



CITY COUNCIL

MEMBERS:

LEANNE HUFF
COREY THOMAS
SHARLA BYNUM
NICK MITCHELL
PAUL SANCHEZ
NATALIE PINKNEY
CLARISSA WILLIAMS

ARIEL ANDRUS
CITY RECORDER
220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE
UTAH
84115
P 801.483.6019
F 801.464.6770
SSLC.GOV

South Salt Lake City Council REGULAR MEETING AGENDA

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, June 12, 2024**, in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.**, or as soon thereafter as possible.

To watch the meeting live click the link below to join:

<https://zoom.us/j/93438486912>

Watch recorded City Council meetings at: [youtube.com/@SouthSaltLakeCity](https://www.youtube.com/@SouthSaltLakeCity)

Conducting
Council Chair
Sergeant at Arms

Sharla Bynum, District 3
Sharla Bynum
South Salt Lake PD

Opening Ceremonies

1. Welcome/Introductions
2. Pledge of Allegiance

Sharla Bynum
Corey Thomas

No Action Comments

1. Scheduling
2. Public Comments/Questions
 - a. Response to Comments/Questions
(at the discretion of the conducting Council Member)
3. Mayor Comments
4. City Attorney Comments
5. City Council Comments

City Recorder

Action Items

Unfinished Business

1. An Ordinance of the South Salt Lake City Council Amending Ordinance No. 2023-05, Which is an Ordinance of the South Salt Lake City Council Vacating a Public Right of Way Located at 200 East at Approximately 3550 South through 3570 South, to Correct Errors and Omissions
2. Council Action to Adopt and Operate on Each Fund Budget of the Fiscal Year 2024-2025 Tentative Budget as the Fiscal Year 2024-2025 Interim Budget Separately by Resolution
 - a. General Fund
 - b. Capital Improvements Fund
 - c. Insurance Reserve Fund
 - d. Lease Debt Service Fund
 - e. Public Safety Service Special Revenue Fund
 - f. Public Works Campus Construction Fund
 - g. Solid Waste Fund
 - h. Stormwater Utility Fund
 - i. Wastewater Utility Fund

Jonathan Weidenhamer

Crystal Makin

See page two for continuation of Agenda

j. Water Utility Fund

- | | |
|--|---------------|
| 3. A Resolution of the South Salt Lake City Council
Adopting a Proposed Tax Rate for the General
Purposes of the City | Crystal Makin |
| 4. A Resolution of the South Salt Lake City Council
Adopting a Proposed Tax Rate for the Public Safety
Services Purposes of the City | Crystal Makin |

New Business

- | | |
|--|---------------|
| 1. An Ordinance of the South Salt Lake City Council
Amending Section 3.11.100 of the South Salt Lake
City Municipal Code to Modify Fees Relating to
Utilities in South Salt Lake City | Crystal Makin |
|--|---------------|

Public Hearing – 7:00 (Or As Soon Thereafter as Possible)

To receive public input with respect to (a) the issuance of not to exceed \$50,000,000 of Sales Tax Revenue Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of said bonds will have on the private sector.

1. Crystal Makin, for the City, to present information and answer questions
2. Open Public Hearing
3. Receive Public input
4. Close Public Hearing
5. Discussion by the City Council

Public Hearing – 7:30 (Or As Soon Thereafter as Possible)

To receive public input regarding proposed amendments to all 2023/2024 fund budgets.

1. Crystal Makin, for the City, to present information and answer questions
2. Open Public Hearing
3. Receive Public input
4. Close Public Hearing
5. Discussion by the City Council
6. At Conclusion of Discussion by the Council, Motion and Second by Council
 - a. To move action until a future specified meeting date;
 - b. To take it to a work meeting for further discussion; or
 - c. To take final action on the matter by adopting the budget amendments by Resolution

Motion for Closed Meeting

Adjourn

Posted June 7, 2024

Those needing auxiliary communicative aids or other services for this meeting should contact Ariel Andrus at 801-483-6019, giving at least 24 hours' notice.

In accordance with State Statute and Council Policy, one or more Council Members may be connected electronically.

Public Comments/Question Policy

Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. When a member of the audience addresses the Council and/or Mayor, they will come to the podium and state their name and City they reside in. The Public will be asked to limit their remarks/questions to three (3) minutes each. The conducting Council Member shall have discretion as to who will respond to a comment/question. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks. Some comments/questions may have to wait for a response until the next regular council meeting. The conducting Council Member will inform a citizen when they have used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

Have a question or concern? Call the connect line 801-464-6757 or email connect@sslc.gov

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING ORDINANCE NO. 2023-05, WHICH IS AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL VACATING A PUBLIC RIGHT OF WAY LOCATED AT 200 EAST AT APPROXIMATELY 3550 SOUTH THROUGH 3570 SOUTH, TO CORRECT ERRORS AND OMISSIONS.

WHEREAS The South Salt Lake City Council (the “City Council”) is authorized to vacate some or all of a public street within the City of South Salt Lake (the “City”), pursuant to Utah Code Ann. § 10-9a-609.5;

WHEREAS, the City Council, exercised its legislative authority through Ordinance No. 2023-05 to vacate the public right of way located at 200 East approximately 3550 South through 3570 South on February 22, 2023, after the proper noticing and public hearing requirements, pursuant to Utah Code Ann. § 10-9a-609.5, and the determination that good cause existed for the vacation and the public interest or any person would not be materially injured by such vacation;

WHEREAS: Katmark Partners LLC, the adjacent property owner to the west of the street vacation was the petitioner for the right of way vacation and expressed a desire to purchase the entire width of the right of way in conjunction with the vacation;

WHEREAS, the other adjacent property owners to the east of the right of way were notified of the vacation petition and option to purchase the land and did not opt to purchase the right of way for the fair market value of the property;

WHEREAS, Katmark Partners LLC paid for the fair market value of the entire portion of vacated right of way;

WHEREAS, Ordinance 2023-05 omitted language expressly conveying the title of the entire width of the vacated right of way to Katmark Partners which was the intent of the approval as evidenced by the staff report submitted at the time, the petition for vacation, other supporting documentation and the subsequent actions by all parties.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of South Salt Lake as follows:

SECTION 1. Enactment. Ordinance No. 2023-05 as attached in “Exhibit A” is hereby amended and replaced with “Exhibit B.”

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

SECTION 4. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

DATED this _____ day of _____, 2024.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mitchell	_____
Sanchez	_____
Pinkney	_____
Williams	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

Exhibit A

ORDINANCE NO. 2023- 05

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL VACATING A PUBLIC RIGHT OF WAY LOCATED AT 200 EAST AT APPROXIMATELY 3550 SOUTH THROUGH 3570 SOUTH, AS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Council has authority to vacate streets, rights of way, and easements, from use by the public through a petition to vacate pursuant to Utah Code § 10-9a-609.5; and

WHEREAS, the City received a petition to vacate public right of way located at 200 E at approximately 3550 South through 3570 South in South Salt Lake, more particularly described in the attached legal description (Exhibit 1) and corresponding visual (Exhibit 2), both of which are incorporated herein by this reference; and

WHEREAS, the Planning Commission held a properly noticed public hearing pursuant to Utah Code § 10-9a-208 of the Utah Code on January 19, 2023, to review the petition and afford the public an opportunity to be heard; and

WHEREAS, the Planning Commission held a properly noticed public meeting on February 16, 2023, and unanimously forwarded a positive recommendation to the City Council to vacate the street as described above; and

WHEREAS, the City Council held a properly noticed public hearing pursuant to Utah Code §§ 10-9a-208 and 10-9a-609.5 on February 22, 2023, to review the petition and afford the public an opportunity to be heard; and

WHEREAS, the City Council finds that: (i) good cause exists for the vacation, and (ii) neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, the City Council finds that the public right-of-way vacation is in the best interest of the City; and

WHEREAS, the City Council finds that the right-of-way vacation is in harmony with the general plan of the City;

NOW THEREFORE, be it ordained, by the City Council of the City of South Salt Lake that the public right of way located at 200 E at approximately 3550 South through 3570 South in South Salt Lake as described in the following attached legal description in Exhibit 1 and visual in Exhibit 2 to this ordinance is hereby vacated as described.

(signatures appear on separate page)

(remainder of page intentionally left blank)



This ordinance will take effect upon execution by the Mayor or after fifteen days from transmission to the office of Mayor if neither approved nor disapproved by the Mayor.

DATED this 22 day of February 2023.

BY THE CITY COUNCIL:

Cory Thomas
-Sharla Bynum, Council Chair - VICE
Cory Thomas

ATTEST:

Ariel Andrus
Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	<u>YES</u>
Huff	<u>YES</u>
Mila	<u>ABSENT</u>
Pinkney	<u>YES</u>
Siwik	<u>NO</u>
Thomas	<u>YES</u>
Williams	<u>YES</u>

Transmitted to the Mayor's office on this 23 day of February, 2023.

Ariel Andrus
Ariel Andrus, City Recorder

MAYOR'S ACTION:

Approve

Dated this 23rd day of February, 2023.

Cherie Wood
Cherie Wood, Mayor

ATTEST:

Ariel Andrus
Ariel Andrus, City Recorder



EXHIBIT 1

VACATED PROPERTY

The Vacated Property is in Salt Lake County, Utah and is more particularly described:

A tract of land being a portion of 200 East Street that has not been previously vacated between the south line of Lot 13, Block 17, Ten Acre Plat "A", Big Field Survey, Salt Lake County, Utah, and a point approximately 152.56 feet southerly of the center of Winslow Avenue, said tract being described by metes and bounds as follows:

A tract of land located in the Northwest Quarter of Section 31, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being a part of said Lot 13, having a basis of bearing of North 00°33'02" East between ring and lid monuments in 300 East Street established at the intersections of Baird Avenue (NAD83 coordinates N=7421376.164 E=1534273.300 U.S.ft.) and 3300 South Street (NAD83 coordinates N=7423900.677 E=1534297.555 U.S.ft.), more particularly described by survey as follows;

COMMENCING at a point located 8.47 feet North 00°32'43" East, along the monument line between Baird Avenue and Penny Avenue, and 763.66 feet North 89°47'15" West, along the center line of Baird Avenue, and 185.23 feet North 00°22'52" East, along the center line of 200 East Street, to the North boundary of said Alhambra Place being a subdivision recorded as Entry number 266613 in Book "F" of plats page 54 on June 1st 1910 (said point of beginning being the common corner to Lots 5, 6, 13, and 14, of said Block 17;

FROM said monument at Baird Avenue and 300 East Street;

RUNNING thence North 89°48'15" W 24.75 feet, along the north boundary of said Alhambra Place (being the south line of said Lot 6, Block 17, to the west right of way line of said 200 East Street; Thence North 00°22'52" East 325.96 feet, along said west right of way line; Thence South 89°37'08" East 49.50 feet, to the east right of way line of said 200 East Street; Thence South 00°22'52" West 325.80 feet, along said east right of way line, to said north boundary of Alhambra Place (being the south line of said Lot 13, Block 17; Thence North 89°48'15" W 24.75 feet, to the point of beginning.

Containing 16,129 square feet, more or less.

EXHIBIT 2

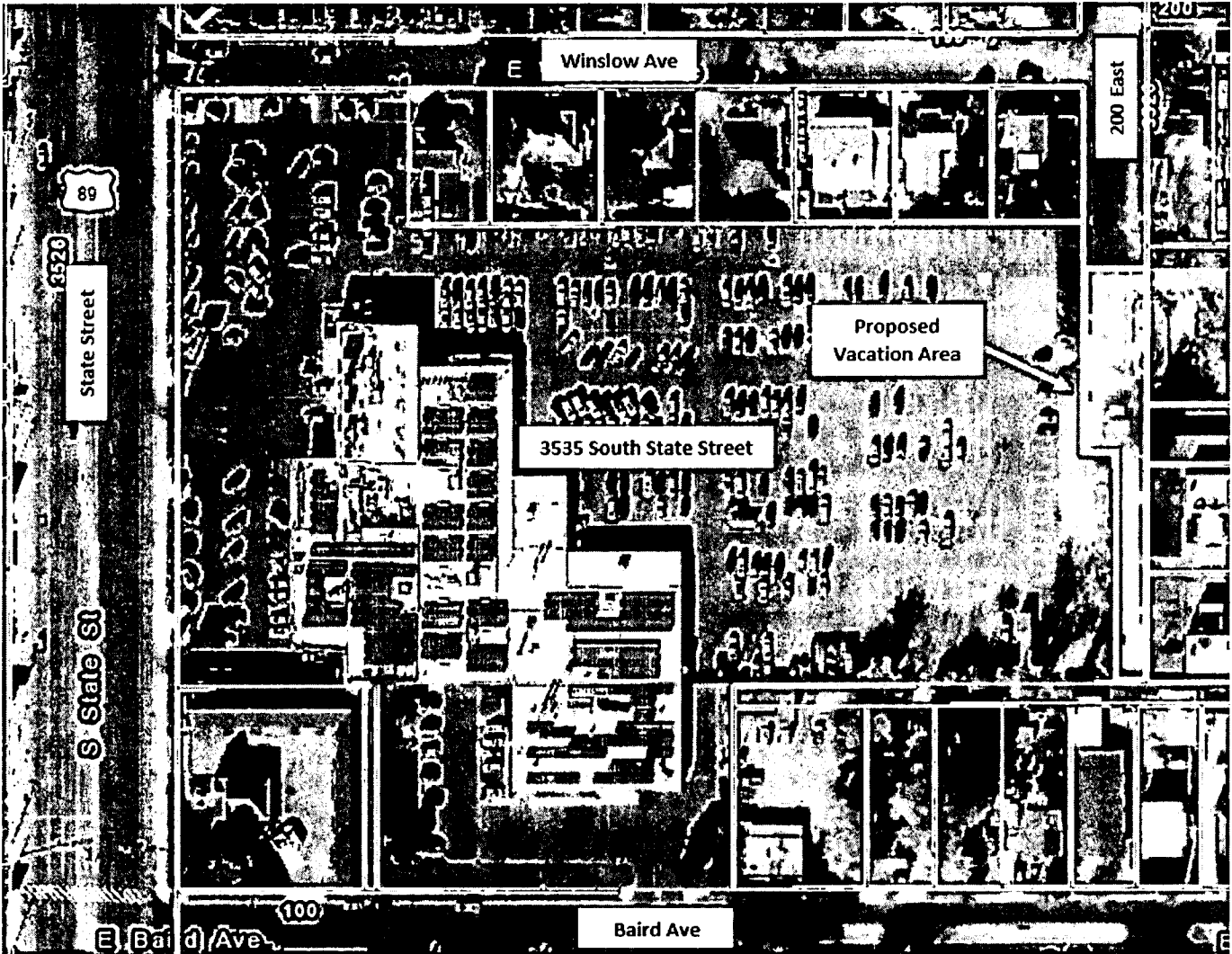


Exhibit B

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL VACATING A PUBLIC RIGHT OF WAY LOCATED AT 200 EAST AT APPROXIMATELY 3550 SOUTH THROUGH 3570 SOUTH, AS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Council has authority to vacate streets, rights of way, and easements, from use by the public through a petition to vacate pursuant to Utah Code § 10-9a-609.5; and

WHEREAS, the City received a petition to vacate public right of way located at 200 E at approximately 3550 South through 3570 South in South Salt Lake, more particularly described in the attached legal description (Exhibit 1) and corresponding visual (Exhibit 2), both of which are incorporated herein by this reference; and

WHEREAS, the Planning Commission held a properly noticed public hearing pursuant to Utah Code § 10-9a-208 of the Utah Code on January 19, 2023, to review the petition and afford the public an opportunity to be heard; and

WHEREAS, the Planning Commission held a properly noticed public meeting on February 16, 2023, and unanimously forwarded a positive recommendation to the City Council to vacate the street as described above; and

WHEREAS, the City Council held a properly noticed public hearing pursuant to Utah Code §§ 10-9a-208 and 10-9a-609.5 on February 22, 2023, to review the petition and afford the public an opportunity to be heard; and

WHEREAS, the City Council finds that: (i) good cause exists for the vacation, and (ii) neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, the City Council finds that the public right-of-way vacation is in the best interest of the City; and

WHEREAS, the City Council finds that the right-of-way vacation is in harmony with the general plan of the City;

WHEREAS, the City Council finds that all property owners adjacent to the right of way being vacated were notified of the option to purchase the half width of the right of way portion adjacent to their property; and

WHEREAS, the City Council finds that Katmark Partners LLC has expressed an interest in purchasing the entire width of the vacated right of way for the fair market value of the property and no other adjacent owner expressed an interest in owning the portion of the right of way adjacent to their property.

NOW THEREFORE, be it ordained, by the City Council of the City of South Salt Lake that the public right of way located at 200 E at approximately 3550 South through 3570 South in South Salt Lake as described in the following attached legal description in Exhibit 1 and visual in Exhibit 2 to this ordinance is hereby vacated and conveyed as described.

(signatures appear on separate page)

(remainder of page intentionally left blank)

This ordinance will take effect upon execution by the Mayor or after fifteen days from transmission to the office of Mayor if neither approved nor disapproved by the Mayor.

DATED this _____ day of _____, 2024.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mitchell	_____
Sanchez	_____
Pinkney	_____
Williams	_____

Transmitted to the Mayor's office on this _____ day of _____, 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

EXHIBIT 1

RIGHT OF WAY PROPERTY TO BE VACATED AND CONVEYED TO KATMARK PARTNERS, LLC

The Property is in Salt Lake County, Utah and is more particularly described:

A tract of land being a portion of 200 East Street that has not been previously vacated between the south line of Lot 13, Block 17, Ten Acre Plat "A", Big Field Survey, Salt Lake County, Utah, and a point approximately 152.56 feet southerly of the center of Winslow Avenue, said tract being described by metes and bounds as follows:

A tract of land located in the Northwest Quarter of Section 31, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being a part of said Lot 13, having a basis of bearing of North 00°33'02" East between ring and lid monuments in 300 East Street established at the intersections of Baird Avenue (NAD83 coordinates N=7421376.164 E=1534273.300 U.S.ft.) and 3300 South Street (NAD83 coordinates N=7423900.677 E=1534297.555 U.S.ft.), more particularly described by survey as follows;

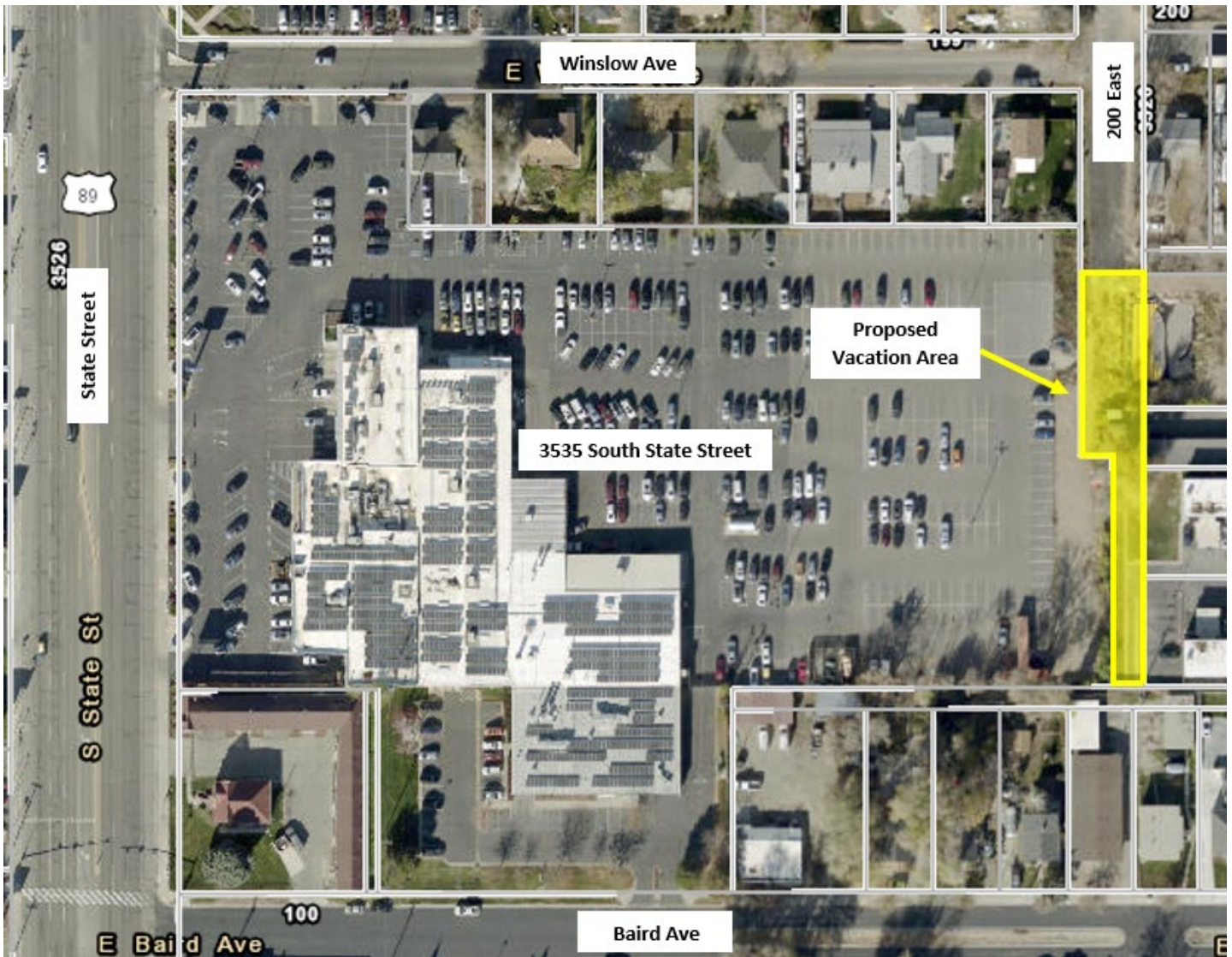
COMMENCING at a point located 8.47 feet North 00°32'43" East, along the monument line between Baird Avenue and Penny Avenue, and 763.66 feet North 89°47'15" West, along the center line of Baird Avenue, and 185.23 feet North 00°22'52" East, along the center line of 200 East Street, to the North boundary of said Alhambra Place being a subdivision recorded as Entry number 266613 in Book "F" of plats page 54 on June 1st 1910 (said point of beginning being the common corner to Lots 5, 6, 13, and 14, of said Block 17;

FROM said monument at Baird Avenue and 300 East Street;

RUNNING thence North 89°48'15" W 24.75 feet, along the north boundary of said Alhambra Place (being the south line of said Lot 6, Block 17, to the west right of way line of said 200 East Street; Thence North 00°22'52" East 325.96 feet, along said west right of way line; Thence South 89°37'08" East 49.50 feet, to the east right of way line of said 200 East Street; Thence South 00°22'52" West 325.80 feet, along said east right of way line, to said north boundary of Alhambra Place (being the south line of said Lot 13, Block 17; Thence North 89°48'15" W 24.75 feet, to the point of beginning.

Containing 16,129 square feet, more or less.

EXHIBIT 2





SOUTH SALT LAKE CITY ATTORNEY'S OFFICE MEMORANDUM

TO: Mayor and City Council
FROM: Brienne Brass, Deputy City Attorney
DATE: 06/12/2024
RE: AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING ORDINANCE NO. 2023-05 WHICH IS AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL VACATING A PUBLIC RIGHT OF WAY LOCATED AT 200 EAST AT APPROXIMATELY 3550 SOUTH THROUGH 3570 SOUTH TO CORRECT ERRORS AND OMISSIONS.

Attached is a proposed ordinance to amend the previously adopted Ordinance 2023-05, which vacated the right of way located at 200 East and approximately 3550 South through 3570 South. The petition to vacate was submitted by Katmark Partners, LLC ("Katmark"). The petition went through the mandatory noticing and public hearing requirements of Utah Code Ann. 10-9a-609.5 and was ultimately approved. The ordinance was approved February 22, 2023, and recorded with the County Recorder's Office. The city owned the right of way property in fee simple through a right of way dedication that occurred in the 1950s prior to the property being annexed into the city from Salt Lake County in the 90's. Prior to the adoption of Ordinance 2023-05, as is required by law, the city provided notice to all adjacent property owners of their option to purchase the right of way adjacent to their property. The only property owner to express an interest in purchasing the property was Katmark. The city had an appraisal done and Katmark paid the city for the fair market value of the entire width of the vacated right of way.

The ordinance omitted language of the city's intention to convey the vacated right of way to Katmark in fee simple. Staff is proposing the amended ordinance be approved to correct the omission and clarify the City Council's intention to convey the property in its entirety to Katmark as was presented, through the petition, staff reports, meeting presentations, and other supporting documentation to the Council at the time of approval.

This amendment is being proposed to correct an error and omission in the record regarding the ownership of the property as the development of the property is progressing forward.

cc: City Recorder

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE GENERAL FUND BUDGET AS THE INTERIM GENERAL FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative General Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative General Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative General Fund budget as the Interim General Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024 at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative General Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the General Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative General Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the General Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the General Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative General Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

[Remainder of page intentionally left blank]

[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the General Fund of the City of South Salt Lake, Utah for the Fiscal
Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
GENERAL FUND		
TAXES		
10-3110-000	PROPERTY TAXES - CURRENT	2,200,000
10-3120-000	PROPERTY TAXES - PRIOR	200,000
10-3130-000	SALES TAXES	3,265,189
10-3135-000	SALES TAXES-CITY OPTION	2,000,000
10-3140-000	ENERGY SALES/USE TAXES	3,200,000
10-3144-000	TRANSIENT ROOM TAX	50,000
Total TAXES:		10,915,189
LICENSES AND PERMITS		
10-3210-000	BUSINESS LICENSES	1,400,000
10-3210-300	APARTMENT LICENSE FEES	400,000
10-3221-000	BUILDING PERMITS	1,500,000
10-3221-100	BUILDING PERMITS - STREET CUTS	125,000
10-3223-000	BUILDING SECURING FEE	4,000
10-3225-000	DOG LICENSES	7,000
10-3226-000	ANIMAL CONTROL ENFORCEMENT R	10,000
10-3227-000	ANIMAL SERVICES REVENUE	25,000
10-3227-001	ANIMAL SHELTER DONATIONS	5,000
Total LICENSES AND PERMITS:		3,476,000
INTERGOVERNMENTAL REVENUE		
10-3311-000	FEDERAL COURTS GRANT	145,215
10-3340-000	MISC STATE GRANTS	10,000
10-3356-000	CLASS "C" ROAD FUND REVENUE	4,809,036
10-3357-000	CLASS "C" ROAD FUND INT EARNIN	300,000
10-3380-000	PRIVATE GRANTS	150,000
10-3380-001	CO-OP GRANT REVENUE	111,500
10-3380-002	HOUSING DIRECTOR GRANT REVEN	208,000
10-3380-003	UNITED WAY HOUSING PLAN GRANT	50,000
10-3386-001	RESIDENT SPORTS REVENUE	20,000
10-3386-100	NONRESIDENT SPORTS REVENUE	5,000
10-3390-101	21ST CENTURY-CURRENT YEAR	839,927
10-3390-104	USBE GRANT	399,080
10-3390-201	DWS SAQ ELEMENTARY GRANTS	545,262
10-3390-202	DWS TAP TEEN GRANTS	331,068
10-3390-210	UBJJ GRANT	30,000
10-3390-304	SL COUNTY HEALTH - 2ND STEP	99,332
10-3390-501	UNITED WAY	208,276
10-3390-900	PRIVATE GRANTS	677,055
10-3390-903	BB TEEN TECH CENTER	120,000
Total INTERGOVERNMENTAL REVENUE:		9,058,751
CHARGES FOR SERVICES		
10-3414-000	PLANNING FEES	750,000
10-3414-100	PLANNING APPLICATION FEES	50,000
10-3416-000	PLANNING FEES - REIMURSED CSTS	50,000
10-3438-000	LEGAL PRODUCTION FEES	1,000
10-3442-000	ADMINISTRATIVE/CIVIL FEES	10,000
10-3460-000	ABATEMENT REVENUE	1,000

Account Number	Account Title	2024-25 Fut Year Budget
Total CHARGES FOR SERVICES:		862,000
FINES AND FORFEITURES		
10-3511-000	FINES AND FORFEITURES	800,000
10-3511-005	FINES & FORFEIT TRAFFIC SCHOOL	5,000
10-3523-000	FINES & FORFEIT CODE ENFORCMNT	30,000
Total FINES AND FORFEITURES:		835,000
MISCELLANEOUS REVENUE		
10-3610-000	INTEREST EARNINGS	2,000,000
10-3615-000	COLLECTIONS REVENUE	1,000
10-3620-000	RENTAL INCOME	20,000
10-3620-100	RENTAL INCOME - CITY HALL	175,000
10-3620-200	RENTAL INCOME - CENTRAL PARK	1,000
10-3620-300	RENTAL INCOME-SSL COMM CENTER	40,000
10-3620-400	RENTAL INCOME - SCOTT SCHOOL	15,000
10-3620-500	RENTAL INCOME - CREEKSIDE BLDG	12,000
10-3622-000	COMMUNITY EVENTS REVENUE	5,000
10-3622-100	ARTS COUNCIL REVENUE	450,400
10-3622-200	COMMUNITY ART CLASS REVENUE	30,000
10-3622-300	UTILITY ASSIST FUND DONATIONS	20,000
10-3690-000	SUNDRY REVENUE	50,000
Total MISCELLANEOUS REVENUE:		2,819,400
TRANS/APPROPRIATN-FUND BALANCE		
10-3890-000	APPROPRIATION FRM FUND BALANC	3,111,225
Total TRANS/APPROPRIATN-FUND BALANCE:		3,111,225
ADMINISTRATIVE		
10-41-110-00	PERMANENT SALARIES	2,175,000
10-41-140-00	OVERTIME	4,000
10-41-150-00	EMPLOYEE BENEFITS	975,000
10-41-165-00	EMPLOYEE MEDICAL TESTING	750
10-41-185-00	EMPLOYEE INCENTIVES	10,000
10-41-185-01	EMPLOYEE INCENTIVES-MAYOR	6,000
10-41-190-00	SERVICE AWARDS	1,250
10-41-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	37,000
10-41-220-00	ORDINANCES AND PUBLIC NOTICES	10,000
10-41-233-00	TRAINING	9,200
10-41-235-00	TUITION REIMBURSEMENT	12,500
10-41-237-00	CONVENTIONS AND CONFERENCES	16,600
10-41-237-01	CONVENTIONS & CONFERENCE-MAY	5,000
10-41-247-00	OFFICE/OPERATING SUPPLIES	23,500
10-41-247-01	ECON DEVELOP - PROMOTIONAL	2,500
10-41-247-02	SUPPLIES-MAYOR	4,000
10-41-250-00	EQUIPMENT MAINTENANCE	4,500
10-41-250-01	FUEL EXPENSE	3,000
10-41-276-00	STATE ACCESS FEES	50,000
10-41-277-00	TELEPHONE EXPENSE	39,840
10-41-310-00	PROFESSIONAL SERVICES	185,000
10-41-323-00	SOFTWARE MAINTENANCE CONTRA	650,000
10-41-324-00	NETWORK ADMINISTRATION	100,650

Account Number	Account Title	2024-25 Fut Year Budget
10-41-375-00	CREDIT PMT/COLLECTION FEES	3,000
10-41-530-00	INSURANCE AND BONDS	105,500
10-41-600-00	SUNDRY EXPENSE	5,400
10-41-600-01	SUNDRY EXPENSE-MAYOR	2,500
10-41-797-00	EQUIPMENT ACQUISITION	8,000
Total ADMINISTRATIVE:		4,449,690

CITY COUNCIL

10-43-110-00	PERMANENT SALARIES	139,000
10-43-150-00	EMPLOYEE BENEFITS	57,000
10-43-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	22,000
10-43-233-00	TRAINING	900
10-43-237-00	CONVENTIONS AND CONFERENCES	20,000
10-43-247-00	OFFICE/OPERATING SUPPLIES	1,200
10-43-300-01	PROMISE SCHOLARSHIPS	2,000
10-43-323-00	SOFTWARE MAINTENANCE CONTRA	12,000
10-43-350-00	CIVILIAN REVIEW BOARD STIPEND	12,000
10-43-350-01	CRB-SUBSCRIPTIONS & MEMBERSHI	500
10-43-350-02	CRB-TRAINING & CONFERENCES	15,000
10-43-530-00	INSURANCE AND BONDS	26,500
10-43-600-00	SUNDRY EXPENSE	1,400
10-43-797-00	EQUIPMENT ACQUISITION	1,000
Total CITY COUNCIL:		310,500

MUNICIPAL COURT

10-45-110-00	PERMANENT SALARIES	806,000
10-45-140-00	OVERTIME	2,500
10-45-150-00	EMPLOYEE BENEFITS	390,000
10-45-157-00	UNIFORM ALLOWANCE	8,000
10-45-165-00	EMPLOYEE MEDICAL TESTING	500
10-45-190-00	SERVICE AWARDS	150
10-45-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	700
10-45-233-00	TRAINING	3,000
10-45-235-00	TUITION REIMBURSEMENT	5,000
10-45-237-00	CONVENTIONS AND CONFERENCES	8,800
10-45-247-00	OFFICE/OPERATING SUPPLIES	7,000
10-45-250-00	EQUIPMENT MAINTENANCE	4,000
10-45-250-01	FUEL EXPENSE	5,000
10-45-277-00	TELEPHONE EXPENSE	8,620
10-45-310-00	PROFESSIONAL SERVICES	204,770
10-45-313-00	LEGAL FEES	5,000
10-45-327-00	JURORS AND WITNESS FEES	5,500
10-45-375-00	CREDIT PMT/COLLECTION FEES	20,000
10-45-400-00	SUBAWARD-COMMUNITY COURT GR	69,264
10-45-400-01	CC GRANT-TRAVEL	3,154
10-45-400-02	CC GRANT-SUPPLIES	871
10-45-400-03	CC GRANT-OTHER COSTS	15,000
10-45-530-00	INSURANCE AND BONDS	37,750
10-45-600-00	SUNDRY EXPENSE	2,200
10-45-797-00	EQUIPMENT ACQUISITION	6,000
Total MUNICIPAL COURT:		1,618,779

Account Number	Account Title	2024-25 Fut Year Budget
CITY ATTORNEY		
10-47-110-00	PERMANENT SALARIES	1,050,000
10-47-150-00	EMPLOYEE BENEFITS	410,000
10-47-165-00	EMPLOYEE MEDICAL TESTING	400
10-47-190-00	SERVICE AWARDS	300
10-47-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	6,000
10-47-211-00	LAW LIBRARY	20,000
10-47-233-00	TRAINING	10,000
10-47-237-00	CONVENTIONS AND CONFERENCES	1,000
10-47-247-00	OFFICE/OPERATING SUPPLIES	2,500
10-47-250-00	EQUIPMENT MAINTENANCE	1,500
10-47-277-00	TELEPHONE EXPENSE	5,500
10-47-310-00	PROFESSIONAL SERVICES	10,000
10-47-313-01	INDIGENT DEFENSE	200,000
10-47-313-02	OUTSIDE LEGAL FEES	45,000
10-47-530-00	INSURANCE AND BONDS	34,000
10-47-600-00	SUNDRY EXPENSE	1,800
10-47-797-00	EQUIPMENT ACQUISITION	2,000
Total CITY ATTORNEY:		1,800,000
CITY HALL BUILDING		
10-49-241-02	CUSTODIAL SUPPLIES-BLDG	6,000
10-49-250-01	EQUIPMENT/BLDG MAINT - CITY	12,000
10-49-250-02	MAINT & REPAIRS-JANITORIAL	12,000
10-49-250-03	MAINT & REPAIRS-ELECTRICAL	6,000
10-49-250-04	MAINT & REPAIRS-HVAC	12,000
10-49-250-05	MAINT & REPAIRS-PLUMBING	6,000
10-49-250-06	MAINT & REPAIRS-ELEVATOR	10,000
10-49-250-07	MAINT & REPAIRS-BLDG & GROUNDS	6,000
10-49-270-01	BUILDING CONTRACT SERVICES	20,000
10-49-270-02	UTILITIES-BLDG	120,000
10-49-277-00	TELEPHONE EXPENSE	25,000
10-49-530-02	INSURANCE AND BONDS	75,000
10-49-535-00	PROPERTY TAXES	50,000
10-49-590-00	TENANT IMPROVEMENTS	10,000
10-49-797-00	EQUIPMENT ACQUISITION	13,000
Total CITY HALL BUILDING:		383,000
FACILITIES DEPARTMENT		
10-50-110-00	PERMANENT SALARIES	570,000
10-50-140-00	OVERTIME	10,000
10-50-150-00	EMPLOYEE BENEFITS	295,000
10-50-157-00	UNIFORM ALLOWANCE	9,000
10-50-165-00	EMPLOYEE MEDICAL TESTING	800
10-50-190-00	SERVICE AWARDS	300
10-50-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	1,000
10-50-233-00	TRAINING	1,200
10-50-243-00	OFFICE/OPERATING SUPPLIES	300
10-50-245-00	FACILITIES MAINTENANCE SUPPLS	25,000
10-50-250-00	EQUIPMENT MAINTENANCE	10,000
10-50-250-01	FUEL EXPENSE	4,000
10-50-270-00	SSLCC-UTILITIES	90,000
10-50-270-01	SSLCC-BUILDING MAINTENANCE	40,000
10-50-270-02	SSLCC-CUSTODIAL SUPPLS	22,000

Account Number	Account Title	2024-25
		Fut Year Budget
10-50-270-03	SSLCC-BUILDING CONTRACT SRVCS	10,000
10-50-270-30	SSLCC-TENANT IMPROVEMENTS	10,000
10-50-277-00	TELEPHONE EXPENSE	2,800
10-50-530-00	INSURANCE & TAXES	37,750
10-50-600-00	SUNDRY EXPENSE	1,800
10-50-650-03	SCOTT SCHOOL-BLDG CONT SRVCS	8,000
10-50-650-05	SCOTT SCHOOL-UTILITIES	32,000
10-50-650-10	SCOTT SCHOOL-MAINTENANCE	16,000
10-50-650-15	SCOTT SCHOOL-EQUIP/SUPPLIES	6,000
10-50-650-30	SCOTT SCHOOL-TENANT IMPROVMN	5,000
10-50-655-03	CENTRAL PARK-BUILDG CONT SRVC	6,000
10-50-655-05	CENTRAL PARK-UTILITIES	32,000
10-50-655-10	CENTRAL PARK-MAINTENANCE	16,000
10-50-655-15	CENTRAL PARK-EQUIP/SUPPLIES	5,000
10-50-657-00	CREEKSIDE BLDG EXPENDITURES	2,000
10-50-797-00	EQUIPMENT ACQUISITION	11,000
Total FACILITIES DEPARTMENT:		1,279,950

PUBLIC WORKS

10-61-110-00	PERMANENT SALARIES	1,750,000
10-61-120-00	PART-TIME SALARIES	25,000
10-61-140-00	OVERTIME	62,000
10-61-150-00	EMPLOYEE BENEFITS	850,000
10-61-157-00	UNIFORM ALLOWANCE	17,000
10-61-157-10	TOOL ALLOWANCE	6,500
10-61-165-00	EMPLOYEE MEDICAL TESTING	3,000
10-61-190-00	SERVICE AWARDS	1,800
10-61-210-01	SUBSCRIPTS & MEMBERSHIPS-FLEE	7,800
10-61-210-02	SUBSCRIPT & MEMBERSHPS-STREET	3,200
10-61-233-01	TRAINING-FLEET	6,000
10-61-233-02	TRAINING-STREETS	17,000
10-61-243-01	OFFICE EXP & SUPPS-FLEET	2,000
10-61-243-02	OFFICE EXP & SUPPS-STREETS	5,500
10-61-245-01	OPERATING SUPPLIES-FLEET	3,200
10-61-245-02	OPERATING SUPPLIES-STREETS	20,000
10-61-248-00	STREET SIGNS	20,000
10-61-250-00	EQUIPMENT MAINTENANCE	70,000
10-61-250-01	FUEL EXPENSE-FLEET	7,000
10-61-250-02	FUEL EXPENSE-STREETS	126,000
10-61-259-00	TRAFFIC SIGNAL MAINTENANCE	62,000
10-61-259-01	FLEET SUPPLIES & MAINTENANCE	93,000
10-61-261-00	FACILITIES MAINTENANCE	40,000
10-61-270-00	UTILITIES	35,000
10-61-275-00	STREET LIGHTING	215,000
10-61-277-01	TELEPHONE EXPENSE-FLEET	3,000
10-61-277-02	TELEPHONE EXPENSE-STREETS	8,000
10-61-315-00	OUTSIDE SERVICES	4,500
10-61-410-00	ROAD MATERIALS	5,000
10-61-420-00	CLASS "C" ROADS - MAINTENANCE	895,000
10-61-423-00	CLASS "C" - MATERIALS	125,000
10-61-425-00	CLASS "C" ROADS-CONSTRUCTION	3,789,036
10-61-530-00	INSURANCE AND BONDS	102,000
10-61-600-01	SUNDRY EXPENSE-FLEET	1,200
10-61-600-02	SUNDRY EXPENSE-STREETS	3,800
10-61-797-01	EQUIPMENT ACQUISITION-FLEET	1,800

Account Number	Account Title	2024-25
		Fut Year Budget
10-61-797-02	EQUIPMENT ACQUISITION-STREETS	6,700
Total PUBLIC WORKS:		8,393,036
ENGINEERING		
10-62-110-00	PERMANENT SALARIES	750,000
10-62-140-00	OVERTIME	15,000
10-62-150-00	EMPLOYEE BENEFITS	340,000
10-62-157-00	UNIFORM ALLOWANCE	3,000
10-62-165-00	EMPLOYEE MEDICAL TESTING	300
10-62-190-00	SERVICE AWARDS	3,000
10-62-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	8,000
10-62-233-00	TRAINING	5,000
10-62-237-00	CONVENTIONS AND CONFERENCES	11,000
10-62-240-00	SUPPLIES	2,500
10-62-247-00	OFFICE/OPERATING SUPPLIES	3,000
10-62-250-00	EQUIPMENT MAINTENANCE	3,000
10-62-250-01	FUEL EXPENSE	10,000
10-62-277-00	TELEPHONE EXPENSE	10,000
10-62-310-00	PROFESSIONAL SERVICES	200,000
10-62-530-00	INSURANCE AND BONDS	34,000
10-62-600-00	SUNDRY EXPENSE	1,800
10-62-797-00	EQUIPMENT ACQUISITION	10,000
Total ENGINEERING:		1,409,600
COMMUNITY & ECON DEVELOPMENT		
10-65-110-00	PERMANENT SALARIES	1,475,000
10-65-120-00	PART-TIME SALARIES	25,000
10-65-140-00	OVERTIME	1,000
10-65-150-00	EMPLOYEE BENEFITS	650,000
10-65-157-00	UNIFORM ALLOWANCE	2,500
10-65-165-00	EMPLOYEE MEDICAL TESTING	900
10-65-190-00	SERVICE AWARDS	1,000
10-65-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	4,400
10-65-220-00	ORDINANCES AND PUBLIC NOTICES	1,000
10-65-233-00	TRAINING	7,500
10-65-237-00	CONVENTIONS AND CONFERENCES	7,500
10-65-240-00	OFFICE/OPERATING SUPPLIES	10,000
10-65-250-00	EQUIPMENT MAINTENANCE	2,500
10-65-250-01	FUEL EXPENSE	4,500
10-65-277-00	TELEPHONE EXPENSE	10,000
10-65-310-00	PROFESSIONAL SERVICES	180,000
10-65-310-15	PROF SERVICES - EXPEDITE REV	75,000
10-65-310-20	HOUSING MASTER PLAN	50,000
10-65-311-00	COMMISSION STIPENDS	12,000
10-65-315-00	OUTSIDE SERVICES	5,000
10-65-375-00	CREDIT PMT/COLLECTION FEES	30,000
10-65-530-00	INSURANCE AND BONDS	60,500
10-65-600-00	SUNDRY EXPENSE	3,200
10-65-797-00	EQUIPMENT ACQUISITION	10,000
Total COMMUNITY & ECON DEVELOPMENT:		2,628,500
RECREATION		
10-66-110-00	PERMANENT SALARIES	400,000

Account Number	Account Title	2024-25
		Fut Year Budget
10-66-120-00	PART-TIME SALARIES	30,000
10-66-130-00	OFFICIATING SALARIES	60,000
10-66-150-00	EMPLOYEE BENEFITS	235,000
10-66-165-00	EMPLOYEE MEDICAL TESTING	1,000
10-66-190-00	SERVICE AWARDS	2,000
10-66-233-00	TRAINING	2,800
10-66-237-00	CONVENTIONS & CONFERENCES	2,500
10-66-240-00	SUPPLIES	6,000
10-66-250-00	EQUIPMENT-SUPPLIES & MAINT	8,500
10-66-250-01	FUEL EXPENSE	12,000
10-66-277-00	TELEPHONE EXPENSE	5,500
10-66-375-00	CREDIT PMT/COLLECTION FEES	10,000
10-66-430-01	COMMUNITY MOVIE NIGHT	5,000
10-66-430-02	FREEDOM FESTIVAL	20,000
10-66-430-23	COMMUNITY EVENTS	87,000
10-66-500-00	SENIOR CITIZENS	5,000
10-66-530-00	INSURANCE & BONDS	60,500
10-66-550-01	SPORTS PROGRAMS - YOUTH	35,000
10-66-550-02	SPORTS PROGRAMS - ADULTS	5,000
10-66-600-00	SUNDRY	3,000
10-66-797-00	EQUIPMENT ACQUISITION	16,000
Total RECREATION:		1,011,800

PARKS

10-67-110-00	PERMANENT SALARIES	360,000
10-67-140-00	OVERTIME	10,000
10-67-140-01	OVERTIME-SPECIAL PROJECTS	20,000
10-67-150-00	EMPLOYEE BENEFITS	225,000
10-67-157-00	UNIFORM ALLOWANCE	6,000
10-67-165-00	EMPLOYEE MEDICAL TESTING	650
10-67-190-00	SERVICE AWARDS	300
10-67-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	1,000
10-67-233-00	TRAINING	7,500
10-67-243-00	OFFICE/OPERATING SUPPLIES	300
10-67-245-00	PARKS MAINTENANCE SUPPLIES	50,000
10-67-250-00	EQUIPMENT MAINTENANCE	20,000
10-67-250-01	FUEL EXPENSE	25,000
10-67-270-00	UTILITIES	50,000
10-67-277-00	TELEPHONE EXPENSE	3,800
10-67-440-00	PLAYGROUND EQUIP MAINTENANCE	5,000
10-67-445-00	TREE REPLACEMENTS	5,000
10-67-530-00	INSURANCE AND BONDS	26,500
10-67-600-00	SUNDRY EXPENSE	1,200
10-67-797-00	EQUIPMENT ACQUISITION	10,000
Total PARKS:		827,250

SSL PROMISE

10-68-500-00	UTILITY ASSISTANCE PROGRAM	20,000
10-68-505-00	INTERPRETER TRAINING PROGRAM	3,000
10-68-700-01	CO-OP - SALARIES	70,000
10-68-700-02	CO-OP - EMPLOYEE BENEFITS	25,000
10-68-700-03	CO-OP - SUPPLIES	3,300
10-68-700-04	CO-OP - TRAVEL	1,500
10-68-700-07	CO-OP - EQUIPMENT	6,500

Account Number	Account Title	2024-25
		Fut Year Budget
10-68-700-08	CO-OP - CONTRACTUAL	135
10-68-700-09	CO-OP - OUTREACH	5,065
10-68-802-01	21ST CENTURY WW-SALARIES	41,000
10-68-802-02	21ST CENTURY WW-BENEFITS	15,000
10-68-802-03	21ST CENTURY WW-TRAVEL	10,382
10-68-802-07	21ST CENTURY WW-CELL/OTHER	600
10-68-803-01	21ST CENTURY HNM-SALARIES	41,000
10-68-803-02	21ST CENTURY HNM-BENEFITS	15,000
10-68-803-07	21ST CENTURY HNM-OTHER	600
10-68-803-10	21ST CENTURY HNM-PROPERTY SRV	7,321
10-68-804-01	21ST CENTURY LINCOLN-SALARIES	25,941
10-68-804-02	21ST CENTURY LINCOLN-BENEFITS	17,294
10-68-805-01	21ST CENTURY GP-SALARIES	27,351
10-68-805-02	21ST CENTURY GP-BENEFITS	18,234
10-68-806-01	21ST CENTURY OW-SALARIES	41,000
10-68-806-02	21ST CENTURY OW-BENEFIT	15,000
10-68-806-03	21ST CENTURY OW-TRAVEL	10,382
10-68-806-07	21ST CENTURY OW-OTHER/CELL	600
10-68-807-01	21ST CENTURY UIS-SALARIES	41,000
10-68-807-02	21ST CENTURY UIS-BENEFITS	15,000
10-68-807-03	21ST CENTURY UIS-TRAVEL	1,200
10-68-807-07	21ST CENTURY UIS-OTHER	600
10-68-808-01	21ST CNTRY CAREER PATH-SLRIES	29,800
10-68-808-02	21ST CNTRY CAREER PATH-BENEFIT	3,270
10-68-808-04	21ST CNTRY CAREER PATH-SUPPLS	600
10-68-808-07	21ST CNTRY CAREER PATH-OTHER	600
10-68-809-01	21ST CENTURY CPCC-SALARIES	20,550
10-68-809-02	21ST CENTURY CPCC-BENEFITS	13,700
10-68-810-01	21ST CENTURY STEAM-SALARIES	16,154
10-68-810-02	21ST CENTURY STEAM-BENEFITS	10,770
10-68-815-01	USBE ARPA ASP-SALARIES	213,049
10-68-815-02	USBE ARPA ASP-BENEFITS	80,378
10-68-815-04	USBE ARPA ASP-SUPPLIES	1,500
10-68-815-08	USBE ARPA ASP-PROFESSIONAL/TEC	30,000
10-68-816-01	USBE ARPA SUMMER-SALARIES	44,336
10-68-816-02	USBE ARPA SUMMER-BENEFITS	19,317
10-68-816-04	USBE ARPA SUMMER-SUPPLIES	500
10-68-816-08	USBE ARPA SUMMER-PROFESSIONA	10,000
10-68-821-03	UBJJ MOSS ELEMENTARY-SUPPLIES	3,935
10-68-821-08	UBJJ MOSS ELEMENTARY-CONTRAC	26,065
10-68-836-01	21ST CENTURY COTTONWOOD-SALA	59,750
10-68-836-02	21ST CENTURY COTTONWD-BENEFIT	26,095
10-68-836-03	21ST CENTURY COTTONWOOD-TRAV	12,000
10-68-836-08	21ST CENTURY COTTONWD-PROF/TE	750
10-68-837-01	21ST CENTURY KSA-SALARIES	71,447
10-68-837-02	21ST CENTURY KSA-BENEFITS	25,612
10-68-837-03	21ST CENTURY KSA-TRAVEL	1,000
10-68-837-04	21ST CENTURY KSA-SUPPLIES	500
10-68-837-07	21ST CENTURY KSA-OTHER	1,540
10-68-837-08	21ST CENTURY KSA-PROF/TECH	750
10-68-838-01	21ST CENTURY MOSS-SALARIES	65,750
10-68-838-02	21ST CENTURY MOSS-BENEFITS	26,575
10-68-838-03	21ST CENTURY MOSS-TRAVEL	8,000
10-68-838-08	21ST CENTURY MOSS-PROF/TECH	500
10-68-839-01	21ST CENTURY HSS-SALARIES	71,447
10-68-839-02	21ST CENTURY HSS-BENEFITS	25,612

Account Number	Account Title	2024-25
		Fut Year Budget
10-68-839-03	21ST CENTURY HSS-TRAVEL	1,000
10-68-839-04	21ST CENTURY HSS-SUPPLIES	900
10-68-839-08	21ST CENTURY HSS-PROF/TECH	750
10-68-845-01	DWS TAP TEEN CPCC-SALARIES	49,035
10-68-845-02	DWS TAP TEEN CPCC-BENEFITS	14,854
10-68-845-03	DWS TAP TEEN CPCC-SUPPLIES	1,200
10-68-845-05	DWS TAP TEEN CPCC-PROF DEV/TRN	750
10-68-845-07	DWS TAP TEEN CPCC-EQUIPMENT	600
10-68-845-08	DWS TAP TEEN CPCC-PROF FEES	1,000
10-68-846-01	DWS TAP TEEN CTTNWD-SALARIES	64,395
10-68-846-02	DWS TAP TEEN CTTNWD-BENEFITS	16,697
10-68-846-03	DWS TAP TEEN CTTNWD-SUPPLIES	1,200
10-68-846-05	DWS TAP TEEN CTTNWD-TRAINING	750
10-68-846-07	DWS TAP TEEN CTTNWD-EQUIPMENT	600
10-68-846-08	DWS TAP TEEN CTTNWD-PROF FEE	1,000
10-68-848-01	DWS SAQ ELEM KSA-SALARIES	48,439
10-68-848-02	DWS SAQ ELEM KSA-BENEFITS	9,462
10-68-848-03	DWS SAQ ELEM KSA-SUPPLIES	1,200
10-68-848-04	DWS SAQ ELEM KSA-PROF DEV	1,200
10-68-848-06	DWS SAQ ELEM KSA-CELL/COMM	640
10-68-848-08	DWS SAQ ELEM KSA-PROF FEE/CNT	3,200
10-68-849-01	DWS SAQ ELEM MOSS-SALARIES	48,440
10-68-849-02	DWS SAQ ELEM MOSS-BENEFITS	9,462
10-68-849-03	DWS SAQ ELEM MOSS-SUPPLIES	1,700
10-68-849-04	DWS SAQ ELEM MOSS-PROF DEV	1,700
10-68-849-06	DWS SAQ ELEM MOSS-CELL/COMM	640
10-68-849-08	DWS SAQ ELEM MOSS-PROF/CONTR	3,200
10-68-853-01	DWS SAQ ELEM CPCC-SALARIES	40,016
10-68-853-02	DWS SAQ ELEM CPCC-BENEFITS	8,619
10-68-853-03	DWS SAQ ELEM CPCC-SUPPLIES	1,200
10-68-853-06	DWS SAQ ELEM CPCC-CELL/EQUIP	640
10-68-853-08	DWS SAQ ELEM CPCC-CONTRACTS	3,200
10-68-853-10	DWS SAQ ELEM CPCC-PROF DEV	1,200
10-68-854-01	DWS SAQ ELEM WW-SALARIES	48,440
10-68-854-02	DWS SAQ ELEM WW-BENEFITS	9,462
10-68-854-03	DWS SAQ ELEM WW-SUPPLIES	1,700
10-68-854-04	DWS SAQ ELEM WW-PROF DEV	1,700
10-68-854-06	DWS SAQ ELEM WW-CELL/COMM	640
10-68-854-08	DWS SAQ ELEM WW-CONTRACTS	3,200
10-68-855-01	DWS SAQ ELMNTRY HSS-SALARIES	40,016
10-68-855-02	DWS SAQ ELMNTRY HSS-BENEFITS	8,619
10-68-855-03	DWS SAQ ELMNTRY HSS-SUPPLIES	1,200
10-68-855-06	DWS SAQ ELMNTRY HSS-CELL/COM	1,693
10-68-855-10	DWS SAQ ELMNTRY HSS-CONTRACT	3,200
10-68-855-11	DWS SAQ ELMNTRY HSS-PROF DEV	1,200
10-68-859-01	DWS SAQ ELEM STEAM-SALARIES	40,016
10-68-859-02	DWS SAQ ELEM STEAM-BENEFITS	8,619
10-68-859-03	DWS SAQ ELEM STEAM-SUPPLIES	1,200
10-68-859-04	DWS SAQ ELEM STEAM-PROF DEV	1,200
10-68-859-06	DWS SAQ ELEM STEAM-CELL/COM	640
10-68-859-10	DWS SAQ ELEM STEAM-CONTRACT	3,200
10-68-865-01	DWS SAQ ELEM HNM-SALARIES	40,016
10-68-865-02	DWS SAQ ELEM HNM-BENEFITS	8,619
10-68-865-03	DWS SAQ ELEM HNM-SUPPLIES	1,200
10-68-865-04	DWS SAQ ELEM HNM-PROF DEV	1,200
10-68-865-06	DWS SAQ ELEM HNM-CELL/COMM	640

Account Number	Account Title	2024-25
		Fut Year Budget
10-68-865-08	DWS SAQ ELEM HNM-PROF/CONTRC	3,200
10-68-867-01	DWS TAP TEEN UICS-SALARIES	56,715
10-68-867-02	DWS TAP TEEN UICS-BENEFITS	15,776
10-68-867-03	DWS TAP TEEN UICS-SUPPLIES	1,200
10-68-867-04	DWS TAP TEEN UICS-PROF DEV	750
10-68-867-07	DWS TAP TEEN UICS-EQUIPMENT	600
10-68-867-08	DWS TAP TEEN UICS-PROF/CONTRCT	2,100
10-68-868-01	DWS SAQ ELEM LINCOLN-SALARIES	48,440
10-68-868-02	DWS SAQ ELEM LINCOLN-BENEFITS	9,462
10-68-868-03	DWS SAQ ELEM LINCOLN-SUPPLIES	1,700
10-68-868-04	DWS SAQ ELEM LINCOLN-PROF DEV	1,700
10-68-868-07	DWS SAQ ELEM LINCOLN-CELL/COM	640
10-68-868-08	DWS SAQ ELEM LINCOLN-PROF FEE	3,200
10-68-869-01	DWS TAP TEEN GPJH-SALARIES	79,755
10-68-869-02	DWS TAP TEEN GPJH-BENEFITS	18,541
10-68-869-03	DWS TAP TEEN GPJH-SUPPLIES	1,200
10-68-869-04	DWS TAP TEEN GPJH-PROF DEV	750
10-68-869-07	DWS TAP TEEN GPJH-EQUIPMENT	600
10-68-869-08	DWS TAP TEEN GPJH-CNTRCT/PROF	1,000
10-68-870-01	DWS SAQ ELEM OLENE W-SALARIES	48,440
10-68-870-02	DWS SAQ ELEM OLENE W-BENEFITS	9,462
10-68-870-03	DWS SAQ ELEM OLENE W-SUPPLIES	1,700
10-68-870-04	DWS SAQ ELEM OLENE W-PROF DEV	1,700
10-68-870-07	DWS SAQ ELEM OLENE W-CELL/COM	640
10-68-870-08	DWS SAQ ELEM OLENE W-CTRCT/PR	3,200
10-68-876-01	UNITED WAY-PERSONNEL	121,292
10-68-876-02	UNITED WAY-BENEFITS	60,645
10-68-876-03	UNITED WAY-TRAVEL/TRANSPORT	3,500
10-68-876-04	UNITED WAY-OUTREACH MATERIALS	10,000
10-68-876-06	UNITED WAY-OTHER	12,839
10-68-884-00	PRIVATE GRANTS	677,055
10-68-886-01	BB TECH OPERATIONS-SALARIES	41,400
10-68-886-02	BB TECH OPERATIONS-BENEFITS	18,000
10-68-886-06	BB TEEN TECH OPERATIONS-CELL	600
10-68-888-01	BB TECH CENTER C2C-SALARIES	41,000
10-68-888-02	BB TECH CENTER C2C-BENEFITS	11,500
10-68-888-03	BB TECH CENTER C2C-SUPPLIES	2,400
10-68-888-04	BB TECH CENTER C2C-TRAVEL	3,500
10-68-888-06	BB TECH CENTER C2C-EQUIPMENT	600
10-68-888-07	BB TECH CENTER C2C-OTHER	1,000
10-68-892-01	SL CO HEALTH SUD-SALARIES	93,456
10-68-892-03	SL CO HEALTH SUD-SUPPLIES	4,876
10-68-892-05	SL CO HEALTH SUD-PROF DEV	1,000
Total SSL PROMISE:		3,384,500
NEIGHBORHOODS DEPARTMENT		
10-69-110-00	PERMANENT SALARIES	760,000
10-69-120-00	PART-TIME SALARIES	50,000
10-69-140-00	OVERTIME	25,000
10-69-150-00	EMPLOYEE BENEFITS	350,000
10-69-157-00	UNIFORM ALLOWANCE	800
10-69-165-00	EMPLOYEE MEDICAL TESTING	700
10-69-190-00	SERVICE AWARDS	350
10-69-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	3,000
10-69-233-00	TRAINING	7,000

Account Number	Account Title	2024-25
		Fut Year Budget
10-69-235-00	TUITION REIMBURSEMENT	2,500
10-69-240-00	OFFICE SUPPLIES	3,000
10-69-250-00	EQUIPMENT MAINTENANCE	4,500
10-69-250-01	FUEL	1,200
10-69-277-00	TELEPHONE EXPENSE	8,760
10-69-430-00	NEIGHBORHOOD OUTREACH	12,000
10-69-430-01	COMMUNITY CONNECTION	2,500
10-69-430-09	GENERAL ADVERTISE & OPERATING	6,000
10-69-430-10	COMMUNITY GARDEN	10,000
10-69-430-11	CITY NEWSLETTER/OUTREACH	45,000
10-69-430-15	YOUTH CITY COUNCIL	4,000
10-69-530-00	INSURANCE AND BONDS	34,000
10-69-600-00	SUNDRY EXPENSE	1,800
10-69-797-00	EQUIPMENT ACQUISITION	3,000
Total NEIGHBORHOODS DEPARTMENT:		1,335,110

ARTS COUNCIL

10-70-110-00	PERMANENT SALARIES	130,000
10-70-150-00	EMPLOYEE BENEFITS	65,000
10-70-165-00	EMPLOYEE MEDICAL TESTING	150
10-70-190-00	SERVICE AWARDS	350
10-70-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	1,000
10-70-233-00	TRAINING	3,000
10-70-240-00	OFFICE SUPPLIES	1,000
10-70-277-00	TELEPHONE EXPENSE	1,500
10-70-310-00	PROFESSIONAL SERVICES	50,000
10-70-430-00	COMMUNITY OUTREACH	6,000
10-70-430-01	COMMUNITY EVENTS	5,000
10-70-430-09	MAKERS MARKET	3,000
10-70-430-10	MURAL FEST	10,000
10-70-430-11	CRAFTOBER FEST	10,000
10-70-430-15	CELEBRATE SSL	4,000
10-70-430-17	COMMUNITY ART CLASSES	60,000
10-70-430-25	JORDAN RIVER ART CONNECT	3,000
10-70-430-28	PUBLIC ART INSTALLATIONS	120,000
10-70-530-00	INSURANCE AND BONDS	5,000
10-70-600-00	SUNDRY EXPENSE	400
10-70-797-00	EQUIPMENT ACQUISITION	2,000
Total ARTS COUNCIL:		480,400

ANIMAL SERVICES

10-71-110-00	PERMANENT SALARIES	280,000
10-71-140-00	OVERTIME	25,000
10-71-150-00	EMPLOYEE BENEFITS	125,000
10-71-157-00	UNIFORM ALLOWANCE	6,000
10-71-165-00	EMPLOYEE MEDICAL TESTING	2,000
10-71-190-00	SERVICE AWARDS	150
10-71-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	2,500
10-71-233-00	TRAINING	5,500
10-71-240-00	OFFICE SUPPLIES	1,000
10-71-250-00	EQUIPMENT MAINTENANCE	5,000
10-71-250-01	FUEL	27,000
10-71-265-02	SHELTER OPERATING SUPPLIES	20,000
10-71-265-03	PET SUPPLIES/FOOD	20,000

Account Number	Account Title	2024-25
		Fut Year Budget
10-71-265-04	COMMUNITY OUTREACH/EVENTS	2,500
10-71-265-05	BUILDING MAINTENANCE	15,000
10-71-265-06	UTILITIES	9,000
10-71-265-07	VETERINARIAN FEES	80,000
10-71-265-08	CREDIT PMT/COLLECTION FEES	1,000
10-71-277-00	TELEPHONE EXPENSE	3,000
10-71-530-00	INSURANCE AND BONDS	19,000
10-71-600-00	SUNDRY EXPENSE	1,000
10-71-797-00	EQUIPMENT ACQUISITION	5,000
Total ANIMAL SERVICES:		654,650
TRANSFERS		
10-95-921-00	TRANSFER TO RDA-DEBT SERVICE	1,110,800
Total TRANSFERS:		1,110,800
GENERAL FUND Revenue Total:		31,077,565
GENERAL FUND Expenditure Total:		31,077,565
Net Total GENERAL FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE CAPITAL IMPROVEMENTS FUND BUDGET AS THE INTERIM CAPITAL IMPROVEMENTS FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Capital Improvements Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Capital Improvements Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Capital Improvements Fund budget as the Interim Capital Improvements Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024 at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Capital Improvements Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Capital Improvements Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Capital Improvements Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Capital Improvements Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Capital Improvements Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Capital Improvements Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

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[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Capital Improvements Fund of the City of South Salt Lake, Utah
for the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
CAPITAL IMPROVEMENTS FUND		
TAXES		
40-3130-000	SALES TAXES	4,500,000
40-3135-000	SALES TAXES-CITY OPTION	1,000,000
Total TAXES:		5,500,000
INTERGOVERNMENTAL REVENUE		
40-3316-000	POLICE BLOCK GRANT	35,000
40-3318-000	POLICE BULLET PROOF VEST GRANT	10,000
40-3325-000	STREETSCAPE GRANT-SLCNTY TRAN	2,000,000
40-3340-000	STATE GRANTS	100,000
40-3341-000	STATE HOMELESS CENTER ASSIST	50,000
40-3380-000	PRIVATE GRANTS	50,000
40-3385-000	COUNTY OPTION HWY TAXES	7,104,036
40-3387-000	CDBG SL COUNTY GRANT	400,000
Total INTERGOVERNMENTAL REVENUE:		9,749,036
MISCELLANEOUS REVENUE		
40-3610-000	INTEREST EARNINGS	501,964
40-3615-000	PARKS IMPACT FEES	2,500,000
40-3640-000	SALE OF FIXED ASSETS	100,000
Total MISCELLANEOUS REVENUE:		3,101,964
CAPITAL EXPENDITURES		
40-80-703-00	PROPERTY ACQUISITIONS	2,000,000
40-80-704-02	PARKS IMPROVEMENTS - DESIGN	50,000
40-80-704-04	McCALL PARK	20,000
40-80-704-05	WHITLOCK PARK	20,000
40-80-704-07	FITTS PARK	500,000
40-80-704-09	KALEIDESCOPE PARK	20,000
40-80-704-11	BICKLEY PARK	100,000
40-80-705-01	URBAN FORESTRY	50,000
40-80-712-00	CITY HALL IMPROVEMENTS	645,000
40-80-714-01	PUBLIC WORKS CAMPUS DESIGN	700,000
40-80-715-00	POLICE STATION	165,000
40-80-716-00	FIRE STATION IMPROVEMENTS	538,500
40-80-721-00	PROPERTY IMPROVEMENTS	50,000
40-80-722-00	SCOTT SCHOOL	260,000
40-80-723-00	CENTRAL PARK FACILITY IMPROVE	50,000
40-80-726-00	ANIMAL SHELTER BUILDING	210,000
40-80-727-00	SSL COM CENTER IMPROVEMENTS	180,000
40-80-728-01	STREET LIGHTS-CITY WIDE UPDATE	1,500,000
40-80-730-00	SAFE SIDEWALKS	60,000
40-80-731-00	MISC CURB/GUTTER PROJECTS	40,000
40-80-732-00	TREE TRIMMING	10,000
40-80-734-00	STATE STREET STREETSCAPE	2,000,000
40-80-741-00	TRAFFIC CALMING PROJECTS	50,000
40-80-742-00	300 W SIDEWALK AT 3300 S	400,000
40-80-743-00	ROAD PROJECTS	4,315,000
40-80-746-00	BRIDGE PROJECTS	150,000
40-80-751-00	POLICE VEHICLES	1,391,000
40-80-752-02	POLICE BLOCK GRANT EXPENDITUR	35,000

Account Number	Account Title	2024-25
		Fut Year Budget
40-80-752-03	BULLET PROOF VEST GRANT EXP	10,000
40-80-754-00	POLICE RADIO REPLACEMENT	80,000
40-80-755-00	COMPUTER HARDWARE	456,000
40-80-755-01	POLICE HARDWARE	15,000
40-80-756-00	COMPUTER SOFTWARE	223,000
40-80-756-01	PUBLIC SAFETY SOFTWARE	26,000
40-80-757-00	FIRE EQUIPMENT	350,000
40-80-758-00	EMERGENCY MGMT VEHICLE	40,000
40-80-759-00	PUBLIC WORKS VEHICLES	595,000
40-80-759-08	STREETS EQUIPMENT	20,000
40-80-759-12	CODE ENFORCEMENT VEHICLE	60,000
40-80-759-15	ANIMAL CONTROL VEHICLE	15,000
40-80-760-00	PROMISE EQUIPMENT	100,000
40-80-761-00	PUBLIC WORKS EQUIPMENT	37,500
40-80-761-02	PARKS VEHICLES	20,000
40-80-761-03	MOWERS/PARKS EQUIPMENT	45,000
40-80-763-02	FACILITIES VEHICLES	60,000
40-80-766-00	PHONE EQUIPMENT	15,000
40-80-768-02	ENGINEERING DEPT VEHICLE	40,000
40-80-768-03	ADMIN VEHICLES	84,000
40-80-794-00	CAPITAL PROJECTS PROF FEES	100,000
40-80-796-00	CAPITAL PROJECTS DESIGN	50,000
40-80-798-00	EOC - SUPPLIES/EQUIPMENT	25,000
40-80-800-01	WEBSITE DEVELOPMENT	35,000
Total CAPITAL EXPENDITURES:		18,011,000
TRANSFERS		
40-95-930-00	TRANSFER-FIRE TRUCK DEBT SERV.	340,000
Total TRANSFERS:		340,000
CAPITAL IMPROVEMENTS FUND Revenue Total:		18,351,000
CAPITAL IMPROVEMENTS FUND Expenditure Total:		18,351,000
Net Total CAPITAL IMPROVEMENTS FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE INSURANCE RESERVE FUND BUDGET AS THE INTERIM INSURANCE RESERVE FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Insurance Reserve Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Insurance Reserve Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Insurance Reserve Fund budget as the Interim Insurance Reserve Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024, at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Insurance Reserve Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Insurance Reserve Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Insurance Reserve Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Insurance Reserve Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Insurance Reserve Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Insurance Reserve Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

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[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Insurance Reserve Fund of the City of South Salt Lake, Utah for
the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
INSURANCE RESERVE FUND		
MISCELLANEOUS REVENUE		
62-3610-000	INTEREST EARNINGS	10,000
Total MISCELLANEOUS REVENUE:		10,000
TRANS/APPROPRIATN-FUND BALANCE		
62-3821-000	INSURANCE REVENUE-OTHER FUND	1,505,500
62-3890-000	APPROPRIATION - FUND BALANCE	5,000
Total TRANS/APPROPRIATN-FUND BALANCE:		1,510,500
OPERATING EXPENSES		
62-70-313-00	LEGAL FEES	15,000
62-70-321-00	CLAIMS/COSTS - OTHER	25,000
62-70-530-00	INSURANCE AND BONDS	1,430,500
62-70-531-00	INSURANCE CLAIMS PAID	25,000
62-70-532-00	INSURANCE DEDUCTIBLES	25,000
Total OPERATING EXPENSES:		1,520,500
INSURANCE RESERVE FUND Revenue Total:		1,520,500
INSURANCE RESERVE FUND Expenditure Total:		1,520,500
Net Total INSURANCE RESERVE FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE LEASE DEBT SERVICE FUND BUDGET AS THE INTERIM LEASE DEBT SERVICE FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Lease Debt Service Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Lease Debt Service Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Lease Debt Service Fund budget as the Interim Lease Debt Service Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024 at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Lease Debt Service Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Lease Debt Service Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Lease Debt Service Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Lease Debt Service Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Lease Debt Service Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Lease Debt Service Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

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[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Lease Debt Service Fund of the City of South Salt Lake, Utah for
the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
LEASED EQUIPMENT DEBT SERVICE		
REVENUE		
33-3710-000	PROCEEDS FROM TRANSFERS	385,000
Total REVENUE:		385,000
DEBT SERVICE		
33-78-810-00	FIRE TRUCK LEASE PRINCIPAL	215,000
33-78-820-00	FIRE TRUCK LEASE INTEREST	21,000
33-78-850-00	SEWER LEASE PRINCIPAL	45,000
33-78-870-01	AMBULANCE LEASE INTEREST	104,000
Total DEBT SERVICE:		385,000
LEASED EQUIPMENT DEBT SERVICE Revenue Total:		385,000
LEASED EQUIPMENT DEBT SERVICE Expenditure Total:		385,000
Net Total LEASED EQUIPMENT DEBT SERVICE:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE PUBLIC SAFETY SERVICE SPECIAL REVENUE FUND BUDGET AS THE INTERIM PUBLIC SAFETY SERVICE SPECIAL REVENUE FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Public Safety Service Special Revenue Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Public Safety Service Special Revenue Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Public Safety Service Special Revenue Fund budget as the Interim Public Safety Service Special Revenue Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024, at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Public Safety Service Special Revenue Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Public Safety Service Special Revenue Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Public Safety Service Special Revenue Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Public Safety Service Special Revenue Fund of the City of South Salt Lake until such time as a truth in taxation public

hearing is held on August 13, 2024, and a final budget for the Public Safety Service Special Revenue Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Public Safety Service Special Revenue Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

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[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Public Safety Service Special Revenue Fund of the City of South
Salt Lake, Utah for the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
PUBLIC SAFETY SERVICE FUND		
TAXES		
20-3110-000	PROPERTY TAXES - CURRENT	5,500,000
20-3121-000	PROPERTY TAXES - PUBLIC SAFETY	5,100,000
20-3130-000	SALES TAXES	10,140,600
20-3135-000	SALES TAXES-CITY OPTION	2,000,000
20-3170-000	MOTOR VEHICLE FEE - PROP TAXES	425,000
Total TAXES:		23,165,600
INTERGOVERNMENTAL REVENUE		
20-3313-000	FEDERAL LAW ENFORCE REVENUE	30,000
20-3315-000	GRANITE SCH DIST SRO REIMBURSE	45,000
20-3316-001	STATE MENTAL HEALTH GRANT	42,336
20-3320-000	VICTIM ASSISTANCE GRANT	143,000
20-3341-000	STATE HOMELESS CENTER ASSIST	4,000,000
20-3343-000	STATE FIRE/EMS GRANTS	15,000
20-3358-000	STATE LIQUOR FUND ALLOTMENT	80,000
Total INTERGOVERNMENTAL REVENUE:		4,355,336
CHARGES FOR SERVICES		
20-3424-000	FIRE INSPECTION FEES	40,000
20-3426-000	AMBULANCE TRANSPORT FEES	3,000,000
20-3436-000	MISC POLICE FEES	10,000
Total CHARGES FOR SERVICES:		3,050,000
MISCELLANEOUS REVENUE		
20-3610-000	INTEREST EARNINGS	100,000
20-3690-000	SUNDRY REVENUE	10,000
Total MISCELLANEOUS REVENUE:		110,000
POLICE DEPARTMENT		
20-51-110-00	PERMANENT SALARIES	7,269,441
20-51-115-00	LIQUOR LAW ENFORCEMENT	60,000
20-51-120-00	PART-TIME SALARIES	10,000
20-51-130-00	CROSSING GUARDS	175,000
20-51-140-00	OVERTIME	350,000
20-51-150-00	EMPLOYEE BENEFITS	4,525,000
20-51-157-00	UNIFORM ALLOWANCE	104,000
20-51-165-00	EMPLOYEE MEDICAL TESTING	30,000
20-51-190-00	SERVICE AWARDS	7,500
20-51-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	50,000
20-51-233-00	TRAINING	60,000
20-51-233-01	EXECUTIVE TRAINING	12,000
20-51-233-02	TRAINING/OTHER - VICTIM ASSIST	5,000
20-51-240-00	OFFICE/OPERATING SUPPLIES	50,000
20-51-240-01	SUPPLIES - AMMUNITION	40,000
20-51-240-02	SUPPLIES - TASERS	35,000
20-51-250-00	VEHICLE MAINTENANCE	90,000
20-51-250-01	FUEL EXPENSES	400,000
20-51-261-00	POLICE STATION EXPENSE	110,000
20-51-261-01	EVIDENCE STORAGE LEASE	30,000

Account Number	Account Title	2024-25 Fut Year Budget
20-51-268-00	NOVA EXPENSES	9,000
20-51-274-00	SOFTWARE MAINTENANCE	205,600
20-51-275-01	WIRELESS TELEPHONES	45,000
20-51-275-02	CELLULAR MODEM AIRTIME	55,000
20-51-277-00	TELEPHONE EXPENSE	19,540
20-51-310-00	PROFESSIONAL SERVICES	61,500
20-51-320-00	SPECIAL INVESTIGATIONS	5,000
20-51-375-00	CREDIT PMT/COLLECTION FEES	10,000
20-51-530-00	INSURANCE AND BONDS	430,000
20-51-600-00	SUNDRY EXPENSES	22,600
20-51-600-01	VICTIM ASSIST - OTHER COSTS	34,000
20-51-792-00	CANINE CORPS EXPENSES	10,000
20-51-797-00	EQUIPMENT ACQUISITION	180,000
Total POLICE DEPARTMENT:		14,500,181

HOMELESS STRATEGIES DEPARTMENT

20-52-110-00	PERMANENT SALARIES	2,635,000
20-52-150-00	EMPLOYEE BENEFITS	1,385,000
20-52-165-00	EMPLOYEE MEDICAL TESTING	150
20-52-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	500
20-52-233-00	TRAINING	4,500
20-52-247-00	OFFICE/OPERATING SUPPLIES	1,000
20-52-277-00	TELEPHONE EXPENSE	1,560
20-52-335-00	COMMUNITY OUTREACH	1,000
20-52-335-01	ABATEMENT SERVICES	40,000
20-52-335-02	RECOVERY SUPPORT SERVICES	15,000
20-52-530-00	INSURANCE AND BONDS	4,000
20-52-600-00	SUNDRY EXPENSES	400
20-52-797-00	EQUIPMENT ACQUISITION	1,000
Total HOMELESS STRATEGIES DEPARTMENT:		4,089,110

DISPATCHING DEPARTMENT

20-53-110-00	PERMANENT SALARIES	95,000
20-53-150-00	EMPLOYEE BENEFITS	50,000
20-53-165-00	EMPLOYEE MEDICAL TESTING	150
20-53-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	300
20-53-233-00	TRAINING	2,000
20-53-237-00	CONVENTIONS AND CONFERENCES	1,700
20-53-247-00	OFFICE/OPERATING SUPPLIES	1,500
20-53-250-00	EQUIPMENT MAINTENANCE	1,000
20-53-250-01	FUEL EXPENSE	1,000
20-53-277-00	TELEPHONE EXPENSE	1,320
20-53-315-01	VECC CONTRACT - POLICE	635,000
20-53-315-02	VECC CONTRACT - FIRE	225,000
20-53-335-00	COMMUNITY OUTREACH	4,000
20-53-530-00	INSURANCE AND BONDS	4,000
20-53-600-00	SUNDRY EXPENSES	200
20-53-797-00	EQUIPMENT ACQUISITION	13,000
Total DISPATCHING DEPARTMENT:		1,035,170

CODE ENFORCEMENT

20-55-110-00	PERMANENT SALARIES	250,000
20-55-120-00	PART-TIME SALARIES	30,000

Account Number	Account Title	2024-25
		Fut Year Budget
20-55-140-00	OVERTIME	1,000
20-55-150-00	EMPLOYEE BENEFITS	140,000
20-55-157-00	UNIFORM ALLOWANCE	5,500
20-55-165-00	EMPLOYEE MEDICAL TESTING	600
20-55-190-00	SERVICE AWARDS	150
20-55-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	2,000
20-55-233-00	TRAINING	5,500
20-55-240-00	OFFICE/OPERATING SUPPLIES	5,000
20-55-250-00	EQUIPMENT MAINTENANCE	2,500
20-55-250-01	FUEL EXPENSE	9,000
20-55-277-00	TELEPHONE EXPENSE	2,000
20-55-320-00	PROPERTY ABATEMENT EXPENSE	20,000
20-55-530-00	INSURANCE AND BONDS	22,750
20-55-600-00	SUNDRY EXPENSE	1,200
20-55-797-00	EQUIPMENT ACQUISITION	2,000
Total CODE ENFORCEMENT:		499,200

FIRE DEPARTMENT

20-57-110-00	PERMANENT SALARIES	5,805,000
20-57-111-00	CONTRACT OVERTIME	250,000
20-57-140-00	OVERTIME	150,000
20-57-150-00	EMPLOYEE BENEFITS	2,805,000
20-57-157-00	UNIFORM ALLOWANCE	111,500
20-57-165-00	EMPLOYEE MEDICAL TESTING	20,000
20-57-190-00	SERVICE AWARDS	5,000
20-57-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	24,245
20-57-233-00	TRAINING	26,000
20-57-235-00	TUITION ASSISTANCE	10,000
20-57-237-00	CONVENTIONS AND CONFERENCES	5,000
20-57-240-00	OFFICE/OPERATING SUPPLIES	15,000
20-57-250-00	EQUIPMENT MAINTENANCE	140,000
20-57-250-01	FUEL EXPENSE	120,000
20-57-261-01	FIRE STATION EXPENSE - #41	24,000
20-57-261-03	STATION 41-BLDG CONTRACT SRVCS	5,000
20-57-261-05	STATION 41-UTILITIES	20,000
20-57-261-10	STATION 41-MAINTENANCE	5,000
20-57-261-15	STATION 41-EQUIP/SUPPLIES	1,000
20-57-262-01	FIRE STATION EXPENSE - #42	24,000
20-57-262-03	STATION 42-BLDG CONTRACT SRVCS	5,000
20-57-262-05	STATION 42-UTILITIES	25,000
20-57-262-10	STATION 42-MAINTENANCE	5,000
20-57-262-15	STATION 42-EQUIP/SUPPLIES	1,000
20-57-263-01	FIRE STATION EXPENSE - #43	24,000
20-57-263-03	STATION 43-BLDG CONTRACT SRVCS	5,000
20-57-263-05	STATION 43-UTILITIES	20,000
20-57-263-10	STATION 43-MAINTENANCE	5,000
20-57-263-15	STATION 43-EQUIP/SUPPLIES	1,000
20-57-275-01	WIRELESS TELEPHONE	12,000
20-57-275-02	CELLULAR MODEM AIRTIME	18,600
20-57-277-00	TELEPHONE EXPENSE	8,480
20-57-310-00	PROFESSIONAL SERVICES	20,000
20-57-310-01	AMBULANCE BILLING FEES	250,000
20-57-310-02	STATE EMS FEES	90,000
20-57-320-00	EMERGENCY MEDICAL SERVICES	118,000
20-57-322-00	FIRE PREVENTION	4,000

Account Number	Account Title	2024-25
		Fut Year Budget
20-57-375-00	CREDIT PMT/COLLECTION FEES	1,000
20-57-530-00	INSURANCE AND BONDS	290,250
20-57-600-00	SUNDRY EXPENSE	15,200
20-57-797-00	EQUIPMENT ACQUISITION	73,000
Total FIRE DEPARTMENT:		10,557,275
PUBLIC SAFETY SERVICE FUND Revenue Total:		30,680,936
PUBLIC SAFETY SERVICE FUND Expenditure Total:		30,680,936
Net Total PUBLIC SAFETY SERVICE FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE PUBLIC WORKS CAMPUS CONSTRUCTION FUND BUDGET AS THE INTERIM PUBLIC WORKS CAMPUS CONSTRUCTION FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Public Works Campus Construction Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Public Works Campus Construction Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Public Works Campus Construction Fund budget as the Interim Public Works Campus Construction Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024 at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Public Works Campus Construction Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Public Works Campus Construction Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Public Works Campus Construction Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Public Works Campus Construction Fund of the City of South Salt Lake until such time as a truth in taxation public

hearing is held on August 13, 2024, and a final budget for the Public Works Campus Construction Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Public Works Campus Construction Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

[Remainder of page intentionally left blank]

[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Public Works Campus Construction Fund of the City of South Salt
Lake, Utah for the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
PW CAMPUS CONSTRUCT FUND		
MISCELLANEOUS REVENUE		
45-3610-000	INTEREST REVENUE	500,000
Total MISCELLANEOUS REVENUE:		500,000
OTHER SOURCES OF FUNDS		
45-3750-000	PROCEEDS FROM REVENUE BOND	50,000,000
Total OTHER SOURCES OF FUNDS:		50,000,000
EXPENDITURES		
45-80-100-00	CONSTRUCTION COSTS	10,000,000
Total EXPENDITURES:		10,000,000
TRANSFERS		
45-95-911-00	TRANSFER TO CONSTRUCT RESERV	40,500,000
Total TRANSFERS:		40,500,000
PW CAMPUS CONSTRUCT FUND Revenue Total:		50,500,000
PW CAMPUS CONSTRUCT FUND Expenditure Total:		50,500,000
Net Total PW CAMPUS CONSTRUCT FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE SOLID WASTE FUND BUDGET AS THE INTERIM SOLID WASTE FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Solid Waste Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Solid Waste Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Solid Waste Fund budget as the Interim Solid Waste Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024, at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Solid Waste Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Solid Waste Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Solid Waste Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Solid Waste Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Solid Waste Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Solid Waste Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

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[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Solid Waste Fund of the City of South Salt Lake, Utah for the Fiscal
Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
SOLID WASTE COLLECTION		
OPERATING REVENUE		
53-3250-000	SOLID WASTE COLLECTION FEES	720,000
53-3252-000	GLASS RECYCLING FEES	22,000
Total OPERATING REVENUE:		742,000
OTHER REVENUE		
53-3610-000	INTEREST EARNINGS	2,000
53-3630-000	MISCELLANEOUS REVENUE	1,000
53-3690-000	TRAILER RENTAL REVENUE	25,000
Total OTHER REVENUE:		28,000
OPERATING EXPENSES		
53-70-110-00	OPERATING SALARIES	60,000
53-70-111-00	ADMINISTRATIVE SALARIES	10,000
53-70-140-00	OVERTIME	2,000
53-70-150-00	EMPLOYEE BENEFITS	45,000
53-70-157-00	UNIFORM ALLOWANCE	1,000
53-70-165-00	EMPLOYEE MEDICAL TESTING	300
53-70-190-00	SERVICE AWARDS	300
53-70-233-00	TRAINING	1,000
53-70-243-00	OFFICE EXPENSE & SUPPLIES	10,000
53-70-245-00	OPERATING SUPPLIES	1,000
53-70-250-00	EQUIPMENT - SUPPLIES AND MAINT	1,000
53-70-250-01	FUEL EXPENSE	4,000
53-70-277-00	TELEPHONE EXPENSE	420
53-70-315-00	CLEAN-UP EXPENSES	30,000
53-70-329-00	WASTE COLLECTION CONTRACT	492,000
53-70-329-01	GLASS RECYCLING CONTRACT	19,000
53-70-375-00	CREDIT PMT/COLLECTION FEES	8,000
53-70-600-00	SUNDRY EXPENSE	200
53-70-797-00	EQUIPMENT ACQUISITION	22,000
Total OPERATING EXPENSES:		707,220
NON-DEPARTMENTAL		
53-74-530-00	INSURANCE AND BONDS	7,500
53-74-815-00	TRANSFER TO FUND BALANCE	55,280
Total NON-DEPARTMENTAL:		62,780
SOLID WASTE COLLECTION Revenue Total:		770,000
SOLID WASTE COLLECTION Expenditure Total:		770,000
Net Total SOLID WASTE COLLECTION:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE STORMWATER UTILITY FUND BUDGET AS THE INTERIM STORMWATER UTILITY FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Stormwater Utility Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Stormwater Utility Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Stormwater Utility Fund budget as the Interim Stormwater Utility Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024, at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Stormwater Utility Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Stormwater Utility Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Stormwater Utility Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Stormwater Utility Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Stormwater Utility Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Stormwater Utility Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

[Remainder of page intentionally left blank]

[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Stormwater Utility Fund of the City of South Salt Lake, Utah for
the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
STORMWATER UTILITY FUND		
FINES AND FORFEITURES		
56-3511-000	STORM WATER CITATIONS	2,500
Total FINES AND FORFEITURES:		2,500
REVENUE		
56-3715-000	STORM WATER FEES	1,805,000
56-3721-000	INTEREST EARNINGS	3,000
Total REVENUE:		1,808,000
OPERATING EXPENSES		
56-70-110-00	PERMANENT SALARIES	310,000
56-70-111-00	ADMINISTRATIVE SALARIES	100,000
56-70-140-00	OVERTIME	15,000
56-70-150-00	EMPLOYEE BENEFITS	190,000
56-70-157-00	UNIFORM ALLOWANCE	4,000
56-70-165-00	EMPLOYEE MEDICAL TESTING	300
56-70-190-00	SERVICE AWARDS	300
56-70-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	1,000
56-70-233-00	TRAINING	5,500
56-70-243-00	OFFICE EXPENSE AND SUPPLIES	15,000
56-70-245-00	OPERATING SUPPLIES	10,000
56-70-250-00	EQUIPMENT MAINTENANCE	20,000
56-70-250-01	FUEL EXPENSE	21,000
56-70-260-00	COLLECTION SYSTEM MAINTENANC	300,000
56-70-261-00	FACILITY MAINTENANCE	4,500
56-70-263-00	COMMUNITY OUTREACH	40,000
56-70-270-00	UTILITIES	5,000
56-70-277-00	TELEPHONE EXPENSE	5,000
56-70-310-00	PROFESSIONAL SERVICES	50,000
56-70-310-01	PERMITTING	12,500
56-70-324-00	SOFTWARE ADMIN/MAINTENANCE	5,500
56-70-375-00	CREDIT PMT/COLLECTION FEES	8,000
56-70-600-00	SUNDRY EXPENSE	1,000
56-70-797-00	EQUIPMENT ACQUISITION	10,000
Total OPERATING EXPENSES:		1,133,600
NON-DEPARTMENTAL		
56-74-530-00	INSURANCE AND BONDS	30,250
56-74-815-00	TRANSFER TO FUND BALANCE	71,650
56-74-825-00	TRANSFER TO REPLACEMENT RESE	200,000
Total NON-DEPARTMENTAL:		301,900
CAPITAL EXPENDITURES		
56-80-721-00	COLLECTION SYSTEM	100,000
56-80-760-00	CAPITAL PROJECTS	200,000
56-80-761-00	VEHICLES	75,000
Total CAPITAL EXPENDITURES:		375,000
STORMWATER UTILITY FUND Revenue Total:		1,810,500

		2024-25
		Fut Year
Account Number	Account Title	Budget
STORMWATER UTILITY FUND Expenditure Total:		1,810,500
Net Total STORMWATER UTILITY FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE WASTEWATER UTILITY FUND BUDGET AS THE INTERIM WASTEWATER UTILITY FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Wastewater Utility Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Wastewater Utility Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Wastewater Utility Fund budget as the Interim Wastewater Utility Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024, at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Wastewater Utility Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Wastewater Utility Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Wastewater Utility Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Wastewater Utility Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Wastewater Utility Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Wastewater Utility Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

[Remainder of page intentionally left blank]

[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Wastewater Utility Fund of the City of South Salt Lake, Utah for
the Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
SEWER UTILITY FUND		
REVENUE		
52-3731-000	SEWER SERVICE CHARGE	3,600,000
52-3733-000	INDUSTRIAL WASTE FEES	200,000
52-3741-000	INTEREST EARNINGS	10,000
52-3744-000	IMPACT FEES	500,000
52-3749-000	SEWER CONNECTION FEES	5,000
Total REVENUE:		4,315,000
OTHER SOURCES OF FUNDS		
52-3846-000	PROCEEDS FROM STATE LOAN	1,715,000
Total OTHER SOURCES OF FUNDS:		1,715,000
INDUSTRIAL WASTE MONITORING		
52-71-328-00	CENTRAL VLY PRETREATMENT COST	230,000
Total INDUSTRIAL WASTE MONITORING:		230,000
WASTE WATER TREATMENT		
52-72-110-00	PERMANENT SALARIES	320,000
52-72-111-00	ADMINISTRATIVE SALARIES	30,000
52-72-140-00	OVERTIME	55,000
52-72-150-00	EMPLOYEE BENEFITS	160,000
52-72-157-00	UNIFORM ALLOWANCE	4,000
52-72-165-00	EMPLOYEE MEDICAL TESTING	600
52-72-190-00	SERVICE AWARDS	300
52-72-210-00	SUBSCRIPTIONS & MEMBERSHIPS	1,500
52-72-233-00	TRAINING	10,000
52-72-243-00	OFFICE EXPENSE AND SUPPLIES	15,000
52-72-245-00	OPERATING SUPPLIES	15,000
52-72-250-00	EQUIPMENT MAINTENANCE	20,000
52-72-250-01	FUEL EXPENSE	28,000
52-72-260-00	SEWER SYSTEM REPAIRS	200,000
52-72-265-00	PROPERTY MAINTENANCE	10,000
52-72-270-00	UTILITIES	25,000
52-72-277-00	TELEPHONE EXPENSE	5,000
52-72-310-00	PROFESSIONAL/TECHNICAL SERVIC	50,000
52-72-310-01	PROFESSIONAL - SAMPLING COSTS	8,000
52-72-328-00	CENTRAL VALLEY TREATMENT COST	1,090,000
52-72-340-00	CENTRAL VAL BOND PARTICIPATION	250,000
52-72-375-00	CREDIT PMT/COLLECTION FEE	5,000
52-72-600-00	SUNDRY EXPENSE	800
52-72-797-00	EQUIPMENT ACQUISITION	5,000
Total WASTE WATER TREATMENT:		2,308,200
NON-DEPARTMENTAL		
52-74-530-00	INSURANCE AND BONDS	26,500
Total NON-DEPARTMENTAL:		26,500
DEBT SERVICE		
52-78-811-00	REPAYMENT OF STATE LOAN	715,000

Account Number	Account Title	2024-25 Fut Year Budget
Total DEBT SERVICE:		715,000
CAPITAL EXPENDITURES		
52-80-731-00	SEWAGE COLLECTION SYSTEM	500,000
52-80-771-00	CVWRF EQUITY-CAP PRJCTS ANNUA	850,000
52-80-772-00	CVWRF EQUITY-CAP PROJECTS	1,000,000
Total CAPITAL EXPENDITURES:		2,350,000
TRANSFERS		
52-95-815-00	TRANSFER TO FUND BALANCE	160,300
52-95-850-00	TRANSFER TO DEBT SERVICE FUND	40,000
52-95-975-00	TRANSFER TO PROJECTS RESERVE	200,000
Total TRANSFERS:		400,300
SEWER UTILITY FUND Revenue Total:		6,030,000
SEWER UTILITY FUND Expenditure Total:		6,030,000
Net Total SEWER UTILITY FUND:		.00

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL TO ADOPT AND OPERATE ON THE TENTATIVE WATER UTILITY FUND BUDGET AS THE INTERIM WATER UTILITY FUND BUDGET FOR THE CITY OF SOUTH SALT LAKE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, UNTIL A TRUTH IN TAXATION PUBLIC HEARING IS HELD AND THE FINAL BUDGET IS ADOPTED

WHEREAS, on May 8, 2024, the Budget Officer of the City of South Salt Lake (the “City”) submitted to the South Salt Lake City Council (the “Council”) a tentative budget (the “Tentative Budget”) including the Tentative Water Utility Fund budget, which was prepared and made available to the public in accordance with state law;

WHEREAS, on May 22, 2024, following a duly noticed public hearing, the Council acknowledged and tentatively received the Tentative Budget for Fiscal Year July 1, 2024, to June 30, 2025, including the Tentative Water Utility Fund budget, which was officially placed in the City Recorder’s office for inspection by the general public; and

WHEREAS, a duly noticed public hearing on the adoption of the budget for Fiscal Year July 1, 2024, to June 30, 2025, was held on June 5, 2024, as prescribed by The Uniform Fiscal Procedures Act for Utah Cities;

WHEREAS, the Council met in regular session on June 12, 2024, to consider, among other things, adopting the Tentative Water Utility Fund budget as the Interim Water Utility Fund budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025;

WHEREAS, because the Council proposed a tax rate that exceeds the certified tax rate, both for general purposes and for the public safety service levy, a truth in taxation public hearing must be held prior to adoption of a final budget; and

WHEREAS, a truth in taxation hearing is scheduled to be held on August 13, 2024, at 7:00 pm, or as close thereafter as possible;

WHEREAS, the City has published the necessary notice, held the required public hearing, and has fully considered adoption of the tentative budget as the interim budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: The Tentative Water Utility Fund Budget attached hereto, incorporated herein by this reference, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and is hereby adopted as the “Interim Budget for the Water Utility Fund of the City of South Salt Lake, Utah for the Fiscal Year 2024-2025” (the “Budget”).

SECTION II: The Tentative Water Utility Fund Budget for Fiscal Year July 1, 2024, to Jun 30, 2025, shall be the Interim Budget for the Water Utility Fund of the City of South Salt Lake until such time as a truth in taxation public hearing is held on August 13, 2024, and a final budget for the Water Utility Fund of the City is adopted.

SECTION III: Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget, including the Tentative Water Utility Fund Budget, shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor within 30 days after adoption and in the Office of the City Recorder and shall be available to the public in accordance with the law.

SECTION IV: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

[Remainder of page intentionally left blank]

[signatures on next page]

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

**Interim Budget for the Water Utility Fund of the City of South Salt Lake, Utah for the
Fiscal Year 2024-2025**

Account Number	Account Title	2024-25 Fut Year Budget
WATER UTILITY FUND		
REVENUE		
51-3711-000	WATER SALES	4,000,000
51-3714-000	WATER FEES - FIRELINES	75,000
51-3721-000	INTEREST EARNINGS	10,000
51-3725-000	IMPACT FEES	450,000
51-3727-000	CASH FROM RESERVES	1,161,600
51-3729-000	SERVICE LINE FEES	20,000
Total REVENUE:		5,716,600
OTHER SOURCES OF FUNDS		
51-3846-000	LOAN PROCEEDS	8,600,000
Total OTHER SOURCES OF FUNDS:		8,600,000
OPERATING EXPENSES		
51-70-110-00	OPERATING SALARIES	695,000
51-70-111-00	ADMINISTRATIVE SALARIES	105,000
51-70-140-00	OVERTIME	85,000
51-70-150-00	EMPLOYEE BENEFITS	425,000
51-70-157-00	UNIFORM ALLOWANCE	10,000
51-70-165-00	EMPLOYEE MEDICAL TESTING	300
51-70-190-00	SERVICE AWARDS	300
51-70-210-00	SUBSCRIPTIONS AND MEMBERSHIPS	3,000
51-70-233-00	TRAINING	10,000
51-70-243-00	OFFICE EXPENSE AND SUPPLIES	24,000
51-70-245-00	OPERATING SUPPLIES	20,000
51-70-249-00	WATER PURCHASES	410,000
51-70-250-00	EQUIPMENT MAINTENANCE	35,000
51-70-250-01	FUEL EXPENSE	60,000
51-70-250-02	MAINT/REPAIRS-PUMP HOUSES	16,000
51-70-250-03	MAINT/REPAIRS - DISTRIB LINES	125,000
51-70-250-04	MAINT/REPAIRS- RESERVOIRS	50,000
51-70-250-05	MAINT/REPAIRS-WELLS	90,000
51-70-260-00	BLDGS & GRNDS SUPPLIES & MAINT	10,000
51-70-273-00	POWER/UTILITIES	125,000
51-70-275-00	METER COMMUNICATION EXPENSE	42,000
51-70-277-00	TELEPHONE EXPENSE	7,000
51-70-290-00	WATER TREATMENT MAINTENANCE	100,000
51-70-310-00	PROFESSIONAL & TECH SERVICES	125,000
51-70-375-00	CREDIT PMT/COLLECTION FEES	60,000
51-70-600-00	SUNDRY EXPENSE	2,000
51-70-797-00	EQUIPMENT ACQUISITION	10,000
Total OPERATING EXPENSES:		2,644,600
NON-DEPARTMENTAL		
51-74-530-00	INSURANCE AND BONDS	49,000
51-74-545-00	LEASE PAYMENTS	13,000
51-74-549-00	AMORTIZATION OF BOND COSTS	100,000
Total NON-DEPARTMENTAL:		162,000

		2024-25
		Fut Year
Account Number	Account Title	Budget
CAPITAL EXPENDITURES		
51-80-732-20	DAVIS WELL	360,000
51-80-732-30	700 EAST WELL	200,000
51-80-732-40	PRICE AVENUE WELL	10,000,000
51-80-735-00	WATER DISTRIBUTION MAINS	390,000
51-80-736-00	METERS AND HYDRANTS	90,000
51-80-761-00	TRUCKS	470,000
Total CAPITAL EXPENDITURES:		11,510,000
WATER UTILITY FUND Revenue Total:		14,316,600
WATER UTILITY FUND Expenditure Total:		14,316,600
Net Total WATER UTILITY FUND:		.00

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL ADOPTING A
PROPOSED TAX RATE FOR THE GENERAL PURPOSES OF THE CITY

WHEREAS, Pursuant to Utah Code Ann. Section 59-2-912, on or before June 22 of each year the City of South Salt Lake (the “City”) must adopt a proposed tax rate, or a final tax rate if it does not exceed the certified tax rate;

WHEREAS, the City intends to adopt a proposed tax rate of .001597 for the general purposes of the City, which tax rate exceeds the certified tax rate;

WHEREAS, Utah Code Ann. Section 59-2-919 states that a taxing entity may not levy a tax rate that exceeds the certified tax rate unless it conducts a public hearing on the issue at which all interested parties desiring to be heard are given an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment (“Truth in Taxation Hearing”);

WHEREAS, the Truth in Taxation Hearing must be held at or after 6:00 pm and cannot be held at the same time as another as the Truth in Taxation Hearing of another overlapping taxing entity within the City;

WHEREAS, the City will hold the Truth in Taxation Hearing, in coordination with Salt Lake County, on a night in August 2024, at 7:00 pm, or as close thereafter as possible, to be assigned by the County at a later time;

WHEREAS, the Truth in Taxation Hearing date will be appropriately noticed as required by Utah law;

WHEREAS, upon adoption of a proposed tax rate the City shall submit a statement containing the amount and purpose of each levy fixed by the legislative body as required by Utah Code Ann. Section 59-2-913 and all other information required by rules of the Utah Tax Commission to the Salt Lake County Auditor; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: Adopt the proposed tax rate of .001597 for the General Purposes of the City.

SECTION II: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION III: Effective Date. This ordinance shall become effective upon Mayor’s signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL ADOPTING A
PROPOSED TAX RATE FOR THE PUBLIC SAFETY SERVICES PURPOSES OF THE CITY

WHEREAS, Pursuant to Utah Code Ann. Section 59-2-912, on or before June 22 of each year the City of South Salt Lake (the “City”) must adopt a proposed tax rate, or a final tax rate if it does not exceed the certified tax rate;

WHEREAS, the City intends to adopt a proposed tax rate of .001070 for the general purposes of the City, which tax rate exceeds the certified tax rate;

WHEREAS, Utah Code Ann. Section 59-2-919 states that a taxing entity may not levy a tax rate that exceeds the certified tax rate unless it conducts a public hearing on the issue at which all interested parties desiring to be heard are given an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment (“Truth in Taxation Hearing”);

WHEREAS, the Truth in Taxation Hearing must be held at or after 6:00 pm and cannot be held at the same time as another as the Truth in Taxation Hearing of another overlapping taxing entity within the City;

WHEREAS, the City will hold the Truth in Taxation Hearing, in coordination with Salt Lake County, on a night in August 2024, at 7:00 pm, or as close thereafter as possible, to be assigned by the County at a later time;

WHEREAS, the Truth in Taxation Hearing date will be appropriately noticed as required by Utah law;

WHEREAS, upon adoption of a proposed tax rate the City shall submit a statement containing the amount and purpose of each levy fixed by the legislative body as required by Utah Code Ann. Section 59-2-913 and all other information required by rules of the Utah Tax Commission to the Salt Lake County Auditor; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake as follows:

SECTION I: Adopt the proposed tax rate of .001070 for the Public Safety Services Purposes of the City.

SECTION II: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION III: Effective Date. This ordinance shall become effective upon Mayor’s signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	_____
Williams	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTION 3.11.100 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO MODIFY FEES RELATING TO UTILITIES IN SOUTH SALT LAKE CITY.

WHEREAS, The South Salt Lake City Council (the “City Council”) is authorized to enact and amend ordinances establishing regulations related to the health, safety, and welfare of the residents of the City of South Salt Lake (the “City”); and

WHEREAS, the City Council finds that, after a review and assessment of the City’s costs and needs, the City’s consolidated fee schedule, codified in South Salt Lake Municipal Code 3.11.100, should be updated to reflect the current economic status of the City’s services and costs in maintenance and administration of its utilities; and

WHEREAS, the City Council hereby determines that amending section 3.11.100 of the South Salt Lake Municipal Code to modify utilities fees as shown in “Exhibit A,” which is attached hereto and incorporated by this reference, is in the best interest of the health, safety, and welfare of the residents of South Salt Lake City.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of South Salt Lake as follows:

SECTION 1. Enactment. Section 3.11.100 is hereby amended, as attached hereto and incorporated by reference in “Exhibit A.”

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

SECTION 4. Effective Date. This ordinance shall become effective upon Mayor’s signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

(signatures appear on separate page)

DATED this _____ day of _____, 2024.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mitchell	_____
Sanchez	_____
Pinkney	_____
Williams	_____

Transmitted to the Mayor's office on this _____ day of _____ 2024.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2024.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

Exhibit A:**3.11.100 Utilities.****A. Water.**

Culinary water	
Meter size (5,000-gallon allowance for all meters)	Minimum monthly fee [*]
0.75" meter	\$13.00 <u>\$15.00</u>
1" meter	\$21.00 <u>\$23.00</u>
1.5"	\$34.00 <u>\$36.00</u>
2" meter	\$49.00 <u>\$51.00</u>
3" meter	\$91.00 <u>\$93.00</u>
4" meter	\$138.00 <u>\$140.00</u>
6" meter	\$269.00 <u>\$271.00</u>
Metered hydrant use	\$91.00
Excess water (all meter sizes and uses)	
Usage between 5,000 and 30,000 gal.	\$2.25 <u>\$4.25</u> per 1,000 gallons
Usage greater than 30,000 gal.	\$2.75 <u>\$4.75</u> per 1,000 gallons

^{*}Includes monthly \$2.00 fluoride charge

Storm water utility fee	
Per equivalent residential unit	\$6/month

Fire line	
3" line	\$13.65/month
4" line	\$18.15/month
6" line	\$27.22/month
8" line	\$36.29/month
10" line	\$45.36/month
12" line	\$54.44/month
16" line	\$72.58/month

22" line	\$99.80/month
36" line	\$163.31/month
Tampered fire line fee	\$100.00
Inspection of new fire line installation	\$50.00
Fire flow test	\$50.00 \$175.00

Other fees	
Reconnection and new service reconnection	
Monday—Friday 8:00 a.m.—3:00 p.m.	\$25.00
Monday—Friday after 3:00 p.m.; any time on weekends or holidays	\$65.00
Tenant water deposit	\$75.00 or 60 day usage, whichever is greater
Active deployment fee waiver	\$75.00/month waived
Bankruptcy deposits (based on prior 12 months' history)	60-day usage
Service of disconnection notice w/in 12 months of prior notice	\$15.00

B. Sewer and Industrial Waste.

User fee (all users)	Base fee
Base User Fee (calculated using average winter water usage or actual usage, whichever is greater)*	\$7.00 \$10.00 per 1,000 gallons
Beginning July 1, 2020, Base User Fee (calculated using average winter water usage or actual usage, whichever is greater)*	\$9.00 \$10.00 per 1,000 gallons

* New residential accounts are charged based on actual usage or for 5,000 gallons per unit per month until an average winter water usage amount is determined, whichever is greater. New accounts for multi-family residential dwellings are calculated using previous average winter water usage or 5,000 gallons per unit per month, whichever is greater. New business accounts are charged based on the average winter consumption for the previous business or the actual monthly consumption if the business type has changed, until a winter average history can be obtained. Average winter water usage may be prospectively adjusted during the year if the customer provides proof of leakage, repair, and data supporting lower water usage.

C. Industrial Waste Fee.

Additional fees for industrial waste:

Sewer connections, which are included in the categories below, will be subject to an industrial waste fee based on a strength multiplier. The base user fee will be multiplied by the following multiplier based on category:

Large grocery stores with meat/bakery functions	1.22
---	------

Nursing homes/care centers	1.23
Restaurants/fast food/food preparation facilities	1.34

D. High Strength Contributors Fee.

Certain connections are considered high strength contributors and will be assessed a strength component based on individual samples and the information below:

Additional fees for industrial waste	
Total suspended solids (TSS)	$(\text{Sample in mg/l} - 250) \times 8.34 \times (\text{sewer average in thousands of gals./1,000,000}) \times (\text{rate assessed by Central Valley})$
Biochemical Oxygen Demand (BOD)	$(\text{Sample in mg/l} - 200) \times 8.34 \times (\text{sewer average in thousands of gallons/1,000,000}) \times (\text{rate assessed by Central Valley})$

* Classification and frequency of sampling is determined by the City.

E. Cost Recovery Fees.

Sample costs	As per cost to City
Labor charge	
Composite	\$154.00/sample
Grab	\$77.00/sample

F. Household Waste and Recyclable Waste Containers.

Residential service (including one waste container, one recyclable)	\$10.00 14.00/month
Additional waste container (waste or recycling)	\$10.00 14.00/month per additional can
New can delivery fee/redelivery fee after nonpayment	\$25.00/trip
Late payment fee	\$10.00
Special permit inspection fee	\$25.00
Glass recycling fee	\$8.00 per customer per month
Glass recycling container fee, initial service or reinstatement	\$25.00

South Salt Lake, Utah

May 8, 2024

The City Council (the “Council”) of the city of South Salt Lake, Utah (the “City”), met in regular session in the City Council Chambers at 220 East Morris Avenue, South Salt Lake, Utah at 7:00 p.m. on May 8, 2024, with the following members of the Council being present:

Sharla Bynum	Chair
LeAnne Huff	Councilmember
Nick Mitchell	Councilmember
Natalie Pinkney	Councilmember
Paul Sanchez	Councilmember
Corey Thomas	Councilmember
Clarissa J. Williams	Councilmember

Also present:

Cherie Wood	Mayor
Ariel Andrus	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 May 8, 2024 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and adopted pursuant to motion made by Clarissa Williams and seconded by Corey Thomas.

The resolution is as follows:

RESOLUTION NO. 12

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$50,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2024 (THE "SERIES 2024 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2024 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2024 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2024 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2024 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2024 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE CITY OF AN INDENTURE OF TRUST, BOND PURCHASE CONTRACT AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2024 BONDS; AUTHORIZING AND APPROVING THE USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City Council (the "Council") of the city of South Salt Lake, Utah (the "City"), is authorized to issue bonds for the municipal purposes set forth in the Act; and

WHEREAS, subject to the limitations set forth herein, the City desires to issue its Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City), to (a) finance the construction of a new public works building, land purchases, and all related improvements (collectively, the "Project"), (b) fund any required deposit to a reserve fund, and (c) pay costs of issuance of the Series 2024 Bonds pursuant to this Resolution, a General Indenture of Trust (the "General Indenture"), as supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), with said Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Act provides for the posting of a Notice of Public Hearing and Bonds to Be Issued and the City desires to post such notice in compliance with the Act with respect to the Series 2024 Bonds; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Series 2024 Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Series 2024 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase contract (the “Bond Purchase Contract”), in substantially the form attached hereto as Exhibit C, to be entered into between the City and the underwriter or the purchaser (the “Underwriter/Purchaser”) selected by the City; and

WHEREAS, the City desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”), and to approve a final Official Statement (the “Official Statement”) in substantially the form attached hereto as Exhibit D, and other documents relating thereto; and

WHEREAS, in order to allow the City (with the consultation and approval of the City’s Municipal Advisor, EFG Consulting, LLC (the “Municipal Advisor”)), flexibility in setting the pricing date of the Series 2024 Bonds to optimize debt service savings to the City, the Council desires to grant to the Mayor (including her designee or any Mayor Pro Tem) (the “Mayor”) or the Finance Director of the City (each a “Designated Officer”), in accordance with state law, the authority to select the Underwriter/Purchaser, approve the method of sale, interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of the city of South Salt Lake, Utah, as follows:

Section 1 The City hereby authorizes and approves the issuance and sale of the Series 2024 Bonds for the purpose of (i) financing the Project, (ii) funding any required debt service reserve fund, and (iii) paying costs of issuance of the Series 2024 Bonds, in the aggregate principal amount of not to exceed \$50,000,000, to bear interest at the rate or rates of not to exceed six percent (6.0%), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-six percent (96%) of the total principal amount thereof, and to be subject to redemption, all as shall be approved by a Designated Officer within the parameters set forth herein so long as the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in this Section 1.

Section 2 The Indenture and Bond Purchase Contract in substantially the forms attached hereto as Exhibit B and Exhibit C, are in all respects hereby authorized and approved. The Mayor and the City Recorder, including any Deputy City Recorder, (the “City Recorder”) are

hereby authorized and directed to execute and deliver the same on behalf of the City, with final terms as may be established by the Designated Officer, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officer is hereby authorized to select the method of sale, the preparation of an offering document (if any), the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024 Bonds for and on behalf of the City by execution of the Indenture and Bond Purchase Contract, provided that such terms are within the Parameters set by this Resolution.

Section 3 The form, terms, and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2024 Bonds and to deliver said Series 2024 Bonds to the trustee for the Series 2024 Bonds (the "Trustee") for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 4 The Designated Officer and other appropriate officials of the City are authorized to make any alterations, changes or additions to the Indenture, the Bond Purchase Contract, the Series 2024 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2024 Bonds (within the Parameters set by this Resolution), 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.

Section 5 The Council hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit D in the marketing of the Series 2024 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 6 The Designated Officer and other appropriate officials of the City are hereby authorized and directed to execute and deliver to the Trustee the written order of the City for authentication and delivery of the Series 2024 Bonds in accordance with the provisions of the Indenture.

Section 7 Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2024 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2024 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 8 The Designated Officer and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate (including the preparation and distribution of any offering

document or materials relating to the Series 2024 Bonds) in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9 After the Series 2024 Bonds are delivered to the Trustee and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of the Series 2024 Bonds is deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10 The City shall hold a public hearing on June 12, 2024, to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2024 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial posting thereof. The City directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on May 8, 2024, the City Council (the “Council”) of the city of South Salt Lake, Utah (the “City”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the City’s Sales Tax Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City), and called a public hearing to receive input from the public.

TIME, PLACE, LOCATION AND PURPOSE OF PUBLIC HEARING

The City shall hold a public hearing on June 12, 2024, at the hour of 7:00 p.m. at 220 East Morris Avenue, Suite 200, South Salt Lake, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds for the Project described herein and (b) any potential economic impact that the public infrastructure to be financed with the proceeds of the Series 2024 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2024 BONDS

The Series 2024 Bonds will be issued for the purpose of (i) financing the construction of a new public works building, land purchases, and all related improvements (collectively, the “Project”), (ii) funding any debt service reserve fund, as required, and (iii) paying costs of issuance of the Series 2024 Bonds.

PARAMETERS OF THE SERIES 2024 BONDS

The City intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Fifty Million Dollars (\$50,000,000), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-six percent (96%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed six percent (6.0%) per annum. The Series 2024 Bonds are to be issued and sold by the City pursuant to the Resolution, a General Indenture of Trust (the “General Indenture”), and a Supplemental Indenture to be entered into in connection with the Series 2024 Bonds (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”), which Indenture was before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the City in such form and with such changes thereto as shall be approved by the City; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024 Bonds will not exceed the maximums set forth above. The City reserves the right to not issue the Series 2024 Bonds for any reason and at any time up to the issuance of the Series 2024 Bonds.

REVENUES PROPOSED TO BE PLEDGED

[The City proposes to pledge up to 100% of the (i) Local Sales and Use Tax revenues received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, and (ii) the City or Town Option Sales and Use Tax revenues received by the City pursuant to Title 59, Chapter 12, Part 21, Utah Code Annotated 1953, as amended, to the payment of the Series 2024 Bonds (the “Revenues”).]

OUTSTANDING BONDS SECURED BY REVENUES

The City currently has \$-0- of outstanding bonds secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Additional information regarding the City's outstanding bonds may be found in the City's financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreports/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact the Finance Director at 801-483-6000.

TOTAL ESTIMATED COST OF SERIES 2024 BONDS

Based on the City's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2024 Bonds, if held until maturity, is \$82,946,312.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder at 220 East Morris Avenue, Suite 200, South Salt Lake, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of the posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it pertains to the Series 2024 Bonds), or the Series 2024 Bonds, or any provision made for the security and payment of the Series 2024 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this May 8, 2024.

/s/ Ariel Andrus
City Recorder

Section 11 The City hereby reserves the right to opt not to issue the Series 2024 Bonds for any reason.

Section 12 The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2024 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2024 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$50,000,000.


Section 13 All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council this May 8, 2024.

BY THE CITY COUNCIL:


Sharla Bynum, Council Chair

ATTEST:


Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	<u>YES</u>
Huff	<u>YES</u>
Mitchell	<u>YES</u>
Pinkney	<u>YES</u>
Sanchez	<u>NO</u>
Thomas	<u>YES</u>
Williams	<u>YES</u>



(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

CITY OF SOUTH SALT LAKE, UTAH

(SEAL)



By: Cherie Wood
Mayor

ATTEST:

By: [Signature]
City Recorder

STATE OF UTAH)
 : ss.
CITY OF SALT LAKE)

I, Ariel Andrus, the duly appointed and qualified City Recorder of the city of South Salt Lake, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on May 8, 2024, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on May 8, 2024, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this May 8, 2024.

(SEAL)



By: 
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Ariel Andrus, the undersigned City Recorder of the city of South Salt Lake, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the May 8, 2024, public meeting held by the City Council of the City (the "Council") as follows:

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

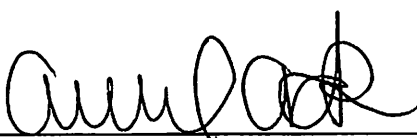
(c) By causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 8, 2024.

(SEAL)



By: 
City Recorder

Attachments:
SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EXHIBIT B
FORM OF INDENTURE

SALES TAX REVENUE BONDS
GENERAL INDENTURE OF TRUST

Dated as of _____ 1, 2024

between

CITY OF SOUTH SALT LAKE, UTAH,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

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THIS GENERAL INDENTURE OF TRUST, dated as of _____ 1, 2024, by and between the City of South Salt Lake, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”), and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal corporate trust office in Salt Lake City, Utah, as trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance and/or refinance all or a portion of the costs of facilities, equipment and improvements for the benefit of the Issuer pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”); and

WHEREAS, the Issuer is authorized under the Act to issue its bonds secured by a pledge of and payable from the Revenues described herein; and

WHEREAS, the Issuer desires to pledge said Revenues toward the payment of the Principal and interest on Bonds issued hereunder:

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the Principal of and premium, if any, and interest on the Bonds, of all Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, with respect to the Revenues, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond or Security Instrument Issuer over any other by reason of time of issuance, sale, delivery or

maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the Principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof, and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article X hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Accreted Amount” means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

“Act” means, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code, each to the extent applicable.

“Additional Bonds” means all Bonds issued under this Indenture other than the Initial Bonds.

“Administrative Costs” means all Security Instrument Costs, Reserve Instrument Costs and Rebtable Arbitrage.

“Aggregate Annual Debt Service Requirement” means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

“Authorized Amount” means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

“Authorized Representative” means the Mayor and the [Finance Director] of the Issuer or any other officer of the Issuer certified in writing to the Trustee by the Issuer.

“Average Aggregate Annual Debt Service Requirement” means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

“Balloon Bonds” means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

“Bond Fund” means the City of South Salt Lake, Utah Sales Tax Revenue Bond Fund created in Section 3.2 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

“Bond Fund Year” means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

“Bondholder,” “Bondowner,” “Registered Owner” or “Owner” means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

“Bonds” means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

“Build America Bonds” means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a “qualified bond” under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

“Business Day” means any day (i)(a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Principal Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

“Capital Appreciation Bonds” means Bonds, the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

“City Recorder” means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercial Paper Program” means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

“Construction Fund” means the City of South Salt Lake, Utah Sales Tax Revenue Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

“Cost” or “Costs” or “Cost of Completion”, or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

- (a) amounts payable to contractors and costs incident to the award of contracts;
- (b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;
- (c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;
- (d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (e) interest expenses, including interest on the Series of Bonds relating to a Project;
- (f) printing, engraving and other expenses of financing, including fees of financial rating services and other costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));
- (g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;
- (h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;
- (i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;
- (j) cost of site improvements performed by the Issuer in anticipation of a Project;
- (k) moneys necessary to fund the Funds created under this Indenture;
- (l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the Principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;
- (m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, “Cost” includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

“Cross-over Date” means, with respect to Cross-over Refunding Bonds, the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

“Cross-over Refunded Bonds” means Bonds or other obligations refunded by Cross-over Refunding Bonds.

“Cross-over Refunding Bonds” means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

“Current Interest Bonds” means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

“Debt Service” means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of Section 2.13 hereof,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations, as shall be

established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all Principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(5) When calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations; and

(6) Amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations and (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued.

"Debt Service Reserve Fund" means the City of South Salt Lake, Utah Sales Tax Revenue Debt Service Reserve Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means, with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (a) ten percent (10%) of the proceeds of such Series of Bonds determined on the basis of original Principal amount (unless original issue premium or original issue discount exceeds two percent (2%) of original Principal, then determined on the basis of initial purchase price to the public), (b) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (c) one hundred twenty-five percent (125%) of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series issued pursuant to this Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two (2) Series pro rata based upon the total Principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

"Direct Payments" means the interest subsidy payments received by the Issuer from the Internal Revenue Service pursuant to Section 6431 of the Code or other similar programs with respect to Bonds issued hereunder.

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of refunding bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts

which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

“Event of Default” means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

“Fitch” means Fitch Ratings, Inc.

“Governing Body” means the City Council of the Issuer.

“Government Obligations” means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market;
- (c) Zero Coupon United States Treasury Bonds; and
- (d) Any other direct obligations of or obligations fully and unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as “REFCORP strips”).

“Indenture” means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

“Initial Bonds” means the first Series of Bonds issued under this Indenture.

“Interest Payment Date” means the stated payment date of an installment of interest on the Bonds.

“Interest Rate Swap” means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby (i) a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount or (ii) a fixed rate cash flow on a principal or notional amount is exchanged for a variable rate of return (which may be subject to any interest rate cap) on an equal principal or notional amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

“Issuer” means the City of South Salt Lake, Utah and its successors.

“Mayor” means the Mayor of the Issuer or any successor to the duties of such office.

“Moody’s” means Moody’s Investors Service, Inc.

“MSRB” means the Municipal Securities Rulemaking Board.

“Outstanding” or “Bonds Outstanding” means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

“Owner(s)” or “Registered Owner(s)” means the registered owner(s) of the Bonds according to the registration books of the Issuer maintained by the Trustee as Registrar for the Bonds pursuant to Sections 2.6, 6.5, and 11.5 hereof.

“Paired Obligations” means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the Principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates of which, when taken together, result in an irrevocably fixed interest rate obligation of the Issuer for the terms of such Bonds.

“Paying Agent” means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

“Pledged Bonds” means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

“Principal” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case “Principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the Principal amount of such Bond payable at maturity.

“Principal Corporate Trust Office” means, with respect to the Trustee, the office of the Trustee at 170 South Main St., Suite 200, Salt Lake City, Utah 84101, or such other or additional offices as may be specified by the Trustee.

“Principal Installment” means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for

Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the Principal amount of such Repayment Obligations due on a certain future date.

“Project” means the acquisition, construction, and/or improvement of capital facilities, equipment and/or improvements financed or refinanced with a Series of Bonds that qualifies as an appropriate use for the Revenues.

“Put Bond” means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Put Bond and designating it as a “Put Bond”.

“Qualified Investments” means any of the following securities:

- (a) Government Obligations;
- (b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer’s Home Administration; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA’s);
- (c) Money market funds rated “AAAm” or “AAAm-G” or better by S & P and/or the equivalent rating or better of Moody’s (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to such funds;
- (d) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s or “A-1+” by S&P, and which matures not more than 270 days after the date of purchase;
- (e) Bonds, notes or other evidences of indebtedness rated “AAA” by S&P and “Aaa” by Moody’s issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;
- (f) U.S. dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- (g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer’s Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, Annotated 1953, as amended, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

“Rating Agency” means Fitch, Moody’s or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

“Rating Category” or “Rating Categories” mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

“Rebatable Arbitrage” means with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial rebate calculation date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

“Rebate Fund” means the City of South Salt Lake, Utah Sales Tax Revenue Rebate Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.7 hereof.

“Registrar” means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

“Regular Record Date” means, unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day immediately preceding each Interest Payment Date.

“Regulations,” and all references thereto means the applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

“Remarketing Agent” means the remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

“Repayment Obligations” means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

“Reserve Instrument” means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term “Reserve Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

“Reserve Instrument Agreement” means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

“Reserve Instrument Costs” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

“Reserve Instrument Coverage” means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

“Reserve Instrument Fund” means the City of South Salt Lake, Utah Sales Tax Revenue Reserve Instrument Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

“Reserve Instrument Limit” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of Principal of the applicable Series of Bonds.

“Reserve Instrument Provider” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

“Revenue Fund” means the City of South Salt Lake, Utah Sales Tax Revenue Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

“Revenues” means (i) 100% of the Sales and Use Tax and (ii) Direct Payments.

“S&P” means S&P Global Ratings.

“Sales and Use Tax” means 100% of the sales and use tax revenues received by the Issuer pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code and . the City or Town Option Sales and Use Tax Act Title 59, Chapter 12, Part 21, of the Utah Code.

“Security Instrument” means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term “Security Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a “Security Instrument” for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

“Security Instrument Agreement” means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

“Security Instrument Costs” means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

“Security Instrument Issuer” means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

“Security Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Sinking Fund Account” means the City of South Salt Lake, Utah Sales Tax Revenue Sinking Fund Account of the Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

“Sinking Fund Installment” means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as

specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

“State” means the State of Utah.

“Supplemental Indenture” means any supplemental indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

“Swap Counterparty” means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

“Swap Payments” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

“Swap Receipts” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

“Term Bonds” means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

“Termination Payments” means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

“Trustee” means U.S. Bank Trust Company, National Association, or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

“Utah Code” means Utah Code Annotated 1953, as amended.

“Variable Rate Bonds” means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by the Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the

Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance and delivery or maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder”, and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.
- (b) Words in the singular number include the plural, and words in the plural include the singular.
- (c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.
- (d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.
- (e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate Principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate Principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated “Sales Tax Revenue [Refunding] Bonds, Series _____ [Federally Taxable],” in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the Principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners of \$1,000,000 or more in aggregate Principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States of America designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified in the related Supplemental Indenture, the interest on Bonds so payable and punctually paid and duly provided for on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The Principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Revenues shall be used for no other purpose than to pay the Principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers of the purchase price therefor to the Trustee for the account of the Issuer. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application of said purchase price. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds;

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's City Council approving the execution and delivery of the instruments specified in Section 2.4(c)(i) above and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings;

(iii) A request and authorization of the Issuer to the Trustee to authenticate such Series of Bonds in the aggregate Principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee for account of the Issuer of the sum specified therein;

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and such Series of Bonds and this Indenture has been duly executed and delivered by the Issuer and is a valid, binding and enforceable agreement of the Issuer; (b) this Indenture creates the valid pledge which it purports to create of the Revenues; and (c) the Bonds of such Series are valid and binding obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds;

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith;

(e) Subject to any limitations contained in a Supplemental Indenture, the Issuer may provide a Security Instrument for any Series of Bonds (or may substitute one Security Instrument for another);

(f) The Issuer may provide by Supplemental Indenture for the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith;

(g) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine;

(h) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (I) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondowners for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (II) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent; and

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument; and

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(i) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder. The obligation of the Issuer to pay Swap Payments may be secured with (A) a lien on the Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (B) a subordinate lien on the Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to

act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Principal Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate Principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate Principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the Principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either Principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to

redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 herein, to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective Principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the Principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in Principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate Principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the Principal amount of such minimum

denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the Principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the Principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable out of Revenues on a parity with the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred, unless the following requirements have been met:

- (a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise

complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues, less any Direct Payments, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds; provided, however, that such Revenue coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance) and/or (iii) any other lawful purpose of the Issuer.

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Revenues to secure payment of the Bonds and Repayment Obligations hereunder, the Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinate to that of the Bonds and Repayment Obligations.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Construction Fund. There is hereby created and

ordered established in the custody of the Trustee a separate account within the Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Construction Fund.

Section 3.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.3 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.4 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.5 Creation of Reserve Instrument Fund. There is hereby created and ordered and established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.6 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.7 Creation of Revenue Fund. There is hereby created and ordered established in the custody of the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.8 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any fund.

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing, and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three (3) Business Days (or within such longer period

as is reasonably required to liquidate investments in the Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Construction Fund or to inquire into the purposes for which disbursements are being made from the Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) above shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund to be applied toward the redemption of the Series of Bonds issued to finance such Project or to pay Principal and/or interest next falling due with respect to the Bonds.

(g) The Trustee shall, to the extent there are no other available funds held under the Indenture, use the remaining funds in the Construction Fund to pay Principal and interest on the Bonds at any time in the event of a payment default hereunder.

Section 5.2 Application of Revenues. All Revenues shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(a) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the Issuer shall, at least semi-annually and at least fifteen (15) days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the Issuer need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable. The foregoing provisions may be revised by a Supplemental Indenture for any Series of Bonds having other than semiannual Interest Payment Dates.

(b) As a second charge and lien on the Revenues (on a parity basis), the Issuer shall make the following transfers to the Trustee on or before the fifteenth day prior to each Interest Payment Date:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby, and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein, and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless

otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(ii) hereof) of remaining Revenues if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(i) hereof) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such interest payment period transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

(c) Subject to making the foregoing deposits, the Issuer may use the balance of the Revenues accounted for in the Revenue Fund for any of the following:

- (i) redemption of Bonds;
- (ii) refinancing, refunding, or advance refunding of any Bonds; or
- (iii) for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

- (i) accrued interest received upon the issuance of any Series of Bonds;
- (ii) all moneys payable by the Issuer as specified in **Error! Reference source not found.** hereof;
- (iii) any amount in the Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project or pursuant to Section 5.1(g) hereof;
- (iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to Principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay Principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (i) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding), (ii) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms, and (iii) all fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement, all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the Principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof or (ii) deposited from available Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any bond insurer or other Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to **Error! Reference source not found.** hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in **Error! Reference source not found.** herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide

coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to Bonds for which such Reserve Instrument was obtained.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement. The Issuer may, upon obtaining an approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument and use such amounts for the related Project or to pay Principal on the related Bonds.

Section 5.7 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States

at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.7 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.7.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.7. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.7 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as Build America Bonds.

Section 5.8 Investment of Funds. Any moneys in the Bond Fund, the Construction Fund, the Rebate Fund, the Reserve Instrument Fund and the Debt Service Reserve Fund shall, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.8. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grants the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.9 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.7 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the Principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.10 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder and Reserve Instrument Provider as follows:

- (a) Pursuant to Section 11-14-307(2)(d) of the Act, while any of the Bonds remain outstanding and unpaid, or any Repayment Obligations are outstanding, the ordinance, resolution or other enactment of the Issuer imposing the taxes described in the

definition of Revenues and pursuant to which said taxes are being collected, the obligation of the Issuer to continue to levy, collect, and allocate such taxes, and to apply such Revenues in accordance with the provisions of the authorizing ordinance, resolution or other enactment, shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both Principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or Repayment Obligations which would in any way jeopardize the timely payment of Principal or interest when due. The Issuer covenants to take all actions necessary to continue the Sales and Use Tax included in the Revenues.

(b) The outstanding Bonds to which the Revenues (less Direct Payments) of the Issuer have been pledged as the sole source of payment shall not at any one time exceed an amount for which the Average Aggregate Annual Debt Service Requirement of the Bonds will exceed eighty percent (80%) of the Revenues (less Direct Payments) to be received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the applicable Series of Bonds is adopted.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating to the receipt and disbursements of the Revenues. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements of the Revenues, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

Section 6.2 First Lien Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Revenues and shall not be entitled to any priority one over the other in the application of the Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and

meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in Principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Principal Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds and Direct Payments. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as “tax-exempt Bonds”. Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer's Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds or Build America Bonds issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not take any action that would jeopardize the Direct Payments on Build America Bonds issued under this Indenture, (iii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation, (iv) will not omit to take or cause to be taken, in timely manner, any action, which omission would jeopardize the Direct Payments on Build America Bonds issued under this Indenture, and (v) to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds and the Direct Payments on Build America Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.10 Covenant of State of Utah. In accordance with Section 11-14-307(3), Utah Code Annotated 1953, as amended, the State of Utah hereby pledges and agrees with the Owners of the Bonds and all Reserve Instrument Providers that it will not alter, impair or limit the taxes included in the Revenues in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged herein until the Bonds, together with applicable interest, and all Reserve Instrument Repayment Obligations, are fully met and discharged; provided, however, that nothing

shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Owners of the Bonds.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an “Event of Default”:

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the Principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer’s property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole

or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Event of Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding hereunder; or

(j) the occurrence of any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the Principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder including the right to require the Issuer to make monthly deposits to the Bond Fund in the amounts set forth in Sections **Error! Reference source not found.** through **Error! Reference source not found.**

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the Principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then

to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(b) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of Principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate Principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action,

suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the Principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion, and with the prior written consent of all Security Instrument Issuers at the time providing Security Instruments, waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate Principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of Principal and interest exist, or (b) a majority in aggregate Principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the Principal of any Bonds at the date that a Principal Installment is due or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of Principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver

or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be

genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or 7.1(b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate Principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof

required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or satisfactory indemnity against such risk or liability is not assured to it.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or Principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate Principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee by Registered Owners; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer or if an Event of Default exists by the Registered

Owners of a majority in aggregate Principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners. Every successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than \$50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed and/or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee of Funds; Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for Principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation

hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 8.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. The Trustee shall also make available for inspection by any Registered Owner a copy of said annual accounting (with the names and addresses of Registered Owners receiving payment of debt service on the Bonds deleted therefrom) and shall mail the same if requested in writing to do so by Registered Owners of at least 25% in aggregate Principal amount of Bonds then Outstanding to the designee of said Owners specified in said written request at the address therein designated. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

Section 8.16 Direct Payment Authorization. The Issuer hereby authorizes and directs the Trustee to take all necessary actions to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Issuer under Sections 54AA and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized, including, but not limited to, filing and signing IRS Form 8038-CP, receiving the Direct Payment on the Issuer's behalf, and using such Direct Payment to pay Debt Service on the Bonds. For fixed rate bonds, the Trustee shall file the 8038-CP at least 50 days (but not more than 90 days) before the relevant Interest Payment Date (unless otherwise directed by a change in regulations). For variable rate bonds, the Trustee shall file the 8038-CP for reimbursements in arrears within 25 days after the last Interest Payment Date within the quarterly period for which reimbursement is being requested (unless otherwise directed by a change in regulations). The Issuer hereby covenants that it will deposit the Direct Payments with the Trustee for use in paying Debt Service on the Bonds.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers, or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;
- (b) To cure any ambiguity or formal defect or omission herein;
- (c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;
- (d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;

(e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, Annotated 1953, as amended, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America, or (C) to establish or maintain the Direct Payments related to any Series of Bonds;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project and (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate

Principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the Principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate Principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate Principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the Principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the Principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the Principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to Principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (a) stating the date when the Principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);
- (b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to Article II above; and
- (c) directing the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance

with this Article X and stating the maturity or redemption date upon which moneys are to be available for the payment of the Principal or redemption price, if applicable, on said Bonds as specified in Article II.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay Principal and interest on the Bonds when due and payable.

No such deposit under this Article X shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any tax-exempt Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article VIII hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer

in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail to 220 East Morris Avenue, Suite 200, South Salt Lake, Utah 84115, Attention: City Recorder, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail addressed to it at U.S. Bank Trust Company, National Association, Corporate Trust Department, 170 South Main St., Suite 200, Salt Lake City, Utah 84101, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 11.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the Principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9 Holidays. If any date for the payment of Principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.10 Effective Date. This Indenture shall become effective immediately.

Section 11.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

CITY OF SOUTH SALT LAKE, UTAH, as Issuer

(SEAL)

Mayor

ATTEST:

City Recorder

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By:_____

Title:_____

EXHIBIT A

FORM OF REQUISITION

RE: City of South Salt Lake, Utah [Taxable] Sales Tax Revenue [Refunding] Bonds, Series
_____ in the sum of \$_____

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

You are hereby authorized to disburse from the 20_____ Account of the Construction Fund
with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT: \$_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper
charge against the 20_____ Account of the Construction Fund based upon audited, itemized claims
substantiated in support thereof, and has not been the basis for a previous withdrawal.

DATED: _____

Authorized Representative

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2024

between

CITY OF SOUTH SALT LAKE, UTAH,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

and supplementing

General Indenture of Trust
Dated as of _____ 1, 2024

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of _____ 1, 2024, by and between the City of South Salt Lake, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and U.S. Bank Trust Company, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of _____ 1, 2024 (the “General Indenture”), with the Trustee; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”) authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns, or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Issuer desires to finance all or a portion of the costs of construction a new public works building, land purchases, and related improvements (collectively, the “Series 2024 Project”); and

WHEREAS, to (a) finance the Series 2024 Project, and (b) pay the costs of issuance associated with the issuance of the Series 2024 Bonds herein authorized, the Issuer has determined to issue its Sales Tax Revenue Bonds, Series 2024 in the aggregate principal amount of \$[PAR] (the “Series 2024 Bonds”); and

WHEREAS, based upon the information available to the Issuer, the Series 2024 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2024 Bonds will be issued; and

WHEREAS, the Series 2024 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture of Trust (the “First Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2024 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2024 Bonds, and all Additional Bonds issued and outstanding under the Indenture, the payment of the principal or redemption price thereof and

interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank Trust Company, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This First Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Cede” means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

“Dated Date” means, with respect to the Series 2024 Bonds, _____, 2024.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Interest Payment Date” means, with respect to the Series 2024 Bonds, each January 15 and July 15 commencing [January 15, 2025].

“Issuer” means the City of South Salt Lake, Utah.

“Regular Record Date” means the fifteenth day immediately preceding each Interest Payment Date.

“Series 2024 Bonds” means the Issuer’s \$[PAR] Sales Tax Revenue Bonds, Series 2024 herein authorized.

“Series 2024 Construction Account” means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2024 Bonds shall be deposited as provided herein.

“Series 2024 Cost of Issuance Account” means the account established pursuant to Section 3.2 hereof.

“Series 2024 Debt Service Reserve Requirement” means \$[0].

“Series 2024 Project” means the construction a new public works building, land purchases, and related improvements.

“Underwriter” means _____.

ARTICLE II ISSUANCE OF THE SERIES 2024 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2024 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance all or a portion of the costs of the Series 2024 Project and (ii) pay costs incurred in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be limited to \$[PAR] in aggregate principal amount, shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2024 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Sales Tax Revenue Bonds, Series 2024.”

Section 2.2 Date, Maturities and Interest. The Series 2024 Bonds shall be dated as of the Dated Date, and shall mature on [July 15] in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of

the Trustee, interest on the Series 2024 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

<u>Maturity Date</u> <u>(July 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
--	-------------------------	----------------------

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2024 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2024 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2024 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2024 Bonds.

Section 2.4 Optional Redemption. The Series 2024 Bonds maturing on or prior to [July 15, 20__], are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on or after [July 15, 20__], are subject to redemption at the option of the Issuer on [July 15, 20__], and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.5 [Mandatory Sinking Fund Redemption of Series 2024 Bonds. The Series 2024 Bonds maturing on July 15, 20__, are subject to mandatory sinking fund redemption at a price of 100% of the principal amount thereof plus accrued interest to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund
Redemption Date
(July 15)

Mandatory Sinking Fund
Redemption Amount

*

* Final maturity.

Upon redemption of the Series 2024 Bonds maturing on [July 15, 20__] other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2024 Bonds maturing on [July 15, 20__], in such order of mandatory sinking fund date as shall be directed by the Issuer.

To the extent that a mandatory sinking fund redemption results in the reduction in aggregate Principal amount of the Series 2024 Bonds outstanding, a Registered Owner shall not be required to submit its Series 2024 Bond certificate to the Trustee for payment and shall instead make an appropriate notation on such Series 2024 Bond certificate indicating the date and amounts of such redemption in Principal, except in the case of final maturity, in which case the certificate must be presented to the Trustee prior to payment. The Trustee's records shall govern in the case of discrepancy with the noted schedule on the Series 2024 Bonds, absent manifest error.

Section 2.6 Delivery of Bonds. The Series 2024 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon payment of the purchase price thereof.

Section 2.7 Designation of Registrar. U.S. Bank Trust Company, National Association, 170 South Main Street, 2nd Floor, Salt Lake City, Utah, or Trustee's Principal Corporate Trust Office, is hereby designated as Registrar for the Series 2024 Bonds, which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.8 Designation of Paying Agent. U.S. Bank Trust Company, National Association, 170 South Main Street, 2nd Floor, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Paying Agent for the Series 2024 Bonds, which appointment shall be evidenced by a written acceptance from the Paying Agent.

Section 2.9 Limited Obligation. The Series 2024 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2024 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.10 Book-Entry System.

(b) Except as provided in paragraphs (b) and (c) of this Section 2.10 the Registered Owner of all Series 2024 Bonds shall be, and the Series 2024 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust

Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.10, “DTC”). Payment of the interest on any Series 2024 Bonds shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(c) The Series 2024 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2024 Bonds. Upon initial issuance, the ownership of each such Series 2024 Bonds shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2024 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2024 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2024 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2024 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2024 Bonds for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2024 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2024 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2024 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2024 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.10, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word “Cede” in this First Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.10 and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2024 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2024 Bonds at any time by giving written notice to the Issuer, the

Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2024 Bonds under applicable law.

(i) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2024 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2024 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2024 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2024 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2024 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2024 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2024 Bonds.

(ii) Upon the termination of the services of DTC with respect to the Series 2024 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2024 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2024 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2024 Bonds.

(iii) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2024 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2024 Bonds and all notices with respect to such Series 2024 Bonds shall be made and given, respectively, to DTC.

(iv) In connection with any notice or other communication to be provided to Holders of Series 2024 Bonds registered in the name of Cede pursuant to this First Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice

of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.11 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2024 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III
APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2024 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2024 Bonds in the amount of \$_____ (being the par amount of the Series 2024 Bonds, plus a [net] reoffering premium of \$_____ and less an Underwriter's discount of \$_____)

(a) In the Series 2024 Construction Account within the Construction Fund, the amount of \$_____ to finance the Series 2024 Project; and

(b) The remaining amount to be deposited into the Series 2024 Cost of Issuance Account to pay costs of issuance.

Section 3.2 Creation and Operation of Series 2024 Cost of Issuance Account. A Series 2024 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2024 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2024 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2024 Cost of Issuance Account 60 days after delivery of the Series 2024 Bonds shall be paid to the Issuer.

Section 3.3 Disbursements from Series 2024 Construction Account. Disbursements of moneys in the Series 2024 Construction Account shall be made in accordance with the provisions of Section 5.1 of the General Indenture.

Section 3.4 Series 2024 Debt Service Reserve Account. For purposes of the Series 2024 Bonds, the Debt Service Reserve Requirement shall equal \$[-0-].

Section 3.5 Series 2024 Bonds as Initial Bonds; Delivery to Underwriter. The Series 2024 Bonds are Initial Bonds under the Indenture. It is hereby determined that the Series 2024

Bonds shall be authenticated and delivered to the account of the Underwriter upon compliance with the General Indenture and the Bond Purchase Contract.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE, SALE OF SERIES 2024 BONDS

Section 4.1 Confirmation of General Indenture. As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 4.2 Confirmation of Sale of Series 2024 Bonds. The sale of the Series 2024 Bonds to the Underwriter as described in Section 3.5 herein is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first above written.

CITY OF SOUTH SALT LAKE, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

City Recorder

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

EXHIBIT A

(FORM OF SERIES 2024 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
CITY OF SOUTH SALT LAKE, UTAH
SALES TAX REVENUE BONDS
SERIES 2024**

Number R - \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____%	_____, ____	_____, 2024	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS*****

The City of South Salt Lake, Utah (“Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year commencing _____ (each an “Interest Payment Date”), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of U.S. Bank Trust Company, National Association, 170 South Main Street, 2nd Floor, Salt Lake City, Utah 84101 (“Trustee” and “Paying Agent”) or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the “Record Date”) at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated Sales Tax Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) in the aggregate principal amount of \$_____ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust, dated as of _____ 1, 2024, and a First Supplemental Indenture of Trust dated as of _____ 1, 2024, each by and between the Issuer and the Trustee, (together, the “Indenture”) approved by resolution adopted on May 8, 2024 (the “Bond Resolution”), for the purpose of (i) financing the construction a new public works building, land purchases, and related improvements (collectively, the “Series 2024 Project”), and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated “City of South Salt Lake, Utah Sales Tax Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2024 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2024 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2024 Bonds, the terms upon which the Series 2024 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2024 Bonds and on all Series 2024 Bonds authenticated prior to the first Interest Payment Date, shall accrue from the Dated Date specified above. Interest on the Series 2024 Bonds authenticated on or subsequent to the first Interest Payment Date, shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2024 Bonds shall be in default, interest on the Series 2024 Bonds issued in exchange for Series 2024 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2024 Bonds surrendered.

[The Series 2024 Bonds are subject to optional redemption prior to maturity as provided in the Indenture.]

This Series 2024 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of U.S. Bank Trust Company, National Association (the “Registrar”), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2024 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2024 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2024 Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2024 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Series 2024 Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2024 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2024 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2024 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2024 Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2024 Bond, together with the issue of which it forms a part,

does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2024 Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2024 Bond is one and all bonds issued on a parity with this Series 2024 Bond.

This Series 2024 Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2024 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2024 Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)

Mayor

COUNTERSIGN:

(facsimile or manual signature)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sales Tax Revenue Bonds, Series 2024 of the City of South Salt Lake, Utah.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____ (Minor)

under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Pursuant to Section 3.2 of the First Supplemental Indenture of Trust dated as of _____
1, 2024, you are hereby authorized to pay to the following costs of issuance from the Series 2024
Cost of Issuance Account:

[See Attached Schedule]

AUTHORIZED REPRESENTATIVE,
CITY OF SOUTH SALT LAKE, UTAH

COSTS OF ISSUANCE

Series 2024 Bonds

Payee

Purpose

Amount