Midvale, Utah
April 15, 2014

The City Council (the "Council") of Midvale City (the "City"), met in regular session in Midvale, Utah, on April 15, at 7:00 p.m., with the following Councilmembers being present:

JoAnn B. Seghini Mayor
Steve Brown Councilmember
Paul Glover Councilmember
Robert Hale Councilmember
Paul Hunt Councilmember
Wayne Sharp Councilmember

Also present:

Rori Andreason City Recorder
Laurie Harvey Assistant City Manager/Finance Director

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 April 15, 2014, 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 Paul Hunt and seconded by Councilmember Paul Hunt, was adopted by the following vote:

AYE: Paul Hunt Stephen Brown
Wayne Sharp Paul Glover
Robert Hale

NAY:

The resolution is as follows:
RESOLUTION NO. 2014-R-16


WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City Council (the "Council") of Midvale City, Utah (the "Issuer"), is authorized to issue water, sewer and storm water revenue bonds payable from the net revenues of its existing water, sewer and storm water systems (collectively, the "System") for the municipal purposes set forth therein; and

WHEREAS, the Issuer desires to issue bonds in an amount of not to exceed $2,800,000 in order to finance the Project (defined below); and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Water, Sewer and Storm Water Revenue Bonds, Series 2014 (the "Series 2014 Bonds") (in one or more series from time to time and with such other series or title designation as may be determined by the Issuer) to (a) finance storm water and related improvements (collectively, the "Project"), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance of the Series 2014 Bonds, pursuant to this Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust between the Issuer and the Trustee (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), in substantially the forms presented at the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such Series 2014 Bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the Series 2014 Bonds
and (ii) the potential economic impact that the improvement, facility or property for which the Series 2014 Bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2014 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit C; to be entered into between the Issuer and the purchaser selected by the Issuer for the Series 2014 Bonds (the “Purchaser”), and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer’s Financial Advisor, Lewis Young Robertson & Burningham, Inc. (the “Financial Advisor”)) flexibility in setting the pricing date of the Series 2014 Bonds, the Council desires to grant to any two of the following: the Mayor or any Mayor Pro Tem, City Finance Director, or the City Manager, or their appointees, (the “Designated Officers”) of the Issuer the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, to determine the Purchaser and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”); and

NOW, THEREFORE, it is hereby resolved by the City Council of Midvale City, Utah, as follows:

Section 1. For the purpose of financing the Project, fund a debt service fund, if necessary, and paying costs of issuance of the Series 2014 Bonds, the Issuer hereby authorizes the issuance of the Series 2014 Bonds which shall be designated “Midvale City, Utah Water, Sewer and Storm Water Revenue Bonds, Series 2014” (in one or more series from time to time and with such other series or title designation as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed $2,800,000. The Series 2014 Bonds shall mature in not more than twenty years (20) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five percent (5.0%) per annum, and shall be subject to redemption, all as shall be approved by the Designated Officers in consultation with the Issuer’s Financial Advisor, within the Parameters set forth herein.

Section 2. The final interest rate or rates for the Series 2014 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2014 Bonds, will in the opinion of the Designated Officers and the Financial Advisor, result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2014 Bonds at the time of the sale of the Series 2014 Bonds and evidenced by the execution of the Bond Purchase Agreement.
Section 3. The Indenture and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are each hereby authorized to determine the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2014 Bonds for and on behalf of the Issuer, and any other changes or additions, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement by the Mayor shall evidence the Designated Officers' approval.

Section 4. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2014 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2014 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder or any deputy thereof (the "City Recorder") are hereby authorized and directed to execute and seal the Series 2014 Bonds and to deliver said Series 2014 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2014 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2014 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2014 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.
Section 8. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any reserve instrument guaranty agreements permitted by the Indenture, or tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Series 2014 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2014 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The Issuer shall hold a public hearing on May 6, 2014, to receive input from the public with respect to (a) the issuance of the Series 2014 Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2014 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in The Salt Lake Tribune, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days before the public hearing date. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Midvale City offices, 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 Issuer directs its officers and staff to publish a “Notice of Public Hearing and Bonds to be Issued” in substantially the following form:
NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on April 15, 2014, the City Council (the “Council”) of Midvale City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water, Sewer and Storm Water Revenue Bonds, Series 2014 (the “Series 2014 Bonds”) (in one or more series from time to time and with such other series or title designation as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2014 Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Series 2014 Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on May 6, 2014, at the hour of 6:30 p.m. at 655 West Center Street, Midvale, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2014 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2014 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2014 BONDS

The Series 2014 Bonds will be issued for the purpose of (a) financing storm water and related improvements (collectively, the “Project”), (b) funding a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2014 Bonds.

PARAMETERS OF THE SERIES 2014 BONDS

The Issuer intends to issue its Water, Sewer and Storm Water Revenue Bonds, Series 2014 in the aggregate principal amount of not more than Two Million Eight Hundred Thousand Dollars ($2,800,000), to mature in not more than twenty (20) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Series 2014 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (the “General Indenture”), and a Supplemental Indenture of Trust (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”) which were before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Supplemental Indenture is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor and City Recorder or any deputy thereof; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2014 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY REVENUES
Other than the proposed Series 2014 Bonds, the Issuer currently has $21,086,000 of bonds outstanding secured by the net revenues of the System (as more fully described in the Indenture) (the “Revenues”).

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer’s outstanding bonds may be found in the Issuer’s audited financial report (the “Financial Report”) at: http://auditor.utah.gov/lgReports.html. For additional information more recent than as of the date of the Financial Report please contact Laurie Harvey, City Finance Director (phone: 801-567-7200).

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2014 Bonds, if held until maturity is $3,340,000.

A copy of the Resolution and the Indenture are on file in the office of the Midvale City Recorder, 655 West Center Street, Midvale, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 6:00 p.m., Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as relates to the Series 2014 Bonds), or the Series 2014 Bonds, or any provision made for the security and payment of the Series 2014 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 April 15, 2014.

/s/Rori Andreason
City Recorder
Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2014 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2014 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $3,800,000.

Section 12. The Issuer hereby reserves the right to opt not to issue the Series 2014 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to (a) the issuance of the Series 2014 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2014 Bonds may have on the private sector.

Section 13. To the extent permitted by federal tax law, for purposes of and in accordance with Section 265 of the Internal Revenue Code of 1986 (the “Code”), the Series 2014 Bonds may be designated as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this April 15, 2014.

(SEAL)

By: Mayor

ATTEST:

By: City Recorder
(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

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

(SEAL)

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Recorder
STATE OF UTAH  
COUNTY OF SALT LAKE  

I, Rori Andreason, the duly appointed and qualified City Recorder of Midvale City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on April 15, 2014, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on April 15, 2014, and pursuant to the Resolution, there was published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) one time each week for two consecutive weeks in The Salt Lake Tribune, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this April 15, 2014.

(SEAL)

By: [Signature]
City Recorder
CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Rori Andreason, the undersigned City Recorder of Midvale City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 15, 2014, public meeting held by the City Council of the City (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on April 11, 2014, 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 Salt Lake Tribune on April 11, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the 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 2014 Annual Meeting Schedule for the City Council (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 (a) posted on January 13, 2014, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on January 13, 2014, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 15, 2014.

(SEAL)

By: Rori Andreason
City Recorder
SCHEDULE 1
NOTICE OF MEETING
PUBLIC NOTICE IS HEREBY GIVEN that the Midvale City Council will hold a regular meeting on the Dated this 15th day of April, 2014 at Midvale City Hall, 655 West Center Street, Midvale, Utah as follows:

6:30 p.m.
INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS
II. CITY MANAGER BUSINESS

7:00 p.m.
REGULAR MEETING

III. GENERAL BUSINESS
A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL

IV. PUBLIC COMMENTS
Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

V. COUNCIL REPORTS
A. Council Member Stephen Brown
B. Council Member Paul Glover
C. Council Member Paul Hunt
D. Council Member Robert Hale
E. Council Member Wayne Sharp

VI. MAYOR REPORT
A. Mayor JoAnn B. Seghini

VII. PUBLIC HEARING - 7:00 PM
A. Consider a General Plan Amendment request from Medium Density Residential to High Density Residential Land Use Designation and Rezone Request from Regional Commercial (RC) to Multifamily Residential-High Density Zone (RM-25) at 7804 South Main Street [Matt Hilderman, Associate Planner]
   ACTION: Approve Ordinance No. 2014-0-05 a General Plan amendment request from Medium Density Residential to High Density Residential land use designation and a rezone request from Regional Commercial (RC) to Multifamily Residential-High Density Zone (RM-25) at 7804 South Main Street

B. Consider a Flag Lot Subdivision Plat for the Paris Place Subdivision located at 7670 South 1095 East [Lesley Burns, City Planner]
   ACTION: Approve the final subdivision plat for the Paris Place Subdivision located at 7670 S. 1095 E.

VIII. CONSENT AGENDA
A. Approve Minutes of April 01, 2014 [Rori Andreason, H.R. Director/City Recorder]

B. Set date and time (May 6, 2014 at 7:00 p.m.) for a public hearing to Consider Adopting the FY2015 Tentative Budget [Kane Loader, City Manager]

C. Set date and time (May 6, 2014 at 7:00 p.m.) for a public hearing to Consider Amendments to the FY 2014 Budgets for the General Fund and other funds as necessary [Kane Loader, City Manager]

D. Set date and time (May 6, 2014 at 7:00 p.m.) for a public hearing to consider a Preliminary Subdivision Plat for Stratford 1 Subdivision located at 7460 South 410 East [Matt Hilderman, Associate Planner]

E. Consideration for adoption of Resolution No. 2014-R-16 of the City Council of Midvale City, Utah (The "Issuer"), authorizing the issuance and sale of not more than $2,800,000 aggregate principal amount of water, sewer and storm water revenue bonds, series 2014 (The "Series 2014 Bonds") setting a public hearing date for May 6, 2014; and related matters [Kane Loader, City Manager]

F. Set date and time (May 6, 2014 at 7:00 p.m.) for a public hearing to Consider a Preliminary Subdivision Plat for Montgomery PUD Subdivision located at 359 – 427 West Wasatch Street (8000 South) [Matt Hilderman, Associate Planner]

IX. DISCUSSION ITEMS
A. Discuss a Preliminary Subdivision Plat for Stratford 1 Subdivision located at 7460 South 410 East [Matt Hilderman, Associate Planner]

B. Discuss a Preliminary Subdivision Plat for Montgomery PUD Subdivision located at 359 – 427 West Wasatch Street (8000 South) [Matt Hilderman, Associate Planner]
X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

A copy of the foregoing notice was posted in conspicuous view of the front foyer of the Midvale City Hall, Midvale, Utah. Copies of this notice were provided for the news media via electronic email and/or sent by facsimile to the Salt Lake Tribune and Deseret News. A copy of the agenda was posted on Midvale City's website at www.midvalecity.org and the state public notice website at http://pmn.utah.gov.

PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF OR ON VIBRATE DURING THE MEETING.

DATE POSTED: APRIL 11, 2014

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER
SCHEDULE 2

ANNUAL MEETING SCHEDULE
NOTICE OF ANNUAL MEETING SCHEDULE OF MIDVALE CITY, UTAH, PUBLIC NOTICE is hereby given that the meeting schedule for the Midvale City Council for the year 2014 shall be as follows:

City Council
The City is required to hold a minimum of one regular City Council meeting each month. However, the City Council has decided to hold two regular meetings and one workshop meeting each month except for the months indicated. Generally, the two regular meetings are scheduled to be conducted on the first and third Tuesday and the workshop on the second Tuesday of each month or as posted. All meetings are scheduled to begin at 6:30 p.m. or at any time designated by the Council. All meetings will be held at City Hall in the Council Chambers, 655 West Center Street, Midvale City, Utah, unless otherwise posted. Please Note: This schedule is subject to change.

The exceptions to the above schedule will be in the months of July, August, November and December as follows:

- July Council meetings will be held on the 1st and 15th
- August Council meetings will be held on the 19th and 26th
- November Council meetings will be held on the 18th
- December Council meetings will be held on the 2nd and 9th

Midvale City may call an emergency meeting to consider matters of an emergency or urgent nature. The notice requirements of Section 52-4-6 (5) UCA may be disregarded and the best notice practicable given. The Council may also call a Special meeting with at least a three hours notice (Section 10-3-502).

The scheduled meeting dates are as follows: January 7, 2014; January 14, 2014; January 21, 2014; February 4, 2014; February 11, 2014; February 18th, 2014; March 4, 2014; March 11, 2014; March 18, 2014; April 1, 2014; April 8, 2014; April 15, 2014; May 6, 2014; May 13, 2014; May 20, 2014; June 3, 2014; June 10, 2014; June 17, 2014; July 1, 2014; July 8, 2014; August 19, 2014; August 26, 2014; Sept. 2, 2014; Sept. 9, 2014; Sept. 16, 2014; October 7, 2014; October 14, 2014; October 21, 2014; November 18, 2014; December 2, 2014; December 9, 2014.

Redevelopment Agency
The City Council, acting in its capacity as the Board of Trustees of the Midvale Redevelopment Agency will usually meet on Tuesdays, in conjunction with City Council meetings, as needed and for which public notice shall be given. All meetings will be held at City Hall in the Council Chambers, 655 West Center Street, Midvale City, Utah, unless otherwise posted.

Municipal Building Authority
The City Council, acting in its capacity as the Board of Trustees of the Municipal Building Authority of Midvale City, will usually meet on Tuesdays, in conjunction with City Council meetings, as needed and for which public notice shall be given. All meetings will be held at City Hall in the Council Chambers, 655 West Center Street, Midvale City, Utah, unless otherwise posted.
Hall in the Council Chambers, 655 West Center Street, Midvale City, Utah, unless otherwise posted.

**Planning Commission**
Meetings are usually scheduled for the second and fourth Wednesdays of each month at 7:00 p.m. in the Council Chambers, Midvale City Hall, 655 West Center Street, Midvale, Utah. A workshop meeting is usually held at 6:30 p.m. prior to the business meeting. All meetings of the Planning Commission are open to the public. At the discretion of the Planning Commission members, they may by motion, cancel or change the time of any scheduled meetings as deemed necessary. Meetings in addition to those specified herein will be held as circumstances require. Appropriate notice will be given for such meetings.

Scheduled meeting dates for the Planning Commission are as follows: January 8, 2014; January 22, 2014; February 12, 2014; February 26, 2014; March 12, 2014; March 26, 2014; April 9, 2014; April 23, 2014; May 14, 2014; May 28, 2014; June 11, 2014; June 25, 2014; July 9, 2014; August 13, 2014; August 27, 2014; September 10, 2014; September 24, 2014; October 8, 2014; October 22, 2014; November 12, 2014; and December 10, 2014.

**Other Boards and Committees**
The Community Council of Midvale City will meet on the first Wednesday of each month at 7:00 p.m. at Midvale City Hall, 655 West Center Street, Midvale, Utah. The Harvest Days Committee, Historical Society and Neighborhood Action Coalition will meet as needed. Location of meetings will be announced.

Dated this 13th day of January 2014.
Rori L. Andreason, MMC, City Recorder/HR Director
(attach Proof of Publication of Notice of Bonds to be Issued)
NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

The Issuer intends to issue its Water, Sewer and Storm Water Revenue Bonds, Series 2014 (the "Series 2014 Bonds") (in one or more series from time to time) and with such other series or title designation as may be determined from time to time, to finance the Project described herein to be financed with the proceeds of the Series 2014 Bonds may have on the private sector.

The Series 2014 Bonds will be issued for the purpose of (a) financing storm water and related improvements (collectively, the "Project"); and (b) funding a debt service reserve fund, if necessary; and (c) paying costs of issuance of the Series 2014 Bonds.

PARAMETERS OF THE SERIES 2014 BONDS

The Series 2014 Bonds must be issued in one or more series from time to time, not exceeding the maximum amount of not more than Two Million Eight Hundred Thousand Dollars ($2,800,000), to mature in not more than twenty (20) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Series 2014 Bonds will be secured by a General Indenture and a Supplemental Indenture of Trust (the "General Indenture", and the "Supplemental Indenture") which were approved by the Mayor and City Recorder or any deputy thereof, provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2014 Bonds will not exceed the maximums set forth above.

OTHER THAN THE PROPOSED SERIES 2014 BONDS, THE ISSUER CURRENTLY HAS $21,086,000 OF BONDS OUTSTANDING SECURED BY THE WATER, SEWER AND STORM WATER SYSTEM (AS MORE FULLY DESCRIBED IN THE INDENTURE) (THE "OUTSTANDING BONDS SECURED BY REVENUES")

FOR ADDITIONAL INFORMATION REGARDING THE ISSUER, PLEASE CONTACT LORI HAYWARD, CITY FINANCE DIRECTOR (PHONE: 801-567-7200).


NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of publication of this notice is hereby given during which any person in interest shall have the right to contest the legality of the Resolution, the Series 2014 Bonds, or any provision made for the security therefor. FURTHER NOTICE IS HEREBY GIVEN that at a public hearing to be held on April 15, 2014, at the hour of 7:00 p.m., at 555 West Center Street, Midvale, Utah, the purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2014 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2014 Bonds may have on the private sector. All members of the public are invited to attend and participate.

DATED this April 15, 2014,

RON ANDREASON
City Recorder

NOTARY SIGNATURE
EXHIBIT B
FORM OF INDENTURE
(See Transcript Document Nos. 4 and 5)
SIXTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of __________, 2014

by and between

MIDVALE CITY, UTAH

and

ZIONS FIRST NATIONAL BANK,
as Trustee

Supplementing the
General Indenture of Trust
Dated as of April 1, 2007
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**EXHIBIT A**

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EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

........................................ 1
SIXTH SUPPLEMENTAL INDENTURE OF TRUST

This Sixth Supplemental Indenture of Trust, dated as of June 1, 2014, by and between Midvale City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and Zions First National Bank, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of April 1, 2007, as heretofore amended and supplemented (the “General Indenture”) with the Trustee; and

WHEREAS, the Issuer desires to issue a series of bonds in order to finance improvements and additions to its storm water system as hereinafter set forth; and

WHEREAS in order to (i) finance improvements to the Issuer’s finance storm water improvements for the storm water system (the “System”), and related improvements (collectively, the “Series 2014 Project”), and (ii) finance the costs of issuance of the Bonds herein authorized, the Issuer has determined to issue its Water, Sewer and Storm Water Revenue Bonds, Series 2014 in the aggregate principal amount of $______________ (the “Series 2014 Bonds”); and

WHEREAS, the Series 2014 Bonds will be authorized, issued and secured under the General Indenture, as supplemented by this Sixth Supplemental Indenture (the “Sixth Supplemental Indenture,” and collectively with the General Indenture, and any amendments or supplements thereto or hereto, the “Indenture”); and

WHEREAS, the Series 2014 Bonds are being issued on a parity with the Issuer’s outstanding (i) Water and Sewer Revenue Bonds, Series 2010A (the “Series 2010A Bonds”), (ii) Water and Sewer Revenue Bonds, Series 2010B (the “Series 2010B Bonds”), (iii) Water and Sewer Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”), and (iv) Water, Sewer and Storm Water Revenue Bonds, Series 2013 (the “Series 2013 Bonds, and together with the Series 2010A Bonds, the Series 2010B Bonds and the Series 2012 Bonds, the “Outstanding Parity Bonds”) issued pursuant to the General Indenture; and

WHEREAS, the execution and delivery of the Series 2014 Bonds and of this Sixth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2014 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Sixth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2014 Bonds and all other Bonds Outstanding and Additional Bonds issued and Outstanding under the Indenture, the
payment of the principal or redemption price thereof and interest thereon, the rights of the
Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security
Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve
Instruments for any Bonds, and the performance of all of the covenants contained in such
Bonds and herein, and for and in consideration of the mutual covenants herein contained
and of the purchase of such Bonds by the Registered Owners thereof from time to time
and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of
the acceptance by the Trustee of the trusts hereby created, and intending to be legally
bound hereby, the Issuer has executed and delivered this Sixth Supplemental Indenture of
Trust, and by these presents does, in confirmation of the General Indenture, as amended
and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions First
National Bank, as Trustee, its successors and trusts and its assigns forever, to the extent
provided in the General Indenture, as amended and supplemented, all right, title and
interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture),
(ii) all moneys in funds and accounts held by the Trustee under the General Indenture and
hereunder (except the Rebate Fund), and (iii) all other rights granted under the General
Indenture and hereinafter granted for the further securing of such Bonds.

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

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

SUPPLEMENTALIndenture; DEFINITIONS

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

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

“Dated Date” means the date of delivery of the Series 2014 Bonds.

“Debt Service Reserve Requirement” means, with respect to the Series 2014 Bonds, the amount of $0.

“Interest Payment Date” means, with respect to the Series 2014 Bonds, each __________ and __________, commencing __________, 2014.


“Purchaser” means ________________, as purchaser of the Series 2014 Bonds pursuant to a Bond Purchase Agreement dated __________, 2014, by and between the Purchaser and the Issuer.


“Series 2014 Project” means the water improvements for the storm water system.
ARTICLE II

ISSUANCE OF THE SERIES 2014 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2014 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the Series 2014 Project and (ii) pay costs incurred in connection with the issuance of the Series 2014 Bonds. The Series 2014 Bonds shall be limited to $__________ in aggregate principal amount, shall be issued in fully registered form in the denominations of One Thousand Dollars ($1,000) each or any integral multiple thereof, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months. The Series 2014 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Water, Sewer and Storm Water Revenue Bonds, Series 2014.”

Section 2.2. Date, Maturities and Interest. The Series 2014 Bonds shall be dated as of the Dated Date, shall mature on __________, 20__, and shall bear interest at the rate of ______% per annum from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their dated date or unless, as shown by the records of the Trustee, interest on the Series 2014 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date.

Section 2.3. Optional Redemption. The Series 2014 Bonds are subject to redemption prior to maturity on any date in whole or in part, at the option of the Issuer at any date after their issuance, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2014 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 2.4. Mandatory Sinking Fund Redemption.

The Series 2014 Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption, but without premium, on the dates and in the principal amounts as follows:
To the extent that a mandatory sinking fund redemption results in the reduction in aggregate principal amount of the Series 2014 Bonds Outstanding, a Registered Owner shall not be required to submit its Series 2014 Bond certificate to the Trustee for payment and shall instead make an appropriate notation on such Bond certificate indicating the date and amounts of such redemption in principal, except in the case of final maturity, in which case the certificate must be presented to the Trustee prior to payment. The Trustee's records shall govern in the case of discrepancy with the noted schedule on the Series 2014 Bonds, absent manifest error.

Upon redemption of any Series 2014 Bond other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2014 Bonds in such order of mandatory sinking fund date as shall be directed by the Issuer.

Section 2.5. Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2014 Bonds and the City Recorder to countersign and attest by facsimile or manual signature the Series 2014 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2014 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2014 Bonds.

Section 2.6. Delivery of Bonds. It is hereby determined that the Series 2014 Bonds shall be authenticated and delivered to the Purchaser upon compliance with the General Indenture and payment of the purchase price thereof.
Section 2.7. **Designation of Registrar.** The Trustee is hereby designated as Registrar for the Series 2014 Bonds, acceptance of which appointment shall be evidenced by execution of this Sixth Supplemental Indenture by the Registrar.

Section 2.8. **Designation of Paying Agent.** The Trustee is hereby designated as Paying Agent for the Series 2014 Bonds, acceptance of which appointment shall be evidenced by execution of this Sixth Supplemental Indenture by the Paying Agent.

Section 2.9. **Limited Obligation.** The Series 2014 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2014 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.10. **Series 2014 Bonds as Construction Bonds.** The Series 2014 Bonds are issued as the Construction Bonds under Section 2.13 of the General Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.4(c) of the General Indenture have been and will be complied with in connection with the issuance of the Series 2014 Bonds.

Section 2.11. **Bank Designation of Series 2014 Bonds.** For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Series 2014 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2014 will not exceed $10,000,000. For purposes of this Section 2.10, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for calendar year 2014 does not exceed $10,000,000.

Section 2.12. **Perfection of Security Interest.**

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2014 Bonds, enforceable by the Trustee in accordance with the terms thereof.

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

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1. Application of Proceeds of the Series 2014 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2014 Bonds in the amount of $__________, which amount the Trustee shall deposit as follows:

(a) Into the Series 2014 Cost of Issuance Account, the amount of $__________; and

(b) The remaining amount of $__________ into the Acquisition/Construction Fund.

Section 3.2. Creation of Series 2014 Accounts. There is hereby established with the Trustee (i) a Series 2014 Account within the Acquisition/Construction Fund and (ii) a Series 2014 Costs of Issuance Account.

Section 3.3. Series 2014 Acquisition/Construction Accounts. Disbursements of moneys in the Series 2014 Acquisition/Construction Accounts shall be made in accordance with the terms of Section 4.1 of the General Indenture.

Section 3.4. Disbursements from Series 2014 Cost of Issuance Account. Costs of issuance shall be paid by the Trustee from the Series 2014 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request, in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2014 Cost of Issuance Account 60 days after delivery of the Series 2014 Bonds shall be paid to the Issuer.

Section 3.5. No Debt Service Reserve Requirement. There is no Debt Service Reserve Requirement with respect to the Series 2014 Bonds.

Section 3.6. No Repair and Replacement Fund. For purposes of the Series 2014 Bonds, there is no Repair and Replacement Reserve Requirement.
ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

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

Section 5.1. Confirmation of Sale of Series 2014 Bonds. The sale of the Series
2014 Bonds to the Purchaser at a price of $\underline{\text{\$ \ldots}}\underline{\text{\$ \ldots}}$, is hereby ratified, confirmed
and approved.

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

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

Section 5.4. Applicable Law. THIS SIXTH SUPPLEMENTAL INDENTURE
SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE
STATE OF UTAH.

Section 5.5. Effective Date. This Sixth Supplemental Indenture shall become
effective immediately upon execution.
IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Sixth Supplemental Indenture of Trust to be executed as of the date first written above.

MIDVALE CITY, UTAH

(SEAL)

By: ____________________________
   Mayor

COUNTERSIGN:

______________________________
   City Recorder

ZIONS FIRST NATIONAL BANK,
as Trustee

By: ____________________________
Title: ____________________________
EXHIBIT A

(FORM OF SERIES 2014 BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
MIDVALE CITY, UTAH
WATER, SEWER AND STORM WATER REVENUE BOND
SERIES 2014

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER 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.

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Registered Owner:

Principal Amount: ________________________________

DOLLARS***************

Midvale City, Utah ("Issuer"), a political subdivision and body politic duly
organized and existing under the Constitution and laws of the State of Utah, for value
received, hereby acknowledges itself to be indebted and promises to pay to the Registered
Owner named above or registered assigns, out of the special fund hereinbelow designated
and not otherwise, the Principal Amount specified above on the Maturity Date specified
above with interest thereon until paid at the Interest Rate specified above per annum,
payable semiannually on _________ and _________ of each year, commencing
_______________, 2014 (each an "Interest Payment Date"), until said Principal Amount is
paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the
designated offices of Zions First National Bank, Corporate Trust Department, One South
Main Street, 12th Floor, Salt Lake City, Utah 84133 ("Trustee" and "Paying Agent") or
its successors. Principal payments due to mandatory sinking fund redemption may be
noted on the Record of Principal Payments attached hereto and upon signature of an
authorized officer of the Registered Owner, the principal amount of this Bond shall be
reduced by the payment of principal thereof on the dates and amounts indicated on such
Record of Principal Payments without the surrender of the Bond to the Paying Agent.
Interest on this Bond shall be payable by check or draft mailed to the Registered Owner
hereof at his address as it appears on the registration books of the Paying Agent, who
shall also act as the Registrar for the Issuer, or at such other address as is furnished to the
Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to
be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the “Water, Sewer and Storm Water Revenue Bonds, Series 2014” (the “Series 2014 Bonds”) in the aggregate principal amount of $________ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of April 1, 2007, as heretofore supplemented, and as further supplemented by a Sixth Supplemental Indenture of Trust dated as of ________, 2014 (collectively the “Indenture”) approved by resolution adopted on April 15, 2014 (the “Bond Resolution”), for the purpose of (i) financing improvements to the Issuer’s finance storm water improvements for the storm water system (the “System”), and related improvements (collectively, the “Series 2014 Project”) and (iii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated “Midvale City, Utah Water, Sewer and Storm Water Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer’s water, sewer and storm sewer systems (collectively, the “System”) all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2014 Bonds and certain other outstanding bonds as described under the Indenture (the “Outstanding Parity Bonds”) shall be payable only from the Net Revenues (as defined in the Indenture) and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2014 Bonds and the Outstanding Parity Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2014 Bonds, the terms upon which the Series 2014 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.
Interest on the Series 2014 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2014 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2014 Bonds shall be in default, interest on the Series 2014 Bonds issued in exchange for Series 2014 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2014 Bonds surrendered.

The Series 2014 Bonds are subject to optional redemption and mandatory sinking fund redemption as provided in the Indenture.

The Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated corporate offices of Zions First National Bank (the "Registrar"), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

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

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

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

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

MIDVALE CITY, UTAH

(SEAL)

__________________________ (facsimile or manual signature)
Mayor

COUNTERSIGN:

__________________________ (facsimile or manual signature)
City Recorder
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water, Sewer and Storm Water Revenue Bonds, Series 2014 of Midvale City, Utah.

ZIONS FIRST NATIONAL BANK, as Trustee

By: (Manual Signature) ______________
Authorized Officer

Date of Authentication: ______________
ASSIGNMENT

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

_________________________________________
(Social Security or Other Identifying Number of Assignee)

_________________________________________
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints
_________________________________________ attorney to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

DATED: ______________________

Signature: ______________________

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

Signature Guaranteed:

_______________________________

NOTICE: 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
Pursuant to the Bond which has been issued and to which this schedule is attached, the Registered Owner (or its duly authorized agent) certified (as evidenced by the signature in the right-hand column) that the principal amount of the attached Bond has been reduced by payment of the principal thereof on the dates and in the amounts indicated.

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal Amount</th>
<th>Signature of Authorized Officer</th>
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EXHIBIT B
COST OF ISSUANCE DISBURSEMENT REQUEST

Zions First National Bank
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.4 of the Sixth Supplemental Indenture of Trust dated as of __________, 2014, you are hereby authorized to pay to the following costs of issuance from the Series 2014 Cost of Issuance Account:

(See Attached Schedule)

Authorized Representative,
Midvale City, Utah

Costs of Issuance

<table>
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<tr>
<th>Payee</th>
<th>Purpose</th>
<th>Amount</th>
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<tbody>
<tr>
<td>DMWEST #10717248 vi</td>
<td>B-1</td>
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</tbody>
</table>
EXHIBIT C

BOND PURCHASE AGREEMENT

(See Transcript Document No. 6)
BOND PURCHASE AGREEMENT

$____________________

MIDVALE CITY, UTAH

WATER, SEWER AND STORM WATER REVENUE BONDS

SERIES 2014

____________________, 2014

Midvale City
655 West Center Street
Midvale, Utah 84047

The undersigned, (the "Purchaser"), offers to purchase from Midvale City, Utah (the "Issuer"), all (but not less than all) of the $____________________ Water, Sewer and Storm Water Revenue Bonds, Series 2014 of the Issuer (the "Bonds") for the par amount thereof, with delivery and payment at the offices of Ballard Spahr LLP in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Bond Purchase Agreement") on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Bond Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment therefor (the "Closing").

2. You represent and covenant to the Purchaser that (a) you have the power and authority to enter into and perform this Bond Purchase Agreement, have adopted the Resolution dated April 15, 2014 (the "Resolution"), to enter into, execute, and deliver the General Indenture of Trust dated as of April 1, 2007, as previously amended and supplemented (the "General Indenture"), and as further amended and supplemented by the Sixth Supplemental Indenture of Trust dated as of __________, 2014 (the "Fifth Supplemental Indenture" and, collectively with the General Indenture, the "Indenture"), each between the Issuer and Zions First National Bank (the "Trustee"), and to deliver and sell the Bonds to the Purchaser, (b) this Bond Purchase Agreement, the Indenture, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject, (c) no governmental approval or authorization other than the Resolution is required in connection with the sale of the Bonds to the Purchaser, (d) this Bond Purchase Agreement, the Indenture, and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights, (e) the Issuer has the legal right, power, and authority to collect and pledge the Net...
Revenues (as defined in the Indenture), and (f) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Resolution, the Indenture, or this Bond Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, the adoption of the Resolution, or the execution and delivery of this Bond Purchase Agreement and the Indenture, or contesting the Issuer's power to collect, receive, and pledge the Revenues.

3. As conditions to the Purchaser's obligations hereunder:

   (a) From the time of the execution and delivery of this Bond Purchase Agreement to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer; (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

   (b) At the Closing, the Issuer will deliver or make available to the Purchaser:

   (i) The Bonds, in definitive form, duly executed;

   (ii) The Resolution in final form, duly executed and delivered;

   (iii) A duly executed copy of the Fifth Supplemental Indenture;

   (iv) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Bond Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

   (v) Acknowledgment of the costs of issuance budget with respect to the issuance of the Bonds (such costs to include Bond Counsel fees, Purchaser fees, Purchaser's counsel fees and Trustee fees);

   (vi) The approving opinion of Ballard Spahr LLP, Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal income tax purposes; and
(vii) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, Purchaser, and of Bond Counsel, Purchaser fees, Trustee fees, and the cost of preparing and printing the Bonds.

5. This Bond Purchase Agreement is intended to benefit only the parties hereto, and the Issuer’s representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Bond Purchase Agreement.

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

7. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Bond Purchase Agreement shall become effective upon the execution by the parties hereto.

8. The Purchaser hereby represents that they are acquiring the Bonds for their own account, and not with a view to, or for sale in connection with, any distribution of the Bonds or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and have no present intention of reselling or otherwise disposing of the Bonds. The Purchaser is not acting in a fiduciary capacity to the Issuer or as a broker, dealer, municipal securities underwriter, or municipal advisor in connection with our purchase of the Bonds.
Sincerely,

By:

Accepted on behalf of
MIDVALE CITY, UTAH

By: _________________________
   Mayor

ATTEST AND COUNTERSIGN:

By: _________________________
   City Recorder

(SEAL)

S-1
BOND PURCHASE AGREEMENT
EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: $________
2. Purchase Price: $________
3. Purchaser's Fees: $0
4. Accrued Interest: $0
5. Principal Payment Date: (see below)
6. Interest Payment Dates: _________ and _________, beginning _______
7. Interest Rate: _________ %
8. Final Maturity Date: (see below)
9. Dated Date: Date of delivery
10. Form: Registered Bonds
11. Closing Date: _________ or as otherwise agreed upon
12. Redemption:
13. Mandatory Sinking Fund Redemption Schedule:

<table>
<thead>
<tr>
<th>Mandatory Sinking Fund Redemption Date</th>
<th>Mandatory Sinking Fund Redemption Amount</th>
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* Final maturity