





# SUMMIT COUNTY HEALTH DEPARTMENT STAFF REPORT

---

DATE: March 30, 2022  
TO: Summit County Council  
FROM: Phil Bondurant, Summit County Health Director  
Shelley Worley, Summit County Deputy Health Director  
  
RE: Discussion regarding the future of COVID-19 Response in Summit County

---

The purpose of the work session is to provide a public discussion about the next steps in the COVID-19 pandemic response for Summit County. Similar discussions about this transition have been held with County staff and other stakeholders in the community.

On March 12, 2020, the first COVID-19 Emergency Declaration was signed in Summit County. One day later, on March 13, 2020, the first case of community transmission in the State of Utah was identified in Summit County. Since that time, Summit County has experienced (as of 3/23/2022):

- 159,357 tests
- 13,436 cases
- 266 hospitalizations
- 23 deaths

Two years later, the State of Utah and Summit County are in a favorable position. With the availability of vaccines and boosters, specific COVID-19 anti-viral prescriptions, at-home COVID-19 tests, and the increased availability of monoclonal antibody therapies, we have all the necessary tools to responsibly manage COVID-19. Additionally, we have a favorable vaccination rate (greater than 80%) among those individuals who are eligible for vaccination and nearly 50% of the eligible population having received a booster dose. As a result, the role of the Summit County Health Department is much different today compared to our role two years ago.

On February 25<sup>th</sup>, 2022, the Centers for Disease Control and Prevention modified the guidance for COVID-19. Under the current guidance, a County is given a low, medium, or high designation. Summit County and much of the State of Utah, currently qualify as low transmission communities. For more information on evaluation methods and specific guidance under each category, please visit: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>

---

**COALVILLE OFFICE**  
85 North 50 East, PO Box 128  
Coalville, UT 84017  
435-336-3234  
Fax: 435-608-4383

**PARK CITY OFFICE**  
650 Round Valley Drive  
Park City, UT 84060  
435-333-1500  
Fax: 435-608-4489

**KAMAS OFFICE**  
110 North Main  
Kamas, UT 84036  
435-783-3161  
Fax: 435-608-4434



## SUMMIT COUNTY HEALTH DEPARTMENT STAFF REPORT

The State of Utah and Summit County have transitioned from case-based surveillance to one that utilizes hospitalization and deaths as the key metric for disease severity. Both metrics provide a strong indicator of disease outcomes rather than the presence of disease in the community. This approach removes the potential bias created by COVID-19 testing as the number of free testing sites around the State are dwindling.

Another important consideration for this discussion is the capacity of our local healthcare system. With the significant reduction in daily cases and severe disease outcomes, the hospitals are now gaining ground and can meet the demand for care. Current levels are consistent with the summer of 2021, meaning they are well within the operational capacity of the healthcare system, both locally and across the State.

With the change in surveillance methods, current trends, high vaccination rates, a positive contribution from natural immunity, the status of the healthcare system, and the variety of treatments and therapies available, the Summit County Health Department has started transitioning to a traditional disease surveillance model for COVID-19. As part of this new approach, we will continue to offer COVID-19 testing (in some form), continue to make vaccines and boosters available, monitor potential and current outbreaks, and provide education to the general public as new information becomes available.

Although it has been a tough, challenging, and uncertain two years, Summit County is in a good place. Shifting to a traditional disease surveillance model is the appropriate course of action at this time. The Health Department has already started this process in terms of our focus, staffing levels, and practice. We will continue to monitor COVID-19 in the community and adjust accordingly.

As of today, we remind people to stay home when they are sick, get tested if they are unsure, be kind to everyone (those wearing masks and those not wearing masks), and remain current on their vaccination and boosters.

Thank you for the continued support during this response and as we transition away from a pandemic response to a traditional disease surveillance model.

**COALVILLE OFFICE**  
85 North 50 East, PO Box 128  
Coalville, UT 84017  
435-336-3234  
Fax: 435-608-4383

**PARK CITY OFFICE**  
650 Round Valley Drive  
Park City, UT 84060  
435-333-1500  
Fax: 435-608-4489

**KAMAS OFFICE**  
110 North Main  
Kamas, UT 84036  
435-783-3161  
Fax: 435-608-4434



## STAFF REPORT

**To:** Summit County Council  
**From:** Dave Thomas, Chief Civil Deputy County Attorney  
Patrick J. Putt, Community Development Director  
**Date of Meeting:** March 30, 2022  
**Subject:** Temporary Zoning Ordinances/Moratoriums  
**Type of Item:** Work Session  
**Process:** Legislative

---

The Summit County Council (Council) has scheduled a work session to discuss Temporary Zoning Ordinances, a.k.a Moratoriums. This staff report serves to help frame Council's discussion.

A Temporary Zoning Ordinance (TZO) is a “temporary land use regulation that prohibits or regulates the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval.” *Patterson v. Utah County Board of Adjustment*, 893 P.2d 602 (Utah App. 1995) frames this legislation. The statute is narrowly construed and, consequently, there are limitations as to what can or cannot be subject to a moratorium. In general, TZOs/moratoriums may only be imposed for administrative development permit applications, not legislative applications. Temporary Zoning Ordinances can apply to subdivision plats, temporary use permits, low impact permits, conditional use permits, site plans and building permit applications. Temporary Zoning Ordinances cannot apply to rezones, master planned developments, variances, development agreements, and special exception applications. Temporary Zoning Ordinances cannot apply to pending applications that have been deemed “complete” by the Community Development Department.

To enact a Temporary Zoning Ordinance, the Council must make a finding that there is a “compelling, countervailing public interest” to create a TZO/moratorium. The Utah Supreme Court has indicated that a “compelling, countervailing public interest” is generally tied to the health and safety of residents. *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980). The Council must be very specific as to:

- What is being targeted for a TZO/moratorium;
- How it is tied to public health and safety; and
- Why a TZO/moratorium is necessary and cannot be accomplished by something less restrictive.

Council is not required to have a recommendation from the planning commission or to hold a public hearing. A Temporary Zoning Ordinance is only valid for 6 months.

Examples of some acceptable areas (targets) for a TZO/moratorium on administrative development permits when there is a “compelling, countervailing public interest” include but are not limited to:

- Moderate Income Housing Element to the General Plan (HB 462S3)
- Water Use and Preservation Element to the General Plan (SB 110S1)
- Modifying the transportation and road standards
- Modifying Water and Sewer Infrastructure standards
- Modifying parking requirements in commercial or multifamily projects
- Modifying height, setback, lighting, landscaping, or architectural design standards
- Gathering the necessary data and studies needed to complete the above-listed targets.

Staff will provide a formal overview of this information at Wednesday’s work session and address Council’s questions. Following the discussion on this matter, Council may choose to give specific direction to staff for action or specific additional information.

# TEMPORARY ZONING ORDINANCE

---

LAND USE MORATORIA

# HISTORY

## ➤ **Moratoria as a Constitutional Taking**

*First English Evangelical Lutheran Church v. Los Angeles County*, 482 U.S. 304 (1987) (normal delays in decision making are not a “take”)

*Tahoe-Sierra Regional Perservation Council v. Tahoe Regional Planning Agency*, 535 U.S. 302 (2002) (32 month moratorium not a “take”)

*Dafau v. United States*, 22 Cl. Ct. 156 (Claims Court 1990) (delay must be “extraordinary”)

## ➤ **Utah’s Pending Ordinance Doctrine**

*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980)

## Utah Code §17-27a-504 (2005) **Temporary Land Use Regulations**

- These are the only types of moratoria that are now allowed in Utah.
- County Council may establish a *temporary land use regulation* that “prohibits or regulates the erection, construction, reconstruction, or alteration of any **building or structure** or any **subdivision approval**.” This statute is construed narrowly. Patterson v. Utah County Board of Adjustment, 893 P.2d 602 (Utah App. 1995). Consequently, there are limitations as to what can or cannot be subject to a moratorium. In general, moratoria may only be imposed for **administrative development permit applications**, not **legislative applications**.
  - Does not apply to rezones, MPD, variances, development agreements, and special exception applications
  - Does apply to subdivision plats, temporary use permits, low impact permits, conditional use permits, site plans and building permit applications
  - Does not apply to pending applications that have been deemed “complete” by the CDD

## Temporary Land Use Regulations - Continued

- County Council is not required to have a recommendation from the planning commission or to hold a public hearing.
- County Council must make a finding that there is a “**compelling, countervailing public interest**” for the moratorium. The Utah Supreme Court has indicated that a “compelling, countervailing public interest” is generally tied to the **health and safety** of residents. *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980).
- **The Council must be very specific as to what is being targeted for a moratorium, how it is tied to public health and safety, and why a moratorium is necessary and cannot be accomplished by something less restrictive.**
- *A temporary land use regulation* is only valid for **6 months**.

# EXAMPLES OF MORATORIA

What are some potential examples of acceptable areas (targets) for a moratorium on administrative development permits when there is a “compelling, countervailing public interest?”

- Moderate Income Housing Element to the General Plan (HB 462S3)
- Water Use and Preservation Element to the General Plan (SB 110SI)
- Modifying the transportation and road standards
- Modifying parking requirements in commercial or multifamily projects
- Modifying height, setback, lighting, landscaping, or architectural design standards



**STAFF REPORT**

TO: Summit County Council  
FROM: Matt Leavitt – Summit County Financial Officer  
DATE: March 23, 2022  
SUBJECT: 2022 First Quarter financial discussion

---

**BACKGROUND:**

The following information is being provided to the County Council as a mid-year update on revenues and expenditures. Since there are few expenditures during the first quarter making budget to actual discussions a moot point, this staff report will focus primarily on revenues, specifically sales tax revenues, and the County’s anticipated uses of American Rescue Plan Act (ARPA) funds.

**COUNCIL REQUIRED ACTION:**

**No formal action is required.**

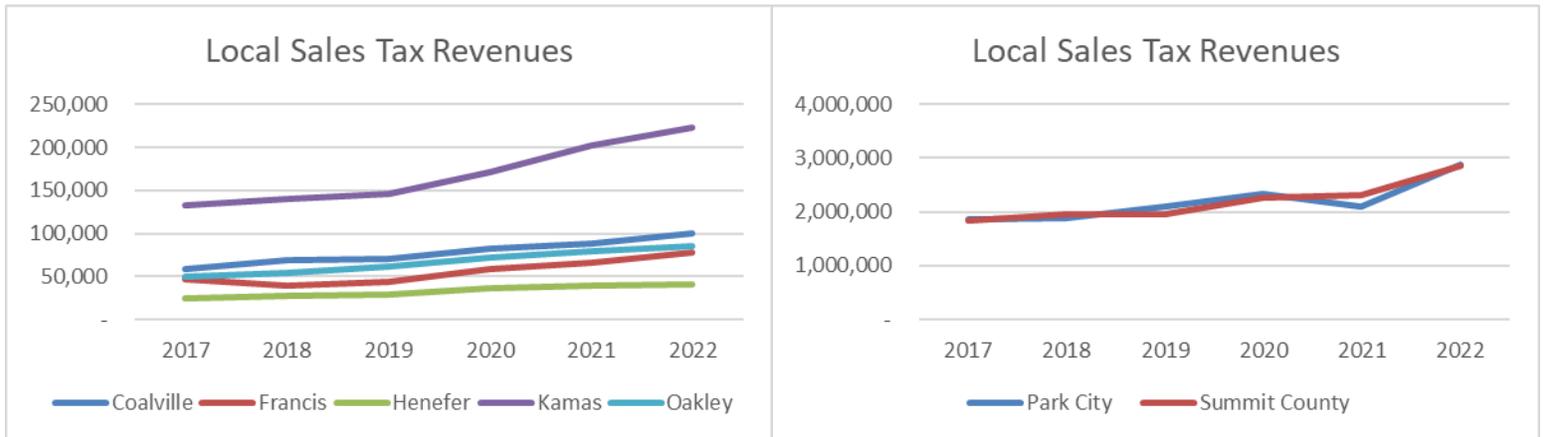
**SUMMARY INFORMATION:**

Appended to the staff report is a table of sales tax revenues received by Summit County. Importantly to note is the **Local Option** and the **County Option** which apply to the day-to-day operations of the County. The county option is reported within the general fund while the local option is reported within the municipal services fund.

In addition, sales tax revenues support Council initiatives in the areas of supporting tourism and economic development (**Transient Room Tax**), cultural and recreation facilities (**Restaurant Tax**), recreation program and art (**RAP Tax**), as well as transportation and transit programs and services. Beginning with voter approval in 2016 and Council adoption, the County has implemented and imposed five different sales taxes to support either transportation or transit programs. The County has an interlocal agreement with High Valley Transit Service District to provide transit services, but the revenues are received and must be recorded by the County.

It should be noted that the sales tax revenues received by the County going into the month of March 2021 were reflective of an exceptional period for sales tax revenues. Pre-pandemic (pandemic emergency declared late-March 2020) sales tax revenues were increasing year over year allowing the County to grow and expand services. Summit Count voters approved the County’s direction by approving both the Additional Mass Transit (**2<sup>nd</sup> Quarter**) and County Option for Transportation (**3<sup>rd</sup> Quarter**) sales taxes in 2016. In 2018 the Council opted to also impose the County Option for Transportation Infrastructure (**4<sup>th</sup> Quarter**) and County Option for Transit (**5<sup>th</sup> Quarter**) to address County needs for the development, construction and maintenance of transportation infrastructure or transit systems.

The **Local Sales** tax is a 1.0% tax imposed on taxable goods and services. It is imposed in the unincorporated areas of the County and are therefore used in the municipal services fund. The other incorporated areas of the County impose a similar sales tax and are directly received by those local agencies. Local sales tax revenues received by the municipalities within the County:



The graphs show the local sales tax revenues received by the municipalities and the unincorporated areas of the County. The amounts show pre-pandemic and current-year actuals. As displayed on the graph at the right, Park City was most hard hit, revenues decreased by 10.2% in 2020-2021, by the effects of the pandemic and related economic impacts. Kamas City seems to have seen a significant increase in local sales tax revenues between 2019-2022 when revenues increased at a yearly rate of 13.5%. Year to date, the County an increase of revenues 23.9% in local sales tax revenues between 2021 and 2022.

The **County Option** sales tax is a 0.25% sales tax imposed county-wide. Both the Local and the County Option sales taxes are subject to a State-wide distribution formula. 50% is distributed upon point of sale and 50% is distributed by proportionate share of State-wide population. Because the County Option sales tax is imposed county-wide it is used to support general fund functions such as a portion of elected offices and all of the corrections and library programs among others.

**Comparing the 2022 first quarter revenues to the same period 2021 revenues increased significantly with the Local increasing 23.8% while the County Option increased 27.6%.**

Industry-specific sales tax revenues are the **Transient Room** and **Restaurant** sales taxes. The Transient Room tax is imposed county-wide at a rate of 3.0% on short-term nightly rentals. The Restaurant tax is 1.0% imposed on foods prepared and sold at a restaurant. Both taxes are limited in uses and not available for general County operations. The County currently has a contractual agreement to distribute 70% of Transient Room tax revenues to the Park City/Summit County Chamber Bureau for promotional uses. The remaining 30% is retained by the County to be used at the Council’s discretion.

Restaurant sales tax revenues are restricted for the use of promoting tourism or for the development, operation or maintenance a convention/cultural/recreation/tourist facilities. The County distributes 90% of annual Restaurant sales tax revenues based on the recommendations of the Restaurant Tax Committee. During 2021 the Restaurant tax revenues benefited programs such as the Historical Park City Alliance, National Ability Center, USA Nordic Sport Inc, Park City Area Lodging Association, Sundance Institute, United States Ski & Snowboard, among others. Total amount of grants awarded by the County from the Restaurant tax in 2021 was \$2.4 million.

**For the first fiscal quarter of 2022 unaccrued revenues for the Transient Room and Restaurant Tax were \$6.2 million and \$1.0 million, up 81.6% and 43.1% respectively** compared to the first quarter of 2021.

Transportation and Transit specific taxes have increased substantially since 2016. During 2002 voters within the Kimball Junction Special Service District approved a sales tax of what ultimately was 0.30%. This was the **Mass Transit** tax that only applied to sales occurring only within the District.

During 2016 the Council opted to place two sales tax initiatives on the general election ballot. The **Additional Mass Transit** and the **County Option for Transportation** sales taxes were approved by voters 69% and 77% respectively. In 2018 the State Legislature allowed county legislative bodies to impose a **County Option for Transportation Infrastructure** and **County Option for Transit** sales taxes.

These taxes are colloquially called the 1<sup>st</sup> through 5<sup>th</sup> Quarters. The table below shows the revenues received for each of the 5 Quarters. The table reflects unaccrued revenues for the first fiscal quarter of each year.

Year	Original Mass Transit	Additional Mass Transit	County Option Transportation	Additional Transit: District	Additional Transit: Local	Additional Transit County	County Public Transit
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr			5th Qtr
2018	620,317	1,424,099	1,424,268	-	-	-	-
2019	615,446	1,526,893	1,527,033	-	-	1,507,490	-
2020	715,924	1,747,820	1,747,833	237,166	204,729	425,322	1,400,822
2021	671,522	1,622,720	1,623,003	222,579	205,962	409,642	1,302,697
<b>2022</b>	<b>866,882</b>	<b>2,174,636</b>	<b>2,175,074</b>	<b>288,923</b>	<b>260,792</b>	<b>537,480</b>	<b>1,754,863</b>

**OTHER FINANCIAL HIGHLIGHTS:**

The 117<sup>th</sup> Congress (2021-2022) adopted the American Rescue Plan Act (ARPA) OF 2021. The intent of the Act was to speed up the Country’s recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. Summit County was the direct recipient of a total of \$8.1 million in ARPA funds. The County is also receiving additional funds indirectly through other ARPA related grants.

The County’s programmed use of directly issued ARPA related grants are shown on the following table. It is the Manager and staff’s recommendation that these funds be used in conjunction with other

programs in order to leverage funds for best return on overall investment. Staff is actively pursuing additional grants and partners to maximize the County’s ARPA funds. The County’s ARPA grant funds must be committed by June 2024.

ARPA Local Assistance Grants	County ARPA Dollars
Mountain Regional Water Projects	\$150,000
Oakley Well	100,000
Woodside Affordable Housing	50,000
Bookmobile/Book Lockers	50,000
Lower Silver Creek Complex	2,500,000
Habitat for Humanity Affordable Housing	100,000
Parkside Affordable Housing	150,000
Senior Vans	20,000
Weber River and Resiliency Funding	1,500,000
Woodland Well	50,000
Transfer Station (solid waste)	2,500,000
2022 Utah Matching Grant Program	500,000
Administrative Costs	50,000
Regional Planning	453,763
Total grant programming:	\$8,173,763

As examples of leveraging resources, the County has already entered into agreements with the State of Utah to commit \$20 thousand for Senior Vans for a total acquisition of \$197 thousand<sup>1</sup> as well as \$1.5 million in Weber River and Resiliency Funding to receive an additional \$1 million<sup>2</sup>. Staff continually monitors the availability of resources, either grant-funded or through other partnerships, for the best use of the direct ARPA funds made available to the County.

Please address comments or questions to:

Matt Leavitt, Chief Financial Officer  
[mleaavitt@summitcounty.org](mailto:mleaavitt@summitcounty.org)  
 (435) 336-3017

---

<sup>1</sup> \$66 thousand for ADA van, \$62.2 thousand for van, and \$69.4 thousand for food truck = \$197,653 total cost

<sup>2</sup> Total estimate project costs of \$3.0 million with an additional \$500 thousand coming from other County resources.



# Summit County

---

2022 1<sup>ST</sup> QUARTER

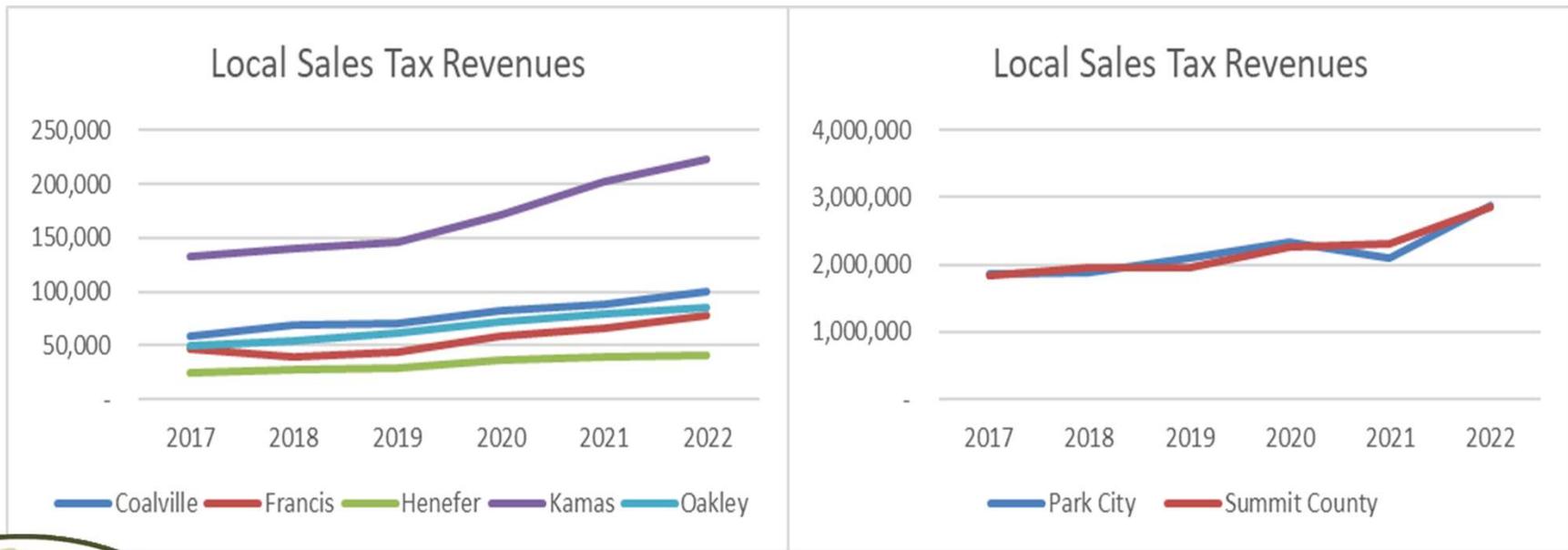


# Sales Tax Revenues

	Local Sales Tax					Option Sales Tax				
	2020	2021	% Chg	2022	% Chg	2020	2021	% Chg	2022	% Chg
Jan	600,595	693,682	15.5%	830,874	19.8%	284,158	337,506	18.8%	411,557	21.9%
Feb	874,069	915,943	4.8%	1,107,095	20.9%	478,406	477,994	-0.1%	598,000	25.1%
Mar	790,742	698,540	-11.7%	920,998	31.8%	476,459	395,780	-16.9%	536,836	35.6%
Apr	638,746	751,229	17.6%			406,009	439,306	8.2%		
May	676,714	953,741	40.9%			360,012	535,500	48.7%		
Jun	471,119	674,892	43.3%			199,758	307,879	54.1%		
Jul	525,781	676,325	28.6%			224,584	306,344	36.4%		
Aug	681,000	911,524	33.9%			298,594	429,291	43.8%		
Sep	690,645	759,380	10.0%			307,506	353,859	15.1%		
Oct	638,815	859,899	34.6%			293,885	402,273	36.9%		
Nov	763,452	857,708	12.3%			360,479	397,996	10.4%		
Dec	596,284	702,491	17.8%			273,379	324,600	18.7%		
<b>Total</b>	<b>7,947,961</b>	<b>9,455,354</b>	<b>19.0%</b>	<b>2,858,968</b>	<b>23.9%</b>	<b>3,963,229</b>	<b>4,708,327</b>	<b>18.8%</b>	<b>1,546,394</b>	<b>27.7%</b>
		<b>2022 Budget</b>		<b>8,800,000</b>			<b>2022 Budget</b>		<b>4,300,000</b>	
		% of Budget Received --->			32.5%		% of Budget Received --->			36.0%
		% of Months Collected --->>			25.0%		% of Months Collected --->>			25.0%

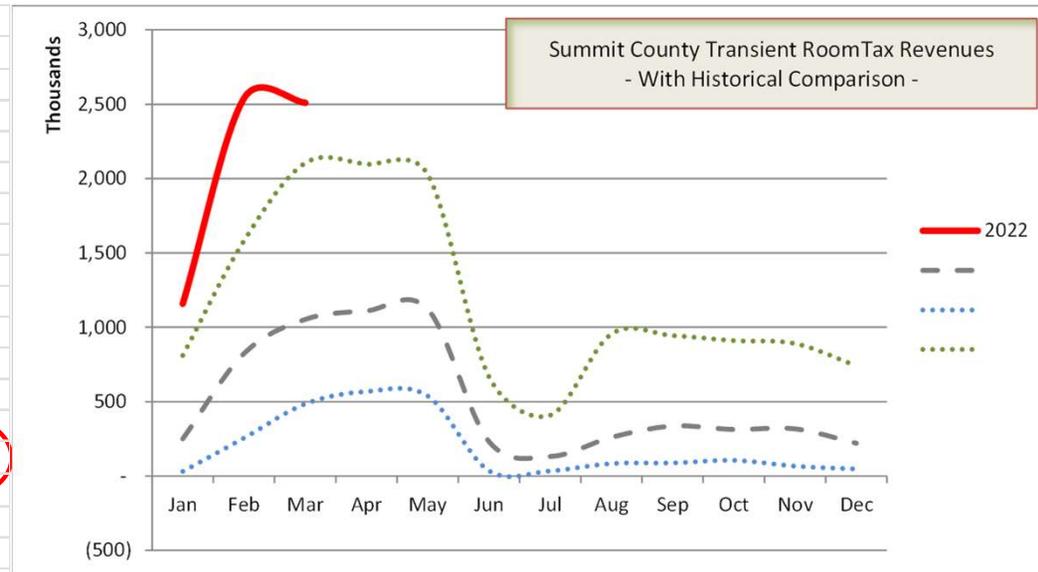


# Local Sales Tax Revenues



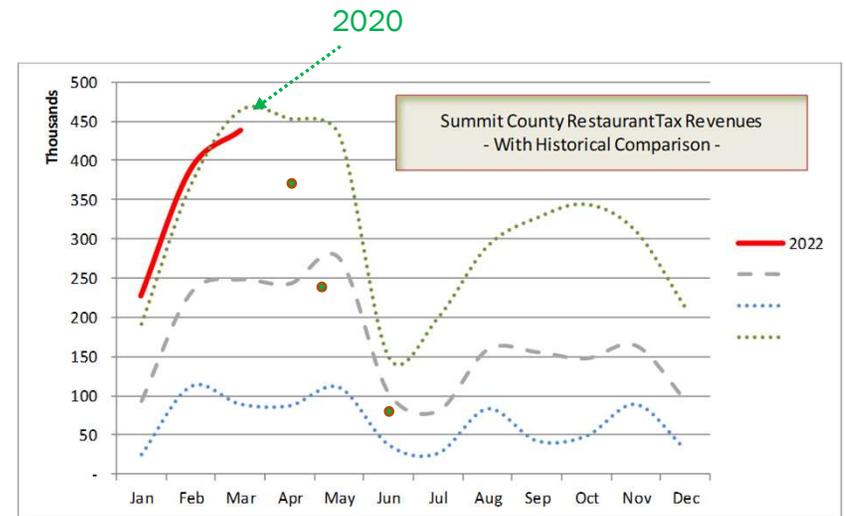
# Transient Room Tax Revenues

2020	Transient Room Tax			
	2021	% Chg	2022	% Chg
579,676	810,842	39.9%	1,158,326	42.9%
1,582,205	1,326,336	-16.2%	2,540,188	91.5%
2,105,214	1,280,560	-39.2%	2,509,082	95.9%
2,096,588	1,826,220	-12.9%		
1,038,452	1,975,116	90.2%		
135,970	471,297	246.6%		
55,935	408,101	629.6%		
234,678	955,754	307.3%		
521,626	944,488	81.1%		
527,080	910,637	72.8%		
546,894	890,755	62.9%		
411,440	741,272	80.2%		
<b>9,835,758</b>	<b>12,541,378</b>	<b>27.5%</b>	<b>6,207,597</b>	<b>81.6%</b>
2022 Budget			11,700,000	
% of Budget Received ---->				53.1%
% of Months Collected ---->>				25.0%



# Restaurant Tax Revenues

2020	Restaurant Tax			
	2021	% Chg	2022	% Chg
168,164	135,637	-19.3%	226,417	66.9%
368,952	280,548	-24.0%	386,980	37.9%
464,206	317,358	-31.6%	436,217	37.5%
358,348	347,261	-3.1%		
247,838	403,662	62.9%		
81,964	149,414	82.3%		
64,236	199,307	210.3%		
161,475	290,798	80.1%		
195,850	326,991	67.0%		
217,787	344,242	58.1%		
227,034	310,230	36.6%		
148,755	212,654	43.0%		
<b>2,704,609</b>	<b>3,318,101</b>	<b>22.7%</b>	<b>1,049,614</b>	<b>43.1%</b>
	2022 Budget		3,130,000	
	% of Budget Received --->			33.5%
	% of Months Collected --->>			25.0%



# Transportation & Transit Tax Revenues

---

Year	Original Mass Transit	Additional Mass Transit	County Option Transportation	Additional Transit: District	Additional Transit: Local	Additional Transit County	County Public Transit
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr			5th Qtr
2018	620,317	1,424,099	1,424,268	-	-	-	-
2019	615,446	1,526,893	1,527,033	-	-	1,507,490	-
2020	715,924	1,747,820	1,747,833	237,166	204,729	425,322	1,400,822
2021	671,522	1,622,720	1,623,003	222,579	205,962	409,642	1,302,697
2022	866,882	2,174,636	2,175,074	288,923	260,792	537,480	1,754,863



# County ARPA Programming

---

	County ARPA Dollars
ARPA Local Assistance Grants	
Mountain Regional Water Projects	\$150,000
Oakley Well	100,000
Woodside Affordable Housing	50,000
Bookmobile/Book Lockers	50,000
Lower Silver Creek Complex	2,500,000
Habitat for Humanity Affordable Housing	100,000
Parkside Affordable Housing	150,000
Senior Vans	20,000
Weber River and Resiliency Funding	1,500,000
Woodland Well	50,000
Transfer Station (solid waste)	2,500,000
2022 Utah Matching Grant Program	500,000
Administrative Costs	50,000
Regional Planning	453,763
Total grant programming:	\$8,173,763



# Questions?

---





## Staff Report

To: Summit County Council

Report Date: March 30, 2022

From: Patti Berry, HR – Park City Fire Service District

Project Name: Personnel Policies Revisions

### A. Background

As part of an on-going policy review, several Personnel Policies were reviewed and revised to reflect several clean-up and clarifying changes. All policies were submitted to and reviewed by Helen Strachan and Lynda Viti.

On March 1, 2022, in a regular scheduled meeting of the Park City Fire District Administrative Control Board, Sections 4, 6, 7, 8 9, 10, and 11 were reviewed and unanimously approved for recommendation to the Governing Board for final approval.

All policies are attached in redline.

A brief description of recommended changes to each of the sections is listed below.

**Section 4- Position Management** – Prior to the proposed change, there was some confusion as to the definitions of and the appropriate application of reassignments vs. reclassifications. This policy recommendation clarifies each definition and how it is applied. Several of the following policies were adjusted to reflect these changes.

**Section 6 – Employment Status** – Previously, this section contained a definition for Temporary Employees. The District does not use temporary employees. We do, however, use seasonal employees. The paragraphs defining each have been adjusted to reflect current operations. The definition of Full-Time EMS employee was added to this section. Further clarifications were made to Section 6 to reflect the appropriate use of reclassification and reassignment as defined in Section 4.

**Section 7 – Personnel Actions** – Prior to this review and revision, employees that are unable to perform their duties due to disability could have their job held for up to 9 months. Most employees are able to return to work from a disability within 6 months. The recommended revisions in this policy would change the current length of time we will hold a job from 270 days to 180 days. This change will better help facilitate staffing needs of the District. The paragraph titled Transfer was deleted as Reassignment or Reclassification is more appropriate terminology. Other clean-up and clarifying changes were made. Paragraph **I. Reassignment** was reworded to match the definition in **Section 4**. The last two

sections regarding final pay was deleted as it has been defined in Section 8 G. Separation Pay.

**Section 8 – Compensation** – Previously, the district’s practice is was to take advantage of the FLSA 7k partial overtime exemption for firefighters regarding sleep time. Generally, the designated sleep time was not counted as hours worked towards overtime calculations. This revision discontinues the sleep time exemption. Paragraph **F. Overtime** has been revised to reflect this change. Paragraph **G. Separation Pay** clarifies that employees may have payment withheld from their final pay check for any District property not returned upon leaving employment. **Paragraph L. Out of Classification Assignments** defines when an employee will receive additional pay and the requirements for acting in a different rank. The paragraph defining the Instant Bonus Program was deleted as we do not utilize this option.

**Section 9 – Fringe Benefits – Paragraph D. General Group Insurance Programs** has been revised that the District will pay the insurance premiums of a disabled employee for 6 months instead of 9 months to match the length of time a disabled employee’s job will be held.

At the end of 2021, the District revised the process for suppression employees to request vacation leave. Previously, an employee could request vacation at almost any time and the availability was on a first-come basis. Due to operational demands, this practice was changed to a seniority-based vacation draw, which is more standard in the industry. Due to this change, several of the leave policies needed to be revised. The recommended revisions to this policy reflect the changes necessary to support this and other operational changes.

In addition, **Paragraph H. Sick Leave** has been revised to remove the option payment of sick leave to be contributed to the post-employment health plan upon termination of employment. The recommended changes indicate that eligible employees will receive a cash benefit equal to 50% of the employee’s unused sick leave on their final pay check. **Paragraph J. Funeral Leave** has been revised to indicate that this leave will now be charged to the employee’s vacation leave accrual. **Paragraph K. Holiday Leave** was updated to include Juneteenth as a holiday observed by Administrative Employees. This is not an additional holiday as it was traded for July 24<sup>th</sup>.

With the rising cost of education and the increasing number of employees wishing to take advantage of the education assistance program, revisions were made to the timeline that an employee is obligated to refund the District for assistance received.

**Section 10 – Reimbursement for Expenses** - Minimal clarifying edits were made.

**Section 11 – Work Hours** - Work hours for EMS employees as added to **Paragraph A. Normal Work Day**. The section defining **Rest Periods** was deleted as we do not have defined rest periods.

**B.** The Administrative Control Board of the Park City Fire Service District voted to recommend approval of the presented Personnel Policies as amended.

## SECTION 4 - POSITION MANAGEMENT

### A. **Position Allocation:**

It is District policy, as much as possible, to initiate proposed changes in the number of personnel or reclassification of personnel during the process of budget approvals for the ensuing year. This allows for the most thorough consideration of personnel expenditures and available revenues. The establishment of a position by the District cannot take place without the appropriate budget approval of the Governing Body. No person shall be hired or appointed and no regular employee promoted to any position (exceptions may occur for the occasional emergency/temporary, contractual or part-time professional work needs), until it has been properly allocated as follows:

1. The development or revision of a current job description.
2. The proper classification of the position and assignment to an established pay range.
3. The presentation of justification as to the need for the position or for the promotion and advancement of an employee.
4. Verification that funds are available to support the position, promotion or change in classification.

### B. **Job Description:**

The initial content of all job descriptions shall be provided by subject matter experts such as the Fire Chief, Supervisors and incumbent workers through the use of questionnaires, written documents and related materials. If needed, verification shall be obtained through on-site job audits conducted or coordinated by the Human Resource Officer. Based upon obtained information, the Human Resource Officer shall prepare the description in approved format for finalizing. All job descriptions shall be reviewed and approved by the Board. All employees will be assigned to a position with an established job description and must be able to meet the requirements for performing the "essential functions" of the position to which assigned. Standard formats shall be established by the Human Resource Officer to include essential and marginal duties and responsibilities and minimum qualifications (training, education and experience). The description shall be used by the District as the basis for:

1. The classification of the position and determination of its rate of pay.
2. Preparation of examinations and for determination as to whether an applicant or employee meets minimum requirements for a particular class of positions.
3. For preparation of a position announcement soliciting applications from

interested individuals for position vacancies.

4. The orienting of a new employee to the duties and responsibilities of a position to which hired or promoted by their Supervisor
5. The development of performance management objectives and evaluations.

**C. Classification:**

All District positions are evaluated on a set of common factors (i.e., difficulty of work, complexity, judgment, responsibility, controls over the work, minimum qualifications, education & training, physical environment, etc., such as firefighter, engineer, inspector, etc.) and assigned a specific salary range on the salary plan. All employees hired on a full-time or part-time basis will receive compensation according to the classification of the position for which they are hired. Recommendations for advancement shall be in writing, and must be approved by the Human Resource Officer and reviewed by the Fire Chief with notice to the Personnel Director.

Deleted: grade encompassing a

**D. Reclassification:**

Reclassification occurs when 1) an employee is moved from one classification to another based upon their ability or inability to perform in the current or prospective class; and 2) when the duties and responsibilities of a position change significantly warranting the creation of a new job description and classification. To reclassify an employee, the Supervisor shall submit a request for reclassification to the Fire Chief and Human Resource Officer with the basis for the request and when needed, a new draft job description. The Human Resource Officer shall give notice of the request to the Personnel Director. The Human Resource Officer will perform an analysis of the job to determine reclassification eligibility. Normally, the employee's pay shall be adjusted within the new pay range reflecting years of service.

Deleted: Reclassification of a position to a class with a lower pay range shall not generally change an employee's rank or salary.

Deleted: which is at least equal to the current salary

**E. Reassignment:**

The effective operation of the District requires periodic changes in work assignments to match functional needs with capabilities of District personnel. An employee may be reassigned from one position, station, apparatus, or division to a different position, station, apparatus, or division within the District. Reassignments may be temporary or permanent.

Deleted: If the employee's pay rate falls above the new pay range, the employee's pay will be reduced to the maximum of the new position. The Fire Chief shall utilize the Board to review and finalize a new job description.

If the employee is reassigned to a position with a higher pay scale, the employee may receive acting-in pay. If the District reassigns an employee to a position with a lower salary range, and the employee's current salary is higher than the maximum, the employee shall have their pay frozen at their current rate for a period not to exceed 1 year. Reassignment to a position with a lower pay range shall not generally change an employee's rank or salary. If the reassignment is requested by the employee, that employee, shall suffer a loss of pay consistent with the reduction of responsibility. Employees may request reassignments, but

must do so in writing through their Supervisor and the Fire Chief. Reassignments are NOT grievable under Section 14 of these Policies

**F. Reorganization:**

Reclassification may be required from time to time as a result of reorganization. Circumstances may arise from the reorganization or reclassification process which require the abolition of a position, which shall be treated as a reduction-in-force (*see* Section 7, paragraph C). Reorganization shall also be sufficient cause for reclassification by way of reassignment (*see* Section 7, paragraph I). In an effort to minimize the effects of a reduction-in-force brought about by reassignment, reclassification or reorganization, the following options shall be considered:

Deleted: and J

1. The employee may be assigned to a lesser position.

OR

2. The employee may be reassigned to another position within the District, depending upon qualifications and available position.
3. If the employee's pay is greater than the maximum for the position to which assigned or transferred the employee shall be placed on a salary freeze for a period not to exceed one (1) year. If during the one-year period, the employee's rate of pay falls back within the assigned pay range, the freeze shall be lifted and the employee shall be placed at that step (within the range). If at the end of one year, the employee's current pay rate still falls above the maximum of the new pay range (step and grade), that employee's pay rate shall be **reduced** to the maximum of the new assigned position.

Deleted: (step and grade),

Deleted: and grade

## SECTION 6 - EMPLOYMENT STATUS

**A. Applicability:**

All full time employees, officers and other personnel not exempted herein, who prior to the effective date of these policies and procedures, have successfully completed the orientation period; (see item D below) are deemed to be fully covered employees under these personnel policies and procedures.

**B. Merit Exempt Positions:**

It shall be the policy of the District to comply with the provisions of Utah Code Ann. §17D-1-106 and §17B-1-801 by adopting the merit system set forth in 17-33-101 et. seq.. The following types of positions have been designated as being exempt from the provisions of the personnel system. The Personnel Director will specify, in writing, those positions which fall under the exempt categories listed below. Exempt positions should be reviewed annually to determine whether or not their exempt status should be withdrawn based on changes of duties and related factors. Written agreements with the Fire Chief may include applicable policies and procedures. Workers in such positions are "at will" and may be separated from employment for reasons other than cause.

1. Fire Chief.
2. Each Deputy Chief, Assistant Chief, and Battalion Chief hired or promoted after January 1, 2017 and charged by Fire Chief with the responsibility of assisting to formulate and carry out policy matters.
3. Members of policy, advisory, review, and appeal boards, or similar bodies who do not perform administrative duties as individuals.
4. Attorneys serving as outside legal counsel, special advisors, and any person employed to make or conduct a temporary and special inquiry, investigation, or examination on behalf of the District, Board or Governing Body.
5. Each employee appointed to perform:
  - a. Work that does not exceed three (3) years in duration; or
  - b. Work with limited funding.
6. Bona fide independent contractors
7. Temporary and seasonal employees as defined in paragraphs C and H below.
8. Contractual personnel hired to perform time limited services requiring

specific professional skills and abilities. Employment contracts shall not be valid until approved by the Fire Chief.

**C. Full-time Employees:**

1. An administrative employee who has satisfactorily met the requirements for employment, is generally working forty (40) hours per week (is expected to work 2080 hours per year), and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are eligible for all the benefits programs and rights and privileges described in District policies and procedures.
2. A fire suppression employee who has satisfactorily met the requirements for employment, is generally working 2920 hours per year, and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are eligible for all the benefits programs and rights and privileges described in District policies and procedures.
3. A full-time EMS employee who has satisfactorily met the requirements for employment, is generally working an average of forty-two (42) hours per week (is expected to work 2184 hours per year), and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are eligible for all the benefits programs and rights and privileges described in District policies and procedures.

Deleted: ~~<#>Temporary Employees.</del>~~

<#>The Fire Chief may make temporary appointments to carry out necessary District responsibilities as the budget will permit. The District shall create a pool of eligible temporary employees. When the Fire Chief needs to utilize the services of a temporary employee, they shall select an individual from the temporary employee pool. Supervisors may request individuals of their choice be added to the temporary employee pool.</del>

<#></del>

<#>Temporary employees shall work not more than twenty-nine (29) hours per week and shall not qualify for regular benefits, except that mandatory benefits shall be provided as prescribed by law. These appointments shall not exceed 320 hours in succession. Temporary employees cannot work more than 29 hours per week or 320 hours in succession without a 90 day rest period (no employment activity with any department of the District) before additional work hours are permitted. In extenuating circumstances a Supervisor may petition the Fire Chief to extend a temporary employee's term of service. Upon review the Fire Chief may approve or deny the Supervisor's request. The temporary employee, on approval, will have additional time allotted to their term of service. The additional time shall not exceed an additional 320 hours and no more than 29 hours per week for a total 640 hours. Temporary employment does not count as credit toward the completion of an orientation period.</del>

**D. Part-time Employees:**

Employees expected and scheduled to work less than a yearly average of forty (40) hours per week in any one position shall be considered part-time.

1. Merit Status: Consistent with the provisions of Utah Code Ann. §17-33-8(1)(b)(ix), and paragraph B above, part time employees hired after August 1, 2015 shall be considered Merit Exempt.
2. FLSA Exempt: Part-time employees who are considered exempt under the federal Fair Labor Standards Act ("FLSA") and under paragraph G below shall be compensated at a fixed rate, based upon the expected hours of work per week for the part time position they hold. All other part time employees shall be compensated at an hourly rate in accordance with federal law.
3. Benefits:
  - a. Part-time employees who work less than 29 hours per week shall not qualify for benefits offered to full-time employees. Part-time employees who work a yearly average of thirty (30) or more hours per week, but less than forty (40), shall qualify for the following

Deleted: For administrative employees, part

Deleted: thirty 30 hours

Deleted: ,

benefits only:

- i. Mandatory benefits as prescribed by law, i.e. social security (if applicable), workers compensation, health care, retirement (if applicable) and unemployment.

b. 

Deleted: For suppression employees, part-time employees who work less than 29 hours per week shall not qualify for benefits offered to full-time employees other than those mandated by law.

**E. Conditional Employees:**

All new and promoted employees shall be considered conditional employees and are required to serve an orientation period. The orientation period shall be six (6) months for all Administrative and Full-Time EMS employees and twelve (12) months for Suppression employees. Conditional employees who are new hires may be terminated with or without cause.

Deleted: Employee

Conditional employees who are promoted or reclassified and are unable to satisfactorily perform the requirements of the new position, during the orientation period, may be reassigned to their former position, if available, reassigned to a like position of similar pay grade, or reassigned to a position of lesser pay grade. If a promoted or reclassified conditional employee violates District policy and procedures, they may be terminated but shall have all rights of appeal and due processes as defined by these Policies and Procedures (see Section 14).

Deleted: transferred

Deleted: transferred

This period is designed to acquaint the new employee with their position and allow the supervisor to assess the employees' performance (see Orientation Period, Section 5, Paragraph M).

**F. FLSA Exempt:**

There are two types of employment classes in the District relative to FLSA minimum wage and maximum hour requirements, exempt and non-exempt.

- 1. Exempt employees are those in an executive, administrative or professional position and certain merit exempt employees. These employees will normally be classified in category 1 and 2 according to the EE04 definitions. These codes generally include: officials, administrators; and professionals.
- 2. Non-exempt employees are generally included in all other EE04 categories. Category 3 includes technicians, category 4 protective service workers, category 5 office and clerical, category 6 craft workers, category 7 operators (semi-skilled), laborers (unskilled), category 8 service workers.
  - a. Part-time employees will not be paid for overtime unless the total number of hours worked in a standard work week exceeds forty (40) (for administrative personnel) or 212 hours in a 28 day

overtime cycle for fire suppression personnel.

Deleted: average

- b. Full-time, temporary and seasonal employees shall be paid overtime if they are non-exempt and hours actually worked exceed forty (40).
- c. Holidays, vacation, sick leave, trade time worked<sup>1</sup>, compensatory time and other paid leave such as jury duty, military leave and funeral leave shall not be counted as time worked for purposes of overtime.
- d. Volunteers and Board Members are exempt from FLSA minimum wage and overtime requirements and will not be considered an employee of the District. They may receive a nominal stipend or reimbursement for expenses.

**G. Seasonal:**

Due to the seasonal nature of the work demands which may be placed upon the District, the Fire Chief may designate certain positions as seasonal hire. Seasonal employees are hired for a specific portion of the year not to exceed forty (40) hours per week or 640 hours total to meet the increased demands during that period. Seasonal employees shall not qualify for benefits offered to full-time employees. Upon the conclusion of the high demand period, employees shall be terminated, or furloughed until they are recalled to meet the needs of a new "high need period". A furlough does not create a vacancy or reduce the number of approved positions. Such employees are not merit employees as described above. All seasonal appointments must be determined through a competitive recruitment process.

Deleted: twenty-nine (29)

**H. Task Performance Testing:**

To ensure that prospective and current Suppression Employees meet and maintain the minimum physical health and fitness standards for the position they perform, a Task Performance Test ("TPT") shall apply to all current or prospective suppression operations employees, hereafter collectively referred to as employees or firefighters. It is the policy of the District to require participation in the TPT prior to employment and annually thereafter. Firefighters who have been absent for 20 or greater consecutive shifts for any reason will be required to take the TPT prior to returning to duty. The expectation is that all applicable firefighters will successfully pass this test. It is the firefighter's responsibility to achieve and maintain the job skills and physical conditioning necessary to meet the minimum requirement represented by the TPT under direction of the Fire Chief, the designated medical provider and the Training Officer. On-site administration of the TPT shall be the responsibility of the Lead Certified Fitness Coordinator (LCFC). The Training Officer will assure that there are Certified Fitness Coordinators (CFCs) available to work one-on-one with each incumbent firefighter who cannot

<sup>1</sup> See 29 U.S.C. §207(p)(3)

meet the minimum standard.

1. Test Administration:

- a. The TPT will be administered consistent with the Test Administration Guide approved and adopted by the Training Officer and designated medical provider. Prior to the administration of the TPT, the Lead Certified Fitness Coordinator shall administer the policy and ensure each firefighter is given information about the TPT and is able to have his or her questions answered.
- b. Firefighters who have been absent for 20 or greater consecutive shifts due to their own injury or illness, after receiving a medical, return to duty release from their own physician, must be evaluated by the District-appointed physician for medical readiness prior to attempting the TPT.

2. Compliance Requirement:

- a. Each firefighter will test at least annually during the regularly scheduled, District-wide testing period. This testing period will take place in September of each year. Suppression Employees who fail the annual test may retake the test when offered and available throughout the year. These employees should work closely with the Training Officer to schedule the re-tests.
- b. **Firefighters who do not successfully complete the TPT on or before October 1<sup>st</sup> annually, or when attempting the return to duty TPT, will be deemed to be unable to perform the essential functions of their job. Employees who cannot perform the essential functions of their job shall either be reassigned to another job for which they are qualified. Firefighters who do not successfully complete the TPT within 90 days may be reclassified or terminated.**
- c. Firefighters missing their assigned TPT testing date/time will have make-up opportunities during the designated testing period. If the firefighter does not attempt the TPT during the testing period, they will be considered to have failed the TPT and will be subject to the conditions set forth in paragraph b. above.
- d. Prospective firefighters that do not successfully complete the TPT will not be considered for employment.

3. Intervention Support:

- a. If an incumbent firefighter does not successfully complete the TPT,

Deleted: 3 below

the firefighter may request assistance to work with a CFC or may seek assistance from the designated medical provider. Firefighters who fail to successfully complete the TPT are solely responsible to improve their skills or physical conditioning. Firefighters who need additional time outside of scheduled duty hours for physical conditioning or skill training shall not be paid for such activities.

- b. Beginning January 1, 2017, all Suppression Employees shall be required to pass the TPT as a condition of continued employment. Because the TPT is designed to evidence a Suppression Employee's ability to satisfactorily perform the essential functions of their job, successful completion of the TPT shall be required. If the Suppression Employee cannot successfully complete the TPT on, the employee will be subject to reassignment, reclassification, or termination.

4. Medically Exempt Firefighters:

If a firefighter is determined to be medically unfit to perform the TPT, the firefighter shall be placed on sick leave and be subject to the terms and conditions of the sick leave policy.

5. Support Division/Administrative Firefighters:

Administrative staff not required to wear a Self-Contained-Breathing-Apparatus (SCBA) for their position are not required to participate in the TPT.

6. Confidentiality:

The Training Officer shall maintain individual records relating to this policy for each Firefighter. The Training Officer may disclose information from these records, as necessary, to the subject firefighter, the Fire Chief, or to anyone determined by the Fire Chief to have a need to know. The Training Officer shall comply with all legal requirements for safeguarding any medical, private, or protected information. All those who administer or facilitate the TPT process shall maintain the confidentiality of actual test times, any medical, private or protected information.

## SECTION 7 - PERSONNEL ACTIONS

**A. Promotion:**

A promotion is defined as a change in job title and classification recognizing increased capacity and responsibility of an employee from a position in one job class to a position in another job class having a higher entrance salary. Whenever a position comes open, whether a newly created position or a vacated position, the Fire Chief will first look within the District to determine if the promotion of a qualified, interested employee is possible and if it is a merit position, should fill the position with a qualified employee if available. A notice of the job opportunities shall be circulated among District employees describing the position. Personnel promoted into a higher pay grade shall receive a pay increase commensurate with their abilities and other employees holding the same or similar position. The Fire Chief shall take into consideration; longevity, performance evaluations and budget. The Fire Chief will work in conjunction with the Human Resource Officer in establishing promotion criteria for various job classifications. Employees who are full-time shall be entitled to continued benefits notwithstanding the orientation period and conditional status associated with such promotion.

Deleted: grade

**B. Career Ladder Adjustment:**

A career ladder adjustment is defined as moving an employee from one position in a job class to a similar position with a higher entrance salary in the same job class. This change recognizes an employee's increased capacity and responsibility to perform their work to a higher standard. If budgeted, personnel receiving a career ladder adjustment will be moved to the bottom of the new range or receive a 6% increase, whichever is greater. The Fire Chief will work in conjunction with the Human Resource Officer in establishing criteria for moving employees into various job classifications. There is no orientation period required for an employee receiving a career ladder adjustment.

**C. Layoff (Reduction-in-Force):**

Should it become necessary to undergo a reduction of the work force, brought about by a reduction of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of the District; the Fire Chief shall lay off the necessary number of employees considering such factors as, but not limited to, longevity, performance, and organizational needs. The decision matrix shall be filed with the Personnel Director. Individuals being separated by a reduction in force do not have a right to prior notice. In determining which employees should be laid off the Fire Chief shall utilize the following sequence to achieve the required reduction:

1. Temporary/Seasonal employees (shall be separated or reduced in work hours).

2. Part-time employees (shall be separated or reduced in work hours).
3. Full-time employees (may be separated or reduced in work hours).

**D. Abolishment of Job:**

If a circumstance should arise requiring the abolition of a certain position, employment status may be maintained by one of the following:

1. The employee may be returned to a previous position, if a position is open or allocated by the Board at a salary appropriate for the position, which may entail a reduction in pay.
2. The employee may be promoted based upon performance, qualifications and position availability.
3. The affected employee may be reassigned to another division to fill an open position, for which they are qualified, commanding equal or lesser compensation.
4. If none of the alternatives are available, the employee shall be separated.

Deleted: transferred

**E. Separation:**

Full-time employees may be subject to separation for cause, reasons of reduction-in-force, reduction of work, abolishment of a position, or lack of funds. An employee placed on disability leave must provide a return-to-work clearance from their physician within 180 days. Failure to provide such clearance shall result in separation from the District. Otherwise, all employees will be retained on the basis of their performance and separated if inadequate performance cannot be corrected. Merit employees have the right to appeal as outlined in the grievance procedures of Section 14 if they perceive the separation to be unjustified. Part-time, temporary, seasonal, contract, and merit exempt personnel may be terminated "at will" or according to terms of individual employment agreements.

Deleted: which exceeds 270 days shall be separated

**F. Resignation:**

Employees who resign and desire to leave the District in good standing should give a minimum of two (2) weeks' notice if they are to be considered for re-employment at a future date. Resignations must be in writing and submitted to the Fire Chief.

Deleted: Excessive turnover is costly and therefore, should be avoided. Competent employees who resign voluntarily should be interviewed by the Fire Chief to determine the potential for reconsideration. If the reason for the resignation is a misunderstanding or mistake by the District, an effort shall be made to correct the situation.

**G. Defacto Resignation:**

An employee who is absent from work for one shift and capable of giving proper notifications but does not inform the supervisor, shall be deemed to have resigned and shall be informed of the same in writing by the Fire Chief

Deleted: two consecutive work days

**H. Reinstatement/Rehire:**

Former employees, who left voluntarily, and in good standing, may be reinstated to a vacant position only when their qualifications and ability indicate a potential for performance which would clearly exceed expected performance of current, and promotable employees. Previous District experience may be taken into consideration in determining placement of the employee on the District's salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of separation. The restatement/rehired employee shall be required to observe the waiting period before being placed on the District's offered insurances. If a reinstated/rehired employee returns to District employment within three (3) months of their separation date there shall be no change in their vacation accrual rate. However, longevity seniority will be adjusted to reflect the absence. If the employee returns to work after three (3) months they shall lose at a minimum one year of accrual for vacation and longevity seniority.

**I. Reassignment:**

The effective operation of the District requires periodic changes in work assignments to match functional needs with capabilities of District personnel. An employee may be reassigned from one position, station, apparatus, or division to a different position, station, apparatus, or division within the District. Reassignments may be temporary or permanent.

If the employee is reassigned to a position with a higher pay scale, the employee may receive acting-in pay. If the District reassigns an employee to a position with a lower salary range, and the employee's current salary is higher than the maximum, the employee shall have their pay frozen at their current rate for a period not to exceed 1 year. Reassignment to a position with a lower pay range shall not generally change an employee's rank or salary. If the reassignment is requested by the employee, that employee, shall suffer a loss of pay consistent with the reduction of responsibility. Employees may request reassignments, but must do so in writing through their Supervisor and the Fire Chief. Reassignments are NOT grievable under Section 14 of these Policies

**J. Performance Documentation:**

The Fire Chief and Supervisors shall, in a timely manner, document noteworthy, or significant incident behaviors of employees. Such records may be used to support decisions which affect employee status related to job advancement, rewards, discipline and discharge.

1. Timing & Purpose Of Evaluations: Annual employee evaluations for all full time and part-time employees shall be conducted by the Supervisors or Fire Chief in the month of the employee's hire date, and shall be used as the basis for the following:

- a. To assure that employees are fully aware of performance

Deleted: ~~<#>Transfer: ¶~~  
<#>A transfer is defined as a move from one division to another, and should not be confused with the managerial function of moving personnel from one office, shift or station to another within the same division by promotion, demotion, or reassignment.¶  
<#>¶  
<#>Transfer is also a method of filling a vacant position through transfer of an interested, qualified employee already working for the District. When a position becomes vacant in any division, other District employees are free to make application for the position without hindrance from any Supervisors for a seven (7) calendar day period prior to open recruitment. (see Section 5) However, employees are encouraged to visit with their Supervisor before making such application. Transfers must be approved by the Fire Chief. A transferring employee must qualify for the job to which they are transferring. A transferred employee shall retain all accumulated sick and annual leave. A transferring employee may suffer a loss of base pay due to budget constraints and if, in the opinion of the Fire Chief, the transferring employee lacks job knowledge and/or competency equal to employees in the same job classification, whose pay would be less than that of the transferred employee. A notice of the job opportunity shall be posted in the District offices and other designated locations describing the position. This notice shall include:¶  
<#>¶  
<#>Job title, a brief description of the duties and FLSA status;¶  
<#>¶  
<#>Minimum qualifications, experience and/or education requirements;¶  
<#>¶  
<#>Wage scale;¶  
<#>¶  
<#>Application procedure and examination process, dates and times.¶  
<#>¶  
<#>Closing date.¶

Formatted: Indent: Left: 0.58", No bullets or numbering

Commented [PB2]: See Section 4 E

Deleted: ~~The effective operation of the District requires periodic changes in work assignments to match functional needs with capabilities of District personnel. An employee may be reassigned from one position to a different position within the District. Employees who are reassigned to a position with a higher pay scale shall be moved to the bottom of the new range or receive a 6% increase, whichever is greater.¶~~  
¶  
If the District reassigns an employee to a position with a lower salary range, and the employee's current salary is higher than the maximum, the employee shall have their pay frozen at their current rate (see Section 4). If the reassignment is requested by the employee, that employee, shall suffer a loss of pay consistent with the reduction of responsibility. Employees may request reassignments, but must do so in writing through their Supervisor and the Fire Chief. Reassignments are NOT grievable under Section 14 of these Policies.¶  
¶

Adopted \_\_\_\_\_

standards which apply to their jobs;

- b. To allow employees to express ambitions, desires and set goals;
- c. To determine training needs;
- d. To transfer and reassign employees for better use of skills and abilities;
- e. To make appraisals for promotions;
- f. To discharge incompetent employees; and
- g. To identify employees to be separated for reduction-in-force.

Deleted: Upon separation from employment, the employee shall be required to return to the Supervisor any property belonging to the District. If any District property in the employee's possession has been lost or damaged, the cost of replacing such property may be deducted from the employee's final paycheck. In such event, the amount shall not reduce the employee's earnings for the final pay period below the current minimum wage. Employees shall be responsible for making arrangements with the Human Resource Officer and/or the Fire Chief for repayment of any amounts that remain due.¶

¶  
On the employee's last day of work, the supervisor shall collect all of the equipment/property/uniforms that have been issued to the employee. In order to accomplish this, the supervisor should review the Equipment Inventory listing to verify what the employee has been issued. Any items not returned shall be documented and submitted to the Human Resource Officer.

Formatted: Indent: Left: 0.5", No bullets or numbering, Tab stops: Not at 0.5"

## SECTION 8 - COMPENSATION

### A. Equability

Compensation for District employees shall be equitable and competitive with the market place. The assignment of employees to positions and pay rates shall be consistent with the formal classification plan.

### B. General Wage/Salary Adjustments:

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries. The Fire Chief shall consider annually, during the budgeting process, the amount of cost of living money available. All cost of living increases and salary adjustments are subject to the sole discretion (and the availability of budgeted funds) of the Fire Chief. ~~Where general, across the board raises are awarded, the raise will be effective on a date determined and approved by the Fire Chief.~~

Deleted: This shall be communicated to Supervisors as a percentage of the salary budget for the ensuing year.

1. Cost Of Living vs. Market: Adjustments to the salary schedule shall be determined through analysis of market trends in comparison to cost of living. This shall be done once per year and the District will utilize market survey results and cost of living index data. All employees, regardless of employment status (for exception, see paragraph L. below- Salary Adjustments & Red Line Rates), shall receive the benefits of such general adjustments to the pay plan.
2. In determining the total compensation value of the position, benefits must be considered. Base salary plus cost of benefits equals' total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

### C. Initial Appointment

All initial appointments to classes assigned to the wage scale in the compensation plan should be at the first step unless:

1. An employee cannot be recruited for the position at the beginning rate, or,
2. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same step.

### D. Hourly Rates

Temporary, part-time and seasonal employees shall be paid at an hourly rate no higher than that which is established for the position through job classification.

### E. New Hire Increases

New employees at the completion of their orientation period, shall be assigned a merit review date which coincides with the established performance review policies of the District. New employees who successfully complete their orientation period and receive the orientation period increase shall not be eligible for any other merit increase until they have reached their one (1) year anniversary date of employment. All other merit increases shall be conducted and evaluated as provided in this chapter.

**F. Overtime**

1. Administrative Employees covered under the overtime pay provisions of the Fair Labor Standards Act, will be credited with overtime for all hours worked over forty (40) in a 7 day work period. Two 7 day work periods shall comprise a pay period (bi-weekly).
2. Suppression Employees covered under the overtime pay provisions of the Fair Labor Standards Act<sup>1</sup>, will be credited with overtime for all compensable hours worked over two hundred twelve (212) in a 28-day work period. The overtime cycle will begin at 07:00 on the first day and end at 07:00 (the end of the shift) on the 28<sup>th</sup> day. Compensable hours will be defined as mandatory hours and hours worked.
3. Time taken as vacation leave, sick leave, funeral leave, trade time worked, compensatory time off, holiday leave, etc., shall not be counted as hours worked for the purpose of calculating overtime.
4. It is the District's policy to discourage the accumulation of overtime. Any time worked over two hundred twelve (212) in a 28-day work period by a Suppression Employee, or 40 hours per week for Administrative and EMS Employees, which the Supervisor has approved of, is aware, or "suffered" to be worked, shall qualify as overtime. The following rules apply to the accumulation and compensation of overtime.
5. Positions defined as FLSA exempt as outlined in Section 6, paragraph G, are not eligible for overtime.
6. For all non-exempt, FLSA covered Administrative and Full-Time EMT Employees, overtime shall be paid and/or all comp-time accrued at the rate of time and one half (1 ½ ) the regular rate of pay for all hours worked in excess of the forty (40) hour work week. **It shall be the regular practice of the District to pay overtime in the pay period in which it is earned.** However, if authorized by the Fire Chief, an Administrative Employee may be allowed to accumulate up to a maximum of twenty four (24) hours compensatory time.

Deleted: compensation

Deleted: Supervisory personnel should organize their department workload to avoid the need for overtime. Overtime will be permitted where circumstances allow no other alternative and should be kept to a minimum. Overtime work must have the prior approval of the Fire Chief or Supervisor, who shall keep complete records concerning overtime and any compensation thereof.

---

<sup>1</sup> 29 U.S.C. §207(k)

7. For all non-exempt, FLSA covered Suppression Employees, overtime shall be paid and/or all comp-time accrued at their regular rate plus half (½) time. **It shall be the regular practice of the District to pay overtime in the first pay period after the close of the 28 consecutive day work period.**
8. Overtime and comp time must be requested, during the District's budget session. The District shall then be allowed to utilize overtime and comp time up to the amount approved by the Governing Body in the budgeting process. Records of overtime hours worked shall be maintained by the District for all employees and shall be retained as required by law.
9. When call-out occurs the District shall pay the employee a minimum of one (1) hour when called out to work other than their regular work schedule. (see Section 11.E)
10. All time spent in training, in conferences, at workshops, meetings, etc., when such attendance is required by the District shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.
11. An employee who has accrued comp time shall, upon termination of employment, be paid for all unused comp time.

Deleted: F

Deleted: <#>"Compensatory time" and "Compensatory time off" are defined as hours when an employee is not working and which are paid at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.¶  
<#>¶  
<#>13. Vacation, sick leave, comp time, holiday leave, trade time and funeral leave shall not be used to obtain overtime. Overtime shall only be paid for actual compensable hours worked.

12. The District has established the following as non-compensable hours:

- a. Standby events.
- b. Outside training offered but not required.
- c. Voluntarily traded time WORKED for suppression personnel, and voluntarily swapped time OFF for full-time EMS personnel.

Deleted: ¶

**G. Compensable Hours**

- ¶
1. For Suppression Employees, the District has established the following as compensable hours:¶
  - a. Shift hours – 16 hours minimum.¶
  - b. Response time.¶
  - c. Required training.¶
  - d. Required staff meetings.¶
  - e. Required support services.¶
- ¶
2. The designated 8-hour sleep time shall be between 22:30 and 06:30. If the 8-hour sleep period is interrupted by a call to duty to such an extent that the employee would be unable to get at least 5 hours of uninterrupted sleep, the entire time will be counted as compensable time.¶
- ¶
3. In addition to the provisions set forth in paragraph F.13. above, for Suppression Employees, t

Deleted: (non-mandatory)

Deleted: a. Up to 8 hours of uninterrupted sleep time.

Deleted: worked

Deleted: Non-required support.

Deleted: H.

Deleted: Any obligations not cleared shall be deducted from their final pay check.

Deleted: The employee shall receive a final check for all vacation and comp time earned, and in lieu of payment or use, eligible employees' sick time will be paid at 50% to the employee's 501(c)(9) post-employment health plan.¶

**G. Separation Pay**

When employees separate their employment, they shall be required to return all District property to their supervisor and to clear all financial obligations prior to receiving their final pay check. If any District property in the employee's possession has been lost or damaged, the cost of replacing such property, in addition to any obligations not cleared, shall be deducted from the employee's final pay check. In such event, the amount shall not reduce the employee's earnings for the final pay period below the current minimum wage. Employees shall be responsible for making arrangements with the Human Resource Officer and/or the Fire Chief for repayment of any amounts that remain due.

The Human Resource Officer shall determine the amount of separation pay to which the employee is entitled. In the event of the death of an employee, final payment shall be made to the employee's beneficiary.

H. **Pay advancement**

The District will not make pay advances to employees.

I. **Severance Pay**

When a full-time employee is separated from District employment due to a reduction in force through no fault of the employee, and when such a separation requires immediate action thereby not permitting a two week notice, the employee shall be paid two weeks' severance pay in lieu of the two weeks' notice. Employees terminated for cause shall not be eligible for severance pay.

J. **Payroll Deductions/Withholdings**

Payroll deductions other than FICA, State and Federal Income Tax Withholdings and Garnishments, can only be made with the approval of the Fire Chief or designee and Human Resource Officer on a program by program basis.

K. **Salary Adjustment & Red Line Rates**

When the rate of pay of an employee is lower than the minimum prescribed for their classification in the compensation plan, the wage shall be increased to that minimum. In the case of a pay range adjustment, when an employee's pay rate falls above the established pay range, that employee's pay shall be frozen for a period not to exceed two (2) years. During the freeze period the employee shall not be entitled to any general pay increases or cost of living increases until such adjustments bring the individual pay back into the range. If after two (2) years, the pay still falls above the established pay range or maximum step and grade of the new range, the pay of the individual shall be **reduced** to the maximum of the pay range of the job classification to which they are assigned.

Deleted: W

Deleted: (step and grade),

L. **Out Of Classification Assignments**

Employees required to perform in higher level positions due to illness, vacation schedules or under-staffing of their offices may, at the discretion of the Fire Chief, and upon recommendation of the Supervisor, receive a temporary increase in compensation which is consistent with the level of the temporary assignment.

a. For Administrative Employees, the increased compensation, if any, shall be determined by the Fire Chief.

b. Qualified suppression employees required to act-in higher level positions for a minimum of 24-hours shall be compensated in the following manner:

Deleted: S

I. Captains acting-in as Battalion Chiefs shall receive \$50 per 24-hour shift.

II. Firefighters acting-in as Captains shall receive \$30 per 24-hour shift.

III. Other Firefighters acting-in as Engineers must have PCFD Engineer 1 certification or five years of full-time employment with PCFD; Rescue Technicians with all required certifications; or Paramedics shall receive \$20 per 24-hour shift.

Deleted: positions that they are not normally assigned such as Rescue Technicians,

Deleted:

Deleted: ,

**M. Pay Progression**

Progression through the various pay grades within the salary and wage scale shall be based upon the recommendation of the Supervisor and Human Resource Officer, with the approval of the Fire Chief. In making recommendations for pay progression, the Supervisor and Fire Chief shall adhere to District policies and procedures, performance, level of competence and job knowledge. Such pay progression shall be accomplished within the current budget as approved by the Governing Body.

Salary increases shall be limited to cost of living, merit, market adjustments, steps and progression from one District position to another. Salary increases are not a vested right of any employee.

Upon achieving the maximum of the pay range, the employee shall still be eligible for Cost of Living increases, market adjustments to the pay plan and consideration for performance incentives.

**N. Performance/Incentive Awards & Bonuses**

In order to promote exceptional or outstanding services and recognize those occasions where services are rendered, emergencies responded to, or proficiencies demonstrated which are beyond the normal expectation of the job; it is the position of the District to reward such individual or group contributions. These awards shall be a one-time recognition, in that they are not added to the regular pay of the recipient.

No performance/incentive award or bonus shall be given for job expectations, i.e., coming to work on time, not using sick leave, keeping a clean environment or returning telephone calls.

**O. Pay Day**

District employees will be paid bi-weekly on Fridays. Pay stubs shall be delivered electronically. If a pay day falls on a bank holiday, employees will be paid on the previous workday.

Deleted: ¶  
1. **Instant Bonus Program:** A District employee, supervisor, manager, or member of the general public may nominate a District employee for a bonus of \$50 for actions which bring favorable attention or recognition to the District.¶  
¶  
The nomination shall be written in memo or bonus nomination form. Nominations must involve a detailed description of the project or act and the nominated employee's involvement in the act. If money is awarded to the District employee, the award shall run through the payroll process.¶  
¶  
The nomination shall be forwarded to the employee's supervisor for approval. If the employee's supervisor does not approve the nomination, the nominating individual may appeal the decision to the Fire Chief.¶  
¶  
The Fire Chief's decision shall stand.¶  
¶  
The bonus money/gift certificate will be given to the nominating individual so they can present the award to the recognized employee.¶  
¶  
In lieu of money, the nominating employee may choose to award the employee a \$50 gift certificate.¶

Deleted: <#>2. . Award Restrictions:¶  
<#>The most recent performance evaluation must be at least above the District average in order for the employee to be considered for a nomination.¶  
<#>¶  
<#>More than one incentive award of different sizes may be given to the same employee, providing that the performance qualifies.¶  
<#>¶  
<#>No more than one incentive award may be given for the same or substantially similar act. However, case by case consideration shall be given.¶  
<#>¶  
<#>Awards may be shared by a team of employees, provided all of the employees contribute to the project or act.¶  
<#>¶  
<#>Employees shall not be considered for an incentive award for performance which is routinely expected for any duty or responsibility.¶  
<#>¶  
<#>P.

Formatted: Font: (Default) +Body (Calibri), 12 pt, No underline

## SECTION 9 - FRINGE BENEFITS

### A. **EMPLOYEE CATEGORIES**

As used in this Section:

1. Administrative Division employees working 40 hours per week (2080 hours annually) are defined as Full-Time Administrative Employees.
2. EMS Division employees working an average of 42 hours per week (2184 hours annually) are defined as Full-Time EMS Employees.
3. Suppression Division employees working an equivalent of 56 hours per week ( 2920 hours annually) are defined as Full-Time Suppression Employees.
4. **Qualifying** Part-time Employees are defined as employees working the equivalent of 30 hours per week (1560 hours annually) or more.

### B. **Group Health Insurance**

The District may pay a premium for health, dental, life insurance, accidental death and dismemberment, and disability insurance up to a maximum amount designated by the Fire Chief for Full-Time Employees and their dependents.

The District may pay a premium for health insurance for Qualifying Part-Time Employees.

Part time, temporary and seasonal employees, contractors and volunteers are not eligible for any benefits, except those as required by law.

Dental insurance is available for all full-time employees. There shall be no compensation in lieu of coverage if an employee does not elect dental coverage.

Moved (insertion) [1]

### C. **Continuation of Benefits**

The District recognizes and follows COBRA regulations for insurance coverage after employment by the District for all employees. Employees separating from District employment who are participating in health care prior to the qualifying event will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for cause). The District assesses a minimum of 2% of the premium as an administrative fee. (see Utah Code §31A-22-714, or Consolidated Omnibus Budget Reconciliation Act, 1985 (COBRA)). Employees and/or dependents shall be notified within thirty (30) days from date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits or benefits will be canceled.

Deleted: up to

1. Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:

- a. Upon legal separation or divorce from the covered employee;
  - b. The death of the covered employee;
  - c. When dependents cease to be dependent under the definition of the policy;
  - d. When Medicare eligible employees cease participation in employer sponsored plans;
2. Insurance cannot be continued beyond any of the following:
- a. The date the premium is not paid;
  - b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits;
  - c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan; and
  - d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

**D. General Group Insurance Programs**

Disability coverage beginning on 31<sup>st</sup> day for accidents and illness is also provided for full-time employees. Family & Medical Leave shall run concurrently during disability but shall begin the first day the employee is not able to work. In the event of disability, health, dental and life insurance premium payments will be paid by the District for a period of ~~six (6)~~ months from date of inception of the disability. An employee returning to work after disability leave shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities. An employee who cannot return to their regular work responsibilities or perform the essential functions of the job after the ~~six~~-month period following the inception of the disability shall be separated from employment with the District.

Deleted: without pay

Deleted: long-term

Deleted: nine (9)

Deleted: nine

Moved up [1]: <#>Dental insurance available for all full-time employees. There shall be no compensation in lieu of coverage.¶

**E. Social Security**

Employees are required by law to have a valid Social Security number and to contribute to the Social Security system, unless otherwise covered through a qualified public retirement system. The District is covered by the Utah Retirement Systems and has opted out of Social Security, only the Medicare portion of the FICA deduction is withheld from the employees and matched by the District.

F. **Leave Status**

Vacation, sick, comp time, holidays, trade time worked, or funeral leave shall not be used to create overtime. The purpose of leave is to supplement the employee's full time workweek.

G. **Vacation**

1. The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid vacations to full-time employees.

2. All full-time employees are eligible to accrue vacation. To establish vacation accrual rates, years of service with the District using the employee's full-time hire date or adjusted accrual date, in the case where employees had leave without pay or are a reinstated employee, shall be used.

Deleted: for  
Deleted: as accrued  
Deleted: Years of District service, for establishing vacation accrual rates, shall be

3. The per-pay-period (26 Pay Periods Per year) accumulation of vacation shall be based upon the following schedule:

Deleted: A  
Deleted:

**Full-time Suppression Employees**

Formatted: Underline

**Years of Service**

Deleted: **Employees shall accrue vacation leave according to the following schedule.**

Hire date through the end of the 1 <sup>st</sup> year	8.30 Hours
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	10.15 Hours
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	12.00 Hours
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	13.85 Hours
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	16.62 Hours
Beginning of the 21 <sup>st</sup> year and over	17.54 Hours

Deleted: **Per-Pay-Period Accrual**

**Full-time non-exempt Administrative Employees**

Deleted: **shall accrue vacation leave according to the following schedule:**

Hire date through the end of the 1 <sup>st</sup> year	2.08 Hours
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	3.46 Hours
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	5.08 Hours
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	6.46 Hours
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	8.08 Hours
Beginning of the 21 <sup>st</sup> year and over	8.77 Hours

**Full-time EMS Employees**

Deleted: **shall accrue vacation leave according to the following schedule:**

Hire date through the end of the 1 <sup>st</sup> year	6.08 Hours
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	7.46 Hours
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	9.08 Hours
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	10.46 Hours
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	12.08 Hours
Beginning of the 21 <sup>st</sup> year and over	12.77 Hours

**Full-time FLSA-Exempt Administrative**

Deleted: ¶

Hire date through the end of the 1 <sup>st</sup> year	3.62 Hours
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	4.99 Hours

Deleted: **Employees shall accrue vacation leave according to the following schedule:**

Adopted 05/12/2021

Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	6.55 Hours
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	7.99 Hours
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	9.61 Hours
Beginning of the 21 <sup>st</sup> year and over	10.30 Hours

4. Vacation leave shall not be accrued during a period of time when an employee is receiving long-term disability pay or is on extended leave without pay and has exhausted all FMLA entitlement.

Deleted: may

Deleted: on

5. Vacation leave shall not accrue during a period where a leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the Family & Medical Leave Act (FMLA).

6. Former employees who are re-hired with reinstatement rights following military service shall be entitled to assume the same eligibility for vacation as enjoyed as outlined in Section 7, Paragraph H.

7. Employees may accrue and/or carry unused vacation leave over to the next year at a maximum of 456 hours for Suppression Employees, 260 hours for Administrative Employees, and 332 hours for Full-Time EMS Employees. At the end of the calendar year, any accrued vacation leave in excess of the maximum hours shall be converted to sick leave at 100%. Once an employee accrues the maximum accruable hours, vacation accruals will stop until the employee reduces the number of accrued hours.

Deleted: to

Deleted: and

Deleted: and

Deleted: of accrued vacation leave.

8. Utilization: Any accrued compensatory time must be used before using accrued vacation leave. Vacation leave shall be scheduled through the scheduling program. The Fire Chief may set the rules of vacation use so that District operations are not disrupted.

Deleted: compensation

Deleted: TeleStaff

9. An authorized holiday which falls within the time period of an administrative employee's scheduled vacation shall not be charged as used vacation.

10. The District will not advance vacation days.

11. Vacations are to be taken as time off and there will be no pay in lieu of time off.

Deleted: For administrative employees, v

12. Scheduled vacation leave and traded time off may not exceed 30 consecutive calendar days unless approved by the Fire Chief, or when taken in conjunction with FMLA.

Deleted: ¶  
Suppression employees may request a total of 144 vacation hours, in 24-hour increments, and EMS employees may request a total of 72 vacation hours in 12-hour increments per calendar year for pay in-lieu of time off. ¶

Deleted: paid

13. Suppression personnel must use vacation in full shift (24 hour) increments.

Deleted: time may be taken consecutively up to a maximum of 30 calendar days with the approval of the Fire Chief

Deleted: unless

14. Resignation: Upon resignation or retirement, an employee will be paid the

Deleted: hift-s

cash value of 100% of the earned vacation leave (carried over and earned). Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.

15. Record Keeping: The official record of accrued and used vacation is to be kept by the District through a formal leave accounting system. Any discrepancies shall be reconciled directly through the Human Resource Officer. If discrepancies are not reported within thirty (30) days, all information shall be deemed correct.

#### H. **Sick Leave**

Sick leave is allowed for full-time employees as a benefit and may be used for the employee's own injury or illness. Sick leave taken in excess of two (2) calendar days may require a statement from an attending physician. The Fire Chief and/or Supervisors must use discretion in approving sick leave, while insisting that seriously ill employees stay off the job. **Accrued sick leave is a District-owned benefit afforded to those District employees who become ill or injured and cannot perform their normal duties.**

Deleted: District

Formatted: Font: Bold

1. Sick leave shall be earned at the rate of 3.08 hours per pay period of full time employment for Administrative and Full-Time EMS Employees and the rate of 4.6 hours per pay period for Suppression Employees, and may be used as earned. Sick leave shall not be granted beyond that earned by any employee.
2. Full-time employees may carry unused sick leave over to the next year at a maximum of 680 hours of sick leave for Administrative and Full-Time EMS Employees and 960 hours for Suppression Employees pursuant to paragraph H.1. above.
3. Sick leave shall not accrue during a period where a leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the Family & Medical Leave Act (FMLA).
4. Sick leave may not be accrued during a period of time when an employee is on long-term disability insurance or is on extended leave-without pay and has exhausted all FMLA entitlement.
5. Sick Leave Cash Benefit :
  - a. Upon an eligible employee's termination of employment, the employee will receive a cash benefit equal to 50% of the cash value of the employee's accumulated, unused sick leave in accordance with paragraphs b. and c. below.
  - b. If an individual's employment terminates before the employee meets ten years of full-time employment with the District, all

Deleted: may accrue up to

Deleted: retiring

Deleted: between January 1 and June 30, PCFD will pay a contribution in the amount of 50% of the cash value of the eligible employee's accumulated, unused sick leave, to the employee's Nationwide Post Employment Health Plan account in accordance with the provisions and requirements of that Plan in lieu of a cash benefit.¶  
Upon an eligible employee retiring between July 1 and December 31,

Deleted: eligible

accrued sick leave will be forfeited.

- c. If the employee qualifies for retirement through the Utah Retirement Systems and has less than ten years of full-time employment, the employee is eligible for sick leave cash benefit as defined in sections a. above.

Deleted: and b.

- 6. District designated holidays occurring while an administrative employee is on sick leave shall not be charged as used sick leave.
- 7. Notification to the employee's Supervisor for the use of sick leave shall be made no later than one (1) hour prior to employee's regular reporting time.
- 8. Supervisors are charged with the responsibility to approve or disapprove sick leave requests, and may require the employee to provide evidence of illness or injury.
- 9. The official record of accrued and used sick leave is to be kept by the District through a formal leave accounting system. Any discrepancies shall be reconciled directly through the Human Resource Officer. If discrepancies are not reported within thirty (30) days, all information shall be deemed correct.
- 10. Workers Compensation: In the event an employee is injured on the job, they must immediately report the injury to the Human Resource Officer, and submit to any necessary drug testing (see Section 12) and apply for workers compensation. The employee may additionally utilize compensated sick leave in accordance with the following formula: "Gross monthly compensation minus industrial compensation equals total compensation subject to sick leave utilization. The number of hours to be charged shall be determined by dividing the total amount subject to use by the appropriate hourly compensation rate." This shall not be construed as allowing a gross income, inclusive of industrial compensation, in excess of the employee's regular monthly salary or earnings.

Deleted: (currently TeleStaff).

- 11. Short-term disability insurance benefits are provided for more serious illness or accidents. While insurance policies pay 60% of the normal wage, sick leave time then vacation time will be used on a pro-rata basis to maintain normal income. During the duration of an employee supplementing their disability benefit, sick leave and vacation accruals will continue. If no sick leave or vacation time is available, normal insurance proceeds only are payable and sick leave and vacation will not accrue when FMLA benefits have been exhausted.

Deleted: I

Deleted: or longer-term

Deleted: and

Deleted: may

Deleted: The employee may supplement the disability benefit first with accrued sick leave and vacation to receive 40% of their normal wage.

I. **Dependent Care Leave**

An eligible employee may request up to 24 hours per year of Dependent Care Leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA qualifying event).

1. PCFD may require an eligible employee to provide information about the need for Dependent Care Leave.
2. An eligible employee's sick leave accrual shall be reduced by the number of hours taken by an employee as Dependent Care Leave under this paragraph.

**J. Funeral Leave**

Full-time employees may use funeral leave in accordance with the following. An employee's Vacation leave accrual shall be reduced by the number of hours taken.

1. Funeral leave with pay, not to exceed one (1) week, may be allowed in the loss of the following:
  - a. Spouses, Adult Designee (as noted for health insurance) Son, Daughter, Mother, Father, Grandson, Granddaughter, Stepmother, Stepfather, Stepson, Stepdaughter, Son-in-law, and Daughter-in-law.
2. Funeral leave with pay, not to exceed one shift, may be allowed in the loss of the following:
  - a. Grandparents, Sister, Brother, Father-in-law, Mother-in-law, Sister-in-law, and Brother-in-law.
3. Employees desiring extended funeral leave may request to use additional vacation leave, comp time, sick leave, or leave without pay. Leave without pay may be used only if the employee has no accrued leave.
4. If a funeral is attended or death occurs while an employee is on leave of absence, there will be no time off with pay forthcoming.

Deleted: vacation

Deleted: comp time or vacation. Funerals which occur during use of vacation shall be treated as described in this paragraph and not be charged to vacation.

**K. Holiday Leave**

1. The following days have been designated by the District to be paid holidays for Administrative Employees<sup>1</sup>:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday of May
<u>Juneteenth</u>	<u>June 19<sup>th</sup></u>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>

Formatted: Superscript

Deleted: Pioneer Day July 24<sup>th</sup> ¶

<sup>1</sup> Suppression and Full-time EMS Employees accrue vacation time at higher rates to compensate for lack of any designated paid holidays (see paragraph G above.)

Thanksgiving Day  
Christmas Day

4<sup>th</sup> Thursday of November  
December 25<sup>th</sup>

2. When any of the above holidays fall on a non-working day, the closest workday shall be observed as the holiday. The exception is New Year's Day. The holiday will be taken on the first working day of the new year.
3. Should a holiday occur while an employee is on vacation, the employee will not be charged with vacation the day of the holiday.
4. Holiday Pay: Administrative Employees who are required to work on a designated holiday will receive compensation at the regular rate for the holiday plus compensation at the regular rate for all hours actually worked on the holiday.

Deleted: Sunday, the following Monday

Deleted: When any of the above holidays fall on a Saturday, the preceding work day shall be observed as the holiday.

**L. Court or Jury Leave**

Each full time employee entitled to paid leave under these rules shall, during regularly scheduled work time only, be entitled to leave of absence with full pay for such period of required absence when, in obedience to a subpoena or direction by proper authority, the employee is to appear as a witness in a case involving the federal government, the State of Utah, or a political subdivision thereof, to serve on a jury or as a witness in a grievance/hearing. Witness or juror fees paid to employees on leave with pay status shall be returned to the District for deposit in the general fund. Per diem and witness or juror fees may be retained by an employee who elects to use vacation leave while on jury duty or acting as a witness. Absence due to litigation not required by the employee's position, but as an individual, shall be taken as vacation leave, comp time, or leave without pay.

**M. Maternity Leave**

1. An employee who becomes pregnant may continue working until such time as they can no longer satisfactorily perform their duties or their physical condition is such that their attending physician deems continued employment to be hazardous to the employee's health or the health of the unborn child.
2. Paid sick leave or Family & Medical Leave without pay, which is available to cover the time for physical examinations and periods of incapacitation, will be available to the pregnant employee for the same purpose.
3. Leave granted for maternity purposes shall be allowed. Such leave may also be eligible for short-term disability compensation according to District insurance program guidelines.
4. Employees who have exhausted all accumulated sick leave but have not exhausted their FMLA leave, shall be granted Family & Medical Leave without pay for maternity and other allowed purposes. Family & Medical Leave without-pay shall run concurrently with the use of sick time and shall

begin the first day the employee is not able to work. Employees desiring extended leave due to "pregnancy disability" shall receive it on the same basis as any other disability.

**N. Military Leave**

Leave shall be granted for a period of active military service. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by the District. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than 120 hours.

1. Short-term Military Leave is authorized for full-time employees pursuant to the following conditions:
  - a. Administrative and EMS Employees are entitled to one hundred and twenty (120) hours and Suppression Employees are entitled to one-hundred and sixty-eight (168) hours of military leave per year without loss of regular pay or other fringe benefits. The employee may take military leave when activated. After the employee has exhausted their hours of military leave they may take unpaid leave or substitute vacation or trades.
  - b. Whenever possible, employees who are members of reserve units of the military shall notify the Fire Chief and Human Resource Officer within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.
  - c. Employees requesting short term military leave may go on leave without pay status prior to using accrued vacation and comp-time.
  - d. While on short term military leave without pay, none of the employee's benefits shall accrue, except that health, dental and life insurance benefits will remain in force.
  - e. If the employee does not return to District employment after six (6) months, the Fire Chief may declare the position vacant.
2. Extended Military Leave Without Pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to District employment without loss of benefits pursuant to the provisions of the Utah Code §39-3-1. The following conditions shall apply:
  - a. USERRA provides that an individual may serve up to 5 years in the uniformed services, in a single period of service or in cumulative

periods totaling 5 years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).

- b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.
- c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the Fire Chief.
- d. If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the American's With Disabilities Act, reasonable accommodation shall be provided unless to do so would prove to be an undue hardship.

**O. Administrative Leave**

In cases of training, special educational pursuits, hardships, or other cases not provided for in these policies, the Fire Chief, may grant short-term leaves at full pay, partial pay, or without pay. The approval or denial of such requests is at the discretion of the Fire Chief and is not subject to appeal.

**P. Family & Medical Leave Without Pay**

The District will comply with all applicable requirements of the Family & Medical Leave Act of 1993 (FMLA).

- 1. Eligibility: All employees who have worked for the District for at least 12 months (which need not be a consecutive 12 month period) and have worked for the District at least 1250 hours in the previous consecutive 12 month period qualify for family & medical leave without pay.
- 2. Eligible employees may receive up to 12 weeks of unpaid, job protected, leave in any 12-month period for the following reasons:
  - a. To care for a child upon birth or upon placement for adoption or foster care;
  - b. To care for a parent, spouse, or child with a serious health condition, or,
  - c. When an employee is unable to work because of a serious health condition. A serious health condition is defined as "any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider" (i.e. doctors, podiatrists, dentists, clinical psychologists,

optometrists, chiropractors, nurse practitioners, nurse midwives, and Christian Scientist practitioners). In addition, a single event or occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy, qualifies. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

- d. When a family member is called on active military duty or called to active military duty
3. Eligible employees may receive up to 26 weeks of unpaid, job protected, leave in any 12-month period to care for a family member who sustained an injury or illness in the line of active military duty.
  4. Notice & Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave and the expected duration of the leave. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition within 15 days after the request or as soon thereafter as is seasonably possible. The District may also require a second or third opinion (at the District's expense), periodic recertification of the serious health condition (as frequently as every 30 days), and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within established time frame.
  5. District Communication Requirements: Upon receiving notice of an employee need for FMLA leave the District must provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:
    - a. A statement that the leave will be counted against the employee's annual FMLA leave entitlement;
    - b. Requirements for the employee to furnish medical certification of a

serious health condition and the consequences for failing to do so;

- c. The requirement for the employee to use accrued paid leave,
  - d. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so;
  - e. Any requirement of the employee to present a fitness for duty certificate in order to return to work;
  - f. The employee reinstatement rights to the same or equivalent job;
  - g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied, and
  - h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.
6. Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore Supervisors shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. Medically necessary FMLA leave may be taken in half-hour, hourly, daily or weekly blocks of time, but may not be taken intermittently for any other non-medical purpose.
7. Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26 week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.
8. Accrued Benefit Impact: Employees use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued paid vacation, compensatory time, and sick leave during a FMLA leave for the employee's own serious health condition or for a seriously ill family member. In addition, the employee must first use any accrued paid vacation or compensatory time, but not sick leave, during FMLA leave to care for a newborn or newly placed child, and no more than 2 paid sick

Deleted: 5

days for suppression personnel and 4 paid sick days for administrative and EMS personnel may be included in FMLA leave taken to care for a seriously ill family member (see sick leave policy). In calculating the number of leave days used as part of the 12/26 week FMLA limit, all paid leave shall be included.

9. Defining 12 month period: The District shall use a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
10. Return to Work
  - a. Upon returning to work, an employee whose FMLA leave was due to the employee's own serious health condition shall provide a release to return to work from his health care provider. In addition, an employee who has been absent due to illness or injury may also be required to undergo a Return to Work / Fitness for Duty Evaluation through a District-appointed physician. In such event, the district shall cover the cost of such examination.
  - b. If the employee has not exhausted their FMLA or other leave, the employee shall be restored to the same position held before the FMLA leave or to an equivalent position with equivalent pay and benefits, unless the employee has been identified as a "key employee."
11. Temporary Work Assignments: Where medical necessity dictates the need to use scheduled intermittent leave or a reduced work schedule, the District may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee's regular position. In addition, the District may transfer an employee to a part-time job with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.
12. Record Keeping Requirements: Records retention for FMLA purposes must be maintained in accord with record keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three years, which includes the following information:
  - a. Basic payroll records;
  - b. Dates that FMLA leave is taken;
  - c. Hours of FMLA leave;
  - d. Copies of employee notification given to employer;

- e. Copies of employer notices regarding employee rights and obligations;
- f. Copies of District policies and procedures describing benefits and leave provisions;
- g. Premium payments of employee benefits;
- h. Documents pertaining to disputes regarding designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.

**Q. Retirement**

The District is a participant in the Public Employee and Fire Fighters' retirement programs of the Utah Retirement Systems (URS) and does not contribute to Social Security. In lieu of Social Security payments, part-time employees are enrolled in a qualified 457 retirement program through the District. The district will contribute a percentage of the employee's gross wages based on the current social Security rate; part-time employees will contribute a minimum of 5% of their gross wages to their 457 account. Full-time, post retired, employees will receive a contribution to a 401(k) retirement plan in lieu of Social Security at the current Social Security as per IRS regulations.

Qualifying suppression personnel participate in the URS Tier I or Tier II, Division "B", Firefighters Retirement System. Qualifying Administrative and EMS personnel participate in the Tier I or Tier II Public Employees Noncontributory Retirement System.

The District endorses the concept that performance, not age should be the standard for retaining qualified employees. There shall be no set retirement age from District employment. Contributions into the retirement system shall be made for all employees working full time.

1. Employees, at their discretion, may choose to retire any time after they are eligible under provisions of the Retirement Act.
2. Employees over retirement age, as defined by the Social Security Administration, can be retained or hired as long as they are physically and mentally able to satisfactorily discharge the duties of the position.
3. The retirement system provides a number of benefits to the employee, including retirement benefits, death benefits, and survivor's allowances. Contributions are made by the employer as allowed by the retirement system.
4. All employees who have previously participated with URS prior to July 1, 2011 shall be enrolled in the Tier I retirement.

5. Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier II retirement unless previously enrolled within a URS retirement system.
6. Employees working less than full time but at least 20 hours per week and receiving any other non-mandated benefit from the District will also be enrolled in the District Retirement program.
7. Retirement credit will continue to accrue while an employee is receiving short-term disability.
8. Retirement credit will not accrue while an employee is receiving long-term disability or when an employee is on unpaid leave and has exhausted all FMLA entitlement.

**R. HOUSING ALLOWANCE**

1. Full-time personnel who reside within the jurisdictional boundaries of the PCFD shall receive a monthly housing allowance.
2. The housing allowance shall be considered a taxable benefit.
3. In order for an employee to qualify for the housing allowance, employee must provide proof of primary residency within the District boundaries. This proof may consist of a Summit County tax notice, mortgage statement or voter registration card. A local mailing address must be provided for proof and use for all District correspondence.
4. In the event the employee moves outside of the District, Human Resources shall be notified immediately of the address change.
5. The status of employees' residency within the District may be reviewed by the District at any time. If it is determined that the employee has lived outside the District boundaries while receiving the housing allowance, the employee shall be required to reimburse the District and may be subject to disciplinary action.

Deleted: as determined by the Board. ¶

Deleted: an

Deleted: employee

Deleted: ; accordingly the amount of the benefit shall be considered as income and reported to the Internal Revenue as such.

Deleted: .

**S. Unemployment Insurance**

The District participates in the State Unemployment Insurance Program; and each person that terminates will be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the District.

**T. Education Assistance**

When determined by the Fire Chief that additional training or education is required for the proper performance of a job, the District shall allow rescheduling of work

time together with compensation for time spent in training plus associated expenses.

If a full-time employee desires to enhance their own job skills through training or academic pursuits which are viewed by the Fire Chief as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expenses.

Tuition expenses must be budgeted during the District's regular budget process. Generally, employees requesting tuition reimbursement must be employed, full time, by the District for a minimum of 2 years. The District may choose to participate at a rate of 100% of tuition expenses. Education expenses may be taxable by the IRS. Employees with approved educational assistance must enter into a written agreement that upon termination (voluntary or involuntary, except for reduction in force) they will refund to the District monies received for educational assistance based upon the following schedule:

Deleted: Employees

<u>Time Period Between Date Of Termination &amp; Conclusion of Educational Course(s)</u>	<u>Portion Of Expenses Refunded To District</u>
Less than Two Years	<del>100%</del>
Two Years, But Less than Three Years	<del>75%</del>
Three Years, But Less than Four Years	<del>50%</del>
Greater than Four Years	0%

Deleted: Less than one Year . . . 100%¶  
One Year, But

Deleted: 75

Deleted: 50

Deleted: 25

Employees who participate in this benefit shall maintain a 3.0 grade or better (on a 4.0 scale) in all classes at the end of each term or semester.

**U. Benefit Limitation**

The benefits described in this section constitute the total and complete benefit package offered and available to all District employees who qualify for participation according to eligibility requirements established by this policy manual.

## SECTION 10 - REIMBURSEMENT FOR EXPENSE

### A. Travel

Travel expenses associated with authorized trips on District business, for attendance at conventions, conferences, field trips, seminars, educational courses or meetings etc., will be paid by the District. It is the District's policy that the most cost effective travel and training shall be pursued to accomplish the training goals of the District. Actual costs for materials required for the seminar, training courses, etc., will be paid for or reimbursed by the District.

If the employee expends personal funds required for travel, for reasonable expenses, the employee will provide receipts/ledger of expenses to the District upon completion of the trip, but not later than one week after return to normal duties. For specific policies regarding meal reimbursement please see paragraph 6 of this section.

An employee may be accompanied by a spouse or family member on approved District business trips with the understanding that the District will not pay any of the costs incurred by the spouse or be responsible for any liability associated therewith.

The Fire Chief shall have approval authority for all travel when travel coincides with the employee's professional associations and/or training and has been pre-approved by the Governing Body in the budgeting process. All travel and mileage vouchers shall be signed by the Fire Chief.

To accomplish the District's goals the following guidelines and procedures shall be followed for expenditure and reimbursement of travel associated expenses:

1. Public Transportation or Car Rental: The most economical available means of transportation shall be used, considering travel time, fares, convenience and liability. Receipts will be required in the event reimbursement is necessary.
2. Miscellaneous Transportation: Toll charges, parking fees, non-receiptable fares for taxi, buses, etc., shall be reimbursed at actual cost. Fuel, emergency repairs, towing charges, storage fees, etc., for District vehicles will be reimbursed with receipts.
3. If more than one employee from the District is traveling to the same event and/or location by automobile, carpooling in a District vehicle is strongly recommended. If personal transportation is used only one mileage reimbursement per event/location shall be allowed.
4. Lodging: Reservations shall be made through the Fire Chief's administrative

assistant when possible. Receipts will be required in the event reimbursement is necessary. If an employee travels and stays with friends or relatives rather than in a hotel/motel the employee may be reimbursed at the rate of \$40.00 per day without receipts, with prior approval of the Fire Chief.

5. Personal Transportation: Personal vehicles may be used if District vehicles are not available. For travel out-of-state, District vehicles will not be used, unless authorization is obtained from the Fire Chief. Reimbursement for personal car use shall be at the rate as published in I.R.S. Publication 463 and adjusted yearly.
  - a. When two or more employees travel in a private car, only one employee will be reimbursed for vehicle costs.
  - b. Damage to a traveler's personal vehicle occurring during the course of conducting official business is the responsibility of the individual.
  - c. Mileage will be computed using either the state mileage chart, or an online mapping program using the most direct route.
  - d. Reimbursement will not be allowed for commuting between the traveler's place of residence and the office considered the principal place of assignment or for miles traveled for purposes other than official business.
  - e. Computation of mileage should commence from the office considered the principal place of assignment to the point of destination unless the distance from the point of origin other than the principal office to the destination is less.
6. Meals: Meals are allowable on a reimbursable basis for department approved travel outside the District. Use of the per diem rates is the preferred method for meal reimbursement. Meals shall be reimbursed either at actual cost, or at the per diem schedule presented in the most recent edition of the IRS publication 463, whichever is less.
  - a. A traveler is entitled to meals when not staying overnight when:
    - 1) Breakfast - round trip travel is out of District and commences prior to 6:00 a.m.
    - 2) Lunch - when the trip meets one of the following conditions:
      - i) The traveler is on an officially approved trip of such duration as to warrant entitlement to breakfast and dinner.

- ii) The traveler leaves their "home base" before 11:00 a.m. and returns after 2:00 p.m.
- 3) Dinner - round trip travel is out of District and arrival back home is later than 7:00 p.m. If meals are provided by a hotel, motel, and/or association, no reimbursement will be made for that meal.

7. Miscellaneous Expense: Registration fees, incidental supplies, publications, etc., shall be purchased in advance through the District if possible. Receipts will be required for reimbursement of authorized expenses.

8. To be reimbursed for expenses, employee must submit completed Travel Reimbursement Form (located on CompanyWeb) to the Chief Finance Officer within one week of travel.

## SECTION 11 - WORK HOURS

### A. **Normal Work Day**

1. Administrative Employees: District administrative offices may be open to the public from 7:00 a.m. through 6:00 p.m., but shall be open to the public from 8:00 a.m. through 5:00 p.m. Monday through Thursday. The normal work day for Administrative Employees will consist of 10 hours of work, 4 days per week. A work period consists of 7 consecutive days.
2. ~~EMS Employees: EMS AM shifts begin at 7:00 a.m. through 7:00 p.m., EMS PM shifts begin at 7:00 PM through 7:00 a.m. the following day.~~
3. Suppression Employees: Suppression shifts begin at 7:00 a.m. through 7:00 a.m. the following day. A regular work schedule consists of two (2) consecutive suppression shifts followed by four (4) consecutive days off. A work period consists of 28 consecutive days.

### B. **Attendance**

An employee unable to report for duty due to injury, illness or an emergency on an assigned work day shall notify their immediate supervisor of the fact no later than one (1) hour before the beginning of work ~~or as soon as practicable.~~

### C. **Show up Pay**

An employee who during a normal work day shows up for work and is sent home before any time is earned, will receive a minimum of one (1) hour straight time pay.

### D. **On Call**

A District employee who is required to remain on call on the District's premises, within the District boundaries, or so close thereto that they cannot use the time effectively for their own purposes is working while "on call" and shall be considered hours worked. An employee who carries a pager or cell phone and is not required to remain on the District's premises but is merely required to leave word at their home, with the Supervisor or Fire Chief, where they may be reached is not working while "on call". These hours are not considered "hours worked" for purposes of FLSA.

### E. **Call Out**

Any employee who is called to work on a day off will receive a minimum of one (1) hour pay at their regular rate (*see* Section 8.F.9).

### F. **Time Keeping**

1. To assure accurate time-keeping records of all services performed for the benefit of the District for financial compensation and FLSA purposes. This policy applies to all employees of the District. This means all persons employed on a full-time, part-time, temporary, seasonal, or contract basis. It shall be the policy of the District to maintain records of hours worked and all leave requests for each employee.

Deleted: Any employee who is called to work on a day off and is then sent home before any time is earned will receive a minimum of one (1) hour straight time pay.

Deleted: ~~<#>Rest Periods ¶~~  
<#>For Administrative Employees, two ten minute rest periods are allowed to employees daily, usually one in the middle of the first four hour block of the work day and the second in the second four hour block, the last half of the work day. The ten minute rest periods are optional and generally, must be approved by the Supervisor. **No unused ten minute, rest period may be used to shorten the work day.¶**

Adopted: \_\_\_\_\_

- a. Time-keeping records, in the form of time cards, shall be maintained for all FLSA – Covered Employees (all employees not classified as FLSA Exempt). Timecards may be either a paper record, electronic, or other means, approved by the Fire Chief, for tracking employee hours worked and leave time taken.
    - i. All extra time worked including extra shifts, support, standby events, training, etc., must be pre-approved and recorded on the employee's electronic calendar, using the proper codes.
    - ii. Hours worked must reflect the actual time worked rounded to the nearest 15-minutes.
    - iii. All leave requests shall be recorded and tracked through the District's scheduling program.
  - b. FLSA Exempt employees shall record all leave requests through the District's scheduling program.
- 2.
- a. It is the responsibility of each employee to verify their own hours worked on their own electronic calendar. This must be done in a timely manner; the same day work is performed. When it is not possible for the employee to enter their own time, employees may contact a Battalion Chief or Human Resources to enter the appropriate work hours and codes. EMS division employees may also contact their Division Manager.
  - b. Each employee must ensure that the information on their time card is accurate; that the time entered is true and correct and the proper work code has been used.
  - c. Falsification of time records will result in disciplinary action, up to and including termination.

Deleted: TeleStaff

Deleted: TeleStaff

Deleted: TeleStaff

Deleted: enter

Deleted: time cards

Deleted: North Summit and South Summit

AMENDED INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PARK CITY FIRE SERVICE DISTRICT AND  
PARK CITY MUNICIPAL CORPORATION

This Amended Interlocal Cooperation Agreement (“Agreement”) is made and entered into this 30<sup>th</sup> day of March, 2022, between the PARK CITY FIRE SERVICE DISTRICT (“District”), and PARK CITY MUNICIPAL CORPORATION (“City”) (together the "Parties”).

WHEREAS, on April 26, 1984, the City Council of Park City, Utah, by resolution, consented to the inclusion of the City into the boundaries of the proposed Park City Fire Service District; and

WHEREAS, on May 29, 1984, the Board of County Commissioners of Summit County, State of Utah, pursuant to the Utah Special Service District Act, created the Park City Fire Service District; and

WHEREAS, for purposes of providing quality fire protection, the State of Utah has adopted a State Fire Code, Utah Code § 15A-5-101 to -304, which adopts by reference the International Fire Code (“IFC”), as well as other standards of the National Fire Protection Association (“NFPA”), all of which are followed and enforced by the City and the District; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code § 11-13-101 to -608, governmental entities may enter into interlocal cooperation agreements in order to provide fire protection services and facilities in the most efficient and cost-effective manner to their mutual advantage; and

WHEREAS, the District completed a capital facilities plan and impact fee analysis to be prepared demonstrating that impact fees are necessary in order to ensure that new development will pay its proportionate share of the costs required to provide adequate fire protection facilities; and

WHEREAS, in 2001, the District and City entered an Interlocal Agreement as allowed by Utah law and have maintained that Agreement; and

WHEREAS, the District and City recognize and agree that they each desire to continue what has been a positive and mutually beneficial working relationship resulting in the most efficient and cost-effective provision of fire protection services and facilities to their citizens.

NOW, THEREFORE, the District and the City hereby agree to this Agreement consistent with the requirements of the Utah Interlocal Cooperation Act, and in consideration of the mutual promises, terms and conditions set forth herein, do hereby agree as follows:

**Section 1.** The July 12, 2001, Interlocal Cooperation Agreement by and between the District and City is hereby replaced and superseded in its entirety by this agreement and shall be of no further force and effect as of the time this Agreement takes effect.

**Section 2.** City Participation and Authority:

- 2.1 The District agrees that City may appoint a duly qualified Fire Marshal to perform services and enforce the currently adopted State Fire Code as described in this document within the jurisdictional limits of the City.

2.2 The City acknowledges that the District is responsible for ensuring that the adopted State Fire Code is enforced within the District's jurisdiction. The District has agreed, and through this Agreement, delegates to the City-appointed Fire Marshal, the following duties and obligations under the State Fire Code within the City's jurisdictional limits:

2.2.1. Issuance, inspection, and enforcement of all operational permits and special event permits allowed under IFC 105.6

- A. City will notify the District of all permits issued under IFC 105.6.
- B. City will collaborate with the District concerning any intended modifications to the Fire Code under IFC 104.8. This will take place prior to issuing an operational permit approving such modifications when feasible.
- C. The District will assist City with inspections to ensure that all fire codes and all applicable provisions of any operational permit approved under this subsection are complied with at the request of City.
- D. Primary responsibility to enforce the provisions of operational permits issued under this subsection is that of City.
- E. Notwithstanding the grant under this subsection 2.2.1, the District is not prohibited from identifying and acting upon immediate life safety threats. The District will collaborate with the City, to the extent practicable, when such a safety threat is identified.
- F. Enforcement actions performed under paragraph 2.2.1.E above shall be reported to the City Building Department.

2.2.2 Issuance of construction permits under IFC 105.7, with review and approval by the District.

2.2.3 City agrees that it will not issue or approve a building permit until the applicant has proven that they have paid all applicable impact and review fees due to the District.

- A. The District is solely responsible for the administration of the impact fee in compliance with the Impact Fee Act, and the District shall indemnify City and hold City harmless for any and all claims or suits arising from the imposition of such fees. Nothing herein shall be construed as the City charging or establishing such fees.

2.2.4 Upon request, the City will make all reports generated, by actions taken under Section 2 above, available to the District.

**Section 3.** The District's grant of authority under Section 2 shall be limited to those specified items listed in Section 2 above. All other enforcement of the State Fire Code within the jurisdictional limits of the City shall remain with the District.

- 3.1 Notwithstanding the provisions of Subsection 2.2, the District agrees that it will not enforce the State Fire Code or cite violations on any known and approved condition which is not compliant with the State Fire Code without consulting with the City Chief Building Official.
- 3.2 The District shall review and issue comments on fire permits for new construction and changes to existing construction for compliance with the International Fire Code.
- 3.3 The District shall inspect construction work of new building permits for compliance with approved drawings in relation to approvals issued by the District.
- 3.4 The District will be responsible for investigating all fires within City jurisdictional limits for cause and origin determinations ("Fire Investigations"). The City Building Department and City Police Department personnel may assist with such Fire Investigations at the request of the District. The District shall report the findings of all investigations to the City Building Department in writing upon request from the City. Fire Investigations that involve potential criminal acts will be forwarded to the City Police Department. The District will be responsible for final determination of origin and cause. The District may, at its sole discretion and in accordance with established policies and procedures, assign the Fire Investigation to the Utah State Fire Marshal's Office.

**Section 4.** The District Fire Marshal and City Chief Building Official or designee shall be jointly responsible to coordinate inspections and pre-plans as described in Appendix A. This coordination plan shall be in writing and reviewed on a quarterly basis.

- 4.1 City will notify the District of Development Review Committee (DRC) meetings. The District may appear and make comments and recommendations on all projects reviewed at such meetings.
- 4.2 City Community Development Department decisions made contrary to the District. Recommendations may be set for review by the City Manager if the District requests such review in writing within ten (10) days of the decision. City will set the matter for City Manager hearing within ten (10) days of the District request.
- 4.3 In the event that a Board of Appeals is required pursuant to IFC 109, City and the District will appoint equal numbers of qualified members to the board as required in IFC 109.3.
- 4.4 Violations of the IFC within the jurisdictional limits of the City that require fines shall be processed through the City Municipal Administrative Code Enforcement Program.

**Section 5.** General Terms of this Interlocal Agreement

5.1 Term and Termination.

5.1.1 Term. This Agreement shall be for the period beginning on the Effective Date and continue until mutually terminated in writing by the District and City ("**Term**") but in no event shall exceed 50 years.

5.1.2 Review and Amendment. At any time during the Term, the City and the District may review specific objectives of the Agreement for both future updates and evaluation of past accomplishments. The City and the District may periodically amend or replace this Agreement to reflect updates and changes that arise relating to this Agreement. Any such amendments must be made in writing and agreed upon by both parties.

5.1.3 Termination. Either party may terminate this Agreement upon 1 year written notice. Termination timeline will be effective upon notice being received by the other party.

5.2 Budget and fiscal impacts. The Parties agree that each shall be responsible for the facilities, equipment, operational budgets and fiscal impacts of the duties and obligations imposed to the respective Parties under this Agreement.

5.3 No Discrimination and Compliance with the Law. The City and District shall provide the services described in this Agreement to all segments of the District's jurisdiction without discrimination based on race, color, sex, age, ability, religion, or national origin. In performing and supporting these services, each party will comply with all applicable laws.

5.4 Liability. The City and District are governmental entities under the "**Utah Governmental Immunity Act.**" Consistent with the terms of that Act, the Parties agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act.

5.5 Miscellaneous. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

**Section 6.** **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

- 6.1 This Agreement will be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act (“UICA”), as set forth in Utah Code Title 11, Chapter 13.
- 6.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement will be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(a), this Agreement will be submitted to the officer vested with executive authority for each Party authorized to approve this Agreement.
- 6.3 A duly executed copy of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.
- 6.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it will be administered by the Mayor or Chief Executive Officer of each Party.
- 6.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

<p><b>District:</b></p> <p>By: _____  Print Name: Bob Zanetti  Title: Chief, Park City Fire District  Date: _____</p>	<p><b>City:</b></p> <p>By: _____  Nann Worel  Mayor  Date: _____</p>
<p>By: _____  Print Name: Christopher F. Robinson  Title: Chair, Summit County Council as  Governing Body of the District  Date: _____</p>	

By: \_\_\_\_\_  
Print Name: Michael Howard  
Title: Chair, Administrative Control Board  
Date: \_\_\_\_\_

**Approved as to Form:**

<p><b>District:</b></p> <p>By: _____ Print Name: Ryan Stack Deputy County Attorney Date: _____</p>	<p><b>City:</b></p> <p>By: _____ Print Name: Margaret Plane City Attorney Date: _____</p>
--	---

## APPENDIX A – SCHEDULE OF INSPECTIONS

Inspection Type <sup>1</sup>	City	District	Notes
Annual Business License	As needed per policy	Accompany City on request.	District will assist at City request for special inspections
1-year fire inspection	N/A	More than 130 days and less than 200 days from business license inspection	
2-year fire inspection	N/A	More than 130 days and less than 200 days from every other business license inspection	Roughly half of the buildings falling into this category will be inspected by the District each year.
3-year fire inspection	N/A	More than 130 days and less than 200 days from every third business license inspection	Roughly one third of the buildings falling into this category will be inspected by the District each year.
Fire Preplans <sup>2</sup>	N/A	As needed by each crew. Target hazards may be visited by multiple crews within a 12-month period. These should be coordinated with the building owner/occupant so as to not cause an impact of business operations.	

---

<sup>1</sup> City and District personnel may invite the other party to accompany and/or assist with any inspection.

<sup>2</sup> Preplans will be identified to the owner as preplans and not inspections. Gross violations will be referred to City and District for follow-up as needed.

**STAFF REPORT**

TO: Summit County Council  
FROM: Matt Leavitt – Summit County Financial Officer  
DATE: March 23, 2022  
SUBJECT: Presentation of GO Bonds Authorizing Resolution

---



**BACKGROUND:**

Summit County has placed a priority and emphasis on environmental stewardship, water source protection and active land use management along with valuing the preservation of land, water, and air. As such, the County has taken action either with partners like the local land conservancies, cities or the Snyderville Basin Special Recreation District or by themselves to preserve strategic parcels of land either through open space or conservation easement acquisitions. The Council continues their efforts towards the objective of maintaining proper environmental stewardship for posterity.

Understanding that the County as a whole benefits and progresses from clean land, water, and air, the Council placed a general obligation (GO) bond initiative on the November 2021 election ballot. County-wide, by 68.8% approval voted in favor for a \$50 million bond. The debt review committee met on February 22<sup>nd</sup> to discuss bonding options, weighed pros and cons of bonding scenarios and has made a recommendation to issue the full amount of the bonds. During the March 16<sup>th</sup> Council meeting the committee’s recommendations were discussed in preparation for Authorization Resolution to be presented at the March 30<sup>th</sup> Council meeting.

**REQUESTED COUNCIL ACTION:**

**Staff recommends Council adopt the attached resolution authorizing the issuance of \$50 million General Obligation (GO) bonds.**

**NEXT STEPS:**

- “Notice of Bonds to be Issued” sent to Public Meeting Notice Website; begins 30-day contest period.
- Anticipate bond rating to be received by April 19<sup>th</sup>.
- Competitive bond sale on April 28<sup>th</sup>.
- 30-day contest period ends April 29<sup>th</sup> or May 5<sup>th</sup>.
- Closing and delivery of funds on by May 7<sup>th</sup>.
- May 22<sup>nd</sup> the Assessor closes the tax roll.
- Before June 22<sup>nd</sup> the Auditor sets the tax rates.
- Before July 22<sup>nd</sup> the Auditor sends disclosure notices.

Coalville, Utah

March 30, 2022

The County Council (the “Council”) of Summit County, Utah (the “County”), met in regular public session at the regular meeting place of the Council in Coalville, Utah, on March 30, 2022, at the hour of \_\_\_\_ p.m., with the following members of the Council being present:

Glen Wright	Chair
Chris Robinson	Vice Chair
Roger Armstrong	Councilmember
Doug Clyde	Councilmember
Malena Stevens	Councilmember

Also present:

Tom Fisher	County Manager
Evelyn Furse	County Clerk

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 30, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then considered, fully discussed, and pursuant to motion duly made by \_\_\_\_\_ and seconded by \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair and recorded in the official records of the County Council. The resolution is as follows:

---

SUMMIT COUNTY, UTAH

Resolution Authorizing the  
Issuance and Sale of

Not to Exceed \$50,000,000  
General Obligation Bonds  
Series 2022

Adopted March 30, 2022

---

**Table of Contents**

**Page**

ARTICLE I DEFINITIONS; AUTHORITY

1.1 Definitions.....3  
1.2 Authority for Resolution.....5

ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1 Authorization of Bonds, Principal Amount, Designation and Series .....6  
2.2 Purpose.....6  
2.3 Bond Details; Delegation of Authority .....6  
2.4 Denominations and Numbers.....7  
2.5 Paying Agent and Bond Registrar.....7  
2.6 Redemption of Series 2022 Bonds.....8  
2.7 Notice of Redemption .....9  
2.8 Partially Redeemed Series 2022 Bonds .....10  
2.9 Book-Entry System .....10  
2.10 Sale of Series 2022 Bonds .....13  
2.11 Continuing Disclosure Certificate.....13  
2.12 Execution of Bonds.....14  
2.13 Delivery of Bonds; Application of Proceeds .....15  
2.14 Further Authority .....15

ARTICLE III TRANSFER AND EXCHANGE OF  
BONDS; BOND REGISTRAR

3.1 Transfer of Bonds .....16  
3.2 Exchange of Bonds .....16  
3.3 Bond Registration Books .....17  
3.4 List of Registered Owners .....17  
3.5 Duties of Bond Registrar .....17

ARTICLE IV COVENANTS AND UNDERTAKINGS

4.1 Covenants of County.....18  
4.2 Levy of Taxes .....18  
4.3 Bonds in Registered Form .....18  
4.4 Tax Covenants .....19

ARTICLE V FORM OF BONDS

5.1 Form of Bonds .....20

ARTICLE VI MISCELLANEOUS

6.1 Preliminary Official Statement Deemed Final.....29  
6.2 Official Statement.....29  
6.3 Changes to Forms .....29  
6.4 Notice of Bonds to be Issued .....29  
6.5 Ratification.....30

6.6	<u>Severability</u> .....	30
6.7	<u>Conflict</u> .....	30
6.8	<u>Captions</u> .....	30
6.9	<u>Certification of Fulfillment of Conditions</u> .....	30
6.10	<u>Maintenance of Records; Copies</u> .....	30
6.11	<u>Effective Date</u> .....	30
6.12	<u>Resolution Irrepealable</u> .....	30
	EXHIBIT A CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW ....	A-1
	EXHIBIT B LETTER OF REPRESENTATIONS .....	B-1
	EXHIBIT C FORM OF CONTINUING DISCLOSURE CERTIFICATE .....	C-1
	EXHIBIT D FORM OF OFFICIAL NOTICE OF BOND SALE .....	D-1
	EXHIBIT E FORM OF OFFICIAL STATEMENT .....	E-1
	EXHIBIT F FORM OF TERMS CERTIFICATE .....	F-1
	EXHIBIT G NOTICE OF BONDS TO BE ISSUED .....	G-1
	EXHIBIT H FORM OF BOND PURCHASE AGREEMENT .....	H-1

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE COUNTY COUNCIL (THE “COUNCIL”) OF SUMMIT COUNTY, UTAH (“COUNTY”) AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF NOT MORE THAN \$50,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION BONDS; AND RELATED MATTERS.

WHEREAS, at a special bond election duly and lawfully called and held in Summit County, Utah (the “County”) on November 2, 2021 (the “Election”), the following proposition was submitted to a vote of the qualified registered electors of the County:

SHALL THE COUNTY COUNCIL (THE “COUNCIL”) OF SUMMIT COUNTY, UTAH (THE “COUNTY”), BE AUTHORIZED TO ISSUE GENERAL OBLIGATION BONDS (THE “BONDS”) IN A PRINCIPAL AMOUNT NOT TO EXCEED FIFTY MILLION DOLLARS (\$50,000,000) FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION OF PASSIVE AND ACTIVE OPEN SPACE, CONSERVATION EASEMENTS, AND CONSTRUCTING RECREATIONAL AMENITIES AND ENVIRONMENTAL AND WILDLIFE MITIGATION MEASURES AND RELATED IMPROVEMENTS; SAID BONDS TO BE DUE AND PAYABLE IN NOT TO EXCEED TWENTY-SIX (26) YEARS FROM THE DATE OF ISSUANCE OF THE BONDS?

WHEREAS, the results of the Election were declared to have passed by the County Council, sitting as a Board of Canvassers, by proceedings duly passed on November 16, 2021; and

WHEREAS, the County has not issued any of its general obligation bonds pursuant to the authorization of the Election; and

WHEREAS, pursuant to the Election and the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), the County desires to issue its General Obligation Bonds, Series 2022, in the aggregate principal amount of not to exceed \$50,000,000 (the “Series 2022 Bonds”) (1) to pay all or a portion of the costs of the acquisition of passive and active open space, conservation easements, and constructing recreational amenities and environmental and wildlife mitigation measures and related improvements (the “Series 2022 Project”) and (2) to pay expenses reasonably incurred in connection with the authorization and issuance of the Series 2022 Bonds; and

WHEREAS, the Act provides for the publication of a Notice of Bonds to be Issued, and the County desires to publish such a notice at this time in compliance with the Act with respect to the Series 2022 Bonds; and

WHEREAS, a public hearing with respect to the Series 2022 Bonds was held on September 22, 2021; and

WHEREAS, there has been presented to the Council at this meeting a form of an official notice of bond sale (the “Official Notice of Bond Sale”) providing for the sale of the Series 2022 Bonds pursuant to competitive, public bids and, in the event that the Series 2022 Bonds are not sold pursuant to a public bid, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”) to be entered into between the County and the underwriter or the purchaser selected by the Designated Officers (defined herein) for the Series 2022 Bonds; and

WHEREAS, in the event that the Designated Officers (defined herein) determine that it is in the best interests of the Council to publicly offer all or a portion of the Series 2022 Bonds, the Council desires to authorize the use and distribution of a Preliminary Official Statements (the “Preliminary Official Statement”), and to approve a final Official Statements (the “Official Statement”) in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, as permitted by Section 11-14-302 of the Act and in order to allow flexibility in setting the pricing date of the Series 2022 Bonds, the Council desires to grant to any one of the Designated Officers (defined herein) the authority to: (a) solicit and receive competitive bids from, or to negotiate the purchase with, potential purchasers/underwriters of the Series 2022 Bonds and based on the aforementioned bids, to select the purchaser/underwriter of the Series 2022 Bonds; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2022 Bonds shall be sold, and (c) execute a Terms Certificate setting forth the final terms of the Series 2022 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution; and

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

## ARTICLE I

### DEFINITIONS; AUTHORITY

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

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“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 County kept by the Bond Registrar.

“Bond Purchase Agreement” means that certain Bond Purchase Agreement in substantially the form of Exhibit H hereto which may be entered into among the County and an Underwriter/Purchaser, pursuant to which the Series 2022 Bonds will be sold to the Underwriter/Purchaser.

“Bond Registrar” means each Person appointed by the County as registrar and agent for the transfer, exchange and authentication of the Series 2022 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar shall be Zions Bancorporation, National Association, unless otherwise specified 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, or in the absence of the Chair, the Vice Chair of the Council.

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

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate to be executed by the County and dated the date of issuance and delivery of the Series 2022 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form attached as Exhibit C hereto.

“Council” means the County Council of Summit County, Utah.

“County” means Summit County, Utah.

“County Clerk” means the County Clerk of the County or any designated Deputy County Clerk.

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

“DTC” means The Depository Trust Company as securities depository for the Series 2022 Bonds, or its successors.

“Election” means the special bond election held within the boundaries of the County on November 2, 2021.

“Financial Officer” means the Financial Officer of the County.

“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 the dates provided in the Terms Certificate.

“Official Notice of Bond Sale” means the Official Notice of Bond Sale of the County with respect to the Series 2022 Bonds, in substantially the form of Exhibit D hereto.

“Official Statement” means the Official Statement with respect to the Series 2022 Bonds, in substantially the form attached hereto as Exhibit E.

“Original Issue Date” means the date of delivery of the Series 2022 Bonds.

“Paying Agent” means each Person appointed by the County as paying agent with respect to the Series 2022 Bonds pursuant to Section 2.5 hereof. The initial Paying Agent shall be shall be Zions Bancorporation, National Association, unless otherwise specified in the Terms Certificate.

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

“Public Offering” means the sale of the Series 2022 Bonds to an Underwriter/Purchaser in a negotiated underwriting or a competitive sale that requires the use of an Official Statement.

“Record Date” means (i) 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 (ii) 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.

“Resolution” means this Resolution authorizing the issuance and sale of the Series 2022 Bonds.

“Series 2022 Bonds” means the General Obligation Bonds, Series 2022, of the County authorized hereby.

“Series 2022 Project” means the acquisition of passive and active open space, conservation easements, and constructing recreational amenities and environmental and wildlife mitigation measures and related improvements.

“State” means the State of Utah.

“Terms Certificate” shall mean the certificate of the County setting forth the final terms for the Series 2022 Bonds (within the parameters set forth herein), to be executed by the Designated Officer, in substantially the form attached hereto as Exhibit F.

“Treasurer” means the County Treasurer of the County.

“Underwriter/Purchaser” means, the underwriter or purchaser for the Series 2022 Bonds as specified in the related Terms Certificate.

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.

1.2 Authority for Resolution. This Resolution is adopted pursuant to the Act.

## ARTICLE II

### AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1 Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Resolution, a series of General Obligation Bonds of the County is hereby authorized to be issued in the aggregate principal amount of not to exceed \$50,000,000. Such series of bonds shall be designated “Summit County, Utah General Obligation Bonds, Series 2022.” The name of the Series 2022 Bonds may be revised in the Terms Certificate. The Series 2022 Bonds may be issued in one or more series and at any time and from time to time, all within the parameters established hereby.

The name of the Series 2022 Bonds shall be finalized and may be revised in the Terms Certificate. The Series 2022 Bonds may be issued in one or more series and at any time within 18 months of the date of adoption of this Resolution, all within the parameters established hereby.

The Series 2022 Bonds shall be issued as fully registered Bonds, initially in book-entry form.

The Series 2022 Bonds shall be general obligations of the County for the payment of which the full faith, credit and taxing power of the County are hereby pledged, and the County hereby agrees and covenants that it will annually cause to be levied a tax sufficient to pay the principal of, premium, if any, and interest on the Series 2022 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.

2.2 Purpose. The Series 2022 Bonds are hereby authorized to be issued for the purpose of (a) financing the Series 2022 Project and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2022 Bonds.

2.3 Bond Details; Delegation of Authority. (a) The Series 2022 Bonds shall mature on the dates 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 any one of the Designated Officers, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Series 2022 Bonds, and the Designated Officers are hereby authorized to make such determinations:

(i) the principal amount of the bonds necessary to accomplish the purpose of the Series 2022 Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Series 2022 Bonds shall not exceed \$50,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2022 Bonds to be issued; provided, however, that the final maturity of all Series 2022 Bonds shall not be later than twenty-one (21) years;

(iii) the Interest Payment Date and the interest rate or rates of the Series 2022 Bonds; provided, however, that the interest rate or rates to be borne by any Series 2022 Bond shall not exceed five percent (5.0%) per annum;

(iv) the method of sale of the Series 2022 Bonds (as more fully described in Section 2.9 hereof) to the Underwriter/Purchaser and the purchase price to be paid by the Underwriter/Purchaser for the Series 2022 Bonds; provided, however, that the discount from par of the Series 2022 Bonds shall not exceed two percent (2.0%);

(v) whether the Series 2022 Bonds shall be subject to redemption prior to maturity;

(vi) the Paying Agent and Bond Registrar; and

(vii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Upon pricing of the Series 2022 Bonds, the Designated Officer shall make the determinations provided above, and shall execute the Terms Certificate containing such terms and provisions on behalf of the County, 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 (i) 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 (ii) 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 2022 Bonds shall bear interest on overdue principal at the aforesaid respective rates.

2.4 Denominations and Numbers. The Series 2022 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple of \$5,000 in excess thereof unless otherwise specified in the Terms Certificate. The Series 2022 Bonds shall be numbered with the letter prefix "R" and shall be numbered from one (1) consecutively upwards in order of issuance.

2.5 Paying Agent and Bond Registrar. The County hereby appoints Zions Bancorporation, National Association, as Paying Agent and Bond Registrar under the terms and conditions of this Resolution unless otherwise provided in the Terms Certificate. The

County may remove any Paying Agent and any Bond Registrar and appoint a successor or successors thereto. The County 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 County a written acceptance thereof.

The principal of, premium, if any, and interest on the Series 2022 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 2022 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 County 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.

#### 2.6 Redemption of Series 2022 Bonds.

(a) The Series 2022 Bonds may be non-callable at the option of the County or subject to redemption prior to maturity, at the option of the County, all as specified in the Terms Certificate. If the Terms Certificate specifies that the Series 2022 Bonds are subject to optional redemption, the Series 2022 Bonds shall be callable on the date specified therein (the "First Redemption Date"), and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the County, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2022 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

(b) The Series 2022 Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Terms Certificate. If the Series 2022 Bonds are subject to mandatory sinking fund redemption and less than all of the Series 2022 Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the County on such mandatory sinking fund redemption dates for the Series 2022 Bonds in such order as directed by the County.

If fewer than all of the Series 2022 Bonds of any maturity are called for redemption, the Series 2022 Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar may deem fair and appropriate, each \$5,000 or principal amount of the Series 2022 Bonds being counted as one Series 2022 Bond for this purpose.

If a portion of a Series 2022 Bond shall be called for redemption, a new Series 2022 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

## 2.7 Notice of Redemption.

(a) In the event any Series 2022 Bonds are to be redeemed, the County 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 2022 Bonds to be redeemed, at the address shown on the registration books of the County 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 (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2022 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 2022 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 2022 Bonds; (ii) any other descriptive information needed to identify accurately the Series 2022 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2022 Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Series 2022 Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Series 2022 Bonds or portions of Series 2022 Bonds to be redeemed and, if less than all of any Series 2022 Bond, the principal amount of each Series 2022 Bond that is to be redeemed; and (ix) that the interest on the Series 2022 Bonds or portion of Series 2022 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 2022 Bonds or portions of Series 2022 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 Series 2022 Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(b) 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 2022 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 2022 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 2022 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 County shall not be required to redeem such Series 2022 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 2022 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 2022 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 2022 Bonds shall cease to accrue and become payable.

2.8 Partially Redeemed Series 2022 Bonds. In case any Series 2022 Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the County 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 County, a Series 2022 Bond or Series 2022 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 Series 2022 Bond of a denomination of more than the minimum authorized denomination to be redeemed will be in the principal amount of the minimum authorized denomination or an integral multiple thereof and in selecting portions of such Series 2022 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2022 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2022 Bonds by the minimum authorized denomination.

2.9 Book-Entry System.

(a) 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 2022 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of DTC. Payment of interest for any Series 2022 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 2022 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2022 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 2022 Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the County kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2022 Bonds so registered in the name of Cede, the County, 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 County, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2022 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2022 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2022 Bonds. The County, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2022 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2022 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2022 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the County's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Series 2022 Bond evidencing the obligation of the County 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 2022 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving written notice to the County, the Bond Registrar, and the Paying Agent, which notice shall

certify that DTC has discharged its responsibilities with respect to the Series 2022 Bonds under applicable law.

(ii) The County, 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 2022 Bonds if the County 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 2022 Bonds or the County; and the County shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2022 Bonds upon receipt by the County, 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 Series 2022 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2022 Bonds; or (2) 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 2022 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2022 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2022 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 County, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2022 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 County 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 2022 Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2022 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 County addressed to DTC and DTC's operational arrangement.

In connection with any notice or other communication to be provided to Holders of Series 2022 Bonds registered in the name of Cede pursuant to this Resolution by the County or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the County 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.

2.10 Sale of Series 2022 Bonds. (a) The sale of the Series 2022 Bonds is hereby approved as follows:

(i) The Series 2022 Bonds authorized to be issued herein shall be sold to the Underwriter/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 Bond Purchase Agreement and/or the Official Notice of Bond Sale, and upon the basis of the representations therein set forth. The Council hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Council by the Designated Officers, the Financial Officer and other officials of the County in connection with the sale of the Series 2022 Bonds.

(ii) To evidence the acceptance by the County, the Designated Officers are hereby authorized and directed to execute and deliver the Bond Purchase Agreement (substantially in the form attached hereto as Exhibit H) and/or the Terms Certificate (substantially in the form attached hereto as Exhibit F), with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable, execution and delivery thereof to constitute conclusive evidence of such approval.

(b) The Designated Officers are hereby authorized to determine the method of sale of the Series 2022 Bonds, which may include a negotiated underwriting or a Public Offering. In the event that a Public Offering is used for the Series 2022 Bonds, the Designated Officers are authorized and directed to prepare or cause to be prepared an Official Statement (including a Preliminary Official Statement) for distribution to prospective purchasers of the Series 2022 Bonds in accordance with Section 6.1 hereof.

2.11 Continuing Disclosure Certificate. The Chair is hereby authorized, empowered and directed to execute and deliver, and the County Clerk to seal, countersign and attest, the Continuing Disclosure Certificate in substantially the same form as now before the County and attached hereto as Exhibit C, or with such changes therein as the Chair 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 County as herein provided, the Continuing Disclosure Certificate will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County 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 2022 Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Certificate.

2.12 Execution of Bonds. The Series 2022 Bonds shall be executed on behalf of the County by the Chair and attested by the County Clerk (the signatures of the Chair and County Clerk being either manual and/or by facsimile), and the seal of the County or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Chair and County Clerk and such facsimile of the seal of the County on the Series 2022 Bonds is hereby authorized, approved and adopted by the County as the authorized and authentic execution, attestation and sealing of the Series 2022 Bonds by said officials. The Series 2022 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 2022 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 2022 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 (i) 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 2022 Bonds issued hereunder or that all of the Series 2022 Bonds hereunder be certified as registered by the same Bond Registrar, and (ii) the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The Chair and 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 County, 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 County 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.

2.13 Delivery of Bonds; Application of Proceeds. The Series 2022 Bonds shall be delivered to the Underwriter/Purchaser at such time and place as provided in the Bond Purchase Agreement or Official Notice of Bond Sale, as applicable. The Chair is hereby authorized and instructed to make delivery of the Series 2022 Bonds to the Underwriter/Purchaser and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement or Official Notice of Bond Sale, and to deposit the proceeds of sale as follows (details to be included in the Terms Certificate):

(a) into a separate construction fund of the County; and

(b) into a separate account used to pay the costs of issuance of the Series 2022 Bonds, provided that any moneys remaining in such account sixty (60) days subsequent to the date of the initial delivery of the Series 2022 Bonds shall be deposited into the Construction Fund.

2.14 Further Authority. The Chair, the Financial Officer, the Treasurer, the County Clerk and such other officials of the County as may be required, are hereby authorized and directed to execute all 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 2022 Bonds and to comply with applicable provisions of the Code.

## ARTICLE III

### TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

#### 3.1 Transfer of Bonds.

(a) 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 County, 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.

(b) 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 2.12 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the County, 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 (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) 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.

(c) The County 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.

3.2 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 (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) 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.

3.3 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 2022 Bonds, which shall at all times be open to inspection by the County, 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.

3.4 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.

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

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2022 Bonds.

## ARTICLE IV

### COVENANTS AND UNDERTAKINGS

4.1 Covenants of County. All covenants, statements, representations and agreements contained in the Series 2022 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 of the County, are the covenants, statements, representations and agreements of the County.

4.2 Levy of Taxes. The County covenants and agrees to establish a Bond Fund which Fund shall be a segregated account held and administered by the County and designated the “Summit County, Utah General Obligation Bonds, Series 2022 Bond Fund” (the “Bond Fund”), to pay the interest falling due on the Series 2022 Bonds as the same becomes due and also to provide for the payment of the principal of the Series 2022 Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the County in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Series 2022 Bonds and to pay and retire the Series 2022 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 2022 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 County from applying any other funds that may be in the County’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 2022 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 County in its annual budget and its statement and estimate as certified 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 County available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The County 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 2022 Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The County has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Series 2022 Bonds. The Bond Fund shall be depleted at least once each year by the County 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 2022 Bonds.

4.3 Bonds in Registered Form. The County recognizes that Section 149 of the Code requires the Series 2022 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 2022 Bonds are delivered. In this connection, the

County agrees that it will not take any action to permit the Series 2022 Bonds to be issued in, or converted into, bearer or coupon form.

4.4 Tax Covenants. The County further covenants and agrees to and for the benefit of the Bondholders that the County (i) will not take any action that would cause interest on the Series 2022 Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2022 Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2022 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2022 Bonds. Pursuant to this covenant, the County obligates itself to comply throughout the term of the Series 2022 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.

## ARTICLE V

### FORM OF BONDS

5.1 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]

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.

Registered

Registered

**UNITED STATES OF AMERICA  
STATE OF UTAH  
SUMMIT COUNTY, UTAH  
GENERAL OBLIGATION BOND  
SERIES 2022**

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

Interest Rate                      Maturity Date                      Original Issue Date                      CUSIP  
\_\_\_\_\_%                      \_\_\_\_\_, 20\_\_\_\_                      \_\_\_\_\_, 2022

Registered Owner:    CEDE & CO.

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

Summit County, Utah (the "County"), 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 \_\_\_\_\_, 20\_\_ (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 (i) 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 (ii) 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 Bonds shall be in default, interest on the Series 2022 Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2022 Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this 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 Bond shall be payable upon surrender of this Bond at the corporate trust office of Zions Bancorporation, National Association, as Paying Agent, 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 Bonds, Series 2022 of the County (the “Series 2022 Bonds”) limited to the aggregate principal amount of \$50,000,000 and issued pursuant to (a) authorization given by a majority of the qualified registered electors of the County voting at a special bond election held in the County on November 2, 2021, (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and (c) a resolution of the County Council adopted on March 30, 2022 (the “Resolution”). The Series 2022 Bonds are authorized to be issued for the purpose of (a) paying all or a portion of the costs of the acquisition of passive and active open space, conservation easements, and constructing recreational amenities and environmental and wildlife mitigation measures and related improvements (the “Series 2022 Project”) and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2022 Bonds.

Zions Bancorporation, National Association, is the initial bond registrar and paying agent with respect to the Series 2022 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 County covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this 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 County may apply other funds available to the County to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Resolution, only upon the books of the County 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 County shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The County, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this 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 County, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The County is not required to transfer or exchange any Bond (a) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (b) 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 Series 2022 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 2022 Bonds shall be subject to redemption prior to maturity, at the election of the County, on \_\_\_\_\_ (the "First Redemption Date") and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the County, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2022 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

The Series 2022 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 2022 Bonds to be redeemed, at the address shown on the registration books of the County maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Series 2022 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 2022 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 2022 Bonds shall cease to accrue and become payable.

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the County 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 County, a Series 2022 Bond or Series 2022 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 2022 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2022 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2022 Bonds by \$5,000.

This Bond and the issue of 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 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 Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the County, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

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

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

SUMMIT COUNTY, UTAH

(SEAL)

\_\_\_\_\_  
(Do Not Sign)

Chair

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
(Do Not Sign)

County Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022 Bonds described in the within mentioned Resolution and is one of the General Obligation Bonds, Series 2022 of Summit County, Utah.

ZIONS BANCORPORATION,  
NATIONAL ASSOCIATION, 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.

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).

## ARTICLE VI

### MISCELLANEOUS

6.1 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 E, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the appropriate officers of the County shall deem advisable. The appropriate officers of the County 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 2022 Bonds.

6.2 Official Statement. For a Public Offering, the Official Statement of the County is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, with such changes, omissions, insertions and revisions as the appropriate officers of the County shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2022 Bonds by the Designated Officer and set forth in the Terms Certificate. The County shall deliver the Official Statement to the Underwriter/Purchaser for distribution to prospective purchasers of the Series 2022 Bonds and other interested persons. The approval of the Chair of any such changes, omissions, insertions and revisions shall be conclusively established by the Chair’s execution of the Official Statement.

6.3 Changes to Forms. The form of Series 2022 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 Chair and/or County Clerk or a Designated Officer, whose execution or approval thereof on behalf of the County shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

6.4 Notice of Bonds to be Issued. In accordance with the provisions of the Act, the County will cause a “Notice of Bonds to be Issued” to be (a) published one (1) time in The Park Record, a newspaper of general circulation in the County, (b) posted on the Utah Public Notice Website (<http://pmn.utah.gov>), and (c) posted on the Utah Legal Notices website ([www.utahlegals.com](http://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 County’s office in Coalville, Utah, for public examination during the regular business hours of the County until at least thirty (30) days from and after the date of publication thereof. The “Notice of Bonds to be Issued” is in substantially the form set forth in Exhibit G attached hereto.

6.5 Ratification. All proceedings, resolutions and actions of the County and its officers taken in connection with the sale and issuance of the Series 2022 Bonds are hereby ratified, confirmed and approved.

6.6 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.

6.7 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.

6.8 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.

6.9 Certification of Fulfillment of Conditions. The County hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Series 2022 Bonds will have been satisfied and fulfilled.

6.10 Maintenance of Records; Copies. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2022 Bonds shall be kept on file with the County Clerk in Coalville, Utah, where the same shall be made available for inspection by any Registered Owner of the Series 2022 Bonds, or his, its or their agents for so long as any of the Series 2022 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 2022 Bonds.

6.11 Effective Date. This Resolution shall take effect immediately upon its approval and adoption.

6.12 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 2022 Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this March 30, 2022.

SUMMIT COUNTY, UTAH

(SEAL)

---

Chair

ATTEST AND COUNTERSIGN:

---

County Clerk

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

The meeting was then adjourned.

---

Chair

ATTEST AND COUNTERSIGN:

---

County Clerk

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SUMMIT            )

I, the undersigned County Clerk of Summit County, Utah (the “County”), do hereby certify according to the records of the County in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the County Council of the County held on March 30, 2022, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 30, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the County, this March 30, 2022.

---

County Clerk

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, the undersigned County Clerk of Summit County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the public meeting, held on March 30, 2022, by the County as follows:

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

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Park Record, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the County (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the County Council to be held during the year, by causing said Notice to be (i) posted on December 22, 2021 at the principal office of the County Council, (ii) provided to at least one newspaper of general circulation within the County on December 29, 2021 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 30, 2022.

(SEAL)

By: \_\_\_\_\_  
County Clerk

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LETTERS OF REPRESENTATION

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT D

FORM OF OFFICIAL NOTICE OF BOND SALE

EXHIBIT E

FORM OF OFFICIAL STATEMENT

EXHIBIT F

FORM OF TERMS CERTIFICATE

## EXHIBIT G

### NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on March 30, 2022, the County Council (the “Council”) of Summit County, Utah (the “Issuer”) adopted a resolution (the “Resolution”) in which it authorized the issuance of its General Obligation Bonds, Series 2022 (to be issued in one or more series and from time to time, with any other title or series designation) (the “Bonds”).

### PURPOSE FOR ISSUING THE BONDS

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (a) paying all or a portion of the costs of the acquisition of passive and active open space, conservation easements, and constructing recreational amenities and environmental and wildlife mitigation measures and related improvements and (b) paying related expenses.

### PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not to exceed Fifty Million Dollars (\$50,000,000), to mature in not more than twenty-one (21) years, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, with such final terms and provisions as may be deemed appropriate by authorized officers of the Issuer, provided that said final terms shall not exceed the maximums set forth above.

### SECURITY PLEDGED FOR THE BONDS

The Bonds are general obligations of the Issuer secured by the full faith and credit and taxing power of the Issuer.

### OUTSTANDING BONDS

Other than the proposed Bonds, the Issuer currently has \$-0- of general obligation bonds currently outstanding.

### OTHER OUTSTANDING BONDS OF THE ISSUER

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

### TOTAL ESTIMATED COST

Based on the Issuer’s current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity is \$59,700,000.

A copy of the Resolution is on file in the office of the County Clerk at the Issuer’s offices located at 60 No. Main Street, Coalville, Utah, where they may be examined during

regular business hours from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this March 30, 2022.

/s/ Evelyn Furse  
County Clerk

EXHIBIT H

FORM OF BOND PURCHASE AGREEMENT

SUMMIT COUNTY, UTAH  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, ENACTING TITLE 2,  
CHAPTER 42 TO THE SUMMIT COUNTY CODE, SUMMIT COUNTY OPEN SPACE ADVISORY  
COMMITTEE**

***PREAMBLE***

***WHEREAS***, on November 2, 2021, the residents of Summit County overwhelmingly supported and passed a General Obligation Bond for the acquisition and preservation of open space, agricultural protection areas, and conservation easements within Summit County; and,

***WHEREAS***, the County Manager and County Council desire the advice of the county residents as to the expenditure of these funds; and,

***WHEREAS***, the Summit County Open Space Advisory Committee ("OSAC") is therefore created for the purpose of advising and providing recommendations to the County Manager regarding the identification, preservation and acquisition of open space, agricultural protection areas, and conservation easements; and,

***WHEREAS***, OSAC shall be composed of an Executive Committee and three (3) Subcommittees: West Summit, North Summit, and South Summit, whose members shall reside in the geographical boundaries of their respective Subcommittees; and,

***WHEREAS***, OSAC shall have the power and duty to advise the County Manager as to the appropriate uses and expenditures of the 2022 Summit County Open Space General Obligation Bond and any subsequent countywide open space bonds issued hereafter; and shall refer all Committee funding proposals to the County Manager for decision;

***NOW, THEREFORE***, the County Legislative Body of Summit County, State of Utah, hereby ordains as follows:

**Section 1.**     **Enactment.** Summit County Code, Title 2, Chapter 42, Summit County Open Space Advisory Committee, which is published as a code in book form, is enacted and adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the County Clerk (the "Summit County Open Space Advisory Committee Ordinance").

**Section 2.**     **Savings Clause.** In the event one or more of the provisions of this Open Space Advisory Committee Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Open Space Advisory Committee Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

**Section 3. Effective Date.** This Summit County Open Space Advisory Committee Ordinance shall take effect 15 days after passage by the Council and subsequent publication in a newspaper of general circulation in Summit County, Utah.

APPROVED, ADOPTED, AND PASSED and ordered published by the County Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

SUMMIT COUNTY COUNCIL

\_\_\_\_\_  
Evelyn Furse  
Summit County Clerk

\_\_\_\_\_  
Christopher F. Robinson, Chair

APPROVED AS TO FORM

\_\_\_\_\_  
Lynda L. Viti  
Deputy County Attorney

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong	_____
Councilmember Robinson	_____
Councilmember Clyde	_____
Councilmember Armstrong	_____
Councilmember Stevens	_____

# Attachment A

## CHAPTER 42

### SUMMIT COUNTY OPEN SPACE ADVISORY COMMITTEE

**2-42-1: Definitions**

**2-42-2: Purpose and Name**

**2-42-3: Authority**

**2-42-4: Organization**

**2-42-5: Membership**

**2-42-6: Powers and Duties**

**2-42-7: Notification of Interest Process:**

**2-42-8: Meetings**

**2-42-9: Conduct of Committee Members**

**2-42-1: Definitions:**

**Committee or OSAC:** The Summit County Open Space Advisory Committee.

**County:** Summit County, Utah.

**County Council:** The Summit County Council who exercises legislative authority in the County.

**County Manager:** The chief executive officer of the County.

**Evaluation Standards:** The approved standards to be used by the Executive Committee in conducting its review of NOIs.

**Executive Committee:** The governing board of OSAC.

**Member:** A member of the Committee, Subcommittee, or Executive Committee.

**Notice of Interest or NOI:** The formal application process set forth in Section 2-42-7.

**North Summit:** The geographic area of Summit County consisting of the North Summit School District Boundary. Including Coalville and Henefer Municipal boundaries.

**South Summit:** The geographic area of Summit County consisting of the South Summit School District Boundary, excluding any areas residing within the Snyderville Basin Special Recreation District (to include, but not limited to the neighborhoods of Promontory and Silver Creek Village). Including Kamas, Oakley and Francis Municipal boundaries.

**Subcommittee:** The North Summit Subcommittee, South Summit Subcommittee, or West Summit Subcommittee.

**West Summit:** The geographic area of Summit County consisting of the Snyderville Basin Special Recreation Service District and Park City Municipal boundaries.

#### **2-42-2 Purpose and Name**

The Summit County Open Space Advisory Committee is created for the purpose of advising and providing recommendations to the County Manager regarding the identification, preservation and acquisition of open space, agricultural protection areas, and conservation easements.

#### **2-42-3: Authority:**

OSAC is created as an advisory committee to the County Manager and County Council for the purposes set forth in Section 2-42-2. There shall be no actual or apparent authority vested in this Committee except the authority granted in this chapter. Neither this Committee, nor any Member thereof is empowered to bind the County as to the purchase of any real property, including conservation easements.

#### **2-42-4: Organization:**

The Committee shall be composed of an Executive Committee and three (3) Subcommittees: West Summit, North Summit, and South Summit.

The Committee may be dissolved at the discretion of the County Manager with the concurrence of the County Council.

#### **2-42-5: Membership:**

- A. The County Manager shall appoint on a nonpartisan basis, with the advice and consent of the County Council, twenty-one (21) Members to the Subcommittees.
- B. Each Subcommittee shall be composed of seven (7) members.
- C. The Subcommittees shall each recommend three (3) Members to the County Manager to serve on the Executive Committee.
- D. The Executive Committee shall be composed of nine (9) Members consisting of three (3) Members from each Subcommittee.
- E. Membership opportunities shall be publicly advertised. The County Manager shall select members with the advice and consent of the County Council.
- F. All Subcommittee Members shall reside in the geographical boundaries of their respective Subcommittees.
- G. Subcommittee representation shall be as follows:
  1. West Summit Subcommittee: one (1) representative from Park City; one (1) representative from the unincorporated Snyderville Basin; one (1) representative from the Snyderville Basin Special Recreation Service District; one (1) agricultural or natural resources professional; and three (3) at-large community representatives.

2. North Summit Subcommittee: one (1) representative from Coalville; one (1) representative from Henefer; one (1) representative from the North Summit Recreation Special Service District; one (1) representative from unincorporated North Summit; one (1) agricultural or natural resources professional; and two (2) at-large community representatives.
  3. South Summit Subcommittee: one (1) representative from Kamas; one (1) representative from Oakley; one (1) representative from Francis; one (1) representative from unincorporated South Summit; one (1) agricultural or natural resources professional; and two (2) at-large community representatives.
  4. Non-voting members: The Executive Committee and each Subcommittee may enlist non-voting member participation as needed or advised by the Executive Committee chair, the County Manager or County Council, including staff from the Office of the County Manager and one planning commission member from either the Eastern Summit County Planning Commission or the Snyderville Basin Planning Commission.
- H. Members shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid or reimbursed by the County.
- I. Terms:  
The Executive Committee Members may serve three (3) consecutive three (3) - year terms. The Subcommittee Members may serve one (1) year terms or until the Committee is dissolved, but no event longer than three (3) consecutive years.
- J. The County Attorney or a staff attorney shall be legal counsel to the Committee.
- K. The County Manager may remove any Member at any time with or without cause.

**24-42-6: Powers and Duties**

- A. The Committee shall advise the County Manager as to the identification, preservation and acquisition of open space, agricultural protection areas, and conservation easements with respect to the use of the 2022 Summit County Open Space General Obligation Bond and any subsequent countywide open space bonds issued hereafter.
- B. All funding proposed by the Committee shall be referred to the County Manager for his or her decision.
- C. Each Subcommittee shall:
  1. Select from among the voting Members a chair, vice chair, and secretary to the Subcommittee.
  2. Select three (3) Members for inclusion on the Executive Committee and present the names to the County Manager for confirmation or rejection of appointment. The County Manager may reject any or all recommendations from the Subcommittee and may

independently choose from among Subcommittee Members for membership on the Executive Committee.

3. In open meetings, craft and prioritize Evaluation Standards for preserving open space and agricultural protection areas in their respective geographical areas, by purchase, conservation easement or otherwise, and recommend those standards to the Executive Committee.
4. The Subcommittee is encouraged to hold public hearings as part of crafting Evaluation Standards.

D. The Executive Committee shall:

- c. Select from among the voting Members a chair, vice chair, and secretary to the Executive Committee.
  - d. Propose by-laws for approval by the County Manager in consultation with the County Council.
  - e. Assess the Evaluation Standards proposed by each Subcommittee and recommend the proposed Evaluation Standards for each geographical area to the County Manager. The chair of the Executive Committee shall have responsibility of presenting all recommended evaluation standards from the Executive Committee to the County Manager.
  - f. Inform County Manager to all funding options and provide recommendations as to best options.
  - g. Make recommendations to the County Manager on selecting an accredited land trust or an equivalent legal entity to hold conservation easements on proposed properties.
  - h. Advise the County Manager on contributing or acquiring funds for the preservation of open space or agricultural protection areas through conservation easements on open space or agricultural protection areas to be held under private ownership.
  - i. Evaluate Notifications of Interest and make recommendations on funding to the County Manager consistent with Section 2-42-7.
- E. Final Authority: Neither the determinations of eligibility, nor the recommendations on NOIs set forth in Section 2-42-7, are binding on the County Manager, County Council or the County. The County Manager retains final authority regarding any real property transactions and if deemed necessary for the health, safety, or general welfare of the residents of the County, the County Manager may take direct action on any acquisition of open space, agricultural protection areas or conservation easements with or without the involvement of the Executive Committee.
- F. Upon the request of the County Manager or County Council, the Executive Committee shall make presentation to the County Manager and County Council on its goals, and activities.

**2-42-7: Notification of Interest Process:**

- A. Notification of Interest Submittal. Landowners who desire to nominate real property for preservation and acquisition as open space, an agricultural protection area, or for a conservation easement, whether in exchange for compensation or otherwise, may do so by filing a NOI with the Executive Committee on forms provided for that purpose. All NOIs must be sponsored by an accredited land trust or equivalent legal entity. Upon receipt of a NOI, County staff will review the NOI and verify completeness of required information.
- B. Initial Presentation and Site Visit. The NOI will be scheduled on an agenda of the Executive Committee for an initial presentation by the landowner and accredited land trust or equivalent legal entity. Following the initial presentation, the Executive Committee may conduct a site visit to review and verify the property for conformance with Evaluation Standards.
- C. Scoring and Recommendation. The Executive Committee will score all NOIs as eligible or ineligible for funding based upon the Evaluation Standards and will make a recommendation to the County Manager.

**2-42-8: Meetings:**

- A. Meetings of the Subcommittee shall be scheduled on as as-needed basis.
- B. Meetings of the Executive Committee shall be scheduled monthly.
- C. Special meetings, work sessions and field trips, for any purpose, may be held at the call of the chair, the County Manager or the County Council. Work session and field trip meetings shall be for discussion and informational purposes only; no action shall be taken on any item.
- D. All recommendations shall be made at a public meeting by motion, made and seconded and by a voice vote. The motion shall be in the form of findings of fact and shall state the reason for the findings and a statement of any conditions to be attached to the action.
- E. The Executive Committee and Subcommittees shall conduct their business according to bylaws.
- F. The Executive Committee and Subcommittees are subject to the Open and Public Meetings Act.
- G. The Executive Committee and Subcommittees may go into closed session to discuss NOIs and as allowed by the Open and Public Meetings Act.

**2-42-9: Conduct of Committee Members:**

- A. Ethical Principles: The following ethical principles shall guide the actions of the Executive Committee, its Subcommittees, and their Members in carrying out the powers and duties described above:

1. **Serve the Public Interest:** The primary obligation of the Executive Committee, its Subcommittees, and each Member is to serve the public interest.
2. **Support Citizen Participation in Planning:** The Executive Committee and its Subcommittees shall ensure a forum for meaningful citizen participation and expression in the planning process and assist in the clarification of community goals, objectives, and policies.
3. **Recognize the Comprehensive and Long-Range Nature of Decisions:** The Executive Committee, its Subcommittees and their Members shall continuously gather and consider all relevant facts, alternatives and means of accomplishing them, and explicitly evaluate all consequences before making a recommendation or decision.
4. **Facilitate Coordination Through the Process:** The Executive Committee and its Subcommittees shall ensure that individuals and public and private agencies possibly affected by a prospective decision receive adequate information far enough in advance of the decision.
5. **Avoid Conflict of Interest:** Members shall avoid conflicts of interest and even the appearance of impropriety. At the commencement of any matter before the Executive Committee or any of its Subcommittees, Members shall divulge in public, any past, present, or expected relationship with any party affiliated with such matter. A member with a potential conflict of interest shall abstain from voting on the matter, not participate in any deliberations on the matter, and leave the committee table, but may remain in the chamber. The Member shall also not discuss the matter privately with any other official voting on the matter.
6. **Render Thorough and Diligent Service:** If a Member has not sufficiently reviewed relevant facts and advice affecting a decision, that Member should not participate in that decision.
7. **Not Seek or Offer Favors:** A Member must not directly or indirectly solicit any gift or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be reasonably inferred that the gift was intended or could reasonably be expected to influence them in the performance of their duties or was intended as a reward for any recommendation or decision on their part.
8. **Not Disclose or Improperly Use Confidential Information For Financial Gain:** A Member shall not disclose or improperly use confidential information for financial gain, and must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest.
9. **Ensure Full Disclosure at Public Meetings:** The Executive Committee and its Subcommittees shall ensure that the presentation of information on behalf of any party to a question occurs only at the scheduled public meeting on the question, not in private, unofficially, or with other interested parties absent, and must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.
10. **Maintain Public Confidence:** A Member must conduct himself/herself publicly so as to maintain public confidence in the public body, and the Member's performance of the public trust.
11. **Respect for and Courtesy to Other Members, Public And Staff:** Each Member has the same rights and privileges as any other Member. Any Member has the right to be heard and to

hear what others have to say about items being considered by the Executive Committee or its Subcommittees.

B. Representation of Applicants or Petitioners: No Member shall physically represent applicants or petitioners before the Executive Committee or any of its Subcommittees on matters on which that committee is to make determinations or recommendations.

C. Ex Parte Communication: Prearranged private meetings between a Member and an individual(s), and their agents, or other interested parties with a matter pending before the Executive Committee or any of its Subcommittees are prohibited. Partisan information on any application received by a Member whether by mail, telephone, or other communication should be avoided. When such communication does occur it must be made part of the public record by the Member.

D. Attendance: Each Member shall be responsible for attending all scheduled meetings of their respective committee. Should circumstances arise where a Member is unable to attend a scheduled meeting, the Member shall be responsible for notifying the chair as soon as possible. Members who fail to attend three (3) regular meetings of their respective committee within any consecutive three (3) month period may, at the discretion of the County Manager, be removed from that respective committee.



**Memorandum:**

Date: March 30, 2022  
To: Council Members  
From: Amy Jones  
Re: Summit County Restaurant Tax Advisory Committee

Council interviewed the following applicants on March 30, 2022:

Ben Farquharson  
Eric Bradshaw \*reapplying

Appoint 4 members to serve on the Summit County Restaurant Tax Advisory Committee:

- 1) Appoint Ben Farquharson to serve the unexpired term of Tana Toly, whose term would expire 7/31/2023.
- 2) Reappoint Eric Bradshaw, to serve a second term, which would expire on 7/31/2024.
- 3) Appoint Heleena Sideris, as the member recommended by the Park City/Summit County Chamber of Commerce/Convention and Visitors Bureau, whose term will expire 7/31/2025.
- 1) Appoint Guy Morris, as a member recommended by the Park City Area Lodging Association, whose term will expire 7/31/2025.



CHAMBER OF COMMERCE | CONVENTION & VISITORS BUREAU

March 24, 2022

Dear Summit County Council,

Thank you for the opportunity to provide a recommendation for the Summit County Tax Grant Committee.

This is an incredibly important committee dedicated to fairly and equitably distributing restaurant tax funds across many important projects.

Please allow this letter to serve as a recommendation that Heleena Sideris as the Chamber of Commerce & Visitors Bureau nominee on the Summit County Restaurant Tax Grant Committee.

Heleena was born and raised in Park City, UT. After graduating from the University of Oregon in Environmental Studies & Spanish, she lived abroad working in sustainability and education. She then returned home to work for various local non-profits, including Swaner Nature Preserve, Summit Land Conservancy, and the Park City Chamber & Visitors Bureau as the International Sales Manager. Heleena finally joined the family business at Park City Lodging in 2016.

Heleena brings extensive background in customer relations and a unique understanding and love for Park City. She currently sits on the board of directors for Recycle Utah and Utah Open Lands and is a member of the US Chamber's Small Business Council. Heleena loves to be in the outdoors, skiing, hiking with her dog Maebe, and enjoying all that Utah has to offer.

On behalf of the Chamber and Visitors Bureau, I believe that Heleena would be a tremendous asset to the committee.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "JWesselhoff".

Jennifer Wesselhoff  
President & CEO  
Park City Chamber & Visitors Bureau



March 8, 2022

Summit County Restaurant Tax Committee  
PO Box 128  
Coalville, UT 84017

To Whom It May Concern:

On behalf of the Park City Area Lodging Association, we would like to submit this letter of support recommending Guy Morris with the Stein Collection to fill the seat of Teri Whitney. Guy, with an eight-year tenure, currently holds the position of Vice President of Sales and Marketing for Stein Collection properties which encompasses Stein Eriksen Lodge, The Chateaux Deer Valley, The Chateaux Residences, Stein Residences and a Luxury Home Division. Prior to the Stein Collection, Guy served as General Manager for Hotel Park City. Guy is involved in the community and has served on a variety of committees, including a recent acceptance to the Board of Directors for Small Luxury Hotels of the World.

On behalf of the Park City Area Lodging Association, I appreciate the time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Dan Bullert", is written over a horizontal line.

Dan Bullert  
Board President

## REAL ESTATE TRANSFER AGREEMENT

**THIS REAL ESTATE TRANSFER AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), between SUMMIT COUNTY, a political subdivision of the State of Utah (the “**County**”) and MARKET PLACE AT SILVER CREEK CENTER, LLC, a Utah limited liability company (“**MPA**”). The County and MPA are individually referred to as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. The County is the owner of Lot 1 (“**Gillmor Lot 1**”) of FJ Gillmor Subdivision, according to the official plat thereof on file in the Summit County Recorder’s Office (the “**Recorder’s Office**”), consisting of approximately 125.25 acres, off of the Old US 40 Highway (the “**Frontage Road**”) in Summit County, Utah. The zoning of the Gillmor Lot 1 is Rural Residential.

B. MPA is the owner of Lot 10 of the Silver Creek Commerce Center Plat, according to the official plat thereof on file in the Recorder’s Office, consisting of approximately 14.95 acres, and designated as Parcel No. SCO-C-10-2AM (“**Lot 10**”). The zoning of Lot 10 is Community Commercial.

C. The County desires to acquire from MPA approximately 3.2 acres in Lot 10 for the purpose of construction of Paintbrush Road (as defined below), and two roundabouts on Silver Creek Drive, together with expanded rights-of-way on Silver Creek Drive and the Frontage Road, as generally depicted on the map set forth in Exhibit A (together, the “**ROW Property**”). MPA desires to trade the ROW Property to the County in exchange for approximately 3.044 acres of land within the Gillmor Lot 1, as generally depicted on the map set forth in Exhibit A (the “**Gillmor Property**” and together with the ROW Property, the “**Trade Property**”), with the actual acreages of both the ROW Property and Gillmor Property to be determined by the Survey (as defined below).

D. As further consideration for the ROW Property, the County agrees to process the Zoning Interpretation (defined below).

E. The Parties desire to enter into this Agreement in order to effectuate the transfer of the Trade Property.

### AGREEMENT

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

1. Recitals and Exhibits. The recitals set forth above and the exhibits are true, correct and complete in all material respects, and the Parties hereto incorporate the above recitals and the exhibits by this reference into this Agreement to the same extent as if set forth in the

body of this Agreement.

2. Survey. Within ten (10) days following the Effective Date, the Parties agree to engage a surveyor licensed in the State of Utah to perform surveys of the ROW Property and the Gillmor Property (the “**Survey**”), to determine actual metes and bounds descriptions and as-surveyed areas for each of the ROW Property and the Gillmor Property, consistent with Exhibit A. The Exhibit A depiction is general in nature and the approximate acreages referenced in Recital C above shall be “trued up” based upon the Survey as follows: (a) the ROW Property shall contain the sum of all areas required for: (i) 20 feet of additional right-of-way width along the east side of Frontage Road for a distance of approximately 980 feet (Area E), (ii) the proposed expansion of the existing roundabout at the intersection of the Frontage Road and Silver Creek Drive having an outer diameter of 375 feet (the “**Silver Creek Roundabout**”) (Area D), (iii) 20 feet of additional right-of-way width along the south side of Silver Creek Drive for a distance of approximately 715 feet (Area C), (iv) the new 80’ right of way for the proposed new public street to be known as “**Paintbrush Road**” located on the east side of Lot 10 (Area A), and (v) the proposed new roundabout at the intersection of Silver Creek Drive and Paintbrush Road (the “**Paintbrush Roundabout**”) (Area B); and (b) the Gillmor Property shall be that portion in the northwest corner of the Gillmor Lot 1 containing an area equal to the area within the portions of Lot 10 contained within Paintbrush Road, the expanded Frontage Road right-of- way, the area of a boundary nine feet (9’) deep for the full length of the western edge of Paintbrush Road (Area F), and 75% of the combined acreage contained within the expanded Silver Creek right-of-way, the Silver Creek Roundabout, and the Paintbrush Roundabout. The Parties agree to equally share in the cost of the Survey. The County and MPA shall require the surveyor to complete and deliver the Survey within sixty (60) days of commencement. The Parties shall each have the right to reasonably in its discretion determine and approve in writing the Survey and the respective property boundaries in accordance with the above (if and as mutually approved in writing, the “**Survey Acceptance**”).

3. Trade Property. At the Closing (as defined below), the County shall convey to MPA by Special Warranty Deed the Gillmor Property, in form and substance consistent with Exhibit B, attached hereto (the “**County Deed**”), in consideration of MPA’s simultaneous conveyance to the County by Special Warranty Deed of the ROW Property, in form and substance consistent with Exhibit C, attached hereto (the “**MPA Deed**”). There shall be no proration of real property taxes. There are no water rights associated with the Trade Property. Each Party accepts the deeds set forth herein in their “as is, where is” condition and neither Party makes any representations or warranties regarding the same except for each’s warranty as to title contained in each deed.

4. Preconditions to Closing.

4.1 Zoning Interpretation. The County, acting in its land use capacity and not in its capacity as a property owner, shall process a zoning interpretation under Summit County Code §10-2-15 (the “**Zoning Interpretation**”), wherein the traded lands will each bear the zoning of their respective receiving areas. The County does not pre-determine or make any representations as to the outcome of the Zoning Interpretation. The Zoning Interpretation requires a recommendation from the Snyderville Basin Planning Commission and a final decision from the Summit County Council (the “**Council**”). The Zoning Interpretation may be

processed concurrently with the subdivision plat amendments described in Section 4.2 below.

4.2 Plat Amendments. Within sixty (60) days of Survey Acceptance, if applicable, each Party shall make an application to the County for a subdivision plat amendment corresponding respectively to the Gillmor Property (the “**FJ Gillmor Subdivision 2<sup>nd</sup> Amendment**”) and the ROW Property (the “**Silver Creek Commerce Center Plat, Lot 10 Amendment**,” together with the FJ Gillmor Subdivision 2<sup>nd</sup> Amendment, the “**Plat Amendments**” or individually, a “**Plat Amendment**”), as appropriate, and bear each Party’s respective costs associated with the preparation, approval, and recording of each. The County’s review and potential approval of the Plat Amendments shall be conducted pursuant to the County’s capacity as the land use authority and not in its capacity as a land owner.

4.2.1 The County agrees to waive all Plat Amendment fees associated with each application.

4.2.2 All public utilities along public roads shall be located within the County’s rights-of-way.

4.2.3 All intersections must meet County and AASHTO design standards.

4.2.4 With the exception of Transportation and/or Traffic Impact Fees, Lot 10 shall not bear any additional costs associated with County sponsored traffic improvements which relate to Lot 10.

4.2.5 Lot 10 shall have access to all public roads and utility rights-of-way in accordance with the provisions and requirements set forth in the Summit County Code.

4.2.6 The Parties shall reasonably cooperate with each other during the design of and planning for the Plat Amendments to anticipate the need to manage and mitigate for any storm water drainage or sheet flows emanating from or discharging upon their respective properties and to agree upon the proper allocations of such costs (if any).

4.3 Satisfaction of Closing Conditions; No Encumbrances.

4.3.1 Closing Conditions. The Parties attainment of the Survey Acceptance, the Zoning Interpretation and the Plat Amendments are collectively referred to herein as the “**Closing Conditions**”. If the Closing Conditions are not satisfied on or before July 31, 2022, either Party may terminate this Agreement at any time thereafter by giving written notice to the other Party, in which case neither Party shall have any obligations to or claims against the other Party.

4.3.2 No Encumbrances. After the Survey Acceptance, neither Party will encumber or transfer any interest in or to the Trade Property inconsistent with this Agreement.

5. Closing. The transactions contemplated by this Agreement shall be settled and closed (the "**Closing**") through escrow ("**Escrow**") at the offices of First American Title Insurance Company, 215 South State Street, Suite 280, Salt Lake City, Utah 84111 (Attn: Carol Pauli, cpauli@firstam.com, 801-578-8807), (the "**Escrow Agent**"). The Closing shall be conditioned upon the Parties' successfully obtaining or satisfying the Closing Conditions, it being expressly understood that the Parties' respective benefits of Trade Property cannot be satisfactorily achieved and the Closing cannot proceed without the satisfaction of the Closing Conditions. At the Closing, the Parties shall do the following: (a) each Party shall pay into Escrow the cost of any owner's policy of title insurance that such Party wishes to purchase from the Escrow Agent on the property such Party is receiving, together with the costs of recording such Party's deed and Plat Amendment, and any other proportional Closing or Escrow fees charged by the Escrow Agent; (b) the County shall execute and deliver into Escrow the FJ Gillmor Subdivision 2<sup>nd</sup> Amendment and County Deed; and (c) MPA shall execute and deliver into Escrow the Silver Creek Commerce Center Plat, Lot 10 Amendment, and MPA Deed (collectively, the "**Closing Deliverables**"). When the Escrow Agent is in possession of the Closing Deliverables and is prepared to issue an owner's policy of title insurance covering any of the properties, as appropriate, Escrow Agent shall record the deeds and Plat Amendments (in that order), and retain for itself the Closing costs and title insurance premium(s).

6. Environmental Indemnification. Each Party (the "**Indemnifying Party**"), at its sole cost and expense, hereby irrevocably and unconditionally agrees to defend, protect, indemnify and hold the other Party (the "**Indemnified Party**") harmless from and against any and all expenses, claims, demands, suits, at law or equity, actions, penalties, losses, damages, fines, costs, of whatsoever kind and nature, incurred by the Indemnified Party relating to, resulting from or otherwise attributable to, directly or indirectly, with respect to the Gillmor Property, as it relates to the County as the Indemnifying Party, and the ROW Property, as it relates to MPA as the Indemnifying Party: (i) any hazardous substance present or alleged to be present in, upon, under, over or at, or emanating from or alleged to be emanating from the respective properties, whether or not such hazardous substances were produced, stored, used or transported in compliance with applicable federal, state and local environmental laws and regardless of whether such hazardous substances are present (or alleged to be present) at or emanating (or are alleged to be emanating) from either the Gillmor Property or the ROW Property, as the case may be, (ii) any activity (and the consequences thereof), including any release of hazardous substances, or claimed activity (and the consequences thereof) carried on or undertaken on or off of the Gillmor Property or the ROW Property, as the case may be, whether by the appropriate Indemnifying Party, any predecessor in title, or any employees, agents, contractors or subcontractors of the foregoing, or any third parties at any time occupying or present on either of these properties, without limitation, in connection with the handling, treatment, removal, storage, decontamination, clean-up, restoration, transport or disposal of any Hazardous Substance at any time located or present on, under or incorporated in, or used in connection with either of these properties, (iii) the violation (and the consequences thereof) or claimed violation (and the consequences thereof) of any applicable federal, state or local environmental law affecting either of these properties, (iv) the nonperformance (and the consequences thereof) or delay in performance (and the consequences thereof) of any corrective work, to include remediation and restoration work done or required by governmental entities to be done on either of these properties, (v) any place or location used for the disposal of hazardous

substances by the Indemnifying Party or their predecessors-in-interest, whether for its own behalf or on behalf of others, (vi) any other environmental matter, and any action or inaction of the Indemnifying Party or their predecessors-in-interest with respect thereto, (viii) any discharge, release or emission, or any alleged discharge, release or emission, of any hazardous substance upon or from the respective properties into the environment, (ix) any use of these properties at any time as a permanent or temporary treatment, storage or disposal site for any hazardous substances to any location which is listed or proposed for listing under CERCLA or on any similar state list or which is the subject of federal, state or local enforcement actions or other investigations.

7. Notices. Any notice to be given by any Party to the other with respect to this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery to the other Party at the address set forth below (or upon the refusal of any such attempted personal delivery), or (ii) one (1) day after deposit with a nationally recognized air courier service for overnight delivery, addressed as set forth below, with delivery charges prepaid, or (iii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid (or as of any earlier date evidenced by a receipt from the United States Postal Service). Notices shall be addressed as follows:

County: Summit County  
County Manager  
60 N. Main St., P.O. Box 128  
Coalville, Utah 84017

With a copy to: David L. Thomas  
Chief Civil Deputy  
60 N. Main St., P.O. Box 128  
Coalville, Utah 84017

MPA: Marketplace at Silver Creek Center, LLC  
Attn: Stephen Coleman  
PO Box 681329  
Park City, UT 84068

With a copy to: Anderson & Karrenberg  
Attn: Steven W. Dougherty  
Broadway Media Building  
50 West Broadway, Suite 600  
Salt Lake City, UT 84101

Any Party may designate a different address for itself by giving written notice in the manner required by this Section 7.

8. No Third-Party Beneficiary. No term or provision of this Agreement or the exhibits attached hereto is intended to be, nor shall any such term or provision be construed to

be, for the benefit of any person, firm, corporation, or other entity not a Party hereto or successor in interest to a Party, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by all Parties hereto.

9.2 Successors and Assigns. This Agreement shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

9.3 Interpretation. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party.

9.4 Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9.5 Severability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9.6 Applicable Law. This Agreement, and the interpretation, validity, effect and performance hereof, shall be governed by the laws of the State of Utah. Any action brought to interpret or enforce this Agreement shall be brought exclusively in the Third Judicial District Court for Summit County, Utah, Silver Summit Department.

9.7 Time is of the Essence. Time is expressly made of the essence of each and every provision of this Agreement.

9.8 Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

9.9 Non-Fiduciary or Agency Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an “arms-length” transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third party inconsistent with this Section 9.9.

9.10 Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Agreement, which shall be fully binding upon each Party who executes the same. Further, executed copies of this Agreement delivered by facsimile, email, DocuSign, or other similar electronic means shall be deemed an original signed copy of this Agreement.

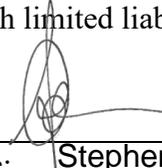
9.11 Survival. The provisions of this Agreement shall survive the Closing and the delivery and recordation of the Deeds and the Plat Amendments.

9.12 Timing of Construction of Improvements. The County, in its sole and absolute discretion, shall determine the timing and phasing for the construction and installation of any roadway or utility improvements, over, upon, through, under, or across the ROW Property.

IN WITNESS WHEREOF, each of the Parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the Effective Date.

MPA:

MARKETPLACE AT SILVER CREEK CENTER,  
LLC, a Utah limited liability company

By:   
Name: Stephen Coleman  
Its: ~~XXXXXX~~ Manager

EXECUTED: March 10, \_\_\_\_\_, 2022.

COUNTY:

SUMMIT COUNTY, a body corporate and politic  
of the State of Utah

By: THE COUNTY MANAGER

By: \_\_\_\_\_  
Thomas C. Fisher  
County Manager

EXECUTED: \_\_\_\_\_, 2022.

CONSENT

By: Christopher F. Robinson  
Chair, Summit County Council

EXECUTED: \_\_\_\_\_, 2022.

ATTEST:

---

Evelyn Furse  
County Clerk

APPROVED AS TO FORM:

---

David L. Thomas  
Chief Civil Deputy Summit County Attorney

**EXHIBIT A**  
**To**  
**Real Estate Transfer Agreement**

Map

[See Attached]

**EXHIBIT B**  
**To**  
**Real Estate Transfer Agreement**

County Deed

[See Attached]

**AFTER RECORDED, PLEASE RETURN TO:**

Anderson & Karrenberg  
Attn: Steven W. Dougherty  
Broadway Media Building  
50 West Broadway, Suite 600  
Salt Lake City, Utah 84101

Tax Parcel No. \_\_\_\_\_

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a political subdivision of the State of Utah, having a mailing address at 60 N. Main, Coalville, Utah 84017 (the “**Grantor**”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to Marketplace at Silver Creek Center, LLC, a Utah limited liability company (the “**Grantee**”), having a mailing address at \_\_\_\_\_, all of the Grantor’s right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as follows (the “**Subject Property**”):

[METES AND BOUNDS DESCRIPTION]

SUBJECT TO those permitted exceptions set forth on Exhibit A, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned acknowledges and affirms that no consent of a third party is required for conveyance of the Subject Property.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.



**EXHIBIT C**  
**To**  
**Real Estate Transfer Agreement**

MPA Deed

[See Attached]

**AFTER RECORDED, PLEASE RETURN TO:**

Summit County Attorney  
Attn: David L. Thomas  
Summit County Courthouse  
60 N. Main Street  
Coalville, Utah 84017

Tax Parcel No. \_\_\_\_\_

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Marketplace at Silver Creek Center, LLC, a Utah limited liability company, having a mailing address at \_\_\_\_\_ (the “**Grantor**”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to Summit County, a political subdivision of the State of Utah (the “**Grantee**”), having a mailing address at 60 N. Main, Coalville, Utah 84017, all of the Grantor’s right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as follows (the “**Subject Property**”):

[METES AND BOUNDS DESCRIPTION]

SUBJECT TO those permitted exceptions set forth on Exhibit A, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned acknowledges and affirms that no consent of a third party is required for conveyance of the Subject Property.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Marketplace at Silver Creek Center, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )  
 :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of Marketplace at Silver Creek Center, LLC.

\_\_\_\_\_  
NOTARY PUBLIC

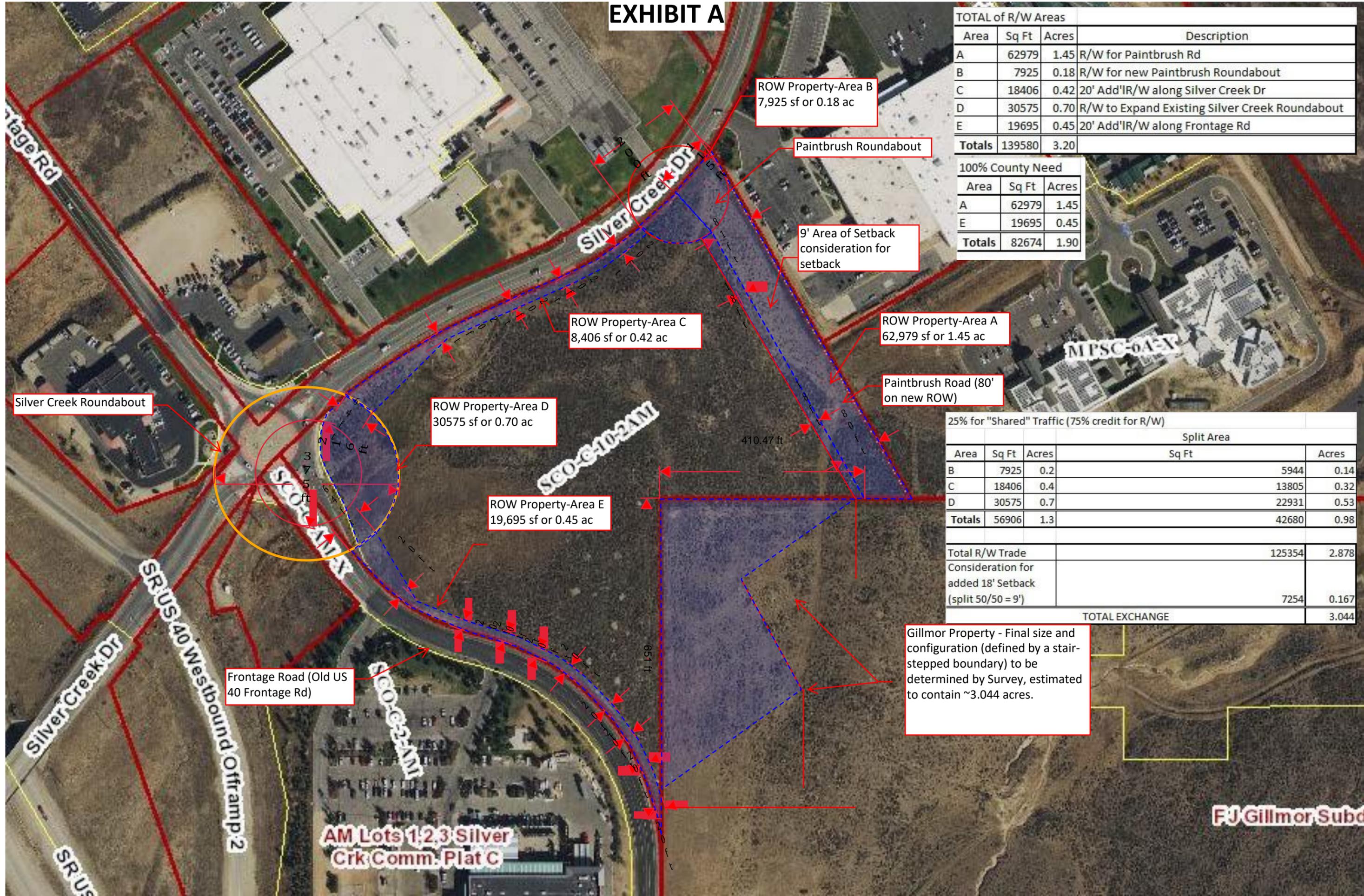
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

[insert Exhibit A, permitted exceptions]

# EXHIBIT A



ROW Property-Area B  
7,925 sf or 0.18 ac

Paintbrush Roundabout

9' Area of Setback  
consideration for  
setback

ROW Property-Area C  
8,406 sf or 0.42 ac

ROW Property-Area A  
62,979 sf or 1.45 ac

Paintbrush Road (80'  
on new ROW)

ROW Property-Area D  
30,575 sf or 0.70 ac

ROW Property-Area E  
19,695 sf or 0.45 ac

Frontage Road (Old US  
40 Frontage Rd)

Gillmor Property - Final size and  
configuration (defined by a stair-  
stepped boundary) to be  
determined by Survey, estimated  
to contain ~3.044 acres.

TOTAL of R/W Areas			
Area	Sq Ft	Acres	Description
A	62979	1.45	R/W for Paintbrush Rd
B	7925	0.18	R/W for new Paintbrush Roundabout
C	18406	0.42	20' Add'l R/W along Silver Creek Dr
D	30575	0.70	R/W to Expand Existing Silver Creek Roundabout
E	19695	0.45	20' Add'l R/W along Frontage Rd
<b>Totals</b>	<b>139580</b>	<b>3.20</b>	

100% County Need			
Area	Sq Ft	Acres	
A	62979	1.45	
E	19695	0.45	
<b>Totals</b>	<b>82674</b>	<b>1.90</b>	

25% for "Shared" Traffic (75% credit for R/W)				
		Split Area		
Area	Sq Ft	Acres	Sq Ft	Acres
B	7925	0.2	5944	0.14
C	18406	0.4	13805	0.32
D	30575	0.7	22931	0.53
<b>Totals</b>	<b>56906</b>	<b>1.3</b>	<b>42680</b>	<b>0.98</b>

Total R/W Trade	125354	2.878	
Consideration for added 18' Setback (split 50/50 = 9')	7254	0.167	
<b>TOTAL EXCHANGE</b>		<b>3.044</b>	

AM Lots 1,2,3 Silver  
Crk Comm. Plat C

FJ Gillmor Subd

**MINUTES**

**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**LEDGES EVENT CENTER**  
**202 EAST PARK ROAD, COALVILLE, UT 84017**  
**WEDNESDAY, FEBRUARY 2, 2022**

Members of the County Council, presenters, and members of public, could attend by electronic means, using Zoom (phone or video).

**To view Council meeting, live, remotely, attendees visited the “Summit County, Utah” Facebook page**  
**OR**  
**To participate in Council meeting remotely, attendees joined the Zoom webinar at <https://zoom.us/j/772302472>**  
**OR**  
**To listen by phone only attendees dialed 1-301-715-8592, Webinar ID: 772 302 472**

The Council was called to order at 1:02 P.M.

**Council Member Wright made a motion to convene in closed session to discuss security. Council Member Stevens seconded, and all voted in favor, (5-0).**

The Summit County Council met in closed session from 1:02 p.m. to 1:25 p.m. to discuss security. The following people were present:

- |  |   |
|--|---|
| <b>Chris Robinson, Council Chair</b>       | <b>Tom Fisher, Manager</b>                        |
| <b>Roger Armstrong, Council Vice-Chair</b> | <b>Janna Young, Deputy Manager</b>                |
| <b>Doug Clyde, Council Member</b>          | <b>Annette Singleton, Executive Assistant</b>     |
| <b>Malena Stevens, Council Member</b>      | <b>Margaret Olson, Attorney</b>                   |
| <b>Glenn Wright, Council Member</b>        | <b>Dave Thomas, Civil Chief Deputy Attorney</b>   |
|  | <b>Phil Bondurant, Health Director</b>            |
|  | <b>Shelley Worley, Deputy Health Director</b>     |
|  | <b>Derek Siddoway, Public Information Officer</b> |

**Council Member Wright made a motion to leave closed session to discuss security and convene in closed session to discuss personnel. Council Member Stevens seconded, and all voted in favor, (5-0)**

The Summit County Council met in closed session from 1:25 p.m. to 2:13 p.m. to discuss personnel. The following people were present:

- |  |  |
|--|--|
| <b>Chris Robinson, Council Chair</b>       | <b>Tom Fisher, Manager</b>               |
| <b>Roger Armstrong, Council Vice-Chair</b> | <b>David Warnock, Personnel Director</b> |
| <b>Doug Clyde, Council Member</b>          |  |

**Malena Stevens, Council Member**  
**Glenn Wright, Council Member**

**Council Member Armstrong made a motion to leave closed session to discuss litigation and convene in closed session to discuss property acquisition. Council Member Clyde seconded, and all voted in favor, (5-0).**

The Summit County Council met in closed session to discuss property acquisition from 2:13 p.m. to 2:32 p.m. The following people were present:

**Chris Robinson, Council Chair**                      **Tom Fisher, Manager**  
**Roger Armstrong, Council Vice-Chair**  
**Doug Clyde, Council Member**  
**Malena Stevens, Council Member**  
**Glenn Wright, Council Member**

**Council Member Clyde made a motion to leave closed session to discuss property acquisition and convene in open session. Council Member Stevens seconded, and all voted in favor, (5-0). (2:32 p.m.)**

**PRESENT:**    **Tom Fisher, Manager**

**ON ZOOM:**

**Chris Robinson, Council Chair**                      **Janna Young, Deputy Manager**  
**Roger Armstrong, Council Vice-Chair**              **Margaret Olson, Attorney**  
**Doug Clyde, Council Member**                      **Dave Thomas, Civil Chief Deputy Attorney**  
**Malena Stevens, Council Member**                  **Dan Adams, Langdon Group**  
**Glenn Wright, Council Member**                      **Ben Stireman, Sovereign Lands Prgm. Coord.**  
**Jess Kirby, Public Lands Manager**  
**Matt Leavitt, Finance Officer**  
**Michelle Anderson, NSFSD Board Chair**  
**Ryan Stack, Civil Deputy Attorney**  
**Eve Furse, Clerk**  
**Brian Craven, IT Specialist**

**Pledge of Allegiance (2:33 P.M.)**

**Work Session (2:33 P.M.)**

**Legislative update; Janna Young (2:34 P.M.)**

Janna Young, Deputy Manager, presented a Legislative update to the Council Members. Council members asked questioned to which Deputy Manager Young and Civil Chief Deputy Attorney Dave Thomas responded.

**Discussion and possible adoption of Council-Manager Compact for County Work Plan Summit County 2022 Fiscal Year; Tom Fisher and Janna Young (2:58 P.M.)**

Tom Fisher, Manager, and Janna Young, Deputy Manager, presented the Council-Manager Compact for the County Work Plan for 2022 for adoption.

Council Member Clyde moved to adopt the work plan. Council Member Wright seconded the Motion. (3:46 P.M.) Council Chair Wright postponed the vote until the Council got to the Consideration for Approval part of the agenda.

**Presentation by The Division of Forestry, Fire and State Lands regarding its Weber River assessment; Dan Adams and Ben Stireman (3:47 P.M.)**

Dan Adams of the Langdon Group presented the Division of Forestry, Fire and State Lands Weber River and Uinta Watershed Council. Ben Stireman, Sovereign Lands Program Administrator, supported the presentation.

**Discussion on the mechanics of and approach to GO Bond for open space; Jess Kirby and Matt Leavitt (4:10 P.M.)**

Jess Kirby, Public Lands Manager, and Matt Leavitt, Finance Officer, led a discussion on the mechanics of and approach to the General Obligation (GO) Bond for open space, providing background and bond issuing timelines. Council members provided feedback and recommendations for direction.

**Convene as the Governing Board of North Summit Fire Service District (4:55 P.M.)**

**Council Member Clyde moved to convene as the Governing Board of North Summit Fire Service District. Council Member Wright seconded the motion; all voted in favor (5-0). (4:55 P.M.)**

**Continued discussion and possible adoption of Bylaws of the Administrative Control Board; Michelle Anderson and Ryan Stack. (4:56 P.M.)**

Michelle Anderson, North Summit Fire Service District (NSFSD) Board Chair, and Ryan Stack, Civil Deputy Attorney, presented the Bylaws of the Administrative Control Board for continued discussion and possible adoption. Council asked questions and amended the proposed Bylaws to prohibit immediate family members of a North Summit Fire District employee or volunteer from serving as Board Members.

**Council Member Armstrong moved to adopt the Bylaws of the Administrative Control Board with the changes as discussed and submitted to Council Chair for approval. Council Member Stevens seconded the motion; all voted in favor (5-0). (5:07 P.M.)**

**Council Member Stevens moved to dismiss as the Governing Board of North Summit Fire Service District and reconvene as County Council. Council Member Wright seconded the motion; all voted in favor (5-0). (5:08 P.M.)**

**Consideration of Approval** (5:08 P.M.)

**Discussion and possible adoption of Council-Manager Compact for County Work Plan Summit County 2022 Fiscal Year; Tom Fisher and Janna Young** (5:08 P.M.)

**Council Member Stevens moved to adopt the Council-Manager Compact for County Work Plan Summit County 2022 Fiscal Year. Council Member Wright seconded the motion; all voted in favor (5-0).** (5:08 P.M.)

**Approval of Council Minutes dated December 1, 2021, and January 10, 2022.** (5:10 P.M.)

**Council Member Wright moved to approve the December 1, 2021, and January 10, 2022 Council Minutes. Council Member Stevens seconded the motion; all voted in favor (5-0).** (5:10 P.M.)

**Council comments** (5:11 P.M.)

Council Member Stevens thanked Deputy Manager Janna Young for her summary of the legislative updates, which she echoes from her attendance at Utah Association of Counties (UAC) meetings. She and Council Member Robinson attended a High Valley Transit Board of Trustees meeting last week where they discussed staffing needs.

(5:12 P.M.) Council Member Clyde stated his position that the County needs to start working immediately with Park City towards common goals of affordable housing and transportation. The City is open to it, and the County should respond in kind. or cultural heritage.

(5:13 P.M.) County Manager Fisher explained that he, Council Chair Robinson, Vice Chair Armstrong had plans to meet with Park City's Mayor and City Manager next to start coordination.

(5:14 p.m.) Council Member Armstrong attended the Chamber of Commerce sustainable tourism study presentation today from Dr. Kelly Bricker who coordinated the study. Generally Summit County and Park City scored high. There are a couple of areas that need resources and attention. The County has not put a lot of thought towards wildlife policies or ordinances to help protect wildlife. The County could also do better with respect to cultural heritage and historical and cultural assets.

(5:17 p.m.) Council Member Wright spent lots of time in meetings with UAC and the Utah State Association of County Commissions and Councils (USACCC). There is unanimity on resisting interference with county governments. Additionally, Council Member Wright meets frequently with the Community Renewable Energy Agency (CREA) Board or Design Committee. They had a meeting with Rocky Mountain Power about how rates would be decided. They negotiated a Non-Disclosure Agreement. He learned about how RMP calculates costs, which is a procedure approved by the Public Service Commission. It is very complex program that takes hours to process, and its related to their integrated resource plan, which also has to be approved by the Public Service Commission. RMP has opened up about where we can negotiate on future costs of renewable energy. He also attended a meeting on Senior housing issues with Mayor Nann Worrell and the Seniors Committee. He is listening to concerns about their desire for a continuing care facility. He is providing information on how the County works in this regard and what resources may be available.

(5:23 P.M.) Council Member Armstrong also added that this February people can ride public transit for free. It is called free fare February, and Council Member Armstrong encouraged everyone to take advantage of it.

**Consideration of Approval cont'd** (5:24 P.M.)

**Discussion and approval of Proclamation 2022-01, a Proclamation Recognizing Jami R. Brackin for 20+ Years of Public Service to the Citizens of Summit County, Utah; Margaret Olson** (5:25 P.M.)

Margaret Olson, Attorney, presented for approval Proclamation 2022-01, a Proclamation Recognizing Jami R. Brackin for over 20 Years of Public Service to the Citizens of Summit County, Utah

**Council Member Stevens moved to approve Proclamation 2022-01, a Proclamation Recognizing Jami R. Brackin for 20+ Years of Public Service to the Citizens of Summit County, Utah. Council Member Clyde seconded the motion; all voted in favor (5-0).** (5:36 P.M.)

**Council comments cont'd** (5:38 P.M.)

Council Chair Robinson informed fellow Council Members that they have received invitations to events around 20<sup>th</sup> anniversary of 2002 Winter Olympics. He also noted that the High Valley Transit Board of Trustees has a lot going on trying to deal with burgeoning ridership and facilities issues.

**Manager comments** (5:39 P.M.)

(5:39 P.M.) Manager Tom Fisher talked about the Chamber of Commerce's efforts organizing around destination management. He and his staff attended the same presentation Council Member Armstrong mentioned yesterday. They provided lots of the information that went into that report. Now they will hone in on what goals the community wants to take on. The Friends of Responsible Development sent a letter with ideas for the Dakota Pacific development and other topics about land use planning. They have agendaed a further conversation with Friends about a sub-committee involving them, staff, and the applicant as a way to get at items to be included in a further proposal. Conditions have changed. The applicant has been meeting with a lot of community groups. The applicant's consent is necessary, and they no longer think a meeting is in their best interest. Staff will clarify process as part of the agenda item next week. Dakota Pacific does not have a proposal and did not ask for an agenda item. Staff is just going to let the public know what they expect to happen in the future.

On 2/8 there will be the Olympic cauldron lighting in Salt Lake City and a Team USA hospitality house event in Park City. On 2/12 there will be another Team USA hospitality house event in Park City. On 2/25-27 there will be a hospitality event for youth and jr. biathlon championships.

(5:54 P.M.) Council Chair Wright noted that he met with others as the Boundary Commission on Monday evening and set 2/14 as the date for the protest hearing of Park City's Richardson Flat Annexation beginning at 6:00 pm.

(5:54 P.M.) Attorney Margaret Olson noted significant hires in the County Attorney's Office. They had stellar applicants and hired a 30-year resident of Summit County. Currently agency counsel for the state. Litigator. Linda Viti will join the office on 2/14.

They also filled their new part time investigator position with Capt. Andrew Latham starting 2/17. They have one more position open, victim coordinator.

(5:59 P.M) Clerk Eve Furse noted that the Clerk's Office hired Jennifer Lee to fill their full-time elections clerk position.

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

The public had the opportunity to submit comments to Council by emailing [publiccomments@summitcounty.org](mailto:publiccomments@summitcounty.org) by 12:00 p.m. on Wednesday, February 2, 2022. People who wished to interact with Council at 6:00 p.m. for public input were asked to follow the "Public Comment and Public Hearing Instructions".

Council Chair Robinson opened the meeting for public input. (6:01 P.M.)

(6:01 p.m.) Brandy Hatch Skylling, Joint District Commissioner (DC) of the Park City Pony Club addressed Council about the need to support equestrian facilities. The Club is interested in preserving horses in Summit County and the greater Snyderville Basin. They would like consideration for facilities to support equestrians. She sent a proposal e-mail to the County to provide access to horses and to diversify access. Open space for horses and equestrians in the County would really benefit the community. The horses are disappearing. Oakley's equestrian facilities are great, but with all the indoor arenas, horses are going to disappear. People can't afford \$1200/month board in Snyderville. If the community doesn't create affordable facilities the sport will be limited to the very, very rich. Ms. Skylling thanked the Council for their significant work as she noted their whole day of meetings.

(6:06 p.m.) Debbie Scoggin from Old Ranch Road thanked the Council for their work acknowledging the extensive array of topics addressed by the Council just today. As of 2/14 Ms. Scoggin will have been on Old Ranch Rd for 30 years. She started going to public hearings by her second month in the house. Old Ranch Rd wouldn't look the way it does now if the neighbors didn't all stay in the fight together to prevent development from going crazy. The neighbors are either tired and old or young and busy, but she represents a number of them. Summit County needs to control accessory buildings. The Planning Commission needs site visits before they consent on any buildings. Five people agree an incursion in the near view buffer could have been prevented with a site visit 1992 and 1996 Old Ranch Rd. double meeting development. The existing neighborhood plan has not changed since 1992, it was updated in 1996. The purpose of the Old Ranch Road zoning is to maintain an open, rural feeling, an agricultural and equestrian feeling, . . . preservation of habitats and views are of the utmost importance. She presented a picture of a caretaker's lodge and detached garage put in the open space. The near view buffer should have been protected. 5 neighbors are all very upset. The accessory building ordinance should address this. The accessory buildings should have been put back with the house off the road. In addition, the neighborhood plan says generally, no commercial use should be allowed in the neighborhood however commercial may be appropriate in limited locations with proper conditions. However the new Accessory buildings code sections allow a wide variety of uses. Now these people have an interior design firm, that will have 3-4 cars all the time. For 30 years the neighbors stopped commercial. Now all of the sudden, it's opened up. The neighborhood is popular because of how it looks. At a minimum, make the accessory buildings set back and preferably with no commercial. Please preserve it.

Council Member Robinson noted that when the Council changed the accessory building code they didn't change the type of uses. The Council could look at front yard setbacks in the area.

Council Chair Robinson closed public input. (6:27 P.M.)

**Consideration of Approval cont'd** (6:27 P.M.)

**Discussion about the Council-Manager Compact for County Work Plan Summit County 2022 Fiscal Year; Tom Fisher and Janna Young**

Council Members continued to discuss the strategic priority regarding local housing choice and social equity.

**Council Member Clyde moved to adopt an amendment to the Council-Manager Compact for County Work Plan Summit County 2022 Fiscal Year. Council Member Stevens seconded the motion; all voted in favor (5-0).** (6:35 p.m.)

**Council Member Stevens made a motion to convene in closed session to discuss personnel. Council Member Wright seconded, and all voted in favor, (5-0).** (6:36 p.m.)

The Summit County Council met in closed session at 6:38 p.m. to discuss personnel. The following people were present:

<b>Chris Robinson</b> , <i>Council Chair</i>	<b>Tom Fisher</b> , <i>Manager</i>
<b>Roger Armstrong</b> , <i>Council Vice-Chair</i>	<b>Janna Young</b> , <i>Deputy Manager</i>
<b>Doug Clyde</b> , <i>Council Member</i>	<b>Margaret Olson</b> , <i>Attorney</i>
<b>Malena Stevens</b> , <i>Council Member</i>	<b>Dave Thomas</b> , <i>Civil Chief Deputy Attorney</i>
<b>Glenn Wright</b> , <i>Council Member</i>	<b>David Warnock</b> , <i>Personnel Director</i>

**Council Member Armstrong made a motion to leave closed session to discuss personnel and convene in closed session to discuss litigation. Council Member Clyde seconded, and all voted in favor, (5-0).**

The Summit County Council met in closed session to discuss litigation. The following people were present:

<b>Chris Robinson</b> , <i>Council Chair</i>	<b>Tom Fisher</b> , <i>Manager</i>
<b>Roger Armstrong</b> , <i>Council Vice-Chair</i>	<b>Janna Young</b> , <i>Deputy Manager</i>
<b>Doug Clyde</b> , <i>Council Member</i>	<b>Margaret Olson</b> , <i>Attorney</i>
<b>Malena Stevens</b> , <i>Council Member</i>	<b>Dave Thomas</b> , <i>Civil Chief Deputy Attorney</i>
<b>Glenn Wright</b> , <i>Council Member</i>	

**Council Member Stevens moved to adjourn; Council Member Wright seconded the motion; all voted in favor, 5-0.**

The Council meeting adjourned.

---

**Chris Robinson, *Chair***

---

**Eve Furse, *Clerk***



**Interview applicant for vacancy on the North Summit Recreation Special Service District (12:56 P.M.)**

Council members interviewed applicant, John Hansen, for the vacancy on the North Summit Recreation Special Service District.

**Interview applicants for vacancies on the Snyderville Basin Planning Commission (1:15 P.M.)**

Council members interviewed the following applicants for three vacancies on the Snyderville Basin Planning Commission:

1. Tyann Mooney (1:15 p.m.)
2. Tony Tyler (1:33 p.m.)
3. Chris Conabee (1:57 p.m.)
4. DJ Hubler (2:22 p.m.)
5. Alex Natt (2:38 p.m.)

The vacancies were the result of Crystal Simons and Chris Conabee's terms expiring on February 28, 2022 and Ryan Dickey resigning on January 18, 2022. Rosemary Sullivan withdrew her application and did not interview.

**Council Member Wright made a motion to convene in closed session to discuss personnel. Council Member Stevens seconded, and all voted in favor, (4-0). (2:59 p.m.)**

The Summit County Council met in closed session from 2:59 p.m. to 3:28 p.m. to discuss personnel. The following people were present:

<b>Chris Robinson</b> , <i>Council Chair</i>	<b>Tom Fisher</b> , <i>Manager</i>
<b>Roger Armstrong</b> , <i>Council Vice-Chair</i>	<b>Janna Young</b> , <i>Deputy Manager</i>
<b>Glenn Wright</b> , <i>Council Member</i>	<b>Annette Singleton</b> , <i>Executive Assistant</i>
<b>Malena Stevens</b> , <i>Council Member</i>	<b>Margaret Olson</b> , <i>Attorney</i>
	<b>Dave Thomas</b> , <i>Civil Chief Deputy Attorney</i>
	<b>David Warnock</b> , <i>Personnel Director</i>

**Council Member Wright made a motion to leave closed session to discuss personnel and convene in closed session to discuss litigation. Council Member Stevens seconded, and all voted in favor, (4-0).**

The Summit County Council met in closed session from 3:28 p.m. to 4:31 p.m. to discuss litigation. The following people were present:

<b>Chris Robinson</b> , <i>Council Chair</i>	<b>Tom Fisher</b> , <i>Manager</i>
<b>Roger Armstrong</b> , <i>Council Vice-Chair</i>	<b>Janna Young</b> , <i>Deputy Manager</i>
<b>Glenn Wright</b> , <i>Council Member</i>	<b>Annette Singleton</b> , <i>Executive Assistant</i>
<b>Malena Stevens</b> , <i>Council Member</i>	<b>Margaret Olson</b> , <i>Attorney</i>



**Work Session continued** (4:25 P.M.)

**Pledge of Allegiance** (4:25 P.M.)

**Legislative update; Janna Young** (4:26 P.M.)

Janna Young, Deputy Manager, presented a Legislative update to the Council Members. Council Members asked questions, and Deputy Manager Young responded.

**Consideration of Approval** (4:54 P.M.)

**Discussion and adoption of Resolution 2022-03, a Resolution Authorizing Board Member to Receive Compensation for Service on the Board of Directors of the Utah Local Governments Trust.** (4:54 P.M.)

Council Chair Robinson recused himself from the discussion. Council Vice Chair Armstrong led the discussion. County Manager Tom Fisher and Civil Chief Deputy Attorney Dave Thomas provided background information.

**Council Member Clyde moved to adopt a Resolution Authorizing Board Member Chris Robinson of the Summit County Council to Receive Compensation for Service on the Board of Directors of the Utah Local Governments Trust. Council Member Stevens seconded the motion; all voted in favor (4-0) (Robinson Abstaining).** (4:58 P.M.)

Council Member Clyde moved to amend the motion to include the title of the Resolution as Resolution 2022-03. Council Member Stevens accepted the Amendment, and seconded. All voted in favor (4-0) (Council Chair Robinson Abstaining). (4:59 P.M.)

**Work Session continued** (4:59 P.M.)

**Dakota Pacific Development Agreement process update; Pat Putt and Dave Thomas** (5:00 P.M.)

Pat Putt, Community Development Director and Dave Thomas, Civil Chief Deputy Attorney, presented a process update for the Dakota Pacific Development Agreement.

**Consideration of Approval cont'd** (5:24 P.M.)

**Appoint member to serve on the Timberline Special Service District with a term of service to expire December 31, 2025** (5:24 P.M.)

**Council Member Wright moved to appoint Logan Jones to serve on the Timberline Special Service District with a term of service to expire December 31, 2025. Council Member Clyde seconded the motion; all voted in favor (5-0).** (5:25 P.M.)

**Appoint member to serve on the North Summit Recreation Special Service District with a term of service to expire December 31, 2025** (5:26 P.M.)

**Council Member Wright moved to appoint John Hansen to fill the unexpired term of Beau Morrill on the North Summit Recreation Special Service District with a term of service to expire September 30, 2023. Council Member Stevens seconded the motion; all voted in favor (5-0). (5:27 P.M.)**

**Appoint members to serve on the Snyderville Basin Planning Commission. (5:30 P.M.)**

**Council Member Stevens moved to reappoint Chris Conabee and appoint DJ Hubler to serve on the Snyderville Basin Planning Commission with a term of service to expire February 28, 2025, and to appoint Tyann Mooney to serve the unexpired term of Ryan Dickey on the Snyderville Basin Planning Commission with a term of service to expire February 28, 2024. Council Member Wright seconded the motion; all voted in favor (5-0). (5:32 P.M.)**

**Advice and consent of County Manager's recommendation to appoint a member to serve on the Summit County Board of Health (5:32 P.M.)**

County Manager Tom Fisher explained his selection process in recommending the appointment of Heidi Gordon to the Summit County Board of Health.

**Council Member Wright moved to appoint Heidi Gordon to serve the unexpired term of Marc Watterson on the Summit County Board of Health with a term of service to expire December 31, 2022. Council Member Stevens seconded the motion; all voted in favor (5-0). (5:34 P.M.)**

**Manager comments (5:35 P.M.)**

Manager Tom Fisher notified Council that there is a legislative management conference in Ogden from April 22-24, 2022.

**Council comments (5:35 P.M.)**

Council Member Clyde received a couple of phone calls about bond money and the proposed process for spending them. He took a trip to Echo yesterday. Staff has suggested operating the rail trail all the way to Echo. He thinks Echo is a historic place in the County that needs to be saved.

(5:40 P.M.) Council Member Stevens will sit on a Connect Summit County panel about increasing mental health services. She encouraged people to attend. The panel will be Wednesday February 16<sup>th</sup> from 10-11:30 a.m. on Zoom and can be accessed through the Connect Summit County website. Council Member Stevens had a great meeting last week with Chair Kim Carson and Executive Director Caroline Rodriguez getting ready for tomorrow's meeting.

(5:41 P.M.) Council Member Wright had several meetings with the Community Renewable Energy Agency with the design committee and the board. Topics included termination fees. He also met with a group of 20 senior citizens interested in bringing a continuum of care facility into the community.

(5:46 P.M.) Council Member Armstrong reported that he was working on North Summit Fire District, which the Council will discuss shortly. He attended Olympic gatherings around town. And the night prior had attended a Board of Health meeting.

(5:46 P.M.) Council Member Robinson made a personal announcement that he will run for another term on the County Council.

Council Recessed from 5:47-6:00 P.M.

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

The public had the opportunity to submit comments to Council by emailing [publiccomments@summitcounty.org](mailto:publiccomments@summitcounty.org) by 12:00 p.m. on Wednesday, February 9, 2022. People who wished to interact with Council at 6:00 p.m. for public input were asked to follow the “Public Comment and Public Hearing Instructions”.

Council Chair Robinson opened the meeting for public input. (6:02 P.M.)

Marianne Cone (6:02 P.M.) is part of a gray ribbon senior housing community committee. The committee comes out of the Park City Senior Center and has between 20 and 55 members. They are gaining momentum. They have a taskforce trying to find a suitable facility for ageing in place. She asked Council to keep them in mind for the F.J. Gilmore parcel.

LuAnn Lukenbach (6:12 P.M.) thanked Council for their work. Ms. Lukenbach stated her concerns with the single road trail in Silver Creek that goes all the way up Silver Creek. She would like to see year-round access to that trail. If there is snow on it, it can't be used. People walking dogs and babies in the road is dangerous. Three miles on the West side of the Road from Bell's Service to the North. This is Service Area 3's trail. Council Member Robinson noted that the trail is not in the County's jurisdiction. Service Area Three has responsibility for the trail. Ms. Lukenbach proposed having snowmobilers on odd days, which would help pack down the snow, and walkers and horses on even days. However, she heard the County prohibits snowmobiles. Manager Fisher offered to try to help work on a solution.

Chris Roon (6:19 P.M.) wanted to follow up on Marianne Cone's comments. He is a member of the Gray Committee. The Committee has had discussions with the County and Dakota Pacific. Council Chair Wright interrupted to explain that they could not talk about Dakota Pacific because there is a pending obligation. Mr. Roon explained that a developer has to know about this need and have control over the land to start the needed center. There is an ideal site at Kimball Junction because of public transportation and grocery already existing.

Darren Boyce (6:23 P.M.) wanted to comment on the North Summit Fire District. Chair Robinson asked Mr. Boyce to hold his comment until the discussion for North Summit Fire District completed.

Council Chair Robinson closed public input. (6:25 P.M.)

**Joint Meeting** (6:25 P.M.)

**Joint meeting with North Summit Fire Service District Administrative Control Board to discuss temporary fire service provision and process for deciding future services** (6:25 P.M.)

Manager Tom Fisher started by introducing Michelle Anderson, Don Winters, Jim Reese, Mike Novak, and Melanie Bosworth who form the Administrative Control Board. He met with Coalville Mayor Marsh, Henefer Mayor Richins, Council Member Robinson, and Council Member Armstrong. At that meeting, the Deputy Chief informed those present that a North Summit Fire District (NSFD) firefighter on duty chose not to support Emergency Medical Services in response to a shooting incident. He also told them that there was a suspected organized effort to not take shifts. The Deputy Chief indicated that he had lost control of the organization and had to step away from his leadership position. The Park City Fire Chief suggested they go to an all call status to support North Summit County following that meeting. It appears there would have been no difference in the outcome of the shooting incident even if the firefighter had responded. There was an investigation of the incident. Some firefighters made demands to replace the Administrative Control Board and rehiring the Chief who was dismissed last fall. Those demands could not be met. The ACB met with the Council suggested a short interlocal agreement with the PCFD to cover North Summit's firefighting needs. The ACB suspended the roster of volunteer firefighters.

The County Council is the governing board for the North Summit Fire District. They appoint an Administrative Control Board to act on their behalf on most matters of policy. Park City Fire District provides EMS services throughout the County. North Summit Fire District has had a practice of responding to non-fire emergency calls until the PCFD can get there.

Michelle Anderson introduced herself. Mike Novak explained the ACB's process going forward. Jim Reese explained that ACB's discussions have been very open and honest, and all five of them agree. Coalville City Council Member Don Winters explained that there is no intention that Park City will take over firefighting in North Summit County.

Darren Boyce (6:55 P.M.) spent 28 years as a firefighter in Phoenix. He suggested that the County leaders should have a partnership and resolve this issue in a nonpublic manner, internally. The community is divided now. Only half the community is going to be supportive going forward.

John Meek (6:59 P.M.) was the Board Chair and part of the board. He echoes everything Mr. Boyce said. He supports what the County is doing and echoed all of these concerns in his resignation letter. He expressed the opinion that the County has a broken system and NSFSD needs to change its culture. He's been in this service for 32 years and stated that this is what happens. North Summit needs people who can respond full time. He doesn't like to see the Board being crucified by the citizens in the district. He supports having Park City Fire take over for NSFSD. It's the only thing that will stop the social blaming.

Mariana Mavor (7:02 P.M) is a full-time resident of Tollgate Canyon for 4 years. She is concerned about the local residents who receive emergency medical services in Tollgate Canyon. She doesn't understand why the Board would terminate their services. She wondered whether the Board knows how long it takes to get someone from Park City to Tollgate Canyon. She heard the ACB said they were working on policies so the firefighters would know what is expected of them. She would like the ACB to confirm that currently there are no policies in place that would allow firefighters to know what is expected of them.

Katherine Rebecca Taylor (7:05 P.M.) is a trained emergency responder. She owns her own research company. Her specialty is Emergency Service Research, and she started

Emergency Service Research at the University of Utah. She would be happy to submit her research analysis when it's done. Some of her conclusions include that the leaders of Summit County have created a mental health crisis for the emergency responders who are already burnt out from the COVID pandemic. There should have been Critical Incident Stress Management Teams and peer support panels that should have been brought in before the situation came to this. These men have been falsely accused of dereliction of duty and insubordination. There should have been a peer review process, not a dictatorial process. The actions taken are drastic, demeaning actions taken against people who have put their lives on the line. She is a certified advanced EMT. This is a leadership problem. The leaders should use the mental health resources available.

Council Chair Robinson closed public input at 7:10 p.m.

Chief Civil Deputy Attorney Dave Thomas stated that the ambulance service has not changed; there will be the same response times as before. The actions taken do not impact Park City EMS.

Park City Fire Chief Bob Zanetti explained that nothing has changed with respect to EMS services. All employees of Park City, North Summit, and South Summit are advanced EMTs.

Council Members asked questions.

Michelle Andersen explained that the ACB was in the process of hiring a full-time chief when this happened, and they have applications in. That's the first step. Then North Summit needs to determine what kind of department it wants.

Chair Robinson proposed a public meeting at Ledges with an outline for discussion and proposals with the different requirements for different fire service models.

**Council Member Stevens moved to adjourn; Council Member Clyde seconded the motion; all voted in favor, 5-0. (7:48 P.M.)**

**Don Winters moved to adjourn the meeting of the North Summit Fire Service District Administrative Control Board. Jim Reese seconded the Motion. All in favor 5-0. (7:50 p.m.)**

The Council meeting adjourned at 7:50 P.M.

---

**Chris Robinson, Chair**

---

**Eve Furse, Clerk**



**MINUTES**

**PARK CITY AND SUMMIT COUNTY JOINT COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
February 15, 2022**

PUBLIC NOTICE WAS GIVEN that the City Council of Park City and the Summit County Council would hold a special joint meeting at the Utah Olympic Park, 3419 Olympic Pkwy, Park City, Utah, 84098, on Tuesday, February 15, 2022 at 2:00 p.m. The meeting was broadcast live from the Facebook page: "City Government of Park City, Utah"

**PRESENT:**

**Doug Clyde**, *Summit Co. Council*  
**Roger Armstrong**, *Summit Co. Vice Chair*  
**Chris Robinson**, *Summit Co. Chair*  
**Malena Stevens**, *Summit Co. Council*  
**Margaret Olson**, *Summit Co. Atty.*  
**Dave Thomas**, *Summit Co. Atty.*  
**Tom Fisher**, *Summit Co. Manager*  
**Eve Furse**, *Summit Co. Clerk*

**Michelle Kellogg**, *Park City Recorder*  
**Matt Dias**, *Park City Manager*  
**Nann Worel**, *Park City Mayor*  
**Tana Toly**, *Park City Council*  
**Becca Gerber**, *Park City Council*  
**Ryan Dickey**, *Park City Council*  
**Max Doilney**, *Park City Council*  
**Margaret Plane**, *Park City Attorney*

**Catherine Raney Norman**, *Salt Lake City-Utah Olympic Committee Chair*  
**Fraser Bullock**, *Salt Lake City-Utah Olympic Committee President/CEO*  
**Colin Hilton**, *Salt Lake City-Utah Olympic Committee Member*  
**Darren Hughes**, *Salt Lake City-Utah Olympic Committee Member*  
**Tom Kelly**, *Salt Lake City-Utah Olympic Committee Member*  
**Lisa Weeks Valiant**, *Salt Lake City-Utah Olympic Committee Member*

**ON ZOOM:**

**Jeremy Rubell**, *Park City Council*

**ABSENT:**

**Glenn Wright**, *Summit Co. Council*

**I. PLEDGE OF ALLEGIANCE** (2:09 p.m.)

Chris Robinson, Summit County Council Chair, led the Pledge of Allegiance and invited the members of the various Councils to introduce themselves.

**II. OLYMPIC DEBRIEFING**

## 1. Olympic Debrief & Update

### *(A) Public Input*

Utah Olympic Legacy Foundation:

- **Colin Hilton**, President and CEO, reviewed his role with 2002 games and stated he had been working with Utah Legacy Foundation since 2006. This organization shared the Olympic history and promoted winter sports. He noted 100% of the Utah Olympic venues were still in use and were busier than right after the games.

Salt Lake City – Utah Committee for the Games:

- **Catherine Raney Norman**, Chair, shared that she was a four-time Olympian and noted the Olympic team moved to Park City in 1999. She currently works with the Youth Sports Alliance (YSA). She explained how the 2002 Olympics came about, how the community came together to support the Olympic and Paralympic movement, and the influence the community has had on the Olympics since that time.
- **Fraser Bullock**, President and CEO, provided his perspective on Park City, talked about the value of the Olympic movement, and reviewed his role in the 2002 games. After September 11, 2001, everyone worked hard to come together for the games. He also spoke to the lasting value and benefits to the community. He emphasized that hosting the Olympics is not about 17 days; it's about future change.
- **Darren Hughes**, Committee Bid Leader and veteran of the 2002 Olympics. He ran the volunteer program? He explained that the spirit of volunteerism is unique here and how proud people were to serve as volunteers. Public opinion polls were distributed, and 80%-89% of respondents favored having another games in Utah.
- **Tom Kelly**, Committee Consultant, spoke about the approach to the Olympic bid as one focused on the legacy. Howard Peterson had his eye on the Legacy from the very start. The 2002 Olympics provided a legacy for local children as demonstrated by the number of Utahns, and Parkites in particular, in the Olympics today. YSA has put 15,000 youth in the sports program in the past 20 years. Youth got involved to have fun, and along the way they learned life lessons.

## 2. Update on Exploratory and Future Games Bid Interests & Efforts to Date **Fraser Bullock. (2:35 p.m.)**

Mr. Bullock recognized people who made the 2002 games happen, including Myles Rademan, Brad Olch, and many others. At the last games, the organizers were amateurs. Now, the infrastructure is in place, and the committee can focus on other things, like sustainability. He asked how they can facilitate permanent change, hold a climate positive Olympics, improve public transportation. The Committee will have a \$2.2 Billion budget in 2030 dollars. They will set aside money for sport legacy in Utah by permanently endowing the Olympic facilities.

The games can act as a facilitator for longer term objectives. He asked what does the best experience possible mean for the public. The Committee is putting together the bid file and hopes to have it ready by mid-2022. This is a massive undertaking. They have 14,000 hotel rooms signed up and need another 10,000. The International Olympic Committee (IOC) process has changed. The current process is a dialog process that is flexible. The games could be awarded at any time and doesn't have to be done in chronological order. They are in discussion with the future host commission, led by Octavian Morariu from Romania. Gov. Cox has been part of those discussions. There was an enthusiastic kickoff in November and the dialog continues. They're seeking to host the 2030 or 2034 winter games. There are challenges with having back to back games in the United States in terms of domestic sponsors and geopolitically. Vancouver, Sapporo, Barcelona, Kyiv are competitors.

Summit County Council Chair Robinson (2:53 p.m.) asked if future games would set aside funds to continue the legacy. Mr. Bullock responded that half of the money raised would go to the Olympic Foundation to create a permanent endowment to maintain the Olympic facilities and half would go to hosting events.

Park City Council Member Toly (2:55 p.m.) asked if the Committee had taken into account what the weather might be in 2030. Mr. Bullock answered that a climate study was done, and it reported Utah could still do a winter Olympics through 2050 and that the Committee will plan for every contingency.

Mr. Hilton (2:57 p.m.) explained that the Committee is going to lean on the people in the City and County staffs to tell them these things. They're investing in snow making. They want to listen. They will be kicking off dialogs and want to be in tune with what the concerns are and incorporate them into the planning.

Park City Council Member Gerber (3:00 p.m.) asked what the polling on favorability is now compared to the first Olympic bid and what the variation across the state was. She stated there was a lot of unity in 2002, and asked what solutions could be brought to resolve residents' concerns. Mr. Bullock stated that the popularity of the games was 60% before the games and 95% after the games. There are fears about being crushed by success. Mr. Hilton didn't have the answer off the top of his head and offered to research the question and get back to Council Member Gerber. Mr. Hughes added that the IOC now requires polling, so that will happen.

Park City Council Member Doilney (3:04 p.m.) stated there were several Olympic Legacy communities in Utah and noted that he was encouraged to see communities try to host the games again. He asked how Utah compares to the rest of the world in being an Olympic legacy community. Mr. Bullock explained that one of the rules of bidding is never to compare yourself. That said, he thinks Utah leads among all the legacy cities in how they have developed and grown the legacy.

Ms. Norman (3:08 p.m.) applauded this community on continuing and contributing to legacy. The community has the venues; they need sprucing. But now the

community can think bigger and broader because it already has the facilities. Now the focus is on getting youth from other ethnicities involved in winter sports, including making sure coaches were bilingual.

Mr. Hilton (3:09 p.m.) explained that they don't just run the facilities but run the programming that occurs within them. In doing so, they adhere to a philosophy of inclusion—all ages, all levels. Winter sport is mostly affluent white people. The Olympic Legacy Foundation started looking at this issue a few years ago, asking how it could reach out to a more diverse group—easy access, affordable programs, and invite everyone to join. The Bid Committee wants to know the City's and the County's big goals because the Bid Committee has big connections and opportunity. The question to ask is what can everyone do with a date and time that doesn't change, and they can then get those things done by that date.

Summit County Chair Robinson (3:13 p.m.) stated that it was exciting and indicative of the A team that the Bid Committee has. He would like the focus to be on community and improved quality of life. The County would like the Committee to facilitate and convene that. Build unity by transparency and reaching out to achieve community goals. He thought there would be unity, but it had to be worked out. He's heard people say the games would just bring more people. There are a lot more people here now, and there needs to be smart planning for good, permanent change.

Mr. Hilton (3:17 p.m.) stated this was a kickoff meeting and explained that page 2 of the agenda packet came from prior representatives of each Council from 2017-2020. He hoped the group could come up with a draft joint statement of topics that this group valued. Page 3-4 of the agenda packet set forth guiding principles for the bid committee, who will turn into organizing committee.

Mr. Hughes (3:20 p.m.) stated his excitement at receiving input from the various communities affected. He noted the Committee would meet with Salt Lake and its sustainability officer

Mayor Worel (3:21 p.m.) stated it was time to have a community conversation about the games. She asked when polling would occur on the local level. Mr. Bullock thought it would be nice to have a way to gather information from the residents to assess the feelings of the community. The National Olympic Committee would do a poll, and the IOC would do a poll. That would likely happen a couple of months post Beijing. The National Olympic Committee will poll, then the IOC will poll. He agreed there should be another poll to Mayor Worel's question.

Mr. Hughes (3:23 p.m.) noted that a digital platform was being prepared to gather public input.

Mr. Hilton (3:24 p.m.) stated that the most appropriate thing to do is follow the two Councils' lead in how the Committee engages with the community. The region should think about how they want to gather information, and the Committee will

be there to provide information. There are other mediums to gather input, and the Committee wants the City and the County to tell the Committee. They would like to have liaisons from the Councils and collect input in a joint multigovernmental and committee way.

Summit County Council Vice Chair Armstrong (3:25 p.m.) noted that there are perceptions among the community that 2002 shone a light on Park City and brought people here causing growth. Sustainability and renewable energy are important things to both councils. Water availability is critical to the entire western region. Affordable housing and transportation are key local issues. Legacy is what kind of impacts remain post game: turning athlete housing into affordable housing, public transportation. You can make games work, but what does it do for the community afterwards.

Mr. Hilton (3:30 p.m.) noted the Summit County expansion of the transit system came from the 2002 games and that the Committee did not anticipate building any athlete housing.

Summit County Council Member Stevens (3:30 p.m.) noted that Summit County and Park City had an increasingly devoted and engaged public. She thought it prudent to engage in forums to elicit the experience that lies within our communities.

Park City Council Member Toly (3:33 p.m.) asked what would happen if this community is against having the games, does that really matter?

Mr. Hilton explained that the magic happens when organizing committee is working hand in hand with the community. Maybe the Games would not include a huge celebration on Main Street every night if people don't want that. If the feedback were 80% negative the resorts might not want to be a part of the games. The Committee can scale planning and efforts based on feelings. People fear the unknown. The Committee's goal is to inform the public so that people can make good decisions.

Mr. Bullock (3:36 p.m.) stated if that was the community sentiment, there was more work to do.

Park City Council Member Toly (3:37 p.m.) quoted one of her older family members stating "if you're longing for the good old days, you weren't here." She asked what relationship does the Committee have with LA what do they plan to learn from them.

Mr. Bullock's (3:38 p.m.) goal is to support LA. It's been a busy year. The Committee looks forward to something unique doing back to back games—18 mos. apart. They hope to sustain the excitement through the period.

Summit County Council Chair Robinson (3:40 p.m.) wanted to know what concrete steps will be taken that lead to answers to the questions posed. He said

a joint meeting of Councils and of the Committee with the Community. That kind of information sharing might inform what the key issues are. He asked what the Committee recommended as a way of convening a conversation in the community.

Mr. Hilton explained that there was a subcommittee called host venues communities committee. He thought a regional host venue community committee would be helpful. Mayors Mendenhall and Beerman thought having these people come in and talk about commonalities in these communities would be helpful. He indicated there should be Council liaisons for the Olympics, and they could be part of this group. The group could give and receive information to help everyone move in the same direction. The Committee will need the Council liaisons to help put that together. Governmental representation should sit in the groups along with experts from the past, like Myles Rademan, who have done that in the past. The group needs to engage in an outbound sharing of information.

Mr. Bullock (3:45 p.m.) suggested convening the City/County Councils in a joint meeting every six months. The Bid Committee can be a force for positive change. They will work together to make sure communities see the pluses and that the Committee is minimizing the negatives.

Mr. Hilton (3:47 p.m.) stated that the best impact the Committee can have is when the Olympic committee bolsters an impact the community is trying achieve. The solution has to be shaped to the every day needs of the community. The Committee isn't going to be building any accommodations. But it is very supportive of affordable housing. The Committee has limits on where its capital funding is available.

Park City Council Member Gerber (3:49 p.m.) suggested telling stories of 2002 because many community members don't know what it was about. Sharing that story in the next couple of months is important.

Park City Council Member Dickey (3:50 p.m.) thought the group should meet the community where they are: farmers markets, grocery stores, etc. Give an elevator pitch: what's in it for the listener. That's different from public meetings. He thought asking people what they thought of the Olympics coming and building infrastructure was a positive pitch to the community.

### **III. ADJOURNMENT**

Summit County Council Chair Robinson wrapped up the meeting. Mr. Hilton thanked people and invited them to the social afterwards.

---

**Chris Robinson, Chair**

---

**Eve Furse, Clerk**

**MINUTES**

**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**FRIDAY, MARCH 4, 2022 AT 3:00 P.M.**

**PRESENT:**

<b>Chris Robinson</b> , <i>Council Chair</i>	<b>Janna Young</b> , <i>Deputy Manager</i>
<b>Roger Armstrong</b> , <i>Council Vice-Chair</i>	<b>Bryce Boyer</b> , <i>Fire Warden</i>
<b>Malena Stevens</b> , <i>Council Member</i>	<b>Kathryn McMullin</b> , <i>Emergency Manager</i>
<b>Glenn Wright</b> , <i>Council Member</i>	<b>Bob Zanetti</b> , <i>Fire Chief</i>
	<b>Mike Owens</b> , <i>Battalion Chief</i>

**Some Council Members to attend a site visit of Tollgate community, with its residents/fire committee representatives.**

Council members attended a site visit of Tollgate community with its residents/fire committee representatives.

Tollgate drivers/tour guides were Mariana Mavor, Sam Vincent, Stephanie Profitt, and Nolan Mitchell.

\_\_\_\_\_  
**Chris Robinson**, *Chair*

\_\_\_\_\_  
**Eve Furse**, *Clerk*

**MINUTES**

**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**LEDGES EVENT CENTER**  
**202 EAST PARK ROAD, COALVILLE, UT 84017**  
**WEDNESDAY, MARCH 9, 2022**

Members of the County Council, presenters, and members of public, could attend by electronic means, using Zoom (phone or video).

**To view Council meeting, live, remotely, attendees visited the “Summit County, Utah” Facebook page**  
**OR**  
**To participate in Council meeting remotely, attendees joined the Zoom webinar at <https://zoom.us/j/772302472>**  
**OR**  
**To listen by phone only attendees dialed 1-301-715-8592, Webinar ID: 772 302 472**

The Council was called to order at 11:32 A.M.

**Council Member Armstrong made a motion to convene in closed session to discuss personnel. Council Member Stevens seconded the motion; all voted in favor. (4-0) (11:32 A.M.)**

The Summit County Council met in closed session from 11:33 a.m. to 12:06 p.m. to discuss personnel. The following people were present:

**Chris Robinson, Council Chair**                      **Tom Fisher, Manager**  
**Roger Armstrong, Council Vice-Chair**      **Janna Young, Deputy Manager**  
**Malena Stevens, Council Member**            **Annette Singleton, Administrative Assistant**  
**Glenn Wright, Council Member**

**ABSENT: Doug Clyde, Council Member**

**Council Member Stevens made a motion to leave closed session to discuss personnel and convene in open session. Council Member Armstrong seconded the motion; all voted in favor. (4-0) (12:06 P.M.)**

**PRESENT:**

**Chris Robinson, Council Chair**                      **Tom Fisher, Manager**  
**Roger Armstrong, Council Vice-Chair**      **Janna Young, Deputy Manager**  
**Malena Stevens, Council Member**            **Amy Price, Chief Deputy Clerk**  
**Glenn Wright, Council Member**                **Brian Craven, IT Specialist**

**ABSENT:** Doug Clyde, *Council Member*

**Consideration of Approval** (12:07 P.M.)

**Appoint members to serve on the North Summit Fire Service District Administrative Control Board**

Council Members met to appoint four members to serve on the North Summit Fire Service District Administrative Control Board.

**Council Member Glenn Wright moved to appoint the following members to the North Summit Fire Service District Administrative Control Board: Chris Robinson, Roger Armstrong, Ari Ionnides, and Don Donaldson. Terms of service to expire December 31, 2025. Council Member Stevens seconded the motion; all voted in favor. (4-0) (12:10 P.M.)**

**Council Member Stevens moved to convene as the Governing Board of the North Summit Fire Service District Administrative Control Board. Council Member Wright seconded the motion; all voted in favor (4-0) (12:12 P.M.)**

**Council Member Glenn Wright moved to appoint the following members to the North Summit Fire Service District Administrative Control Board: Chris Robinson, Roger Armstrong, Ari Ionnides, and Don Donaldson. Terms of service to expire December 31, 2025. Council Member Stevens seconded the motion; all voted in favor. (4-0) (12:12 P.M.)**

**Council Member Wright made a motion to adjourn. Council Member Stevens seconded the motion; all voted in favor. (4-0) (12:13 P.M.)**

The Council meeting adjourned at 12:13 P.M.

---

**Chris Robinson, *Chair***

---

**Amy Price, *Chief Deputy Clerk***

**MINUTES**

**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**RICHINS BUILDING**  
**1885 WEST UTE BLVD, PARK CITY, UT 84098**  
**TUESDAY, MARCH 15, 2022 AT 6:00 P.M.**

Members of the County Council, presenters, and members of public, could attend by electronic means, using Zoom (phone or video).

To participate in Council meeting remotely, attendees joined the Zoom webinar at <https://summitcountyut.zoom.us/j/95693641486>

OR

To listen by phone only attendees dialed 1-669-900-9128, Webinar ID: 956 9364 1486

The meeting was called to order at 6:00 P.M.

**Some Council Members to attend Open Meetings Act Training (all Boards and Districts invited to attend); Margaret Olson**

Some Council Members attended an Open Meetings Act Training. The annual training was provided by Margaret Olson, *County Attorney*, for members of County Boards and Districts as well as Council Members.

Attendees asked clarifying questions to which Margaret Olson responded.

**PRESENT:**

**Margaret Olson**  
**Amy Price**  
**Brian Craven**  
**Tyann Mooney**  
**Ian Schofield**  
**Kate Sattelmeier**  
**Jon-Eric Greene**

**Les Kratter**  
**Maureen Lahey**  
**Christopher Cherniak**  
**James Reys**  
**Michelle Andersen**  
**JaNae Clonquist**  
**Sharon Serpico Hansen**

**ON ZOOM:**

**Roger Armstrong**  
**Glenn Wright**  
**Alex Peterson**  
**Amy Jones**

**Janna Young**  
**Annette Singleton**  
**Amanda Pace**  
**Aristides Ioannides**

<b>Arts Council/Park City &amp; Summit Co.</b>	<b>Auntgeorgie</b>
<b>Brian Zwahlen</b>	<b>Bruce Carmichael</b>
<b>Carrie</b>	<b>Catherine Cargill</b>
<b>Dalton Gackle</b>	<b>Dan Gillenwater</b>
<b>Dan McPhun</b>	<b>Dave B</b>
<b>David Geffen</b>	<b>Derek Siddoway</b>
<b>Derrick Peterson</b>	<b>Don Sargent</b>
<b>Family Alshareef</b>	<b>Gale Pace</b>
<b>Hillary Gilson</b>	<b>JaNae's Galaxy S10e</b>
<b>Jeffrey B. Jones</b>	<b>Jenn Morrill</b>
<b>Jess Kirby</b>	<b>Jo Frazier</b>
<b>Joel Fine</b>	<b>John Hansen</b>
<b>Joyce</b>	<b>Judy Horwitz</b>
<b>Julie Hooker</b>	<b>Julie Larson</b>
<b>Katie Lindsay</b>	<b>Kim Carson</b>
<b>Larry Moffitt</b>	<b>Laurel Hirzel</b>
<b>Lisa Hoffman</b>	<b>Lynda Viti</b>
<b>Melisa Band</b>	<b>Mindy Wheeler</b>
<b>MK</b>	<b>Nate Brown</b>
<b>Rich Sonntag</b>	<b>Ryan</b>
<b>Ryan Bruce</b>	<b>Spencer Young</b>
<b>Susan</b>	<b>TDouglas</b>
<b>Todd Hardy</b>	<b>Tom Horton</b>
<b>Virginia</b>	

---

**Chris Robinson, *Chair***

---

**Amy Price, *Chief Deputy Clerk***

## **Public Comment Instructions**

**3/30/2022**

If you would like to make public comments, please email [publiccomments@summitcounty.org](mailto:publiccomments@summitcounty.org) by 12:00 p.m. on Wednesday, March 30<sup>th</sup>. Your comments will be made part of the meeting record.

If you are participating via Zoom, and wishing to interact with Council during the public input, please:

1. Go to <https://zoom.us/j/772302472>
2. Enter meeting ID: 772-302-2472
3. Type in your full name, so you are identified correctly.
4. Set up your audio preferences.
5. You will be muted upon entering the meeting.
6. If you would like to comment, press the "Raise Hand" button at the bottom of the chat window.
7. When it is your turn to comment, the moderator will unmute your microphone. You will then be muted again after you are done speaking.