

PUBLIC NOTICE is hereby given that there will be a Public Meeting held in Kaysville, Utah of the:

**Military Installation Development Authority**

August 6, 2013

9:00 a.m.

Roy Simmons Entrepreneurial Building

450 Simmons Way

Kaysville, Utah

**MIDA Board Agenda**

1. Welcome
2. Approval of minutes for June 4, 2013
3. Consideration of Resolution 13-06 Supporting 2014 Energy Tax Amendment
4. Consideration of Resolution 13-07 Approving an Interlocal Cooperation Agreement with the North Davis Fire District to provide Fire Department Related Services for the Falcon Hill Project Area
5. Consideration of Resolution 13-08 Approving an Interlocal Cooperation Agreement with the North Davis Sewer District to provide Sewer Treatment Services to MIDA for the Falcon Hill Project Area
6. Consideration of Resolution 13-09 Approving an Agreement with the Weber Basin Water Conservancy District to Provide Wholesale Water to MIDA for the Falcon Hill Project Area
7. Consideration of Resolution 13-10 Approving an Agreement with United States Government to Provide Fire Flow Emergency Service for the Falcon Hill Project Area
8. Consideration of Resolution 13-11 Approving an Agreement with the Governor's Office of Economic Development for \$2.3 Million to Assist the Air Force in Acquiring Office Space in Building 1580 in the Falcon Hill Project Area
9. Consideration of Resolution 13-12 Appointing Michael Eggett to the Falcon Hill Development Review Committee
10. Other Business, including project area updates: HAFB/Community Partnership Exec. Committee
11. The next regular meeting — The September 3, 2013 meeting will probably be cancelled. The next meeting is Tuesday, Oct 1, 2013 at 9:00 am.

**NOTICES**

The Military Installation Development Authority does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. If you are planning to attend this meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the Authority eight or more hours in advance of the meeting and we will try to provide assistance. Please contact the Authority at the above address or telephone numbers (801) 593-2241.

Authority Board Members may participate in the meeting *via* telephonic communication. If a Board Member does participate *via* telephonic communication, the Board Member will be on speaker phone. The speaker phone will be amplified so that the other Board Members and all other persons present in the Board Meeting will be able to hear all discussions. In the event of an absence of a majority quorum, agenda items will be continued to the next regularly scheduled meeting. By motion of a member of the Authority Board, the Board may vote to hold a closed meeting for any of the purposes allowed by law, Utah Code §§ 52-4-204, 52-4-205, 52-4-206.

Posted before 5 August 2013 at 9:00 a.m. a copy of the above was posted in conspicuous view in the front foyer of the Davis Business Alliance Building, Kaysville, Utah. A copy of this was placed on the Utah State Webpage.

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Detlef Galke, on behalf of the  
Military Installation Development Authority

# MILITARY INSTALLATION DEVELOPMENT AUTHORITY

## RESOLUTION 2013-06

### A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) EXPRESSING SUPPORT FOR AN AMENDMENT TO MIDA’S POWER TO LEVY THE MIDA ENERGY TAX IN THE UTAH DATA CENTER PROJECT AREA

**WHEREAS**, in 2010 MIDA created the Utah Data Center Project Area (“Project Area”) where the federal Utah Data Center (“UDC”) is constructed; and

**WHEREAS**, in 2013, the Utah Legislature amended MIDA’s enabling laws to allow MIDA to levy an energy tax on utility providers who provide services in MIDA project areas (“MIDA Energy Tax” or “Tax”); and

**WHEREAS** prior to beginning construction of the UDC, federal officials met with certain political leaders of Utah who provided assurance that Utah would assist in keeping Utah’s power rates low by not imposing taxes on the UDC’s power usage; and

**WHEREAS**, if the Tax is levied in the UDC Project Area it would have the effect of increasing the Government’s power rates by up to 6%; and

**WHEREAS**, in MIDA’s 2013-14 fiscal year budget, MIDA did not propose imposing the MIDA Energy Tax in the UDC Project Area and has not adopted an ordinance imposing the Tax; and

**WHEREAS**, in order to honor the prior commitment on a long term basis MIDA is willing to support the attached 2014 MIDA Energy Tax Amendment;

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that the Board supports the adoption of the 2014 MIDA Energy Tax Amendment and authorizes its staff to provide the necessary resources to assist in its adoption by the Utah Legislature.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

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Stuart Adams  
Chair

Attest:

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MIDA Staff



# Military Installation Development Authority

## MIDA Board Meeting Minutes: June 4, 2013

1. Welcome:
2. Approval of minutes for May 7, 2013: Motion to approve: Mike Ostermiller, 2<sup>nd</sup> Derk Timothy, the vote was unanimous.
3. Public Hearing to Consider Amended Budget for Fiscal Year 2012-13: Motion to consider the amended 2012-2013 Budget: Joe Ritchie, 2<sup>nd</sup> Gary Harter, the vote was unanimous.
4. Public Hearing to Consider Budget for Fiscal Year 2013-14: Motion to consider the 2013-2014 budget: Joe Ritchie, 2<sup>nd</sup> Gary Harter, the vote was unanimous
5. Consideration of Resolution 13-02 Approving the Amended Budget for Fiscal Year 2012-13. MIDA is required to hold a public hearing, provide notice of this hearing by publishing at least one notice *in* a newspaper of general circulation within the authority boundaries one week before the public hearing, and make the proposed budget amendment available for public inspection at least three days before the date of the public hearing: Motion to approve Resolution 13-02: Derk Timothy, 2<sup>nd</sup> Joe Ritchie, the vote was unanimous.
6. Consideration of Resolution 13-03 Approving the Budget for Fiscal Year 2013-14: Prior to June 22 MIDA is required to adopt an annual budget of revenues and expenditures for a fiscal year, starting July 1 and ending June 30 of the following year: Motion to approve Resolution 13-03: Derk Timothy, 2<sup>nd</sup> Joe Ritchie, the vote was unanimous.
7. Consideration of Resolution 13-04 A Resolution approving an Interlocal Cooperation Agreement with Clearfield City for the provision of Municipal Services in the Falcon Hill Project Area ("Project Area") created by MIDA ("Agreement"): Motion to approve Resolution 13-04: Mike Ostermiller, 2<sup>nd</sup> Derk Timothy, Mayor Don Wood abstained and the vote was unanimous from those voting.  
  
Consideration of Resolution 13-05 Authorizing The execution and delivery of an Amendment of Indenture and Related Matters. Pursuant to Section 8.1 of the Indenture, the Indenture can be modified or amended upon consent of the owner of the outstanding bonds; and the Authority and the Trustee with the consent of 100% of the Owners of the Series 2011 Bonds, desire to make certain amendments to the Indenture: Motion to approve Resolution 13-05: Derk Timothy, 2<sup>nd</sup> Joe Ritchie, the vote was unanimous.
8. The next regular meeting— Tuesday, July 2, 2013, at 9:00 am
9. Motion to adjourn: Joe Ritchie, the vote was unanimous.
10. Those in Attendance: Rick Mayfield, Mike Ostermiller, Gary Harter, Stuart Adams, Joe Ritchie, Derk Timothy, Paul Morris, Ron Richins, Detlef Galke, Cory Shupe, Shannon Rudd, Mark Holt, David Williamsen, Gary Stewart, Reid Dickson, Arthur Woodbury, Barbara Woodbury, Travis Lish.  
Call In: Don Wood

## MIDA ENERGY TAX AMENDMENT

### 63H-1-204. MIDA energy tax.

(1) By ordinance, an authority board may levy a MIDA energy tax, within a project area, on an energy supplier as defined in Section 10-1-303.

(2) The maximum rate of the MIDA energy tax is 6% of the delivered value as defined in Section 10-1-303, except that delivered value does not include the amount of a tax paid under this section.

(3) (a) An energy supplier may recover an amount equal to the MIDA energy tax from its customers, if the energy supplier includes the amount as a separate billing line item.

(b) The MIDA energy tax levied under this section is in addition to the rate approved by the Public Service Commission and charged to the customer.

(4) If the authority has levied a municipal energy tax in the project area, the MIDA energy tax paid by a customer is reduced by any municipal energy tax paid by that customer on the same delivered value.

(5) (a) The MIDA energy tax is payable by the energy supplier to MIDA on a monthly basis as described by the ordinance levying the tax.

(b) The ordinance shall allow the energy supplier to retain 1% of the tax remittance each month to offset the energy supplier's costs of collecting and remitting the tax.

(6) (a) Except as provided in subsection (b), the authority may not levy the MIDA energy tax in a project area in which construction on a federally owned data center began prior to January 1, 2012.

(b) The MIDA energy tax may be levied if the managers of the federally owned data center provide written notice of its consent to the levy. This written consent shall specify:

(i) the percentage of the levy or dollar amount to be raised; and

(ii) the agreed uses of the funds generated from the levy.

# MILITARY INSTALLATION DEVELOPMENT AUTHORITY

## RESOLUTION 2013-07

### A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE NORTH DAVIS FIRE DISTRICT FOR THE PROVISION OF FIRE PROTECTION AND RELATED SERVICES IN THE FALCON HILL PROJECT AREA CREATED BY MIDA

**WHEREAS**, the North Davis Fire District (“District”) and MIDA have negotiated an interlocal cooperation agreement dated as of July 1, 2013 for the provision of certain fire protection and related services in the Falcon Hill Project Area (“Project Area”) created by MIDA (“Agreement”); and

**WHEREAS**, pursuant to Chapter 13, Title 11 Utah Code Annotated 1953, as amended (“Interlocal Act”) the Agreement must be approved by the MIDA Board; this Resolution must set forth the effective date of the Agreement; and, a duly executed copy of the Agreement must be filed with the MIDA staff who keep the records; and

**WHEREAS**, as required by the Interlocal Act, the Agreement was submitted to an attorney authorized to represent MIDA for review as to proper form and compliance with applicable law; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that the Agreement is hereby approved and the Executive Director is authorized to execute the same on its behalf; the effective date of the Agreement is July 1, 2013, as provided in Section 4 of the Agreement; and, a copy of the Agreement, executed by both parties, shall be filed in the office of the record keeper for MIDA.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

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Stuart Adams  
Chair

Attest:

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MIDA Staff

**AGREEMENT**  
**between**  
**NORTH DAVIS FIRE DISTRICT**  
**and**  
**MILITARY INSTALLATION DEVELOPMENT AUTHORITY**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into as of July 1, 2013 by and between NORTH DAVIS FIRE DISTRICT (“District”), a Special Service District of the State of Utah, and the MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”), an independent, nonprofit, separate body corporate and politic of the State of Utah. The District and MIDA are sometimes referred to collectively as the “Parties,” and either may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code Annotated 1953, as amended (“MIDA Act”), MIDA created the Falcon Hill Project Area; and

WHEREAS, pursuant to the MIDA Act, MIDA exercises “exclusive police power within a project area” but may “enter into an agreement with a political subdivision of the state under which the political subdivision provides one or more municipal services within a project area”; and

WHEREAS, MIDA has taken jurisdiction over a new road that enters into Hill Air Force Base at the Clearfield exit from I-15 and certain property in the vicinity of the road, as more particularly shown in Exhibit A, attached and incorporated herein (“Service Area”);

WHEREAS, the District is willing to provide fire protection and related services including emergency medical and ambulance services (as more fully described in Section 1 hereof) to MIDA in the Service Area on an as needed basis at the rates shown in Exhibit B, attached and incorporated herein (“Services”);

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Services.** The District will provide fire protection, emergency rescue medical services, fire code enforcement, and development plan review services to the Service Area when requested by MIDA or for public safety services when dispatched to an incident in the Service Area. MIDA recognizes the District as the sole ambulance provider for the Service Area, as long as the District retains licensure for the area boundaries of the Service Area from the Utah State Bureau of EMS.

2. **Invoicing.** The District will invoice MIDA once a month for any Services provided. MIDA shall pay the invoice within 30 days of receipt of the invoice. Late payments shall incur an interest rate of 10% per annum. Service described under “Ambulance Rates” on Exhibit “B” shall

be invoiced to the recipient of those services and not to MIDA. MIDA shall not be responsible for payment of ambulance services.

3. **Courts.** Any citations issued or other criminal actions taken by the District shall be processed in the same manner and through the same courts as if the incident occurred in Clearfield City. Fines or other penalties also shall be processed as though the violation occurred in Clearfield City and MIDA shall not be invoiced for court or prosecution services.

4. **Term.** This Agreement shall run for three (3) years beginning July 1, 2013 unless earlier terminated by either Party. Either Party may terminate this Agreement by providing 90 days' written notice to the other Party.

5. **Service Area Change.** If Hill Air Force Base moves its security fence and MIDA assumes responsibility for a larger area, MIDA shall update the Service Area Exhibit A and provide written notice to the District with a new Exhibit A map which shall be attached to this Agreement.

6. **Notices.** All notices or other communications to be given pursuant to this Agreement shall be in writing and shall be effective upon personal delivery to the other Party; upon being sent by certified mail, return receipt requested, postage prepaid; or, by email with a reply that it has been received. The notice shall be sent to:

To the District:

North Davis Fire District  
Attn: Fire Chief  
381 North 3150 West  
West Point, UT 84015

With a Copy to:

KING & KING  
Attorneys at Law  
330 North Main Street  
Kaysville, Utah 84037  
felshaw.king@yahoo.com

To MIDA:

Rick Mayfield  
MIDA Executive Director  
450 Simmons Way, Suite 400  
PO Box 112  
Kaysville, UT 84037-0967  
rjmayfield@msn.com

With a Copy to:

Paul Morris  
MIDA General Counsel  
5110 S. Ivybrook Circle  
Murray, UT 84123  
morris.pault@gmail.com

Either Party may change its mailing address or email address for purposes of this Agreement by giving written notice to the other Party.

7. **Liability and Indemnification.** The Parties shall defend, indemnify and hold each other harmless, including each Parties' officers, directors, managers, employees, agents, representatives, heirs, and assigns from any and all claims, demands, liabilities, damages, costs, expenses, rights, attorneys' fees, lawsuits and actions, of whatever kind or nature ("Liability"), resulting from the District's providing of Services under this Agreement, except to the extent the

negligence or willful acts of either Parties' officers, directors, managers, employees, agents, representatives, heirs, or assigns, either causes or contributes to the Liability.

8. **Governmental Immunity.** Both Parties acknowledge they are local Governmental Entities under the Governmental Immunity Act of Utah (the "Act") and nothing in this Agreement shall be construed so as to waive any immunity, as it relates to third parties, enjoyed or bestowed upon either the District or MIDA.

9. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing and signed by both Parties.

10. **Assignment.** Neither Party may assign this Agreement without the written consent of the other Party.

11. **Disputes.** Any disagreement, dispute or claim arising out of or relating to this Agreement which cannot be settled by the Parties shall first be attempted to be settled through mediation before any Party may file an action in court.

12. **Counterparts.** This Agreement may be executed in counterparts by the District and MIDA.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.

14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, with respect to the subject matter, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered except in writing and signed by the Parties.

15. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

**NORTH DAVIS FIRE DISTRICT**

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KATHRYN MURRAY, Chair  
Administrative Control Board

ATTEST:

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MICHELLE MARSH, Clerk

Approved and reviewed as to proper form  
and compliance with applicable law:

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FELSHAW KING, Attorney for District

**MILITARY INSTALLATION  
DEVELOPMENT AUTHORITY**

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RICK MAYFIELD, Executive Director

ATTEST:

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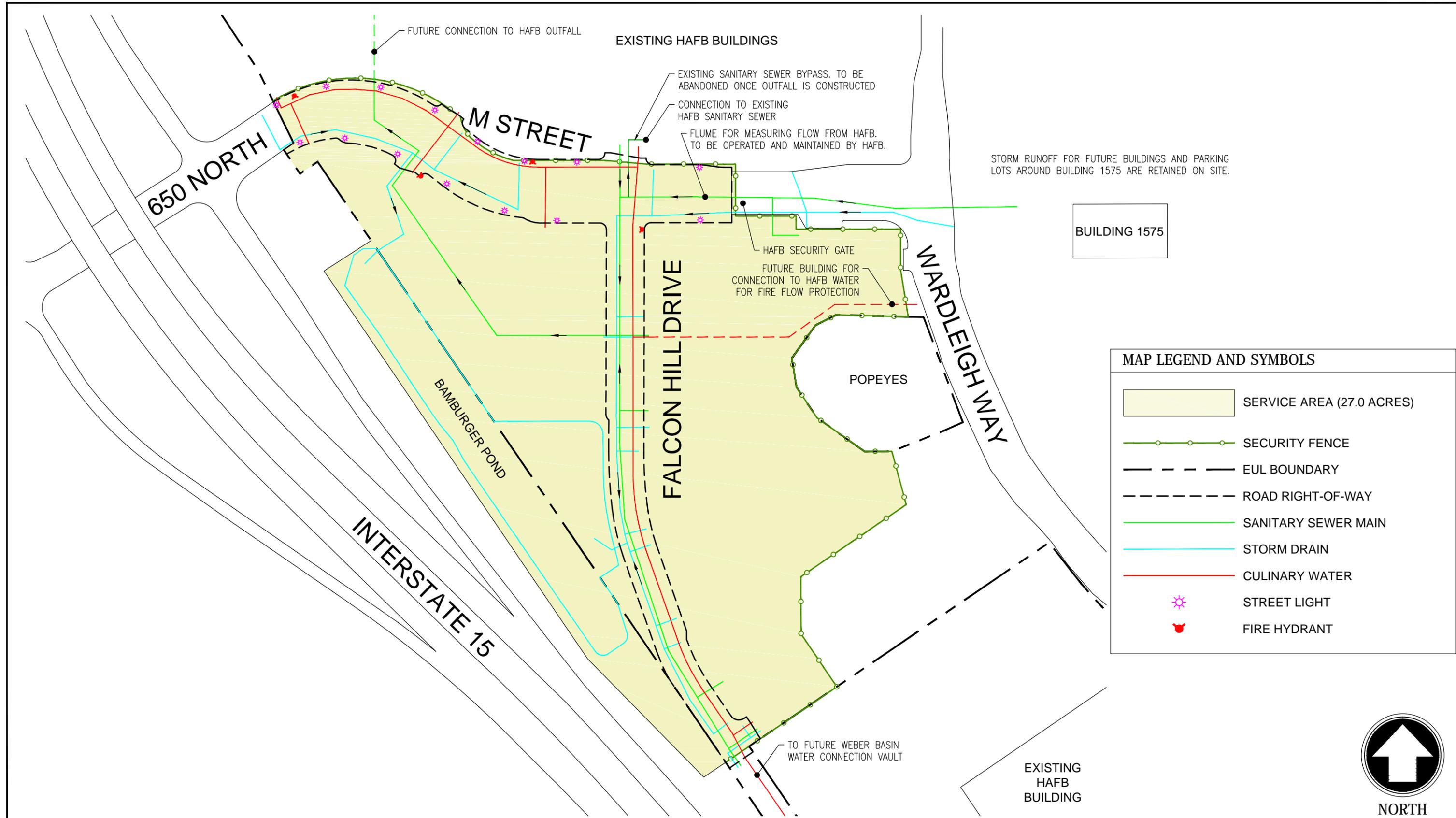
MIDA Staff

Approved and reviewed as to proper form  
and compliance with applicable law:

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PAUL MORRIS, MIDA General Counsel

**Exhibit A**  
**Service Area**



650 NORTH

M STREET

EXISTING HAFB BUILDINGS

EXISTING SANITARY SEWER BYPASS. TO BE ABANDONED ONCE OUTFALL IS CONSTRUCTED  
 CONNECTION TO EXISTING HAFB SANITARY SEWER  
 FLUME FOR MEASURING FLOW FROM HAFB. TO BE OPERATED AND MAINTAINED BY HAFB.

STORM RUNOFF FOR FUTURE BUILDINGS AND PARKING LOTS AROUND BUILDING 1575 ARE RETAINED ON SITE.

BUILDING 1575

FALCON HILL DRIVE

WARDLEIGH WAY

HAFB SECURITY GATE  
 FUTURE BUILDING FOR CONNECTION TO HAFB WATER FOR FIRE FLOW PROTECTION

POPEYES

BAMBURGER POND

INTERSTATE 15

TO FUTURE WEBER BASIN WATER CONNECTION VAULT

EXISTING HAFB BUILDING

MAP LEGEND AND SYMBOLS	
	SERVICE AREA (27.0 ACRES)
	SECURITY FENCE
	EUL BOUNDARY
	ROAD RIGHT-OF-WAY
	SANITARY SEWER MAIN
	STORM DRAIN
	CULINARY WATER
	STREET LIGHT
	FIRE HYDRANT



NORTH

PHASE 1 MIDA SERVICE AREA

**Exhibit B**  
**Services**

**MILITARY INSTALLATION DEVELOPMENT AUTHORITY**

**RESOLUTION 2013-08**

**A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE NORTH DAVIS SEWER DISTRICT FOR THE PROVISION OF SEWER TREATMENT AND RELATED SERVICES IN THE FALCON HILL PROJECT AREA CREATED BY MIDA**

**WHEREAS**, the North Davis Sewer District (“District”) and MIDA have negotiated an interlocal cooperation treatment agreement dated as of August 6, 2013 for the provision of certain sewer treatment and related services in the Falcon Hill Project Area (“Project Area”) created by MIDA (“Agreement”); and

**WHEREAS**, pursuant to Chapter 13, Title 11 Utah Code Annotated 1953, as amended (“Interlocal Act”) the Agreement must be approved by the MIDA Board; this Resolution must set forth the effective date of the Agreement; and, a duly executed copy of the Agreement must be filed with the MIDA staff who keep the records; and

**WHEREAS**, as required by the Interlocal Act, the Agreement was submitted to an attorney authorized to represent MIDA for review as to proper form and compliance with applicable law; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that the Agreement is hereby approved and the Executive Director is authorized to execute the same on its behalf; the effective date of the Agreement is August 6, 2013, as provided in beginning paragraph of the Agreement; and, a copy of the Agreement, executed by both parties, shall be filed in the office of the record keeper for MIDA.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

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Stuart Adams  
Chair

Attest:

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MIDA Staff

## TREATMENT CONTRACT

THIS TREATMENT CONTRACT (hereinafter referred to as the "Contract"), made and entered into this 6<sup>th</sup> day of August, 2013, by and between **NORTH DAVIS SEWER DISTRICT, a Utah Local District**, of 4252 West 2200 South, Syracuse City, Davis County, State of Utah (hereinafter referred to as the "District"), and **MILITARY INSTALLATION DEVELOPMENT AUTHORITY**, of 450 Simmons Way, Suite No. 400, Kaysville, Davis County, State of Utah (hereinafter referred to as "MIDA"), as follows:

### RECITALS

1. The District is a Local District organized originally in 1954 and now operating and existing in Davis and Weber Counties, State of Utah, in accordance with and pursuant to the provisions of §§ 17B-1-101 *et seq.* (known as “Limited Purpose Local Government Entities – Local Districts) and §§ 17B-2a-401 through 406 (Part 4, known as the “Improvement District Act”), Utah Code Annotated, 1953.

2. MIDA was created by an in accordance with the provisions of the “Military Installation Development Authority Act” (§§ 63H-1-101 *et seq.*, Utah Code Annotated, 1953, (the “Act”). MIDA is an independent, separate body corporate and politic and a political subdivision of the State of Utah. MIDA created the Falcon Hill Project Area pursuant to the Act (“Falcon Hill”).

3. The District owns and operates a system for the collection, treatment and disposition of sewage (the "System") which System is operated for the benefit of municipal corporations and entities and the residents and inhabitants within the boundaries of the District, including some of the area within the boundaries of Falcon Hill.

4. Falcon Hill is within Hill Air Force Base ("Hill AFB"). A portion of Falcon Hill is "outside the fence" and is described in Exhibit "A," attached hereto and made a part hereof (the "Property").

5. MIDA has the authority to provide for development within the Property and to exercise exclusive police power within the Property to the same extent as though MIDA were a municipality, including the authority to enter into an agreement with the District to provide sewer services to the Property.

6. The parties acknowledge and agree that this Contract applies only to the Property and does not apply to any Hill AFB property that is "inside the fence."

7. MIDA now owns or will own or lease or otherwise have access to and operate sanitary sewer system facilities for the purpose of collecting sewage from development within the Property (the "Facilities"), but MIDA does not have the capability to treat and dispose of the sewage so collected and desires to connect its aforesaid Facilities to the System of the District and to enter into the Contract as provided herein pursuant to the terms of which such MIDA sewage shall be treated and disposed of by the District through operation of its System.

8. To the extent that its provisions are pertinent, this Contract is entered into and is subject to the Interlocal Cooperation Act, §§ 11-13-1 *et seq.*, Utah Code Annotated, 1953.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto do hereby mutually agree, covenant and contract as follows, to wit:

## **TREATMENT CONTRACT**

### **Section One: INCORPORATION OF RECITALS**

All of the above and foregoing Recitals are incorporated into and made a part of this Contract.

### **Section Two: TREATMENT PROVISIONS**

The District will, to the extent that its System permits, continually hold itself ready and able to treat and dispose of sewage turned into the District's System emanating from the Property in accordance with District Ordinances, Rules and Regulations and in the manner provided herein and the District will accept, treat and dispose of such sewage according to the terms hereof. The District further agrees to use its best efforts in maintaining and operating its System for providing the services referred to herein in an effective and efficient manner.

### **Section Three: CONNECTIONS BY MIDA**

MIDA agrees that it will promptly do whatever may be necessary to connect its Facilities, including any existing or future development on the Property, with the System of the District. Such connections to be made at a point on the System acceptable to MIDA and the District. Both parties acknowledge that for some development on the Property the connection may be made within Hill AFB “inside the fence” such that the District receives the sewer from Hill AFB. If this occurs, for purposes of payments for services, the parties will treat it as if the connection had been made directly from MIDA’s Facilities into the District’s System. MIDA further agrees that it will henceforth during the term of this Contract transmit the sewage collected by its Facilities into the System of the District for collection, treatment and disposal according to the terms hereof. MIDA further agrees to use its best efforts in maintaining and operating its Facilities in order to effectuate the terms and provisions of this Contract in an efficient and effective manner.

**Section Four: PAYMENT FOR SERVICES**

MIDA agrees to pay for the collection, treatment and disposal of sewage by the District in the District's System in accordance with the terms and provisions of the User Charge System manual heretofore adopted by the District and any subsequent amendment thereto or modified or replacement version thereof.

Any money collected by MIDA and not remitted to the District in accordance with the User Charge System manual within thirty (30) days after the end of the month for which the payment is due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of five percent (5%) above the State Treasurer's rate.

The provisions of the User Charge System manual shall apply to MIDA and to all municipalities within the District and the rates for MIDA and such municipalities shall be uniform.

MIDA agrees to impose upon its users within the Property boundaries such rates and charges for services supplied by its Facilities as will make possible the prompt payment of all expenses incurred in operating and maintaining such Facilities, including the payments due hereunder, and the prompt payment of all obligations of MIDA to the District payable from the revenues and assessments on and from such Facilities.

The District agrees that it will give to MIDA not less than sixty (60) days' advance notice of any intent to change the payment provisions of the User Charge System manual. During such sixty (60) day period MIDA may present in writing and/or by presentation to the District Board of Trustees MIDA's response to the proposed change to the User Charge System manual. Thereafter, the Board of Trustees shall take such action as it deems appropriate with respect to the proposed change.

**Section Five: MIDA REPAIR AND MAINTENANCE**

MIDA agrees that it will, during the term of this Contract, use its best efforts in maintaining and operating its Facilities, and that it will keep in force at all times during the term of this Contract an Ordinance or other rules and regulations requiring all buildings and structures on the Property used for residential, commercial, or industrial purposes, and which are within reasonable distance of an established sewer collection main as defined by State law, to be connected to such main for transmission of sewage to the System. As provided in Section Three, some connections may be made through Hill AFB's system.

**Section Six: COMPLIANCE WITH DISTRICT ORDINANCES**

MIDA agrees that it and all users of District services within the Property under control of MIDA will be required to comply with all ordinances, rules, regulations and policies of the District with respect to the fees, services, operation and maintenance of the District's System as a condition of using the System of the District.

**Section Seven: DURATION**

This Contract shall continue in full force and effect until the earliest to occur of:

- (a) Midnight on December 31, 2062;
- (b) Five years after the District has fully paid or otherwise discharged all of its bonded indebtedness.
- (c) Five years after the District has abandoned, decommissioned, or conveyed or transferred all of its interest in its facilities and improvements;
- (d) Five years after the System of the District is no longer useful in providing the service or benefit of the System, as determined under the Contract governing the sale of the service or benefit.

or

(e) Until such time as the United States Government exercises its right to assume control of all or part of the Property and chooses not to use MIDA's Facilities.

Upon written request of MIDA, this Contract may be reviewed every five years for the purpose of addressing any service issues.

**Section Eight: ENFORCEMENT**

The parties are hereby granted the right to bring such suits and to institute such litigation as may be necessary to require the full performance of all the agreements herein contained and all duties devolving on them under the provisions hereof, which suits may, but without limitation, include suits for mandamus or injunction.

**Section Nine: FORCE MAJEURE**

In case by reason of *force majeure*, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then each such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligations of the party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove and overcome such inability with all reasonable dispatch. The term "*force majeure*" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Utah, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery or collection lines, partial or complete inability of MIDA to discharge sewage into the System or of the District to treat and dispose of such sewage on account of any other causes not reasonably within the control of the party claiming such inability.

**Section Ten: ARBITRATION OF DISPUTES**

In the case of dispute between the parties hereto with respect to the amount of any payment or payments due by MIDA to the District hereunder, or any other matter, if agreement cannot be reached within thirty (30) calendar days after negotiations have been commenced, such dispute may be submitted to mediation in accordance with the “Utah Uniform Mediation Act,” §§ 78B-10-101 *et seq.*, Utah Code Annotated, 1953. If mediation has been initiated, no such dispute shall be litigated unless the mediation process has failed or has been completed.

**Section Eleven: MAINTENANCE OF RECORDS**

The parties agree that they will keep and maintain, separate and apart from all other records and accounts, complete records and accounts pertaining to the operation of their System and Facilities, respectively, including, but not limited to, the numbers and types of premises connected thereto, and the amounts billed to the owners or occupants of all such premises for sewer service and fees rendered by the District through MIDA, and that such records shall be open to inspection by each other, and their officials, attorneys and accountants at all reasonable times.

**Section Twelve: RELIANCE ON CONTRACT FOR PAYMENT OF BONDS**

It is recognized by the parties hereto that the holders from time to time of bonds of the District are dependent in large part for the payment of their bonds on the revenues to be derived by the District from payments to be made to the District by MIDA under this Contract and under contracts entered into by the District with other municipal corporations

and entities. For these and other reasons, time is of the essence in connection with payments to be made by MIDA to the District.

**Section Thirteen: NOTICES**

Any notices desired to be served hereunder by MIDA on the District shall be regarded as effectively delivered if mailed to the District, addressed to it at its offices at the above address, or at such changed addresses as may from time to time be given to MIDA in writing by the District; and similarly, any notices desired to be served hereunder by the District on MIDA shall be regarded as effectively delivered if mailed to MIDA at the above address or at such changed address as may from time to time be given to the District in writing by MIDA.

**Section Fourteen: COVENANTS**

The parties further covenant and agree as follows:

A. Maintenance of Rates. For users within the Property, MIDA shall establish, maintain, revise, charge and collect rates for sewer service and fees so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the MIDA's obligations to the District under this Contract, to pay all other operating expenses of the MIDA's Facilities and to provide revenues sufficient to enable MIDA to keep its Facilities in good working order, and to pay all obligations of MIDA payable from, or constituting a charge or lien on, the revenues of its Facilities and, to the extent being paid from the revenues of its Facilities, all bonds of MIDA now or hereafter outstanding.

B. Impact Fees.

(1) Commercial and Industrial Impact Fees. The District shall compute, and MIDA collect, commercial and industrial impact fees. All responsibility and liability for the computation of the impact fee shall belong to the District.

(3) Impact Fees; Generally. In those situations where MIDA collects a District impact fee, the following provisions shall govern:

(i) The paying party shall sign a form acknowledging that payment is for a District impact fee and releasing MIDA from any claim against MIDA with respect to such impact fee. If the paying party refuses to sign the form, they shall be required to make payment directly to the District.

(ii) MIDA will make a good faith effort to collect the correct impact fee from the paying party, but will not be liable to the District for errors or mistakes.

(iii) MIDA shall be deemed only an intermediary to receive impact fee payments for the District and shall do it solely for the convenience of those paying the impact fee.

(iv) The impact fee shall be regarded as that belonging solely to the District and MIDA shall in no way be regarded as "imposing" or "collecting" such fee within the meaning of the Impact Fees Act ' § 11-36a-101 *et seq.*, Utah Code Annotated, 1953.

(v) MIDA has not done and has no duty to do, an impact fee analysis with respect to impact fees of the District. The District has in place a

procedure for any person, firm or entity to challenge or appeal the assessment or payment of District impact fees and any challenge or protest with respect to District impact fees shall be the responsibility of the District to defend and justify and not that of MIDA.

(vi) The District shall indemnify and hold MIDA harmless for any loss, expense, injury or damage to MIDA resulting from any claim against MIDA in connection with MIDA receiving payment for District impact fees, including all costs and attorney's fees incurred by MIDA in connection with any claim.

(vii) The District shall remit, to MIDA, Twenty Dollars (\$20.00) per impact fee collected, to be paid to MIDA on a monthly basis. This amount may be increased upon approval of the District Board of Trustees if MIDA shows that its costs of collection have increased substantially.

(viii) MIDA may, upon six (6) months' notice to the District, cease to collect the impact fee, by referring all further collections to the District offices in Syracuse, Utah, at the conclusion of the six (6) month period of time. MIDA may withdraw from the collection of impact fees only if two (2) other cities within the District also vote to cease collection of the impact fee.

(ix) The District may at any time assume responsibility for collecting its impact fees by giving MIDA Thirty (30) days' advance notice of its intent to do so.

C. Maintenance of Revenues. MIDA shall at all times comply with all terms, covenants and provisions of this Contract. MIDA shall promptly collect all charges due for sewer services supplied by the District and MIDA to its users as the same become due.

To the extent permitted by law, MIDA shall vigorously defend and enforce its exclusive right to provide sewer collection services within its service area.

D. Sale or Assignment. The parties shall not sell, lease, or otherwise dispose of all or substantially all of their System or Facilities, except upon one hundred twenty (120) days' prior written notice to the other party.

E. Prudent Practice. The parties shall (1) at all times operate their System and Facilities and the business thereof in an efficient manner, (2) maintain their System and Facilities in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to their System and Facilities so that at all times the business thereof shall be properly conducted.

F. Operating Expenses. MIDA represents, warrants and covenants that all payments to the District pursuant to this Contract shall constitute operating expenses of MIDA's Facilities (and shall so provide in any future ordinance or resolution authorizing borrowing by MIDA) payable as an operation and maintenance expense of and a first charge on the revenues derived from the operation of its Facilities prior to payment of any debt service payable from such revenues.

#### **Section Fifteen: LIABILITY OF PARTIES**

The District and MIDA shall assume full responsibility and liability for the maintenance and operation of their respective System and Facilities and each shall, to the extent permitted by law, indemnify and save harmless the other from all liability and expense, including attorney's fees, on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party.

**Section Sixteen: DEFAULT**

Each of the following shall constitute a "default" under this Contract:

A. Failure of MIDA to make past due payments to the District within 30 days after written notice to MIDA from the District demanding payment.

B. Failure by either Party to observe any of the covenants, agreements, or obligations on its part contained herein and failure to remedy the same for a period of sixty (60) days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given by or on behalf of the other Party.

**Section Seventeen: ATTORNEYS FEES AND COSTS**

In the event of default by either party, the defaulting party shall be responsible for payment of attorney fees, accountant's fees and all other costs, including court costs, incurred by the non-defaulting party in connection with enforcement of this Contract.

**Section Eighteen: SEVERABILITY**

If any one or more provisions of this Contract shall ever be held by a court of competent jurisdiction to be invalid or ineffective for any reason, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto, acting in each case under authority of a proper ordinance or resolution thereunto enabling, have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

MILITARY INSTALLATION  
DEVELOPMENT AUTHORITY (MIDA)

By: \_\_\_\_\_  
RICK MAYFIELD,  
Executive Director

ATTEST:

\_\_\_\_\_  
MIDA STAFF

NORTH DAVIS SEWER DISTRICT

\_\_\_\_\_  
DAVID E. TAFOYA  
Chairman, Board of Trustees

ATTEST:

\_\_\_\_\_  
KAIL J. SANFORD  
Clerk, Board of Trustees

(SEAL)

Approved as to form and  
compatibility with State Law.

Approved as to form and  
compatibility with State Law.

\_\_\_\_\_  
FELSHAW KING, Esq.  
Attorney for District

\_\_\_\_\_  
PAUL MORRIS, Esq.  
Attorney for MIDA

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me  
DAVID E. TAFOYA and KAIL J. SANFORD, who being by me duly sworn did say, each  
for himself and herself, that he, the said David E. Tafoya, is the Chairman of the Board of  
Trustees of the North Davis Sewer District, and that she, the said Kail J. Sanford, is the  
Clerk of the North Davis Sewer District, and that the within and foregoing instrument was  
signed on behalf of the said North Davis Sewer District by authority of the Board of  
Trustees of the said North Davis Sewer District and said David E. Tafoya and Kail J.  
Sanford each duly acknowledged to me that the said North Davis Sewer District executed  
the same and that the seal affixed is the seal of the said North Davis Sewer District.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:

(SEAL)

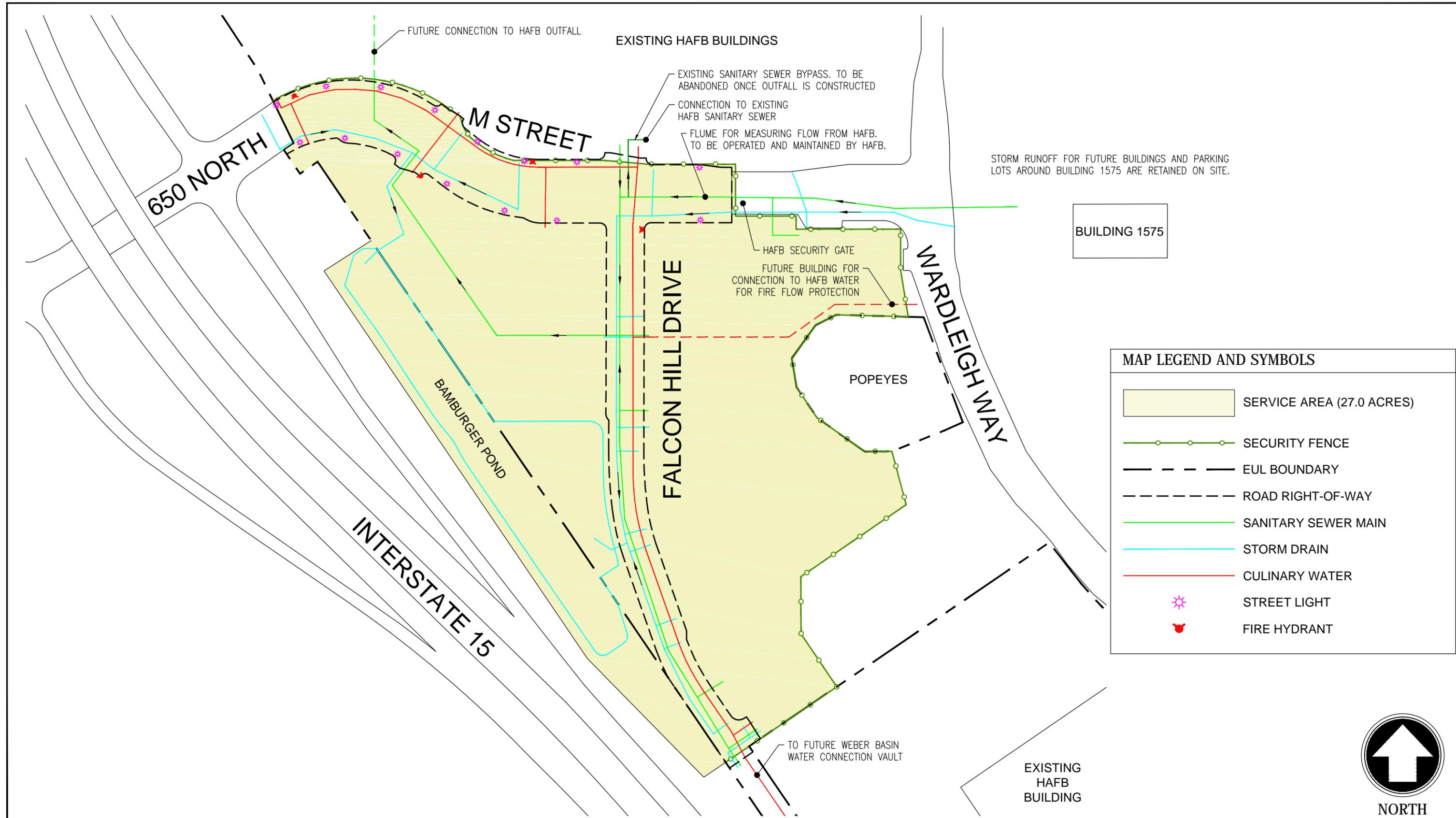
STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013 personally appeared before me RICK MAYFIELD and DETLEF GALKE, who being by me duly sworn did say, each for himself, that he, the said Rick Mayfield, is the Executive Director of the Military Installation Development Authority (MIDA), and that he, the said Detlef Galke, is the MIDA Staff Member, and that the within and foregoing instrument was signed on behalf of the said MIDA by authority of the Board of Directors of said MIDA and said Rick Mayfield and Detlef Galke each duly acknowledged to me that MIDA executed the same.

---

NOTARY PUBLIC  
Residing at:  
My Commission Expires:

(SEAL)



650 NORTH

M STREET

EXISTING HAFB BUILDINGS

EXISTING SANITARY SEWER BYPASS. TO BE ABANDONED ONCE OUTFALL IS CONSTRUCTED  
 CONNECTION TO EXISTING HAFB SANITARY SEWER  
 FLUME FOR MEASURING FLOW FROM HAFB. TO BE OPERATED AND MAINTAINED BY HAFB.

STORM RUNOFF FOR FUTURE BUILDINGS AND PARKING LOTS AROUND BUILDING 1575 ARE RETAINED ON SITE.

BUILDING 1575

HAFB SECURITY GATE  
 FUTURE BUILDING FOR CONNECTION TO HAFB WATER FOR FIRE FLOW PROTECTION

WARDLEIGH WAY

POPEYES

BAMBURGER POND

FALCON HILL DRIVE

INTERSTATE 15

TO FUTURE WEBER BASIN WATER CONNECTION VAULT

EXISTING HAFB BUILDING

MAP LEGEND AND SYMBOLS	
	SERVICE AREA (27.0 ACRES)
	SECURITY FENCE
	EUL BOUNDARY
	ROAD RIGHT-OF-WAY
	SANITARY SEWER MAIN
	STORM DRAIN
	CULINARY WATER
	STREET LIGHT
	FIRE HYDRANT



NORTH

PHASE 1 MIDA SERVICE AREA

# MILITARY INSTALLATION DEVELOPMENT AUTHORITY

## RESOLUTION 2013-09

### A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING A WATER SUPPLY AGREEMENT BETWEEN MIDA AND THE WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE FALCON HILL PROJECT AREA.

**WHEREAS**, Weber Basin Water Conservancy District (“District”) sales the use of water to public entities to be distributed and sold to customers within the entities’ jurisdiction; and

**WHEREAS**, MIDA will be providing water services to the Falcon Hill Project Area; and

**WHEREAS**, MIDA is willing to sign the District’s standard perpetual water supply agreement which provides, initially, for 5 acre-feet of water at \$354.39 per acre-feet;

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that, the Executive Director is authorized to execute the “Contract Between The Weber Basin Water Conservancy District And MIDA (Military Installation Development Authority) for the Sale of the Use of Water”.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

---

Stuart Adams  
Chair

Attest:

---

MIDA Staff

**CONTRACT BETWEEN THE WEBER BASIN WATER CONSERVANCY DISTRICT  
AND MIDA (Military Installation Development Authority)  
FOR THE SALE OF THE USE OF WATER**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the **WEBER BASIN WATER CONSERVANCY DISTRICT**, organized under the laws of the State of Utah, with its principal place of business at Davis County, Utah, herein referred to as the Conservancy District and **MIDA**, a public entity organized under the laws of the State of Utah with its principal place of business in Davis County, Utah, herein styled “MIDA”. The Conservancy District and MIDA are herein sometimes referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH, That:

WHEREAS, the Conservancy District has water available, from the Weber River and other sources for irrigation, municipal, industrial and other uses, and a portion thereof will be available for use by MIDA.

The water delivered hereunder shall meet current standards for drinking water as established by the Utah Division of Drinking Water and the United States Environmental Protection Agency effective on the date of delivery.

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

**TERMS OF PAYMENT**

1. The Conservancy District will sell to MIDA and MIDA agrees to purchase from the Conservancy District the perpetual right to use in each calendar year as hereinafter specified,

treated water for municipal purposes the amount of 5.0 acre-feet, at a place herein provided.

Payment shall be made in an annual amount to consist of the total of the following items:

(a) \$354.39 per acre-foot in 2013, for the water purchased with the following provisions:

(i) The first payment of the amounts specified in item (a) of Paragraph 1 above shall be made concurrently with the presentation of this agreement to the Conservancy District and shall be in payment for water available for use in 2013. Subsequent payments shall be made on January 20th of each year thereafter commencing January 20, 2014, and as long thereafter as any water is delivered hereunder.

(ii) A portion of this annual payment shall apply to the extent required on the Conservancy District's obligation under the Conservancy District's bonds and government loans and the remainder to apply to the Conservancy District's general operations and maintenance expenses, pumping expenses, and other special expenses and cost incurred in operating, maintaining, repairing and replacing the facilities of the Conservancy District used or required in servicing this Contract. Said price per acre-foot shall be adjusted from time to time by the Conservancy District upon determination, in its sole and absolute discretion, that such adjustment is necessary in order to allow the Conservancy District to meet its said obligations and expenses; provided, however, that an increase in such price shall become operative only at the beginning of the next calendar year. All such determinations by the Conservancy District shall be final and conclusive and binding on all parties.

The annual amount provided herein shall be paid whether or not all or any part of the water

covered hereby is called for or used by MIDA. The Conservancy District may, at its election, reduce such annual amount in any year in which for any reason the full amount is not needed by MIDA for the purposes specified.

An operation and maintenance charge notice, containing a statement of estimated cost of operation and maintenance to be paid by MIDA shall be furnished to MIDA annually on or before March 1 of the year proceeding the year to which the notice is applicable. MIDA shall pay the amounts set out in such operation and maintenance charge notice on or before January 20 of the next succeeding year.

Whenever in the opinion of the Board of Trustees of the Conservancy District the funds so advanced will be inadequate to operate and maintain the works of the Conservancy District a supplemental operation and maintenance charge notice may be given at any time stating therein the fair proportionate amount of MIDA's share of the additional funds required and MIDA shall advance such additional amount on or before the date specified in the supplemental notice.

#### SECURITY FOR PAYMENTS TO THE CONSERVANCY DISTRICT

2. MIDA shall sell water at rates sufficient to enable it to make the annual payments as provided in Article 1 hereof, and hereby grants to the Conservancy District a first lien upon the proceeds of such sale to secure the payments specified in such article. If the proceeds of water sales are not adequate to pay the annual amounts due the Conservancy District under article 1 hereof, MIDA shall annually levy such taxes and assessments as are provided by law upon the property within the boundaries of MIDA as may be required to meet such deficit.

#### REFUSAL OF WATER IN CASE OF DEFAULT

3. No water shall be delivered through District works to or for MIDA if it is in arrears in

the payment of operation and maintenance charges or other charges due the Conservancy District. The provisions of this article are not exclusive and shall not in any manner prevent the Conservancy District from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

#### PENALTY FOR DELINQUENCY

4. Every installment or charge required to be paid to the Conservancy District under this contract which shall remain unpaid after its due date shall bear interest from date of delinquency at the existing prime interest rate as of January 20 of each year.

#### OPERATION AND MAINTENANCE OF MIDA FACILITIES

5. MIDA shall operate and maintain, without cost to the Conservancy District, all of its facilities necessary to take and utilize its water, including the water purchased under this contract.

#### BENEFICIAL USE OF WATER

6. The basis, the measure, and limit of the right of MIDA to the use of District water shall rest perpetually in the beneficial application thereof and MIDA agrees to put such water to beneficial use in accordance with law.

#### POINT OF DELIVERY OF DISTRICT WATER

7. Water furnished under this contract shall be delivered and measured to MIDA at a point 7820 Arsenal, Clearfield, Davis County, Utah, or at such other point or points as may be mutually agreed upon by the parties.

Water allotted pursuant to said Contract shall be delivered to MIDA and shall be measured at such place or places as MIDA and the Conservancy District shall mutually agree at the time the water is contracted for. In the event the water is to be delivered to points other than those at which

deliveries can be made at the time of execution of this Agreement, MIDA shall construct, at its own expense, any new facilities necessary to effect such new point(s) of delivery, including without limitation any costs to connect to existing facilities. The Conservancy District will not charge MIDA any fee to connect such new facilities to existing facilities, but such new connections must be approved by the Conservancy District and constructed according to Conservancy District's design requirements. Such water shall meet minimum standards for municipal water established by the Utah Division of Drinking Water, and the United States Environmental Protection Agency. It shall not be the responsibility of the Conservancy District to provide facilities to convey water from such point of delivery to the place of use unless otherwise agreed in writing by the Conservancy District and MIDA. The Conservancy District does not guarantee pressures and is not responsible for fluctuations in pressure, whether or not caused by the failure of devices regulating pressure. MIDA shall provide sufficient storage, at its own expense, to maintain a near constant rate of flow from the Conservancy District. MIDA shall take and use water under this and all other contracts between MIDA and the Conservancy District in accordance with normal annual demand patterns not to exceed a summer daily peaking factor of 2.0, which is determined by the maximum daily flow rate divided by the average daily flow rate. The average daily flow rate is the total annual contracted water under this and all other contracts between MIDA and the Conservancy District divided by 365. If such demand pattern is exceeded, a capacity surcharge will be added to the cost of treatment and delivery. The surcharge will be calculated at 20% of the current water rate per acre foot of all contracted water multiplied by the difference between the actual daily summer peaking factor and the allowed daily summer peaking factor of 2.0. For example, if the actual daily summer peaking factor is 2.3, and the then total water rate is

\$354.39, the surcharge will be \$21.26 per acre foot (.20 x \$354.39 x [2.3 – 2.0]).

If MIDA calls for and uses over the amount of water for which it has contracted, it will be subject to the Conservancy District's overuse policy then in effect. The Conservancy District's current overuse policy, in short, dictates that if a contracting entity received more than the contracted amount, that entity must either pay a water lease fee in addition to the then current year's Conservancy District treated water rate, or must contract for additional water. This overuse policy is subject to change, from time to time, by the Conservancy District's Board of Trustees.

MIDA shall be responsible to conduct and enforce an ongoing cross-connection control program throughout MIDA. This is required so as to ensure good quality water is delivered to MIDA residences, as well as to other Conservancy District customers. The program must comply with State regulations.

#### WATER SHORTAGE

8. In the event there is a shortage of Conservancy District water caused by drought, inaccuracy in distribution not resulting from negligence, hostile diversion, prior or superior claims, or other causes not within the control of the Conservancy District, no liability shall accrue against the Conservancy District, or any of their officers, agents or employees or either of them for any damage, direct or indirect, arising therefrom and the payments to the Conservancy District provided for herein shall not be reduced because of any such shortage or damage. During periods of water shortage allocation of municipal water shall have first priority. If there should ever be any shortage of municipal water, deliveries to MIDA shall be reduced in the proportion that the number of acre-feet of such shortage as determined by the Conservancy District bears to the total number of acre-feet allocated for municipal use.

## WATER CONSERVATION

9. MIDA shall, at a minimum, take the following actions to conserve and protect water: (i) prepare and maintain a current water conservation plan which shall meet the requirements of, and any standards set forth by, the Utah Division of Water Resources; (ii) enact a water conservation rate structure for water use throughout its retail system; (iii) enact a time of day water use ordinance; (iv) enact appropriate landscape ordinances; and (v) evaluate and promote water conservation measures within its jurisdiction.

## SALE OF DISTRICT WATER LIMITED

10. MIDA agrees not to sell the use of District water purchased under this contract to any person outside the boundaries of MIDA, as now or hereafter fixed, either on a permanent or temporary basis, without the advance consent in writing of the Conservancy District.

## ACCOUNTING AND WATER SUPPLY RECORDS

11. MIDA shall maintain a standard set of books (a) to account for money received and expended as provided by law and (b) to keep and furnish suitable records of water supply and the disposition thereof.

## ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

12. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the Board of Trustees of the Conservancy District.

## WATER CONSERVANCY ACT OF UTAH

13. This contract, and any amendments thereto, shall be subject to the Water Conservancy Act of Utah, Title 73, Chapter 9, Utah Code Annotated, 1953, as amended, and the rules and

regulations of the Board of Trustees of the Conservancy District, as the same has been and may be supplemented or amended.

#### COMPLIANCE WITH FEDERAL AND STATE REGULATIONS ON POLLUTION

14. MIDA agrees that it will comply fully with all applicable Federal laws, orders and regulations, and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

#### NOTICES

15. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

Buyer: MIDA  
Attention: Rick Mayfield  
MIDA Executive Director  
450 Simmons Way, Suite 400  
PO Box 112  
Kaysville, UT 84037-0967

Seller: Weber Basin Water Conservancy District  
Attention: Tage I. Flint  
2837 East Highway 193  
Layton, Utah 84040  
Facsimile number: (801) 544-0103

16. This contract is separate and distinct from contracts between the Weber Basin Water Conservancy District and MIDA for allotments of water for municipal use as follows:

<u>Acre-feet</u>	<u>Contract Date</u>	<u>District Approved</u>
Total 0	n/a	n/a

and is for an allotment of water in excess of and in addition to contracts and orders of the Conservancy District referred to above.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

MIDA

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ATTEST:

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(SEAL)

Approved:

WEBER BASIN WATER  
CONSERVANCY DISTRICT

---

Eric B. Storey, President

ATTEST:

---

Tage I. Flint, Secretary

(SEAL)

# MILITARY INSTALLATION DEVELOPMENT AUTHORITY

## RESOLUTION 2013-10

### A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING A UTILITY SERVICE AGREEMENT WITH HILL AIR FORCE BASE (“GOVERNMENT”) FOR EMERGENCY FIREFLOW FOR THE FALCON HILL PROJECT AREA

**WHEREAS**, MIDA created the Falcon Hill Project Area and entered into a Development Agreement with the United States of America and Sunset Ridge Development Partners, dated February 26, 2009 (“Agreement”); and

**WHEREAS**, in the Agreement the United States Government, acting through the Secretary of the Air Force (“Air Force”), agreed to grant necessary easements and MIDA agreed to arrange for acceptance of infrastructure improvement dedications by governmental entities, including MIDA; and

**WHEREAS**, for development to occur in some areas of the Falcon Hill Project Area, water from an existing tank on Hill Air Force Base is needed for emergency fire flow and such service is not available from other sources;

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that the “Utility Service Agreement Falcon Hill Emergency Service Fireflow” between the Government and MIDA is hereby approved and the MIDA Executive Director is authorized to execute it.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

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Stuart Adams  
Chair

Attest:

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MIDA Staff

**UTILITY SERVICE AGREEMENT  
FALCON HILL EMERGENCY FIREFLOW**

This utility services agreement (hereinafter "Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), between HILL AIR FORCE BASE (the "Government"), and the MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA), a body politic of the State of Utah (the "Purchaser").

Whereas, pursuant to 10 U.S.C. §2667, as amended, the Government has leased land (the "Leased Premises") located on the west side of Hill AFB (commonly referred to as the Falcon Hill Aerospace Research Park) (hereinafter the "Project or Project Site" and a map of which is attached as Exhibit A) to Sunset Ridge Development Partners, L.L.C. (hereinafter the "Developer") for the construction of certain government and commercial facilities; and

Whereas, the Government, acting by and through the Secretary, by the authority of Title 10, U.S.C. §2667, and the Developer, have entered into that certain Master Development Agreement dated 14 August 2008 ("Master Agreement"), pursuant to which certain real property designated as the "Project Site" therein is planned for development through a series of long term leases; and

Whereas, the Government has entered into that certain Development Agreement dated 26 February 2009, with MIDA and the Developer ("Development Agreement"); and

Whereas, the Development Agreement obligates MIDA to assist in the development of the Project Site by obtaining utility services for the project and arranging for the acceptance of infrastructure improvements; and

Whereas, Title 10 U.S.C. §2686 authorizes the Government to sell certain utilities and services, on a reimbursable basis, to purchasers within or in the immediate vicinity of an Air Force installation; and

Whereas, the Government finds that the utility service herein described is not available to the Project from other sources and that providing such utility service to the Project is in the public interest;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration received, the parties hereto hereby agree as follows:

1. UTILITY SERVICES TO BE PROVIDED.

a. On the Effective Date, the Government shall use its best efforts to make available at the location described and depicted in Exhibit A and subject to the limitations hereinafter provided, a minimum of 720,000 gallons in Air Force Tank #5 for emergency fire response to facilities within the Project (hereinafter the "Utility Service"). The Government does not give any representations, warranties, and/or guaranties respecting the quality or quantity of the Utility Service to be provided. The Government shall not be obligated to provide a continuous supply of water but shall only make the Utility Service available in the event of a fire emergency.

b. Purchaser shall access the fire suppression water only in the event of a fire emergency and only through the connection and valve depicted in Exhibit A. The culinary water system in the Project shall not otherwise be connected to or be part of the culinary water system of the installation.

c. Purchaser shall notify the Base Civil Engineer (BCE) at 801-777-7515 within 24 hours of when the above referenced valve is activated and water taken for emergency fire response.

d. Purchaser shall notify the BCE at least 72 hours in advance of any valve or system testing and shall allow the BCE or his representative to observe the testing.

## 2. LIABILITY.

a. Except as otherwise expressly provided in this Agreement, the Purchaser shall release, indemnify, hold and save the Government and its officers, agents and employees, successors and assigns harmless from any and all liabilities, claims, actions, damages and expenses (including legal fees and costs) of any kind directly or indirectly associated with the Utility Service furnished under this Agreement, including, but not limited to, a failure to provide continuous Utility Service, curtailment of Utility Service, or termination of Utility Service.

b. The Purchaser shall not be required to indemnify the Government for liabilities, claims, actions, damages and expenses (including legal fees and costs) that are: (i) caused by the negligence or willful misconduct of the Government including any of its officers, agents or employees; or (ii) caused by circumstances occurring outside of the Leased Premises, for example a power surge, except to the extent such circumstances are caused by the Purchaser's negligence or willful misconduct.

c. Provided, however, that the Purchaser shall unconditionally and forever irrevocably release the Government and its officers, agents and employees, successors and assigns, from any and all liabilities, claims, actions, damages and expenses (including legal fees and costs) of any kind directly or indirectly caused by circumstances outside the Leased Premises except to the extent that such circumstances are caused by the negligence or willful misconduct of the Government.

d. The indemnification and release provisions shall survive the expiration or earlier termination of this Agreement.

## 3. USE OF SERVICE.

a. The Purchaser shall not, except as otherwise expressly provided in this Agreement, disrupt in any way the delivery of any utility services to, or the utility requirements of, the Government, or of any other purchaser served by the Installation's utility distribution system whether such distribution system is owned by the Government or a contractor. Except in the event of an emergency, the Purchaser shall provide the Government with thirty (30) days' prior written notice of any requested temporary interruption of utility services to the Government required for the repair, replacement or maintenance of the any distribution system servicing the Project. The Government shall work in good faith with the Purchaser to review and approve such requests for the temporary interruptions of utility services to the Government for such times and under such circumstances as are acceptable to both the Government and Purchaser. The Government shall provide reasonable access to Purchaser's facilities for maintenance and testing. The Utility Service provided by the Government shall be for the exclusive use of the Purchaser for emergency fire suppression within the Project.

b. The Government shall provide fifteen (15) days prior written notice of any planned testing or maintenance of its water system which would temporarily interrupt the Utility Service or reduce the static pressure at the fire flow structure.

c. The rates charged to the Purchaser shall be designed to recover only the costs necessary for the actual costs of the Utility Service provided to the Project, based on actual water usage for non-governmental facilities.

#### 4. SERVICE TO GOVERNMENT FACILITIES.

a. The Purchaser agrees to deliver to and use the fire suppression water for any existing or new Government facilities located within the Project. The Purchaser shall not be charged for water used for fire suppression on government buildings. The Purchaser shall, except to the extent that meters acceptable to the Government are already available for use, install a meter that meets industry standards at the point of delivery as described and depicted on Exhibit A.

b. The Purchaser shall provide this fire suppression water without charge to the Air Force to: (i) existing Government facilities located within the Project, and (ii) any additional Government facilities to be constructed within or near the Project (“New Facilities”) that can be reasonably accommodated by the Purchaser’s existing utility distribution infrastructure. If, in the Government’s reasonable determination, redelivery of the Utility Service to any New Facilities would require capital upgrades to the Purchaser’s existing utility distribution infrastructure, the Government shall make a contribution to the cost of the required capital upgrades in an amount as agreed to by the Parties.

c. Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not be required to provide the fire suppression water to any Government facilities to the extent that such wheeling violates applicable laws as determined by the Government or a court of law having valid jurisdiction over such matter.

#### 5. FACILITIES.

Unless otherwise provided in this Agreement, Purchaser shall pay for the cost of all connections to Government utility mains and conduits, and any equipment and utility-related facilities, required for access to and receipt of the fire suppression water for the Project. Purchaser shall own all of the water facilities it installs, including the fire flow control structure, and shall be responsible for their maintenance and operation.

#### 6. RATES AND PAYMENT.

a. For the utility service furnished to the Purchaser under this Agreement, the Purchaser shall pay the Government at rates in accordance with AFI 32-1061 *Providing Utilities to US Air Force Installations* (as it may be amended from time to time or any successor instruction or regulation) at the rate calculated for Non-Federal organizations. Whenever the utility rates require adjustment, the Purchaser shall be notified in writing of the new rates and the date the new rates become effective. The Government shall deliver invoices to the Purchaser within 30 days of use by the Purchaser. All invoices for the Utility Service shall be due and payable thirty (30) days after the date of said invoice.

b. All payments due under the terms of this Agreement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Practices Act of 1982, 31 U.S.C. § 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling

delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute shall be implemented as follows:

(1) The Government shall impose an interest charge, calculated in accordance with the provisions of 31 U.S.C. Section 3717. An administrative charge to cover the cost of processing and handling each late payment shall also be imposed.

(2) In addition to the charges set forth above, the Government shall impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and shall continue to accrue until the debt is paid in full.

(3) All payments received shall be applied first to any accumulated interest, administrative, and penalty charges and then to any unpaid balance. Interest shall not accrue on any administrative or late payment penalty charge.

c. Payment and/or acceptance of any late charge or interest shall not excuse, waive, or cure any default of the Purchaser under this Agreement or waive any of the Government's rights or remedies under this Agreement.

7. **METERING.** Metering for the Utility Service shall be provided as specified in Exhibit A. Unless otherwise provided in this agreement, Purchaser shall pay for all of the costs associated with the installation, maintenance, and operation of meters in connection with its use or operation of the Utility Service, including any redelivery of the Utility Services to Government facilities located outside the Project.

8. **DISPUTES.** Any dispute arising under this Agreement must be raised within the later of thirty (30) days of its occurrence or thirty (30) days from the date when, through the exercise of reasonable care, the occurrence is first discovered. Disputes not resolved by mutual agreement between the Purchaser and the BCE, shall be decided by the Installation Commander (the "Commander"). The Commander shall provide the Purchaser with a written decision of the dispute. The Commander's decision shall be final and conclusive. Pending final decision of a dispute, delivery of the Utility Service by the Government and reimbursement by the Purchaser shall continue under the terms and conditions set forth in this Agreement.

#### 9. **TERMINATION.**

a. This Agreement may be terminated by either party by providing one hundred and eighty (180) days advance written notice to the other party. However, in the event of a national or military emergency as determined by the Commander, the Government may suspend the Utility Service provided under this Agreement immediately without advance notice, to the extent and for such period as may be required by such emergency. This Agreement shall be terminated if Congress approves the closure of the Installation under the Base Closure and Realignment Act, 10 U.S.C. § 2687, P.L. 101 – 510, as amended by Public Law No. 107 -107, or any other base closure or realignment law.

b. In the event that sufficient water or water service for fire suppression through a water storage tank that provides gravity flow water with sufficient pressure becomes available from another supplier, Purchaser shall obtain the Utility Service from another supplier and except as otherwise expressly provided in this Agreement, the Purchaser shall provide written notice to the Government of the Purchaser's intent to cease obtaining the Utility Service, in whole or in part, at least three (3) months prior to its termination of such services. The Purchaser shall enter into good faith negotiations with the Government to accomplish an orderly transition to off-base providers.

c. Unless otherwise terminated by either of the parties, this Agreement shall automatically terminate, in its entirety, upon the expiration or earlier termination of the Master Agreement and all any leases within the Leased Premises.

## 10. DEFAULTS.

a. The following events shall be deemed to be defaults by the Purchaser under this Agreement (“Purchaser Default”):

i. The Purchaser’s failure to make payment within thirty (30) days of delivery of written notice from the Government that the Purchaser is forty-five (45) days or more delinquent in its payment to the Government for Utility Service.

ii. The Purchaser’s failure to comply with any provision of this Agreement, other than payment for Utility Service, where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the Government to the Purchaser. If, however, such default is not reasonably susceptible to cure within such thirty (30) day period, the Purchaser shall have such longer period as may be approved in writing in advance by the Government, which approval shall not be unreasonably withheld, to cure such default.

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b. The following events shall be deemed to be defaults by the Government under this Agreement (“Government Default”):

i. The Government’s failure to comply with any provision of this Agreement where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the Purchaser to the Government. If, however, such default is not reasonably susceptible to cure within such (30) day period, the Government shall have such longer period as may be reasonably necessary to cure such default with diligence and in good faith.

## 11. REMEDIES.

a. Upon the occurrence of any Purchaser Default, the Government shall have the option to exercise any and/or all of the following rights and remedies:

i. The Government shall have the right to rescind this Agreement and/or terminate the Utility Service provided for under this Agreement, without being liable for any claim of damages therefore. The Purchaser shall pay to the Government on demand the amount of all loss and damage that the Government may suffer because of such termination.

ii. The Government shall have the right to exercise all rights and remedies available under this Agreement, at law and in equity. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided, or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies, thereby excluding the later election of an alternate remedy. Forbearance by the Government to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The Purchaser shall pay to the Government all costs and expenses (including legal fees and costs) incurred by the Government in the enforcement of this Agreement.

b. Upon the occurrence of any Government Default, the Purchaser shall have the option to exercise any and/or all rights and remedies available at law and in equity.

12. EXHIBITS. Attached to and made a part of this Agreement are: Exhibit(s) A .

13. TRANSFER. The Purchaser shall not directly or indirectly assign, convey, sublease, sell, or otherwise transfer all or any portion of its rights or obligations under this Agreement, without the Government's prior written consent which may be given, withheld, or conditioned in the Government's sole discretion.

14. The terms of this Agreement are not intended to modify any of the terms or conditions of the Master Agreement or the Development Agreement and nothing in this Agreement implies or expresses any obligation on the part of the Government to provide any other services to the Project Area.

**IN WITNESS WHEREOF** I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2013 to be effective on the Effective Date.

HILL AFB/ 75 ABW/CC

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

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

Title: Commander, 75<sup>th</sup> Air Base Wing

Address: Bldg 1102  
Hill AFB, UT 84056-5206

Phone: (801) 777-7500

**IN WITNESS WHEREOF** I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2013 to be effective on the Effective Date.

HILL AFB / 75 CEG/CL

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

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

Title: Base Civil Engineer

Address: 517 Lahm Lane, Bldg. 593 N  
Hill AFB, UT 84056

Phone: 801-777-7515

**IN WITNESS WHEREOF** I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2013 to be effective on the Effective Date.

MILITARY INSTALLATION DEVELOPMENT AUTHORITY,  
A body politic of the State of Utah

By: \_\_\_\_\_  
(Title)

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

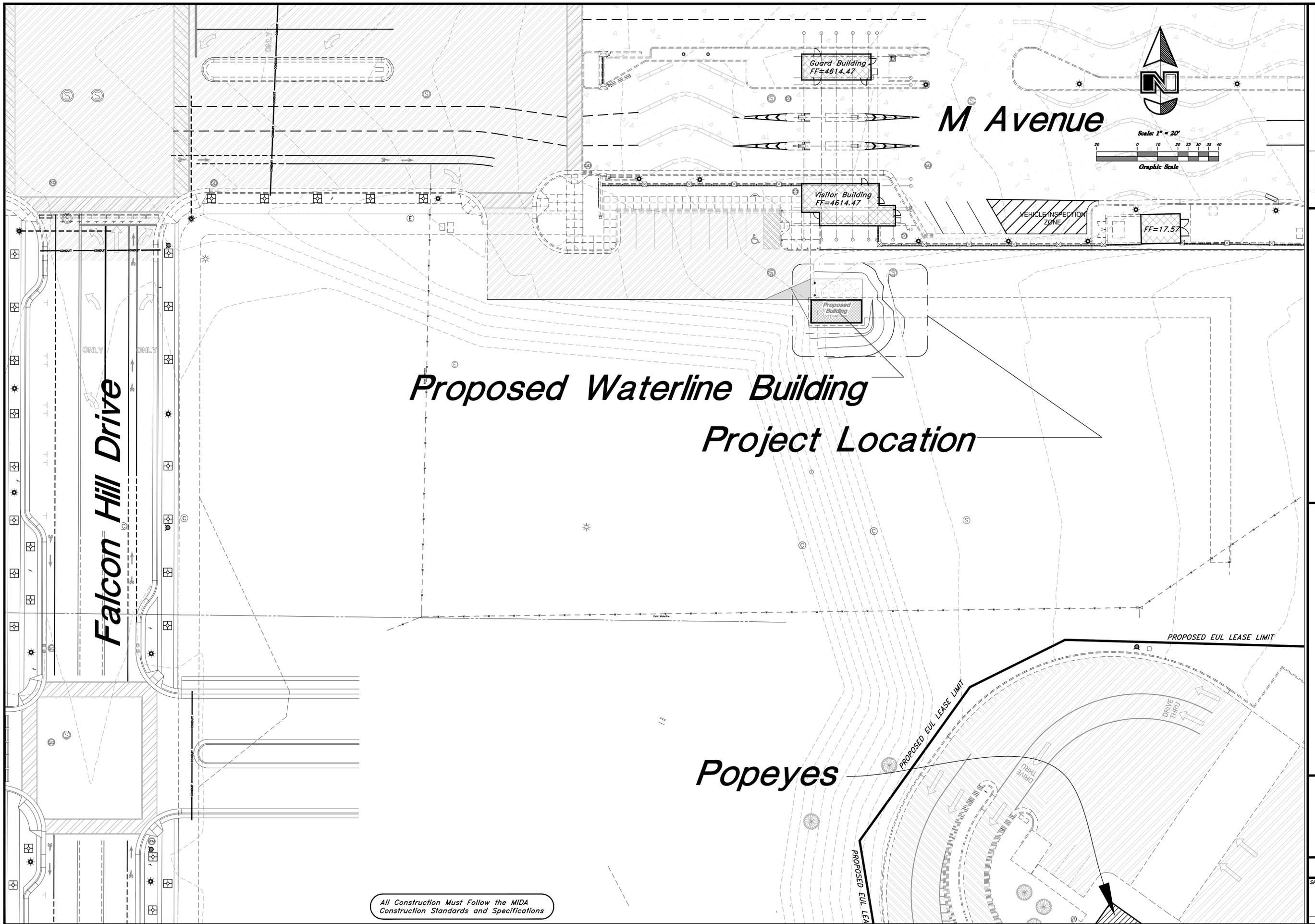
Print Name: \_\_\_\_\_

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

Address:

Phone:

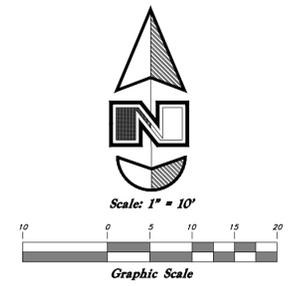
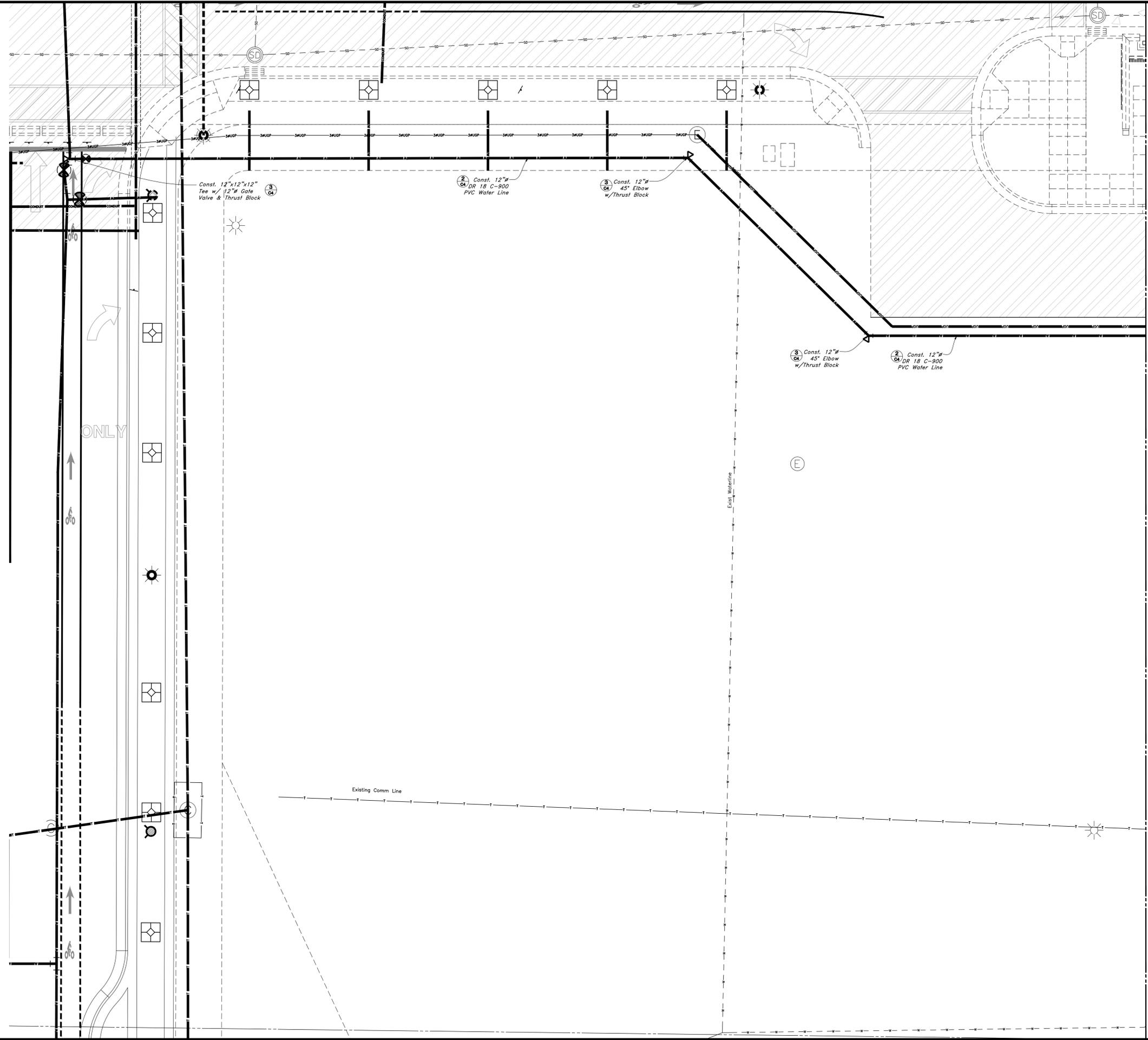
**EXHIBIT A**



**Proposed Waterline Building  
Project Location**

All Construction Must Follow the MIDA Construction Standards and Specifications

Cover Sheet Falcon Hill Fireline Connection Falcon Hill	5746 SOUTH 11475 EAST, DEDEN, UTAH 84403 MAIN (801) 394-4515, S.L.C. (801) 521-0222, FAX (801) 392-7544 WWW.GRETBASINENGINEERING.COM
11 Jul, 2013 SHEET NO.	CO 07N505



**GREAT BASIN ENGINEERING**

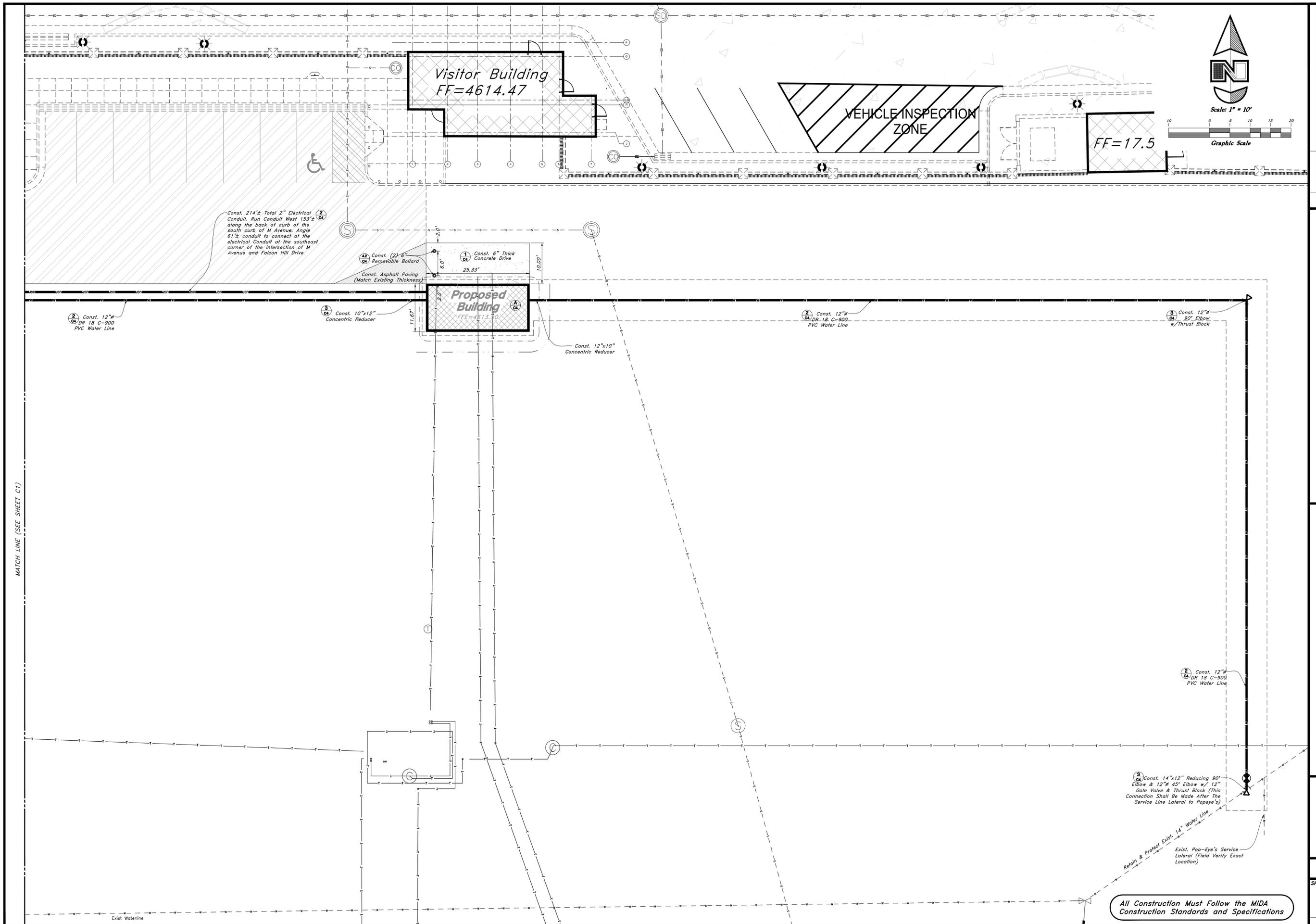
5746 SOUTH 1475 EAST, OGDEN, UTAH 84403  
 MAIN (801)394-4515, S.L.C. (801)521-0222, FAX (801)392-7544  
 WWW.GREATBASINENGINEERING.COM

**Site & Utility Plan**  
**Falcon Hill Fireline Connection**  
**Falcon Hill**

**11 Jul, 2013**

SHEET NO.  
**C1**  
 07N505

All Construction Must Follow the MIDA  
 Construction Standards and Specifications



NO.	DESCRIPTION	DATE	REV.

**GREAT BASIN ENGINEERING**



5746 SOUTH 1475 EAST, OGDEN, UTAH 84403  
 MAIN (801)394-4515, S.L.C. (801)521-0222, FAX (801)392-7544  
 WWW.GREATBASINENGINEERING.COM

**Site & Utility Plan**  
**Falcon Hill Fireline Connection**  
**Falcon Hill**

11 Jul, 2013

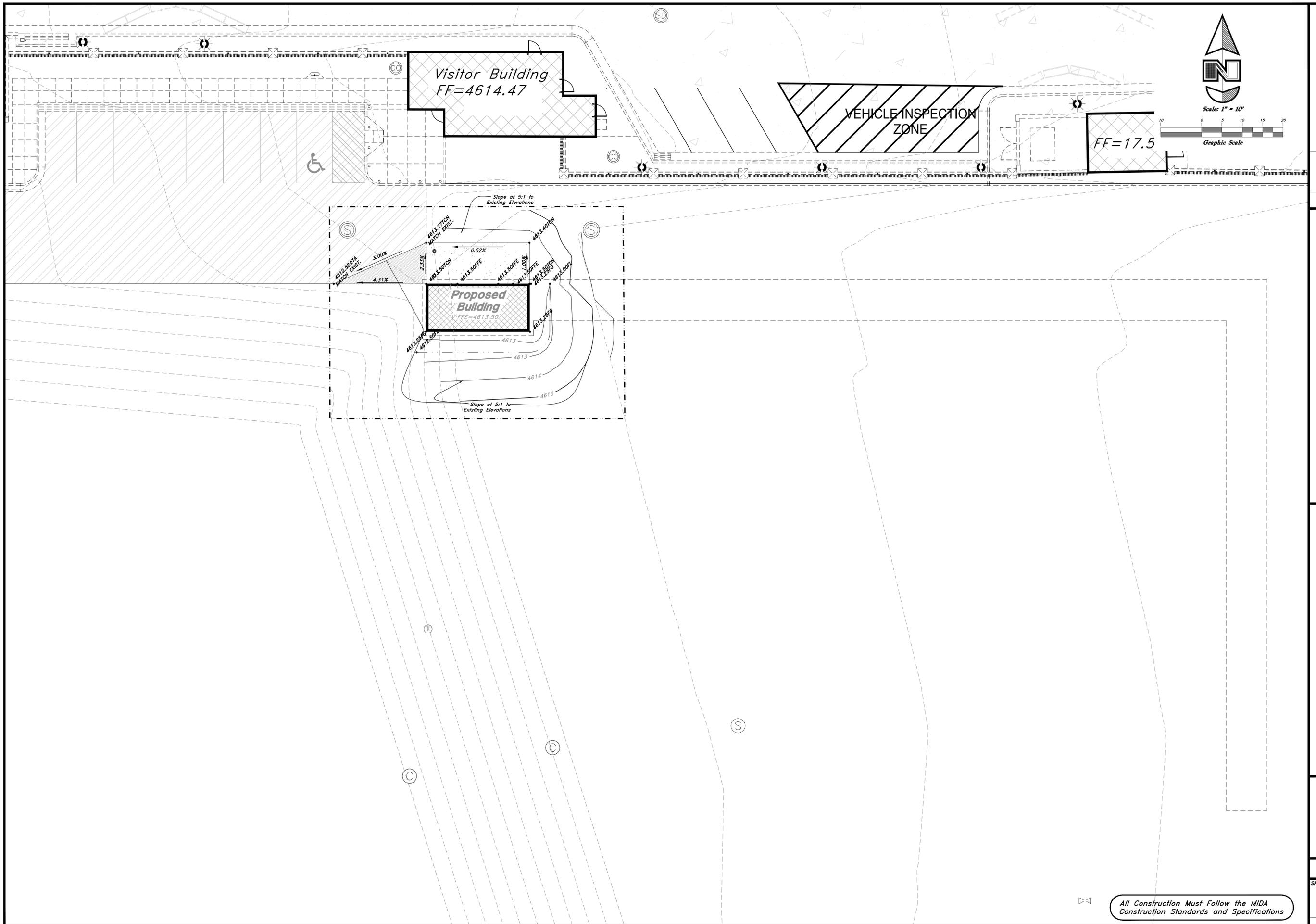
SHEET NO.

**C2**

07N505

MATCH LINE (SEE SHEET C1)

All Construction Must Follow the MIDA Construction Standards and Specifications



NO.	DESCRIPTION	DATE	REV.

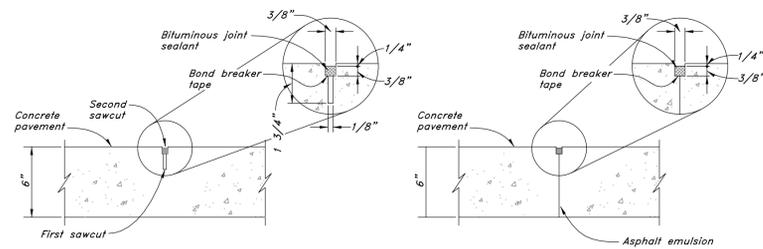
**GREAT BASIN ENGINEERING**


**GREAT BASIN ENGINEERING**  
 5746 SOUTH 1475 EAST, DENVER, UTAH 84403  
 MAIN (801) 594-4515, S.L.C. (801) 521-0222, FAX (801) 592-7544  
 WWW.GREATBASINENGINEERING.COM

**Grading Plan**  
**Falcon Hill Fireline Connection**  
**Falcon Hill**

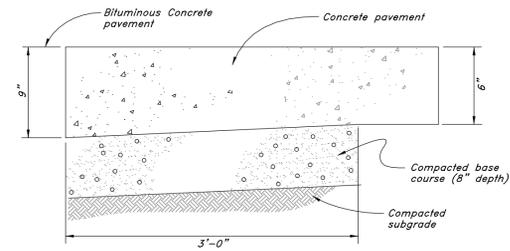
**11 Jul, 2013**  
 SHEET NO. **C3**  
07N505

All Construction Must Follow the MIDA  
 Construction Standards and Specifications

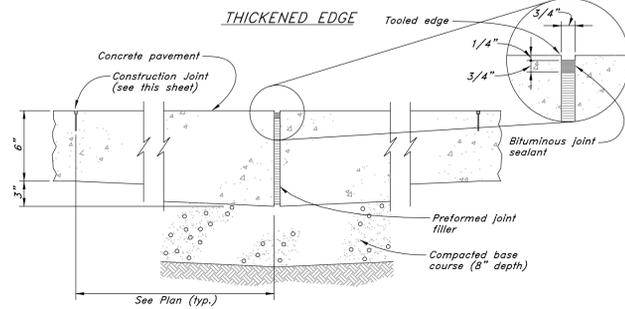


CONTRACTION JOINT

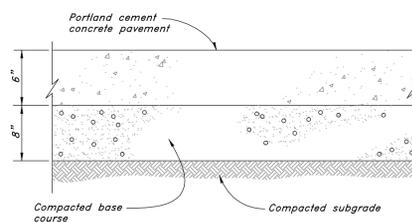
CONSTRUCTION JOINT



THICKENED EDGE

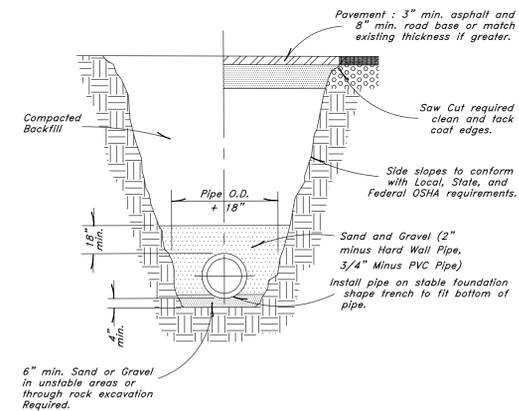


EXPANSION JOINT



CONCRETE PAVEMENT SECTION

1 Portland Cement Concrete Pavement



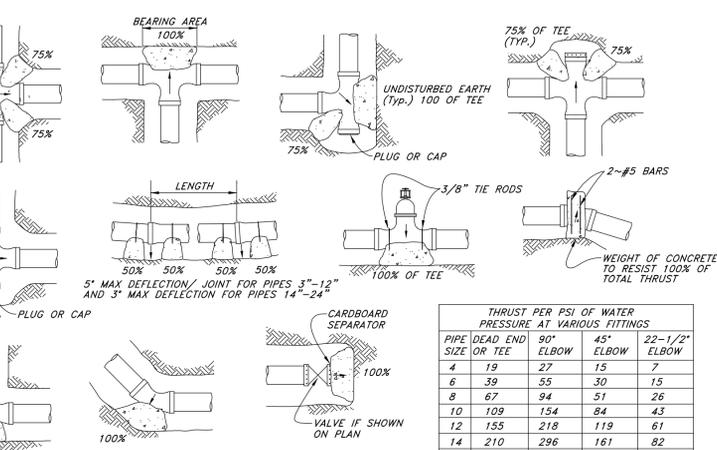
Typical Trench Detail

2

- NOTES:
- Slope floor to drain to roll up door. Minimum Slope = 1/4" x 12".
  - Minimum finished floor elevation to be at least 6 inches above exterior finished grade.
  - All piping and valving are sized according to an anticipated maximum fire flow demand rate of 2,100 gallons per minute.
  - The normal operating pressure range for the Falcon Hill water system will be 60 pounds per square inch (PSI) to 75 PSI.
  - The normal operating pressure range for the Hill Air Force Base water system is 50 PSI to 67 PSI.
  - The opening and closing functions of the pressure control deluge valve shall be hydraulically controlled. The valve shall be set to open when the pressure in the Falcon Hill water system drops to 40 PSI. The valve shall then close when the pressure in the Falcon Hill water system rises back to 50 PSI.
  - The reduced pressure zone (RPZ) double check valve assembly shall be oriented with its downstream end towards the Falcon Hill water system to prevent backflow into the Hill Air Force Base water system.

DOOR QTY	SIZE	DESCRIPTION
1	3'-0" X 6'-8"	1 Hour Fire Rated
2	10'-0" X 8'-0"	Roll-up Overhead Door

ITEM	QTY	MTL	DESCRIPTION
1	2	DI	10" FL 90° Bend
2	1	DI	10" FL Spool x 12"
3	3	DI	10" FL Gate Valve
4	1	DI	10" Double Detector Check Valve Assembly
5	3	-	Pipe Support
6	1	DI	10" x 12" FL x PE Spool w/ FL Adapter
7	1	DI	10" Magnetic Flow Fire Line Meter (Externally Powered)
8	1	DI	10" x 20" FL Spool
9	2	St. SH.	Sample Tap w/ Smooth Outlet
10	1	DI	3/4" Hose Bib



- NOTES:
- IN USING THE ABOVE TABLES, USE THE MAXIMUM INTERNAL PRESSURE ANTICIPATED (I.e. HYDROSTATIC TEST, POSSIBLE SURGE PRESSURE DUE TO PUMP SHUT OFF, ETC).
  - SEE SOILS REPORT FOR BEARING STRENGTH OF SOIL IN THE ABSENCE OF A SOILS REPORT, AN AVERAGE SOIL (SPADABLE MEDIUM CLAY) CAN BE ASSUMED TO HAVE A BEARING STRENGTH OF 2000 PSF.
  - THRUST BLOCKS ARE NOT REQUIRED ON PVC PIPE WITH SOLVENT WELDED JOINTS.

EXAMPLE:  
 8"-90° ELBOW PRESSURE= 200 lb./sq. in.  
 FROM TABLE THRUST= 94 X 200= 18,800 lb.  
 ASSUME BEARING STRENGTH OF SOIL= 2000 lb./ s.f.  
 18,800 / 2000 = 9.4 s.f. AREA OF BEARING REQUIRED.  
 FOR THRUST BLOCK

3

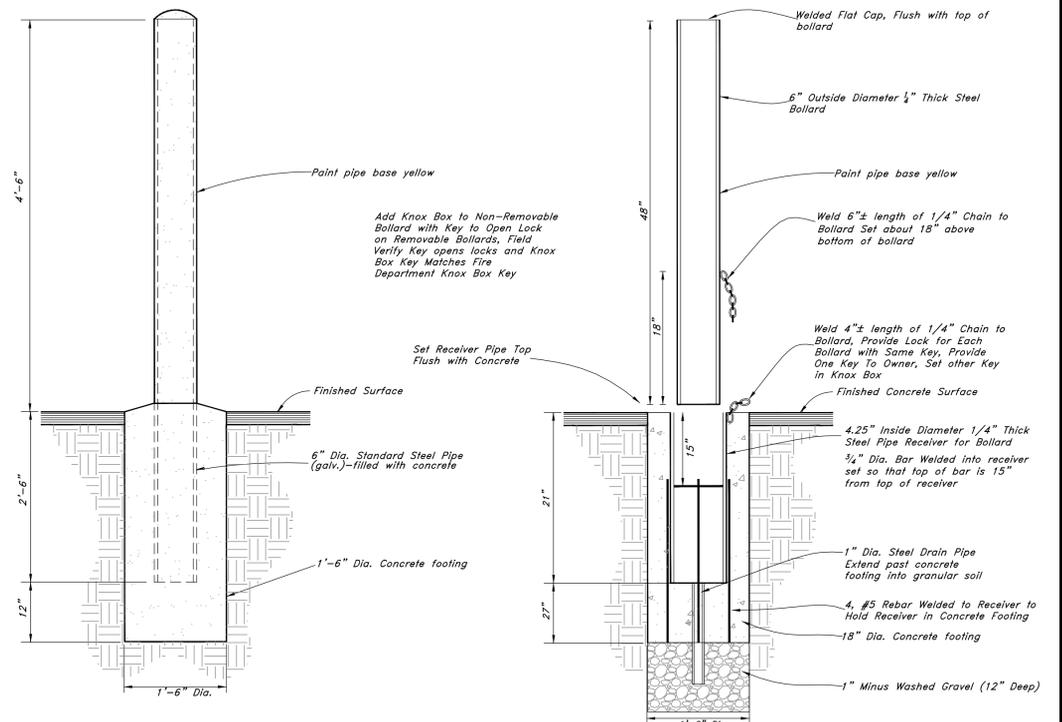
Thrust Blocking Details

PIPE SIZE	DEAD END OR TEE	90° ELBOW	45° ELBOW	22-1/2° ELBOW
4	19	27	15	7
6	39	55	30	15
8	67	94	51	26
10	109	154	84	43
12	155	218	119	61
14	210	296	161	82
16	272	383	209	106
18	351	494	269	137
20	434	611	333	169
24	623	878	478	244

PIPE SIZE	4	6	8	10	12
4	35	14	377		
6	72	16	486		
8	122	18	665		
10	197	20	790		
12	278	24	1150		

4

Bollard Details



4.1 Typical Bollard (Not Used)

4.2 Removable Bollard

4

All Construction Must Follow the MIDA Construction Standards and Specifications

11 Jul, 2013

SHEET NO.

C4

07N505

# MILITARY INSTALLATION DEVELOPMENT AUTHORITY

## RESOLUTION 2013-11

**A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING A CONTRACT WITH THE GOVERNOR’S OFFICE OF ECONOMIC DEVELOPMENT (“GOED”) WHICH PROVIDES MIDA WITH \$2.3 MILLION TO ASSIST HILL AIR FORCE BASE IN OBTAINING OFFICE SPACE IN BUILDING 1580 TO BE CONSTRUCTED IN THE FALCON HILL PROJECT AREA**

**WHEREAS**, the Utah Legislature appropriated \$2.3 million for fiscal year 2013-14 to provide operational support for MIDA’s Falcon Hill Project Area, specifically in obtaining office space in Building 1580 to be constructed in the Falcon Hill Project Area; and

**WHEREAS**, GOED is the entity through which the funding is provided;

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that the Contract between GOED and MIDA for \$2.3 million in funding for fiscal year 2013-14 is hereby approved and the Executive Director is authorized to execute it.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

---

Stuart Adams  
Chair

Attest:

---

MIDA Staff



CONTRACT NO.	
CONTRACTOR:	Military Installation Development Authority
VENDOR NO.	26-2732701
PROJECT NAME:	Operational Support
AWARD:	\$2,300,000.00
CODING:	N/A
CONTRACT ORIGINATOR:	
COMMODITY CODE:	99999

## **CONTRACT**

**Governor's Office of Economic Development**  
60 East South Temple, Salt Lake City, UT 84111

**1. PARTIES:** This contract is between the Governor's Office of Economic Development (GOED):

Referred to as STATE, and the following CONTRACTOR

MILITARY INSTALLATION DEVELOPMENT AUTHORITY  
P.O. BOX 112  
KAYSVILLE, UTAH 84037

Contact: Rick Mayfield                      Phone #: 801-593-2112                      Fax #:

**2. GENERAL PURPOSE OF CONTRACT:**

Legislative appropriation to provide operational support for the Military Installation Development Authority's Westside Development (Falcon Hill National Aerospace Research Park).

**3. CONTRACT PERIOD:** Commencing on July 1, 2013 and terminating on June 30, 2014.

**4. CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$ 2,300,000.00, pursuant to the budget attached hereto as Attachment C.

**5. ATTACHMENTS:**

- ATTACHMENT A – GENERAL TERMS AND CONDITIONS
- ATTACHMENT B – SCOPE OF WORK

**EXECUTION**

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

**CONTRACTOR**

**APPROVED:**

Military Installation Development Authority

(Jurisdiction name)

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

Rick Mayfield  
Name

Executive Director  
Military Installation Development Authority  
Title

**WITNESS**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**STATE**

**APPROVED: Governor's Office of  
Economic Development**

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

**APPROVED - DIVISION OF FINANCE**

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

Execution Date: \_\_\_\_\_

## ATTACHMENT A

### GENERAL TERMS AND CONDITIONS

1. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **PROJECT COMPLETION:** The CONTRACTOR shall complete the project described in Attachment B - Scope of Work within the contract period shown on page 1 of this Contract.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for pursuant to this Contract. These records shall be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all the records related to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
5. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent CONTRACTOR, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these Contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
6. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the negligence of the CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from the STATE's sole negligence.
7. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
8. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
9. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

10. **NONAPPROPRIATION OF FUNDS:** The CONTRACTOR acknowledges that the STATE cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the STATE is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the STATE may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the STATE upon 30 days written notice. In the case that funds are not appropriated or are reduced, the STATE will reimburse CONTRACTOR for products delivered or services performed through the date of cancellation or reduction, and the STATE will not be liable for any future commitments, penalties, or liquidated damages.
11. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Attachment B - Scope of Work must be returned to the STATE.
12. **INELIGIBLE EXPENSES:** CONTRACTOR expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR will be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other Contracts to the CONTRACTOR until the recoupment of overpayments is made.
13. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, CONTRACTOR agrees that the Contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives the STATE express permission to make copies of the Contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act.
14. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare CONTRACTOR in default of the Contract: 1. Nonperformance of contractual requirements; or, 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend CONTRACTOR from receiving future solicitations.
15. **FORCE MAJURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
16. **CONFLICT OF TERMS:** All Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1. Attachment A: General Provisions; 2. Contract Signature Page(s); 3. Attachment B: Scope of Work.
17. **ENTIRE AGREEMENT:** This Contract, including all Attachments, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
18. **AMENDMENT:** This Contract may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the CONTRACTOR, not specifically authorized by this Contract will be allowed by the STATE.
19. **ACCOUNTING REPORTS:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with the accounting reporting requirements in Utah Code Section 51-2a-201 enacted by Chapter 206, 2004 General Session.

## ATTACHMENT B – SCOPE OF WORK

### I. GENERAL PROVISIONS

The funds provided to the contractor under this agreement were appropriated by the Utah State Legislature during the 2013 General Session and will be utilized by the CONTRACTOR solely to support the Falcon Hill (formerly West Side Development) project area of the Military Installation Development Authority. Specifically the CONTRACTOR (MIDA) will use these funds in Fiscal Year 2014 to support activities directly related to the construction of a multi-tenant office building (Building 1580) by the Falcon Hill developer, Sunset Ridge Development Partnership, and ultimate occupation of portions of Building 1580 by Department of Defense personnel. It is intended that these funds will be used solely for efforts of the building and supporting infrastructure directly related to the offices and common areas for the Department of Defense personnel.

The CONTRACTOR (MIDA) shall not expend the funds until an agreement is reached between Sunset Ridge Development Partners and the Air Force or CONTRACTOR (MIDA) regarding the Department of Defense's long term occupancy of the office space in Building 1580.

The CONTRACTOR (MIDA) is authorized to retain administrative overhead, legal and other appropriate operating expenses related to this project, not to exceed \$100,000.

The CONTRACTOR (MIDA) understands and commits to the adoption of an annual budget before June 22 each year.

### II. PAYMENTS

The STATE agrees to provide the CONTRACTOR a sum of not more than **\$2,300,000.00** (Contract Amount) on the following basis:

1. Fifty percent (50.0%) of the Contract Amount, a sum not more than **\$1,650,000.00**, **payable upon execution of this contract**, shall be forwarded to the CONTRACTOR upon submission of a written request for funds signed by an authorized representative of the CONTRACTOR.
2. Fifty percent (50.0%) of the Contract Amount, a sum not more than **\$1,650,000.00**, **payable after 1 January, 2014**, shall be forwarded to the CONTRACTOR upon submission of a written request for funds signed by an authorized representative of the CONTRACTOR.

### III. REPORTS AND MONITORING

1. The CONTRACTOR shall provide the STATE with quarterly financial reports not later than ten (10) days after the end of the quarter.
2. The STATE will review all quarterly financial reports submitted by the CONTRACTOR in a timely fashion and inform the CONTRACTOR within twenty (20) days of the submission of

such reports as to their acceptability.

3. The STATE shall monitor the CONTRACTOR'S performance in providing services and facilities in accordance with the purposes of this agreement, and may conduct at least one site visit during the contract period to inspect said performance.

4. The CONTRACTOR shall provide the STATE an annual report of the accomplishments of the project during the contract period. The annual report will be submitted 90 days after the end of the fiscal year or end of the contract.

#### **IV. AUDIT**

The CONTRACTOR agrees to have conducted (at the CONTRACTOR'S expense) an independent audit. This audit will be prepared and filed with the STATE within six (6) months after the end of the fiscal year or contract period and will include an opinion as to whether the CONTRACTOR'S Expenditure Statement has been prepared in accordance with the provisions of the contract, is consistent with generally accepted accounting principles, and is in compliance with financial reporting requirements as established by the STATE.

#### **V. CONTRACT PERIOD**

1. This Contract shall commence: JULY 1, 2013.
2. This Contract shall expire: JUNE 30, 2014.
3. Payment by the STATE is subject to availability of state funds.
4. The CONTRACTOR shall notify the STATE in writing of any proposed modification to the Project which alters ATTACHEMENT B – SCOPE OF WORK and/or amount to ten percent (10.0%) or more of the total CONTRACT AMOUNT. If such notification is not received, the STATE reserves the right to disallow the cost of the proposed modification and to request return of its funds. This in no way should be construed so as to allow any surplus funds to be expended on items not related to the specifically approved project.
5. The CONTRACTOR shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedure, and fair bidding procedures.
6. If work on the project has not commenced within 90 days after having received final approval, then this contract may be canceled by written notice from the STATE to the CONTRACTOR. No work completed after receipt of the notice shall be reimbursable. The project must be completed within the specified contract period.
7. In order for the STATE to comply with its duties under Section 9-8-404 et seq., CONTRACTOR agrees that if any district, site, building, structure, or specimen that is included in or eligible for inclusion in the National Register of Historic Places or the State Register ("cultural/paleontological resources") are discovered during the project the CONTRACTOR shall stop all construction on the project which may affect or impact the cultural/paleontological resources, notify the STATE of the discovery, and not proceed without further approval of the STATE, which approval may only occur after the STATE takes into account the effects of the project on cultural/paleontological resources, which may require or result in modification of the project. The CONTRACTOR further agrees that it shall notify the Utah Division of State History of the discovery and comply with all of the requirements of the Utah Division of State History, including obtaining a permit, if necessary, prior to proceeding any further with those portions of the project which may affect or impact the cultural/paleontological resource.

# MILITARY INSTALLATION DEVELOPMENT AUTHORITY

## RESOLUTION 2013-12

### A RESOLUTION OF THE MILITARY DEVELOPMENT AUTHORITY ("MIDA") APPOINTING MICHAEL EGGETT AS RIVERDALE CITY'S REPRESENTATIVE TO THE FALCON HILL DEVELOPMENT REVIEW COMMITTEE

**WHEREAS**, on June 12, 2008 the MIDA Board created the MIDA Falcon Hill Development Review Committee ("DRC") consisting of one representative from Clearfield City, Sunset City, Roy City, Riverdale City, Davis County, Weber County, and MIDA; and

**WHEREAS**, because of a change in personnel at the city, Riverdale has proposed the appointment of Michael Eggett as its representative on the DRC;

**NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD** that Michael Eggett is appointed to the DRC as Riverdale's representative, to serve until a successor is appointed.

**PASSED AND ADOPTED** by the MIDA Board this 6<sup>th</sup> day of August, 2013.

Military Installation Development Authority

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Stuart Adams  
Chair

Attest:

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MIDA Staff