



**AGENDA
COUNTY COUNCIL
Wednesday, May 21, 2025**

NOTICE is hereby given that the Summit County Council will meet, on Wednesday,
May 21, 2025, electronically, via Zoom, and at the anchor location of the Summit County Courthouse,
60 N. Main Street, Coalville, UT 84017

(All times listed are general in nature, and are subject to change by the Board Chair)

To view Council meeting, live, visit the "Summit County, Utah" Facebook page.

OR

To participate in Council meeting: Join Zoom webinar: <https://zoom.us/j/772302472>

OR

To listen by phone only: Dial 1-301-715-8592, Webinar ID: 772 302 472

12:00 PM - Pledge of Allegiance (5 min)

12:05 PM Convene as the Governing Board of the North Summit Fire Service District

1. 12:05 PM - Discussion and possible approval of amendments to Policy Sections 314, 316, 318, 400, 401, 500, 501, 502, 503, 504, & 505; Ben Nielson and Nick Jarvis (10 min)

[NFSD Operating Policy Amendments.pdf](#)

Dismiss as the Governing Board of the North Summit Fire Service District

12:15 PM Consideration of Approval

1. 12:15 PM - Discussion and possible action regarding restrictions on fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the Park City Fire District; Pete Emery (15 min)

[Letter from Park City Fire District.pdf](#)

[Proposed Council Letter to State Forester.pdf](#)

2. 12:30 PM - Discussion and possible adoption of Resolution 2025-13, a Resolution Authorizing the Issuance and Sale of Not More than \$30,000,000 Aggregate Principal Amount of Sale Tax Revenue Refunding Bonds, Series 2025; and Related Matters; Brad Patterson and Marcus Keller (20 min)

[Parameters Resolution \(super\) - Summit Co Sales Tax Rev Ref 2025.docx](#)

[Bond Purchase Contract - Summit Co Sales Tax Rev Ref 2025.docx](#)

[Fourth Supplemental Indenture - Summit Co Sales Tax Rev Ref 2025.docx](#)

[Preliminary Official Statement Summit Co Sales Tax Rev Ref 2025.docx](#)

3. 12:50 PM - Discussion and possible action regarding a discretionary tax abatement for Stephen and Gina Rossi, Parcel RC-1-1; Stephanie Poll (5 min)

[RC-1-1 Discretionary Abatement.docx](#)

4. 12:55 PM - Discussion and possible direction from Council regarding the Blazzard Annexation Petition (approximately 136.88 acres total) into the City of Kamas, Utah; County Planner: Laura Kuhrmeyer (20 min)

[Blazzard Annexation into Kamas Staff Report](#)

5. 1:15 PM - Discussion and possible approval of Proclamation 2025-05, a Proclamation Declaring June, 2025 “Pride Month” in Summit County; Virginia Solomon (10 min)
[Proclamation 2025-05 Pride Month.docx](#)
6. 1:25 PM - Consideration and approval of Ordinance No. 994, enacting Title 2, Chapter 45, to the Summit County Code, establishing the Summit County Districting Commission (10 min)
7. 1:35 PM - Discussion and appointment of members to the Districting Commission (10 min)
8. 1:45 PM - Council Minutes dated April 9, 2025, April 23, 2025, and April 30, 2025 (5 min)
[SCC Draft Minutes 04-9-25](#)
[SCC Draft Minutes 04-23-25](#)
[SCC Draft Minutes 04-30-25](#)
9. 1:50 PM - Council and Manager comments (10 min)

2:00 PM Work Session

1. 2:00 PM - Respondent presentations to Cline Dahle RFP (3 hours)
[Staff Report-Cline Dahle and Fire Station 35 RFP.docx](#)
[Presentation #1 Brinshore Development, L.L.C. and GTS Development Services-Cline Dahle.pdf](#)
[Presentation #2 Evergreen Devco, Inc-Cline Dahle.pdf](#)
[Presentation #3 Columbus Pacific Development-Cline Dahle.pdf](#)
[Presentation #4 Layton Legacy Jeremy Village LLC-Cline Dahle.pdf](#)
[Presentation #5 JF Development Group LLC-Cline Dahle.pdf](#)
[Presentation #6 Crandall Capital-Cline Dahle.pdf](#)

5:00 PM Public Input

Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email publiccomments@summitcountyutah.gov by 12:00 p.m. on Wednesday, May 21, 2025. If you wish to interact with Council, for public input, please appear in person, or use the “Raise Hand” button at the bottom of the chat window in Zoom.

5:00 PM Closed Session - Property acquisition (2 hours)

Adjourn



Benjamin L. Nielson
Fire Chief

Nicholas G. Jarvis
Deputy Fire Chief

Tyler J Rowser
Administrative Battalion Chief

STAFF REPORT

To: Summit County Council

From: Benjamin L. Nielson, Fire Chief, North Summit Fire District

Date: May 21, 2025

Subject: Approval of North Summit Fire District Operating Policies

Purpose:

To request the Summit County Council's approval of the North Summit Fire District Operating Policies as recommended by the Administrative Control Board on May 8, 2025.

Background:

The North Summit Fire District, in collaboration with Lexipol and under the guidance of the Administrative Control Board, has completed a comprehensive review and update of its operating policies. These updates reflect best practices and compliance with federal and state laws and regulations governing fire and emergency medical services.

On May 8, 2025, the Administrative Control Board formally reviewed and adopted a recommendation to forward these policies to the Summit County Council for final approval.

Summary of Operating Policies:

The attached policies address several critical operational areas, including but not limited to:

- **Confined Space Rescue Response (Policy 314)**
Provides procedural guidance for safe and compliant rescue operations in confined spaces as regulated by OSHA and Utah state code.

North Summit Fire District
PO Box 187 | 86 Center Street
Coalville, Utah 84017
435-336-2221 | Emergency 9-1-1
www.NorthSummitFireUT.gov

- **Trench Rescues (Policy 316)**
Establishes procedures to minimize risks during trench rescue operations, ensuring personnel safety.
- **Hazardous Materials Response (Policy 318)**
Defines HAZMAT response structure, coordination, safety procedures, and notification protocols.
- **Fire Inspections (Policy 400) and Permits (Policy 401)**
Outlines inspection responsibilities and permit processing to maintain code compliance and public safety.
- **EMS Documentation & Patient Care**
Including **Patient Care Reports (Policy 500)**, **Patient Refusal (Policy 502)**, **Advance Health Care Directives (Policy 503)**, and **Latex Sensitivity (Policy 504)**, ensuring legal and ethical compliance in patient treatment and documentation.
- **Controlled Substance Accountability (Policy 505)**
Implements secure storage, documentation, and inventory control measures for controlled medications in accordance with DEA regulations.

Recommendation:

The North Summit Fire District recommends that the Summit County Council:

Approve the attached Operating Policies, as recommended by the North Summit Fire District Administrative Control Board.

These policies will strengthen the district's operational readiness, compliance posture, and service to the community.

Respectfully submitted,

Benjamin L. Nielson

Fire Chief

North Summit Fire District

Confined Space Rescue Response

314.1 PURPOSE AND SCOPE

State

This policy provides guidance on various confined space entries pursuant to Utah and federal Occupational Safety and Health Administration rules (29 CFR 1910.146; UAC R614-1-4).

314.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Attendant - An individual stationed outside one or more permit spaces to monitor the authorized entrants and who performs all duties assigned.

Confined space - A space that:

- (a) Is large enough and so configured that a person can bodily enter and perform work.
- (b) Has limited or restricted means for entry or exit.
- (c) Is not designed for continuous human occupancy.

Entry - The action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry permit - Written or printed document that is provided by the District to allow and control entry into a permit-required confined space to perform work in the space pursuant to Utah Occupational Safety and Health (Utah OSHA) regulations.

Entry supervisor - The person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing and overseeing entry operations, and for terminating entry as required.

Permit-required confined space - A confined space that has one or more of the following characteristics:

- (a) Contains or has a potential to contain a hazardous atmosphere.
- (b) Contains a material that has the potential for engulfing an entrant.
- (c) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross-section.
- (d) Contains any other recognized serious safety or health hazard.

314.2 POLICY

State

It is the policy of the North Summit Fire District to establish permit-required confined space incident response guidelines in compliance with applicable regulations and Utah OSHA, and the required

Confined Space Rescue Response

training and equipment to reasonably ensure members' safety while they are performing permit-required, confined space rescues.

314.3 GENERAL REQUIREMENTS

State

District procedures shall meet the standards and requirements set forth in 29 CFR 1910.146 as adopted by reference in Utah (UAC R614-1-4) and this policy.

District standards and procedures will include, but are not limited to:

- (a) The requirements of an entry permit.
- (b) Training requirements for members entering into confined spaces.
- (c) Equipment requirements.
- (d) Notification to members entering a confined space of any known or suspected hazards that the member may face during entry and any other information necessary to enable the attendant to monitor safe entry by the member.
- (e) Requirements for members entering confined spaces.
- (f) Requirements of the entry supervisor.
- (g) Requirements for members who are assisting others within the confined space.

314.4 PROCEDURES

Best Practice

District members should be trained to identify and measure atmospheric hazards within confined spaces. Reasonably practicable attempts at self-rescue or nonentry rescue should be made prior to any entry.

District members should adhere to National Institute for Occupational Safety and Health (NIOSH) guidance when performing a confined space rescue.

Any time there is questionable action or lack of movement by the worker inside the confined space, a verbal check should be made. If there is no response, District rescue personnel should conduct a survivability profile and a risk analysis, based on the information documented on the entry permit.

314.4.1 PRECAUTIONS

Best Practice

No ignition sources should be introduced into the confined space when atmospheric hazards are attributable to flammable or explosive substances or to lighting and electrical equipment.

Members should perform continuous atmospheric monitoring during all confined space rescue operations. If atmospheric conditions change adversely, members should exit the confined space until appropriate precautions for any new hazards are developed and implemented.

Confined Space Rescue Response

Work time should be closely monitored because heat stress emergencies may be caused by a warm atmosphere inside a confined space.

314.4.2 HAZARD EVALUATION/PERMIT REQUIREMENTS

State

If members of the District respond to an incident requiring permit-required confined space entry, a written hazard evaluation shall be performed. The hazard evaluation shall include, but is not limited to:

- (a) Recognition, determination and declaration of the situation as a permit-required confined space incident, including the date, time and location.
- (b) Denial of entry to unprotected persons.
- (c) Assessment of all readily available confined space documentation (e.g., Safety Data Sheets, any existing permits, plans or blueprints of the space).
- (d) Assessment of the purpose of the entry, number of victims, locations and injury conditions.
- (e) Discussions with witnesses, a supervisor and other sources of information.
- (f) Assessment of any current or potential space hazards, in particular, any hazards that led to the necessary rescue.
- (g) Measures used to isolate the space and eliminate or control the hazards.
- (h) Communications procedures used by entrants and attendants.
- (i) Determination and declaration if a body is recovered or a victim is rescued.

314.5 TACTICAL GUIDELINES

Best Practice

314.5.1 PRIMARY ASSESSMENT

Best Practice

Upon arrival, the first-in company should:

- Establish command and provide a report of conditions.
- Assess immediate hazards to rescuers, contact witnesses or otherwise look for clues as to the cause of the confined space emergency.
- Conduct a survivability profile of the victims, including the number, location and condition of the victims and how long they have been trapped.
- Establish communication with the victims, if possible.
- If applicable, locate any confined space permit that has information about the space.
- Determine whether the operation will be a rescue or a recovery.

Confined Space Rescue Response

314.5.2 SECONDARY ASSESSMENT

Best Practice

After completing the primary assessment, the first-in company should:

- Determine the type of confined space and what type of products are used or stored in the space.
- Identify any known hazards (e.g., electrical, mechanical, stored energy).
- Determine the stability of the confined space and conduct a hazardous materials size-up.

314.5.3 INCIDENT COMMANDER RESPONSIBILITIES

Best Practice

- Determine if adequate technician-level trained personnel are on-scene to safely complete the rescue.
- Determine whether the proper equipment is at the scene to safely complete the rescue (e.g., atmospheric monitoring equipment, intrinsically safe lighting and communications, self-contained breathing apparatus (SCBA), ventilation equipment, victim removal equipment).
- Establish a perimeter and ventilation, if needed.
- Assign resources, which should include a hazards officer.
- Ensure all utilities are locked-out, including electrical, gas and water.
- Evaluate the structural stability of the confined space and surrounding area.
- Remove or restrict the flow of any product in or flowing into the confined space.
- Ensure all entry and backup personnel are wearing the proper level of personal protective equipment (PPE) (e.g., helmet, gloves, proper footwear, eye protection, appropriate skin protection, a Class III harness and safety tag line, SCBA) and any additional equipment deemed necessary for the safety of personnel, given the totality of the circumstances.
- Ensure the appropriate method of extrication is determined and constructed.
- Ensure District-approved procedures are followed to perform the rescue.

314.5.4 VICTIM ASSISTANCE

Best Practice

- If possible, the entry team should bring a supply of breathable air for the victims.
- Rescuers shall not remove their SCBA and give them to the victims.
- If indicated and practicable, complete C-spine precautions should be taken.

Confined Space Rescue Response

- After treatment for immediate life-threatening injuries, the victims should be packaged appropriately for extrication (e.g., backboard, rescue basket).

314.5.5 VICTIM TRANSFER

Best Practice

Immediately after reaching the point of egress, the victims should be decontaminated if necessary and transferred to awaiting medical personnel.

314.6 TERMINATION OF THE RESCUE

Best Practice

At the conclusion of the rescue, the Incident Commander should:

- Account for all personnel.
- Ensure all tools and equipment used for the rescue/recovery are removed (unless there has been a fatality, then consideration may be given to leaving tools and equipment in place for investigative purposes).
- Ensure proper decontamination procedures are implemented if personnel or equipment have been contaminated during the operation.
- Determine if a formal critical incident stress debriefing or a routine debriefing and Post-Incident Analysis (PIA), in accordance with the Post-Incident Analysis Policy, is warranted and, if so, implement as appropriate.

Trench Rescues

316.1 PURPOSE AND SCOPE

State

Trench rescue operations involve a complex system of shoring, digging and special resources, and can be a critical danger to fire personnel. The purpose of this policy is to minimize member exposure to hazardous conditions during trench rescues through the safe and efficient management of operations (29 CFR 1926.650 et seq.; UAC R 614-1-4).

316.1.1 DEFINITIONS

State

Definitions related to this policy include:

Excavation - Any man-made cut, cavity, trench or depression in the ground.

Trench - A narrow (in relation to length) excavation made below the surface of the ground that is generally deeper than it is wide and is not wider than 15 feet (29 CFR 1926.650).

316.2 POLICY

Best Practice

It is the policy of the North Summit Fire District to adopt and maintain a written response program with standardized procedures and relevant training to minimize the exposure to hazardous conditions to rescue personnel during trench or excavation rescues.

316.3 PROCEDURES

State

Secondary collapse must always be considered as a potential hazard during trench rescues. Suffocation, extreme pressure and trauma can all occur due to the weight of a cave-in. There may be times when it is necessary to place the safety of the firefighter above the rescue of a victim who clearly has no chance of survival.

- (a) Using the Incident Command System (ICS), the first-in company shall attempt to determine the following:
 1. Who is in charge at the site and what happened?
 2. How many victims are trapped and where are they located?
 3. Is a rescue possible or is this a body recovery?
 4. What kind of material is covering the victims (e.g., dirt, sand, rock)?
- (b) An extrication and safety officer should be assigned to:
 1. Monitor the status of all personnel involved in the rescue.
 2. Monitor the site for signs of potential secondary collapse (e.g., surface cracks, shoring with signs of bending, falling debris).

Trench Rescues

- (c) A hazard zone should be established within a 50-foot perimeter around the incident site using ICS methods. Apparatus, equipment, traffic and staging distance should be set at a distance that will minimize vibrations at the site.
- (d) Minimally, the equipment required to be available for rescue personnel to enter a trench or excavation should include (29 CFR 1926.651):
 - 1. A self-contained breathing apparatus (SCBA).
 - 2. A safety harness or line, or a basket stretcher.
 - 3. A helmet.
- (e) When determining whether the trench or excavation is safe for emergency responders to enter, the following will be considered (29 CFR 1926.651; 29 CFR 1926.652):
 - 1. Adequate ventilation has been established.
 - 2. When ventilation is in place, the air quality is being periodically tested.
 - 3. If water accumulation is a factor, protection from water hazards is in place.
 - 4. Adequate protection for people working in the trench or excavation, in the form of shields, supports or sloping, and benching systems have been established.
- (f) If the rescue effort is protracted, personnel may need to be rotated and/or additional alarms requested for appropriate relief.

Hazardous Materials Response

318.1 PURPOSE AND SCOPE

Best Practice

Hazardous materials (HAZMAT) may include toxic, flammable, corrosive, explosive, radioactive, or reactive materials; materials that can cause health hazards; or a combination of these materials. The purpose of this policy is to provide a general framework for handling a HAZMAT incident.

Training related to HAZMAT response is addressed in the Hazardous Materials Training Policy.

318.2 POLICY

State

It is the policy of the North Summit Fire District to protect the safety of the public and responders to HAZMAT incidents and to comply with all applicable state and federal laws during the management and mitigation of all HAZMAT incidents (29 CFR 1910.120; Utah Code 53-2a-702).

318.3 RESPONSIBILITIES

Best Practice

All HAZMAT responses should be managed using the National Incident Management System (NIMS) and the Incident Command System (ICS) in accordance with Utah Division of Emergency Management (DEM) regulations for emergency response and applicable federal laws.

318.3.1 INITIAL ACTIONS

Best Practice

If available, information should be provided by the Dispatch Center to the units responding to a HAZMAT incident including the name and type of the material involved (e.g., hydrochloric acid, corrosive), the size and quantity of the containers involved, the nature of the problem (e.g., spill, leak), and any known dangerous properties of the materials.

The first-arriving unit approaching the incident should use caution, approach from upwind and upgrade of the incident, establish Incident Command, and begin a size-up of the situation. The purpose of the size-up by the first-in company is to determine the nature and severity of the HAZMAT incident and formulate an initial Incident Action Plan (IAP). While it may be necessary to take immediate action to make a rescue or evacuate an area, any action should be taken with an awareness of the risk to District personnel and making appropriate use of available protective equipment. It is important to avoid the premature commitment of personnel to potentially hazardous locations. In some cases, isolating the incident and denying entry until more resources arrive may be the safest approach.

In assessing the incident, all available references should be used to determine the hazards that are or potentially could be present. These references may include but are not limited to the U.S. Department of Transportation (DOT) Emergency Response Guidebook, the National Institute for Occupational Safety and Health (NIOSH) Pocket Guide to Chemical Hazards, Safety Data

Hazardous Materials Response

Sheets (SDS), HAZMAT business plans, shipping papers, National Fire Protection Association (NFPA) placards, U.S. DOT placards, and United Nations substance identification numbers. Other sources of information may be available, such as the Chemical Transportation Emergency Center (CHEMTREC®), facility personnel, District specialists, or manufacturers of the materials involved.

The hazards presented by a HAZMAT incident may change significantly as the materials interact with other materials, the surrounding environment, and the actions taken by responders. Responders should consider site topography, surroundings, other potential hazards, and prevailing weather conditions. The initial perimeter established for the incident may need to be expanded to establish the appropriate control zones for the response (e.g., exclusion zone, contamination reduction zone, support zone).

318.4 INCIDENT ACTION PLAN

Best Practice

The primary goal of the IAP will be to protect the safety of the public and responders. The initial IAP should focus on identifying a safe approach for other arriving units, determining the type of hazard and the scope of the incident, isolating the area and denying entry to the public, determining incident-specific personal protective equipment (PPE), and initiating notifications. The initial IAP may be a written document or may be notes kept and controlled by the Incident Commander (IC). The initial IAP should include the following minimum information:

- (a) Incident name, agency or unified command, and command post location.
- (b) Information for responding units on the best route of travel, staging locations, and minimum isolation distances to maintain the safety of responding members.
- (c) The information available on the products involved or an indication that the products are not yet known.
- (d) The incident control objectives and goals.
- (e) An incident site safety plan and designation of an Incident Safety Officer.
- (f) A communications plan including radio frequencies and contact telephone numbers.

When a HAZMAT incident response will be prolonged and will extend beyond an initial operational period, a written IAP should be developed. The written IAP should utilize standard NIMS/ICS forms that may include but are not limited to:

- ICS-201 Incident Briefing.
- ICS-202 Incident Objectives.
- ICS-203 Organization Assignment List.
- ICS-204 Assignment List.
- ICS-205 Incident Radio Communications Plan.
- ICS-206 Medical Plan.
- ICS-207 Incident Organization Chart.

Hazardous Materials Response

- ICS-208 Safety Message/Plan.

318.5 RESOURCE CONSIDERATIONS

Best Practice

Most HAZMAT incidents will require the IC to request additional resources in order to implement the IAP and safely mitigate the hazard.

The response to a HAZMAT incident may require numerous specialized resources to achieve incident stabilization and return to normal operations. The IC should consider involving:

- (a) Specialized HAZMAT teams at the technician and/or specialist levels for assistance with mitigating the release of material. Teams may be operated by local or regional fire agencies, military, or private industry.
- (b) Specialized operators or contractors to address post-response mitigation, removal, cleanup, and required disposal of material.
- (c) Local law enforcement for assistance with scene security and evacuation, if necessary.
- (d) Activation of local, regional, or Utah HAZMAT emergency response teams for assistance.
- (e) United States Coast Guard assistance for spills affecting waterways.
- (f) Public works and road departments for diking, diversion, or other activities.

Resources shall be coordinated using NIMS/ICS as the response is reinforced. It is important that duties assigned to personnel are suitable for their level of training. It is also important to consider the limitations of available PPE and the limitations of chemical detection or monitoring equipment on hand when preparing to commit personnel to a potentially hazardous area.

318.6 NOTIFICATIONS

Best Practice

Managing the response to a HAZMAT incident may involve required notifications to various local, regional, state, or federal agencies. ICs should consider notifying the following agencies when applicable or required:

- (a) The public, media, and other affected entities, such as schools and businesses
- (b) Adjoining jurisdictions that may be impacted by incident activities
- (c) Local and regional elected officials and emergency management personnel
- (d) Utah DEM
- (e) Utah State Fire Marshal's Office Hazardous Materials Section
- (f) Utah Department of Health (UDOH)
- (g) Utah Department of Environmental Quality (DEQ)
- (h) Utah Department of Transportation (UDOT)
- (i) Utah Highway Patrol (UHP)

North Summit Fire District

Policy Manual

Hazardous Materials Response

- (j) United States Coast Guard National Response Center

Fire Inspections

400.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidance for the enforcement of fire codes through periodic inspection within North Summit Fire District's jurisdiction.

400.2 POLICY

State

The North Summit Fire District is committed to improving public safety through the enforcement of building standards relating to fire and public safety as adopted by Utah and known as the State Fire Code, and any other regulations or ordinances that have been formally adopted by the Utah State Fire Marshal or the District for the prevention of fire or the protection of life and property against fire (Utah Code 15A-5-103).

400.3 RESPONSIBILITIES

State

The Fire Chief or the authorized designee shall develop a periodic inspection program based on the risks to life and property for occupancies within the North Summit Fire District's jurisdictional boundaries. The inspection program will comply with the Utah State Fire Code and any local amendments or ordinances specific to the District. The District fire inspection program will be administered by the Fire Prevention Division under the responsibility of the North Summit Fire District Fire Marshal (Utah Code 53-7-104).

400.4 INSPECTION PROGRAM GUIDELINES

Best Practice MODIFIED

The Fire Chief [and](#)/or Fire Marshal should develop an inspection program based on community risk reduction through education and enforcement. Inspections should be identified by risk, hazard, occupancy, frequency, and required state law and local code or ordinance.

The District shall conduct fire inspections in compliance with the Utah State Fire Code and any other applicable District law or local ordinance.

400.5 HAZARDOUS OCCUPANCIES

State

Facilities that handle, store, or use hazardous materials should be inspected for compliance with the Fire Code or local codes or ordinances. See the Hazardous Materials Disclosures Policy regarding hazardous materials submittal and inspections.

400.6 RIGHT OF ENTRY

State

Fire Inspections

If a building or premise to be inspected is occupied, the inspector shall present credentials to the occupant and request entry. If the building or premise is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premise and request entry (Utah Code 53-7-209).

If no permission to enter is granted, the inspector should work with legal counsel to secure entry in a manner provided by law, such as obtaining an administrative search warrant.

400.7 INSPECTION FEES

Federal

MODIFIED

The District may charge any fire inspection fees adopted by the District. The fee assessed shall not exceed the estimated reasonable cost of providing the service for which the fee is charged. [A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. \[IFC 107.1\]](#)

400.7.1 RE-INSPECTION FEES

Best Practice

If a violation is discovered during an inspection, the follow-up inspection to ensure the corrections have been made should be conducted at no cost to the owner or occupant. Should the owner or occupant fail to comply with inspection requirements on the follow-up visit and an additional visit is required, a fee as adopted by the District may be assessed.

Permits

401.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidance for issuing permits that are required by the Utah State Fire Code and local ordinances (Utah Code 15A-5-103).

401.2 POLICY

State

In order to provide for the safety of the community, it is the policy of the North Summit Fire District that permit requirements are appropriately observed and enforced (Utah Code 53-7-104).

401.3 PERMIT PROCESS

State MODIFIED

A list of permits requiring approval should be available to the public on the District website, located at [North Summit Fire Website](#). The District shall provide adequate guidance to assist the public in obtaining approval for a particular permit.

A plan review shall be conducted prior to permit issuance.

A permit does not constitute authority to violate, cancel or set aside any of the provisions of the Utah State Fire Code or other applicable local regulations.

401.3.1 PERMIT APPLICATIONS

State

Applications for permits should be submitted to the North Summit Fire District Fire Marshal or the authorized designee and should include adequate documentation of the intent to comply, including, but not limited to:

- A site plan showing the location of storage, use, handling or processes associated with the permit.
- The floor plan approved by the North Summit Fire District depicting the storage of hazardous materials and the use of equipment or processes, including proof of compliance with all applicable codes and standards.
- A current hazardous materials emergency plan, if applicable.
- A chemical classification inventory, if applicable.

401.3.2 PERMIT FEES

Best Practice

Permit fees should be collected at the time of application. The fees are established by the District governing body and are applicable to each permit application.

Permits

401.3.3 PERMIT ISSUANCE

Best Practice

A permit may be issued for a specific or an indefinite period of time, depending on the circumstances. A permit may be extended upon showing good cause if the permittee applies for an extension in writing before the expiration of the permit. A permit is not transferable. Any change in ownership, operation, occupancy or use shall require a new permit.

Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 180 days after its issuance. If the work is suspended or abandoned for a period of 180 days after the time the work is commenced, the permit shall become invalid.

When applicable, all permits shall bear the signature of the Fire Chief or the authorized designee and contain a general description of the operation or occupancy and its location.

401.4 SITE REQUIREMENTS

State

Permits should be posted in a visible location at the permitted premises or in a location approved by the Fire Chief or the authorized designee. Permits are subject to inspection at any time by any firefighter acting in an official capacity pursuant to the Utah State Fire Code.

401.5 SUSPENDED OR REVOKED PERMITS

Best Practice

Permits may be suspended or revoked any time it is determined that:

- The permit is being used by someone other than the person who was issued the permit.
- The permit is being used at a location other than the permitted location.
- Any condition of the permit has been violated.
- The work being performed is out of compliance with applicable code requirements.
- The permit was obtained by the use of false statements on the application.
- The issuance of the permit was an error or in violation of a regulation, code or law.

401.6 REQUIRED OPERATIONAL PERMITS

State

Permits are generally required for all items, locations and activities as described in the Utah State Fire Code.

Patient Care Reports

500.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish the requirements for documentation of patient responses, and the related document distribution, storage, and disclosure (UAC R911-7-1 et seq.).

500.1.1 DEFINITIONS

State

Definitions related to this policy include:

Patient - A person who meets any one of the following criteria:

- Has a chief complaint
- Has obvious symptoms or signs of injury or illness
- Has been involved in an event that the average first responder would believe could cause an injury
- Appears to be disoriented or to have impaired psychiatric function
- Has evidence of suicidal intent
- Is deceased

Patient Care Report (PCR) - A record of the response by each responding Emergency Medical Services (EMS) provider unit to each patient during an EMS incident (UAC R911-1-200).

Patient refusing medical care against medical advice (AMA) - A competent patient who is determined by an Emergency Medical Technician (EMT) or base hospital to have a medical problem that requires the immediate treatment and/or transportation capabilities of the EMS system, but who declines medical care despite being advised of their condition and the risks and possible complications of refusing medical care.

500.2 POLICY

Best Practice

It is the policy of the North Summit Fire District to follow the patient documentation and distribution guidelines developed by the local or regional authority or the Utah Bureau of Emergency Medical Services.

500.3 PROCEDURE

State

A PCR should be completed for every patient response. This includes a patient who is released at the scene, meets the criteria for pronouncing death in the field, is an inter-facility transport, or is involved in a multi-casualty incident.

Patient Care Reports

A PCR and a patient release form should be completed for all patients who refuse evaluation, treatment, and/or transport.

Contact with persons who do not meet the criteria required for the definition of a patient should be recorded in the District's incident reporting system to document that assistance was offered and declined. The District's reporting requirements concerning personal identification information, including a person's name, age, date of birth, and sex, should be followed.

The PCR should be completed as soon as possible after providing patient care. A report of the patient's status, including information critical to the ongoing care of the patient, shall be provided to the receiving hospital upon transfer (UAC R911-7-2).

An EMS evaluation, performed minimally by a qualified District member, may or may not be required for non-medical requests for assistance, such as "service calls" or "back-to-bed" requests. A PCR shall be completed for any person meeting the patient criteria.

For continuous quality improvement, the local or regional EMS authority, District EMS supervisors, and the designated hospital receiving center shall review their copies of the PCR and discuss any areas of concern.

500.4 DISTRIBUTION OF PCR COPIES

State **MODIFIED**

- (a) If a patient is transported to a licensed acute care facility or a specialty hospital with an emergency department, copies should be distributed as follows:
 - 1. Copy retained by the District
 - 2. Copy left at the facility or hospital
 - 3. Copy sent to the local EMS authority
- (b) If a patient is not transported or refuses care and leaves AMA, copies should be distributed as follows:
 - 1. Copy retained by the District
 - 2. Other copies sent per local EMS authority policy
- (c) If a patient is declared dead and is not transported, copies should be distributed as follows:
 - 1. Copy retained by the District
 - 2. Copy left with the body for the coroner's office
 - 3. Copy sent to the local EMS authority
 - 4. Other copies sent per local EMS authority policy
- (d) NEMSIS EMS incident data elements shall be submitted for each PCR within seven days of the EMS incident (UAC R911-7-2).

Patient Care Reports

500.5 PCR STORAGE

Best Practice

PCRs shall be maintained and secured in a manner consistent with the Patient Medical Record Security and Privacy Policy.

Medical Supplies

501.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish a Periodic Automatic Replenishment (PAR) level system for medical supply inventories for the safety and welfare of patients and employees. Adequate PAR levels for ordering medical supplies assist with budgeting and waste management. Adherence to this policy is intended to prevent the depletion of protective supplies for employees and supplies for the treatment of patients, while reducing inventory overstock and the inability to obtain critical supplies.

For controlled medications see the Controlled Substance Accountability Policy.

501.2 POLICY

Best Practice

It is the policy of the North Summit Fire District to use a PAR level system for medical supply inventories.

501.3 PROCEDURES

Best Practice

The PAR level should be based on normal inventory usage for a two-week period at career stations and a four-week period at reserve stations. The PAR level should include all medical supplies maintained in fire stations and carried on apparatus.

A delivery schedule for supplies should be created and distributed to all stations one month in advance.

501.3.1 MEDICATIONS

Best Practice

The following guidelines should be observed with regard to medication storage, security, distribution and disposal:

- (a) Only District members who have received medication distribution training may handle and distribute medications.
- (b) Medications shall be kept secure from unauthorized handling or use. No medications shall be sent via the District mail system.
- (c) All medications should be inventoried daily by the designated paramedic for each facility or station.
- (d) All medications should be kept in their original packaging.
- (e) All medications shall be protected from high temperatures by utilizing shaded areas for prolonged parking of vehicles.

Medical Supplies

- (f) Medication packaging shall be protected to ensure the integrity of the medication and that the lot numbers and expiration dates are legible.
- (g) Medications with expiration dates indicating only a month and year shall be removed from the inventory on the last day of the month shown with the exception of any extensions authorized or permitted by UT Bureau of Emergency Medical Services (BEMS) policy.
- (h) Out-of-date medications should be exchanged for current medications.
- (i) The Emergency Medical Services (EMS) supervisor should provide direction to members regarding the disposition of medications that are subject to product alerts or recalls.

501.4 SUPPLY OVERSTOCK

Best Practice

Overstock should be returned to the supplier. Items should be properly packaged and labeled. A written list of items being returned should be attached to the box or container with the returned items. Do not return individual items that are normally supplied as units in a case, bottle or box.

501.5 BACK-ORDERED SUPPLIES

Best Practice

If the supplier is unable to fill an order, the supplier may indicate that the supply is back-ordered. Do not continue to order items that are on back-order. Any questions concerning back-ordered supplies should be directed to the supplier. If the needed items cannot be obtained in the normal manner, contact the EMS supervisor.

Patient Refusal of Pre-Hospital Care

502.1 PURPOSE AND SCOPE

Best Practice

This policy establishes guidelines to be followed any time a patient refuses pre-hospital emergency medical evaluation, care, and/or transport.

502.1.1 DEFINITIONS

State

Definitions related to this policy include:

Competent - The patient has the capacity to understand the circumstances surrounding their illness or impairment and the risks associated with refusing treatment or transport. The patient is alert and their judgment is not significantly impaired by illness and/or injury. Mental illness, drugs, alcohol intoxication, or physical/mental impairment may significantly affect a patient's competence. Patients who have attempted suicide or verbalized suicidal intent, or if other factors lead pre-hospital care personnel to suspect intent, should not be regarded as competent.

Emancipated minor - An individual under the age of 18 years who is married, on active duty in the military, or 16 years of age or older and emancipated by declaration of a court (Utah Code 80-7-102).

Mental health hold - A patient who due to mental illness may pose a substantial danger to themselves or others and who may be subject to involuntary commitment pursuant to Utah Code 26B-5-331.

Patient - A person who meets any one of the following criteria:

- Has a chief complaint
- Has obvious symptoms or signs of injury or illness
- Has been involved in an event that the average first responder would reasonably believe could cause an injury
- Appears to be disoriented or to have impaired psychiatric function
- Has evidence of suicidal intent
- Is deceased

Patient refusing medical care against medical advice (AMA) - A competent patient who is determined by an Emergency Medical Technician (EMT) or base hospital to have a medical problem that requires the immediate treatment and/or transportation capabilities of the Emergency Medical Services (EMS) system, but who declines medical care despite being advised of their condition and the risks and possible complications of refusing medical care.

502.2 POLICY

Best Practice

Patient Refusal of Pre-Hospital Care

It is the policy of the North Summit Fire District that a Patient Care Report (PCR) and a patient release form be completed any time a patient refuses emergency medical evaluation, care, and/or transportation.

502.3 PROCEDURE

Best Practice

In the pre-hospital setting of the sick and injured patient, these guidelines may be interpreted and applied broadly. The EMT should err on the side of providing patient care, even if the patient is later found to have been competent to refuse care. Patients who likely have a serious medical problem should be evaluated more carefully for their decision-making capacity.

- (a) A competent adult or an emancipated minor has the right to determine the course of their own medical care and shall be allowed to make decisions affecting their medical care, including the refusal of care.
- (b) Spouses or relatives, unless they are a legal representative, cannot necessarily consent to the refusal of care for their spouse or relative. They may provide insight into what an incompetent relative would desire and may be used as surrogates for decision-making after an incompetent patient enters the hospital. Patients less than 18 years old must have a parent or legal representative present to refuse evaluation, medical care and/or transport unless they are an emancipated minor. The parent or legal representative must be competent to make this decision. If the parent or legal representative's decision seems to grossly endanger the minor or the parent or legal representative does not appear to be competent, the EMT should make contact with online medical control for further guidance.
- (c) The EMT must evaluate and document the patient's ability to comprehend and whether their ability to do so is impaired by the medical condition. The EMT should assess the patient with particular attention to:
 - 1. The patient's complaint or the reason for the call.
 - 2. Any important circumstances surrounding the call for assistance.
 - 3. Significant patient medical history.
 - 4. Complete physical assessment, including vital signs and mental status.
 - 5. Signs of drug and/or alcohol use/intoxication and physical or mental conditions affecting judgment, such as injury, developmental disability, or mental illness. Examples of conditions affecting the patient's decision-making capacity include but are not limited to a significantly altered level of consciousness or blood pressure, hypoxia, or severe pain.
- (d) The EMT should establish to the best of their ability what treatment the patient requires and the potential risks/consequences if the patient refuses care, and should communicate to the patient the benefits and risks of the proposed medical care or transport.
- (e) If the patient refuses treatment or transport and the EMT believes the patient is competent, the EMT should make reasonable efforts to ensure that the patient

Patient Refusal of Pre-Hospital Care

understands the risks and consequences of refusing medical attention and to understand why the patient is refusing care. The EMT should present to the patient alternatives to obtaining care, transport or modification of services offered, and attempt to overcome the patient's objections, if reasonable. Any evaluation, including base hospital contact, should be thoroughly documented for conditions the EMT believes are potentially serious.

- (f) Online medical control should be contacted regarding any patient exhibiting symptoms meeting the base hospital criteria for treatment and transport. If the patient refuses treatment and/or transport and there is some question on the part of field personnel as to the capacity of the patient, online medical consultation should be obtained prior to leaving the scene.
- (g) A patient who meets the criteria for release at the scene may be released by an EMT. However, the patient should be advised, if applicable, to seek alternate medical care. If the patient requires additional medical advice, online medical control should be contacted.
- (h) When a patient exhibits signs of being a danger to themselves or others, is gravely disabled, or cannot care for themselves and cannot be treated and/or transported, the EMT should notify the proper law enforcement authorities who may take the patient into custody or obtain a temporary commitment and transport the patient to a designated facility. The EMT should remain with the patient until the proper authorities have made a determination regarding the hold. Patients on a mental health hold cannot be released at the scene.
- (i) If the base hospital and/or the EMT determine that the patient is not competent to refuse evaluation or transport, the following alternatives exist:
 - 1. The patient should be transported to an appropriate facility under implied consent. In this case a mental health hold is not necessary.
 - 2. If the base hospital determines it is necessary to transport the patient against their will and the patient resists or the EMT believes the patient will resist, the EMT shall call for law enforcement assistance in transporting the patient. Law enforcement may consider the placement of a mental health hold on the patient.
 - 3. At no time are members to put themselves in danger by attempting to transport or treat a patient who refuses treatment. At all times, good judgment should be used and appropriate assistance obtained.

502.4 DOCUMENTATION

Best Practice

The EMT should document the following for all patients who refuse medical care AMA:

- (a) All relevant patient medical history and assessment
- (b) A description of the patient that clearly indicates their decision-making capacity
- (c) Reasons given why the patient refused care, treatment, or transport
- (d) A statement that the patient was advised of the risks/consequences of refusing medical attention and that they acknowledged understanding those risks

Patient Refusal of Pre-Hospital Care

- (e) Any alternatives that were presented to the patient
- (f) A description of online medical control contact, including information given and received

After advising the patient and any associated witnesses concerning the consequences of refusing medical care, the EMT should obtain the signature of the patient and one witness on the patient release form. Preferably the witness should be a member of the patient's family, if available at the scene.

If the patient is a minor, the parent or legal guardian should sign the patient release form.

If the patient refuses to sign the patient release form, that fact should be documented on the form. The release should include the District-specific incident number, the signature of the field personnel, and that of any witnesses.

A PCR for a patient refusing care shall be reviewed by the EMS supervisor to ensure compliance with this policy. The patient release form and copy of the PCR should also be sent to the off-line medical control physician for review.

Advance Health Care Directives

503.1 PURPOSE AND SCOPE

State MODIFIED

This policy identifies the circumstances and types of documents or items required for District Emergency Medical Services (EMS) members to withhold or withdraw resuscitative or life-sustaining measures based on an [Physician](#) Order for Life-Sustaining Treatment (Utah Code 75A-3-106; UAC R432-31-1 et seq.).

Nothing in this policy should be interpreted to limit EMS members from relieving an airway obstruction.

503.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include:

[Physician](#) Order for Life Sustaining Treatment (**POLST**) - An order related to life sustaining treatment, on a form designated by the Utah Department of Health and Human Services, that gives direction to health care providers, health care facilities, and EMS providers regarding the specific health care decisions of the individual to whom the order relates (Utah Code 75A-3-101).

An **POLST** may specify the level of life sustaining care to be provided to the patient or direct that life sustaining care be withheld or withdrawn from the individual (Utah Code 75A-3-106).

An **POLST** can be evidenced by a Department of Health and Human Services-approved bracelet or necklace (UAC R432-31-9).

503.2 POLICY

Best Practice

It is the policy of the North Summit Fire District that EMS members honor Orders for Life Sustaining Treatment.

503.3 PROCEDURES

Best Practice MODIFIED

The following guidelines should be used by members who are presented with a legitimate **POLST**:

- (a) All EMS members shall honor an **POLST** when it can be reasonably established that the patient is the subject of the order, including the presence of an approved bracelet or necklace.
- (b) All patients with an **POLST** should receive the level of medical intervention indicated on the order (e.g., full treatment, limited additional interventions, comfort measures).
- (c) An **POLST** shall be disregarded if the patient requests resuscitative measures.

Advance Health Care Directives

- (d) When EMS members honor an POLST, they should note on the Patient Care Report (PCR) that an POLST was presented and honored and shall document the circumstances surrounding the order on a PCR.
- (e) Online medical control contact should be consulted and resuscitation initiated:
 - 1. If there are any questions concerning the validity of an POLST.
 - 2. If an POLST is incomplete or not signed.
 - 3. When a document other than those noted in this policy is presented.
 - 4. Any time EMS members have concerns or require assistance.
- (f) Patients who are in cardiopulmonary arrest and who have an POLST directing life sustaining care to be withheld or withdrawn should not be transported. EMS members shall contact local law enforcement and/or the coroner's office to report the death and should support family members on-scene, as appropriate.
- (g) Patients with an POLST directing life sustaining care to be withheld or withdrawn and who decline transport to the hospital, including patients for whom transport is declined on their behalf, should not be transported. EMS members should make reasonable efforts to preserve the patient's privacy, dignity, and comfort before leaving the scene.
- (h) If a patient with an POLST is transported to a hospital, the following shall apply:
 - 1. The POLST shall be honored during transport of the patient.
 - 2. The POLST shall accompany the patient.
 - 3. If necessary, the health care agent (if applicable) should accompany the patient to the hospital.

Latex Sensitivity

504.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish procedures to ensure that all District members are aware of the potential for severe allergic reactions caused by contact with products containing latex and how to mitigate patient exposure.

504.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Latex sensitivity - Allergic reactions after exposure to products containing latex/natural rubber (e.g., balloons, rubber gloves, other consumable medical products or medical devices).

504.2 POLICY

Best Practice

It is the policy of the North Summit Fire District that members shall take precautions to minimize latex exposure any time members are advised that a patient is known to have a latex sensitivity. When the use of a latex product is unavoidable, reasonable precautions shall be taken to prevent a latex sensitivity reaction in a patient.

504.3 PROCEDURE

Best Practice

If treating members are aware that a patient has a history of latex sensitivity, efforts to minimize exposure should be initiated. If a patient begins exhibiting signs of latex sensitivity or anaphylaxis, members should immediately initiate medical treatment and make reasonable efforts to minimize additional exposure to latex products.

If time permits before loading the patient into the ambulance, the interior surfaces should be wiped down with a wet towel to reduce the presence of powder that contains latex proteins. All members wearing latex gloves should cover them with a pair of non-latex gloves. Latex gloves should not be removed as this can put dust or powder in the ambient environment for up to five hours. Members should provide a barrier between equipment and the patient by covering all latex-containing medical devices with stockinet or plastic wrap.

All nonessential equipment should be stored in closed compartments. Care should be taken to remove or replace latex-containing caps from medication vials and to keep intravenous (IV) ports covered to prevent injections. Latex dressings and IV tourniquets should not be used.

Treating members should notify the designated hospital receiving center that a latex-sensitive patient is en route to the facility, and should document the patient's sensitivity and patient management (e.g., Nitrile gloves, plastic wrap on blood pressure cuff) on the Patient Care Report

Latex Sensitivity

as appropriate. This information should also be communicated to the hospital staff immediately upon arrival.

Field units should strive to carry the following latex-free equipment:

- Nitrile exam gloves
- Airway equipment (e.g., bag valve masks, oxygen masks, nasal cannulas, oral airways, suction catheters)
- Plastic or soft cloth tape
- Stockinet or plastic wrap to use as a barrier on medical equipment (e.g., blood pressure cuff, splints, stethoscopes)

Care should be taken to avoid storing uncovered latex gloves with other medical and/or airway equipment.

Controlled Substance Accountability

505.1 PURPOSE AND SCOPE

Federal

The purpose of this policy is to establish the procedures for the supply, use and accountability of controlled substances administered by the North Summit Fire District.

505.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Controlled substance - A drug, substance or immediate precursor listed in any schedule of the federal Controlled Substances Act, including any substance added or rescheduled by the Utah Controlled Substances Advisory Committee.

Unit - Any ambulance, transport unit or first response engine or truck company.

505.2 POLICY

Federal

It is the policy of the North Summit Fire District to ensure the availability of the proper medications for emergencies and to comply with all applicable local, state and federal regulations governing the supply, use and accountability of all controlled substances (21 CFR 1300.01 et seq.; Title 21 USC Controlled Substances Act; Utah Code 58-37-1 et seq.).

505.3 STORAGE AND INVENTORY

Federal **MODIFIED**

To prevent the unauthorized access of controlled substances during an incident, the controlled substances must either be in direct possession of a paramedic/AEMT or locked in a secured area.

The Emergency Medical Services (EMS) supervisor will determine the locking mechanism to be utilized on vehicles that contain controlled substances. Controlled substances should be secured in the locked mechanism any time the unit is parked and unattended.

All personnel authorized to handle controlled substances shall follow this procedure unless prior written permission to deviate is obtained from the EMS supervisor or the authorized designee:

- (a) All controlled substances are to be secured by District members in the designated locking mechanism provided by the District.
- (b) At each shift change, an incoming and outgoing paramedic/AEMT shall, in each other's presence, inspect the quantities, the integrity of the containers and the expiration dates of the controlled substance inventories. Each paramedic/AEMT shall attest to the quantity available by printing and signing his/her full name on a controlled substance daily report entering into district electronic tracking system software. At no time shall an individual enter a name or signature on behalf of another person.

Controlled Substance Accountability

- (c) If the inventory of any controlled substance results in a discrepancy, the paramedics/AEMT must immediately attempt to reconcile the amount missing. If the discrepancy cannot be reconciled, immediate notification shall be made to the Captain, the Battalion Chief or Officer in Charge and the EMS supervisor. The EMS supervisor shall be responsible for the completion and submission of the online DEA Form 106, Report of Theft or Loss of Controlled Substances (21 CFR 1301.76).
- (d) If the unit is dispatched to an incident before the daily inventory occurs, the inventory and reconciliation shall be done as soon as practicable upon returning to the station. If the outgoing paramedics/AEMT have already left the station, one on-duty paramedic/AEMT and the Captain from the on-duty shift may conduct the inventory and reconciliation process.
- (e) In the event that a paramedic/AEMT works two consecutive shifts on the same unit, the inventory shall be performed by the paramedic/AEMT and witnessed and verified by another paramedic/AEMT assigned to the station, a Captain ~~or an on-duty shift member~~.
- (f) A controlled substance daily report and a controlled substance disposition and restock record shall be maintained ~~on via district electronic tracking s ystem oftware board all units~~. These documents shall be available for random inspection and review by the EMS supervisor and local, state or federal regulatory representatives to ensure compliance.
- (g) ~~When a controlled substance daily report is completed on the last day of the month, the s from each shift shall review the report for completeness and sign the bottom of the record. After review, the shall forward a copy of the report, along with a copy of the corresponding controlled substance disposition and restock record, to the EMS supervisor as soon as practicable.~~
- (h) A copy of the controlled substance daily report and controlled substance disposition and restock record should be maintained in the station ~~electronic tracking s ystem oftware files~~.

505.3.1 STANDARD CONTROLLED SUBSTANCE INVENTORY

Best Practice **MODIFIED**

- (a) The standard complement of controlled substances shall be established by the off-line medical control physician.
- (b) Any modification to the standard complement of controlled substances shall be justified and approved by the EMS supervisor, the off-line medical control physician and the Utah Bureau of Emergency Medical Services (BEMS).
- (c) The supply of controlled substances will be obtained from any of the District's automated storage and retrieval units, the District's controlled substances vault or other authorized source.
- (d) Only paramedics/AEMT and EMS supervisors are authorized to remove controlled substances from the automated storage and retrieval unit and the controlled substances vault. A witness (paramedic, AEMT or other authorized member) is required in order to access the automated inventory control unit or controlled

Controlled Substance Accountability

substances vault. When removing controlled substances from any automated storage and retrieval unit, personnel shall record the following information in the designated fields: Information stored in ~~IQ Technologies as well as~~ the department current Electronic Reporting ~~System~~ software.

1. The patient's first and last name, sex and date of birth (when known)
 2. Unit identification number and Patient Care Report (PCR) number
 3. The incident number
 4. Any additional pertinent information may be entered into comments field
- (e) When a controlled substance is received, the paramedic/AEMT receiving the drug must immediately secure the drug into the locked mechanism on the unit and notify the EMS supervisor.

505.4 CONTROLLED SUBSTANCE ADMINISTRATION AND DOCUMENTATION

Best Practice

MODIFIED

- (a) Only paramedics/AEMTs shall administer controlled substances. Each time a controlled substance is administered to a patient, the drug, dose and administration route shall be documented on the PCR in compliance with the Utah State EMS Protocol Guidelines. In addition, the following information shall be recorded on the controlled substance disposition and restock record:
1. Date of administration
 2. Incident number associated with the event
 3. PCR number
 4. Patient's full first and last name (when known)
 5. Drug and dose administered
 6. Printed first and last name and signature of paramedic who administered the controlled substance
 7. Date and source of the medication resupply
- (b) If the entire amount of a controlled substance is not administered by the transporting paramedic/AEMT, a licensed staff member for the hospital that received the patient shall witness the proper disposal of the remaining amount. The hospital staff member's signature must be obtained on the controlled substance disposition and restock record. If waste of a controlled substance occurs at the incident, another paramedic/AEMT or Captain must witness the waste and sign the record in the PCR.
- (c) When a controlled substance is restocked, the following information shall be entered on the controlled substance disposition and restock record on the line immediately below the corresponding patient information:
1. The date and time
 2. The restock source

Controlled Substance Accountability

3. The printed full name and signature of the paramedic/AEMT who restocked the controlled substance into the locked mechanism

505.4.1 ADDITIONAL DOCUMENTATION FOR TRANSFERS**Best Practice** **MODIFIED**

If a controlled substance is administered and the care of the patient is transferred to a transporting paramedic/AEMT who resupplies the administering unit, the information listed above must appear on the controlled substance disposition and restock record of the administering and transporting unit that provided the drug for restock, in addition to the unit identification of both the units.

If a paramedic/AEMT transfers the care of a patient to a transporting paramedic/AEMT prior to the administration of the entire dosage of a controlled substance, any remaining controlled substance shall not be provided to the transporting paramedic/AEMT. If additional medication is needed after the patient care transfer, the controlled substance shall be used from the inventory of the transporting paramedic/AEMT.

505.5 CONTROLLED SUBSTANCE SUPPLY AND RESUPPLY**Federal**

- (a) The EMS supervisor shall submit a completed DEA Form 222 to the designated District supplier to order controlled substances in order to maintain established levels.
- (b) Upon receipt of the controlled substance from the supplier, the EMS supervisor or the designated paramedic shall inventory the controlled substance received to ensure that the type and quantities ordered match the type and quantities received and are reflected on the corresponding DEA Form 222 (21 CFR 1305.12; 21 CFR 1305.13).
- (c) The EMS supervisor or the designated paramedic will immediately place the controlled substance in the controlled substance vault or automated storage and retrieval unit and ensure that inventory is reconciled with any electronic data files.
- (d) The EMS supervisor or the designated paramedic will inventory the controlled substance vault and any automated storage and retrieval units weekly to ensure the existing inventory is reconciled with any electronic data files. The record of these inventories is to be printed and maintained as provided in the records retention schedule and for a minimum of two years (21 CFR 1304.04).
- (e) Any inventory or reconciliation discrepancies shall immediately be brought to the attention of the Battalion Chief or Officer in Charge and a DEA Form 106, Report of Theft or Loss of Controlled Substances, shall be completed and submitted, if required (21 CFR 1301.76).

505.5.1 UNIT RESUPPLY**Best Practice** **MODIFIED**

If a controlled substance is initially administered from the one unit, the transporting unit or another on-scene District unit may resupply the administering unit on-scene.

Controlled Substance Accountability

The transporting unit or other District unit on-scene shall then be responsible for obtaining the resupply from the District's automated storage and retrieval unit or other authorized supply source.

An administering paramedic/AEMT may opt to obtain the resupply of a controlled substance from the District's automated storage and retrieval unit or other authorized source any time it is operationally appropriate instead of resupplying from the transporting or other on-scene District unit.

Resupply from a non-District unit is not authorized. If the care of a patient is transferred to a non-District unit, the administering paramedic/AEMT will obtain the resupply from the District's automated storage and retrieval unit or other authorized source.

505.6 ACCOUNTING FOR EXPIRED OR DAMAGED CONTROLLED SUBSTANCES

Best Practice MODIFIED

Controlled substances due to expire or that are damaged may be replaced as follows:

- Note the expiration date or damage, the date of replacement and the source of restock on the District's controlled substance disposition and restock record and then need to be destroyed per policy guidelines.
- ~~Place the expired drug or damaged container in the supplied envelope and label with the type of drug, dosage, unit identifier and name of the paramedic who returned the drug and the date.~~
- ~~Put the envelope in the locked return drug box to be returned to the designated supplier.~~

This process may also be used to replace controlled substances due to expire.

505.7 ACCOUNTABILITY

Federal

The EMS supervisor should:

- (a) Review the controlled substance daily reports and the controlled substance disposition and restock records monthly for completeness, compliance with established procedure, consistency with the data entered, comparison to the signatures on file and any other issues that may require follow-up or investigation.
- (b) Create, complete, maintain and annually update the District's signature log.
- (c) Randomly inspect controlled substance daily reports and the controlled substance disposition and restock records on units for completeness, compliance with established procedure, consistency with the data entered, comparison to the signatures on file and any other issues that may require follow-up or investigation.
- (d) Ensure copies of controlled substance daily reports and the controlled substance disposition and restock records are maintained as provided in the records retention schedule and for a minimum period of two years (21 CFR 1304.04).

North Summit Fire District

Policy Manual

Controlled Substance Accountability

- (e) Notify the responsible Battalion Chief or Officer in Charge of any item that deviates from this policy.



PARK CITY FIRE DISTRICT

736 W Bitner Road, Park City, UT 84098
(435) 940-2500

April 28, 2025

Summit County Council
Attn: Chairperson Tonja Hanson
60 N Main Street
Coalville UT 84017

Subject: Request for support to seek restrictions on fireworks and open burning

Dear Chairperson Tonja Hanson and Members of the Summit County Council,

As Fire Chief for the Park City Fire District, I write to request the County Council's support of my effort to seek the implementation of firework and open burn restrictions from the Utah State Forester. I intend to petition the State Forester to restrict all fireworks and open burning activities within the boundaries of the Park City Fire District effective May 15th, 2025, through October 15th, 2025.

This recommendation will be based on the following critical factors:

1. **Uncertain Federal Support for Wildfire Suppression:** Current federal funding and assistance levels for wildfire suppression remain unclear. Without guaranteed external resources, our local response capacity may be significantly strained in the event of a major incident.
2. **High Risk to Our Local Economy and Tourism:** A large-scale wildfire would have an immediate and devastating impact on Summit County's economy. Tourism is the lifeblood of our community, and any prolonged disruption—such as evacuations, trail closures, or poor air quality—would severely affect our businesses, workers, and reputation as a premier destination.
3. **Forecast for Hot and Dry Conditions:** Long-range weather outlooks from the National Weather Service predict above-average temperatures and below-average precipitation through the summer months. These conditions dramatically increase the risk of fast-moving and uncontrollable wildfires.
4. **Historic Conditions and Delayed Response Capabilities:** Historical patterns show that fire conditions can escalate rapidly in our region. Unfortunately, the mechanisms to enact restrictions often lag behind these changing conditions. We experienced this in the summer of 2024. A proactive restriction now provides the flexibility and preparedness necessary to respond effectively before risks reach a critical level.

736 W Bitner Road * Park City, Utah 84098 * Phone: (435) 940-2500 * Fax: (435) 658-5247



Given these factors, I ask for the Council's support for me to ask the State Forester to implement temporary restrictions on fireworks and all forms of open burning. I ask for your support as only the State Forester has authority to close an area of an unincorporated county to the discharge of fireworks (See Utah Code § 15A-5-202.5(1)(b)(1.2)). Our primary obligation must be the safety of our residents, visitors, and the preservation of the natural and economic resources that make Summit County unique.

These restrictions would not include recreational burning as defined by the International Fire Code that meets the published requirements of PCFD and Summit County.

Thank you for your attention to this important matter. I am available to discuss this recommendation further or to provide any additional information the Council may require.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Emery", with a long, sweeping horizontal line extending to the right.

Pete Emery
Fire Chief
Park City Fire District

A handwritten signature in black ink, appearing to read "Alex Butwinski", with a long, sweeping horizontal line extending to the right.

Alex Butwinski
Chair, Administrative Control Board
Park City Fire District

Letter approved by PCFD Administrative Control Board 5-0 on May 6, 2025



May 21, 2025

Jamie Barnes
Director, Utah Division of Forestry, Fire and State Lands
1594 West North Temple
Suite 3520
SLC Utah 84116

Re: Support for restrictions on fireworks and open burning in the unincorporated areas served by the Park City Fire District

Director Barnes,

As Chair of the Summit County Council, I write to express the Council's support of firework and open burn restrictions from the Utah State Forester. We support restricting all fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the Park City Fire District ("PCFD"). We request that these restrictions be implemented as quickly as practicable and remain in place through October 31st, 2025. I also highlight that the Administrative Control Board for PCFD unanimously supports this request.

This recommendation is based on the following critical factors:

1. **Uncertain Federal Support for Wildfire Suppression:** Current federal funding and assistance levels for wildfire suppression remain unclear. Without guaranteed external resources, the Park City Fire District's response capacity may be significantly strained in the event of a major incident.
2. **High Risk to Our Local Economy and Tourism:** A large-scale wildfire would have an immediate and devastating impact on Summit County's economy. Tourism is the lifeblood of our community, and any prolonged disruption—such as evacuations, trail closures, or poor air quality—would severely affect our businesses, workers, and reputation as a premier destination.
3. **Forecast for Hot and Dry Conditions:** Long-range weather outlooks from the National Weather Service predict above-average temperatures and below-average precipitation through the summer months. These conditions dramatically increase the risk of fast-moving and uncontrollable wildfires.
4. **Historic Conditions and Delayed Response Capabilities:** Historical patterns show that fire conditions can escalate rapidly in our region. Unfortunately, the mechanisms to enact restrictions

often lag behind these changing conditions. We experienced this in the summer of 2024. A proactive restriction now provides the flexibility and preparedness necessary to respond effectively before risks reach a critical level.

Given these factors, we respectfully request that the State Forester implement temporary restrictions on fireworks and all forms of open burning. Our primary obligation must be the safety of our residents, visitors, and the preservation of the natural and economic resources that make Summit County unique.

These restrictions would not include permitted fireworks shows and recreational burning as defined by the International Fire Code that meets the published requirements of PCFD and Summit County.

Thank you for your attention to this important matter.

Sincerely,

Tonja B. Hanson
Chair
Summit County Council

Coalville, Utah

May 21, 2025

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, May 21, 2025, at the hour of 12:00 p.m., with the following members of the Council being present:

Tonja Hanson	Chair/Councilmember
Canice Harte	Vice Chair/Councilmember
Roger Armstrong	Councilmember
Megan McKenna	Councilmember
Chris Robinson	Councilmember

Also present:

Shayne Scott	County Manager
Evelyn Furse	County Clerk

Absent:

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 May 21, 2025, 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 REFUNDING BONDS, SERIES 2025 (THE “SERIES 2025 BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2025 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2025 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2025 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2025 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2025 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; RATIFYING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE, A BOND PURCHASE CONTRACT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; 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) refund all or a portion of the Issuer’s outstanding Sales Tax Revenue Bonds, Series 2024 (the “Refunded Bonds”), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2025 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 the Series 2025 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 Utah Refunding Bond Act, Title 11, Chapter 27, 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 to be entered into in connection with the Series 2025 Bonds (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”), with such Indenture in substantially the form attached hereto as Exhibit C; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must give notice of its intent to issue such bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Contract (the “Bond Purchase Contract”) to be entered into between the Issuer, and the underwriter/purchaser selected by the Issuer for the Series 2025 Bonds (the “Underwriter/Purchaser”), in substantially the form attached hereto as Exhibit D; and

WHEREAS, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”), and to approve a final Official Statement (the “Official Statement”) in substantially the form attached hereto as Exhibit E, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer, in consultation with the Issuer’s Municipal Advisor, Crews & Associates, Inc., flexibility in setting the pricing date of the Series 2025 Bonds, 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 select the Underwriter/Purchaser, to determine whether the Refunded Bonds should be refunded, to approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2025 Bonds shall be sold and 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 Council of Summit County, Utah, as follows:

Section 1. For the purpose of (a) refunding the Refunded Bonds, (b) funding a deposit to a debt service reserve fund, if desirable and (c) paying costs of issuance of the Series 2025 Bonds, the Issuer hereby authorizes the issuance of a series of bonds which shall be designated “Summit County, Utah Sales Tax Revenue Refunding Bonds, Series 2025” (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 2025 Bonds shall mature in not more than twenty (20) years from their date or dates, shall be sold at a price not less than ninety-eight (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five and one-half percent (5.50%) per annum, as shall be approved by the Designated Officer in consultation with the Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Contract, in substantially the forms presented to this meeting and attached hereto as Exhibits C and D, 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 Bond Purchase Contract 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 Officer within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. The Designated Officer is hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2025 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officer or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2025 Bonds, the Bond Purchase Contract or any other document herein authorized and approved which may be

necessary to conform the same to the final terms of the Series 2025 Bonds (within the Parameters), 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. The execution thereof by the Chair or Designated Officer on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The Issuer hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit E in the marketing of the Series 2025 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement

Section 5. The form, terms, and provisions of the Series 2025 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 2025 Bonds and to deliver said Series 2025 Bonds to the trustee for authentication. The signatures of the Chair and the County Clerk may be by facsimile or manual execution. The Series 2025 Bonds shall recite that the Series 2025 Bonds are issued under the authority of the Constitution of the State of Utah, the Act, and other applicable law.

Section 6. The Designated Officer 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 2025 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2025 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2025 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2025 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 Officer 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 (including, but not limited to, an Escrow Agreement) 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 2025 Bonds are delivered by the trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. In accordance with the provisions of the Act, the Issuer shall cause a “Notice of Bonds to be Issued” in substantially the form attached hereto as Exhibit B to be published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (“Utah Code”) (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code; (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 and (b) as required by Section 45-1-101, Utah Code. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the principal office of the Issuer for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the initial date of publication thereof. :

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2025 Bonds for any reason.

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. Upon the issuance of the Series 2025 Bonds, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

APPROVED AND ADOPTED this May 21, 2025.

(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 undersigned County Clerk of Summit County, Utah (the “Issuer”), do hereby certify according to the records of the County Council of the Issuer (the “County Council”) 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 May 21, 2025, 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 the principal offices of the Issuer on May 21, 2025, and that pursuant to the Resolution a “Notice of Bonds to be Issued” was published as (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (“Utah Code”) (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code; (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 and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Issuer, this May 21, 2025.

(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 “Issuer”), do hereby certify, according to the records of the Issuer 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 (“Utah Code”), I gave not less than twenty-four (24) hours public notice (the “Notice”) of the agenda, date, time and place of the May 21, 2025, public meeting held by the County Council of the Issuer (the “County Council”), by causing the Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the Issuer’s principal offices 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;

(ii) 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

(iii) to be posted on the Issuer’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 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, (b) on the Issuer’s official website, and (c) 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 official signature this May 21, 2025.

(SEAL)

By: _____
County Clerk

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

EXHIBIT B

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on May 21, 2025, the County Council (the “Council”) of Summit County, Utah (the “Issuer”), adopted a resolution (the “Resolution”) authorizing the issuance of the Issuer’s Sales Tax Revenue Refunding Bonds, Series 2025 (the “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.

PURPOSES FOR ISSUING THE BONDS

The Bonds will be issued for the purposes of (a) refunding all or a part of the Issuer’s outstanding sales tax revenue bonds in order to achieve a debt service savings, (b) funding a deposit to a debt service reserve fund, if desirable, and (c) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Thirty Million Dollars (\$30,000,000), to mature in not more than twenty (20) years from their date or dates, to be sold at a price of not less than ninety-eight (98%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum. The 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 will be before the Council in substantially final form at the time of the adoption of the Resolution.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge toward the payment of the Bonds 100% of all the revenues produced by the local sales and use taxes levied by the Issuer under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended.

A copy of the Resolution and the Indenture will be on file in 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 any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds), or the Bonds, or any provision made for the security and payment of the 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.

DATED this May 21, 2025.

/s/ Evelyn Furse
County Clerk

EXHIBIT C
FORM OF INDENTURE

EXHIBIT D

FORM OF BOND PURCHASE CONTRACT

EXHIBIT E

FORM OF PRELIMINARY OFFICIAL STATEMENT

BOND PURCHASE AGREEMENT

\$[PAR]
Summit County, Utah
Sales Tax Revenue Refunding Bonds,
Series 2025

[_____, 2025]

Summit County
60 North Main
Coalville, Utah 84017

The undersigned, [UNDERWRITER], as the underwriter of the hereinafter defined Series 2025 Bonds (the “Underwriter”), acting on behalf of the Underwriter and not as fiduciary or agent for you, offer to enter into this Bond Purchase Agreement (the “Purchase Agreement”) 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 \$[PAR] aggregate principal amount of Sales Tax Revenue Refunding Bonds, Series 2025 (the “Series 2025 Bonds”), at a purchase price of \$[_____] (representing the principal amount of the Series 2025 Bonds, plus a 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 2025 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 2025 Bonds shall be as described in the Official Statement dated [_____, 2025], of the Issuer relating to the Series 2025 Bonds (together with all appendices thereto, the “Official Statement”), shall be issued and secured under and pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, 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, as previously amended and supplemented (the “General Indenture”), and as further supplemented by a Fourth Supplemental Indenture of Trust dated as of [_____ 1, 2025] (the “Fourth Supplemental Indenture” and together with the General Indenture, the “Indenture”) each by and between the Issuer and Zions

Bancorporation, National Association, (the “Trustee”); and all as authorized pursuant to a resolution adopted by the County Council of the Issuer on May 21, 2025 (the “Resolution”). The Series 2025 Bonds are payable from and secured solely by Local Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, and all funds (other than the Rebate Fund) established by the Indenture. The Series 2025 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2025 Bonds are being issued for the purpose of (i) refunding the Issuer’s outstanding Sales Tax Revenue Bonds, Series 2024 and (ii) paying costs of issuance of the Series 2025 Bonds.

(d) The Indenture, the Series 2025 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Agreement are sometimes referred to collectively herein as the “Transaction Documents.”

(e) The Underwriter agrees to make an initial public offering of the Series 2025 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 2025 Bonds and offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 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 2025 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 2025 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 2025 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2025 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 2025 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 Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2025 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2025 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 2025 Bonds of that maturity or (ii) the 10% test has

been satisfied as to the Series 2025 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 2025 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 2025 Bonds.

(c) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Purchase Agreement 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 Agreement, the maturities, if any, of the Series 2025 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 2025 Bonds, the Underwriter will neither offer nor sell unsold Series 2025 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 2025 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 2025 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 2025 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 2025 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025 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 2025 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 2025 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 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 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 2025 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 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 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 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2025 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2025 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 2025 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 2025 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 2025 Bonds to the public),

(iii) a purchaser of any of the Series 2025 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 Agreement by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Agreement, 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 [_____, 202__], and relating to the Series 2025 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 2025 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 9:00 a.m., Utah time, on [_____, 2025], 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 2025 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 2025 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 2025 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 Agreement, the Series 2025 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 the Outstanding Parity Obligations.

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 2025 Bonds, the Transaction Documents, and this Purchase Agreement, 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 Agreement 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 2025 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 2025 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions “THE SERIES 2025 BONDS—Book-Entry-Only System,” “UNDERWRITER,” and “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 2025 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 2025 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 2025 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2025 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 2025 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 Agreement 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 Agreement 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 2025 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Agreement 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 Agreement 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 Agreement 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 2025 Bonds and the Outstanding Parity Obligations and the Series 2025 Bonds enjoy a first lien and pledge on the Revenues with the Outstanding Parity Obligations.

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, 2024, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the Issuer at December 31, 2024, 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 Agreement 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, 2024, 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, 2024, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. Except as noted in the Official Statement, within the last five years the Issuer has been in compliance with all continuing disclosure undertakings that it has entered into pursuant to Rule 15c2-12.

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 2025 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

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

(a) At the time of Closing for the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds, including any action relating to the tax status of the Series 2025 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 2025 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 2025 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 2025 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2025 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 2025 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 fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement, and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2025 Bonds; or

(vii) there shall have occurred any materially adverse change in the affairs or financial condition of the Issuer; or

(viii) the purchase of and payment for the Series 2025 Bonds by the Underwriter, or the resale of the Series 2025 Bonds by the Underwriter, on the terms and conditions herein provided, shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(ix) 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 2025 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 _____, County Attorney, 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 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 2025 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 2025 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2025 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2025 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, (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 2025 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 have been duly adopted and have not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Agreement 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 2025 Bonds, including the use of proceeds of sale of the Series 2025 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (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 2025 Bonds have received a rating of "_____" from [S&P Global Ratings ("S&P")];

(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 Agreement 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 2025 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 2025 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

Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter at [UNDERWRITER], [UNDERWRITER ADDRESS CITY STATE ZIP] Attention: ____ Agreement may be given by delivering the same in writing to Summit County, Utah, 60 North Main, Coalville, Utah 84107, Attention: [County Manager], with a copy thereof to Issuer's counsel, _____, County Attorney, at the same address.

This Purchase Agreement 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 2025 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Agreement shall be governed by the laws of the State of Utah.

This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Agreement 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 Agreement, (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 2025 Bonds. The Issuer has retained Crews & Associates, Inc. as its Independent Registered Municipal Advisor in this transaction.

This Purchase Agreement 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 Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

Very truly yours,

[UNDERWRITER]

By: _____

Title: _____

Time of acceptance:

_____ [a.m./p.m.] M.S.T.

This _____, 2025.

SUMMIT COUNTY, UTAH

By: _____
Chair

ATTEST:

By: _____
County Clerk

EXHIBIT A

\$[PAR]
Summit County, Utah
Sales Tax Revenue Refunding Bonds, Series 2025

<u>Maturity Date</u> (_____)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Pricing</u> <u>Rule</u>

*

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

\$ _____

Summit County, Utah

Sales Tax Revenue Refunding Bonds, Series 2025

The undersigned, on behalf of [UNDERWRITER] (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the 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 Agreement (the "Purchase Agreement") by and between the Original Purchaser and the Issuer, dated [_____, 2025] (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 Agreement.)

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.

"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.

[UNDERWRITER]

By: _____

Its: _____

EXHIBIT A – *same as in Bond Purchase Agreement*

ATTACHMENT 1 -- Initial Offering Price Documentation
Attach Pricing Wire or Other Offering Price Documentation

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____] 1, 2025

by and between

SUMMIT COUNTY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

Supplementing the
General Indenture of Trust
Dated as of June 1, 2017

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FOURTH SUPPLEMENTAL INDENTURE OF TRUST

This Fourth Supplemental Indenture of Trust, dated as of [_____] 1, 2025], by and between Summit County, Utah, a political subdivision and body 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 duly organized and existing under the laws of the United States of America, 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 (formerly known as ZB, National Association); and

WHEREAS, the Issuer desires to refund all of its outstanding Sales Tax Revenue Bonds, Series 2024 (the “Refunded Bonds”); and

WHEREAS, to (a) refund the Refunded Bonds and (b) pay costs of issuance associated with the Series 2025 Bonds herein authorized, the Issuer has determined to issue its Sales Tax Revenue Refunding Bonds, Series 2025 in the aggregate principal amount of \$[PAR] (the “Series 2025 Bonds”); and

WHEREAS, the Series 2025 Bonds will be issued pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended; and

WHEREAS, based upon the information currently available to the Issuer, the Series 2025 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 2025 Bonds will be issued; and

WHEREAS, [UNDERWRITER] (the “Underwriter”) has agreed to purchase the Series 2025 Bonds upon the terms and conditions set forth in a Bond Purchase Agreement dated [_____, 2025], and attached hereto as Exhibit A; and

WHEREAS, the Series 2025 Bonds will be authorized, issued, and secured under the General Indenture, as previously amended and supplemented, and as further amended and supplemented by this Fourth Supplemental Indenture of Trust (the “Fourth Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this Fourth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Fourth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 Bonds, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Series 2025 Bonds, to secure the Security Instrument Issuers of Security Instruments for the Series 2025 Bonds, and of all Reserve Instrument Providers of Reserve Instruments for the Series 2025 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 the 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 Fourth Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, as amended and supplemented pursuant to its terms, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented pursuant to its terms, 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 over any other Bond, 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 Fourth 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:

“Authorized Representatives” means the Chair or Chair pro tem, the County Manager, or the Finance Officer or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

“Bond Purchase Agreement” means the agreement by and between the Issuer and the Underwriter dated [_____, 2025].

“Dated Date” means, with respect to the Series 2025 Bonds, the date of their initial delivery.

[“Default Rate” means _____ percent (____%) per annum.]

“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 2025 Bonds, each June 15 and December 15, commencing [December 15, 2025.]

“Issuer” means Summit County, Utah.

“Refunded Bonds” means the Issuer’s Sales Tax Revenue Bonds, Series 2024.

“Register” means the record of ownership of the Series 2025 Bonds maintained by the Registrar.

“Series 2025 Bonds” means the Issuer’s \$[PAR] Sales Tax Revenue Refunding Bonds, Series 2025, herein authorized.

“Series 2025 Cost of Issuance Account” means the account established pursuant to Section 3.2 herein.

“Series 2025 Debt Service Reserve Requirement” means, with respect to the Series 2025 Bonds, an amount equal to \$[0]

“Underwriter” means [UNDERWRITER].

ARTICLE II

ISSUANCE OF THE SERIES 2025 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2025 Bonds are hereby authorized for issuance under the Indenture for the purpose of (i) refunding the Refunded Bonds and (ii) paying costs of issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be limited to \$[PAR] in aggregate principal amount, shall be issued in fully registered form in denominations of \$1,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit B 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 2025 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title “Sales Tax Revenue Refunding Bonds, Series 2025.”

Section 2.2 Date, Maturities and Interest. The Series 2025 Bonds shall be dated as of the Dated Date and shall mature on the dates 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 Series 2025 Bonds shall bear interest from such date, or unless such Series 2025 Bonds are authenticated prior to the first Interest Payment Date, in which event such Series 2025 Bonds shall bear interest from and including their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2025 Bonds shall be in default, in which event such Series 2025 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 Series 2025 Bonds, in which event such Series 2025 Bonds shall bear interest from and including their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date
(December 15)

Principal Amount

Interest Rate

[Principal and interest payments which are not made within 15 days of when they are due will bear interest at the Default Rate from and after such due date until paid in full.] Interest on the Series 2025 Bonds shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Principal and premium, if any, shall be due and payable at maturity or prior redemption upon surrender of the Series 2025 Bond at the designated corporate trust office of Trustee and

Paying Agent or its successors, [or alternatively the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached hereto as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed. Interest on the Series 2025 Bonds shall be payable by wire, or check via certified mail, to the Registered Owner at its address 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 on the Series 2025 Bonds shall be deemed to be paid by the Paying Agent when wired or mailed via certified mail to the Registered Owner. Both principal and interest shall be payable in lawful money of the United States of America.

Section 2.3 Optional Redemption. [The Series 2024 Bonds are subject to redemption prior to maturity on any date, in whole or in part, at the option of the Issuer, in chronological order of maturity, upon not less than thirty (30) nor more than sixty (60) days' prior written notice to the Owner(s) of the Series 2024 Bonds to be redeemed at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest, including any default interest, thereon to the date of redemption.]

Section 2.4 Execution of Bonds. The Chair is hereby authorized to execute by facsimile or manual signature the Series 2025 Bonds and the County Clerk to countersign by facsimile or manual signature the Series 2025 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2025 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate and register the Series 2025 Bonds.

Section 2.5 Delivery of Bonds. The Series 2025 Bonds, when executed, registered, and authenticated as provided herein and by law shall be delivered to the Underwriter in compliance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 2.6 Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah is hereby designated as Registrar for the Series 2025 Bonds, acceptance of which appointment shall be evidenced by a written acceptance form from the Registrar.

Section 2.7 Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah is hereby designated as Paying Agent for the Series 2025 Bonds, acceptance of which appointment shall be evidenced by a written acceptance form from the Paying Agent.

Section 2.8 [Presentation and Surrender of the Series 2025 Bonds]. As an alternative to the presentation and surrender by the Registered Owner of each of the Series 2025 Bonds for payment, exchange or transfer, the Registered Owner shall provide the Trustee with a written certificate (at no cost or expense to the Purchaser and in substantially the form attached hereto as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed.

Section 2.9 [Partially Redeemed Fully Registered Bonds]. As an alternative to the surrender by the Registered Owner of each of the Series 2025 Bonds and issuance of a new Series 2025 Bond in the event that any Series 2025 Bond shall be redeemed in part only (pursuant to Section 2.9 of the General Indenture), the Registered Owner shall make a notation of such partial redemption on each of the Series 2025 Bonds that are redeemed in part only

Section 2.10 Limited Obligation. The Series 2025 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 2025 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.11 General Covenant. The average annual installments of principal and interest on the Series 2025 Bonds do not at any one time exceed eighty percent (80%) of the total amount of Revenues received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the issuance of the Series 2025 Bonds was adopted.

Section 2.12 Series 2025 Bonds as Additional Bonds. The Series 2025 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 2025 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 2025 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 2025 Bonds, there being no amounts due on any Reserve Instrument Repayment Obligations upon the issuance of the Series 2025 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 2025 Bonds will be used to refund the Refunded Bonds and pay costs of issuance of the Series 2025 Bonds.

Section 2.13 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 2025 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.

Section 2.14 Book Entry System.

(a) Except as provided in paragraph (b) of this Section 2.14 the Registered Owner of all Series 2025 Bonds shall be, and the Series 2025 Bonds shall be registered in the name of, Cede & Co. (“Cede”), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (b)(ii) of this Section 3.6, “DTC”). Payment of the interest on any Series 2025 Bond shall be made in accordance with the provisions of this Fourth Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2025 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2025 Bonds. Upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the registration books of the Issuer kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2025 Bonds so registered in the name of Cede, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2025 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar 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 2025 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2025 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 2025 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2025 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2025 Bond, (2) giving notices of redemption and other matters with respect to such Series 2025 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2025 Bonds are registered in the name of Cede & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2025 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 (b) of this Section 3.6, no person other than DTC shall receive a Series 2025 Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Fourth Supplemental Indenture. Upon delivery by DTC to the Bond Registrar 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 Fourth Supplemental Indenture, the word “Cede” in this Fourth Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (b)(iii) of this Section 2.14, and notwithstanding any other provisions of this Fourth Supplemental Indenture, the Series 2025 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 2025 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 2025 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 2025 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 2025 Bonds or the Issuer; and the Issuer shall, by notice to the Trustee, terminate the services of DTC with respect to the Series 2025 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 2025 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2025 Bonds; or (2) a continuation of the requirement that all of the Outstanding Series 2025 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 2025 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2025 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 2025 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 Series 2025 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 2025 Bonds.

(iv) Notwithstanding any other provision of this Fourth Supplemental Indenture to the contrary, so long as any Series 2025 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 2025 Bond and all notices with respect to such Series 2025 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2025 Bonds registered in the name of Cede pursuant to this Fourth Supplemental Indenture by the Issuer or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2025 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2025 Bonds (representing the principal amount of the Series 2025 Bonds), and the Trustee shall deposit said proceeds as follows:

(a) \$_____ into the Series 2024 Redemption Account to refund the Refunded Bonds; and

(b) The remaining amount shall be deposited into the Series 2025 Cost of Issuance Account to be held by the Trustee under this Fourth Supplemental Indenture and to be used to pay costs of issuance of the Series 2025 Bonds.

Section 3.2 Creation of 2024 Redemption Account. A 2024 Redemption Account is hereby established in the Bond Fund. Moneys therein shall be held for the redemption of the Refunded Bonds on their redemption date.

Section 3.3 Creation and Operation of Series 2025 Cost of Issuance Account. A Series 2025 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2025 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2025 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2025 Cost of Issuance Account 60 days after delivery of the Series 2025 Bonds shall be paid to the Issuer.

Section 3.3 No Series 2025 Debt Service Reserve Requirement. There is no Debt Service Reserve Requirement with respect to the Series 2025 Bonds.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Fourth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Fourth 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 Fourth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2025 Bonds. The sale of the Series 2025 Bonds to the Underwriter at the price of \$[PAR] is hereby ratified, confirmed and approved.

Section 5.2 Severability. If any provision of this Fourth 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 Fourth Supplemental Indenture contained, shall not affect the remaining portions of this Fourth Supplemental Indenture, or any part thereof.

Section 5.3 Amendments. So long as the Purchaser/Underwriter is the Owner of 100% of the Series 2025 Bonds, no change, revision, addition or deletion may be made to this Fourth Supplemental Indenture without the prior written approval of the Purchaser/Underwriter; such consent to not be unreasonably withheld.

Section 5.4 Counterparts. This Fourth 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 5.5 Applicable Law. THIS FOURTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE OF UTAH.

Section 5.6 Effective Date. This Fourth Supplemental Indenture shall become effective immediately upon execution.

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

SUMMIT COUNTY, UTAH

By: _____
Chair

(SEAL)

Countersigned:

County Clerk

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION as Trustee

By: _____

Title: _____

EXHIBIT A

(FORM OF SERIES 2025 BOND)

Registered

Registered

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 OTHER WISE 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 REFUNDING BONDS
SERIES 2025

Number R - _____

\$_____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Registered Owner: CEDE & CO

Principal Amount: _____ DOLLARS

Summit County, Utah (“Issuer”), a political subdivision and body 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 or before 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 December 15, 2024 (each an “Interest Payment Date”), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, Salt Lake City, Utah (“Trustee” and “Paying Agent”) or its successors, or alternatively, the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached to the Fourth Supplemental Indenture (as defined herein) as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed. Interest on this Series

2025 Bond shall be payable by wire or check or draft mailed via certified mail to the Registered Owner hereof at its address 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 wired or sent by certified mail. 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 of the Issuer designated as the “Sales Tax Revenue Refunding Bonds, Series 2025 (the “Series 2025 Bonds”) in the aggregate principal amount of \$[PAR] of like tenor and effect, except as to date of maturity and interest rate, 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 (the “General Indenture”), and as further supplemented by a Fourth Supplemental Indenture of Trust dated as of [____ 1, 2025] (the “Fourth Supplemental Indenture” and collectively with the General Indenture, the “Indenture”), approved by a resolution of the Issuer adopted on May 21, 2025 (the “Bond Resolution”), for the purpose of (a) refunding the Refunded Bonds and (b) paying costs of issuance of the Series 2025 Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Series 2025 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 2025 Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2025 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 2025 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 2025 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.]

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 2025 Bonds, the terms upon which the Series 2025 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 2025 Bond assents by the acceptance of this Series 2025 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 Series 2025 Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Dated Date specified above. Interest on the Series 2025 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 2025 Bonds shall be in default, interest on the Series 2025 Bonds shall accrue at the Default Rate from the date to which interest has been paid in full, or unless no interest shall have been paid on the Series 2025 Bonds, in the event such Series 2025 Bonds shall bear interest from and including their Dated Date.

The Series 2025 Bonds are subject to redemption as provided in the Indenture.

The Series 2025 Bonds are issued as fully registered Bonds. Subject to the provisions of the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Series 2025 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate offices of Zions Bancorporation, National Association (the “Registrar”), in Salt Lake City, Utah, 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 2025 Bond, or alternatively, the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached to the Fourth Supplemental Indenture as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed. 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 2025 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 the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

This Series 2025 Bond is issued under and pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and this 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 2025 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Series 2025 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, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE

HOLDERS OF THE SERIES 2025 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN 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 2025 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 2025 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 2025 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 2025 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 2025 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 Series 2025 Bonds of which this Series 2025 Bond is one and all Bonds issued on a parity with this Series 2025 Bond.

This Series 2025 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 2025 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2025 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 Refunding Bonds, Series 2025, 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:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

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: _____

Signature: _____

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 3.2 of the Fourth Supplemental Indenture of Trust dated as of [_____
1, 2025], you are hereby authorized to pay the following costs of issuance from the Series 2025
Cost of Issuance 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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EXHIBIT C

CERTIFICATE OF LOST, STOLEN, MUTILATED OR DESTROYED BOND

The undersigned, on behalf of _____ (the “Bondholder”), in connection with the Summit County, Utah Sales Tax Revenue Refunding Bonds, Series 2025 (the “Series 2025 Bonds”) hereby certifies and covenants on behalf of the Bondholder as follows:

1. One or more of the Series 2025 Bonds has been lost, stolen, mutilated or destroyed.
2. The Bondholder hereby represents and warrants, as follows: (a) the Series 2025 Bonds have not been endorsed for transfer at any time prior to the date hereof; (b) the Bondholder has not sold or otherwise conveyed the Series 2025 Bonds; and (c) no one other than the Bondholder has or could have any interest in the Series 2025 Bonds.
3. In the unlikely event that anyone were to present the original Series 2025 Bonds as having been obtained for value from the Bondholder and provides sufficient evidence of such to the Trustee and the same is verified by Bondholder, the Bondholder agrees to defend and hold harmless Summit County, Utah and Zions Bancorporation, National Association, for any losses that either party incurs regarding the replacement of the Series 2025 Bonds.

IN WITNESS WHEREOF, we have hereunto set our hands as of _____,
_____.

By: _____

Title: _____

PRELIMINARY OFFICIAL STATEMENT DATED JUNE [____], 2025

NEW ISSUE
Book-Entry Only

Rating: [S&P] “___”
See “RATING” herein.

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the County, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2025 Bonds is exempt from State of Utah individual income taxes. See “TAX MATTERS” in this Official Statement.

\$(PAR)*

SUMMIT COUNTY, UTAH
SALES TAX REVENUE REFUNDING BONDS, SERIES 2025

Dated: Date of Delivery

Due: December 15, as shown below

The Sales Tax Revenue Refunding Bonds, Series 2025 are issued by Summit County, Utah as fully registered bonds, and when initially issued, will be registered in the name of Cede & Co., as nominee of DTC, New York, New York, which will act as securities depository for the Series 2025 Bonds. Purchases of Series 2025 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Interest on the Series 2025 Bonds is payable on June 15 and December 15 of each year, commencing June 15, 2025, by Zions Bancorporation, National Association, as Paying Agent, all as more fully described herein. Payment of the principal of and interest on such Series 2025 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See “THE SERIES 2025 BONDS—Book-Entry-Only System” herein.

The Series 2025 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See “THE SERIES 2025 BONDS—Redemption Provisions” herein.

The proceeds of the Series 2025 Bonds will be used by the County for the purposes of (i) refunding [all or a portion of its] outstanding sales tax revenue bonds and (ii) paying issuance costs incurred in connection with the issuance and sale of the Series 2025 Bonds.

The Series 2025 Bonds are special limited obligations of the County, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture. The Revenues consist primarily of the revenues received from the imposition of the Pledged Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2025 Bonds, and the County is limited by Utah law in its ability to increase the rate of the Pledged Taxes. See “RISK FACTORS” herein. The Series 2025 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the County and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. See “SECURITY FOR THE BONDS” herein.

The Series 2025 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the County, and to certain other conditions. Certain matters relating to disclosure will be passed on for the County by Gilmore & Bell, P.C., as disclosure counsel to the County. Certain legal matters will be passed on for the County by [Ryan P.C. Stack, Deputy County Attorney]. Certain matters will be passed on for the Underwriter by its counsel [_____]. Crews & Associates, Inc. is acting as municipal advisor to the County in connection with the issuance of the Series 2025 Bonds. It is expected that the Series 2025 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about [_____], 2025.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

This Official Statement is dated _____, 2025, and the information contained herein speaks only as of that date.

[UNDERWRITER]

* Preliminary; subject to change.

SUMMIT COUNTY, UTAH
\$[PAR]*
SALES TAX REVENUE REFUNDING BONDS SERIES 2025

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS

<u>Due</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> [†]
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				

[\$ _____ % Term Bond Due December 15, 20____; Price _____% CUSIP[†] _____]

* Preliminary; subject to change.

† The above-referenced CUSIP number(s) have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2025 Bonds. Neither the County nor the Trustee is responsible for the selection or uses of such CUSIP numbers, and no representation is made as to its correctness on the particular Series 2025 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2025 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information contained in this Official Statement has been furnished by the County, DTC, and other sources that are believed to be reliable. No dealer, broker, salesperson or any other person has been authorized by the County or the Underwriters to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the County or the Underwriter.

This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the County or in any other information contained herein, since the date of this Official Statement.

The Series 2025 Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exemptions contained in such act. Any registration or qualification of the Series 2025 Bonds in accordance with applicable provisions of the securities laws of the states in which the Series 2025 Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof.

This Official Statement should be considered in its entirety. No one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, ordinances, reports or other documents are referred to in this Official Statement, reference should be made to those documents for more complete information regarding their subject matter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT REFLECT NOT HISTORICAL FACTS BUT FORECASTS AND “FORWARD-LOOKING STATEMENTS.” NO ASSURANCE CAN BE GIVEN THAT THE FUTURE RESULTS DISCUSSED HEREIN WILL BE ACHIEVED, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE FORECASTS DESCRIBED HEREIN. IN THIS RESPECT, THE WORDS “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “EXPECT,” “INTEND,” “BELIEVE,” AND SIMILAR PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.

The County maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2025 Bonds.

SUMMIT COUNTY, UTAH
\$[PAR]*
SALES TAX REVENUE REFUNDING BONDS SERIES 2025

60 North Main Street
Coalville, Utah 84017
(435) 336-3200

BOARD OF COUNTY COMMISSIONERS

Tonja Hanson.....	Chair, Councilmember
Canice Harte	Vice Chair, Councilmember
Roger Armstrong	Councilmember
Megan McKenna	Councilmember
Christopher Robinson	Councilmember

COUNTY ADMINISTRATION

Shayne Scott	County Manager
Margaret Olson	County Attorney
Ryan Stack	Deputy County Attorney
Evelyn Furse	County Clerk
Cindy Keyes	Auditor
Corrie Forsling.....	Treasurer
Gregory Wolbach	Recorder/Surveyor
Stephanie Poll	Assessor
Frank Smith	Sheriff

TRUSTEE, PAYING AGENT & REGISTRAR

Zions Bancorporation, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84133

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101

UNDERWRITER

[To be determined]

MUNICIPAL ADVISOR

Crews & Associates, Inc.
222 South Main Street, 5th Floor
Salt Lake City, Utah 84101

* Preliminary; subject to change.

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OFFICIAL STATEMENT RELATED TO

SUMMIT COUNTY, UTAH

\$(PAR)*

SALES TAX REVENUE REFUNDING BONDS SERIES 2025

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by Summit County, Utah (the “County”) of its \$(PAR)* Sales Tax Revenue Refunding Bonds, Series 2025 (the “Series 2025 Bonds”), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2025 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the hereinafter defined Indenture. See “APPENDIX B—THE GENERAL INDENTURE.”

The County’s fiscal year begins on January 1 and ends on December 31. As used herein, the term “Fiscal Year” refers to the year beginning on January 1 and ending on December 31 of the year indicated.

See also the following appendices attached hereto: “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF SUMMIT COUNTY, UTAH FOR FISCAL YEAR 2023”; “APPENDIX B—THE GENERAL INDENTURE”; “APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING SUMMIT COUNTY”; “APPENDIX D—FORM OF OPINION OF BOND COUNSEL”; “APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING”; and “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM.”

The County

The County is situated in the north central portion of the State of Utah (the “State”) and is located approximately 10 miles east of Salt Lake City, Utah. Established in 1853, the County is bordered on the west by Salt Lake County, Utah and encompasses approximately 1,871 square miles of land. The County had approximately 43,109 residents in 2024 according to the U.S. Census estimates (and ranked as the 10th most populous county in the State out of 29 counties). See “SUMMIT COUNTY, UTAH” and “APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING SUMMIT COUNTY” herein.

Authorization and Purpose of the Series 2025 Bonds

The Series 2025 Bonds are being issued pursuant to (i) the Utah Bond Refunding Act, Title 11, Chapter 27 (the “Act”), Utah Code Annotated 1953, as amended (the “Utah Code”), and other applicable provisions of law; (ii) a resolution adopted by the County Council of the County (the “County Council”) on May 21, 2025 (the “Resolution”); and (iii) a General Indenture of Trust, dated as of June 1, 2017, as previously supplemented and amended (the “General Indenture”) between the County and Zions Bancorporation, National Association, as trustee (the “Trustee”), and as further supplemented by a Fourth Supplemental Indenture of Trust, dated as of [July] 1, 2025, between the County and the Trustee (the “Fourth Supplemental Indenture”) providing for the issuance of the Series 2025 Bonds. The General Indenture, together with all amendments or supplements thereto, including without limitation the Fourth Supplemental Indenture, is sometimes referred to collectively herein, as the “Indenture.”

The proceeds of the Series 2025 Bonds will be used by the County for the purposes of (i) refunding all of the County’s outstanding Sales Tax Revenue Bonds, Series 2024 (the “Refunded Bonds”) and (ii) paying costs of issuance

* Preliminary; subject to change.

with respect to the Series 2025 Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS,” and “THE SERIES 2025 PROJECT” herein.

Security and Sources of Payment

The Series 2025 Bonds are special, limited obligations of the County, payable solely from and secured solely by, a pledge of the Revenues, monies, securities and certain funds and accounts pledged therefor in the Indenture. The Revenues consist of all the revenues produced by the sales and use taxes levied by the County under (i) the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the “Local Sales and Use Tax Act”) and (ii) the County Option Sales and Use Tax Act, Title 59, Chapter 12, Part 11, Utah Code (the “County Option Sales and Use Tax Act”) (collectively, the “Pledged Taxes”).

No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2025 Bonds, and the County is limited by State law in its ability to increase the rate of the Pledged Taxes. The Series 2025 Bonds do not constitute a general obligation indebtedness, a pledge of the ad valorem taxing power or the full faith and credit of the County, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The County will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds. See “RISK FACTORS” herein.

Pledged Taxes

The County levies sales and use taxes under (a) the Local Sales and Use Tax Act on the purchase price of taxable good and services in unincorporated areas of the County at the maximum statutory rate of 1.00% and (b) the County Option Sales and Use Tax Act on the purchase price of taxable goods and services in the County at the maximum statutory rate of 0.25%. The County currently estimates that revenues from the Pledged Taxes for Fiscal Year 2024 will be \$_____ (the “2024 Pledged Taxes”). Assuming no decrease (or growth) in the 2024 Pledged Taxes, the Pledged Taxes are expected to provide approximately [_____] * times the maximum annual debt service requirement on Series 2025 Bonds and the Outstanding Parity Bonds. See “SECURITY FOR THE BONDS—Sales and Use Taxes Generally”, “—Pledged Taxes,” and “—Historical Revenues from Pledged Taxes,” herein.

No Debt Service Reserve Requirement

There is no Debt Service Reserve Requirement for the Series 2025 Bonds.

Outstanding Parity Bonds; Additional Bonds

The County has previously issued under the Indenture its (i) Sales Tax Revenue and Refunding Bonds, Series 2017 (the “Series 2017 Bonds”), outstanding in total aggregate amount of \$4,445,000; (ii) Sales Tax Revenue Bonds, Series 2018 (the “Series 2018 Bonds” and together with the Series 2017 Bonds, the “Outstanding Parity Bonds”), outstanding in total aggregate amount of \$17,670,000; and (iii) the Refunded Bonds, outstanding in total aggregate amount of \$30,000,000. Upon the issuance of the Series 2025 Bonds, the Refunded Bonds will be refunded with proceeds of the Series 2025 Bonds and the Refunded Bonds will no longer be considered outstanding under the Indenture.

The Indenture permits the issuance of Additional Bonds secured by the Revenues on a parity with the Series 2025 Bonds, subject to certain conditions. Included in these conditions is the requirement that the Revenues for any consecutive twelve-month period in the 24 months immediately preceding the issuance of Additional Bonds be equal to at least 200% of the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds.

* Preliminary; subject to change.

The Series 2025 Bonds, the Outstanding Parity Bonds and any Additional Bonds issued under the Indenture are referred to collectively herein as the “Bonds.” See “SECURITY FOR THE BONDS—Additional Bonds” and APPENDIX B—FORM OF THE GENERAL INDENTURE” herein.

State Pledge of Non-Impairment

In accordance with Section 11-14-307, Utah Code, the State pledges and agrees with the holders of the Series 2025 Bonds that it will not alter, impair or limit the taxes comprising the Pledged Taxes in a manner that reduces the amounts to be rebated to or collected by the County until the Series 2025 Bonds, together with applicable interest, 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 the protection of the holders of the Series 2025 Bonds. See “RISK FACTORS—State Pledge of Non-Impairment” herein.

However, the County notes that the State’s pledge of non-impairment under Section 11-14-307 of the Utah Code has not been interpreted by a court of law and, therefore, the County cannot predict the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and total collection of all Pledged Taxes, or (iii) impact any other aspect of Pledged Taxes.

Redemption Provisions

The Series 2025 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See “THE SERIES 2025 BONDS—Redemption Provisions” herein.

Registration, Denominations and Manner of Payment

The Series 2025 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Series 2025 Bonds. Purchases of Series 2025 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2025 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2025 Bonds.

Principal of and interest on the Series 2025 Bonds (interest payable June 15 and December 15 of each year, commencing [_____] 15, 20____) are payable by Zions Bancorporation, National Association, as paying agent (the “Paying Agent”), to the registered owners of the Series 2025 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the Registered Owners of the Series 2025 Bonds, as described under “THE SERIES 2025 BONDS—Book-Entry-Only System” herein.

Tax Matters

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the County, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2025 Bonds is exempt from State of Utah individual income taxes.

See “TAX MATTERS” in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2025 Bonds.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2025 Bonds are offered, subject to prior sale, when, as and if issued and received by [_____] (the “Underwriter”), subject to approval of legality by Gilmore & Bell, P.C., Bond Counsel to the County, and certain other conditions. Certain matters relating to disclosure will be passed on by Gilmore & Bell, P.C., Disclosure Counsel to the County. Certain legal matters will be passed on for the County by the Deputy County Attorney. [The Underwriter is being represented by its counsel, _____.] Crews & Associates, Inc. is acting as Municipal Advisor to the County in connection with the issuance of the Series 2025 Bonds. It is expected that the Series 2025 Bonds in book-entry form will be available for delivery through DTC or its agent on or about July [____], 2025.

Continuing Disclosure

The County, for the benefit of the owners and Beneficial Owners of the Series 2025 Bonds, will agree to provide certain annual information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) all in order to comply with Rule 15c2-12(b)(5) (the “Rule”) of the Securities and Exchange Commission. See “CONTINUING DISCLOSURE” herein and “APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING” attached hereto.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the County, the Series 2025 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2025 Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture and the information with respect thereto included in the aforementioned document, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2025 Bonds. Descriptions of the Indenture and the Series 2025 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. During the period of the offering of the Series 2025 Bonds, copies of the preliminary forms of any of the aforementioned documents will be available from the “contact persons” as indicated below. Also see “APPENDIX B—THE GENERAL INDENTURE” attached hereto.

The “basic documentation” which includes the Resolution, the Indenture and other documentation, authorizing the issuance of the Series 2025 Bonds and establishing the rights and responsibilities of the County and other parties to the transaction, may be obtained from the “contact persons” as indicated below.

Contact Persons

As of the date of this Official Statement, the chief contact persons for the County concerning the Series 2025 Bonds are:

[Shayne Scott]
[County Manager]
60 North Main Street
Coalville, Utah 84017
(435) 336-3200
sscott@summitcountyutah.gov

Marcus Keller, Managing Director
Crews & Associates, Inc., Municipal Advisor
222 South Main Street, 5th Floor
Salt Lake City, Utah 84101
(385) 630-6454
mkeller@crewsfs.com

THE SERIES 2025 BONDS

General

The Series 2025 Bonds are dated the date of delivery (the “Dated Date”) and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2025 Bonds will be payable semiannually on June 15 and December 15 of each year, commencing [_____ 15, 20____]. The Series 2025 Bonds are issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Series 2025 Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside cover page hereof. Interest on the Series 2025 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2025 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2025 Bonds will be payable at the principal corporate trust office of Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee (the “Trustee”) and Paying Agent (the “Paying Agent”), or its successor upon presentation of the Series 2025 Bonds by the registered owners or their duly authorized agents on or after the date of maturity or redemption.

The Series 2025 Bonds are special limited obligations of the County, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist of the Pledged Taxes, which are currently imposed at the maximum statutory rate, and certain other funds as described in the Indenture. No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2025 Bonds and the County is limited by State law in its ability to increase the rate of the Pledged Taxes. See “RISK FACTORS” herein. The Series 2025 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the County, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The County will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds. See “SECURITY FOR THE BONDS” herein.

Redemption Provisions

Optional Redemption. The Series 2025 Bonds maturing on or before [December 15, 20____] are not subject to redemption prior to maturity. The Series 2025 Bonds maturing on or after [December 15, 20____] are subject to redemption at the option of the County on [December 15, 20____], and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the County at a redemption price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest thereon to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2025 Bonds maturing on [December 15, 20____] are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date
(December 15)

Mandatory Sinking Fund
Redemption Amount

*

* _____
Final Maturity Date.

If fewer than all of the Series 2025 Bonds maturing [December 15, 20____] then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof against the obligation of the County on the next mandatory sinking fund redemption date for the Series 2025 Bonds maturing on [December 15, 20____] and any excess shall be credited against future mandatory sinking fund redemption obligations at the discretion of the County.

Notice of Redemption. In the event any of the Series 2025 Bonds are to be redeemed, the Registrar shall cause notice of redemption to be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2025 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption.

If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2025 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Partially Redeemed Series 2025 Bonds. In case any Series 2025 Bond shall be redeemed in part only, upon the presentation of such Series 2025 Bond for such partial redemption, the County shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the County, a Series 2025 Bond or Series 2025 Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2025 Bond. A portion of any Series 2025 Bond of a denomination of more than \$5,000 principal amount to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2025 Bonds for redemption, the Trustee will treat each such Series 2025 Bond as representing that number of Series 2025 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2025 Bonds by such minimum denomination.

Book-Entry-Only System

The Series 2025 Bonds originally will be issued solely in book-entry form to The Depository Trust Company (“DTC”), New York, NY, or its nominee, Cede & Co., to be held in DTC’s book-entry system. So long as such Series 2025 Bonds are held in the book-entry-only system, DTC or its nominee will be the registered owner or Holder of such Series 2025 Bonds for all purposes of the Indenture, the Series 2025 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2025 Bonds may be made in denominations described above. For a description of the book-entry-only system for the Series 2025 Bonds, see “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM.”

Registration, Transfer and Exchange

In the event that the book-entry-only system has been terminated, the Series 2025 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

For every such exchange or transfer of the Series 2025 Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2025 Bonds, but may impose no other charge therefor.

The County and the Trustee shall not be required to issue, transfer, or exchange any Bond after the Regular Record Date with respect to any redemption of such Bond or during a period from and including any Regular Record Date with respect to any interest payment date to and including such interest payment date. The Regular Record Date, for each Interest Payment Date, is the fifteenth day immediately preceding each interest payment date and if such date is not a Business Day, the next preceding day which is a Business Day.

SECURITY FOR THE BONDS

The Indenture

The County has pledged and assigned to the Trustee the Revenues and all moneys in the funds and accounts established by the Indenture to secure the timely payment of the principal of and interest on the Bonds. The Indenture establishes, among other things, a Bond Fund to be held by the Trustee and a Revenue Fund to be held by the County.

The Indenture provides that all Revenues shall be accounted for and maintained by the County separate and apart from all other moneys of the County. The Indenture also provides that the Revenues shall be expended and used by the County only in the following manner and order of priority:

(a) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the County shall, on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, allocate to the Revenue Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the County need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) the principal and premium, if any, falling due on the next succeeding principal payment date established for the Bonds; plus

(iii) the Sinking Fund Installment, if any, falling due on the next succeeding Sinking Fund Installment payment date; plus

(iv) notwithstanding subsections (i) through (iii) above, Administrative Costs which shall be paid by the Issuer from time to time as they become due and payable.

The County shall transfer from the Revenue Fund or otherwise provide for allocation from Revenues to the Trustee for deposit to the Bond Fund at least fifteen days prior to each Interest Payment Date amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds promptly on each such Interest Payment Date as the same become due and payable.

(b) As a second charge and lien on the Revenues, the County shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, make the following transfers to the Trustee:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required by the Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided in the Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the County shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to the Indenture of remaining Revenues if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to the Indenture) of the amount so remaining if less than the amount necessary, that is

required to be paid, on or before the next such interest payment period transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

The Revenues remaining after the foregoing deposits and transfers in each month and not required to be used for remedying any deficiencies in payments previously made into the Funds established in the Indenture, may be used at any time for any other lawful purpose.

Sales and Use Taxes Generally

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State. The Pledged Taxes are considered a form of sales and use taxes.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Local and county sales and use taxes are levied in addition to a statewide sales and use tax (the "Statewide Tax"). As of the date of this Official Statement, the Statewide Tax is 4.85% of the purchase price of taxable goods and services (except that only 3.00% is levied on unprepared food and food ingredients), with sales of natural gas, electricity and fuel oil for residential use being taxed at a statewide rate of 2.00%.

Counties, cities, and towns in the State are authorized to impose certain additional sales and use taxes for various purposes as authorized by State law. In addition to the Pledged Taxes, the County imposes an additional county option taxes for mass transit and transportation, a recreation, arts, and park tax, motor vehicle rental tax, a transient room tax, and a tourism restaurant tax, all of which are not included as Pledged Taxes. Including the Statewide Tax, the current combined general sales and use tax rate (excluding the motor vehicle rental tax, transient room tax, and tourism restaurant tax) in the unincorporated areas of the County is 7.15%.

Pledged Taxes

Local Sales Tax. The Local Sales and Use Tax Act provides that each county, city, town, or metro township in the State may impose a local sales and use tax of up to 1.00% (the "Local Sales Tax") on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The County currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to counties, cities and towns of the State that is to be used to finance their capital outlay requirements and to service their bonded indebtedness. The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the Statewide Tax. Counties in the State, including the County, may only impose the Local Sales Tax in unincorporated areas and not within municipalities already imposing and collecting revenues from the local sales tax.

Local sales and use taxes, including the Local Sales Tax, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which

provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the “50/50 Distribution”). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution (the “Minimum Distribution”) if such amount is greater than the 50/50 Distribution. Changes to such formula have been and continue to be under discussion and the County cannot predict whether the State Legislature will make any such adjustments. See “RISK FACTORS—Legislative Changes to Sales Tax Statutes,” herein.

County Option Tax. The County Option Sales and Use Tax Act provides that each county in the State may levy a sales and use tax of 0.25% (the “County Option Tax”) on the purchase price of taxable goods and services in that county. The legislative intent contained in the County Option Sales and Use Tax Act is to enable counties to carry out more effectively the counties’ statutorily defined roles as political and legal subdivisions of the State by improving the counties revenue raising capacities. The county option sales and use taxes discussed in this paragraph and revenues received therefrom by the County are the County Option Taxes from which a portion of the Revenues is derived. The County has levied the County Option Tax at the maximum legal rate of 0.25%.

County option sales and use taxes are collected by the State Tax Commission and distributed monthly to each county. The distributions are based on a formula that generally provides, with certain exceptions, (i) 50% of each dollar of sales and use taxes collected will be distributed to the county in which the tax was collected and (ii) 50% of each dollar of sales and use taxes collected shall be distributed proportionately among all counties imposing the tax, based on the total population of each county.

See “RISK FACTORS—State Pledge of Non-Impairment” and “—Uncertainty of Sales and Use Tax Revenues” herein.

Historical Revenues from Pledged Taxes

The table below shows available historical data on revenues received by the County from the Pledged Taxes.

Historical Revenues from Pledged Taxes

<u>Fiscal Year⁽¹⁾</u>	<u>Local Sales Tax</u>	<u>County Option Tax</u>	<u>Total</u>	<u>% Change</u>
2024*	[]*	[]*	[]*	[]*
2023	\$11,635,868	\$5,838,913	\$17,474,781	5.2%
2022	11,040,411	5,577,296	16,617,707	17.3
2021	9,455,354	4,708,327	14,163,681	18.9
2020	7,947,961	3,963,229	11,911,190	5.4
2019	7,458,286	3,838,602	11,296,888	4.1
2018	7,253,069	3,602,887	10,855,956	6.0
2017	6,832,012	3,406,157	10,238,169	6.2
2016	6,473,304	3,170,509	9,643,813	5.1
2015	6,144,500	3,032,530	9,177,030	6.8
2014	5,757,953	2,833,338	8,591,291	—

⁽¹⁾ The County’s Fiscal Year ends December 31. Although the County receives disbursements of sales and use tax revenues on a monthly basis from the State, such disbursements typically lag two months after the date of sale.

* [Preliminary estimates; unaudited].

(Source: The County.)

The following table shows the actual total taxable sales and adjusted taxable sales applicable to the Pledged Taxes for the last ten years: *[To be added]*

Total Taxable Sales in the County

<u>Fiscal Year</u>	<u>Total Taxable Sales</u>	<u>% Change From Prior Year</u>
2024	\$3,561,588,635	3.3%
2023	3,448,938,127	4.7
2022	3,292,940,528	16.7
2021	2,820,970,261	25.0
2020	2,256,308,913	-1.3
2019	2,286,859,442	8.8
2018	2,102,254,130	5.0
2017	2,002,152,581	7.1
2016	1,869,910,047	7.1
2015	1,745,244,112	11.0
2014	1,572,313,235	—

(Source: Based on Calendar Year Gross Taxable Sales and Purchases reports prepared by the Utah State Tax Commission.)

The Largest Sales Taxpayers in the County

State law prohibits disclosure of actual dollar figures of sales and use tax collections by specific businesses. However, for Fiscal Year 2024 Local Sales Tax, the largest ten businesses collected [_____] % of the total sales tax collected in unincorporated areas of the County. For Fiscal Year 2024 County Option Tax, the largest ten businesses collected [_____] % of the total sales tax collected in the County with the largest sales tax payer accounting for [_____] % of the total.

No Debt Service Reserve Requirement

There is no Debt Service Reserve Requirement for the Series 2025 Bonds.

Additional Bonds

No bonds payable out of the Pledged Taxes, funds and accounts pledged under the Indenture may be issued and secured with a lien senior to that of the Bonds without the consent of the owners of 100% of the Outstanding Bonds. The Indenture permits the issuance of Additional Bonds by the County that are payable on a parity with the Bonds out of the Pledged Taxes, funds and accounts pledged under the Indenture.

The Indenture does not limit the amount of Additional Bonds that may be issued by the County, but requires that following requirements of the Indenture must be satisfied as a condition to the issuance of any Additional Bonds:

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof.

(b) The Pledged Taxes for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds plus (y) the maximum annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds; provided, however, that such Revenue coverage test shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for refunding Bonds issued under the Indenture, (ii) and the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then-remaining Average Aggregate Annual Debt Service for the Bonds being refunded and (iii)

the maximum Aggregate Annual Debt Service Requirement of such Additional Bonds is less than the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith.

(c) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the County (including the funding of necessary reserves and the payment of costs of issuance), or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance).

The Indenture does not limit or restrict the issuance of subordinate lien obligations by the County.

Future Additional Bonds

[The County does not currently have any plans to issue Additional Bonds, but reserves the right to issue Additional Bonds as capital needs require and in compliance with current bond covenants and requirements.]

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DEBT SERVICE ON THE BONDS

<u>Year</u>	<u>Principal*</u>	<u>Interest</u>	<u>Outstanding Parity Bonds</u>	<u>Total</u>
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
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2064				

*

* Preliminary; subject to change.
(Source: Municipal Advisor.)

PLAN OF REFUNDING

A portion of the proceeds from the Series 2025 Bonds will be used to refund all of the Refunded Bonds. The Refunded Bonds were issued to finance the cost of acquisition of certain facilities for use by the County.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Series 2025 Bonds are estimated to be as follows:

Sources of Funds

Par amount of Series 2025 Bonds
[Net] Reoffering Premium
Total

Uses of Funds

[Deposit to Bond Fund for refunding the Refunded Bonds]
Costs of Issuance⁽¹⁾
Total

-
- ⁽¹⁾ Includes underwriting discount, Municipal Advisor fees, legal fees, rating agency fees, registrar and paying agent fees, and other miscellaneous costs of issuance.

SUMMIT COUNTY, UTAH

General Information

The County is situated in the north central portion of the State and is located approximately 10 miles east of Salt Lake City, Utah. Established in 1853, the County is bordered on the west by Salt Lake County and encompasses approximately 1,871 square miles of land. The County had approximately 43,109 residents according to the 2024 estimate of the U.S. Census Bureau (and ranked as the 10th largest county in the State out of 29 counties).

Coalville City is the county seat of the County and is located approximately 50 miles east of Salt Lake City. Coalville City had approximately 1,533 residents according to the 2023 U.S. Census estimates. The most populous city in the County is Park City, which had 8,254 residents according to the 2023 U.S. Census estimates. Other cities and towns in the County include Francis Town, Henefer Town, Kamas City, and Oakley City.

Form of Government

An elected five-member County Council (the “County Council”) and an appointed County Manager (the “County Manager”) govern the County. This form of government provides for a separation of executive and legislative powers.

The County Council serves as the legislative branch of government. In general, the powers of the County Council include, but are not limited to, adopting ordinances, rules, regulations, resolutions, and policies; adopting of a budget, including the setting of tax rates and fees as may be necessary to fund the budget; conducting hearings of public concern and quasi-judicial hearings on matters of zoning and other similar matters as provided by statute, charter or ordinance; and generally performing every other legislative act as may be required by statute. In addition, the County Council serves as the County Board of Equalization.

The County Manager is appointed and serves fulltime, performing traditional day-to-day executive and management duties. The powers of the County Manager generally include, but are not limited to, managing County divisions and departments, enforcing programs, policies, regulations and ordinances of the County; negotiating County

contracts; proposing a County budget; acting as an intergovernmental relations liaison; and considering and implementing long range planning, pro- grams and improvements.

In addition to the County Council and the County Manager, other countywide elected officials include the Assessor, Auditor, Clerk, County Attorney, Recorder, Sheriff, and Treasurer.

<u>Office</u>	<u>Person</u>	<u>Years of Service</u>	<u>Expiration of Term</u>
Councilmember, Chair	Tonja Hanson		
Councilmember, Vice Chair	Canice Harte		
Councilmember	Roger Armstrong		
Councilmember	Megan McKenna		
Councilmember	Christopher Robinson		
Attorney	Margaret Olson		
Clerk	Evelyn Furse		
Auditor	Cindy Keyes		
Treasurer	Corrie Forsling		
Recorder Surveyor	Gregory Wolbach		
Assessor	Stephanie Poll		
Sheriff	Frank Smith		
County Manager	Shayne Scott		
Deputy County Attorney	Ryan Stack		

The County provides services to incorporated and unincorporated areas within the County. Some of the most important of these services are described below.

Countywide services: Tax assessment, tax collection, tax distribution, tax equalization, auditing, budgeting, accounting, investment, surveying, recording, animal services, marriage licenses, passports, justice courts, jail services, criminal justice support, prosecution, civil services, ordinance enactment and enforcement, aging services, health, mental health, parks and recreation, criminal justice and youth services, police protection services, library, fine arts, job training and development, administration and support services to county operations, flood control, solid waste management and paramedics.

Unincorporated area services (and other areas by contract): Police protection, libraries, fire protection, emergency 911, street lighting, highways, planning and zoning, traffic engineering, development services, business licenses and sanitation and misdemeanor prosecution.

Employee Workforce and Retirement System

The County employed approximately [_____] full-time equivalent employees in Fiscal Year 2024. The County participates in cost-sharing multiple employer defined benefit pension plans covering public employees of the State and employees of participating local government entities administered by the Utah State Retirement Systems (“URS”). The retirement system provides retirement benefits, a deferred compensation plan, annual cost of living adjustment and death benefits to plan members and beneficiaries in accordance with retirement statutes.

For a detailed discussion regarding retirement benefits and contributions, see “APPENDIX A—SUMMIT COUNTY FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023—Notes to the Financial Statements—Note 8 – State Retirement Plans.”

The County has no post–employment benefit liabilities.

Risk Management

The County provides for its general liability, automobile liability, property and public officials risks through a joint venture protection agreement with the Utah Local Governments Trust, a property and casualty pool (“ULGT”).

ULGT is a self-insured pool program which provides for the County's lawful liabilities resulting from bodily injury, property damage, personal injury and/or public official's errors and omissions limited up to [\$5 million] per each occurrence. The County believes its risk management policies and coverage are normal and within acceptable coverage limits for the type of services provided by the County. "APPENDIX A—SUMMIT COUNTY FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023—Notes to the Financial Statements—Note 9 -- Risk Management."

Investment of Funds

Investment of Operating Fund: The State Money Management Act. The State Money Management Act, Title 51, Chapter 7, Utah Code (the "MM Act") governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The MM Act provides a limited list of approved investments, including nonnegotiable and negotiable deposits with qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying minimum credit ratings required by the MM Act. The MM Act also provides for pre-qualification of broker dealers requiring that broker dealers must agree in writing to comply with the MM Act and certify that they have read and understand the MM Act. Under the MM Act, a public treasurer may designate a certified investment adviser to make trades on behalf of such public treasurer. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one corporate issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The MM Act also defines the State's prudent investor rules. The MM Act establishes the Money Management Council (the "MM Council") to exercise oversight of public deposits and investments. The MM Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The County is currently complying with all of the provisions of the MM Act for all County operating funds. [For fiscal year 2024, approximately ____% of County funds were be invested in the Utah Public Treasurers Investment Fund ("PTIF"), as discussed herein. The remaining amounts were invested in corporate bonds (____%) or held as cash (____%).]

The Utah Public Treasurers' Investment Fund. The PTIF is a local government investment pool, established in 1981, and managed by the State Treasurer. The PTIF invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the PTIF are promptly invested in accordance with the MM Act.

All investments in the PTIF must comply with the MM Act and rules of the MM Council. Securities in the PTIF include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's or S&P. These securities represent limited risks to governmental institutions investing with the PTIF.

By law and unless conducted by a certified investment adviser who may conduct investment transactions through a qualified non-certified dealer, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered versus payment to the custody of the public treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State.

Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the MM Council and is audited by the State Auditor. The PTIF itself is not rated.

See "APPENDIX A— SUMMIT COUNTY FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023—Notes to Financial Statements—Note 4 – Deposits and Investments" herein.

DEBT STRUCTURE OF THE COUNTY

Outstanding Municipal Debt of the County (As of June 1, 2025)

OUTSTANDING SALES TAX REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Amount Outstanding</u>
2025 ⁽¹⁾	Refunding	\$_____*	December 15, 20__*	\$_____*
[2024 ⁽¹⁾	Building	\$30,000,000	December 15, 20[44]	[30,000,000]
2021	Building	18,545,000	December 15, 2040	17,670,000
2017	Refunding/Roads	9,885,000	December 15, 2029	<u>4,445,000</u>
TOTAL				\$_____*

⁽¹⁾ For purposes of the Official Statement, the Series 2025 Bonds are considered issued and outstanding and the Refunded Bonds, refunded.

* Preliminary; subject to change.

OUTSTANDING TRANSPORTATION TAX REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Amount Outstanding</u>
2018	Transportation	\$18,630,000	December 15, 2032	<u>\$11,325,000</u>

⁽¹⁾ The above bonds are secured by revenues from the County's levy of a [special tax to fund transportation projects], which tax is *not* part of the Pledged Taxes securing the Series 2025 Bonds.

OUTSTANDING RAP SALES TAX REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Amount Outstanding</u>
2018	[Public Recreation]	\$8,000,000	December 15, 2030	<u>\$4,568,000</u>

⁽¹⁾ The above bonds are secured by revenues from the County's levy of a special sales and use tax the revenues from which are to be used solely for projects related to public recreation, arts, parks and related uses. Such revenues are *not* part of the Pledged Taxes securing the Series 2025 Bonds.

OUTSTANDING GENERAL OBLIGATION BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Amount Outstanding</u>
2022	Open Space	\$43,510,000	June 15, 2037	<u>\$39,415,000</u>

OUTSTANDING SPECIAL ASSESSMENT BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Amount Outstanding</u>
2018B	Infrastructure	\$21,715,816	2037	\$17,074,755
2018A	Infrastructure	4,251,327	2038	4,251,328
2017	Sewer	841,000	2033	<u>602,000</u>
	TOTAL			<u>\$21,928,083</u>

⁽¹⁾ The above bonds are secured primarily by a special assessment levied on the property owners benefiting from this construction of sewer system and infrastructure. [*County to update or confirm bond balances*]

Future Bond Issues

[The County currently has no plans to issue Additional Bonds under the Indenture or any other bonds. However, the County reserves the right to issue additional bonds as capital needs require and in compliance with current bond covenants and requirements.]

No Defaulted Bonds

The County has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations (other than conduit revenue bonds, as to which the County makes no representation).

FINANCIAL INFORMATION REGARDING THE COUNTY

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the County and have been extracted from the County's audited basic financial statements for the fiscal years ended December 31, 2019 through 2023.

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SUMMIT COUNTY, UTAH
STATEMENT OF NET POSITION
PRIMARY GOVERNMENT-GOVERNMENTAL ACTIVITIES & BUSINESS-TYPE ACTIVITIES
(This summary has not been audited.)

	<i>Fiscal Year Ending December 31,</i>				
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Assets:					
Cash & investments	\$215,636,972	\$223,445,301	\$155,187,738	\$90,388,357	\$55,038,739
Restricted cash & investments	25,829,839	33,089,967	32,462,300	28,751,883	46,261,460
Receivables:					
Taxes	2,484,358	2,002,632	2,231,814	2,260,422	—
Accounts	27,153,467	22,724,233	18,407,300	24,500,860	39,217,541
Notes	1,418,282	1,541,000	—	—	—
Special assessments	22,860,849	14,974,675	17,289,900	19,604,609	—
Lease	—	797,443	886,320	974,912	1,062,958
Inventories, prepaid items, & other assets	158,933	—	—	—	—
Net pension asset	—	9,416,076	—	—	—
Capital assets:					
Land, leased assets-land, construction	166,404,094	86,720,165	49,422,103	62,805,051	60,946,495
Buildings & improvements, machinery, equipment & infrastructure (net)	<u>84,390,070</u>	<u>115,455,830</u>	<u>81,247,395</u>	<u>62,569,482</u>	<u>64,920,544</u>
Total assets	<u>546,336,864</u>	<u>510,167,322</u>	<u>357,134,870</u>	<u>291,855,576</u>	<u>267,447,737</u>
Deferred outflows of resources:					
Related to pensions	10,424,515	4,278,299	6,361,657	6,241,970	10,446,979
Deferred amounts of refunding	<u>182,031</u>	<u>887,301</u>	<u>242,711</u>	<u>273,051</u>	<u>303,391</u>
Total deferred outflows of resources	<u>10,606,546</u>	<u>5,165,600</u>	<u>6,604,368</u>	<u>6,515,021</u>	<u>10,750,370</u>
Liabilities:					
Accounts payable	23,754,138	14,849,197	21,730,059	8,013,240	13,099,027
Accrued salaries & benefits	3,331,198	2,966,981	2,697,023	2,235,538	1,122,952
Accrued interest	750,471	781,948	657,901	655,813	—
Claims payable	1,014,300	717,082	458,901	429,828	641,787
Accrued landfill closure costs	—	—	—	—	969,387
Unearned revenue	11,542,250	10,745,912	13,125,283	8,484,947	634,582
Long-term liabilities:					
Capital lease - current	—	—	—	—	36,055
Portion due or payable within one year	8,687,109	8,024,142	5,915,132	4,627,985	2,782,315
Portion due or payable after one year	188,756,833	128,680,892	78,014,062	61,089,179	51,535,284
Capital lease - noncurrent	—	—	—	—	36,053
Net pension liability	—	—	—	—	17,100,263
Compensated absences - noncurrent	—	—	—	—	<u>2,013,359</u>
Total liabilities	<u>237,836,299</u>	<u>166,766,154</u>	<u>122,598,361</u>	<u>85,536,530</u>	<u>89,971,064</u>
Deferred inflows of resources (pensions)	<u>124,401</u>	<u>16,699,210</u>	<u>8,489,329</u>	<u>4,457,533</u>	<u>694,056</u>
Net Position:					
Net investment in capital assets	119,137,408	83,019,886	75,367,268	75,185,773	96,659,009
Restricted					
Debt service	31,852,670	22,185,148	21,936,485	25,081,837	12,118,461
Capital projects	32,482,665	41,733,800	31,932,250	33,227,371	13,297,090
Culture & recreation	25,898,198	19,625,364	10,168,453	6,192,695	2,344,769
Economic stabilization	10,736,665	10,295,970	10,175,894	10,141,444	10,141,444
Pensions	—	9,416,076	—	—	—
Other purposes	4,548,841	2,252,254	1,143,364	1,021,629	5,401,450
Unrestricted	<u>94,326,263</u>	<u>85,457,988</u>	<u>81,927,834</u>	<u>57,525,785</u>	<u>47,570,762</u>
Total net position	<u>\$318,982,710</u>	<u>\$273,986,486</u>	<u>\$232,651,548</u>	<u>\$208,376,534</u>	<u>\$187,532,985</u>

(Source: Information extracted from the County's audited basic financial statements for the fiscal years ended December 31, 2019 through December 31, 2023.)

SUMMIT COUNTY, UTAH
BALANCE SHEET—GENERAL FUND
(This summary has not been audited.)

	<i>Fiscal Year Ending December 31,</i>				
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
<u>Assets</u>					
Cash and investments	\$21,035,231	\$23,925,411	\$18,949,323	\$9,908,307	\$7,367,345
<u>Receivables:</u>					
Property taxes	1,523,729	1,244,100	1,196,483	1,271,389	—
Accounts	2,706,652	4,086,519	3,343,907	4,096,526	4,458,466
Due from other funds	<u>7,155,040</u>	<u>339,073</u>	<u>48,494</u>	<u>1,554,820</u>	<u>5,000</u>
Total Assets	<u>\$32,420,652</u>	<u>\$29,595,103</u>	<u>\$23,538,207</u>	<u>\$16,831,042</u>	<u>\$11,830,811</u>
<u>Liabilities:</u>					
Accounts and contracts payable	1,417,345	2,061,711	1,431,836	1,693,030	1,260,575
Accrued salaries & benefits	1,531,490	1,405,724	1,333,434	1,190,221	2,686,171
Unearned revenue	<u>1,055,011</u>	<u>734,880</u>	<u>622,688</u>	<u>405,763</u>	<u>442,807</u>
Total liabilities	<u>4,003,846</u>	<u>4,202,315</u>	<u>3,387,958</u>	<u>3,289,014</u>	<u>4,389,553</u>
<u>Deferred inflows of resources:</u>					
Unavailable property tax revenue	1,523,729	438,756	1,196,483	1,271,389	1,111,028
Unavailable note receivable revenue	—	1,541,000	—	—	—
Unavailable special assessment revenue	<u>—</u>	<u>33,122</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total deferred inflows of resources	<u>1,523,729</u>	<u>2,012,878</u>	<u>1,196,483</u>	<u>1,271,389</u>	<u>1,111,028</u>
<u>Fund balances:</u>					
<u>Restricted for:</u>					
Capital projects	—	42,669,203	—	—	—
Health services	—	—	—	—	951,605
Public safety grants	—	—	—	—	18,263
Other purposes	2,452,868	13,698	1,091,579	969,871	—
<u>Assigned to:</u>					
Public works	—	27,230,200	—	—	—
Unassigned	<u>24,440,209</u>	<u>—</u>	<u>17,862,187</u>	<u>11,300,568</u>	<u>5,360,362</u>
Total fund balance	<u>26,893,077</u>	<u>69,913,101</u>	<u>18,953,766</u>	<u>12,270,439</u>	<u>6,330,230</u>
Total liabilities, deferred inflows, & fund balances:	<u>\$32,420,652</u>	<u>\$76,128,294</u>	<u>\$23,538,207</u>	<u>\$16,830,842</u>	<u>\$11,830,811</u>

(Source: Information extracted from the County's audited basic financial statements for the fiscal years ended December 31, 2019 through December 31, 2023.)

SUMMIT COUNTY, UTAH
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES—GENERAL FUND
(This summary has not been audited.)

	<i>Fiscal Year Ending December 31,</i>				
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
<u>Revenues:</u>					
Taxes					
Property taxes	\$19,445,818	\$18,385,127	\$17,697,651	\$17,217,074	\$ -
Motor vehicle taxes	503,191	620,976	465,595	450,311	-
Sales, use & other taxes	<u>8,565,589</u>	<u>8,241,439</u>	<u>7,187,423</u>	<u>5,913,449</u>	-
Total taxes	<u>28,514,598</u>	<u>27,247,542</u>	<u>25,350,669</u>	<u>23,580,834</u>	<u>22,184,036</u>
Licenses & Permits	112,507	162,048	167,257	83,384	76,544
Intergovernmental	7,379,255	6,683,932	5,604,223	5,408,450	5,290,464
Charges for services	3,758,029	5,622,359	5,430,969	5,587,877	4,995,641
Fines & forfeitures	414,285	341,562	257,198	346,523	304,952
Interest & other	1,020,134	594,535	218,022	240,969	693,998
Contribution	<u>12,700</u>	<u>1,114,324</u>	<u>134,337</u>	<u>550,697</u>	-
Total revenues	<u>41,211,508</u>	<u>41,766,302</u>	<u>37,162,675</u>	<u>35,798,734</u>	<u>33,545,635</u>
<u>Expenditures:</u>					
Current					
General government	8,083,800	6,263,167	5,656,125	5,184,306	5,235,940
Public safety	12,886,567	14,183,298	12,179,696	11,809,621	12,385,064
Public health	6,131,920	5,411,585	4,810,124	6,077,685	5,736,380
Public works	7,784,710	5,431,147	4,884,984	4,381,840	4,200,312
Culture & recreation	2,498,022	2,333,438	1,920,091	1,778,186	2,500,347
Conservation & economic development	163,906	148,735	145,735	146,299	150,446
Capital outlay	438,372	129,764	-	304,458	237,018
Debt service:					
Principal	735,000	700,000	670,000	635,000	600,000
Interest & other charges	278,609	316,988	350,505	383,112	406,995
Bond costs	-	-	-	-	6,875
Total expenditures	<u>39,000,906</u>	<u>34,918,122</u>	<u>30,617,260</u>	<u>30,700,507</u>	<u>31,459,377</u>
Excess of revenues over expenditures	<u>2,210,602</u>	<u>6,848,180</u>	<u>6,545,415</u>	<u>5,098,227</u>	<u>2,086,258</u>
<u>Other financing sources (uses):</u>					
Transfers in	895,437	909,173	464,912	976,482	688,691
Transfers out	<u>(361,650)</u>	<u>(2,562,431)</u>	<u>(327,000)</u>	<u>(134,500)</u>	-
Total other financing sources (uses)	<u>533,787</u>	<u>(1,653,258)</u>	<u>137,912</u>	<u>841,982</u>	<u>688,691</u>
Net change in fund balances	<u>2,744,389</u>	<u>5,194,922</u>	<u>6,683,327</u>	<u>5,940,209</u>	<u>2,774,949</u>
Fund balance - beginning	<u>24,148,688</u>	<u>18,953,766</u>	<u>12,270,439</u>	<u>6,330,230</u>	<u>3,555,281</u>
Fund balance - ending	<u>\$26,893,077</u>	<u>\$24,148,688</u>	<u>\$18,953,766</u>	<u>\$12,270,439</u>	<u>\$6,330,230</u>

(Source: Information extracted from the County's audited basic financial statements for the fiscal years ended December 31, 2019 through December 31, 2023.)

RISK FACTORS

The purchase of the Series 2025 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2025 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described herein; however, it is not intended to be a complete representation of all the possible risks involved.

State Pledge of Non-Impairment

In accordance with Section 11-14-307 of the Utah Code, the State pledges and agrees with the holders of the Series 2025 Bonds that it will not alter, impair or limit the Pledged Taxes in a manner that reduces the amounts to be rebated to the County which are devoted or pledged for the payment of the Series 2025 Bonds until the Series 2025 Bonds, together with applicable interest, 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 the protection of the holders of the Series 2025 Bonds.

The County notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and total collection of all Pledged Taxes, or (iii) impact any other aspect of Pledged Taxes, cannot be predicted by the County.

Legislative Changes to Sales Tax Statutes

The State Legislature has authority to alter the statutes under which the County derives its various sales and use tax revenues, including specifically the Pledged Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could reduce the amount of Pledged Taxes the County receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State.

The County cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect Pledged Taxes at some point in the future. Consequently, no assurance can be given that the revenues from Pledged Sales Taxes will remain sufficient for the payment of the principal or interest on the Series 2025 Bonds, and the County is limited by State law in its ability to increase the rate of such taxes.

Uncertainty of Sales and Use Tax Revenues

The amount of Pledged Taxes to be collected by the County is dependent on a number of factors beyond the control of either the County or the State, including, but not limited to, the state of the U.S. economy and the economy of the State and the County. Any one or more of these factors could result in the County receiving less Pledged Taxes than anticipated. During periods in which economic activity declines, Pledged Taxes are likely to decline as compared to an earlier year. In addition, Pledged Taxes are dependent on the volume of the transactions subject to the tax. The County cannot predict what impact these items may have on the Pledged Taxes it receives.

The Series 2025 Bonds are Limited Obligations

The Series 2025 Bonds are special, limited obligations of the County, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Series 2025 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the County and are not obligations of the State or any other agency or other political subdivision or entity of the State. The County will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds.

General Economic Conditions

During periods in which economic activity declines, Pledged Taxes are likely to decline as well. It is impossible to predict the status of the economy or at which point a downturn in the economy would significantly reduce the amount of Pledged Taxes the County receives. General economic conditions may also be affected by other events including the prospect of increased hostilities abroad and the impact of financial difficulties in foreign countries. Certain such events may have other effects, the impact of which are difficult to project.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the County to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. [To date, the County has not been the subject of a successful materially adverse cyberattack. The County believes it has made reasonable efforts to ensure that any such attack is not successful and that the information systems of the County are secure.] [*Confirm*] However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the County's information systems or other challenges. The County has insurance coverage for cyber liability.

LEGAL MATTERS

General

The authorization and issuance of the Series 2025 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the County. Certain matters relating to disclosure will be passed on for the County by Gilmore & Bell, P.C., as disclosure counsel to the County. Certain legal matters will be passed upon for the County by the Deputy County Attorney. [Certain matters will be passed on for the Underwriter by its counsel _____.] The approving opinion of Bond Counsel will be delivered with the Series 2025 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in "APPENDIX D—FORM OF OPINION OF BOND COUNSEL" of this Official Statement.

Litigation

A non-litigation opinion issued by the Deputy County Attorney, dated the date of closing, will be provided stating, among other things, that to the best of his knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the County or is threatened, challenging the creation, organization, or existence of the County or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2025 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes or assessments by the County, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2025 Bonds are issued or the validity of the Series 2025 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2025 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2025 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2025 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2025 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the County, under the law currently existing as of the issue date of the Series 2025 Bonds:

Federal Tax Exemption. The interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. The interest on the Series 2025 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2025 Bonds, subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The County has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2025 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds.

State of Utah Tax Exemption. The interest on the Series 2025 Bonds is exempt from State individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2025 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[Original Issue Discount.] For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2025 Bond over its issue price. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2025 Bond during any accrual period generally equals (1) the issue price of that Series 2025 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2025 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2025 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series

2025 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2025 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2025 Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2025 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2025 Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2025 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2025 Bond, an owner of the Series 2025 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2025 Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2025 Bond. To the extent a Series 2025 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2025 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2025 Bonds, and to the proceeds paid on the sale of the Series 2025 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2025 Bonds should be aware that ownership of the Series 2025 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2025 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2025 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2025 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

UNDERWRITING

[____], as the underwriter of the Series 2025 Bonds (the “Underwriter”), has agreed, subject to certain conditions, to purchase all of the Series 2025 Bonds from the County at a purchase price of \$[_____] (being the par amount of the Series 2025 Bonds less Underwriter’s discount of \$[_____] plus [net] original issue [premium/discount] of \$[_____] and to make a public offering of the Series 2025 Bonds. The Series 2025 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) at prices lower than the offering prices set forth on the cover page of this Official Statement and such public offering prices may be changed from time to time.

Although the Underwriter expects to maintain a secondary market in the Series 2025 Bonds after the initial offering, no guarantee can be given concerning the future existence of such a secondary market or its maintenance by the Underwriter or others.

The Underwriter and its respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the County. The Underwriter and its respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the County.

RATINGS

As of the date of this Official Statement, the Series 2025 Bonds have been rated “_____” by [_____]. Any explanation of the significance of this rating may only be obtained from the rating service furnishing the same. There is no assurance that the ratings given the Series 2025 Bonds will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2025 Bonds.

CONTINUING DISCLOSURE UNDERTAKING

The County, for the benefit of the beneficial owners of the Series 2025 Bonds, will execute a continuing disclosure undertaking (the “Disclosure Undertaking”) pursuant to which the County will send certain information annually and provide notice of certain events to the MSRB pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission. See “APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING” attached hereto and incorporated herein by reference for a form of the Disclosure Undertaking that will be executed and delivered by the County.

Within the last five years, _____. *[Anything that should be reported?]*

A failure by the County to comply with the Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2025 Bonds are limited to the remedies described in the Disclosure Undertaking. See APPENDIX E. A failure by the County to comply with the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2025 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2025 Bonds and their market price.

MISCELLANEOUS

Municipal Advisor

The County has entered into an agreement with Crews & Associates, Inc., out of Salt Lake City, Utah (the “Municipal Advisor”) whereunder the Municipal Advisor provides financial recommendations and guidance to the County with respect to preparation for sale of the Series 2025 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors related to the sale of the Series 2025 Bonds. The Municipal Advisor has read and assisted Bond Counsel in the drafting of certain portions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the County, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement.

Independent Accountants

The basic financial statements as of December 31, 2023 and for the year then ended, included in this Official Statement, have been audited by Squire & Company, PC, Orem, Utah (“Squire”), as stated in the report in “APPENDIX A—SUMMIT COUNTY FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023” to this Official Statement. Squire has not been asked to consent to the use of the audited financial statements in this Official Statement.

Additional Information

All quotations contained herein from and summaries and explanations of the State Constitution, statutes, programs and laws of the State, court decision and the Indenture, do not purport to be complete, and the reference is made to said State Constitution, statutes, programs, laws, court decisions and the Indenture for full and complete statements of their respective provisions.

This Preliminary Official Statement is in a form “deemed final” by the County for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

This Official Statement and its distribution and use has been duly authorized by the County.

SUMMIT COUNTY, UTAH

APPENDIX A

SUMMIT COUNTY FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

APPENDIX B
THE GENERAL INDENTURE

APPENDIX C

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING SUMMIT COUNTY

County and State Population

<u>Year</u>	<u>County</u>	<u>Percent Increase From Prior Period</u>	<u>State</u>	<u>Percent Increase From Prior Period</u>
2024 estimate	43,109	0.4%	3,503,613	1.8%
2023 estimate	42,939	-0.5	3,443,222	1.5
2022 estimate	43,134	-0.1	3,391,011	1.5
2021 estimate	43,182	1.9	3,339,738	2.1
2020 Census	42,357	0.5	3,271,616	2.0
2019 estimate	42,145	0.6	3,205,958	1.7
2018 estimate	41,890	1.4	3,153,550	1.7
2017 estimate	41,330	2.0	3,101,042	1.9
2016 estimate	40,512	2.2	3,041,868	2.0
2015 estimate	39,640	1.3	2,981,835	1.5
2014 estimate	39,113	1.8	2,936,879	1.4

(Source: U.S. Census Bureau; estimates are as of July 1 of the year given, census counts are as of April 1.)

Rate of Unemployment - Annual Average

<u>Year</u>	<u>County</u>	<u>State of Utah</u>	<u>United States</u>
2024	2.9%	3.2%	4.0%
2023	2.5	2.7	3.6
2022	2.3	2.4	3.6
2021	3.1	2.8	5.3
2020	7.7	4.8	8.1
2019	2.5	2.5	3.7
2018	3.0	2.9	3.9
2017	3.1	3.1	4.4
2016	3.2	3.3	4.9
2015	3.2	3.5	5.3
2014	3.3	3.6	6.2

(Sources: Utah Department of Workforce Services and U.S. Department of Labor.)

Economic Indicators

LABOR FORCE (1)	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Labor Force	26,027	24,763	23,706	23,467	23,824
Employed	25,364	24,195	22,976	21,651	23,230
Unemployed	663	568	730	1,816	594
Rate	2.50%	2.30%	3.10%	7.70%	2.50%
Average Employment	30,981	29,411	27,554	25,634	28,175
% Change Prior Year	5.03	6.74	7.49	-9.02	1.25
Agriculture, Forestry, Fishing & Hunting	63	202	87	37	—
Mining	49	52	76	71	70
Utilities	134	130	118	116	116
Construction	2,661	2,461	2,276	2,060	1,940
Manufacturing	1,188	1,167	980	890	861
Wholesale Trade	545	587	497	424	398
Retail Trade	3,685	3,559	3,427	3,249	3,523
Transportation & Warehousing	504	4,771	513	540	572
Information	480	493	456	481	476
Finance and Insurance	525	546	488	465	480
Real Estate, Rental & Leasing	1,418	1,364	1,393	1,304	1,400
Professional, Scientific & Technical Services	1,540	1,556	1,458	1,357	1,483
Management of Companies & Enterprises	274	265	221	224	261
Admin., Support, Waste Mgmt, Remediation	1,113	1,122	1,076	1,002	1,016
Education Services	1,489	1,457	1,415	1,432	1,498
Health Care & Social Assistance	1,932	1,795	1,609	1,605	1,587
Arts, Entertainment, & Recreation	4,296	4,415	4,301	3,662	4,229
Accommodation & Food Services	7,235	6,100	5,516	5,065	6,478
Other Services & Unclassified	230	920	861	836	908
Public Administration	768	751	787	814	860
Total Establishments	3,585	3,564	3,692	3,420	3,280
Total Wages (\$Millions)	1,972.4	1,816.5	1,551.1	1,340.0	1,350.3
INCOME AND WAGES	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total Personal Income (\$000) (2)	11,117,028	10,380,534	9,391,408	6,955,429	6,732,730
Median Household Income (1)	n/a	132,358	124,354	115,756	112,482
Per Capita Income (2)	259,993	241,155	217,499	163,700	160,109
Average Monthly Nonfarm Wage (1)	5,321	5,147	4,691	4,356	3,994
SALES AND BUILDING	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Gross Taxable Sales (\$M) (3)	3,448.9	3,292.9	2,821.0	2,256.3	2,286.9
Dwelling Unit Permits (4)	199	148	531	229	223
Total Permit Authorized					
Construction (\$000) (4)	143,856.5	31,939.3	163,414.2	62,680.1	137,352.2
New Residential Construction (\$000) (4)	94,016.7	25,421.8	138,724.8	44,640.5	101,415.5
New Nonresidential Construction (\$000) (4)	14,740.9	3,545.4	10,570.1	8,130.2	12,228.2

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 14, 2024; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

Major Employers in the County

<u>Company</u>	<u>Industry</u>	<u>Average Annual Employment</u>
Deer Valley Resort	Outdoor Recreation	1,000-1,999
Park City Mountain Resort	Outdoor Recreation	1,000-1,999
Park City School District	Public Education	500-999
Intermountain Health Care	Health Care	500-999
Park City Municipal	Fitness and Recreational Centers	500-999
Stein Eriksen Lodge Owners' Association	Hotels	500-999
Montage Deer Valley	Hotels	250-499
Hyatt	Hotels	250-499
Clawson General Contracting	Specialty Trade Contractors	250-499
South Summit School District	Public Education	250-499
St Regis Resort, Deer Valley	Hotels	250-499
Promontory Development	Amusement and Recreation	250-499
Woodward Park City	Amusement and Recreation	100-249
Triumph Gear Systems	Aircraft Parts Manufacturing	100-249
North Summit School District	Public Education	100-249
Summit County	County Government	100-249
Talisker	Amusement & Recreation	100-249
Snyderville Basin Special Recreation	Nature Parks	100-249
Backcountry.com	Clothing and Accessories Retailers	100-249
Wal-Mart	Warehouse Clubs/Supercenters	100-249
ARO	Supermarkets	100-249
The Lodge At Blue Sky	Hotels	100-249
The Home Depot	Home Centers	100-249
Smith's Food & Drug	Supermarkets	100-249
CFI Resorts Management	Lessors of Residential Building	100-249
Monroe Operations	Mental Health & Substance Abuse Facilities	100-249
7-Eleven	Gasoline Stations	100-249
Graco	Measuring, Dispensing, Pumping Equip.	100-249
Whole Foods Market	Supermarkets	100-249
Utah Olympic Park	Performing Arts, Sports, and Events	100-249
Park City Fire Service	Fire Protection	100-249
Ruth's Chris Steakhouse Park City	Full-Service Restaurants	100-249
Jans	Sporting Goods Retailers	100-249
On Top Roofing	Specialty Trade Contractors	100-249
Waldorf Astoria	Hotels	100-249
Marriott Resorts	Hotels	100-249
United States Ski & Snowboard Assoc.	Professional Organizations	100-249
Flare Construction	Utility System Construction	100-249
Skullcandy	Audio & Video Equip. Manf.	100-249
GGC Member Acquisition	Amusement and Recreation	100-249
Salt Lake Brewing	Full-Service Restaurants	100-249
Kamas Food Town	Supermarkets	100-249
National Ability Center	Disability and Elderly Services	100-249
Park City Market	Supermarkets	100-249

(Source: Utah Department of Workforce Services; as of November 2024.)

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2025 Bonds, Gilmore & Bell, P.C., Bond Counsel to the County, proposes to issue its approving opinion in substantially the following form:

We have acted as bond counsel to Summit County, Utah (the “Issuer”), in connection with the issuance by the Issuer of its \$[_____] Sales Tax Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) pursuant to (i) a resolution of the Issuer adopted May 21, 2025; (ii) a General Indenture of Trust, dated as of June 1, 2017, as previously supplemented and amended (the “General Indenture”) between the Issuer and Zions Bancorporation, National Association, as trustee (the “Trustee”), and as further supplemented by a Fourth Supplemental Indenture of Trust, dated as of [July] 1, 2025, between the Issuer and the Trustee (the “Fourth Supplemental Indenture” and together with the General Indenture, the “Indenture”) and (iii) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and other applicable provisions of law.

Our services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Series 2025 Bonds under the applicable laws of the State of Utah and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certificates of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer enforceable against the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2025 Bonds.
2. The Series 2025 Bonds are valid and binding special obligations of the Issuer payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2025 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation, nor a charge against the general credit or ad valorem taxing power of the Issuer.
3. The interest on the Series 2025 Bonds [(including any original issue discount properly allocable to an owner thereof)] (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds.
4. Interest on the Series 2025 Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of any offering material relating to the Series 2025 Bonds.

The rights of the holders of the Series 2025 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent

applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”) is executed and delivered by Summit County, Utah (the “County”), in connection with the issuance by the County of its \$[_____] Sales Tax Revenue Refunding Bonds, Series 2025 (the “Series 2025 Bonds”). The Series 2025 Bonds are being issued pursuant to a resolution of the County adopted May 21, 2025, and) a General Indenture of Trust, dated as of June 1, 2017, as previously supplemented and amended (the “General Indenture”) between the County and Zions Bancorporation, National Association, as trustee (the “Trustee”), and as further supplemented by a Fourth Supplemental Indenture of Trust, dated as of [July] 1, 2025, between the County and the Trustee (the “Fourth Supplemental Indenture”) In connection with the aforementioned transactions, the County covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the County for the benefit of the Bondholders and Beneficial Owners of the Series 2025 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Series 2025 Bonds for federal income tax purposes.

“Dissemination Agent” shall mean, initially, the County, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington DC 20005-3314; Telephone (202) 838-1500; Fax (202) 898-1500, and the website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the County dated [_____] 2025, relating to the Series 2025 Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2025 Bonds required to comply with the Rule in connection with the offering of the Series 2025 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The County shall prepare an Annual Report and shall, or shall cause the Dissemination Agent to, not later than [two hundred ten (210) days] after the end of each fiscal year of the County (presently December 31) commencing with the fiscal year ending [December 31, 2024], provide to the MSRB in electronic format an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) business days prior to said date, the County shall provide its respective Annual Report to the Dissemination Agent (if other than the County). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the County may be submitted separately from the balance of its Annual Reports.

(b) If the County is unable to provide an Annual Report to the MSRB by the date required in subsection (a), the County shall, in a timely manner, send a notice to the MSRB in electronic format.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the website address to which the MSRB directs the annual reports to be submitted; and

(ii) if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. (a) The County's Annual Report shall contain or incorporate by reference the following:

(i) A copy of the County's annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the County's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(ii) [An update of the financial and operating information in the Official Statement relating to the County of the type contained in the tables under the headings entitled "SECURITY FOR THE BONDS—Historical Revenues from Pledged Taxes," as the same becomes historically available.]

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the County or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2025 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (iv) Substitution of credit or liquidity providers, or their failure to perform;
 - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025 Bonds or other material events affecting the tax status of the Series 2025 Bonds;
 - (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings;
 - (ix) Rating changes; or
 - (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.
- (b) Pursuant to the provisions of this Section 5, the County shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2025 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Series 2025 Bonds;
 - (v) Series 2025 Bond calls;
 - (vi) Release, substitution or sale of property securing repayment of the Series 2025 Bonds; or
 - (vii) Incurrence of a Financial Obligation of the County or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders.
- (c) Whenever the County obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Dissemination Agent or otherwise, the County shall as soon as possible determine if such event would be material under applicable federal securities laws.
- (d) If the County has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the County shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).
- (e) If the County determines that the Listed Event would not be material under applicable federal securities laws, the County shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).
- (f) If the Dissemination Agent has been instructed by the County to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format.

Section 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Undertaking shall terminate upon the earlier of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Series 2025 Bonds; (ii) the date that the County shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2025 Bonds.

Section 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist the County in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the County may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, without the consent of the holders of the Series 2025 Bonds, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver does not, in and of itself, cause the undertakings herein to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The County will provide notice of such amendment or waiver to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the County shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the County to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Series 2025 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence, gross negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2025 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

DATE: _____, 2025.

SUMMIT COUNTY, UTAH

By: _____
Chair

Attest:

County Clerk

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2025 Bond certificate will be issued for each maturity of the Series 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2025 Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices

to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the County or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.



Assessor
60 North Main
Coalville, UT 84017
summitcounty.org

TO: Summit County Council

FROM: Stephanie Poll, Summit County Assessor

DATE: 8 May 2025

RE: Consideration of Discretionary Tax Abatement – Parcel: RC-1-1

Appeal Procedure

The law puts the responsibility on property owners to file a property tax appeal each year by the statutory deadline for that year. Every year Counties mail the Disclosure Notices by the end of July to the address of record for the parcel with information on how to file an appeal for that year to the County Board of Equalization. Every year the deadline to file an appeal to the county board of Equalization is 15 September, or the next business day if the 15th falls on a weekend. See Utah Code 59-2-1004. **Summit County extends this deadline for the Primary Residential Exemption application to 30 November of each year per Summit County Ordinance 787-A.**

Request for Abatement

After reviewing the property account for parcel RC-1-1 the Assessor's office determined that there was County error resulting in the property being taxed as a Non-Primary residence when all the necessary requirements were met to qualify the property as a Primary residence. Because of this error the Assessor's office requests a Discretionary Abatement of taxes on behalf of the property's owners of record, Stephen and Gina Rossi.

Statement of Facts

- 1) The property at 1 Wilson Court was purchased by Stephen and Gina Rossi on 29 February 2024.
- 2) Upon notification of a change to the property ownership the Assessor's office reviewed the account per office practice and policy. An application for the Primary Residence Exemption was mailed to the address on record and the status of the property was changed to Non-Primary for 2024.
- 3) Gina Rossi emailed a complete Primary Residence Exemption Application to the Assessor's office on 19 November 2024, before the 30 November deadline referenced above. This application was added to the County's property records on 20 November 2024.
- 4) The change to Primary was not made at the time the application was received but should have been. This was an error on the County's part.



Assessor
60 North Main
Coalville, UT 84017
summitcounty.org

Staff Recommendation

- Because the property owners submitted a complete and qualifying application before the deadline and should have received the Primary Residence Exemption for 2024 the Assessor's office recommends the Council grant a Discretionary Abatement in the amount of \$2,325.78 which is the difference between the Primary and Non-Primary taxes.

Refund Calculation

Taxable Value as Primary Residence

$$\$885,000 \times 0.55 = \$486,750$$

Taxes due on Primary Residence

$$\$486,750 \times 0.00584 = \$2,842.62$$

Difference in Primary and Non-Primary Taxes

$$\$5,168.40 - \$2,842.62 = \$2,325.78$$

State Standard of Practice

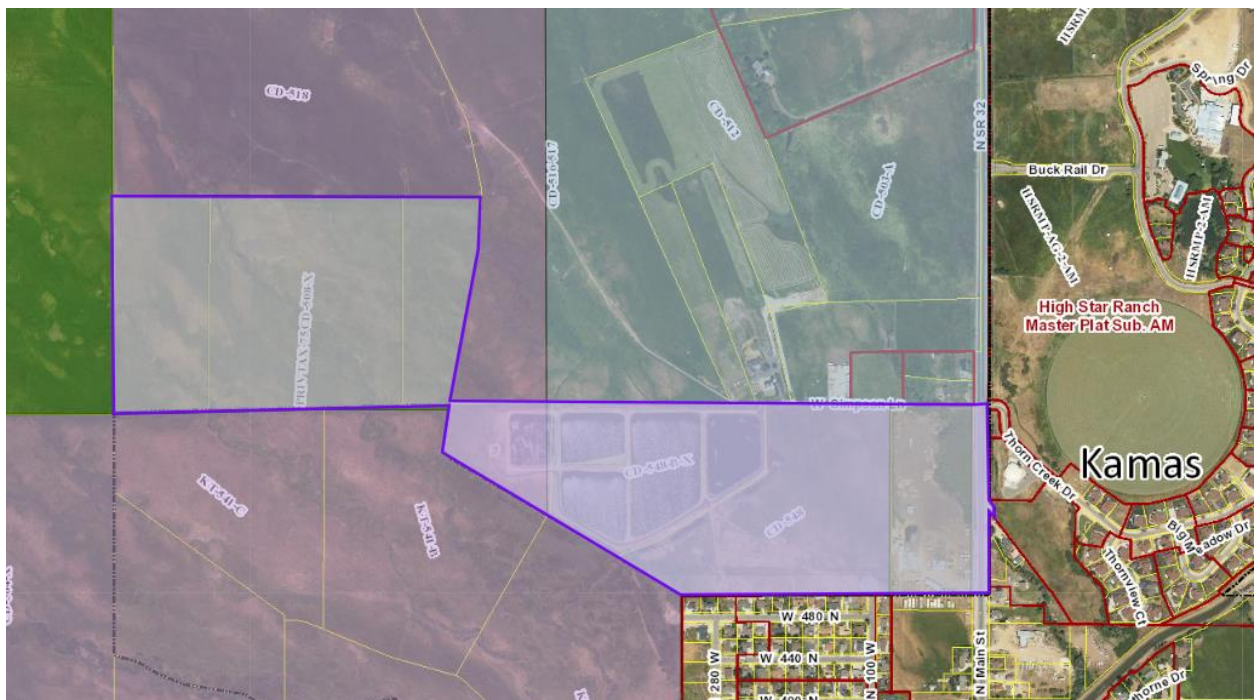
Utah Standards of Practice, Standard 3, adopted by the Utah Property Tax Division has these guidelines related to such discretionary abatements: *When considering a discretionary adjustment under Section 59-2-1374, it is the responsibility of the county legislative body to weight the best interests of the individual, the state, and the county. It can be interpreted as human interests vs. community interests, as taxes not paid by one person are spread amongst other taxpayers. The considerations given to one applicant must be applied to all applicants. Granting abatements, adjustments and deferrals too leniently can result in lower collections over time and higher tax rate for everyone else in a taxing entity.*



STAFF REPORT

To: Summit County Council
From: Laura Kuhrmeyer, County Planner
Date of Meeting: May 21, 2025
Type of Item: Annexation Petition – Blazzard Annexation (CD-548, CD-548-A, CD-510-X, CD-508-X, CD-509-X, CD-548-B-X, CD-551-X)
Process: Legislative

On April 21, 2025, Summit County received the request for mailing for the petition for parcels CD-548, CD-548-A, CD-510-X, CD-508-X, CD-509-X, CD-548-B-X, CD-551-X to annex into Kamas City, referred to as the Blazzard Annexation. The proposed annexation area consists of approximately 136.88 acres, located off N State Road 32. A map of the area is attached as Exhibit A and outlined below in purple.



The proposed annexation area is currently zoned partially Agriculture-10 (AG-10) and partially Agriculture Protection and is located in the Eastern Summit County Planning District. The parcels are adjacent to the current Kamas City boundary and are also located within the Annexation Declaration Area of Kamas City. The Kamas City Council accepted the petition for

further consideration and the petitioners requested a mailing notice to be sent by Summit County.

The petitioners () seek to annex into Kamas City and work with the City to determine the density and types of development that could be allowed on the property.

On May 8, 2025, 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 Blazzard Annexation Area



Proclamation No. 2025-05

PROCLAMATION DECLARING JUNE, 2025

“Pride Month”

SUMMIT COUNTY, UTAH

Whereas, LGBTQ+ Pride month is the positive stance against discrimination and violence toward lesbian, gay, bisexual, transgender, queer, plus (LGBTQ+) people; promotes their self-affirmation, dignity, and equality rights; increases their visibility as a social group; builds community; and celebrates sexual diversity and gender variance; and

Whereas, Utah Pride began with a small, informal gathering of Salt Lake City’s LGBTQ+ community in 1974; and

Whereas, Summit County welcomes residents and visitors from the LGBTQ+ community, their friends and family members, and straight allies who show their support; and

Whereas, Summit County honors those in our community who have dedicated their lives to the cause of justice for all people; and

Whereas, Summit County is committed to learning how to advance inclusion for LGBTQ+ residents by creating and supporting policies and programs that stand against discrimination and by promoting equality and opportunity for all members of the LGBTQ+ community; and

Whereas, Summit County recognizes that policies and programs that support the needs of members of the LGBTQ+ community also meet the needs of other people throughout Park City, such that promoting equality for the LGBTQ+ community has the additional benefit of promoting equality for everyone; and

Whereas, Pride Month is a reminder of how much we have to celebrate, and should prompt us to never let up in our efforts to ensure full equality, inclusion, and empowerment for every member of our LGBTQ+ community, and all communities,

Now, therefore, be it resolved that the County Council, Summit County, Utah does hereby proclaim June, 2025, as Pride Month.

APPROVED AND ADOPTED this 21st day of May, 2025.
SUMMIT COUNTY COUNCIL

Tonja B. Hanson, Chair

Canice Harte, Vice-Chair

Christopher F. Robinson

Roger Armstrong

Megan McKenna

Evelyn Furse, Clerk



MINUTES

SUMMIT COUNTY

County Council

SUMMIT COUNTY COURTHOUSE

60 NORTH MAIN STREET, COALVILLE, UT, 84017

WEDNESDAY, APRIL 9, 2025

Meeting also conducted via Zoom.

DRAFT

1. **Closed Session (2:16 PM)**

Canice Harte made a motion to enter closed session to discuss property acquisition. (2:16 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

1) ***Property acquisition (2:16 PM)***

Council Members Hanson, Harte, Robinson, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas and Executive Secretary Annette Singleton met in closed session to discuss property acquisition. (2:16 PM)

Christopher Robinson made a motion to leave closed session and enter open session. (3:01 PM). Canice Harte seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Move to Council chambers (3:01 PM)

2. **Pledge of Allegiance (3:01 PM)**

Tonja B Hanson
Christopher Robinson
Canice Harte
Megan McKenna

Excused: Roger Armstrong

Shayne Scott
Janna Young
Dave Thomas
Helen Strachan
Peter Barnes
Eve Furse
Brian Craven

3. **Convene as the Board of Equalization (3:01 PM)**

Megan McKenna made a motion to convene as the Board of Equalization. (3:02 PM). Canice Harte seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.

Christopher Robinson stepped out of the meeting. (3:02 PM)

Tonja B Hanson	Shayne Scott
Canice Harte	Janna Young
Megan McKenna	Dave Thomas
Absent: Christopher Robinson	Helen Strachan
Excused: Roger Armstrong	Peter Barnes
	Eve Furse
	Brian Craven

- 1) ***Discussion and approval of Applications for Exemption of 501(c) (3) organizations and Continued Property Tax Exemption Annual Statements with changes; Chase Black*** (3:02 PM)

Attachment: Cover Page

Attachment: 501c3 Exemptions Staff Report 2025.04.09.pdf

Chief Deputy Auditor Chase Black presented the applications. Auditing Technician Jessika O'Brien presented the Annual Statements. Council Members commented and asked questions. Manager Shayne Scott also asked questions. The presenters and Deputy Civil Attorney Helen Strachan and Assessor Stephanie Poll responded. (3:02 PM)

Christopher Robinson returned to the meeting. (3:08 PM)

Tonja B Hanson	Shayne Scott
Christopher Robinson	Janna Young
Canice Harte	Dave Thomas
Megan McKenna	Helen Strachan
Excused: Roger Armstrong	Peter Barnes
	Eve Furse
	Brian Craven

After being sworn in by Clerk Eve Furse, Darin Haskell, Ivory Innovations Chief Operating Officer, responded to Council Members' questions. (3:28 PM)

Christopher Robinson made a motion to approve applications for property tax exemption of 501(c) (3) organization Ivory Innovations for parcel numbers FC-4-401 through FC-4-412. (3:47 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Gordon Byers at Creekside Christian Fellowship responded to the Council's questions. (3:47 PM)

Megan McKenna made a motion to approve application for Property Tax Exemption of 501(c) (3) organization Creekside Christian Fellowship. (3:51 PM). Christopher Robinson seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Chief Deputy Auditor Chase Black presented a formal revocation of the exemption status for parcel JR-3-349, previously owned by the Sisters of the Holy Cross. (3:52 PM)

Megan McKenna made a motion to revoke the property tax exemption for parcel number JR-3-349. (3:52 PM). Christopher Robinson seconded, and all

voted in favor, (4-0). Absent: Roger Armstrong.

Christopher Robinson made a motion to approve Continued Property Tax Exemption Annual Statements through 2025 for the 2024 Exempt Properties who properly and timely filed their Annual Statements. (3:53 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Christopher Robinson made a motion to dismiss as the Board of Equalization. (3:53 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

4. **Consideration of Approval** (3:53 PM)

- 1) ***Discussion and action regarding a Discretionary Tax Abatement for Rich Fahey, Parcel CD-575-A; Stephanie Poll*** (3:54 PM)

Attachment: Cover Page

Attachment: Fahey Discretionary Tax Abatement Request.pdf

Attachment: Staff Recommendation Discretionary Abatement CD-575-A.pdf

Assessor Stephanie Poll presented the request for abatement. (3:54 PM)

Christopher Robinson made a motion to approve a Discretionary Tax Abatement for Rich Fahey and Heather Scaglione, Parcel CD-575-A in the amount of \$2,172.01. (3:57 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Rich Fahey, the applicant, appeared and thanked the Council for their consideration. (3:57 PM)

- 2) ***Discussion and approval of Proclamation 2025-01, a Proclamation Declaring April 13-19, 2025, National Public Safety Telecommunicators Week; Kacey Bates*** (3:58 PM)

Attachment: Cover Page

Attachment: Proclamation 2025-01 National Public Safety Telecommunicators Week.docx

Chief Deputy Sheriff Kacey Bates presented, along with Chad Hoffmeyer, Lieutenant of Communications Division, and Spencer Harrison, Public Safety/9-1-1 Communications, the proposed 2025-01, a Proclamation Declaring April 13-19, 2025, National Public Safety Telecommunicators Week. Council Members commented. (3:58 PM)

Christopher Robinson made a motion to approve Proclamation 2025-01, a Proclamation Declaring April 13-19, 2025, National Public Safety Telecommunicators Week. (4:07 PM). Canice Harte seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Attachment: Proclamation 2025-01 National Public Safety Telecommunications Week Executed

- 3) ***Discussion and approval of Resolution 2025-10, a Resolution of the Summit County Council Adopting a Project Specific Procurement Policy for the Weber River Watershed Resilience Partnership Project; Janna Young*** (4:08 PM)

Attachment: Cover Page

Attachment: Staff Report_EPASTAGGrant_ProcurementPolicy.pdf

Attachment: Specific Project Procurement Policy (Resolution 4.2.2025) (004).pdf

Deputy Manager Janna Young presented the proposed Resolution 2025-10, a Resolution of the Summit County Council Adopting a Project Specific Procurement Policy for the Weber River Watershed Resilience Partnership Project. (4:08 PM)

Council members commented and asked questions. Deputy Young responded. (4:19 PM)

Canice Harte made a motion to approve Resolution 2025-10 adopting a Project Specific Procurement Policy for the Weber River Watershed Resilience Partnership Project. (4:13 PM). Christopher Robinson seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Attachment: Res 2025-10 Weber River Watershed Resilience Partnership Project Executed

- 4) ***Continued discussion and approval of Resolution No. 2025-07, a Resolution Creating Bylaws for the Summit County Housing Authority; Jeff Jones*** (4:19 PM)

Attachment: Cover Page

Attachment: Staff Report to County Council April 9th 2025.pdf

Attachment: Draft Resolution 2025-07 re Housing Authority Bylaws.pdf

Attachment: Presentation Resolution No. 2025-07 & Bylaws of the Summit County Housing Authority.pdf

Housing and Economic Development Director Jeff Jones explained the proposed bylaws of Resolution No. 2025-07. Council Members commented and asked questions. Director Jones responded. (4:20 PM)

Council Members commented and asked questions. Director Jones responded. (4:24 PM)

Christopher Robinson made a motion to adopt Resolution No. 2025-07 creating Bylaws for the Summit County Housing Authority. (4:27 PM). Canice Harte seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Attachment: Res 2025-07 Summit County Housing Authority Executed

- 5) ***Discussion and approval of Council representation on the Summit County Housing Authority*** (4:27 PM)

Attachment: Cover Page

Attachment: Res 2025-07 Summit County Housing Authority

Christopher Robinson made a motion to Appoint Canice Harte for a 2-year term, Tonja Hanson for a 3-year term, and Megan McKenna for a 4-year term to serve on the Summit County Housing Authority. (4:28 PM). Canice Harte seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

- 6) ***Discussion and adoption of Ordinance No. 992, a Temporary Zoning Ordinance Amending Summit County Development Code, Title 10, Chapter 3, to Establish an Administrative Development Agreement Process Within the Snyderville***

Basin Planning District Consistent with the Requirements of Utah Code §63N-3-603; Peter Barnes (4:30 PM)

Attachment: Cover Page

Attachment: Staff Report-Temporary Zoning Ordinance.docx

Attachment: Ordinance No. 992 TZO (Administrative Development Agreement)-Corrected.pdf

Community Development Director Peter Barnes presented the proposed Ordinance No. 992, a Temporary Zoning Ordinance Amending Summit County Development Code, Title 10, Chapter 3, to Establish an Administrative Development Agreement Process Within the Snyderville Basin Planning District Consistent with the Requirements of Utah Code §63N-3-603. (4:30 PM)

Council members asked questions and made comments. Director Barnes and Chief Deputy Civil Attorney Dave Thomas responded. (4:35 PM)

Christopher Robinson made a motion to adopt Ordinance No. 992 amending Summit County Development Code, Title 10, Chapter 3, to Establish an Administrative Development Agreement Process Within the Snyderville Basin Planning District Consistent with the Requirements of Utah Code §63N-3-603. (4:54 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Attachment: Ord 992 Executed

7) Council Minutes dated January 22, 2025 and February 5, 2025 (4:54 PM)

Attachment: Cover Page

Attachment: SCC Draft Minutes 01-22-25

Attachment: SCC Draft Minutes 02-05-25

The February 5, 2025 Minutes will be resubmitted for approval when a quorum may be present. (4:55 PM)

Canice Harte made a motion to adopt Council Minutes dated January 22, 2025 as presented in the packet. (4:55 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

8) Council and Manager comments (4:55 PM)

Megan McKenna provided updates about her work on behalf of the County last week. (4:57 PM)

Christopher Robinson provided updates about his work on behalf of the County last week. (5:00 PM)

Tonja B Hanson detailed her activities on behalf of the County last week. (5:06 PM)

Shayne Scott informed the Council about events at the County. (5:07 PM)

Dave Thomas responded to the Council's questions regarding the Kouri Richins trial. (5:11 PM)

5. Public Input (6:00 PM)

Council Chair Tonja Hanson opened the meeting for public input. (6:00 PM)
No one appeared to comment.
Council Chair Tonja Hanson closed the meeting for public input.

7. **Adjournment** (6:01 PM)

Tonja B Hanson made a motion to adjourn. 0 seconded.

Tonja B. Hanson, Chair

Eve Furse, Clerk



MINUTES

SUMMIT COUNTY

County Council

RICHINS AUDITORIUM

1885 W. UTE BLVD., PARK CITY, UT, 84098

WEDNESDAY, APRIL 23, 2025

Meeting also conducted via Zoom.

DRAFT

1. **Work Session (11:19 AM)**

Christopher Robinson

Tonja B Hanson

Canice Harte

Megan McKenna

Excused: Roger Armstrong

Shayne Scott

Janna Young

Margaret Olson

Dave Thomas

Ryan Stack

Jen Chappell

Eve Furse

Ron Boyer

Brian Craven

1) ***Pledge of Allegiance*** (11:20AM)

2) ***Interview five applicants for vacancies on the Summit County Housing Authority Board of Commissioners*** (11:20 AM)

Attachment: Cover Page

Attachment: Interview Schedule-Housing Authority Board of Commissioners

Council interviewed Craig Elliott. (11:21 AM)

Council interviewed Jennifer Lewis. (11:34 AM)

Council interviewed Michael Jaquet. (11:49 PM)

Council interviewed Cami Richardson. (12:09 PM)

Council interviewed Maureen Lahey. (12:26 PM)

Lunch break (12:43 PM)

2. **Work Session, Continued (1:11 PM)**

1) ***Interview eight applicants for vacancies on the Summit County Housing Authority Board of Commissioners (1:11 PM)***

Council interviewed Rich Sonntag. (1:11 PM)

Council interviewed Angelica Espinoza. (1:25 PM)

Council interviewed Kristen Schulz. (1:45 PM)

Council interviewed Lola Beatlebrox. (2:00 PM)

Council interviewed Gregory Ehlinger. (2:19 PM)

Council interviewed Joan Meixner. (2:34 PM)

Council interviewed Jason Travis. (2:48 PM)

Council interviewed Colin DeFord. (3:01 PM)

Canice Harte made a motion to enter closed session for personnel. (3:16 PM). Christopher Robinson seconded, and all voted in favor, (4-0). Absent: Roger Armstrong.

Move to conference room (3:16 PM)

3. **Closed Session (3:16 PM)**

1) ***Personnel (3:16 PM)***

Council Members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Chief Civil Deputy Attorney Dave Thomas and Executive Secretary Annette Singleton met in closed session to discuss personnel. (3:16 PM)

Christopher Robinson made a motion to leave closed session to discuss personnel and enter closed session to discuss property acquisition. (3:40 PM). Canice Harte seconded, and all voted in favor, (5-0).

2) ***Property Acquisition (3:40 PM)***

Council Members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Chief Civil Deputy Attorney Dave Thomas, Civil Deputy Attorney Helen Strachan, Public Works Director John Angell and Executive Secretary Annette Singleton met in closed session to discuss property acquisition. (3:40 PM)

Christopher Robinson made a motion to leave closed session and enter open session. (4:26 PM). Canice Harte seconded, and all voted in favor, (5-0).

Move to auditorium (4:43 PM)

4. **Consideration of Approval (4:45 PM)**

1) ***Advice and consent to County Manager's recommendation to appoint a member to the Summit County Board of Health (4:43 PM)***

Attachment: Cover Page

Attachment: Appointment to Board of Health

Council Member Robinson not present. (4:43 PM)

Tonja B Hanson
Canice Harte
Megan McKenna
Excused: Roger Armstrong
Christopher Robinson

Shayne Scott
Janna Young
Margaret Olson
Dave Thomas
Ryan Stack
Jen Chappell
Eve Furse
Ron Boyer
Brian Craven

Manager Shayne Scott recommends appointing Deepani Jinadasa to serve Stephan Trapp's unexpired term on the Summit County Board of Health. Deepani's term will expire on December 31, 2026. (4:43 PM)

Canice Harte made a motion to appoint Deepani Jinadasa to serve Stephan Trapp's unexpired term on the Summit County Board of Health ending December 31, 2026. (4:45 PM). Megan McKenna seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.

2) ***Discussion about appointment of members to serve on the Summit County Housing Authority Board of Commissioners*** (4:45 PM)

Attachment: Cover Page

Attachment: Appointments to Summit County Housing Authority Board of Commissioners.pdf

The Council tabled the appointments until next week's meeting. (4:45 PM)

3) ***Council and Manager comments*** (4:45 PM)

Council Member Megan McKenna provided updates about her activities on behalf of the Council last week. (4:46 PM)

Council Member Robinson joined the meeting. (4:47 PM)

Christopher Robinson
Tonja B Hanson
Canice Harte
Megan McKenna
Excused: Roger Armstrong

Shayne Scott
Janna Young
Margaret Olson
Dave Thomas
Ryan Stack
Jen Chappell
Eve Furse
Ron Boyer
Brian Craven

Council Chair Tonja B Hanson provided updates about her activities on behalf of the Council last week. (4:48 PM)

Deputy Manager Janna Young responded to questions from the Council about coffee with constituents. (4:49 PM)

Manager Shayne Scott let the Council know about issues in the County with respect to federal funding. (4:56 PM)

Council Member Canice Harte left the meeting in person and switched to attend the rest of the meeting on Zoom. (4:59 PM)

5. **Work Session, Continued** (4:59 PM)

1) ***Discussion and public comment regarding West 200 South*** (the Gun Club Road)
(4:59 PM)

Attachment: Map-Gun Club Road Discussion

Attachment: Cover Page

Attachment: Petition for 200 S Improvement

Rich Wolper, Mark 25, LLC Chief Executive Officer and representative of Wakara Ridge, provided background and information about the developments involving Gun Club Road. (5:00 PM)

Jeremy Reutzel, Wakara Ridge Attorney from Bennett Tueller Johnson & Deere, provided additional information. (5:11 PM)

Council Members commented and asked questions. (5:13 PM)

Civil Deputy Attorney Ryan Stack explained a draft document resolving the Gun Club Road use issues that was sent to Wakara Ridge and that Wakara Ridge did not agree to. (5:17 PM)

Attorney Reutzel was unable to secure permanent alternative access and required long-term access for heavier vehicles. (5:20 PM)

Council Chair Hanson opened the meeting for public comment. (5:23 PM)

Jeremy Bristol, a founding Kamas Valley Preservation Association member, commented on the Gun Club Road issue and provided a petition from local residents with possible solutions. (5:23 PM)

Chief Civil Deputy Attorney Dave Thomas responded to Council's questions about the difficulties with putting a road through the preserve. Council discussed the issues. (5:31 PM)

Andrew (Andy) Bath commented on the Gun Club Road issues. (5:34 PM)

Katie Cannarella asked questions to which the Wakara Ridge representatives responded. (5:39 PM)

Anthony Mariani commented on the Gun Club Road. (5:46 PM)

Council Chair Hanson closed the meeting for public comment. (5:47 PM)

Council Member's added further explanation about the negotiations to date. (5:48 PM)

CEO Wolper and Council Member Robinson talked about permanent access through the preserve. (5:53 PM)

Canice Harte left the meeting. (6:05 PM)

Christopher Robinson
Tonja B Hanson
Megan McKenna
Absent: Roger Armstrong
Canice Harte

Shayne Scott
Janna Young
Dave Thomas
Eve Furse
Jen Chappell
Ron Boyer

6. **Public Input** (6:05 PM)

Council Chair Hanson opened the meeting for public input. (6:06 PM)
No one appeared.
Council Chair Hanson closed the meeting for public input.

7. **Discussion and public input session regarding House Bill 356: a legislative change in how Summit County residents elect County Council members** (6:06 PM)

Attachment: Sign-In Sheet 4-23-25

Jeffrey (Jeff) Pierce spoke about House Bill 356. (6:12 PM)

Council Chair Hanson introduced House Bill 356. (6:07 PM)

Reed Galen spoke about House Bill 356. (6:14 PM)

Debi Scoggan spoke about House Bill 356. (6:16 PM)

Dawn Langston spoke about House Bill 356. (6:20 PM)

Kris Campbell spoke about House Bill 356. (6:22 PM)

Julie Michie spoke about House Bill 356. (6:25 PM)

Meredith Reed spoke about House Bill 356. (6:25 PM)

Joanna Charnes spoke about House Bill 356. (6:27 PM)

Bari Nan Rothchild spoke about House Bill 356. (6:28 PM)

Pat O'Connell spoke about House Bill 356. (6:29 PM)

Margaret Olson spoke about House Bill 356. (6:31 PM)

Logan Wysong spoke about House Bill 356. (6:34 PM)

Malena Stevens spoke about House Bill 356. (6:36 PM)

Kathy Mears spoke about House Bill 356. (6:40 PM)

Anne Kirvan spoke about House Bill 356. (6:44 PM)

Kammie Montgomery spoke about House Bill 356. (6:46 PM)

Lou Bauman spoke about House Bill 356. (6:48 PM)

Helen Nadel spoke about House Bill 356. (6:50 PM)

Ben Gallagher spoke about House Bill 356. (6:54 PM)

John Nuffer spoke about House Bill 356. (6:57 PM)

Trenton Bosworth spoke about House Bill 356. (7:59 PM)

Amy Lecocq spoke about House Bill 356. (7:01 PM)

Elizabeth Green spoke about House Bill 356. (7:03 PM)

Renate Dalton spoke about House Bill 356. (7:04 PM)

DeLoy Bisel spoke about House Bill 356. (7:06 PM)

Council Member Hanson closed the meeting for public comment. (7:09 PM)

Council Members commented. (7:10 PM)

8. **Adjournment** (7:29 PM)

Christopher Robinson made a motion to adjourn. 0 seconded.

Tonja B. Hanson, Chair

Eve Furse, Clerk



MINUTES

SUMMIT COUNTY

County Council

SUMMIT COUNTY COURTHOUSE

60 NORTH MAIN STREET, COALVILLE, UT, 84017

WEDNESDAY, APRIL 30, 2025

Meeting also conducted via Zoom.

DRAFT

1. **Work Session** (3:30 PM)

Tonja B Hanson
Canice Harte
Roger Armstrong
Megan McKenna
Absent: Christopher Robinson

Shayne Scott
Janna Young
Margaret Olson
Dave Thomas
Carl Miller
Tiffanie Robinson
Brandon Brady
Senta Beyer
Josh Stewart
Melissa Mendez
Brian Craven

1) ***Pledge of Allegiance*** (3:31 PM)

2) ***Interview applicant for vacancy on the Park City Fire Service District Administrative Control Board*** (3:31 PM)

Attachment: Cover Page

Attachment: Interview Schedule-PC Fire.pdf

Christina Miller was interviewed by the Council. (3:31 PM)

Council Members commented and asked questions. Christina Miller responded. (3:38 PM)

3) ***Discussion regarding 2025 Summit County Fair events; Tyler Orgill*** (3:52 PM)

Attachment: Cover Page

Attachment: 2025 Council Fair Presentation.pptx

Tyler Orgill, Events Manager, presented on the 116th County Fair 2025. (3:52 PM)

Council Members commented and asked questions. Manager Orgill responded. (4:00 PM)

4) ***Tour of Coalville Bikeshare station, introduction of new Summit Bike Share logo, and photo session; Senta Beyer, and Josh Stewart*** (4:04 PM)

Carl Miller, Regional Transportation Planning Director, introduced Senta Beyer, Active Transportation Planning Manager, Josh Stewart, Marketing Bike Share Coordinator, and the Operations Team from Bike Share. Director Miller then presented the new Coalville Bikeshare Station and the new logo. (4:04 PM)

Council Members commented and asked questions. The presenters responded. They invited the Council to go outside and view the new bike stations. (4:06 PM)

Christopher Robinson joined the meeting via ZOOM. (4:10 PM)

Tonja B Hanson
Canice Harte
Roger Armstrong
Christopher Robinson
Megan McKenna

Shayne Scott
Janna Young
Margaret Olson
Dave Thomas
Carl Miller
Tiffanie Robinson
Brandon Brady
Senta Beyer
Josh Stewart
Melissa Mendez
Brian Craven

Move to conference room (4:20 PM)

2. Closed Session (4:28 PM)

Roger Armstrong made a motion to enter closed session to discuss personnel. (4:28 PM) . Canice Harte seconded, and all voted in favor, (5-0).

1) Personnel (4:28 PM)

Council Members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Attorney Margaret Olson, Personnel Management Director David Warnock and Executive Secretary Annette Singleton met in closed session to discuss personnel. (4:28 PM)

Attachment: Closed Meeting Affidavit 4-30-2025

Canice Harte made a motion to leave closed session and enter open session. (5:02 PM). Christopher Robinson seconded, and all voted in favor, (5-0).

Move to Council chambers (5:05 PM)

3. Convene as the Behavioral Health Authority (5:05 PM)

Canice Harte made a motion to convene as the Behavioral Health Authority. (5:05 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

1) Discussion and training on role as the Behavioral Health Local Authority; Aaron Newman (5:05 PM)

Attachment: Cover Page

Attachment: 2025 LA Training.pdf

Aaron Newman, Behavioral Health Director, trained the Council on the role it's role as the Behavioral Health Local Authority. (5:06 PM)

Council Members commented. (5:16 PM)

Canice Harte made a motion to dismiss as the Behavioral Health Authority. (5:17 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

4. Consideration of Approval (5:17 PM)

1) Discussion and adoption of Proclamation 2025-02, a Proclamation Declaring May, 2025, Mental Health Awareness Month; Aaron Newman and Anna Frachou (5:17 PM)

Attachment: Cover Page

Attachment: Proclamation 2025-02 Mental Health Month.docx

Aaron Newman, Behavioral Health Director, and Anna Frachou, Director of the Mental Health Alliance, presented a proclamation to declare May as Mental Health Awareness Month. (5:17 PM)

Canice Harte made a motion to adopt Proclamation 2025-02, a Proclamation Declaring May, 2025, as Mental Health Awareness Month. (5:22 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

Attachment: Proclamation 2025-02 Mental Health Awareness Month Executed

2) Adoption of Resolution 2025-11, a Resolution Appointing a Member to Serve on Park City Fire Service District Administrative Control Board (5:23 PM)

Attachment: Cover Page

Attachment: Resolution 2025-11-Appointment to Park City Fire ACB.docx

Council Chair Hanson opened the meeting for public comment. (5:23 PM)

No one appeared to comment.

Council Chair Hanson closed the meeting for public input.

Roger Armstrong made a motion to approve Resolution 2025-11, a Resolution Appointing Christina Miller to Serve on Park City Fire Service District Administrative Control Board to serve the unexpired term of Steven Brilley ending December 31, 2026. (5:23 PM). Canice Harte seconded, and all voted in favor, (5-0).

Attachment: Res 2025-11 Park City Fire District Admin Control Board Executed

- 3) ***Discussion and approval of Resolution No. 2025-07A, a Resolution Amending the Bylaws for the Summit County Housing Authority; Madlyn McDonough*** (5:23 PM)

Attachment: Cover Page

Attachment: Staff Report_4.30.25.pdf

Attachment: Amended Bylaws_4.30.24.pdf

Attachment: Presentation_4.30.25.pptx

Housing Manager Madlyn McDonough presented the Resolution. (5:23 PM)

Canice Harte made a motion to approve Resolution No. 2025-07A, a Resolution Amending the Bylaws for the Summit County Housing Authority as presented. (5:25 PM). Christopher Robinson seconded, and all voted in favor, (5-0).

Attachment: Res 2025-07A Summit County Housing Authority Amending Bylaws Executed

- 4) ***Discussion and appointment of members to serve on the Summit County Housing Authority Board of Commissioners*** (5:26 PM)

Attachment: Cover Page

Attachment: Appointments to Summit County Housing Authority Board of Commissioners.docx

Attachment: Current Members 042425.doc

Council Members commented on the high quality of the applicants who applied to serve on the Summit County Housing Authority Board of Commissioners. (5:26 PM)

Canice Harte made a motion to appoint Kristen Schultz to a term ending February 28, 2030, and Jennifer Lewis, Joan Meixner, and Rich Sonntag to terms ending February 28, 2026 on the Summit County Housing Authority Board of Commissioners. (5:27 PM). Christopher Robinson seconded, and all voted in favor, (4-0). Abstain: Roger Armstrong.

- 5) ***Discussion and approval of a road dedication of a section of Woodenshoe Lane; Brandon Brady*** (5:27 PM)

Attachment: Cover Page

Attachment: Woodenshoe Lane Ded Plat Staff Report 043025.pdf

Engineer Brandon Brady proposed the dedication of a section of Woodenshoe Lane. (5:30 PM)

The Council commented and asked questions. Engineer Brady, supported by Chief Civil Deputy Attorney Dave Thomas, responded. (5:33 PM)

Canice Harte made a motion to approve the road dedication of a section of Woodenshoe Lane as presented. (5:37 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

- 6) ***Council Minutes dated February 5, 2025, February 12, 2025, and February 19, 2025*** (5:37 PM)

Attachment: Cover Page

Attachment: SCC Draft Minutes 02-05-25

Attachment: SCC Draft Minutes 02-12-25

Canice Harte made a motion to approve the Council minutes from February 5, 2025 as presented in the packet. (5:37 PM). Roger Armstrong seconded, and all voted in favor, (4-0). Abstain: Christopher Robinson.

Roger Armstrong made a motion to approve the Council minutes from February 12, 2025 as contained in the packet. (5:37 PM). Megan McKenna seconded, and all voted in favor, (4-0). Abstain: Canice Harte.

Canice Harte made a motion to approve the Council minutes from February 19, 2025 as presented in the packet. (5:37 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

7) **Council and Manager comments** (5:37 PM)

Council Member Megan McKenna provided updates about her activities on behalf of the Council last week. (5:37 PM)

Manager Shayne Scott updated the Council about activities at the County. (5:41 PM)

5. **Public Input** (6:00 PM)

Council Chair Hanson opened the meeting for public input. (6:00 PM)
No one appeared to comment.
Council Chair Hanson closed the meeting for public input.

6. **Public Hearings** (6:01 PM)

- 1) **Public Hearing and approval of a Plat Amendment for Silver Creek Estates Unit I Block 3 Lot 1 Amended, which will adjust the northern property boundary and modify a portion of a public road involving parcels SL-I-3-1, 0.94 acres, and SL-I-3-SC-X, 0.04 acres, 7300 North Greenfield Drive. Applicant: Michael Kendell, Summit County Project Engineer. Owner(s): Kurt F. and Tracy A. Swenson and Summit County. Project #25-10. Tiffanie N. Robinson, Senior Planner.** (6:01 PM)

Attachment: Cover Page

Attachment: SL-I-3-1 Plat Amendment SCC PH 4.30.2025 #25-010

Attachment: Silver Creek Plat I Unit 3 lot 1 Plat Amend SCC PH 4.30.2025

Planner Robinson presented on the plat amendment. (6:01 PM)

Council Members commented and asked questions. (6:05 PM)

Council Chair Hanson opened the Public Hearing. (6:08 PM)
No one appeared to comment.
Council Chair Hanson closed the Public Hearing.

Roger Armstrong made a motion to approve a Plat Amendment for Silver Creek Estates Unit I Block 3 Lot 1 Amended. (6:09 PM). Canice Harte seconded, and all voted in favor, (5-0).

- 2) **Public hearing regarding options for changing the name of Tech Center Drive, in Park City, Utah, and approval of Road Name Change Ordinance No. 993; Brandon Brady.** (6:08 PM)

Attachment: Cover Page

Attachment: Tech Center Drive Name Change Staff Report 043025.pdf

Attachment: Road Name Change Ordinance No. 993.doc

Engineer Brady presented the name change. He recommended tabling this item for future discussion. (6:08 PM)

The Council commented and asked questions. (6:12 PM)

Public Hearing Comments postponed until next month. (6:17 PM)

7. **Adjournment** (6:20 PM)

Canice Harte made a motion to approve Adjourn. (6:20 PM). 0 seconded.



Staff Report

MEETING DATE: May 21, 2025

TO: Summit County Council

SUBJECT: Cline Dahle and Fire Station 35 RFP
Respondent Presentations/Interviews

**ISSUING
DEPARTMENT:** Summit County Administration
Economic Development and Housing Office

STAFF: Jeffrey B Jones, AICP
Economic Development & Housing Director
jjones@summitcountyutah.gov

ITEM: Informational

<u> X </u>	RFP RESPONDENT PRESENTATIONS/INTERVIEWS
<u> </u>	MOTION
<u> </u>	ORDINACE
<u> </u>	DEED RESTRICTIONS
<u> </u>	RESOLUTION
<u> </u>	GRANT AGREEMENT

BACKGROUND/EXISTING CONDITIONS

- On November 13, 2024, the Summit County Council directed staff to augment the draft Request for Proposals (“RFP”) for the Cline Dahle – Fire Station 35 properties and publish the RFP accordingly.
- Staff revised the draft RFP and published/released the [Cline Dahle – Fire Station 35 RFP](#) on January 6, 2025. The RFP closing date was 3:00 P.M. MST, on March 24, 2025.

- On March 24, 2025, the County received responses from six (6) companies.
- An internal staff RFP evaluation committee met on April 18, 2025, to preliminary evaluate the six (6) proposals and ranked them as outlined in the RFP. The staff's internal ranking will be compiled with the final rankings from the Summit County Council.
- Proposals will be judged based on the written submittals, presentations, and requested supplemental information, as applicable.
- In preparation for the May 21, 2025, Summit County Council Meeting, respondents were asked to address three (3) areas of focus. **The project summaries**, design elements and preferred form of partnership with Summit County are included in the attached presentations.
 - **Focus Area 1: Project Summary**
 - Total proposed number of units
 - Total proposed deed restricted units below <80% AMI (Moderate Income Housing Units).
 - Total proposed restricted units between 80% and 120% AMI (Attainable Housing Units)
 - Total proposed market rate (unrestricted) units.
 - Total proposed commercial SQ/FT.
 - Total proposed SQ/FT of office/civic space.
 - Total proposed acres of park/open space
 - **Focus Area 2: Master Plan Design**
 - How does the design address the 13 neighborhood elements outlined in the RFP.
 - **Focus Area 3: Preferred form of partnership with Summit County?**
 - Why?

SCHEDULED PRESENTATION TIMELINES (30 Minutes)

- 2:00PM-2:30PM, Brinshore Development, L.L.C., and GTS Development Services
- 2:30PM-3:00PM, Evergreen Devco.
- 3:00PM- 3:30PM, Columbus Pacific Development
- 3:30PM-4:00PM, Layton Legacy Jeremy Village LLC
- 4:00PM-4:30PM, JF Development Group LLC
- 4:30PM-5:00PM Crandall Capital

NEXT STEPS

Next Steps are to complete the evaluation selection process and award the RFP at a future public meeting. Upon selection of the preferred developer partner, the Summit County Council shall begin the Agreement to Negotiate Exclusively process. Related next steps include rezoning the property and other entitlement processes necessary to accommodate the selected development proposal.

As outlined in the RFP, The Summit County Council reserves the right to conduct additional fact findings and extend its deliberation period as necessary to evaluate the proposals.

ACTION REQUESTED

That the County Council receive the presentations by the six (6) RFP respondents and direct questions regarding their proposal/presentations as deemed necessary to further evaluate the proposals.

ATTACHMENTS

1. 200PM-230PM Brinshore Development, L.L.C., and GTS Development Services Cline Dahle Council Presentation

2. 230PM-300PM Evergreen Devco, Inc Cline Dahle RFP Council Presentation
3. 300PM- 330PM Columbus Pacific Development Cline Dahle County Council Presentation
4. 330PM-400PM Layton Legacy Jeremy Village LLC Cline Dahle Council Presentation
5. 400PM-430PM JF Development Group LLC Cline Dahle Council Presentation
6. 430PM-500PM Crandall Capital Cline Dahle Council Presentation

CLINE DAHLE DEVELOPMENT



PRESENTERS



DAVID BRINT

Co-Founder and Principal
Brinshore Development



KARLY BRINLA

Senior Vice President
Brinshore Development



STEPHEN SWISHER

Principal
GTS Development Services



LISA SWISHER

Principal
GTS Development Services



JEFF KNIGHTON

Principal
Knighton Architecture + Planning



SUE BANERJEE

Executive Director
PC Tots



KATIE WILKING

Senior Managing Director
Berkshire Hathaway Utah Properties

PROJECT SUMMARY

HOUSING

- Total units: 166 (146 rental, 20 for sale)
- 80% AMI rental units: 134
- 80% to 120% AMI rental units: 12
- Market-rate rental units: 0
- Affordability of for-sale units flexible

AMENITIES AND COMMERCIAL

- Daycare: 4,000 SF
- Resident-run café: 1,000 SF
- Amenity and support space : 7,900 SF
 - Community room and fitness room
 - Leasing office and recycling /compost
- Existing fire station for commercial use: 8,000 SF

LAND USE

- Rental housing + commercial/amenity: 5 acres
- For-sale housing: 1.5 acres
- New fire station: 1.5 acres
- Park: 6.5 acres
- Nature preservation area: Approx. 13 acres











RENTAL AFFORDABILITY MIX

Unit Type	20% AMI	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	Total
1BR	8	7	26	23	3	0	4	71
2BR	0	1	10	15	2	0	2	30
3BR	5	5	6	5	3	3	3	30
4BR	2	2	3	2	0	3	3	15
Total	15	15	45	45	8	6	12	146

- Total units: 146 (281 bedrooms) – includes all three rental phases
- Percentage affordable (rent-restricted): 100%
- Range of tenant income tiers (percentages of Area Median Income)
- **Maximizes scoring for competitive tax credits**

PHASING OF RENTAL HOUSING

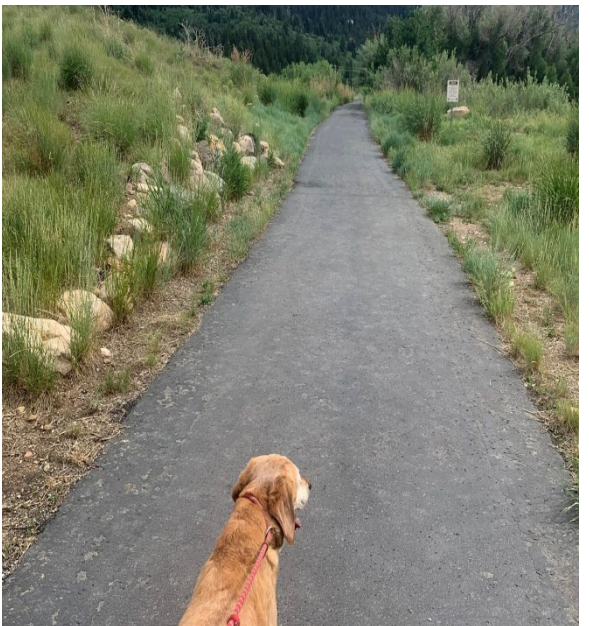


THIRTEEN NEIGHBORHOOD ELEMENTS



1. NATURAL FEATURE PRESERVATION
2. SCENIC VIEWS
3. PARKS AND OPEN SPACES

THIRTEEN NEIGHBORHOOD ELEMENTS



- 4. PEDESTRIAN FRIENDLY
- 5. BIKE FRIENDLY
- 6. CONNECTED STREETS
- 7. ACCESSIBILITY



THIRTEEN NEIGHBORHOOD ELEMENTS

- 8. HUMAN SCALE DESIGN
- 9. MIX OF ACTIVITIES
- 10. URBAN-SUBURBAN-RURAL INTERFACE



THIRTEEN NEIGHBORHOOD ELEMENTS

- 11. HOUSING FOR DIVERSE INCOMES AND GENERATIONS
- 12. HOUSING VARIETY
- 13. UNIQUE AND INTEGRATED DESIGN ELEMENTS



PARTNERSHIP WITH SUMMIT COUNTY

OWNERSHIP

- Park owned/operated by County
- Housing owned/operated by developer partners (ground lease)
- New fire station owned/operated by Park City Fire District
- Existing fire station owned/operated by TBD commercial purchaser (sale proceeds to County)

SITE ACQUISITION

- Ground lease to project owner for 99 years at \$1 per year (\$99 to be paid at closing), County maintains long-term ownership
- County will take back a Note that will accrue interest and be repaid from the cash flow waterfall

SUMMIT COUNTY SOFT LOAN

- \$5.6M requested (between the three rental phases)
- Repayment via project cash flow waterfall

WAIVER OF IMPACT FEES

- Promotes project feasibility
- Useful to leverage other funding sources

COMMUNITY BENEFITS

HOUSING AND AMENITIES

- Mix of unit types, rental/ownership, and unit size.
- Exceeds 50% Inclusionary Obligation: 146 affordable rental units.
- Large amount of open space and amenities (including daycare).

MOBILITY

- Collaboration with High Valley Transit to include bus stop.
- Enhance connectivity to surrounding neighborhoods via trails
- Secure bicycle parking.
- Shared-use public parking and mobility infrastructure.

SUSTAINABILITY

- Prioritizing decarbonization: high energy efficiency, all-electric buildings, and EV charging stations.
- Incorporate passive design strategies to optimize natural light, ventilation, and thermal performance.
- Recycling and composting on site.



COMMUNITY BENEFITS

SITE PLANNING AND ARCHITECTURE

- Density that facilitates a vibrant community and welcoming environment for families.
- Mixed-use and traditional neighborhood development with activated streetscape via daycare, amenity space, and commercial space.
- Integrated public art from local artists.
- Proposed master plan includes creation of 15-acre park.

FIRE STATION 35

- Proposed reuse of existing building for a commercial tenant.
- Leasing brokerage included as team member.
- The project proposes locating the new fire station at the north end of the site.





THANK YOU

QUESTIONS?

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APPENDIX



BRINSHORE DEVELOPMENT

WHO WE ARE

- Established in 1994
- HQ in Evanston, IL
- Offices in Evanston, Kansas City, St. Louis, Houston, Hilton Head, and Denver

WHAT WE DO

- Developers of over 10,000 Units in 120+ mixed-income communities valued above \$2B
- Active in 17 states + Washington DC
- Priority on high-quality design
- Comprehensive H.E.A.R.T. approach beyond bricks and mortar
- Long-term ownership of properties



BRINSHORE: THIRTY YEARS OF BUILDING COMMUNITY

Hollow Tree I
Prairie Park
Larkin Village
Renaissance Gold
Goldman
Hollow Tree II
Melrose Commons
Westhaven Park Apartments
Sala Flats
Mahalia Place
Westhaven Park Tower Rental
Red Maple Grove Phase 1
Douglass Square
Keystone Place
Hansberry Square
Westhaven Park Phase IIB
Red Maple Grove Phase IIA
Florida House
Sunnycrest Manor
Sunrise Apartments
Anglers Manor
Red Maple Grove Phase IIB
Coleman Place
Westhaven Park IIC
Hopkins Place

Crystal View
Savoy Square
Heart and Hope Place
Franklin Square
Hairpin Lofts
Park Douglas
Chatham Square
Bluff Apartments
Park Apartments Redevelopment
Century City
Lindsay NSP
Ashland Place
Emerson Square
Buffett Place
New Village Park
Ironwood Court
Boxelder Court
Winterberry Place
Evanston NSP (LiveEvanston)
Dorchester Artist + Housing Collaborative
Gwendolyn Place
Fox Prairie
Bloomington-Normal Scattered
Reclaiming Southwest
Milwaukee Prosperity

City Gardens
Park Place
Clybourn 1200
Phil B. Curls Manor (Cleveland Heights)
Highlander Phase I
Pendleton Flats
Highland Green
Villages of Westhaven
Brewster-Hosmer
McCrary Senior Apartments
Thresholds RAD2
KLEO Art Residences
Heather Gardens
Maple Terrace
Pendleton ArtsBlock
Quinlan Row
Quinlan Place
The Haven at Market Place
4400 Grove
Sheridan Station
Villard Commons
Nobility Point
Frederick Ball
Bloomington RAD I
Reclaiming Southwest Chicago II

Spring Flats Senior - 4%
Spring Flats Senior - 9%
Starpoint
Spring Flats Family
Capitol Square
The Aster 9% (255 State Street 9%)
The Aster 4% (255 State Street 4%)
Brookwood at Antioch
Nancy Franco Maldonado Paseo Boricua Arts Bldg
Al Thomas
South Terrace
Bloomington RAD II
Stephen's Commons (835 W. Wilson)
The Overlook and Burdette & Wade (Highlander Phase IV)
Sam Rodgers Place
Chicago Lighthouse Residences 4%
Chicago Lighthouse Residences 9%
Block 19 Apartments
Block 20 Apartments
The Haven at Palmer Pointe
Northfield Flats
Kennedy Square EAST (North 30th CNI/Spencer Homes)
Spark!
Sarah's Circle (Sarah's On Lakeside)
Westhaven Park IID

Western Heights Rehab (Knoxville Rehab)
Century Heights
Trinity Grove
Bluestem
First Met
Lockwood South
Connect South
Starpoint (Fort Valley)
Boston Square F2
Ralston Gardens
TWG Phase 3 - Block 17 and 18
Highlander Phase V - Davis Ridge
SP Crossings
Huddle on Fifth
Manson Place for Family Scholars
MLK Place (Kennedy Square West)
Southside Terrace Phase 1
Phoenix Scholar House
Western Heights Phase I
Silverada Manor
Lake Mead Microbusiness
TWG Phase A
Kohr Community Flats



RELEVANT BRINSHORE EXPERIENCE



SPARK – SALT LAKE CITY



4400 GROVE – CHICAGO



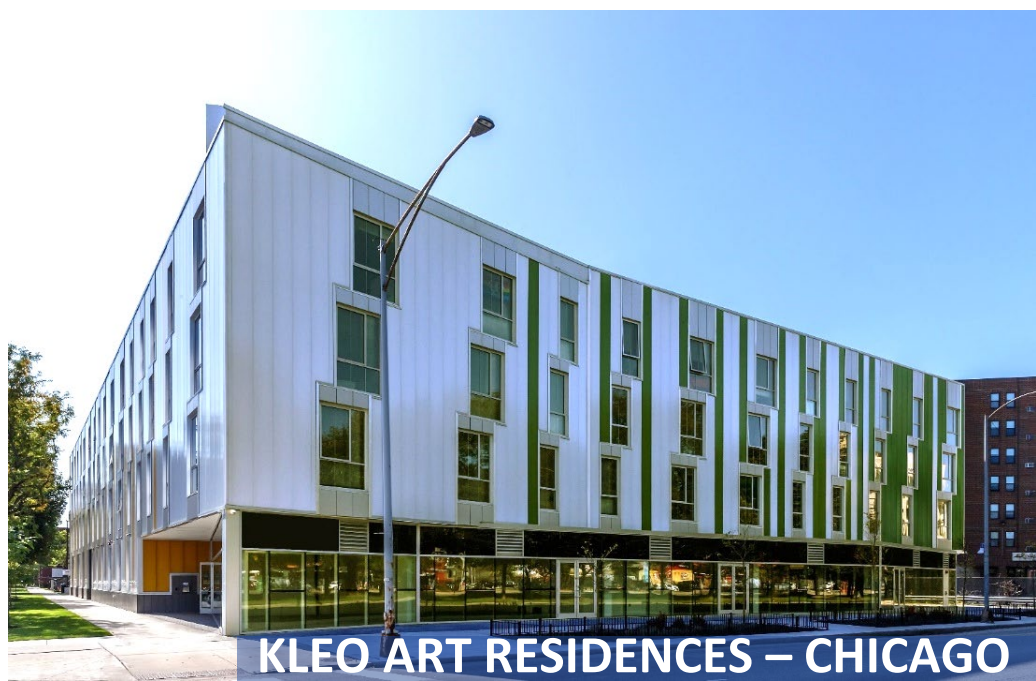
KINDRED - NORFOLK



THE ASTER – SALT LAKE CITY



GWENDOLYN PLACE– CHICAGO



KLEO ART RESIDENCES – CHICAGO



PARK DOUGLAS – CHICAGO



HIGHLANDER – OMAHA



CAPITOL SQUARE - DENVER

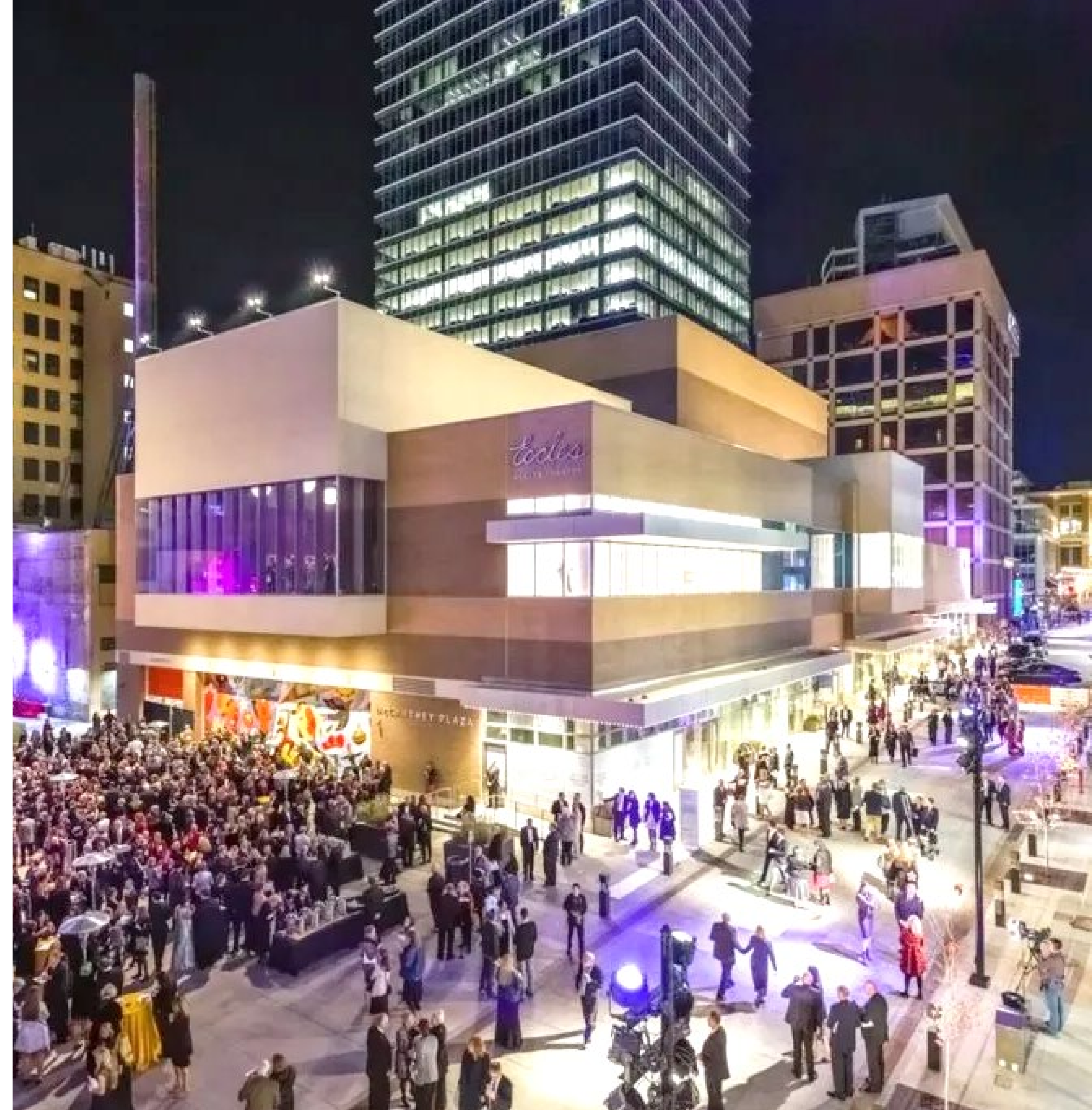
GTS DEVELOPMENT SERVICES

WHO WE ARE

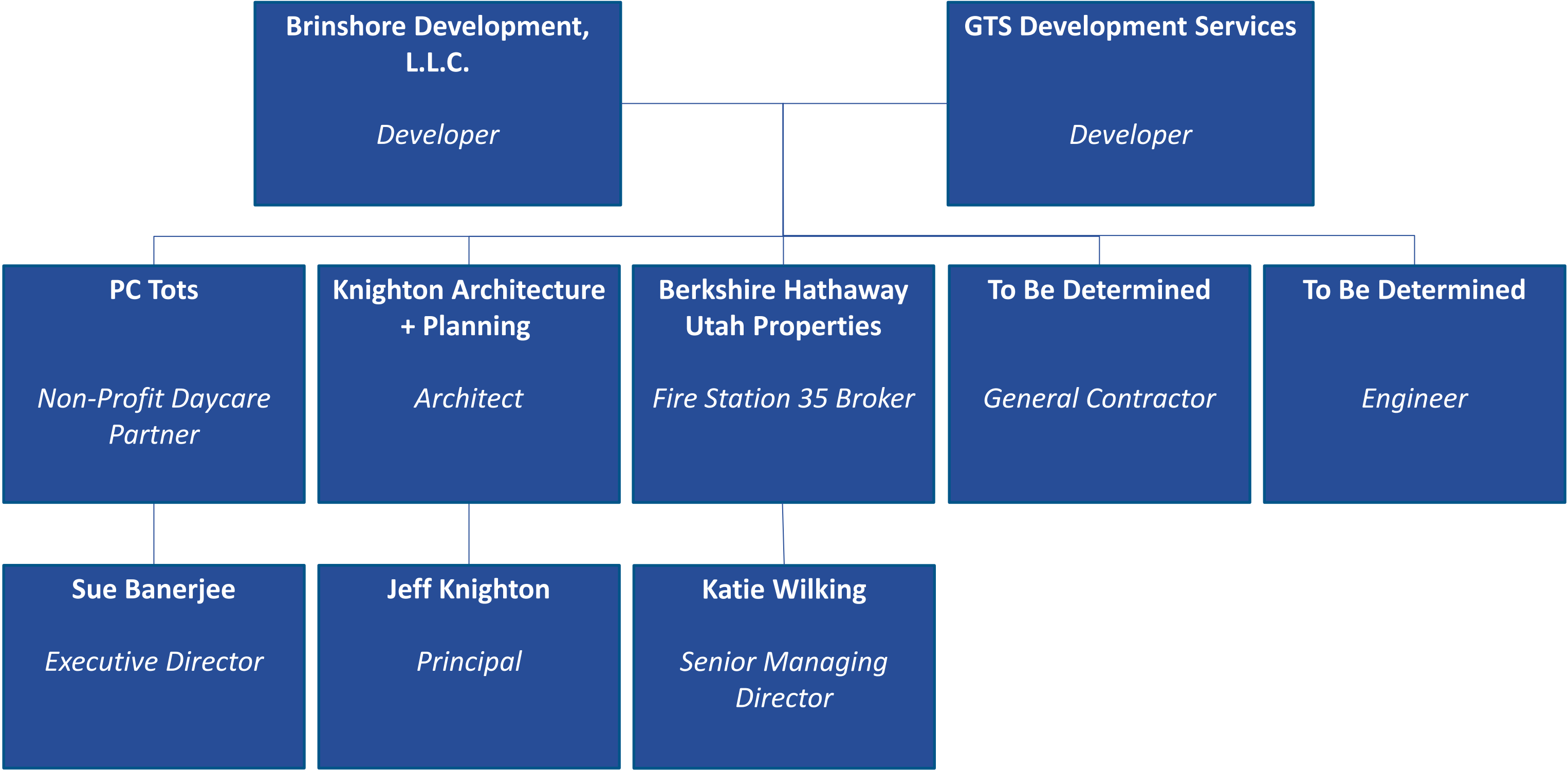
- Established in Utah in 2008
- Certified Women Owned Small Business
- Headquartered in Heber City
- Local Park City Residents for 12 years

WHAT WE DO

- We create transformative projects that Build Community
- Planning, Design and Project Management
- Mixed-Use public-private, cultural, urban design and redevelopment projects
- Local knowledge and experience
- Previous experience with PCMC



AN EXPERIENCED TEAM



BRINSHORE UTAH LIHTC AND PAB SUCCESS

- In the past five years, Brinshore has received six LIHTC and/or Private Activity Bond awards in Utah:
 - 1) 9% LIHTC for The Aster (2020)
 - 2) 4% LIHTC + Bonds for The Aster (2020)
 - 3) 4% LIHTC + Bonds for SPARK (2021)
 - 4) Additional LIHTC + Bonds for SPARK (2022)
 - 5) Additional LIHTC + Bonds for The Aster (2022)
 - 6) 4% LIHTC + Bonds for Brooklyn Yards (2025 – Bonds awarded, LIHTC forthcoming Q3)
- Projects designed to meet programmatic requirements of partners:



PROJECT FINANCING

SUMMIT COUNTY CONTRIBUTIONS

- \$5.6M of soft financing
- Land (ground lease of \$1 annually)
- Waiver of impact fees

Source Description	Phase I (30 Units + Daycare and Commercial)	Phase II (58 Units)	Phase II (58 Units)	Combined Transactions
Private Permanent Loan(s)	\$3,314,000	\$6,120,000	\$6,120,000	\$15,554,000
Summit County Soft Loan(s)	5,210,085	200,000	200,000	\$5,610,085
OWHLF Loan(s)	700,000	589,205	589,205	\$1,878,409
Rocky Mountain Power Rebate	21,000	40,600	40,600	\$102,200
Federal LIHTC Equity	11,324,467	22,227,777	22,227,777	\$55,780,021
State LIHTC Equity	3,899,610	4,499,550	4,499,550	\$12,898,710
Deferred Developer Fee	500,000	1,000,000	1,000,000	\$2,500,000
Total	\$24,969,163	\$34,677,132	\$34,677,132	\$94,323,426

DEVELOPMENT TIMELINE

ESTIMATED SCHEDULE

• Begin Agreement to Negotiate Exclusively Process:	May 2025
• Begin Rezoning Process:	May 2025
• Finalize Agreement to Negotiate Exclusively:	June 2025
• Begin Development Agreement Negotiation:	July 2025
• Rezoning Approved:	October 2025
• Development Agreement Completed:	October 2025
• County Approval of Development Agreement:	November 2025
• Submit to UHC and HCD for Tax Credits and OWHLF:	Q2 2026
• Award of Tax Credits and OWHLF:	Q3 2026
• Closing/Construction Start:	Q4 2026
• Lease Up Start:	Q3 2028
• Construction Completion:	Q3 2028
• Conversion to Permanent Financing:	Q2 2029

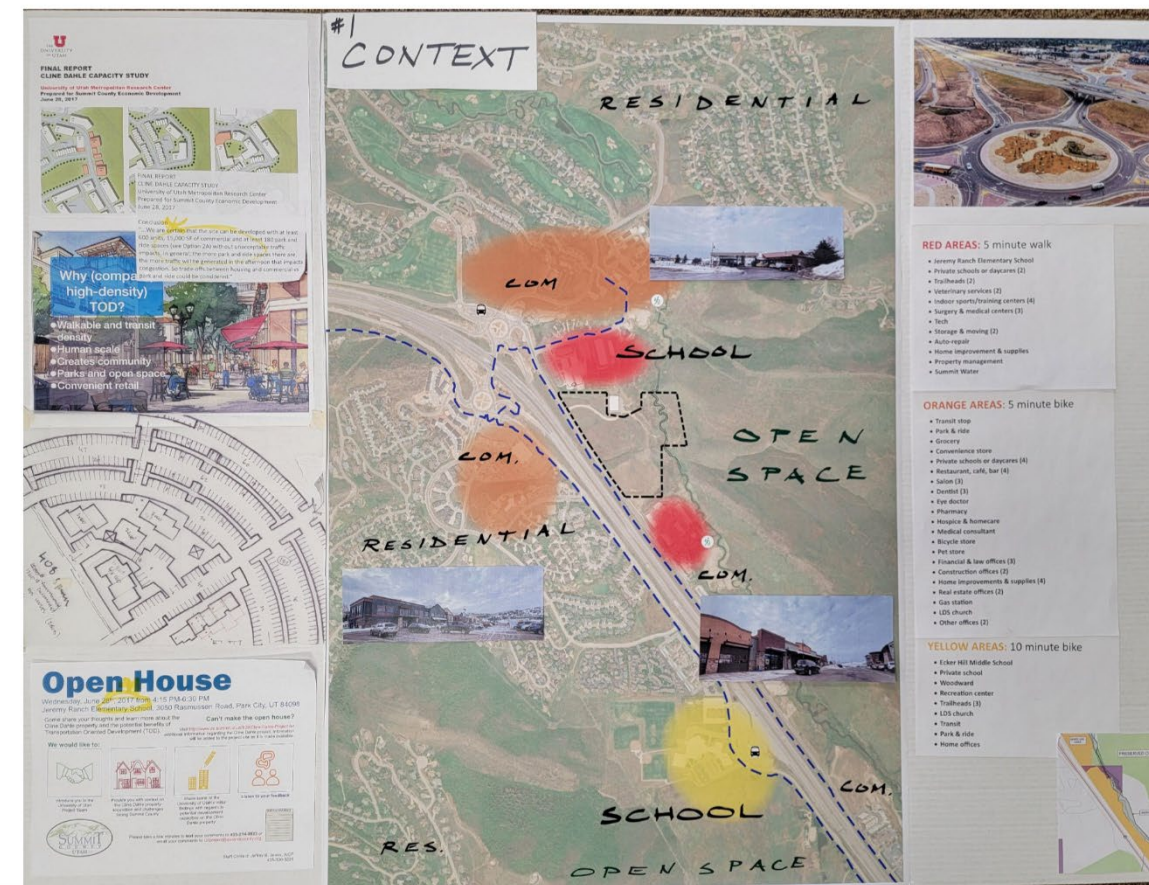
COLLABORATION WITH THE COMMUNITY

COMMUNITY ENGAGEMENT ON PROJECT DESIGN

- Active engagement with the community is central to Brinshore's approach
- Build on County's prior community engagement work on site visioning and goals
- Community meetings and extensive community outreach throughout design process
- Collaboration with County and neighborhood stakeholders



Board 1: Neighborhood Context





RFP Cline Dahle



Fire Station 35



Development | Services | Investments



Project Summary

- a. Total proposed number of units: [211 Units \(200 Units on Cline Dahle Site, 11 Units on the fire station site\)](#)
- b. Total proposed deed restricted units below <80% AMI (Moderate Income Housing Units): [11 Townhome Units on the fire station site](#)
- c. Total proposed deed restricted units between 80% and 120% AMI (Attainable Housing Units): [38 Townhome Units on Cline Dahle Site](#)
- d. Total proposed market rate (unrestricted) units: [172 Units \(142 apartment units and 20 for sale single family homes\)](#)
- e. Total proposed commercial SQ/FT.: [6,000 sf restaurant](#)
- f. Total proposed SQ/FT of office/civic space: [30,000 sf medical office](#)
- g. Total proposed acres of park/open space: [9.9 acres](#)

Master Plan Design

- 1. Natural Feature Preservation.** Neighborhoods are sensitive to the natural conditions and features of the land. The single-family homes are positioned in the area with the most topography change since the smaller buildings easily adjust to different land features. All residential units are positioned to provide the best mountain views to the east and the west.
- 2. Scenic Views.** Neighborhoods preserve scenic views in areas that everyone can access. The elevated 9.9 acres of open space is accessible to everyone and provides unrivaled eastern and western views. The civic park is easily accessible and will provide a gathering area for concerts and farmer's markets where the public can enjoy scenic views while enjoying a concert or perusing a farmer's market. The office parking area can be utilized on nights and weekends for food trucks and other activities. The other park area will be a frisbee golf course that will feel a world away from the commercial due to it being sunken and surrounded by native tree species. To preserve views for surrounding land uses the 3-story product will be incorporated into the lower elevations while the 2-story homes are in the higher elevation portions of the site.
- 3. Parks and Open Spaces.** Neighborhoods have open and recreational spaces to walk, play, gather, and commune as a neighborhood. Walking trails will connect the property to the Rasmussen Road trail network, the dog park area. The civic park and 9.9 acres of open space provide ample areas to gather for neighborhood parties, events and for kids practice a variety of sports. Pavillions will provide shade during the warmer months for picnics and other large gatherings. A communal garden will be available for use for all of the project's business' and residences.
- 4. Pedestrian Friendly.** Neighborhoods are pedestrian friendly for people of all ages and abilities. Trails and crosswalks bring pedestrian access between each of the different land uses and connects them to the neighborhood amenities and to the extensive trail system. Pedestrians will be able to walk to the medical office building to work, eat dinner at the restaurant and enjoy a long walk to explore the foothills. The civic park will have an area set aside for bouldering and a tots playground area.
- 5. Bike Friendly.** Neighborhoods are bike friendly for people of all ages and abilities. Bike racks will be sprinkled throughout the property and access to the blue and black bike trails to the east. Easier riding for children is available on the paved trail along Rasmussen Road. For those looking for more challenging terrain and the ability to learn new tricks can ride to Woodward and practice in the indoor foam pits and eventually advance to the more technical outdoor terrain. To preserve Park City resident views from the freeway the 3-story product is incorporated into the lower elevations of the site while the 2-story homes are in the higher elevation areas. Resident will have excellent views in all directions as the residential component is ideally oriented to preserve view corridors throughout the project. The low-density nature of the project will be a comfortable blend of the suburban and rural areas immediately surrounding the project. The project will blend seamlessly into the overall Summit County vibe.

Master Plan Design (continued)

6. **Connected Streets.** Neighborhoods have interconnected streets and small blocks that provide safe travel route options, increased connectivity between places and destinations, and easy pedestrian and bike use. [Crosswalks and walking trails connect the different land uses within the property to the residential units. An onsite rapid bus transit stop provides easy access to Park City's strong bus network routes. Walking/biking paths provide a wide variety of trails for a variety of user types.](#)
7. **Accessibility.** Neighborhoods are designed to be accessible and allow for ease of use for people of all ages and abilities—including transit use. [Neighborhood sidewalks, entryways, cross walks, grade and turn radius' will be designed to be accessible for people of all ages and abilities. The rapid bus transit stop will be accessible for all ages and abilities. The stop will be clearly marked and easily accessible along Rasmussen Road. The walking path for residents and businesses will be clearly marked for simple access](#)
8. **Human Scale Design.** Neighborhoods have buildings and spaces that are designed to be comfortable at a human scale and that foster human interaction within the built environment. [The 2 and 3 story buildings are very comfortable at a human scale. The variety of housing types break up the structures and introduce interesting architectural elements. Several gathering spaces and a wide variety of amenity space provide areas for diverse groups of people with diverse interest levels.](#)
9. **Mix of Activities.** Neighborhoods provide easy and convenient access to many of the destinations, activities, and local services that residents use daily. [The site's interconnected trail system and bus rapid transit stop provide convenient access to all that Park City has to offer. Ease of access to the freeway also allows quick connections to beyond Park City.](#)
10. **Urban-Suburban-Rural Interface.** Neighborhoods complement adjacent Suburban-Rural areas and transition between urban and suburban-rural uses. [Adjacent land uses are commercial, medical office and an elementary school. Our project will have a restaurant and medical office that complement adjacent land uses. In addition, the housing units will provide students to the elementary school that are close enough to not need a bus for pickup.](#)
11. **Housing for Diverse Incomes and Generations.** Neighborhoods provide housing opportunities for people and families with a wide range of incomes, and for people and families in all stages of life, including low- and moderate-income households. [There will be wide variety of housing types to address housing affordability. Options will range from for rent 720 sf 1 bedroom apartment units to for sale 2,000 sf single family homes. 49 townhomes for rent will be low-moderate income housing. 38 townhomes for those making 80% of Ami and 11 for those making less than 80% of AMI](#)

Master Plan Design (continued)

12. Housing Variety. Neighborhoods have a variety of building forms and architectural variety to avoid monoculture design. Of the 211 residential units proposed onsite there will be a good variety of unit types. Twenty of the units will be for sales single family homes, 49 units will be townhomes and 142 will be market rate apartment units.

13. Unique and Integrated Design Elements. Neighborhoods have unique features, designs, and focal points to create neighborhood character and identity. Neighborhoods shall be encouraged to have:

A. Environmentally friendly construction techniques, green infrastructure systems, and energy efficiency are incorporated into the built environment. Our name Evergreen shows our founders' passion for creating environmentally friendly communities. Evergreen built the world's first LEED Gold Certified Walgreens store, the first LEED Certified Fresh & Easy market and the first LEED Certified Primrose School. We also have extensive experience in multifamily LEED construction .

This project will include all electric building systems to reduce greenhouse gas emissions. The potential for geothermal energy will be explored during the due diligence period. The project will meet dark sky codes to reduce light pollution and preserve the natural night environment. The project will incorporate Greystar Property Management recommended EV parking stall ratios. In addition, infrastructure will be incorporated into building design to allow for future capacity for additional EV stalls as circumstances change.

Recycling options will be provided at each building with clearly market containers. Low flow appliances and fixtures will meet EPA WaterSense standards. On site composting facilities will keep the garden box soil viable over time.

B. Opportunities for public art provided in private and public spaces. Three art areas will be interspersed throughout the property to be set aside for public art displays from local artists.

C. Neighborhood elements and features include, but not limited to, signs, benches, park shelters, streetlights, bike racks, banners, landscaping, paved surfaces, and fences, with a consistent and integrated design that are unique to and define the neighborhood. All of the elements and features listed above and additional features will be included in the community and shown on plan as they develop.

D. Higher density projects must demonstrate increased public benefit. The open space and gathering areas will provide a huge public benefit.

Preferred Form of Partnership

Preferred form of partnership with Summit County? Why?

Evergreen's preferred form of partnership with Summit County would be a public/private partnership. A partnership with Summit County would ensure that the county and the residents of Summit County determine a plan that is agreeable to everyone and the most beneficial for the area. Evergreen would guarantee the construction loan, provide all development services and hire necessary 3rd party consultants. The county would contribute the land. Evergreen would provide all additional necessary equity. Evergreen would work hand in hand with Summit County to ensure a successful project.



THE SETTLEMENT

AT JEREMY RANCH



Set·tle·ment [noun]

*a **place**, typically one that has been uninhabited, where people establish a community*



MISSION SPECIFIC GOALS

Fire Station

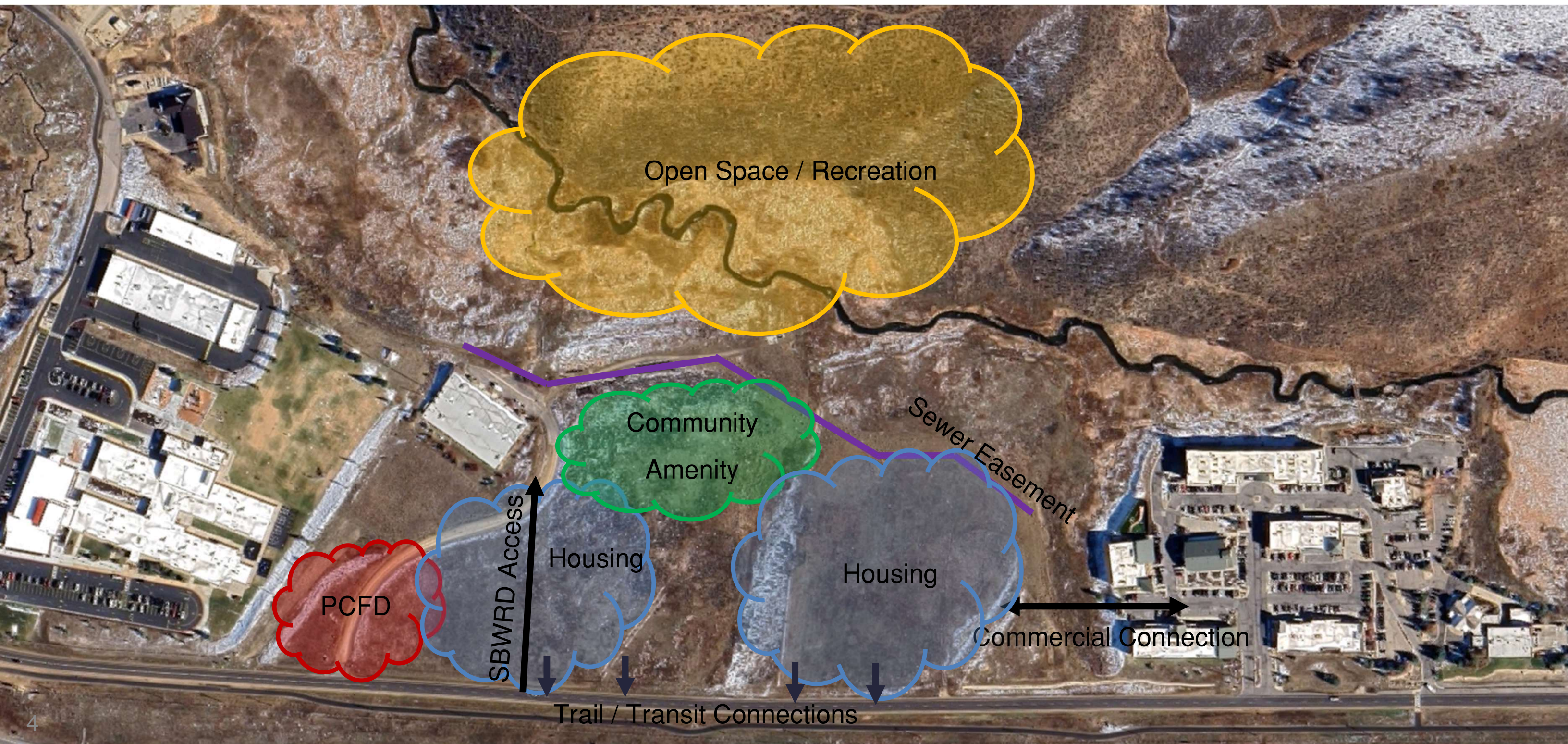


Open Space / Recreational



Residential / Housing







15.16 acres
(80 Parking Stalls)



1.48 acres
(10 Parking Stalls)

CP COLUMBUS PACIFIC
DEVELOPMENT

MOUNTAINLANDS
COMMUNITY HOUSING TRUST

Habitat
for Humanity®
of Summit and
Wasatch Counties, Utah

97 Housing Lots
13.24 acres
(390 Parking Stalls)
13 UNITS/ACRE

Summit Center
Proposed
Connection

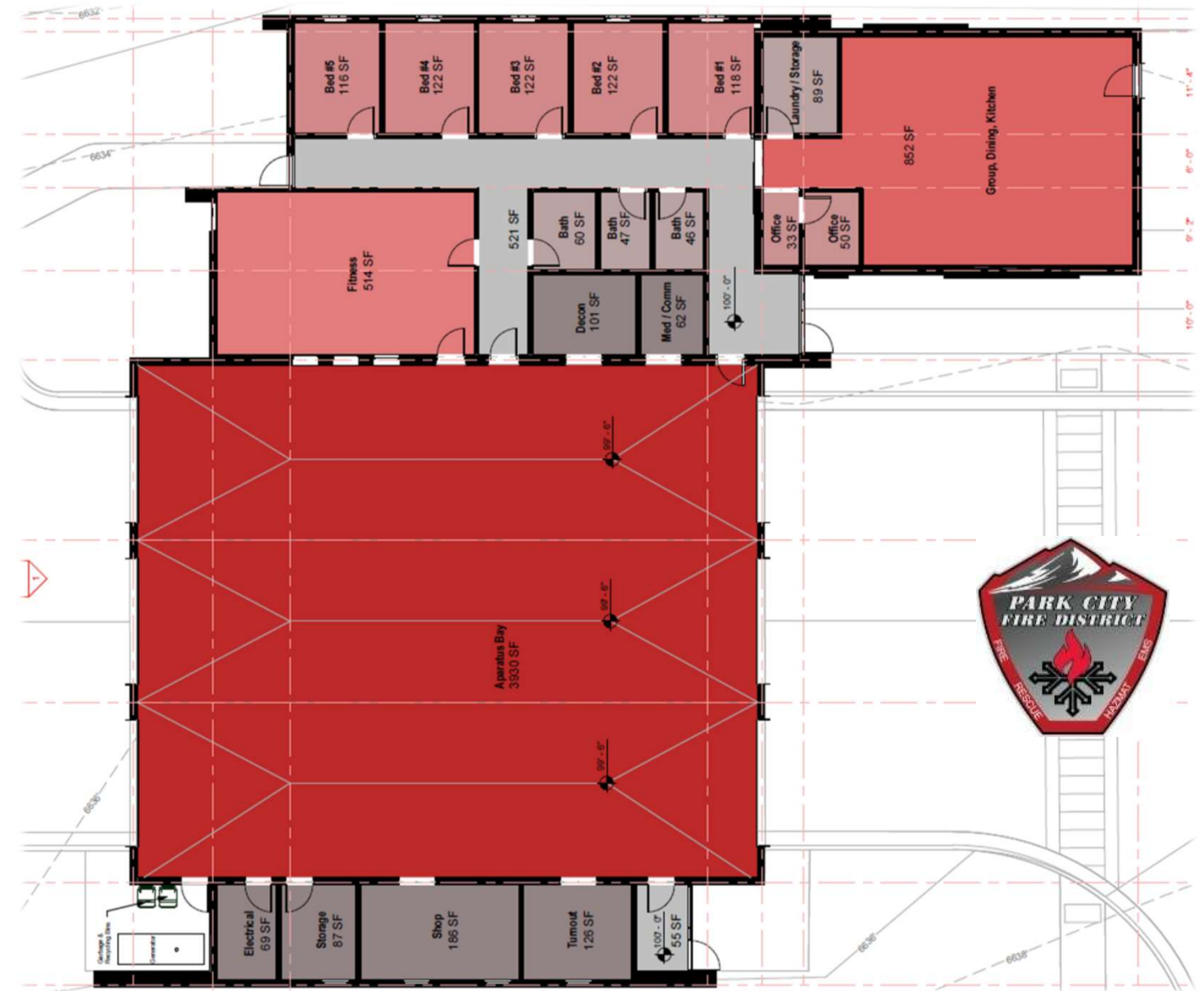
FIRE STATION # 39

1.48 acre parcel (subdivided / swap)

Adjacent to Jeremy Ranch Elementary

Configuration allows drive-through bays

Schematic design provided for an 8,175 SF facility



SEE PANORAMA #9: <https://view.mylumion.com/?p=vqzgg7wgxlaaw8xg>

OPEN SPACE / RECREATIONAL

15.16 acre parcel (subdivided / swap)

Signature, central community feature

1.5 acre park / sports fields

Schematic design provided for a 57,040 SF facility
*including an aquatic center, climbing wall, bouldering space,
multiple fitness gyms, camp and party rooms,
childcare / indoor play area*

Trail expansion and connections

Creekside recreational opportunities

Open space management



SEE PANORAMAS #3, 4, 5, 8, 10: <https://view.mylumion.com/?p=vqzgg7wgxlaaw8xg>

RESIDENTIAL / HOUSING

13.24 acre parcel (subdivided)

97 individual lots

Street parking (up to 390 stalls – 319 required)

Garages possible in some back- or side-yard locations

Schematic designs provided for multiple, flexible floor plans

2 bedroom w/ unfinished basement (1.5 stories)

2 bedroom w/ 2 bedroom ADU (1.5 stories)

3 bedroom 2/ 1 bedroom ADU (1.5 stories)

3 bedroom w/second family room (1.5 stories)

4 bedroom (2 stories)

4 x 1 bedroom apartments (2 stories)

Fully integrated community



SEE PANORAMAS #1, 2, 10: <https://view.mylumion.com/?p=vqzgg7wgxlaaw8xg>

WATER THRESHOLD



Available Water Shares

50 Class A (Active)

6 Class B (Standby)

56 TOTAL

Unit Calculation

0.45 shares / unit¹

124 UNITS

Water Analysis (Future)

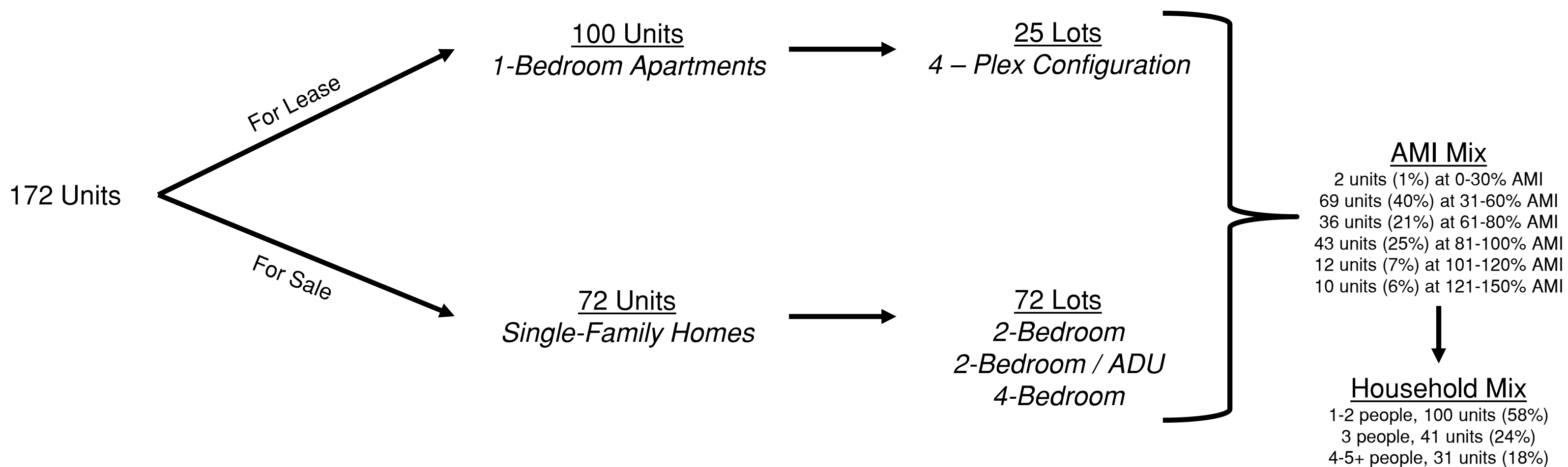
22% Reduction²

172 UNITS

¹ 0.45 shares/unit is based on the Utah Division of Water Rights estimated usage for indoor domestic water per year-round resident family. For the purposes of calculations, a factor of 0.8 is applied to all units below 2-bedroom configurations based on the affordable unit equivalent definition in Summit County code.

² 22% reduction is the average reduction based on previous experience on other developments in the Summit County area.

RESIDENTIAL / HOUSING

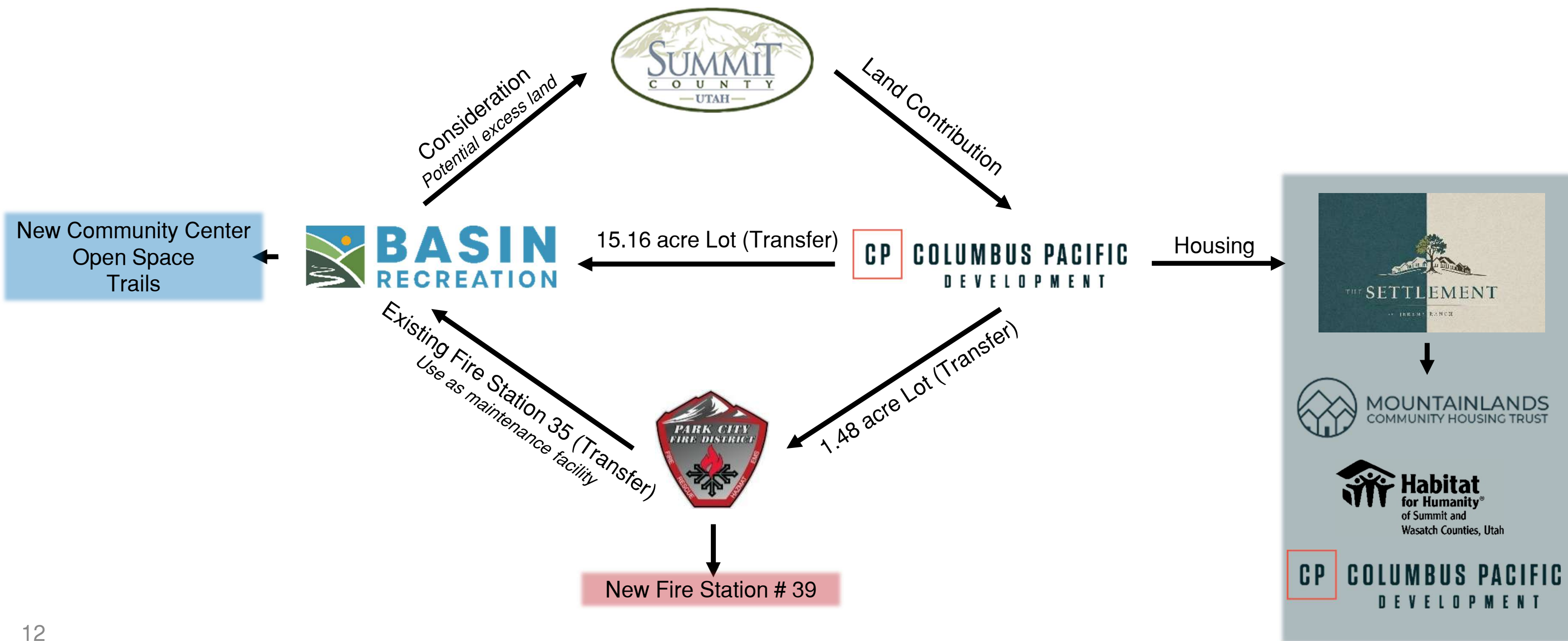




RESIDENTIAL / HOUSING

Video animation: <https://www.youtube.com/watch?v=-rWIVmS0BVU>

DEAL STRUCTURE

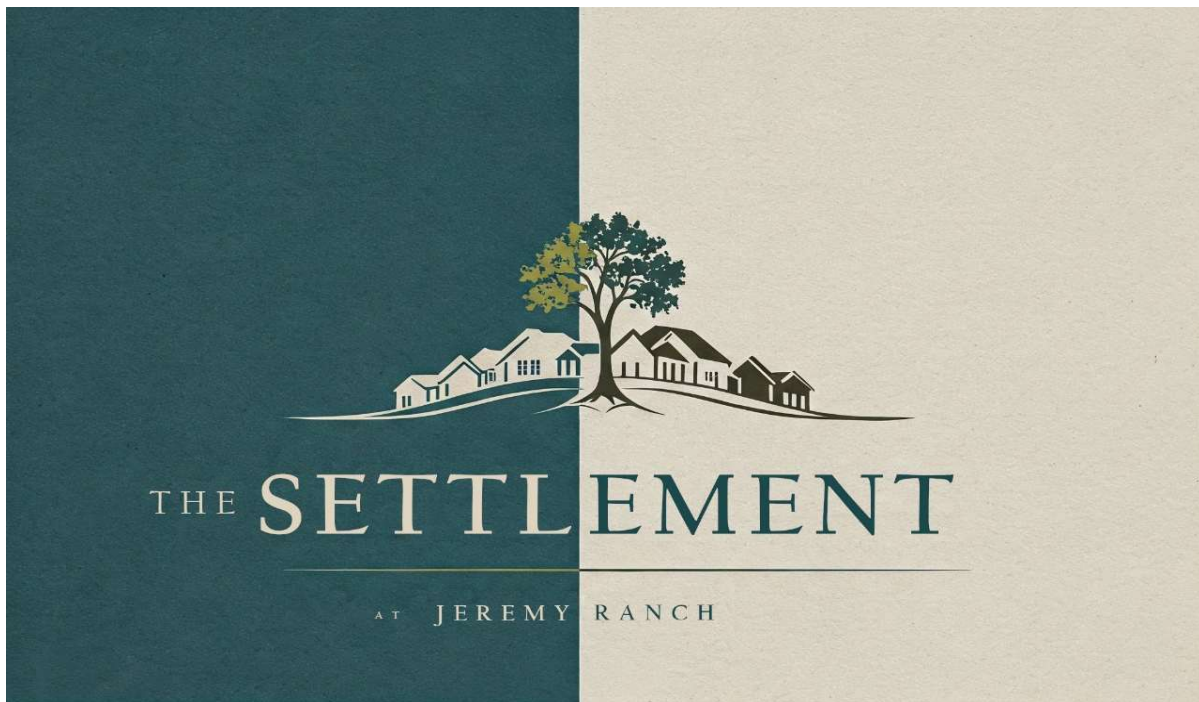


13 NEIGHBORHOOD ELEMENTS

1. Natural Feature Preservation – *Protect and enhance natural features.*
2. Scenic Views – *Protect viewsheds and provide new view corridors from inside and outside the community.*
3. Parks and Open Spaces – *Anchor community recreational uses with Basin Recreation, a proven partner.*
4. Pedestrian Friendly – *Separate cars from people.*
5. Bike Friendly – *Create and connect pathways for active transportation.*
6. Connected Streets – *Easy access in and around the community.*
7. Accessibility – *Equitable public access to central recreation center for people, bikes, cars and transit.*
8. Human Scale Design – *All housing is below 2-stories and apartments are designed in single-family scale.*
9. Mix of Activities – *Commercial and school adjacent, trails throughout, public park and private yards, recreation center.*
10. Urban-Suburban-Rural Interface – *Infill intermediate scale from interstate to dedicated open space.*
11. Housing for Diverse Incomes and Generations – *Ultimate flexibility, complete integration and long-term optionality.*
12. Housing Variety – *Efficient and similar floor plans, but nearly unlimited exterior options.*
13. Unique and Integrated Design Elements –
 - A. *Environmental sustainability and energy efficiency integration in both design and construction.*
 - B. *Art everywhere.*
 - C. *97 lots offer opportunities for neighborhood elements due to spacing between buildings.*
 - D. *Dense where needed (13 units/acre), but with more than 73% open space where desirable.*

THANK YOU!





May 12, 2025

	Proposed Units	Breakdown
Total Units	172	
<i>Total <80% AMI</i>	107	62.2%
<i>Total 80% - 120% AMI</i>	55	32.0%
<i>Total Market Rate*</i>	10	5.8%
Total Civic SF	8,175	
<i>Fire Station</i>	8,175 SF	
Total Recreation SF	57,040	
<i>Aquatic / Climbing Gym - L1</i>	39,307 SF	
<i>Aquatic / Climbing Gym - L2</i>	17,733 SF	
Total Park / Open Space SF	948,877	73.60%
<i>Fire Station</i>	37,472	58.0%
<i>Recreation Center (w/o Park)</i>	504,974	76.1%
<i>Park</i>	65,800	100.0%
<i>Residential (w/o Private Lots)</i>	179,378	31.1%
<i>Residential (Private Lots)</i>	161,253	58.3%

**Note: All proposed units are deed-restricted; 10 units proposed at 150% AMI.*

Jeremy Village

Cline Dahle and Fire Station 35



Legacy.

Affordable Housing Experts

Eskew Dumez Ripple⁺

National Design Influence

Layton 
CONSTRUCTING WITH INTEGRITY

Utah Born and Raised

PROJECT OVERVIEW



Total Proposed Units	200 Units
Multifamily Apartments	142 Units (71%)
Single Family Attached and Detached	58 Units (29%)
Total Proposed Deed Restricted Units	
30% AMI	20 Units
60% AMI	140 Units
70% AMI	40 Units
Total Market Rate Units	0
Residential	180,000 SF
Office/Commercial	10,157 SF
Retail/Restaurant	3,386 SF
Park/Open Space	21.52 Acres
Civic Space	8,900 SF

TOWNHOMES	BED COUNT	BATH COUNT	UNITS	% AMI
3 Bed / 2 Bath	3	2.0	29	60%
3 Bed / 2 Bath	3	2.0	19	70%

SINGLE FAMILY	BED COUNT	BATH COUNT	UNITS	% AMI
4 Bed / 3.5 Bath	4	3.5	5	60%
4 Bed / 3.5 Bath	4	3.5	5	70%

MULTIFAMILY APT	BED COUNT	BATH COUNT	UNITS	% AMI
1 Bed / 1 Bath	1	1.0	20	30%
1 Bed / 1 Bath	1	1.0	60	60%
2 Bed / 1 Bath	2	1.0	40	60%
2 Bed / 1 Bath	2	1.0	10	70%
3 Bed / 2 Bath	3	2.0	6	60%
3 Bed / 2 Bath	3	2.0	6	70%



MASTER PLAN DESIGN



NEIGHBORHOOD ELEMENTS

- 1 Natural Feature Preservation
- 2 Scenic Views
- 3 Parks & Open Spaces
- 4 Pedestrian Friendly



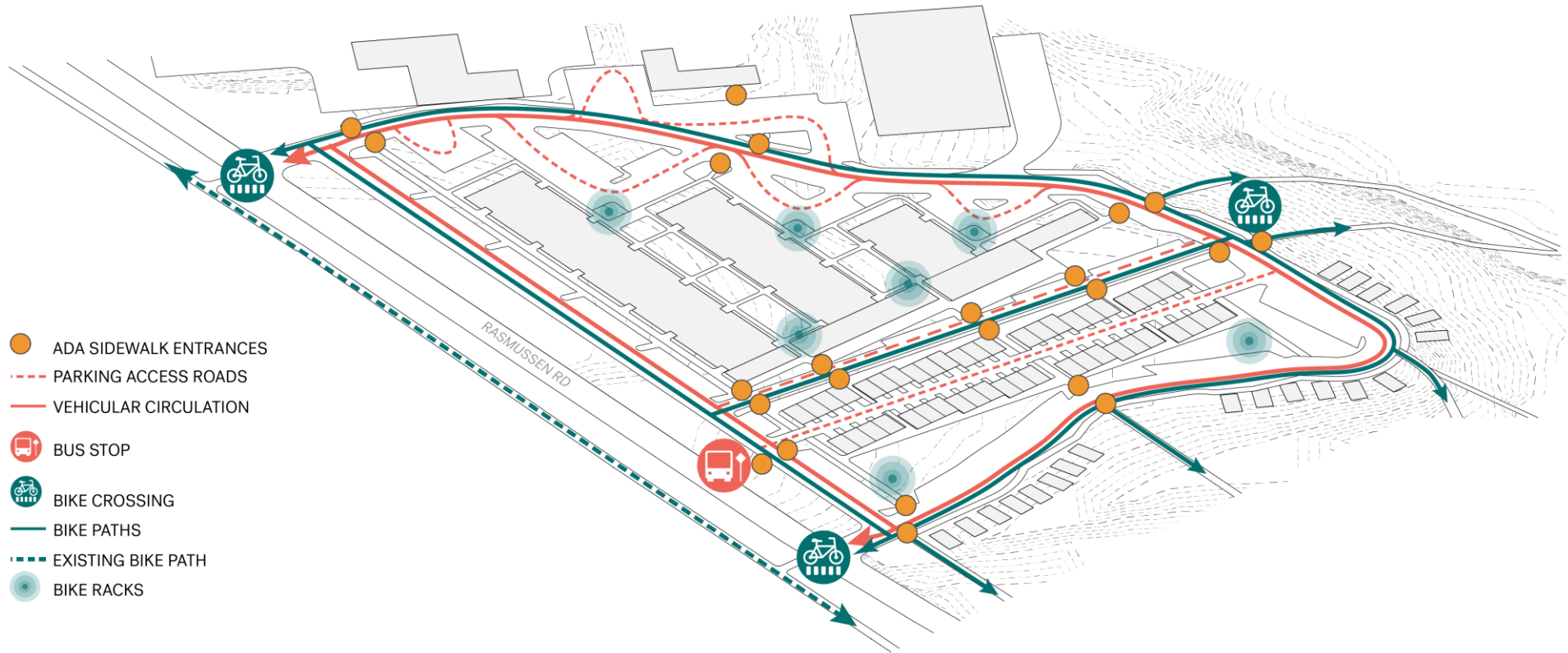
NEIGHBORHOOD ELEMENTS ACHIEVED

RUNNING TALLY

1	2	3	4	5	6	7	8	9	10	11	12	13
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NEIGHBORHOOD ELEMENTS

- 5 Bike Friendly
- 6 Connected Streets
- 7 Accessibility
- 10 Urban/Suburban/Rural Interface

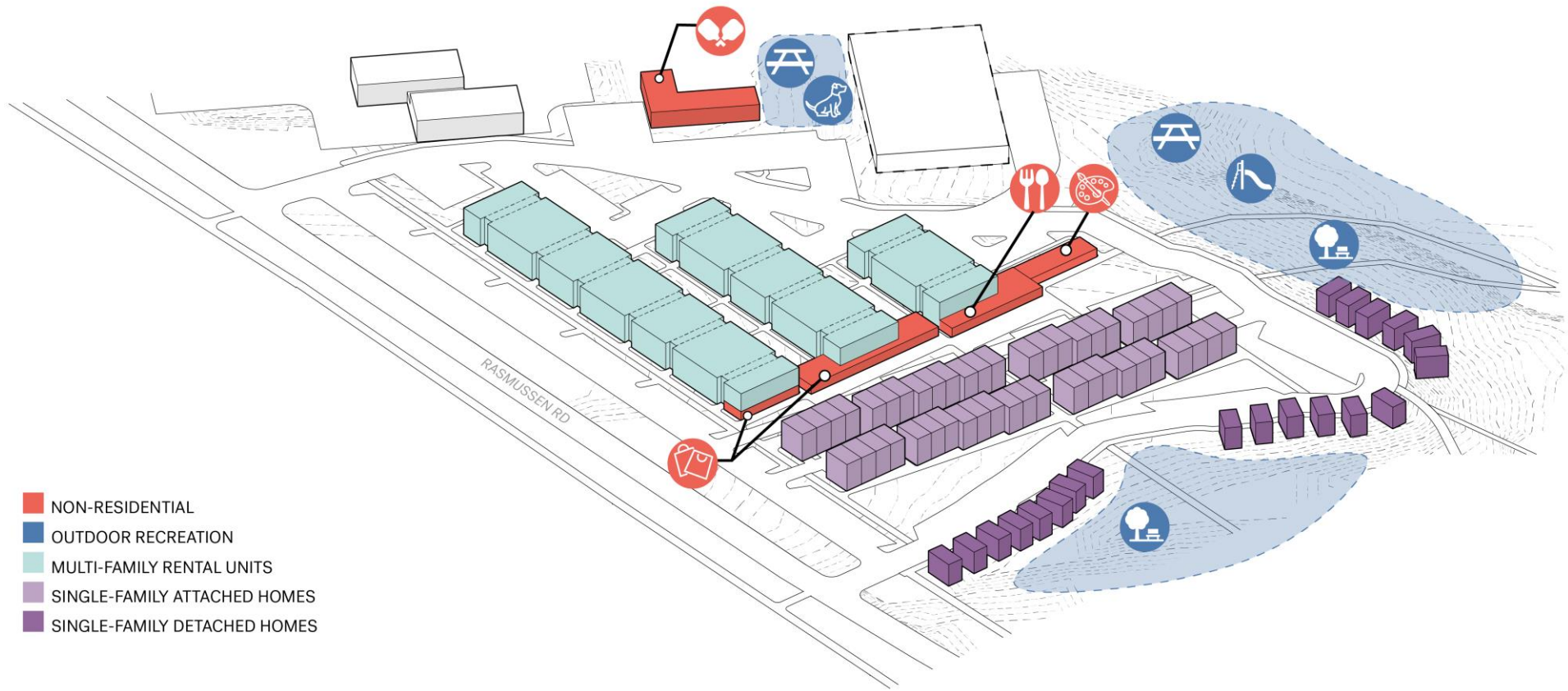


NEIGHBORHOOD ELEMENTS ACHIEVED

1	2	3	4	5	6	7	8	9	10	11	12	13
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NEIGHBORHOOD ELEMENTS

- 8 Human-Scale Design
- 9 Mix of Activities
- 11 Housing for Diverse Incomes/Generations
- 12 Housing Variety



- NON-RESIDENTIAL
- OUTDOOR RECREATION
- MULTI-FAMILY RENTAL UNITS
- SINGLE-FAMILY ATTACHED HOMES
- SINGLE-FAMILY DETACHED HOMES



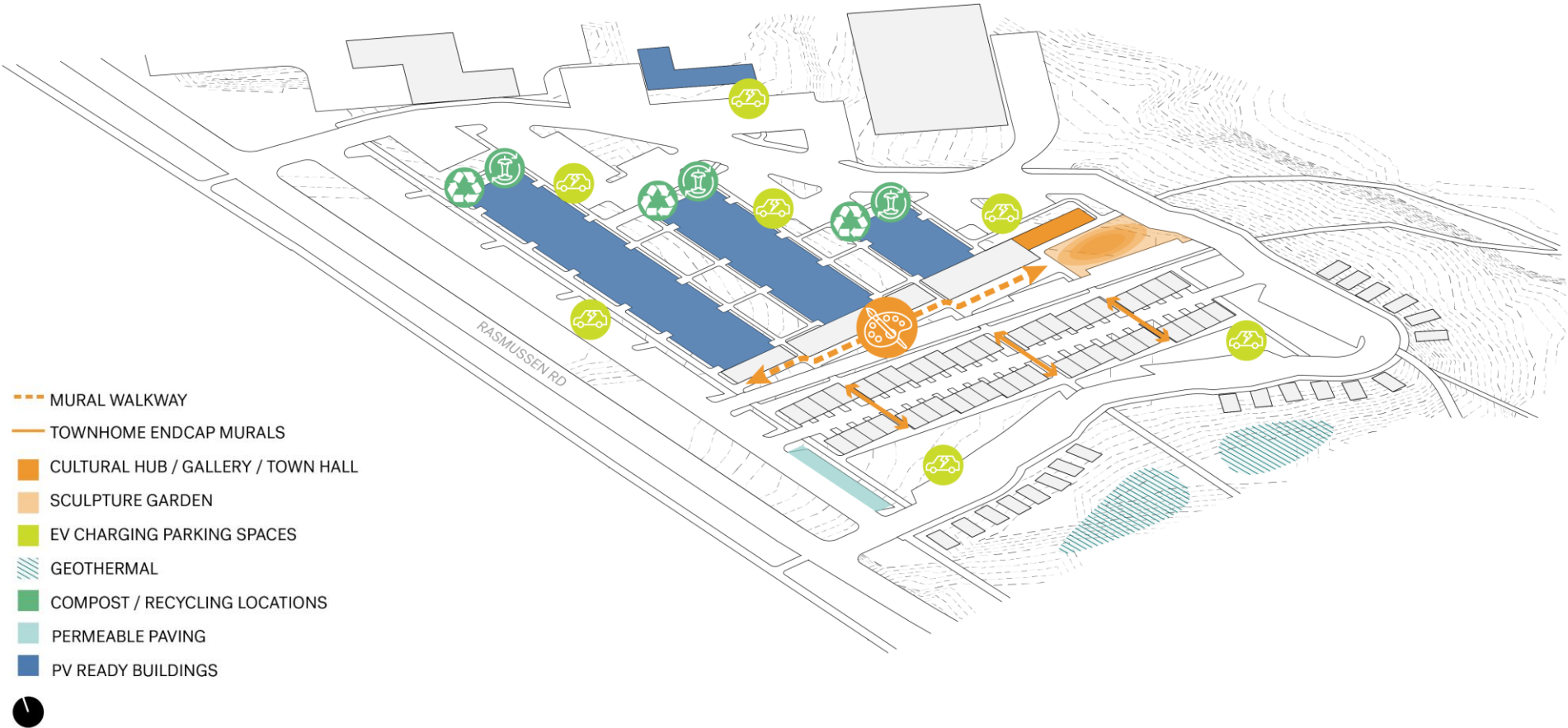
NEIGHBORHOOD ELEMENTS ACHIEVED

1	2	3	4	5	6	7	8	9	10	11	12	13
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NEIGHBORHOOD ELEMENTS

- 13 Unique and Integrated Design Elements
- A. Sustainable, energy-efficient construction
 - B. Public art integration
 - C. Unified site elements (signage, lighting, etc.)



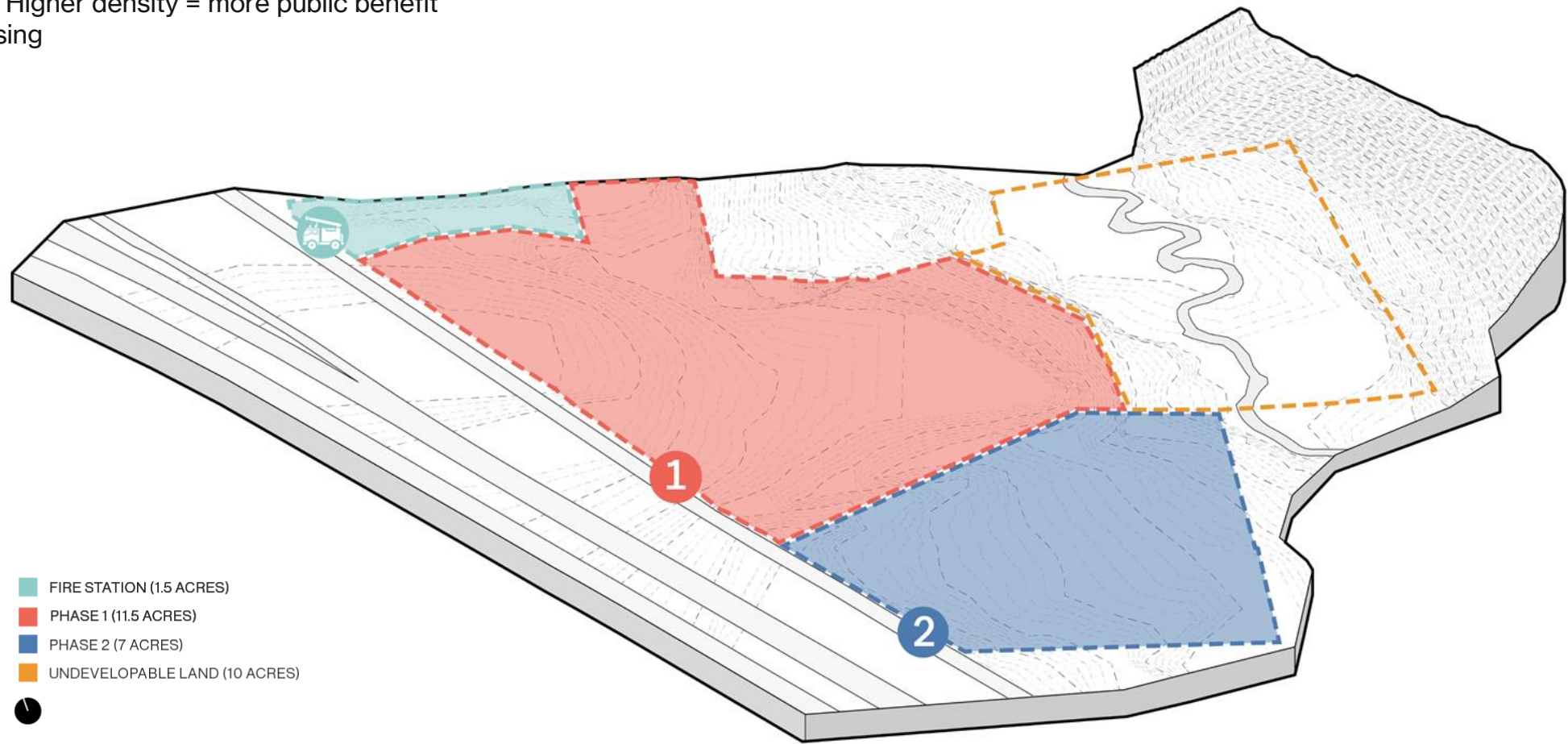
- MURAL WALKWAY
- TOWNHOME ENDCAP MURALS
- CULTURAL HUB / GALLERY / TOWN HALL
- SCULPTURE GARDEN
- EV CHARGING PARKING SPACES
- GEOTHERMAL
- COMPOST / RECYCLING LOCATIONS
- PERMEABLE PAVING
- PV READY BUILDINGS

	NEIGHBORHOOD ELEMENTS ACHIEVED												
RUNNING TALLY	1	2	3	4	5	6	7	8	9	10	11	12	13



NEIGHBORHOOD ELEMENTS

- 13 Unique and Integrated Design Elements
 - D. Higher density = more public benefit
 - + Phasing



NEIGHBORHOOD ELEMENTS ACHIEVED												
1	2	3	4	5	6	7	8	9	10	11	12	13

SUMMIT COUNTY PARTICIPATION



Phase 1 + Fire Station 35
Land + Undevelopable Land

**\$2M for
23 Acres**

Closing Timeline

**Milestone-Driven
Schedule**

Development
Leadership

**LLJV Leads Planning
and Design**

Public Process
Partnership

**Joint Entitlement
Approach**

Fee Incentive
Exploration

**Impact Fee Relief &
Permitting Support**

Phase 2 Offer

**\$1.7M for all affordable +
higher price if market rate**

Station 35 Exchange

**Land Swap for
Public Benefit**

Transit Oriented
Development

**Coordination with High
Valley Transit**

ROOTED IN COMMUNITY, DRIVEN BY VISION

Our team leads with transparency, fostering success through a dynamic, inclusive community engagement strategy achieving impactful outcomes.

01

County Rezone / ANE / Planning

- Align closely with Summit County on rezoning and approvals
- Launch early and ongoing community engagement
- Build broad-based support through local partnerships

02

Design & Construction

- Provide regular updates and solicit feedback from County and community stakeholders
- Create direct channels for resident input and project updates

03

Operations & Stewardship

- Maintain ongoing community relationships post-completion
- Promote housing opportunities through targeted outreach
- Support residents with services and nonprofit collaboration

QUESTIONS?





CLINE DAHLE

Development Proposal

RORY
MURPHY

J. FISHER
COMPANIES


HENRY WALKER
HOMES

RORY MURPHY



Local Experience & Community Engagement

- Three decades of real estate development experience and positive track-record in Summit County with successful grassroots community engagement in the Wasatch Back.

Full Spectrum Residential Development

- We specialize in developing full spectrum housing with a range of densities, from detached single family, to townhomes, to stacked-flat apartments.

Dedication to Housing & Affordability

- Our principals are dedicated to providing high quality affordable housing in our communities.

Public Private Partnership

- Multiple successful PPP relationships across Utah built on a foundation of transparency, collaboration, and proactive communication.

DEVELOPER OVERVIEW

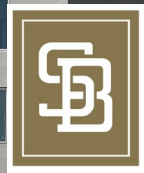


- JF is a **vertically integrated** real estate development firm, partnered with local developer Rory Murphy.
- We believe in creating lasting projects that will **stand the test of time**.
- Our team is passionate and committed to delivering **high quality** housing for the communities we serve.
- Our team members are dedicated, both professionally and personally, to bringing **positive and constructive outcomes** for housing.
- We believe **housing is the foundation** from which community grows.

\$2B+

The combined value of projects completed by J. Fisher Companies.

4 PILLARS OF VERTICAL INTEGRATION



Build



Manage



Find



Design

SUMMIT COUNTY LEGACY



LEADERSHIP TEAM



CLINE DAHLE DEVELOPMENT TEAM



RORY MURPHY
Partner -
Development



JAKE WOOD
Partner -
Affordable Housing



RYAN DAVIS
Partner -
Capital

J. FISHER COMPANIES LEADERSHIP TEAM



OWEN FISHER
Chief Executive
Officer, Founder



CHAD BESSINGER
Managing Partner,
Founder



GARAN
MOLYNEAUX
Chief Financial Officer

HENRY WALKER HOMES LEADERSHIP TEAM



LOGAN HALL
President



DEVIN FISHER
Vice President of
Construction



ANNIE MACDONALD
Director of Sales & Land
Development

RESIDENTIAL HOUSING



- Residential housing is a JF core competency.
- JF and Murphy focus on developing SFR, townhome, and multifamily housing in the Wasatch Back and Intermountain West.
- Our housing can provide options for density throughout the housing spectrum as well as support a broad range of household incomes.

6,000+

Residential units built

\$2.0B+

In housing projects

PUBLIC PRIVATE PARTNERSHIP



- Public private partnership is a cornerstone of the JF business model.
- JF has a deep understanding and respect for the communities in which we build.
- Our approach is to work with municipalities and institutions to bring a solution-oriented approach to problem solving housing issues.



COMMITMENT TO MARKET



- Three decades of experience serving the Wasatch Back.
- Experience in range of public and private projects.
- Actively developing the largest affordable housing project in Park City.
- Collaborative and proven outcomes.

PROJECT
EXAMPLE

ENGINEHOUSE APARTMENTS

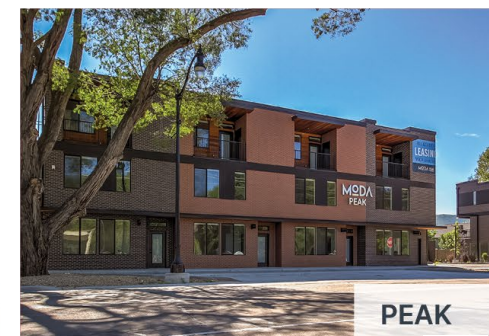
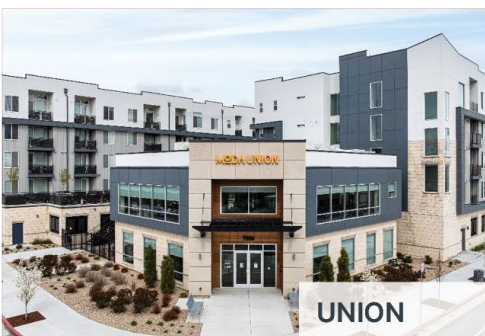
- Public Private Partnership, PCMC
- Long-term ground lease
- 123 total units, mixed-income
- 99-deed restricted units at 60% AMI
- Opening Fall 2025

LOCAL KNOWLEDGE

- Deep understanding of community dynamics and entitlement process.
- Have experience with rezones and entitlements in Summit County.
- Recent and consistent community engagement initiatives for developments.



TRACK RECORD



- In 2014, JF made a commitment to provide high-quality affordable housing and public-private partnerships as a major component of the company's overall platform.
- JF specializes in Low Income Housing Tax Credit (LIHTC) projects at 30-60% Area Median Income (AMI) and workforce housing at 60-150% AMI.

2,000+

Affordable Units

\$500M+

In LIHTC Affordable Housing
Projects

Collaborate

- Collaboration is at the forefront of everything we do
- We collaborate in every step of the development and design process

Commit to Market

- Based in Utah and established in the Wasatch Back

Problem Solve

- Creative and solution-oriented approach supported by the JF Toolkit

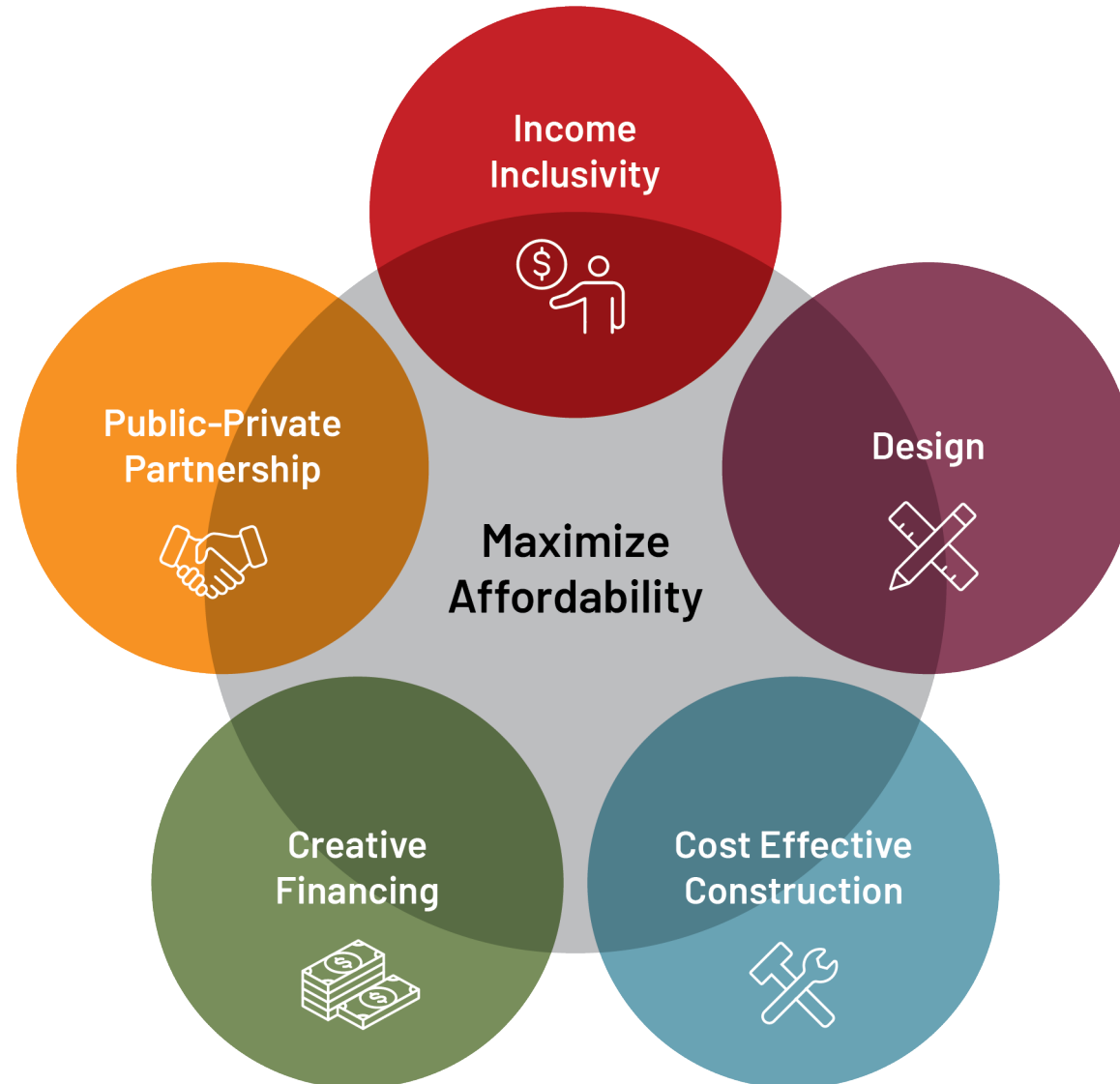
Execute

- 6,000 units and \$2.0B+ in residential housing

Navigate Uncertainty

- Closed transactions in highly volatile interest rate and construction markets

HOLISTIC APPROACH TO HOUSING



COMMUNITY BUILDING

The Franklin

- Public Private Partnership, City of Boise
- 205 units, mixed-income
 - 90% of units deed-restricted at 60% AMI
- Community playground
- On-site, affordable daycare center

HOME OWNERSHIP

Towns at 24th

- Public Private Partnership, City of Ogden
- Workforce housing, land donated by City
- 26 units, for sale
 - Cost-plus model, average price \$450-500K
- 3-story, 2- and 3-bedroom, with attached garage



Escapes at Edgewater

- Huntsville, UT
- 13-acre mountain SFR and townhome community
- 53 units, for sale
- Priced starting at \$500K (townhomes), \$700K (SFR)
- 2-story, 3- and 4-bedroom, with attached garage



THE JF FINANCIAL TOOLKIT

We utilize community resources to maximize the best outcomes for projects and partners.

JF does not have a pre-packaged financial program, but rather a toolkit of financial tools and partnership options that are deployed and incorporated to optimize each project.

- Low Income Housing Tax Credit (LIHTC)
- Tax-Exempt (TE) Bonds
- Housing Trust Fund (HTF)
- Olene Walker Housing Loan Fund (OWHLF)
- Tax Increment Financing (TIF)
- Land Lease

- General Partner / Sponsor Loan
- Deferred Fee- (Integrated Companies)
- Grant
- Infrastructure Investment
- Lease Back
- American Rescue Plan Act (ARPA)

MAXIMIZE vs OPTIMIZE

CLINE DAHLE VISION



13 NEIGHBORHOOD ELEMENTS

Our vision for the Cline Dahle project includes all 13 Neighborhood Elements:

1. Natural Features: Preserves site elements and uses native landscaping.
2. Scenic Views: Oriented to protect and highlight key views.
3. Parks & Open Space: Includes parks, trails, and a 10-acre conservation area.
4. Pedestrian Friendly: Prioritizes sidewalks, trails, and transit access.
5. Bike Friendly: Features bike storage, paths, and repair station.
6. Connected Street: Small blocks improve walkability and access.
7. Accessibility: ADA-compliant design with trail and transit access.
8. Human Scale Design: Low-rise buildings encourage street-level activity.
9. Mixed of Activities: Easy access to shops, services, and recreation.
10. Urban-Suburban-Rural Interface: Blends with rural edge and nearby uses.
11. Housing for Incomes and Generations: Range of unit types for 30–150% AMI.
12. Housing Variety: Mix of apartments, townhomes, and houses.
13. Unique and Integrated Design: Includes art, gathering areas, and green systems.



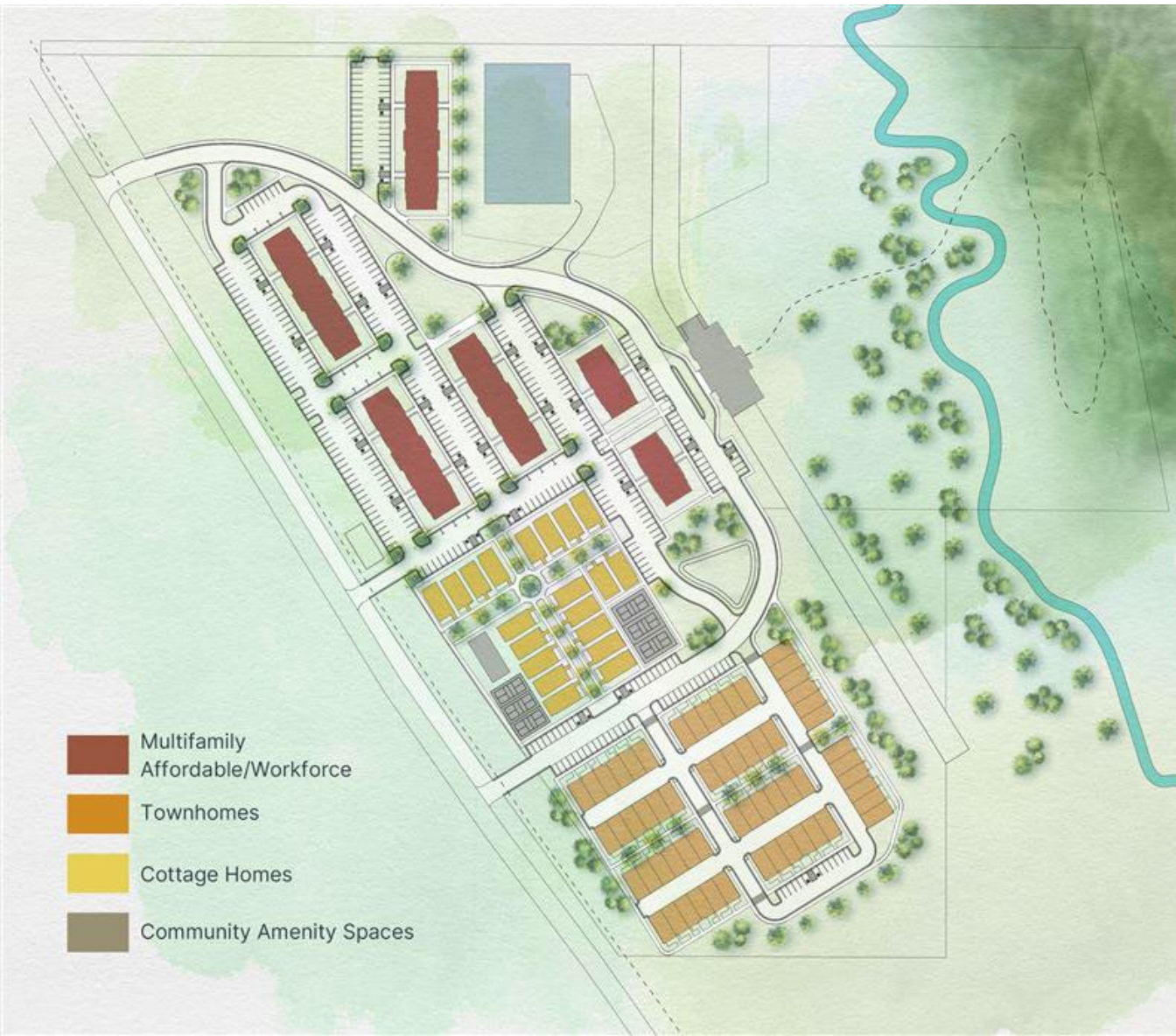
DEVELOPMENT PROPOSAL



Natural Outdoor Play Parks, Natural Feature Preservation



HOUSING FIRST APPROACH



Program Overview

- Wide range of income options, 30-150% AMI.
- Diversity of housing stock, including stacked-flat apartments, attached townhomes, and detached single-family cottages.
- Variety of floorplans, including 1-, 2-, 3-, and 4-bedroom homes.
- Hybrid of for-rent and for-sale, with ability to grow in place.
- Program Details:
 - 120 Apartments
 - 60 Townhomes
 - 20 Cottages

INSPIRATION



Public Art, Public Areas with Native Utah Plants,
Green Stormwater Infrastructure



ACCESSIBILITY















NEW FIRE STATION

Proposed Location for
New Fire Station
(Preferred Location #1)



EXISTING FIRE STATION 35



Adaptive Reuse

- Fire Station 35 has strong potential for preservation as an adaptive reuse.
- We will engage the community to identify possible civic or community-servicing uses.
- Examples include:
 - Early childcare, locally-owned retail, non-profit offices, co-working, etc.

TIME IS OF THE ESSENCE

- **Project Launch:** Committed to supporting the County's goal of starting implementation by November 2025, with immediate initiation of site planning and pre-development upon selection.
- **Zoning & Entitlements:** Already reviewing zoning and due diligence materials; will work with County staff to secure NMU-1 zoning by October 2025.
- **Concurrent Activities:** Financing, design, and entitlement efforts will proceed in parallel, with key agreements finalized in line with the RFP schedule.
- **Construction Start & Coordination:** Site work begins late 2025; vertical construction projected for Q3 2026. Ongoing collaboration with County departments will ensure a smooth, unified process.



THANK YOU



CLINE DAHLE
A SUMMIT COUNTY COMMUNITY



CRANDALL
CAPITAL

Develop housing that fills gaps unmet by the private market. - Cline Dahle RFP project priorities

CRANDALL CAPITAL PROPOSED DENSITY	PHASE 01: Affordable First Multifamily Apartments	PHASE 02: First Time Home Buyer Duplex and Fourplex	PHASE 03: Multi Generational Living Single Family Detached	PHASE IV Fire Station: First Time Home Buyer Condominiums
80% or below AMI				
0-50% AMI	6			
60% AMI	14			
70% AMI	30			
80% AMI	35			
Above 80% AMI				
90% AMI	15			
First Time Home Buyer Program		75		36
Market Rate Housing			75	
Parks / Open Space SF	110,736	310,646	414,464	12,970
Parks / Open Space %	49.28%	68.05%	66.56%	24.92%
Total Proposed Housing	100	75	75	36
County Benefit	Affordable Housing Built First	\$750,000 back to County for programs	\$1,875,000 back to County for programs	\$360,000 back to County for programs

Our proposal returns **\$2,985,000** back to the County for a future projects working capital fund.

NEWPARK RETAIL
Community Commercial

A thriving mixed use development that is home to various dining, shopping, and community events. 122,303 square feet of prime retail.

THE COMMONS
Affordable Apartments

38 affordable for rent apartments on the 2nd and 3rd floors with a mix of Studios, 1 Bedroom, 2 Bedroom, and 3 Bedroom units. Changed project timeline in response to public input in order to add affordable housing to Summit County.

THE TERRACES
Entry Level Ownership

The Terrace is a condominium project rooted in place, filling the specific needs of the area. As one of Park City's fastest selling projects of its size, it stands as an example of the success that comes from building with context in mind.

UTAH FILM STUDIOS
Community Service Center

State of the art film studio that rivals any facility worldwide. Approximately 100,000 square feet, Utah Film Studios is comprised of: production offices, a mill, and three 15,000 square foot sound stages.

STUDIO CROSSING
Mixed-use Development

New development neighboring the Utah Film Studios. Featuring a blend of affordable housing apartments, market-rate townhomes, luxury condos, 60,000 square feet of retail space, and a community focused plaza. Designed in close conjunction with community stakeholders in order to maximize affordable housing in the area.



A Community Concept

*Develop housing that fills gaps unmet by the private market. -
Cline Dahle RFP project priorities*

- **People first design** - planned and realized livable communities that are diverse and human scale
- **We're not proposing a project**, we're proposing a community
- **Connecting to existing Community Commercial** not creating competing commercial and adding commercial traffic
- **Private developer timeline**, water shares, and funding
- Not tied to government financing or timelines (or delays)
- **Shared HOA** for facade repairs and quality long-term upkeep creating a balanced burden community
- **Proposed partnership** with Department of Wildlife Resources for establishing a fishery on the site
- **Crandall Capital is a major shareholder in Summit Water Distribution** with an understanding of local infrastructure requirements and the ability to bring this community design to fruition in a timely manner.



PEDESTRIAN FRIENDLY



BIKE FRIENDLY



CONNECTED STREETS



ACCESSIBILITY

County Partnership

*Develop housing that fills gaps unmet by the private market. -
Cline Dahle RFP project priorities*

- **Summit County provides the land only** in ownership transfer
- **Summit County partners with our proven team** with history of successful private development of affordable communities
- **Develop Affordable Apartments First** to help meet County goals
- **\$10,000 back** to County with each sale of First Time Homebuyer units **(total of \$750,000 back to Summit County)**
- **\$25,000 back** to County with each sale of Single Family Detached units **(total of \$1,875,000 back to Summit County)**
- **\$10,000 back** to County with each sale of First Time Homebuyer condos **(total of \$360,000 back to Summit County)**
- This working capital fund equates to **\$2,985,000.00** in capital to use towards future Summit County initiatives and projects.



NATURAL FEATURE PRESERVATION



SCENIC VIEWS



PARKS AND OPEN SPACES

First Time Buyer Home Program

*Develop housing that fills gaps unmet by the private market. -
Cline Dahle RFP project priorities*

- **Median listing home price in Summit County, Utah is \$1.8 million**
- The cost for an average Summit County resident to own a home:
 - **\$360,000** down payment (20%)
 - Monthly principal and interest payment (6% interest) is **\$11,340**
 - With estimated property tax and insurance payment is **\$13,500**
- To comfortably afford the average home in Summit County, a family must earn **\$486,000** per year
- The AMI for a family of four in Summit County is **\$168,600**
- **Put simply, homeownership is out of reach for average Summit County households**



HOUSING FOR DIVERSE INCOMES AND GENERATIONS



HOUSING VARIETY



URBAN-SUBURBAN-RURAL INTERFACE

First Time Buyer Home Program

*Develop housing that fills gaps unmet by the private market. -
Cline Dahle RFP project priorities*

- In the 2023 General Session, the State Legislature passed bill S.B. 240 titled the "First Time Homebuyer Assistance Program."
- S.B. 240 allocates \$50 million to provide down payment assistance for first time homebuyers.
- In advocating for the bill, Senate President J. Stuart Adams said:
*"As someone concerned we are losing our middle class, **my goal is to help Utahns live the American dream and build equity for their future. It's imperative that we make homeownership possible in our state.** I am excited for Utahns to use the program to get out of apartments and into homes."*
- S.B. 240 **allows up to \$20,000 in downpayment assistance** to qualifying first-time homebuyers purchasing a new residential unit with a purchase price of **\$450,000** or less.
- Our community proposal takes advantage of Federal, State, and Summit County funds to bring **the goal of homeownership into reach for up to 110+ Summit County households.**



HUMAN SCALE DESIGN



MIX OF ACTIVITIES



UNIQUE AND INTEGRATED DESIGN ELEMENTS



RENT - 60% AMI 2Br 2Ba Apartment

- Family of four - **\$2,529 per month**
- Family of two - **\$2,023.50 per month**
- AMI increases have accelerated annually,
**2025 AMI increased nearly 10%
year-over-year**



OWN - First Time Home Buyer 2Br 2Ba Townhome or Condo

- Downpayment of \$20,000 funded entirely by the State of Utah in 0% loan
- **Monthly payment of only \$2,158**
- Payment fixed in current terms, not increasing over time with AMI

Affordable Apartments

This housing type ensures that the new Cline Dahle development prioritizes inclusivity and long-term community stability.

By making affordability a key pillar of the housing development, this proposal directly addresses Summit County's housing needs, creating a more balanced, resilient, and welcoming community for generations to come. Our proposal is to build 100 affordable, deed restricted apartments.

Phase 1A:

*We envision the multifamily offering to be constructed in two phases, each **50 apartments** of varying sizes, so that we gradually and sustainability fill the Affordable Housing offering and ensure that there is long-term growth and place-making since this project will take a longer time to construct than the single family homes.*

Phase 1B:

*The second phase of the affordable housing project will comprise the last **50 apartments**, of varying sizes and scales, to ensure that the project finishes out at the same rate as the rest of the community, and that there is not just the affordable housing component while the remainder of the site is under construction.*

*Crandall Capital and its team will facilitate the development and construction of **100 deed restricted affordable housing units, as follows for a proposed AMI and Unit mix:***

- 0-50% AMI = 6 units
- 60% AMI = 14 units
- 70% AMI = 30 units
- 80% AMI = 35 units
- 90% AMI = 15 units



12. PROJECT DRAWINGS: CLINE DAHLE

Affordable Apartments

Our affordable apartments are designed for living, not just in plan but in real life, and have been distilled from lessons learned over the course of multiple successful projects by our development team to maximize livability.

Inside you will find spacious, warm, and welcoming interiors, with smart design choices to stretch every square foot of space, making homes that are as useful as they are beautiful.

- 1. Studio-Two Bed Unit Options
- 2. Open and Bright Modern Designs
- 3. Access to Community Amenities
- 4. Diverse Income Support
- 5. Views for All Units
- 6. Designated Off-Street Parking
- 7. Close to Public Schools and Services
- 8. Open and Comfortable Designs

*Inspirational Imagery may not represent final design.





First Time Home Buyer

Designed to provide an attainable path to homeownership, our First-Time Homebuyer duplexes and fourplexes offer a solution for individuals and households looking to establish roots in Summit County.

These two-bedroom duplexes and fourplexes balance affordability with quality, giving buyers access to well-designed, energy-efficient homes without compromising on space or functionality.

*This second phase of our project focuses on the critically needed **First Time Home Buyer opportunities, attempting to capitalize on the Federal FHA programs and State programs** providing up to \$20,000 in downpayment assistance to help jumpstart the community with people who have graduated from the Affordable Housing offering. **The County shall receive a payment at closing of \$10,000 for each first time home buyer unit as working capital fund.***



CRANDALL
CAPITAL

12. PROJECT DRAWINGS: CLINE DAHLE

Entry Level Ownership: Duplex

The duplex is a unique entry level homeownership opportunity that is critically needed in the affordable housing life cycle. This is the chance at building equity and value intrinsic to home ownership without the larger burden of maintaining a large single family residence. Shared facade and common space improvements are maintained by a HOA rather than having an expansive yard to maintain or a large amount of facade and roof to repair as an individual.

- 1. Spacious Two Bed Options for All Tenant Types
- 2. Spacious and Comfortable Starter Home
- 3. Private Entrances
- 4. Nature at Your Front Door
- 5. Common Outdoor Spaces for Communal Gathering
- 6. Equitable Access to Community Amenities
- 7. Off-Street Private Parking
- 8. 700-750 SF of Livable Space

*Inspirational Imagery may not represent final design.



12. PROJECT DRAWINGS: CLINE DAHLE

Entry Level Ownership: Fourplex

The fourplex is a unique entry level homeownership opportunity that is critically needed in the Affordable Housing life cycle.

This is the chance at building equity and value intrinsic to home ownership without the larger burden of maintaining a large or expansive site, and shared facade and common space improvements maintained by a HOA.

- 1. 700-750 SF Unit Options
- 2. Two Bed and Two Bath
- 3. Covered Off-Street Parking
- 4. Private Entrances to Units
- 5. Maintaining Views for All Tenants
- 6. Equitable Access to Community Amenities
- 7. Design Supports Micro-Communities
- 8. Supports Developing Individuals and Groups

*Inspirational Imagery may not represent final design.



Single Family Detached

As the most spacious home type within our proposed neighborhood, the Single-Family Detached Homes serve a key role in supporting a balanced community.

Our primary goal with this product offering is to provide an age-in-place offering for Summit County seniors. Summit County lacks housing designed and intended for seniors—single level living with proximate amenities and an active HOA maintained space. While these properties will not be deed restricted, they will be designed with seniors in mind. Our team has already met with the Park City Senior Alliance and received input on the design standards required to meet the needs of this segment of our population.

*We understand that there are benefits to multi-generational offerings in a community, with larger spatial offerings allowing for growing households. Our final phase is again a blended mix of for-sale offering, 75 multi generational, age-in-place designed single family homes of one- and two-story design. **The County shall receive a payment at closing of \$25,000 for each of the 75 detached home to create working capital fund for future use.***



12. PROJECT DRAWINGS: CLINE DAHLE

Detached Homes

Designed for lasting comfort and flexibility, our Single Family Detached Homes offer living spaces that mix modern efficiency with timeless style, oriented to maximize the magnificent views from the site.

These three-bedroom, two-and-a-half-bath residences provide 1500-2200 square feet of well-appointed interiors, ensuring ample space for couples or multi-generational households.

- 1. Single-Family Detached Homes
- 2. 3 Bed, 2.5 Bath
- 3. 1,500+ SF of Living Space
- 4. Updated Farmstead Design
- 5. Large Tandem or Double Garages
- 6. Accessible for Multi-Generational Use
- 7. Integration with Nature and Community
- 8. Expansive Views

*Inspirational Imagery may not represent final design.



Entry Level Ownership Condos Fire Station 35

Designed to provide an attainable path to homeownership, our condos offer a solution for individuals and households looking to establish roots in Summit County.

These two-bedroom condos balance affordability with quality, giving buyers access to well-designed, energy-efficient homes without compromising on space or functionality.

This product offering is in line with surrounding communities and will provide a balance in scale and mass with surrounding properties.

*This 'anytime' phase of our project focuses on the critically needed **First Time Home Buyer opportunities, attempting to capitalize on the Federal FHA programs and State programs** providing up to \$20,000 in downpayment assistance to help jumpstart the community with people who have graduated from the Affordable Housing offering. **The County shall receive a payment at closing of \$10,000 for each first time home buyer unit as working capital fund.***



CRANDALL
CAPITAL



12. PROJECT DRAWINGS: FIRE STATION 35

First Time Homebuyer Condos

These entry-level ownership condos play a critical role in creating a complete and inclusive housing ecosystem within the community. For many, they represent an opportunity to move from renting to owning in a way that builds equity and long-term stability.

These homes serve people looking to put down roots in the county where they work, providing a vital bridge between affordable rental options and larger family homes.

- 1. 700-750 SF Plans
- 2. Two Bed and Two Baths
- 3. Ample Off-Street Parking
- 4. Open Plan Concept
- 5. Support of Small and Connected Community
- 6. Property Gardens and Green Space
- 7. Access to Community Services
- 8. Close to Transportation Hubs

*Inspirational Imagery may not represent final design.



Community Concepts

Using the Affordable Apartment building to speak to the larger buildings to the North, and anchor the site with a strong architectural feature.

Fire Station 35 will be situated in the desired location on the Northwest part of the property with it's own dedicated entry and exit roads.

This is the main feature of the entry to the outdoor recreation zone, a naturally designed / oriented playground as the gateway to outdoor recreation.

We envision a large multi-use meadow that can be used for events, larger gatherings, food truck round-ups, and a host of other community building events, very similar to the amphitheater at Newpark.

Cul de sac design creates quieter streetscapes for our Entry Level Ownership community, along with sheltered outdoor spaces that are pedestrian only.

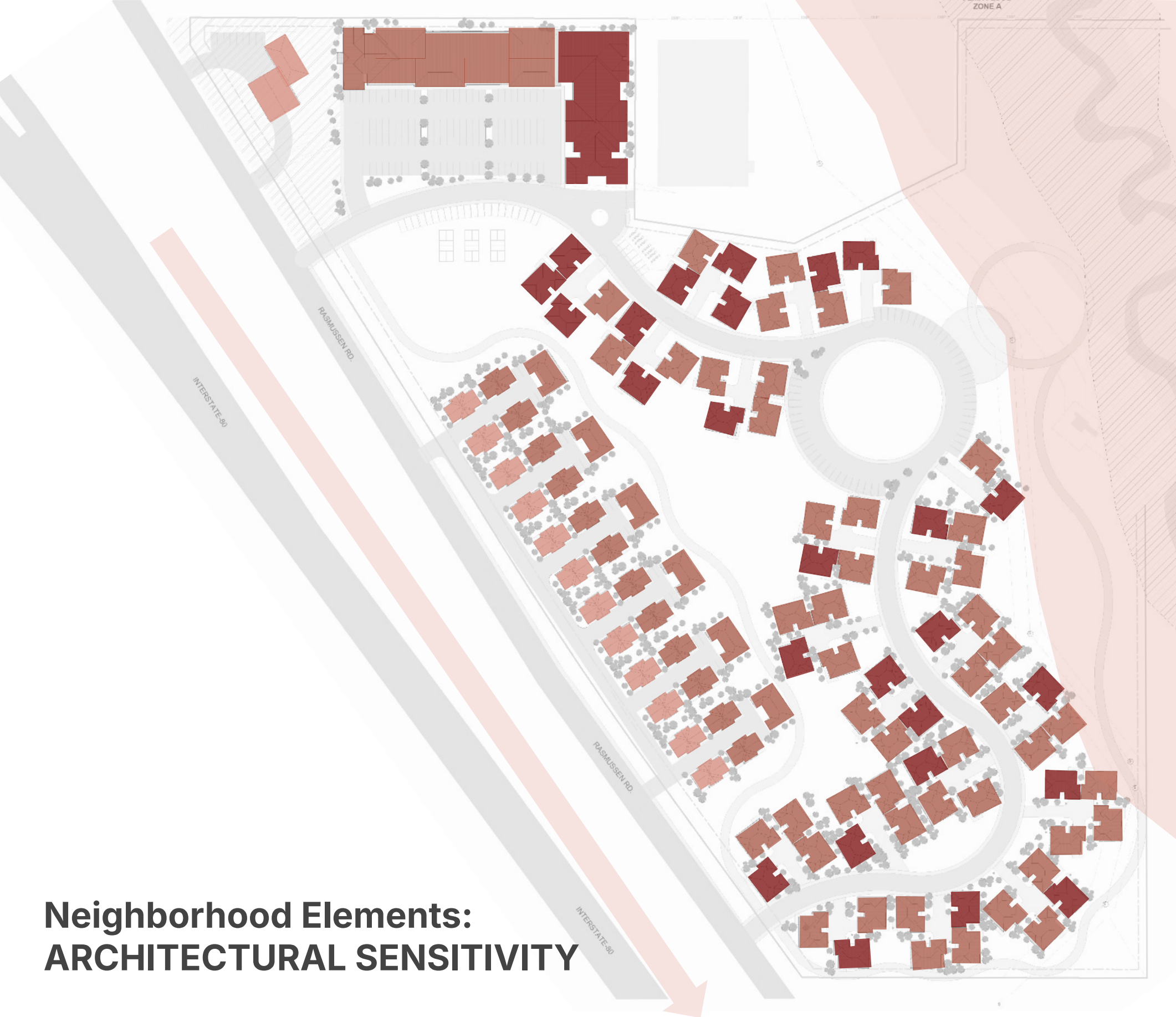
We envision several pocket parks and features of interest or artwork along the multi-modal trail system that circulates around the perimeter.

Single Family Detached homes in a variety of sizes and shapes create an architecturally diverse community buffering the larger open spaces in the project, descaling the density.

Not only does our trail system meander along the perimeter, it winds its way through the project, connecting the different sub communities and creating pedestrian connection throughout the site.

Our intent is to make a connection to existing trails with amenities like a bike fix-it station and a pocket park for different trail users..

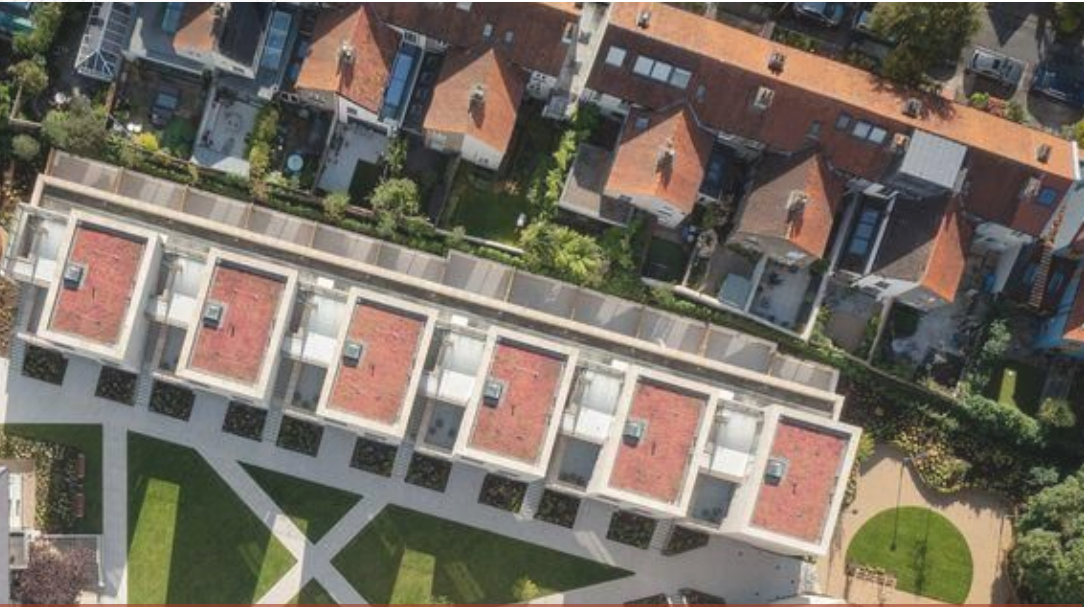




**Neighborhood Elements:
ARCHITECTURAL SENSITIVITY**



HOUSING FOR DIVERSE INCOMES AND GENERATIONS



HOUSING VARIETY



URBAN-SUBURBAN-RURAL INTERFACE



Bad Apple Trail
Connection

**Neighborhood Elements:
MOBILE CONNECTIVITY**



PEDESTRIAN FRIENDLY



BIKE FRIENDLY



CONNECTED STREETS



ACCESSIBILITY

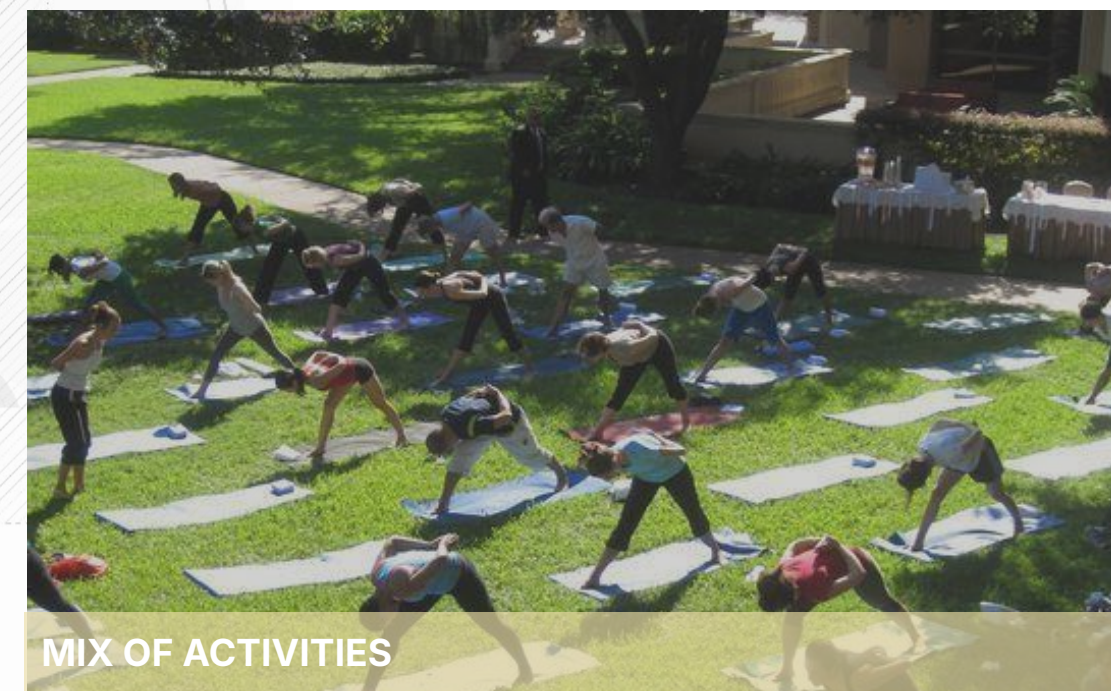
Neighborhood Elements: INTEGRATED RECREATION



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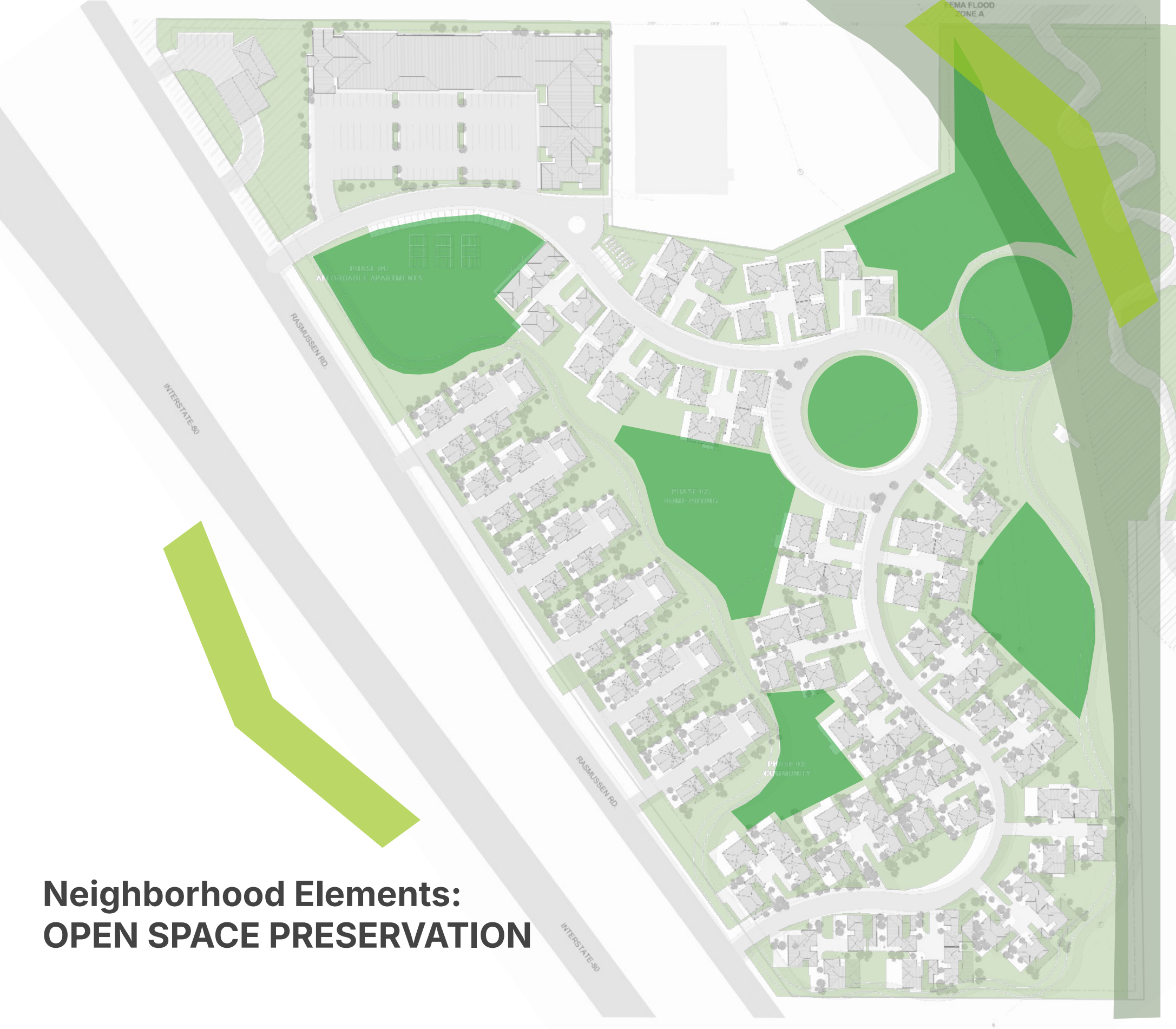
HUMAN SCALE DESIGN



MIX OF ACTIVITIES



UNIQUE AND INTEGRATED DESIGN ELEMENTS



**Neighborhood Elements:
OPEN SPACE PRESERVATION**



NATURAL FEATURE PRESERVATION



SCENIC VIEWS

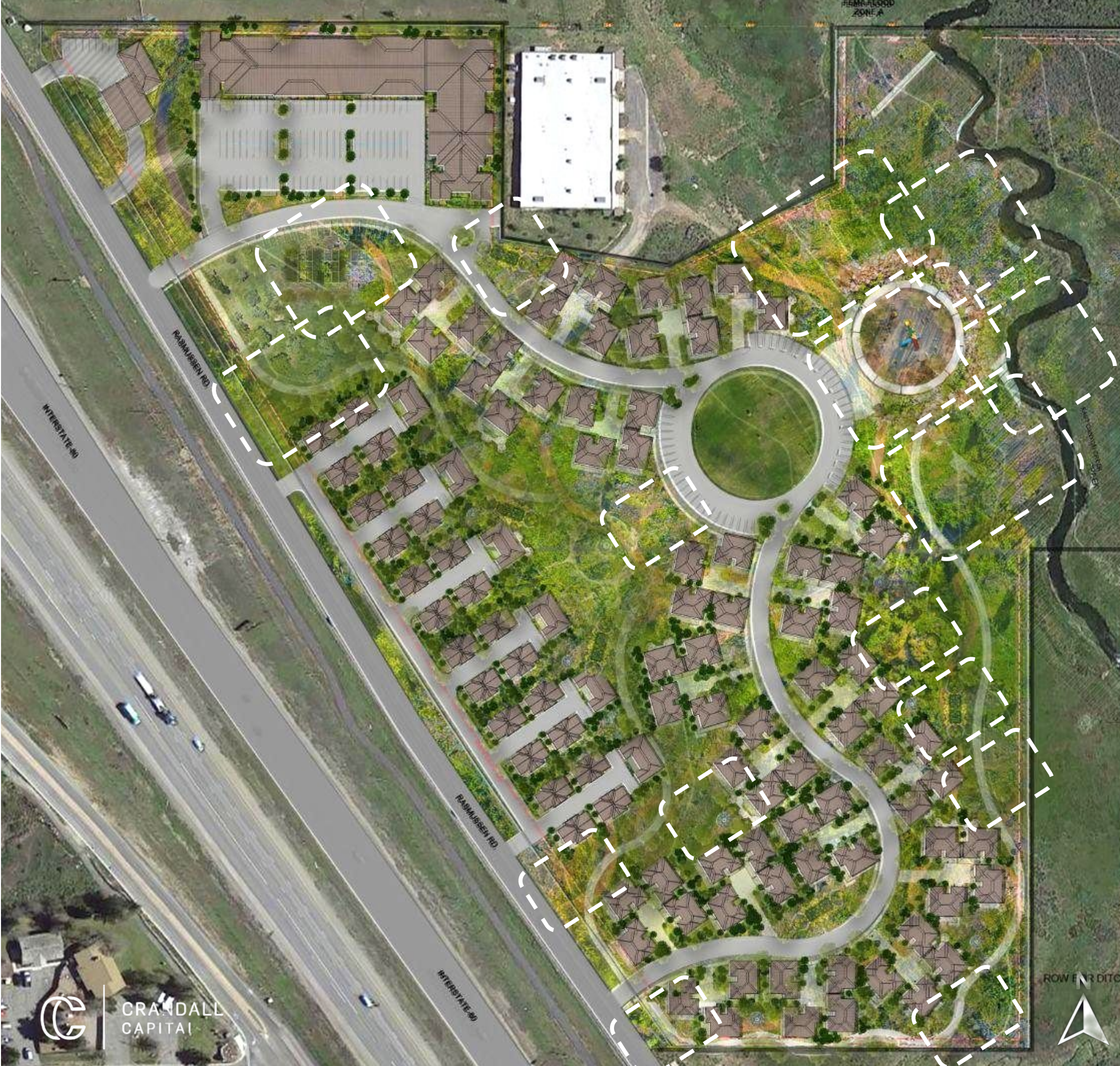


PARKS AND OPEN SPACES



Neighborhood Elements: OPEN SPACE PRESERVATION

	PHASE 01: Affordable First Multifamily Apartments	PHASE 02: First Time Home Buyer Duplex and Fourplex	PHASE 03: Multi Generational Living Single Family Detached	PHASE IV Fire Station: First Time Home Buyer Condominiums
Parks / Open Space SF	110,736	310,646	414,464	12,970
Parks / Open Space %	49.28%	68.05%	66.56%	24.92%



Features & Amenities

One of the primary goals of our proposal is to maintain the green space on the Cline Dahle parcel that is critical to the enjoyment of Summit County. Through our proposal, much of the property will be maintained as improved and native open space.

Our project includes a number of smaller pocket parks, along with activated large areas of greenspace centering on a primary green that activates the neighborhood.

The community's view and pedestrian corridors all draw the resident and visitor to the central plaza and the neighboring open space with its native stream meandering through open space.

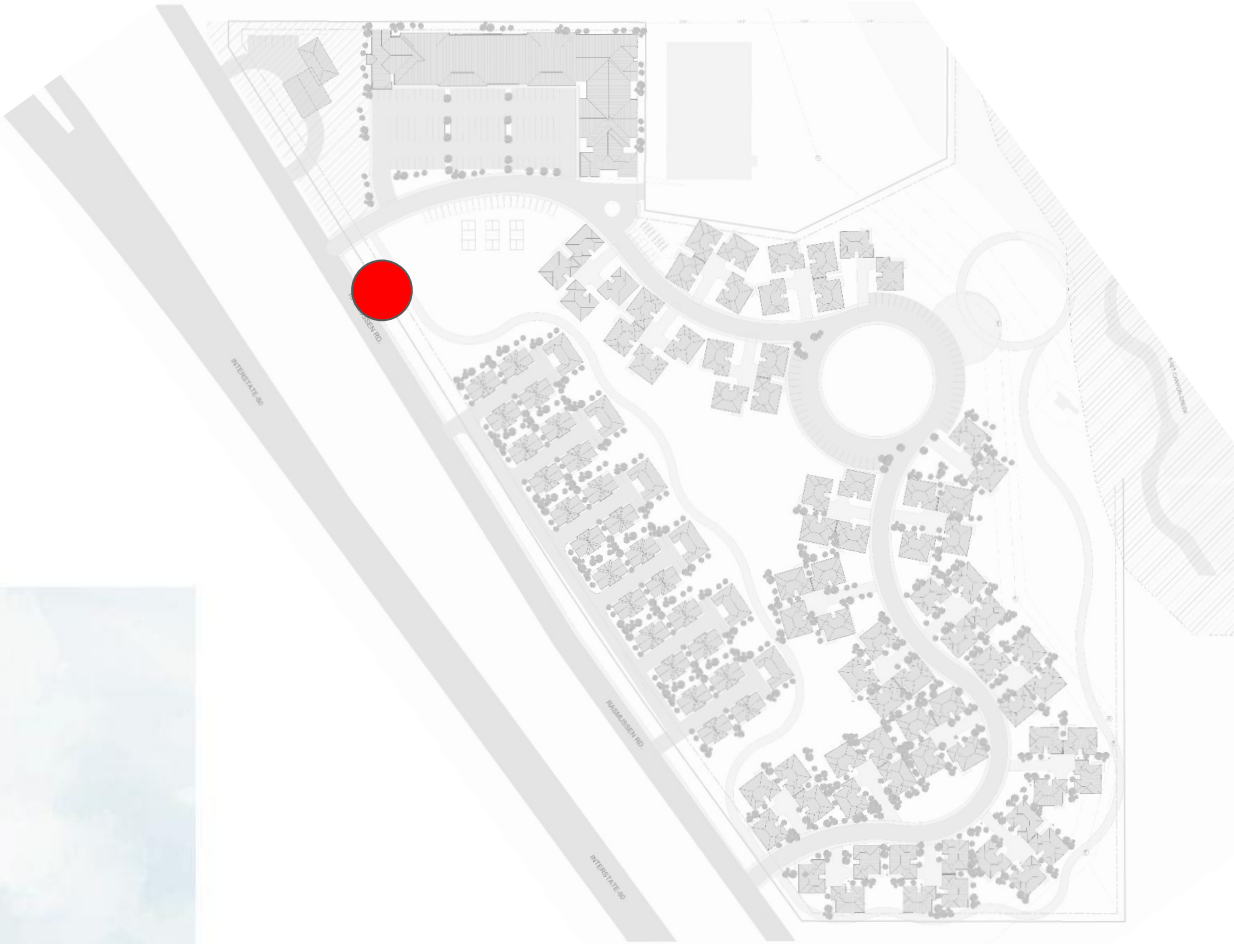
Residents and visitor alike can enjoy the public spaces, native green spaces, sport courts, community farm, boardwalk, and trails.

- **Multi-modal Hub**
- **Multiple Bike Fix-It Stations**
- **Pocket Parks spread throughout**
- **Multi Use / Pickleball courts**
- **Bocci Ball / Horseshoe boxes**
- **Multi-modal trail systems throughout**
- **Electric Car Charging Stations / Stalls**
- **Central Playground Feature**
- **MixedUse Meadow for Recreation**
- **Bouldering /stepped access to the wetland**
- **River Boardwalk and trail**
- **Connection to existing trail systems**
- **Pedestrian crosswalks and access**
- **Connection to existing multi-modal trails**
- **Community Gardens**
- **Backyard Barbeque Areas**
- **Frisbee Golf Course**
- **Children's Playground Center**



Multi-Modal Transit Hub

Transit hubs improve connectivity between the community and the rest of the urban area, providing mobility, and access to public transportation, reducing traffic supporting a well-connected community.



Situated to capture great views of the surrounding mountains and landscape

Final bus shelter location to be determined in conjunction with Park City Engineering and Transportation Departments. Final location TBD

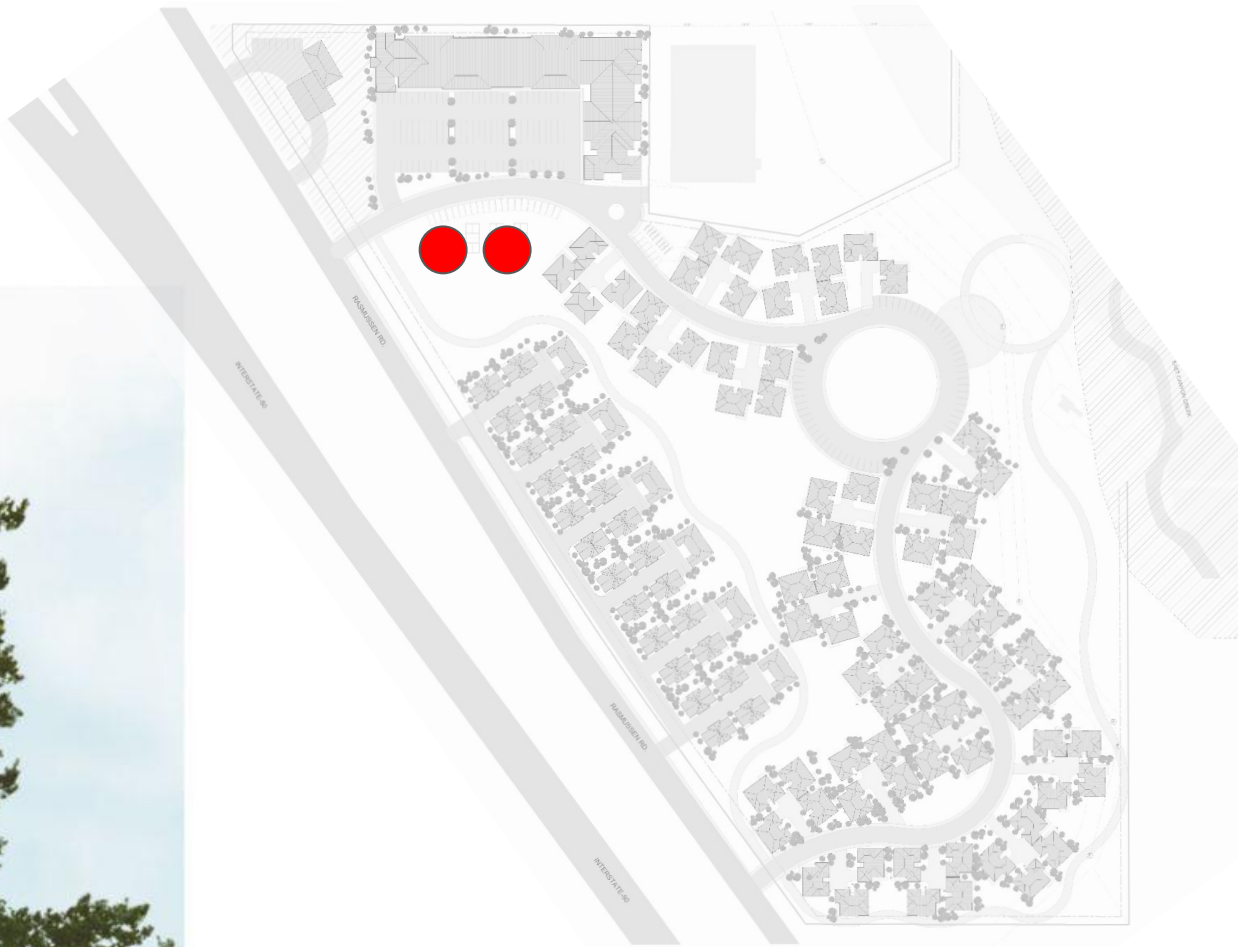
Modern transit hub. Promotes community connectivity and ease of access to surrounding neighborhoods and amenities

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines



Multipurpose & Pickleball Courts

Sports amenities serve as vibrant community hubs, fostering social connections and inclusivity. Mixed Use courts accommodate various activities, maximizing year-round engagement through hosting sports, events, and gathering spaces.



Drought tolerant trees on perimeter for shading and reduce heat island effect

Courts are situated to capture great views of the surrounding mountains and promote safe play with openness

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Multi-use court could have multiple striping options for pickleball, half-court basketball, and other community sports

Porous pavement design to let rainwater drain to the ground, reduce water run-off

Bocce Ball / Horseshoes

Bocce ball courts harbors a culture of casual recreation for all ages. It adds a unique, low maintenance amenity that encourages engagement and enhances outdoor amenities.



Drought tolerant trees on perimeter for shading and reduce heat island effect

Weather proof synthetic grass court to mimic real grass without maintenance

Located on site, easily accessible to tenants and visitors

Rentable bocce balls to monitor use and preserve materials



Bike Fix-It Station

Bike Fix-It Stations encourage cycling by providing a convenient spot for bicycle maintenance and repairs. It supports green transportation, accessibility, and a bike-friendly community.



Porous pavement design to let rainwater drain to the ground, reduce water run-off

Paved 12' wide multi use trail system to maintain a safe path for pedestrians, dog walkers, and cyclists.

Bike fix-it station. Includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs

Community Pocket Parks

Pocket parks provide pause in an urban environment, offering relaxation, socialization, and recreation. It enhances walkability, promotes a healthy lifestyle, and strengthens neighborhood connections.



Situated amongst landscaping to give tenants an opportunity to interact with nature right outside their homes

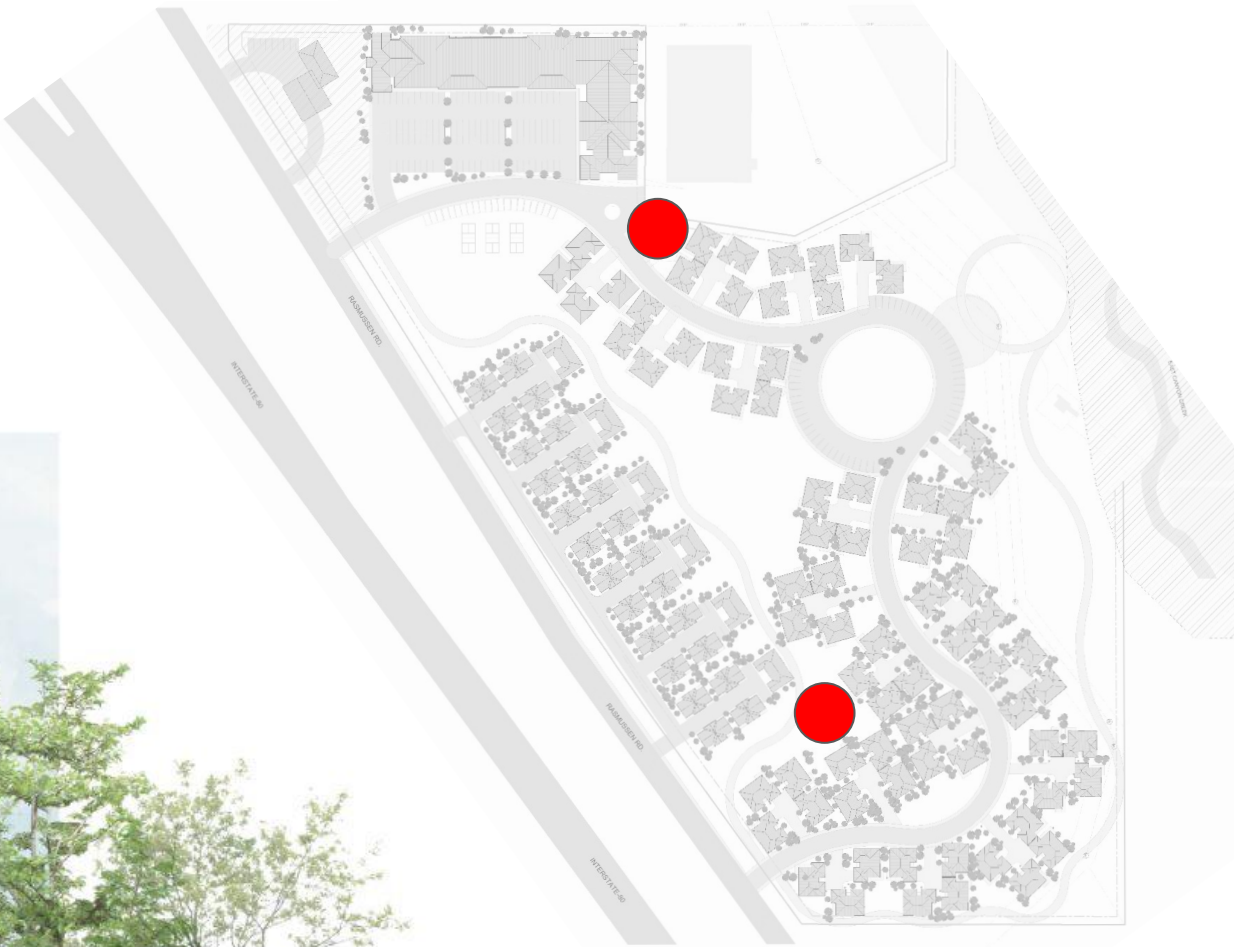
Parks provide areas of rest and reflection off of the trail system

Paved 12' wide multi use trail system to maintain a safe path for pedestrians, dog walkers, and cyclists.



Community Gardens

Community gardens offer a space for residents to grow their own food and connect with nature on a deeper level. They enhance visual appeal, and promote sustainability.



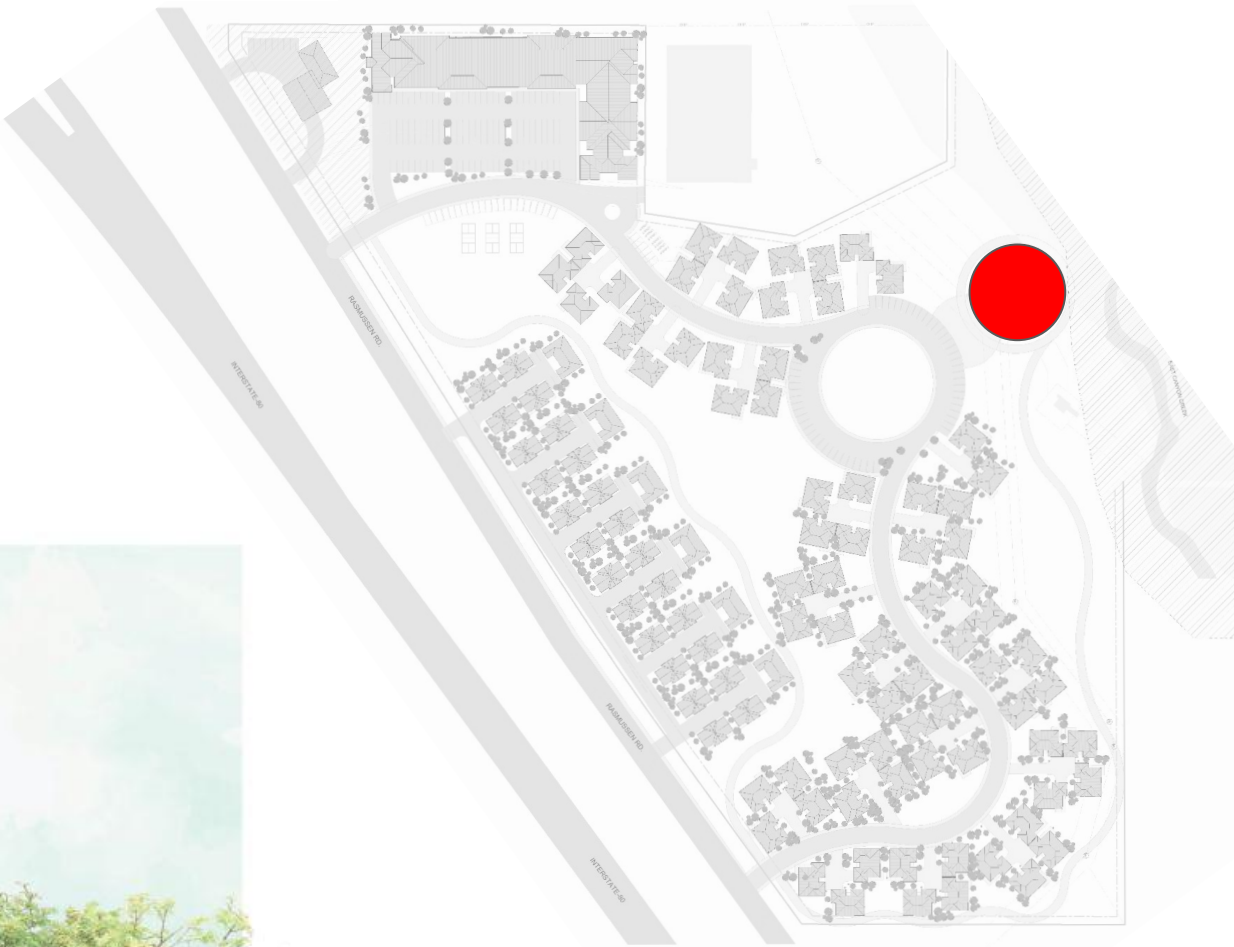
Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Permeable landscaping aids drainage and long term maintenance

Seasonal fruits and vegetables are planted by the community members, enhancing the visual appeal of the landscape

Children's Playground

A playground can bring life and energy into a community, offering a safe and engaging space for children. It promotes social interaction, active play, and a sense of connection between neighbors.



Drought tolerant trees on perimeter for shading and reduce heat island effect

Berliner Cubiron L climbing playground product.

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

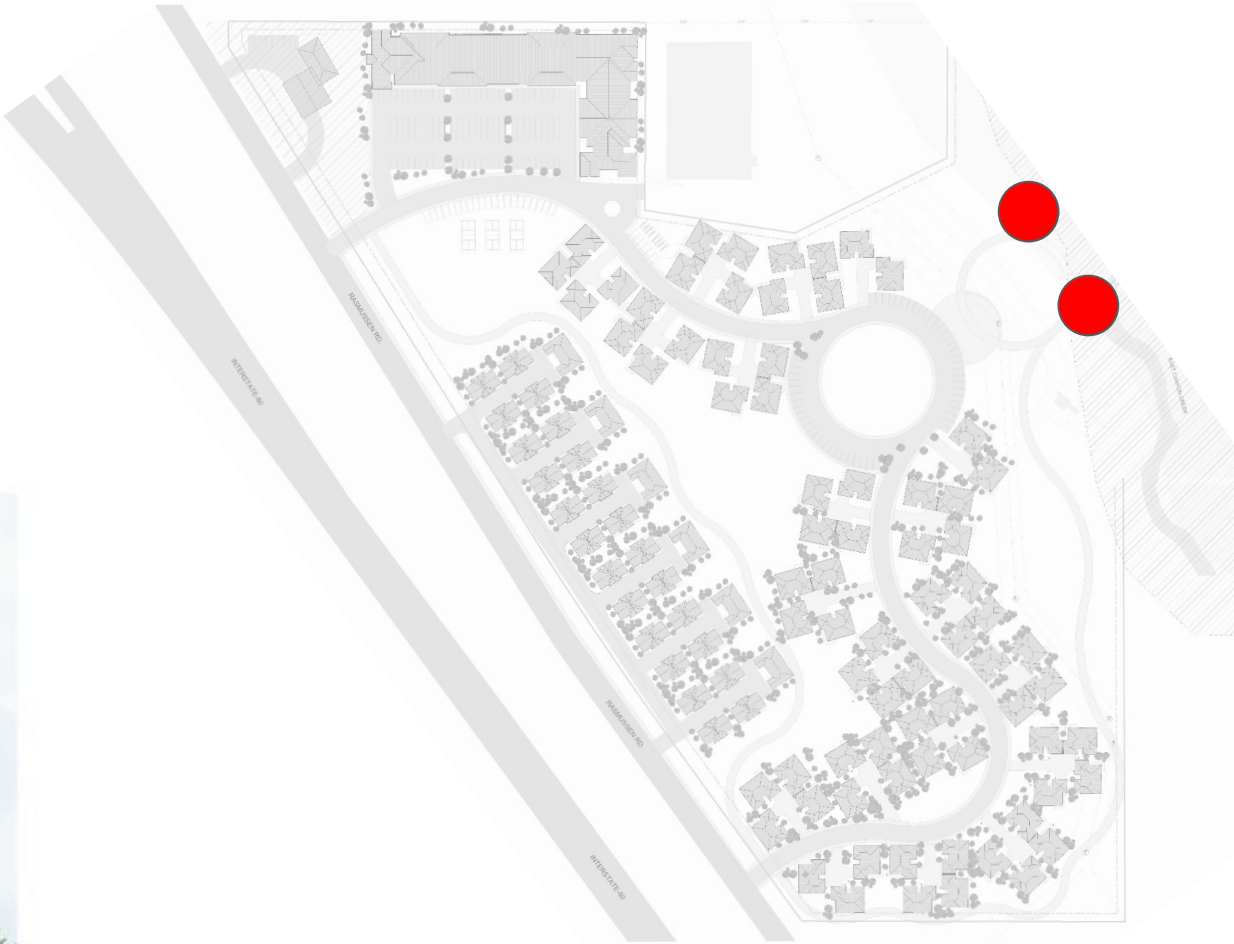
Recycled rubber padding. Provides soft, safe play area while promoting sustainability initiatives.



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River Interaction Bouldering

Landscaping elements like boulders blend into the river to create a natural and immersive environment. These features enhance the landscape and encourage exploration.



Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Situated to capture great views of the surrounding mountains and landscape

Landscape boulder elements to enhance the connectivity to the river without harming the ecosystem

River Boardwalk / Trail System

A boardwalk along the river provides a scenic area for walking, cycling, and relaxing. It brings community members closer to nature, promotes recreation, and creates a peaceful retreat.



A versatile trail for hiking, running, biking, or strolling

Piers for boardwalk limited to protect the river

Landscape boulder elements to enhance the connectivity to the river without harming the ecosystem



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Develop housing that fills gaps unmet by the private market. - Cline Dahle RFP project priorities

CRANDALL CAPITAL PROPOSED DENSITY	PHASE 01: Affordable First Multifamily Apartments	PHASE 02: First Time Home Buyer Duplex and Fourplex	PHASE 03: Multi Generational Living Single Family Detached	PHASE IV Fire Station: First Time Home Buyer Condominiums
80% or below AMI				
0-50% AMI	6			
60% AMI	14			
70% AMI	30			
80% AMI	35			
Above 80% AMI				
90% AMI	15			
First Time Home Buyer Program		75		36
Market Rate Housing			75	
Parks / Open Space SF	110,736	310,646	414,464	12,970
Parks / Open Space %	49.28%	68.05%	66.56%	24.92%
Total Proposed Housing	100	75	75	36
County Benefit	Affordable Housing Built First	\$750,000 back to County for programs	\$1,875,000 back to County for programs	\$360,000 back to County for programs

Our proposal returns **\$2,985,000** back to the County for a future projects working capital fund.