



## UNIFIED FIRE SERVICE AREA AGENDA

February 18, 2020, 8:30 a.m.

(or immediately following the UFA Board meeting, if after 8:30 a.m.)

NOTICE IS HEREBY GIVEN THAT THE UNIFIED FIRE SERVICE AREA BOARD OF TRUSTEES SHALL ASSEMBLE FOR A MEETING AT UFA HEADQUARTERS LOCATED AT 3380 SOUTH 900 WEST, SALT LAKE CITY, UT 84119

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1. Call to Order – Chair Overson
2. Public Comment  
Please limit comments to three minutes each
3. Approval of Minutes – Chair Overson  
a. January 21, 2020
4. Approval of Resolution 02-2020A Adopting the UFSA Personal Use and Facility Use Policy – Legal Counsel Anderson
5. Approval of Resolution 02-2020B Authorizing the Issuance and Sale of up to \$26,000,000 Tax and Revenue Anticipation Notes; Authorizing Certain Officers to Approve the Final Terms and Confirm the Sale of Notes; and Providing for Related Matters  
– CFO Hill
6. Determine the Funding Method for Fire Station Construction – CFO Hill
7. Update on Darkhorse Station Location Software – Purchasing Agent Erica Langenfass
8. Possible Closed Session  
The Unified Fire Service Area may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 or for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137, and for other lawful purposes that satisfy the pertinent requirements of the Utah Open and Public Meetings Act.

(If only discussing topic (A), character, etc., then you may move to not record that portion of the closed session per Utah Code § 52-4-206 (6).)

Re-Open the Meeting

9. Adjournment – Chair Oversor

**The next Board meeting will be held on March 17, 2020 at 8:30 a.m. at  
UFA Headquarters located at 3380 South 900 West, Salt Lake City, UT 84119**

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL UFSA MEETINGS.**

**In accordance with the Americans with Disabilities Act, UFSA will make reasonable accommodation for participation in the meetings. Please call the clerk at least three working days prior to the meeting at 801-743-7213. Motions relating to any of the foregoing, including final action, may be taken at the meeting. This meeting may be held telephonically/electronically to allow a member of the UFSA Board to participate. This agenda is subject to change with a minimum 24-hour notice.**

**CERTIFICATE OF POSTING**

The undersigned, does hereby certify that the above agenda notice was posted on this 14th day of February 2020 on the UFSA bulletin boards, the UFSA website <http://unifiedfireservicearea.com> , posted on the Utah State Public Notice website <http://www.utah.gov/pmn/index.html> and was emailed to at least one newspaper of general circulation with the jurisdiction of the public body.

Cynthia Young, UFSA Board Clerk

**UNIFIED FIRE SERVICE AREA  
Meeting Minutes  
9:11 a.m.**

## Board Members Present

Mayor Kristie Overson  
Mayor Jeff Silvestrini  
Council Member Allan Perry  
Council Member Kathleen Bailey  
Council Member Sheldon Stewart  
Mayor Tom Westmoreland

Council Member Trish Hull  
Mayor Kelly Bush  
Council Member Gary Bowen  
Mayor Dan Knopp  
Mayor Robert Hale  
Mayor Jenny Wilson

## Board Members Absent

Council Member Jared Henderson  
Surveyor Reid Demman

## Council Member Richard Snelgrove

## Staff

12/11/11  
Tony Hill, UFA CFO  
Chief Dan Petersen  
Cyndee Young, UFSA Clerk  
Ifo Pili, UFSA District Administrator  
Rachel Anderson, UFSA Legal Counsel

Lana Burningham, UFA Admin/Planning  
Larson Wood, UFA Facilities Manager  
Mike Reberg, SLCo  
Nile Easton, UFA Director of Communications  
Shelli Fowlks, UFA

## Guests

Brett Wood, Herriman  
Brian Roberts, CLO UFA  
Captain Park  
Division Chief Larson  
Division Chief Burchett  
Division Chief Case  
Erica Langenfass, UFA  
Keith Zuspan, BCC

## Newly Elected Chair Kristie Overson Presided

## Called to Order

Chair Silvestrini called the meeting to order at 9:11 a.m. Quorum present.

## Recognition of Brighton Town

## Administer Oath of Office for New Board Members

Mayor Wilson, Mayor Knopp, and Council Member Hull received the UFSA Oath of Office.

Public Comment

None.

Approval of Minutes

Council Member Stewart moved to approve the minutes from the December 17, 2019 UFSA Board Meeting as submitted.

Council Member Perry seconded the motion.

All voted in favor.

Approval of Resolutions 01-2020A/B Board Elections – Legal Counsel Anderson

Mayor Overson accepted the UFSA Board Chair position.

Mayor Hale moved to approve Resolution 01-2020A appointing Mayor Overson as the UFSA Board Chair as voted upon this day.

Mayor Wilson seconded the motion.

All voted in favor.

It was requested that Mayor Westmoreland accept the UFSA Board Vice Chair position.

Mayor Silvestrini moved to approve Resolution 01-2020B appointing Mayor Westmoreland as the UFSA Board Vice Chair as voted upon this day.

Council Member Stewart seconded the motion.

All voted in favor.

Consider Resolution 01-2020C Approving the Execution of the Revised Restated Interlocal Cooperation Agreement to Create and Govern the Unified Fire Authority – Legal Counsel Anderson

Mayor Silvestrini moved to adopt Resolution 01-2020C approving the execution of the Revised Restated Interlocal Cooperation Agreement to Create and Govern the Unified Fire Authority.

Council Member Hull seconded the motion.

All voted in favor.

Approval of Resolution 01-2020D Approving the Interlocal Office Space Agreement with Brighton Town – Legal Counsel Anderson

This is a continuation of a discussion had at the UFSA Board Meeting last month. Work with Brighton on this agreement has been completed.

Council Member Stewart inquired as to how insurance is handled if Brighton were to cause fire or other damage to the station. His concern is that they would not have ample funds to cover the replacement of the station. Stewart also asked Anderson to inquire into a co-location policy. Counsel Anderson will discuss this with the Brighton attorney & will also ask the UFSA insurance representative how coverage should be addressed.

Mayor Silvestrini moved to approve Resolution 01-2020D approving the Interlocal Office Space Agreement with Brighton Town, subject to verification of fire insurance coverage.

Council Member Stewart seconded the motion.

All voted in favor.

Approval of UFSA/State of Utah Wildland Participation Commitment for 2020 - WL Division Chief Burchett/Legal Counsel Anderson

All fire protection entities must sign the agreement stating that we agree to conduct mitigation projects for our contribution for the state to cover the costs associated with catastrophic fires. UFA WL projects consist of Firewise, all canyon mitigation, and any community work done for mitigation.

Chief Petersen stated that he wishes to prepare the Board to discuss how to fund the Fuels Crew going forward. This last year, costs were covered by deploying the crew, last year was slower and we will be dipping into the WL budget. May consider an assessment to each member who utilizes their services for mitigation. This is a fantastic program, but he does not want to burden the WL budget going forward.

Mayor Silvestrini moved to approve the UFSA/State of Utah Wildland Participation Commitment for 2020.

Council Member Perry seconded the motion.

All voted in favor.

Approval of Resolution 01-2020E Adopting the UFSA Personal Use and Facility Use Policy – Legal Counsel Anderson

Postponed until February 18, 2020 UFSA Board Meeting as this policy will mirror the UFA policy and further changes are being made by UFA CLO Robert at the request of the UFA Board.

Mayor Silvestrini moved to postpone this item until the February 18, 2020 UFSA Board Meeting.

Mayor Wilson seconded the motion.

All voted in favor.

Update on RFP for Station Location Software – Legal Counsel Anderson/Erica Langenfass, UFA Purchasing Agent

Langenfass provided an update on the status of the RFP. Chief Petersen mentioned that UFA has a Standards of Cover Committee who will review the RFP's, in addition to those who will be interpreting the data.

Quarterly Financial Report – CFO Hill

CFO Hill reviewed the Quarterly Report. Following the upcoming audit, the numbers will be finalized.

Council Member Perry moved to approve the quarterly financial report including the list of expenditures for the last quarter as presented.

Mayor Wilson seconded the motion.

All voted in favor.

Closed Session

None.

Motion to Adjourn

Council Member Stewart moved to adjourn the January 21, 2020 UFSA Board Meeting.

Mayor Wilson seconded the motion.

All voted in favor.



**RESOLUTION OF THE UNIFIED FIRE SERVICE AREA BOARD ADOPTING THE  
UFSA PERSONAL USE AND FACILITY USE POLICY**

WHEREAS, the Unified Fire Service Area (the “Service Area”) desires to amend and adopt a new Personal Use and Facility Use Policy, attached hereto as Exhibit “A,” so that the facilities use policy will mirror the Unified Fire Authority’s policy; and

NOW, THEREFORE, be it resolved by the Board of Trustees of the Unified Fire Service Area as follows:

1. That the District adopt the Personal Use and Facility Use Policy attached as Exhibit “A.”
2. That any prior Policies relating to the same subject or other enactment of the District in conflict with the above paragraph be and hereby is repealed.
3. That this Resolution shall take effect immediately upon its passage, with the new Personal Use and Facility Use Policy stated in paragraph 1 to be effective immediately.

Passed and approved by the Board of Trustees of the Unified Fire Service Area this 18th day of February, 2020.

UNIFIED FIRE SERVICE AREA

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Board Chair

ATTEST:

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Cynthia Young, Clerk

Exhibit "A"  
Copy of Personal Use and Facility Use Policy

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

## Chapter 5 – Personal Use and Facility Use

### I. PERSONAL USE OF PUBLIC PROPERTY

- A. **Purpose:** The Section I has been adopted for the purpose of regulating the use of UFSA-owned, leased, held, operated, or managed equipment, vehicles, office supplies, devices, tools, facilities and other UFSA-owned personal and real property (herein “UFSA Property”).
- B. **Background/Effective Date:** The Utah Legislature adopted, and the Governor signed into law, H.B. 163, with an effective date of July 1, 2019. H.B. 163 deals with the misuse of public funds and, more specifically, public property, inasmuch as public property was not previously included in the criminal statute to the same extent as public funds. Since the misuse of public property can result in criminal charges, including felony charges, the UFSA desires to adopt this Policy to clarify what may constitute a misuse of UFSA Property and to authorize the personal use of UFSA Property under certain circumstances. Since the law which this Policy is intended to address is not effective until July 1, 2019, this Policy shall become effective upon the later of July 1, 2019 or the date this Policy is approved by the governing body of the UFSA.
- C. **Definitions:** For purposes of this Policy, the following words will have the following meanings:
  1. **“Public Servant”** means an elected official of the UFSA; an appointed official of the UFSA; an employee, consultant, or independent contractor of the UFSA; or a person (including an individual, an entity, or an organization) hired or paid by the UFSA to perform a government function. *See Utah Code Ann. § 76-1-601(14).* A person becomes a “public servant” upon the person’s election, appointment, contracting or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.
  2. **“Public Property”** and **“UFSA Property”** are interchangeable and mean and include any real or personal property that is owned, leased, held, operated or managed by the UFSA, including Public Property that has been transferred by the UFSA to an independent contractor for the purpose of providing a program or service for or on behalf of the UFSA. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the UFSA as a program or service is provided to the UFSA by an independent contractor or as the Public Property is utilized by UFSA employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or UFSA

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

## Chapter 5 – Personal Use and Facility Use

management deems fit, unless otherwise directed by the UFSA. See Utah Code Ann. § 76-8-101(5).

3. **Authorized Personal Use** means any personal use that is authorized pursuant to this Policy. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use UFSA Property for a personal matter and personal use of UFSA Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant's duties owed to the UFSA; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant's duties to the UFSA; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the UFSA Property in a lawful manner in accordance with this Policy; or (b) the personal use of UFSA Property is incidental, such as when: (i) the value provided to the UFSA by the public servant's use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant's personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of UFSA Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The UFSA recognizes that third parties may benefit indirectly or directly from a public servant's personal use, or official use, of the UFSA's Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the benefit does not otherwise violate an applicable law, rule or ordinance, including but not limited to state statutory law and rules and regulations of the UFSA.

### D. **Personal Use:**

1. **Devices:** Communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the UFSA may be used by an employee for occasional, incidental personal activities such as calling home, making other personal calls during a break, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive. Similarly, UFSA owned computers and smart phones may be used for personal text messaging, e-mails and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods or periods when the employee is not “on the clock,” and is not excessive.

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

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2. **Physical Facilities:** Personal activities by public servants at UFSA-owned, leased, managed and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive. Additional rules regarding facility use are addressed in Section II below.
3. **Office Supplies/Shop Supplies/etc.:** Office supplies, shop supplies and other UFSA-owned supplies and items of personal property are intended for uses that directly benefit the UFSA. Incidental personal use of the same by public servants is allowed, such as the use of UFSA-owned office supplies including pens, pencils and paper, provided that such incidental personal use is not excessive.
4. **Miscellaneous:** Any UFSA Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses.

### E. **Subsequent Modifications/Higher Law:**

1. **Policy Not Exhaustive:** The governing body of the UFSA reserves the right to add to, delete from or change this Policy at any time. The Policy stated above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise and other rules or regulations of the UFSA may apply. The UFSA may vary from the Policy, subject to the application of applicable state and federal laws, if the circumstances so justify.
2. **Higher Law to Control:** In the event of any conflict between the Policy and any applicable federal or state law, rule or regulation, the law, rule or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

## II. FACILITY USE AND MANAGEMENT

### A. **Findings:** The Board of the UFSA finds the following:

1. The training rooms and associated equipment located in UFSA fire facilities constitute assets constructed and acquired with public funds and their use must be consistent with the public trust in which they are held. For facilities acquired with bond funds the use must be consistent with the terms of the bond indentures and all applicable federal regulations to

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

## Chapter 5 – Personal Use and Facility Use

protect the tax-exempt status of the bonds. In addition, use of the facilities and equipment must be consistent with the needs of the department.

2. It is the policy of the UFSA that fire department facilities shall be first dedicated to the needs of the department, and when otherwise available, may be used for ~~government sponsored the uses provided for in this policy. Use of the facilities and equipment by individuals or for profit organizations is strictly prohibited. Use of the facilities and equipment by non profit entities is prohibited unless such use constitutes government sponsored use.~~
3. ~~It is the policy of UFSA that government sponsored use shall be those functions and activities that a governmental entity determines are associated with the accomplishment of the governmental entity's purpose.~~
- 4.3. It is the policy of the UFSA that use of UFSA facilities shall be at no cost to the Unified Fire Authority ("UFA") or UFSA and reasonable fees shall be charged sufficient to cover all costs associated with the use of UFSA facilities ~~for all other government sponsored use by third parties.~~

B. **Purpose and Intent:** In enacting this section, it is the purpose and intent of the Board to provide guidance to UFSA personnel, governmental entities, and the public regarding the conditions of and procedures for use of UFSA facilities that are appropriate for public use.

C. **Definitions:**

1. **“Departmental Use”** means the use of UFSA facilities and equipment by ~~UFSA or the UFA.~~
- 1.2. **“Member Use”** means the use of UFSA facilities and equipment by a ~~UFA Member entity.~~
3. **“Government Sponsored Use”** means the use of departmental facilities and equipment by another governmental entity or a non-profit entity performing a function necessary to a governmental entity and whose use is sponsored by that governmental entity.

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

## Chapter 5 – Personal Use and Facility Use

4. **“Quasi-Governmental Use”** means the use of Department facilities and equipment by a body or entity sponsored or supported by a governmental entity to assist the entity in performing governmental functions. Examples of a quasi-governmental use is the use of facilities by a community counsel or advisory body.
5. **“Non-Profit Use”** means the use for civic purposes of Department facilities and equipment by a duly recognized non-profit entity under state and federal law under limited circumstances and under specific restrictions.
6. **“Limited-purpose Public Use”** means the use for civic purposes of Department facilities and equipment under limited circumstances and under specific restrictions by individual members of the public.
7. **“Commercial Use”** means the use of Department facilities and equipment by a for-profit entity or for commercial purposes.
8. **“Political Use”** means the use of Department facilities and equipment by partisan political entities or for partisan political purposes.
9. **“Personal Use”** means the use of Department facilities and equipment for personal use, such as parties, weddings, etc.
10. **“Facility Use Agreement”** means an agreement between a ~~governmental entity~~~~third-party user~~ and the UFSA that governs the conditions of use of UFSA facilities and related equipment.
11. **“Sponsor”** means a governmental entity sponsors a ~~non-profit~~ use of a Departmental facility if it submits a written request for such use to the UFA or UFSA, pays the fees for such use and such use is pursuant to the written facility use agreement between the governmental entity and the UFSA.
12. **“Facilities and Equipment”** means those areas of UFSA facilities, and attendant equipment, that are suitable for non-departmental use by government entities and other third-party civic purposes such as community rooms, classrooms, and conference spaces.

### **D. Scope of Use:**

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

## Chapter 5 – Personal Use and Facility Use

1. Commercial, Political, and Personal Use of UFSA facilities and equipment is prohibited.
2. For other uses provided for in this Policy, each UFSA Member entity will evaluate the UFSA facilities within its municipal boundaries and determine the desired scope of use for designated areas within each facility. UFSA facilities outside the municipal boundaries of member entities will be evaluated and designated by the UFSA.
3. Such determination will identify the uses described in this Policy that the Member entity wishes to allow in the designated areas of the facility. Once such a determination is made, the UFA, in consultation and agreement with the UFSA Member and UFA (if applicable), will create specific usage policies for that facility, including any and all restrictions and limitations on such usage. Once agreed upon, such usage policy will become applicable to the facility until revised or revoked by either the UFSA or Member entity.
4. If any Member entity wishes to make changes to a facility specifically for the purposes of allowing a particular use, the cost of making such changes will be borne by the Member entity and not UFSA.

### E. Revocation or Alteration of Scope of Use:

1. At any time and for any reason, either UFSA or a Member entity may alter, restrict, or revoke a Scope of Use policy created pursuant to this policy. Nothing in this policy or any subsequent Scope of Use policy should be interpreted to dedicate any facility, or portion thereof, to public use, provide unrestricted access to members of the public, or provide any third-party benefits whatsoever. All use by third parties will be strictly governed by individual Facility Use Agreements between UFSA and third parties.
2. If either UFSA or a Member entity wishes to exercise its right to alter, restrict, or revoke an existing Scope of Use policy, that party agrees to defend and indemnify the other party against claims related to the change in policy. If the decision is a joint decision mutually agreed upon by both UFSA and the Member entity, each party will be responsible for its own defense and any potential liability for the change in policy. As UFSA and its Member entities are governmental entities, nothing in this policy waives or otherwise impinges upon their rights under the Utah

# UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

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Governmental Immunity Act, or similar or successor immunity provisions, or any other defense available under state or federal law.

**F. Priority of Use:** The primary use of UFSA facilities and related equipment is for UFSA/UFA departmental use. All other uses are subordinate to this primary use. ~~UFSA may restrict, cancel, or prohibit any such use by governmental, quasi-governmental, or limited-purpose public use based upon the needs of the department in its sole discretion and at any time.~~ The ~~second~~ priority for scheduling the use of UFSA facilities and related equipment ~~after such primary use, and if determined to be an approved use as provided for above, is as follows:~~

1. Member Use of the UFA Member in which the facility is located.
2. Member Use of another UFA Member.
3. Government-sponsored Use by the UFA Member in which the facility is located
4. Government-sponsored Use by another UFA Member.
5. Quasi-governmental Use of the UFA Member in which the facility is located.
6. Quasi-governmental Use involving another UFA Member.
7. Government-sponsored or Quasi-governmental Use by a non-member governmental entity.
8. Non-profit or Limited-purpose Public Use.

~~D. is for programs and activities of a UFSA member entity. The third priority for scheduling the use of UFSA facilities and equipment is for programs and activities of a non member governmental entity. The fourth priority for scheduling the use of UFSA facilities and equipment is for government sponsored uses of UFSA member entities. The fifth priority for scheduling the use of UFSA facilities is for government sponsored uses of non member governmental entities. The UFSA, at its sole discretion, reserves the right, after consultation with the governmental entity, to cancel or modify Priority 2-5 usage reservations if the facilities are required for UFSA purposes.~~

**E.G. Fees:** The District Administrator ~~or designee~~ shall establish reasonable fees for non-UFSA use of UFSA facilities and related equipment and update those fees regularly so that the UFSA incurs no expense for their use. Admission fees may not be charged by the ~~governmental entity or the sponsored user of the facility user~~ for admission to the facility. ~~Sales of products or services are not permitted on UFSA property.~~

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## Chapter 5 – Personal Use and Facility Use

**F.H. Facility Use Agreements:** Each ~~governmental entity~~third-party desiring to use UFSA facilities and related equipment shall enter into a written Facility Use Agreement with the UFSA setting forth the conditions of use. An entity may enter into a single master agreement covering all entity usage or entity sponsored usage. Each agreement shall protect the UFA or UFSA from liability arising out of the facility usage, injury or damage to the facility and UFA or UFSA equipment, provide for adequate supervision and/or security for individuals using the facility, preparation of the facility for use, maintenance and cleaning of the facility, interruption or cancellation of use, separation of activities from office and living space of UFA or UFSA employees and facility and equipment fees.

**G.I. Termination and Cancellation of Use:** Fire Stations and related facilities, by their nature, are subject to interruptions in staffing and/or emergency usage requirements. No Facility Use Agreement may unconditionally guarantee the condition or possession of the facilities or that the usage of a facility will not be interrupted. The Facility Use Agreement and any policy of the Member entity related to use of UFSA facilities must include a provision that UFSA reserves the right to cancel or terminate facility usage if necessaryfor operation purposes at any time and without notice.

**H.J. Reservations:** Reservation requests shall be made in writing to the ~~Community Services Bureau~~ of the UFSA which shall coordinate the scheduling with the Division Commander of the UFA division in which the facility is located.

Salt Lake City, Utah  
February 18, 2020

The Board of Trustees of the Unified Fire Service Area, Utah (the “Service Area”), held a regular meeting at the regular meeting place of the Board on Tuesday, February 18, 2020, at the hour of 9:00 a.m. The following members of the Board were present:

Kristie S. Overton	City of Taylorsville	Chair
Tom Westmoreland	Eagle Mountain City	Vice Chair
Kathleen Bailey	Copperton Metro Township	Trustee
Gary Bowen	Emigration Township	Trustee
Kelly Bush	Kearns Metro Township	Trustee
Reid J. Demman	Salt Lake County	Trustee
Robert Hale	Midvale City	Trustee
Jared Henderson	Herriman City	Trustee
Trish Hull	Magna Metro Township	Trustee
Dan Knopp	Brighton Township	Trustee
Allan Perry	White City Metro Township	Trustee
Jeff Silvestrini	Millcreek	Trustee
Richard Snelgrove	Salt Lake County	Trustee
Sheldon Stewart	Riverton City	Trustee
Jenny Wilson	Salt Lake County	Trustee

Also present:

Dan Petersen	Fire Chief
Tony Hill	Chief Financial Officer/Treasurer
Ifo Pili	District Administrator
Rachel Anderson	Legal Counsel
Cyndee Young	Clerk

Absent:

The Chair stated that the meeting was called pursuant to notice for the purpose, among other things, of approval of the issuance of the Tax and Revenue Anticipation Notes, Series 2020 of the Unified Fire Service Area, Utah. Thereupon, the following resolution was introduced in written form, discussed in full, and pursuant to motion made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_, adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 02-2020B

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$26,000,000 TAX AND REVENUE ANTICIPATION NOTES, SERIES 2020, IN ONE OR MORE SERIES, OF THE UNIFIED FIRE SERVICE AREA, UTAH, AND ENTERING INTO CERTAIN COVENANTS AND MAKING CERTAIN REPRESENTATIONS IN CONNECTION THEREWITH; GIVING AUTHORITY TO CERTAIN OFFICERS TO APPROVE THE FINAL TERMS AND PROVISIONS AND CONFIRM THE SALE OF THE NOTES WITHIN THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING A FORM OF NOTE PURCHASE AGREEMENT AND THE FORM OF NOTES; AND RELATED MATTERS.

WHEREAS, there is an immediate and pressing need for raising funds in the amount of not more than \$26,000,000 for the fiscal year commencing January 1, 2020, until the payment of taxes for said fiscal year; and

WHEREAS, the Board of Trustees (the “Board”) of the Unified Fire Service Area, Utah (the “Service Area”), has determined to sell its Tax and Revenue Anticipation Notes, Series 2020, in one or more series (the “Notes”), for the purpose of meeting the current expenses of the Service Area for the fiscal year ending December 31, 2020, until the payment of taxes and receipt of other revenues for said fiscal year, and that such sum can be raised without incurring any indebtedness or liability in excess of the taxes or other revenues for the current fiscal year or exceeding any limit of debt imposed by the Constitution and statutes of the State of Utah; and

WHEREAS, there has been presented to the Board at this meeting a form of a Note Purchase Agreement attached hereto as Exhibit A to be entered into between the Service Area and a purchaser (the “Purchaser”) to be selected by the hereinafter defined Designated Officers (or such other named agreement with substantially similar terms (the “Note Purchase Agreement”); and

WHEREAS, the Board desires to authorize and approve the finalization and use of the Note Purchase Agreement and any other documents deemed necessary in marketing the Notes; and

WHEREAS, in order to allow flexibility in setting the pricing date of the Notes, the Board desires to grant to the Designated Officers the authority to approve the principal amount, interest rate, terms, and purchase price at which the Notes shall be sold, select the Purchaser, and execute a Terms Certificate, in the form attached hereto as Exhibit B, setting forth the final terms of the Notes, provided that such final terms do not exceed the parameters set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Unified Fire Service Area, Utah, as follows:

Section 1. For the purpose of meeting the current expenses of the Service Area for the fiscal year beginning January 1, 2020, until the payment of taxes and other revenues of said fiscal year, the Service Area shall borrow the sum of not to exceed Twenty-Six Million Dollars (\$26,000,000) and for that purpose as evidence of such indebtedness, shall issue to the Purchaser, Notes, in one or more series, bearing interest at the rate of not greater than three and one-half percent (3.5%) per annum from their dated date until paid. Said Notes shall be dated as of their date of delivery, shall be known as "Unified Fire Service Area, Utah Tax and Revenue Anticipation Notes, Series 2020," and shall be due and payable no later than December 31, 2020, in lawful money of the United States of America at the office of the Chief Financial Officer of the Service Area in Salt Lake City, Utah, as paying agent. The Service Area shall deposit moneys into an account designated for the payment of the Notes at least two (2) weeks prior to their due date. Said Notes may be subject to redemption prior to maturity as determined by the hereinafter defined Designated Officers. Said Notes shall be represented by notes in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof.

Section 2. (a) In addition to the parameters set forth in Section 1 above, there is hereby delegated to the Chair of the Board and the Chief Financial Officer of the Service Area (together the "Designated Officers"), subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Notes, and the Designated Officers are hereby authorized to make such determinations:

- (i) the series and principal amount of the Notes necessary to accomplish the purpose of the Notes set forth in Section 1 herein; provided, however, that the aggregate principal amount of the Notes shall not exceed \$26,000,000;
- (ii) the interest rate of the Notes; provided, however, that the interest rate shall not exceed three and one-half percent (3.5%) per annum; and provided further that in no event shall the interest rate exceed ten percent (10%) per annum in the event that the Service Area fails to timely pay interest or principal on the Note when due.
- (iii) the final date when the Notes shall be due and payable; provided, however, that said date shall be no later than December 31, 2020;
- (iv) the selection of the Purchaser for the Notes;
- (v) the sale of the Notes to the Purchaser and the purchase price to be paid by the Purchaser for the Notes; provided, however, that the discount from par of the Notes shall not exceed two percent (2.0%);
- (vi) the tax-exempt nature of the Notes; and
- (vii) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this Resolution.

(b) Upon pricing of the Notes by the Purchaser, the Designated Officers shall make the determinations provided above, and shall execute the Terms

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

Section 3. The Notes shall be delivered to the Purchaser in book-entry or certificated form, as may be determined, in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF UTAH  
UNIFIED FIRE SERVICE AREA  
TAX AND REVENUE ANTICIPATION NOTE, SERIES 2020

No. R - 1 \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Original Issue Date</u>	<u>Maturity Date</u>	<u>[CUSIP]</u>
_____ %	_____, 2020	December [31], 2020	

Registered Owner: [Purchaser]

Principal Sum: \_\_\_\_\_ AND NO/100 DOLLARS\*\*\*\*\*

Unified Fire Service Area, Utah (the "Service Area"), hereby acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner referenced above the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America on December [31], 2020, at the office of the Chief Financial Officer of the Service Area in Salt Lake City, Utah, as paying agent, with interest thereon at the Interest Rate per annum referenced above from the Original Issue Date until paid in full, payable at maturity. Interest on this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This Note is the "Unified Fire Service Area, Utah Tax and Revenue Anticipation Notes, Series 2020," issued in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) pursuant to Title 17B, Chapter 1, Section 103 and Chapter 2a, Part 9, Utah Code Annotated 1953, as amended, and applicable provisions of Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

This Note is subject to redemption prior to maturity upon thirty days advance written notice.

It is hereby covenanted, certified, recited, and declared that this Note is given in anticipation of the collection of taxes and other revenues to be levied and collected for the current fiscal year, in evidence of money borrowed to meet current expenses of the Service Area during said current fiscal year until payment of the taxes and other revenues for such year, that taxes and other revenues within the limit provided by law and sufficient to pay principal of and interest on this Note as the same falls due and, together with other budgeted revenues to be received during such fiscal year, sufficient to pay all budgeted maintenance and operation and other expenses of the Service Area for such fiscal year have been or will be levied and collected in such fiscal year on all taxable property within the Service Area

and that sufficient moneys have been appropriated for the payment of the principal of and interest on this Note as the same shall fall due.

It is hereby certified, recited, and declared that the entire indebtedness of the Service Area hereby incurred is not in excess of seventy-five percent (75%) of the tax revenues and other revenues levied and collected by the Service Area for the fiscal year ended December 31, 2019, or ninety percent (90%) of the taxes and other revenues of the Service Area levied and collected or to be levied and collected for the current fiscal year, and that said indebtedness was and is contracted for the purpose for which said taxes and other revenues are levied and collected.

This Note shall be registered on the books of the Service Area to be kept for that purpose at the office of the Chief Financial Officer of the Service Area set forth above, such registration shall be noted hereon and this Note shall only be transferable upon said books at said office by the registered owner or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Service Area shall execute and deliver in exchange for this Note a new registered Note registered in the name of the transferee in authorized denominations.

It is hereby certified, recited, and declared that all acts, conditions, and things essential to the validity of this Note exist, have happened, and have been done, and that every requirement of law affecting this Note has been duly complied with, and that this Note is within every debt and other limit prescribed by the Constitution and laws of the State of Utah.

IN WITNESS WHEREOF, the Unified Fire Service Area, Utah, by its Board of Trustees, has caused this Note to be manually signed by its Chair and attested by the manual signature of its Clerk and the seal of the Service Area to be affixed hereto as of \_\_\_\_\_, 2020.

(SEAL)

UNIFIED FIRE SERVICE AREA, UTAH

By: \_\_\_\_\_ (Do not sign)

Chair

ATTEST:

By: \_\_\_\_\_ (Do not sign)  
Clerk

## ABBREVIATIONS

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

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

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

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

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

## 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 Note and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney to transfer the within note 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 of the  
Registered Owner as it appears upon the face  
of the within Note in every particular without  
alteration or enlargement or any change  
whatsoever.

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed  
by an "eligible guarantor institution" that is a  
member of or a participant in a "signature  
guarantee program" (e.g., the Securities  
Transfer Agents Medallion Program, the  
Stock Exchange Medallion Program or the  
New York Stock Exchange, Inc. Medallion  
Signature Program).

Section 4. The Notes shall be executed by the Chair of the Service Area and attested by the Clerk, Deputy Clerk or acting Clerk of the Service Area (the "Clerk") and sealed with the seal of the Service Area. The Chair is hereby authorized, empowered, and directed to execute, and the Clerk to execute, attest, and affix the seal of the Service Area to the Notes, and the acts of said Chair and Clerk in so doing are and shall be the act and deed of the Service Area.

Section 5. The Chief Financial Officer of the Service Area is hereby constituted and appointed Registrar and Paying Agent for the Notes. The Service Area shall cause books for the registration and for the transfer of the Notes as provided in this Resolution to be kept by the Chief Financial Officer. Upon surrender for transfer of any Note at the principal office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing with signature guaranteed, the Service Area shall execute and deliver in the name of the transferee or transferees a new, fully registered Note or Notes for a like aggregate principal amount.

In each case the Registrar shall require the payment by the registered owner requesting exchange or transfer, only of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 6. (a) The Notes shall be initially issued in the form of a single certified fully registered Note. Upon initial issuance, the ownership of such note shall be registered in the registration books kept by the Registrar in the name of the Purchaser.

(b) The Service Area, the Registrar and the Paying Agent may treat and consider the person in whose name each Note is registered in the registration books kept by the Registrar as the holder and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Notes only to or upon the order of the respective Owner, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided in the Notes, and all such payments shall be valid and effective to fully satisfy and discharge the Service Area's obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the registration books kept by the Registrar, shall receive a certificated Note evidencing the obligation of the Service Area to make payments of principal, and interest pursuant to this Resolution.

Section 7. There shall be levied by the Service Area in the fiscal year beginning January 1, 2020, a sufficient tax and there shall be collected sufficient revenues other than taxes to pay the principal of and interest on the Notes as the same fall due and to pay all budgeted maintenance and operation and other expenses of the Service Area, and there is hereby appropriated from the collection of taxes and other revenues for said fiscal year, a sum sufficient to pay both principal of and interest on the Notes as the same shall fall due.

Section 8. The Notes are issued as obligations the interest on which is excludable from gross income of the owners thereof. The Service Area recognizes that the Purchaser of the Notes will have accepted them on, and paid therefor a price which reflects, the understanding that interest thereon is excludable from gross income for federal income tax purposes under laws enforced at the time the Notes shall have been delivered. Prior to or contemporaneously with the delivery of the Notes, the Chair shall execute a tax certificate on behalf of the Service Area respecting the investment and use of the proceeds of the Notes. Said certificate shall be a representation and certificate of the Service Area, and an executed copy thereof shall be filed at the office of the Service Area.

Section 9. The Chair, Clerk, and other appropriate officials of the Service Area are each hereby authorized and directed to execute such certificates and agreements as shall be necessary to establish that the Notes are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated or proposed thereunder, including Sections 1.148-1 through 1.148-11 of the Income Tax Regulations as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

Section 10. The Service Area further covenants and agrees to and for the benefit of the holders of the Notes that the Service Area (a) will not take any action that would cause interest on the Notes to be includable in gross income for federal income tax purposes, (b) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Notes to be includable in gross income for federal income tax purposes, and (c) will comply with any other requirements of federal tax law applicable to the Notes in order to preserve the excludability from gross income for federal income tax purposes of interest on the Notes.

Section 11. The sale of the Notes is hereby approved as follows:

(a) The Notes authorized to be issued herein shall be sold to the Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2 hereof, on the terms and conditions to be set forth in the Terms Certificate and Note Purchase Agreement, and upon the basis of the representations therein set forth. The Service Area hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Service Area by the officials of the Service Area in connection with the sale of the Notes.

(b) To evidence the acceptance by the Service Area of the Note Purchase Agreement, the Chief Financial Officer or the Chair of the Board is hereby authorized and directed to execute and deliver, and the Clerk of the Board to attest, the Note Purchase Agreement substantially in the form attached hereto as Exhibit A, with such changes, omissions, insertions and revisions as the Chief Financial Officer or the Chair, as appropriate, shall deem advisable, his or her execution and delivery thereof to constitute conclusive evidence of such approval.

Section 12. The Notes so issued shall be delivered to the Clerk of the Service Area and her receipt taken therefor, and she shall stand charged on her official bond with

the Notes delivered to the Clerk and the proceeds thereof and the Clerk shall deliver or have delivered the Notes to the Purchaser, its agents or assigns, as per the terms of the Note Purchase Agreement of said Purchaser, as and when the Notes may be and are legally issued, upon receipt of the purchase price therefor, as set forth in the Terms Certificate and Note Purchase Agreement.

Section 13. The Service Area hereby certifies that (a) the Service Area shall account for the investment of the Gross Proceeds (as described in Section 148(f)(6)(B) of the Code and Section 1.148-1(b) of the related Treasury Regulations) of the Notes and make the required arbitrage rebate payments to the federal government from the proceeds of the Notes or from any other legally available source (provided, however, that this obligation shall not be construed as constituting a debt or liability of the Service Area within the meaning of any constitutional or statutory limitation upon the incurrence of the indebtedness by the Service Area) at the times, upon the terms and conditions, and in the manner specified in Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith; and (b) the Service Area shall keep and retain or cause to be kept and retained, until the date six years after the retirement of the last Note, adequate records with respect to the Notes and the investment and expenditure of proceeds thereof to comply with the aforementioned arbitrage rebate requirements, including without limitation a complete list of all investments and reinvestments of Gross Proceeds of the Notes including (i) purchase price of such investments, (ii) purchase date, (iii) type of security or investment, (iv) accrued interest paid on the investment (if any), (v) interest rate (if applicable), (vi) dated date (if applicable), (vii) principal amount, (viii) date of maturity, (ix) interest payment dates (if applicable), (x) date of liquidation, (xi) amounts received upon liquidation of such investments, and (xii) the market value of such security or investment on the date it became Gross Proceeds of the Notes and on the date of the retirement of the last Note if then held by the Service Area.

In addition, the Service Area will not enter into any transaction or cause any transaction to be entered into which reduces the amount which may be required to be paid to the federal government pursuant to the arbitrage rebate requirements specified above, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Notes not been relevant to either party.

The form of Notes and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Service Area Chair, whose execution or approval thereof on behalf of the Board shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 14. All resolutions and orders or parts thereof in conflict with the provisions hereof are to the extent of such conflict hereby repealed. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this February 18, 2020.

UNIFIED FIRE SERVICE AREA, UTAH

(SEAL)

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

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

I, Cyndee Young, the duly chosen, qualified, and acting Clerk of the Unified Fire Service Area, Utah, do hereby certify that the foregoing constitutes a full, true, and correct copy of the proceedings of the Board of Trustees of the Unified Fire Service Area, Utah, had and taken at a lawful meeting of said Service Area held on February 18, 2020, insofar as the same relate to the issuance and sale of the Tax and Revenue Anticipation Notes, Series 2020, of said Service Area, as recorded in the regular official book of records of the proceedings of the Service Area kept in the office of the Clerk. The meeting therein shown was duly held and the persons therein named were present at said meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Service Area, this February 18, 2020.

(SEAL)

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

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

CERTIFICATE OF COMPLIANCE  
WITH OPEN MEETING LAW

I, Cyndee Young, the duly chosen, qualified, and acting Clerk of the Unified Fire Service Area (the “Service Area”), Utah, do hereby certify that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice of the meeting of the Board of Trustees of the Service Area held on February 18, 2020, was given,

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Service Area on February \_\_\_\_\_, 2020, 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 posted on the Utah Public Notice Website (<http://pmn.utah.gov>) 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 delivered to at least one newspaper of general circulation within the Service Area pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>), at least twenty-four (24) hours prior to the convening of the meeting.

In addition, notice of the 2020 Annual Meeting Schedule for the Board of Trustees of the Service Area (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Board of Trustees to be held during the year, by causing said Notice to be (a) posted on November 19, 2019, at the principal office of the Service Area, (b) published on the Utah Public Notice Website (<http://pmn.utah.gov>) on November 19, 2019 for the current calendar year and (c) provided to at least one newspaper of general circulation within the Service Area pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Service Area this February 18, 2020.

(SEAL)

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

Attachments:

SCHEDULE 1—NOTICE OF MEETING

SCHEDULE 2—NOTICE OF ANNUAL MEETING SCHEDULE

**EXHIBITS** (to be attached to file copy)

Exhibit A – Form of Note Purchase Agreement

Exhibit B – Form of Terms Certificate

NOTE PURCHASE AGREEMENT

\$ \_\_\_\_\_  
Unified Fire Service Area, Utah  
Tax and Revenue Anticipation Note,  
Series 2020

March \_\_\_\_\_, 2020

Unified Fire Service Area, Utah  
3380 South 900 West  
Salt Lake City, Utah 84119

Dear Board of Trustees:

The undersigned, [\_\_\_\_\_] (the “Purchaser”), offers to purchase from the Unified Fire Service Area, Utah (the “Issuer”) all (but not less than all) of the \$ \_\_\_\_\_ Tax and Revenue Anticipation Note, Series 2020, of the Issuer (the “Note”), with delivery and payment at 3380 South 900 West, Salt Lake City, Utah, based upon the covenants, representations and warranties set forth below. This offer is made subject to your acceptance of this Note Purchase Agreement (this “Purchase Agreement”) on or before 11:59 a.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 has completed its credit approval for the Note and hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Note on the Dated Date indicated on Exhibit A. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Note, the manner of its issuance, the purchase price to be paid and the date of delivery and payment (the “Closing”).

2. The Issuer adopted a resolution on February 18, 2020 (the “Financing Resolution”), authorizing the issuance and sale of the Note and its Designated Officers (as defined in the Financing Resolution) have executed as of the date hereof a Terms Certificate (the “Terms Certificate”) confirming, among other items, [\_\_\_\_\_] as the purchaser of the Note. The Purchaser is authorized by the Issuer to use the Financing Resolution and the information contained therein in connection with the purchase of the Note.

3. This Purchase Agreement, the Note, the Financing Resolution, the Terms Certificate and each of the certificates and agreements executed and delivered in connection with the issuance of the Note are herein collectively referred to as the “Financing Documents.”

4. (a) To induce the Purchaser to purchase the Note, you represent and warrant to the Purchaser that (i) the Issuer is duly organized and existing under the laws of the State of Utah (the "State"), (ii) the Issuer has and will have at the Closing the power and authority to enter into and perform this Purchase Agreement, to adopt the Financing Resolution and to deliver and sell and pay when due the Note to the Purchaser, (iii) this Purchase Agreement and the Note 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, (iv) no governmental approval or authorization other than the Financing Resolution is required in connection with the sale of the Note to the Purchaser, (v) this Purchase Agreement and the Note 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, (vi) the financial statements of the Issuer for the fiscal year ended December 31, 2018, are true and correct in all material respects, and (vii) 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 Note or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Note, the Financing Resolution or this Purchase Agreement or contesting the powers of the Issuer or any authority for the issuance of the Note, the adoption of the Financing Resolution or the execution and delivery of this Purchase Agreement, nor, to the best knowledge of the Issuer, is there any legislation pending that could result in any of the aforementioned outcomes.

(b) For so long as the Note remains outstanding you covenant and agree to comply with each of the covenants and terms of the Financing Documents, and with each of the following:

(i) The aggregate indebtedness you incur during your fiscal year ending December 31, 2020, including the Note, will not exceed (A) an amount equal to 75% of the total taxes and other revenues you levy and collect or which are levied and collected on your behalf in your fiscal year ended December 31, 2019 or (B) an amount equal to 90% of the total taxes and other revenues you levy and collect or which are levied and collected on your behalf in your fiscal year ending December 31, 2020.

(ii) You will not incur any additional indebtedness payable from the revenues available to repay the Note except for additional debt used to refinance your existing indebtedness which is payable from such revenues which results in net present value debt service savings.

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

(a) From the time of the execution and delivery of this 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 Note 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 the Purchaser's opinion, the market price of the Note.

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

(i) The Note, in definitive form, duly executed and fully registered;

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

(iii) The approving opinion of Gilmore & Bell, P.C., Note Counsel, satisfactory to the Purchaser, dated the date of Closing; and

(iv) Such additional opinions, certificates, instruments and other documents (including, without limitation, those set forth on Exhibit A, if any) as the Purchaser may deem necessary with respect to the issuance and sale of the Note, all in form and substance satisfactory to the Purchaser.

6. The Issuer will pay all of the costs of issuing the Note, including but not limited to, fees and disbursements of counsel to the Issuer, Note Counsel, Purchaser's Counsel and the Issuer's Municipal Advisor.

7. To the extent permitted by law, the Issuer will indemnify the Purchaser and its respective directors, officers, employees, agents and affiliates against all claims asserted and losses, liabilities and expenses incurred in connection with the Note or this Purchase Agreement.

8. This Purchase Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

9. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties and indemnification (to the extent permitted by law) shall survive any investigation made by or for the Purchaser, delivery and payment of the Note and the termination of this Purchase Agreement.

10. The Issuer will provide a copy of its audited financial statements for the fiscal year ended December 31, 2019 to the Purchaser no later than July 31, 2020.

11. The Purchaser may at any time pledge or grant a security interest in all or any portion of its rights under the Note to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank.

12. The Purchaser has the right to grant participations in all or a portion of the Purchaser's interest in the Note to one or more other banking institutions; provided, however, that the Issuer will be required to deal only with the Purchaser with respect to any matters relating to the Note.

13. At the Closing, the Purchaser will deliver to the Issuer a Purchaser's Letter substantially in the form of Exhibit B, which is hereby incorporated by reference into this Purchase Agreement, and which contains certain transfer restrictions with respect to the Note.

[Remainder of page intentionally left blank]

Sincerely,

[PURCHASER]

By: \_\_\_\_\_  
[Name]  
[Title]

(SEAL)

Accepted on behalf of the Unified Fire  
Service Area, Utah:

UNIFIED FIRE SERVICE AREA, UTAH

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Chair

ATTEST AND COUNTERSIGN:

---

Chief Financial Officer

APPROVED AS TO FORM:

---

Legal Counsel

## EXHIBIT A

### DESCRIPTION OF NOTE

1. Issue Size: \$\_\_\_\_\_
2. Dated Date: March \_\_\_\_\_, 2020, or such other date mutually agreed upon by the Board and the Purchaser
3. Maturity Date: December \_\_\_\_\_, 2020
4. Purchase Price: \$\_\_\_\_\_ (the par amount of the Note)
5. Rating: Not Rated
6. Coupon Rate: \_\_\_\_\_%; *provided, however*, in the event that the Issuer fails to timely pay interest or principal on the Note when due, interest on the Note shall accrue at \_\_\_\_\_% per annum.
7. Redemption: Any day upon 30 days' prior notice to Purchaser
8. Tax-exempt: Yes
9. Bank-qualified: No

**EXHIBIT B**

**FORM OF INVESTOR LETTER**

March \_\_\_\_\_, 2020

Unified Fire Service Area, Utah  
Salt Lake City, Utah

Re: \$\_\_\_\_\_ Unified Fire Service Area, Utah Tax and Revenue  
Anticipation Note, Series 2020

Ladies and Gentlemen:

\_\_\_\_\_ (“Purchaser”) has agreed to purchase the above referenced note (the “Note”) in the amount of \$\_\_\_\_\_ which is being issued in the original aggregate principal amount of \$\_\_\_\_\_ by the Unified Fire Service Area, Utah (the “Issuer”) and which bears interest per annum as set forth in the Note. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note.
2. The Purchaser is purchasing the Note at par.
3. The Purchaser has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Note.
4. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
5. The Purchaser is a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”) and is able to bear the economic risks of such investment.
6. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Purchaser has made its own inquiry and analysis with respect to the Issuer, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

7. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Note and the security therefor, so that as an investor, it has been able to make its decision to purchase the Note.

8. The Purchaser understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

9. The Note is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution.

[PURCHASER]

By: \_\_\_\_\_  
[Name]  
[Title]

## TERMS CERTIFICATE

Pursuant to Title 17B, Chapter 1, Section 103 and Chapter 2a, Part 9, Utah Code Annotated 1953, as amended, and applicable provisions of Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the “Act”), and the authority delegated in the resolution adopted by the Board of Trustees (the “Board”) of the Unified Fire Service Area, Utah (the “Service Area”) on February 18, 2020 (the “Resolution”), authorizing the issuance and sale of the Service Area’s Tax and Revenue Anticipation Note, Series 2020 (the “Note”), the undersigned Designated Officers hereby approve the following terms of the Note and related matters as delegated to the undersigned by the Resolution:

1. The final principal amount of [\$\_\_\_\_\_] for the Note;
2. The interest rate on the Note is \_\_\_\_\_% per annum; provided, however, that in the event that the Service Area fails to timely pay interest or principal on the Note when due, interest on the Note shall accrue at \_\_\_\_\_% per annum.
3. The Note and the interest thereon shall be due and payable on December \_\_\_\_\_, 2020;
4. [\_\_\_\_\_] (the “Purchaser”) is hereby selected as purchaser of the Note;
5. The sale of the Note to the Purchaser is confirmed and the aggregate price to be paid by the Purchaser for the Note shall be [\$\_\_\_\_\_] (representing the par amount of the Note);
6. The Note is subject to optional redemption at any time upon thirty days advance written notice; and
7. It is intended that interest on the Note will be excludable from federal income tax of the owners thereof.

All capitalized terms used, but not defined herein, shall have the meanings assigned by the Resolution unless the context hereof requires otherwise.

IN WITNESS WHEREOF, we have hereunto subscribed our official signatures on behalf of the Unified Fire Service Area, Utah, this March \_\_\_\_\_, 2020.

UNIFIED FIRE SERVICE AREA, UTAH

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Chair/Designated Officer

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Chief Financial Officer/Designated Officer

ATTEST AND COUNTERSIGN:

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Clerk

## Funding Strategies for Fire Station Construction and Operational Increases

Decision 1: What type of bond should UFSA issue for construction of 7 stations?

6 stations for 6 person and 1 10 person. Total estimate \$34,000,000

	<u>G.O. Bond (Election)</u>	<u>Lease Revenue (Board Resolution)</u>
Pros:	Voters approve bond	Flexibility in mixing construction with operations increases
	Dedicated property tax stream for duration of the bond	Flexibility in pace of construction
	November 2020 is a presidential election	No upfront election required
	Bond Issuance costs	One message for the public
	Interest rate	Can begin construction sooner
Cons:	Election can be difficult, vote may fail but need for stations is still there	Reaching UFSA's maximum tax rate and Truth in Taxation
	Future tax increases for operational expenses may cause confusion	Interest rate
	November 2020 is a presidential election	Bond Issuance costs
	Can't move forward with construction until after election	Capitalized interest requires more debt
	Requires 2 messages to the public	Buildings pledged as security
	Not every community will receive a benefit	20% of registered voters can force an election through a petition

Decision 2: Timing of station construction, staffing of new station, and needed operational adjustments

- Fund construction of only 112 and make a plan for remaining 6 station and staffing.
- Fund construction of all 7 stations, staffing for 3 stations, and any needed operational adjustments.
- Fund in Phases:
  - Phase I: Fund Construction of 3 stations (112, 125, 103), the staffing for station 120, along with any needed operational adjustments.
  - Phase II: Fund construction of 4 stations (102, 128, 251, 253), the staffing for 128 and 253, along with any needed operational adjustments.

# Unified Fire Service Area, Utah

## Tax Impact Summary

	GO Bonds	LBA Bonds
Par	\$ 27,575,000	\$ 30,360,000
Proceeds	\$ 34,000,000	\$ 34,000,000
AIC	2.590%	2.951%
Avg Annual Net DS	\$ 2,180,819	\$ 2,284,331
Total Net P+I	\$ 44,305,750	\$ 48,412,625
Cap I	\$ -	\$ 2,740,207

### Tax Impact Summary (General Obligation Bonds Scenario)

	2020 GO Levy	2016 LRB Levy	Total Levy
2019 Collected Taxable Valuation	\$ 25,407,790,138	\$ 25,407,790,138	\$ 25,407,790,138
Maximum Debt Service	\$ 2,183,250	\$ 2,595,500	\$ 4,778,750
Tax Rate Levy on Max Debt Service	0.000086	0.000102	0.000188
Annual Impact on \$100,000 FMV Home	\$ 4.73	\$ 5.62	\$ 10.34
Monthly Impact on \$100,000 FMV Home	\$ 0.39	\$ 0.47	\$ 0.86
Annual Impact on \$100,000 FMV Business	\$ 8.59	\$ 10.22	\$ 18.81
Monthly Impact on \$100,000 FMV Business	\$ 0.72	\$ 0.85	\$ 1.57

### Tax Impact Summary (Local Building Authority Scenario)

	2020 LRB Levy	2016 LRB Levy	Total Levy
2019 Collected Taxable Valuation	\$ 25,407,790,138	\$ 25,407,790,138	\$ 25,407,790,138
Maximum Debt Service	\$ 2,403,875	\$ 2,595,500	\$ 4,998,875
Tax Rate Levy on Max Debt Service	0.000095	0.000102	0.000197
Annual Impact on \$100,000 FMV Home	\$ 5.20	\$ 5.62	\$ 10.82
Monthly Impact on \$100,000 FMV Home	\$ 0.43	\$ 0.47	\$ 0.90
Annual Impact on \$100,000 FMV Business	\$ 9.46	\$ 10.22	\$ 19.67
Monthly Impact on \$100,000 FMV Business	\$ 0.79	\$ 0.85	\$ 1.64



ZIONS PUBLIC FINANCE, INC.