COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-14

A RESOLUTION RATIFYING THE ELECTION OF A MAYOR PRO TEMPORE

WHEREAS, §2.30.040, COTTONWOOD HEIGHTS CODE OF ORDINANCES, requires the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") to select (by secret ballot held at the first regularly-scheduled meeting of the Council in even-numbered years) one if its members to act as mayor pro tempore in the event of the mayor's inability or refusal to act; and

WHEREAS, effective 7 January 2014, the Council so elected J. Scott Bracken as the City's mayor pro tempore to act in the place of Mayor Kelvyn H. Cullimore, Jr. from time to time in the event of Mayor Cullimore's inability or refusal to act; and

WHEREAS, the Council now desires to ratify by formal resolution such election; and

WHEREAS, after careful consideration, the Council has determined that it would be in the best interests of the health, safety and welfare of the inhabitants of the City to so act;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that councilmember J. Scott Bracken be, and he hereby is, designated as mayor pro tempore for the City, to act in the place of Mayor Kelvyn H. Cullimore, Jr. in the event of Mayor Cullimore's inability or refusal to act at any time, or from time to time, during the period from 7 January 2014 through the first regularly-scheduled meeting of the Council in January 2016, or until his successor as mayor pro tempore is designated and approved by the Council.

This Resolution, assigned no. 2014-14, shall take effect immediately upon passage.

PASSED AND APPROVED effective 8 April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 8th day of April 2014.

RECORDED this __ day of April 2014.

618031.1

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-15

A RESOLUTION APPROVING AND RATIFYING ENTRY INTO AN ASSIGNMENT OF RIGHTS UNDER REAL ESTATE PURCHASE CONTRACTS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 8 April 2014 to consider, among other things, approving and ratifying the City's entry into an "Assignment of Rights Under Real Estate Purchase Contracts" (the "*Agreement*") with City Investment, Inc., et al. ("*Assignor*"), whereby Assignor will assign and delegate to City, and City will assume and take from Assignor, all of Assignor's right, title and interest in, to and under eight documents entitled "Real Estate Purchase Contract" (the "*REPCs*") covering eight parcels of real property containing approximately 4.7 acres (the "*Property*") that are located at the Northwest corner of 2300 East and Bengal Blvd. in the City; and

WHEREAS, pursuant to the Agreement, City will become the buyer of the Property under the REPCs; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and be it

FURTHER RESOLVED by the Cottonwood Heights city council that any prior actions by the City's mayor and recorder to execute and deliver the Agreement on behalf of the City be, and hereby are, ratified and confirmed.

This Resolution, assigned no. 2014-15, shall take effect immediately upon passage.

PASSED AND APPROVED effective 8 April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:

By _____
Kelvyn H. Cullimore, Jr., Mayor

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 8th day of April 2014.

RECORDED this __ day of April 2014.

618034.1

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-16

A RESOLUTION APPROVING AND RATIFYING A BID AND AWARDING A CONSTRUCTION CONTRACT TO S & L INC. (3000 EAST WALL RECONSTRUCTION)

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 8 April 2014 to consider, among other things, (a) approving and ratifying the City's acceptance of a $191,735.71 bid from S & L Inc. ("*Contractor*") for the reconstruction of a retaining wall along the West side of 3000 East Street, from Juliet Way (6660 South) to East Cottonwood Parkway (6515 South) under the City's project no. CHC.220 (Revised) (the "*Project*"); and (b) authorizing the City's entry into an agreement for such construction services (the "*Agreement*") with Contractor on such terms and conditions as may be approved by the City's mayor and manager in consultation with the City's director of public works, the City engineer and the City attorney, a draft copy of which is annexed as an exhibit hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City's acceptance of Contractor's bid for the Project and to authorize the City's entry into the Agreement with Contractor as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Council hereby (a) approves and ratifies the City's acceptance of Contractor's bid for the Project, and (b) authorizes the City's entry into the Agreement with Contractor on such terms and conditions as may be approved by the City's mayor and manager in consultation with the City's director of public works, the City engineer and the City attorney.

This Resolution, assigned no. 2014-16, shall take effect immediately upon passage.

PASSED AND APPROVED this 8th day of April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 8th day of April 2014.

RECORDED this __ day of April 2014.

618059.1

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF COTTONWOOD HEIGHTS, hereinafter called "OWNER" and _____ doing business as _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of the "RETAINING WALL REPLACEMENT PROJECT ALONG WEST SIDE OF 3000 EAST STREET, FROM JULIET WAY (6660 SOUTH) TO EAST COTTONWOOD PARKWAY (6515 SOUTH) --- PROJECT # CHC220 (REVISED)".

2. The CONTRACTOR will furnish all of materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECTS described herein.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED; and will complete the same within SIXTY (60) calendar days after the date of the NOTICE TO PROCEED; unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) SECTION 00100 - INVITATION TO BID
(B) SECTION 00200 - INSTRUCTIONS TO BIDDERS
(C) SECTION 00250 - ADDITIONAL INSTRUCTIONS TO BIDDERS
(D) SECTION 00260 - CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT
(E) SECTION 00410 - BID
(F) SECTION 00420 - BID SCHEDULE
(G) SECTION 00450 - BID BOND
(H) SECTION 00500 - AGREEMENT
(I) SECTION 00510 - PAYMENT BOND (100 PERCENT)
(J) SECTION 00520 - PERFORMANCE BOND (100 PERCENT)

(K) SECTION 00530 - NOTICE OF AWARD
(L) SECTION 00540 - NOTICE TO PROCEED
(M) SECTION 00560 - CHANGE ORDER
(N) SECTION 00570 - NOTICE OF SUBSTANTIAL COMPLETION
(O) SECTION 00580 - NOTICE OF COMPLETION
(P) GENERAL CONDITIONS
(Q) SUPPLEMENTAL GENERAL CONDITIONS
(R) SPECIFICATIONS prepared and issued by GILSON ENGINEERING, INC. Consulting Engineers, dated FEBRUARY, 2014.
(S) DRAWINGS prepared by Gilson Engineering, Consulting Engineers (See enumeration in Supplemental General Conditions)
(T) ADDENDA:
No. ___ , dated _____ , 20___.
No. ___ , dated _____ , 20___.
No. ___ , dated _____ , 20___.
No. ___ , dated _____ , 20___.
No. ___ , dated _____ , 20___.

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

OWNER:

_____

BY _____

NAME _____
(Please Type)

TITLE _____

(SEAL)

ATTEST:

_____

NAME _____
(Please Type)

TITLE _____

CONTRACTOR:

_____

BY _____

NAME _____
(Please Type)

ADDRESS _____

_____

(SEAL)

ATTEST:

_____

NAME _____
(Please Type)

TITLE _____

Cottonwood Heights, Utah

8 April 2014

The City Council (the "*Council*") of the city of Cottonwood Heights, Utah (the "*Issuer*"), met in regular public session at the regular meeting place of the Council in Cottonwood Heights, Utah, on Tuesday, 8 April 2014, at the hour of 7:00 p.m., with the following members of the Council being present:

Kelvyn Cullimore, Jr.	Mayor
Mike Peterson	Councilmember
Mike Shelton	Councilmember
Tee Tyler	Councilmember

Also present:

Kory Solorio	City Recorder
Steve Fawcett	City Finance Director
John Park	City Manager
Shane Topham	City Attorney

Absent:

Scott Bracken	Councilmember

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 8 April 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 _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-17

A RESOLUTION OF THE CITY COUNCIL OF COTTONWOOD HEIGHTS, UTAH (THE "*ISSUER*"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $14,500,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2014; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO SELECT A TRUSTEE AND APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A GENERAL INDENTURE, A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT, AN OFFICIAL NOTICE OF BOND SALE, AND OTHER DOCUMENTS THAT MAY BE REQUIRED IN CONNECTION THEREWITH; APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "*Council*") of the Issuer desires to (a) finance the acquisition, construction, furnishing and equipping of buildings and facilities to accommodate city hall functions, police services, and public works, and all related improvements (collectively, the "*Series 2014 Project*"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2014 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding paragraph, and subject to the limitations set forth herein, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2014 (the "*Series 2014 Bonds*") (to be issued from time to time as one or more series and with such other series or title designation[s] as may be determined by the Issuer), pursuant to (a) Local Government Bonding Act, Title 11, Chapter 14, UTAH CODE ANNOTATED 1953, as amended (the "*Act*"), (b) this Resolution, and (c) a General Indenture of Trust and a First Supplemental Indenture of Trust (collectively, the "*Indenture*"), each between the Issuer and a trustee (the "*Trustee*") to be selected by the Designed Officers (defined below), in substantially the forms presented to 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 bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the 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 underwriter or the purchaser selected by the Issuer for the Series 2014 Bonds (the "*Underwriter/Purchaser*") in the event that the Series 2014 Bonds are not sold pursuant to a public bid with an official notice of bond sale; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer all or a portion of the Series 2014 Bonds, the Issuer desires to authorize the use and distribution of one or more of a Preliminary Official Statement (the "*Preliminary Official Statement*") in substantially the form attached hereto as Exhibit D, including a form of an Official Notice of Bond Sale (the "*Official Notice of Bond Sale*") in the case where the Series 2014 Bonds are sold at a competitive sale, and to approve one or more of a final Official Statement (the "*Official Statement*") in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of Lewis Young Robertson & Burningham, the Issuer's Financial Advisor) flexibility in setting the pricing date of the Series 2014 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any two of the Mayor or any authorized Mayor Pro Tempore, the City Manager, and the Finance Director (the "*Designated Officers*"), the authority to (a) determine whether all or a portion of the Series 2014 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriter or public bid); (b) select the Trustee, approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold; (c) select the Underwriter/Purchaser of the Series 2014 Bonds or execute a Certificate of Award confirming the sale of the Series 2014 Bonds to the winning bidder pursuant to the Official Notice of Bond Sale; and (d) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

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

Section 1. For the purpose of (a) financing the Series 2014 Project; and (b) funding reserves 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 "Cottonwood Heights, Utah Sales Tax Revenue Bonds, Series 2014" (to be issued from time to time as one or more series and with such other series or title designation[s] as may be determined by the Issuer) in the aggregate principal amount of not to exceed $14,500,000. The Series 2014 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-seven

and one-half percent (97.5%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed 5.00% per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Series 2014 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the City Attorney for the Issuer.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale (among competitive sale or negotiated sale (including a private placement without the use of an Official Statement); 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, provided that such terms are within the Parameters set by this Resolution. The selection of the form of sale via a private placement, negotiated underwriting, or competitive sale, the selection of the Underwriter/Purchaser and the determination of the final terms and redemption provisions for the Series 2014 Bonds by the Designated Officers shall be evidenced by the execution of a Certificate of Award (the "*Certificate of Award*") in substantially the form attached hereto as Exhibit E (if the Series 2014 Bonds are sold at a competitive sale) or the Bond Purchase Agreement in substantially the form attached hereto as Exhibit C (if the Series 2014 Bonds are sold at a private or negotiated underwriting sale). The form of the Certificate of Award and of the Bond Purchase Agreement are hereby authorized, approved and confirmed.

Section 3. The Indenture and the Bond Purchase Agreement (if applicable) in substantially the forms presented to this meeting and attached hereto as Exhibit B and Exhibit C, respectively, are hereby authorized, approved, and confirmed. The Designated Officers 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 select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, purchase price, and any other terms with respect to the Series 2014 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 4. Should the Designated Officers determine to have the Series 2014 Bonds underwritten, the Issuer hereby authorizes the utilization of the Preliminary Official Statement (including an Official Notice of Bond Sale, as needed), in the form attached hereto as Exhibit D, in the marketing of the Series 2014 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement. The Mayor or Mayor Pro Tempore is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. 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, the Preliminary Official Statement (including, but not limited to, the addition of an official notice of bond sale), the Official Statement, the Certificate of Award, 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 6. 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 or Mayor Pro Tempore and 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 or Mayor Pro Tempore and the City Recorder may be by facsimile or manual execution.

Section 7. 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 8. 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 9. 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 tax compliance policies and reserve instrument guaranty agreements permitted by the Indenture) 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 10. After the Series 2014 Bonds are delivered by the Trustee to the Underwriter/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 11. The Issuer shall hold a public hearing on 6 May 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, such notice to be published (i) once a week for two consecutive weeks in The Salt Lake Tribune and the Deseret News, newspapers 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. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's city offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last 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 8 April 2014, the City Council (the "*Council*") of Cottonwood Heights, Utah (the "*Issuer*"), adopted a resolution (the "*Resolution*") in which it authorized the issuance of the Issuer's Sales Tax Revenue Bonds, Series 2014 (with any other series or title designation determined by the Issuer, the "*Series 2014 Bonds*") 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 6 May 2014, at the hour of 7:00 p.m. at 1265 E. Fort Union Blvd., Cottonwood Heights, 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 the costs of the acquisition, construction, furnishing and equipping of buildings and facilities to accommodate city hall functions, police services, and public works, and all related improvements (collectively, the "*Series 2014 Project*"), (b) funding any debt service reserve funds, as necessary, and (c) paying costs of issuance of the Series 2014 Bonds.

PARAMETERS OF THE SERIES 2014 BONDS

The Issuer intends to issue the Series 2014 Bonds in the aggregate principal amount of not more than Fourteen Million Five Hundred Thousand Dollars ($14,500,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-seven and one-half percent (97.5%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed 5.00% 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 and a First Supplemental Indenture of Trust (collectively, 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 Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; 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.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge 100% of all the revenues produced by local sales and use taxes levied by the City under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the "*Sales and Use Tax*").

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

Other than the proposed Series 2014 Bonds, the Issuer currently has $-0- of bonds outstanding secured by the Sales and Use Tax.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds or obligations may be found in the Issuer's financial report (the "*Financial Report*") at: http://auditor.utah.gov/accountability/financial-reports-of-local-governments/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Steve Fawcett, Finance Director at (801) 944-7012.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2014 Bonds if held until maturity is $20,790,378.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder, 1265 E. Fort Union Blvd., Suite 250, Cottonwood Heights, 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 Thursday and 8:00 a.m. to 5:00 p.m. on Fridays, 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 (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (as it pertains 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 and (ii) registered voters within Cottonwood Heights, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2014 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Cottonwood Heights, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2014 Bonds. If fewer than 20% of the registered voters of Cottonwood Heights, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2014 Bonds without an election.

DATED 8 April 2014.

/s/ Kory Solorio
City Recorder

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. 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 $14,500,000.

This Resolution, assigned no. 2014-17, shall take effect immediately upon passage.

APPROVED AND ADOPTED 8 April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

(SEAL)

By:_____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

By:_____
Kory Solorio, City Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 8th day of April 2014.

RECORDED this __ day of April 2014.

(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:_____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

By:_____
Kory Solorio, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

I, Kory Solorio, the duly appointed and qualified City Recorder of Cottonwood Heights, Utah (the "*City*"), do hereby certify according to the records of the City's City Council (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 8 April 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 8 April 2014, and pursuant to the Resolution, there was published a Notice of Public Hearing and Bonds to be Issued: (a) once a week for two consecutive weeks in The Salt Lake Tribune and the Deseret News, newspapers having general circulation within the City, the affidavit of which publications will be attached upon availability, (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 8 April 2014.

(SEAL)

By:_____
Kory Solorio, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kory Solorio, the undersigned City Recorder of Cottonwood Heights, 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 8 April 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 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 and the Deseret News on __ April 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 in December 2013, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City in December 2013, 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 8 April 2014.

(SEAL)

By:_____
Kory Solorio, City Recorder

SCHEDULE 1

(Attach Notice of Meeting)

SCHEDULE 2

(Attach Copy of 2014 Annual Meeting Schedule)

(Attach Proof of Publication of
Notice of Public Hearing and Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document No. ___)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. ___)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ___)

EXHIBIT E

CERTIFICATE OF AWARD

(See Transcript Document No. ___)

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-18

A RESOLUTION AUTHORIZING DISPOSAL OF PROPERTY NO LONGER NEEDED AS EVIDENCE AND LOST OR MISLAID PROPERTY

WHEREAS, UTAH CODE ANN. §§24-3-101 to -104 (the "*Property Held As Evidence Chapter*") establishes the procedures for disposal by a law enforcement agency of property no longer needed as evidence in connection with any public offense (collectively, "*Evidence*"); and

WHEREAS, UTAH CODE ANN. §§77-24a-1 *et seq.* (the "*Lost Or Mislaid Property Chapter*") (the Property Held as Evidence Chapter and the Lost or Mislaid Property Chapter are collectively referred to herein as the "*Disposal Statutes*") establishes the procedures for disposal of lost or mislaid property ("*Lost Property*") that comes into the possession of a law enforcement agency; and

WHEREAS, the Cottonwood Heights Police Department ("*CHPD*") has identified various items of Lost Property and Evidence (collectively, the "*Property*") in its possession that are subject to disposition as provided in the Disposal Statutes and has requested the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") to acknowledge CHPD's possession of the Property; to authorize CHPD to dispose of the Property; and to permit the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, the Council met on 8 April 2014 to consider, among other things, acknowledging CHPD's possession of the items of Property described on the attached exhibits (the "*List*"); authorizing CHPD to dispose of such items of Property; and permitting the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, after reviewing the List, the Council acknowledges CHPD's possession of the items of Property listed thereon and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to authorize CHPD's disposal of such Property and to permit CHPD to apply the Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council acknowledges CHPD's possession of the items of Property shown on the List; authorizes CHPD's disposal of such Property; and permits CHPD to apply such Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency

This Resolution, assigned no. 2014-18, shall take effect immediately upon passage.

PASSED AND APPROVED effective 8 April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 8th day of April 2014.

RECORDED this __ day of April 2014.

618083.1

BICYCLE COLLECTIVE PICK UP
April, 2014

COTTONWOOD HEIGHTS POLICE DEPT.
801-944-7100

SHEILA JENNINGS
801-944-7032

DESCRIPTION	CASE #	SERIAL #	EVIDENCE #
Bicycle - Mongoose	12X003814	SNFSD05G37145 NCIC Neg	120600286
Bicycle - Mongoose	12X007347		121100209
Scooter - Razor	12X007767		121200100
Bicycle - Pacific Wildfire	12X007767		121200101
Bicycle - Kona	12X007700	F7101058 NCIC Neg	121200102
Bicycle	13X000814	M2LI95539 NCIC Neg	131200049
Bicycle - Specialized	13X004037	M5II74597 NCIC Neg	130700038
Bicycle - Power Climber	12X005306	49252499 NCIC Neg	130900111
Bicycle - Stone Grinder	13X003777	M6J04704 NCIC Neg	131100077
Strider Bike and helmet	13X006829		131100262
Bicycle - LaJolla	13X006815	GS100210498 NCIC Neg	131200045
Bicycle - Mongoose	14X000327	SNFSD12L23519 NCIC Neg	140100185

PROPERTY ROOM PICK UP | COTTONWOOD HEIGHTS POLICE DEPT. | SHEILA JENNINGS

April 2014 | 801-944-7100 | 801-944-7032

PR-SKU	DESCRIPTION	CASE #	SERIAL #	EVIDENCE #	TYPE
1579-000522	Cell phones	09X005436	SJUG4182AA NCIC Neg	90800225	EVI
1579-000508	Child's sox	10X001346		100300016	STO/RECOV
1579-000509	Jewelry - beads	10X001346		100300015	STO/RECOV
1579-000510	Child's clothes	10X001346		100300017	STO/RECOV
1579-000511	Shirts	10X001346		100300018	STO/RECOV
1579-000512	Baby toys	10X001346		100300023	STO/RECOV
1579-000515	Perfume	10X001346		100300022	STO/RECOV
1579-000518	Tennis shoes	10X001346		100300019	STO/RECOV
1579-000575	cable phonics	10X001346		100300014	STO/RECOV
1579-000560	Shovel	10X002603		100400113	EVI
1579-000561	Bat	10X006332		100900100	EVI
1579-000516	Headlamp	11X000363		110100107	EVI
1579-000519	Flashlight	11X000363		110100109	EVI
1579-000521	Cell phone	11X000363	RP4Z610895T NCIC Neg	110100112	EVI
1579-000523	Binoculars	11X000363		110100114	EVI
1579-000574	car charger	11X000363		110100110	EVI
1579-000578	Gun case and lock	11X001032		110200136	EVI
1579-000514	LG Cell phone	11X002947		110500107	EVI
1579-000529	cord	11X00363		110100108	EVI
1579-000513	Backpack Swiss Gear	11X005052		110800153	EVI
1579-000564	Dewalt Light	11X006187		111000056	EVI
1579-000565	Grinder	11X006187	74257A NCIC Neg	111000039	STO/RECOV
1579-000572	glasses	11X006664		111000222	EVI
1579-000573	hat knit	11X006664		111000222	EVI
1579-000520	Cell phones	11X007853		111200206	EVI
1579-000546	Hat	12X001879		120300185	EVI
1579-000553	Shirts	12X002051		120400067	EVI
1579-000552	Bike Lock	12X002264		120400176	EVI
1579-000554	Tool - Wonder bar	12X002298		120400175	EVI
1579-000555	Pocket Knife	12X002839		120500097	EVI
1579-000517	Wallet/Ipod/knife/cellphone	12X004371		120700117	FND
1579-000525	tools	12X004800		120800040	FND
1579-000524	Flashlight	12X005488		120900009	STO/RECOV

1579-000562	light	13X000280		130100163	EVI
1579-000563	scale	13x000280		130100164	EVI
1579-000571	phone	13X000280		130100167	EVI
1579-000530	Computer-Kindle	13X003202		130600003	FND
1579-000531	Black padded case	13X003202		130600003	FND
1579-000532	Cell phones	13X003202		130600003	FND
1579-000533	Notebook	13X003202		130600003	FND
1579-000569	Samsung phone	13X003462		130600106	FND
1579-000528	knife	13x003487		130600134	FND
1579-000526	Cell phones	13X003585		130600156	FND
1579-000527	Cell phones	13X003663		130600213	FND
1579-000534	Ipod	13X004337		130700118	FND
1579-000558	Red Hockey bag	13X004413		130700134	FND
1579-000541	Cell phone	13X004881		130900014	FND
1579-000540	Cell phone	13X004904		130800133	FND
1579-000547	Scooter	13X005042		130800179	FND
1579-000537	Jewelry box with jewelry	13X005123		130900013	FND
1579-000539	Jewelry box with jewelry	13X005123		130900015	FND
1579-000549	Backpack	13X005231		130900071	FND
1579-000550	Necklace	13X005264		130900093	FND
1579-000551	Skateboard	13X005294		130900070	FND
1579-000506	Wooden Box	13X005630		130900247	FND
1579-000543	Cell phone	13X005637	306kpwq123297 NCIC - Neg	130900251	FND
1579-000544	Iphone	13X005637	c8qkc1sudpng NCIC - Neg	130900249	FND
1579-000545	Ipad	13X005637	dlxkrc4sf193 NCIC - Neg	130900250	FND
1579-000536	Cell phones	13X006184	sh0crrm02353 NCIC - Neg	131000201	FND
1579-000538	Ipod	13X006184	9eq295ea75j NCIC - Neg	131000200	FND
1579-000542	Cell phone	13X006184	rq3b776981j NCIC - Neg	131000202	FND
1579-000502	Matchbox toys	13X006233		131000205	FND
1579-000504	Superman Playset	13X006233		131000203	FND
1579-000505	Batman Playset	13X006233		131000204	FND
1579-000570	jacket	13X006518		131100042	FND
1579-000567	Tool Box	13X006553		131100043	FND
1579-000503	BBQ tools	13X006654		131100091	STO/RECOV

1579-000548	Golf Clubs	13X006654		131100182	STO/RECOV
1579-000535	Cell phones	13X006705	rqmba99544v NCIC - Neg	131100176	FND
1579-000568	phone	13X006794	309CYBD0353461 NCIC-Neg	131200110	FND
1579-000507	Dell Computer	13X006801		131100209	FND
1579-000566	Long gun case	13X006881		131100255	FND
1579-000556	Void	Void	Void	Void	
1579-000557	Void	Void	Void	Void	
1579-000559	Void	Void	Void	Void	
1579-000576	sweat shirt - gray				FND
1579-000577	sweatshirt - navy				FND

COTTONWOOD HEIGHTS POLICE DEPT.
GUNS FOR DISPOSAL TO BE SET FOR AUTION

Case #	EVID #	Description	TYPE
10X001209	100200164	Cobray handgun	EVI
10X003696	100600033	S&W handgun #TZS447	EVI
10X006726	101000046	Marlin Long gun	FND
11X002947	110500092	J.C. Higgins Long gun brown stock	FND
11X004368	110700097	Remmington Long gun	EVI
11X006284	111000115	Hand gun case	EVI
11X007853	111200229	Jimenez Arms In	EVI
12X001432	120300056	Savage rifle in long gun box	FND
12X001432	120300057	Marlin rifle in long gun box	FND
12X001741	120300145	Intrac Arms gun in box	FND
12X001741	120300146	Ruger gun in box	FND
12X001741	120300147	Bianchi holster	FND
12X001741	120300149	magazine for gun	EVI
12X003986	120600306	Remington shotgun	FND
12X004429	120700160	Barreta gun	FND
12X004834	130400077	Phoenix Arms gun	EVI
12X006401	121000114	Keymore gun	FND
12X007228	121100161	RG Industries pistol	EVI
12X007349	121100211	Remington gun	EVI
12X008170	121200232	Smith and Wesson gun	FND
13X000268	130100129	HFC gun	EVI
13X000684	130200005	Jimenez arms gun	FND

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-19

A RESOLUTION APPROVING AND AGREEMENT WITH CREATIVE CONCEPTS & DISPLAY LLC FOR DESIGN AND CONSTRUCTION OF A PARADE FLOAT

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights ("*City*") met on 8 April 2014 to consider, among other things, authorizing City to engage Creative Concepts & Display LLC ("*Contractor*") to design and construct a parade float for City as specified in an agreement between Contractor and City (the "*Contract*"), a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents to authorize City to engage Contractor as proposed in the Contract;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that City is authorized to engage Contractor to provide the services specified in the Contract, and that City's mayor and recorder are authorized and directed to execute and deliver the Contract and any and all related payments and agreements on City's behalf; and be it

FURTHER RESOLVED by the city council of Cottonwood Heights that all actions heretofore taken by any of City's officers or employees in connection with the Contract are hereby ratified and approved.

This Resolution, assigned no. 2014-19, shall take effect immediately upon passage.

PASSED AND APPROVED this 8th day of April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 8th day of April 2014.

RECORDED this __ day of April 2014.

618072.1

CITY OF COTTONWOOD HEIGHTS
& CREATIVE CONCEPTS
PARADE FLOAT CONTRACT 2014

THIS AGREEMENT (this "AGREEMENT") made by and between the city of Cottonwood Heights, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (hereinafter referred to as "SPONSOR"), and Creative Concepts & Display LLC, a Utah limited liability company whose address is 7150 S. Cottonwood Street, Midvale, Utah 84047 (hereinafter referred to as "BUILDER").

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, the parties hereto agree as follows:

1. "BUILDER" agrees to design, build and decorate a float (the "*float*") in compliance with industry standards on behalf of "SPONSOR" for use in for various parades in the Salt Lake County area during summer 2014. The float's design and materials shall be mutually agreed and approved by both parties and shall be built to industry standards. This design will include fog rising from the organ pipes at the front and rear of the float; large cogs and pulleys turning on both sides of the float; circus band-organ music projecting from speakers positioned on the float; and flashing and strobing digital 12v LED lighting. The float shall be completed in time for parade participation by June 7, 2014, as agreed upon by both parties. "BUILDER" immediately will correct any defects in workmanship occurring prior to September 15, 2014 at "BUILDER'S" expense. "SPONSOR" will provide the chassis for the float. The float will be 30-35 feet long, 8-10 feet wide and not greater than 14 feet high.

2. "BUILDER" states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from "SPONSOR", and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

A. The parties intend that an independent contractor relationship will be created by this AGREEMENT. "SPONSOR" is interested only in the results to be achieved and the conduct and control of the services will lie solely with "BUILDER." "BUILDER" is not to be considered an agent or employee of "SPONSOR" for any purpose, and the employees and agents of "BUILDER" are not entitled to any of the

benefits that "SPONSOR" provides for "SPONSOR's" employees. It is understood that "SPONSOR" does not agree to use "BUILDER" exclusively. It is further understood that "BUILDER" is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with "SPONSOR".

B. Both parties agree that "BUILDER" shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. "BUILDER" shall furnish Workers Compensation Insurance for "BUILDER" and all of its subcontractors and employees. "BUILDER" and its employees and agents shall have no authorization, express or implied, to bind "SPONSOR" to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for "SPONSOR." The compensation provided for herein shall be the total compensation payable hereunder by "SPONSOR."

3. "SPONSOR" will operate the float in the parades. Operators for the float shall be furnished at the expense and responsibility of "SPONSOR."

4. In entering, displaying, and operating the float in any parade, "SPONSOR" will observe the rules and regulations of the parade regarding such display and operation, as well as all applicable laws, ordinances or regulations.

5. The float will be constructed in Salt Lake County, Utah at a location provided by "BUILDER." Representatives of "SPONSOR" may, at their discretion, inspect the construction of the float. "BUILDER" shall keep "SPONSOR" advised in advance of any changes of the location of the construction site.

6. "SPONSOR" shall provide payment of entry fees for all parades that require such fees. "SPONSOR" shall maintain liability insurance on the float, driver, and personnel while in its possession.

7. "SPONSOR" shall pay "BUILDER" the sum of $10,000.00 (ten thousand dollars) as the total cost of the services, payable as follows:

a. $5,000.00 (five thousand dollars) payable upon signing of this AGREEMENT by both parties.
b. $5,000.00 (five thousand dollars) due and payable upon full completion of the float.

"SPONSOR" shall be liable for the full contract price upon timely completion of the float, whether "SPONSOR" enters the float in a parade or not. If "SPONSOR" fails to pay any sum due hereunder within 30 days after its due date, interest shall accrue on such unpaid amount at the rate of 18% per annum.

8. The law of the State of Utah shall govern the validity of this AGREEMENT, the construction of its terms and the interpretation of the rights and duties of the parties. If litigation is commenced concerning a breach of this AGREEMENT, the prevailing party shall be entitled to their reasonable attorney's fees and cost.

9. This AGREEMENT constitutes the entire understanding and agreement between and among the parties hereto with respect to the subject matter hereof and there are no oral or written agreements, understandings, restrictions, representations or warranties among the partied hereto other than those expressly set forth is this AGREEMENT. This AGREEMENT may not be amended, changed or modified except by written instrument signed by all parties hereto. No modification or amendment to this AGREEMENT shall be valid or binding unless such modification and/or amendment is set forth in writing and signed by all of the parties to this AGREEMENT. The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof. Time is the essence of this AGREEMENT.

10. Each and every provision of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and personal representatives. This AGREEMENT will not be assigned without the written consent of the other party.

11. The ultimate goal of a parade float is the image it portrays for both its sponsor and its builder. It is therefore imperative for the float be kept in good condition at all times during the 2014 parade season. To that end, "SPONSOR" shall: provide, as needed, a tow truck and driver, observer/chase car, and float driver; keep tires inflated; keep the gas tank properly full for every parade; and regularly check and keep radiator and transmission fluid levels properly full. During transportation to and operation of the float, at least two adults (aged 21 years or over) should accompany the float at all times. The float will be towed to and from all parades at a speed not exceeding 37 MPH. The float will only be driven in parades, and should be stored indoors and in a secure location. General maintenance such as repairing broken fringe, loose sheeting, and loose

festooning is also the responsibility of the "SPONSOR," provided that such work is not necessitated due to poor workmanship by "BUILDER" during original construction of the float.

12. The term for the performance of this AGREEMENT is from the signing hereof by both parties until participation of the float in the final parade of the 2014 parade season. At the conclusion of the parade season, the props used on the float shall remain the property of "BUILDER" and the parade float chassis shall remain the property of "SPONSOR."

13. Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first hereinafter written. Each party represents and warrants that it has the authority to enter into this AGREEMENT.

"SPONSOR"

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By:_____
Kory Solorio, Recorder

By:_____
Kelvyn H. Cullimore, Jr., Mayor

"BUILDER"

CREATIVE CONCEPTS & DESIGN LLC

By:_____
_____, Manager

618081.1