

RESOLUTION 2014-__

A RESOLUTION SETTING FORTH A PROCESS FOR DETERMINATION OF PRIMARY RESIDENTIAL PROPERTY TAX EXEMPTIONS PURSUANT TO SUMMIT COUNTY CODE §1-12B-1(F)

WHEREAS, UCA §59-2-103 provides that residential properties located within the State of Utah are entitled to a 45% property tax exemption; and,

WHEREAS, UCA §59-2-103.5 mandates that in order for counties to regulate the granting of such exemptions, the county legislative body must adopt by ordinance requirements consistent with the rules of the Utah State Tax Commission pertaining to the administration of primary residential property tax exemptions; and,

WHEREAS, Summit County Code, Title 1, Chapter 12B, sets forth the requirements for granting primary residential property tax exemptions; and,

WHEREAS, Summit County Code §1-12B-1(F) provides that determinations as to exemptions can be made by either the board of equalization or a hearing officer, as the County Council directs; and,

WHEREAS, to facilitate the determinations of primary residential property tax exemptions in a timely fashion, the County Council finds that a streamlined process is necessary;

NOW THEREFORE, BE IT RESOLVED, the Summit County Council hereby provides for the following process to make determinations regarding primary residential property tax exemptions:

1. Tier 1 Process. The County Assessor shall provide for approval to the board of equalization on a monthly basis a list of those applications for primary residential property tax exemptions, which have been timely filed and have provided adequate documentation of residency as set forth in Summit County Code §1-12B-2, and which meet any one of the following criteria:
 - a. New application by owner-occupier of residence.
 - b. New application by property owner of long term leasehold.
 - c. New purchaser of existing primary residence.
 - d. New residential construction.
 - e. Voluntary relinquishment of primary exemption by the property owner.

2. Tier 2 Process. A hearing officer, appointed by the board of equalization, shall hear all applications for primary residential property tax exemption which meet any one of the following criteria:
- a. Applicants with non-local mailing addresses who do not provide the County Assessor with proof of residency within 30 days of request by the County Assessor.
 - b. Applications filed after September 15th.
 - c. Residences which appear on a “nightly rental list” in the Greater Park City Area.
 - d. Residences for which the County Assessor has conducted an audit in accordance with Summit County Code §1-12B-5.
 - e. Applicants who file multiple applications for multiple residential properties where there is no evidence of long term leaseholds.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this __ day of _____, 2014.

COUNTY COUNCIL
SUMMIT COUNTY, STATE OF UTAH

ATTEST:

By: _____
Chris F. Robinson, Chair

Kent Jones
County Clerk

APPROVED AS TO FORM:

David L. Thomas
Chief Civil Deputy

Annette Singleton

From: Ashley Berry
Sent: Thursday, April 03, 2014 10:20 AM
To: Annette Singleton
Cc: Steve Martin
Subject: Info for Agenda Packet take 2
Attachments: 20140403101548618.pdf

Annette-

Here are the properties we would like to go in the packet along with our resolution. There are 665 properties total on all the lists.

New Primaries mean these properties are not currently receiving the primary residence exemption but should be for 2014. Continuing primaries means these properties have received the exemption in the past and should continue to receive it. They have sent in a new application because of an audit, or they are new owners or the use has changed and they are sending in a lease. Non-primaries are those properties that the owner has notified us by mail, email or phone, that they are no longer primary. Let me know if you need anything else from me.

Thanks

Ashley Berry

Deputy Assessor II
(435) 336-3257

Continuing Primaries

Parcel	Name	Date Received	Comments
1259-NOR-1	Maureen Moriarty Trustee	1/7/2014	
3340&3344-C-1	Justin Semrau	3/14/2014	
949-1	Hannah Raasch	2/12/2014	
BCLAW-104	Franco Pedraza	3/26/2014	
BHV-1-11B	7471 Brook Hollow LLC	2/19/2014	w/lease
BHV-2-40B	Jennifer Love Murray	1/7/2014	
BHVS-7	Henry Israel	3/31/2014	
BHVS-T105	Star Fennegan	1/2/2014	
BHWKS-1-73-2	TNT Partners LLC	12/30/2013	
BHWKS-2-114	Steven Hart	1/24/2014	
BHWKS-2-153	Anthony Pizzo	1/28/2014	w/lease
BHWKS-2-99	James & Laura Lajeunesse	12/19/2013	
BN-A-2-45	Brett & Laura Weaver	3/21/2014	
BN-A-3-47	J Kent Howard	12/24/2013	
BN-B-3-67	Mark Garrison	1/2/2014	
CALG-200	Dean Breda	1/13/2014	Family lives in the property
CCRK-E-20	PC Canyon Investments LLC	12/11/2013	w/lease
CCRK-E-32	Zan Mitkov	3/4/2014	
CCRK-J-36	Mark Banholzer	2/7/2014	
CCRK-K-15	Jeffrey Strong	12/20/2013	
CCRK-P-15	Joseph Tooley	3/17/2014	
CD-2195	Homer Blacksher Trustee	2/11/2014	
CD-2241-3	John Bailey	3/20/2014	
CD-405-C	Rita & Kurt Larsh	4/1/2014	
CD-480-A	Bruce Juhl	3/11/2014	
CD-502	John Zink	1/29/2014	
CD-563-C	Curtis Rudd	1/24/2014	
CDE-2	Moose Hollow Holdings LLC	2/4/2014	
CDE-27	Jeff & Sonia Cantlebury	2/19/2014	
CEM-1-29	Paul Yestrumskas	1/2/2014	w/lease back from previous owner
CEM-1-37-AM	Jody Church	12/31/2013	
CJ-351-U	Gene Morrello	3/10/2014	
CLJR-1-11	William Mason	12/9/2013	
CLJR-1-44	Nicole Thomas	2/13/2014	
CQVC-42	Frank Harris	1/13/2014	Lease in 2009 Protest
CRQJ-2-AM	Nan Gray	2/5/2014	
CRQJ-51-AM	Dennis Ceccarelli	1/6/2014	
CT-122	Rodney & Camilla Robbins	3/12/2014	
CT-212	Nicholas Gunn	3/17/2014	
CT-222	Jake & Cassidy Butcher	1/2/2014	
CT-229-A	Lance Bosworth	3/17/2014	
CT-275	Florence Wilde	1/13/2014	
CT-370	Stanley Bailey	3/19/2014	
CT-53	Shawn & Erin Matheson	3/31/2014	

CT-60	Stefanie Player	2/7/2014
EKH-A-E29	Deborah Edwards	3/10/2014
EKH-B-E83	Eric & Kathrine Gorrell	1/7/2014
ELK -2B-703	Fung Wang	1/13/2014
ELK-104	Amy Trombetti	1/2/2014
ELK-3B-1202	Robert Rosing	12/30/2013
ELK-4-2503	Tracie Byron	1/14/2014
EM-9-AM	Euclid Holdings LC- Kip Apos	12/6/2013 Mail goes to Business in Heber
ER-PB-14-850	Emily Windle	2/11/2014
ER-PB-14-871	Dora Maria Akers	12/17/2013
EYC-A-3	32 Daly LLC	2/19/2014 w/lease
FT-27-C	Jaren Housel	3/28/2014
FT-33-1	Dolores Mansell	4/2/2014
FT-36	John Gutke	4/1/2014
FT-65-B-1	Brad Graham	2/7/2014
FT-98-B	Andrew Wilford	4/2/2014 w/lease
G&V-2	Birgitte Hellberg	3/13/2014
GCS-A-17	Suzanne Rogers	3/13/2014
GCS-A-20	Shane and Jenifer Higgs	3/18/2014
GCS-B-58	Daniel Daugaard	3/28/2014
GCS-C-61	Claudia Acanfora	3/26/2014
GCS-C-75	Amanda Kasza	3/11/2014
GCS-C-78	Jennifer Saunders	2/6/2014
GRIF-1	Mark & Annette Griffith	4/2/2014
GTF-11-C	Bradford Ziegler	12/26/2013
GTF-2	John Mellor	2/19/2014
GTF-3	Chris B McM Aster	2/10/2014
GTF-3	Chris McMaster	4/1/2014
HBH-2	Carl Perry	4/2/2014
HC-1-11	Jeri Lu Hurst	3/31/2014
HC-1-43	David & Lisa Anderson	3/18/2014
HC-1-48	Sean McAllister	3/26/2014
HC-1-61	Jim Pelletier	3/18/2014
HC-1-63	Scott Tomlin	12/10/2013
HC-1-80	Geoffrey Hurwitch	3/20/2014
HC-1-85	William Reilly	3/28/2014
HC-1-97	John & Allison Kilbourn	3/25/2014
HE-A-328-B	Terry & Deborah Hoffmeyer	3/28/2014
HE-A-337-A	Josh White	3/12/2014
HE-A-351-B	David Volsic	3/13/2014
HE-A-361-B	Lee Durfee	3/19/2014
HE-A-368	Roger Macphail	3/24/2014
HE-A-372	Arthur Hayes	3/13/2014
HE-A-373	John Debaun	3/11/2014
HE-A-377	Cathleen Barker & David Bul	3/26/2014
HE-A-387-A	William Rutherford	3/28/2014
HE-A-395	Carolina Kral	3/20/2014

HE-B-228	Catherine Hogan	3/26/2014 w/lease
HE-B-229-B	Pedro Alvarez	4/1/2014
HE-B-242	Marc & Cecily Smith	3/20/2014
HE-B-266	David E Caldwell	3/13/2014
HE-B-269	Gary & Sandi Pierce	4/3/2014 w/lease
HE-B-279-B	Wrona Krzysztof	3/26/2014
HE-B-297-A	William & Michelle Vant Hof	4/1/2014
HE-B-298-A	Mark McGinnis	3/10/2014
HE-B-299	Randolph Volheim	3/31/2014
HES-2	Leigh Anderson	3/31/2014
HHH-2	Michael Vanderhoof	7/16/2013 Claimed hhh-2 and hhh-3-am as primary, deny I
HMP-23	Miles Minson	3/11/2014
HMP-30	Shane Calhoun	3/31/2014
HMP-38	Stephen Howe	3/26/2014
HMP-54	Paul Rys	3/18/2014
HMP-63	Stephen Przybocki	3/14/2014
HODV-3-64	David Williams	3/11/2014
HORTIN-1	Russell Hortin	3/11/2014
HR-23	Frank Larsen	3/28/2014
HR-26	Stewart Gross	3/11/2014
HR-27	Bruce & Becky Dahl	4/2/2014
HR-3	Bill & Pam Hart	3/31/2014
HR-35	Brian Gomez	1/7/2014
HR-86	Deirdre Elizabeth Laverty	12/10/2013
HR-88	Mark & Steven Parker	12/23/2013
HR-88	Steven Parker	2/7/2014
HT-34-A	Jon & Kathy Stephens	3/24/2014
HT-43-A	Troy Brooks	3/28/2014
HT-60-A	Richins Property Manageme	4/1/2014 w/lease
HT-96	Timothy Patch	1/3/2014
HTC-1	Gregory Valdez	12/27/2013
HW-2	Vickie Joiner	3/14/2014
IH-16	Pensi Carreno	1/29/2014
IH-2-22	Jose Chacon	3/14/2014
IH-2-24	Jose Luis Chacon	3/20/2014
IH-2-38	Spring & Marvin Sorenson	3/10/2014
IH-2-45	Ronald Gates	3/14/2014
JCC-A-5	Douglas Helfrich	2/4/2014
JE-2	Cory & Amy Jones	3/25/2014
JIC-3	John Concannon	1/6/2014
JR-118	Coleta Swenson	3/24/2014
JR-121	Edwin Rehill	3/11/2014
JR-2-221	Scott Fielding	3/31/2014
JR-2-264	Kathleen Shurtleff	3/26/2014
JR-2-267	Laurence & Peggy Black	3/18/2014
JR-2-285	Kristin Nicolai	4/3/2014
JR-2-287	Jeff Anthony	3/10/2014

JR-3-367	James Meador JR.	3/18/2014
JR-3-382	Bret Christensen	1/6/2014
JR-4-4010	John Anthony Taylor	3/13/2014
JR-4-4016	William Malan	3/24/2014
JR-4-4016	William Malan	3/25/2014
JR-4-4044	Karrie Jarratt	3/25/2014
JR-4-4050	Eric & Kary Woodruff	3/6/2014
JR-4-4078	George & Peggy DeJesus	3/12/2014
JR-4-4110	Joseph & Marianne Demers	3/20/2014
JR-4-4142	Chris Farrell	3/26/2014
JR-5-5004	Joshua & Allison Watkins	2/3/2014
JR-5-5009	Kirk & Lauren Jennings	3/25/2014
JR-5-5011	Jon & Brenda Gulliver	3/31/2014
JR-5-5014	Roger & Rebecca Anderson	1/31/2014
JR-5-5014	Roger Anderson	2/6/2014
JR-5-5026	Theresa Ryan-Shearman	3/24/2014
JR-5-5032	Susanne Thalman	3/24/2014
JR-5-5035	Erik Barton	12/24/2013
JR-5-5048	Robert Clay Smith	12/23/2013
JR-5-5054	Andrew Slentz	3/28/2014
JR-5-5088	Deleise Collins	3/28/2014
JR-5-5105	Philip Barrett	3/24/2014
JR-64	Keri Crockett	3/10/2014
JR-75	Bradley Reital	12/24/2013
JR-B-1033	William & Kim Raymer	3/26/2014
JW-AM-1	Gary & MaryAnn Shumway	3/17/2014
JW-AM-3	Martin & Grace Engelbrecht	3/28/2014 w/lease
KC-1	Richins Property Manageme	4/1/2014 w/lease
KC-2	Richins Property Manageme	4/1/2014 w/lease
KE-A-12	Brent Harmon	2/24/2014
KE-A-6-A	Richard Fairbourn	3/13/2014
KE-A-98	Amy & Brad Young	3/21/2014
KK-1&2	Paul & Laura Gines	3/26/2014
KPH-17	Rodney Atkinson	3/26/2014
KPH-2	Raymond & Connie Moya	4/1/2014
KRD-2	George & Dana Orlando	3/3/2014
KT-10	James Blazzard	3/26/2014
KT-116-B	Enyio Ramirez	3/26/2014
KT-121	Paula Trater	1/15/2014 w/lease
KT-157-B-C	Anita Miles/Michael Doogan	3/24/2014
KT-161	Audrey Godfrey	3/25/2014
KT-170-B	Kevin Kennington	3/24/2014
KT-177-D	Greg Winterton	3/11/2014
KT-18	Harold Eubanks	4/1/2014
KT-222-B	Tim & Langevin Bryan	3/20/2014
KT-227-2	Justin Crystal	1/13/2014
KT-235-D	James & Kelly Ann Blazzard	3/28/2014

KT-24-2	Martha Johnson	3/26/2014	
KT-40-B	Emery George Jr	3/28/2014	
KT-40-B	Jamie & Tom McCormick	3/28/2014	
KT-48	Gerald Pascadlo	3/13/2014	
KT-63-B	Gary Padfield	3/28/2014	
KT-65-A-2	John & Sheri Angell	3/18/2014	
KT-7	Walter Garringer	3/13/2014	
KT-74-A	Grant James & Keri Lynn Eva	4/1/2014	
KT-78-A	Phil & Carole Thomas	3/11/2014	
KT-79-A	Bruce Mitchell	3/11/2014	
KVES-8	James Preston	1/6/2014	
KW-I-1	Robert Griffin	4/3/2014	
LBHV-II-3206	The DeMarco Family 2002 T	12/11/2013	w/lease
LBHV-II-3207	The DeMarco Family 2002 T	12/11/2013	w/lease
LBHV-II-3306	Michael Jaquet	3/7/2014	
LDR-2	Dustin Leavitt	3/18/2014	
LINE-18	Stephen Aldous	2/11/2014	
LLF-2	Terence Louder	3/14/2014	
LR-1-4	Michael Reid	3/24/2014	
LR-2-136	Alan Lindsley	3/24/2014	
LR-2-153	George Gillies III	3/24/2014	
LR-3-193	Thomas Connely	4/2/2014	
LR-3-203	Matthew Schiller	3/17/2014	
LRRS-1-AM	Warren Robinson	3/12/2014	
MAYNES-2	Stanley Maynes	3/10/2014	
MCHUGH-1	Regis McHugh	3/21/2014	
MCL-37	Brian Worley	3/26/2014	
MCM-1	Darren McMichael	4/1/2014	
ME-1A-35	Julie Keen-Stevens	3/3/2014	
ME-1A-7	Kelly Colopy	1/3/2014	Family member is tennant
MFR-4	Diane Stanger	3/25/2014	
MHAV-4	Bobby & Donna Dix	3/11/2014	
MH-II-53	Ronald & Liz Yokubison	3/24/2014	
MH-II-65	Del Canto	3/11/2014	
MOOSE-7-AM	Rex Williams	3/28/2014	
MPC-2186	Jennifer Gardner	2/5/2014	w/lease
MR-10	Gregory & Pamea Brrett	1/6/2014	
MR-10	Gregory Barrett	2/4/2014	
MR-19	Peter Lane	3/17/2014	
MRE-16	Karen & Daniel Keating	3/18/2014	
MRE-23	Mary Potter	10/28/2013	Daughter is Tennant
MRE-76	Thomas Laursen	3/10/2014	
MUIR-3-FT	Kenneth & Lorne Allen	3/12/2014	
MV-25	Matt Gordon	3/14/2014	
MW-1-37-38	Tracy & Robert Evans	12/13/2013	
NBF-22	Chandler Morrison	12/11/2013	
NBF-6	Randy Smart	1/29/2014	

NBF-9	Bridgit Watkins	1/7/2014	
NJ-2	Robert Neumeister	3/17/2014	
NOR-18	William Kulczycki	3/28/2014	
NS-1226-G	Brnadon & Nicole Townley	1/29/2014	
NS-172	Heidi Simmons	2/11/2014	
NS-198	Adam Battersby	12/16/2013	
NS-393	D & T Rentals LLC	10/2/2013	Nephew is Tennant
NS-406-405-G	Clifton Blonquist Jr	4/1/2014	
NS-476-A	Joe & Brandie Cole	3/10/2014	
NS-5	Steven Barrett	12/24/2013	
NS-509-C	Brady Sargent	3/17/2014	
NS-570-C	Robert D Williams	3/24/2014	
NS-604	Katharine Wood	2/4/2014	
NS-604-A-2	Brad & Sandra Nicholes	3/26/2014	
NS-876	Kenneth Stephens	4/2/2014	Daughter lives in property
NSHA-II-7-AM-	Timothy Butikofer	3/18/2014	
NSS-A-18	Warren & Roberts Pretorius	12/6/2013	
NSS-A-26	Gregory Perez	4/1/2014	
NSS-A-29	Michael Kushner	12/24/2013	w/lease
NSS-B-50	David Zimmerman	1/15/2014	w/lease
NSS-B-53	Michael Spencer	3/19/2014	
NSS-B-56	Laura Blunt	3/21/2014	Mother lives in property
NSS-B-74	Jeffrey Howe	12/31/2013	
NSS-B-83	Benjamin Olson	1/22/2014	
NSS-B-87	Michael Grenney	12/30/2013	
NSS-B-88	Matthew & Christy Dias	12/13/2013	
OD-3	David Brown	12/26/2013	
OJR-5	James Slaton	12/31/2013	
OM-1	Jake Woolstenhulme	3/12/2014	
OM-11	Glen & Jill Jones	12/19/2013	
OM-12	Alex Katchuk	12/11/2013	
OM-15	Brody Blonquist	12/10/2013	
OM-16	Jean Croasmun	3/26/2014	
OM-2	Sam Aplanalp	3/14/2014	
OM-3	M. Daniel Balls	4/1/2014	
OM-6	Darrell Larsen	3/31/2014	
OME-2-AM	Gary Crandall	3/21/2014	
OTBV-299-B	Brian Barclay	2/12/2014	
OTC-1	Ruth Drapkin	1/30/2014	w/lease
PB-2-I-66	Brian Carmack	3/13/2014	
PB-4-169	Llewellen Stringer	1/23/2014	
PB-6-A-290	Carol Easton	3/31/2014	
PBC-1-59	Penelope O'Brien	2/19/2014	
PBC-1-64	William Wariner	3/31/2014	
PBC-3-80	Joseph Rametta	1/6/2014	Vacant- under contract to sell
PBC-3-80	Nancy Thomas	4/2/2014	Son lives in property
PB-IB_45	Kabob LLC	2/6/2014	

PBP-A-A-11	Amy Pierce	1/3/2014
PBP-A-E-13	Scott Denton	1/21/2014
PBP-A-E-23	John, Joy & Marie Roberts	1/6/2014
PBP-A-I-12	Richard Christensen	1/2/2014
PBP-B-O-22	John Haynes	3/6/2014
PBP-B-Q-3	Anthony Baker	3/3/2014
PB-PR-12	Michael Duckworth	3/24/2014
PB-PR-66	Gene Arnold	2/19/2014
PC-238	Paul Woods	1/8/2014
PC-362	David Blez	3/24/2014
PC-36-A	Mark Bordas	3/28/2014
PC-437	Kathrine Eldridge	3/18/2014
PC-627-A	Alexander Cohen	1/31/2014
PC-627-A	Alexander Cohen	3/31/2014
PC-662-1	Eric Luna	1/10/2014 w/lease
PCROS-4	William Anderson	1/6/2014
PI-25	Jesse Newsome	12/30/2013
PI-5	Katharine Kilbourne	3/31/2014
PI-G-16	Maira Kryger	3/21/2014
PI-G-38	Dennis Derango	2/21/2014
PKM-2-31	Lindsay Clark	1/9/2014
PKM-2-37	Brent & Stacie Davies	12/17/2013
PKM-2-37	Brent Davies	3/7/2014
PKM-3-13	Sarah Silverstone	3/31/2014
PKM-39	Mark Stedman	4/2/2014
PKM-3-9	Josiah Hall	1/9/2014
PKM-72	Michael Demkowicz	3/12/2014
PKVC-14	Lisa McCreary	2/3/2014
PNCR-I-1	Andrew Bell	2/7/2014
POV-49	Renee Crabtree	3/24/2014
POV-71	Jonathan Kolon	1/21/2014
POV-91	Mary Potts	3/17/2014
PP-87-9	Mark Lemons trustee	1/28/2014
PR-2-92	Jeremy Wilstein	1/2/2014
PRE-24	Jonathan Weinberg	3/28/2014
PRE-57	Mike & Shelia Kirst	3/31/2014
PSC-430	Studio 430 LLC	10/28/2013 W/lease
PT-14-A-2	Susan Burke	3/18/2014
PWL-1-E	Flor Morales	3/11/2014
PWL-5-H	Powderwood 5-H LLC	3/28/2014
PWV-B-5-AM	Michael Chambers	12/13/2013
PWV-B-5-AM	Michael Chambers	2/14/2014
QM-II-16	Lauen Moldawer	12/31/2013
QMR-16-AM	Lawrence Gilbert	1/15/2014
RC-3-112	Kenneth Skate April	1/2/2014
RCCS-1	Herbert Binder	3/11/2014
RCRK-6	Dean Berrett	12/24/2013

RIS-35	Murray Gardner	2/3/2014
RP-C-3	Douglas Helfrich	2/10/2011
RP-E-3	Ronald Knudson	12/18/2013 w/lease
RPL-10	Samuel Paschal	3/24/2014
RPL-12	David Belz	3/24/2014 w/lease
RPL-52	Milla Bilbrey	12/13/2013
RPL-7	Karen Noce	3/10/2014
RPL-II-85	Salem Homes LLC	10/24/2013 w/lease
RPL-III-109	Danielle Smethurst	12/26/2013
RPL-III-216	John & Kelley Rogers	3/14/2014
RRS-I-2	Russell & Kirsten Hendry	1/3/2014
RT-7-1AM	William O'Connell	1/6/2014 w/lease
RV-8	Laura Blunt	3/21/2014
RVW-2-AM	Chad Reidhead	2/19/2014
SA-79	David Belz	3/24/2014 w/lease
SFT-D	Gary Singer	1/29/2014
SG-A-39	Scott McClellan/ Kathrine Bc	12/18/2013
SHA-394	Craig Miller	1/16/2014
SHA-396	Jusy Boswell	1/6/2014
SIW-2	Lindsey Becker	3/14/2014
SL-A-67	Sally White	3/28/2014
SL-B-169	Kathy Reigelsperger	4/1/2014
SL-B-176	Jonathan Allen	3/24/2014
SL-D-223	David Gebo	1/15/2014
SL-H-485	Kevin Pace	3/19/2014
SL-H-488	Christy Daugherty	12/31/2013
SL-H-498	Paul Kraus & Stacy Sitzer	3/20/2014
SL-I-6-3	Robert F. Pace	3/20/2014
SLS-161	Christopher Opdyke	12/31/2013
SLS-1-E-200	Hong McDonald	4/2/2014
SLS-36	Ronald Knudson	12/18/2013
SLS-60	Bruce Reed Booher	12/31/2013
SLS-78	John Russell	2/13/2014
SLS-95	Elizabeth Fregulia	3/25/2014
SMIL-I-43	Christopher Kehr	1/7/2014
SMIL-I-47	Ann Crooks	1/7/2014
SMIL-II-21	Patrizio Sorrentino	3/7/2014
SMIL-II-23	William Hawkins	1/24/2014
SMIL-II-91	Marcia Murray	4/2/2014
SMS-3	Clair Brant Christoffersen	3/13/2014
SMS-4	Nicole Marcks & Thomas Sh	3/3/2014
SMT-A-100	Terri Griffin	2/12/2014
SMT-A-83	Trevor & Julia Rametta	12/16/2013
SMT-A-83	Trevor Rametta	2/6/2014
SMT-A-95	Richard Martin	3/4/2014
SOS-A-15	Elaine C Craig Trustee	12/9/2013
SOS-A-22	Steven Kornreich	1/31/2014

SOS-A-29	Natasha Jean-Baptiste	2/12/2014
SP-2-153	Charles Wallace	2/13/2014
SPC-A-21	Gene Arnold	2/19/2014 w/lease
SR-1-56	4224 Sunrise LLC	3/28/2014
SRG-84	Brian & Nicole Waltrip	3/31/2014
SRG-85	J Craig Peters	12/30/2013
SRM-2-AM	Ron & Vicki Geary	4/1/2014
SS-48-1-B-1	David Blecher	3/11/2014
SSP-65-6	Shannon Camp	2/14/2014
SSS-1-216	Michael & Robin Mazzone	2/27/2014
SSS-1-216	Michael Mazzone	3/31/2014
SSS-2-324	Theodore Bird	2/5/2014
SSS-4-503	Chad Barnett	1/7/2014
SSS-4-523	Todd Fischer	12/6/2013
SSS-4-551	Christopher Lawing	1/10/2014
SST-4	Bryan Devaney	12/27/2013 w/lease
SU-A-101	Ami Stuart	3/13/2014
SU-A-3	Robert P Whyte	12/16/2013
SU-A-75	Christian Bacasa	3/31/2014
SU-H-3	Eric Wheeler	12/23/2013
SU-I-20	Bruce Christenson	12/24/2013
SU-I-22	Elizabeth Bioteau	3/24/2014
SU-I-34	Sara Squyres	3/3/2014
SU-I-55	Daniel & Julie Best	3/14/2014
SU-M-11	Stephen & Lori Henson	1/22/2014
SU-M-11	Stephen Henson	2/12/2014
SU-M-2-2	Allan Ainsworth & Colette H.	3/26/2014
SU-M-2-21	Guy Draig Eroh	12/16/2013 W/lease
SUNR-SR-19	Timothy Smith	3/24/2014
SUNR-SR-36	Carrie Roberts	2/4/2014
SUNR-SR-8	Patrizio Domenis	2/27/2014
TCR-1A-5	Hal Sudder	3/17/2014
TCT-12	Michelle O'Brien	1/6/2014
TCT-12	Christopher Retzer	2/6/2014 w/lease
TH-17	Donald G Wells Trustee	12/10/2013
TL-1-21	Kevin Weed	2/4/2014
TL-1-24	Steven Urie	12/24/2013
TL-1-27	Anthony Arrigo	4/2/2014
TL-1-57	Brian Weinstein	2/19/2014 w/lease
TL-1-76	James Tschabrun	12/31/2013
TL-1-9	Richard Eyre	1/2/2014
TL-2-220	Joseph Newcomb	1/16/2014
TSP-2	Jens Axboe	1/29/2014
TSP-23	Loren Clarke	1/2/2014
US-A-16	James Barton	2/4/2014
VPJR-5	Shirley Penman	3/17/2014
WBCS-2	Michael & Donna Lee	3/21/2014

WC-10	Jeremy Rubell	3/17/2014
WDCS-A-21	Sage Ranches INC	3/4/2014
WDCS-D-6	Scott Alan Mcculloch	12/31/2013
WD-II-4-24	Kathryn Brackeen	3/13/2014
WEBE-B-5	Steven Williams	1/21/2014
WH-23	Ryan Brown	12/31/2013
WLCRK-10	Patricia Adcock	1/30/2014
WPL-15-AM	Stacey M Sweet	1/30/2014
WPL-5-AM	Derek Manner	12/24/2013
WPR-II-12	Leon Saunders	2/6/2014
WR-9	John Feasler	12/23/2013
WR-II-31	Don Clarke	4/1/2014
WS-63	William Whitaker	12/19/2013
WWPD-A10-AM	Cheryl Rogers	3/26/2014
WWPD-B26-AM	Bryan Szocinski	3/14/2014
WWS-2D-D12	James Brusnahan	1/31/2014

New Applications- Primary not previously given

Parcel	Name	Date	Comments
3K-5-K	Kathleen Marchetta	3/20/2014	w/lease
AGIO-260-201-1A	Michael Morse	1/14/2014	
AP-66	Michael D. Martinez	2/6/2014	
APRM-18	James Covaleski	2/13/2014	
APRM-28	Eric Brown	12/4/2013	New Construction
APW-26-AM	HHD Enterprises LLC	2/21/2014	
BB-3	Albert Massrna	3/3/2014	Promontory-paid fee
BCLAW-201	Jillian Becker	1/7/2014	
BHVS-40	The Demarco Family 2002	12/11/2013	w/lease
BHVS-40	Tamara Stephens	3/28/2014	
BHVS-T1	Christian Peyrin	1/16/2014	
BHVS-T26	Eileen Haynes	11/13/2013	w/lease
BL-103-B	Mark & Carol Sarette	3/24/2014	Daughter lives in the property
BN-B-1-111	Karen Seamen	11/26/2013	
CALG-202	Wendy & John Grosvenor	3/25/2014	
CCRK-H-12	Sean & Amanda Fitts	2/19/2014	w/lease
CCRK-J-32	Joshua & Marcia Hockmar	11/22/2013	
CD-71-A	Tlesa Riehl	1/22/2014	
CEM-1-63-AM	Gregory Smalis	1/8/2014	
CEM-II-108-1AM	John D'Agostino	12/4/2013	
CHC-201	Francine Northcutt	4/3/2014	
CHC-211	Vernon Family Carriage Hc	10/2/2013	w/lease
CJ-354-L	Unit 354 L Claimjumper Cc	1/29/2014	w/lease
CLJR-1-21	Lorna Davis	12/24/2013	
CLJR-1-54	Robert Rawlings	2/28/2014	
CLJR-2-61	Gregory Pilkington	1/27/2014	
CLJR-2-64	Douglas Tam	1/16/2014	
CLJR-2-65	Michael Borrelli	12/30/2013	
CLJR-2-84	Brian & Tricia Lake	3/31/2014	
CR-4-B-2AM	Theodore Russell	1/22/2014	
CRQJ-26-AM	Michael Miller	2/11/2014	
CRQJ-60-AM	Ryan Nylander	1/14/2014	
CT-139	Edward McHugh	1/3/2014	
CT-156	Jenefer Smith	3/6/2014	w/lease
CVC-1-A-203	Cathrine Schwallie	12/20/2013	w/lease
CVC-II-E-204	Rong Sheng Song	12/30/2013	w/lease
CWPC-4ELK-3-228	Michael & Regina Gade	1/16/2014	New Construction
DLV-2-10C	John Chalker	1/30/2014	
ELK-4-2402	Caitlin Puckett	12/20/2012	FOR 2013
EPC-101	Michael Collins	1/2/14 and 7/1	FOR 2013
EP-II-35	Christine Blais	11/13/2013	New Construction
EP-IV-70	Vladimir Schwartzman	3/26/2014	
EVG-30	Larry Smead	12/23/2013	w/lease and letter, lease for only \$1 a month
FGR-I-32	Ronald Hyslop	3/24/2014	w/lease

FPRV-10-g	Kevin Tucker	12/16/2013
FPRV-13-A	Craig Thomas	3/24/2014 w/lease
FPRV-25-C-2	Christopher & Dawn Plunk	1/29/2014
FT-97-1-A	Andrew Wilford	4/2/2014
FWM-13	Robery Kidwell	12/2/2013 New Construction
GB-1	Bradford & Cheryl Voss	12/3/2013
GCS-D-72	Mark & Colleen Chytka	4/3/2014 New Construction
GWLD-95	Dominic Dato	11/4/2013 New Construction
HBTRS-1	Mercedes Betemps & Rod	1/3/2014
HE-A-346-B	Graham Anthony	1/15/2014 New Construction
HE-A-379-1	Michael & Marnie Dolan	2/14/2014
HE-B-261	Michael Stokes	6/7/2013 New Construction
HMP-77	Karen Scott	9/26/2013 New Construction
HT-16-A	Rulon Richins	3/17/2014
HT-16-A-1	Rulon Richins	3/17/2014
JR-3-309	Keith Helmke	3/7/2014
KE-A-19	Benjamin Brown	1/14/2014
KE-A-90-A	Dollie Rasmussen	1/13/2014 FOR 2013
KPH-25	J. Gordon Avery	3/21/2014
KT-278-C	Andrew Balls	3/24/2014
LBHV-1-1213	Lillehammer 1213	1/27/2014 w/lease
LBHV-1-1213	Lillehammer 1213 LLC	1/27/2014
LBHV-II-3305	The Demarco Family 2002	12/11/2013 w/lease
LINE-17	Casey Sowul	1/22/2014
LINE-20	Laura Todd	1/22/2014
LOR-23	Edward Schreiber	9/15/2013 Promontory- Paid Fee
LR-2-100	Wendy Sanborn	3/25/2014 New Construction
ME-1A-11	Charlene Wangsgard	3/31/2014
ME-1B-10	Kristin Shaw	12/4/2013
MLRV-2	Kent Woolstenhulme	7/9/2013 New Construction
MR-13	Suzy Honigman	1/6/2014 New Construction
MV-3-17	Bryan & Hannah Humphre	3/12/2014
NBF-10	Vernie D. Bodden JR	3/20/2014 w/lease
OJR-2	Andrew Nicolas	12/26/2013
OJR-3	Carley Bilbrey	1/14/2014
PALSDS-71	Chris Neibauer	1/6/2014
PB-2-I-51	Robin Ross	2/7/2014 FOR 2013
PBH-1-AM	Bulent Pulak	12/10/2013 Son is Tennant
PB-PR-55	Christine Saskiewicz	11/11/2013 New Construction
PCL-2-S-57	David Postula	3/3/2014
PI-I-1	David Moosman	12/23/2013
PKM-3-31	JF Lanvers	3/14/2014 New Construction
PKM-40	Steve Stanton	3/14/2014
PKM-5-91	Stephen Pohlman	2/25/2014
PM-3-319	Sherry Youngblood	3/7/2014
PR-2-100	John Burke	2/21/2014
PR-3-134	Mark McKain	1/7/2014

PSC-916	Matthew Thomas	11/19/2003
PSSR-28	David Nadler	11/22/2013
PT-38-B	Debra Lovci	2/11/2014
PWL-1-S-9-I	Gary & Kathleen Novotny	2/10/2014
PWL-3-W	Judith Koczynski	11/25/2013
QEC-10	Rachel Lester	3/3/2014
QEC-20	Keith Golan	11/21/2013
RCS-1A-2	Dean Faulkner	10/25/2013 New Construction
RGP-112-1AM	John O. Rooks JR	12/20/2013
RIVBLF-A-12	Randy Worsley	11/7/2013 New Construction
RIVBLF-A-4	Bronson Butler	12/20/2013 New Construction
RP-2-P-8	Kenneth April	1/2/2014 W/lease
RP-3-V-6	Paula Davis	12/10/2013 w/lease
RPL-III-133	David Shewell	3/3/2014
RRH-26	L. Michelle Sugerman	9/20/2013
RRH-26	Erik Sugerman	2/19/2014
RRH-29	Brenda Thomas	3/14/2014 New Construction
RVW-7-AM	Randy Robinson	2/11/2014
SA-193-A-1	Winnie Shee-Atkin	1/27/2014
SG-D-9	Anna Laskowska	9/4/2013 New Construction
SNC-1068	Renee Ann Myers	12/24/2013
SP-6	Donald Porteous	12/11/2013 w/lease
SPH-4C-AM	Mathew Thompson	12/20/2013
SRNYK-1	Caroline Scott	2/5/2014
SSP-25-6	Dan Mortensen	12/10/2013
SU-H-23-AM	Shelby & Malory Pigott	11/19/2013
SU-J-17	Michael Matson	7/25/2013 New Construction
SU-J-84	Daniel Mullins	4/3/2014 New Construction
SU-M-22	Michael Hullet	3/14/2014
SU-M-49	Bryan & Jennifer Fedewa	3/10/2014
SUMHAV-8	Jolene Weston	10/22/2013 New Construction
TAHOMA-1	Robert Guss	2/24/2014
TCS-53	John Bryan Ince	12/10/2013
TJR-15	Donald & Betty Lou Willia	9/19/2013 New Construction
TL-1-10	SJS Investment Co LLC	1/2/2014
TL-1-11	Richard Eyre	1/2/2014
TL-1-19A	Richard Eyre	12/20/2013 Change for 2013
WBCS-15	Kyle Jones	12/30/2013
WDCS-B-7	Barbara Sutherland	12/29/2013
WD-II-5-32	Marcia Griffiths	3/10/2014
WHLS-33	Leonard Hess	10/31/2013 New Construction
WR-II-30	John Wells	1/9/2014 New Construction

Non-Primary Properties

Parcel	Name	Date	Comments
1259-NOR-2	Peter Mauro	2/6/2014	
614-MAIN-201	Sundrex Capital Group, LI	4/3/2014	
AER-13	Jeffrey & Robin Felton	1/21/2014	
APRM-18	James Covalesski	12/30/2013	
APRMC-12	Christopher Apgar	2/14/2014	
BEC-1-1AM	Laura Frazier	2/19/2014	
BEPC-4-3AM	Joseph Milvehill	3/14/2014	Non-Primary per owner on phone
BEPC-6-4AM	Joseph McGrath	2/10/2014	
BHVS-T109	Buffy Castillo	3/7/2014	
BHVS-T2	Richard Mark Townsend	1/21/2014	
BHWKS-2-84	Ronald Rogers & Stefanie	3/18/2014	
BN-A-2-17	Denitri Hollecoet	2/19/2014	
BN-A-2-39	Michael & Christi Morrisc	3/13/2014	
CBT-22-AM	William Beninati	1/23/2014	
CCRK-O-20	Jack McCartt	3/11/2014	Vacation home per owner on phone
CCRS-1-1	Kenneth W Chambers	1/7/2014	
CEM-1-42-AM	Richard & Pamla Aniello	12/12/2013	
CEM-II-86-1AM	Carole Hildebrandt	2/14/2014	
CEPC-2-3AM	Alex Blavatnik	1/24/2014	
CHC-211	Thomas & Marian Martin	1/29/2014	
CR-13-A-2AM	Trumbull&Carol King	1/22/2014	
CT-59	Kelly Maxwell & Shanna /	3/12/2014	Vacant per owner on phone
CVC-1-A-207	Stuart Miller	12/30/2013	
CWPC-26-AM	Gregg Ostrander	1/16/2014	Non-Primary from Florida
DC-13	Andrew Litt	1/21/2014	
DLADY-1	Martin Paris	3/17/2014	Property is uninhabitable per owner on phone
ECR-83	Justin Reeder	2/19/2014	
EP-IV-73	Bank of America Trustee	12/9/2013	
FCRS-3	Glen Price	3/11/2014	House is empty and for sale
FP-1	Keith Bassett		1960 square feet- non primary 1277 square feet
FPRV-2-B	Thomas Day	2/19/2014	
FVL-38	Victor Buzachero	1/15/2014	
GB-8	Little Cloud Properties LL	1/21/2014	
GSRHC-512	Jan Pauly	12/16/2013	
GWLD-II-147-AM	Ronald Coleman	4/3/2014	
HC-1-12	Seth Adams	3/13/2014	
HC-1-7	David French	1/9/2014	
HM-1-19	Michael Robbins	12/11/2013	
HODV-2-47	Douglas Hudon		Non-Primary per owner on phone
HSRMP-9	Tri Star 2005 LLC	3/20/2014	Non-primary home per owner on phone
HT-14-A	Tammy Pentz	1/24/2014	
HT-5-A	Gregory Richins	3/19/2014	Property is vacant and up for sale
IC-3	Suzanne Geriak	3/11/2014	Non-Primary per owner on phone
JR-30	Ilana Baltuch	1/14/2014	

JR-60	Gandolfo Schiavone Trust	12/16/2013	
KT-166	Bode Wilde	3/11/2014	
KT-55-B	Kendall Card		Now vacant lot- mobile home moved
LBHV-1-1209	David Smart	1/6/2014	
ME-1B-15	Richard Gomez	1/16/2014	Non-Primary from Florida
MT-2	Vladimir Schwartsman	3/20/2014	
NBRRE-4	Vernie D Bodden JR	3/20/2014	
NPKTH-3-87	Glenn Daly	3/18/2014	
NS-868	Rick Diston	3/25/2014	No longer primary per owner on phone
PBP-B-T-21	Daniel Sella	2/11/2014	No longer primary per owner on phone
PC-148-A	Daniel Rieden	12/16/2013	
PC-700-B-1	Pierre Askmo	2/24/2014	
PC-800-2-A	Jeff Brabender		2100 square feet are non-primary per owner
PD-21-B	Murray Gardner	2/3/2014	
PI-E-8	Dietmar Gann	3/24/2014	
PKM-9	Preston Lee	1/21/2014	
PM-1-45	Richard Lever	1/7/2014	
PM-6-A-705	Gregory King	2/11/2014	
PM-6-B-734	RS Family LLC	12/31/2013	
PR-3-116	IFS Properties LLC	3/3/2014	
PT-29-D	Losser LTD	3/12/2014	Now nightly rental per owner on phone
PWL-1-S-13-C	Little Deer Creek LLC	4/3/2014	
QM-II-10	Betty Allred	2/6/2014	
RC-2-152	D& D Walter LLC	1/13/2014	
RIS-II-2	Michael B Hirsch	3/13/2014	
RP-3-X-8	David Novick	2/19/2014	
RPL-52	Carley Bilbrey	1/14/2014	
RP-T-10	Altitude Luxury Propertie	1/13/2014	
RRH-26	Erik Sugerman	2/19/2014	
SA-168-1-A	David Houston	1/23/2014	
SA-284	Paul Anderson	3/3/2014	Vacation home of Tennent, rented nightly when
SA-293	Debra Lovci	2/11/2014	Owner applied for primary on pt-38-b
SDL-A-3	Thomas Becker	1/16/2014	Non-Primary from Florida
SFL-2-102	Thomas & Kalena Hwang	12/16/2013	
SLC-134-AM	Reisig Family Trust	1/3/2014	
SLC-502-AM	Edward Ingargiola	1/29/2014	
SL-H-480	Michael Moytka	1/21/2014	
SMIL-II-122	Anne Sargent	12/31/2013	
SRC-4211	Kathleen Reiss	1/31/2014	
SS-60-D-1	James Quigley	1/30/2014	
SU-H-19	Tim Shupe LLC	1/13/2014	
TH-2-6	Forrest Danson III	2/7/2014	
TWNPT-B-302	John Zone Jr & John Zone	12/27/2013	
TWNPT-C-101	DOPSHAM, LLC	3/24/2014	
UL-1995-A-1	Mark Huerta	3/31/2014	
USC-106-1AM	Marcia Schaefer	2/12/2014	
VIC-38	William Priebe	1/21/2014	Nightly rental w/Park City- Confirmed Non-Prim:

WDCS-B-18	James Wavle	1/9/2014
WDCS-F-9	Lewis Kannwischer	3/14/2014
WF-4	John Wells	1/9/2014
WHLS-44	Ronald Ormand	2/24/2014
WV-41	Brad Lockwood	3/14/2014

MANAGER'S REPORT

April 9, 2014

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 3/27/14 and 4/3/14, posted on the website at: http://www.summitcounty.org/manager/index.php</p> <p><u>Submitted by Lisa Yoder, Sustainability Coordinator:</u> ETC Group is the contractor that was selected to oversee the implementation of energy efficiency improvements and lighting upgrades in the Justice Center and Courthouse. ETC Group is a Salt Lake City firm whose 3 of 4 principals live in Summit County. They were 1 of 3 firms that responded to the RFP. Contract documents are being executed at this time and work should begin within 2 weeks.</p> <p>42 firms viewed the RFP on BidSync and 7 (some of the same) viewed the RFP on the County's website. Only 3 submitted proposals.</p>
Auditor	
Assessor	
Attorney	
Clerk	
Community Development	<p><u>Submitted by Pat Putt, Community Development Director:</u> See attached Community Development Reports</p>
Engineering	<p><u>Submitted by Leslie Crawford, Engineer:</u></p> <ul style="list-style-type: none"> • Prepare comments for Uinta Express Pipeline • Tollgate Road improvements discussion • Road Respect meeting to discuss plans for future Tour • Council work session • Review of Energy Efficiency proposals • Flood Elevation Certificate meeting • Preparation meetings for joint Park City and Summit County Council meeting • Wasatch Back Mountain Accord meeting • Silver Creek Roundabout <ul style="list-style-type: none"> ○ Draft land acquisition offer ○ Final Concept layout review • Hallam Road Options <ul style="list-style-type: none"> ○ Arial Survey estimate ○ Refine preferred alternatives ○ Dynamic Analysis tool ○ Contact information and preliminary input • Mountain Accord – Wasatch Back <ul style="list-style-type: none"> ○ Transportation Plans out line – Wasatch, Summit and Park City ○ State Travel Model – Mountain Accord Travel Model coordination • State Wide Travel Demand Data <ul style="list-style-type: none"> ○ Preliminary UDOT Long Range Plan Update ○ Preview a COG meeting on the details • Impact Fee – Snyderville Basin Water Reclamation • Murnin – Kilgore / Hotel Access to SR-224 • Ragnar event permit

<u>Department</u>	<u>Description of Updates</u>
	<ul style="list-style-type: none"> • Winter Sports School – pedestrian accessibility – Park / SB Rec coordination • Special Events review • Roundabout Art – Summit County Art Advisory Board • Tanger Outlet – follow-up • Village at Kimball Junction – Prepare Smiths final • Snyderville Basin TMP update – consultant concepts • Echo Henefer Trail grant – final concepts • Safe Sidewalk Grant opportunities • North Summit Recreation – trails concepts • Wasatch County Coordination - Trails, Goals, Meeting, understanding • Review of 2 plat amendments • 1 Mylar review • Materials Testing Bid preparation • Parkview Drive Reconstruction Bid preparation • Slurry Seal Project preparation • Overlay Project Bid preparation • Public Work/Engineering Projects <ul style="list-style-type: none"> ○ 6 Blue Sky permits ○ 2 Rough Grade inspections ○ 1 Questar Gad inspections ○ 1 complaint • Right of Way Permit Activity <ul style="list-style-type: none"> ○ 16 permits issued ○ All West at Woodenshoe Road and West Henefer Road ○ Rocky Mountain Power ○ Mountain Regional Water leak ○ Questar on Henefer, Powderwood and Cutter Lane • Residential Permit Activity <ul style="list-style-type: none"> ○ 30 plans reviewed ○ 19 driveway inspections ○ 20 erosion control inspections ○ 2 code enforcement
Facilities	<p><u>Submitted by Mike Crystal, Facilities Director:</u></p> <ol style="list-style-type: none"> 1- Remodel of district court 2- Selected EDA, a firm for various projects animal shelter, courthouse, Kamas 3- Volunteer group planting trees and sprucing up Marion park on the 7th 4- One employee out with knee replacement
Health Department	<p><u>Submitted by Rich Bullough, Health Director:</u></p> <p><u>Expanded Environmental Health Capacity:</u> As highlighted previously, many of the public health issues in Summit County are issues related to the environment. With the support of the Summit County Council and the County Manager, we have recently had the opportunity to expand our capacity and ability to meet these demands. We have:</p> <ul style="list-style-type: none"> • Hired a new Environmental Health Director, Phil Bondurant, MPH, LEHS, RS. Phil comes with superb applied and leadership skills and will prove to be an asset to the County. • Hired a new Environmental Health Scientist, Rocky Pace. Rocky has training in biology and extensive experience applied experience. He brings great technical and communication skills, and a practical approach, to our water and air quality efforts. • Filled a vacant Environmental Health Scientist position through the hire of Jon Drozd. Jon will focus on food and restaurant safety and also support other department-wide efforts.

<u>Department</u>	<u>Description of Updates</u>
	<ul style="list-style-type: none"> • Long-time staff, Leslie Freeman and Nate Brooks, will continue their current work and help supervise field activities of Rocky and Jon. • Also, we have hired a contract firm to begin detailed assessment of surface and ground water, as well as aid in development of long-term strategies and priority setting related to sewer, and conversion to sewer. <p><u>Creative Approaches to Expanded Fresh Produce Availability:</u> The L'Oakley Grown Community Market wants to have more produce available at the farmers market this summer so that it better meets the community's needs. SCHD employee Allison Stuart, and partners, are attempting a variety of strategies to accomplish this, including:</p> <ul style="list-style-type: none"> • Shifting the dates of the farmers market to better align with Utah's growing season. <p>Piloting a "farmers market supported agriculture" program, akin to a CSA (community supported agriculture), which might be the first of its kind. Since many local farmers do not have staff or produce available to commit to an additional Saturday farmers market, the L'Oakley Market Director will invest in a few shares of a CSA so that extra produce is available. The market will resell items from the CSA to recuperate costs. Although it will be extra work on the part of the market staff, it will be a benefit to the community; we hope it will also benefit the participating CSA</p>
Information Technology	<p><u>Submitted by Ron Boyer, IT Director:</u></p> <p>IT met with Health Department staff to discuss possibilities to apply for grants for broadband expansion. Determined that list of current federal grants do not fit what programs the Health Department is currently supporting. There are some areas in which increased broadband or any broadband would be a major help for those being served by the county. We will continue to look at this issue.</p> <p>Started website redesign process by having a consultant visit with county employees to determine what they would like to have in new website design. Over the next few weeks, CivicPlus will be going over our existing content and organizing it for the new site.</p> <p>IT is coordinating with Park City IT and Spillman to upgrade the existing Spillman server to new server. This will make our hardware meet the requirements to update the jail software this year.</p> <p>We have installed new microphones and televisions in the Council Chambers in Coalville. The new microphones pave the way for live streaming of public meetings. The new television displays make it easier for those in attendance at the meeting to view presentations.</p> <p>IT is also working with the Building Department to demo new plan check software. We are also testing a different type of firewall, that we may use on the Coalville network in anticipation of upgraded the phone system</p>
Justice Center	
Library	<p><u>Submitted by Dan Compton, Library Director:</u></p> <p><u>Food For Fines</u> - During National Library Week (April 14-19) we will be accepting one can of non-perishable food for each dollar of fines owed on patrons' accounts. We do this each year during National Library Week and also in November around Thanksgiving.</p> <p><u>Third Annual 4th and 5th Grade Poetry Recitation Contest</u> Sheldon Richins Building Auditorium Tuesday, April 29, 2014 6:00—8:00 p.m.</p> <p>In celebration of the spoken word and National Poetry Month, The Summit County Library is proud to host a friendly inter-scholastic poetry recitation contest among selected students from 4th and 5th grade classrooms at Summit County schools. Each school will send no more than 3 contestants to compete at each grade level. We hope to have a full contingent represented from each grade level at each school. Modest prizes will be provided to the winners at each grade level, and a certificate of recognition will be provided to all contestants</p>

<u>Department</u>	<u>Description of Updates</u>
Mountain Regional Water	
Park City Fire Service District	Submitted by Paul Hewitt, Fire Chief: See attached Monthly Operations Report
Personnel	
Public Works	<p>Submitted by Derrick Radke, Public Works Director:</p> <p>Road Crew</p> <ul style="list-style-type: none"> • Routine Equipment Maintenance • Sign Build/Installation/Replacement & Guardrail Reflector Replacement • Sign Reflectivity Inspections • Bus Shelter Maintenance • Pothole Patching • Two Snow Events. <p>Public Works Misc.</p> <ul style="list-style-type: none"> • Various Meetings on Transit Operations and Planning • Equipment Bids • Worked on draft Capital Road Plan • Worked on Service Area 3 “Annex” • Inquiries from Uintalands of Road Status – Private, not Public • US-40 Underpass...Finished up RAP Tax Grant • Weber Canyon HOA meeting <p>Weed Dept.</p> <ul style="list-style-type: none"> • Weed board meeting; • Pamphlets for H.O.A. meeting coming up in April • Meeting with Weber Canyon H.O.A’s • Prepared material for (outreach events) in April • Meeting with chemical rep’s on chemical prices • Meeting ranchers on dry farm spraying • Mapping areas for spring helicopter spraying <p>Solid Waste</p> <ul style="list-style-type: none"> • Awarded bid to Ace Disposal for the collection of the Wyoming side of the Uinta’s. I have given them the agreement to sign and am waiting to get it back from them. This change will happen on May 1. • The metal pile has been put out for bid. It is estimated that we have 200-300 tons of metal. Those bids are due Monday April 7, 2014. • We power washed the D7, 826, and 950 and then they were serviced this week by Wheeler for their 1000 hr services. • Performed an audit on Kronos and verbally reprimanded one employee for their schedule issues. • Jeff Ovard is back after 10 weeks off for knee replacement surgery. He has been released to full duty. • Waiting on the Health Dept. for an updated quote on the purchase of a methane gas detector. The old unit doesn’t work anymore and the purchase of a new one was never completed last year, as anticipated.

Department	Description of Updates																																																							
	<ul style="list-style-type: none"> Received the bids for the compactor. See the table below for the preliminary figures. A final analysis will be made and then submitted to the Manager for approval. <table border="1" data-bbox="326 247 1442 653"> <thead> <tr> <th data-bbox="326 247 459 415">Company</th> <th data-bbox="459 247 602 415">Machine</th> <th data-bbox="602 247 732 415">Total Price</th> <th data-bbox="732 247 862 415">826H Trade-In</th> <th data-bbox="862 247 992 415">5 yr Buyback</th> <th data-bbox="992 247 1122 415">Cost-Trade</th> <th data-bbox="1122 247 1289 415">Total [complete-(trade-in)-(buy-back)]</th> <th data-bbox="1289 247 1442 415">Annual Cost</th> </tr> </thead> <tbody> <tr> <td data-bbox="326 415 459 457">TANA</td> <td data-bbox="459 415 602 457">E320</td> <td data-bbox="602 415 732 457">\$568,500</td> <td data-bbox="732 415 862 457">\$50,000</td> <td data-bbox="862 415 992 457">\$150,000</td> <td data-bbox="992 415 1122 457">\$518,500</td> <td data-bbox="1122 415 1289 457">\$368,500</td> <td data-bbox="1289 415 1442 457">\$73,700</td> </tr> <tr> <td data-bbox="326 457 459 499">TANA</td> <td data-bbox="459 457 602 499">E380</td> <td data-bbox="602 457 732 499">\$598,500</td> <td data-bbox="732 457 862 499">\$50,000</td> <td data-bbox="862 457 992 499">\$165,000</td> <td data-bbox="992 457 1122 499">\$548,500</td> <td data-bbox="1122 457 1289 499">\$383,500</td> <td data-bbox="1289 457 1442 499">\$76,700</td> </tr> <tr> <td data-bbox="326 499 459 541">CAT</td> <td data-bbox="459 499 602 541">826K</td> <td data-bbox="602 499 732 541">\$612,800</td> <td data-bbox="732 499 862 541">\$120,000</td> <td data-bbox="862 499 992 541">\$310,000</td> <td data-bbox="992 499 1122 541">\$492,800</td> <td data-bbox="1122 499 1289 541">\$182,800</td> <td data-bbox="1289 499 1442 541">\$36,560</td> </tr> <tr> <td data-bbox="326 541 459 615">BOMAG</td> <td data-bbox="459 541 602 615">BC772RB-2</td> <td data-bbox="602 541 732 615">\$481,198</td> <td data-bbox="732 541 862 615">\$115,000</td> <td data-bbox="862 541 992 615">\$110,485</td> <td data-bbox="992 541 1122 615">\$366,198</td> <td data-bbox="1122 541 1289 615">\$255,713</td> <td data-bbox="1289 541 1442 615">\$51,143</td> </tr> <tr> <td data-bbox="326 615 459 653">ALION</td> <td data-bbox="459 615 602 653">ADV 500</td> <td data-bbox="602 615 732 653">\$589,427</td> <td data-bbox="732 615 862 653">\$140,000</td> <td data-bbox="862 615 992 653">\$176,830</td> <td data-bbox="992 615 1122 653">\$449,427</td> <td data-bbox="1122 615 1289 653">\$272,597</td> <td data-bbox="1289 615 1442 653">\$54,519</td> </tr> </tbody> </table>								Company	Machine	Total Price	826H Trade-In	5 yr Buyback	Cost-Trade	Total [complete-(trade-in)-(buy-back)]	Annual Cost	TANA	E320	\$568,500	\$50,000	\$150,000	\$518,500	\$368,500	\$73,700	TANA	E380	\$598,500	\$50,000	\$165,000	\$548,500	\$383,500	\$76,700	CAT	826K	\$612,800	\$120,000	\$310,000	\$492,800	\$182,800	\$36,560	BOMAG	BC772RB-2	\$481,198	\$115,000	\$110,485	\$366,198	\$255,713	\$51,143	ALION	ADV 500	\$589,427	\$140,000	\$176,830	\$449,427	\$272,597	\$54,519
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Snyderville Basin Recreation	Submitted by Rena Jordan, Director: See attached report																																																							
USU Extension																																																								

COMMUNITY DEVELOPMENT

- The department received 10 new building applications and 5 new planning applications this past week as follows:

NEW BUILDING PERMITS March 20-26, 2014

Date	Name	Address	Description
03/20/14	Lance Rees	1260 W Hobson Ln	Single Family Dwelling
03/20/14	Molly Campbell	4863 Charlais Ln	Interior Remodel
03/20/14	William F. Atken	2885 Elk Meadow Dr.	Basement Finish
03/20/14	William Todd Haven	1427 W Settlement Dr.	Interior Wall Repair
03/21/14	UOP Sign	3419 Olympic Parkway	UOP SIGN
03/21/14	Janet Hinman	3397 Saddleback Rd	Furnace
03/24/14	Rob Corcoran	1643 West Fort Rd	Interior Remodel
03/24/14	Alan & Michele Finnegan	5890 Trail Side Loop	Gas Fireplace
03/24/14	Nutraceutical	4137 N HWY 224	Electrical Service
03/24/14	Eastwind Associates	3286 Lower Saddleback Rd	4 Townhomes / Canyon Links

NEW PLANNING APPLICATIONS March 20-26, 2014

Project Number	Description
2014-055	Sinclair Sign Sign Permit 185 Aspen Drive SU-K-54-55
2014-056	Shuman Ag Exempt Ag Exempt NS-837-1-A
2014-057	MHM Veterinary Clinic/Boarding Appeal Appeal of Decision 1005 Beehive Drive SL-H-508
2014-058	Natural Instincts Sign Permit Sign Permit 1675 W Redstone Center Dr. RS-2-1AM
2014-059	AT&T Microwave Dish CUP Conditional Use Permit SS-65-1

Respectfully Submitted, Patrick Putt
Community Development Director

COMMUNITY DEVELOPMENT

- The department received 13 new building applications and 9 new planning applications this past week as follows:

NEW BUILDING PERMITS

March 27 – April 2, 2014

Name	Address	Description
William and Shawn Mick	1580 Crescent Rd	Garage to Living Space
4205 Hidden Cove Dr.	4205 Hidden Cove Rd	Interior Remodel
Andrew Nelson	3100 Katie's Crossing	Interior Basement Finish
Scott Meehan	4080 Woodland Dr.	Photovoltaic
Zumiez	6699 N Landmark Dr. Suite M-100	TI Remodel
Advance Media / New Park	1389 Center Drive	Tenant Improvement
Harmony Health LLC	1182 Center Drive D-100	Demising Wall
Diana Turner	639 Splendor Valley Rd	Power to Panel
Gregory White	3130 W SR 32	Electrical (Trailer)
Kim Cashmer	5975 N Foxpoint Cir #AZ	Interior Loft Addition
Ken Tiffany	1629 W Redstone Ave #A-1	Interior Loft Addition
Barbara LeMarrec	2045 Mahre Dr.	Interior Remodel
Brad Densley	1709 W Tollgate Rd	Single Family Dwelling

NEW PLANNING APPLICATIONS
March 27 – April 2, 2014

Project Number	Description
2014-060	Hugo Coffee Banner Sign Permit Park City Tech Center
2014-061	Quigley Guest House LIP Low Impact Permit 100 E. Old Ranch Rd SS-80-D-1 & RCRK-A
2014-062	The Ultimate Challenge Race 2014 Special Event Throughout County
2014-063	Christiansen Ag Exempt Ag Exempt 2405 North East Henefer Road CRS-A
2014-064	Davis Lot of Record Lot of Record CD-431-C
2014-065	Siddoway Lot of Record Lot of Record NS-59-B-1
2014-066	Siddoway LLA Lot Line Adjustment 7120 N State RD 32 NS-59-1
2014-067	Trails at Jeremy Ranch Special Exception Special Exception 8731 N Trails Drive TJR-1
2014-068	Cognition Winery LIP Low Impact Permit 6421 N Business Park Loop Rd, Ste. F SLVCC-F

Respectfully Submitted, Patrick Putt
Community Development Director

Monthly Operations Report - March 2014

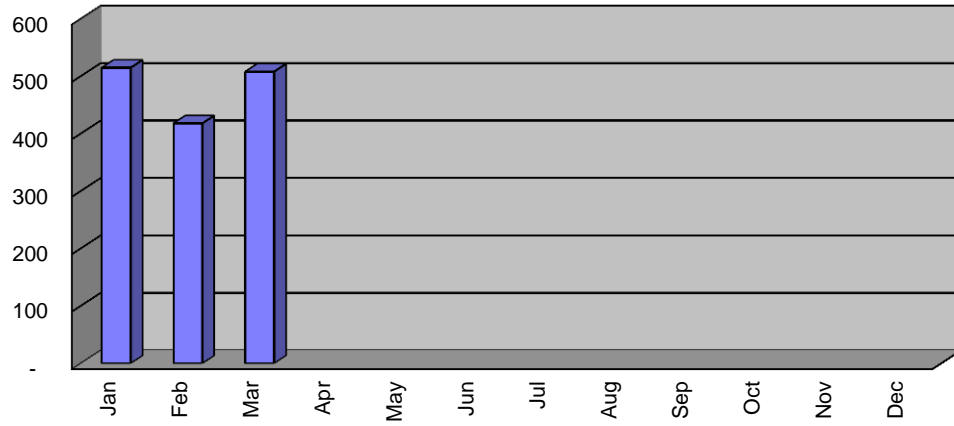
Park City Fire District



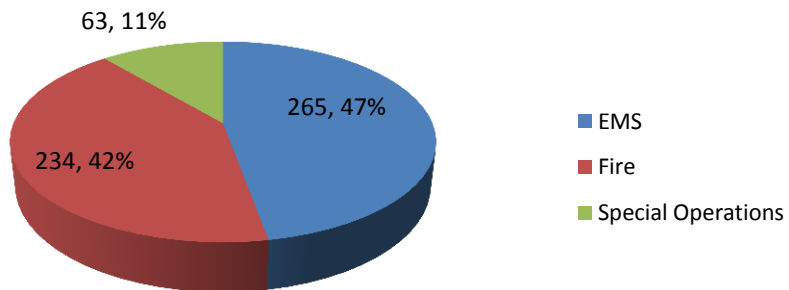
House Fire Deer Valley 3-21-2014

Monthly Operations Report March - 2014

Monthly Calls - 2014



Total Training Hours by Category - March 2014
Park City Fire District



Monthly Operations Report March - 2014

Fire Summary

Basement live fire drills were conducted at the tower for March fire training. These fires present one of the most difficult and dangerous challenges for firefighters. The training focused on strategies and tactics to reduce the inherent risk. These were multi-company evolutions and as real time as possible for a training exercise.

On March 17th, Summit Co. Fire Warden, Bryce Boyer, reviewed the Yarnell (Prescott, Arizona) fire where tragically 19 hotshot firefighters lost their lives last summer. Tactics and communications were reviewed and mistakes were identified by Bryce and PCFD personnel in an effort to understand how quickly conditions can change and how the simple failure to observe all “watch-out” situations can have catastrophic results. Furthermore, similarities in topography, resources and tactics were found with the recent Rockport 5 Fire last summer. The training was part of an on-going effort to prepare for a possibly explosive fire season.

Crews also completed a combination fire attack and vent-enter-search evolution at the tower. This drill involved tasking the first arriving engine with multiple, critical initial assignments and analyzing the prioritization and implementation process of each crew. The exercise was well received by the crews and much valuable input was given for future training.

The March quick drill involved establishing a water supply and deploying a Blitz monitor. The monitor is capable of delivering 500 gallon of water a minute by a single firefighter and is an extremely valuable resource, especially to an understaffed crew facing a large fire upon arrival. Teams were able to streamline the task and shave critical seconds off the overall evolution.

The crew from Station 36 utilized an online video and test to provide elevator rescue training. The training involved advanced techniques on how to safely and effectively rescue occupants of a stalled elevator.

EMS Summary

March CME was a class on wave form capnography and general advanced airway management. Wave form capnography is an accurate means of measuring effective ventilation and circulation of a critical patient. It also acts as an additional confirmation for endotracheal tube placement. Crews were able to identify how and when to use this tool to accurately diagnose and treat airway emergencies. WebEx was also used to deliver the training to crews off-site, allowing them to stay in their response area.

Monthly Operations Report March - 2014

Additional CME was on pediatric emergencies by Dr. Laura Sells from Primary Children's Medical Center. Dr. Sells is also an Associate Professor at the U of U Medical School, so she was able to present the latest in research and treatment for pre-hospital medical and traumatic incidents.

Medical Control for March was pediatric trauma presented by Dr Macintosh. Twenty two firefighters were in attendance. Web Ex was also used to extend to those unable to attend and was well received.

Special Operations

Firefighter St. John taught ice rescue throughout the month (figure 1 &2). March was chosen since this is the time of year the ice begins to melt and thin while people are still accustomed to a surface they can walk and recreate on. The training was a real-time scenario involving a tiered response, from the awareness-trained crews limited to shore based operations to the technician-trained crews which can ultimately enter the ice in exposure suits. During the training, Firefighter St. John was also able to certify all special operations employees to the ice rescue technician level through Dive Rescue International where he is certified as an instructor.

UT-TF1

During the month of March, UTTF1 hosted a 60 hour rope rescue technician class for personnel from Park City Fire District, Unified Fire Authority, and Salt Lake City Fire Department. The training is the first in approximately 280 hours of training required to be a FEMA Rescue Specialist. Currently, the PCFD has 14 employees that have achieved this certification and are active FEMA Rescue Specialists for UT-TF1.

Other Training

SCBA mask fit testing was completed throughout the month of March. This OSHA required testing determines how well the employees SCBA mask seals from the outside air, smoke, and hazards. Next month, all masks and SCBA assemblies will be tested for proper air flow during use. This is a very time consuming and documentation oriented process that is overseen by four PCFD trained employees.

The Officer Development Program was officially launched and 21 applications were received. The next phase is a written exam followed by an oral interview for all candidates.

Fifteen applications were completed and submitted to the BEMS for AEMT and Paramedic recertification. The process should be finalized by April 30th.

Monthly Operations Report March - 2014

Public Education

3/26 and 3/27 Station 36 crews hosted approximately 40 pre-school kids from a local daycare. The crews educated the children on safety hazards around the house, dressed in their fire PPE, and let the kids tour the apparatus and fire station.

3/21 and 3/22 The crew from Station 37 lectured at the Rural Ambulance Transport Conference at PKMC. The focus of their presentation was on safety issues and patient care challenges while operating in an ambulance. This training was organized by PKMC and is designed to train RN's at rural facilities in the event they are needed to assist EMS personnel during patient transports.

Girl Scouts and Chrysalis Program members also were welcomed to PCFD fire stations for tours and fire safety education.

PR Events

Crews stood by for weekly concerts at the Canyons Spring Fling events.

Multiple UOP events required EMS crews to be on site during the month.

PCHS Lacrosse standbys occurred throughout the month

Significant Incidents:

3/4 A31 and E31 responded to a male c/o of abnormal behavior and possible stroke. Paramedics found the patient in his vehicle with unstable ventricular tachycardia, a life threatening heart rhythm. The patient was cardioverted (shocked) two times. A31 then transported the patient to UUMC in stable condition. Early recognition and appropriate treatment led to a positive patient outcome.

3/5 E38 and A34 responded to a party with intoxicated young adults in the Solamere area. One patient went unconscious and was unable to be aroused. Crews started an IO (an IV inserted into the bone marrow) and transported. It was later discovered to be a GHB overdose and the patient was put on a ventilator.

3/10 Crews responded to a traumatic cardiac arrest at the Canyons ski area. Canyons ski patrol, E36, A34 and AirMed successfully resuscitated a 13 y.o. boy from a possible "R on T" phenomenon, where a sudden, traumatic impact on a specific area of the chest can generate enough force to "shock" the heart into ventricular fibrillation, which is a fatal rhythm. The patient had been in the terrain park, where he crashed off of a large jump. Ski patrol used their automatic external defibrillator (AED) to successfully shock the patient back into a life sustaining rhythm. PCFD crews assisted in advanced airway management and stabilization of the patient for flight to Primary Children's Medical Center. The patient is expected to survive, but it is unknown if he will have any permanent physical/mental injury.

Monthly Operations Report March - 2014

3/10 E31, A31, A38, and BC3 responded to a 24 y.o. full arrest at the MARC in Park Meadows. The patient collapsed while exercising. CPR was initiated and the patient was defibrillated by on site staff with an AED. PCFD crews arrived and the patient quickly reverted to ventricular fibrillation, requiring additional defibrillation from A31 and crew. A31 transported to PKMC and the patient was found to have an irregular heart rhythm he was unaware of. This was a fantastic save! Had it not been for the quick actions of the MARC staff (defibrillation and quality CPR) and the additional efforts of PCFD personnel, the outcome would likely have been death. PCFD will recognize the staff formally in early April and those involved will receive life-saver pins.

3/11 Hazmat 33, A35, and BC3 responded to a small explosion made from combining toilet cleaner and foil at (address withheld). Only one device was used. There were no injuries or property damage, but due to the nature of the chemicals, Hazmat Technicians were dispatched and law enforcement is currently investigating the incident.

3/21 Stations 31, 34, 36, 37, and 35 responded on a structure fire on 415 Deer Valley Drive (figure 2). On arrival, crews found the roof fully involved and threatening to extend to the homes on either side. The fire was quickly knocked down using an elevated stream with no firefighter or civilian injuries. Although the home was being renovated at the time, the fire place was being used and was determined to be the source of the fire.

3/11 E35, WT37, A31 and BC3 responded to a Fed Ex tractor trailer fire on I-80 at mm 136 to offer mutual aid for UFA (Figure 3). Units were on scene from 0200-0600. PCFD crews worked tirelessly to coordinate efforts and provide water, man-power and support during the extinguishment and overhaul. I-80 E.B. was closed for approximately 4 hours due to the fire. The result was the total loss of the semi-tractor, trailer and cargo. The crew on scene exhausted 5 air bottles per person in the process. UFA expressed much thanks for our assistance.

Monthly Operations Report March - 2014



Figure 1



Figure 2



Snyderville Basin Recreation District

Projects, Projects, Projects!

The District will be undertaking to complete 19 new capital projects beginning now and finishing by October 15th! These projects include:

THE FIELDHOUSE

- Completion of the Fieldhouse addition nearly there..... We have a big open house and one day community pass sale on Saturday May 3rd from 9am to Noon. We will have a lot of short fitness classes for people to try out. The first week following that (4th to the 11th) ALL fitness classes will be free.
- Initial Planning and initial design of the final phase of the Fieldhouse..... as crazy as that feels as we are just finishing this phase!



PARKS Capital Projects

- Enhancements to the Willow Creek Dog Park that were not finished last fall
- Addition of Tennis Courts at Willow Creek Park
- Addition of Par Course Exercise Equipment around the trail that circles Willow Creek Park
- Addition and re-design of the Skatepark in upper Trailside Park
- Expansion of the Trailside Dog Park
- Installation of Pavilions near the tennis courts at Trailside Park
- Installation of Security Camera Poles in Trailside Park

- Expansion of the outdoor storage area of the Trailside Administration Building to move some of the equipment that is kept in our parking lot to behind our building.
- Addition of a new dog park at the field at The Woods at Parley's Lane property
- Installation of safety nets at the Matt Knoop Park that will protect both spectators as well as the cars that are parked near the goals
- Additional Shade to be installed over the playground at Matt Knoop Park
- Addition of fencing surrounding the north side of the playing field at Matt Knoop Park
- Addition of dugout shade at the Ecker Hills baseball fields

TRAILS Capital Projects

- Complete the study of Highway 224 crossing near the Silver Springs intersection
- Rasmussen Road paved trail project that will span from the Highway 80 overpass area up to Jeremy Ranch Road
- Kilby Road paved trail project that will span from Gorgoza Tube Park up the Summit Park Exit undercrossing
- Kimball Junction paved trail project that will span from the Olympic Parkway underpass to the existing Millennium trail adjacent to the Liberty Peaks Apartments.
- Silver Creek unpaved trail project that will span from the Highway 80 underpass along Wasatch Way up to Bitner Ranch Road, through the lower Preserve and Glenwild area, connecting to current Basin Recreation trails, including Flying Dog.
- Installation of a stream crossing at the Spring Creek Trailhead area, working together with Swanner.
- Completion of the Trailside Bike Park Expansion
- Support as needed the Highway 40 recreation and wildlife crossing (lead by UDOT)



-

RECREATION PROGRAMMING

- Enrollment has begun for our Summer Camp season and we are already filling up some of our camps
- We will be hosting Spring Break camps, which typically have 60 to 80 children participating
- We are hosting the following programs in the next month: Volleyball, Lacrosse, indoor soccer academy and our teen youth crew ventures



THE OFFICE STUFF

- Continued planning with Park City Recreation about the BIG joint projects we may pursue together
- Finishing our Financial Audit for 2013
- Kick off the use of a new timecard system which is centered around finger print read for clocking in.
- Preparing for the addition of 42 seasonal employees to join us
- Working with BOSAC and the Council..... To Bond or not to Bond in November
- Cleaning up our Trail Easement recordings
- Working with Utah Open Lands on management plan of Toll Canyon
- Participation on the Mountain Accord subcommittee work on recreation
- Everyone here will be getting their initial biometric testing done

It is going to be a very busy six months for us..... but we always find a way to have FUN!

MINUTES

SUMMIT COUNTY BOARD OF COUNTY COUNCIL WEDNESDAY, MARCH 19, 2014 SHELDON RICHINS BUILDING PARK CITY, UTAH

PRESENT:

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

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

CLOSED SESSION

Council Member Carson made a motion to convene in closed session to discuss property acquisition. The motion was seconded by Council Member McMullin and passed unanimously, 4 to 0.

The Summit County Council met in closed session for the purpose of discussing property acquisition from 1:40 p.m. to 3:00 p.m. Those in attendance were:

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

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
Jami Brackin, *Deputy Attorney*
Lisa Yoder, *Sustainability Coordinator*

Brian Baker, *Zion's Bank*
Erin Bragg
Cheryl Fox
Polly Ivers
Rena Jordan, *Snyderville Basin Recreation District*

Nell Larson
Scott McClelland
Jim Shea
Marilyn Stinson
Jan Wilking

Council Member McMullin made a motion to dismiss from closed session and to convene in regular session. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0.

REGULAR MEETING

Chair Robinson called the regular meeting to order at 3:15 pm.

- **Pledge of Allegiance**

APPROVAL OF THE 2013-2014 UTAH RETIREMENT SYSTEM RATES; BRIAN BELLAMY, DIRECTOR OF PERSONNEL

Personnel Director Brian Bellamy explained that the retirement system rates are dictated by the State of Utah. He recalled that the retirement system had different components prior to 2011, which is the Tier 1 plan, and those who entered the retirement system after June 30, 2011, are on the Tier 2 plan. He explained that all elected officials must participate in the Tier 2 plan. He reviewed the rate increases as shown in his staff report and explained that they have already been planned for in the budget. He noted that, on the Tier 1 Public Safety Contributory Plan, the County is only required to pay 20.83%, and the employee share is 12.29%. There are still 11 employees on that plan, and in 2011 the Council decided that the employees would only pay 3%, and the County would pay the remainder, which is currently 32.12%. If the Council would like to discuss changing that, he recommended they do it in July or August prior to budget season.

County Manager Bob Jasper explained that the County is required to be on the State retirement system, and it was the State's decision to raise the rates, not the County's. Over the years the State has added to the retirement system and then did not have the money to sustain it, so everyone is paying the price for that now.

Council Member Carson noted that the County will actually pay less for Public Safety Contributory employees who pay 3% than it does for the Public Safety Non-contributory employees, and she suggested that they leave the employee contribution rate as it is.

Mr. Bellamy also noted that for all elected officials prior to 2011, the County also puts into a 401(k) plan the 13% that it used to contribute for all employees. A few elected officials have asked about increasing that amount, because the employees now receive more than that. He explained that is the only other variable over which the Council has any control.

Council Member McMullin made a motion to approve the 2013-2014 Utah Retirement System rates as presented. The motion was seconded by Council Member Carson and passed unanimously, 4 to 0.

APPOINT MEMBER TO THE SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Council Member Armstrong made a motion to appoint Ben Castro to fill the unexpired term of Jay Burke on the Snyderville Basin Special Recreation District Administrative Control Board, with his term to expire December 31, 2017. The motion was seconded by Council Member Carson and passed unanimously, 4 to 0.

CONTINUED DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION NO. 2014-08, PEACE HOUSE TRANSITIONAL HOUSING PLAN; JAMI BRACKIN, CIVIL ATTORNEY

Deputy County Attorney Jami Brackin reported that the changes discussed at last week's meeting have been incorporated into the plan. She and Scott Loomis with Mountainlands Community Housing Trust suggested changing the final paragraph in the resolution to state "other affordable housing uses" rather than referring to organizations, so the County would be allowed to use the funds itself if it chooses to.

Chair Robinson explained that he made a change to clarify that after Peace House has met the conditions, they will get the grant, because the previous wording was vague as to when they would receive the grant.

Council Member McMullin made a motion to adopt Resolution No. 2014-08 as amended by Chair Robinson and Ms. Brackin. The motion was seconded by Council Member Carson and passed unanimously, 4 to 0.

CONTINUED DISCUSSION (ESTABLISH EMISSIONS REDUCTION GOAL) AND POSSIBLE ADOPTION OF THE 2014-2016 SUSTAINABILITY PLAN; LISA YODER, SUSTAINABILITY COORDINATOR

Sustainability Coordinator Lisa Yoder reviewed the changes to the 2014-2016 Sustainability Plan since last week's work session. She noted that the top three goals refer to County facilities and efficiencies, and the remainder refer to County-wide measures.

Chair Robinson requested that they add wildlife habitat to the land management section of the plan. He suggested that the Governor's Sage Grouse Management Plan be removed, as it would fall under the wildlife habitat bullet point. He recalled that they wanted to discuss metrics and a goal for emissions. Ms. Yoder explained that the County is on track to meet its goal this year of 13% below 2005 business as usual levels. The question is what goal they want to set going forward. She explained that one challenge in setting a goal is how to accommodate for growth. She explained that some entities set a goal for reduction from year to year as facilities and operations grow. She noted that the County's goal of 13% in three years was aggressive, and it is easier to reach goals in the first few years, because they do all the big ticket items first. Chair Robinson asked if Ms. Yoder could bring to the Council some goals for reduction of greenhouse gases for County operations and for County-wide reductions. Council Member Armstrong stated that he believed they should determine what savings would be reasonable on a year-to-year basis. He suggested that Ms. Yoder return with a percentage reduction for this year. He would like to set a reasonable standard for this year that they could meet or exceed. Council Member Carson believed part of setting that goal would come from the greenhouse gas reduction study. Ms. Yoder explained that would be the case for the County-wide goal.

Mr. Jasper stated that he is hearing from the Council that they want to be a little more aggressive with the sustainability plan. Chair Robinson stated that they are looking for a proposal from Staff as to what the goals should be.

Chair Robinson commented that the payback on putting solar on the Justice Center would be very slow, and it would be much better if they could get a grant. He was not sure he would want to invest in such a slow payback. Ms. Yoder responded that item will require further research, refining of numbers, and pursuit of grant funds.

Chair Robinson allowed Chris Hague to provide comment. Mr. Hague suggested that they include in the plan an item stating, "Protection of wildlife habitat and wildlife corridors." He stated that the Council's constituency deems that to be one of the most important things in their community. He often sees herds of deer and elk outside his window, and he would hate to see that go away because they are not doing everything they can to protect them.

Council Member Armstrong made a motion to adopt the 2014-2016 Sustainability Plan with the changes requested. The motion was seconded by Council Member Carson and passed unanimously, 4 to 0.

DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION NO. 2014-09, A RESOLUTION IN SUPPORT OF THE ANTI-BULLYING CAMPAIGN BY PARK CITY HIGH SCHOOL STUDENTS; ADAM SNYDER AND SARA TABIN, STUDENT COUNCIL

Council Member McMullin explained that Jade Kinsman, a middle-school student, also has a presentation to make regarding bullying.

Adam Snyder and Sara Tabin explained that earlier this year they were approached by Council Member Armstrong to discuss the possibility of creating an anti-bullying resolution. They explained that what the students observed was not direct violence and aggression at school, but the more insidious forms of bullying like cyber-bullying, rumors, and exclusion. They read the proposed resolution.

Chair Robinson asked if the students would be willing to change the recital which states, “In support of the students of Park City, Utah,” to include the other students in the County. Council Member Armstrong suggested that they not do that. He stated that Adam and Sara came to every meeting and worked very hard on this resolution and have ownership in it. He stated that he was engaged by a parent to deal with a bullying situation at South Summit High School, and he would like to see South Summit and North Summit High Schools do the same thing and work through the issues themselves.

Adam and Sara presented an anti-bullying video they had prepared.

Council Member McMullin explained that Jade’s assignment was to identify an issue in her community and make suggestions regarding how to address the issue. She picked bullying and identified how to address it by having teachers pass out index cards to the class and having students identify who they would like to friend. The teacher could then identify which students were left out and make efforts to include those students in activities and watch out for them. The teacher liked the idea so much that she is interested in pursuing it further. Part of Jade’s assignment was to get a law passed, a resolution adopted, or a poster or T-shirt regarding the issue. She has also made a video regarding her project.

Jade presented her video to the Council.

Council Member Armstrong commented that bullying has changed. When he was younger, it was usually easy to identify, but it is more subtle now because of electronics. He believed calling attention to it is one of the most important things they can do, because bullying can result in suicide. He was impressed that these students took this on and called attention to it.

Council Member Armstrong made a motion to adopt Resolution 2014-09, a Resolution in Support of the Anti-Bullying Campaign proposed by Park City High School students Adam Snyder and Sara Tabin and adopted by the Park City Council. The motion was seconded by Council Member Carson and passed unanimously, 4 to 0.

MANAGER COMMENTS

Mr. Jasper discussed the process for converting County vehicles to natural gas and stated that he wants to be sure they do it in a sensible manner.

COUNCIL COMMENTS

Council Member Armstrong reported on the Joint Transportation Advisory Board (JTAB) meeting and stated that the Park City-Salt Lake City bus ridership is up. The CNG bus assessment on the bus barn has been completed, and a copy of it should be available soon. He stated that it does not make sense cost-wise to use a refueling station that is too far away, and it takes a while to fill a bus. They are considering whether they may have to put a CNG station on site, which would probably be the largest cost in converting to CNG. He believed they are open to exploring the most desirable fuel option.

Mr. Jasper suggested that they let the Board of Health weigh in on this issue, and this issue will be on the Board of Health's agenda soon.

Council Member Carson reported that when she was at the Capitol last week she ran into a man by the name of Mark Waterson from Wanship, who is the governmental relations representative for the American Heart Association. National Walking Day is April 2, and she told him to let her know if the Heart Association has anything with which they would like the County's support. She received an email from him with a resolution he proposes. She asked if the Council would be interested in adopting the resolution next week and if anyone would like to join her in walking for 30 minutes prior to the Council meeting on April 2. The Council Members indicated that they would be interested in adopting the resolution and participating in National Walking Day.

APPROVAL OF COUNCIL MINUTES

MARCH 5, 2014

Council Member McMullin made a motion to approve the minutes of the March 5, 2014, County Council meeting as written. The motion was seconded by Council Member Armstrong and passed unanimously, 3 to 0. Council Member Carson abstained from the vote, as she did not attend the March 5 meeting.

WORK SESSION

Chair Robinson called the work session to order at 4:30 p.m.

- **Discussion regarding water quality – Members of Summit County Board of Health and Snyderville Basin Water Reclamation District invited to attend**

County Health Director Rich Bullough explained that the issues they will discuss today primarily relate to the Snyderville Basin, but they are County-wide issues. He stated that over the last three decades, septic systems have been approved in relatively large developments, including Silver Creek, Highland Estates, Timberline, Hidden Cove, Moose Hollow, and The Preserve. Areas of concern in Eastern Summit County include Woodland, east Kamas, and Weber Canyon. In the past, the County has approved septic systems in areas where there are relatively frequent failures or small lots, which should not have been approved. He referred to the septic system policies recently adopted by the Board of Health and explained that they follow the new State

Waste Water Rule. A water quality committee has been formed to address both underground and surface water, and they are in the process of meeting with homeowners associations to discuss where things are headed and also in the process of prioritizing the high-risk neighborhoods. He stated that they have hired a consulting company to conduct a ground and surface water study and identify whether there is septic leakage into drinking water sources.

Mr. Bullough reported that there are about 7,000 septic systems in the County, but they only know where about half of them are; for example, they do not have specific information about the location of the tank. He explained that almost all existing systems are conventional septic systems, and he described how they operate. He also described the advanced systems that allow for a septic system in an area that may not percolate well. He described the types of system failures and explained that the Health Department is most concerned about situations where the leach field has failed and effluent may be going directly into the water system. He stated that they hope to have a wet spring, because if the ground water is high as the consultant takes samples, they should be able to find system failures. He explained that the Health Department makes its decisions based on health and safety and cannot permit a system that will not be safe or healthy. The advanced systems provide an alternative to standard septic systems in areas where a conventional septic system will not work.

Mr. Bullough explained that the Health Department's process for issuing septic system permits has recently been revised. They no longer design septic systems or conduct perc tests and have set up a more stringent process. System design and perc testing is now done by people licensed by the County, and the County goes on site when perc tests are conducted. New standards have been set for septic tank size based on the square footage of the structure to be sure it is adequate for the number of people who may live in the structure. The County also is on site when the tank is backfilled to be sure that is done properly.

Mr. Bullough reported that the Health Department will start an education process with Realtors, who do not really know what needs to be done with septic systems. He explained that the Health Department does not certify systems, but on a resale of a home, they can work with Realtors to let them know if there is an existing septic system and help them identify whether the system has been pumped or may have issues. He explained that the Health Department can inspect an existing system but cannot certify it, because unless it has failed, they cannot determine the status of the system and whether it might fail in the near future. One thing they are starting to do to help identify problems is to require reports from septic pumpers.

Mr. Bullough explained that, in existing subdivisions, the Health Department will be very stringent about what they will permit. If a lot does not have a good percolation rate and plenty of land, they will push toward an advanced system. He believed more and more they would bring sewer into existing neighborhoods, and they may eventually have to look at whether the County will approve development that does not have a sewer system, because septic systems are not the right answer in areas of higher density.

Council Member Carson stated that she was impressed with the approach the Health Department is taking. They are not being punitive but are taking a pro-active approach with the affected communities and trying to be helpful, educate them, and provide resources for them.

Mike Luers, General Manager of the Snyderville Basin Water Reclamation District, explained that they provide wastewater service to the Snyderville Basin with two water reclamation facilities. He provided a map showing the areas with sewer service in the Snyderville Basin and indicated subdivisions and individual lots that are currently on septic tanks. He reported that Woodside Homes recently extended a trunk line from the Bitner Ranch area to the southwest corner of Unit I, and the next phase extending sewer to the core commercial area in Silver Creek will be built this summer. He explained that the Reclamation District participated in the extension of the trunk line by paying to upsize the pipe. Mr. Luers reviewed the process for obtaining wastewater services from the Sewer District as described in his report.

Mr. Jasper pointed out that the legislature recently changed the law and placed a moratorium on assessment districts until May 2015. He recalled that in Echo, certain property owners did not want to participate in the assessment district. In most cases it will not be possible to skip over parcels, so it would be best to define an area and bring sewer to the whole area, even though some people may not want it. He suggested that the Council consider setting aside a certain amount of money to loan and subsidize assessment payments for qualified people who may not be able to pay the high monthly charge of a special assessment district. He has talked with Mr. Luers about the County taking leadership in meeting with the community and issuing the bonds and the Reclamation District overseeing the engineering and installation.

Brian Baker, financial adviser with Zions Bank, commented that the current consideration is timing, given the new legislation. He explained that the only exception to the moratorium is if they have unanimity among all the property owners in wanting to form an assessment district. He believed in this situation where the bonds are backed by the Water Reclamation District and the County, they could get financing in the 4.5% to 5% range. He stated that there is a market for these types of bonds that would interest multiple investors and drive down rates. Ms. Brackin explained that the new legislation has decreased the amount of protests, and if 35% of the taxable value protests, it would be considered a contestable petition. Mr. Baker clarified that the goal is to get as much unanimity and as many people wanting to participate as possible, which simplifies the process.

Community Development Director Patrick Putt explained that the Planning Department and Planning Commission are very interested in working with the Health Department and Water Reclamation District on these issues. He recalled that land use will be addressed in Phase II of the General Plan. He explained that there is an economic component and an environmental component to this issue, and they will try to address both environmentally and economically responsible solutions. In terms of future development in the Snyderville Basin, both issues are best addressed by a sanitary sewer system. He stated that Phase II will also emphasize working collaboratively to bring sewer into areas that are already developed or partially developed. Phase II will make sure that they infill smart in existing developed areas, and if they have existing wastewater problems, they want to solve them. It is important to realize that they are urbanizing at a rapid rate, which requires that they adopt more aggressive strategies to be sure future development does not end up on septic systems. He confirmed that, as they move forward with the General Plan, they will invite the community to be part of the process.

Chair Robinson asked what is happening in the Hoytsville/Wanship area with regard to sewer. Mr. Jasper replied that the County is working with Coalville City, which has a new sewer plant, and they are open to taking effluent from the Wanship/Hoytsville area. The County has paid for consultants and engineers to study where the line might go and what it might cost. He noted that, when they bring in sewer, density usually follows, which brings Planning into the process, and

this would allow options for clustering development. He stated that they are particularly concerned about areas like Samak and Weber Canyon as they grow and develop. Although the focus of today's discussion is on the Snyderville Basin, he wanted people in Eastern Summit County to understand that they are concerned and also looking at options there.

Liza Simpson, a member of the Board of Health, urged the Council to continue to communicate with the Board of Health and use the valuable resources they have to offer. She encouraged them to meet together more often. Mr. Bullough explained that the Board of Health develops policies that apply to both the County and municipalities, and he encouraged the Council to look at the Board of Health as a valuable resource.

CLOSED SESSION

Council Member Carson made a motion to convene in closed session to discuss property acquisition. The motion was seconded by Council Member McMullin and passed unanimously, 4 to 0.

The Summit County Council met in closed session for the purpose of discussing property acquisition from 5:30 p.m. to 6:05 p.m. Those in attendance were:

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

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
Jami Brackin, *Deputy Attorney*

Council Member Carson made a motion to dismiss from closed session to discuss property acquisition and to convene in closed session to discuss personnel. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0.

The Summit County Council met in closed session for the purpose of discussing personnel from 6:05 p.m. to 6:10 p.m. Those in attendance were:

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

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
Jami Brackin, *Deputy Attorney*

Council Member Carson made a motion to dismiss from closed session and to reconvene in regular session. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0.

PUBLIC INPUT

Chair Robinson opened the public input.

Michael Watson asked the Council to consider the use of sharrows, which are markings on an existing highway indicating a shared lane where there is not right-of-way available to acquire and install a standard bicycle lane. He requested that this be implemented on the half-mile stretch on the north side of Highland Drive from the I-80 overpass to the field house. He

provided photographs of that portion of Highland Drive indicating the area where he would like to see the sharrows added on the westbound lane of Highland Drive.

Chair Robinson asked if bicyclists could ride anywhere in the westbound lane or if they would have a duty to stay to the right side of the road. Mr. Watson explained that cyclists would have the responsibility to ride as far to the right as is practicable. Council Member Armstrong stated that he would not object to this idea but cautioned that there is a risk that it could create conflicts unless it is accompanied by education. He asked if there any accident statistics related to sharrows. Council Member Carson suggested that Mr. Watson share his presentation with Public Works Director Derrick Radke and County Engineer Leslie Crawford, as this would fall under their purview, and she would like a recommendation from them. Chair Robinson explained that the Council is interested in having something done to fix this problem, whether it is the sharrow or some other solution, and asked Mr. Jasper to follow up on this issue.

Christian Sadler stated that he is looking at the possibility of what would need to be done to split up a 100-acre parcel in Wanship. He explained that the parcel is divided up by roads, and he would like to be able to at least section off the parcel where it is divided by roads. He explained that the property is in Lake Rockport Estates, and they do not have a lot of money to deal with water and roads. He thought he could create a win-win situation by dividing his parcel into several lots, and the HOA likes the idea, because the additional fees could help them improve the water system and roads. The Council Members referred Mr. Sadler to Community Development Director Patrick Putt.

Chair Robinson closed the public input.

PUBLIC HEARING AND POSSIBLE AMENDMENT TO THE VILLAGE AT KIMBALL JUNCTION DEVELOPMENT AGREEMENT BY ADOPTION OF ORDINANCE #767-B TO MODIFY THE AFFORDABLE HOUSING IMPACT FEE IN SECTIONS 7.5.4 AND 7.6.2 OF THE AGREEMENT; MOUNTAINLANDS COMMUNITY HOUSING TRUST, APPLICANT

Kent Wilkerson with the County Engineer's Office explained that, typically, fee waivers are administered by the County Manager. However, in this case, the development agreement specifically requires that a waiver be done by amending the development agreement. It is required that a public hearing be held and an ordinance adopted amending the development agreement. He reported that no public comment has been received.

Council Member Carson confirmed with Mr. Jasper that this is something he would have approved had it come to him for a fee waiver. Mr. Jasper explained that he believes the waiver is appropriate, because the County is trying to encourage affordable housing.

Chair Robinson noted that the amendment does not tell the amount of the waiver and does not state whether OBK has already paid impact fees that need to be refunded. Mr. Jasper confirmed that OBK has already paid the impact fees. Chair Robinson asked if the County will give the money back to OBK and they will give it to Mountainlands Community Housing Trust or whether the County will give the money to Mountainlands. Mr. Wilkerson stated that the amount is \$35,000. He explained that OBK will release the fees to Mountainlands as an additional bonus to the affordable housing element. He noted that the recommendation of a fee waiver is based on the quality and location of the affordable housing in proximity to transit. Ms.

Brackin explained that the County gives the fees back to OBK with an agreement that they will give the money to Mountainlands so they can make that part of their contribution.

Council Member Carson corrected a typographical error in the amendment to the development agreement and requested that the document include the specific amount of the fee that is being waived.

Chair Robinson opened the public hearing.

There was no public comment.

Chair Robinson closed the public hearing.

Council Member Carson made a motion to adopt Ordinance #767-B to modify the affordable housing impact fee in Sections 7.5.4 and 7.6.2 of the Village at Kimball Junction Development Agreement. The motion was seconded by Council Member McMullin and passed unanimously, 4 to 0.

The County Council meeting adjourned at 6:30 p.m.

Council Chair, Chris Robinson

County Clerk, Kent Jones

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
MONDAY, MARCH 24, 2014
SHELDON RICHINS BUILDING
PARK CITY, UTAH

PRESENT:

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

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
Kent Jones, *Clerk*
Derrick Radke, *Public Works Director*
Leslie Crawford, *County Engineer*
Pat Putt, *Community Development Director*

The meeting was called to order at 3:00 p.m.

JOINT MEETING WITH PARK CITY COUNCIL

The County Council met with members of the Park City Council to discuss issues of common interest. Members of the County Staff along with members of the Park City Staff were present. Topics included in the discussion were:

Introduction: Framework of the Regional Transit Network

Leslie Crawford, Derrick Radke, Kent Cashel, and Mike Allegra

Park City-Salt Lake City Bus Service

Derrick Radke, Kent Cashel, Leslie Crawford, and Mike Allegra

Mountain Accord/One Wasatch Update

Mike Allegra, Ann Ober, and Patrick Putt

Transit Fleet CNG Study

Derrick Radke and Kent Cashel

No action was taken, and no motions or decisions were made.

All other business being completed, the Council adjourned at 5:20 p.m.

Chris Robinson, Council Chair

Kent Jones, Clerk

County Engineer



Derrick A. Radke, P.E.

MEMORANDUM

Date: April 9, 2014

To: County Council

From: Leslie Crawford, County Engineer

Re: Agenda Item for April 9, 2014
Road Respect Program

In June of 2011 the Utah Department of Transportation (UDOT), the Utah Department of Public Safety, Zero Fatalities and Bike Utah launched what has been among the most successful safety education campaigns in Utah history, with the tag line: "Road Respect: Cars and Bikes Rules to Live By." The Road Respect campaign has continued to promote safety by encouraging respect and improving interactions between drivers and bicyclists on the road. We ask your help in continuing to spread its important message.

In June, Road Respect will sponsor a Northern Utah Tour that will travel to the locations listed below:

June 19 – Park City to Coalville

June 20 – Morgan

June 21 – Cache Valley

Summit County has been approached by the Road Respect campaign to help promote and participate in the events in Coalville on June 19. Cyclists will be spending the night at the Best Western Hotel in Coalville and we have been requested to host a forum in which cycling advocates can interact with Summit County representatives in an effort to ease some of the tension that exists between motorists/farmers and cyclists. Staff has indicated that Summit County would like to participate and will host such an event, provide informed citizens to speak to cyclists, and help address some of the issues that arise between motorists and cyclists.

Members of the County staff, police department, fire districts, and elected officials are encouraged to participate in any capacity. It is the goal of staff to gain the County Council's support and participation.

Council Meeting April 9, 2014

Sage Grouse Update

Lisa Yoder, Sustainability Coordinator, Summit County will give a brief background and introduce others:

James Milliner, Principle Planner, Summit County will debrief Council following his attendance at the Sage Grouse Summit held in Salt Lake City on February 18-19, 2014.

Pam Kramer, Wildlife Biologist from Utah Division of Wildlife Resources will be available to update Council on the efforts put forth by the State of Utah in regard to increasing the sage grouse population and enhancing their habitat. Ms. Kramer will be available to explain the connection between the sage grouse management plan proposed by the U.S. Department of Interior-Bureau of Land Management (BLM) in combination with U.S. Forest Service. The collective efforts of all three governmental agencies are focused on the prevention of listing of the sage grouse as an endangered species.



AFFORDABLE HOUSING

Fees in Lieu

2007-08 Workforce Housing
(Snyderville Basin Development Code)

Enacted in December 2007 through Ordinance #682 and August 2008 through Ordinance #703

Fees-in-lieu could only be used for various workforce housing strategies. One such strategy is "[t]o assist qualifying community based housing non-profit organizations in their workforce housing endeavors, to be approved on a case by case basis by the Chief Executive of Summit County."

- ❖ Mandatory workforce housing requirement of 20% (Residential & Commercial)
- ❖ Incentive density workforce housing through CORE rezone or SPA
- ❖ Alternatives to on-site or off-site workforce housing:
 - ✓ Donation of Land to "qualified community-based housing non-profits such as Habitat for Humanity, Mountainlands Community Housing Trust, religious organizations, and Peace House"
 - ✓ Pay a fee-in-lieu (cap of 5 WUEs on commercial development)

WHAT IS A QUALIFIED “COMMUNITY-BASED HOUSING NON-PROFIT”?

- According to federal law it is generally:
 - a public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community (20 USCS § 7801(6))
 - has been classified by the Internal Revenue Service as an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986
 - has been in existence for at least 2 years
 - has a record of providing housing services to low- and moderate-income people in the community
 - is organized at the neighborhood, city, county or multi- county level (12 USCS § 4146 (1))
- The Snyderville Basin Development Code does not define the term.
- November 2007 Planning Commission meeting discussed the term and concerns that it may be too limiting, noting that “transitional housing” as provided for by the Peace House should be included.
- A series of illustrative examples of the term are given in the original 2007 workforce housing provisions which have been carried forward into the current Code:
 - Habitat for Humanity
 - Mountainlands Community Housing Trust
 - Religious Organizations
 - Peace House*

* In a separate discussion before the County Council, Mountainlands Community Housing Trust has discussed the issue of “transitional housing” for Peace House patrons



Ordinance #707-A
Repealed the CORE Rezone Provisions
On December 29, 2011



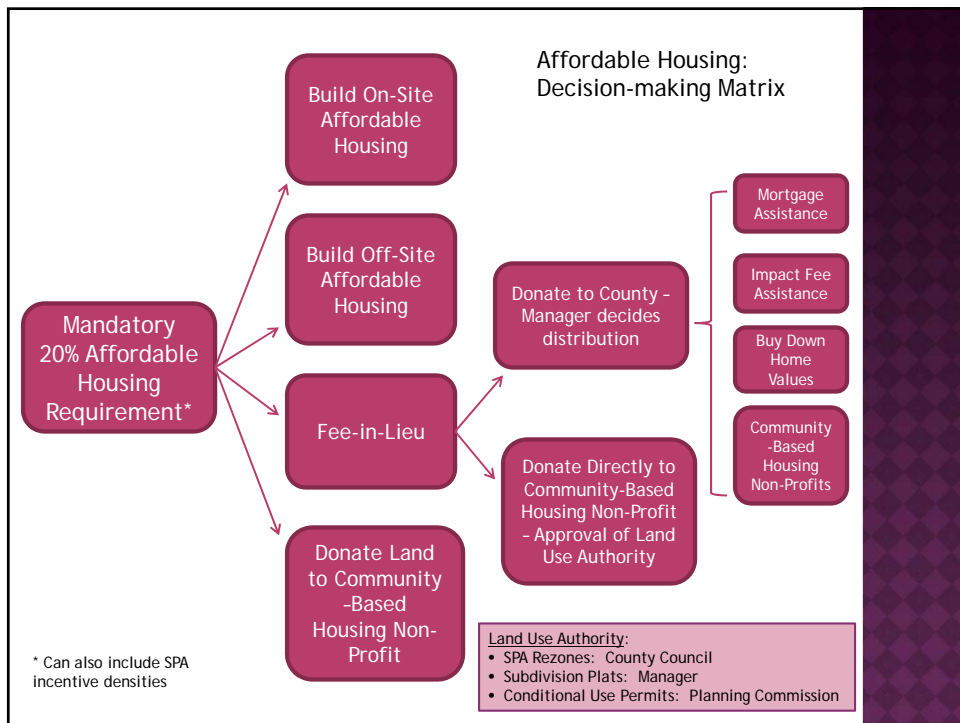
2012 Affordable Housing (Snyderville Basin Development Code)

Ordinance #783,
October 2012

➔

- ❖ Commercial developments had the mandatory workforce housing requirement calculated using a new formula (AUE formula). Further, the definition of workforce housing was expanded and renamed affordable housing.
- ❖ The cap was taken off of fees-in-lieu
- ❖ Fees-in-lieu could be paid directly to an "approved housing non-profit upon approval by the appropriate land use authority."

Where fees-in-lieu are paid to the county, the "[u]se of the funds shall be approved on a case by case basis by the chief executive of Summit County." Among the affordable housing strategies wherein the County Manager could use the funds is "[t]o assist qualifying community based housing nonprofit organizations in their affordable housing endeavors."





Snyderville Basin Special Recreation District

5715 Trailside Drive • Park City, Utah 84098

Phone: (435) 649-1564

Facsimile: (435) 649-1567

April 9, 2014

Mr. Scott Green
Chief Financial Officer
Mountain Regional Water
6421 N. Business Park Loop Road Suite A
P.O. Box 982320
Park City, Utah 84098

Dear Mr. Green,

Pursuant to Exhibits "B" and "C" of the WATER TRANSFER AND BANKING AGREEMENT (the "Agreement"), which was made and entered into on August 7, 2013 between MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT ("MRW") and the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), the Governing Board of SBSRD is required to provide written authorization for the use of any banked water entitlements.

SBSRD is currently expanding a facility it owns, the Fieldhouse, located in the Kimball Junction area of the Snyderville Basin, and wishes to utilize banked water entitlements to serve the expanded space. Please let this letter serve as authorization from the Governing Board of SBSRD for the use of 1.57 acre feet source entitlements from MRW toward the expansion of the Fieldhouse. After deducting the 1.57 acre feet from the original balance of 12.0 acre feet, SBSRD should have 10.43 acre feet of source entitlements remaining with MRW.

Regards,

Chris Robinson
Chair, Governing Board
Snyderville Basin Special Recreation District

WATER TRANSFER AND BANKING AGREEMENT
Mountain Regional Water Special Service District and Snyderville Basin Special
Recreation District

THIS WATER TRANSFER AND BANKING AGREEMENT (the "Agreement") is made and entered into as of the 7th day of August, 2013, by and between MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, a political subdivision of the State of Utah ("MRW") and the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a political subdivision of the State of Utah ("SBSRD"). MRW and SBSRD are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. MRW was established, among other things, in order to accept, own and manage water and water rights and sources of water supply which are required to be dedicated to MRW by the owners and/or developers of real property within MRW as a condition to receiving water service from MRW pursuant to the requirements of the MRW Rules and Regulations, as amended (the "Rules and Regulations").
- B. SBSRD is the owner of 17.620 acre-feet of water under decreed water rights identified of record at the Utah Division of Water Rights as Water Right Nos. 35-12711, 35-12714, 35-12717, and 35-12708 (E5289) and is currently authorized to be used for irrigation and domestic use (collectively, the "Water Right").
- C. SBSRD is also the lessee on a 20 acre-foot contract with Weber Basin Water Conservancy District ("Weber Basin"), Weber Basin Contract #63141 which is appurtenant to the Toll Canyon property (the "Water Lease"), and relates to underlying Water Right No. E763 (35-6330).
- D. SBSRD is the successor in interest to James L. Sorenson by and through an assignment with the Utah Open Lands Conservation Association, Inc., dated May 10, 2013, and recorded on May 16, 2013, as Entry No. 00970364, at Book 2186, beginning at Page 0978, in the Office of the Summit County Recorder, Utah, with respect to the following: (1) that certain *Easement Agreement* dated April 26, 1990, and recorded as Entry No. 326148 in the Office of the County Recorder, Summit County, Utah in Book 569, beginning at Page 113 (the "Well #5 Easement"); (2) that certain *Grant of Easement for Well #6, Access Easement, Well Site and Protection Zone and Agreement* dated June 4,

1991, and recorded as Entry No. 404864 in the Office of the County Recorder, Summit County, Utah in Book 807, beginning at Page 243 (the "Well #6 Easement"); and (3) that certain *Water Well Joint Use Agreement* dated April 26, 1990 (the "Joint Well Agreement"), which is by and between James L. Sorenson and Summit County by and through its Summit Park Water Special Improvement District, which grants SBSRD the right to 30 gpm of source capacity in MRW wells #5 and #6, pursuant to Well #5 Easement and the Well #6 Easement.

- E. MRW is the successor in interest to Summit County by and through its Summit Park Water Special Improvement District in the Well #5 Easement, Well #6 Easement, and the Joint Well Agreement.
- F. SBSRD desires to transfer the Water Right and assign the Water Lease to MRW in exchange for banked water right entitlements (the "Water Right Entitlements") from MRW and to obtain water service from MRW for properties developed or to be developed in the future by SBSRD within the service area of MRW. MRW is willing to accept the transfer of the Water Right and the assignment of the Water Lease, and to bank Water Rights Entitlements for the benefit of SBSRD, and MRW is willing to provide water service in accordance with its Rules and Regulations, all subject to and in conformance with the terms and provisions of this Agreement.
- G. SBSRD also desires to convert its interest in Well Easement #5, Well Easement #6, and the Joint Well Agreement into water source entitlements ("Water Source Capacity Entitlements") within the MRW system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

AGREEMENT

1. Transfer and Acceptance of the Water Right and Water Lease. Subject to the terms and provisions of this Agreement, SBSRD hereby agrees to transfer and assign to MRW, and MRW hereby agrees to accept the transfer and assignment of all of SBSRD's right, title, estate and interest in and to the Water Right and the Water Lease, subject to the following:

- a. Transfer of Water Right. At the Closing (defined below), SBSRD shall transfer all of its right, title and interest in the Water Right to MRW by quitclaim deed, including a water right deed addendum, the form and content of which is attached hereto as Exhibit “D” and by this reference made a part hereof (the “Water Deed”).
- b. Transfer of Water Lease. At the Closing, SBSRD shall transfer all of its right title and interest in the Water Lease to MRW by assignment, the form and content of which is attached as Exhibit “A” hereto and by this reference incorporated as though fully set forth herein (the “Water Lease Assignment”). SBSRD shall use its best efforts to assist MRW with Weber Basin to change the points of diversion and use to areas within MRW’s service area. MRW shall bill SBSRD for the annual lease payments until such a time as SBSRD enters into a standard water sales agreement with MRW.
- c. MRW’s Responsibility for the Water Right and Water Lease. By its acceptance of the Water Right and Water Lease, MRW assumes:
 - i. at its sole expense, all responsibility for maintaining the Water Right and Water Lease in good standing, including, without limitations, the responsibility to fully beneficially utilize the water under the Water Right and Water Lease, to prepare and file requests for extension of time, as required, and proof of beneficial use; and
 - ii. all risk of loss of the Water Right and Water Lease, including any limitation, lapsing or other loss thereof by reason of failing to maintain the Water Right and Water Lease, abandonment, forfeiture for non-use or otherwise.
- d. Application for Permanent Change of Water. Within two-hundred-forty (240) days from the Closing, MRW shall file an Application for Permanent Change of Water under the Water Right and the water right underlying the Water Lease (the “Change Application”), seeking, among other things, a change of use of water under the Water Right and the water right underlying the Water Lease from “domestic use” and “irrigation use” to “municipal use”, a change in the points of diversion, and a change in the place of use to include the service area of MRW, subject to the following:

- i. MRW shall have the right to include other water rights in the Change Application, in addition to the Water Right and the water right underlying the Water Lease. In the event that MRW includes other water rights in the Change Application, MRW shall be solely responsible for all of the costs of filing the Change Application and of the administrative and legal proceedings related thereto. In the event that MRW elects to file the Change Application on only the Water Right and the water right underlying the Water Lease, SBSRD shall be solely responsible for all of the costs of filing the Change Application and of the administrative and legal proceedings related thereto. SBSRD shall reasonably cooperate and support MRW in preparing and pursuing approval of the Change Application, and MRW shall not file the Change Application until it has obtained the written approval of the content of the same from SBSRD.
- ii. The Change Application shall be filed and its approval pursued by MRW subject to and in conformance with the provisions of Paragraph 2.

e. Use of Water by MRW under the Water Right and Water Lease. The Parties hereby acknowledge and agree that upon transfer of the Water Right and Water Lease to MRW, water under the Water Right and Water Lease shall be incorporated into and become an integral part of MRW's water supply, and that MRW shall have the absolute right, in its discretion, to utilize the water under the Water Right and the Water Lease, as it sees fit, for any authorized purpose, from any authorized source or point of diversion, and at any authorized place of use within the service area of MRW. SBSRD does not warrant or represent that the Water Right or the Water Lease can be used for any specific purpose, or at any specific location or that it may be diverted from any desired point of diversion by MRW.

2. Water Right Entitlements. In exchange for the transfer of the Water Right and assignment of the Water Lease by SBSRD to MRW, MRW shall establish a water right ledger, the form and content of which is attached as Exhibit "B" hereto and by this reference incorporated as though fully set forth herein (the "Water Right Ledger"). The Water Right Ledger shall be established subject to and in conformance with the following:

- a. Water Right Ledger. The Water Right Ledger shall be maintained by MRW in order to track the application of Water Rights Entitlements for water service by SBSRD, and to determine the remaining balance (the “Water Right Ledger Balance”). The application of Water Right Entitlements towards water service shall represent credit in full and final satisfaction of the requirements that would otherwise be imposed upon SBSRD as a condition to receiving culinary and irrigation water from MRW from the obligation to pay water impact fees (“Water Right Impact Fees”) pursuant to MRW’s rules and regulations (the “Rules and Regulations”), and dedicate water rights pursuant to the Rules and Regulations, as the case may be, as currently adopted or as may be amended from time-to-time (collectively, the “Water Rights Exaction Requirements”), in the amount set forth in section 3(b) below. Specifically, SBSRD shall have no obligation to pay a Water Rights Impact Fee or to otherwise dedicate water rights to MRW for the application of all or a portion of the remaining Water Right Ledger Balance for water service. However, SBSRD shall abide by all MRW’s Rules and Regulations and fees schedules, as currently adopted or as may be amended from time-to-time, with respect to other required impact fees and development required by MRW for water service under the Rules and Regulations.
- b. Entitlements. The Water Right Entitlements initially recorded in the Water Right Ledger by MRW shall be for 37.62 acre feet or 62.7 Equivalent Residential Connections (“ERC”) of water right entitlement (17.620 acre feet or 29.4 ERCs for the Water Right and 20 acre feet or 33.3 ERCs for the Water Lease). The parties understand and agree that in the event the Change Application is approved by the State Engineer for an authorized diversion and use less than 17.620 acre-feet with respect to the Water Right and less than 20 acre feet with respect to the Water Lease, then the remaining Water Right Ledger Balance shall be reduced by the amount of the reduction. The Water Right Ledger Balance is issued subject to the following:
- i. The Parties agree that SBSRD’s ability to use Water Right Entitlements from the remaining Water Right Ledger Balance is conditioned upon MRW’s successful modification of the Water Right or the Water Lease for MRW’s purposes.
 - ii. MRW shall be obligated to file the Change Application and utilize its best efforts in diligently pursuing its approval so as to maximize the total acre-

footage of water authorized for diversion and use under the Change Application as approved.

- c. Vesting of Entitlements. Subject to the satisfaction and release of that certain Trust Deed, dated February 4, 2013, by and between Utah Open Lands Conservation Association, Inc., Trustor, U.S. Title Insurance Agency, LLC, Trustee, and RE Investment Holdings, LLC, Beneficiary, recorded with the Summit County Recorder on February 4, 2013, as Entry No. 00962890, in Book 2169, beginning at Page 790, and the satisfaction and release of that certain Trust Deed, dated February 4, 2013, by and between Utah Open Lands Conservation Association, Inc., Trustor, U.S. Title Insurance Agency, LLC, Trustee, and SBSRD, Beneficiary, recorded with the Summit County Recorder on February 4, 2013, as Entry No. 00962891, in Book 2169, beginning at Page 800 (collectively, the "Trust Deeds"), the Water Right Entitlements evidenced by the remaining Water Right Ledger Balance shall be fully vested in SBSRD in conformance with the terms and conditions of the Water Right Ledger as of the date of the establishment of the ledger, irrespective of any limitation, lapsing or other loss of the Water Right or Water Lease arising subsequent to Closing. MRW will provide culinary and irrigation water service in accordance with its Rules and Regulations subject to SBSRD entering into a service contract for culinary and irrigation water service.
- d. Tender of Water Right Entitlements. Water Right Entitlements recorded on the Water Right Ledger shall be accurately accounted for by MRW on behalf of SBSRD. In conformance with the terms and conditions of this Agreement and the Water Right Ledger, the Water Right Entitlements may be tendered by SBSRD by presenting a letter signed by its control board authorizing the application of any or all of the remaining Water Right Ledger Balance, in satisfaction of the Water Right Exaction Requirements for real estate development projects or for water service within an existing development situated anywhere with the service area of MRW. Each time a letter is presented, the amount of the tendered entitlement shall be deducted from the remaining Water Right Ledger Balance, and MRW will provide SBSRD with an updated accounting of the Water Right Ledger.
- e. Right to Water Service upon Tender of Entitlements. Upon tender of Water Right Entitlements and prior to the commencement of water service, SBSRD shall pay to MRW all development impact fees, except Water Rights Impact Fees or dedications, required by MRW's Rules and Regulations and enter into a standard

water service agreement in which SBSRD agrees to pay the MRW's standard service fees for water service. Thereafter, SBSRD shall be entitled to connect to the MRW water system and receive water service from MRW on the property for which the Water Right Entitlements have been tendered. Water service will be provided subject to this Agreement and all other applicable Rules and Regulations, in the same manner and on the same basis as any other customer of MRW.

- f. Assignment of Entitlements. All or any portion of the Water Right Entitlements under the Water Right Ledger shall be fully assignable, at any time and without restriction, subject to the provisions of the Water Right Ledger, to any governmental entity or agency. The Water Right Entitlements are not assignable to any other party.
3. Water Source Capacity Entitlements. In exchange for the extinguishment of certain provision under Well Easement #5, Well Easement #6, and the Joint Well Agreement, as evidenced by that certain *Addendum to Easements and Joint Water Well Agreement* attached hereto as Exhibit "E" and by this reference made a part hereof (the "Addendum"), MRW shall establish a Water Source Capacity Ledger the form and content of which is attached as Exhibit "C" hereto and by this reference incorporated as though fully set forth herein. The Water Source Capacity Ledger shall be established subject to and in conformance with the following:
 - a. Water Source Capacity Ledger. The Water Source Capacity Ledger shall be maintained by MRW in order to track the application of Water Source Capacity Entitlements for water service; and to determine the remaining balance (the "Water Source Capacity Ledger Balance"). The application of Water Source Capacity Entitlements for water service shall represent credit in full and final satisfaction of the requirements that would otherwise be imposed upon SBSRD as a condition to receiving culinary and irrigation water from MRW from the obligation to pay water source capacity impact fees ("Water Source Capacity Impact Fees") pursuant to the Rules and Regulations, as the case may be, as currently adopted or as may be amended from time-to-time (collectively, the "Water Source Exaction Requirements"), in the amount set forth in section 4(b) below. Specifically, SBSRD shall have no obligation to pay a Water Source Capacity Impact Fee or to otherwise dedicate water source to MRW for the application of all or a portion of remaining Water Source Capacity Ledger Balance. However, SBSRD shall abide by the Rules and Regulations and fees

schedules, as currently adopted or as may be amended from time-to-time, with respect to other required impact fees and development required by MRW for water service under the Rules and Regulations.

- b. Entitlements. The Water Source Capacity Entitlements initially recorded in the Water Source Capacity Ledger shall be sufficient for twelve (12) acre-feet, which equates to twenty (20) ERCs based upon a conversion rate of 0.60 acre feet per ERC.
- c. Vesting of Entitlements. Subject to the satisfaction and release of the Trust Deeds, the Water Source Capacity Entitlements evidenced by the remaining Water Source Capacity Ledger Balance shall be fully vested in SBSRD in conformance with the terms and conditions of the Water Source Capacity Ledger as of the date of the establishment of the ledger. MRW will provide culinary and irrigation water service in accordance with its Rules and Regulations subject to SBSRD entering into a service contract for culinary and irrigation water service.
- d. Tender of Water Source Entitlement. Water Source Capacity Entitlements recorded on the Water Source Capacity Ledger shall be accurately accounted for by MRW on behalf of SBSRD. In conformance with the terms and conditions of this Agreement and the Water Source Capacity Ledger, the Water Source Capacity Entitlements may be tendered by SBSRD by presenting a letter signed by its control board authorizing the application of any or all of the remaining Water Source Capacity Ledger Balance, in satisfaction of the Water Source Exaction Requirements for real estate development projects or for water service within an existing development situated anywhere with the service area of MRW. Each time a letter is tendered, the amount of the tendered entitlement shall be deducted from the remaining Water Source Capacity Ledger Balance, and MRW will provide SBSRD with an updated accounting of the Water Source Capacity Ledger.
- e. Right to Water Service upon Tender of Entitlements. Upon tender of Water Source Capacity Entitlements and prior to the commencement of water service, SBSRD shall pay to MRW all development impact fees, except Water Source Capacity Impact Fees or water source dedications, required by the Rules and Regulations and enter into a standard water service agreement in which SBSRD agrees to pay the MRW's standard service fees for water service. Thereafter, SBSRD shall be entitled to connect to the MRW water system and receive water

service. Water service will be provided subject to this Agreement and all other applicable Rules and Regulations, in the same manner and on the same basis as any other customer of MRW.

- f. Assignment of Entitlements. All or any portion of the Water Source Capacity Entitlements under the Water Source Capacity Ledger shall be fully assignable, at any time and without restriction, subject to the provisions of the Water Source Capacity Ledger, to any governmental entity or agency. The Water Source Capacity Entitlements are not assignable to any other party.

4. Representations and Warranties.

- a. SBSRD Representation and Warranties. The SBSRD hereby represents and warrants to MRW, effective as of the Closing, as follows:

- i. The Water Right and Water Lease are currently encumbered by the Trust Deeds. Water Right Entitlements and the Water Source Capacity Entitlements are subject to the satisfaction and release of Trust Deeds. This provision shall survive the Closing.
- ii. SBSRD is not in default under any of the terms, covenants, or conditions regarding the Water Right and the Water Lease and will not permit a default to occur.
- iii. This Agreement is binding and enforceable against SBSRD in accordance with its terms, and the execution, delivery and performance of this Agreement by SBSRD has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of SBSRD with respect to the transactions contemplated pursuant hereto.

- b. MRW Representations and Warranties. The MRW hereby represents and warrants to SBSRD as follows:

- i. This Agreement is binding and enforceable against MRW in accordance with its terms, and the execution, delivery and performance of this Agreement by MRW has been duly and validly authorized by all necessary action and proceedings, such that no further action or

authorization is necessary on the part of MRW with respect to the transactions contemplated pursuant hereto.

- ii. MRW will not sell, assign, encumber, hypothecate or otherwise transfer the Water Right Entitlements or Water Source Capacity Entitlements for the remaining Water Rights Ledger Balance or the remaining Water Source Capacity Ledger Balance to any person other than SBSRD, subject to and in conformance with the terms and provisions of this Agreement.
 - iii. MRW presently has the ability to service fully all of the Water Right Entitlements and Water Source Capacity Entitlements and hereby warrants that it will perpetually maintain such ability for the benefit of SBSRD.
5. Closing. The transfer of the Water Right to MRW, the assignment of the Water Lease to MRW, and the establishment of the Water Right Ledger and the Water Source Capacity Ledger (the "Closing") shall be consummated no later than _____ at a location, date and time to be mutually agreed upon by the Parties. At Closing:
- a. Delivery of the Water Deed. SBSRD shall deliver to MRW a duly executed and acknowledged Water Deed.
 - b. Delivery of Water Lease Assignment. SBSRD shall deliver to MRW a duly executed and acknowledged Water Lease Assignment.
 - c. Execution of Addendum. SBSRD and MRW shall jointly execute the Addendum.
 - d. Establishment of Ledgers. Upon delivery of the executed and acknowledged Water Deed, assignment of the Water Lease, and the execution of the Addendum, MRW shall establish in behalf of SBSRD the Water Right Ledger and the Water Source Capacity Ledger.
 - e. Recordation. MRW, at its expense, shall record the Water Deed and the Addendum in the office of the Summit County Recorder, Coalville, Utah. SBSRD shall be responsible for all recording fees, if any is imposed on a public agency. The Assignment of Water Lease shall be delivered to Weber Basin for execution by its officers and subsequent recordation in the office of the Summit County Recorder, Coalville, Utah.

6. Compliance with the Rules and Regulations. Except as modified by this Agreement, SBSRD shall comply with and abide by the Rules and Regulations incident to the development of property within MRW, including, without limitation, applications and the payment of deposits and applicable development fees, including reservation fees and water service fees.

7. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by MRW and SBSRD shall be in writing and shall be validly given or made to the other Party if served either personally or if deposited in the United States mail, certified or registered, or postage prepaid, return receipt requested or if sent by electronic transmission. If such notice, demand or other communication be served personally or by electronic transmission, service shall be conclusively deemed at the time of such personal service or transmission. If such notice, demand or other communication be served by mail, such notice shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given as hereinafter set forth:

To SBSRD:

Snyderville Basin Special Recreation District
Attn: District Director
5715 Trailside Drive
Park City, Utah 84098

To MRW:

Mountain Regional Water Special Service District
Attn: General Manager
P.O. Box 982320
6421 N. Business Loop Rd., #A
Park City, Utah 84098

Either Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party.

8. Miscellaneous Provisions.

- a. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.
- b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- c. Integration. This Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated, canceled and superseded, in their entirety, and are of no force and effect.
- d. No Waiver; Preservation of Remedies. No consent or waiver, expressed or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder. The rights and remedies of the Parties are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or equity.
- e. Applicable Law. This Agreement shall, in all respects, be governed and interpreted by the laws of the State of Utah.
- f. Severability. If any material term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, either Party may elect to terminate this Agreement.
- g. No Obligation to Third Parties. This Agreement is not intended to be a contract for the benefit of third parties, and shall not be deemed to confer any rights upon any person or entity other than the Parties to this Agreement, nor obligate the Parties to this Agreement to any person or entity other than the Parties to this Agreement.

- h. Attorneys' Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal.

- i. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender; all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

- j. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: Claudia McMullin

Its: Chair, Governing Board

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

By: _____

Its: _____

EXHIBIT "A"
(Assignment of Water Lease)

When recorded, please return to:

Sherrie A. Mobley
Manager, Administration
Weber Basin Water Conservancy District
2837 East Highway 193
Layton, Utah 84040

Account No.

ASSIGNMENT

THIS ASSIGNMENT, made this 7th day of August, 2013, by and between Snyderville Basin Special Recreation District, a Utah special service district, as First Party, and Mountain Regional Water Special Service District, a Utah special service district, as Second Party.

WITNESSETH

1. WHEREAS, under date of June 3, 1974, Gorgoza Pines Ranch, Inc., as Purchaser, entered into a contract with Weber Basin Water Conservancy District for the purchase of 2,000 acre-feet of water for replacement purposes, which contract was thereafter recorded in the office of the County Recorder of Summit County, Utah, in Book M75 of Records, Pages 398-408; and
2. WHEREAS, under date of February 23, 1984, the said Gorgoza Pines Ranch, Inc., assigned and transferred to Valley Bank & Trust Company, all of the right, title and interest in and to 1,734 acre-feet of water referred to in Paragraph 1 above; and
3. WHEREAS, under date of August 31, 1989, the said Valley Bank & Trust assigned and transferred to Pinebrook Development Corporation, all of its right, title and interest in and to 1,734 acre-feet of the water referred to in Paragraph 1 above; and

4. WHEREAS, under date of October 11, 1989, the said Pinebrook Development Corporation assigned and transferred to James Levoy Sorenson all of the right, title and interest in and to 20 acre feet of water referred to in paragraph 1 above, consisting of a portion of Water Right No. E763 (35-6330); and

5. WHEREAS, under date of December 30, 1994, the said James Levoy Sorenson assigned and transferred to JLS Properties, LLC, all of the right, title and interest in and to 20 acre feet of water and of the water right referred to in paragraph 4 above, which is referenced as Weber Basin Contract No. 69710; and

6. WHEREAS, under date of February 4, 2013, the said JLS Properties, LLC, through its success-in-interest, RE Investment Holdings, LLC, transferred to Utah Open Lands Conservation Association, Inc., all of the right, title and interest in and to 20 acre feet of water and of the water right referred to in paragraph 4 above, which is referenced as Weber Basin Contract No. 77569.

7. WHEREAS, under date of February 4, 2013, the said Utah Open Lands Conservation Association, Inc. transferred to Snyderville Basin Special Recreation District, all of the right, title and interest in and to 20 acre feet of water and of the water right referred to in paragraph 4 above, which is referenced as Weber Basin Contract No. 63141.

NOW, THEREFORE, it is hereby agreed between First Party and Second Party as follows:

1. FIRST PARTY now desires to assign and transfer to Second Party hereunder First Party's right, title and interest in and to 20.0 acre-feet of water and the water right referred to in Paragraphs 1-7 above.

2. SECOND PARTY, in consideration of such assignment, hereby agrees with First Party, and with Weber Basin Water Conservancy District, to pay to Weber Basin Water Conservancy District, promptly upon receipt of billings from Weber Basin Water Conservancy District, an annual amount to consist of the total of the following items:

- (a) \$15.00 per acre-foot of water, being a total of \$300.00 to apply on the District's obligation under the repayment contract No. 14-06-400-33 between the United States and the District, as it has been or may be amended and supplemented.
- (b) An amount not to exceed \$5.00 annually as determined by the District to pay the District's special costs and expenses in administering this allotment.
- (c) An amount equal to the assessments imposed by the State Engineer for the distribution of the water replaced hereunder.
- (d) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Trustees of the District and the determination shall be final and conclusive. If such estimate is more or less than

the actual cost thereof, an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made.

3. The first annual payment under items (a), (b), (c), and (d) above shall be made to Weber Basin Water Conservancy District upon such District's initial billing to Second Party therefor. Subsequent annual payments shall be paid as billed, whether or not any part of the water is called for or used.

4. SECOND PARTY further agrees to comply strictly with all of the terms and conditions of the contract referred to in Paragraph 1 above, and proposes to use the water referred to in said contract, and herein, on the following described lands in Summit County, Utah:

See Exhibit "A" attached hereto and by this reference made a part hereof

5. All parties agree that this agreement shall become operative only upon its approval by Weber Basin Water Conservancy District.

6. Weber Basin Water Conservancy District may, as a condition of this Assignment, require security to be pledged and committed by the Second Party in addition to that so required in the contract referred to in paragraph 1 above in order to insure payments so required in said contract. The sufficiency and form of security shall be determined by the Weber Basin Water Conservancy District.

7. Second Party hereby agrees to commit to Weber Basin Water Conservancy District sufficient security as determined by the Weber Basin Water Conservancy District and to supply

APPROVED:

WEBER BASIN WATER CONSERVANCY DISTRICT

Eric B. Storey, President

ATTEST:

Tage I. Flint, Secretary

(SEAL)

ATTESTATIONS

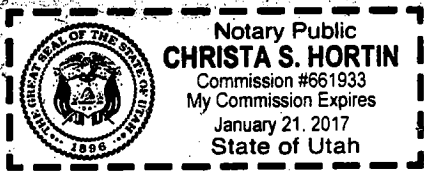
FIRST PARTY

STATE OF UTAH)

:ss

COUNTY OF Summit)

On this 7th day of August, 2013, personally appeared before me
Claudia McMullin, the signer(s) of the above instrument, who
duly acknowledged to me that he executed the same.



Christa S. Hortin
Notary Public

(SEAL)

SECOND PARTY

STATE OF UTAH)

:ss

COUNTY OF _____)

On this _____ day of _____, 2013, personally appeared before me
_____, the signer(s) of the above instrument, who
duly acknowledged to me that he executed the same.

Notary Public

(SEAL)

Exhibit "A"

Legal Description

PP-58

THAT PART OF SEC 16 T1S R3E SLBM IN SUMMIT COUNTY. LESS 301.00 AC IN IQC193 **BAL 58.76 ACRES** M17-284 PWD-204 XMI-159M9-239-242-245 PQC-193 M31-644 473-430 534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

PP-57-C

ALL OF THAT PORTION OF SEC 15 T1SR3ESLBM LYING W OF THE FOLLOWING DESC LINE, SD LINE REPRESENTING THE W LINE OF THE APPROVED PINEBROOK MASTER PLAN. BEG AT A PT WH LIES S89*56'44" E 605.72 FT ALG THE N LINE OF SEC 15 FR THE N 1/4 COR OF SEC 15 T1SR3E SLBM & RUN TH S0*25'05"E 5392.97 FT TO A PT ON THE S LINE OF SEC 15, SD PT ALSO BEING N89*52'55" E 607.72 FT FR THE S 1/4 COR OF SEC 15. (EXCLUDING THAT PORTION DEEDED TO SUMMIT PARK CO WWD-150) **CONT 309.87 AC** 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

PP-35-C-2

BEG SE COR LOT 49, TIMBERLINE 1, SUBDIN SEC. 10 T1SR3E, SLBM, SD PT BEING S 89*55'12" E 2690.44 FT & S 00*01'38" W 561.31 FT FR W 1/4 COR SD SEC 10, RUN TH ALG E BNDRY SW 1/4 SD SEC S 00*01'38" W 1452.13 FT M/L TO SE COR N 1/2 SE 1/4 SW 1/4 SEC, RUN TH ALG S BNDRY N 1/2 SE 1/4 SEC S 89*53'28" W 684 FT M/L TO SE COR LOT 217 TIMBERLINE 2; TH ALG E BNDRY 352.59 FT; N 33*20' E 235.70 FT; N 15* 37'20" W 137.91 FT; N 12*05'24" E 161.78 FT M/L TO PT ON BNDRY TIMBERLINE 1, RUN TH ALG SD BNDRY N 64}25' E 537.74 FT M/L TO BEG CONT 18.7 ACRES ALSO SW 1/4 SE 1/4 SEC 10 T1SR3E SLBM CONT 41.6 ACRES SUBJECT TO R/W EXCEPTING THEREFROM THE FOLLOWING DIVIDED PARCEL LOT TO TH REAR BEG TO THE NE COR OF LOT 206, TIMBERLINE PLAT 2, RUN TH N 64*25' E 81 FT; TH S'LY TO A PT WH IS S 79*55' E 18 FT FR THE SE COR OF SD LOT 206; TH N 79*55' W 18 FT TO SD COR; TH N 12*05'25" W 161.78 FT TO THE PT OF BEG CONT .19 AC **TOTAL ACRES 60.11** M42-681 M60-112 859-448 1105-685

PP-35-C-5

ALL INT IN E **6.0 ACRES** OF SE 1/4 SE 1/4 SW 1/4 SEC 10 T1SR3E, SLBM M2-385-386 489-231 1079-367 1105-685

PP-60

NW1/4 OF SEC 22 T1SR3E SLBM **CONT 167.05 ACRES** M18-123-129 UWD-519 3AMI-243 M9-239-242-245 M17-284 M31-644 473-430534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

PP-67-B

THAT PORTION OF SEC 21 T1SR3E SLBM LYING WITHIN SUMMIT COUNTY CONT **179.28 AC** WD-I-385 1318-427

EXHIBIT "B"
(Water Right Entitlements Ledger)
[see attached]

**Mountain Regional Water
Water Rights Entitlement Ledger
Snyderville Basin Special Recreation District**

Date of Activity	Form of Authorization	Activity	Description of Use	Water Right Entitlements Applied (acre feet)	Water Right Entitlements Remaining (acre feet)
TBD	Water Transfer & Banking Agreement	Record initial Entitlements	n/a	37.62	37.62
TBD	Letter from SBSRD Control Board	Apply Entitlements			

EXHIBIT “C”
Water Source Capacity Entitlement Ledger

[see attached]

**Mountain Regional Water
Water Source Entitlement Ledger
Snyderville Basin Special Recreation District**

Date of Activity	Form of Authorization	Activity	Description of Use	Water Source Entitlements Applied (acre feet)	Water Source Entitlements Remaining (acre feet)
TBD	Water Transfer & Banking Agreement	Record initial Entitlements	n/a	12.00	12.00
TBD	Letter from SBSRD Control Board	Apply Entitlements			

EXHIBIT "D"
(Water Deed)

Return after recording to:
Mountain Regional Water Special Service District
P.O. Box 982320
6421 N. Business Loop Rd., #A
Park City, Utah 84098

WATER RIGHT QUITCLAIM DEED AND ASSIGNMENT

Snyderville Basin Special Recreation District, a Utah special service district, **Grantor**, hereby quitclaims and assigns to **Mountain Regional Water Special Service District**, a Utah special service district, **Grantee**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, all of Grantor's right, title, and interest in and to the following water rights, as identified with the Utah Division of Water Rights, and including all applications pertaining thereto:

Water Right No. 35-12711

Water Right No. 35-12714

Water Right No. 35-12717

Water Right No. 35-12708 (E5289)

WITNESS the hand of said Grantor this 7th day of August, 2013

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: Claudia McMullen

Its: Chair, Governing Board

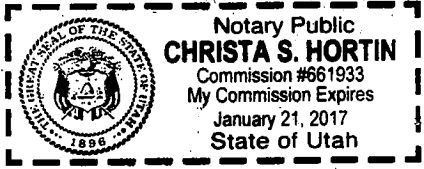
STATE OF UTAH }

: ss.

COUNTY OF Summit }

On this 7th day of August, 2013, Claudia McMullin
personally appeared before me, whose identity has been proven on the basis of satisfactory
evidence, and after being duly sworn acknowledges that he had authority to execute the
foregoing instrument, for the purposes stated therein, and did so of his own voluntary act.

Notary Public: *Christa S. Hortin*



WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: Snyderville Basin Special Recreation District

Grantee: Mountain Regional Water Special Service District

Water Right No(s): 35-12711; 35-12714; 35-12717; 35-12708 (E5289)

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

- The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS Check one box only

- All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
- In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. _____
- No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes

- 100% of the following water rights described in the deed are being conveyed. Water Right Nos. 35-12711; 35-12714; 35-12717; 35-12708 (E5289)
- Only the portion indicated of the following water rights described in the deed are being conveyed.

_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

- Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____
- Other water related disclosures: _____

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: Claudia N. Mullis

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: _____

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

NOTES TO WATER RIGHTS ADDENDUM TO WATER DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper “due diligence” research into any water right before purchasing it.

Section

- 1-4 Once this Water Rights Addendum has been recorded at the County Recorder's Office, **Grantee must prepare a “Report of Water Right Conveyance” or “ROC”** (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with **current ownership and address information**; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- 1 There are three general types of deeds – warranty deeds, special warranty deeds, and quit claim deeds – which can be used to convey water rights. The primary difference between them is the type of warranty being given, which has a dramatic effect on the rights and responsibilities of both the Grantor and the Grantee. If you are unsure about the type of deed that you should use or accept, you should obtain legal advice on this issue.
- 2 Water rights owned by the Grantor and used on Grantor's Parcel may be “appurtenant” to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are “of record.” If either of the first two boxes in Section 2 are checked, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- 3 A Water right can be conveyed in whole (100% of the right is conveyed) or in part (only a portion of the right is conveyed). If the whole right is conveyed, you do not need to describe the beneficial uses associated with the right. If only a part is being conveyed, you need to describe exactly what beneficial uses are being conveyed. This is usually expressed in terms of acre-feet and generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of “irrigation duty” [the number of acre-feet of water allowed per acre of irrigated land] and “sole supply/supplemental supply”[the amount of water allocated to each water right when more than one right is being used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or “ELUs” which are quantified at the rate of 0.028 acre-feet per ELU for full-year use). Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- 4 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the “Other water related disclosures” line in Section 4 of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.

There is also space provided in this section for any other information that the Grantor believes may be relevant to the water rights being transferred or for any other water related issues.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at
1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300
Telephone: 801-538-7240 Web Address: www.waterrights.utah.gov

EXHIBIT “E”
(Addendum of Easements and Joint Well Agreement)

[see attached]

When recorded, please return to:
Mountain Regional Water Special Service District
P.O. Box 982320
6421 N. Business Loop Rd., #A
Park City, Utah 84098

**Addendum to Easements and Water Well
Joint Use Agreement**

THIS ADDENDUM TO EASEMENTS AND WATER WELL JOINT USE AGREEMENT ("Agreement") is made and entered into this 7th day of August, 2013, between SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah Special Service District ("SBSRD"), and MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("MRW"). SBSRD is the successor in interest to James L. Sorenson through RE Investment Holdings, LLC, ("REIH") and Utah Open Lands ("UOL"). MRW is the successor in interest to Summit County by and through its Summit Park Water Special Improvement District. SBSRD and MRW are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, SBSRD is the successor in interest to James L. Sorenson by and through an Assignment with the Utah Open Lands Conservation Association, Inc., dated May 10, 2013, and recorded on May 16, 2013, as Entry No. 00970364, at Book 2186, beginning at Page 0978, in the Office of the Summit County Recorder, Utah, with respect to the following: (1) that certain *Easement Agreement* dated April 26, 1990, and recorded as Entry No. 326148 in the Office of the County Recorder, Summit County, Utah in Book 569, beginning at Page 113 (the "Well #5 Easement"); (2) that certain *Grant of Easement for Well #6, Access Easement, Well Site and Protection Zone and Agreement* dated June 4, 1991, and recorded as Entry No. 404864 in the Office of the County Recorder, Summit County, Utah in Book 807, beginning at Page 243 (the "Well #6 Easement"); and (3) that certain *Water Well Joint Use Agreement* dated April 26, 1990 (the "Joint Well Agreement"), which is by and between James L. Sorenson and Summit County by and through its Summit Park Water Special Improvement District, which grants SBSRD the right to 30 gpm of source capacity in MRW wells #5 and #6, pursuant to Well #5 Easement and the Well #6 Easement; and,

WHEREAS, MRW is the successor in interest to Summit County by and through its Summit Park Water Special Improvement District in the Well #5 Easement, Well #6 Easement, and the Joint Well Agreement; and,

WHEREAS, Well Easement #5, Well Easement #6 and the Joint Well Agreement are recorded against or affect portions of the real property in Summit County, State of Utah, more particularly described on Exhibit "A" and by this reference made a part hereof; and

WHEREAS, pursuant to the terms of that certain Water Transfer and Banking Agreement between SBSRD and MRW dated August 7, 2013 (the "Banking Agreement"), in exchange for certain entitlements toward water source capacity in full and final satisfaction of the requirements that would otherwise be imposed upon SBSRD as a condition to receiving culinary and irrigation water from MRW from the obligation to pay water source capacity impact fees pursuant to the MRW's rules and regulations (the "Rules and Regulations"), and to otherwise dedicate water source pursuant to the Rules and Regulations, SBSRD agrees to modify the terms of Well Easement #5 and Well Easement #6 and to terminate the Joint Well Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Joint Well Agreement is hereby terminated. The Parties shall no longer be obligated under the terms and conditions of the Joint Well Agreement, each to bear their own costs.
2. The Well #5 Easement is hereby modified to delete in its entirety §4, adequate compensation for the easement being replaced and substituted therefor by the terms and conditions of the Banking Agreement.
3. The Well #6 Easement is hereby modified to delete in its entirety §3, "Consideration For Easements Granted Herein", adequate compensation for the easement being replaced and substituted therefor by the terms and conditions of the Banking Agreement.
4. Pursuant to §9.1 of the Well #5 Easement, SBSRD hereby consents to the assignment of the Well #5 Easement to MRW.
5. Pursuant to §8(A), Miscellaneous; Assignment, of the Well #6 Easement, SBSRD hereby consents to the assignment of the Well #6 Easement to MRW.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as by law.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: Claudia McMullin

Its: Chair, Governing Board

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

By: _____

Its: _____

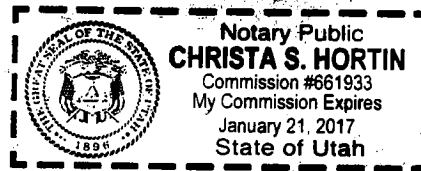
STATE OF UTAH }

: SS.

COUNTY OF Summit }

On this 7th day of August, 2013, Claudia McMullin personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing instrument, for the purposes stated therein, and did so of his own voluntary act.

Notary Public: *Christa S. Hortin*



STATE OF UTAH }

: SS.

COUNTY OF _____ }

On this __ day of _____, 2013, _____ personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing instrument, for the purposes stated therein, and did so of his own voluntary act.

Notary Public: _____

EXHIBIT "A"

LEGAL DESCRIPTION

PP-57-C

ALL OF THAT PORTION OF SEC 15 T1S R3E SLBM LYING W OF THE FOLLOWING
DESC LINE, SD LINE REPRESENTING THE W LINE OF THE APPROVED PINEBROOK
MASTER PLAN. BEG AT A PT WH LIES S89*56'44" E 605.72 FT ALG THE N LINE OF
SEC 15 FR THE N 1/4 COR OF SEC 15 T1SR3E SLBM & RUN TH S0*25'05"E 5392.97 FT
TO A PT ON THE S LINE OF SEC 15, SD PT ALSO BEING N89*52'55" E607.72 FT FR THE
S 1/4 COR OF SEC 15. (EXCLUDING THAT PORTION DEEDED TO SUMMIT PARK CO
WWD-150) **CONT 309.87 AC** 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448
1105-685