



## Regular City Council Meeting

Tuesday, August 18, 2015

City Hall Council Chambers

5249 South 400 East, Washington Terrace City

801-393-8681

[www.washingtonterracecity.com](http://www.washingtonterracecity.com)

1. **ROLL CALL** 6:00 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **WELCOME**

4. **CONSENT ITEMS**

### 4.1 APPROVAL OF AGENDA

Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.

### 42 APPROVAL OF AUGUST 4, 2015, MEETING MINUTES

5. **SPECIAL ORDER**

Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions by Council, Chair opens public hearing, citizen input; Chair closes public hearing, then Council final discussion.

### 5.1 PUBLIC HEARING: TO HEAR PUBLIC COMMENT ON THE PROPOSED SOUTHEAST URBAN RENEWAL AREA PROJECT PLAN EXTENSION

The proposed extension is for an additional ten years for the Southeast project area located south of 5000 South, west of Adams Avenue, north of 5600 South and east of Ridgeline Drive and South Pointe Drive.

6. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.

7. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.

For more information on these agenda items, please visit our website at [www.washingtonterracecity.com](http://www.washingtonterracecity.com)

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In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

#### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

**8. NEW BUSINESS**

**8.1 MOTION/RESOLUTION 15-13: CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASHINGTON TERRACE AUTHORIZING THE ISSUANCE AND SALE BY THE ISSUER OF NOT MORE THAN \$1,850,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 AND RELATED MATTERS**

Pursuant to the Resolution, the Bonds are to be issued for the purpose of refunding outstanding general obligation bonds of the City in order to achieve a debt service savings and pay related debt issuance costs.

**8.2 DISCUSSION/MOTION: APPROVAL OF ENGINEERING CONTRACT FOR ADAMS AVENUE WATER TANK SIESMIC UPGRADE**

**8.3 DISCUSSION/MOTION: APPROVAL OF CONTRACT EXTENSION FOR JANITORIAL SERVICES**

To extend the current janitorial services contracts for City Hall and the Civic Center for through the remainder of the calendar year.

**9. COUNCIL COMMUNICATION WITH STAFF**

This is a discussion item only. No final action will be taken.

**10. ADMINISTRATION REPORTS**

This is an opportunity for staff to address the Council pertaining to administrative items.

**11. UPCOMING EVENTS**

August 27<sup>th</sup>: Planning Commission Meeting 6:00 p.m. (tentative)  
September 1<sup>st</sup>: City Council Meeting 6:00 p.m.  
September 7<sup>th</sup>: Labor Day – City offices closed  
September 16-18<sup>th</sup>: ULCT Annual Conference – Salt Lake City Sheraton

**12. ADJOURN THE MEETING: MAYOR ALLEN**

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# City of Washington Terrace

Minutes of a Regular City Council meeting

Held on August 4, 2015

City Hall, 5249 South 400 East, Washington Terrace City,

County of Weber, State of

## **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION**

Mayor Mark C. Allen

Council Member Mary Johnston

Council Member Blair Brown

Council Member Robert Jensen- Excused

Council Member Scott Monsen

Council Member Shupe

City Manager Tom Hanson

Finance Director Shari' Garrett

City Recorder Amy Rodriguez

## **Others Present**

Jonathan Ward

## **1. WORK SESSION 5:00 p.m.**

### **GO Bond Refinancing**

Hanson explained that there is a good opportunity for refinancing of the 2005 Series GO Bond. He stated that he would like input from Council as to move forward quickly or wait until October and take a chance on interest rates. Ward stated that the outstanding amounts on current City debt are fairly small. He stated that the GO bonds are set to expire in 2020. Ward stated that Zions is looking at one buyer to buy all of the bonds, as opposed to portioning off sections to multiple buyers. Ward stated that the money coming in can be redirected in 2020 for other projects with minimal impact to the resident. He stated that the strategy is to keep giving the residents savings. He stated that the net present value saved would be around \$67,792.91. Ward stated that the federal government will be looking at changing interests rates in September, or possibly December. He stated that it is unsure if the savings will get any higher than the \$67,000. Mayor Allen stated that we have refinanced bonds before. Hanson stated that there is a 30 day window that would need to be advertised before the refinancing could occur. Ward stated that the rates could be locked in for around 30 days, with the closing happening after that. Hanson stated that there would not be any increases to the residents. The transaction fee for the cost of issuance is estimated at around \$20,000. Council Member Brown stated that he feels that it is a great deal that Council should take at this time. Mayor Allen agreed, as did Council Members Johnston and Monsen.

### **Encroachment on public property**

Hanson stated that staff was the understanding that the resident could leave her garden by Rohmer through the end of the growing season, and then remove any permanent structures. Mayor Allen reminded Council that it is a sensitive land area and he is concerned that if residents are growing vegetation and tilling, the slope could give way and could cause a problem. Council Member Brown stated that he feels the structure needs to be removed. He stated that he agrees with Council Member Monsen to allow people to use the land for gardens. Council Member Monsen stated that the City could develop an approval process for those residents to use the land. Council Member Johnston stated that the city land is city land and it needs to be maintained and protected. She stated that if the City allows

50 one person to plant gardens, they must be fair in allowing everyone to use the land and asked where it  
51 ends. Council Member Shupe agreed that if one person starts something, it is opening a can of worms. He  
52 stated that if an ordinance is created, the City will have to monitor and enforce and staff is already  
53 stretched thin enforcing ordinances. Hanson stated that the vegetation left on the hill is left as protection  
54 of the hill. Council Member Shupe agreed that there is no risk on the resident's part. If an accident  
55 occurred, the City would be liable. Council Member Johnston stated that City property needs to remain  
56 City property. It was discovered during the discussion that there possibly may be chickens on the  
57 property. Council Member Johnston stated that a similar incident has occurred in South Ogden. Hanson  
58 stated that staff has advised the resident that she will need to remove the structure and vegetation after the  
59 growing season.  
60

61 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

62 Mayor Mark C. Allen  
63 Council Member Mary Johnston  
64 Council Member Blair Brown  
65 Council Member Robert Jensen- Excused  
66 Council Member Scott Monsen  
67 Council Member Shupe  
68 City Manager Tom Hanson  
69 Treasurer Laura Gamon  
70 Recreation Director Aaron Solomon  
71 Fire Chief Kasey Bush  
72 City Recorder Amy Rodriguez  
73

74 **Others Present**

75 Charles and Reba Allen, Jason Watterson, Scott Barker, Robyn Christensen  
76  
77

78 **2. ROLL CALL 6:00 p.m.**

79  
80 **3. PLEDGE OF ALLEGIANCE**

81  
82 **4. WELCOME**

83  
84 **5. CONSENT ITEMS**

85  
86 **5.1 APPROVAL OF AGENDA**

87 **5.2 APPROVAL OF JULY 21, 2015, MEETING MINUTES**

88 Items 5.1 and 5.2 were approved by general consent.  
89

90 **6. CITIZEN COMMENTS**

91 There were no citizen comments.  
92  
93

94 **7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN**  
95 **COMMENTS**

96 Due to lack of citizen comments in item 6, item 7 is unnecessary.  
97

98 **8. NEW BUSINESS**  
99

100 **8.1 PRESENTATION: UTAH LOCAL GOVERNMENT TRUST PRESENTATION OF**  
101 **THE TRUST ACCOUNTABILITY PROGRAM AWARD**

102 Jason Watterson, the lost prevention manager from Utah Local Governments Trust, presented the Trust  
103 Accountability Program Award to the City. He stated that less than 10 percent Trust membership receive  
104 the award. He stated that the City has a great Sewer Management Program, as well as a Vehicle  
105 Management Program. Watterson stated that the keystone of the Program is the safety committee  
106 established by staff to look for risks and take action on those items. Hanson stated that Gamon takes an  
107 active role in the details of the programs and processing of the grants associated with the Program.  
108 Hanson stated that everyone in staff participates in the safety procedures in the City with the goal of  
109 sending everyone home safe at the end of the night and protecting the residents.  
110

111 **8.2 DISCUSSION/MOTION: APPROVAL TO PURSUE REFINANCING OF SERIES**  
112 **2005 GO BOND**

113 Hanson stated that the work session was to discuss the refinancing of the Series 2005 GO Bond. He  
114 stated that the City can capitalize on a current interest rate, and save around \$67,000 a year by reissuing  
115 of the bonds. He stated that staff can move forward in the process if directed. Hanson stated that staff  
116 could stop the process anytime within the 30 day contest period.  
117

118 **Motion by Council Member Monsen**  
119 **Seconded by Council Member Shupe**  
120 **To approve pursuing the**  
121 **Refinancing of series 2005 GO Bond**  
122 **Approved unanimously (4-0)**  
123

124 **8.3 DISCUSSION/DIRECTION: CIVIC/SENIOR CENTER RENTAL OPTIONS**

125 Hanson stated that Solomon has conducted research as to how other cities handle the situation. Hanson  
126 noted that there is a challenge with staff availability to man the facilities during rental activities. Solomon  
127 stated that Clinton City was the closest match to our facility. He reviewed their policy but noted that  
128 Washington Terrace does not have the staff to work during rentals. Solomon stated that it would need to  
129 be decided as to who would pay for rental use and who would have it provided to them for free. Solomon  
130 noted that the only facility being rented at this time is the bowery at Little Rohmer, however, he noted  
131 this is an outside facility. Solomon noted that a discussion would need to be held as to when staff would  
132 sit through an activity and when they could just open and close the building. Hanson stated that there are  
133 challenges with an employee performing this type of duty because they would need to be paid an hourly  
134 rate. It was suggested that a part time position could be created for an employee to check on the building  
135 during the rentals. Mayor Allen suggested that a key card could be used that would only work for a  
136 specific time frame. Hanson stated that the staff could look into the possibility of key cards. Council  
137 Member Brown stated that he feels that there is no need to have an employee go down to the Center if the  
138 City gets a credit card deposit from the renter. Council Member Shupe stated that he likes the key card  
139 idea and agrees that staff does not need to present during the rental. Council Member Monsen stated that  
140 he is against the key card idea because they are unreliable. He stated that there are two fire fighters in the  
141 building at all times that could check the doors after the event. Council Member Monsen stated that he  
142 feels the \$70.00 rental fee is excessive. He stated that he does not feel that rentals need to be offered to  
143 non-residents. Council Member Johnston stated that the reason for the high fee is to cover wear and tear  
144 on the building. She stated that the amount must be able to cover paint, scuffs, and other accidental wear  
145 on the building. Council Member Shupe stated that he agrees with Council Member Johnston to keep the  
146 \$70.00 fee for wear and tear on the building. Council Member Johnston stated that the fee also covers the  
147 fee for an employee to attend the event. She stated that someone will need to be responsible for the  
148 building. Hanson stated that there has been historical challenges with people renting the building and

149 putting up decorations with tape and damaging property. Hanson stated that he has seen the most  
150 problems with non-residents renting facilities and would like to see it limited to residents only.  
151 Council Member Shupe stated that he would like to cut down on the kitchen fee and only allow residents  
152 to rent the facility. He stated he would like to see specific guidelines for decorations. Council Member  
153 Johnston stated that she agrees with the fees, however, she sees a problem with someone opening and  
154 closing the building. She noted that if there is damage, there may not be any proof that it was caused by  
155 the rental if no one is there to do a walk through with the renter. Council Member Brown stated that  
156 having a person in the building does not always stop the problem. Mayor Allen suggested that it may be  
157 possible to have the cleaning people check out the building at the end of a rental. Hanson will approach  
158 the subject with them. Council Member Shupe stated that it must be a City sponsored event to receive the  
159 facility rental for free. Staff will take the suggestions given during the discussion and come back with  
160 new guidelines.

#### 161 162 **8.4 MOTION/ORDINANCE 15-06: AMENDMENTS TO MUNICIPAL CODE 17.56 TO** 163 **AMEND LAND USE REGULATIONS REGARDING POLITICAL SIGNS**

164 Hanson stated that the Planning Commission tabled the item due to free speech concerns. Hanson stated  
165 that the Planning Commission requested to sit down with Council to speak to them on the issue.  
166 Hanson stated that the city can encourage behavior as to when we would like signage posted, however, it  
167 is not enforceable by state law. Council Member Monsen stated that there is a “gentleman’s agreement”  
168 as to when the candidates would post signs. Council Member Shupe stated that he is not in favor of  
169 meeting with the Planning Commission. He stated that he understands that it is a state ordinance. Council  
170 Member Brown stated that he agrees to leave the ordinance alone and if someone wants to post earlier  
171 than current ordinance, let them post it. Mayor Allen suggested to get rid of the ordinance and just have  
172 the election officer speak with candidates and have them decide as a “gentleman’s agreement” as to when  
173 they would post. Council Member Monsen stated that he will be putting his signs up September 22<sup>nd</sup>.

174 **Ordinance died through lack of motion.**  
175  
176

#### 177 **8.5 DISCUSSION/DIRECTION: FIRE SERVICE DISTRICT FEASIBILITY STUDY**

178 .Hanson stated that some neighboring cities have been talking about doing a feasibility study to enact a  
179 fire service district. Hanson noted that Ogden City does not want to be involved in the district. Hanson  
180 stated that the idea is losing traction, but discussions still continue among cities. Hanson asked Council if  
181 they are interested in the idea. Hanson stated that the fire district intent is to reduce redundancy in fire  
182 stations and equipment. He stated that the district would be managed independently from the county.  
183 Hanson stated that South Ogden and Riverdale are interested, but is not clear on the other cities  
184 interested. Mayor Allen stated that he is surprised that larger cities would be interested in the district.  
185 Council Member Shupe suggested that everyone has to be in, with the exception of Ogden City. He stated  
186 that another stipulation must be that the county cannot be involved. He stated that if run correctly, the  
187 redundancy could be cut down sufficiently. Council Member Monsen asked if the savings would  
188 compensate for the extra cost in manpower. Council Member Shupe stated that the feasibility study  
189 would give indication if taxes and costs will increase. Council Member Shupe stated that a special taxing  
190 entity would have to be created. Council Member Johnston stated that there is no need to move forward if  
191 not everyone is in. She stated that her recommendation is to wait and see which other cities are going to  
192 be involved.  
193

#### 194 **8.6 DISCUSSION/DIRECTION: RIVERDALE TRAIL FEASIBILITY STUDY**

195 Hanson stated that Riverdale would like to link the trail between Washington Terrace and Riverdale.  
196 Riverdale would like to apply for a grant to receive funds for a feasibility study to see if it would be  
197 possible. Riverdale is asking for a letter of support to apply for a feasibility study. Hanson stated that the

198 letter would not commit the city to putting in the trails. Mayor Allen stated that he feels it is a good idea  
199 and trails receive many grants as well as private donors. Council Member Shupe agreed that the City  
200 should get on board with the trail. Council Member Monsen stated that the city has nothing to lose at this  
201 point and it is a good idea.

### 202 **8.7 PRESENTATION: AN UPDATE ON THE FLEET MANAGEMENT PLAN**

204 Hanson stated that Garrett created a database with records comparing old fleet with operating cost of new  
205 vehicles. He stated that the old fleet plan averaged \$2147.00/yr to operate as opposed to \$593.00/yr for  
206 the new vehicles in the current system. Hanson noted that the cost of the vehicle is recouped when the  
207 vehicle is sold after 2 years. Hanson stated repairs and maintenance are covered under warranty. Council  
208 Member Johnston noted that the vehicles are purchased at a cheaper price under state bid. She stated that  
209 the cost is recouped once it is sold, with minimal loss. Council Member Brown stated that this is a limited  
210 view of one roll over cycle of a limited number of vehicles. Hanson stated that he realizes there is a risk  
211 in the Program, however, this is a conservative analysis and the trend will be continued to be watched.  
212 Mayor Allen stated that he would like to thank Hanson on the work he has put into the Program and feels  
213 that the work will pay off.

### 214 **8.8 DISCUSSION/ACTION: SCHEDULING OF 2015 COUNCIL RETREAT DATE**

216 Hanson stated that he would like to schedule the 2015 Council retreat for November 14<sup>th</sup>. Council  
217 Member Shupe stated that he will be out of town. The retreat has been tentatively scheduled for  
218 November 21<sup>st</sup>.

## 219 **9. COUNCIL COMMUNICATION WITH STAFF**

- 221 \* Mayor Allen invited everyone to attend the county fair this weekend.
- 222 \* Mayor Allen reminded everyone about the September ULCT Conference.

## 223 **10. ADMINISTRATION REPORTS**

- 226 \*Hanson stated that there were a few issues with the rain storm yesterday and he is working with Public  
227 Works to find out what can be done to help manage the water in problem areas.
- 228 Hanson noted that the water was draining perfectly on the new Adams Avenue road.
- 229 \*Hanson stated that the Emergency Preparation Fair will be held on September 22<sup>nd</sup> at the Fire Station
- 230 \*Hanson stated that the Police Chiefs Board meeting would like to hold the meeting at City Hall on  
231 August 26<sup>th</sup>. Council agreed to let staff spend Council public relations funds on food and drinks for the  
232 meeting.

## 233 **11. UPCOMING EVENTS**

- 235 August 18<sup>th</sup> : City Council Meeting 6:00 p.m.
- 236 August 27<sup>th</sup>: Planning Commission Meeting 6:00 p.m.
- 237 September 1<sup>st</sup>: City Council Meeting 6:00 p.m.
- 238 September 16-18<sup>th</sup>: ULCT Conference

## 239 **12. ADJOURN THE MEETING: MAYOR ALLEN**

241 Mayor Allen adjourned the meeting at 7:51 p.m.

242  
243  
244 \_\_\_\_\_  
Date Approved

\_\_\_\_\_   
City Recorder

## City Council Staff Report

**Author:** Tom Hanson  
**Subject:** RDA Reinstatement  
**Date:** August 18, 2015  
**Type of Item:** Public Hearing...Information Only



### Summary:

As you are aware, Washington Terrace City is actively pursuing the extension/reinstatement of the RDA Southeast Project Area. In order to move forward with the reinstatement, the City is required to hold a public hearing to receive comments from stakeholders within the project area. The attached letter was sent out to all property owners within the boundaries of the Redevelopment Agency (RDA).

### Explanation:

When a RDA is created, a process is set in place that allows tax increment that would normally go to Weber County, Weber School District, Washington Terrace City, and other taxing entities to be distributed to the RDA instead of those entities.

For instance: A taxing entity would normally receive 100% of their tax increment; however, with the RDA reinstatement those taxing entities will split the tax increment 50/50 for an additional ten years. Fifty percent will go to the RDA and fifty percent will go to the various taxing entities. When an RDA is created, the taxing entities vote to allow tax increment to be distributed to the RDA for projects that will encourage economic development within the RDA. The RDA reinstatement is planned to allow for additional time and funds (\$5.8M) to be used in support of RDA activities.

At this point in time, there is an RDA in place that splits the increment at forty percent to the entities and sixty percent to the RDA.

In short; the intent of the RDA reinstatement is to raise funds to improve infrastructure, promote business development and improve transportation connectivity to properties within and adjacent to the area. It is our belief that without the investment of tax increment funding the project area growth will slow considerably and prolong the lack of a much needed tax base for the all of the taxing entities involved.



5249 S. South Pointe Drive  
Washington Terrace, UT 84405  
Telephone: 801.393.8681  
Fax: 801.393.1921

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DATE: July 13, 2015

TO: Each record owner of property located within the Project Area described below

Re: Washington Terrace Southeast Urban Renewal Project Area Extension

The City of Washington Terrace Community Development and Renewal Agency (the “Agency”) will hold a public hearing on August 18, 2015 at 6:00 p.m. in the City Council Chambers located at 5249 South 400 East, Washington Terrace, Utah to consider the Restatement of the Southeast Urban Renewal Project Area (the “Plan”), which extends the Project Area for an additional ten years. The Project Area is located south of 5000 South, west of Adams Avenue, north of 5600 South and east of Ridgeline Drive and South Pointe Drive. The Plan is available, including property details, for inspection at the Agency’s office located at 5249 South 400 East, Washington Terrace, Utah 84405 during regular business hours. For more information contact Tom Hanson at 801-393-8681. Interested persons may appear at the public hearing and comment on the Restatement of the Plan, including whether it should be revised, approved or rejected.

The action being proposed does not affect your property tax rate; there is **no** tax increase or adjustment to the taxes you are currently paying or will be paying as a property owner in association with the RDA extension. The extension of the RDA is to allow the use of existing proportionate tax revenue to be used to develop infrastructure and processes that will support and promote economic development growth in Washington Terrace City.

You are invited to submit comments to the Agency concerning the Plan before the date of the hearing at the Agency’s office located at 5249 South 400 East, Washington Terrace, Utah 84405. Any person objecting to the Plan or contesting the regularity of any of the proceedings to adopt the Plan may appear before the Agency at the hearing to show cause why the Plan should not be adopted.

A map of the boundaries of the Project Area is enclosed for your review.

Sincerely,

---

Washington Terrace Community Development and Urban Renewal  
Agency

Attachment:

Map of the boundaries of the Project Area

Washington Terrace, Utah

August 18, 2015

The City Council (the “Council”) of the City of Washington Terrace, Utah (the “Issuer”), met in regular public session at the regular meeting place of the Council in Washington Terrace, Utah, on Tuesday, August 18, 2015, at the hour of 7:00 p.m., with the following members of the Council being present:

Mark C. Allen	Mayor
Blair Brown	Councilmember
Robert Jensen	Councilmember
Mary Johnston	Councilmember
Scott Monsen	Councilmember
Val Shupe	Councilmember

Also present:

Amy Rodriguez	City Recorder
---------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 18, 2015, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City of Washington Terrace, Utah. The resolution is as follows:

---

CITY OF WASHINGTON TERRACE, UTAH

Resolution Authorizing the  
Issuance and Sale of

Not to Exceed \$1,850,000  
Federally Taxable/Convertible to Tax-Exempt  
General Obligation Refunding Bonds  
Series 2015

Adopted August 18, 2015

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RESOLUTION NO. 15-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASHINGTON TERRACE (THE "ISSUER") AUTHORIZING THE ISSUANCE AND SALE BY THE ISSUER OF NOT MORE THAN \$1,850,000 AGGREGATE PRINCIPAL AMOUNT OF ITS FEDERALLY TAXABLE/CONVERTIBLE TO TAX-EXEMPT GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 (THE "SERIES 2015 BONDS"); DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2015 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PRESCRIBING THE FORM OF SERIES 2015 BONDS; PROVIDING FOR THE MANNER OF EXECUTION AND DELIVERY OF THE SERIES 2015 BONDS; PROVIDING HOW THE PROCEEDS OF THE SERIES 2015 BONDS WILL BE USED AND HOW PAYMENT OF THE SERIES 2015 BONDS WILL BE MADE; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, to achieve a debt service savings the Council desires to refund and retire certain of the Issuer's outstanding General Obligation Refunding Bonds, Series 2005 (the "Refunded Bonds"); and

WHEREAS, pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), the Council is authorized to issue and desires to issue its Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds, Series 2015 (to be issued in one or more series and from time to time, with any other title or series designation as directed by the herein defined Terms Certificate) (the "Series 2015 Bonds") in the aggregate principal amount of not to exceed \$1,850,000, to (a) refund the Refunded Bonds and (b) pay costs of issuance of the Series 2015 Bonds; and

WHEREAS, the Act provides for the publication of a Notice of Bonds to be Issued, and the Council hereby ratifies the publication of such notice at this time in compliance with the Act with respect to the Series 2015 Bonds; and

WHEREAS, as permitted by Section 11-27-3 of the Act and in order to allow flexibility in setting the pricing date of the Series 2015 Bonds and to optimize debt service savings to the Issuer, the Council desires to grant to the Designated Officers (defined herein), together with Zions Public Finance, the Issuer's municipal advisor (the "Municipal Advisor"), the authority to: (a) solicit and receive competitive bids from potential purchasers of the Series 2015 Bonds and based on the aforementioned bids, to select the purchaser of the Series 2015 Bonds; (b) approve the principal amounts, interest

rates, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold; and (c) execute a Terms Certificate setting forth the final terms of the Series 2015 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Washington Terrace, 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 Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Bond Fund” means the fund established under Section 4.22 hereof.

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

“Bond Purchase Agreement” means that certain Bond Purchase Agreement in substantially the form of Exhibit B hereto to be entered into by the Issuer and the purchaser, pursuant to which the Series 2015 Bonds will be sold to the purchaser.

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

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

“City” means the City of Washington Terrace, Utah.

“City Council” means, the City Council of City of Washington Terrace, acting as the governing board of the City of Washington Terrace, Utah.

“City Recorder” means the City Recorder of the City of Washington Terrace, Utah, or any authorized deputy thereof.

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

“Designated Officers” means the City Manager or the Finance Director of the Issuer.

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

“Interest Payment Date” means each January 1 and July 1 commencing as provided in the Terms Certificate.

“Issuer” means the City of Washington Terrace, Utah.

“Mayor” means the Mayor or Mayor pro tem of City of Washington Terrace, Utah, at the time of execution, delivery or any other actions herein authorized or any authorized deputy thereof.

“Municipal Advisor” means Zions Bank Public Finance.

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

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

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

“Purchaser” means, the purchaser for the Series 2015 Bonds pursuant to the Bond Purchase Agreement, and the Terms Certificate.

“Record Date” means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such interest payment date, 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.

“Refunded Bonds” means the bonds so identified in the recital above, and more specifically identified in the Terms Certificate.

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

“Series 2015 Bonds” means the Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds, Series 2015, of the Issuer authorized hereby.

“State” means the State of Utah.

“Tax-Exempt Bond” means each Series 2015 Bond after a Tax-Exempt Conversion Date with respect thereto.

“Tax-Exempt Conversion Date” means, , with respect to any Tax-Exempt Bond, the date [ok if not an Interest Payment Date?] on which such Tax-Exempt Bond begins to bear interest at its Tax-Exempt Rate pursuant to the provisions of this Resolution and the Terms Certificate. Such Date is currently expected to be on or about \_\_\_\_\_, but could be on any date thereafter at the discretion of the Issuer.

“Tax-Exempt Rate” means the interest rate to be borne by a Tax-Exempt Bond from and after the Tax-Exempt Conversion Date for such Tax-Exempt Bond, which

interest is excludable from the gross income of the owner thereof for federal income tax purposes under Section 103(a) of the Code, or any successor provision thereto.

“Taxable Bond” means each Series 2015 Bond prior to the Tax-Exempt Conversion Date, if any, with respect thereto.

“Taxable Rate” means the interest rate to be borne by any Bond prior to a Tax-Exempt Conversion Date applicable to such Bond. The Taxable Rate for each Bond is as provided in this Resolution and the Terms Certificate.

“Terms Certificate” shall mean the certificate of the Issuer setting forth the final terms for the Series 2015 Bonds (within the parameters set forth herein), to be executed by the Designated Officers, in substantially the form attached hereto as Exhibit C, and any amendment or addendum thereto not materially in conflict with the provisions of this Resolution.

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 Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of not to exceed \$1,850,000. Such series of bonds shall be designated “City of Washington Terrace, Utah Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds, Series 2015.” The name of the Series 2015 Bonds may be revised in the Terms Certificate. The Series 2015 Bonds may be issued in one or more series all within the parameters established hereby.

The Series 2015 Bonds shall be issued as fully registered Bonds.

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

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

2.3 Bond Details; Delegation of Authority. (a) The Series 2015 Bonds shall mature on the date 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 Taxable Rates, if the Tax-Exempt Conversion Date has not occurred with respect to such Series 2015 Bonds or the Tax-Exempt Rate, if a Tax-Exempt Conversion Date has occurred with respect to such Series 2015 Bonds, all as provided in the Terms Certificate.

(b) Each Series 2015 Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is registered and authenticated prior to the first Interest Payment Date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the Series 2015 Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Series 2015 Bond in the place provided for such purpose in the form of the Bond Registrar’s certificate of authentication on each Series 2015 Bond, the Series 2015

Bonds shall bear interest on overdue principal at the respective rates described in the Terms Certificate.

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

(i) the principal amount of the bonds necessary to accomplish the purpose of the Series 2015 Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Series 2015 Bonds shall not exceed \$1,850,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2015 Bonds to be issued; provided, however, that the final maturity of all Series 2015 Bonds shall not be later than July 1, 2020;

(iii) the interest rate or rates of the Series 2015 Bonds; provided, however, that the interest rate or rates to be borne by any Series 2015 Bond shall not exceed five percent (5.00%) per annum;

(iv) the Series 2015 Bonds may be issued initially with a taxable interest rate, but with a conversion option to be issued at a tax-exempt interest rate upon anticipated qualification for the same;

(v) the Tax-Exempt Conversion Date for the Series 2015 Bonds, if any;

(vi) the sale of the Series 2015 Bonds (as more fully described in Section 2.10 hereof) to the Purchaser and the purchase price to be paid by the Purchaser for the Series 2015 Bonds; provided, however, that the discount from par of the Series 2015 Bonds shall not exceed ninety-eight percent (98%);

(vii) whether the Series 2015 Bonds shall be subject to redemption prior to maturity;

(viii) whether the Series 2015 Bonds shall be designated as bank qualified; and

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

Upon pricing of the Series 2015 Bonds by the Purchaser, the Designated Officers, in consultation with the Issuer's Municipal Advisor, shall make the determinations provided above and the Designated Officers shall execute the

Terms Certificate containing such terms and provisions on behalf of the Issuer, which execution shall be conclusive evidence as to the matters stated therein.

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

2.5 Conversion of Series 2015 Bonds to the Tax-Exempt Rate; Interest Rate Reset.

(a) On any date on or after \_\_\_\_\_, if the documents required by Section 2.5(c) hereof are delivered to the Paying Agent, the interest rate to be borne by all or any portion of the Series 2015 Bonds shall be converted to the Tax-Exempt Rates upon receipt by the Paying Agent of a direction from the Designated Officers not less than 15 days prior to the Tax-Exempt Conversion Date directing that such conversion occur on such Tax-Exempt Conversion Date and, if less than all of the Series 2015 Bonds are to be subject to such conversion, designating the principal amount thereof to be so converted (the Paying Agent to determine by lot the particular Series 2015 Bonds that will be subject to conversion). Such direction shall be accompanied by written advice from Ballard Spahr LLP (“Bond Counsel”) that such Bond Counsel expects to be able to render an opinion of Bond Counsel on the Tax-Exempt Conversion Date to the effect that interest on the Series 2015 Bonds subject to such proposed conversion (the “Bonds to be Converted”) from and after the Tax-Exempt Conversion Date will not be includible in the gross income of the Owners thereof for federal income tax purposes under Section 103(a) of the Code (or any similar legislation enacted in replacement thereof) and the regulations promulgated thereunder and that the Issuer has properly designed such Series 2015 Bonds to be Converted as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code (or any similar legislation enacted in replacement thereof) and any regulations promulgated thereunder.

(b) The Paying Agent shall give written notice, in the form provided by the Issuer in the direction from the Designated Officers required by paragraph (a) above, to each Owner of the Bonds to be Converted at least 5 days prior to the proposed Tax-Exempt Conversion Date therefore, which notice shall state that the interest rate on the Bonds to be Converted will be converted to the Tax-Exempt Rate on such Tax-Exempt Conversion Date. The notice of the proposed Tax-Exempt Conversion Date from the Paying Agent to the Owners of the Bonds to be Converted shall be conditioned upon the receipt by the Paying Agent of the items set forth in Section 2.5(c) hereof on or prior to the proposed Tax-Exempt Conversion Date, and shall indicate that if such items are not received, the notice will be of no effect, and the Bonds to be Converted will not be converted to the Tax-Exempt Rate on the proposed Tax-Exempt Conversion. The failure of the Paying Agent to mail any such notice, or any defect in any such notice or in the mailing thereof, will not affect the validity of the conversion of the interest rate on any Bonds, to the Tax-Exempt Rate.

(c) On or prior to the Tax-Exempt Conversion Date for any Bonds to be Converted, there shall be filed with or delivered to the Paying Agent and the Issuer:

(i) appropriate amendments or supplements, if any to this Resolution, the Terms Certificate and the Series 2015 Bonds;

(ii) original executed counterparts of a Tax Certificate prepared by Bond Counsel dated such Tax-Exempt Conversion Date and delivered by the Issuer with respect to certain tax matters related to the Bonds to be Converted; and

(iii) an opinion of Bond Counsel to the effect (A) that the conditions precedent set forth herein to the conversion of the interest rate of the Bonds to be Converted to the Tax-Exempt Rate have been satisfied and (B) that the interest on such Bonds to be Converted is excludable from gross income of the Owners thereof for federal tax purposes under Section 103(a) of the Code or (any similar legislation enacted in replacement thereof) and the regulations promulgated thereunder [and that the Issuer has properly designated such Bonds to be Converted as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code (any similar legislation enacted in replacement thereof) and any regulations promulgated thereunder.]

(iv) an executed 8038-G dated such Tax-Exempt Conversion Date and delivered by the Issuer with respect to certain tax matters related to the Bonds to be Converted

(d) Promptly after the Tax-Exempt Conversion Date for any Series 2015 Bonds, the Paying Agent shall mail to each Owner of such Bonds, with directions to affix the same to each such Bond of such Owner, a copy of the opinion of Bond Counsel delivered on such Tax-Exempt Conversion Date.

2.6 Paying Agent and Bond Registrar. The Issuer shall appoint a Paying Agent and Bond Registrar under the terms and conditions of this Resolution and the Terms Certificate. The Issuer may remove any Paying Agent and Bond Registrar, and appoint a successor or successors thereto. The Issuer shall submit to the Paying Agent of 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 of Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Issuer a written acceptance thereof.

The principal of, premium, if any, and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

Principal of and premium, if any, on the Series 2015 Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the Issuer kept by the Bond Registrar or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

## 2.7 Redemption of Series 2015 Bonds.

(a) The Series 2015 Bonds may be non-callable at the option of the Issuer or subject to redemption prior to maturity, at the option of the Issuer, all as specified in the Terms Certificate. If the Terms Certificate specifies that the Series 2015 Bonds are subject to optional redemption, the Series 2015 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 Issuer, 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 2015 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2015 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

(b) The Series 2015 Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Terms Certificate. If the Series 2015 Bonds are subject to mandatory sinking fund redemption and less than all of the Series 2015 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 Issuer on such mandatory sinking fund redemption dates for the Series 2015 Bonds in such order as directed by the Issuer.

(c) If fewer than all of the Series 2015 Bonds of any maturity are called for redemption, the Series 2015 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 \$1,000 or principal amount of the Series 2015 Bonds being counted as one Series 2015 Bond for this purpose. If a portion of a Series 2015 Bond shall be called for redemption, a new Series 2015 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

## 2.8 Notice of Redemption.

(a) In the event any Series 2015 Bonds are to be redeemed, the Issuer shall cause notice of such redemption to be given as provided in this Section 2.8. Notice of redemption shall be given by the Bond Registrar by first class mail,

postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2015 Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Series 2015 Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Series 2015 Bonds; (ii) any other descriptive information needed to identify accurately the Series 2015 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2015 Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Series 2015 Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Series 2015 Bonds or portions of Series 2015 Bonds to be redeemed and, if less than all of any Series 2015 Bond, the principal amount of each Series 2015 Bond that is to be redeemed; and (ix) that the interest on the Series 2015 Bonds or portion of Series 2015 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2015 Bonds or portions of Series 2015 Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Series 2015 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, at least two (2) business days in advance of the mailed notice to Registered Owners of Series 2015 Bonds to be redeemed, by registered or certified mail or overnight delivery service or facsimile transmission to the Purchaser and to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2015 Bonds, and to one or more national information services that disseminate notices of redemption of obligations such as the Series 2015 Bonds. 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.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on

such Series 2015 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Series 2015 Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

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

2.9 Partially Redeemed Series 2015 Bonds. In case any Series 2015 Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Series 2015 Bond of a denomination of more than \$1,000 to be redeemed will be in the principal amount of \$1,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2015 Bonds of \$1,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by \$1,000.

2.10 Sale of Series 2015 Bonds. (a) The sale of the Series 2015 Bonds is hereby approved as follows:

(i) The Series 2015 Bonds authorized to be issued herein shall be sold to the Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Bond Purchase Agreement, 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 in connection with the sale of the Series 2015 Bonds.

(ii) To evidence the acceptance by the Council of the Bond Purchase Agreement, the Mayor and/or the Designated Officers are hereby authorized and directed to execute and deliver, and the City Recorder to attest, the Bond Purchase Agreement substantially in the form attached hereto as Exhibit B, with such changes, omissions, insertions and revisions

as the Designated Officers shall deem advisable, and delivery thereof to constitute conclusive evidence of such approval.

2.11 Execution of Bonds. The Series 2015 Bonds shall be executed on behalf of the Issuer by the Mayor and attested by the City Recorder (the signatures of the Mayor and City Recorder being either manual and/or by facsimile), and the corporate seal of the Issuer or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Mayor and City Recorder and such facsimile of the seal of the Issuer on the Series 2015 Bonds is hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation and sealing of the Series 2015 Bonds by said officials. The Series 2015 Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Series 2015 Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Series 2015 Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (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 2015 Bonds issued hereunder or that all of the Series 2015 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 Mayor and City Recorder are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond

Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

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

2.12 Delivery of Bonds; Application of Proceeds. The Series 2015 Bonds shall be delivered to the Purchaser at such time and place as provided in the Bond Purchase Agreement. The City Recorder of the Issuer is hereby authorized and instructed to make delivery of the Series 2015 Bonds to the Purchaser and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement, and to deposit the proceeds of sale as follows:

(a) An amount shall be deposited into an escrow fund established with respect to the Refunded Bonds to refund and retire the Refunded Bonds as soon as practicable on the date of delivery of the Series 2015 Bonds, unless otherwise provided in the Terms Certificate.

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

2.13 Provisions for Refunding and Redemption of Refunded Bonds. By execution of the Terms Certificate, the Issuer will have elected to refund the Refunded Bonds and to call and redeem on the respective first optional redemption date each series of the Refunded Bonds then outstanding (as more specifically identified in the Terms Certificate) at a redemption price equal to one hundred percent (100%) of the principal amount of each Refunded Bond to be so redeemed, plus accrued interest thereon to the redemption date.

2.14 Further Authority. The Mayor, Designated Officers, the City Recorder and such other officials of the Issuer as may be required, are hereby authorized and directed to execute all certificates, documents, and other instruments (including, but not limited to an escrow agreement or similar agreement) and make such elections under the Code as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Series 2015 Bonds and to comply with applicable provisions of the Code.

## 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 Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(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 (a) hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (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 Issuer shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

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 (a) 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 2015 Bonds, which shall at all times be open to inspection by the Issuer, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

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

- (a) to act as authenticating 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 Issuer 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 submitted for exchange or transfer;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2015 Bonds.

## ARTICLE IV

### COVENANTS AND UNDERTAKINGS

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

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

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

4.4 Tax Covenants. The Issuer further covenants and agrees to and for the benefit of the Bondholders that on and following the Tax-Exempt Conversion Date the Issuer (i) will not take any action that would cause interest on the Series 2015 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 2015 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 2015 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2015 Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2015 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

Pursuant to these covenants, the Issuer obligates itself to comply on and following Tax-Exempt Conversion Date with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

## 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

Registered

Registered

UNITED STATES OF AMERICA  
STATE OF UTAH  
CITY OF WASHINGTON TERRACE, UTAH  
FEDERALLY TAXABLE/CONVERTIBLE TO TAX-EXEMPT  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2015

[UPON ANY TAX-EXEMPT CONVERSION DATE THIS BOND WILL HAVE BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION’S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.]

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

<u>Taxable Interest</u>	<u>Tax-Exempt Interest</u>		
<u>Rate</u>	<u>Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>
_____%		_____, 20__	_____, 2015

Registered Owner: \_\_\_\_\_

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

City of Washington Terrace, Utah (the “Issuer”), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), which interest shall be payable on January 1 and July 1 of each year, commencing January 1, 2016 (each an “Interest Payment Date”), which Interest Rate shall be the Taxable Rate prior to a Tax-Exempt Conversion 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 2015 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 2015 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 principal corporate trust office of the Paying Agent, and payment of the semiannual interest hereon shall be made by wire, 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 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 Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds, Series 2015 of the Issuer (the "Series 2015 Bonds") limited to the aggregate principal amount of \$\_\_\_\_\_, and issued pursuant to (a) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), and (b) a resolution of the Council adopted on August 18, 2015 (the "Resolution"). The Series 2015 Bonds are authorized to be issued for the purpose of (a) refunding and retiring certain of the Issuer's outstanding general obligation bonds and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 Bonds.

The City Recorder is the initial Bond Registrar and Paying Agent with respect to the Series 2015 Bonds. Said Bond Registrar and Paying Agent, together with any successor Bond Registrar or Paying Agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

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

This Bond is transferable, as provided in the Resolution, only upon the books of the Issuer kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered 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 Issuer, 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 Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Issuer is not required to transfer or exchange any 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 2015 Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Series 2015 Bonds are subject to optional redemption as described in the Resolution and related Terms Certificate.

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

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

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

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$1,000 to be redeemed will be in the principal amount of \$1,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds

for redemption, each such Bond shall be treated as representing that number of Series 2015 Bonds of \$1,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by \$1,000.

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 Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this 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, THE CITY OF WASHINGTON TERRACE, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and attested and countersigned by its City Recorder (the signatures of said Mayor and City Recorder being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

CITY OF WASHINGTON TERRACE,  
UTAH

(SEAL)

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

Mayor

ATTEST AND COUNTERSIGN:

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

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2015 Bonds described in the within mentioned Resolution and is one of the Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds, Series 2015 of the City of Washington Terrace, Utah.

\_\_\_\_\_,  
as Bond Registrar

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

Date of Registration and Authentication: \_\_\_\_\_

## ABBREVIATIONS

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

TEN COM – as tenants in common  
TEN ENT – as tenants by the entireties  
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_  
(Minor)

Under Uniform Gifts to Minors Act of \_\_\_\_\_  
(State)

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

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_,  
the undersigned sells, assigns and transfers unto:

\_\_\_\_\_  
(Social Security or Other Identifying Number of Assignee)

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

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

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

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

SIGNATURE GUARANTEED:

\_\_\_\_\_  
NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

## ARTICLE VI

### MISCELLANEOUS

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

6.2 Notice of Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder shall cause a “Notice of Bonds to be Issued” to be (a) published one (1) time in the Ogden Standard Examiner, a newspaper of general circulation in the Issuer, (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 Issuer’s office in the City of Washington Terrace, Utah, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the form set forth in Exhibit D attached hereto.

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

6.4 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.

6.5 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.

6.6 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.

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

6.8 Maintenance of Records; Copies. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2015 Bonds shall be kept on file with the City Recorder at the City of Washington Terrace, Utah, where the same shall be made available for inspection by any Registered Owner of the Series 2015 Bonds, or his, its or their agents for so long as any of the Series 2015 Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Series 2015 Bonds.

6.9 Effective Date. This Resolution shall take effect immediately upon its approval and adoption by the City.

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

APPROVED AND ADOPTED this August 18, 2015.

CITY OF WASHINGTON TERRACE,  
UTAH

(SEAL)

---

Mayor

ATTEST AND COUNTERSIGN:

---

City Recorder

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

The meeting was then adjourned.

---

Mayor

ATTEST AND COUNTERSIGN:

---

City Recorder



EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Amy Rodriguez, the undersigned City Recorder of the City of Washington Terrace, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council of (the "Council") of the City on August 18, 2015, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on August \_\_\_\_, 2015, 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 Ogden Standard Examiner, on August \_\_\_\_, 2015, 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 Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on \_\_\_\_\_, 2015, at the principal office of said City, (ii) provided to at least one newspaper of general circulation within the City on \_\_\_\_\_, 2015, 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 signature and impressed hereon the official seal of the City this August 18, 2015.

\_\_\_\_\_  
City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B  
FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. \_\_)

EXHIBIT C  
FORM OF TERMS CERTIFICATE

(See Transcript Document No. \_\_)

EXHIBIT D

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on August 18, 2015, the City Council (the "Council") of the City of Washington Terrace, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Federally Taxable/Convertible to Tax-Exempt General Obligation Refunding Bonds, Series 2015 (to be issued in one or more series and from time to time, with any other title or series designation directed by the Terms Certificate) (the "Bonds").

PURPOSE FOR ISSUING THE BONDS

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (i) refunding certain outstanding general obligations bonds of the Issuer in order to achieve a debt service savings, and (ii) paying related expenses.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not to exceed One Million Eight Hundred and Fifty Thousand Dollars (\$1,850,000), to mature in not more than six (6) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Bonds may be issued in one or more series, and be sold at such time, all as the Issuer may determine.

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.

A copy of the Resolution is on file in the office of the City Recorder of the City of Washington Terrace, Utah in the City offices located at 5249 South Pointe Drive, Washington Terrace, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

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.

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 August 18, 2015.

/s/ Amy Rodriguez  
City Recorder

## NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on August 18, 2015, the City Council (the "Council") of the City of Washington Terrace, Utah (the "Issuer") is expected to adopt a resolution (the "Resolution") in which it will authorize the issuance of the Issuer's General Obligation Refunding Bonds, Series 2015 (to be issued in one or more series and from time to time, with any other title or series designation directed by the Terms Certificate) (the "Bonds").

### PURPOSE FOR ISSUING THE BONDS

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (i) refunding certain outstanding general obligations bonds of the Issuer in order to achieve a debt service savings, and (ii) paying related expenses.

### PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not to exceed One Million Eight Hundred and Fifty Thousand Dollars (\$1,850,000), to mature in not more than six (6) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Bonds may be issued in one or more series, and be sold at such time, all as the Issuer may determine. The Bonds may be issued initially with a taxable interest rate, but with a conversion option to be issued at a tax-exempt interest rate upon anticipated qualification for the same in 2016.

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.

A copy of the Resolution is on file in the office of the City Recorder of the City of Washington Terrace, Utah in the City offices located at 5249 South Pointe Drive, Washington Terrace, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

### 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.

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 August 18, 2015.

/s/ Amy Rodriguez  
City Recorder



## Short Form Agreement for the Provision of Limited Professional Services

**Date:** August 10, 2015  
**Engineer:** Cartwright AEC  
**Client:** Washington Terrace City  
**Project No.:** NA  
**Project Name:** Washington Terrace Water Tank  
Anchorage – Adams Ave.  
**Project Location:** Washington Terrace, Utah

This agreement is intended to set specific terms regarding consulting services rendered. Upon returning this form to Cartwright, either signed or with an attached endorsement, this will be a binding contract between said parties. This estimate is based upon information provided by the client, particularly from the following documents:

- E-mails (and other correspondence) between Cartwright and Client and site visit on 8/5/2015.

### Scope of Services:

1. Structural calculations and drawings for new anchorage of existing water tank on Adams Ave. (\$18,750).
2. Increase in design fee to account for 8'-0" tank height increase from height used in analysis of existing tank on 500 west (\$1,500).
3. Additional design work to perform design in compliance with NFPA-22 and AWWA-D100-11 standards (\$1,200).
4. Investigate current and required flexibility of attachments of 3 large pipes to determine if new attachments are required (design is not included in this fee item), (\$1,500).
5. Construction administration (submittal review, RFI response and answering other questions regarding engineering design and install, excluding site visits), (\$2,000).

### Other services that may be included in the Scope of Services upon request (not currently included in fee stated below):

6. Soils report for tank site (\$6,000).
7. Site visits (\$600/per visit).
8. Inspections and testing (\$5,650).

### Items Specifically Omitted from the Scope of Services:

9. Design of new flexible pipe attachments.
10. All services not specifically stated in the scope of services above.
11. Any change in design or scope that would increase engineering work.

### Deliverables\*:

- Stamped and signed structural engineering calculations and drawings for new anchorage system.

*\*Note: Deliverables will be provided in electronic format with a reasonable number of hardcopies, as requested.*

### Fee Arrangement:

For the Scope of Services (Items 1-5) above, a fixed fee of **\$24,950** is proposed.

# **CARTWRIGHT**

Any additional services as requested (other than those specifically listed above), will be charged at the following rates:

Principal Engineer	\$150/hr	Drafting Technician	\$80/hr
Project Manager	\$120/hr	Administrative	\$80/hr
Project Engineer	\$100/hr	Materials	cost + 15%

Please sign below or return this agreement attached to an endorsement indicating that the terms and conditions outlined in this agreement are acceptable. Work will only begin following receipt of this document by *Cartwright Engineers*.



8/10/2015

\_\_\_\_\_  
Authorized Cartwright  
Representative

Date

\_\_\_\_\_  
Authorized Client  
Representative

Date

*The terms and conditions on the following page are included as part of this agreement.*



## Terms and Conditions

**Cartwright AEC** (CONSULTANT) shall perform the services for (CLIENT) outlined in this agreement for the stated fee arrangement.

### Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the CLIENT. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the CONSULTANT may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service and/or withhold reports. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay cost of collection, including reasonable attorneys' fees.

### Access To Site

Unless otherwise stated, the CONSULTANT will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT shall notify the CLIENT who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### Indemnification

The CLIENT shall indemnify and hold harmless the CONSULTANT and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except the CONSULTANT) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

### Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of the CONSULTANT's fee. Such causes include, but are not limited to, the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the CLIENT shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### Ownership Documents

All documents produced by the CONSULTANT under this agreement shall remain the property of the CONSULTANT and may not be used by the CLIENT for any other endeavor without the written consent of the CONSULTANT.

### Dispute Resolution

Any claim or dispute between the CLIENT and the CONSULTANT shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the CONSULTANT.

## City Council Staff Report

**Author: Building & Planning Dept.**

**Subject: Janitorial Contract Extension for City Hall & Civic Center**

**Date: August 18, 2015**

**Type of Item: Discussion/Motion**

**Summary Recommendation: To approve, by motion, extending the Todd Smith Enterprises janitorial services contract for City Hall and the Civic Center through December 31, 2015**

### **Description:**

#### **A. Topic: Janitorial Services Contract**

##### **Background:**

Todd Smith Enterprises provides janitorial services for City Hall and the Civic Center. These contracts are set to expire as follows:

City Hall	dated August 22, 2015,
Civic Center	dated November 19, 2015

Staff recommends that these contracts be extended through December 31, 2015.

The benefits of extending these contracts include:

- Contract Bundling – ease of procurement processes and contract management.
- Calendar Year Renewal Period – ease of procurement processes and contract management.

Todd Smith Enterprise is aware of this proposed change and is in agreement with this extension.

Additionally, prior to December 31, 2015, staff will consider if it is in the best interest of the City to competitively bid these services or renegotiate new terms and conditions with the current provider. Staff's recommendation will be presented to the Council for further consideration at that time.

#### **B. Department Review: City Manager and Building & Planning.**

**NOTICE OF AWARD**

TO: Todd Smith Enterprises

PROJECT DESCRIPTION: **WASHINGTON TERRACE CITY JANITORIAL MAINTENANCE CONTRACT** for City Hall

The Owner has considered the bid submitted by you for the above-described work in response to its Request for Proposals dated July 18, 2012.

You are hereby notified that your bid has been accepted for services and materials in the amount of:

\$ 722.<sup>00</sup> per month for FY 2013 (through June 30, 2013).

You are required under the terms of the Request for Proposals to execute the Contract Agreement and furnish the required bonds, certificates of insurance, and licenses within 10 calendar days from the date of this Notice. If you fail to execute said Agreement or to furnish bonds, certificates of insurance, and/or licenses within 10 days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance to your bid to be abandoned. The Owner will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 21 day of August, 2012

BY:

Thomas Johnson

TITLE:

City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice of Award is hereby acknowledged

BY:

Shara Smith Todd Smith Enterprises

This

22nd day of August, 2012

BY:

Shara Lee V Smith

TITLE:

Co-owner/partner

Cont 129 B-

[REDACTED]

Services

8/2/12

**WASHINGTON TERRACE CITY, UTAH**

**REQUEST FOR PROPOSALS  
INSTRUCTIONS**

Washington Terrace City  
[REDACTED]  
**JANITORIAL CONTRACT**

July 18, 2012

Due  
August 9, 2012  
2:00 p.m.

Please provide Four (4) Copies

To  
Washington Terrace City  
Attn: Steve Harris, Public Works Director  
5249 South 400 East  
Washington Terrace City, Utah 84405  
Ph: (801) 393-8681  
Fax: (801) 393-1921

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for  
REQUEST FOR PROPOSALS  
WASHINGTON TERRACE CITY  
CITY HALL  
JANITORIAL CONTRACT

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**City Hall Building  
CLEANING AND MAINTENANCE AGREEMENT**

This Cleaning and Maintenance Agreement ("AGREEMENT") entered into on this 21 day of Nov 2012, by and between the CITY OF WASHINGTON TERRACE (hereinafter known as "CITY"), County of Weber, State of Utah, and Tommy Sembrone, (hereinafter known as "CUSTODIAN").

**WHEREAS**, the CITY desires to solicit the services of CUSTODIAN to perform cleaning and maintenance services at the City Hall building; and

**WHEREAS**, CUSTODIAN agrees to clean and maintain the City Hall building, 5249 South 400 East, Washington Terrace City, Utah; and

**WHEREAS**, CUSTODIAN shall perform and complete the duties described herein at his discretion between the hours of 5:30 p.m. and 7:30 a.m. Monday through Friday and anytime on Saturdays;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, both the CITY and CUSTODIAN agree to the terms and duties as outlined in Exhibit A:

**RECITALS.** The above recitals are incorporated herein as part of this AGREEMENT.

**STATUS.** The Parties agree and recognize that CUSTODIAN shall act as an independent contractor with the CITY, and not as an employee of the CITY. CUSTODIAN is at liberty to choose the manner, method and instrumentality of his performance of this AGREEMENT.

**CLEANING ACTIVITIES.** Exhibit A incorporates Daily, Weekly, Monthly, Quarterly, Semi-Annual, and Annual cleaning activities that identify the scope of this Agreement.

**TERMS.** This AGREEMENT shall become effective immediately upon approval executed by both parties. This AGREEMENT may be terminated by the CITY or CUSTODIAN by providing a written thirty (30) day notice to the other party. This AGREEMENT shall be for a term of three (3) years. Thereafter, at the written consent of both parties, the cleaning and maintenance agreement may be renewed for an additional three one (1) year terms.

**PERFORMANCE EVALUATION.** The CITY shall review and evaluate, at least once per year, CUSTODIAN's performance of this AGREEMENT. Said review and evaluation shall be conducted in accordance with the criteria developed by the CITY.

**PERFORMANCE AUDITS.** The CITY shall perform audits and provide timely feedback to CUSTODIAN regarding his performance under this AGREEMENT. On a minimum monthly basis the CITY will meet with CUSTODIAN and conduct an on-site inspection. At this time the CITY shall identify any issues that may exist and determine with CUSTODIAN a corrective plan.

**BUILDING USAGE, SCHEDULE AND NIGHT MEETINGS.** The CITY has night and weekend meetings that vary on a monthly basis. The CITY may at times use certain rooms only a few days per week. Rooms that are used infrequently are identified in Attachment A and have been identified as having less frequent cleaning requirements. CUSTODIAN agrees to inspect and clean all rooms nightly and provide the required daily cleaning tasks. In the event that a room, area, or office has not been used, the CITY and CUSTODIAN agree that an abbreviated cleaning regimen is appropriate for that day which includes spot cleaning and emptying of trash.

**LICENSE, WORKERS COMPENSATION, HEALTH REQUIREMENTS, AND BOND.** CUSTODIAN shall maintain all necessary licenses, workers compensation insurance, health requirements, and be bonded for a minimum of ten thousand dollars (\$10,000) for himself and anyone he may choose to employ, hire or with whom he may contract for the performance of this AGREEMENT. Proof of said licenses, workers compensation coverage, health requirements, and bond shall be provided to the City Recorder within 21 days of contract execution and by July 1 of each year.

**LICENSING AND LIABILITY COVERAGE.** CUSTODIAN shall notify CITY within 72 hours if any of the licenses, the bond, or workers compensation coverage related to this AGREEMENT expires, is revoked, or in any way changes, resulting in a lack of coverage for this AGREEMENT. Failure to notify the CITY shall constitute a breach of this AGREEMENT and may result in the immediate termination thereof at CITY's discretion.

**LOCAL, STATE, AND FEDERAL WORK REQUIREMENTS.** CUSTODIAN shall maintain and insure that his employees, if any, are trained and compliant with all applicable Local, State, and Federal work regulations and safety requirements. CUSTODIAN shall indemnify, defend, and hold CITY harmless for any claims, damages, disputes, and infractions caused by or related to CUSTODIAN's employment practices, as well as any and all claims, suits, or damages of any kind which are related to, or in any way flow from, any act or omission of CUSTODIAN, whether in the performance of this AGREEMENT or not. Utah Code Annotated Section 63G-11-103(3) states: "Beginning July 1, 2009, a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State." This requirement will be adhered to throughout the term of the contract.

**BACKGROUND CHECK.** In compliance with Court requirements, only persons with a current Background Check (BCI) are allowed in the secured court area; i.e., interior hallway, judge's office, records storage room, or court clerk's office. Background Check requirements for access to these areas must be strictly adhered to without any exceptions.

**COMPENSATION.** The CITY shall pay compensation to CUSTODIAN at a rate of Seven hundred twenty two dollars (\$ 722 ) per month. This rate shall increase automatically by 3% for each year of the term effective July 1, 2013. If the CITY and CUSTODIAN decide to execute the three one-year extensions of the contract these price adjustments shall be negotiated on a year-to-year basis.

**PAYMENT TERMS.** CUSTODIAN shall submit a signed and dated monthly invoice by the 2<sup>nd</sup> of each month or the second business day thereafter. The CITY shall pay invoices no later than 10 business days after the receipt of invoice.

**CUSTOMER SERVICE.** As a public service entity, it is important that all inquiries, comments, and questions from the public be addressed in a caring and sensitive manner. CUSTODIAN agrees to be helpful, courteous, and respectful when interacting with the public and City staff. Questions, comments, or concerns that CUSTODIAN is unable to resolve should be referred to the Public Works Director. As an independent contractor, CUSTODIAN is not authorized to speak on behalf of, nor bind or obligate, the CITY. CUSTODIAN is not permitted to allow any unauthorized access to the building during non-business hours. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

**VACATION SCHEDULING.** CUSTODIAN is responsible to notify the CITY 14 days prior to a vacation or scheduled absence. CUSTODIAN agrees to identify and train a competent REPLACEMENT during any scheduled absences or when he will be unable to perform the terms of this contract. CUSTODIAN shall identify in writing to the CITY fourteen (14) days prior to a vacation the REPLACEMENT that will be providing services in his absence. CUSTODIAN will defend, indemnify, hold harmless, reimburse and repair, and protect the CITY from any and all expenses, liabilities, attorney's fees, costs, or replacement items that may arise because of the REPLACEMENT. The CITY has the right to refuse the proposed REPLACEMENT with cause. In the event that a REPLACEMENT is rejected by the CITY, CUSTODIAN shall be responsible to identify approved coverage through the same process. The CITY shall in no way be responsible to compensate the identified REPLACEMENT for work, materials, or services.

**TRAINING.** CUSTODIAN assumes all liability associated with training and maintaining the most current certifications and education as he deems necessary for his field.

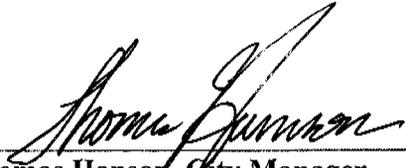
**CLEANING AND MAINTENANCE SUPPLIES.** The CITY agrees to provide CUSTODIAN with the following cleaning and maintenance supplies: vacuum, waste receptacle liners, toilet paper, hand soap, and hand towels. CUSTODIAN shall be responsible for supplying all other cleaning equipment/supplies, protective equipment such as gloves and protective eyewear, and maintenance supplies necessary to perform the duties described herein.

DATED this 21 day of AUGUST 2012

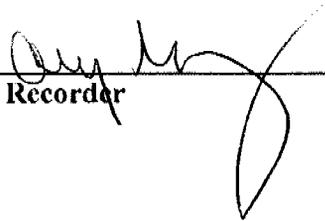
CUSTODIAN

Shara Lee K Smith  
Custodian

CITY OF WASHINGTON TERRACE

  
\_\_\_\_\_  
Thomas Hanson, City Manager

ATTEST:

  
\_\_\_\_\_  
City Recorder

## **Request For Proposals**

### **JANITORIAL MAINTENANCE CONTRACT**

#### **WASHINGTON TERRACE CITY CORPORATION**

**RECEIPT OF PROPOSALS:** Proposals will be received at Washington Terrace City Hall, 5249 South 400 East, Washington Terrace City, until August 9, 2012, at 2:00 pm for a JANITORIAL MAINTENANCE CONTRACT for City Hall.

**DESCRIPTION OF WORK:** To provide janitorial maintenance services by a state-registered and bonded individual or firm for the City Hall owned by Washington Terrace City. Work to include, but is not limited to: floor and rug cleaning and maintenance, restroom cleaning, office cleaning, dusting/cleaning all horizontal surfaces, interior and exterior window and blind cleaning, kitchen/break room cleaning, etc. A three-year contract with the successful party will be negotiated from this request.

**DEADLINE FOR PROPOSALS:** Proposals will be received until 2:00 p.m. on August 9, 2012 at the above mentioned Washington Terrace City Hall, 5249 South 400 East, Washington Terrace, Utah.

**OBTAINING DOCUMENTS:** Request for Proposal Information and Contract Documents may be obtained at the Washington Terrace City Hall as listed above; upon application at no cost. Please call 801-393-8681 for availability of documents.

**REQUIRED PRE-BID MEETING:** A Pre-bid Meeting will be held at City Hall Council Chambers on August 1, 2012 at 6:00 p.m. All bidders must attend. Scope of work, answers to questions, and a tour of the building will be covered.

**WAITING PERIOD BEFORE AWARD:** A waiting period of 30 calendar days from the date of opening of proposals to award of contract may be required.

**PROJECT ADMINISTRATION:** All questions relative to this project, prior to the opening of bids, shall be directed to the Public Works Director at City Hall. All questions must be submitted in writing and will be answered and forwarded to Contract Document holders as an addendum to the Request for Proposals.

**OWNER'S RIGHTS RESERVED:** The Owner reserves the right to reject any or all proposals, to waive any informality in a proposal, and to make awards in the interest of the Owner.

**EMPLOYEE STATUS VERIFICATION:** Utah Code Annotated Section 63G-11-103(3) states: "Beginning July 1, 2009, a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State." All bidders are required to conform to this law and should not submit a bid unless they currently comply with its provisions.

Dated this 18th day of July, 2012.

By: Thomas Hanson, City Manager  
WASHINGTON TERRACE CITY CORPORATION

Published: July 22, 26, 29

**REQUEST FOR PROPOSALS**  
**for**  
**WASHINGTON TERRACE CITY**  
**CITY HALL**  
**JANITORIAL CONTRACT**

**SUMMARY SHEET**

1. Project Sponsor: Washington Terrace City (the City).
2. Location: Washington Terrace City Hall.
3. Requested Services: To provide janitorial maintenance services by a state-registered and bonded individual or firm for the City Hall building. Work to be in accordance with the contract and Exhibit A, a copy of which is included.
4. Contract Representative: Steve Harris, Public Works Director  
Washington Terrace City  
5249 South 400 East, Washington Terrace, UT 84405  
Phone: (801) 395-8289  
Fax: (801) 393-1921
5. Advertisement Dates: July 22, 26, & 29, 2012
6. Pre-bid Meeting: August 1, 2012 at 6:00 PM – Attendance is required.
7. Proposal Due Date: August 9, 2012 at 2:00 PM
8. Proposal Format: Four (4) copies of the proposal are required. Responses to this request will be made in accordance with the guidelines and information provided herein. The City reserves the right to interview respondents or to request product demonstrations as part of the proposal evaluation process and to reject any or all proposals.
9. Submit proposals to: Steve Harris, Public Works Director  
Washington Terrace City  
5249 South 400 East, Washington Terrace, UT 84405  
Phone: (801) 395-8289  
Fax: (801) 393-1921

**REQUEST FOR PROPOSALS  
WASHINGTON TERRACE CITY  
CITY HALL  
JANITORIAL CONTRACT**

**I. INTRODUCTION**

This Request for Proposals is intended to provide janitorial maintenance services for the City Hall building in Washington Terrace City.

**II. SCOPE OF WORK**

The Scope of work shall be as stipulated in the attached EXHIBIT A: Cleaning and Maintenance Agreement Duties and Terms, Washington Terrace City, City Hall Building. The exhibit is attached to the Cleaning and Maintenance Agreement.

**III. OBJECTIVES AND TASKS**

The Objectives and tasks shall be as stipulated in the attached Cleaning and Maintenance Agreement.

**IV. QUALIFICATIONS OF RESPONDENTS**

Respondents to this request shall be able to demonstrate their capability to comply with the following minimum requirements:

- A. Must be state-registered and bonded for janitorial work in the State of Utah.
- B. Must be able to provide a summary of work performed on similar projects with similar complexity within the past five years.
- C. Provide references from current and/or previous janitorial contracts of similar or greater size and complexity.
- D. Describe capabilities and background of qualified personnel.
- E. Provide brief resumes of owners and key personnel (Foreman) who will be working in the City.
- F. Provide, if selected, Green Card verification on all employees (to be re-submitted yearly).
- G. Provide up-to-date (BCI) police record background checks on all contractor's employees working in court-specific areas at City Hall.

## V. REQUIREMENTS FOR PROPOSAL SUBMITTAL

Proposals should be limited to 12 single-sided pages of single- or double-spaced written text, in addition to appropriate brochures, equipment lists, etc. All proposals shall contain the following information:

- A. A Letter of Introduction
- B. The name, address, and telephone number of the licensed contractor.
- C. A written description of the Scope of Work according to the understanding of the submitter.
- D. A statement of the Contractor's expertise, experience, or attributes that will provide an indication of the submitter's ability to fulfill the Contract. Include a description of related experience for clients similar to Washington Terrace during the previous five years.
- E. List key personnel from the company that will be assigned to the city, their expertise/experience, and their anticipated involvement (by percentage or hours) in the contract.
- F. A listing of equipment and total number of employees available and employed by the Contractor.
- G. A list of past projects of similar size, scope, etc. and the name, telephone number, and position of a contact person from each entity who is familiar enough with the Contractor's performance to provide a reference.

## VI. EVALUATION PROCEDURE/CRITERIA FOR SELECTING CONTRACTOR

Selection of the successful proposal will be based on several factors such as past experience, capability, references, cost, and proposal presentation. A panel consisting of the City Public Works Director and other staff identified by the City will evaluate and assign points to each proposal submitted. The respondent with the proposal scoring the highest number of points may be awarded the contract upon approval of the Washington Terrace City Council. A total of 100 possible points will be assigned as follows:

CATEGORY	POSSIBLE NUMBER OF POINTS
A. Qualifications and direct experience -- Includes experience with similar type and size contracts.	20

B.	Responses from References	10
C.	Cost of the Contract	65
D.	Compliance with the requirements of this Request for Proposals.	5
		100
TOTAL POINTS		100

NOTE: The Proposal should be clear, concise, and refrain from extensive narrative. It must show a clear capability and understanding by the Contractor to satisfactorily fulfill the requirements of a total janitorial maintenance program for the City of Washington Terrace.

**VII. AUTHORIZATION TO BEGIN WORK**

The selected provider of these services will be given a written Notice of Award within ten (10) days following the final proposal review. A contract (copy attached) for providing the CLEANING AND MAINTENANCE will accompany that notice and the Contractor shall sign two original copies and return the Agreement to the Public Works Director within ten (10) days of receiving the Notice of Award; along with required State of Utah business registration, business licensing, bonding, and insurance verification and requested documentation listed under Paragraph IV (Background Checks excepted if not immediately available). Within ten (10) days following receipt of the signed Agreement the City will return one fully executed copy of the Agreement to the Contractor. The Contractor shall commence execution of the contract in accordance with the dates listed in the Agreement.

**COST SCHEDULE**

**WASHINGTON TERRACE CITY CORPORATION  
CITY HALL  
JANITORIAL CONTRACT**

The undersigned Contractor, having examined and determined the scope of the Request for Proposals, hereby proposes to perform the work described herein for the following monthly fee:

**CITY HALL (EXHIBIT A)**

**MONTHLY CONTRACT AMOUNT (FY 2013):**     \$ \_\_\_\_\_ /Month

Note: 1. Proposal amounts shall include sales taxes and all other applicable taxes, fees, licenses, bonds, insurance, etc.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Seal (if bid is by Corporation)

Respectfully Submitted:

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
State Registration No.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**PART 2 - CONTRACT DOCUMENTS**

**PART 1 - INFORMATION**

Area      Cleaning Item      Cleaning Frequency      Typical Days of Use      Comments

**Vestibules, Lobby, and Halls**

	Lock outside doors	Daily	Monday through Friday	
	Vacuum carpet and runners	Daily		
	Spot clean carpet	As needed		
	Wash door knobs & light switches	Daily		
	Dust & clean tables/counters/ledges	Daily		
	Wash walls/remove marks and scuffs	Daily		
	Wash door glass	Daily		
	Disinfect and dry drinking fountains	Daily		
	Turn off lights	Daily		
	Clean front windows/entryway glass	As needed, at least weekly		<b>Others to clean security windows (2)</b>
	Dust window sills	As needed, at least weekly		
	Dust pictures and wall decorations	As needed, at least monthly		

**Restrooms (4)**

	Stock all paper supplies	Daily	Monday through Friday	
	Empty garbage	Daily		
	Wash door knobs & light switches	Daily		
	Mop floors with disinfectant	Daily		
	Clean mirrors	Daily		
	Clean & disinfect sinks and wipe dry	Daily		
	Clean & disinfect toilets and wipe dry	Daily		
	Fill soap dispensers	As needed		
	Clean stalls, ADA Bars, doors, etc	As needed, at least weekly		
	Wash walls	As needed, at least monthly		
	Buff, wax, & polish floors	As needed, at least quarterly		

**Janitorial Closet**

	Lock door and turn off light	Daily	Monday through Friday	
	Clean, organize, and straighten	As needed, at least monthly		

Area      Cleaning Item      Cleaning Frequency      Typical Days of Use      Comments

**Break Room and Kitchen**

	Sweep and mop tile floor	Daily	Monday through Sunday	
	Wash door knobs & light switches	Daily		
	Empty garbage	Daily		
	Vacuum carpet	Daily		
	Spot clean carpet	As needed		
	Clean sink, counters, and tables	Daily		
	Wipe front of microwave and fridge	Semiweekly		
	Clean, dust, straighten chairs	Daily		
	Wipe front vending machines and TV	As needed, at least weekly		
	Clean window sills & door	As needed, at least monthly		
	Mop, wax, & polish tile floor	As needed, at least quarterly		

**Council Chambers**

	Vacuum	Monday and Wednesday	Tuesday and Wednesday	
	Spot clean carpet	As needed		
	Wash door pulls & light switches	Monday and Wednesday		
	Clean, dust, and arrange chairs	Monday and Wednesday		
	Empty garbage	Monday and Wednesday		
	Clean rostrum and podium	Monday and Wednesday		

**Definition of Buff: Remove scuff marks and clean**

- In addition to the above:**
- Wash all interior and exterior windows semi-annually - mutually scheduled
  - Wash walls and doors as needed, at least semi-annually
  - Dust all window sills as needed, at least monthly
  - Clean window blinds as needed, at least annually

**Civic/Senior Center Building  
CLEANING AND MAINTENANCE AGREEMENT**

This Cleaning and Maintenance Agreement ("AGREEMENT") entered into on this 19 day of ~~NOVEMBER~~ 2009, by and between the CITY OF WASHINGTON TERRACE (hereinafter known as "CITY"), County of Weber, State of Utah, and Todd Smith Enterprises, (hereinafter known as "CUSTODIAN").

**WHEREAS**, the CITY desires to solicit the services of CUSTODIAN to perform cleaning and maintenance services at the Civic/Senior Center building; and

**WHEREAS**, CUSTODIAN agrees to clean and maintain the Civic/Senior Center building, 4601 S. 300 W. Washington Terrace City, Utah; and

**WHEREAS**, CUSTODIAN shall perform and complete the duties described herein at his discretion between the hours of 4:00 p.m. and 12:00 a.m. Monday through Friday and anytime on Saturdays as presently scheduled. Availability of the building for cleaning may require adjustment as building usage evolves; i.e., youth and adult programs/classes held after 4:00 p.m. Reasonable cleaning schedule adjustments shall not constitute/warrant any other changes in contract terms;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, both the CITY and CUSTODIAN agree to the terms and duties as outlined in Exhibit A:

**RECITALS.** The above recitals are incorporated herein as part of this AGREEMENT.

**STATUS.** The Parties agree and recognize that CUSTODIAN shall act as an independent contractor with the CITY, and not as an employee of the CITY. CUSTODIAN is at liberty to choose the manner, method and instrumentality of his performance of this AGREEMENT.

**CLEANING ACTIVITIES.** Exhibit A incorporates Daily, Weekly, Monthly, Quarterly, Semi-Annual, and Annual cleaning activities that identify the scope of this Agreement.

**TERMS.** This AGREEMENT shall become effective immediately upon approval executed by both parties. This AGREEMENT may be terminated by the CITY or CUSTODIAN by providing a written thirty (30) day notice to the other party. This AGREEMENT shall be for a term of three (3) years. Thereafter, at the written consent of both parties, the cleaning and maintenance agreement may be renewed for an additional three one (1) year terms.

**PERFORMANCE EVALUATION.** The CITY shall review and evaluate, at least once per year, CUSTODIAN's performance of this AGREEMENT. Said review and evaluation shall be conducted in accordance with the criteria developed by the CITY.

**PERFORMANCE AUDITS.** The CITY shall perform audits and provide timely feedback to CUSTODIAN regarding his performance under this AGREEMENT. On a minimum bi-monthly basis the CITY will meet with CUSTODIAN and conduct an on-site inspection. At this time the

CITY shall identify any issues that may exist and determine with CUSTODIAN a corrective plan.

**BUILDING USAGE, SCHEDULE AND NIGHT MEETINGS.** The CITY periodically schedules night and weekend activities by members of the public that vary on a monthly basis. Said members of the public may at times use certain rooms only a few days per week. Rooms that are used infrequently are identified in Exhibit A and have been identified as having less frequent cleaning requirements. CUSTODIAN agrees to inspect and clean all rooms daily and provide the required daily cleaning tasks. In the event that a room, area, or office has not been used, the CITY and CUSTODIAN agree that an abbreviated cleaning regimen is appropriate for that day which includes spot cleaning and emptying of trash.

**LICENSE, WORKERS COMPENSATION, HEALTH REQUIREMENTS, AND BOND.** CUSTODIAN shall maintain all necessary licenses, workers compensation insurance, health requirements, and be bonded for a minimum of ten thousand dollars (\$10,000) for himself and anyone he may choose to employ, hire or with whom he may contract for the performance of this AGREEMENT. Proof of said licenses, workers compensation coverage, health requirements, and bond shall be provided to the City Recorder within 21 days of contract execution and by July 1 of each year.

**LICENSING AND LIABILITY COVERAGE.** CUSTODIAN shall notify CITY within 72 hours if any of the licenses, the bond, or workers compensation coverage related to this AGREEMENT expires, is revoked, or in any way changes, resulting in a lack of coverage for this AGREEMENT. Failure to notify the CITY shall constitute a breach of this AGREEMENT and may result in the immediate termination thereof at CITY's discretion.

**LOCAL, STATE, AND FEDERAL WORK REQUIREMENTS.** CUSTODIAN shall maintain and insure that his employees, if any, are trained and compliant with all applicable Local, State, and Federal work regulations and safety requirements. CUSTODIAN shall indemnify, defend, and hold CITY harmless for any claims, damages, disputes, and infractions caused by or related to CUSTODIAN's employment practices, as well as any and all claims, suits, or damages of any kind which are related to, or in any way flow from, any act or omission of CUSTODIAN, whether in the performance of this AGREEMENT or not.

**COMPENSATION.** The CITY shall pay compensation to CUSTODIAN at a rate of ~~NINE HUNDRED SEVENTY-FIVE~~ <sup>14%</sup> ~~4~~ <sup>100</sup> dollars (\$~~975~~<sup>90</sup>) per month. This rate shall increase automatically by 3% for each year of the term effective July 1, 2010. If the CITY and CUSTODIAN decide to execute the three one-year extensions of the contract these price adjustments shall be negotiated on a year-to-year basis.

**PAYMENT TERMS.** CUSTODIAN shall submit a signed and dated monthly invoice by the 2<sup>nd</sup> of each month or the second business day thereafter. The CITY shall pay invoices no later than 10 business days after the receipt of invoice.

**CUSTOMER SERVICE.** As a public service entity, it is important that all inquiries, comments, and questions from the public be addressed in a caring and sensitive manner.

CUSTODIAN agrees to be helpful, courteous, and respectful when interacting with the public and City staff. Questions, comments, or concerns that CUSTODIAN is unable to resolve should be referred to the Public Works Director. As an independent contractor, CUSTODIAN is not authorized to speak on behalf of, nor bind or obligate, the CITY. CUSTODIAN is not permitted to allow any unauthorized access to the building during non-business hours. Business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

**VACATION SCHEDULING.** CUSTODIAN is responsible to notify the CITY 14 days prior to a vacation or scheduled absence. CUSTODIAN agrees to identify and train a competent REPLACEMENT during any scheduled absences or when he will be unable to perform the terms of this contract. CUSTODIAN shall identify in writing to the CITY fourteen (14) days prior to a vacation the REPLACEMENT that will be providing services in his absence. CUSTODIAN will defend, indemnify, hold harmless, reimburse and repair, and protect the CITY from any and all expenses, liabilities, attorney's fees, costs, or replacement items that may arise because of the REPLACEMENT. The CITY has the right to refuse the proposed REPLACEMENT with cause. In the event that a REPLACEMENT is rejected by the CITY, CUSTODIAN shall be responsible to identify approved coverage through the same process. The CITY shall in no way be responsible to compensate the identified REPLACEMENT for work, materials, or services.

**TRAINING.** CUSTODIAN assumes all liability associated with training and maintaining the most current certifications and education as he deems necessary for his field.

**CLEANING AND MAINTENANCE SUPPLIES.** The CITY agrees to provide CUSTODIAN with the following cleaning and maintenance supplies: vacuum, buffer, waste receptacle liners, toilet paper, hand soap, and hand towels. CUSTODIAN shall be responsible for supplying all other cleaning equipment/supplies, protective equipment such as gloves and protective eyewear, and maintenance supplies necessary to perform the duties described herein.

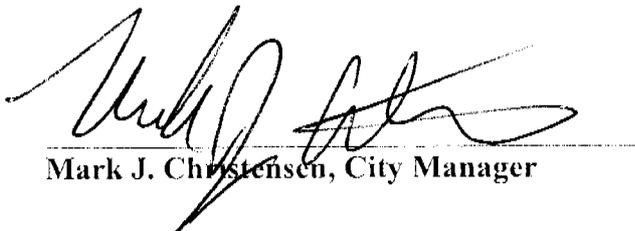
DATED this 19 day of NOVEMBER 2009

CUSTODIAN



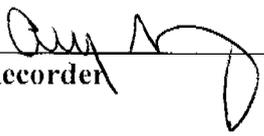
Custodian

CITY OF WASHINGTON TERRACE



Mark J. Christensen, City Manager

ATTEST:

  
\_\_\_\_\_  
City Recorder



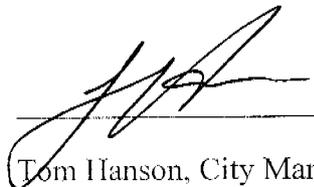
5249 S. South Pointe Drive  
Washington Terrace, UT 84405  
Telephone: (801) 393-8681  
Fax: (801) 393-1921  
www.wt.govoffice.com

### Extension of Cleaning and Maintenance Agreement

In accordance with the Cleaning and Maintenance Agreement for custodial services at the Civic/Senior Center and Fire Station entered into on November 19, 2009 between the City of Washington Terrace and Todd Smith Enterprises, the City has extended the agreement for one additional year beginning on November 1, 2012.

The City of Washington Terrace paid \$1065.41 per month for custodial services through October, 2012. A 3% increase effective November 1, 2012, will bring the compensation rate to \$1097.37 per month for this contract extension.

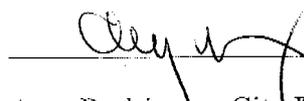
Both parties consent to the above terms of the agreement extension. Additional extension(s) allowed by the contract shall include documented price adjustment justifications. All other terms of the Cleaning and Maintenance Agreement which are not inconsistent with this Extension, shall remain in full force and effect.

  
\_\_\_\_\_  
Tom Hanson, City Manager

2-11-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Todd Smith, Todd Smith Enterprises

02/06/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Amy Rodriguez, City Recorder

2-11-13  
\_\_\_\_\_  
Date

**Exhibit A: Cleaning and Maintenance Agreement Duties and Terms**  
 Washington Terrace City  
 Community/Senior Center Building

Main Floor

Area	Cleaning Item	Cleaning Frequency	Typical Days of Use	Comments
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**Offices and Greeting Areas (3)**

	Vacuum	Daily	Monday through Friday	
	Spot clean carpet	As needed		
	Empty garbage	Daily		
	Clean, dust, & straighten chairs	Daily		
	Wash door knobs & light switches	Daily		
	Turn off lights & radios	Daily		
	Lock doors	Daily		
	Clean tables and desks	As needed, at least weekly		
	Dust cabinets and bookshelves	As needed, at least weekly		
	Mop mats under desk	As needed, at least weekly		
	Clean door and windows	As needed, at least monthly		

**Class Rooms (3)**

	Sweep floors	Daily	Monday through Friday	
	Clean & dust chairs	Daily		
	Clean tables	Daily		
	Wash door knobs & light switches	Daily		
	Empty garbage	Daily		
	Turn off lights	Daily		
	Clean sinks/fixtures	Daily		
	Mop floor	As needed, at least weekly		
	Mop, wax & polish floor	As needed, at least quarterly		

Area Cleaning Item

Cleaning Frequency

Typical Days of Use

Comments

Computer Room

Vacuum
Spot clean carpet
Clean, dust, & straighten chairs
Dust/clean computers
Clean tables
Empty garbage
Wash door knobs & light switches
Lock door
Turn off lights

Daily  
 As needed  
 Daily  
 Daily  
 Daily  
 Daily  
 Daily  
 Daily  
 Daily  
 Daily

Monday through Friday

Restrooms (4)

Stock all paper supplies
Empty garbage
Wash door knobs & light switches
Mop floors with disinfectant
Clean mirrors
Clean & disinfect sinks and wipe dry
Clean & disinfect toilets and wipe dry
Fill soap dispensers
Clean stalls, ADA Bars, doors, etc
Wash walls
Buf, wax, & polish floors

Daily  
 Daily  
 Daily  
 Daily  
 Daily  
 Daily  
 Daily  
 As needed  
 As needed, at least weekly  
 As needed, at least monthly  
 As needed, at least quarterly

Monday through Friday

Vestibule, Entry, and Halls

Turn off door openers & lock doors
Vacuum carpet and runners
Spot clean carpet
Empty garbage
Wash door knobs & light switches
Wash walls/remove marks and scuffs
Disinfect and dry drinking fountain
Wash door & entry windows
Dust pictures and wall decorations

Daily  
 Daily  
 As needed  
 Daily  
 Daily  
 Daily  
 Daily  
 As needed, at least weekly  
 As needed, at least monthly

Monday through Friday

Area	Cleaning Item	Cleaning Frequency	Typical Days of Use	Comments
Kitchen	Sweep floor	Daily	Monday through Friday	
	Wash door knobs & light switches	Daily		
	Empty garbage	Daily		
	Mop floor with disinfectant	Daily		
	Wipe front of counters, stove, & fridge	Daily		
	Dust window sills	Daily		
	Clean sinks, counters, and tables	Daily		
	Turn off lights	Daily		
	Clean windows & doors	As needed, at least monthly		
	Mop, wax, & polish floor	As needed, at least quarterly		
Dance Hall/Dining Room	Sweep floor	Daily	Monday through Friday	
	Clean tables	Daily		
	Wash door knobs & light switches	Daily		
	Clean, dust, & straighten chairs	Daily		
	Empty garbage	Daily		
	Turn off lights	Daily		
	Mop, buff, & polish floor	As needed, at least weekly		
	Clean windows & doors	As needed, at least monthly		
	Wax & polish floor	As needed, at least quarterly		
	Great Room	Vacuum floor		Daily
Spot clean carpet		Daily		
Clean tables		Daily		
Wash door knobs & light switches		Daily		
Clean, dust, & straighten chairs		Daily		
Empty garbage		Daily		
Clean white boards		Daily		
Turn off lights		Daily		
Clean windows & doors		As needed, at least monthly		



Area	Cleaning Item	Cleaning Frequency	Typical Days of Use	Comments
Shower	Stock all paper supplies	Daily	Monday through Sunday	
	Empty garbage	Daily		
	Wash door knob & light switch	Daily		
	Mop floor with disinfectant	Daily		
	Clean mirror	Daily		
	Clean & disinfect sink and wipe dry	As needed		
	Fill soap dispenser	As needed, at least weekly		
	Clean ADA Bars, doors, etc	As needed, at least quarterly		
	Buff, wax, & polish floor			
Stairway, Landings, and Elevator	Sweep floor	Daily	Monday through Friday	
	Wash door knobs	Daily		
	Mop, buff, & polish floor	As needed, at least weekly		
	Clean doors	As needed, at least monthly		
	Wax & polish floor	As needed, at least quarterly		
Recreation/Weight Room	Vacuum floor	Daily	Monday through Sunday	
	Spot clean carpet	Daily		
	Clean tables/equipment	Daily		
	Wash door knobs & light switches	Daily		
	Wash, dust, & straighten chairs	Daily		
	Clean, dust, & straighten chairs	Daily		
	Empty garbage	Daily		
	Clean mirrors	Daily		
	Turn off lights and TV	Daily		
	Clean door	As needed, at least monthly		
Mechanical/Janitorial/Furnace Rooms (2)	Sweep floors	Weekly	Monday through Friday	
	Mop floors	As needed, at least quarterly		

Area	Cleaning Item	Cleaning Frequency	Typical Days of Use	Comments
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Lounge/Pool Room				
	Vacuum floor	Daily		
	Spot clean carpet	Daily		
	Clean tables/equipment	Daily		
	Wash door knobs & light switches	Daily		
	Clean, dust, & straighten chairs	Daily		
	Empty garbage	Daily		
	Turn off lights and TV	Daily		
	Clean doors	As needed, at least monthly		

Monday through Friday

Kiln Room				
	Sweep floor	Daily		
	Clean tables	Daily		
	Wash door knobs & light switches	Daily		
	Empty garbage	Daily		
	Turn off lights	Daily		
	Mop floor	As needed, at least weekly		
	Mop, wax, & polish floor	As needed, at least quarterly		

Monday through Friday

Storage/Work Rooms (2)				
	Empty garbage	Daily		
	Turn off lights	Daily		
	Lock doors	Daily		
	Sweep floors	As needed, at least weekly		
	Wash door knobs & light switches	As needed, at least weekly		
	Mop floors	As needed, at least monthly		

Definition of Buff: Remove scuff marks and clean

In addition to the above:

- Wash all interior windows semi-annually
- Wash walls and doors as needed, at least semi-annually
- Dust all window sills as needed, at least monthly