

77

**NOTICE OF IMPENDING BOUNDARY ACTION  
(Downtown East Streetcar Sewer Public Infrastructure  
District)**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of South Salt Lake City, Utah (the "Council"), acting in its capacity as the creating entity for the South Salt Lake Public Infrastructure District (the "District"), at a regular meeting of the Council, duly convened pursuant to proper notice, adopted a *Resolution Providing for the Creation of the Downtown East Streetcar Sewer Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the City Engineer and the City Attorney, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of District personnel.

**WHEREFORE**, the Mayor and Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED April 13 2022.


**SOUTH SALT LAKE CITY, UTAH,  
acting in its capacity as the creating authority for the  
Downtown East Streetcar Sewer Public Infrastructure  
District**

  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

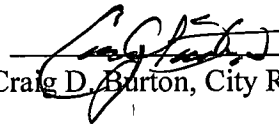
Bynum	<u>Yes</u>
Huff	<u>Yes</u>
Mila	<u>Yes</u>
Pinkney	<u>Yes</u>
Siwik	<u>Yes</u>
Thomas	<u>Yes</u>
Williams	<u>Yes</u>

ATTEST:

  
City Recorder

13996889 B: 11362 P: 6571 Total Pages: 77  
 08/08/2022 11:20 AM By: zjorgensen Fees: \$0.00  
 Rashelle Hobbs, Recorder, Salt Lake County, Utah  
 Return To: CITY OF SOUTH SALT LAKE  
 220 E MORRIS AVENUE SALT LAKE CITY, UT 84115

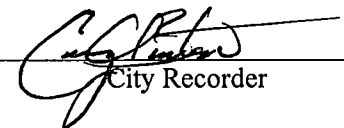
Transmitted to the Mayor's office on this 14 day of April 2022.

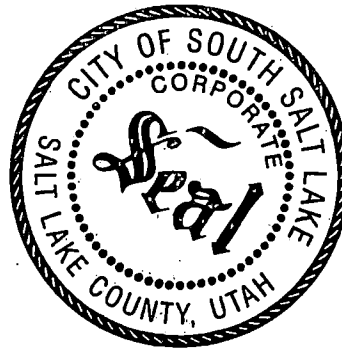
  
\_\_\_\_\_  
Craig D. Burton, City Recorder

PRESENTED TO THE MAYOR

  
\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

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



**EXHIBIT "A" TO NOTICE OF BOUNDARY ACTION**

**Copy of the Creation Resolution**

EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION

Final Local Entity Plat

~~2022-~~  
RESOLUTION NO. 05

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT AND GOVERNING DOCUMENT, BY AND BETWEEN THE DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT, A LOCAL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF UTAH (THAT WILL BE FORMED BY SOUTH SALT LAKE CITY), AND SOUTH SALT LAKE CITY, A MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF UTAH, WHICH ARE REQUIRED CONDITIONS TO THE CREATION OF THE DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT**

**WHEREAS**, pursuant to the Local District Act, Title 17B, Chapter 1, Utah Code Annotated 1953, and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, (the “Acts”) certain Petitioners have requested the City to create the Downtown East Streetcar Sewer Public Infrastructure District (“District”) to assist in the financing, construction, and dedication to the City of a new public sewer line, holding tank, and pump station to service and benefit the properties within the newly formed District (the “Public Improvements”);

**WHEREAS**, pursuant to the Acts, the City must establish a governing document, that will be executed as an exhibit to an interlocal agreement that will be signed by both entities and recorded with the County Recorder once the District is formed;

**WHEREAS**, once formed, the District shall include all parcels identified in Exhibit A, and incorporated herein by this reference;

**WHEREAS**, the Petitioners include 100% of the surface owners of all real property within the District and will be represented by specific named individuals on an 11 member District board;

**WHEREAS**, each of the Petitioners, through professional representation, have participated in negotiations with the City as to the terms of the Governing Document that must be authorized prior to creation of the District;

**WHEREAS**, the Governing Document includes a description of an Annexation Area into which the District may be expanded upon the consent of 100% of the annexing property owners;

**WHEREAS**, each of the Petitioners, as promoters of the District, consent to the terms and conditions of the Governing Document attached hereto as Exhibit B; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, the City Council desires to authorize the Mayor to execute the Governing Document as a condition of creating the District.

NOW, THEREFORE, Be It Resolved by the City Council of the City of South Salt Lake, Utah, as follows:

1. The Mayor is hereby authorized to execute the Governing Document attached hereto as Exhibit A, which includes the Interlocal Agreement attached as an exhibit thereto.
2. The District shall sign and record the fully executed Governing Document and Interlocal Agreement with the Salt Lake County recorder's office within 30 days of the issuance of the Certificate of Incorporation of the District (or related certificate) by the Office of the Lieutenant Governor of the State of Utah and shall be effective the date on which the Agreement is fully executed.

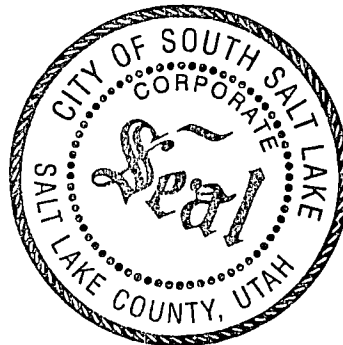
ADOPTED AND APPROVED by the City Council this 3 day of April 2022.

BY THE CITY COUNCIL

  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

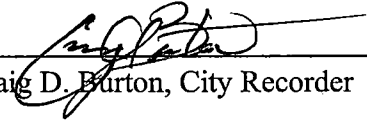
Bynum	<u>Yes</u>
Huff	<u>Yes</u>
Mila	<u>Yes</u>
Pinkney	<u>Yes</u>
Siwik	<u>Yes</u>
Thomas	<u>Yes</u>
Williams	<u>Yes</u>



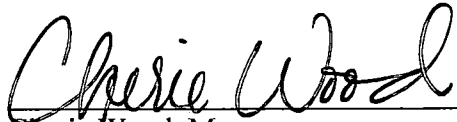
ATTEST:

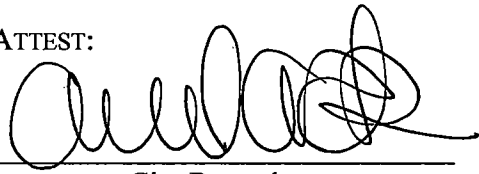
  
City Recorder

Transmitted to the Mayor's office on this 14<sup>th</sup> day of APRIL 2022.

  
\_\_\_\_\_  
Craig D. Burton, City Recorder

PRESENTED TO THE MAYOR

  
\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:  
  
\_\_\_\_\_  
City Recorder

ATTEST:  
  
\_\_\_\_\_  
City Attorney

Exhibit A  
Governing Document



**GOVERNING DOCUMENT  
FOR  
DOWNTOWN EAST STREETCAR SEWER  
PUBLIC INFRASTRUCTURE DISTRICT  
  
SOUTH SALT LAKE CITY, UTAH**

**April 13, 2022**

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LIST OF EXHIBITS

<b>EXHIBIT A</b>	Initial District Boundaries Description
<b>EXHIBIT B</b>	Initial District Boundaries (shaded in red) and Annexation Area Boundaries (outlined in blue) Maps
<b>EXHIBIT C</b>	Interlocal Agreement between the District and South Salt Lake City

**I. INTRODUCTION**

**A. Purpose and Intent.**

The Downtown East Streetcar Sewer Public Infrastructure District (“District”) is an independent unit of local government, separate and distinct from South Salt Lake City (“City”), and, except as may otherwise be provided for by State or local law, as limited by this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements and prohibitions of the Governing Document. It is intended that the District will provide specific sewer Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements and then to transfer ownership of the Public Improvements to the City for the City’s operation and maintenance thereof. The District is not being created to provide any ongoing operations or maintenance services once dedication of the Public Improvements has been accepted by the City.

**B. Need for the District.**

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for development or redevelopment within the District. Formation of the District is therefore necessary to effect the Public Improvements required for the Project in the most economic manner possible.

**C. Objective of the City Regarding District’s Governing Document.**

The City’s objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by property taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy for all commercial and residential properties. Debt, which is issued within these parameters and as further described in the Financial Plan, shall be structured to ensure its timely and reasonable discharge by application of the proceeds of the authorized property taxes.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints, both of which are not to be violated under any circumstance. The primary purpose in creating the District is to provide for the Public Improvements associated with development needs.

It is the intent of the City to create a District that dissolves upon payment or defeasance of all Debt authorized herein and incurred.

The District shall be authorized to finance the Public Improvements to be repaid from tax revenues collected from a mill levy, which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term

on taxable properties. This Governing Document assures that no taxable property bears an economic burden that is greater than that associated with: 1) the Maximum Debt Mill Levy in amount; 2) that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations; and that 3) all taxable property within the District is levied by the District at the same Mill Levy.

## II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area depicted in the Annexation Area Boundaries Map, which have been approved by the City for annexation into the District upon the meeting of certain requirements. The Annexation Area Boundaries are intended to reflect the boundaries of the Downtown District South Salt Lake MPMU Zone District (“Downtown District”) and the East Streetcar Neighborhood District Zone as reflected on the official zoning map of the City at the time of adoption of this Governing Document.

Annexation Area Boundaries Map: means the annexation area that is depicted as such on the map attached hereto as **Exhibit B**, which shows the property proposed for annexation within the District, upon the consent of each annexing property owner.

City Engineer Approved Construction Drawings: means a District submitted construction drawings approved by the City Engineer

Board: means the board of trustees of the District.

Bond, Bonds, or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

City: means South Salt Lake City, Utah.

City Code: means the City Code of South Salt Lake City, Utah.

City Council: means the City Council of South Salt Lake City, Utah.

District: means the Downtown East Streetcar Sewer Public Infrastructure District.

District Area: means the property within the Initial District Boundaries Map that is within the Initial District Boundaries and includes any annexation or withdrawal of properties pursuant to the provisions of this Governing Document.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who will be burdened by the imposition of *ad valorem* property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a residential property owner,

resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Financial Plan: means the Financial Plan set forth in Section VIII which describes (i) the means whereby the Public Improvements may be financed; and (ii) how the Debt is expected to be incurred.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the City Council, which constrains the purpose, area, and authority of the District prior to the creation of the District and during the term of its existence and operation.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in **Exhibit A**.

Initial District Boundaries Map: means the initial district boundaries depicted as such on the map attached hereto as **Exhibit B**.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy as set forth in Section VIII.C below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development of Public Improvements within the District.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto, to the extent such amendments or successor statutes do not conflict with the Governing Document.

Public Improvements: means the sewer line, holding tank, and pump station improvements authorized to be planned, designed, constructed, and installed; including any required property, easement, or right-of-way acquisition; and restoration of any private or public property (including public rights of way) that is disturbed by the construction; and pursuant to City-approved construction drawings for those projects herein, to be dedicated to the City to serve the current and future property owners, taxpayers and inhabitants of the District Area.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to *ad valorem* taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately forty-four (44.109) acres and the total area proposed to be included in the Initial District Boundaries and the Annexation Area Boundaries is approximately two hundred forty (240) acres and includes all property that may be annexed into the District. A legal description or descriptions of the properties included in the Initial District Boundaries is attached hereto as **Exhibit A**. The Initial District Boundaries and Annexation Area Boundaries are depicted in the Map attached hereto as **Exhibit B**. It is anticipated that the District boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to the affected property owner's consent and Article V below.

### IV. **PROPOSED LAND USE /ASSESSED VALUATION**

The District Area initially consists of approximately forty-four (44.109) acres of land in various uses and stages of development. The current assessed valuation of the initial District Area, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings proposed by the property owners.

### V. **DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES**

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to construct and dedicate the Public Improvements as approved by the City and defined herein, within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, construct, install, restore, and finance the Public Improvements. The District shall dedicate the Public Improvements to the City in a manner consistent with the City Engineer Approved Construction Drawings and other rules and regulations of the City and applicable provisions of the City Code, free of liens or encumbrances.

2. Improvements Limitation. Notwithstanding the provisions of Section V.A.1 above, nor any revision to state law, without prior written authorization of the City Council, the District shall not be authorized to finance the costs of any improvements or facilities that are to be ultimately owned by the District nor any improvements that are not Public Improvements, as that term is defined herein.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance (in the following order of priority) with the standards and specifications of the City, the City Engineer-Approved Construction Drawings, and the standards and specifications of other governmental entities having proper jurisdiction. As a condition precedent to commencement of construction the District will obtain all City required permits, including access and rights of way permits, and such other applicable permits for construction and installation of Public Improvements.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. The District will contract with the City, and will reimburse the City for its services at a rate and amount agreed to by the City, to bid the Project and manage the Project on behalf of the District, to completion.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.



(a) The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the City Council, after advice from and consultation with the City Attorney. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn, the passage of a resolution of the Board approving such annexation, and the consent of any bondholders relying on the *ad valorem* property tax assessed by the District for the area subject to withdrawal.

(c) In addition to the terms of this Governing Document, any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) No withdrawals shall be permitted following the closing of a bond or bonds to which limited tax revenue is pledged by the District.

(e) Upon any annexation or withdrawal, the District shall provide the City and the Lieutenant Governor a description of the revised District Boundaries.

(f) Annexation or withdrawal of any area in accordance with V.A.6(a) through (c) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The District shall not impose an aggregate mill levy that exceeds the Maximum Debt Mill Levy of the District for any property within the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area, unless the City Council has approved the organization of the other public infrastructure district. The District shall consent to the organization of another public infrastructure district organized under the PID Act within the District Area, if the City Council has approved the organization of the other public infrastructure district.

8. Initial Debt Limitation. On or before the effective date of approval by the City of a City Engineer Approved Construction Drawings, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any levy or assessment used for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of an aggregate amount of Twenty Million Dollars (\$20,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority

of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed void ab initio.

11. Governing Document Amendment Requirement. Subject to the limitations and exceptions contained herein, this Governing Document may be amended after proper public notice and upon advice of and consultation with the City Attorney, by passage of resolutions both of the City Council, signed by the Mayor, and the District approving such amendment.

12. Public Improvement Completion Deadline. The District shall ensure that the Public Improvements are completed and dedicated on or before December 31, 2026.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, construction, installation, restoration, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in City Engineer Approved Construction Drawings. An estimate of the costs of the Public Improvements that may be planned for, designed, acquired, constructed, installed, restored, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Fourteen Million Dollars (\$14,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements will meet City Standards and City Engineer Approved Construction Drawings. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

The District shall satisfy any City requirements for guaranty of performance of infrastructure completion and the required warranty post-completion thereof by delivering to the City documentation evidencing the funds available to the District for such Public Improvements as a result of the Debt issued by the District.

**VI. THE BOARD OF TRUSTEES**

A. Board Composition. The Board shall be composed of eleven (11) Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1 through 11 shall

initially be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 through 6 shall serve an initial term of six (6) years; Trustees 7 through 11 shall serve an initial term of four (4) years. All subsequent Trustee terms after the initial terms will be four (4) years each. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustees 1-4. Trustees 1-4 shall transition to an elected seat upon 1000 registered voters residing within the District.

2. Trustees 5-8. Trustees 5-8 shall transition to an elected seat upon 1750 registered voters residing within the District.

3. Trustees 9-11. Trustees 9-11 shall transition to an elected seat upon 2500 registered voters residing within the District.

Notwithstanding the foregoing, any board seats that have not yet transitioned to an elected seat shall transition when two full terms have passed from the date of issuance of a certificate of creation for the District. All elected Trustees shall serve at large and the District shall not be divided into divisions. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, any seat that has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled by City Council appointment.

D. Vacancy. Any mid-term vacancy on the Board shall be filled pursuant to the Local District Act.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall comply with all requirements of the Utah Public Officers’ and Employees’ Ethics Act, Utah Code Title 67, Chapter 16 (the “Ethics Act”), except that a trustee shall not be in violation of Utah Code § 67-16-9 provided the trustee makes the disclosures required by § 17D-4-202 (9). Any Trustee who makes the required disclosures shall still be entitled to vote on such matters unless such a vote would be a violation of the Ethics Act. Trustees shall comply with all requirements of the Municipal Officers’ and Employees’ Ethics Act, Utah Code Title 10, Chapter 3, Part 13 as if the Trustees were municipal officers or employees.

## VII. DISTRICT IMPROVEMENTS

The District shall be authorized to provide for the planning, design, construction, installation, and restoration of the Public Improvements.

## VIII. FINANCIAL PLAN

### A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, and restoration of the Public Improvements by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy. The total Debt that the District shall be permitted to issue shall not exceed Twenty Million Dollars (\$20,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt, so long as the refunding results in net present value savings on the Debt. All bonds and other Debt issued by the District may be payable from general *ad valorem* taxes to be imposed upon all Taxable Property within the District. The District may not rely upon any other revenue sources authorized by law.

### B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eight percent (8%) on any senior bond and ten percent (10%) on any subordinate bond. The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

### C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose in upon the taxable property within the District for payment of Limited Tax Debt and shall be 0.003 per dollar of taxable value of taxable property in the District; Such levy shall not be subject to adjustment as provided in Section 17D-4-301(8), Utah Code or any amendment to the LID Act. Such Maximum Debt Mill Levy may also be used to pay GAO qualified administrative expenses of the District.

### D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City, including the Public Improvements to be dedicated to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services, and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's administrative operating budget is estimated to be approximately seventy-five Thousand Dollars (\$75,000), which is anticipated to be borne by consenting owner(s) within the District until such time a reimbursement can be derived from property taxes pursuant to a reimbursement agreement between the District and consenting owners.

I. Bond and Disclosure Counsel.

The District shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The District has agreed to utilize Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 30 days following the end of the District's fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names, contact information, and terms of Board members and officers;
4. Progress towards milestones required for transition to elected Board;
5. District office location and contact information;
6. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
7. A summary of any litigation that involves the District as of the last day of the prior fiscal year;
8. Status of the District's construction of the Public Improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
9. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
10. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after 180 days following the end of the fiscal year);

13. Notice of any uncured events of default by the District, which continue beyond a 90-day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90-day period.

**X. DISSOLUTION**

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

**XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Salt Lake County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Board shall ensure that the owners, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:  
  
"Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$300** for the duration of the District's Bonds."
- (3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

**XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its organization. Failure of the District to execute the Interlocal Agreement within thirty (30) days of the initial meeting of the District board of trustees as required herein shall constitute a material modification and shall result in the automatic dissolution of the District. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public hearing approving the Governing Document.

\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

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



**EXHIBIT A**

**Initial District Boundaries Description**

*See following page(s).*

Parcel No.	Developer	Title Owner	Location	Acres	History	Proposed Use
16-19-151-013	Alliance Residential, LLC	EP Investments III, LLC	2280 South State Street	5.520	Former car dealership; demolition complete; currently unimproved	Auto dealership/multifamily residential
15-24-229-006	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	2176 South West Temple	1.680	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-229-007	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	2182 South West Temple Street	See above	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-229-009	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	Utopia Ave between Main and W. Temple	See above	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-229-010	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	125 West Utopia Avenue	See above	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-229-004	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	145 West Utopia Avenue	See above	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-229-011	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	124 West Wentworth Ave	See above	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-230-003	Alpha Development Group/DB Urban Communities	BRC ADG QOZB 1 JV, LLC	133 West Wentworth Ave	See above	Industrial/Office	5 over 2 Multi-Family 187 Units
15-24-282-029	Bronstein Properties LLC	Burton and Main Street LLC	2396 South State Street	0.050	Storage, demolition expected	8-story mixed use residential and retail
15-24-282-030	Bronstein Properties LLC	Burton and Main Street LLC	2396 South State Street	0.010	Electric Highway Sign	Electric Highway Sign
15-24-282-022	Bronstein Properties LLC	Burton and Main Street LLC	20 West 2400 South	0.200	Storage, demolition expected	8-story mixed use residential and retail
15-24-282-024	Bronstein Properties LLC	Burton and Main Street LLC	2390 South State Street	0.080	Storage, demolition expected	8-story mixed use residential and retail
15-24-282-025	Bronstein Properties LLC	Burton and Main Street LLC	2394 South State Street	0.080	Storage, demolition expected	8-story mixed use residential and retail
15-24-282-009	Bronstein Properties LLC	Burton and Main Street LLC	38 West Burton Avenue	0.130	Storage, demolition expected	8-story mixed use residential and retail
15-24-282-010	Bronstein Properties LLC	Burton and Main Street LLC	35 West Burton Avenue	0.130	Storage, demolition expected	8-story mixed use residential and retail
15-24-282-023	Bronstein Properties LLC	Burton and Main Street LLC	2386 South Main Street	0.080	Residential home, demolition expected	8-story mixed use residential and retail
15-24-282-013	Bronstein Properties LLC	Burton and Main Street LLC	2358-2364 South Main Street	0.230	Commercial space, demolition expected	8-story mixed use residential and retail
15-24-282-028	Bronstein Properties LLC	Burton and Main Street LLC	25 West Burton Avenue	0.250	Multifamily, demolition expected	8-story mixed use residential and retail
15-24-236-006	Dakota Pacific LLC	PG Investments 2, LC	W Temple between Utopia and Bowers	0.830	Former granite mill parking lot	Office use
15-24-236-009	Dakota Pacific LLC	PG Investments 2, LC	2220 So. Main Street	0.964	Former retail and office uses	Hotel
15-24-236-002	Dakota Pacific LLC	PG Investments 2, LC	2195-2199 So. West Temple	0.510	Brewery	Office use
15-24-237-004	Dakota Pacific LLC	PG Investments 2, LC	2230 So. Main Street	0.470	Former office use	Hotel
15-24-279-006	Dakota Pacific LLC	California Bangerter Office, LLC	2250 So. Main Street	0.530	Former Office use	high-density residential
15-24-279-007	Dakota Pacific LLC	California Bangerter Office, LLC	2250 So. Main Street	0.540	Former Office use	high-density residential
15-24-279-005	Dakota Pacific LLC	California Bangerter Office, LLC	48 W. Senior Way	0.340	Former laundry use	high-density residential

Parcel No.	Developer	Title Owner	Location	Acres	History	Proposed Use
15-24-279-004	Dakota Pacific LLC	California Bangerter Office, LLC	70 W. Senior Way	0.420	Office use	high-density residential
15-24-279-010	Dakota Pacific LLC	California Bangerter Office, LLC	80 W. Senior Way	0.300	Office use	high-density residential
15-24-280-022	Dakota Pacific LLC	GB 2270-2280 S Main Street, LLC	2270 So. Main Street	0.370	Office Use	high-density residential
15-24-280-023	Dakota Pacific LLC	GB 2270-2280 S Main Street, LLC	2280 So. Main Street	0.450	Office Use	high-density residential
15-24-257-002	Forza Development, LLC	A8-South Salt Lake, LLC	2385 South 300 West	2.310	Storage and industrial	4-story indoor climate-controlled storage units
16-19-103-021	Forza Development, LLC	SSLC Main Street Apts, LLC	28 East 2100 South	1.205	Former office; demolition complete; currently unimproved	120-130 unit multi-family apartment building
16-19-207-001	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	3.500	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-002	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-003	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-004	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-005	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-006	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-007	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-008	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-009	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
16-19-207-010	J. Fisher Companies, LLC	Greensides Investments LLC	450 E. Wentworth Ave.	See above	Warehousing and storage	Multi-family, townhome, structured parking
15-24-234-020	MKM Investments, LLC	Panama Partners West, LLC	2174 S. Main St.	1.200	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start
15-24-234-021	MKM Investments, LLC	Panama Partners West, LLC	2174 S. Main St.	See above	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start
15-24-235-008	MKM Investments, LLC	Panama Partners, LLC	2180 S. Panama St.	See above	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start
15-24-235-009	MKM Investments, LLC	Panama Partners, LLC	2181 S. Panama St.	See above	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start
15-24-235-010	MKM Investments, LLC	Panama Partners, LLC	2182 S. Panama St.	See above	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start
15-24-235-011	MKM Investments, LLC	Panama Partners, LLC	2183 S. Panama St.	See above	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start

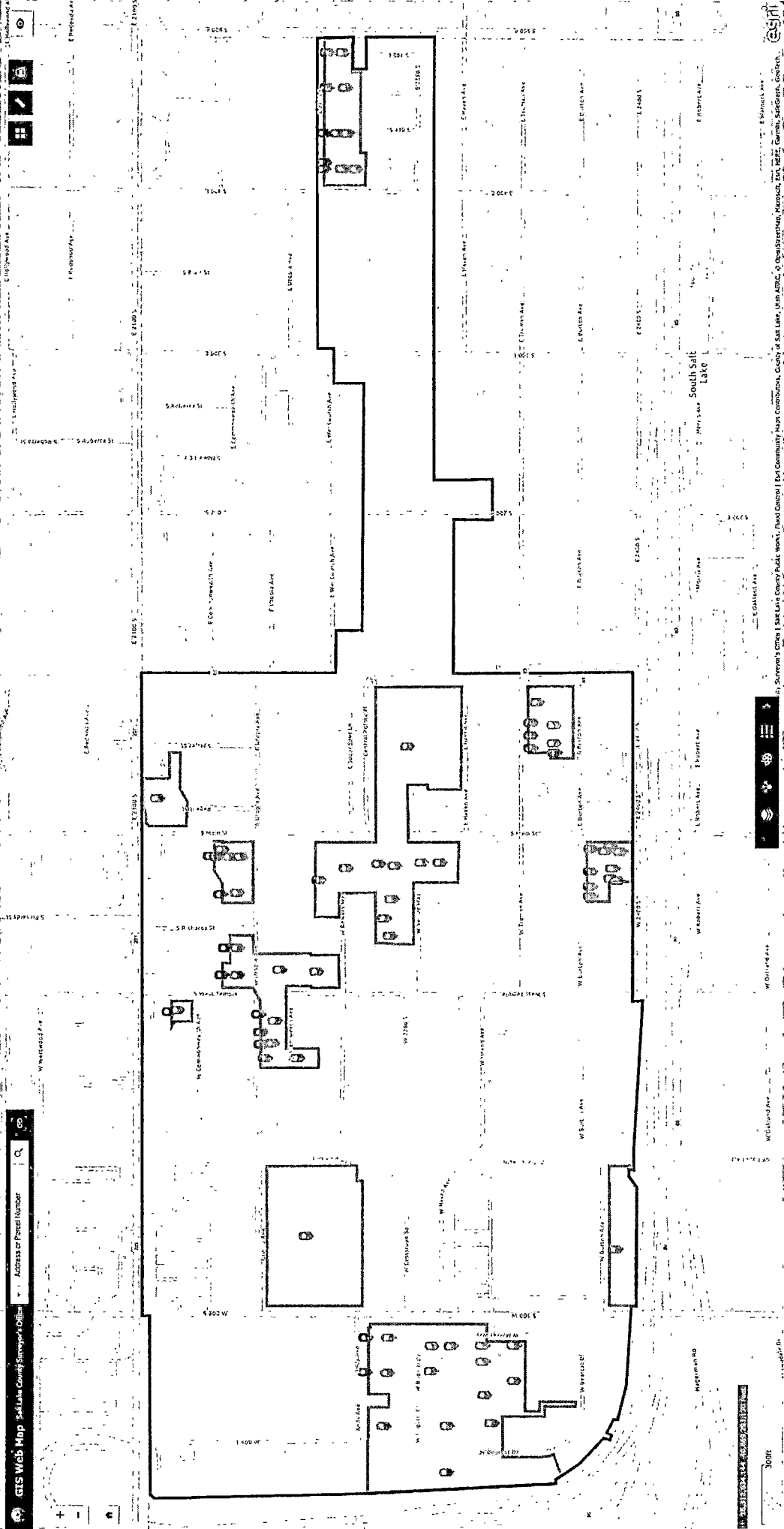
Parcel No.	Developer	Title Owner	Location	Acres	History	Proposed Use
15-24-235-012	MKM Investments, LLC	Panama Partners, LLC	2184 S. Panama St.	See above	Existing buildings and parking areas	Utopia on Main - 5-6 stories, 135 units, commercial space, parking structure - anticipate 2023 start
16-19-153-004	Parallel Co.	Edison Way, LLC	2354 S. State St.	1.750	Warehousing and storage	300 unit multifamily
16-19-153-005	Parallel Co.	Edison Way, LLC	2354 S. State St.	See above	Warehousing and storage	300 unit multifamily
16-19-153-006	Parallel Co.	Edison Way, LLC	2354 S. State St.	See above	Warehousing and storage	300 unit multifamily
16-19-153-007	Parallel Co.	Edison Way, LLC	2354 S. State St.	See above	Warehousing and storage	300 unit multifamily
16-19-153-008 & 16-19-153-009	Parallel Co.	Edison Way, LLC	2354 S. State St.	See above	Warehousing and storage	300 unit multifamily
16-19-153-010	Parallel Co.	Edison Way, LLC	2354 S. State St.	See above	Warehousing and storage	300 unit multifamily
15-24-233-013	The Will Group, LLC	LD Investments LLC	2159 S. West Temple	0.230	Single family residential	40 unit residential in 2 phases
15-24-233-021	The Will Group, LLC	LD Investments LLC	2149 S. West Temple	0.210	Single family residential	40 unit residential in 2 phases
15-24-233-018	The Will Group, LLC	Utopia Properties QOZB, LLC	2172 S. Richards St.	0.110	Single family residential	40 unit residential in 2 phases
15-24-233-019	The Will Group, LLC	Utopia Properties QOZB, LLC	2180 S. Richards St.	0.220	Single family residential	40 unit residential in 2 phases
15-24-227-024	The Will Group, LLC	LD Investments LLC	2120 S. West Temple	0.120	Single family residential	TBD
15-24-227-025	The Will Group, LLC	LD Investments LLC	2126 S. West Temple	0.100	Single family residential	TBD
15-24-252-001 & 15-24-252-002	Blox Ventures RE LLC	North 300 West Owner LLC	335 W Bugatti Ave	0.970	Existing buildings and parking areas	Parking structure and high-density residential
15-24-178-001	Blox Ventures RE LLC	North 300 West Owner LLC	443-453 W Bearcat Drive	1.690	Existing buildings and parking areas	Parking structure and high-density residential
15-24-177-010	Blox Ventures RE LLC	North 300 West Owner LLC	430 W Bearcat Drive	2.190	Existing buildings and parking areas	Parking structure and high-density residential
15-24-176-006	Blox Ventures RE LLC	North 300 West Owner LLC	360 W Bugatti Drive	1.300	Existing buildings and parking areas	Parking structure and high-density residential
15-24-251-002 & 15-24-251-003 & 15-24-251-005-4001 & 15-24-251-005-4002	Blox Ventures RE LLC	North 300 West Owner LLC	332-336 W Bugatti Drive	2.060	Existing buildings and parking areas	Parking structure and high-density residential
15-24-178-002 & 15-24-252-003	Blox Ventures RE LLC	North 300 West Owner LLC	400 W Bearcat Drive	0.750	Existing buildings and parking areas	Parking structure and high-density residential
15-24-252-006 & 15-24-252-007	Blox Ventures RE LLC	North 300 West Owner LLC	2300 S 300 W	0.370	Existing buildings and parking areas	Parking structure and high-density residential
15-24-178-004	Blox Ventures RE LLC	North 300 West Owner LLC	380 W Bearcat Drive	1.120	Existing buildings and parking areas	TBD
15-24-252-004 & 15-24-252-005	Blox Ventures RE LLC	North 300 West Owner LLC	2300 S 300 W	1.020	Existing buildings and parking areas	TBD
15-24-204-005	Woodbury Corp.	SODO 1 Owner LLC	2191 S. 300 W.	7.520	Existing buildings and parking areas	1200 units multifamily
			<b>TOTAL ACRES:</b>	<b>44.109</b>		

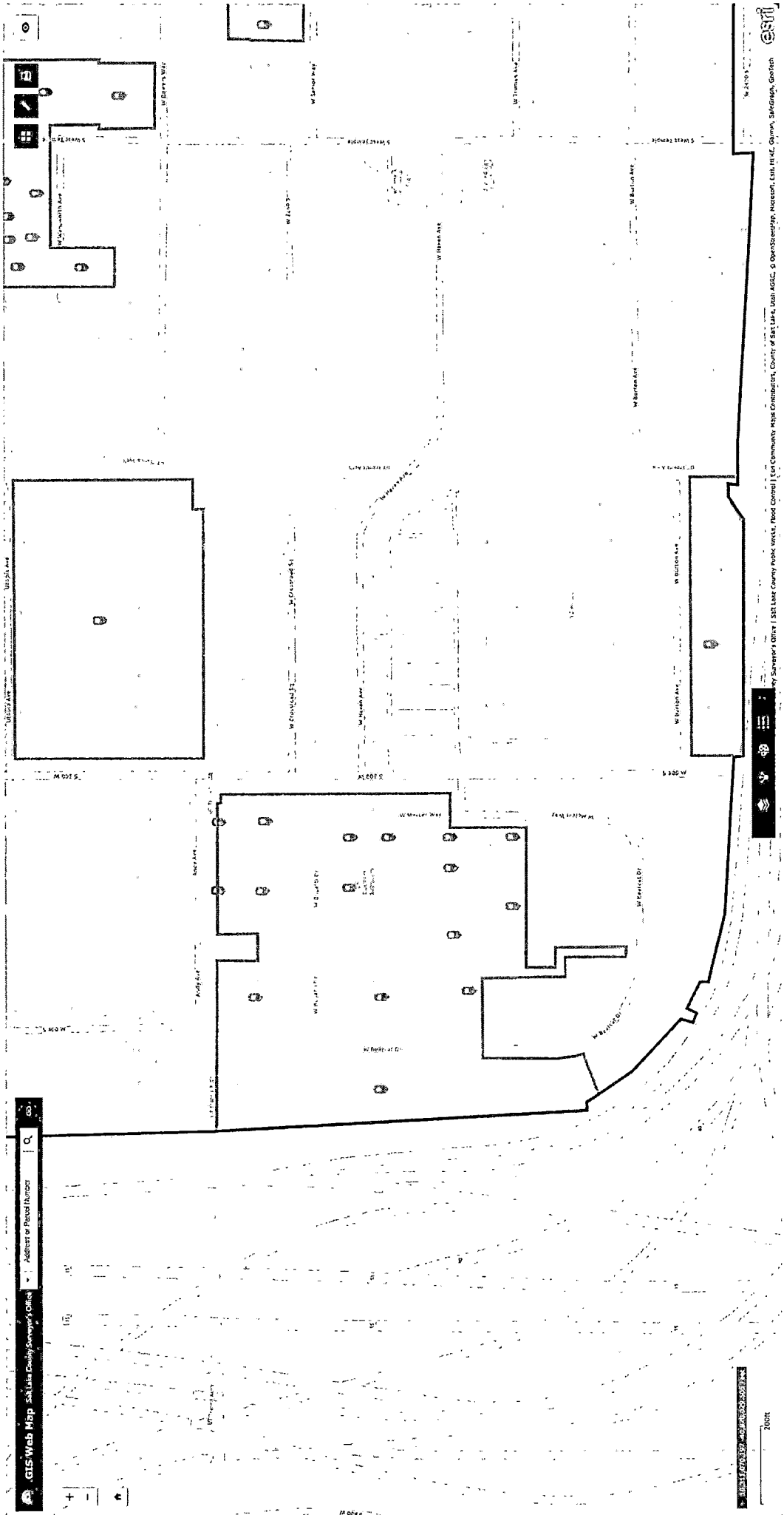
**EXHIBIT B**

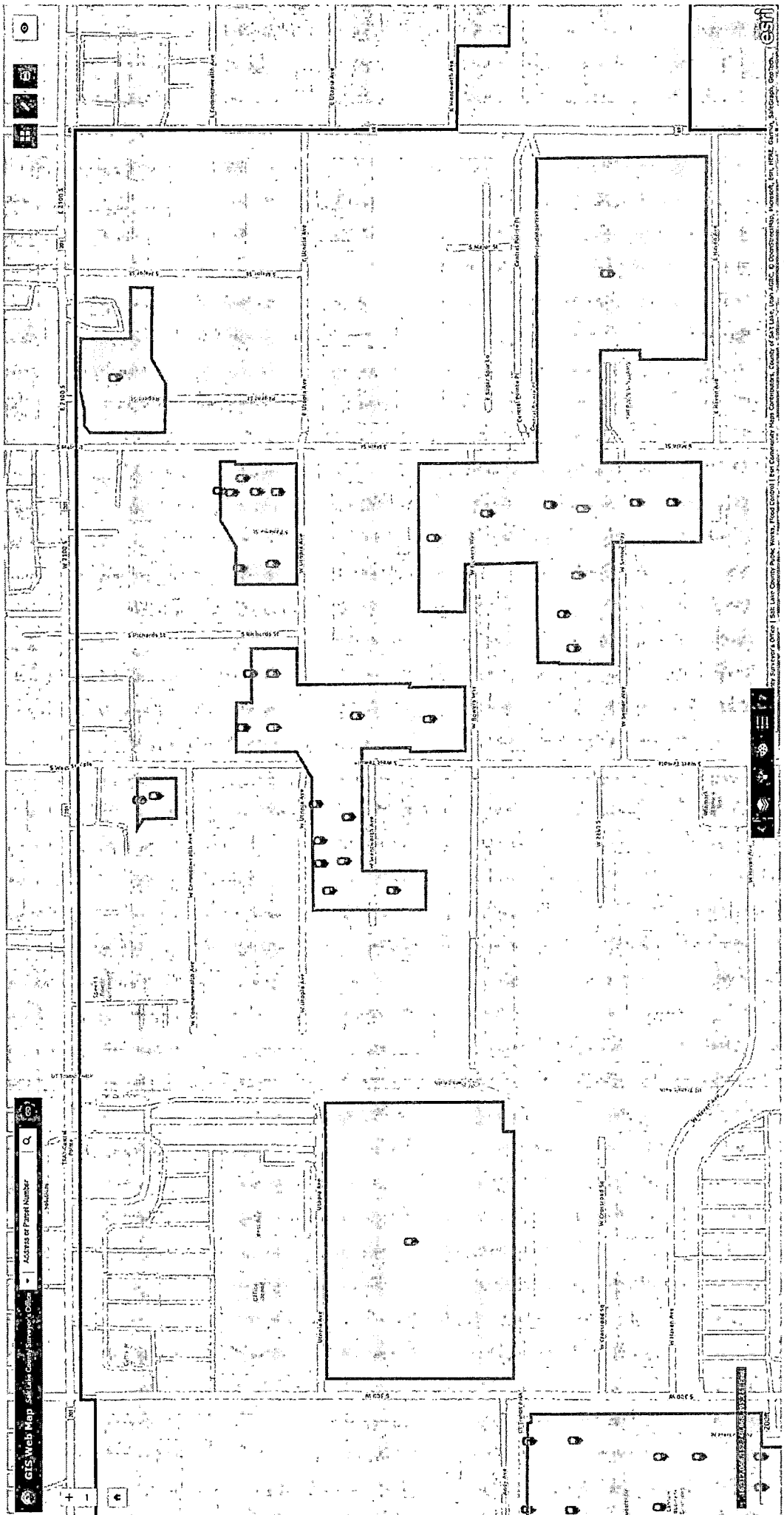
Initial District Boundaries (shaded in red) and Annexation Area

Boundaries Maps (outlined in blue)

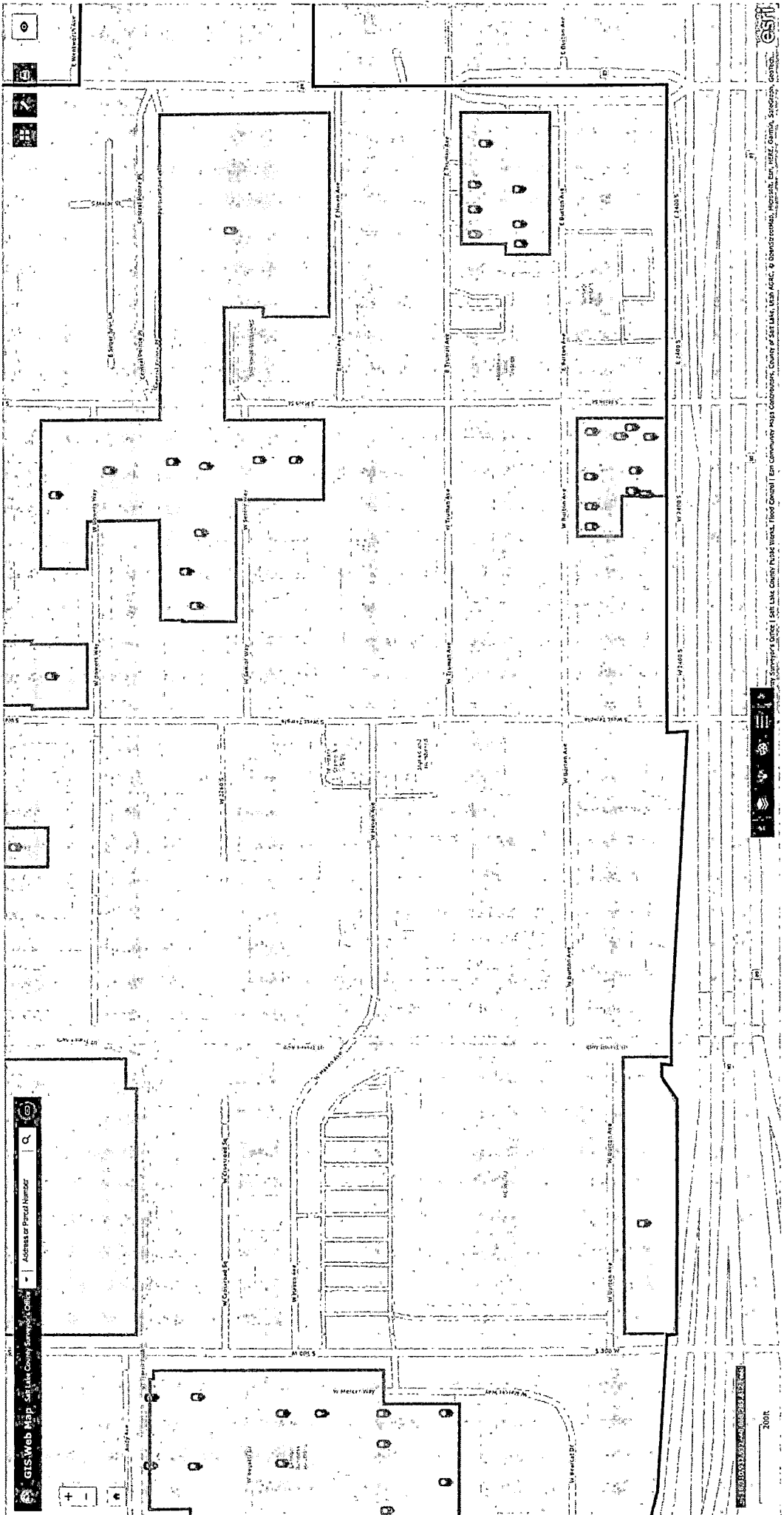
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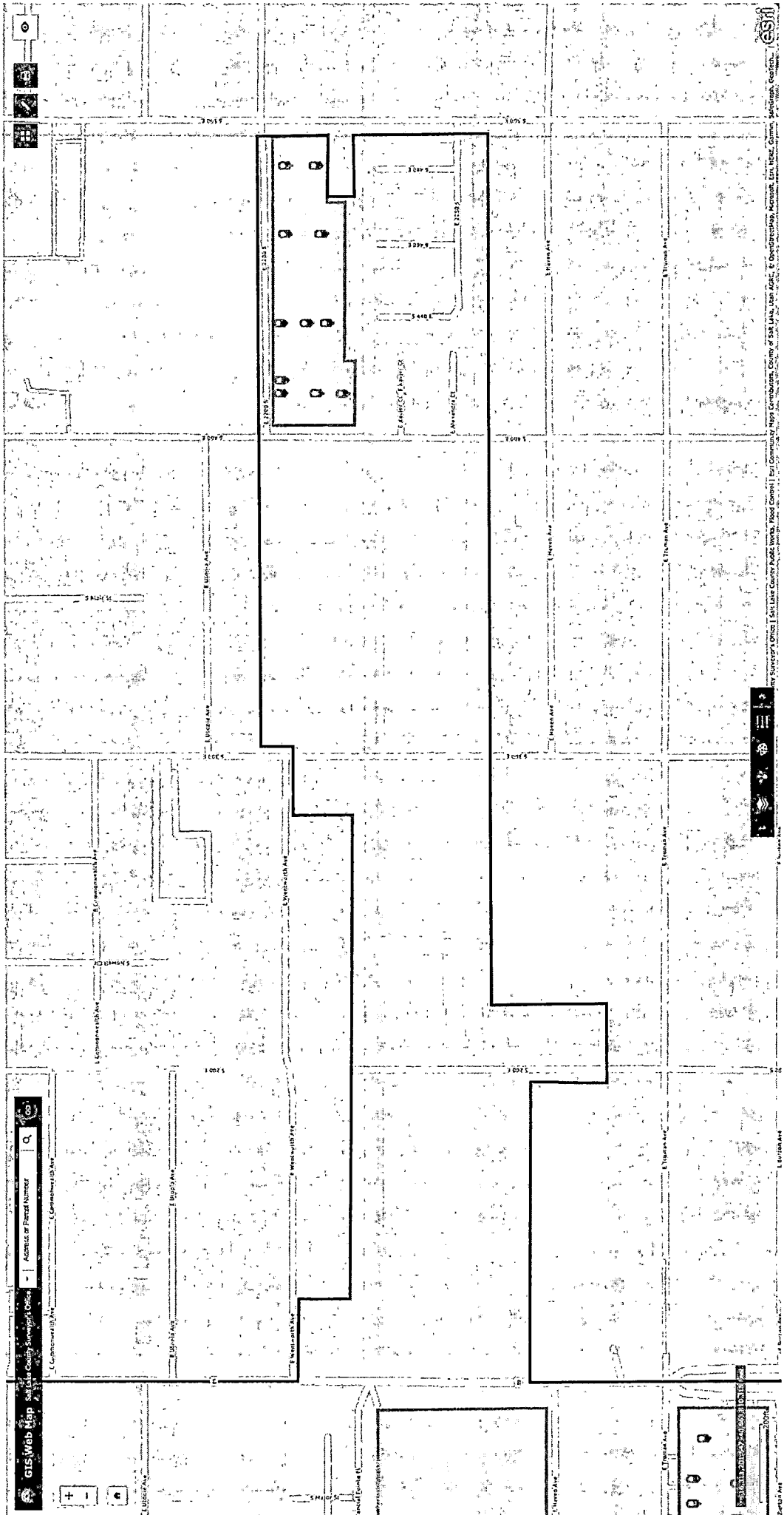












**EXHIBIT C**

**INTERLOCAL AGREEMENT BETWEEN**

**SOUTH SALT LAKE CITY, UTAH**

**AND**

**DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between SOUTH SALT LAKE CITY, a municipal corporation of the State of Utah (“City”), and DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the “District”). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was authorized to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on April 13, 2022 (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Governing Document. The Governing Document approved by the City on April 13, 2022, is incorporated herein by reference, and the District agrees to comply with its provisions. A copy of the Governing Document is attached hereto as Exhibit A.

2. Dedication. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction the City determines is appropriate, in a manner consistent with the rules and regulations of the City and applicable provisions of the City Code.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable, as well as the City Engineer Approved Construction Drawings. The District will obtain the applicable City permits for construction and installation of Public Improvements prior to performing such work. The District

shall satisfy any City requirements for guaranty of performance of infrastructure completion and warranty of completed work for a period of one year post City acceptance.

4. Issuance of Privately Placed Debt. Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area or the Annexation Area without the prior written consent of the City and 100% of the property owners of record. The District shall not include within any of its boundaries any property inside the Annexation Area Boundaries without the prior written consent of the City except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code.

6. Overlap Limitation. The District shall not impose an aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area or the Annexation Area, which will overlap the boundaries of the District, unless such other district is approved by the City Council. The District shall consent to the organization of another public infrastructure district organized under the PID Act within the District Area, if the City Council has approved the organization of the other public infrastructure district.

7. Initial Debt. On or before the effective date of approval by the City Engineer Approved Construction Drawings (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt.

8. Total Debt Issuance. The District shall not issue Debt in excess of an aggregate amount of Twenty Million Dollars (\$20,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the District.

9. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge, or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall not be an authorized issuance of Debt and shall be void *ab initio*.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Salt Lake County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; (e) state that District debt is not City debt; and (f) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(a) All of the information in the first paragraph of 11 of this Agreement;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District for every \$100,000 of taxable value, there would be an additional annual property tax of \$300 for the duration of the District’s Bonds.”

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the District that violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be void *ab initio*.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later than 30 days following the closing of the District’s fiscal year, containing the information set forth in Section VIII of the Governing Document.

14. Project Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, and restoration of Project Improvements, as that term is defined in the Governing Documents.

15. Maximum Debt Mill Levy.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.003 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8). Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no Debt obligation may exceed a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:           Downtown East Streetcar Sewer Public  
                                  Infrastructure District  
                                  c/o Snow Jensen & Reece, PC  
                                  912 West 1600 South, Ste. B200  
                                  St. George, UT 84770  
                                  Attn: Matthew J. Ence  
                                  Phone: (435) 628-3688

To the City:                South Salt Lake City  
                                  147 N 870 W  
                                  South Salt Lake, UT 84737  
                                  Attn: Mayor and City Attorney  
                                  Phone: (435) 635-2811

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in

the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a public hearing before the City Council, approval of the City Council, a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah, as constrained by this Agreement.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement (including all exhibits) constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.



[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

DOWNTOWN EAST STREETCAR SEWER  
PUBLIC INFRASTRUCTURE DISTRICT

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

Attest:

\_\_\_\_\_  
Clerk/Secretary

APPROVED AS TO FORM: \_\_\_\_\_

SOUTH SALT LAKE CITY, UTAH

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

Attest:

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

APPROVED AS TO FORM: \_\_\_\_\_

EXHIBIT A: Governing Document (see following pages)

**RESOLUTION NO. 2022- 06**

**A RESOLUTION CREATING THE DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT, A NEWLY FORMED INDEPENDENT LOCAL DISTRICT WITHIN SOUTH SALT LAKE CITY, SUBJECT TO A CERTAIN INTERLOCAL AGREEMENT AND GOVERNING DOCUMENT AND THE TERMS OF GOVERNANCE THEREOF AND AUTHORIZING THE MAYOR TO EXECUTE ANY ADDITIONAL DOCUMENT REQUIRED TO CREATE THE DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT UNDER CERTAIN CONDITIONS**

**WHEREAS**, pursuant to the Local District Act, Title 17B, Chapter 1, Utah Code Annotated 1953, and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, certain Petitioners have requested the City to create the Downtown East Streetcar Sewer Public Infrastructure District (“District”) to assist in the financing, construction, and dedication to the City of a new public sewer line, holding tank, and pump station to service and benefit the properties within the newly formed District;

**WHEREAS**, District area includes all parcels identified on Exhibit A, and incorporated herein by this reference;

**WHEREAS**, the Petition Requesting the Creation of the Downtown East Streetcar Sewer Public Infrastructure District is attached hereto as Exhibit B and is incorporated herein;

**WHEREAS**, Petitioners include 100% of the surface owners of all real property within the District;

**WHEREAS**, Petitioners agree that the District will be governed subject to the terms of the Governing Document and the Interlocal Agreement approved by the City Council of even date herewith;

**WHEREAS**, the City Council desires to create the District, subject to the mutual execution of the Governing Document and the Interlocal Agreement and the provisions herein;

**WHEREAS**, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and Final Entity Plats approved by the City Engineer and the City Attorney to be attached thereto upon finalization as Boundary Notice Exhibit D (the “Plat”)

**NOW, THEREFORE, Be It Resolved** by the City Council of the City of South Salt Lake, Utah, as follows:

1. The terms of the Recitals are incorporated herein;
2. The District is hereby created, as a separate entity from the City in accordance with the Governing Document and the Acts, subject to the following terms:
  - A. Verification of the current title holders of all surface property owners within the District;
  - B. The District must execute and abide by the Governing Document and Interlocal Agreement attached hereto as Exhibit C;
  - C. The District shall not issue debt prior to executing and delivering the executed Interlocal Agreement and Governing Document to the Mayor;
  - D. The District's failure to execute and deliver the Interlocal Agreement and Governing Document to the Mayor within 90 days of formation shall result in the automatic dissolution of the District;
3. The Board of the District is hereby appointed with the following terms of office, which shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah:
  - A. Trustee 1 Ryan Barker - for an initial six-year term
  - B. Trustee 2 Jason Algaze - for an initial four-year term
  - C. Trustee 3 Jeff Gochnour - for an initial six-year term
  - D. Trustee 4 Bryce Baker- for an initial four-year term
  - E. Trustee 5 Brent Malili - for an initial six-year term
  - F. Trustee 6 Glenn Girsberger- for an initial four-year term
  - G. Trustee 7 Marc Menlove - for an initial six-year term
  - H. Trustee 8 Ross Robb- for an initial four-year term
  - I. Trustee 9 Tyson Williamson - for an initial six-year term
  - J. Trustee 10 Jason Oberman- for an initial four-year term
  - K. Trustee 11 Arthur Woodbury - for an initial six-year term
4. The Mayor is hereby authorized to execute the Boundary Notice in substantially the form attached hereto as Exhibit D, the Plat as approved by the City Engineer and the City Attorney, and any such additional documents as may be required on behalf of the Council to effect the creation of the District, subject to the advice and consent of the City Attorney.

ADOPTED AND APPROVED by the City Council this \_\_ day of April 2022.

BY THE CITY COUNCIL


  
\_\_\_\_\_  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

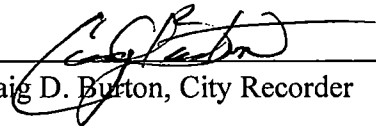
Bynum	<u>Yes</u>
Huff	<u>Yes</u>
Mila	<u>Yes</u>
Pinkney	<u>Yes</u>
Siwik	<u>Yes</u>
Thomas	<u>Yes</u>
Williams	<u>Yes</u>



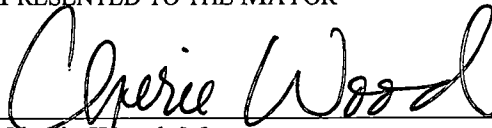
ATTEST:

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

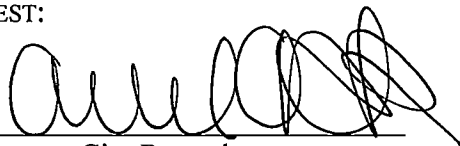
Transmitted to the Mayor's office on this 14<sup>th</sup> day of APRIL 2022.

  
\_\_\_\_\_  
Craig D. Burton, City Recorder

PRESENTED TO THE MAYOR

  
\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

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

ATTEST:

  
\_\_\_\_\_  
City Attorney

Exhibit A  
Legal Description—Initial District Boundary

Exhibit B  
Petition Requesting Creation of District

Exhibit C  
Governing Document and Interlocal Agreement

**GOVERNING DOCUMENT  
FOR  
DOWNTOWN EAST STREETCAR SEWER  
PUBLIC INFRASTRUCTURE DISTRICT**

**SOUTH SALT LAKE CITY, UTAH**

**April 13, 2022**



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**LIST OF EXHIBITS**

<b>EXHIBIT A</b>	Initial District Boundaries Description
<b>EXHIBIT B</b>	Initial District Boundaries (shaded in red) and Annexation Area Boundaries (outlined in blue) Maps
<b>EXHIBIT C</b>	Interlocal Agreement between the District and South Salt Lake City

## I. INTRODUCTION

### A. Purpose and Intent.

The Downtown East Streetcar Sewer Public Infrastructure District (“District”) is an independent unit of local government, separate and distinct from South Salt Lake City (“City”), and, except as may otherwise be provided for by State or local law, as limited by this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements and prohibitions of the Governing Document. It is intended that the District will provide specific sewer Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements and then to transfer ownership of the Public Improvements to the City for the City’s operation and maintenance thereof. The District is not being created to provide any ongoing operations or maintenance services once dedication of the Public Improvements has been accepted by the City.

### B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for development or redevelopment within the District. Formation of the District is therefore necessary to effect the Public Improvements required for the Project in the most economic manner possible.

### C. Objective of the City Regarding District’s Governing Document.

The City’s objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by property taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy for all commercial and residential properties. Debt, which is issued within these parameters and as further described in the Financial Plan, shall be structured to ensure its timely and reasonable discharge by application of the proceeds of the authorized property taxes.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints, both of which are not to be violated under any circumstance. The primary purpose in creating the District is to provide for the Public Improvements associated with development needs.

It is the intent of the City to create a District that dissolves upon payment or defeasance of all Debt authorized herein and incurred.

The District shall be authorized to finance the Public Improvements to be repaid from tax revenues collected from a mill levy, which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term

on taxable properties. This Governing Document assures that no taxable property bears an economic burden that is greater than that associated with: 1) the Maximum Debt Mill Levy in amount; 2) that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations; and that 3) all taxable property within the District is levied by the District at the same Mill Levy.

## II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area depicted in the Annexation Area Boundaries Map, which have been approved by the City for annexation into the District upon the meeting of certain requirements. The Annexation Area Boundaries are intended to reflect the boundaries of the Downtown District South Salt Lake MPMU Zone District (“Downtown District”) and the East Streetcar Neighborhood District Zone as reflected on the official zoning map of the City at the time of adoption of this Governing Document.

Annexation Area Boundaries Map: means the annexation area that is depicted as such on the map attached hereto as **Exhibit B**, which shows the property proposed for annexation within the District, upon the consent of each annexing property owner.

City Engineer Approved Construction Drawings: means a District submitted construction drawings approved by the City Engineer

Board: means the board of trustees of the District.

Bond, Bonds, or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

City: means South Salt Lake City, Utah.

City Code: means the City Code of South Salt Lake City, Utah.

City Council: means the City Council of South Salt Lake City, Utah.

District: means the Downtown East Streetcar Sewer Public Infrastructure District.

District Area: means the property within the Initial District Boundaries Map that is within the Initial District Boundaries and includes any annexation or withdrawal of properties pursuant to the provisions of this Governing Document.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who will be burdened by the imposition of *ad valorem* property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a residential property owner,

resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Financial Plan: means the Financial Plan set forth in Section VIII which describes (i) the means whereby the Public Improvements may be financed; and (ii) how the Debt is expected to be incurred.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the City Council, which constrains the purpose, area, and authority of the District prior to the creation of the District and during the term of its existence and operation.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in **Exhibit A**.

Initial District Boundaries Map: means the initial district boundaries depicted as such on the map attached hereto as **Exhibit B**.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy as set forth in Section VIII.C below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development of Public Improvements within the District.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto, to the extent such amendments or successor statutes do not conflict with the Governing Document.

Public Improvements: means the sewer line, holding tank, and pump station improvements authorized to be planned, designed, constructed, and installed; including any required property, easement, or right-of-way acquisition; and restoration of any private or public property (including public rights of way) that is disturbed by the construction; and pursuant to City-approved construction drawings for those projects herein, to be dedicated to the City to serve the current and future property owners, taxpayers and inhabitants of the District Area.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to *ad valorem* taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### III. BOUNDARIES

The area of the Initial District Boundaries includes approximately forty-four (44.109) acres and the total area proposed to be included in the Initial District Boundaries and the Annexation Area Boundaries is approximately two hundred forty (240) acres and includes all property that may be annexed into the District. A legal description or descriptions of the property included in the Initial District Boundaries is attached hereto as **Exhibit A**. The Initial District Boundaries and Annexation Area Boundaries are depicted in the Map attached hereto as **Exhibit B**. It is anticipated that the District boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to the affected property owner's consent and Article V below.

### IV. PROPOSED LAND USE /ASSESSED VALUATION

The District Area initially consists of approximately forty-four (44.109) acres of land in various uses and stages of development. The current assessed valuation of the initial District Area, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings proposed by the property owners.

### V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to construct and dedicate the Public Improvements as approved by the City and defined herein, within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, construct, install, restore, and finance the Public Improvements. The District shall dedicate the Public Improvements to the City in a manner consistent with the City Engineer Approved Construction Drawings and other rules and regulations of the City and applicable provisions of the City Code, free of liens or encumbrances.

2. Improvements Limitation. Notwithstanding the provisions of Section V.A.1 above, nor any revision to state law, without prior written authorization of the City Council, the District shall not be authorized to finance the costs of any improvements or facilities that are to be ultimately owned by the District nor any improvements that are not Public Improvements, as that term is defined herein.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance (in the following order of priority) with the standards and specifications of the City, the City Engineer-Approved Construction Drawings, and the standards and specifications of other governmental entities having proper jurisdiction. As a condition precedent to commencement of construction the District will obtain all City required permits, including access and rights of way permits, and such other applicable permits for construction and installation of Public Improvements.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. The District will contract with the City, and will reimburse the City for its services at a rate and amount agreed to by the City, to bid the Project and manage the Project on behalf of the District, to completion.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the City Council, after advice from and consultation with the City Attorney. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn, the passage of a resolution of the Board approving such annexation, and the consent of any bondholders relying on the *ad valorem* property tax assessed by the District for the area subject to withdrawal.

(c) In addition to the terms of this Governing Document, any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) No withdrawals shall be permitted following the closing of a bond or bonds to which limited tax revenue is pledged by the District.

(e) Upon any annexation or withdrawal, the District shall provide the City and the Lieutenant Governor a description of the revised District Boundaries.

(f) Annexation or withdrawal of any area in accordance with V.A.6(a) through (c) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The District shall not impose an aggregate mill levy that exceeds the Maximum Debt Mill Levy of the District for any property within the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area, unless the City Council has approved the organization of the other public infrastructure district. The District shall consent to the organization of another public infrastructure district organized under the PID Act within the District Area, if the City Council has approved the organization of the other public infrastructure district.

8. Initial Debt Limitation. On or before the effective date of approval by the City of a City Engineer Approved Construction Drawings, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any levy or assessment used for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of an aggregate amount of Twenty Million Dollars (\$20,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority



of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed void ab initio.

11. Governing Document Amendment Requirement. Subject to the limitations and exceptions contained herein, this Governing Document may be amended after proper public notice and upon advice of and consultation with the City Attorney, by passage of resolutions both of the City Council, signed by the Mayor, and the District approving such amendment.

12. Public Improvement Completion Deadline. The District shall ensure that the Public Improvements are completed and dedicated on or before December 31, 2026.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, construction, installation, restoration, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in City Engineer Approved Construction Drawings. An estimate of the costs of the Public Improvements that may be planned for, designed, acquired, constructed, installed, restored, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Fourteen Million Dollars (\$14,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements will meet City Standards and City Engineer Approved Construction Drawings. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

The District shall satisfy any City requirements for guaranty of performance of infrastructure completion and the required warranty post-completion thereof by delivering to the City documentation evidencing the funds available to the District for such Public Improvements as a result of the Debt issued by the District.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of eleven (11) Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1 through 11 shall

initially be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 through 6 shall serve an initial term of six (6) years; Trustees 7 through 11 shall serve an initial term of four (4) years. All subsequent Trustee terms after the initial terms will be four (4) years each. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustees 1-4. Trustees 1-4 shall transition to an elected seat upon 1000 registered voters residing within the District.

2. Trustees 5-8. Trustees 5-8 shall transition to an elected seat upon 1750 registered voters residing within the District.

3. Trustees 9-11. Trustees 9-11 shall transition to an elected seat upon 2500 registered voters residing within the District.

Notwithstanding the foregoing, any board seats that have not yet transitioned to an elected seat shall transition when two full terms have passed from the date of issuance of a certificate of creation for the District. All elected Trustees shall serve at large and the District shall not be divided into divisions. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, any seat that has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled by City Council appointment.

D. Vacancy. Any mid-term vacancy on the Board shall be filled pursuant to the Local District Act.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall comply with all requirements of the Utah Public Officers’ and Employees’ Ethics Act, Utah Code Title 67, Chapter 16 (the “Ethics Act”), except that a trustee shall not be in violation of Utah Code § 67-16-9 provided the trustee makes the disclosures required by § 17D-4-202 (9). Any Trustee who makes the required disclosures shall still be entitled to vote on such matters unless such a vote would be a violation of the Ethics Act. Trustees shall comply with all requirements of the Municipal Officers’ and Employees’ Ethics Act, Utah Code Title 10, Chapter 3, Part 13 as if the Trustees were municipal officers or employees.

## VII. DISTRICT IMPROVEMENTS

The District shall be authorized to provide for the planning, design, construction, installation, and restoration of the Public Improvements.

## VIII. FINANCIAL PLAN

### A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, and restoration of the Public Improvements by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy. The total Debt that the District shall be permitted to issue shall not exceed Twenty Million Dollars (\$20,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt, so long as the refunding results in net present value savings on the Debt. All bonds and other Debt issued by the District may be payable from general *ad valorem* taxes to be imposed upon all Taxable Property within the District. The District may not rely upon any other revenue sources authorized by law.

### B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eight percent (8%) on any senior bond and ten percent (10%) on any subordinate bond. The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

### C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose in upon the taxable property within the District for payment of Limited Tax Debt and shall be 0.003 per dollar of taxable value of taxable property in the District; Such levy shall not be subject to adjustment as provided in Section 17D-4-301(8), Utah Code or any amendment to the LID Act. Such Maximum Debt Mill Levy may also be used to pay GAO qualified administrative expenses of the District.

### D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City, including the Public Improvements to be dedicated to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services, and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's administrative operating budget is estimated to be approximately seventy-five Thousand Dollars (\$75,000), which is anticipated to be borne by consenting owner(s) within the District until such time a reimbursement can be derived from property taxes pursuant to a reimbursement agreement between the District and consenting owners.

I. Bond and Disclosure Counsel.

The District shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The District has agreed to utilize Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.

**IX. ANNUAL REPORT**

**A. General.**

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 30 days following the end of the District's fiscal year.

**B. Reporting of Significant Events.**

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names, contact information, and terms of Board members and officers;
4. Progress towards milestones required for transition to elected Board;
5. District office location and contact information;
6. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
7. A summary of any litigation that involves the District as of the last day of the prior fiscal year;
8. Status of the District's construction of the Public Improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
9. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
10. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after 180 days following the end of the fiscal year);

13. Notice of any uncured events of default by the District, which continue beyond a 90-day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90-day period.

## **X. DISSOLUTION**

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Salt Lake County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Board shall ensure that the owners, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$300 for the duration of the District's Bonds.”
- (3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

**XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its organization. Failure of the District to execute the Interlocal Agreement within thirty (30) days of the initial meeting of the District board of trustees as required herein shall constitute a material modification and shall result in the automatic dissolution of the District. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public hearing approving the Governing Document.

\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

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

**EXHIBIT A**

**Initial District Boundaries Description**

*See following page(s).*



**EXHIBIT B**

Initial District Boundaries and Annexation Area Boundaries Maps

*See following page(s).*

## EXHIBIT C

### INTERLOCAL AGREEMENT BETWEEN

SOUTH SALT LAKE CITY, UTAH

AND

DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT

THIS AGREEMENT is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between SOUTH SALT LAKE CITY, a municipal corporation of the State of Utah (“City”), and DOWNTOWN EAST STREETCAR SEWER PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the “District”). The City and the District are collectively referred to as the Parties.

### RECITALS

WHEREAS, the District was authorized to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on April 13, 2022 (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### COVENANTS AND AGREEMENTS

1. Governing Document. The Governing Document approved by the City on April 13, 2022, is incorporated herein by reference, and the District agrees to comply with its provisions. A copy of the Governing Document is attached hereto as Exhibit A.

2. Dedication. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction the City determines is appropriate, in a manner consistent with the rules and regulations of the City and applicable provisions of the City Code.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable, as well as the City Engineer Approved Construction Drawings. The District will obtain the applicable City permits for construction and installation of Public Improvements prior to performing such work. The District

shall satisfy any City requirements for guaranty of performance of infrastructure completion and warranty of completed work for a period of one year post City acceptance.

4. Issuance of Privately Placed Debt. Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area or the Annexation Area without the prior written consent of the City and 100% of the property owners of record. The District shall not include within any of its boundaries any property inside the Annexation Area Boundaries without the prior written consent of the City except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code.

6. Overlap Limitation. The District shall not impose an aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area or the Annexation Area, which will overlap the boundaries of the District, unless such other district is approved by the City Council. The District shall consent to the organization of another public infrastructure district organized under the PID Act within the District Area, if the City Council has approved the organization of the other public infrastructure district.

7. Initial Debt. On or before the effective date of approval by the City Engineer Approved Construction Drawings (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt.

8. Total Debt Issuance. The District shall not issue Debt in excess of an aggregate amount of Twenty Million Dollars (\$20,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the District.

9. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge, or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall not be an authorized issuance of Debt and shall be void *ab initio*.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Salt Lake County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; (e) state that District debt is not City debt; and (f) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(a) All of the information in the first paragraph of 11 of this Agreement;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District for every \$100,000 of taxable value, there would be an additional annual property tax of \$300 for the duration of the District’s Bonds.”

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the District that violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be void *ab initio*.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager's Office no later than 30 days following the closing of the District's fiscal year, containing the information set forth in Section VIII of the Governing Document.

14. Project Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, and restoration of Project Improvements, as that term is defined in the Governing Documents.

15. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.003 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8). Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no Debt obligation may exceed a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Downtown East Streetcar Sewer Public  
Infrastructure District  
c/o Snow Jensen & Reece, PC  
912 West 1600 South, Ste. B200  
St. George, UT 84770  
Attn: Matthew J. Ence  
Phone: (435) 628-3688

To the City: South Salt Lake City  
147 N 870 W  
South Salt Lake, UT 84737  
Attn: Mayor and City Attorney  
Phone: (435) 635-2811

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in

the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a public hearing before the City Council, approval of the City Council, a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah, as constrained by this Agreement.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement (including all exhibits) constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

DOWNTOWN EAST STREETCAR SEWER  
PUBLIC INFRASTRUCTURE DISTRICT

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

Attest:

\_\_\_\_\_  
Clerk/Secretary

APPROVED AS TO FORM: \_\_\_\_\_

SOUTH SALT LAKE CITY, UTAH

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

Attest:

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

APPROVED AS TO FORM: \_\_\_\_\_

EXHIBIT A: Governing Document (see following pages)



Exhibit D  
Boundary Notice

**NOTICE OF IMPENDING BOUNDARY ACTION  
(Downtown East Streetcar Sewer Public Infrastructure  
District)**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of South Salt Lake City, Utah (the "Council"), acting in its capacity as the creating entity for the South Salt Lake Public Infrastructure District (the "District"), at a regular meeting of the Council, duly convened pursuant to proper notice, adopted a *Resolution Providing for the Creation of the Downtown East Streetcar Sewer Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the City Engineer and the City Attorney, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of District personnel.

**WHEREFORE**, the Mayor and Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED

2022.

**SOUTH SALT LAKE CITY, UTAH,  
acting in its capacity as the creating authority for the  
Downtown East Streetcar Sewer Public Infrastructure  
District**

\_\_\_\_\_  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum	_____
Huff	_____
Mila	_____
Pinkney	_____
Siwik	_____
Thomas	_____
Williams	_____

ATTEST:

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

Transmitted to the Mayor's office on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Craig D. Burton, City Recorder

PRESENTED TO THE MAYOR

\_\_\_\_\_  
Cherie  
Wood, Mayor

ATTEST:

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

EXHIBIT "A" TO NOTICE OF BOUNDARY ACTION

Copy of the Creation Resolution

EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION

Final Local Entity Plat