THE SALT LAKE COUNTY COUNCIL, STATE OF UTAH, MET ON TUESDAY, MARCH 31, 2015, PURSUANT TO ADJOURNMENT ON TUESDAY, MARCH 24, 2015, AT THE HOUR OF [4:15:00 PM](ftr://?location=&quot;Council&quot;?date=&quot;31-Mar-2015&quot;?path=&quot;&quot;?position=&quot;16:15:01&quot;?Data=&quot;009ab7b8&quot;), AT THE SALT LAKE COUNTY GOVERNMENT CENTER, 2001 SO. STATE STREET, ROOM N1-110, SALT LAKE CITY, UTAH.

COUNCIL MEMBERS

PRESENT: JENNIFER WILSON

JIM BRADLEY

ARLYN BRADSHAW

MICHAEL JENSEN

AIMEE NEWTON

SAM GRANATO

STEVEN DEBRY

MAX BURDICK

RICHARD SNELGROVE, Chair

OTHERS IN ATTENDANCE: BEN MCADAMS, MAYOR

By: NICHOLE DUNN, DEPUTY MAYOR

SIM GILL, DISTRICT ATTORNEY

JASON ROSE, LEGAL COUNSEL, COUNCIL OFFICE

SHERRIE SWENSEN, COUNTY CLERK

By: KIM STANGER & LINDA DUFFY, DEPUTY CLERKS

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Council Member Snelgrove, Chair, presided.

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**Mr. Weston Clark**, Senior Policy Advisor, Council Office, led the Pledge of Allegiance to the Flag of the United States of America.

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**Ms. Alexandra Eframo** opened the meeting with an invocation/reading/thought.

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Council Member Bradshaw, seconded by Council Member Burdick, moved to approve the minutes of the Salt Lake County Council meeting held on Tuesday, March 24, 2015. The motion passed unanimously, showing that all Council Members present voted “Aye.”

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**Ms. Alexandra Eframo** spoke under “Citizen Public Input” regarding the need for a timer that would count down the time a citizen has remaining to speak. This would be much more comfortable for the speaker rather than having the chair cut them off. She has seen such clocks at various other public meetings, and offered to donate the $400 needed to purchase the clock.

**Council Member Bradley** thanked her for a very generous donation.

**Council Member Snelgrove** stated the Council is usually liberal with the three minute rule for speakers. The limitation is a courtesy for all speakers when large groups of people want to address the Council.

**Ms. Eframo** also spoke about police matters, and the need for domestic violence offenders to be sentenced to therapy on the very first offense.

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**Mr. Skip Silloway**, Vice President & Treasurer, Friends of Alta, spoke under “Citizen Public Input” regarding the Mountain Accord and its effect on Alta. The mission of his organization is to protect the environment of Alta, including its watershed and wildlife habitat, preserve its unique character and heritage, and to encourage stewardship and sustainability of the environment. The Mountain Accord proposal to put a train and tunnel through the mountain will do nothing to help the watershed or wildlife. Little Cottonwood Canyon’s watershed status has worked for 75 years and is particularly critical this year due to the lack of snow. He agreed that something must be done about parking and transportation to and from the ski resorts. He suggested modifying Little Cottonwood Canyon Road for flex lanes – two lanes up in the morning and two lanes down in the evening. Upscale bus service would be another idea.

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**Ms. Jana Helsten**, President, Association of Community Councils Together (ACCT), spoke under “Citizen Public Input” requesting a $50,000 contribution to assist the community councils in the unincorporated areas in their efforts to advertise, network, market, and educate folks on the Community Preservation legislation recently passed by the Utah State Legislature. This funding would be disbursed to each community council according to population, and will aid in disseminating information regarding this November’s election. ACCT has also been in discussion with community council chairs to initiate an unincorporated area voter registration campaign.

**Council Member Bradshaw** requested that the Community Preservation External Communications Committee handle this request and bring a formal agenda item to the Council.

**Council Member Newton** stated the County needs to be sure the information disseminated does not favor one outcome over another in the election.

**Ms. Kimi Barnett**, Associate Deputy Mayor, Mayor’s Office, stated there is some language in the legislation about the way the County should handle its educational campaign. They will be very cognizant of that.

**Council Member Jensen** stated he agreed the County’s position should be neutral, but asked if the community councils had a different take on the election.

**Mr. Ron Faerber**, Secretary, ACCT, stated the unbiased information would be disseminated to all community councils. Each council knows the best way to get information to its citizens, whether it be by newspapers, door-to-door campaigning, or other means. Everyone needs to be on the same page with the educational material.

**Council Member Burdick** asked how ACCT came up with the $50,000 figure.

**Mr. Faerber** stated that was based on the funding ACCT received from the County several years ago to educate people about H.B. 40.

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**Mr. Steve Proper**, Comcast, spoke under “Citizen Public Input” regarding Comcast Cares Day. On April 25, 2015, Comcast will be doing its annual day of volunteering at local senior centers, parks, Youth Services, and Animal Services. He encouraged people to sign up for the event. Last year the event attracted 8,000 employees and volunteers.

**Council Member Newton** stated she participated in the Taylorsville Comcast Cares Day a few years ago. Comcast did a great job, and got a lot done.

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**Mr. Steve Van Maren** spoke under “Citizen Public Input” stating he has asked Jason Rose, Legal Counsel, Council Office, to look into whether the community groups created by S.B. 199 will be subject to the Open Meetings Act. He requested an answer to that question by the next Council meeting.

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Mr. Sim Gill, District Attorney, recognized Lt. Alex Huggard, District Attorney’s Office, and Karla Bartholomew, Ron Lund, and Kevin Okleberry, Salt Lake County Health Department. These individuals received a “Certificate of Appreciation” from the U.S. Environmental Protection Agency for their outstanding work in environmental crime investigations.

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Mr. Ryan Lambert, Deputy District Attorney, submitted a letter recommending denial of the GRAMA appeal filed by Bradley N. Mumford on behalf of Marc S. Jenson.

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Jensen, seconded by Council Member DeBry, made a substitute motion to ask the District Attorney’s Office to provide Mr. Mumford with documents that pertain to Mr. Jenson’s case unless they are materially tied to the cases of former Attorneys General John Swallow and Mark Shurtleff; then to categorize the documents and describe the nexus between the documents and the reason why they are not being disclosed. The motion passed unanimously.] The Council motion passed unanimously, showing that all Council Members present voted “Aye.”

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The Council reviewed a request for a contribution of $2,000 from the County Council’s contribution fund to “Fight the New Drug” to fund assemblies at Kearns High School and two junior high schools in Kearns to educate students on the harmful effects of pornography.

Council Member Newton, seconded by Council Member Jensen, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradley, seconded by Council Member Granato, moved to approve the contribution, finding the County received fair and adequate consideration for the contribution, and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed 6 to 2 to 1 with Council Members Wilson and Bradshaw voting in opposition and Council Member Burdick abstaining.] The Council motion passed 6 to 2 to 1, showing that Council Members Wilson and Bradshaw voted “Nay” and Council Member Burdick abstained.

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Mr. Brian Maxwell, Council Aide, submitted a letter requesting approval of the appointment of **Dustin Gardner** as a deputy constable under Constable Robert Reitz.

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the appointment and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, requesting Mr. Gardner take his oath at the County Clerk’s Office, showing that all Council Members present voted “Aye.”

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Ms. Megan Attermann, an employee of the ZAP Fund Administration Division, submitted a Disclosure of Private Business Interests form advising the Council that she is a volunteer with the Utah Children’s Theatre.

Council Member Bradshaw, seconded by Council Member Burdick, moved to accept the Disclosure Form and make it a matter of record. The motion passed unanimously, showing that all Council Members present voted “Aye.”

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Mr. Kevin Jacobs, County Assessor, submitted letters recommending that refunds in the amounts indicated be issued to the following taxpayers for overpayment of vehicle taxes:

Taxpayer Year Refund

**Fayann Oxley** 2014 $150.00

**Jay Rasmussen** 2014 $150.00

**Norma Auwarter** 2015 $ 10.00

**William Cooley** 2015 $ 10.00

**Ronald McCormick** 2015 $ 10.00

**Diogd Ordacowski** 2015 $ 80.00

**Barney Brockbank** 2014 $113.00

**Metro Title Services** 2014 $138.00

**Church of Jesus Christ of Latter-Day Saints** 2015 $150.00

**Joseph Q. Jarvis** 2015 $113.00

**Dennis L. Lythgoe** 2015 $ 53.00

**Joseph R. Myafield** 2015 $ 53.00

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Mr. Kevin Jacobs, County Assessor, submitted letters recommending that refunds in the amounts indicated be issued to the following taxpayers for overpayment of personal property taxes:

Taxpayer Year Refund

**Siemens Financial Services** 2013/2014 $1,998.43

**NMHG Financial Services** 2014 $ 489.65

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Ms. Liz Fehrmann, Chair, Property Tax Committee, submitted a letter recommending denial of the requests of the following taxpayers for waiver of the penalties and interest charged for delinquent payment of property taxes:

Taxpayer Parcel No.

**Dellory Matthews** 21-06-406-013

**Melissa Hansen** 16-15-430-004

**Tauna Mitchell** 16-26-353-019

**Francisco Nave** 21-21-451-008

**Bruce Engelhard** 24-21-226-014

**William Warren** 09-33-355-012

**Joseph Baker** 28-06-352-023

**GS Enterprises Utah** 27-17-130-006

**David Ellis** 22-06-104-018-4001

22-06-104-018-4002

16-31-377-004

**Michael Austin** 16-30-106-026

Ms. Fehrmann also recommended that the request filed by **Stephen Fullmer** for waiver of penalties and interest charged for delinquent payment of property taxes be continued on property identified as Parcel No. 27-21-127-009.

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Ms. Liz Fehrmann, Chair, Property Tax Committee, submitted a letter recommending approval for a 100 percent CRE exemption for tax years 2012-2013 on the **Utah’s Ethnic and Mining Museum** properties identified as Parcel Nos. 14-19-454-023 & 14-19-454-029. She also recommended denial of the request for a CRE exemption for tax years 2009-2011 on the same properties.

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Ms. Liz Fehrmann, Chair, Property Tax Committee, submitted a letter recommending approval for a 100 percent CRE exemption for 2013 on the **Miracle Rock Church** property identified as Parcel No. 08-35-453-021.

Council Member Bradshaw, seconded by Council Member Burdick, moved to approve the recommendations. The motion passed unanimously, authorizing the County Treasurer to effect the same, showing that all Council Members present voted “Aye.”

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THIS BEING THE TIME heretofore set for a public hearing to consider declaring property located at 12507 South Harvest Spring Lane as surplus and authorizing its conveyance to Riverton City for $5,684.25.

Council Member Bradshaw, seconded by Council Member Jensen, moved to open the public hearing. The motion passed unanimously, showed that all Council Members present voted “Aye.”

No one appeared in favor of or in opposition to the proposal.

Council Member Jensen, seconded by Council Member DeBry, moved to close the public hearing, surplus the property, convey it to Riverton City, and to approve the following resolution and quit claim deed:

RESOLUTION NO. 4916 DATE: MARCH 31, 2015

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE CONVEYANCE OF SURPLUS COUNTY PROPERTY, AND APPROVING CONVEYANCE OF THE SURPLUS REAL PROPERTY BY QUITCLAIM DEED TO RIVERTON CITY

RECITALS

1. Salt Lake County (the “County”) acquired Parcel No. 27-30-452-001, located at approximately 12507 South Harvest Spring Lane (4330 West) within the municipal boundaries of Riverton City (the “Property”), in 2014 by tax deed, and the Property is not currently in public use by the County.
2. The Harvest Creek Estates subdivision plat designates the Property as a public drainage easement.
3. Riverton City (the “City”) has already constructed a flood control retention pond on the Property and on an adjacent parcel, which is already owned by the City.
4. The City has offered in writing to purchase the Property for the amount of back taxes, penalties, interest, and administrative fees owed on the Property, totaling $5,684.25.
5. Because the Property has no use to the County but is a critical part of the City’s flood control infrastructure and will be placed in public use, the Salt Lake County Real Estate Section has determined that payment of the back taxes, penalties, interest, and administrative fees owed is full and adequate consideration for the conveyance of the Property to the City.
6. Proceeds from the sale of the County’s interest in the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
7. It has been determined that the best interest of the County and the general public will be served by the conveyance of the Property to the City. The conveyance will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real property constituting the Property to be conveyed to the City be and the same is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the conveyance of the Property by quitclaim deed to the City for the agreed consideration, as provided in the Interlocal Cooperative Agreement (the “Agreement”) attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the original of said Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Agreement to execute the Quitclaim deed, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the City as directed by the Agreement.

APPROVED and ADOPTED this 31st day of March, 2015.

SALT LAKE COUNTY COUNCIL

ATTEST (SEAL)

By /s/ RICHARD SNELGROVE

Chair

By /s/ SHERRIE SWENSEN

County Clerk

The motion passed unanimously, authorizing the Chair to execute the resolution and directing the County Clerk to attest his signature, showing that all Council Members present voted “Aye.”

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Mr. Adam Miller, Deputy District Attorney, submitted the following ordinance granting a cable license to Qwest Broadband Services to operate and maintain a cable television system in Salt Lake County:

ORDINANCE NO. 1783 DATE: MARCH 31, 2015

**CABLE LICENSE ORDINANCE**

QWEST BROADBAND SERVICES, INC.

An ordinance granting a CABLE LICENSE to qwest broadband SERVICES, inc d/b/a centurylink to operate and maintain a CABLE TELEVISION SYSTEM in SALT LAKE county; setting forth conditions accompanying the grant of the LICENSE; providing for county regulation and administration of the CABLE TELEVISION SYSTEM; and prescribing penalties for violation of the LICENSE provisions.

WHEREAS, Salt Lake County (the “County”) is authorized to grant and renew cable licenses for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the County boundaries by virtue of federal and state statutes, by the County's police powers, by its authority over its public rights-of-way, and by other County powers and authority;

WHEREAS, Qwest Broadband Services, Inc. d/b/a/ CenturyLink (“CenturyLink”) desires to provide cable communications services and to construct, operate and maintain a cable television system within the County; and

WHEREAS, the County, after due consideration hereby finds that it would serve the public interest of the citizens of the County to approve granting CenturyLink this License to construct, operate and maintain a cable television system within the County subject to the terms and conditions hereinafter set forth.

WHEREAS, the County finds that the development of internet service is essential for unincorporated Salt Lake County and provides great economic and social benefit to citizens and businesses in unincorporated communities. Because of the complex and rapidly changing technology associated with internet service, the County further finds that the public convenience, safety and general welfare can be achieved by establishing regulatory powers. It is the intent of this ordinance to attain the best possible public interest and public purpose for the residents of the unincorporated Salt Lake County.

NOW, THEREFORE, the County Legislative Body of Salt Lake County ordains as follows:

**Section 1. Definitions**

For the purpose of this License, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

A. “Act” shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

B. “Cable Service” shall have the meaning provided under Federal law and regulations.

C. “Cable System” shall have the meaning provided under Federal law and regulations.

D. “Gross Revenues” shall mean all revenue of any kind or nature, less related bad debts up to a maximum of two percent (2 %) annually of such cash, credits and property, received directly or indirectly by CenturyLink, its affiliates, subsidiaries, parent and any person, firm or corporation in which CenturyLink has a financial interest or which has a financial interest in CenturyLink. arising from or attributable to CenturyLink's operation of its Cable System to provide Cable Services (as defined from time to time by applicable federal law) within the County, including, but not limited to:

1. Revenue from all charges for services provided to Subscribers;

2. Revenue directly derived and attributable to the sale of commercial advertising upon the Cable System;

3. Revenue from all charges for the leased use of studios;

4. Revenue from all charges for the use of or lease of leased access channels;

5. Monthly recurring Revenue from all charges for the installation, removal, connection and reinstatement of equipment necessary for a Subscriber to receive Cable Services;

6. Revenue from the sale, exchange, use or cablecast of any programming developed for community use or institutional Users.

“Gross Revenues” shall not include taxes or fees (except the License Fee as defined below) collected by CenturyLink on behalf of any governmental authority; any increase in the value of stock, security or asset; any surcharges for underground conversion of cable plant costs; any increase in the value of any stock, security or asset; the value of complimentary service provided to CenturyLink's employees; and dividends or other distributions made in respect of any stock or securities; or value received by CenturyLink or any of its affiliates through cooperative advertising.

''Gross Revenues” shall not include cash, credit, property of any kind or nature, or other consideration received by CenturyLink's affiliates or any person, firm or corporation (''Related Person”) in which CenturyLink has a financial interest or which has financial interest in a Licensee for any sales of advertising on the Cable System, services to provide programming on the Cable System, production services, and other services which are Cable Services when such services are provided by a Related Person, which has all the following characteristics: the Related Person is a separate legal entity, with separate employees, with separate financial records (which may be part of consolidated financial reporting records), and a separate mission; it makes payments to CenturyLink which meet market standards for the services and industries involved, even if it does not offer and provide its services to persons other than CenturyLink in the same industry as CenturyLink; and it was established for valid business purposes and not with the intent and purpose of circumventing the Payment. Nothing contained in this exclusion from Gross Revenues shall be interpreted to exclude from Gross Revenues such cash, credit, property of any kind or nature or other consideration which would be considered CenturyLink's Gross Revenues derived from the operation of the Cable System to provide Cable Services under the Cable Act. Except for Gross Revenue from such sales of advertising on the Cable System, services to provide programming on the Cable System, production services, or telecommunication services which are Cable Services received by such Related Person, this paragraph shall not exclude from Gross Revenues any source of Gross Revenues, which an existing licensee itself is receiving at the time it is granted a License under this provision.

E. “Living Unit” means a distinct address as tracked in the QC network inventory, used by CenturyLink to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

F. “Person” shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the County.

G. “QC” means Qwest Corporation d/b/a CenturyLink (“QC”), an Affiliate of CenturyLink.

H. “Qualified Living Unit” means any Living Unit designated as qualified for Cable Service in QC’s loop qualification network inventory.

I. “Service Area” shall mean the territory within the boundaries of the County.

J. “Street” and “Public Right-of-Way” shall have the meaning set forth in applicable County Code or rules as defined below.

K. “Subscriber” shall mean an authorized recipient lawfully receiving Cable Service provided by CenturyLink by means of or in connection with the Cable System, whether or not a fee is paid for such service.

L. “County Code” shall mean the code, rules and regulations adopted by Salt Lake County, from time-to-time.

M. “Reasonable Notice” shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed for the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health safety, welfare or property of the residents of the County, reasonable notice shall be construed to mean written or verbal notice of the action, condition or defect or situation as soon as practicable under the circumstances.

N. “Multiple Dwelling Unit” or “M.D.U.” means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

**Section 2. Grant of License**

The nonexclusive License is hereby granted to CenturyLink for the Term of five (5) years, and subject to the terms, conditions, and limitations hereinafter stated, to use the Streets or Public Rights-of-Way of the County now or hereafter laid out or dedicated, and all extensions thereof, and additions thereto, to construct, erect, operate and maintain in, upon, along, across, above, over, and under the aforementioned Streets and/or Public Rights-of-Way in the County, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the County of a Cable System for the reception, sale, and distribution of Cable Service and for any and all other lawful purposes.

Any Affiliate of CenturyLink directly involved in the offering or delivery of Cable Services in the Service Area, or directly involved in the management or operation of the Cable System in the Service Area, shall comply with the obligations of this License. However, the Parties acknowledge that Qwest Corporation d/b/a CenturyLink (“QC”), an Affiliate of CenturyLink, will be primarily responsible for the construction and installation of the facilities in the Streets which will be utilized by CenturyLink to provide Cable Service, including Cable Services utilizing QC’s Fiber-to-the-Premises Network or Fiber-to-the-node infrastructure utilizing facilities provided by QC. So long as QC does not provide Cable Services to Subscribers in the City, QC will not be subject to the terms and conditions contained in this License. QC’s installation and maintenance of facilities in the Streets shall otherwise be subject to applicable laws and permit requirements. To the extent CenturyLink uses any third-parties (whether or not affiliated with CenturyLink) to fulfill its obligations under this License, CenturyLink will insure such parties comply with the terms and conditions of this License. To the extent CenturyLink constructs and installs Facilities in the Streets, such installations and facilities will be subject to the terms and conditions contained in this License.

**Section 3. Area of Operation**

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the County, CenturyLink shall have the right to construct, operate, and maintain, in, on, along and under the Streets and Public Rights-of-Way of the Service Area of the County, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the County of a Cable System at such locations designated by CenturyLink.

B. CenturyLink shall provide Cable Services upon request from any Person in the Service Area who resides in a Qualified Living Unit.

C. Except as otherwise provided in this License, CenturyLink shall provide Cable Services within seven (7) days of a request by any Person who resides in a Qualified Living Unit. A request shall be deemed made on the date of signing a service agreement, receipt of funds by CenturyLink or receipt by CenturyLink of a verified verbal or written request.

D. In cases of new construction or property development where utilities are to be placed underground, the developer/property owner shall give CenturyLink reasonable notice of such construction or development, and of the particular date on which open trenching will be available for CenturyLink's installation of conduit and/or cable. CenturyLink shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring Cable Service to the development shall be borne by the developer/property owner unless agreed to otherwise between CenturyLink and developer.

E. CenturyLink's use of Public Rights-of-Way shall be subject to all rules and policies adopted by the County from time to time.

**Section 4. Acceptance; Effective Date; Term**

A. Within sixty (60) days after the passage of this ordinance by the County Council, CenturyLink shall send a written acceptance thereof to the County. Such acceptance will acknowledge that CenturyLink agrees to be bound by and to comply with the provisions contained herein.

B. The License granted herein will take effect and be in full force from and after final passage by the County, subject to the acceptance provided in paragraph A above and shall continue in full force and effect for a period of five (5) years (hereinafter the “Term”).

**Section 5. Conditions on use of Streets and Roads**

A. Trimming/Cutting Trees. CenturyLink, upon consultation with the County, shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Streets. In the exercise of such right, CenturyLink shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary.

B. Restoring Streets. CenturyLink shall restore, reconstruct, or repair any Street and Public Right-of-Way, and any sewer, gas, effluent, water main, pipe, or fire alarm disturbed or destroyed by the exercise of any right granted to CenturyLink by this License in accordance with applicable County Code, as amended. In the event the County determines CenturyLink has not made such restoration, reconstruction or repair in a reasonably satisfactory manner, the County, after giving CenturyLink notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction or repair, and CenturyLink shall reimburse the County in full for all reasonable expenses incurred by the County in carrying out all or part of such restoration, reconstruction or repair.

C. Safety. CenturyLink shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and lines, equipment, and connections in, over, under, and upon the Streets, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by placement of adequate barriers, fences, or boardings, the bounds of which win be clearly designated by warning lights.

D. Compliance with Applicable Laws. CenturyLink shall install and maintain its wire, cables, fixtures, and other equipment in accordance with applicable County Code, as amended, any building codes, or other construction standards imposed by the County, and the applicable sections of the National Electric Safety Code as revised during the Term and in such manner as shall not interfere with any installations of the County or of any public utility serving the County.

E. Temporary Moving of Wires. CenturyLink shall, on the request of any Person holding a building-moving permit issued by the County, temporarily relocate its facilities to permit the moving of buildings, water, effluent or sewer lines, or Streets and/or Public Rights of Way. The expense of such relocation shall be paid by the Person requesting the same, and CenturyLink shall have the authority to require such payment. CenturyLink shall be given not less than five (5) business days’ notice to arrange for such relocation.

F. Inspection. The County shall have the right to inspect all construction or installation work performed in, over, under and upon the Streets, subject to the provisions of this License and make such inspections as it shall find necessary to insure compliance with the terms of this License.

G. Location of Distribution Lines-Poles/Underground Cable. No poles or structures shall be erected by CenturyLink without prior approval of the County, through established permit procedure pursuant to applicable County Code, as amended. Location of any pole or structure shall be removed or modified by CenturyLink whenever the County determines that the public health, safety and welfare would be negatively affected. If the County requires the removal or relocation of part of the Cable System, such removal or relocation shall be solely at CenturyLink's expense.

H. Moving of CenturyLink Property. CenturyLink will, upon reasonable notice from the County, protect, support, temporarily disconnect or relocate its property in the Street or Public Right-of Way when required by the County or State by reason of traffic conditions, public safety, street closing or abandonment, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. The County shall bear the cost to the extent such request for relocation or disconnection is for aesthetic purposes.

**Section 6. Construction and Operation**

A. All installation and maintenance of electronic equipment shall be in accordance with the applicable sections of the current edition of the National Electric Safety Code and all State as well as all applicable County codes.

B. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Cable System shall comply with the standards of the Occupational Safety and Health Administration.

C. Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the County following accepted construction procedures and practices and working through existing committees and organizations.

D. Any antenna structure used in the Cable System shall comply with construction, marking and lighting of antenna structures required by the United States Department of Transportation. CenturyLink shall obtain a special use permit from the County prior to the installation of any such antenna structure.

E. CenturyLink will not intentionally interfere with television reception of Persons not served by CenturyLink, nor will the Cable System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the County. Specifically, CenturyLink shall not interfere, obstruct or hinder in any manner, the County's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

F. CenturyLink shall not be required to make Cable Service available to residents of an M.D.U. project until a mutually acceptable agreement granting CenturyLink access to the M.D.U. has been executed and delivered by CenturyLink and the property owner.

G. CenturyLink will at all times fully comply with all County requests regarding its work within the Public Rights-of-Way.

**Section 7. Customer Service**

CenturyLink shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call, and shall adjust its staffing, as necessary, with respect to special events which may reasonably be expected to increase call volume. In any event, CenturyLink shall comply at all times with the customer service provisions set forth in 47 Code of Federal Regulations Parts 76.309, 76.1602 and 76.1603.

**Section 8. Channel Capability**

A. CenturyLink shall use reasonable efforts to provide a minimum of two hundred (200) channels. CenturyLink shall provide broad categories of services. Suggested broad categories of video programming are:

1. Educational programming;

2. News and information;

3. Sports programming;

4. General entertainment (including movies);

5. Children’s programming;

6. Family programming;

7. Culture and performing arts;

8. Science/documentary;

9. Weather information;

10. Ethnic programming; and,

11. Governmental affairs.

CenturyLink shall carry the signals of local broadcast stations in the Salt Lake City Metropolitan area that have indicated to CenturyLink their “must carry” designation as well as broadcast stations that have executed “retransmission consent” agreements with CenturyLink in accordance with FCC regulations and federal law.

B. Upon request by the County, CenturyLink shall make available one (1) channel to be used for educational and governmental cablecast programming. When first-run programming on the first educational and governmental access channel occupies fifty percent of the hours between 11:00 a.m. and 11 p.m., for any twelve consecutive weeks, the County may request the use of one additional channel for the same purpose. The additional channel must maintain programming twenty-five percent of the hours between 11:00 a.m. and 11:00 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to CenturyLink for its use. CenturyLink also reserves the right to program designated educational and governmental channels during the hours not used by the County or other governmental entities. If programming time is not used by County and is available for sharing, the channels may be shared with other municipalities receiving programming from the common head end receive site location. The County shall agree to indemnify, save and hold harmless CenturyLink from and against any liability resulting from the use of the aforementioned educational and governmental channels by the County, except for liability resulting from program time shared with other municipalities. CenturyLink shall not have to provide any channel capacity beyond that provided by any other licensed cable provider in the County.

C. At any time during the term of this License the County may require that CenturyLink prospectively provide a “Capital Contribution,” during the remaining term of the License, to be used specifically for educational and governmental access. The County shall give CenturyLink ninety (90) days written notice of such a requirement. The amount of the Capital Contribution payable by CenturyLink to the County shall not exceed ten cents per month, per Subscriber, to be remitted annually. The payment shall be due no later than forty-five (45) days after the end of the calendar year. All amounts paid as the Capital Contribution may be separately stated on Subscribers’ bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by CenturyLink to the County after; a) the approval of the County, if required, to the inclusion of the Capital Contribution on Subscribers’ bill including any required approval pursuant to 47 C.F.R. 76.933; b) notice to CenturyLink’s Subscribers of the inclusion; and c) the collection of the Capital Contribution by CenturyLink from its Subscribers. The “Capital Contributions” are not to be considered in the calculation of License Fees pursuant to this License. CenturyLink shall never be required to pay a different amount than being collected from the incumbent cable provider for a capital contribution.

D. CenturyLink may make all PEG channels available on a mosaic display.

**Section 9. Conduct of Operations**

A. CenturyLink will render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. CenturyLink will use reasonable efforts to assure that such interruptions will occur during periods of minimum system use.

B. CenturyLink shall comply with all Federal Communications Commission rules and regulations, both present and future.

**Section 10. Indemnification**

A. The County shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation or maintenance by CenturyLink of its Cable System.

B. CenturyLink shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against and all claims, demands, suits, costs, liens, liabilities, injuries and damages of whatsoever kind resulting directly or indirectly from, or arising out of: 1) any acts or omissions of or by CenturyLink, its agents, representatives, officers, employees, or subcontractors in connection with CenturyLink's use of the Public Rights-of-Way within the County; or 2) CenturyLink’s failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from CenturyLink’s use of the Public Rights-of-Way within the County. CenturyLink agrees that its duty to defend and indemnify the County under this License includes reasonable attorney’s fees, litigation and court costs and expert witness fees.

C. Notwithstanding any provision hereof to the contrary, CenturyLink shall not be obligated to indemnify, defend or hold the County harmless to the extent any claim, demand, suit, cost, lien, liability, injury or damage arises out of or in connection with any negligent or willful act or failure to act of the County or any of its officers, agents or employees.

**Section 11. Insurance**

**11.1** General Insurance Requirements for all Policies.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date before the effective date of this License, and (ii) be maintained for a period of at least three (3) years following the end of the term of this License or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

1.A. Currently rated A- or better by A.M. Best Company; and

1.B. For construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

2. Listed in the United States Treasury Department’s current Listing of Approved Sureties (Department Circular 570), as amended.

C. CenturyLink shall furnish evidence of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to CenturyLink’s written acceptance of this License. D. In the event any work is subcontracted, CenturyLink shall require its contractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of CenturyLink hereunder.

D. CenturyLink's insurance policies shall be primary and non-contributory to any other coverage available to the County. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, CenturyLink shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County.

G. In the event CenturyLink fails to maintain and keep in force any insurance policies as required herein County shall have the right at its sole discretion to obtain such coverage and charge CenturyLink for the costs of said insurance.

**11.2** Required Insurance Policies. CenturyLink, at its own cost, shall secure and maintain during the term of this License, including all renewal terms, the following minimum insurance coverage:

A. Workers’ compensation and employer’s liability insurance as required by the State of Utah, and employers liability coverage in the amount of $1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, CenturyLink shall require its contractor(s) similarly to provide workers’ compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. The policy shall protect the County, CenturyLink, and any contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from CenturyLink’s operations under this License, whether performed by CenturyLink itself, any contractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of $1,000,000 per person, $2,000,000 per accident, $500,000 per occurrence for property damage, or a single combined limit of $2,000,000.

**Section 12. Unauthorized Connections or Modifications**

A. It is unlawful for any Person to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the Cable System for any purpose whatsoever, without the express consent of CenturyLink.

B. It is unlawful for any Person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the Cable System for any purpose whatsoever.

C. Any Person convicted of a violation of this section will be subject to the maximum penalty allowed by Federal, State and local law. The County agrees to cooperate with CenturyLink in the prosecution of any such violations.

**Section 13. License Fee**

A. CenturyLink will pay to the County quarterly, within sixty (60) days following the end of each quarter, an amount equal to five percent (5%) of CenturyLink's quarterly Gross Revenues (“License Fee”). The License Fee will be deemed to reimburse the County for the rights granted herein and/or all costs of regulation and administration of the License.

B. Notwithstanding any provision to the contrary, CenturyLink shall, in addition to the License Fee described above, pay the required charges, taxes and fees lawfully established in a code or ordinance properly adopted by the County. CenturyLink shall be entitled to pass such charges, taxes and fees directly to its subscribers in the County.

C. CenturyLink, upon request of the County, shall install and furnish, at its sole cost, a standard installation and one outlet of basic cable to those administrative buildings owned and occupied by the County, provided that such County buildings are designated as Qualified Living Units and no other cable service provider is providing Cable Services at such location. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from CenturyLink. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The County shall take reasonable precautions to prevent any use of CenturyLink’s Cable System in a manner that results in any loss or damage to the Cable System. The County shall hold CenturyLink harmless from any and all liability for claims arising out of the provision and use of Cable Service required by this subsection.

**Section 14. Rates**

All of CenturyLink's rates and charges shall be published (in the form of a publicly-available rate card) in accordance with applicable State and Federal law, and shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. CenturyLink shall apply its rates in accordance with governing law, with similar rates and charges for all subscribers receiving similar cable service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability. Nothing herein shall be construed to prohibit CenturyLink from:

A. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;

B. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;

C. The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations; or

D. The establishment of different and nondiscriminatory rates and charges for residential Subscribers as allowable by federal law and regulations.

**Section 15. Records and Reports**

A. Copies of all petitions, applications and communications submitted by CenturyLink and directly related to CenturyLink's License to the Federal Communications Commission, Securities and Exchange Commission or any other agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this License, shall be submitted to the County upon written request.

B. The County shall have the right, at its own expense, no more than one (1) time during any calendar year, and upon at least thirty (30) working days prior written notice, to inspect at CenturyLink's offices during normal business hours, all books and records directly related to this License to ensure compliance with the terms of this License. To the extent such information is protected by State or Federal law, the County will not disclose to the public or to competitors of CenturyLink any commercial or financial information reviewed by the County pursuant to this License. If any books or records of CenturyLink are not kept in a local office and if the County determines that an examination of such records is necessary or appropriate for the performance of any of the County’s duties, administration or enforcement of this ordinance, then all reasonable travel and related expenses incurred in making such examination shall be paid by CenturyLink.

C. Throughout the term of the Franchise, CenturyLink shall provide the County with an annual report of its operations of the Cable System in the Service Area, including the number of Subscribers, the anticipated construction and maintenance of its facilities and its general plans to increase availability in the following year. CenturyLink shall not be required to disclose any protected or confidential information as part of this annual report. CenturyLink also agrees to meet with the County on an annual basis upon fifteen (15) days prior written request from the County. Matters to be discussed include, but are not limited to Customer service, System performance, technical issues and other matters related to CenturyLink’s operation of the Cable System.

**Section 16. License Renewal**

Any renewal of this License shall be in accordance with the renewal provisions of the Cable Act as codified at the time of the renewal and any relevant provisions of the County Code, as amended.

**Section 17. Transfer of License**

CenturyLink shall not transfer this License to another party, person, or entity except to a company controlling, controlled by or under common control with CenturyLink, without complying with the provisions of the Cable Act.

**Section 18. Termination; Cancellation**

A. In addition to all other rights and powers pertaining to the County by virtue of this License or otherwise, the County reserves the right, after reasonable notice to CenturyLink and after reasonable opportunity of CenturyLink to cure any alleged License Violation, to terminate and cancel this License and all rights and privileges of CenturyLink hereunder in the event that CenturyLink:

1. Willfully fails to reasonably carry out any provision of this License or any rule, order, or determination of the County pursuant to this License; or
2. Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.

B. Such termination and cancellation shall be by resolution duly adopted after sixty (60) day notice to CenturyLink and shall in no way affect any of the County's rights under this License or any provision of law.

**Section 19. Force Majeure**

With respect to any provision of this License, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon CenturyLink, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by CenturyLink and is beyond CenturyLink's reasonable control.

**Section 20. Miscellaneous**

A. The right is hereby reserved by the County to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations, as it shall find to be in the best interests of the County, so long as such actions do not materially affect the rights of CenturyLink hereunder.

B. If any section, subsection, sentence, clause, phrase or portion of the License is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. County acknowledges that acceptance of the terms and conditions of this License will not constitute, or be deemed to constitute, a waiver, either expressed or implied, by CenturyLink of any constitutional or legal right which CenturyLink may have or may be subsequently determined to have, either by current or subsequent legislation or court decisions. The County acknowledges that CenturyLink hereby reserves its rights under applicable Federal and State constitutions and law.

D. This License shall be governed by the laws of the State of Utah.

E. Any controversy or claim arising out of or relating to this License, or the breach thereof shall be settled by arbitration before a single arbitrator in accordance with the Utah Uniform Arbitration Act, Utah Code Ann. §§ 78B-11-101 to 131, with the arbitration proceeding being administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. All notices or correspondence to be served upon the County or CenturyLink by the other party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

Notices or correspondence to the County shall be addressed as follows:

Salt Lake County

Attention: Patrick Leary

2001 South State Street N3-200  
Salt Lake City, UT 84114

Notices or correspondence to CenturyLink shall be addressed as follows:

Qwest Broadband Services, Inc. d/b/a CenturyLink

Attention Public Policy

1801 California Street, 10th Floor

Denver, CO 80202

With a copy to: CenturyLink

Attention: Public Policy

250 E.200 S, 16th Floor

Salt Lake City, UT 84111

The County or CenturyLink may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

APPROVED and ADOPTED this 31st day of March, 2015.

SALT LAKE COUNTY COUNCIL

ATTEST (SEAL)

By /s/ RICHARD SNELGROVE

Chair

By /s/ SHERRIE SWENSEN

County Clerk

Council Member Bradshaw, seconded by Council Member Newton, moved to approve the ordinance. The motion passed unanimously, authorizing the Chair to sign the same, directing the County Clerk to attest his signature, and to publish the ordinance summary in a newspaper of general circulation, showing that all Council Members present voted “Aye.”

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Mr. Adam Miller, Deputy District Attorney, introduced an ordinance removing the Upper Canal and the Union Jordan North and South Ditches from the County’s storm drainage and flood control system. (Final adoption of this ordinance will be considered at the Tuesday, April 14, 2015, Council meeting).

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the ordinance and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, showing that all Council Members present voted “Aye.”

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Mr. Craig Wangsgard, Deputy District Attorney, submitted a letter recommending approval of the following RESOLUTION authorizing and approving the execution and delivery of an amendment to the Indenture of Trust, for the Waterford School, LLC to refinance its outstanding School Facility Revenue Bonds, Series 2010B; approving the execution and delivery by the issuer of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this resolution and related matters. The documents have been released to Ballard Spahr LLP:

RESOLUTION NO. 4917 DATE: March 31, 2015

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY, UTAH (THE “ISSUER”) AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO INDENTURE OF TRUST, RELATING TO THE ISSUER’S SCHOOL FACILITY REVENUE BONDS, SERIES 2010B (WATERFORD SCHOOL, LLC); APPROVING THE EXECUTION AND DELIVERY BY THE ISSUER OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION AND RELATED MATTERS.

WHEREAS, pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the “Act”), Salt Lake County, Utah (the “Issuer”), is authorized to issue its industrial development revenue bonds to finance the costs of any “project” as defined in the Act to the end that the Issuer may be able to promote the general welfare within the State of Utah; and

WHEREAS, Waterford School, LLC (collectively with any related parties, the “Borrower”), approached the Issuer and requested the Issuer to issue revenue bonds and lend the proceeds thereof to the Borrower to refinance the construction, renovation, equipping and furnishing of the Borrower’s facilities located in Sandy, Utah (the “Project”); and

WHEREAS, in connection with the refinancing of the Project, on or about August 24, 2010, Zions First National Bank (the “Purchaser”) purchased (among others) a $4,710,000 School Facility Revenue Bonds, Series 2010B (Waterford School, LLC) (the “Series B Bond”) issued by the Issuer pursuant to (i) a Loan Agreement dated as of August 1, 2010 (the “Loan Agreement”), between the Borrower and the Issuer and (ii) an Indenture of Trust dated as of August 1, 2010 (the “Indenture”), between the Issuer and Zions First National Bank, as trustee (the “Trustee”); and

WHEREAS, the Purchaser and the Borrower desire to cause a reduction in the margin used to calculate the interest rate on the Series B Bond and have requested that the Issuer approve such lower margin; and

WHEREAS, the County Council of Salt Lake County, Utah (the “County Council”), deems it necessary and advisable to authorize the interest rate reduction for the Series B Bond; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the County Council desires to authorize an Amendment to Indenture of Trust (the “Amendment to Indenture of Trust”), in substantially the form presented to the Council at this meeting; and

WHEREAS, the Act and the documents previously signed by the Issuer provide that the Series B Bond shall not constitute or give rise to a general obligation or liability of the Issuer or be a charge against its general credit or taxing powers and that the Series B Bond will be payable from and secured only by the revenues arising from the pledge and assignment under the Indenture and nothing in the Amendment to Indenture of Trust will alter such provisions.

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

### All terms defined in the recitals hereto shall have the same meaning when used herein. All action heretofore taken, not inconsistent with the provisions of this resolution, by the County Council and by the officers of the Issuer directed toward the Amendment to Indenture of Trust are hereby ratified, approved and confirmed.

### The Amendment to Indenture of Trust, in substantially the form presented to the County Council at this meeting and attached hereto as Exhibit B, with such changes as are authorized by Section 3 hereof, is hereby approved in all respects, and the Mayor or his designee (the “Mayor”) and the County Clerk or Deputy County Clerk (the “County Clerk”) are hereby authorized to execute the same on behalf of the Issuer and to affix the seal of the Issuer thereto and the acts of the Mayor and County Clerk in so doing are and shall be the act and deed of the Issuer. The Mayor and the County Clerk or any other proper officers and employees of the Issuer are hereby authorized and directed to take all steps on behalf of the Issuer to perform and discharge the obligations of the Issuer under said document. The Mayor and the County Clerk are hereby authorized and directed to execute and seal a replacement Series B Bond or Series B Bonds, by facsimile or manual execution.

### The Mayor is hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes or additions in the Amendment to Indenture of Trust and the Series B Bond, which may be necessary to correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the agreement between the Borrower and Purchaser with respect to this financing transaction, to the provisions of this resolution, or any other resolution adopted by the Issuer, or the provisions of the laws of the State of Utah or the United States as long as the rights of the Issuer are not materially adversely affected thereby.

### The Mayor and the County Clerk and any other duly authorized officers of the Issuer are hereby authorized to execute all documents, including without limitation, supplemental tax certificates and IRS reporting documents, and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

### It is hereby declared that all parts of this resolution are severable and that if any section, paragraph, clause, or provision of this resolution shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect the remaining provisions of this resolution.

### All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

### This resolution shall take effect immediately upon its approval and adoption.

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

SALT LAKE COUNTY COUNCIL

ATTEST AND COUNTERSIGN:

By /s/ RICHARD SNELGROVE

Chair

By /s/ GAYELENE GUDMUNDSON

Deputy County Clerk

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the resolution and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, authorizing the Chair to execute the resolution and directing the County Clerk to attest his signature, showing that all Council Members present voted “Aye.”

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Mr. Craig Wangsgard, Deputy District Attorney, submitted a letter recommending approval of the following RESOLUTION authorizing the issuance and sale of not more than $15,800,000 aggregate principal amount of Salt Lake County’s General Obligation Refunding Bonds, Series 2015; delegating to certain officers of the County the authority to approve the final terms and parameters set forth; prescribing the form and delivery of the Series 2015 bonds; providing how the proceeds of the Series 2015 bonds will be used and how payment of the bonds will be made; providing for the publication of a Notice of Bonds to be issued; approving the distribution of an official Notice of Bond Sale and an official statement with respect to the Series 2015 bonds; and authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by this resolution. The documents have been released to Ballard Spahr LLP:

RESOLUTION NO. 4918 DATE: March 31, 2015

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY, UTAH (THE “ISSUER”) AUTHORIZING THE ISSUANCE AND SALE BY THE ISSUER OF NOT MORE THAN $15,800,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 (THE “SERIES 2015 BONDS”); DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2015 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PRESCRIBING THE FORM OF BONDS; PROVIDING FOR THE MANNER OF EXECUTION AND DELIVERY OF THE SERIES 2015 BONDS; PROVIDING HOW THE PROCEEDS OF THE SERIES 2015 BONDS WILL BE USED AND HOW PAYMENT OF THE SERIES 2015 BONDS WILL BE MADE; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; APPROVING THE DISTRIBUTION OF AN OFFICIAL NOTICE OF BOND SALE AND AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2015 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, to achieve a debt service savings, Salt Lake County, Utah, (the “Issuer”) desires to refund and retire all or a portion of certain of its currently outstanding general obligation bonds (collectively the “Refunded Bonds”); and

WHEREAS, the Issuer has the authority to issue and desires to issue its General Obligation Refunding Bonds Series 2015 (the “Series 2015 Bonds”) in the total aggregate principal amount of not to exceed $15,800,000, pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act”), for purposes of  refunding the Refunded Bonds and paying related expenses; and

WHEREAS, the Refunding Bond Act provide for the publication of a “Notice of Bonds to be Issued,” and the Issuer desires to publish such a notice at this time in compliance with the Act with respect to the Series 2015 Bonds; and

WHEREAS, the Issuer desires to approve and authorize the preparation and use of a Preliminary Official Statement relating to the Series 2015 Bonds, including a form of an Official Notice of Bond Sale (the “Official Notice of Bond Sale”), and the preparation and use of any other documents deemed necessary in marketing the Series 2015 Bonds; and

WHEREAS, as permitted by Section 11-27-3 of the Refunding Bond Act and in order to allow flexibility in setting the pricing date of the Series 2015 Bonds and to optimize debt service savings to the Issuer, the Council desires to grant to any one of the Mayor (or his designee), the Chief Financial Officer or the Treasurer of the Issuer, the authority to conduct a competitive sale for the Series 2015 Bonds pursuant to the terms of the Official Notice of Bond Sale and, based on the resulting bids, select the purchaser of the Series 2015 Bonds; approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold, and to execute a Terms Certificate setting forth the final terms of the Series 2015 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County, Utah, as follows:

# DEFINITIONS; AUTHORITY

## Definitions

. As used in this Resolution, the following terms shall have the following meanings:

“Beneficial Owner” means, while DTC or its nominee is the registered owner of the Series 2015 Bonds, any person entitled to receive payment of principal of, premium, if any, and interest on Bonds and otherwise exercise ownership rights with respect to Bonds.

“Bond Fund” means the fund established under Section 4.2 hereof.

“Bondowner” “Bondholder,” “Owner” or “Registered Owner” means the registered owner of any Bond as shown on the registration books of the Issuer kept by the Bond Registrar.

“Bond Registrar” means each Person appointed by the Issuer as registrar and agent for the transfer, exchange and authentication of the Series 2015 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar shall be determined by the Designated Officers as shown in the Terms Certificate.

“Business Day” means a legal business day on which banking business is transacted in the city in which the Paying Agent has its principal corporate trust office.

“Chair” means the Chair of the Council.

“Chief Financial Officer” means the Chief Financial Officer of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate to be executed by the Issuer and dated the date of issuance and delivery of the Series 2015 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form of Exhibit C hereto.

“Council” means the County Council of Salt Lake County, Utah.

“County Clerk” means the County Clerk of the Issuer and references to the Deputy County Clerk means any Deputy County Clerk of the Issuer.

“Designated Officers” means any one of the following three: (i) the Mayor, (ii) the Chief Financial Officer and (iii) the Treasurer.

“DTC” means The Depository Trust Company as securities depository for the Series 2015 Bonds, or its successors.

“Escrow Account” means the Escrow Account or Accounts established in the Escrow Agreement.

“Escrow Agent” means the Escrow Agent as determined by the Designated Officers as shown in the Terms Certificate.

“Escrow Agreement” means the Escrow Deposit Agreement by and between the Issuer and the Escrow Agent providing for payment of the interest on and the principal and the redemption price of the Refunded Bonds through the redemption date therefor, in substantially the form attached hereto as Exhibit E.

“Government Obligations” means direct obligations of the United States of America, or other securities, the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Interest Payment Date” means each of the dates and as commencing as provided in the Terms Certificate.

“Issuer” means Salt Lake County, Utah.

“Mayor” means the Mayor or his designee, including the Deputy Mayor of the Issuer.

“Official Notice of Bond Sale” means the Official Notice of Bond Sale of the Issuer with respect to the Series 2015 Bonds, in substantially the form of Exhibit H hereto.

“Official Statement” means the Official Statement with respect to the Series 2015 Bonds, in substantially the form attached hereto as Exhibit D.

“Original Issue Date” means the date of delivery of the Series 2015 Bonds.

“Paying Agent” means each Person appointed by the Issuer as paying agent with respect to the Series 2015 Bonds pursuant to Section 2.5 hereof. The initial Paying Agent shall be determined by the Designated Officers as shown in the Terms Certificate.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Purchaser” means the purchaser(s) of the Series 2015 Bonds identified in the Terms Certificate.

“Record Date” means with respect to each Interest Payment Date, the fifteenth day immediately preceding such Interest Payment Date, or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar, and with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

“Refunded Bonds” means the Issuer’s currently outstanding general obligation bonds, identified more specifically in the Terms Certificate, to be refunded with a portion of the proceeds of the Series 2015 Bonds.

“Refunding Bond Act” means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Representation Letter” means the blanket representations letter from the Issuer to the DTC.

“Resolution” means this Resolution authorizing the issuance and sale of the Series 2015 Bonds.

“Series 2015 Bonds” means the General Obligation Refunding Bonds, Series 2015, of the Issuer authorized hereby. The Series 2015 Bonds may be issued from time to time in one or more series and with designations for each such series.

“State” means the State of Utah.

“Terms Certificate” shall mean the certificate of the Issuer setting forth the final terms for the Series 2015 Bonds (within the parameters set forth herein) to be executed by any two of the Designated Officers in substantially the form of Exhibit F hereto.

“Treasurer” means the County Treasurer of the Issuer.

Unless the context clearly indicates to the contrary, the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Resolution, refer to this Resolution in its entirety.

## Authority for Resolution

. This Resolution is adopted pursuant to the Refunding Bond Act.

# AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

## Authorization of Bonds, Principal Amount, Designation and Series

. In accordance with and subject to the terms, conditions and limitations established by the Refunding Bond Act, and in this Resolution, a series of General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of not to exceed $15,800,000. Such series of bonds shall be designated “Salt Lake County, Utah General Obligation Refunding Bonds, Series 2015.” The name of the Series 2015 Bonds may be revised in the Terms Certificate. The Series 2015 Bonds may be issued in one or more series, from time to time and at any time within 18 months of the date of adoption of this Resolution, all within the parameters established hereby.

The Series 2015 Bonds shall be issued as fully registered Bonds, initially in book-entry form.

The Series 2015 Bonds shall be general obligations of the Issuer for the payment of which the full faith, credit and taxing power of the Issuer are hereby pledged, and the Issuer hereby agrees and covenants that it will annually cause to be levied a tax sufficient along with other available amounts to pay the principal of, premium, if any, and interest on the Series 2015 Bonds as they fall due and payable and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

## Purpose

. The Series 2015 Bonds are hereby authorized to be issued for the purpose of refunding the Refunded Bonds and paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 bonds.

## Bond Details; Delegation of Authority

. The Series 2015 Bonds shall mature on the dates and in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the Original Issue Date payable on each Interest Payment Date at the per annum rates, all as provided in the Terms Certificate.

### (b) There is hereby delegated to the Designated Officers, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Series 2015 Bonds and the Designated Officers are hereby authorized to make such determinations:

#### the principal amount of the bonds necessary to accomplish the purpose of the Series 2015 Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Series 2015 Bonds shall not exceed $15,800,000;

#### the maturity date or dates and principal amount of each maturity of the Series 2015 Bonds to be issued; provided, however, that the final maturity of all Series 2015 Bonds shall not be later than eighteen (18) years from the date of issuance thereof;

#### the interest rate or rates of the Series 2015 Bonds; provided, however, that the interest rate or rates to be borne by any Series 2015 Bond shall not exceed five and one-half percent (5.5%) per annum;

#### the designation of the Purchaser, the sale of the Series 2015 Bonds to the Purchaser, and the purchase price to be paid by the Purchaser for the Series 2015 Bonds; provided, however, that the discount from par of the Series 2015 Bonds shall not exceed two percent (2.0%);

#### to select and determine the Paying Agent, Bond Registrar, and Escrow Agent;

#### the redemption provisions for the Series 2015 Bonds; and

#### the bonds to be refunded as the Refunded Bonds and any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this Resolution.

Upon award of the Series 2015 Bonds to the Purchaser pursuant to the terms of the Official Notice of Bond Sale, the Designated Officers shall make the determinations provided above and shall execute the Terms Certificate containing such terms and provisions on behalf of the Issuer, which execution shall be conclusive evidence as to the matters stated therein.

### (c) Each Bond shall accrue interest from the Interest Payment Date next preceding the date on which it is authenticated, unless it is authenticated before the first Interest Payment Date following the Original Issue Date, in which case interest shall accrue from the Original Issue Date, or it is authenticated upon an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Series 2015 Bonds shall bear interest on overdue principal at the aforesaid respective rates.

## Denominations and Numbers

. The Series 2015 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of $5,000, or any integral multiple thereof. The Series 2015 Bonds shall be numbered with the letter prefix “R” and shall be numbered from one (1) consecutively upwards in order of issuance.

## Paying Agent and Bond Registrar

. The Issuer shall appoint a Paying Agent and Bond Registrar under the terms and conditions of this Resolution and the Terms Certificate. The Issuer may remove any Paying Agent and any Bond Registrar, and appoint a successor or successors thereto. The Issuer shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal, and shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Issuer a written acceptance thereof.

The principal of, premium, if any, and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Series 2015 Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

## Redemption of Series 2015 Bonds

. The Series 2015 Bonds shall be subject to redemption as specified in the Terms Certificate.

## Notice of Redemption

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### In the event any Series 2015 Bonds are to be redeemed, the Issuer shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2015 Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Series 2015 Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Series 2015 Bonds; any other descriptive information needed to identify accurately the Series 2015 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2015 Bonds; the Record Date; the redemption date; the redemption price; the place of redemption; the total principal amount of Series 2015 Bonds to be redeemed; if less than all, the distinctive numbers of the Series 2015 Bonds or portions of Series 2015 Bonds to be redeemed and, if less than all of any Series 2015 Bond, the principal amount of each Series 2015 Bond that is to be redeemed; and that the interest on the Series 2015 Bonds or portion of Series 2015 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2015 Bonds or portions of Series 2015 Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

### In addition to the foregoing notice, further notice of redemption shall be given by the Bond Registrar by posting such notice electronically to the MSRB’s EMMA website. Such further notice shall contain the information required in the immediately preceding paragraph. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

For so long as a book-entry system is in effect with respect to the Series 2015 Bonds, the Bond Registrar will mail notices of redemption to Cede & Co. (DTC’s partnership nominee) or its successor. Any failure of DTC to convey such notice to any DTC Participants or any failure of DTC Participants or Indirect Participants to convey such notice to any beneficial owner will not affect the sufficiency or the validity of the redemption of Series 2015 Bonds.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Series 2015 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Series 2015 Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Series 2015 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2015 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2015 Bonds shall cease to accrue and become payable.

## Partially Redeemed Series 2015 Bonds

. In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar 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 Issuer, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2015 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by $5,000.

## Book-Entry System

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### Unless otherwise specified in the Terms Certificate and except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Bonds shall be, and the Series 2015 Bonds shall be registered in the name of Cede & Co. (“Cede”), as nominee of DTC. Payment of interest for any Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Series 2015 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

### The Series 2015 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 2015 Bonds. Upon initial issuance, the ownership of each such 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 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 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 the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2015 Bonds, the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2015 Bonds, including any notice of redemption, or 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 2015 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) payment of the principal or redemption price of, and interest on, each such Bond, giving notices of redemption and other matters with respect to such Bonds and registering transfers with respect to such Bonds. So long as the Series 2015 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a 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 Resolution. 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 Resolution, the word “Cede” in this Resolution shall refer to such new nominee of DTC.

### Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Series 2015 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.

### DTC may determine to discontinue providing its services with respect to the Series 2015 Bonds at any time by giving written notice to the Issuer, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2015 Bonds under applicable law.

#### The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2015 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 2015 Bonds or the Issuer; and the Issuer shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2015 Bonds upon receipt by the Issuer, the Bond Registrar, 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 Bonds to the effect that: DTC is unable to discharge its responsibilities with respect to the Series 2015 Bonds; or a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2015 Bonds.

#### Upon the termination of the services of DTC with respect to the Series 2015 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2015 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2015 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners’ beneficial interest in the Series 2015 Bonds.

#### Notwithstanding any other provision of this Resolution to the contrary, so long as any 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 Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Issuer addressed to DTC and DTC’s operational arrangement.

#### In connection with any notice or other communication to be provided to Holders of Bonds registered in the name of Cede pursuant to this Resolution 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.

## Sale of Series 2015 Bonds

. The sale of the Series 2015 Bonds is hereby approved and the Series 2015 Bonds shall be sold to the Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Official Notice of Bond Sale, and upon receipt of the Purchaser’s bid to purchase the Series 2015 Bonds on the basis of the representations therein set forth. The Issuer hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Issuer by officials of the Issuer in connection with the sale of the Series 2015 Bonds.

## Continuing Disclosure Certificate

. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the County Clerk or Deputy County Clerk to seal, countersign and attest, the Continuing Disclosure Certificate in substantially the same form as now before the Issuer and attached hereto as Exhibit C, or with such changes therein as the Mayor shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes. When the Continuing Disclosure Certificate is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Certificate will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Certificate as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Certificate shall be the ability of the beneficial owner of any Series 2015 Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate.

## Execution of Bonds

. The Series 2015 Bonds shall be executed on behalf of the Issuer by the Mayor and attested by the County Clerk or the Deputy County Clerk (the signatures of the Mayor and attested by the County Clerk or the Deputy County Clerk being either manual and/or by facsimile) and the seal of the Issuer or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Mayor and attested by the County Clerk or the Deputy County Clerk and such facsimile of the seal of the Issuer on the Series 2015 Bonds is hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation and sealing of the Series 2015 Bonds by said officials. The Series 2015 Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Series 2015 Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Series 2015 Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if such Bond is signed by the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Series 2015 Bonds issued hereunder or that all of the Series 2015 Bonds hereunder be certified as registered by the same Bond Registrar, and the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The Mayor and the County Clerk or the Deputy County Clerk are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the “Exchange Bonds”) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

## Delivery of Bonds; Application of Proceeds

. The Series 2015 Bonds shall be delivered to the Purchaser at such time and place as provided in the Official Notice of Bond Sale or if otherwise in the Terms Certificate. The Treasurer is hereby authorized and instructed to make delivery of the Series 2015 Bonds to the Purchaser and to receive payment therefor in accordance with the terms of the Official Notice of Bond Sale, and to deposit the proceeds of sale as follows:

### An amount sufficient to retire the Refunded Bonds shall be deposited in trust with the Escrow Agent to be invested in Governmental Obligations as contemplated by the Escrow Agreement which comply in all respects with the provisions of Section 11-27-3 of the Refunding Bond Act.

### The amount remaining shall be deposited into a separate account and used to pay the costs of issuance of the Series 2015 Bonds, provided that any moneys remaining in such account six months subsequent to the date of the initial delivery of the Series 2015 Bonds shall be deposited in the Bond Fund.

## Provisions for Refunding and Redemption of Refunded Bonds

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### By execution of the Terms Certificate, the Issuer will have elected to refund the Refunded Bonds and to call and redeem on the respective first optional redemption date each series of the Refunded Bonds then outstanding (as more specifically identified in the Terms Certificate) at the requisite redemption price of each Refunded Bond to be so redeemed, plus accrued interest thereon to the redemption date. The paying agent and bond registrar for each series of the Refunded Bonds (the “Prior Paying Agent”) is hereby authorized and directed to mail a Notice of Redemption of the Refunded Bonds as required by the proceedings which authorized the issuance of the Refunded Bonds.

### It is hereby found and determined that, pursuant to the Escrow Agreement, moneys and Governmental Obligations permitted under the Refunding Bond Act, the principal of and the interest on which, when due, will provide moneys which will be sufficient to pay, when due, pursuant to the aforementioned redemption, the principal of, premium, if any, and interest on the Refunded Bonds to become due on the Refunded Bonds will be deposited with the Escrow Agent and provision thereby made for the refunding, retirement and redemption of the Refunded Bonds.

## Authorization of Escrow Deposit Agreement

. The Escrow Agreement in substantially the form set forth as Exhibit E hereto, with such changes and additions as shall be made with the approval of the Mayor (which approval shall be conclusively established by the execution thereof by the Mayor) is hereby in all respects authorized and approved. The Issuer shall enter into the Escrow Agreement with the Escrow Agent establishing the Escrow Account from which principal of, premium, if any, and interest on the Refunded Bonds shall be paid. The Mayor is hereby authorized and directed to execute and deliver, and the County Clerk to attest, the Escrow Agreement on behalf of the Issuer.

## Further Authority

. The Mayor, the Chief Financial Officer, the Treasurer, and the County Clerk and Deputy County Clerk and such other officials of the Issuer as may be required, are hereby authorized and directed to execute all such certificates, documents, and other instruments and make such elections under the Code as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Series 2015 Bonds and to comply with applicable provisions of the Code.

# TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

## Transfer of Bonds

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### Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

### Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.10 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

### The Issuer shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

## Exchange of Bonds

. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.12 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

## Bond Registration Books

. This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Series 2015 Bonds, which shall at all times be open to inspection by the Issuer, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

## List of Registered Owners

. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

## Duties of Bond Registrar

. The obligations and duties of the Bond Registrar hereunder include the following:

### to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

### to maintain a list of Registered Owners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

### to give notice of redemption of Bonds as provided herein;

### to cancel and/or destroy Bonds which have been paid at maturity or redemption or submitted for exchange or transfer;

### to furnish the Issuer at least annually a certificate with respect to Bonds canceled and/or destroyed; and

### to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2015 Bonds.

# COVENANTS AND UNDERTAKINGS

## Covenants of Issuer

. All covenants, statements, representations and agreements contained in the Series 2015 Bonds, and all recitals and representations in this Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements set forth herein for the Issuer, are the covenants, statements, representations and agreements of the Issuer.

## Levy of Taxes

. The Issuer covenants and agrees to establish a Bond Fund which Fund shall be a segregated account held and administered by the Issuer and designated the “Salt Lake County, Utah General Obligation Refunding Bonds, Series 2015 Bond Fund” (the “Bond Fund”), to pay the interest falling due on the Series 2015 Bonds as the same becomes due and also to provide for the payment of the principal of the Series 2015 Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the Issuer in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Series 2015 Bonds and to pay and retire the Series 2015 Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Series 2015 Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer’s treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Series 2015 Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Auditor of Salt Lake County, Utah in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The Issuer shall transfer from the Bond Fund to the Paying Agent at least one day prior to each principal and/or interest payment date or redemption date on the Series 2015 Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The Issuer has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Series 2015 Bonds. The Bond Fund shall be depleted at least once each year by the Issuer except for a reasonable carryover amount not to exceed the greater of one year’s earnings on the Bond Fund or one-twelfth of the annual debt service on the Series 2015 Bonds.

## Bonds in Registered Form

. The Issuer recognizes that Section 149 of the Code requires the Series 2015 Bonds to be issued and to remain in fully registered form in order that interest thereon be excludible from gross income for federal income tax purposes under laws in force at the time the Series 2015 Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Series 2015 Bonds to be issued in, or converted into, bearer or coupon form.

## Tax Covenants

. The Issuer further covenants and agrees to and for the benefit of the Bondholders that the Issuer will not take any action that would cause interest on the Series 2015 Bonds to become subject to federal income taxation, will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2015 Bonds to become subject to federal income taxation, and will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2015 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2015 Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2015 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

# FORM OF BONDS

## Form of Bonds

. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

[FORM OF 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 OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA  
STATE OF UTAH  
SALT LAKE COUNTY  
  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2015

Number R-\_\_\_ $\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Interest Rate | Maturity Date | Original Issue Date | CUSIP |
|  | \_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |  |

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS\*\*\*\*

Salt Lake County, Utah (the “Issuer”), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), which interest shall be payable on \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_ of each year, commencing \_\_\_\_\_\_\_\_\_\_ (each an “Interest Payment Date”), until all of the principal shall have been paid.

Interest on this Bond shall accrue from the Interest Payment Date next preceding the date on which it is authenticated, unless it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if interest on the hereinafter defined Series 2015 Bonds shall be in default, interest on the Series 2015 Bonds issued in exchange for Series 2015 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2015 Bonds surrendered. This Series 2015 Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Series 2015 Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Series 2015 Bond shall be payable upon surrender of this Series 2015 Bond at the office of the Paying Agent (as defined below), and payment of the semiannual interest hereon shall be made by check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Resolution.

This Bond is one of the General Obligation Refunding Bonds, Series 2015 of the Issuer (the “Series 2015 Bonds”) limited to the aggregate principal amount of $\_\_\_\_\_\_\_\_\_\_\_, issued pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act”) and a resolution of the County Council of the Issuer adopted on March 31, 2015 (the “Resolution”). The Series 2015 Bonds are authorized to be issued for the purposes of (a) refunding and retiring all or a portion of the Issuer’s outstanding general obligation bonds, and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 Bonds.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the initial bond registrar and paying agent with respect to the Series 2015 Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

The Issuer covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Series 2015 Bond as it falls due and also to provide for the payment of the principal hereof as the same falls due; provided, however, that the Issuer may apply other funds available to the Issuer to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Series 2015 Bond is transferable, as provided in the Resolution, only upon the books of the Issuer kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Series 2015 Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Series 2015 Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this Series 2015 Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Series 2015 Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Issuer is not required to transfer or exchange any Series 2015 Bond after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and with respect to any redemption of any Series 2015 Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Series 2015 Bonds are issuable solely in the form of fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

[The Series 2015 Bonds shall be subject to redemption prior to maturity as provided in the Resolution and the accompanying Terms Certificate.]

[The Series 2015 Bonds are subject to mandatory redemption by operation of sinking fund installments at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on the dates and in the principal amounts as follows:

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Series 2015 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2015 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2015 Bonds shall cease to accrue and become payable.

In case any Series 2015 Bond shall be redeemed in part only, upon the presentation of such Series 2015 Bond for such partial redemption, the Issuer shall execute and the Bond Registrar 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 Issuer, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2015 Bond. A portion of any Series 2015 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Series 2015 Bond shall be treated as representing that number of Series 2015 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by $5,000.]

This Bond and the issue of Series 2015 Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Refunding Bond Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Refunding Bond Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Series 2015 Bond exist, have happened and have been performed and that the issue of Series 2015 Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Series 2015 Bond, according to its terms.

This Series 2015 Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, SALT LAKE COUNTY, UTAH, has caused this Series 2015 Bond to be signed in its name and on its behalf by its Mayor and attested and countersigned by its County Clerk (the signatures of said Mayor and County Clerk being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

SALT LAKE COUNTY, UTAH

(Do Not Sign)

Mayor

ATTEST AND COUNTERSIGN:

(Do Not Sign)

County Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2015 Bonds described in the within mentioned Resolution and is one of the General Obligation Refunding Bonds, Series 2015 of Salt Lake County, Utah.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

as Bond Registrar

By:

Date of Registration and Authentication:

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common

TEN ENT – as tenants by the entireties

JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT

(Cust.)

Custodian for

(Minor)

Under Uniform Gifts to Minors Act of

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned 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 hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature:

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

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).

# MISCELLANEOUS

## Preliminary Official Statement Deemed Final

. The use and distribution of the Official Statement in preliminary form (“the Preliminary Official Statement”), in substantially the form presented at this meeting and in the form attached hereto as Exhibit D, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable. The Designated Officers are hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Series 2015 Bonds.

## Official Statement

. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as Exhibit D, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2015 Bonds by the Designated Officers and set forth in the Terms Certificate. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Series 2015 Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor’s execution of the Official Statement.

## Changes to Forms

. The form of Series 2015 Bonds and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor, Treasurer and/or Chief Financial Officer, whose execution or approval thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

## Notice of Bonds to be Issued

. In accordance with the provisions of the Refunding Bond Act, the Issuer shall cause a “Notice of Bonds to be Issued” to be (i) published one (1) time in The Salt Lake Tribune and the Deseret News, newspapers of general circulation in the Issuer, (ii) posted on the Utah Public Notice Website (http://pmn.utah.gov), and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution to be kept on file in the office of the County Clerk, in Salt Lake City, Utah, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the form set forth in Exhibit G attached hereto.

## Ratification

. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Series 2015 Bonds are hereby ratified, confirmed and approved.

## Severability

. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

## Conflict

. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

## Captions

. The headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

## Certification of Fulfillment of Conditions

. The Council hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Series 2015 Bonds will have been satisfied and fulfilled.

## Maintenance of Records; Copies

. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2015 Bonds shall be kept on file with the County Clerk in the County Offices at 2001 South State Street #N2-700, Salt Lake City, Utah 84190-1050, where the same shall be made available for inspection by any Registered Owner of the Series 2015 Bonds, or his, its or their agents for so long as any of the Series 2015 Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Series 2015 Bonds.

## Effective Date

. This Resolution shall take effect immediately upon its approval and adoption by the Council.

## Resolution Irrepealable

. Upon the execution of the Terms Certificate, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2015 Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this 31st day of March, 2015.

SALT LAKE COUNTY COUNCIL

ATTEST AND COUNTERSIGN:

By /s/ RICHARD SNELGROVE

Chair

By /s/ GAYELENE GUDMUNDSON

Deputy County Clerk

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the resolution and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, authorizing the Chair to execute the resolution and directing the County Clerk to attest his signature, showing that all Council Members present voted “Aye.”

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

Mr. Kelly Wright, Deputy District Attorney, submitted a letter recommending approval of the following RESOLUTION affirming and adopting an audit charter and establishing a relationship between the Salt Lake County Auditor and the Salt Lake County Council in the provision of Performance Audits. The Audit Charter shall expire on March 31, 2016, unless affirmatively renewed by Resolution prior to this date:

RESOLUTION NO. 4919 DATE: MARCH 31, 2015

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY AFFIRMING AND ADOPTING AN AUDIT CHARTER AND ESTABLISHING THE RELATIONSHIP BETWEEN THE SALT LAKE COUNTY AUDITOR AND THE SALT LAKE COUNTY COUNCIL IN THE PROVISION OF PERFORMANCE AUDITS.

WHEREAS, the Council is the legislative body of Salt Lake County (“County”) and is vested by state statute, the County’s Optional Plan of Government, and County Ordinance with all legislative powers of the County including the adoption of ordinances, rules, regulations and resolutions which the Council finds necessary and proper to the discharge of the County’s duties and in accordance with state statute.

WHEREAS, the Auditor is a full-time independent elected county officer statutorily charged with providing auditing services as needed for the County, defined by good management practices and standards of the profession, and may conduct an investigation of an issue or action associated with or related to the auditor’s statutory duties.

WHEREAS, the Auditor’s Internal Audit Division (“Internal Audit Division”) is an independent, objective assurance and consulting function established to add value to, report on, and improve Salt Lake County’s operations, processes, and controls.

WHEREAS, the Auditor is to perform performance audit services (“Performance Audit(s)”) under the direction and supervision of the County Council or Mayor for a county office, department, division or other county entity, but may not conduct a performance audit of its own office.

WHEREAS, a Performance Audit may include a review and audit of the (1) The honesty and integrity of financial and other affairs; (2) The accuracy and reliability of financial and management reports; (3) The adequacy of financial controls to safeguard public funds; (4) The management and staff adherence to statute, ordinance, policies, and legislative intent; (5) The economy, efficiency, and effectiveness of operational performance; (6) The accomplishment of intended objectives; and (7) Whether management, financial, and information systems are adequate and effective.

WHEREAS, the Council is vested with the statutory authority to generally direct and supervise all County elected officials and employees to ensure compliance with County administrative ordinances, rules, or policies, but may not direct or supervise elected County officers or their deputies regarding the discretion and performance of their professional statutory duties.

WHEREAS, the Legislative Audit Committee (“Committee”) consists of all nine County Council members and is subject to and must follow all applicable state statutes, county ordinances and policy guidelines and directives of the Council, including the Utah Open Meetings Act.

WHEREAS, the Council created the Committee to provide oversight and to consider the needs of the County, including: (1) the honesty and integrity of financial and other affairs; (2) the accuracy and reliability of financial and management reports; (3) the adequacy of financial controls to safeguard public funds; (4) the management and staff adherence to statute, ordinance, policies, and legislative intent; (5) the economy, efficiency, and effectiveness of operational performance; (6) the accomplishment of intended objectives; and (7) whether management, financial, and information systems are adequate and effective.

WHEREAS, a policy goal of Salt Lake County’s Plan of Government is to promote low cost and effective government.

WHEREAS, the Council and Auditor have established an Audit Charter (“Charter”) to generally describe the Council’s statutory Performance Audit function and the goals the Council intends to accomplish in requesting that the Auditor provide Performance Audits for the Council and for the benefit of Salt Lake County.

WHEREAS, the Council and the Auditor shall cooperate fully with the terms of Salt Lake County’s Plan of Government and to serve the best interests of the County and its citizens with respect for the public good in providing Performance Audits of Salt Lake County Government.

**RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Salt Lake County as follows:

1. The Salt Lake County Council hereby affirms and adopts the Audit Charter attached hereto as exhibit 1 to this Resolution, which is incorporated herein by reference.
2. The Audit Charter shall expire on March 31, 2016 unless affirmatively renewed by Resolution of the Salt Lake County Council prior to that date.
3. The Committee shall direct and supervise the nature, scope and timing of each Performance Audit. The Auditor shall perform each Performance Audit using his professional judgment, discretion and staff as necessary to comply with all local, state and federal laws and regulations. The Committee and the Auditor shall meet regularly to review progress on existing assignments, to report on completed Performance Audits and to consider provision for new assignments.
4. The Auditor shall report directly to the Committee for all performance audits assigned to the Auditor by the Council and the Committee. The Auditor shall coordinate day-to-day performance audit functions with the Council’s Fiscal Manager as directed by the Council for audits assigned by the Council and Committee.
5. The Auditor shall be responsible for all work product submitted to the Committee for its analysis, evaluation, consideration and recommendation to the Council.
6. The Auditor and audit staff shall have access to the accounts of all county officers having the care, management, collection, or distribution of money belonging to the county, appropriated to the county, or otherwise available for the county’s use and benefit or as otherwise provided by law. The Auditor and Internal Audit Division may not direct or supervise other elected county officers or their sworn deputies with respect to the performance of their professional duties as provided by statute, including exercise of professional judgment and discretion reasonably related to the officer’s required functions, duties, and responsibilities.

7. All decisions made by the Committee and any subcommittees shall be advisory to the Council.

8. The Council may provide the Auditor with resources necessary for the discharge of his duties under this Resolution and the Charter.

9. Subject to any state, federal or local law or regulation to the contrary, in performing Performance Audits, the Auditor, audit staff and Committee shall maintain each draft Performance Audit confidential from the public unless and until such time that the Council may determine to publish the final Performance Audit and make it available to the public.

10. The Auditor and other internal audit staff shall follow recognized standards, policies, and operational procedures established by the United States Government Accountability Office, the Institute of Internal Auditors, the American Institute of Certified Public Accountants, and the Office of the Utah State Auditor in providing Performance Audits for the Council.

11. All audit work will be performed in accordance with the U.S. Government Accountability Office’s *Generally Accepted Government Auditing Standards*, the American Institute of Certified Public Accountants Statements on Auditing Standards, the Institute of Internal Auditors *International Standards for the Professional Practice of Internal Auditing* and *Code of Ethics*, and standards promulgated by the Utah State Auditor.

12. The Council shall retain and exercise all supervisory authority and decision-making authority for performance audits that it assigns to the Auditor under this resolution and under the Charter.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 31st day of March, 2015.

SALT LAKE COUNTY COUNCIL

ATTEST (SEAL)

By /s/ RICHARD SNELGROVE

Chair

By /s/ SHERRIE SWENSEN

County Clerk

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Legislative Audit Committee meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the resolution and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, authorizing the Chair to execute the resolution and directing the County Clerk to attest his signature, showing that all Council Members present voted “Aye.”

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

Mr. K. Wayne Cushing, County Treasurer, submitted a letter requesting that 40 uncollectible returned checks totaling $416.00, and uncollectible retuned check fees and charges totaling $280.00 be purged from the records, and the items and related files transmitted to archives for destruction.

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the request and forward it to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, authorizing the County Treasurer to effect the same, showing that all Council Members present voted “Aye.”

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

Mayor Ben McAdams submitted letters requesting approval of the recommendation of the Contribution Review Committee for the following community contributions to be approved from the Mayor’s 2015 budget:

**Williams Syndrome Foundation 2-$100 golf cards**

**U of U Dept. of Psychiatry (dba IMFAR-**

**International Meeting for Autism Research) $1,000**

**Utah Council for the Blind $ 500**

**Salt Lake Acting Company 2-$100 golf cards**

**2-$ 50 Planetarium cards**

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member Bradshaw, seconded by Council Member Jensen, moved to approve the requests, found that the County received fair and adequate consideration for the contributions, and forward them to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, showing that all Council Members present voted “Aye.”

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Sheriff Jim Winder submitted a letter requesting approval for an interim budget adjustment of $27,900 for a new Chief Deputy Sheriff position for the Office of Protective Services to complete the creation of a self-contained professional career track for officers in this field. The budget adjustment is for a half year, and will be annualized next year. The amount is a one-time increase to purchase a vehicle for the position.

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Mr. Scott Baird, Director, Flood Control & Engineering Services Division, submitted a letter requesting approval for an interim budget adjustment to transfer two employees from the Flood Control Fund to the Municipal Services (Township) Fund to work on UPDES permit compliance.

Council Member Bradshaw, seconded by Council Member Burdick, moved to ratify the vote taken in the Committee of the Whole meeting. [Council Member DeBry, seconded by Council Member Jensen, moved to approve the requests and forward them to the 4:00 p.m. Council meeting for formal consideration. The motion passed unanimously.] The Council motion passed unanimously, authorizing the County Chief Financial Officer to effect the same, showing that all Council Members present voted “Aye.”

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

Mr. Todd Draper, Planning & Development Services Division reviewed the following ordinance that was heard during the March 24, 2015, Council meeting and forwarded to today for formal consideration:

Application #29172 – **Scott Carlson** for **Lisa Grow Sun Revocable Trust** to vacate certain existing public utility and drainage easements on property located at 9751 South Little Cottonwood Place.

Council Member Bradshaw, seconded by Council Member Burdick, moved to approve Application #29172 and the following ordinance:

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION

AN ORDINANCE VACATING PUBLIC INTEREST IN PORTIONS OF PLATTED PUBLIC UTILITY AND DRAINAGE EASEMENTS WITHIN THE LITTLE COTTONWOOD AND MOUNTAIN VALLEY SUBDIVISIONS LOCATED WITHIN THE UNINCORPORATED COUNTY.

The County Legislative Body of Salt Lake County ordains as follows:

SECTION I. (1) A portion of two platted public utility and drainage easements, which is more fully detailed on Exhibit "A", the Sierra Estates II Preliminary Plat, attached hereto and incorporated herein by reference, are hereby vacated.

(2) The purpose of the vacation is to accommodate plat amendments to the Little Cottonwood and Mountain Valley subdivisions through the creation and recordation of the proposed Sierra Estates II Subdivision.

(3) This ordinance is based upon a determination by the County Legislative Body following a public hearing on March 24, 2015, that due and proper notice of the hearing to vacate the platted easements was duly given according to law; that no objection was made to the proposed vacation; that good cause exists for the vacation; and that the public interest or any person will not be materially injured by the vacation. There will be provision of new public utility and drainage easements as shown on Exhibit “A”, the Sierra Estates Preliminary Plat, and the County has no present or foreseeable future public need for the portions of the existing easements being vacated, or for any other public purpose.

(4) All right, title and interest in and to the specified portions of the easements being vacated is to revert, by operation of state law and county ordinances, to the abutting property owner, the Lisa Grow Sun Revocable Trust.

(5) This ordinance shall have no force or effect to impair any other existing easements or rights-of-way for public utilities, public franchises, irrigation, storm drainage, or other such easements, as presently exist under, over, or upon the vacated portions of said easements, or as are or may be shown on the official plats and records of the County.

(6) The Salt Lake County Recorder is hereby directed to record this ordinance and accompanying plat, and to make the necessary changes on the official plats and records of the County to reflect said ordinance.

SECTION II. This ordinance shall become effective 15 days after its passage and upon at least one publication of the ordinance or a summary of the ordinance in a newspaper published and having general circulation in Salt Lake County.

APPROVED and ADOPTED this 31st day of March, 2015.

SALT LAKE COUNTY COUNCIL

ATTEST (SEAL)

By /s/ RICHARD SNELGROVE

Chair

By /s/ SHERRIE SWENSEN

County Clerk

The motion passed unanimously, authorizing the Chair to sign the ordinance, and directing the County Clerk to attest his signature and publish it in a newspaper of general circulation, showing that all Council Members present voted “Aye.”

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Mr. Todd Draper, Planning & Development Services Division, reviewed the following rezoning application: [4:46:27 PM](ftr://?location=&quot;Council&quot;?date=&quot;31-Mar-2015&quot;?path=&quot;&quot;?position=&quot;16:46:27&quot;?Data=&quot;1bad857c&quot;)

Application #29108 – **George Starks** to reclassify property located at 2795 South 2300 East from C-1 to C-2 zone.

**Mr. Draper** stated Mr. Starks owns the Blue Star Café and requests this rezone to expand his limited use coffee shop to a full service restaurant with a liquor license. He needs to be in a C-2 zone to qualify for a restaurant liquor license. This request is supported by County staff and the Canyon Rim Community Council. The Millcreek Township Planning Commission also recommended approval with the additional zoning conditions limiting the use to a restaurant and a restaurant liquor license. However, restaurants are a permitted use in the C-2 zone, not a conditional use.

Council Member Jensen, seconded by Council Member DeBry, moved to open the public hearing. The motion passed unanimously, showing that all Council Members present voted “Aye.”

No one appeared in favor of or in opposition to the application.

Council Member Wilson, seconded by Council Member DeBry, moved to close the public hearing and forward Application #29108 to the April 14, 2015, Council meeting for formal consideration. The motion passed unanimously, showed that all Council Members present voted “Aye.”

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THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned at [4:49:34 PM](ftr://?location=&quot;Council&quot;?date=&quot;31-Mar-2015&quot;?path=&quot;&quot;?position=&quot;16:49:34&quot;?Data=&quot;334fa2ba&quot;)until Tuesday, April 14, 2015, at 4:00 p.m.

SHERRIE SWENSEN, COUNTY CLERK

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Clerk

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CHAIR, SALT LAKE COUNTY COUNCIL

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