PROVO MUNICIPAL COUNCIL

Redevelopment Agency Governing Board
Stormwater Service District Governing Board
Regular Meeting Agenda

5:30 PM, Tuesday, December 16, 2025
Council Chambers (Room 100)
Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or
https://www.youtube.com/provocitycouncil

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: youtube.com/provocitycouncil and facebook.com/provocouncil. If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

TO MAKE A VIRTUAL PUBLIC COMMENT:
To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

December 16 Council Meeting: Dial 346 248 7799. Enter Meeting ID 881 7062 9237 and press #. When asked for a participant ID, press #. To join via computer, visit zoom.us and enter the meeting ID and passcode: 185104.

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening Ceremony

Prayer

Pledge of Allegiance

Presentations, Proclamations, and Awards

1 A presentation recognizing outgoing elected officials for their years of service to Provo City. (25-007)

2 A ceremony recognizing Provo City Employee of the Month (25-007)

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.
Please limit your comments to two minutes.
State Law prohibits the Council from acting on items that do not appear on the agenda.

Action Agenda

3 A resolution consenting to board and commission appointments. (25-031)

4 A resolution authorizing a conservation easement for city-owned parcels in Provo Canyon. (25-086)

5 An ordinance amending Provo City Code regarding the Neighborhood District Program map. (25-093)

6 An ordinance amending Provo City Code Chapter 5.09 (Recreation, Arts, and Parks Tax) providing for the imposition, collection, and distribution of a local sales and use tax to fund recreation, arts, and parks. (25-076)

7 An ordinance amending the authority to settle claims under Provo Code Section 3.10.050. (25-111)

8 An ordinance amending the Provo City Code Chapter 9.51.010 (25-101)

9 An ordinance amending Provo City Code 4.04.100 to allow pension-eligible employees to receive matching 401(k) contributions from the city (25-109)

10 A public hearing to receive input from the public with respect to the issuance of up to $20,000,000 of transportation sales tax revenue bonds for the purpose of financing construction of the Airport terminal expansion. (25-020)

11 A resolution authorizing issuance of transportation sales tax revenue bonds of Provo City; approving related indenture and documents; and authorizing all other actions necessary to complete the transactions (25-020).

12 A resolution appropriating $20,000,000 in the Airport Fund for airport terminal expansion applying to the fiscal year ending June 30, 2026. (25-020)

13 A resolution approving the appropriation of $10,000 to pay for a public safety impact fee study for the fiscal year ending June 30, 2026. (25-105)

14 An ordinance amending the Consolidated Fee Schedule to update fees related to business licenses and rental dwelling licenses. (25-072)

15 A resolution approving the transfer of up to $500,000 from Provo City's Disaster

Recovery Fund to the Stormwater Service District for the fiscal year ending June 30, 2026. (25-106)

Stormwater Service District Governing Board

16 A resolution appropriating up to $500,000 in the Stormwater Fund for flood mitigation efforts for the fiscal year ending June 30, 2026. (25-106)

Redevelopment Agency of Provo

17 A resolution approving a development agreement for real property, generally located at 3200 W Bulldog Lane, between the Provo City Redevelopment Agency and Nilson Homes. (25-115)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council

Materials and Agenda: agendas.provo.org
Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil
To send comments to the Council or weigh in on current issues, visit OpenCityHall.provo.org.

The next Council Meeting will be held on Tuesday, January 13, 2026. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email kmartins@provo.gov at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JUHARRISON
Presenter: Justin Harrison and Scott Henderson
Department: Council
Requested Meeting Date:
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: 25-007

SUBJECT: 1 A presentation recognizing outgoing elected officials for their years of service to Provo City. (25-007)

RECOMMENDATION: N/A

BACKGROUND: N/A

FISCAL IMPACT: N/A

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
N/A

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: KNEVES
Presenter: Scott Henderson, Chief Administrative Officer
Department: Mayor Office
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 7 minutes
CityView or Issue File Number: 25-007

SUBJECT: 2 A ceremony recognizing Provo City Employee of the Month (25-007)

RECOMMENDATION: The Provo City Office of the Mayor has selected an employee who exemplifies our city's standard of Exceptional Care for an Exceptional Community. This outstanding individual will be recognized at the upcoming meeting in December.

BACKGROUND: Each month, a department director within the city nominates an employee who has demonstrated exceptional care for our community. This recognition highlights and celebrates the dedication and commitment of individuals who go above and beyond in their service to Provo.

FISCAL IMPACT: Employee appreciation and retention

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Mayor Kaufusi values employees' contributions to building an exceptional community and seeks to honor them publicly.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: HWALSTAD
Presenter: Mayor Kaufusi
Department: Mayor Office
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-031

SUBJECT: 3 A resolution consenting to board and commission appointments. (25-031)

RECOMMENDATION: A resolution consenting to the reappointment and/or appointment of individuals to various boards and commissions.

BACKGROUND: The Mayor will appoint individuals to fill current vacancies on various boards and commissions. These appointments will be presented to the Council for approval.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Per Provo City Code, the Mayor will make appointments to vacant seats on various boards and commissions to ensure that they meet the requirements.

RESOLUTION <<Document Number>>

A RESOLUTION CONSENTING TO BOARD AND COMMISSION APPOINTMENTS. (25-031)

RECITALS:

The Mayor desires to appoint or reappoint the individual or individuals named below to the listed Provo City boards and commissions and requests the advice and consent of the Municipal Council;

On December 16, 2025, the Municipal Council met to consider the facts regarding this matter, which facts are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Municipal Council consents to the following appointment(s) and reappointment(s):

Board/Commission	Appointee
Energy Board	Carol-Lyn Jardine
Energy Board	Fred Bandley
Transportation and Mobility Advisory Committee	James Brookhart
Transportation and Mobility Advisory Committee	Daniel Ryan Koller

For a list of the current members of each board/commission following this appointment, including information about the particular seat filled by the appointee and the expiration date of their term, see the attached exhibit(s).

PART II:

This resolution takes effect immediately.

EXHIBIT A[1]

ENERGY BOARD[2]

Seat	Status	Name	Term Expiration	Appointing Resolution
1	Filled	Gary Winterton	6/30/2026	2023-16
2	Filled	Fred Bandley	12/31/2029	Attached
3	Filled	Cheryl Taylor	6/30/2027	2019-62, 2023-54
4	Filled	Ned Hill	6/30/2027	2019-62, 2023-54
5	Filled	Julie Rash	12/31/2025	2022-03
6	Filled	Carol-Lyn Jardine	12/31/2029	2022-03, Attached
7	Filled	Julie Radle	6/30/2026	2023-16

[1] This Exhibit includes those appointed in the attached resolution. Any nominee not appointed should be removed from the Exhibit.
[2] Governed by PCC 12.01. Four-year staggered terms.

EXHIBIT B[3]

TRANSPORTATION MOBILITY ADVISORY COMMITTEE (TMAC)[4]

Seat	Status	Name	Term Expiration	Appointing Resolution
District 1	Filled	David Hurtado	6/30/2028	2025-36
District 2	Filled	Kendall Thurston	6/30/2028	2025-36
District 3	Filled	Beth Provence	6/30/2028	2023-07, 2025-36
District 4	Filled	Noah Gordon	6/30/2028	2023-38, 2025-50
District 5	Filled	David Keller	6/30/2027	2024-44
Member of Transportation Academia	Filled	Gregory McFarlane	6/30/2027	2022-03, 2025-10
Member of Planning Commission	Filled	Lisa Jensen	N/A	2022-42
Alternate	Vacant	(Daniel) Ryan Koller	6/30/2028	Attached
Alternate	Vacant	James Brookhart	6/30/2028	Attached

[3] This Exhibit includes those appointed in the attached resolution. Any nominee not appointed should be removed from the Exhibit.

[4] Governed by PCC 14.04B. Alternate seats are required under city code. No more than two consecutive terms. Three-year (staggered) terms. Vacancies filled for the duration of unexpired term.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: MDAYLEY
Presenter: Melia Dayley, Council Policy Analyst
Department: Recorder
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 25 minutes
CityView or Issue File Number: 25-086

SUBJECT: 4 A resolution authorizing a conservation easement for city-owned parcels in Provo Canyon. (25-086)

RECOMMENDATION: Public hearing seeking Council vote on resolution.

BACKGROUND: The City of Provo is proposing to place three city-owned parcels in Bunnell's Fork of Provo Canyon, totaling 152.90 acres, into a conservation easement to be held by 501c(3) Utah Open Lands for the preservation and protection of the open land and natural resources it possesses.
Consistent with Utah Code §10-8-2, Provo City finds that the proposed conservation easement of the identified city-owned parcels provides substantial public benefit, advancing the safety, health, prosperity, and well-being of the inhabitants of the municipality, and directly fulfilling adopted City policy goals in the General Plan, the Conservation & Resiliency Plan, and the Hillsides & Canyons Plan. And while this property lies outside the city's incorporated boundaries, it is within the city's and surrounding communities' vital watershed and recreation landscape central to Provo's identity and long-term sustainability.
The City proposes to grant a perpetual conservation easement on this property to Utah Open Lands (UOL), a nonprofit land trust with a statutory mission to conserve open lands through easements and stewardship. The easement rights will be granted at no cost to UOL pursuant to the process outlined in Utah Code §10-8-2. The initial costs associated with the easement creation and ongoing maintenance of the property will be at no cost to Provo City. The goals of the easement, as outlined below, align with guiding plans and goals for Provo City as found in the City's General Plan, Conservation & Resiliency Plan, and Hillsides & Canyons Plan.

FISCAL IMPACT: No impact to Provo City

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Provo City finds that the proposed conservation easement of the identified city-owned parcels provides substantial public benefit, advancing the safety, health, prosperity, and well-being of the inhabitants of the municipality, and directly fulfilling adopted City policy goals in the General Plan, the Conservation & Resiliency Plan, and the Hillsides & Canyons Plan. And while this property lies outside the city's incorporated boundaries, it

is within the city's and surrounding communities' vital watershed and recreation landscape central to Provo's identity and long-term sustainability.

RESOLUTION <<Document Number>>

A RESOLUTION AUTHORIZING A CONSERVATION EASEMENT FOR CITY-OWNED PARCELS IN PROVO CANYON. (25-086)

RECITALS:

It is proposed that Provo City executes a conservation easement for three city-owned parcels, totaling approximately 153-acres located in Bunnell's Fork of Provo Canyon as detailed in Exhibit A;

The proposed conservation easement would be held by the proposed grantee, Utah Open Lands, a 501c(3) nonprofit accredited land trust conservation association;

Baseline documentation for the property identified in the proposed conservation easement was drafted by Utah Open Lands staff in partnership with Provo City staff and can be found in Exhibit B;

An informal public valuation study on the benefits of a conservation easement for the city-owned parcels, prepared pursuant to Utah Code §10-8-2, can be found in Exhibit C;

On December 16, 2025, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

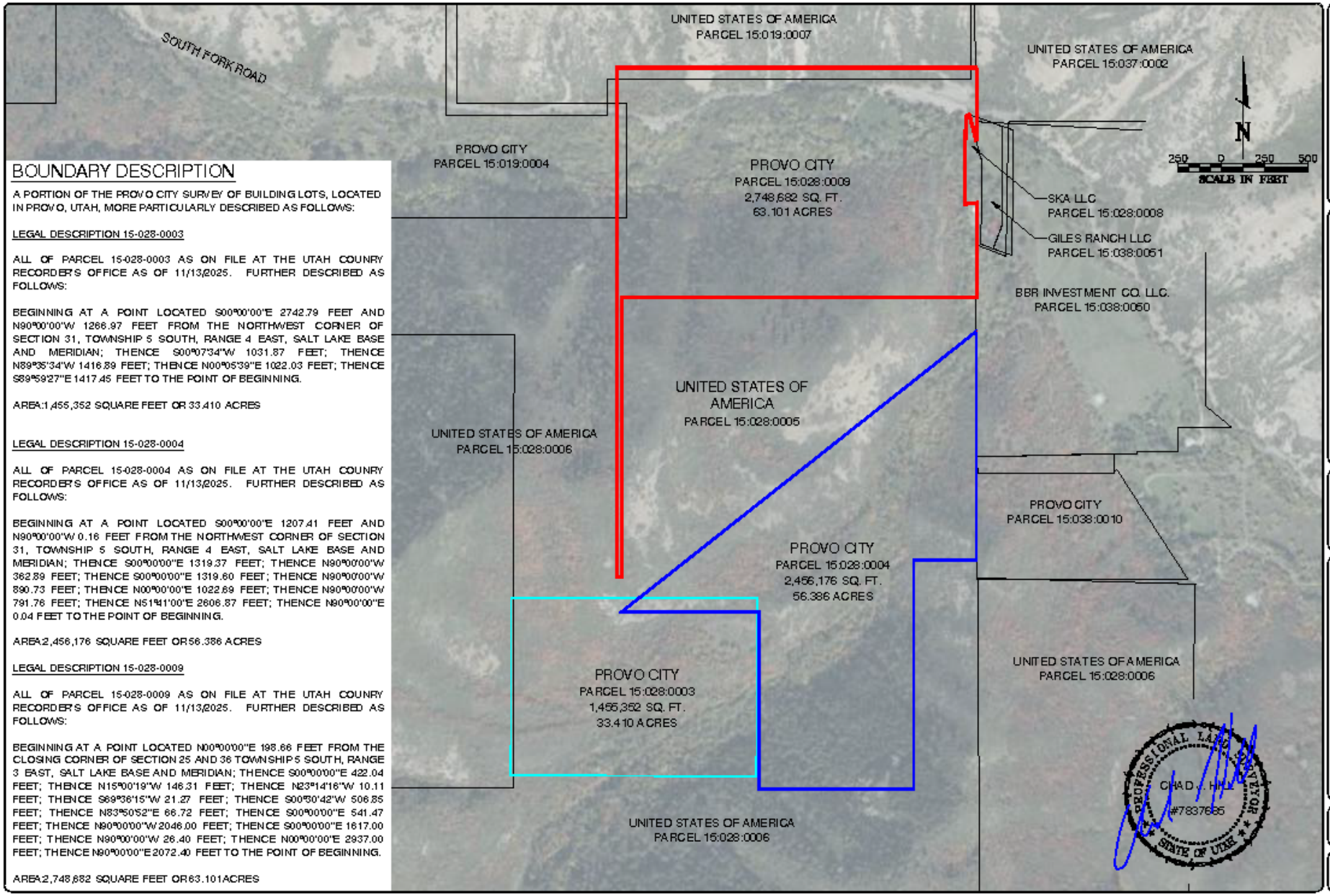
PART I:

The Mayor is authorized to execute a conservation easement agreement as proposed in Exhibit D. The executed Bunnell's Fork Conservation Easement will be attached as Exhibit E following execution.

PART II:

This resolution takes effect immediately.

Exhibit A to Resolution



BOUNDARY DESCRIPTION

A PORTION OF THE PROVO CITY SURVEY OF BUILDING LOTS, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION 15-028-0003

ALL OF PARCEL 15-028-0003 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 2742.79 FEET AND N90°00'00"W 1266.97 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°07'34"W 1031.87 FEET; THENCE N89°35'34"W 1416.89 FEET; THENCE N00°05'39"E 1022.03 FEET; THENCE S89°59'27"E 1417.45 FEET TO THE POINT OF BEGINNING.

AREA:1,455,352 SQUARE FEET OR 33.410 ACRES

LEGAL DESCRIPTION 15-028-0004

ALL OF PARCEL 15-028-0004 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 1207.41 FEET AND N90°00'00"W 0.16 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 1319.37 FEET; THENCE N90°00'00"W 362.89 FEET; THENCE S00°00'00"E 1319.60 FEET; THENCE N90°00'00"W 890.73 FEET; THENCE N00°00'00"E 1022.89 FEET; THENCE N90°00'00"W 791.76 FEET; THENCE N51°41'00"E 2606.87 FEET; THENCE N90°00'00"E 0.04 FEET TO THE POINT OF BEGINNING.

AREA:2,456,176 SQUARE FEET OR 56.386 ACRES

LEGAL DESCRIPTION 15-028-0009

ALL OF PARCEL 15-028-0009 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°00'00"E 198.66 FEET FROM THE CLOSING CORNER OF SECTION 25 AND 36 TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 422.04 FEET; THENCE N15°00'19"W 146.31 FEET; THENCE N23°14'16"W 10.11 FEET; THENCE S69°36'15"W 21.27 FEET; THENCE S00°30'42"W 506.85 FEET; THENCE N83°50'52"E 66.72 FEET; THENCE S00°00'00"E 541.47 FEET; THENCE N90°00'00"W 2046.00 FEET; THENCE S00°00'00"E 1617.00 FEET; THENCE N90°00'00"W 26.40 FEET; THENCE N00°00'00"E 2937.00 FEET; THENCE N90°00'00"E 2072.40 FEET TO THE POINT OF BEGINNING.

AREA:2,748,682 SQUARE FEET OR 63.101 ACRES

provo PUBLIC WORKS ENGINEERING

REMARKS

PROVO CITY PROPERTY
SOUTH FORK CONSERVATION EASEMENT
NOVEMBER 2025
PROVO CITY

Engineering File Number: -

Drawing: 1
Sheet: 1 of 1

Exhibit B to Resolution

Baseline Documentation

Exhibit C to Resolution

Public Benefits of a Conservation Easement Located in Bunnell's Fork in Provo Canyon

Informal analysis of public benefits provided by placing Provo City-owned parcels into a conservation easement located in Bunnell's Fork in Provo Canyon

Prepared pursuant to Utah Code §10-8-2

Introduction

The City of Provo is proposing to place three city-owned parcels in Bunnell's Fork of Provo Canyon, totaling 152.90 acres, into a conservation easement to be held by 501c(3) Utah Open Lands for the preservation and protection of the open land and natural resources it possesses.

Consistent with Utah Code §10-8-2, Provo City finds that the proposed conservation easement of the identified city-owned parcels provides substantial public benefit, advancing the safety, health, prosperity, and well-being of the inhabitants of the municipality, and directly fulfilling adopted City policy goals in the General Plan, the Conservation & Resiliency Plan, and the Hillsides & Canyons Plan. And while this property lies outside the city's incorporated boundaries, it is within the city's and surrounding communities' vital watershed and recreation landscape central to Provo's identity and long-term sustainability.

The City proposes to grant a perpetual conservation easement on this property to Utah Open Lands (UOL), a nonprofit land trust with a statutory mission to conserve open lands through easements and stewardship. The easement rights will be granted at no cost to UOL pursuant to the process outlined in Utah Code §10-8-2. The initial costs associated with the easement creation and ongoing maintenance of the property will be at no cost to Provo City. The goals of the easement, as outlined below, align with guiding plans and goals for Provo City as found in the City's General Plan, Conservation & Resiliency Plan, and Hillsides & Canyons Plan.

Goals of Bunnell's Fork Conservation Easement

- Protect critical watershed resources serving the Provo River and municipal water supply;
- Preserve wildlife habitat and ecological connectivity between the Uinta-Wasatch-Cache National Forest and valley foothills;
- Safeguard the scenic values of Provo Canyon and its highly visible hillsides;
- Maintain opportunities for low-impact public recreation while prohibiting development incompatible with canyon management goals; and
- Reduce future City costs associated with managing and protecting this land.

Legal and Policy Framework

Utah Code 10-8-2(1)(a)(v) states that after first holding a public hearing, a municipal legislative body, *"may authorize municipal services or other nonmonetary assistance to be provided to or waive fees required to be paid by a nonprofit entity, whether or not the municipality receives*

consideration in return."

As UOL is a nonprofit organization with the mission, "to preserve, protect and steward open space in order to maintain Utah's natural heritage and quality of life for present and future generations," the City may waive receipt of the appraised fair market value of a conservation easement for the identified parcels so long as the municipal legislative body, in this case the Provo City Council, holds a public hearing regarding the easement and authorizes the Administration to place the property into a perpetual easement without receiving the appraised fair market value in exchange.

Under Utah Code section 10-8-2(2)(a), a formal study is not required for services or assistance provided to a nonprofit entity after public hearing. Even so, this informal analysis, considering the same factors as a formal study would, is set to assist the Provo City Council in their consideration of the costs and benefits of the requested waiver of easement costs. The factors that would be considered in a formal study if the benefits were to a for-profit entity are outlined under Utah Code §10-8-2(3)(e). Those factors are:

i. what identified benefits [including intangible benefits] the municipality will receive in return for any money or resources appropriated;
ii. the municipality's purpose for the action, including an analysis of how the action will enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort or convenience of the inhabitants of the municipality; and
iii. whether the action is necessary and appropriate to accomplish the reasonable goals of the municipality in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.

Background on the Property

The City-owned property is located in Bunnell's Fork of South Fork Canyon in Provo Canyon, on the north-facing slopes above the Provo River corridor and includes city-owned South Fork Park, a treasured open space and recreation area. Bunnell's Fork is home to a valuable and complex ecological habitat. The land is made up of steep mountain terrain characterized by mixed conifer and aspen forests, riparian corridors including important watershed resources, and small open meadows, all left undeveloped besides open-to-the-public trails maintained in part currently by Provo City. The fork directly adjoins the Uinta-Wasatch-Cache National Forest, enhancing its connectivity to broader regional conservation and public lands. Currently, the property remains undeveloped open space, while serving an important role in watershed protection for the Provo River system.

Public Benefit & Fiscal Analysis

Fiscal Costs to the City
City costs associated with establishing the easement are limited to internal expenses incurred through the established land use process the city undertakes. As such, the City takes on no additional or new costs for the baseline documentation, research, drafting, legal review, and recording.

Utah Open Lands will assume responsibility for long-term monitoring and enforcement of the easement at no ongoing cost to the City.

The greatest cost to the city in placing a conservation easement on the identified parcels in Bunnell's Fork, is the potential loss of monetary value the city would receive from selling the land either for development and/or other purposes. An easement will reduce the land's marketability and availability for potential development and therefore equate to a loss in value to Provo City.

Benefits to the City and its Residents

The conservation easement on the land, however, provides substantial offsetting public benefits. Benefits include, but are not limited to, watershed protection, habitat preservation for plant and animal life, scenic conservation, and protecting the economic value of Provo's natural amenities. While open space and watershed preservation are leading factors in favor of the easement, preserving open space and canyon views aids Provo in sustaining the region's outdoor recreation economy and supports Provo's reputation as a destination for visitors and residents seeking high-quality natural and scenic experiences for generations to come.

The easement is expected to generate long-term fiscal savings primarily by preventing development that would otherwise require costly infrastructure expansion, including, but not limited to, roads, utility lines, stormwater/drainage improvements, and additional water supply/treatment capacity. EPA studies show that natural landscapes in source-water areas reduce water treatment and infrastructure needs by filtering pollutants and stabilizing hydrology. Furthermore, increased forest cover in a source-water area measurably lowers treatment costs.[1] Protecting steep canyon parcels therefore helps avoid the capital and operating costs Provo could face when upland development increases runoff, sedimentation, and demand on the city's water systems.

The easement also reduces the City's exposure to what could be greater wildfire suppression and recovery costs. On a national scale, wildfire suppression in recent years has averaged billions of dollars annually[2]. Through the easement, the city would protect against the conversion of steep, forested slopes to development thus reducing the likelihood of repeated high-cost suppression, not to mention the greater cost the city and state would incur by any recovery expenditures that would follow a major wildfire on a developed area in the Fork.

In addition to its environmental and infrastructure advantages, the proposed easement offers meaningful economic and psychological benefits for the community. Open space and natural settings attract visitors and have the potential to support local Provo and Utah County tourism and recreation economies. In fact, the Utah department of Natural Resources reports that in 2024 the state's outdoor recreation economy contributes to 3.4% of Utah's GDP, supporting 71,898 jobs and $9.5 billion in value-added to the state's

[1] "Benefits of Healthy Watersheds." *EPA*, United States Environmental Protection Agency, 15 Feb. 2025, www.epa.gov/hwp/benefits-healthy-watersheds.

[2] "Suppression Costs." *National Interagency Fire Center*, 2024, www.nifc.gov/fire-information/statistics/suppression-costs.

economy on the whole.[3] By preserving Bunnell's, the City ensures that its residents now and in the future will benefit from the recreational draw the open space provides.

The proposed conservation easement will be held and monitored by an established and reputable land trust in Utah Open Lands. By using this approach for the easement, the protections will be locked in in perpetuity while shifting ongoing monitoring and enforcement responsibilities to UOL. Land-trust guidance and case examples show easements are an effective tool for preserving watershed and habitat values and for coordinating stewardship actions without creating ongoing budgetary obligations for the municipality.[4]

Provo City Plan Goals

Provo City's guiding plans, namely the General, Conservation and Resiliency, Hillsides and Canyons, and River and Lakeshore plans, set out numerous goals for preservation of open space and protection of natural resource-filled land for the benefit of Provo residents now and for generations to come. A list of goals supporting the conservation of Bunnell's Fork can be found in Appendix B.

In addition to the goals outlined in the city's guiding documents, residents indicated during the drafting of the plans a desire to protect Provo's open space and natural resources. Statistically valid surveys distributed and collected during the drafting of these plans found that 91% of Provo residents visit Provo Canyon at least once a year, and nearly half of respondents considered the canyon to be the most iconic to visitors. When asked about management of the hillsides and canyons in Provo, residents largely indicated a desire to see the areas preserved as they are with limited development.[5] Residents also report that when it comes to "improvements" to waterways in Provo, they would like to see these focused on overall cleanliness, natural habitat and ecological restorations, and preserving the watersheds Provo draws upon.[6]

Appendix D of the Hillsides and Canyons Plan specifically outlines the City's commitment to work "collaboratively" with stakeholders and conservation groups to "ensure [city-owned parcels outside of city limits] are preserved for the public in perpetuity and are managed in a manner that reflects the guiding principles of the Hillsides and Canyons Plan." Bunnell's Fork land is identified as one such parcel. This appendix was added to the greater Plan after a resolution was unanimously passed by the City Council in 2024 and signed by the Mayor. The entirety of the appendix can be found in this document's Appendix C.

Conclusion

When finalized and recorded, the Bunnell's Fork conservation easement will provide environmental protection for Provo residents and generations to come. This action will also further many of the City's goals as outlined in its guiding documents, namely the General, Hillsides and Canyons, River and

---

[3] *Utah's Outdoor Recreation Economy Breaks Records, reaching $9.5 billion* (2024) *Utah Department of Natural Resources*. Available at: https://naturalresources.utah.gov/dnr-newsfeed/utahs-outdoor-recreation-economy-breaks-records-reaching-9-5-billion/.

[4] Hart, Charley. "Conservation Easements," *Policy Briefs: Utah State Legislature, Office of Legislative Research and General Counsel* (2024): https://le.utah.gov/interim/2025/pdf/Conservation_Easements.pdf?.

[5] Provo City Hillsides and Canyons Plan: Appendix B

[6] Provo City River and Lakeshore Plan: Appendix B

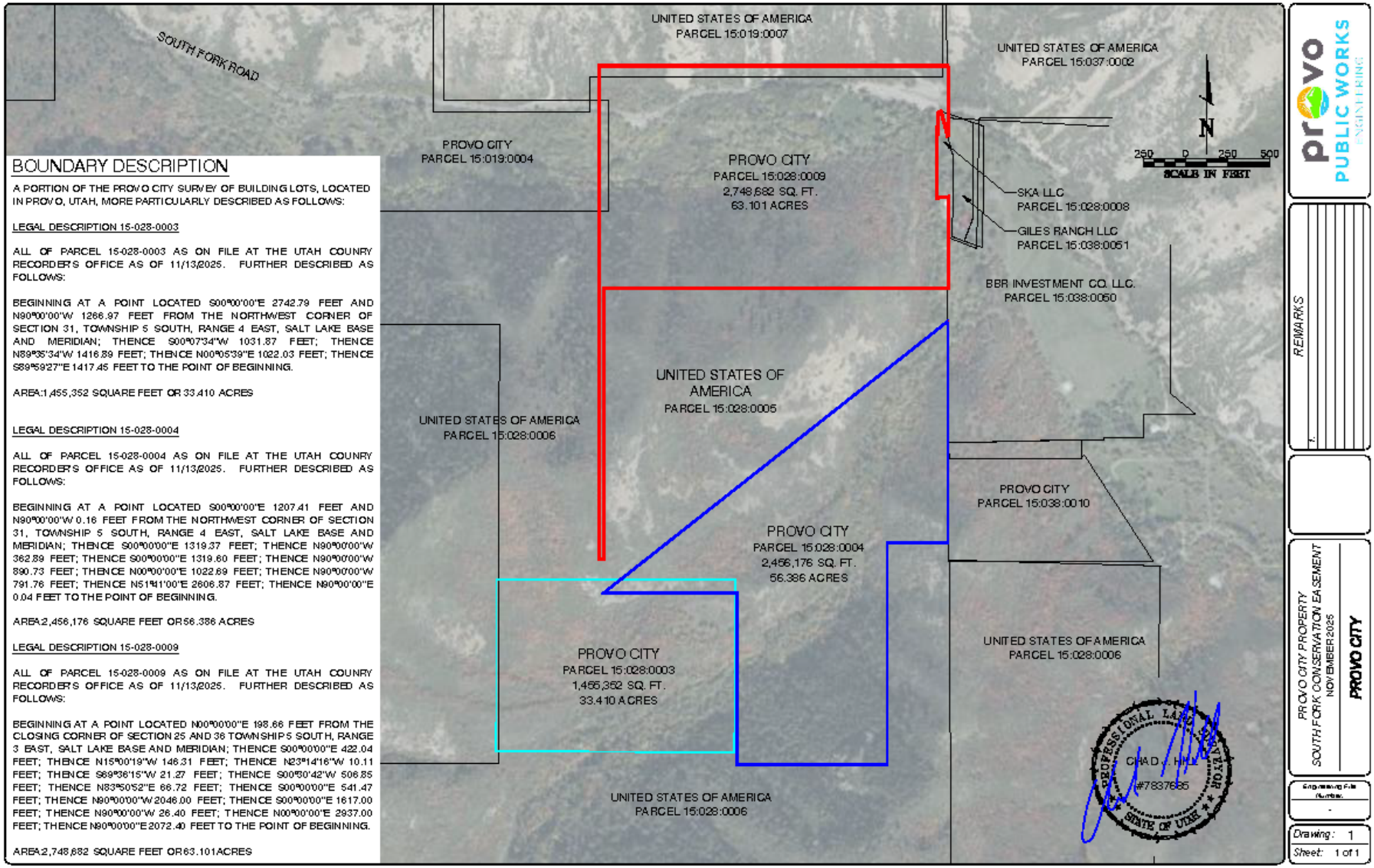
Lakeshore, and Conservation and Resiliency plans. The costs to the City are outweighed by both the tangible and intangible benefits to the City.

Appendices to

Public Benefits Analysis

Appendix A to Public Benefits Analysis

Parcel Map and Legal Description



Appendix B to Public Benefits Analysis

Provo Hillsides and Canyons Plan

"The hillsides and canyons provide abundant opportunities for outdoor recreation to promote physical fitness, mental wellbeing, and connection to nature. These activities are significant draws for tourists and outdoor enthusiasts, which bring economic benefits to the city, such as increased visitor spending, job creation, and the development of related businesses such as outdoor equipment rentals, guiding services, and hospitality."- Page 9

'The hillsides and canyons play a crucial role in ecological processes. Disturbance to the current soil, vegetation, and natural landforms could increase the risk of erosion and landslides, negatively impact water quality, and disrupt local habitats and wildlife. Vegetation in these areas helps in carbon sequestration, improving air quality, preventing landslides, and mitigating temperature fluctuations."- Page 9

"1a.1 Protect environmentally sensitive areas, including wildlife and riparian corridors.

1. Review Chapter 15.05 of Provo City Code to ensure sensitive land requirements are met.

2. Avoid any development in critical habitat areas for birds and other wildlife.

3. Ensure that any habitats for vulnerable or at-risk species are preserved and protected in coordination with the U.S. Department of Fish and Wildlife and the Utah Division of Wildlife Resources.

4. Route trails to minimize disturbance to habitats, including avoiding riparian areas, minimizing crossings of habitat corridors, and avoiding wildlife breeding areas. Refer to section 14.33A.140 of Provo City Code on Trails and Public Accesses regarding density bonuses and requirements.

5. Monitor and manage visitor use to ensure that recreational activities are sustainable and do not harm the environment. This may include limiting the number of visitors or restricting access during sensitive times or seasons." – Page 40

Provo Conservation and Resiliency Plan

"Open spaces and natural areas contribute greatly to Provo residents' core value of access to recreation and natural beauty. Nature – from trees to parks to recreation areas – improves public health, lowers the ambient temperature, and offsets carbon emissions." – Page 29

"[Goal] 4a. Continue to preserve agricultural land through conservation easements and selling of development rights as appropriate." – Page 52

Provo River and Lakeshore Plan

"59% [of Provo residents] identify watershed protection as a priority."- Page 40

"Restoration or creation of wetlands and vegetated buffers along streams and water bodies benefits the river and lake and provides ecological, social, and economic advantages for the surrounding communities."- Page 63

"Non-governmental agencies (NGOs) such as foundations, nonprofits, and land trusts are valuable partners for improvements. Private foundations and land trusts often act as intermediaries between cities and private landowners through lease agreements, fee simple purchase agreements, or conservation easements. Public-private partnerships with developers are an opportunity for municipalities, organizations, and individual property owners to work together on shared goals." – Page 81

Provo City General Plan

"Provo should pursue the preservation of open space as appropriate and consider collaboration with other organizations to further preserve these community assets."- Page 77

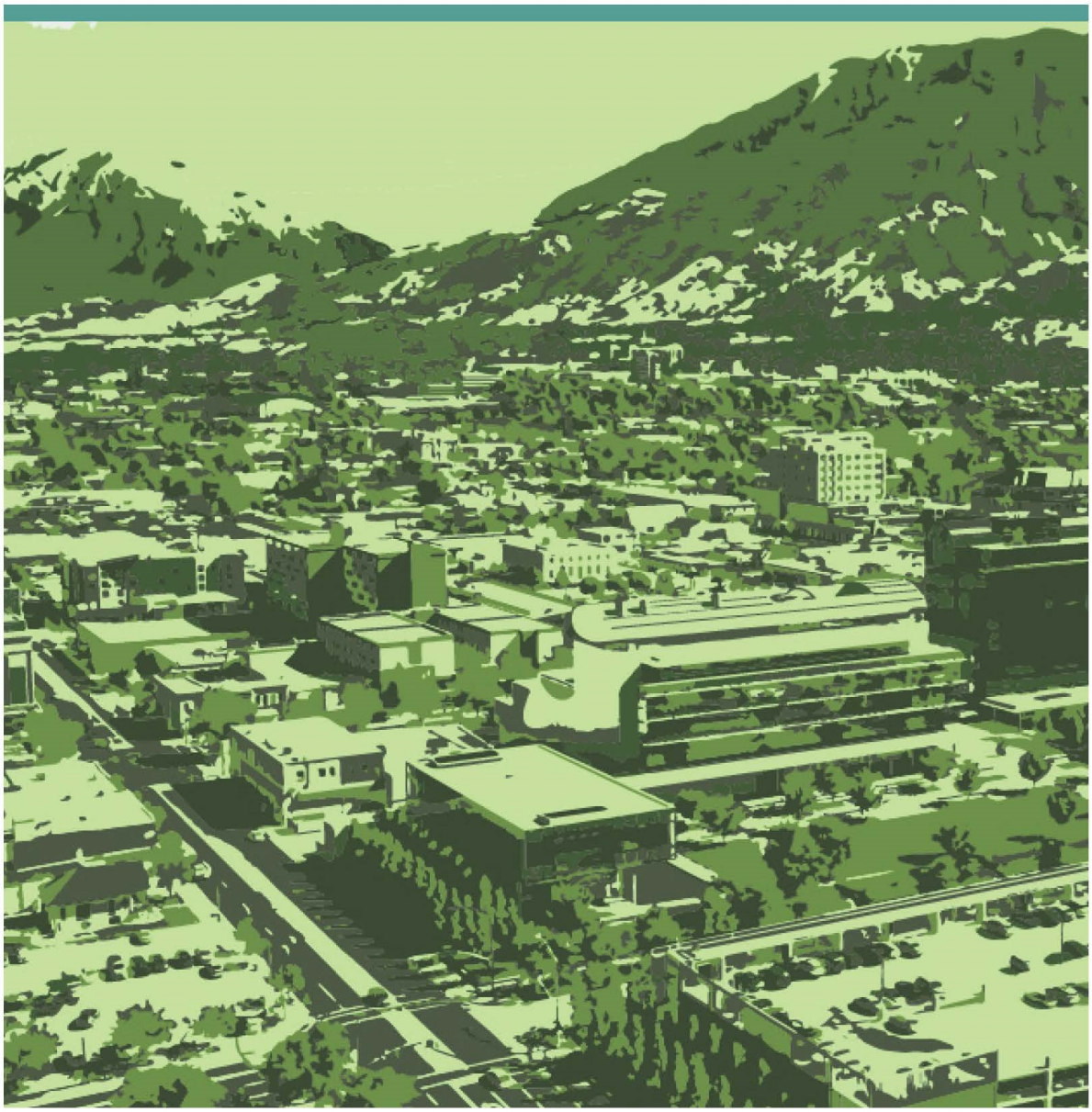
"Create a strategic plan that includes tools and funding opportunities in order to conserve, connect, and protect vulnerable lands and open space." – Page 80

"The city should…pursue policy that will improve the quality of life for current residents and manage natural resources so that they can be enjoyed by generations to come."- Page 82

"Provo should continue to be a regional leader in conservation and sustainability conversations, especially in the areas of water, air quality, and energy It would also be wise to make the conservation of wetlands and other ecologically critical and diverse areas a high priority."- Page 82

APPENDIX D

COUNCIL RESOLUTION



Ordinance 2024-51

SHORT TITLE:

AN ORDINANCE AMENDING THE HILLSIDES AND CANYONS PLAN TO INCLUDE A NEW APPENDIX. (PLGPA20240230)

I
PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

DISTRICT	NAME	FOR	AGAINST	OTHER
CW 1	KATRICE MACKAY	✓		
CW 2	GARY GARRETT	✓		
CD 1	CRAIG CHRISTENSEN	✓		
CD 2	GEORGE HANDLEY	✓		
CD 3	BECKY BOGDIN	✓		
CD 4	TRAVIS HOBAN	✓		
CD 5	RACHEL WHIPPLE	✓		
	TOTALS	**7**	**0**	

This ordinance was passed by the Municipal Council of Provo City, on the 1st day of October 2024, on a roll call vote as described above. Signed this 1st day of October 2024.

Chair

II
APPROVAL BY MAYOR

This ordinance is approved by me this 14th day of October 2024.

Mayor

Ordinance 2024-51

III

CITY RECORDER'S CERTIFICATE AND ATTEST

This ordinance was signed and recorded in the office of the Provo City Recorder on the 15th day of October 2024 and was published on the Utah Public Notice Website on the 2nd day of October 2024. I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Ordinance Number 2024-51.

SEAL

Heidi Ellman

City Recorder

ORDINANCE 2024-51.

AN ORDINANCE AMENDING THE HILLSIDES AND CANYONS PLAN TO INCLUDE A NEW APPENDIX. (PLGPA20240230)

RECITALS:

It is proposed that the Hillsides and Canyons Plan be amended to include a statement from the Municipal Council regarding City-owned properties outside City jurisdiction;

Provo City owns lands in Provo Canyon east of the area described in the Hillsides and Canyons Plan and outside the official city limits;

The Provo Municipal Council does not have direct land use authority over these parcels as they are located outside of Provo City's jurisdictional boundaries;

These City-owned properties hold significant value for the residents of Provo in regard to the conservation, recreation, and ecological health of the region;

The Hillsides and Canyons Plan seeks to address the demands associated with growth, enhance recreational use, conserve environmentally sensitive areas, and ensure the safety and enjoyment of these natural resources for future generations;

Declaring the Municipal Council's preferred future land use scenarios for these properties in the Hillsides and Canyons Plan will help guide future actions and decisions regarding their use, management, and conservation;

On September 11, 2024 the Planning Commission held a duly noticed public hearing to consider the proposed amendment, and after such meeting, the Planning Commission recommended approval to the Municipal Council by a vote of 6:0;

On October 1, 2024, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the Hillsides and Canyons Plan should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

PART I:

The Hillsides and Canyons Plan is amended by adding the language shown in Exhibit A as Appendix D.

PART II:

The Municipal Council directs Council Staff to transmit an official copy of this ordinance with its accompanying exhibit in addition to the fully updated Hillsides and Canyons Plan to the Utah Department of Natural Resources; the Utah Division of Forestry, Fire, and State Lands; the Utah Division of Outdoor Recreation; the U.S. Forest Service; and Utah County.

PART III:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Hillsides and Canyons Plan be updated to reflect the language adopted by this ordinance.

Exhibit A to Ordinance 2024-51

The Provo Municipal Council acknowledges and recognizes the existence of City-owned parcels that are outside of Provo City limits and outside the scope of the Hillsides and Canyons Plan, specifically in the region of Provo, South Fork, and Bunnels Fork Canyons. A map of these and other City owned properties can be found at the City-Owned Property Outside Provo Map.

We commit to working collaboratively with relevant stakeholders including neighboring jurisdictions, state and federal agencies, and local conservation groups to ensure that these properties are preserved for the public in perpetuity and are managed in a manner that reflects the guiding principles of the Hillsides and Canyons Plan and other goals of the Municipal Council, including:

1. **Conservation of Environmentally Sensitive Areas:** Prioritize the preservation and restoration of natural habitats, landforms, and ecological features.
2. **Enhancement of Recreational Opportunities:** Encourage the development and maintenance of recreational facilities that interact with the natural environment while minimizing impact.
3. **Mitigation of Hazards:** Address and manage potential natural hazards such as wildfires, seismic activity, water contamination, and soil erosion to ensure public safety.
4. **Water Resource Management:** Strategize for responsible water resource infrastructure development for these properties, ensuring adequate water supply for current and future residents of Provo City.

We call on the governments or agencies that hold land use authority over these properties to develop land use statements for said properties that align with the spirit of these principles and goals of the Hillsides and Canyons Plan to ensure that the value of these lands is preserved for current and future generations.

Appendix D to Public Benefits Analysis

Bunnells Fork Open Space: Preliminary Conservation Easement Baseline Documentation Report authored by Utah Open Lands

(Will be attached prior to public hearing date- available for preview upon request through the Provo City Council office)

Exhibit D to Resolution

When Recorded Return to:
Utah Open Lands
1488 South Main Street
Salt Lake City, UT. 84115

Bunnells Fork Watershed and Recreation
Deed of
Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), is made and given, by PROVO, UTAH, a Utah political subdivision, ("Grantor"), having an address of 445 West Center, Provo, Utah 84601, to UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Utah County, Utah, known as Bunnells Fork and described in the Legal Description and Map attached hereto as Exhibit A and by this reference made a part hereof (the "Property");

WHEREAS, it is the purpose of this Easement and the intention of both Grantor and Grantee to forever protect and preserve the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational, and educational values of the Property;

WHEREAS, perpetual protection and preservation of the aforementioned values of the Property with this Easement will provide significant benefits to the public as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit

of the public, including the residents of Provo City, the State of Utah, and the citizens of the United States of America;

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community recreational, and educational values described in more detail in paragraphs A through F immediately below (collectively referred to as the "Conservation Values") of great importance to Grantor and Grantee, and which provide incalculable benefits to the public, including the citizens of Provo City, the State of Utah, and the United States of America, and the granting of this Easement will result in the following:

A. Protection and preservation of relatively natural habitat in accordance with Title 26, United States Code ("Internal Revenue Code") §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including but not limited to protection and preservation of habitat appropriate for several wildlife species;

B. Protection of scenic, aesthetic, and open space values in accordance with Internal Revenue Code §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views of the Property, which can be seen from the scenic South Fork Canyon Road and adjacent protected landscapes;

C. Protection of public recreational and educational values, in accordance with Internal Revenue Code §170(h)(4)(A)(i) as the Property provides trailhead facilities and trails accessible to the general public to enable the public to experience wildlife viewing and enjoy outdoor recreational and educational opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, ecological, forest, open space, water quality, watershed, riparian, and wildlife habitat values;

D. Protection of areas that act as buffers to existing areas of protected open space, as the Property is adjacent and in close proximity to several permanently protected watershed open spaces; and

E. Protection of water resources, including springs on the property, that contribute greatly to the watershed and are critical to Grantor's governmental functions;

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation Report, defined in Section III herein;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by prohibiting, as provided herein, the continuation, initiation, or introduction of uses of or activities on the Property that would have a material adverse impact on the Conservation Values;

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor greatly values the undeveloped nature of the Property and its Conservation Values;

WHEREAS, the Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect land in perpetuity with a conservation easement by the enactment of Utah Code Ann. § 57-18-1 et seq.;

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in Internal Revenue Code §170(h)(3);

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever

honored and defended; and

WHEREAS, the Parties desire and agree that each provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably gifts, grants, and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the public, including the residents of Provo City, the State of Utah, and the citizens of the United States of America. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrance, other than an encumbrance of record existing on the effective date of this Easement or an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to all rights, terms, conditions, and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose or described explicitly in Section IV.

SECTION II - RIGHTS OF GRANTEE

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

(a) to identify, preserve, and protect in perpetuity the Conservation Values consistent with the terms of this Easement and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of this Easement;

(b) to prevent Grantor from conducting any activity on or use of the Property that is not consistent with the terms of this Easement and to require Grantor to restore any areas or features of the Property that may be damaged by an inconsistent activity or use by Grantor;

(c) to prevent third persons (whether or not claiming they are acting by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement and to require any such third parties to restore any areas or features of the Property that may be damaged by an inconsistent activity or use by the third party;

(d) to require Grantor to cooperate in the exercise of Grantee's rights described in subparagraph (c) by utilizing reasonable enforcement tools, efforts, and remedies to assist Grantee in the prevention of prohibited activities and the restoration required of the described third parties;

(e) to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;

(f) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

(g) to obtain any remedy at law, injunctive and other equitable relief, or other available remedy or relief against any violations, including restoration of the Property to the

condition that existed prior to any such violation;

(h) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section IX;

(i) to erect signage at such locations on the Property, as determined mutually between Grantor and Grantee, identifying Grantee as the holder of this Easement, terms of this Easement, or the Property's protected status; and

(j) to burden title to the Property in perpetuity and bind Grantor and all future owners and tenants of the Property.

SECTION III – BASELINE DOCUMENTATION REPORT

The Conservation Easement Baseline Documentation Report, Bunnells Fork Conservation Area, prepared by Grantee, dated _____, signed by Michelle Kaufusi, Mayor of Grantor, Wendy E. Fisher, Executive Director of Grantee, and Emily Ingram, Conservation Director for Grantee, and by this reference made a part hereof, contains a collection of baseline data that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation §1.170A-14(g)(5)(i) ("Baseline Documentation Report"). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the original Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

SECTION IV - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement, except when such uses and practices create or threaten to create a material adverse impact as determined by the City on the sensitive watershed functioning on the Property.

While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses are consistent with this Easement.

A. Maintenance and Restoration of the Native Ecosystem. Grantor may use passive techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts.

B. Water Resources. Grantor may enhance water quality and wetland features on the Property to protect the watershed and headwater value, or to benefit wildlife or to maintain, expand and modify existing water resource and delivery currently existing on the Property, including, but not limited to additional wellhouses, spring collection boxes, chlorinators, generators, pipelines, water tanks, structures, required earthwork, maintenance roads, power supply buildings, signage, fencing, and utilities as required. Such enhancements may include the protection of springs, and the protection, restoration, or repair of wetlands and streams on the Property, as well as infrastructure or alterations necessary to protect critical water resources;; the construction, maintenance, and repair of water-related infrastructure; the development of additional water resources and infrastructure, the construction, repair, or maintenance of access routes to water resources and infrastructure, and the enhancement of ecological resources. Grantor can do any work required to maintain, expand, or add to existing water resource facilities and meet any state water quality requirements. This work

may be done by Grantor or Grantor's contractor.

C. Public Access, Trails, and Trailheads. Grantor may identify, maintain, reroute, and construct public recreational trails in accordance with this Easement. Grantor may maintain and construct trailheads on the Property in accordance with this Easement, provided that all trail construction and design shall comply with the following guidelines:

i. Trail tread surfaces remain pervious to the soil using natural materials;

ii. trails once rerouted, relocated, or constructed shall be promptly documented in updates to the Baseline Documentation Report;

iii. trails are designated for use as posted by the Grantor;

iv. trails are single-track in nature with a constructed width no larger than four feet;

v. Interpretive trails may be large enough to accommodate a diversity of abilities as may be defined by national ADA (Americans with Disabilities Act) standards;

vi. trail development shall ensure sensitivity to the Conservation Values of the Property and avoid wetlands, riparian areas, and other sensitive water resources to the greatest extent possible;

vii. Grantor retains the right to close, restrict use, restore, reroute, or relocate one or more trails.

D. Trail-Related Structures. Grantor may construct bridging, boardwalks, culverts, gates, or other trail-related improvements on trails and at trailheads which are permitted by this Easement.

E. Fencing and Gating. Grantor may construct new fencing, replace existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, protecting access to water resources and facilities, or restricting unauthorized access across the Property, provided that all fencing must be sensitive to wildlife and wildlife migration and

must not be considered “game proof,” except if, in the sole discretion of Grantee, game-proof fencing is needed for the protection of sensitive vegetation or if, in the sole discretion of Grantor, game-proof fencing is needed to protect water quality of Grantor’s water resources. In no event shall game-proof fencing restrict wildlife migration routes.

F. Problem or Diseased Animals. Grantor may control diseased and problem animals.

G. Fire Suppression and Forest Management. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Fire management and forest health considerations may from time to time be modified to reflect changing conditions. Potential means to reduce or remove high-risk fuel loads should include requiring Grantor or Grantor’s agent to remove deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity; may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing; and shall be consistent with the techniques employed by and the wildfire management determinations of the governing fire authority for the Property.

H. Invasive Weed and Insect Control. Grantor may use biological invasive weed and insect controls, provided any such use ensures protection of the riparian values of the Property and avoids impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided any such use ensures protection of the riparian values of the Property and avoids impairment of the natural ecosystems and their processes. Invasive weed and insect controls may from time to time be modified to reflect changing conditions.

I. Dogs. Dogs are permitted on designated trails within the Property, provided all dog use must comply with Grantor's rules and regulations regarding dog use and must be consistent with the Conservation Purpose of this Easement; and (ii) Grantor and Grantee may, by mutual written agreement, close the Property or a trail or trails within the Property to dogs should water quality monitoring or other monitoring protocols indicate an increase in the presence of algae or waterborne pathogens, a deterioration of water quality, or a finding that trail use or other behavior related to dog use materially impairs or damages one or more Conservation Values.

J. Utilities. Grantor's existing utilities may be maintained or relocated, and new utility connections Grantor deems necessary and appropriate in conjunction with a permitted use under this Section are permitted. Any utility relocation for an existing utility not owned by Grantor: (i) must be approved by Grantee and Grantor to minimize the impacts to other conservation values and in particular any material impacts to the water resources or watershed values of the Property. Any surface disturbance to the Property must be restored, to the extent reasonably practicable, to its original undisturbed state.

K. Signs. Grantor may place a limited number of signs: (i) stating rules and regulations; (ii) stating safety or hazardous conditions; (iii) identifying trails or interpretive sites; (iv) stating the Conservation Purpose of this Easement and the Property's protected status; (v) protection or identification of water resource facilities; and (vi) identifying restoration areas.

L. Events, Special Uses, and Related Temporary Structures. An event, a special use, and one or more temporary structures associated with an event or a special use are permitted at the discretion of Grantor.

M. Manmade Fires. Manmade fires are only permitted in a permanent metal or concrete fire pit or grate that the Grantor has installed and maintained at its developed recreation sites and only when state or county fire bans are not in

effect.

N. Drones, Unmanned Aircraft Systems, and Model Aircraft. Drones, unmanned aircraft (or aerial) systems, and model aircraft ("Unmanned Aircraft"), unless owned and operated by Grantor, Grantee, or a contractor providing services to Grantor or Grantee, are prohibited from taking off on, landing on, and, to the extent consistent with applicable law, flying over the Property.

O. Existing Structures. The pavillion structure, park structures, and public works structures existing on the Property on the effective date of this Easement and identified in the Baseline Documentation Report may be maintained or replaced. Existing park structures, landscaping, and landscape infrastructure may be replaced, reconstructed, enhanced, altered, or otherwise improved as necessary to meet increased public demand or need, at the Grantor's sole discretion, provided such activities remain consistent with the purposes and Conservation Values of this Easement. In addition, new park structures, amenities, landscaping, and landscape infrastructure may be constructed or installed as deemed appropriate by the Grantor to support public use and enjoyment, so long as such activities are compatible with and do not materially impair the Conservation Values protected by this Easement.

P. Existing and Future Water Resource Structures. Grantor reserves the right to maintain, improve, expand and create necessary water resource infrastructure and structures associated with the protection of and development of these water resources.

Q. Residual Rights. Grantor may exercise and enjoy all rights as owner of the Property other than (i) the right to engage in uses or practices that are prohibited by this Easement or (ii) rights that are otherwise inconsistent with the terms of this Easement or its Conservation Purpose.

SECTION V - PROHIBITED USES AND PRACTICES

Any use or practice that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

A. Subdivision. Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited. As of the Effective Date the Property consists of separate parcels but the terms and conditions of this Easement apply to the Property as a whole.

B. Proffers, Dedications, and Transfer of Development Rights. Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited.

C. Construction. Construction of any structures or facilities for residential, commercial, or industrial use are prohibited. Only those structures permitted under Section IV pursuant to a permitted use or practice are allowed. The Parties acknowledge and agree that Parks Department and water resource structures are not considered commercial or industrial.

D. Alteration of Watercourses, Wetlands, or Topography. Disturbance, alteration, excavation, or impairment of any watercourse or wetland or the topography of the Property is prohibited, except as permitted in connection with the permitted

uses and practices in Section IV.

E. Non-native Species. Intentional introduction onto the Property of any non-native plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section IV.

F. Roads. New roads over, through, or across the Property are prohibited unless necessary to carry out a permitted use under Section IV.

G. Motorized Vehicles. Motorized vehicles are prohibited on the Property except for:

i. emergency vehicles;
ii. vehicles used in routine maintenance of the Property, provided the vehicles are under the direct control of Grantor or Grantee; and
iii. vehicles in conjunction with a permitted use
iv. electric assisted bicycles (e-bikes) or similar devices only to the extent specifically posted as permitted by Grantor.

H. Agricultural Uses. Agricultural uses are prohibited on the Property except as may be consistent with fire suppression and invasive weed control activities permitted under Section IV. Horseback riding is not considered an agricultural use of the property.

I. Manmade Fires: Camping is prohibited on the Property except in conjunction with a permitted use or as determined by Grantor and Grantee. Manmade fires are prohibited except as permitted under Paragraphs G and N of Section IV.

J. Dumping. The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited.

K. Utilities. New utilities and new utility corridors are prohibited, except as permitted in Section IV.

L. Mineral Activities. Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.

M. Signs and Billboards. Except as permitted in Sections II and V, the construction, maintenance, lease, or erection of any signs or billboards on the Property is prohibited. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.

N. Hazardous Materials. The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited, except as done as part of Grantor's permitted actions under Section IV. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state, or local environmental law, regulation, or other requirement or (ii) negatively impact the Conservation Purpose of this Easement. Neither this provision nor any other right granted in this Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar local, state, or federal statute.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return

receipt requested or by email with a “read receipt” tracking option. Grantor shall have sixty (60) days from the date of receipt of a notice from Grantee of a violation or potential violation or of damage or potential damage caused by Grantor’s actions to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage (Grantor’s receipt of such a notice shall be indicated by the registered or certified mail return receipt or the “read receipt” confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day period, Grantee may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor shall pay the cost of any prevention or correction directly arising from Grantor’s actions, including Grantee’s expenses, court costs, and attorney’s fees.

B. Injunctive and Other Relief. Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, seek any legal remedy, or take other appropriate action to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee’s remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is

an actual or threatened violation of this Easement.

E. No Waiver of Enforcement. Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public, which is the beneficiary of this Easement. No delay or omission by Grantee in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this Easement, in the event of a breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

SECTION VII – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

A. Notices. To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall not render this Easement or any provisions of this Easement unenforceable.

B. Superiority of Easement. Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement, other than an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to this Easement and in no way enable the holder of such interest

or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.

C. Costs, Taxes, and Fees. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property apart from Grantee's responsibilities in enforcing this Easement, including responsibility for fire suppression and the control of noxious weeds in accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION VIII – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantor or its agents or employees associated with this Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property, except for the storage and use of hazardous materials according to industry standards in furtherance of the permitted uses in Section IV, and Grantee agrees to defend, indemnify and hold harmless Grantor from and against any damage liability, or loss arising or resulting from any act or omission by Grantee or its agents, or employees associated with this Easement or the Property.

SECTION IX – RESTRICTION ON TRANSFER OF EASEMENT

A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, unless (i) the transferee is, at the time of the transfer, a "qualified organization" and an "eligible donee," as those terms are defined in Internal Revenue Code §170(h) and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.

B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in Internal Revenue Code §170(h) and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee's rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the doctrine of *cy pres* and provided that the requirements of

this Section shall be satisfied.

C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XIII shall not violate the provisions of this Section.

SECTION X – EXTINGUISHMENT; VALIDITY

A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at that time, bore to the value of the Property as a whole at that time.

B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph C of this Section. Any removal of land from this Easement constitutes an extinguishment regardless of how such removal might be characterized.

C. In the event of an extinguishment, Grantor shall be entitled the proceeds from any sale, exchange, or involuntary conversion of the property removed from this Easement equal to the appraised value of the Property (or portion of the Property to be removed) as unencumbered by this Easement.

D. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of the respective interests subject to the

taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall used by Grantor and Grantee to further conservation values and acquire open space properties for the residents of Provo City.

E. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than uses permitted by this Easement, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the uses and practices permitted by this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.

F. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

SECTION XI – LIMITED POWER OF AMENDMENT

A. Grantor and Grantee intend that the Property's Conservation Values of the Property and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Property's Conservation Values and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce permitted uses or practices, to clarify an ambiguity, or to otherwise enhance the protection of the Property's Conservation Values. To

that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

i. Only the following types of amendment are permitted:

   a. Amendments that are technical in nature (such as correcting a scrivener's error).

   b. Amendments that eliminate or reduce one or more of the uses or practices permitted by the terms of this Easement.

   c. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement, including an amendment to add land to this Easement as provided in paragraph J of Section IV of this Easement.

ii. An amendment must not materially injure or destroy any Conservation Value or be detrimental to or inconsistent with the Conservation Purposes of this Easement. As one example, this requirement prohibits "trade-off" amendments. A trade-off amendment is an amendment that would impair, injure, or destroy one or more of the Property's Conservation Values and also involve a conservation benefit (or an arguable conservation benefit). Thus, for example, an amendment that would permit development or some other use on part of the Property and thereby impair, injure, or destroy one or more Conservation Values there, in exchange for adding one or more restrictions or other conservation protections elsewhere on the Property, is prohibited. Similarly, an amendment that would involve the relaxation or elimination of one or more of the restrictions, prohibitions, or other conservation protections in this Easement in exchange for the addition of adjacent or nearby land to this Easement

or the protection of some other land is prohibited. For purposes of this Easement, an amendment will be considered to "impair, injure, or destroy" a Conservation Value if it has more than a negligible adverse impact on the protection of the Conservation Value.

iii. An amendment must not limit or otherwise alter the perpetual duration of this Easement.

iv. An amendment must not adversely affect the status of Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws.

v. An amendment must not modify the restriction on transfer, extinguishment, amendment, liberal construction, or no merger provisions of this Easement.

vi. An amendment must not result in private inurement or confer impermissible private benefit, as those terms are defined for purposes of federal tax law.

vii. An amendment must be in writing, duly signed, and promptly recorded in the appropriate location for public land records. Grantee must document in writing (a) the amendment's compliance with the requirements of this Section and (b) approval of the amendment by Grantee's governing body. Such documentation must be permanently retained in Grantee's files for this Easement.

B. Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XII – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a "read receipt" tracking option to:

Grantor: Provo City Municipal Corporation

Attn: Provo City Recorder

445 West Center

Provo, Utah 84601

Grantee: Utah Open Lands Conservation Association

Attn: Executive Director
1488 South Main Street
Salt Lake City, Utah 84115
Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., “Attn:”) or a different mail or email address.

SECTION XVI - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. "Grantor" and "Grantee": The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above- named Grantor and its successors and assigns. The term “Grantee” as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the “Parties.”

C. Headings. Section and paragraph headings are for convenience only and shall not be deemed to have legal effect.

D. Liberal Construction. This Easement shall be liberally construed in favor

of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

E. Successors. This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.

F. Governing Law. This Easement shall be interpreted and construed in accordance with applicable Utah laws.

G. Interaction with State Law. Grantor and Grantee are prohibited from exercising any power or discretion that may be granted under Utah law regarding the transfer, amendment, or termination of easements that would be inconsistent with (i) the provisions of this Easement, (ii) the continued protection in perpetuity of the Property's Conservation Values, or (iii) the Conservation Purposes of this Easement. Grantor and Grantee are bound by the terms of this Easement, which constitutes a public charitable trust, the terms and purpose of which are enforceable by the courts on behalf of the public as with any charitable grant.

H. Venue. Any legal action concerning this Easement shall be filed in the Judicial District of Utah, Utah County.

I. Entire Agreement. This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.

J. Compliance with Law. All uses and practices permitted by this Easement shall comply with all applicable local, state, and federal laws.

K. Effective Date. The effective date of this Easement shall be the date of its recordation.

L. State Law Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.

M. No Merger. The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XIII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property, or a portion thereof, shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (ii) should Grantee come to own all or a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the public, including the citizens of Provo City, the State of Utah, and the United States of America, and be bound by its terms.

N. Warranty of Authority to Sign. By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.

O. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

Provo, Utah

Dated this _____ day of December 2025.

By_____

Mayor or Designee, Provo, Utah

GRANTEE:

UTAH OPEN LANDS CONSERVATION ASSOCIATION

Dated this _____ day of December 2025.

By_____

Kate Ferguson, President, Utah Open Lands Conservation Association

STATE OF UTAH)

: ss.

County of Utah)

On this _____ day of December 2025, _____, representing Provo City Municipal Corporation, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____ _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Provo City Municipal Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

_____

(SEAL) Notary Public for the State of Utah Residing at

_____

My commission expires _____

STATE OF UTAH)

: ss.

County of Salt Lake)

On this _____ day of December 2025,_____, representing Utah Open Lands Conservation Association, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Utah Open Lands Conservation Association.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

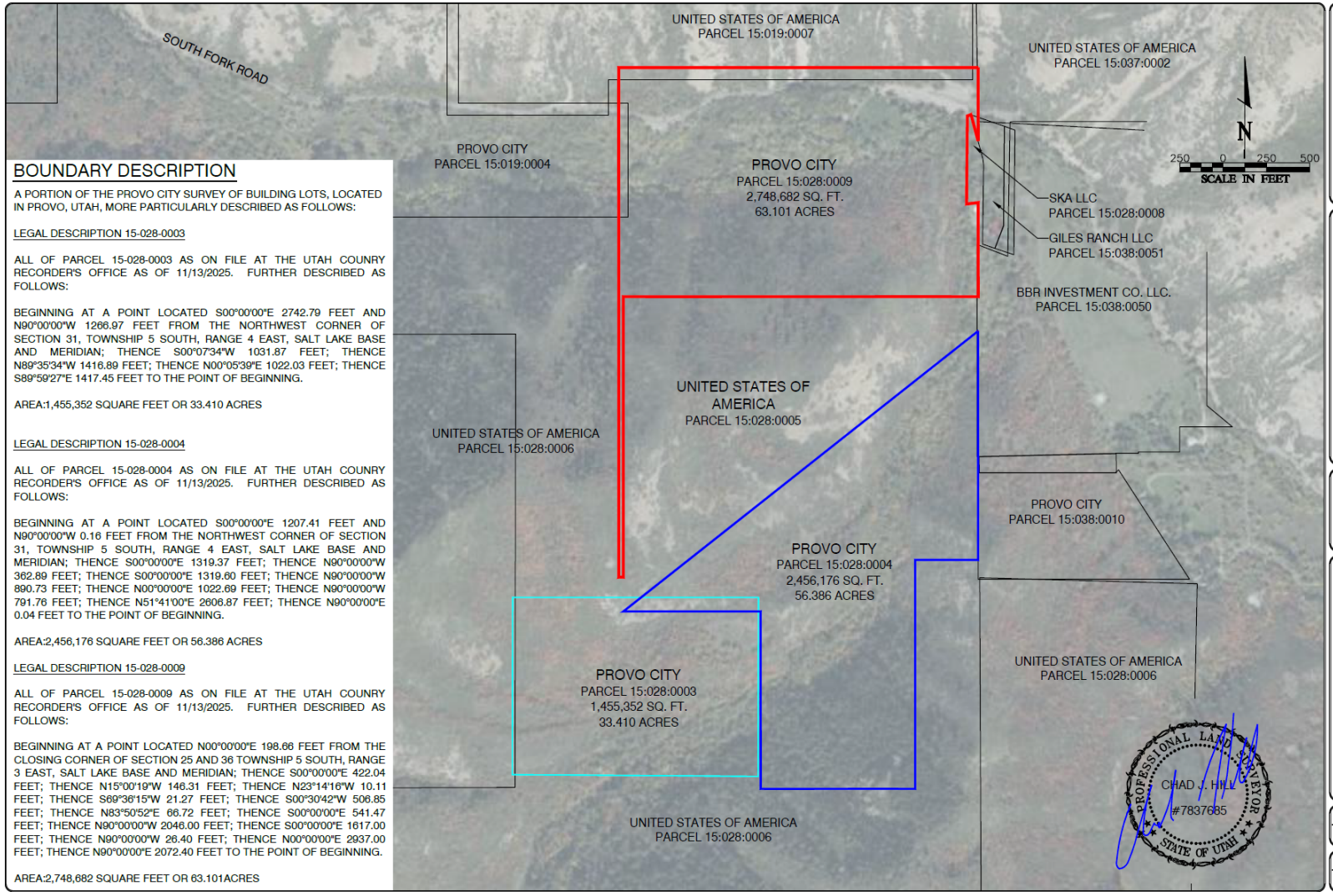
_____

(SEAL) Notary Public for the State of Utah Residing at

_____

My commission expires _____

EXHIBIT A



BOUNDARY DESCRIPTION

A PORTION OF THE PROVO CITY SURVEY OF BUILDING LOTS, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION 15-028-0003

ALL OF PARCEL 15-028-0003 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 2742.79 FEET AND N90°00'00"W 1266.97 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°07'34"W 1031.87 FEET; THENCE N89°35'34"W 1416.89 FEET; THENCE N00°05'39"E 1022.03 FEET; THENCE S89°59'27"E 1417.45 FEET TO THE POINT OF BEGINNING.

AREA:1,455,352 SQUARE FEET OR 33.410 ACRES

LEGAL DESCRIPTION 15-028-0004

ALL OF PARCEL 15-028-0004 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 1207.41 FEET AND N90°00'00"W 0.16 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 1319.37 FEET; THENCE N90°00'00"W 362.89 FEET; THENCE S00°00'00"E 1319.60 FEET; THENCE N90°00'00"W 890.73 FEET; THENCE N00°00'00"E 1022.69 FEET; THENCE N90°00'00"W 791.76 FEET; THENCE N51°41'00"E 2606.87 FEET; THENCE N90°00'00"E 0.04 FEET TO THE POINT OF BEGINNING.

AREA:2,456,176 SQUARE FEET OR 56.386 ACRES

LEGAL DESCRIPTION 15-028-0009

ALL OF PARCEL 15-028-0009 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°00'00"E 198.66 FEET FROM THE CLOSING CORNER OF SECTION 25 AND 36 TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 422.04 FEET; THENCE N15°00'19"W 146.31 FEET; THENCE N23°14'16"W 10.11 FEET; THENCE S89°36'15"W 21.27 FEET; THENCE S00°30'42"W 506.85 FEET; THENCE N83°50'52"E 66.72 FEET; THENCE S00°00'00"E 541.47 FEET; THENCE N90°00'00"W 2046.00 FEET; THENCE S00°00'00"E 1617.00 FEET; THENCE N90°00'00"W 26.40 FEET; THENCE N00°00'00"E 2937.00 FEET; THENCE N90°00'00"E 2072.40 FEET TO THE POINT OF BEGINNING.

AREA:2,748,682 SQUARE FEET OR 63.101ACRES

provo PUBLIC WORKS ENGINEERING

REMARKS

PROVO CITY PROPERTY
SOUTH FORK CONSERVATION EASEMENT
NOVEMBER 2025

PROVO CITY

Engineering File Number: -

Drawing: 1
Sheet: 1 of 1

Exhibit E to Resolution

Executed Conservation Easement

Bunnell's Fork

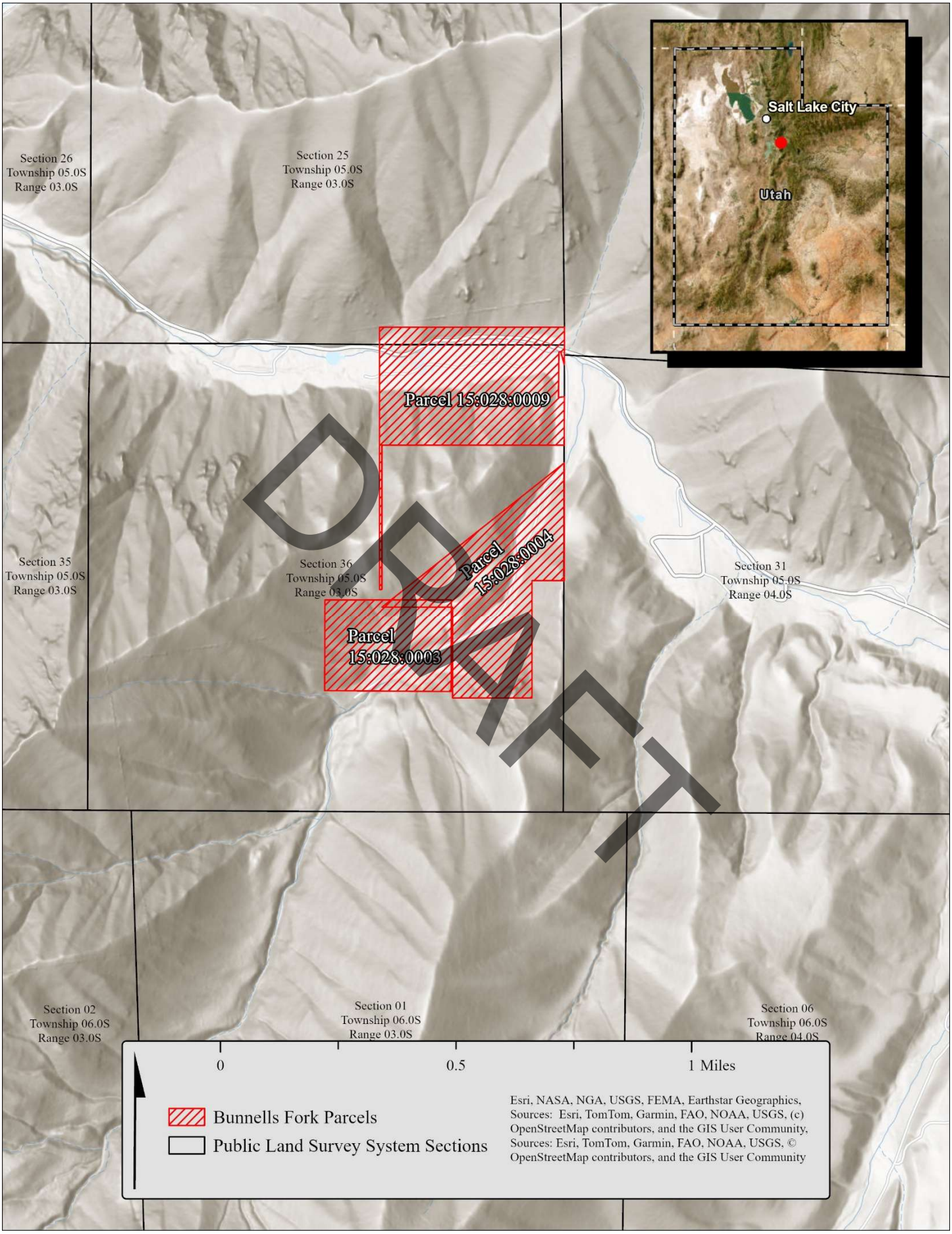
Conservation Easement Baseline Documentation Report

UTAH OPEN LANDS

SINCE 1990

Prepared in November and December of 2025 by Wood Robinson and Thomas Sheils

Conserved ____ DATE _____



Map 1 - PLSS Locator

Baseline Acknowledgement and Certification

Acknowledgement and Certification

This baseline documentation report (consisting of #PAGES including a table of contents, narrative descriptions, #MAPS, #TABLES, and #PHOTOGRAPHS was prepared on Nov. 18 2025 to document the present condition of the Bunnells Fork Open Space and is to be used for the purposes of monitoring and enforcement of the Bunnells Fork Conservation Easement Area.

Grantor certification of Accuracy and Acceptance

This statement certifies that I, GRANTORNAME, am the current owner of Bunnells Fork Open Space at ADDRESS. Utah County Tax Parcel I.D. 15:028:0009, 15:028:0004, 15:028:0003 are subject to the conservation easement to be conveyed to Utah Open Lands Conservation Association and recorded in the official records of Provo City, Utah. I have read and independently reviewed this baseline report and declare that this report accurately describes the status of the physical features and uses of the conservation easement property.

_____ _____

Signature Date

Land Trust Certification of Accuracy and Acceptance

As the Executive Director of Utah Open Lands Conservation Association I, Wendy E. Fisher declare that Utah Open Lands Conservation Association has relied upon and will rely upon the information contained in this report which describes the condition of the Bunnells Fork Open Space at the time of the signing of the conservation easement. Further, I certify that the preparation of this document complies with our general policy and procedures for creating and maintaining business records and specifically with our policy and procedures for baseline documentation reports and recordkeeping. This document was created in the regular course of our business for the purpose of monitoring this conservation easement and along with the language contained within the conservation easement aids our enforcement of the conservation values attendant to the land.

_____ _____

Signature Date

(Wendy Fisher, Executive Director, Utah Open Lands)

Preparers Certification & Qualification

This statement certifies that I, Wood Robinson, Land Protection Resource Specialist, was the primary preparer of this Baseline Documentation Report through multiple site visits to the Property, research, review of publicly accessible data, and personal interviews. All photopoint photographs and orthophotos of the Property provided in this report were taken by UOL staff between DATE and DATE. I certify that I have worked with Utah Open Lands since April of 2024 and have a Bachelor of Science in environmental science from University of North Carolina at Chapel Hill. I have been trained in the procedures to produce Baseline Documentation Reports and am qualified to author such a report in accordance with Utah Open Lands' Baseline Documentation Policy re-affirmed by the Board of Directors on October 21, 2010. At least #SITEVISITS visits to the Property were made by Utah Open Lands' staff members between DATE and DATE.

_____ _____

Signature Date

(Wood Robinson, Land Protection Resource Specialist, Utah Open Lands)

This statement certifies that I, Thomas Sheils, Land Protection GIS Coordinator, aided in preparing this Baseline Documentation Report. All photo-point photographs of the Property provided in this report were taken by UOL staff between DATE and DATE. I certify that I have worked with Utah Open Lands since October of 2025 and have a bachelor of arts in Geology from Bates College. I have been trained in the procedures to produce Baseline Documentation Reports and am qualified to author such a report in accordance with Utah Open Lands' Baseline Documentation Policy re-affirmed by the Board of Director on October 21, 2010. At least #SITEVISITS were conducted in the course of the preparation of this document by me and other UOL staff members between DATE and DATE.

_____ _____

Signature Date

(Thomas Sheils, Land Protection GIS Coordinator, Utah Open Lands)

DRAFT

This baseline documentation report was prepared in 2025 by Utah Open Lands in order to document the current conditions of, conservation values exhibited by, and suggested ecological monitoring practices to occur on the Bunnells Fork Open Space Conservation Easement. Utah Open Lands, the grantee of the Conservation Easement, is responsible for its conservation and stewardship in perpetuity. Wood Robinson, Utah Open Lands' Land Protection Resource Specialist, prepared this report with significant contributions by Tommy Sheils, Utah Open Lands' Land Protection GIS Coordinator. Its conclusions derive from geographic data, published research, and observations made during real visits to Bunnell's Fork. All maps were prepared by Utah Open Lands Staff and are meant to be informational. All locations in said maps are relative and no map should be used for any engineering, governmental, legal, planning, surveying, or other official use.

Contents

Preamble 5
Excerpts from the Conservation Easement 6
1 - Property Summary 7
1.1 Property Narrative 7
1.2 Property Overview 7
1.3 Legal Description 7
1.4 Current Use and Practices 8
1.5 Underlying Characteristics of the Land 8
1.5.1 Climate 8
1.5.2 Topography 8
1.5.3 Surface Geology 9
1.5.4 Structural Geology 9
1.5.5 Soil Composition 10
2 – Conservation Values 11
2.1 Ecological Conservation Value 12
2.2 Natural Conservation Value 12
2.2.1 Landfire Existing Vegetation Type 12
2.2.2 Observed Landcover Classification 13
2.3 Recreational Conservation Value 19
2.4 Hydrological Conservation Value 19
2.5 Open Space Conservation Value 19
2.6 Scenic Conservation Value 21
2.7 Water Quality Conservation Value 21
2.8 Wildlife Habitat Conservation Value 21
2.8.1 Wildlife Action Plan Key Habitats 21
2.8.2 Species of Greatest Conservation Need 22
2.8.3 Utah Game Habitats 22
2.3.4 Bobcats and Cougars 22
3 – Conservation Value Health and Threats 27
3.1 The Nature Conservancy's Resilient and Connected Network Dataset 27
3.1.1 Geophysical Setting 27
3.1.2 Landform 27
3.1.3 Landscape Diversity 27
3.1.4 Local Connectedness 27
3.1.5 Terrestrial Resilience 27
3.1.6 Connectivity & Climate Flow 27
3.1.7 Recognized Biodiversity 27
3.1.8 Resilient Sites 27
3.2 Conservation Value Threats 30
3.2.1 Non-native Plants and Weeds 30
3.2.2 Wildfire Risk and Forest Health 30
3.2.3 Neighboring Development 30
3.3 Restricted and Permitted Uses 30
4 – Existing Human Influence and Current Conditions 35
4.1 Management Decision Making Framework 35
4.2 Stewardship & Management 35
4.3 Built Environment 35
5 – Photo Catalogs & Orthophotos 41
Appendices 82
A – List of Maps, Figures, Tables, and In-line Geotagged Photos 82
B – List of Utah County's Species of Greatest Conservation Need 83
C – Sources Cited 84

DRAFT

Preamble

This document is the baseline documentation report for the Bunnell's Fork Conservation Easement, an approximately 153-acre public park in Utah County, UT. Baseline documentation reports provide detailed, contextualized, and thoroughly researched descriptions of the conservation values protected by a property's conservation easement and documentation of the ecological and anthropogenic conditions of the property itself at the time of the recording of a conservation easement. Provo City Corporation, the owner of the Bunnell's Fork (hereafter referred to as "Bunnell's Fork" or "the Property"), is the grantor of the Conservation Easement.

Utah Open Lands is the oldest and largest regional land trust in the state of Utah, having conserved some 65 thousand acres of agricultural, recreational, and ecologically connected land over its 35 years. As the grantee of the Property's Conservation Easement (hereafter referred to as the "Conservation Easement", the "easement", or the "CE"), Utah Open Lands is responsible for the preparation of all relevant governing documentation including this baseline documentation report and any additional forestry, recreational, and stewardship management plans. Additionally, UOL will be Provo's companion the Property's conservation and the perpetual stewardship of the tenants of the conservation easement in the future.

Baseline documentation reports are behemoth documents, as they must document conservation values – in and of themselves somewhat nebulous concepts that must be rendered tangible objectives – as well as the current and projected ecological health of properties – similarly nebulous, large, and multifaceted.

The Conservation Easement identifies the Property's ecological, natural, recreational, riparian, hydrological, open space, scenic, water quality, and wildlife habitat conservation values worthy of preservation that will be further discussed in this baseline documentation report. This report will be broken up into five primary parts: first, it presents a generalized description of the Property as it exists and is currently managed; second, it inventories these nine conservation values and their expression on the Property; third, it describes the current health of said conservation values and identified threats to said health; fourth, the management decision-making framework is discussed and the existing human influence on the land is described; and last is a compilation of photos taken during visits to the Property on May 7, 2025 and on November 15, 2025. All photos within the body of this text that are not otherwise cited are geotagged and referenced in section 5. For example, the photo below, Photo 2 - Drone Photo 8 , indicates that it is photo 8 in the drone photo catalog starting on page 54, and includes the geographic location from where it was taken.

Important Note: The Property was procured by the city of Provo in order to, among other things, protect essential upland water resources. It contains infrastructure of a sensitive security nature. For this reason, some of the existing human influence known to exist on the Property will not be published in this baseline documentation report and instead will be confirmed in a separate document to accompany this baseline and the conservation easement. This document will contain instructions for future stewardship of the Property as it pertains to documenting the ongoing human influence of the Property in a way that does not compromise the security of Utah County's water resources infrastructure.

DRAFT

Photo 2 - Drone Photo 8

Excerpts from the Conservation Easement

The Conservation Easement is the governing document for the conservation of the Property. It sets specific restrictions and permissions on the Property to ensure that the identified ecological, natural, recreational, riparian, hydrological, open space, scenic, water quality, and wildlife habitat conservation values. The following excerpts from the Conservation Easement frame these conservation values to be protected and define the purpose of this baseline documentation report.

Preamble

WHEREAS, it is the purpose of this Easement and the intention of both Grantor and Grantee to forever protect and preserve the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational, and educational values of the Property;

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community recreational, and educational values described in more detail in paragraphs A through F immediately below (collectively referred to as the "Conservation Values") of great importance to Grantor and Grantee, and which provide incalculable benefits to the public, including the citizens of Provo City, the State of Utah, and the United States of America, and the granting of this Easement will result in the following:

Protection and preservation of relatively natural habitat in accordance with Title 26, United States Code ("Internal Revenue Code") §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including but not limited to protection and preservation of habitat appropriate for several wildlife species;

A. Protection of scenic, aesthetic, and open space values in accordance with Internal Revenue Code §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views of the Property, which can be seen from the scenic South Fork Canyon Road and adjacent protected landscapes;

B. Protection of public recreational and educational values, in accordance with Internal Revenue Code §170(h)(4)(A)(i) as the Property provides trailhead facilities and trails accessible to the general public to enable the public to experience wildlife viewing and enjoy outdoor recreational and educational opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, ecological, forest, open space, water quality, watershed, riparian, and wildlife habitat values;

C. Protection of areas that act as buffers to existing areas of protected open space, as the Property is adjacent and in close proximity to several permanently protected watershed open spaces; and

D. Protection of water resources, including springs on the property, that contribute greatly to the watershed and are critical

to Grantor's governmental functions;

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation Report, defined in Section III herein;

Section III

The Bunnell's Fork Conservation Easement Baseline Documentation Report, prepared by Grantee, dated _____DATE_____, signed by Michelle Kaufusi, Mayor of Grantor, Wendy E. Fisher, Executive Director of Grantee, Emily Ingram, Conservation Director for Grantee, and Wood Robinson, Land Protection Resource Specialist for Grantee and primary author of said Baseline Documentation Report, and by this reference made a part hereof, contains a collection of baseline data that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation §1.170A-14(g)(5)(i) ("Baseline Documentation Report"). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the original Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

DRAFT

1 - Property Summary

1.1 Property Narrative

Bunnell's Fork (referred to in this report as the "Property" or "Bunnell's Fork") is a 153-acre public park in the Provo River watershed of Utah County, UT. Its untarnished gambel oak and aspen-conifer forests transition to riparian biomes and a manicured public park to create a healthy, beautiful, ecologically intact landscape that can be enjoyed in equal parts by humans and wildlife. It features ecological, natural, recreational, hydrological, open space, scenic, water quality, and wildlife conservation values that are protected by its Conservation Easement and are inventoried and explained in this report.

The Property is owned by the city of Provo, who owns and manages dozens of properties that are designated as public open space. The Property is managed in part as South Fork Park. It is a stunning landscape that features healthy streams (Bunnells Fork and South Fork of the Provo), huge swaths of gambel oak, aspen-conifer forest, and stunning alpine meadows.

South Fork Park is a popular destination for recreation in the summer months for picnicking as well as accessing Bunnell's Fork Trail, a 5.6-mile round-trip route accessible by hiking or horseback, with 2,297 feet of elevation gain (Nielson, 2025).

The views offered from South Fork Road southward up toward Cascade Mountain, wetlands hosted at its lowlands, and the wildlife habitat protected in its upland forests and lowland wetlands constitute a significant community-wide resource that is protected in perpetuity by the collaborative efforts between Utah Open Lands and the Provo City Corporation.

1.2 Property Overview

Project Name: Bunnell's Fork

Acreage: 152.89

Municipality: Provo

County: Utah

Grantor: Provo City Corporation

Grantee: Utah Open Lands

Directions from Salt Lake City: Take I15 South for about 30 miles and take exit 272 for SR 52 toward US 189. Stay on US 189 for about 10 miles and turn right onto S Fork Road. Park at South Fork Park, which will be on the right in about 1.7 miles.

A locator map can be found on page 2.

1.3 Legal Description

The Property is comprised of three separate parcels, described as follows by deeds on record at the Utah County Courthouse:

PARCEL 15-028-0003

ALL OF PARCEL 15-028-0003 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 2742.79 FEET AND N90°00'00"W 1266.97 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°07'34"W 1031.87 FEET; THENCE N89°35'34"W 1416.89 FEET; THENCE N00°05'39"E 1022.03 FEET; THENCE S89°59'27"E 1417.45 FEET TO THE POINT OF BEGINNING. AREA:1,455,352 SQUARE FEET OR 33.410 ACRES

PARCEL 15-028-0004

ALL OF PARCEL 15-028-0004 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 1207.41 FEET AND N90°00'00"W 0.16 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND

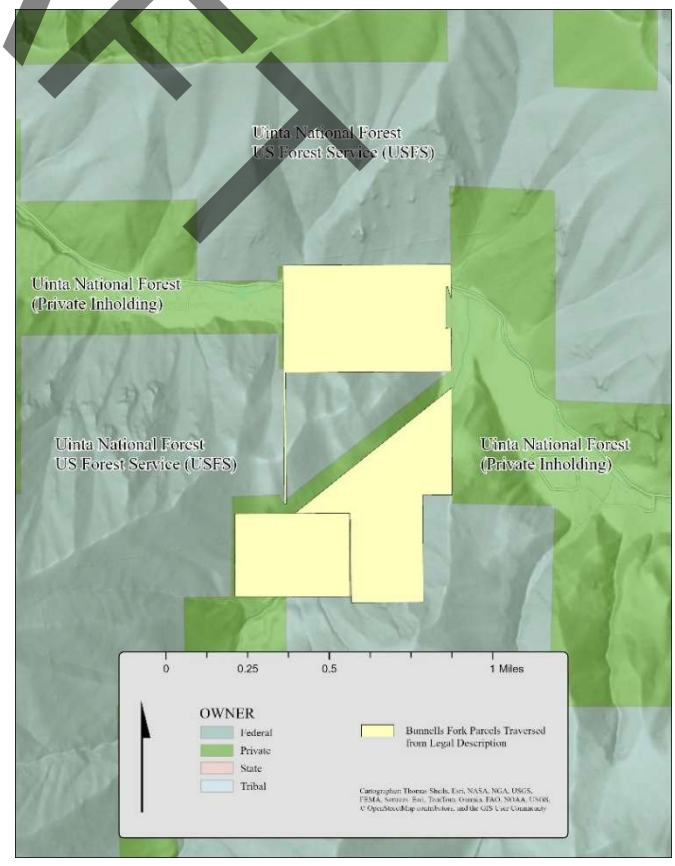
MERIDIAN; THENCE S00°00'00"E 1319.37 FEET; THENCE N90°00'00"W 362.89 FEET; THENCE S00°00'00"E 1319.60 FEET; THENCE N90°00'00"W 890.73 FEET; THENCE N00°00'00"E 1022.69 FEET; THENCE N90°00'00"W 791.76 FEET; THENCE N51°41'00"E 2606.87 FEET; THENCE N90°00'00"E 0.04 FEET TO THE POINT OF BEGINNING. AREA:2,456,176 SQUARE FEET OR 56.386 ACRES

PARCEL 15-028-0009

ALL OF PARCEL 15-028-0009 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°00'00"E 198.66 FEET FROM THE CLOSING CORNER OF SECTION 25 AND 36 TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 422.04 FEET; THENCE N15°00'19"W 146.31 FEET; THENCE N23°14'16"W 10.11 FEET; THENCE S69°36'15"W 21.27 FEET; THENCE S00°30'42"W 506.85 FEET; THENCE N83°50'52"E 66.72 FEET; THENCE S00°00'00"E 541.47 FEET; THENCE N90°00'00"W 2046.00 FEET; THENCE S00°00'00"E 1617.00 FEET; THENCE N90°00'00"W 26.40 FEET; THENCE N00°00'00"E 2937.00 FEET; THENCE N90°00'00"E 2072.40 FEET TO THE POINT OF BEGINNING. AREA:2,748,682 SQUARE FEET OR 63.101ACRES

The Property's context within the public land survey system can be referenced in Map 1 - PLSS Locator on page 2, as well as Map 2 below.



Map 2 – Property's location in relation to Uinta National Forest

DRAFT

Photo 3 - Ground Photo 1 taken May 7, 2025

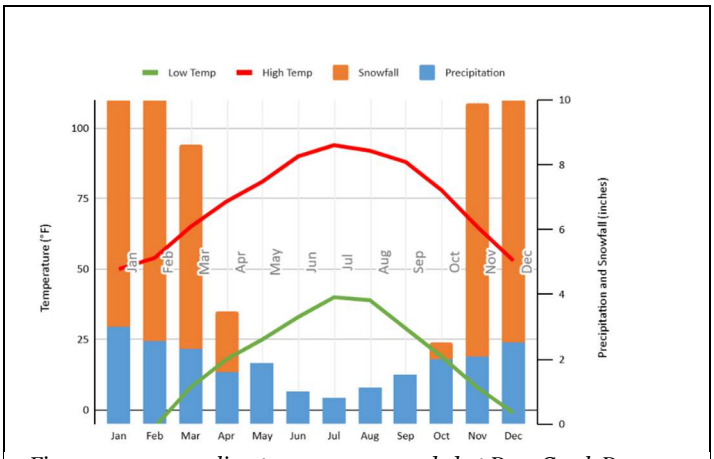


Figure 1 - 50-year climate averages recorded at Deer Creek Dam

1.4 Current Use and Practices

The bulk of the Property is undisturbed woodland and riparian area. Bunnells Fork Road, what appears to be an old logging road, is accessible through neighboring Property to the east of the Property. The lowland area is a public park, featuring picnic tables and shelters, biologically engineered riparian areas, trails, and a planted turf grass meadow.

The Property is additionally managed to house important water infrastructure which is catalogued and detailed in a separate report titled "Bunnell's Fork Secure Infrastructure Inventory", to accompany the CE and this report.

1.5 Underlying Characteristics of the Land

The conservation values and their health described in this report are derivative and dependent on the underlying characteristics of the land. Topography, bedrock, and soil influence the productive capacity, wildlife habitat, and recreational and educational possibility of the land. The combination of these characteristics can be termed the biophysical setting, which is discussed in Section 3 of this report.

1.5.1 Climate

Climate refers to the long-term meteorological trends of a given geography. It can describe phenomena such as precipitation and temperature on annual to decadal to centurial or millennial scales. For the purpose of this report, climate will be discussed in terms of the semicentennial monthly averages of precipitation, snowfall, and high- and low- temperatures. While these 50-year averages have changed as a result of natural and anthropogenic variations and climate change – an important factor in discussing the health of the conservation values as seen in section 3 of this report – only the static mean of these climatic values will be discussed in order to give an indication of the current expected conditions at the time of evaluation.

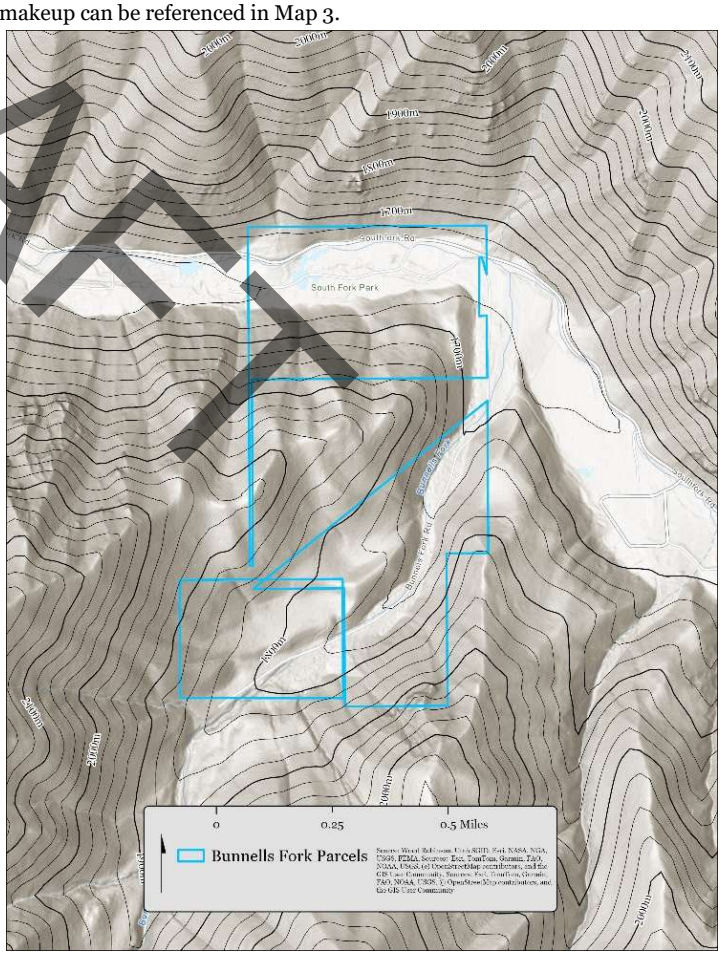
The climate of the Property can be described as montane arid, with cold winters and mild to hot summers. It is in the southern lowlands of the Wasatch front, meaning that it receives significant annual snowfall, though significantly less than that seen in the more northern Cottonwood Canyons.

Figure 1 shows the 50-year average monthly meteorological conditions documented at Deer Creek Dam, located approximately 6 miles up canyon from the Property, at the time this report was prepared (Climate, 2024).

1.5.2 Topography

Topography refers to natural and manmade features' relative positions and the space they take up. It is most often demonstrated using topographic isoline maps wherein a single line represents the locations of a given elevation above sea level. The 3-dimensional arrangement of the Property creates the geophysical setting upon which vegetation may establish, creating the biogeological circumstances that provide agricultural potential and wildlife habitat.

The Property is fairly topography heterogeneous, with elevations ranging from about 1675 to 1900 m above sea level. The Property's topographic makeup can be referenced in Map 3.



Map 3 - Topography

DRAFT

1.5.3 Surface Geology

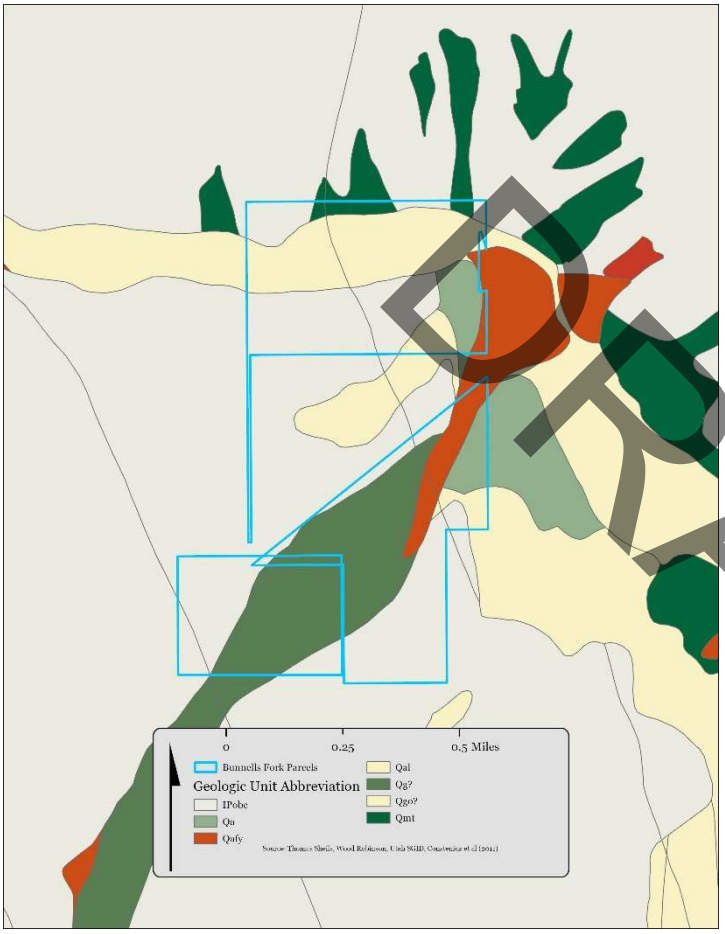
Geology as defined by bedrock and its overlying deposits can be essential in creating the geophysical constraints for groundwater and vegetative intrusion that is eventually expressed in the form of natural land cover and agricultural potential.

Map 4 shows the spatial configuration of geologic units in and around the Property. Table 1 explains the geologic unit of each abbreviation and the percent of the Property said geologic unit comprises.

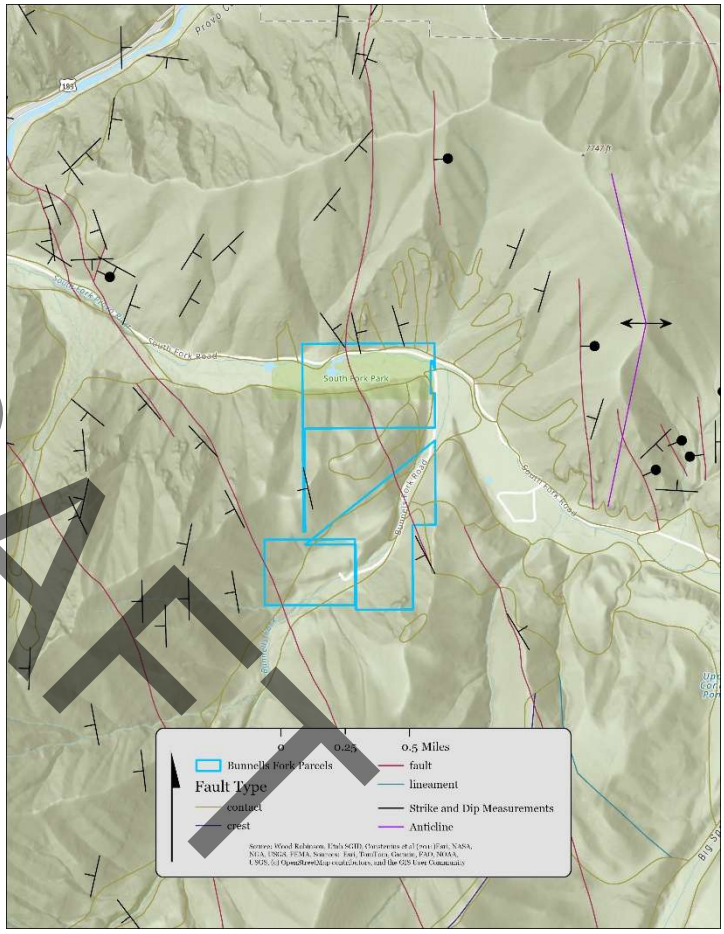
1.5.4 Structural Geology

Structural geology refers to the study of the deformation of the Earth's crust, including the formation of faults, folds, and other geological structures. It examines how rock responds to stress and movement over time. Breaks in the earth's crust, or faults, can be classified as one of several subtypes – "normal" faults, where expansion forces cause the rock block above the fault line to fall in relation to the opposite block; "reverse" faults, where compression forces cause the rock block above the fault line to raise in relation to the opposite block; "strike-slip" faults occur where blocks move horizontally in relation to one another. While other fault types exist, these describe the simplest categories. Most faults in Utah are "normal" or "reverse."

The structural geology of the region of the Property can be referenced on Map 5. The "Down-thrown" block is symbolized by a bar and ball – the side of the fault line with this bar and ball is the block which is descending compared to the fault line. As all faults in this map view are "normal", the bar and ball also symbolize the "hanging wall," or the wall above the fault plane, rather than the "footwall," which is the wall below the fault plane.



Map 4 - Surface Geology



Map 5 - Structural Geology

DRAFT

Table 1 - Geologic Unit Percentages on Property

Unit Abbreviation	***Description***	***% Area***
IPobc	Oquirrh Formation, Bear Canyon Member	40.62586594
Qa	Alluvium, undivided	6.214464
Qafy	Younger alluvial-fan deposits	5.251012
Qal	Stream and floodplain alluvium	17.26928
Qg?	Glacial deposits, undivided	25.97635
Qgo?	Older glacial deposits	2.930635
Qmt	Talus deposits	1.732396

1.5.5 Soil Composition

Soils are the result of minerals, soil organic matter, living organisms, gas, and water, and are the fundamental ingredient of a productive agricultural landscape. The vegetative component of a landscape and therefore the wildlife and livestock that depend on it is dictated by the historic organic decomposition, minerals, and living matter that make up the underlying soils.

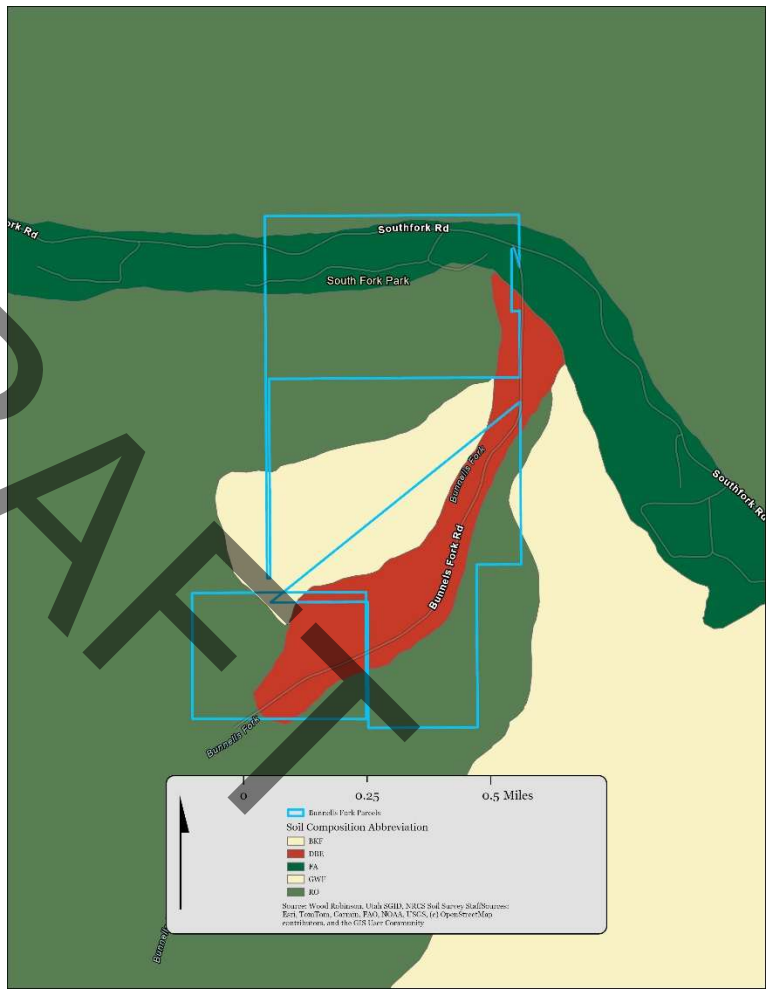
The Natural Resource Conservation Service (hereafter referred to as "NRCS") has conducted nationwide soil surveys since 1899 in order to prioritize farmland that produces the food and materials necessary for economic prosperity.

The spatial distribution of the soil composition on the Property can be referenced in Map 6, and is explained in greater detail on Table 2.

Table 2 – Soil Composition

Unit Abbreviation	***Description***	***% Area***
BKF	Bradshaw very cobbly very fine sandy loam, 40 to 60 percent slopes	8.5
DBE	Daybell soils, 25 to 40 percent slopes	25.9
FA	Fluventic Haploborolls	15.1
GWF	Gappmayer-Wallsburg association, very steep	0.4
RO	Rock land	50.1

DRAFT



Map 6 - Soil Composition

2 – Conservation Values

The Conservation Values described herein can be described in relation to the Internal Revenue Service tax code (IRC)'s "conservation purpose." These conservation purposes are defined under the charitable contributions section - Title 26 U.S. Code 170(h)(4)(A). For conservation easements the value of which is donated by a private entity, the Property must meet and demonstrate at least one of these values to be considered a charitable contribution as a benefit to the general public and thereby be deemed suitable for a tax deduction. Although the Property is held by a public entity and therefore will not constitute a tax-deductible donation, this code is important to reference because it constitutes the governing framework of conservation easements.

The conservation purpose is defined according to the following language from IRS code.

(4) Conservation purpose defined

(A) In general

For purposes of this subsection, the term "conservation purpose" means---

(i) the preservation of land areas for outdoor recreation by, or the education of, the general public,

(ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,

(iii) the preservation of open space (including farmland and forest land) where such preservation is—

(I) for the scenic enjoyment of the general public, or

(II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or

(iv) The preservation of an historically important land area or a certified historic structure

Furthermore, the underlying statute as listed above is further expanded upon in the implementing regulation 26 C.F.R. §1.170A-14, which describes in greater detail what may specifically constitute one of the aforementioned conservation purposes.

Relevant for the Property is 170A-14(d)(3)(ii), which is listed as the following:

> ***Significant habitat or ecosystem.*** Significant habitats and ecosystems include, but are not limited to, habitats for rare, endangered, or threatened species of animal, fish, or plants; natural areas that represent high quality examples of a terrestrial community or aquatic community, such as islands that are undeveloped or not intensely developed where the coastal ecosystem is relatively intact; and natural areas which are included in, or which contribute to, the ecological viability of a local, state, or national park, nature preserve, wildlife refuge, wilderness area, or other similar conservation area.

As the Property is an inholding within Uinta National Forest, its conservation qualifies as a valid Conservation Purpose under this implementing regulation.

Importantly, conservation purposes and conservation values are not one and the same. As an accredited land trust, Utah Open Lands is tasked with the protection of specific conservation values that can be found in private and public lands across Utah and may be threatened by in some way by human use. However, a conservation purpose can be a suitable simplification of conservation values in that it defines what is a public good in the view of the federal government.

The conservation values delineated in the conservation easement – the ecological, natural, recreational, hydrological, open space, scenic, water quality, and wildlife conservation values – can each be described as a expression of a conservation purpose discussed in 170(h)(4). Conservation values that may be considered an expression of the conservation purpose defined in 170(h)(4)(A)(i) include its recreational conservation value. Conservation values that may be considered an expression of the conservation purpose defined in 170(h)(4)(A)(ii) include its ecological, natural, hydrological, water quality, and wildlife conservation values Conservation values that may be considered an expression of the conservation purpose defined in 170(h)(4)(A)(iii) include its open space and scenic conservation values. The conservation of the Property additionally extends the ecological, riparian, hydrological, wildlife, and scenic open space conservation values hosted by Uinta National Forest per 170A-14(d)(3)(ii).

Section 2 of this report describes each of these conservation values in detail, both in how it constitutes a public good and also its expression within the landscape of the Property.

DRAFT

Photo 4 - Drone Photo 6 Taken May 7, 2025

2.1 Ecological Conservation Value

An ecosystem is a set of living and nonliving things that interact in a way that allows energy and matter to cycle in and out of living things. The Property is a part of a greater ecosystem – characteristic of the southern Wasatch range – that hosts a variety of different and interconnected biomes and microbiomes that allow wildlife to thrive. To describe the ecological conservation value of a locality is to describe the interwoven tapestry of biological and non-biological processes. Importantly, these ecological conservation values are fragile, as to disturb one process is to interrupt others.

For example, the lower reaches of the Property are a retained wetland created by the runoff-arresting capacity of the underlying bedrock, soil strata, tree root structures, and practices of surface-dwelling creatures. This process can only occur given specific biophysical circumstances. Should forest structures upland of the surface water be altered or graded, the speed of runoff could overwhelm the reservoir downstream and cause the existing wildlife habitat – vertical habitat for birds, surface water for fish, grasses and shrubs for small vertebrates – would be permanently altered.

Similarly, the upland aspen groves are in a relatively healthy successional state. This is not always the case for aspen forests in the American West. The removal of keystone species like wolves across the Rocky Mountains has caused a trophic cascade that has resulted in the overbrowsing of sensitive forest succession. When apex predators are extirpated from an area, small-to-large ungulate populations grow unheeded and exceed the carrying capacity of a region's flora. This causes aspen forests, whose regeneration depends on frequent suckering and open light conditions, to be rapidly outcompeted by shade-tolerant conifers such as subalpine fir, redirecting the entire successional pathway.

Aspen persistence requires and receives the balance of disturbance, herbivory, soil moisture, and canopy structure; when any one component shifts, the effects propagate through the system. Elevated ungulate pressure precipitated by the removal of apex predators can eliminate new cohorts of aspen stems; suppressed fire can strengthen conifer dominance; and small disruptions to hydrology or soil integrity can weaken root systems and reduce regeneration. Thankfully for landscapes like the Property, apex predators such as cougar (*puma concolor)* still roam freely. Its uplands reflect a finely tuned web of ecological interdependence.

These mechanisms underscore that the value of the current aspen and wetland state is not simply the product of trees standing today, but of a dynamic equilibrium among wildlife, soils, water, and successional forces. It is an equilibrium that is easily disrupted but difficult to restore once degraded.

Ecological conservation values are further documented in the context of a healthy interconnected landscapes (Sections 2.2, 2.4, and 2.5) and wildlife habitat (Section 2.8).

2.2 Natural Conservation Value

Natural conservation values describe the nature of an area's being undeveloped and hosting the non-anthropogenic infrastructure that contributes to a well-connected matrix of wildlife habitats. In order to substantiate and discuss the natural conservation values on the Property, this report relies on characterization of the landcover of the Property using two methodologies: the USDA's Landfire data suite and an observed landcover characterization methodology.

2.2.1 Landfire Existing Vegetation Type

The Landscape Fire and Resource Management Planning Tools (LANDFIRE) are the product of a collaborative effort between the USDA and the Department of Interior to characterize the current states of vegetation, fuels, fire regimes, and disturbances of the United States. LANDFIRE consists of a suite of data based on 30-meter square satellite imagery and is used to coordinate the documentation of current landscape wildfire risks.

In doing so, it provides a valuable resource to land managers in that it categorizes the dominant vegetation type for each pixel. This can result in a highly variable tapestry for a given landscape, but the highest percentage values can suitably characterize a landscape. The breakdown of the Property's existing vegetation type is available in Table 3 and the spatial distribution thereof on Map 7 (LANDFIRE, 2023). A more consolidated version of vegetation type within the LANDFIRE framework is the existing vegetation class, which is illustrated Table 3 and Map 8.

It is worth noting that this dataset is most useful at landscape scale – the pixels that are classified as constituting less than 1% are not likely robust characterizations of those landscapes but may be indicative of a close-scale heterogeneous landscape at that location. In this case, the top three EVT Group descriptions characterize the landscape reasonably well – Rocky Mountain Bigtooth Maple Ravine Woodland (35.8%), Rocky Mountain Gambel Oak – Mixed Montane Shrubland (23.0%), and Interior Western North American Temperate Ruderal Grassland (13.1%).

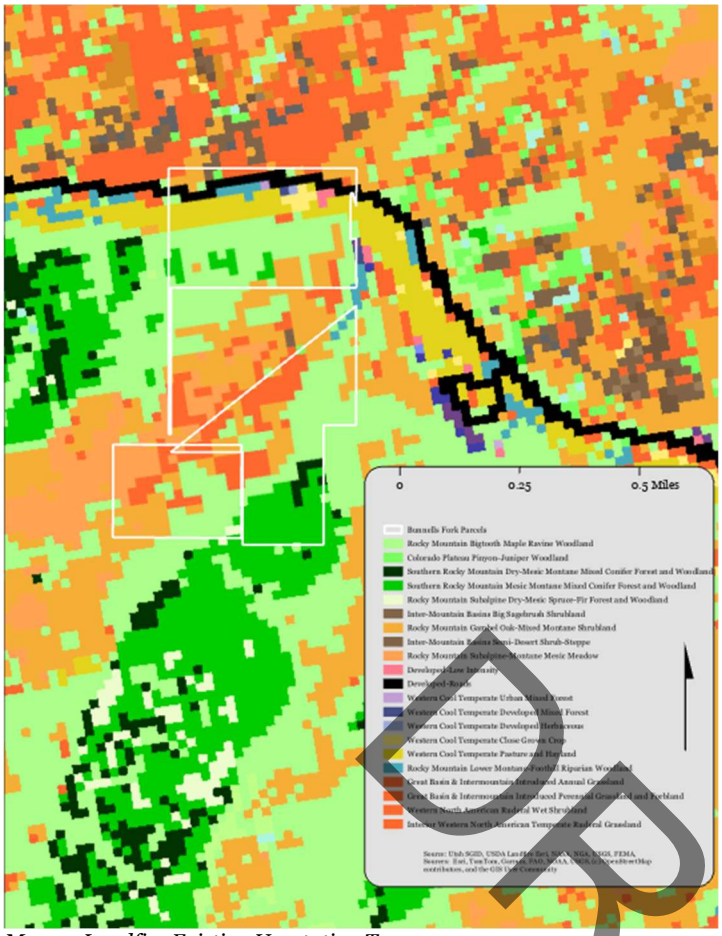
These descriptions, a relatively accurate representation of the landscape as confirmed by observations by the authors, indicate a landscape that is representative of its general ecoregion – that of the Wasatch Front of Utah – which supports habitat and migration corridors for countless wildlife species (discussed in greater detail in section 2.8)

DRAFT

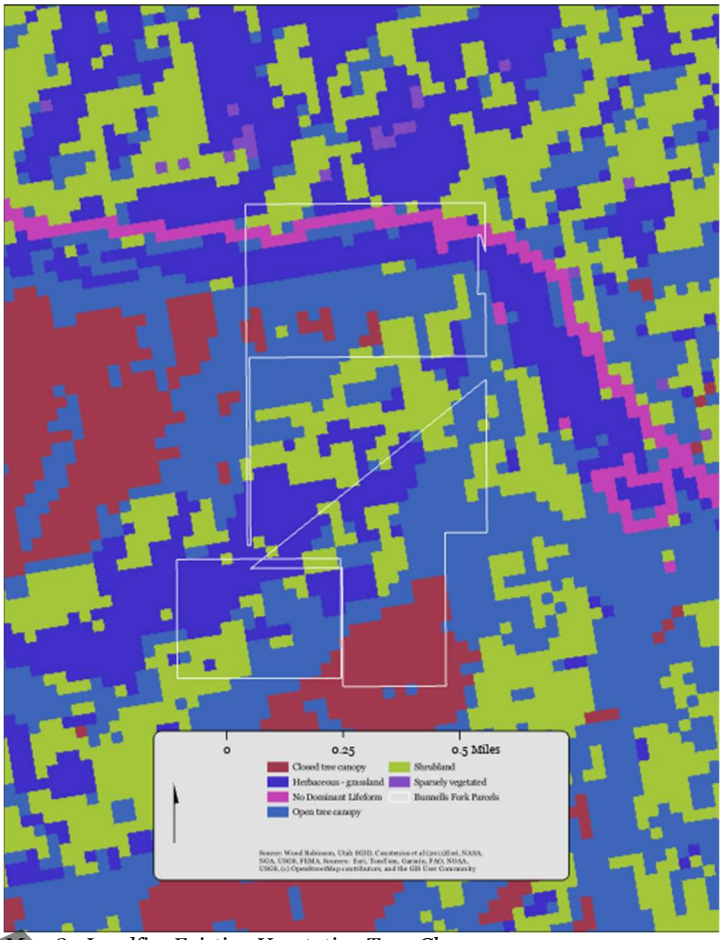
Table 3 - Landfire Existing Vegetation Type and Class

Class	**Existing Vegetation Type**	**%%**
Closed tree canopy		10.1
	Southern Rocky Mountain Mesic Montane Mixed Conifer Forest and Woodland	8.4
	Southern Rocky Mountain Dry-Mesic Montane Mixed Conifer Forest and Woodland	1.4
	Rocky Mountain Subalpine Dry-Mesic Spruce-Fir Forest and Woodland	0.3
Herbaceous - Grassland		27.5
	Interior Western North American Temperate Ruderal Grassland	13.1
	Western Cool Temperate Pasture and Hayland	7.6
	Rocky Mountain Subalpine-Montane Mesic Meadow	4.5
	Western Cool Temperate Close Grown Crop	1.1
	Great Basin & Intermountain Introduced Annual Grassland	0.6
	Great Basin & Intermountain Introduced Perennial Grassland and Forbland	0.3
	Western Cool Temperate Developed Herbaceous	0.2

Class	**Existing Vegetation Type**	**%%**
No Dominant Lifeform		4.5
	Developed-Roads	4.1
	Developed-Low Intensity	0.5
Open tree canopy		40.2
	Rocky Mountain Bigtooth Maple Ravine Woodland	38.2
	Rocky Mountain Lower Montane-Foothill Riparian Woodland	1.4
	Colorado Plateau Pinyon-Juniper Woodland	0.3
	Western Cool Temperate Urban Mixed Forest	0.2
	Western Cool Temperate Developed Mixed Forest	0.2
Shrubland		17.6
	Rocky Mountain Gambel Oak-Mixed Montane Shrubland	17.2
	Western North American Ruderal Wet Shrubland	0.3
	Inter-Mountain Basins Semi-Desert Shrub-Steppe	0.2



Map 7 - Landfire Existing Vegetation Type



Map 8 - Landfire Existing Vegetation Type Class

DRAFT

2.2.2 Observed Landcover Classification

While the data presented in the previous section of this report is reasonably accurate and helpful, it is based upon the algorithmic interpretation of the Earth from above, rendered using a spatial statistic classification scheme rather than human observation. A more accurate characterization of the landscape must be derived from *in-situ* observation.

Using the National Agricultural Imagery Product (NAIP) published by the US Department of in tandem with local observations of the land made during site visits, the author of this report characterizes the landscape as having five primary landcover types – two largely altered by human influence and three largely natural – each of which are comprised of different vegetation matrices and can be described by different dominant vegetation. These classes are described in Table 4, and their spatial distribution can be referenced in Map 9.

A more granular description of the vegetative communities can better describe the intricacies of the natural landcover on the Property. See Table 5 for a list of native vegetation identified on the Property.

Photo 5 - Ground Photo 12 Taken May 7, 2025

Map 9 - Observed Landcover Classification

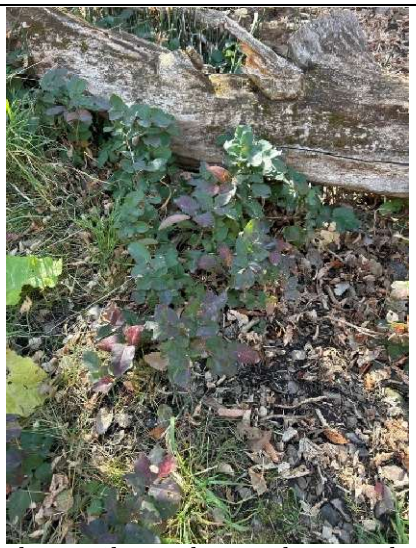
Table 4 - Observed Landcover Classifications' Dominant Vegetation

Class	**Description**
Gambel Oak Forest	Large swaths of gambel oak (*quercus gambelii*) intersperse with native communities arrowleaf balsamroot (*Balsamorhiza sagittate*), aspen onion (*Allium bisceptrum*), silvery lupine (*Lupinus argenteus*), creeping mahonia (*mahonia repens*), great basin sagebrush (*artemisia tridentata*), early succession bigtooth maple (*acer grandidentatum*), Utah serviceberry (*Amelanchier utahensis*), rocky mountain juniper (*juniperus scopulorum*), great basin wildrye (*leymus cinereus*), roundleaf snowberry (*Symphoricarpos rotundifolius*) alderleaf mountain mahogany (*Cercocarpus montanus*), mules ears (*wyethia mollis*), prickly pear cactus (*opuntia* spp.), and douglas fir (*Pseudotsuga menziesii*). Also features various alpine meadows which offer few to no vertical vegetation structure but large swaths of the aforementioned wildflowers. Comprises 54.3% of the Property.
Manicured Park	Largely turf grass with planted trees such as douglas fir and chokecherry. Abuts the creek, indicating a generally mesic soil profile. The location of the majority of built infrastructure. Comprises 1.8% of the Property.
Mixed Conifer	Largely white fir and douglas fir, located on the north facing aspects of the hillsides, affording for more cold-adapted species. Vegetation profile beyond the dominant for forest largely mimics the gambel oak forest landcover class. Comprises 13.9% of the Property.
Riparian	Areas within the high water table that is adjacent to Bunnels Fork and South Fork at topographic lows. Vegetation includes douglas fir (*Pseudotsuga menziesii*), quaking aspen (*populus tremuloides*), box elder (*acer negundo*), star-flowered lily-of-the-valley (*Maianthemum stellatum*), golden currant (*ribes aureum*), twinberry honeysuckle (*lonicera involucrata*), chokecherry (*prunus virginiana*), woods rose (*rosa woodsia*), field horsetail (*equisetum arvense*), creeping mahonia (*Cercocarpus montanus*), sticky geranium (*geranium viscosissimum*), and aspen onion (*alium bisceptrum*). Comprises 28.6% of the Property
Parking Lot & Road	Paved or gravel, no discernible vegetation. Comprises 1.4% of the Property

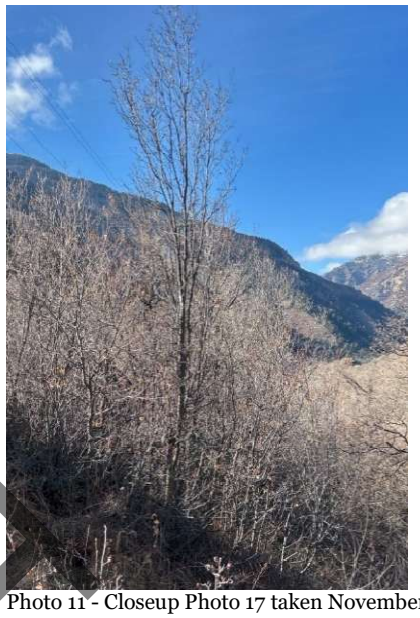
DRAFT

Table 5 - Native Plant Species Identified on the Property

Common Name	Description	Photograph
Aspen (*Populus tremuloides*)	Aspen is Utah's state tree and covers nearly 60 % of the state's forested area, forming massive clones such as "Pando" in Fishlake National Forest—possibly the world's oldest and heaviest living organism. It provides habitat and forage for deer, elk, beavers, birds, and more, and often acts as a natural firebreak in conifer forests. Its wide root-sprouting strategy allows rapid regeneration after disturbance or fire, sustaining biodiversity and water infiltration. (Chong, Simonson, Stohlgren, & Kalkhan, 2000) (Nesom, Quaking Aspen (Populus tremuloides Michx.), 2002) (Western Aspen Alliance, n.d.)	Photo 6 - Closeup Photo 50 taken November 21, 2025

Box Elder (*Acer negundo*)	The form in Utah is a variety of a species found across the United States. It is adapted to establish in mesic soils, approximately 4-8 thousand feet in elevation, and is drought tolerant once established. Often found in areas with established communities of willow, narrowleaf cottonwood, aspen, and chokecherry. Provides groundcover and streambank stability as well as shade for livestock. Its wood is brittle and weak, but has been used as a source of fuel and cheap lumber. Easily injured by rot, fire, and insects. (Nesom, Boxelder (Acer negundo L), 2017) (USU Range Plants of Utah, 2025)	 *Photo 7 - Closeup photo 31 taken November 21, 2025*
Common Cow Parsnip (*Heracleum maximum*)	A native perennial forb that is found throughout the US and Canada in a variety of forest habitats, grassland, shrubland, meadow, alpine, and riparian zones. It is a common understory aspen-conifer woodlands, avalanche chutes, and riparian areas. Valuable forage for livestock, ungulates, and bear, and is moderately valuable for erosion control, revegetation, and soil stability. (USU Range Plants of Utah Extension)	 *Photo 8 - Cow Parsnip*
Creeping mahonia (*Mahonia repens*)	A low evergreen shrub of shaded canyon floors and open woodlands that provides early spring flowers for pollinators and dense cover for small mammals (Ulev, 2016).	 Photo 9 - Closeup Photo 14 taken November 21, 2025

DRAFT

Field Horsetail	Occurring in woods, fields, meadows, and swamps, field horsetail is found most often in riparian areas and disturbed, moist areas. It is not good forage for animals, and in fact can be toxic in large enough quantities. (USDA NRCS, n.d.)	 *Photo 10 - Closeup Photo 15 taken November 17, 2025*
Gambel Oak (*Quercus gambelii*)	A multi-stemmed oak forming thickets on canyon slopes that provides mast for wildlife, erosion control, and important shrub/tree structure in montane and canyon ecosystems (Abella & Fule, 2008).	 Photo 11 - Closeup Photo 17 taken November 21, 2025
Great Basin Sagebrush (*artemisia tridentata*)	Native keystone of Utah's sagebrush steppe; critical forage for sage-grouse and mule deer, stabilizes soil and shapes fire regimes.	 Photo 12 - Closeup Photo 42 taken November 21, 2025

DRAFT

Great Basin Wildrye (*Leymus cinerus*)	A tall bunchgrass native to Utah's sagebrush and pinyon-juniper landscapes, great basin wildrye provides excellent wildlife forage and erosion control. Its deep roots make it drought tolerant, and it's commonly seeded in rangeland restoration. It remains green later into the season than many native grasses, supporting livestock and habitat function (Stevenson Intermountain Seed, 2024)	 Photo 13 - Closeup Photo 25 taken November 21, 2025
Long-stalk spring-parsley (*Cymopterus longipes*)	A ground hugging herb with a fleshy, sheathed taproot and pale gray-green leaves. (Andersen & Holmgren, 1996)	 *Photo 14 - Longstalk springparsley (Dyke, 2022)*
Red Osier Dogwood (*Cornus sericea*)	Utah's only native dogwood, native to alpine streambanks. Medium to large shrub, 7-10' tall. Used ornamentally as a landscape plant. (USU Forestry Extension, 2025)	 *Photo 15 - Closeup Photo 26 taken November 21, 2025*

DRAFT

Rocky Mountain Juniper (*juniperus scopulorum*)	A small to medium-sized evergreen tree with dense, dark green foliage and small, bluish berries, commonly found in dry, rocky soils, foothills, and desert landscapes across Utah. It provides critical cover and habitat for wildlife, including birds and small mammals, and its berries are a food source for several bird species, jackrabbits, foxes, and coyotes. Its foliage is forage for mule deer in times of scarcity. Rocky Mountain Juniper is highly adapted to arid environments and can stabilize soil in erosion-prone areas. Its wood is valued for its durability and aromatic properties and has been used traditionally by Native American tribes for making tools, crafts, and for medicinal purposes such as treating respiratory issues. (Rocky Mountain Juniper, n.d.)	 *Photo 16 - Closeup Photo 40 Taken November 21, 2025*
Western Sweet Cicely (*Osmorhiza occidentalis*)	Common in moist meadows, woodlands, thickets, avalanche slopes, open forest, often along streams; valleys to subalpine, this forb of the parsley family has a pleasant anise aroma. It was known for its ability to treat colds, stomachaches, indigestion, gas pains, and more. (Discover Lewis & Clark, n.d.)	 *Photo 17 - Ground Photo 13 taken May 17, 2025*
White fir (*Abies concolor*)	A common native tree in the Wasatch mixed conifer forests, where it is a typical an integral step in aspen succession. Suitable for multiple habitat strata, erosion control, and drought management conditions. Reproduces under conditions of deep shade, this pioneer species is aggressively outcompeting other conifers and aspen in the same area after disturbance. (Zouhar, 2001)	 *Photo 18 - Closeup Photo 35 taken November 21, 2025*

DRAFT

2.3 Recreational Conservation Value

Recreational conservation values describe Properties that afford the general public to use their open space for recreational opportunities such as hiking, skiing, biking, fishing, bird watching, nature viewing, and more.

Utah's economy has grown substantially in the past decade. 2024 saw Utah's nominal GDP surpassing $300 billion in history, with a sustained GDP growth rate of over 4% for all four quarters (Kem C Gardner Policy Institute, 2025). For this reason and others, its population is expected to grow 1.5% annually for the next decade (Kem C Gardner Policy Institute, 2024). Reasons for this abound, but one of the most cited reasons are the recreational opportunities afforded for residents and visitors. Utah's outdoor recreation economy alone contributed $9.5 billion in value added, contributing to 3.4% of Utah's GDB and supporting over 70,000 jobs in 2023 (Utah DNR Division of Outdoor Recreation, 2024).

All of this demand cannot be satisfied by federal public lands alone. Areas such as those offered on the Property allow the general public to ski, bike, hike, and enjoy the intangible benefits offered by open, connected ecosystems.

The Property currently offers a large publicly maintained park with picnic areas, shelters, and restrooms, as well as nature trails for the enjoyment of nature's sights and sounds. The Property hosts some 3244 m of hiking trails as of the writing of this baseline. See Map 42 - Built Environment on page 40 for the alignments of current trails on the Property.

It is the intention of the grantor to expand the public recreational opportunities offered by the Property, including by expanding the hiking and singletrack mountain biking trails available. These trails will be constructed in accordance with the current Provo Parks Master Plan and the Provo Trails Master Plan to be finalized in 2027. Any newly executed alignments will be reflected in future updates of the baseline documentation report.

Conservation values do not exist separately in a vacuum. As Provo Parks and Rec may make changes to the area in the future as outlined in the conservation easement, any addition or alteration like adding hiking trails must be done in a way that upholds all other conservation values.

Photo 19 - Ground Photo 4 taken May 7, 2025

2.4 Hydrological Conservation Value

Hydrological conservation values describe the ability of the geomorphological composition of a property to mitigate erosion, retain and filter water for human use, and provide habitat for riparian species.

Erosion mitigation is somewhat difficult to quantify and describe except to discuss that, as described in section 2.3, the bulk of the Property is unaltered gambel oak and mixed conifer forest. These landcovers' root structures retain a strong soil stratum and whose leafy canopy uses much of the surface flow to transpire, rendering peak runoff to the creeks less intense and allowing the creeks to flow slowly without eroding and incising their banks.

Furthermore, the Property features areas of freshwater emergent wetlands on the lowlands, created by a soil and vegetation structure that slows surface flow to allow sediment and nutrients to settle and be retained in the Property and its surrounding ecosystem. This retention method mimics that of beaver dams, which allow water to continue flowing but slows it and permits riparian areas to grow, peat to settle and be retained, and riparian habitat to be established. It is unknown at this time whether beavers are still an active member of the ecological community. The author of this report acknowledges that this is unlikely.

The existing hydrological makeup of the Property as documented by the US Fish and Wildlife Service's National Wetlands Inventory is shown in Map 10. Notably, this dataset shows some perplexing runs of riverine surface water – the fork in the southern central part of the Property was not observed by the author of this report on a site visit in May 2025. Bunnells Fork actually stays along the eastern border of the Property. The western fork as it is displayed would actually traverse up a hillside, so these geometric qualities are likely the result of an algorithmic glitch in the creation of this dataset. Even so, the water retention and filtration provided by the overland flow throughout the Property provides an obvious and substantial public benefit. The habitat afforded by these riparian hydrological conservation values is further discussed in section 2.8 of this report.

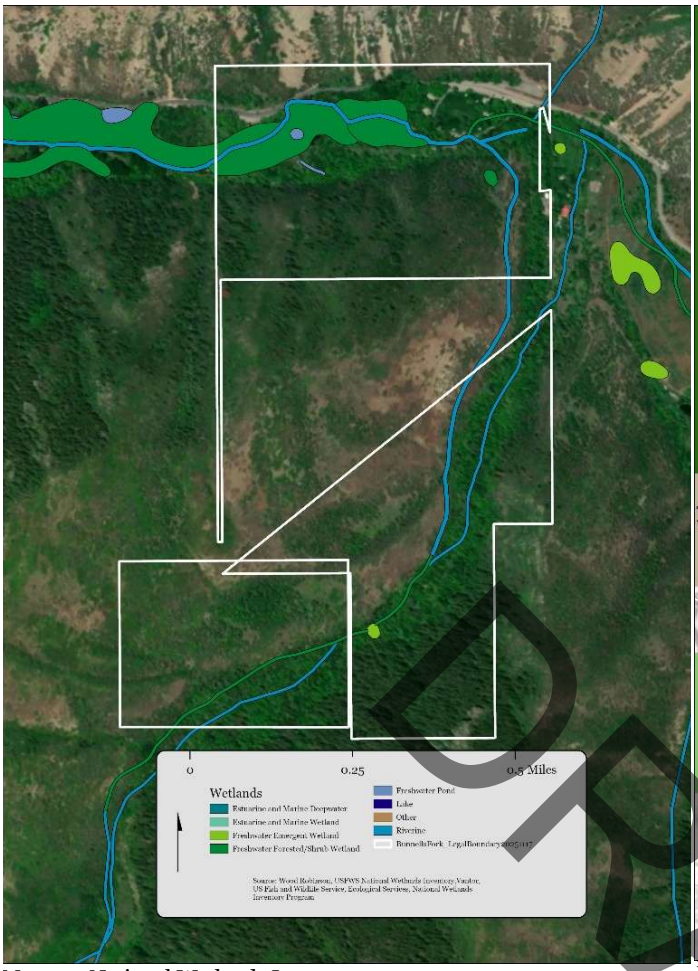
2.5 Open Space Conservation Value

Natural open space demonstrably improves human wellbeing. In addition to its ability to provide the public with opportunities to be physically active in recreation, access to green open space has been linked to improved community health metrics such as lower body mass indexes in adults and children (Chawla, 2015), lower cardiovascular mortality, and lower cortisol (stress) levels (Twohig-Bennett & Jones, 2018). It has been shown to increase short-term memory access (Hall & Knuth, 2014) and decrease perceived risk of poor mental health (Nieuwenhuijsen, Khreis, Triguero-Mas, Gascon, & Dadvand, 2017).

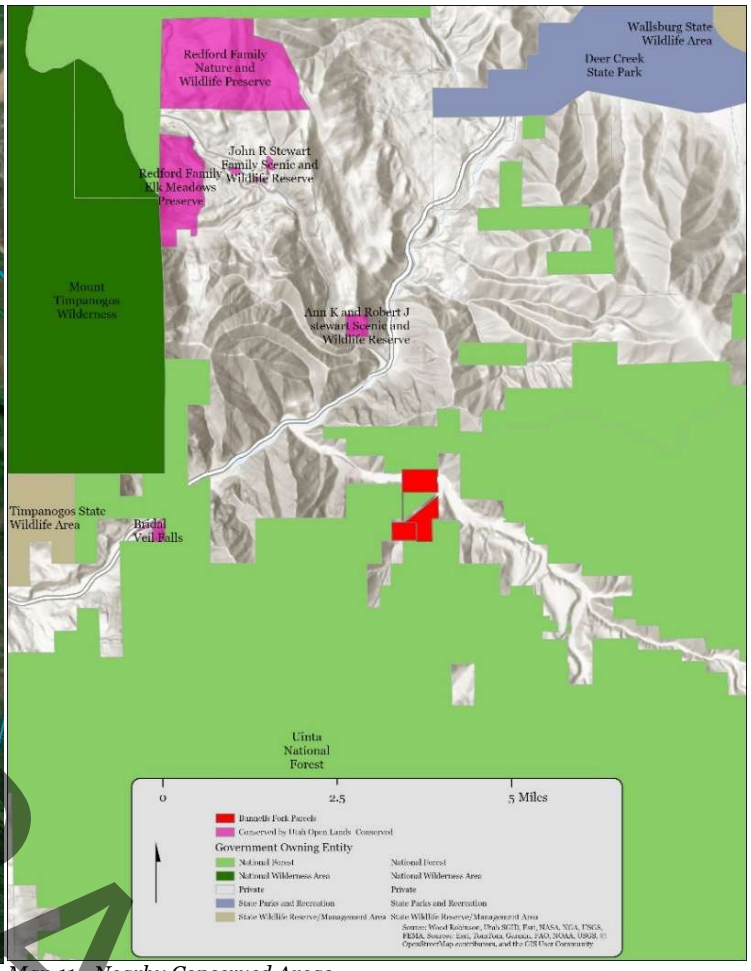
In addition to its health benefits, access to open space has been correlated with increased social cohesion and stronger neighborhood ties, which in turn contribute to reduced crime rates and higher overall life satisfaction (Sullivan, Kuo, & DePooter, 2004). Equitable access to natural open space is a key environmental justice issue, helping to mitigate health disparities in underserved communities. Ensuring that the public can enjoy nearby nature is essential for inclusive community wellbeing (Jennings, Gaither, & Gragg, 2012). The conservation easement will guarantee that these public goods are accessible to all citizens and visitors to Utah County.

The Property is comprised of entirely green open space that is accessible and enjoyable to the general public, generating a clear and tangible public good. With its expansive views, native vegetation, and natural topography, the Property provides a rare and increasingly scarce opportunity for the public to experience the Wasatch Front landscape in its unaltered form. Its accessibility and size make it uniquely suited to serve a growing population seeking connection with the outdoors.

DRAFT



Map 10 - National Wetlands Inventory



Map 11 - Nearby Conserved Areas

DRAFT

Photo 7 - Ground Photo 40 taken May 7, 2025 showing wetlands on the Property

2.6 Scenic Conservation Value

Scenic open space is any piece of undisturbed landscape that is considered of characteristic aesthetic and cultural value to a community. In order to qualify under 170(h), scenic open space must be able to be experienced by a reasonably high number of passersby through public areas such as roadways, trails, or parks. Open space that is hidden in a holler between privately held mountains would not be considered scenic open space.

Aesthetic characteristics are somewhat in the eye of the beholder. However, the bounds of what may constitute scenic aesthetic open space are fairly understandable – for example, while a ski run or mountain bike trail may be considered scenic open space, a high-rise mountaintop condominium would not.

The Property is somewhat tucked away in the South Fork of the Provo Canyon, meaning that it cannot be enjoyed by the same number of passers-by as a property that ran up to, say, I-15 or US-189. However, as a publicly accessible park, any person that wants to visit and pass time enjoying the scenic open space offered by the Property can, and Southfork Road is a public thruway that connects Provo canyon with hundreds of acres of BLM and National Forest lands.

Areas that border the Property are mostly part of Uinta National Forest, managed by the US Forest Service. It is near other Utah Open Lands' protected properties such as Bridal Veil Falls (22.8 acres), the Ann K and Robert J Stewart Scenic and Wildlife Reserve (40 acres), the John R Stewart Family Scenic and Wildlife Reserve (14 acres), and Redford Family Elk Meadows Preserve (316 acres). Nearby properties that have conservation easements and neighboring national forest together offer some confidence that the open space protected by the Protected Property will not become an island, allowing the scenic aesthetics and ecological services offered by the Property to be additionally protected by the designations of its neighborhood. Additionally, by nature of the Property being an inholding of Uinta National Forest leverages the existing protected open space held by the federal government, rendering the conservation of the Property an extension of the existing conservation values hosted by these public lands.

Map 11 shows open and protected areas in the vicinity of the Property.

2.7 Water Quality Conservation Value

Similar to the hydrological conservation values discussed in section 2.4, water quality conservation values describe the ability of the Property to filter water that is destined for human consumption.

Being in the Provo River Watershed which contributes drinking water to a population of over 1 million people as of the 2023 census, the Property's undeveloped, vegetated landscape and intact hydrological processes allow for it to filter and mitigate stormwater destined to the Salt Lake Valley's watershed. Forested uplands, emergent wetlands, and riparian buffers work in tandem to intercept and slow surface water runoff, allowing for the deposition of sediment and the uptake or transformation of nutrients before they reach downstream aquatic systems. This natural filtration process helps to reduce the transport of pollutants such as nitrogen, phosphorus, heavy metals, and pathogens—common components of non-point source pollution—into receiving waters (Carpenter, et al., 1998) (US Environmental Protection Agency (EPA), 2003)

In addition, the well-vegetated landscape promotes groundwater infiltration and recharge. By absorbing precipitation and allowing it to percolate through soils, the Property plays a role in sustaining both local aquifers and baseflow in nearby streams, which supports long-term water supply quality and quantity (Scanlon, Healy, & Cook, 2002). The preservation of canopy cover over stream channels helps regulate water temperature, which is critical to maintaining dissolved oxygen levels and supporting aquatic organisms sensitive to thermal stress (Poole & Berman, 2001).

The natural topography and vegetation also reduce the velocity and volume of runoff during storm events, mitigating the delivery of pollutants and protecting downstream ecosystems from erosion and nutrient loading spikes. This is especially important in the context of a changing climate, where extreme weather events are expected to become more frequent and intense (US Global Change Research Program, 2018).

The Property's location in the headwaters of the Provo River watershed means these water quality benefits are not limited to its immediate vicinity. Rather, they contribute to the ecological integrity and water quality of downstream users and habitats along the Wasatch Front. In maintaining these hydrological functions, the Property provides a public benefit that extends well beyond its boundaries.

As previously mentioned in this report, the Property also hosts significant water supply infrastructure of a sensitive and private nature. This infrastructure is discussed in the Secure Infrastructure Inventory report that accompanies the conservation easement.

2.8 Wildlife Habitat Conservation Value

Habitat as a Conservation Value protects natural, historical habitat for fish, wildlife, and plants. It is described by the NRCS as an area that includes food, water, cover, and space for wildlife to complete all stages of their life cycle – birth to reproduction to death. Habitat can include land areas that will support different animal and plant species throughout all or some seasons. Habitat is defined within the bounds of geophysical settings, expressed in the form of overland vegetation type, and observed *in situ* and through understood, studied, and catalogued geographic ranges. Habitat on conservation easements can be vital as it may support a region's species of greatest conservation need and the instinctual corridors they provide.

This section is divided into three parts. First, the habitat featured on the Property that is suitable for Utah's expressed conservation goals are discussed. Second, the species of greatest conservation need that are protected by these conservation goals are discussed in terms of its regionally and locally predicted ranges. Third, the game species whose ranges include the Property are discussed.

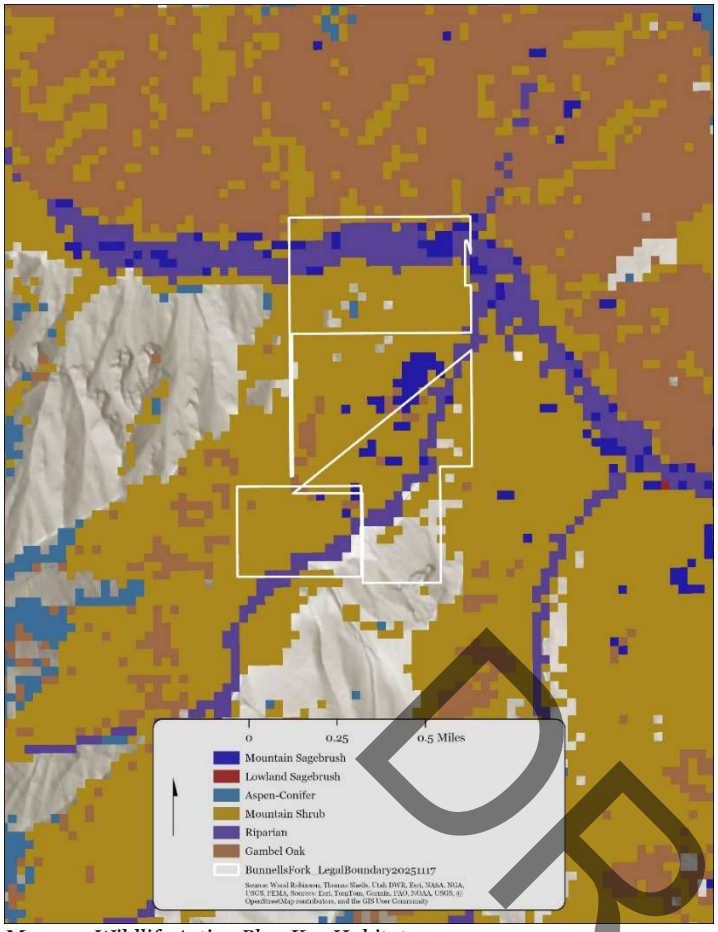
It is important to note that animals do not respect borders drawn on maps and "range" data is only as robust as it is recent and reconciled. For this reason, all assertions of the wildlife habitat sustained by the geographic bounds of the Property must be taken with a grain of salt.

2.8.1 Wildlife Action Plan Key Habitats

Habitat is characterized using Utah's Wildlife Action Plan's Key Habitat classification. The Utah Wildlife Action Plan (2015-2025) identifies species in particular need of attention for ongoing population health in the state of Utah and pinpoints those species to particular landcover phenotypes that will facilitate their ongoing population health. The Utah Department of Wildlife Resources publishes a spatial dataset to catalog the geographic spread of these important landcovers across the state including across the Property based on extrapolation from the 2013 LANDFIRE data product, the results of which can be referenced in Map 12.

Per this dataset, the Property is comprised of largely mountain shrub, mountain sagebrush, and riparian areas. Field observations refute this, as the bulk of what is described as "mountain shrub" could actually be described as gambel oak, while and much of the mountain sagebrush areas could actually be described as mountain meadow, as very little *artemisia tridentata* was found on the hillsides. A better use of the wildlife action plan key habitats is actually to reference Table 4 - Observed Landcover Classifications' Dominant Vegetation on page 14 of this report and connect the observed areas with wildlife action plan key habitats. In reference to this, the Gambel Oak Forest (54% of the Property, WAP Key Habitat: Gambel Oak), the mixed conifer forest (13.9% of the Property, WAP Key Habitat: Aspen-conifer), and riparian (28.6% of the Property, WAP Key Habitat: riparian), combine to a total key habitat proportion of the Property of 96.5%.

DRAFT



Map 12 - Wildlife Action Plan Key Habitat

2.8.2 Species of Greatest Conservation Need

The wildlife action plan also offers a list of species of greatest conservation need. Utah's Species of Greatest Conservation Need (USGCN) refers to the list of endangered species, threatened species, or species otherwise in need of direct action to prevent their continued population decline in Utah. A list of all USGCN that are known in Utah, their threatened/endangered status, and the likelihood of their being found on the Property can be referenced in Appendix B.

Additionally, the Utah Department of Wildlife Resources provides a 7.5-minute quadrangle map that compiles records of documented encounters with USGCN. The quadrangle that covers the Property – titled the Bridal Veil Falls Quadrangle - documents a recent (in the past 30 years) siting of American pika (*Ochotona princeps*), bald eagle (*Haliaeetus leucocephalus*), black swift (*Cypseloides niger*), Bonneville cutthroat trout (*Oncorhynchus clarkii Utah)*, Golden eagle (*Aquila chrysaetos*), Green River pebblesnail (*fluminicola coloradoensis*), northern leopard frog (*Lithobates pipiens*), peregrine falcon (*Falco peregrinus*) and townsend's big-eared bat (*corynorhinus townsendii*). These species are of varying degrees of threatened and endangered status from multiple organizations, as is documented in Appendix B. These encounters are not exhaustive, as they are only derivative of encounters documented on the Utah Natural Heritage Program's database as of 2022.

As the USGCN geographic database only documents recent encounters with SGCNs within the vicinity of the Property, this report expands upon these reports using the USGS Gap analysis project's habitat maps which record the predicted spatial distribution of suitable environment for an individual species. The likely presence of year-round, winter, and summer habitats is predicted based on the biogeophysical conditions of a given species' current habitats, similar to those categorized in section 2.2.1 of this report. While this dataset does not show documented existence of a given species, it shows areas that are understood to provide suitable habitat for a given species and can thereby be interpreted in tandem with the USGCN encounters to be robust evidence for relatively natural habitat for important, threatened wildlife species. For several species highlighted, significant habitat occurs not within the specific boundary of the Property itself but in the region. It is important to preserve open space for many of these species to protect forage availability and migrator corridors.

Maps showing the USGS Gap Analysis Projects' depictions of the terrestrial habitat extents to several of the USGCN encounters near the Property can be referenced in the following pages.

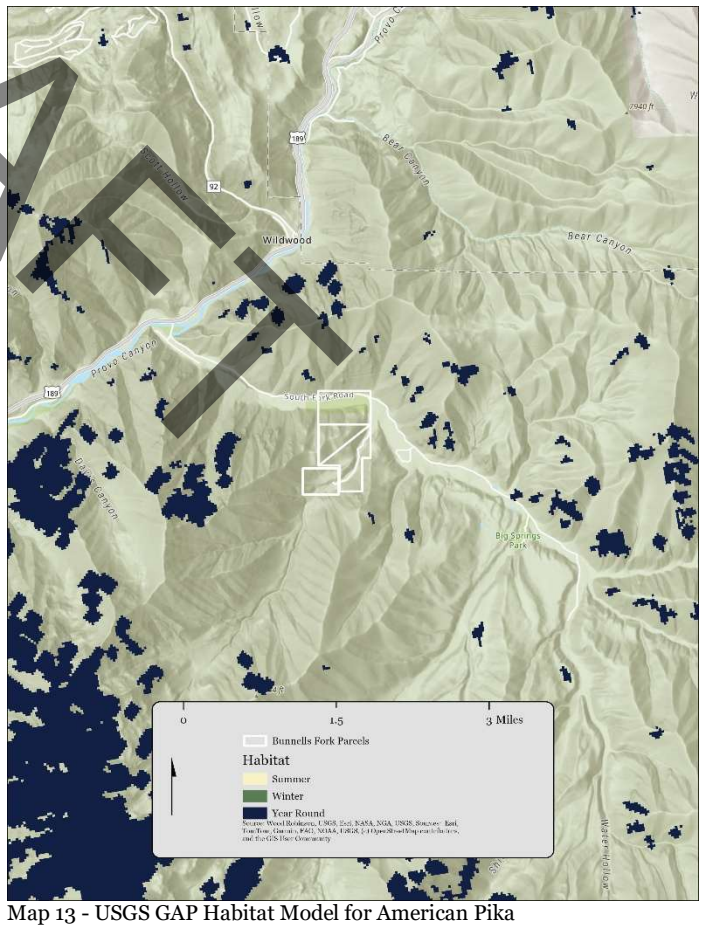
2.8.3 Utah Game Habitats

The Property hosts significant habitat for many game species. The Utah Department of Natural Resources publishes the habitat extent of numerous game species and delineates these extents as being either crucial – those "habitats on which the local population of wildlife species depends for survival because there are no alternative ranges or habitats available… Degradation or unavailability of crucial habitat will lead to significant declines in carrying capacity and/or numbers of wildlife species" – or substantial – "habitat used by a wildlife species but is not crucial for population survival" (Utah DNR, 2021).

The Property features substantial spring-early fall habitat for bandtailed pigeon; substantial year-long habitat for black bear, mountain goats, and ruffed grouse; crucial winter and spring habitat for mule deer; and crucial year-long habitat for blue grouse, California quail, moose, and wild turkey. It is immediately adjacent to crucial winter habitat for elk. Maps 18-27 show the spatial spread of these habitat ranges.

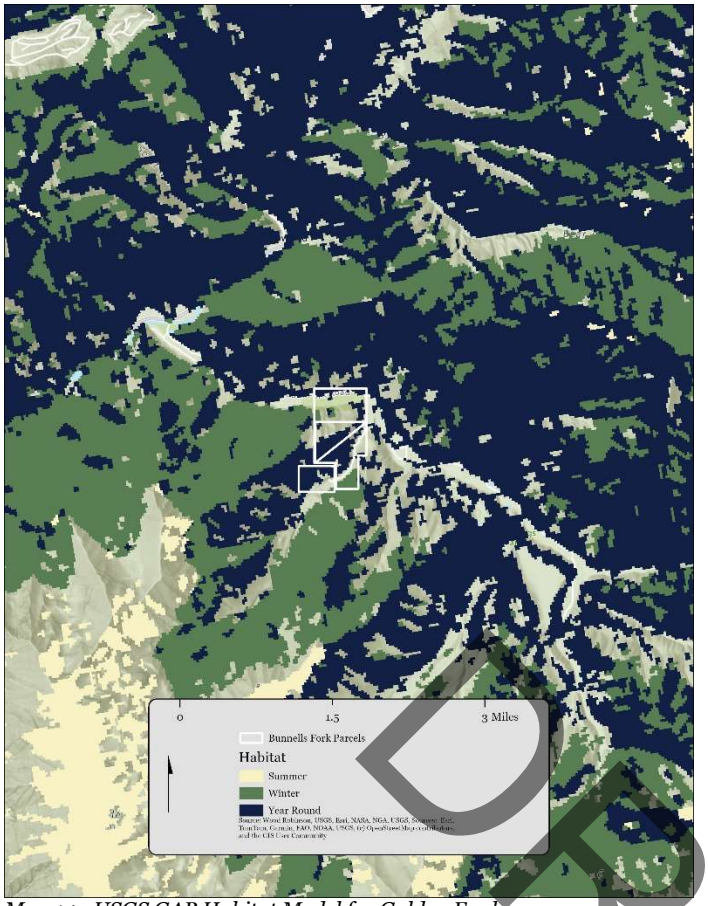
2.3.4 Bobcats and Cougars

The Property is in the Wasatch Mountains, Cascade Cougar and Bobcat Management Area. Per the USGS Gap Analysis Project discussed in section 2.8.2 of this report, the Property features significant year-round habitat for bobcat and cougar, displayed in Map 28 and Map 29.

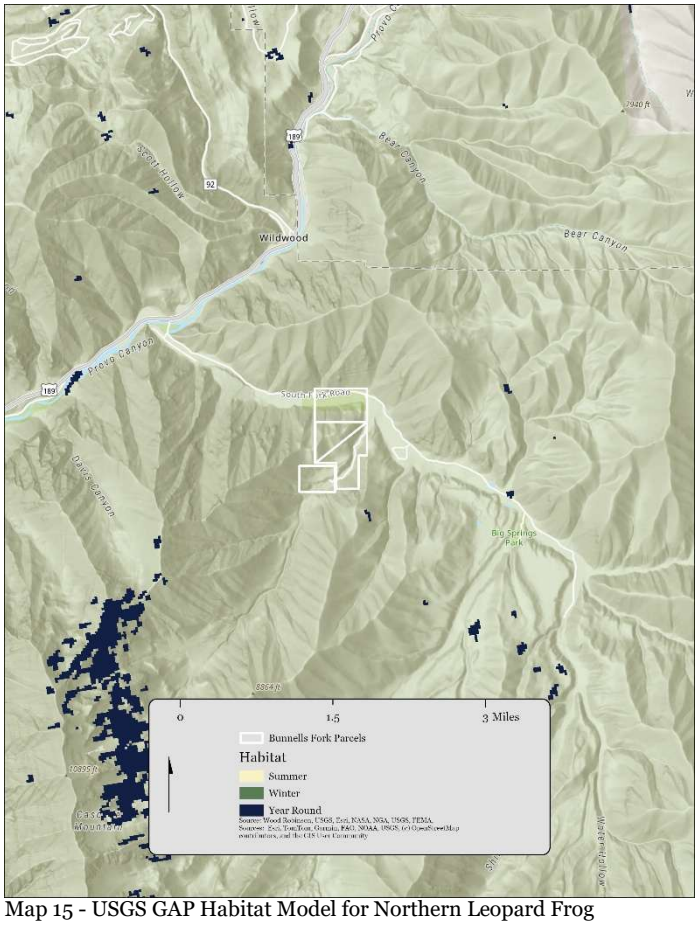


Map 13 - USGS GAP Habitat Model for American Pika

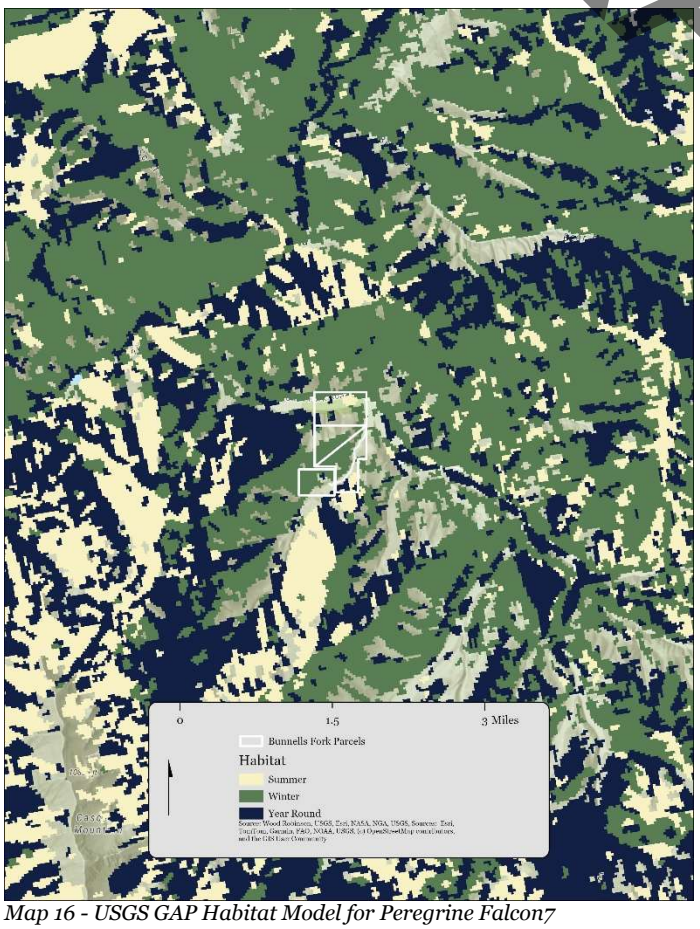
DRAFT



Map 14 - USGS GAP Habitat Model for Golden Eagle



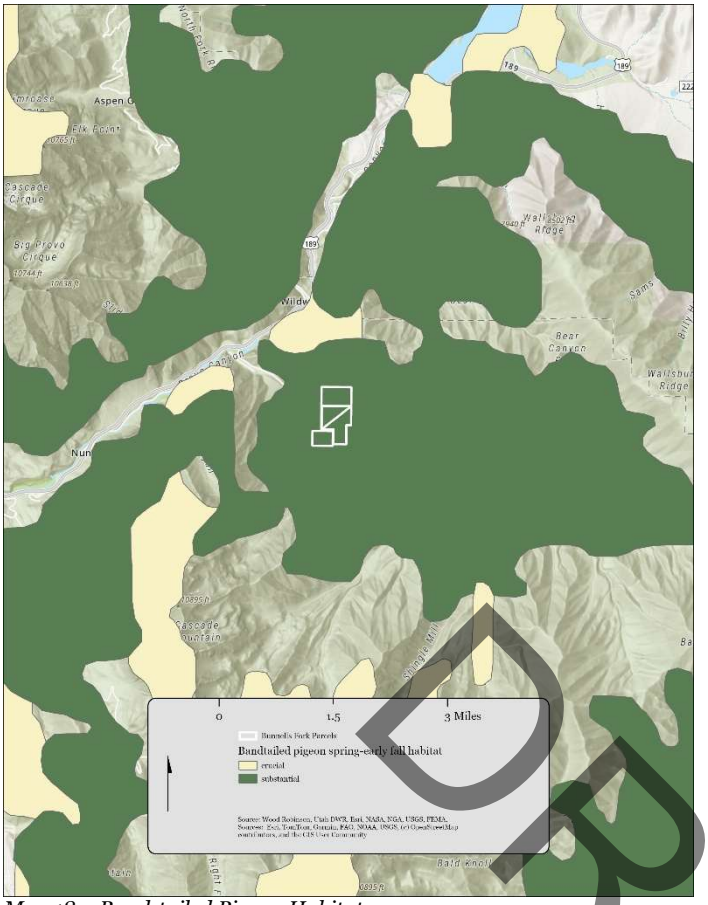
Map 15 - USGS GAP Habitat Model for Northern Leopard Frog



Map 16 - USGS GAP Habitat Model for Peregrine Falcon7

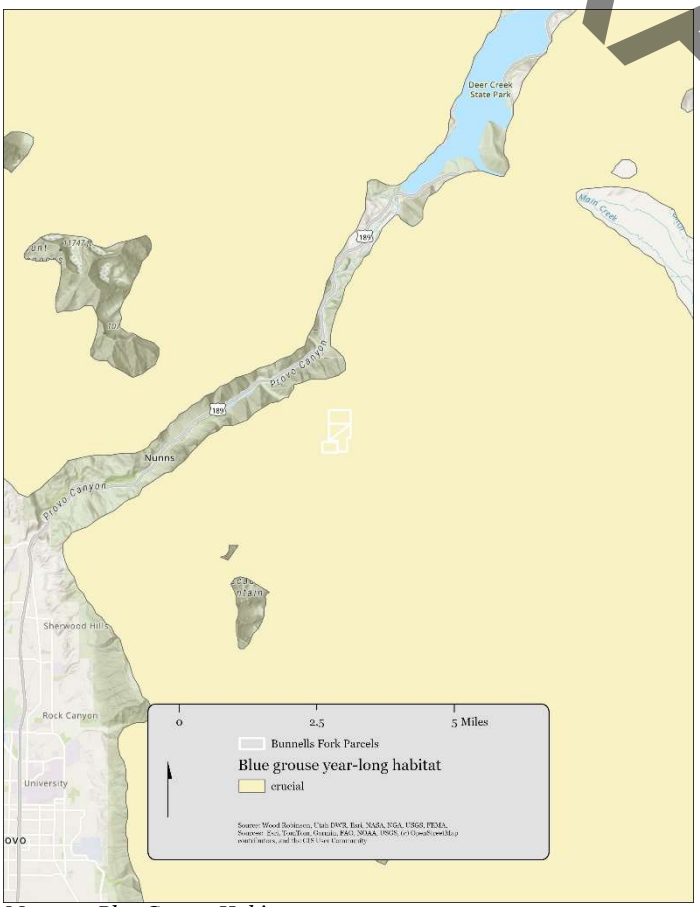
Map 17 - USGS GAP Habitat Model for Townsends Big Eared Bat

DRAFT

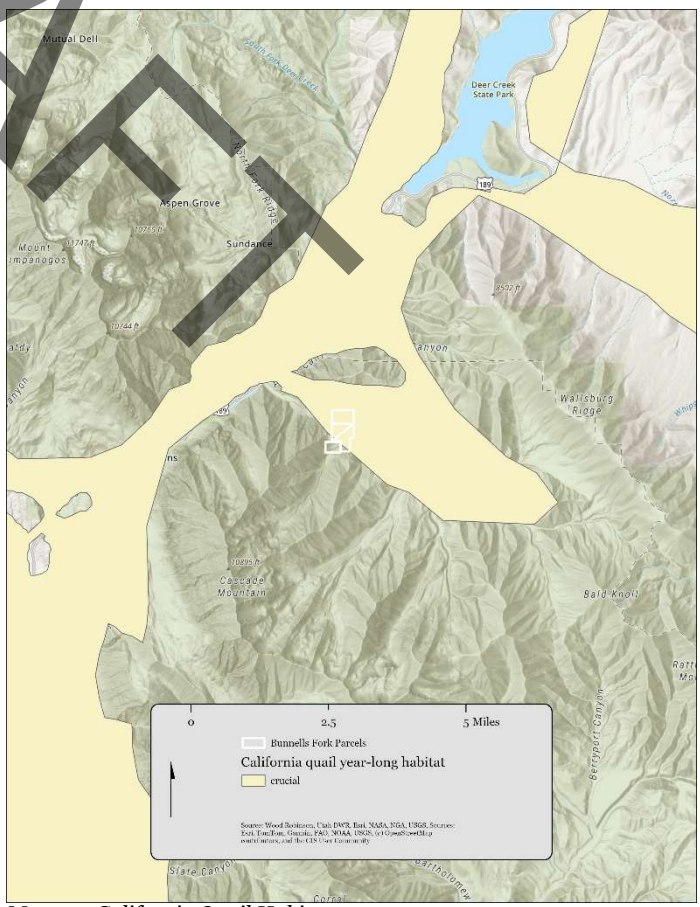


Map 18 – Band-tailed Pigeon Habitats

Map 19 - Black Bear Habitat

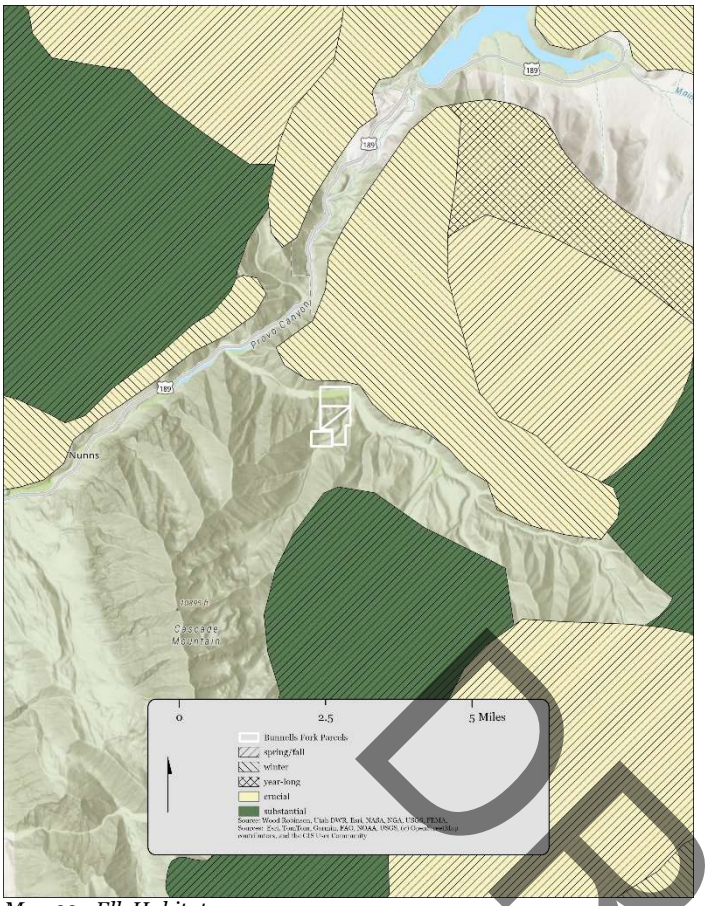


Map 20 - Blue Grouse Habitat

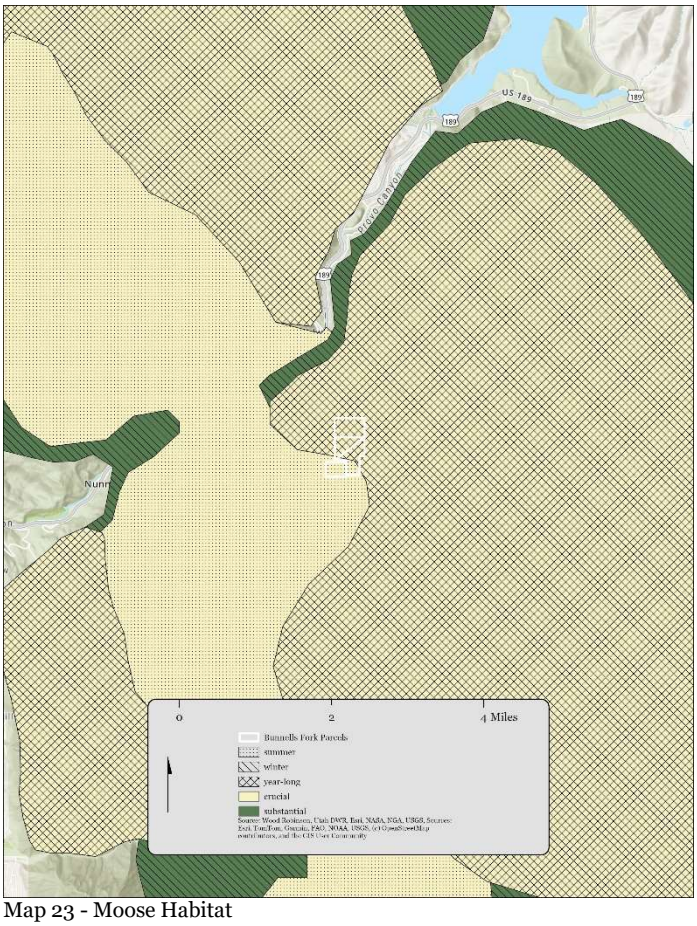


Map 21 - California Quail Habitat

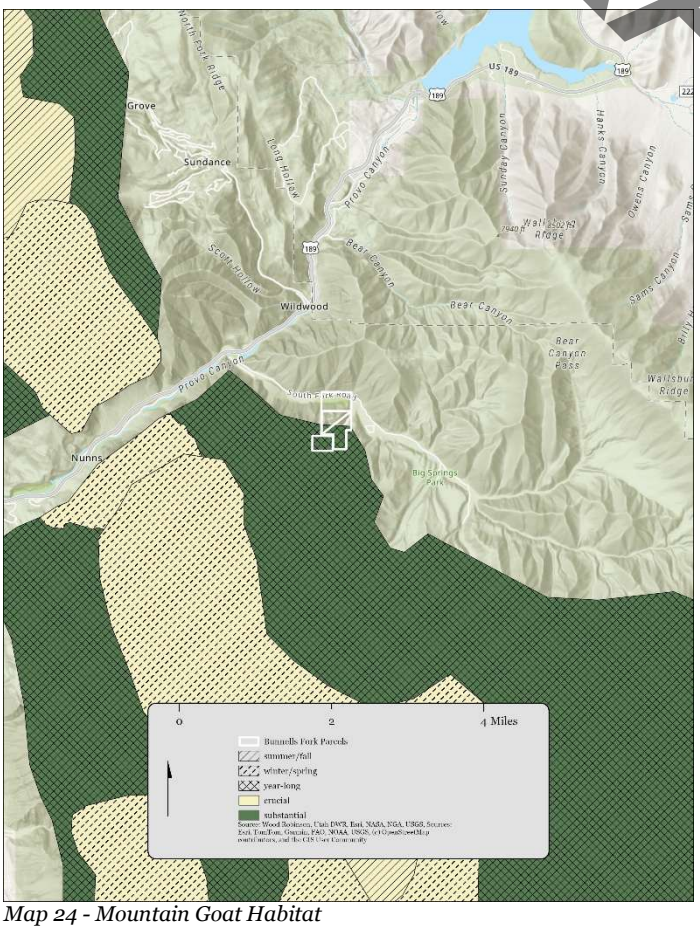
DRAFT



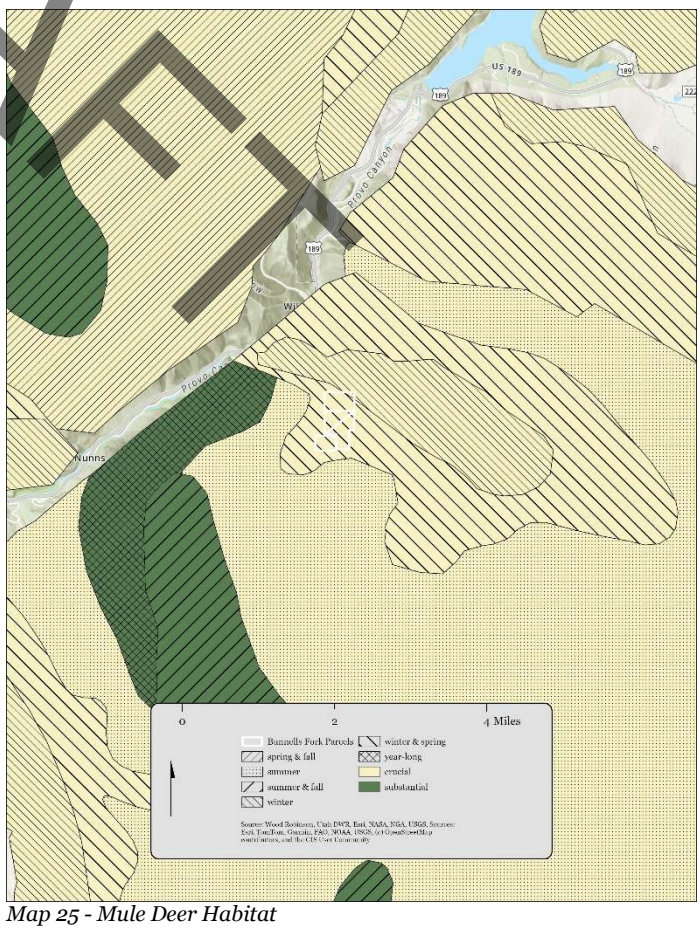
Map 22 - Elk Habitat



Map 23 - Moose Habitat



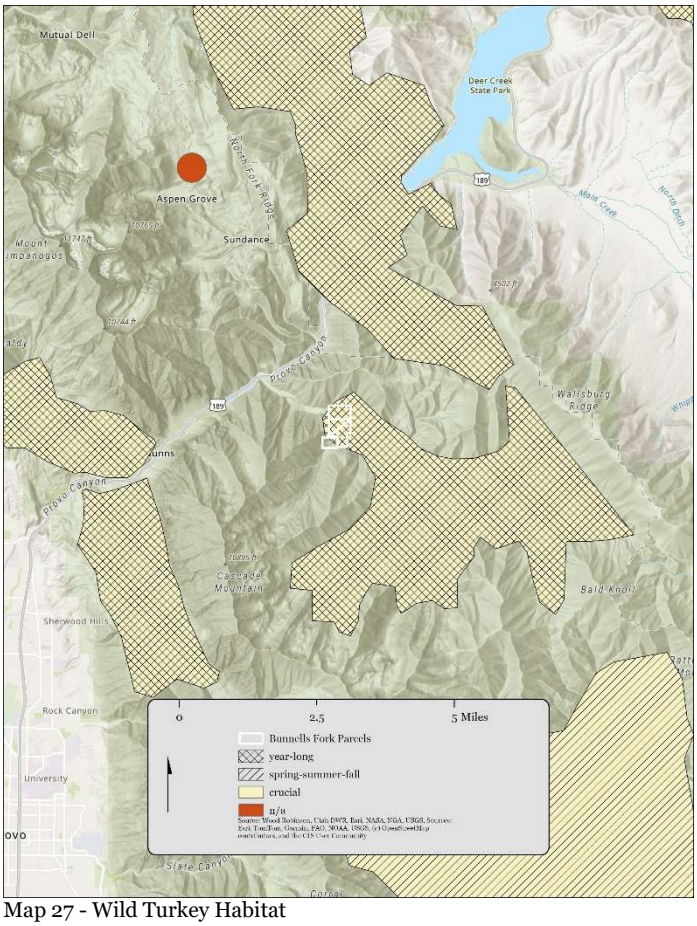
Map 24 - Mountain Goat Habitat



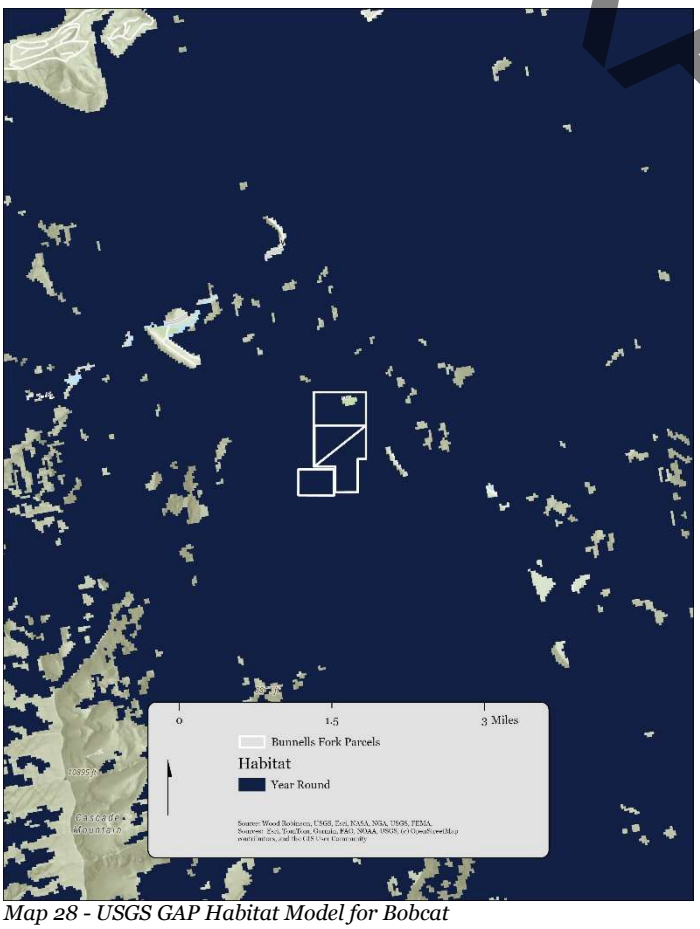
Map 25 - Mule Deer Habitat

DRAFT

Map 26 - Ruffed Grouse Habitat



Map 27 - Wild Turkey Habitat



Map 28 - USGS GAP Habitat Model for Bobcat

Map 29 - USGS Gap Habitat Model for Cougar

DRAFT

3 – Conservation Value Health and Threats

This section discusses the ecological capacity of the Property to adapt in the face of a changing climate and the current identified threats to the conservation values protected by the conservation easement. It first discusses the composition of the Property that affords it inherent ability to continue to provide wildlife habitat as ecosystems change in response to anthropogenic climate change, then discusses threats such as invasive/non-native plant and animal species, wildfires, and development. This section concludes with a catalog of the restricted and permitted uses encumbered by the conservation easement that are established to mitigate future human effects on the conservation values identified in section 2.

3.1 The Nature Conservancy's Resilient and Connected Network Dataset

The Nature Conservancy is a global nonprofit tasked with protecting and caring for nature. Its century of work has prioritized direct action towards saving threatened natural areas and the wildlife that depend on them. As it became clearer that the changing global climate posed an unprecedented threat to natural areas, it created the Center for Resilient Conservation Scientists, a group of scientists and spatial analysts who create landscape-to-regional scale ecological spatial data products that inform the Nature Conservancy's priority planning and conservation actions.

One such spatial data product is the resilient and connected network, a proposed conservation network of representative climate-resilient sites designed to sustain biodiversity and ecological functions into the future under a changing climate. These sites are derivative of several landscape scale assessments: geophysical setting, landform, landscape diversity, local connectedness, terrestrial resilience, connectivity & climate flow, and recognized biodiversity (Anderson, Clark, Olivero, & Cameron, 2023).

Each data product is illustrated in its corresponding map on pages 28-27.

3.1.1 Geophysical Setting

Geophysical settings are derived from the most fundamental variabilities between landscapes that dictate their patterns of biodiversity. Bedrock geology, soil types, and elevation are fundamental to the ecological and biological expression of a landscape, thus the Nature Conservancy used this dataset as a fundamental building block upon which their resilient network was designed. Resilience characteristics were only compared among the same geophysical setting, ensuring that each biome was sufficiently represented in the resulting resilient places dataset.

The Property is comprised of lower montane calcareous sedimentary soils, lower montane loams, mountain lower basin loams, and mountain lower basin calcareous sedimentary soils.

3.1.2 Landform

Landform units subdivide the landscape into local topographic units with unique moisture and temperature profiles. They reflect local variability in slope, aspect, solar irradiance, moisture availability, and wind susceptibility. Because wildlife experience climate at a very local scale, high microclimatic variation allows species to persist at sites even when the regional climate appears heterogeneous and unsuitable.

The Property is comprised of a slew of different landforms that can be referenced on Map 31.

3.1.3 Landscape Diversity

Landscape diversity estimates the number and variety of micro-climates in a circular area for each representative point of the surface studied. This estimates the number of distinct temperature-moisture combinations available to resident species. Sites with a highly diverse landscape are expected to maintain ecological functions better than more heterogeneous landscapes because of local species' ability to adapt to more localized habitat.

The Property exhibits a very diverse landscape, with values ranging from the seventh to eighth octile for Utah.

3.1.4 Local Connectedness

Local connectedness evaluates how connected the landscape is on a local scale, highlighting the degree that development has impacted wildlife's potential to access current and new habitats. The premise is that development creates barriers to wildlife movement, preventing its ability to adapt to a changing climate.

The Property exhibits low local connectedness (second octile for Utah).

3.1.5 Terrestrial Resilience

Terrestrial resilience refers to the ability of a given place to maintain species diversity and ecological function as the climate changes. It was determined by evaluating and quantifying physical characteristics that foster resilience such as landscape diversity and local connectedness. It is calculated within ecoregions based on all cells of the same geophysical setting and is described on a relative basis as above or below the average.

The Property exhibits high terrestrial resilience with values in the seventh and eighth octiles for Utah.

3.1.6 Connectivity & Climate Flow

Climate flow refers to the gradual movement of populations in response to changes in the climate. Over time, climate forces cause the change in understood ranges for ecological communities. This TNC model assesses the overall permeability of the landscape of the coterminous United States as dictated by development extent and climatic gradients (how locations affect the expression of climate change, i.e. climate change is felt differently at different elevations, latitudes, and proximities to water.) Higher values of the connectivity & climate flow index indicate a more permeable landscape.

The Property exhibits terrain exhibiting slightly above average connectivity and climate flow, sixth octile for Utah

3.1.7 Recognized Biodiversity

Each of the Nature Conservancy's metrics that have already been discussed focus on the geophysical constraints of the landscape as they pertain to species' ability to adapt to a changing climate. Recognized biodiversity introduces a biologic component by defining areas with high levels of existing biodiversity. It is a compilation of regions that are already recognized for their biodiversity value, focusing on rare species, intact habitat, or exemplary natural communities. The compilation is based on 67 ecoregional assessments and 35 state wildlife action plans as well as data from the natural heritage network.

The Property is in the Southern Wasatch conservation site of the Utah-Wyoming Rocky Mountains Ecoregion which provides habitat for over 100 different conservation targets classified as G1 or G2 (internationally endangered) as well as focal species such as grizzly bears, wolverines, wolves, and elk. (Noss, Wuerthner, Vance-Borland, & Carroll, 2001)

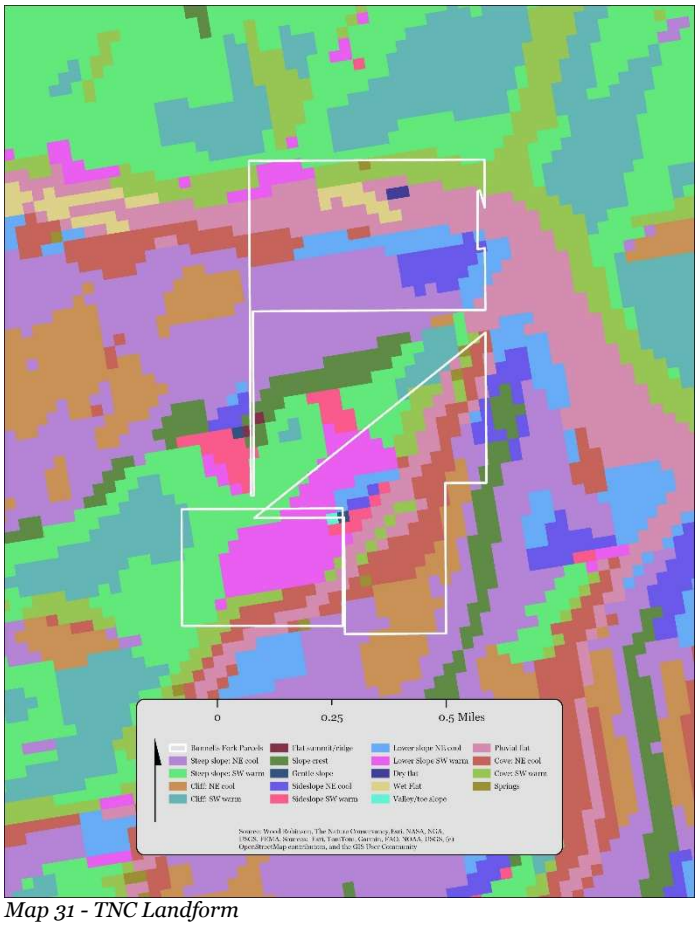
3.1.8 Resilient Sites

Derived from the seven previously discussed indices, the Nature Conservancy's Resilient Sites define key areas across the United States that are physically resilient, well-connected, and biologically significant. They are intended for use by government, conservation organizations, and private enterprise to help prioritize the conservation tracts that are of high ecological consequence. These sites have been evaluated by the Nature Conservancy's Center for Resilient Conservation Science for their perceived ability to sustain biodiversity and ecological functions into the future changing climate.

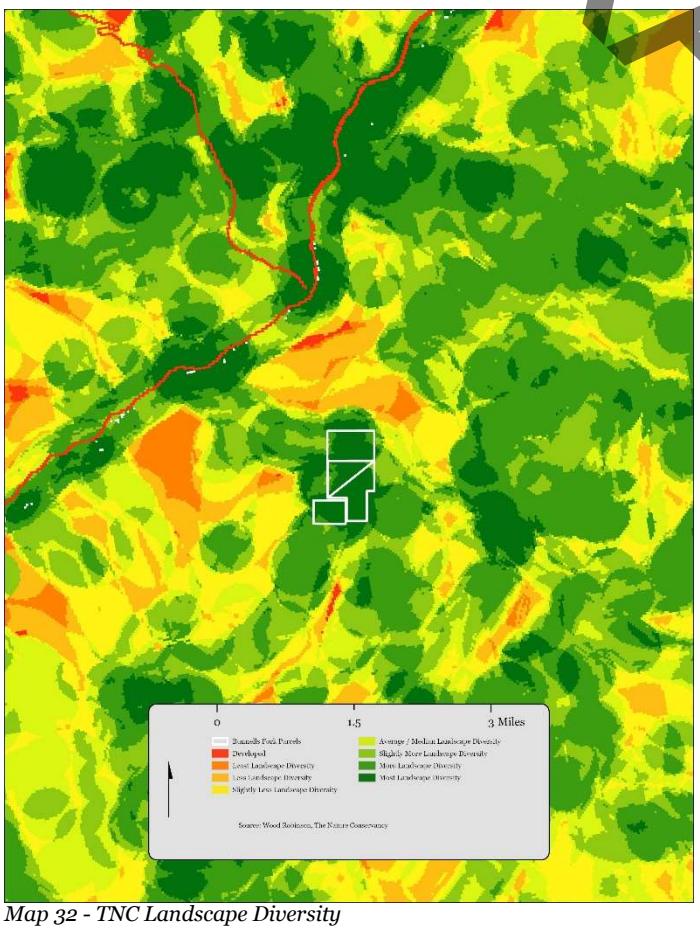
Per this analysis, the Property has been evaluated as being in the highest octile of resilience for Utah. This fact in tandem with its location in an area of high recognized biodiversity suggests that its conservation and the conservation of neighboring landscapes will be essential in preserving biodiversity and habitat connectivity into the future. The Property's connection and variability will be essential in providing plentiful variable niches for Utah's wildlife and vegetation to find and inhabit into the future.

DRAFT

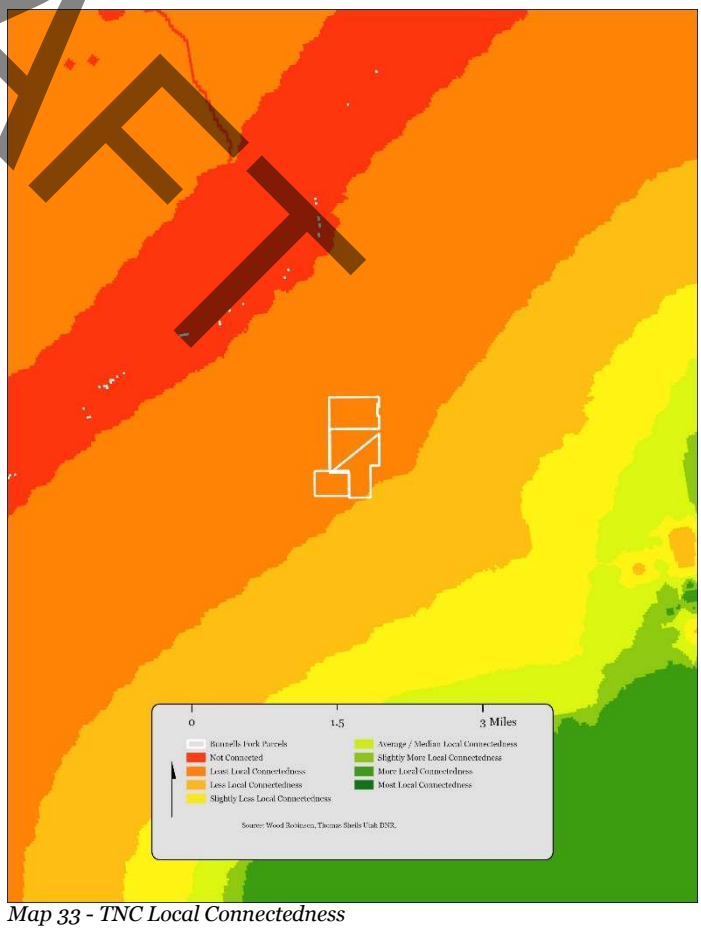
Map 30 - TNC Geophysical Setting



Map 31 - TNC Landform

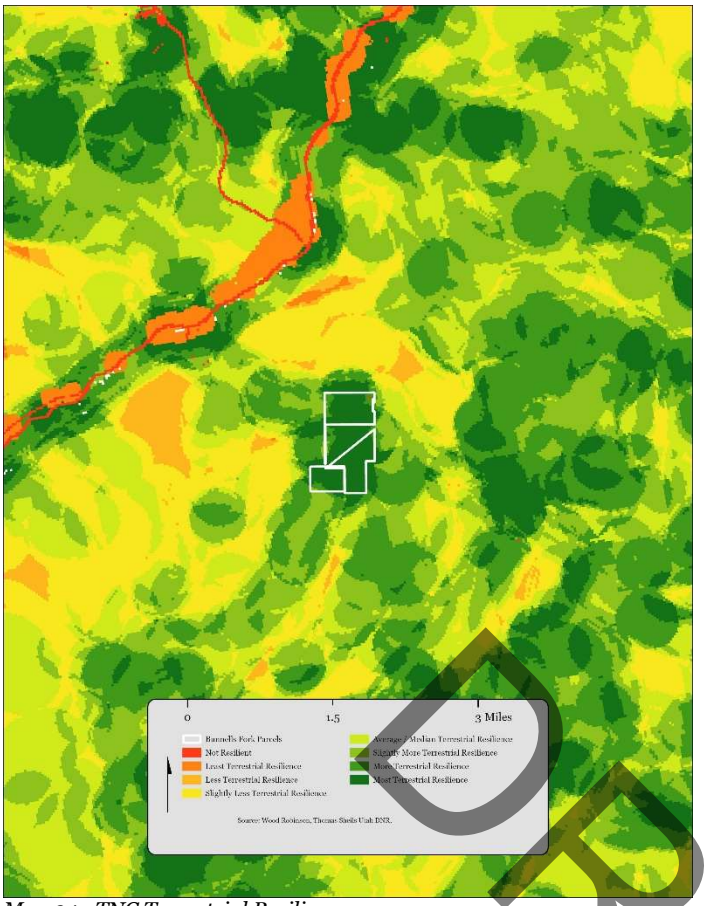


Map 32 - TNC Landscape Diversity

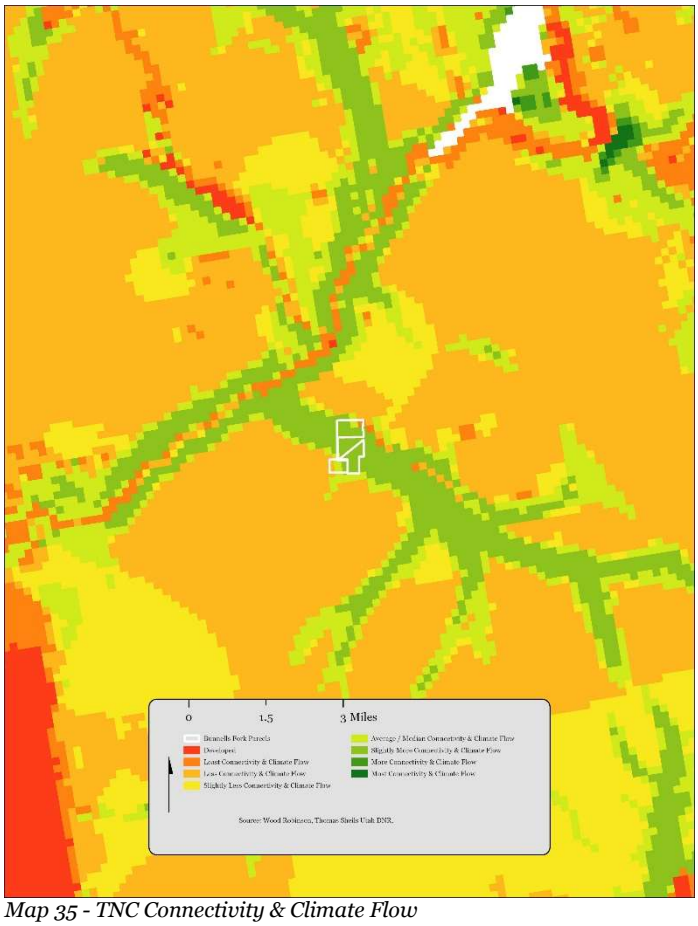


Map 33 - TNC Local Connectedness

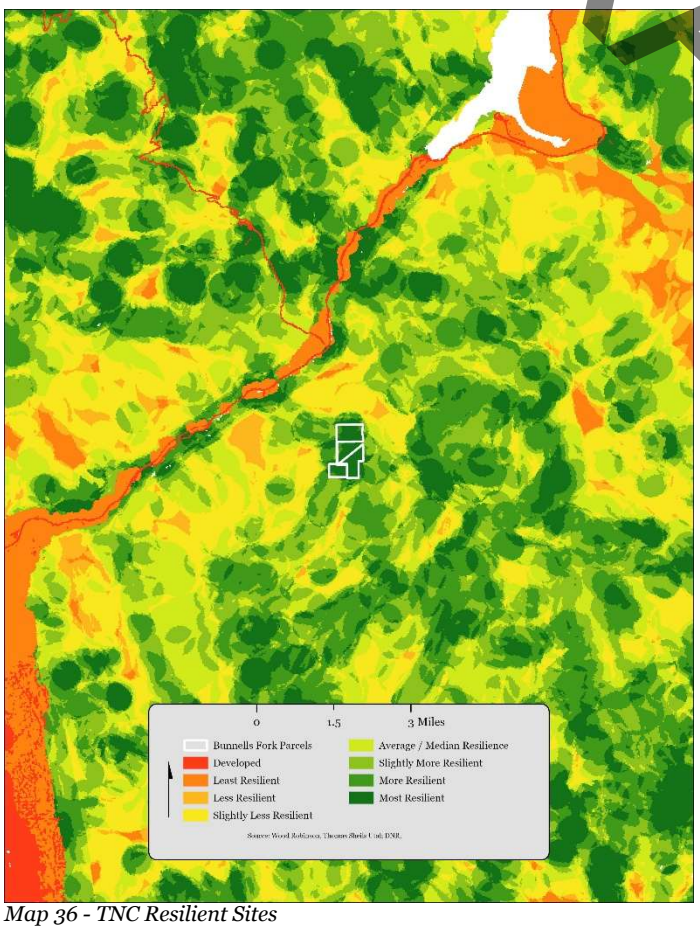
DRAFT



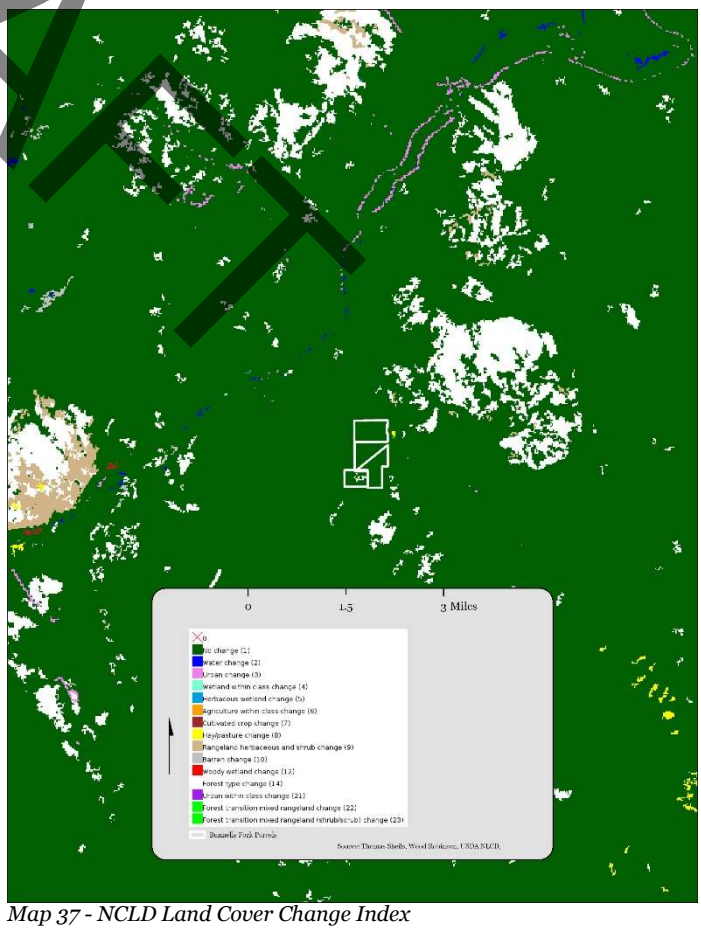
Map 34 - TNC Terrestrial Resilience



Map 35 - TNC Connectivity & Climate Flow



Map 36 - TNC Resilient Sites



Map 37 - NCLD Land Cover Change Index

DRAFT

3.2 Conservation Value Threats

Conservation values face multifarious threats and challenges. Some of these include invasive plants and weeds, wildfires, developments, discussed herein.

3.2.1 Non-native Plants and Weeds

Invasive vegetation describes plants that are not native to an area, tend to outcompete native vegetation, and may be noxious or harmful to other species inherent to the Property. Weeds may be prolific but are not necessarily invasive – many native plants exhibit weedy tendencies and may pose no health risk to humans or animals.

Invasive plants and weeds pose varying levels of threats to different landcovers, but were generally identified across each of them. These plants include burdock, great mullein, dandelions, common cow parsnip, ground elder, Balkan toadflax, wavy leaf thistle, cheatgrass, and corn gromwell. Most prolific across all landcovers were the burdock, great mullein, and wavy leaf thistle.

Invasive plants and weeds tend to proliferate with gusto in disturbed grounds such as graded roads and platforms. As the vast majority of the Property has not been altered, the native vegetation has been able to compete with its non-native counterparts. Future management of the Property (discussed in section 4) should be conducted in a way to minimize ground disturbance to prevent the proliferation of non-native weeds. This will also help to minimize wildfire risk as discussed in the next section.

Photo 8 – Burls on wetland birch – closeup photo 32 taken November 17, 2025

3.2.2 Wildfire Risk and Forest Health

The Utah Department of Forestry, Fire, and State Lands provides a wildfire risk assessment tool to create awareness about wildfire issues across the state and coordinate efforts to reduce fuel loads and respond to wildfires. Its wildfire risk assessment is an index intended to quantify the likelihood of a wildfire that is difficult to control occurring in any given area. Items assessed include baseline fuel loads, geophysical characteristics of the landscape, and difficulty of access for fire crews. The wildfire risk index values range from 0 to 9.

The Property possesses relatively high wildfire risk, ranging from 7 to 9. All management decisions including weed management should be conducted in a way to minimize future risk and exposure to wildfire.

Biomes in the Wasatch front evolved with exposure to fire, so all fire is not necessarily bad. Much of the mixed conifer and gambel oak mountainsides, may have seen average fire return intervals as every 10 years pre colonization (Abella & Fule, 2008). However, it is debatable whether this return rate is compatible with human civilization, the border of which begins very close to the Property. Forestry management decisions including prescribed burns and prescriptive thinning must be conducted in accordance with a forestry management plan, which will be either created by or in collaboration with Utah Open Lands.

Notably, the author of this report noted several instances of pine beetle infestation on the Property, which may increase the likelihood of tree mortality in conifer forests and thereby increase the risk of intense wildfire. That said, most of the forest was in notably good health. The conifer-aspen forest along the southern riparian corridor exhibited good aspen succession and regeneration and the whole of the Property did not appear overgrazed or undergrown.

3.2.3 Neighboring Development

One potential risk to the conservation values on the Property is the possibility of it becoming a conservation value island, wherein the conservation values cannot be protected on the Property because what is happening immediately adjacent to the Property. This generally happens as a result of general development; where there is high demand for building buildings, there is a high likelihood that they will be constructed in a way that sacrifices the conservation values of its neighborhood. Buildings and roads create obstructions to migratory pathways and impervious surfaces that speed up the flow of surface water, cutting and incising downstream runs.

While there is some development on neighboring properties along the northeast border of the Property, the bulk of the bordering area is owned by the US Forest Service (discussed in section 2.6), whose founding charter requires it to be managed for mixed use purposes such as forestry and recreation. There has been little landcover change in recent decades as can be seen in Map 38 - Human Modification Index, which illustrates the extent of urban change in the region over the last 20 years. This data product is compiled annually by the US geological survey to assess large scale urban change across the US, using multiple aerial imagery products and geostatistical methods.

3.3 Restricted and Permitted Uses

It was previously mentioned that conservation values do not exist in a vacuum. That is to say that all conservation values do not mutually benefit each other. A conservation easement that guarantees wildlife habitat and water quality may also guarantee the right to build trails, which can alter habitat and soil structures. The right of the public to view nature does not guarantee that that nature remains unspoiled.

For this reason, management decisions must be made in accordance with any recreational, stewardship, or forestry management plan that is prepared by or in collaboration with Utah Open Lands as well as the specific word of the conservation easement. Provo Parks and Rec will be a partner in the uses and management of the Property and must adhere to the easement language. There are multiple levels of potential harm done and even permitted use should be exercised with an extra level of curiosity and care towards the conservation values.

In order to protect the discussed conservation values inherent to the Property, the Conservation Easement specifically restricts the following practices on the Property:

- Subdivision
- Proffers, dedications, and transfer of development rights
- Construction of any structures except those devoted to water resource management

DRAFT

- Alteration of watercourses, wetlands, or topography except as specifically permitted by the conservation easement
- Intentional introduction of non-native species
- Any new roads unless necessary to accomplish a permitted use
- Motorized vehicle use except for emergency, routine maintenance, vehicles in conjunction with a permitted use, and e-bikes
- Agricultural uses except as consistent with fire or invasive weed suppression
- Camping and manmade fires except in conjunction with a specifically delineated permitted use
- Dumping
- Any new utilities
- Mineral activities
- The construction or erection of signs or billboards except as specifically permitted by the conservation easement
- Storage, dumping, or disposal of any toxic or hazardous material

In order to facilitate reasonable continued use of the Property in such a way that minimizes material impact on the conservation values:

- Maintenance and restoration of the native ecosystem
- Maintenance and expansion of the water supply infrastructure that is further catalogued in the accompanying secure infrastructure inventory
- Public access, trail use and expansion, trail posting, and trail maintenance. These trails will be constructed in collaboration with and inventoried by the Grantee
- Construction and erection of new fencing and continued maintenance of existing fencing
- Control and remove diseased and problem animals
- Forest management and fire suppression – removal of brush and vegetation, remove fuel loads, using any method deemed suitable by the governing fire authority
- Control invasive weeds and insects provided that such use ensures protection of the ecological and hydrological processes hosted by the Property. Chemical controls are permitted so far as they are used in a de minimis way.
- Dogs, so long as they are restricted to designated trails and their existence is in compliance with Granto's rules and regulations. The Grantor and Grantee may by mutual written agreement close the Property to dog use in order to preserve existing ecological or water quality values of the Property
- Maintain, relocate, and construct new utilities
- Postage of a limited number of signs purposed to state rules and regulations, identify safety protocols and hazardous conditions, identify trails or interpretive sites, state the conservation purpose of the easement, protect or identify water resource facilities, and identify restoration areas
- Host events and special uses
- Manmade fires within a permanent metal or concrete fire pit
- Drone flight by grantor, grantee, or contractors providing services to grantor
- Maintain existing structures, including but not limited to park facilities and water resource infrastructure
- Exercise and enjoy all rights as owner of the Property other than those that are prohibited by the conservation easement or rights inconsistent with the purpose of said conservation easement

This list is a summary of the restricted uses listed in the conservation easement and is not intended to be referenced for specific legal proceedings. See the Conservation Easement for deeper descriptions of these restricted and permitted uses. If any questions arise in the ongoing use of the Property as to whether a use or practice is permitted by the Conservation Easement, parties must consult the Grantee.

DRAFT

Table 6 – Non-native Species found on Property

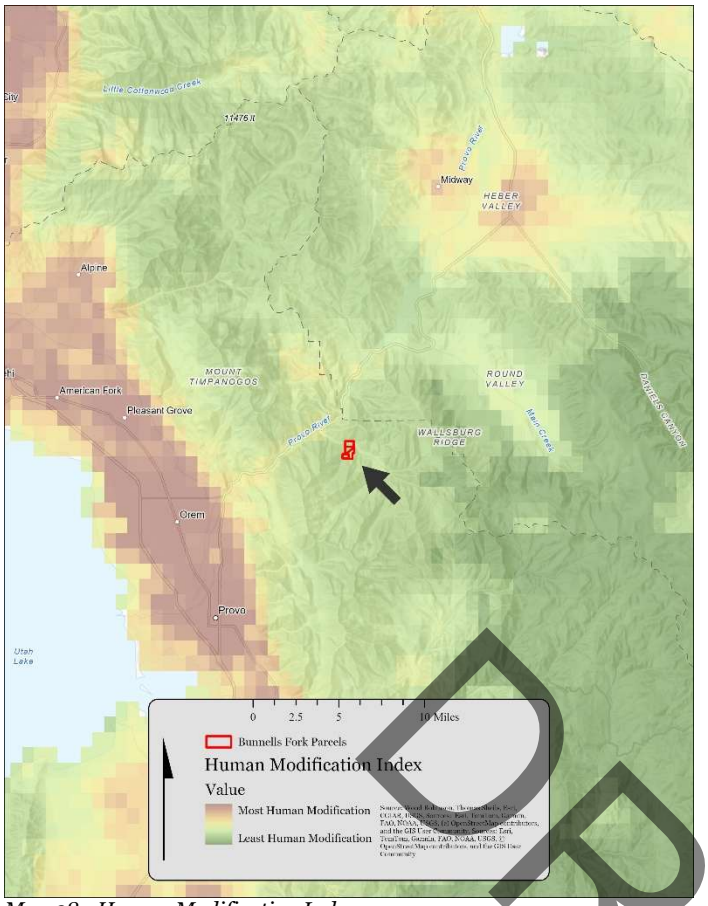
Common Name	Description	Photograph
Balkan Toadflax (*Linaria genistifolia*)	Highly invasive due to its creeping root system, Balkan toadflax (also known as dalmatian toadflax) was introduced for ornamental use in the US. Successful control involves a combination of mechanical (hand-pulling or digging) and chemical methods. (Mendenhall, n.d.)	*Photo 20 - Balkan Toadflax (Keller, 2017)*
Cheatgrass (*Bromus tectorum*)	Widely adapted, cheatgrass grows on all topographies and geographies of Utah. Heavily exposed in grazed rangelands, roadsides, waste sites, burned areas, and other disturbed sites, it is an opportunistic invader. It is grazed by ungulates and birds and supports many native wildlife species, but can still outcompete native grasses and forbs. Management practice should prioritize replacing it with perennial plant cover by lengthening fire return, grazing outside of flower and seed formation stages, and aggressively ensure native perennial herbaceous plants. Cheatgrass increases the risk of out-of-control wildfire and should thus be monitored for fire danger. (Skinner, oren, Briggs, & Neese, 2008) (USU Plant Health Extension, n.d.)	*Photo 21 – Cheatgrass (Reichard, 2016)*

Great Mullein (*Verbascum Thapsus*)	Likely introduced some 230 years ago by European settlers, common burdock is considered all but naturalized in the western United States. It is largely limited to disturbed areas and rarely persists beyond earliest stages of succession, but are still opportunistic and unsightly. It is not especially pernicious to surrounding ecosystems, especially as it tends to only last a few years post disturbance. (Gucker, 2008)	 *Photo 22 - Closeup Photo 12 taken November 17, 2025*
Lesser Burdock (*Lappa minor*)	An unmistakable opportunistic plant, often found in low-lying disturbed areas for its preference for moist, fertile soils. Often found in riparian or wetland adjacent areas. Weed-like but not invasive, but can reduce the value of wool due to its aggressively sticky weed heads.	 *Photo 23 – Burdock (USU Staff, n.d.)*
Redstem storksbill (*Erodium cicutarium*)	A low spreading plant growing from a central taproot that is found in oak woodlands, semidesert grasslands, and desert shrublands, including fields, lawns, and wasteplaces of Utah. Decent forage for cattle, sheep, desert tortoise, and other wildlife, but has reported to cause bloating. Can be a sign of overgrazing. Not especially pernicious but can accompany more aggressive spreaders like cheatgrass or red brome. (USU Range Plants of Utah, 2025)	 *Photo 24 - Redstem Storksbill (USU Range Plants of Utah, 2025)*

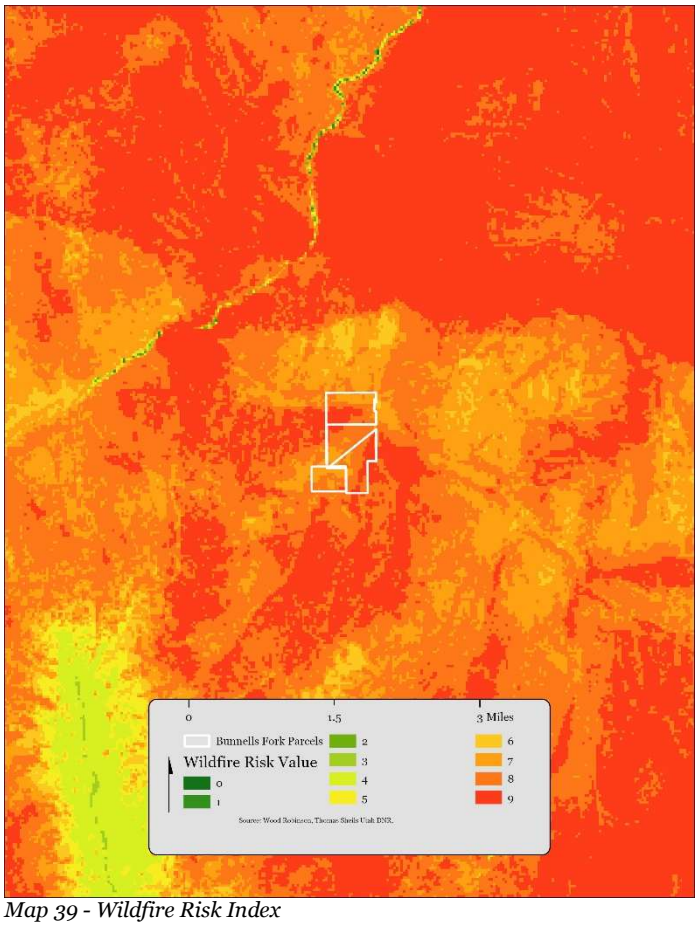
DRAFT

Siberian Elm (*Ulmus pumila*)	Native to northeast asia, this mid-size tree is aggressively weedy and grows fast. It is tough and difficult to manage once established but highly opportunistic. It may invite insect and disease to ecosystems, especially when stressed. Best managed with a combination of mechanical and chemical mechanisms. (Siberian Elm (Ulmus pumila))	 *Photo 25 - Siberian Elm (Siberian Elm (Ulmus pumila))*
Smooth Brome (*Bromus inermis*)	A good forage producer, this upland adapted plant was introduced from Europe and spread intentionally for its versatility in grazing sites. That said, it is highly aggressive and can be considered weedy. (Bisj, 2006)	 *Photo 26 - Smooth brome (USU Range Plants of Utah Extension, 2025)*
Wild Teasell (*Dipsacus fullonum*)	Common teasel was likely introduced to North America in the 1700s by European colonists for its use in producing wool. It disperses aggressively along roads and waterways and prefers sunny, wet areas like riparian areas, meadows, forest openings, and disturbed sites. It is not necessarily a threat to biodiversity in and of itself, but can signal future degradations in ecosystem health and can eventually become more of a problematic invasive species. (National Park Service Staff, 2016)	 Photo 27 - Closeup Photo 24 Taken November 17 2025

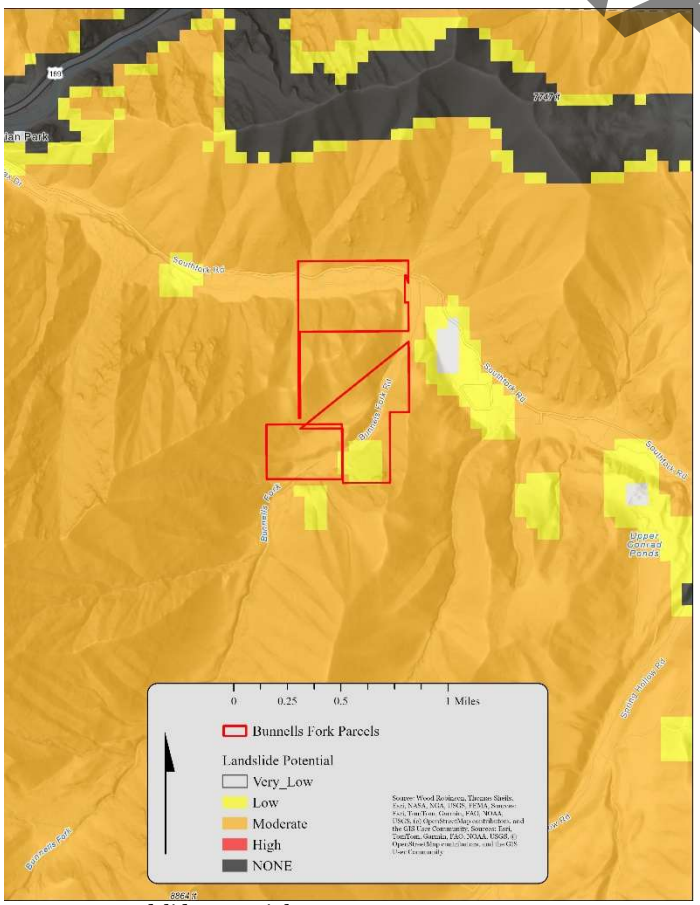
DRAFT



Map 38 - Human Modification Index



Map 39 - Wildfire Risk Index



Map 40 – Landslide Potential

DRAFT

4 – Existing Human Influence and Current Conditions

4.1 Management Decision Making Framework

All management decisions, activities, and actions on the property must be executed within the scope of the Conservation Easement. The Conservation Easement guides these decisions and includes allowances and restrictions that are meant to act as guidelines for the preservation of the Property in perpetuity. The Conservation Easement is the managing document for the conservation of the Property and should be consulted for information pertaining to covenants, permitted uses and practices, restrictions, and observed conditions.

Other documentation that may guide decision making strategies include the future recreational, stewardship, and forestry management plans that will be prepared by or in collaboration with Utah Open Lands. These plans will guide the grantor in how to make decisions surrounding their permitted and restricted uses so as to minimize their effects on the conservation values.

For example, a recreational management guide may provide local areas of particularly sensitive habitat, a forestry management guide may identify areas at particular risk for bark beetle infestation, and a stewardship guide may provide specific metrics for the evaluation of conservation value health trajectories.

Some existing governing documents for the Property include the Provo Parks Master Plan and the pending Provo Trails Management Plan. Such existing documentation and future documentation should be consulted in tandem with the Conservation Easement for future management decisions.

4.2 Stewardship & Management

Stewardship of the land is conducted through a combination of daily management and ongoing monitoring of the lands, features, and conservation values that track the trajectory and health of conservation values protected by the landowner. Day-to-day management of the Property is carried out by the landowner. The Grantee monitors the Property on a regular and necessary schedule to assess the protections of the land and ultimately to ensure enforcement of the terms of the Conservation Easement.

Monitoring Photopoints

Conservation Values can be difficult to quantify and measure in order to establish the trajectory of their health. It would be an unreasonable expense for stakeholders to be to track all possible metrics as it would require experts to perform annual hydrological, etymological, mammalian, ornithological, and botanical surveys as well as hydrological mineral loading and soil core analysis.

In lieu of this level of detail, photographs will be taken at a set of __ monitoring photo locations, hereafter referred to as “photopoints”, to track the Property’s ecological health as a whole. These locations are chosen for their ability to be reached within a 2-4 hour hike, their ability to suitably characterize the whole of the Property, and their ability to track areas of especially high human traffic.

See Map 41 for the locations of these photopoints. Following Map 41 is Table 7, which explains the purpose of each of these photopoints as well as a catalog of the images of these photopoint locations as taken during a November 17, 2025 site visit.

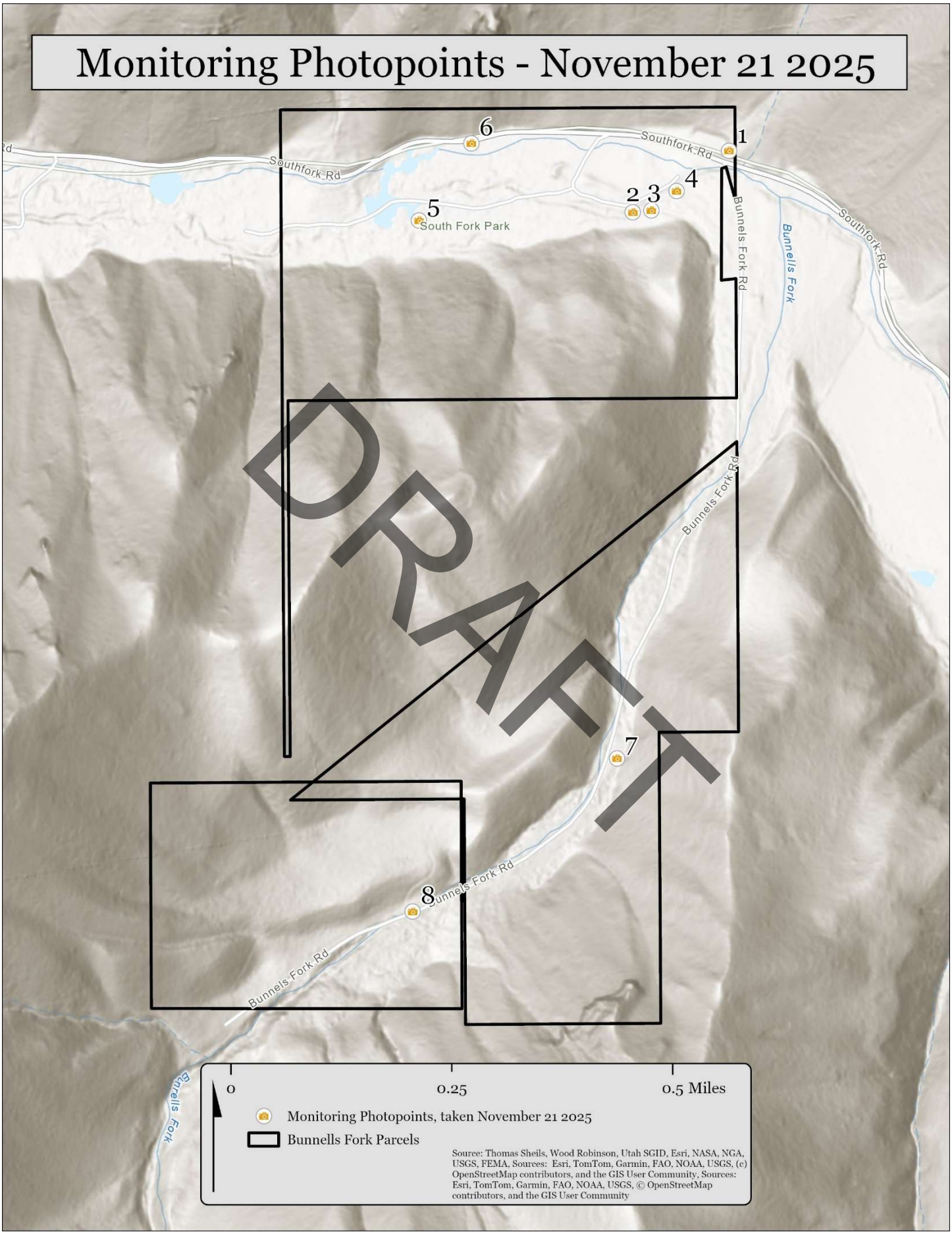
4.3 Built Environment

The purpose of this section is to describe the existing buildings, structures, roads, trails, and other permanent alterations to the Property so as to provide the context of the Property at the time of conservation for future stewardship of the conservation values inherent on the Property. Photos of structures and human influences identified on site visits are catalogued in section 5 of this report.

Most of the human influence on the Property occurs either in the public park area along South Fork Road which contains several picnic shelters, a public bathroom, dozens of picnic tables, trails along the stream, and mowed and manicured lawn; or along the easternmost boundary where there is a shooting range, several piles of refuse and building equipment storage, and roads. The former of these two areas may be reconciled with a separate land survey, as it appears to be a part of the neighboring home operation.

The South Fork Park area was once used as a campsite, so there is potential for buried litter and other vestigial evidence of occupation. Heavy use has led to the creation of several “social trails” in the park area, an unofficial user-created path that grows over time as users take a detour from the main trail. In addition to the designated barbeque pits, there were a number of unauthorized fire rings and other evidence of burning in various locations throughout the park area.

DRAFT



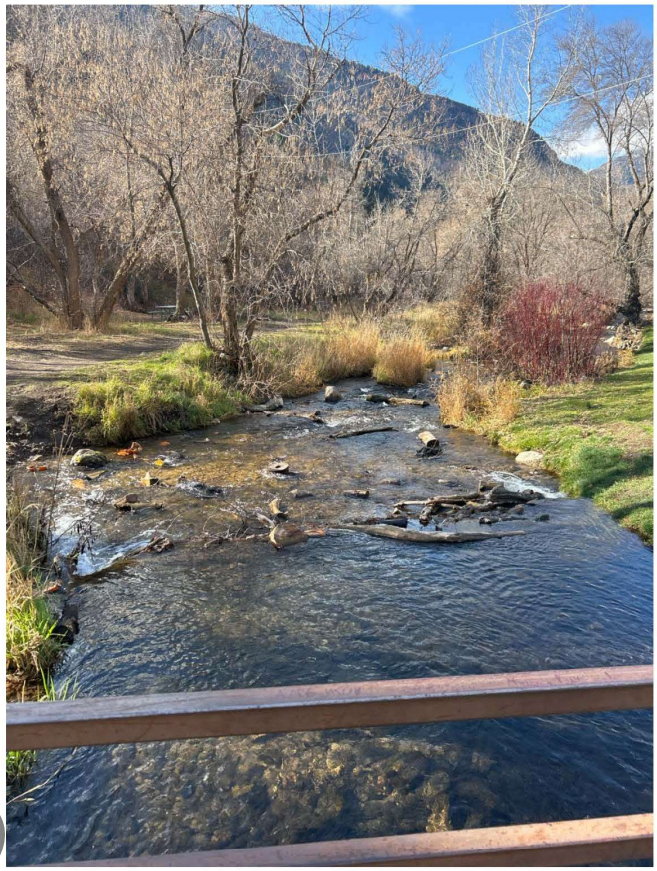
Map 41 - Monitoring Photopoints Taken Novemeber 21 2025

Table 7 - Monitoring Photopoint Descriptions

ID	Type	Field Notes
1	Photopoint	NE corner, looking across to Giles Ranch entrance and river trees
2	Photopoint	Stream from bridge looking West
3	Photopoint	Another unauthorized fire pit with evidence of tree damage for firewood
4	Photopoint	stream and social trail. looking SE
5	Photopoint	flooded area with multiple social trails and power corridor facing west
6	Photopoint	Slide path by road
7	Photopoint	Bunnells Trail looking North
8	Photopoint	Pool area - susceptible to flooding

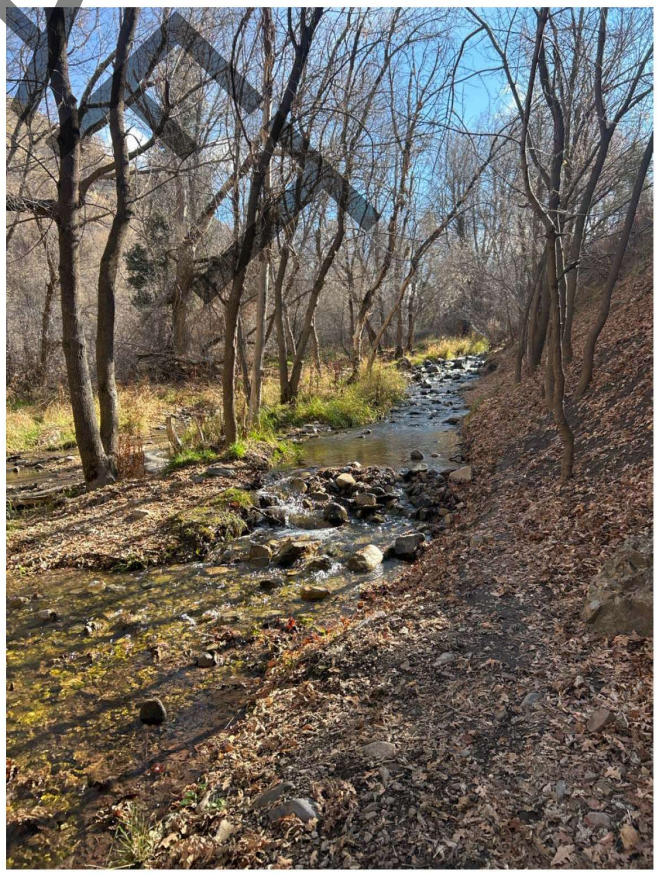
DRAFT

1



2

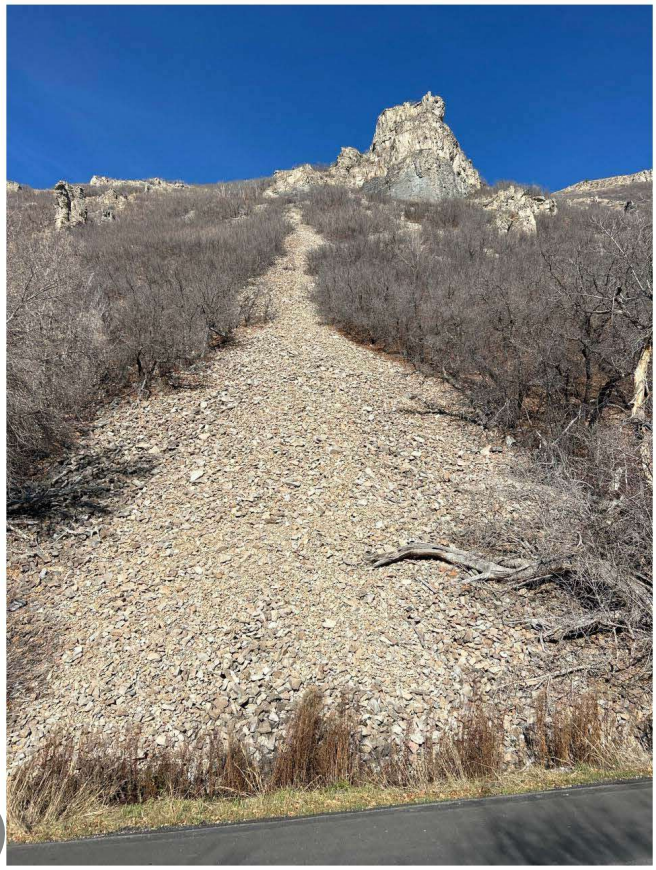
3



4

DRAFT

5

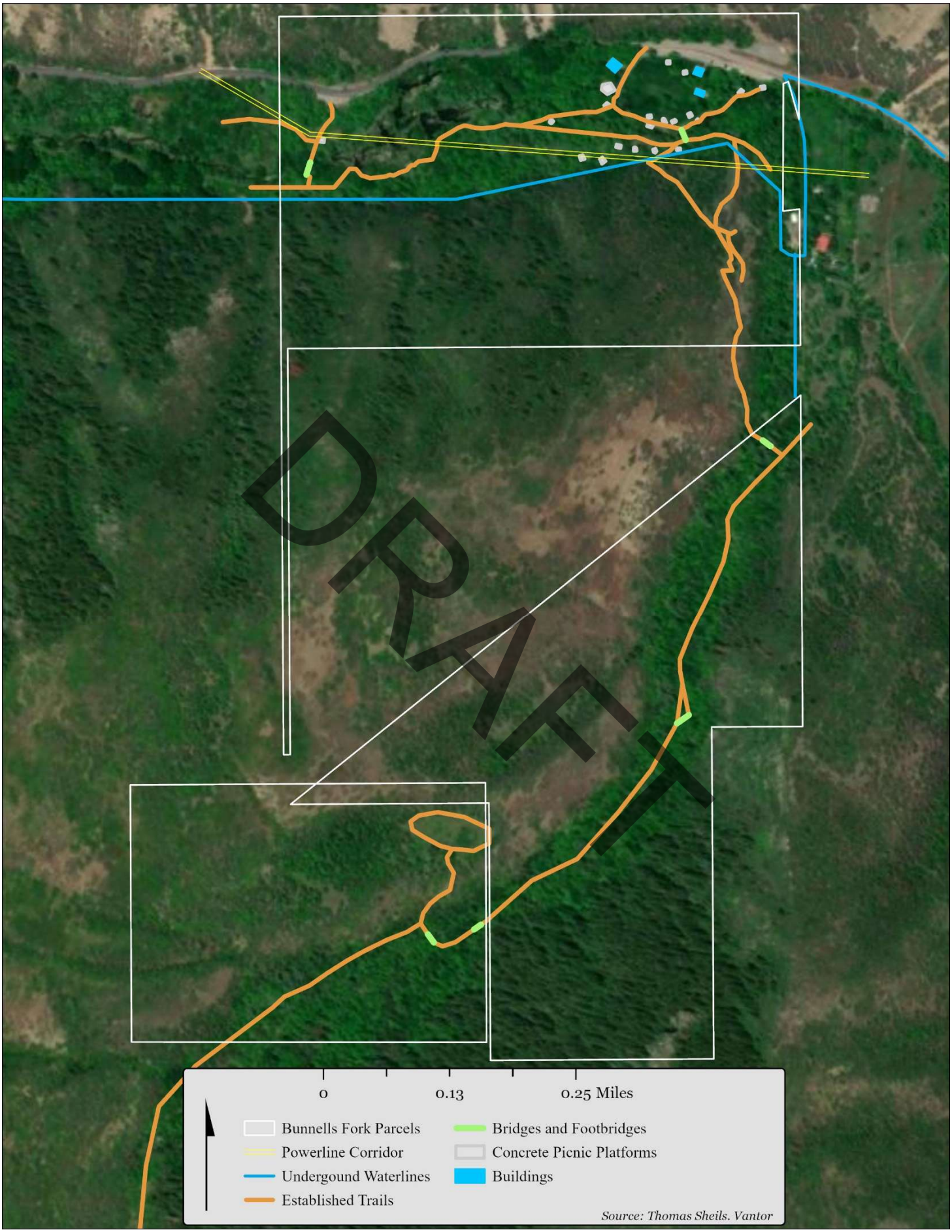


6

7

8

DRAFT



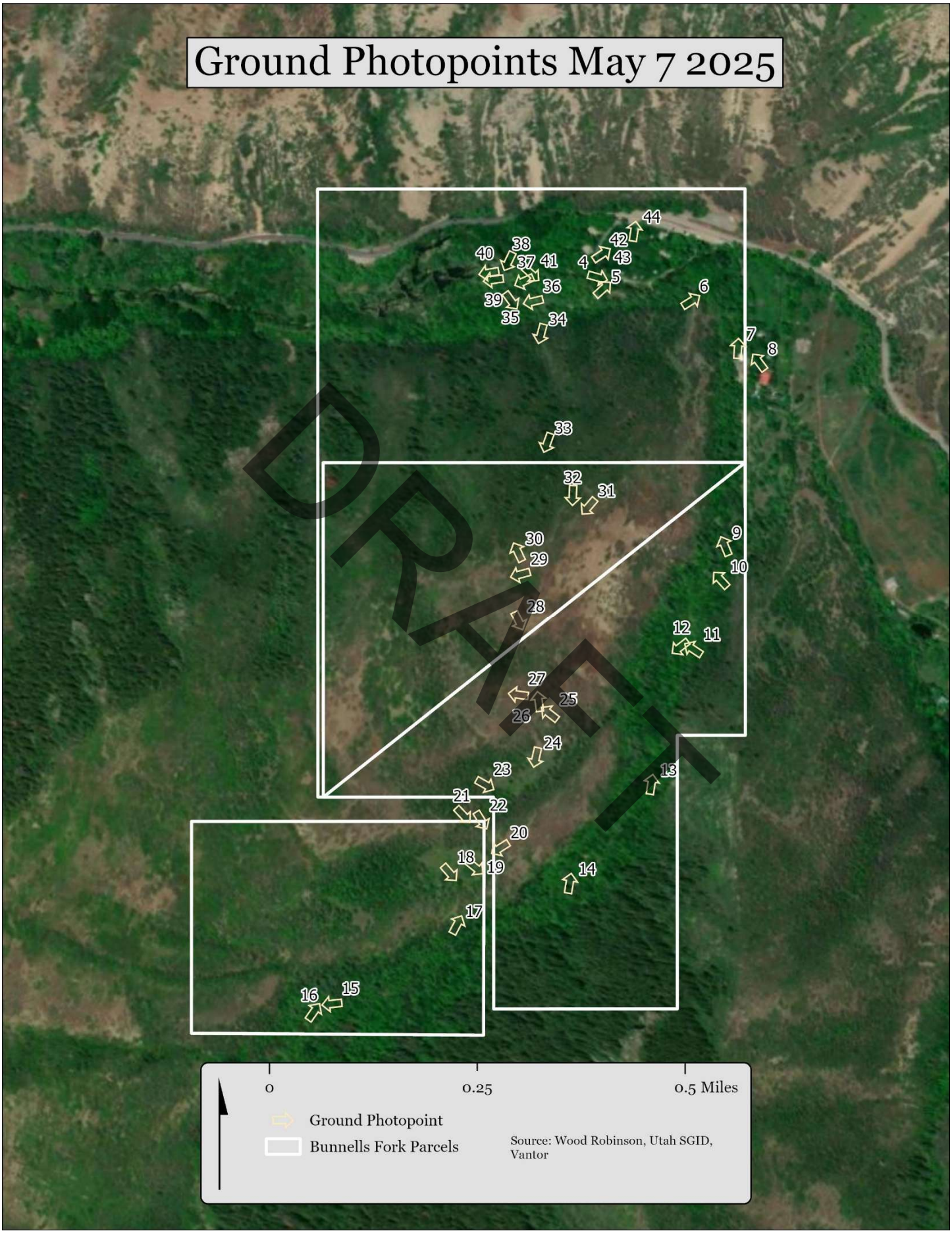
Map 42 - Built Environment

5 – Photo Catalogs & Orthophotos

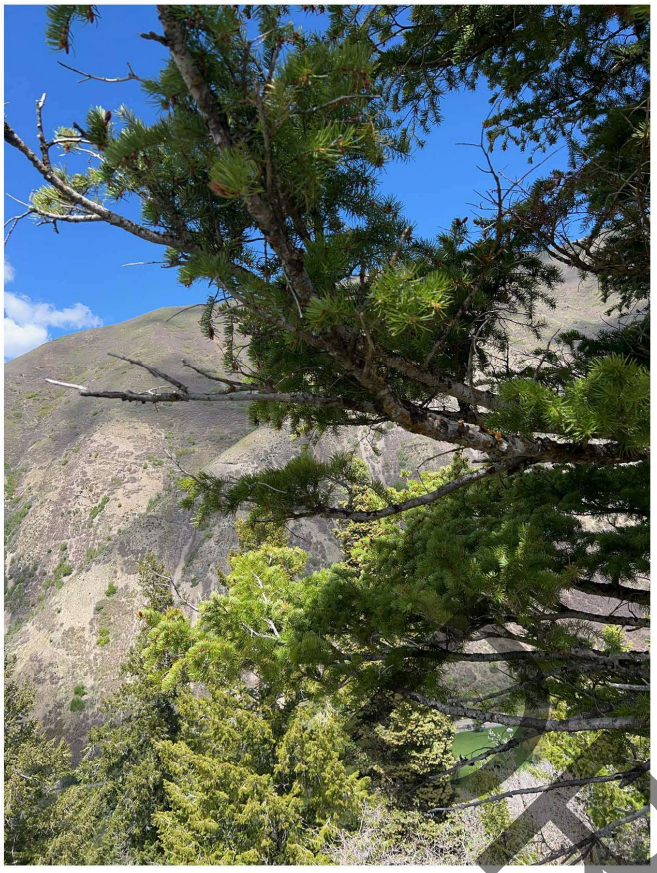
This photopoint catalog is intended to provide the baseline details of the Property at the time of conservation. This catalog is divided into ground photos– those taken by an iPhone 14 to highlight a specific item such as a plant, structure, or landscape – and drone – those taken at some height above ground level to illustrate the Property as a whole. Each photopoint catalog is presented with first a map of the photopoints, and then the table of photos. All photos herein were either taken by Wood Robinson on May 7, 2025 , or by Thomas Sheils on November 21, 2025.

This report also includes a drone orthophoto, which is a stitched-together high-resolution image of the Property at a single moment, intended to holistically capture all locations on the Property for the purpose of monitoring long-term human influence and ecological change.

DRAFT



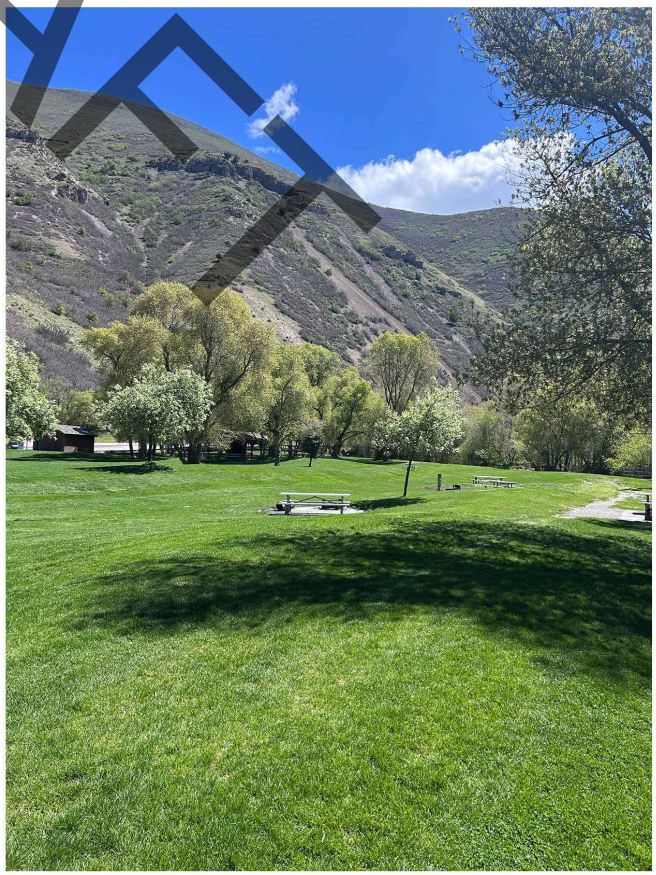
Map 43 - Ground Photos Taken May 7, 2025



1

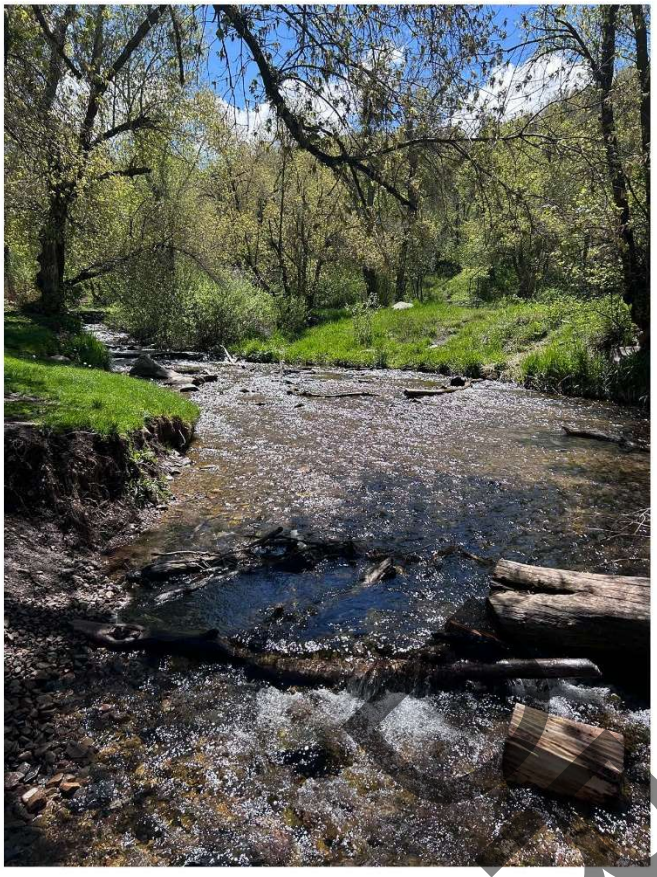
2

3

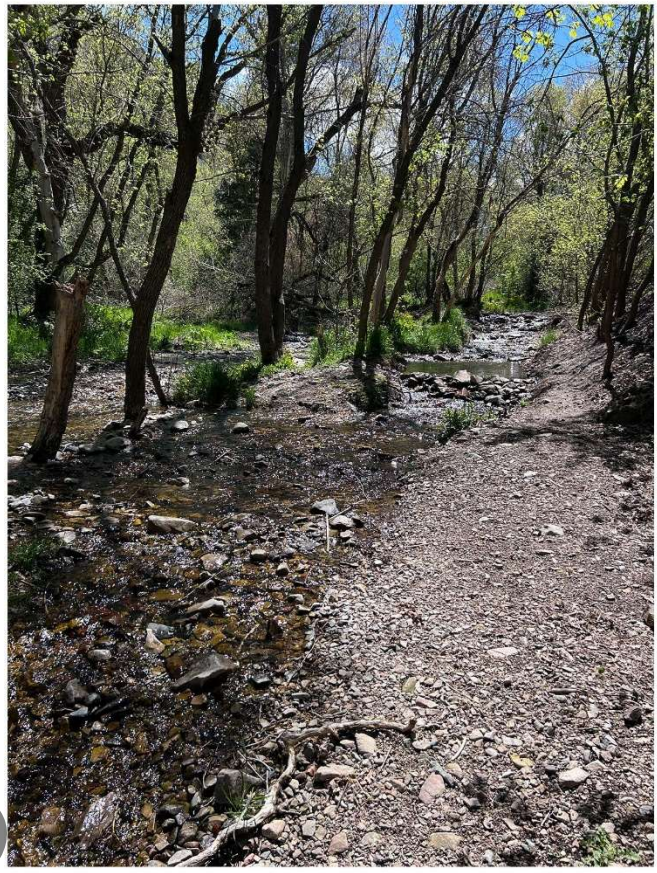


4

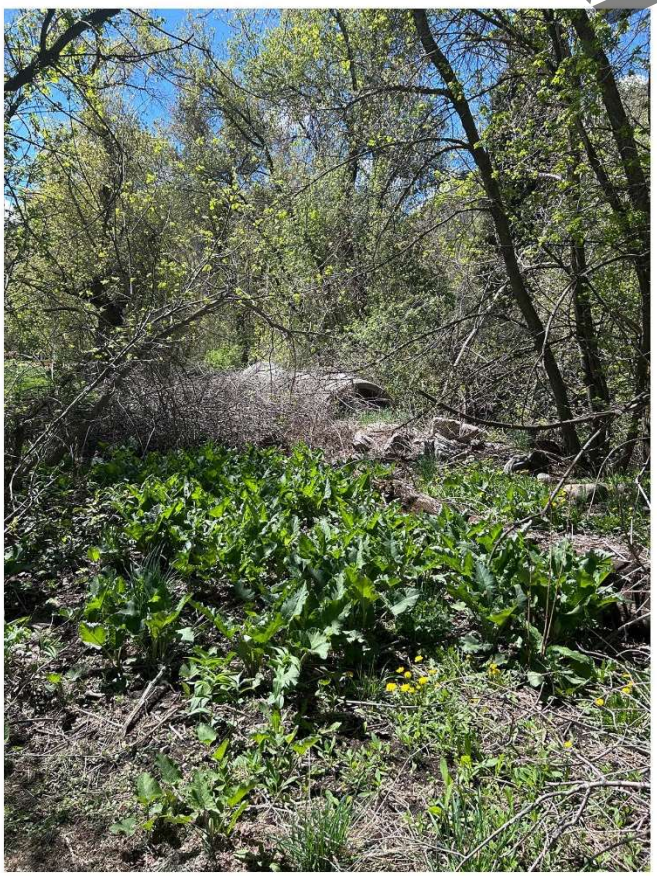
DRAFT



5



6



7

9

DRAFT

10

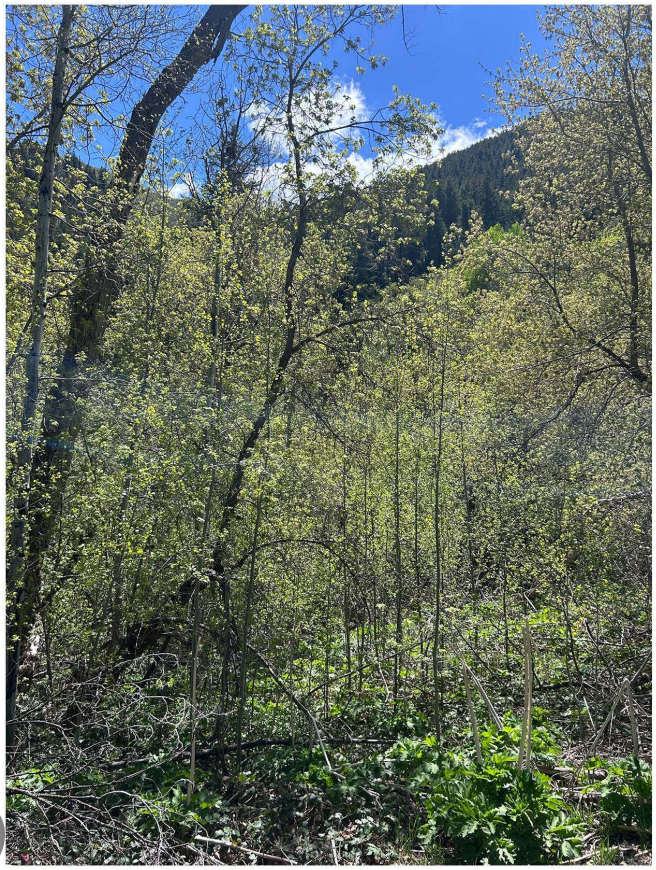
12

13

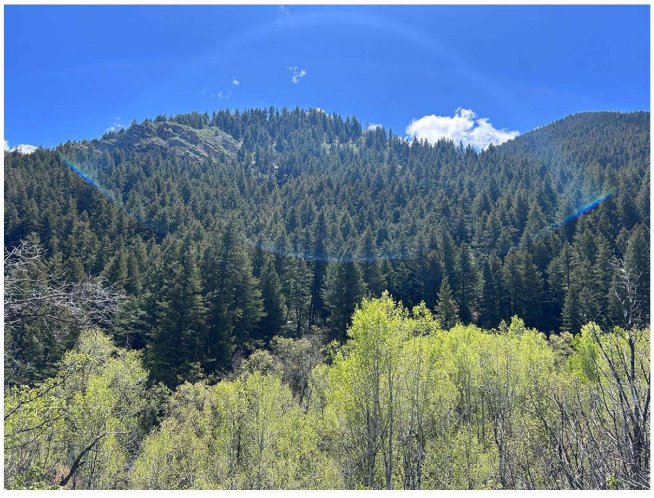
14

DRAFT

15



16



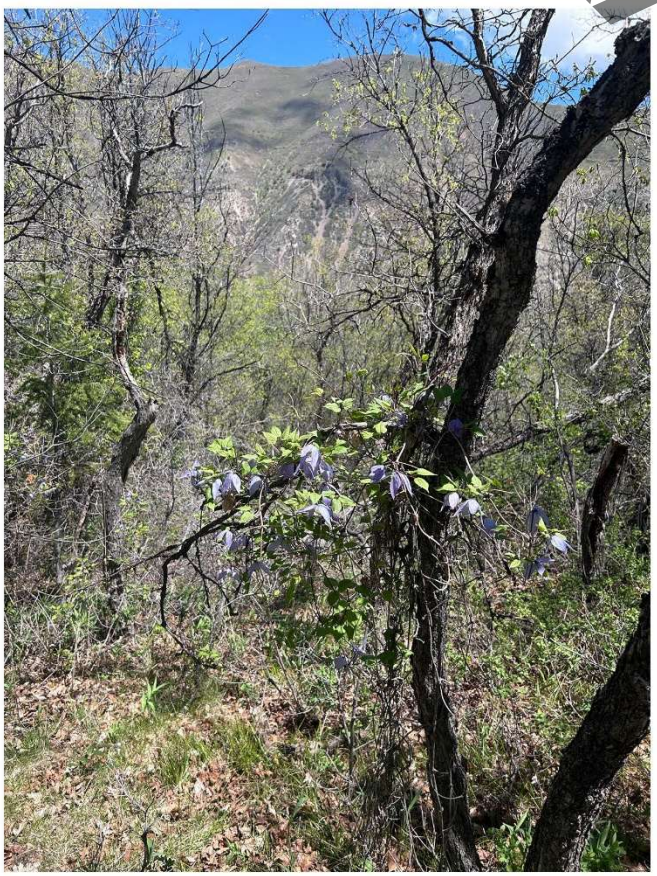
17

18

DRAFT

19

20



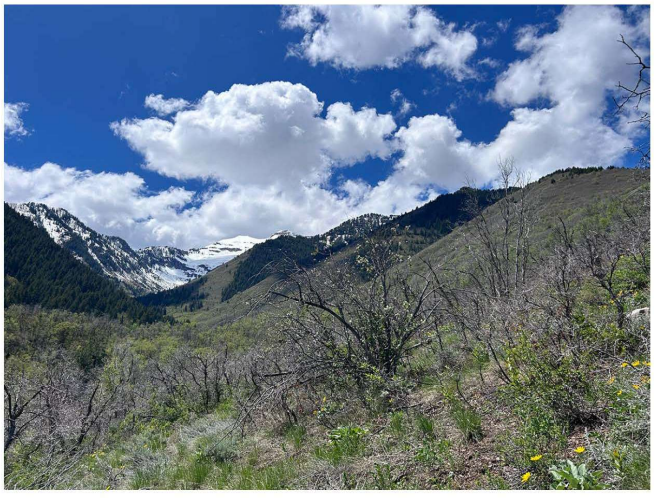
21

22

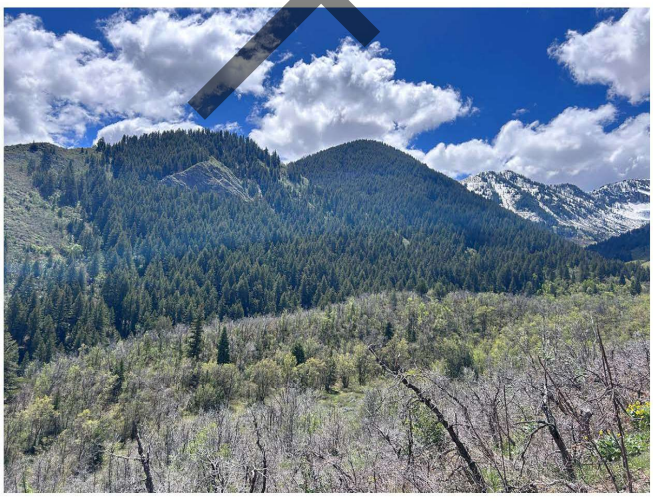
DRAFT

23

24



25



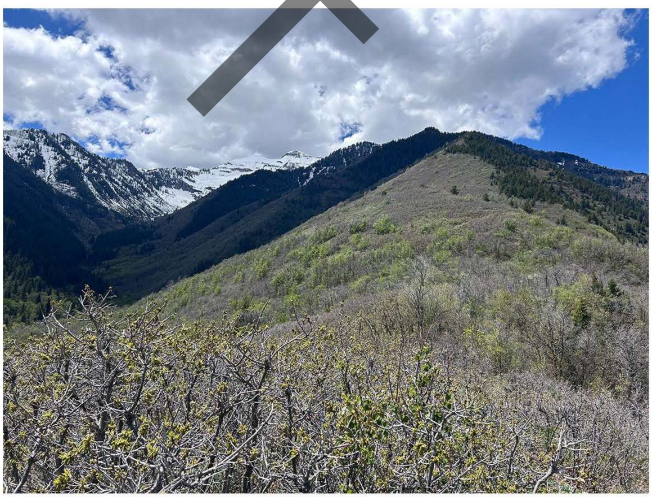
26

DRAFT

27

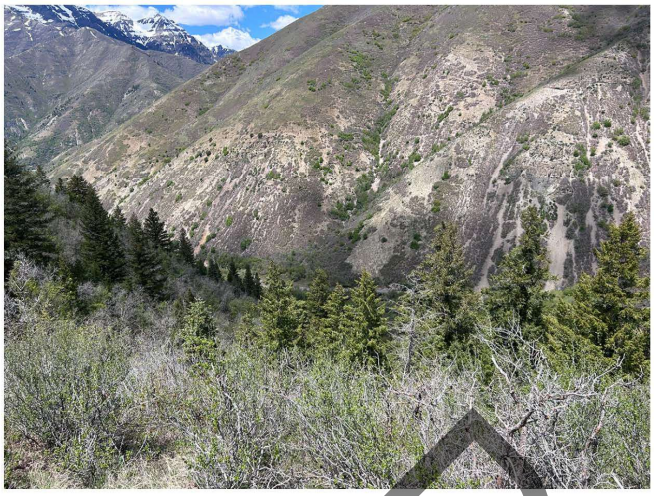
28

29



30

DRAFT



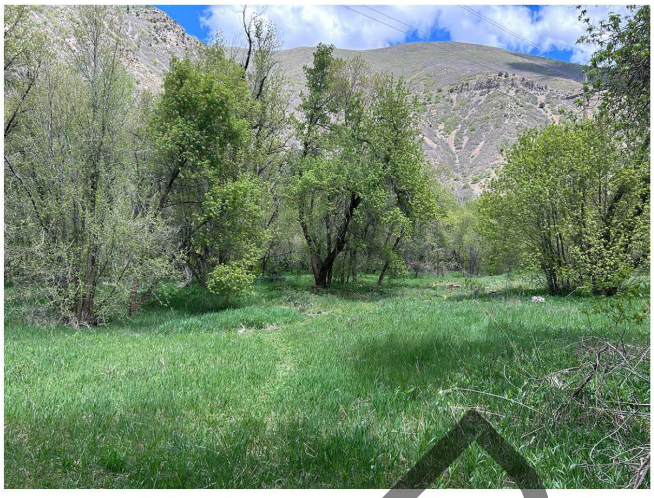
31

32

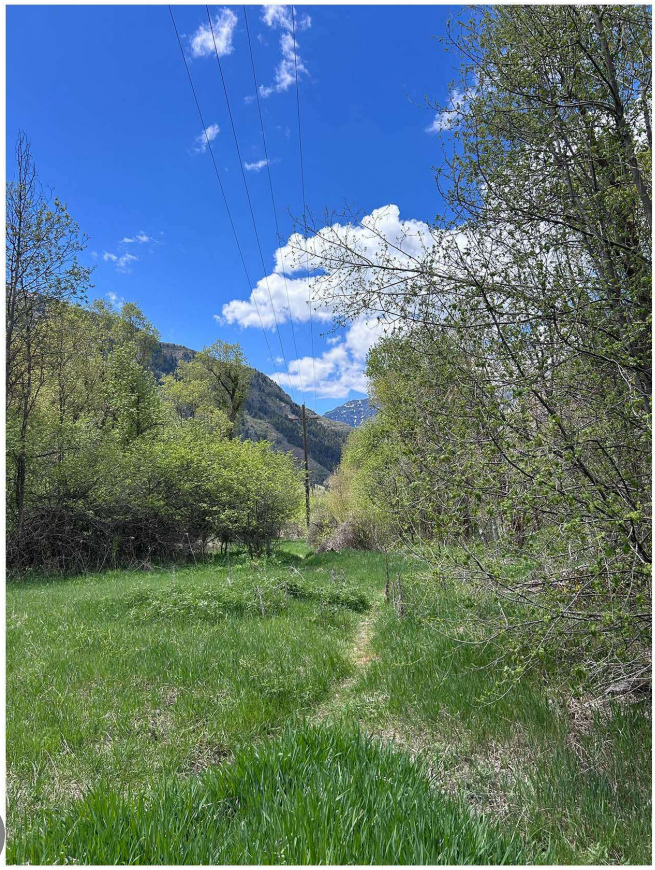
33

34

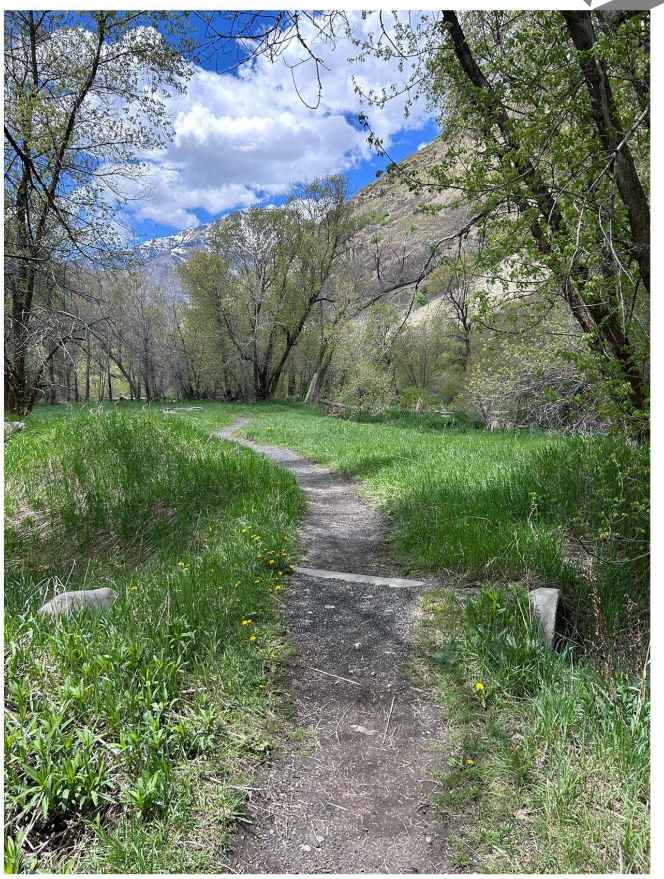
DRAFT



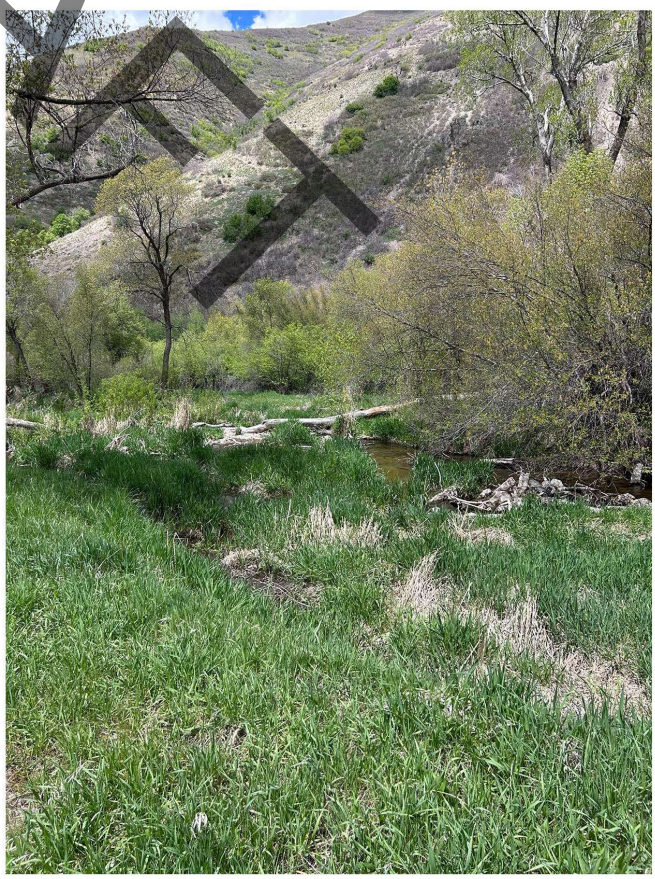
35



36



37



38

DRAFT

39

40

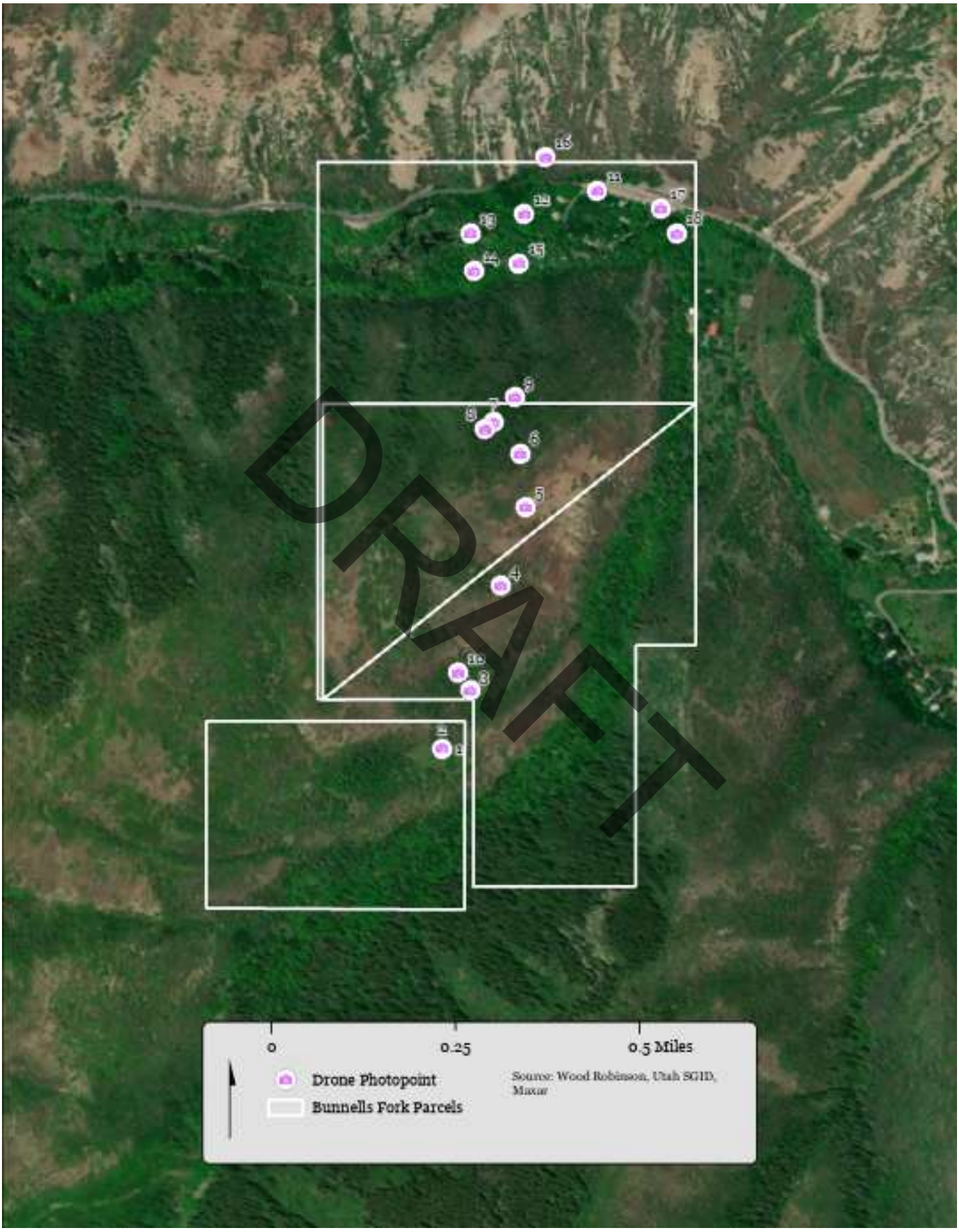
41

42

DRAFT

44

DRAFT



Map 44 - Drone Photos Taken May 7, 2025

1

2

DRAFT

3

4

5

6

DRAFT

7

8

9

10

11

12

DRAFT

13

14

DRAFT

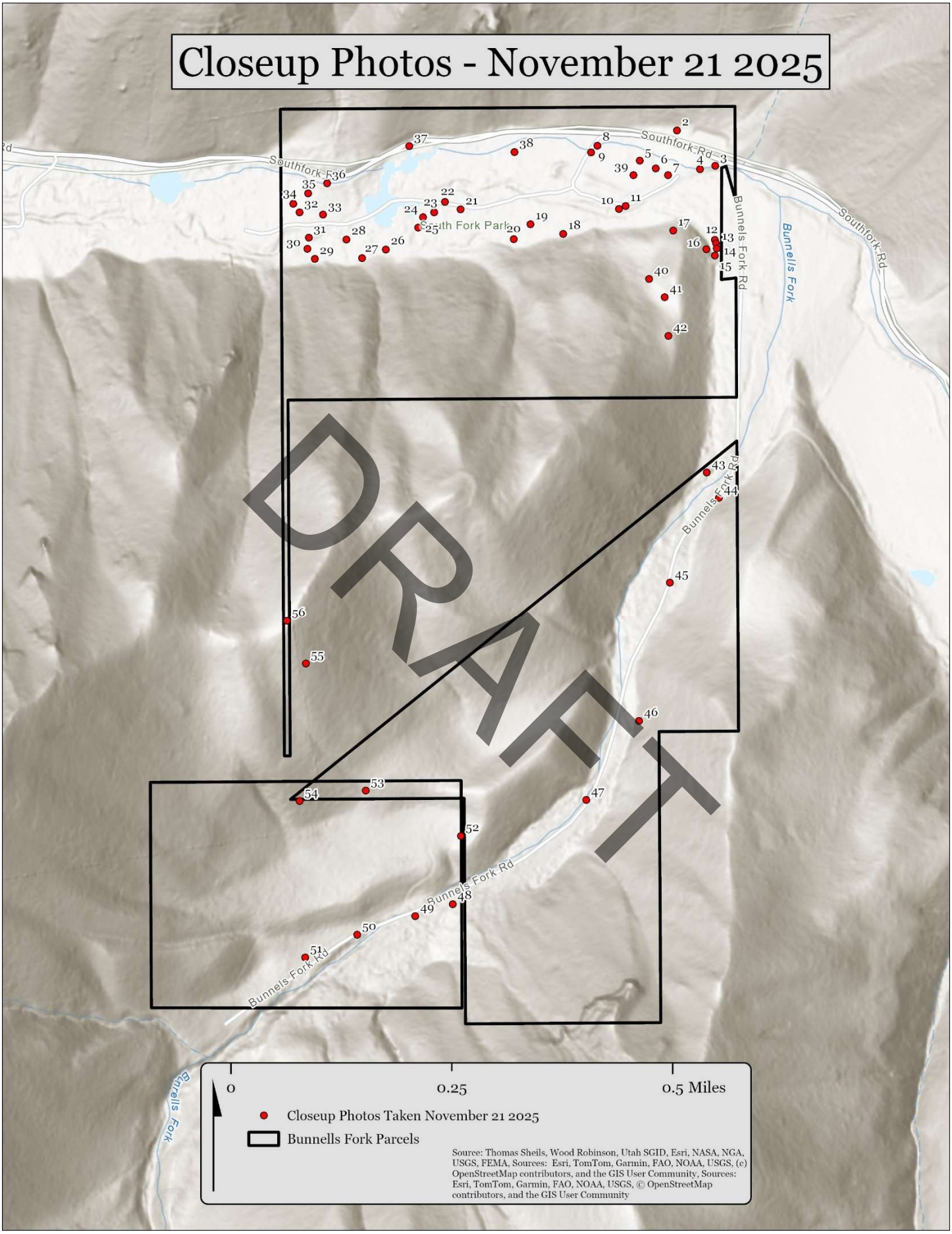
15

16

17

18

DRAFT



Map 45 - Closeup Photos Taken November 21 2025

Table 8 - Closeup Photo Descriptions

ID	Type	Field Notes
2	Closeup	Haybales for irrigation
3	Closeup	Dumpster
4	Closeup	Fire pit with deadfall
5	Closeup	Bathrooms and second dumpster
6	Closeup	Spigot, one of several
7	Closeup	Picnic table and unauthorized fire pit, one of several
8	Closeup	Dumpster #3
9	Closeup	Pavilion #1
10	Closeup	Telephone pole and sprinkler signs
11	Closeup	Buried electric line, warning tape
12	Closeup	Lesser burdock
13	Closeup	Buried Cables
14	Closeup	Creeping Mahonia
15	Closeup	Rough Horsetail
16	Closeup	Social trail, one of several
17	Closeup	Gambel Oak everywhere
18	Closeup	Social trail near picnic platform
19	Closeup	Social trail adjacent to main west trail
20	Closeup	Wintered tarragon thicket
21	Closeup	Social trail meets back up with official trail here
22	Closeup	Duckweeds
23	Closeup	Smooth brome
24	Closeup	Wild Teasell thicket, found all over marsh area
25	Closeup	Great basin wildrye
26	Closeup	Red Osier Dogwood
27	Closeup	
28	Closeup	Drainpipe
29	Closeup	two track farm road at edge of property, looking west
30	Closeup	Rickety footbridge
31	Closeup	V.F.W sign nailed into box elder
32	Closeup	Burled trees. Found all over the riparian area
33	Closeup	Abandoned picnic platform
34	Closeup	Adult wintered Great mullein
35	Closeup	Baby white fir. No others near it
36	Closeup	A good amount of litter by the gravel pullout
37	Closeup	Siberian Elm
38	Closeup	Several forts/ fairy houses built by kids in this area
39	Closeup	Pavilion #2
40	Closeup	Rocky mountain juniper
41	Closeup	Various blockings for social trails
42	Closeup	Big Basin Sagebrush. found throughout.
43	Closeup	Bridge
44	Closeup	Trail signs from Provo City
45	Closeup	

DRAFT

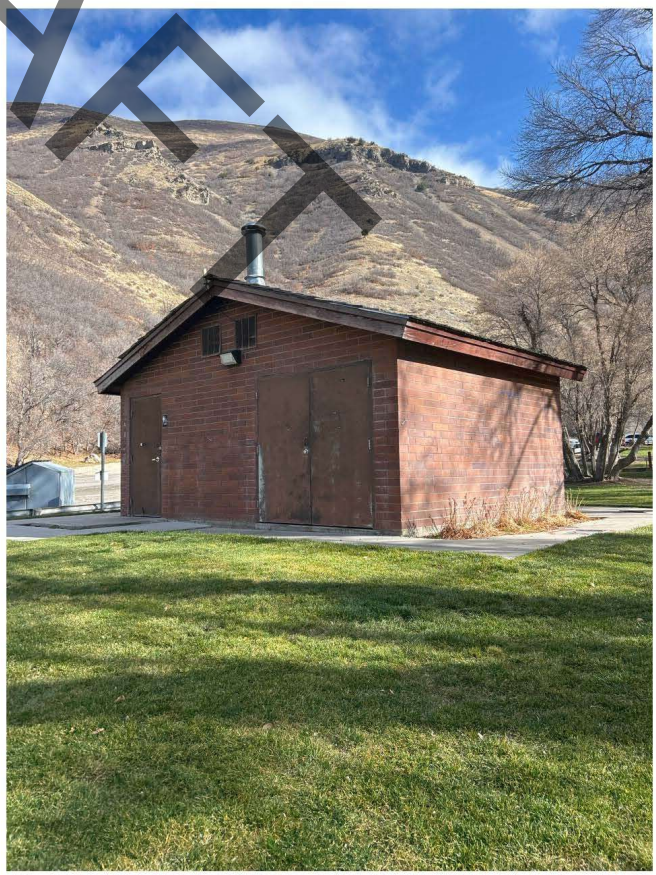
46	Closeup	Footbridge, potentially susceptible to flooding, Fork in creek
47	Closeup	Wintered cow parsnip
48	Closeup	Another footbridge
49	Closeup	Another footbridge
50	Closeup	Birch trees
51	Closeup	Fallen hornets nest
52	Closeup	Old fire pit in big field
53	Closeup	Red Stem Storksbill
54	Closeup	Cryptobiotic soil
55	Closeup	Fossil – Several more found around hillside
56	Closeup	Birds nest

DRAFT

2

3

4

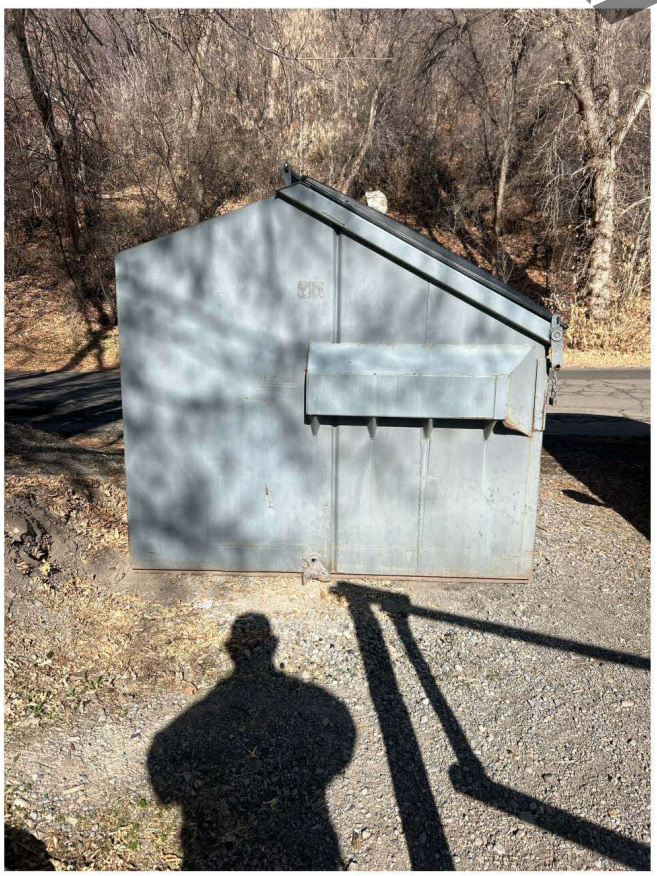


5

DRAFT

6

7



8

9

DRAFT

10

11

12

13

DRAFT

14

15

16

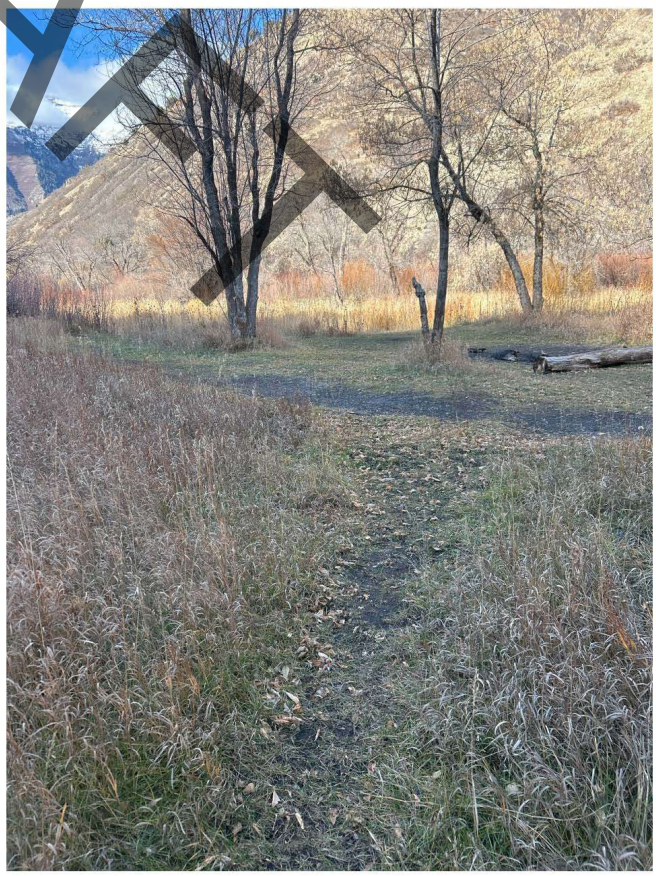
17

DRAFT

18

19

20

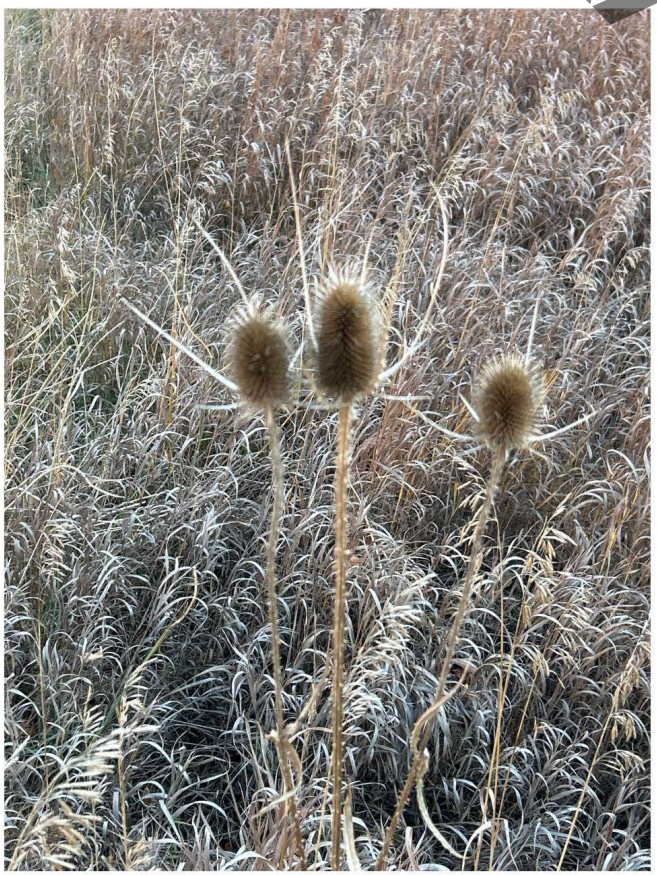


21

DRAFT

22

23



24

25

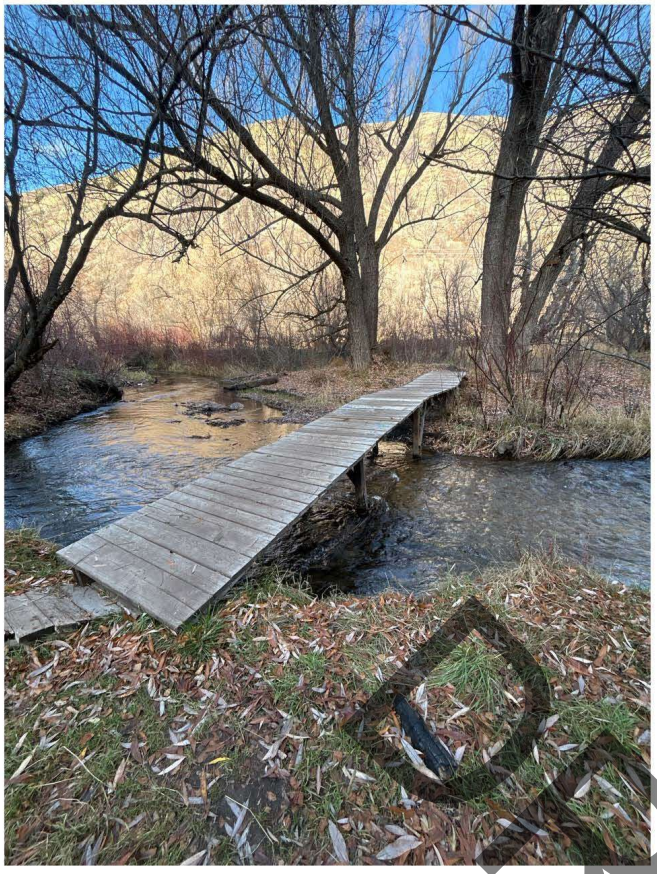
DRAFT

26

28

29

DRAFT



30

31

32

33

DRAFT

34

35

36

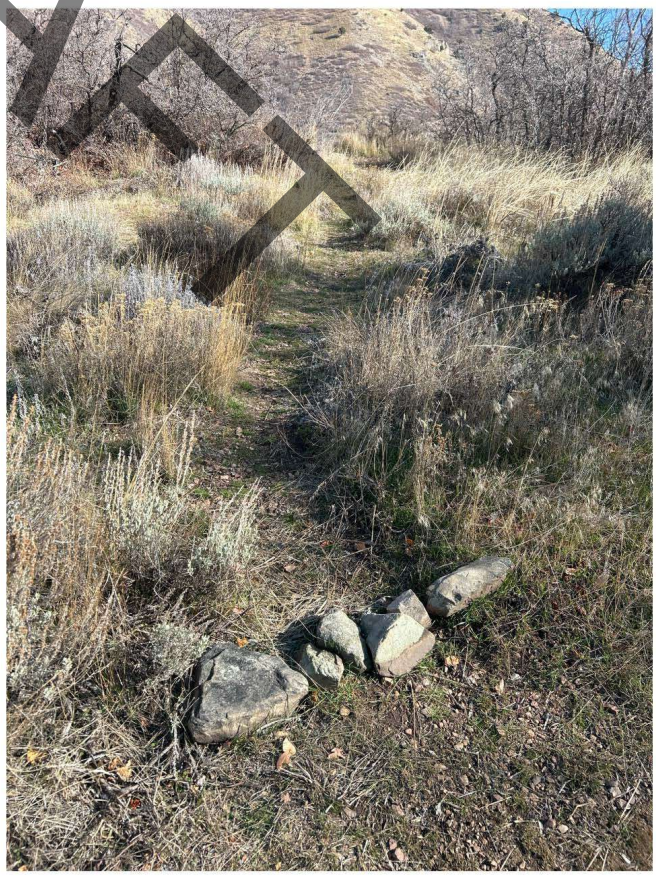
37

DRAFT

38

39

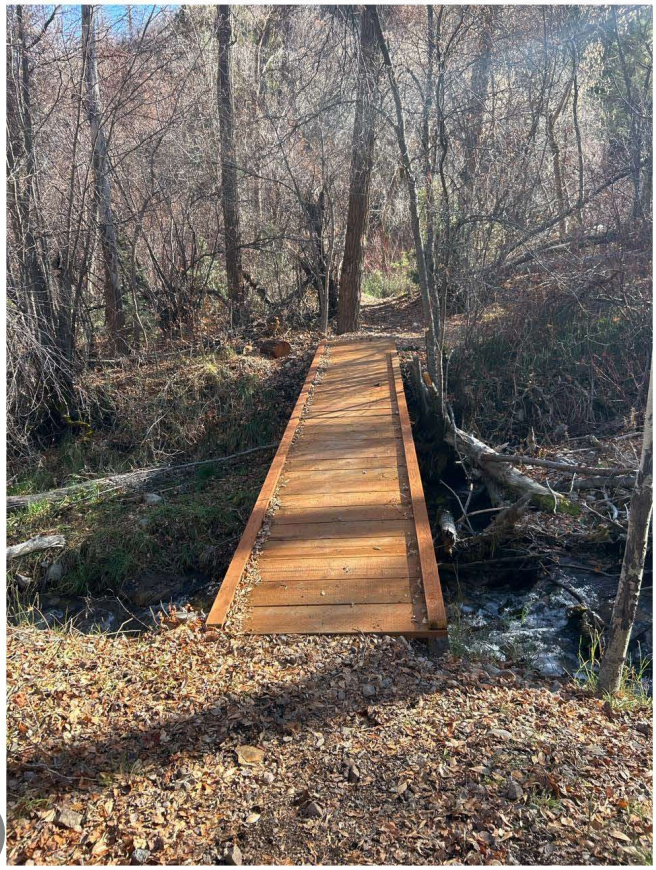
40



41

DRAFT

42



43

44

DRAFT

46

47

48

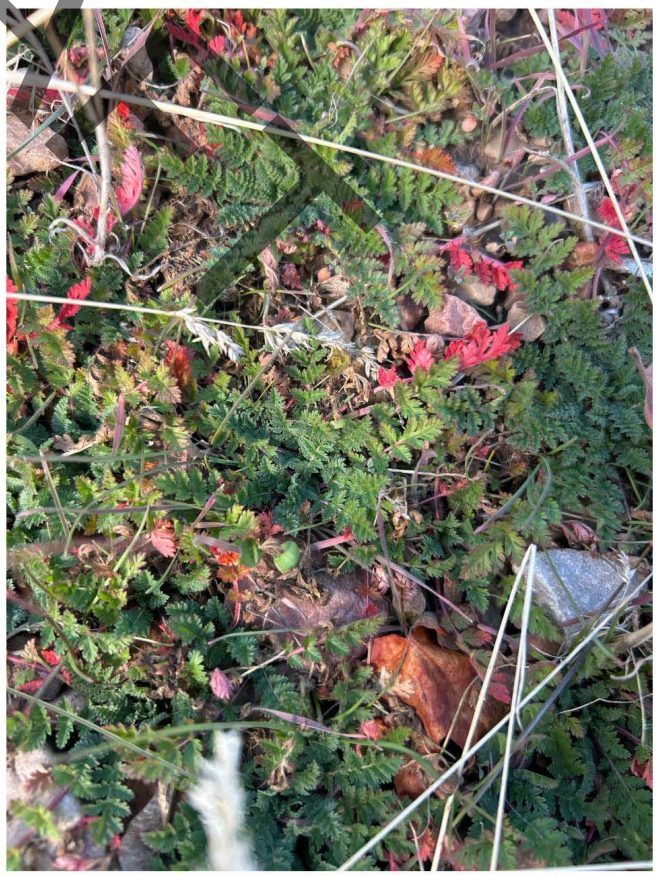
49

DRAFT

50

51

52



53

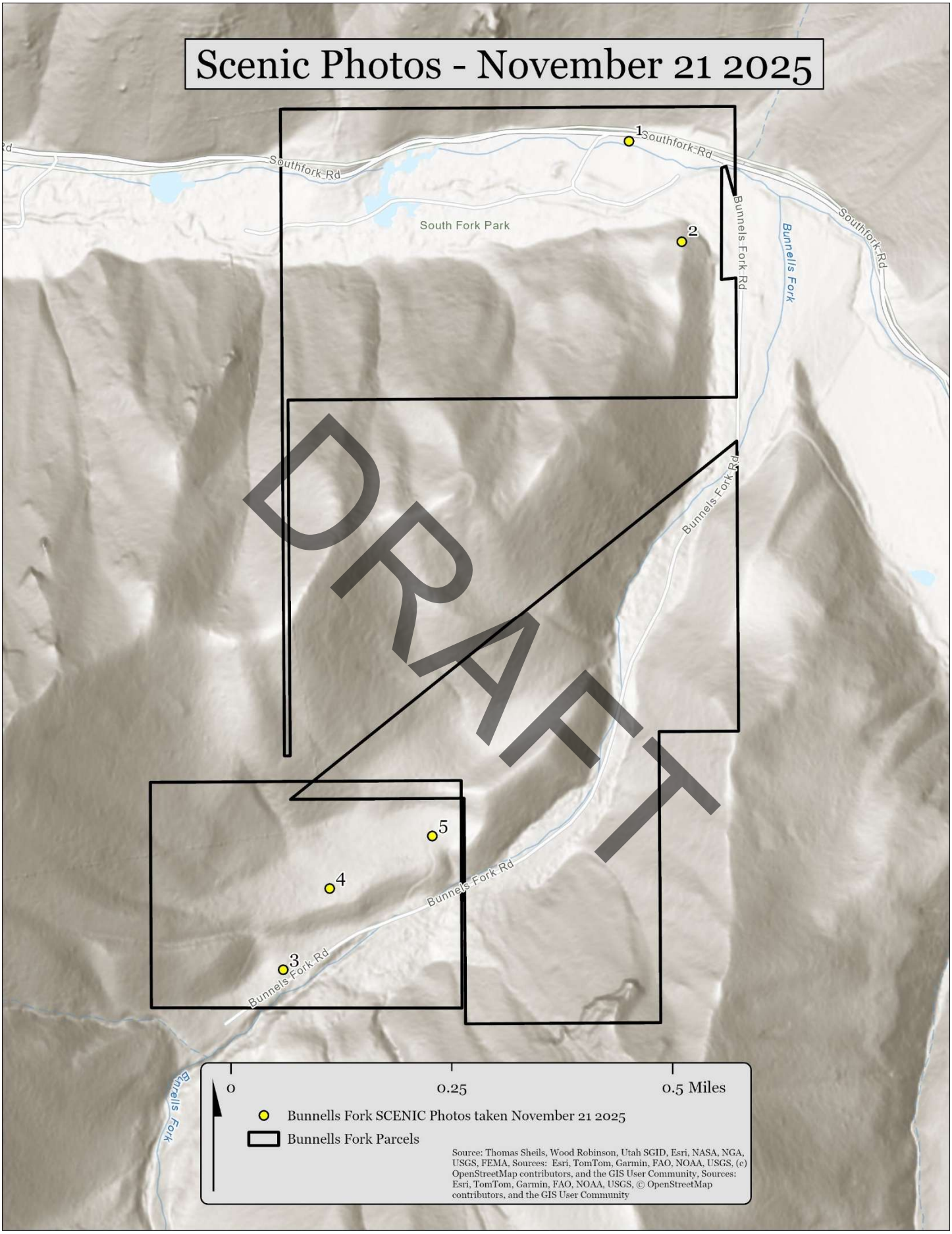
DRAFT

54

55

56

DRAFT



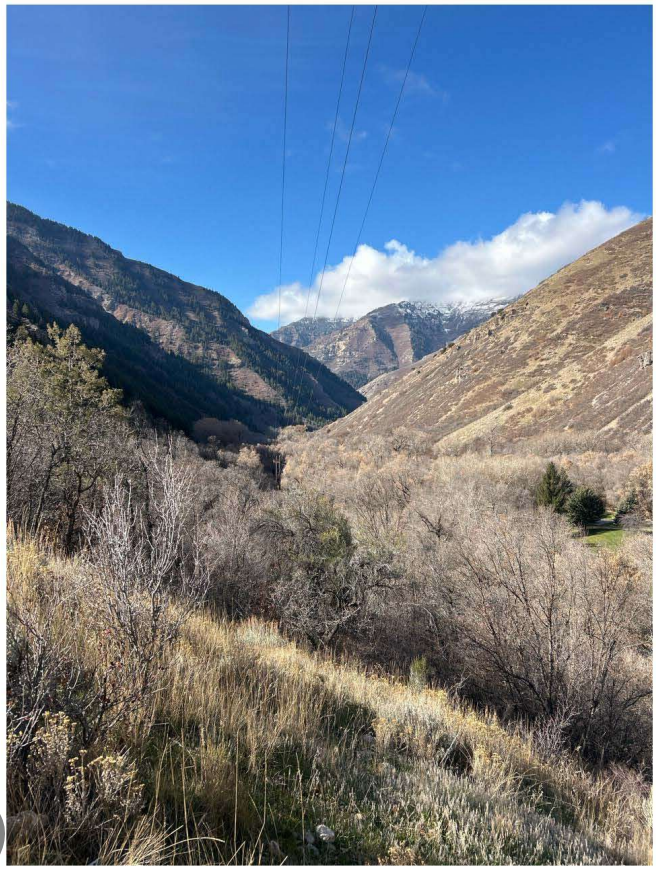
Map 46 - Scenic Photos Taken November 21 2025

Table 9 - Scenic Photo Descriptions

ID	Type	Field Notes
1	Scenic	Entrance
2	Scenic	Power corridor looking west
3	Scenic	Field, wintered
4	Scenic	View up Bunnells Fork
5	Scenic	Big field

DRAFT

1

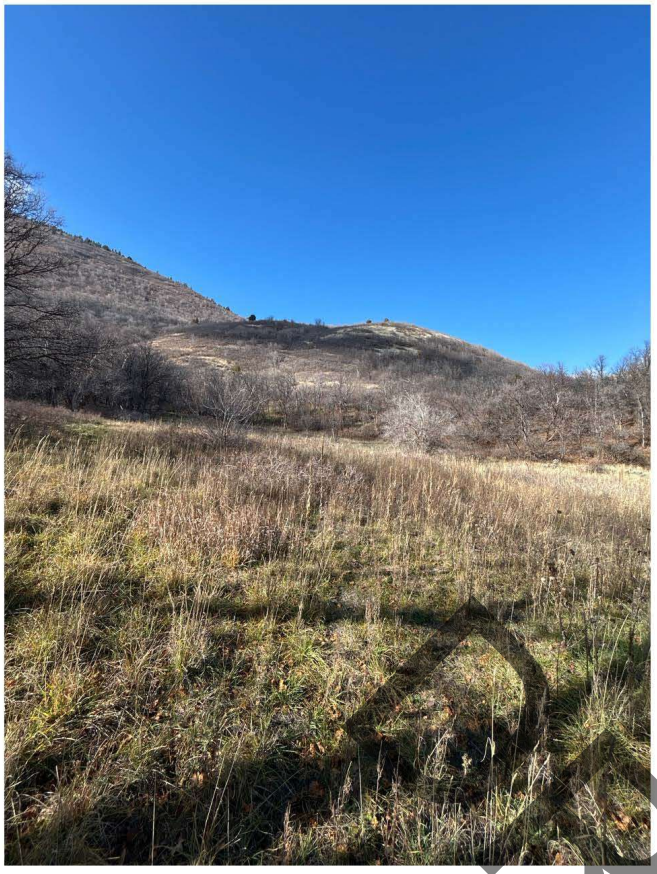


2

3

4

DRAFT



5

DRAFT

Map 47 - Orthophoto Taken November 21 2025

Appendices

A – List of Maps, Figures, Tables, and In-line Geotagged Photos

Map 1 - PLSS Locator....2
Map 2 – Property's location in relation to Uinta National Forest....7
Map 3 - Topography.... 8
Map 4 - Surface Geology....9
Map 5 - Structural Geology....9
Map 6 - Soil Composition....10
Map 7 - Landfire Existing Vegetation Type....13
Map 8 - Landfire Existing Vegetation Type Class....13
Map 9 - Observed Landcover Classification....14
Map 10 - National Wetlands Inventory.... 20
Map 11 - Nearby Conserved Areas.... 20
Map 12 - Wildlife Action Plan Key Habitat....22
Map 13 - USGS GAP Habitat Model for American Pika....22
Map 14 - USGS GAP Habitat Model for Golden Eagle....23
Map 15 - USGS GAP Habitat Model for Northern Leopard Frog....23
Map 16 - USGS GAP Habitat Model for Peregrine Falcon7....23
Map 17 - USGS GAP Habitat Model for Townsends Big Eared Bat....23
Map 18 – Band-tailed Pigeon Habitats.... 24
Map 19 - Black Bear Habitat.... 24
Map 20 - Blue Grouse Habitat.... 24
Map 21 - California Quail Habitat.... 24
Map 22 - Elk Habitat....25
Map 23 - Moose Habitat....25
Map 24 - Mountain Goat Habitat....25
Map 25 - Mule Deer Habitat....25
Map 26 - Ruffed Grouse Habitat.... 26
Map 27 - Wild Turkey Habitat.... 26
Map 28 - USGS GAP Habitat Model for Bobcat.... 26
Map 29 - USGS Gap Habitat Model for Cougar.... 26
Map 30 - TNC Geophysical Setting.... 28
Map 31 - TNC Landform.... 28
Map 32 - TNC Landscape Diversity.... 28
Map 33 - TNC Local Connectedness.... 28
Map 34 - TNC Terrestrial Resilience.... 29
Map 35 - TNC Connectivity & Climate Flow.... 29
Map 36 - TNC Resilient Sites.... 29
Map 37 - NCLD Land Cover Change Index.... 29
Map 38 - Human Modification Index....34
Map 39 - Wildfire Risk Index....34
Map 40 – Landslide Potential....34
Map 41 - Monitoring Photopoints Taken Novemeber 21 2025.... 36
Map 42 - Built Environment.... 40
Map 43 - Ground Photos Taken May 7, 2025.... 42
Map 44 - Drone Photos Taken May 7, 2025....54
Map 45 - Closeup Photos Taken November 21 2025....60
Map 46 - Scenic Photos Taken November 21 2025.... 77
Map 47 - Orthophoto Taken November 21 2025.... 81

Photo 1 - Drone Photo 16.... 1
Photo 2 - Drone Photo 8....5
Photo 3 - Ground Photo 1 taken May 7, 2025....8
Photo 4 - Drone Photo 6 Taken May 7, 2025....11
Photo 5 - Ground Photo 12 Taken May 7, 2025.... 13
Photo 6 - Closeup Photo 50 taken November 21, 2025.... 14
Photo 7 - Closeup photo 31 taken November 21, 2025.... 15
Photo 8 - Cow Parsnip.... 15
Photo 9 - Closeup Photo 14 taken November 21, 2025.... 15
Photo 10 - Closeup Photo 15 taken November 17, 2025.... 16
Photo 11 - Closeup Photo 17 taken November 21, 2025.... 16
Photo 12 - Closeup Photo 42 taken November 21, 2025.... 16
Photo 13 - Closeup Photo 25 taken November 21, 2025....17
Photo 14 - Longstalk springparsley (Dyke, 2022)....17
Photo 15 - Closeup Photo 26 taken November 21, 2025....17
Photo 16 - Closeup Photo 40 Taken November 21, 2025.... 18
Photo 17 - Ground Photo 13 taken May 17, 2025.... 18
Photo 18 - Closeup Photo 35 taken November 21, 2025.... 18
Photo 19 - Ground Photo 4 taken May 7, 2025.... 19
Photo 20 - Balkan Toadflax (Keller, 2017).... 31
Photo 21 – Cheatgrass (Reichard, 2016).... 31
Photo 22 - Closeup Photo 12 taken November 17, 2025....32
Photo 23 – Burdock (USU Staff, n.d.)....32
Photo 24 - Redstem Storksbill (USU Range Plants of Utah, 2025).... 32
Photo 25 - Siberian Elm (Siberian Elm (Ulmus pumila))....33
Photo 26 - Smooth brome (USU Range Plants of Utah Extension, 2025) 33

DRAFT

B – List of Utah County's Species of Greatest Conservation Need

Common Name	Scientific Name	Threatened Ranking[1]	Likelihood of occurrence on Property[2] (date of last documented encounter)
American Bittern	Botaurus lentiginosus	G5; S3S4B, S3N	Unlikely
American Pika	Ochotona princeps	G5; S4	Likely (2002)
American White Pelican	Pelecanus erythrorhynchos	G4; S3B	Unlikely
Arizona/Sonoran Mountain Kingsnake	Lampropeltis pyromelana	G4; S3	Possible
Bald Eagle	Haliaeetus leucocephalus	G5; S2B, S4N	Unlikely
Band-tailed Pigeon	Patagioenas fasciata	G4; S3B	Likely (2024)
Bear Lake Springsnail	Pyrgulopsis pilsbryana	G2; S1	Unlikely
Black Rosy-finch	Leucosticte atrata	G4; S1	Likely (2024)
Black Swift	Cypseloides niger	G4; S2B	Likely – breeding location known in Bridal Veil Falls
Bonneville Cutthroat Trout	Oncorhynchus clarkii utah	G4T4; S4	Unlikely
Burrowing Owl	Athene cunicularia	G4; S3B	Unlikely
Caspian Tern	Hydropogne caspia	G5; S3B	Unlikely
Clay Phacelia	Phacelia argillacea	G1; S1	Unlikely
Coarse Rams-horn	Planorbella binneyi	G4G5Q; SH	Unlikely
Colorado River Cutthroat Trout	Oncorhynchus clarkii pleuriticus	G4T3; S3	Unlikely
Columbia Spotted Frog	Rana luteiventrus	G4; S3	Possible
Deseret Milkvetch	Astragalus desereticus	G1; S2	Unlikely
Desert Tryonia	Tryonia porrecta	G3; S2	Unlikely
Eureka Mountainsnail	Oreohelix eurekensis	G1; S1	Unlikely
Ferruginous Hawk	Buteo regalis	G4; S3B	Possible
Flammulated Owl	Psiloscops flammeolus	G4; S3S4B	Likely
Fringed Myotis	Myotis thysanodes	G4; S2B	Unlikely
Golden Eagle	Aquila chrysaetos	G5; S4	Possible
Greater Sage-grouse	Centrocercus urophasianus	G3G4; S3	Unlikely
Green River Pebblesnail	Fluminicola coloradoensis	G3G4; S2S3	Unlikely
June Sucker	Chasmistes liorus	G2; S2	Unlikely
Kit Fox	Vulpes macrotis	G4; S3	Unlikely
Least Chub	Iotichthys phlegethontis	G2; S2	Unlikely
Lewis's Woodpecker	Melanerpes lewis	G4; S3	Possible, but unlikely
Little Brown Myotis	Myotis lucifugus	G3; S4	Likely
Long-eared Myotis	Myotis evotis	G5; S4B	Likely
Long-legged Myotis	Myotis volans	G4G5; S4	Likely
Monarch Butterfly	Danaus Plexippus	G4; S2	Likely
Mountain Marshsnail	Stagnicola montanensis	G3; SH	Unlikely
Northern Leopard Frog	Lithobates pipiens	G5; S3	Likely
Olive-sided Flycatcher	Contopus cooperi	G4; S3S4B	Likely
Peregrine Falcon	Falco peregrinus	G4; S3B	Likely
Pinyon Jay	Gymnorhinus cyanocephalus	G5; S4	Possible
Snowy Plover	Charadrius nivosus	G3; S3B	Unlikely
Southern Bonneville Springsnail	Pyrgulopsis transversa	G2; S1	Unlikely
Southern Leatherside Chub	Lepidomeda aliciae	G2; S2	Unlikely (apparently extirpated from Provo River)
Spotted Bat	Euderma maculatum	G4; S3	Unlikely
Townsend's Big-eared Bat	Corynorhinus townsendii	G4; S4	Possible
Utah Physa	Physella utahensis	G5T2; S1	Unlikely (extirpated from Utah Lake)
Ute Ladies' Tresses	Spiranthes diluvialis	G2G3; S2	Possible (along wetlands at northwest corner of Property)
Western Pearlshell	Margaritifera falcata	G5; S1	Unlikely (all populations believed extirpated)
Western Toad	Anaxyrus boreas	G4; S3	Likely
Western Yellow-billed Cuckoo	Coccyzus americanus occidentalis	G5T2T3; S2B	Likely (along riparian corridor)
White-faced Ibis	Plegadis chihi	G5; S2S3B	Unlikely
Winged Floater	Anodonta nuttalliana	G4Q; SNA	Unlikely
Wolverine	Gulo gulo	G4; S2	Unlikely (believed to be extant in Utah, though recent evidence suggests presence in Wasatch Mountains)
Yuma Myotis	Myotis yumanensis	G5; S3	Unlikely

DRAFT

[1] G – global level ranking; G – national level ranking; S – subnational or state level ranking. 1 – critically imperiled; 2 – imperiled; 3 – vulnerable; 4 – apparently secure; 5 – secure. B – conservation status refers to the breeding population of the species; N – conservation status refers to the non-breeding population of the species; B & S refer largely to birds and bats. T – refers to a subspecies level of conservation status; Q – refers to questionable taxonomy which may reduce conservation priority; H -refers to historical occurance but not recently known extant, likely extinct or extirpated

[2] Refers to whether the known range and habitat as described by Utah Division of Wildlife Resources matches that of the Property

C – Sources Cited

Abella, S. R., & Fule, P. Z. (2008). Fire effects on Gambel oak in southwestern ponderosa pine-oak forests. *US Department of Agriculture, Forest Service, Rocky Mountain Research Station*, pp. 1-6. doi:https://doi.org/10.2737/RMRS-RN-34

Andersen, B. A., & Holmgren, A. H. (1996, May). *Mountain Plants of Northeastern Utah*. Retrieved from Utah State University Extension: https://extension.usu.edu/forestry/files/publications/other-publications/mountain-plants-northeastern-utah.pdf

Anderson, M., Clark, M., Olivero, A., & Cameron, D. (2023). A resilient and connected network of sites to sustain biodiversity under a changing climate. *Ecology*. Retrieved from https://doi.org/10.1073/pnas.2204434119

Bisj, T. (2006, May 25). *Plant Sheet for Smooth Brome (Bromus inermis)*. Retrieved from USDA NRCS: https://plants.usda.gov/DocumentLibrary/factsheet/pdf/fs_brin2.pdf

Carpenter, S. R., Caraco, N. F., Correll, D. L., Howarth, R. W., Sharpley, A. N., & Smith, V. H. (1998). Nonpoint pollution of surface waters with phosphorus and nitrogen. *Ecological Applications, 8(3)*, pp. 559-568. Retrieved from https://doi.org/10.1890/1051-0761(1998)008[0559:NPOSWW]2.0.CO;2

Chawla, L. (2015). Benefits of Nature Contact for Children. *Journal of Planning Literature*, pp. 433-452. doi:10.1177/0885412215595441

Chong, G. W., Simonson, S. E., Stohlgren, T. J., & Kalkhan, M. A. (2000). Biodiversity: aspen stands have the lead, but will nonnative species take over? *Sustaining aspen in western landscapes. RMRS-P-18. USDA Forest Service, Rocky Mountain Research Station, Fort Collins*, 261-271.

Climate. (2024, October 22). Retrieved from National Weather Service - National Oceanic and Atmospheric Administration: https://www.weather.gov/wrh/Climate?wfo=slc

Constenius, K. N., Clark, D. L., King, J. K., & Ehler, J. B. (2011). *Interim Geologic Map of the Provo 30' x 60' Quadrangle, Utah, Wasatch, and Salt Lake Counties, Utah*. Retrieved from Utah Geologic Survey: https://ugspub.nr.utah.gov/publications/open_file_reports/ofr-586.pdf

Discover Lewis & Clark. (n.d.). *Western Sweet Cicely*. Retrieved from Discover Lewis & Clark: lewis-clark.org/sciences/plants/western-sweet-cicely/

Dyke, M. V. (2022, April 9). *Photo 187823659*. Retrieved from iNaturalist: https://www.inaturalist.org/photos/187823659

Gucker, C. L. (2008). *Verbascum thapsus*. Retrieved from Fire Effects Information System, USDA Forest Service, Rocky Mountain Research Station: https://www.fs.usda.gov/database/feis/plants/forb/vertha/all.html

Hall, C., & Knuth, M. (2014). An Update of the Literature Supporting the Well-Being Benefits of Plants: Part 3 - Social Benefits. *International Journal of Environmental Research and Public Health, 11(5)*, pp. 5445-5461. doi:10.3390/ijerph110505445

Jennings, V., Gaither, C. J., & Gragg, R. S. (2012). Promoting Environmental Justice Through Urban Green Space Access: A Synopsis. *Environmental Justice 5(1)*, pp. 1-7. doi:https://doi.org/10.1089/env.2011.0007

Keller, J. (2017, May 26). *Photo 8275302 of Balkan Toadflax*. Retrieved from inaturalist: https://www.inaturalist.org/photos/8275302

Kem C Gardner Policy Institute. (2024, October 8). *Utah is projected to add over 500,000 new residents in the next 10 years*. Retrieved from University of Utah | David Eccles School of Business: https://gardner.utah.edu/news/utah-is-projected-to-add-over-500000-new-residents-in-the-next-10-years/

Kem C Gardner Policy Institute. (2025, January 10). *2025 Economic Report to the Governor highlights resilient Utah and US economies*. Retrieved from University of Utah | David Eccles School of Business: https://gardner.utah.edu/news/2025-economic-report-to-the-governor-highlights-resilient-utah-and-u-s-economies/

LANDFIRE. (2023). *Existing Vegetation Type Layer*. Retrieved from LANDFIRE 2.0.0, US Department of the Interior, Geological Survey, and US Department of Agriculture: https://www.landfire.gov

Mendenhall, M. (n.d.). *Common Weeds of Utah Forests*. Retrieved from USU Forestry Extension | Utah Foest Facts: https://extension.usu.edu/forestry/files/publications/utah-forest-facts/012-common-weeds-of-utah-forests.pdf

National Park Service Staff. (2016, May 3). *Exotic Species: Common Teasel*. Retrieved from National Park Service: https://www.nps.gov/articles/common-teasel.htm

Nesom, G. (2002, June 19). *Quaking Aspen (Populus tremuloides Michx.)*. Retrieved from USDA NRCS Plant Guide: https://plants.usda.gov/DocumentLibrary/plantguide/pdf/cs_potr5.pdf

Nesom, G. (2017, Jan 01). *Boxelder (Acer negundo L)*. Retrieved from USDA NRCS Plant Guide: https://plants.usda.gov/DocumentLibrary/plantguide/pdf/pg_acne2.pdf

Nielson, J. (2025, October 27). Conserving the Canyon: Provo considers easement at Bunnells Fork. *The Daily Herald*, p. 1.

Nieuwenhuijsen, M. J., Khreis, H., Triguero-Mas, M., Gascon, M., & Dadvand, P. (2017). Fifty Shades of Green Pathway to Healthy Urban Living. *Epidemiology, 28(1)*, pp. 63-71. doi:10.1097/ede0000000000549

Noss, R., Wuerthner, G., Vance-Borland, K., & Carroll, C. (2001). *A Biological Conservation ASsessment for the Utah-Wyoming Rocky Mountains Ecoregion*. Corvallis, OR: The Nature Conservancy.

Poole, G. C., & Berman, C. H. (2001, June). An ecological perspective on in-stream temperature: natural heat dynamics and mechanisms of human-caused thermal degradation. *Environmental Management, 27(6)*, pp. 787-802. doi:https://doi.org/10.1007/s002670010188

Reichard, T. (2016, May 5). *Photo 3591821*. Retrieved from iNaturalist: https://www.inaturalist.org/photos/3591821

Rocky Mountain Juniper. (n.d.). Retrieved from USU Extension | Treebrowser: https://extension.usu.edu/treebrowser/catalog/juniper-rocky-mountain

DRAFT

Scanlon, B. R., Healy, R. W., & Cook, P. G. (2002, January 17). Choosing appropriate techniques for quantifying groundwater recharge. *Hydrogeology journal (10)*, pp. 18-39. doi:https://doi.org/10.1007/s10040-001-0176-2

Siberian Elm (Ulmus pumila). (n.d.). Retrieved from Utah State University Extension | Plant Health: https://extension.usu.edu/planthealth/ipm/ornamental-pest-guide/weeds/w_siberian-elm

Skinner, M., oren, D. S., Briggs, J., & Neese, E. (2008, Oct 1). *Cheatgrass*. Retrieved from USDA NRCS Plant Guide: https://plants.usda.gov/DocumentLibrary/plantguide/pdf/pg_brte.pdf

Stevenson Intermountain Seed. (2024). *Leymus cinereus | Great Basin Wildrye*. Retrieved from Stevenson Intermountain Seed: https://stevensonintermountainseed.com/product/leymus-cinereusgreat-basin-wildrye/

Sullivan, W. C., Kuo, F. E., & DePooter, S. F. (2004). The Fruit of Urban Nature: Vital Neighborhood Spaces. *Environment and Behavior, 36(5)*, pp. 678-700. doi:https://psycnet.apa.org/doi/10.1177/0193841X04264945

Twohig-Bennett, C., & Jones, A. (2018). The health benefits of the great ourdoors: A systematic review and meta- analysis of greenspace exposure and health outcomes. *Environmental Research, 166*, pp. 628-637. doi:10.1016/j.envres.2018.06.030

Ulev, E. D. (2016, Mar 1). *Mahonia Repens*. Retrieved from Fire Effects Information System, USDA, FS, Rocky Mountain Research Station, Fire Sciences Laboratory: https://www.fs.usda.gov/database/feis/plants/shrub/mahrep/all.html

US Environmental Protection Agency (EPA). (2003). National Management Measures to Control Nonpoint Source Pollution from AGriculture. *EPA*. Retrieved from https://www.epa.gov/nps/national-management-measures-control-nonpoint-source-pollution-agriculture

US Global Change Research Program. (2018). Fourth National Climate Assessment, Volume II: Impacts, Risks, and Adaptation in the United States. *USGCRP*. Retrieved from https://nca2018.globalchange.gov/

USDA NRCS. (n.d.). *Equisetum arvense L. | field horsetail*. Retrieved from USDA NRCS Plants Database: https://plants.usda.gov/home/plantProfile?symbol=EQAR

USU Forestry. (2016, December). *031 - The Regeneration of Aspen Stands in Southern Utah*. Retrieved from Utah State University | Forestry Extension: https://extension.usu.edu/forestry/publications/utah-forest-facts/031-regeneration-of-aspen-stands-in-southern-utah

USU Forestry Extension. (2025). *Red-Osier Dogwood*. Retrieved from USU Extension: https://extension.usu.edu/forestry/tree-identification/other-trees/red-osier-dogwood

USU Plant Health Extension. (n.d.). *Downy Brome (Cheatgrass)*. Retrieved from Utah State University: https://extension.usu.edu/planthealth/ipm/ornamental-pest-guide/weeds/w_downy-brome

USU Range Plants of Utah. (2025). *Boxelder*. Retrieved from Utah State University Extension: https://extension.usu.edu/rangeplants/shrubs-and-trees/ashleaf-maple

USU Range Plants of Utah. (2025). *Storksbill*. Retrieved from USU Range Plants of Utah Extension: https://extension.usu.edu/rangeplants/forbs-herbaceous/storks-bill

USU Range Plants of Utah Extension. (2025). *Smooth Brome*. Retrieved from Utah State University: https://extension.usu.edu/rangeplants/grasses-and-grasslikes/smooth-brome

USU Range Plants of Utah Extension. (n.d.). *Cow Parsnip*. Retrieved from Utah State University Extension | Range Plants of Utah: https://extension.usu.edu/rangeplants/forbs-herbaceous/cow-parsnip

USU Staff. (n.d.). *Burdock*. Retrieved from Utah State University Extension | Range Plants of Utah: https://extension.usu.edu/rangeplants/forbs-herbaceous/burdock

Utah DNR. (2021, January 12). *Utah Pronghorn Habitat*. Retrieved from Utah SGID: https://opendata.gis.utah.gov/datasets/utahDNR::utah-pronghorn-habitat/about

Utah DNR Division of Outdoor Recreation. (2024). *Utah's Outdoor Recreation Economy Breaks Records, Reaching $9.5 billion*. Retrieved from Utah DNR Division of Outdoor Recreation: https://recreation.utah.gov/uncategorized/utahs-outdoor-recreation-economy-breaks-records-reaching-9-5-billion/

Western Aspen Alliance. (n.d.). *Pando*. Retrieved from Utah State University | SJ & Jessie E Quinney College of Agriculture and Natural Resources: https://qanr.usu.edu/western-aspen-alliance/pando/

Zouhar, K. (2001). *Abies concolor. In: Fire Effects Information System*. Retrieved from USDA Fire Effects Information System: https://www.fs.usda.gov/database/feis/plants/tree/abicon/all.html

DRAFT

End of Baseline Documentation Report

DRAFT

When Recorded Return to:
Utah Open Lands
1488 South Main Street
Salt Lake City, UT. 84115

Bunnells Fork Watershed and Recreation
Deed of
Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), is made and given, by PROVO, UTAH, a Utah political subdivision, ("Grantor"), having an address of 445 West Center, Provo, Utah 84601, to UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Utah County, Utah, known as Bunnells Fork and described in the Legal Description and Map attached hereto as Exhibit A and by this reference made a part hereof (the "Property");

WHEREAS, it is the purpose of this Easement and the intention of both Grantor and Grantee to forever protect and preserve the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational, and educational values of the Property;

WHEREAS, perpetual protection and preservation of the aforementioned values of the Property with this Easement will provide significant benefits to the public as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the public, including the residents of Provo City, the State of Utah, and the citizens of

the United States of America;

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community recreational, and educational values described in more detail in paragraphs A through F immediately below (collectively referred to as the "Conservation Values") of great importance to Grantor and Grantee, and which provide incalculable benefits to the public, including the citizens of Provo City, the State of Utah, and the United States of America, and the granting of this Easement will result in the following:

A. Protection and preservation of relatively natural habitat in accordance with Title 26, United States Code ("Internal Revenue Code") §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including but not limited to protection and preservation of habitat appropriate for several wildlife species;

B. Protection of scenic, aesthetic, and open space values in accordance with Internal Revenue Code §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views of the Property, which can be seen from the scenic South Fork Canyon Road and adjacent protected landscapes;

C. Protection of public recreational and educational values, in accordance with Internal Revenue Code §170(h)(4)(A)(i) as the Property provides trailhead facilities and trails accessible to the general public to enable the public to experience wildlife viewing and enjoy outdoor recreational and educational opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, ecological, forest, open space, water quality, watershed, riparian, and wildlife habitat values;

D. Protection of areas that act as buffers to existing areas of protected open space, as the Property is adjacent and in close proximity to several permanently protected watershed open spaces; and

E. Protection of water resources, including springs on the property, that contribute greatly to the watershed and are critical to Grantor's governmental functions;

WHEREAS, Grantee has conducted an inventory of the Conservation

Values and the current condition of the Property, as documented in the Baseline Documentation Report, defined in Section III herein;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by prohibiting, as provided herein, the continuation, initiation, or introduction of uses of or activities on the Property that would have a material adverse impact on the Conservation Values;

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor greatly values the undeveloped nature of the Property and its Conservation Values;

WHEREAS, the Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect land in perpetuity with a conservation easement by the enactment of Utah Code Ann. § 57-18-1 et seq.;

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in Internal Revenue Code §170(h)(3);

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire and agree that each provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably gifts, grants, and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the public, including the residents of Provo City, the State of Utah, and the citizens of the United States of America. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrance, other than an encumbrance of record existing on the effective date of this Easement or an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to all rights, terms, conditions, and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose or described explicitly in Section IV.

SECTION II - RIGHTS OF GRANTEE

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

(a) to identify, preserve, and protect in perpetuity the Conservation Values consistent with the terms of this Easement and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of this Easement;

(b) to prevent Grantor from conducting any activity on or use of the Property that is not consistent with the terms of this Easement and to require Grantor to restore any areas or features of the Property that may be damaged by an inconsistent activity or use by Grantor;

(c) to prevent third persons (whether or not claiming they are acting by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement and to require any such third parties to restore any areas or features of the Property that may be damaged by an inconsistent activity or use by the third party;

(d) to require Grantor to cooperate in the exercise of Grantee's rights described in subparagraph (c) by utilizing reasonable enforcement tools, efforts, and remedies to assist Grantee in the prevention of prohibited activities and the restoration required of the described third parties;

(e) to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;

(f) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

(g) to obtain any remedy at law, injunctive and other equitable relief, or other available remedy or relief against any violations, including restoration of the Property to the condition that existed prior to any such violation;

(h) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section IX;

(i) to erect signage at such locations on the Property, as determined mutually between Grantor and Grantee, identifying Grantee as the holder of this Easement, terms of this Easement, or the Property's protected status; and

(j) to burden title to the Property in perpetuity and bind Grantor and all future owners and tenants of the Property.

SECTION III – BASELINE DOCUMENTATION REPORT

The Conservation Easement Baseline Documentation Report, Bunnells Fork Conservation Area, prepared by Grantee, dated _____, signed by Michelle Kaufusi, Mayor of Grantor, Wendy E. Fisher, Executive Director of Grantee, and Emily Ingram, Conservation Director for Grantee, and by this reference made a part hereof, contains a collection of baseline data that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation §1.170A-14(g)(5)(i) ("Baseline Documentation Report"). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the original Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

SECTION IV - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement, except when such uses and practices create or threaten to create a material adverse impact as determined by the City on the sensitive watershed functioning on the Property.

While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses are consistent with this Easement.

A. Maintenance and Restoration of the Native Ecosystem. Grantor may use passive techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts.

B. Water Resources. Grantor may enhance water quality and wetland features on the Property to protect the watershed and headwater value, or to benefit wildlife or to maintain, expand and modify existing water resource and delivery currently existing on the Property, including, but not limited to additional wellhouses, spring collection boxes, chlorinators, generators, pipelines, water tanks, structures, required earthwork, maintenance roads, power supply buildings, signage, fencing, and utilities as required. Such enhancements may include the protection of springs, and the protection, restoration, or repair of wetlands and streams on the Property, as well as infrastructure or alterations necessary to protect critical water resources;; the construction, maintenance, and repair of water-related infrastructure; the development of additional water resources and infrastructure, the construction, repair, or maintenance of access routes to water resources and infrastructure, and the enhancement of ecological resources. Grantor can do any work required to maintain, expand, or add to existing water resource facilities and meet any state water quality requirements. This work may be done by Grantor or Grantor’s contractor.

C. Public Access, Trails, and Trailheads. Grantor may identify, maintain, reroute, and construct public recreational trails in accordance with this Easement. Grantor may maintain and construct trailheads on the Property in accordance with this Easement, provided that all trail construction and design shall comply with the following guidelines:

i. Trail tread surfaces remain pervious to the soil using natural materials;

ii. trails once rerouted, relocated, or constructed shall be promptly documented in updates to the Baseline Documentation Report;

iii. trails are designated for use as posted by the Grantor;

iv. trails are single-track in nature with a constructed width no larger than four feet;

v. Interpretive trails may be large enough to accommodate a diversity of abilities as may be defined by national ADA (Americans with Disabilities Act) standards;

vi. trail development shall ensure sensitivity to the Conservation Values of the Property and avoid wetlands, riparian areas, and other sensitive water resources to the greatest extent possible;

vii. Grantor retains the right to close, restrict use, restore, reroute, or relocate one or more trails.

D. Trail-Related Structures. Grantor may construct bridging, boardwalks, culverts, gates, or other trail-related improvements on trails and at trailheads which are permitted by this Easement.

E. Fencing and Gating. Grantor may construct new fencing, replace existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, protecting access to water resources and facilities, or restricting unauthorized access across the Property, provided that all fencing must be sensitive to wildlife and wildlife migration and must not be considered “game proof,” except if, in the sole discretion of Grantee,

game-proof fencing is needed for the protection of sensitive vegetation or if, in the sole discretion of Grantor, game-proof fencing is needed to protect water quality of Grantor's water resources. In no event shall game-proof fencing restrict wildlife migration routes.

F. Problem or Diseased Animals. Grantor may control diseased and problem animals.

G. Fire Suppression and Forest Management. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Fire management and forest health considerations may from time to time be modified to reflect changing conditions. Potential means to reduce or remove high-risk fuel loads should include requiring Grantor or Grantor's agent to remove deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity; may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing; and shall be consistent with the techniques employed by and the wildfire management determinations of the governing fire authority for the Property.

H. Invasive Weed and Insect Control. Grantor may use biological invasive weed and insect controls, provided any such use ensures protection of the riparian values of the Property and avoids impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided any such use ensures protection of the riparian values of the Property and avoids impairment of the natural ecosystems and their processes. Invasive weed and insect controls may from time to time be modified to reflect changing conditions.

I. Dogs. Dogs are permitted on designated trails within the Property, provided all dog use must comply with Grantor's rules and regulations regarding dog use

and must be consistent with the Conservation Purpose of this Easement; and (ii) Grantor and Grantee may, by mutual written agreement, close the Property or a trail or trails within the Property to dogs should water quality monitoring or other monitoring protocols indicate an increase in the presence of algae or waterborne pathogens, a deterioration of water quality, or a finding that trail use or other behavior related to dog use materially impairs or damages one or more Conservation Values.

J. Utilities. Grantor's existing utilities may be maintained or relocated, and new utility connections Grantor deems necessary and appropriate in conjunction with a permitted use under this Section are permitted. Any utility relocation for an existing utility not owned by Grantor: (i) must be approved by Grantee and Grantor to minimize the impacts to other conservation values and in particular any material impacts to the water resources or watershed values of the Property. Any surface disturbance to the Property must be restored, to the extent reasonably practicable, to its original undisturbed state.

K. Signs. Grantor may place a limited number of signs: (i) stating rules and regulations; (ii) stating safety or hazardous conditions; (iii) identifying trails or interpretive sites; (iv) stating the Conservation Purpose of this Easement and the Property's protected status; (v) protection or identification of water resource facilities; and (vi) identifying restoration areas.

L. Events, Special Uses, and Related Temporary Structures. An event, a special use, and one or more temporary structures associated with an event or a special use are permitted at the discretion of Grantor.

M. Manmade Fires. Manmade fires are only permitted in a permanent metal or concrete fire pit or grate that the Grantor has installed and maintained at its developed recreation sites and only when state or county fire bans are not in effect.

N. Drones, Unmanned Aircraft Systems, and Model Aircraft. Drones, unmanned aircraft (or aerial) systems, and model aircraft ("Unmanned Aircraft"), unless owned and operated by Grantor, Grantee, or a contractor providing services to Grantor or Grantee, are prohibited from taking off on, landing on, and, to the extent consistent with applicable law, flying over the Property.

O. Existing Structures. The pavillion structure, park structures, and public works structures existing on the Property on the effective date of this Easement and identified in the Baseline Documentation Report may be maintained or replaced. Existing park structures, landscaping, and landscape infrastructure may be replaced, reconstructed, enhanced, altered, or otherwise improved as necessary to meet increased public demand or need, at the Grantor's sole discretion, provided such activities remain consistent with the purposes and Conservation Values of this Easement. In addition, new park structures, amenities, landscaping, and landscape infrastructure may be constructed or installed as deemed appropriate by the Grantor to support public use and enjoyment, so long as such activities are compatible with and do not materially impair the Conservation Values protected by this Easement.

P. Existing and Future Water Resource Structures. Grantor reserves the right to maintain, improve, expand and create necessary water resource infrastructure and structures associated with the protection of and development of these water resources.

Q. Residual Rights. Grantor may exercise and enjoy all rights as owner of the Property other than (i) the right to engage in uses or practices that are prohibited by this Easement or (ii) rights that are otherwise inconsistent with the terms of this Easement or its Conservation Purpose.

SECTION V - PROHIBITED USES AND PRACTICES

Any use or practice that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is prohibited. Grantor

agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

A. Subdivision. Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited. As of the Effective Date the Property consists of separate parcels but the terms and conditions of this Easement apply to the Property as a whole.

B. Proffers, Dedications, and Transfer of Development Rights. Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited.

C. Construction. Construction of any structures or facilities for residential, commercial, or industrial use are prohibited. Only those structures permitted under Section IV pursuant to a permitted use or practice are allowed. The Parties acknowledge and agree that Parks Department and water resource structures are not considered commercial or industrial.

D. Alteration of Watercourses, Wetlands, or Topography. Disturbance, alteration, excavation, or impairment of any watercourse or wetland or the topography of the Property is prohibited, except as permitted in connection with the permitted uses and practices in Section IV.

E. Non-native Species. Intentional introduction onto the Property of any non-native

plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section IV.

F. Roads. New roads over, through, or across the Property are prohibited unless necessary to carry out a permitted use under Section IV.

G. Motorized Vehicles. Motorized vehicles are prohibited on the Property except for:

i. emergency vehicles;
ii. vehicles used in routine maintenance of the Property, provided the vehicles are under the direct control of Grantor or Grantee; and
iii. vehicles in conjunction with a permitted use
iv. electric assisted bicycles (e-bikes) or similar devices only to the extent specifically posted as permitted by Grantor.

H. Agricultural Uses. Agricultural uses are prohibited on the Property except as may be consistent with fire suppression and invasive weed control activities permitted under Section IV. Horseback riding is not considered an agricultural use of the property.

I. Manmade Fires: Camping is prohibited on the Property except in conjunction with a permitted use or as determined by Grantor and Grantee. Manmade fires are prohibited except as permitted under Paragraphs G and N of Section IV.

J. Dumping. The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited.

K. Utilities. New utilities and new utility corridors are prohibited, except as permitted in Section IV.

L. Mineral Activities. Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of

the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.

M. Signs and Billboards. Except as permitted in Sections II and V, the construction, maintenance, lease, or erection of any signs or billboards on the Property is prohibited. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.

N. Hazardous Materials. The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited, except as done as part of Grantor's permitted actions under Section IV. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state, or local environmental law, regulation, or other requirement or (ii) negatively impact the Conservation Purpose of this Easement. Neither this provision nor any other right granted in this Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar local, state, or federal statute.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return receipt requested or by email with a "read receipt" tracking option. Grantor shall have sixty (60) days from the date of receipt of a notice from Grantee of a violation or potential violation or of damage or potential damage caused by Grantor's actions to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage

(Grantor's receipt of such a notice shall be indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day period, Grantee may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor shall pay the cost of any prevention or correction directly arising from Grantor's actions, including Grantee's expenses, court costs, and attorney's fees.

B. Injunctive and Other Relief. Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, seek any legal remedy, or take other appropriate action to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. No Waiver of Enforcement. Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public, which is the beneficiary of this Easement. No delay or omission by Grantee in the exercise

of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this Easement, in the event of a breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

SECTION VII – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

A. Notices. To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall not render this Easement or any provisions of this Easement unenforceable.

B. Superiority of Easement. Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement, other than an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.

C. Costs, Taxes, and Fees. Grantor retains all responsibilities and shall bear all

costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property apart from Grantee's responsibilities in enforcing this Easement, including responsibility for fire suppression and the control of noxious weeds in accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION VIII – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantor or its agents or employees associated with this Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property, except for the storage and use of hazardous materials according to industry standards in furtherance of the permitted uses in Section IV, and Grantee agrees to defend, indemnify and hold harmless Grantor from and against any damage liability, or loss arising or resulting from any act or omission by Grantee or its agents, or employees associated with this Easement or the Property.

SECTION IX – RESTRICTION ON TRANSFER OF EASEMENT

A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, unless (i) the transferee is, at the time of the transfer, a "qualified organization" and an "eligible donee," as those terms are defined in Internal Revenue Code §170(h) and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.

B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in Internal Revenue Code §170(h) and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee's rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the doctrine of *cy pres* and provided that the requirements of

this Section shall be satisfied.

C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XIII shall not violate the provisions of this Section.

SECTION X – EXTINGUISHMENT; VALIDITY

A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at that time, bore to the value of the Property as a whole at that time.

B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph C of this Section. Any removal of land from this Easement constitutes an extinguishment regardless of how such removal might be characterized.

C. In the event of an extinguishment, Grantor shall be entitled the proceeds from any sale, exchange, or involuntary conversion of the property removed from this Easement equal to the appraised value of the Property (or portion of the Property to be removed) as unencumbered by this Easement.

D. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of the respective interests subject to the

taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall used by Grantor and Grantee to further conservation values and acquire open space properties for the residents of Provo City.

E. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than uses permitted by this Easement, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the uses and practices permitted by this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.

F. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

SECTION XI – LIMITED POWER OF AMENDMENT

A. Grantor and Grantee intend that the Property's Conservation Values of the Property and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Property's Conservation Values and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce permitted uses or practices, to clarify an ambiguity, or to otherwise enhance the protection of the Property's Conservation Values. To

that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

i. Only the following types of amendment are permitted:

   a. Amendments that are technical in nature (such as correcting a scrivener's error).

   b. Amendments that eliminate or reduce one or more of the uses or practices permitted by the terms of this Easement.

   c. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement, including an amendment to add land to this Easement as provided in paragraph J of Section IV of this Easement.

ii. An amendment must not materially injure or destroy any Conservation Value or be detrimental to or inconsistent with the Conservation Purposes of this Easement. As one example, this requirement prohibits "trade-off" amendments. A trade-off amendment is an amendment that would impair, injure, or destroy one or more of the Property's Conservation Values and also involve a conservation benefit (or an arguable conservation benefit). Thus, for example, an amendment that would permit development or some other use on part of the Property and thereby impair, injure, or destroy one or more Conservation Values there, in exchange for adding one or more restrictions or other conservation protections elsewhere on the Property, is prohibited. Similarly, an amendment that would involve the relaxation or elimination of one or more of the restrictions, prohibitions, or other conservation protections in this Easement in exchange for the addition of adjacent or nearby land to this Easement

or the protection of some other land is prohibited. For purposes of this Easement, an amendment will be considered to "impair, injure, or destroy" a Conservation Value if it has more than a negligible adverse impact on the protection of the Conservation Value.

iii. An amendment must not limit or otherwise alter the perpetual duration of this Easement.

iv. An amendment must not adversely affect the status of Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws.

v. An amendment must not modify the restriction on transfer, extinguishment, amendment, liberal construction, or no merger provisions of this Easement.

vi. An amendment must not result in private inurement or confer impermissible private benefit, as those terms are defined for purposes of federal tax law.

vii. An amendment must be in writing, duly signed, and promptly recorded in the appropriate location for public land records. Grantee must document in writing (a) the amendment's compliance with the requirements of this Section and (b) approval of the amendment by Grantee's governing body. Such documentation must be permanently retained in Grantee's files for this Easement.

B. Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XII – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a "read receipt" tracking option to:

Grantor: Provo City Municipal Corporation

Attn: Provo City Recorder

445 West Center

Provo, Utah 84601

Grantee: Utah Open Lands Conservation Association

Attn: Executive Director
1488 South Main Street
Salt Lake City, Utah 84115
Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., “Attn:”) or a different mail or email address.

SECTION XVI - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. "Grantor" and "Grantee": The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above- named Grantor and its successors and assigns. The term “Grantee” as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the “Parties.”

C. Headings. Section and paragraph headings are for convenience only and shall not be deemed to have legal effect.

D. Liberal Construction. This Easement shall be liberally construed in favor

of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

E. Successors. This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.

F. Governing Law. This Easement shall be interpreted and construed in accordance with applicable Utah laws.

G. Interaction with State Law. Grantor and Grantee are prohibited from exercising any power or discretion that may be granted under Utah law regarding the transfer, amendment, or termination of easements that would be inconsistent with (i) the provisions of this Easement, (ii) the continued protection in perpetuity of the Property's Conservation Values, or (iii) the Conservation Purposes of this Easement. Grantor and Grantee are bound by the terms of this Easement, which constitutes a public charitable trust, the terms and purpose of which are enforceable by the courts on behalf of the public as with any charitable grant.

H. Venue. Any legal action concerning this Easement shall be filed in the Judicial District of Utah, Utah County.

I. Entire Agreement. This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.

J. Compliance with Law. All uses and practices permitted by this Easement shall comply with all applicable local, state, and federal laws.

K. Effective Date. The effective date of this Easement shall be the date of its recordation.

L. State Law Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.

M. No Merger. The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XIII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property, or a portion thereof, shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (ii) should Grantee come to own all or a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the public, including the citizens of Provo City, the State of Utah, and the United States of America, and be bound by its terms.

N. Warranty of Authority to Sign. By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.

O. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

Provo, Utah

Dated this _____ day of December 2025.

By_____

Mayor or Designee, Provo, Utah

GRANTEE:

UTAH OPEN LANDS CONSERVATION ASSOCIATION

Dated this _____ day of December 2025.

By_____

Kate Ferguson, President, Utah Open Lands Conservation Association

STATE OF UTAH)

: ss.

County of Utah)

On this _____ day of December 2025, _____, representing Provo City Municipal Corporation, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____ _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Provo City Municipal Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

_____

(SEAL) Notary Public for the State of Utah Residing at

_____

My commission expires _____

STATE OF UTAH)

: ss.

County of Salt Lake)

On this _____ day of December 2025,_____, representing Utah Open Lands Conservation Association, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Utah Open Lands Conservation Association.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

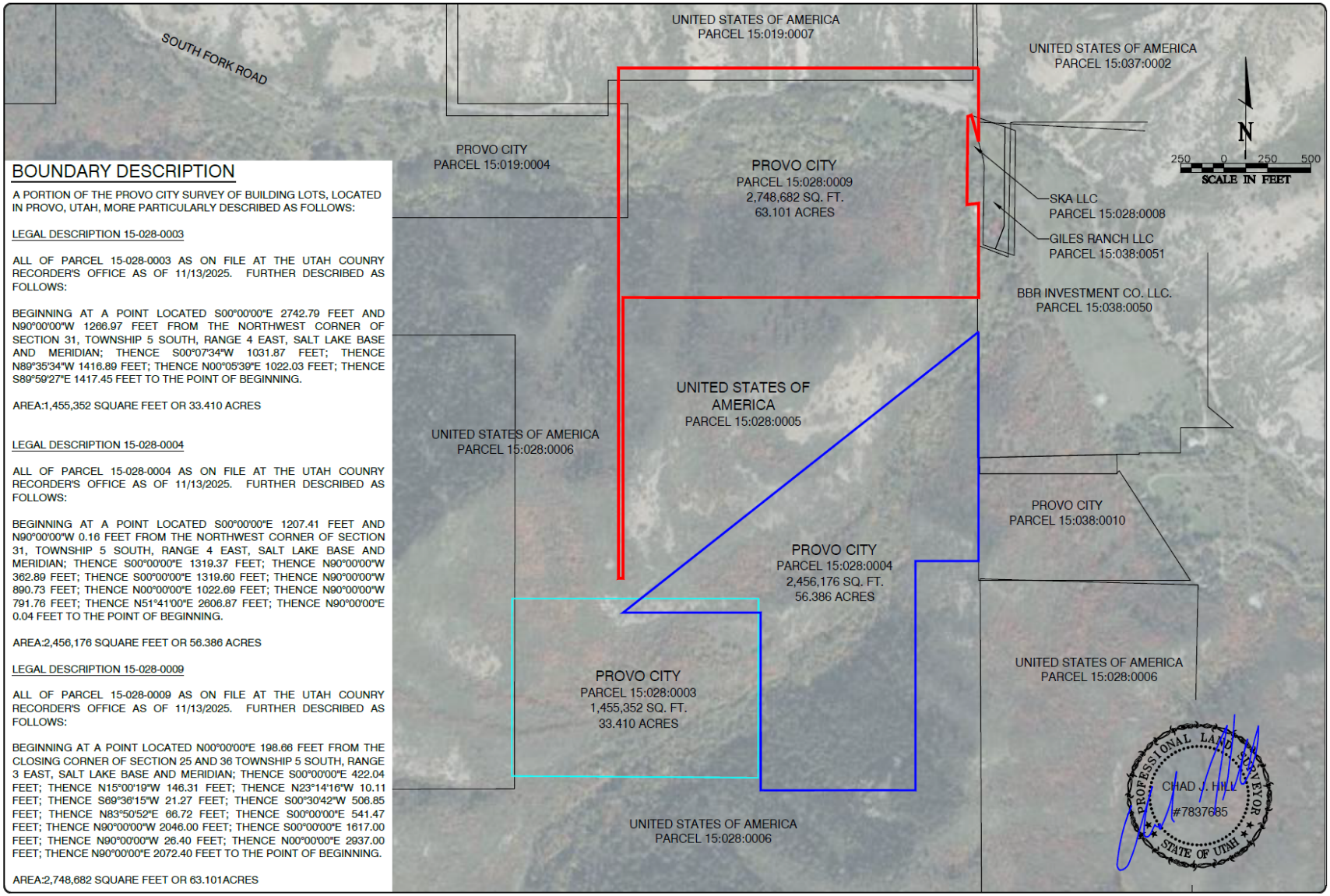
_____

(SEAL) Notary Public for the State of Utah Residing at

_____

My commission expires _____

EXHIBIT A



BOUNDARY DESCRIPTION

A PORTION OF THE PROVO CITY SURVEY OF BUILDING LOTS, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION 15-028-0003

ALL OF PARCEL 15-028-0003 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 2742.79 FEET AND N90°00'00"W 1266.97 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°07'34"W 1031.87 FEET; THENCE N89°35'34"W 1416.89 FEET; THENCE N00°05'39"E 1022.03 FEET; THENCE S89°59'27"E 1417.45 FEET TO THE POINT OF BEGINNING.

AREA:1,455,352 SQUARE FEET OR 33.410 ACRES

LEGAL DESCRIPTION 15-028-0004

ALL OF PARCEL 15-028-0004 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°00'00"E 1207.41 FEET AND N90°00'00"W 0.16 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 1319.37 FEET; THENCE N90°00'00"W 362.89 FEET; THENCE S00°00'00"E 1319.60 FEET; THENCE N90°00'00"W 890.73 FEET; THENCE N00°00'00"E 1022.69 FEET; THENCE N90°00'00"W 791.76 FEET; THENCE N51°41'00"E 2606.87 FEET; THENCE N90°00'00"E 0.04 FEET TO THE POINT OF BEGINNING.

AREA:2,456,176 SQUARE FEET OR 56.386 ACRES

LEGAL DESCRIPTION 15-028-0009

ALL OF PARCEL 15-028-0009 AS ON FILE AT THE UTAH COUNRY RECORDER'S OFFICE AS OF 11/13/2025. FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°00'00"E 198.66 FEET FROM THE CLOSING CORNER OF SECTION 25 AND 36 TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°00'00"E 422.04 FEET; THENCE N15°00'19"W 146.31 FEET; THENCE N23°14'16"W 10.11 FEET; THENCE S69°36'15"W 21.27 FEET; THENCE S00°30'42"W 506.85 FEET; THENCE N83°50'52"E 66.72 FEET; THENCE S00°00'00"E 541.47 FEET; THENCE N90°00'00"W 2046.00 FEET; THENCE S00°00'00"E 1617.00 FEET; THENCE N90°00'00"W 26.40 FEET; THENCE N00°00'00"E 2937.00 FEET; THENCE N90°00'00"E 2072.40 FEET TO THE POINT OF BEGINNING.

AREA:2,748,682 SQUARE FEET OR 63.101ACRES

PROFESSIONAL LAND SURVEYOR
CHAD J. HILL
#7837685
STATE OF UTAH

provo PUBLIC WORKS ENGINEERING

REMARKS

1.

PROVO CITY PROPERTY
SOUTH FORK CONSERVATION EASEMENT
NOVEMBER 2025

PROVO CITY

Engineering File Number:
-

Drawing: 1
Sheet: 1 of 1

ADMINISTRATIVE SERVICES
TEL 801 852 6504
351 W CENTER ST
PO BOX 1849
PROVO, UT 84603

NOTICE OF PUBLIC HEARING BEFORE THE PROVO MUNICIPAL COUNCIL

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on the following item during the Council Meeting that will take place on December 16, 2025 at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah. Anyone interested is invited to attend.

A public hearing regarding the authorization of placing Provo City-owned parcels into a conservation easement located in Bunnell's Fork in Provo Canyon.

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meeting virtually may do so via Zoom. To join the Zoom meeting, visit zoom.us/join and enter Meeting ID 881 7062 9237 and Passcode **185104.** To listen or comment via phone, dial **346-248-7799**, enter Meeting ID 881 7062 9237 **and** press **#**. Press **#** again for participant ID. Once connected, press ***9** to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: RBREEN
Presenter: Rachel Breen, Community Relations Coordinator
Department: Council
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: 25-093

SUBJECT: 5 An ordinance amending Provo City Code regarding the Neighborhood District Program map. (25-093)

RECOMMENDATION: For the City Council to vote on an ordinance to amend the Neighborhood District Program map in Provo City Code 1.08.040 splitting the Carterville Neighborhood along the Provo River with the north portion named "Carterville" and the south portion named "Brickyard" and to rename the Neighborhood Districts with letters instead of numbers.

BACKGROUND: A Carterville representative has requested (and 9 out of 10 Neighborhood District 4 Executive Board Members agree) that the Carterville Neighborhood should be split into two neighborhoods, Carterville and Brickyard, because the Provo River physically splits the Carterville Neighborhood, the Carterville Neighborhood has 2-3 times as many residents as the other neighborhoods in Neighborhood District 4, and the two areas of Carterville have very different needs.

The Neighborhood Districts are named 1-5, which is confusing since the City Council Districts are also named 1-5. These district boundaries are similar, but not exact. The City Council Districts follow voting precinct borders and change every 10 years based on population. The Neighborhood Districts follow historic neighborhood borders and are grouped by similar concerns. The City Recorder and many Provo residents have requested that the Neighborhood Districts be renamed so they're not confused with the City Council Districts.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
FY25 Council Priorities -- Efficient Delivery of Services: Ensure the efficient delivery of Provo City services, projects, and programs.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING PROVO CITY CODE REGARDING THE NEIGHBORHOOD DISTRICT PROGRAM MAP. (25-093)

RECITALS:

It is proposed that the Neighborhood District Program map in Provo City Code Section 1.08.040 be amended to split the Carterville Neighborhood along the Provo River into the Carterville Neighborhood (area west of the Provo River) and the Brickyard Neighborhood (area east of the Provo River) and to rename the Neighborhood Districts using letters "A, B, C, D, and E" instead of numbers;

Splitting the Carterville Neighborhood will create two neighborhoods with similar populations to the other neighborhoods in the District and renaming the Neighborhood Districts with letters will differentiate them from Council Districts 1, 2, 3, 4, and 5;

On October 7, 2025, November 6, 2025, and December 16, 2025, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code Section 1.08.040 is amended by replacing the current map with the one shown in Exhibit A, which splits the Carterville Neighborhood along the Provo River into the Carterville Neighborhood (west of the Provo River) and the Brickyard Neighborhood (east of the Provo River) and renames the Neighborhood Districts using letters "A, B, C, D, and E.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

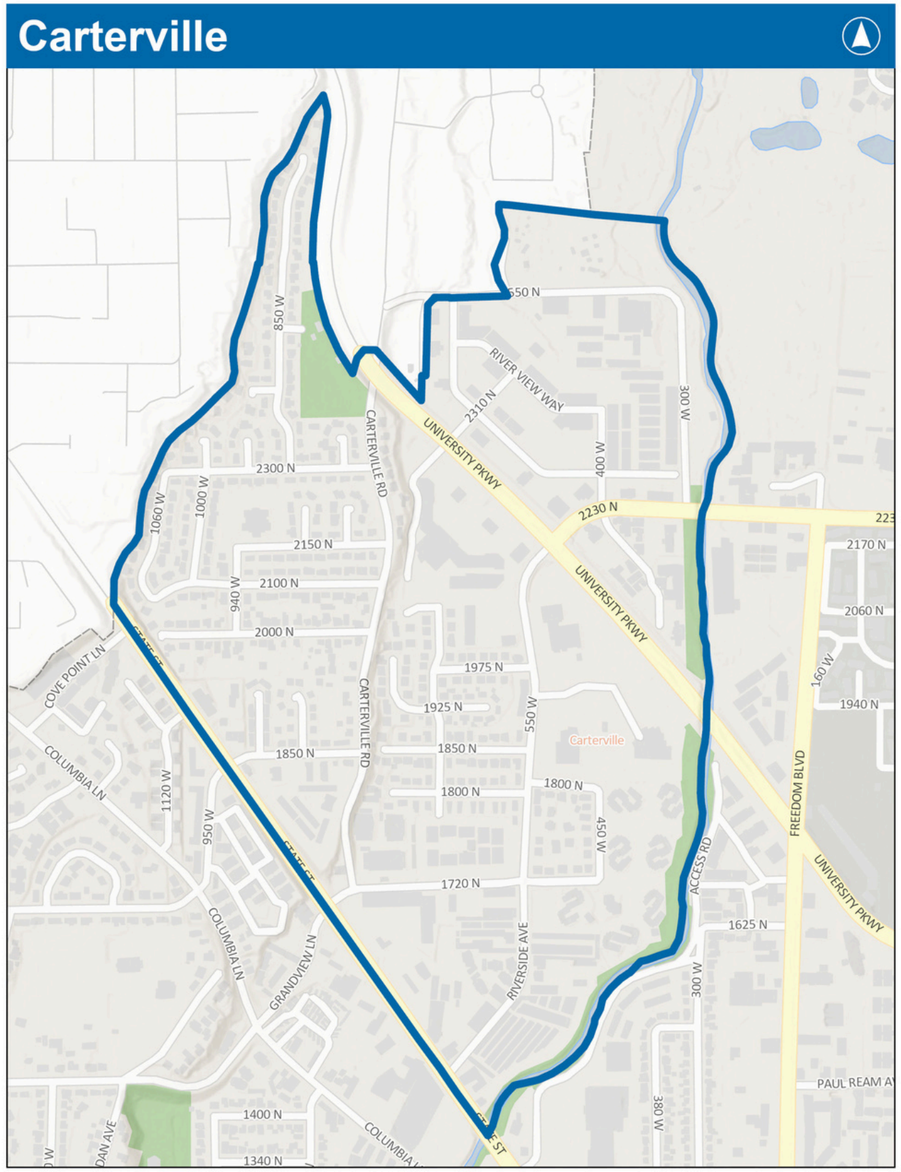
D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

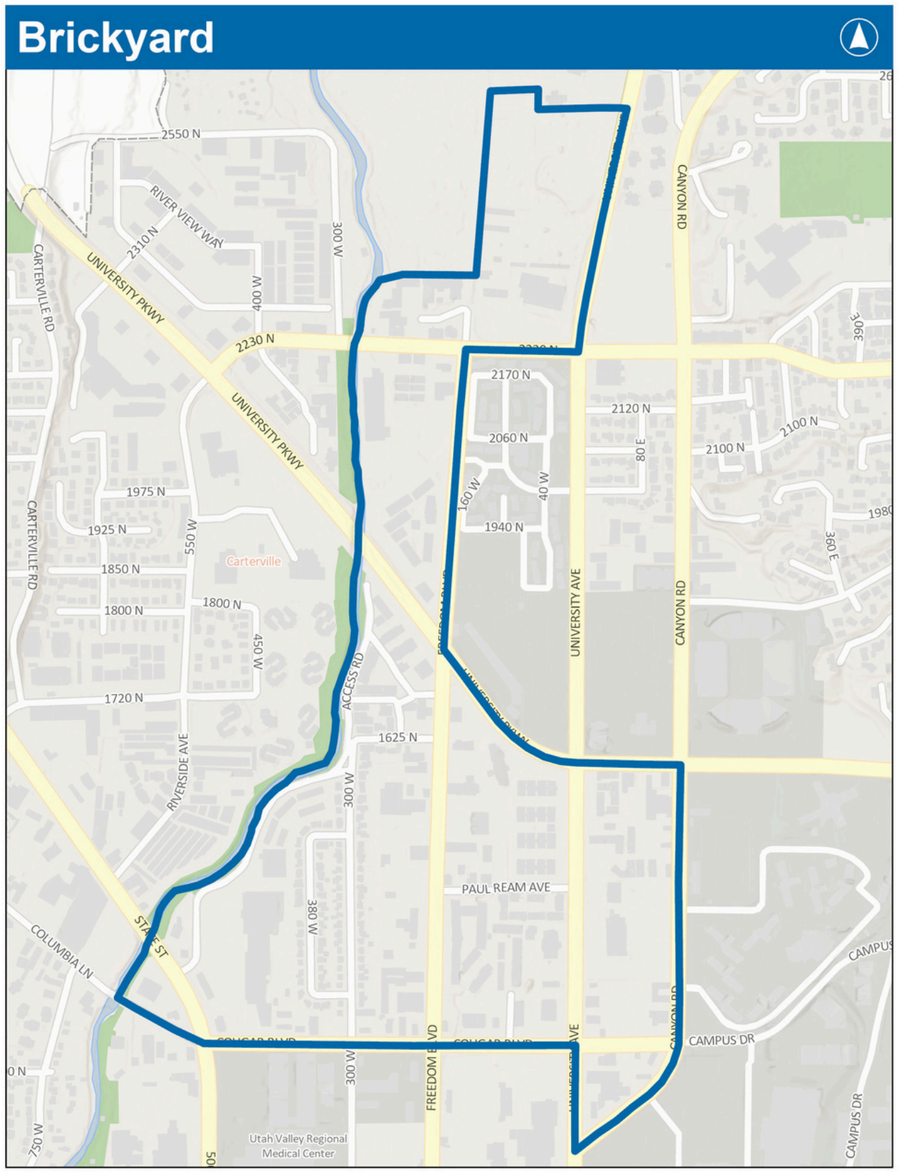
PROVO NEIGHBORHOOD DISTRICT PROGRAM

Code Change

Rachel Breen, Neighborhood District Program Coordinator

Split Carterville along the Provo River





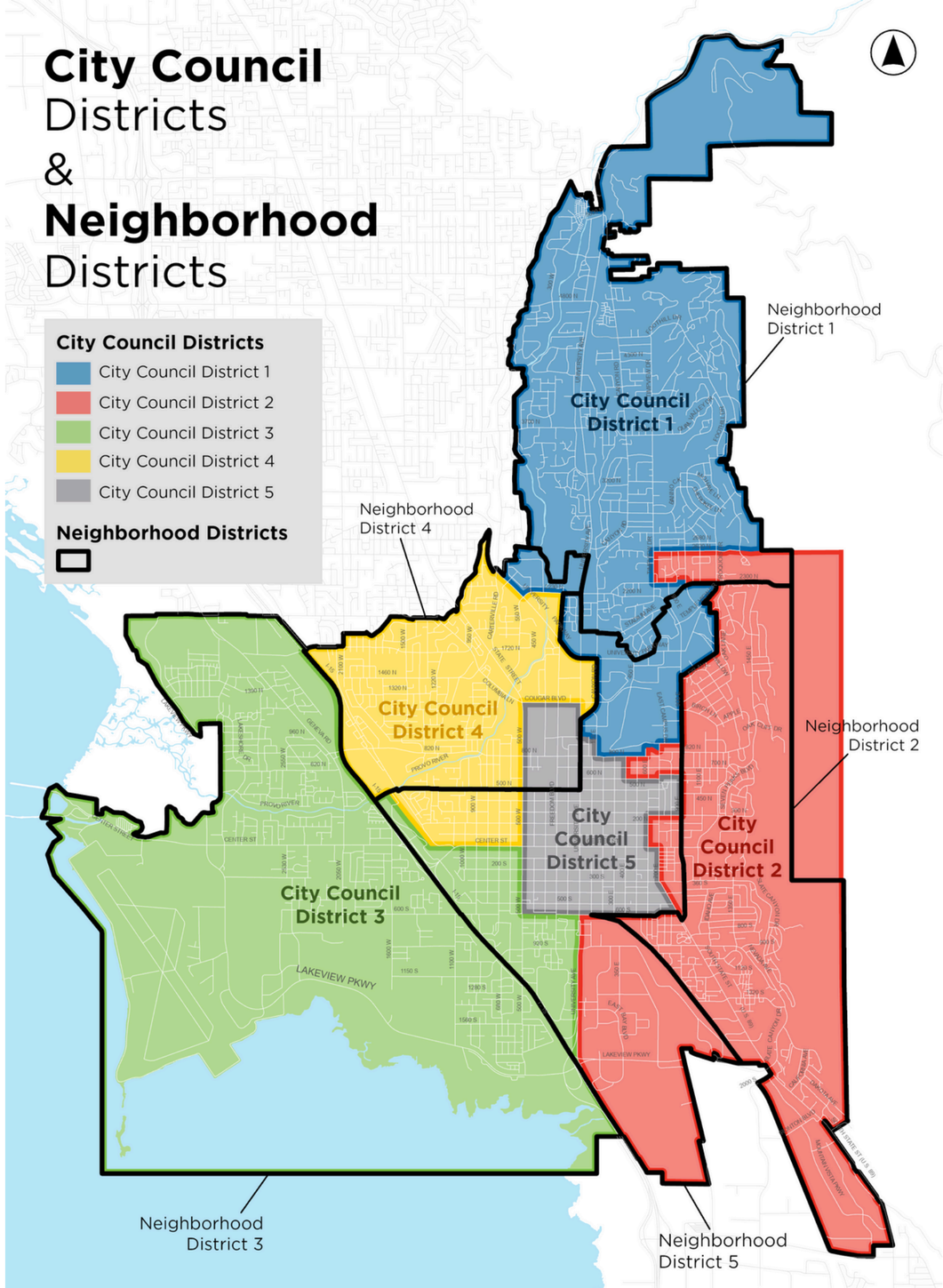
District 4 Populations:

- Grandview North 2,953
- Grandview South 3,174
- Rivergrove 2,098
- North Park 5,564
- Carterville 9,346

Split Carterville:

- Carterville 4,480
- Brickyard 4,866

Residents are in favor
District 4 Board is in favor
Needs are different
More representation
Provo River divides
6 neighborhoods in District 4



Confusion between Council Districts and Neighborhood Districts

Council Districts 1-5:

- *Precinct boundaries*
- *Equal population size*
- *Redrawn every 10 years*

Neighborhood Districts 1-5:

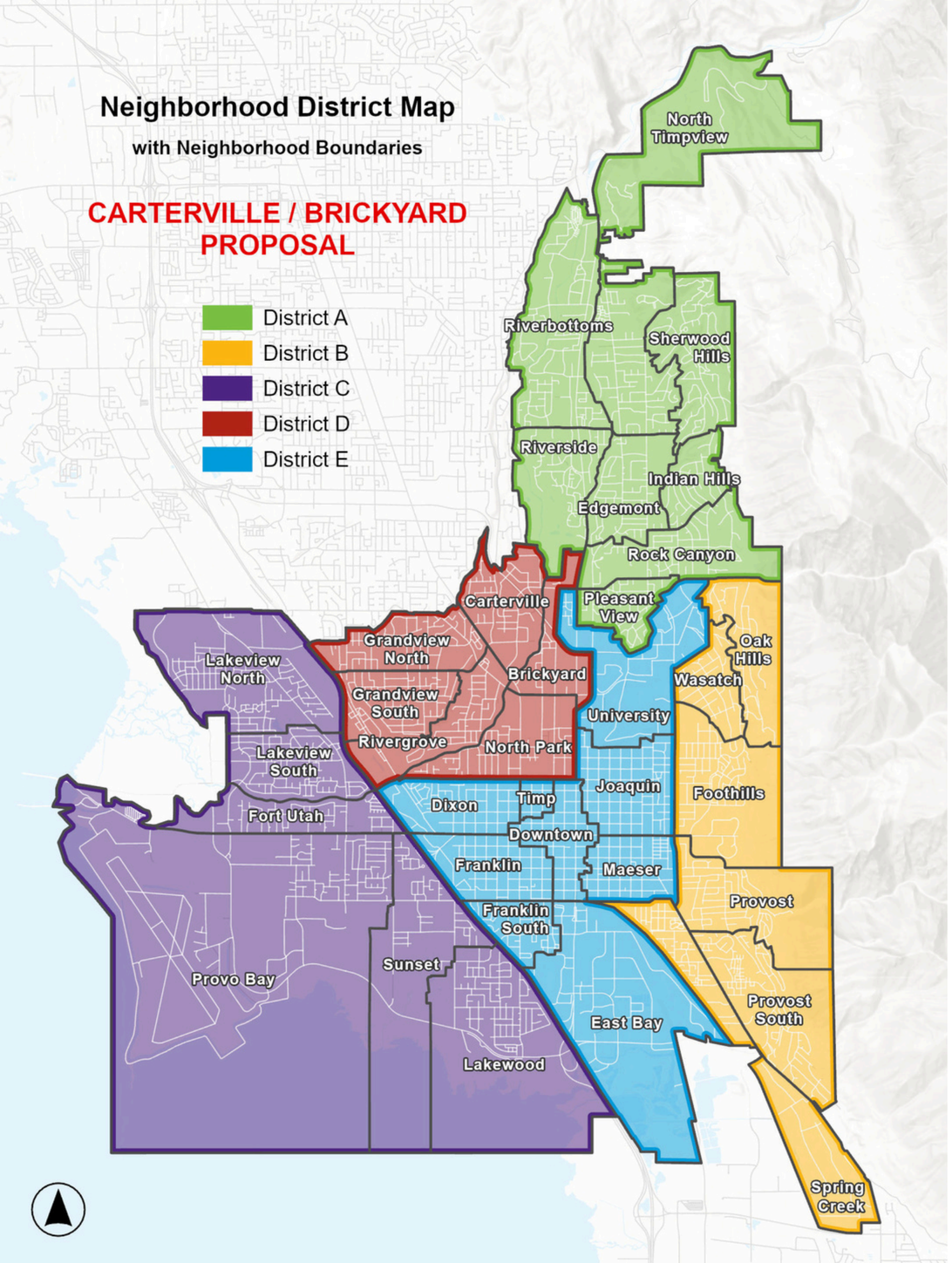
- *Neighborhood boundaries*
- *Similar concerns*
- *Historical*

City Council Motion: Name the Neighborhood Districts with letters instead of numbers:

- Neighborhood District A
- Neighborhood District B
- Neighborhood District C
- Neighborhood District D
- Neighborhood District E

Neighborhood District Executive Board Members prefer descriptive names:

- *North Neighborhood District*
- *East Neighborhood District*
- *West Neighborhood District*
- *Northwest Neighborhood District*
- *Central Neighborhood District*



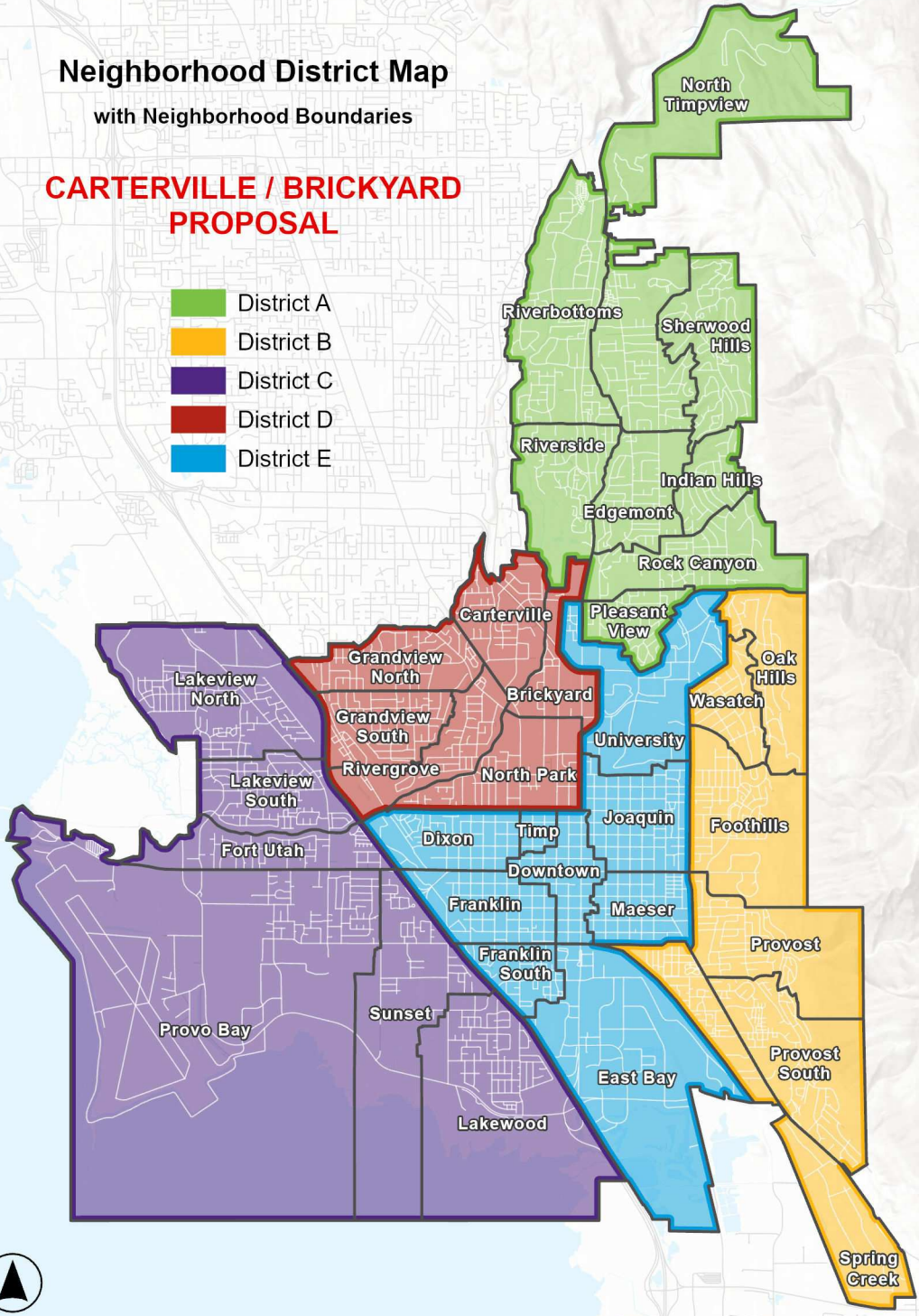
Discussion & possible motion:

Provo City Code Section 1.08.040 be amended as follows:
Split the Carterville Neighborhood along the Provo River into the Carterville Neighborhood (west of the Provo River) and the Brickyard Neighborhood (east of the Provo River) and rename the Neighborhood Districts A,B,C,D,E.

Neighborhood District Map

with Neighborhood Boundaries

CARTERVILLE / BRICKYARD PROPOSAL



PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	HALLMAN
Presenter:	Heidi Allman, City Recorder
Department:	Recorder
Requested Meeting Date:	12-16-2025
Requested Presentation Duration:	10 minutes
CityView or Issue File Number:	25-076

SUBJECT: 6 An ordinance amending Provo City Code Chapter 5.09 (Recreation, Arts, and Parks Tax) providing for the imposition, collection, and distribution of a local sales and use tax to fund recreation, arts, and parks. (25-076)

RECOMMENDATION: Approve the Ordinance to continue to collect RAP Tax for the next 10 years.

BACKGROUND: Provo City Code Section 5.09 was inacted in 2015 after the approval of the RAP Tax for 10 years. The question was again submitted to residents resulting in a vote to approve the coninuation of the tax. Section 5.09.040 needs to be corrected to reflect the correct dates for the next 10 year period.

FISCAL IMPACT: Local Sales and Use Tax collection

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
The collection of the RAP Tax supports the Parks and Recreation Master Plan.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING PROVO CITY CODE CHAPTER 5.09 (RECREATION, ARTS, AND PARKS TAX) PROVIDING FOR THE IMPOSITION, COLLECTION, AND DISTRIBUTION OF A LOCAL SALES AND USE TAX TO FUND RECREATION, ARTS, AND PARKS. (25-076)

RECITALS:

It is proposed that Provo City continue to impose a .1% local sales and use tax to fund recreation, arts, and parks (a "RAP" Tax); and

Utah Code Section 59-12-1402 authorizes a city to submit an opinion question to residents as to whether such a tax should be imposed; and

Such an opinion question was submitted to Provo City residents in the recent general election on November 4, 2025, resulting in a vote to approve the tax by a 85.68% to 14.32% margin; and

Pursuant to Utah Code Section 59-12-1402, the tax may now be imposed by a majority vote of the City's legislative body; and

On November 18, 2025, the Municipal Council held a duly noticed public record meeting to ascertain the facts regarding this matter, which facts are found in the meeting record; and

After considering the facts presented to the Municipal Council, the Council finds that (i) Provo City Code Chapter 5.09 should be enacted as set forth below in order to govern the imposition, administration, collection, and distribution of the proposed RAP tax, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code Section 5.09 is amended as shown in Exhibit A.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A

Chapter 5.09
RECREATION, ARTS, AND PARKS TAX

Sections:

5.09.010 Title.
5.09.020 Purpose.
5.09.030 Recreation, Arts, and Parks Tax.
5.09.040 Effective Date.

5.09.010 Title.

This Chapter shall be known as the "Recreation, Arts, and Parks Tax Chapter" of the Provo City Code or, alternatively, as the "RAP Tax Chapter." The local option sales and use tax imposed herein shall be known as the "recreation, arts, and parks tax" or "RAP tax" of Provo City.

5.09.020 Purpose.

The purpose of this Chapter is to establish, enact, impose, and levy a recreation, arts, and parks tax in accordance with Utah Code § 59-12-1401, et seq. (City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities).

5.09.030 Recreation, Arts, and Parks Tax.

Provo City ~~of Provo~~ establishes, enacts, imposes, levies, and authorizes a local sales and use tax of one-tenth (1/10) of one percent (1%) (the recreation, arts, and parks tax) on transactions described in Utah Code § 59-12-103(1), as amended, that are located within Provo City ~~of Provo~~, except as such transactions are exempt from sales and use taxes pursuant to Utah Code §§ 59-12-104 and 59-12-1402, as amended. RAP tax revenues earned will be used to fund City-owned recreational and cultural facilities, including, but not limited to, capital projects, programs, and ongoing operating expenses of City-owned recreational and cultural facilities as such terms are defined in state law. The RAP tax supplements, but does not replace, the sales and use tax established in Provo City Code Chapter 5.01 (Sales and Use Tax).

5.09.040 Effective Date.

The effective date of the recreation, arts, and parks tax is April 1, 20~~16~~26. Effective dates for billing periods and catalogue sales will be computed as set forth in state law. The recreation, arts, and parks tax shall be levied for a period of ten (10) years (through March 31, 2036).

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	RROBERTS
Presenter:	Richard Roberts, Senior Assistant City Attorney
Department:	Legal
Requested Meeting Date:	01-01-2018
Requested Presentation Duration:	5-10 minutes
CityView or Issue File Number:	25-111

SUBJECT: 7 An ordinance amending the authority to settle claims under Provo Code Section 3.10.050. (25-111)

RECOMMENDATION: Clarifying revisions to Provo Code Section 3.10.050. The two substantive changes recommended are (1) to permit settlement decisions to be made by the Mayor or Mayor's designee under Provo Code Section 3.10.050(4)(c); and (2) to update the current scedule of settlement value authority that went into effect on July 1, 2025, under Provo Code Section 3.10.050(4)(d). Additionally, there are recommended style revisions to also be made throughout the Section.

BACKGROUND: There have been and will likely be occassions when the Mayor has a conflict of interest in determining whether to settle claims. Although the Mayor can and should be recused for such conflicts of interest, it is recommended that Provo Code reflect this by permitting the Mayor to designate another person to review a claim and its proposed settlement. The schedule for settlement value authority was updated per code on July 1, 2025. To reflect the current schedule, it is recommended that Provo Code be updated.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: The suggested revisons are consistent with Utah law, and the existing custom and practice of Provo City.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE AUTHORITY TO SETTLE CLAIMS UNDER PROVO CODE SECTION 3.10.050. (25-111)

RECITALS:

It is proposed that Provo Code Section 3.10.050, "Authority to Settle Claims," be amended to permit settlement decisions to be made by the Mayor or Mayor's designee under subsection (4)(c); and

To reflect the current schedule of settlement value authority that went into effect on July 1, 2025, under Provo Code Section 3.10.050(4)(d); and

To make suggested style revisions throughout the Section.

On December 2, 2025, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) Provo City Code should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

PART I:

Provo City Code Section 3.10.050 is amended as shown in Exhibit A.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

3.10.050

Authority to Settle Claims.

(1) Reports of the City's investigators' ~~minutes or recommendations~~ and any writings made a part of the investigatory stage of any claim are hereby declared to be a part of the work product of the City Attorney's Office and ~~shall~~ are not ~~be~~ discoverable.

(2) All decisions on claims will be deemed decisions of the ~~o~~Office of Mayor.

(3) The ~~Legal~~ City Attorney's Office/Risk Manager will determine if the loss is covered by insurance. If so, a claim will be filed with the appropriate insurance carrier and/or the agent of the carrier. The filing of an insurance claim does not indicate an admission of guilt or responsibility on the part of the City or any employee or official thereof.

(4) The following schedule ~~shall be used in~~ determines~~ing~~ the delegation of authority for settling various classes of claims through financial reimbursement or compensation:

(a) Private property claims with a value of up to ~~seven~~ nine hundred ~~fifty~~ dollars ($~~750~~900.00) may be settled by the responsible Department/Office with notification to the City Attorney's Office. Personal injury or bodily injury claims ~~will~~may not be settled within a Department/Office.

(b) Any type of claim with a value between ~~seven~~ nine hundred ~~fifty~~ dollars and one cent ($~~750~~900.01) and ~~twelve~~fifteen thousand dollars ($1~~2~~5,000.00) may be settled by the ~~Legal~~ City Attorney's Office. If circumstances warrant, however, claims in this class may be referred to the Chief Administrative Officer for a recommendation.

(c) Any type of claim with a value over ~~twelve~~ fifteen thousand dollars ($1~~2~~5,000.00) ~~shall~~ will be reviewed by the Chief Administrative Officer and Director of Administrative Services and a recommendation for settlement ~~shall~~ will be submitted to the Mayor or the Mayor's designee for approval.

(d) On July 1, 2025, and on July 1 every five (5) years thereafter, the dollar amounts in this Section ~~shall~~ will automatically adjust for inflation by reference to the immediately preceding five (5) year actual percentage change in Consumer Price Index for All Urban Consumers, U.S. city average as published by the United States Bureau of Labor Statistics. Each resulting dollar amount after this calculation will then be rounded to the nearest one hundred dollars ($100.00).

(5) The Mayor or the Mayor's designee ~~shall~~ will submit a written semiannual report of settled claims.

(Enacted 1985-24, Rep&ReEn 1985-37, Am 2010-07, Am 2019-64, Am 2024-01)

The Provo City Code is current through Ordinance 2025-61, passed November 11, 2025.

Disclaimer: The city recorder has the official version of the Provo City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

City Website: www.provo.gov
City Telephone: (801) 852-6000

Hosted by General Code.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: KMARTINS
Presenter: Lynn Schofield, Fire Marshall
Department: Recorder
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 25 minutes
CityView or Issue File Number: 25-101

SUBJECT: 8 An ordinance amending the Provo City Code Chapter 9.51.010 (25-101)

RECOMMENDATION: Approve and adopt the ordinance

BACKGROUND: In 2025 the Utah State Legislature passed HB48 which required municipalites to adopt Wildland Urban Interface (WUI) code. This ordinance will be in compliance with this statue.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Consistent with General plan and Required by the state.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE PROVO CITY CODE CHAPTER 9.51.010 (25-101)

RECITALS:

It is proposed that the Provo City Council amend Chapter 9.51.010 of the Provo City Code as shown in Exhibit A, and adopt the 2006 Wildland Urban Interface (WUI) code as promulgated by the International Code Council with amendments as shown in Exhibit B.

On December 16, 2025, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) Provo City Code should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

PART I:

Provo City Code Section 9.51.010 is amended set forth in Exhibit A.

Provo City adopts the 2006 Wildland Urban Interface Code as set forth in Exhibit B.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A

9.51.010 International Fire Code and International Fire Code Standards Adopted by Reference.

(1) As required by Utah Code Title 15A, Chapter 5, Provo City shall adhere to the International Fire Code as promulgated by the International Fire Code Council and adopted with amendments by the Utah State Legislature (the "State Fire Code"). When a new or revised edition of the State Fire Code is adopted by the Utah State Legislature, by statute, this Section shall be interpreted to refer to such edition of the State Fire Code.

(2) As authorized by Utah Code Title 15A, Chapter 5, Provo City hereby adopts as additional fire code requirements the appendices to the ~~2012~~ current edition of the International Fire Code as adopted in Tite 15A Chapter 5 as set forth below:

(a) Appendix A, Board of Appeals.

(b) Appendix B, Fire Flow Requirements for Buildings.

(c) Appendix C, Fire Hydrant Locations and Distribution.

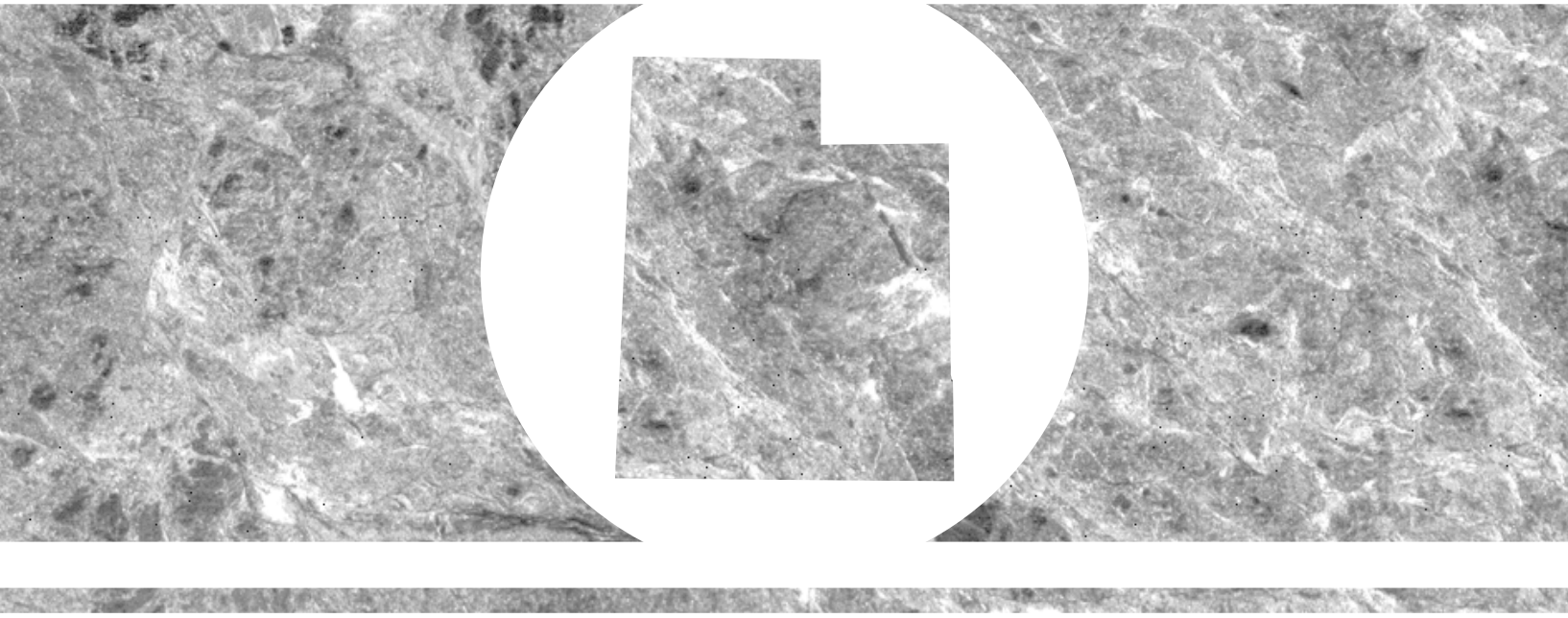
(d) Appendix D, Fire Apparatus Access Roads. However, fire apparatus access roads shall not require dimensional standards greater than those found within Section 15.03.200, Provo City Code for street width and cul-de-sacs.

(3) As required by Utah Code Title 65A Chapter 8, Provo City hereby adopts the 2006 Wildland Urban Interface (WUI) code as promulgated by the International Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, Fire, and State Lands and adopted by the State Legislature (the state WUI code).

When a new or revised edition of the State Fire Code is adopted by the Utah State Legislature, by statute, this Section shall be interpreted to refer to such edition of the State WUI Code.

~~(3)~~(4) The fire codes set forth in Subsections (1), ~~and~~ (2), and (3) of this Section shall constitute and shall be known as the Provo City Fire Code.

2006 Utah Wildland-Urban Interface Code



ICC
INTERNATIONAL CODE COUNCIL®

2006 Utah Wildland-Urban Interface Code

First Printing: July 2006
Second Printing: October 2006
Third Printing: March 2007
Fourth Printing: February 2008
Fifth Printing: June 2008

COPYRIGHT © 2006
by
INTERNATIONAL CODE COUNCIL, INC.

ALL RIGHTS RESERVED. This 2006 *Utah Wildland-Urban Interface Code* contains substantial copyrighted material from the 2003 *International Wildland-Urban Interface Code*, which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478-5771. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: "International Code Council," the "International Code Council" logo and the "International Residential Code" are trademarks of the International Code Council, Inc.

PRINTED IN THE U.S.A.

PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date code addressing the mitigation of fire in the urban-wildland interface. The *International Wildland-Urban Interface Code*™, in this 2003 edition, is designed to bridge the gap between enforcement of the *International Building Code*® and *International Fire Code*® by mitigating the hazard of wildfires through model code regulations, which safeguard the public health and safety in all communities, large and small.

This comprehensive urban-wildland interface code establishes minimum regulations for land use and the built environment in designated urban-wildland interface areas using prescriptive and performance-related provisions. It is founded on data collected from tests and fire incidents, technical reports and mitigation strategies from around the world. This 2003 edition is fully compatible with all the *International Codes*™ ("I-Codes" ™) published by the International Code Council® (ICC®), including the *International Building Code*®, *ICC Electrical Code*™, *International Energy Conservation Code*®, *International Existing Builiding Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *ICC Performance Code*™, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Property Maintenance Code*®, *International Residential Code*® and *International Zoning Code*®.

The *International Wildland-Urban Interface Code* provisions provide many benefits, including the model code development process, which offers an international forum for fire safety professionals to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

This is the first edition of the *International Wildland-Urban Interface Code* (2003) and is the culmination of an effort initiated in 2001 by the ICC and the three statutory members of the International Code Council: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The intent was to draft a comprehensive set of regulations for mitigating the hazard to life and property from the intrusion of fire from wildland exposures and fire from adjacent structures, and preventing structure fires from spreading to wildland fuels. Technical content of the 2000 *Wildland- Urban Interface Code*, published by the International Fire Code Institute, was utilized as the basis for the development, followed by the publication of the 2001 Final Draft. This 2003 edition is based on the Final Draft, with changes approved in the 2002 ICC Code Development Process. A new edition such as this is promulgated every three years.

With the development and publication of the family of *International Codes* in 2000, the continued development and maintenance of the model codes individually promulgated by BOCA ("BOCA National Codes"), ICBO ("Uniform Codes") and SBCCI ("Standard Codes") was discontinued. The 2003 *International Codes,* as well as their predecessors—the 2000 *International Codes*—are intended to be the successor set of codes to those codes previously developed by BOCA, ICBO and SBCCI.

The development of a single family of comprehensive and coordinated *International Codes* was a significant milestone in the development of regulations for the built environment. The timing of this publication mirrors a milestone in the change in structure of the model codes, namely, the pending consolidation of BOCA, ICBO and SBCCI into the ICC. The activities and services previously provided by the individual model code organizations will be the responsibility of the consolidated ICC.

This code is founded on principles intended to mitigate the hazard from fires through the development of provisions that adequately protect public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Wildland-Urban Interface Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings establishing the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page *v* addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Wildland-Urban Interface Code* is kept up-to-date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Code and Standard Development Department of the International Code Council.

Although the development procedure of the *International Wildland-Urban Interface Code* assures the highest degree of care, ICC and the founding members of ICC—BOCA, ICBO and SBCCI—their members and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions, because ICC and its founding members do not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Authority

The Division is required to establish minimum standards for a wildland fire ordinance and specify minimum standards for wildland fire training, certification and wildland fire suppression equipment in accordance with subsections 65A-8-6(3)(a) and 65A-8-6(3)(b). This requirement is promulgated under general rule-making authority of subsection 65A-1-4(2).

ORDINANCE

The *International Codes* are designed and promulgated to be adopted by reference by ordinance. Jurisdictions wishing to adopt the 2003 *International Wildland-Urban Interface Code* as an enforceable regulation for the mitigation of fire in the urban-wildland interface should ensure that certain factual information is included in the adopting ordinance at the time adoption is being considered by the appropriate governmental body. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Minimum Standards for Wildland Fire Ordinance

The division uses the *International Wildland-Urban Interface Code* as a basis for establishing the minimum standards discussed in this document. A county ordinance that at least meets the minimum standards should be in place by September 2006.

The Division incorporates by reference the 2003 *International Code Council Wildland-Urban Interface Code* as the minimum standard for wildland fire ordinance in conjunction with Utah requirements.

SAMPLE ORDINANCE FOR ADOPTION OF THE *INTERNATIONAL WILDLAND-URBAN INTERFACE CODE*

ORDINANCE NO._____

An ordinance of the **[JURISDICTION]** adopting the 2003 edition of the *International Wildland-Urban Interface Code* as currently amended by the division of Forestry, Fire and State Lands, regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels in the **[JURISDICTION]**; providing for the issuance of permits and collection of fees therefor; repealing Ordinance No. _____ of the **[JURISDICTION]** and all other ordinances and parts of the ordinances in conflict therewith.

The **[GOVERNING BODY]** of the **[JURISDICTION]** does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the **[TITLE OF JURISDICTION'S KEEPER OF RECORDS]** of **[NAME OF JURISDICTION]**, being marked and designated as the *International Wildland-Urban Interface Code*, 2003 edition, including Appendix Chapters **[FILL IN THE APPENDIX CHAPTERS BEING ADOPTED]**, as published by the International Code Council, be and is hereby adopted as the Urban-Wildland Interface Code of the **[JURISDICTION]**, in the State of **[STATE NAME]** for regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Urban-Wildland Interface Code on file in the office of the **[JURISDICTION]** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: **[NAME OF JURISDICTION]**

Section 3. That Ordinance No. _____ of **[JURISDICTION]** entitled **[FILL IN HERE THE COMPLETE TITLE OF THE ORDINANCE OR ORDINANCES IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION]** and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The **[GOVERNING BODY]** hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the *Wildland-Urban Interface Code* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. That the **[JURISDICTION'S KEEPER OF RECORDS]** is hereby ordered and directed to cause this ordinance to be published. (An additional provision may be required to direct the number of times the ordinance is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect **[TIME PERIOD]** from and after the date of its final passage and adoption.

Section 8. Specific boundaries of natural or man-made features of wildland-urban interface areas shall be as shown on the wildland area interface map. The legal description of such areas is as described as follows: **[INSERT LEGAL DESCRIPTION]**

TABLE OF CONTENTS

CHAPTER 1 ADMINISTRATION 1

Section

101 General 1
102 Authority of the Code Official 1
103 Compliance Alternatives 2
104 Appeals 2
105 Permits 2
106 Plans and Specifications 3
107 Inspection and Enforcement 4
108 Certificate of Completion 5

CHAPTER 2 DEFINITIONS 7

Section

201 General 7
202 Definitions 7

CHAPTER 3 WILDLAND-URBAN INTERFACE AREAS 9

Section

301 Wildland-Urban Interface Area Designations 9

CHAPTER 4 WILDLAND-URBAN INTERFACE AREA REQUIREMENTS 11

Section

401 General 11
402 Applicability 11
403 Access 11
404 Water Supply 12
405 Fire Protection Plan 13

CHAPTER 5 SPECIAL BUILDING CONSTRUCTION REGULATIONS 15

Section

501 General 15
502 Fire Hazard Severity 15
503 Ignition-resistant Construction 15
504 Class 1 Ignition-resistant Construction 15
505 Class 2 Ignition-resistant Construction 16
506 Class 3 Ignition-resistant Construction 17
507 Replacement or Repair of Roof Coverings 18

CHAPTER 6 FIRE-PROTECTION REQUIREMENTS 19

Section

601 General 19
603 Defensible Space 19
604 Maintenance of Defensible Space 20
605 Spark Arresters 20
606 Liquefied Petroleum Gas Installations 20
607 Storage of Firewood and Combustible Materials 20

APPENDIX A GENERAL REQUIREMENTS 21

Section

A101 General 21
A102 Vegetation Control 21
A103 Access Restrictions 22
A104 Ignition Source Control 22
A105 Control of Storage 23
A106 Dumping 23
A107 Protection of Pumps and Water Storage Facilities 23
A108 Land Use Limitations 24

APPENDIX B VEGETATION MANAGEMENT PLAN 25

APPENDIX C FIRE HAZARD SEVERITY FORM 27

INDEX 29

CHAPTER 1

ADMINISTRATION

SECTION 101
GENERAL

101.1 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises within the urban-wildland interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2 Objective. The objective of this code is to establish minimum regulations consistent with nationally recognized good practice for the safeguarding of life and property. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

The development and use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire-protection facilities to control the spread of fire in wildland-urban interface areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the wildland-urban interface areas.

101.3 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code, to conditions which, in the opinion of the code official, constitute a distinct hazard to life or property.

101.4 Additions or alterations. Additions or alterations may be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive. See Section 601.1 and Appendix A.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.5 Maintenance. All buildings, structures, landscape materials, vegetation, defensible space or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102
AUTHORITY OF THE CODE OFFICIAL

102.1 Powers and duties of the code official. The code official is hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the jurisdiction pertaining to designated wildland-urban interface areas. For such purposes, the code official shall have the powers of a law enforcement officer.

102.2 Interpretations, rules and regulations. The code official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance to the intent and purpose of this code.

A copy of such rules and regulations shall be filed with the clerk of the jurisdiction and shall be in effect immediately thereafter. Additional copies shall be available for distribution to the public.

102.3 Liability of the code official. The code official charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the code official or employee because of such act or omission performed by the code official or employee in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction. The code enforcement agency or its parent jurisdiction shall not be held as assuming any liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

102.4 Other agencies. When requested to do so by the code official, other officials of this jurisdiction shall assist and coop-

erate with the code official in the discharge of the duties required by this code.

SECTION 103
COMPLIANCE ALTERNATIVES

103.1 Practical difficulties. When there are practical difficulties involved in carrying out the provisions of this code, the code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special individual reason makes enforcement of the strict letter of this code impractical, the modification is in conformance to the intent and purpose of this code, and the modification does not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered into the files of the code enforcement agency.

If the code official determines that difficult terrain, danger of erosion or other unusual circumstances make strict compliance with the vegetation control provisions of the code detrimental to safety or impractical, enforcement thereof may be suspended, provided that reasonable alternative measures are taken.

103.2 Technical assistance. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to the inspection of the code official, the code official is authorized to require the owner or the person in possession or control of the building or premises to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the code official and the owner and shall analyze the fire safety of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management for purposes of establishing fire hazard severity to recommend necessary changes.

103.3 Alternative materials or methods. The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the *International Building Code*.

The code official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

SECTION 104
APPEALS

104.1 General. To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a board of appeals consisting of five members who are qualified by experience and training to pass judgment on pertinent matters. The code official, building official and fire chief shall be ex officio members, and the code official shall act as secretary of the board. The board of appeals shall be appointed by the legislative body and shall hold office at their discretion. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render decisions and findings in writing to the code official, with a duplicate copy to the applicant.

104.2 Limitations of authority. The board of appeals shall not have authority relative to interpretation of the administrative provisions of this code and shall not have authority to waive requirements of this code.

SECTION 105
PERMITS

105.1 General. When not otherwise provided in the requirements of the building or fire code, permits are required in accordance with Section 105.

105.2 Permits required. Unless otherwise exempted, no building or structure regulated by this code shall be erected, constructed, altered, repaired, moved, removed, converted or demolished unless a separate permit for each building or structure has first been obtained from the code official.

When required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within an wildland-urban interface area:

1. Automobile wrecking yard;
2. Candles and open flames in assembly areas;
3. Explosives or blasting agents;
4. Fireworks;
5. Flammable or combustible liquids;
6. Hazardous materials;
7. Liquefied petroleum gases;
8. Lumberyards;
9. Motor vehicle fuel-dispensing stations;
10. Open burning;
11. Pyrotechnical special effects material;
12. Tents, canopies and temporary membrane structures;
13. Tire storage;
14. Welding and cutting operations; or
15. Other activities as determined by the code official.

105.3 Work exempt from permit. Unless otherwise provided in the requirements of the building or fire code, a permit shall not be required for the following:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m^2) and

the structure is located more than 50 feet (15 240 mm) from the nearest adjacent structure.

2. Fences not over 6 feet (1829 mm) high.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

The code official is authorized to stipulate conditions for permits. Permits shall not be issued when public safety would be at risk, as determined by the code official.

105.4 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Section 106 of this code.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as may be required by the code official.

105.5 Permit approval. Before a permit is issued, the code official, or an authorized representative, shall review and approve all permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from all agencies or departments concerned.

105.6 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the code official. If the code official finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the code official is allowed to issue a permit to the applicant.

When the code official issues the permit, the code official shall endorse in writing or stamp the plans and specifications APPROVED. Such approved plans and specifications shall not be changed, modified or altered without authorization from the code official, and all work regulated by this code shall be done in accordance with the approved plans.

105.7 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

105.8 Expiration. Every permit issued by the code official under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The code official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.9 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the code official or other authorized representative.

105.10 Revocation of permits. Permits issued under this code may be suspended or revoked when it is determined by the code official that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. When the permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The code official is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 106
PLANS AND SPECIFICATIONS

106.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in at least two sets with each application for a permit. When such plans are not prepared by an architect or engineer, the code official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a li-

censed architect or engineer. The code official may require plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state to practice as such even if not required by state law.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

106.2 Information on plans and specifications. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

106.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.

106.4 Vegetation management plans. When utilized by the permit applicant pursuant to Section 502, vegetation management plans shall be prepared and shall be submitted to the code official for review and approval as part of the plans required for a permit. See Appendix B.

106.5 Fire protection plan. When required by the code official pursuant to Section 405, a fire protection plan shall be prepared and shall be submitted to the code official for review and approved as a part of the plans required for a permit.

106.6 Other data and substantiation. When required by the code official, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

106.7 Vicinity plan. In addition to the requirements for site plans, plans shall include details regarding the vicinity within 300 feet (91 440 mm) of property lines, including other structures, slope, vegetation, fuel breaks, water supply systems and access roads.

106.8 Retention of plans. One set of approved plans, specifications and computations shall be retained by the code official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building, use or work at all times during which the work authorized thereby is in progress.

SECTION 107
INSPECTION AND ENFORCEMENT

107.1 Inspection.

107.1.1 General. All construction or work for which a permit is required by this code shall be subject to inspection by the code official and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the code official.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

A survey of the lot may be required by the code official to verify that the mitigation features are provided and the building or structure is located in accordance with the approved plans.

107.1.2 Authority to inspect. The code official shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the code official for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

107.1.3 Reinspections. To determine compliance with this code, the code official may cause a structure to be reinspected. A fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the code official.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. When reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

107.2 Enforcement.

107.2.1 Authorization to issue corrective orders and notices. When the code official finds any building or premises that are in violation of this code, the code official is authorized to issue corrective orders and notices.

107.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if no such person is found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

107.3 Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in any building or on any premises any condition that makes such building or premises unsafe, the code official is authorized to enter such building or premises at all reasonable times to inspect the same or to perform any duty authorized by this code, provided that if such building or premises is occupied, the code official shall first present proper credentials and request entry; and if such building or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

If such entry is refused, the code official shall have recourse to every remedy provided by law to secure entry. Owners, occupants or any other persons having charge, care or control of any building or premises, shall, after proper request is made as herein provided, promptly permit entry therein by the code official for the purpose of inspection and examination pursuant to this code.

107.4 Compliance with orders and notices.

107.4.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, such corrective orders or notices shall be complied with by the owner.

107.4.2 Compliance with tags. A building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section 107.4.1.

107.4.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the code official shall not be mutilated, destroyed or removed without authorization by the code official.

107.4.4 Citations. Persons operating or maintaining an occupancy, premises or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the code official shall be guilty of a misdemeanor.

107.4.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

SECTION 108
CERTIFICATE OF COMPLETION

No building, structure or premises shall be used or occupied, and no change in the existing occupancy classification of a building, structure, premise or portion thereof shall be made until the code official has issued a certificate of completion therefor as provided herein. The certificate of occupancy shall not be issued until the certificate of completion indicating that the project is in compliance with this code has been issued by the code official.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other pertinent laws and ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other laws or ordinances of the jurisdiction shall not be valid.

CHAPTER 2

DEFINITIONS

SECTION 201
GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other *International Codes*, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202
DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

APPROVED. Approval by the code official as the result of review, investigation or tests conducted by the code official or by reason of accepted principles or tests by national authorities, or technical or scientific organizations.

BRUSH, SHORT. Low-growing species that reach heights of 1 to 3 feet. Sagebrush, snowberry and rabbitbrush are some varieties.

BRUSH, TALL. Arbor-like varieties of brush species and/or short varieties of broad-leaf trees that grow in compact groups or clumps. These groups or clumps reach heights of 4 to 20 feet. In Utah, this includes primary varieties of oak, maples, chokecherry, serviceberry and mahogany, but may also include other species.

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the *International Building Code,* or the building official's duly authorized representative.

CERTIFICATE OF COMPLETION. Written documentation that the project or work for which a permit was issued has been completed in conformance with requirements of this code.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the code official's authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

DRIVEWAY. A vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or more than five dwelling units.

FIRE AREA. The floor area, in square feet (square meters), used to determine the adequate water supply.

FIRE CHIEF. The chief officer or the chief officer's authorized representative of the fire department serving the jurisdiction.

FIRE PROTECTION PLAN. A document prepared for a specific project or development proposed for the wildland-urban interface area. It describes ways to minimize and mitigate the fire problems created by the project or development, with the purpose of reducing impact on the community's fire protection delivery system.

FIRE WEATHER. Weather conditions favorable to the ignition and rapid spread of fire. In wildfires, this generally includes high temperatures combined with strong winds and low humidity.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the wildland-urban interface area.

FLAME SPREAD RATING. As used herein refers to rating obtained according to tests conducted as specified by a nationally recognized standard.

FUEL BREAK. An area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.

FUEL, HEAVY. Vegetation consisting of round wood 3 inches (76 mm) or larger in diameter. The amount of fuel (vegetation) would be 6 tons per acre or greater.

FUEL, LIGHT. Vegetation consisting of herbaceous and round wood less than $^1/_4$ inch (6.4 mm) in diameter. The amount of fuel (vegetation) would be $^1/_2$ ton to 2 tons per acre.

FUEL, MEDIUM. Vegetation consisting of round wood $^1/_4$ to 3 inches (6.4mm to 76 mm) in diameter. The amount of fuel (vegetation) would be 2 to 6 tons per acre.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

FUEL MOSAIC. A fuel modification system that provides for the creation of islands and irregular boundaries to reduce the visual and ecological impact of fuel modification.

FUEL-LOADING. The oven-dry weight of fuels in a given area, usually expressed in pounds per acre (lb/a) (kg/ha). Fuel loading may be referenced to fuel size or timelag categories, and may include surface fuels or total fuels.

GREENBELT. A fuel break designated for a use other than fire protection.

HAZARDOUS MATERIALS. As defined in the *International Fire Code*.

HEAVY TIMBER CONSTRUCTION. As described in the *International Building Code*.

INSURANCE SERVICES OFFICE (ISO). An agency that recommends fire insurance rates based on a grading schedule that incorporates evaluation of fire fighting resources and capabilities.

LEGISLATIVE BODY. The governing body of the political jurisdiction administering this code.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is at least 6 inches (152 mm).

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire. Any material conforming to ASTM E 136 shall be considered noncombustible within the meaning of this section.
2. Material having a structural base of noncombustible material as defined in Item 1 above, with a surfacing material not over $^{1}/_{8}$ inch (3.2 mm) thick, which has a flame-spread rating of 50 or less. Flame-spread rating as used herein refers to rating obtained according to tests conducted as specified in ASTM E 84.

"Noncombustible" does not apply to surface finish materials. Material required to be noncombustible for reduced clearances to flues, heating appliances or other sources of high temperature shall refer to material conforming to Item 1. No material shall be classed as noncombustible that is subject to increase in combustibility or flame-spread rating, beyond the limits herein established, through the effects of age, moisture or other atmospheric condition.

NONCOMBUSTIBLE ROOF COVERING. One of the following:

1. Cement shingles or sheets.
2. Exposed concrete slab roof.
3. Ferrous or copper shingles or sheets.
4. Slate shingles.
5. Clay or concrete roofing tile.
6. Approved roof covering of noncombustible material.

SLOPE. The variation of terrain from the horizontal; the number of feet (meters) rise or fall per 100 feet (30 480 mm) measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

UNENCLOSED ACCESSORY STRUCTURE. An accessory structure without a complete exterior wall system enclosing the area under roof or floor above.

WILDFIRE. An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

WILDLAND. An area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities.

WILDLAND URBAN INTERFACE. The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

CHAPTER 3

WILDLAND-URBAN INTERFACE AREAS

SECTION 301
WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

301.1 Declaration. The legislative body shall declare the wildland-urban interface areas within the jurisdiction. The urban-wildland interface areas shall be based on the maps created in accordance with Section 301.

301.2 Mapping. In cooperation, the code official and the Division of Forestry, Fire and State Lands (FFSL) wildfire representative (per participating agreement between county and FFSL) will create or review Wildland-Urban Interface Area maps, to be recorded and filed with the clerk of the jurisdiction. These areas shall become effective immediately thereafter.

301.3 Review of wildland-urban interface areas. The code official and the FFSL wildfire representative shall reevaluate and recommend modification to the wildland-urban interface areas in accordance with Section 301.1 on a three-year basis or more frequently as deemed necessary by the legislative body.

CHAPTER 4

WILDLAND-URBAN INTERFACE AREA REQUIREMENTS

SECTION 401
GENERAL

401.1 Scope. Wildland-urban interface areas shall be provided with emergency vehicle access and water supply in accordance with this chapter.

401.2 Objective. The objective of this chapter is to establish the minimum requirements for emergency vehicle access and water supply for buildings and structures located in the wildland-urban interface areas.

401.3 General safety precautions. General safety precautions shall be in accordance with this chapter. See also Appendix A.

SECTION 402
APPLICABILITY

402.1 Subdivisions.

402.1.1 Access. New subdivisions, as determined by this jurisdiction, shall be provided with fire apparatus access roads in accordance with the *International Fire Code* and access requirements in accordance with Section 403.

402.1.2 Water supply. New subdivisions as determined by this jurisdiction shall be provided with water supply in accordance with Section 404.

402.2 Individual structures.

402.2.1 Access. Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with fire apparatus access in accordance with the *International Fire Code* and driveways in accordance with Section 403.2. Marking of fire protection equipment shall be provided in accordance with Section 403.5 and address markers shall be provided in accordance with Section 403.6.

402.2.2 Water supply. Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m^2).

SECTION 403
ACCESS

403.1 Restricted access. Where emergency vehicle access is restricted because of secured access roads or driveways or where immediate access is necessary for life-saving or fire-fighting purposes, the code official is authorized to require a key box to be installed in an accessible location. The key box shall be of a type approved by the code official and shall contain keys to gain necessary access as required by the code official.

403.2 Driveways. Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than 150 feet (45 720 mm) from a fire apparatus access road. Driveways shall provide a minimum unobstructed width of 12 feet (3658 mm) and a minimum unobstructed height of 13 feet 6 inches (4115 mm). Driveways in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60 960 mm) in length and less than 20 feet (6096 mm) in width shall be provided with turnouts in addition to turnarounds.

A driveway shall not serve in excess of five dwelling units.

Driveway turnarounds shall have inside turning radii of not less than 30 feet (9144 mm) and outside turning radii of not less than 45 feet (13 716 mm). Driveways that connect with a road or roads at more than one point may be considered as having a turnaround if all changes of direction meet the radii requirements for driveway turnarounds.

Driveway turnouts shall be an all-weather road surface at least 10 feet (3048 mm) wide and 30 feet (9144 mm) long. Driveway turnouts shall be located as required by the code official.

Vehicle load limits shall be posted at both entrances to bridges on driveways and private roads. Design loads for bridges shall be established by the code official.

403.3 Fire apparatus access road. When required, fire apparatus access roads shall be all-weather roads with a minimum width of 20 feet (6096 mm) and a clear height of 13 feet 6 inches (4115 mm); shall be designed to accommodate the loads and turning radii for fire apparatus; and have a gradient negotiable by the specific fire apparatus normally used at that location within the jurisdiction. Dead-end roads in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds as approved by the code official. An all-weather road surface shall be any surface material acceptable to the code official that would normally allow the passage of emergency service vehicles to protect structures and wildlands within the jurisdiction.

403.4 Marking of roads. Approved signs or other approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof or both.

All road identification signs and supports shall be of noncombustible materials. Signs shall have minimum 4-inch-high (102 mm) reflective letters with $^1/_2$ inch (12.7 mm) stroke on a contrasting 6-inch-high (152 mm) sign. Road identification signage shall be mounted at a height of 7 feet (2134 mm) from the road surface to the bottom of the sign.

403.5 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner approved by the code official to prevent obstruction.

403.6 Address markers. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.

Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be posted at locations where driveways divide.

Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

403.7 Grade. The gradient for fire apparatus access roads and driveways shall not exceed the maximum approved by the code official. It will be up to the code official to ascertain the standard based on local fire equipment grade not to exceed 12 percent.

SECTION 404
WATER SUPPLY

404.1 General. When provided in order to qualify as a conforming water supply for the purpose of Table 503.1, an approved water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the wildland-urban interface area of the jurisdiction in accordance with this section.

404.2 Water sources. The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be approved by the code official. The distance shall be measured along an unobstructed line of travel.

Water sources shall comply with the following:

1. Man-made water sources shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. This water source shall be equipped with an approved hydrant. The water level of the water source shall be maintained by rainfall, water pumped from a well, water hauled by a tanker, or by seasonal high water of a stream or river. The design, construction, location, water level maintenance, access, and access maintenance of man-made water sources shall be approved by the code official.
2. Natural water sources shall have a minimum annual water level or flow sufficient to meet the adequate water supply needs in accordance with Section 404.5. This water level or flow shall not be rendered unusable because of freezing. This water source shall have an approved draft site with an approved hydrant. Adequate water flow and rights for access to the water source shall be ensured in a form acceptable to the code official.

404.3 Draft sites. Approved draft sites shall be provided at all natural water sources intended for use as fire protection for compliance with this code. The design, construction, location, access and access maintenance of draft sites shall be approved by the code official.

The pumper access point shall be either an emergency vehicle access area alongside a conforming access road or an approved driveway no longer than 150 feet (45 720 mm). Pumper access points and access driveways shall be designed and constructed in accordance with all codes and ordinances enforced by this jurisdiction. Pumper access points shall not require the pumper apparatus to obstruct a road or driveway.

404.4 Hydrants. All hydrants shall be designed and constructed in accordance with nationally recognized standards. The location and access shall be approved by the code official.

404.5 Adequate water supply. Adequate water supply shall be determined for purposes of initial attack and flame front control by the local jurisdiction. NFPA 1142 may be used as a reference.

404.6 Fire department. The water system required by this code can only be considered conforming for purposes of determining the level of ignition-resistant construction (see Table 503.1).

404.7 Obstructions. Access to all water sources required by this code shall be unobstructed at all times. The code official shall not be deterred or hindered from gaining immediate access to water source equipment, fire protection equipment or hydrants.

404.8 Identification. Water sources, draft sites, hydrants and fire protection equipment shall be clearly identified in a manner approved by the code official to identify location and to prevent obstruction by parking and other obstructions.

404.9 Testing and maintenance. Water sources, draft sites, hydrants and other fire protection equipment required by this code shall be subject to periodic tests as required by the code official. Code official shall establish a periodic testing schedule. Costs are to be covered by the water provider. All such equipment installed under the provisions of this code shall be maintained in an operative condition at all times and shall be repaired or replaced where defective. Additions, repairs, alterations and servicing of such fire protection equipment and resources shall be in accordance with approved standards. Mains and appurtenances shall be installed in accordance with NFPA 24. Water tanks for private fire protection shall be installed in accordance with NFPA 22. The costs are to be covered by the water provider.

404.10 Reliability.

404.10.1 Objective. The objective of this section is to increase the reliability of water supplies by reducing the exposure of vegetative fuels to electrically powered systems.

404.10.2 Clearance of fuel. Defensible space shall be provided around water tank structures, water supply pumps and pump houses in accordance with Section 603.

404.10.3 Standby power. Stationary water supply facilities within the wildland-urban interface area dependent on electrical power supplied by power grid to meet adequate water supply demands shall provide functional standby power systems in accordance with the ICC *Electrical Code* to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for a minimum of two hours.

Exceptions: When approved by the code official, a standby power supply is not required where the primary power service to the stationary water supply facility is underground or there is an on-site generator.

SECTION 405
FIRE PROTECTION PLAN

405.1 Purpose. The plan is to provide a basis to determine overall compliance with this code, for determination of Ignition Resistant Construction (IRC) (see Table 503.1) and for determining the need for alternative materials and methods.

405.2 General. When required by the code official, a fire protection plan shall be prepared and approved prior to the first building permit issuance or subdivision approval.

405.3 Content. The plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

405.4 Cost. The cost of fire protection plan preparation and review shall be the responsibility of the applicant.

405.5 Plan retention. The fire protection plan shall be retained by the code official.

CHAPTER 5

SPECIAL BUILDING CONSTRUCTION REGULATIONS

SECTION 501
GENERAL

501.1 Scope. Buildings and structures shall be constructed in accordance with the *International Building Code* and this code.

Exceptions:

1. Accessory structures not exceeding 120 square feet (11 m^2) in floor area when located at least 50 feet (15 240 mm) from buildings containing habitable spaces.
2. Agricultural buildings at least 50 feet (15 240 mm) from buildings containing habitable spaces.

501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels. The minimum standards set forth in this chapter vary with the critical fire weather, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code*, from the various levels of hazards.

SECTION 502
FIRE HAZARD SEVERITY

The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into wildland-urban interface areas shall be established in accordance with Appendix C.

The fire hazard severity is allowed to be reduced by implementing a vegetation management plan in accordance with Appendix B.

SECTION 503
IGNITION-RESISTANT CONSTRUCTION

503.1 General. Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with Table 503.1. Class 1, Class 2 or Class 3 ignition-resistant construction shall be in accordance with Sections 504, 505 and 506, respectively.

SECTION 504
CLASS 1 IGNITION-RESISTANT CONSTRUCTION

504.1 General. Class 1 ignition-resistant construction shall be in accordance with Section 504.

504.2 Roof covering. Roofs shall have a Class A roof covering or a Class A roof assembly. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

TABLE 503.1
IGNITION-RESISTANT CONSTRUCTION[a]

DEFENSIBLE SPACE[c]	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water Supply[b]		Water Supply[b]		Water Supply[b]	
	Conforming[d]	Nonconforming[e]	Conforming[d]	Nonconforming[e]	Conforming[d]	Nonconforming[e]
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

a. Access shall be in accordance with Section 402.

b. Subdivisions shall have a conforming water supply in accordance with Section 402.1.

IR 1 = Ignition-resistant construction in accordance with Section 504.

IR 2 = Ignition-resistant construction in accordance with Section 505.

IR 3 = Ignition-resistant construction in accordance with Section 506.

N.C. = Exterior walls shall have a fire-resistance rating of not less than 1-hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.

c. Conformance based on Section 603.

d. Conformance based on Section 404.

e. A nonconforming water supply is any water system or source that does not comply with Section 404, including situations where there is no water supply for structure protection or fire suppression.

504.3 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum of 1-hour fire-resistance-rated construction. Fascias are required and must be protected on the backside by materials approved for a minimum of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.

504.4 Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

504.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

Exception: Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

504.6 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls in accordance with Section 504.5.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

504.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5.

504.8 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.

504.9 Exterior doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than $1^3/_4$ inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 504.8.

Exception: Vehicle access doors.

504.10 Vents. Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m^2) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed $^1/_4$ inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

504.11 Detached accessory structures. Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction or constructed with approved noncombustible materials on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5 or underfloor protection in accordance with Section 504.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 504.2 for roof requirements.

SECTION 505
CLASS 2 IGNITION-RESISTANT CONSTRUCTION

505.1 General. Class 2 ignition-resistant construction shall be in accordance with Section 505.

505.2 Roof covering. Roofs shall have at least a Class A roof covering, Class B roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

505.3 Protection of eaves. Combustible eaves, fascias and soffits shall be enclosed with solid materials with a minimum thickness of $^3/_4$ inch (19 mm). No exposed rafter tails shall be permitted unless constructed of heavy timber materials.

505.4 Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

505.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

Exception: Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

505.6 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground, with exterior walls in accordance with Section 505.5.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

505.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-re-

sistance-rated construction, heavy timber construction or constructed with approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5.

505.8 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire-protection rating of not less than 20 minutes.

505.9 Exterior doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than $1^3/_4$-inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 505.8.

Exception: Vehicle access doors.

505.10 Vents. Attic ventilation openings, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m^2) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed $^1/_4$ inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

505.11 Detached accessory structures. Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction, or constructed with approved noncombustible material on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5 or underfloor protection in accordance with Section 505.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 505.2 for roof requirements.

SECTION 506
CLASS 3 IGNITION-RESISTANT CONSTRUCTION

506.1 General. Class 3 ignition-resistant construction shall be in accordance with Section 506.

506.2 Roof covering. Roofs shall have at least a Class A roof covering, Class C roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

506.3 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

506.4 Vents. Attic ventilation openings, soffit vents, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m^2) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed $^1/_4$ inch (6.4 mm).

SECTION 507
REPLACEMENT OR REPAIR OF ROOF COVERINGS

The roof covering on buildings or structures in existence prior to the adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with Section 503.

CHAPTER 6

FIRE PROTECTION REQUIREMENTS

SECTION 601
GENERAL

601.1 Scope. The provisions of this chapter establish general requirements for new and existing buildings, structures and premises located within wildland-urban interface areas.

601.2 Objective. The objective of this chapter is to establish minimum requirements to mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

SECTION 602
AUTOMATIC FIRE SPRINKLER SYSTEMS
DELETED

SECTION 603
DEFENSIBLE SPACE

603.1 Objective. Provisions of this section are intended to modify the fuel load in areas adjacent to structures to create a defensible space.

603.2 Fuel modification. In order to qualify as a conforming defensible space for individual buildings or structures on a property, fuel modification shall be provided within a distance from buildings or structures as specified in Table 603.2. For all other purposes, the fuel modification distance shall not be less than 30 feet (9144 mm) or to the property line, whichever is less. Distances specified in Table 603.2 shall be measured on a horizontal plane from the perimeter or projection of the building or structure as shown in Figure 603.2. Distances specified in Table 603.2 may be modified by the code official because of a site-specific analysis based on local conditions and the fire protection plan.

Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

Trees are allowed within the defensible space, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Deadwood and litter shall be regularly removed from trees.

Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native growth to any structure.

TABLE 603.2
REQUIRED DEFENSIBLE SPACE

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100

For SI: 1 foot = 304.8 mm.

603.3 Community fuel modification zones. Fuel modification zones to protect new communities shall be provided when required by the code official in accordance with Section 603, in order to reduce fuel loads adjacent to communities and structures.

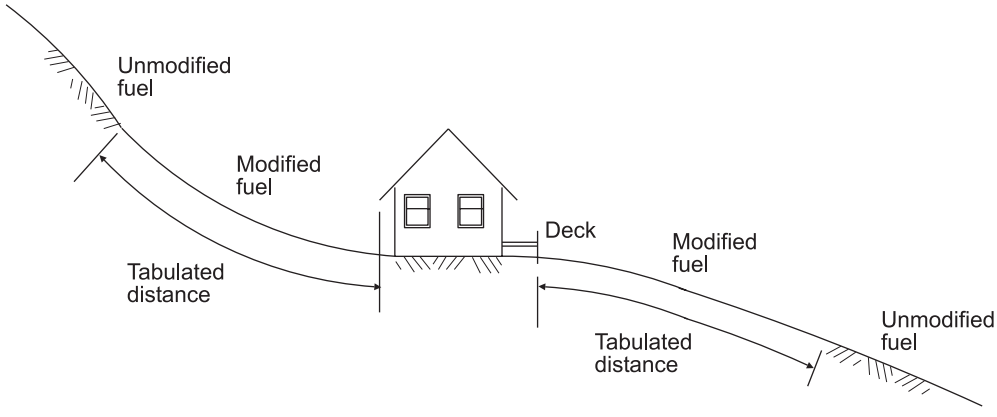


FIGURE 603.2
MEASUREMENTS OF FUEL MODIFICATION DISTANCE

603.3.1 Land ownership. Fuel modification zone land used to protect a community shall be under the control of an association or other common ownership instrument for the life of the community to be protected.

603.3.2 Fuel modification zone plans. Fuel modification zone plans shall be approved prior to fuel modification work and shall be placed on a site grading plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Fuel modification zone plans shall include, but not be limited to the following:

1. Plan showing existing vegetation.
2. Photographs showing natural conditions prior to work being performed.
3. Grading plan showing location of proposed buildings and structures, and set backs from top of slope to all buildings or structures.

SECTION 604
MAINTENANCE OF DEFENSIBLE SPACE

604.1 General. Defensible spaces required by Section 603 shall be maintained annually, or as necessary in accordance with Section 604.

604.2 Modified area. Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 603, in such a manner as to provide a clear area for fire suppression operations.

604.3 Responsibility. Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall include modifying or removing nonfire-resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

604.4 Trees. Individual trees and/or small clumps of trees or brush crowns, extending to within 10 feet (3048 mm) of any structure, shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm). Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet (1829 mm) above the ground surface adjacent to the trees.

Portions of tree crowns that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).

Deadwood and litter shall be regularly removed from trees.

SECTION 605
SPARK ARRESTERS

Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Spark arresters shall be constructed of woven or welded wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding $^1/_2$ inch (12.7 mm).

The net free area of the spark arrester shall not be less than four times the net free area of the outlet of the chimney.

SECTION 606
LIQUEFIED PETROLEUM GAS INSTALLATIONS

606.1 General. The storage of LP-gas and the installation and maintenance of pertinent equipment shall be in accordance with the *International Fire Code* or, in the absence thereof, recognized standards.

606.2 Location of containers. LP-gas containers shall be located within the defensible space in accordance with the *Interational Fire Code*.

SECTION 607
STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard. See Appendix A.

APPENDIX A

GENERAL REQUIREMENTS (optional)

SECTION A101
GENERAL

A101.1 Scope. The provisions of this appendix establish general requirements applicable to new and existing properties located within urban-wildland interface areas.

A101.2 Objective. The objective of this appendix is to provide necessary fire-protection measures to reduce the threat of wildfire in an urban-wildland interface area and improve the capability of controlling such fires.

SECTION A102
VEGETATION CONTROL

A102.1 General. Vegetation control shall comply with this section.

A102.2 Clearance of brush or vegetative growth from roadways. The code official is authorized to require areas within 10 feet (3048 mm) on each side of portions of fire apparatus access roads and driveways to be cleared of nonfire-resistive vegetation growth.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

A102.3 Clearance of brush and vegetative growth from electrical transmission and distribution lines.

A102.3.1 General. Clearance of brush and vegetative growth from electrical transmission and distribution lines shall be in accordance with Section A102.3.

Exception: Section A102.3 does not authorize persons not having legal right of entry to enter on or damage the property of others without consent of the owner.

A102.3.2 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an approved program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than 10 feet (3048 mm) in each direction from the outer circumference of such pole or tower during such periods of time as designated by the code official.

Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

A102.3.3 Electrical distribution and transmission line clearances.

A102.3.3.1 General. Clearances between vegetation and electrical lines shall be in accordance with Section A102.3.3.

A102.3.3.2 Trimming clearance. At the time of trimming, clearances not less than those established by Table A102.3.3.2 shall be provided. The radial clearances shown below are minimum clearances that shall be established, at time of trimming, between the vegetation and the energized conductors and associated live parts.

TABLE A102.3.3.2
MINIMUM CLEARANCES BETWEEN VEGETATION AND ELECTRICAL LINES AT TIME OF TRIMMING

LINE VOLTAGE	MINIMUM RADIAL CLEARANCE FROM CONDUCTOR (feet)
2,400-72,000	4
72,001-110,000	6
110,001-300,000	10
300,001 or more	15

For SI: 1 foot = 304.8 mm.

Exception: The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.2 when evidence substantiating such other clearances is submitted to and approved by the code official.

A102.3.3.3 Minimum clearance to be maintained. Clearances not less than those established by Table A102.3.3.3 shall be maintained during such periods of time as designated by the code official. The site-specific clearance achieved, at time of pruning, shall vary based on species growth rates, the utility company-specific trim cycle, the potential line sway due to wind, line sag due to electrical loading and ambient temperature and the tree's location in proximity to the high voltage lines.

Exception: The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.3 when evidence substantiating such other clearances is submitted to and approved by the code official.

TABLE A102.3.3.3
MINIMUM CLEARANCES BETWEEN VEGETATION AND ELECTRICAL LINES TO BE MAINTAINED

LINE VOLTAGE	MINIMUM CLEARANCE (inches)
750-35,000	6
35,001-60,000	12
60,001-115,000	19
115,001-230,000	30.5
230,001-500,000	115

For SI: 1 inch = 25.4 mm.

A102.3.3.4 Electrical power line emergencies. During emergencies, the utility shall perform the required work to the extent necessary to clear the hazard. An emergency

can include situations such as trees falling into power lines, or trees in violation of Table A102.3.3.3.

A102.4 Correction of condition. The code official is authorized to give notice to the owner of the property on which conditions regulated by Section A102 exist to correct such conditions. If the owner fails to correct such conditions, the legislative body of the jurisdiction is authorized to cause the same to be done and make the expense of such correction a lien on the property where such condition exists.

SECTION A103
ACCESS RESTRICTIONS

A103.1 Restricted entry to public lands. The code official is authorized to determine and publicly announce when urban-wildland interface areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of urban-wildland interface areas, except public roadways, inhabited areas or established trails and campsites that have not been closed during such time when the urban-wildland interface area is closed to entry, is prohibited.

Exceptions:

1. Residents and owners of private property within urban-wildland interface areas and their invitees and guests going to or being on their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the Wildland Firefighting Service.

A103.2 Trespassing on posted private property.

A103.2.1 General. When the code official determines that a specific area within an urban-wildland interface area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be restricted or closed until changed conditions warrant termination of such restriction or closure. Such areas shall be posted in accordance with Section A103.2.2.

A103.2.2 Signs. Approved signs prohibiting entry by unauthorized persons and referring to this code shall be placed on every closed area.

A103.2.3 Trespassing. Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas; their guests or invitees; authorized persons engaged in the operation and maintenance of necessary utilities such as electrical power, gas, telephone, water and sewer; and local, state and federal public officers and their authorized agents acting in the course of duty.

A103.3 Use of fire roads and defensible space. Motorcycles, motor scooters and motor vehicles shall not be driven or parked on, and trespassing is prohibited on, fire roads or defensible space beyond the point where travel is restricted by a cable, gate or sign, without the permission of the property owners. Vehicles shall not be parked in a manner that obstructs the entrance to a fire road or defensible space.

Exception: Public officers acting within their scope of duty.

Radio and television aerials, guy wires thereto, and other obstructions shall not be installed or maintained on fire roads or defensible spaces, unless located 16 feet (4877 mm) or more above such fire road or defensible space.

A103.4 Use of motorcycles, motor scooters, ultralight aircraft and motor vehicles. Motorcycles, motor scooters, ultralight aircraft and motor vehicles shall not be operated within urban-wildland interface areas, without a permit by the code official, except on clearly established public or private roads. Permission from the property owner shall be presented when requesting a permit.

A103.5 Tampering with locks, barricades, signs and address markers. Locks, barricades, seals, cables, signs and address markers installed within urban-wildland interface areas, by or under the control of the code official, shall not be tampered with, mutilated, destroyed or removed.

Gates, doors, barriers and locks installed by or under the control of the code official shall not be unlocked.

SECTION A104
IGNITION SOURCE CONTROL

A104.1 General. Ignition sources shall be in accordance with Section A104.

A104.2 Objective. Regulations in this section are intended to provide the minimum requirements to prevent the occurrence of wildfires.

A104.3 Clearance from ignition sources. Clearance between ignition sources and grass, brush or other combustible materials shall be maintained a minimum of 30 feet (9144 mm).

A104.4 Smoking. When required by the code official, signs shall be posted stating NO SMOKING. No person shall smoke within 15 feet (4572 mm) of combustible materials or nonfire-resistive vegetation.

Exception: Places of habitation or in the boundaries of established smoking areas or campsites as designated by the code official.

A104.5 Equipment and devices generating heat, sparks or open flames. Equipment and devices generating heat, sparks or open flames capable of igniting nearby combustibles shall not be used in urban-wildland interface areas without a permit from the code official.

Exception: Use of approved equipment in habitated premises or designated campsites that are a minimum of 30 feet (9144 mm) from grass-, grain-, brush- or forest-covered areas.

A104.6 Fireworks. Fireworks shall not be used or possessed in urban-wildland interface areas.

Exception: Fireworks allowed by the code official under permit in accordance with the *International Fire Code* when not prohibited by applicable local or state laws, ordinances and regulations.

The code official is authorized to seize, take, remove or cause to be removed fireworks in violation of this section.

A104.7 Outdoor fires.

A104.7.1 General. No person shall build, ignite or maintain any outdoor fire of any kind for any purpose in or on any urban-wildland interface area, except by the authority of a written permit from the code official.

Exception: Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9144 mm) from any combustible material or nonfire-resistive vegetation.

A104.7.2 Permits. Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property. Outdoor fires shall not be built, ignited or maintained in or on hazardous fire areas under the following conditions:

1. When high winds are blowing,
2. When a person 17 years old or over is not present at all times to watch and tend such fire, or
3. When a public announcement is made that open burning is prohibited.

A104.7.3 Restrictions. No person shall use a permanent barbecue, portable barbecue, outdoor fireplace or grill for the disposal of rubbish, trash or combustible waste material.

A104.8 Incinerators, outdoor fireplaces, permanent barbecues and grills. Incinerators, outdoor fireplaces, permanent barbecues and grills shall not be built, installed or maintained in urban-wildland interface areas without approval of the code official.

Incinerators, outdoor fireplaces, permanent barbecues and grills shall be maintained in good repair and in a safe condition at all times. Openings in such appliances shall be provided with an approved spark arrestor, screen or door.

Exception: When approved by the code official, unprotected openings in barbecues and grills necessary for proper functioning.

A104.9 Reckless behavior. The code official is authorized to stop any actions of a person or persons if the official determines that the action is reckless and could result in an ignition of fire or spread of fire.

A104.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, shall grow within 10 feet (3048 mm) of the energized conductors.

SECTION A105
CONTROL OF STORAGE

A105.1 General. In addition to the requirements of the *International Fire Code*, storage and use of the materials shall be in accordance with Section A105.

A105.2 Hazardous materials. Hazardous materials in excess of 10 gallons (37.8 L) of liquid, 200 cubic feet (5.66 m^3) of gas, or 10 pounds (4.54 kg) of solids require a permit and shall comply with nationally recognized standards for storage and use.

A105.3 Explosives. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within urban-wildland interface areas, except by permit from the code official.

A105.4 Combustible materials.

A105.4.1 General. Outside storage of combustible materials such as, but not limited to, wood, rubber tires, building materials or paper products shall comply with the other applicable sections of this code and this section.

A105.4.2 Individual piles. Individual piles shall not exceed 5,000 square feet (465 m^2) of contiguous area. Piles shall not exceed 50,000 cubic feet (1416 m^3) in volume or 10 feet (3048 mm) in height.

A105.4.3 Separation. A clear space of at least 40 feet (12 192 mm) shall be provided between piles. The clear space shall not contain combustible material or nonfire-resistive vegetation.

SECTION A106
DUMPING

A106.1 Waste material. Waste material shall not be placed, deposited or dumped in urban-wildland interface areas, or in, on or along trails, roadways or highways or against structures in urban-wildland interface areas.

Exception: Approved public and approved private dumping areas.

A106.2 Ashes and coals. Ashes and coals shall not be placed, deposited or dumped in or on urban-wildland interface areas.

Exceptions:

1. In the hearth of an established fire pit, camp stove or fireplace.
2. In a noncombustible container with a tightfitting lid, which is kept or maintained in a safe location not less than 10 feet (3048 mm) from nonfire-resistive vegetation or structures.
3. Where such ashes or coals are buried and covered with 1 foot (305 mm) of mineral earth not less than 25 feet (7620 mm) from nonfire-resistive vegetation or structures.

SECTION A107
PROTECTION OF PUMPS AND WATER STORAGE FACILITIES

A107.1 General. The reliability of the water supply shall be in accordance with Section A107.

A107.2 Objective. The intent of this section is to increase the reliability of water storage and pumping facilities and to protect such systems against loss from intrusion by fire.

A107.3 Fuel modification area. Water storage and pumping facilities shall be provided with a defensible space of not less than 30 feet (9144 mm) clear of nonfire-resistive vegetation or growth around and adjacent to such facilities.

Persons owning, controlling, operating or maintaining water storage and pumping systems requiring this defensible

space are responsible for clearing and removing nonfire-resistive vegetation and maintaining the defensible space on the property owned, leased or controlled by said person.

A107.4 Trees. Portions of trees that extend to within 30 feet (9144 mm) of combustible portions of water storage and pumping facilities shall be removed.

A107.5 Protection of electrical power supplies. When electrical pumps are used to provide the required water supply, such pumps shall be connected to a standby power source to automatically maintain electrical power in the event of power loss. The standby power source shall be capable of providing power for a minimum of two hours in accordance with the ICC *Electrical Code*.

Exception: A standby power source is not required where the primary power service to pumps are underground as approved by the code official.

SECTION A108
LAND USE LIMITATIONS

A108.1 General. Temporary fairs, carnivals, public exhibitions and similar uses must comply with all other provisions of this code in addition to enhanced ingress and egress requirements.

A108.2 Objective. The increased public use of land or structures in urban-wildland interface areas also increases the potential threat to life safety. The provisions of this section are intended to reduce that threat.

A108.3 Permits. Temporary fairs, carnivals, public exhibitions or similar uses shall not be allowed in a designated urban-wildland interface area, except by permit from the code official.

Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property.

A108.4 Access roadways. In addition to the requirements in Section 403, access roadways shall be a minimum of 24 feet (7315 mm) wide and posted NO PARKING. Two access roadways shall be provided to serve the permitted use area.

When required by the code official to facilitate emergency operations, approved emergency vehicle operating areas shall be provided.

APPENDIX B

VEGETATION MANAGEMENT PLAN

Vegetation management plans shall be submitted to the code official for review and approval as part of the plans required for a permit. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the site plan.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
3. A plan for maintaining the proposed fuel-reduction measures.

To be considered a fuel modification for purposes of this code, continuous maintenance of the clearance is required.

UTAH FIRE RESISTIVE SPECIES

Adapted from "Utah Forest Facts: Firewise Plants for Utah Landscapes"
Utah State University Extension, 2002

Grasses

Agropyron cristatum (Crested Wheatgrass)
Agropyron smithii (Western Wheatgrass)
Buchloe dactyloides (Buffalograss)
Dactylis glomerata (Orchardgrass)
Festuca cinerea and other species (Blue Fescue)
Lolium species (Rye Grass)
Poa pratensis (Kentucky Bluegrass)
Poa secunda (Sandberg Bluegrass)

Herbaceous Perennials

Achillea clavennae (Silvery Yarrow)
Achillea filipendulina (Fernleaf Yarrow)
Achillea - other species & hybrids (Yarrow)*
Aquilegia - species & hybrids (Columbine)
Armeria maritime (Sea Pink, Sea Thrift)
Artemisia stelleriana (Beach Wormwood, Dusty Miller)
Artemisia - other species & hybrids (Various names)*
Bergenia – species & hybrids (Bergenia)
Centranthus rubber (Red Valerian, Jupiter's Beard)
Cerastium tomentosum (Snow-in-summer)
Coreopsis auriculata var. *Nana* (Dwarf Mouse Ear Coreopsis)
Coreopsis – other perennial species (Coreopsis)
Delosperma nubigenum (Hardy Ice Plant)
Dianthus plumarius & others (Pinks)
Erigeron hybrids (Fleabane)*
Gaillardia X grandiflora (Blanket Flower)
Geranium cinereum (Hardy Geranium)
Geranium sanguineum (Bloody Cranesbill, Bloodred Geranium)
Geranium species (Geranium)
Hemerocallis species (Daylily)
Heuchera sanguinea (Coral Bells, Alum Root)
Iberis sempervirens (Evergreen Candytuft)
Iris species & hybrids (Iris)
Kniphofia species & hybrids (Red-hot Poker)
Lavandula species (Lavender)
Leucanthemum X superbum (Shasta Daisy)
Limonium latifolium (Sea-lavender, Statice)
Linum species (Flax)
Liriope spicata (Lily-turf)
Lupinus species & hybrids (Lupine)*
Medicago sativus (Alfalfa)
Oenothera species (Primrose)
Papaver species (Poppy)
Penstemon species & hybrids (Penstemon)
Perovskia atriplicifolia (Russian Sage, Azure Sage)
Potentilla nepalensis (Nepal Cinquefoil)
Potentilla tridentata (Wineleaf Cinquefoil)
Potentilla verna (tabernaemontani) (Spring Cinquefoil; Creeping Potentilla)
Potentilla – other non-shrubby species & hybrids (Cinquefoil, Potentilla)*
Salvia species & hybrids (Salvia, Sage)*
Sedum species (Stonecrop, Sedum)
Sempervivum tectorum (Hen and Chicks)
Stachys byzantina (Lamb's Ear)
Yucca filamentosa (Yucca)

continued

Shrubs and Woody Vines

Atriplex species (Saltbush)
Ceanothus americanus (New Jersey Tea)
Ceanothus ovatus & others (Ceanothus)
Cistus species (Rock-rose)
Cotoneaster dammeri (Bearberry Cotoneaster)
Cotoneaster horizontalis (Rockspray or Rock Cotoneaster)
Cotoneaster – other compact species (Cotoneaster)
Hedera helix (English Ivy)
Lonicera species & hybrids (Honeysuckle)
Mahonia repens (Creeping Oregon Grape)
Parthenocissus quinquefolia (Virginia Creeper)
Prunus besseyi (Sand Cherry)
Purshia tridentata (Bitterbrush, Antelope Bitterbrush)
Pyracantha species (Firethorn, Pyracantha)
Rhamnus species (Buckthorn)
Rhus trilobata (Skunkbush Sumac)
Rhus – other species (Sumac)
Ribes species (Currant, Gooseberry)
Rosa rugosa & other hedge roses (Rugosa Rose)
Shepherdia canadensis (Russet Buffaloberry)
Syringa vulgare (Lilac)
Vinca major (Large Periwinkle)
Vinca minor (Dwarf Periwinkle, Common Periwinkle)

Trees

Acer species (Maple)
Betula species (Birch)
Cercis canadensis (Eastern Redbud)
Populus tremuloides (Quaking Aspen)
Populus – other species (Poplar, Cottonwood)
Salix species (Willow)

**** Plants or groups of plants marked with an asterisk (*) can become weedy in certain circumstances, and may even be noxious weeds with legal restrictions against their planting and cultivation. Check with your local Extension office or State Department of Agriculture for information on noxious weeds in your area.***

Note: Some of the listed plants may not be considered "water-wise" or drought-tolerant for arid climates.

APPENDIX C

FIRE HAZARD SEVERITY FORM

This appendix is to be used to determine the fire hazard severity.

A. Subdivision Design	Points
1. Ingress/Egress	
Two or more primary roads	1___
One road	10___
One-lane road in, one-lane road out	15___
2. Width of Primary Road	
20 feet or more	1___
Less than 20 feet	5___
3. Accessibility	
Road grade 5% or less	1___
Road grade 5-10%	5___
Road grade greater than 10%	10___
4. Secondary Road Terminus	
Loop roads, cul-de-sacs with an outside turning radius of 45 feet or greater	1___
Cul-de-sac turnaround	5___
Dead-end roads 200 feet or less in length	8___
Dead-end roads greater than 200 feet in length	10___
5. Street Signs	
Present but unapproved	3___
Not present	5___

B. Vegetation (IUWIC Definitions)	
1. Fuel Types	
Surface	
Lawn/noncombustible	1___
Grass/short brush	5___
Scattered dead/down woody material	10___
Abundant dead/down woody material	15___
Overstory	
Deciduous trees (except tall brush)	3___
Mixed deciduous trees and tall brush	10___
Clumped/scattered conifers and/or tall brush	15___
Contiguous conifer and/or tall brush	20___
2. Defensible Space	
70% or more of lots completed	1___
30% to 70% of lots completed	10___
Less than 30% of lots completed	20___

C. Topography	
Located on flat, base of hill, or setback at crest of hill	1___
On slope with 0-20% grade	5___
On slope with 21-30% grade	10___
On slope with 31% grade or greater	15___
At crest of hill with unmitigated vegetation below	20___

D. Roofing Material	
Class A Fire Rated	1___
Class B Fire Rated	5___
Class C Fire Rated	10___
Nonrated	20___

E. Fire Protection—Water Source	
500 GPM hydrant within 1,000 feet	1___
Hydrant farther than 1,000 feet or draft site	5___
Water source 20 min. or less, round trip	10___
Water source farther than 20 min., and 45 min. or less, round trip	15___
Water source farther than 45 min., round trip	20___

F. Siding and Decking	
Noncombustible siding/deck	1___
Combustible siding/no deck	5___
Noncombustible siding/combustible deck	10___
Combustible siding and deck	15___

G . Utilities (gas and/or electric)	
All underground utilities	1___
One underground, one aboveground	3___
All aboveground	5___

Total for Subdivision	
Moderate Hazard	50–75
High Hazard	76–100
Extreme Hazard	101+

INDEX

A

ACCESS
- Applicability 402
- Driveways 403.2
- Fire apparatus 403.2
- Grade 403.7
- Individual structures 402.2
- Marking of roads 403.4
- Restricted 403.1
- Subdivisions 402.1

ADDITIONS OR ALTERATIONS 101.4
ALTERNATIVE MATERIALS OR METHODS 103.3
AUTOMATIC FIRE SPRINKLER SYSTEMS 602

C

CERTIFICATE OF COMPLETION 108
CLASS 1 IGNITION-RESISTANT CONSTRUCTION 504
- Detached accessory structures 504.11
- Exterior doors 504.9
- Exterior walls 504.5
- Protection of eaves 504.3
- Roof covering 504.2
- Vents 504.10
- Windows 504.8

CLASS 2 IGNITION-RESISTANT CONSTRUCTION 505
- Detached accessory structures 505.11
- Exterior doors 505.9
- Exterior walls 505.5
- Protection of eaves 505.3
- Roof covering 505.2
- Vents 505.10
- Windows 505.8

CLASS 3 IGNITION-RESISTANT CONSTRUCTION 506
- Roof covering 506.2
- Unenclosed underfloor protection 506.3
- Vents 506.4

CONTROL OF STORAGE . . . . . Appendix A, Section A105

D

DEFENSIBLE SPACE 603
- Fuel modification 603.2

DEFINITIONS 202
DUMPING . . . . . Appendix A, Section A106

F

FIRE HAZARD SEVERITY 502
FIRE HAZARD SEVERITY FORM . . . . . Appendix C

G

GENERAL REQUIREMENTS . . . . . Appendix A

I

IGNITION SOURCE CONTROL . . . . . Appendix A, Section A104
INSPECTION AND ENFORCEMENT
- Authority to inspect 107.1.2
- Citations 107.4.4
- Enforcements 107.2
- Reinspections 107.1.3
- Right of entry 107.3
- Unsafe conditions 107.4.5

L

LAND USE LIMITATIONS . . . . . Appendix A, Section A108
LIABILITY OF THE CODE OFFICIAL 102.3
LPG INSTALLATIONS 606

M

MAINTENANCE 101.6
MAINTENANCE OF DEFENSIBLE SPACE 604
- Modified area 604.2
- Responsibility 604.3
- Trees 604.4

P

PERMITS
- Application 105.4
- Approval 105.5
- Expiration 105.8
- Issuance 105.6
- Required 105.2
- Retention 105.9
- Revocation 105.10
- Validity 105.7

Work exempt from permit 105.3
PLANS AND SPECIFICATIONS 106
Information on plans and specifications 106.2
Vegetation management plans 106.4
POWERS AND DUTIES OF THE CODE OFFICIAL 102.1
PRACTICAL DIFFICULTIES 103.1
PROTECTION OF PUMPS AND WATER STORAGE FACILITIES . . . . . Appendix A, Section A107

R

REPLACEMENT OR REPAIR OF ROOF COVERINGS 507
RETROACTIVITY 101.4

S

SPARK ARRESTERS 605
STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS 607

T

TECHNICAL ASSISTANCE 103.2

U

URBAN-WILDLAND INTERFACE AREA DESIGNATIONS 301
Declaration 301.1
Mapping 301.2
Review 301.3

V

VEGETATION CONTROL . . . . . Appendix A, Section A102
VEGETATION MANAGEMENT PLAN . . . . Appendix B

W

WATER SUPPLY
Adequate water supply 404.5
Applicability 402
Draft sites 404.3
Hydrants 404.4
Identification 404.8
Individual structures 402.2
Obstructions 404.7
Reliability 404.10
Subdivisions 402.1
Testing and maintenance 404.9
Water sources 404.2

Municipal Code Changes in Response to House Bill 48 *Wildland Urban Interface Modifications*

ADOPTION OF WUI CODE

REQUIREMENTS OF HOUSE BILL 48

- In 2025 the Utah State Legislature passed House Bill 48 Wildland Urban Interface Modifications.
- House Bill 48 provides: *The Stick*
  - Additional requirements for Participating Entities
    - Participating Entities must adopt the State WUI Code by January 1, 2026
  - Forestry, Fire, & State Lands will create a WUI Boundary Map
    - Possibly completed in January 2026

WHAT IS THE PURPOSE OF THE WUI CODE?

- The purpose of the WUI Code is to prevent:
  - Wildland fires from spreading into homes and neighborhoods
  - Home fires, including out buildings, from spreading into the Wildland Urban Interface
  - Preventing conflagrations in the interface

HOW DOES THE ADOPTION OF THIS CODE BENEFIT PROVO CITY

- Adoption keeps the city compliant with the cooperative agreement
- It is the next logical step in Provo's overall WUI protection program that includes:
  - Seasonal Fuel Mitigation
  - Clearly defined Discharge Restricted Area for fireworks
  - Fireworks in the parks
  - Critical Hillside overlay

THE 2006 WILDLAND-URBAN INTERFACE CODE

- The WUI Code would apply to new construction within the Wildland-Urban Interface
- It does not apply retroactively to any existing structure unless a code update threshold is met

THE 2006 WILDLAND-URBAN INTERFACE CODE

- Chapter 1 Administration
  - Provides authority of the code official
  - Provides for compliance alternatives
  - Provides a board of appeals
  - Provides for plan reviews
  - Provides for permitted activities
- Chapter 2 Definitions
  - Provides definitions for use with this edition of the code
- Chapter 3 Wildland-Urban Interface Areas
  - Municipality must declare WUI area
  - Municipality must provide a map in consultation with the state (in process)
  - Provides for appeal of designated WUI area every 3 years

THE 2006 WILDLAND-URBAN INTERFACE CODE

- Chapter 4 Wildland-Urban Interface Requirements
  - Provides for fire department access
    - Road widths
    - Road grades
    - Driveways
    - Access marking
- Provides water supply requirements
  - Water Sources
  - Hydrants and hydrant spacing
  - Drafting sites and reliability
  - Tanks
    - Defensible space around water sources
    - Standby power for pumps
  - Site specific fire protection plans

THE 2006 WILDLAND-URBAN INTERFACE CODE

- Chapter 5 Special Building Construction Regulations
  - Provides classifications of fire severity based on defensible space and water supply
    - Class 1 Ignition Resistant Construction
    - Class 2 Ignition-Resistant Construction
    - Class 3 Ignition-Resistant Construction

- Provides additional fire resistance requirements for
  - Exterior walls
  - Appendages and projections
  - Glazing
  - Doors
  - Vents
  - Replacement of existing roofs

The 2006 Wildland-Urban Interface Code

- Chapter 6 Fire Protection Requirements
  - Provides requirements for
    - Fire Sprinkler systems
    - Personal defensible space
    - Community defensible space
    - Maintenance of defensible space
    - Spark Arrestors
    - LPG tanks
    - Combustible Storage
- Appendices
  - Appendix A Vegetation Control
    - Access roads
    - Power lines
    - Access Restrictions
    - Ignition source control
  - Appendix B
    - Vegetation Management Plan
    - Fire Resistant Vegetation

THE 2006 WILDLAND-URBAN INTERFACE CODE

- Appendices
  - Appendix C
    - Fire Hazard Severity Form

THE 2006 WILDLAND-URBAN INTERFACE CODE

- What we are asking:
  - Adoption of the 2006 Wildland-Urban Interface Code with Appendices
    - When Forestry, Fire, and State Lands finalizes the WUI map we will return for adoption per Section 301.2

THE 2006 WILDLAND-URBAN INTERFACE CODE

- House Bill 48 Provides The Stick
- Property Owners in the WUI boundary will be assessed a fee (payable to the county)
  - A portion of the fee will be kept by the county for assessments and administration, the remainder will be deposited into the Wildland Urban Interface Prevention, Preparedness, and Mitigation Fund
- House Bill 48 Provides *The Carrot*
  - The bill provides some protection for homeowners in the Wildland-Urban Interface from being dropped by their insurance company or having their rates exorbitantly increased
  - Adoption ensures our ability to continue to receive aid, when necessary, through the cooperative agreement

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: DANIELS
Presenter: Daniel Softley, Director of Human Resources
Department: HR
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-109

SUBJECT: 9 An ordinance amending Provo City Code 4.04.100 to allow pension-eligible employees to receive matching 401(k) contributions from the city (25-109)

RECOMMENDATION: It is proposed to amend Section 4.04.100 of Provo City Code to allow an employee drawing a pension from the Utah Retirement System to be eligible for a matching 401(k) contribution from the City, unless otherwise prohibited by the Utah Retirement System.

BACKGROUND: Utah Retirement System currently prohibits an employee who draws a pension from the Utah Retirement System and who participates in the federal Social Security (OASDI) program from receiving an additional retirement contribution from the City, but allows an additional retirement contribution from the City when the employee that draws a pension from the Utah Retirement System does not participate in the federal Social Security (OASDI) program; and

The City has employee groups that participate in the federal Social Security (OASDI) program and employee groups that do not; and

It is advantageous for the City's recruitment efforts to allow employees who draw a pension from the Utah Retirement System to participate in the City's matching contribution program if allowed by the Utah Retirement System, similar to what is offered to City employees who are not currently drawing a pension from the Utah Retirement System.

FISCAL IMPACT: Up to $18,500 annually if fully utilized by the 5 employees who would become eligible.

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Recommendation is consistent with objective to remian competitive for quality staff.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING PROVO CITY CODE § 4.04.100 TO ALLOW PENSION-ELIGIBLE EMPLOYEES TO RECEIVE MATCHING 401(K) CONTRIBUTIONS FROM THE CITY (25-109)

RECITALS:

It is proposed to amend Section 4.04.100 of Provo City Code to allow an employee drawing a pension from the Utah Retirement System to be eligible for a matching 401k contribution from the City, unless otherwise prohibited by the Utah Retirement System.

Utah Retirement System currently prohibits an employee who draws a pension from the Utah Retirement System and who participates in the federal Social Security (OASDI) program from receiving an additional retirement contribution from the City, but allows an additional retirement contribution from the City when the employee that draws a pension from the Utah Retirement System does not participate in the federal Social Security (OASDI) program; and

The City has employee groups that participate in the federal Social Security (OASDI) program and employee groups that do not; and

It is advantageous for the City's recruitment efforts to allow employees who draw a pension from the Utah Retirement System to participate in the City's matching contribution program if allowed by the Utah Retirement System, similar to what is offered to City employees who are not currently drawing a pension from the Utah Retirement System.

On December 16, 2025, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code Section 4.04.100 is amended as shown in Exhibit A.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

4.04.100
Employer Contributions for Provo City Employee Retirement Programs.

The following shall apply only to Provo City employees eligible to participate in the Utah Retirement System as defined in Title 49 of the Utah Code and elected officials:

(1) Provo City shall contribute to the Utah Retirement System the required employer and employee defined benefit contributions for all employees defined as Tier I by the retirement system.

(2) Provo City shall contribute to the Utah Retirement System the required employer amount for all employees defined as Tier II by the retirement system.

(3) Provo City shall provide a matching contribution to employee's 401(k) defined contribution plan with the Utah Retirement System as follows:

(a) For employee classifications that participate in the federal Social Security (OASDI) program, the matching contribution by Provo City for a given pay period shall be equal to two percent (2%) of the employee's earnings in that pay period or the amount of the eligible contribution made by the employee for that pay period, whichever is less. For employee classifications that do not participate in the federal Social Security (OASDI) program, the matching contribution by Provo City for a given pay period shall be equal to four percent (4%) of the employee's earnings in that pay period or the amount of the eligible contribution made by the employee for that pay period, whichever is less.

(b) All matching contributions shall be based on an employee's earned base wages as set out in the Pay Range Table or as established in Section 4.04.110(1), Provo City Code, plus any eligible longevity and/or specialist pay, but shall not include any other earnings, payments, or reimbursements.

(c) Matching contributions shall commence with the pay period beginning June 26, 2011, for employees and elected officials hired or elected before July 1, 2011. For elected officials, the Chief Administrative Officer and appointed department directors as designated in Section 4.02.010(3), Provo City Code, who take office or are appointed on or after July 1, 2011, matching contributions shall commence with the pay period in which they take office or are appointed to the position. Except as otherwise provided herein, for employees who are appointed, hired, or rehired on or after July 1, 2011, matching contributions shall commence with the first pay period after the employee has completed any required probationary period or one (1) year of service from the time of their appointment, hire, or rehire, whichever is longer.

(d) An employee drawing a pension from the Utah Retirement System is ~~not~~ eligible for a City contribution unless otherwise prohibited by the Utah Retirement System.

(e) All other defined contribution plan provisions are governed by the applicable Utah Retirement System defined contribution plan and Title 49 of the Utah Code.

(4) Employees that qualify for, and exempt out of, the Tier I retirement system may receive a contribution equivalent to the Tier I required employer and employee defined benefit contributions. Any such contribution shall be made to a defined contribution plan approved by Provo City.

(5) Provo City may also make other retirement related contributions as permitted and/or required by State or Federal law.

(6) For purposes of participation eligibility in the Utah Retirement System, the Mayor shall be certified as a full-time elected official, and the members of the Municipal Council shall be certified as part-time elected officials, and contributions to that system shall be made in accordance with the Utah State Retirement and Insurance Benefit Act.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JMCKNIGHT
Presenter: Brian Torgersen, Airport Director
Department: Public Works
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: 25-020

SUBJECT: 10 A public hearing to receive input from the public with respect to the issuance of up to $20,000,000 of transportation sales tax revenue bonds for the purpose of financing construction of the Airport terminal expansion. (25-020)

RECOMMENDATION: The Airport requests Council hold a public hearing to receive input from the public on this item.

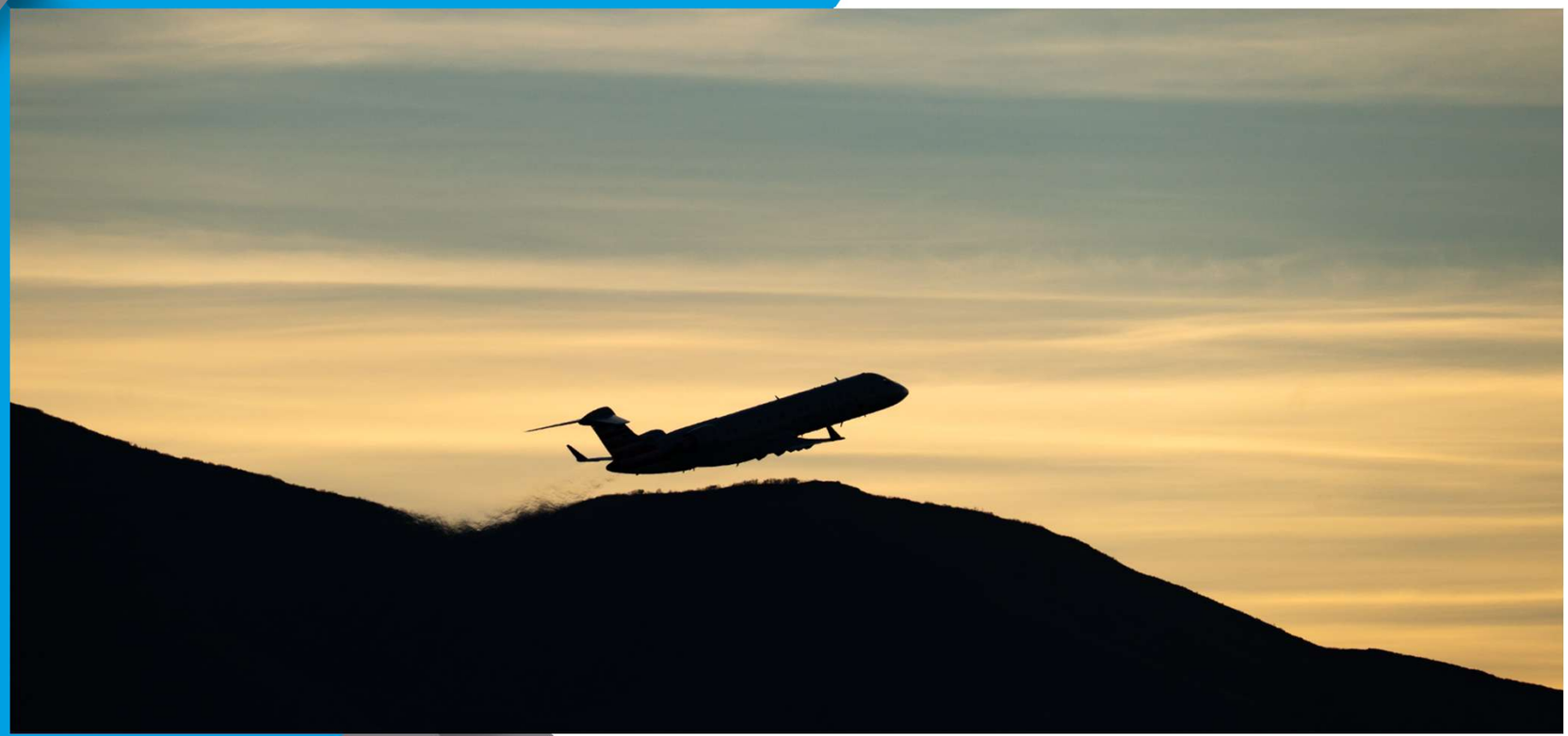
BACKGROUND: The Airport terminal expansion project is being funded by multiple funding sources totaling $140M. Two specific revenue sources were identified in the funding plan as Provo City participation in that funding. First, $11 million ($2.0M-$2.3M annually) of County option sales tax dedicated to transportation projects over a period of 6 years. Second, $13 million ($2.35M annually) of passenger facility charge (PFC) revenue collected by airline partners and remitted to the Airport over a period of 6 years. In order to utilize these funding sources for construction an interim funding mechanism is needed. In previous conversations with Council an interfund loan was contemplated, however, it was determined that outside financing is preferable.

FISCAL IMPACT: $20 million in debt financing

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Page 61 of the 2023 General Plan states "Provo should continue to invest in and expand its airport and flight offerings while promoting the city's accesibility regionally, nationally, and internationally."

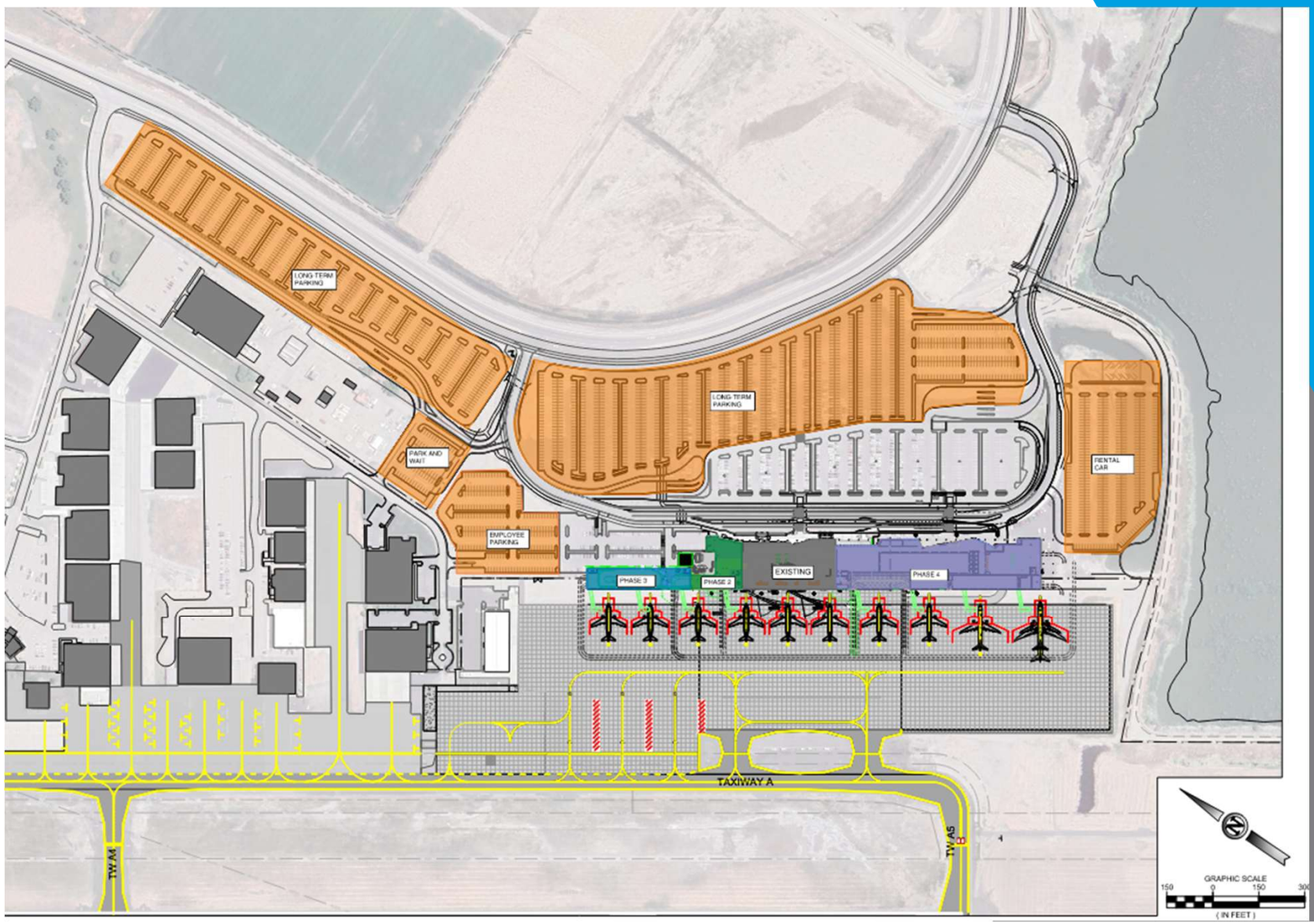
Terminal Expansion Interim Funding Bond

December 16, 2025



provo AIRPORT

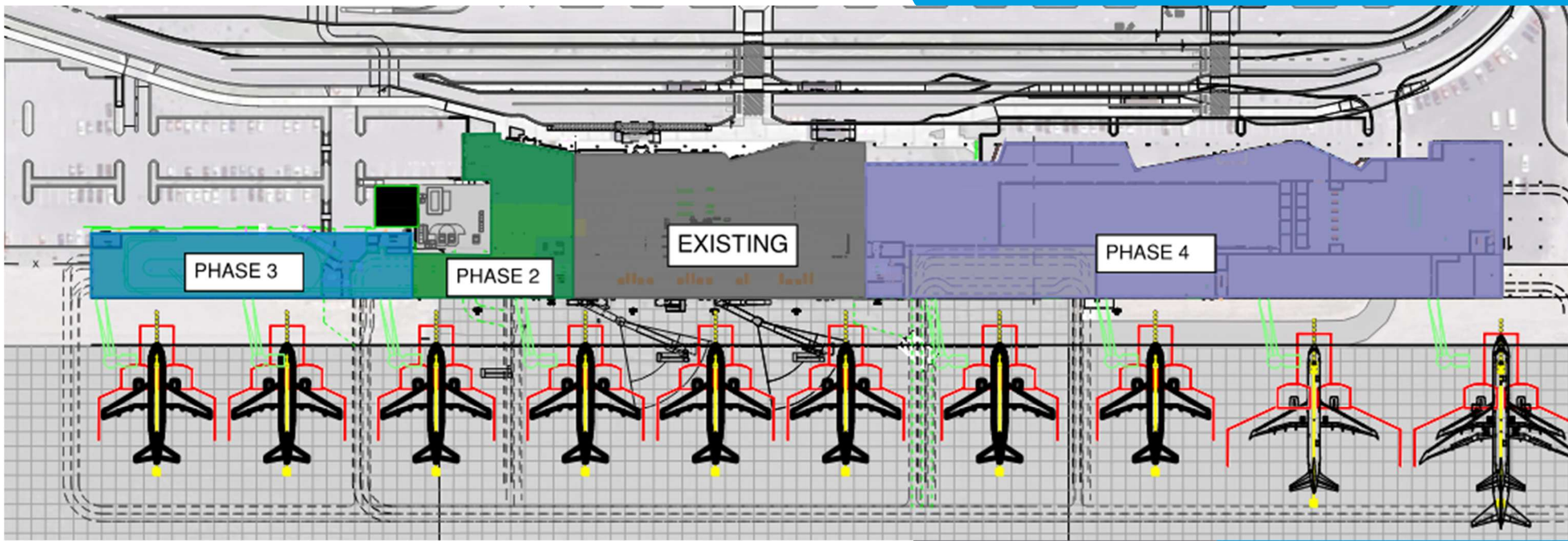
Project Site Plan:



Apron Construction

Construction on the apron expansion was completed in October 2025 tripling the size of our commercial apron. The project also added 2 additional deice locations and made way for the terminal expansion.

Expansion Phasing Plan



Expansion Floor Plan

FIRST FLOOR PRESENTATION PLAN - PHASES 2 AND 3

SCALE: 1/16" = 1'-0"

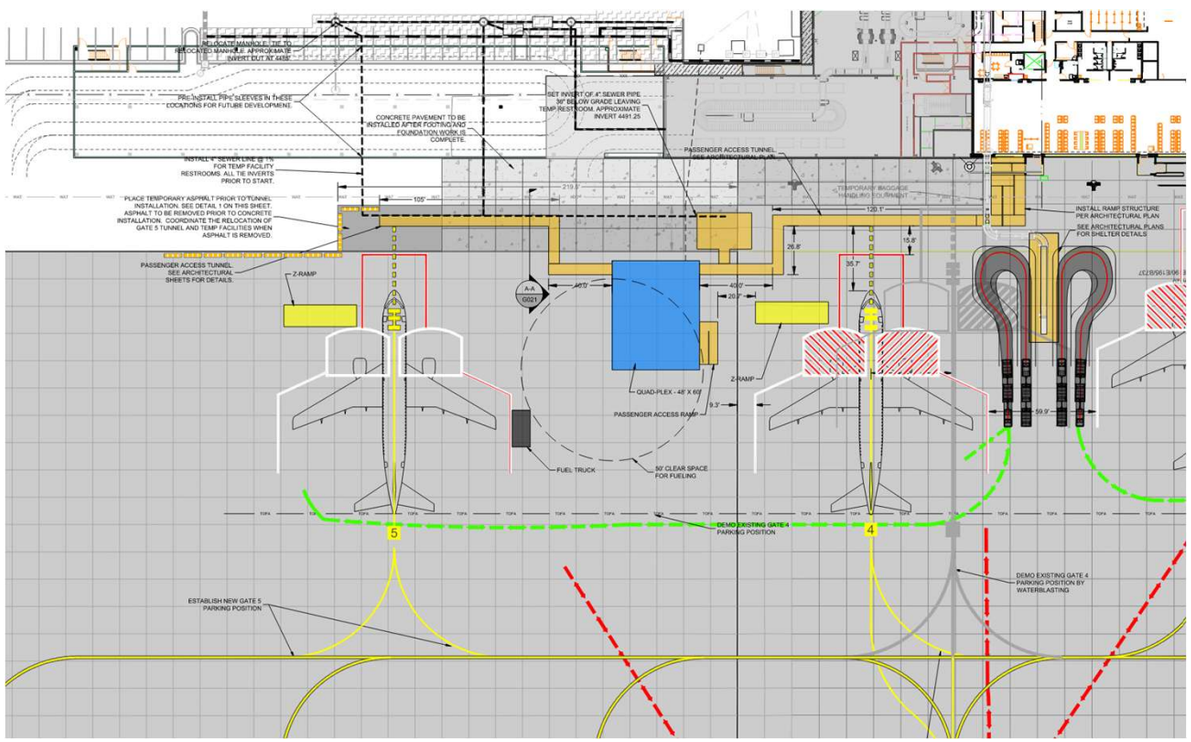
0 8' - 0" 16' - 0" 32' - 0"

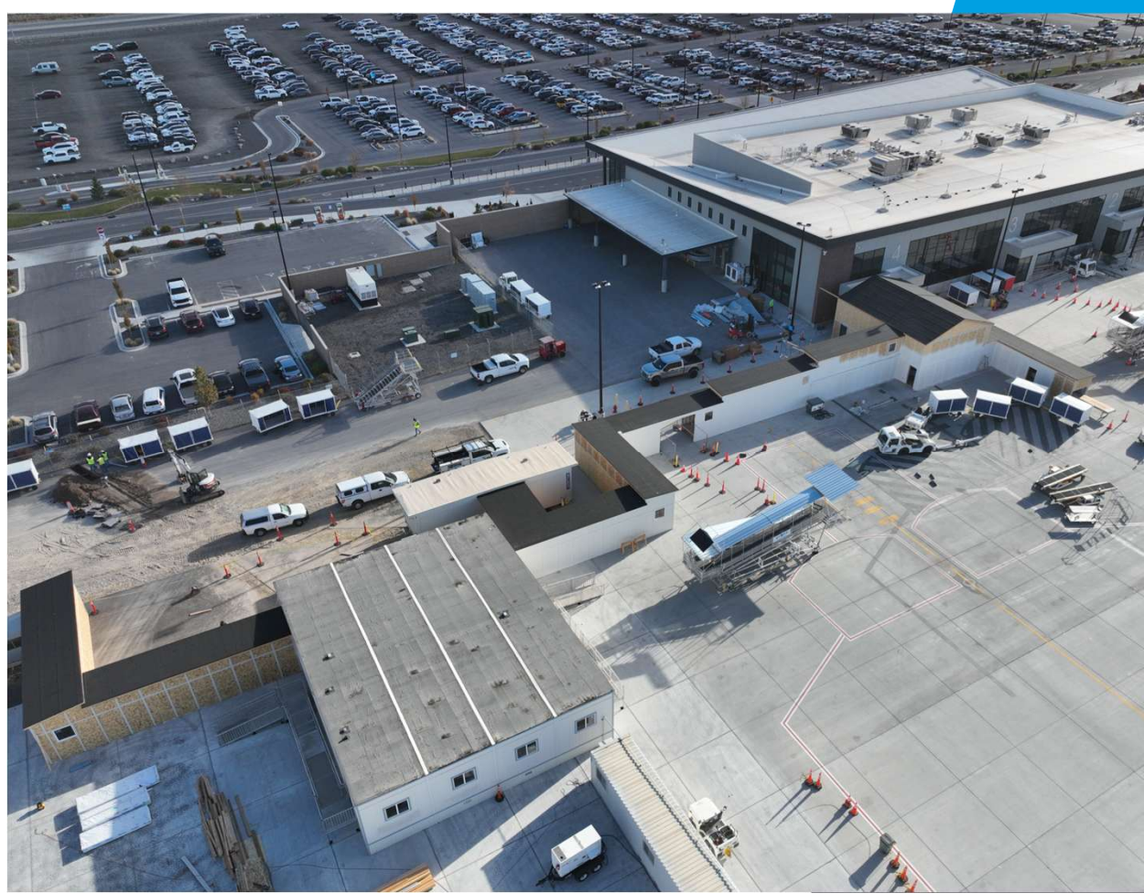
Expansion Floor Plan

SECOND FLOOR PRESENTATION PLAN - PHASES 2 AND 3

Terminal Expansion Begins!

Temporary facilities are being constructed to maintain full 5-gate operations during construction on the terminal expansion.





Design Renderings

Design Renderings

Design Renderings

Design Renderings

Design Renderings

Project Timeline

- February 2026
  - Phase 2 foundation work to be complete
  - Phase 3 foundation work to begin

Project Funding

Updates to Chart Presented February 2025

$140.3 Million

~~$131.8~~ Million in Place!

$6.0 Million ~~$7.9 Million~~ (Entitlements) – 2024, 2025, 2026

✓ $2.0 Million (Community Directed Legislative Appropriation) - 2023

$8.0 Million ~~$5.0 Million~~ (Discretionary) – 2025

✓ $4.5 Million (BIL Terminal Build) – 2025

$10.0 Million (Anticipated Future Funding)

Total - ~~$19.4~~ $20.5 Million in-place - ~~$29.4~~ $30.5 Million Anticipated

✓ $1.0 Million (2023 One-time State appropriation remaining)

✓ $5.0 Million (2024 One-time State appropriation)

✓ $4.5 Million (2025 One-time State appropriation)

Total - $10.5 Million

$11.0 Million (Transportation Sales Tax)

~~$5.6 Million~~ (Airport Reimbursements) $13.0 Million

~~Total $16.6 Million~~ $24.0 Million

→ ~~provo POWER~~ — Interim Financing Loan

✓ $3.4 Million (Tourism Tax. Remaining)

✓ $19.5 Million (Tourism Tax)

$45.5 Million (Bond - Backed by Tourism Tax)

Total - $68.4 Million (Construction) + $13 Million Bond Interest

provo PUBLIC WORKS — In-House Construction ✓

✓ $16.9 Million (TIP Selection)

UDOT Keeping Utah Moving — Interim Financing Loan
$14.5 Million SIB Loan ✓

4th ¼ Cent Sales Tax Revenue

- Approved by Utah County Commission for collection beginning in 2019, limited to use on qualifying transportation related projects
- $2.5 million annual revenue each of the last 3 years
- Used for transportation projects, interfund loan repayment, and to repay original UDOT Airport Terminal loan

Passenger Facility Charge (PFC) Revenue

- Federally authorized fee-up to $4.50 per enplaned passenger-that airports can collect to fund FAA-approved capital projects
- Airlines collect the fee on each ticket and remit to the airport
- $2.3 million received in FY25
- Current PFC revenue funding SRE Building repayment, future revenues will be used to repay for terminal beginning as early as FY29

	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	Total
¼ Cent	$2,006,008	$2,071,482	$2,137,937	$2,205,391	$2,273,866	$305,316			$11,000,000
PFC			$2,000,000	$2,350,000	$2,350,000	$2,350,000	$2,350,000	$1,600,000	$13,000,000

Interim Funding Bond

- 15 year, $20 million bond repaid with future City funding to construct now
- Repaid by $11M in ¼ cent sales tax, $13M in PFC revenue (likely paid off early)

Council Action Requested

- Public Hearing
- Bond Resolution authorizing issuance
- Resolution appropriating the upfront $20 million in construction funding

THANK YOU!

NOTICE OF PUBLIC HEARING

PROVO CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that, on December 16, 2025, at the regular meeting of the Municipal Council (the *"Council"*) of Provo City, Utah (the *"City"*) that begins at 5:30 p.m., at the regular meeting place of the Council at 445 West Center Street, Provo, Utah, the Council will hold a public hearing to receive input from the public with respect to (i) the issuance, in one or more series, of up to $20,000,000 of transportation sales tax revenue bonds (the *"Bonds"*) of the City for the purpose of financing certain costs of acquistion and construction of improvements to the the City's municipal airport (the *"Project"*), funding any necessary reserves, and paying costs of issuance of the Bonds, and (ii) the potential economic impact that the Project will have on the private sector.

Pursuant to the Indenture, the City will pledge the revenues derived by the City from the levy of sales taxes under the the levy of sales taxes under Title 59, Chapter 12, Utah Code Annotated 1953, as amended (Local Option Sales and Use Taxes for Transportation Act).

DATED this 1st day of December, 2025.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JMCKNIGHT
Presenter: Daniel Follett, Administrative Services Director
Department: Public Works
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: 25-020

SUBJECT: 11 A resolution authorizing issuance of transportation sales tax revenue bonds of Provo City; approving related indenture and documents; and authorizing all other actions necessary to complete the transactions (25-020).

RECOMMENDATION: Resolution authorizing the issuance of transportation sales tax revenue bonds of Provo City, Utah; authorizing the execution and delivery of an indenture and other documents required in connection with the bonds; authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by this resolution; and providing for related matters (25-020)

The Airport recommneds the Council approve a resolution authorizing the issuance of transportation sales tax revenue bonds for the construction of Airport Terminal expansion. The resolution outlines the parameters of the issuance, with a maximum debt amount of $20,000,000, and a maximum term of 16 years. The resolution also authorizes the execution of an indenture of trust and all other required actions necessary for the completion of the issuance.

BACKGROUND: On December 2, 2025 the Airport Director presented a proposal in the City Council Work Session to finance part of the Airport Terminal expansion construction. This resolution, in conjunction with a public hearing, is the next step in moving forward to issue the bonds. The bonds will be repaid by County option sales tax dedicated to transportation projects and passenger facility charge revenue collected by airline partners and remitted to the Airport.

FISCAL IMPACT: $20 million in debt financing

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Page 61 of the 2023 General Plan states “Provo should continue to invest in and expand its airport and flight offerings while promoting the city’s accessibility regionally, nationally, and internationally.”

RESOLUTION <<DOCUMENT NUMBER>>

RESOLUTION AUTHORIZING THE ISSUANCE OF TRANSPORTATION SALES TAX REVENUE BONDS OF PROVO CITY, UTAH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE AND OTHER DOCUMENTS REQUIRED IN CONNECTION WITH THE BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR RELATED MATTERS (25-020)

*** *** ***

WHEREAS, Provo City, Utah (the *"City"*) operates a municipal airport (the *"Airport"*);

WHEREAS, the City considers it necessary and desirable to issue, in one or more series, transportation sales tax revenue bonds of the City (the *"Bonds"*) for the purpose of financing certain costs of acquistion and construction of improvements to the Airport (the *"Project"*), funding any necessary reserves, and paying costs of issuance of the Bonds, pursuant to authority contained in Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Act"*); and

WHEREAS, the City has determined to issue the Bonds in the aggregate principal amount of up to $20,000,000 pursuant to a Master Trust Indenture Providing for the Issuance of Transportation Sales Tax Revenue Bonds, as supplemented by a supplemental indenture relating to the Bonds (collectively, the *"Indenture"*), the forms of which are attached hereto as *Exhibit A*, between the City and Zions Bancorporation, National Association, as trustee (the *"Trustee"*), and to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture; and

WHEREAS, expenditures relating to the Project (the *"Expenditures"*) have been paid within 60 days prior to the passage of this resolution (the *"Resolution"*) or (ii) will be paid from the City's Airport fund or other City funds on or after the passage of this Resolution and prior to the issuance of the Bonds; and

WHEREAS, the City now desires to (a) declare the intention of the City to issue the Bonds, in one or more series, in the aggregate principal amount of not to exceed $20 million, for the purposes set forth above, (b) publish and post a Notice of Bonds to Be Issued pursuant to Section 11-14-316 of the Act; and (c) ratify the posting of a Notice of Public Hearing and the holding of a public hearing pursuant to Section 11-14-318 of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY (THE *"COUNCIL"*), AS FOLLOWS:

Section 1. Issuance of the Bonds. (a) For the purpose of financing certain costs of the Project, establishing any necessary reserves, and paying costs of issuance of the Bonds, the execution, issuance, sale and delivery of the Bonds is hereby authorized and approved. The Bonds shall be dated as of their respective dates of original issuance and delivery, shall mature in not more than 16 years from their date or dates of issuance, shall bear interest at an interest rate or rates not to exceed 6.0% per annum (exclusive of any default rate), and shall be sold to the purchasers thereof at a discount of not more than 2.0% of the principal amount thereof.

(b) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of revenues (the *"Revenues"*) derived by the City from the levy of sales taxes under Title 59, Chapter 12, Part 22, Utah Code Annotated 1953, as amended (Local Option Sales and Use Taxes for Transportation Act) (the *"Transportation Sales Tax Act"*), and certain other funds as described in the Indenture, subject to the application of the Revenues upon the terms and conditions set forth in the Indenture. The Bonds shall not be obligations of the State of Utah or any other political subdivision thereof, other than the City, and neither the faith and credit nor

the taxing or appropriation power of the State of Utah or any political subdivision thereof is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Approval of Indenture. The Indenture, in substantially the forms attached hereto as *Exhibit A,* is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Indenture on behalf of the City, with such changes to the Indenture from the forms attached hereto as are approved by the Mayor, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Indenture, as executed and delivered, are hereby incorporated in and made a part of this Resolution.

Section 3. The City shall cause the following notice to be posted as a Class A notice and published one time in *The Daily Herald,* a newspaper of general circulation within the boundaries of the City, and shall cause a copy of this Resolution (including a copy of the Indenture) to be kept on file in the office of the City for public examination during the regular business hours of the City for at least 30 days after the date of such publication. The Notice of Bonds to Be Issued shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN that on December 16, 2025, the Municipal Council (the *"Council"*) of Provo City, Utah (the *"City"*) adopted a resolution (the *"Resolution"*) in which it authorized the issuance, in one or more series, of the City's transportation sales tax revenue bonds (the *"Bonds"*) in an aggregate principal amount of not to exceed $20,000,000, to mature in not more than 16 years from their date or dates, to bear interest at a rate or rates not to exceed 6.0% per annum (exclusive of any default rate), and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed 2.0%.

The Bonds are to be issued and sold by the City pursuant to (1) a Master Trust Indenture Providing for the Issuance of Transportation Revenue Bonds (the *"Master Indenture"*), as supplemented by a Supplemental Indenture Authorizing the Issuance and Sale of Transportation

Sales Tax Revenue Bonds, Series 2026A (the *"Supplemental Indenture"* and, collectively with the Master Indenture, the *"Indenture"*).

The Bonds are to be issued for the purpose of financing certain costs of improvements to the City's municipal airport, funding any necessary reserves, and paying costs of issuance of the Bonds,.

Pursuant to the Indenture, the City will pledge the revenues derived by the City from the levy of sales taxes under the the levy of sales taxes under Title 59, Chapter 12, Part 22, Utah Code Annotated 1953, as amended (Local Option Sales and Use Taxes for Transportation Act) (the *"Revenue"*).

Responsive to Section 11-14-316, Utah Code Annotated 1953, as amended, the total cost the City would pay with respect to the Bonds (being the total principal and interest payments to be made by the City) if the Bonds were to remain outstanding until their maturity date, based on an estimated principal amount of $20,000,000 and interest rates in effect as of the date of this notice, is estimated to be approximately $37,245,523. The total amount of outstanding bonds or other obligations of the City (other than the Bonds) that are payable from the Revenues is $0.00. More detailed information relating to the outstanding bonds of the City can be obtained at the office of the City Recorder of the City at the address below.

A copy of the Indenture is on file in the office of the City, located at 445 W. Center St. Provo, Utah 84601, where it may be examined during the regular business hours of the City from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Resolution, including a copy of the Indenture shall be so available for inspection for a period of at least 30 days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that, pursuant to law, for a period of 30 days from and after the date of publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution of the Council, or the Bonds, or any provisions made for the security and payment of the 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.

DATED this December 16, 2025.

PROVO CITY, UTAH

Section 4. Public Hearing. A public hearing was held by the Council on December 16, 2025 at the meeting of the Council that commenced at 5:30 p.m., at the regular meeting place of the Council, with respect to the issuance by the City of the Bonds. The City caused the Notice of Public Hearing, in substantially the following form, to be posted at the Utah Public Notice Website, on the City's official website, and at the regular meeting place of the Municipal Council, at least 14 days prior to the date set for the public hearing. The Council hereby ratifies the providing of such notice and the holding of such public hearing.

NOTICE OF PUBLIC HEARING

PROVO CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that, on December 16, 2025, at the regular meeting of the Municipal Council (the *"Council"*) of Provo City, Utah (the *"City"*) that begins at 5:30 p.m., at the regular meeting place of the Council at 445 West Center Street, Provo, Utah, the Council will hold a public hearing to receive input from the public with respect to (i) the issuance, in one or more series, of up to $20,000,000 of transportation sales tax revenue bonds (the *"Bonds"*) of the City for the purpose of financing certain costs of acquistion and construction of improvements to the the City's municipal airport (the *"Project"*), funding any necessary reserves, and paying costs of issuance of the Bonds, and (ii) the potential economic impact that the Project will have on the private sector.

Pursuant to the Indenture, the City will pledge the revenues derived by the City from the levy of sales taxes under the the levy of sales taxes under Title 59, Chapter 12, Part 22, Utah Code Annotated 1953, as amended (Local Option Sales and Use Taxes for Transportation Act).

DATED this December 1, 2025.

PROVO CITY, UTAH

Section 5. Other Actions with Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the preparation and use of any offering document and the execution and delivery of any bond purchase agreement, tax agreement, or closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. If the Mayor or City Recorder shall be unavailable to execute the Bonds or the other documents that they are hereby authorized to execute, attest and countersign, the same may be executed by any member of the Council or any deputy City Recorder, respectively.

Section 6. *Reimbursement Intent.* In satisfaction of certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with proceeds of the Bonds to be issued in the maximum principal amount of not more than $20 million.

Section 7. *Acts Ratified, Approved and Confirmed.* All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 9. *Resolution Irrepealable*. Following the execution and delivery of the Indenture, this Resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 10. *Severability*. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. *Effective Date*. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Municipal Council of the Provo City, Utah, this December 16, 2025.

PROVO CITY, UTAH

_____
Council Chair

ATTEST:

_____
City Recorder

PRESENTATION TO THE MAYOR

The foregoing resolution was presented to the Mayor for his or her approval or disapproval this December 16, 2025.

_____
Council Chair

MAYOR'S APPROVAL OR DISAPPROVAL

The foregoing resolution is hereby approved this December 16, 2025.

_____
Mayor

EXHIBIT A

[MASTER INDENTURE AND SUPPLEMENTAL INDENTURE]

PROVO CITY, UTAH

MASTER TRUST INDENTURE
PROVIDING FOR THE ISSUANCE OF
TRANSPORTATION SALES TAX REVENUE BONDS

BETWEEN

PROVO CITY, UTAH

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

DATED AS OF JANUARY 1, 2026

TABLE OF CONTENTS

Section Page

ARTICLE I DEFINITIONS, STATUTORY AUTHORITY AND EQUALITY OF BONDS 2

Section 1.01. Definitions....2
Account....2
Accreted Amount....2
Accrued Debt Service....2
Act....3
Aggregate Debt Service....3
Authorized Amount....3
Authorized Officer....3
Average Aggregate Debt Service....3
Bond Fund....3
Bonds....3
Bondholder....4
Business Day....4
Calendar Year....4
Capital Appreciation Bonds....4
City Recorder....4
Code....4
Commercial Paper Program....4
Completion Date....5
Construction Bonds....5
Construction Fund....5
Cost of Construction....5
Council....6
Current Interest Bonds....6
Debt Service....6
Debt Service Account....8
Debt Service Reserve Account....8
Debt Service Reserve Requirement....8
Depositary....9
Estimated Completion Date....9
Event of Default....9
Fiduciary....9
Fiscal Year....9
Fitch....9
Fund....9
Government Obligations....9
Indenture....10
Independent Public Accountant....10

Section Page

Interest Rate Swap 10
Investment Securities 10
Issuer 11
Mayor 12
Moody's 12
Opinion of Counsel 12
Outstanding 12
Paying Agent 13
Pledged Bonds 13
Principal 13
Principal Installment 13
Project 14
Project Account 14
Put Bond 14
Rating Agency 14
Rebate Fund 14
Record Date 14
Redemption Price 14
Refunded Debt 15
Refunding Bonds 15
Remarketing Agent 15
Repayment Obligations 15
Reserve Instrument 15
Reserve Instrument Agreement 15
Reserve Instrument Costs 15
Reserve Instrument Coverage 16
Reserve Instrument Issuer 16
Reserve Instrument Limit 16
Reserve Instrument Repayment Obligations 16
Revenue Fund 16
Revenues 16
Security Instrument 17
Security Instrument Agreement 17
Security Instrument Costs 17
Security Instrument Issuer 17
Security Instrument Repayment Obligations 17
Series 18
Series Subaccount 18
Sinking Fund Installment 18
S&P 18
State 18
Supplemental Indenture 18
Swap Counterparty 18
Tax Exemption Certificate 19

Section Page

Transfer Agent 19
Transportation Sales Tax Act....19
Trustee....19
Variable Rate Bonds 19
Written Certificate of the Issuer, Written Request of the Issuer, Written Statement of the Issuer 19
Year....20
Section 1.02. Authority for the Indenture 20
Section 1.03. Indenture to Constitute a Contract; Equal Security 20

ARTICLE II AUTHORIZATION AND ISSUANCE OF BONDS....20

Section 2.01. Authorization of Bonds....20
Section 2.02. General Provisions for the Issuance of Bonds 20
Section 2.03. Special Provisions for the Issuance of Construction Bonds 23
Section 2.04. Special Provisions for the Issuance of Refunding Bonds 25
Section 2.05 Provisions Regarding Bonds Secured by a Security Instrument 26

ARTICLE III TERMS AND PROVISIONS OF BONDS....27

Section 3.01. Terms of Bonds....27
Section 3.02. Execution of Bonds....28
Section 3.03. Transfer of Fully-Registered Bonds....29
Section 3.04. Exchange of Bonds 29
Section 3.05. Bond Registration Books 29
Section 3.06. Bonds Mutilated, Lost, Destroyed or Stolen....30

ARTICLE IV REDEMPTION OF BONDS....30

Section 4.01. Privilege of Redemption of Bonds....30
Section 4.02. Selection of Bonds for Redemption....30
Section 4.03. Notice of Redemption 31
Section 4.04. Effect of Redemption; Disposition of Redeemed Bonds; Partial Redemption....32

ARTICLE V PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF....32

Section 5.01. The Pledge Effected by the Indenture....32
Section 5.02. Establishment of Funds....32
Section 5.03. Construction Fund....33
Section 5.04. Revenues and Revenue Fund....34
Section 5.05. Reserved....34
Section 5.06. Flow of Funds 35
Section 5.07. Bond Fund - Debt Service Account....36
Section 5.08. Bond Fund - Debt Service Reserve Account 37

Section Page

Section 5.09. Purchase of Bonds....38

ARTICLE VI COVENANTS OF THE ISSUER....38

Section 6.01. Punctual Payment of Bonds....38
Section 6.02. No Impairment of Revenues....39
Section 6.03. Against Encumbrances; Further Assurances....39
Section 6.04. Covenant of State of Utah....39
Section 6.05. Accounts and Reports....39
Section 6.06. Maintenance of Paying Agents....40
Section 6.07. Compliance with Indenture....40
Section 6.08. Power to Issue Bonds and Pledge Revenues and Other Funds....41
Section 6.09. General....41

ARTICLE VII THE TRUSTEE AND THE PAYING AGENTS....41

Section 7.01. Appointment of Trustee....41
Section 7.02. Paying Agents; Appointment and Acceptance of Duties; Removal....42
Section 7.03. Terms and Conditions of the Trusts....42
Section 7.04. Intervention by the Trustee....46
Section 7.05. Successor Trustee....46
Section 7.06. Concerning Any Successor Trustee....46
Section 7.07. Compensation of the Trustee and Its Lien....46
Section 7.08. Appointment of Co-Trustee....47
Section 7.09. Appointment, Duties and Term of Remarketing Agent....48
Section 7.10. Appointment, Duties and Term of Transfer Agent....48

ARTICLE VIII MODIFICATION OR AMENDMENT OF INDENTURE....48

Section 8.01. Amendments Permitted....48
Section 8.02. Bondholders' Meetings....51
Section 8.03. Amendment by Written Consent....51
Section 8.04. Disqualified Bonds....52
Section 8.05. Effect of Modification or Amendment....52
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments....52

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES OF BONDHOLDERS....53

Section 9.01. Events of Default....53
Section 9.03. Accounting and Examination of Records After Default....54
Section 9.04. Application of Revenues and Other Moneys After Default....54
Section 9.05. Rights and Remedies of Bondholders....56
Section 9.06. Appointment of Receiver....57
Section 9.07. Non-Waiver....57
Section 9.08. Remedies Not Exclusive....58

Section Page

ARTICLE X DEPOSITS AND INVESTMENT OF FUNDS....58

Section 10.01. Deposits....58
Section 10.02. Investment of Funds....59

ARTICLE XI DEFEASANCE....60

Section 11.01. Discharge of Indebtedness....60
Section 11.02. Unclaimed Moneys....61

ARTICLE XII MISCELLANEOUS....61

Section 12.01. Limited Liability of Issuer....61
Section 12.02. Benefits of Indenture Limited to Parties....62
Section 12.03. Successor is Deemed Included in All References to Predecessor....62
Section 12.04. Execution of Documents by Bondholders....62
Section 12.05. System of Registration....63
Section 12.06. Plan of Financing....63
Section 12.07. Waiver of Notice....63
Section 12.08. Cremation or Destruction of Canceled Bonds....63
Section 12.09. Governing Law....63
Section 12.10. Article and Section Headings....63
Section 12.11. Partial Invalidity....63

SIGNATURES....64

MASTER TRUST INDENTURE
PROVIDING FOR THE ISSUANCE OF
TRANSPORTATION SALES TAX REVENUE BONDS

THIS MASTER TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF TRANSPORTATION SALES TAX REVENUE BONDS, dated as of January 1, 2026, by and between Provo City, Utah, (the *"Issuer"*) and Zions Bancorporation, National Association, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trust hereby created, and having its principal place of business in Salt Lake City, Utah (the *"Trustee"*):

WITNESSETH:

WHEREAS, the Municipal Council of the Issuer has determined that the public interest and necessity demand the acquisition and construction of improvements and extensions to the Issuer's municipal airport (the *"Airport"*);

NOW, THEREFORE, the Issuer and the Trustee agree as follows for the benefit of the other and for the benefit of the owners of the Bonds issued pursuant to this Indenture:

GRANTING CLAUSE

In order to secure the payment of Principal, Redemption Price and interest on the Bonds and of Repayment Obligations in accordance with their terms and the provisions of the Indenture, and to secure the observance and performance of all the covenants contained herein, in the Bonds and the Repayment Obligations, the Issuer hereby assigns and pledges to the Trustee and grants to the Trustee a security interest in all right, title and interest of the Issuer in and to (1) the proceeds of sale of the Bonds, (2) the Revenues, and (3) all Funds established or confirmed by the Indenture (except as provided in Section 5.01), including the investments, if any, thereof, subject to any required rebate of all or a portion of the earnings on such investments to the United States of America pursuant to the requirements of Section 148(f) of the Code, and all other rights hereinafter granted for the further securing of said Bonds and Repayment Obligations (collectively, the *"Trust Estate"*), subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, such Trust Estate to be held:

> FIRST, for the equal and proportionate benefit, security and protection of all Bondholders and all Security Instrument Issuers, without preference, priority or distinction as to security or otherwise of any of the Bonds, or Security Instrument Repayment Obligations over any of the others, except as otherwise expressly provided in or permitted by the Indenture, by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever; and

SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Issuers, without preference, priority or distinction as to security or otherwise of any Reserve Instrument Repayment Obligations over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

DEFINITIONS, STATUTORY AUTHORITY AND EQUALITY OF BONDS

Section 1.01. Definitions. Unless the context otherwise requires:

(a) The terms defined in this Section shall, for all purposes of the Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified; and

(b) Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, trusts, corporations or governments or agencies or political subdivisions thereof.

ACCOUNT

"Account" means one of the accounts established pursuant to Section 5.02.

ACCRETED AMOUNT

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

ACCRUED DEBT SERVICE

"Accrued Debt Service" means, as of any date of calculation, the amount of Debt Service that has accrued with respect to any Series of Bonds and any related Security Instrument Repayment Obligation, calculating the Debt Service that has accrued with respect to each Series of Bonds (other than Pledged Bonds) and each related Security Instrument Repayment Obligation as an amount equal to the sum of (1) the interest on the Bonds of such Series (other than interest on Capital Appreciation Bonds constituting an Accreted Amount thereof) and on any related Security Instrument Repayment Obligation that has accrued and is unpaid and that will have accrued by the end of the then current calendar month, and (2) that portion of all Principal Installments payable within the twelve-month period following the date of calculation for the Bonds of such Series and on any related Security Instrument Repayment Obligation that would

have accrued (if deemed to accrue in the same manner as interest accrues) by the end of the then current calendar month.

ACT

"Act" means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and all laws amendatory thereof or supplemental thereto.

AGGREGATE DEBT SERVICE

"Aggregate Debt Service" means, as of any date of calculation and with respect to any period, the sum of the amounts of Debt Service for all Series of Bonds Outstanding and any Repayment Obligations outstanding for such period.

AUTHORIZED AMOUNT

"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 OFFICER

"Authorized Officer" means the Mayor, the City Recorder, the Director of Administrative Services, the Division Director of Finance, the Chief Administrative Officer, and any other person authorized by Indenture of the Council to perform the act or sign the document in question.

AVERAGE AGGREGATE DEBT SERVICE

"Average Aggregate Debt Service" means, as of any date of calculation, the Aggregate Debt Service on all Series of Bonds Outstanding as computed for each Fiscal Year during which any Series of Bonds is Outstanding or any of the Repayment Obligations are outstanding, divided by the number of such Fiscal Years.

BOND FUND

"Bond Fund" means the Fund by that name established in Section 5.02.

BONDS

"Bonds" means the bonds, notes or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to the Indenture. The term Bonds includes Construction Bonds and Refunding Bonds.

BONDHOLDER

"Bondholder," "Holder of Bonds," "Owner" or any similar term, means any person who shall be the registered owner of any Bond or Bonds.

BUSINESS DAY

"Business Day" means a day of the year which is not a Saturday, Sunday or legal holiday in the State or a day on which the Trustee, any Transfer Agent, any Security Instrument Issuer or any Reserve Instrument Issuer is authorized or permitted to close.

CALENDAR YEAR

"Calendar Year" means the period commencing on January 1 of each year and terminating on the next succeeding December 3l.

CAPITAL APPRECIATION BONDS

"Capital Appreciation Bonds" means Bonds the interest on which (1) 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 (2) is payable upon maturity or redemption of such Bonds.

CITY RECORDER

"City Recorder" means the duly appointed or elected City Recorder of the Issuer, any successor to the principal functions thereof, or in the event of absence, incapacity or inability, the person authorized by law or designated by the Council to perform the functions of the City Recorder.

CODE

"Code" means the Internal Revenue Code of 1986, as amended and supplemented from time to time. Each reference herein to a section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such provisions that are applicable to the Indenture, including the Bonds, the use of Bond proceeds or a Project.

COMMERCIAL PAPER PROGRAM

"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.

COMPLETION DATE

"Completion Date" means the date of substantial completion of a Project as that date shall be certified as provided in Section 5.03(i) hereof.

CONSTRUCTION BONDS

"Construction Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 2.03, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

CONSTRUCTION FUND

"Construction Fund" means the Fund by that name established in Section 5.02.

COST OF CONSTRUCTION

"Cost of Construction" means the costs of the Issuer properly attributable to the financing, acquisition, construction, reconstruction, modification or improvement of a Project, and all expenses preliminary and incidental thereto incurred by the Issuer in connection therewith and in the issuance of the Bonds, including all engineering, fiscal and legal expenses and costs of issuance, printing and advertising for which funds may be disbursed from the Construction Fund and the establishment of necessary reserves and payment of interest during construction, including but not limited to:

(1) Payment of the costs of acquiring, constructing, reconstructing, modifying, or improving a Project.

(2) Payment of the initial or acceptance fee of the Trustee.

(3) 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 Cost of Construction.

(4) Costs for obtaining any insurance policies or surety bonds with respect to a Project by the Issuer during the acquisition, construction, reconstruction, modification or improvement of such Project.

(5) Payment of audit fees and expenses for maintenance of construction records required to be kept with respect to a Project.

(6) Payment of the costs of any necessary litigation and the obtaining of all necessary permits, licenses and rulings.

(7) Payment of the costs of issuance of the Bonds, including legal, accounting, fiscal agent and underwriting fees and expenses, payments and fees due under any agreement pursuant to which any Series of Bonds is sold, bond insurance premiums, bond discount, printing and engraving costs, and fees of rating agencies, incurred in connection with the authorization, sale and issuance of the Bonds and preparation of the Indenture and Supplemental Indenture pursuant to which the Bonds will be issued and fees, charges or other amounts coming due under any Security Instrument Agreement or Reserve Instrument Agreement.

(8) Payment of interest on the Bonds estimated to fall due during the period of construction of a Project and for up to twelve (12) months thereafter (or such different period as may then be permitted by law).

(9) The amount, if any, to be deposited into any Series Subaccount in the Debt Service Reserve Account pursuant to paragraph (11) of Section 2.02(a) and to provide for any other reserves to the extent permitted by law.

(10) Payment of any other costs and expenses relating to a Project, including Security Instrument Costs, Reserve Instrument Costs and fees and expenses of the Trustee during the acquisition, construction, reconstruction, modification or improvement of a Project.

(12) Amounts necessary to provide working capital related to a Project to the extent permitted by law.

COUNCIL

"Council" means the Municipal Council of the Issuer, or any other governing body of the Issuer hereafter provided for by law.

CURRENT INTEREST BONDS

"Current Interest Bonds" means Bonds not constituting Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the interest payment dates provided therefor in a Supplement Indenture.

DEBT SERVICE

"Debt Service" means for any particular Fiscal Year and for any Series of Bonds, for any Security Instrument Repayment Obligations under a Security Instrument Agreement and for any Reserve Instrument Repayment Obligations under a Reserve Instrument Agreement, an amount equal to the sum of:

(a) all interest (net of any amounts deposited with the Trustee pursuant to Section 2.03(b)(2) and available to pay interest on Bonds) payable during such Fiscal Year

on such Bonds (other than Pledged Bonds) Outstanding and on any Repayment Obligations then outstanding, plus

(b) the Principal Installments during such Fiscal Year on (i) 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 (ii) any Repayment Obligations then outstanding;

provided, however, that

(1) when calculating interest payable during such Fiscal Year for any Series of Variable Rate Bonds (for which there is no Interest Rate Swap) or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Fiscal Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at the average of the variable rates applicable to such Series of Variable Rate Bonds or related Repayment Obligations during any twenty-four month period (or a shorter period, commencing on the date of issuance of a Series of Variable Rate Bonds or the date of incurring the related Repayment Obligations) ending within sixty (60) days prior to the date of computation, or, with respect to any Series of Variable Rate Bonds or related Repayment Obligations for which such an average of the variable rates cannot be determined, at a rate certified by the Issuer's financial advisor, underwriter or other agent, including a Remarketing Agent, to be the rate of interest such Series of Variable Rate Bonds or related Repayment Obligations would bear if issued on the date of computation in the same amount, with the same maturity or maturities, with the same security, and bearing interest at a variable rate computed in a comparable manner;

(2) when calculating interest payable during such Fiscal Year for any Series of Variable Rate Bonds which are issued with an Interest Rate Swap in which the Issuer has agreed to pay a fixed rate and the Swap Counterparty has agreed to pay a variable rate that approximates the variable rate payable on such Series of Variable Rate Bonds, such Series of Variable Rate Bonds shall be deemed to bear interest at the fixed rate of such Interest Rate Swap; provided that such fixed rate may be utilized only so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Fiscal 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 variable rate and the Swap Counterparty has agreed to pay a fixed rate that an Authorized Officer of the Issuer certifies in a Written Certificate of the Issuer approximates the fixed rate payable on such Series of Bonds, it shall be assumed that such Series of Bonds shall bear interest at a variable rate certified by the Issuer's financial advisor, underwriter or other agent, including a Remarketing Agent, to be the rate of interest

such Series of Bonds would bear if issued on the date of computation in the same amount, with the same maturity or maturities, with the same security, and bearing interest at a variable rate computed in a comparable manner; provided that such variable rate shall be utilized only so long as such Interest Rate Swap is contracted to remain in full force and effect; and

(4) when calculating interest payable during such Fiscal Year with respect to any Commercial Paper Program, "*Debt Service*" shall mean an amount equal to the sum of all principal and interest payments that would be payable during such Fiscal 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 the period during which obligations can be issued under such Commercial Paper Program, and bearing interest (A) at an interest rate equal to the average of the interest rates applicable to such Commercial Paper Program during any consecutive 12-month period during the immediately preceding 24 months (or a shorter period, commencing on the date obligations are first issued under the Commercial Paper Program) ending within 30 days prior to the date of computation, or (B) with respect to any Commercial Paper Program for which such an average of the interest rates cannot be determined, at an interest rate certified by the Issuer's financial advisor, underwriter or other agent, including a Remarketing Agent, to be the rate of interest that obligations of the Commercial Paper Program would bear if issued on the date of computation in the Authorized Amount, with the same security, bearing interest at a variable rate computed in a comparable manner.

DEBT SERVICE ACCOUNT

"Debt Service Account" means the Account in the Bond Fund by that name established in Section 5.02.

DEBT SERVICE RESERVE ACCOUNT

"Debt Service Reserve Account" means the Debt Service Reserve Account in the Bond Fund established in Section 5.02.

DEBT SERVICE RESERVE REQUIREMENT

"Debt Service Reserve Requirement" means, with respect to each Series of Bonds for which a Series Subaccount corresponding to such Series of Bonds has been established in a Debt Service Reserve Account, the amount specified in the Supplemental Indenture establishing such Series Subaccount.

DEPOSITARY

"Depositary" means any bank or trust company selected by the Issuer and satisfactory to the Trustee as a depositary of moneys and securities held under the provisions of the Indenture and may include the Trustee.

ESTIMATED COMPLETION DATE

"Estimated Completion Date" means the estimated date upon which a Project will have been substantially completed in accordance with the plans and specifications applicable thereto as that date shall be set forth in a Written Certificate of the Issuer.

EVENT OF DEFAULT

"Event of Default" has the meaning specified in Section 9.01.

FIDUCIARY

"Fiduciary" or *"Fiduciaries"* means the Trustee, the Paying Agents, any Transfer Agent, any Depositary, or any or all of them, as may be appropriate.

FISCAL YEAR

"Fiscal Year" means the annual accounting period of the Issuer as from time to time in effect, initially a period commencing on July 1 of each Calendar Year and ending on the next succeeding June 30.

FITCH

"Fitch" means Fitch Ratings, its successors and assigns.

FUND

"Fund" means one of the funds confirmed and established pursuant to Section 5.02. The term "Fund" does not include any Rebate Fund.

GOVERNMENT OBLIGATIONS

"Government Obligations" means:

(1) Direct obligations (including obligations issued or held in book-entry form on the books of the Department of Treasury) of the United States of America, securities unconditionally guaranteed by, or backed by the full faith and credit of, the United States of America, and evidences of ownership interests in such direct or unconditionally-guaranteed obligations; and

(2) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which: (A) are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice; (B) are rated, based on the escrow, in the highest rating category of AIRPORT and Moody's; and (C) are fully-secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in clause (1) above, which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable notice, as appropriate.

INDENTURE

"Indenture" means this Master Indenture Providing for the Issuance of Transportation Sales Tax Revenue Bonds, as from time to time amended or supplemented by Supplemental Indentures.

INDEPENDENT PUBLIC ACCOUNTANT

"Independent Public Accountant" means any certified public accountant or firm of such accountants appointed and paid by the Issuer, and who, or each of whom: (1) is in fact independent and not under domination of the Issuer; (2) does not have any substantial interest, direct or indirect, with the Issuer; and (3) is not connected with the Issuer as an officer or employee of the Issuer, but who may be regularly retained to make annual or other audits of the books of or reports to the Issuer.

INTEREST RATE SWAP

"Interest Rate Swap" means an interest rate exchange agreement between the Issuer or the Trustee and a Swap Counterparty related to Bonds of one or more Series whereby 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. 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.

INVESTMENT SECURITIES

"Investment Securities" means any of the following securities, if and to the extent that the same are at the time legal for investment of the Issuer's funds:

(1) Government Obligations;

(2) Bonds, debentures or notes issued by, or fully guaranteed as to principal and interest by, the following agencies or instrumentalities of the United States in which a

market is made by a primary reporting government securities dealer: (a) Federal Farm Credit banks (consolidated Airport-wide bonds and notes only), (b) Federal Home Loan banks (senior debt obligations only), (c) Federal National Mortgage Association (mortgage-backed securities and senior debt obligations only), (d) Student Loan Marketing Association (senior debt obligations only), and (e) Federal Home Loan Mortgage Corporation (participation certificates and senior debt obligations only);

(3) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America: (a) Export-Import Bank, (b) Farm Credit Airport Financial Assistance Corporation, (c) Rural Economic Community Development Administration (formerly the Farmers Home Administration), (d) General Services Administration, (e) U.S. Maritime Administration, (f) Small Business Administration, (g) Government National Mortgage Association (GNMA), (h) U.S. Department of Housing & Urban Development (PHA's), (i) Federal Housing Administration, and (j) Federal Financing Bank.

(4) Money market funds rated "AAAm" or "AAAm--G" or better by AIRPORT;

(5) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by AIRPORT, and which matures not more than 270 days after the date of purchase;

(6) Bonds, notes or other evidences or indebtedness rated "AAA" by AIRPORT 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;

(7) U.S. dollar-denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by AIRPORT and "P-1" by Moody's and maturing not more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(8) the fund held by the Treasurer for the State and commonly known as the State Public Treasurer's Investment Fund; and

(9) Investments authorized by the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, and all laws amendatory thereof or supplemental thereto.

ISSUER

"Issuer" means Provo City City, Utah.

MAYOR

"Mayor" means the duly elected or appointed Mayor of the Issuer, any successor to the principal functions thereof, or in the event of absence, incapacity or inability, the person authorized by law or designated by the Council to perform the functions of the Mayor.

MOODY'S

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities Rating Agency, "Moody's" shall be deemed to refer to any other nationally recognized securities Rating Agency designated by the Issuer.

OPINION OF COUNSEL

"Opinion of Counsel" means a written opinion of counsel selected by the Issuer and satisfactory to the Trustee. Any Opinion of Counsel may be based, insofar as it relates to factual matters or information which is in the possession of the Issuer, upon a Written Certificate of the Issuer, unless such counsel knows, or in the exercise of reasonable care should have known, that such Written Certificate is erroneous.

OUTSTANDING

"Outstanding" means, as of any date of calculation (subject to the provisions of Section 8.04), all which by their terms have not expired and all Bonds which have been duly authenticated and delivered by the Trustee except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which cash funds or Investment Securities defined in clause (1) of the definition of "Investment Securities" shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds), *provided* that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the provisions of the Indenture or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated or delivered pursuant to the terms of Section 3.06, Section 4.04 or Section 8.06; and

(d) the Principal amount of any Bond issued pursuant to a Supplemental Indenture authorizing partial payment without cancellation if payment is noted on a payment record attached to such Bond provided such payment has been made.

PAYING AGENT

"Paying Agent" means any bank or trust company designated as paying agent for the Bonds of any Series, and its successor or successors hereinafter appointed in the manner provided in Section 7.02 of the Indenture.

PLEDGED BONDS

"Pledged Bonds" means any Bonds that have been pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations.

PRINCIPAL

"Principal" means (a) 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 pubic offering price being deemed interest), and (b) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

PRINCIPAL INSTALLMENT

"Principal Installment" means, as of any date of calculation (a) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (1) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (2) the unsatisfied balance (determined as provided in the definition of *"Sinking Fund Installment"* in this Section) 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, or (3) if such future dates coincide as to different Bonds of such Series, the sum of such Principal amount of Bonds and of such unsatisfied balance of such Sinking Fund Installment due on such future date plus such applicable redemption premiums, if any, and (b) with respect to any Repayment Obligation, the principal amount of such Repayment Obligation due on a certain future date.

PROJECT

"Project" means the acquisition, construction and completion of improvements, extensions or additions (or an interest therein) to facilities financed or refinanced with the Bonds, regardless of whether the Issuer shall hold title thereto, if and to the extent that the same shall be designated by the Issuer as a Project or facilities financed with Bonds in a Supplemental Indenture authorizing the issuance of a Series of Construction Bonds for such Project in accordance with Section 2.03. The Issuer need not become the owner of such improvements in order for them to constitute a Project.

PROJECT ACCOUNT

"Project Account" means the separate account for each Project in the Construction Fund pursuant to Section 5.03.

PUT BOND

"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 Holder of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Bond.

RATING AGENCY

"Rating Agency" means Moody's, S&P, or Fitch.

REBATE FUND

"Rebate Fund" means the fund, if any, established with respect to a Series of Bonds issued under the Indenture, to provide for the payment of rebate pursuant to the applicable provisions of the Code.

RECORD DATE

"Record Date" means, with respect to any interest payment date for any Series of Bonds, the date specified as the Record Date in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

REDEMPTION PRICE

"Redemption Price" means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to any Supplemental Indenture.

REFUNDED DEBT

"Refunded Debt" has the meaning specified in Section 2.04(a).

REFUNDING BONDS

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 2.04, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

REMARKETING AGENT

"Remarketing Agent" means a remarketing agent appointed by the Issuer pursuant to Section 7.09 and its successors under the Indenture.

REPAYMENT OBLIGATIONS

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

RESERVE INSTRUMENT

"Reserve Instrument" means an instrument or other device (other than a Security Instrument) issued by a Reserve Instrument Issuer and authorized or provided for in a Supplemental Indenture to satisfy all or any portion of the Debt Service Reserve Requirement, if any, for a Series of Bonds. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit, surety bonds, and other security instruments and other devices.

RESERVE INSTRUMENT AGREEMENT

"Reserve Instrument Agreement" means any outstanding agreement entered into by the Issuer and a Reserve Instrument Issuer pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Issuer of a Reserve Instrument.

RESERVE INSTRUMENT COSTS

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

RESERVE INSTRUMENT COVERAGE

"Reserve Instrument Coverage" means, as of any date of calculation and with respect to each Reserve Instrument, the amount available to be paid under such Reserve Instrument into the related Series Subaccount in the Debt Service Reserve Account to satisfy all or any portion of the Debt Service Reserve Requirement.

RESERVE INSTRUMENT ISSUER

"Reserve Instrument Issuer" 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 LIMIT

"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 related Series Subaccount in the Debt Service Reserve Account to satisfy all or any portion of the Debt Service Reserve Requirement, 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 on the corresponding Series of Bonds upon redemption pursuant to Section 4.01 or purchase pursuant to Section 5.09.

RESERVE INSTRUMENT REPAYMENT OBLIGATIONS

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument, any outstanding amounts payable by the Issuer under the Reserve Instrument Agreement or the Supplemental Indenture authorizing the use of such Reserve Instrument to repay the Reserve Instrument Issuer 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

"Revenue Fund" means the special fund of the Issuer known as the "City of Provo, Utah County, Utah Transportation Sales Tax Revenue Fund" established in Section 5.02, which is and shall continue to be kept separate and apart from any other Issuer funds and accounts.

REVENUES

"Revenues" means all of the local sales and use tax revenues received by the City pursuant to the Transportation Sales and Use Tax Act.

SECURITY INSTRUMENT

"Security Instrument" means an outstanding instrument or other device (other than a Reserve Instrument) 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.

SECURITY INSTRUMENT AGREEMENT

"Security Instrument Agreement" means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture providing for the issuance by such Security Instrument Issuer of a Security Instrument.

SECURITY INSTRUMENT COSTS

"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

"Security Instrument Issuer" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Security Instrument.

SECURITY INSTRUMENT REPAYMENT OBLIGATIONS

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument, 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. Each Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument shall specify any amounts payable under it which, when outstanding, shall constitute Security Instrument Repayment Obligations and shall specify the portions of any such amounts that are allocable as principal of and as interest on such Security Instrument Repayment Obligations.

SERIES

"Series" means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

SERIES SUBACCOUNT

"Series Subaccount" means the separate subaccount created for a Series of Bonds , in the Debt Service Account pursuant to Section 5.07 or in the Debt Service Reserve Account pursuant to Section 5.08, as the case may be.

SINKING FUND INSTALLMENT

"Sinking Fund Installment" means an amount so designated which is established pursuant to Section 2.02(a)(8). The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited pursuant to Section 5.06(c), 5.07(d) or 5.09 toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

S&P

"S&P" means S&P Global Ratings, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

STATE

"State" means the State of Utah.

SUPPLEMENTAL INDENTURE

"Supplemental Indenture" means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of this Indenture.

SWAP COUNTERPARTY

"Swap Counterparty" means a provider of an Interest Rate Swap, provided that such provider satisfies any applicable requirements of the Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

TAX EXEMPTION CERTIFICATE

"Tax Exemption Certificate" means any agreement, or certificate delivered by the Issuer in connection with the issuance of a Series of Bonds in order to assure the exclusion from gross income of interest received on such Series of Bonds.

TRANSFER AGENT

"Transfer Agent" means the Trustee and each and every additional agent appointed by the Issuer from time to time as the bond registrar and agent of the Issuer pursuant to Section 7.10 for the transfer and authentication of Bonds for so long as such appointment shall continue in effect.

TRANSPORTATION SALES TAX ACT

"Transportation Sales Tax Act" means the Local Option Sales and Use Taxes for Transportation Act, Title 59, Chapter 12, Part 22, Utah Code Annotated 1953, as amended, and all laws amendatory thereof or supplemental thereto.

TRUSTEE

"Trustee" means Zions Bancorporation, National Association, its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided herein.

VARIABLE RATE BONDS

"Variable Rate Bonds" means, Bonds that bear interest other than at a rate or rates that are fixed to maturity.

WRITTEN CERTIFICATE OF THE ISSUER, WRITTEN REQUEST OF THE ISSUER, WRITTEN STATEMENT OF THE ISSUER

"Written Certificate of the Issuer", *"Written Request of the Issuer"* and *"Written Statement of the Issuer"* means an instrument in writing signed on behalf of the Issuer by an Authorized Officer thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer signing such Written Certificate or Request or Statement knows, or in the exercise of reasonable care should have known, that the opinion or certificate with respect to the matters upon which such Written Certificate or Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of the

Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers may certify to different facts, respectively.

YEAR

"Year" means any period of twelve consecutive months.

Section 1.02. Authority for the Indenture. The Indenture is executed and delivered pursuant to the provisions of the Act.

Section 1.03. Indenture to Constitute a Contract; Equal Security. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the issuance by Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Issuers from time to time of Reserve Instruments, the Indenture shall be deemed to be and shall constitute a contract between and among the Issuer and the Holders from time to time of the Bonds, such Security Instrument Issuers and such Reserve Instrument Issuers, and the pledge made in the Indenture by the Issuer and the covenants and agreements set forth in the Indenture to be performed by the Issuer shall be, except as expressly provided in or permitted by the Indenture, for the benefit, security and protection of the parties as provided in the Granting Clause set forth at the beginning of the Indenture.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.01. Authorization of Bonds. Bonds designated as *"Transportation Sales Tax Revenue Bonds"* (or *"Transportation Sales Tax Revenue Notes,"* as appropriate) are hereby authorized to be issued by the Issuer under the Indenture. The maximum Principal amount of the Bonds which may be issued hereunder is not limited; *provided, however,* the Issuer reserves the right to limit or restrict the aggregate Principal amount of the Bonds which may at any time be issued or Outstanding hereunder. Bonds may be issued in such Series as from time to time shall be established and authorized by the Issuer. The Bonds may be issued in one or more Series pursuant to one or more Supplemental Indentures. Unless otherwise provided in a Supplemental Indenture, the designation of the Bonds shall include, in addition to the name *"Transportation Sales Tax Revenue Bonds"* (or *"Transportation Sales Tax Revenue Notes,"* as appropriate), such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

Section 2.02. General Provisions for the Issuance of Bonds. (a) Whenever the Issuer shall determine to issue any Series of Bonds, the Issuer shall execute and deliver a Supplemental Indenture which shall specify or provide for the following:

(1) The purpose for which such Series of Bonds is to be issued, which shall be for a purpose set forth in Section 2.03, Section 2.04 or Section 2.05, or a combination of such purposes;

(2) The authorized Principal amount and Series designation of such Series of Bonds;

(3) The date, any Record Date and the maturity date or dates of the Bonds of such Series;

(4) The interest payment dates and the interest rate or rates (including a zero interest rate) of the Bonds of such Series, or the manner of determining such rate or rates, *provided* that if such Bonds are Variable Rate Bonds, the Supplemental Indenture authorizing such Series of Bonds shall specify the maximum rate of interest such Bonds may bear;

(5) The authorized denominations of the Bonds of such Series;

(6) Any Paying Agents and the places of payment of the Principal and Redemption Prices, if any, of, and interest on, the Bonds of such Series, and, if other than the Trustee, any Transfer Agents and the places where Bonds may be registered for transfer or exchange;

(7) The Redemption Prices, if any, and subject to Article IV, the redemption terms, if any, for the Bonds of such Series;

(8) The amount and due date of each Sinking Fund Installment, if any, for the Bonds of such Series;

(9) The deposit, if any, of proceeds of the Bonds of such Series into the Construction Fund;

(10) The deposit of such proceeds, if any, representing accrued interest on such Series of Bonds to the date of delivery thereof into the Series Subaccount established for such Series of Bonds in the Debt Service Account;

(11) The Debt Service Reserve Requirement for such Series of Bonds, if any, pursuant to Section 5.08 and the deposit of such proceeds, if any, into any Series Subaccount established for such Series of Bonds in the Debt Service Reserve Account;

(12) The form of the Bonds of such Series;

(13) To the extent applicable, any Security Instrument or Reserve Instrument authorized to be executed and delivered by the Issuer in connection with the issuance of the Bonds of such Series; and

(14) Any further covenants by the Issuer required by any Security Instrument Issuer, Reserve Instrument Issuer or purchaser of Bonds or otherwise deemed necessary or desirable by the Issuer.

The Supplemental Indenture shall establish a separate Series Subaccount in the Debt Service Account for each Series of Bonds and, if a Debt Service Reserve Requirement has been established for such Series of Bonds, shall also establish a separate Series Subaccount in the Debt Service Reserve Account for such Series of Bonds.

(b) The Bonds of any Series shall be executed by the Issuer for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer upon the Written Request of the Issuer, but only upon receipt by the Trustee of the following documents or moneys or securities, all of such documents dated or certified, as the case may be, as of the date of such delivery by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

(1) An executed copy of the Supplemental Indenture authorizing the issuance of the Bonds of such Series;

(2) A Written Request of the Issuer as to the delivery of the Bonds of such Series;

(3) A Written Certificate of the Issuer (A) setting forth the Average Aggregate Debt Service upon the issuance of such Series of Bonds, (B) setting forth the total Revenues of the Issuer for the Fiscal Year immediately preceding the Fiscal Year in which the Supplemental Indenture authorizing such Series of Bonds is adopted, (C) demonstrating that such Average Annual Debt Service does not exceed 80% of such total Revenues and (D) containing such additional statements as may be reasonably necessary to show compliance with the requirements of Section 11-14-17.5(4) of the Local Government Bonding Act; *provided, however,* that the requirements of this subparagraph (6) shall at all times be deemed to conform to, and shall without further action by the Issuer be amended or supplemented so as to conform to, any applicable debt service coverage requirements imposed by the Local Government Bonding Act upon bonds payable from and secured by a pledge of tax revenues under the Transportation Sales Tax Act;

(4) An Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that (A) the Issuer has the power under the Act, as amended to the date of such Opinion, to issue the Bonds of such Series, to execute and deliver the Indenture, and the Indenture has been duly and lawfully executed and delivered by the Issuer, is in full force and effect and is valid and binding upon the Issuer and enforceable in accordance with its terms, and no other authorization for the Indenture is required; (B) the Indenture creates the valid pledge which it purports to create of the Revenues, moneys, securities and funds held or set aside under the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; (C) the Bonds of such Series are valid and binding special obligations of the Issuer, enforceable in accordance with their terms and the terms of the Indenture and entitled to

the benefits of the Indenture and the Act as amended to the date of such Opinion; and (D) the Bonds of such Series have been duly and validly authorized and issued in accordance with law and the Indenture; *provided, however,* that such Opinion of Counsel may contain limitations acceptable to the purchaser of such Series of Bonds, including limitations as to enforcement by bankruptcy or similar laws, equity principles, sovereign police powers, and federal powers;

(5) The amounts, if any, necessary for deposit into the Construction Fund, the appropriate Series Subaccount in the Debt Service Account, the appropriate Series Subaccount, if any, and in the Debt Service Reserve Account; and

(6) Such further documents, moneys and securities as are required by the provisions of Section 2.03, Section 2.04 or Section 2.05 or of any Supplemental Indenture.

(c) The Issuer may authorize by Supplemental Indenture the use 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.

(d) The Issuer may authorize by Supplemental Indenture 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.

(e) 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 prior to or on a parity with the pledge contained in Section 5.01. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents or other agents as the Issuer may determine.

(f) The Issuer may authorize by Supplemental Indenture such other provisions relating to a Series of Bonds as are permitted by law and are consistent with the provisions of the Indenture.

(g) After the original issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Section 4.04 or Section 8.06.

(h) Notwithstanding any provision of this Section 2.02 to the contrary, a Supplemental Indenture may provide for the delivery of a Series of Bonds, issued in the form of a single Bond in installments to be noted by the Trustee in a delivery schedule attached thereto.

Section 2.03. Special Provisions for the Issuance of Construction Bonds. (a) One or more Series of Construction Bonds may be authenticated and delivered upon original issuance from time to time in such Principal amount for each such Series as may be determined by the Issuer for the purpose of paying or providing for the payment of all or a portion of the Cost of Construction of a Project. Each such Series shall be in such Principal amount which, when taken together with funds previously used or to be provided by the Issuer for such Project, will provide the Issuer with

sufficient funds to pay the estimated Cost of Construction of such Project, as set forth in the Written Certificate of the Issuer furnished pursuant to Section 2.03(c)(1).

(b) Each Supplemental Indenture authorizing the issuance of a Series of Construction Bonds:

(1) shall specify the Project for which the proceeds of such Series of Construction Bonds will be applied; and

(2) may require the Issuer to deposit a specified amount of money from the proceeds of the sale of such Series of Construction Bonds or from other legally available sources into a Project Account in the Construction Fund to pay when due all or a portion of the interest on such Series of Construction Bonds accrued and to accrue to the Estimated Completion Date set forth in the Written Certificate of the Issuer delivered with respect to such Series of Construction Bonds pursuant to Section 2.03(c)(1), plus interest to accrue on such Series of Construction Bonds after the Estimated Completion Date for up to one Year (or such different period as may then be permitted by law).

(c) Each Series of Construction Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02) of a Written Certificate of the Issuer which shall:

(1) set forth the then Estimated Completion Date and the then estimated Cost of Construction of the Project being financed by such Series of Bonds;

(2) state that, upon the authentication and delivery of the Bonds of such Series, no event will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under the Indenture;

(3) set forth the Revenues for the most recent Fiscal Year for which audited financial statements are available;

(4) set forth the Maximum Annual Debt Service upon the issuance of the proposed Series of Construction Bonds, together with any adjustments to the Maximum Annual Debt Service permitted by Section 2.03(d); and

(5) demonstrate that the Revenues set forth in (3) above are equal to or greater than [125]% of the Maximum Annual Debt Service set forth in (4) above.

(d) In determining the Maximum Annual Debt Service, the Issuer may reduce the Debt Service on any Series of Bonds for any Fiscal Year by the amount of capitalized interest available to pay the interest on such Bonds in such Fiscal Year pursuant to Section 2.03(b)(2).

(e) The proceeds, including accrued interest, of the Construction Bonds of each Series shall be deposited simultaneously with the delivery of such Bonds into the Construction Fund and, to the extent permitted by law and the provisions of the Indenture, in any other Funds or Accounts

or such other funds or accounts as may be established by the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds in such amounts as may be provided in such Supplemental Indenture; and

(f) There may also be deposited from any legally available source, to the extent permitted by law and the provisions of the Indenture, in the Funds and Accounts or such other funds or accounts as may be established by the Supplemental Indenture, such amounts, if any, as may be provided in the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds.

Section 2.04. Special Provisions for the Issuance of Refunding Bonds. (a) One or more Series of Refunding Bonds may be issued in such principal amount which, when taken together with other legally available funds, will provide the Issuer with funds which will be sufficient to accomplish the refunding of the Refunded Bonds including the payment of all expenses and the establishment of any reserves in connection with such refunding.

(b) Each Supplemental Indenture authorizing the issuance of a Series of Refunding Bonds shall specify the Refunded Bonds to be refunded.

(c) Each Series of Refunding Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02) of the following documents or moneys or securities (or if such documents or moneys or securities are to be delivered to the trustee or debtor for the other borrowings, to such trustee or debtor, with a copy or other evidence of such delivery to the Trustee):

(1) Either

(A) a Written Certificate of the Issuer which shall:

(i) set forth the Aggregate Debt Service on the Refunded Bonds for each Fiscal Year to and included the scheduled final maturity date thereof,

(ii) set forth the Aggregate Debt Service on the Refunding Bonds for each Fiscal Year to and included the scheduled final maturity date thereof, and

(iii) demonstrate that the Aggregate Debt Service for each such Fiscal Year set forth pursuant to clause (ii) is no greater than one hundred and ten percent (110%) of the Aggregate Debt Service for each such Fiscal Year set forth pursuant to clause (i), and containing such additional statements as may be reasonably necessary to show compliance with the requirements of the Indenture; or

(B) A Written Certificate of the Issuer which shall:

(i) set forth the Revenues for the most recent Fiscal Year for which such audited financial statements are available;

(ii) set forth the Maximum Annual Debt Service upon the issuance of the proposed Series of Refunding Bonds, together with any adjustments to the Maximum Annual Debt Service permitted by Section 2.03(d); and

(ii) demonstrate that the Revenues set forth in (3) above are equal to or greater than 125% of the Maximum Annual Debt Service set forth in (4) above.

(2) Irrevocable instructions to the Trustee (or such trustee or lender or its designee, as appropriate), satisfactory to it, to give due notice of redemption of all the Refunded Bonds on the redemption date or dates specified in such instructions;

(3) If the Refunded Bonds are not by their terms subject to redemption within the next succeeding ninety (90) days, irrevocable instructions to the Trustee (or such trustee or lender or its designee, as appropriate), satisfactory to it, to mail the notice provided for in Section 11.01(b) (or any similar provision for other borrowings, as appropriate) to the holders of the Refunded Bonds;

(4) Either (A) moneys in an amount sufficient to effect payment at the applicable redemption price of the Refunded Bonds, together with accrued interest to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents (or such trustee or lender or its designee, as appropriate) in a separate account irrevocably in trust for and assigned to the respective holders of the Refunded Bonds, or (B) Government Obligations (or similar investments as provided for in the documents relating to other borrowings, as appropriate) in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of Section 11.01(b) (or any similar provision for other borrowings, as appropriate), which Government Obligations and moneys shall be held in trust and used only as provided in such Section.

(d) A Series of Refunding Bonds may be combined with a Series of Construction Bonds.

Section 2.05. Provisions Regarding Bonds Secured by a Security Instrument. (a) 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:

(1) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (A) the Security Instrument Issuer shall be deemed to be the Holder of the Outstanding Bonds of such Series when the approval, consent or action of the Bondholders for such Series of Bonds is required or may be exercised under the Indenture and following an Event of Default, and (B) the Indenture

may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent.

(2) 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 Bondholders of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondholders in accordance with the terms of such Security Instrument.

(b) 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.

ARTICLE III

TERMS AND PROVISIONS OF BONDS

Section 3.01. Terms of Bonds. (a) The Principal and Redemption Price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or at the principal office of any Paying Agent or otherwise as provided in a Supplemental Indenture with respect to a Series of Bonds. Unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, payment of interest on any Bond shall be made to the registered owner thereof as of the close of business on the Record Date and shall be paid by check mailed to the registered owner thereof at the address of such registered owner as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner prior to the Record Date.

(b) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, the Bonds of any Series shall be issued in fully-registered form without coupons. Each Series of Bonds shall be in such denominations as may be authorized by the Supplemental Indenture authorizing the issuance of the Bonds of such Series. A Supplemental Indenture may provide for the delivery of a Series of Bonds, issued in the form of a single fully-registered Bond, in installments to be noted by the Trustee in a delivery schedule attached to such Bond. Anything in this Indenture to the contrary notwithstanding, a Supplemental Indenture may provide that Bonds issued in such single fully-registered form may be submitted to the Trustee for notation of payment of installments and for notation of transfer, without requiring cancellation of such single fully-registered Bond. Such Supplemental Indenture may provide for transfer of such Bonds to a new Holder by delivery after such notation, and without cancellation.

(c) The Bonds of each Series shall be dated as of the issue date specified in the Supplemental Indenture pursuant to which such Series of Bonds is issued. Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, each fully-registered Bond of any Series shall bear interest from the interest payment date next preceding the date of

registration and authentication thereof unless it is registered as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Trustee, interest on the Bonds of such Series shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with the Act, custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Issuer prior to the authentication and delivery thereof.

(e) From and after the issuance of the Bonds of any Series, the findings and determinations of the Council respecting that Series shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue, and no bona fide purchaser of any such Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance, or to the application of the purchase price paid for such Bonds. The validity of the issuance of any Series of the Bonds shall not be dependent on or affected in any way by (1) any proceedings taken by the Issuer for the planning, acquisition, construction, reconstruction, modification or improvement of a Project, or (2) any contracts made by the Issuer in connection therewith, or (3) the failure to complete the planning, acquisition, construction, reconstruction, modification or improvement of a Project. The recital contained in the Bonds that the same are issued pursuant to the Act shall be conclusive evidence of their validity and of the regularity of their issuance and all the Bonds shall be incontestable from and after their issuance. Bonds shall be deemed to be issued, within the meaning of the Indenture, whenever the definitive Bonds, or any temporary Bonds exchangeable therefor, have been delivered to the purchasers thereof, and the purchase price thereof received, or in the case of Bonds to be refunded through exchange, whenever such exchange has been made.

Section 3.02. Execution of Bonds. (a) The Bonds shall be signed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Recorder, and its seal shall be thereunto affixed by the City Recorder, which may be by a facsimile of the Issuer's seal which is imprinted upon the Bonds. The Bonds shall then be delivered to the Trustee for manual authentication by it or by any Transfer Agent. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or by any Transfer Agent or issued by the Issuer, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Issuer as though such person who signed or attested the same had continued to be such officer of the Issuer. Also, any Bond may be signed or attested on behalf of the Issuer by any person who on the actual date of the execution of such Bond shall be the proper officer of the Issuer, although on the nominal date of such Bond any such person shall not have been such officer of the Issuer.

(b) Only such of the Bonds as shall bear thereon a certificate of authentication, executed by the Trustee or by any Transfer Agent, shall be valid or obligatory for any purpose or entitled to

the benefits of the Indenture, and such certificate of the Trustee or of any Transfer Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, the Indenture and that the Holder thereof is entitled to the benefits of the Indenture.

Section 3.03. Transfer of Fully-Registered Bonds. Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds:

(a) Any fully-registered Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 3.05, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation or, if applicable, notation of the new Holder together with the signature of the Trustee or any applicable Transfer Agent on the back of such Bond or on a form of record attached to such Bond for such purpose, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed.

(b) Whenever any fully-registered Bond shall be surrendered for transfer, the Trustee or any Transfer Agent shall authenticate and deliver a new fully-registered Bond or Bonds duly executed by the Issuer, for like aggregate principal amount or, if applicable, shall deliver the same Bond, duly annotated with the new Holder and signed by the Trustee or any applicable Transfer Agent on the back of such Bond or on a form of record attached to such Bond for such purpose. The Trustee or any Transfer Agent shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

(c) The Issuer, the Trustee and any Transfer Agent shall not be required (1) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the mailing of a notice of redemption of Bonds selected for redemption under Article IV and ending at the close of business on the day of such mailing, or (2) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

Section 3.04. Exchange of Bonds. Fully-registered Bonds may be exchanged at the principal corporate trust office of the Trustee or of any Transfer Agent for a like aggregate Principal amount of fully-registered Bonds of the same Series and maturity of other authorized denominations. The Trustee or any Transfer Agent shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, no such exchange shall be required to be made between each Record Date and the succeeding interest payment date.

Section 3.05. Bond Registration Books. The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

Section 3.06. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Issuer, at the expense of the Holder of such Bond, shall execute, and the Trustee or any Transfer Agent, shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee or any Transfer Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee or any Transfer Agent shall be cancelled by it and delivered to, or upon the order of, the Issuer. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and the Trustee and, if such evidence be satisfactory to both and indemnity as required by the Act or Utah law and satisfactory to the Trustee shall be given, the Issuer, at the expense of the owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer, and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds of the same Series secured by the Indenture. Neither the Issuer nor the Trustee shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the Principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Privilege of Redemption of Bonds. Any Series of Bonds subject to redemption prior to maturity pursuant to a Supplemental Indenture shall be redeemable, upon notice being given, at such times, at such Redemption Prices and upon such terms as provided in this Article and (in addition to and consistent with the terms contained in this Article) as may be specified in the Supplemental Indenture authorizing the issuance of the Bonds of such Series.

Section 4.02. Selection of Bonds for Redemption. Except as otherwise provided in a Supplemental Indenture:

(a) If less than all of the Bonds of any Series are called for redemption and if the Bonds of such Series shall mature on more than one date, the Bonds of such Series shall be redeemed from the Outstanding Bonds of such Series from such maturities as shall be determined by the Issuer in its discretion.

(b) If less than all of the Bonds of any Series maturing on any single date are called for redemption, the Trustee shall select the Bonds to be redeemed, from the Outstanding Bonds of such Series maturing on that date not previously called for redemption, in such manner as in the Trustee's sole discretion it shall deem appropriate and fair; *provided, however*, that subject to other applicable provisions of the Indenture or

of any Supplemental Indenture, the portion of any Bond to be redeemed shall be in a Principal amount equal to a denomination in which Bonds of such Series are authorized to be issued. In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the Principal amount of each Bond by the minimum denomination in which Bonds of such Series are authorized to be issued. If part but not all of a Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the Redemption Price on the portion thereof so called for redemption. The Issuer shall execute and the Trustee or any Transfer Agent shall authenticate and deliver to or upon the order of such Holder or his legal representative, without charge therefor, a Bond or Bonds of the same maturity and bearing interest at the same rate as the Bond so surrendered for the unredeemed portion of the surrendered Bond. The Trustee shall promptly notify the Issuer in writing of the Bonds or portions thereof selected for redemption.

Section 4.03. Notice of Redemption. Except as otherwise provided in a Supplemental Indenture:

(a) Notice of redemption shall be given by first-class mail, postage prepaid, not less than 30 nor more than 60 days before such redemption date, to the registered owner of such Bond, at his address as it appears on the bond registration books of the Trustee or at such address as he may have filed with the Trustee for that purpose, and shall be sent by first-class mail to any Security Instrument Issuer or Reserve Instrument Issuer with respect to such Series of Bonds, but neither failure to mail such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds. Each notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption, the Principal amount and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the distinctive numbers of the Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the Redemption Price thereof and interest accrued thereon to the redemption date.

(b) Notice of redemption shall be given by the Trustee for and on behalf and at the expense of the Issuer, at the Written Request of the Issuer. With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article XI hereof, such notice may state that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the Redemption Price of and interest on the Bonds to be redeemed, and that if such money 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 notice of redemption contains such a condition and such money is not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made. Unless the notice of redemption contains such a condition, the Issuer shall

deposit with, or otherwise make available to, the Trustee the money required for payment of the Redemption Price of and the accrued interest to the redemption date on all Bonds then to be called for redemption at least two days before the date fixed for such redemption.

Section 4.04. Effect of Redemption; Disposition of Redeemed Bonds; Partial Redemption. Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds:

(a) If notice of redemption has been duly given as aforesaid, and moneys for payment of the Redemption Price, together with interest to the redemption date on the Bonds so called for redemption, are held by the Trustee, then such Bonds shall, on the redemption date designated in such notice, become due and payable at the Redemption Price specified in such notice and interest accrued thereon to the redemption date; and from and after the date so designated interest on the Bonds so called for redemption shall cease to accrue.

(b) All Bonds redeemed in whole or in part pursuant to the provisions of this Article shall be cancelled by the Trustee or any Transfer Agent and shall thereafter be delivered to, or upon the order of, the Issuer.

(c) Upon surrender of any registered Bond redeemed in part only, the Issuer shall duly execute and the Trustee or any Transfer Agent shall authenticate and deliver to the registered owner thereof, at the expense of the Issuer, a new Bond or Bonds of the same Series and maturity and of authorized denominations equal in aggregate Principal amount to the unredeemed portion of the Bond surrendered.

ARTICLE V

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 5.01. The Pledge Effected by the Indenture. (a) The Bonds and the Repayment Obligations are special obligations of the Issuer payable from and secured by the Revenues and funds pledged therefor. There are hereby pledged for the payment of Principal, Redemption Price of and interest on the Bonds and of Repayment Obligations in accordance with their terms and the provisions of the Indenture, subject only to the provisions of the Indenture permitting the application of Revenues for the purposes and on the terms and conditions set forth in the Indenture, (1) the proceeds of sale of the Bonds, (2) the Revenues, and (3) all Funds (other than the Rebate Fund), including the investments, if any, thereof, subject to any required rebate of all or a portion of the earnings on such investments to the United States of America pursuant to the requirements of Section 148(f) of the Code.

Section 5.02. Establishment of Funds. The following Funds are hereby established and confirmed:

(1) Construction Fund, to be held by the Trustee,

(2) Revenue Fund, to be held by the Issuer, and

(3) Bond Fund, to be held by the Trustee, consisting of (A) a Debt Service Account in which the Trustee shall establish a separate Series Subaccount for each Series of Bonds and any related Security Instrument Repayment Obligations and (B) a Debt Service Reserve Account in which the Trustee shall establish a separate Series Subaccount for each Series of Bonds for which a Debt Service Reserve Requirement has been established.

The Issuer may, by Supplemental Indenture, establish one or more additional Funds or accounts.

Section 5.03. Construction Fund. (a) There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Indenture or any Supplemental Indenture.

(b) The Trustee shall establish within the Construction Fund a separate Project Account for each Project and may establish one or more subaccounts in each Project Account.

(c) The proceeds of insurance maintained in connection with a Project during the period of construction of such Project against physical loss of or damage to properties of the Project, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof, shall be paid into the appropriate Project Account in the Construction Fund.

(d) Amounts in each Project Account in the Construction Fund established for a Project shall be applied to pay the Cost of Construction of the Project. In the event and to the extent that proceeds of the sale of Bonds were deposited in a Project Account pursuant to Section 2.03(b)(2) to provide for the payment of capitalized interest, the Trustee shall, without further direction, during the period for which interest was capitalized, transfer from the Project Account and deposit into the appropriate Series Subaccount in the Debt Service Account, the amounts required to pay interest on the Bonds when due, subject to any limitations contained in the Supplemental Indenture authorizing such Bonds.

(e) Before any payment is made from any Project Account by the Trustee (except for transfers into Series Subaccounts in the Debt Service Account to pay interest on the Bonds as contemplated in (d) above), the Issuer shall file with the Trustee a Written Request of the Issuer, showing with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid, and stating that the obligation to be paid was incurred and is a proper charge against the Project Account. A form of such Written Request shall be provided in each applicable Supplemental Indenture. Each such Written Request shall be sufficient evidence to the Trustee that: (A) obligations in the stated amounts have been incurred by the Issuer and that each item thereof is a proper charge against the applicable Project Account; and (B) there has not been filed with or served upon the Issuer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such Written Request which has not been released or will not be released simultaneously with the payment of such obligation other than materialmen's or mechanics' liens accruing by mere operation of law.

(f) Upon receipt of each such Written Request, the Trustee shall pay the amounts set forth therein as directed by the terms thereof.

(g) The Issuer shall maintain on file with the Trustee a schedule of dates on which the Issuer estimates that money in each Project Account in the Construction Fund will be expended and the amounts estimated to be required on those dates. The Issuer may revise such schedule at any time to reflect changes in the estimated dates and amounts. Amounts in the Construction Fund shall be invested and reinvested by the Trustee in accordance with instructions received from an Authorized Officer of the Issuer to the fullest extent practicable in Investment Securities (or, to the extent permitted by a Supplemental Indenture executed and delivered pursuant to Section 10.02(a)(3), in other investments) maturing in such amounts and at such times as may be necessary to make funds available when needed. The Trustee may, and to the extent required for payments from the Construction Fund shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the applicable Project Account in the Construction Fund.

(h) Subject to any required rebate of earnings on investments to the United States of America pursuant to Section 148(f) of the Code, all net income earned on any moneys or investments in the Project Account established in the Construction Fund for a Project shall be held in such Project Account for the purposes thereof unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds.

(i) The Completion Date of a Project shall be evidenced by a Written Certificate of the Issuer, which shall be filed with the Trustee as soon as practicable upon completion of the Project, stating (1) that such Project has been completed substantially in accordance with the plans and specifications applicable thereto, as from time to time amended, (2) the date of such Completion Date and (3) the amounts, if any, required in the opinion of the signer or signers for the payment of any remaining part of the Cost of Construction of such Project. Upon the filing of such Written Certificate of the Issuer, the balance in the Project Account in the Construction Fund in excess of the amount, if any, stated in such Certificate and if, subsequent to the filing of such Certificate, a supplemental Written Certificate of the Issuer is filed with the Trustee stating that the balance of the money remaining in the Construction Fund is no longer needed to pay Costs of Construction of such Project, any remaining balance in the Project Account in the Construction Fund shall, at the written direction of the Issuer, to the extent permitted under applicable law and covenants regarding the use of proceeds of the Bonds, be (i) used to purchase Bonds as provided in Section 5.10, (ii) deposited into the Debt Service Reserve Account to fund any amounts required to be deposited therein, (iii) deposited into the Debt Service Account, (iv) transferred into another Project Account to pay Costs of Construction of a Project or (v) used for any other purpose for which proceeds of Bonds may be used under applicable law and covenants regarding the use of proceeds of Bonds.

Section 5.04. Revenues and Revenue Fund.

All Revenues shall be deposited promptly by the Issuer to the credit of the Revenue Fund.

Section 5.05. Reserved.

Section 5.06. Flow of Funds. (a) The Issuer shall, on or before the fifth Business Day preceding the end of each month, withdraw from the Revenue Fund to the extent available and deposit in the following order and in the following amounts, moneys or Investment Securities which mature or are redeemable at the option of the holder prior to the date when it is anticipated that the proceeds from such Investment Securities are to be disbursed*:*

(1) for credit to the Debt Service Account, the amount, if any, required so that the balance in each of the separate Series Subaccounts therein shall equal the Accrued Debt Service on the Series of Bonds and, to the extent required by the Supplemental Indenture creating such Series Subaccount, on any Security Instrument Repayment Obligations for which such Series Subaccount was established; *provided*, that if there are not sufficient moneys to satisfy the requirements of this subsection (1) with respect to all Series Subaccounts in the Debt Service Account, all moneys available for distribution among such Series Subaccounts shall be deposited into the Debt Service Account and distributed on a pro rata basis to the deficient Series Subaccounts in the Debt Service Account, such distribution to be determined by multiplying the amount available for distribution by the proportion that the deficiency for each such Series Subaccount bears to the total deficiency for all such Series Subaccounts; and *provided further,* that in the event and to the extent moneys have been deposited in any Project Account pursuant to Section 2.03(b)(2), such moneys shall be transferred from the appropriate Project Account and deposited into the appropriate Series Subaccount in the Debt Service Account in an amount sufficient to cause the balance in such Series Subaccount to equal the interest component of such Accrued Debt Service; and

(2) for credit to each Series Subaccount established within the Debt Service Reserve Account, the amount, if any, necessary to satisfy the applicable Debt Service Reserve Requirement or such other amount required to be deposited therein pursuant to the Supplemental Indenture under which such Series Subaccount was established (including the payment of Reserve Instrument Repayment Obligations to the extent provided for by such Supplemental Indenture); *provided* that if there are not sufficient moneys to satisfy the requirements of this subsection (2) with respect to all Series Subaccounts in the Debt Service Reserve Account, all moneys available for distribution among such Series Subaccounts shall be deposited into the Debt Service Reserve Account and distributed on a pro rata basis to the deficient Series Subaccounts in the Debt Service Reserve Account, such distribution to be determined by multiplying the amount available for distribution by the proportion that the deficiency for each such Series Subaccount bears to the total deficiency for all such Series Subaccounts;

provided, however, that so long as there shall be held in the Bond Fund, an amount (excluding any Reserve Instrument Coverage) sufficient to pay in full all Outstanding Bonds and all outstanding Repayment Obligations in accordance with their terms (including Principal or applicable sinking fund Redemption Price and interest thereon), no deposits shall be required to be made into the Bond Fund.

(b) Amounts remaining in the Revenue Fund at the end of each month after payment of the amounts required by paragraphs (l) and (2) of subsection (a) of this Section to be deposited

into the Bond Fund may be applied by the Issuer, free and clear of the lien of the Indenture, to any one or more of the following, to the extent permitted by law: (1) the purchase or redemption of any Bonds and payment of expenses in connection with the purchase or redemption of any Bonds; (2) payments of Principal or redemption price of and interest on any bonds; (3) payments into any Project Account or Accounts established in the Construction Fund for application to the purposes of such Accounts; (4) payment of the costs of capital improvements; and (5) any other lawful purpose of the Issuer.

(c) Upon any purchase or redemption, pursuant to subsection (b) of this Section, of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, the Principal amount of such Bonds shall be credited toward such Sinking Fund Installments in such order as the Issuer shall determine.

Section 5.07. Bond Fund - Debt Service Account. (a) Each Supplemental Indenture providing for the issuance of a Series of Bonds by the Issuer shall establish a separate Series Subaccount in the Debt Service Account for each such Series of Bonds, which Series Subaccount may be subdivided as provided in such Supplemental Indenture. Subject to the provisions of the Supplemental Indenture authorizing the issuance of any Series of Bonds, any payments made by a Security Instrument Issuer with respect to a Series of Bonds shall be deposited into the Series Subaccount relating to such Series of Bonds.

(b) The Trustee shall pay out of the appropriate Series Subaccount in the Debt Service Account to the respective Paying Agents: (1) on or before each interest payment date, the amount required for the interest payable on such date; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date, the amount required for the payment of interest and Redemption Price on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents to pay Principal Installments and Redemption Price of, and interest on the related Series of Bonds.

(c) Whenever there is a Security Instrument Repayment Obligation due and payable to any Security Instrument Issuer pursuant to the terms and provisions of a related Security Instrument Agreement, the Trustee shall pay out of the appropriate Series Subaccount in the Debt Service Account to such Security Instrument Issuer an amount equal to such Security Instrument Repayment Obligation. If payment is so made to a Security Instrument Issuer, a corresponding payment on any Pledged Bonds held for the benefit of the Security Instrument Issuer shall not be made but shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

(d) Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, amounts accumulated in a Series Subaccount in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by the Issuer in a Written Request not less than 60 days before the due date of such Sinking Fund Installment, be applied by the Trustee to (1) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (2) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms, or (3) any

combination of (1) and (2). All purchases of any Bonds pursuant to this subsection (d) shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the Issuer shall direct the Trustee. The applicable sinking fund Redemption Price (or Principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of a Series Subaccount in the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of such Series Subaccount. After the 60th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption on such due date, by giving notice as required by the Indenture, Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the appropriate Series Subaccount in the Debt Service Account to the appropriate Paying Agents, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

Section 5.08. Bond Fund - Debt Service Reserve Account. (a) Each Supplemental Indenture providing for the issuance of a Series of Bonds shall establish in the Debt Service Reserve Account a separate Series Subaccount for such Series of Bonds if there is a Debt Service Reserve Requirement for such Series of Bonds. Such Supplemental Indenture shall specify the Debt Service Reserve Requirement for such Series Subaccount. Subject to any limitations contained in a Supplemental Indenture, the Issuer may satisfy any Debt Service Reserve Requirement for a Series of Bonds by means of a Reserve Instrument (or may substitute one Reserve Instrument for another); *provided, however,* that if such Series of Bonds is Outstanding and there is a rating in effect for such Series of Bonds, the Issuer shall provide to the Trustee written evidence satisfactory to the Trustee from each Rating Agency then having a rating in effect for such Series of Bonds to the effect that the Rating Agency has reviewed the proposed Reserve Instrument and that the use of such Reserve Instrument (or the substitution of one Reserve Instrument for another, as appropriate) will not, by itself result in a reduction or withdrawal of such Rating Agency's rating of such Series of Bonds.

(b) If on the final Business Day of any month, after the deposit of moneys required by Section 5.06(a)(1), the amount in any Series Subaccount in the Debt Service Account shall be less than the amount required to be in such Series Subaccount, the Trustee shall (1) apply amounts from the corresponding Series Subaccount, if any, in the Debt Service Reserve Account to the extent necessary to make good the deficiency, and (2) to the extent that moneys and investments available in the corresponding Series Subaccount, if any, in the Debt Service Reserve Account are not sufficient to eliminate the deficiency in the Series Subaccount in the Debt Service Account and Reserve Instruments are in effect for the corresponding Series of Bonds, immediately make a demand for payment on all 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 in the appropriate Series Subaccount in the Debt Service Account.

(c) Whenever the moneys on deposit in a Series Subaccount in the Debt Service Reserve Account for a Series of Bonds, including investment earnings and Reserve Instrument Coverage with respect thereto, shall exceed the Debt Service Reserve Requirement for all Outstanding Bonds of such Series and related Repayment Obligations, any excess moneys shall be transferred by the Trustee and deposited into the Revenue Fund.

(d) Whenever the amount in a Series Subaccount in the Debt Service Reserve Account, excluding any Reserve Instrument Coverage, together with the amount in the corresponding Series Subaccount in the Debt Service Account for a Series of Bonds, is sufficient to pay in full all Outstanding Bonds of such Series and related Repayment Obligations in accordance with their terms (including Principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in such Series Subaccount in the Debt Service Reserve Account shall be transferred to the corresponding Series Subaccount in the Debt Service Account and no deposits shall be required to be made into such Series Subaccount in the Debt Service Reserve Account.

(e) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, in calculating the amount on deposit in a Series Subaccount in the Debt Service Reserve Account, the amount of the Reserve Instrument Coverage for the corresponding Series of Bonds will be treated as an amount on deposit in such Series Subaccount in the Debt Service Reserve Account.

(f) Unless otherwise specified in the Supplemental Indenture authorizing a Series of Bonds, no Reserve Instrument for such Series of Bonds shall be allowed to expire unless and until cash has been deposited into the appropriate Series Subaccount in the Debt Service Reserve Account, or a new Reserve Instrument has been issued in place of the expiring Reserve Instrument, in an amount or to provide coverage at least equal to the Debt Service Reserve Requirement for the corresponding Series of Bonds.

Section 5.09. Purchase of Bonds. The Issuer may purchase Bonds of any Series from any available funds at public or private sale, as and when and at such prices as the Issuer may in its discretion determine. All Bonds so purchased shall at such times as shall be selected by the Issuer be delivered to and cancelled by the Trustee or any Transfer Agent and shall thereafter be delivered to, or upon the order of, the Issuer, and no Bonds shall be issued in place thereof. In the case of the purchase of Bonds of a Series and maturity for which Sinking Fund Installments shall have been established, the Issuer shall, by a Written Request of the Issuer delivered to the Trustee, elect the manner in which the Principal amount of such Bonds shall be credited toward Sinking Fund Installments.

ARTICLE VI

COVENANTS OF THE ISSUER

Section 6.01. Punctual Payment of Bonds. The Issuer will punctually pay or cause to be paid, solely from the Revenues and funds pledged therefor pursuant to the Indenture, the principal or Redemption Price and the interest to become due in respect of all the Bonds in strict conformity

with the terms of the Bonds and the Issuer will punctually pay or cause to be paid all Sinking Fund Installments which may be established for any Series of Bonds.

Section 6.02. No Impairment of Revenues. Pursuant to Section 11-14-17.5(2)(d) of the Local Government Bonding Act, (i) the ordinances, resolutions or other enactments of the Council imposing the sales taxes constituting the Revenues and pursuant to which such sales taxes are being collected and (ii) the obligation of the Issuer to levy, collect and allocate the sales taxes constituting the Revenues and to apply the Revenues as provided in the Indenture, shall be irrevocable so long as the Bonds are Outstanding and are not subject to amendment in any manner which would impair the rights of the Bondholders or which would in any way jeopardize the timely payment of the principal of or interest on the Bonds when due.

Section 6.03. Against Encumbrances; Further Assurances. (a) The Issuer will not sell, convey, mortgage, encumber, pledge or otherwise dispose of any part of the Revenues except as provided in the Indenture.

(b) The Issuer will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further accounts, instruments and transfers as may be reasonably required for the better assuring, pledging and confirming to the Trustee all and singular the Revenues and the other amounts pledged hereby to the payment of the principal of, Redemption Price and interest on the Bonds.

Section 6.04. Covenant of State of Utah. Pursuant to Section 11-14-17.5(3) of the Local Government Bonding Act, the State pledges and agrees with the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers that the State 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 by the Indenture until the 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 Bondholders, Security Instrument Issuers and Reserve Instrument Issuers.

Section 6.05. Accounts and Reports. (a) The Issuer will at all times keep, or cause to be kept, proper books of record and accounts, separate and apart from all other records and accounts of the Issuer, in which complete and accurate entries shall be made of all transactions relating to the Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee, the Holders of not less than five percent (5%) of any Series of Bonds then Outstanding, any Security Instrument Issuer, any Reserve Instrument Issuer, any party specified by a Supplemental Indenture, or their representatives authorized in writing.

(b) The Issuer will place on file with the Trustee and with any party specified by a Supplemental Indenture annually within 210 days after the close of each Fiscal Year, a financial statement in reasonable detail for the preceding Fiscal Year showing the receipt and disposition of all Revenues and the balances of all Funds as of the end of each Fiscal Year, which financial statement and balance sheet shall be accompanied by an Accountant's Certificate. Each such audit, in addition to whatever matters may be thought proper by the Independent Public Accountant to be included therein, shall include the following:

(1) Comments regarding the manner in which the Issuer has carried out the requirements of this Indenture and recommendations for any change or improvements in the accounting operations with respect to the Revenues;

(2) An analysis of all Funds provided for herein, setting out as to each all deposits and disbursements made during the Fiscal Year and the amount in each Fund at the end of the Fiscal Year; and

(3) Such other matters as may be required by Supplemental Indenture.

(c) The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Indenture shall be available for inspection of Bondholders, Security Instrument Issuers and Reserve Instrument Issuers at the principal corporate trust office of the Trustee and, upon the Written Request of the Issuer, shall be mailed to each Bondholder, Security Instrument Issuer and Reserve Instrument Issuer who shall file a written request therefor with the Issuer.

(d) The Issuer shall file with the Trustee and with any party specified by a Supplemental Indenture immediately upon becoming aware of any Event of Default or other default in the performance by the Issuer of any covenant, agreement or condition contained in the Indenture, a Written Certificate of the Issuer specifying such default.

Section 6.06. Maintenance of Paying Agents. The Trustee shall pay to the Paying Agents, to the extent of the moneys held by the Trustee for such payment, funds for the prompt payment of the principal and Redemption Price of and interest on the Bonds of such Series presented at any such place of payment. The Trustee shall pay to the Paying Agent, to the extent of the moneys held by the Trustee for such payment, funds for the prompt payment of the principal and Redemption Price of and interest on the fully-registered Bonds of such Series presented at any such place of payment.

Section 6.07. Compliance with Indenture. The Issuer will not issue any Bonds in any manner other than in accordance with the provisions of the Indenture and will not suffer or permit any default to occur under the Indenture, but will faithfully observe and perform all the covenants, conditions and requirements hereof. The Issuer will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers of the rights, benefits and security provided in the Indenture. The Issuer for itself, its successors and assigns, represents, covenants and agrees with the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers as a material inducement to the purchase of the Bonds and the issuance of the Security Instruments and the Reserve Instruments, that so long as any of the Bonds shall remain Outstanding and the principal or Redemption Price thereof or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in the Indenture and the Bonds.

Section 6.08. Power to Issue Bonds and Pledge Revenues and Other Funds. The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to adopt the Indenture and to pledge the Revenues and other moneys, securities and funds purported to be pledged by the Indenture in the manner and to the extent provided in the Indenture. The Bonds and the provisions of the Indenture are and will be the valid and legally enforceable obligations of the Issuer in accordance with their terms and the terms of the Indenture. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and Funds pledged under the Indenture and all the rights of the Bondholders, the Security Instrument Issuers and the Reserve Instrument Issuers under the Indenture against all claims and demands of all persons whomsoever.

Section 6.09. General. (a) The Issuer shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Issuer under the provisions of the Act and the Indenture.

(b) The Issuer covenants that upon the date of authentication and delivery of any of the Bonds, all acts, conditions and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed in regular and in due time, form and manner as required by law and the Issuer will have duly and regularly complied with all applicable provisions of law and will be duly authorized to issue the Bonds under the Act in the manner and upon the terms as in the Indenture provided.

ARTICLE VII

THE TRUSTEE AND THE PAYING AGENTS

Section 7.01. Appointment of Trustee. (a) The Issuer shall in the Supplemental Indenture authorizing the first Series of Bonds appoint the Trustee for the Holders of the Bonds, to act as the legal depositary of the Issuer for the purpose of receiving all moneys which the Issuer is required to pay to the Trustee hereunder, and to hold, allocate, use and apply the same as provided in the Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed on it by the Indenture by executing and delivering to the Issuer a written acceptance thereof. The Trustee shall also act as registrar and as a Transfer Agent for the Bonds, with the duties herein provided, and shall also act in accordance with the duties specified in Section 3.01(a), except that the Issuer may appoint one or more additional Transfer Agents.

(b) The Trustee may at any time resign or be discharged of its duties and obligations hereby created by giving not less than 60 days' written notice to the Issuer, specifying the date when such resignation shall take effect, and mailing notice thereof by first class mail, postage prepaid, to the Holders of all Bonds then Outstanding. Such resignation shall take effect on the day specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of

such successor; *provided, however*, that such resignation of the Trustee shall in no event take effect until such successor shall have been appointed and accepted the duties of Trustee.

(c) The Issuer may at any time remove the Trustee initially appointed or any successor thereto by the adoption of a Council Indenture providing for such removal, for the appointment of a successor, and for the effective date of the removal of the Trustee. The Trustee may also be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of Bonds representing a majority of the Principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized. Any such removal of the Trustee shall in no event take effect until such successor shall have been appointed and shall have accepted the duties of Trustee by the execution of a Supplemental Indenture.

(d) Notice of the resignation or removal of the Trustee and the appointment of a successor shall be given by first class mail, postage prepaid, to the registered Holders of all Bonds then Outstanding, to all Security Instrument Issuers and to all Reserve Instrument Issuers, within 30 days after execution and delivery of the Council Indenture providing for such appointment. Any successor Trustee appointed by Council Indenture subsequent to the issuance of the first Series of Bonds issued hereunder shall be a bank or trust company in good standing incorporated under the laws of the United States of America or any state, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than $50,000,000.

Section 7.02. Paying Agents; Appointment and Acceptance of Duties; Removal. The Issuer shall appoint Paying Agents for the Bonds of each Series pursuant to Supplemental Indentures. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Issuer and to the Trustee a Supplemental Indenture or other written acceptance thereof. The Issuer may remove any Paying Agent and any successor thereto, and appoint a successor or successors thereto; *provided, however*, that any such Paying Agent designated by the Issuer shall continue to be a Paying Agent of the Issuer for the purpose of paying the Principal and Redemption Price of and interest on the Bonds until the designation of a successor as such Paying Agent. Each Paying Agent designated for a Series of Bonds is hereby authorized to redeem Bonds of such Series when duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

Section 7.03. Terms and Conditions of the Trusts. The Trustee shall perform the trusts contained in the Indenture as a corporate trustee ordinarily would perform said trusts under a corporate indenture, only upon and subject to the following express terms and conditions:

(a) The Trustee shall perform such duties and only such duties as are specifically set forth in the Indenture. The duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Trustee.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of any of the same who have been selected by it with ordinary care in accordance with the standard specified above, 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 any attorney for the Issuer or any other attorneys, if, in the case of such other attorneys, they are approved by the Trustee in the exercise of reasonable care. 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. The Trustee shall not be liable for any error of judgment made in good faith by any of its officers or employees unless it shall be proved that the Trustee was negligent in ascertaining pertinent facts.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the sufficiency of the security for the Bonds issued hereunder 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 herein set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner or pledgee of Bonds secured hereby with the same rights which it would have if not Trustee. To the extent permitted by law, the Trustee may also receive tenders and purchase in good faith Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it 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 to the Indenture, 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 Holder of any Bond, shall be conclusive and binding upon all future Holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in

Principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture.

(f) As to the existence or non-existence 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 Written Certificate of the Issuer as sufficient evidence of the facts therein contained and shall also be at liberty to accept a similar Written 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 the City Recorder to the effect that a Indenture in the form therein set forth has been adopted by the Issuer as conclusive evidence that such Indenture has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty, and the Trustee shall not be answerable with respect to such permissive rights for other than its gross negligence or willful default.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except (1) failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof, (2) the failure of the Issuer to file with the Trustee any document required by the Indenture to be so filed prior to or subsequent to the issuance of the Bonds, or (3) any default with respect to a Security Instrument Agreement or a Reserve Instrument Agreement as to which any of the parties thereto has specifically notified the Trustee in writing; *provided* that the Trustee shall be required to take notice or be deemed to have notice of any default hereunder if specifically notified in writing of such default by the Holders of not less than 10% in aggregate Principal amount of Bonds then Outstanding and all notices or other instruments required by the Indenture to be delivered to the Trustee have been delivered at the principal corporate trust office of the Trustee. In the absence of such notice, the Trustee may conclusively assume there is no default except as aforesaid.

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

(j) 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.

(k) Notwithstanding anything elsewhere in the Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds or any action whatsoever within the purview of the Indenture, any showings, 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 reasonably deemed desirable by it for the purpose of establishing the right of

the Issuer to the authentication of any Bonds or the taking of any other action by the Trustee.

(l) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by the Indenture at the request, order or direction of any of the Bondholders, Security Instrument Issuers, Reserve Instrument Issuers, pursuant to the provisions of the Indenture, unless such Bondholders, Security Instrument Issuers, Reserve Instrument Issuers shall have offered to the Trustee security or indemnity acceptable to the Trustee against the costs, expenses and liabilities which might be incurred therein or thereby.

(m) All moneys received by the Trustee 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 mandatory provisions of law.

(n) The Trustee shall not be bound to make any investigation into the facts or matters stated in any Indenture, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, Bond, or other paper or document, unless requested in writing so to do by (1) Holders of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (2) any Security Instrument Issuer of a Security Instrument then in full force and effect and not in default on a payment obligation, or (3) any Reserve Instrument Issuer of a Reserve Instrument then in full force and effect and not in default on a payment obligation; *provided*, that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of the Indenture, the Trustee may require indemnity acceptable to the Trustee against such expenses or liabilities as a condition to so proceeding. The reasonable expense of every such inquiry or examination shall be paid by the Issuer or, if paid by the Trustee, shall be repaid by the Issuer.

(o) The Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion, rights or powers conferred upon it by the Indenture.

(p) None of the provisions contained in the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it.

(q) The Trustee shall not be obligated to take or omit to take any action hereunder if, upon the basis of advice of counsel selected by it, the Trustee determines it would be unlawful to take or omit to take such action.

(r) The books of record and accounts maintained by the Trustee in connection with its duties hereunder shall at all times during business hours of the Trustee be subject to the inspection of an Authorized Officer of the Issuer.

(s) The Trustee hereby waives any right to set off and shall apply any and all deposits (general or special, time or demand, provisional or final) or collateral at any time held or any other indebtedness at any time owing by the Trustee, to or for the funds and accounts created hereunder or under any Supplemental Indenture, for the payment of the Principal of and interest on any Bonds.

Section 7.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee has a substantial bearing on the interests of Holders of the Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the Holders of a majority of the aggregate Principal amount of Bonds then Outstanding or any Security Instrument Issuer of a Security Instrument then in full force and effect and not in default on a payment obligation. The rights and obligations of the Trustee under this section are subject to the approval of a court of competent jurisdiction.

Section 7.05. 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 or 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, shall be and become successor Trustee hereunder and vested with 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 or conveyance on the part of the Trustee or the Issuer, anything herein to the contrary notwithstanding.

Section 7.06. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer a Supplemental Indenture or other written instrument 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 predecessors; but such predecessor shall, nevertheless, on the Written Request of the Issuer, or of its successor, 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 or his 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 estate, 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. Any Trustee ceasing to act shall, nevertheless, retain lien upon all property or funds held or collected by such Trustee to secure any amounts then due it pursuant to the provisions of Section 7.07 hereof.

Section 7.07. Compensation of the Trustee and Its Lien. The Issuer covenants and agrees to pay to the Trustee from time to time and the Trustee shall be entitled to, reasonable

compensation and, except as otherwise expressly provided, the Issuer covenants and agrees to pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of the Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ including but not limited to any Paying Agent, Transfer Agent or Depository) except any such expense, disbursement or advance as may arise from its negligence or bad faith. The Issuer also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim of liability in the premises. The obligations of the Issuer under this Section to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of the Indenture. Such additional indebtedness shall be secured by a lien prior to that of the Bonds upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the Holders of particular Bonds.

Section 7.08. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Utah) 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 under the Indenture, and in particular in case of the enforcement thereof on default, or in the 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 properties, in trust, as herein granted, or take any 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 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 by the Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such 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 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 him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either of them 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 7.09. Appointment, Duties and Term of Remarketing Agent. The Issuer may, pursuant to a Supplemental Indenture, related Indenture, or Remarketing Agreement authorized by either of such instruments, appoint one or more Remarketing Agents from time to time to purchase or remarket Put Bonds.

Section 7.10. Appointment, Duties and Term of Transfer Agent. The Issuer may appoint one or more Transfer Agents from time to time to transfer and authenticate Bonds. Each appointment of a Transfer Agent other than the Trustee shall be made by a Supplemental Indenture which shall, among other things, specify the duties, qualifications and term of such Transfer Agent and the conditions under which such Transfer Agent may resign, be removed or be replaced. Each Transfer Agent other than the Trustee shall signify its acceptance of the duties imposed upon it pursuant to the Indenture by depositing with the Issuer and the Trustee a written acceptance of such duties, together with a certificate stating that the Transfer Agent is duly qualified to perform such duties under the terms of the Indenture and under all applicable local, state and federal laws. Unless otherwise provided in a Supplemental Indenture authorizing the issuance of a Series of Bonds, the Trustee shall act as Transfer Agent for such Series of Bonds.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF INDENTURE

Section 8.01. Amendments Permitted. (a) The Indenture or any Supplemental Indenture and the rights and obligations of the Issuer and of the Holders of the Bonds may be modified or amended at any time by a Supplemental Indenture and pursuant to the affirmative vote at a meeting of Bondholders, or with the written consent without a meeting,

(1) of the Holders of at least 60% in Principal amount of the Bonds then Outstanding,

(2) in case less than all of the several Series of Bonds then Outstanding, of the Holders of at least 60% in Principal amount of the Bonds of each Series so affected then Outstanding, and

(3) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of at least 60% in Principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and then Outstanding;

provided, however, that if such modification or amendment will, by its terms, not take effect so long as any or Bonds of any specified Series remain Outstanding, the consent of the Holders of Bonds of such Series shall not be required and the Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No modification or amendment permitted by this Section shall (i) extend the fixed maturity of any Bond , or reduce the Principal amount or Redemption Price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Holder of each Bond so affected,

or (ii) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Indenture, without the consent of the Holders of all of the Bonds then Outstanding, or (iii) without its written consent thereto, modify any of the rights or obligations of the Trustee. If a Security Instrument or a Reserve Instrument is in effect and not in default on a payment obligation 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 8.01(b), neither the 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 the related Reserve Instrument Issuer, as the case may be. Notwithstanding any provisions of the Indenture to the contrary, a Supplemental Indenture providing for the issuance by a Security Instrument Issuer of a Security Instrument in connection with a Series of Bonds issued under the Indenture may provide, among other provisions, that the Security Instrument Issuer shall at all times, so long as the Series of Bonds remain Outstanding, be deemed to be the exclusive Holder of all of the Bonds of such Series for the purpose of consenting to the execution and delivery of a Supplemental Indenture pursuant to the provisions of this subsection (a).

(b) Except as provided in a Supplemental Indenture, the Indenture or any Supplemental Indenture and the rights and obligations of the Issuer, the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Bondholders, Security Instrument Issuer or Reserve Instrument Issuer, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Issuer contained in the Indenture, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Issuer;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Indenture or in regard to questions arising under the Indenture or to make any other change, as the Issuer may deem necessary or desirable, and which shall not adversely affect the interests of the Holders of the Bonds, the Security Instrument Issuers or the Reserve Instrument Issuers;

(3) to provide for the issuance of a Series of Bonds , and to provide the terms and conditions under which such Series of Bonds may be issued executed, subject to and in accordance with the provisions of Article II;

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

(5) to make any change which shall not materially adversely affect the rights or interests of the Holders of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Issuers, requested by a Rating Agency in order to obtain or maintain

any rating on the Bonds or by a Security Instrument Issuer or Reserve Instrument Issuer in order to insure or provide other security for any Bonds;

(6) to make any change necessary (A) to establish or maintain the exemption from federal income taxation 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. Any Tax Exemption Certificate may be amended or supplemented at any time as and to the extent provided therein without the consent of the Bondholders, Security Instrument Issuers or Reserve Instrument Issuers;

(7) if the Bonds affected by such 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;

(8) if the Bonds affected by such 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;

(9) unless otherwise provided by a Supplemental Indenture authorizing a Series of Construction Bonds, the designation of additions, improvements and extensions to the Airport as 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, (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 (3) a Written Certificate of the Issuer setting forth the Estimated Completion Date and the estimated Cost of Construction of the Project, as amended, and certifying that such amendment will not adversely affect the Issuer's ability to comply with the provisions of the Indenture, particularly Section 6.11;

(10) 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 incorrect;

(11) to provide for the pledge of additional monies, funds or other assets to secure payment of one or more Series of Bonds s; and

(12) to provide for a Reserve Instrument instead of cash to satisfy all or a portion of a Debt Service Reserve Requirement.

No modification or amendment shall be permitted pursuant to paragraph (11) of this Section 8.01(b) unless the Issuer delivers to the Trustee an Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that such modification or amendment will not adversely affect the tax-exempt status or validity of any Bonds affected by such modification or amendment. The Issuer shall notify any Security Instrument Issuer or Reserve Instrument Issuer prior to the execution and delivery of a Supplemental Indenture pursuant to this Section 8.01(b).

(c) Each Supplemental Indenture authorized by this Section shall become effective as of the date of its execution and delivery or such later date as shall be specified in such Supplemental Indenture.

Section 8.02. Bondholders' Meetings. (a) The Trustee may, and upon the Written Request of the Issuer shall, at any time, call a meeting of the Holders of Bonds, to be held at such place as may be selected by the Trustee and specified in the notice calling such meeting. Written notice of such meeting, stating the time and place of meeting and in general terms the business to be submitted, shall be mailed by the Trustee, postage prepaid, not less than 30 nor more than 60 days before such meeting, to any Security Instrument Issuer or Reserve Instrument Issuer that is in effect and not in default on a payment obligation with respect to any Series of Bonds Outstanding and to each Holder of Bonds then Outstanding at his address, if any, appearing upon the Bond register of the Issuer. The cost and expense of the giving of such notice shall be borne by the Issuer and the Trustee shall be reimbursed by the Issuer for any expense incurred by it.

(b) Prior to calling any meeting of the Holders of Bonds, the Trustee shall adopt regulations for the holding and conduct of such meeting, and copies of such regulations shall be filed at the principal corporate trust office of the Trustee and at the office of the Issuer and shall be open to the inspection of all Bondholders. The regulations shall include such provisions as the Trustee may deem advisable for evidencing the ownership of Bonds, for voting in person or by proxy, for the selection of temporary and permanent officers to conduct the meeting and inspectors to tabulate and canvass the votes cast thereat, the adjournment of any meeting and the records to be kept of the proceedings of such meeting, including rules of order for the conduct of such meeting and such other regulations as, in the opinion of the Trustee, may be necessary or desirable.

(c) No Indenture adopted at such meeting of Bondholders shall be binding unless and until a valid Supplemental Indenture has been passed containing the modifications or amendments authorized by the Indenture adopted at such meeting. Such Supplemental Indenture shall become effective upon the filing with the Trustee of the Indenture adopted at such meeting and such Supplemental Indenture.

Section 8.03. Amendment by Written Consent. The Council may at any time execute and deliver a valid Supplemental Indenture amending the provisions of the Bonds, or of the Indenture or any Supplemental Indenture, to the extent that such an amendment is permitted by this Article, to become effective when and as approved by written consent of the Bondholders and any necessary Security Instrument Issuers and Reserve Instrument Issuers and as provided in this Section. Such Supplemental Indenture shall not be effective unless there shall have been filed with the Issuer or the Trustee the written consents of the necessary number of Holders of the Bonds

then Outstanding and the consents of any necessary Security Instrument Issuers and Reserve Instrument Issuers, and a notice shall have been mailed as hereinafter in this Section provided. It shall not be necessary for any consent of the Bondholders under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 12.04. Any such consent shall be binding upon the Holder of the Bonds giving such consent and on any subsequent Holder thereof (whether or not such subsequent Holder has notice thereof) unless such consent is revoked in writing by the Holder of the Bonds giving such consent or a subsequent Holder thereof by filing such revocation with the Issuer prior to the date when the notice hereinafter in this Section provided for has been mailed. Notice of the fact of the execution and delivery of such Supplemental Indenture shall be mailed by the Issuer to Bondholders (but failure to mail copies of such notice shall not affect the validity of the Supplemental Indenture when assented to by the requisite percentage of the Holders of the Bonds as aforesaid) and to each Security Instrument Issuer and Reserve Instrument Issuer of a Security Instrument or a Reserve Instrument, as the case may be, then in effect and not in default in a payment obligation.

Section 8.04. Disqualified Bonds. Bonds owned or held by or for the account of the Issuer shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds in this Article provided for, and neither the Issuer nor any Holder of such Bonds shall not be entitled to vote or consent to, or to take, any other action provided for in this Article. Any Pledged Bonds shall be deemed Outstanding and, for the purposes of any vote, shall be considered to be owned by the appropriate Security Instrument Issuer.

Section 8.05. Effect of Modification or Amendment. When any Supplemental Indenture modifying or amending the provisions of the Indenture or any Supplemental Indenture shall become effective, as provided in this Article, the Indenture or such Supplemental Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Indenture or such Supplemental Indenture of the Issuer, the Trustee, any Security Instrument Issuer, any Reserve Instrument Issuer and all Holders of Bonds Outstanding hereunder or thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be and be deemed to be part of the terms and conditions of the Indenture or the modified or amended Supplemental Indenture for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The Issuer or the Trustee may determine that Bonds executed and delivered after the effective date of a Supplemental Indenture executed and delivered as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Issuer, as to the modification or amendment provided for by such Supplemental Indenture. In that case, upon demand of the Holder of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the principal corporate trust office of the Trustee or at such other office as the Issuer may select and designate for that purpose, a suitable notation shall be made on such Bond. The Issuer may determine that new Bonds, so modified as in the opinion of the Issuer is necessary to conform to

such Supplemental Indenture, shall be prepared, executed and delivered. In that case, upon demand of the Holder of any Bond then Outstanding, such new Bonds shall be exchanged at the principal corporate trust office of the Trustee without cost to any Bondholder, for Bonds then Outstanding, upon surrender of such Bonds.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES OF BONDHOLDERS

Section 9.01. Events of Default. The occurrence of one or more of the following events shall constitute an "Event of Default":

(a) failure by the Issuer to make the due and punctual payment of the Principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) failure by the Issuer to make the due and punctual payment of any installment of interest on any Bond or any Sinking Fund Installment when and as such interest installment or Sinking Fund Installment shall become due and payable;

(c) failure by the Issuer to observe any of the covenants, agreements or conditions on its part in the Indenture or in any Bond, and failure to remedy the same for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Issuer by the Trustee, or to the Issuer and the Trustee by the Holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding;

(d) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Title 11, Chapter 9, United States Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors are instituted by or against the Issuer and, if instituted against the Issuer, said proceedings are consented to or are not dismissed within 30 days after such institution; or

(e) any event specified in a Supplemental Indenture as constituting an Event of Default;

provided that any failure by the Issuer to make payment as described in subparagraph (a) or (b) of this Section shall not constitute an Event of Default with respect to any Bond if the Supplemental Indenture authorizing the issuance of such Bond provides that due and punctual payment by a Security Instrument Issuer or a Reserve Instrument Issuer shall not give rise to an Event of Default and such payment is, in fact, duly and punctually made.

The Trustee shall give notice to any Security Instrument Issuer or Reserve Instrument Issuer of any Event of Default known to the Trustee within 30 days after it has knowledge thereof.

Section 9.03. Accounting and Examination of Records After Default. The Issuer covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and accounts of the Issuer and all other records of the Issuer relating to the Airport shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys. The Issuer covenants that if an Event of Default shall happen and shall not have been remedied, the Issuer, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under the Indenture for such period as shall be stated in such demand.

Section 9.04. Application of Revenues and Other Moneys After Default. (a) During the continuance of an Event of Default, the Trustee shall apply such Revenues and such moneys, securities and funds and the income therefrom as follows and in the following order:

(1) to the payment of the reasonable and proper charges, expenses and fees of the Trustee and the reasonable fees and disbursements of its counsel;

(2) to the payment of the Operation and Maintenance Costs;

(3) to the payment of the interest and Principal or Redemption Price then due on the Bonds, the and Security Instrument Repayment Obligations, as follows:

(A) unless the Principal of all of the Bonds shall have become or have been declared due and payable,

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

SECOND: To the payment to the persons entitled thereto of the unpaid Principal or Redemption Price of any Bonds, the and Security Instrument Repayment Obligations which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds, the and Security Instrument Repayment Obligations due on any date, then to the payment thereof ratably, according to the amounts of Principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) if the Principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the Principal and interest then due and unpaid upon the Bonds, the 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 Obligations over any other Bond or Security Instrument Repayment Obligations, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or preference; and

(4) To the payment of all obligations owed to all Reserve Instrument Issuers, ratably, according to the amounts due without any discrimination or preference.

provided, however, that, unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds: (i) moneys received under any Security Instrument or held in any Series Subaccount in the Debt Service Account in the Bond Fund shall not be used for purposes other than payment of the interest and Principal or Redemption Price than due on such Series of Bonds secured by such Security Instrument or such Series of Bonds for which such Series Subaccount in the Debt Service Account was established, in accordance with paragraph (3) of this subsection (a); and (ii) moneys received under any Reserve Instrument or held in any Series Subaccount in the Debt Service Reserve Account in the Bond Fund shall not be used for purposes other than payment of the interest and Principal or Redemption Price then due on such Series of Bonds secured by such Reserve Instrument or such Series of Bonds for which such Series Subaccount in the Debt Service Reserve Account was established, in accordance with paragraph (3) of this subsection (a).

(b) If and whenever all overdue installments of interest on all Bonds, and Repayment Obligations, together with the reasonable and proper charges and expenses of the Trustee, and all other sums payable by the Issuer under the Indenture, including the Principal and Redemption Price of and accrued unpaid interest on all Bonds, and Repayment Obligations which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Issuer, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, and the Security Instrument Repayment Obligations shall be made good or secured to the satisfaction of the Security Instrument Issuers or provision deemed by the Security Instrument Issuers to be adequate shall be made therefor, and the Reserve Instrument Repayment Obligations shall be made good or secured to the satisfaction of the Reserve Instrument Issuers or provision deemed by the Reserve Instrument Issuers to be adequate shall be made therefor, the Trustee shall pay over to the Issuer all such Revenues then remaining unexpended in the hands of the Trustee (except Revenues deposited or pledged, or required by the terms of the Indenture to be deposited or pledged, with the Trustee), and thereupon the Issuer and the Trustee shall be restored, respectively, to their former positions and rights under the Indenture, and all Revenues shall thereafter be applied as provided in Article V. No such payment over to the Issuer by the Trustee or resumption of the application of Revenues as provided in Article V shall extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Section 9.05. Rights and Remedies of Bondholders. (a) Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, no Holder of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(2) (a) the Holders of not less than 25% in Principal amount of the Outstanding Bonds, (b) 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 25% in aggregate Principal amount of the Bonds at the time Outstanding, or (c) any combination of Bondholders and Security Instrument Issuers described in clauses (a) and (b) representing not less than 25% in aggregate Principal amount of the Bonds at the time Outstanding, shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders or Security Instrument Issuers have offered to the Trustee indemnity acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by (a) the Holders of a majority in Principal amount of the Outstanding Bonds, (b) 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 a majority in aggregate Principal amount of the Bonds then Outstanding, or (c) any combination of Bondholders and Security Instrument Issuers described in clauses (a) and (b) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding;

it being understood and intended that no one or more Holders of Bonds, Security Instrument Issuers or Reserve Instrument Issuers shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other such parties, or to obtain or to seek to obtain priority or preference over any other such parties or to enforce any right under this Indenture, except in the manner herein and therein provided and for the equal and ratable benefit of all such parties and it being further understood and intended that no one or more Holders of Bonds shall have any right whatever to draw directly upon any Security Instrument or Reserve Instrument and that any draws upon any Security Instrument and Reserve Instrument must be strictly in accordance with the provisions of the Indenture.

(b) Notwithstanding any other provision in this Indenture, the Holder of any Bond shall have the right which is absolute and unconditional to receive payment of the Principal of, Redemption Price and interest on such Bond on the respective stated maturities expressed in such

Bond (or, in the case of redemption, on the redemption date of such Bond) and to institute suit for the enforcement of any such payment, subject only to any conditions of any Security Instrument Issuer providing a Security Instrument securing such Bond. Such right to receive payment shall not be impaired without the consent of such Holder.

(c) The (1) the Holders of a majority of the Principal amount of the Outstanding Bonds, (2) 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 a majority in aggregate Principal amount of the Bonds then Outstanding, or (3) any combination of Bondholders and Security Instrument Issuers described under clauses (1) and (2) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding, shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, *provided* that:

(i) such direction shall not be in conflict with any rule of law or this Indenture,

(ii) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction, and

(iii) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 9.06. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders, the Security Instrument Issuers and the Reserve Instrument Issuers, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the trust estate created hereby, including, without limitation, the proceeds of the sale of the Bonds, the Revenues and the Funds, including the investments, if any, thereof, pending such proceedings, with such powers as a court making such appointments shall confer.

Section 9.07. Non-Waiver. Nothing in this Article or in any other provision of the Indenture, or in the Bonds or in the , shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay the Principal and Redemption Price of and interest on the Bonds, and Repayment Obligations to the respective Holders of the Bonds, Security Instrument Issuers and Reserve Instrument Issuers at the respective dates of maturity, or upon call for redemption, as herein provided, out of the Revenues and other moneys, securities and Funds herein pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Holders, Security Instrument Issuers and Reserve Instrument Issuers, as appropriate, to institute suit to enforce such payment by virtue of the contract embodied in the Bonds, and Repayment Obligations. No delay or omission of the Trustee or of Holder of the Bonds or, with respect to Repayment Obligations, of any Security Instrument Issuer or any Reserve Instrument Issuer, as appropriate, to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or to the Holders of Bonds or, with respect to Repayment Obligations, to Security Instrument Issuers or Reserve Instrument Issuers, as appropriate, may be exercised from

time to time and as often as shall be deemed expedient by the Trustee or the Holders of the Bonds, Security Instrument Issuers and Reserve Instrument Issuers.

Section 9.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Holders of Bonds or, with respect to Repayment Obligations, to Security Instrument Issuers or any Reserve Instrument Issuers, as appropriate, is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Trustee, the Holder of any one or more of the Bonds or, with respect to Repayment Obligations, by Security Instrument Issuers or Reserve Instrument Issuers, as appropriate. Nothing herein contained shall permit the levy of any attachment or execution upon any of the properties of the Issuer, nor shall any properties of the Issuer be subject to forfeiture by reason of any default hereunder, it being expressly understood and agreed by each and every Bondholder by the acceptance of any Bond and by each and every Security Instrument Issuer and Reserve Instrument Issuer by entering into Security Instrument Agreements and Reserve Instrument Agreements, that the rights of all such Bondholders, Security Instrument Issuers and Reserve Instrument Issuers are limited and restricted to the use and application of Revenues and other moneys, securities and Funds pledged under the Indenture in accordance with the terms of the Indenture.

ARTICLE X

DEPOSITS AND INVESTMENT OF FUNDS

Section 10.01. Deposits. (a) All moneys held by the Trustee under the provisions of the Indenture shall be deposited with the Trustee. All moneys held by the Issuer under the Indenture shall be deposited in one or more Fiduciaries in the name of the Issuer. All moneys deposited under the provisions of the Indenture with the Trustee or any Fiduciary shall be held in trust and applied only in accordance with the provisions of the Indenture, and each of the Funds established by the Indenture shall be a trust fund for the purposes thereof.

(b) Each Fiduciary shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association, having capital stock, undivided profits and surplus aggregating at least $10,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Indenture.

(c) All Revenues and other moneys held by any Fiduciary under the Indenture may be placed on demand or time deposit, if and as directed by the Issuer, *provided* that such deposits shall permit the moneys so held to be available for use at the time when needed. The Issuer and the Trustee shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Indenture, *provided*, that this shall not affect or impair the requirements of Section 5.06 hereof. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such

Fiduciary in its banking department on demand or, if and to the extent directed by the Issuer and acceptable to such Fiduciary, on time deposit, *provided* that such moneys on deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(d) All moneys deposited with the Trustee and each Fiduciary shall be credited to the particular Fund or Account to which such moneys belong; *provided, however*, nothing herein contained shall prohibit the Issuer from directing the Trustee or a Fiduciary by a Written Request of the Issuer to make inter-Fund or Account transfers of investments at the market value of the investments so transferred, as such market value shall be determined by the Issuer at the time of transfer and set forth in the Written Request. The Trustee shall be entitled to rely on the determination set forth in the Written Request.

Section 10.02. Investment of Funds. (a) Moneys held in any Fund or Account shall be invested and reinvested by the Issuer or the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund or Account, subject to the following:

(1) the Trustee shall make such investments only in accordance with written instructions received from an Authorized Officer of the Issuer;

(2) the Trustee will not invest any moneys held by it under the Indenture in any investment for which it would receive a fee, unless it first obtains the express, written approval of the Issuer;

(3) any Supplemental Indenture authorizing a Series of Bonds may impose additional restrictions on moneys held in any Fund or Account; and

(4) any Supplemental Indenture authorizing a Series of Bonds may authorize the investment of moneys to be held in the related Project Account, Series Subaccount in the Debt Service Account or Series Subaccount in the Debt Service Reserve Account in such other investments in lieu of or in addition to the Investment Securities as may be specified by the Supplemental Indenture.

(b) Subject to any required rebate of earnings on investments in any Fund or Account to the United States of America pursuant to Section 148(f) of the Code and except as otherwise provided in a Supplemental Indenture establishing a Project Account or a Series Subaccount: (1) net income earned on any moneys or investments in the Construction Fund, the Revenue Fund and in each Series Subaccount in the Debt Service Account shall be retained in such Fund or Series Subaccount as the case may be; and (2) whenever the amount on deposit in any Series Subaccount in the Debt Service Reserve Account is equal to the applicable Debt Service Reserve Requirement, net income earned on any moneys or investments in such Series Subaccount shall be transferred to the Revenue Fund as provided in Section 5.08(c), otherwise, to be retained therein.

ARTICLE XI

DEFEASANCE

Section 11.01. Discharge of Indebtedness. (a) If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, subject to any limitations contained in a Supplemental Indenture with respect to a Series of Bonds, to the Holders of all Bonds and to the Principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture and if all Repayment Obligations owed to Security Instrument Issuers and Reserve Instrument Issuers shall have been paid in full, then the pledge of any Revenues, and other moneys, securities and Funds pledged under the Indenture and all covenants, agreements and other obligations of the Issuer to the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Issuer all moneys or securities held by them pursuant to the Indenture which are not required for the payment of Principal or Redemption Price, if applicable, on Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds the Principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the Issuer to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Fiduciaries (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds. Subject to any further conditions in a Supplemental Indenture with respect to a Series of Bonds, all Outstanding Bonds of any Series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (l) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in Article IV notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the Principal or Redemption Price, if applicable, of and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding ninety 90 days, the Issuer shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Holders of such Bonds that the deposit required by (2) above has been made with the Trustee and

that said Bonds are deemed to have been paid in accordance with this Section 11.01(b) and stating such maturity or redemption date upon which moneys are to be available for the payment of the Principal or Redemption Price, if applicable, of and the interest due and to become due on said Bonds. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section 11.01(b) nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust solely and exclusively for, the payment of the Principal or Redemption Price, if applicable, of and interest on said Bonds; *provided* that any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Trustee, free and clear of any trust, lien or pledge.

Section 11.02. Unclaimed Moneys. Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for four (4) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for four (4) years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the Written Request of the Issuer, be repaid by the Fiduciary to the Issuer, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Issuer for the payment of such Bonds.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Limited Liability of Issuer. Notwithstanding anything in the Indenture contained, the Issuer shall not be required to advance any moneys derived from any source of income other than the Revenues and other moneys, securities and Funds pledged under the Indenture for the payment of the Principal or Redemption Price of or interest on the Bonds, for Repayment Obligations or for the operation and maintenance of the Airport. Nevertheless, the Issuer may, but shall not be required to, advance for any of the purposes hereof any funds of the Issuer which may be available to it for such purposes.

The Purchaser of the Bonds will be deemed to have acknowledged that neither the Issuer nor any of its council members, officers or employees shall take any personal liability for the Bonds. The Purchaser will be deemed to have acknowledged that no covenant or agreement contained in the Bonds or in the Supplemental Indenture or this Indenture shall be deemed to be the covenant or agreement of any appointed official, officer, agent, servant or employee of the Issuer in his or her individual capacity or of any officer, agent, servant or employee of the Issuer in his or her individual capacity, and neither the members of the governing body of the Issuer nor

any official executing the Bonds, including any officer or employee of the Issuer, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.02. Benefits of Indenture Limited to Parties. Nothing in the Indenture, expressed or implied, is intended to give to any person other than the Issuer, the Trustee, any Paying Agent, any Transfer Agent, any Depositary, any Fiduciary, any Remarketing Agent, any Security Instrument Issuer, any Reserve Instrument Issuer, and the Holders of the Bonds, any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or agreements in the Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Trustee, the Paying Agents, any Transfer Agent, any Depositary, any Fiduciary, any Remarketing Agent, any Security Instrument Issuer, any Reserve Instrument Issuer, and the Holders of the Bonds.

Section 12.03. Successor is Deemed Included in All References to Predecessor. Whenever in the Indenture either the Issuer or the Trustee, any Transfer Agent, any Depositary, any Fiduciary, any Remarketing Agent, any Security Instrument Issuer, any Reserve Instrument Issuer, or any Paying Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in the Indenture contained by or on behalf of the Issuer, the Trustee, any Transfer Agent, any Depositary, any Fiduciary, any Remarketing Agent, any Security Instrument Issuer, any Reserve Instrument Issuer, or any Paying Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.04. Execution of Documents by Bondholders. (a) Any request, declaration or other instrument which the Indenture may require or permit to be executed by Bondholders may be in one or more instruments of similar tenor, and shall be executed by Bondholders in person or by their attorneys appointed in writing.

(b) Except as otherwise expressly provided, the fact and date of the execution by any Bondholder or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) The ownership of Bonds and the amount, maturity, number and date of holding the same shall be proved by the Bond register.

(d) Any request, declaration or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond in respect of anything done or suffered to be done by the Issuer or the Trustee in good faith and in accordance therewith or in reliance thereon.

Section 12.05. Airport of Registration. This Indenture shall constitute a Airport of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended.

Section 12.06. Plan of Financing. This Indenture shall constitute a plan of financing within the meaning and for all purposes of Section 11-14-302(3), Utah Code Annotated 1953, as amended.

Section 12.07. Waiver of Notice. Whenever in the Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.08. Cremation or Destruction of Canceled Bonds. Whenever in the Indenture provision is made for the surrender to the Issuer of any Bonds which have been paid or canceled pursuant to the provisions of the Indenture, the Issuer may, by a Written Request of the Issuer, direct the Trustee to cremate or destroy such Bonds and furnish to the Issuer a certificate of such cremation or destruction.

Section 12.09. Governing Law. The Indenture shall be governed by and construed in accordance with the laws of the State.

Section 12.10. Article and Section Headings. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding articles, sections or subdivisions of the Indenture, and the words "hereby," "herein," "hereof," "hereunder" and other words of similar import refer to the Indenture as a whole and not to any particular article, section or subdivision hereof. The headings or titles of the several articles and sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the Indenture.

Section 12.11. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Indenture to be performed shall be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Indenture or the Bonds; but the Bondholders, any Security Instrument Issuer and any Reserve Instrument Issuer shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed by the Mayor and countersigned by the City Recorder, and to evidence its acceptance of the trusts hereby created, Zions Bancorporation, National Association, has caused this Indenture to be executed, all as of the date first above written.

PROVO CITY, UTAH

By _____
Mayor

ATTEST:

By _____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By _____
Vice President

SUPPLEMENTAL INDENTURE

BETWEEN

PROVO CITY, UTAH

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

AUTHORIZING THE ISSUANCE AND SALE OF

$_____
TRANSPORTATION SALES TAX REVENUE BONDS,
SERIES 2026A

Dated as of January 1, 2026

TABLE OF CONTENTS

SECTION		PAGE
ARTICLE I	DEFINITIONS	1
Section 101.	Definitions	1
Section 102.	Authority for Supplemental Indenture	2
ARTICLE II	AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2026A BOND	2
Section 201.	Authorization of Series 2026A Bond, Principal Amount, Designation and Series	2
Section 202.	Purpose	2
Section 203.	Issue Date	2
Section 204.	Series 2026A Bonds	2
Section 205.	Denomination and Numbers	2
Section 206.	Paying Agent	3
Section 207.	Payment Terms	3
Section 208.	Sale of Series 2026A Bonds	3
Section 209.	Delivery of Series 2026A Bonds	3
Section 210.	Further Authority	3
ARTICLE III	APPLICATION OF SERIES 2026A BOND PROCEEDS; ESTABLISHMENT OF ACCOUNTS	3
Section 301.	Application of Proceeds of Series 2026A Bonds; No Debt Service Reserve Requirement	3
Section 302.	Establishment of Series 2026A Project Account	4
Section 303.	Establishment of Series 2026A Debt Service Subaccount	4
ARTICLE IV	FORM OF SERIES 2026A BOND	4
Section 401.	Form of Series 2026A Bonds	4
ARTICLE V	MISCELLANEOUS	13
Section 501.	Arbitrage Covenant; Covenant to Maintain Tax Exemption	13
Section 502.	Reports	14
Section 503.	Ratification	14
Section 504.	Severability	14
Section 505.	Conflict	14
Section 506.	Captions	14
Section 507.	Effective Date	14

Section Page

SIGNATURES 15

EXHIBIT A — PAYMENT SCHEDULE

EXHIBIT B — FORM OF WRITTEN CERTIFICATE AND REQUEST FOR PAYMENT FROM CONSTRUCTION FUND

This SUPPLEMENTAL INDENTURE, dated as of January 1, 2026 (the *"Supplemental Indenture"*), by and between Provo City, Utah (the *"Issuer"*), and Zions Bancorporation, National Association, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trust hereby created, as trustee (the *"Trustee"*):

WITNESSETH:

WHEREAS, the Issuer operates a municipal airport (the *"Airport"*);

WHEREAS, the Issuer has entered into a Master Trust Indenture Providing for the Issuance of Transportation Sales Tax Revenue Bonds, dated as of January 1, 2026, between the Issuer and the Trustee (the *"Master Indenture"*);

WHEREAS, the Municipal Council of the Issuer desires to authorize the City to finance the acquisition and construction of certain additions and improvements to the Airport (the *"Series 2026A Project"*);

WHEREAS, in order to finance the costs of the Series 2026A Project and pay costs of issuance of the Bond, pursuant to authority contained in the Act, the Issuer considers it necessary and desirable and for the benefit of the Issuer and its inhabitants to issue, pursuant to the Master Indenture and applicable law, its Transportation Sales Tax Revenue Bonds, Series 2026A (the *"Series 2026A Bonds"*);

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

ARTICLE I

DEFINITIONS

Section 101. Definitions. (a) Certain terms are defined in the recitals hereto. Except as provided in subsection (b) of this section, all defined terms contained in the Master Indenture, when used in this Supplemental Indenture, shall have the same meanings as set forth in the Master Indenture.

(b) As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following meanings:

"Indenture" means the Master Indenture, as amended and supplemented by this Supplemental Indenture.

"Issue Date" is defined in Section 203 hereof.

"Purchaser" means _____, as the purchaser of the Series 2026A Bonds.

"Record Date" means, with respect to the Series 2026A Bond, the fifteenth day of the month next preceding each respective interest payment date.

"Series 2026A Debt Service Subaccount" means the Series Subaccount established in the Debt Service Account in the Bond Fund pursuant to Section 5.02 of the Master Indenture and Section 303 hereof.

"Series 2026A Project Account" means the Series 2026A Project Account established in the Construction Fund pursuant to Section 5.02 of the Master Indenture and Section 302 hereof.

"Tax Certificate" means any agreement or certificate of the Issuer that it may execute in order to assure the tax-exempt status of interest received on the Series 2026A Bond.

The terms *"hereby," "hereof," "hereto," "herein," "hereunder,"* and any similar terms as used in this Supplemental Indenture, refer to this Supplemental Indenture.

Section 102. Authority for Supplemental Indenture. This Supplemental Indenture is entered into pursuant to the provisions of the Act and the Master Indenture.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2026A BOND

Section 201. Authorization of Series 2026A Bond, Principal Amount, Designation and Series. For the purpose specified in Section 202 hereof and in accordance with and subject to the terms, conditions and limitations established in the Master Indenture and this Supplemental Indenture, Transportation Sales Tax Revenue bonds are hereby authorized to be issued in the Principal amount of $_____. Such Bonds shall be designated *"Transportation Sales Tax Revenue Bonds, Series 2026A."* The Series 2026A Bonds shall be issued as a single, fully-registered bond, without coupons.

Section 202. *Purpose*. The Series 2026A Bonds are being issued to finance costs of the Series 2026A Project and pay costs of issuance of the Series 2026A Bonds.

Section 203. *Issue Date*. The issue date of the Series 2026A Bond shall be the date of original issuance and delivery thereof (the *"Issue Date"*).

Section 204. *Series 2026A Bonds*. The Series 2026A Bonds shall mature on _____, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from their Issue Date, payable semiannually on _____ 1 and _____ 1 in each year, commencing _____ 1, 2026 at the rate of ____% per annum.

Section 205. *Denomination and Numbers*. The Series 2026A Bonds shall be issued as a single, fully-registered Bond, without coupons, in the amount of $_____.

Section 206. *Paying Agent*. Zions Bancorporation, National Association is hereby appointed the Trustee under the Indenture and the Paying Agent for the Series 2026A Bonds. Principal and Redemption Price of the Series 2026A Bonds shall be payable at the principal corporate trust office of Zions Bancorporation, National Association, in Salt Lake City, Utah, or of its successor as Paying Agent (except that surrender of the Series 2026A Bonds shall not be required for the payment of any mandatory sinking fund redemption payment). Payment of interest on any Series 2026A Bonds shall be made to the Owner thereof and shall be paid by check or draft mailed to the Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such Owner. So long as the Purchaser is the Owner of the Series 2026A Bonds, all payments of Principal and Redemption Price of and interest on the Series 2026A Bonds shall be paid by wire transfer to an account in the continental United States designated by the Purchaser to the Trustee in writing at least two Business Days prior to the Record Date.

Section 207. *Payment Terms*. (a) The Series 2026A Bonds shall be payable on the dates and in the amounts set forth in *Exhibit A* attached hereto.

(b) The Series 2026A Bonds are subject to redemption prior to maturity, in whole or in part, at the election of the Issuer, at a price of 100% of the principal amount of the Series 2026A Bonds to be redeemed, plus accrued interest, on or after _____ 1, _____.

(c) Notice of prepayment shall be given in the same manner as a notice of redemption, as provided in Section 4.03 of the Master Indenture.

Section 208. *Sale of Series 2026A Bonds*. The Series 2026A Bonds shall be sold to the Purchaser at a price of $_____, (representing the par amount of the Series 2026A Bonds).

Section 209. *Delivery of Series 2026A Bonds*. The Series 2026A Bonds shall be delivered to the Purchaser on January ___, 2026, or such other date as shall be mutually agreeable to the Issuer and the Purchaser, upon compliance with the provisions of Section 3.02 of the Master Indenture.

Section 210. *Further Authority*. The Mayor, the Director of Finance, and the City Recorder are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2026A Bonds.

ARTICLE III

APPLICATION OF SERIES 2026A BOND PROCEEDS; ESTABLISHMENT OF ACCOUNTS

Section 301. *Application of Proceeds of Series 2026A Bonds; No Debt Service Reserve Requirement.* (a) The proceeds of the sale of the Series 2026A Bonds shall be deposited into the Series 2026A Project Account.

(b) [There is no Debt Service Reserve Requirement with respect to the Series 2026A Bonds.]

Section 302. Establishment of Series 2026A Project Account. There is hereby established a separate account for the Series 2026A Bond to be held by the Trustee and designated as the *"Series 2026A Project Account."* Moneys deposited in the Series 2026A Project Account shall be used to pay Costs of Construction of the Project and costs of issuance of the Series 2026A Bonds in accordance with Section 5.03 of the Master Indenture and in the form of *Exhibit B* attached hereto.

Section 303. Establishment of Series 2026A Debt Service Subaccount. Pursuant to the provisions of Section 5.02 of the Master Indenture, there is hereby established in the Debt Service Account in the Bond Fund a separate Series Subaccount for the Series 2026A Bonds designated as the *"Series 2026A Debt Service Subaccount."*

ARTICLE IV

FORM OF SERIES 2026A BONDS

Section 401. *Form of Series 2026A Bonds*. Subject to the provisions of the Indenture, the Series 2026A Bonds shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted hereby or by the Indenture:

[FORM OF BOND]

Registered Registered

Number R-___ $_____

UNITED STATES OF AMERICA

STATE OF UTAH

PROVO CITY, UTAH

TRANSPORTATION SALES TAX REVENUE BOND,
SERIES 2026A

INTEREST RATE	MATURITY DATE	DATED DATE
_____%	_____ 1, ____	January ___, 2026

REGISTERED OWNER:

PRINCIPAL AMOUNT: ---------- DOLLARS----------

KNOW ALL MEN BY THESE PRESENTS that Provo City, Utah (the *"Issuer"*), a duly organized and existing body corporate and political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, in the manner and from the source hereinafter provided, to the registered owner identified above or registered assigns, on the dates and in the amounts set forth on *Exhibit A* attached hereto, the principal amount identified above (the *"Principal Amount"*), and to pay to the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid, or unless, as shown by the records of the hereinafter referred to Trustee, interest on the hereinafter referred to Bond shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, or unless no interest has been paid on this Bond, in which event it shall bear interest from the Dated Date, payable semiannually on _____ 1 and _____ 1 of each year, beginning _____ 1, 2026 until payment in full of the Principal Amount. This Bond shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) at the interest rate per annum shown above.

Principal of and premium, if any, on this Bond shall be payable at the principal corporate trust office of Zions Bancorporation, National Association, in Salt Lake City, Utah, a paying agent of the Issuer, or its successor as such paying agent, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts (except that surrender of the Series 2026A Bond shall not be required for the payment of any mandatory sinking fund redemption payment). Payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record as of the close of business on the fifteenth day of the month next preceding each interest payment date at the address of such registered owner as it appears on the registration books of the Issuer maintained by Zions Bancorporation, National Association (the *"Trustee"*), or at such other address as is furnished in writing by such registered owner to the Trustee as provided in the Indenture (as hereinafter defined). So long as _____ (the *"Initial Purchaser"*), is the owner of this Bond, all payments of Principal of and interest on this Bond shall be paid by wire transfer to an account in the continental United States designated by the Initial Purchaser to the Trustee in writing at least two Business Days prior to the Record Date.

This Bond is a special obligation of the Issuer and is one of the Transportation Sales Tax Revenue bonds of the Issuer (the *"Bonds"*) issued under and by virtue of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Act"*), and under and pursuant to the Master Trust Indenture Providing for the Issuance of Transportation Sales Tax Revenue Bonds, dated as of January 1, 2026 (the *"Master Indenture"*), between the Issuer and the Trustee, as supplemented by the Supplemental Indenture, dated as of January 1, 2026 (the *"Supplemental Indenture"* and, together with the Master Indenture, the *"Indenture"*), authorizing the issuance of the Issuer's Transportation Sales Tax Revenue Bonds, Series 2026A (the *"Series 2026A Bond"*), for the purpose of providing funds to finance the costs of certain improvements to the Issuer's municipal airport and paying costs of issuance of the Series 2026A Bonds. Capitalized terms used but not defined in this Bond have the meanings assigned to such terms in the Indenture.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF AND INTEREST ON THIS BOND SOLELY FROM THE REVENUES AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE INDENTURE. THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS. PURSUANT TO THE INDENTURE, SUFFICIENT REVENUES HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND.

The Purchaser of the Bond will be deemed to have acknowledged that neither the Issuer nor any of its council members, officers or employees shall take any personal liability for the Bond. The Purchaser will be deemed to have acknowledged that no covenant or agreement contained in the Bond or in the Master Indenture or this Supplemental Indenture shall be deemed to be the covenant or agreement of any appointed official, officer, agent, servant or employee of the Issuer in his or her individual capacity or of any officer, agent, servant or employee of the Issuer in his or her individual capacity, and neither the members of the governing body of the Issuer nor any official executing the Bond, including any officer or employee of the Issuer, shall

be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof.

As provided in the Indenture, bonds, notes and other obligations may be issued 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 that may be issued is not limited. All bonds, notes and other obligations issued and to be issued under the Indenture are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

This Bond is designated as a *"Transportation Sales Tax Revenue Bond, Series 2026A*," issued in the Principal amount of $_____ dated the date first set forth above, and duly issued under and by virtue of the Act and under and pursuant to the Indenture. Copies of the Indenture are on file at the office of the City Recorder of the Issuer, and at the principal corporate trust office of the Trustee. Reference to the Indenture and to the Act is made for a description of the pledge and covenants securing the Series 2026A Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Series 2026A Bond is issued, and upon which additional bonds, notes and other obligations may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Issuer and the Trustee. Such pledge and other obligations of the Issuer under the Indenture may be discharged at or prior to the maturity or redemption of the Series 2026A Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof to the Trustee or a Transfer Agent together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such duly authorized attorney. Thereupon, the Issuer shall issue in the name of the transferee a new Series 2026A Bond or Bonds of the same aggregate Principal amount and Series, designation, maturity and interest rate as the surrendered Series 2026A Bond, all as provided in the Indenture and upon the payment of the charges therein prescribed. The Issuer, the Trustee, and any paying agent may treat and consider the person in whose name this Series 2026A Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the Principal or Redemption Price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Trustee nor any paying agent shall be affected by any notice to the contrary.

The Series 2026A Bond is issuable solely in the form of a single, fully-registered Bond, without coupons, in the principal amount of $_____.

The Series 2026A Bond is subject to redemption, in whole or in part, at the election of the Issuer, at a price of 100% of the principal amount of the Series 2026A Bond to be redeemed, plus accrued interest, on or after _____ 1, _____.

Notice of redemption shall be given in the same manner as a notice of redemption, as provided in Section 4.03 of the Master Indenture. Notice of redemption shall be given as provided in the Indenture to the registered owner of the Series 2026A Bond, at his address as it appears on the bond registration books of the Trustee or at such address as he may have filed with the Trustee for that purpose.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

This Bond is issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified, recited, and declared that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Act and the Indenture to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of the Series 2026A Bond, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, PROVO CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and countersigned by its City Recorder, all as of the dated date specified above.

PROVO CITY, UTAH

_____
Mayor

COUNTERSIGN:

_____
City Recorder

EXHIBIT A

[ATTACH PAYMENT SCHEDULE]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is the Bond described in the within mentioned Indenture and is the Transportation Sales Tax Revenue Bond, Series 2026A of Provo City, Utah.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

By_____
Authorized Officer

Date of registration and authentication: January ___, 2026

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of PROVO CITY, UTAH, and hereby irrevocably constitutes and appoints _____

_____

attorney, to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE V

MISCELLANEOUS

Section 501. Arbitrage Covenant; Covenant to Maintain Tax Exemption. (a) The Mayor, the City Recorder, and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2026A Bond are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, (ii) the Series 2026A Bond is not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Series 2026A Bond is not and will not become includible in gross income of the Owners thereof for federal income tax purposes under the Code and applicable regulations promulgated or proposed thereunder.

(b) The Issuer covenants and certifies to and for the benefit of the Owners from time to time of the Series 2026A Bond that:

(i) the Issuer will at all times comply with the provisions of any Tax Certificates;

(ii) the Issuer will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2026A Bond, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2026A Bond, pursuant to Section 148 of the Code and applicable regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2026A Bond, would have caused the Series 2026A Bond to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) the Issuer will not provide any service or use or permit the use of any of its facilities or properties in such manner that would cause the Series 2026A Bond to be a "private activity bond" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2026A Bond and ending 15 days following the delivery of the Series 2026A Bond, other than the Series 2026A Bond;

(vi) the Issuer will not take any action that would cause interest on the Series 2026A Bond to be or to become ineligible for the exclusion from gross income of the

Owners of the Series 2026A Bond as provided in Section 103 of the Code, nor will the Issuer omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2026A Bond to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2026A Bond as provided in Section 103 of the Code; and

(vii) the Issuer acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2026A Bond, under present rules, the Issuer is treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2026A Bond with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

Section 502. Reports. All reports, statements and other documents required under the Indenture to be delivered to the Trustee with respect to the Series 2026A Bond shall simultaneously be delivered to the Purchaser, including but not limited to, the financial statement described in Section 6.10(b) of the Master Indenture.

Section 503. Ratification. All proceedings, Indentures and actions of the Issuer and its officers taken in connection with the sale and issuance of the Series 2026A Bond are hereby ratified, confirmed and approved.

Section 504. Severability. It is hereby declared that all parts of this Supplemental Indenture are severable, and if any section, paragraph, clause or provision of this Supplemental Indenture shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Supplemental Indenture.

Section 505. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Supplemental Indenture are, to the extent of such conflict, hereby repealed.

Section 506. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Indenture.

Section 507. Effective Date. This Supplemental Indenture shall take effect immediately.

IN WITNESS WHEREOF, the Issuer has caused this Supplemental Indenture to be executed by the Mayor and countersigned by the City Recorder, and to evidence its acceptance of the trusts hereby created, Zions Bancorporation, National Association, has caused this Indenture to be executed.

PROVO CITY, UTAH

By_____
Mayor

ATTEST AND COUNTERSIGN:

By_____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

By_____
Vice President

EXHIBIT A

[ATTACH PAYMENT SCHEDULE (PAGE ___ OF FINAL NUMBERS)]

EXHIBIT B

[FORM OF WRITTEN CERTIFICATE AND REQUEST FOR PAYMENT FROM CONSTRUCTION FUND]

TO: Zions Bancorporation, National Association, as trustee under that certain Master Trust Indenture Providing for the Issuance of Transportation Sales Tax Revenue Bonds, dated as of January 1, 2026, as supplemented by a Supplemental Indenture dated as of January 1, 2026 (the *"Supplemental Indenture"*), in connection with the Transportation Sales Tax Revenue Bonds, Series 2026A (the *"Bond"*) of Provo City, Utah

DATED: _____

WRITTEN CERTIFICATE AND REQUEST NO. _____

The undersigned Authorized Officer of Provo City, Utah (the *"Issuer"*), does hereby certify and request to Zions Bancorporation, National Association, as trustee (the *"Trustee"*), as follows:

1. I have read the provisions of Section 1.01 (Written Certificate of the Issuer, Written Request of the Issuer, Written Statement of the Issuer) and Section 5.03(e) of the Master Trust Indenture Providing for the Issuance of Transportation Sales Tax Revenue Bonds, dated as of January 1, 2026 (the *"Master Indenture"*), between the Issuer and the Trustee, as supplemented by a Supplemental Indenture dated as of January 1, 2026 (the *"Supplemental Indenture"* and, collectively with the Master Indenture, the *"Indenture"*), and in connection therewith have undertaken an examination and investigation of the facts and circumstances on which this Written Certificate and Request is based in order to make the request and certification contained herein, and in my opinion, this Written Certificate and Request complies with the provisions of Section 1.01 (Written Certificate of the Issuer, Written Request of the Issuer, Written Statement of the Issuer) and Section 5.03(e) of the Indenture.

2. Pursuant to the provisions of Section 5.03(e) of the Indenture, the undersigned hereby requests and authorizes a payment from the Series 2026A Project Account (the *"Project Account"*) in the Construction Fund relating to the Bond to pay the amounts shown on the attached Payment Schedule to the Issuer, representing payments heretofore made or to be made by the Issuer to the persons listed thereon.

3. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Project Account as a Cost of Construction with respect to the Bond and/or the Project financed by the Bond.

4. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies in connection with this authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedule is a proper charge against the Project Account, is a reasonable amount, and has not been heretofore included in a prior Written Certificate and Request for payment or reimbursement from the Project Account.

5. A copy of this Written Certificate and Request is being kept on file in the official records of the Issuer.

6. This Written Certificate and Request, including the Payment Schedule attached hereto, shall be conclusive evidence of the facts and statements set forth herein, and that there has not been filed with or served upon the Issuer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing solely by operation of law.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture.

PROVO CITY, UTAH

By_____
Its_____

SCHEDULE I

PAYMENT SCHEDULE

PAYEE	AMOUNT	PURPOSE
	$	
TOTAL	$_____	

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JMCKNIGHT
Presenter: Brian Torgersen, Aiport Director
Department: Public Works
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-020

SUBJECT: 12 A resolution appropriating $20,000,000 in the Airport Fund for airport terminal expansion applying to the fiscal year ending June 30, 2026. (25-020)

RECOMMENDATION: The Airport requests Council appropriate $20 million in the Airport Fund related to the transportation sales tax bond resolution being considered.

BACKGROUND: The Airport terminal expansion project is being funded by multiple funding sources totaling $140M. Two specific revenue sources were identified in the funding plan as Provo City participation in that funding. First, $11 million ($2.0M-$2.3M annually) of County option sales tax dedicated to transportation projects over a period of 6 years. Second, $13 million ($2.35M annually) of passenger facility charge (PFC) revenue collected by airline partners and remitted to the Airport over a period of 6 years. In order to utilize these funding sources for construction an interim funding mechanism is needed. In previous conversations with Council an interfund loan was contemplated, however, it was determined that outside financing is preferable.

FISCAL IMPACT: $20 million in bond financing

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Page 61 of the 2023 General Plan states “Provo should continue to invest in and expand its airport and flight offerings while promoting the city’s accessibility regionally, nationally, and internationally.”

RESOLUTION <<Document Number>>

A RESOLUTION APPROPRIATING $20,000,000 IN THE AIRPORT FUND FOR AIRPORT TERMINAL EXPANSION APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2026. (25-020)

RECITALS:

It is proposed that $20,000,000 be appropriated in the Airport Fund for Airport Terminal expansion costs;

The funding source is a $20,000,000 bond repaid by ¼ cent sales tax for transportation and passenger facility charge revenue;

On December 16, 2025, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Mayor is authorized to appropriate $20,000,000 upon bond closing in the Airport fund for Airport Terminal expansion.

PART II:

This resolution takes effect immediately.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: KZARBOCK
Presenter: Kelsey Zarbock, Budget Officer
Department: Finance
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-105

SUBJECT: 13 A resolution approving the appropriation of $10,000 to pay for a public safety impact fee study for the fiscal year ending June 30, 2026. (25-105)

RECOMMENDATION: Staff recommends approving a $10,000 appropriation in the General CIP fund to pay for a public safety impact fee study. The funding source for the study is public safety impact fees.

BACKGROUND: Provo City's last public safety impact fees study was performed in fiscal year 2018. To make sure the fees are accurate and that applicable projects are included on the public safety impact fee facilities plan, the City would like to contract with Zion's Bank to perform a new impact fee study. Updated impact fee studies ensure infrastructure costs for impact fee-qualifying projects are current and keeps the City compliant with State requirements. While there are multiple steps required to undergo an impact fee study and implement new fees, this agenda item is simply a request to allocate the $10,000 needed to pay for the study.

FISCAL IMPACT: $10,000 cost which will be offset by impact fee revenue

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Update fees

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING THE APPROPRIATION OF $10,000 TO PAY FOR A PUBLIC SAFETY IMPACT FEE STUDY FOR THE FISCAL YEAR ENDING JUNE 30, 2026. (25-105)

RECITALS:

It is proposed that $10,000 be appropriated in the General CIP fund to pay for a public safety impact fee study;

The funding source for the appropriation is public safety impact fee revenues;

On December 16, 2025, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

An appropriation of $10,000 in the General CIP fund for a public safety impact fee study is authorized.

PART II:

This resolution takes effect immediately.

ADMINISTRATIVE SERVICES
TEL 801 852 6504
351 W CENTER ST
PO BOX 1849
PROVO, UT 84603

NOTICE OF PUBLIC HEARING BEFORE THE PROVO MUNICIPAL COUNCIL

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on the following item during the Council Meeting that will take place on Tuesday, December 16th, 2025 at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah. Anyone interested is invited to attend.

Provo City Council will consider an appropriation of $10,000 in the general CIP fund for a public safety impact fee study. The funding source of the appropriation will be public safety impact fee revenue.

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meeting virtually may do so via Zoom. To join the Zoom meeting, visit zoom.us/join and enter Meeting ID 862 9180 2501 and Passcode 212896. To listen or comment via phone, dial **346-248-7799**, enter Meeting ID 862 9180 2501and press **#**. Press **#** again for participant ID. Once connected, press ***9** to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	AERCANBRACK
Presenter:	Laramie Gonzales, Customer Op Business Analyst & Aaron Sanborn, Vice President of Zion's Public Finance
Department:	Customer Service
Requested Meeting Date:	12-16-2025
Requested Presentation Duration:	45 minutes
CityView or Issue File Number:	25-072

SUBJECT: 14 An ordinance amending the Consolidated Fee Schedule to update fees related to business licenses and rental dwelling licenses. (25-072)

RECOMMENDATION: Approve the proposed ordinance.

BACKGROUND: Provo City contracted with Zions Public Finance to conduct an analysis of business license and rental dwelling fees. This effort follows two previous fee studies completed in 2010 and 2011, both of which recommended significant increases to better align fees with the actual cost of service. However, at that time, the City Council chose not to implement those recommended rate increases. The current study by Zions aims to provide updated data and recommendations to ensure that fees are fair, equitable, and reflective of the City's cost to provide these services.

FISCAL IMPACT: The City currently subsidizes these programs; adopting the proposed fees would make them self-sustaining.

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Adopting these fees would ensure cost recovery for administering the business and rental licensing programs.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE TO UPDATE FEES RELATED TO BUSINESS LICENSES AND RENTAL DWELLING LICENSES. (25-072)

RECITALS:

It is proposed that Provo City's Consolidated Fee Schedule be amended to update the business and rental dwelling license fees to more accurately reflect the City's costs associated with providing these services to the community.

Zions Public Finance, Inc. (ZPFI) was retained by the City to perform an evaluation and analysis of the City's current license fee structure, and to assess the actual costs to the City related to administering these licensing programs, as well as disproportionate costs to provide City services to certain businesses.

Based on ZPFI's analysis, it was determined that the current fee schedule does not fully reflect the actual cost to the City to provide necessary services for businesses and rental properties.

The proposed amendments to the Consolidated Fee Schedule are intended to ensure that the business licensing and rental dwelling licensing programs are financially self-sustaining and not subsidized by other City revenues.

The proposed amendments do not directly amend the Provo City Code; rather, the Consolidated Fee Schedule is adopted throughout Provo City Code by reference and the amendments will be reflected solely in the Consolidated Fee Schedule.

On Tuesday, June 17, 2025, and Tuesday, July 8, 2025, the Municipal Council met to learn the results of ZPFI's analysis and associated report, and to receive public comment about the current fee schedule and proposed amendments, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The Provo City Consolidated Fee Schedule is amended as shown in Exhibit A.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance shall take effect on April 1, 2026, following its posting or publication in accordance with Utah Code Section 10-3-711, its presentation to the Mayor in accordance with Utah Code Section 10-3b-204, and its recording in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Provo City Consolidated Fee Schedule

Administrative
Airport
Business Licensing
Cemetery
City Hall Community Room Rental
Development Fees
Engineering
Fire Department
Fire Inspection Fees
Inspection Fees
Impact Fees
Justice Court
Library at Academy Square
Parks and Recreation
- **Covey Center for the Arts**
- **Golf Course**
- **Park Pavilion Reservations**
- **Parks, Parkways, Trails, and Other Park Properties**
- **Provo City Recreation Center**
- **Provo Shooting Sports Park**
- **Sports, Adult**
- **Sports, Youth**
- **Sports Fields Rental Fees**
- **Peaks Ice Arena**

Permit Areas
Police Department
Utilities
- **Transportation Utility Fund Fee**
- **Culinary Water**
- **Energy**
- **Sanitation**
- **Storm Water**
- **Wastewater**

ADMINISTRATIVE

Blueprints	
8 1/2" x 11"	$0.75
12" x 18"	$2.00
15" x 30"	$3.00
30" x 30"	$5.00
400 Scale Aerial	$5.00
Notary Service	$2.00
Records and GRAMA Requests	
Employee time to respond to a records request	The full fee allowed by statute
Computer media	$20.00
Bicycle License	No charge
Dispatch recordings	$20.00
Fire report	$15.00
Photocopy, standard	$0.10 per page
Photocopy, special	Cost

Photos (per CD of photos)	$20.00
Photos (per printed photo)	$5.00
Police Clearances	$10.00
Insurance Letters	$10.00
Subpoenas	Costs as per statute
Traffic accident reports	$10.00
Videos (cost per video)	$25.00 minimum due at time of request (credited against final fee)
Fire and Police records	$15.00 minimum due at time of request (credited against final fee)
Returned Check Fee	$20.00
Passport Application	$35.00
Passport Photo	$15.00
Fingerprinting	$15.00
Late Fee on Utility Bills	1.5%

Late Fee on Miscellaneous Accounts Receivable (Customer Service)	1.5%

AIRPORT

Ground Lease	$0.65 per square foot per year
Hangar Rental	
Hangars 1A to 27A	$310.00 per month
City-owned Box Hangars	$340.00 per month
All other City-owned T-hangars	$405.00 per month
Shade Hangar	$185.00 per month
Tie Downs	
Monthly Fee	$75.00
Annual Fee	$750.00
Fuel Flowage Fee	$0.08 per gallon for non-air carriers. $0.05 for air carriers.

Annual Fee for Commercial Services	$250.00
White Badge Fee	$25.00 per year
SIDA Badge Fee	$50.00 per year
Badge Endorsement Fee	$25.00 per endorsement
Airport Parking Fee	$12.00 per vehicle per day
Rental Car Concessions Fee	10% of gross revenue plus $20.00 per month per parking space
Landing Fee	$1.10 per 1,000 pounds landed weight for all aircraft over 12,500 pounds
Terminal Use Fee	$2.08 per enplaned passenger
Office Space Lease	$24.00 per square foot per year
Employee Parking Pass	$25.00 per month
Remain Over Night Fee	$50.00 per plane per night

Customer Facility Charge	$3.50 per rental day
Electric Vehicle Charging Rate	$0.25 per kWh
Passenger Facility Charge	$4.50 per passenger
Document Review Fee	$200.00 per application
Security Violation 1st Offense Badge Reinstatement Fee	$50.00
Security Violation 2nd Offense Badge Reinstatement Fee	$100.00
Badging Office Report Generation Fee	$50.00 per report
Video Display Advertising Non-Sterile Area	$150.00 per month
Video Display Advertising Sterile Area	$500.00 per month
Conference Room Rental	$150.00 1 – 4 hour reservation
Conference Room Cleaning Fee	$150.00

Filming Activity Location Charge	Based on time and scope plus Escort Hourly Charge of $100.00 per hour per escort
Hangar Wait List	$1,000.00 deposit applied to first month's lease
Lease Execution Fee	$750.00
Lease Assignment Fee	$500.00
Ground Transportation Fee	$1.50 per drop-off and pick-up
Flight School Operations Fee	$1.50 per landing
Security Escort Fee	$100.00 per hour per escort

BUSINESS LICENSING

~~General Business License~~

~~Number of Employees~~	~~Fee~~
~~0 – 5~~	~~$125~~

~~6 – 10~~	~~$175~~
~~11 – 25~~	~~$300~~
~~26 – 50~~	~~$425~~
~~51 – 75~~	~~$550~~
~~76 – 100~~	~~$675~~
~~101+~~	~~$800~~

~~Late Fee~~	~~$25.00~~
~~Name Change~~	~~$10.00~~
~~Location Change~~	~~$25.00~~
~~Home Occupation~~	
~~New Application~~	~~$37.00~~
~~Renewal~~	~~$17.00~~
~~Major Businesses Fee~~	~~$100.00~~
~~Home Occupation/Day Care/Pre-School~~	
~~Business License~~	~~$175.00~~
~~Annual Renewal~~	~~$155.00~~

~~Auction~~	~~Lesser of $10.00 per day or $100.00 per month~~
~~Beer License~~	
~~Class "A"~~	~~$350.00~~
~~Class "B"~~	~~$450.00~~
~~Class "C"~~	~~$550.00~~
~~Class "D"~~	~~$300.00~~
~~Class "E"~~	~~$550.00~~
~~Class "F"~~	~~$450.00~~
~~Nonrefundable Portion (included in application fee)~~	~~$50.00~~
~~Bond~~	~~$1,000.00~~
~~Billboards~~	~~$21.00 per billboard~~
~~Cell/Radio Tower~~	~~$21.00 per tower~~
~~Christmas Tree Stand~~	
~~Business License~~	~~$209.00~~
~~Permit Fee~~	~~$100.00~~

~~Clean Up Bond~~	~~$300.00~~
~~Closing Out Sales~~	~~$25.00 + $2.00 per $1,000.00 of inventory~~
~~Contracted Services~~	
~~Business License~~	~~$218.00~~
~~Annual Renewal~~	~~$159.00~~
~~Extra Living Space Registration~~	~~$50.00 per year~~
~~Fireworks Stand~~	
~~Business License~~	~~$134.00~~
~~Permit Fee~~	~~$200.00~~
~~Inspection Fee~~	~~$75.00~~
~~Franchise~~	
~~One-Time Application Fee~~	~~$1,500.00~~
~~Annual Fee~~	~~6% of gross revenue~~
~~Keeping Chickens~~	~~$20.00~~
~~Locksmithing~~	

~~Business License~~	~~See Contracted Services~~
~~Individual License~~	~~$25.00 per person~~
~~Newsstands~~	~~$21.00 per newsstand~~
~~Nonprofit – Nonretail~~	
~~Business License~~	~~$218.00~~
~~Annual Renewal~~	~~$159.00~~
~~Nonprofit – Retail~~	
~~Business License~~	~~$287.00~~
~~Annual Renewal~~	~~$228.00~~
~~Nuisance Abatement Administrative Fee~~	~~$100.00~~
~~Parade Vending and Selling Permit~~	~~$25.00~~
~~Public Assembly~~	
~~Permit Fee~~	~~$100.00~~
~~Business License~~	~~$100.00 per day~~
~~Rendering Facility~~	~~$644.00~~

Rental Dwelling, Including Mobile Homes	
One Rental Dwelling with One Unit	$20.00
More Than One Rental Dwelling Unit	$60.00
Residential Accessory Dwelling Unit Setup Fee	$50.00
Salon Chair	$28.00
Sexually Oriented Businesses	
Business License	$218.00
Annual Renewal	$159.00
Employee License	$50.00 each
Employee Annual Renewal	$25.00 each
Solicitors	$66.00 per employee
Solicitor's Identification Badge	$10.00 per employee
Solid Waste Hauler – Commercial	
Business License	No fee

~~Annual Franchise Tax~~	~~6% of all gross revenues~~
~~Solid Waste Hauler — Private~~	
~~Business License~~	~~$218.00~~
~~Annual Renewal~~	~~$159.00~~
~~Special Events~~	
~~Application Fee~~	~~$50.00~~
~~Taxicab Business License Sticker~~	~~$10.00~~
~~Temporary Business License~~	
~~Business License~~	~~$218.00~~
~~Permit Fee~~	~~$100.00~~
~~Clean Up Bond for Circuses and Carnivals~~	~~$1,000.00~~
~~Clean Up Bond for All Others~~	~~$300.00~~
~~Towing and Parking Enforcement~~	
~~Business License~~	~~See Table for all Office Staff~~

~~Annual Fee per Truck~~	~~$38.00~~
~~Vending~~	~~$21.00~~
~~Towing Bond~~	~~$1,000.00~~

License Type	Fee
Home Business	$141.31[1]
Home Occupation / Major	$169.10
Home Occupation / Day Care	$205.98
Class A	$76.16
Class B	$76.16
Class C	$76.16
Class D	$76.16
Class E	$76.16
Class F	$76.16
Non-profit non-retail	$222.35
Non-profit retail	$222.35
Christmas Tree Stand + permit fee	$206.40
Firework Stand + permit fee	$206.40
Chicken License	$20.25
Solicitor	$72.32
Temporary + permit fee	$275.63

License Type	Fee
Towing	$182.98
Salon Chair	$73.93
Special Event	$307.99
Food truck	$201.00
General Business + Food Est.	$92.04
Late Fee (all licenses)	$12.02
Name Change	$16.14
Location Change	$222.35

1 Although no license fee will be charged for Home Businesses that do not have an impact, the City could charge this amount, if able.

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost
Accommodation and Food Services	$252.43	$532.07	$784.50
Administrative and Support and Waste Management and Remediation Services	$252.43	$0.00	$252.43
Agriculture, Forestry, Fishing and Hunting	$252.43	$0.00	$252.43
Air Transportation	$252.43	$105.61	$358.04
Apparel Manufacturing	$252.43	$224.20	$476.63
Arts, Entertainment, and Recreation	$252.43	$225.20	$477.63
Beverage and Tobacco Product Manufacturing	$252.43	$0.00	$252.43
Building Material and Garden Equipment and Supplies Dealers	$252.43	$341.69	$594.12
Chemical Manufacturing	$252.43	$0.00	$252.43
Clothing and Clothing Accessories Stores	$252.43	$6.09	$258.52

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost
Computer and Electronic Product Manufacturing	$252.43	$0.00	$252.43
Construction	$252.43	$0.00	$252.43
Couriers and Messengers	$252.43	$0.00	$252.43
Educational Services	$252.43	$79.29	$331.72
Electronics and Appliance Stores	$252.43	$0.00	$252.43
Fabricated Metal Product Manufacturing	$252.43	$53.35	$305.78
Finance and Insurance	$252.43	$61.92	$314.35
Food and Beverage Stores	$252.43	$1,131.26	$1,383.69
Food Manufacturing	$252.43	$0.00	$252.43
Furniture and Home Furnishings Stores	$252.43	$0.00	$252.43
Furniture and Related Product Manufacturing	$252.43	$0.00	$252.43
Gasoline Stations with Alcohol License	$252.43	$2,368.04	$2,620.47
Gasoline Stations without Alcohol License	$252.43	$1,023.47	$1,275.90
General Merchandise Stores	$252.43	$301.95	$554.38
Health and Personal Care Stores	$252.43	$79.87	$332.30
Health Care and Social Assistance	$252.43	$51.24	$303.67
Impound	$252.43	$0.00	$252.43
Information	$252.43	$0.00	$252.43
Insurance	$252.43	$0.00	$252.43
Machinery Manufacturing	$252.43	$0.00	$252.43
Management of Companies and Enterprises	$252.43	$0.00	$252.43
Mining, Quarrying, and Oil and Gas Extraction	$252.43	$0.00	$252.43

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost
Miscellaneous	$252.43	$356.71	$609.14
Miscellaneous Manufacturing	$252.43	$128.00	$380.43
Miscellaneous Store Retailers	$252.43	$0.00	$252.43
Motor Vehicle and Parts Dealers	$252.43	$112.33	$364.76
Nonmetallic Mineral Product Manufacturing	$252.43	$194.27	$446.70
Nonstore Retailers	$252.43	$6.73	$259.16
Other Services	$252.43	$0.00	$252.43
Printing and Related Support Activities	$252.43	$4.55	$256.98
Professional, Scientific, and Technical Services	$252.43	$0.00	$252.43
Real Estate and Rental and Leasing	$252.43	$45.26	$297.69
Rentals	$252.43	$0.00	$252.43
Sporting Goods, Hobby, Musical Instrument, and Book Stores	$252.43	$0.00	$252.43
Support Activities for Transportation	$252.43	$30.97	$283.40
Temporary	$252.43	$0.00	$252.43
Transit and Ground Passenger Transportation	$252.43	$18.53	$270.96
Transportation Equipment Manufacturing	$252.43	$0.00	$252.43
Truck Transportation	$252.43	$0.00	$252.43
Warehousing and Storage	$252.43	$0.00	$252.43
Wholesale Trade	$252.43	$67.59	$320.02
Wood Product Manufacturing	$252.43	$18.53	$270.96

License Subcategory	Total Base Fee
Single Family	$86.42
Accessory Apartment (Attached)	$86.42
Accessory Apartment (Detached)	$86.42
Elderly Persons Extra Living Space	$38.15
Condo	$86.42
Townhome	$86.42
Duplex	$86.42
Mobile Home Park	$86.42
Multi Family (units 2-4)	$53.27 + $67.96/unit
Multi Family (5 units and above)	$53.27 + $67.96/unit

License Type	Calculated Fee
Extra Living Space (elderly)	$38.15
Rental Dwelling License	$86.42
Rental Dwelling license MU	$53.27 + $67.96/unit

CEMETERY

Burial Rights for Spaces

Purchase limited to 2 up or 4 flush per family	
Lawn Sites	
Monument Estates	$2,300.00
Upright	$1,900.00
Flush	$1,400.00
Cremation	$575.00
Indigent	$575.00
2 Ashes 1 Stone	$575.00
4 Ashes 2 Stones	Full grave
Permanent Maintenance	1/2 value of burial space
Infant	$375.00
Mausoleum	
Top/Bottom	$3,600.00
Mid-Level	$4,600.00
Cremation Garden	
Ossuary/Cenotaph	$350.00
Tablet	$460.00

Post Single	$575.00
Post Companion	$800.00
Cored Single	$1,350.00
Cored Companion	$1,600.00
Shield Cored Individual	$2,550.00
Shield Cored Companion	$5,000.00
Peak Cored Individual	$2,550.00
Peak Cored Companion	$5,000.00
Small Family Columbarium	$6,500.00
Large Family Columbarium	$9,725.00
Cremation Estate	$5,000.00
Tree Estate	$2,500.00
Arbor Niche 24 Niche 48 Urn	$900.00
Community Column 64 Niche	$650.00
Pavilion Shutter	$1,300.00

Rustic Monolith 60 Cores	$800.00
Niche Boulder	$1,500.00
Cremation Bench	$5,000.00
Cremation Pedestal Bird Bath	$3,000.00
Mausoleum Niche Level 1	$850.00
Mausoleum Niche Level 2	$950.00
Mausoleum Niche Level 3	$750.00
8” Crypt Vase Mounting Hardware	$27.00
8” Crypt Plastic Vase	$11.00
4” Niche Vase Mounting Hardware	$22.00
4” Niche Vase	$10.00
Cylinder Urn	$175.00
Opening/Closing	
Adult	$750.00

Infant	$350.00
Cremation Burial	$350.00
Niche	$160.00
Mausoleum	$850.00
Disinterment	
Infants	$925.00
Adults	$1,550.00
Cremation	$500.00
Overtime Labor (After 4:00 p.m.)	
Per Half Hour (Monday – Friday)	$200.00
Saturdays and Holidays	$450.00
Upright Monuments Inspection and Maintenance	$200.00
Flush Marker Inspection and Maintenance	$100.00
Recording Fee	$50.00
Probe	$10.00/$25.00/$50.00

Deed Transfer (new owner maintenance) nontransferable	$200.00 per space
Veteran’s Cross	$30.00

CITY HALL COMMUNITY ROOM RENTAL

City Hall Community Room Rental	
Deposit	$150.00
AV Rental Deposit	$100.00
Food Deposit	$50.00
Overtime Deposit	$50.00
Nonprofit Organizations	
Regular Work Hours	No charge
After Hours, Saturday, Holidays	$35.00 first two hours + $10.00 each additional hour
Late Night (after 9:00 p.m.)	$50.00 per hour

Citizens, Businesses, Special Interest Groups	
Regular Work Hours	$50.00 first two hours + $10.00 each additional hour
After Hours, Saturday, Holidays	$90.00 first two hours + $15.00 each additional hour
Late Night (after 9:00 p.m.)	$50.00 per hour
Wedding Receptions	
Regular Work Hours	Not allowed
After Hours, Saturday, Holidays	$500.00 first two hours + $100.00 each additional hour
Late Night (after 9:00 p.m.)	$150.00 per hour

DEVELOPMENT FEES

Map and Text Amendments*	

General Plan (Map, Text, and Master Plan)	$560.00^
Local Street Plan	$150.00
Ordinance Text Amendments (Titles 14 and 15)	$1,100.00^
Ordinance Text Amendments (Chapter 9.80 Permit Parking Area)	$1,100.00
Rezoning	$1,050.00^
Agricultural Protection Area Proposal	$500.00
Annexation (includes municipal disconnection)	$1,050.00

*A concept plan is required for all rezoning applications.

Street and Alley Vacation	$1,050.00

Development Review

Condominiums	$260.00 + $25.00 per unit, or lot
Preliminary Subdivisions	$1,100.00

Final Subdivisions	$300.00
Boundary Line Adjustment	$150.00
Concept Plan Approval	$260.00 + $25.00 per unit, or lot
Specific Development Plans	$260.00 + $25.00 per unit, or lot
Conditional Use Permits	$900.00
Accessory Dwelling Unit (Single)	$100.00
Accessory Dwelling Unit (Multiple)	$500.00
Project Plan Review – Minor	$150.00
Project Plan Review – Major	$1,350.00
Project Plan	
Project Plan Unauthorized Change	$500.00 plus any staff costs above $500.00
Expedited Meeting Agenda	$500.00

(Subject to advertising requirements and preapproval of a board or commission having a quorum)	
Street Tree Fees	$255.00 per required tree
GIS Mapping Information and Misc. Services	Actual costs
Temporary Use Permit	$100.00
Zoning Disclosure	$10.00
Zoning Verification	$25.00
Board of Adjustment	
Appeals	$600.00
Variances	$600.00
Application	$50.00
Renewal	$20.00
Public Hearing Notice Fee	$60.00
All Other Requests	$60.00
Other Development Fees	

Bond Release Processing Fee	$100.00
Time Extension	$100.00
Demolition Permit	$100.00
Relocation of a Building	$100.00
Unauthorized Changes to an Approved Plan	$500.00
Multiple Reviews Fee (more than 3 CRC reviews)	50% of original application fees

ENGINEERING

Asphalt Overlay Fee	
Asphalt pavement	$1.80 per square foot
Manhole to be raised with a concrete ring	$1,110 each
Water valve to be raised with a concrete ring	$850.00 each
Miscellaneous Fees	

After hours inspection	$105.00 per hour, 2 hour min.
Development inspection	$300.00 minimum
Hourly inspection fee for permits requiring multiple inspections	$75.00 per hour
Permit extension	$250.00
Reinspection	$110.00 per inspection
Traffic control plan review fee (for permits requiring multiple traffic control plans)	$90.00 per inspection
Working without permit (stop work)	5 times permit fee
Construction Permit Fee	$250.00
Permit Type	
Asphalt paving under 1,000 sq. ft.	$100.00 plus $0.15 per sq. ft.
Asphalt paving over 1,000 sq. ft.	plus $0.15 per sq. ft.
Curb and gutter	$0.75 per ln. ft.

Sidewalk	$0.50 per sq. ft.
Fire hydrant	$75.00 each
Grading	$75.00 per inspection
Sewer lateral	$75.00 per lateral
Sewer main	$0.75 per ln. ft.
Water service	$75.00 per service
Water main	$0.75 per ln. ft.
Storm water main inspection fee	$0.75 per ln. ft.
Storm drain service	$75.00 per service
Other utilities	$0.75 per ln. ft.
Directional boring	$0.50 per ln. ft.
Pothole	plus $75.00 per pothole
Street closure (per lane/per block)*	plus $300.00 per day
Sidewalk, parking, bicycle lane closures (per block face)*	plus $100.00 per day

*These permit fees would be required on projects where closures exceed 24 hours or require multiple daily closures.

Street closure fees may be waived by the Mayor's Office for events held or sponsored by Provo City.

Street Sign Fee	$600.00 per sign
Street Cut Fee	
Summer base rate (Apr. – Oct.)	$100.00
Winter base rate (Nov. – March)	$300.00
Additional Fee per Square Footage	Minimum $100.00 or $1.80 per sq. ft.
Pothole	$100.00 each
Reimbursement for Street Improvements	
Curb and gutter	$45.00 per ln. ft.
Sidewalk	$70.00 per ln. ft.
Asphalt paving	$4.75 per sq. ft.
Concrete paving	$11.75 per sq. ft.
Administrative fee	$600.00

Floodplain Permit	$400.00+ $50.00 per lot or parcel

FIRE DEPARTMENT

False Alarms (in a 12-month period)

The first three false alarms	No fee
Fourth response	$253.00
Fifth response	$378.00
Sixth or more responses	$503.00 each

Ambulance transport fees, mileage rates, and surcharges for ambulance service provided by Provo Fire and Rescue shall be set at the maximum rates set forth in the Utah Administrative Rule R426-8-2 as authorized by Utah Code Section 26-8a-403.

A copy of the current authorized rate schedule shall be kept on file and available for public inspection at the Provo Fire and Rescue administrative offices located at 80 South 300 West.

FIRE INSPECTION FEES

Automatic Fire Sprinkler Systems	
Plan Review (100 heads or fewer)	$145.00 per hour
Plan Review (101 – 199 heads)	$145.00 per hour
Plan Review (200 – 299 heads)	$145.00 per hour
Plan Review (over 300 heads)	$145.00 per hour
Acceptance Testing	
Underground Flush	$93.00
Hydrostatic Testing for First 2 Tests	$93.00
Acceptance Testing for First 2 Tests	$93.00
Further Hydrostatic or Acceptance Tests	$93.00 each
Other Fire Protection Systems Additional Riser	$93.00
Standpipe	$93.00

Automatic Fire Sprinkler Systems – Remodel or Tenant Finish	
Plan Review (fewer than 5 heads)	$93.00
Plan Review (5 – 50 heads)	$140.00
Plan Review (over 50 heads)	$140.00per hour
Fire Alarm Systems	
Plan Review New System	$145.00 per hour
Plan Review Remodel	$145.00 per hour
Plan Review Additional Floors	$145.00 per hour
Acceptance Testing for First Two Tests	$93.00
Further Acceptance Tests	$93.00-each
Commercial Hood Systems	
Plan Review Fee (per hood)	$145.00
Acceptance Testing for First Two Tests	$93.00

Further Acceptance Tests	$93.00 each

Fire Hydrant Installation and Testing

Underground Flush	$93.00
Acceptance Testing for First 2 Tests	$93.00
Fire Hydrant Flow Test	$93.00for first hour $93.00each additional hour

LPG Storage Tanks and Gas Systems

Plan Review (under 2,000 gallons)	$126.00
Plan Review (over 2,000 gallons)	$187.00
Under 500 Gallon Tank Inspection	$93.00
501 – 1,999 Gallons Private Use Inspection	$187.00
501 – 1,999 Gallons Retail Inspection	$187.00
2,000 – 3,999 Gallons Inspection	$235.00

Over 4,000 Gallons Inspection	$282.00
Hazardous Materials Storage Annual Permit Fees	
Minimal Storage	$93.00
Hazardous Materials Storage	$145.00
Hazardous Materials Dispensing	$188.00
Hazardous Materials Manufacturing	$376.00
Hazardous Materials Production	$376.00
Hazardous Waste Production	$376.00
Multiple Use Site	$376.00
Liquid Storage Tank Installation and Closure Fees	
Plan Review	$126.00
Tank Fee under 500 Gallons	$141.00
Tank Fee 501 – 1,000 Gallons	$188.00

Tank Fee over 1,000 Gallons	$282.00
Explosives and Blasting	
Per Project	$93.00
Annual Fee	$365.00
Compressed Gas Systems	
Inspection Fee	$141.00
Combustible/Flammable Liquid Systems	
Plan Review	$93.00
Annual Operational Permit Fees Spray Booth	$188.00
Powder Coating	$188.00
Electrostatic Apparatus	$188.00
Dipping Tank	$188.00 per tank
Amusement Building	$188.00
Combustible Fiber Storage	$93.00
Cutting and Welding	$93.00

Dry Cleaning Plant	$93.00
High Piled Storage	$93.00
Hot Work Operations	$93.00
Industrial Ovens	$93.00-per oven
LPG Dispensing	$93.00
Spray Booths for Auto Painting	$93.00
Lumber Yard	$93.00
Woodworking Plants	$93.00
Fireworks Sales	$275.00 per location
Single Use Permits	
Fireworks Display – Ground	$141.00
Aerial Fireworks Display under 250 Devices	$141.00
Aerial Fireworks Display 250 Devices or More	$188.00
Pyrotechnics, Other	$141.00

Carnivals Less Than 10 Attractions	$141.00
Carnivals 10 or More Attractions	$188.00
Tent Between 200 and 2,000 Sq. Ft.	$93.00
Tent More Than 2,000 Sq. Ft.	$93.00
Canopy Between 400 and 2,000 Sq. Ft.	$93.00
Canopy More Than 2,000 Sq. Ft.	$93.00
Air Supported Structure	$141.00
Aviation Facilities	$93.00
Inspection and Enforcement Fees	
Exempt Child Care Facility	$93.00
Daycare or Preschool	$93.00
Nursing Home	$141.00
Assisted Living Facility	$141.00
Boarding School	$141.00

Outpatient Provider	$93.00
Hospital	$376.00
Final Inspection for Occupancy	$93.00
Each Additional Hour	$93.00
Copy of Fire Report	$15.00
Plan Review for Alarm Expedited	$180.00 per hour
Plan Review for Sprinkler System Expedited	$309.00 per hour
Stop Work Removal	$188.00
Installation without a Permit	Double fee plus $141.00
After Hours Inspection	$93.00 per hour $150.00 minimum
Standby Costs	
Paramedic Ambulance (includes 2 Medics)	$234.00 per hour
Paramedic Team (2 Medics)	$136.00 per hour

Engine Type I (includes 2 FF)	$442.00 per hour
Additional Firefighter	$79.00 per hour
Brush Truck Type 6 (includes 2 FF)	$337.00 per hour
Heavy Rescue/Haz Mat (includes 4 FF)	$510.00 per hour
Disposable Supplies	Market Price
Command Vehicle (includes Battalion Chief)	$160.00 per hour

INSPECTION FEES

General Building Inspection

For residential structures with not more than 4 units the building permit fee includes the plumbing, electrical, and mechanical permit fees.

Building permit	Based on the 1997 UBC Fee Chart
Building Valuation	Based upon International Code Council Building Valuation Data

Plan review	65% of the Building Permit Fee
Nonprofit organizations	100%
Reinspection fee	$100.00 per system
Building Inspection Board of Appeals fee	$600.00
Electrical Inspection	$75.00
Commercial Electrical	$175.00
Service charge	$75.00
Inspection fee	$0.02 per sq. ft., $75.00 minimum
Mechanical Inspection	
Minimum fee	$75.00
Commercial Mechanical	$175.00
Plumbing Inspection	
Minimum fee, including issuance of permit	$75.00
First fixture	$20.00

Each additional fixture	$6.00
Each water heater	$6.00
Fast track fee each permit	$500.00
Temporary Certificate of Occupancy	
Residential (180 days or less)	$250.00
Commercial (180 days or less)	$500.00
After-hours emergency inspection/2 hours minimum (see hourly)	$240.00 minimum, $120.00 per hour after second hour
180-day issued permit extension	$200.00
180-day permit application extension	$150.00
Permit reinstatement fee (final inspection only)	$200.00
Extension of temporary occupancy	$250.00
STOP WORK notice (RED TAG – penalty)	$150.00

Re-review of plans after 2 revisions ($ hourly rate, minimum 1 hour)	*See hourly rate
Hourly rate (per hour fee for overtime, after hours, re-review, etc.)	$120.00
Building without permit	**2x building permit fee
Canceled building permit fee	25% of building permit fee

IMPACT FEES

(Effective July 1, 2019)

Power Impact Fees		
Energy 1 Phase Impact Fees		See Table
Amperage Less Than or Equal To:	120/240	240/480
10	$88.00	$175.00
20	$175.00	$350.00
30	$263.00	$525.00
40	$350.00	$700.00

50	$438.00	$875.00
60	$525.00	$1,050.00
70	$613.00	$1,225.00
80	$700.00	$1,400.00
90	$788.00	$1,575.00
100	$875.00	$1,750.00
125	$1,094.00	$2,188.00
150	$1,313.00	$2,626.00
175	$1,532.00	$3,063.00
200	$1,750.00	$3,501.00
300	$2,626.00	$5,251.00
400	$3,501.00	$7,002.00
500	$4,376.00	$8,752.00
600	$5,251.00	$10,503.00
700	$6,127.00	$12,253.00
800	$7,002.00	$14,004.00
900	$7,877.00	$15,754.00

1000	$8,752.00		$17,505.00	
Energy 3 Phase Impact Fees				See Table
Amperage Less Than or Equal To:	120/208	120/240	277/480	240/480
10	$131.00	$152.00	$303.00	$303.00
20	$263.00	$303.00	$606.00	$606.00
30	$394.00	$455.00	$910.00	$910.00
40	$526.00	$606.00	$1,213.00	$1,213.00
50	$657.00	$758.00	$1,516.00	$1,516.00
60	$788.00	$910.00	$1,819.00	$1,819.00
70	$920.00	$1,061.00	$2,122.00	$2,122.00
80	$1,051.00	$1,213.00	$2,426.00	$2,426.00
90	$1,182.00	$1,364.00	$2,729.00	$2,729.00
100	$1,314.00	$1,516.00	$3,032.00	$3,032.00
125	$1,642.00	$1,895.00	$3,790.00	$3,790.00
150	$1,971.00	$2,274.00	$4,548.00	$4,548.00
175	$2,299.00	$2,653.00	$5,306.00	$5,306.00

200	$2,628.00	$3,032.00	$6,064.00	$6,064.00
300	$3,942.00	$4,548.00	$9,096.00	$9,096.00
400	$5,255.00	$6,064.00	$12,128.00	$12,128.00
500	$6,569.00	$7,580.00	$15,160.00	$15,160.00
600	$7,883.00	$9,096.00	$18,192.00	$18,192.00
700	$9,197.00	$10,612.00	$21,224.00	$21,224.00
800	$10,511.00	$12,128.00	$24,256.00	$24,256.00
900	$11,825.00	$13,644.00	$27,287.00	$27,287.00
1000	$13,138.00	$15,160.00	$30,319.00	$30,319.00
1100	$14,452.00	$16,676.00	$33,351.00	$33,351.00
1200	$15,766.00	$18,192.00	$36,383.00	$36,383.00
1300	$17,080.00	$19,708.00	$39,415.00	$39,415.00
1400	$18,394.00	$21,224.00	$42,447.00	$42,447.00
1500	$19,708.00	$22,740.00	$45,479.00	$45,479.00
1600	$21,021.00	$24,256.00	$48,511.00	$48,511.00
1700	$22,335.00	$25,771.00	$51,543.00	$51,543.00
1800	$23,649.00	$27,287.00	$54,575.00	$54,575.00

1900	$24,963.00	$28,803.00	$57,607.00	$57,607.00
2000	$26,277.00	$30,319.00	$60,639.00	$60,639.00
2100	$27,591.00	$31,835.00	$63,671.00	$63,671.00
2200	$28,905.00	$33,351.00	$66,703.00	$66,703.00
2300	$30,218.00	$34,867.00	$69,735.00	$69,735.00
2400	$31,532.00	$36,383.00	$72,767.00	$72,767.00
2500	$32,846.00	$37,899.00	$75,799.00	$75,799.00
2600	$34,160.00	$39,415.00	$78,830.00	$78,830.00
2700	$35,474.00	$40,931.00	$81,862.00	$81,862.00
2800	$36,788.00	$42,447.00	$84,894.00	$84,894.00
2900	$38,101.00	$43,963.00	$87,926.00	$87,926.00
3000	$39,415.00	$45,479.00	$90,958.00	$90,958.00

Park Impact Fees

One-Family Dwelling	$3,105.10
Multifamily Dwelling	$2,884.62 per unit

Road Impact Fees

ITE Land Use	Unit	Impact Fee

One-Family Dwelling	Dwelling Unit	$1,293.06
Multifamily Dwelling (2 stories or less - typically townhomes)	Dwelling Unit	$1,293.06
Multifamily Dwelling (3-9 stories)	Dwelling Unit	$960.96
Mobile Home Park	Occupied Dwelling Unit	$736.14
Industrial Park 130	1,000 Sq. Feet Gross Floor Area	$382.25
General Manufacturing	1,000 Sq. Feet Gross Floor Area	$445.77
Warehousing	1,000 Sq. Feet Gross Floor Area	$197.36
Mini-Warehouse	1,000 Sq. Feet Gross Floor Area	$171.27
Assisted Living Center	Bed	$294.91
Hotel	Room	$948.24
Movie Theater	1,000 Sq. Feet Gross Floor Area	$8,857.46
Elementary School	Student	$214.38
Middle School/Junior High School	Student	$214.60
High School	Student	$230.26
Private School (K-8)	Student	$466.18
Church*	1,000 Sq. Feet Gross Floor Area	$3,133.97

Day Care Center	1,000 Sq. Feet Gross Floor Area	$5,401.36
Library	1,000 Sq. Feet Gross Floor Area	$8,172.37
Hospital	1,000 Sq. Feet Gross Floor Area	$1,215.93
General Office Building	1,000 Sq. Feet Gross Floor Area	$1,104.77
Medical-Dental Office Building	1,000 Sq. Feet Gross Floor Area	$3,947.24
Business Park	1,000 Sq. Feet Gross Floor Area	$1,411.02
Building Material and Lumber Store	1,000 Sq. Feet Gross Floor Area	$2,047.34
Nursery (Garden Center)	1,000 Sq. Feet Gross Floor Area	$7,724.33
Shopping Center/Strip Mall	1,000 Sq. Feet Gross Leasable Area	$2,826.02
Automobile Sales (New)	1,000 Sq. Feet Gross Floor Area	$3,157.79
Automobile Sales (Used)	1,000 Sq. Feet Gross Floor Area	$3,069.32
Tire Store	1,000 Sq. Feet Gross Floor Area	$2,329.14
Supermarket	1,000 Sq. Feet Gross Floor Area	$7,751.46
Convenience Market	1,000 Sq. Feet Gross Floor Area	$42,366.68
Drive-In Bank	1,000 Sq. Feet Gross Floor Area	$7,374.92
Restaurant, Sit-Down (High Turnover)	1,000 Sq. Feet Gross Floor Area	$7,252.77

Fast Food without Drive-Through Window	1,000 Sq. Feet Gross Floor Area	$22,384.81
Restaurant with Drive-Through Window	1,000 Sq. Feet Gross Floor Area	$26,709.06
Auto Care Center**	1,000 Sq. Feet Gross Leasable Area	$2,690.47
Gasoline/Service Station	Fueling Position	$11,316.07
Gasoline/Service Station with Convenience Store	1,000 Sq. Feet Gross Leasable Area	$71,867.91
Self Service Car Wash	Wash Stall	$12,250.04

* Sunday rate was used

** Weekday daily rates were not available, so Saturday daily rates were used

As of July 1, 2022, the following fees will be as follows:

Sewer Impact Fees

Residential Sewer Impact Fee	ERU Demand	Fee
Sewer Impact Fee per ERU	1.00	$4,450.26
Fixture Type	Drainage Fixture Unit Value as Load Factors	Impact Fee per Fixture Type
Automatic Clothes Washers, Commercial	3	$513.49
Automatic Clothes Washers, Residential	2	$342.33

Bathtub	2	$342.33
Bidet	1	$171.16
Combination Sink and Tray	2	$342.33
Dental Lavatory	1	$171.16
Dental Unit or Cuspidor	1	$171.16
Dishwashing Machine, Domestic	2	$342.33
Drinking Fountain	0.5	$85.58
Floor Drains	2	$342.33
Kitchen Sink, Domestic	2	$342.33
Laundry Tray	2	$342.33
Lavatory	1	$171.16
Shower	2	$342.33
Sink	2	$342.33
Urinal	4	$684.66
Urinal 1 Gal. or Less per Flush	2	$684.66
Wash Sink, Circular or Multiple, Each Set Faucets	2	$342.33

Water Closet, Flushometer Tank, Public or Private	4	$684.66
Water Closet, Private (1.6 gpf)	3	$513.49
Water Closet, Private (flushing greater than 1.6 gpf)	4	$684.66
Water Closet, Public (1.6 gpf)	4	$684.66
Water Closet, Public (flushing greater than 1.6 gpf)	6	$1,026.98
Swimming Pool	10	$1,711.64
Hot Tub	2	$342.33
Car Wash (per bay)	2	$342.33
Sewer Non-Standard Impact Fee Formula		
Multiply Number of Fixture Units by Impact Fee per Fixture Unit		$171.16
Commercial		Computed on the basis of residential equivalent fixture units 26 fixture units shall be considered a residential equivalent
Stormwater Impact Fees		
Year		Fee Per Acre
FY 2019-2020		$7,021.76

FY 2020-2021	$7,123.00
FY 2021-2022	$7,264.58
FY 2022-2023	$7,398.21
FY 2023-2024	$7,592.40
FY 2024-2025	$7,854.71
FY 2025-2026	$8,262.93
FY 2026-2027	$8,542.64
FY 2027-2028	$8,775.90
FY 2028-2029	$9,081.93

Water Impact Fees

Maximum Single Family Impact Fee per Unit by Year (Water)		
Effective July 1,	**Small Lot (Per Unit)**	**Standard Lot (Per Unit)**
2025	$4,930.43	$7,600.34
2026	$4,944.53	$7,622.10
2027	$4,959.12	$7,644.59
2028	$4,974.31	$7,668.00
2029	$4,990.04	$7,692.25
2030	$5,006.42	$7,717.49
2031	$5,023.44	$7,743.73
2032	$5,041.17	$7,771.06
2033	$5,059.63	$7,799.52

Maximum Single Family Impact Fee per Unit by Year (Water)

Effective July 1,	Multifamily Indoor - Small Unit (Per Unit)	Multifamily Indoor - Standard Unit (Per Unit)	Multifamily Outdoor (Per Irrigated Acre)
2025	$1,280.95	$2,260.50	$29,168.15
2026	$1,284.62	$2,266.97	$29,251.63
2027	$1,288.40	$2,273.66	$29,337.95
2028	$1,292.35	$2,280.62	$29,427.78
2029	$1,296.44	$2,287.84	$29,520.87
2030	$1,300.69	$2,295.34	$29,617.71
2031	$1,305.11	$2,303.15	$29,718.44
2032	$1,309.72	$2,311.28	$29,823.32
2033	$1,314.52	$2,319.74	$29,932.55

Maximum Nonresidential Impact Fees (Water)

	Effective July 1,					
Meter Size (inches)	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
1	$19,001	$19,055	$19,111	$19,170	$19,231	$19,294
1.5	$38,002	$38,110	$38,223	$38,340	$38,461	$38,587
2	$60,803	$60,977	$61,157	$61,344	$61,538	$61,740
3	$114,005	$114,331	$114,669	$115,020	$115,384	$115,762
4	$190,009	$190,552	$191,115	$191,700	$192,306	$192,937
6	$380,017	$381,105	$382,230	$383,400	$384,613	$385,874
8	$608,028	$609,768	$611,567	$613,440	$615,380	$617,399

Public Safety Impact Fees

Effective July 1,	Single-Family	Multi-Family	Commercial per 1000 sf	Institutional per 1000 sf	APPARATUS Commercial w/ Apparatus	Institutional / Apparatus

2025	$636.30	$284.91	$627.91	$340.78	$697.53	$410.40
2026	$647.97	$290.00	$639.33	$347.05	$708.95	$416.67
2027	$659.85	$295.18	$650.96	$353.44	$720.58	$423.06
2028	$671.97	$300.47	$662.81	$359.95	$732.43	$429.57
2029	$684.34	$305.87	$674.91	$366.60	$744.53	$436.22
2030	$696.96	$311.37	$687.26	$373.38	$756.88	$443.00
2031	$709.85	$317.00	$699.87	$380.31	$769.49	$449.93
2032	$723.03	$322.75	$712.77	$387.39	$782.39	$457.01
2033	$736.53	$328.64	$725.98	$394.65	$795.60	$464.27
2034	$750.36	$334.67	$739.51	$402.08	$809.13	$471.70
2035	$764.54	$340.86	$753.38	$409.70	$823.00	$479.32
2036	$779.08	$347.20	$767.61	$417.52	$837.23	$487.14
2037	$794.01	$353.71	$782.21	$425.54	$851.83	$495.16
2038	$809.33	$360.40	$797.20	$433.78	$866.82	$503.40
2039	$825.07	$367.27	$812.61	$442.24	$882.23	$511.86
2040	$841.26	$374.33	$828.45	$450.94	$898.07	$520.56

JUSTICE COURT

Justice Court fees shall be set at the rates set forth in the State of Utah Uniform Fine Schedule as authorized by Utah Code Section 77.

LIBRARY AT ACADEMY SQUARE

Room Rental Fees

Large Meeting Room Rental, seats 50 – 90

9:00 a.m. to 9:00 p.m. Mon. – Fri.	$45.00 per hour, three hour minimum

9:00 a.m. to 6:00 p.m. Saturday	$45.00 per hour, three hour minimum

Small Meeting/Conference Room Rental, seats 10 – 35

9:00 a.m. to 9:00 p.m. Mon. – Fri.	$30.00 per hour, three hour minimum
9:00 a.m. to 6:00 p.m. Saturday	$30.00 per hour, three hour minimum

Ballroom Rental

9 hour block of time between 9:00 a.m. to 6:00 p.m., Mon. – Thurs.	$840.00 with $200.00 deposit
14 hour block of time between 9:00 a.m. – 11:00 p.m., Mon. – Thurs.	$1,350.00 with $300.00 deposit
14 hour block of time between 9:00 a.m. – 11:00 p.m., Fri. – Sat.	$2,000 with $300.00 deposit
15 hour block of time between 9:00 a.m. – 12:00 a.m., Mon. – Sat.	$2,300.00 with $500.00 deposit

Attic Rental

Hourly 9:00 am – 9:00 pm Mon. – Thurs.	$70.00 per hour, three hour minimum
Full Day Discount 9:00 am – 9:00 pm Mon. – Thurs.	$800.00 with $100.00 deposit
Hourly 9:00 am – 9:00 pm Fri.	$100 per hour, three-hour minimum
Hourly 9:00 am – 6:00 pm Sat.	$100 per hour, three-hour minimum
Full Day Discount 9:00 am – 11:00 pm Fri. - Sat.	$1,250.00 with $100.00 deposit

Overdue Fines

Adult & Teen Materials (exceptions below)*	$0.10 per day per item, up to $5.00
* Chromebooks and Telescopes	$5.00 per day per item, up to $25.00
* Basement Creative Lab Equipment	$25.00 per day per kit, up to $125.00

Children's Materials are fine free (exception below) *	
* Discovery Kits	$1.00 per day per kit, up to $10.00

There is no grace period for overdue items. Fines begin accruing the day after an item is due. Full library privileges are revoked for patrons with fines greater than $10.00 or items that are more than one month overdue. If unpaid fines and fees exceed $25.00, a billing notice is mailed. Accounts unpaid after ten days from the date on the billing notice will be sent to a collection agency and an additional $10.00 debt collection fee will be charged.

Damaged and Lost Fees

Materials damaged beyond use	Full replacement cost
Missing audiobook CD	$15.00
Missing case/packaging	$5.00
Missing cover/artwork	$5.00

Missing Discovery Kit items	Full replacement cost of item(s)
Patron Card Replacement	$1.00

The full replacement cost is the retail price of the item when purchased initially by the library.

Nonresident Cards

Six-month nonresident library card	$62.50
One-year nonresident library card	$125.00
Three-month temporary resident card	$15.00

Other Fees

Photocopies/prints – black	$0.10/page
Photocopies/prints – color	$0.40/page
Microfiche copies	$0.10/page
Test Proctoring Services	$15.00/exam

PARKS AND RECREATION

COVEY CENTER FOR THE ARTS

Rate A – applies to commercial users

Rate B – applies to nonprofit organizations and events. A 501(c)(3) certificate or IRS letter of tax determination is required for this rate. The W9 form and letter of determination or 501(c)(3) must match.

Main Hall Rental

Full Day Rentals Monday – Saturday (7:00 a.m. to 11:00 p.m.)

Rate A	$2,000
Rate B	$1,500

Full Week Rentals (up to 6 consecutive working days) Unlimited access to the hall between 7:00 a.m. and 11:00 p.m.

Rate A	$10,000
Rate B	$7,500
Performance Receptions	$200
School Performances	$300

• Deposit

Deposits are due at contract signing and are nonrefundable.

Returning clients: $500 per day for each scheduled day. Nonticketed events must pay full estimated costs seven days in advance of the first day in the building.

New clients: 50% of total estimated costs. Deposits will be applied to the total fee.

• Insurance

All clients are required to carry liability insurance for no less than $1,000,000. A copy of the client's standard certificate of insurance, adding Provo City as an additional insured, must be provided to the CCA Events Coordinator no later than 7 days prior to the first use of the building.

If your organization does not have insurance, a TULIP (Tenant User Liability Insurance Program) policy is available for purchase through GatherGuard.

• Staffing

House Manager (required for all performances)	$25 per hour
Technicians (minimum of two technicians required for all rehearsals and performances)	$25 per hour
Security (required for all rehearsals and performances)	$25 per hour

Event Manager (required for all performances and rehearsals)	$35 per hour
Usher (minimum of four required for all performances)	$20 per hour

• Custodial

$150 per scheduled day.

• Stage Setup and Supplies

$75 per scheduled day. Stage setup includes but is not limited to the normal use of gaff tape, spike tape, lightning gel, copies, etc. Above average use of supplies will be charged based on use.

• Additional Services

Wireless Microphone Package For the use of 3 – 12 wireless microphones	$250/day or $700/week
Batteries (per battery charge)	$1.00
Marley Dance Floor (includes gaff tape)	$200
Snow Machine (snow included)	$200
Orchestra Pit (does not include labor)	$750
Piano Tuning (scheduled)	$175
Hazer	$75/day

(fire watch is required)	$25 per hour
Stage Décor (White Drape, Mesh, etc.)	$100
Specialty Lights (Black, Strobe, etc.)	$50
Window Banners	$75 – $200

Photography/Film Session

Main Stage (includes one technician, two-hour minimum)	$200 per hour
Lobbies	$50 per hour

Board Room/Studio Rental

Board Room	$50 per hour
Combined Studios	$50 per hour (minimum of 3 hours)

Black Box Rental

The Black Box is only rented on a case-by-case basis, upon approval from the General Manager.

Ticket Office Use

• Ticket Sales	Up to 12% commission of gross sales
• Facility Fee	$2 per ticket for all sales

• Ticket Exchanges	$3 per ticket
• Comp Tickets	First 20 tickets at no charge, 21 plus at $1.00 per ticket
• Merchandise Sales	15% commission on all monies collected on Covey Center property
• Covey Center Merchandise/Concessions	$1 – $50 based on item
• Gallery Exhibit Sales	25% commission on all monies collected on Covey Center property
• Student Art Exhibit	10% commission on all monies collected on Covey Center property
• Christmas Art Sale	10% commission on all monies collected on Covey Center property
• Art Exhibit Entries (2 max)	$15 each

Classes

Class tuition is set by agreement with instructors and ranges between $35 and $300 depending on the length of class and number of classes offered.

Workshops taught in the Covey Center range in price from $10 to $250 based on the topic and length of the workshop.

GOLF COURSE

18 HOLE COURSE

9-Holes

Monday – Thursday	$19
Monday – Thursday (Seniors 62 & older)	$15
Friday – Sunday & Holidays (All players)	$20

18-Holes

Monday – Thursday	$38
Monday – Thursday (Seniors 62 & older)	$30
Friday – Sunday & Holidays (All players)	$40

Carts

9 Holes (per rider)	$10
18 Holes (per rider)	$20

Pull Cart	$4

Rental Clubs

Titleist Set (9-Holes)	$50
Titleist Set (18-Holes)	$75
Standard Set (Per 9-Holes)	$16

The Pasture

All Players (Day Time)	$12
Prime-time (Lights on)	$14
Triple Play (Rec Center Members)	$7
Par 3 Club Rentals (4 Clubs & Putter)	$6
Complimentary Carry Bag for Players Club	Free
Push Cart	$4

The Horseshoe

Green Fee	$5
Triple Play (Rec Center Members)	$2

Season Membership (March 1 – November 30)

7-Day Championship	$989.99 + sales tax
7-Day All-Access	$1,099.99 + sales tax

Punch Cards (Expire one year from purchase)
Not valid on all major holidays

Punch Card (twenty 9-hole rounds)	$350
Association Member	$275
Cart punch card (twenty 9-hole rounds)	$180

Driving Range

Large Bucket	$12
Medium Bucket	$10
Small Bucket	$6

Promotions

The Manager of the golf course may, from time to time for promotional purposes, reduce the foregoing golf course fees by not more than 35% subject to approval by the Mayor or the Mayor’s designee.

PARK PAVILION RESERVATIONS

Parks may be reserved for one of two time blocks:

8:30 a.m. – 2:00 p.m.

4:00 p.m. – 9:30 p.m.

*Pavilion has power and lights

Bicentennial Rotary Park, 1400 S 1600 E	$55*
Big Springs Park, Provo Canyon	
Large	$115*
Medium (2)	$80*
Canyon Glen Park, in Provo Canyon	
Large	$115*
Small	$80*
Amphitheater	$75
Carterville Park, 2400 N Carterville Road	
Large	$120*
Small	$55*

Exchange Park, 900 N 700 W	
Large	$120*
Medium	$85*
Small (2)	$45
Footprinter’s Park, 1150 S 1350 W	$30*
Fort Utah Park, 200 N Geneva Road	
Large	$100*
Small	$30*
Grandview Park, 1460 N 1000 W	$35*
Harbor Park, 800 N 2450 W	$30*
Joaquin Park, 400 N 400 E	$30*
Kiwanis Park, 820 N 1100 E	
Brick (Large)	$120*
Medium	$55*
Small	$30*
Lakeview Park, 2825 W 1390 N	

Large	$85*
Small	$30*
Lions Park, 1280 N 950 W	
North	$160*
South	$70*
Maeser Park, 451 E 600 S	$85*
Provost Park, 629 S 1000 E	$30*
Quail Orchard Park, 522 E 3900 N	$150*
Riverside Park, 1260 W 600 N	
Large	$85*
Small	$30*
Riverview Park, 4620 N 300 W	
East	$145*
West	$130*
The Park at Rock Canyon, 2620 N 1200 E	
#1	$195*

#3	$55*
#2 and #4	$150*
Rock Canyon Trailhead Park, 2300 N 1450 E	$65*
Provo Rotary Park, 1460 N 1550 W	
North	$70*
West	$85*
Sherwood Hillside Park, 1100 E 4450 N	
Pavilion #1	$30*
Pavilion #2	$30*
Spring Creek Park, 1400 S State St	
Pavilion #1	$85
South Fork Park, Provo Canyon above Vivian	
Large	$110*
Small	$80*
Wilderness Paul Ream Park, 1600 W 500 N	
Large	$110*

Southwest	$30*
Center West	$55*
Northwest	$55*

PARKS, PARKWAYS, TRAILS, AND OTHER PARK PROPERTIES

Special Parks Use Fee for events where attendees exceed reserved pavilion capacity or where multiple areas of a park are being used for an event. This fee is in addition to all necessary pavilion rental fees.	$350
Trail Use Fee, Base Fee for course events held on a trail	$350
For Events with More Than 200 Participants/Spectators (up to a maximum of 500)	$1.50 per person
Participant/Spectator Impact Fee for Events with More Than 500 Participants/Spectators (for each person in excess of 500)	$1 per person

PROVO CITY RECREATION CENTER

Category	Daily	3 Month	6 Month	Annual	Monthly
		Res D/ Base*	Res D/ Base*	Res D/ Base*	Res D/ Base*
Adults (18 – 59)	$6.50	$95/$120	$165/$205	$285/$355	$27/$33
Youth (3 – 17)	$5.50	$55/$65	$90/$112	$157/$195	$16/$19
Adult Couple	N/A	$132/$167	$229/$289	$398/$503	$36/$45
Senior (60+)**	$5.50	$55/$65	$90/$112	$157/$195	$16/$19
Senior Couple**	N/A	$95/$120	$165/$205	$285/$355	$27/$33
Family***	N/A	$167/$207	$284/$359	$493/$618	$44/$55

Note: Toddlers under the age of 3 are free.

*Res D – is the resident discount rate

*Base – is the nonresident rate

**Senior Recreation Center Membership includes Senior Center Annual Pass

***Up to six members, each additional 3-month member is $9.00, 6-month $18.00, and each additional annual pass holder is $36.00. Family consists

of a maximum of 2 married adults and children 21 years old and under claimed as dependents for tax purposes.

****Sales tax will be added to the price of memberships, concessions, and other applicable sales. All taxes will be indicated on sales receipts.

Childwatch	$3.50 per hour, each additional child $2.50 per hour Or $25/month for first child, $15/month for each additional child

Corporate Business

Tier 3 – 10% discount 5 or more 6 Month/Annuals

Tier 2 – 15% discount 10 or more 6 Month/Annuals

Tier 1 – 20% discount 15 or more 6 Month/Annuals

Senior Center Annual Pass

$10 Resident

$100 Nonresident

$3 Nonresident Senior Daily Fee

Rentals

Standard Exercise Room	$100/hr
Large Exercise Room	$100/hr
Classroom	$50/hr

Party Room	$60/2 hrs
Multi-Purpose (per section, non-prime time, weekdays)	$75/hr
Multi-Purpose (all 3 sections, 4 hr. min., prime time, weekends)	$125/hr
One-Court Gym	$100/hr
Pool	
Outdoor Pool, after hours per 1 1/2 hours	$500
Outdoor Corporate Pavilion (3 1/2 hours)	$350
Competitive Pool, exclusive use	$100/hr
Competitive Pool, nonexclusive use	$15/hr per lane
Deep or Program Pool, exclusive use	$75/hr
Swim Lessons – non-residents charged an additional $10	
Provo Resident	$45
Swim Lessons - Private	$85
Piranhas Year-Round Swim Team	$50
Piranhas Summer Swim Team	$110-$140
Jr. Lifeguard Camp	$140

Lifeguard Class	$175
Classes 60+:	
Computer Classes, 8 Classes	$40
Computer Classes, 6 Classes	$30
Computer Classes, 4 Classes	$20
Computer Help, Walk-In	$3
Tours	As approved by Director
Tuesday Night Dance	$5/per person, $8/couple
Ukulele, 6 Classes	$25
Elder Quest	$10 annual pass required
Community Classes:	**(Nonresident Fee Additional $10)**
World Culture Tour	Cooking Class, $20/person
Youth Bouldering, 8 Classes	$45
ESL, 10 Classes	$50
Skateboarding, 10 Classes	$55
Cooking Class, 5 – 9 Classes	$45 – $120

Language Class, 10 – 12 Classes	$75
Tumbling Tots, 8 Classes	$60
Photography, 6 Classes	$60
Adult Art Classes, 4 – 6 Classes	$45 – $125
Youth Art Classes, 4 – 8 Classes	$45 – $75
Lego League	$150
Specialty Camps	$150
Tri Training	$100
Fly Fishing	$60
ASL, 16 Classes	$75
Parent/Child Cooking	$40
Adult Cooking Class	$20 – $100
Art in Nature, 9 Classes	$100
Cake Decorating, 6 Classes	$80
Outdoor Yoga	$45
Ski Program (4 days)	$375-$685
Seasonal Cooking, 6 Classes	$80 – $100

Furniture Refurbishing, 6 Classes	$90
Summer Adventure Kids Camp, 4 Days	$175
Adaptive Adventure Day Camp, 4 Days	$175
Internet Safety	$5
Self-Defense	$40
Pre-K Field Day	$45
Grief Recovery Workshop	$75
Special Events:	
Facility Events	Cost of daily admission to Provo Recreation Center
Countdown	$10
Halloween Carnival	$8/person, $4/Rec Center Members
Rec Center After-Hours Party	$7
Summer Luau	$15
Christmas Gala	$20
Skate Park Competition	Free early admission, $5 day of

PROVO SHOOTING SPORTS PARK

Admission per Individual		
All Individuals		$8.00
Punch Passes for Open Public Hours		
5 Punches		$32.00
Group Reservations		
Rifle Range – 2 Hours	$40.00	+ $5.00 per person
Hand Gun Range Exclusive – 2 Hours	$40.00	+ $5.00 per person

SPORTS, ADULT

Basketball	$655.00
Flag Football	$530.00
Soccer	$310.00
Softball	
Adult Softball Tournaments	$300.00

Softball Single Headers	$400.00
Softball Doubleheaders	$675.00
Tennis Lessons – Private	
Single player lessons	$45.00/person
Group lessons (2 – 4 players)	$30.00/person
Tennis Lessons	$70.00
Volleyball – 6 on 6 Team	$298.00

SPORTS, YOUTH

Late Registration Fee All Youth Sports	$15.00
Nonresident Fee All Youth Sports	$10.00
Start Smart Jersey	$8.00
Baseball	
Start Smart Baseball	$40.00
T-Ball	$50.00
Coach Pitch/Machine Pitch	$55.00
Jr. Baseball, 3-9 Grade	$98.00

Girls Fastpitch Softball, 3 – 9 Grade	$98.00
Basketball	
Start Smart Basketball	$40.00
Jr. Jazz, 1 – 2 Grade	$55.00
Jr. Jazz, 3 – 4 Grade	$65.00
Jr. Jazz, 5 – 6 Grade	$70.00
Jr. Jazz, 7 – 8 Grade	$75.00
High School Basketball Team	$680.00
Jr. Jazz Jersey	$15.00
Flag Football, 1 – 2 Grade	$65.00
Flag Football, 3 – 9 Grade	$78.00
Soccer	
Start Smart Soccer	$40.00
Youth Soccer (Spring, Fall)	
Preschool/Kindergarten/1 – 2 Grade	$55.00
3 – 6 Grade	$60.00

7 – 9 Grade	$65.00
Soccer Jersey Combo	$23.00
Summer Camps (4 days)	$65.00
Tennis	
Lessons 2 Weeks	$60.00
Lessons 4 Weeks	$65.00
League	$95.00
Track and Field	
Team Provo Track and Field	$60.00
Cross Country Team	$55.00
Volleyball – Co-Ed Youth Volleyball	$60.00
Wrestling, 4 – 8 Grade	$60.00

SPORTS FIELDS RENTAL FEES

Baseball/Softball Fields	
Softball Field Lights	$30 per hour per field
Additional Field Prep	

Weekdays/Saturday			$70/85 per diamond
	Hourly (per field)	Half-Day (4 hours)	Daily
4 Field Complex	$85	$600	$1,200
2 Field Complex	$85	$350	$700
1 Field Complex	$85	$175	$350
Rectangle Grass Fields (Non-Epic)			
Field Rental, per Field (Practice)			$50/hour
Field Rental, per Field (Game)		$60/ hour, paint included	
Tennis			
Single Court			$20 per hour
2 Courts			$100 per ½ day (4hr block); $200 per full day (4hrs+)

The Epic Sports Park

Practice/Trainings per field	$70/hour
Weekdays (Mon. – Thurs.) (Games) per field	$80/hour

Weekdays (Mon.-Thurs.) (Games) per field per day	$800/Day
Weekends (Fri. – Sun.) (Games) per field	$90/hour
Weekends (Fri.-Sun.) (Games) per field per day	$900/day

PEAKS ICE ARENA

Service & Rentals	
Ice – 1 hour	$200.00
Olympic Room – 1 hour	$50.00
Mezzanine – 1 hour	$75.00
Large Turf – Fall/winter 1 hour	$120.00
Large Turf – Summer 1 hour	$70.00
Half Turf – Fall/winter 1 hour	$75.00
Half Turf – Summer 1 hour	$50.00
Broomball – flat fee	$50.00
Skate Sharpening – Same Day	$10.00
Skate Sharpening – Next Day	$8.00

Catering	
Hot Chocolate	$75.00/5 gallons
Admission	
Skate Rental	$4.00
Walker Rental	$7.00
Admission (3 – 65)	$6.00
Senior Admission (62+)	$5.00
Season Pass per person	$150.00 + sales tax
Programs	
Learn to Skate	
Snowplow	$80.00/session
Basic 1 – 6	$80.00/session
Hockey 1 – 4	$80.00/session
Specialty Classes	$80.00/session
Youth Hockey	
Start Smart Hockey	$80.00/session
6U Youth Hockey	$275.00/season

8U Youth Hockey	$275.00/season
10U, 12U, 14U Youth Hockey	$500.00/season
Adult Hockey	
Adult Skills Clinic	$200.00/session
Peaks Adult Hockey League – Season – per team	$3,200.00

PARKING PERMIT AREAS

Foothill Park Permit	$100.00
University Garden/North Foothills Permit	$100.00
Carterville Permit	$100.00

POLICE DEPARTMENT

Special Event Coverage	$100.00
False Alarms	
The first three false alarms per calendar year	No fee

Fourth response	$50.00
Fifth response	$75.00
Sixth or more responses	$100.00 each
Public school	$50.00
See *Administrative: Records and GRAMA Requests* for Police Department records-related fees.	
Pet Licensing	As per the South Utah Valley Animal Shelter

UTILITIES

TRANSPORTATION UTILITY FUND FEE

Rates through August 31, 2025.

Category	Fee per Month
Residential A – Single-Family	$3.68
Residential B – Multifamily	$2.21
Commercial A (< 100 Trip-Ends)	$9.98

Commercial B (100 – 199 Trip-Ends)	$26.36
Commercial C (200 – 599 Trip-Ends)	$79.28
Commercial D (600+ Trip-Ends)	$236.78
Public Use A (< 300 Trip-Ends)	$21.53
Public Use B (≥ 300 Trip-Ends)	$96.08

Rates through September 1, 2025

Category	**Fee per Month**
Residential A – Single-Family	$4.20
Residential B – Multifamily	$2.52
Commercial A (< 100 Trip-Ends)	$11.38
Commercial B (100 – 199 Trip-Ends)	$30.05
Commercial C (200 – 599 Trip-Ends)	$90.38
Commercial D (600+ Trip-Ends)	$269.93
Public Use A (< 300 Trip-Ends)	$24.54

Public Use B (≥ 300 Trip-Ends)	$109.53

Rates through September 1, 2026

Category	**Fee per Month**
Residential A – Single-Family	$4.78
Residential B – Multifamily	$2.87
Commercial A (< 100 Trip-Ends)	$12.97
Commercial B (100 – 199 Trip-Ends)	$34.26
Commercial C (200 – 599 Trip-Ends)	$103.03
Commercial D (600+ Trip-Ends)	$307.71
Public Use A (< 300 Trip-Ends)	$27.98
Public Use B (≥ 300 Trip-Ends)	$124.86

Rates through September 1, 2027

Category	Fee per Month
Residential A – Single-Family	$5.45
Residential B – Multifamily	$3.27
Commercial A (< 100 Trip-Ends)	$14.79

Commercial B (100 – 199 Trip-Ends)	$39.05
Commercial C (200 – 599 Trip-Ends)	$117.45
Commercial D (600+ Trip-Ends)	$350.79
Public Use A (< 300 Trip-Ends)	$31.90
Public Use B (≥ 300 Trip-Ends)	$142.34

CULINARY WATER

Customer Service Fees	
Residential Water Deposit	$100.00
Nonresidential Deposit	Use of greater of 2-month avg. or $100.00
Connect/Processing Fee	$20.00
Field Credit Fee	$40.00
After-Hours Connect Fee	$150.00
Reimbursement for Water Main Line Extensions	$150.00Per ln. ft.
Water Connection Fees – Meter Only	
Includes furnishing and setting the meter only.	

3/4"	$515.00
1"	$545.00
1 1/2"	$971.00
2"	$1,115.00
3"	$3,973.00
4"	$4,213.00
6"	$6,510.00
8"	$9,582.00
10"	$11,717.00
12"	$13,486.00
Fire Hydrant Meter Rental	$10.00per working day
Fire Hydrant Meter Deposit*	$2,000.00

*Damage to hydrant or hydrant meter by contractor will be deducted from the deposit.

Fire Hydrant No Read Penalty	$50.00 per missed read

Water User Fees

Note: Water services provided to non-Provo residents will be double the rates listed here.

Rates to become effective September 1, 2025.

Water Resources Director can make exemptions for customers who participate in urban farming.

RESIDENTIAL

Monthly Base Rates

METER SIZE	AMOUNT
3/4" OR SMALLER	$21.43
1"	$27.04
1.5"	$58.13
2"	$86.95
3"	$168.60
4"	$280.95
6"	$333.62
8"	$502.96

Residential Tier Volume Breaks
(in thousand gallons)

	3/4"	1"	1.5"	2"	3"	4"	6"	8"
TIER 1	0 - 10	0 - 15	0 - 50	0 - 120	0 - 175	0 - 250	0 - 700	0 – 1,000
TIER 2	10 - 55	15 - 100	50 - 250	120 - 525	175 – 1,200	250 – 2,000	700 – 4,000	1,000 – 6,400
TIER 3	>55	>100	>250	>525	>1,200	>2,000	>4,000	>6,400

NON-RESIDENTIAL

Monthly Base Rates

METER SIZE	AMOUNT
1" OR SMALLER	$27.04
1.5"	$58.13
2"	$86.95
3"	$168.60
4"	$280.95
6"	$333.62
8"	$502.96
10"	$668.99
12"	$1,086.26

Non-Residential Tier Volume Breaks
(in thousand gallons)

	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
TIER 1	0 - 25	0 - 75	0 - 150	0 - 175	0 - 250	0 - 700	0 – 1,000	0 – 1,150	0 – 2,150

TIER 2	25 - 250	75 - 500	150 – 2,000	175 – 2,500	250 – 3,000	700 – 4,000	1,000 – 7,500	1,150 – 11,500	2,150 – 21,500
TIER 3	>250	>500	>2,000	>2,500	>3,000	>4,000	>7,500	>11,500	>21,500

ALL CUSTOMERS

Tier Volume Costs
($/thousand gallons)

TIER 1	$1.37
TIER 2	$2.09
TIER 3	$2.81

Equipment Rates

Vac Truck and Operators	$400.00 per hour
Backflow Noncompliance Fee	$100.00 per assembly
Fire Hydrant With Backflow Meter Rental	$20.00 per day
Meter or Hydrant Tampering Fee 1st Offense	$300.00
Meter or Hydrant Tampering Fee 2nd+ Offense	$500.00
Cross-Connection Control Inspection Fee	$150.00 per inspection

ENERGY

ALL ENERGY RATES SCHEDULES CAN BE FOUND AT:
https://www.provo.gov/841/Utility-Rates-and-Fees

Customer Service Fees

Residential Electric Deposit	$100.00
Nonresidential Deposit	use greater of 2-month avg. or $100.00
Meter Reading Fee for AMI Opt-Out (If Eligible)	$10.00/month
Credit Reconnect	$40.00
Returned Check	as set by State Law
Connect/Processing Fee	$20.00
After-Hours Connect Fee	$75.00
Same Day Connect Fee	$75.00
Connect/Processing Fee (3-Phase Service)	$60.00
Credit Reconnect (3-Phase Service)	$150.00
Engineering Division Fees	
Temporary Hook-Up Fee	$300.00
Upgrade Overhead Connection Fee	$435.00
Upgrade Underground Connection Fee	$600.00
Demolition Service Removal	$200.00

Additional Hook-Up Inspections (beyond 2)	$50.00
Net Metering/Solar 100-200 Amp Residential	$375.00
Net Metering/Solar 200-400 Amp Commercial/Residential	$825.00
Meter Tampering Fee	
1st Offense	$100.00
2nd Offense	$250.00
Electric Facility Relocation Fee	Actual Costs
Master Metering Penalty Fee	$250.00
Aid to Construction Fees	Actual Costs
Banner Installation and Removal	$150.00
Each Additional Week	$50.00
Pole Attachment Fee	$15.00
Electric Vehicle Charging Rate	$0.13/kWh
Service Connection Fees	

Single-Phase Meters

Amperage	1 Meter Service	Multi-Metering 120/240 V cost
0 – 400	$1,240	+ $400/additional meter
401 – 1,000	$2,685	+ $400/additional meter
Three-Phase Meters		
Amperage	1 Meter Service	Multi-Metering 120/208 V cost
0 –400	$1,678	+ $750/additional meter
401+	$3,723	+ $750/additional meter

SANITATION

Curbside Residential Fees (per month for weekly service)

Garbage – No Recycling (No Yard Waste or Household Recycling)	$20.60
Garbage – With Recycling (Yard Waste and/or Household Recycling)	$18.60
Household Recycling	$8.25
Yard Waste Recycling (Billed March – November only)	$6.40

Return Service Fee	$10.00

Suspension of Residential Service

Standby charge of $1.00 per month to be paid during suspension

Roll-Off Disposal

Tipping Fee (in addition to hauling fee)	$44.00per ton
Delivery and First Hauling	$200.00
Each Additional Hauling	$100.00

Commercial Frontload Fees (per month for weekly service)

3 Yard Container	$37.00
4 Yard Container	$37.00
6 Yard Container	$74.80
8 Yard Container	$99.00

Other Charges

Truck and Crew	$200.00per hour
Disposal Charge of Waste	$50.00 per ton

Replacement of Damaged Can	$65.00
Fine for Trash in Yard Waste Can	$25.00
Sanitation Ordinance Violation	$25.00 per violation
Can Return Fee (Less Than One Year of Service)	$65.00

Compost

Drop-Off Fee (only noncommercial, Provo residents allowed)	$5.00 per load
Compost Purchase (residents)	$10.00per cubic yard
Compost Purchase (nonresidents)	$15.00per cubic yard

STORM WATER

See Stormwater Service District Fee Schedule.

WASTEWATER

Equipment Rates

Jetter Truck and operators	$400.00/hour
Closed Circuit TV Truck and operators	$400.00/hour
Permitted Pretreatment noncompliance fine	$500.00 per occurrence
Food Service Establishment and non-permitted industrial users Pretreatment noncompliance fine	$100.00 first violation $300.00 additional violations (per occurrence)

Wastewater Contribution Permit

Annual Fee	$200.00	per year

Other fees are based on time and materials

Hauled in Waste

Septage Waste	$60.00	per 1,000 gallons

Nonconnection to Available Sewer

Within 300 ft. of City Sewer	$21.20	per month

Wastewater Surcharge Fees

Biochemical Oxygen Demand	$0.27	per pound	
Suspended Solids	$0.23	per pound	
Oil or Grease	$0.28	per pound	
Standard Monitoring Fee	$50.00	per occurrence	To cover inspections cost.
Reimbursement for Sewer Main Line Extensions	$150.00	Per ln. ft.	

Note: Wastewater service provided to non-Provo residents will be double the rates listed here.

Monthly Residential Base Charge

Base Rate Single Unit – $21.20 per connection

Base Rate Multiple Units – $19.09 per unit

Monthly Nonresidential Base Charge

Meter Size	**Base Charge**
3/4"	$21.20
1"	$52.99
1.5"	$106.00

2"	$169.57
3"	$317.96
4"	$529.92
6"	$1,059.84
8"	$1,695.74

All Uses Commodity Charge – $5.81 per 1,000 gallons

(Am Res. 2008-26, Am Res. 2011-09, Am 2012-14, Am 2012-15, Am 2012-26, Am 2012-38, Am 2012-46, Am 2013-10, Am 2013-21, Am 2013-23, Am 2013-24, Am 2013-42, Am 2014-17, Am 2015-08, Am 2015-28, Am 2016-05, Am 2016-12, Am 2016-19, Am 2016-22, Am 2016-28, Am 2017-03, Am 2017-11, Am 2017-28, Am 2018-08, Am 2018-19, Am 2018-35, Am 2019-03, Am 2019-23, Am 2019-30, Am 2019-36, Am 2019-44, Am 2020-19, Am 2021-11, Am 2021-17, Am 2021-25, Am 2021-43, Am 2022-07, Am 2022-10, Am 2022-23, Am 2022-54, Am 2023-07, Am 2023-25, Am 2023-54, Am 2024-32)

The Provo City Code is current through Ordinance 2024-51, passed October 1, 2024.

Disclaimer: The city recorder has the official version of the Provo City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

City Website: www.provo.org
City Telephone: (801) 852-6000

Hosted by General Code.

Provo City Consolidated Fee Schedule

Administrative
Airport
Business Licensing
Cemetery
City Hall Community Room Rental
Development Fees
Engineering
Fire Department
Fire Inspection Fees
Inspection Fees
Impact Fees
Justice Court
Library at Academy Square
Parks and Recreation
- **Covey Center for the Arts**
- **Golf Course**
- **Park Pavilion Reservations**
- **Parks, Parkways, Trails, and Other Park Properties**
- **Provo City Recreation Center**
- **Provo Shooting Sports Park**
- **Sports, Adult**
- **Sports, Youth**
- **Sports Fields Rental Fees**
- **Peaks Ice Arena**

Permit Areas
Police Department
Utilities
- **Transportation Utility Fund Fee**
- **Culinary Water**
- **Energy**
- **Sanitation**
- **Storm Water**
- **Wastewater**

ADMINISTRATIVE

Blueprints	
8 1/2" x 11"	$0.75
12" x 18"	$2.00
15" x 30"	$3.00
30" x 30"	$5.00
400 Scale Aerial	$5.00
Notary Service	$2.00
Records and GRAMA Requests	
Employee time to respond to a records request	The full fee allowed by statute
Computer media	$20.00
Bicycle License	No charge
Dispatch recordings	$20.00
Fire report	$15.00
Photocopy, standard	$0.10 per page
Photocopy, special	Cost

Photos (per CD of photos)	$20.00
Photos (per printed photo)	$5.00
Police Clearances	$10.00
Insurance Letters	$10.00
Subpoenas	Costs as per statute
Traffic accident reports	$10.00
Videos (cost per video)	$25.00 minimum due at time of request (credited against final fee)
Fire and Police records	$15.00 minimum due at time of request (credited against final fee)
Returned Check Fee	$20.00
Passport Application	$35.00
Passport Photo	$15.00
Fingerprinting	$15.00
Late Fee on Utility Bills	1.5%

Late Fee on Miscellaneous Accounts Receivable (Customer Service)	1.5%

AIRPORT

Ground Lease	$0.65 per square foot per year
Hangar Rental	
Hangars 1A to 27A	$310.00 per month
City-owned Box Hangars	$340.00 per month
All other City-owned T-hangars	$405.00 per month
Shade Hangar	$185.00 per month
Tie Downs	
Monthly Fee	$75.00
Annual Fee	$750.00
Fuel Flowage Fee	$0.08 per gallon for non-air carriers. $0.05 for air carriers.

Annual Fee for Commercial Services	$250.00
White Badge Fee	$25.00 per year
SIDA Badge Fee	$50.00 per year
Badge Endorsement Fee	$25.00 per endorsement
Airport Parking Fee	$12.00 per vehicle per day
Rental Car Concessions Fee	10% of gross revenue plus $20.00 per month per parking space
Landing Fee	$1.10 per 1,000 pounds landed weight for all aircraft over 12,500 pounds
Terminal Use Fee	$2.08 per enplaned passenger
Office Space Lease	$24.00 per square foot per year
Employee Parking Pass	$25.00 per month
Remain Over Night Fee	$50.00 per plane per night

Customer Facility Charge	$3.50 per rental day
Electric Vehicle Charging Rate	$0.25 per kWh
Passenger Facility Charge	$4.50 per passenger
Document Review Fee	$200.00 per application
Security Violation 1st Offense Badge Reinstatement Fee	$50.00
Security Violation 2nd Offense Badge Reinstatement Fee	$100.00
Badging Office Report Generation Fee	$50.00 per report
Video Display Advertising Non-Sterile Area	$150.00 per month
Video Display Advertising Sterile Area	$500.00 per month
Conference Room Rental	$150.00 1 – 4 hour reservation
Conference Room Cleaning Fee	$150.00

Filming Activity Location Charge	Based on time and scope plus Escort Hourly Charge of $100.00 per hour per escort
Hangar Wait List	$1,000.00 deposit applied to first month's lease
Lease Execution Fee	$750.00
Lease Assignment Fee	$500.00
Ground Transportation Fee	$1.50 per drop-off and pick-up
Flight School Operations Fee	$1.50 per landing
Security Escort Fee	$100.00 per hour per escort

BUSINESS LICENSING

~~General Business License~~

~~Number of Employees~~	~~Fee~~
~~0 – 5~~	~~$125~~

~~6 – 10~~	~~$175~~
~~11 – 25~~	~~$300~~
~~26 – 50~~	~~$425~~
~~51 – 75~~	~~$550~~
~~76 – 100~~	~~$675~~
~~101+~~	~~$800~~

~~Late Fee~~	~~$25.00~~
~~Name Change~~	~~$10.00~~
~~Location Change~~	~~$25.00~~
~~Home Occupation~~	
~~New Application~~	~~$37.00~~
~~Renewal~~	~~$17.00~~
~~Major Businesses Fee~~	~~$100.00~~
~~Home Occupation/Day Care/Pre-School~~	
~~Business License~~	~~$175.00~~
~~Annual Renewal~~	~~$155.00~~

~~Auction~~	~~Lesser of $10.00 per day or $100.00 per month~~
~~Beer License~~	
~~Class "A"~~	~~$350.00~~
~~Class "B"~~	~~$450.00~~
~~Class "C"~~	~~$550.00~~
~~Class "D"~~	~~$300.00~~
~~Class "E"~~	~~$550.00~~
~~Class "F"~~	~~$450.00~~
~~Nonrefundable Portion (included in application fee)~~	~~$50.00~~
~~Bond~~	~~$1,000.00~~
~~Billboards~~	~~$21.00 per billboard~~
~~Cell/Radio Tower~~	~~$21.00 per tower~~
~~Christmas Tree Stand~~	
~~Business License~~	~~$209.00~~
~~Permit Fee~~	~~$100.00~~

~~Clean Up Bond~~	~~$300.00~~
~~Closing Out Sales~~	~~$25.00 + $2.00 per $1,000.00 of inventory~~
~~Contracted Services~~	
~~Business License~~	~~$218.00~~
~~Annual Renewal~~	~~$159.00~~
~~Extra Living Space Registration~~	~~$50.00 per year~~
~~Fireworks Stand~~	
~~Business License~~	~~$134.00~~
~~Permit Fee~~	~~$200.00~~
~~Inspection Fee~~	~~$75.00~~
~~Franchise~~	
~~One-Time Application Fee~~	~~$1,500.00~~
~~Annual Fee~~	~~6% of gross revenue~~
~~Keeping Chickens~~	~~$20.00~~
~~Locksmithing~~	

~~Business License~~	~~See Contracted Services~~
~~Individual License~~	~~$25.00 per person~~
~~Newsstands~~	~~$21.00 per newsstand~~
~~Nonprofit – Nonretail~~	
~~Business License~~	~~$218.00~~
~~Annual Renewal~~	~~$159.00~~
~~Nonprofit – Retail~~	
~~Business License~~	~~$287.00~~
~~Annual Renewal~~	~~$228.00~~
~~Nuisance Abatement Administrative Fee~~	~~$100.00~~
~~Parade Vending and Selling Permit~~	~~$25.00~~
~~Public Assembly~~	
~~Permit Fee~~	~~$100.00~~
~~Business License~~	~~$100.00 per day~~
~~Rendering Facility~~	~~$644.00~~

Rental Dwelling, Including Mobile Homes	
One Rental Dwelling with One Unit	$20.00
More Than One Rental Dwelling Unit	$60.00
Residential Accessory Dwelling Unit Setup Fee	$50.00
Salon Chair	$28.00
Sexually Oriented Businesses	
Business License	$218.00
Annual Renewal	$159.00
Employee License	$50.00 each
Employee Annual Renewal	$25.00 each
Solicitors	$66.00 per employee
Solicitor's Identification Badge	$10.00 per employee
Solid Waste Hauler – Commercial	
Business License	No fee

~~Annual Franchise Tax~~	~~6% of all gross revenues~~
~~Solid Waste Hauler — Private~~	
~~Business License~~	~~$218.00~~
~~Annual Renewal~~	~~$159.00~~
~~Special Events~~	
~~Application Fee~~	~~$50.00~~
~~Taxicab Business License Sticker~~	~~$10.00~~
~~Temporary Business License~~	
~~Business License~~	~~$218.00~~
~~Permit Fee~~	~~$100.00~~
~~Clean Up Bond for Circuses and Carnivals~~	~~$1,000.00~~
~~Clean Up Bond for All Others~~	~~$300.00~~
~~Towing and Parking Enforcement~~	
~~Business License~~	~~See Table for all Office Staff~~

~~Annual Fee per Truck~~	~~$38.00~~
~~Vending~~	~~$21.00~~
~~Towing Bond~~	~~$1,000.00~~

Home Business

Home Business	$141.00 [1]
Home Occupation / Major	$169.00
Home Occupation / Day Care	$205.00

[1] Although no license fee will be charged for Home Businesses that do not have an impact, the City could charge this amount, if able.

General Business License

Name Change	$16.00
Location Change	$222.00
Late Fee	$25.00
Vending	$21.00
Auction	Lesser of $10.00 per day or $100.00 per month
Billboards	$21.00 per billboard
Cell/Radio Tower	$21.00 per tower
Closing Out Sales	$25.00 + $2.00 per $1,000.00 of inventory
Rendering Facility	$644.00
Nuisance Abatement Administrative Fee	$100.00
Parade Vending and Selling Permit	$25.00
Salon Chair/Booth Rental	$73.00
Food truck	$201.00
Non-profit non-retail/retail	$222.00
Newsstands	$21.00 per newsstand
Chicken Keeping License	$20.00

Franchise

One-Time Application Fee	$1,500.00
Annual Fee	6% of gross revenue

Locksmithing

Business License	See Table for Base Fee
Individual License	$25.00 per person

Solicitors

Solicitor	$72.00 per employee
Solicitor's Identification Badge	$10.00 per employee

Solid Waste Hauler – Commercial

Business License	See Table for Base Fee
Annual Franchise Tax	6% of all gross revenues

Taxicab Business

Business License	See Table for Base Fee
Taxicab Business License Sticker	$10.00

Towing and Parking Enforcement

Business License	See Table for Base Fee
Annual Fee per Truck	$38.00
Towing Bond	$1,000.00

Temporary Business Licenese

Temporary Business License	$275.00
Temporary Christmas Tree Stand	$206.00
Firework Stand	$206.00
Firework Stand Inspection Fee	$75.00
Clean Up Bond for Circuses and Carnivals	$1,000.00
Clean Up Bond for All Others	$300.00

Beer License

Class A	$76.00
Class B	$76.00
Class C	$76.00
Class D	$76.00
Class E	$76.00
Class F	$76.00
Alcohol Bond	$1,000.00

Business License Fee Table

License Subcategory	Base Fee	Disproportionate Cost	Total Cost
Accommodation and Food Services	$252.00	$532.00	$532.00
Administrative and Support and Waste Management and Remediation Services	$252.00	$0.00	$0.00
Agriculture, Forestry, Fishing and Hunting	$252.00	$0.00	$0.00
Air Transportation	$252.00	$105.00	$105.00
Apparel Manufacturing	$252.00	$224.00	$476.00
Arts, Entertainment, and Recreation	$252.00	$225.00	$477.00
Beverage and Tobacco Product Manufacturing	$252.00	$0.00	$252.00
Building Material and Garden Equipment and Supplies Dealers	$252.00	$341.00	$593.00
Chemical Manufacturing	$252.00	$0.00	$252.00
Clothing and Clothing Accessories Stores	$252.00	$6.00	$258.00
Computer and Electronic Product Manufacturing	$252.00	$0.00	$252.00
Construction	$252.00	$0.00	$252.00
Couriers and Messengers	$252.00	$0.00	$252.00
Educational Services	$252.00	$79.00	$331.00
Electronics and Appliance Stores	$252.00	$0.00	$252.00
Fabricated Metal Product Manufacturing	$252.00	$53.00	$305.00
Finance and Insurance	$252.00	$61.00	$313.00
Food and Beverage Stores	$252.00	$1,131.00	$1,383.00
Food Manufacturing	$252.00	$0.00	$252.00
Furniture and Home Furnishings Stores	$252.00	$0.00	$252.00
Furniture and Related Product Manufacturing	$252.00	$0.00	$252.00
Gasoline Stations with Alcohol License	$252.00	$2,368.00	$2,620.00
Gasoline Stations without Alcohol License	$252.00	$1,023.00	$1,275.00
General Merchandise Stores	$252.00	$301.00	$553.00
Health and Personal Care Stores	$252.00	$79.00	$331.00

Health Care and Social Assistance	$252.00	$51.00	$303.00
Impound	$252.00	$0.00	$252.00
Information	$252.00	$0.00	$252.00
Insurance	$252.00	$0.00	$252.00
Machinery Manufacturing	$252.00	$0.00	$252.00
Management of Companies and Enterprises	$252.00	$0.00	$252.00
Mining, Quarrying, and Oil and Gas Extraction	$252.00	$0.00	$252.00
Miscellaneous	$252.00	$356.00	$608.00
Miscellaneous Manufacturing	$252.00	$128.00	$380.00
Miscellaneous Store Retailers	$252.00	$0.00	$252.00
Motor Vehicle and Parts Dealers	$252.00	$112.00	$364.00
Nonmetallic Mineral Product Manufacturing	$252.00	$194.00	$446.00
Nonstore Retailers	$252.00	$6.00	$258.00
Other Services	$252.00	$0.00	$252.00
Printing and Related Support Activities	$252.00	$4.00	$256.00
Professional, Scientific, and Technical Services	$252.00	$0.00	$252.00
Real Estate and Rental and Leasing	$252.00	$45.00	$297.00
Rentals	$252.00	$0.00	$252.00
Solid Waste Hauler – Commercial	$252.00 + Annual Franchise Tax 6% of all gross revenues		
Sporting Goods, Hobby, Musical Instrument, and Book Stores	$252.00	$0.00	$252.00
Support Activities for Transportation	$252.00	$30.00	$282.00
Temporary	$252.00	$0.00	$252.00
Transit and Ground Passenger Transportation	$252.00	$18.00	$270.00
Transportation Equipment Manufacturing	$252.00	$0.00	$252.00
Truck Transportation	$252.00	$0.00	$252.00
Warehousing and Storage	$252.00	$0.00	$252.00
Wholesale Trade	$252.00	$67.00	$319.00
Wood Product Manufacturing	$252.00	$18.00	$270.00

Special Events

Special Event Application Fee	$50.00
Public Assembly Permit Fee	$100.00

Rental Dwelling License

Single Family	$86.00
Accessory Apartment (Attached)	$86.00
Accessory Apartment (Detached)	$86.00
Elderly Persons Extra Living Space	$38.00
Multi Family (units 2+)	$53.00 + $67.00 per unit

CEMETERY

Burial Rights for Spaces	
Purchase limited to 2 up or 4 flush per family	
Lawn Sites	
Monument Estates	$2,300.00
Upright	$1,900.00

Flush	$1,400.00
Cremation	$575.00
Indigent	$575.00
2 Ashes 1 Stone	$575.00
4 Ashes 2 Stones	Full grave
Permanent Maintenance	1/2 value of burial space
Infant	$375.00
Mausoleum	
Top/Bottom	$3,600.00
Mid-Level	$4,600.00
Cremation Garden	
Ossuary/Cenotaph	$350.00
Tablet	$460.00
Post Single	$575.00
Post Companion	$800.00
Cored Single	$1,350.00
Cored Companion	$1,600.00

Shield Cored Individual	$2,550.00
Shield Cored Companion	$5,000.00
Peak Cored Individual	$2,550.00
Peak Cored Companion	$5,000.00
Small Family Columbarium	$6,500.00
Large Family Columbarium	$9,725.00
Cremation Estate	$5,000.00
Tree Estate	$2,500.00
Arbor Niche 24 Niche 48 Urn	$900.00
Community Column 64 Niche	$650.00
Pavilion Shutter	$1,300.00
Rustic Monolith 60 Cores	$800.00
Niche Boulder	$1,500.00
Cremation Bench	$5,000.00

Cremation Pedestal Bird Bath	$3,000.00
Mausoleum Niche Level 1	$850.00
Mausoleum Niche Level 2	$950.00
Mausoleum Niche Level 3	$750.00
8” Crypt Vase Mounting Hardware	$27.00
8” Crypt Plastic Vase	$11.00
4” Niche Vase Mounting Hardware	$22.00
4” Niche Vase	$10.00
Cylinder Urn	$175.00
Opening/Closing	
Adult	$750.00
Infant	$350.00
Cremation Burial	$350.00
Niche	$160.00
Mausoleum	$850.00

Disinterment	
Infants	$925.00
Adults	$1,550.00
Cremation	$500.00
Overtime Labor (After 4:00 p.m.)	
Per Half Hour (Monday – Friday)	$200.00
Saturdays and Holidays	$450.00
Upright Monuments Inspection and Maintenance	$200.00
Flush Marker Inspection and Maintenance	$100.00
Recording Fee	$50.00
Probe	$10.00/$25.00/$50.00
Deed Transfer	$200.00 per space
(new owner maintenance) nontransferable	
Veteran’s Cross	$30.00

CITY HALL COMMUNITY ROOM RENTAL

City Hall Community Room Rental	
Deposit	$150.00
AV Rental Deposit	$100.00
Food Deposit	$50.00
Overtime Deposit	$50.00
Nonprofit Organizations	
Regular Work Hours	No charge
After Hours, Saturday, Holidays	$35.00 first two hours + $10.00 each additional hour
Late Night (after 9:00 p.m.)	$50.00 per hour
Citizens, Businesses, Special Interest Groups	
Regular Work Hours	$50.00 first two hours + $10.00 each additional hour
After Hours, Saturday, Holidays	$90.00 first two hours + $15.00

	each additional hour
Late Night (after 9:00 p.m.)	$50.00 per hour
Wedding Receptions	
Regular Work Hours	Not allowed
After Hours, Saturday, Holidays	$500.00 first two hours + $100.00 each additional hour
Late Night (after 9:00 p.m.)	$150.00 per hour

DEVELOPMENT FEES

Map and Text Amendments*	
General Plan (Map, Text, and Master Plan)	$560.00^
Local Street Plan	$150.00
Ordinance Text Amendments (Titles 14 and 15)	$1,100.00^
Ordinance Text Amendments (Chapter	$1,100.00

9.80 Permit Parking Area)	
Rezoning	$1,050.00^
Agricultural Protection Area Proposal	$500.00
Annexation (includes municipal disconnection)	$1,050.00

*A concept plan is required for all rezoning applications.

Street and Alley Vacation	$1,050.00
Development Review	
Condominiums	$260.00 + $25.00 per unit, or lot
Preliminary Subdivisions	$1,100.00
Final Subdivisions	$300.00
Boundary Line Adjustment	$150.00
Concept Plan Approval	$260.00 + $25.00 per unit, or lot

Specific Development Plans	$260.00 + $25.00 per unit, or lot
Conditional Use Permits	$900.00
Accessory Dwelling Unit (Single)	$100.00
Accessory Dwelling Unit (Multiple)	$500.00
Project Plan Review – Minor	$150.00
Project Plan Review – Major	$1,350.00
Project Plan	
Project Plan Unauthorized Change	$500.00 plus any staff costs above $500.00
Expedited Meeting Agenda	$500.00
(Subject to advertising requirements and preapproval of a board or commission having a quorum)	
Street Tree Fees	$255.00 per required tree

GIS Mapping Information and Misc. Services	Actual costs
Temporary Use Permit	$100.00
Zoning Disclosure	$10.00
Zoning Verification	$25.00
Board of Adjustment	
Appeals	$600.00
Variances	$600.00
Application	$50.00
Renewal	$20.00
Public Hearing Notice Fee	$60.00
All Other Requests	$60.00
Other Development Fees	
Bond Release Processing Fee	$100.00
Time Extension	$100.00
Demolition Permit	$100.00

Relocation of a Building	$100.00
Unauthorized Changes to an Approved Plan	$500.00
Multiple Reviews Fee (more than 3 CRC reviews)	50% of original application fees

ENGINEERING

Asphalt Overlay Fee	
Asphalt pavement	$1.80 per square foot
Manhole to be raised with a concrete ring	$1,110 each
Water valve to be raised with a concrete ring	$850.00 each
Miscellaneous Fees	
After hours inspection	$105.00 per hour, 2 hour min.
Development inspection	$300.00 minimum

Hourly inspection fee for permits requiring multiple inspections	$75.00 per hour
Permit extension	$250.00
Reinspection	$110.00 per inspection
Traffic control plan review fee (for permits requiring multiple traffic control plans)	$90.00 per inspection
Working without permit (stop work)	5 times permit fee
Construction Permit Fee	$250.00
Permit Type	
Asphalt paving under 1,000 sq. ft.	$100.00 plus $0.15 per sq. ft.
Asphalt paving over 1,000 sq. ft.	plus $0.15 per sq. ft.
Curb and gutter	$0.75 per ln. ft.
Sidewalk	$0.50 per sq. ft.
Fire hydrant	$75.00 each

Grading	$75.00 per inspection
Sewer lateral	$75.00 per lateral
Sewer main	$0.75 per ln. ft.
Water service	$75.00 per service
Water main	$0.75 per ln. ft.
Storm water main inspection fee	$0.75 per ln. ft.
Storm drain service	$75.00 per service
Other utilities	$0.75 per ln. ft.
Directional boring	$0.50 per ln. ft.
Pothole	plus $75.00 per pothole
Street closure (per lane/per block)*	plus $300.00 per day
Sidewalk, parking, bicycle lane closures (per block face)*	plus $100.00 per day

*These permit fees would be required on projects where closures exceed 24 hours or require multiple daily closures.

Street closure fees may be waived by the Mayor's Office for events held or sponsored by Provo City.

Street Sign Fee	$600.00 per sign
Street Cut Fee	
Summer base rate (Apr. – Oct.)	$100.00
Winter base rate (Nov. – March)	$300.00
Additional Fee per Square Footage	Minimum $100.00 or $1.80 per sq. ft.
Pothole	$100.00 each
Reimbursement for Street Improvements	
Curb and gutter	$45.00 per ln. ft.
Sidewalk	$70.00 per ln. ft.
Asphalt paving	$4.75 per sq. ft.
Concrete paving	$11.75 per sq. ft.
Administrative fee	$600.00
Floodplain Permit	$400.00+ $50.00 per lot or parcel

FIRE DEPARTMENT

False Alarms (in a 12-month period)	
The first three false alarms	No fee
Fourth response	$253.00
Fifth response	$378.00
Sixth or more responses	$503.00 each

Ambulance transport fees, mileage rates, and surcharges for ambulance service provided by Provo Fire and Rescue shall be set at the maximum rates set forth in the Utah Administrative Rule R426-8-2 as authorized by Utah Code Section 26-8a-403.

A copy of the current authorized rate schedule shall be kept on file and available for public inspection at the Provo Fire and Rescue administrative offices located at 80 South 300 West.

FIRE INSPECTION FEES

Automatic Fire Sprinkler Systems

Plan Review (100 heads or fewer)	$145.00 per hour

Plan Review (101 – 199 heads)	$145.00 per hour
Plan Review (200 – 299 heads)	$145.00 per hour
Plan Review (over 300 heads)	$145.00 per hour
Acceptance Testing	
Underground Flush	$93.00
Hydrostatic Testing for First 2 Tests	$93.00
Acceptance Testing for First 2 Tests	$93.00
Further Hydrostatic or Acceptance Tests	$93.00 each
Other Fire Protection Systems Additional Riser	$93.00
Standpipe	$93.00
Automatic Fire Sprinkler Systems – Remodel or Tenant Finish	
Plan Review (fewer than 5 heads)	$93.00

Plan Review (5 – 50 heads)	$140.00
Plan Review (over 50 heads)	$140.00per hour
Fire Alarm Systems	
Plan Review New System	$145.00 per hour
Plan Review Remodel	$145.00 per hour
Plan Review Additional Floors	$145.00 per hour
Acceptance Testing for First Two Tests	$93.00
Further Acceptance Tests	$93.00-each
Commercial Hood Systems	
Plan Review Fee (per hood)	$145.00
Acceptance Testing for First Two Tests	$93.00
Further Acceptance Tests	$93.00 each
Fire Hydrant Installation and Testing	

Underground Flush	$93.00
Acceptance Testing for First 2 Tests	$93.00
Fire Hydrant Flow Test	$93.00for first hour $93.00each additional hour

LPG Storage Tanks and Gas Systems

Plan Review (under 2,000 gallons)	$126.00
Plan Review (over 2,000 gallons)	$187.00
Under 500 Gallon Tank Inspection	$93.00
501 – 1,999 Gallons Private Use Inspection	$187.00
501 – 1,999 Gallons Retail Inspection	$187.00
2,000 – 3,999 Gallons Inspection	$235.00
Over 4,000 Gallons Inspection	$282.00

Hazardous Materials Storage Annual Permit Fees

Minimal Storage	$93.00
Hazardous Materials Storage	$145.00
Hazardous Materials Dispensing	$188.00
Hazardous Materials Manufacturing	$376.00
Hazardous Materials Production	$376.00
Hazardous Waste Production	$376.00
Multiple Use Site	$376.00
Liquid Storage Tank Installation and Closure Fees	
Plan Review	$126.00
Tank Fee under 500 Gallons	$141.00
Tank Fee 501 – 1,000 Gallons	$188.00
Tank Fee over 1,000 Gallons	$282.00
Explosives and Blasting	

Per Project	$93.00
Annual Fee	$365.00
Compressed Gas Systems	
Inspection Fee	$141.00
Combustible/Flammable Liquid Systems	
Plan Review	$93.00
Annual Operational Permit Fees Spray Booth	$188.00
Powder Coating	$188.00
Electrostatic Apparatus	$188.00
Dipping Tank	$188.00 per tank
Amusement Building	$188.00
Combustible Fiber Storage	$93.00
Cutting and Welding	$93.00
Dry Cleaning Plant	$93.00
High Piled Storage	$93.00
Hot Work Operations	$93.00

Industrial Ovens	$93.00 per oven
LPG Dispensing	$93.00
Spray Booths for Auto Painting	$93.00
Lumber Yard	$93.00
Woodworking Plants	$93.00
Fireworks Sales	$275.00 per location
Single Use Permits	
Fireworks Display – Ground	$141.00
Aerial Fireworks Display under 250 Devices	$141.00
Aerial Fireworks Display 250 Devices or More	$188.00
Pyrotechnics, Other	$141.00
Carnivals Less Than 10 Attractions	$141.00
Carnivals 10 or More Attractions	$188.00

Tent Between 200 and 2,000 Sq. Ft.	$93.00
Tent More Than 2,000 Sq. Ft.	$93.00
Canopy Between 400 and 2,000 Sq. Ft.	$93.00
Canopy More Than 2,000 Sq. Ft.	$93.00
Air Supported Structure	$141.00
Aviation Facilities	$93.00
Inspection and Enforcement Fees	
Exempt Child Care Facility	$93.00
Daycare or Preschool	$93.00
Nursing Home	$141.00
Assisted Living Facility	$141.00
Boarding School	$141.00
Outpatient Provider	$93.00
Hospital	$376.00

Final Inspection for Occupancy	$93.00
Each Additional Hour	$93.00
Copy of Fire Report	$15.00
Plan Review for Alarm Expedited	$180.00 per hour
Plan Review for Sprinkler System Expedited	$309.00 per hour
Stop Work Removal	$188.00
Installation without a Permit	Double fee plus $141.00
After Hours Inspection	$93.00 per hour $150.00 minimum
Standby Costs	
Paramedic Ambulance (includes 2 Medics)	$234.00 per hour
Paramedic Team (2 Medics)	$136.00 per hour
Engine Type I (includes 2 FF)	$442.00 per hour
Additional Firefighter	$79.00 per hour

Brush Truck Type 6 (includes 2 FF)	$337.00 per hour
Heavy Rescue/Haz Mat (includes 4 FF)	$510.00 per hour
Disposable Supplies	Market Price
Command Vehicle (includes Battalion Chief)	$160.00 per hour

INSPECTION FEES

General Building Inspection

For residential structures with not more than 4 units the building permit fee includes the plumbing, electrical, and mechanical permit fees.

Building permit	Based on the 1997 UBC Fee Chart
Building Valuation	Based upon International Code Council Building Valuation Data
Plan review	65% of the Building Permit Fee

Nonprofit organizations	100%
Reinspection fee	$100.00 per system
Building Inspection Board of Appeals fee	$600.00
Electrical Inspection	$75.00
Commercial Electrical	$175.00
Service charge	$75.00
Inspection fee	$0.02 per sq. ft., $75.00 minimum
Mechanical Inspection	
Minimum fee	$75.00
Commercial Mechanical	$175.00
Plumbing Inspection	
Minimum fee, including issuance of permit	$75.00
First fixture	$20.00
Each additional fixture	$6.00
Each water heater	$6.00

Fast track fee each permit	$500.00
Temporary Certificate of Occupancy	
Residential (180 days or less)	$250.00
Commercial (180 days or less)	$500.00
After-hours emergency inspection/2 hours minimum (see hourly)	$240.00 minimum, $120.00 per hour after second hour
180-day issued permit extension	$200.00
180-day permit application extension	$150.00
Permit reinstatement fee (final inspection only)	$200.00
Extension of temporary occupancy	$250.00
STOP WORK notice (RED TAG – penalty)	$150.00
Re-review of plans after 2 revisions ($ hourly rate, minimum 1 hour)	*See hourly rate

Hourly rate (per hour fee for overtime, after hours, re-review, etc.)	$120.00
Building without permit	**2x building permit fee
Canceled building permit fee	25% of building permit fee

IMPACT FEES

(Effective July 1, 2019)

Power Impact Fees		
Energy 1 Phase Impact Fees		See Table
Amperage Less Than or Equal To:	120/240	240/480
10	$88.00	$175.00
20	$175.00	$350.00
30	$263.00	$525.00
40	$350.00	$700.00
50	$438.00	$875.00
60	$525.00	$1,050.00

70	$613.00	$1,225.00
80	$700.00	$1,400.00
90	$788.00	$1,575.00
100	$875.00	$1,750.00
125	$1,094.00	$2,188.00
150	$1,313.00	$2,626.00
175	$1,532.00	$3,063.00
200	$1,750.00	$3,501.00
300	$2,626.00	$5,251.00
400	$3,501.00	$7,002.00
500	$4,376.00	$8,752.00
600	$5,251.00	$10,503.00
700	$6,127.00	$12,253.00
800	$7,002.00	$14,004.00
900	$7,877.00	$15,754.00
1000	$8,752.00	$17,505.00
Energy 3 Phase Impact Fees		See Table

Amperage Less Than or Equal To:	120/208	120/240	277/480	240/480
10	$131.00	$152.00	$303.00	$303.00
20	$263.00	$303.00	$606.00	$606.00
30	$394.00	$455.00	$910.00	$910.00
40	$526.00	$606.00	$1,213.00	$1,213.00
50	$657.00	$758.00	$1,516.00	$1,516.00
60	$788.00	$910.00	$1,819.00	$1,819.00
70	$920.00	$1,061.00	$2,122.00	$2,122.00
80	$1,051.00	$1,213.00	$2,426.00	$2,426.00
90	$1,182.00	$1,364.00	$2,729.00	$2,729.00
100	$1,314.00	$1,516.00	$3,032.00	$3,032.00
125	$1,642.00	$1,895.00	$3,790.00	$3,790.00
150	$1,971.00	$2,274.00	$4,548.00	$4,548.00
175	$2,299.00	$2,653.00	$5,306.00	$5,306.00
200	$2,628.00	$3,032.00	$6,064.00	$6,064.00
300	$3,942.00	$4,548.00	$9,096.00	$9,096.00

400	$5,255.00	$6,064.00	$12,128.00	$12,128.00
500	$6,569.00	$7,580.00	$15,160.00	$15,160.00
600	$7,883.00	$9,096.00	$18,192.00	$18,192.00
700	$9,197.00	$10,612.00	$21,224.00	$21,224.00
800	$10,511.00	$12,128.00	$24,256.00	$24,256.00
900	$11,825.00	$13,644.00	$27,287.00	$27,287.00
1000	$13,138.00	$15,160.00	$30,319.00	$30,319.00
1100	$14,452.00	$16,676.00	$33,351.00	$33,351.00
1200	$15,766.00	$18,192.00	$36,383.00	$36,383.00
1300	$17,080.00	$19,708.00	$39,415.00	$39,415.00
1400	$18,394.00	$21,224.00	$42,447.00	$42,447.00
1500	$19,708.00	$22,740.00	$45,479.00	$45,479.00
1600	$21,021.00	$24,256.00	$48,511.00	$48,511.00
1700	$22,335.00	$25,771.00	$51,543.00	$51,543.00
1800	$23,649.00	$27,287.00	$54,575.00	$54,575.00
1900	$24,963.00	$28,803.00	$57,607.00	$57,607.00
2000	$26,277.00	$30,319.00	$60,639.00	$60,639.00

2100	$27,591.00	$31,835.00	$63,671.00	$63,671.00
2200	$28,905.00	$33,351.00	$66,703.00	$66,703.00
2300	$30,218.00	$34,867.00	$69,735.00	$69,735.00
2400	$31,532.00	$36,383.00	$72,767.00	$72,767.00
2500	$32,846.00	$37,899.00	$75,799.00	$75,799.00
2600	$34,160.00	$39,415.00	$78,830.00	$78,830.00
2700	$35,474.00	$40,931.00	$81,862.00	$81,862.00
2800	$36,788.00	$42,447.00	$84,894.00	$84,894.00
2900	$38,101.00	$43,963.00	$87,926.00	$87,926.00
3000	$39,415.00	$45,479.00	$90,958.00	$90,958.00

Park Impact Fees

One-Family Dwelling	$3,105.10
Multifamily Dwelling	$2,884.62 per unit

Road Impact Fees

ITE Land Use	Unit	Impact Fee
One-Family Dwelling	Dwelling Unit	$1,293.06

Multifamily Dwelling (2 stories or less - typically townhomes)	Dwelling Unit	$1,293.06
Multifamily Dwelling (3-9 stories)	Dwelling Unit	$960.96
Mobile Home Park	Occupied Dwelling Unit	$736.14
Industrial Park 130	1,000 Sq. Feet Gross Floor Area	$382.25
General Manufacturing	1,000 Sq. Feet Gross Floor Area	$445.77
Warehousing	1,000 Sq. Feet Gross Floor Area	$197.36
Mini-Warehouse	1,000 Sq. Feet Gross Floor Area	$171.27
Assisted Living Center	Bed	$294.91
Hotel	Room	$948.24
Movie Theater	1,000 Sq. Feet Gross Floor Area	$8,857.46
Elementary School	Student	$214.38
Middle School/Junior High School	Student	$214.60
High School	Student	$230.26
Private School (K-8)	Student	$466.18
Church*	1,000 Sq. Feet Gross Floor Area	$3,133.97
Day Care Center	1,000 Sq. Feet Gross Floor Area	$5,401.36

Library	1,000 Sq. Feet Gross Floor Area	$8,172.37
Hospital	1,000 Sq. Feet Gross Floor Area	$1,215.93
General Office Building	1,000 Sq. Feet Gross Floor Area	$1,104.77
Medical-Dental Office Building	1,000 Sq. Feet Gross Floor Area	$3,947.24
Business Park	1,000 Sq. Feet Gross Floor Area	$1,411.02
Building Material and Lumber Store	1,000 Sq. Feet Gross Floor Area	$2,047.34
Nursery (Garden Center)	1,000 Sq. Feet Gross Floor Area	$7,724.33
Shopping Center/Strip Mall	1,000 Sq. Feet Gross Leasable Area	$2,826.02
Automobile Sales (New)	1,000 Sq. Feet Gross Floor Area	$3,157.79
Automobile Sales (Used)	1,000 Sq. Feet Gross Floor Area	$3,069.32
Tire Store	1,000 Sq. Feet Gross Floor Area	$2,329.14
Supermarket	1,000 Sq. Feet Gross Floor Area	$7,751.46
Convenience Market	1,000 Sq. Feet Gross Floor Area	$42,366.68
Drive-In Bank	1,000 Sq. Feet Gross Floor Area	$7,374.92
Restaurant, Sit-Down (High Turnover)	1,000 Sq. Feet Gross Floor Area	$7,252.77
Fast Food without Drive-Through Window	1,000 Sq. Feet Gross Floor Area	$22,384.81

Restaurant with Drive-Through Window	1,000 Sq. Feet Gross Floor Area	$26,709.06
Auto Care Center**	1,000 Sq. Feet Gross Leasable Area	$2,690.47
Gasoline/Service Station	Fueling Position	$11,316.07
Gasoline/Service Station with Convenience Store	1,000 Sq. Feet Gross Leasable Area	$71,867.91
Self Service Car Wash	Wash Stall	$12,250.04

* Sunday rate was used

** Weekday daily rates were not available, so Saturday daily rates were used

As of July 1, 2022, the following fees will be as follows:

Sewer Impact Fees

Residential Sewer Impact Fee	ERU Demand	Fee
Sewer Impact Fee per ERU	1.00	$4,450.26
Fixture Type	Drainage Fixture Unit Value as Load Factors	Impact Fee per Fixture Type
Automatic Clothes Washers, Commercial	3	$513.49
Automatic Clothes Washers, Residential	2	$342.33
Bathtub	2	$342.33

Bidet	1	$171.16
Combination Sink and Tray	2	$342.33
Dental Lavatory	1	$171.16
Dental Unit or Cuspidor	1	$171.16
Dishwashing Machine, Domestic	2	$342.33
Drinking Fountain	0.5	$85.58
Floor Drains	2	$342.33
Kitchen Sink, Domestic	2	$342.33
Laundry Tray	2	$342.33
Lavatory	1	$171.16
Shower	2	$342.33
Sink	2	$342.33
Urinal	4	$684.66
Urinal 1 Gal. or Less per Flush	2	$684.66
Wash Sink, Circular or Multiple, Each Set Faucets	2	$342.33
Water Closet, Flushometer Tank, Public or Private	4	$684.66

Water Closet, Private (1.6 gpf)	3	$513.49
Water Closet, Private (flushing greater than 1.6 gpf)	4	$684.66
Water Closet, Public (1.6 gpf)	4	$684.66
Water Closet, Public (flushing greater than 1.6 gpf)	6	$1,026.98
Swimming Pool	10	$1,711.64
Hot Tub	2	$342.33
Car Wash (per bay)	2	$342.33
Sewer Non-Standard Impact Fee Formula		
Multiply Number of Fixture Units by Impact Fee per Fixture Unit		$171.16
Commercial		Computed on the basis of residential equivalent fixture units 26 fixture units shall be considered a residential equivalent

Stormwater Impact Fees

Year	Fee Per Acre
FY 2019-2020	$7,021.76
FY 2020-2021	$7,123.00

FY 2021-2022	$7,264.58
FY 2022-2023	$7,398.21
FY 2023-2024	$7,592.40
FY 2024-2025	$7,854.71
FY 2025-2026	$8,262.93
FY 2026-2027	$8,542.64
FY 2027-2028	$8,775.90
FY 2028-2029	$9,081.93

Water Impact Fees

Maximum Single Family Impact Fee per Unit by Year (Water)		
Effective July 1,	**Small Lot (Per Unit)**	**Standard Lot (Per Unit)**
2025	$4,930.43	$7,600.34
2026	$4,944.53	$7,622.10
2027	$4,959.12	$7,644.59
2028	$4,974.31	$7,668.00
2029	$4,990.04	$7,692.25
2030	$5,006.42	$7,717.49
2031	$5,023.44	$7,743.73
2032	$5,041.17	$7,771.06
2033	$5,059.63	$7,799.52

Maximum Single Family Impact Fee per Unit by Year (Water)

Effective July 1,	Multifamily Indoor - Small Unit (Per Unit)	Multifamily Indoor - Standard Unit (Per Unit)	Multifamily Outdoor (Per Irrigated Acre)
2025	$1,280.95	$2,260.50	$29,168.15
2026	$1,284.62	$2,266.97	$29,251.63
2027	$1,288.40	$2,273.66	$29,337.95
2028	$1,292.35	$2,280.62	$29,427.78
2029	$1,296.44	$2,287.84	$29,520.87
2030	$1,300.69	$2,295.34	$29,617.71
2031	$1,305.11	$2,303.15	$29,718.44
2032	$1,309.72	$2,311.28	$29,823.32
2033	$1,314.52	$2,319.74	$29,932.55

Maximum Nonresidential Impact Fees (Water)

	Effective July 1,					
Meter Size (inches)	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
1	$19,001	$19,055	$19,111	$19,170	$19,231	$19,294
1.5	$38,002	$38,110	$38,223	$38,340	$38,461	$38,587
2	$60,803	$60,977	$61,157	$61,344	$61,538	$61,740
3	$114,005	$114,331	$114,669	$115,020	$115,384	$115,762
4	$190,009	$190,552	$191,115	$191,700	$192,306	$192,937
6	$380,017	$381,105	$382,230	$383,400	$384,613	$385,874
8	$608,028	$609,768	$611,567	$613,440	$615,380	$617,399

Public Safety Impact Fees

Effective July 1,	Single-Family	Multi-Family	Commercial per 1000 sf	Institutional per 1000 sf	APPARATUS Commercial w/ Apparatus	Institutional / Apparatus
2025	$636.30	$284.91	$627.91	$340.78	$697.53	$410.40

2026	$647.97	$290.00	$639.33	$347.05	$708.95	$416.67
2027	$659.85	$295.18	$650.96	$353.44	$720.58	$423.06
2028	$671.97	$300.47	$662.81	$359.95	$732.43	$429.57
2029	$684.34	$305.87	$674.91	$366.60	$744.53	$436.22
2030	$696.96	$311.37	$687.26	$373.38	$756.88	$443.00
2031	$709.85	$317.00	$699.87	$380.31	$769.49	$449.93
2032	$723.03	$322.75	$712.77	$387.39	$782.39	$457.01
2033	$736.53	$328.64	$725.98	$394.65	$795.60	$464.27
2034	$750.36	$334.67	$739.51	$402.08	$809.13	$471.70
2035	$764.54	$340.86	$753.38	$409.70	$823.00	$479.32
2036	$779.08	$347.20	$767.61	$417.52	$837.23	$487.14
2037	$794.01	$353.71	$782.21	$425.54	$851.83	$495.16
2038	$809.33	$360.40	$797.20	$433.78	$866.82	$503.40
2039	$825.07	$367.27	$812.61	$442.24	$882.23	$511.86
2040	$841.26	$374.33	$828.45	$450.94	$898.07	$520.56

JUSTICE COURT

Justice Court fees shall be set at the rates set forth in the State of Utah Uniform Fine Schedule as authorized by Utah Code Section 77.

LIBRARY AT ACADEMY SQUARE

Room Rental Fees

Large Meeting Room Rental, seats 50 – 90

9:00 a.m. to 9:00 p.m. Mon. – Fri.	$45.00 per hour, three hour minimum

9:00 a.m. to 6:00 p.m. Saturday	$45.00 per hour, three hour minimum

Small Meeting/Conference Room Rental, seats 10 – 35

9:00 a.m. to 9:00 p.m. Mon. – Fri.	$30.00 per hour, three hour minimum
9:00 a.m. to 6:00 p.m. Saturday	$30.00 per hour, three hour minimum

Ballroom Rental

9 hour block of time between 9:00 a.m. to 6:00 p.m., Mon. – Thurs.	$840.00 with $200.00 deposit
14 hour block of time between 9:00 a.m. – 11:00 p.m., Mon. – Thurs.	$1,350.00 with $300.00 deposit
14 hour block of time between 9:00 a.m. – 11:00 p.m., Fri. – Sat.	$2,000 with $300.00 deposit
15 hour block of time between 9:00 a.m. – 12:00 a.m., Mon. – Sat.	$2,300.00 with $500.00 deposit

Attic Rental

Hourly 9:00 am – 9:00 pm Mon. – Thurs.	$70.00 per hour, three hour minimum
Full Day Discount 9:00 am – 9:00 pm Mon. – Thurs.	$800.00 with $100.00 deposit
Hourly 9:00 am – 9:00 pm Fri.	$100 per hour, three-hour minimum
Hourly 9:00 am – 6:00 pm Sat.	$100 per hour, three-hour minimum
Full Day Discount 9:00 am – 11:00 pm Fri. - Sat.	$1,250.00 with $100.00 deposit

Overdue Fines

Adult & Teen Materials (exceptions below)*	$0.10 per day per item, up to $5.00
* Chromebooks and Telescopes	$5.00 per day per item, up to $25.00
* Basement Creative Lab Equipment	$25.00 per day per kit, up to $125.00

Children's Materials are fine free (exception below) *	
* Discovery Kits	$1.00 per day per kit, up to $10.00

There is no grace period for overdue items. Fines begin accruing the day after an item is due. Full library privileges are revoked for patrons with fines greater than $10.00 or items that are more than one month overdue. If unpaid fines and fees exceed $25.00, a billing notice is mailed. Accounts unpaid after ten days from the date on the billing notice will be sent to a collection agency and an additional $10.00 debt collection fee will be charged.

Damaged and Lost Fees

Materials damaged beyond use	Full replacement cost
Missing audiobook CD	$15.00
Missing case/packaging	$5.00
Missing cover/artwork	$5.00

Missing Discovery Kit items	Full replacement cost of item(s)
Patron Card Replacement	$1.00

The full replacement cost is the retail price of the item when purchased initially by the library.

Nonresident Cards

Six-month nonresident library card	$62.50
One-year nonresident library card	$125.00
Three-month temporary resident card	$15.00

Other Fees

Photocopies/prints – black	$0.10/page
Photocopies/prints – color	$0.40/page
Microfiche copies	$0.10/page
Test Proctoring Services	$15.00/exam

PARKS AND RECREATION

COVEY CENTER FOR THE ARTS

Rate A – applies to commercial users

Rate B – applies to nonprofit organizations and events. A 501(c)(3) certificate or IRS letter of tax determination is required for this rate. The W9 form and letter of determination or 501(c)(3) must match.

Main Hall Rental

Full Day Rentals Monday – Saturday (7:00 a.m. to 11:00 p.m.)

Rate A	$2,000
Rate B	$1,500

Full Week Rentals (up to 6 consecutive working days) Unlimited access to the hall between 7:00 a.m. and 11:00 p.m.

Rate A	$10,000
Rate B	$7,500
Performance Receptions	$200
School Performances	$300

• Deposit

Deposits are due at contract signing and are nonrefundable.

Returning clients: $500 per day for each scheduled day. Nonticketed events must pay full estimated costs seven days in advance of the first day in the building.

New clients: 50% of total estimated costs. Deposits will be applied to the total fee.

• Insurance

All clients are required to carry liability insurance for no less than $1,000,000. A copy of the client's standard certificate of insurance, adding Provo City as an additional insured, must be provided to the CCA Events Coordinator no later than 7 days prior to the first use of the building.

If your organization does not have insurance, a TULIP (Tenant User Liability Insurance Program) policy is available for purchase through GatherGuard.

• Staffing

House Manager (required for all performances)	$25 per hour
Technicians (minimum of two technicians required for all rehearsals and performances)	$25 per hour
Security (required for all rehearsals and performances)	$25 per hour

Event Manager (required for all performances and rehearsals)	$35 per hour
Usher (minimum of four required for all performances)	$20 per hour

• Custodial

$150 per scheduled day.

• Stage Setup and Supplies

$75 per scheduled day. Stage setup includes but is not limited to the normal use of gaff tape, spike tape, lightning gel, copies, etc. Above average use of supplies will be charged based on use.

• Additional Services

Wireless Microphone Package For the use of 3 – 12 wireless microphones	$250/day or $700/week
Batteries (per battery charge)	$1.00
Marley Dance Floor (includes gaff tape)	$200
Snow Machine (snow included)	$200
Orchestra Pit (does not include labor)	$750
Piano Tuning (scheduled)	$175
Hazer	$75/day

(fire watch is required)	$25 per hour
Stage Décor (White Drape, Mesh, etc.)	$100
Specialty Lights (Black, Strobe, etc.)	$50
Window Banners	$75 – $200

Photography/Film Session

Main Stage (includes one technician, two-hour minimum)	$200 per hour
Lobbies	$50 per hour

Board Room/Studio Rental

Board Room	$50 per hour
Combined Studios	$50 per hour (minimum of 3 hours)

Black Box Rental

The Black Box is only rented on a case-by-case basis, upon approval from the General Manager.

Ticket Office Use

• Ticket Sales	Up to 12% commission of gross sales
• Facility Fee	$2 per ticket for all sales

• Ticket Exchanges	$3 per ticket
• Comp Tickets	First 20 tickets at no charge, 21 plus at $1.00 per ticket
• Merchandise Sales	15% commission on all monies collected on Covey Center property
• Covey Center Merchandise/Concessions	$1 – $50 based on item
• Gallery Exhibit Sales	25% commission on all monies collected on Covey Center property
• Student Art Exhibit	10% commission on all monies collected on Covey Center property
• Christmas Art Sale	10% commission on all monies collected on Covey Center property
• Art Exhibit Entries (2 max)	$15 each

Classes

Class tuition is set by agreement with instructors and ranges between $35 and $300 depending on the length of class and number of classes offered.

Workshops taught in the Covey Center range in price from $10 to $250 based on the topic and length of the workshop.

GOLF COURSE

18 HOLE COURSE

9-Holes

Monday – Thursday	$19
Monday – Thursday (Seniors 62 & older)	$15
Friday – Sunday & Holidays (All players)	$20

18-Holes

Monday – Thursday	$38
Monday – Thursday (Seniors 62 & older)	$30
Friday – Sunday & Holidays (All players)	$40

Carts

9 Holes (per rider)	$10
18 Holes (per rider)	$20

Pull Cart	$4

Rental Clubs

Titleist Set (9-Holes)	$50
Titleist Set (18-Holes)	$75
Standard Set (Per 9-Holes)	$16

The Pasture

All Players (Day Time)	$12
Prime-time (Lights on)	$14
Triple Play (Rec Center Members)	$7
Par 3 Club Rentals (4 Clubs & Putter)	$6
Complimentary Carry Bag for Players Club	Free
Push Cart	$4

The Horseshoe

Green Fee	$5
Triple Play (Rec Center Members)	$2

Season Membership (March 1 – November 30)

7-Day Championship	$989.99 + sales tax
7-Day All-Access	$1,099.99 + sales tax

Punch Cards (Expire one year from purchase)
Not valid on all major holidays

Punch Card (twenty 9-hole rounds)	$350
Association Member	$275
Cart punch card (twenty 9-hole rounds)	$180

Driving Range

Large Bucket	$12
Medium Bucket	$10
Small Bucket	$6

Promotions

The Manager of the golf course may, from time to time for promotional purposes, reduce the foregoing golf course fees by not more than 35% subject to approval by the Mayor or the Mayor’s designee.

PARK PAVILION RESERVATIONS

Parks may be reserved for one of two time blocks:

8:30 a.m. – 2:00 p.m.

4:00 p.m. – 9:30 p.m.

*Pavilion has power and lights

Bicentennial Rotary Park, 1400 S 1600 E	$55*
Big Springs Park, Provo Canyon	
Large	$115*
Medium (2)	$80*
Canyon Glen Park, in Provo Canyon	
Large	$115*
Small	$80*
Amphitheater	$75
Carterville Park, 2400 N Carterville Road	
Large	$120*
Small	$55*

Exchange Park, 900 N 700 W	
Large	$120*
Medium	$85*
Small (2)	$45
Footprinter’s Park, 1150 S 1350 W	$30*
Fort Utah Park, 200 N Geneva Road	
Large	$100*
Small	$30*
Grandview Park, 1460 N 1000 W	$35*
Harbor Park, 800 N 2450 W	$30*
Joaquin Park, 400 N 400 E	$30*
Kiwanis Park, 820 N 1100 E	
Brick (Large)	$120*
Medium	$55*
Small	$30*
Lakeview Park, 2825 W 1390 N	

Large	$85*
Small	$30*
Lions Park, 1280 N 950 W	
North	$160*
South	$70*
Maeser Park, 451 E 600 S	$85*
Provost Park, 629 S 1000 E	$30*
Quail Orchard Park, 522 E 3900 N	$150*
Riverside Park, 1260 W 600 N	
Large	$85*
Small	$30*
Riverview Park, 4620 N 300 W	
East	$145*
West	$130*
The Park at Rock Canyon, 2620 N 1200 E	
#1	$195*

#3	$55*
#2 and #4	$150*
Rock Canyon Trailhead Park, 2300 N 1450 E	$65*
Provo Rotary Park, 1460 N 1550 W	
North	$70*
West	$85*
Sherwood Hillside Park, 1100 E 4450 N	
Pavilion #1	$30*
Pavilion #2	$30*
Spring Creek Park, 1400 S State St	
Pavilion #1	$85
South Fork Park, Provo Canyon above Vivian	
Large	$110*
Small	$80*
Wilderness Paul Ream Park, 1600 W 500 N	
Large	$110*

Southwest	$30*
Center West	$55*
Northwest	$55*

PARKS, PARKWAYS, TRAILS, AND OTHER PARK PROPERTIES

Special Parks Use Fee for events where attendees exceed reserved pavilion capacity or where multiple areas of a park are being used for an event. This fee is in addition to all necessary pavilion rental fees.	$350
Trail Use Fee, Base Fee for course events held on a trail	$350
For Events with More Than 200 Participants/Spectators (up to a maximum of 500)	$1.50 per person
Participant/Spectator Impact Fee for Events with More Than 500 Participants/Spectators (for each person in excess of 500)	$1 per person

PROVO CITY RECREATION CENTER

Category	Daily	3 Month	6 Month	Annual	Monthly
		Res D/ Base*	Res D/ Base*	Res D/ Base*	Res D/ Base*
Adults (18 – 59)	$6.50	$95/$120	$165/$205	$285/$355	$27/$33
Youth (3 – 17)	$5.50	$55/$65	$90/$112	$157/$195	$16/$19
Adult Couple	N/A	$132/$167	$229/$289	$398/$503	$36/$45
Senior (60+)**	$5.50	$55/$65	$90/$112	$157/$195	$16/$19
Senior Couple**	N/A	$95/$120	$165/$205	$285/$355	$27/$33
Family***	N/A	$167/$207	$284/$359	$493/$618	$44/$55

Note: Toddlers under the age of 3 are free.

*Res D – is the resident discount rate

*Base – is the nonresident rate

**Senior Recreation Center Membership includes Senior Center Annual Pass

***Up to six members, each additional 3-month member is $9.00, 6-month $18.00, and each additional annual pass holder is $36.00. Family consists

of a maximum of 2 married adults and children 21 years old and under claimed as dependents for tax purposes.

****Sales tax will be added to the price of memberships, concessions, and other applicable sales. All taxes will be indicated on sales receipts.

Childwatch	$3.50 per hour, each additional child $2.50 per hour Or $25/month for first child, $15/month for each additional child

Corporate Business

Tier 3 – 10% discount 5 or more 6 Month/Annuals

Tier 2 – 15% discount 10 or more 6 Month/Annuals

Tier 1 – 20% discount 15 or more 6 Month/Annuals

Senior Center Annual Pass

$10 Resident

$100 Nonresident

$3 Nonresident Senior Daily Fee

Rentals

Standard Exercise Room	$100/hr
Large Exercise Room	$100/hr
Classroom	$50/hr

Party Room	$60/2 hrs
Multi-Purpose (per section, non-prime time, weekdays)	$75/hr
Multi-Purpose (all 3 sections, 4 hr. min., prime time, weekends)	$125/hr
One-Court Gym	$100/hr
Pool	
Outdoor Pool, after hours per 1 1/2 hours	$500
Outdoor Corporate Pavilion (3 1/2 hours)	$350
Competitive Pool, exclusive use	$100/hr
Competitive Pool, nonexclusive use	$15/hr per lane
Deep or Program Pool, exclusive use	$75/hr
Swim Lessons – non-residents charged an additional $10	
Provo Resident	$45
Swim Lessons - Private	$85
Piranhas Year-Round Swim Team	$50
Piranhas Summer Swim Team	$110-$140
Jr. Lifeguard Camp	$140

Lifeguard Class	$175
Classes 60+:	
Computer Classes, 8 Classes	$40
Computer Classes, 6 Classes	$30
Computer Classes, 4 Classes	$20
Computer Help, Walk-In	$3
Tours	As approved by Director
Tuesday Night Dance	$5/per person, $8/couple
Ukulele, 6 Classes	$25
Elder Quest	$10 annual pass required
Community Classes:	**(Nonresident Fee Additional $10)**
World Culture Tour	Cooking Class, $20/person
Youth Bouldering, 8 Classes	$45
ESL, 10 Classes	$50
Skateboarding, 10 Classes	$55
Cooking Class, 5 – 9 Classes	$45 – $120

Language Class, 10 – 12 Classes	$75
Tumbling Tots, 8 Classes	$60
Photography, 6 Classes	$60
Adult Art Classes, 4 – 6 Classes	$45 – $125
Youth Art Classes, 4 – 8 Classes	$45 – $75
Lego League	$150
Specialty Camps	$150
Tri Training	$100
Fly Fishing	$60
ASL, 16 Classes	$75
Parent/Child Cooking	$40
Adult Cooking Class	$20 – $100
Art in Nature, 9 Classes	$100
Cake Decorating, 6 Classes	$80
Outdoor Yoga	$45
Ski Program (4 days)	$375-$685
Seasonal Cooking, 6 Classes	$80 – $100

Furniture Refurbishing, 6 Classes	$90
Summer Adventure Kids Camp, 4 Days	$175
Adaptive Adventure Day Camp, 4 Days	$175
Internet Safety	$5
Self-Defense	$40
Pre-K Field Day	$45
Grief Recovery Workshop	$75
Special Events:	
Facility Events	Cost of daily admission to Provo Recreation Center
Countdown	$10
Halloween Carnival	$8/person, $4/Rec Center Members
Rec Center After-Hours Party	$7
Summer Luau	$15
Christmas Gala	$20
Skate Park Competition	Free early admission, $5 day of

PROVO SHOOTING SPORTS PARK

Admission per Individual		
All Individuals		$8.00
Punch Passes for Open Public Hours		
5 Punches		$32.00
Group Reservations		
Rifle Range – 2 Hours	$40.00	+ $5.00 per person
Hand Gun Range Exclusive – 2 Hours	$40.00	+ $5.00 per person

SPORTS, ADULT

Basketball	$655.00
Flag Football	$530.00
Soccer	$310.00
Softball	
Adult Softball Tournaments	$300.00

Softball Single Headers	$400.00
Softball Doubleheaders	$675.00
Tennis Lessons – Private	
Single player lessons	$45.00/person
Group lessons (2 – 4 players)	$30.00/person
Tennis Lessons	$70.00
Volleyball – 6 on 6 Team	$298.00

SPORTS, YOUTH

Late Registration Fee All Youth Sports	$15.00
Nonresident Fee All Youth Sports	$10.00
Start Smart Jersey	$8.00
Baseball	
Start Smart Baseball	$40.00
T-Ball	$50.00
Coach Pitch/Machine Pitch	$55.00
Jr. Baseball, 3-9 Grade	$98.00

Girls Fastpitch Softball, 3 – 9 Grade	$98.00
Basketball	
Start Smart Basketball	$40.00
Jr. Jazz, 1 – 2 Grade	$55.00
Jr. Jazz, 3 – 4 Grade	$65.00
Jr. Jazz, 5 – 6 Grade	$70.00
Jr. Jazz, 7 – 8 Grade	$75.00
High School Basketball Team	$680.00
Jr. Jazz Jersey	$15.00
Flag Football, 1 – 2 Grade	$65.00
Flag Football, 3 – 9 Grade	$78.00
Soccer	
Start Smart Soccer	$40.00
Youth Soccer (Spring, Fall)	
Preschool/Kindergarten/1 – 2 Grade	$55.00
3 – 6 Grade	$60.00

7 – 9 Grade	$65.00
Soccer Jersey Combo	$23.00
Summer Camps (4 days)	$65.00
Tennis	
Lessons 2 Weeks	$60.00
Lessons 4 Weeks	$65.00
League	$95.00
Track and Field	
Team Provo Track and Field	$60.00
Cross Country Team	$55.00
Volleyball – Co-Ed Youth Volleyball	$60.00
Wrestling, 4 – 8 Grade	$60.00

SPORTS FIELDS RENTAL FEES

Baseball/Softball Fields	
Softball Field Lights	$30 per hour per field
Additional Field Prep	

Weekdays/Saturday			$70/85 per diamond
	Hourly (per field)	Half-Day (4 hours)	Daily
4 Field Complex	$85	$600	$1,200
2 Field Complex	$85	$350	$700
1 Field Complex	$85	$175	$350
Rectangle Grass Fields (Non-Epic)			
Field Rental, per Field (Practice)			$50/hour
Field Rental, per Field (Game)		$60/ hour, paint included	
Tennis			
Single Court			$20 per hour
2 Courts			$100 per ½ day (4hr block); $200 per full day (4hrs+)

The Epic Sports Park

Practice/Trainings per field	$70/hour
Weekdays (Mon. – Thurs.) (Games) per field	$80/hour

Weekdays (Mon.-Thurs.) (Games) per field per day	$800/Day
Weekends (Fri. – Sun.) (Games) per field	$90/hour
Weekends (Fri.-Sun.) (Games) per field per day	$900/day

PEAKS ICE ARENA

Service & Rentals	
Ice – 1 hour	$200.00
Olympic Room – 1 hour	$50.00
Mezzanine – 1 hour	$75.00
Large Turf – Fall/winter 1 hour	$120.00
Large Turf – Summer 1 hour	$70.00
Half Turf – Fall/winter 1 hour	$75.00
Half Turf – Summer 1 hour	$50.00
Broomball – flat fee	$50.00
Skate Sharpening – Same Day	$10.00
Skate Sharpening – Next Day	$8.00

Catering	
Hot Chocolate	$75.00/5 gallons
Admission	
Skate Rental	$4.00
Walker Rental	$7.00
Admission (3 – 65)	$6.00
Senior Admission (62+)	$5.00
Season Pass per person	$150.00 + sales tax
Programs	
Learn to Skate	
Snowplow	$80.00/session
Basic 1 – 6	$80.00/session
Hockey 1 – 4	$80.00/session
Specialty Classes	$80.00/session
Youth Hockey	
Start Smart Hockey	$80.00/session
6U Youth Hockey	$275.00/season

8U Youth Hockey	$275.00/season
10U, 12U, 14U Youth Hockey	$500.00/season
Adult Hockey	
Adult Skills Clinic	$200.00/session
Peaks Adult Hockey League – Season – per team	$3,200.00

PARKING PERMIT AREAS

Foothill Park Permit	$100.00
University Garden/North Foothills Permit	$100.00
Carterville Permit	$100.00

POLICE DEPARTMENT

Special Event Coverage	$100.00
False Alarms	
The first three false alarms per calendar year	No fee

Fourth response	$50.00
Fifth response	$75.00
Sixth or more responses	$100.00 each
Public school	$50.00
See *Administrative: Records and GRAMA Requests* for Police Department records-related fees.	
Pet Licensing	As per the South Utah Valley Animal Shelter

UTILITIES

TRANSPORTATION UTILITY FUND FEE

Rates through August 31, 2025.

Category	Fee per Month
Residential A – Single-Family	$3.68
Residential B – Multifamily	$2.21
Commercial A (< 100 Trip-Ends)	$9.98

Commercial B (100 – 199 Trip-Ends)	$26.36
Commercial C (200 – 599 Trip-Ends)	$79.28
Commercial D (600+ Trip-Ends)	$236.78
Public Use A (< 300 Trip-Ends)	$21.53
Public Use B (≥ 300 Trip-Ends)	$96.08

Rates through September 1, 2025

Category	**Fee per Month**
Residential A – Single-Family	$4.20
Residential B – Multifamily	$2.52
Commercial A (< 100 Trip-Ends)	$11.38
Commercial B (100 – 199 Trip-Ends)	$30.05
Commercial C (200 – 599 Trip-Ends)	$90.38
Commercial D (600+ Trip-Ends)	$269.93
Public Use A (< 300 Trip-Ends)	$24.54

Public Use B (≥ 300 Trip-Ends)	$109.53

Rates through September 1, 2026

Category	**Fee per Month**
Residential A – Single-Family	$4.78
Residential B – Multifamily	$2.87
Commercial A (< 100 Trip-Ends)	$12.97
Commercial B (100 – 199 Trip-Ends)	$34.26
Commercial C (200 – 599 Trip-Ends)	$103.03
Commercial D (600+ Trip-Ends)	$307.71
Public Use A (< 300 Trip-Ends)	$27.98
Public Use B (≥ 300 Trip-Ends)	$124.86

Rates through September 1, 2027

Category	Fee per Month
Residential A – Single-Family	$5.45
Residential B – Multifamily	$3.27
Commercial A (< 100 Trip-Ends)	$14.79

Commercial B (100 – 199 Trip-Ends)	$39.05
Commercial C (200 – 599 Trip-Ends)	$117.45
Commercial D (600+ Trip-Ends)	$350.79
Public Use A (< 300 Trip-Ends)	$31.90
Public Use B (≥ 300 Trip-Ends)	$142.34

CULINARY WATER

Customer Service Fees	
Residential Water Deposit	$100.00
Nonresidential Deposit	Use of greater of 2-month avg. or $100.00
Connect/Processing Fee	$20.00
Field Credit Fee	$40.00
After-Hours Connect Fee	$150.00
Reimbursement for Water Main Line Extensions	$150.00Per ln. ft.
Water Connection Fees – Meter Only	
Includes furnishing and setting the meter only.	

3/4"	$515.00
1"	$545.00
1 1/2"	$971.00
2"	$1,115.00
3"	$3,973.00
4"	$4,213.00
6"	$6,510.00
8"	$9,582.00
10"	$11,717.00
12"	$13,486.00
Fire Hydrant Meter Rental	$10.00per working day
Fire Hydrant Meter Deposit*	$2,000.00

*Damage to hydrant or hydrant meter by contractor will be deducted from the deposit.

Fire Hydrant No Read Penalty	$50.00 per missed read

Water User Fees

Note: Water services provided to non-Provo residents will be double the rates listed here.

Rates to become effective September 1, 2025.

Water Resources Director can make exemptions for customers who participate in urban farming.

RESIDENTIAL

Monthly Base Rates

METER SIZE	AMOUNT
3/4" OR SMALLER	$21.43
1"	$27.04
1.5"	$58.13
2"	$86.95
3"	$168.60
4"	$280.95
6"	$333.62
8"	$502.96

Residential Tier Volume Breaks
(in thousand gallons)

	3/4"	1"	1.5"	2"	3"	4"	6"	8"
TIER 1	0 - 10	0 - 15	0 - 50	0 - 120	0 - 175	0 - 250	0 - 700	0 – 1,000
TIER 2	10 - 55	15 - 100	50 - 250	120 - 525	175 – 1,200	250 – 2,000	700 – 4,000	1,000 – 6,400
TIER 3	>55	>100	>250	>525	>1,200	>2,000	>4,000	>6,400

NON-RESIDENTIAL

Monthly Base Rates

METER SIZE	AMOUNT
1" OR SMALLER	$27.04
1.5"	$58.13
2"	$86.95
3"	$168.60
4"	$280.95
6"	$333.62
8"	$502.96
10"	$668.99
12"	$1,086.26

Non-Residential Tier Volume Breaks
(in thousand gallons)

	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
TIER 1	0 - 25	0 - 75	0 - 150	0 - 175	0 - 250	0 - 700	0 – 1,000	0 – 1,150	0 – 2,150

TIER 2	25 - 250	75 - 500	150 – 2,000	175 – 2,500	250 – 3,000	700 – 4,000	1,000 – 7,500	1,150 – 11,500	2,150 – 21,500
TIER 3	>250	>500	>2,000	>2,500	>3,000	>4,000	>7,500	>11,500	>21,500

ALL CUSTOMERS

Tier Volume Costs
($/thousand gallons)

TIER 1	$1.37
TIER 2	$2.09
TIER 3	$2.81

Equipment Rates

Vac Truck and Operators	$400.00 per hour
Backflow Noncompliance Fee	$100.00 per assembly
Fire Hydrant With Backflow Meter Rental	$20.00 per day
Meter or Hydrant Tampering Fee 1st Offense	$300.00
Meter or Hydrant Tampering Fee 2nd+ Offense	$500.00
Cross-Connection Control Inspection Fee	$150.00 per inspection

ENERGY

ALL ENERGY RATES SCHEDULES CAN BE FOUND AT:
https://www.provo.gov/841/Utility-Rates-and-Fees

Customer Service Fees

Residential Electric Deposit	$100.00
Nonresidential Deposit	use greater of 2-month avg. or $100.00
Meter Reading Fee for AMI Opt-Out (If Eligible)	$10.00/month
Credit Reconnect	$40.00
Returned Check	as set by State Law
Connect/Processing Fee	$20.00
After-Hours Connect Fee	$75.00
Same Day Connect Fee	$75.00
Connect/Processing Fee (3-Phase Service)	$60.00
Credit Reconnect (3-Phase Service)	$150.00
Engineering Division Fees	
Temporary Hook-Up Fee	$300.00
Upgrade Overhead Connection Fee	$435.00
Upgrade Underground Connection Fee	$600.00
Demolition Service Removal	$200.00

Additional Hook-Up Inspections (beyond 2)	$50.00
Net Metering/Solar 100-200 Amp Residential	$375.00
Net Metering/Solar 200-400 Amp Commercial/Residential	$825.00
Meter Tampering Fee	
1st Offense	$100.00
2nd Offense	$250.00
Electric Facility Relocation Fee	Actual Costs
Master Metering Penalty Fee	$250.00
Aid to Construction Fees	Actual Costs
Banner Installation and Removal	$150.00
Each Additional Week	$50.00
Pole Attachment Fee	$15.00
Electric Vehicle Charging Rate	$0.13/kWh
Service Connection Fees	

Single-Phase Meters

Amperage	1 Meter Service	Multi-Metering 120/240 V cost
0 – 400	$1,240	+ $400/additional meter
401 – 1,000	$2,685	+ $400/additional meter
Three-Phase Meters		
Amperage	1 Meter Service	Multi-Metering 120/208 V cost
0 –400	$1,678	+ $750/additional meter
401+	$3,723	+ $750/additional meter

SANITATION

Curbside Residential Fees (per month for weekly service)

Garbage – No Recycling (No Yard Waste or Household Recycling)	$20.60
Garbage – With Recycling (Yard Waste and/or Household Recycling)	$18.60
Household Recycling	$8.25
Yard Waste Recycling (Billed March – November only)	$6.40

Return Service Fee	$10.00

Suspension of Residential Service

Standby charge of $1.00 per month to be paid during suspension

Roll-Off Disposal

Tipping Fee (in addition to hauling fee)	$44.00per ton
Delivery and First Hauling	$200.00
Each Additional Hauling	$100.00

Commercial Frontload Fees (per month for weekly service)

3 Yard Container	$37.00
4 Yard Container	$37.00
6 Yard Container	$74.80
8 Yard Container	$99.00

Other Charges

Truck and Crew	$200.00per hour
Disposal Charge of Waste	$50.00 per ton

Replacement of Damaged Can	$65.00
Fine for Trash in Yard Waste Can	$25.00
Sanitation Ordinance Violation	$25.00 per violation
Can Return Fee (Less Than One Year of Service)	$65.00

Compost

Drop-Off Fee (only noncommercial, Provo residents allowed)	$5.00 per load
Compost Purchase (residents)	$10.00per cubic yard
Compost Purchase (nonresidents)	$15.00per cubic yard

STORM WATER

See Stormwater Service District Fee Schedule.

WASTEWATER

Equipment Rates

Jetter Truck and operators	$400.00/hour
Closed Circuit TV Truck and operators	$400.00/hour
Permitted Pretreatment noncompliance fine	$500.00 per occurrence
Food Service Establishment and non-permitted industrial users Pretreatment noncompliance fine	$100.00 first violation $300.00 additional violations (per occurrence)

Wastewater Contribution Permit

Annual Fee	$200.00	per year

Other fees are based on time and materials

Hauled in Waste

Septage Waste	$60.00	per 1,000 gallons

Nonconnection to Available Sewer

Within 300 ft. of City Sewer	$21.20	per month

Wastewater Surcharge Fees

Biochemical Oxygen Demand	$0.27	per pound	
Suspended Solids	$0.23	per pound	
Oil or Grease	$0.28	per pound	
Standard Monitoring Fee	$50.00	per occurrence	To cover inspections cost.
Reimbursement for Sewer Main Line Extensions	$150.00	Per ln. ft.	

Note: Wastewater service provided to non-Provo residents will be double the rates listed here.

Monthly Residential Base Charge

Base Rate Single Unit – $21.20 per connection

Base Rate Multiple Units – $19.09 per unit

Monthly Nonresidential Base Charge

Meter Size	**Base Charge**
3/4"	$21.20
1"	$52.99
1.5"	$106.00

2"	$169.57
3"	$317.96
4"	$529.92
6"	$1,059.84
8"	$1,695.74

All Uses Commodity Charge – $5.81 per 1,000 gallons

(Am Res. 2008-26, Am Res. 2011-09, Am 2012-14, Am 2012-15, Am 2012-26, Am 2012-38, Am 2012-46, Am 2013-10, Am 2013-21, Am 2013-23, Am 2013-24, Am 2013-42, Am 2014-17, Am 2015-08, Am 2015-28, Am 2016-05, Am 2016-12, Am 2016-19, Am 2016-22, Am 2016-28, Am 2017-03, Am 2017-11, Am 2017-28, Am 2018-08, Am 2018-19, Am 2018-35, Am 2019-03, Am 2019-23, Am 2019-30, Am 2019-36, Am 2019-44, Am 2020-19, Am 2021-11, Am 2021-17, Am 2021-25, Am 2021-43, Am 2022-07, Am 2022-10, Am 2022-23, Am 2022-54, Am 2023-07, Am 2023-25, Am 2023-54, Am 2024-32)

The Provo City Code is current through Ordinance 2024-51, passed October 1, 2024.

Disclaimer: The city recorder has the official version of the Provo City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

City Website: www.provo.org
City Telephone: (801) 852-6000

Hosted by General Code.

Provo City

Business & Rental License Fee Cost of Service Analysis

ZIONS PUBLIC FINANCE, INC.

October 2025

Table of Contents

Table of Contents 1
Introduction 2
Methodology 2
Business License Fees 4
Current Fee Structure 4
Cost-of-Service Analysis 5
Disproportionate Analysis 10
Total Fee Calculation 14
Revenue Projections 16
Estimated Fee Revenue 16
Business License Fee Comparison 18
Rental Dwelling Licenses 23
Current Fees 23
Cost-of-Service Analysis 24
Disproportionate Analysis 25
Total Fee Calculation 27
Revenue Projections 28
Current Fee Revenue 28
Estimated Revenue 28
Brigham Young University Housing 29
Good Landlord Program Discounts 29
Administrative Costs 29
Appendix 31

DRAFT

Introduction

Zions Public Finance, Inc. (ZPFI) was asked to evaluate the current business & rental license fees for Provo City ("City") and recommend a revised fee structure that reflects the City's costs associated with providing these services to the community. Utah law allows municipalities to license businesses for the purpose of regulation and revenue. License fees may be considered based on the cost to the City for provisioning the license, disproportionate costs to provide municipal services, and for the provision of an enhanced level of municipal services to certain businesses or a selected area.

This analysis examines the base license fee and includes a disproportionate cost analysis to determine if any business or rental types have a greater impact on City services.

Methodology

ZPFI's approach to calculating costs was based on the following tasks and steps:

- Step 1: Review Department Budgets; Gather Initial Data Regarding Employees per Department and Labor Costs
- Step 2: Prepare Spreadsheet Template
- Step 3: Coordinate with City Staff on Direct Costs
- Step 4: Allocate Indirect and Overhead Costs
- Step 5: Calculate Total Cost Per Hour
- Step 6: Calculate Costs per Service
- Step 7: Geocode Police & Fire Calls for Service to Businesses/Rentals
- Step 8: Calculate Ratio of Business/Rental Calls for Service to Residential Calls for Service
- Step 9: Calculate Disproportionate Fee
- Step 10: Calculate total business/rental license fee

Step 1: Review Department Budgets; Gather Initial Data Regarding Employees per Department and Labor Costs
ZPFI first reviewed the budgets for business and rental licensing fees. This step identified overall labor costs, as well as the number of employees and employee positions in each department.

Step 2: Preparation of Spreadsheet Template
ZPFI created a financial model that allowed for City staff to enter the amount of time spent on each fee-related service, by employee position.

Step 3: Coordination with Departments on Direct Costs
From the information gathered from the various departments, ZPFI prepared a detailed spreadsheet that allowed for input regarding the actual time spent by various positions in providing each service. ZPFI then followed up to clarify data and resolve any potentially conflicting information.

Step 4: Allocation of Indirect and Overhead Costs

1. Indirect - Business License employee time not directly spent on fee-related services, but on activities such as meetings, training, etc.
2. Overhead - Certain City departments have overhead costs that need to be apportioned among all departments and fees.

Business/Rental License Indirect Cost Allocation. Costs are allocated for employee time spent on activities that are not directly license fee-related, such as training, meetings, etc. For example, an employee who provides fee-related services may also attend department meetings or training workshops. A portion of these indirect costs can be allocated to the unit costs associated with providing services for which fees are charged.

City Overhead Cost Allocation. There are also overhead costs associated with other City departments such as human resources, IT, attorney etc. The work done by these departments benefits every City employee and represents costs that those departments do not need to include in their direct budgets. These costs have also been allocated and added to the direct unit costs. The overhead costs that are allocated to all City departments are shown in the following Table 1.

TABLE 1: TOTAL OVERHEAD COSTS

Overhead Category	Cost
Municipal Council	$1,254,854
Legal	$2,113,064
General Services	$1,357,578
Mayor's Office	$2,237,865
Recorder Division	$220,677
Human Resource Division	$1,049,567
Finance Division	$1,272,548
Information Security Division	$5,568,126
Cybersecurity Division	$539,209
Total	**$15,613,488**

Source: Provo City FY2024 Budget

Total overhead costs for the City were divided between each full-time equivalent (FTE) employee to calculate an overhead cost per minute. As shown in the following Table 2, the overhead cost per FTE is $17,420 per FTE or $0.14 per minute.

TABLE 2: OVERHEAD COSTS PER HOUR

Description	Amount
Total Overhead Costs to Allocate	$15,613,488
Total City Employees (FTE)	969.8
Employees in Overhead Departments (FTE)	73.5
Employees for Cost Spread (FTE)	896.30
Cost per Employee per Year	$17,419.94
Cost per Employee per Hour	$8.37
Cost per Employee per Minute	**$0.14**

In addition to these overhead costs, the Customer Service department allocates a portion of the total department budget to responding to licensing related inquiries, outside of the license review process. A calculation is provided for the Customer Service department licensing allocation.

TABLE 3: CUSTOMER SERVICE DEPARTMENT - LICENSING ALLOCATION

Customer Service Call Center Budget	Percent of Licensing Related Calls	Allocable Amount	Cost per License
$1,226,975	4%	$49,079	$7.32

Step 5: Calculation of Total Cost per Hour
The indirect and overhead costs per hour are added to the direct cost per hour to identify the total costs per hour. These calculations will be detailed in the Cost-of-Service Analysis.

Step 6: Calculate Costs per Service
This step calculates the total cost per service by multiplying the time spent by the fully loaded cost per hour. These calculations will be detailed in the Cost-of-Service Analysis.

Step 7: Geocode Police & Fire Calls for Service to Businesses
ZPFI collected police and fire calls for service from the City for a period of one year and analyzed both the calls to residential units and business/rental locations. Calls for businesses and rentals were geocoded to business addresses to determine the calls for service to each business during one year.

Step 8: Calculate Ratio of Business/Rental Calls for Service to Residential Calls for Service
During this step, ZPFI calculated the base ratio of calls for service to residential locations and calculated the call ratios for each business or rental type. These were compared to the residential base ratio to determine any disproportionate impacts by a certain business or rental type.

Step 9: Calculate Disproportionate Fee
This step calculates any disproportionate fees by multiplying disproportionate business and rental ratios by the base police and fire cost per call.

Step 10: Calculate Total Business/Rental License Fee
This step calculates the total cost per service to the City, combining the base total cost with any disproportionate costs by business or rental type.

Business License Fees

Current Fee Structure

Current fees are pulled directly from the City's Fee Schedule. Based on discussions with the City, the existing fee structure (i.e., fee categories shown in Table 4 below) will be maintained in this analysis, except for the General Business license. Actual fees (costs), along with any disproportionate fees, will be updated as part of this study.

TABLE 4: CURRENT BUSINESS LICENSE FEE STRUCTURE

License Type	Current Fees	Renewal Fee
General Business (based on employee count)		
0 to 5	$125	
6 to 10	$175	
11 to 25	$300	
26 to 50	$425	
51 to 75	$550	
76 to 100	$675	
101+	$800	

License Type	Current Fees	Renewal Fee
	Home Based Business	
Home Business	$37	$17
Home Occupation / Major	$100	
Home Occupation / Day Care	$175	$155
	Beer License	
Class A	$350	
Class B	$450	
Class C	$550	
Class D	$300	
Class E	$550	
Class F	$450	
	Nonprofit Business	
Non-profit non-retail	$218	$159
Non-profit retail	$287	$228
	Misc Businesses/Licenses	
Christmas Tree Stand + permit fee	$309	
Firework Stand + permit fee	$384	
Chicken License	$20	
Solicitor	$76	
Temporary + permit fee	$318	
Towing	General business fee + $38 per truck	
Salon Chair	$28	
Special Event	$50	
Food truck	Same as general business license	
General Business + Food Est.		
	General Service Fees	
Late Fee (all licenses)	$25	
Name Change	$10	
Location Change	$25	

Source: Provo City

Cost-of-Service Analysis

Direct costs are incurred by those individuals who directly manage fee-related services. While the "average" time spent for similar services can vary depending on a variety of factors, this report is based on an "average" time spent per individual service, as shown in the Table 5 below, broken out by major category.[1]

Not every employee is required to review each application type. For purposes of clarity, employees who are not involved in reviews or approvals for a category of licenses have been removed from that category.

[1] Two employees, one in Customer Service and one in Parks, serve as backup reviewers and do not review every application. For this reason, their time is not counted as separate time but would be identical to the regular employee review in that department.

TABLE 5: MINUTES SPENT BY POSITION PER LICENSE – GENERAL BUSINESS

Employee/Department	0 to 5	6 to 10	11 to 25	26 to 50	51 to 75	76 to 100	101+
Customer Service	25	25	25	25	25	25	25
Police	20	20	20	20	20	20	20
Fire	90	90	90	90	90	90	90
Development Services	13	13	13	13	13	13	13
Development Services	25	25	25	25	25	25	25
Waste Water	30	40	50	60	70	80	90
Total	**203**	**213**	**223**	**233**	**243**	**253**	**263**
General Business License Average	**233 minutes**						

Source: Provo City

TABLE 6: MINUTES SPENT BY POSITION PER LICENSE – HOME BASED BUSINESS

Employee/Department	Home Business[2]	Home Occupation / Major	Home Occupation / Day Care
Customer Service	20	20	20
Police	0	30	30
Fire	60	60	90
Development Services	35	40	40
Waste Water	15	15	15
Total	**130**	**165**	**195**

Source: Provo City

TABLE 7: MINUTES SPENT BY POSITION PER LICENSE – BEER LICENSE

Employee/Department	Class A	Class B	Class C	Class D	Class E	Class F
Customer Service	20	20	20	20	20	20
Police	40	40	40	40	40	40
Development Services	25	25	25	25	25	25
Total	**85**	**85**	**85**	**85**	**85**	**85**

Source: Provo City

TABLE 8: MINUTES SPENT BY POSITION PER LICENSE – NONPROFIT BUSINESS

Employee/Department	Nonprofit non-retail	Nonprofit Retail
Customer Service	25	25
Police	20	20
Fire	90	90
Development Services	13	13
Development Services	25	25
Waste Water	30	30
Total	**203**	**203**

[2] Utah code prohibits a municipality from charging a fee to operate a home-based business, "unless the combined offsite impact of the home-based business and the primary residential use materially exceed the offsite impact of the primary residential use alone" or if a "home-based business owner who is otherwise exempt…requests a license from the municipality" - Utah Code Annotated § 10-1-203 (8)(a). The City currently does not charge for a home-based business license, but the costs associated with issuing these licenses is shown in this study, as a matter of information.

Source: Provo City

TABLE 9: MINUTES SPENT BY POSITION PER LICENSE – MISCELLANEOUS BUSINESSES/LICENSES

Dept.	Christmas Tree Stand	Firework Stand	Chicken License	Solicitor	Temporary	Towing	Salon Chair	Special Event	Food Truck	Food Est.*
Cust. Service	35	35	15	30	35	25	20	30	25	5
Police	0	0	0	0	5	0	0	45	0	0
Police	0	0	0	40	30	30	0	0	30	0
Fire	0	0	0	0	0	0	0	90	0	0
Fire	90	90	0	0	90	90	15	0	90	0
Dev. Services	0	0	0	0	20	0	0	5	0	15
Dev. Services	25	25	0	10	25	25	20	0	10	0
Parks	0	0	0	0	0	0	0	45	0	0
Sani.	30	30	0	0	30	0	0	20	0	0
Eng.	0	0	0	0	0	0	0	30	0	0
Eng.	0	0	0	0	0	0	0	20	0	0
Waste Water	0	0	0	0	15	0	15	0	30	60
Total	**180**	**180**	**15**	**80**	**250**	**170**	**70**	**285**	**185**	**80**

*Food Establishments will include the General Business License fee + the Food Establishment fee

Source: Provo City

TABLE 10: MINUTES SPENT BY POSITION PER LICENSE – GENERAL SERVICE FEES

Employee/Department	Late Fee	Name Change	Location Change
Customer Service	5	10	25
Police	0	0	20
Fire	0	0	90
Development Services	0	0	13
Development Services	0	0	25
Waste Water	0	0	30
Total	**5**	**10**	**203**

Source: Provo City

Based on information provided by the City, all new Customer Service representatives (CSR) receive 40 hours of training specific to licensing and permitting. All CSR will receive one-hour refresher training annually. All other department application reviewers will receive one hour of training on their specific assignment in the overall licensing approval process.

Based on this information, employees spend between approximately 0.05 percent and 1.92 percent of their time on training or meetings and an allocation of that time can be attributed to business licensing. The following Table 11 shows each employee's cost per hour for training.

TABLE 11: INDIRECT TRAINING COST PER HOUR

Employee/Department	Percent of Time	Training Cost per Hour
Customer Service*	1.92%	$1.35
Customer Service	1.92%	$0.91
Police	0.05%	$0.02
Police	0.05%	$0.02

Employee/Department	Percent of Time	Training Cost per Hour
Fire	0.05%	$0.04
Fire	0.05%	$0.04
Development Services	0.05%	$0.04
Development Services	0.05%	$0.02
Development Services	0.05%	$0.02
Parks	0.05%	$0.02
Parks*	0.05%	$0.04
Sanitation	0.05%	$0.04
Engineering	0.05%	$0.04
Engineering	0.05%	$0.03
Waste Water	0.05%	$0.03
*Employee serves as backup and is not included in the total cost calculations.		

Source: Provo City

It is also permissible to include the cost of conducting this cost-of-service analysis in the overall cost of the fees. Cost estimates assume the life of the study is 5 years and therefore the total cost of the study is divided by five and then divided by the total licenses completed within one year.

The study also includes the general overhead costs and the materials costs to determine the total cost for each employee involved with the fee-related services.

TABLE 12: TOTAL COSTS PER HOUR & MINUTE

Employee/Department	Wages + Benefits per Hour	Indirect Costs per Hour - Admin	Indirect Costs per Hour – Training	Supplies Cost per Hour	Total Cost per Hour	Total Cost per Minute
Customer Service*	$70.32	$0.14	$1.35	$1.00	**$72.81**	**$1.21**
Customer Service	$47.31	$0.14	$0.91	$1.00	**$49.35**	**$0.82**
Police	$47.34	$0.14	$0.02	$0.00	**$47.50**	**$0.79**
Police	$47.37	$0.14	$0.02	$0.00	**$47.53**	**$0.79**
Fire	$76.64	$0.14	$0.04	$0.00	**$76.82**	**$1.28**
Fire	$73.58	$0.14	$0.04	$0.00	**$73.75**	**$1.23**
Development Services	$79.22	$0.14	$0.04	$0.00	**$79.40**	**$1.32**
Development Services	$48.10	$0.14	$0.02	$0.00	**$48.26**	**$0.80**
Development Services	$41.21	$0.14	$0.02	$0.00	**$41.37**	**$0.69**
Parks	$39.51	$0.14	$0.02	$0.00	**$39.67**	**$0.66**
Parks*	$74.61	$0.14	$0.04	$0.00	**$74.79**	**$1.25**
Sanitation	$77.73	$0.14	$0.04	$0.00	**$77.91**	**$1.30**
Engineering	$80.88	$0.14	$0.04	$0.00	**$81.06**	**$1.35**
Engineering	$64.88	$0.14	$0.03	$0.00	**$65.05**	**$1.08**
Waste Water	$60.00	$0.14	$0.03	$0.00	**$60.17**	**$1.00**

There are two costs that are charged per license, which are added to each license type.

TABLE 13: PER LICENSE COSTS

Category	Per License Fee

Study Cost	$0.60
Customer Service Cost	$7.32
Total	**$7.91**

The cost per minute for each employee is then multiplied by the time spent per service, by each employee, arriving at the total calculated fee per license type. State code directs that this is the maximum fee a municipality may charge for its business license fee.

TABLE 14: TOTAL COST PER UNIT – BUSINESS LICENSES

License Type	Current Fees	Calculated Fee
General Business (based on employee count)		
0 to 5	$125	$222.35
6 to 10	$175	$232.38
11 to 25	$300	$242.41
26 to 50	$425	$252.43
51 to 75	$550	$262.46
76 to 100	$675	$272.49
101+	$800	$282.52
Home Based Business		
Home Business	$37	$141.31[3]
Home Occupation / Major	$100	$169.10
Home Occupation / Day Care	$175	$205.98
Beer License		
Class A	$350	$76.16
Class B	$450	$76.16
Class C	$550	$76.16
Class D	$300	$76.16
Class E	$550	$76.16
Class F	$450	$76.16
Nonprofit Business		
Non-profit non-retail	$218	$222.35
Non-profit retail	$287	$222.35
Misc Businesses/Licenses		
Christmas Tree Stand + permit fee	$309	$206.40
Firework Stand + permit fee	$384	$206.40
Chicken License	$20	$20.25
Solicitor	$76	$72.32
Temporary + permit fee	$318	$275.63
Towing	General business fee + $38 per truck	$182.98
Salon Chair	$28	$73.93
Special Event	$50	$307.99
Food truck	Same as general business license	$201.00

[3] Although no license fee will be charged for Home Businesses that do not have an impact, the City could charge this amount, if able.

License Type	Current Fees	Calculated Fee
General Business + Food Est.		$92.04
General Service Fees		
Late Fee (all licenses)	$25	$12.02
Name Change	$10	$16.14
Location Change	$25	$222.35

Currently, the City charges different fees to general businesses based on the number of employees that business has. This methodology does not account for the actual impact a given business has on the City. Due to this, it is recommended that the City standardize the base license fee for general businesses and then add on disproportionate fees based on a business's sub-category. This more accurately reflects a businesses impact on the City and allows the City to recapture those costs through the business licensing process. By averaging the calculated base fee for the General Business license category, this would result in a maximum base fee of **$252.43**.

Additionally, beer licenses are charged different fees based on class. There is not a demonstrative difference in the time taken to process these licenses and it is recommended that all classes be categorized together. If there are additional regulatory costs associated with different beer license classes, those costs should be identified to allow for different costs.

Disproportionate Analysis

In addition to the costs of service to process licenses, there is a recognition that certain business types may have a disproportionate impact on the City. This is calculated using police and fire calls for service to each business location throughout the City.

Total Calls for Service

A total of 11,156 non-traffic related police calls were received in the City and 7,111 non-traffic related fire calls. These calls are then geocoded in a GIS database to determine which of these calls were associated with businesses, rentals, or single-family residences in the City. The following Table 15 shows the calls for each service type that can be mapped to a physical location. For both police and fire calls, there are numerous calls that, because of the listed incident addresses, cannot be accurately associated with any of the categories and cannot be counted in the analysis.

TABLE 15: POLICE & FIRE CALLS FOR SERVICE

Category	Calls for Service
Police	
Single Family Residential	4,090
Business	2,642
Rental	1,277
BYU	3
Fire	
Single Family Residential	2,195
Business	1,655
Rental	1,283
BYU	399

Cost per Call

To calculate a cost per call, the Police Department and Fire Department budgets are divided out to the total calls for service. However, only a portion of each department's time is spent directly responding to calls as opposed to administrative duties, general patrol, or other duties. To account for this, only a proportion of the budget, equal to the percentage of time spent responding to calls, is used to calculate the cost per call. This information was measured by the Police and Fire Department based on the calls that were responded to. Thus, the cost per call is as follows:

TABLE 16: CALCULATED COST PER CALL

Department	Percent of Time Responding to Calls	Cost per Call
Police Department	20%	$410.51
Fire Department	20%	$379.44

Disproportionate Costs – Businesses

To determine disproportionate costs, extreme outliers are removed from licensing categories to avoid skewing the data. Then, the average number of calls per business is calculated. By subtracting the base residential ratio, we can identify categories with higher or lower call volumes compared to the average residential unit. Businesses with a final call ratio of 0.00 or below indicates no greater impact than the average residential unit and are not assessed a disproportionate fee. Conversely, business subcategories with a final call ratio above 0.00 show a disproportionate impact and can be assessed a disproportionate fee.

TABLE 17: COMMERICAL BUSINESS CALL RATIOS WITH DISPROPORTIONATE IMPACT

License Subcategory	Total Business	Police Calls per Business	Fire Calls per Business	Police Final Call Ratio	Fire Final Call Ratio
Accommodation and Food Services	298	1.18	0.59	0.89	0.44
Administrative and Support and Waste Management and Remediation Services	103	0.13	0.04	(0.16)	(0.12)
Agriculture, Forestry, Fishing and Hunting	12	0.08	0.08	(0.20)	(0.07)
Air Transportation	11	0.55	0.00	0.26	0.00
Apparel Manufacturing	10	0.70	0.30	0.41	0.15
Arts, Entertainment, and Recreation	63	0.67	0.34	0.38	0.18
Beverage and Tobacco Product Manufacturing	1	0.00	0.00	(0.29)	(0.15)
Building Material and Garden Equipment and Supplies Dealers	9	0.75	0.56	0.46	0.40
Chemical Manufacturing	2	0.00	0.00	(0.29)	(0.15)
Clothing and Clothing Accessories Stores	67	0.30	0.09	0.01	(0.07)
Computer and Electronic Product Manufacturing	1	0.00	0.00	(0.29)	(0.15)
Construction	142	0.09	0.08	(0.20)	(0.08)
Couriers and Messengers	2	0.00	0.00	(0.29)	(0.15)
Educational Services	44	0.25	0.36	(0.04)	0.21
Electronics and Appliance Stores	8	0.25	0.00	(0.04)	(0.15)
Fabricated Metal Product Manufacturing	31	0.32	0.26	0.03	0.10

License Subcategory	Total Business	Police Calls per Business	Fire Calls per Business	Police Final Call Ratio	Fire Final Call Ratio
Finance and Insurance	84	0.44	0.12	0.15	(0.04)
Food and Beverage Stores	32	1.89	1.40	1.60	1.25
Food Manufacturing	38	0.13	0.05	(0.16)	(0.10)
Furniture and Home Furnishings Stores	3	0.00	0.00	(0.29)	(0.15)
Furniture and Related Product Manufacturing	5	0.00	0.00	(0.29)	(0.15)
Gasoline Stations with Alcohol License	14	3.89	2.50	3.60	2.35
Gasoline Stations without Alcohol License	1	2.00	1.00	1.71	0.85
General Merchandise Stores	20	0.63	0.58	0.34	0.42
Health and Personal Care Stores	29	0.48	0.03	0.19	(0.12)
Health Care and Social Assistance	332	0.30	0.28	0.01	0.12
Impound	11	0.00	0.09	(0.29)	(0.06)
Information	46	0.20	0.04	(0.09)	(0.11)
Insurance	3	0.00	0.00	(0.29)	(0.15)
Machinery Manufacturing	9	0.00	0.00	(0.29)	(0.15)
Management of Companies and Enterprises	2	0.00	0.00	(0.29)	(0.15)
Mining, Quarrying, and Oil and Gas Extraction	1	0.00	0.00	(0.29)	(0.15)
Miscellaneous	58	0.82	0.52	0.53	0.36
Miscellaneous Manufacturing	15	0.60	0.13	0.31	(0.02)
Miscellaneous Store Retailers	98	0.25	0.05	(0.04)	(0.10)
Motor Vehicle and Parts Dealers	76	0.55	0.17	0.26	0.02
Nonmetallic Mineral Product Manufacturing	3	0.00	0.67	(0.29)	0.51
Nonstore Retailers	29	0.14	0.17	(0.15)	0.02
Other Services	309	0.24	0.12	(0.05)	(0.04)
Printing and Related Support Activities	6	0.00	0.17	(0.29)	0.01
Professional, Scientific, and Technical Services	202	0.24	0.10	(0.04)	(0.05)
Real Estate and Rental and Leasing	129	0.40	0.13	0.11	(0.03)
Rentals	4	0.00	0.00	(0.29)	(0.15)
Sporting Goods, Hobby, Musical Instrument, and Book Stores	28	0.11	0.04	(0.18)	(0.12)
Support Activities for Transportation	44	0.36	0.09	0.08	(0.06)
Temporary	11	0.09	0.00	(0.20)	(0.15)
Transit and Ground Passenger Transportation	3	0.33	0.00	0.05	(0.15)
Transportation Equipment Manufacturing	3	0.00	0.00	(0.29)	(0.15)
Truck Transportation	1	0.00	0.00	(0.29)	(0.15)
Warehousing and Storage	11	0.10	0.09	(0.19)	(0.06)

DRAFT

License Subcategory	Total Business	Police Calls per Business	Fire Calls per Business	Police Final Call Ratio	Fire Final Call Ratio
Wholesale Trade	53	0.45	0.06	0.16	(0.10)
Wood Product Manufacturing	3	0.33	0.00	0.05	(0.15)

To calculate the final disproportionate cost, each category is multiplied by the cost per call. Only license subcategories with a disproportionate impact on police or fire calls are included in Table 18 below, while all license subcategories are listed in the appendix.

TABLE 18: CALCULATED DISPROPORTIONATE FEE – BUSINESS LICENSE

License Subcategory	Police Cost	Fire Cost	Total Cost
Accommodation and Food Services	$365.71	$166.36	$532.07
Air Transportation	$105.61	$0.00	$105.61
Apparel Manufacturing	$169.05	$55.15	$224.20
Arts, Entertainment, and Recreation	$155.37	$69.83	$225.20
Building Material and Garden Equipment and Supplies Dealers	$189.58	$152.11	$341.69
Clothing and Clothing Accessories Stores	$6.09	$0.00	$6.09
Educational Services	$0.00	$79.29	$79.29
Fabricated Metal Product Manufacturing	$14.12	$39.23	$53.35
Finance and Insurance	$61.92	$0.00	$61.92
Food and Beverage Stores	$658.73	$472.53	$1,131.26
Gasoline Stations with Alcohol License	$1,478.13	$889.91	$2,368.04
Gasoline Stations without Alcohol License	$702.72	$320.75	$1,023.47
General Merchandise Stores	$140.96	$160.99	$301.95
Health and Personal Care Stores	$79.87	$0.00	$79.87
Health Care and Social Assistance	$4.72	$46.52	$51.24
Miscellaneous	$218.90	$137.81	$356.71
Miscellaneous Manufacturing	$128.00	$0.00	$128.00
Motor Vehicle and Parts Dealers	$106.11	$6.22	$112.33
Nonmetallic Mineral Product Manufacturing	$0.00	$194.27	$194.27
Nonstore Retailers	$0.00	$6.73	$6.73
Printing and Related Support Activities	$0.00	$4.55	$4.55
Real Estate and Rental and Leasing	$45.26	$0.00	$45.26
Support Activities for Transportation	$30.97	$0.00	$30.97
Transit and Ground Passenger Transportation	$18.53	$0.00	$18.53
Wholesale Trade	$67.59	$0.00	$67.59
Wood Product Manufacturing	$18.53	$0.00	$18.53

Total Fee Calculation

The final business license fee is calculated by adding in the base license cost, with any disproportionate fees based on the type of business. These figures show the actual cost of services to the City. The City's legislative body may determine to adopt fees lower than the

calculated amounts but may not exceed the calculated amounts. Not every license would have disproportionate costs added to it and would therefore only be charged the base license fee.

TABLE 19: TOTAL BUSINESS LICENSE FEE CALCUATION

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost
Accommodation and Food Services	$252.43	$532.07	$784.50
Administrative and Support and Waste Management and Remediation Services	$252.43	$0.00	$252.43
Agriculture, Forestry, Fishing and Hunting	$252.43	$0.00	$252.43
Air Transportation	$252.43	$105.61	$358.04
Apparel Manufacturing	$252.43	$224.20	$476.63
Arts, Entertainment, and Recreation	$252.43	$225.20	$477.63
Beverage and Tobacco Product Manufacturing	$252.43	$0.00	$252.43
Building Material and Garden Equipment and Supplies Dealers	$252.43	$341.69	$594.12
Chemical Manufacturing	$252.43	$0.00	$252.43
Clothing and Clothing Accessories Stores	$252.43	$6.09	$258.52
Computer and Electronic Product Manufacturing	$252.43	$0.00	$252.43
Construction	$252.43	$0.00	$252.43
Couriers and Messengers	$252.43	$0.00	$252.43
Educational Services	$252.43	$79.29	$331.72
Electronics and Appliance Stores	$252.43	$0.00	$252.43
Fabricated Metal Product Manufacturing	$252.43	$53.35	$305.78
Finance and Insurance	$252.43	$61.92	$314.35
Food and Beverage Stores	$252.43	$1,131.26	$1,383.69
Food Manufacturing	$252.43	$0.00	$252.43
Furniture and Home Furnishings Stores	$252.43	$0.00	$252.43
Furniture and Related Product Manufacturing	$252.43	$0.00	$252.43
Gasoline Stations with Alcohol License	$252.43	$2,368.04	$2,620.47
Gasoline Stations without Alcohol License	$252.43	$1,023.47	$1,275.90
General Merchandise Stores	$252.43	$301.95	$554.38
Health and Personal Care Stores	$252.43	$79.87	$332.30
Health Care and Social Assistance	$252.43	$51.24	$303.67
Impound	$252.43	$0.00	$252.43
Information	$252.43	$0.00	$252.43
Insurance	$252.43	$0.00	$252.43
Machinery Manufacturing	$252.43	$0.00	$252.43
Management of Companies and Enterprises	$252.43	$0.00	$252.43
Mining, Quarrying, and Oil and Gas Extraction	$252.43	$0.00	$252.43
Miscellaneous	$252.43	$356.71	$609.14
Miscellaneous Manufacturing	$252.43	$128.00	$380.43
Miscellaneous Store Retailers	$252.43	$0.00	$252.43
Motor Vehicle and Parts Dealers	$252.43	$112.33	$364.76
Nonmetallic Mineral Product Manufacturing	$252.43	$194.27	$446.70
Nonstore Retailers	$252.43	$6.73	$259.16

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost
Other Services	$252.43	$0.00	$252.43
Printing and Related Support Activities	$252.43	$4.55	$256.98
Professional, Scientific, and Technical Services	$252.43	$0.00	$252.43
Real Estate and Rental and Leasing	$252.43	$45.26	$297.69
Rentals	$252.43	$0.00	$252.43
Sporting Goods, Hobby, Musical Instrument, and Book Stores	$252.43	$0.00	$252.43
Support Activities for Transportation	$252.43	$30.97	$283.40
Temporary	$252.43	$0.00	$252.43
Transit and Ground Passenger Transportation	$252.43	$18.53	$270.96
Transportation Equipment Manufacturing	$252.43	$0.00	$252.43
Truck Transportation	$252.43	$0.00	$252.43
Warehousing and Storage	$252.43	$0.00	$252.43
Wholesale Trade	$252.43	$67.59	$320.02
Wood Product Manufacturing	$252.43	$18.53	$270.96

Revenue Projections

Current Business License Revenue

The estimated annual Business License Fee revenue based on the current fee structure, with no changes to the fee structure is $505,202.

Estimated Fee Revenue

Taking the licenses in operation in 2023, the estimated annual Business License Fee revenue, if only the proposed base fee was adopted, would have been $640,693.20. However, if both the proposed base fee and the disproportionate fee were adopted, the estimated revenue would increase to $968,872.95.

TABLE 20: BLF - ESTIMATED ANNUAL REVENUE FOR BASE FEE ONLY AND BASE AND DISPROPORTIONATE FEE

License Category	License Subcategory	Base Fee Annual Revenue	Disproportionate & Base Fee Annual Revenue
Alcohol License	N/A	$4,569.60	$4,569.60
General Business	Accommodation and Food Services	$75,224.14	$233,781.00
	Administrative and Support and Waste Management and Remediation Services	$26,000.29	$26,000.29
	Agriculture, Forestry, Fishing and Hunting	$3,029.16	$3,029.16
	Air Transportation	$2,776.73	$3,938.44
	Apparel Manufacturing	$2,524.30	$4,766.30
	Arts, Entertainment, and Recreation	$15,903.09	$30,091.32

License Category	License Subcategory	Base Fee Annual Revenue	Disproportionate & Base Fee Annual Revenue
	Beverage and Tobacco Product Manufacturing	$252.43	$252.43
	Building Material and Garden Equipment and Supplies Dealers	$2,271.87	$5,347.08
	Chemical Manufacturing	$504.86	$504.86
	Clothing and Clothing Accessories Stores	$16,912.81	$17,321.51
	Computer and Electronic Product Manufacturing	$252.43	$252.43
	Construction	$35,845.06	$35,845.06
	Couriers and Messengers	$504.86	$504.86
	Educational Services	$11,106.92	$14,596.12
	Electronics and Appliance Stores	$2,019.44	$2,019.44
	Fabricated Metal Product Manufacturing	$7,825.33	$9,479.18
	Finance and Insurance	$21,204.12	$26,405.40
	Food and Beverage Stores	$8,077.76	$44,278.08
	Food Manufacturing	$9,592.34	$9,592.34
	Furniture and Home Furnishings Stores	$757.29	$757.29
	Furniture and Related Product Manufacturing	$1,262.15	$1,262.15
	Gasoline Stations with Alcohol License	$3,534.02	$36,686.58
	Gasoline Stations without Alcohol License	$252.43	$1,275.90
	General Merchandise Stores	$5,048.60	$11,087.80
	Health and Personal Care Stores	$7,320.47	$9,636.99
	Health Care and Social Assistance	$83,806.76	$100,818.44
	Impound	$2,776.73	$2,776.73
	Information	$11,611.78	$11,611.78
	Insurance	$757.29	$757.29
	Machinery Manufacturing	$2,271.87	$2,271.87
	Management of Companies and Enterprises	$504.86	$504.86

DRAFT

License Category	License Subcategory	Base Fee Annual Revenue	Disproportionate & Base Fee Annual Revenue
	Mining, Quarrying, and Oil and Gas Extraction	$252.43	$252.43
	Miscellaneous	$14,640.94	$35,330.12
	Miscellaneous Manufacturing	$3,786.45	$5,706.45
	Miscellaneous Store Retailers	$24,738.14	$24,738.14
	Motor Vehicle and Parts Dealers	$19,184.68	$27,721.76
	Nonmetallic Mineral Product Manufacturing	$757.29	$1,340.13
	Non-store Retailers	$7,320.47	$7,515.93
	Other Services	$78,000.87	$78,000.87
	Printing and Related Support Activities	$1,514.58	$1,541.94
	Professional, Scientific, and Technical Services	$50,990.86	$50,990.86
	Real Estate and Rental and Leasing	$32,563.47	$38,402.01
	Rentals	$1,009.72	$1,009.72
	Sporting Goods, Hobby, Musical Instrument, and Book Stores	$7,068.04	$7,068.04
	Support Activities for Transportation	$11,106.92	$12,469.60
	Temporary	$2,776.73	$2,776.73
	Transit and Ground Passenger Transportation	$757.29	$812.88
	Transportation Equipment Manufacturing	$757.29	$757.29
	Truck Transportation	$252.43	$252.43
	Warehousing and Storage	$2,776.73	$2,776.73
	Wholesale Trade	$13,378.79	$16,961.06
	Wood Product Manufacturing	$757.29	$812.88
	Total Annual Revenue	**$640,693.20**	**$968,872.95**

Business License Fee Comparison

Business license fees, like other fees or rates, are difficult to compare between different cities. This is due to differences in how licenses are processed and issued, different service level provision, or similar elements. Despite this, it can be instructive to make some comparisons if recommended fees are significantly out of alignment. Business license fees for Vineyard, Lehi,

Springville, American Fork, and Orem. Out of these comparable cities, only Orem currently uses a similar rate structure with a base license fee combined with a disproportionate fee. The comparable license fees are listed in the following tables.

TABLE 21: VINEYARD BUSINESS LICENSE FEES

License Category	Approved License Fee
Home Occupation (exceeds residential impact)	$50.00
Home Occupation (no impact)	$0.00
RDL (initial)	$100.00
RDL (renewal)	$50.00
Industrial Manufacturing/Distribution	$250.00
Restaurant/Food	$190.00
Food Truck Fee (per truck)	$25.00
Retail	$215.00
Service Related	$150.00
License Renewal (all but Alcohol & Towing/Parking Enforcement)	$25.00
Alcohol & Towing/Parking Renewal Fee	Same as initial
Solicitor	$30.00
Itinerant Merchant	$50.00
Itinerant Merchant Refundable Deposit	$300.00
Towing/Parking Enforcement Certificate	$50.00
Class A-D Beer License	$400.00
Class E Beer License	$400.00
Class A or B Liquor License	$300.00
Class C Liquor License	$300.00

Source: Vineyard City

TABLE 22: LEHI BUSINESS LICENSE FEES

License Category	Approved License Fee
General Business License	$140.00
Temporary Business License	$100.00
Seasonal Business License	$100.00
Mobile Food Vendor	$100.00
Beer License	$175.00
Liquor License	$320.00

Source: Lehi City

TABLE 23: SPRINGVILLE BUSINESS LICENSE FEES

License Category	Approved License Fee
Standard License - New	$351.00
Standard License - Renewal	$60.00
Hotel/Motel - New	$396.00
Hotel/Motel - Renewal	$30.00
Pawnbroker - New	$383.00
Pawnbroker - Renewal	$30.00
Mechanical Amusement Device (Plus $16 Per device/yr. Cap $350)	$49.00
On-Premise Beer Retailer	$129.00

DRAFT

License Category	Approved License Fee
On Premise Beer Retailer Renewal	$30.00
Off-Premise Beer Retailer	$600.00
On Premise Beer Retailer Renewal	$30.00
Bar Establishment	$300.00
Beer Only Restaurant	$300.00
Full-Service Restaurant	$300.00
Limited-Service Restaurant	$300.00
Master Full-Service Restaurant	$300.00
Master Limited-Service Restaurant	$300.00
Master Off-Premises Beer Retailer	$600.00
On-Premise Banquet	$300.00
Reception Center	$300.00
Resort License	$300.00
Tavern	$300.00
Fireworks License - Outdoor Stand	$256.00
Fireworks License - In-store	$97.00
Itinerant Merchant	$198.00
1 Year Permit-Residential Solicitation	$56.00
Food Truck	$36.00
Food Truck Renewal	$17.00
Sexually Oriented Business	$1,000.00
Entertainer and Escort Fee	$500.00
Industrial	$366.00
Industrial Renewal	$75.00
General Retail - Under 15,000 Square Feet	$366.00
General Retail - Under 15,000 Square Feet Renewal	$30.00
General Retail - 15,001 to 60,000 Square Feet	$366.00
General Retail - 15,001 to 60,000 Square Feet Renewal	$30.00
General Retail - 60,001 to 120,000 Square Feet	$366.00
General Retail - 60,001 to 120,000 Square Feet Renewal	$30.00
General Retail - 120,001 to 200,000 Square Feet	$366.00
General Retail - 120,001 to 200,000 Square Feet Renewal	$30.00
General Retail - Over 200,000 Square Feet	$366.00
General Retail - Over 200,000 Square Feet Renewal	$30.00
Alcohol License "Local Consent" application fee	$14.00
Home Office	$38.00
Home Occupation	$96.00
Home Occupation Renewal	$25.00
Short Term Rental Business License	$72.00
Short Term Rental Renewal	$21.00

Source: Springville City

TABLE 24: AMERICAN FORK BUSINESS LICENSE FEES

License Category	Approved License Fee

DRAFT

Annual Business License Processing Fee (commercial, home occupations with impacts)	$40.00
New Home Occupation Application Fee - No impacts, No certificate of license	$0.00
New Home Occupation Application Fee - No impacts, certificate of license needed	$10.00
New Home Occupation Application Fee - with impact and certificate of license	$40.00
New Commercial Application Business License Fee	$60.00
New Commercial Business License Fire Inspection Fee (Initial Inspection)	$125.00
Penalty Fee (assessed if business is open prior to obtaining license)	$100.00
Late fee for late renewals	$50.00
Change of Location Fee (plus annual processing fee)	$125.00
Name Change Fee	$10.00
Alcohol/Beer License Fee	$300.00
Amusement Device Fee (per machine, maximum of $200)	$25.00
Short-Term Rental Business License	$80.00
Initial Landlord Permit Fee	$50.00
Annual Landlord Permit Fee - Renewal	$25.00
Temporary Business License (Up to 10 consecutive days)	$200.00
Seasonal Business License (up to 4 months)	$300.00
Solicitor Fees (individual)	$15.00
Mobile Vendor (excluding food trucks)	$325.00
Fingerprinting for Mobile Vendor	$25.00
Food Truck Vendors Annual Processing Fee (If already licensed in another city with current fire inspection)	$40.00
Food Truck Vendors - per company (if a business license is needed) (Plus Processing Fee)	$60.00
Food Truck Vendors - per company (if a business license is needed) Fire Inspection Fee	$100.00

Source: American Fork City

TABLE 25: OREM BUSINESS LICENSE FEES

License Category	Approved License Fee
Base License Fees	
Commercial Business License – Base Fee – New Businesses	$210.00
Commercial Business License – Renewal Fee	$85.00
Street Lighting Fee - Annual - New or Renewed Commercial Business License	$31.32
Commercial Inspection	$105.00
Home Occupation Inspection (if required)	$105.00
Home Occupation License – Base Fee (includes setup fee) – Fee is generally waived	$110.00
Home Occupation License – Renewal Fee - Fee is generally waived	$60.00
Solicitor Badge Fee	$10.00
Solicitor License	$59.00
Disproportionate Fees	
Automotive Service	$110.00

License Category	Approved License Fee
Banking and Consumer Finance	$315.00
Convenience Stores	$1,000.00
Electronics and Appliances	$80.00
Entertainment	$480.00
Equipment Supply and Rental	$90.00
Fast Food and Take-out Food Products	$350.00
Fitness and Recreation	$45.00
Grocery and Food Supply	$225.00
Group and Treatment Homes	$485.00
Hospital	$7,500.00
Industrial-Manufacturing, Distribution, Skilled Labor	$29.00
Medical	$210.00
Personal Services	$80.00
Restaurants	$425.00
Retail Sales 1-10,000 sf	$110.00
Retail Sales 10,001-25,000	$190.00
Retail Sales 25,001-50,000	$330.00
Retail Sales 50,000+	$3,500.00
Business, Professional, and Contracted Services	$36.00
Assisted Living, Small (per unit/room)	$17.00
Assisted Living, Large (per unit/room)	$23.00
Lodging (per unit/room)	$5.00
Storage Units (per unit/room)	$0.50

Source: Orem City

To help with comparison, it is helpful to look at what it could cost for a specific business to operate in multiple cities. Due to the comparable fee structure, this will be done between Orem and Provo.

TABLE 26: SELECTED BUSINESS CATEGORY COMPARISONS

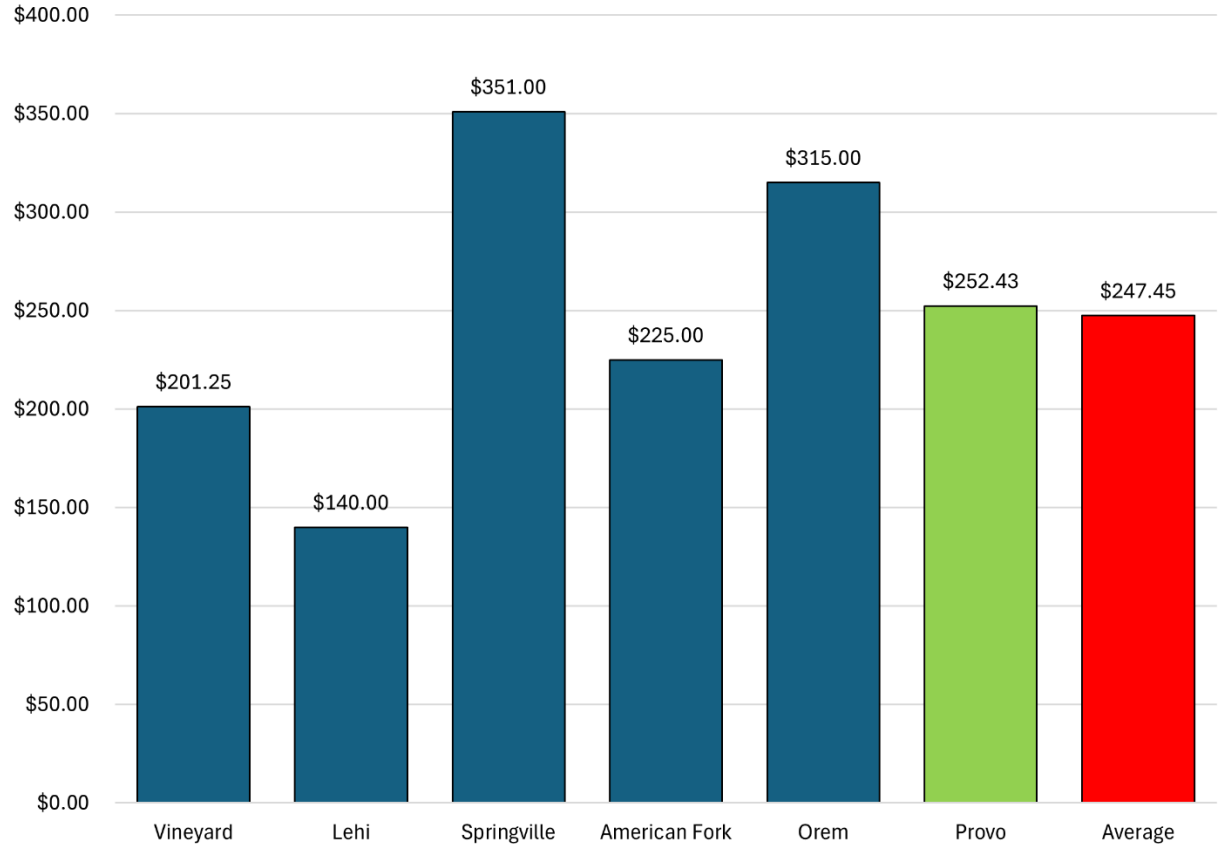
Business Type	Total Orem Fee	Total Provo Fee	Difference
Gas Station	$1,315.00	$1,695.76[4]	$380.76
Professional Services	$351.00	$252.43	($98.57)
Industrial	$344.00	$290.25[5]	($53.75)
Mid-box General Retail	$645.00	$554.38	($90.62)
Restaurant	$740.00	$784.50	$44.50

With these selected business categories, there are times when the fees for each city are comparatively more affordable than the other, but neither is always more affordable nor more expensive.

[4] Average of Gas Stations with Alcohol License and Gas Stations without Alcohol License
[5] Average of all manufacturing, warehousing, distribution, and similar industrial businesses

Among the six total cities, the average business license base fee for a commercial business is $247.45.[6] The calculated base fee for Provo City sits slightly above the total average for the comparison group.

FIGURE 1: AVERAGE BUSINESS LICENSE BASE FEE



Source: ZPFI, Vineyard City, Lehi City, Springville City, American Fork City, Orem City

Rental Dwelling Licenses

In addition to the costs for businesses, a municipality is authorized to charge a rental dwelling license fee. This can include the costs of issuing a license, along with a disproportionate rental fee, which Utah code defines as "a fee adopted by a municipality to recover its disproportionate costs of providing municipal services to residential rental units compared to similarly-situated owner-occupied housing."[7]

This study identifies the base license costs and examines the costs to provide police and fire services to rental housing compared to owner-occupied housing.

Current Fees

The City currently has three categories of rental licenses within its Consolidated Fee Schedule.

[6] Several cities break out license processing fees and inspection fees separately, which have been combined to calculate this average.
[7] Utah Code Annotated § 10-1-203.5 (1)(b)

TABLE 27: CURRENT RENTAL LICENSE FEE STRUCTURE

License Type	Current Fees
Extra Living Space (elderly)	$50
Rental Dwelling License	$20
Rental Dwelling license MU	$60

Source: Provo City

Cost-of-Service Analysis

Direct costs are incurred by those individuals who directly manage fee-related services. While the "average" time spent for similar services can vary depending on a variety of factors, this report is based on an "average" time spent per individual service, as shown in the table below, broken out by major category.[8]

TABLE 28: MINUTES SPENT BY POSITION PER LICENSE – RENTAL LICENSE

Employee/Department	Rental Dwelling	Rental Dwelling MU	Extra Living Space
Customer Service	20	30	20
Development Services	90	30	20
Total	**110**	**60**	**40**

In addition to the base rental license review time, Rental Dwelling MU licenses require the following additional review time per unit.

TABLE 29: ADDITIONAL PER UNIT REVIEW

Department	Additional Review Time per Unit
Development Services	45
Development Services	5
Fire	15
Police	15

The same costs per minute are calculated for each employee that participates in the rental dwelling license review process.

TABLE 30: TOTAL COSTS PER HOUR & MINUTE

Employee/Department	Wages + Benefits per Hour	Indirect Costs per Hour - Admin	Indirect Costs per Hour – Training	Supplies Cost per Hour	Total Cost per Hour	Total Cost per Minute
Customer Service*	$70.32	$0.14	$1.35	$1.00	**$72.81**	**$1.21**
Customer Service	$47.31	$0.14	$0.91	$1.00	**$49.35**	**$0.82**

[8] Two employees, one in Customer Service and one in Parks, serve as backup reviewers and do not review every application. For this reason, their time is not counted as separate time but would be identical to the regular employee review in that department.

Employee/Department	Wages + Benefits per Hour	Indirect Costs per Hour - Admin	Indirect Costs per Hour – Training	Supplies Cost per Hour	Total Cost per Hour	Total Cost per Minute
Police	$47.34	$0.14	$0.02	$0.00	**$47.50**	**$0.79**
Police	$47.37	$0.14	$0.02	$0.00	**$47.53**	**$0.79**
Fire	$76.64	$0.14	$0.04	$0.00	**$76.82**	**$1.28**
Fire	$73.58	$0.14	$0.04	$0.00	**$73.75**	**$1.23**
Development Services	$79.22	$0.14	$0.04	$0.00	**$79.40**	**$1.32**
Development Services	$48.10	$0.14	$0.02	$0.00	**$48.26**	**$0.80**
Development Services	$41.21	$0.14	$0.02	$0.00	**$41.37**	**$0.69**
Parks	$39.51	$0.14	$0.02	$0.00	**$39.67**	**$0.66**
Parks*	$74.61	$0.14	$0.04	$0.00	**$74.79**	**$1.25**
Sanitation	$77.73	$0.14	$0.04	$0.00	**$77.91**	**$1.30**
Engineering	$80.88	$0.14	$0.04	$0.00	**$81.06**	**$1.35**
Engineering	$64.88	$0.14	$0.03	$0.00	**$65.05**	**$1.08**
Waste Water	$60.00	$0.14	$0.03	$0.00	**$60.17**	**$1.00**

There are two costs that are charged per license, which are added to each license type.

TABLE 31: PER LICENSE COSTS

Category	Per License Fee
Study Cost	$0.60
Customer Service Cost	$7.32
Total	**$7.91**

The following table shows the total calculated fee for each type of rental dwelling license.

TABLE 32: TOTAL COST PER UNIT - RENTAL DWELLING LICENSES

License Type	Current Fees	Calculated Fee
Extra Living Space (elderly)	$50	$38.15
Rental Dwelling License	$20	$86.42
Rental Dwelling license MU	$60	$53.27 + $67.96/unit

Disproportionate Analysis

In addition to the costs of service to process licenses, there is a recognition that certain rental types may have a disproportionate impact on the City. This is calculated using police and fire calls for service to each rental location throughout the City.

Total Calls for Service

A total of 11,156 non-traffic related police calls were received in the City and 7,111 non-traffic related fire calls. These calls are then geocoded in a GIS database to determine which of these calls were associated with businesses, rentals, or single-family residences in the City. The following table shows the calls for each service type that can be mapped to a physical location. For both police and fire calls, there are numerous calls that, because of the listed incident addresses, cannot be accurately associated with any of the categories and cannot be counted in the analysis.

TABLE 33: POLICE & FIRE CALLS FOR SERVICE

Category	Calls for Service
Police	
Single Family Residential	4,090
Business	2,642
Rental	1,277
BYU	3
Fire	
Single Family Residential	2,195
Business	1,655
Rental	1,283
BYU	399

Cost per Call

To calculate a cost per call, the Police Department and Fire Department budgets are divided out to the total calls for service. However, only a portion of each department's time is spent directly responding to calls as opposed to administrative duties, general patrol, or other duties. To account for this, only a proportion of the budget, equal to the percentage of time spent responding to calls, is used to calculate the cost per call. This information was measured by the Police and Fire Department based on the calls that were responded to. Thus, the cost per call is as follows:

TABLE 34: CALCULATED COST PER CALL

Department	Percent of Time Responding to Calls	Cost per Call
Police Department	20%	$410.51
Fire Department	20%	$379.44

Source: Provo City, ZPFI

Disproportionate Costs – Rentals

The disproportionate cost is determined by removing extreme outliers from licensing categories to not skew the data. After this, the ratio of average calls per business is calculated. The base residential ratio is subtracted to identify any categories that have greater, or lower, calls than the average residential unit. Rental dwellings with a final call ratio that is 0.00 or below demonstrate that their impact is not greater than the average residential unit and therefore would not be assessed a disproportionate fee.

TABLE 35: RENTAL DWELLING CALL RATIOS

Type	Police Calls per Rental	Fire Calls per Rental	Police Final Call Ratio	Fire Final Call Ratio
Single Family	0.16	0.14	(0.13)	(0.02)
Accessory Apartment (Attached)	0.13	0.20	(0.15)	0.05
Accessory Apartment (Detached)	0.00	0.00	(0.29)	(0.15)
Elderly Persons Extra Living Space	0.50	0.19	0.21	0.04
Condo	0.30	0.45	0.01	0.30
Townhome	0.13	0.13	(0.16)	(0.02)
Duplex	0.20	0.14	(0.09)	(0.01)

Type	Police Calls per Rental	Fire Calls per Rental	Police Final Call Ratio	Fire Final Call Ratio
Mobile Home Park	1.08	0.76	0.79	0.61
Multi Family (units 2-4)	0.46	0.69	0.18	0.53
Multi Family (5 units and above)	0.95	1.35	0.66	1.20

To calculate the final disproportionate cost, each category is multiplied by the cost per call.

TABLE 36: CALCULATED DISPROPORTIONATE FEE – RENTAL DWELLING LICENSE

License Subcategory	Police Cost	Fire Cost	Total Cost
Single Family	$0.00	$0.00	$0.00
Accessory Apartment (Attached)	$0.00	$17.93	$17.93
Accessory Apartment (Detached)	$0.00	$0.00	$0.00
Elderly Persons Extra Living Space	$86.95	$15.09	$102.04
Condo	$5.70	$113.25	$118.95
Townhome	$0.00	$0.00	$0.00
Duplex	$0.00	$0.00	$0.00
Mobile Home Park	$325.05	$229.69	$554.73
Multi Family (units 2-4)	$72.57	$202.33	$274.90
Multi Family (5 units and above)	$271.68	$453.56	$725.24

Total Fee Calculation

The final rental dwelling license fee is calculated by adding in the base license cost, with any disproportionate fees based on the type of rental dwelling. These figures show the actual cost of services to the City. The City's legislative body may determine to adopt fees lower than the calculated amounts but may not exceed the calculated amounts. Not every license would have disproportionate costs added to it and would therefore only be charged the base license fee.

TABLE 37: TOTAL RENTAL DWELLING LICENSE FEE CALCULATION

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost
Single Family	$86.42	$0.00	$86.42
Accessory Apartment (Attached)	$86.42	$17.93	$104.35
Accessory Apartment (Detached)	$86.42	$0.00	$86.42
Elderly Persons Extra Living Space	$38.15	$102.04	$140.19
Condo	$86.42	$118.95	$205.37
Townhome	$86.42	$0.00	$86.42
Duplex	$86.42	$0.00	$86.42
Mobile Home Park	$86.42	$554.73	$641.15
Multi Family (units 2-4)	$53.27	$274.90	$328.17 $67.96/unit
Multi Family (5 units and above)	$53.27	$725.24	$778.51 + $67.96/unit

State code prohibits municipalities from charging a disproportionate fee on "exempt businesses" which are defined as rentals of "a residential unit within a single structure that contains no more than four residential units, and one unit occupied by the owner."[9] The City will need to monitor this to ensure that no rental dwellings are erroneously charged this fee.

Revenue Projections

Current Fee Revenue

The estimated annual Rental Dwelling License revenue based on the current fee structure, with no changes, is $121,030. This estimate is based on Rental Dwelling License data provided by the City, although the exact amount may vary from this estimate due to how licenses are categorized currently.

TABLE 38: CURRENT RENTAL DWELLING LICENSE FEE STRUCTURE

License Type	Current Fees
Extra Living Space (elderly)	$50
Rental Dwelling License	$20
Rental Dwelling license MU	$60

Source: Provo City, ZPFI

Estimated Revenue

The estimated Rental Dwelling License Fee annual revenue, if only the proposed base fee was adopted, would be $545,142. However, if both the proposed base fee and the disproportionate fee were adopted, the estimated revenue would increase to $822,716. This estimate is based on best efforts to identify unit types and counts for all active rental dwelling licenses.[10]

TABLE 39: RDL - ESTIMATED ANNUAL REVENUE FOR BASE FEE ONLY AND BASE AND DISPROPORTIONATE FEE

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost	Estimated Revenue Base Fee & Disproportionate Cost	Estimated Revenue Base Fee Only
Single Family	$86.42	$0.00	$86.42	$108,111	$108,111
Accessory Apartment (Attached)	$86.42	$17.93	$104.35	$12,000	$9,938
Accessory Apartment (Detached)	$86.42	$0.00	$86.42	$86	$86
Elderly Persons Extra Living Space	$38.15	$102.04	$140.19	$3,875	$1,030
Condo	$86.42	$118.95	$205.37	$119,132	$50,124
Townhome	$86.42	$0.00	$86.42	$8,123	$8,123
Duplex	$86.42	$0.00	$86.42	$54,272	$54,272
Mobile Home Park	$86.42	$554.73	$641.15	$3,206	$432

[9] Utah Code Annotated § 10-1-203.5 (1)(d)

[10] Unit types were identified through direct licensing data, GIS mapping of units, the Utah County Assessor's Database, and the Utah Housing Unit Inventory. This multi-faceted approach allowed for housing units to be correctly categorized by their characteristics.

License Subcategory	Total Base Fee	Total Disproportionate Cost	Total Cost	Estimated Revenue Base Fee & Disproportionate Cost	Estimated Revenue Base Fee Only
Multi Family (units 2-4)	$53.27	$274.90	$328.17 $67.96/unit	$30,759	$6,018
Multi Family (5 units and above)	$53.27	$725.24	$778.51 + $67.96/unit	$483,241	$307,008
Total				**$822,716**	**$545,142**

Source: Provo City, ZPFI

Brigham Young University Housing

Brigham Young University (BYU), located in the City, plays a significant role in shaping the local housing landscape through its extensive university-owned housing initiatives. BYU directly owns and manages a variety of residential units from individual dorms to condo/apartment style housing. Currently, BYU maintains its own housing guidelines, conducts its own monitoring and inspections, and has campus police who respond to most on campus issues. For these reasons, the City provides minimal direct services to these units that would be connected to a rental dwelling license. At this time, the City dill not impose licensing requirements or fees on these units owned and managed by BYU.

Good Landlord Program Discounts

State code directs that for a municipality to adopt a new disproportionate rental fee, it must provide for a disproportionate rental fee reduction.[11] This is done with the provision of a Good Landlord Program (GLP). The Goodland Lord Program is a rental license incentive program that is intended to educate landlords on management strategies to prevent crime, maintain equity, and promote compatibility with surrounding neighborhoods. Participation in a GLP is intended to help lower the disproportionate impact of a given rental unit, thereby reducing the costs to the City.

Currently, there is no mandated amount of a fee reduction under State code and the offered amount would be determined at the discretion of the City's legislative body.

Administrative Costs

In terms of administrative costs to the City, the GLP is generally a third-party initiative that minimally impacts the City's administrative time while placing the larger compliance burden on landlords. However, any administrative costs in addition to and above base rental dwelling license fee costs already included in the base fee, such as certification processing, enforcement, and inspection, could be added prior to implementing the fee or after program evaluation.

Administrative best practices often include incorporating program sign up within the rental license application to reduce administrative costs.[12] The cost of compliance is primarily borne by the landlord, who attends a regular class or training session every two to three years and within 30-60 days of receiving an approved license. Different third-party options can be found through the Rental Housing Association of Utah[13] or The Good Landlord.[14] Most, if not all, cities use a third-

[11] Utah Code Annotated § 10-1-203.5 (7)(b)
[12] Examples of Good Land Lord Program applications: South Salt Lake Good Landlord Application.pdf, Good-Landlord-Application- , Rental-App-GL-ADU.pdf
[13] Good Landlord - Rental Housing Association of Utah
[14] The Good Landlord

party resource rather than tailoring or creating their own program. Finally, most GLP are included in the city code.

Although many administrative costs are borne by the landlord and GLP provided, there will likely be additional costs to the City if the City implements the disproportionate fee for rentals and the GLP. This additional costs to the licensing process include additional staff, training time, enforcement, and software costs. This study does not account for these costs in calculations as the program is not currently in place and costs are not known. However, the City can update this study and its license fees in the future to more accurately reflect the additional costs that it will incur as a result of implementing a Good Landlord Program.

DRAFT

Appendix

TABLE 43: CALCULATED DISPROPORTIONATE FEE – BUSINESS LICENSE

License Subcategory	Police Cost	Fire Cost	Total Cost
Accommodation and Food Services	$365.71	$166.36	$532.07
Administrative and Support and Waste Management and Remediation Services	$0.00	$0.00	$0.00
Agriculture, Forestry, Fishing and Hunting	$0.00	$0.00	$0.00
Air Transportation	$105.61	$0.00	$105.61
Apparel Manufacturing	$169.05	$55.15	$224.20
Arts, Entertainment, and Recreation	$155.37	$69.83	$225.20
Beverage and Tobacco Product Manufacturing	$0.00	$0.00	$0.00
Building Material and Garden Equipment and Supplies Dealers	$189.58	$152.11	$341.69
Chemical Manufacturing	$0.00	$0.00	$0.00
Clothing and Clothing Accessories Stores	$6.09	$0.00	$6.09
Computer and Electronic Product Manufacturing	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Couriers and Messengers	$0.00	$0.00	$0.00
Educational Services	$0.00	$79.29	$79.29
Electronics and Appliance Stores	$0.00	$0.00	$0.00
Fabricated Metal Product Manufacturing	$14.12	$39.23	$53.35
Finance and Insurance	$61.92	$0.00	$61.92
Food and Beverage Stores	$658.73	$472.53	$1,131.26
Food Manufacturing	$0.00	$0.00	$0.00
Furniture and Home Furnishings Stores	$0.00	$0.00	$0.00
Furniture and Related Product Manufacturing	$0.00	$0.00	$0.00
Gasoline Stations	$1,478.13	$889.91	$2,368.04
General Merchandise Stores	$702.72	$320.75	$1,023.47
Health and Personal Care Stores	$140.96	$160.99	$301.95
Health Care and Social Assistance	$79.87	$0.00	$79.87
Impound	$4.72	$46.52	$51.24
Information	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Machinery Manufacturing	$0.00	$0.00	$0.00
Management of Companies and Enterprises	$0.00	$0.00	$0.00
Mining, Quarrying, and Oil and Gas Extraction	$0.00	$0.00	$0.00
Miscellaneous	$0.00	$0.00	$0.00
Miscellaneous Manufacturing	$218.90	$137.81	$356.71
Miscellaneous Store Retailers	$128.00	$0.00	$128.00
Motor Vehicle and Parts Dealers	$0.00	$0.00	$0.00
Nonmetallic Mineral Product Manufacturing	$106.11	$6.22	$112.33
Nonstore Retailers	$0.00	$194.27	$194.27
Other Services	$0.00	$6.73	$6.73
Printing and Related Support Activities	$0.00	$0.00	$0.00
Professional, Scientific, and Technical Services	$0.00	$4.55	$4.55
Real Estate and Rental and Leasing	$0.00	$0.00	$0.00

DRAFT

License Subcategory	Police Cost	Fire Cost	Total Cost
Rentals	$45.26	$0.00	$45.26
Sporting Goods, Hobby, Musical Instrument, and Book Stores	$0.00	$0.00	$0.00
Support Activities for Transportation	$0.00	$0.00	$0.00
Temporary	$30.97	$0.00	$30.97
Transit and Ground Passenger Transportation	$0.00	$0.00	$0.00
Transportation Equipment Manufacturing	$18.53	$0.00	$18.53
Truck Transportation	$0.00	$0.00	$0.00
Warehousing and Storage	$0.00	$0.00	$0.00
Wholesale Trade	$0.00	$0.00	$0.00
Wood Product Manufacturing	$67.59	$0.00	$67.59

DRAFT

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	KZARBOCK
Presenter:	Kelsey Zarbock, Budget Officer
Department:	Finance
Requested Meeting Date:	12-16-2025
Requested Presentation Duration:	10 min
CityView or Issue File Number:	25-106

SUBJECT: 15 A resolution approving the transfer of up to $500,000 from Provo City's Disaster Recovery Fund to the Stormwater Service District for the fiscal year ending June 30, 2026. (25-106)

RECOMMENDATION: Staff recommends the Council approve a transfer of up to $500,000 from the disaster recovery fund to the stormwater fund to cover the costs of the Buckley Draw disaster mitigation efforts.

BACKGROUND: On August 17, 2025, the Buckley Fire started and burned actively until August 23. On August 27, 2025, Buckley Draw experienced a major rain event, resulting in approximately .8' of rain in 30 minutes directly onto the burn scar. The result was a major debris flow which filled the Buckley Draw channel with approximately 15 acre-feet of debris, creating a peril to the safety of persons and property within Provo City. In response, the Mayor issued an emergency declaration, which, under State Code 53-2a-605 allows the City to access savings in Provo's disaster recovery fund to pay for mitigation efforts. This agenda item will effectively transfer disaster recovery funds to the Stormwater fund, to pay for costs related to the disaster.

The intent is to bring this item to the December 16th, 2025 Council meeting. Because the Stormwater Fund resides in the Stormwater Service District, there will be two resolutions: 1) a resolution for the Provo City Council to review that would transfer disaster recovery funds to the Stormwater Service District; 2) a resolution for the Stormwater Service District board to review that would appropriate the transferred money from Provo City in the Stormwater fund.

FISCAL IMPACT: up to $500,000

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Safe City

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING THE TRANSFER OF UP TO $500,000 FROM PROVO CITY'S DISASTER RECOVERY FUND TO THE STORMWATER SERVICE DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2026. (25-106)

RECITALS:

It is proposed that up to $500,000 be transferred from Provo City's Disaster Recovery Fund to the Stormwater Service District for flooding mitigation related to the Buckley Draw burn scar;

Money in the Disaster Recovery Fund can be utilized when the Mayor or Governor declare a disaster, which the Mayor did on October 9, 2025, in response to the flooding;

On December 16, 2025, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

A transfer of up to $500,000 from the Disaster Recovery Fund to the Stormwater Service District is authorized.

PART II:

This resolution takes effect immediately.

ADMINISTRATIVE SERVICES
TEL 801 852 6504
351 W CENTER ST
PO BOX 1849
PROVO, UT 84603

NOTICE OF PUBLIC HEARINGS BEFORE THE PROVO CITY MUNICIPAL COUNCIL AND PROVO CITY STORMWATER SERVICE DISTRICT GOVERNING BOARD

Notice is hereby given that the Municipal Council of the City of Provo, Utah, and the Provo City Stormwater Service District Governing Board will hold public hearings on the following items during the meeting that will take place on Tuesday, December 16th, 2025 at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah. Anyone interested is invited to attend.

The Provo City Council will consider a transfer of up to $500,000 from the disaster recovery fund to the stormwater fund to cover the costs of the Buckley Draw disaster mitigation efforts.

The Provo City Stormwater Service District Governing Board will consider an appropriation of up to $500,000 to cover the costs of the Buckley Draw disaster mitigation efforts. The funding source of the appropriation is money saved in Provo City's disaster recovery fund.

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meeting virtually may do so via Zoom. To join the Zoom meeting, visit zoom.us/join and enter Meeting ID 862 9180 2501 and Passcode 212896. To listen or comment via phone, dial **346-248-7799**, enter Meeting ID 862 9180 2501and press **#**. Press **#** again for participant ID. Once connected, press ***9** to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

October 9, 2025

EMERGENCY DECLARATION
BY THE MAYOR OF PROVO CITY, UTAH

1. Utah Code Section 53-2a-208 grants the authority to declare a local emergency when conditions exist that threaten the safety, health, and welfare of the public;

2. On August 17, 2025, the Buckley Fire started and burned actively until August 23. On August 27, 2025, Buckley Draw experienced a major rain event, resulting in approximately .8" of rain in 30 minutes directly onto the burn scar. The result of these acts of nature was a major debris flow which filled the Buckley Draw channel with approximately 15 acre-feet of debris. Further, this combination of events has resulted in mudslides causing damage to property in Provo and significant risks of loss or injury to human life. Buckley Draw continues to be susceptible to major rain events until the burn scar is fully healed, a process expected to take 3 years. The material from the first debris flow in the channel significantly diminishes the holding capacity of the debris channel and creates a continuing significant threat to the safety, health, and welfare of the public should significant rain events occur;

3. These described conditions constitute a peril to the safety of persons and property within Provo City, necessitating immediate action to assist in preventing or mitigating loss of life, injury, and damage to property;

NOW, THEREFORE, I, Michelle Kaufusi, Mayor of Provo City, Utah, by virtue of the authority vested in me under Utah Code Section 53-2a-208, do hereby declare:

A local emergency exists in Provo City due to acts of nature, including the burn scar and debris within the Buckley Draw channel, which collectively have resulted in mudslides and the risk of future mudslides until the burn scar is healed and the draw channel returned to a fully functional state.

All City Departments and Agencies are authorized and directed to use all available resources, and take all necessary actions to address this emergency, to perform immediate infrastructure maintenance work, and to assist in protecting life and property.

Tel: 801 852 6100
445 W CENTER STREET
PROVO, UT 84601

This declaration takes effect immediately and remains in effect for 30 days, unless lawfully ended by the Mayor or City Council, or extended by resolution of the Provo City Council.

So Ordered:

Michelle Kaufusi
Mayor, Provo City, Utah

Attest:

Heidi Allman
City Recorder

Tel: 801 852 6100
445 W CENTER STREET
PROVO, UT 84601

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	KZARBOCK
Presenter:	Kelsey Zarbock, Budget Officer
Department:	Finance
Requested Meeting Date:	12-16-2025
Requested Presentation Duration:	5 min
CityView or Issue File Number:	25-106

SUBJECT: 16 A resolution appropriating up to $500,000 in the Stormwater Fund for flood mitigation efforts for the fiscal year ending June 30, 2026. (25-106)

RECOMMENDATION: Staff recommends the Council approve an appropriation of up to $500,000 in the stormwater fund to cover the costs of the Buckley Draw disaster mitigation efforts.

BACKGROUND: On August 17, 2025, the Buckley Fire started and burned actively until August 23. On August 27, 2025, Buckley Draw experienced a major rain event, resulting in approximately .8' of rain in 30 minutes directly onto the burn scar. The result was a major debris flow which filled the Buckley Draw channel with approximately 15 acre-feet of debris, creating a peril to the safety of persons and property within Provo City. In response, the Mayor issued an emergency declaration, which, under State Code 53-2a-605 allows the City to access savings in Provo's disaster recovery fund to pay for mitigation efforts. This agenda item will effectively transfer disaster recovery funds to the Stormwater fund, to pay for costs related to the disaster.

The intent is to bring this item to the December 16th, 2025 Council meeting. Because the Stormwater Fund resides in the Stormwater Service District, there will be two resolutions: 1) a resolution for the Provo City Council to review that would transfer disaster recovery funds to the Stormwater Service District; 2) a resolution for the Stormwater Service District board to review that would appropriate the transferred money from Provo City in the Stormwater fund.

FISCAL IMPACT: up to $500,000

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Safe City

RESOLUTION <<Document Number>>

A RESOLUTION APPROPRIATING UP TO $500,000 IN THE STORMWATER FUND FOR FLOOD MITIGATION EFFORTS FOR THE FISCAL YEAR ENDING JUNE 30, 2026. (25-106)

RECITALS:

It is proposed that up to $500,000 be appropriated in the Stormwater fund for flooding mitigation related to the Buckley Draw burn scar;

The funding source for the appropriation is money from Provo City's Disaster Recovery fund;

On December 16, 2025, the Stormwater Service District Board met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Board's consideration; and

After considering the facts presented to the Board, the Board finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the residents of the District.

THEREFORE, the Stormwater Service District Board resolves as follows:

PART I:

An appropriation of up to $500,0000 in the Stormwater Fund is authorized.

PART II:

This resolution takes effect immediately.

ADMINISTRATIVE SERVICES
TEL 801 852 6504
351 W CENTER ST
PO BOX 1849
PROVO, UT 84603

NOTICE OF PUBLIC HEARINGS BEFORE THE PROVO CITY MUNICIPAL COUNCIL AND PROVO CITY STORMWATER SERVICE DISTRICT GOVERNING BOARD

Notice is hereby given that the Municipal Council of the City of Provo, Utah, and the Provo City Stormwater Service District Governing Board will hold public hearings on the following items during the meeting that will take place on Tuesday, December 16th, 2025 at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah. Anyone interested is invited to attend.

The Provo City Council will consider a transfer of up to $500,000 from the disaster recovery fund to the stormwater fund to cover the costs of the Buckley Draw disaster mitigation efforts.

The Provo City Stormwater Service District Governing Board will consider an appropriation of up to $500,000 to cover the costs of the Buckley Draw disaster mitigation efforts. The funding source of the appropriation is money saved in Provo City's disaster recovery fund.

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meeting virtually may do so via Zoom. To join the Zoom meeting, visit zoom.us/join and enter Meeting ID 862 9180 2501 and Passcode 212896. To listen or comment via phone, dial **346-248-7799**, enter Meeting ID 862 9180 2501and press **#**. Press **#** again for participant ID. Once connected, press ***9** to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: AARDMORE
Presenter: Bill Peperone, Director of Development Services
Department: Development Services
Requested Meeting Date: 12-16-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: 25-115

SUBJECT: 17 A resolution approving a development agreement for real property, generally located at 3200 W Bulldog Lane, between the Provo City Redevelopment Agency and Nilson Homes. (25-115)

RECOMMENDATION: Accompanying the development agreement is the quit claim deed to be executed from the Redevelopment Agency to Nilson Homes, LLC.

BACKGROUND: This is associated with the Delta Subdivision and rezone which was approved by City Council resolution 2025-23. The Utah Community Land Trust will own the land for the 34 workforce units and are a party to the development agreement.

FISCAL IMPACT: The RDA would be contributing the land to Nilson Homes in exchange for 34 workforce housing units.

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
(a) Public purpose for the amendment in question.
Staff Response: The public purpose for the amendment is to provide additional housing with a variety of price points; while providing some owner-occupied, workforce housing.
(b) Confirmation that the public purpose is best served by the amendment in question.
Staff Response: This amendment would enable the city to move forward with a quality development that meets the above stated purpose.
(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.
Staff Response: Chapter Three of the General Plan lists goals to “encourage healthy and balanced neighborhoods” and “encourage the development of various types of housing inventory” within the city. Staff believe the proposed amendment and concept will help the city to meet these goals. Additionally, this plan is an example of how to “identify key locations where attainable housing is needed and consider utilizing best practices such as deed restrictions and HUD programs to provide below market-rate housing” as stated in goal 2d of Chapter Four.
(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.
Staff Response: There is not a timing and sequencing provision related to this request.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.
Staff Response: Staff have not found any part of the General Plan policies that this zone request would hinder or obstruct from being obtained.
(f) Adverse impacts on adjacent landowners.
Staff Response: The addition of new homes in an established neighborhood with great access to Bulldog Lane with connection to Lakeview Parkway should not create an adverse impact on any adjacent landowner. Driveway access will be limited for most of the homes along Bulldog Lane, easing any potential traffic conflicts with High School traffic.
(g) Verification of correctness in the original zoning or General Plan for the area in question.
Staff Response: Staff have verified the zoning and General Plan are correct.
(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.
Staff Response: No such conflict exists.

In addition to the Provo City Code criteria above, the General Plan identifies specific criteria related to residential rezone requests, as follows: (staff response in bold)
• Would the rezone promote one of the top 3 housing strategies?
o Promote a mix of home types, sizes, and price points? Yes, the variety of home plans will provide a mix of housing types, sizes, and price points.
o Support zoning to promote ADUs and infill development? Yes, this rezone would permit ADUs.
o Recognize the value of single-family neighborhoods? Yes, the concept should fit in well with the other single-family homes in the area.

• Are utilities and streets currently within 300 feet of the property proposed for rezone? Currently, sewer is farther than 300 feet away, but it will be extended to the site in 2026 as a capital improvement project. Other utilities are available.

• Would the rezone exclude land that is currently being used for agricultural use? The land associated with this request is not being used for agricultural purposes and is zoned OSPR and R1.20.

• Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transport stops or stations? No, the closest UTA route (833) has a stop at 2915 West Center Street; which is approximately 1.5 miles away.

• Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? No, the development plan for the site respects designated wetlands as open space.

• Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? If so, is the applicant willing to guarantee use of a TDM in

relation to the property to reduce the need for on-street parking? No, the plan meets city requirements for off-street parking, which takes into account visitor parking.

- Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? All housing units will be for sale. The workforce units must be owner-occupied in perpetuity.

- Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI? No. Fifty percent of the homes will be sold in the 80-120% AMI range, which is workforce housing. The remaining fifty percent will be sold at market rates which are anticipated to start at approximately $600,000.

RDA RESOLUTION <<Document Number>>

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR REAL PROPERTY, GENERALLY LOCATED AT 3200 W BULLDOG LANE, BETWEEN THE PROVO CITY REDEVELOPMENT AGENCY AND NILSON HOMES. (25-115)

RECITALS:

It is proposed that the Governing Board of the Redevelopment Agency of Provo City (the Agency Governing Board) approves a development agreement for real property, generally located at 3200 W Bulldog Lane, a draft of which is attached as Exhibit A (and an executed copy of which will be attached as Exhibit B after execution);

On December 16, 2025, the Agency Governing Board met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Board's consideration; and

After considering the facts presented to the Agency Governing Board, the Board finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Agency Governing Board resolves as follows:

PART I:

The Mayor is authorized to negotiate and execute a development agreement substantially similar in form to the draft attached as Exhibit A.

PART II:

This resolution takes effect immediately.

EXHIBIT A

When recorded mail deed and tax notice to:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

Tax I.D. Nos. 19:044:0055, 19:044:0054, 19:044:0051

DEVELOPMENT AGREEMENT
FOR
Delta Vista Subdivision

(3200 W Bulldog Lane)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 20__ ("**Effective Date**"), by and between the City of Provo, a Utah municipal corporation ("**City**"), Provo City Redevelopment Agency ("**RDA**"), a body politic of the State of Utah, the Utah Community Land Trust ("**UCLT**"), a body politic of the state of Utah, and Nilson Homes, LLC, a Utah limited liability company ("**Developer**"). The City, RDA, and Developer are hereinafter collectively referred to as "**Parties**."

RECITALS

A. City has recently transferred to RDA, and RDA is the owner of approximately 11.13 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference ("**Property**").

B. On September 23, 2025, the City Council approved Resolution 2025-23 adopting the R1.6 (PD) zoning classification on the Property ("**Zoning Designation**"). City adopted the Zoning Designation in anticipation of this Agreement, and based on the Concept Plan set forth on EXHIBIT B ("**Concept Plan**"), attached hereto and incorporated herein by reference. The Concept Plan governs the anticipated development and use of the Property ("**Project**").

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Zoning Designation be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code, §10-20-101(2).

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) this Agreement, including the Concept Plan, and (ii) the requirements of the R1.6 (PD) Zone, to the extent that such requirements in the Zoning Designation are not modified by this Agreement. In the event of a conflict, this Agreement governs.

3. Governing Standards. The Concept Plan, the Zoning Designation, and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. Any material deviation from the Concept Plan will require amendment of the Concept Plan. "**Material Deviation**" shall mean an increase in the number of units, uses in the Project, affordable housing designations, or public facilities. Other

deviations from the Concept Plan shall not be considered Material Deviations and may be approved by City planning staff without amendment to this Agreement or to the Concept Plan.

PROPERTY OWNERSHIP & DEVELOPMENT

4. RDA as Co-Applicant. The RDA, as owner of the Property, shall be Co-Applicant for development applications in the Project.

5. Transfer to Developer. The RDA, as landowner, shall transfer the Property, along with all improvements and entitlement thereon, to Developer at no cost, immediately upon Developer's request for such transfer. The parties acknowledge that the consideration for this Agreement includes, but is not limited to, the following mutual undertakings: the Seller's consideration is its agreement to transfer the Property to the RDA in exchange for Developer's commitments set forth herein; and in consideration of the RDA's transfer of the Property to Developer pursuant to this Section, Developer agrees to diligently perform and complete all obligations under this Agreement, including the construction and completion of all Units and improvements in accordance with the terms and provisions contained herein.

PROJECT AND UNIT DESIGN

6. Unit Types. The Parties anticipate that the Project shall include a total of 68 residential units, consisting of multiple Unit types. At least half of the Units in the Project shall be deed restricted units, restricting ownership to City-approved workforce owners as described below ("**Workforce Units**"), and the remainder of the Units shall be designated as unrestricted single-family market price units ("**Market Units**"). Market Units and Workforce Units are together known as "**Units**."

7. Phasing. Phasing and delivery of Units shall be proposed by Developer in order to meet current market and absorption needs, as determined in Developer's judgement, subject to reasonable approval by City.

8. Utilities. The Parties agree that, as of the Effective Date, utilities are readily available at the boundary of the Property, with the exception of the sewer utility. The City will construct a sewer manhole in or adjacent to the intersection of Bulldog and Lakeview Parkway in the fall of 2026, as shown on the Sewer Infrastructure plans attached hereto as EXHIBIT C. Developer shall connect to this manhole at Developer's expense, and extend the sewer line from this manhole through the Project, at Developer's expense, to the lateral adjacent to Unit 46. The City shall pay the cost of the extension of the sewer from Unit 46 to the manhole in Lakeshore Drive and Bulldog, all as shown in EXHIBIT C.

9. Bulldog Lane. As shown on EXHIBIT C, Developer will install a 2" mill & overlay on a portion of Bulldog Lane once utilities within Bulldog Lane are installed.

10. Reimbursement. If the City requires any upsizing of any infrastructure in the Project, requiring Developer to install any infrastructure in excess of Developer's proportionate impact, the cost of such upsizing shall be reimbursed to Developer by the City.

11. Open Space Wetlands. The Buyer will transfer the remnant wet land property to the HOA for care and maintenance. The City will be granted an easement to continue to discharge storm water into the wetlands. Buyer agrees to install a boardwalk through the open space for the use and maintenance of the HOA.

12. Workforce Units.

a. Upon Developer's request, City shall immediately, through the **UCLT**, provide Developer with a name or names of City-approved purchasers for Workforce Units ("**Purchaser**"). UCLT shall vet fully and qualify such purchasers, who are expected to largely be made up of City employees.

b. Developer, ULCT, and Purchaser will then enter into a purchase and sale agreement for the sale of the Workforce Unit, which agreement will include terms stating that the following will take place immediately at closing of the Workforce Unit:

i. Developer will transfer the Unit to the UCLT.

ii. The Purchaser shall pay to Developer the purchase price for the Unit, based upon the Price Point calculation below.

iii. UCLT shall transfer to Purchaser ownership of the improvements associated with the Unit.

iv. UCLT shall retain ownership of the Property associated with the Unit, and shall enter into a ground lease with the Purchaser.

v. UCLT shall record deed restrictions against the Unit, that include any restrictive covenants, such as a covenant for owner occupancy, that City desires.

c. Time Limitation. If the City is unable to provide a Purchaser for a Workforce Unit prior to issuance of a certificate of occupancy ("**CofO**") for that Unit, Developer may market the Unit to the public on the same terms, conditions, and restrictions related to Workforce Units herein. City shall have forty-five (45) days following receipt of CofO to provide either an approved Purchaser, or to approve a Purchaser obtained through Developer's marketing efforts, whichever comes first. If no Purchaser is obtained or

approved by the end of the forty-five (45) days, Developer may market and to sell the home as a Market Unit, with such sale not being subject to City approval or to Workforce Housing restrictions. City shall not withhold a CofO in order to extend the time limitation in this Paragraph. Such conversion of a Workforce Unit into a Market Unit shall be understood to reduce the number of available Workforce Units and increase the number of Market Units to be developed under this Agreement.

PRICE POINT

13. **Price Point Covenant.**

a. City and Developer agree that City's housing attainability goals can only be met by agreement in advance on sales of homes at certain price points. City and Developer shall cooperate to ensure that the design of the Project and Units, fees, materials, amenities, and other development parameters will enable sales of the Workforce Units to occur within the Price Point (defined below), including Developer profit. Such development parameters shall be set forth in this Section.

b. Developer agrees to sell the Workforce Units for an initial price not to exceed $425,000 per Workforce Unit, subject to the adjustments below ("**Price Point**"):

i. Developer intends to develop more than one Workforce Unit type, that may vary in size and design from other Workforce Units. Accordingly, the final sale price for such Units may therefore vary downward from the Price Point.

ii. The Price Point will be adjusted annually, beginning one year following the Effective Date, to account for increases in Developer's infrastructure, development, amenities or management costs increase due to inflation, City action, or circumstances outside of Developer's control.

iii. The total amount of the annual increase shall be the greater of the following:

1. The year-over-year percentage increase of the Utah County Annual Median Income as published by the United States Census Bureau.
2. The year-over-year percentage increase of the Federal Reserve Bank of St. Louis Producer Price Index by Commodity: Special Indexes: Construction Materials; or
3. Three percent (3%).

VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

14. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan and this Agreement, as supplemented by the Zoning Designation, in effect on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code 10-20-902.

15. Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement, which include the following:

a. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

b. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

c. Amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

d. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

e. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

f. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

16. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations,

reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-20-902 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

DEFAULT AND REMEDIES

17. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

i. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

ii. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

iii. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

b. The rights and remedies set forth herein shall be cumulative.

GENERAL PROVISIONS

18. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Nilson Homes
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, UT 84403
Phone: 952.201.3643

To the City: City of Provo
Attention: City Attorney
445 W Center
Provo, UT 84601
Phone: (801) 852-6140

19. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of

this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Parties.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the "**Term**"), or upon the occurrence of an event

of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

n. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

i. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

ii. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

iii. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

iv. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

o. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

p. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

q. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

r. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

s. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

t. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF PROVO

ATTEST:

By: _____ By:_____
City Recorder Mayor Michelle Kaufusi

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her official capacity as _____ of Provo City, a municipal corporation of the State of Utah.

_____
Notary Public

UCLT:

Utah Community Land Trust

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

RDA:

Provo City Redevelopment Agency

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

DEVELOPER:

Nilson Homes, LLC , a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

Exhibit A

Legal Description of the Property

Serial Number: 19:044:0054
COM N 674.59 FT & W 223.68 FT FR SE COR. SEC. 33, T6S, R2E, SLB&M.; S 0 DEG 50' 3" E 584.39 FT; N 89 DEG 55' 24" W 612.93 FT; N 3 DEG 2' 37" W 281.09 FT; N 3 DEG 28' 50" W 211.46 FT; ALONG A CURVE TO R (CHORD BEARS: N 76 DEG 48' 5" E 153.31 FT, RADIUS = 333 FT); S 89 DEG 53' 26" E 356.59 FT; ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 33' 33" E 138.77 FT, RADIUS = 167 FT) TO BEG. AREA 7.549 AC.

Serial Number: 19:044:0055
COM AT SE COR. SEC. 33, T6S, R2E, SLB&M.; N 0 DEG 50' 3" W 819.91 FT; S 88 DEG 38' 11" W 171.26 FT; S 0 DEG 50' 39" E 29.12 FT; ALONG A CURVE TO R (CHORD BEARS: S 20 DEG 4' 57" W 119.3 FT, RADIUS = 167 FT); S 0 DEG 50' 3" E 584.39 FT; N 89 DEG 55' 24" W 612.93 FT; S 3 DEG 2' 37" E 90.12 FT; S 89 DEG 55' 24" E 823.32 FT TO BEG. AREA 5.168 AC.

Serial Number: 19:044:0051
COM N 0 DEG 50' 28" W 820.14 FT & W .05 FT FR SE COR. SEC. 33, T6S, R2E, SLB&M.; S 88 DEG 38' 11" W 171.11 FT; N 0 DEG 50' 42" W 223.67 FT; ALONG A CURVE TO R (CHORD BEARS: N 30 DEG 59' 20" E 245.8 FT, RADIUS = 233 FT); N 62 DEG 49' 23" E 27.91 FT; N 0 DEG 43' 33" W 8.16 FT; ALONG A CURVE TO L (CHORD BEARS: S 35 DEG 20' 32" E 74.37 FT, RADIUS = 400.77 FT); S 69 DEG 32' 26" W 27.27 FT; S 0 DEG 50' 40" E 381.03 FT TO BEG. AREA 1.537 AC.

Exhibit B Concept Plan

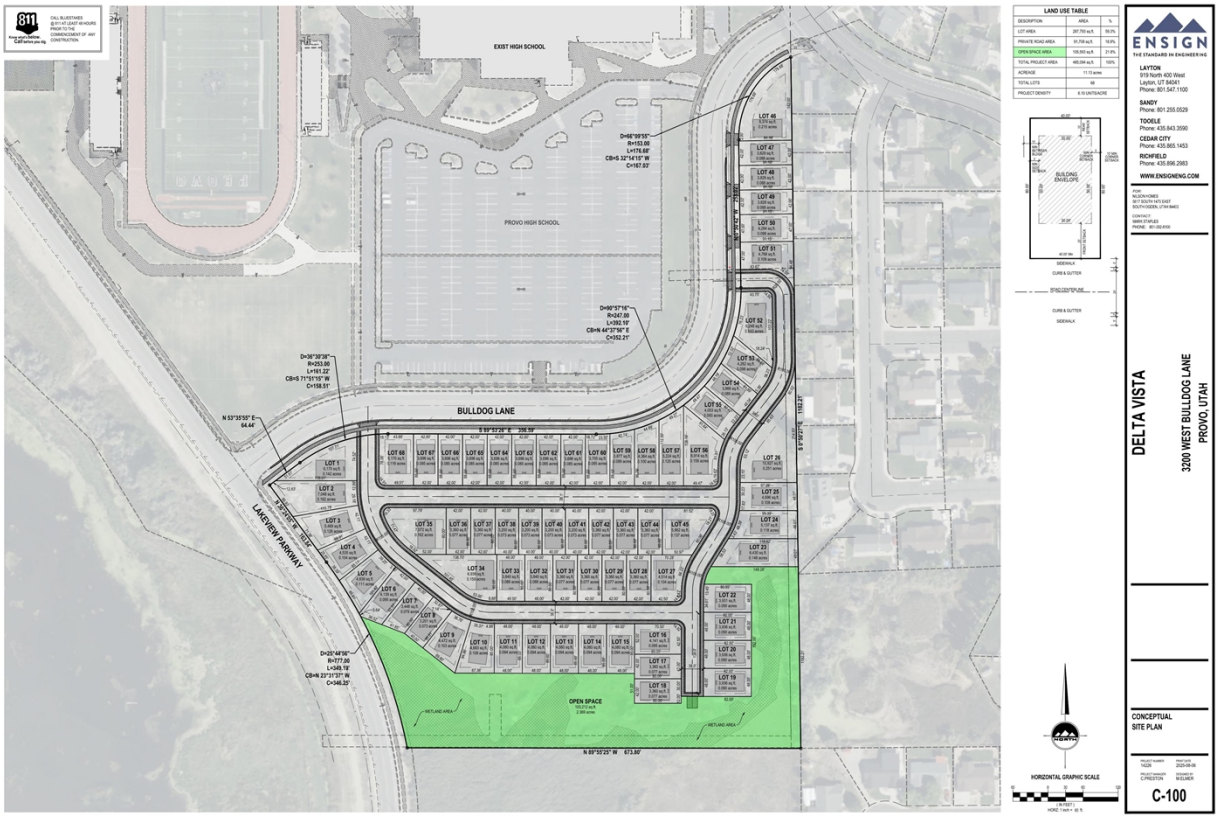
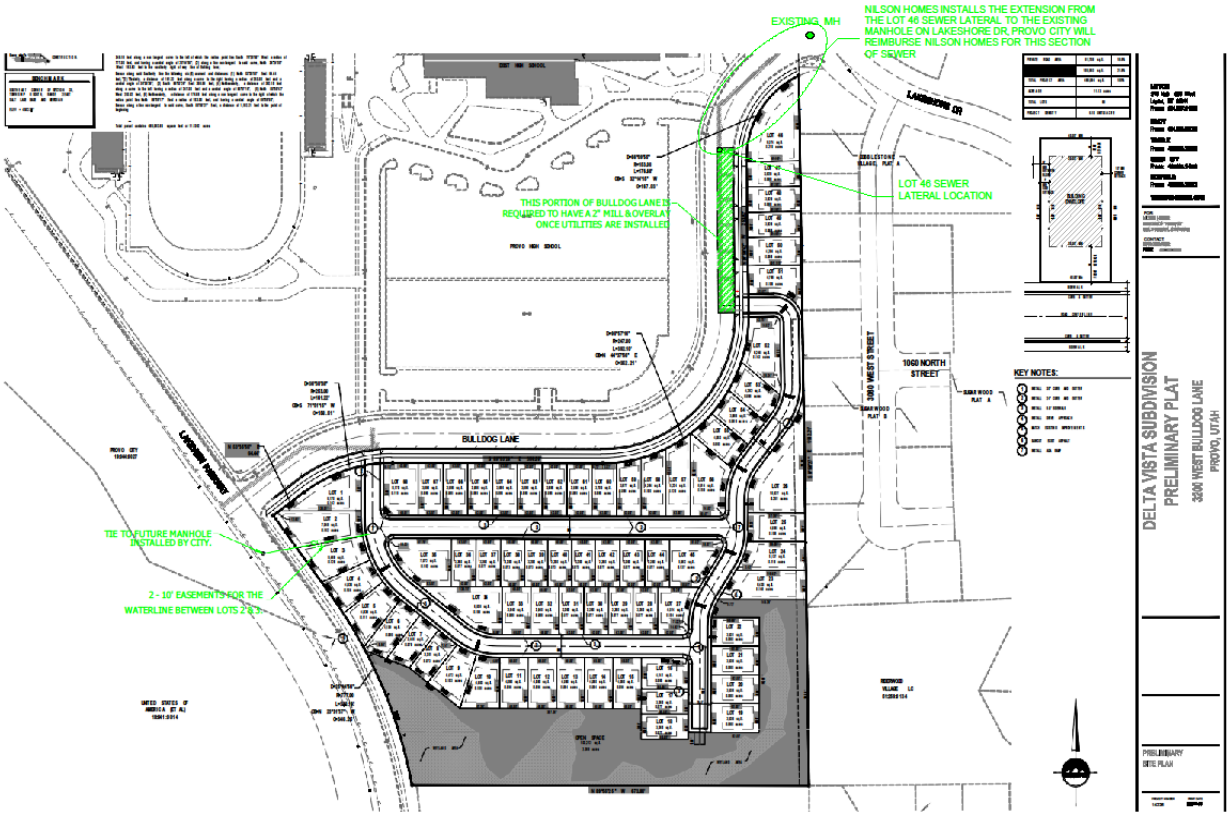


Exhibit C


EXISTING MH
NILSON HOMES INSTALLS THE EXTENSION FROM THE LOT 46 SEWER LATERAL TO THE EXISTING MANHOLE ON LAKESHORE DR. PROVO CITY WILL REIMBURSE NILSON HOMES FOR THIS SECTION OF SEWER
LOT 46 SEWER LATERAL LOCATION
THIS PORTION OF BULLDOG LANE IS REQUIRED TO HAVE A 2" MILL & OVERLAY ONCE UTILITIES ARE INSTALLED
TIE TO FUTURE MANHOLE INSTALLED BY CITY.
2 - 10' EASEMENTS FOR THE WATERLINE BETWEEN LOTS 2 & 3
BULLDOG LANE
1060 NORTH STREET
3300 WEST STREET
LAKESHORE DR
KEY NOTES:
DELTA VISTA SUBDIVISION
PRELIMINARY PLAT
3300 WEST BULLDOG LANE
PROVO, UTAH
PRELIMINARY SITE PLAN

When recorded mail deed and tax notice to:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

Tax I.D. Nos. 19:044:0055, 19:044:0054, 19:044:0051

DEVELOPMENT AGREEMENT
FOR
Delta Vista Subdivision

(3200 W Bulldog Lane)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 20__ ("**Effective Date**"), by and between the City of Provo, a Utah municipal corporation ("**City**"), Provo City Redevelopment Agency ("**RDA**"), a body politic of the State of Utah, the Utah Community Land Trust ("**UCLT**"), a body politic of the state of Utah, and Nilson Homes, LLC, a Utah limited liability company ("**Developer**"). The City, RDA, and Developer are hereinafter collectively referred to as "**Parties**."

RECITALS

A. City has recently transferred to RDA, and RDA is the owner of approximately 11.13 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference ("**Property**").

B. On September 23, 2025, the City Council approved Resolution 2025-23 adopting the R1.6 (PD) zoning classification on the Property ("**Zoning Designation**"). City adopted the Zoning Designation in anticipation of this Agreement, and based on the Concept Plan set forth on EXHIBIT B ("**Concept Plan**"), attached hereto and incorporated herein by reference. The Concept Plan governs the anticipated development and use of the Property ("**Project**").

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Zoning Designation be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code, §10-20-101(2).

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) this Agreement, including the Concept Plan, and (ii) the requirements of the R1.6 (PD) Zone, to the extent that such requirements in the Zoning Designation are not modified by this Agreement. In the event of a conflict, this Agreement governs.

3. Governing Standards. The Concept Plan, the Zoning Designation, and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. Any material deviation from the Concept Plan will require amendment of the Concept Plan. "**Material Deviation**" shall mean an increase in the number of units, uses in the Project, affordable housing designations, or public facilities. Other deviations from the Concept Plan shall not be considered Material Deviations and may be approved by City planning staff without amendment to this Agreement or to the Concept Plan.

PROPERTY OWNERSHIP & DEVELOPMENT

4. RDA as Co-Applicant. The RDA, as owner of the Property, shall be Co-Applicant for development applications in the Project.

5. Transfer to Developer. The RDA, as landowner, shall transfer the Property, along with all improvements and entitlement thereon, to Developer at no cost, immediately upon Developer's request for such transfer. The parties acknowledge that the consideration for this Agreement includes, but is not limited to, the following mutual undertakings: the Seller's consideration is its agreement to transfer the Property to the RDA in exchange for Developer's commitments set forth herein; and in consideration of the RDA's transfer of the Property to Developer pursuant to this Section, Developer agrees to diligently perform and complete all obligations under this Agreement, including the construction and completion of all Units and improvements in accordance with the terms and provisions contained herein.

PROJECT AND UNIT DESIGN

6. Unit Types. The Parties anticipate that the Project shall include a total of 68 residential units, consisting of multiple Unit types. At least half of the Units in the Project shall be deed restricted units, restricting ownership to City-approved workforce owners as described below ("**Workforce Units**"), and the remainder of the Units shall be designated as unrestricted single-family market price units ("**Market Units**"). Market Units and Workforce Units are together known as "**Units**."

7. Phasing. Phasing and delivery of Units shall be proposed by Developer in order to meet current market and absorption needs, as determined in Developer's judgement, subject to reasonable approval by City.

8. Utilities. The Parties agree that, as of the Effective Date, utilities are readily available at the boundary of the Property, with the exception of the sewer utility. The City will construct a sewer manhole in or adjacent to the intersection of Bulldog and Lakeview Parkway in the fall of 2026, as shown on the Sewer Infrastructure plans attached hereto as EXHIBIT C. Developer shall connect to this manhole at Developer's expense, and extend the sewer line from this manhole through the Project, at Developer's expense, to the lateral adjacent to Unit 46. The City shall pay the cost of the extension of the sewer from Unit 46 to the manhole in Lakeshore Drive and Bulldog, all as shown in EXHIBIT C.

9. Bulldog Lane. As shown on EXHIBIT C, Developer will install a 2" mill & overlay on a portion of Bulldog Lane once utilities within Bulldog Lane are installed.

10. Reimbursement. If the City requires any upsizing of any infrastructure in the Project, requiring Developer to install any infrastructure in excess of Developer's proportionate impact, the cost of such upsizing shall be reimbursed to Developer by the City.

11. Open Space Wetlands. The Buyer will transfer the remnant wet land property to the HOA for care and maintenance. The City will be granted an easement to continue to discharge storm water into the wetlands. Buyer agrees to install a boardwalk through the open space for the use and maintenance of the HOA.

12. Workforce Units.

a. Upon Developer's request, City shall immediately, through the **UCLT**, provide Developer with a name or names of City-approved purchasers for Workforce Units ("**Purchaser**"). UCLT shall vet fully and qualify such purchasers, who are expected to largely be made up of City employees.

b. Developer, ULCT, and Purchaser will then enter into a purchase and sale agreement for the sale of the Workforce Unit, which agreement will include terms stating that the following will take place immediately at closing of the Workforce Unit:

i. Developer will transfer the Unit to the UCLT.

ii. The Purchaser shall pay to Developer the purchase price for the Unit, based upon the Price Point calculation below.

iii. UCLT shall transfer to Purchaser ownership of the improvements associated with the Unit.

iv. UCLT shall retain ownership of the Property associated with the Unit, and shall enter into a ground lease with the Purchaser.

v. UCLT shall record deed restrictions against the Unit, that include any restrictive covenants, such as a covenant for owner occupancy, that City desires.

c. Time Limitation. If the City is unable to provide a Purchaser for a Workforce Unit prior to issuance of a certificate of occupancy ("**CofO**") for that Unit, Developer may market the Unit to the public on the same terms, conditions, and restrictions related to Workforce Units herein. City shall have forty-five (45) days following receipt of CofO to provide either an approved Purchaser, or to approve a Purchaser obtained through Developer's marketing efforts, whichever comes first. If no Purchaser is obtained or approved by the end of the forty-five (45) days, Developer may market and to sell the home as a Market Unit, with such sale not being subject to City approval or to Workforce Housing restrictions. City shall not withhold a CofO in order to extend the time limitation in this Paragraph. Such conversion of a Workforce Unit into a Market Unit shall be understood to

reduce the number of available Workforce Units and increase the number of Market Units to be developed under this Agreement.

PRICE POINT

13. **Price Point Covenant.**

a. City and Developer agree that City's housing attainability goals can only be met by agreement in advance on sales of homes at certain price points. City and Developer shall cooperate to ensure that the design of the Project and Units, fees, materials, amenities, and other development parameters will enable sales of the Workforce Units to occur within the Price Point (defined below), including Developer profit. Such development parameters shall be set forth in this Section.

b. Developer agrees to sell the Workforce Units for an initial price not to exceed $425,000 per Workforce Unit, subject to the adjustments below ("**Price Point**"):

i. Developer intends to develop more than one Workforce Unit type, that may vary in size and design from other Workforce Units. Accordingly, the final sale price for such Units may therefore vary downward from the Price Point.

ii. The Price Point will be adjusted annually, beginning one year following the Effective Date, to account for increases in Developer's infrastructure, development, amenities or management costs increase due to inflation, City action, or circumstances outside of Developer's control.

iii. The total amount of the annual increase shall be the greater of the following:

1. The year-over-year percentage increase of the Utah County Annual Median Income as published by the United States Census Bureau.

2. The year-over-year percentage increase of the Federal Reserve Bank of St. Louis Producer Price Index by Commodity: Special Indexes: Construction Materials; or

3. Three percent (3%).

VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

14. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan and this Agreement, as supplemented by the Zoning Designation, in effect on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code 10-20-902.

15. Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement, which include the following:

a. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

b. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

c. Amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

d. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

e. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

f. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

16. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-20-902 of the Municipal Land Use, Development, and Management Act, as

adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

DEFAULT AND REMEDIES

17. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

i. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

ii. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

iii. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

b. The rights and remedies set forth herein shall be cumulative.

GENERAL PROVISIONS

18. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Nilson Homes
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, UT 84403
Phone: 952.201.3643

To the City: City of Provo
Attention: City Attorney
445 W Center
Provo, UT 84601
Phone: (801) 852-6140

19. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Parties.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be

deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the "**Term**"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

n. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

i. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

ii. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

iii. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

iv. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

o. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

p. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

q. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

r. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance

of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

s. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

t. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By:_____
Mayor Michelle Kaufusi

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her official capacity as _____ of Provo City, a municipal corporation of the State of Utah.

_____
Notary Public

UCLT:

Utah Community Land Trust

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

RDA:

Provo City Redevelopment Agency

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

DEVELOPER:

Nilson Homes, LLC , a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

Exhibit A

Legal Description of the Property

Serial Number: 19:044:0054
COM N 674.59 FT & W 223.68 FT FR SE COR. SEC. 33, T6S, R2E, SLB&M.; S 0 DEG 50' 3" E 584.39 FT; N 89 DEG 55' 24" W 612.93 FT; N 3 DEG 2' 37" W 281.09 FT; N 3 DEG 28' 50" W 211.46 FT; ALONG A CURVE TO R (CHORD BEARS: N 76 DEG 48' 5" E 153.31 FT, RADIUS = 333 FT); S 89 DEG 53' 26" E 356.59 FT; ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 33' 33" E 138.77 FT, RADIUS = 167 FT) TO BEG. AREA 7.549 AC.

Serial Number: 19:044:0055
COM AT SE COR. SEC. 33, T6S, R2E, SLB&M.; N 0 DEG 50' 3" W 819.91 FT; S 88 DEG 38' 11" W 171.26 FT; S 0 DEG 50' 39" E 29.12 FT; ALONG A CURVE TO R (CHORD BEARS: S 20 DEG 4' 57" W 119.3 FT, RADIUS = 167 FT); S 0 DEG 50' 3" E 584.39 FT; N 89 DEG 55' 24" W 612.93 FT; S 3 DEG 2' 37" E 90.12 FT; S 89 DEG 55' 24" E 823.32 FT TO BEG. AREA 5.168 AC.

Serial Number: 19:044:0051
COM N 0 DEG 50' 28" W 820.14 FT & W .05 FT FR SE COR. SEC. 33, T6S, R2E, SLB&M.; S 88 DEG 38' 11" W 171.11 FT; N 0 DEG 50' 42" W 223.67 FT; ALONG A CURVE TO R (CHORD BEARS: N 30 DEG 59' 20" E 245.8 FT, RADIUS = 233 FT); N 62 DEG 49' 23" E 27.91 FT; N 0 DEG 43' 33" W 8.16 FT; ALONG A CURVE TO L (CHORD BEARS: S 35 DEG 20' 32" E 74.37 FT, RADIUS = 400.77 FT); S 69 DEG 32' 26" W 27.27 FT; S 0 DEG 50' 40" E 381.03 FT TO BEG. AREA 1.537 AC.

Exhibit B

Concept Plan

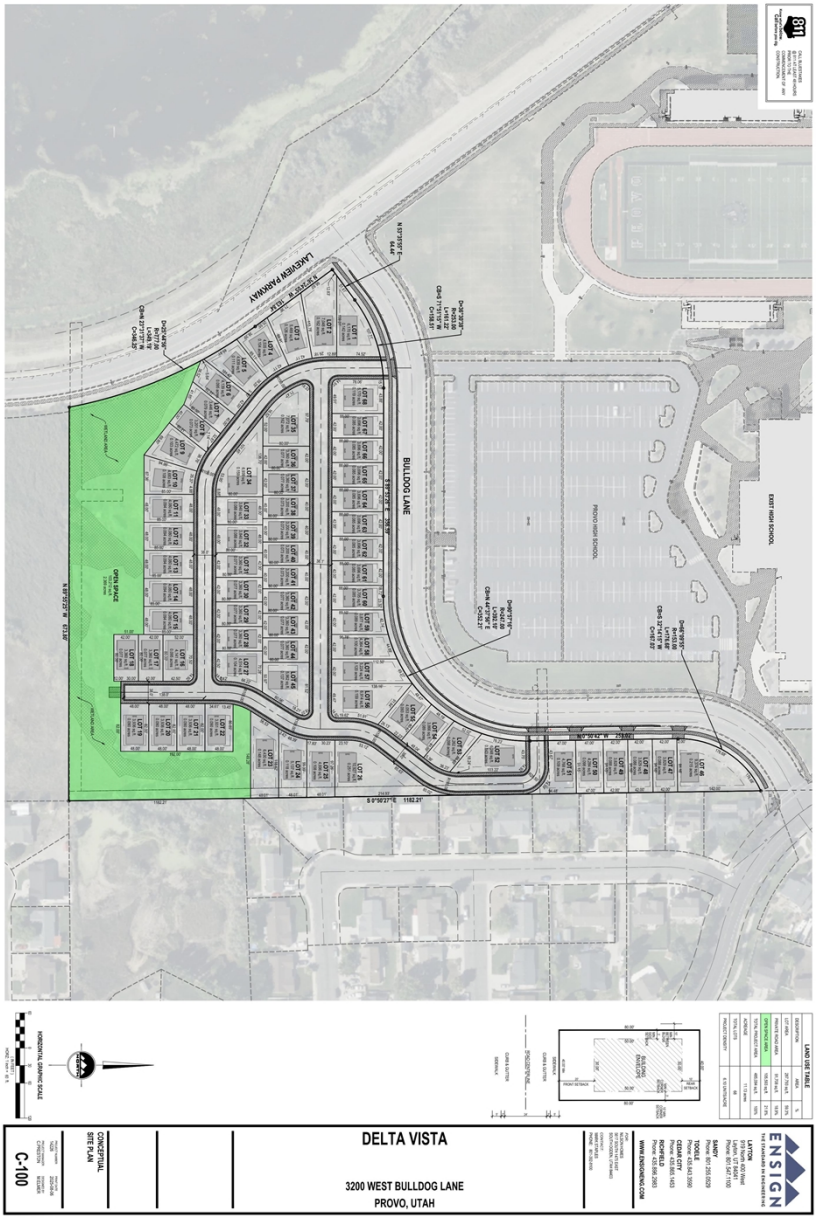
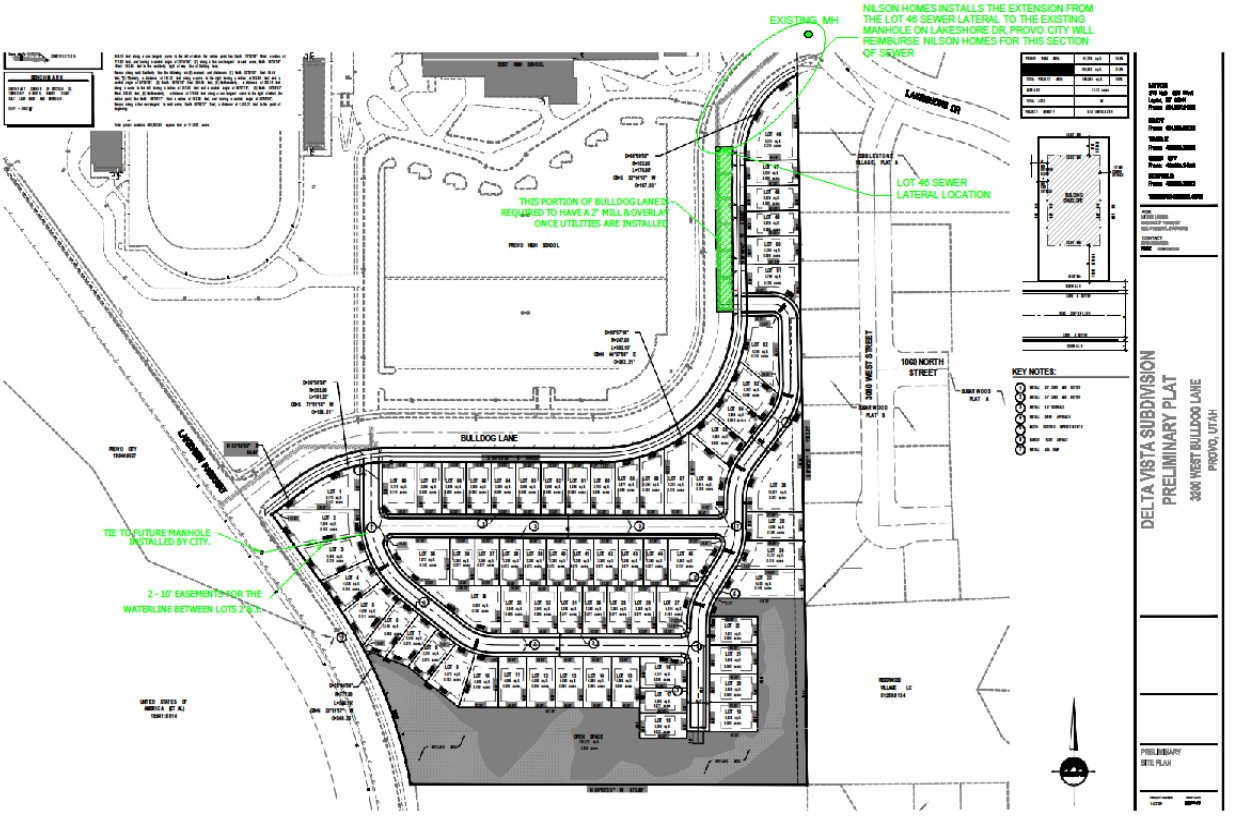


Exhibit C


EXISTING MH
NILSON HOMES INSTALLS THE EXTENSION FROM THE LOT 46 SEWER LATERAL TO THE EXISTING MANHOLE ON LAKESHORE DR, PROVO CITY WILL REIMBURSE NILSON HOMES FOR THIS SECTION OF SEWER
LOT 46 SEWER LATERAL LOCATION
THIS PORTION OF BULLDOG LANE IS REQUIRED TO HAVE A 2" MILL &OVERLAY ONCE UTILITIES ARE INSTALLED
BULLDOG LANE
LAKESHORE DR
3200 WEST STREET
1060 NORTH STREET
TIE TO FUTURE MANHOLE INSTALLED BY CITY.
2 - 10' EASEMENTS FOR THE WATERLINE BETWEEN LOTS 2 & 3
KEY NOTES:
DELTA VISTA SUBDIVISION
PRELIMINARY PLAT
3200 WEST BULLDOG LANE
PROVO, UTAH
PRELIMINARY SITE PLAN

When recorded mail deed and tax notice to:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

Tax I.D. Nos. 19:044:0055, 19:044:0054, 19:044:0051

.

QUIT CLAIM DEED

REDEVELOPMENT AGENCY OF PROVO CITY, a body politic of the State of Utah, with its principal office at 445 West Center Street, Provo, County of Utah, State of Utah, 84601 (Grantor), hereby conveys and quit claims to

NILSON HOMES, LLC, a Utah limited liability company, of 1740 Combe Road, #2, South Ogden, Utah 84403, (Grantee), for the sum of ten dollars and other good and valuable consideration, the following described tract of land in Utah County, State of Utah, to wit:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST QUARTER CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°55'25"W 673.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; THENCE NORTHWESTERLY ALONG THE ARC OF A 777.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 349.19 FEET, THROUGH THE CENTRAL ANGLE OF 25°44'56" (CHORD BEARS: N23°31'37"W 346.25 FEET) THENCE N36°24'05"W 163.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BULLDOG LANE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES; THENCE N53°35'55"E 64.44 FEET; THENCE EASTERLY ALONG THE ARC OF A 253.00 FOOT RADIUS CURVE TO THE RIGHT 161.22 FEET, THROUGH THE CENTRAL ANGLE OF 36°30'38" (CHORD BEARS: N71°51'15"E 158.51 FEET); THENCE S89°53'26"E 356.59 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 247.00 FOOT RADIUS CURVE TO THE LEFT 392.10 FEET, THROUGH THE CENTRAL ANGLE OF 90°57'16" (CHORD BEARS: N44°37'56"E 352.21 FEET); THENCE N00°50'42"W 253.02 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 153.00 FOOT RADIUS CURVE TO THE RIGHT 176.68 FEET, THROUGH THE CENTRAL ANGLE OF 66°09'55" (CHORD BEARS: N32°14'15"E 167.03 FEET) TO THE SECTION LINE; THENCE S00°50'27"E ALONG THE SECTION LINE 1182.21 FEET TO THE POINT OF BEGINNING.

485,094 SQUARE FEET OR 11.136 ACRES

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being subject to easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand of said grantor, this ____ day of December, 2025.

REDEVELOPMENT AGENCY OF PROVO CITY

By: _____
Michelle Kaufusi
Its Chief Executive Officer

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ___ day of December, 2025, personally appeared before me, Michelle Kafusi, who being by me duly sworn, did say that she is the Chief Executive Officer of Redevelopment Agency of Provo City.
.

NOTARY PUBLIC
My Commission Expires: