

# STATE OF UTAH

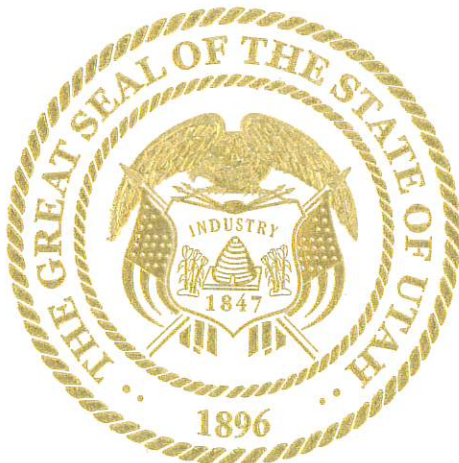


OFFICE OF THE LIEUTENANT GOVERNOR

## CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1, located in WASHINGTON CITY, dated DECEMBER 8, 2022, complying with Section §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 creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1, located in WASHINGTON COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 8<sup>th</sup> day of December, 2022 at Salt Lake City, Utah.

A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor

**NOTICE OF IMPENDING BOUNDARY ACTION**

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

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Washington, Utah (the "Council"), acting in its capacity as the creating entity for the Sienna Hills Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on November 9, 2022 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 Washington 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 9<sup>th</sup> day of November, 2022.

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

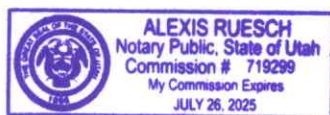
By: *Jan Staker*  
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH )  
 ) :ss.  
COUNTY OF WASHINGTON )

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> Day of

November, 2022.



*Alexis Ruesch*  
NOTARY PUBLIC

Washington, Utah

November 9, 2022

The City Council (the "Council") of Washington City, Utah (the "City"), met in regular session (including by electronic means) on November 9, 2022, at its regular meeting place in Washington, Utah at 6:00 p.m., with the following members of the Council being present:

Kress Staheli	Mayor
Kimberly Casperson	Councilmember
Craig Coats	Councilmember
Bret Henderson	Councilmember
Kurt Ivie	Councilmember
Ben Martinsen	Councilmember

Also present:

Jeremy Redd	City Manager
Tara Pentz	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November 9, 2022, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember Coats and seconded by Councilmember Ivie adopted by the following vote:

AYE: Council Members Craig Coats, Bret Henderson, Kurt Ivie, Ben Martinsen

NAY: Council Member Kimberly Casperson

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:

## RESOLUTION R2022-24

**A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF WASHINGTON, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE "DISTRICT") AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO EXECUTE AND APPROVE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; APPROVING OF AN ANNEXATION AREA; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE WITHIN THE ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES OF THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.**

**WHEREAS**, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of three separate 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 any of the districts may annex into therein without further approval or hearings of the City or the Council, as further described in Governing Document Exhibit A (as hereinafter defined) for the purpose of financing public infrastructure costs; and

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

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

**WHEREAS**, the City, as surface property owner of certain property described herein and proposed to be included within the District desires to consent to such inclusion; and

**WHEREAS**, prior to consideration of this Resolution, the City held a public hearing to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

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

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

**WHEREAS**, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Section 17B-1-211(1)(b) of the Act; and

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

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

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

**WHEREAS**, the governance of the District 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 District, 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 a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and a Final Entity Plat to be attached thereto as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

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

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

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

3. The Council, on behalf of the City (as surface property owner), does hereby approve and consent to the inclusion of parcel W-5-2-11-222 into the boundaries of the District and waives the 60-day protest period pursuant to Section 17D-4-201 of the PID Act.

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

5. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the District without further request of the District 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.

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

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

8. The District Board is hereby appointed as follows:

- (a) Trustee 1 – Robert Theodore Wheeler for an initial six-year term.
- (b) Trustee 2 – Jared Wheeler for an initial four-year term.
- (c) Trustee 3 – Greg Whitehead for an initial six-year term.
- (d) Trustee 4 – Gregg McArthur for an initial four-year term.
- (e) Trustee 5 – Justin Wayment for an initial six-year term.
- (f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

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

10. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor, a

Council Member, 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 (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

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

12. 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.

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

14. This resolution shall take effect immediately [provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than 30 days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Council Member, the City Attorney, or the City Manager].


**PASSED AND ADOPTED** by the City Council of the City of Washington, Utah, this November 9, 2022.

Washington City

Attest by:

  
Tara Pentz, City Recorder



  
Kress Staheli, Mayor



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


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

Washington City

Attest by:

  
Tara Pentz, City Recorder



  
Kress Staheli, Mayor

STATE OF UTAH )  
 : ss.  
COUNTY OF WASHINGTON )

I, Tara Pentz, the undersigned duly qualified and acting City Recorder of the City of Washington, 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 November 9, 2022, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this November 9, 2022.

---

Tara Pentz, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Tara Pentz, the undersigned City Recorder of the City of Washington, 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 November 9, 2022, 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; and

(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.

In addition, the Notice of 2022 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 (i) posted on October 24, 2022 at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the City on October 24, 2022 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 9, 2022.



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Tara Pentz, City Recorder



Washington City Council  
Regular Meeting Agenda  
November 9, 2022

**PUBLIC NOTICE** is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on **Wednesday, November 9, 2022 at 6:00 P.M.** hosted at the Washington City Office located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

**Invocation:** Rev Dr Ralph Clingan

**Pledge of Allegiance:** By Invitation

**National Anthem:** Washington City Band

**1. APPROVAL OF AGENDA**

**2. ANNOUNCEMENTS**

**3. DECLARATION OF ABSTENTIONS & CONFLICTS**

**4. INTRODUCTIONS**

- a. Introduction to Wreaths Across America. Megan Carter and Sarah Green

**5. CONSENT AGENDA**

- a. Consideration to approve the minutes from the City Council Meeting of 10/26/22.
- b. Consideration to approve the Board Audit Report from October 2022.
- c. Consideration to approve a Final Plat Amendment to Homesteads at Stucki Farms, Phase 3, lots 56 & 57, located at 708 East and 686 East Prairie Way Applicant: Kirk Barker
- d. Consideration to approve a Final Plat for the Dennett East Industrial Phase 2 subdivision, located at approximately 1710 East 1340 South. Applicant: Doug Dennett
- e. Consideration to approve a Final Plat for the Red Waters at Sunrise Valley Phase 3 subdivision, located at approximately Country Way and Balancing Rock Drive. Applicant: Middon LLC
- f. Consideration to approve a Final Plat for the Finley Farms Phase 1b subdivision located at 380 East and Sidbury Road. Applicant: Todd Smith, Bright Ideas LLC.

- g. Consideration to approve a Final Plat for the Finley Farms Phase 3 subdivision located at 380 East and Bramish Place. Applicant: Todd Smith, Bright Ideas LLC.
- h. Consideration to approve a Final Plat for the Finley Farms Phase 4 subdivision located at Climber Wharf Ln and Homeside Road. Applicant: Todd Smith, Bright Ideas LLC.
- i. Consideration to approve a Final Plat for the Sunrise Valley Industrial Phase 2 subdivision, located at approximately Country Way and Smelter Drive. Applicant: Red Waters Industrial Development LLC.
- j. Consideration to approve a Final Plat for the Simister Estates minor subdivision located at approximately 3930 South 170 West. Applicant: Stephen Simister.
- k. Consideration to approve a Roadway Dedication Plat for the public right-of-way for Weatherby Way. Applicant: Johnson Engineering.
- l. Consideration to award the bid for the Main Street Substation 69kV Switching Project to BODEC in the amount of \$658,911.96.
- m. Consideration to award the bid for the Cherokee Springs Water System Replacement Project to Van Con, Inc. in the amount of \$1,219,222.00.
- n. Consideration to award a bid for the Street Sweeper to Owen Equipment in the amount of \$349,033.00
- o. Consideration to award a bid for the Storm Water Jet Truck to Olympus Equipment in the amount of \$489,960.00

## **6. PUBLIC HEARINGS**

***\*\*Public comments will be accepted at: [washingtoncity.org/meetings](http://washingtoncity.org/meetings), until 5:00 pm the day before the meeting. After that time only in person comments will be taken.\*\****

- a. Public hearing and consideration to approve a Resolution amending the 2022/2023 FY Budget. Finance Director Brian Brown
- b. Public hearing and consideration to approve a Resolution providing for the creation of PID2022-01 Sienna Hills Public Infrastructure District No. 1 (The "District") as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; delegating to certain officers of the city the authority to execute and approve the final terms and provisions of the governing document, the interlocal agreement, the notice of boundary action and any other documents related thereto; approving of an

annexation area; authorizing the district to provide services relating to the financing and construction of public infrastructure within the annexation area; appointing a board of trustees of the district; authorizing other documents in connection therewith; and related matters. Applicant: Tri-State Funding, LLC

## **7. PRELIMINARY PLAT**

- a. Consideration to approve a Preliminary Plat for Corral Hollow located at approximately Lost Creek Drive and Corral Hollow Drive. Applicant: DR Horton.
- b. Consideration to approve a Preliminary Plat for Hoodoo Hollow at Long Valley, located at Lost Spring Drive and Rigs Loop Drive. Applicant: DR Horton.

## **8. ORDINANCES**

- a. Consideration to approve an Ordinance General Plan Amendment G-22-07, from Open Space (OS) to Estate Residential (ER) located at approximately 2335 E. Washington Dam Road. Applicant: Lance Miller
- b. Consideration to approve an Ordinance amending a portion of the Washington City Code Title 9, Chapter 16, Multi-Family Parking. Community Development Director Drew Ellerman
- c. Consideration to approve an Ordinance amending technical wording in Washington City Code Title 8, Chapter 9, Landscaping and Water Conservation. City Manager Jeremy Redd

## **9. RESOLUTION**

- a. Consideration to approve a Resolution amending the Interlocal Agreement with the Washington City Redevelopment Agency for the Sienna Hills Community Reinvestment Project Area. Applicant: Tri-State Funding, LLC

## **10. AGREEMENTS**

- a. Consideration to approve an amendment to the Stucki Farms Development Agreement. Applicants: South Landing Development, LLC and Preserve at Stucki Farms, LLC.

## **11. POWER**

- a. Discussion and consideration to approve the use of the Power Rate Stabilization Fund. City Manager Jeremy Redd & Power Director Rick Hansen

**12. FINANCE**

- a. Washington City Financial Quarterly Report. Finance Director Brian Brown

**13. REPORT OF OFFICERS FROM ASSIGNED COMMITTEE**

**14. CITY MANAGER REPORT**

**15. CLOSED SESSION**

- a. Purchase, exchange, or lease of property;
- b. Pending or potential litigation;
- c. Character or professional competence of an individual.

**16. ADJOURNMENT**

POSTED this 20th day of October, 2022  
Tara Pentz, City Recorder

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*In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.*

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**WASHINGTON CITY**  
**AMENDED 2022 MEETING SCHEDULE**

**PUBLIC NOTICE** is hereby given that the Washington City Council, Planning Commission, and Power Board will hold their regularly scheduled meetings for the Calendar Year 2022 as follows:

**CITY COUNCIL WORKSHOP MEETING**

2nd and 4th Wednesday from 4:00 P.M. - 5:30 P.M.

**CITY COUNCIL REGULAR MEETING**

2nd and 4th Wednesday at 6:00 P.M.

**PLANNING COMMISSION**

1st and 3rd Wednesday at 6:00 P.M.

**POWER BOARD**

1st Tuesday at 5:00 P.M.

Any additional Committee / Board Meetings will be scheduled on an as needed basis.

All meetings are hosted in the Council Chambers of the Washington City Offices, (unless otherwise posted) located at 111 North 100 East.

POSTED on this 3rd day of January 2022.

Tara Pentz, City Recorder

*In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.*



**GOVERNING DOCUMENT  
FOR  
SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1  
WASHINGTON CITY, UTAH**

**November 9, 2022**

**Prepared By:  
Gilmore & Bell, P.C.  
Salt Lake City, Utah**

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<b>EXHIBIT B</b>	Washington City Vicinity Map
<b>EXHIBIT C</b>	Initial District and Annexation Area Boundary Map
<b>EXHIBIT D</b>	Interlocal Agreement between the District and Washington City
<b>EXHIBIT E</b>	Anticipated Public Improvements and Landscape Improvements

## **I. INTRODUCTION**

### **A. Purpose and Intent.**

The District is an independent unit 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, its 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 District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

### **B. Need for the District.**

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

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

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District 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 District has authority to directly provide public improvements, the District also has the authority to pledge tax revenues to an interlocal entity that provides public improvements.

It is the intent of the District 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 District 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 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 District.

## **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 and as particularly described in **Exhibit A** which are approved by the City for annexation or withdrawal from or into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation within the District.

Approved Development Plan: means a Development Agreement, Preliminary Development Plan, or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

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

Board: means the board of trustees of the District.

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

City: means Washington City, Utah.

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

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

C-PACE Act: means title 11, Chapter 42a of the Utah Code, as amended from time to time.

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 the Sienna Hills Public Infrastructure District No. 1.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

Electronic Sign: means the electronic sign anticipated to be constructed by the District for use by the City and property owners within the District; such sign anticipated to be owned by the City and leased to the property owners.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a commercial property owner or commercial tenant is an End User. The business entity that constructs commercial structures is not an End User.

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

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 District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District 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: means the boundaries of the area described in the Initial District Boundary Map and as particularly described in **Exhibit A**.

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

Landscape Improvements: means those landscaping improvements to serve the future taxpayers of the District, as set forth in **Exhibit E**.

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

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

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

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

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

Project: means the development or property commonly referred to as the Sienna Hills Automall.

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 Local District Act and **Exhibit E**, including the Electronic Sign and the Landscape Improvements to serve the future taxpayers of the District Area as determined by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately 41.2 acres and the total area proposed to be included in the Annexation Area Boundaries is approximately 0.3 acres. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes 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 approximately 41.5 acres of mostly undeveloped land. The current assessed valuation of the District Area within the Initial District Boundaries is \$0.00 as it has been owned by the State of Utah and managed by SITLA. This valuation is solely for purposes of this Governing Document, and at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The District is not anticipated to have any residents at buildout.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto.

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

#### **A. Powers of the District and Governing Document Amendment.**

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, the PID Act, and other applicable statutes, common law and the Constitution, subject to any limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity 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 shall dedicate the Electronic Sign to the City, provided that the City agrees to lease the Electronic Sign back to the property owners who will be responsible for the operations and maintenance of the Electronic Sign, the terms of which will be set forth in a future agreement between the City, the District, and such property owners.

2. Improvements Limitation. Notwithstanding the provisions of Section V.A.1 above, without written authorization of the City, the District shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by the District. In addition, the District shall not be authorized to finance any recreational or public spaces (including but not limited to parks, community centers, plazas) to be dedicated to the City without



written authorization of the City. The City hereby authorizes the District to finance the Electronic Sign and the Landscape Improvements and to dedicate such improvements to the City the terms of which will be set forth in a future agreement between the City, the District, and such property owners. The City has no obligations arising from or relating to the completion of the Electronic Sign and the Landscape Improvements. Any completion of the forgoing shall be the responsibility of the District and/or the property owners and any lease of the Electronic Sign by the City to the property owners shall be subject to completion of such Electronic Sign and such Electronic Sign being leased to the City.

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

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that the City employs or engages.

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

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

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

6. Annexation and Withdrawal.

(a) The District shall not include within its 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 the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and

registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

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

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

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

7. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

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

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of an aggregate amount of Twelve Million Dollars (\$12,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

10. Bankruptcy Limitation. All of the limitations contained in the 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. In no event shall the District have authority to exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding without the prior approval of the City Council.

12. Governing Document Amendment Requirement.

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

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

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. 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. Based on current projections under conceptual development plans for the Project, it is estimated that the total public infrastructure costs for the Project will be approximately Six and a Half Million Dollars (\$6,500,000), subject to change based on market conditions, fluctuating cost of labor and materials, design changes, and inflation.

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. The Board shall be composed of five Trustees who shall be appointed by the City Council pursuant to the PID Act. Any Trustee appointed by the City Council shall be an owner of land or an agent or officer of the owner of land within the boundaries of the District. All Trustees shall be at large seats. Trustee terms shall be staggered with initial terms as

follows: Trustees 1, 3, and 5 shall serve an initial term of six (6) years; Trustees 2 and 4 shall serve an initial term of four (4) years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Because there are not anticipated to be any residents within the District, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District.

C. 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 City Council pursuant to the PID Act and the Local District Act. 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 pursuant to the Local District Act and in accordance with the PID District Act. So long as SITLA owns any property within the District, the Board shall at all times include a representative of SITLA.

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

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

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 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 District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, or both, and other legally available revenues. The District shall not issue Debt in excess of an aggregate amount of Twelve Million Dollars (\$12,000,000). The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determine shall

meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 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 fifteen percent (15%). 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.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt and administrative expenses of the District shall be 0.004 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. In addition, unless otherwise agreed to in writing by the City, the authority of the District to impose any mill levy shall expire if the District has not issued Debt within five (5) years from the date of approval of this Governing Document.

(b) 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.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within Thirty-Six (36) 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 (including, unless otherwise agreed to in writing by the City, any refunding bonds relating to such bond) after a period exceeding Forty-Five (45) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law, including tax increment revenues (if any). At the

District's 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 District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

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

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

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

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be

constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the District 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. Accordingly, the District agrees 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.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 180 days following the end of the District's fiscal year.

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names 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 the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **XI. DISCLOSURE TO PURCHASERS**

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

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

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

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$400** for the duration of the District's Bonds.”



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

## **XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its organization. Failure of the District 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 D** at the public hearing approving the Governing Document.

## EXHIBIT A

### Legal Description of the Initial District Boundaries and Annexation Area

#### Initial District Boundaries

ALL OF PARCEL D, E, AND I OF AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1 TOGETHER WITH OTHER LANDS BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BLUFF VIEW DRIVE, SAID POINT BEING N88°43'26"W 2647.55 FEET AND N01°16'34"E 423.75 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N87°36'22"W 33.53 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 112.55 FEET, A DELTA ANGLE OF 12°03'12", A CHORD BEARING OF S86°22'02"W, AND A CHORD LENGTH OF 112.34 FEET; (3) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 465.00 FEET, AN ARC LENGTH OF 75.06 FEET, A DELTA ANGLE OF 09°14'55", A CHORD BEARING OF S84°57'54"W, AND A CHORD LENGTH OF 74.98 FEET; AND (4) N88°54'20"W 51.37 FEET; THENCE N01°05'40"E 717.85 FEET; THENCE N68°08'43"E 649.57 FEET; THENCE S88°01'10"E 69.28 FEET; THENCE S68°07'53"W 205.10 FEET; THENCE N89°27'41"E 225.51 FEET; THENCE N68°08'35"E 657.85 FEET; THENCE N68°09'46"E 132.73 FEET; THENCE N68°08'24"E 33.13 FEET; THENCE N68°12'09"E 305.40 FEET; THENCE N64°16'11"E 203.27 FEET; THENCE N71°55'19"E 102.86 FEET; THENCE N73°48'46"E 443.70 FEET TO THE NORTHEAST CORNER OF PARCEL D OF AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1; THENCE S16°11'29"E ALONG THE EASTERLY LINE OF SAID PARCEL D, 213.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TWIN ROCKS COVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 134.66 FEET, A DELTA ANGLE OF 11°25'50", A CHORD BEARING OF S60°30'50"W, AND A CHORD LENGTH OF 134.44 FEET; (2) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 340.10 FEET, A DELTA ANGLE OF 31°10'40", A CHORD BEARING OF S70°23'15"W, AND A CHORD LENGTH OF 335.92 FEET; AND (3) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 86.05 FEET, A DELTA ANGLE OF 07°18'16", A CHORD BEARING OF S82°19'27"W, AND A CHORD LENGTH OF 86.00 FEET; THENCE S15°06'33"E 50.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TWIN ROCKS COVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 76.37 FEET, A DELTA ANGLE OF 07°00'05", A CHORD BEARING OF N82°28'32"E, AND A CHORD LENGTH OF 76.33 FEET; AND (2) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 66.09 FEET, A DELTA ANGLE OF 05°36'36", A CHORD

BEARING OF N83°10'17"E, AND A CHORD LENGTH OF 66.06 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.48 FEET, A DELTA ANGLE OF 85°54'13", A CHORD BEARING OF S56°40'54"E, AND A CHORD LENGTH OF 34.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ARCH DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S13°43'48"E 8.40 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 173.45 FEET, A DELTA ANGLE OF 17°17'01", A CHORD BEARING OF S22°22'18"E, AND A CHORD LENGTH OF 172.79 FEET; AND (3) S31°00'49"E 19.82 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.47 FEET, A DELTA ANGLE OF 88°10'10", A CHORD BEARING OF S13°04'16"W, AND A CHORD LENGTH OF 34.79 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COMMERCE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 1540.00 FEET, AN ARC LENGTH OF 187.07 FEET, A DELTA ANGLE OF 06°57'36", A CHORD BEARING OF S53°40'32"W, AND A CHORD LENGTH OF 186.96 FEET; (2) S49°14'26"W 30.77 FEET; (3) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.16 FEET, AN ARC LENGTH OF 30.78 FEET, A DELTA ANGLE OF 87°28'28", A CHORD BEARING OF N86°46'55"W, AND A CHORD LENGTH OF 27.87 FEET; (4) S47°39'04"W 50.00 FEET; (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.18 FEET, A DELTA ANGLE OF 89°19'27", A CHORD BEARING OF S02°03'50"W, AND A CHORD LENGTH OF 28.12 FEET; (6) S46°43'33"W 63.06 FEET; (7) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 5.21 FEET, A DELTA ANGLE OF 14°55'32", A CHORD BEARING OF S54°11'40"W, AND A CHORD LENGTH OF 5.20 FEET; (8) S61°39'26"W 42.88 FEET; (9) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 5.21 FEET, A DELTA ANGLE OF 14°55'32", A CHORD BEARING OF S54°11'19"W, AND A CHORD LENGTH OF 5.20 FEET; (10) S46°43'33"W 137.77 FEET; (11) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N88°16'27"W, AND A CHORD LENGTH OF 28.28 FEET; (12) S46°43'33"W 66.00 FEET; (13) S43°16'27"E 13.22 FEET; (14) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.50 FEET, A DELTA ANGLE OF 87°22'34", A CHORD BEARING OF S00°24'50"W, AND A CHORD LENGTH OF 27.63 FEET; AND (15) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 272.85 FEET, A DELTA ANGLE OF 20°18'11", A CHORD BEARING OF S33°57'01"W, AND A CHORD LENGTH OF 271.43 FEET; THENCE N89°41'47"W 901.72 FEET; THENCE S81°07'23"W 448.01 FEET; THENCE S01°05'39"W 145.29 FEET TO THE POINT OF BEGINNING.

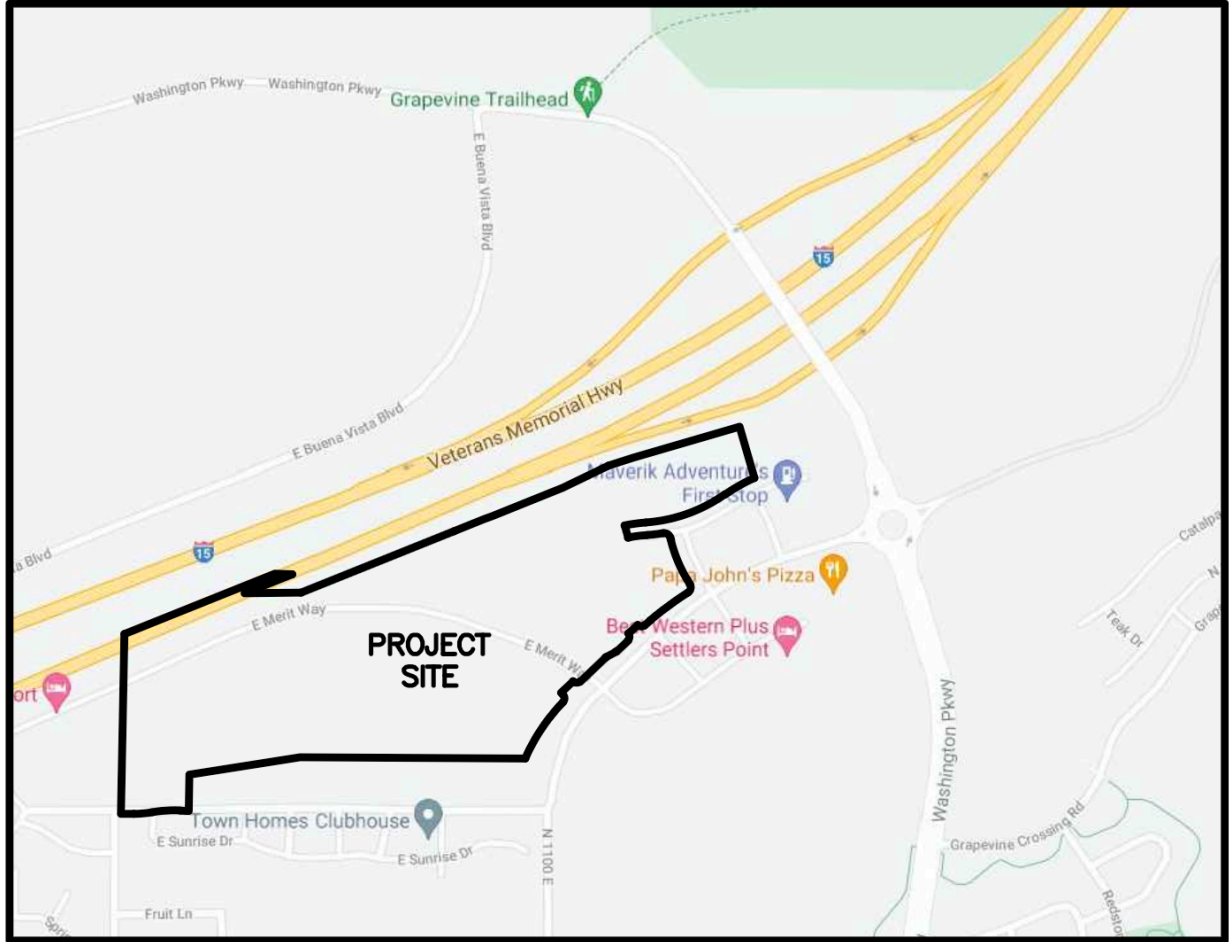
CONTAINING 41.470 ACRES MORE OR LESS.

### **Annexation Area**

**EXHIBIT B**

Washington City Vicinity Map





VICINITY MAP  
NOT TO SCALE



## EXHIBIT D

### INTERLOCAL AGREEMENT BETWEEN

THE WASHINGTON CITY, UTAH

AND

SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

THIS AGREEMENT is made and entered into as of this 9<sup>th</sup> day of November, 2019, by and between the WASHINGTON CITY, a political subdivision of the State of Utah ("City"), and SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a political subdivision of the State of Utah (the "District"). The City and the District are collectively referred to as the Parties.

### RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District's Governing Document approved by the City on \_\_\_\_\_, 2022 ("Governing Document"); and

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

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

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

### COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto.

2. Improvements Limitation. Notwithstanding the provisions of Section V.A.1 of the Governing Document, without written authorization of the City, the District shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by the District. In addition, the District shall not be authorized to finance any recreational or public gathering spaces (including but not limited to parks, community centers or plazas) to be dedicated to the City without written consent of the City. The City has no obligations arising from or relating to the completion of the Electronic Sign and the Landscape Improvements. Any completion of the foregoing shall be the responsibility of the District and/or the property owners and any lease of the

Electronic Sign by the City to the property owners shall be subject to completion of such Electronic Sign and such Electronic Sign being leased to the City.

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

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

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

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

5. Inclusion Limitation. The District shall not include within any of their 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 or withdrawal of any area within the Annexation Area into or from the District Boundaries. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code. In addition, any portion of the Annexation Area Boundaries outside of the incorporated boundaries of the City may only be annexed into the District upon (i) annexation of such property into the City or (ii) adoption of a resolution of Washington County authorizing such annexation into the District.

6. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. 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 District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.



8. Total Debt Issuance. The District shall not issue Debt in excess of Twelve Million Dollars (\$12,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

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

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Eminent Domain. In no event shall the District have authority to exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding without the prior approval of the City Council.

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

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

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

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

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

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$400** for the duration of the District’s Bonds.”

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

13. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material 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 District.

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

15. 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.

16. Maximum Debt Mill Levy.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.004 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8).

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

17. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-six (36) 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-five (45) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

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

To the District: Sienna Hills Public Infrastructure District No. 1  
c/o Justin W. Wayment, Esq.  
51 East 400 North, Bldg #1  
P.O. Box 1808  
Cedar City, Utah 84721

To the City: Washington City  
111 North 100 East  
Washington, Utah 84780  
Attn: City Manager  
Phone: (435) 656-6300

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.

19. 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.

20. 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.

21. 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.

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

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

24. 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.

25. 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.

26. Parties Interested Herein. There are no third-party beneficiaries to this Agreement. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

27. 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.

28. 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.

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

30. 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]

SIENNA HILLS PUBLIC  
INFRASTRUCTURE DISTRICT NO. 1

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

Attest:

\_\_\_\_\_  
Secretary

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

WASHINGTON CITY, UTAH  
By: Kim Stahler  
Mayor

Attest:

By: Chara Pentz  
Its: City Recorder

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

## Developer Improvements for Sienna Hills Auto Mall

### PID

<b>Item</b>	<b>Cost</b>
<b>Roads and Infrastructure</b> (water lines, water lines gate valves, water fire-lines, fire hydrants, meandering sidewalks (5ft) roads with center islands, prime coat, curb and gutter, storm drains, storm manholes, sewer, sewer manholes, sewer laterals).	\$2,985,000
<b>Landscape</b> - Public landscape will consist of a variety of plant materials and rock as appropriate to the character of the Project Area and designed to conserve the use of water.	\$375,000 budget
<b>Pocket parks and benches</b>	\$75,250 budget
<b>Underground Electrical Power &amp; Street and Parkway Lighting</b>	\$955,000
<b>New Main Sign for Sienna Hills Auto Mall</b>	\$1,180,000
<b>Entry Signs for Auto Mall</b>	\$49,500 budget
<b>Retaining Walls</b>	\$
<b>Total</b>	<b>\$5,619,750</b>

## RESOLUTION R2022-24

**A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF WASHINGTON, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE "DISTRICT") AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO EXECUTE AND APPROVE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; APPROVING OF AN ANNEXATION AREA; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE WITHIN THE ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES OF THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.**

**WHEREAS**, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of three separate 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 any of the districts may annex into therein without further approval or hearings of the City or the Council, as further described in Governing Document Exhibit A (as hereinafter defined) for the purpose of financing public infrastructure costs; and

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

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

**WHEREAS**, the City, as surface property owner of certain property described herein and proposed to be included within the District desires to consent to such inclusion; and

**WHEREAS**, prior to consideration of this Resolution, the City held a public hearing to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

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

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

**WHEREAS**, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Section 17B-1-211(1)(b) of the Act; and

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

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

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

**WHEREAS**, the governance of the District 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 District, 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 a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and a Final Entity Plat to be attached thereto as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

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

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

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



3. The Council, on behalf of the City (as surface property owner), does hereby approve and consent to the inclusion of parcel W-5-2-11-222 into the boundaries of the District and waives the 60-day protest period pursuant to Section 17D-4-201 of the PID Act.

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

5. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the District without further request of the District 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.

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

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

8. The District Board is hereby appointed as follows:

- (a) Trustee 1 – Robert Theodore Wheeler for an initial six-year term.
- (b) Trustee 2 – Jared Wheeler for an initial four-year term.
- (c) Trustee 3 – Greg Whitehead for an initial six-year term.
- (d) Trustee 4 – Gregg McArthur for an initial four-year term.
- (e) Trustee 5 – Justin Wayment for an initial six-year term.
- (f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

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

10. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor, a

Council Member, 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 (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

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

12. 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.

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

14. This resolution shall take effect immediately [provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than 30 days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Council Member, the City Attorney, or the City Manager].


**PASSED AND ADOPTED** by the City Council of the City of Washington, Utah, this November 9, 2022.

Washington City

Attest by:

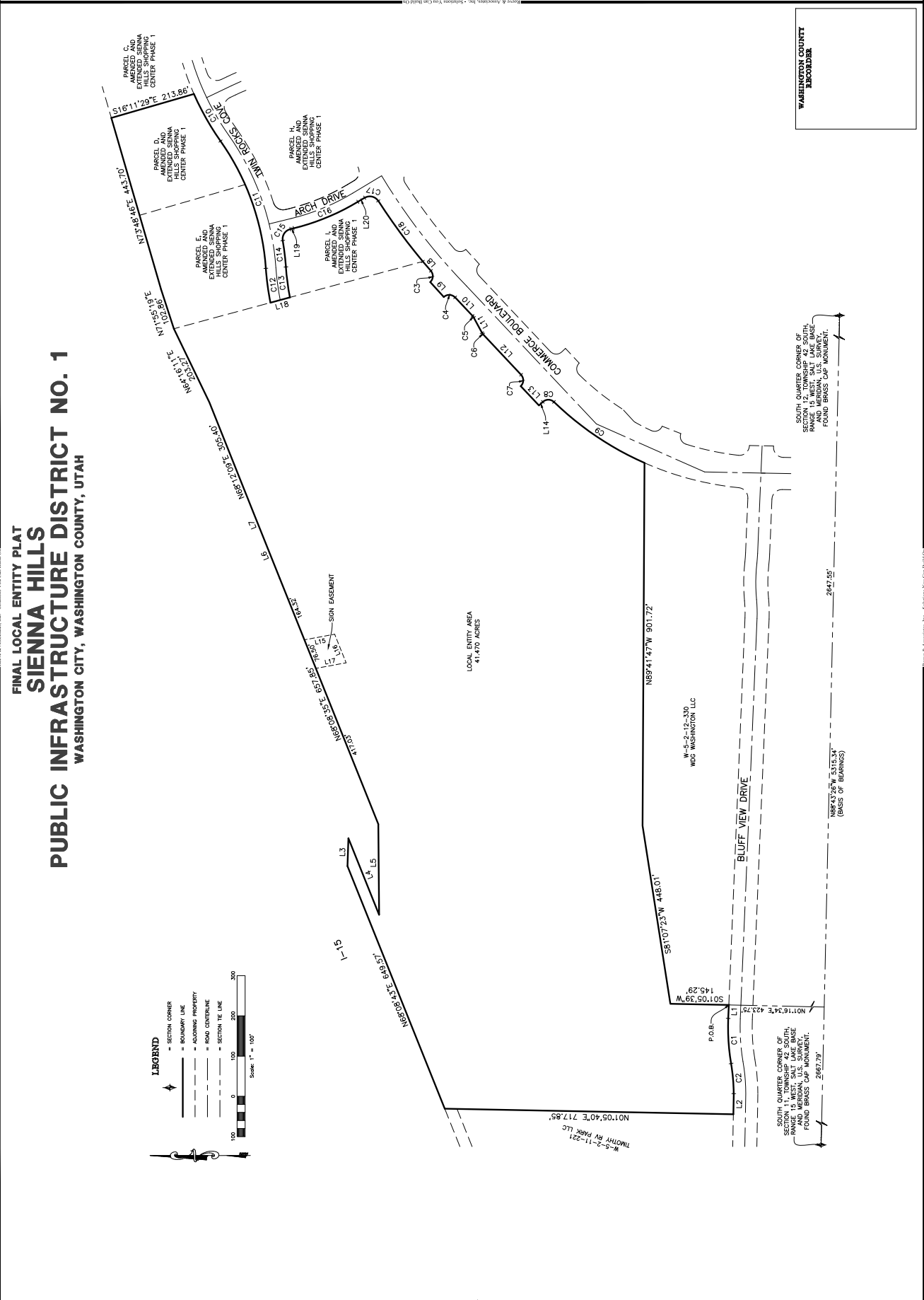
  
Tara Pentz, City Recorder



  
Kress Staheli, Mayor

REVISIONS	DATE	DESCRIPTION

Project Info:
Surveyor: HATCH
Designer: N. ANDERSON
Begin: 4-16-2022
Name: SIENNA HILLS
LOCAL ENTITY PLAT
Scale: 1" = 100'
Checker: CLAYTON
Number: 7646-01



**FINAL LOCAL ENTITY PLAT**  
**SIENNA HILLS**  
**PUBLIC INFRASTRUCTURE DISTRICT NO. 1**  
 WASHINGTON CITY, WASHINGTON COUNTY, UTAH

LOCAL ENTITY AREA  
 41.470 ACRES

W-5-2-11-221  
 TIMOTHY RV PARK, LLC

W-5-2-12-330  
 WDC WASHINGTON LLC

PARCEL C, D, E, AND H AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L1, L2, L3, L4, L5, L7, L8, L9, L10, L12, L13, L14, L15 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L16, L17, L18, L19 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L20 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L21 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L22 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L23 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L24 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L25 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L26 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L27 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L28 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L29 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L30 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L31 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L32 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L33 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L34 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

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PARCEL L42 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L43 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

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PARCEL L86 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

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PARCEL L97 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L98 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L99 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

PARCEL L100 AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1

LEGEND

- SECTION CORNER
- BOUNDARY LINE
- ADJOINING PROPERTY
- ROAD CENTERLINE
- SECTION TIE LINE

Scale: 1" = 100'

SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 16 WEST, MERIDIAN 11 WEST, FOUND BRASS CAP MONUMENT.

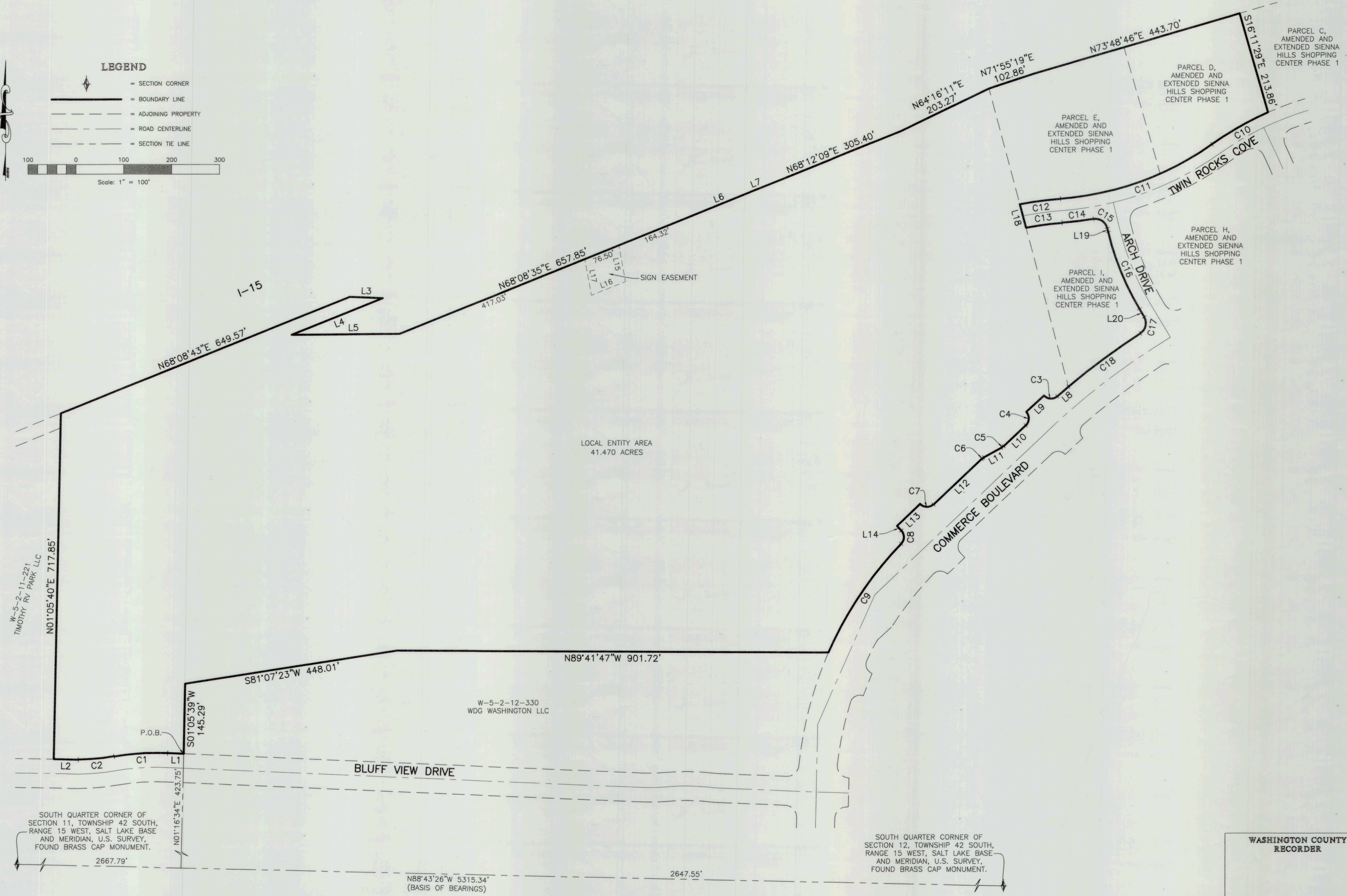
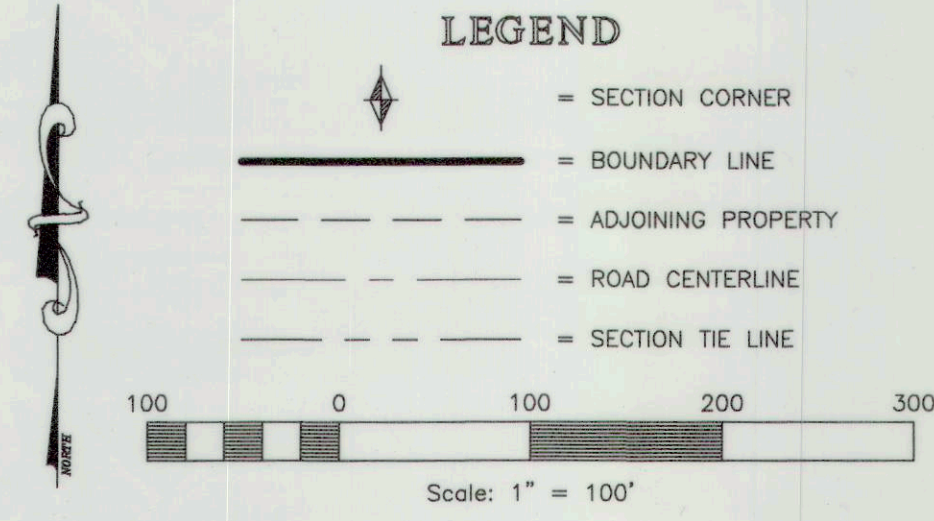
SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 16 WEST, MERIDIAN 11 WEST, FOUND BRASS CAP MONUMENT.

WASHINGTON COUNTY RECORDER

Reeve & Associates, Inc. • Solutions You Can Build On



# FINAL LOCAL ENTITY PLAT SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1 WASHINGTON CITY, WASHINGTON COUNTY, UTAH



**Reeve & Associates, Inc.**

300 CHAMBERS STREET SUITE 11  
LAND PARKERS • CIVIL ENGINEERS • LAND SURVEYORS  
TEL: (801) 951-3100 FAX: (801) 951-2968 www.reeve-associates.com

TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION

**SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1**

WASHINGTON CITY, WASHINGTON COUNTY, UTAH

**FINAL LOCAL ENTITY PLAT**


**Project Info.**

Surveyor: T. HATCH  
 Designer: N. ANDERSON  
 Begin Date: 4-6-2022  
 Name: SIENNA HILLS LOCAL ENTITY PLAT  
 Scale: 1"=100'  
 Checked:    
 Number: 7646-01

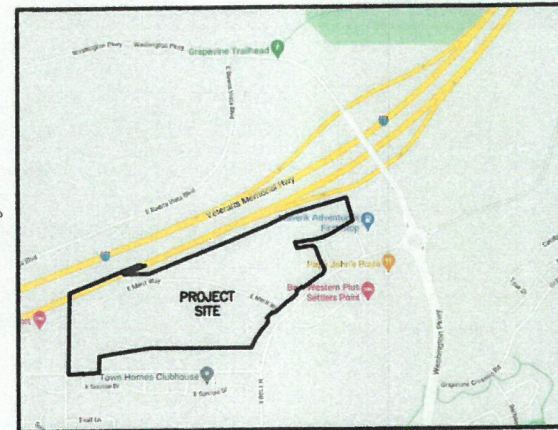
WASHINGTON COUNTY  
RECORDER

# FINAL LOCAL ENTITY PLAT

## SIENNA HILLS

### PUBLIC INFRASTRUCTURE DISTRICT NO. 1

WASHINGTON CITY, WASHINGTON COUNTY, UTAH



VICINITY MAP  
NOT TO SCALE

#### SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NUMBER 9031945 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS MAP IS A TRUE AND ACCURATE REPRESENTATION OF THE LOCAL ENTITY PLAT SHOWN AND DESCRIBED HEREON

#### BOUNDARY DESCRIPTION

ALL OF PARCEL D, E, AND I OF AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1 TOGETHER WITH OTHER LANDS BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BLUFF VIEW DRIVE, SAID POINT BEING N88°43'26"W 2647.55 FEET AND N01°16'34"E 423.75 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N87°36'22"W 33.53 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 112.55 FEET, A DELTA ANGLE OF 12°03'12", A CHORD BEARING OF S86°22'02"W, AND A CHORD LENGTH OF 112.34 FEET; (3) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 465.00 FEET, AN ARC LENGTH OF 75.06 FEET, A DELTA ANGLE OF 09°14'55", A CHORD BEARING OF S84°57'54"W, AND A CHORD LENGTH OF 74.98 FEET; AND (4) N88°54'20"W 51.37 FEET; THENCE N01°05'40"E 717.85 FEET; THENCE N68°08'43"E 649.57 FEET; THENCE S88°01'10"E 69.28 FEET; THENCE S68°07'53"W 205.10 FEET; THENCE N89°27'41"E 225.51 FEET; THENCE N68°08'35"E 657.85 FEET; THENCE N68°09'46"E 132.73 FEET; THENCE N68°08'24"E 33.13 FEET; THENCE N68°12'09"E 305.40 FEET; THENCE N64°16'11"E 203.27 FEET; THENCE N71°55'19"E 102.86 FEET; THENCE N73°48'46"E 443.70 FEET TO THE NORTHEAST CORNER OF PARCEL D OF AMENDED AND EXTENDED SIENNA HILLS SHOPPING CENTER PHASE 1; THENCE S16°11'29"E ALONG THE EASTERLY LINE OF SAID PARCEL D, 213.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TWIN ROCKS COVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 134.66 FEET, A DELTA ANGLE OF 11°25'50", A CHORD BEARING OF S60°30'50"W, AND A CHORD LENGTH OF 134.44 FEET; (2) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 340.10 FEET, A DELTA ANGLE OF 31°10'40", A CHORD BEARING OF S70°23'15"W, AND A CHORD LENGTH OF 335.92 FEET; AND (3) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 86.05 FEET, A DELTA ANGLE OF 07°18'16", A CHORD BEARING OF S82°19'27"W, AND A CHORD LENGTH OF 86.00 FEET; THENCE S15°06'33"E 50.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TWIN ROCKS COVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 76.37 FEET, A DELTA ANGLE OF 07°00'05", A CHORD BEARING OF N82°28'32"E, AND A CHORD LENGTH OF 76.33 FEET; AND (2) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 66.09 FEET, A DELTA ANGLE OF 05°36'36", A CHORD BEARING OF N83°10'17"E, AND A CHORD LENGTH OF 66.06 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S13°43'48"E 8.40 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 173.45 FEET, A DELTA ANGLE OF 17°17'01", A CHORD BEARING OF S22°22'18"E, AND A CHORD LENGTH OF 172.79 FEET; AND (3) S31°00'49"E 19.82 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.47 FEET, A DELTA ANGLE OF 88°10'10", A CHORD BEARING OF S13°04'16"W, AND A CHORD LENGTH OF 34.79 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COMMERCE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 1540.00 FEET, AN ARC LENGTH OF 187.07 FEET, A DELTA ANGLE OF 06°57'36", A CHORD BEARING OF S53°40'32"W, AND A CHORD LENGTH OF 186.96 FEET; (2) S49°14'26"W 30.77 FEET; (3) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.16 FEET, AN ARC LENGTH OF 30.77 FEET, A DELTA ANGLE OF 89°19'27", A CHORD BEARING OF S02°03'50"W, AND A CHORD LENGTH OF 28.12 FEET; (4) S46°43'33"W 63.06 FEET; (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 5.21 FEET, A DELTA ANGLE OF 14°55'32", A CHORD BEARING OF S54°11'40"W, AND A CHORD LENGTH OF 5.20 FEET; (6) S61°39'26"W 42.88 FEET; (7) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 14°55'32", A CHORD BEARING OF S54°11'19"W, AND A CHORD LENGTH OF 5.20 FEET; (8) S46°43'33"W 137.77 FEET; (9) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N88°16'27"W, AND A CHORD LENGTH OF 28.28 FEET; (10) S46°43'33"W 66.00 FEET; (11) S43°16'27"E 13.22 FEET; (12) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.50 FEET, A DELTA ANGLE OF 87°22'34", A CHORD BEARING OF S00°24'50"W, AND A CHORD LENGTH OF 27.63 FEET; AND (13) S43°16'27"E 13.22 FEET; (14) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.50 FEET, A DELTA ANGLE OF 87°22'34", A CHORD BEARING OF S00°24'50"W, AND A CHORD LENGTH OF 27.63 FEET; AND (15) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 272.85 FEET, A DELTA ANGLE OF 20°18'11", A CHORD BEARING OF S33°57'01"W, AND A CHORD LENGTH OF 271.43 FEET; THENCE N88°41'47"W 901.72 FEET; THENCE S81°07'23"W 448.01 FEET; THENCE S01°05'39"W 145.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 41.470 ACRES MORE OR LESS.

#### WASHINGTON CITY ACCEPTANCE

APPROVED THIS 9 DAY OF November, 2022, AS A FINAL LOCAL ENTITY PLAT FOR THE SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1.

*Kress Staheli*  
SIGNATURE  
Kress Staheli  
PRINTED NAME  
Mayor  
TITLE  
ATTEST: *Alexis Ruedsch*  
RECORDER



#### WASHINGTON 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 17-23-20 AMENDED.

*Reed W. Leffler*  
COUNTY SURVEYOR  
12-7-22  
DATE  
SURVEYOR'S SEAL  
WASHINGTON COUNTY

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	535.00	112.55	112.34	56.48	S86°22'02"W	12°03'12"
C2	465.00	75.06	74.98	37.61	S84°57'54"W	9°14'55"
C3	20.16	30.78	27.87	19.29	N86°46'55"W	87°28'28"
C4	20.00	31.18	28.12	19.77	S02°03'50"W	89°19'27"
C5	20.00	5.21	5.20	2.62	S54°11'40"W	14°55'32"
C6	20.00	5.21	5.20	2.62	S54°11'19"W	14°55'32"
C7	20.00	31.42	28.28	20.00	N88°16'27"W	90°00'00"
C8	20.00	30.50	27.63	19.10	S00°24'50"W	87°22'34"
C9	770.00	272.85	271.43	137.87	S33°57'01"W	20°18'11"
C10	675.00	134.66	134.44	67.56	S60°30'50"W	11°25'50"
C11	625.00	340.10	335.92	174.37	S70°23'15"W	31°10'40"
C12	675.00	86.05	86.00	43.09	S82°19'27"W	7°18'16"
C13	625.00	76.37	76.33	38.23	N82°28'32"E	7°00'05"
C14	675.00	66.09	66.06	33.07	N83°10'17"E	5°36'36"
C15	25.00	37.48	34.07	23.27	S56°40'54"E	85°54'13"
C16	575.00	173.45	172.79	87.39	S22°22'18"E	17°17'01"
C17	25.00	38.47	34.79	24.21	S13°04'16"W	88°10'10"
C18	1540.00	187.07	186.96	93.65	S53°40'32"W	6°57'36"

LINE	BEARING	DISTANCE
L1	N87°36'22"W	33.53
L2	N88°54'20"W	51.37
L3	S88°01'10"E	69.28
L4	S68°07'53"W	205.10
L5	N89°27'41"E	225.51
L6	N68°09'46"E	132.73
L7	N68°08'24"E	33.13
L8	S49°14'26"W	30.77
L9	S47°39'04"W	50.00
L10	S46°43'33"W	63.06
L11	S61°39'26"W	42.88
L12	S46°43'33"W	137.77
L13	S46°43'33"W	66.00
L14	S43°16'27"E	13.22
L15	S10°29'20"E	76.50
L16	S68°08'35"W	76.50
L17	N10°29'20"W	76.50
L18	S15°06'33"E	50.12
L19	S13°43'48"E	8.40
L20	S31°00'49"E	19.82

11-17-2022  
DATE



TREVOR J. HATCH  
LICENSE NO. 9031945

WASHINGTON COUNTY  
RECORDER



REVISIONS	DESCRIPTION

SIENNA HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1  
WASHINGTON CITY, WASHINGTON COUNTY, UTAH  
FINAL LOCAL ENTITY PLAT

Project Info.  
Surveyor: T. HATCH  
Designer: N. ANDERSON  
Begin Date: 4-6-2022  
Name: SIENNA HILLS LOCAL ENTITY PLAT  
Scale: 1"=100'  
Checked:  
Number: 7646-01

Sheet 1 of 2  
1 2  
Sheets