CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
May 28, 2024

This meeting may be held electronically
to allow a Councilmember to participate.

3:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS

1 **PRESENTATION - City Hall Chair Sit Test (30 min)**
Presenter: Ryan Clark, Assistant City Manager/Development Services Director and Method Studios

2 **PRESENTATION - 1600 North 400 East Intersection Study Update (45 min)**
Presenter: John Dorny, Transportation Engineer and JUB Engineers

3 **PRESENTATION - 1600 North Widening Project Design Update (30 min)**
Presenter: John Dorny, Transportation Engineer and UDOT

4 **PRESENTATION - Waterwaste, Pretreatment, and Local Limits Code Updates (20 min)**
Presenter: Reed Price, Assistant Public Works Director

5 **PRESENTATION - Municipal Wastewater Planning Program (MWPP) (10 min)**
Presenter: Reed Price, Assistant Public Works Director

6 **PRESENTATION - One Kind Act a Day (20 min)**
Presenter: Jennica Jones, Strategic and Innovations Division Manager, Curtis and Mason Bennett

7 **PRESENTATION - Appointment of Karalee Johnson to NUVAS Board (5 min)**
Presenter: Josh Adams, Police Chief and Karalee Johnson, Police Lieutenant

8 **PRESENTATION - Amended City Council Schedule (5 min)**
Presenter: Teresa McKitrick, City Recorder

1. AGENDA REVIEW & PREVIEW OF UPCOMING AGENDA ITEMS

The City Council will review the items on the agenda.

2. CITY COUNCIL REPORTS (BOARDS & COMMISSIONS, NEW BUSINESS, ETC.)

This is an opportunity for members of the City Council to raise issues of information or concern.

6:00 P.M. REGULAR SESSION - COUNCIL CHAMBERS

3. CALL TO ORDER

4. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION

5. PLEDGE OF ALLEGIANCE: BY INVITATION

6. MAYOR’S REPORT/ITEMS REFERRED BY COUNCIL

6.1 REPORT - Oremfest Preview
Presenter: Karina Eckern, Events Coordinator, Sydney Wong, Events Coordinator, Heather Cox, Management Analysist and Christie Ekins, Oremfest Commission Member

6.2 REPORT - Summer Reading Preview/Invitation
Presenter: Bryce Merrill, Library and Recreation Director, Jaime Barlett, Library Division Manager and Meghan Flinders-Peay, Associate Librarian

6.3 RECOGNITION - Best in State
Presenter: Keri Rugg, Management Services Director

6.4 PRESENTATION - Kindness Awards
Presenter: Neighborhood Advisory Commission

6.5 INTRODUCTION - New Miss Orem Royalty
Presenter: Donna Millard, Miss Orem President

7. PERSONAL APPEARANCES – 15 MINUTES

Time has been set aside for the public to express their ideas, concerns, and comments on items not scheduled as public hearings on the Agenda. Those wishing to speak are encouraged to show respect for those who serve the city. Comments should focus on issues concerning the city. Those wishing to speak should have signed in before the beginning of the meeting. (Please limit your comments to 3 minutes or less.)

8. CONSENT ITEMS

8.1 APPROVAL OF MEETING MINUTES
May 7, 2024 (Special Meeting) and May 14, 2024

8.2 APPROVAL - Updated City Council Schedule for 2024

8.3 RESOLUTION - Appointment of Karalee Johnson to the North Utah Valley Animal Shelter (NUVAS)

8.4 ORDINANCE - Re-approval of three Boundary Adjustments with Provo City

9. SCHEDULED ITEMS

9.1 ORDINANCE - Notice Requirement Updates
Presenter: Jon Ditto, Assistant City Attorney

9.2 RESOLUTION - Tier 2 Pick Up for Public Safety
Presenter: Keri Rugg, Management Services Director and Jon Ditto Assistant City Attorney

9.3 PUBLIC HEARING - RESOLUTION - Community Development Block Grant

(CDBG)
Presenter: Heather Cox, Management Analyst; Ken Ransom, CDBG Advisory Commission and Debby Lauret, MAG

9.4 ORDINANCE - CARE Tax Allocation for Fiscal Year 2024-2025
Presenter: Brandon C. Nelson, CPA - Finance Director

9.5 PUBLIC HEARING - BOND RESOLUTION - Authorizing Sale of Bonds
Presenter: Steve Earl, City Attorney

10. CITY MANAGER INFORMATION ITEMS

This is an opportunity for the City Manager to provide information to the City Council. These items are for information and do not require action by the City Council.

11. ADJOURN TO CLOSED SESSION IN ROOM 107

To discuss pending or reasonably imminent litigation; the character or professional competence of an individual; or the purchase or lease of real property.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.
If you need a special accommodation to participate in the City Council Meetings and Study Sessions, please call the City Recorder's Office at least 3 working days prior to the meeting.
(Voice 801-229-7000)

This agenda is also available on the City's webpage at orem.org

CITY OF OREM
CITY COUNCIL MEETING
MAY 28, 2024

REQUEST:	APPROVAL OF MEETING MINUTES
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

CITY OF OREM

CITY COUNCIL MEETING

MAY 28, 2024

REQUEST:	APPROVAL - Updated City Council Schedule for 2024
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

City Council Meetings for 2024

City Council dates:	Other important dates and information
January 3, 2024	New Councilmembers Swear In
January 5-6, 2024	City Council Retreat
January 9, 2024	
January 23, 2024	
February 13, 2024	
February 27, 2024	
	March 5 Presidential Primary or Caucus
March 12, 2024	
March 27, 2024	Work Session Only
	April 1-5th: ASD Spring Break
April 9, 2024	
	April 17th – 19th : ULCT Mid-Year Conference
April 23, 2024	
May 14, 2024	
May 28, 2024	
	June 3rd – 8th: Oremfest
June 18, 2024	
	June 25 Primary Election Day
July 9, 2024	
August 13, 2024	
August 27, 2024	
	September 4-6th ULCT Fall Conference
~~September 10, 2024~~	CANCELED
September 17, 2024	
	September 21st-25th ICMA Conference
October 8, 2024	
	October 17th – 21st: ASD Fall Break
October 22, 2024	
	November 5th – General Election Day
November 12, 2024	
December 10, 2024	

CITY OF OREM

CITY COUNCIL MEETING

MAY 28, 2024

REQUEST:	RESOLUTION - Appointment of Karalee Johnson to the North Utah Valley Animal Shelter (NUVAS)
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

RESOLUTION NO. ____________________

A RESOLUTION OF THE OREM CITY COUNCIL APPOINTING KARALEE JOHNSON AS THE CITY'S REPRESENTATIVE TO THE NORTH UTAH VALLEY ANIMAL SHELTER (NUVAS) BOARD OF DIRECTORS

WHEREAS the City has the right to appoint a member of the North Utah Valley Animal Shelter Board of Directors; and

WHEREAS the City Council desires to appoint Karalee Johnson as the City's member of the North Utah Valley Animal Shelter Board of Directors; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City Council hereby appoints Karalee Johnson to serve as the City's member of the North Utah Valley Animal Shelter Board of Directors.

2. This resolution shall become effective immediately upon passage.

PASSED and APPROVED this 14th day of May 2024.

____
David A. Young, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

COUNCIL MEMBER		AYE	NAY	ABSTAIN
Mayor David A. Young		☐	☐	☐
Chris Killpack		☐	☐	☐
David Spencer		☐	☐	☐
Jeff Lambson		☐	☐	☐
Jenn Gale	☐	☐	☐	
LaNae Millett		☐	☐	☐
Tom Macdonald		☐	☐	☐

	CITY OF OREM **CITY COUNCIL MEETING** MAY 28, 2024
REQUEST:	ORDINANCE - Re-approval of three Boundary Adjustments with Provo City
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

TO:

UTAH LIEUTENANT GOVERNOR'S OFFICE
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

NOTICE OF IMPENDING BOUNDARY ACTION

1030 East 1630 South (Orem Address) Boundary Line Adjustment between the City of Orem and Provo City

Please take notice of the 1030 East 1630 South (Orem address) Boundary Line Adjustment between the City of Orem and Provo City. The Boundary Line Adjustment was approved by Ordinance No.2024-0014, and was adopted on the 28th day of May, 2024, by the City of Orem Municipal Council, as per§ 10-2-407(6), UCA. As required by§ 67-1a-6.5(3)(e)(i), UCA, we certify that the City of Orem has met all requirements for approval of the boundary action. Accordingly, we request the Lieutenant Governor to issue a certificate of boundary adjustment, as per§ 10-2-425, UCA.

In accordance with UCA 10-2-425(4)(b), the effective date of the boundary adjustment shall be the date of the lieutenant governor's issuance of the certificate of boundary adjustment.

CITY OF OREM MUNICIPAL COUNCIL:

____

ATTEST:

David A Young, Mayor

____

Teresa McKitrick, City Recorder

ORDINANCE NO. _O-2024-0014_____

AN ORDINANCE BY THE OREM CITY COUNCIL ADJUSTING A COMMON BOUNDARY BETWEEN THE CITY OF OREM AND PROVO CITY LOCATED NEAR THE INTERSECTION OF 1030 EAST AND 1630 SOUTH (OREM ADDRESS)

WHEREAS, Utah Code Annotated §10-2-419 allows the legislative bodies of two cities to adjust a common boundary between the cities; and

WHEREAS, it has been proposed that the City of Orem and Provo City agree on a boundary between them as shown in the attached Exhibit A that was previously disputed by Utah County; and

WHEREAS, the proposed boundary would consist of transferring no property to either city; and

WHEREAS, the Orem City Council passed a resolution indicating its intent to adjust a common boundary between the City of Orem and Provo City at a duly noticed public meeting on November 14, 2023; and

WHEREAS, more than 60 days have now passed since the Orem City Council adopted the resolution indicating its intent to adjust a common boundary with Provo City; and

WHEREAS, the Orem City Council considered this matter at a duly noticed public hearing on January 23, 2024; and

WHEREAS, the City of Orem provided notice of the public hearing to consider adjusting the common boundary with Provo City as required by Utah Code Section 10-2-419(3); and

WHEREAS, the Orem City Council did not receive any written protests to the boundary adjustment; and

WHEREAS, the Orem City Council passed Ordinance 2024-0004 on January 23, 2024; and

WHEREAS, all the materials (including Ordinance 2024-0004) from Orem and Provo necessary for the Lieutenant Governor to issue a certificate of boundary adjustment were not delivered to the Lieutenant Governor within 60 days pursuant to Utah Code Section 10-2-425; and

WHEREAS, it is necessary to again enact an ordinance adjusting the common boundary between the City of Orem and Provo City so that it can be submitted to the Lieutenant Governor pursuant to Utah Code Section 10-2-425; and

WHEREAS the Orem City Council having considered the matter at a public hearing and finding that the adjustment of a common boundary with Provo City as described herein is in the best interest of the City of Orem.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City Council of the City of Orem hereby adjusts the common boundary between the City of Orem and Provo City as shown in Exhibit A.
2. The Mayor and/or the City Manager are hereby authorized to take all steps and to sign any documents necessary to finalize this boundary adjustment.
3. All acts, orders, resolutions and ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.
4. If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.
5. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

PASSED and APPROVED this 28th day of May, 2024.

____

David A. Young, Mayor

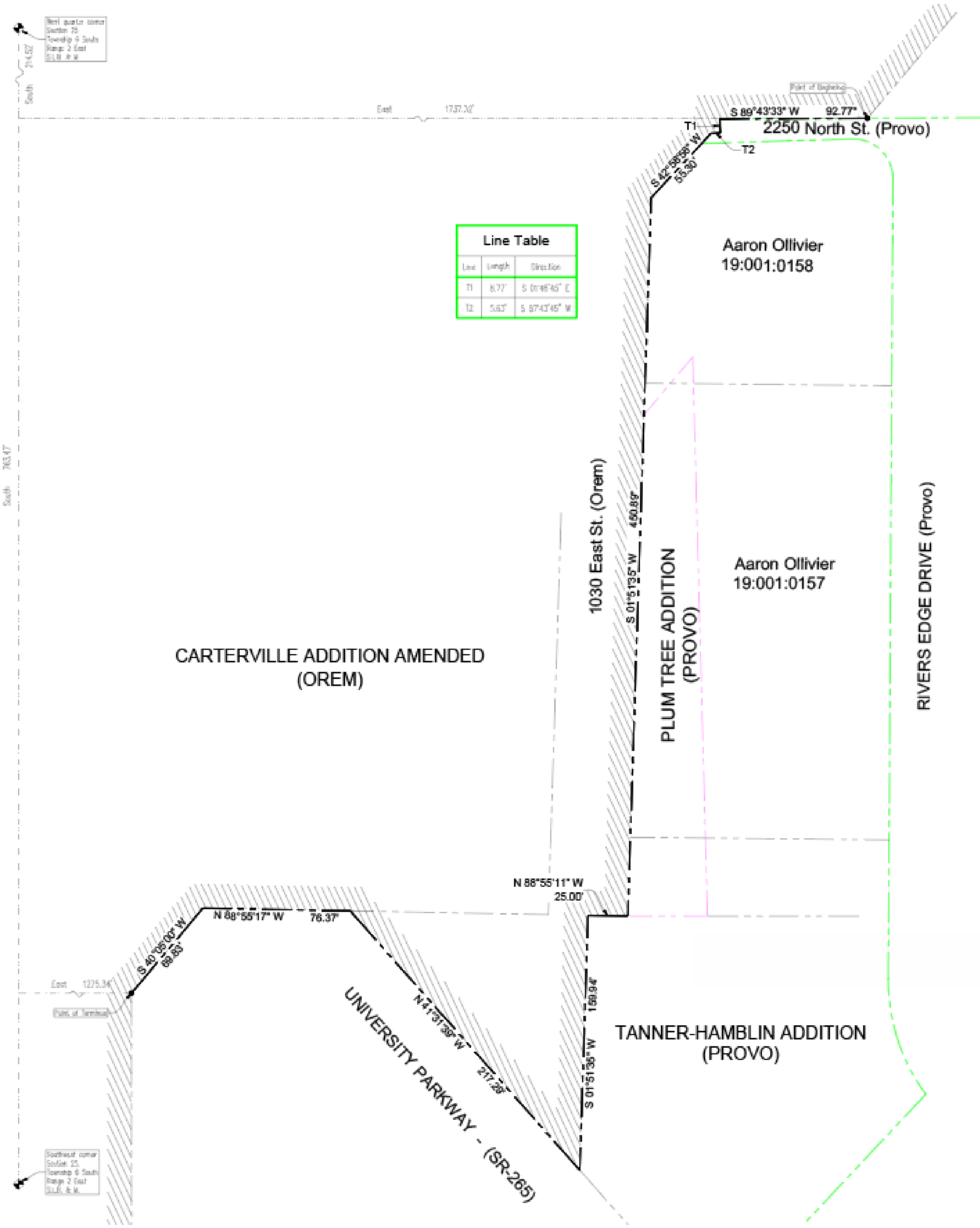
ATTEST:

____

Teresa McKitrick, City Recorder

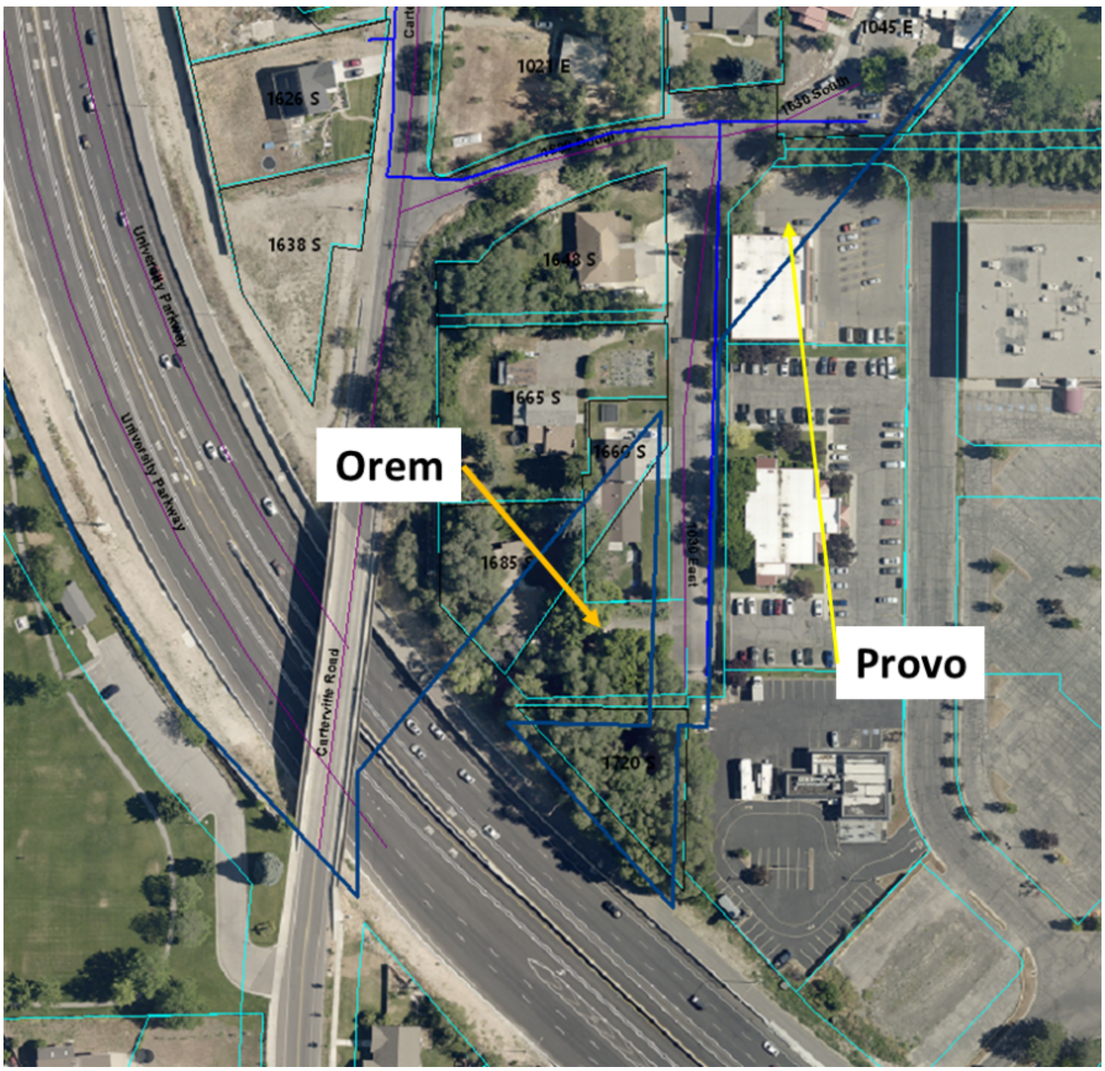
COUNCILMEMBER	YES	NO	ABSTAIN
David A. Young	□	□	□
Jeff Lambson	□	□	□
Jenn Gale	□	□	□
Tom Macdonald	□	□	□
LaNae Millett	□	□	□
Chris Killpack	□	□	□
David Spencer	□	□	□

Exhibit A


S 89°43'33" W
92.77'
2250 North St. (Provo)
T1
T2
S 42°56'56" W
55.30'
Line Table
Line | Length | Direction
T1 | 8.77' | S 01°48'45" E
T2 | 5.63' | S 87°43'45" W
Aaron Ollivier
19:001:0158
Aaron Ollivier
19:001:0157
1030 East St. (Orem)
450.89'
S 01°51'35" W
PLUM TREE ADDITION
(PROVO)
RIVERS EDGE DRIVE (Provo)
CARTERVILLE ADDITION AMENDED
(OREM)
N 88°55'11" W
25.00'
S 40°05'00" W
69.83'
N 88°55'17" W
76.37'
N 41°31'39" W
217.28'
UNIVERSITY PARKWAY - (SR-265)
159.94'
S 01°51'35" W
TANNER-HAMBLIN ADDITION
(PROVO)

Boundary Description

Commencing at the intersection of the Tannery–Hamblin addition and Rivers Edge on University Subdivision Plat, said point being located South 214.52 feet and East 1737.32 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence along Rivers Edge on University Subdivision the following three (3) courses: South 89°43’33” West 92.77 feet, South 01°46’45” East 8.77 feet, South 87°43’45” West 5.63 feet; thence South 42°58’56” West 55.30 feet; thence South 01°51’35” West partially along Plum Tree Addition and extension thereof 450.89 feet more or less to the Tanner–Hamblin Addition; thence North 88°55’11” West along Tanner–Hamblin Addition 25.00 feet; thence South 01°51’35” West 159.94 feet to the easterly boundary line of University Parkway; thence North 41°31’39” West along University Parkway 217.29 feet more or less to the Tanner–Hamblin Addition; thence North 88°55’17” West along said Tanner–Hamblin Addition 76.37 feet more or less to the Carterville Addition to Orem, Amended; thence South 40°05’00” West along said Tanner–Hamblin Addition 69.83 feet more or less to the point of terminus.



ORDINANCE NO. O-2024-0012

AN ORDINANCE BY THE OREM CITY COUNCIL ADJUSTING A COMMON BOUNDARY BETWEEN THE CITY OF OREM AND PROVO CITY TO PLACE APPROXIMATELY 3.18 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 700 NORTH 1550 EAST (OREM ADDRESS) ENTIRELY WITHIN PROVO CITY

WHEREAS, Utah Code Annotated §10-2-419 allows the legislative bodies of two cities to adjust a common boundary between the cities; and

WHEREAS, it has been proposed that Orem and Provo adjust their common boundary to transfer approximately 3.18 acres from the City of Orem jurisdiction to Provo City jurisdiction at approximately 700 North 1550 East in Orem as shown in the attached Exhibit A; and

WHEREAS, the Orem City Council passed a resolution indicating its intent to adjust a common boundary between the City of Orem and Provo City regarding the 3.18 acres referred to herein at a duly noticed public meeting on November 14, 2023; and

WHEREAS, more than 60 days have now passed since the City Council adopted the resolution indicating its intent to adjust a common boundary with Provo City; and

WHEREAS, the Orem City Council considered this matter at a duly noticed public hearing on January 23, 2024; and

WHEREAS, the City of Orem provided notice of the public hearing to consider adjusting the common boundary with Provo City as required by Utah Code Section 10-2-419(3); and

WHEREAS, the Orem City Council has not received any written protests to the boundary adjustment; and

WHEREAS, the Orem City Council passed Ordinance 2024-0002 on January 23, 2024; and

WHEREAS, all the materials (including Ordinance 2024-0002) from Orem and Provo necessary for the Lieutenant Governor to issue a certificate of boundary adjustment were not delivered to the Lieutenant Governor within 60 days pursuant to Utah Code Section 10-2-425; and

WHEREAS, it is necessary to again enact an ordinance adjusting the common boundary between the City of Orem and Provo City so that it can be submitted to the Lieutenant Governor pursuant to Utah Code Section 10-2-425; and~~WHEREAS the City provided notice of the public hearing to consider adjusting the common boundary with Provo as required by Utah Code Section 10-2-419(3); and~~

~~WHEREAS the City has not received any written protests to the boundary adjustment; and~~

WHEREAS the City Council having considered the matter at a public hearing and finding that the adjustment of a common boundary with Provo City as described herein is in the best interest of the City of Orem.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City Council of the City of Orem hereby adjusts the common boundary between the City of Orem and Provo City as shown in Exhibit A.
2. The Mayor and/or the City Manager are hereby authorized to take all steps and to sign any documents necessary to finalize this boundary adjustment.
3. All acts, orders, resolutions and ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.
4. If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.
5. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

PASSED and APPROVED this 28th ~~23rd~~ day of May~~January~~, 2024.

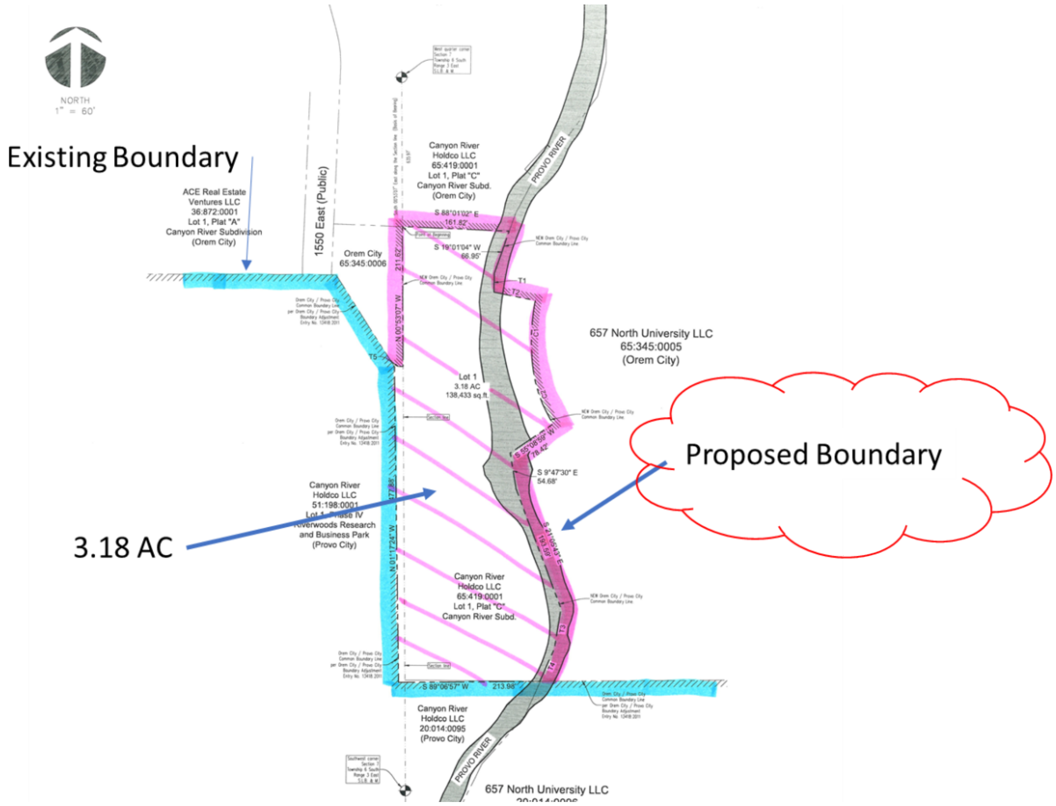
____
David A. Young, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

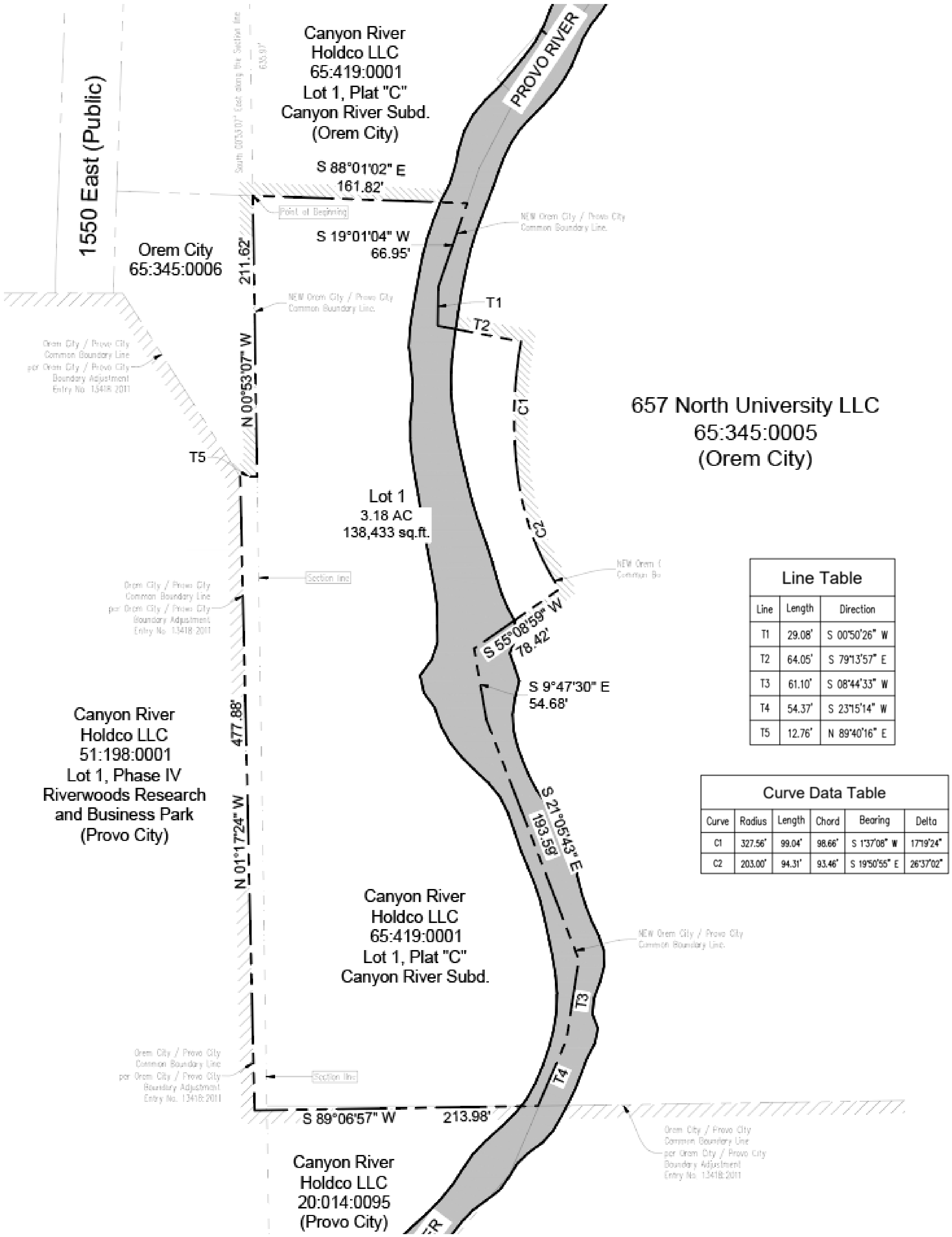
COUNCILMEMBER	YES	NO	ABSTAIN
David A. Young	□	□	□
Jeff Lambson	□	□	□
Jenn Gale	□	□	□
Tom Macdonald	□	□	□
LaNae Millett	□	□	□
Chris Killpack	□	□	□
David Spencer	□	□	□

Exhibit A



NORTH
1" = 60'
Existing Boundary
ACE Real Estate Ventures LLC
36:872:0001
Lot 1, Plat "A"
Canyon River Subdivision
(Orem City)
1550 East (Public)
Canyon River Holdco LLC
65:419:0001
Lot 1, Plat "C"
Canyon River Subd.
(Orem City)
PROVO RIVER
S 88°01'02" E
161.82'
S 19°01'04" W
66.95'
Orem City
65:345:0006
657 North University LLC
65:345:0005
(Orem City)
Lot 1
3.18 AC
138,433 sq.ft.
Proposed Boundary
S 9°47'30" E
54.68'
Canyon River Holdco LLC
51:198:0001
and Business Park
(Provo City)
3.18 AC
Canyon River Holdco LLC
65:419:0001
Lot 1, Plat "C"
Canyon River Subd.
S 88°06'57" W
213.98'
Canyon River Holdco LLC
20:014:0095
(Provo City)
657 North University LLC

1550 East
US Highway 189



Line Table

Line	Length	Direction
T1	29.08'	S 00°50'26" W
T2	64.05'	S 79°13'57" E
T3	61.10'	S 08°44'33" W
T4	54.37'	S 23°15'14" W
T5	12.76'	N 89°40'16" E

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C1	327.56'	99.04'	98.66'	S 1°37'08" W	17°19'24"
C2	203.00'	94.31'	93.46'	S 19°50'55" E	26°37'02"

New Boundary Line Description

Commencing on a common boundary point between Orem City and Provo City, said point being located South 00°53'07" East along the Section line 846.75 feet and West 12.76 feet from the West quarter corner of Section 7, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°40'16" East 12.76 feet; thence North 00°53'07" West 211.62 feet; thence South 88°01'02" East 161.82 feet; thence South 19°01'04" West 66.95 feet; thence South 00°50'26" West 29.08 feet; thence South 79°13'57" East 64.05 feet; thence along the arc of a 327.56 foot radius curve to the left 99.04 feet (chord bears South 01°37'08" West 98.66 feet); thence along the arc of a 203.00 foot curve to the left 94.31 feet (chord bears South 19°50'55" East 93.46 feet); thence South 55°08'59" West 78.42 feet; thence South 09°47'30" East 54.68 feet; thence South 21°05'43" East 193.59 feet; thence South 08°44'33" West 61.10 feet; thence South 23°15'14" West 54.37 feet more or less to the Orem City / Provo City common boundary line as shown on the Orem City / Provo City Common Boundary Adjustment as Entry No. 13418:2011, said point being located South 00°53'07" East along said Section line 1321.34 feet and East 204.61 feet from the West quarter corner of said Section 7.

Property to be transferred to Provo City

Commencing on a common boundary point between Orem City and Provo City, said point being located South 00°53'07" East along the Section line 635.97 feet from the West quarter corner of Section 7, Township 6 South, Range 3 East, Salt Lake Base and Meridian: thence South 88°01'02" East 161.82 feet; thence South 19°01'04" West 66.95 feet; thence South 00°50'26" West 29.08 feet; thence South 79°13'57" East 64.05 feet; thence along the arc of a 327.56 foot radius curve to the left 99.04 feet (chord bears South 01°37'08" West 98.66 feet); thence along the arc of a 203.00 foot radius curve to the left 94.31 feet (chord bears South 19°50'55" East 93.46 feet); thence South 55°08'59" West 78.42 feet; thence South 09°47'30" East 54.68 feet; thence South 21°05'43" East 193.59 feet; thence South 08°44'33" West 61.10 feet; thence South 23°15'14" West 54.37 feet more or less to the Orem City / Provo City common boundary line as shown on the Orem City / Provo City Common Boundary Adjustment as Entry No. 13418:2011, thence South 89°06'57" West along said boundary line 213.98 feet; thence North 01°17'24" West along said boundary line 477.88 feet ; thence North 89°40'16" East 12.76 feet; thence North 00°53'07" West 211.62 feet more or less to the point of beginning.

Area = 138,433 sq.ft. or 3.18 Acres

TO:

UTAH LIEUTENANT GOVERNOR'S OFFICE
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

NOTICE OF IMPENDING BOUNDARY ACTION

2000 South Columbia Lane (Orem Address) Boundary Line Adjustment between the City of Orem and Provo City

Please take notice of the 2000 South Columbia Lane (Orem address) Boundary Line Adjustment between the City of Orem and Provo City. The Boundary Line Adjustment was approved by Ordinance No.2024-0013, and was adopted on the 28th day of May, 2024, by the City of Orem Municipal Council, as per§ 10-2-407(6), UCA. As required by§ 67-1a-6.5(3)(e)(i), UCA, we certify that the City of Orem has met all requirements for approval of the boundary action. Accordingly, we request the Lieutenant Governor to issue a certificate of boundary adjustment, as per§ 10-2-425, UCA.

In accordance with UCA 10-2-425(4)(b), the effective date of the boundary adjustment shall be the date of the lieutenant governor's issuance of the certificate of boundary adjustment.

CITY OF OREM MUNICIPAL COUNCIL:

____

ATTEST:

David A Young, Mayor

____

Teresa McKitrick, City Recorder

TO:

UTAH LIEUTENANT GOVERNOR'S OFFICE
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

NOTICE OF IMPENDING BOUNDARY ACTION

700 North 1550 East (Orem Address) Boundary Line Adjustment between the City of Orem and Provo City

Please take notice of the 700 North 1550 (Orem address) Boundary Line Adjustment between the City of Orem and Provo City. The Boundary Line Adjustment was approved by Ordinance No.2024-0012, and was adopted on the 28th day of May, 2024, by the City of Orem Municipal Council, as per§ 10-2-407(6), UCA. As required by§ 67-1a-6.5(3)(e)(i), UCA, we certify that the City of Orem has met all requirements for approval of the boundary action. Accordingly, we request the Lieutenant Governor to issue a certificate of boundary adjustment, as per§ 10-2-425, UCA.

In accordance with UCA 10-2-425(4)(b), the effective date of the boundary adjustment shall be the date of the lieutenant governor's issuance of the certificate of boundary adjustment.

CITY OF OREM MUNICIPAL COUNCIL:

____

ATTEST:

David A Young, Mayor

____

Teresa McKitrick, City Recorder

ORDINANCE NO. _O-2024-0013______

AN ORDINANCE BY THE OREM CITY COUNCIL ADJUSTING A COMMON BOUNDARY BETWEEN THE CITY OF OREM AND PROVO CITY TO PLACE APPROXIMATELY 77,410 SQUARE FEET OF PROPERTY LOCATED AT APPROXIMATELY 2000 SOUTH AND COLUMBIA LANE (OREM ADDRESS) ENTIRELY WITHIN THE CITY OF OREM

WHEREAS, Utah Code Annotated §10-2-419 allows the legislative bodies of two cities to adjust a common boundary between the cities; and

WHEREAS, it has been proposed that Orem and Provo adjust their common boundary to transfer approximately 77,410 square feet from Provo City jurisdiction to the City of Orem jurisdiction along 2000 South in Orem as shown in the attached Exhibit A; and

WHEREAS, the Orem City Council passed a resolution indicating its intent to adjust a common boundary between the City of Orem and Provo City regarding the 77,470 square feet referred to herein at a duly noticed public meeting on November 14, 2023; and

WHEREAS, more than 60 days have now passed since the City Council adopted the resolution indicating its intent to adjust a common boundary with Provo City; and

WHEREAS, the Orem City Council considered this matter at a duly noticed public hearing on January 23, 2024; and

WHEREAS, the City of Orem provided notice of the public hearing to consider adjusting the common boundary with Provo City as required by Utah Code Section 10-2-419(3); and

WHEREAS, the Orem City Council has not received any written protests to the boundary adjustment; and

WHEREAS, the Orem City Council passed Ordinance 2024-0003 on January 23, 2024; and

WHEREAS, all the materials (including Ordinance 2024-0003) from Orem and Provo necessary for the Lieutenant Governor to issue a certificate of boundary adjustment were not delivered to the Lieutenant Governor within 60 days pursuant to Utah Code Section 10-2-425; and

WHEREAS, it is necessary to again enact an ordinance adjusting the common boundary between the City of Orem and Provo City so that it can be submitted to the Lieutenant Governor pursuant to Utah Code Section 10-2-425; and

WHEREAS the City Council having considered the matter at a public hearing and finding that the adjustment of a common boundary with Provo City as described herein is in the best interest of the City of Orem.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City Council of the City of Orem hereby adjusts the common boundary between the City of Orem and Provo City as shown in Exhibit A.
2. The Mayor and/or the City Manager are hereby authorized to take all steps and to sign any documents necessary to finalize this boundary adjustment.
3. All acts, orders, resolutions and ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.
4. If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.
5. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

PASSED and APPROVED this 28th day of May, 2024.

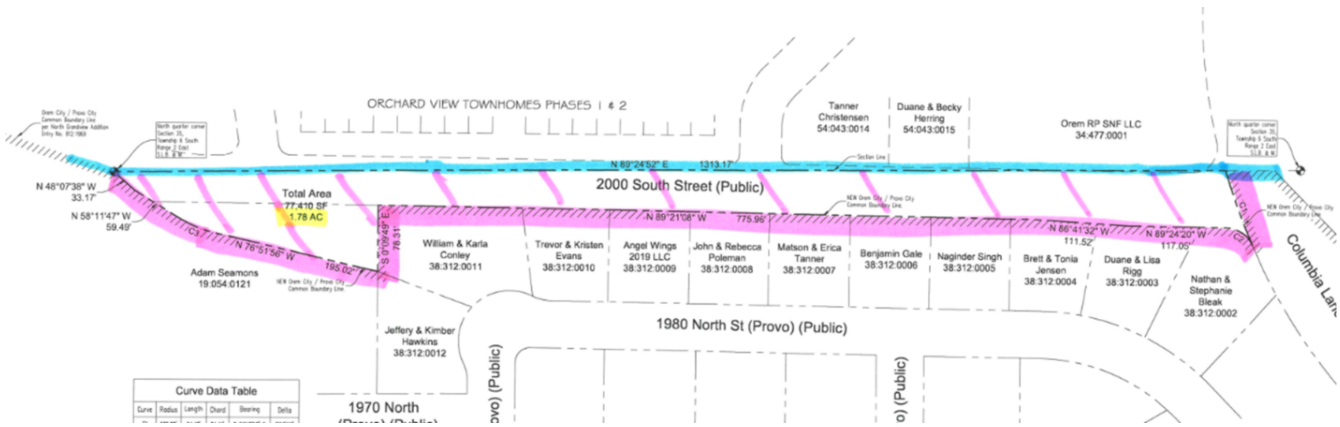
____
David A. Young, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

COUNCILMEMBER	YES	NO	ABSTAIN
David A. Young	□	□	□
Jeff Lambson	□	□	□
Jenn Gale	□	□	□
Tom Macdonald	□	□	□
LaNae Millett	□	□	□
Chris Killpack	□	□	□
David Spencer	□	□	□

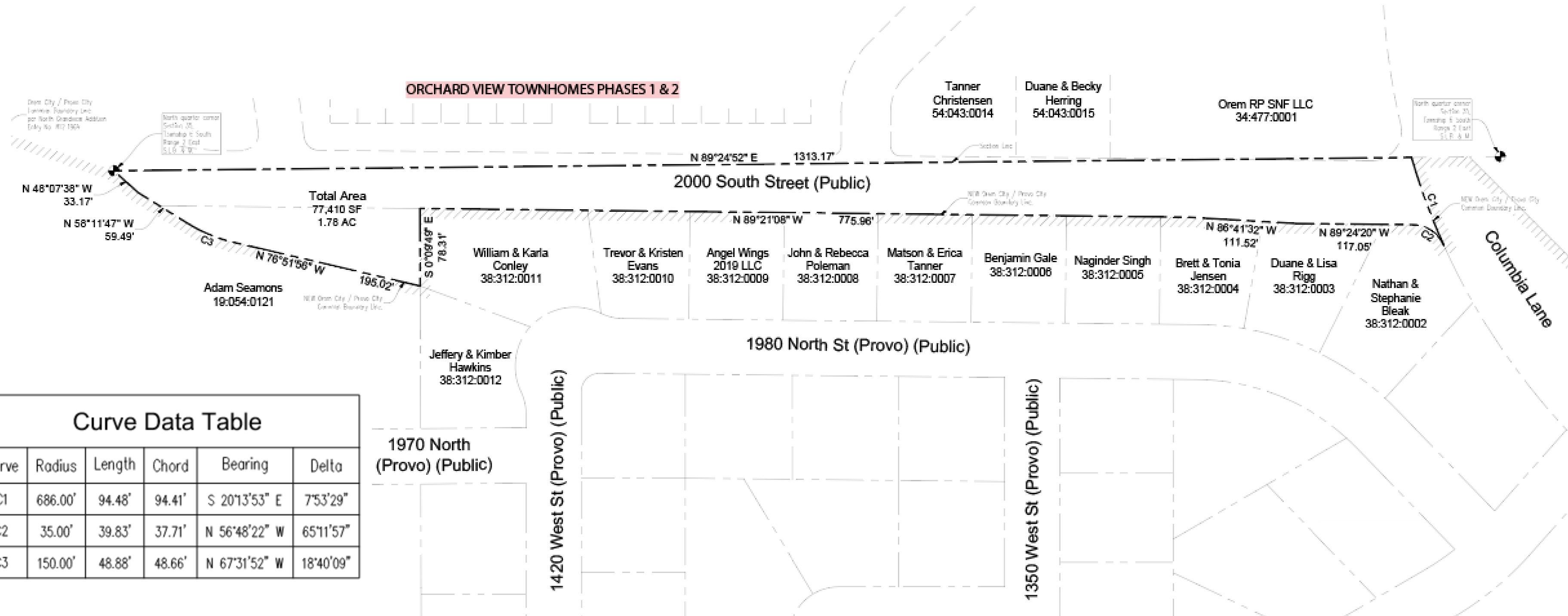
Exhibit A



Boundary Description

Commencing on a common boundary point between Orem City and Provo City, said point being the North quarter corner of Section 35, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 48°07'38"East 33.17 feet; thence South 58°11'47"East 59.49 feet; thence along the arc of a 150.00 foot radius curve to the left 48.88 feet (chord bears S 67°31'52"East 48.66 feet); thence South 76°51'56"East 195.02 feet; thence North 00°09'49"West 78.31 feet to the southerly boundary of 2000 South Street (Orem); thence along said 2000 South Street the following four (4) courses: South 89°21'08"East 775.96 feet, South 86°41'32"East 111.52 feet, South 89°24'20"East 117.05 feet, along the arc of a 35.00 foot radius curve to the right 39.83 feet (chord bears South 56°48'22"East 37.71 feet) more or less to Columbia Lane; thence along said Columbia lane along the arc of a 686.00 foot radius curve 94.48 feet (chord bears North 20°13'53"West 94.41 feet to a point on the North Grandview Addition, said point being located North 89°24'52"East along said Section line 1313.17 feet from the North quarter corner of said Section 35; thence South 89°24'52"West along North Grandview Addition and said Section line 1313.17 feet to the point of beginning.

Area = 77,410 sq.ft. or 1.78 Acres



Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C1	686.00'	94.48'	94.41'	S 20°13'53" E	7°53'29"
C2	35.00'	39.83'	37.71'	N 56°48'22" W	65°11'57"
C3	150.00'	48.88'	48.66'	N 67°31'52" W	18°40'09"

CITY OF OREM
CITY COUNCIL MEETING
MAY 28, 2024

REQUEST:	ORDINANCE - Notice Requirement Updates
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

Exhibit A

CITY COUNCIL MEETING

POLICIES AND PROCEDURES

…

4.7 Electronic Meetings: The City Council may conduct electronic meetings where one or more of its members participate by means of a telephonic or telecommunications conference pursuant to Section 52-4-207 of the Utah Code. If the Mayor determines in writing that the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location, all requirements related to anchor locations listed below shall be waived and the City Council may conduct an electronic meeting without an anchor location pursuant to state law and subsection 4.7(K).

A. Members so participating shall be considered present at the meeting for all purposes, and shall be afforded every opportunity to participate in the discussion of the items on the agenda and cast their vote on issues coming to the Council for a vote.

B. The anchor location as described in State law shall be the Orem City Council Chambers or the Council Conference room located in the City Center at 56 N. State Street in Orem.

C. Public notice of the electronic meeting shall be given pursuant to Section 52-4-207 of the Utah Code by:

1. Posting written notice at the anchor location;
2. Posting notice on the Utah Public Notice Website; and
3. ~~Providing written or electronic notice to (a) at least one newspaper of general circulation within the state; or (b) a local media correspondent.~~ Posting notice on the official website for the City.

City of Orem Resolution No.___________________

A RESOLUTION AMENDING THE CITY COUNCIL MEETING POLICIES AND PROCEDURES

WHEREAS U.C.A. § 10-3-606 requires city councils to adopt rules of order and procedure governing the conduct of city council meetings; and

WHEREAS the Orem City Council periodically reviews its City Council Meeting Policies and Procedures to comply with State law and to consider amendments that help facilitate efficient and fair public meetings; and

WHEREAS the noticing provision in § 4.7 of the City Council Meeting Policies and Procedures needs to be updated to comply with State law as outlined in the proposed amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City hereby adopts the proposed amendments to the City Council Meeting Policies and Procedures that are attached hereto as "Exhibit A" and incorporated herein by reference.
2. This resolution shall take effect immediately upon passage.
3. All resolutions and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED AND APPROVED this _______ day of May, 2024.

City of Orem
By:

____
David Young, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

COUNCIL MEMBERS VOTING "AYE" COUNCIL MEMBERS VOTING "NAY"

City of Orem Ordinance No.___________________

AN ORDINANCE AMENDING NOTICING REQUIREMENTS IN THE OREM CITY CODE

WHEREAS certain noticing requirements in the City Code are out of compliance with State law; and

WHEREAS it is necessary for the City to amend the City Code to conform with State law relating to noticing requirements; and

WHEREAS it is in the best interest of the City to adopt the proposed amendments to the City Code by ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City hereby adopts the proposed amendments to the Orem City Code that are attached hereto as “Exhibit A” and incorporated herein by reference.
2. If any parts of these ordinance amendments shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
3. This resolution shall take effect immediately upon passage.
4. All other ordinances, resolutions, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED AND APPROVED this _______ day of May, 2024.

City of Orem
By:

____
David Young, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

COUNCIL MEMBERS VOTING “AYE”	COUNCIL MEMBERS VOTING “NAY”

Exhibit A

2-4-2. Public Notice of Meetings.

A. The City Council shall give public notice at least once each year of its annual meeting schedule. The public notice shall specify the date, time and place of the meetings.

(Ord. No. 661, Revised, 04/10/1990)

B. In addition to the notice requirements of subsection A of this section, the City Council shall give not less than 24 hours' public notice of the agenda, date, time and place of each of its meetings.

(Ord. No. 661, Revised, 04/10/1990)

C. For purposes of this section, "public notice" shall be satisfied by:

1. Posting written notice at the principal office of the City Council, or if no such office exists, at the building where the meeting is to be held; ~~and~~
2. ~~Providing notice to at least one newspaper of general circulation within the geographic jurisdiction of the City, or to a local media correspondent.~~Publishing the notice on the Utah Public Notice Website; and

~~2.~~3. Publishing the notice on the official website for the City.

(Ord. No. 661, Revised, 04/10/1990)

D. When because of unforeseen circumstances it is necessary to hold an emergency meeting to consider matters of an emergency or an urgent nature, the notice requirements of this section may be disregarded and the best notice practicable given.

(Ord. No. 661, Revised, 04/10/1990)

E. In addition to the notices set forth above, the City shall give such additional notices as may be required by State law and/or City ordinance for the particular type of action being considered.

(Ord. No. 661, Revised, 04/10/1990)

2-7-4. Bid Processes.

Except as provided in Section 2-7-9, bids shall be accepted and awarded by the City Manager pursuant to one of the bid processes outlined in this Section. Section 2-7-5 establishes when each of the bid processes described in this Section may be used. The City shall substantially comply with the following guidelines for the specific bid process used:

A. **Competitive Sealed Bidding.**

1. Description. Competitive sealed bidding is a procedure in which vendors or contractors are invited to submit formal bids to provide a designated product or to complete a designated project in accordance with specifications provided by the City
2. Appropriateness. Competitive sealed bidding is generally appropriate for all types of procurements. When contractor quality is a prime concern in awarding a project bid, the City may pre-qualify bidders according to a policy established by the City Manager.
3. Notice inviting bids issued. The City shall provide notice of its invitation for bids.
   a. Notice includes a general description of the articles to be purchased or the work to be performed, the location where bid blanks and specifications may be secured, and the time and place for opening bids.
   b. The notice inviting bids shall be published at least seven (7) days before the day of the deadline for submission of a solicitation response:

      ~~(i) Published in a newspaper of general circulation in the City at least ten (10) days before the date of the opening of the bids or published with an outside sources entity whose purpose it is to facilitate the advertisement and recruitment of competitive bidders at least ten (10) days before the date of the opening of the bids.~~

      ~~(ii) Delivered to all known responsible prospective suppliers, including those whose names are on a bidders' list or who have made a written request that their names be added to the bidders' list.~~

      ~~(III)Posted on a public bulletin board in the City Center Building and the City's website at least ten (10) days before the opening of the bids.~~

   (i) on the official website for the City; or

   (ii) on a state website that is owned, managed by, or provided under contract with, the division for posting a public procurement notice.
4. Bid procedure.
   a. Sealed bids (or electronically submitted bids) shall be submitted as designated in the notice with the statement "Bid for (item or project)" on the envelope (or in the electronic transmission).
   b. Bids shall be opened (or read, in the case of electronically submitted bids) in public at the time and place stated in the public notice.
   c. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.
5. Bid Award. If the City elects to proceed with the purchase or project, bids shall be awarded to the lowest responsive responsible bidder.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-07-0047, Amended 10/23/2007; Ord. No. O-2014-0030, Amended 08/26/2014)

B. **Requests for Proposals.**

1. **Description**. Requests for proposals (RFPs) are invitations for suppliers or contractors to submit a proposal on a specific product or service. The City awards the contract for the product or service based on criteria set forth in the request for proposals.
2. **Appropriateness**. RFPs may be used when required by law, or when the City Purchasing Agent determines, in writing, that the RFP process will provide the best value to the City, or that the use of formal competitive bidding is either impractical or not advantageous to the City. In making this determination, the City Purchasing Agent shall consider factors such as:
   a. whether there may be a need for price and service negotiation;
   b. whether there may be a need for negotiation during performance of the contract;
   c. whether the relative skills or expertise of the offerors will have to be evaluated;

d. whether cost is secondary to the characteristics of the product or service sought, as in a work of art;

e. whether the conditions of the service, product or delivery are unable to be sufficiently described in the invitation for bids;

f. whether the City is requesting the offeror to propose a method or strategy for completing the project; and

g. whether there may be a need to negotiate completion times related to the project.

If the City is requesting a price to complete an already designed project or to purchase a specific product(s), it will generally be more appropriate to use the competitive sealed bids procedure rather than the request for proposals procedure. Professional services will generally be procured through the request for proposals procedure or as set forth in Section 2-7-6(A).

3. **Notice**.

a. Proposals shall be solicited through a request for proposals.

b. Public notice of the request for proposals shall be given. The time period to submit a response to a request for proposal shall be no less than ten (10) days.

4. **Request for proposals**. The request for proposals shall state the relative importance of price and other evaluating factors.

5. **Opening of proposals**. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Nothing herein shall be interpreted to prohibit the City from allowing or accepting electronically submitted proposals.

6. **Revision of proposals.**

a. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.

b. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

c. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

7. **Award**. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price, the evaluation factors set forth in the request for proposals, and other criteria set forth herein.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-07-0047, Amended 10/23/2007; Ord. No. O-2014-0030, Amended 08/26/2014)[Ord. # O-2018-0004, 02/13/2018]

C. **Reverse Auction**

1. **Use of Reverse Auctions.**

a. Reverse auction bidding may be used if the City Manager determines, in writing, that reverse auction bidding would provide the best value to the City.

b. Reverse auction bidding is appropriate when there are multiple prequalified providers of a procurement item.

2. **Process and Requirements of Reverse Auction.**

a. The reverse auction bidding process begins when the City issues an invitation for bids to prequalify bidders to participate in the reverse auction.

b. The invitation for bids shall:

i. state the period of time during which bids will be accepted;

ii. state that the bid will be conduced by reverse auction;

iii. describe the procurement item sought;

iv. describe the minimum requirements to become pre-qualified;

v. state the required contractual terms and conditions; and

vi. describe the procedure that the City will following the reverse auction.

c. In order to participate in a reverse auction, a bidder shall agree to:

i. the specifications, and contractual terms and conditions, of the procurement: and

ii. learn and abide by the procedure that the City will follow in conducting the reverse auction.

d. The City shall publish an invitation for bids for a reverse auction in accordance with 2-7-4(3)(b).

3. **Conduct of Reverse Auction**

a. When conducting a reverse auction, the City:

i. may conduct the reverse auction at a physical location or by electronic means;

ii. shall permit all prequalified bidders to participate in the reverse auction;

iii. may not permit a bidder to participate in the reverse auction of the bidder did not prequalify to participate in the reverse auction;

iv. may not accept a bid after the time for submission of bid has expired;

v. shall update the bids on a real time basis; and

vi. shall conduct the reverse auction in a manner that permits each bidder to:

1. bid against each other; and
2. lower the bidder's price below the lowest bid before the reverse auction closes.

b. At the end of the reverse auction, the city shall:

i. award the contract as soon as practicable to the lowest responsible bidder who meets teh objective criteria listed in the invitation for bids; or

ii. cancel the reverse auction without awarding a contract.

c. After the reverse auction is finished, the City shall make publicly available:

i. the amount of the final bid submitted by each bidder during the reverse auction and the identity fo the bidder that submitted each final bid; and

ii. if practicable, the amount of each bid submitted during the reverse auction and the identity fo the bidder that submitted each bid.

D. **Written Bid procedure.**

1. Written Bids. Purchases shall, whenever possible, be based on at least three written bids and shall be awarded to the lowest responsible bidder. Written bids are written price quotes provided by a vendor to provide a particular good or service to the City.
2. Request for Written Bids. Written bids shall be solicited from prospective vendors by written or oral request.
3. Records. The person soliciting the written bids shall keep a record of the written bids solicited, (including vendor name, date of solicitation, and manner of solicitation (written or oral)), the written bids submitted, and shall include this information with the purchase order.

E. **Documented Price Quote Procedure.**

1. Price Quotations. Purchases shall, whenever possible, be based on at least three (3) documented price quotes and shall be awarded to the lowest responsible bidder. Documented price quotes are written or oral price quotes provide by a vendor to provide a particular good or service to the City.
2. Request for Price Quotes. Bids (price quotations) shall be solicited from prospective vendors by written or oral request.
3. Records. The person soliciting the documented price quotes shall keep a record of documented price quotes solicited, including vendor names, date of solicitation and price quoted, and shall include this information with the purchase order.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-07-0047, Amended 10/23/2007)[Ord. # O-2018-0004, 02/13/2018]

F. Errors and Mistakes in Bid Process. The City Manager may waive minor irregularities in bid procedures if he determines, in his sole discretion, that the minor irregularities do not have a material effect on the outcome of the bid process and that the process remains fundamentally fair to the City and all participants. In cases where the error has a material effect on the outcome of the bid process, the City Manager may (1) reject all bids, (2) award the bid to the lowest responsive responsible bidder (if the City elects to disqualify bidders who do not strictly comply with the bid specifications), or (3) correct mistakes in accordance with policies adopted by the City Manager or in accordance with procurement rules in the State Administrative Code.

2-7-9. Special Rules and Procedures Required by State Law.

State law requires the City to follow specific bid procedures for specified types of supplies and services. This Section sets forth the requirements and cites the applicable State law. The City shall comply with the applicable State law, as amended, regardless of whether or not this ordinance reflects the most recent version of State law.

A. **Building Improvements and Public Works Projects.** Building improvements and public works projects with a cost estimate that exceeds the bid limit shall be bid in accordance with applicable State law (U.C.A. '11-39-101, et seq., as amended). Applicable requirements of State law include the following:

1. Definitions. For purposes of this subsection A, the designated words shall be defined as follows:

a. "**Bid limit**" means:

(i) For a building improvement:

a. for the year 2003, $40,000; and

b. for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the Consumer Price Index during the previous calendar year; and

(ii) For a public works project:

a. for the year 2003, $125,000; and

b. for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the Consumer Price Index during the previous calendar year.

b. **Building Improvement**: The construction or repair of a public building or structure.

c. **Consumer Price Index**: The Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor.

d. **Public Works Project**: The construction of (i) a park or recreational facility; or (ii) a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control. The definition of "public works project" does not include the replacement or repair of existing infrastructure on private property.

2. Plans and Specifications. The City shall cause plans and specifications to be made for the building improvement or public works project.

3. Cost Estimate. The City shall estimate the cost of the building improvement or public works project.

4. Bid Notice. If the estimated cost of the building improvement or public works project exceeds the bid limit, and if the City decides to proceed with the project, the City shall request bids by publishing notice for at least five (5) days by: ~~at least twice in a newspaper published or of general circulation in Orem at least five (5) days before opening the bids, and publishing notice in accordance with Utah Code §45-1-101 on the public notice website, at least five days before opening the bids..~~

a. Publishing the notice on the Utah Public Notice Website;

b. Publishing the notice on the official website for the City; and

~~4.~~c. Publishing the notice on a state website that is owned, managed by, or provided under contract with, the division for posting a public procurement notice.

5. Contract. If the City decides to proceed with the project, the City shall enter into a contract for the completion of the building improvement or public works project with the lowest responsive responsible bidder.

6. Exceptions. The State statutory bidding requirements do not apply to (i) emergency repairs, as defined by State law, or (ii) building improvements or public works projects if the estimated cost is less than the bid limit.

7. Bid Rejection/Work by City. The City may reject any or all bids submitted for a given building improvement or public works project. If the City rejects all bids submitted but still intends to undertake the building improvement or public works project, the City shall again request bids by following the procedure outlined above. If, after twice requesting bids by following the procedure outlined above, the City determines that no satisfactory bid has been submitted, the

City may undertake the building improvement or public works project as it considers appropriate.

(Ord. No. O-07-0047, Enacted 10/23/2007; Ord. No. O-2014-0030, Amended 08/26/2014)

B. **B and C Road Funds**. Any improvement project using Class B and C road funds shall be bid in accordance with applicable State law (U.C.A. § 72-6-108 and 72-6-109, as amended). Applicable requirements of State law include the following:

1. Definitions. For purposes of this subsection B, the designated words shall be defined as follows:

a. **Bid Limit**. "Bid limit" means:

(i) for the year 2003, $125,000; and

(ii) for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the Consumer Price Index during the previous calendar year.

b. **Consumer Price Index**. "Consumer Price Index" means the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor.

c. **Construction**. "Construction" means the work that would apply to:

(i) any new roadbed either by addition to existing systems or relocation;

(ii) resurfacing of existing roadways with more than two inches of bituminous pavement; or

(III) new structures or replacement of existing structures, except the replacement of drainage culverts.

"Construction" does not include maintenance, emergency repairs, or the installation of traffic control devices as described in U.C.A. '41-6a-302, as amended.

d. **Improvement Project**. "Improvement project" means construction and maintenance as defined in this section except for that maintenance excluded under Subsection (B)(9).

e. **Maintenance**. "Maintenance" means the keeping of a road facility in a safe and usable condition to which it was constructed or improved, and includes:

(i) the reworking of an existing surface by the application of up to and including two inches of bituminous pavement;

(ii) the installation or replacement of guardrails, seal coats, and culverts;

(III) the grading or widening of an existing unpaved road or flattening of shoulders or side slopes to meet current width and safety standards; and

(iv) horizontal or vertical alignment changes necessary to bring an existing road in compliance with current safety standards.

f. **Project**. "Project" means the performance of a clearly identifiable group of associated road construction activities or the same type of maintenance process, where the construction or maintenance is performed on any one class B or C road, within a half-mile proximity and occurs within the same calendar year.

2. **Plans**. The City shall cause plans, specifications, and estimates to be made prior to the construction of any improvement project on a class B or C road if the estimated cost for any one project exceeds the bid limit for labor, equipment, and materials.

3. **Lowest Responsible Bidder**. All projects in excess of the bid limit shall be performed under contract to be let to the lowest responsible bidder.

4. **No Project Division**. If the estimated cost of the improvement project exceeds the bid limit for labor, equipment, and materials, the project may not be divided to permit the construction in parts, unless each part is done by contract.

5. **Advertisement**. The advertisement on bids shall be published for three (3) week by: ~~in a newspaper of general circulation in the City at least once a week for three consecutive weeks.~~

a. Posting a written notice at the Orem City Center;

b. Publishing the notice on the Utah Public Notice Website; and

~~5.~~c. Publishing the notice on the official website for the City.

6. **Bids**. The City shall receive sealed bids and open the bids at the time and place designated in the advertisement. The

City may then award the contract but may reject any and all bids.

7. **Procurement Code**. The person, firm, or corporation that is awarded a contract under this section is subject to the provisions of Title 63G, Chapter 6a, Utah Procurement Code.
8. **Retainage**. If any payment on a contract with a private contractor for construction or improvement of a class B or C road is retained or withheld, the payment shall be retained or withheld and released as provided in Section U.C.A. '13-8-5.
9. **Exceptions**. The following types of maintenance work are not subject to the contract or bid limit requirements of this subsection B:
   a. the repair of less than the entire surface by crack sealing or patching; and
   b. road repairs incidental to the installation, replacement, or repair of water mains, sewers, drainage pipes, culverts, or curbs and gutters.
10. **Force Accounts**. If the estimates of the qualified engineer are substantially lower than any responsible bid received or in the event no bids are received, the City may perform the work by force account. In no event shall "substantially lower" mean estimates that are less than 10% below the lowest responsible bid. If the City performs an improvement project by force account, it shall:
    a. provide an accounting of the costs and expenditures of the improvement including material, labor, and direct equipment costs to be calculated using the Cost Reference Guide for Construction Equipment by Dataquest Inc. or the Federal Emergency Management Agency schedule of equipment rates;
    b. disclose the costs and expenditures to any person upon request and allow the person to make a copy and pay for the actual cost of the copy; and
    c. perform the work using the same specifications and standards that would apply to a private contractor.

(Ord. No. O-07-0047, Enacted 10/23/2007; Ord No. O-2021-0024 Amended 09/28/2021)

C. **Architect-Engineer Services.**

1. As used in this subsection C, "architect-engineer services" means those professional services within the scope of the practice of architecture as defined in U.C.A.'58-3a-102, or professional engineering as defined in U.C.A. 'Section 58-22-102.
2. When the City elects to obtain architect or engineering services by using a competitive procurement process and has provided public notice of its competitive procurement process:
   a. a higher education entity, or any part of one, may not submit a proposal in response to the City's competitive procurement process; and
   b. the City may not award a contract to perform the architect or engineering services solicited in the competitive procurement process to a higher education entity or any part of one.

(Ord. No. O-07-0047, Enacted 10/23/2007)

2-7-10. Disposal or Lease of Public Property.

A. **Declaration of Surplus.** No City-owned property having an estimated value in excess of five hundred dollars ($500.00) shall be disposed of or released to anyone other than the City, unless such property has been declared surplus as set forth in this ordinance.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-03-0018, Amended, 07/01/2003; Ord. No. O-07-0047, Amended and Renumbered 10/23/2007)

B. **Inter-Department Transfers.** Whenever City-owned personal property is surplus, unused, obsolete, unsuitable or otherwise no longer needed, the department head having control of such property shall notify the City Manager. The City Manager may notify other city departments of the availability of such property. The City Manager shall supervise any transfer of such property to any other department. If no use can be made or can be expected to be made within the reasonably foreseeable future, the property shall be disposed of in accordance with this section.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-03-0018, Amended, 07/01/2003; Ord. No. O-07-0047, Amended and Renumbered 10/23/2007)

C. **Disposal of City-owned Personal Property**. The City Manager shall prepare a listing of all City-owned personal property which he or she feels is no longer needed by the City and which can be declared surplus. After an item has been declared surplus by the City Manager, the property may be disposed of. All disposals, leases and/or subleases of City- owned personal property shall be made, as nearly as possible, under the same conditions and limitations as required by this Article for the purchase of personal property by the City, but the City Manager may also authorize, at his or her discretion:

1. The sale of any such property at public auction if he or she deems such a sale desirable and in the best interest of the City; or
2. The lease or sublease of any such property under such terms and conditions as he or she may deem desirable, fair and appropriate, considering the best interests of the City.
3. The sale of any such property at market price, assuming that the property has a reasonably ascertainable market price.
4. A sale or trade to another governmental agency, if he or she deems such disposition to be in the best interests of the City.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-03-0018, Amended, 07/01/2003; Ord. No. O-07-0047, Amended and Renumbered 10/23/2007)

D. **Disposal of City-owned Real Property**. The City Council may declare any City-owned significant parcel of real property (as defined below) to be surplus. The City Manager may declare any City-owned nonsignificant parcel of real property (as defined below) to be surplus if he finds that the parcel is no longer needed by the City. After City-owned real property is declared to be surplus, the City may dispose of the real property pursuant to the following guidelines:

1. Definitions. For purposes of this Section 2-7-10, the designated words shall have the following meanings:

a. **Significant Parcel of Real Property**. A "significant parcel of real property" means a parcel of real property that is larger than 5,000 square feet in size or that has a fair market value in excess of $20,000. The following parcels of real property are excluded from the definition of "significant parcel of real property", even if they meet the size or valuation standards set forth above:

(i) Parcels disposed of by the City as part of a boundary line agreement or adjustment.

(ii)Parcels created by a right-of-way vacation or an easement vacation.

(III)Parcels that are undevelopable unless combined with an adjacent parcel. A parcel will be considered to be undevelopable if it cannot be developed as an independent parcel due to City ordinance requirements or due to the physical characteristics of the parcel.

(iv)Parcels acquired by eminent domain or other means if the City is statutorily or contractually obligated to first offer the parcel to a specific party, provided that the parcel is offered, sold, or conveyed to the party holding the right to acquire the parcel.

b. **Nonsignificant Parcel of Real Property**. A "nonsignificant parcel of real property" shall mean any parcel of real property that is not included in the definition of "significant parcel of real property."

c. **Reasonable Notice**. "Reasonable notice" shall mean a brief summary of the proposed disposition including (1) a general description of the parcel (including the approximate address of the parcel, the approximate size of the parcel, the zone designation of the parcel, and the current use of the parcel), and (2) the date, time and location where the public can comment on the proposed disposition. The notice shall be published by: ~~at least once in a newspaper of general circulation in the City of Orem, and posted in at least one location at the Orem City Center.~~

(i) Posting a written notice at the Orem City Center;

(ii) Publishing the notice on the Utah public Notice Website; and

~~c.~~(iii) Publishing the notice on the official website for the City.

2. Disposal of Significant Parcel of Real Property. Before disposing of a significant parcel of real property, the City shall:
   a. Notice. Provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment; and
   b. Public Comment. Allow an opportunity for public comment on the proposed disposition. The opportunity for public comment shall take place at an Orem City Council meeting.
3. Disposal of Nonsignificant Parcels of Real Property. The City Manager may dispose of any nonsignificant parcel of real property pursuant to a policy adopted by the City Manager.
4. Manner of Disposal. The City may dispose of real property by sale, trade, lease, sub-lease, or other means deemed to be in the best interests of the City by the City Council (for significant parcels of real property) or the City Manager (for nonsignificant parcels of real property).

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-03-0018, Amended, 07/01/2003; Ord. No. O-07-0047, Amended and Renumbered 10/23/2007)

13-4-2. Request for proposals.

The City may issue a request for proposals for use of the City Center Park for the purpose of a large-scale Fourth of July celebration which is open to the public. The request for proposals shall set forth the minimum requirements that an applicant must meet in order to qualify for consideration. The City shall publicize the request for proposals ~~in the following manner:~~by publishing at least seven (7) days before the day of the deadline for submission of a solicitation response:

A. on the official website for the City; or

B. on a state website that is owned, managed by, or provided under contract with, the division for posting a public procurement notice.

~~A. By posting the request for proposals on a public bulletin board in the City Center Building at least ten (10) days before opening of proposals; and~~

~~**(Ord. No. O-1998-0027, Enacted, 05/26/1998)**~~

~~B. By mailing the request for proposals to all known interested, responsible individuals and entities who have made a written request that their name(s) be included on the list of interested persons/entities; and~~

~~**(Ord. No. O-1998-0027, Enacted, 05/26/1998)**~~

~~C. By publishing the request for proposals in a newspaper of general circulation in the City at least ten (10) days before the date of opening the proposals.~~

~~**(Ord. No. O-1998-0027, Enacted, 05/26/1998)**~~

	CITY OF OREM CITY COUNCIL MEETING MAY 28, 2024
REQUEST:	RESOLUTION - Tier 2 Pick Up for Public Safety
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

City of Orem Resolution No.___________________

A RESOLUTION ELECTING TO PICK-UP URS MEMBER RETIREMENT CONTRIBUTIONS FOR TIER 2 PUBLIC SAFTEY AND FIREFIGHTER HYBRID EMPLOYEES

WHEREAS the City participates in the Utah Retirement Systems ("URS") for retirement benefits for their employees, including the City employees that are in the URS public safety retirement system and firefighter retirement system; and

WHEREAS City employees in the URS public safety retirement system and firefighter retirement system have an employee contribution rate equal to a certain percentage of their salary; and

WHEREAS the Utah State Legislature gave any entity that participates in URS the option to pay up to the maximum portion of the employee contribution rate; and

WHEREAS the City has always covered the employee contribution rate, which is currently 2.59% but which will be raised to 4.73% on July 1, 2024; and

WHEREAS a vast majority of entities that participate in URS pay the employee contribution rate for their employees in the URS public safety retirement system and firefighter retirement system; and

WHEREAS the City desires to continue to show support for our public safety and firefighter employees and to be able to retain and attract qualified public safety and firefighter personnel; and

WHEREAS, it is in the best interest of the City to pick-up URS Tier 2 public safety and firefighter hybrid employee contributions by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The City hereby elects to pick up the URS member retirement contributions for Tier 2 public safety and firefighter hybrid employee contributions by covering the 4.73% employee contribution rate.
2. This resolution shall take effect immediately upon passage.
3. All resolutions and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and APPROVED this 28th day of May 2024.

____

David A. Young, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

COUNCIL MEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Chris Killpack	☐	☐	☐
David Spencer	☐	☐	☐
Jeff Lambson	☐	☐	☐
Jenn Gale	☐	☐	☐
LaNae Millett	☐	☐	☐
Tom Macdonald	☐	☐	☐

CITY OF OREM

CITY COUNCIL MEETING

MAY 28, 2024

REQUEST:	PUBLIC HEARING - RESOLUTION - Community Development Block Grant (CDBG)
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

CITY OF OREM CITY COUNCIL MEETING MAY 28, 2024	
REQUEST:	ORDINANCE - CARE Tax Allocation for Fiscal Year 2024-2025
APPLICANT:	Brandon Nelson
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	Brandon Nelson, Finance Director

REQUEST:

BACKGROUND:

Orem residents voted and approved their support of the Cultural Arts and Recreation Enrichment Tax (CARE tax) on November 21, 2023. The Orem City Council recognizes recreation and the arts enrich the quality of life in the community and the council desires to encourage and support the advancement of recreational and cultural facilities and arts organizations in Orem. As such, this ordinance provides for the distribution of the Fiscal Year 2024-2025 CARE tax revenues to meet these purposes.

RECOMMENDATION:

The City Manager recommends the City Council, by ordinance, approve the Fiscal Year 2024-2025 CARE Tax awards as outlined in Exhibit A of the ordinance.

DRAFT

ORDINANCE NO. ___________

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, PROVIDING FOR THE DISTRIBUTION OF FISCAL YEAR 2024-2025 CARE TAX REVENUES.

WHEREAS on November 21, 2023, Orem residents voted to continue their support of the Cultural Arts and Recreation Enrichment Tax (CARE tax); and

WHEREAS the Orem City Council recognizes that recreation and the arts enrich the quality of life in a community; and

WHEREAS the Orem City Council desires to encourage and support the advancement of recreational and cultural facilities and cultural arts organizations in Orem; and

WHEREAS the purpose of this ordinance is to provide for the distribution of the Fiscal Year 2024-2025 CARE tax revenues

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, as follows:

1. The Orem City Council hereby authorizes the distribution of Fiscal Year 2024-2025 CARE tax revenues to the entities and in the amounts set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

2. No CARE tax revenues shall be distributed to an entity for operational expenses until the entity has signed a contract with the City meeting the requirements of the City's CARE tax program policies and procedures.

3. The City may choose to only pay seventy-five percent (75%) of the CARE tax distribution awarded to individual Major Grant recipients upon signing of the contract between the City and the Major Grant recipient (but no sooner than July 1, 2024). If this option is elected, the City would pay the remaining twenty-five percent (25%) of the CARE tax distribution awarded to individual Major Grant recipients after the City has received its final CARE tax distribution (which is in August) from the State of Utah. If the final total CARE tax distributions from the State of Utah are less than the total amount of CARE tax distributions awarded to all CARE tax recipients pursuant to this ordinance, then the City will withhold the twenty five percent (25%) payment to Major Grant recipients until the City Council has had a chance to reallocate all grant awards based on the final amounts distributed from the State of Utah.

4. CARE tax revenues in future fiscal years will also be awarded after a competitive application process based on merit and availability of funds. Receipt of CARE tax funding in this round of applications does not guarantee CARE tax funding in future fiscal years.

5. The City Manager is hereby authorized to sign any documents required to proceed with the distribution of CARE tax revenues as set forth in this ordinance.

6. All acts, orders, resolutions, ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.

7. If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

8. This ordinance shall become effective immediately after a summary of this ordinance has been published or posted as required by law.

PASSED, APPROVED, and ORDERED PUBLISHED this **28th** day of **May 2024**.

____

CITY OF OREM, by
David A. Young, Mayor

ATTEST:

____

Teresa McKitrick, City Recorder

COUNCIL MEMBERS	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Jenn Gale	☐	☐	☐
Chris Killpack	☐	☐	☐
Jeff Lambson	☐	☐	☐
Tom W. Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
David M. Spencer	☐	☐	☐

EXHIBIT "A"

Mini Arts Grants	Proposed Award
Chauntenette Women's Chorus	$ 4,000
Excellence in the Community	$ 4,000
Garden Valley Pipe Band	$ 4,000
Grassroots Shakespeare	$ 5,000
Haitian Community of Utah	$ 1,000
Orem Heritage Advisory Commission	$ 2,003
Resonance	$ 3,500
The Orchard Children's Museum	$ 1,000
The Orem Chorale	$ 3,500
Thomas Cordner Memorial Pipe Band	$ 2,500
United Angels Foundation	$ 1,000
Utah Baroque Ensemble	$ 3,500
Utah Chinese Association	$ 4,500
Utah Shakespeare Festival	$ 1,500
Utah Valley Civic Ballet Company	$ 2,500
Utah Valley Operafest	$ 3,000
Wasatch Chorale	$ 2,500
Wasatch Contemporary Dance	$ 3,000
World Folkfest	$ 4,500
Subtotal - Mini Arts Grants	**$ 56,503**

Mid-Major Arts Grants	Proposed Award
Cantorum Chamber Choir	$ 5,000
Colonial Heritage Foundation	$ 9,999
Orem Historic Preservation Commission	$ 5,000
Roots of Freedom Foundation	$ 6,500
Timpanogos Symphony Orchestra	$ 9,999
Utah Live Concerts Foundation	$ 9,999
Utah Symphony and Opera	$ 9,000
Witness Music	$ 6,000
Subtotal - Mid-Major Arts Grants	**$ 61,497**

Major Arts Grants	Proposed Award
SCERA	$ 941,758
Utah Metropolitan Ballet	$ 25,000
Subtotal - Major Arts Grants	**$ 966,758**

EXHIBIT "A"

Civic-Related Arts Grants	Proposed Award
Heart of Downtown / Arts District Improvements	$ 500,000
SCERA @ Library Hall - Concerts	$ 30,000
Library Hall - CARE Recipient Performances	$ 42,000
Community Group Meetings	$ 10,000
Other Projects	$ 18,242
Subtotal - Civic-Related Arts Grants	**$ 600,242**

TOTAL - ARTS GRANTS	**$ 1,685,000**

City Recreation Grants	Proposed Award
Co-Sponsored Groups	$ 50,000
Subtotal - City Recreation Grants	**$ 50,000**

City Parks Grants	Proposed Award
Heated Bathrooms	$ 30,000
Bike Trails - Phase III	$ 130,000
Northridge Park - Court Lighting	$ 90,000
Library Park - Gardens & Indoor Playground	$ 850,000
Community Gardens	$ 60,000
City Center Park - Bathroom Refresh	$ 50,000
Windsor Park - Court, Lighting, etc.	$ 350,000
Family & Pioneer Mini Park	$ 75,000
Subtotal - City Parks Grants	**$ 1,635,000**

TOTAL - CITY RECREATION & PARKS GRANTS	**$ 1,685,000**
ADMINISTRATION ALLOCATION (1.5%)	**$ 50,550**
GRAND TOTAL - CARE TAX	**$ 3,420,550**

CITY OF OREM

CITY COUNCIL MEETING

MAY 28, 2024

REQUEST:	PUBLIC HEARING - BOND RESOLUTION - Authorizing Sale of Bonds
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

BOND PURCHASE AGREEMENT

$[PAR]
City of Orem, Utah
Sales Tax Revenue Bonds,
Series 2024

July [___], 2024

City of Orem
56 North State Street
Orem, Utah

The undersigned, Stifel, Nicolaus & Company, Incorporated, as the underwriter of the hereinafter defined Series 2024 Bonds (the "Underwriter"), acting as a principal on behalf of itself and not as fiduciary or agent for you, offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the City of Orem, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $[PAR] aggregate principal amount of Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds"), at a purchase price of $[__________] (representing the principal amount of the Series 2024 Bonds, plus a [net] reoffering [premium/issue] of $[__________] and less an Underwriter's discount of $[__________]) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2024 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2024 Bonds shall be as described in the Official Statement dated July [___], 2024, of the Issuer relating to the Series 2024 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of July 1, 2024 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of July 1, 2024 (the

"First Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); all as authorized pursuant to a resolution adopted by the City Council of the Issuer on May 28, 2024 (the "Resolution"). The Series 2024 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act. The Series 2024 Bonds are payable from and secured solely by the Revenues (as further defined in the Indenture).

(c) The proceeds from the sale of the Series 2024 Bonds will be used for the purpose of (i) financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements and (ii) paying costs of issuance with respect to the Series 2024 Bonds.

(d) The Indenture, the Series 2024 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Agreement are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2024 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2024 Bonds and offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize, maintain or otherwise affect the market prices of the Series 2024 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2024 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2024 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2024 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2024 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2024 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2024 Bonds.

(c) The Underwriter confirms that it has offered the Series 2024 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Agreement, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide the Official Statement to the Underwriter no later than the earlier of (i) seven (7) business days from the date hereof or (ii) one (1) business day prior to the Closing Date (as defined herein) in order to permit the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and the applicable requirements of the Municipal Securities Rulemaking Board (the "MSRB"), with respect to distribution of the Official Statement. The Issuer shall prepare the Official Statement, including any amendments thereto, in electronic, word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide such Official Statement to the Underwriter no later than one (1) day prior to the Closing Date.

(b) The Issuer has heretofore "deemed final" the Preliminary Official Statement dated [July ___], 2024, and relating to the Series 2024 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2024 Bonds.

(c) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure

Undertaking is set forth as Appendix E to the Preliminary Official Statement and will also be set forth as Appendix E to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on July 31, 2024, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2024 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2024 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2024 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2024 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND
AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision, municipal corporation, and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2024 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2024 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, or to the knowledge of the Issuer, any meritorious basis therefor, (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the Revenues, the Series 2024 Project, or the financial condition of the Issuer; (b) affecting the existence of the Issuer or the titles of its officers to their respective offices; (c) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the Revenues pledged pursuant to the Indenture; (d) in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (e) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (f) contesting the powers of the Issuer or any authority for the issuance of the Series 2024 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2024 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2024 Bonds, the Transaction Documents, and this Purchase Agreement, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Agreement or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement (except as changed by the Official Statement) was, as of its date, and is, as of the date hereof, and the information in the Official Statement will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date does not and, as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date does not and, as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2024 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2024 BONDS—Book-Entry Only System," "UNDERWRITING," and "APPENDIX F."

Section 2.10. Except as described in the Official Statement, the Issuer has not otherwise pledged the Revenues other than to secure and pay the Series 2024 Bonds and the Series 2024 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.11. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.12. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2024 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2024 Bonds.

Section 2.13. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2024 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2024 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.14. If between the date of this Purchase Agreement and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2024 Bonds.

Section 2.15. When executed by the respective parties thereto, this Purchase Agreement and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.16. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Agreement and any and all other agreements relating thereto.

Section 2.17. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer's audited financial statements as of, and for the year ended June 30, 2023, a copy of which is included in the Preliminary Official Statement and Official Statement, present fairly the financial position of the Issuer at June 30, 2023, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Agreement are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2023, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2023, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. [Except as described in the Official Statement,] for the last five years the Issuer believes that it has not failed to comply in all material respects with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture;

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered prior to and at the Closing and in reliance upon the performance by the Issuer of its obligations hereunder. Accordingly, the Underwriter's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2024 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At the time of the Closing, the Official Statement shall not have been supplemented or amended, except in any such case as otherwise provided in this Purchase Agreement or as may have otherwise been agreed to in writing by the Underwriter.

(c) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States

Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2024 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission ("SEC") which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2024 Bonds to be registered under the Securities Act of 1933, as amended (the "Securities Act") or any other "security," as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2024 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or that the issuance, offering or sale of obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2024 Bonds because (A) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any governmental authority having jurisdiction; or the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2024 Bonds or as to obligations of the general character of the Series 2024 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2024 Bonds, including any action relating to (x) the tax status of the Series 2024 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix D to the Official Statement; or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, or the escalation of such calamity or crisis, the effect of which, in the reasonable judgment of the Underwriter, would make it impractical or inadvisable for the Underwriter to market or sell or enforce contracts to sell Series 2024 Bonds; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2024 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or (F) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2024 Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(iv) Any financial rating assigned to the Series 2024 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2024 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2024 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2024 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2024 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2024 Bonds or the market price thereof.

(d) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix D to the Official Statement, together with a reliance letter addressed to the Trustee and the Underwriter permitting such entities to rely on such opinion;

(ii) The letter of Gilmore & Bell, P.C., as Disclosure Counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of the City Attorney, as counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor or other authorized representative of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2024 Bonds, or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2024 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2024 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2024 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) A copy of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) A copy of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds, including the use of proceeds of sale of the Series 2024 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) An executed copy of the IRS Form 8038-G relating to the Series 2024 Bonds;

(viii) A copy of each of the Preliminary Official Statement and the Official Statement;

(ix) Evidence satisfactory to the Underwriter that the Series 2024 Bonds have received a ratings of "[___]" from [S&P] and "[___]" from [Fitch];

(x) All documents, certificates and opinions required by the Indenture; and

(xi) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2024 Bonds. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and Disclosure Counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; and (f) advertising costs and travel expenses.

The Underwriter shall pay (from the expense component of the Underwriter's discount) and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2024 Bonds, including any costs or expenses related to CUSIP Service Bureau fees, a continuing disclosure undertaking compliance review, and any counsel retained by the Underwriter. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Agreement.

ARTICLE V
[ROLE OF THE UNDERWRITER; RELATED DISCLOSURES

Section 5.1. The Issuer hereby acknowledges and agrees that:

(a) the Underwriter has heretofore provided the Issuer an engagement letter (the "Engagement Agreement"), setting forth the role and responsibilities of the Underwriter in connection with the offering of the Series 2024 Bonds and making disclosures pertinent thereto, which disclosures have previously been and are hereby acknowledged by the Issuer; and

(b) the Issuer has heretofore acknowledged in the Engagement Agreement and hereby acknowledges and agrees that:

(i) MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length, commercial transaction with the Issuer, and the Underwriter has financial and other interests that differ from those of the Issuer;

(iii) the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters);

(iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Agreement;

(v) the Issuer has consulted with its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it deemed appropriate in connection with the issuance and offering of the Series 2024 Bonds;

(vi) the Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(vii) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities under the federal securities law, as applied to the facts and circumstances of the transaction. However, the Issuer has primary responsibility for disclosure to investors. Accordingly, the Underwriter's review of the Official Statement should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.]

Section 5.2. Representations, Covenants, and Agreements of the Underwriter. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, “economic boycott” means an action targeting a “boycotted company” with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

ARTICLE VI

GENERAL

Section 6.1. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter at 15 West South Temple, Suite 1090, Salt Lake City, Utah 84101; Attention: John Crandall. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the City of Orem, 56 North State Street, Orem Utah 84057, Attention: Mayor, with a copy thereof to the City Attorney, City of Orem, 56 North State Street, Orem Utah 84057.

Section 6.2. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2024 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

Section 6.3. This Purchase Agreement shall be governed by the laws of the State of Utah.

Section 6.4. The Issuer has retained LRB Public Finance Advisors, Inc. as its Independent Registered Municipal Advisor in this transaction.

Section 6.5. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 6.6. Each party hereto acknowledges and agrees that it may execute this Purchase Agreement, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 6.7. This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

[Signature Page(s) Follow]

This Purchase Agreement shall become effective upon the execution by Stifel, Nicolaus & Company, Incorporated and the acceptance hereof by the Issuer.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: ______________________________________

Its: ______________________________________

CITY OF OREM, UTAH

____
Mayor

ATTEST:

____
City Recorder

(Seal)

EXHIBIT A

$[PAR]
City of Orem, Utah
Sales Tax Revenue Bonds,
Series 2024

Maturity Date (April 15)	Principal Amount	Interest Rate	Yield	Price	Pricing Rule

[*	General rule maturities]
[**	Subject to hold-the-offering-price rule]

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$[PAR]
City of Orem, Utah
Sales Tax Revenue Bonds,
Series 2024

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by City of Orem, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Original Purchaser and the Issuer, dated July [___], 2024 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another),

(B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. [[As of the Effective Time there were no Undersold Maturities.]] [[For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]]

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: ________________________________

Its: ________________________________

EXHIBIT A – [*same as in Bond Purchase Agreement*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is executed and delivered by the City of Orem, Utah (the "City"), in connection with the issuance of the City's Sales Tax Revenue Bonds, Series 2024 in the aggregate principal amount of $__________ (the "Series 2024 Bonds"). The Series 2024 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as and other applicable provisions of law; (ii) a resolution adopted by the City Council of the City on May 28, 2024, which provides for the issuance of the Series 2024 Bonds; and (iii) a General Indenture of Trust dated as of July 1, 2024 (the "General Indenture"), as supplemented by a Fist Supplemental Indenture of Trust dated as of July 1, 2024 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank Trust Company, National Association, as trustee. The City covenants and agrees as follows:

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule and the only "obligated person" with respect to the Series 2024 Bonds. In connection with the aforementioned transactions, the City covenants and agrees as follows:

1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2024 Bonds and in order to assist the Participating Underwriters in complying with the Rule (each as defined herein).

2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means the Annual Report provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Bonds (including persons holding Series 2024 Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the City dated [_____________], 2024, relating to the Series 2024 Bonds.

"Participating Underwriter" shall mean Stifel, Nicolaus & Company, Incorporated, as original underwriter of the Series 2024 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report and shall, or shall cause the Dissemination Agent to, not later than two hundred and ten (210) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended June 30, 2024, provide to the MSRB, the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent, if other than the City, shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report has been provided to the MSRB by the dates required in Section 3(a), the Dissemination Agent (or the City) shall, in a timely manner, send a notice of a failure to file the Annual Report to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the City, as appropriate, certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in the tables under the heading "SECURITY FOR THE BONDS—Historical Sales Tax Revenues."

Any or all of the items listed above may be included by specific reference to other documents, including Official Statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final Official Statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2024 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds or other material events affecting the tax status of the Series 2024 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2024 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2024 Bonds;

(v) Series 2024 Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2024 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Series 2024 Bondholders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024 Bonds. If such termination occurs prior to the final maturity of the Series 2024 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent. The initial Dissemination Agent shall be the City.

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2024 Bonds, or the type of business conducted;

(a) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2024 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver either (i) is approved by the Bondholders of the Series 2024 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Series 2024 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence

of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2024 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture or the Lease, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2024 Bonds.

12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders and Beneficial Owners from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: ___________, 2024.

CITY OF OREM, UTAH

(SEAL)

By:____
Mayor

ATTEST:

____
City Recorder

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of July 1, 2024

by and between

CITY OF OREM, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

and supplementing

General Indenture of Trust
Dated as of July 1, 2024

TABLE OF CONTENTS

FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of July 1, 2024, by and between the City of Orem, 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, authorized by law to accept and execute trusts and having a principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

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 has entered into a General Indenture of Trust dated as of July 1, 2024 (the "General Indenture); and

WHEREAS, the Issuer desires to (a) finance the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements, and (b) pay the issuance expenses incurred in connection with the issuance and sale of the Series 2024 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth above, 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 Revenues anticipated to be received by the Issuer pursuant to Title 59, Chapter 12, Part 2 Utah Code Annotated 1953, as amended, will be sufficient to pay the debt service on the Bonds (including the Series 2024 Bonds) that will be Outstanding following the issuance of 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 80% of the Revenues received by the Issuer 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 by this First Supplemental Indenture (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 other 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 all Bond Insurers 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 the Reserve Instrument by the Reserve Instrument Provider, 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 (a) the Revenues (as defined in the General Indenture), (b) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (c) all other rights granted under the General Indenture and hereinafter granted for the future 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 without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority, or distribution 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 Uniform Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used, 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.

Section 1.3 Additional Definitions. In addition, for purposes of the General Indenture and this First Supplemental Indenture, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the Issuer and the Underwriter.

"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, the date of initial issuance and delivery thereof.

"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 April 15, and October 15 commencing [April 15, 2025].

"Series 2024 Bonds" means the Issuer's $[PAR] Sales Tax Revenue Bonds, Series 2024, herein authorized.

"Series 2024 Construction Subaccount" means the account established pursuant to **Error! Reference source not found.** herein to pay costs of the Series 2024 Project and the costs of issuance of the Series 2024 Bonds.

"Series 2024 Debt Service Reserve Requirement" means, with respect to the Series 2024 Bonds, the amount of $0.

"Series 2024 Project" means the financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

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 to (a) finance the Series 2024 Project and (b) pay the issuance expenses incurred in connection with the issuance and sale 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, 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. (a) The Series 2024 Bonds shall be dated as the Dated Date, and shall mature on April 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 the Dated Date, payable on April 15 and October 15, beginning [April 15, 2025], at the rates per annum as set forth below:

Maturity Date (April 15)	Principal Amount	Interest Rate

(b) Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 [Optional Redemption]. [The Series 2024 Bonds maturing on or before [April 15], 20[___] are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on or after [April 15], 20[___] are subject to redemption at the option of the Issuer on [April 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 of redemption.]

Section 2.4 [Mandatory Sinking Fund Redemption]. [The Series 2024 Bonds maturing on [April 15], 20[___], are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date on the dates and in the principal amounts as follows:

Redemption Date (April 15)	Principal Amount

* Final Maturity.

]

Section 2.5 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 2.6 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 receiving full payment therefor in accordance with the Bond Purchase Agreement between the Issuer and the Underwriter.

Section 2.7 Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2024 Bonds, which approval shall be evidenced by a written acceptance from the Registrar.

Section 2.8 Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2024 Bonds, which approval 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 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.10 Book-Entry System.

(a) 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 Bond shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2024 Bonds shall be initially issued in the form of a separate, single, fully registered Series 2024 Bond in the amount of each separate stated maturity of the Series 2024 Bonds. Upon initial issuance, the ownership of each such Series 2024 Bond 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 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2024 Bond, (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 Series 2024 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.

(c) (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.

(ii) 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.

(iii) 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 Bond 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.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2024 Bond 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 Bond and all notices with respect to such Series 2024 Bond shall be made and given, respectively, to DTC.

(v) 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.

Section 2.12 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 Agreement.

ARTICLE III
APPLICATION OF PROCEEDS

Section 3.1 Creation of Series 2024 Accounts. There is hereby established with the Trustee the following accounts:

(a) A Series 2024 Construction Account within the Construction Fund.

(b) A Series 2024 Cost of Issuance Account.

Section 3.2 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 $[__________] (representing the principal amount of the Series 2024 Bonds, plus a [net] original issue [premium/discount] of $[__________] and less an Underwriter's discount of $[__________]), and the Trustee shall deposit such amounts as follows:

(a) $___________ shall be deposited into the Series 2024 Construction Account to be used to pay costs of the Series 2024 Project; and

(b) The remaining amount into the Series 2024 Cost of Issuance Account held by the Trustee to be used to pay costs of issuance of the Series 2024 Bonds.

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. All moneys on deposit in the Series 2024 Construction Account shall be disbursed by the Trustee to pay the costs of the Series 2024 Project, upon receipt of a requisition requesting the same in the form of Exhibit A to the General Indenture.

Section 3.4 Series 2024 Cost of Issuance Account. Costs of issuance shall be paid by the Trustee upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2024 Cost of Issuance Account sixty (60) days after delivery of the Series 2024 Bonds shall be transferred to the Bond Fund.

Section 3.5 No Debt Service Reserve Requirement for the Series 2024 Bonds. For purposes of the Series 2024 Bonds, there will be no Debt Service Reserve Requirement.

ARTICLE IV
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.

ARTICLE V
MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2024 Bonds. The sale of the Series 2024 Bonds to the Underwriter at a price of $[____________] is hereby ratified, confirmed, and approved.

Section 5.2 Governing Law. This Indenture shall be governed by the laws of the State of Utah.

Section 5.3 Electronic Signatures. Each party hereto acknowledges and agrees that it may execute this Indenture, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 5.4 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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 OREM, UTAH

(SEAL)

By:_____________________________________
Mayor

COUNTERSIGN:

By:_____________________________________
City Recorder

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

By:_____________________________________

Title:____________________________________

EXHIBIT A

(FORM OF SERIES 2024 BOND)

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
STATE OF UTAH
CITY OF OREM
SALES TAX REVENUE BONDS
SERIES 2024

Number R - __________ $__________

Interest Rate	Maturity Date	Dated Date	CUSIP
[___]	April 15, 20___	[___________], 2024	

Registered Owner: CEDE & CO.

Principal Amount: ____________________ AND NO/100 DOLLARS*****************

The City of Orem, 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, commencing [__________ 15, 20___], and semiannually thereafter on April 15 and October 15 of each year (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, ("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 designated as the Issuer's "Sales Tax Revenue Bonds, Series 2024" (the "Series 2024 Bonds") in the aggregate principal amount of $[PAR] of like tenor and effect, except as to date of maturity, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of February 1, 2002, as heretofore amended and supplemented (the "General Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and a First Supplemental Indenture of Trust, dated as of [July 1], 2024 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), approved by a resolution adopted on [May 28], 2024 (the "Bond Resolution"), for the purpose of financing the costs of (a) financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements, and (b) paying the issuance expenses incurred in connection with the issuance and sale of the Series 2024 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 Orem, 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 other funds as described in the Indenture (excluding the Rebate Fund) 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 Bonds that are currently Outstanding and 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 Bonds and on all Bonds authenticated prior to [__________ 15, 20___], shall accrue from the Dated Date specified above. Interest on the Series 2024 Bonds authenticated on or subsequent to [__________ 15, 20___], 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 Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Bonds surrendered.

[The Series 2024 Bonds are subject to redemption prior to maturity at the times, in the amounts, and with notice all as provided in the Indenture.]

This Bond is transferable by the registered owner hereof in person or by their 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 Owner hereof as the absolute owner hereof (whether or not this 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 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and this 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.

The Issuer covenants and agrees that 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 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(3), UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH PLEDGES AND AGREES WITH THE HOLDERS OF THE BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT 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 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 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 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 Series 2024 Bonds of which this Bond is one and all bonds issued on a parity with this Bond. No bonds have been issued superior to or on a parity with the Series 2024 Bonds.

This 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 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this 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)

By: (facsimile or manual signature)
Mayor

COUNTERSIGN:

By: (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 Orem, Utah.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

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).

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 July 1, 2024, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Account:

[See Attached Schedule]

By:__________________________________
Mayor

[*Form of Schedule*]

Payee	Purpose	Amount

SALES TAX REVENUE BONDS

GENERAL INDENTURE OF TRUST

Dated as of [July] 1, 2024

between

CITY OF OREM, UTAH,
as Issuer

and

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

Table of Contents

THIS GENERAL INDENTURE OF TRUST, dated as of July 1, 2024, by and between the City of Orem, 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 Rebatable 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, [City Manager,] and [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 Orem, 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 Orem, 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 Orem, 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 notational 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 Orem, 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:

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

(f) 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 Street, 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 or 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 Orem, 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 Orem, 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 Orem, 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) 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.

"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 Orem, 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 on or before the tenth day of each month transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) approximately one-sixth of the interest falling due on the Bonds (or, if the first Interest Payment Date is less than six (6) months away, the Issuer shall allocate to the Revenue Fund an amount sufficient to total the interest payable on the Bonds in equal monthly installments) 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) if principal is due on the Bonds within the next succeeding twelve (12) months, approximately one-twelfth of the Principal and premium, if any, falling due on the next succeeding Principal payment date established for the Bonds (or, if the first Principal payable on the Bonds is less than twelve (12) months away, the Issuer shall allocate to the Revenue Fund an amount sufficient to total the Principal payable on the Bonds in equal monthly installments); plus

(iii) if a Sinking Fund Installment is due on the Bonds within the next succeeding twelve (12) months, approximately one-twelfth of the Sinking Fund Installment falling due on the next succeeding Sinking Fund Installment payment date (or, if the first Sinking Fund Installment is less than twelve (12) months away, the Issuer shall allocate to the Revenue Fund an amount sufficient to total the first Sinking Fund Installment on the Bonds in equal monthly installments);

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 City of Orem, 56 North State Street, Orem, Utah 84057, 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 Electronic Signatures. Each party hereto acknowledges and agrees that it may execute this Indenture, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 11.8 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 11.9 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 11.10 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 11.11 Effective Date. This Indenture shall become effective immediately.

Section 11.12 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 OREM, 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 Orem, 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

Orem, Utah

May 28, 2024

The City Council ("City Council") of the City of Orem, Utah (the "City"), met in regular public session on May 28, 2024, at 6:00 p.m. with the following members of the Council present:

David Young	Mayor
Jenn Gale	Councilmember
Chris Killpack	Councilmember
Jeff Lambson	Councilmember
Tom Macdonald	Councilmember
LaNae Millett	Councilmember
David Spencer	Councilmember

Also present:

Brenn Bybee	City Manager
Brandon Nelson	City Finance Director
Teresa McKitrick	City Recorder

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 28, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _______________ and seconded by Councilmember _______________, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OREM, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $11,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2024; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AUTHORIZING THE POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING AN INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; APPROVING 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, the City Council (the "Council") of the City of Orem, Utah (the "City") desires to (a) finance the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2024 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and 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 from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the City and the hereinafter described Designated Officers, as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture"), in substantially the forms 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 City desires to call a public hearing for this purpose and to provide a notice of such hearing with respect to the Series 2024 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement (the "Bond Purchase Agreement"), to be entered into between the City and the underwriter selected by the City for the Series 2024 Bonds (the "Underwriter"), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in the event that the Designated Officers determine that it is in the best interests of the City to publicly offer all or any portion of the Series 2024 Bonds, the City desires to (a) 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 (b) approve and authorize a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), in substantially the form attached hereto as Exhibit E, which provides for the disclosure by the City of certain annual financial information with respect to the City and the Series 2024 Bonds, for the purpose of enabling the Underwriter to comply with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934; and

WHEREAS, in order to allow the City flexibility in setting the pricing date of the Series 2024 Bonds, the Council desires to grant to any one of the following three: (i) the Mayor or Mayor pro tem of the City, (ii) the City Manager, and (iii) the Finance Director, or their respective appointees (each a "Designated Officer" and collectively, the "Designated Officers") the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold, to determine whether the Series 2024 Bonds should be sold and method of sale, and to make 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 Orem, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds, the City hereby authorizes the issuance of the Series 2024 Bonds which shall be designated "City of Orem, Utah Sales Tax Revenue Bonds, Series 2024" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the initial aggregate principal amount of not to exceed $11,000,000. The Series 2024 Bonds shall mature in not more than twenty-one (21) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by a Designated Officer in consultation with the City's municipal advisor, all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Agreement, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and any Mayor pro tem or otherwise authorized Deputy (the "Mayor") and the City Recorder (or deputy or designee, collectively, the "City Recorder") are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by a 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 5 hereof. Any Designated Officer is hereby authorized to select the Underwriter, 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, provided that such terms are within the Parameters set by this Resolution.

Section 3. The City hereby approves and authorizes the utilization of the Preliminary Official Statement in substantially the form attached hereto as Exhibit D in the marketing of the Series 2024 Bonds (as appropriate) and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement, with any necessary revisions and insertions to complete the same with the terms established for the Series 2024 Bonds.

Section 4. The Continuing Disclosure Undertaking, in substantially the form presented at this meeting and attached hereto as Exhibit E, is hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Continuing Disclosure Undertaking, in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the City, with final terms as may be established by a Designated Officer, in consultation with the municipal advisor, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof.

Section 5. The Designated Officers and other appropriate officials of the City are authorized to make any alterations, changes, deletions, or additions to the Indenture, the Series 2024 Bonds, the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, Continuing Disclosure Undertaking, 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 conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Designated Officers or other appropriate officials on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 6. 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 authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The Designated Officers 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 8. 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, the Bond Purchase Agreement, and the Indenture. No provision of this Resolution, the Indenture, the Series 2024 Bonds, the Preliminary Official Statement, 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 ad valorem taxing powers.

Section 9. The Designated Officers 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 (including, without limitation, any reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. The City shall hold a public hearing on July 9, 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 office of the City Recorder, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of 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 28, 2024, the City Council (the "Council") of the City of Orem, 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 with respect to the issuance of the Series 2024 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on July 9, 2024, at the hour of 6:00 p.m. at 56 North State Street Orem, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the project 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 (a) financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements (the "Project"), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds.

REVENUES TO BE PLEDGED

The Series 2024 Bonds will be special, limited obligations of the City payable from 100% of the Local Sales and Use Tax revenues received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, to the payment of the Series 2024 Bonds (the "Revenues").

PARAMETERS OF THE SERIES 2024 BONDS

The City intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Eleven Million Dollars ($11,000,000), to mature in not more than twenty-one (21) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum. The Series 2024 Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture") which Indenture was before the Council and in substantially final form at the time of the adoption of the Resolution.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2024 Bonds, the City currently has no other bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than as of the date of the Financial Report please contact Brandon Nelson, City Finance Director at (801) 229-7010.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2024 Bonds, if held until maturity is $14,742,906.

A copy of the Resolution and the Indenture are on file in the office of the Orem City Recorder, 56 North State Street, Orem, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m.

to 5:00 p.m. on Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication 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 relates 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 28, 2024.

/s/ Teresa McKitrick
City Recorder

* * * * * * * * * *

Section 11. 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.

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 $11,000,000.

Section 13. Upon the issuance of the Series 2024 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2024 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

APPROVED AND ADOPTED this May 28, 2024.

CITY OF OREM, UTAH

(SEAL)

____
Mayor

ATTEST:

____
City Recorder

(Here follows business not pertinent to the above.)

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

(SEAL)

____
Mayor

ATTEST:

____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Teresa McKitrick, the duly appointed and qualified City Recorder of the City of Orem, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on May 28, 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 28, 2024, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was 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 28, 2024.

(SEAL)

By:__________________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Teresa McKitrick, the undersigned City Recorder of the City of Orem, 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 28, 2024, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) 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; and

(c) By causing a copy of such Notice 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.

In addition, the Notice of 2024 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on __________________, at the principal office of the City Council; (b) published on the Utah Public Notice Website (http://pmn.utah.gov); and (c) posted on the City's official website..

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 28, 2024.

(SEAL)

By:______________________________________
City Recorder

Attached:
SCHEDULE 1 -- NOTICE OF MEETING
SCHEDULE 2 -- ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF INDENTURE

[drafts of General Indenture and of First Supplemental Indenture]

<u>EXHIBIT C</u>

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

PRELIMINARY OFFICIAL STATEMENT DATED JULY [___], 2024

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE–Issued in Book-Entry Only Form **Bond Ratings: [S&P] "[___]"; [Fitch] "[___]"**
(See "BOND RATINGS" herein)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2024 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2024 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. The Series 2024 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel is also of the opinion that the interest on the Series 2024 Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" herein.

$9,315,000*
CITY OF OREM, UTAH
SALES TAX REVENUE BONDS, SERIES 2024

Dated: Date of initial delivery **Due: April 15, as shown on inside front cover**

The $9,315,000* Sales Tax Revenue Bonds, Series 2024 are issuable by the City of Orem, Utah as fully-registered bonds and, when initially issued, will be in book-entry form only, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. DTC will act as securities depository for the Series 2024 Bonds. So long as DTC or its nominee is the registered owner of the Series 2024 Bonds, payments of the principal of and interest on such Series 2024 Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Principal of and interest on the Series 2024 Bonds (interest payable April 15 and October 15 of each year, commencing [April 15, 2025]) are payable by U.S. Bank Trust Company, National Association, as Paying Agent, to the registered owners thereof, initially DTC. The Series 2024 Bonds will be issued as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof. See "THE SERIES 2024 BONDS" herein.

The Series 2024 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2024 BONDS—Redemption" herein.

The Series 2024 Bonds are being issued for the purposes of (i) financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements and (ii) paying costs of issuance with respect to the Series 2024 Bonds.

The Series 2024 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture between the City and U.S. Bank Trust Company, National Association, as Trustee. The Revenues consist primarily of the revenues received from the imposition of the Pledged Sales and Use Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of and interest on the Series 2024 Bonds and the City is limited by State of Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See "RISK FACTORS" herein. The Series 2024 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2024 Bonds or any portion thereof to secure payment of the Series 2024 Bonds. See "SECURITY FOR THE BONDS" herein.

The Series 2024 Bonds are offered when, as and if issued by the City and received by the Underwriter, subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City, and to certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by the office of the City Attorney. Certain legal matters will be passed on for the Underwriter by Quarles & Brady LLP. LRB Public Finance Advisors, Inc. has served as municipal advisor to the City in connection with the issuance of the Series 2024 Bonds. It is expected that the Series 2024 Bonds will be available for delivery to DTC or its agent on or about July 31, 2024.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated __________, 2024, and the information contained herein speaks only as of that date.

STIFEL

---

* Preliminary; subject to change.

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

$9,315,000*
CITY OF OREM, UTAH
SALES TAX REVENUE BONDS,
SERIES 2024

Due (April 15)	Principal Amount*	Interest Rate	Yield	CUSIP**
2025	$405,000			
2026	290,000			
2027	305,000			
2028	320,000			
2029	340,000			
2030	355,000			
2031	375,000			
2032	390,000			
2033	410,000			
2034	430,000			
2035	455,000			
2036	475,000			
2037	500,000			
2038	525,000			
2039	550,000			
2040	580,000			
2041	605,000			
2042	635,000			
2043	670,000			
2044	700,000			

[$__________ _____% Term Bond Due April 15, 20___; Price _____% CUSIP** _____]

* Preliminary; subject to change.

** The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2024 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2024 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2024 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

The Official Statement should be considered in its entirety. No one factor should be considered more or less important than another by reason of its position in this Official Statement. Where statutes, ordinances, reports or other documents are referred to in this Official Statement, reference should be made to those documents for more complete information regarding their subject matter.

No dealer, broker, salesman or any other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2024 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Municipal Advisor. Prospective investors may obtain additional information from the Municipal Advisor or the City which they may reasonably require in connection with the decision to purchase any of the Bonds from the Municipal Advisor.

The yields at which the Series 2024 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In addition, the Underwriter may allow concessions of discounts from the initial offering prices of the Bonds to dealers and others. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2024 Bonds. Such transactions, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Forward-looking statements are included in the Official Statement under the captions "THE SERIES 2024 PROJECT," "ESTIMATED SOURCES AND USES OF FUNDS," and "DEBT STRUCTURE OF THE CITY—Outstanding Obligations of the City" and "—Future Bond Issues." The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2024 Bonds.

THE SERIES 2024 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2024 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

$9,315,000[*]
CITY OF OREM, UTAH
SALES TAX REVENUE BONDS
SERIES 2024

56 North State Street
Orem, Utah 84057
(801) 229-7000

MAYOR AND CITY COUNCIL

David Young. .... Mayor
Jenn Gale .... Councilmember
Chris Killpack .... Councilmember
Jeff Lambson .... Councilmember
Tom Macdonald .... Councilmember
LaNae Millett .... Councilmember
David Spencer .... Councilmember

CITY ADMINISTRATION

Brenn Bybee.. City Manager
Brandon C. Nelson, CPA .... Finance Director
Steve Earl .... City Attorney
Teresa McKitrick.. City Recorder

TRUSTEE, PAYING AGENT & BOND REGISTRAR

U.S. Bank National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6083

MUNICIPAL ADVISOR

LRB Public Finance Advisors, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101
(801) 364-5080

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
15 West South Temple, Suite 1090
Salt Lake City, Utah 84101
(385) 799-7231

---

[*] Preliminary; subject to change.

TABLE OF CONTENTS

Page

OFFICIAL STATEMENT

RELATED TO

$9,315,000*
CITY OF OREM, UTAH
SALES TAX REVENUE BONDS
SERIES 2024

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices, provides information in connection with the issuance and sale by the City of Orem, Utah (the "City") of its $9,315,000* Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds"). This introduction is only a brief description of the Series 2024 Bonds, as hereinafter defined, the security and source of payment for the Series 2024 Bonds and certain information regarding the City. The information contained herein is expressly qualified by reference to the entire Official Statement. Investors are urged to make a full review of the entire Official Statement.

See the following appendices that are attached hereto and incorporated herein by reference: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023; APPENDIX B—FORM OF THE GENERAL INDENTURE; APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY; APPENDIX D—FORM OF OPINION OF BOND COUNSEL; APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING; and APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The City

The City was incorporated in 1919 and covers an area of approximately 19 square miles. It is located in Utah County, Utah, approximately 40 miles south of Salt Lake City, Utah, and adjacent to Provo City, Utah. The City estimated its 2023 population at 95,230 residents, making it the sixth most populous city in the State of Utah (the "State"). For additional information regarding the City, see "THE CITY"; "FINANCIAL INFORMATION REGARDING THE CITY"; "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023"; and "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY."

Authorization and Purpose of the Series 2024 Bonds

The Series 2024 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a resolution adopted by the City Council of the City (the "City Council") on May 28, 2024, which provides for the issuance of the Series 2024 Bonds; and (iii) a General Indenture of Trust dated as of July 1, 2024 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of July 1, 2024 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The Series 2024 Bonds are being issued for the purpose of (i) financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements (the "Series 2024 Project") and (ii) pay costs of issuance with respect to the Series 2024 Bonds. See "THE SERIES 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS."

---

* Preliminary; subject to change.

Security and Sources of Payment for the Series 2024 Bonds

The Series 2024 Bonds are special limited obligations of the City and are payable solely from, and are secured solely by, the Revenues and certain other moneys in funds and accounts held by the Trustee under the Indenture. The Revenues consist of all the revenues produced by sales and use taxes levied by the City under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended ("Utah Code") (the "Pledged Sales and Use Taxes"). See "SECURITY FOR THE BONDS" and "RISK FACTORS" herein.

The Series 2024 Bonds are the initial Series of Bonds to be issued under the General Indenture. The Indenture permits the issuance of additional bonds, noes or other obligations (the "Additional Bonds"), secured by the Revenues on a parity with the Series 2024 Bonds, but requires that the City provide certain certificates and opinions as a condition to the issuance of Additional Bonds. Included in these conditions is the requirement that the Revenues for any consecutive twelve-month period in the 24 months immediately preceding the issuance of Additional Bonds be equal to at least 200% of the maximum annual debt service on the Bonds then outstanding and the Additional Bonds proposed to be issued. See "SECURITY FOR THE BONDS—Additional Bonds" herein. The Series 2024 Bonds and any Additional Bonds issued under the Indenture are referred to collectively herein as the "Bonds."

The Series 2024 Bonds will not be a general obligation of the City or the State or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the ad valorem taxing power of the City or the taxing power of the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of principal of, premium, if any, and interest on the Series 2024 Bonds. The issuance of the Series 2024 Bonds shall not directly, indirectly or contingently obligate the City or the State or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for the payment of the Series 2024 Bonds. The City will not mortgage or grant a security interest in the improvements financed with the proceeds of the Series 2024 Bonds or any portion thereof to secure payment of the Series 2024 Bonds.

Pledged Sales and Use Taxes

The City presently levies on all taxable sales of goods and services in the City the Local Sales and Use Tax at the rate of 1.00%. The Pledged Sales and Use Taxes are collected by the Utah State Tax Commission and distributed monthly to the City. Distribution of revenues from the Local Sales and Use Tax is based on formulas that take into account the population of and taxable sales in all local governments in the State that impose a sales and use tax.

Based on the amount of Pledged Sales and Use Taxes for fiscal year ending June 30, 2023, of $32,060,847 [and anticipated fluctuations in retail sales], the City's estimate for the Pledged Sales and Use Taxes for the fiscal year ending June 30, 2024 is $32,000,500 (the "2024 Pledged Sales and Use Taxes"). For purposes of this Official Statement, the City estimates that the 2024 Pledged Sales and Use Taxes (assuming no decrease or growth) will provide approximately 43.3* times the maximum annual debt service requirement on the Series 2024 Bonds, which occurs in Fiscal Year [20___]*. See "SECURITY FOR THE BONDS—Pledged Sales and Use Taxes" herein.

State Pledge of Nonimpairment

In accordance with Section 11-14-307, Utah Code Annotated 1953, as amended, the State pledges and agrees with the holders of the Series 2024 Bonds that it will not alter, impair or limit the Pledged Sales and Use Taxes in a manner that reduces the amounts to be rebated to the City which are devoted or pledged for the payment of the Series 2024 Bonds until the Series 2024 Bonds, together with applicable interest, 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 holders of the Series 2024 Bonds. The City notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of all Pledged Sales and Use Taxes, or (iii) import any other aspect of Revenues, cannot be predicted by the City.

---

* Preliminary; subject to change.

Redemption Provisions

The Series 2024 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2024 BONDS—Redemption" herein.

Registration, Denominations, Manner of Payment

The Series 2024 Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2024 Bonds. Purchases of Series 2024 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Series 2024 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2024 Bonds.

Principal of and interest on the Series 2024 Bonds (interest payable April 15 and October 15 of each year, commencing [April 15, 2025]) are payable by U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Series 2024 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Bonds, as described under "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" below.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2024 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2024 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. The Series 2024 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel is also of the opinion that the interest on the Series 2024 Bonds is exempt from State of Utah individual income taxes.

See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2024 Bonds.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Series 2024 Bonds are offered, subject to prior sale, when, as and if issued and received by the Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by the office of the City Attorney. Certain legal matters will be passed on for the Underwriter by Quarles & Brady LLP. LRB Public Finance Advisors, Inc. has acted as Municipal Advisor to the City in connection with the issuance of the Series 2024 Bonds. It is expected that the Series 2024 Bonds, in book-entry form only, will be available to DTC or its agent on or about July 31, 2024.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the Series 2024 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2024 Bonds are qualified in their entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned document. Descriptions of the Indenture and the Series 2024 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. During the period of the offering of the Series 2024 Bonds, copies of the preliminary form of such document will be available from the "Contact Persons" as indicated below. Also see "APPENDIX B—FORM OF THE GENERAL INDENTURE" below.

Contact Persons

As of the date of this Official Statement, the chief contact person for the City concerning the Series 2024 Bonds is:

Brandon C. Nelson, CPA
Finance Director
City of Orem
56 North State
Orem, Utah 84057
(801) 229-7010
bcnelson@orem.gov

Additional requests for information may be directed to the Municipal Advisor:

Laura D. Lewis, Principal
LRB Public Finance Advisors, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
laura@lrbfinance.com

THE SERIES 2024 BONDS

General

The Series 2024 Bonds will be dated the date of their initial delivery, and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2024 Bonds will be payable semiannually on April 15 and October 15 of each year commencing [April 15, 2025]. The Series 2024 Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Series 2024 Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside front cover page hereof. Interest on the Series 2024 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2024 Bonds will be payable by check or draft mailed by the Paying Agent to the Registered Owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2024 Bonds will be payable at the principal corporate trust office of U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as Trustee and Paying Agent, or its successor upon presentation of the Series 2024 Bonds by the Registered Owners or their duly authorized agents on or after the date of maturity or redemption.

Redemption

[Optional Redemption. The Series 2024 Bonds maturing on or before April 15, 20___, are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on or after April 15, 20___, are subject to redemption prior to maturity in whole or in part at the option of the City on April 15, 20___, or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.]

[Mandatory Sinking Fund Redemption. The Series 2024 Bonds maturing on April 15, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (April 15)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2024 Bonds maturing on April 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 April 15, 20___, in such order of mandatory sinking fund date as shall be directed by the City.]

Selection for Redemption. If fewer than all of the Series 2024 Bonds of any maturity are to be redeemed, the portion of such maturity 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.

Notice and Effect of Redemption. In the event any of the Series 2024 Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in the Indenture. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2024 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar, at least 30 days but not more than 60 days prior to the date fixed for redemption. If at the time of mailing of any notice of optional redemption there is not on deposit with the Trustee moneys sufficient to redeem all the Series 2024 Bonds called for redemption, such notice will 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 Series 2024 Bonds to be redeemed and that if such moneys are not so received said notice is of no force and effect and the City is not required to redeem such Series 2024 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.

Book-Entry Only System

The Series 2024 Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC"), New York, New York, or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Series 2024 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Series 2024 Bonds for all purposes of the Series 2024 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2024 Bonds may be made in denominations described above. For a description of the book-entry only system, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Registration, Transfer, and Exchange

In the event that the book-entry-only system has been terminated, the Series 2024 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or their duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2024 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations. For every such exchange or transfer of the Series 2024 Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2024 Bonds, but may impose no other charge therefor. The Trustee and the City shall not be required to transfer or exchange any Series 2024 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 Series 2024 Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Series 2024 Bond for redemption.

"Regular Record Date" means, with respect to the Series 2024 Bonds, the fifteenth day immediately preceding each Interest Payment Date.

SECURITY FOR THE BONDS

The Series 2024 Bonds are special, limited obligations of the City, payable solely by a pledge and assignment of the Revenues and moneys on deposit in the funds and accounts established under the Indenture. The Series 2024 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity or the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2024 Bonds or any portion thereof to secure payments of the Series 2024 Bonds.

Pledged Sales and Use Taxes

The Pledged Sales and Use Taxes consist of a 1.00% Local Sales and Use Tax. The Local Sales and Use Tax Act provides that each city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies the Local Sales and Use Tax at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness. See "RISK FACTORS—Uncertainty of Economic Activity and Pledged Sales and Use Tax Revenues" and "—Legislative Changes to Sales Tax Statutes," herein.

The Pledged Sales and Use Taxes are levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients and sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%). The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the county for general fund purposes of the county, which sales and use taxes do not constitute Pledged Sales and Use Tax Revenues. In addition to the Local Sales and Use Tax, the City levies 0.1% to fund botanical and cultural facilities. Utah County (the "County"), in which the City is located, currently imposes sales and use taxes to fund public transportation, transportation infrastructure, and for general fund purposes of the County. None of these taxes are pledged as a component of Pledged Sales and Use Taxes. The total sales and use tax imposed in the City (not including certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by the County) is 7.45%.

Local sales and use taxes, including the Pledged Sales and Use Tax Revenues, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. Distribution of the Local Sales and Use Tax is based on a formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the "50/50 Distribution"). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution if such amount is greater than the 50/50 Distribution. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments. See "RISK FACTORS—Legislative Changes to Sales Tax Statutes," herein.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Historical Pledged Sales and Use Tax Revenues

A historical summary of the Pledged Sales and Use Taxes for the last ten fiscal years along with an estimate by the City of such revenues for fiscal year 2024 is shown below.

Historical Summary of Pledged Sales and Use Taxes

Fiscal Year Ended June 30	Sales Tax Revenues	Percent Change from Prior Year
2024	$32,000,500(1)	(0.19)%
2023	32,060,847	0.86
2022	31,788,779	13.52
2021	28,003,949	17.98
2020	23,736,910	4.41
2019	22,733,837	2.41
2018	22,197,956	7.16
2017	20,714,117	6.43
2016	19,462,915	3.36
2015	18,831,055	4.57
2014	18,007,572	n/a

(Source: For fiscal years 2014 through 2023, extracted from the City's Annual Comprehensive Financial Report for the fiscal year 2023.)

(1) Preliminary; subject to change. The amount shown is the City's estimated amount for fiscal year 2024.

The Largest Sales Tax Payers in the City

State law prohibits disclosure of information relating to specific payors of the sales and use taxes in the City. However, with respect to the specific sources of sales and use taxes for fiscal year 2023, the top ten taxpayers combined accounted for approximately 29.6% of all applicable sales occurring within the City. Such taxpayers primarily include large retailers, Internet retailers, construction materials suppliers, grocery stores, utilities, and auto retailers.

Debt Service Coverage

As shown above, the 2024 Pledged Sales and Use Taxes are expected to be approximately $32,000,500, and provide projected coverage of approximately 43.3* times the estimated maximum annual debt service requirement for

* Preliminary; subject to change.

the Series 2024 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2024 Bonds are maintained at the fiscal year 2024 amount. See "RISK FACTORS" herein.

Flow of Funds

All Revenues shall be accounted for by the City separate and apart from all other moneys of the City.

So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the City shall, on or before the tenth day of each month transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) approximately one-sixth of the interest falling due on the Bonds (or, if the first Interest Payment Date is less than six months away, the City shall allocate to the Revenue Fund an amount sufficient to total the interest payable on the Bonds in equal monthly installments) 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 City need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) if principal is due on the Bonds within the next succeeding twelve months, approximately one-twelfth of the Principal and premium, if any, falling due on the next succeeding Principal payment date established for the Bonds (or, if the first Principal payable on the Bonds is less than twelve months away, the City shall allocate to the Revenue Fund an amount sufficient to total the Principal payable on the Bonds in equal monthly installments); plus

(iii) if a Sinking Fund Installment is due on the Bonds within the next succeeding twelve months, approximately one-twelfth of the Sinking Fund Installment falling due on the next succeeding Sinking Fund Installment payment date (or, if the first Sinking Fund Installment is less than twelve months away, the City shall allocate to the Revenue Fund an amount sufficient to total the first Sinking Fund Installment on the Bonds in equal monthly installments);

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.

As a second charge and lien on the Revenues, the City shall on or before fifteen days prior to each Interest Payment Date replenish or repay, as applicable, the Debt Service Reserve Fund and/or the Reserve Instrument Fund as required by the Indenture.

Subject to making the foregoing deposits, the City 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.

Debt Service Reserve

There is no Debt Service Reserve Requirement for the Series 2024 Bonds and consequently no account in the Debt Service Reserve Fund will be funded with respect to the Series 2024 Bonds.

Additional Bonds

No additional indebtedness, bonds or notes of the City secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds will be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Bonds out of Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This provision will not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture 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 of the City to the effect that the Revenues 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 or other indebtedness to be outstanding 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 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 under the Indenture 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 the 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 under the Indenture or other obligations of the City (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 City.

The Series 2024 Bonds are the initial Series of Bonds issued pursuant to the Indenture. There are no other obligations outstanding that have a lien on the Revenues. The City does not plan to issue any Additional Bonds within the next three to five years, but reserves the right to issue such bonds as its capital needs require.

(The remainder of this page intentionally left blank.)

DEBT SERVICE SCHEDULE FOR THE SERIES 2024 BONDS

Payment Date	Principal*	Interest	Fiscal Total
4/15/2025	$405,000		
10/15/2025	–		
4/15/2026	290,000		
10/15/2026	–		
4/15/2027	305,000		
10/15/2027	–		
4/15/2028	320,000		
10/15/2028	–		
4/15/2029	340,000		
10/15/2029	–		
4/15/2030	355,000		
10/15/2030	–		
4/15/2031	375,000		
10/15/2031	–		
4/15/2032	390,000		
10/15/2032	–		
4/15/2033	410,000		
10/15/2033	–		
4/15/2034	430,000		
10/15/2034	–		
4/15/2035	455,000		
10/15/2035	–		
4/15/2036	475,000		
10/15/2036	–		
4/15/2037	500,000		
10/15/2037	–		
4/15/2038	525,000		
10/15/2038	–		
4/15/2039	550,000		
10/15/2039	–		
4/15/2040	580,000		
10/15/2040	–		
4/15/2041	605,000		
10/15/2041	–		
4/15/2042	635,000		
10/15/2042	–		
4/15/2043	670,000		
10/15/2043	–		
4/15/2044	700,000		
	$93,15,000*		

* Preliminary; subject to change.
(Source: The Municipal Advisor.)

4885-0845-5098, v. 4

THE SERIES 2024 PROJECT

A portion of the proceeds from the Series 2024 Bonds will be used to finance the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Series 2024 Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Series 2024 Bonds	$
[Net] Reoffering Premium	
Total	

Uses of Funds

Deposit to Construction Fund	$
Costs of Issuance(1)	
Total	

(1) Includes legal fees, rating agency fees, registrar, paying agent fees, underwriter's discount, municipal advisor fees, and other miscellaneous costs of issuance.

THE CITY

General

The City incorporated on May 5, 1919 and covers an area of approximately 19 square miles. It is located in the north central portion of Utah County, Utah, approximately 40 miles south of Salt Lake City, Utah and adjacent to Provo City, Utah. The City estimated its 2023 population to be approximately 95,230 residents, making it the sixth most populous city in the State.

The City can best be characterized as primarily residential with a commercial center which serves central Utah. The City is one of the major cities located along Interstate Highway I-15 in the County which create a continuous area of development from the north to the south end of the County. Utah Valley University, which has more than 43,000 full- and part-time students, is also located in the City.

Form of Government

The State statutes detail the functions to be performed by State municipalities. Title 10 of the Utah Code Annotated 1953, as amended (the "Utah Code"), generally sets out laws to provide for the incorporation, organization, and classification of cities and towns in proportion to population. The City is organized under the Council-Manager form. The city council of the City (the "City Council") consists of six councilmembers elected at large for staggered four-year terms and the Mayor, who is a voting member of the City Council. The Mayor presides at all City Council meetings. The Chief Executive Officer of the City is the City Manager who is appointed by the City Council.

Department heads are full-time employees of the City and are responsible for day-to-day operations within the policy framework of the City Council. They report to the City Manager, who in turn, reports to the Mayor and the City Council.

The principal powers and duties of State municipalities are to maintain law and order, abate nuisances, guard public health and sanitation, promote recreation, provide fire protection, and to construct and maintain streets, sidewalks, waterworks, and sewers. Municipalities may also operate electric, natural gas, and telecommunications systems. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes, and licensing procedures.

The current members of the City Council, the Mayor and the City administration, their respective tenures with the City and the expiration dates of their current terms are as follows:

Office	Person	Years of Service	Expiration of Term
Mayor	David Young	2	January, 2026
Councilmember	Jenn Gale	*	January, 2028
Councilmember	Chris Killpack	*	January, 2028
Councilmember	Jeff Lambson	4	January, 2028
Councilmember	Tom Macdonald	10	January, 2026
Councilmember	LaNae Millett	2	January, 2026
Councilmember	David Spencer	10	January, 2026
City Manager	Brenn Bybee	10	Appointed
Finance Director	Brandon C. Nelson	19	Appointed
City Attorney	Steve Earl	27	Appointed
City Recorder	Teresa McKitrick	6	Appointed

* Councilmembers Gale and Killpack are serving their first year on the City Council.
(Source: The City.)

Employee Workforce and Retirement System

The City currently employs approximately 465 full-time employees, approximately 690 part-time non-benefited employees, for a total employment of approximately 1,155 employees.

The City participates in cost-sharing multiple-employer public employee retirement plans which are defined benefit retirement plans covering public employees of the State and employees of participating local governmental entities provided through the Utah Retirement Systems (the "URS"). The URS is administered under the direction of the Utah State Retirement Board whose members are appointed by the Governor of the State. At June 30, 2023, the City had a net pension asset of $4,552,561 and a net pension liability of $6,124,517. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements— Note 5–Other Information—C.– Pension Plans."

The City also participates in a 401(k) defined contribution plan (the "401(k) Plan") and 457 deferred compensation plan (the "457 Plan"). The City matches amounts deferred by employees participating in the 457 Plan. For the FISCAL YEAR ENDED JUNE 30, 2023, the City's expense for the 401(k) Plan was approximately $302,000 or 0.80% of the total participants' salary and for the 457 Plan was approximately $1,460,000 or 3.89% of the total participants' salary. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements— Note 5–Other Information—D.– Employee Retirement Plans other than Pension Plans."

OPEB Liabilities

The City provides post-employment healthcare benefits to certain employees who retired from the City prior to January 1, 2007. The City reports that as of June 30, 2023, those programs apply to four people. As of January 1, 2022, the most recent actuarial valuation date, the amount of the unfunded liability for this program was approximately $61,720. The City's annual cost for this program for the fiscal year ending June 30, 2023, was $3,432. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 5–Other Information—E.– Other Postemployment Benefits."

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City maintains a self-insurance fund to account for and finance its uninsured risks of loss. Under this program, the self-insurance fund provides coverage for up to $15,000 for general liability claims, and property damage claims of $10,000. The City is insured through the Utah Risk Management Agency ("URMA") for liability and property damage claims in excess of coverage provided by the self-insurance fund for liability and property claims. While URMA pays for any liability and property claims exceeding the deductible amount, these claims are repaid by the City through a five-year recapture program. Thus, each year the City pays its annual premium plus a recapture component. As of June 30, 2023, the outstanding recapture program liability was $1,312,515. The City is also fully insured for worker's compensation claims. As of the date of this Official Statement, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the types of services the City provides. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 5. Other Information—A. Risk Management."

Investment of Funds

Investment of Operating Funds: The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code (the "Money Management Act") governs the investment of all public funds held by public treasurers in the State. The Money Management Act establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments, including qualified in-state and permitted out-of-state financial institutions, approved government agency securities, and investments in corporate securities carrying "top credit ratings." The Money Management Act also requires all securities to be delivered via payment to the treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. Approximately 89% of the City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), approximately 5% of the City funds are invested with the Zions Bank Institutional Liquidity Management Fund, approximately 6% of the City funds are invested with Moreton Asset Management Fund. A more detailed description of the Utah Treasurers' Fund is set forth below. For more information with respect to the City's investments, please see "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 4. Detailed Notes for All Funds—A. Deposits and Investments" and "–B. External Investment Pools and Managed Investment Funds."

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and competitive rate of return on short-term investments. All monies transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or S&P Global Ratings. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers' Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

Monies from the sale of obligations issued by the City or pledged to the payment therefor are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 4. Detailed Notes for All Funds—Deposits and Investments" and "–B. External Investment Pools and Managed Investment Funds."

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," and "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023."

DEBT STRUCTURE OF THE CITY

(as of July 1, 2024)

Outstanding Obligations of the City

OUTSTANDING SALES TAX REVENUE BONDS [1]

Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
2024[2]	Public Safety Facilities	$9,315,000*	April 15, 2044*	$9,315,000

[1] The City has a contingent liability in connection with its participation in the Utah Telecommunications Open Infrastructure Agency (the "UTOPIA Obligation"). The UTOPIA Obligation is payable from a subordinate pledge of the sales tax revenues received by the City. The maximum amount of sales and use tax revenues committed by the City for the year ended June 30, 2023 was $3,490,893, with a 2% increase per year through 2040 (to a maximum amount of $4,784,273). See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 5. Other Information—B. Contingent Liabilities" herein.

[2] For purposes of the Official Statement, the Series 2024 Bonds will be considered issued and outstanding.

* Preliminary; subject to change.

OUTSTANDING WATER, SEWER, AND STORM SEWER REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
2005B	Water	$3,000,000	July 15, 2025	$341,000
2013	Water & Storm Sewer Refunding	12,801,000	July 15, 2025	2,656,000
2016	Water & Storm Sewer Refunding	4,380,000	July 15, 2028	3,880,000
2021A	System improvements	29,320,000	July 15, 2046	27,980,000
2021B	Refunding/Exchange Bond	6,543,000	February 1, 2032	4,760,000
	Total			$39,617,000

OUTSTANDING GENERAL OBLIGATION BONDS

Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
2014	Refunding	$9,645,000	December 1, 2024	$1,080,000
2019	Fitness Center & Library	24,500,000	December 1, 2047	24,500,000
	Total			$25,580,000

Future Bond Issues

As noted above, the City does not plan to issue any Additional Bonds within the next three to five years, but reserves the right to issue such bonds as its capital needs require. [The City is considering an issuance of bonds in the next two to three years to finance improvements to the City's sewer facilities and system.]

No Defaulted Bonds

The City has no record of failing to pay principal and interest when due on any of its bonds, notes or other financial obligations.

Other Financial Considerations

As of June 30, 2023, the City has an outstanding note to the Department of Housing and Urban Development outstanding in aggregate principal amount of $289,930. The City has entered into various capital leases which as of June 30, 2023, had a present value of net minimum lease payments of $4,206,476. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 4. Detailed Notes for all Funds—I. Capital Leases" and "—J. Long-term Debt–Notes Payable" herein.

The City has a contingent liability in connection with its participation in the Utah Infrastructure Agency (the "UIA Obligation"). The UIA Obligation is payable from franchise tax revenues received by the City on a subordinate basis to any franchise tax-secured bonds issued by the City. The maximum annual amount of the UIA Obligation is $1,223,786. This obligation has not yet been called upon.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounting policies of the City conform to all generally accepted accounting principles for governmental units in general and the City in particular.

The accounts of the City are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements—Note 1. Summary of Significant Accounting Policies."

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds, and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures.

On or before the first regular meeting of the City Council in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the budget. After public notice and hearing, the budget is adopted by the City Council.

Prior to June 30 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Financial Controls

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the City has also implemented additional controls to enhance fiscal responsibility. Among other things, those controls will not permit a requisition to be entered into the purchasing system unless the appropriated funds are available. Furthermore, an official of the City must check for sufficient funds again prior to the purchase order being issued and again before the payment check is issued. Voucher payments are also controlled by City officials for sufficient appropriations.

Management's Discussion and Analysis

In accordance with government accounting standards, the City prepares a discussion and analysis of its operations. The management's discussion and analysis of its operations for the FISCAL YEAR ENDED JUNE 30, 2023 is included in the City's audit. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Management's Discussion and Analysis" herein.

Financial Summary

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2019 through 2023. The summary itself is unaudited. A copy of the City's audited basic financial statements for FISCAL YEAR ENDED JUNE 30, 2023 is appended hereto as "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2023."

(Remainder of this page intentionally left blank.)

CITY OF OREM
Statement of Net Position – Primary Government
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
ASSETS					
Cash and Cash Equivalents	$132,064,874	$116,204,662	$102,703,626	$97,506,625	$79,194,159
Investments	16,861,207	14,166,164	9,317,181	9,977,170	13,736,662
Receivables (Net)	6,162,553	6,142,316	5,856,588	5,535,650	5,352,614
Property & Other Taxes Receivable	13,613,830	12,526,768	11,953,100	10,708,465	10,566,378
Special Assessments Receivable	37,660	33,741	34,732	32,917	33,817
Intergovernmental Receivables	179,249	257,859	369,172	5,096,995	158,668
Notes Receivable	487,093	217,859	205,021	188,829	148,310
Leases Receivable	2,264,741	2,886,488	–	–	–
Prepaid Expenses	53,914	78,171	500,595	80,111	65,983
Inventory	371,945	402,448	339,489	341,494	322,563
Restricted Assets:					
Cash & Cash Equivalents					
Debt Service	4,605,389	4,489,941	3,872,279	4,617,624	5,531,056
Capital Improvements	68,755,530	73,847,256	73,520,635	27,781,410	38,817,874
Other Purposes	7,099,665	6,806,789	5,139,213	3,368,661	4,026,104
Receivables					
Debt Service	2,281,913	2,285,476	1,480,321	1,474,796	1,578,201
Capital Improvement Projects	2,332,133	2,149,578	2,336,443	2,960,740	3,092,124
Other Purposes	1,172,574	1,564,175	1,566,758	1,527,587	1,265,141
Investments-Debt Service	2,619,621	2,568,257	2,517,899	2,468,527	2,420,126
Investments-CIP	2,070,347	3,938,600	2,946,602	2,150,459	2,083,122
Net Pension Assets	4,552,561	22,176,156	5,804,766	2,426,403	–
Non-depreciable Capital Assets	109,260,213	90,135,376	113,309,127	95,181,240	74,917,970
Depreciable Capital Assets (net)	208,252,441	209,261,146	177,566,235	166,971,306	165,098,470
Total Assets	585,099,453	572,139,226	521,339,782	440,397,009	408,409,342
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Loss on Debt Refundings	384,891	539,217	699,056	858,894	1,018,733
Pensions	9,844,850	7,927,196	7,632,033	7,252,573	12,856,808
Total Deferred Outflows of Resources	10,229,741	8,466,413	8,331,089	8,111,467	13,875,541
Total Assets & Deferred Outflows	$595,329,194	$580,605,639	$529,670,871	$448,508,476	$422,284,883

Continued on next page

CITY OF OREM
Statement of Net Position – Primary Government
(This summary has not been audited.)

Continued from prior page . . .

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
LIABILITIES					
Accounts Payable	$7,143,767	$3,760,711	$4,579,246	$2,837,439	$2,968,858
Customer Deposits	9,129,302	8,405,447	6,004,694	6,383,230	7,111,975
Accrued Liabilities	2,082,137	1,837,636	2,718,094	2,586,001	1,499,163
Unearned Revenues	16,377,020	18,384,979	10,268,063	1,579,005	1,937,995
Accrued Interest Payable	952,250	989,151	649,376	462,025	626,358
Liabilities Payable from Restricted Assets	560,290	1,350,927	839,821	761,614	518,833
Due Within One Year	8,744,738	8,500,040	7,449,874	7,139,095	7,140,475
Due in More Than One Year	85,601,070	84,756,192	92,243,090	66,348,745	80,444,274
Total Liabilities	130,590,574	127,985,084	124,752,258	88,197,155	102,247,931
DEFERRED INFLOWS OF RESOURCES					
Deferred Revenues - Property Taxes	10,991,913	9,385,476	8,735,321	9,549,220	9,589,742
Leases	2,264,741	2,886,488	–	–	–
Pensions	198,577	23,704,447	11,939,511	6,714,582	1,204,126
Total Deferred Inflows of Resources	13,455,231	35,976,411	20,674,832	16,263,802	10,793,868
NET POSITION					
Net Investment in Capital Assets	254,460,927	237,256,937	231,543,448	212,810,310	203,508,584
Restricted for Debt Service	7,225,010	7,058,198	6,390,178	7,086,151	7,966,529
Restricted for Capital Improvements	31,442,920	33,220,161	65,348,378	20,050,130	42,203,611
Restricted for Capital Improvements (Impact Fees)	4,736,740	–	–	–	–
Restricted for Pensions	4,552,561	22,176,156	5,804,766	2,426,403	–
Restricted for Community Development	12,178,785	12,693,720	10,406,252	4,048,008	3,832,719
Unrestricted	136,686,446	104,238,973	64,750,760	97,726,518	51,731,641
Total Net Position	451,283,389	416,644,145	384,243,782	344,147,520	309,243,084
Total Liabilities, Deferred Inflows, & Net Position	$595,329,194	$580,605,640	$529,670,871	$448,508,476	$422,284,883

(Source: The City's audited basic financial statements for the fiscal years 2019 through 2023. This summary itself is unaudited.)

CITY OF OREM
Balance Sheet—General Fund
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
ASSETS					
Cash and Cash Equivalents	$31,326,807	$24,363,123	$23,886,609	$12,619,644	$10,270,762
Investments	16,861,207	14,166,164	9,317,181	9,977,170	13,736,662
Receivables (Net)	1,352,673	952,910	821,367	720,497	799,495
Property Taxes Receivable	7,250,000	5,750,000	5,700,000	5,664,424	5,601,541
Other Taxes Receivable	6,363,830	6,776,768	6,253,100	5,044,041	4,964,837
Special Assessments Receivable	37,660	33,741	34,732	32,917	33,817
Intergovernmental Receivables	116,237	110,610	112,169	4,940,884	79,929
Due from Other Funds	165,510	152,778	174,809	–	–
Prepaids	34,497	47,512	413,604	49,995	36,328
Restricted Cash & Cash Equivalents					
Debt Service	871,272	854,187	837,438	821,018	804,920
Capital Improvements	15,780,913	16,761,405	9,054,045	1,610,179	1,641,990
Other Purposes	1,967,770	2,328,413	1,474,480	1,159,561	899,007
Restricted Receivables					
Capital Improvement Projects	872,133	799,578	781,443	550,740	682,124
Other Purposes	114,507	206,515	178,673	136,836	185,649
Restricted Investments					
Debt Service	2,619,621	2,568,257	2,517,899	2,468,527	2,420,126
Capital Improvement Projects	2,070,347	3,938,600	2,946,602	2,150,459	2,083,122
Total Assets	$87,804,984	$79,810,561	$64,504,151	$47,946,892	$44,240,309
LIABILITIES					
Accounts Payable	2,739,951	430,871	667,485	447,398	455,566
Customer Deposits	9,014,261	8,289,676	5,901,514	6,176,235	6,998,972
Accrued Liabilities	1,528,218	1,464,056	2,103,103	2,159,256	1,609,713
Unearned Revenues	15,071,826	16,982,960	8,898,372	1,170,584	1,286,155
Liabilities Payable from Restricted Assets	560,290	1,350,927	839,821	761,614	518,833
Total Liabilities	28,914,546	28,518,490	18,410,295	10,715,087	10,869,239
DEFERRED INFLOWS					
Deferred Revenues-Property Taxes	7,250,000	5,750,000	5,700,000	5,664,424	5,601,541
Deferred Revenues-Receivables	772,012	435,130	261,517	215,383	275,112
Total Deferred Inflows of Resources	8,022,012	6,185,130	5,961,517	5,879,807	5,876,653
FUND BALANCES					
Nonspendable	34,497	47,512	413,604	49,995	36,328
Restricted	12,310,124	12,133,985	10,183,252	8,722,475	8,673,237
Assigned	11,063,811	10,888,833	11,110,974	10,203,415	4,836,744
Unassigned	27,459,994	22,036,611	18,424,509	12,376,113	13,948,108
Total Fund Balances	50,868,426	45,106,941	40,132,339	31,351,998	27,494,417
Total Liabilities, Deferred Inflows, & Fund Balances	$87,804,984	$79,810,561	$64,504,151	$47,946,892	$44,240,309

(Source: The City's audited basic financial statements for the fiscal years 2019 through 2023. This summary itself is unaudited.)

CITY OF OREM
Statement of Revenues, Expenditures and Changes in Fund Balances – Total Governmental Funds
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
REVENUES					
Taxes & Special Assessments	58,544,226	57,116,443	52,702,373	$47,401,515	$43,735,686
Licenses & Permits	1,654,707	2,293,007	2,047,433	1,661,515	2,564,527
Intergovernmental	10,195,381	6,026,663	9,006,531	9,989,011	4,827,536
Charges for Services	10,553,550	10,359,796	9,727,927	8,702,243	8,912,692
Fines & Forfeitures	1,537,815	1,386,493	1,219,631	1,386,474	1,736,445
Charges for Services -Other Funds	5,523,217	5,200,482	4,761,991	5,039,118	4,813,925
Impact Fees	369,980	1,630,100	1,017,553	753,507	1,812,117
Investment Earnings	4,800,457	551,304	430,893	2,061,462	2,286,635
Miscellaneous Revenue	2,337,375	2,312,314	2,692,884	1,816,174	1,362,254
Total Revenues	95,516,708	86,876,602	83,607,216	78,811,019	72,051,817
EXPENDITURES					
Current:					
General government	16,987,348	15,579,725	15,264,157	14,730,287	14,378,024
Public Safety	31,510,427	28,681,857	25,742,327	24,553,748	23,577,274
Highways & Public Improvements	3,803,027	3,220,509	3,214,068	3,226,153	3,195,426
Parks, Recreation & Arts	9,046,919	8,864,969	8,155,277	7,940,137	7,889,131
Economic & Physical Devp.	724,944	1,070,331	837,027	601,842	792,306
Redevelopment	1,190,792	1,229,620	1,051,628	913,706	911,069
Debt Service - Principal	1,328,000	1,358,000	1,432,255	1,527,961	1,820,799
Debt Service - Interest	4,698,223	4,666,394	4,639,423	4,935,277	3,444,453
Bond Issuance Costs	–	–	–	–	250,279
Capital Leases - Principal	465,000	455,000	444,000	435,000	426,000
Capital Leases - Interest	89,589	99,043	108,284	117,353	126,221
Capital Outlay	17,994,498	9,275,938	29,124,011	27,476,266	6,743,546
Total Expenditures	87,838,767	74,501,386	90,012,457	86,457,730	63,554,528
Excess (Deficiency) of Revenues/Expenditures	7,677,941	12,375,216	(6,405,241)	(7,646,711)	8,497,289
OTHER FINANCING SOURCES (USES)					
Proceeds from Asset Disposals	183,936	372,664	594,136	704,035	155,055
Investments – FMV Change	–	(1,480,830)	–		
Issuance of Bonds & Other Debt	–	–	–	–	24,500,000
Bond Premium/(Bond Refunding Agent Payment)	–	–	–	–	3,709,763
Transfers In	12,073,370	12,610,080	14,840,756	12,071,658	14,702,520
Transfers out	(10,527,348)	(10,728,086)	(13,384,575)	(11,672,376)	(13,996,801)
Total Other Financing Sources/(Uses)	1,729,958	773,828	2,050,317	1,103,317	29,070,537
Net Change in Fund Balance	9,407,899	13,149,044	(4,354,924)	(6,543,394)	37,567,826
Fund Balance - Beginning	89,496,484	73,347,440	80,702,364	87,245,758	49,677,932
Fund Balance - Ending	$98,904,383	$86,496,484	$76,347,440	$80,702,364	$87,245,758

(Source: The City's audited basic financial statements for the fiscal years 2019 through 2023. This summary itself is unaudited.)

RISK FACTORS

The purchase of the Series 2024 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2024 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below; however, it is not intended to be a complete representation of all the possible risks involved:

Series 2024 Bonds are Limited Obligations

The Series 2024 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Sales and Use Taxes. The Series 2024 Bonds do not constitute a general obligation indebtedness nor are they secured by a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements refinanced with the proceeds of the Series 2024 Bonds or any portion thereof to secure payment of the Series 2024 Bonds.

Limitation on Increasing Rates for Pledged Sales and Use Taxes

The City currently levies the maximum rate allowed under State law for the Pledged Sales and Taxes. No assurance can be given that the Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Series 2024 Bonds and the City is limited by State law in its ability to increase the rate of such taxes.

Uncertainty of Economic Activity and Sales Tax Revenues

The amount of Pledged Sales and Use Taxes to be collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. [The top ten sales tax payers to the City for fiscal year 2023 accounting for approximately 29.5% of Pledged Sales and Use Taxes for that year. If one or more of these entities were to relocate out of the City, that could have an adverse material effect on the amount of Pledged Sales and Use Taxes received by the City. The City notes, however, that (i) the 50/50 distribution formula helps to mitigate that risk and (ii) one of the largest sources of Pledged Sales and Use Taxes comes from Internet sales.] Any one or more of these factors could result in the City receiving less Pledged Sales and Use Taxes than anticipated. During periods in which economic activity declines, Pledged Sales and Use Taxes are likely to fall as compared to an earlier year.

Legislative Changes to Sales Tax Statutes

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales and Use Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales and Use Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State.

The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect Pledged Sales and Use Taxes at some point in the future. Consequently, no assurance can be given that the Revenues from Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Bonds, and the City is limited by State law in its ability to increase the rate of such taxes.

No Reserve Fund Requirement for the Series 2024 Bonds

Pursuant to the Indenture, each Series of Bonds may be secured by a separate subaccount in the Debt Service Reserve Fund. Upon the issuance of the Series 2024 Bonds there will be no funding of a subaccount of the Debt Service Reserve Fund with respect to the Series 2024 Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City, including those used in the operation of the System, to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not been the subject of a materially successful cyberattack. The City believes it has made all reasonable efforts to put measures in place to prevent any such attack and that the information systems of the City are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-liability.

Natural Disasters and Infectious Disease Outbreak

The City, like other communities in the State, may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the City which could result in a decrease in retail sales thereby reducing the amount of Pledged Sales and Use Taxes available to pay debt service on the Series 2024 Bonds. The City may also be subject to local, national, or global outbreaks of infectious disease, such as COVID-19. The City cannot predict what impact future infectious disease outbreaks will ultimately have on future collections of the Pledged Sales and Use Taxes and City operations.

LEGAL MATTERS

General

The authorization and issuance of the Series 2024 Bonds are subject to the approval of Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Steve Earl, Esq., the City Attorney. Certain legal matters will be passed on for the Underwriter by Quarles & Brady LLP. The approving opinion of Bond Counsel will be delivered with the Series 2024 Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX D of this Official Statement will be made available upon request from the contact person as indicated under "INTRODUCTION—Contact Persons" above.

Absence of Litigation

The City Attorney reports that lawsuits have been filed against the City and/or its employees, involving contract, tort and civil rights matters. The City has a statutory obligation to defend and indemnify its officers and employees for lawsuits arising from acts of the employee while in the scope and course of employment. In the event the fund is not sufficient to pay any outstanding judgment or judgments, the City has the ability under State law to levy a limited ad valorem tax to pay such judgments. This tax levy is separate and apart from the other taxing powers of the City.

The City Attorney has officially advised that, to the best of his knowledge after due inquiry, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the Series 2024 Bonds.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2024 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2024 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2024 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2024 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Series 2024 Bonds:

Federal Tax Exemption. The interest on the Series 2024 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2024 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

No Bank Qualification. The Series 2024 Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

State of Utah Tax Exemption. The interest on the Series 2024 Bonds is exempt from State of Utah individual income taxes.

Bond counsel's opinions are provided as of the date of the original issue of the Series 2024 Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2024 Bonds in gross income for federal and State of Utah income tax purposes retroactive to the date of issuance of the Series 2024 Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2024 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[*Original Issue Discount*. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2024 Bond over its issue price. The stated redemption price at maturity of a Series 2024 Bond is the sum of all payments on the Series 2024 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2024 Bond is generally the first price at which a substantial amount of the Series 2024 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2024 Bond during any accrual period generally equals (1) the issue price of that Series 2024 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2024 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2024 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series

2024 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[*Original Issue Premium*. For federal income tax purposes, premium is the excess of the issue price of a Series 2024 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2024 Bond is the sum of all payments on the Series 2024 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2024 Bond is generally the first price at which a substantial amount of the Series 2024 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2024 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2024 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2024 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2024 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2024 Bond, an owner of the Series 2024 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2024 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2024 Bond. To the extent a Series 2024 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2024 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2024 Bonds, and to the proceeds paid on the sale of the Series 2024 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2024 Bonds should be aware that ownership of the Series 2024 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2024 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2024 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2024 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2024 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, as the underwriter of the Bonds (the "Underwriter"), has agreed, subject to certain conditions, to purchase all of the Series 2024 Bonds from the City at a purchase price of $__________ (being the par amount of the Series 2024 Bonds [plus/less] [net] original issue [premium/discount] of $__________ and less Underwriter's discount of $__________) and to make a public offering of the Series 2024 Bonds. The Series 2024 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) at prices lower than the offering prices set forth on the cover page of this Official Statement and such public offering prices may be changed from time to time.

Although the Underwriter expects to maintain a secondary market in the Series 2024 Bonds after the initial offering, no guarantee can be given concerning the future existence of such a secondary market or its maintenance by the Underwriter or others.

MUNICIPAL ADVISOR

The City has engaged LRB Public Finance Advisors, Inc., Salt Lake City, Utah (the "Municipal Advisor"), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Series 2024 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors relating to the sale of the Series 2024 Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2024 Bonds.

BOND RATINGS

[S&P Global Ratings ("S&P")] [and Fitch Ratings ("Fitch")] have assigned ratings of "[___]" and "[___]," respectively, to the Series 2024 Bonds. An explanation of such ratings may be obtained from the agency furnishing such rating. There is no assurance that any rating assigned to the Series 2024 Bonds will be maintained for any period of time or that such rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2024 Bonds.

Such ratings are not to be construed as a recommendation of the rating agencies to buy, sell or hold the Series 2024 Bonds, and the rating assigned by any rating agency should be evaluated independently. Except as may be required by the undertaking described under the heading "CONTINUING DISCLOSURE UNDERTAKING," neither the City nor the Underwriter undertake responsibility to bring to the attention of the owners of the Series 2024 Bonds any proposed change in or withdrawal of such rating or to oppose any such revision or withdrawal.

CONTINUING DISCLOSURE UNDERTAKING

The City, for the benefit of the beneficial owners of the Series 2024 Bonds, will execute a continuing disclosure undertaking (the "Undertaking") pursuant to which the City will send certain information annually and provide notice of certain events to the Municipal Securities Rulemaking Board ("MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission. See "APPENDIX E—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING" below.

[Within the past five years, __________].

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2024 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2024 Bonds and their market price.

MISCELLANEOUS

Independent Accountants

The financial statements of the City as of June 30, 2023, and for the year then ended, included in this Official Statement have been audited by Larson & Company, P.C., Spanish Fork, Utah ("Larson & Co."), as stated in its report in APPENDIX A to this Official Statement. Larson & Co. has not been asked regarding the use of its name and its report on the financial statements of the City for the FISCAL YEAR ENDED JUNE 30, 2023, in this Official Statement.

Copies of the City's comprehensive annual financial report may be obtained upon request from the City's Finance Department, 56 North State Street, Orem, Utah 84057.

Additional Information

All quotations contained herein from and summaries and explanations of, the State Constitution, statutes, programs and laws of the State, court decisions and the Indenture, do not purport to be complete, and the reference is made to said State Constitution, statutes, programs, laws, court decisions and the Indenture for full and complete statements of their respective provisions.

This Preliminary Official Statement is in a form "deemed final" by the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

This Official Statement and its distribution and use have been duly authorized by the City.

CITY OF OREM, UTAH

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX B

FORM OF THE GENERAL INDENTURE

[*To be attached when posting*]

APPENDIX C

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY

[*Bond counsel to check for updates*]

County and State Population

Year	County	% Change	State	% Change
2023	719,174	2.3%	3,417,734	1.1%
2022	702,692	2.4	3,381,236	1.3
2021	685,973	4.0	3,339,284	2.1
2020 Census	659,399	3.6	3,271,616	2.0
2019	636,235	2.4	3,205,958	1.7
2018	621,520	2.4	3,153,550	1.7
2017	606,742	2.8	3,101,042	1.9
2016	590,288	3.1	3,041,868	2.0
2015	572,667	2.1	2,981,835	1.5
2014	560,649	1.7	2,936,879	1.4
2013	551,273	2.1	2,897,640	1.6
2012	539,685	–	2,853,375	–
2010 Census	516,564	–	2,763,885	–

(Source: U.S. Census Bureau estimates as of July 1 for years 2012-2019 and 2021-2023, and 2010 and 2020 Census counts are as of April 1.)

Rate of Unemployment – Annual Average

Year	County	State	United States
2023	2.6%	2.6%	3.6%
2022	2.2	2.4	3.6
2021	2.4	2.8	5.3
2020	3.9	4.8	8.1
2019	2.3	2.5	3.7
2018	2.7	2.9	3.9

(Source: Utah Department of Workforce Services and the U.S. Department of Labor.)

Economic Indicators in the County

LABOR FORCE [1]	2022	2021	2020	2019	2018
Labor Force (annual average)	344,947	332,018	316,642	309,866	301,683
Employed (annual average)	337,405	324,289	304,605	302,523	293,624
Unemployed (annual average)	7,542	7,729	12,037	7,343	8,059
Average Employment (Non-Farm Jobs)	302,222	288,842	268,803	268,093	259,988
% Change Prior Year	*4.63*	*7.45*	*0.26*	*3.12*	*9.04*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	1,172	1,265	1,222	1,228	1,189
Mining	271	256	170	150	133
Utilities	709	659	643	637	632
Construction	29,726	27,015	25,920	25,062	24,704
Manufacturing	22,937	21,044	19,413	19,680	19,119
Wholesale Trade	7,988	7,838	7,180	7,104	7,152
Retail Trade	34,278	35,993	33,093	33,160	32,954
Transportation & Warehousing	6,486	6,530	5,618	5,193	5,036
Information	15,834	15,073	13,988	14,159	13,119
Finance & Insurance	9,407	9,371	7,177	6,096	5,814
Real Estate and Rental & Leasing	3,583	3,499	3,215	3,165	2,995
Professional, Scientific & Technical Services	26,321	23,555	22,218	21,944	21,363
Management of Companies & Enterprises	2,621	1,919	1,851	1,715	1,559
Administrative, Support, Waste Management, & Remediation	17,683	17,932	16,075	15,637	15,211
Education Services	45,056	43,693	42,968	43,930	43,337
Health Care & Social Assistance	36,066	34,536	32,763	32,000	30,501
Arts, Entertainment, & Recreation	6,195	5,309	4,634	5,274	4,834
Accommodation & Food Services	22,360	20,354	18,444	19,747	18,598
Other Services & Unclassified Establishments	7,061	6,536	5,899	5,977	5,670
Public Administration	6,560	6,465	6,311	6,233	6,070
Total Establishments	21,388	22,372	20,858	19,929	18,870
Total Wages ($Millions)	17,122.9	15,498.6	13,729.4	12,756.4	11,505.6

INCOME AND WAGES	2022	2021	2020	2019	2018
Total Personal Income ($000) [2]	37,799,679	35,046,435	31,308,760	28,201,378	25,123,694
Median Household Income [1]	n/a	n/a	81,804	79,505	75,296
Per Capita Income [2]	53,812	51,103	47,183	43,621	39,784
Average Monthly Nonfarm Wage [1]	4,721	4,471	4,256	3,965	3,688

SALES & CONSTRUCTION	2022	2021	2020	2019	2018
Gross Taxable Sales ($000,000) [3]	17,488.6	15,630.7	12,811.2	11,242.7	10,164.4
New Dwelling Units [4]	8,555	12,430	8,436	7,314	6,709
Total Construction Value ($000) [4]	3,432,366.7	4,056,859.5	3,192,226.5	2,618,932.1	2,351,324.7
New Residential Value ($000) [4]	2,239,401.0	2,890,112.7	2,056,615.4	1,781,204.9	1,633,741.0
New Nonresidential Value ($000)[4]	877,996.9	833,194.9	855,962.9	582,391.5	521,700.4

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2023; (3) Utah State Tax Commission; (4) University of Utah Ivory-Boyer Construction Database.)

Major Employers in the County

The following is a list of some of the largest employers in the County.

Company	Industry	Employment Range
Brigham Young University	Higher Education	15,000-19,999
Wal-Mart Associates	Warehouse Clubs and Supercenters	7,000-19,999
Alpine School District	Public Education	7,000-9,999
Utah Valley University	Higher Education	5,000-6,999
Intermountain Health Care	Health Care	5,000-6,999
Nebo School District	Public Education	3,000-3999
Vivint	Building Equipment Contractors	3,000-3999
State Of Utah	State Government	3,000-3999
Doterra International	Essential Oils Distribution	2,000-2,999
Smith's Food And Drug	Grocery Stores	2,000-2,999
Young Living	Supplement Retailers	2,000-2,999
Adobe Systems Incorporated	Software Publishers	1,000-1,999
Central Utah Medical Clinic	Health Care	1,000-1,999
Provo City School District	Public Education	1,000-1,999
Splash Summit Resort	Amusement and Recreation	1,000-1,999
Qualtrics	Computer Programming Services	1,000-1,999
Core Innovative Solutions	Amusement and Recreation	1,000-1,999
US Postal Service	Postal Service	1,000-1,999
Tpon LLC	Health Care	1,000-1,999
Chrysalis Utah	Health Care	1,000-1,999
Provo City Corporation	Local Government	1,000-1,999
Utah County Government	Local Government	1,000-1,999
Costco Wholesale	Warehouse Clubs and Supercenters	1,000-1,999
Nestle Prepared Foods Company	Food Manufacturing	1,000-1,999
Texas Instruments Incorporated	Semiconductor & Related Device Manufacturing	1,000-1,999
Entrata	Information Services	1,000-1,999
Cascade Stucco And Exteriors	Specialty Contractors	500-999
RBD Acquisition Sub	Janitorial Services	500-999
Costa Vida Holdings	Restaurants	500-999
City Of Orem	Local Government	500-999
Lehi City	Local Government	500-999
Nature's Sunshine Products	Manufacturing	500-999
Alpine Building	Construction	500-999
US Synthetic Corporation	Manufacturing	500-999
Weave Communications, Inc.	Computer Programming Services	500-999
United Parcel Service	Couriers	500-999
Associated Retail Operations	Grocery Stores	500-999
Myfamily.Com Inc	Information Services	500-999
Repdrive	Software Publishers	500-999
Cafe Rio	Restaurants	500-999
Gohealth	Insurance Agencies	500-999
Wasatch Mental Health Services	Health Care	500-999
Frederico's Drywall	Specialty Contractors	500-999
Timpanogos Regional Medical Service	Health Care	500-999
Home Depot USA	Home Centers	500-999
Rocky Mountain ATV	Amusement and Recreation	500-999
Mountain Country Foods	Food Manufacturing	500-999
Domo	Software Publishers	500-999
Xactware Solutions	Information Services	500-999
Smart Home Pros	Security Systems Services	500-999
Purple Innovation	Manufacturing	500-999
Sunrun	Specialty Contractors	500-999
Storyteller Canyon	Accommodations	500-999
Henry Schein One	Software Publishers	500-999
Moneydesktop	Software Publishers	500-999
Edge Construction	Specialty Contractors	500-999
Springville City	Local Government	500-999
Target	Warehouse Clubs and Supercenters	500-999

(Source: Utah Department of Workforce Services; last updated October 2023.)

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form:

We have acted as bond counsel for the City of Orem, Utah (the "Issuer"), in connection with the issuance by the Issuer of its $___________ Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds") pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and other applicable provisions of law; (ii) a resolution adopted by the City Council of the Issuer on May 28, 2024, which provides for the issuance of the Series 2024 Bonds; and (iii) a General Indenture of Trust dated as of July 1, 2024 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of July 1, 2024 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the Issuer and U.S. Bank Trust Company, National Association, as trustee. The Series 2024 Bonds are being issued for the purpose of (i) financing the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City's Public Safety Building, including the purchase of public safety vehicles and equipment, and all related improvements and (ii) paying costs of issuance with respect to the Series 2024 Bonds.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our `opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2024 Bonds.

2. The Series 2024 Bonds are valid and binding special obligations of the Issuer payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2024 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any State of Utah constitutional provision or statutory limitation, nor a charge against the full faith and credit or ad valorem taxing power of the Issuer.

3. The interest on the Series 2024 Bonds [(including any original issue discount properly allocable to an owner thereof)] is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2024 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2024 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2024 Bonds.

4. The interest on the Series 2024 Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2024 Bonds.

The rights of the holders of the Series 2024 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Orem, Utah (the "City"), in connection with the issuance of the City's Sales Tax Revenue Bonds, Series 2024 in the aggregate principal amount of $__________ (the "Series 2024 Bonds"). The Series 2024 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as and other applicable provisions of law; (ii) a resolution adopted by the City Council of the City on May 28, 2024, which provides for the issuance of the Series 2024 Bonds; and (iii) a General Indenture of Trust dated as of July 1, 2024 (the "General Indenture"), as supplemented by a Fist Supplemental Indenture of Trust dated as of July 1, 2024 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank Trust Company, National Association, as trustee. The City covenants and agrees as follows:

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule and the only "obligated person" with respect to the Series 2024 Bonds. In connection with the aforementioned transactions, the City covenants and agrees as follows:

1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2024 Bonds and in order to assist the Participating Underwriters in complying with the Rule (each as defined herein).

2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means the Annual Report provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Bonds (including persons holding Series 2024 Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the City dated [_____________], 2024, relating to the Series 2024 Bonds.

"Participating Underwriter" shall mean Stifel, Nicolaus & Company, Incorporated, as original underwriter of the Series 2024 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report and shall, or shall cause the Dissemination Agent to, not later than two hundred ten (210) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended June 30, 2024, provide to the MSRB, the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent, if other than the City, shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report has been provided to the MSRB by the dates required in Section 3(a), the Dissemination Agent (or the City) shall, in a timely manner, send a notice of a failure to file the Annual Report to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the City, as appropriate, certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in the tables under the heading "SECURITY FOR THE BONDS—Historical Sales Tax Revenues."

Any or all of the items listed above may be included by specific reference to other documents, including Official Statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final Official Statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2024 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds or other material events affecting the tax status of the Series 2024 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2024 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2024 Bonds;

(v) Series 2024 Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2024 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Series 2024 Bondholders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024 Bonds. If such termination occurs prior to the final maturity of the Series 2024 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent. The initial Dissemination Agent shall be the City.

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2024 Bonds, or the type of business conducted;

(a) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2024 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver either (i) is approved by the Bondholders of the Series 2024 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Series 2024 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence

of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2024 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture or the Lease, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2024 Bonds.

12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders and Beneficial Owners from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: ___________, 2024.

CITY OF OREM, UTAH

(SEAL)

By:____

Mayor

ATTEST:

____

City Recorder

4885-0845-5098, v. 4

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.