



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF INCORPORATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of incorporation for the SC PUBLIC INFRASTRUCTURE DISTRICT NO. 1 located in SALEM CITY, dated SEPTEMBER 14, 2026 complying with §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of incorporation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SC PUBLIC INFRASTRUCTURE DISTRICT NO. 1, located in UTAH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 24th day of SEPTEMBER, 2026 at Salt Lake City, Utah.



A handwritten signature in black ink, reading "Deidre M. Henderson", is positioned to the right of the Great Seal of the State of Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

NOTICE OF IMPENDING BOUNDARY ACTION
(SC Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Salem City, Utah (the "Council"), acting in its capacity as the creating entity for the SC Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on September 2, 2026 adopted a *Resolution Providing for the Creation of a 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 Surveyor of Utah County, Utah, 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 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 this 2nd day of September 2026.

CITY COUNCIL OF THE CITY OF SALEM, UTAH,
acting in its capacity as the creating authority for the
SC Public Infrastructure District No. 1,

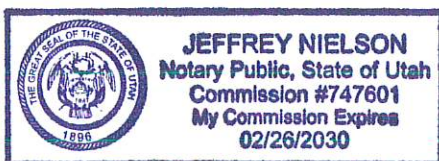
By: Cristy Simons
AUTHORIZED
REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this 2nd day of

September, 2026.



[Signature]
NOTARY PUBLIC

Legal Descriptions

INITIAL DISTRICT BOUNDARIES LEGAL DESCRIPTION

SC PUBLIC INFRASTRUCTURE DISTRICT NOS. 1

District No. 1

(WEST AREA) BEGINNING AT A POINT WHICH LIES SOUTH 00° 52' 18" EAST ALONG THE SECTION LINE 257.03 FEET AND DUE WEST 720.08 FEET FROM THE EAST 1/4 CORNER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 77° 51' 00" WEST 426.21 FEET; THENCE NORTH 21° 44' 35" WEST 16.58 FEET; THENCE SOUTH 78° 15' 00" WEST 494.05 FEET; THENCE SOUTH 21° 44' 35" EAST 21.23 FEET; THENCE SOUTH 77° 51' 00" WEST 391.65 FEET; THENCE NORTH 22° 05' 02" WEST 1056.02 FEET; THENCE NORTH 67° 42' 00" EAST 764.58 FEET; THENCE SOUTH 00° 46' 35" WEST 0.87 FEET; THENCE NORTH 68° 09' 35" EAST 328.60 FEET; THENCE NORTH 67° 14' 06" EAST 155.13 FEET; THENCE NORTH 66° 40' 44" EAST 107.91 FEET; THENCE SOUTH 20° 45' 00" EAST 0.97 FEET; THENCE NORTH 66° 40' 44" EAST 130.20 FEET; THENCE NORTH 66° 40' 39" EAST 155.68 FEET; THENCE NORTH 60° 43' 39" EAST 33.99 FEET; THENCE NORTH 60° 42' 26" EAST 26.43 FEET; THENCE NORTH 64° 04' 11" EAST 164.01 FEET; THENCE NORTH 66° 28' 22" EAST 137.29 FEET; THENCE NORTH 66° 32' 32" EAST 4.01 FEET; THENCE SOUTH 21° 30' 00" EAST 729.95 FEET; THENCE SOUTH 69° 19' 46" WEST 702.57 FEET; THENCE SOUTH 20° 31' 00" EAST 602.36 FEET TO THE POINT OF BEGINNING. CONTAINING 2,015,415 SQUARE FEET OR 46.27 ACRES.

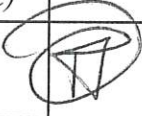
(EAST AREA) BEGINNING AT A POINT WHICH LIES NORTH 00° 37' 24" WEST ALONG THE SECTION LINE 1465.73 FEET AND DUE EAST 89.17 FEET FROM THE WEST 1/4 CORNER OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 21° 15' 00" WEST 0.93 FEET; THENCE NORTH 69° 15' 00" EAST 343.20 FEET; THENCE SOUTH 22° 15' 00" EAST 15.56 FEET; THENCE NORTH 69° 15' 00" EAST 332.23 FEET; THENCE NORTH 22° 30' 04" WEST 18.04 FEET; THENCE NORTH 69° 35' 54" EAST 347.81 FEET; THENCE SOUTH 22° 05' 34" EAST 712.20 FEET; THENCE NORTH 68° 41' 21" EAST 331.54 FEET; THENCE SOUTH 21° 43' 19" EAST 701.14 FEET; THENCE SOUTH 74° 36' 50" WEST 234.90 FEET; THENCE SOUTH 76° 38' 44" WEST 163.74 FEET; THENCE SOUTH 10° 39' 06" EAST 297.99 FEET; THENCE SOUTH 78° 21' 11" WEST 56.00 FEET; THENCE NORTH 10° 39' 06" WEST 296.33 FEET; THENCE SOUTH 72° 51' 03" WEST 75.15 FEET; THENCE SOUTH 72° 52' 14" WEST 75.02 FEET; THENCE SOUTH 74° 34' 53" WEST 59.70 FEET; THENCE NORTH 23° 03' 08" WEST 2.70 FEET; THENCE SOUTH 68° 30' 00" WEST 100.42 FEET; THENCE NORTH 11° 36' 08" WEST 11.72 FEET; THENCE SOUTH 70° 06' 00" WEST 127.44 FEET; THENCE SOUTH 70° 06' 00" WEST 21.08 FEET; THENCE SOUTH 11° 03' 32" EAST 9.93 FEET; THENCE SOUTH 68° 38' 39" WEST 50.64 FEET; THENCE SOUTH 64° 21' 50" WEST 34.21 FEET; THENCE SOUTH 54° 38' 25" WEST 7.49 FEET; THENCE NORTH 20° 45' 00" WEST 627.90 FEET; THENCE SOUTH 68° 30' 00" WEST 374.99 FEET; THENCE NORTH 21° 15' 00" WEST 720.24 FEET TO THE POINT OF BEGINNING. CONTAINING 1,394,656 SQUARE FEET OR 32.02 ACRES.

EXHIBIT "A" TO NOTICE OF BOUNDARY ACTION

Copy of the Creation Resolution

RESOLUTION No. 090226B

ROLL CALL

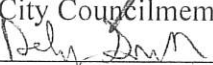
VOTING	YES	NO
CRISTY SIMONS <i>Mayor (votes only in case of tie)</i>		
TIM De GRAW <i>Council member</i>		
DLYS SNYDER <i>Council member</i>		
CRAIG SACCO <i>Council member</i>		
CYNTHIA DEVERAUX REES <i>Council member</i>		
PAUL TAYLOR <i>Council member</i>		

COPY

I MOVE this resolution be adopted:


City Councilmember

I SECOND the foregoing motion:


City Councilmember

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:

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF SALEM, UTAH (THE "CITY"), RATIFYING THE CREATION OF SC PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2 (THE "DISTRICTS") EACH AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

RESOLUTION 090226B

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WHEREAS, a petition (the "Petition") was previously filed with the City requesting adoption by resolution the approval of the creation of public infrastructure districts 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 - Local 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 the Districts may annex into without further approval or hearings of the City or the Council, as further described in Governing Document Exhibits A and C (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, on July 15, 2026 the City previously adopted a resolution authorizing the creation of the Districts (the "Original Resolution"); and

WHEREAS, the time to submit the Original Resolution to the Office of the Lieutenant Governor has lapsed, and the petitioners desire the City to ratify such creation; 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, it is necessary to ratify 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 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 and an Interlocal Agreement between the City and the Districts, attached to the Governing Document as Governing Document Exhibit D; and

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 Notice") and Final Local Entity Plats attached thereto as Boundary Notice Exhibit B (the "Plat").

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

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.

Creation of the Districts as separate entities from the City in accordance with the Governing Document and the Act is hereby ratified and approved. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

Pursuant to the terms of the PID Act, the Council does hereby ratify approval the annexation of any area within the Annexation Area Boundaries into the Districts without any further action of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

The Council does hereby ratify the authorization of the Districts to provide services relating to the financing and construction of public infrastructure, including 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.

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.

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

The initial members of the Board of Trustees of the Districts are named in the Governing Document as follows:

Trustee 1 – Dave Morton, for an initial 6-year term;

Trustee 2 – Brook Anderson, for an initial 4-year term; and

Trustee 3 – Keaton Morton, for an initial 6-year term.

Such terms shall commence on the date of issuance of a Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

The Council does hereby authorize the Mayor or a Councilperson to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

Prior to certification of the creation of the Districts, the Council does hereby authorize the Mayor, a Councilperson, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice 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.

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

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.

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

This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Salem City, Utah, this September 2, 2026.

SALEM CITY, UTAH

By: *Cristy Simon*
Mayor

ATTEST:

By: *[Signature]*
City Recorder

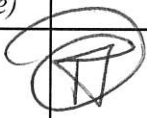


EXHIBIT "B" TO NOTICES OF BOUNDARY ACTION

Final Local Entity Plats

RESOLUTION No. 090226B

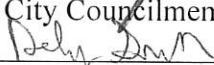
ROLL CALL

VOTING	YES	NO
CRISTY SIMONS <i>Mayor (votes only in case of tie)</i>		
TIM De GRAW <i>Council member</i>		
DLYS SNYDER <i>Council member</i>		
CRAIG SACCO <i>Council member</i>		
CYNTHIA DEVERAUX REES <i>Council member</i>		
PAUL TAYLOR <i>Council member</i>		

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WHEREAS, on July 15, 2026 the City previously adopted a resolution authorizing the creation of the Districts (the "Original Resolution"); and

WHEREAS, the time to submit the Original Resolution to the Office of the Lieutenant Governor has lapsed, and the petitioners desire the City to ratify such creation; 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, it is necessary to ratify 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 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 and an Interlocal Agreement between the City and the Districts, attached to the Governing Document as Governing Document Exhibit D; and

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The Council does hereby ratify the authorization of the Districts to provide services relating to the financing and construction of public infrastructure, including 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.

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.

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

The initial members of the Board of Trustees of the Districts are named in the Governing Document as follows:

Trustee 1 – Dave Morton, for an initial 6-year term;

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Trustee 3 – Keaton Morton, for an initial 6-year term.

Such terms shall commence on the date of issuance of a Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

The Council does hereby authorize the Mayor or a Councilperson to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

Prior to certification of the creation of the Districts, the Council does hereby authorize the Mayor, a Councilperson, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice 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.

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

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.

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

This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Salem City, Utah, this September 2, 2026.

SALEM CITY, UTAH

By: *Cristy Semmens*
Mayor

ATTEST:

By: *[Signature]*
City Recorder



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Jeffrey D. Nielson, the undersigned duly qualified and acting City Recorder of the City of Salem, 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 September 2, 2026, commencing at the hour of 7:00 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 September 2, 2026.



By: 
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jeffrey D. Nielson, the undersigned City Recorder of the City of Salem, Utah (the "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 September 2, 2026, 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 2026 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 September 2, 2026.

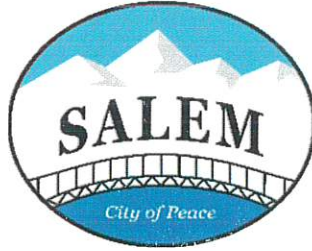


By: _____

Jeffrey D. Nielson

SCHEDULE 1

NOTICE OF MEETING AND AGENDA



Salem City Council Meeting will also be held electronically, using the Zoom program.

If you would like to participate, please call the city offices (801-423-2770) or email (salemcity@salemcity.org) before 5:00 p.m. on Wednesday, September 2nd to request the link.

DATE: September 2, 2026 (City Council Chamber 30 West 100 South)

6:30 p.m. WORK SESSION

1. Road Impact Fee Discussion
2. Agenda Item Discussion

7:00 p.m. AGENDA – REGULAR COUNCIL MEETING

1. Volunteer Motivational/Inspirational Message
2. Invitation to Say Pledge of Allegiance
3. Youth Council Report
4. SF / Salem Chamber Report
5. Swearing in of Officer Cole Archuleta
6. DECISION: A Resolution Honoring First Responders, Commemorating the 25th Anniversary of September 11, 2001, Celebrating the Semi quincentennial of the United States, and Designating September 6-12, 2026, as First Responders Week in Salem City
7. DECISION: A Resolution of the City Council of the City of Salem, Utah, ratifying the Creation of SC Public Infrastructure District Nos. 1 and 2 each as an Independent Body Corporate and Politic; Authorizing and Approving a Governing Document and Interlocal Agreement; Approving an Annexation Area; Appointing Boards of Trustees; Authorizing other Documents in Connection therewith; and related matters.
8. DECISION: A Resolution Supporting the Drafting of an Amended Project Area Plan to Add Property into the Pony Express Inland Port Utah Inland Port Authority Project Area
9. DECISION: Crew Sense Software for Fire Department
10. DECISION: Loafer Soccer Restroom Change Order
11. DECISION: Salem Pond – Boat Dock Restroom
12. DECISION: Meeting Minutes – August 19, 2026
13. DECISION: Bills for Payment

DIRECTORS REPORTS

14. Matt Marziale, Manager
15. Chief Greg Gurney, Public Safety Dept.
16. Steve Cox, Building Director
17. Walter Bird, Attorney
18. Lisa Webster, City Planner
19. Jeffrey Nielson, Finance/Recorder
20. Adam Clements, Electrical Director
21. Bradey Wilde, Engineering Director

In compliance with the A.D.A., individuals needing special accommodations during this meeting should notify the Salem City Office at 30 W. 100 S. or call (801)423-2770 at least three working days prior to meeting.

- 22. John Bowcut, Fiber Director
- 23. Jen Wright, Recreation Director
- 24. James Thomas, Public Works Director

COUNCIL REPORTS

- 25. Mayor Cristy Simons
Finances/Budget, City Employees, Miss Salem, UMPA Report, Public Safety, Economic Development, UCCG, MAG, MPO
- 26. Councilperson Tim De Graw
ULCT, Fiber, Utah Lake Committee, Sewer Treatment Plant/Collections, Community Development, MAG Alt
- 27. Councilperson Cynthia Deveraux Rees
Library, Solid Waste/Recycling, Memorial Day, Pond Town Christmas, Kindness Creates Peace (Mt Loafer Elem)
- 28. Councilperson Paul Taylor
Public Works, Mt Nebo & SUVMWA, Kindness Creates Peace (Foothills Elementary), SUVSWD Alt, DRC Alternate, Emergency Preparedness, SUVPS Board Member
- 29. Councilperson Craig Sacco
Parks & Recreation, Youth Council, Emergency Preparedness, Kindness Creates Peace (Salem Elementary), SUVMWA Alt/Mt Nebo Water Alt
- 30. Councilperson Delys Snyder
SF/Salem Chamber of Commerce, Salem Business Network, DRC, UMPA Alt, Citizen Education
- 31. CLOSED SESSION -The Salem City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation; the purchase, exchange, or lease of real property or water; or to discuss the character, professional competence or physical or mental health of an individual as provided by Utah Code Annotated §52-4-205.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

Mayor
Kurt L. Christensen



Salem City Corporation

"City of Peace"

City Council
Tim De Graw
Kelly Peterson
Cynthia Deveraux Rees
Cristy Simons
Paul Y Taylor

SALEM CITY COUNCIL MEETING 2026

COUNCIL MEETINGS WILL BE HELD ON THE FIRST AND THIRD WEDNESDAYS OF EACH MONTH, EXCEPT FOR DECEMBER WHEN ONLY ONE MEETING WILL BE HELD. ALL COUNCIL MEETINGS WILL BEGIN AT 7:00 P.M. WITH WORK SESSIONS BEING HELD PRIOR TO THE REGULAR MEETINGS. THEY WILL BE HELD IN THE SALEM CITY OFFICE BUILDING, COUNCIL CHAMBERS, 30 WEST 100 SOUTH

CALENDAR

JANUARY 7, 2026
JANUARY 21, 2026

JULY 1, 2026
JULY 15, 2026

FEBRUARY 4, 2026
FEBRUARY 18, 2026

AUGUST 5, 2026
AUGUST 19, 2026

MARCH 4, 2026
MARCH 18, 2026

SEPTEMBER 2, 2026
SEPTEMBER 16, 2026

APRIL 1, 2026
APRIL 15, 2026

OCTOBER 7, 2026
OCTOBER 21, 2026

MAY 6, 2026
MAY 20, 2026

NOVEMBER 4, 2026
NOVEMBER 18, 2026

JUNE 3, 2026
JUNE 17, 2026

DECEMBER 9, 2026

JEFFREY D. NIELSON, CITY RECORDER

Approved on November 19, 2025

KURT L. CHRISTENSEN, MAYOR

30 West 100 South • P.O. Box 901 • Salem, UT 84653
Phone: 801-423-2770 • Fax: 801-423-2818 • SalemCity.org

Recorder - Jeffrey Nielson

Treasurer - Tammy M. Beck

Chief of Police - Brad S. James

EXHIBIT B
GOVERNING DOCUMENT

GOVERNING DOCUMENT
FOR
SC PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2
SALEM CITY, UTAH

July 15, 2026

Prepared by:
York Howell
Salt Lake City, Utah

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Salem City Vicinity Map
EXHIBIT C	Initial District Boundary Map and Annexation Area Boundary Map
EXHIBIT D	Interlocal Agreement between the District and Salem City
EXHIBIT E	Required Notice for Sales and Leasing Offices

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 insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these 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, located in the immediate vicinity of the Districts 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 are 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 this 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 one or more of the Districts. All Debt is expected to be repaid by taxes imposed and collected by each respective District 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 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 for the Public Improvements associated with development and regional needs. Although the Districts have authority to directly provide public improvements, the Districts also have the authority to pledge tax revenues to an interlocal entity that provides public improvements.

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

The Districts shall be 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 (or repaid from a combination of Assessments and a mill levy). It is the intent of this Governing Document to assure to the extent possible that, exclusive of Assessments, 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.

D. Applicability.

This Governing Document is not intended to and does not create any rights in favor of any party other than the City. The failure of the Districts to comply with any terms or conditions of this Governing Document shall not relieve any property owner of an obligation to pay taxes, Assessments, Fees other charges that are adopted or imposed 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 described in the Annexation Area Boundary Map which have been approved by the City for annexation into or withdrawal from one or more of the Districts upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation into or withdrawal from one or more of the Districts.

Approved Development Plan: means the Development Agreement for Salem Central adopted by resolution of the City on June 17, 2026 by and between the City and Kreate Development, LLC, a Utah limited liability company, as amended from time-to-time.

Assessment: means assessments levied in an assessment area created within a District pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

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.

Assessment Debt: means Bonds, for the payment of which the Districts have promised to collect Assessments.

Board: means the board of trustees of the Districts.

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, collect Assessments, and/or pledge any legally available revenues.

City: means Salem City, Utah.

City Code: means the City Code of Salem City, Utah.

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

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.

District: means any one of the SC Public Infrastructure Districts.

District Act: means, collectively, the PID Act and the Special District Act.

District No 1 (Residential): means SC Public Infrastructure District No. 1.

District No. 2 (Commercial): means SC Public Infrastructure District No. 2.

Districts: means collectively, District No. 1 and District No. 2.

District Area: for each District, means the property within the Initial District Boundary Map for that District, and the property within the Annexation Area Boundary Map.

Developer: means Kreate Development, LLC, and its affiliates and successors and assigns.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy and/or repayment of Assessments. By way of illustration, a 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.

Fees: means one or more fees imposed by the District for the payment of costs of administering the District, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(2)(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the Districts 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 in accordance with applicable state law.

Initial District Boundaries: For each District, means the boundaries of the area described for that District in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly 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 any of the Districts 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 for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: shall have the meaning ascribed to such term in the PID Act.

Net Proceeds: means the gross proceeds of the sale of Bonds, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or property commonly referred to as Salem Central.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act, as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Areas, as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act, including the following:

- **Sewer Improvements**: Sewer mains, lift stations, manholes, manhole linings, sewer cleanouts, laterals of various sizes, and related appurtenances.

- **Power Improvements:** Main power lines, switches, vaults, manholes, laterals of various sizes, conduit, and related electrical infrastructure and appurtenances.
- **Water Improvements:** Water mains, valves, tees, crosses, bends, thrust blocks, fire hydrants, blow-offs, laterals of various sizes, and related appurtenances.
- **Road and Roadway Improvements:** Rights-of-way, earthwork, grading, curb, gutter, sidewalks, street signage, centerline monuments, conduit crossings, street striping, streetlights, mailboxes, roadway pavement, and related roadway improvements.
- **Storm Drain Improvements:** Storm drain pipes, catch basins, junction boxes, inlets, culverts, cleanouts, trash racks, riprap, geotextile fabric, detention and retention facilities, and related drainage improvements.
- **Parking Improvements:** Surface, underground, and structured parking facilities, pavement, flatwork, lighting, striping, signage, access improvements, and related parking infrastructure.
- **Dry Utility and Communications Improvements:** Conduit, fiber, telecommunications infrastructure, utility vaults, sleeves, crossings, pull boxes, junction boxes, transformers, secondary service lines, and related dry utility and communications improvements.
- **Trails:** Trail and trail improvements.
- **Soft Costs and Related Costs:** Planning, design, engineering, surveying, permitting, inspection, testing, construction management, legal, accounting, financing, administrative, district formation, bond issuance, and other costs related to the planning, design, acquisition, construction, installation, financing, reimbursement, operation, maintenance, and administration of eligible improvements and the PIDs.
- Notwithstanding the foregoing, it is understood and acknowledged that funds generated by or through District No. 1 Limited Tax Debt shall be used only to fund, finance, reimburse, construct, acquire, or otherwise facilitate the construction of the sewer improvements and power line improvements located along Loafer Mountain Road, as more particularly shown or described in **Exhibit F** and **Exhibit G**.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section IV 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 a 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 113.96 acres, with the area of each of the Districts as follows: District No. 1, 78.29 acres and District No. 2, 35.67 acres. The total area proposed to be included in the Annexation Area Boundaries is approximately one hundred twelve (113.96) acres. A legal description of the Initial District Boundaries and the Annexation Area is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C**. It is anticipated that the Districts' boundaries may change from time to time as they undergo annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of mostly undeveloped land. The assessed valuation as of 2025 of the District Area is \$19,168,300.00 for purposes of this Governing Document and, 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 Districts, 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, unless the same is contained within an Approved Development Plan.

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 the Districts as such power and authority is described in the Special 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 Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts may dedicate the Public Improvements which are not privately owned to the City or other appropriate public entity, utility, or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District may also plan for, design, acquire, construct, install, relocate, redevelop and finance privately owned roads, rights-of-way, trails, parking facilities or any other privately owned facilities as are permitted by the District Act.

2. District No. 1 Eligible Improvements. District No. 1 which is anticipated at the time of issuance of Debt to include residential uses shall only be permitted to finance the following improvements with Limited Tax Debt: (i) Loafer Mountain Parkway Master Planned Sewer Line and (ii) Primary Electrical Distribution Infrastructure.

3. Construction Standards Limitation. The Districts 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. The Districts will obtain any necessary permits and will abide by all applicable local, State, and federal laws.

4. Procurement.

(a) The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire or pay for completed or partially completed improvements constructed by the Petitioner and/or other third parties for fair market value as reasonably determined by any one of 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 Public Improvements which surveyor or engineer must be approved in writing by the City.

(b) Notwithstanding the ability of the District to acquire improvements for fair market value, unless exempted under paragraph (c) below or otherwise agreed to in writing by the City, each District will also require, as a condition of payment or reimbursement of all infrastructure line item costs exceeding \$200,000, any property owner or the third party seeking payment or reimbursement from the District to provide reasonable documentation evidencing that (i) the District or such property owner issued an invitation for bids, containing objective criteria to evaluate any bid, and delivered the invitation to at least three potential providers of the work, service, and/or material to be procured; and (ii) the District or such property owner awarded the bid to the responsible bidder which submitted the lowest responsible bid meeting the objective criteria stated in the invitation for bid.

(c) The procurement process described in (b) above shall be exempted from the requirements of paragraph (b) above with respect to any work, service, or materials for which the City and the District reasonably determine that there is only one source, and the District communicates the same to the City in writing for its approval.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts 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 Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into any of the Districts. Such area may only be annexed upon the District obtaining any required consents under the PID Act, within the area proposed to be annexed and the passage of a resolution such District's Board approving such annexation.

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

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

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

7. Overlap Limitation. The boundaries of the Districts (and any other public infrastructure district organized under the PID Act) shall not overlap. Additionally, the boundaries of the Districts shall not overlap the boundaries of any other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the applicable District and such districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

8. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, 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.

9. Total Debt Issuance Limitation. The Districts shall not issue Limited Tax Debt in excess of an aggregate amount of Thirty Million Dollars (\$30,000,000) and District No. 1 may not issue Limited Tax Debt in excess of Nine Million Dollars (\$9,000,000) of Net Proceeds. 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. Notwithstanding the foregoing, the District shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2040.

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 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.

11. 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 permitted under this Agreement, the Approved Development Plan, 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

(a) This Governing Document has been designed with sufficient flexibility to enable the Districts to provide the Public Improvements under evolving circumstances without the need for numerous amendments.

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

B. Preliminary Engineering Survey.

The Districts 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 Districts. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained 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 Fifteen Million Dollars (\$15,000,000).

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 and shall be in accordance with the requirements of the Approved Development Plan. 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. Each Board shall be composed of three (3) Trustees. The initial trustees shall be the individuals named in the following paragraph, pursuant to this

Governing Document and the PID Act. Trustee terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of four (4) years; Trustees 1 and 3 shall each serve an initial term of six (6) years. All 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. Initial Trustees. The following individuals are named as the initial Trustees:

1. Trustee 1 – Dave Morton, for an initial 6-year term;
2. Trustee 2 – Brook Anderson, for an initial 4-year term; and
3. Trustee 3 – Keaton Morton, for an initial 6-year term.

C. Transition to Elected Board.

(a) For District No. 1 the anticipated number of residential units is 460. The respective board seats for District No. 1 shall transition from appointed to elected seats according to the following milestones:

Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 230 residential units have received certificates of occupancy.

Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 345 residential units have received certificates of occupancy.

Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 414 residential units have received certificates of occupancy.

(b) For any District which is not anticipated to include any residential property, the Board shall be appointed by the Board and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner).

(c) 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 Districts. 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. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the respective Board pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected at the next municipal election 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 in accordance with the District Act.

E. Vacancy. Any vacancy on a Board, whether resulting from resignation, death, removal, disqualification, or any other cause, shall be filled by appointment of the applicable Board in accordance with Section 17D-4-202, Utah Code; provided that, until such time as the applicable District's board seats have transitioned from appointment to election in accordance with Section VI.B above, any such appointee shall be a surface owner of land, or an agent or officer of a surface owner of land, within the boundaries of such District, and shall otherwise meet the eligibility requirements set forth in the PID Act. A Trustee appointed to fill a vacancy shall serve for the remainder of the unexpired term of the vacated position

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

G. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. 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.

VIII. FINANCIAL PLAN

A. General.

The Districts 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 Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy within the Maximum Debt Mill Levy Imposition Term, Assessments, impact fees remitted by the City, and other legally available revenues. The total Limited Tax Debt that the Districts shall be permitted to issue shall not exceed Thirty Million Dollars (\$30,000,000) and District No. 1 may not issue Limited Tax Debt in excess of Nine Million Dollars (\$9,000,000) of Net Proceeds. Such Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of Debt issued to refund a prior issuance of Debt by the Districts shall not count against the permitted total Debt. In addition, this limitation does not apply to a District's pledge of its property tax revenues to the Debt of the other District. In addition, 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. All Bonds and other Debt issued by the Districts may be payable

from any and all legally available revenues of the Districts, including without limitation general ad valorem taxes to be imposed upon all Taxable Property within the Districts, impact fees, and Assessments. The Districts will 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 17D-4-304, Utah Code, as amended from time to time.

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 eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). 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; Prepayment of Assessments.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Limited Tax Debt and administrative expenses.

(b) For each District No. 1 and District No. 2 such maximum shall be 0.006 per dollar of taxable value of taxable property in such District.

(c) The foregoing Maximum Debt Mill Levies shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

(d) The Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

(e) In the event any District has issued Limited Tax Debt, any Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance to an End User with respect to such parcel. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

D. Maximum Debt Mill Levy Imposition Term.

Each Bond issued by the Districts 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.

(a) The Districts may impose a mill levy on taxable property within their respective boundaries as a primary source of revenue for repayment of debt service. The Districts shall also pledge any impact fees remitted by the City for the repayment of debt service.

The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the Districts shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

(b) The Districts 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 each Bond and any other instrument representing and constituting Debt, the Districts 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 Districts authorizing the issuance of this Bond and in the Governing Document for creation of the Districts.

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 Districts.

G. Security for Debt.

The Districts 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 Districts' 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 Districts in the payment of any such obligation.

H. Districts' Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts' 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 Districts will require operating funds for administration and to plan and cause the Public Improvements to be

constructed. The first year's operating budget for each District 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; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts have agreed to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel and Zions Public Finance, Inc., as Municipal Advisor with respect to District Bonds as permitted by law. The foregoing requirement may be waived in writing by the City.

IX. ANNUAL REPORT

A. General.

Each District shall be responsible for submitting an annual report to the City Manager's Office no later than 180 days following the end of such 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 and terms of Board members and officers and progress towards milestones required for transition to elected Board;
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 the last day of the prior fiscal year;
7. 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;
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 City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. 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);

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

13. 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 each District Board that the purposes for which such District was created have been accomplished, the District shall adopt necessary resolutions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

XI. DISCLOSURE TO PURCHASERS; ANNUAL NOTICE

A. Recorded Notice of District Creation. Within thirty (30) days of the issuance of a certificate of incorporation by the Office of the Lieutenant Governor of the State for each District, the Board shall cause to be recorded a notice of such creation with the recorder of Utah County. Such notice shall (i) contain a description of the boundaries of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. A copy of the notice shall further be provided to the City.

In addition, the Developer and the Board shall ensure that the Developer, 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.A.;

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

“Under the maximum property tax rate of the Districts, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$600** for the duration of the Districts’ 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.

B. Notice to Buyers and Lessees. In addition, the Board of each District shall make commercially reasonable efforts to ensure that the Project developer, homebuilders, sub-developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants in such District:

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

“Under the maximum property tax rate of the Districts, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$600** for the duration of the Districts’ 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.

Additionally, the Developer and the Board shall ensure that the Developer, homebuilders, and commercial developers, and commercial lessors, as applicable post a notice, in the same form and size (or larger) as the form attached as **Exhibit E** in a conspicuous area on bright-colored paper within all model homes and sales offices within the Districts.

Beginning August 1, 2026, the Developer and the Board shall also ensure that the Developer, homebuilders, and commercial developers, and commercial lessors, as applicable post a notice that is 18” x 24” which states: **NOTICE: This Development is located within the SC Public Infrastructure Districts.** Such notice shall be placed outside any model homes or sales office in the Development and utilize large font such that the words fill the sign.

The Developer shall obligate any homebuilder, commercial developer, or bulk lot purchaser to provide the notices contained in this Section XI.B as part of any purchase agreement to such homebuilder, commercial developer, or bulk lot purchaser.

C. Annual Notice to Property Owners. On or before July 15 of each year, commencing in the first calendar year following the year in which a District issues Debt, such District shall mail a notice to all owners of property within the boundaries of the Districts a notice providing:

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

“Under the maximum property tax rate of the Districts, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$600** for the duration of the District’s Bonds.”

- (2) The applicable tax rate of the Districts for the then current year;
- (3) That budgets and financial information for the Districts may be found on the State Auditor’s Website (currently <https://reporting.auditor.utah.gov/searchreports/s/>); and
- (4) Contact information for members of the board.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the Districts’ activities, is attached hereto as **Exhibit E**. The Districts shall approve the Interlocal Agreement in the form attached as **Exhibit E** at its first Board meeting after its organization. Failure of the Districts to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit E** at the public hearing approving the Governing Document.

EXHIBIT A

Legal Descriptions

INITIAL BOUNDARY LEGAL DESCRIPTION

District No. 1

(WEST AREA) BEGINNING AT A POINT WHICH LIES SOUTH 00° 52' 18" EAST ALONG THE SECTION LINE 257.03 FEET AND DUE WEST 720.08 FEET FROM THE EAST 1/4 CORNER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 77° 51' 00" WEST 426.21 FEET; THENCE NORTH 21° 44' 35" WEST 16.58 FEET; THENCE SOUTH 78° 15' 00" WEST 494.05 FEET; THENCE SOUTH 21° 44' 35" EAST 21.23 FEET; THENCE SOUTH 77° 51' 00" WEST 391.65 FEET; THENCE NORTH 22° 05' 02" WEST 1056.02 FEET; THENCE NORTH 67° 42' 00" EAST 764.58 FEET; THENCE SOUTH 00° 46' 35" WEST 0.87 FEET; THENCE NORTH 68° 09' 35" EAST 328.60 FEET; THENCE NORTH 67° 14' 06" EAST 155.13 FEET; THENCE NORTH 66° 40' 44" EAST 107.91 FEET; THENCE SOUTH 20° 45' 00" EAST 0.97 FEET; THENCE NORTH 66° 40' 44" EAST 130.20 FEET; THENCE NORTH 66° 40' 39" EAST 155.68 FEET; THENCE NORTH 60° 43' 39" EAST 33.99 FEET; THENCE NORTH 60° 42' 26" EAST 26.43 FEET; THENCE NORTH 64° 04' 11" EAST 164.01 FEET; THENCE NORTH 66° 28' 22" EAST 137.29 FEET; THENCE NORTH 66° 32' 32" EAST 4.01 FEET; THENCE SOUTH 21° 30' 00" EAST 729.95 FEET; THENCE SOUTH 69° 19' 46" WEST 702.57 FEET; THENCE SOUTH 20° 31' 00" EAST 602.36 FEET TO THE POINT OF BEGINNING. CONTAINING 2,015,415 SQUARE FEET OR 46.27 ACRES.

(EAST AREA) BEGINNING AT A POINT WHICH LIES NORTH 00° 37' 24" WEST ALONG THE SECTION LINE 1465.73 FEET AND DUE EAST 89.17 FEET FROM THE WEST 1/4 CORNER OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 21° 15' 00" WEST 0.93 FEET; THENCE NORTH 69° 15' 00" EAST 343.20 FEET; THENCE SOUTH 22° 15' 00" EAST 15.56 FEET; THENCE NORTH 69° 15' 00" EAST 332.23 FEET; THENCE NORTH 22° 30' 04" WEST 18.04 FEET; THENCE NORTH 69° 35' 54" EAST 347.81 FEET; THENCE SOUTH 22° 05' 34" EAST 712.20 FEET; THENCE NORTH 68° 41' 21" EAST 331.54 FEET; THENCE SOUTH 21° 43' 19" EAST 701.14 FEET; THENCE SOUTH 74° 36' 50" WEST 234.90 FEET; THENCE SOUTH 76° 38' 44" WEST 163.74 FEET; THENCE SOUTH 10° 39' 06" EAST 297.99 FEET; THENCE SOUTH 78° 21' 11" WEST 56.00 FEET; THENCE NORTH 10° 39' 06" WEST 296.33 FEET; THENCE SOUTH 72° 51' 03" WEST 75.15 FEET; THENCE SOUTH 72° 52' 14" WEST 75.02 FEET; THENCE SOUTH 74° 34' 53" WEST 59.70 FEET; THENCE NORTH 23° 03' 08" WEST 2.70 FEET; THENCE SOUTH 68° 30' 00" WEST 100.42 FEET; THENCE NORTH 11° 36' 08" WEST 11.72 FEET; THENCE SOUTH 70° 06' 00" WEST 127.44 FEET; THENCE SOUTH 70° 06' 00" WEST 21.08 FEET; THENCE SOUTH 11° 03' 32" EAST 9.93 FEET; THENCE SOUTH 68° 38' 39" WEST 50.64 FEET; THENCE SOUTH 64° 21' 50" WEST 34.21 FEET; THENCE SOUTH 54° 38' 25" WEST 7.49 FEET; THENCE NORTH 20° 45' 00" WEST 627.90 FEET; THENCE SOUTH 68° 30' 00" WEST 374.99 FEET; THENCE NORTH 21° 15' 00" WEST 720.24 FEET TO THE POINT OF BEGINNING. CONTAINING 1,394,656 SQUARE FEET OR 32.02 ACRES.

District No. 2

(WEST AREA) BEGINNING AT A POINT WHICH LIES SOUTH 00° 52' 18" EAST ALONG THE SECTION LINE 257.03 FEET AND DUE WEST 720.08 FEET FROM THE EAST 1 / 4 CORNER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 20° 31' 00" WEST 602.36 FEET; THENCE NORTH 69° 19' 46" EAST 702.57 FEET; THENCE NORTH 21° 30' 00" WEST 729.95 FEET; THENCE SOUTH 66° 32' 32" WEST 4.01 FEET; THENCE NORTH 18° 03' 32" WEST 38.42 FEET; THENCE NORTH 56° 15' 00" EAST 196.74 FEET; THENCE SOUTHEASTERLY 276.25 FEET ALONG THE ARC OF A 1303 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD BEARS SOUTH 21° 36' 21" EAST 275.73 FEET; THENCE SOUTH 25° 58' 00" EAST 491.38 FEET; THENCE SOUTHEASTERLY 47.98 FEET ALONG THE ARC OF A 1347.47 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD BEARS SOUTH 24° 08' 05" EAST 47.98 FEET; THENCE SOUTHEASTERLY 532.60 FEET ALONG THE ARC OF A 1322.31 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD BEARS SOUTH 11° 33' 44" EAST 529.01 FEET; THENCE SOUTH 00° 01' 48" EAST 172.35 FEET; THENCE SOUTH 38° 51' 59" WEST 36.16 FEET; THENCE SOUTH 77° 44' 14" WEST 189.18 FEET; THENCE SOUTH 20° 39' 22" EAST 14.05 FEET; THENCE SOUTH 77° 33' 06" WEST 212.15 FEET; THENCE SOUTH 82° 10' 03" WEST 20.32 FEET; THENCE SOUTH 77° 51' 00" WEST 346.99 FEET TO THE POINT OF BEGINNING, CONTAINING 748,869 SQUARE FEET OR 17.19 ACRES.

(EAST AREA) BEGINNING AT A POINT WHICH LIES NORTH 00° 37' 24" WEST ALONG THE SECTION LINE 1465.73 FEET AND DUE EAST 89.17 FEET FROM THE WEST 1 / 4 CORNER OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 21° 15' 00" EAST 720.24 FEET; THENCE NORTH 68° 30' 00" EAST 374.99 FEET; THENCE SOUTH 20° 45' 00" EAST 627.90 FEET; THENCE NORTH 54° 38' 25" EAST 7.49 FEET; THENCE NORTH 64° 21' 50" EAST 34.21 FEET; THENCE NORTH 68° 38' 39" EAST 50.64 FEET; THENCE SOUTH 11° 03' 32" EAST 128.55 FEET; THENCE SOUTH 77° 13' 26" WEST 68.52 FEET; THENCE SOUTH 09° 11' 43" EAST 139.05 FEET; THENCE SOUTH 79° 10' 19" WEST 154.49 FEET; THENCE NORTH 12° 07' 37" WEST 12.23 FEET; THENCE SOUTH 78° 15' 00" WEST 229.20 FEET; THENCE NORTH 19° 30' 00" WEST 9.89 FEET; THENCE SOUTH 71° 00' 00" WEST 51.19 FEET; THENCE NORTH 20° 45' 00" WEST 96.94 FEET; THENCE SOUTH 78° 15' 00" WEST 88.44 FEET; THENCE SOUTH 20° 10' 48" EAST 87.44 FEET; THENCE SOUTH 77° 44' 11" WEST 237.88 FEET; THENCE NORTH 51° 08' 30" WEST 42.70 FEET; THENCE NORTH 00° 01' 14" WEST 118.74 FEET; THENCE NORTHWESTERLY 580.01 FEET ALONG THE ARC OF A 1453 FOOT RADIUS CURVE TO THE LEFT, THE CHORD BEARS NORTH 11° 27' 22" WEST 576.17 FEET; THENCE NORTHWESTERLY 159.79 FEET ALONG THE ARC OF A 1447.99 FOOT RADIUS CURVE TO THE LEFT, THE CHORD BEARS NORTH 26° 02' 36" WEST 159.71 FEET; THENCE NORTH 29° 11' 57" WEST 30.92 FEET; THENCE NORTH 21° 11' 59" WEST 33.03 FEET; THENCE NORTH 29° 11' 57" WEST 299.02 FEET; THENCE NORTHWESTERLY 212.58 FEET ALONG THE ARC OF A 1192 FOOT RADIUS CURVE TO THE LEFT, THE CHORD BEARS NORTH 24° 05' 24" WEST 212.30 FEET; THENCE NORTH 69° 15' 00" EAST 357.67 FEET TO THE POINT OF BEGINNING. CONTAINING 805,112 SQUARE FEET OR 18.48 ACRES.

ANNEXATION AREA PARCEL DESCRIPTION

The entirety of the Initial District Boundaries described above.

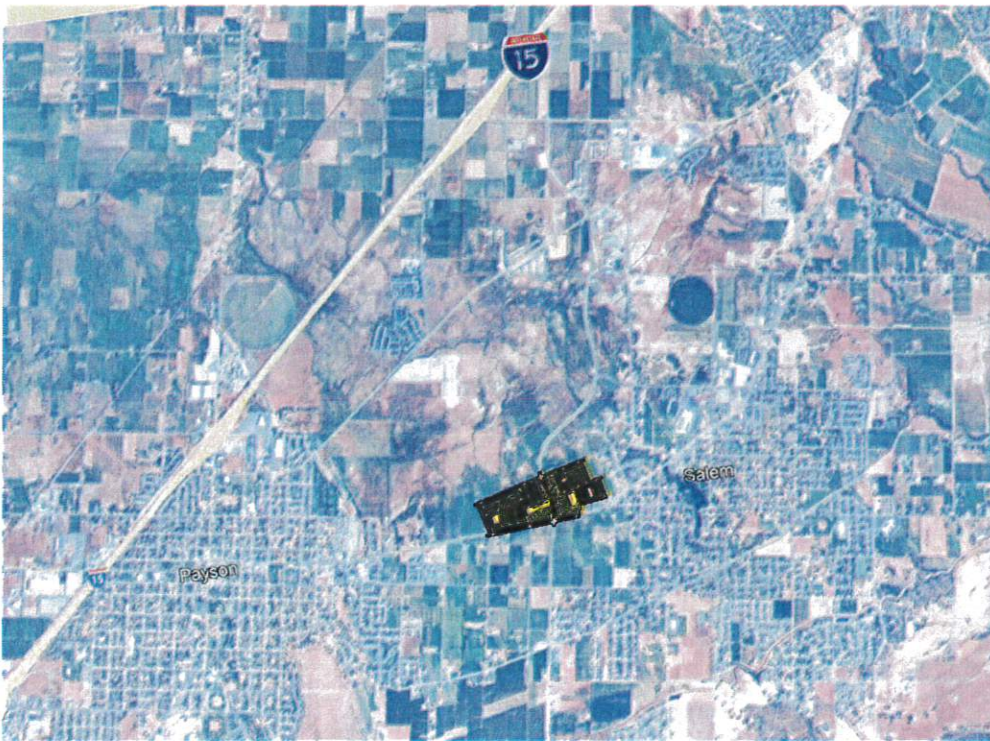
In addition, the following is included in the Annexation Area:

EXHIBIT B

Salem City Vicinity Map

Salem Central Zone Document

Vicinity Map



General Project Notes

1. The site is currently being used for agricultural purposes and may continue to be used as such until development approvals have been received for that specific area.
2. Any standards not addressed by this Zone Document shall be governed by the Salem City Land Development Code as those standards may be adopted or amended.
3. Access shown in this Zone Document is preliminary and subject to final approval by the City of Salem City Public Works Department.
4. Any drainage areas contained in this development are subject to final approval by the City of Salem City Public Works Department.
5. Mobile homes are prohibited in this development.

Sheet Index

- 1 - Cover Sheet
- 2 - Legal Descriptions
- 3 - Project Description
- 4 - Land Use Schematic
- 5 - Land Use Table
- 6 - Primary Bulk Standards
- 7 - Standards, Townhome - Front Load
- 8 - Standards, Single Family - 40' Wide
- 9 - Standards, Single Family - 45' Wide
- 10 - Standards, Single Family - 50' & 60' Wide
- 11 - Community Trails and Open Space Map
- 12 - Community Open Space Amenities
- 13 - Community Road Map
- 14 - Road Cross Sections
- 15 - Illustrative Concept Plan

Scale 1" = 3000'



9710 South 700 East Suite 200
Sandy, Utah 84070
WWW.KREATE-UTAH.COM

Salem Central Zone Document

Loafer Mountain PKWY & SR 198
Salem, Utah 84653

Date Created:
April 10, 2025

Date Modified:
June 12, 2026

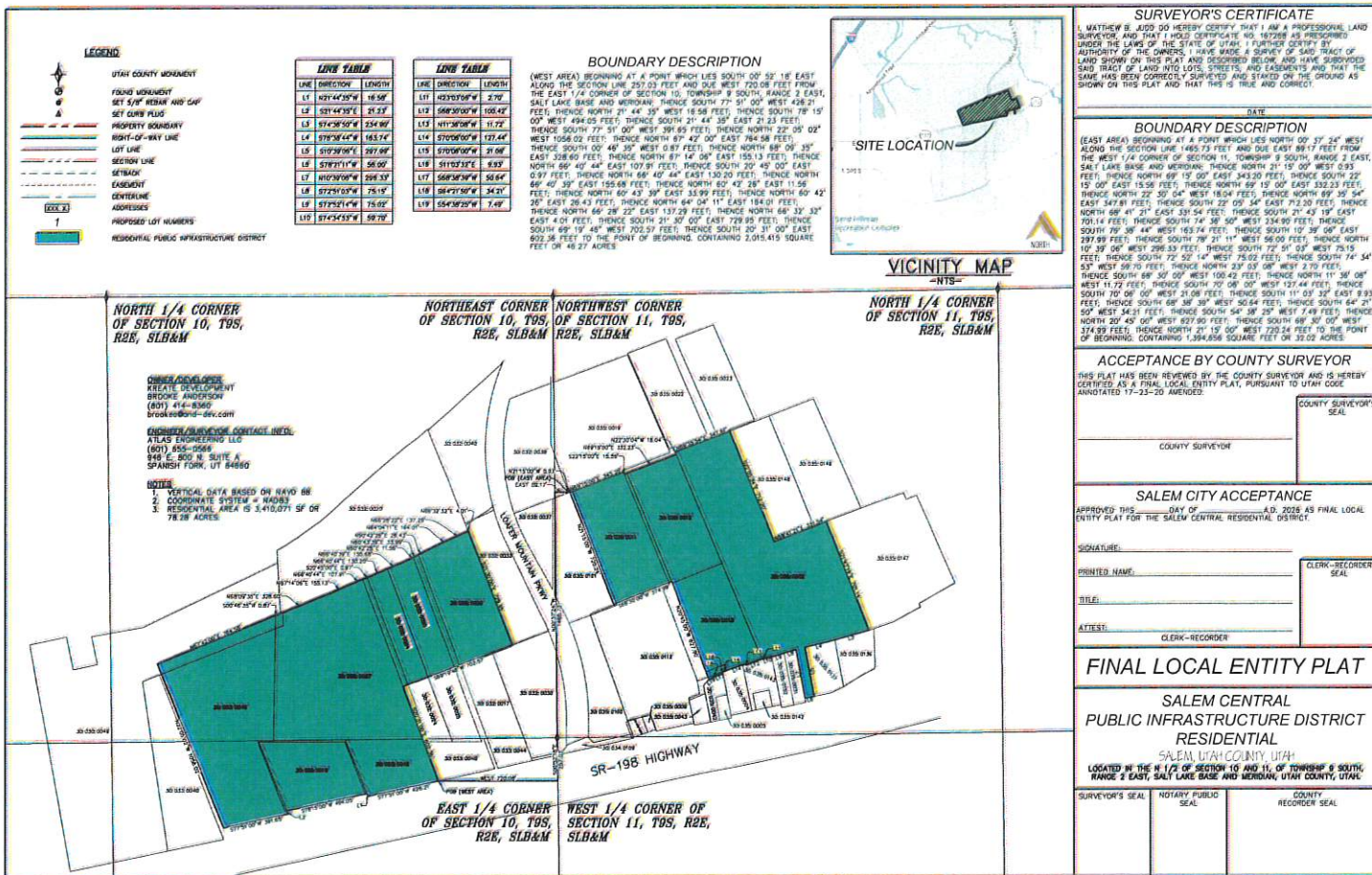
Sheet Index
Cover Sheet

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EXHIBIT C

Initial District Boundary and Annexation Area Map

District No. 1



District No. 2

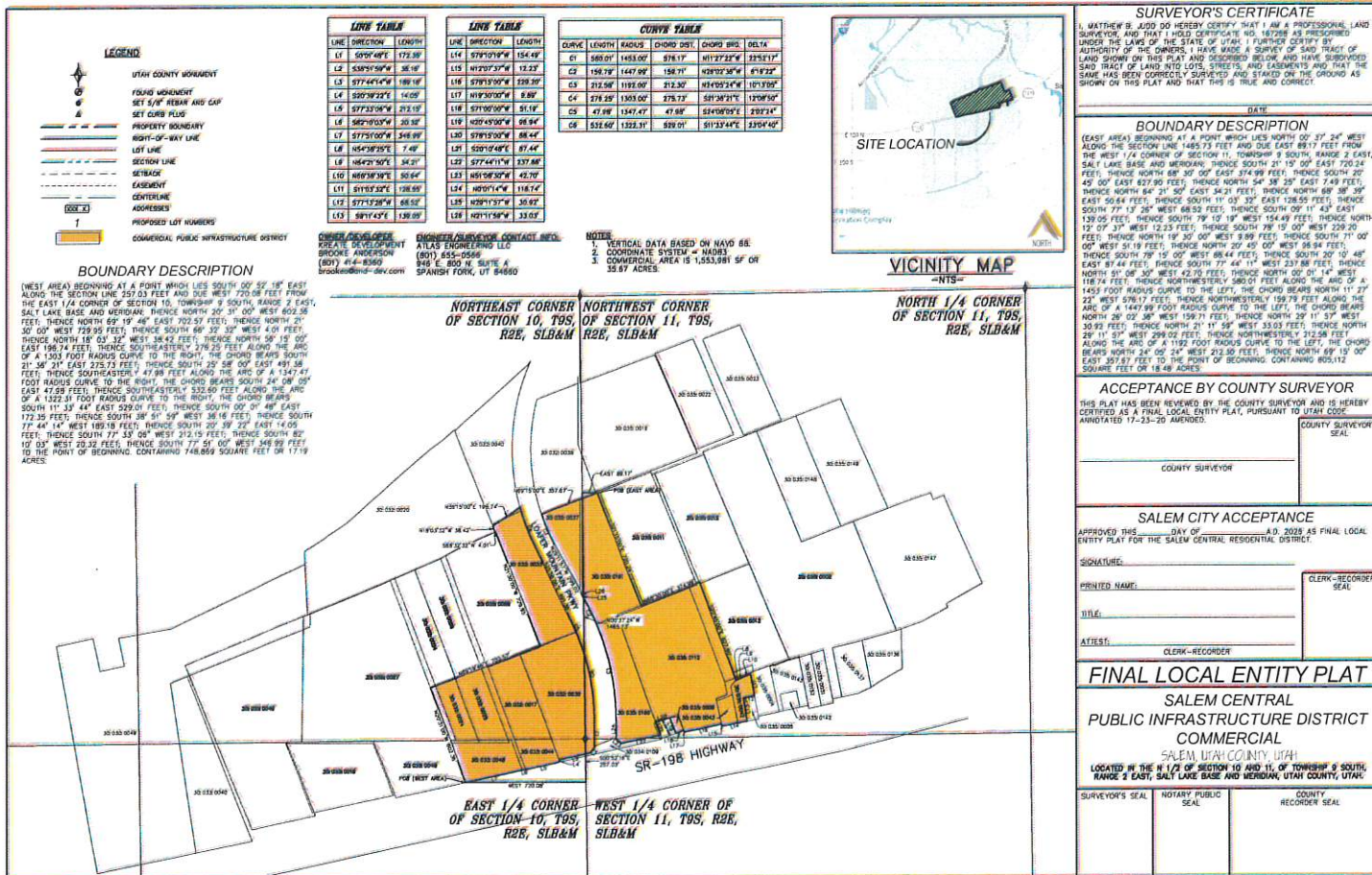


EXHIBIT D
INTERLOCAL AGREEMENT BETWEEN
SALEM CITY, UTAH
AND
SC PUBLIC INFRASTRUCTURE DISTRICT NO. 1
AND
SC PUBLIC INFRASTRUCTURE DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this 15 day of July, 2026, by and between SALEM CITY, a home-rule municipal corporation of the State of Utah (the "City"), SC PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a political subdivision of the State of Utah ("District No. 1") AND SC PUBLIC INFRASTRUCTURE DISTRICT NO. 2, a political subdivision of the State of Utah ("District No. 2"), and together with District Nos. 1-2, the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide to exercise powers as are more specifically set forth in the District's Governing Document approved by the City on _____, 2026 ("Governing Document"); and

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

WHEREAS, the City and the Districts 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. Improvements. The Districts 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, as described in the Governing Document. Without the written consent of the City, a District shall not be authorized to finance any improvements which do not fall within the categories set forth in the Approved Development Plan). However, the determination of which Public Improvements, or portions thereof, shall be financed by which District shall be left to the discretion of the Districts. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. 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 Districts.

The Districts shall be permitted to pay for Public Improvements permitted herein irrespective of any increase or decrease in the actual cost, provided that the Districts comply with this Section V and other requirements of this Governing Document, including but not limited to the debt limit provided in Section V.A(8) and the Maximum Debt Mill Levy provided in Section VIII.C. If the District desires to pay for the costs associated with improvements which are outside the description of the authorized Public Improvements herein, then it must first obtain approval from the City in an Approved Improvement Plan.

2. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the customary standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The Districts 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 Districts 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 Districts shall not include within its boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation of any area within the Annexation Area into any of the Districts. Such area may only be annexed upon 1) for any portion of the Annexation Area, not currently in the boundaries of the City, annexation of such parcel into the City or adoption of a resolution of the County approving such annexation into the Districts and 2) the Districts obtaining any required consents under the PID Act, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

5. Overlap Limitation. The boundaries of the Districts (and any other public infrastructure district organized under the PID Act) shall not overlap. Additionally, the boundaries of the Districts shall not overlap the boundaries of any other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the applicable District and such districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

6. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), 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 fees used for the purpose of repayment of Debt.

7. Total Debt Issuance. The Districts shall not issue Limited Tax Debt in excess of the amount of Thirty Million Dollars (\$30,000,000) and District No. 1 may not issue Limited Tax Debt in excess of Nine Million Dollars (\$9,000,000) of Net Proceeds. 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 the District's pledge of its property tax revenues to the Debt of one of the other Districts. 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 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).

(c) 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. Eminent Domain. The Districts 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 permitted under this Agreement, a Development Agreement, the Approved Improvement Plan, 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.

10. Dissolution. Upon an independent determination of each District Board that the purposes for which the Districts were 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 Districts have provided for the payment or discharge of all of their outstanding

indebtedness and other financial obligations as required pursuant to State statutes and disbursed all assets of the Districts.

11. Disclosure to Purchasers; Annual Notice. The Districts shall comply with the disclosure and notice requirements established in the Governing Document.

12. Governing Document Amendment Requirement. Actions of the Districts 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 modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

13. Annual Report. The Districts shall be responsible for submitting an annual report to the City Manager's Office no later than 180 days following the closing of the Districts' fiscal year, containing the information set forth in Section VIII of the Governing Document.

14. Reserved.

15. Maximum Debt Mill Levy; Prepayment of Assessments.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Limited Tax Debt and administrative expenses.

(b) For each District No. 1 and District No. 2 such maximum shall be 0.006 per dollar of taxable value of taxable property in such District.

(c) The foregoing Maximum Debt Mill Levies shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

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

(e) In the event a District has issued Limited Tax Debt, any Assessments (other than C-PACE Assessments) imposed by such District on a parcel zoned for residential uses shall be payable at or before the time of conveyance to an End User with respect to such parcel. For the avoidance of doubt, if a District has not issued Limited Tax Debt, Assessments levied by such District are not required to be prepaid at the time a building permit is issued or prior to conveyance. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the Districts 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").

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 Districts: SC Public Infrastructure District Nos. 1-2
c/o York Howell
10610 South Jordan Gateway, Suite 200, South
Jordan, Utah 84095
Attn: Tom Jolley
Phone: 801-527-1040

To the City: Salem City
30 W 100 S
Salem, UT 84653
Attn: City Manager
Phone: (801) 423-2770

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. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts 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.

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 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 Districts 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 Districts and the City shall be for the sole and exclusive benefit of the Districts 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]

SC PUBLIC INFRASTRUCTURE DISTRICT
NO. 1

By: _____
Chair

Attest:

Secretary

APPROVED AS TO FORM: _____

SC PUBLIC INFRASTRUCTURE DISTRICT
NO. 2

By: _____
Chair

Attest:

Secretary

APPROVED AS TO FORM: _____

SALEM CITY, UTAH

By: Cristy Simmons
Mayor

Attest:

By: [Signature]
Its: City Finance / Recorder

APPROVED AS TO FORM: Walt J. B.



EXHIBIT E

Required Notice for Sales and Leasing Offices

NOTICE: This Development is located within the SC Public Infrastructure Districts.

The Districts with residential uses are authorized to impose a property tax of 0.006 per dollar of taxable value and Districts without residential uses are authorized to impose a property tax of 0.006 per dollar of taxable value.

Under the maximum property tax rate of the Districts, for every \$100,000 of taxable value, there would be an additional annual property tax of \$0.006 for the Districts for the duration of the Districts' Bonds.

Exhibit F

Sewer Improvements

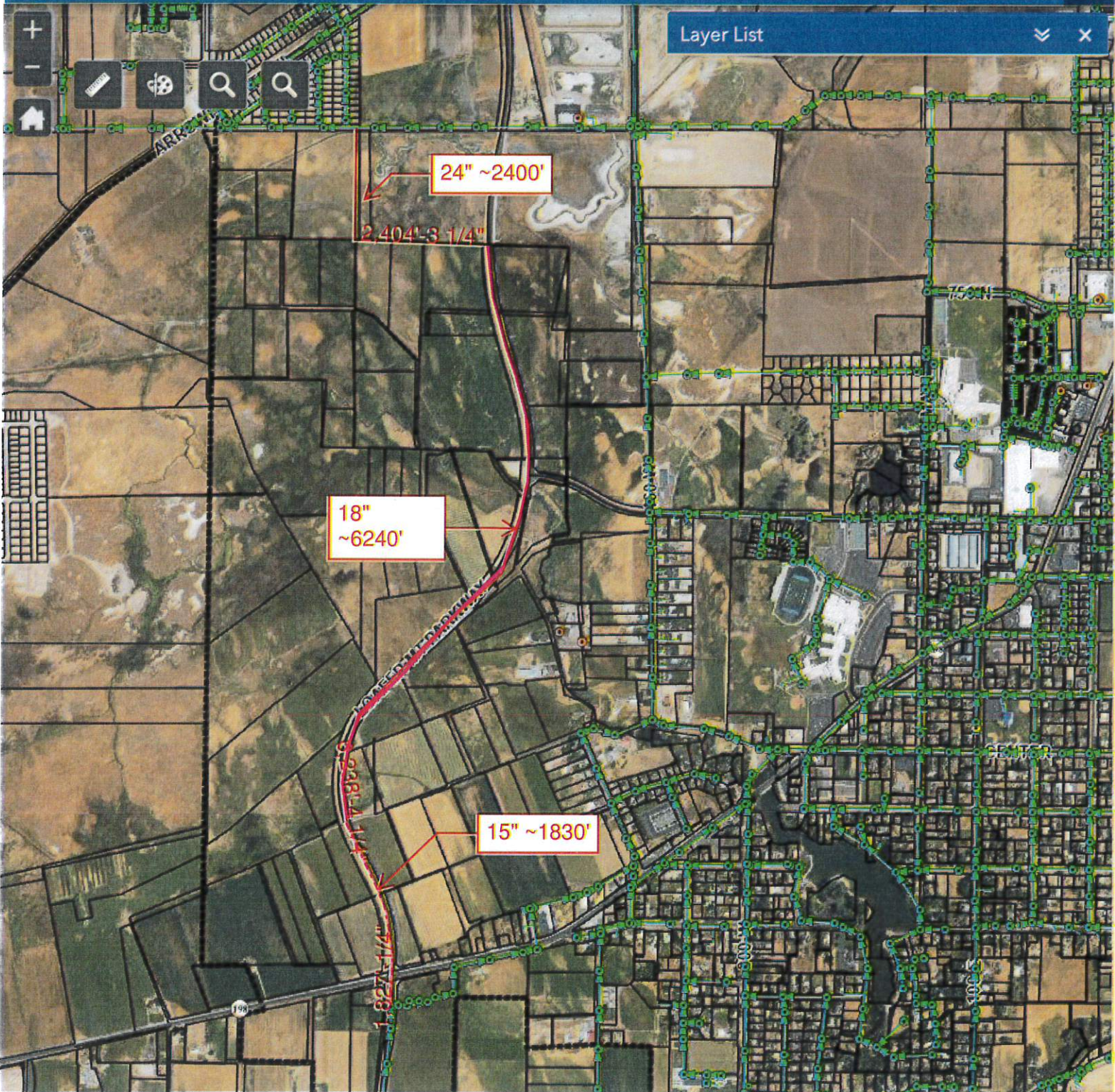
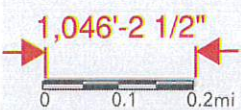


Exhibit G

Power Line Improvements



Layer List

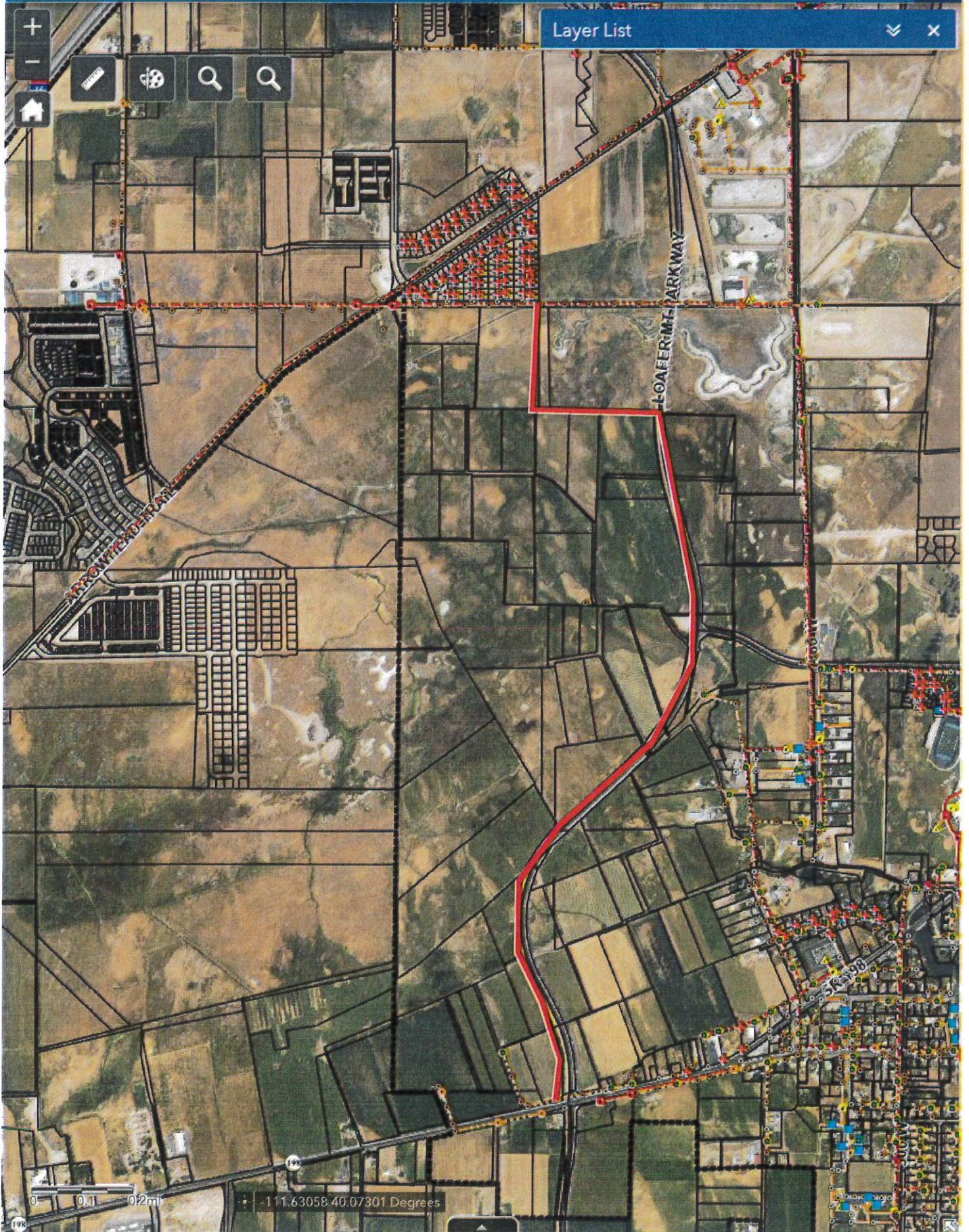


EXHIBIT C

NOTICES OF BOUNDARY ACTION

**NOTICE OF IMPENDING BOUNDARY ACTION
(SC Public Infrastructure District No. 1)**

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of the City of Salem, Utah (the "Council"), acting in its capacity as the creating entity for the SC Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on July 15, 2026, 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 Utah County, Utah, 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 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 this July 15, 2026.

**CITY COUNCIL, THE CITY OF SALEM,
UTAH, acting in its capacity as the creating
authority for SC Public Infrastructure District No.
1**

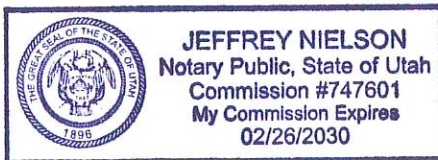
By: *Cristy Simons*
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this July 15, 2026.

NOTARY PUBLIC



**NOTICE OF IMPENDING BOUNDARY ACTION
(SC Public Infrastructure District No. 2)**

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of the City of Salem, Utah (the "Council"), acting in its capacity as the creating entity for the SC Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on July 15, 2026, 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 Utah County, Utah, 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 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 this July 15, 2026.

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

By: *Cristy Simmons*
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this July 15, 2026.

Jeffrey Nielson
NOTARY PUBLIC

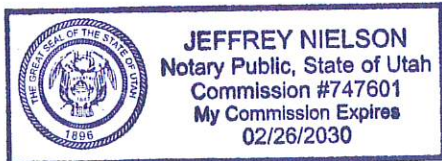


EXHIBIT "A" TO NOTICES OF BOUNDARY ACTION

Copy of the Creation Resolution

RESOLUTION No. 090226B

ROLL CALL

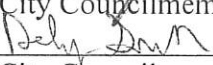
VOTING	YES	NO
CRISTY SIMONS <i>Mayor (votes only in case of tie)</i>		
TIM De GRAW <i>Council member</i>		
DLYS SNYDER <i>Council member</i>		
CRAIG SACCO <i>Council member</i>		
CYNTHIA DEVERAUX REES <i>Council member</i>		
PAUL TAYLOR <i>Council member</i>		

COPY

I MOVE this resolution be adopted:


City Councilmember

I SECOND the foregoing motion:


City Councilmember

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:

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF SALEM, UTAH (THE "CITY"), RATIFYING THE CREATION OF SC PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2 (THE "DISTRICTS") EACH AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

RESOLUTION 090226B

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF SALEM, UTAH (THE "CITY"), RATIFYING THE CREATION OF SC PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2 (THE "DISTRICTS") EACH AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was previously filed with the City requesting adoption by resolution the approval of the creation of public infrastructure districts 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 - Local 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 the Districts may annex into without further approval or hearings of the City or the Council, as further described in Governing Document Exhibits A and C (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, on July 15, 2026 the City previously adopted a resolution authorizing the creation of the Districts (the "Original Resolution"); and

WHEREAS, the time to submit the Original Resolution to the Office of the Lieutenant Governor has lapsed, and the petitioners desire the City to ratify such creation; 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, it is necessary to ratify 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 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 and an Interlocal Agreement between the City and the Districts, attached to the Governing Document as Governing Document Exhibit D; and

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 Notice") and Final Local Entity Plats attached thereto as Boundary Notice Exhibit B (the "Plat").

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

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.

Creation of the Districts as separate entities from the City in accordance with the Governing Document and the Act is hereby ratified and approved. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

Pursuant to the terms of the PID Act, the Council does hereby ratify approval the annexation of any area within the Annexation Area Boundaries into the Districts without any further action of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

The Council does hereby ratify the authorization of the Districts to provide services relating to the financing and construction of public infrastructure, including 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.

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.

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

The initial members of the Board of Trustees of the Districts are named in the Governing Document as follows:

Trustee 1 – Dave Morton, for an initial 6-year term;

Trustee 2 – Brook Anderson, for an initial 4-year term; and

Trustee 3 – Keaton Morton, for an initial 6-year term.

Such terms shall commence on the date of issuance of a Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

The Council does hereby authorize the Mayor or a Councilperson to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

Prior to certification of the creation of the Districts, the Council does hereby authorize the Mayor, a Councilperson, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice 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.

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

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.

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

This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Salem City, Utah, this September 2, 2026.

SALEM CITY, UTAH

By: *Cristy Simon*
Mayor

ATTEST:

By: *[Signature]*
City Recorder



EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jeffrey D. Nielson, the undersigned City Recorder of the City of Salem, 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 September 2, 2026, 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 2026 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 September 2, 2026.

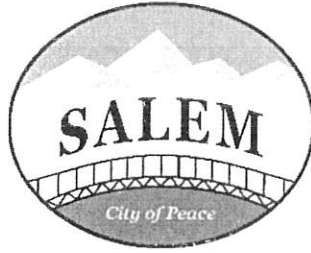


By: _____

Jeffrey D. Nielson

SCHEDULE 1

NOTICE OF MEETING AND AGENDA



Salem City Council Meeting will also be held electronically, using the Zoom program.

If you would like to participate, please call the city offices (801-423-2770) or email (salemcity@salemcity.org) before 5:00 p.m. on Wednesday, September 2nd to request the link.

DATE: September 2, 2026 (City Council Chamber 30 West 100 South)

6:30 p.m. WORK SESSION

1. Road Impact Fee Discussion
2. Agenda Item Discussion

7:00 p.m. AGENDA – REGULAR COUNCIL MEETING

1. Volunteer Motivational/Inspirational Message
2. Invitation to Say Pledge of Allegiance
3. Youth Council Report
4. SF / Salem Chamber Report
5. Swearing in of Officer Cole Archuleta
6. DECISION: A Resolution Honoring First Responders, Commemorating the 25th Anniversary of September 11, 2001, Celebrating the Semi quincennial of the United States, and Designating September 6-12, 2026, as First Responders Week in Salem City
7. DECISION: A Resolution of the City Council of the City of Salem, Utah, ratifying the Creation of SC Public Infrastructure District Nos. 1 and 2 each as an Independent Body Corporate and Politic; Authorizing and Approving a Governing Document and Interlocal Agreement; Approving an Annexation Area; Appointing Boards of Trustees; Authorizing other Documents in Connection therewith; and related matters.
8. DECISION: A Resolution Supporting the Drafting of an Amended Project Area Plan to Add Property into the Pony Express Inland Port Utah Inland Port Authority Project Area
9. DECISION: Crew Sense Software for Fire Department
10. DECISION: Loafer Soccer Restroom Change Order
11. DECISION: Salem Pond – Boat Dock Restroom
12. DECISION: Meeting Minutes – August 19, 2026
13. DECISION: Bills for Payment

DIRECTORS REPORTS

14. Matt Marziale, Manager
15. Chief Greg Gurney, Public Safety Dept.
16. Steve Cox, Building Director
17. Walter Bird, Attorney
18. Lisa Webster, City Planner
19. Jeffrey Nielson, Finance/Recorder
20. Adam Clements, Electrical Director
21. Bradey Wilde, Engineering Director

In compliance with the A.D.A., individuals needing special accommodations during this meeting should notify the Salem City Office at 30 W. 100 S. or call (801)423-2770 at least three working days prior to meeting.

22. John Bowcut, Fiber Director
23. Jen Wright, Recreation Director
24. James Thomas, Public Works Director

COUNCIL REPORTS

25. Mayor Cristy Simons
Finances/Budget, City Employees, Miss Salem, UMPA Report, Public Safety, Economic Development, UCCG, MAG, MPO
26. Councilperson Tim De Graw
ULCT, Fiber, Utah Lake Committee, Sewer Treatment Plant/Collections, Community Development, MAG Alt
27. Councilperson Cynthia Deveraux Rees
Library, Solid Waste/Recycling, Memorial Day, Pond Town Christmas, Kindness Creates Peace (Mt Loafer Elem)
28. Councilperson Paul Taylor
Public Works, Mt Nebo & SUVMWA, Kindness Creates Peace (Foothills Elementary), SUVSWD Alt, DRC Alternate, Emergency Preparedness, SUVPS Board Member
29. Councilperson Craig Sacco
Parks & Recreation, Youth Council, Emergency Preparedness, Kindness Creates Peace (Salem Elementary), SUVMWA Alt/Mt Nebo Water Alt
30. Councilperson Delys Snyder
SF/Salem Chamber of Commerce, Salem Business Network, DRC, UMPA Alt, Citizen Education
31. CLOSED SESSION -The Salem City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation; the purchase, exchange, or lease of real property or water; or to discuss the character, professional competence or physical or mental health of an individual as provided by Utah Code Annotated §52-4-205.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

Mayor
Kurt L. Christensen



Salem City Corporation

"City of Peace"

City Council
Tim De Graw
Kelly Peterson
Cynthia Deveraux Rees
Cristy Simons
Paul Y Taylor

SALEM CITY COUNCIL MEETING 2026

COUNCIL MEETINGS WILL BE HELD ON THE FIRST AND THIRD WEDNESDAYS OF EACH MONTH, EXCEPT FOR DECEMBER WHEN ONLY ONE MEETING WILL BE HELD. ALL COUNCIL MEETINGS WILL BEGIN AT 7:00 P.M. WITH WORK SESSIONS BEING HELD PRIOR TO THE REGULAR MEETINGS. THEY WILL BE HELD IN THE SALEM CITY OFFICE BUILDING, COUNCIL CHAMBERS, 30 WEST 100 SOUTH

CALENDAR

JANUARY 7, 2026
JANUARY 21, 2026

JULY 1, 2026
JULY 15, 2026

FEBRUARY 4, 2026
FEBRUARY 18, 2026

AUGUST 5, 2026
AUGUST 19, 2026

MARCH 4, 2026
MARCH 18, 2026

SEPTEMBER 2, 2026
SEPTEMBER 16, 2026

APRIL 1, 2026
APRIL 15, 2026

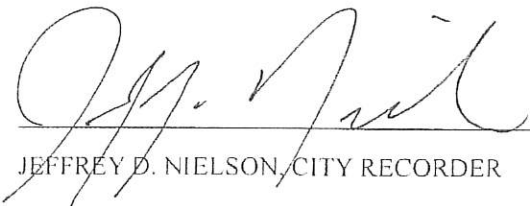
OCTOBER 7, 2026
OCTOBER 21, 2026

MAY 6, 2026
MAY 20, 2026

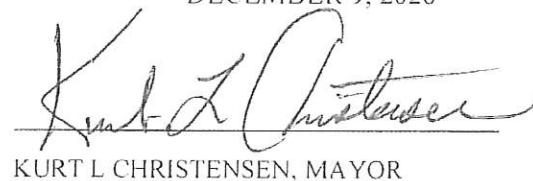
NOVEMBER 4, 2026
NOVEMBER 18, 2026

JUNE 3, 2026
JUNE 17, 2026

DECEMBER 9, 2026



JEFFREY D. NIELSON, CITY RECORDER



KURT L. CHRISTENSEN, MAYOR

Approved on November 19, 2025

30 West 100 South • P.O. Box 901 • Salem, UT 84653
Phone: 801-423-2770 • Fax: 801-423-2818 • SalemCity.org

Recorder - Jeffrey Nielson

Treasurer - Tammy M. Beck

Chief of Police - Brad S. James

EXHIBIT B

GOVERNING DOCUMENT

EXHIBIT “B” TO NOTICES OF BOUNDARY ACTION

Final Local Entity Plats

EXHIBIT C

NOTICES OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION
(SC Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Salem City, Utah (the "Council"), acting in its capacity as the creating entity for the SC Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on September 2, 2026 adopted a *Resolution Providing for the Creation of a 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 Surveyor of Utah County, Utah, 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 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 this 2nd day of September 2026.

CITY COUNCIL OF THE CITY OF SALEM, UTAH,
acting in its capacity as the creating authority for the
SC Public Infrastructure District No. 1,

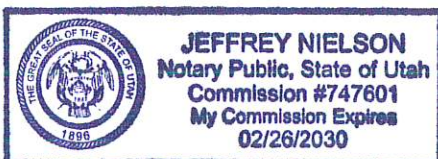
By: *Cristy Simons*
AUTHORIZED
REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this 2nd day of

September, 2026.



[Signature]
NOTARY PUBLIC

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

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Salem City, Utah (the "Council"), acting in its capacity as the creating entity for the SC Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on September 2, 2026 adopted a *Resolution Providing for the Creation of a 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 Surveyor of Utah County, Utah, 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 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 this 2nd day of September 2026.

CITY COUNCIL OF THE CITY OF SALEM, UTAH,
acting in its capacity as the creating authority for the
SC Public Infrastructure District No. 2,

By: Cristy Semmons
AUTHORIZED
REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this 2nd day of

September, 2026.



[Signature]
NOTARY PUBLIC

EXHIBIT "A" TO NOTICE OF BOUNDARY ACTION

Copy of the Creation Resolution

EXHIBIT "B" TO NOTICES OF BOUNDARY ACTION

Final Local Entity Plats

LEGEND

UTAH COUNTY MONUMENT

FOUND MONUMENT

SET 5/8" REBAR AND CAP

SET CURB PLUG

PROPERTY BOUNDARY

RIGHT-OF-WAY LINE

LOT LINE

SECTION LINE

SETBACK

EASEMENT

CENTERLINE

ADDRESSES

PROPOSED LOT NUMBERS

XXX X

1

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N21°44'35"W	16.58'
L2	S21°44'35"E	21.23'
L3	S74°36'50"W	234.90'
L4	S76°38'44"W	163.74'
L5	S10°39'06"E	297.99'
L6	S78°21'11"W	56.00'
L7	N10°39'06"W	296.33'
L8	S72°51'03"W	75.15'
L9	S72°52'14"W	75.02'
L10	S74°34'53"W	59.70'

LINE TABLE		
LINE	DIRECTION	LENGTH
L11	N23°03'08"W	2.70'
L12	S68°30'00"W	100.42'
L13	N11°36'08"W	11.72'
L14	S70°06'00"W	127.44'
L15	S70°06'00"W	21.08'
L16	S11°03'32"E	9.93'
L17	S68°38'39"W	50.64'
L18	S64°21'50"W	34.21'
L19	S54°38'25"W	7.49'

WEST AREA BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES SOUTH 00° 52' 18" EAST ALONG THE SECTION LINE 257.03 FEET AND DUE WEST 720.08 FEET FROM THE EAST 1/4 CORNER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 77° 51' 00" WEST 426.21 FEET; THENCE NORTH 21° 44' 35" WEST 16.58 FEET; THENCE SOUTH 78° 15' 00" WEST 494.05 FEET; THENCE SOUTH 21° 44' 35" EAST 21.23 FEET; THENCE SOUTH 77° 51' 00" WEST 391.65 FEET; THENCE NORTH 22° 05' 02" WEST 1056.02 FEET; THENCE NORTH 67° 42' 00" EAST 764.58 FEET; THENCE SOUTH 00° 46' 35" WEST 0.87 FEET; THENCE NORTH 68° 09' 35" EAST 328.60 FEET; THENCE NORTH 67° 14' 06" EAST 155.13 FEET; THENCE NORTH 66° 40' 44" EAST 107.91 FEET; THENCE SOUTH 20° 45' 00" EAST 0.97 FEET; THENCE NORTH 66° 40' 44" EAST 130.20 FEET; THENCE NORTH 66° 40' 39" EAST 155.68 FEET; THENCE NORTH 60° 42' 26" EAST 11.56 FEET; THENCE NORTH 60° 43' 39" EAST 33.99 FEET; THENCE NORTH 60° 42' 26" EAST 26.43 FEET; THENCE NORTH 64° 04' 11" EAST 164.01 FEET; THENCE NORTH 66° 22' EAST 137.29 FEET; THENCE NORTH 66° 32' 32" EAST 4.01 FEET; THENCE SOUTH 21° 30' 00" EAST 729.95 FEET; THENCE SOUTH 69° 19' 46" WEST 702.57 FEET; THENCE SOUTH 20° 31' 00" EAST 602.36 FEET TO THE POINT OF BEGINNING. CONTAINING 2,015,415 SQUARE FEET OR 46.27 ACRES.

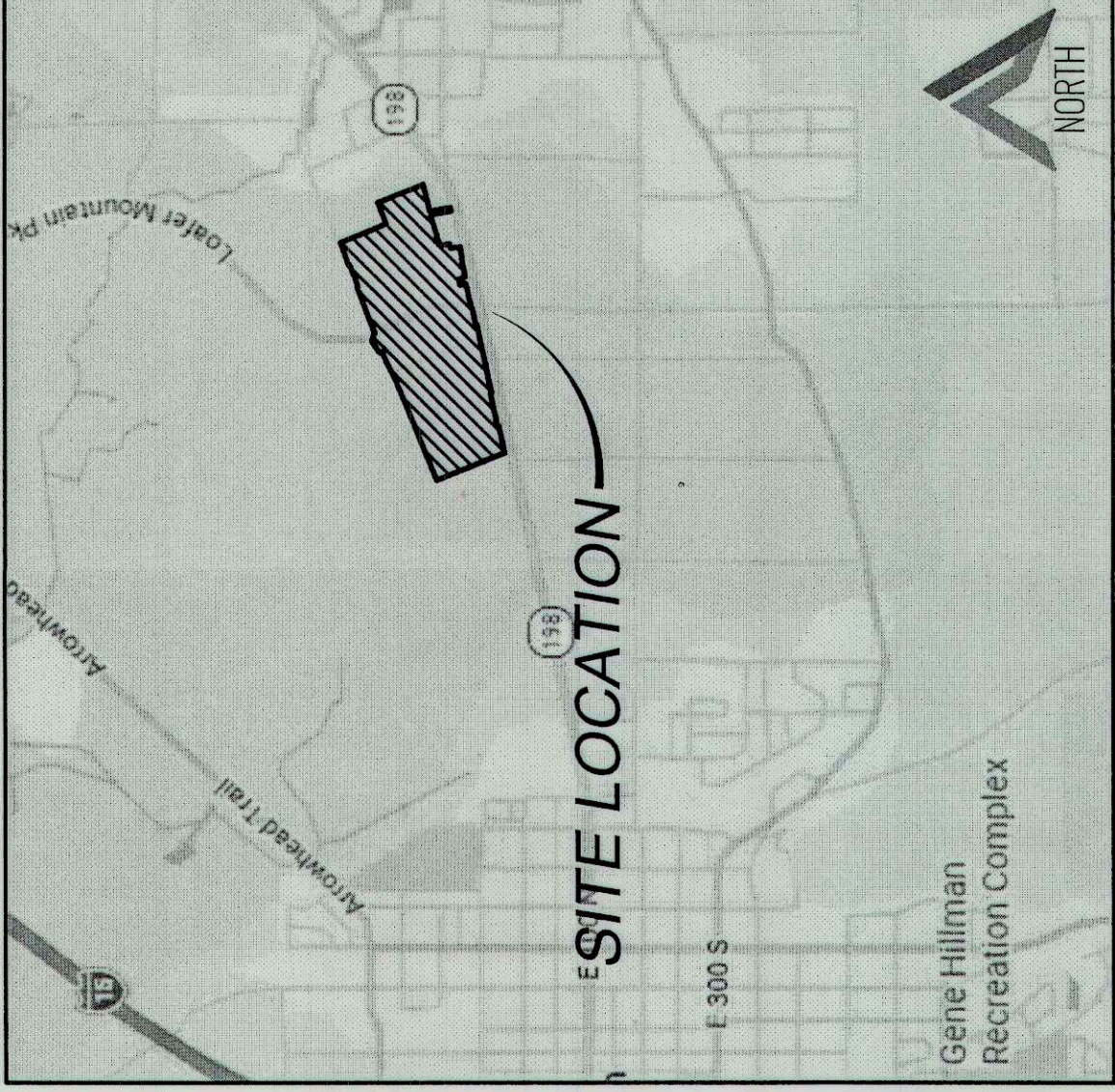
NORTH 1/4 CORNER
OF SECTION 10, T9S,
R2E, SLB&M

NORTHEAST CORNER
OF SECTION 10, T9S,
R2E, SLB&M

NORTHWEST CORNER
OF SECTION 11, T9S,
R2E, SLB&M

NORTH 1/4 CORNER
OF SECTION 11, T9S,
R2E, SLB&M

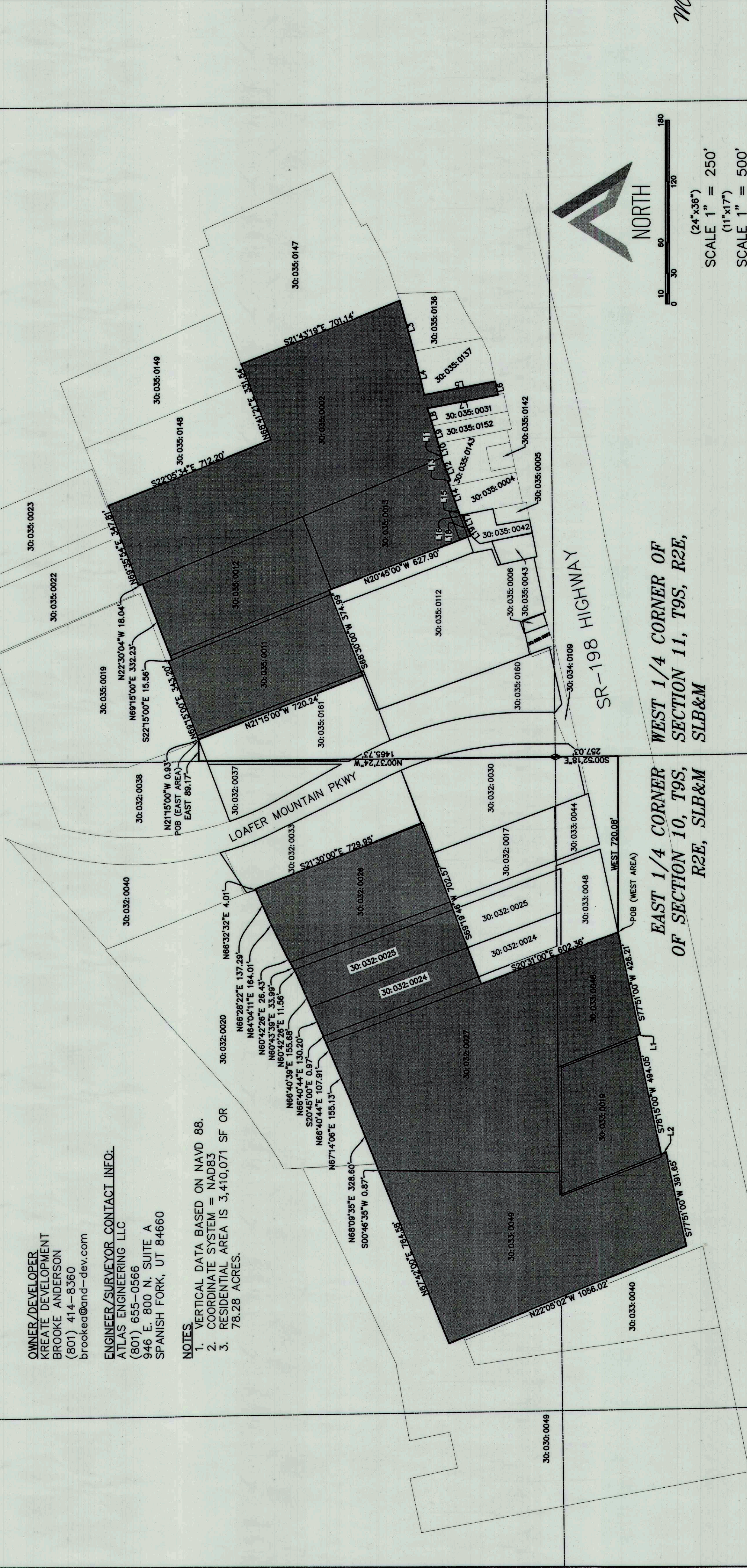
VICINITY MAP
-NTS-



OWNER/DEVELOPER
KREATE DEVELOPMENT
BROOKE ANDERSON
(801) 414-8360
brookecand-dev.com

ENGINEER/SURVEYOR CONTACT INFO:
ATLAS ENGINEERING LLC
(801) 655-0566
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

NOTES
1. VERTICAL DATA BASED ON NAVD 88.
2. COORDINATE SYSTEM = NAD83
3. RESIDENTIAL AREA IS 3,410,071 SF OR 78.28 ACRES.



SURVEYOR'S CERTIFICATE

I, MATTHEW B. JUDD DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 167268 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS MAP AND THE DESCRIPTIONS SHOWN HEREON ARE TRUE AND CORRECT AND HAVE BEEN PREPARED FOR THE BENEFIT AND USE OF THE OWNER/DEVELOPER SHOWN HEREON AND THE CITY OF SALEM, UTAH COUNTY, UTAH.

Matthew B Judd

DATE 7/23/26

EAST AREA BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES NORTH 00° 37' 24" WEST ALONG THE SECTION LINE 1465.73 FEET AND DUE EAST 89.17 FEET FROM THE WEST 1/4 CORNER OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 21° 15' 00" WEST 0.93 FEET; THENCE NORTH 69° 15' 00" EAST 343.20 FEET; THENCE SOUTH 22° 15' 00" EAST 15.56 FEET; THENCE NORTH 69° 15' 00" EAST 332.23 FEET; THENCE NORTH 22° 30' 04" WEST 18.04 FEET; THENCE NORTH 69° 35' 54" EAST 347.81 FEET; THENCE SOUTH 22° 05' 34" EAST 712.20 FEET; THENCE NORTH 68° 41' 21" EAST 331.54 FEET; THENCE SOUTH 21° 43' 19" EAST 701.14 FEET; THENCE SOUTH 74° 36' 50" WEST 234.90 FEET; THENCE SOUTH 76° 38' 44" WEST 163.74 FEET; THENCE SOUTH 10° 39' 06" EAST 297.99 FEET; THENCE SOUTH 78° 21' 11" WEST 56.00 FEET; THENCE NORTH 10° 39' 06" WEST 296.33 FEET; THENCE SOUTH 72° 51' 03" WEST 75.15 FEET; THENCE SOUTH 72° 52' 14" WEST 75.02 FEET; THENCE SOUTH 74° 34' 53" WEST 59.70 FEET; THENCE NORTH 23° 03' 08" WEST 2.70 FEET; THENCE SOUTH 68° 30' 00" WEST 100.42 FEET; THENCE NORTH 11° 36' 08" WEST 11.72 FEET; THENCE SOUTH 70° 06' 00" WEST 127.44 FEET; THENCE SOUTH 70° 06' 00" WEST 21.08 FEET; THENCE SOUTH 11° 03' 32" EAST 9.93 FEET; THENCE SOUTH 68° 38' 39" WEST 50.64 FEET; THENCE SOUTH 64° 21' 50" WEST 34.21 FEET; THENCE SOUTH 54° 38' 25" WEST 7.49 FEET; THENCE NORTH 20° 45' 00" WEST 627.90 FEET; THENCE SOUTH 68° 30' 00" WEST 374.99 FEET; THENCE NORTH 21° 15' 00" WEST 720.24 FEET TO THE POINT OF BEGINNING. CONTAINING 1,394,656 SQUARE FEET OR 32.02 ACRES.

ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-73-507.

COUNTY SURVEYOR'S SEAL

COUNTY SURVEYOR

SALEM CITY ACCEPTANCE

APPROVED THIS 2 DAY OF September 2026 AS FINAL LOCAL ENTITY PLAT FOR THE SC PUBLIC INFRASTRUCTURE DISTRICT NO.1 (RESIDENTIAL).

SIGNATURE: Cristy Simons

PRINTED NAME: Cristy Simons

TITLE: Mayor

ATTEST: J.H. Nail

CLERK-RECORDER

CLERK-RECORDER SEAL

FINAL LOCAL ENTITY PLAT

SC PUBLIC INFRASTRUCTURE
DISTRICT NO. 1 (RESIDENTIAL)

SALEM, UTAH COUNTY, UTAH

LOCATED IN THE N 1/2 OF SECTION 10 AND 11, OF TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH.

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

COUNTY RECORDER SEAL

Legal Descriptions

INITIAL DISTRICT BOUNDARIES LEGAL DESCRIPTION

SC PUBLIC INFRASTRUCTURE DISTRICT NOS. 1

District No. 1

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