

Toquerville, Utah

April 3, 2024

The City Council (the “Council”) of Toquerville City, Utah (the “City”), met in regular session (including by electronic means) on April 3, 2024, at its regular meeting place in Toquerville, Utah, at 6:00 p.m., with the following members of the Council being present:

Justin Sip	Mayor
Gary Chaves	Councilperson/Mayor <i>pro tempore</i>
Wayne Olsen	Councilperson
Chuck Williams	Councilperson
Joey Campbell	Councilperson
Todd Sands	Councilperson

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this April 3, 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilperson Williams and seconded by Councilperson Sands adopted by the following vote:

AYE: Councilperson Chaves, Councilperson Williams, Councilperson Sands

NAY: Councilperson Olsen, Councilperson Campbell

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

TOQUERVILLE CITY
RESOLUTION 2024.10



A RESOLUTION OF THE CITY COUNCIL (THE “COUNCIL”) OF THE CITY OF TOQUERVILLE, UTAH (THE “CITY”), PROVIDING FOR THE CREATION OF BOULDER RIDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2 (THE “DISTRICTS”) EACH AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, NOTICES OF BOUNDARY ACTION, AND FORM OF INTERLOCAL AGREEMENT; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO EXECUTE AND APPROVE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE NOTICES OF BOUNDARY ACTION, THE INTERLOCAL AGREEMENTS, AND ANY OTHER DOCUMENTS RELATED THERETO; APPROVING OF AN ANNEXATION AREA; AUTHORIZING THE DISTRICTS TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE WITHIN THE ANNEXATION AREA; AUTHORIZING THE DISTRICTS TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE WITHIN THE DISTRICT AREA; APPOINTING A BOARD OF TRUSTEES FOR EACH OF THE DISTRICTS; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the City requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the City and approve an annexation area (the “Annexation Area”) which a district may annex into therein without further approval or hearings of the City or the Council, as further described in Governing Document Exhibit A (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City prior to consideration of this Resolution, held a public hearing after 6:00 p.m. on October 4, 2023, to receive input from the public regarding the creation of the

Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts' boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B;

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 the Notices of Boundary Action attached hereto as Exhibit C (the "Boundary Notices") and a Final Local Entity Plat to be attached to each Boundary Notice as Exhibit B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat"); and

WHEREAS, a form of this Resolution was previously adopted by the City Council on November 1, 2023, approving the creation of the Districts and all other related matters herein; however, given that filing of a request for certificate of creation did not occur within ten (10) days of that former approval, the applicant has requested that the City Council re-approve this Resolution in order to bring the date current and facilitate that filing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Document and the Plats.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into one or more of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the Districts pursuant to the PID Act is hereby approved.

6. The Governing Document and Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The District Board for each of the Districts is hereby appointed as follows:

(a) Trustee 1 – Jerry Eves for an initial six-year term.

(b) Trustee 2 – Rick Caldwell for an initial four-year term.

(c) Trustee 3 – Patricia W. Eves for an initial six-year term.

(d) Such 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.

8. The Council does hereby authorize the Mayor to execute the Interlocal Agreement with each District, and the Boundary Notices in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to certification of the creation of the Districts by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor or City Attorney to make any corrections, deletions, or additions to the Governing Document and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to

remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

10. The Board of Trustees of each District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Washington County within 30 days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately as of the date of adoption.

PASSED AND ADOPTED by the City Council of the City of Toquerville, Utah, this April 3, 2024.

CITY OF TOQUERVILLE, UTAH

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By:  _____
Mayor

ATTEST:

By:  _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Daisy Fuentes, the undersigned duly qualified and acting City Recorder of the City of Toquerville, Utah (“the City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on April 3, 2024, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this April 3, 2024.

By:  _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Daisy Fuentes, the undersigned City Recorder of the City of Toquerville, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on April 3, 2024, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 3, 2024.

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

TOQUERVILLE CITY COUNCIL
Regular Business Meeting Agenda
April 3, 2024, at 6:00 pm
212 N. Toquer Blvd, Toquerville Utah

This meeting will also be broadcast via YouTube live on the Toquerville City YouTube channel at
<https://www.youtube.com/channel/UCOn3wYhjwc2gKbc91YPRIAA>

A. CALL TO ORDER:

1. Call to Order – Mayor Justin Sip
2. Pledge of Allegiance – Councilman Campbell
3. Statements of Belief/Opening Prayer – Councilman Williams

B. APPROVAL OF AGENDA:

1. Approval of Agenda Order
2. Disclosures and Declarations of Conflicts from Council Members and Mayor.

C. CONSENT AGENDA:

1. Review and possible approval of City Expenditures from December 2023 and January 2024.

D. CITY DEPARTMENT REPORTS

1. Ash Creek Special Services District Representative
2. Hurricane Valley Fire District Representative – Merlin Spendlove
3. Planning Commission Chair – Stacey Eaton
4. City Manager – Afton Moore
5. City Attorney – Matt Ekins

E. PUBLIC FORUM:

Limit three (3) minutes per person; please address the microphone and state full name and address. Please note there will be no response by any city official during this time. For specific questions, please contact staff directly.

F. BUSINESS:

1. **Oath of Office** for Public Safety Director Jason Leavitt.
2. **Discussion and possible action** on a supplemental agreement in the amount of \$252,113.03 amending Stanley Consultants Construction Engineering Management Agreement for the Toquerville Parkway project.
3. **Discussion and possible action** on approving a change order in the amount of \$113,984.00 from Landmark Engineering for materials testing on the Toquerville Parkway project.
4. **Discussion and possible action** on approving a change order #4 in the amount of \$416,250.00 from JP Excavating to address slope grading on Westfield Road on the Toquerville Parkway project Package A.
5. **Discussion and possible action** on approving a change order #5 in the amount of \$266,585.00 from JP Excavating to address utility conflicts on the Toquerville Parkway project Package B.

6. **Discussion and possible ratification of a motion made** on Resolution 2023.22 – A resolution for the creation of Boulder Ridge Public Infrastructure District Nos. 1 and 2 and to reset the 10-day filing date.
7. **Discussion and possible action** on Ordinance 2024.XX – Grading Ordinance amending and restating Toquerville City Code 10-18B to modify the grading process.

G. CALENDAR OF EVENTS:

1. Community Readiness Meeting – Thursday, April 11th, 2024, at Town Hall 7:00 PM
2. Spring Social – Wednesday, April 24th, 2024, at Center Street Park 6:00 PM
3. 4th of July Celebration – Thursday, July 4th, 2024, at Center Street Park 7:30 AM

H. CLOSED SESSION: *(if needed)*

I. ADJOURN:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office 435.635.1094, at least 48 hours in advance. This Agenda will be posted on the State website at <http://pmn.utah.gov>, posted on the Toquerville City website at www.toquerville.org and posted at the City Office Building at 212 N Toquer Blvd. Posted April 2, 2024, by Toquerville City Recorder, Daisy Fuentes.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE



**TOQUERVILLE CITY
RESOLUTION 2024.09
Annual Meeting Schedule**

WHEREAS, the Toquerville City Council has approved Ordinance 2023.23 addressing regularly scheduled city meetings.
NOW, THEREFORE, be it resolved by the City Council of Toquerville City, Utah that the annual city meeting schedule has been amended to the following:

2024 ANNUAL MEETING SCHEDULE – TOQUERVILLE CITY, UT

All meetings listed below shall be held at Toquerville City Hall located at 212 N. Toquer Blvd. Toquerville, UT 84774 unless indicated otherwise.

CITY COUNCIL MEETINGS for the 2024 calendar year are scheduled on the 1st Wednesday and 3rd Wednesday of each month at 6:00 p.m. as follows, unless otherwise indicated:

Regular Business Meeting	
January 3	July 3
January 17	July 17
February 7	August 7
February 21	August 21
March 6	September 4
March 20	September 18
April 3	October 2
April 17	October 16
May 1	November 6
May 15	November 20
June 5	December 4
June 20	December 18

PLANNING COMMISSION MEETINGS for the 2024 calendar year are scheduled on the 2nd Wednesday and 4th Wednesday of each month at 6:00 p.m., as follows, unless otherwise indicated:

January 10	July 23
February 13	August 14
March 13	August 28
March 27	September 11
April 10	September 25
April 23	October 9
May 8	October 23
May 22	November 13
June 12	November 27
June 26	December 11
July 10	December 24

THE PUBLIC IS INVITED TO ATTEND ALL PUBLIC CITY MEETINGS. Anyone needing special accommodations (including auxiliary communicative aids and services) during such meetings should notify the City Recorder at the Toquerville City Office. Contact phone number of 435-635-1094, at least 24 hours in advance.

REPEALER. This resolution shall repeal and supersede all prior ordinances and resolutions governing the same.

SAVINGS CLAUSE: If any provision or clause in this resolution or the application thereof to any person or entity or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses, or applications hereof which can be implemented without the invalid provision, clause, or application hereof, and to this end the provisions and clauses of this resolution are declared to be severable.

EFFECTIVE DATE. This resolution shall take effect immediately upon approved by City Council.

ADOPTED BY THE TOQUERVILLE CITY COUNCIL, STATE OF UTAH, ON THIS 21 DAY OF February 2024, ON THE FOLLOWING VOTE.

Gary Chaves
John 'Chuck' Williams
Joey Campbell
Todd Sands
Wayne Olsen

AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>
AYE	<input type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input checked="" type="checkbox"/>
AYE	<input type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input checked="" type="checkbox"/>
AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>
AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>

Approved By: _____

Justin Sip, Mayor

Attested By: _____

Daisy Fuentes, City Recorder



EXHIBIT B

GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR
BOULDER RIDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 & 2
TOQUERVILLE CITY, UTAH**

Prepared
by
Snow Jensen & Reece, P.C.
912 West 1600 South, Suite B-200
St. George, Utah
April 3, 2024

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EXHIBIT A	Legal Descriptions of the Initial Boundaries
EXHIBIT B	Initial District Boundary Maps
EXHIBIT C	Interlocal Agreement between the District and Toquerville City

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only if they deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will levy taxes to finance part or all of the Public Improvements that will serve the anticipated inhabitants and taxpayers in the Project. The Districts may, at their option, pledge tax revenues to an interlocal entity that provides part or all of the Public Improvements. The primary purpose of the Districts will be to finance or help finance the construction of the Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Need for the Districts.

There are currently no other governmental entities, including the City, 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 the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts' Governing Document.

The City's objective in approving the Governing Document for the Districts is to authorize the Districts 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 Districts or an entity to which the Districts have pledged tax revenues. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide the Public Improvements associated with Project and regional needs. Although the Districts have authority to directly provide the Public Improvements, the Districts also have authority to pledge tax revenues to an interlocal entity that provides the Public Improvements.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The Districts are hereby authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments, or 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. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear 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. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

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 which is approved by the City for annexation into a District upon the meeting of certain requirements stated in this Governing Document; for each District, the Annexation Area Boundaries are the entirety of the District Area.

Anticipated Units: means residential units which are approved by the City for development in a District and which are anticipated for sale or long-term lease as permanent residences (not including short-term rental or resort units).

Assessment: means assessments levied in an assessment area created within a District.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Board: means the board of trustees of a District.

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

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

City: means Toquerville City, Utah.

City Code: means the Toquerville City Code, Utah.

City Council: means the City Council of Toquerville City, Utah.

District: means the Boulder Ridge Public Infrastructure District No. 1 or Boulder Ridge Public Infrastructure District No. 2.

District Area: means all the property within the Initial District Boundary Map for both Districts.

Fees: means any fee imposed by a District for administrative services provided by a District.

Financial Plan: means the financial plan described in Section VIII.

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

Governing Document: means this Governing Document for the Districts approved by the City Council.

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

Initial District Boundaries: means, for each District, the boundaries of the area shown in the Initial District Boundary Map for that District and as particularly described in **Exhibit A**.

Initial District Boundary Map: means, for each District, the map attached hereto as **Exhibit B**, describing the District's initial boundaries.

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

Maximum Debt Mill Levy: means the maximum mill levy a 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 on a particular property as set forth in Section VIII.D 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 underwriter, investment banker, or 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 and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly known as Boulder Ridge, the boundaries of which are within the Initial District Boundaries of the Districts.

PID Act: means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

Public Improvements: means a part or all of the public infrastructure that may be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the District as generally allowed in the Special District Act and the PID Act, to serve the future taxpayers and inhabitants of the District or the Project as determined by the Board or any interlocal agency created by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the Project and which may be financed pursuant to Section VII below.

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

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 a Board.

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

III. BOUNDARIES

The District Area, being the combined area of the Initial District Boundaries of both Districts includes approximately eighty (80) acres. Legal descriptions of each District's Initial District Boundaries are attached as **Exhibit A**. A map of each of the Initial District Boundaries, including a vicinity map, is attached hereto as **Exhibit B**. The Annexation Area of each District is the District Area. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals within the Annexation Area pursuant to the PID Act, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately eighty (80) acres of undeveloped land. The current assessed valuation of the Initial District Boundaries 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 identified in this Governing Document or any of the exhibits attached thereto.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment.

Each District shall have the power and authority to provide the Public Improvements within and without the boundaries of that District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to any limitations set forth herein. Each District shall further have all power and authority as a “public agency” under the Interlocal Cooperation Act to enter into any interlocal agreement and to create any interlocal entity that may exercise any powers that may be exercised by a District.

1. Operations and Maintenance Limitation. The purpose of each District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. Each District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the applicable provisions of the City Code.

2. Construction Standards Limitation. Each District will design and construct the Public Improvements in accordance with the standards and specifications of the City. Each District will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Procurement. Each District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, a District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that the District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements (which may be a City surveyor or engineer).

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, a 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. Annexation and Withdrawal.

(a) Neither District shall include within any of its boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to each District's annexation of any area within the Annexation Area Boundaries into the District. A District may, by resolution, and without the prior written consent of the City, annex any property within the District Area if the District has the consent of all property owners and registered voters, if any, within the area to be annexed.

(b) The City, by resolution, has consented to the withdrawal of any area within the District Boundaries from a 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 and the passage of a resolution of the Board approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.5(a) and (b) shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. No District shall consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of that District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. A District may annex an area that is a part of another public infrastructure district only if the aggregate mill levy for payment of Debt of the overlapping area would not exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt Limitation. On or before the effective date of approval by the City of the Interlocal Agreement provided in **Exhibit C**, the Districts 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 Assessments used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The Districts shall not in aggregate issue Debt in excess of Seven Million and Five Hundred Thousand Dollars (\$7,500,000). This amount excludes any portion of bonds issued to refund a prior issuance of Debt by the Districts. In addition, this limitation does not apply to a District's pledge of its property tax revenues to the Debt of the other District. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

9. 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 17B-2a-1204(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 be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Eminent Domain. The Districts shall not exercise eminent domain or utilize any funds of the Districts to support any eminent domain action or proceeding unless (i) the public improvements for which eminent domain is proposed are specifically approved under the Interlocal Agreement or a Development Agreement, or a separate agreement of the City and (ii) their location complies with a master infrastructure plan or similar plan of the City or the applicable service provider.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable each District to provide required improvements and facilities under evolving circumstances without the need for amendments. Actions of a District which clearly violate the limitations set forth in V.A.1-9 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City and each District affected by such amendment.

B. Preliminary Engineering Survey.

Each District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed,

relocated, redeveloped, maintained or financed will be prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board of each District shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of six years; Trustee 2 shall serve an initial term of four years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Reappointment. Upon the expiration of a Trustee's respective term, the seat shall be appointed by the City Council pursuant to the PID Act. If a Trustee's term will expire within two years of the District's first annexation, the City Council will re-appoint the Trustee(s) for an additional term. In the event that no qualified candidate files to be considered for appointment for a seat, such seat may be filled in accordance with the Local District Act.

C. Transition to Elected Board. For each District in which Anticipated Units are developed, respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.
2. Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 70% of the Anticipated Units have received certificates of occupancy.
3. Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy.

No transition pursuant to this Section on the basis of the number of building permits issued shall become effective until the next scheduled regular election of the District. Seats set to transition on January 1 of a given year shall hold an election for such seats at the regular election immediately preceding such January 1.

D. Vacancy. Any vacancy on a Board shall be filled pursuant to the Special District Act and in accordance with the PID Act.

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

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to facilitate or provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements. Regional Improvements may include roadways, utility connections in said roadways, and any other such public improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District or an interlocal entity to which the District has pledged its revenues. 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, Assessments and other legally available revenues, or in the alternative, at the District's option, to pledge revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues to an interlocal entity that will issue such Debt as can be reasonably be paid. If the District issues Debt, the total Debt that the District shall be permitted to issue shall not exceed Seven Million and Five Hundred Thousand Dollars (\$7,500,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine 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. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted 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 eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, if issued by the District, 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 upon the taxable property within the District for payment of Limited Tax Debt shall be **0.005 per dollar or five (5) mills**; provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Any bond issued by the District shall mature within thirty (30) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of the District’s bonds after a period exceeding forty (40) years from the date of issuance of 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 District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), 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.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of any 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 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 Two Hundred and Fifty Thousand Dollars (\$250,000), 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 operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel.

It is the intent of the City that 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 the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.

IX. ANNUAL REPORT

A. General.

The District shall submit an annual report to the City Manager's Office no later than July 1st of each year following the year in which the District was created.

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 Creating Entity upon request);
3. Names and terms of Board members and officers;
4. District office contact information;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;
12. Audit of the District's financial statements, for the year ending December 31 of the previous year;
13. Notice of any uncured events of default by the District, which continue beyond a ninety (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 ninety (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 in the appropriate District Court 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. Further, in no event shall a dissolution occur until the District has satisfied all contractual obligations, including but not limited to any pledge of tax revenues to an interlocal entity.

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 Washington County. Such notice shall (a) contain a description of the Initial 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 filled with the City.

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

- (1) All of the information in the first paragraph of this Article 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, each \$100,000.00 of taxable value of a given property would have an **additional annual property tax of \$500** 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, relating to the limitations imposed on the Districts’ activities, is attached hereto as **Exhibit C**. Each District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its organizational election. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public hearing approving the Governing Document.

XIII. CONCLUSION

The creation of the Districts are in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions of the Initial District Boundaries

BOULDER RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 TOQUERVILLE, UTAH

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22. AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S.89°47'46"E. A DISTANCE OF 60.87 FEET TO A POINT OF CURVATURE OF A 550.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°25'57" AND A CHORD THAT BEARS S.72°04'48"E. A DISTANCE OF 334.73 FEET; THENCE N.35°38'11"E. A DISTANCE OF 214.70 FEET; THENCE N.88°53'28"E. A DISTANCE OF 334.00 FEET; THENCE N.82°58'33"E. A DISTANCE OF 53.54 FEET; THENCE N.78°46'32"E. A DISTANCE OF 403.45 FEET; THENCE N.00°08'11"W. A DISTANCE OF 1155.32 FEET TO THE SOUTH SIXTEENTH LINE OF SAID SECTION 22; THENCE S.89°48'54"E. A DISTANCE OF 33.00 FEET ALONG SAID SOUTH SIXTEENTH LINE; THENCE S.00°08'11"E. A DISTANCE OF 1322.73 FEET; THENCE S.00°04'52"W. A DISTANCE OF 327.69 FEET; THENCE N.88°53'28"E. A DISTANCE OF 81.74 FEET TO A POINT OF CURVATURE OF A 210.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 39°13'57" AND A CHORD THAT BEARS S.71°29'34"E. A DISTANCE OF 141.00 FEET; THENCE S.51°52'36"E. A DISTANCE OF 102.38 FEET TO A POINT ON AN EXISTING FENCE LINE MARKING THE WESTERLY RIGHT OF WAY OF INTERSTATE 15, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 1096.28-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 217.88 FEET ALONG SAID FENCE LINE, SAID CURVE HAVING A RADIAL BEARING OF N.53°11'00"W., A CENTRAL ANGLE OF 11°23'14" AND A CHORD THAT BEARS S.42°30'37"W. A DISTANCE OF 217.52 FEET; THENCE S.48°24'12"W. A DISTANCE OF 315.48 FEET ALONG SAID FENCE LINE TO A POINT OF CURVATURE OF A 1960.08-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 349.33 FEET ALONG SAID FENCE LINE, SAID CURVE HAVING A CENTRAL ANGLE OF 10°12'41" AND A CHORD THAT BEARS S.43°17'52"W. A DISTANCE OF 348.86 FEET; THENCE S.38°11'32"W. A DISTANCE OF 332.96 FEET ALONG SAID FENCE LINE TO THE NORTH SIXTEENTH LINE OF SAID SECTION 27; THENCE N.89°50'48"W. A DISTANCE OF 791.22 FEET ALONG SAID

NORTH SIXTEENTH LINE TO THE WEST SECTION LINE OF SAID SECTION 27;
THENCE N.00°07'59"E. A DISTANCE OF 1322.02 FEET ALONG SAID WEST SECTION
LINE TO THE POINT OF BEGINNING.
CONTAINING 40.37 ACRES.

**BOULDER RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2
TOQUERVILLE, UTAH**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22. AND
THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 13
WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT
BEING THE TRUE POINT OF BEGINNING;

THENCE N.00°04'34"W. A DISTANCE OF 1322.30 ALONG THE WEST SECTION LINE OF
SAID SECTION 22 TO THE SOUTH SIXTEENTH LINE OF SAID SECTION 22; THENCE
S.89°48'54"E. A DISTANCE OF 1286.29 FEET ALONG SAID SOUTH SIXTEENTH LINE;
THENCE S.00°08'11"E. A DISTANCE OF 1155.32 FEET; THENCE S.78°46'32"W. A
DISTANCE OF 403.45 FEET; THENCE S.82°58'33"W. A DISTANCE OF 53.54 FEET;
THENCE S.88°53'28"W. A DISTANCE OF 334.00 FEET; THENCE S.35°38'11"W. A
DISTANCE OF 214.70 FEET TO A POINT OF CURVATURE OF A 550.00-FOOT NON-
TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF
SAID CURVE A DISTANCE OF 340.13 FEET, SAID CURVE HAVING A RADIAL
BEARING OF S.35°38'11"W., A CENTRAL ANGLE OF 35°25'57" AND A CHORD THAT
BEARS N.72°04'48"W. A DISTANCE OF 334.73 FEET; THENCE N.89°47'46"W. A
DISTANCE OF 60.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.50 ACRES.

INITIAL DISTRICT BOUNDARY MAPS

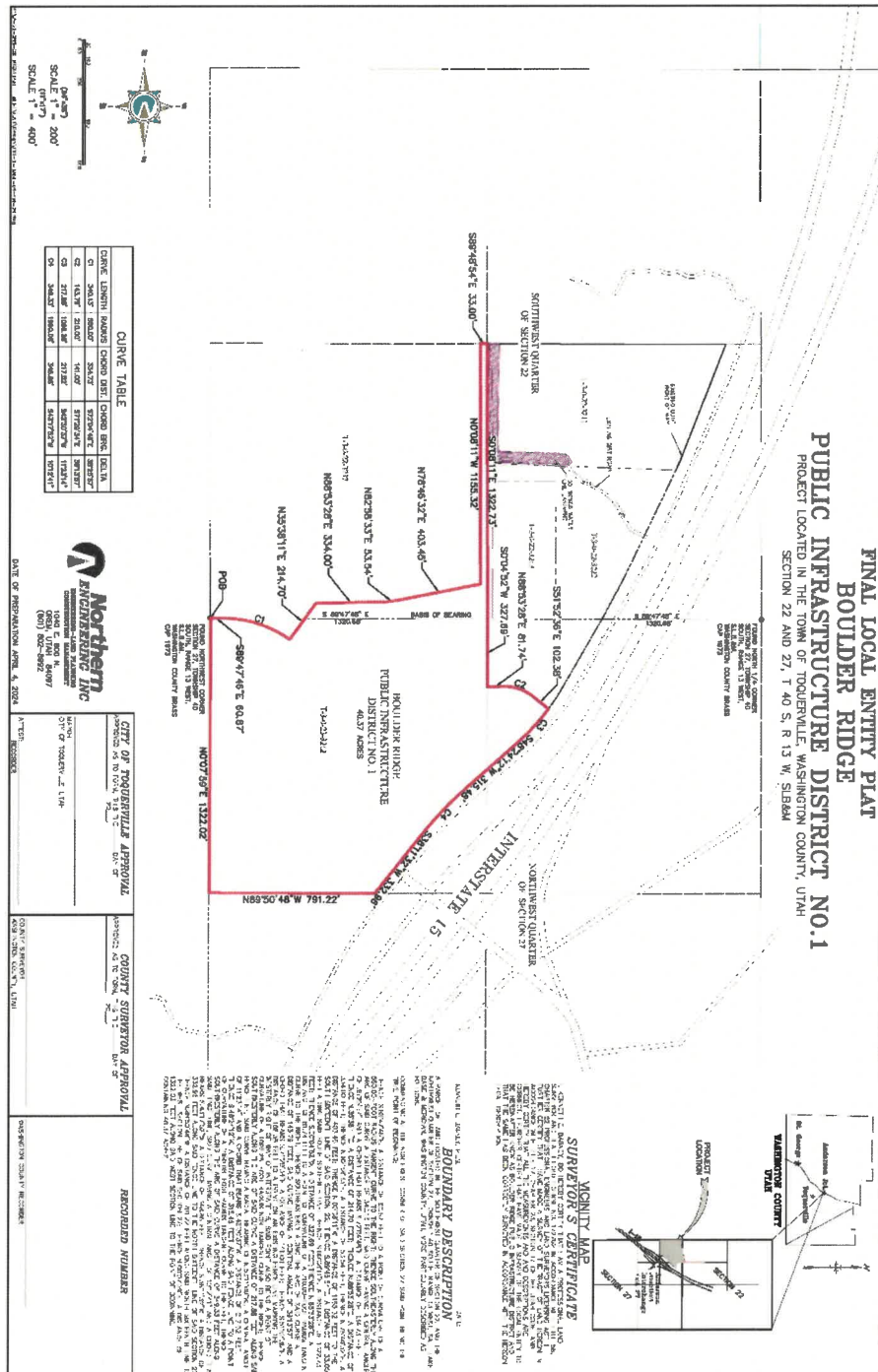


EXHIBIT C

Interlocal Agreement between the District and Toquerville City

INTERLOCAL AGREEMENT BETWEEN

TOQUERVILLE CITY, UTAH

AND

BOULDER RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. ____

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between Toquerville City, Utah, a municipal corporation of the State of Utah (“City”), and BOULDER RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. ____, 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 organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on April 3, 2024 (“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. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto.

All parks and trails owned by the District shall be open to the general public and Non-District City residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. 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. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Issuance of Privately Placed Debt. 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.

4. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the District's annexation of any area within the Annexation Area Boundaries into the District. The District may, by resolution, and without the prior written consent of the City, annex any property within the District Area if the District has the consent of all property owners and registered voters, if any, within the area to be annexed. The City agrees that the intent of this Paragraph and the Governing Document is to allow the District to unilaterally annex any area within the Annexation Area Boundaries at the District's sole discretion, and the City agrees that if the District's unilateral annexation fails or would be unsatisfactory in the District's opinion, the City agrees to cooperate and perform all necessary actions to accomplish the District's intended annexation, including but not limited to adopting a resolution under 17B-2a-1204(3)(a) that mirrors the District's resolution to annex the property within the Annexation Area Boundaries.

5. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District. The District may annex an area that is a part of another public infrastructure district only if the aggregate mill levy for payment of Debt of the overlapping area would not exceed the Maximum Debt Mill Levy of the District.

6. Initial Debt. On or before the effective date of approval by the City of this Interlocal Agreement, 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 fees used for the purpose of repayment of Debt.

7. Total Debt Issuance. The District shall not issue Debt in excess of Seven Million and Five Hundred Thousand Dollars (\$7,500,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. In addition, this limitation does not apply to a District's pledge of its property tax revenues to the Debt of the other District. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the

amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

8. Bankruptcy. All of the limitations contained in the 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 17B-2a-1204(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 be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

9. 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 in the appropriate District Court 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. Further, in no event shall a dissolution occur until the District has satisfied all contractual obligations, including but not limited to any pledge of tax revenues to an interlocal entity.

10. 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 Washington County. Such notice shall (a) contain a description of the Initial 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.

11. Eminent Domain. The District shall not exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding unless (i) the public improvements for which eminent domain is proposed are specifically approved under this Agreement, a Development Agreement, or separate agreement of the City and (ii) their location complies with a master infrastructure plan or similar plan of the City or the applicable service provider.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material violations of the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager's Office no later than 180 days following the end of each year, beginning the year after the District was created, containing the information set forth in Section VIII of the Governing Document.

14. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

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 five (5) mills; provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty (30) 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 date of issuance of 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: Boulder Ridge Public Infrastructure District No.

253 W. 1480 South
Attn: Jerry Eves
Phone: (435) 773-8187

With a copy to:
Snow Jensen & Reece, PC
912 W. 1600 S., Ste. B200
St. George, UT 84770
Attn: Matthew J. Ence

To the City: Toquerville City
212 N. Toquerville Boulevard
Toquerville, UT 84774
Attn: Mayor Justin Sip
Phone: (435) 635-1094

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 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. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

22. 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.

23. Integration. This Agreement 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.

24. Parties Interested Herein. There are no third-party beneficiaries to this Agreement. 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.

25. 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.

26. 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.

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

28. 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

BOULDER RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. ____

By: _____
Chair

Attest:

Secretary

TOQUERVILLE CITY, UTAH

By: _____
Justin Sip, Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICES OF BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

C-2

EXHIBIT “A” TO NOTICE OF BOUNDARY ACTION

**Copy of the Creation Resolution
Boulder Ridge Public Infrastructure District No. 1**

EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION

Final Local Entity Plat and legal description Boulder Ridge Public Infrastructure District No. 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22. AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S.89°47'46"E. A DISTANCE OF 60.87 FEET TO A POINT OF CURVATURE OF A 550.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°25'57" AND A CHORD THAT BEARS S.72°04'48"E. A DISTANCE OF 334.73 FEET; THENCE N.35°38'11"E. A DISTANCE OF 214.70 FEET; THENCE N.88°53'28"E. A DISTANCE OF 334.00 FEET; THENCE N.82°58'33"E. A DISTANCE OF 53.54 FEET; THENCE N.78°46'32"E. A DISTANCE OF 403.45 FEET; THENCE N.00°08'11"W. A DISTANCE OF 1155.32 FEET TO THE SOUTH SIXTEENTH LINE OF SAID SECTION 22; THENCE S.89°48'54"E. A DISTANCE OF 33.00 FEET ALONG SAID SOUTH SIXTEENTH LINE; THENCE S.00°08'11"E. A DISTANCE OF 1322.73 FEET; THENCE S.00°04'52"W. A DISTANCE OF 327.69 FEET; THENCE N.88°53'28"E. A DISTANCE OF 81.74 FEET TO A POINT OF CURVATURE OF A 210.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 39°13'57" AND A CHORD THAT BEARS S.71°29'34"E. A DISTANCE OF 141.00 FEET; THENCE S.51°52'36"E. A DISTANCE OF 102.38 FEET TO A POINT ON AN EXISTING FENCE LINE MARKING THE WESTERLY RIGHT OF WAY OF INTERSTATE 15, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 1096.28-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 217.88 FEET ALONG SAID FENCE LINE, SAID CURVE HAVING A RADIAL BEARING OF N.53°11'00"W., A CENTRAL ANGLE OF 11°23'14" AND A CHORD THAT BEARS S.42°30'37"W. A DISTANCE OF 217.52 FEET; THENCE S.48°24'12"W. A DISTANCE OF 315.48 FEET ALONG SAID FENCE LINE TO A POINT OF CURVATURE OF A 1960.08-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 349.33 FEET ALONG SAID FENCE LINE, SAID CURVE HAVING A CENTRAL ANGLE OF 10°12'41" AND A CHORD THAT BEARS S.43°17'52"W. A DISTANCE OF 348.86 FEET; THENCE S.38°11'32"W. A DISTANCE OF 332.96 FEET ALONG SAID FENCE LINE TO THE NORTH SIXTEENTH LINE OF SAID SECTION 27; THENCE N.89°50'48"W. A DISTANCE OF 791.22 FEET ALONG SAID NORTH SIXTEENTH LINE TO THE WEST SECTION LINE OF SAID SECTION 27; THENCE N.00°07'59"E. A DISTANCE OF 1322.02 FEET ALONG SAID WEST SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 40.37 ACRES.

NOTICE OF IMPENDING BOUNDARY ACTION
(Boulder Ridge Public Infrastructure District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of the City of Toquerville, Utah (the “Council”), acting in its capacity as the creating entity for the Boulder Ridge Public Infrastructure District No. 2 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on April 3, 2024, adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, 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 Surveyor of Washington County, Utah, and legal description thereof, are 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 personnel.

WHEREFORE, the 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 effective April 3, 2024.

**CITY COUNCIL, THE CITY OF TOQUERVILLE,
UTAH,
acting in its capacity as the creating authority for
Boulder Ridge Public Infrastructure District No. 2**

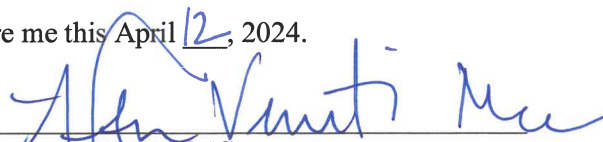
By: 

AUTHORIZED
REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF WASHINGTON)

SUBSCRIBED AND SWORN to before me this April 12, 2024.



NOTARY PUBLIC



EXHIBIT “A” TO NOTICE OF BOUNDARY ACTION

**Copy of the Creation Resolution
Boulder Ridge Public Infrastructure District No. 2**

EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION

Final Local Entity Plat and legal description Boulder Ridge Public Infrastructure District No. 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22. AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N.00°04'34"W. A DISTANCE OF 1322.30 ALONG THE WEST SECTION LINE OF SAID SECTION 22 TO THE SOUTH SIXTEENTH LINE OF SAID SECTION 22; THENCE S.89°48'54"E. A DISTANCE OF 1286.29 FEET ALONG SAID SOUTH SIXTEENTH LINE; THENCE S.00°08'11"E. A DISTANCE OF 1155.32 FEET; THENCE S.78°46'32"W. A DISTANCE OF 403.45 FEET; THENCE S.82°58'33"W. A DISTANCE OF 53.54 FEET; THENCE S.88°53'28"W. A DISTANCE OF 334.00 FEET; THENCE S.35°38'11"W. A DISTANCE OF 214.70 FEET TO A POINT OF CURVATURE OF A 550.00-FOOT NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.13 FEET, SAID CURVE HAVING A RADIAL BEARING OF S.35°38'11"W., A CENTRAL ANGLE OF 35°25'57" AND A CHORD THAT BEARS N.72°04'48"W. A DISTANCE OF 334.73 FEET; THENCE N.89°47'46"W. A DISTANCE OF 60.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.50 ACRES.