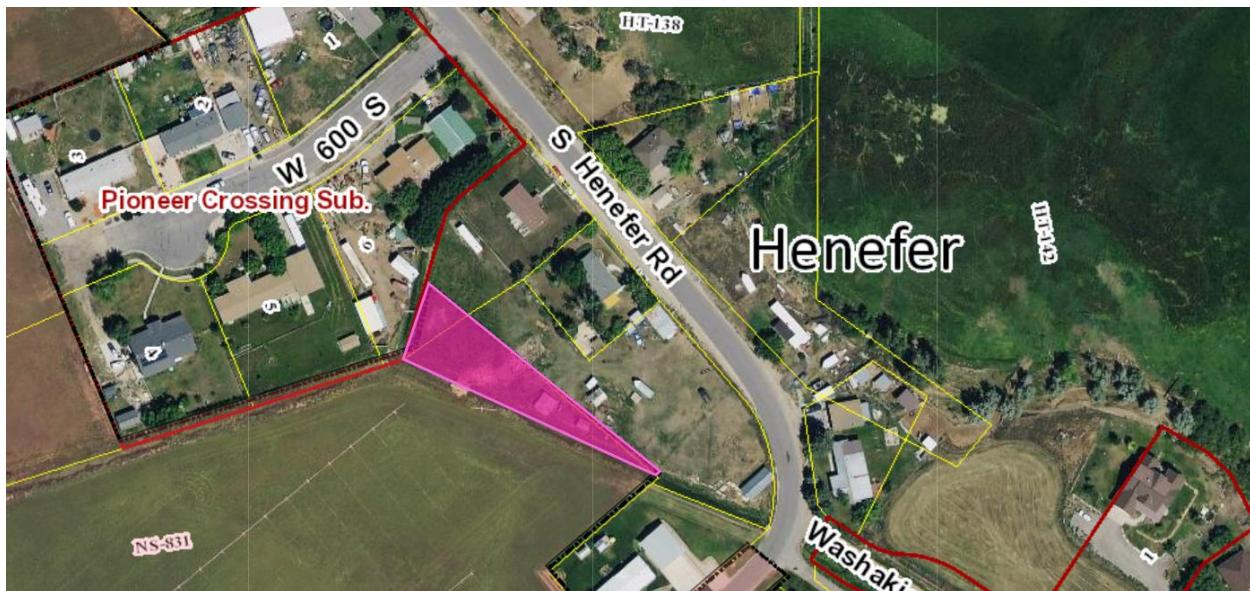




STAFF REPORT

To: Summit County Council
From: Laura Kuhrmeyer, County Planner
Date of Meeting: June 5, 2024
Type of Item: Annexation Petition – Richins Annexation (NS-831-B)
Process: Legislative

On April 11, 2024, Summit County received the request for mailing for the petition for parcel NS-831-B to annex into the Town of Henefer, referred to as the Richins Annexation. The proposed annexation area consists of approximately 0.30 acres, located off S Henefer Road and includes parcel NS-831-B. A map of the area is attached as Exhibit A and outlined below in pink.



There was a Parcel Boundary Line Adjustment recorded on August 17, 2022 (Entry Number 1193816) that adjusted the boundary line to fall along the existing canal within parcel NS-831. This was done in order to prevent a parcel being split between the Town and the County.

The proposed annexation area is currently zoned Agriculture-5 (AG-5) and is located in the Eastern Summit County Planning District. The parcel is adjacent to the current Town boundary and is also located within the Annexation Declaration Area of the Town of Henefer. The Henefer Town Council accepted the petition for further consideration and the petitioners requested a mailing notice to be sent by Summit County.

The petitioner, R&W LLC, seeks to annex into the Town of Henefer and work with the Town to determine the density and types of development that could be allowed on the property.

On May 14, 2024, the County received the certified petition. Under [Utah Code §10-2-407](#), the County has the right to protest the annexation within 30 days of receiving the certified petition.

Staff reviewed the proposed annexation and finds it complies with [Utah State Code §10-2-402](#) and does not see any reason to formally protest the annexation.

Attachments

Exhibit A – Proposed Richins Annexation Area



Adjusted Survey Description

**HIGH MOUNTAIN
SURVEYING, LLC**
P.O. Box 445
1325 South Hoytsville Road
Covadille, Utah 84017
(435) 336-4210

RECORD OF SURVEY
*Prepared For: Marjorie Bond Trust
Parcels NS-831 & NS-831-A
Part of NE 1/4, Section 9, T3N, R4E, SLB & M
Henefer, Summit County, Utah*

SURVEYED BY: P.C.F.	DRAWN BY: P.C.F.
PCS FILE	PROJECT NO:
DATE:	

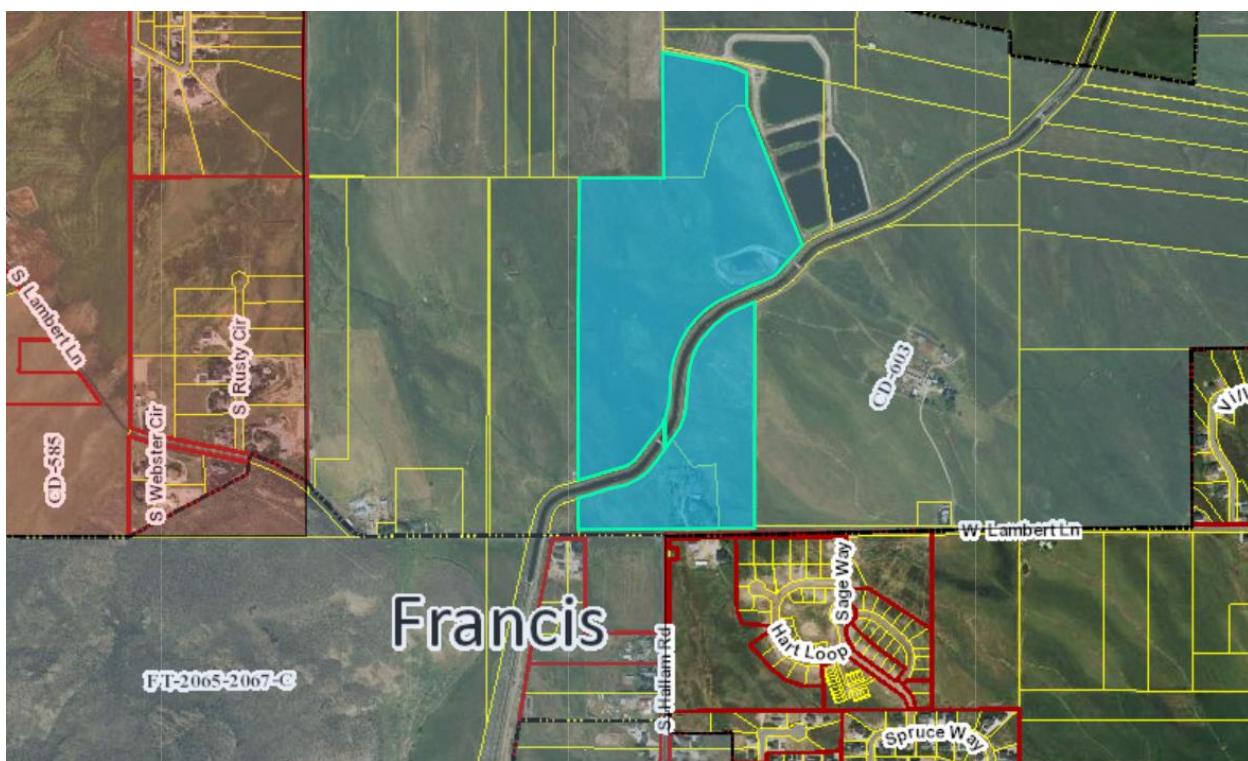
COMMENTS:



STAFF REPORT

To: Summit County Council
From: Laura Kuhrmeyer, County Planner
Date of Meeting: June 5, 2024
Type of Item: Annexation Petition – Burton Ranch Annexation (CD-590, CD-599, and CD-600)
Process: Legislative

On March 7, 2024, Summit County received the request for mailing for the petition for parcels CD-590, CD-599, and CD-600 to annex into the City of Francis, referred to as the Burton Ranch Annexation. The proposed annexation area consists of approximately 92.19 acres, located off W Lambert Lane. A map of the area is attached as Exhibit A and outlined below in blue.



The proposed annexation area is currently zoned Agriculture-10 (AG-10) and is located in the Eastern Summit County Planning District. The parcel is adjacent to the current Francis City boundary and is also located within the Annexation Declaration Area of Francis City. The Francis

City Council accepted the petition for further consideration and the petitioners requested a mailing notice to be sent by Summit County.

The petitioners, Christopher Burton and Minton Family Properties, LLC, seek to annex into Francis City and work with the City to determine the density and types of development that could be allowed on the property.

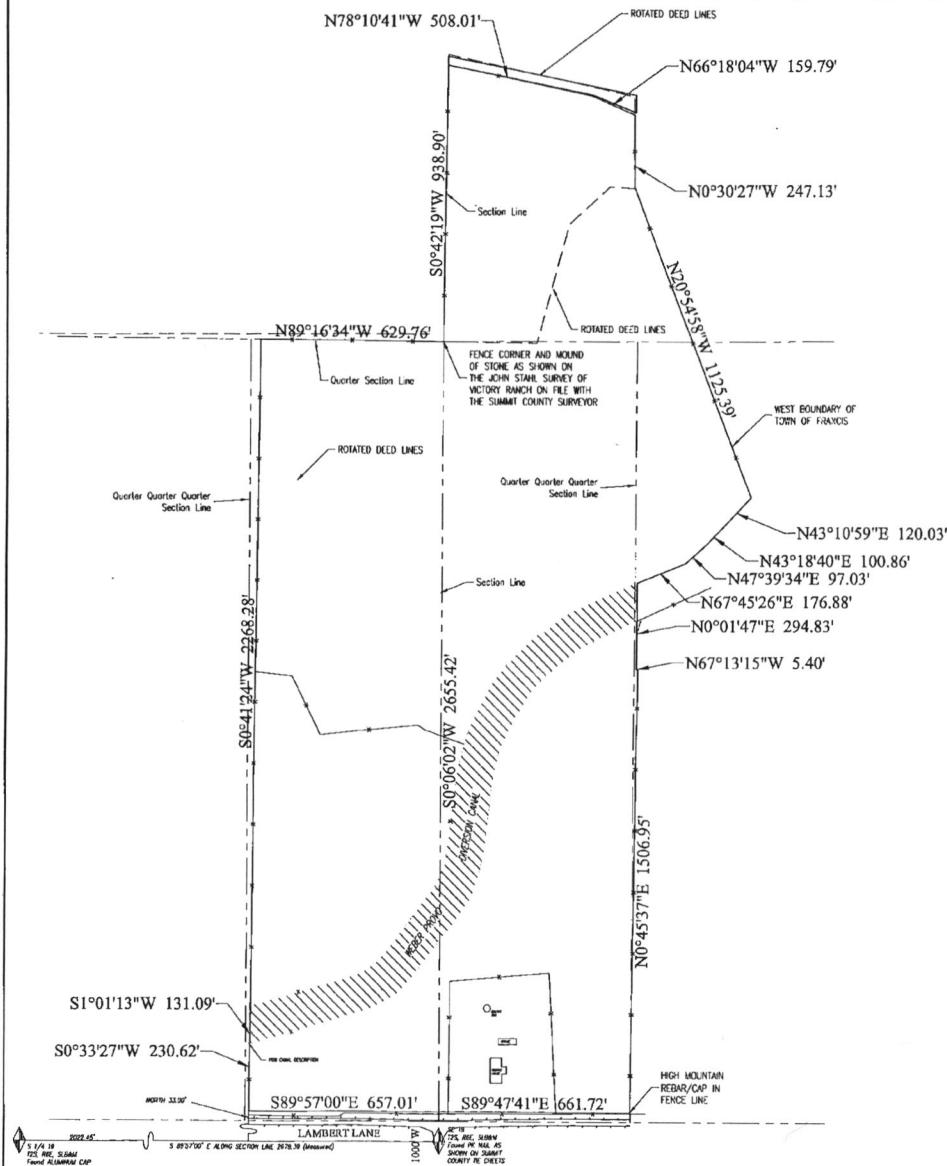
On May 29, 2024, the County received the certified petition. Under [Utah Code §10-2-407](#), the County has the right to protest the annexation within 30 days of receiving the certified petition.

Staff reviewed the proposed annexation and finds it complies with [Utah State Code §10-2-402](#) and does not see any reason to formally protest the annexation.

Attachments

Exhibit A – Proposed Annexation Area

MINTON FAMILY PROPERTIES BOUNDARY SURVEY



VICINITY MAP

GENERAL NOTES

1) Basis of Bearing is South 89°37'00" East along the Section from the South Quarter Corner of said Section 19, Township 2 South, Range 6 East (a Summit County Aluminaite cap set in original stone), Salt Lake Base and Meridian to the Southeast Corner of said section 19 (a PK nail 2" below top of asphalt; as shown in a Summit County tie sheet).

2) The purpose of the survey is to provide a boundary for the client
3) All descriptions platted provided by Client's Title Company file
2004-10-16, issued by High Country Title, Inc., 2004-10-16

4) *Minton Family Properties, LLC (Kitt Burton) retained Cliff Peterson to complete a Boundary Survey based on descriptions provided.*

5) The fences have been determined to be the best evidence of the location of the surveyed property. The East Quarter of Section 19 was determined by the call out of the Cornerstone Survey of the Victory Ranch on file with the Summit County Surveyor located at the intersection of two fences and in a mound of stone.

6) This survey only addresses the outside boundary and does not address my easements or other items that may affect title. This is not an ALTA survey.

7) The field work for this plot was completed in November 1 of 2019.

8) See note concerning *Canal Right-of-Way* this page.

DESCRIPTION PROVIDED BY CLIENT

Beginning 202.27 feet South 97°57'00" East from the South quarter corner of Section 2, Township 2 South Range 6 East, Salt Lake Base and Meridian, said point being the Southwest corner of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 19; and running 1.25 feet North 90°45'00" East, to a point on the Southeast corner line of the Southeast corner of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 19; then 2 South 66° E; then North 094°48' East 173.10 feet along the quarter quarter quarter Section line to the Northwesterly line of cause; thence along said Northwesterly line North 61°20' East 10.00 feet, northwesterly, to a point of tangency to a 231.90 foot radius curve to the left; thence Northwesterly along said curve and said Northwesterly line 101.70 feet, thence North 41°47'00" East 21.60 feet, thence North 41°47'00" East to a point on the Northwesterly boundary line of the property described in the record title of the property, thence along said curve North 41°47'00" East 20 feet, northwesterly, to the Southeast corner of Grouse's land, said point being on the Westerly boundary of the property conveyed to the Town of Praeis by Wm. Dood recorded in Book 355 at Page 157 of the official record; thence along said Northwest line North 21°28'00" West 121.15 feet; thence North 85°16'00" West 84.14 feet, thence South 47°24'00" West 16.86 feet; thence South 14°46'00" West 41.88 feet, to a point on the corner of Section 19, thence North 094°48' East 173.10 feet along the quarter quarter quarter Section line to the Northwest corner of the East half of the Northeast quarter of the Southeast quarter of Section 19; thence South 265.22, 50 feet along said quarter quarter quarter Section line to the point of beginning.

Parcel

Beginning 2679.28 feet North and 2633.48 feet East from the south quarter corner of Section 18, Township 2 South Range 6 East, Salt Lake and Meridian, and point line on the West line of Section 20, Township 2 South Range 6 East; and running thence North $0^{\circ}08'00''$ East 973.91 feet along said Section line; then South $0^{\circ}08'05''$ East 653.82 to a point on the West boundary of the property conveyed by the Town of Provo by Boundary Deed recorded in Book 351 at Page 157 of the official records; then running thence Westwardly toward line South $0^{\circ}48'20''$ West 311.36 feet; North $0^{\circ}48'20''$ West 146.41 feet; then South $0^{\circ}47'40''$ West 1.65 feet; then South $0^{\circ}47'40''$ West 418.80 feet to a point on the center of Section line; then North $0^{\circ}52'00''$ West 321.30 feet westward and center of Section line; in the point of beginning.

*Taken from the Matt Clarke Weber Provo Diversion Canal
Right-of-Way Improvement Survey of 2005
accepted by G. Keith Denton of Provo River Water Users*

The B&O is contracting with the parties to purchase the *right-of-way* of any agreed *new* language in the land purchase contracts, to force the *cancel* *right-of-way* lines (that were acquired, typical land purchases, contract language) in the United States *not*, of the above described, to build a *substituted* *new* *right-of-way* *here* or *elsewhere*, with just 15.5 feet apart, along each side of the above described *right-of-way*.¹ The *best* *physical* *evidence* *found* to *justify* the *cancel* *right-of-way* *lines* was the *line* *locations* that *have* *been* *perpetuated* *since* *the* *1820's*.² The *electrical* *continuous* *concrete* *right-of-way* *reinforced* *in* *Asphalt* *as* *described* *above*, *was* *reduced* *and* *relocated* *to* *the* *left* *of* *the* *existing* *right-of-way* *lines* *above*, *and* *was* *broken* *and* *re-lifted* *to* *connect-up* *to* *several* *locations* *to* *build* *at* *least* *1* *new* *right-of-way* *lines* *to* *occur* *in* *several* *angular* *adjustments* *in* *the* *directions*.³ The *line* *and* *curve* *locations* *on* *sheet* *23* *for* *record* *and* *reference*.

ABBREVIATIONS

15' ADE = IRRIGATION PIPE
 CP = CONTROL POINT
 DA = DRIVE APPROACH
 DO = POWER DOWNGRND
 FH = FIRE HYDRANT
 PW = PUMP
 IRRIGATION AND VALVE
 LP = LIGHT POLE
 OHB = OVERHEAD POWER
 PW = POWER BOX
 SEB = HEAD/BAR CAP
 1/6717
 UNLESS NOTED
 DIFFERENTLY

PM = POWER METER
 PP = POWER POLE
 SD = STORM DRAIN
 SW = SWEEP
 SM = SWEEP MANHOLE
 TR = TELEPHONE RISER
 TS = TRAFFIC SIGNAL BOX
 TSP = TRAFFIC SIGNAL
 W = WATER
 WM = WATER METER
 WV = WATER VALVE

CLIFF PETERSON LAND SERVICES SURVEYING, PLANNING, ENGINEERING		BOUNDARY SURVEY MINTON FAMILY PROPERTIES SURVEY	
<i>889 South 1600 East</i> <i>Springville, Utah 84663</i> <i>(801) 485-3136 - (801) 372-3810</i> <i>Cliff Peterson P.L.S.</i> <i>#167172</i>		<i>Kit: Burton</i> <i>980 W Lambert Lane Francis Utah</i>	
DATE:	18 NOVEMBER 2019		SHB#:
DRAWN BY:	CUP		1
CHECKED BY:	CUP		OF 2



STAFF REPORT

To: County Council
Meeting Date: June 5, 2024
Author: Matt Leavitt - Finance - David Warnock - HR
Description: URS Tier 2 Increases
Type of Item: Information

A. Background

In July 2011, the Utah Retirement Systems (URS) restructured the retirement system creating a Tier 2 system for any new hires. The differences between the Tier 1 and Tier 2 systems are shown in the chart below:

TIER 1 (hired prior July 1, 2011)	TIER 2 (hired July 1, 2011 or later) – 2 different systems	
	<u>HYBRID</u>	<u>DC</u>
2% benefit for each year service	1.5% benefit for each year	Only 401k contributions (no pension)
30 years = full retirement benefit	35 years = full retirement	
High 3 years of salary = Benefit	High 5 years of salary = Benefit	
Employer pays all contributions	Employee contributes partial	
Example: \$85,000 salary = \$34,000/yr retirement benefit	Example: \$85,000 salary = \$25,500/yr retirement benefit	
<u>PUBLIC SAFETY – TIER 1</u>	<u>PUBLIC SAFETY – TIER 2</u>	
Benefit is 2.5% per year & 20 years of service for full retirement benefit	Benefit is 2% per year & 25 years of service for full retirement benefit	
Cost to County (Public Employee) on \$85,000 Salary	Cost to County (Public Employee) on \$85,000 salary	
17.97% contribution rate	16.19% contribution rate (10%+6.19% amortization rate)	
\$587.48/ per pay period	\$529.29/ per pay period	

Under Utah State Law regarding (URS) Public Employees Tier 2 Hybrid System, employers are required to pay contributions equal to 10% of an employee's salary plus an amortization rate currently equal to (6.19%). The current contribution rate Summit County pays is 10%. If the contribution rate set by URS exceeds 10%, the employee is responsible for paying the contribution amount above the 10% threshold.

Beginning July 1, 2024, URS is increasing the contribution rates required for Tier 2 Public Employee's by .70% and for Tier 2 Public Safety Employee's by 2.14% of employee's salary.

With the contribution rate for Tier 2 Public Employees set by URS to be 10.70% beginning July 1, 2024, employees will be required to pay 0.7% of their salary to URS. For example: a \$60,000 annual salary would require an employee to pay \$33/month equal to \$396/year. Utah State Legislation does NOT allow the employer to "pick up" (pay for) this increase on behalf of the employees.

As for the Tier 2 Public Safety contribution rates increasing by 2.14%, the Utah State Legislation allows employers to "pick up" (pay for) this increase on behalf of the employees.

According to URS, "the significant wage growth over the past few years has resulted in larger than previously anticipated future retirement benefits to be paid out. Accordingly, increased contributions are necessary to fund the increased cost of the retirement system."

B. Details

Currently under the Tier 2 URS Retirement system, employees are required to contribute towards their retirement as follows:

- Public Safety (Police, Fire, etc.) 2.59% of their salary
 - Organizations are allowed to "pick up" this increase and Summit County elected to "pick up" this increase on behalf of the public safety employees.
- Public Employees (other employees), no contribution required as the current rate set by URS is 10% and employers are currently required to pay up to the 10% threshold.

Beginning July 1, 2024:

- Public Safety employees required contributions will increase by 2.14% for a total contribution by the employee of 4.73%
- Public Employees contribution rate will increase by 0.7% surpassing the 10% threshold employers are required pay, thus requiring employees to contribute 0.7%

C. Recommendation

There are two (2) recommendations being made by staff:

1. It is recommended the County "pick up" (pay for) the 2.14% URS Tier 2 contribution rate increase for the Public Safety employees. The current 2024 annual cost for this is \$71,550.
2. It is recommended that the County increase the pay for each URS Tier 2 Public Employee by 0.95%. The 0.95% increase is taxable, thus resulting in an approximate net increase for employees of 0.70% which will cover the URS contribution increase which will be automatically deducted from their paychecks. The current 2024 annual cost for this is \$90,700.

Statistical impacts on Tier 2 Hybrid employees per paycheck:

	0.70% “cost” to employee	0.95% pay increase
Average	\$19.62	\$26.62
Median	17.29	23.47
High	51.44	69.81
Low	9.58	13.00

There are 131 Public Employees in the Tier 2 Hybrid plan and 40 Public Safety employees. The estimated costs described above are for the current year (2024) and subject to change based on the number of employees participating in the Tier 2 Hybrid plans, the URS contribution rates, and employee wages.



Proclamation No. 2024-05

PROCLAMATION DECLARING JUNE 2024

“Building Safety Month”

SUMMIT COUNTY, UTAH

Whereas, Summit County, Utah is committed to recognizing that our growth and strength depend on the safety of homes, buildings and infrastructure in everyday life and when disasters strike;

Whereas, our confidence in the resilience of these buildings is achieved through the devotion of vigilant guardians — building safety and fire prevention officials, planners, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others — who work year-round to ensure the safe construction of buildings;

Whereas, these professionals are experts in the built environment to create and implement the highest-quality codes to protect us in buildings where we live, learn, work and play;

Whereas, modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes;

Whereas, “Mission Possible,” the theme for Building Safety Month 2024, encourages our citizens to consider the commitment to improve building safety, sustainability, resilience and economic investment at home and in communities, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property;

Now, therefore, be it resolved that the County Council, Summit County, Utah does hereby proclaim June 2024 Building Safety Month and encourages all citizens to pay tribute to the hard-working professionals and their positive contributions to Summit County residents.

APPROVED AND ADOPTED this 5th day of June 2024.

SUMMIT COUNTY COUNCIL

Malena Stevens, Chair

Tonja B. Hanson, Vice-Chair

Christopher F. Robinson

Roger Armstrong

Canice Harte

Evelyn Furse, Clerk



STAFF REPORT

TO: Summit County Council
FROM: Matt Leavitt – Summit County Financial Officer
Ryan Stack – Deputy County Attorney
DATE: May 30, 2024
SUBJECT: Parameters Resolution for 2024 sales tax bonds

BACKGROUND:

On Thursday, May 9th, the Council voted to approve the execution of an agreement to purchase the facility known as the Skullcandy Building. The property includes a 45,000 square foot facility located on 7.38 acres. The initial purchase price of the property is \$17.5 million, with estimated renovation costs not to exceed \$12.5 million for a total cost of \$30.0 million. To finance the purchase and subsequent renovations of the facility the County has opted to issue sales tax revenue bonds.

COUNCIL REQUIRED ACTION:

Attached with this staff report is a Parameters Resolution (the “Resolution”) appointing the Council Chair, the County Manager, or the Finance Officer as the designated officers authorized to determine:

- The selling of the bonds: private placement or a public offering;
- Approved principal amount: not to exceed \$30.0 million;
- Interest rates: not to exceed 6.0% per annum;
- Terms: not to be sold at less than 98% of principal amount;
- Maturity of the bonds: not to exceed 21 years;
- Any possible redemption features: to be determined and negotiated with bond purchaser.

The Resolution is written broadly enough to allow the County to explore both private placement or a public offering. According to Brian Baker, Vice President and financial advisor with Zions Public Finance (“ZPF”), private placement is currently anticipated to be the most efficient and cost-effective option, but the Resolution reserves the ability to pursue a public offering should it prove advantageous if the economic and rate environments change between now and the public hearing date. If ZPF recommends public offering, Council will be asked to consider and approve a separate Resolution adopting a Preliminary Official Statement (which would be presented on June 26 in advance of the public hearing).

A form of Bond Purchase Contract is also included herewith. The Contract will be completed between the County and the Underwriter of the bonds at the time of sale/purchase. Specifications of the Purchase Contract are completed within the Parameters Resolution as determined by the designated officers.

The Third Supplemental Indenture, also attached, details the execution of the bonds, bond denomination, repayment schedules, and other details to be executed or followed with the issuance of bonds.

Staff recommends the Council adopt the Parameters Resolution. After a two-week period the Council must hold a public hearing on the bond issuance. Because the June 19th Council meeting has been cancelled, the public hearing is scheduled for 6:00 p.m. on June 26th.

Coalville, Utah

June 5, 2024

The County Council (the “Council”) of Summit County, Utah met in regular public session at the regular meeting place of the Council in Coalville, Utah, on Wednesday, June 5, 2024, at the hour of 2:00 p.m., with the following members of the Council being present:

Malena Stevens	Chair/Councilmember
Tonja Hanson	Vice Chair/Councilmember
Roger Armstrong	Councilmember
Chris Robinson	Councilmember
Canice Harte	Councilmember

Also present:

Shayne Scott	County Manager
Evelyn Furse	County Clerk

Absent:

None

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the County Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this June 5, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$30,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2024; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the County Council (the “Council”) of the Issuer desires to (a) finance the purchase of facilities for use by the Issuer (the “Series 2024 Project”), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2024 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a General Indenture of Trust (the “General Indenture”), and a Supplemental Indenture of Trust (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”), with such Indenture in substantially the form presented in the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to post a notice of such hearing with respect to the Series 2024 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the underwriter or the purchaser (the “Underwriter/Purchaser”) selected by the Issuer for any portion of the Series 2024 Bonds; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2024 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any one of the Chair or Chair pro tem (collectively, the “Chair”), the County Manager, or the Finance Officer (collectively, the “Designated Officers”), the authority to (a) determine whether all or a portion of the Series 2024 Bonds should be sold pursuant to a private placement or a public offering; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold; and (c) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE BE IT RESOLVED by the County Council of Summit County, Utah, as follows:

Section 1. For the purpose of (a) financing the Series 2024 Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2024 Bonds, the Issuer hereby authorizes the issuance of the Series 2024 Bonds which shall be designated “Summit County, Utah Sales Tax Revenue Bonds, Series 2024” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed \$30,000,000. The Series 2024 Bonds shall mature in not more than twenty-one (21) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed six percent (6.0%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The selection of the method of sale, the selection of the Underwriter/Purchaser, appointment of a Trustee, and the determination of the final terms and redemption provisions for the Series 2024 Bonds by the Designated Officers shall be evidenced by the execution of the Bond Purchase Agreement in substantially the form attached hereto as Exhibit C or a term sheet if the selected Underwriter/Purchaser prefers.

Section 3. The Indenture and the Bond Purchase Agreement in substantially the forms presented in this meeting and attached hereto as Exhibits B and C, respectively,

are hereby authorized, approved, and confirmed. The County Clerk or any deputy County Clerk (together, the “County Clerk”) or the Chair or any Chair pro-tem (together, the “Chair”) are hereby authorized to execute and deliver the Indenture and the Designated Officers are hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officers are hereby authorized to select the Underwriter/Purchaser.

Section 4. The Designated Officers or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2024 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2024 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair and the County Clerk are hereby authorized and directed to execute and seal the Series 2024 Bonds and to deliver said Series 2024 Bonds to the trustee (the “Trustee”) for authentication. The signatures of the Chair and the County Clerk may be by facsimile or manual execution.

Section 6. The Designated Officers or other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2024 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2024 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2024 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Series 2024 Bonds are delivered by the Trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2024 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The Issuer shall hold a public hearing on June 26, 2024 to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds issued under the Act, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2024 Bonds issued under the Act will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the Issuer's official website, and (iii) in a public location within the Issuer that is reasonably likely to be seen by residents of the Issuer. The County Clerk shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Summit County offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the posting date thereof. The Issuer directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on June 5, 2024, the County Council (the “Council”) of Summit County, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Sales Tax Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the Series 2024 Project (defined below) financed with the proceeds of the Series 2024 Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on June 26, 2024, at the hour of 6:00 p.m. at 60 North Main, in Coalville, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the Series 2024 Project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2024 BONDS

The Series 2024 Bonds will be issued for the purpose of (a) financing the purchase of facilities for use by the Issuer (the “Series 2024 Project”), (b) funding any debt service reserve funds, as necessary, and (c) paying costs of issuance of the Series 2024 Bonds.

PARAMETERS OF THE SERIES 2024 BONDS

The Issuer intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Thirty Million Dollars (\$30,000,000), to mature in not more than twenty-one (21) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed six percent (6.00%) per annum. The Series 2024 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (together, the “Indenture”) which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2024 Bonds for any reason and at any time up to the issuance of the Series 2024 Bonds.

SALES AND USE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all or any portion of the revenues produced by local sales and use and excise taxes levied by the Issuer and legally permitted to be used for the Series 2024 Project (the “Revenues”).

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

The Issuer currently has \$23,090,000 of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer’s outstanding bonds may be found in the Issuer’s financial report (the “Financial Report”) at: <http://secure.utah.gov/auditor-search/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Matt Leavitt, Finance Officer at (435) 336-3017.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer’s current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2024 Bonds to be issued under the Act to finance the Series 2024 Project, if held until maturity, is \$46,625,736.

A copy of the Resolution and the Indenture are on file in the office of the Summit County Clerk, 60 North Main, Coalville, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (as it pertains to the Series 2024 Bonds), or the Series 2024 Bonds, or any provision made for the security and payment of the Series 2024 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Summit County, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2024 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Summit County, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2024 Bonds. If fewer than 20% of the registered voters of Summit County, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2024 Bonds without an election.

DATED this June 5, 2024.

/s/ Evelyn Furse
County Clerk

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2024 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Series 2024 Project. The Series 2024 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Series 2024 Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2024 Bonds which will be issued to finance the reimbursed costs of the Series 2024 Project is not expected to exceed \$30,000,000.

APPROVED AND ADOPTED this June 5, 2024.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
County Clerk

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
County Clerk

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

I, Evelyn Furse, the duly appointed and qualified County Clerk of Summit County, Utah (the “County Clerk”), do hereby certify according to the records of the County Council (the “County Council”) of Summit County, Utah (the “Issuer”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the County Council held on June 5, 2024, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on June 5, 2024, and pursuant to the Resolution, a “Notice of Public Hearing and Bonds to be Issued” was posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the Issuer’s official website, and (iii) in a public location within the Issuer that is reasonably likely to be seen by residents of the Issuer.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of Summit County, this June 5, 2024.

(SEAL)

By: _____
County Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Evelyn Furse, the undersigned County Clerk of Summit County, Utah (the “County Clerk”), do hereby certify, according to the records of Summit County (the “County”) in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the June 5, 2024, public meeting held by the Summit County Council of the County (the “County Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted in a public location within the County at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the County’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the County Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the County Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the County’s official website and (c) in a public location within the County that is reasonably likely to be seen by residents of the County.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this June 5, 2024.

(SEAL)

By: _____
County Clerk

SCHEDULE 1
NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

EXHIBIT B
FORM OF INDENTURE

EXHIBIT C
FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE CONTRACT

\$ _____
Summit County, Utah
Sales Tax Revenue Bonds,
Series 2024

_____, 2024

Summit County
60 North Main
Coalville, Utah

The undersigned representative of, _____, as the underwriter of the hereinafter defined Series 2024 Bonds (the “Underwriter”), acting on behalf of the Underwriter and not as fiduciary or agent for you, offer to enter into this Bond Purchase Contract (the “Purchase Contract”) with Summit County, Utah (the “Issuer”) which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer’s \$ _____ aggregate principal amount of Sales Tax Revenue Bonds, Series 2024 (the “Series 2024 Bonds”), at a purchase price of \$ _____ (representing the principal amount of the Series 2024 Bonds, plus a [net] reoffering premium of \$ _____ and less an Underwriter’s discount of \$ _____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2024 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2024 Bonds shall be as described in the Official Statement dated _____, 2024, of the Issuer relating to the Series 2024 Bonds (together with all appendices thereto, the “Official Statement”), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of June 1, 2017 (the “General Indenture”), as heretofore supplemented and as further supplemented by a Third Supplemental Indenture of Trust dated as of _____, 204 (the “Third Supplemental Indenture” and together with the

General Indenture, the “Indenture”) each by and between the Issuer and Zions Bank, National Association, as trustee (the “Trustee”); and all as authorized pursuant to a resolution adopted by the County Council of the Issuer on June 5, 2024 (the “Resolution”). The Series 2024 Bonds are payable from and secured solely by the Revenues and all funds (other than the Rebate Fund) described and established by the Indenture. The Series 2024 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2024 Bonds are being issued for the purpose of (i) financing all or a portion of the purchase of facilities for use by the Issuer (the “Series 2024 Project”); [(ii) funding any necessary debt service reserve fund;] and (iii) paying costs of issuance with respect to the Series 2024 Bonds.

(d) The Indenture, the Series 2024 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the “Transaction Documents.”

(e) The Underwriter agrees to make an initial public offering of the Series 2024 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2024 Bonds and offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2024 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2024 Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2024 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2024 Bonds of that maturity or (ii) the 10% test has

been satisfied as to the Series 2024 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2024 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2024 Bonds.

(c) The Underwriter confirms that it has offered the Series 2024 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an

underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore “deemed final” the Preliminary Official Statement dated _____, 2024, and relating to the Series 2024 Bonds (the “Preliminary Official Statement”) for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2024 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth as Appendix D to the Official Statement.

Section 1.4. At approximately [9:30 a.m.], Utah time, on _____, 2024, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the “Closing Date”), the Issuer will cause the Series 2024 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter.

The Underwriter will accept such delivery and pay the purchase price of the Series 2024 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the “Closing”). The Series 2024 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2024 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The County Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2024 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2024 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be

necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2024 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2024 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture [on a parity, with respect to the Pledged Sales and Use Taxes only, with the outstanding Sales Tax Obligations as described in the Official Statement].

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2024 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the

statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2024 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions [“THE SERIES 2024 BONDS—Book-Entry Only System,” “UNDERWRITER,” “APPENDIX F.”]

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2024 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2024 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2024 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2024 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the “end of the underwriting period” (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2024 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of

judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. The Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Series 2024 Bonds and the Series 2024 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer's audited financial statements as of, and for the year ended December 31, 2023, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the Issuer at December 31, 2023, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since December 31, 2023, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since December 31, 2023, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. [For the past five years the Issuer has been in compliance with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.].

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2024 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2024 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2024 Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2024 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official

Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2024 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2024 Bonds, including any action relating to the tax status of the Series 2024 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix E to the Official Statement, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2024 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2024 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2024 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2024 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2024 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2024 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2024 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of the County Attorney, as counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Chair of the County Council and the County Clerk of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2024 Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2024 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2024 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2024 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by

the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds, including the use of proceeds of sale of the Series 2024 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2024 Bonds have received a rating of "____" from ____;

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2024 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee

in connection with the issuance of the Series 2024 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer's municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

GENERAL

Section 5.1. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at _____, Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Summit County, 60 North Main, Coalville, Utah, Attention: County Manager, with a copy thereof to Issuer's counsel at _____.

Section 5.2. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2024 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

Section 5.3. This Purchase Contract shall be governed by the laws of the State of Utah.

Section 5.4. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2024 Bonds. The Issuer has retained Zions Bank Public Finance, as its Independent Registered Municipal Advisor in this transaction.

Section 5.5. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined hereafter. As currently defined in Section 63G-27-102(5) of the Utah Code 1953, as amended, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code 1953, as amended, "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or

manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of this Purchase Contract.

Section 5.6. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.7. Each party hereto acknowledges and agrees that it may execute this Purchase Contract, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

“Electronic Signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 5.8. This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract shall become effective upon the execution by [Underwriter] and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

SUMMIT COUNTY, UTAH

By: _____

Its: _____

ATTEST:

By: _____
County Clerk

(SEAL)

EXHIBIT A

\$ _____
Summit County, Utah
Sales Tax Revenue Bonds, Series 2024

<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Pricing</u> <u>Rule</u>
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* [General Rule Maturities.]
** [Hold-the-offering-price Maturities]

EXHIBIT B

FORM OF

**UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE**

\$_____

Summit County, Utah

Sales Tax Revenue Bonds, Series 2024

The undersigned, on behalf of _____ (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Summit County, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated _____, 2024 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests

or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Purchaser” means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [[As of the Effective Time there were no Undersold Maturities.]][[For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]]

By: _____

Its: _____

EXHIBIT A – [same as in Bond Purchase Contract]

ATTACHMENT 1 -- Initial Offering Price Documentation

[Attach Pricing Wire or Other Offering Price Documentation]

THIRD SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2024

by and between

SUMMIT COUNTY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

and supplementing
General Indenture of Trust
Dated as of June 1, 2017

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THIRD SUPPLEMENTAL INDENTURE OF TRUST

This Third Supplemental Indenture of Trust, dated as of _____ 1, 2024, by and between Summit County, Utah, a legal subdivision, and body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national banking association authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee"):

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of June 1, 2017, as heretofore supplemented (the "General Indenture") with the Trustee; and

WHEREAS, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds") for the purpose of (a) financing the purchase of facilities for use by the Issuer (the "Series 2024 Project") and (b) paying issuance expenses; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, based upon the information available to the Issuer, the Series 2024 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2024 Bonds will be issued; and

WHEREAS, the Series 2024 Bonds will be authorized, issued and secured under the General Indenture and this Third Supplemental Indenture (the "Third Supplemental Indenture," collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Third Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2024 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Third Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2024 Bonds and all Bonds and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds,

and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Third Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors in trust and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Third Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Cede” means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

“Dated Date” means, with respect to the Series 2024 Bonds, the date of initial issuance and delivery thereof.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Interest Payment Date” means, with respect to the Series 2024 Bonds, each [June 15] and [December 15], commencing _____.

“[Purchaser/Underwriter]” means _____.

“Series 2024 Bonds” means the Issuer’s \$_____ Sales Tax Revenue Bonds, Series 2024.

“Series 2024 Construction Account” means the account established under this Supplemental Indenture and held in trust by the Trustee, into which a portion of the proceeds of the Series 2024 Bonds shall be deposited as provided herein.

“Series 2024 Project” means financing the purchase of facilities for use by the Issuer.

ARTICLE II

ISSUANCE OF THE SERIES 2024 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2024 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the Series 2024 Project, and (ii) pay costs incurred in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2024 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title “Sales Tax Revenue Bonds, Series 2024.”

Section 2.2 Date, Denominations, Maturities and Interest. The Series 2024 Bonds shall be dated as of the Dated Date, shall be in denominations of \$5,000 or integral multiples thereof, shall mature on [December 15] in the years and in the amounts set forth below, and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2024 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their dated date, payable on each Interest Payment Date, at the rates per annum as set forth below:

<u>Maturity Date</u> (<u>December 15</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>
--	-------------------------	----------------------

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Optional Redemption. The Series 2024 Bonds maturing on or after _____, are subject to redemption on or after _____ at a redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption.

Section 2.4 Execution of Bonds. The Chair is hereby authorized to execute by facsimile or manual signature the Series 2024 Bonds and the County Clerk to countersign by facsimile or manual signature the Series 2024 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2024 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2024 Bonds.

Section 2.5 Delivery of Bonds. The Series 2024 Bonds, when executed, registered, and authenticated as provided herein, shall be delivered to the [Purchaser/Underwriter] upon receiving full payment therefor.

Section 2.6 Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2024 Bonds, which approval shall be evidenced by execution of this Third Supplemental Indenture by the Trustee.

Section 2.7 Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2024 Bonds, which approval shall be evidenced by execution of this Third Supplemental Indenture by the Trustee.

Section 2.8 Limited Obligation. The Series 2024 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2024 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.9 Book-Entry Only System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Series 2024 Bonds shall be, and the Series 2024 Bonds shall be registered in the name of, Cede and Co. (“Cede”), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(iii) of this Section 2.9, (“DTC”). Payment of interest for any Series 2024 Bond, as applicable, shall be made in accordance with the provisions of this Indenture to the account of Cede on the Interest Payment Date for the Series 2024 Bonds at the address indicated for Cede in the registry books of the Trustee.

(b) The Series 2024 Bonds shall be initially issued in the form of a separate registered Bond in the amount of each separate stated maturity of the Series 2024 Bonds. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registry books of the Issuer kept by the Trustee, in the name of Cede, as nominee of DTC. With respect to Series 2024 Bonds so registered in the name of Cede, the Issuer, the Trustee and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2024 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Trustee and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2024 Bonds; (ii) the delivery of any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2024 Bonds, including any notice of redemption; or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2024 Bonds. The Issuer, the Trustee and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2024 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Series 2024 Bond, (2) giving notices of redemption and other matters with respect to such Series 2024 Bonds and (3) registering transfers with respect to such Series 2024 Bonds. The Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2024 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer’s obligations with respect to such principal, or redemption price, and interest, to the

extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Series 2024 Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Series 2024 Bond pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Indenture, the word "Cede" in this Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Indenture, the Series 2024 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2024 Bonds at any time by giving written notice to the Issuer, the Trustee and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2024 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Trustee, terminate the services of DTC with respect to the Series 2024 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2024 Bonds or the Issuer; and the Issuer shall, by notice to the Trustee, terminate the services of DTC with respect to the Series 2024 Bonds upon receipt by the Issuer, the Trustee, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2024 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2024 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2024 Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2024 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2024 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2024 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the

Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Trustee shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2024 Bonds.

(iv) Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2024 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2024 Bond and all notices with respect to such Series 2024 Bond shall be made and given, respectively, to DTC as provided in the hereinafter defined Representation Letter of the Issuer addressed to DTC and in DTC's operational arrangements.

(v) In connection with any notice or other communication to be provided to Owners of Series 2024 Bonds registered in the name of Cede pursuant to the Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by such Owners, the Issuer shall establish a record date for such consent or other action by such Owners and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(vi) A blanket Representation Letter (the "Representation Letter") has been executed and delivered by the Issuer. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.9 hereof or in any other way impose upon the Issuer or the Trustee any obligation whatsoever with respect to persons having interests in the Series 2024 Bonds other than the registered owners of the Series 2024 Bonds, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the Issuer and the Trustee in the Representation Letter or any other comparable agreement with a securities depository with respect to the Trustee and in DTC's operational arrangements to at all times be complied with.

Section 2.10 Series 2024 Bonds as Additional Bonds. The Series 2024 Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2024 Bonds, as follows:

(a) No Event of Default has occurred under the Indenture; and

(b) A certificate has been delivered to the Trustee by an Authorized Representative to the effect that the Revenues, less any Direct Payments, for any consecutive 12-month period in the 24 months immediately preceding the proposed

date of the issuance of Series 2024 Bonds were at least equal to 200% of the sum of the (x) maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Series 2024 Bonds, there being no amounts due on any Reserve Instrument Repayment Obligations upon the issuance of the Series 2024 Bonds; and

(c) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required by the Indenture to be accumulated therein at such time; and

(d) The proceeds of the Series 2024 Bonds will be used to finance a Project (including the funding of necessary reserves and the payment of costs of issuance).

Section 2.11 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2024 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2024 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2024 Bonds in the amount of \$_____ (representing the principal amount of the Series 2024 Bonds, plus a [net] reoffering premium of \$_____, less a [Purchaser/Underwriter]'s discount of \$_____), and the Trustee shall apply such proceeds to the Series 2024 Construction Account.

Section 3.2 [No Debt Service Reserve Requirement for Series 2024 Bonds. For purposes of the Series 2024 Bonds, there is not a Debt Service Reserve Requirement.]

Section 3.3 Disbursements from Series 2024 Construction Account.

(a) Costs of issuance for the Series 2024 Bonds in the amount of \$_____ shall be paid by the Trustee from the Series 2024 Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit B attached hereto.

(b) All Series 2024 Bond proceeds on deposit in the Series 2024 Construction Account after payment of costs of issuance shall be disbursed by the Trustee to pay the costs of the Series 2024 Project upon receipt of a requisition requesting the same in the form of Exhibit A to the General Indenture.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Third Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Third Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2024 Bonds. The sale of the Series 2024 Bonds to the [Purchaser/Underwriter] at a price of \$_____ (representing the principal amount of the Series 2024 Bonds, plus a [net] reoffering premium of \$_____, less a [Purchaser/Underwriter]'s discount of \$_____) is hereby ratified, confirmed and approved.

Section 5.2 Severability. If any provision of this Third Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Third Supplemental Indenture contained, shall not affect the remaining portions of this Third Supplemental Indenture, or any part thereof.

Section 5.3 Counterparts. This Third Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4 Effective Date. This Third Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Third Supplemental Indenture of Trust to be executed as of the date first above written.

SUMMIT COUNTY, UTAH

By: _____
Chair

(SEAL)

Countersigned:

County Clerk

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION as Trustee

By: _____
Title: _____

EXHIBIT A

(FORM OF SERIES 2024 BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
SUMMIT COUNTY
SALES TAX REVENUE BONDS
SERIES 2024

Number R - _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____ %	_____, ____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

Summit County, Utah (“Issuer”), a legal subdivision and body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on [June 15] and [December 15] of each year commencing _____ (each an “Interest Payment Date”), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah (“Trustee” and “Paying Agent”) or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the “Record Date”) at the address of such Registered Owner as it appears on the

registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds designated as the Issuer's "Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds") in the aggregate principal amount of \$ _____ of like tenor and effect, except as to date of maturity, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of June 1, 2017, as previously supplemented and as further supplemented by a Third Supplemental Indenture of Trust dated as of _____ 1, 2024 each by and between the Issuer and the Trustee, (collectively the "Indenture"), approved by a resolution adopted on June 5, 2024 (the "Resolution"), for the purpose of (a) financing the purchase of facilities for use by the Issuer (the "Series 2024 Project") and (b) paying issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Series 2024 Bond and the issue of which it is a part are payable solely from a special fund designated "Summit County, Utah Sales Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Series 2024 Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2024 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

Pursuant to the Indenture, the Issuer has previously issued various series of sales tax revenue bonds (collectively, the "Parity Bonds"). The payment of principal and interest on the Parity Bonds is secured on a parity lien on the Revenues with the Series 2024 Bonds.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2024 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited (except as otherwise provided in the Indenture).

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2024 Bonds, the terms upon which the Series 2024 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Series 2024 Bond assents by the acceptance of this Series 2024 Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2024 Bonds and on all Series 2024 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Original Issue Date specified above. Interest on the Series 2024 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2024 Bonds shall be in default, interest on the Series 2024 Bonds issued in exchange for Series 2024 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2024 Bonds surrendered.

The Series 2024 Bonds are subject to redemption prior to maturity at the times, in the amounts and with notice all as provided in the Indenture.

This Series 2024 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of Zions Bancorporation, National Association (the "Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 2024 Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2024 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2024 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2024 Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2024 Bonds shall not directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues, to the extent available, as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307(3), UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2024 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2024 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2024 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2024 Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2024 Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2024 Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2024 Bond is one and all bonds issued on a parity with this Series 2024 Bond.

This Series 2024 Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2024 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2024 Bond to be signed by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its County Clerk under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Chair

Countersigned:

(facsimile or manual signature)
County Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sales Tax Revenue Bonds, Series 2024, of Summit County, Utah.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

(ASSIGNMENT)

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

(Tax Identification or Social Security No. _____)
the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.3 of the Third Supplemental Indenture of Trust dated as of
____ 1, 2024, you are hereby authorized to pay the following costs of issuance from the
Series 2024 Construction Account:

[See Attached Schedule]

**AUTHORIZED REPRESENTATIVE
SUMMIT COUNTY, UTAH**

COSTS OF ISSUANCE

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
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MINUTES

SUMMIT COUNTY

County Council

LEDGES EVENT CENTER

202 EAST PARK ROAD, COALVILLE, UT, 84017

WEDNESDAY, MAY 31, 2023

Meeting also conducted via Zoom.

DRAFT

1. Welcome/Attendance

Malena Stevens
Christopher Robinson
Canice Harte
Eve Furse

Shayne Scott
Janna Young
Ben Neilson
Brian Craven
Dana Jones
Paul Caine
Dave Thomas

2. Work Session (2:01 P.M.)

1) *Interview applicants for vacancy on the North Summit Fire Service District Administrative Control Board.* (2:02 P.M.)

Attachment: Interview Schedule-NS Fire.pdf

Jay Adams was interviewed by Council. (2:02 P.M.)

John Adams was interviewed by Council. (2:17 P.M.)

Canice Harte made a motion to enter closed session to discuss personnel. Christopher Robinson seconded, and all voted in favor, (3-0).

Move to conference room (2:36 P.M.)

3. Closed Session (2:36 P.M.)

1) *Personnel*

Attachment: Closed meeting affidavit 5-31-23

The Summit County Council met in closed session from 2:36 P.M. to 2:57 P.M. to discuss personnel. The following people were present: Council Members Stevens, Hanson, Harte, and Robinson, along with Manager Shayne Scott, Deputy Manager Janna Young, Attorney Margaret Olson, Chief Civil Deputy Attorney Dave Thomas, and Executive Assistant Annette Singleton.

Christopher Robinson made a motion to leave closed session to discuss personnel and enter into closed session to discuss property acquisition. (2:57 PM). Canice Harte seconded, and all voted in favor, (4-0).

2) ***Property Acquisition***

The Summit County Council met in closed session from 2:57 P.M. to 4:02 P.M. to discuss property acquisition. The following people were present: Council Members Stevens, Hanson, Harte, and Robinson, along with Manager Shayne Scott, Deputy Manager Janna Young, Attorney Margaret Olson, Chief Civil Deputy Attorney Dave Thomas, County Lands and Natural Resources Director Jess Kirby, Community Development Director Pat Putt, and Executive Assistant Annette Singleton.

Christopher Robinson made a motion to leave closed session to discuss property acquisition and enter into open session. (4:02 PM). Canice Harte seconded, and all voted in favor, (4-0).

Move to multi-purpose room (4:10 P.M.)

4. **Pledge of Allegiance (4:10 P.M.)**

Malena Stevens	Shayne Scott
Christopher Robinson	Janna Young
Canice Harte	Ben Neilson
	Brian Craven
	Dana Jones
	Paul Caine
	Dave Thomas
	Eve Furse

Canice Harte made a motion to convene as the Governing Board of the Snyderville Basin Special Recreation District. Christopher Robinson seconded, and all voted in favor, (3-0).

5. **Convene as the Governing Board of the Snyderville Basin Special Recreation District (4:11 P.M.)**

1) ***Discussion and adoption of Proclamation No. 2023-10, a Proclamation Recognizing Paul Caine for 15 years and 48 days of Public Service to the Citizens of the Snyderville Basin; Dana Jones. (4:11 PM)***

Attachment: Proclamation 2023-10 Paul Caine.pdf

Dana Jones, Snyderville Basin Recreation District Executive Director, and the Council Members thanked Paul Caine, Snyderville Basin Recreation Center Manager, for his service.

Barbara Caine added recognition for Paul Caine.

Christopher Robinson made a motion to adopt Proclamation No. 2023-10 Recognizing Paul Caine for 15 years and 48 days of Public Service to the Citizens of the Snyderville Basin. Canice Harte seconded, and all voted in favor, (3-0).

Christopher Robinson made a motion to dismiss as the Snyderville Basin Special Recreation District and reconvene as County Council. Canice Harte seconded, and all voted in favor, (3-0).

6. Consideration of Approval (4:25 P.M.)

1) ***Council Minutes dated February 1, 2023, March 13, 2023, and April 26, 2023***
(4:25 P.M.)

Attachment: Draft Minutes 02.01.23.pdf

Attachment: Draft Minutes 03.13.23.pdf

Attachment: Draft Minutes 04.26.23.pdf

Canice Harte made a motion to approve Council Minutes dated February 1, 2023. Christopher Robinson seconded, and all voted in favor, (3-0).

Canice Harte made a motion to approve Council Minutes dated March 13, 2023. Christopher Robinson seconded, and all voted in favor, (3-0).

Canice Harte made a motion to approve Council Minutes dated April 26, 2023. Christopher Robinson seconded, and all voted in favor, (3-0).

2) ***Council comments* (4:25 P.M.)**

Canice Harte provided an update on his activities on behalf of Council in the last couple of weeks.

3) ***Manager comments* (4:29 P.M.)**

Manager Shayne Scott provided an update about his recent activities.

Dave Thomas, Chief Civil Deputy Attorney, updated Council on forthcoming matters. (4:30 P.M.)

Eve Furse, Clerk, updated Council about the Clerks Office retreat and the upcoming municipal and special service district filing period. (4:32 P.M.)

7. Work Session, Continued (4:54 P.M.)

1) ***Presentation of Emergency Medical Services Assessment Final Report; Aarron Reinert, Ben Wasmund, and Ryan Quinn, SafeTech Solutions [Public comment may be taken]* (4:54 P.M.)**

Attachment: SafeTech Solutions Final EMS Report.pdf

Janna Young, Deputy Manager, introduced the Emergency Medical Services Assessment Final Report and provided background on the effort. (4:54 PM)

Aarron Reinert, SafeTech Solutions Owner, Ben Wasmund, SafeTech Solutions Consultant, and Ryan Quinn, SafeTech Solutions Consultant, briefed Council on their Final Report. Council Members asked questions. The presenters responded to those questions. (4:57 PM)

Council Members asked follow-up questions; the presenters responded. (5:16 PM)

Bob Jasper, a committee member, provided input. (5:51 PM)

North Summit Fire Chief Ben Neilson commented. (5:53 PM)

8. **Public Input (6:00 P.M.)**

Council Vice Chair Stevens opened the meeting for public input. (6:06 PM)
No public comment was given.

Council Vice Chair Stevens closed the meeting for public comment.

9. **Work Session, Continued (6:06 PM)**

1) ***Presentation of Emergency Medical Services Assessment Final Report; Aarron Reinert, Ben Wasmund, and Ryan Quinn, SafeTech Solutions [Public comment may be taken] cont'd***

SafeTech representatives provided further comment. (6:07 PM)

Oakley Mayor Zane Woolstenhulme commented on the report. (6:12 PM)

Coalville Mayor Mark Marsh commented. (6:21 PM)

Kamas Mayor Matt McCormick added his input. (6:26 PM)

Henefer Mayor Kay Richins commented. (6:31 PM)

Park City Fire Chief Bob Zanetti provided his thoughts. (6:37 PM)

Park City Deputy Fire Chief Pete Emery commented. (6:45 PM)

Mayor Richins made an additional comment. (6:47 PM)

Mayor Woolstenhulme offered further comment. (7:00 PM)

Council Vice Chair Stevens opened the meeting for public input. (7:06 PM)

No public input was given.

Council Vice Chair Stevens closed the meeting for public input.

Adjournment (7:06 P.M.)

Canice Harte made a motion to adjourn. Christopher Robinson seconded, and all voted in favor, (3-0).

Roger Armstrong, Chair

Eve Furse, Clerk



MINUTES

SUMMIT COUNTY

County Council

SUMMIT COUNTY COURTHOUSE

60 N. MAIN ST., COALVILLE, UT, 84017

WEDNESDAY, JUNE 7, 2023

Meeting also conducted via Zoom.

DRAFT

1. Welcome/Attendance

Malena Stevens
Christopher Robinson
Canice Harte

Shayne Scott
Janna Young
Margaret Olson
Dave Thomas
Andy Garland
Stephanie Poll
John Angell
Aaron Newman
Pamella Bello
Kathy Day
Cindy Keyes
Eve Furse
Phil Bondurant
Pat Putt
Matt Leavitt
Brian Craven

Canice Harte made a motion to enter closed session to discuss property acquisition. (3:20 PM). Christopher Robinson seconded, and all voted in favor, (3-0).

2. Closed Session (3:20 P.M.)

1) Property Acquisition

The Summit County Council met in closed session from 3:20 P.M. to 3:58 P.M. to discuss property acquisition. The following people attended: Council Members Harte, Robinson, and Stevens, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas, and Lands and Natural Resources Director Jess Kirby.

Canice Harte made a motion to leave closed session to discuss property acquisition and convene in open session. (3:58 PM). Christopher Robinson seconded, and all

voted in favor, (3-0).

Move to Council Chambers (3:58 P.M.)

3. **Pledge of Allegiance** (4:01 P.M.)
4. **Convene as the Governing Board of Mountain Regional Water Special Service District** (4:04 P.M.)

Canice Harte made a motion to convene as the Governing Board of Mountain Regional Water Special Service District. Christopher Robinson seconded, and all voted in favor, (3-0).

- 1) *Continued discussion and adoption of Resolution MRW 2023-08AM, a Resolution Annexing Certain Real Property to the Mountain Regional Water Special Service District (Parcel PCPRVR-1-AM); Andy Garland* (4:05 P.M.)

Attachment: 2023 Annexation Resolution PCPRVR-1-AM (1).pdf

Attachment: County Council Memo_Petition for Annexation PCPRVR-1-AM (1).pdf

Attachment: Parcel PCPRVR-1-AM Annexation Plat (Ammended).pdf

Andy Garland, Mountain Regional Water General Manager, explained the need to Amend MRW 2023-08.

Canice Harte made a motion to adopt Resolution MRW 2023-08AM an amended Resolution Annexing Certain Real Property to the Mountain Regional Water Special Service District (Parcel PCPRVR-1-AM). (4:06 PM). Christopher Robinson seconded, and all voted in favor, (3-0).

Attachment: Resolution MRW 2023-08 Amended executed

Canice Harte made a motion to dismiss as the Governing Board of Mountain Regional Water Special Service District and Convene as the Board of Equalization. (4:07 PM). Christopher Robinson seconded, and all voted in favor, (3-0).

5. **Convene as the Board of Equalization** (4:08 P.M.)

- 1) *Discussion and action regarding a property tax exemption request for B.P.O. Elks, Parcel PC-306; Stephanie Poll* (4:09 P.M.)

Council Members asked questions. Assessor Poll responded. (4:13 PM)

Attachment: Staff Report-BOE B.P.O. Elks Parcel PC-306.pdf

Duncan Silver, Trustee of the B.P.O. Elks Lodge, spoke. (4:16 PM)

Assessor Stephanie Poll presented the property tax exemption request. (4:10 PM)

Christopher Robinson made a motion to approve the property tax exemption request for the B.P.O. Elks, Parcel PC-306 for the 2022 tax year based upon the State Tax Commission's 4-25-2023 order to reopen the Board of Equalization, subject to receipt of the proper tax exemption request from the property owner that mirrors the percent of exempt and taxable uses as agreed to between the County and the property owner in the 2023 tax matter. (4:32 PM). Canice Harte seconded, and all voted in favor, (3-0).

Canice Harte made a motion to dismiss as the Board of Equalization and reconvene

as County Council. Christopher Robinson seconded, and all voted in favor, (3-0).

6. **Consideration of Approval** (4:25 P.M.)

1) ***Public comment may be taken regarding the appointment and adoption of Resolution 2023-09, A Resolution Appointing a Member to Serve on the North Summit Fire Service District Administrative Control Board*** (4:35 P.M.)

Attachment: Resolution 2023-09

Canice Harte made a motion to adopt Resolution 2023-09, appointing John Adams to serve on the North Summit Fire Service District Administrative Control Board with a term of service to expire 12/31/2023. (4:36 PM). Christopher Robinson seconded, and all voted in favor, (3-0).

Attachment: Resolution 2023-09 executed

2) ***Discussion and approval of the Second Amendment of the Real Estate Transfer Agreement with The Market Place at Silver Creek Center, LLC; John Angell*** (4:37 P.M.)

Attachment: Staff Report-Real Estate Agreement.pdf

John Angell, Public Works Director, provided background on the need for the Second Amendment of the Real Estate Transfer Agreement with The Market Place at Silver Creek Center. Council Members asked questions. Director Angell and Dave Thomas, Chief Civil Deputy Attorney, responded.

Canice Harte made a motion to recommend for approval the Second Amendment of the Real Estate Transfer Agreement with The Market Place at Silver Creek Center, LLC. Christopher Robinson seconded, and all voted in favor, (3-0).

Attachment: 2d Am real Estate K The Market Place at Silver Creek Center executed

3) ***Discussion and approval of Proclamation 2023-11, a Proclamation Recognizing Kathy Day for 30 Years of Public Service to the Citizens of Summit County, Utah; Aaron Newman and Pamella Bello*** (4:46 P.M.)

Attachment: Proclamation 2023-11 Kathy Day.pdf

Aaron Newman, Behavioral Health Director, and Pamella Bello, Behavioral Health Prevention Director, introduced the Proclamation. Council Members added their gratitude. Kathy Day, Prevention Coordinator, said a few words about her appreciation for her years with the Health Department.

Canice Harte made a motion to approve Proclamation 2023-11 Recognizing Kathy Day for 30 Years of Public Service to the Citizens of Summit County, Utah. Christopher Robinson seconded, and all voted in favor, (3-0).

Attachment: Proclamation 2023-11 executed

4) ***Discussion and approval of the winning bids and results of the 2023 May Tax Sale*** (4:57 P.M.)

Attachment: Staff Report-May Tax Lien Sale.pdf

Cindy Keyes, Auditor, provided Council with information about the 2023 May Tax Sale.

Christopher Robinson made a motion to approve the winning bids and results of the 2023 May Tax Sale. Canice Harte seconded, and all voted in favor, (3-0).

5) ***Discussion and approval of amendments to the Employee Chart of Positions-Attorney's Office; Margaret Olson*** (4:57 P.M.)

Attachment: Staff Report-Chart of Positions.pdf

Attachment: Chart of Position Amendment-Attorney.pdf

Margaret Olson, Attorney, explained to Council the need to move a part-time employee to a full-time employee. Shayne Scott, Manager, and Council Members asked questions. Attorney Olson, Matt Leavitt, Financial Officer, and Janna Young, Deputy Manager, responded to those questions.

Christopher Robinson made a motion to amend the Employee Chart of Positions-Attorney's Office to allow the Justice Court Prosecutor to be a full-time, time-limited position ending December 31, 2024, with benefits, effective the coming pay period. (5:27 PM). Canice Harte seconded, and all voted in favor, (3-0).

6) ***Council Minutes dated January 9, 2023*** (5:36 P.M.)

Attachment: Draft Minutes 01-09-23

Christopher Robinson made a motion to approve the Council Minutes dated January 9, 2023. Canice Harte seconded, and all voted in favor, (3-0).

7) ***Council comments*** (5:37 P.M.)

Christopher Robinson commented on his activities on behalf of Council in the past week.

Canice Harte commented on his activities on behalf of Council in the past week.

Malena Stevens commented on her activities on behalf of Council in the past week.

7. **Public Input** (6:01 P.M.)

Council Vice Chair Stevens opened the meeting for public input. (6:01 P.M.)
No public input was given.

Council Vice Chair Stevens closed the meeting for public input. (6:01 P.M.)

Adjournment (6:02 P.M.)

Canice Harte made a motion to adjourn. Christopher Robinson seconded, and all voted in favor, (3-0).

Roger Armstrong, Chair

Eve Furse, Clerk



MINUTES

SUMMIT COUNTY

County Council/Park City Council Joint Meeting

PARK CITY HALL COUNCIL CHAMBERS

445 MARSAC AVENUE, PARK CITY, UTAH, 84060

FRIDAY, MARCH 22, 2024

Meeting also conducted via Zoom.

DRAFT

Welcome/Attendance (9:03 AM)

Roger Armstrong	Shayne Scott
Malena Stevens	Janna Young
Christopher Robinson	Andy Hecht
Canice Harte	Colin Hilton
Nann Worel	Alex Roy
Tana Toly	Brandon Brady
Bill Ciraco	Jenn Fowler
Ed Parigian	
Ryan Dickey	
Jeremy Rubell	

Discussion Items: (9:03 AM)

- 1) ***Zero Food Waste Compact Presentation by Andy Hecht, Climate Fund Manager for Park City Community Foundation (9:05 AM)***

Attachment: Zero Food Waste.pdf

Andy Hecht, *Climate Fund Manager*, presented on Zero Waste Compact goals moving forward and the impacts food waste has on the community.

Joint council members asked questions and provided positive feedback about the program, Mr. Hecht responded.

2) ***Olympic update by Colin Hilton, President/CEO for the Utah Olympic Legacy Foundation.*** (9:23 AM)

Colin Hilton, *President/CEO*, for the Utah Olympic Legacy Foundation, presented an update on the Olympic Legacy's progress and goals to plan for the 2034 Olympics and Paralympics. Joint council members asked questions, Mr. Hilton responded.

3) ***Regional Transportation Convening Update*** (9:56 AM)

Attachment: Regional Transportation Convening Update.pdf

Alex Roy, *Senior Transportation Planner*, presented an update on Regional Transportation Convening. Council members asked clarifying questions and made suggestions. Mr. Roy responded.

4) ***Kimball Junction EIS Update*** (10:21 AM)

Attachment: Kimball Junction EIS.pdf

Brandon Brady, *Transportation Planning Deputy Director*, presented an update on the Kimball Junction study and proposed three alternatives as possible options. Joint council members discussed next steps moving forward.

Adjournment (11:08 AM)

Mayor Worel adjourned the meeting at 11:08 AM.