CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
January 26, 2021

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

NOTICE OF ALL-ELECTRONIC MEETING & OPPORTUNITY FOR PUBLIC PARTICIPATION

Pursuant to Mayor Richard F. Brunst's Proclamation dated January 5, 2021, the Orem City Council meeting on January 26, 2021 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Written comments will be accepted before and during the meeting. All written comments received will be entered into the record and forwarded to each City Council member for review. Written comments will also be read aloud during the live meeting when required by law or when time permits. As technology permits, the City Council may also accept oral comments. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

3:00 P.M. WORK SESSION - VIA ELECTRONIC MEETING

DISCUSSION - Rocky Mountain Power North Orem Transmission Line Project (15 min)
Information Only
Presenter: Michael Lange

DISCUSSION - Proposed Utility Rates (30 min)
Review and Discuss
Presenter: Chris Tschirki - Orem Public Works Director, Laura Lewis - Lewis, Young, Robertson & Burningham and Fred Philpot - Lewis, Young, Robertson & Burningham

DISCUSSION - Future of Hillcrest Park (45 min)
Discussion

Presenter: Jamie Davidson

DISCUSSION - Geneva Road Districts (10 min)
Discussion only
Presenter: Jason Bench and Grant Allen

DISCUSSION - State Street Districts update (20 min)
Discussion only
Presenter: Jason Bench

DISCUSSION - Amendments to Article 2-22 Employee Appeals Board (10 min)
Deputy City Attorney Heather Schriever will present the matters to the City Council.
Presenter: Heather Schriever, Deputy City Attorney

1. AGENDA REVIEW & PREVIEW OF UPCOMING AGENDA ITEMS

The City Council will review the items on the agenda.

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

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

6:00 P.M. REGULAR SESSION - VIA ELECTRONIC MEETING

3. CALL TO ORDER

4. INVOCATION/INSPIRATIONAL THOUGHT: JEFF LAMBSON

5. PLEDGE OF ALLEGIANCE: NEAL WINTERTON

6. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

7. PERSONAL APPEARANCES – 15 MINUTES

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

8. CONSENT ITEMS

8.1. APPROVAL OF MEETING MINUTES
Minutes of City Council Meeting - January 12, 2021

01.12.2021 ccmin--DRAFT.docx

8.2. APPOINTMENTS TO BOARDS AND COMMISSIONS

Heritage Commission:
- Jordan Johnson

Transportation Advisory Commission:
- Russ Verhoef
- Marlan Coe

Jordan Johnson_Heritage.pdf
Russ Verhoef_Transportation.pdf
Marlan Coe_Redacted.pdf

8.3. ORDINANCE - Enacting Article 2-35 establishing a Public Safety Advisory Commission

City staff recommends that the Orem City Council pass, approve and enact an ordinance enacting Article 2-35 of the Orem City Code establishing a Public Safety Advisory Commission
Presenter: Heather Schriever, Acting City Attorney
Article 2.35. Enacting Public Safety Advisory Commission. 1.20.2021.docx

9. SCHEDULED ITEMS

9.1. PUBLIC HEARING
ORDINANCE – Amending Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code by changing Development Services and Administrative Services to Finance
The Planning Commission recommends that the City Council, by ordinance, amend Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code.
Presenter: Jason Bench
22-14-15 BL Dept Updates.docx
Planning Commission_Minutes_11.4.2020.docx
Ordinance-BusinessLicense-FinanceDepartment.docx
Agenda-BusinessLicense-FinanceDepartment.docx

9.2. RESOLUTION – Site plan approval of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.
The Planning Commission recommends the City Council, by resolution, approve the site plan of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.
Presenter: Jason Bench
Agenda-SitePlan-SpringwaterPointe.docx
Vicinity Map.pdf
Map.pdf

Existing Site Plan.pdf
Proposed Site Plan.pdf
Existing Plat.pdf
Proposed Plat.pdf
Landscaping Plan.pdf
Elevations.pdf
Street View.pdf
20210105_1_MailerFront2.pdf
20210105_2_MailerBack.pdf
20210105_2_Labels.docx
PC Minutes - Springwater Pointe at Sleepy Ridge 1.13.21.docx
Resolution-SitePlan-SpringwaterPointe.docx

9.3. RESOLUTION - Authorizing the Issuance of and Sale of not more than $45,000,000 Aggregate Principal amount of Water, Sewer and Storm Revenue and Refunding Bonds.
Consideration for adoption of a Resolution of the City Council of the City of Orem, Utah Authorizing the Issuance of and Sale of not more than $45,000,000 Aggregate Principal amount of Water, Sewer and Storm Revenue and Refunding Bonds, Series 2021; and all related matters.
Presenter: Laura Lewis - Lewis, Young, Robertson & Burningham
Parameters Resolution - Orem Water, Sewer, Storm Sewer Rev Ref 2021.docx
Preliminary Official Statement Orem Water, Sewer, Storm Sewer Rev Bonds 2021.docx
Bond Purchase Agreement - Orem Water Sewer Storm Sewer Rev Bonds 2021.docx
Fifth Supplemental Indenture -Orem Water, Sewer, Storm Sewer Bonds 2021.docx
Bond Calendar of Events.pdf

10. COMMUNICATION ITEMS

10.1. MONTHLY FINANCIAL SUMMARY - December 2020
For Review Only
Monthly Financial Summary - Dec 2020.pdf

11. CITY MANAGER INFORMATION ITEMS

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

12. ADJOURN

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

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

Agenda Item No:

City Council Agenda Item Report

Meeting Date: January 26, 2021
Submitted by: Ryan Clark
Submitting Department: Development Services
Item Type: Presentation
Agenda Section:

Subject:
DISCUSSION - Rocky Mountain Power North Orem Transmission Line Project (15 min)

Suggested Action:
Information Only

Presenter:
Michael Lange

Background:
Rocky Mountain Power will provide an introduction to a planned project to upgrade a high voltage transmission line throughout north Orem.

Potentially Affected Area:

Attachments:

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CITY OF OREM
CITY COUNCIL MEETING
56 North State Street Orem, Utah
January 12, 2021

This meeting was held electronically
to allow Councilmembers and Staff to participate.

3:00 P.M. WORK SESSION – CITY COUNCIL CONFERENCE ROOM

CONDUCTING	Mayor Pro Tem Jeff Lambson and Mayor Richard F. Brunst
ELECTED OFFICIALS	Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner.
APPOINTED STAFF	Jamie Davidson, City Manager; Brenn Bybee, Assistant City Manager; Steven Downs, Deputy City Manager; Heather Schriever, City Attorney; Marc Sanderson, Fire Chief; Joshua Adams, Police Chief; Ryan Clark, Development Services Director; Charlene Crozier, Library Director; Chris Tschirki, Public Works Department Manager; Brandon Nelson, Finance Department Manager; Karl Hirst, Recreation Department Manager; Jason Bench, Planning Division Manager; Pete Wolfley, Communications Specialist; and JoD'Ann Bates, City Recorder

NOTE: The referenced report and presentation documents for each discussion may be viewed at orem.org/meetings under "City Council Presentations"

Mayor Pro-Temp Mr. Lambson indicated Mayor Brunst had asked him to conduct the work session until he could join the meeting at a later time.

DISCUSSION – Utility Master Plan Update

Mr. Tschirki stated the Public Works Department is working closely with Bowen, Collins, and Associates to finalize the 2021 Water, Sewer, and Storm Water Master Plans. The finished product will include updated capital facility plans which will assist in the development of impact fee facility plans and impact fees. Orem's Financial Advisor, Lewis, Young, Robertson, and Burningham, will develop financial models, funding options, and utility rate solutions that support the implementation of the approved master plans. These financial models include a revenue bond to accelerate construction, eliminate inflationary construction forces, and save millions of dollars.

Mr. Tschirki made a presentation on the progress of the 10MG water storage facility. He indicated in the last few months they have been working on a master plan, a design and location of the 10

MG water tank. He continued to give history of water supply within the City of Orem and why they feel the need to construct a water storage in the center of Orem. The previous discussion of joining with Vineyard for a joint water tank has since changed and Vineyard has decided to construct their own water tank so Orem will be moving forward in constructing their own. After looking at various locations they feel the best option is the location at the Community Park property. This property currently has a conservation easement on it which would require them to construct the area back to or better than it currently sits after the construction of the tank. The Public Works Advisory Committee has met and approve with the location of the proposed project.

General discussion continued regarding an overall cost which would include a tank and a well and would be targeted by bonding, costs also include the replacement of any park amenity currently on the property which includes a pavilion.

Mr. Tschirki stated this was part of a Master Plan in 2015 with Orem showing a deficiency with the water needs in the Orem area and feel this will help with the growth in the central and southwest area. This is more for the current need and in about 25 years they will probably need another tank for future growth.

Ms. Laura Lewis presented information on the bond parameters resolution regarding the Utility Master Plan. They continue to review and update the utility rates and will come before the Council in a future meeting. They are currently in the process of getting the city the best interest rate possible. She reviewed some of the projects the funds of the bond will be going towards. The City will use about $17 million of the cash balance in order to reduce the bond rates. She continued to review the comparison of pay as you go versus the bond process. She continued to discuss the bond interest rate possibilities and the process of the parameters resolution. She indicated there is a state loan that they would need to work out due to this being a sewer project bond. She concluded by reviewing possible dates for which certain actions could take place moving forward with the bond process.

General discussion ensued regarding the process of the bond and what types they have available to them, the use of underwriters and the terms of the bonds. Discussion continued regarding the current tiered rates and how they would be affected.

Mayor Brunst joined the meeting and thanked Mr. Lambson for conducting the meeting in his absence.

Mr. Davidson concluded that the information for the council to consider is the location of the tank needed for a deficiency of water and the process of the bond for the project.

General consensus of the City Council Members was in favor of proceeding with the proposed location and the bond process.

DISCUSSION – Creation of Public Safety Advisory Commission and Amendments to Article 2-22 Employee Appeals Board

Mrs. Schriever stated they are asking the council to create a Public Safety Advisory Commission. Due to the civil unrest they have recently seen they feel the need for there to be important and

impactful communication between the residents of Orem and the Public Safety Departments. There have been a lot of proposed legislation dealing with public safety and police issues. In an attempt to demonstrate that we are aware of those issues, to be transparent and to maintain as much local control over the concerns as much as possible they would like to create this a Public Safety Advisory Commission. She continued to review the points as to what this commission would do which include:

- Act as an advisory board to the OPD and OFD.
- Provide support, encourage and input regarding community needs as they relate to public safety.
- Study advise and give input on the development t of a genera philosophy related to Public Safety.
- Analyze and evaluate community expectations of police, fire and emergency services delivery.

She then reviewed the requirements, duties and obligations that are being recommended for this committee. She wanted to be clear as to what this commission is not. They are not a civilian use of force review board and will not act as a civilian disciplinary review board. The city has internal and external mechanisms in place for both of those issues. This proposal will before the Council at the next City Council meeting for approval.

INTRODUCTION – Senator Michael Kennedy

Senator Michael Kennedy stated the legislation starts their meetings next week and look forward to representing the residents of Orem and surrounding areas. He stated he was pleased to learn the State has a onetime surplus that has been marked to be put back into the communities and he would like to focus on infrastructure and development projects due to growth. He commented on the use of bonds for infrastructures in communities and due to low rates, feels that use is appropriate.

Mayor Brunst indicated the city is in need of two road projects that he would like Mr. Kennedy to be aware of, the first project is along Geneva Road due to the new LDS Temple being constructed, which is currently #25 on UDOT's priority list which would put their construction project a few years down the road. Due to the current construction of the Church Temple they would like the improvements to be done at the same time saving them from having to remove it later to do the UDOT project He feels if they could get the funding in place this year and have these improvements done once they could save funds They would like to ask for his active support in getting the funding through legislation at this time.

He continued to state the second project is the road along 1600 North coming from I-15 heading east to State Street. Upon exiting the freeway, it is a 2-lane road in each direction but then goes down to one lane in each direction. As few years back MAG indicated they had funds for preservation for roads and it was requested those funds be used for the purchase of homes for the widening of this road. They were working with Senator Hemmert in getting funds to continue the purchase of homes to continue the project. UDOT has since taken over the project to include the previously acquired funds and home purchased. The City would like to see that move forward but the information they are receiving is that is not in the scope for 8-10 years. They feel this is an important issue and the city needs it to move quickly and could use his help in this process.

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Mr. Davidson stated they have already purchased 8 homes along 1600 north and the project and according to MAG estimates the Orem Geneva Road Project is approximately a $25 million dollar project and the 1600 North project is approximately a $40 million dollar project.

General discussion ensued regarding funding costs and timing needed in order to make it work, what is needed and the approximate amount of traffic that use these roads on a daily basis.

Mrs. Lauret indicated they are always dealing with affordable housing and they have issues when the state dictates what they should and shouldn't do in addressing the issues at hand.

Senator Kennedy stated he appreciated the information of that was provided to him and indicated he would review the information and keep in touch with the city as the legislative session moves forward and projects are discussed.

UPDATE – Hale Center Theater Orem Fundraising

Mr. Clark indicated they have invited Jeff Fisher and Cody Swenson to give the Council a presentation regarding the Theater project.

Mr. Fisher stated it has been a challenging year with the theater being closed for a time of 3 months. They did what they could in order to keep things going and lost almost a million dollars of revenue but was thankful they were able to get those funds back and feel blessed to make it through 2020 continuing to provide their service. Even with all the challenges they received $2.5 million dollars with a possibility of another $1.5 million dollars of donations from 2 donors. They need to secure another 6 million in order to reach their goal and feels the pandemic set them back 12-18 months but feel they will be able to pick this up over that time. Mr. Swenson indicated with the bond rate coming down they feel they need to possibly discuss that as an option. Mr. Fisher continued to review their company and their funding and how they impact the surrounding community.

PRESENTATION – CIP 2020 Year in Review and 2021 CIP Preview

Mr. Bowen reviewed a summary of what has been done over the past year in regards to Capital Improvement Projects for the City. They had approximately $7.5 million in projects along with helping with new Library Hall and City Center Projects. He continued to review road projects, parks projects, sewer projects, waterline improvements and other accomplishments made throughout the prior year.

Mr. Kelly reviewed a summary of projects that are being planned for the 2021fiscal year which include sewer rehab projects, asphalt overlays and reconstruct projects, utility projects, storm drain projects, watermain projects, the street lighting project phase II, landscaping projects and the 10MG tank previously discussed. He indicated they are also working on an update with their Transportation Master Plan.

PRESENTATION – FEMA Utah Strong Recovery Project

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Ms. Cindy Wilmhurst of the Utah Department of Health Services state the Utah State Division of Substance Abuse and Mental Health and FEMA have funded the Utah Strong Recovery Project that is providing free and confidential counseling to anyone in Utah feeling the impacts of the stressors of the Covid19 pandemic. She continued to review how the project works and who they assist during this time.

Mayor Brunst thanked Ms. Wilmhurst for her time and information.

Agenda Review & Preview of Upcoming Agenda Items

The City Council reviewed the evening's agenda. Discussion ensued regarding the scheduled items that would be considered.

City Council Reports & City Manager Information Items

Mr. Lambson reported on the committees he represents which include the following:

- CARE Commission
- Transportation Advisory Commission:
  - Working with a large project of the roundabout near UVU
- Natural Resource Stewardship Committee:
  - They are working on recognizing some of the business in Orem that are going green and using renewable energy in their businesses.
  - They are also looking at the bike paths and trails in Orem and a Mayor bike ride if Covid allows.
- Utah Lake Commission:
  - The main project right now is the Walkara Way trail and walking path.
  - They are working on a project that will provide boaters and lake goers the use of life jackets while on the lake if they do not personally have one.
  - They are also working on the June Sucker project.

Mr. Davidson reviewed some informational items for the Council which include the following:

- The City Council retreat for the 23rd which will be held virtually via zoom.
- The UVU pedestrian bridge is schedule for a ribbon cutting this Thursday.
- Joint meetings with Vineyard City have been cancelled until they can meet in person.
- Summerfest efforts and plans for 2021 are still in the maybe phase based on the state of the progress of the pandemic and the vaccination. They are currently working with some things in anticipation of having the parade and some of the activities. The Summerfest Committee will continue to meet and discussion as to how to proceed with the celebration and possible options. As of now programs are proceeding forward.
- Fitness and Library Hall projects continue to move forward and is quickly coming to completion.
- They are drawing the close with both the Police and Fire operations. It has taken longer than anticipated due to the pandemic and some data issues, but are looking forward to sharing the information with the council in the near future.

- University CDA will be brought to the council for their review in the near future.
- They are in the process of kicking off the 2021 Budget process and will bring that before the council starting with the Council retreat meeting on the 23rd.
- They are making progress with the landscape architects on the Hillcrest property and will be sharing specific details with the Council at the January 26th meeting.
- In the process of continuing the city-wide compensation study.
- Legislature will begin next week, and they are gearing up for those efforts.
- As an organization they are working through the Covid-19 situation and are looking forward to the vaccination stage starting with the Public Safety departments and working on getting availability to city staff. Discussion continued regarding strongly suggesting versus requiring employees to get the vaccine and how the city will address that issue.

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

CONDUCTING	Mayor Richard F. Brunst
ELECTED OFFICIALS	Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner
APPOINTED STAFF	Jamie Davidson, City Manager; Brenn Bybee, Assistant City Manager; Steven Downs, Deputy City Manager; Heather Schriever, City Attorney; Marc Sanderson, Fire Chief; Joshua Adams, Police Chief; Ryan Clark, Development Services Director; Charlene Crozier, Library Director; Chris Tschirki, Public Works Department Manager; Brandon Nelson, Finance Department Manager; Karl Hirst, Recreation Department Manager; Jason Bench, Planning Division Manager; Steve Earl, Deputy City Attorney; Pete Wolfley, Communications Specialist; and JoD'Ann Bates, City Recorder.

CALL TO ORDER

Mayor Brunst read the following to begin the meeting:

"Pursuant to Mayor Richard F. Brunt's Proclamation dated January 5, 2021, the Orem City Council meeting on January 12, 2021 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

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INVOCATION /
INSPIRATIONAL THOUGHT Tom Macdonald
PLEDGE OF ALLEGIANCE Brenn Bybee

MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

There were no Mayor's Items on the agenda.

PERSONAL APPEARANCES

Time was allotted for the public to express their ideas, concerns, and comments on items not scheduled as public hearings on the agenda. Those wishing to make a comment provided staff with written comments.
There were no public comments.

CONSENT ITEMS

- APPROVAL OF MEETING MINUTES
  - Minutes of City Council Meeting – January 12, 2021
- APPOINTMENT TO BOARDS AND COMMISSIONS
  - Summerfest Committee:
    - Bill Bleyl
  - Recreation Advisory Commission - Reappointments:
    - Danny Miller
    - Ember Harris
    - Skip McWhorter
    - Russ Bird
- RESOLUTION – Approval of certain sections of the City or Orem City Manager's Department Retention Schedule

Mayor Brunst moved to approve the Consent Agenda as listed. **Mr. Spencer seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed.**

SCHEDULES ITEMS

PUBLIC HEARING
RESOLUTION – The City will receive Public Comment on the Community Development Block Grant (CDBG) Projected Use of Funds for CARES ACT CDBG-CV funding and consider approval of a substantial amendment to the 2019-2020 Annual Action Plan.

In response to the Coronavirus Pandemic (COVID-19), the U.S. Department of Housing and Urban Development Community Development Block Grant provided the City of Orem with a first round of CDBG allocation of $411,983 to be used to prevent, prepare for, and respond to COVID-19. Based on the recommendations from the CDBG Advisory Commission, the City of Orem would like to allocate $60,000 of the previously allocated $108,332.66 CDBG-CV funding for public service projects to the Boys and Girls Club for Afterschool Support (PPE & Technology) project, $5,000 to Project Read for the new Transition to Virtual & Job-Readiness Instruction program, $7,776.00 to House of Hope for a COVID Relief project, $6,000 to the Orem City Senior Friendship Center for senior holiday meals, and $29,556.66 to Centro Hispano for new Digital Inclusion program. The U.S. Department of Housing and Urban Development Community Development Block Grant also recently provided the City of Orem with a second round CDBG allocation of $287,940 to be used to prevent, prepare for, and respond to COVID-19. Based on the recommendations from the CDBG Advisory Commission, the City of Orem would also like to allocate $258,049.16 to public service projects and $29,890.84 to Centro Hispano for the new Digital Inclusion program.

General discussion ensued regarding the amounts that were requested and if it will fulfill the needs in the area. Discussion of a concern to ensure they are audited and are used for valid eligible expenses.

Mayor Brunst opened the public hearing at 6:16 p.m.

Written public comments submitted were read into the record. Written comments that were submitted for this public hearing are attached to the end of the minutes in their entirety. Written comments submitted by Jocelyn White and Shauna Brown.

Hearing no further comments, the Mayor closed the public hearing at 6:18 pm and brought the item back to the City Council for further discussion.

Mayor Brunst moved, by Resolution, to approve the Community Development Block Grant (CDBG) Projected Use of Funds for CARES ACT CDBG-CV funding and a substantial amendment to the 2019-2020 Annual Action Plan. **Mrs. Lauret seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed.**

PUBLIC HEARING
ORDINANCE – Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone on approximately 1.96 acres from the R20 zone to the R12 zone at 925 South Carterville Road

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Mr. Bench stated the subject property is approximately 85,231 square feet (1.96 acres). It currently has two lots which are both owned by the applicant. The applicant would like to divide the two lots into three lots to create two vacant lots along Carterville Road. The existing home will remain on Lot 1 which will have 54,851 square feet (1.26 acres). Lot 2 will have 18,177 square feet and Lot 3 will have 16,853 square feet. The current R20 zone requires a minimum lot size of 20,000 square feet. A rezone of the property from the R20 zone to the R12 zone is therefore necessary to subdivide the property as described above. The proposed R12 zone would allow for the proposed two lots up front on Carterville Road and their sizes would meet the minimum size requirement of 12,000 square feet. The General Plan designation of Low Density Residential (LDR) supports the rezone to R12. A neighborhood meeting was held and several neighbors were in attendance. No objections were made to the proposed rezone.

Mayor Brunst opened the public hearing at 6:22 p.m.

Written public comments submitted were read into the record. Written comments that were submitted for this public hearing are attached to the end of the minutes in their entirety. Written comment submitted by Cole and Valerie Reese.

Hearing no further public comments, the Mayor closed the public hearing at 6:24 pm and brought the item back to the City Council for further discussion.

Mayor Brunst, by ordinance, Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone on approximately 1.96 acres from the R20 zone to the R12 zone at 925 South Carterville Road. **Mr. Peterson seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed.**

COMMUNICATION ITEMS

The Monthly Financial Summary from November 2020 was included in the agenda for review.

CITY MANAGER INFORMATION ITEMS

The City Manager had no additional Information Items to share.

ADJOURN TO A MEETING OF THE REDEVELOPMENT AGENCY OF OREM

Mr. Sumner moved to adjourn to a meeting of the Redevelopment Agency of Orem**. Mr. Macdonald seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed.**

The meeting adjourned at 6:26 p.m.

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PUBLIC COMMENTS

7.1 Personal Appearances

No comments received.

9.1 PUBLIC HEARING/RESOLUTION – The City will receive public comments on the Community Development Block grant (CDBG) Projected Use of Funds for the CARES ACT CDBG-CV funding and consider approval of a substantial amendments to the 2019-2020 Annual Action Plan

Jocelyn White
I am commenting on behalf of House of Hope. We are honored to be under consideration for CDBG-CV funding to provide disease preventing upgrades to our residential facility in Utah County. This funding will be used to help protect some of Utah's most vulnerable residents during the pandemic by stopping disease spread. Thank you for your consideration--it is a delight listening in on behalf of such a wonderful organization. We appreciate all the work you do.

Shauna Brown
Shauna Brown from Project Read. I just want to personally thank the CDBG Committee and the Council for considering proposals for CDBG COVID funding and for recommending Project Read for funding to help us help adults with low literacy skills. We are specifically working to help adults gain the employment skills they will need to re-enter the workforce. Many of the layoffs as a result of COVID-19 impacted the population we serve, and we want to get them back into the workforce as quickly as possible. This funding will help us accomplish these goals, not only assisting these individuals but also the community at large. We appreciate all you do.

9.2 PUBLIC HEARING/ORDINANCE – Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone on approximately 1.96 acres from the R20 zone to the R12 zone at 925 South Carterville Road

Valerie and Cole Reese
We live in the house immediately north of Gene and Karen Robison. We have discussed with the Robisons the plans for their property. Our preference would be to just have one home built on the lots, instead of two homes, but we understand the reasons the Robisons want to do it this way. Since our first preference doesn't seem possible, we don't object to the plans generally, but our hope is that the location and orientation of the new houses will be built in careful consideration of the neighbors and allow for us to continue having "country views" and the most space possible between the new home and our home. We bought our home on Carterville Road 6 years ago precisely because we liked the "country feel" and space between houses and views of nature rather than walls of houses, so we would love to see larger lots and nature and less houses in this neighborhood. Having said all of that, most of all we want to be kind and welcoming neighbors to anyone who will move here, and we pledge to not let new building plans, even plans that aren't our first preference, get in the way of being good neighbors.

Board, Commission & Committee Application

City of Orem

Submitted On:
January 7, 2021 5:42pm
America/Denver

Personal Information

Full Name	Jordan Johnson
Full Address	[redacted] Orem UT [redacted]
Phone Number	[redacted]
Email	[redacted]

Boards & Commissions

What board or commission are you applying for?	Heritage Advisory Commission
If a position on your preferred board or commission isn't available, would you like to be considered for openings on other boards or commissions?	Yes
Summarize why you wish to serve on a city commission and if there are areas of concern that you would like to see addressed by a city commission.	I am currently Active in the National Guard, where I teach leadership courses at Camp Williams. I love being apart of the military and want to be a part of educating and sharing my experience from the military with others.
Please tell us a little about yourself. Also include a summary of the special skills and qualifications you have acquired from employment, previous appointments, previous volunteer work, or through other activities.	I am currently Active in the National Guard, where I teach leadership courses at Camp Williams. I love being apart of the military and want to be a part of educating and sharing my experience from the military with others.
Signature Data	First Name: Jordan Last Name: Johnson Email Address: [redacted] 

	Signed at: January 7, 2021 5:42pm America/Denver

Boards, Committees, and Commissions Application

PERSONAL INFORMATION

Applicant: **Russ Verhoef**
Address: [redacted]
Orem, UT 84058

Phone: [redacted]
Email: [redacted]

Preferred Communication	Emergency Contact	Emergency Contact #
Email	Lori Verhoef	[redacted]

AVAILABILITY

mornings

BOARDS & COMMISSIONS

1st Choice	2nd Choice	3rd Choice
Transportation Advisory Commission	Planning Commission	Summerfest Committee

Please summarize why you wish to serve on a city board or commission:
with all the growth, specifically apartments, the streets are over-crowded and I believe planning can alleviate the congestion

Brief Biography
I'm an accountant for over 20 years, I have served on the Orem Planning Commission, I have construction experience, and have lived in Orem for almost 30 years

Previous Experience
I served 4 years on the Orem Planning Commission, loved it, would love to do more

Application Submitted: 10/27/2016

Employment:

1993 – present Parsons, Arlington VA

2018 – present **Computer Integrated Engineering Manager**. Mr. Coe leads the Computer Integrated Engineering team that is responsible to develop SmartPlant design suite capabilities for Parsons. The team is currently focused on bridging the SmartPlant suite to DMCS in order to leverage our legacy tools within Parsons.

The team's recent project experience was focused on the Strategic Petroleum Reserve project which included rehabilitation plans for the US petroleum reserve infrastructure including storage and transportation facilities. He was responsible to support all engineering disciplines with engineering design modeling infrastructure within the SmartPlant design suite and ensure integrity of the design model. He was responsible for maintaining a relationship with his client liaison to ensure successful development of the SmartPlant system for eventual turn over to the client.

2015 – present – **Engineering Department Operations support**. Mr. is responsible for various ad hoc projects including documentation of and streamlining of on-boarding processes, revitalization of client requirements checklists, support for BIM manager in developing BIM implementation plan.

2015 – 2018 - **Director of Engineering Systems**. Mr. Coe led Global Engineering Systems for Parsons including systems that focus on deployment of engineering software applications. He maintained relationships with 100+ vendors who supply 450+ different pieces of software. He was responsible for budgeting and financial tracking as well as maintaining relationships with the various groups within Parsons.

2004 – 2015 - **Engineering Department Operations Manager**. Mr. Coe was responsible for maintaining all aspects of the Engineering department operations including software acquisition and deployment, budgeting, and reporting. He worked closely with finance, procurement, IT, facilities, and other Parsons' departments as required.

He participated in and led several ad hoc projects such as: Carbon Footprint calculations, Corporate BIM working group, teaching BIM seminar for major clients, various proposal efforts, and GIS team coordination, among others.

1993 – 2004 - **GIS Manager**. Mr. Coe built the largest GIS practice in Parsons based out of Salt Lake City. Major projects included the New Mexico Hydrographic Survey and the Southern Nevada Water Authority. He led a team of 17 who coordinated with and supported project teams in various offices, who worked with clients, and who showcased Parsons capabilities at several conferences.

Key Experience:

Mr. Coe has managed multi-million-dollar projects for external clients and for internal system development projects. In each case he has met the project objectives within budget.

CIE Team lead responsible for development of the SmartPlant design suite capabilities within Parsons.

Development of ParStream-Jukebox® - oversaw development of PSJB for the Federal BU. System was designed to deploy software automatically, configure workstations to ensure adherence to proper project standards, collect usage information for billing and budget justification.

Carbon Footprint Calculations – oversaw the team who calculated Parsons carbon footprint which included over 100 offices in 7 countries and accounted for travel by ~15,000 employees.

New Mexico Office of the State Engineer – led GIS activities for multi-million-dollar water rights mapping effort in southern New Mexico. Oversaw gathering and analysis of multi-spectral data and additional base mapping routines for the project.

Southern Nevada Water Authority - led development of GIS capabilities including base mapping, environmental impacts, right-of-way impact and land acquisition, water resources, and other project data.

Other Relevant Employment Experience:

1992 – 1993 – GeoSoft. **GIS Analyst**. Mr. Coe was responsible to collect and compile US Census data for Utah and publish it into a multi volume demographic atlas. Themes included race, age, gender, employment, earnings, and other demographic data. Atlas was published in volumes and focused on counties and urban areas.

1991 – 1992 - EG&G. **GIS Analyst**. Mr. Coe was responsible to assist mapping efforts for various nuclear related projects. He was responsible to obtain source material and create evacuation planning maps for nuclear facilities in case of emergency. He also developed several layers that were included in a GIS model of the Yucca Mountain area as part of the nuclear fuel repository study.

1989 – 1991 – Utah County Assessor. **GIS Intern / Intern Supervisor**. Mr. Coe was responsible for digitizing plat maps to create the county wide base map layer and reconcile discrepancies in the survey data to ensure integrity of the county base map. He also supervised and assisted other interns who worked on the same project.

1988 – 1991 - Brigham Young University Student Cartographic Lab. **Manager**. Mr. Coe was responsible to run the Cartographic lab for the Geography department and lead special projects as needed by the department staff.

1988 – 1989 – US Forest Service. **Cartographic Technician**. Mr. Coe was responsible for updates and production of Secondary Base Series maps for the Forest Service Ranger Districts, mostly focused on the Tongass and Chugach forests. Mr. Coe also assisted preparation of briefing maps used by the National Park Service and Forest Service during the Yellowstone National Park fire in 1988.

Community Affiliations:

2011 – 2013 Lone Peak High School Lacrosse Head Coach

2008 – 2012 Lone Peak High School Lacrosse Board President

2007 – 2011 Lone Peak High School Lacrosse Assistant Coach

2004 – 2006 Boy Scouts of America – San Gabriel Valley Council District Committee Merit Badge Counselor Chairman

2002 – 2006 Boy Scouts of America – San Gabriel Valley Council Scoutmaster

2002 – 2006 Odyssey of the Mind – Sierra Madre Elementary School Coach

1998 – 2000 Orem City Recreational Soccer Coach

1997 – 2000 Orem City Community Development Block Grant Commission

Certifications:

LEED AP. Green Business Certification Inc. 2001.

Awards:

National Map Design Honorable Mention, ACSM, January 1, 1990

Publications / Presentations:

Publications

Oscar Carranza-Casteneda, Morris Petersen, and Wade E. Miller, Geology of Northern San Allende area of Northeastern Guanajuato Mexico, BYU

Geology Studies, Brigham Young University, 40, 1994.

Hardy Cherry, Marlan Coe. Utah Demographics Atlas Vol. 1, GeoSoft, 1993.

Hardy Cherry, , Marlan Coe. Utah Demographics Atlas Vol. 2, GeoSoft, 1993.

Lloyd Hudman, Geography of Travel and Tourism, Delmar, 1990.

Richard Jackson and Lloyd Hudman, World Regional Geography; 3rd Edition, John Wiley and Sons, 1990.

Donna Packer, On Footings From the Past, Bookcraft, 1988.

Presentations

Erik Shaeffer, Marlan Coe. Hydrographic Survey of the Lower Rio Grande Water Basin, New Mexico Environmental Health Conference, Albuquerque, New Mexico, 1997.

Education:

Brigham Young University, Bachelor of Science, Major - Cartography, Minor – Spanish 1989

Additional Course Work:

Presenting Data and Information, Edward Tufte Institution. 2013

All courses towards Masters in Geography 1991

Special Skills

Speaks, reads, and writes Spanish fluently.

ORDINANCE NO. _____

AN ORDINANCE OF THE OREM CITY COUNCIL
ENACTING ARTICLE 2-35 PUBLIC SAFETY ADVISORY
COMMISSION

WHEREAS the City is responsible for providing public safety services to the public; and

WHEREAS there is great value in direct collaboration and communication between the City's public safety departments and the public; and

WHEREAS the City desires to create a Public Safety Advisory Commission to provide advice to and to consult with the Orem Fire Department and the Orem Police Department ("Public Safety Departments").

WHEREAS the Public Safety Advisory Commission shall not act as a commission established pursuant to Utah Code § 10-3-913(5) but instead shall act in an informational and advisory capacity to the Public Safety Departments as more specifically set forth herein; and

WHEREAS the matter having been submitted and the City Council having fully considered the request as it relates to the health, safety, and general welfare of the City; and

WHEREAS the City Council finds that enacting the ordinance is in the best interest of the City and necessary to protect and preserve the health, welfare and safety of citizens in general.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH, AS FOLLOWS:

1. The City Council hereby enacts Article 2-35 to the Orem City Code creating a Public Safety Advisory Commission as shown in Exhibit A which is attached hereto and incorporated herein by reference.

2. If any parts of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.

3. All other ordinances, policies and resolutions in conflict herewith are hereby repealed.

4. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

PASSED, APPROVED and ORDERED PUBLISHED this 26th day of January 2021.

Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Jeff Lambson	□	□	□
Debby Lauret	□	□	□
Tom Macdonald	□	□	□
Terry Peterson	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

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EXHIBIT A

DRAFT

Article 2-35. Public Safety Advisory Commission

Contents:

- 2-35-1. Commission established.
- 2-35-2. Duties and Responsibilities.
- 2-35-3. Membership of Commission.
- 2-35-4. Appointment.
- 2-35-5. Term of Office.
- 2-35-6. Removal and Vacancy.
- 2-35-7. Voting.
- 2-35-8. Meetings.
- 2-35-9. Staff Assignments.
- 2-35-10. Compensation.
- 2-35-11. Recommendations.

2-35-1. Commission established.

The Public Safety Advisory Commission of the City of Orem (referred to as the "Commission" in this Article) is hereby established.

2-35-2. Duties and Responsibilities.

The Commission shall act in an advisory capacity to the Orem Police Department and the Orem Fire Department (collectively “Public Safety”), shall periodically report to the City Council, and shall have the following duties and responsibilities:

A. To provide support, encouragement and citizen input regarding community needs related to Public Safety.

B. To study, advise and give input on the development of a general philosophy related to Public Safety.

C. To analyze and evaluate community expectations of police, fire, and emergency services delivery.

D. To increase citizen awareness through community engagement, improved transparency and improved accountability.

DRAFT

E. To assist in fostering positive and open communication with the community and to enhance the community's trust.

F. To assist in and advise Public Safety about issues involving community emergency response preparedness.

G. An additional goal of the Commission to attempt to involve and represent the diverse Orem community.

2-35-3. Membership of Commission.

The Commission shall consist of seven (7) members. A member of the City Council shall be appointed to act as a liaison between the Commission and the City Council, but the City Council liaison shall not be considered a member of the Commission and shall not vote.

2-35-4. Appointment.

A. Two (2) Commission members shall be appointed by the Chief of Police, two (2) Commission members shall be appointed by the Fire Chief, and the Mayor, with the advice and consent of the City Council, shall appoint three (3) Commission members.

B. Commission members must be residents of the City of Orem.

C. Commission members must be registered voters with no felonious or violent criminal history.

D. Commissioners will be expected to attend commission-oriented police and fire training to familiarize themselves with Public Safety.

2-35-5. Term of Office.

A. The term of office for Commission members shall be three (3) years.

B. Commission members may be appointed for additional terms.

C. The term of the City Council representative serving as liaison to the Commission shall be determined by the Mayor.

E. Each term shall continue until a successor is chosen and qualified, except in the case of the member's death, resignation, removal or disqualification from holding office. In such cases, the vacancy shall be filled as set forth in section 2-10-6.

2-35-6. Removal and Vacancy.

A. Any member of the Commission may be removed from office if the commissioner no longer meets the qualifications listed in section 2-10-4.

B. A member's office automatically becomes vacant if the member establishes residence outside of the City, or lives outside of City boundaries for a continuous period of more than sixty (60) days.

C. A member's office may become vacant if the member misses more than twenty-five percent (25%) of the Commission's scheduled meetings during any twelve month period.

D. Vacancies shall be filled for the unexpired term of any member whose office becomes vacant.

E. Vacancies occurring other than through the expiration of a regular term shall be filled in the same manner as the appointment of a member as outlined in Section 2-10-4.

2-35-7. Voting.

A. Each member of the Commission shall have one (1) vote.

B. A quorum shall consist of a majority of the appointed members of the Commission, with a minimum of four (4) members. No meeting is official unless a quorum of members is present.

C. The minimum number of votes required to take any action shall be a majority of those present at the meeting, provided there is a quorum, but shall never be less than four (4).

2-35-8. Meetings.

A. The Commission shall select one of its members to be Chairperson. The Chairperson shall conduct all meetings and shall serve for one (1) year. Elections for Chairperson shall be held annually. A Chairperson may serve consecutive terms.

B. The Commission shall meet at least quarterly and, with the approval of the Fire Chief and the Police Chief, may meet more often if necessary.

C. Commission business and discussion shall be conducted in open public meetings in accordance with legal requirements and City policies.

D. The Commission shall keep written or electronic minutes for each of its meetings. The minutes shall be reviewed for approval at the following Commission meeting.

E. The Commission may adopt by-laws, rules or procedures for the transaction of its business.

F. The Commission may establish sub-committees to help carry out its responsibilities.

G. The Police Chief and the Fire Chief (or their designees) shall attend all meetings.

2-35-9. Staff Assignments.

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The Fire and Police Chiefs shall appoint appropriate staff support for the Commission.

2-35-10. Compensation.

A. Members of the Commission shall serve without monetary compensation.

B. Members may be compensated for reasonable expenses incurred for official responsibilities, if approved by the City Manager.

2-35-11. Recommendations.

The Chairperson of the Commission shall report to the City Council on an annual basis and may, from time to time, present recommendations to Public Safety and the City Council which have been approved by the Commission.

DRAFT

Agenda Item No: 9.1

City Council Agenda Item Report

Meeting Date: January 26, 2021
Submitted by: Jake Harding
Submitting Department: Development Services
Item Type: Ordinance
Agenda Section:

Subject:
PUBLIC HEARING
ORDINANCE – Amending Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code by changing Development Services and Administrative Services to Finance

Suggested Action:
The Planning Commission recommends that the City Council, by ordinance, amend Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code.

Presenter:
Jason Bench

Background:

Potentially Affected Area:
Citywide

Attachments:
22-14-15 BL Dept Updates.docx

Planning Commission_Minutes_11.4.2020.docx

Ordinance-BusinessLicense-FinanceDepartment.docx

Agenda-BusinessLicense-FinanceDepartment.docx

CHAPTER 22. ZONING

Article 22-14. Supplementary Regulations

22-14-15. Home Occupation Requirements.

A. No home occupation shall be conducted without first obtaining a home occupation permit pursuant to this Chapter and a business license pursuant to this chapter and the Orem City Code chapter regulating businesses.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0009, Amended, 2/27/2001; Ord. No. O-01-0021, Amended, 06/12/2001; Ord. No. O-03-0029, Amended, 9/9/2003)

B. The ~~Development Services~~ **Finance** Director may grant a home occupation permit in the residential zones, provided the use applied for meets each and every one of the standards set forth in this Section.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0009, Amended, 2/27/2001; Ord. No. O-01-0021, Amended, 06/12/2001; Ord. No. O-03-0029, Amended, 9/9/2003)

C. A home occupation permit shall be obtained from the ~~Development Services~~ **Finance** Department before such home occupation is established. The permit shall have an annual fee established by resolution of the City Council.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0009, Amended, 2/27/2001; Ord. No. O-01-0021, Amended, 06/12/2001; Ord. No. O-03-0029, Amended, 9/9/2003)

D. **Home Occupations**. As a matter of public policy, commercial and industrial activities should be conducted in zones where such activities are specifically permitted. Except as otherwise specifically provided, it shall be unlawful to conduct a business or occupation in a residential dwelling unless a home occupation permit has been issued by the City. The Director of ~~Development Services~~ **Finance** may issue a home occupation permit to allow limited business activities to be conducted within a residential dwelling located in any zone in the City if the following requirements are met:

1. A business license has been issued for the home occupation pursuant to CHAPTER 12 and the permitted pays an annual business license fee in an amount established by resolution of the City Council.

12-1-2 Definitions

Director shall mean the Director of the ~~Administrative Services~~ **Finance** Department or his designee.

(Ord. No. O-2018-0028, amended 10/9/2018)

12-3-1. Application.

A. An applicant for a business license shall submit to the ~~Administrative Services~~ **Finance** Department a completed application along with all fees and any other information, including appropriate registration numbers, reasonably required by the City.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-98-0005, Amended, 01/27/1998; Ord. No. O-2012-0010, Amended 04/10/2012; Ord. No. O-2018-0028, Amended 10/9/2018)

12-4-1 Powers & Duties of Police

B. In addition to sworn police officers, any employee of the Police Department, the Fire Department, or the ~~Administrative Services~~ **Finance** Department shall have the powers set forth in subparagraph (A)(1) above.

(Ord. No. 661, Revised, 04/10/90; Ord. No. O-98-0005, Amended, 01/27/98; Ord. No. O-2012-0010, Amended 04/10/2012; Ord. No. O-2017-0005, Amended 02/28/2017; Ord. No. O-2018-0028, Amended 10/9/2018)

12-5-8 Solicitors

B. **Definitions**. For the purposes of this Section, the following definitions shall apply:

1. **Applicant** means a person that applies for a Certificate of Registration.
2. **Application** means the form provided by the City to apply for a Certificate of Registration or the process of applying for a Certificate of Registration.
3. **Certificate of Registration** means the written authorization to engage in commercial solicitation from the ~~Administrative Services~~ **Finance** Department or their designee (hereinafter the "Director").

(Ord. No. O-2018-0028, Amended 10/9/2018)

Effective on: 10/9/2018

12-7-39. Appeal procedures.

B. Filing of an appeal must be within ten (10) days of the date of service of the notice of any denial, qualified approval, suspension, revocation, or civil fine. Upon receiving the notice of such appeal, the business licensing authority shall schedule a hearing before the ~~Administrative Services~~ **Finance** Department within twenty (20) days from the date of the appeal unless such time shall be extended for good cause.

(Ord. No. O-92-009, Enacted, 05/26/92; Ord. No. O-2018-0028, Amended 10/9/2018

CITY OF OREM
PLANNING COMMISSION MEETING MINUTES
November 4, 2020

The following items are discussed in these minutes:

- Amending Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code by changing Development Services and Administrative Services to Finance. - Positive recommendation to City Council.

STUDY SESSION

Cancelled.

REGULAR MEETING

NOTICE OF ALL-ELECTRONIC MEETING
To minimize the potential spread of COVID-19, and as authorized by Utah Governor Gary Herbert's March 18, 2020 Executive Order, the Orem City Planning Commission meeting on November 4, 2020 will be an all-electronic meeting. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically. You can view the meeting live at orem.org/meetings. If you want to make a comment, please use: orem.org/comments or PlanningCommissionPublicComments@orem.org

Comments will be accepted before and during the meeting. All comments received will be read into the record during the live meeting. Once an item has been voted on, that item will be closed to additional comments. Thank you for your cooperation during these challenging times.

Place: Orem City Council Chambers - Electronic

At **4:30 p.m.** Chair Cochran called the Planning Commission meeting to order and asked Mr. Staker, Planning Commission member, to offer the invocation. After the invocation, he made the following statement: "I Mickey Cochran, as Chairman of the Orem City Planning Commission, make the following determinations: 1. Under current conditions, conducting an Orem City Planning Commission meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. 2. This determination is based on the facts that (1) COVID-19 is a worldwide pandemic threatening the health and safety of the residents of Orem; (2) the State of Utah has determined that people should maintain social distancing of at least six feet to help mitigate the spread of COVID-19."

Those present: Mickey Cochran, Planning Commission Chair; Camille Jensen, Barry Roberts, Haysam Sakar, Ross Spencer, Mike Staker, Planning Commission members; Terry Peterson, City Council Liaison; Ryan L. Clark, Development Services Director; Jason W. Bench, Planning Division Manager; Jake Harding and Cheryl Vargas, Associate Planners; Grant Allen, Long Range Planner; Brady Hale, Traffic Engineer; Steve Earl, Legal Counsel via zoom.

Those excused: Carl Cook, Planning Commission member; Matt Taylor, Long Range Planners; Sam Kelly, City Engineer; David Lund, Staff Engineer.

Chair Cochran asked Mr. Bench to introduce **Agenda Item 3.1**:

Agenda Item 3.1 is a request by Business Licensing for the City to amend Sections 22- 14-15, 12-1-2, 12-3-1, 12-4-1, 12-5-8 and 12-7-39 of the Orem City Code by changing the approval authority from Development Services and Administrative Services to the Finance Department.

Staff Presentation: The Administrative Services Department was renamed as the Finance Department and this recommendation would update the code to the current configuration. Also, Business Licensing who issues the home occupation permits has been moved from Development Services to Administrative Services (Finance Department).

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the City Council to amend City amend Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code.

There was no discussion on the item.

Planning Commission Action: Mr. Roberts moved to forward a positive recommendation to the City Council to amend City amend Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code. Ms. Jensen seconded the motion. Those voting aye: Mickey Cochran, Camille Jensen, Barry Roberts, Haysam Sakar, Ross Spencer, and Mike Staker. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING ARTICLE 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) AND 12-7-39(B) OF THE OREM CITY CODE BY SUBSTITUTING THE FINANCE DEPARTMENT IN PLACE OF ADMINISTRATIVE SERVICES AND DEVELOPMENT SERVICES AS THE ENTITY RESPONSIBLE FOR PROCESSING BUSINESS LICENSES

WHEREAS on October 5, 2020, Business Licensing filed an application requesting the City Council amend Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code by substituting the Finance Department in place of Development Services and Administrative Services as the entity responsible for processing licenses; and

WHEREAS a public meeting considering the subject application was held by the Planning Commission on November 4, 2020 and the Planning Commission recommended the City Council approve the proposed amendments; and

WHEREAS a public hearing considering the subject application was held by the City Council on January 12, 2021; and

WHEREAS the agenda of the City Council meeting at which the subject application was heard was posted at the Orem Public Library, on the Orem City webpage and at the City offices at 56 North State Street; and

WHEREAS the matter having been submitted and the City Council having fully considered the request as it relates to the health, safety, and general welfare of the City; and the special conditions applicable to the request.

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

1. The City Council finds this request is in the best interest of the City because it will update the affected ordinances to reflect the current name of the Finance Department which currently processes business licenses.
2. The City Council hereby amends Article 22-14-15(B), 22-14-15(C), 22-14-15(D), 12-1-2, 12-3-1(A), 12-4-1(B), 12-5-8(B)(3) and 12-7-39(B) of the Orem City Code by substituting the Finance Department in place of Development Services and Administrative Services as the entity that processes business licenses as shown in Exhibit “A” which is attached hereto and incorporated herein by reference.

3. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.
4. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this resolution.

PASSED, APPROVED and ORDERED PUBLISHED this **12th** day of **January 2021**

_____
Richard F. Brunst, Jr., Mayor

ATTEST:

_____
JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Jeff Lambson	□	□	□
Debby Lauret	□	□	□
Tom Macdonald	□	□	□
Terry Peterson	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

Exhibit “A”

CODE OF ORDINANCES

CHAPTER 22. ZONING

Article 22-14. Supplementary Regulations

B. 22-14-15. Home Occupation Requirements.

A. No home occupation shall be conducted without first obtaining a home occupation permit pursuant to this Chapter and a business license pursuant to this chapter and the Orem City Code chapter regulating businesses.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0009, Amended, 2/27/2001; Ord. No. O-01-0021, Amended, 06/12/2001; Ord. No. O-03-0029, Amended, 9/9/2003)

B. The ~~Development Services~~ **Finance** Director may grant a home occupation permit in the residential zones, provided the use applied for meets each and every one of the standards set forth in this Section.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0009, Amended, 2/27/2001; Ord. No. O-01-0021, Amended, 06/12/2001; Ord. No. O-03-0029, Amended, 9/9/2003)

C. A home occupation permit shall be obtained from the ~~Development Services~~ **Finance** Department before such home occupation is established. The permit shall have an annual fee established by resolution of the City Council.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0009, Amended, 2/27/2001; Ord. No. O-01-0021, Amended, 06/12/2001; Ord. No. O-03-0029, Amended, 9/9/2003)

D. **Home Occupations**. As a matter of public policy, commercial and industrial activities should be conducted in zones where such activities are specifically permitted. Except as otherwise specifically provided, it shall be unlawful to conduct a business or occupation in a residential dwelling unless a home occupation permit has been issued by the City. The Director of ~~Development Services~~ **Finance** may issue a home occupation permit to allow limited business activities to be conducted within a residential dwelling located in any zone in the City if the following requirements are met:

1. A business license has been issued for the home occupation pursuant to CHAPTER 12 and the permitted pays an annual business license fee in an amount established by resolution of the City Council.

12-1-2 Definitions

Director shall mean the Director of the ~~Administrative Services~~ **Finance** Department or his designee.

(Ord. No. O-2018-0028, amended 10/9/2018)

C. 12-3-1. Application.

A. An applicant for a business license shall submit to the ~~Administrative Services~~ **Finance** Department a completed application along with all fees and any other information, including appropriate registration numbers, reasonably required by the City.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-98-0005, Amended, 01/27/1998; Ord. No. O-2012-0010, Amended 04/10/2012; Ord. No. O-2018-0028, Amended 10/9/2018)

12-4-1 Powers & Duties of Police

B. In addition to sworn police officers, any employee of the Police Department, the Fire Department, or the ~~Administrative Services~~ **Finance** Department shall have the powers set forth in subparagraph (A)(1) above.

(Ord. No. 661, Revised, 04/10/90; Ord. No. O-98-0005, Amended, 01/27/98; Ord. No. O-2012-0010, Amended 04/10/2012; Ord. No. O-2017-0005, Amended 02/28/2017; Ord. No. O-2018-0028, Amended 10/9/2018)

12-5-8 Solicitors

D. **Definitions**. For the purposes of this Section, the following definitions shall apply:

1. **Applicant** means a person that applies for a Certificate of Registration.
2. **Application** means the form provided by the City to apply for a Certificate of Registration or the process of applying for a Certificate of Registration.
3. **Certificate of Registration** means the written authorization to engage in commercial solicitation from the ~~Administrative Services~~ **Finance** Department or their designee (hereinafter the "Director").

(Ord. No. O-2018-0028, Amended 10/9/2018)

Effective on: 10/9/2018

E. 12-7-39. Appeal procedures.

B. Filing of an appeal must be within ten (10) days of the date of service of the notice of any denial, qualified approval, suspension, revocation, or civil fine. Upon receiving the notice of such appeal, the business licensing authority shall schedule a hearing before the ~~Administrative Services~~ **Finance** Department within twenty (20) days from the date of the appeal unless such time shall be extended for good cause.

(Ord. No. O-92-009, Enacted, 05/26/92; Ord. No. O-2018-0028, Amended 10/9/2018

Agenda Item No: 9.2

City Council Agenda Item Report

Meeting Date: January 26, 2021
Submitted by: Cheryl Vargas
Submitting Department: Development Services
Item Type: Resolution
Agenda Section:

Subject:
RESOLUTION – Site plan approval of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.

Suggested Action:
The Planning Commission recommends the City Council, by resolution, approve the site plan of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.

Presenter:
Jason Bench

Background:

Potentially Affected Area:
Sunset Heights West

Attachments:
Agenda-SitePlan-SpringwaterPointe.docx

Vicinity Map.pdf

Map.pdf

Existing Site Plan.pdf

Proposed Site Plan.pdf

Existing Plat.pdf

Proposed Plat.pdf

Landscaping Plan.pdf

Elevations.pdf

Street View.pdf

20210105_1_MailerFront2.pdf

20210105_2_MailerBack.pdf

20210105_2_Labels.docx

PC Minutes - Springwater Pointe at Sleepy Ridge 1.13.21.docx

Resolution-SitePlan-SpringwaterPointe.docx

CITY OF OREM CITY COUNCIL MEETING JANUARY 26, 2020	
REQUEST:	**6:00 P.M. SCHEDULED ITEM** **RESOLUTION** – Approving the site plan for Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.
APPLICANT:	TriCo Construction
FISCAL IMPACT:	None

NOTICES:
-Posted in 2 public places
-Posted on City webpage
-Posted on the State noticing website
-Faxed to newspapers
- Noticed 87 property owners within 500 ft of the property.

SITE INFORMATION:
General Plan Designation: **Medium Density Residential**
Current Zone: **PD15**
Acreage: **1.82**
Neighborhood: **Sunset Heights West**

PLANNING COMMISSION RECOMMENDATION
7-0 for Approval

PREPARED BY:
Cheryl Vargas
Associate Planner

REQUEST: The applicant requests the City Council approve the site plan of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.

BACKGROUND: On May 22, 2019, the site plan for Golden Pond at Sleepy Ridge Phase 7 was approved by the City Council with eight twin home units. Units 1-6 were approved as two-story twin homes (33'-3" high) and Units 7-8 were approved at one story units (24'-8" high). These units are currently under construction with no changes proposed.

The applicant now desires to amend the existing site plan to create three additional units, Units 9-11, to the south of the site. The three new units will be two-story with an overall height of thirty-three feet three inches (33'-3"). The overall density of the revised site plan will be 5.88 units per acre. The PD15 zone, Area C, allows a density of eight (8) units per acre.

Access to the development will no longer be from Golden Pond Way as previously approved, but from a new access at Sleepy Ridge Drive at approximately 1850 West 1000 South. A new Homeowners' Association (HOA) "Springwater Pointe at Sleepy Ridge" will created for the development and it will not be a part of the existing HOA.

The proposed buildings will be stucco and brick/rock front. The roof will be architectural shingles and standing seam metal roof accent. At 33'-3", the height is under the maximum height of 35' allowed in the PD15 zone.

Each unit will have the required two spaces and there will be seven visitor parking spaces (one-half space is required for each dwelling). No parking will be allowed in the emergency vehicle turn around area.

The proposed landscaping and overall plan comply with the requirements of the PD15 zone for deciduous trees, evergreen trees, shrubs and grasses.

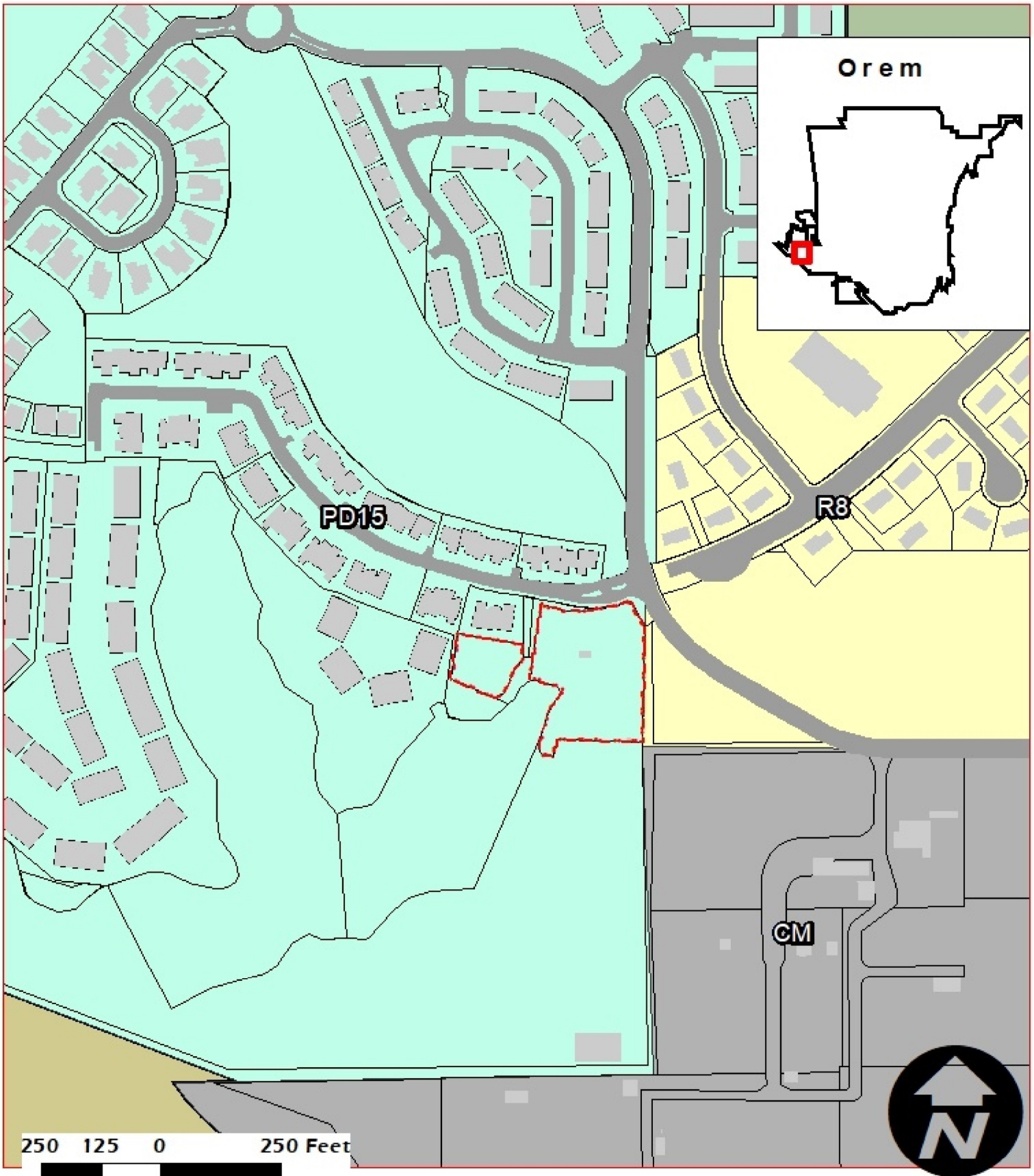
Access from Sleepy Ridge Drive will require the installation of a small public street (Springwater Lane) across a portion of city property. The new street will be installed by the developer. Revisions to the golf course including the relocation of a tee box and additional landscaping around the new street will be installed by the golf course management team.

The City Council is the final approving authority for the site plan.

RECOMMENDATION: The Planning Commission recommends the City Council, by resolution, approve the site plan of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.


Springwater Drive
1840 West
Springwater Drive
Sleepy Ridge Drive
Golden Pond Way
1925 West

Springwater Pointe at Sleepy Ridge

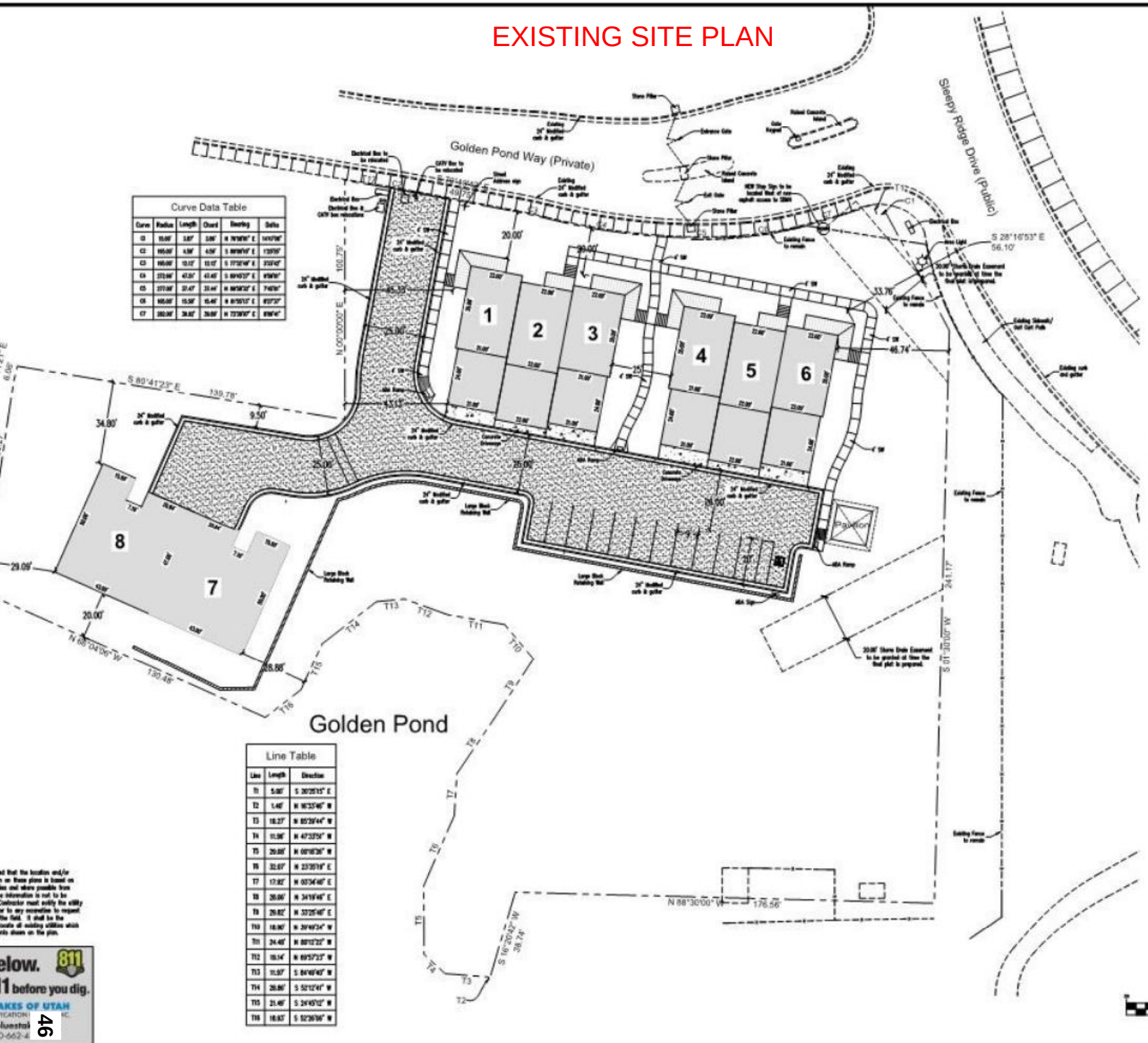


Preliminary Plat
PD15
1.82 Acres

NEIGHBORHOOD
Sunset Heights West

Legend
1900 W Golden Pond Way
Buildings
Parcels

EXISTING SITE PLAN



NOTE

"This area is subject to the normal, everyday sounds, odors, sights, equipment, facilities, pests, and any other aspects associated with agricultural lifestyle. Future residents shall also recognize the proximatey of the Orem City Sewer Treatment Plant."

Property Owner:

Darrell Clegg

Developer:

Boyd Brown
2121 South McClelland St. Suite 201
Salt Lake City, Utah 84106
801-326-8849
801-326-8801 (fax)
boyd@kw.com

Engineer:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Site Data:

Zone = PD-15
Total Area = 82,594 sq. ft. 1.90 acres
8 Units Proposed
Total Building Area = 11,650 sq.ft.
Parking Requirements = 2.5 spaces/Unit
Spaces required = 20
Spaces provided = 28 (1 ADA)

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

811 before you dig.

PROPOSED SITE PLAN

NORTH
1" = 20'

Curve Data Table					
Curve	Radius	Length	Chord	Bearing	Delta
C1	195.00'	4.59'	4.59'	N 80°00'10" W	1°20'55"
C2	15.00'	3.87'	3.86'	S 76°58'01" W	14°47'06"
C3	282.00'	39.92'	39.89'	S 73°38'07" W	8°06'41"
C4	105.00'	15.50'	15.49'	S 81°55'13" W	8°27'37"
C5	277.00'	37.47'	37.44'	S 89°58'32" W	7°45'01"
C6	272.66'	47.51'	47.45'	N 80°45'27" W	9°59'01"
C7	195.00'	12.12'	12.12'	N 77°32'49" W	3°33'42"

Golden Pond Way (Private)

Sleepy Ridge Drive (Public)

Golden Pond

Sleepy Ridge Golf Course

Pavilion

Lot 1
0.00 AC
0 sq.ft.

New Golf Course Improvements (by others)

Property Owner:

SSKR Development LLC

Developer:

Tri Co Realty & Investment
Steve Tripp
194 W 12650 South Suite 100
Draper, utah 84020
801-571-8833 x3 (office)
801-301-7621 (cell)
stephenjr@tricoinc.com

Engineer:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Site Data:

Zone = PD-15
Total Area = 81,577 sq. ft. 1.87 acres
11 Units Proposed
Total Building Area = 18,976 sq.ft.
Parking Requirements = 2.5 spaces/Unit
Spaces required = 28
Spaces provided = 51 (1 ADA)

2 Covered per unit
2 in driveways per unit
7 Visitor parking

CAUTION!!! Notice to contractors

The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and where possible from measurements taken in the field. the information is not to be considered exact or complete. The Contractor must notify the utility location center at least 48 hours prior to any excavation to request the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plan.

Know what's below. 811
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

NOTE

"This area is subject to the normal, everyday sounds, odors, sights, equipment, facilities, pests, and any other aspects associated with agricultural lifestyle. Future residents shall also recognize the proximatey of the Orem City Sewer Treatment Plant."

GRAPHIC SCALE
20 0 10 20 40 60
(IN FEET)
1 inch = 20 ft.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Springwater Pointe at Sleepy Ridge
Orem Utah

Site Plan

Revisions

Date	12-28-2020
Scale	1" = 20'
By	TD
Tracing No.	L -

Sheet No.
C - 2.0

PROPOSED SITE PLAN

NORTH
1" = 20'

Public Roadway
Cross Section

Private Roadway
Cross Section

Sleepy Ridge Drive (Public)

Golden Pond

Sleepy Ridge Golf Course

Orem City Sewer
Treatment Plat

CAUTION!!! Notice to contractors

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All improvements and changes to the golf course will be coordinated with Golden Holt and Orem City.

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

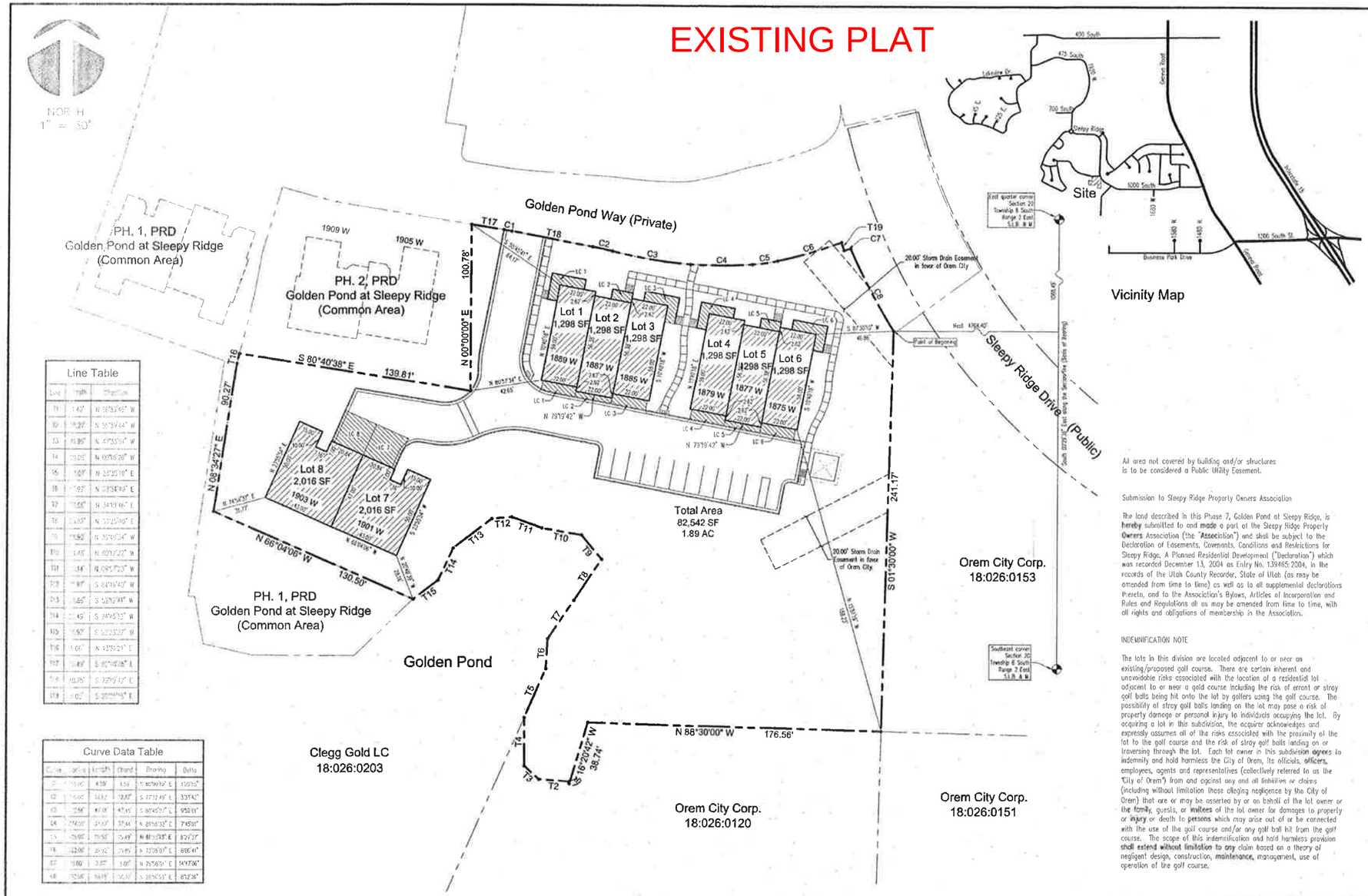
Springwater Pointe at Sleepy Ridge
Site Plan
Orem Utah

Revisions

Date
12-28-2020
Scale
1" = 20'
By
TD
Tracing No.
L -

Sheet No.
C - 2.1

EXISTING PLAT



Line Table		
Line	Length	Direction
T1	1.40'	N 58°53'45" W
T2	19.22'	N 55°39'44" W
T3	19.85'	N 47°33'51" W
T4	20.05'	N 69°16'28" W
T5	1.60'	N 23°35'19" E
T6	1.93'	N 23°35'19" E
T7	1.55'	N 34°19'46" E
T8	1.55'	N 34°19'46" E
T9	1.55'	N 33°25'40" E
T10	1.55'	N 39°34'34" W
T11	1.48'	N 80°12'22" W
T12	1.34'	N 69°57'23" W
T13	1.34'	S 84°19'43" W
T14	1.60'	S 52°27'27" W
T15	1.45'	S 24°43'12" W
T16	1.60'	S 13°51'21" E
T17	1.40'	S 58°53'45" E
T18	10.75'	S 70°04'51" E
T19	1.60'	S 69°16'28" E

Curve Data Table					
Curve	Length	Radius	Chord	Bearing	Delta
C1	15.70'	10.00'	14.14'	S 45°30'00" E	90°00'00"
C2	15.70'	10.00'	14.14'	S 44°30'00" W	90°00'00"
C3	23.56'	15.00'	21.21'	S 45°30'00" W	90°00'00"
C4	23.56'	15.00'	21.21'	N 44°30'00" W	90°00'00"
C5	23.56'	15.00'	21.21'	N 45°30'00" E	90°00'00"
C6	23.56'	15.00'	21.21'	S 44°30'00" E	90°00'00"
C7	15.70'	10.00'	14.14'	S 45°30'00" E	90°00'00"
C8	15.70'	10.00'	14.14'	S 44°30'00" W	90°00'00"

Private Area
Limited Common Area
Common Area

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

All area not covered by building and/or structures is to be considered a Public Utility Easement.

Submission to Sleepy Ridge Property Owners Association

The land described in this Phase 7, Golden Pond at Sleepy Ridge, is hereby submitted to and made a part of the Sleepy Ridge Property Owners Association (the "Association") and shall be subject to the Declaration of Easements, Covenants, Conditions and Restrictions for Sleepy Ridge, A Planned Residential Development ("Declaration") which was recorded December 13, 2004 as Entry No. 139465:2004, in the records of the Utah County Recorder, State of Utah (as may be amended from time to time) as well as to all supplemental declarations thereto, and to the Association's Bylaws, Articles of Incorporation and Rules and Regulations all as may be amended from time to time, with all rights and obligations of membership in the Association.

INDEMNIFICATION NOTE

The lots in this division are located adjacent to or near an existing/proposed golf course. There are certain inherent and unavoidable risks associated with the location of a residential lot adjacent to or near a golf course including the risk of errant or stray golf balls being hit onto the lot by golfers using the golf course. The possibility of stray golf balls landing on the lot may pose a risk of property damage or personal injury to individuals occupying the lot. By acquiring a lot in this subdivision, the acquirer acknowledges and expressly assumes all of the risks associated with the proximity of the lot to the golf course and the risk of stray golf balls landing on or traversing through the lot. Each lot owner in this subdivision agrees to indemnify and hold harmless the City of Orem, its officials, officers, employees, agents and representatives (collectively referred to as the "City of Orem") from and against any and all liabilities or claims (including without limitation those alleging negligence by the City of Orem) that are or may be asserted by or on behalf of the lot owner or the family, guests, or invitees of the lot owner for damages to property or injury or death to persons which may arise out of or be connected with the use of the golf course and/or any golf ball hit from the golf course. The scope of this indemnification and hold harmless provision shall extend without limitation to any claim based on a theory of negligent design, construction, maintenance, management, use of operation of the golf course.

Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a registered Land Surveyor and that I hold a license, Certificate No. 147089, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge.

Boundary Description

Commencing at a point South 00°29'39" East along the Section line 1068.49 feet and West 1764.40 feet from the East quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 01°30'00" West 241.17 feet; thence North 82°30'00" West 176.56 feet; thence South 16°20'42" West 38.74 feet; thence North 16°31'46" West 1.40 feet; thence North 86°39'44" West 18.27 feet; thence North 47°33'51" West 11.98 feet; thence North 00°18'26" West 29.08 feet; thence North 23°35'19" East 32.07 feet; thence North 03°34'40" East 17.92 feet; thence North 34°19'46" East 28.06 feet; thence North 33°25'40" East 29.82 feet; thence North 39°45'34" West 18.90 feet; thence North 80°12'22" West 24.45 feet; thence North 69°57'23" West 19.14 feet; thence South 84°45'43" West 11.97 feet; thence South 52°12'41" West 28.86 feet; thence South 24°43'12" West 21.49 feet; thence South 52°12'27" West 18.92 feet more or less to Phase 1 Golden Pond at Sleepy Ridge Planned Residential Development; thence along said Planned Residential Development as follows: North 66°04'06" West 130.50 feet, North 08°34'27" East 90.27 feet, North 13°51'21" East 6.06 feet to the Southwest corner of Phase 7, Golden Pond at Sleepy Ridge, Planned Residential Development; thence along said Golden Pond at Sleepy Ridge Phase 2, Planned Residential Development as follows: South 80°40'38" East 139.81 feet, North 00°00'00" East 100.78 feet more or less to Golden Pond Way; thence along Golden Pond Way as follows: South 80°40'38" East 19.49 feet, along the arc of a 195.00 foot radius curve to the right 4.59 feet (chord bears South 80°06'10" East 4.59 feet), South 79°19'42" East 49.75 feet, along the arc of a 195.00 foot radius curve to the right 12.12 feet (chord bears South 77°32'49" East 12.12 feet), along the arc of a 272.00 foot radius curve to the left 47.51 feet (chord bears South 80°15'27" East 47.45 feet), along the arc of a 272.00 foot radius curve to the left 37.47 feet (chord bears North 89°58'32" East 37.44 feet), along the arc of a 195.00 foot radius curve to the left 15.50 feet (chord bears North 81°55'13" East 15.49 feet), along the arc of a 262.00 foot radius curve to the left 39.92 feet (chord bears North 73°38'07" East 39.89 feet), South 20°35'15" East 5.00 feet; thence along the arc of a 15.00 foot radius curve to the right 3.87 feet (chord bears North 76°58'01" East 3.86 feet); thence along the arc of a 392.00 radius curve to the left 56.15 feet (chord bears South 28°16'53" East 56.10 feet) to the point of beginning

Area = 82,580 sq ft. or 1.90 Acres

Basis of Bearing is South 00°29'39" East along the Section line from the Northeast corner to the East quarter corner of Section 20, Township 6 South, Range 2 East.

7/30/2020
Date

PROFESSIONAL LAND SURVEYOR (see seal below)

Owner's Certificate and Consent to Record

Know all men by these present that we, the undersigned Owners of the property described hereon and shown on this map, have caused the same to be subdivided into Lots, blocks, Private Roads , and easements and do hereby dedicate any public streets and other public areas as indicated hereon for the perpetual use of the public. Pursuant to Utah Code 10-9A-604(D), the owner hereby conveys the Common Area, including Private Roads as indicated hereon, to the Golden Pond at Sleepy Ridge, A Planned Residential Development, Home Owners Association, A Utah Non-Profit Corporation, with a registered address of PO Box 179, Lehi, Utah 84043.

In witness whereof we have hereunto set our hands this 30 day of July A.D. 2020

SSKR DEVELOPMENT LLC
by: Stephen E. Tripp – Managing Member

Acknowledgement

STATE OF UTAH } S.S.
COUNTY OF UTAH }

The foregoing instrument was acknowledged before me this 30 day of July 2020 by STEPHEN E. TRIPP who represented that he is the owner of the above-described property and has the authority to execute this instrument.

My Commission Number 710749

Signed (a Notary Public Commissioned in Utah)

My Commission Expires 03/01/24

ROGER D. DUDLEY
Print name of Notary

Utility Dedication

The above signed owner(s) of the Parcel of land which is shown upon the Plat of Phase 7, Golden Pond at Sleepy Ridge, Planned Residential Development, consent to the preparation and recordation of this Plat and does hereby offer and convey to all Public Utility Agency's and their successors and assigns a permanent easement and right of way as shown by the areas marked "Utility Easement", and "Private Streets", and "Common Area" on the within Plat for the construction and maintenance of public utilities and appurtenances, together with the right of access thereto. It is also hereby understood that all Units have a cross easement through each other for the placement of necessary utilities to serve adjacent units.

Reservation of Common Areas

The above signed owner(s), in recording this Plat of Phase 7, Golden Pond at Sleepy Ridge, Planned Residential Development, has designated certain areas of land as "Private Streets", and "Common Areas", intended for the use by the owners in Phase 7, Golden Pond at Sleepy Ridge, Planned Residential Development, for ingress, egress, recreation, and other related activities. The designated areas are not dedicated hereby for the use by the general public but are reserved for the common use and enjoyment of the owners in Phase 7, Golden Pond at Sleepy Ridge, Planned Residential Development, as more fully provided in the Declaration of Protective Easements, Covenants, Conditions and Restriction, applicable to Phase 7, Golden Pond at Sleepy Ridge, Planned Residential Development. Said Declaration is hereby incorporated and made part of this official plat and becomes effective upon the date that this Plat is recorded in the official records of Utah County, Utah. of this official plat and becomes effective upon the date that this plat is recorded in the official records of Utah County, Utah.

Planning Commission Approval

Approved this 22nd day of May 2020, by the Orem City Planning Commission.

Director-Secretary — Chairman, Planning Commission — Resolution No. Orch.SL-2019-0037

17199

Approved as to Form

City Attorney — Date 7/30/20

Occupancy Restriction Notice

The City of Orem has an Ordinance which restricts the occupancy of buildings within this subdivision. Accordingly, it is unlawful to occupy any building located within this subdivision without first having obtained a Certificate of Occupancy issued by the City.

Acceptance by the City of Orem

The City of Orem, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this 4th day of August A.D. 2020.

Approved: City Engineer — Approved: City Recorder

SURVEYOR'S SEAL — 7/30/20

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL — CITY OF OREM ENGINEERING DIVISION STATE OF UTAH

CLERK-RECORDER SEAL — CITY OF OREM CORPORATE SEAL STATE OF UTAH

Phase 7

ENT 115176:2020 Rec # 17199
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Aug 06 11:08 am FEE 66.00 BY MA
RECORDED FOR OREM CITY CORPORATION

Golden Pond at Sleepy Ridge

Planned Residential Development
Orem City, Utah County, Utah
Scale: 1" = 30 Feet

Sec 20 T6S R2E SLB&M
TV 040

PROPOSED PLAT

NORTH
1" = 30'

PH. 1, PRD
Golden Pond at Sleepy Ridge
(Common Area)

PH. 2, PRD
Golden Pond at Sleepy Ridge
(Common Area)

Golden Pond Way (Private)

Private Roadway

Sleepy Ridge Drive (Public)

Springwater Lane

Golden Pond

1 1,666 SF
2 1,540 SF
3 1,666 SF
4 1,666 SF
5 1,540 SF
6 1,666 SF
7 2,180 SF
8 2,181 SF
9 1,666 SF
10 1,540 SF
11 1,666 SF

1909 W
1905 W
1889 W
1887 W
1885 W
1879 W
1877 W
1875 W
1903 W
1901 W
1878 W
1876 W
1872 W

N 00°00'00" E 100.78'
S 80°40'38" E 139.81'
90.27'
N 08°34'27" E
N 66°04'06" W 130.50'
N 38°39'23" W 41.09'
N 88°30'00" W 99.64'
S 01°30'00" W 159.52'
S 44°47'18" W 112.18'
N 87°30'39" E 41.22'
N 84°26'20" E 65.24'
N 72°12'58" E 33.06'
N 17°53'14" E 34.46'
N 29°18'10" W 32.66'
N 42°57'47" W 36.10'
S 54°54'13" E 36.10'

Point of Beginning
West 1764.40'
1068.46'
S 89°30'15" W 34.28'
South 0°29'39" East along the Section line (Basis of Bearing)

East quarter corner
Section 20
Township 6 South
Range 2 East
S.L.B. & M.

Southeast corner
Section 20
Township 6 South
Range 2 East
S.L.B. & M.

20.00' Storm Drain Easement in favor of Orem City

20.00' Storm Drain Easement to be granted at time the final plat is prepared.

20.00' Storm Drain Easement to be granted at time the final plat is prepared.

Emergency Vehicle Turn-around Easement (No Parking Area)

"No Parking"

Point of Beginning for Turn-around Easement

25.00' 100yr. Overland Flow Storm Drain Easement in favor of Orem City.
(No structures or flatwork is permitted in Easement area. No slopes steeper than 3:1)

Point of Beginning for Overland Storm Drain Easement

Orem City Corp.
18:026:0153

Clegg Gold LC
18:026:0203

Orem City Corp.
18:026:0120

Orem City Corp.
18:026:0151

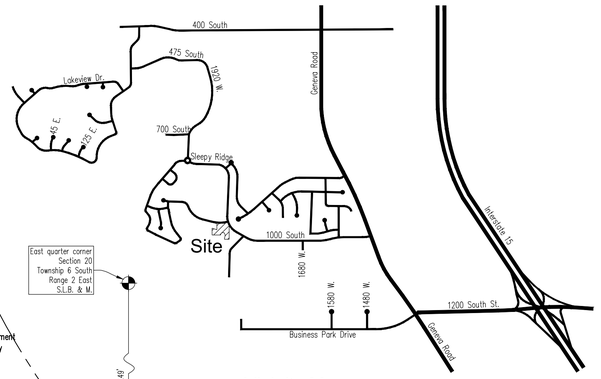
Line Table

Line	Length	Direction
T1	17.87'	N 12°20'49" W
T2	30.17'	N 38°04'58" W
T3	40.55'	N 67°58'51" W
T4	24.65'	S 52°23'27" W
T5	6.06'	N 13°51'21" E
T6	19.49'	S 80°40'38" E
T7	49.75'	S 79°19'42" E
T8	5.00'	S 20°25'15" E

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C1	195.00'	4.59'	4.59'	S 80°00'10" E	1°20'55"
C2	195.00'	12.12'	12.12'	S 77°32'49" E	3°33'42"
C3	272.66'	47.51'	47.45'	S 80°45'27" E	9°59'01"
C4	277.00'	37.47'	37.44'	N 89°58'32" E	7°45'01"
C5	105.00'	15.50'	15.49'	N 81°55'13" E	8°27'37"
C6	282.00'	39.92'	39.89'	N 73°38'07" E	8°06'41"
C7	15.00'	3.87'	3.86'	N 76°58'01" E	14°47'06"
C8	392.00'	56.15'	56.10'	S 28°16'53" E	8°12'26"

Vicinity Map



Private Area

Limited Common Area

Common Area

All area not covered by building and/or structures is to be considered a Public Utility Easement.

Emergency Vehicle Turn-around Easement granted in favor of Orem City.

Commencing at a point South 00°29'39" East along the Section line 1180.07 feet and West 1692.00 feet from the East quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 20°04'45"West 32.00 feet; thence along the arc of a 68.00 foot radius curve to the left 11.17 feet (chord bears North 74°37'35" West 11.15 feet); thence North 79°19'42"West 56.28 feet; thence along the arc of a 52.00 foot radius curve to the right 16.51 feet (chord bears North 70°13'51"West 16.44 feet); thence along the arc of a 48.00 foot radius curve to the left 15.24 feet (chord bears North 70°13'51"West 15.18 feet); thence North 79°19'42"West 20.22 feet; thence North 10°40'18"East 27.00 feet; thence South 79°19'42"East 13.72 feet; thence along the arc of a 28.00 foot radius curve to the left 48.46 feet (chord bears North 51°05'09"East 42.64 feet); thence North 01°30'00"East 6.53 feet; thence South 88°30'00"East 21.00 feet; thence South 01°30'00"West 18.97 feet; thence along the arc of a 28.00 foot radius curve to the right 39.50 feet (chord bears South 38°54'51"East 36.31 feet); thence South 79°19'42"East 16.01 feet; thence along the arc of a 100.00 foot radius curve to the right 16.42 feet (chord bears South 74°37'29"East 16.40 feet) to the point of beginning.

Overland Storm Drain Easement

Commencing at a point South 00°29'39" East along the Section line 1308.03 feet and West 1832.51 feet from the East quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°30'00" West 34.34 feet; thence North 44°47'18" East 137.23 feet; thence North 01°30'00" East 12.93 feet; thence South 79°19'42" East 40.90 feet; thence South 44°47'18" West 146.03 feet to the point of beginning.

Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Professional Land Surveyor and that I hold a license, Certificate No. 147089, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge.

Boundary Description

Commencing at a point South 00°29'39" East along the Section line 1068.49 feet and West 1764.40 feet from the East quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 01°30'00" West 159.52 feet; thence South 44°47'18" West 112.18 feet; thence North 88°30'00" West 99.64 feet; thence North 38°39'23" West 41.09 feet; thence North 12°20'49" West 17.87 feet; thence North 38°04'58" West 30.17 feet; thence North 67°58'51" West 40.55 feet; thence South 52°23'27" West 24.65 feet; thence North 66°04'06" West 130.50 feet, North 08°34'27" East 90.27 feet, North 13°51'21" East 6.06 feet to the Southwest corner of Phase 2, Golden Pond at Sleepy Ridge, Planned Residential Development; thence along said Golden Pond at Sleepy Ridge Phase 2, Planned Residential Development as follows: South 80°40'38" East 139.81 feet, North 00°00'00" East 100.78 feet more or less to Golden Pond Way, thence along Golden Pond Way as follows: South 80°40'38" East 19.49 feet, along the arc of a 195.00 foot radius curve to the right 4.59 feet (chord bears South 80°00'10" East 4.59 feet), South 79°19'42" East 49.75 feet, along the arc of a 195.00 foot radius curve to the right 12.12 feet (chord bears South 77°32'49" East 12.12 feet), along the arc of a 272.66 foot radius curve to the Left 47.51 feet (chord bears South 80°45'27" East 47.45 feet), along the arc of a 277.00 foot radius curve to the left 37.47 feet (chord bears North 89°58'32" East 37.44 feet), along the arc of a 105.00 foot radius curve to the left 15.50 feet (chord bears North 81°55'13" East 15.49 feet), along the arc of a 282.00 foot radius curve to the left 39.92 feet (chord bears North 73°38'07" East 39.89 feet), South 20°25'15" East 5.00 feet; thence along the arc of a 15.00 foot radius curve to the right 3.87 feet (chord bears North 76°58'01" East 3.86 feet); thence along the arc of a 392.00 radius curve to the left 56.15 feet (chord bears South 28°16'53" East 56.10 feet) to the point of beginning.

Area = 82,580 sq.ft. or 1.90 Acres

Basis of Bearing is South 00°29'39" East along the Section line from the Northeast corner to the East quarter corner of Section 20, Township 6 South, Range 2 East.

DATE

PROFESSIONAL LAND SURVEYOR
(see seal below)

Owner's Certificate and Consent to Record

Know all men by these present that we, the undersigned Owners of the property described hereon and shown on this map, have caused the same to be subdivided into Lots, blocks, Private Roads , and easements and do hereby dedicate any public streets and other public areas as indicated hereon for the perpetual use of the public. Pursuant to Utah Code 10-9A-904(D), the owner hereby conveys the Common Area, including Private Roads as indicated hereon, to the Springwater Pointe at Sleepy Ridge, A Planned Residential Development, Home Owners Association, A Utah Non-Profit Corporation, with a registered address of 194 West 12650 South, Suite 100, Draper, Utah 84020.

In witness whereof we have hereunto set our hands this ____ day of _____, A.D. 20__

SSKR DEVELOPMENT LLC

by: Stephen E. Tripp – Managing Member

Acknowledgement

STATE OF UTAH } S.S.
COUNTY OF UTAH }

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____, who represented that he is the owner of the above-described property and has the authority to execute this instrument.

My Commission Number _____

Signed (a Notary Public Commissioned in Utah)

My Commission Expires _____

Print name of Notary

Utility Dedication

The above signed owner(s) of the Parcel of land which is shown upon the Plat of Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, consent to the preparation and recordation of this Plat and does hereby offer and convey to all Public Utility Agency's and their successors and assigns a permanent easement and right of way as shown by the areas marked "Utility Easement", and "Private Streets", and "Common Area" on the within Plat for the construction and maintenance of public utilities and appurtenances, together with the right of access thereto. It is also hereby understood that all Units have a cross easement through each other for the placement of necessary utilities to serve adjacent units.

Reservation of Common Areas

The above signed owner(s), in recording this Plat of Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, has designated certain areas of land as "Private Streets", and "Common Areas", intended for the use by the owners in Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, for ingress, egress, recreation, and other related activities. The designated areas are not dedicated hereby for the use by the general public but are reserved for the common use and enjoyment of the owners in Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, as more fully provided in the Declaration of Protective Easements, Covenants, Conditions and Restriction, applicable to Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development. Said Declaration is hereby incorporated and made part of this official plat and becomes effective upon the date that this Plat is recorded in the official records of Utah County, Utah. of this official plat and becomes effective upon the date that this plat is recorded in the official records of Utah County, Utah.

Planning Commission Approval

Approved this ____ day of _____ , 20___, by the Orem City Planning Commission.

Director–Secretary | Chairman, Planning Commission | Resolution No.

Approved as to Form

City Attorney Date

Occupancy Restriction Notice

The City of Orem has an Ordinance which restricts the occupancy of buildings within this subdivision. Accordingly, it is unlawful to occupy any building located within this subdivision without first having obtained a Certificate of Occupancy issued by the City.

Acceptance by the City of Orem

The City of Orem, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this _____ day of _____, A.D. 20___.

Approved: _____ City Engineer

Approved: _____ City Recorder

Phase 1

Springwater Pointe at Sleepy Ridge

Including an Amendment of Phase 7, Golden Pond at Sleepy Ridge

Planned Residential Development

Orem City, Utah County, Utah

Scale: 1" = 30 Feet

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY–COUNTY ENGINEER SEAL	CLERK–RECORDER SEAL

Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

INDEMNIFICATION NOTE

The lots in this division are located adjacent to or near an existing/proposed golf course. There are certain inherent and unavoidable risks associated with the location of a residential lot adjacent to or near a gold course including the risk of errant or stray golf balls being hit onto the lot by golfers using the golf course. The possibility of stray golf balls landing on the lot may pose a risk of property damage or personal injury to individuals occupying the lot. By acquiring a lot in this subdivision, the acquirer acknowledges and expressly assumes all of the risks associated with the proximity of the lot to the golf course and the risk of stray golf balls landing on or traversing through the lot. Each lot owner in this subdivision agrees to indemnify and hold harmless the City of Orem, its officials, officers, employees, agents and representatives (collectively referred to as the "City of Orem") from and against any and all liabilities or claims (including without limitation those alleging negligence by the City of Orem) that are or may be asserted by or on behalf of the lot owner or the family, guests, or invitees of the lot owner for damages to property or injury or death to persons which may arise out of or be connected with the use of the golf course and/or any golf ball hit from the golf course. The scope of this indemnification and hold harmless provision shall extend without limitation to any claim based on a theory of negligent design, construction, maintenance, management, use of operation of the golf course.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
1-01	SODDED LAWN AREA	38,437 sf
1-02	PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. INSTALL 4" DEPTH OF WOOD MULCH OVER WEED BARRIER FABRIC.	2,841 sf
1-03	SURE-LOC ALUMINUM EDGING-INSTALL AS PER MANUFACTURER SPECIFICATION	133 lf

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Cercis canadensis / Eastern Redbud	B & B	2"Cal		9
	Tilia cordata `Greenspire` / Greenspire Littleleaf Linden	B & B	2"Cal		13
EVERGREEN TREES	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**	**QTY**
	Pinus nigra `Oregon Green` / Oregon Green Pine	B & B		7`	13
SHRUBS	**BOTANICAL / COMMON NAME**	**CONT**			**QTY**
Bm	Buxus microphylla japonica `Winter Gem` / Winter Gem Boxwood	5 gal			55
Pm	Pinus mugo `Compacta` / Dwarf Mugo Pine	5 gal			25
ANNUALS/PERENNIALS	**BOTANICAL / COMMON NAME**	**CONT**			**QTY**
Ls	Leucanthemum x superbum `Becky` / Shasta Daisy	1 gal			38
Sn	Salvia nemorosa `May Night` / May Night Sage	1 gal			108
GRASSES	**BOTANICAL / COMMON NAME**	**CONT**			**QTY**
Ca	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	1 gal			51

GENERAL LANDSCAPE NOTES:

1. MULCH. AFTER COMPLETION OF ALL PLANTING, ALL IRRIGATED NON-TURF AREAS SHALL BE COVERED WITH A MINIMUM FOUR INCH LAYER OF MULCH TO RETAIN WATER, INHIBIT WEED GROWTH, AND MODERATE SOIL TEMPERATURE. NONPOROUS MATERIAL SHALL NOT BE PLACED UNDER MULCH.
2. SOIL PREPARATION. SOIL PREPARATION WILL BE SUITABLE TO PROVIDE HEALTHY GROWING CONDITIONS FOR THE PLANTS AND TO ENCOURAGE WATER INFILTRATION AND PENETRATION. SOIL PREPARATION SHALL INCLUDE SCARIFYING THE SOIL TO A MINIMUM DEPTH OF SIX INCHES AND AMENDING THE SOIL WITH ORGANIC MATERIAL AS PER SPECIFIC RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT BASED ON SOIL CONDITIONS.
3. TURF GRASS. PLAN SHALL DELINEATE TURF GRASS AREAS AND BE ON A SEPARATE IRRIGATION ZONE FROM OTHER LANDSCAPE ZONES.
4. CONTRACTOR TO INSTALL PERMANENT UNDERGROUND IRRIGATION SYSTEM FOR LANDSCAPE PLANTING PLAN. CONTRACTOR SHALL PREPARE AN IRRIGATION PLAN TO BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLING IRRIGATION SYSTEM.
5. EROSION CONTROL NATIVE SEED MIX - REVEGETATE CONSTRUCTION AREAS IDENTIFIED ON PLAN WITH A NATIVE SEED MIX. CONTACT GRANITE SEED TO PROVIDE A SPECIFIC BLEND AND EROSION CONTROL PLAN FOR EXISTING NATIVE AREAS ON SITE.

LANDSCAPE DATA:
TOTAL TREES: 35

DECIDUOUS TREES REQUIRED: 4
DECIDUOUS TREES PROVIDED: 22

EVERGREEN TREES REQUIRED: 4
EVERGREEN TREES PROVIDED: 13

EVERGREEN SHRUBS REQUIRED: 64
EVERGREEN SHRUBS PROVIDED: 80

TURF (SOD) AREA:	38,437 SF
NON TURF AREA:	2,841 SF
TOTAL LANDSCAPE AREA:	41,278 SF

LANDSCAPE PLAN

ATTENTION: PRIOR TO PERFORMING ANY WORK ON THIS PLAN CONTRACTOR SHALL IDENTIFY THROUGH BLUESTAKES AND ON-SITE OBSERVATION ANY AND ALL UTILITIES AND HAZARDS OR CONDITIONS THAT MAY PREVENT WORK FROM BEING PERFORMED ACCORDING TO THESE PLANS ABOVE OR BELOW GROUND. IF CONDITIONS ARE FOUND THAT MAY PREVENT WORK FROM BEING PERFORMED AS PER PLAN, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY (I.E. ELECTRICAL, GAS, WATER,SEWER, ETC.).

ATTENTION: EVERY EFFORT HAS BEEN MADE TO ENSURE ACCURACY WITH THESE DRAWINGS. QUANTITIES (lf and sf) LISTED ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND QUANTITIES ON THESE PLANS. ARCHITECT SHALL NOT BE RESPONSIBLE FOR DISCREPANCIES BETWEEN QUANTITIES LISTED IN LEGENDS AND PLAN. WHERE DISCREPANCIES EXIST BETWEEN SPECIFICATIONS, DETAILS, AND/OR DRAWINGS, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. CONTRACTOR SHALL INSPECT THE SITE TO VERIFY THAT DRAWINGS ARE CONSISTENT WITH SURVEYED BASE INFORMATION. DURING CONSTRUCTION IF DISCREPANCIES ARE FOUND BETWEEN THESE PLANS AND THE SITE, CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

0' 20' 40' 80'
SCALE: 1" = 20' - 0" on 36" x 24" Sheet
NORTH

northland
Landscape Architecture + Land Planning
2230 N. University Pkwy. Bldg 9C - Provo, UT 84604
801.763.0179 office 801.763.0189 fax www.northlandesign.com

CITY SUBMITTAL - NOT FOR CONSTRUCTION

REVISIONS	DATE	BY

PROJECT NO: 20150824
DATE: 08 Oct 2020
DRAWN BY: RBS
REVIEWED BY: JF

ENGINEERS, SURVEYORS AND ASSOCIATES

Pond at Sleepy Ridge
Phase 7 Golden Pond
OREM, UTAH

LANDSCAPE ARCHITECT
LICENSED
314615
Jeremy S. Fillmore
STATE OF UTAH

LP101

NOTE:
IF DISCREPANCIES ARE FOUND ON THIS PLAN, PLEASE CONTACT WALKER HOME DESIGN IMMEDIATELY

TYPICAL OVERHANG
12"

NOTE:
TRUSS COMPANY TO MEET WITH BUILDER & HOME OWNER BEFORE TRUSSES ARE BUILT

NOTE:
These plans shall be built according to the building standards in the state, county, city they are built in

WINDOW HEAD HEIGHTS	
LOWER LEVEL	6'-8" UNO
MAIN LEVEL	7'-8" UNO
UPPER LEVEL	6'-8" UNO

NOTE:
INSPECTIONS ARE REQUIRED FOR ALL STUCCO & EIFS SYSTEMS

NOTE:
NO MECHANICAL VENTS ON FRONT OF HOME

NOTE:
ELEVATIONS AND GRADE ARE CONCEPT ONLY. CIVIL ENGINEER MUST BE CONSULTED FOR ACCURATE SITE AND GRADING PLAN

NOTE:
WHD RECOMMENDS THAT NO MORE THAN 6" OF FOUNDATION IS EXPOSED IN THE FRONT OF HOME. ADJUST GRADE OR LANDSCAPE APPROPRIATELY



1/8" SCALE ON SIZE B SHEET

FRONT ELEVATION

WALKER HOME DESIGN
801-930-9499 office
www.walkerhomedesign.com

KEYNOTES

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Golden Pond
Townhomes

Designed for
Randy Rimmer

ABOVE GRADE FOOTAGE: 2,004

Date	APRIL, 2020
Drawn by	DSW
PRINTED: 5/21/2020 10:43:35 AM	UNIT A FOOTAGE: C. STORAGE: 209 LOWER LEVEL: 793 MAIN LEVEL: 838 UPPER LEVEL: 1,166 TOTAL: 3,006
Sheet 5 of 24	
SCALE:	1/4" = 1'-0"

NOTE:
IF DISCREPANCIES ARE FOUND ON THIS PLAN, PLEASE CONTACT WALKER HOME DESIGN IMMEDIATELY

TYPICAL OVERHANG
12"

NOTE:
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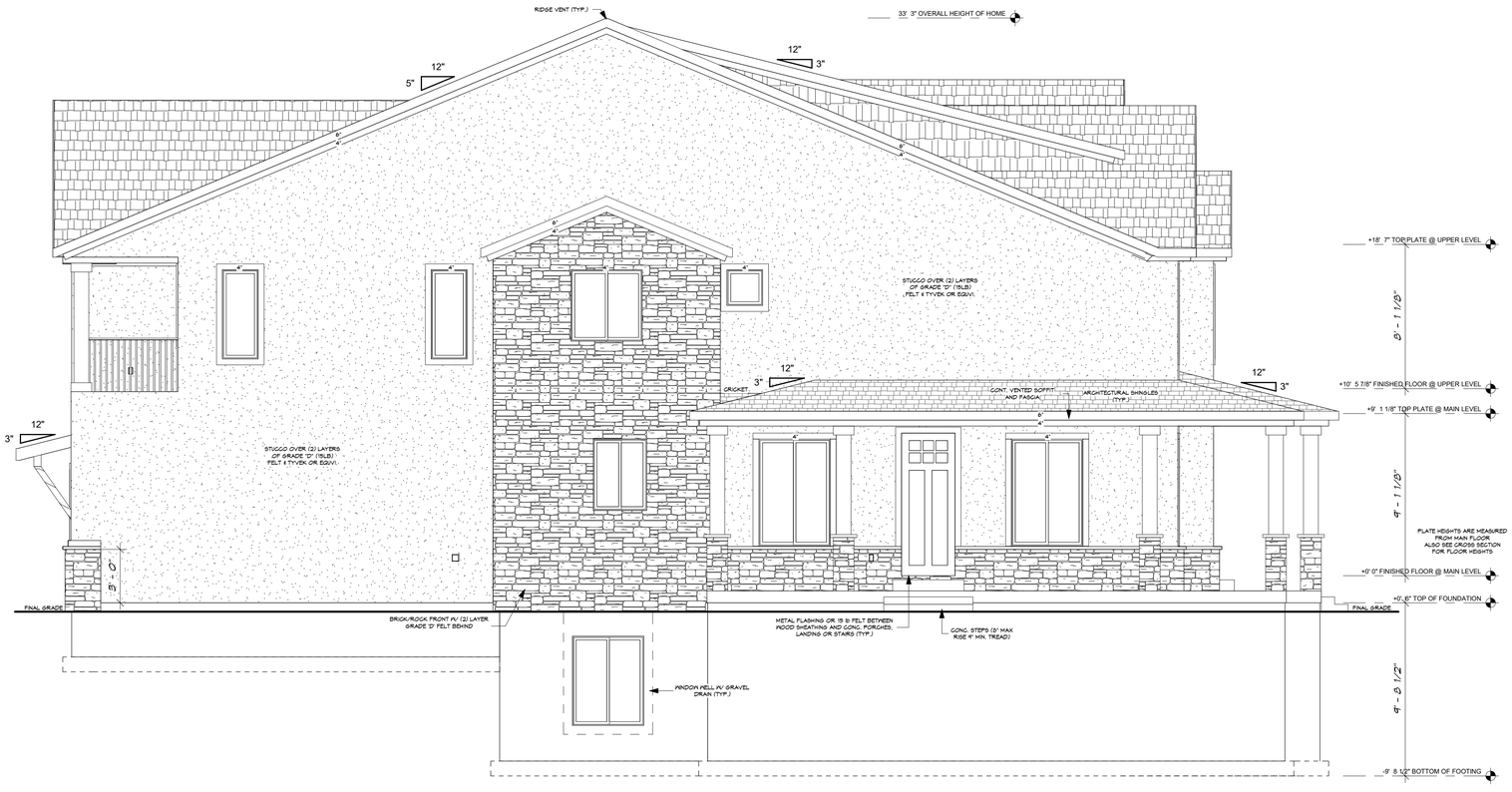
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1/8" SCALE ON SIZE B SHEET

LEFT ELEVATION

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Golden Pond
Townhomes

Designed for
Randy Rimmer

ABOVE GRADE FOOTAGE: 2,004

Date APRIL, 2020

Drawn by DSW

PRINTED: 5/21/2020 10:43:36 AM

Sheet 6 of 24

UNIT A
FOOTAGE:
C. STORAGE: 209
LOWER LEVEL: 793
MAIN LEVEL: 838
UPPER LEVEL: 1,166
TOTAL: 3,006

SCALE: 1/4" = 1'-0"

NOTE:
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NOTE:
TRUSS COMPANY TO MEET WITH BUILDER & HOME OWNER BEFORE TRUSSES ARE BUILT

NOTE:
These plans shall be built according to the building standards in the state, county, city they are built in

TYPICAL OVERHANG
12"

WINDOW HEAD HEIGHTS	
LOWER LEVEL	6'-8" UNO
MAIN LEVEL	7'-8" UNO
UPPER LEVEL	6'-8" UNO

NOTE:
INSPECTIONS ARE REQUIRED FOR ALL STUCCO & EIFS SYSTEMS

NOTE:
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NOTE:
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1/8" SCALE ON SIZE B SHEET

REAR ELEVATION

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Golden Pond
Townhomes

Designed for
Randy Rimmer

ABOVE GRADE FOOTAGE: 2,004

Date APRIL, 2020

Drawn by DSW

PRINTED: 5/21/2020 10:43:36 AM

Sheet 7 of 24

UNIT A
FOOTAGE:
C. STORAGE: 209
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MAIN LEVEL: 838
UPPER LEVEL: 1,166
TOTAL: 3,006

SCALE: 1/4" = 1'-0"

NOTE:
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TYPICAL OVERHANG
12"

NOTE:
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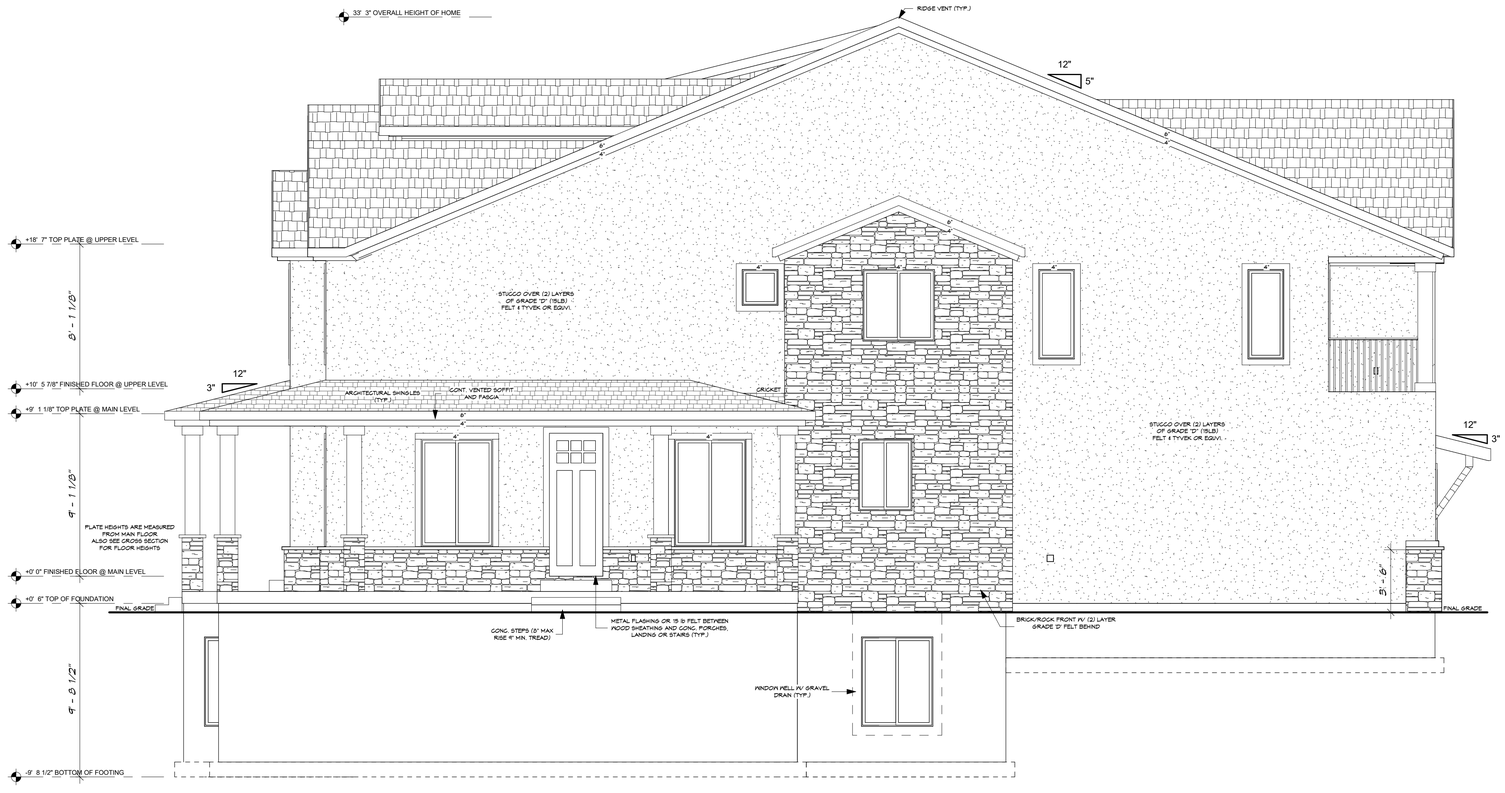
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NOTE:
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1/8" SCALE ON SIZE B SHEET

RIGHT ELEVATION

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801-930-9499 office
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Golden Pond
Townhomes

Designed for
Randy Rimmer

ABOVE GRADE FOOTAGE: 2,004

Date APRIL, 2020

Drawn by DSW

PRINTED: 5/21/2020 10:43:37 AM

Sheet 8 of 24

UNIT A
FOOTAGE:
C. STORAGE: 209
LOWER LEVEL: 793
MAIN LEVEL: 838
UPPER LEVEL: 1,166
TOTAL: 3,006

SCALE: 1/4" = 1'-0"

Street View



For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org

Electronic, 56 N State Street

City Council
Tue, Jan 26, 2021
6:00 pm

Planning Commission
Wed, Jan 13, 2021
4:30 pm

and approving the site plan and plat of Springwater Pointe at Sleepy Ridge located generally at 1900 W Golden Pond Way in the PD15 zone.
Planning Commission is a public hearing vacating the plat. The City Council is the final approving authority for the site plan, which is not a public hearing.

Additional information can be viewed on orem.org/planning under "Current Planning (Public Hearing Notices)" tab.

ALBALOUL, YACOUB H
182-21 150ST AVE KWI 1612
SPRINGFIELD GARDENS, NY 11413

For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org

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CLARK, CARL & RONDA
111 STILWATER LN
KALISPELL, MT 59901

For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org

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MALINKA, JOHN & JANETTE
2132 W CHUB LAKE RD
CARLTON, MN 55718

For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org

Electronic, 56 N State Street

City Council
Tue, Jan 26, 2021
6:00 pm

Planning Commission
Wed, Jan 13, 2021
4:30 pm

and approving the site plan and plat of Springwater Pointe at Sleepy Ridge located generally at 1900 W Golden Pond Way in the PD15 zone.
Planning Commission is a public hearing vacating the plat. The City Council is the final approving authority for the site plan, which is not a public hearing.

Additional information can be viewed on orem.org/planning under "Current Planning (Public Hearing Notices)" tab.

SSKR DEVELOPMENT LLC
%TRICO REALITY & INVESTMENTS
194 W 12650 S # 100
DRAPER, UT 84020

NOTICE OF ALL-ELECTRONIC MEETING AND OF OPPORTUNITY FOR PUBLIC PARTICIPATION

The Orem City Planning Commission meeting on January 13, 2021 (Public Hearing) and City Council meeting on January 26, 2021 (not a Public Hearing) will be all-electronic meetings. There will be no anchor location for the meetings. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meetings: Please go to orem.org/meetings.

To make a comment for Planning Commission & City Council: Please submit your comment through: orem.org/comments

Comments will be accepted before and during the Planning Commission meeting. All comments received will be entered into the record and forwarded to each Planning Commission member for review. Comments will also be read aloud during the live meeting when required by law or when time permits. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

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ALBALOUL, YACOUB H
182-21 150ST AVE KWI 1612
SPRINGFIELD GARDENS, NY 11413

GOLDEN POND AT SLEEPY RIDGE PRD HOA
PO BOX 179
LEHI, UT 84043

CORP PRES BISHOP LDS CHURCH
50 E NORTH TEMPLE FL 22
SALT LAKE CITY, UT 84150

KRISTIE SNYDER
56 N STATE STREET
OREM, UT 84057

COMMON AREA
100 E CENTER
PROVO, UT 84606

CLARK, CARL & RONDA
111 STILWATER LN
KALISPELL, MT 59901

JEFF LAMBSON
156 E 1060 N
OREM, UT 84057

SSKR DEVELOPMENT LLC
%TRICO REALITY & INVESTMENTS
194 W 12650 S # 100
DRAPER, UT 84020

HUBER, BRADEN R
355 W 1945 N
OREM, UT 84057

WARNER, TREY S
411 S 2060 W
OREM, UT 84058

THOMAS MACDONALD
489 NORTH PALISADES DR
OREM, UT 84097

HARRIS, BLAIR & SUNHEE
497 HARVEST MOON DR
PLEASANT GROVE, UT 84062

LEFTWICH PROPERTIES LLC
539 S LAKE VIEW DR
VINEYARD, UT 84059

TOOMBS, HAROLD C
620 N 500 E
LINDON, UT 84042

DEBBY LAURET
641 S 1920 W
OREM, UT 84059

CLEGG GOLD LC
730 S SLEEPY RIDGE DR
VINEYARD, UT 84059

BRENT SUMNER
744 WEST 550 SOUTH
OREM, UT 84058

SHIRTS, MICHAEL K
888 S 1840 W
OREM, UT 84058

NITTA, DEVON S & MCKINZIE A
898 S 1840 W
OREM, UT 84058

DAVID SPENCER
899 NORTH 550 EAST
OREM, UT 84097

MAYOR RICHARD F. BRUNST, JR.
900 E HIGH COUNTRY DRIVE
OREM, UT 84097-2389

WILDE, SPENCER ALAN & ASHLEY ANN
906 S 1840 W
OREM, UT 84058

BLAIR, GARRIN & PAULA
960 S 1925 W
OREM, UT 84058

HEAGANY, RAYMOND JOSEPH III & ARLEIGH MAUREEN
962 S 1925 W
OREM, UT 84058

BRINGHURST, FREDERICK R & JUNE G (ET AL)
--OR CURRENT RESIDENT--
963 S 1925 WEST
OREM, UT 84058

BURNINGHAM, DAVID ROSS & DIANE
965 KEY DR
BOULDER CITY, NV 89005

COOK, FREDERICK & JUDITH
967 S 1925 W
OREM, UT 84058

PETERSON, JOHN LEE & SANDRA SUE
--OR CURRENT RESIDENT--
973 S 1925 WEST
OREM, UT 84058

STEPHENS, JEFFREY W (ET AL)
976 S 1925 W
OREM, UT 84058

FENNELL, SHELLIE M & DEON
977 S 1925 W
OREM, UT 84058

ALBALOUL, YACOUB H
--OR CURRENT RESIDENT--
980 S 1925 WEST
OREM, UT 84058

ADAMS, TONI & OLIVIA
1115 DEANNA DR
MENLO PARK, CA 94025

TERRY PETERSON
1125 LYNNWOOD DRIVE
OREM, UT 84097

OREM CITY CORPORATION
--OR CURRENT RESIDENT--
1798 W 980 SOUTH
OREM, UT 84058

CORP PRES BISHOP LDS CHURCH
--OR CURRENT RESIDENT--
1810 W SPRINGWATER
OREM, UT 84058

MEMMOTT, TRAVIS & ANGELA
1819 SPRINGWATER DR
OREM, UT 84058

PETERSON, JOHN LEE & SANDRA SUE
1842 MAIN ST
HUNTINGTON BEACH, CA 92648

VINCI, JACQUELYN (ET AL)
1843 W SPRINGWATER DR
OREM, UT 84058

BUNTON, STACIE
1846 W SPRINGWATER DR
OREM, UT 84058

RICHARDS, TERESA
1860 SPRINGWATER DR
OREM, UT 84058

TURNER, WILLIAM D & VESTA L
1866 SPRINGWATER DR
OREM, UT 84058

LEFTWICH PROPERTIES LLC
--OR CURRENT RESIDENT--
1877 W FOX TRAIL LN
OREM, UT 84058

SCOTT, BRIAN & JADA
--OR CURRENT RESIDENT--
1880 W GOLDEN POND WY
OREM, UT 84058

VAN HOFF, JOHN G & JANA S (ET AL)
--OR CURRENT RESIDENT--
1881 W FOX TRAIL LN
OREM, UT 84058

LARSON, SELMA ANNA
1884 W GOLDEN POND WAY
OREM, UT 84059

BUSHNELL, BRONSON & TALIA
1885 W FOX TRAIL LN
OREM, UT 84058

DA SILVA, LEOMAR REZENDE & MIRIAM G REZENDE (ET AL)
1888 W GOLDEN POND WY
OREM, UT 84058

PETERSON, JOHN LEE & SANDRA SUE
--OR CURRENT RESIDENT--
1889 W FOX TRAIL LN
OREM, UT 84058

BURNINGHAM, DAVID ROSS & DIANE
--OR CURRENT RESIDENT--
1893 W FOX TRAIL LN
OREM, UT 84058

HAINSWORTH, ANNA MARY
1894 W GOLDEN POND WY
OREM, UT 84058

BLACK, RICHARD CHARLES
1897 W FOX TRAIL LN
OREM, UT 84058

CARTER, EMILY & MICHAEL JAMES
1901 W FOX TRAIL LN
OREM, UT 84058

WILLIAMS, CAMERON J
1905 W FOX TRAIL LN
OREM, UT 84058

BERGAU, RUTH & MOSES (ET AL)
1905 W GOLDEN POND WAY
OREM, UT 84058

ADAMS, TONI & OLIVIA
--OR CURRENT RESIDENT--
1906 W GOLDEN POND WY
OREM, UT 84058

MARTZEN, GEOFFREY
1909 W FOX TRAIL LN
OREM, UT 84058

YOUNG, TODD JAY & KELLI ANN
1909 W GOLDEN POND WY
OREM, UT 84058

HARRIS, ANDREA LYNN
1910 W GOLDEN POND WAY
VINEYARD, UT 84059

HARRIS, ANDREA LYNN
--OR CURRENT RESIDENT--
1910 W GOLDEN POND WY
OREM, UT 84058

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057-2101

YOUNG, PATRISHA
1914 W GOLDEN POND WY
OREM, UT 84058

CLARK, CARL & RONDA
--OR CURRENT RESIDENT--
1917 W GOLDEN POND WY
OREM, UT 84058

HUSTER, KEITH & LINDSEY
1920 W GOLDEN POND WAY
OREM, UT 84058

DASTRUP, DAVID MAX & CLAUDIA HOLDAWAY (ET AL)
1923 W GOLDEN POND WY
OREM, UT 84058

WALL, CHET J & KRISTY GARDNER
1925 S COBALT DR
SAINT GEORGE, UT 84790

HUBER, BRADEN R
--OR CURRENT RESIDENT--
1926 W GOLDEN POND WY
OREM, UT 84058

WARNER, TREY S
--OR CURRENT RESIDENT--
1929 W GOLDEN POND WY
OREM, UT 84058

WALL, CHET J & KRISTY GARDNER
--OR CURRENT RESIDENT--
1930 W GOLDEN POND WY
OREM, UT 84058

PIRIR, MANUEL J
1934 W GOLDEN POND WY
OREM, UT 84058

HAYWARD, GERALD & LOIS A
1935 W GOLDEN POND WY
OREM, UT 84058

ARNDT, JEREMY
1937 W GOLDEN POND WY
OREM, UT 84058

JENSEN, SPENCER Q
1938 W GOLDEN POND WY
OREM, UT 84058

RH ACQUISITION LLC
--OR CURRENT RESIDENT--
1939 W GOLDEN POND WY
OREM, UT 84058

SINEMA, JULIE KAY
1944 W GOLDEN POND WY
OREM, UT 84058

MALINKA, JOHN & JANETTE
--OR CURRENT RESIDENT--
1945 W GOLDEN POND WY
OREM, UT 84058

HARRIS, BLAIR & SUNHEE
--OR CURRENT RESIDENT--
1948 W GOLDEN POND WY
OREM, UT 84058

JAUREGUI, JOSE ARMANDO
1949 W GOLDEN POND WY
OREM, UT 84058

JONES, JOYCE P (ET AL)
--OR CURRENT RESIDENT--
1952 W GOLDEN POND WY
OREM, UT 84058

KILLIAN, GLEN H & BARBARA
--OR CURRENT RESIDENT--
1953 W GOLDEN POND WY
OREM, UT 84058

TILL, EUGENE P JR & AMY
1956 W GOLDEN POND WY
OREM, UT 84059

MALINKA, JOHN & JANETTE
2132 W CHUB LAKE RD
CARLTON, MN 55718

SCOTT, BRIAN & JADA
2482 W 1390 N
PROVO, UT 84601

JONES, JOYCE P (ET AL)
3883 LITTLE ROCK DR
PROVO, UT 84604

CLEGG, DARREL L
%MACARTHUR, K PAUL TRUSTEE
4844 N 300 W STE 300
PROVO, UT 84604

KILLIAN, GLEN H & BARBARA
11448 FUERTE FARMS RD
EL CAJON, CA 92020

VAN HOFF, JOHN G & JANA S (ET AL)
12941 HUNTER HOLLOW WY
DRAPER, UT 84020

BRINGHURST, FREDERICK R & JUNE G (ET AL)
17048 KNOLLBROOK PL
RIVERSIDE, CA 92503

Agenda Item 3.3 is a request by TriCo Construction for the Planning Commission to vacate Golden Pond at Sleepy Ridge Phase 7 and recommend the City Council approve the site plan which includes the final plat of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.



Staff Presentation: On May 22, 2019, the site plan for Golden Pond at Sleepy Ridge Phase 7 was approved with eight twin home units. Units 1-6 were approved as two-story twin homes (33'3" high) and Units 7-8 were approved at one story units (24'8" high)

The applicant now desires to amend the existing plat in order to create three additional units, Units 9-11, to the south of the site. Units 9-11 will be two-story units (33'3" high). Access to the development will no longer be from Golden Pond Way which required the approval of the Homeowners Association (HOA), but from a new access at Sleepy Ridge Drive. They will not be a part of the existing HOA, but will create their own HOA, Springwater Pointe at Sleepy Ridge.

Architecture:
The proposed buildings will be stucco and brick/rock front. The roof will be 30 year architectural shingles and standing seam metal roof accent. At 33' 3", the height is under the maximum height of 35' allowed in the PD15 zone.

Parking:
Each unit will have the required two spaces and there will be seven visitor parking spaces (one-half space is required for each dwelling). No parking will be allowed in the emergency vehicle turn around area.

Landscaping:
The proposed landscaping and overall plan comply with the requirements of the PD15 zone for deciduous trees, evergreen trees, shrubs and grasses.

Transportation/Engineering:
Access to the development has been changed from Golden Pond Way to an existing access to the south. The new street will be private and will be called Springwater Lane. There will be no access from Golden Pond Way.

The City Council is the final approving authority for the site plan.

Recommendation: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission vacate Golden Pond at Sleepy Ridge Phase 7 and make a recommendation to the City Council to approve the site plan which includes the final plat of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone.

Chair Cochran asked if the Planning Commission had any questions for Mr. Harding. Mr. Spencer clarified that access to all eleven units is from this new road. Mr. Harding said that is correct. Mr. Cook noted that this item has to go through the City Council for approval and asked what the reason is, or if there is a problem or concern. Mr. Harding said there is no problem or concern but that this zone, the PD15 zone, requires any site plan to go to City Council for approval.

Mr. Clark commented on the new access to this project and said with the improvements there, it will work out well.

Chair Cochran invited the applicant to introduce himself. Stephen Tripp introduced himself. Mr. Tripp said this has been an interesting project. Originally, there were hard feelings with the neighborhood but now everyone is thrilled with the new access and separate Homeowners Association.

Chair Cochran then opened the public hearing and invited those who wanted to make a comment on this item to send in their comments via chat.

Fred Cook: see comments attached to these minutes. Mr. Cook commented on the storm drain issues in the area. Mr. Bench said the City is going to redo some of the storm drains in this area so if there are any concerns they will be taken care of at that time.

Chair Cochran closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff. When none did, he called for a motion on this item.

Planning Commission Action: Ms. Bentley moved to vacate Golden Pond at Sleepy Ridge Phase 7 and make a positive recommendation to the City Council to approve the site plan which includes the final plat of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone. Mr. Cochran seconded the motion. Those voting aye: Marisa Bentley, Mickey Cochran, Carl Cook, Camille Jensen, Barry Roberts, Haysam Sakar and Ross Spencer. The motion passed unanimously.

1/14/2021 CITY OF OREM Mail - (no subject)

Gmail

Cheryl Vargas <chvargas@orem.org>

(no subject)
1 message

Fred Cook <fredscook@gmail.com> Wed, Jan 13, 2021 at 6:02 PM
To: chvargas@orem.org

My name is Fred Cook. I am presently serving as the president of the Sleepy Ridge HOA. I want to express my support for the decision by the Tripp Construction Co. to withdraw from our HOA and their formation of a new community. Mr. Tripp has been friendly, cordial. and professional in his dealings with us. He has been and continues to be willing to blend his design as much as possible with our HOA. We also want to request the Planning Commission consider addressing the erosion potential of the adjacent land around the pond. We believe it is an important issue at this time prior to further damage to the land and the pond. Thank you.

D R A F T

RESOLUTION NO. _____

A RESOLUTION BY THE OREM CITY COUNCIL APPROVING THE SITE PLAN OF SPRINGWATER POINTE AT SLEEPY RIDGE LOCATED GENERALLY AT 1900 WEST GOLDEN POND WAY IN THE PD15 ZONE

WHEREAS on October 5, 2020, TriCo Construction filed an application with the City of Orem to vacate Golden Pond at Sleepy Ridge Phase 7 and approve the site plan of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone; and

WHEREAS a public hearing considering the plat vacation and site plan was held by the Planning Commission on January 13, 2021 and the Planning Commission vacated Golden Pond at Sleepy Ridge Phase 7 and recommended the City Council approve the revised site plan of Springwater Pointe at Sleepy Ridge; and

WHEREAS a public meeting considering the site plan was held by the City Council on January 26, 2021; and

WHEREAS the agenda of the City Council meeting at which the subject application was heard was posted at the Orem Public Library, on the Orem City webpage and at the City offices at 56 North State Street; and

WHEREAS the matter having been submitted and the City Council having fully considered the request as it relates to the health, safety and general welfare of the City; the orderly development of land in the City; the effect upon surrounding neighborhoods; the compliance of the request with all applicable City ordinances; and the special conditions applicable to the request.

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

1. The City Council finds this request is in the best interest of the City because it will allow the construction of three additional residential units and will not create any negative impact to the area.
2. The City Council hereby approves the site plan of Springwater Pointe at Sleepy Ridge located generally at 1900 West Golden Pond Way in the PD15 zone as shown in Exhibit “A” which is attached hereto and incorporated herein by reference.
3. This resolution shall take effect immediately upon passage.
4. If any part of this resolution shall be declared invalid, such decision shall not affect the validity of the remainder of this resolution.

D R A F T

PASSED and APPROVED this **26th** day of **January 2021**.

Richard F. Brunst, Jr., Mayor

ATTEST:

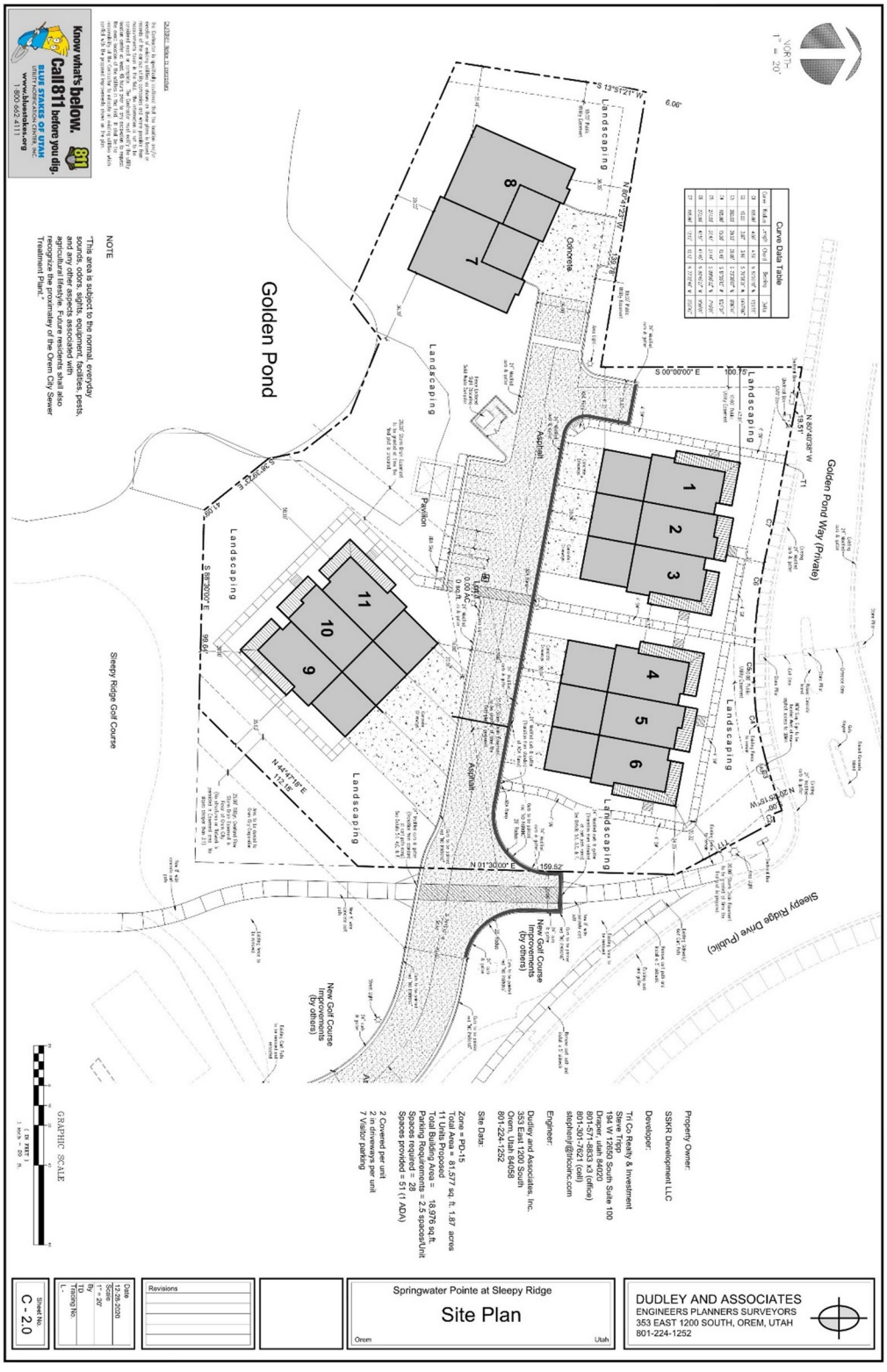
JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Jeff Lambson	□	□	□
Debby Lauret	□	□	□
Tom Macdonald	□	□	□
Terry Peterson	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

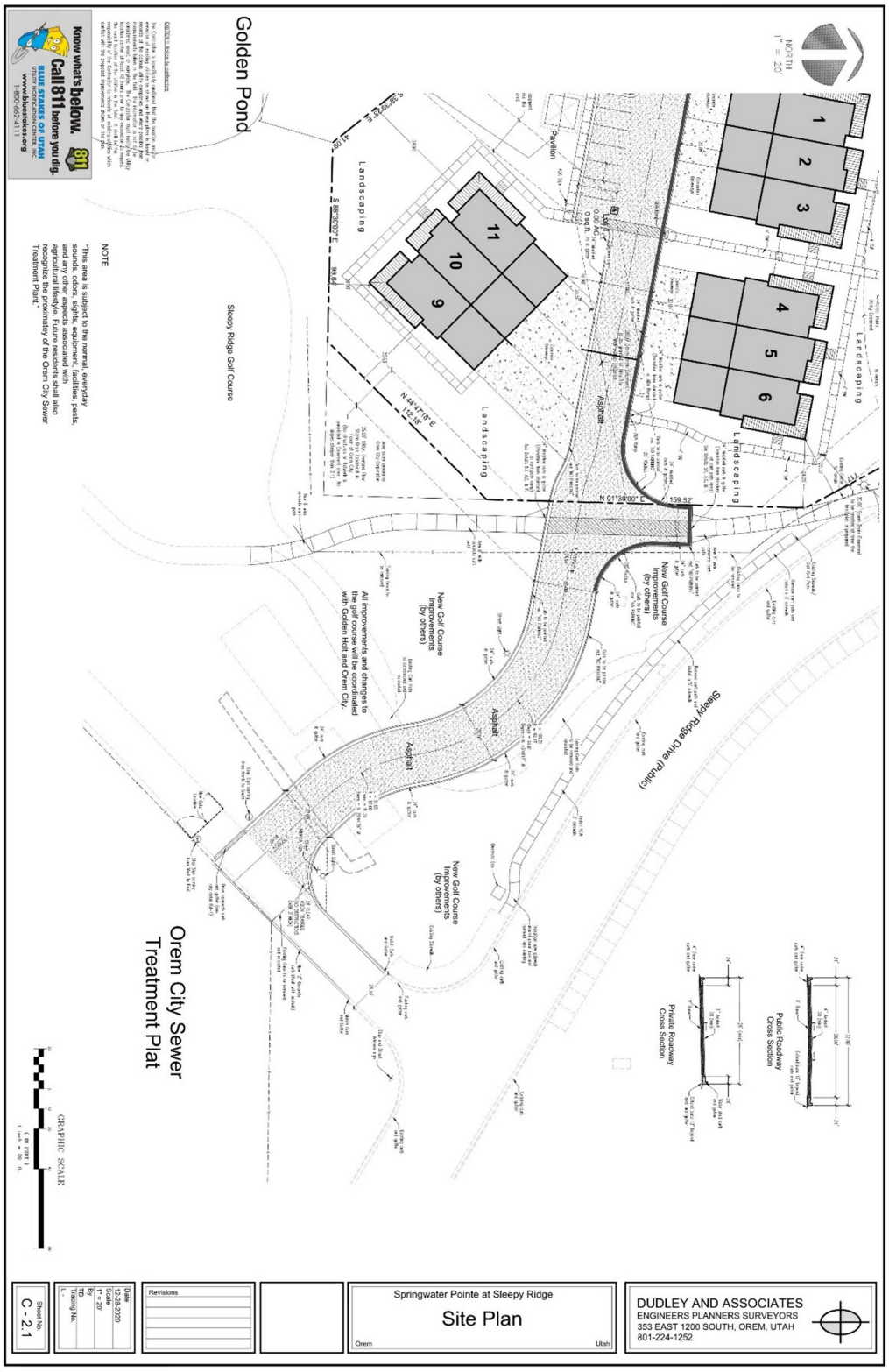
EXHIBIT A

Site Plan

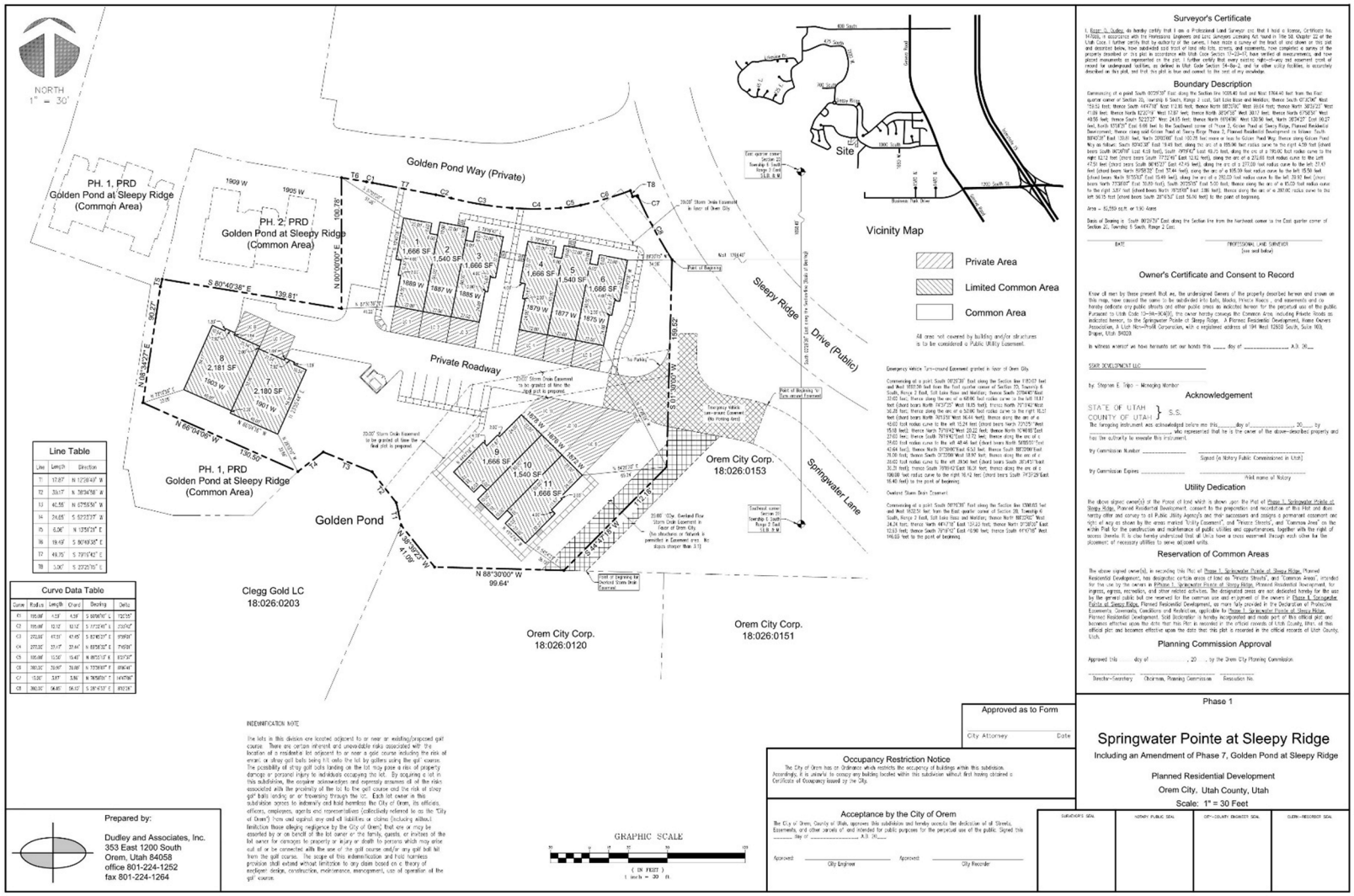
DRAFT



Site Plan continued


Golden Pond
Sleepy Ridge Golf Course
Sleepy Ridge Drive (Public)
Pavilion
Asphalt
Landscaping
New Golf Course Improvements (by others)
All improvements and changes to the golf course will be coordinated with Golden Hoit and Orem City.
NOTE
"This area is subject to the normal, everyday sounds, odors, sights, equipment, facilities, pests, agricultural activities associated with agricultural lifestyle. Future residents shall also recognize the proximatey of the Orem City Sewer Treatment Plant."
Know what's below. Call 811 before you dig.
Orem City Sewer Treatment Plat
Private Roadway Cross Section
Public Roadway Cross Section
GRAPHIC SCALE
Springwater Pointe at Sleepy Ridge
Site Plan
Orem
Utah
DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252
Revisions
Date 12-28-2020
Scale 1" = 20'
By TD
Tracing No.
Sheet No. C - 2.1

Final Plat



Surveyor's Certificate

I, Roger S. Dudley, do hereby certify that I am a Professional Land Surveyor and that I hold a license, Certificate No. 147606, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge.

Boundary Description

Commencing at a point South 00°29'39" East along the Section line 1009.48 feet and West 1764.40 feet from the East quarter corner of Section 20, Township 6 South, Range 2 east, Salt Lake Base and Meridian; thence South 67°30'46" West 753.52 feet; thence South 14°47'58" West 112.85 feet; thence North 88°35'06" West 88.64 feet; thence North 30°23'22" West 41.84 feet; thence North 82°20'19" West 12.87 feet; thence North 30°04'58" West 38.17 feet; thence North 67°58'56" West 49.56 feet; thence South 52°23'27" West 24.65 feet; thence North 69°04'06" West 130.56 feet; North 30°04'27" East 99.27 feet; North 67°58'57" East 9.00 feet to the Southwest corner of "Phase 2, Golden Pond at Sleepy Ridge, Planned Residential Development; thence along said Golden Pond at Sleepy Ridge Phase 2, Planned Residential Development as follows: South 30°04'28" East 120.61 feet; North 59°07'06" East 102.78 feet; more or less to Golden Pond Way; thence along Golden Pond Way as follows: South 82°42'28" East 19.49 feet; along the arc of a 189.00 foot radius curve to the right 4.59 feet (chord bears South 30°29'09" East 4.59 feet); South 29°59'47" East 48.25 feet; along the arc of a 190.00 foot radius curve to the right 62.12 feet (chord bears South 77°32'46" East 61.82 feet); along the arc of a 272.00 foot radius curve to the left 47.59 feet (chord bears South 86°42'27" East 47.53 feet); along the arc of a 237.00 foot radius curve to the left 37.47 feet (chord bears North 89°58'32" East 37.44 feet); along the arc of a 105.00 foot radius curve to the left 15.50 feet (chord bears North 81°55'57" East 15.49 feet); along the arc of a 250.00 foot radius curve to the left 20.92 feet (chord bears North 77°30'07" East 20.89 feet); South 29°25'05" East 5.00 feet; thence along the arc of a 65.00 foot radius curve to the right 3.87 feet (chord bears North 30°26'06" East 3.86 feet); thence along the arc of a 200.00 radius curve to the left 60.15 feet (chord bears South 23°16'52" East 59.94 feet) to the point of beginning.

Area = 82,259 sq.ft. or 1.90 Acres

Basis of Bearing is South 00°29'39" East along the Section line from the Northeast corner to the East quarter corner of Section 20, Township 6 South, Range 2 East.

DATE — PROFESSIONAL LAND SURVEYOR (see seal below)

Owner's Certificate and Consent to Record

Know all men by these present that we, the undersigned Owners of the property described hereon and shown on this map, now caused the same to be subdivided into Lots, Blocks, Private Roads, and easements and do hereby dedicate any public streets and other public areas as indicated hereon for the perpetual use of the public. Pursuant to Utah Code 57-8a-104(3), the owner hereby conveys the Common Area, including Private Roads as indicated hereon, to the Springwater Pointe at Sleepy Ridge. A Planned Residential Development, Home Owners Association, A Utah Non-Profit Corporation, with a registered address of 194 West 12800 South, Suite 103, Draper, Utah 84020.

In witness whereof we have hereunto set our hands this ____ day of _____, A.D. 20__.

SSMR DEVELOPMENT LLC

by: Stephen E. Epps – Managing Member

Acknowledgement

STATE OF UTAH } S.S.
COUNTY OF UTAH }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who represented that he is the owner of the above-described property and has the authority to execute this instrument.

My Commission Number _____ — Signed (a Notary Public Commissioned in Utah)

My Commission Expires _____ — Print name of Notary

Utility Dedication

The above signed owner(s) of the Parcel of land which is shown upon the Plat of Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, consent to the preparation and recordation of this Plat and does hereby offer and convey to all Public Utility Agency's and their successors and assigns a permanent easement and right of way as shown by the areas marked "Utility Easements", and "Private Streets", and "Common Area" on the within Plat for the construction and maintenance of public utilities and appurtenances, together with the right of access thereto. It is also hereby understood that all Units have a cross easement through each other for the placement of necessary utilities to serve adjoined units.

Reservation of Common Areas

The above signed owner(s), in recording this Plat of Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, has designated certain areas of land as "Private Streets", and "Common Areas", intended for the use by the owners in Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, for ingress, egress, recreation, and other related activities. The designated areas are not dedicated hereby for the use by the general public but are reserved for the common use and enjoyment of the owners in Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development, as more fully provided in the Declaration of Protective Covenants, Conditions and Restrictions, applicable to Phase 1, Springwater Pointe at Sleepy Ridge, Planned Residential Development. Said Declaration is hereby incorporated and made part of this official plat and becomes effective upon the date that this Plat is recorded in the official records of Utah County, Utah, at this official plat and becomes effective upon the date that this plat is recorded in the official records of Utah County, Utah.

Planning Commission Approval

Approved this ____ day of _____, 20__, by the Orem City Planning Commission.

Director–Secretary — Chairman, Planning Commission — Resolution No.

Approved as to Form

City Attorney — Date

Occupancy Restriction Notice

The City of Orem has an Ordinance which restricts the occupancy of buildings within this subdivision. Accordingly, it is unlawful to occupy any building located within this subdivision without first having obtained a Certificate of Occupancy issued by the City.

Acceptance by the City of Orem

The City of Orem, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this ____ day of _____, A.D. 20__.

Approved: City Engineer — Approved: City Recorder

SURVEYOR'S SEAL | NOTARY PUBLIC SEAL | CITY–COUNTY ENGINEER SEAL | CLERK–RECORDER SEAL

INDEMNIFICATION NOTE

The lots in this division are located adjacent to or near an existing/proposed golf course. There are certain inherent and unavoidable risks associated with the location of a residential lot adjacent to or near a golf course including the risk of errant, or stray golf balls being hit onto the lot by golfers using the golf course. The possibility of stray golf balls landing on the lot may pose a risk of property damage or personal injury to individuals occupying the lot. By acquiring a lot in this subdivision, the acquirer acknowledges and expressly assumes all of the risks associated with the proximity of the lot to the golf course and the risk of stray golf balls landing on or traversing through the lot. Each lot owner in this subdivision agrees to indemnify and hold harmless the City of Orem, its officers, officers, employees, agents and representatives (collectively referred to as the "City of Orem") from and against any and all liabilities or claims (including without limitation those alleging negligence by the City of Orem) that are or may be asserted by or on behalf of the lot owner or the family, guests, or invitees of the lot owner for damages to property or injury or death to persons which may arise out of or be connected with the use of the golf course and/or any golf ball hit from the golf course. The scope of this indemnification and hold harmless provision shall extend without limitation to any claim based on a theory of negligent design, construction, maintenance, management, use of operation of the golf course.

Prepared by:
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

Phase 1

Springwater Pointe at Sleepy Ridge

Including an Amendment of Phase 7, Golden Pond at Sleepy Ridge

Planned Residential Development
Orem City, Utah County, Utah
Scale: 1" = 30 Feet

DRAFT

NOTE:
IF DISCREPANCIES ARE FOUND ON THIS PLAN, PLEASE CONTACT WALKER HOME DESIGN IMMEDIATELY

TYPICAL OVERHANG
12"

NOTE:
TRUSS COMPANY TO MEET WITH BUILDER & HOME OWNER BEFORE TRUSSES ARE BUILT

NOTE:
These plans shall be built according to the building standards in the state, county, city they are built in

WINDOW HEAD HEIGHTS	
LOWER LEVEL	6'-8" UNO
MAIN LEVEL	7'-8" UNO
UPPER LEVEL	6'-8" UNO

NOTE:
INSPECTIONS ARE REQUIRED FOR ALL STUCCO & EIFS SYSTEMS

NOTE:
NO MECHANICAL VENTS ON FRONT OF HOME

NOTE:
ELEVATIONS AND GRADE ARE CONCEPT ONLY. CIVIL ENGINEER MUST BE CONSULTED FOR ACCURATE SITE AND GRADING PLAN

NOTE:
WHD RECOMMENDS THAT NO MORE THAN 6" OF FOUNDATION IS EXPOSED IN THE FRONT OF HOME. ADJUST GRADE OR LANDSCAPE APPROPRIATELY



1/8" SCALE ON SIZE B SHEET

FRONT ELEVATION

WALKER HOME DESIGN
801-550-9459 office
www.walkerhomedesign.com

KEYNOTES

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Golden Pond
Townhomes

Designed for
Randy Rimmer

ABOVE GRADE FOOTAGE: 2,004

Date	APRIL, 2020
Drawn by	DSW
PRINTED: 5/21/2020 8:48:00 AM	UNIT A
Sheet	FOOTAGE:
5 of 24	C. STORAGE: 209
	LOWER LEVEL: 793
	MAIN LEVEL: 838
	UPPER LEVEL: 1,166
	TOTAL: 3,006
SCALE:	1/4" = 1'-0"

DRAFT

NOTE:
IF DISCREPANCIES ARE FOUND ON THIS PLAN, PLEASE CONTACT WALKER HOME DESIGN IMMEDIATELY

TYPICAL OVERHANG
12"

NOTE:
TRUSS COMPANY TO MEET WITH BUILDER & HOME OWNER BEFORE TRUSSES ARE BUILT

NOTE:
These plans may have to be revised according to the building standards in the state, county, city they are built in

WINDOW HEAD HEIGHTS	
LOWER LEVEL	8'-0" UNO
MAIN LEVEL	7'-0" UNO
UPPER LEVEL	8'-0" UNO

NOTE:
INSPECTIONS ARE REQUIRED FOR ALL FLOOD & EIFS SYSTEMS

NOTE:
NO MECHANICALS ON ROOFS ON FRONT OF HOME

NOTE:
ELEVATIONS AND GRADE ARE GUIDELINES ONLY AND MUST BE CONSULTED FOR ACCURATE SITE AND GRADING PLAN

NOTE:
WHO RECOMMENDS THAT NO MORE THAN 6" OF FOUNDATION IS EXPOSED ON THE FRONT OF HOME. ADJUST GRADE OR LANDSCAPE APPROPRIATELY

WALKER HOME DESIGN
www.walkerhomedesign.com

KEYNOTES

Golden Pond
Townhomes
Designed for

Randy Rimmer
ABOVE GRADE FOOTAGE 2304
Date: APRIL 2020
Drawn by: DSW
Revisions:
Job #: 2020-0000
Sheet #: 2A
SCALE: 1/4" = 1'-0"

FOOTAGE: 000
LOWER LEVEL 793
MAIN LEVEL 1511
UPPER LEVEL 1386
TOTAL 3686

LEFT ELEVATION

1/4" SCALE ON SIZE B SHEET

DRAFT

NOTE:
IF DISCREPANCIES ARE FOUND ON THIS PLAN, PLEASE CONTACT WALKER HOME DESIGN IMMEDIATELY

NOTE:
TRUSS COMPANY TO MEET WITH BUILDER & HOME OWNER BEFORE TRUSSES ARE BUILT

NOTE:
These plans shall be built according to the building standards in the state, county, city they are built in

TYPICAL OVERHANG
12"

WINDOW HEAD HEIGHTS	
LOWER LEVEL	6'-8" UNO
MAIN LEVEL	7'-8" UNO
UPPER LEVEL	6'-8" UNO



NOTE:
INSPECTIONS ARE REQUIRED FOR ALL STUCCO & EIFS SYSTEMS

NOTE:
ELEVATIONS AND GRADE ARE CONCEPT ONLY. CIVIL ENGINEER MUST BE CONSULTED FOR ACCURATE SITE AND GRADING PLAN

NOTE:
WHD RECOMMENDS THAT NO MORE THAN 6" OF FOUNDATION IS EXPOSED IN THE FRONT OF HOME. ADJUST GRADE OR LANDSCAPE APPROPRIATELY

1/8" SCALE ON SIZE B SHEET

REAR ELEVATION

WALKER HOME DESIGN
801-493-9499 office
www.walkerhomedesign.com

KEYNOTES

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Golden Pond
Townhomes

Designed for
Randy Rimmer

ABOVE GRADE FOOTAGE: 2,004

Date: APRIL, 2020
Drawn by: DSW

PRINTED: 12/1/202 1:08:16 AM
Sheet: 7 of 23

UNIT A
FOOTAGE:
C. STORAGE: 209
LOWER LEVEL: 793
MAIN LEVEL: 838
UPPER LEVEL: 1,166
TOTAL: 3,006

SCALE: 1/4" = 1'-0"

DRAFT

CITY SUBMITTAL - NOT FOR CONSTRUCTION

LP101

REVISIONS	DATE: BY:
#316815 CITY COMMENTS	10/20/21

DRAWN BY: MB REVIEWED BY: JP DATE: 08 Oct. 2020 PROJECT NO: 20-0824 ENGINEER: DUDLEY AND ASSOCIATES

Phase 7 Golden Pond at Sleepy Ridge
OREM, UTAH

northland
Landscape Architecture + Land Planning
5296 N University Pkwy, Bldg. 9C, Provo, UT 84604
801.763.0179 office 801.763.0180 fax www.northlandlandscape.com

Agenda Item No: 9.3

City Council Agenda Item Report

Meeting Date: January 26, 2021
Submitted by: Chris Tschirki
Submitting Department: Public Works
Item Type: Action Item
Agenda Section:

Subject:
RESOLUTION - Authorizing the Issuance of and Sale of not more than $45,000,000 Aggregate Principal amount of Water, Sewer and Storm Revenue and Refunding Bonds.

Suggested Action:
Consideration for adoption of a Resolution of the City Council of the City of Orem, Utah Authorizing the Issuance of and Sale of not more than $45,000,000 Aggregate Principal amount of Water, Sewer and Storm Revenue and Refunding Bonds, Series 2021; and all related matters.

Presenter:
Laura Lewis - Lewis, Young, Robertson & Burningham

Background:
Orem's Financial Advisor, Lewis, Young, Robertson, and Burningham will present the details of the bond parameters resolution relevant to the Water, Sewer, and Storm Water Bond. A revenue bond will accelerate construction, eliminate inflationary construction forces, and save millions of dollars for Orem ratepayers.

Potentially Affected Area:
Citywide

Attachments:
Parameters Resolution - Orem Water, Sewer, Storm Sewer Rev Ref 2021.docx

Preliminary Official Statement Orem Water, Sewer, Storm Sewer Rev Bonds 2021.docx

Bond Purchase Agreement - Orem Water Sewer Storm Sewer Rev Bonds 2021.docx

Fifth Supplemental Indenture -Orem Water, Sewer, Storm Sewer Bonds 2021.docx

Bond Calendar of Events.pdf

Orem, Utah

January 26, 2021

The City Council ("City Council") of the City of Orem, Utah (the "City"), met in regular public session on January 26, 2021, [via electronic means], at 6:00 p.m. with the following members of the Council present:

Richard Brunst	Mayor
Jeff Lambson	Councilmember
Debby Lauret	Councilmember
Tom Macdonald	Councilmember
Terry Peterson	Councilmember
David Spencer	Councilmember
Brent Sumner	Councilmember

Also present:

James P. Davidson	City Manager
Brandon Nelson	City Finance Director
JoD'Ann Bates	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 26, 2021, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OREM, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $45,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER, SEWER AND STORM SEWER REVENUE AND REFUNDING BONDS, SERIES 2021; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF AN INDENTURE, A BOND PURCHASE AGREEMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City of Orem, Utah (the "Issuer") desires to (a) finance the construction of improvements to its water, sewer and storm sewer revenue systems (collectively, the "System") and all related improvements (the "Project"), (b) refund all or a portion of certain of its outstanding sewer revenue bonds (the "Refunded Bonds"), (c) fund any required debt service reserve fund, and (d) pay costs of issuance with respect to the Series 2021 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water, Sewer and Storm Sewer Revenue and Refunding Bonds, Series 2021 (the "Series 2021 Bonds") (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the Issuer and the hereinafter described Designated Officers as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (together, the "Act"), (b) this Resolution, and (c) a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture"), in substantially the forms presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

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

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2021 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of one or more Bond Purchase Agreements (the "Bond Purchase Agreements"), to be entered into between the Issuer and the underwriter and/or the purchaser selected by the Issuer for the Series 2021 Bonds (the "Underwriter/Purchaser"), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in the event that the Designated Officers determine that it is in the best interests of the Issuer to publicly offer any portion of the Series 2021 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement"), and to approve a final Official Statement (the "Official Statement") in substantially the form attached hereto as Exhibit D, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer, in the consultation with the Issuer's Municipal Advisor, Lewis Young Robertson and Burningham, Inc., the Council desires to grant to any one of the following three: (i) the Mayor or Mayor pro tem of the City, (ii) the City Manager and (iii) the Finance Director. each a ("Designated Officer and collectively, the "Designated Officers") the authority to select the Underwriter/Purchaser, to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2021 Bonds shall be sold, to determine whether the Series 2021 Bonds should be sold and method of sale, and to make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Orem, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) refunding the Refunded Bonds, (c) funding any required debt service reserve fund, and (d) paying costs of issuance of the Series 2021 Bonds, the Issuer hereby authorizes the issuance of the Series 2021 Bonds which shall be designated "Orem City, Utah Water, Sewer and Storm Sewer Revenue and Refunding Bonds, Series 2021" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed $45,000,000. The Series 2021 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by a Designated Officer in consultation with the Issuer's Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Agreements, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and any Mayor pro tem or otherwise authorized Deputy (the "Mayor") and the City Recorder (or deputy or designee, collectively, the "City Recorder") are hereby authorized to execute and deliver the Indenture and one or more Bond Purchase Agreements, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by a Designated Officer, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. Any Designated Officer is hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2021 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Issuer hereby approves and authorizes the utilization of the Preliminary Official Statement in substantially the form attached hereto as Exhibit D in the marketing of the Series 2021 Bonds (as appropriate) and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement, with any necessary revisions and insertions to complete the same with the terms established for the Series 2021 Bonds.

Section 4. The Designated Officers and other appropriate officials of the Issuer are authorized to make any alterations, changes, deletions, or additions to the Indenture, the Series 2021 Bonds, the Bond Purchase Agreements, the Preliminary Official Statement, the Official Statement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2021 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Designated Officers or other appropriate officials on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 5. The form, terms, and provisions of the Series 2021 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2021 Bonds and to deliver said Series 2021 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers and other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order

of the Issuer for authentication and delivery of the Series 2021 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2021 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2021 Bonds, the Bond Purchase Agreements, and the Indenture. No provision of this Resolution, the Indenture, the Series 2021 Bonds, the Preliminary Official Statement, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax and disclosure compliance policies, and escrow agreements or any reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. The Issuer shall hold a public hearing on February 23, 2021, to receive input from the public with respect to (a) the issuance of the Series 2021 Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2021 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in The Salt Lake Tribune, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Orem City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (together, the "Act"), that on January 26, 2021, the City Council (the "Council") of the City of Orem, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water, Sewer and Storm Sewer Revenue and Refunding Bonds, Series 2021 (the "Series 2021 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to the issuance of the Series 2021 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on February 23, 2021, at the hour of 6:00 p.m. at 56 North State Street Orem, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2021 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2021 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2021 BONDS

The Series 2021 Bonds will be issued for the purpose of (a) financing improvements to the Issuer's water, sewer and storm sewer systems (collectively, the "System") and all related improvements (collectively, the "Project"), (b) refunding all or a portion of the Issuer's outstanding sewer revenue bonds (the "Refunded Bonds") (c) funding any required debt service reserve fund, and (d) paying costs of issuance of the Series 2021 Bonds.

REVENUES TO BE PLEDGED

The Series 2021 Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer's water, sewer and storm sewer systems (collectively, the "System").

PARAMETERS OF THE SERIES 2021 BONDS

The Issuer intends to issue the Series 2021 Bonds in the aggregate principal amount of not more than Forty-Five Million Dollars ($45,000,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum. The Series 2021 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture") which Indenture was before the Council and in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the

Council in such form and with such changes thereto as shall be approved by the Mayor or Mayor pro tem; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2021 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2021 Bonds, the Issuer currently has $18,575,000 principal amount of bonds outstanding secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE ISSUER

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

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2021 Bonds, if held until maturity is $54,637,000.

A copy of the Resolution and the Indenture are on file in the office of the Orem City Recorder, 56 North State Street, Orem, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it relates to the Series 2021 Bonds), or the Series 2021 Bonds, or any provision made for the security and payment of the Series 2021 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this January 26, 2021.

/s/ JoD'Ann Bates
City Recorder

Section 10. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2021 Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2021 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $45,000,000.

Section 12. Upon the issuance of the Series 2021 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2021 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

APPROVED AND ADOPTED this January 26, 2021.

CITY OF OREM, UTAH

(SEAL)

_____

Mayor

ATTEST:

_____

City Recorder

(Here follows business not pertinent to the above.)

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

(SEAL)

_____
Mayor

ATTEST:

_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, JoD'Ann Bates, the duly appointed and qualified City Recorder of the City of Orem, Utah (the "City"), does hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on January 26, 2021, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on January 26, 2021, and that there was published a Notice of Public Hearing and Bonds to be Issued (a) in The Salt Lake Tribune, a newspaper having general circulation within the City, (b) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this January 26, 2021.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, JoD'Ann Bates, the undersigned City Recorder of the City of Orem, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the January 26, 2021, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

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

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune pursuant to its subscription to the Utah Public Notice Website (http://pmn.utah.gov), at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year and (c) provided to at least one newspaper of general circulation within the City pursuant to its subscription to the Utah Public Notice Website (http://pmn.utah.gov).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 26, 2021.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document Nos. ___ and ___)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENTS

(See Transcript Document No. ___)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ___)

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

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE—Issued in Book-Entry Only Form

Bond Ratings: S&P "___"; Fitch "___"
(See "BOND RATINGS" herein)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2021A Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2021A Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" in this Official Statement.

$_____*
CITY OF OREM, UTAH
WATER, SEWER AND STORM SEWER REVENUE BONDS, SERIES 2021A

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

The $_____* Water, Sewer, and Storm Sewer Revenue and Refunding Bonds, Series 2021 (the "Series 2021A Bonds") are issuable by the City of Orem, Utah (the "City") as fully-registered bonds and, when initially issued, will be in book-entry form only, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal of and interest on such Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Principal of and interest on the Series 2021A Bonds (interest payable January 15 and July 15 of each year, commencing [July 15], 2021) are payable by U.S. Bank National Association, as Paying Agent, to the registered owners thereof, initially DTC. The Series 0221 Bonds will be issued as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof. See "THE SERIES 2021A BONDS" herein.

The Series 2021A Bonds are [subject to optional and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2021A BONDS—Redemption Provisions" herein.

The Series 2021A Bonds are being issued for the purpose of (i) financing the construction of improvements to the City's water, sewer and storm sewer systems (collectively, the "System") and all related improvements (the "Series 2021 Project"); [(ii) funding a deposit to the debt service reserve fund]; and (iii) paying costs of issuance with respect to the Series 2021A Bonds.

The Series 2021A Bonds are special limited obligations of the City, payable solely by a pledge and assignment of Revenues from the System, after payment of Operation and Maintenance Expenses of the System, and moneys on deposit in the funds and accounts (other than the Rebate Fund and the Repair and Replacement Fund) established in the Indenture between the City and U.S. Bank National Association, as trustee. The Series 2021A Bonds do not constitute a general obligation indebtedness or a pledge of the taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the System, the improvements financed with the proceeds of the Series 2021A Bonds or any portion thereof to secure payment of the Series 2021A Bonds. See "SECURITY AND SOURCES OF PAYMENT" herein.

The Series 2021A Bonds are offered when, as and if issued by the City and received by the Underwriter, subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City, and to certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by the office of the City Attorney. Lewis Young Robertson & Burningham, Inc. has served as municipal advisor to the City in connection with the issuance of the Series 2021A Bonds. It is expected that the Bonds will be available for delivery to DTC or its agent on or about _____, 2021.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2021, and the information contained herein speaks only as of that date.

STIFEL

* Preliminary; subject to change.

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

**$_____*
CITY OF OREM, UTAH
WATER, SEWER AND STORM SEWER REVENUE BONDS,
SERIES 2021A**

Due (July 15)	Principal Amount*	Interest Rate	Yield	CUSIP**
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				

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

---

* Preliminary; subject to change.

** The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2021A Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2021A Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2021A Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

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

No dealer, broker, salesman or any other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2021A Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

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

The yields at which the Series 2021A Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In addition, the Underwriter may allow concessions of discounts from the initial offering prices of the Bonds to dealers and others. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2021A Bonds. Such transactions, if commenced, may be discontinued at any time.

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

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

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Forward-looking statements are included in the Official Statement under the captions "THE SERIES 2021 PROJECT," "ESTIMATED SOURCES AND USES OF FUNDS," and "DEBT STRUCTURE OF THE CITY—Outstanding Obligations of the City" and "—Future Bond Issues." The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2021A Bonds.

THE SERIES 2021A BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2021A BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**$_____*
CITY OF OREM, UTAH
WATER, SEWER AND STORM SEWER REVENUE BONDS
SERIES 2021A**

56 North State Street
Orem, Utah 84057
(801) 229-7004

MAYOR AND CITY COUNCIL

Richard F. Brunst..... Mayor
Jeff Lambson ..... Councilmember
Debra Lauret..... Councilmember
Tom Macdonald..... Councilmember
Terry Peterson ..... Councilmember
David Spencer ..... Councilmember
Brent Sumner..... Councilmember

CITY ADMINISTRATION

James P. Davidson..... City Manager
Brenn Bybee ..... Assistant City Manager
Brandon Nelson ..... Finance Director
JoD' Ann Bates..... City Recorder

PAYING AGENT & BOND REGISTRAR

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

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND & DISCLOSURE COUNSEL

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

UNDERWRITER

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

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OFFICIAL STATEMENT

RELATED TO

**$_____*
CITY OF OREM, UTAH
WATER, SEWER AND STORM SEWER REVENUE BONDS
SERIES 2021A**

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices, provides information in connection with the issuance and sale by the City of Orem, Utah (the "City") of its $_____* Water, Sewer, and Storm Sewer Revenue Bonds, Series 2021A (the "Series 2021A Bonds"). This introduction is only a brief description of the Series 2021A Bonds, as hereinafter defined, the security and source of payment for the Series 2021A Bonds and certain information regarding the City. The information contained herein is expressly qualified by reference to the entire Official Statement. Investors are urged to make a full review of the entire Official Statement.

See the following appendices that are attached hereto and incorporated herein by reference: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020; APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE OF TRUST; APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND UTAH COUNTY; APPENDIX D—PROPOSED FORM OF OPINION OF BOND COUNSEL; APPENDIX E—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING; and APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The City

The City was incorporated in 1919 and covers an area of approximately 18 square miles. It is located in Utah County, Utah, approximately 40 miles south of Salt Lake City, Utah, and adjacent to Provo City, Utah. The U.S. Census Bureau estimated the City's 2019 population to be 97,828 residents, making it the fifth most populous city in the State of Utah (the "State"). For additional information regarding the City, see "THE CITY"; "FINANCIAL INFORMATION REGARDING THE CITY"; "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020"; and "APPENDIX B—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND UTAH COUNTY."

Authorization and Purpose of the Series 2021A Bonds

The Series 2021A Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a resolution adopted by the City Council of the City (the "City Council") on [January 26, 2021], which provides for the issuance of the Series 2021A Bonds; and (iii) a General Indenture of Trust dated as of March 1, 2005 (the "General Indenture"), as heretofore supplemented and amended, and as further supplemented and amended by a Fifth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the "Fifth Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank National Association, as trustee (the "Trustee").

The Series 2021A Bonds are being issued for the purpose of (i) financing the construction of improvements to the City's water, sewer and storm sewer systems (collectively, the "System") and all related improvements (the "Series 2021 Project"); [(ii) funding a deposit to the debt service reserve fund]; and (iii) paying costs of issuance with

* Preliminary; subject to change.

respect to the Series 2021A Bonds. See "THE SERIES 2021A PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS."

The System

The System provides water, sewer, and storm sewer services to homes, businesses, and institutions in the City. The Water System has approximately [23,811] [FY 2020] connections with an average daily consumption of [23.6] million gallons a day ("MGD") during the fiscal year ended June 30, 2020. The System service area includes an area of over 18 square miles. The Water System currently has approximately [357] miles of transmission lines and [125] miles of lateral lines and [7] water storage tanks with storage capacity of approximately [22.35] million gallons. The primary sources of water for the City are wells, springs, storage water, and surface water. The Storm Sewer System consists of approximately [88.5] miles of storm drain pipe ranging in size from six inches to fifty-four inches. Beginning with the Series 2021A Bonds, revenues from the City's sewer system (the "Sewer System") will also be pledged under the Indenture. The Sewer System includes approximately 340 miles of sewer pipe ranging from 6 inch to 48 inch in size servicing approximately [_____] sewer connections. The Sewer System covers all areas within the City's boundaries [except for _____]. The City owns and operates its water reclamation plant. See "THE SYSTEM."

Security and Sources of Payment for the Series 2021A Bonds

The Series 2021A Bonds, together with interest thereon, are special limited obligations of the City, payable solely from and secured solely by a pledge and assignment of Revenues of the System, after payment of Operation and Maintenance Expenses (as each such term is defined in APPENDIX B hereto) of the System (the "Net Revenues"), and moneys on deposit in the funds and accounts established under the Indenture (other than the Rebate Fund and the Repair and Replacement Fund). The Revenues consist of all revenues, fees, income, rents and receipts received or earned by the City from or attributable to the ownership and operation of the System, together with all interest earned by and profits derived from the sale of investments in the related funds thereof.

As noted above, the beginning with the Series 2021A Bonds, revenues from the Sewer System will be added to the revenues pledged under the Indenture. The Fifth Supplemental Indenture includes an amendment to the General Indenture to effect this change.

The Series 2021A Bonds do not constitute a general obligation indebtedness or a pledge of the taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the System or any of the improvements financed with the proceeds of the Series 2021A Bonds or any portion thereof to secure payment of the Series 2021A Bonds. See "SECURITY AND SOURCES OF PAYMENT" herein.

Parity Bonds and Additional Bonds

The City has previously issued and has outstanding under the Indenture as of [January 1], 2021, its (i) Water and Storm Sewer Revenue Bonds, Series 2005B outstanding in the aggregate principal amount of $834,000 (the "Series 2005B Bonds"); (ii) Water and Storm Sewer Revenue Refunding Bonds, Series 2013 outstanding in the aggregate principal amount of $6,424,000 (the "Series 2013 Bonds"); and (iii) Water and Storm Sewer Revenue Refunding Bonds, Series 2016, outstanding in the aggregate principal amount of $4,180,000 (the "Series 2016 Bonds").

[Concurrently with the issuance of the Series 2021A Bonds, the City plans to issue its $_____* Water, Sewer, and Storm Sewer Revenue Refunding Bonds, Series 2021B (the "Series 2021B Bonds"), which will be privately placed. The Series 2021B Bonds will be issued under the Indenture on a parity with the Series 2021A Bonds. The Series 2021B Bonds are being issued to refund the City's Taxable Sewer Revenue Bonds, Series 2010 (the "Sewer Bonds") under a bond resolution dated January 26, 2010. *The Series 2021B Bonds are not being offered pursuant to this Official Statement, which pertains only to the Series 2021A Bonds.*]

The outstanding Series 2005B Bonds, Series 2013 Bonds, and Series 2016 Bonds are referred to herein as the "Parity Bonds." The Parity Bonds are payable from and secured by the Net Revenues on an equal parity with the Series 2021A Bonds. The Indenture permits the issuance of additional bonds (the "Additional Bonds") secured by the

Net Revenues, on an equal lien parity with the Series 2021A Bonds and the Parity Bonds, but requires that the City provide certain certificates and opinions as a condition to the issuance of Additional Bonds. See "SECURITY AND SOURCES OF PAYMENT—Additional Bonds" herein. The Series 2021A Bonds, the Parity Bonds, and any Additional Bonds are collectively referred to herein as the "Bonds."

Redemption Provisions

The Series 2021A Bonds are [subject to optional and mandatory sinking fund redemption] prior to maturity. See "THE BONDS—Redemption Provisions" herein.

Registration, Denominations, Manner of Payment

The Series 2021A Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2021A Bonds. Purchases of Series 2021A Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Series 2021A Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2021A Bonds.

Principal of and interest on the Series 2021A Bonds (interest payable January 15 and July 15 of each year, commencing [July 15, 2021]) are payable by U.S. Bank National Association, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Series 2021A Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Bonds, as described under "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" below.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2021A Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2021A Bonds is exempt from income taxation by the State of Utah. See "TAX MATTERS" in this Official Statement.

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

The Series 2021A Bonds are offered, subject to prior sale, when, as and if issued and received by the Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by the office of the City Attorney. Lewis Young Robertson & Burningham, Inc. has acted as Municipal Advisor to the City in connection with the issuance of the Series 2021A Bonds. It is expected that the Series 2021A Bonds, in book-entry form only, will be available to DTC or its agent on or about _____, 2021.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the Series 2021A Bonds, the System, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2021A Bonds are qualified in their entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned document. [Descriptions of the Indenture and the Series 2021A Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction.] During the period of the offering of the Series 2021A Bonds, copies of the preliminary form of such document will be available

from the "Contact Persons" as indicated below. Also see "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE" below.

Contact Persons

As of the date of this Official Statement, the chief contact person for the City concerning the Series 2021A Bonds is:

[Brandon Nelson]
Finance Director
City of Orem
56 North State
Orem, Utah 84057
(801) 229-7117
bnelson@orem.org

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

Laura D. Lewis, Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
laura@lewisyoung.com

THE SERIES 2021A BONDS

General

The Series 2021A Bonds will be dated the date of their initial delivery, and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2021A Bonds will be payable semiannually on January 15 and July 15 of each year commencing [July 15, 2021]. The Series 2021A Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Series 2021A Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside front cover page hereof. Interest on the Series 2021A Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2021A Bonds will be payable by check or draft mailed by the Paying Agent to the Registered Owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2021A Bonds will be payable at the principal corporate trust office of U.S. Bank National Association, Salt Lake City, Utah, as Trustee and Paying Agent, or its successor upon presentation of the Series 2021A Bonds by the Registered Owners or their duly authorized agents on or after the date of maturity or redemption.

Redemption

[Optional Redemption. The Series 2021A Bonds maturing on or before July 15, 20___, are not subject to redemption prior to maturity. The Series 2021A Bonds maturing on or after July 15, 20___, are subject to redemption prior to maturity in whole or in part at the option of the City on July 15, 20___, or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City at a redemption price equal to 100% of the principal amount of the Series 2021A Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.]

[Mandatory Sinking Fund Redemption. The Series 2021A Bonds maturing on July 15, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

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

* Final Maturity Date

Upon redemption of any Series 2021A Bonds maturing on July 15, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2021A Bonds maturing on July 15, 20___, in such order of mandatory sinking fund date as shall be directed by the City.]

Selection for Redemption. If fewer than all of the Series 2021A Bonds of any maturity are to be redeemed, the portion of such maturity to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee in its discretion may deem fair and appropriate.

Notice and Effect of Redemption. In the event any of the Series 2021A Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in the Indenture. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2021A Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar, at least 30 days but not more than 60 days prior to the date fixed for redemption. If at the time of mailing of any notice of optional redemption there is not on deposit with the Trustee moneys sufficient to redeem all the Series 2021A Bonds called for redemption, such notice will state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Series 2021A Bonds to be redeemed and that if such moneys are not so received said notice is of no force and effect and the City is not required to redeem such Series 2021A Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

Book-Entry Only System

The Series 2021A Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC"), New York, New York, or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Series 2021A Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Series 2021A Bonds for all purposes of the Series 2021A Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2021A Bonds may be made in denominations described above. For a description of the book-entry only system, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Registration, Transfer, and Exchange

In the event that the book-entry-only system has been terminated, the Series 2021A Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or their duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2021A Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations. For every such exchange or transfer of the Series 2021A Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2021A Bonds, but may impose no other charge therefor. The Trustee and the City shall not be required to transfer or exchange any Series 2021A Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling

any Series 2021A Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Series 2021A Bond for redemption.

"Regular Record Date" means, with respect to the Series 2021A Bonds, the fifteenth day immediately preceding each Interest Payment Date.

THE SERIES 2021 PROJECT

A portion of the proceeds from the Series 2021A Bonds will be used to pay all or a portion of the costs of improvements to the System, including _____.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Series 2021A Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Series 2021A Bonds	$
Net Reoffering Premium	
Total	

Uses of Funds

Deposit to Construction Fund	$
[Payment of Capitalized Interest][(1)]	
Costs of Issuance[(2)]	
Total	

(1) [Payment of a portion of interest capitalized through _____.]

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

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DEBT SERVICE SCHEDULE FOR THE BONDS

Payment Date	Series 2021A Bonds Principal*	Interest	Parity Bonds Debt Service	Fiscal Total

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

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Bonds are special limited obligations of the City, payable equally and ratably solely by a pledge of Revenues from the System, after payment of Operation and Maintenance Expenses of the System (the "Net Revenues"), and moneys on deposit in the funds and accounts established in the Indenture (other than the Rebate Fund and the Repair and Replacement Fund). The Bonds do not constitute a general obligation indebtedness or a pledge of the taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the System or the improvements financed with the proceeds of the Bonds or any portion thereof to secure payment of the Bonds.

The Fifth Supplemental Indenture will amend the General Indenture such that revenues from the Sewer System will be pledged under the Indenture to the payment of the Bonds. Under the Indenture, "Revenues" are defined all revenues, fees, income, rents and receipts received or earned by the City from or attributable to the ownership and operation of the System, together with all interest earned by and profits derived from the sale of investments in the related funds thereof. As amended, under the Indenture the System includes the City's culinary water, sewer and storm sewer enterprise facilities, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said System, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses and rights of way of the City and all other works, property, structures, equipment of the City and contract rights and other tangible and intangible assets of the City now or hereafter owned or used in connection with, or related to said System.

Flow of Funds

To secure the timely payment of the principal of and interest on the Bonds, the City has pledged to the Trustee the Net Revenues and moneys on deposit in the funds and accounts established by the Indenture (other than the Rebate Fund and the Repair and Replacement Fund). The Indenture establishes a Bond Fund, a Debt Service Reserve Fund, a Reserve Instrument Fund, a Revenue Fund and certain other funds and accounts.

The Indenture provides that all Revenues shall be accounted for and maintained by the City in the Revenue Fund, separate and apart from all other moneys of the City. The Indenture provides that the Revenues shall be expended and used by the City only in the following manner and order of priority:

(a) As a first charge and lien on the Revenues, the City shall cause to be paid from the Revenue Fund from time to time as the City shall determine, all Operation and Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

(b) So long as any Bonds are Outstanding, as a second charge and lien on the Revenues, i.e., from the Net Revenues, the City shall, on or before the first day of each month, transfer and deposit into the Bond Fund from the Revenue Fund an amount equal to:

(i) approximately one-sixth of the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds, provided, however, that in the event that less than six months will transpire prior to the first Interest Payment Date following the issuance of a Series of Bonds, the City shall transfer an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds; plus

(ii) approximately one-twelfth of the principal and premium and Sinking Fund Installments, if any, falling due on the next succeeding Interest Payment Date established for the Bonds on which principal is due, provided, however, that in the event principal on a Series of Bonds is due on the first Interest Payment Date following the issuance of such Series, the Issuer shall deposit an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of principal and premium and Sinking Fund Installment, if any, due on such Interest Payment Date.

(c) As a third charge and lien on the Net Revenues, the City shall make the following monthly deposits:

(i) To the extent the Debt Service Reserve Requirement is not funded with a Reserve Instrument or Instruments, to the Debt Service Reserve Fund any amounts required under the Indenture and by any Supplemental Indenture to accumulate therein the Debt Service Reserve Requirement at the times and in the amounts provided in the Indenture and in any Supplemental Indenture, or a ratable portion (based on the amount to be transferred pursuant to Subparagraph (ii) of this Paragraph) of remaining Net Revenues if less than the amount necessary. Moneys in the Debt Service Reserve Fund shall be used only to prevent deficiencies in the payment of the principal of or interest on the Bonds resulting from a failure to deposit into the Bond Fund sufficient funds to pay debt service and Sinking Fund Installments on the Bonds. If funds shall have been withdrawn from the Debt Service Reserve Fund to pay debt service or Sinking Fund Installments, the City shall deposit Net Revenues in the Debt Service Reserve Fund sufficient in amount to restore such moneys so withdrawn within one year with twelve substantially equal payments during such one-year period. Moneys in each account in the Debt Service Reserve Fund shall be used only to prevent deficiencies in the payment of the principal of or interest on the applicable Series of Bonds for which such account was created.

(ii) Equally and ratably to the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of such month, such amount of the remaining Net Revenues, or a ratable portion (based on the amount to be transferred pursuant to Subparagraph (i) of this Paragraph) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Net Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit.

(d) As a fourth charge and lien on the Net Revenues, the City shall deposit in the Repair and Replacement Fund any amount required by the Indenture and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the City shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Net Revenues of the System after payments required by Paragraphs (a), (b) and (c) above have been made, and other legally available moneys, until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. Subject to the provisions of the following Paragraph, this provision is not intended to limit, and shall not limit, the right of the City to deposit additional moneys in the Repair and Replacement Fund from time to time as the Issuer may determine.

(e) Subject to making the foregoing deposits, the City shall use the balance of the Net Revenues accounted for in the Revenue Fund for:

(i) redemption of Bonds for cancellation prior to maturity by depositing the same into the Bond Fund;

(ii) refinancing, refunding, or advance refunding of any Bonds; or

(iii) for any other lawful municipal purpose.

Debt Service Reserve Fund

The City agrees in the Indenture that moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall either be (i) deposited immediately upon the

issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, (ii) deposited from available Net Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any Security Instrument City set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained, the City is required pursuant to the Indenture and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

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

[There is no Debt Service Reserve Requirement for the Series 2021A Bonds and no Debt Service Reserve Account will be funded with respect to the Series 2021A Bonds.]

Rate Covenant

The City covenants in the Indenture that so long as any obligations remain outstanding thereunder, the City will establish and collect rates and charges (including connection fees) for services rendered by the System which, for the forthcoming year are reasonably expected to produce Net Revenues equal to 125% of the Aggregate Annual Debt Service Requirement for such year.

The City agrees that proper records and accounts showing complete and correct entries of all transactions relating to the System will be kept by the City separate and apart from all other records and accounts. An annual audit of such records and accounts will be made by an independent firm of certified public accountants.

Parity Bonds

The City has previously issued the Parity Bonds under the General Indenture and such Bonds are payable from and secured by the Net Revenues on an equal parity with the Series 2021A Bonds. Proceeds from the sale of the Parity Bonds were used to pay the costs of improvements to the System.

Additional Bonds

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

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This paragraph (a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Net Revenues for any Year in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 125% of the sum of the Aggregate Annual Debt Service Requirement on all Bonds Outstanding for said Year and provided, however, that such Revenue coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture, (ii) the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith and (iii) the maximum

Aggregate Annual Debt Service Requirement for such Additional Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith; and

(c) The City shall have delivered to the Trustee a certificate from a Qualified Engineer:

(i) setting forth the Estimated Net Revenues, described in the Indenture, (assuming, if applicable, the completion of the Project, or any portion thereof, financed with proceeds of the Additional Bonds) either:

(A) for each of the two Bond Fund Years succeeding the latest estimated date of completion of the Project, or any portion thereof, if proceeds of the Additional Bonds are used to fund interest during the construction period, or

(B) if (A) is not the case, for the then current Bond Fund Year and each succeeding Bond Fund Year to and including the second Bond Fund Year succeeding the latest estimated date of completion of the Project, or any portion thereof; and

(ii) verifying that the Estimated Net Revenues as shown in (i) above for each of such Bond Fund Years are not less than 125% of the Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any principal reductions resulting from regularly scheduled principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued.

For purposes of this subsection (c), "Estimated Net Revenues" shall be determined by the Qualified Engineer as follows:

(A) The total Net Revenues of the System for any Year in the 24 months immediately preceding the authentication and delivery of the Additional Bonds shall first be determined. For purposes of these calculations, Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Additional Bonds.

(B) Next, the additional Net Revenues, if any, resulting from the Project, or any portion thereof, financed with the proceeds of the Additional Bonds will be estimated by the Qualified Engineer for the applicable Bond Fund Years as determined in (c)(i)(A) or (B) above.

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

(iv) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance) and/or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance).

THE SYSTEM

Structure and Management

[The City Engineer is responsible for new construction of any improvements to the System. The Director of Public Works is responsible for the maintenance, operation, and management of the System. Employees from other city departments provide, accounting, billing, inventory control, data processing, legal, and other services for the System. The City maintains separate enterprise funds to account for revenues and expenses of the Water System, the Sewer System, the Sewer System, and the Storm Sewer System.]

The Water System

[For review and update]

Overview. The Water System currently has approximately 357 miles of transmission lines, 125 miles of lateral lines and 7 water storage tanks with storage capacity of approximately 22.03 million gallons. The primary sources of water for the City are set forth below. The Water System currently services all City residents and a small number of connections in the Town of Vineyard pursuant to the hereinafter described Vineyard Interlocal Agreement. The City will cease to serve those connections once the Town of Vineyard is capable of serving them.

Water Supply. The City receives its water from a combination of springs, wells, storage water and surface water. The City owns the rights to the water that is produced from wells and springs. The Metropolitan Water District of Orem owns the rights to storage water and surface water.

The Metropolitan Water District of Orem ("MWDO") is a metropolitan water district organized and existing under the laws of the State of Utah. MWDO was incorporated for the purposes of acquiring, developing, storing and selling water for the benefit of the City. Although the City does not own the water that is acquired by MWDO, the City has a preferential right to purchase water from MWDO at rates prescribed by the Board of Trustees of MWDO (the "MWDO Board"). Members of the MWDO Board are appointed by the City Council.

MWDO has petitioned the Central Utah Water Conservancy District ("CUWCD") for an allocation of water of up to 7,520 acre feet per year. MWDO made such petition to provide the City with a long-term reliable source of water. MWDO currently receives 2,500 acre feet of water per year pursuant to the petition and will increase its allocation by 500 acre feet per year until the maximum petition amount of 7,520 acre feet is achieved. The cost for each 500 acre foot allocation is approximately $80,000. MWDO uses property tax collections as well as impact fees that are charged and collected by the City and remitted to MWDO to pay the costs of such water. In addition, the City uses Revenues from the System to pay for the costs of such water and has the ability to increase its water rates to cover the additional costs of such allocations. MWDO (and consequently the City) must pay for such water whether or not it uses such water.

The following table shows the City's historic, actual production of water by source from fiscal year 2011 to 2020.

Historic Water Production by Source in Acre Feet and Peak Demand Range

Fiscal Year	Springs	Wells	Surface Water[(1)]	Total
2020	4,390	8,340	15,347	28,077
2019	2,267	8,720	14,905	25,892
2018	3,619	5,670	18,807	28,096
2017	3,057	7,617	17,509	28,183
2016	2,476	8,430	16,556	27,462
2015	2,232	7,666	16,494	26,392
2014	2,384	7,158	17,915	27,457
2013	2,958	6,936	17,698	27,592
2012	5,272	6,270	17,627	29,169
2011	5,075	4,888	15,881	25,844

The City currently has legal entitlement to approximately 46,550 acre feet of water, approximately 3,700 acre feet of which is in springs, approximately 18,000 acre feet of which is in wells and approximately 24,850 acre feet of which is in surface water. Although the City has legal entitlement to such amount of water, it may not be able to access all of that water since the City can only draw the water according to its availability, which could fluctuate due to conditions such as drought. The City reports that the historic availability of water has more than amply provided for its needs.

The following table sets forth the projected sources and amount of legal entitlement to those sources for the next five years, as well as the project demand for water during that time. As stated above, although the City has legal entitlement to such amounts, it may not be able to draw the entire amount due to availability.

Projected Water Supply Production and Demand in Acre Feet

Year	Springs	Well	Surface	Total Sources	Demand

Pursuant to an Interlocal Agreement dated June 28, 2011 (the "Vineyard Interlocal Agreement") by and among the City, MWDO and the Town of Vineyard, Utah ("Vineyard"), the City and MWDO have agreed to sell up to 3,500 acre feet per year of City and MWDO water to Vineyard. The Vineyard Interlocal Agreement requires that Vineyard must subscribe in an initial 500-acre-foot block and 100-acre-foot blocks after the initial 500-acre-foot block. Vineyard must pay to the City an amount equal to the cost of the water plus a 50% surcharge, plus other costs including treatment and carriage costs, and an administrative fee (which amount currently totals 12% of all costs). The Vineyard Interlocal Agreement contains a scheduled expiration date of June 30, 2057.

Storage Capacity. The City currently has 7 water storage tanks with approximately 22.35 million gallons of water storage capacity. State law requires that water storage systems have adequate storage for periods when demand exceeds supply.

The use of the water storage tanks enables the Water System to provide adequate service during peak demand times when the customers are using more water than can be produced at one time. The storage tanks are scheduled to

be refilled at night when water demand is low. By filling the storage tanks at night, the Water System is able to make more efficient use of wells by operating them 24 hours a day at a more constant rate. Most of the storage tanks feed water to the distribution system by gravity. This provides for water during infrequent power outages when pumping of the City's wells would not be possible.

Distribution. The distribution facilities of the Water System include approximately 346 miles of transmission pipelines ranging from 4 to 48 inches. The Water System also has another approximately 120 miles of service laterals that bring the water from the mains to the customers. Most of the Water System is made of cast iron or ductile iron pipe. The water is brought from the mainlines to the customer through the service laterals and is metered at this point. The majority of the lines in the Water System are approximately 25 to 35 years old.

Telemetry equipment is used to monitor key components of the Water System. This equipment allows Water System operators to monitor tank levels and key pressure points throughout the Water System. The wells are also monitored by the use of this equipment. The use of telemetry equipment saves many miles of daily travel as well as providing a savings of manpower. Constant monitoring alerts Water System operators to possible problem areas so that corrective measures can be taken before serious problems arise.

The City reports that the status of its distribution facilities is generally good and adequate to provide sufficient water pressure throughout the Water System for the foreseeable future.

Water Rights, Licenses, Permits, Approvals, and Environmental Considerations. The City has obtained all necessary State water rights in connection with the wells of the Water System. The City has obtained all necessary state and local licenses, permits and approvals for operation and maintenance of the City's water facilities. The City is not aware of any material environmental issues facing the Water System.

The City reports that the Water System is currently operated in compliance with the provisions of all applicable environmental health and safety laws and regulations including, but not limited to, the Safe Drinking Water Act of 1986 and the Utah Safe Drinking Water Act.

Water Rates. The City Council has full and independent power, as granted by State law to establish revenue levels and rate design for water service provided by the City. The City is not subject to rate regulation by any State or federal regulatory body, and is empowered to set rates effective at any time.

The City's water rates consist of a base rate based on meter size plus a tiered usage rate as shown below. Charges are assessed on total amount of consumption in increments of 1,000 gallons in a manner established by policy and ordinances. All fees are double for accounts located outside the City limits.

Water Rates

Monthly Water Base Rates by Size

Meter Size	Base Rate
3/4"	$20.20
1"	39.22
1 1/2"	110.42
2"	181.64
3"	276.59
4"	466.48
6"	1,178.58
8"	1,574.21
10"	2,361.32

Present and Historical Water Rates

Fiscal Year	Rate for 3/4" Meter	Tier 1 [(1)]	Tier 2 [(1)]	Tier 3 [(1)]	Tier 4 [(1)]
2020	$20.20 + Tier / 1,000 gallons	$0.98	$1.22	$1.45	$1.94
2019	$18.70 + Tier / 1,000 gallons	$0.88	$1.10	$1.31	$1.75
2018	$17.16 + Tier / 1,000 gallons	$0.79	$0.99	$1.18	$1.58
2017	$15.74 + Tier / 1,000 gallons	$0.71	$0.89	$1.07	$1.42
2016	$14.19 + $0.58 / 1,000 gallons	N/A	N/A	N/A	N/A
2015	$13.94 + $0.58 / 1,000 gallons	N/A	N/A	N/A	N/A
2014	$13.69 + $0.58 / 1,000 gallons	N/A	N/A	N/A	N/A
2013	$13.07 + $0.58 / 1,000 gallons	N/A	N/A	N/A	N/A
2012	$12.66 + $0.58 / 1,000 gallons	N/A	N/A	N/A	N/A
2011	$10.66 + $0.58 / 1,000 gallons	N/A	N/A	N/A	N/A

(1) See table below for water usage associated with these tiers.

Flow Allotment by Meter Size (per 1,000 gallons per month)

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
3/4"	1–11	11–34	34–65	65 +
1"	1–18	18–57	57–109	109 +
1 1/2"	1–37	37–113	113–216	216 +
2"	1–59	59–181	181–346	346 +
3"	1–110	110–340	340–650	650 +
4"	1–220	220–680	680–1,300	1,300 +
6"	1–458	458–1,417	1,417–2,709	2,709 +
8"	1–587	587–1,813	1,813–3,466	3,466 +
10"	1–1,063	1,063–3,287	3,287–6,284	6,284 +

Connections, Consumption, and Largest Water Users. [*Add general description*]

Connection Fees

Water Meter Size	Connection
3/4"	$287
1"	$359
1-1/2"	$681
2"	$885
3”	meter market price + $547
4”	meter market price + $547
6”	meter market price + $547
8”	meter market price + $547
10”	meter market price + $547

The historical record of connections to the Water System is as follows.

Water Connections Historical Growth

Fiscal Year	Connections	From Prior Year
2020	23,811	2.5%
2019	23,237	0.6%
2018	23,103	0.9%
2017	22,902	0.6%
2016	22,771	1.2%
2015	22,492	1.4%
2014	22,176	0.3%
2013	22,107	0.6%
2012	21,965	0.7%
2011	21,807	0.8%

Projected Connections

Fiscal Year	Connections
2025	25,026
2024	24,778
2023	24,532
2022	24,290
2021	24,049

Water Consumption and Connections

Fiscal Year	Total Sales in Dollars	% Total Change	Avg. # of Meters	Average Bill Per Year	Total Sales in 1,000 Gallons	Average Bill Per Month
2020	$17,184,518	9.9%	23,811	$721.71	7,026,558	$60.14
2019	15,639,578	5.5	23,237	673.05	6,831,707	56.09
2018	14,819,028	19.3	23,103	641.43	6,879,549	53.45
2017	12,424,295	17.3	22,902	542.50	6,993,725	45.21
2016	10,594,075	3.9	22,771	465.24	6,657,010	38.77
2015	10,193,013	1.1	22,634	450.34	6,424,608	37.53
2014	10,086,651	0.4	22,279	452.74	6,704,101	37.73
2013	10,044,785	3.0	22,160	453.28	7,190,953	37.77
2012	9,752,981	5.6	21,965	444.02	6,884,015	37.00
2011	9,237,211	5.2	21,807	423.59	6,337,937	35.30

The following table sets forth the largest water users of the Water System for the fiscal year ended June 30, 2020. Such users also have the largest bills for services provided by the Water System.

Largest Users of the Water System

Entity	Type of Entity	Annual Consumption in 1,000 Gallons	Percentage of Total Consumption	Total Sales
Alpine School District	Education	215,490	3.13%	$466,951
Utah Valley University	Higher Education	176,201	2.56	373,802
Church of Jesus Christ of LDS	Religious Institution	160,499	2.33	390,303
Midtown 360	Mixed Use Complex	123,942	1.80	244,528
Canyon Park Technology Center	Business Park	56,467	0.82	131,464
Supersonic Car Wash	Retail	35,780	0.52	64,856
U.S. Synthetic	Manufacturer	32,316	0.47	58,444
Timpanogos Regional Hospital	Healthcare	26,481	0.38	48,232
Intermountain Healthcare	Healthcare	25,864	0.38	52,955
University Mall	Retail	24,586	0.36	79,261
Moxtek	Manufacturer	22,469	0.33	44,228
Boyer Group	Retail	17,505	0.25	40,446
Wolverine Crossing LLC	Housing Complex	15,296	0.22	72,836
Mity Lite Inc.	Manufacturer	12,077	0.18	26,014
Quick Quack	Car Wash	10,272	0.15	19,004
Wiggy Wash	Car Wash	9,878	0.14	17,673
Pinehurst Plaza	Retail	9,235	0.13	23,020
Provo Canyon School	Housing / Healthcare	9,761	0.14	19,101
The Ponds at Sleepy Ridge	Housing Complex	8,719	0.13	16,511
Super Target	Retail	8,627	0.13	17,869
R.D. Losee LLC	Retail	8,111	0.12	15,716
Total		1,009,576	14.67	2,223,214

Note: For fiscal year ended June 30, 2020. Based on total water consumption for fiscal year 2020 of 6,879,549,000.

The Sewer System

General. The Sewer System consists of approximately _____ miles of [6" to 52"] sewer collection and trunk main lines and a City-owned water reclamation plant (the "Water Reclamation Plant"). The Sewer System services a _____-square mile area, which covers all areas within the City's boundaries.

Water Reclamation Plant. The Water Reclamation Plant is located on 37 acres in the City and is designed to treat an average daily inflow of 14,000,000 gallons from domestic, commercial, and industrial sources. Presently, 8,000,000 gallons of wastewater are treated each day, reducing the impurities to a level that meets the present state and EPA requirements. The Water Reclamation Plant is a modern wastewater facility with 16 full-time employees and 2 flexible employees.

[The Water Reclamation Plant utilizes an extended aeration activated sludge treatment process. The plant consists of _____ __-inch diameter influent screw pumps, ___ ___" bar screens, ___ air-lift grit chambers, ___ bio selector, ___ bio reactors (oxidation ditches), ___ final clarifiers, low pressure high intensity ultraviolet disinfection, cascade aeration, gravity thickener, and three de-watering centrifuges. Biosolids are currently transported to the county landfill for composting, which produces Class A biosolids.]

Average Monthly and Peak Day Flows. The following table sets forth the historical and projected average daily influent flow into the Water Reclamation Plant, expressed in million gallons per day (MGD). The average peak flow for the last five years is _____ MGD. The peak day flows into the Water Reclamation Plant for the last five years are shown below.

Historical and Projected Average Daily Flow

Year	Average Daily Flow (MGD)
Historical	
2016	
2017	
2018	
2019	
2020	
Projected	
2021	
2022	
2023	
2024	
2025	

Historical Peak Day Flows

Year	Peak Day Flows (MGD)
2020	
2019	
2018	
2017	
2016	

Service Connections. The following table sets forth the actual number of service connections and flows to the Sewer System for the years shown:

Year	Residential	Commercial/ Industrial[(1)]	Total Connections	Percent Change from Prior Year

(Source: The City.)

Connection to the Sewer System is generally accomplished by a City crew at a cost of $_____ per connection.

Sewer System Rates and Charges. Sewer System customers are charged a base rate for sewer service based on their water meter size. Residential customers also pay a sewer usage fee based on average winter water use of $0.38 per 1,000 gallons of water usage over 6,000 gallons. For non-residential customers, the base rate does not include any minimum usage and the $0.38 per 1,000 gallons charge is collected on all water usage.

The following table summarizes the monthly service rates as of _____.

Meter Size	City Monthly Sewer Base Rate	Total Monthly Base Charge
3/4" and smaller		
1"		
1 1/2"		
2"		
3"		
4"		
6"		
8"		

Major Users of the Sewer System. The following table sets forth the largest users of the Sewer System and the approximate revenues derived by the City from sewer services to those users for the fiscal year ended June 30, 2020:

Name of User	Revenues	Percent of Total System Revenues[(1)]

(1) Based on total operating revenues of the Sewer System for fiscal year 2020 of $_____.

Licenses, Permits, Approvals and Environmental Considerations. [The City is in compliance with all required licenses, permits, approvals and environmental considerations with respect to the operation of the Sewer System. In addition, the System has not received any notice of violations in at least the last five years.]

The Storm Sewer System

Description. The City's Storm Sewer System consists of several thousand additional injection wells located on public and private property and approximately 88.5 miles of storm drain pipe. Pipe sizes range from six inches to sixty inches. The vast majority of such pipe is 24 inches or less. The Storm Sewer System also includes 26 detention areas for storm water. Those detention areas include multi-use facilities with turf grass areas that are open to the public and some unimproved areas, some of which contain wetland areas.

Rates. The City currently imposes a rate of $7.35 per residence (ESU = 2700 square feet) for services provided by the Storm Sewer System. Commercial properties are calculated based on the amount of impervious surface area divided by 2,700 resulting in the number of ESUs it is assessed.

Historical Storm Water Rates. The following table sets forth the Storm Water Rates for the years shown. Rates are based on an Equivalent Service Unit ("ESU") basis.

Fiscal Year	Rate
2020	$7.35 per ESU
2019	7.10 per ESU
2018	6.75 per ESU
2017	6.25 per ESU
2016	5.25 per ESU
2015	5.25 per ESU
2014	5.00 per ESU
2013	4.75 per ESU
2012	4.75 per ESU
2011	4.75 per ESU

Largest Payers. The following table sets forth the largest payers of the fees charged for the services provided by the Storm Sewer System for the fiscal year ended June 30, 2020.

Entity	Nature of Entity	Amount of ESU's	Revenues	% of Total Revenue
LDS Church	Religious	3,031	$267,334	5.50%
Alpine School District	Education	2,452	216,266	4.45
Utah Valley University	Higher Education	2,279	201,008	4.13
Canyon Office Park	Office Space	808	71,266	1.47
University Place (Mall)	Retail	734	64,739	1.33
Utah Transit Authority	Government	322	28,400	0.58
Geneva Rock	Construction	308	27,166	0.56
Wal Mart	Retail	258	22,756	0.47
Boyer Company	Retail	258	22,756	0.47
Costco	Retail	238	20,992	0.43
University Crossing	Apartment Complex	230	20,286	0.42
Wolverine Crossing	Mixed Use Complex	209	18,434	0.38
Timpanogos Hospital	Medical Services	206	18,169	0.37
U.S. Synthetic Corp.	Manufacturer	199	17,552	0.36
Intermountain Healthcare	Medical Services	184	16,229	0.33
Super Target	Retail	184	16,229	0.33
Geneva Pipe Co.	Construction	183	16,141	0.33
Moxtek, Inc.	Manufacturer	168	14,818	0.30
UDOT	Government	168	14,818	0.30
Central Utah Water CD	Government	166	14,641	0.30
Total		12,585	$1,109,997	22.83%

Billing and Collection Procedures

Customers are billed monthly when a combined statement that includes storm sewer, water, and other miscellaneous City charges is sent to consumers. Payment of the bill is due in approximately 15 days. When an account is 60 days past due, a $15 late fee is assessed. If, within 30 days thereafter, the City has not received full payment of the past due amount, water service is terminated. Payment in full is necessary to restore water service. In 2015, the City collected approximately 99% of total billings for utilities on time. Any partial payments received on the combined bill are applied first to pay other charges prior to paying the charges for water service.

Future System Financing Needs

The City anticipates that it will finance future capital project needs or improvements to the System for the next five years through the normal capital budgeting process and excess System revenues.

Five-Year Financial Summaries of the System

The summaries contained herein were extracted from the City's comprehensive annual financial reports for the fiscal years ended June 30, 2016 through June 30, 2020. The summaries are unaudited.

CITY OF OREM
Statement of Net Position
Proprietary Fund—Water Fund
(This summary has not been audited.)

	Fiscal Year ended June 30,				
	2020	2019	2018	2017	2016
ASSETS					
Cash and Cash Equivalents	$30,318,763	$23,639,374	$19,729,369	$13,254,158	$10,051,134
Accounts Receivables (Net)	2,438,379	2,210,167	2,783,157	3,086,088	1,765,759
Restricted Cash & Cash Equivalents:					
Debt Service & Capital Improvements	1,971,138	1,954,819	1,671,230	1,562,833	2,210,592
Total Current Assets	*34,728,280*	*27,804,360*	*24,183,756*	*17,903,079*	*14,027,485*
Noncurrent Assets					
Capital Assets:					
Buildings and Systems	903,086	903,086	778,267	778,267	778,267
Improvements other than Buildings	9,262,916	9,262,916	9,212,916	9,190,916	9,175,916
Machinery and Equipment	3,278,485	3,134,180	2,593,651	2,593,306	2,261,071
Infrastructure	63,651,782	58,476,549	56,114,342	53,876,553	49,955,975
Construction in Progress	753,294	2,006,870	45,171	–	1,588,050
Intangibles	997,276	997,276	997,276	997,276	975,370
Less Accumulated Depreciation	(33,228,924)	(30,834,904)	(28,478,136)	(26,564,221)	(24,449,717)
Total Capital Assets (Net of Accumulated Depreciation)	45,617,915	43,945,973	41,263,487	40,872,097	40,284,932
Net Pension Assets	–	–	–	–	23
Total Noncurrent Assets	45,617,915	43,945,973	41,263,487	40,872,097	40,284,955
Total Assets	80,346,195	71,750,333	65,447,243	58,775,176	54,312,440
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Loss on Debt Refundings	589,436	683,008	776,580	870,152	491,380
Pensions	370,993	866,320	689,244	764,335	580,662
Total Deferred Outflows of Resources	960,429	1,549,328	1,465,824	1,634,487	1,072,042
Total Assets & Deferred Outflows of Resources	81,306,624	73,299,661	66,913,067	60,409,663	55,384,482
LIABILITIES					
Current Liabilities:					
Accounts Payable	1,000,150	907,774	1,556,129	2,210,095	1,532,222
Customer Deposits	106,995	112,503	103,356	77,518	74,350
Accrued Liabilities	110,722	125,871	83,482	79,380	72,387
Accrued Vacation and Sick Leave	98,942	102,490	104,901	95,507	95,209
Unearned Revenue	116,427	103,843	79,813	78,977	66,992
Accrued Interest Payable	141,857	152,889	163,128	172,684	224,842
Bonds Payable - Current Portion	1148969	1145305	1058595	990780	986392
Total Current Liabilities	2,724,062	2,650,675	3,149,404	3,704,941	3,052,394
Noncurrent Liabilities:					
Accrued Vacation and Sick Leave	5,207	5,394	5,087	5,027	5,011
Bonds Payable - Long-term Portion	9,839,452	10,988,421	12,133,726	13,192,321	14,214,462
Net Pension Liability	483,857	1,219,879	625,265	996,163	879,116
Total Noncurrent Liabilities	10,328,516	12,213,694	12,764,078	14,193,511	15,098,589
Total Liabilities	13,052,578	14,864,369	15,913,482	17,898,452	18,150,983
DEFERRED INFLOWS OF RESOURCES					
Pensions	267,344	81,137	447,665	218,097	159,793
Total Deferred Inflows of Resources	267,344	81,137	447,665	218,097	159,793
NET POSITION					
Net Investment in Capital Assets	35,218,930	32,495,256	28,847,746	27,559,148	25,084,079
Restricted for Debt Service & Capital Improvements	1,971,138	1,954,819	1,671,230	1,562,833	2,210,592
Pensions	–	–	–	–	23
Unrestricted	30,796,634	23,904,080	20,032,944	13,171,133	9,779,012
Total Net Position	67,986,702	58,354,155	50,551,920	42,293,114	37,073,706
Total Liabilities, Deferred Inflows of Resources & Net Position	81,306,624	73,299,661	66,913,067	60,409,663	55,384,482

(Source: Information extracted from the City's audited financial statements for the years ended June 30, 2016 – 2020. This summary has not been audited.)

CITY OF OREM
Statement of Revenues, Expenses and Changes in Fund Balance
Proprietary Fund—Water Fund
(This summary has not been audited.)

	Fiscal Year ended June 30,				
	2020	2019	2018	2017	2016
OPERATING REVENUES					
Charges for Services	$18,138,800	$16,599,238	$15,786,883	$13,225,170	$11,400,515
Other Revenues	2,682,617	2,334,858	2,568,917	2,322,374	1,936,277
Total Operating Revenues	20,821,417	18,934,096	18,355,800	15,547,544	13,336,792
OPERATING EXPENSES					
Personnel Services	2,446,818	2,536,949	2,173,854	2,172,584	2,108,339
Supplies and Maintenance	729,684	807,759	842,855	713,247	722,234
Administrative Fee	1,452,347	1,330,443	1,197,045	1,131,456	1,176,268
Utilities	622,432	645,310	449,091	586,867	718,139
Contract Services	3,654,139	3,502,523	3,670,352	3,471,770	2,731,676
Equipment Lease and Rentals	48,638	26,062	45,589	46,009	51,673
Insurance	178,740	158,740	158,740	156,240	156,240
Charges in Lieu of Property Tax	71,787	71,787	71,787	71,787	71,787
Bad Debt Expense	14,750	27,445	28,965	21,007	17,882
Depreciation Expense	2,598,250	2,450,650	2,292,808	2,114,504	1,987,416
Miscellaneous	150,055	118,320	111,421	106,581	97,075
Total Operating Expenses	11,967,640	11,675,988	11,042,507	10,592,052	9,838,729
Operating Income (Loss)	8,853,777	7,258,108	7,313,293	4,955,492	3,498,063
NONOPERATING REVENUES & EXPENSES					
Interest Revenue	542,809	593,920	308,985	143,794	95,963
Gain (Loss) on Sale of Capital Assets	(17,628)	5,346	52,569	33,525	23,220
Bond Issuance Costs	–	–	–	(100,101)	–
Impact Fee Expenditures	(767,866)	(1,360,079)	(1,183,268)	–	–
Interest Expense	(303,705)	(325,379)	(345,213)	(328,926)	(496,887)
Total Nonoperating Revenues	(546,390)	(1,086,192)	(1,166,927)	(251,708)	(377,704)
Income (Loss) before Transfers & Contributions	8,307,387	6,171,916	6,146,366	4,703,784	3,120,359
Contributions - Impact Fees & Developers	2,125,400	2,437,797	2,951,363	1,210,975	311,000
Transfers In	172,705	166,027	157,278	146,858	149,440
Transfers Out	(972,945)	(973,505)	(996,201)	(842,209)	(805,321)
Change in Net Position	9,632,547	7,802,235	8,258,806	5,219,408	2,775,478
Total Net Position - Beginning	58,354,155	50,551,920	42,293,114	37,073,706	34,298,228
Total Net Position - Ending	67,986,702	58,354,155	50,551,920	42,293,114	37,073,706

(Source: Information extracted from the City's audited financial statements for the years ended June 30, 2016 – 2020. This summary has not been audited.)

CITY OF OREM
Statement of Net Position
Proprietary Fund—Storm Water Fund
(This summary has not been audited.)

	Fiscal Year ended June 30,				
	2020	2019	2018	2017	2016
ASSETS					
Cash and Cash Equivalents	$8,336,490	$6,544,697	$6,334,360	$5,124,531	$3,558,134
Accounts Receivables (Net of allowance)	484,138	488,531	447,573	402,178	377,693
Restricted Cash & Cash Equivalents:					
Debt Service & Capital Improvements	153,132	145,291	29,988	–	–
Total Current Assets	8,973,760	7,178,519	6,811,921	5,526,709	3,935,827
Noncurrent Assets					
Capital Assets:					
Land	3,278,720	3,278,720	3,278,720	3,278,720	3,278,720
Buildings and Systems	679,293	679,293	679,293	679,293	679,293
Improvements other than Buildings	115,667	115,667	115,667	115,667	105,667
Machinery and Equipment	2,570,729	2,479,978	2,596,619	2,659,552	2,499,282
Infrastructure	19,453,299	18,805,721	17,110,840	16,721,416	16,662,366
Intangibles	21,514	21,514	21,514	21,514	21,514
Construction in Progress	415,232	350,000	583,134	–	–
Less Accumulated Depreciation	(9,378,388)	(8,730,164)	(8,465,306)	(7,835,432)	(7,197,862)
Total Capital Assets (Net of Accumulated Depreciation)	17,156,066	17,000,729	15,920,481	15,640,730	16,048,980
Net Pension Assets	–	–	–	–	22
Total Noncurrent Assets	17,156,066	17,000,729	15,920,481	15,640,730	16,049,002
Total Assets	26,129,826	24,179,248	22,732,402	21,167,439	19,984,829
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Loss on Debt Refundings	138,152	165,554	192,956	220,358	247,760
Pensions	204,276	347,656	255,714	283,573	231,614
Total Deferred Outflows of Resources	342,428	513,210	448,670	503,931	479,374
Total Assets & Deferred Outflows of Resources	26,472,254	24,692,458	23,181,072	21,671,370	20,464,203
LIABILITIES					
Current Liabilities:					
Accounts Payable	74,623	41,065	247,507	36,991	34,780
Accrued Liabilities	46,377	36,008	31,507	28,914	25,173
Accrued Vacation and Sick Leave	68,078	62,936	67,836	60,695	51,227
Accrued Interest Payable	25545	29570	33673	37444	41128
Bonds Payable - Current Portion	415,942	415,606	423,316	390,131	381,416
Total Current Liabilities	630,565	585,185	803,839	554,175	533,724
Noncurrent Liabilities:					
Accrued Vacation and Sick Leave	3,582	3,313	3,281	3,195	2,696
Bonds Payable - Long-term Portion	2,205,703	2,621,646	3,037,252	3,460,568	3,850,699
Net Pension Liability	266,423	489,542	231,979	369,583	350,625
Total Noncurrent Liabilities	2,475,708	3,114,501	3,272,512	3,833,346	4,204,020
Total Liabilities	3,106,273	3,699,686	4,076,351	4,387,521	4,737,744
DEFERRED INFLOWS OF RESOURCES					
Pensions	147,205	32,560	166,086	80,915	63,749
Total Deferred Inflows of Resources	147,205	32,560	166,086	80,915	63,749
NET POSITION					
Net Investment in Capital Assets	14,672,573	14,129,031	12,652,869	12,010,389	11,816,867
Restricted for Debt Service & Capital Improvements	153,132	145,291	29,988	–	–
Pensions	–	–	–	–	22
Unrestricted	8,393,071	6,685,890	6,255,778	5,192,545	3,845,821
Total Net Position	23,218,776	20,960,212	18,938,635	17,202,934	15,662,710
Total Liabilities, Deferred Inflows of Resources & Net Position	26,472,254	24,692,458	23,181,072	21,671,370	20,464,203

(Source: Information extracted from the City's audited financial statements for the years ended June 30, 2016 – 2020. This summary has not been audited.)

CITY OF OREM
Statement of Revenues, Expenses and Changes in Fund Balance
Proprietary Fund—Storm Water Fund
(This summary has not been audited.)

	Fiscal Year ended June 30,				
	2020	2019	2018	2017	2016
OPERATING REVENUES					
Charges for Services	$5,001,523	$4,742,879	$4,346,523	$3,944,772	$3,446,886
Other Revenues	49,401	32,940	3,600	57,200	4,665
Total Operating Revenues	5,050,924	4,775,819	4,350,123	4,001,972	3,451,551
OPERATING EXPENSES					
Personnel Services	1,049,671	913,029	818,058	726,348	788,124
Supplies and Maintenance	*238,990*	*233,831*	*244,428*	*174,988*	*161,555*
Administrative Fee	384,669	335,342	306,712	276,321	288,749
Utilities	7,953	6,216	8,229	6,017	6,370
Contract Services	330,961	338,666	220,845	189,487	236,749
Equipment Lease and Rentals	7,675	2,487	9,575	9,000	9,000
Insurance	55,180	48,180	48,180	46,680	46,680
Charges in Lieu of Property Tax	29,316	29,316	29,316	29,316	29,316
Bad Debt Expense	1,945	4,841	4,393	3,051	2,354
Depreciation Expense	845,561	764,195	719,150	751,842	738,633
Miscellaneous	81,450	75,339	70,231	61,860	48,040
Total Operating Expenses	3,033,371	2,751,442	2,479,117	2,274,910	2,355,570
Operating Income (Loss)	2,017,553	2,024,377	1,871,006	1,727,062	1,095,981
NONOPERATING REVENUES & EXPENSES					
Interest Revenue	130,790	140,308	92,365	45,750	25,033
Gain (Loss) on Sale of Capital Assets	100	–	17,705	44,357	–
Impact Fee Expenditures	(15,597)	(6,252)	–	–	–
Interest Expense	(70,805)	(79,595)	(88,517)	(96,737)	(104,970)
Total Nonoperating Revenues	44,488	54,461	21,553	(6,630)	(79,937)
Income (Loss) before Transfers & Contributions	2,062,041	2,078,838	1,892,559	1,720,432	1,016,044
Contributions - Impact Fees & Developers	513,556	236,733	119,090	59,050	120,138
Transfers In	–	–	–	–	–
Transfers Out	(317,033)	(293,994)	(275,948)	(239,258)	(236,505)
Change in Net Position	2,258,564	2,021,577	1,735,701	1,540,224	899,677
Total Net Position - Beginning	20,960,212	18,938,635	17,202,934	15,662,710	14,763,033
Total Net Position - Ending	23,218,776	20,960,212	18,938,635	17,202,934	15,662,710

(Source: Information extracted from the City's audited financial statements for the years ended June 30, 2016 – 2020. This summary has not been audited.)

CITY OF OREM
Statement of Net Position
Proprietary Fund—Water Reclamation Fund
(This summary has not been audited.)

[*In progress*]

	Fiscal Year ended June 30,				
	2020	2019	2018	2017	2016
ASSETS					
Cash and Cash Equivalents					
Accounts Receivables (Net)					
Restricted Cash & Cash Equivalents:					
Debt Service & Capital Improvements					
Total Current Assets					
Noncurrent Assets					
Capital Assets:					
Buildings and Systems					
Improvements other than Buildings					
Machinery and Equipment					
Infrastructure					
Construction in Progress					
Intangibles					
Less Accumulated Depreciation					
Total Capital Assets					
(Net of Accumulated Depreciation)					
Net Pension Assets					
Total Noncurrent Assets					
Total Assets					
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Loss on Debt Refundings					
Pensions					
Total Deferred Outflows of Resources					
Total Assets & Deferred Outflows of Resources					
LIABILITIES					
Current Liabilities:					
Accounts Payable					
Customer Deposits					
Accrued Liabilities					
Accrued Vacation and Sick Leave					
Unearned Revenue					
Accrued Interest Payable					
Bonds Payable - Current Portion					
Total Current Liabilities					
Noncurrent Liabilities:					
Accrued Vacation and Sick Leave					
Bonds Payable - Long-term Portion					
Net Pension Liability					
Total Noncurrent Liabilities					
Total Liabilities					
DEFERRED INFLOWS OF RESOURCES					
Pensions					
Total Deferred Inflows of Resources					
NET POSITION					
Net Investment in Capital Assets					
Restricted for Debt Service					
& Capital Improvements					
Pensions					
Unrestricted					
Total Net Position					
Total Liabilities, Deferred Inflows of Resources					
& Net Position					

(Source: Information extracted from the City's audited financial statements for the years ended June 30, 2016 – 2020. This summary has not been audited.)

CITY OF OREM
Statement of Revenues, Expenses and Changes in Fund Balance
Proprietary Fund—Water Reclamation Fund
(This summary has not been audited.)

[*In progress*]

	Fiscal Year ended June 30,				
	2020	2019	2018	2017	2016
OPERATING REVENUES					
Charges for Services					
Other Revenues					
Total Operating Revenues					
OPERATING EXPENSES					
Personnel Services					
Supplies and Maintenance					
Administrative Fee					
Utilities					
Contract Services					
Equipment Lease and Rentals					
Insurance					
Charges in Lieu of Property Tax					
Bad Debt Expense					
Depreciation Expense					
Miscellaneous					
Total Operating Expenses					
Operating Income (Loss)					
NONOPERATING REVENUES & EXPENSES					
Interest Revenue					
Gain (Loss) on Sale of Capital Assets					
Bond Issuance Costs					
Impact Fee Expenditures					
Interest Expense					
Total Nonoperating Revenues					
Income (Loss) before Transfers & Contributions					
Contributions - Impact Fees & Developers					
Transfers In					
Transfers Out					
Change in Net Position					
Total Net Position - Beginning					
Total Net Position - Ending					

(Source: Information extracted from the City's audited financial statements for the years ended June 30, 2016 – 2020. This summary has not been audited.)

HISTORICAL AND PRO FORMA SCHEDULE OF NET REVENUES AND DEBT SERVICE COVERAGE

							PROJECTED				
	2016	2017	2018	2019	2020	GROWTH	2021 [1]	2022	2023	2024	2025
REVENUES											
Water Fund	13,336,792	15,547,544	18,355,800	18,934,096	20,821,417	1.00%	20,037,606	20,237,982	20,440,362	20,644,765	20,851,213
Storm Water Fund	3,451,551	4,001,972	4,350,123	4,775,819	5,050,924	1.00%	5,099,195	5,150,187	5,201,689	5,253,706	5,306,243
Water Fund Interest Earnings	95,963	143,794	308,985	593,920	542,809	0.00%	300,000	300,000	300,000	300,000	300,000
Storm Water Interest Earnings	25,033	45,750	92,365	140,308	130,790	0.00%	100,000	100,000	100,000	100,000	100,000
TOTAL OPERATING REVENUES	16,909,339	19,739,060	23,107,273	24,444,143	26,545,940	-	25,536,801	25,788,169	26,042,051	26,298,471	26,557,456
EXPENSES											
Water Fund											
General and Administrative	3,284,607	3,304,040	3,370,899	3,867,392	3,899,165	1.00%	3,829,223	3,867,515	3,906,190	3,945,252	3,984,705
Operations and Maintenance	1,492,046	1,346,123	1,337,535	1,479,131	1,400,754	2.00%	1,826,017	1,862,537	1,899,788	1,937,784	1,976,540
Other	3,074,660	3,827,385	4,041,265	3,878,815	4,069,471	1.00%	4,677,446	4,724,220	4,771,463	4,819,177	4,867,369
TOTAL WATER FUND	7,851,313	8,477,548	8,749,699	9,225,338	9,369,390		10,332,686	10,454,273	10,577,441	10,702,213	10,828,613
Storm Water Fund											
General and Administrative	1,076,873	1,002,669	1,124,770	1,248,371	1,434,340	1.00%	1,347,680	1,361,157	1,374,768	1,388,516	1,402,401
Operations and Maintenance	176,925	190,005	262,232	242,534	254,618	2.00%	332,755	339,410	346,198	353,122	360,185
Other	363,139	330,394	372,965	496,342	498,852	1.00%	400,637	404,643	408,690	412,777	416,904
TOTAL STORM WATER FUND	1,616,937	1,523,068	1,759,967	1,987,247	2,187,810		2,081,072	2,105,210	2,129,656	2,154,415	2,179,490
TOTAL OPERATING EXPENSES	9,468,250	10,000,616	10,509,666	11,212,585	11,557,200		12,413,758	12,559,483	12,707,098	12,856,628	13,008,104
TOTAL REVENUES NET OF EXPENSES	7,441,089	9,738,444	12,597,607	13,231,558	14,988,740		13,123,043	13,228,686	13,334,953	13,441,843	13,549,352
NET REVENUES AVAILABLE FOR D/S COVERAGE	**7,441,089**	**9,738,444**	**12,597,607**	**13,231,558**	**14,988,740**		**13,123,043**	**13,228,686**	**13,334,953**	**13,441,843**	**13,549,352**
Water and Storm Sewer Rev Bonds, Series 2005A	821,100	-	-	-	-	Fixed	-	-	-	-	-
Water and Storm Sewer Rev Bonds, Series 2005B	174,018	174,828	174,593	174,329	174,035	Fixed	174,711	174,343	173,946	174,518	174,047
Water and Storm Sewer Rev Bonds, Series 2008	315,938	218,508	-	-	-	Fixed	-	-	-	-	-
Water and Storm Sewer Rev Refunding Bonds, Series 2013	534,582	1,355,714	1,357,451	1,430,825	1,371,370	Fixed	1,356,156	1,354,658	1,354,593	1,356,907	1,356,589
Water and Storm Sewer Rev Refunding Bonds, Series 2016	-	38,122	171,550	171,550	270,550	Fixed	268,550	266,550	263,550	259,550	255,550
TOTAL DEBT SERVICE REQUIREMENT	1,845,638	1,787,172	1,703,594	1,776,704	1,815,955		1,799,417	1,795,551	1,792,089	1,790,975	1,786,186
DEBT SERVICE COVERAGE	**4.03x**	**5.45x**	**7.39x**	**7.45x**	**8.25x**		**7.29x**	**7.37x**	**7.44x**	**7.51x**	**7.59x**

NOTES

1) Amounts are based upon the adopted FY 2021 budget.

(Source: The City)

[*To be updated with Sewer System revenues and proposed Series 2021 Bonds*]

THE CITY

General

The City incorporated on May 5, 1919 and covers an area of approximately 18 square miles. It is located in the north central portion of Utah County, Utah (the "County"), approximately 40 miles south of Salt Lake City, Utah and adjacent to Provo City, Utah. The U.S. Census Bureau estimated the City's 2019 population to be approximately 97,828 residents, making it the fifth most populous city in the State.

The City can best be characterized as primarily residential with a commercial center which serves central Utah. The City is one of 12 cities located along Interstate Highway I-15 in the County which create a continuous area of development from the north to the south end of the County. Utah Valley University, which has more than [40,000] full- and part-time students, is also located in the City.

Form of Government

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

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

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

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

Office	Person	Years of Service	Expiration of Term
Mayor	Richard F. Brunst	[7]	January 2022
Councilmember	Jeff Lambson	[___]	January 2024
Councilmember	Debra Lauret	[5]	January 2024
Councilmember	Tom Macdonald	[7]	January 2022
Councilmember	Terry Peterson	[___]	January 2024
Councilmember	David Spencer	[7]	January 2022
Councilmember	Brent Sumner	[11]	January 2022
City Manager	James P. Davidson	[10]	Appointed
Assistant City Manager	Brenn Bybee	[7]	Appointed
Finance Director	Brandon Nelson	[___]	Appointed
City Attorney	[Greg W. Stephens]	[34]	Appointed
City Recorder	JoD' Ann Bates	[3]	Appointed

(Source: The City.)

Employee Workforce and Retirement System

The City currently employs approximately [412] full-time employees, approximately [499] part-time employees, and approximately [13] part-time (benefited) positions for a total employment of approximately [924] employees.

The City participates in cost-sharing multiple-employer public employee retirement plans which are defined benefit retirement plans covering public employees of the State and employees of participating local governmental entities provided through the Utah Retirement Systems (the "URS"). The URS is administered under the direction of the Utah State Retirement Board whose members are appointed by the Governor of the State. At June 30, 2020, the City had a net pension asset of $2,426,403 and a net pension liability of $8,512,956.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to Financial Statements— Note 5–Other Information—C.– Pension Plans."

OPEB Liabilities

The City provides postemployment healthcare benefits to certain employees who retired from the City prior to January 1, 2007. The City reports that as of June 30, 2020, those programs apply to nine people. As of January 1, 2020, the most recent actuarial valuation date, the amount of the unfunded liability for this program was approximately $157,627. The City's annual cost for this program for the fiscal year ending June 30, 2020, was [$62,675]. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to Financial Statements— Note 5–Other Information—E.– Other Postemployment Benefits."

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City maintains a self-insurance fund to account for and finance its uninsured risks of loss. Under this program, the self-insurance fund provides coverage for up to $15,000 for general liability claims, and property damage claims of $10,000. The City is insured through the Utah Risk Management Mutual Association ("URMMA") for liability and property damage claims in excess of coverage provided by the self-insurance fund for liability and property claims. While URMMA pays for any liability and property claims exceeding the deductible amount, these claims are repaid by the City through a five-year recapture program. Thus, each year the City pays its annual premium plus a recapture component. As of June 30, 2020, the outstanding recapture program liability was $739,239. The City is by Safety National Insurance Company for worker's compensation claims in excess of coverage provided by the self-insurance fund. One settled claim exceeded such coverage in the past five fiscal years. As of the date of this Official Statement, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the types of services the City provides. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to Financial Statements—Note 5. Other Information—A. Risk Management."

Investment of Funds

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

in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. Approximately [84%] of the City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), approximately [7%] of the City funds are invested with the Zions Bank Institutional Liquidity Management Fund, approximately [8%] of the City funds are invested with Moreton Asset Management Fund. A more detailed description of the Utah Treasurers' Fund is set forth below. For more information with respect to the City's investments, please see "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to the Financial Statements—Note 4. Detailed Notes for All Funds—A. Deposits and Investments" and "–B. External Investment Pools and Managed Investment Funds."

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

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

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

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

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

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

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED June 30, 2020—Notes to the Financial Statements—Note 4. Detailed Notes for All Funds—Deposits and Investments" and "–B. External Investment Pools and Managed Investment Funds."

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," and "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020."

DEBT STRUCTURE OF THE CITY

(as of January 1, 2020)

Outstanding Obligations of the City

OUTSTANDING REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
2005B	Water	$3,000,000	July 15, 2025	$834,000
2013	Water & Storm Sewer Refunding	12,801,000	July 15, 2025	6,424,000
2016	Water & Storm Sewer Refunding	4,380,000	July 15, 2028	4,180,000
2020[(1)]	System improvements	_____*	July 15, 20___*	
	Total.....			

(1) For purposes of the Official Statement, the Bonds will be considered issued and outstanding and the Sewer Bonds will be considered as defeased.

* Preliminary; subject to change.

OUTSTANDING GENERAL OBLIGATION BONDS

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

OUTSTANDING SALES TAX REVENUE BONDS [(1)]

Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
2017	Refunding	$2,898,000	April 15, 2023	

(1) The City has a contingent liability in connection with its participation in the Utah Telecommunications Open Infrastructure Agency (the "UTOPIA Obligation"). The UTOPIA Obligation is payable from a subordinate pledge of the sales tax revenues received by the City. The maximum amount of sales and use tax revenues committed by the City for the year ended June 30, 2020 was $3,225,045, with a 2% increase per year through 2040 (to a maximum amount of $4,784,273). See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to the Financial Statements—Note 5. Other Information—B. Contingent Liabilities" herein.

OUTSTANDING SPECIAL ASSESSMENT BONDS

Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
2010	Northgate	$1,915,000	November 1, 2025	

Future Bond Issues

[The City does not have any current plans to issue Additional Bonds, but may choose to do so as its capital needs require.]

No Defaulted Bonds

The City has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

Other Financial Considerations

As of June 30, 2020, the City has an outstanding note to the Department of Housing and Urban Development outstanding in aggregate principal amount of $534,930 and a note for the purchase of property outstanding in the aggregate principal amount of $27,256. The City has entered into various capital leases which as of June 30, 2020, had a present value of net minimum lease payments of $5,513,323. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to the Financial Statements—Note 4. Detailed Notes for all Funds—I. Capital Leases" and "—J. Long-term Debt–Notes Payable" herein.

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

Response to COVID-19

[In mid-March 2020, the State issued a "stay-home stay-safe" order and all but essential businesses were shut down. The order remained in effect until May 1, when some businesses could open, provided new safety guidelines were followed. Currently, each county in the State is evaluated weekly on the level of COVID-19 transmission in that county and assigned a high, moderate, or low transmission level. Each level has a specific health guidelines. The City is located in Utah County, which like the majority of counties in the State, has been determined to have a high level of transmission.]

[As a response to COVID-19, the City [*describe any changes to City budget, revenue collections, forecasts, etc.*].

[The City has received $_____ from the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. These funds will be used to _____].

[The spread of COVID-19 is altering the behavior of businesses, people and governments in a manner that is having negative effects on global, state and local economies. The Revenues pledged to pay Operation and Maintenance Expenses and debt service on the Series 2021A Bonds could be negatively impacted if, for example, the customers of the System become unable to pay the amounts billed for use of the System. The City, however, cannot predict the effect the continued spread of COVID-19 will have on the finances or operations of the City or the System. The System have strong reserves to meet their respective cash requirements, which will provide important flexibility to the City as it manages the negative economic effects of COVID–19. The City does not expect the factors described above to negatively impact the City's ability to pay the principal of and interest on the Series 2021A Bonds.]

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

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

The accounts of the City are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Notes to the Financial Statements—Note 1. Summary of Significant Accounting Policies."

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

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

Budget and Appropriation Process

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

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

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

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

Financial Controls

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

Management's Discussion and Analysis

In accordance with government accounting standards, the City prepares a discussion and analysis of its operations. The management's discussion and analysis of its operations for the fiscal year ended June 30, 2020 is included in the City's audit. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020—Management's Discussion and Analysis" herein.

Financial Summary

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2016 through 2020. The summary itself is unaudited. A copy of the City's audited basic financial statements for fiscal year ended June 30, 2020 is appended hereto as "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020."

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

	Fiscal Year Ended June 30,				
	2020	2019	2018	2017	2016
ASSETS					
Cash and Cash Equivalents			$56,362,380	$44,526,183	$36,413,793
Receivables (Net)			5,651,444	5,767,806	4,247,540
Property & Other Taxes Receivable			10,041,694	9,777,951	9,402,986
Special Assessments Receivable			202,977	200,058	236,015
Intergovernmental Receivables			206,445	269,779	270,496
Investments			18,936,827	16,643,769	16,067,805
Inventory			403,153	418,842	391,775
Notes Receivable			154,510	182,290	239,881
Assets Acquired for Resale			–	–	–
Prepaid Expenses			63,195	52,517	73,506
Restricted Assets:					
Cash & Cash Equivalents					
Debt Service			2,966,918	2,658,525	5,725,208
Capital Improvements			9,658,664	10,045,677	20,625,200
Other Purposes			2,892,099	2,308,321	1,607,722
Receivables					
Debt Service			1,444,675	1,449,250	1,913,813
Capital Improvement Projects			1,970,036	2,373,786	2,327,124
Other Purposes			1,437,255	1,215,070	1,289,080
Investments-Debt Service			2,372,673	2,326,151	–
Investments-CIP			2,116,080	1,870,076	–
Net Pension Assets			871,227	11,876	18,964
Non-depreciable Capital Assets			71,537,499	72,974,535	72,575,964
Depreciable Capital Assets (net)			165,545,164	164,490,569	157,972,081
Total Assets			354,834,915	339,563,031	331,398,953
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Loss on Debt Refundings			1,178,572	1,340,897	968,678
Pensions			12,076,179	11,042,639	8,362,079
Total Deferred Outflows of Resources			13,254,751	12,383,536	9,330,757
Total Assets & Deferred Outflows			$368,089,666	$351,946,567	$340,729,710

Continued on next page

(Source: The City's audited financial statements for the fiscal years ended June 30, 2016 through June 30, 2020.)

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

Continued from prior page . . .

	Fiscal Year Ended June 30,				
	2020	2019	2018	2017	2016
LIABILITIES					
Accounts Payable			$4,208,239	$4,773,143	$3,944,269
Customer Deposits			3,998,004	3,062,758	3,958,442
Accrued Liabilities			1,470,397	1,759,560	1,518,736
Unearned Revenues			1,965,308	1,890,069	1,971,882
Accrued Interest Payable			254,128	462,848	367,612
Liabilities Payable from Restricted Assets			345,404	33,884	58,828
Due Within One Year			7,119,121	8,322,088	8,249,618
Due in More Than One Year			47,508,762	57,611,077	60,941,543
Total Liabilities			66,869,363	77,915,427	81,010,930
DEFERRED INFLOWS OF RESOURCES					
Deferred Revenues - Property Taxes			8,021,898	8,196,951	8,612,038
Pensions			9,413,998	3,146,492	2,316,851
Total Deferred Inflows of Resources			17,435,896	11,343,443	10,928,889
NET POSITION					
Net Investment in Capital Assets			196,545,335	191,683,821	183,723,329
Restricted for Debt Service			5,339,591	4,984,676	5,725,208
Restricted for Capital Improvements			12,231,819	12,282,402	15,056,717
Restricted for Pensions			871,227	11,876	18,964
Restricted for Community Development			3,609,728	2,465,412	1,966,450
Unrestricted			65,186,707	51,259,510	42,299,223
Total Net Position			283,784,407	262,687,697	248,789,891
Total Liabilities, Deferred Inflows, & Net Position			$368,089,666	$351,946,567	$340,729,710

(Source: The City's audited financial statements for the fiscal years ended June 30, 2016 through June 30, 2020.)

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

	Fiscal Year Ended June 30,				
	2020	2019	2018	2017	2016
ASSETS					
Cash and Cash Equivalents			$27,055	$411,877	$1,231,834
Receivables (Net)			831,265	732,952	740,068
Property Taxes Receivable			5,167,223	5,132,701	5,028,301
Other Taxes Receivable			4,874,471	4,645,250	4,374,685
Special Assessments Receivable			202,977	200,058	236,015
Intergovernmental Receivables			109,743	220,624	179,208
Due from Other Funds			38,189	-	-
Investments			18,936,827	16,643,769	16,067,805
Prepaids			63,195	51,517	57,122
Restricted Cash & Cash Equivalents					
Debt Service			789,137	773,664	3,039,031
Capital Improvements			1,454,771	1,418,086	2,697,310
Other Purposes			901,574	172,205	141,464
Restricted Receivables					
Capital Improvement Projects			560,036	758,786	657,200
Other Purposes			168,140	-	-
Restricted Investments					
Debt Service			2,372,673	2,326,151	-
Capital Improvement Projects			2,116,080	1,870,076	-
Total Assets			$38,613,356	$35,357,716	$34,450,043
LIABILITIES					
Accounts Payable			459,301	891,032	517,851
Customer Deposits			3,869,148	2,960,240	3,884,092
Accrued Liabilities			1,591,769	1,568,771	1,461,698
Unearned Revenues			1,274,168	1,306,418	1,360,488
Liabilities Payable from Restricted Assets			345,404	33,884	58,828
Total Liabilities			7,539,790	6,760,345	7,282,957
DEFERRED INFLOWS					
Deferred Revenues-Property Taxes			5,167,223	5,132,701	5,028,301
Deferred Revenues-Receivables			522,406	446,644	560,563
Total Deferred Inflows of Resources			5,689,629	5,579,345	5,588,864
FUND BALANCES					
Nonspendable			42,132	51,517	57,122
Restricted			8,333,431	7,292,911	6,484,410
Committed			-	-	-
Assigned			3,559,271	2,844,275	3,562,553
Unassigned			13,449,103	12,829,323	11,474,137
Total Fund Balances			25,383,937	23,018,026	21,578,222
Total Liabilities, Deferred Inflows, & Fund Balances			$38,613,356	$35,357,716	$34,450,043

Source: The City's audited financial statements for the fiscal years ended June 30, 2016 through June 30, 2020.)

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

	Fiscal Year Ended June 30,				
	2020	2019	2018	2017	2016
REVENUES					
Taxes & Special Assessments			$41,982,483	$40,804,822	$39,473,431
Licenses & Permits			1,813,030	1,815,943	1,745,483
Intergovernmental			5,326,785	4,367,601	4,122,570
Charges for Services			8,049,206	7,944,803	7,671,801
Fines & Forfeitures			1,839,251	1,699,609	1,588,994
Charges for Services -Other Funds			4,283,205	3,739,141	3,666,672
Investment Earnings			776,059	602,736	691,037
Miscellaneous Revenue			2,052,546	2,358,487	1,689,679
Total Revenues			66,122,565	63,333,142	60,649,667
EXPENDITURES					
Current:					
General government			13,245,295	12,810,872	12,143,760
Public Safety			22,539,915	21,752,711	21,144,586
Highways & Public Improvements			3,053,824	3,029,415	2,922,708
Parks, Recreation & Arts			7,465,177	7,593,094	7,512,284
Economic & Physical Devp			1,056,219	862,478	788,526
Redevelopment			761,151	1,195,421	99,182
Debt Service - Principal			3,095,833	3,515,873	4,369,370
Debt Service - Interest			3,473,151	3,554,590	3,802,678
Capital Leases - Principal			546,506	109,494	114,173
Capital Leases - Interest			311,092	4,540	7,037
Capital Outlay			7,426,441	15,109,224	6,044,338
Total Expenditures			62,974,604	69,537,712	58,948,642
Excess (Deficiency) of Revenues/Expenditures			3,060,670	(6,204,570)	1,701,025
OTHER FINANCING SOURCES (USES)					
Issuance of Bonds & Other Debt			-	2,898,000	-
Payment to Bond Refunding Agent			-	(2,861,199)	-
Capital Leases			-	-	6,739,000
Proceeds from Lease Relinquishments			-	-	-
Transfers In			13,220,391	11,857,495	12,998,035
Transfers out			(12,453,195)	(11,610,436)	(12,644,039)
Total Other Financing Sources/(Uses)			767,196	283,860	7,092,996
Net Change in Fund Balance			3,915,157	(5,920,710)	8,794,021
Fund Balance - Beginning			45,762,775	51,683,485	42,889,464
Fund Balance - Ending			$49,677,932	$45,762,775	$51,683,485

(Source: Information extracted from the City's audited basic financial statements for the fiscal years 2016 through 2020. This summary itself is unaudited.)

LEGAL MATTERS

General

The authorization and issuance of the Series 2021A Bonds are subject to the approval of Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Greg W. Stephens, Esq., the City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2021A Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX B of this Official Statement will be made available upon request from the contact person as indicated under "INTRODUCTION—Contact Persons" above.

Absence of Litigation

The City Attorney has officially advised that, to the best of his knowledge after due inquiry, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the Series 2021A Bonds.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2021A Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2021A Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2021A Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2021A Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Series 2021A Bonds:

Federal Tax Exemption. The interest on the Series 2021A Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2021A Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond counsel's opinions are provided as of the date of the original issue of the Series 2021A Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2021A Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2021A Bonds in gross income for federal and State of Utah income tax purposes retroactive to the date of issuance of the Series 2021A Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2021A Bonds but has reviewed the discussion under the heading "TAX MATTERS."

State of Utah Tax Exemption. The interest on the Series 2021A Bonds is exempt from State of Utah individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2021A Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[*Original Issue Discount*. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2021A Bond over its issue price. The stated redemption price at maturity of a Series 2021A Bond is the sum of all payments on the Series 2021A Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2021A Bond is generally the first price at which a substantial amount of the Series 2021A Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2021A Bond during any accrual period generally equals (1) the issue price of that Series 2021A Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2021A Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2021A Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2021A Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[*Original Issue Premium*. For federal income tax purposes, premium is the excess of the issue price of a Series 2021A Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2021A Bond is the sum of all payments on the Series 2021A Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2021A Bond is generally the first price at which a substantial amount of the Series 2021A Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2021A Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2021A Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2021A Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, Legal Defeasance, or Retirement of Series 2021A Bonds. Upon the sale, exchange, legal defeasance, or retirement (including redemption) of a Series 2021A Bond, an owner of the Series 2021A Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, legal defeasance, or retirement of the Series 2021A Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2021A Bond. To the extent a Series 2021A Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2021A Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2021A Bonds, and to the proceeds paid on the sale of the Series 2021A Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2021A Bonds should be aware that ownership of the Series 2021A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to

the Series 2021A Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2021A Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2021A Bonds, including the possible application of state, local, foreign and other tax laws.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, as the underwriter of the Bonds (the "Underwriter"), has agreed, subject to certain conditions, to purchase all of the Series 2021A Bonds from the City at a purchase price of $_____ (being the par amount of the Series 2021A Bonds [plus/less] [net] original issue [premium/discount] of $_____ and less Underwriter's discount of $_____) and to make a public offering of the Series 2021A Bonds. The Series 2021A Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2021A Bonds into investment trusts) at prices lower than the offering prices set forth on the cover page of this Official Statement and such public offering prices may be changed from time to time.

Although the Underwriter expects to maintain a secondary market in the Series 2021A Bonds after the initial offering, no guarantee can be given concerning the future existence of such a secondary market or its maintenance by the Underwriter or others.

MUNICIPAL ADVISOR

The City has engaged Lewis Young Robertson & Burningham, Inc., Salt Lake City, Utah (the "Municipal Advisor"), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Series 2021A Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors relating to the sale of the Series 2021A Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2021A Bonds.

BOND RATINGS

_____ has assigned a rating of "_____"to the Series 2021A Bonds. An explanation of such rating may be obtained from the agency furnishing such rating. There is no assurance that any rating assigned to the Series 2021A Bonds will be maintained for any period of time or that such rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2021A Bonds.

CONTINUING DISCLOSURE UNDERTAKING

The City, for the benefit of the beneficial owners of the Series 2021A Bonds, will execute a continuing disclosure undertaking (the "Undertaking") pursuant to which the City will send certain information annually and provide notice of certain events to the Municipal Securities Rulemaking Board ("MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission. See "APPENDIX D—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING" below.

[Within the past five years, the City reports that it has annually filed its annual audited financial statements (the "CAFR") for the respective year with the MSRB's Electronic Municipal Market Access ("EMMA") system. However, in certain instances within that five-year period, the CAFR was not linked to the CUSIP numbers of all of the required bonds in EMMA, resulting in a failure to file the annual report for that bond issue even though the required information was available in the City's CAFR. Within this time period certain summary information was also missing from some of the City annual reports although such summary information was available in the City's CAFR.

Furthermore, the City inadvertently failed to submit to EMMA certain event notices relating to ratings changes and failures to file.] [*from 2019 – update?*]

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2021A Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2021A Bonds and their market price.

MISCELLANEOUS

Independent Accountants

The financial statements of the City as of June 30, 2020, and for the year then ended, included in this Official Statement have been audited by Gilbert & Stewart, C.P.A., P.C., Provo, Utah ("Gilbert & Stewart"), as stated in its report in APPENDIX A to this Official Statement. Gilbert & Stewart has not been asked regarding the use of its name and its report on the financial statements of the City for fiscal year ended June 30, 2020, in this Official Statement.

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

Additional Information

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

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

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

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

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

CITY OF OREM, UTAH

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020

APPENDIX B

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND UTAH COUNTY

City Population

Year	Population	% Change
2019	97,828	0.41%
2018	97,430	(0.25)
2017	97,674	0.80
2016	96,902	3.33
2015	93,777	2.64
2014	91,362	0.05
2013	91,318	0.82
2012	90,578	1.09
2011	89,605	1.45
2010 Census	88,328	–

(Source: U.S. Census Bureau. Years 2011 through 2019 are estimates as of July 1 of the given years.)

Construction in the City

Calendar Year	2019	2018	2017	2016	2015
New Dwelling Units			403	357	998
New Residential Value ($000)			$79,814.0	$76,435.4	$134,959.1
New Nonresidential Value ($000)			44,703.1	32,157.5	31,819.7
Additions/Alterations/Repairs, Residential ($000)			5,288.6	9,803.5	6,444.4
Additions/Alterations/Repairs, Nonresidential ($000)			20,920.0	13,190.7	12,842.5
Total Construction ($000)			150,725.7	131,587.1	186,065.7

(Source: University of Utah Bureau of Economic and Business Research; Utah Construction Information Database.)

THE COUNTY

The following demographic information is provided solely as background information regarding the County, the general area where the City is located.

Rate of Unemployment – Annual Average

Year	County	State	United States
2019	2.4%	2.6%	3.7%
2018	2.8	3.0	3.9
2017	2.9	3.3	4.4
2016	3.1	3.4	4.9
2015	3.3	3.6	5.3

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

Economic Indicators in the County

LABOR FORCE [1]	2019	2018	2017	2016	2015
Labor Force (annual average)	307,609	299,036	290,640	278,913	265,907
Employed (annual average)	300,283	290,741	282,093	270,282	257,217
Unemployed (annual average)	7,326	8,295	8,547	8,631	8,690
Average Employment (Non-Farm Jobs)	266,834	258,841	245,853	234,548	222,236
% Change Prior Year	*3.09*	*5.28*	*4.82*	*5.54*	*6.42*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	1,229	1,189	1,169	1,209	1,166
Mining	151	133	100	72	88
Utilities	637	632	651	682	604
Construction	25,063	24,712	22,868	21,255	18,689
Manufacturing	19,679	19,134	18,313	17,611	17,646
Wholesale Trade	7,122	7,152	6,748	6,408	6,716
Retail Trade	33,168	32,965	31,793	29,911	28,137
Transportation and Warehousing	5,199	5,037	4,804	4,529	4,283
Information	14,166	13,134	12,975	12,803	11,516
Finance and Insurance	6,096	5,815	5,419	5,010	4,881
Real Estate and Rental and Leasing	3,165	3,006	2,819	2,618	2,356
Professional, Scientific & Technical Services	21,946	21,441	18,563	17,335	16,476
Management of Companies and Enterprises	1,715	1,559	1,373	1,409	1,191
Administrative, Support, Waste Management, & Remediation	15,639	15,214	14,027	13,323	12,388
Education Services	44,007	43,337	43,098	41,561	40,049
Health Care and Social Assistance	32,005	30,499	28,676	27,543	26,292
Arts, Entertainment, and Recreation	5,274	4,834	4,643	4,460	4,249
Accommodation and Food Services	19,752	18,643	17,394	16,770	15,799
Other Services and Unclassified Establishments	5,823	5,525	5,446	5,221	4,979
Public Administration	6,231	6,069	6,142	6,031	5,889
Total Establishments	17,700	16,718	15,719	14,955	14,298
Total Wages ($Millions)	12,357.9	11,463.7	10,255.6	9,514.6	8,779.9

INCOME AND WAGES	2019	2018	2017	2016	2015
Total Personal Income ($000) [2]	27,354,876	25,649,738	23,588,869	22,057,569	20,421,646
Median Household Income [1]	n/a	75,296	70,461	69,568	65,425
Per Capita Income [2]	42,995	41,269	38,878	37,367	35,661
Average Monthly Nonfarm Wage [1]	3,859	3,691	3,476	3,380	3,292

SALES & CONSTRUCTION	2019	2018	2017	2016	2015
Gross Taxable Sales ($000,000) [3]	11,242.7	10,164.3	9,556.5	8,679.1	8,151.1
New Dwelling Units [4]	7,314	6,709	6,836	3,988	4,487
Total Construction Value ($000) [4]	2,618,932.1	2,351,324.7	2,334,779.6	2,086,652.5	1,923,746.4
New Residential Value ($000) [4]	1,781,204.8	1,633,740.9	1,508,031.4	968,082.7	1,242,972.3
New Nonresidential Value ($000)[4]	582,391.4	521,700.3	622,025.9	896,790.7	451,452.0

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2020; (3) Utah State Tax Commission; (4) University of Utah Ivory-Boyer Construction Database.)

Major Employers in the County

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

Company	*Industry*	*Employment Range*
Brigham Young University	Higher Education	15,000-19,999
Alpine School District	Public Education	7,000-9,999
Utah Valley University	Higher Education	7,000-9,999
Vivint	Building Equipment Contractors	3,000-3,999
Utah Valley Regional Medical Center	Health Care	3,000-3,999
Nebo School District	Public Education	3,000-3,999
Doterra International	Direct Selling Establishments	2,000-2,999
State of Utah	State Government	2,000-2,999
Wal-Mart	Warehouse Clubs/Supercenters	2,000-2,999
Young Living Essential Oils	Direct Selling Establishments	1,000-1,999
Provo School District	Public Education	1,000-1,999
IM Flash Technologies	Manufacturing	1,000-1,999
Micron Technology	Information Services	1,000-1,999
Chrysalis	Individual and Family Services	1,000-1,999
Vivint Solar	Building Equipment Contractors	1,000-1,999
Central Utah Medical Clinic	Health Care	1,000-1,999
Adobe Systems	Technical Services	1,000-1,999
Provo City	Local Government	1,000-1,999
RBD Acquisition	Services to Buildings and Dwellings	1,000-1,999
Utah County	Local Government	1,000-1,999
Qualtrics	Technical Services	1,000-1,999
Nestle Prepared Foods	Manufacturing	1,000-1,999
Nu Skin	Pharmaceutical Wholesaler	500-999
American Fork Hospital	Health Care	500-999
Entrata	Information Services	500-999
Ancestry.Com	Information Services	500-999
US Synthetic Corporation	Manufacturing	500-999
Alpine Building	Construction	500-999
Lehi City	Local Government	500-999
Costco	Warehouse Clubs/Supercenters	500-999
Sykes Enterprises	Technical Services	500-999
Purple Innovation	Information Services	500-999
Orem City	Local Government	500-999
Smiths Food And Drug	Grocery Stores	500-999
ROI Solutions	Call Centers	500-999
U.S. Postal Service	Postal Service	500-999
Xactware Solutions	Technical Services	500-999
Timpanogos Regional Medical Service	Health Care	500-999
Smart Home Pros	Information Services	500-999
Workfront	Technical Services	500-999
The Home Depot	Construction Materials	500-999
Sundance Partners	Tourism	500-999
UHS of Provo Canyon	Public Education	500-999
Domo	Technical Services	500-999
Younique	Online Retail	500-999
Rocky Mountain ATV	Vehicle Dealers	500-999
Henry Schein Practice Solutions	Technical Services	500-999
Wayfair	Online Retail	500-999
Hadco Construction	Construction	500-999

(Source: Utah Department of Workforce Services; last updated November 2020.)

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

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

We have acted as bond counsel for the City of Orem, Utah (the "Issuer"), in connection with the issuance by the Issuer of its $_____ Water, Sewer and Storm Sewer Revenue Bonds, Series 2021A (the "Series 2021A Bonds") pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as and other applicable provisions of law; (ii) a resolution adopted by the City Council of the Issuer on January 26, 2021, which provides for the issuance of the Series 2021A Bonds; and (iii) a General Indenture of Trust dated as of March 1, 2005 (the "General Indenture"), as heretofore supplemented and amended, and as further supplemented and amended by a Fifth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the "Fifth Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank National Association, as trustee. The Series 2021A Bonds are being issued for the purpose of (i) financing the construction of improvements to the City's water, sewer and storm sewer facilities and all related improvements; [(ii) funding a deposit to the debt service reserve fund]; and (iv) paying costs of issuance with respect to the Series 2021A Bonds. .

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

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

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2021A Bonds.

2. The Series 2021A Bonds are valid and binding special obligations of the Issuer payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2021A Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any State of Utah constitutional provision or statutory limitation, nor a charge against the full faith and credit or taxing power of the Issuer.

3. The interest on the Series 2021A Bonds [(including any original issue discount properly allocable to an owner thereof)] is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2021A Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2021A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2021A Bonds.

4. The interest on the Series 2021A Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Bonds.

The rights of the holders of the Series 2021A Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent

conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Orem, Utah (the "City"), in connection with the issuance of the City's Water, Sewer, and Storm Water Revenue Bonds, Series 2021 in the aggregate principal amount of $_____ (the "Series 2021A Bonds"). The Series 2021A Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as and other applicable provisions of law; (ii) a resolution adopted by the City Council of the Issuer on [January 26, 2021], which provides for the issuance of the Series 2021A Bonds; and (iii) a General Indenture of Trust dated as of March 1, 2005 (the "General Indenture"), as heretofore supplemented, and as further supplemented by a Fifth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the "Fifth Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank National Association, as trustee. The City covenants and agrees as follows:

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule and the only "obligated person" with respect to the Series 2021A Bonds. In connection with the aforementioned transactions, the City covenants and agrees as follows:

1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2021A Bonds and in order to assist the Participating Underwriters in complying with the Rule (each as defined herein).

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

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

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021A Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

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

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

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

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

"Official Statement" shall mean the Official Statement of the City dated _____, 2021, relating to the Series 2021A Bonds.

"Participating Underwriter" shall mean [_____], as original underwriter of the Series 2021A Bonds.

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

3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended June 30, 2021, provide to the MSRB, the Annual Report of the City which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

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

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

(d) The Dissemination Agent shall:

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

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

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

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

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in the tables under the headings ["THE SYSTEM—The Water System— Historic Water Production by Source in Acre Feet and Peak Demand Range," "—Historical Water Rates," "—Water Historical Growth," "—Water Consumption and Connections," "—Largest Users of the Water System," "—The Storm Sewer System—Historical Storm Sewer Rates, "—Largest Payers," "—Five–Year Financial Summaries of the System" [*add sewer system* tables] and "HISTORICAL AND PRO FORMA SCHEDULE OF NET REVENUES AND DEBT SERVICE COVERAGE" [only as information becomes historically available]]

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

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2021A Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

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

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

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

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2021A Bonds or other material events affecting the tax status of the Series 2021A Bonds;

(vi) Defeasances;

(vii) Tender offers;

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

(ix) Rating changes; or

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

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2021A Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

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

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

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2021A Bonds;

(v) Series 2021A Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2021A Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

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

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

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

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

6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2021A Bonds. If such termination occurs prior to the final maturity of the Series 2021A Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

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

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

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2021A Bonds, or the type of business conducted;

(a) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2021A Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver either (i) is approved by the Holders of the Series 2021A Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2021A Bonds.

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

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

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

10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2021A Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture or the Lease, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2021A Bonds.

12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2021A Bonds, and shall create no rights in any other person or entity.

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

Date: _____, 2021.

CITY OF OREM, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

_____
City Recorder

APPENDIX E

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2021A Bonds. The Series 2021A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2021A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2021A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021A Bonds, except in the event that use of the book-entry system for the Series 2021A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2021A Bonds may wish to

ascertain that the nominee holding the Series 2021A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Series 2021A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2021A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2021A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2021A Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

BOND PURCHASE AGREEMENT

$_____
City of Orem, Utah
Water, Sewer and Storm Sewer Revenue Bonds,
Series 2021A

_____, 2021

City of Orem
56 North State Street
Orem, Utah 84057

The undersigned, [UNDERWRITER], as the underwriter of the hereinafter defined Series 2021A Bonds (the "Underwriter"), acting as a principal on behalf of itself and not as fiduciary or agent for you, offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the City of Orem, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

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

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Water, Sewer, and Storm Sewer Revenue Bonds, Series 2021A (the "Series 2021A Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2021A Bonds, plus a [net] reoffering premium of $_____ and less an Underwriter's discount of $_____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2021A Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Schedule A hereto.

(b) The Series 2021A Bonds shall be as described in the Official Statement dated _____, 2021, of the Issuer relating to the Series 2021A Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of March 1,

2005 (the "General Indenture"), as previously supplemented and amended and as further supplemented by a Fifth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the "Fifth Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"); all as authorized pursuant to a resolution adopted by the City Council of the Issuer on [January 26], 2021 (the "Resolution"). The Series 2021A Bonds are being issued pursuant to the Resolution, the Indenture, and the Act. The Series 2021A Bonds are payable from and secured solely by the Net Revenues (as further defined in the Indenture) from or attributable to the water, sewer, and storm water systems of the Issuer (collectively, the "System").

(c) The proceeds from the sale of the Series 2021A Bonds will be used for the purpose of (i) financing the construction of improvements to the System; [(ii) funding a deposit to the debt service reserve fund]; and (iii) paying costs of issuance with respect to the Series 2021A Bonds.

(d) The Indenture, the Series 2021A Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Agreement are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2021A Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2021A Bonds and offer and sell the Series 2021A Bonds to certain dealers (including dealers depositing the Series 2021A Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2021A Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021A Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021A Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2021A Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Schedule A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2021A Bonds (the "10%

test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2021A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021A Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2021A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2021A Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2021A Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2021A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2021A Bonds.

(c) The Underwriter confirms that it has offered the Series 2021A Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2021A Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021A Bonds, the Underwriter will neither offer nor sell unsold Series 2021A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2021A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2021A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2021A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2021A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2021A Bonds to the public (each such term being used as defined below), and

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

(ii) any selling group agreement relating to the initial sale of the Series 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2021A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2021A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2021A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2021A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2021A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021A Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2021A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021A Bonds, as

set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021A Bonds.

(f) The Underwriter acknowledges that sales of any Series 2021A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2021A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2021A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2021A Bonds to the public),

(iii) a purchaser of any of the Series 2021A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

Section 1.3. (a) By acceptance and approval of this Purchase Agreement, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide the Official Statement to the Underwriter no later than the earlier of (i) seven (7) business days from the date hereof or (ii) one (1) business day prior to the Closing Date (as defined herein) in order to permit the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and the

applicable requirements of the Municipal Securities Rulemaking Board (the "MSRB"), with respect to distribution of the Official Statement. The Issuer shall prepare the Official Statement, including any amendments thereto, in electronic, word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide such Official Statement to the Underwriter no later than one (1) day prior to the Closing Date.

(b) The Issuer has heretofore "deemed final" the Preliminary Official Statement dated _____, 2021, and relating to the Series 2021A Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2021A Bonds.

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

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2021, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2021A Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2021A Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2021A Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2021A Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

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

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to

consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

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

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2021A Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2021A Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2021A Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, or to the knowledge of the Issuer, any meritorious basis therefor, (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the operation of the System, the Revenues of the System, the 2020 Project, or the financial condition of the Issuer; (b) affecting the existence of the Issuer or the titles of its officers to their respective offices; (c) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2021A Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (d) in any way contesting or affecting the validity or enforceability of the Series 2021A Bonds or any of the Transaction Documents or the transactions contemplated thereby; (e) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (f) contesting the powers of the Issuer or any

authority for the issuance of the Series 2021A Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2021A Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2021A Bonds, the Transaction Documents, and this Purchase Agreement, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Agreement or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2021A Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date does not and, as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date does not and, as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2021A Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2021A BONDS—Book-Entry Only System," "UNDERWRITING," and "APPENDIX E."

Section 2.10. The Issuer has full power and authority to own and operate the System and to establish and collect the rates for the services provided by the System.

Section 2.11. The Issuer has obtained or will obtain all necessary licenses, permits, consents and approvals of any kind of any governmental body in order to operate the System.

Section 2.12. The Issuer has obtained or will obtain all necessary title, rights of way and easements in order to operate the System.

Section 2.13. [Except for the Series 2021B Bonds issued concurrently with the Series 2021A Bonds and the Outstanding Parity Bonds (as defined in the Official Statement),] the Issuer has not otherwise pledged or assigned the Net Revenues other than to secure and pay the Series 2021A Bonds and the Series 2021A Bonds enjoy a first lien and pledge on the Net Revenues, as described in the Official Statement.

Section 2.14. The use of the System complies with, all applicable federal, State of Utah and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, wetlands preservation and environmental quality.

Section 2.15. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2021A Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.16. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2021A Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2021A Bonds.

Section 2.17. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2021A Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2021A Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.18. If between the date of this Purchase Agreement and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or

supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2021A Bonds.

Section 2.19. When executed by the respective parties thereto, this Purchase Agreement and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.20. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Agreement and any and all other agreements relating thereto.

Section 2.21. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.22. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.23. The Issuer's audited financial statements as of, and for the year ended June 30, 2020, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the Issuer at June 30, 2020, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Agreement are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2020, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2020, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.24. [Except as described in the Official Statement,] for the last five years the Issuer has been in compliance with each and every continuing disclosure undertaking it has entered into.

Section 2.25. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2021A Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture;

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2021A Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

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

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2021A Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2021A Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the

issuance of the Series 2021A Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2021A Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2021A Bonds, including any action relating to (x) the tax status of the Series 2021A Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix C to the Official Statement or (z) a limitation on the ability of the Issuer to fix rates and collect Revenues for the System, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2021A Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2021A Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2021A Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2021A Bonds, (B) to restrain or enjoin the operation of the System, (C) in any way

contesting or affecting any authority for or the validity of the Series 2021A Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2021A Bonds, or (D) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2021A Bonds.

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

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

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

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

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor or other authorized representative of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2021A Bonds, the operation of the System, or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2021A Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2021A Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2021A Bonds, (iii) questioning or challenging the power of the Issuer to own and operate the System or to fix, charge and collect rates and charges in connection therewith, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to

restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Net Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, the System, and the application of the proceeds of sale of the Series 2021A Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

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

(vi) A copy of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2021A Bonds, including the use of proceeds of sale of the Series 2021A Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

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

(viii) Evidence satisfactory to the Underwriter that the Series 2021A Bonds have received a ratings of "____" from _____;

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

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

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

ARTICLE IV

EXPENSES

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2021A Bonds. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; and (e) Trustee fees.

The Underwriter shall pay (from the expense component of the Underwriter's discount) and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2021A Bonds, including any costs or expenses related to CUSIP Service Bureau fees, [a continuing disclosure undertaking compliance review,] and any counsel retained by the Underwriter. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Agreement.

ARTICLE V

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter at

_____; Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the City of Orem, 56 North State Street, Orem Utah 84057, Attention: Mayor, with a copy thereof to the City Attorney, City of Orem, 56 North State Street, Orem Utah 84057.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2021A Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

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

This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2021A Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2021A Bonds. The Issuer has retained Lewis Young Robertson & Burningham, Inc. as its Independent Registered Municipal Advisor in this transaction.

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

[Signature Page(s) Follow]

This Purchase Agreement shall become effective upon the execution by [UNDERWRITER] and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

Accepted at _____ [a.m./p.m.]
Utah time, as of the date first stated above:

CITY OF OREM, UTAH

By:_____
[Title]

By:_____
[Title]

SCHEDULE A

$_____
City of Orem, Utah
Water, Sewer and Storm Sewer Revenue Bonds,
Series 2021A

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

_____

[* General rule maturities]
[c Yield to optional par call on _____]

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$_____
City of Orem, Utah
Water, Sewer and Storm Sewer Revenue Bonds,
Series 2021A

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

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Original Purchaser and the Issuer, dated _____, 2021 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

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

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

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

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

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

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

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

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

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

"Purchaser" means [UNDERWRITER] on its own behalf and as representative of each Underwriting Firm.

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

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

The Purchaser represents as follows:

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

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

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

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

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

[UNDERWRITER]

By: _____

Its: _____

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

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

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2021

by and between

CITY OF OREM, UTAH

and

U.S. BANK NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust
Dated as of March 1, 2005

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FIFTH SUPPLEMENTAL INDENTURE OF TRUST

This Fifth Supplemental Indenture of Trust, dated as of _____, 2021 (the "Fifth Supplemental Indenture"), by and between the City of Orem, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having a principal office in Salt Lake City, Utah (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has previously entered into a General Indenture of Trust dated as of March 1, 2005, as heretofore amended and supplemented (the "General Indenture"), with the Trustee pursuant to which the Issuer has issued various series of water and storm sewer revenue bonds; and

WHEREAS, the Issuer has previously adopted a Bond Resolution on January 26, 2010 (the "Sewer Resolution"), pursuant to which the Issuer has issued its Taxable Sewer Revenue Bonds, Series 2010 (the "Sewer Bonds"); and

WHEREAS, pursuant to Section 9.1 of the General Indenture, the Issuer may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers of the Bonds, enter into a supplemental indenture to subject additional Revenues or other revenues, properties, collateral or security to the General Indenture; and

WHEREAS, the Issuer desires to add the sewer revenues that are currently pledged pursuant to the Sewer Resolution to the pledge of the General Indenture by means of this Fifth Supplemental Indenture; and

WHEREAS, in order to effect the pledge of the sewer revenues to the General Indenture it will be necessary to release those revenues from the lien of the Sewer Resolution; and

WHEREAS, the Issuer desires to issue a series of bonds to refund the Sewer Bonds and to discharge the Sewer Resolution; and

WHEREAS, the Issuer additionally desires to issue a series of bonds to finance improvements to the Issuer's water, sewer and storm sewer system (hereinafter collectively referred to as the "Series 2021 Project"); and

WHEREAS to (a) finance the costs of the Series 2021 Project, (b) refund the Sewer Bonds and (c) pay the costs of issuance of the hereinafter referred to Series 2021 Bonds, the Issuer has determined to issue its (i) Water, Sewer and Storm Sewer Revenue Bonds, Series 2021A in the aggregate principal amount of $_____ (the "Series 2021A Bonds") and (ii) Water, Sewer and Storm Sewer Revenue Refunding Bonds, Series 2021B (Federally Taxable) in the aggregate principal amount of $_____ (the "Series 2021B Bonds" and collectively with the Series 2021A Bonds, the "Series 2021 Bonds"); and

WHEREAS, the Series 2021 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Fifth Supplemental Indenture of Trust (collectively with the General Indenture, and any supplements and amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2021 Bonds and of this Fifth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2021 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Fifth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2021 Bonds and all others Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Fifth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank National Association, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund and Replacement Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

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

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

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

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

Section 1.2 Definitions. All terms which are defined in the General Indenture and not otherwise modified as set forth below, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Act" means collectively, with respect to the Series 2021 Bonds, 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.

"Authorized Representative" means the Mayor, City Recorder, Treasurer, or any other officer of the Issuer so designated in writing by the Issuer to the Trustee.

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

"Dated Date" means, with respect to the Series 2021 Bonds, the date of their initial delivery.

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

"General Indenture" means the General Indenture of Trust dated as of March 1, 2005 between the Issuer and the Trustee, as amended and supplemented to the date prior to this Fifth Supplemental Indenture.

"Outstanding Bonds" means the Issuer's Outstanding Sewer and Water Revenue Bonds, Series 2013A, Sewer and Water Revenue Bonds, Series 2013B, Sewer and Water Revenue and Refunding Bonds, Series 2016.

"Purchaser" means the State of Utah, as purchaser of the Series 2921B Bonds.

"Refunded Bonds" or "Sewer Bonds" means the Issuer's Taxable Sewer Revenue Bonds, Series 2010 issued pursuant to the Sewer Resolution.

"Register" means the record of ownership of the Series 2021 Bonds maintained by the Registrar.

"Series 2021 Bonds" means collectively, the Series 2021A Bonds and the Series 2021B Bonds.

"Series 2021A Bonds" means the City of Orem, Utah Water, Sewer and Storm Sewer Revenue Bonds, Series 2021A issued in the principal amount of $_____.

"Series 2021B Bonds" means the City of Orem, Utah Water, Sewer and Storm Sewer Revenue Refunding Bonds, Series 2021B (Federally Taxable) issued in the principal amount of $_____.

"Series 2021 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee.

["Series 2021 Debt Service Reserve Account" means the account in the Debt Service Reserve Fund established under the General Indenture held in trust by the Trustee.]

"Series 2021 Project" means capital improvements to the System, and more particularly described on Exhibit C hereto.

"Sewer Resolution" means the Bond Resolution of the Issuer adopted on January 26, 2010 pursuant to which the Issuer issued the Refunded Bonds.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, as underwriter for the Series 2021A Bonds.

ARTICLE II

ISSUANCE OF THE SERIES 2021 BONDS

Section 2.1 Principal Amount, Designation and Series.

(a) The Series 2021A Bonds are hereby authorized for issuance under the Indenture for the purposes of providing funds to (i) finance a portion of the Series 2021 Project and (ii) pay the costs of issuance of the Series 2021A Bonds. The Series 2021A Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2021A Bonds shall be designated as, and, shall be distinguished from the Bonds of all other series by the title, "Water, Sewer and Storm Sewer Revenue Bonds, Series 2021A."

(b) The Series 2021B Bonds are hereby authorized for issuance under the Indenture for the purposes of providing funds to refund the Refunded Bonds. The Series 2021 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be in

substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2021B Bonds shall be designated as, and, shall be distinguished from the Bonds of all other series by the title, "Water, Sewer and Storm Sewer Revenue Refunding Bonds, Series 2021B (Federally Taxable)."

Section 2.2 Date, Maturities and Interest. The Series 2021 Bonds shall be dated as of the Dated Date, and shall mature on the dates in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2021 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Series 2021A Bonds

Maturity Date (_____)	Principal Amount	Interest Rate

Series 2021B Bonds

Maturity Date (_____)	Principal Amount	Interest Rate

Section 2.3 Optional Redemption. The Series 2021 Bonds maturing on or before _____ are not subject to optional redemption prior to maturity. The Series 2021 Bonds maturing on or after _____ are subject to redemption prior to maturity in whole or in part at the option of the Issuer on _____, 20__ or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer at a redemption price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 2.4 Mandatory Sinking Fund Redemption.

(a) The Series 2021A Bonds maturing on _____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

(b) The Series 2021A Bonds maturing on _____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the

principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Redemption Amount

---

* Final Maturity Date

(c) Upon redemption of any Series 2021A Bonds maturing on _____, _____ or _____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2021A Bonds maturing on _____, respectively, in such order of mandatory sinking fund date as shall be directed by the Issuer.

(d) The Series 2021B Bonds maturing on _____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Redemption Amount

---

* Final Maturity Date

(e) The Series 2021B Bonds maturing on _____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Redemption Amount

---

* Final Maturity Date

(f) Upon redemption of any Series 2021B Bonds maturing on _____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2021B Bonds maturing on _____, respectively, in such order of mandatory sinking fund date as shall be directed by the Issuer.

Section 2.5 Series 2021 Bonds Secured on a Parity with Outstanding Bonds. The Series 2021 Bonds shall be issued on a parity with the Issuer's Outstanding Bonds, such that the Series 2021 Bonds are secured by a pledge of the Net Revenues of the System, which pledge is on a parity and equal to the pledge of the Outstanding Bonds.

Section 2.6 Execution of Series 2021 Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2021 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2021 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2021 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2021 Bonds.

Section 2.7 Delivery of Series 2021 Bonds. It is hereby determined that the Series 2021A Bonds shall be authenticated and delivered to the Underwriter on such date upon which the Mayor and the Underwriter shall mutually agree, upon payment of the purchase price thereof. It is hereby determined that the Series 2021B Bonds shall be authenticated and delivered to the Purchaser on such date upon which the Mayor and the Purchaser shall mutually agree, upon exchange of the Refunded Bonds for cancellation.

Section 2.8 Designation of Registrar. U.S. Bank National Association is hereby designated as Registrar for the Series 2021 Bonds, acceptance of which appointment shall be evidenced by execution of this Fifth Supplemental Indenture by the Registrar.

Section 2.9 Designation of Paying Agent. U.S. Bank National Association is hereby designated as Paying Agent for the Series 2021 Bonds, acceptance of which appointment shall be evidenced by execution of this Fifth Supplemental Indenture by the Paying Agent.

Section 2.10 Limited Obligation. The Series 2021 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2021 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.11 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of a security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2021 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest are automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and are and shall be prior to any judicial lien hereafter imposed on the Net Revenues to enforce a judgment against the Issuer on a simple contract.

Section 2.12 Compliance with Section 2.13 of General Indenture . The Issuer covenants and represents that the Series 2021 Bonds are being issued in compliance with Section 2.13 of the General Indenture in that:

(a) One hundred percent (100%) of the Net Revenues of the System in the Bond Fund Year ending June 30, 2021 (being the Bond Fund Year preceding the year in which the Series 2021 Bonds are issued) were at least (i) 125% of the average Aggregate Annual Debt Service Requirement on the Series 2021 Bonds and all other Bonds Outstanding, and (ii) 100% of the maximum annual debt service requirement on any indebtedness of the System with a lien on or pledge of Net Revenues subordinate to that of the Bonds issued hereunder, all as certified by the Issuer's Treasurer, as an authorized representative of the Issuer for this purpose.

(b) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there will be in the Debt Service Reserve Fund the full amount required by the Indenture to be accumulated therein upon issuance of the Series 2021 Bonds.

(c) The Debt Service Reserve Fund is funded to an amount no less than the Debt Service Reserve Requirement of the Indenture on the date of issuance of the Series 2021 Bonds.

(d) The proceeds of the Series 2021 Bonds will be used to finance the Series 2021 Project, refund the Refunded Bonds, and pay costs of issuance.

(e) No Event of Default has occurred or is continuing under the Indenture.

Section 2.13 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this 2.15 the Registered Owner of all Series 2021A Bonds shall be, and the Series 2021A Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(iii) of this Section 2.13, "DTC"). Payment of the interest on any Series 2021A Bond shall be made in accordance with the provisions of this Fifth Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2021A Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2021A Bonds. Upon initial issuance, the ownership of each such

Series 2021A Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2021A Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2021A Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2021A Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2021A Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2021A Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2021A Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2021A Bond, (2) giving notices of redemption and other matters with respect to such Series 2021A Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2021A Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2021A Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.15, no person other than DTC shall receive a Series 2021A Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Fifth Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Fifth Supplemental Indenture, the word "Cede" in this Fifth Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.15, notwithstanding any other provisions of this Fifth Supplemental Indenture, the Series 2021A Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2021A Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2021A Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of

DTC with respect to the Series 2021A Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2021A Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2021A Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2021A Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2021A Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2021A Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2021A Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2021A Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2021A Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2021A Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2021A Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2021A Bonds.

(iv) Notwithstanding any other provision of this Fifth Supplemental Indenture to the contrary, so long as any Series 2021A Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2021A Bond and all notices with respect to such Series 2021A Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2021A Bonds registered in the name of Cede pursuant to this Fifth Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

ARTICLE IIII

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1 Creation of Series 2021 Accounts. (a) There is hereby established with the Trustee, a Series 2021 Account within the Construction Fund of the General Indenture.

(b) So long as any of the Series 2021 Bonds herein authorized remain unpaid, the foregoing Funds or Accounts established by the General Indenture, as amended and supplemented, shall be used for no other purpose other than those required by the General Indenture, as amended and supplemented, and the Act.

Section 3.2 Application of Proceeds of the Series 2021A Bonds. The Issuer shall deliver to the Trustee the proceeds from the sale of the Series 2021A Bonds in the amount of $_____ (representing the principal amount of the Series 2021A Bonds plus a net reoffering premium of $_____, less an underwriter's discount of $_____) and the Trustee shall deposit such proceeds as follows into the Series 2021 Construction Account.

Section 3.3 Exchange of the Series 2021B Bonds. The Issuer shall deliver the Series 2021B Bonds to the Purchaser in exchange for the Refunded Bonds and thereupon the Refunded Bonds will be defeased and the Sewer Resolution shall be discharged.

Section 3.4 Disbursements from Series 2021 Construction Account. Disbursements of moneys in the Series 2021 Construction Account shall be made by requisition in accordance with the provisions of Section 5.1 of the General Indenture; provided, however, that the costs of issuance shall be disbursed as instructed in a costs of issuance disbursement request, substantially in the form attached hereto as Exhibit B, to be delivered by the Issuer to the Trustee on the delivery date of the Series 2021 Bonds.

Section 3.5 Completion of the Series 2021 Project. Any unexpended balance remaining in the Series 2021 Construction Account after completion of the Series 2021 Project shall, at the direction of the Issuer, be paid into the Bond Fund.

Section 3.6 [No Debt Service Reserve Requirement. For purposes of the Series 2021 Bonds, there is no debt service reserve requirement.]

ARTICLE IV

AMENDMENT OF GENERAL INDENTURE

Section 4.1 Amendment of Cover Page of the General Indenture. Pursuant to Section 9.1(d) of the General Indenture, the Cover Page of the General Indenture referring

to the Bonds issued thereunder as SEWER AND WATER REVENUE BONDS is hereby amended to read as WATER, SEWER AND STORM SEWER REVENUE BONDS.

Section 4.2 Amendment of Recitals of the General Indenture. The first Recital of the General Indenture is hereby amended by revising such Recital to read in its entirety as follows:

WITNESSETH:

> WHEREAS, the Issuer desires to finance improvements to its existing water, sewer and storm sewer system (the "System"), including, but not limited to improvements to house and operate said facilities, to fund debt service reserves, and to pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

Section 4.3 Amendment of Section 1.1 of the General Indenture. Pursuant to Section 9.1(d) of the General Indenture, the following definitions contained in Section 1.1 of the General Indenture are hereby amended to read as follows:

"Bond Fund" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

"Construction Fund" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

"Debt Service Reserve Fund" means the City of Orem, Utah County, Utah, Water, Sewer and Storm Sewer Revenue Debt Service Reserve Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Rebate Fund" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Rebate Fund created in Section 3.8 hereof to be held by the Trustee and administered pursuant to Section 5.8 hereof.

"Repair and Replacement Fund" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Repair and Replacement Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.7 hereof.

"Reserve Instrument Fund" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Reserve Instrument Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

"Revenue Fund" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Fund created in Section 3.2 hereof in the hand of the Issuer to be administered pursuant to Section 5.2 hereof.

"Sinking Fund Account" means the City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Sinking Fund Account of the Bond Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

"System" means, collectively, the Issuer's culinary water, sewer and storm sewer enterprise facilities, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said System, or any part thereof, hereafter acquired or constructed, and "together with all lands, easements, interests in land, licenses and rights of way of the Issuer and all other works, property, structures, equipment of the Issuer and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with, or related to said System.

Section 4.4 Amendment of Section 2.2(b) of the General Indenture. Pursuant to Section 9.1(d) of the General Indenture, Section 2.2(b) of the General Indenture is hereby amended to read as follows:

(b) The Bonds of each Series issued hereunder shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of Bonds of such Series, and be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. The Bonds of each Series shall be designated "[Taxable] Water, Sewer and Storm Sewer Revenue [Refunding] Bonds, Series" in each case inserting the year in which the Bonds are issued and an identifying series letter.

Section 4.5 Amendment to Article III of the General Indenture. Pursuant to Section 9.1(d) of the General Indenture, Article III of the General Indenture is hereby amended to read as follows:

ARTICLE III
CREATION OF FUNDS AND ACCOUNTS

Section 3.1. Creation of Construction Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Construction Fund." There is hereby created and ordered established in the custody of the Trustee a separate account within the Construction Fund for each Project to be designated by the name of the applicable Project and, if applicable, a separate account for each Series of Bonds and for all grant moneys to be received by the Issuer for deposit in the Construction Fund. (Said Construction Fund and applicable accounts thereunder are herein defined as the "Construction Fund.")

Section 3.2. Creation of Revenue Fund. There is hereby created and ordered established with the Issuer a revenue fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Fund" (herein defined as the "Revenue Fund"). For accounting purposes, the Revenue

Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.3. Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Bond Fund" (herein defined as the "Bond Fund").

Section 3.4. Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund a special trust fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Sinking Fund Account" (herein defined as the "Sinking Fund Account").

Section 3.5. Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Debt Service Reserve Fund" (herein defined as the "Debt Service Reserve Fund").

Section 3.6. Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Reserve Instrument Fund" (herein defined as the "Reserve Instrument Fund").

Section 3.7. Creation of Repair and Replacement Fund. There is hereby created and ordered established in the custody of the Issuer a special fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Repair and Replacement Fund" (herein defined as the "Repair and Replacement Fund").

Section 3.8. Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "City of Orem, Utah County, Utah Water, Sewer and Storm Sewer Revenue Rebate Fund" (herein defined as the "Rebate Fund").

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of General Indenture. As supplemented and amended by this Fifth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Fifth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Fifth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 5.2 Confirmation of Sale of Series 2021 Bonds. The sale of the Series 2021A Bonds to the Underwriter and the sale of the Series 2021B Bonds to the Purchaser are hereby ratified, confirmed and approved by the Issuer.

Section 5.3 Severability. If any provision of this Fifth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Fifth Supplemental Indenture contained, shall not affect the remaining portions of this Fifth Supplemental Indenture, or any part thereof.

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

Section 5.5 Applicable Law. This Fifth Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 5.6 Effective Date. This Fifth Supplemental Indenture shall become effective immediately upon its execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fifth Supplemental Indenture of Trust to be executed as of the date first written above.

CITY OF OREM, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____

Title: Vice President

EXHIBIT A

(FORM OF BONDS)

[Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

UNITED STATES OF AMERICA
STATE OF UTAH
CITY OF OREM
WATER, SEWER AND STORM SEWER REVENUE [AND] REFUNDING BONDS,
SERIES 2021[A][B], [FEDERALLY TAXABLE]

Number R[A][B] - _____ $_____

Interest Rate	Maturity Date	Original Issue Date	CUSIP
___%	_____, ___-	_____	___ ___

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____DOLLARS

City of Orem, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year commencing _____, 2021 (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the offices of U.S. Bank National Association, Corporate Trust Department ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds (the "Series 2021[A][B] Bonds") in the aggregate principal amount of $_____ issued by the Issuer pursuant to a General Indenture of Trust dated as of March 1, 2005, as previously amended and supplemented, and as further amended and supplemented by an Fifth Supplemental Indenture dated as of _____, 2021 (collectively the "Indenture") and a resolution adopted on January 26, 2021 (the "Bond Resolution"), for the purpose of (i) [financing improvements to the Issuer's System], (ii) [refunding certain outstanding sewer revenue bonds of the Issuer] and (iii) paying costs incurred in connection with the issuance of the Series 2021[A][B] Bonds. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "City of Orem, Utah Water, Sewer and Storm Sewer Revenue [and Refunding] Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this bond shall be paid the Net Revenues derived and to be derived from the Issuer's System, all as more fully described and provided in the Indenture. Simultaneous with the issuance of the Series 2021[A][B] Bonds, the Issuer is issuing its Water, Sewer and Storm Sewer Revenue [Refunding] Bonds, Series 2021[A][B] [Federally Taxable] (the "Series 2021[A][B] Bonds" and collectively with the Series 2021[A][B] Bonds, the "Series 2021 Bonds".

As more fully provided in the Indenture, the Series 2021 Bonds shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

This Bond is secured by a pledge of the Net Revenues of the System, and is issued on a parity with the Issuer's Outstanding Bonds under the Indenture

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2021 Bonds, the terms upon which the Series 2021 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2021 Bonds and on all Series 2021 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2021 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2021 Bonds shall be in default, interest on the Series 2021 Bonds issued in exchange for Series 2021 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2021 Bonds surrendered.

The Series 2021 Bonds are subject to redemption at the times, in the amounts and with notice all as provided in the Indenture.

The Series 2021 Bonds are issued as fully registered Bonds in authorized denomination of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate offices of U.S. Bank National Association (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this bond and the issue of which it forms a part and all Bonds issued on a parity therewith and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part,

as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

CITY OF OREM, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water, Sewer and Storm Sewer Revenue [Refunding] Bonds, Series 2021[A][B] [Federally Taxable] of City of Orem, Utah.

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

By: _____
Authorized Officer

Date of Authentication: _____

(Assignment)

FOR VALUE RECEIVED, _____, the undersigned sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature:_____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

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

Pursuant to Section 3.4 of the Fifth Supplemental Indenture of Trust dated as of _____, 2021, you are hereby authorized to pay to the following costs of issuance from the Series 2021 Construction Account:

[See Attached Schedule]

_____
MAYOR,
CITY OF OREM, UTAH

COSTS OF ISSUANCE

Payee	Purpose	Amount

EXHIBIT C

DESCRIPTION OF SERIES 2021 PROJECT

KEY DATES – BOND ISSUANCE CALENDAR OF EVENTS

- Provided in the table below are key dates related to the issuance of the bonds as well as the utility studies

DATE/DAY	EVENT
January 12	City Council Work Session to discuss bond transaction and related parameters resolution
January 19	Distribution of first draft of Bond Documents
January 21	Review of POS and other Bond Documents
January 26	City Council review of Utility Rate Study [in Work Session] City Council considers for adoption the Bond Resolution and authorizes sale of bonds, including delegation of authority, and sets date of February 23, 2021 for Public Hearing
February 8-9	Discussions with Rating Agencies (likely held electronically) with S&P & Fitch
February 22-23	Ratings Received
February 22-23	**Last days to make significant modifications to construction fund projects and amounts**
February 23	Public Hearing on the Bonds
February 25-26	Distribute Preliminary Official Statements to Potential Investors
March 8-10	Pre-Pricing call at [Time TBD]
March 9-11	Bond Sale and wrap-up call at [Time TBD]
Week of March 22	Documents signed by Mayor and City Recorder
March 25	Bond Closing. 9:30 a.m. MDT Offices of Bond Counsel
June 15	Adoption of utility rates (with adoption of 2022 Budget)

- Questions?

CITY OF OREM
BUDGET REPORT FOR THE MONTH ENDED DECEMBER 2020

Percent of Year Expired: 50%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2021	% To Date FY 2020	Notes
10 GENERAL FUND								
Revenues	51,720,746	9,032,657	21,500,806			42%	46%	
CARES Grant	6,978,967		6,978,967			100%		
Appr. Surplus - Current	2,627,923		2,627,923			100%		
Appr. Surplus - Prior Year	2,977,715		2,977,715			100%		
Std. Interfund Transactions	5,263,888		5,263,888			100%		
Total Resources	69,569,239	9,032,657	39,349,299		30,219,940	57%	54%	
Expenditures	69,569,239	6,262,131	32,724,086	1,003,972	35,841,181	48%	50%	
20 ROAD FUND								
Revenues	2,960,000	7,133	1,068,838			36%	34%	
Appr. Surplus - Prior Year	1,840,664		1,840,664			100%		
Total Resources	4,800,664	7,133	2,909,502		1,891,162	61%	61%	
Expenditures	4,800,664	314,901	1,853,583	317,200	2,629,881	45%	51%	
21 CARE TAX FUND								
Revenues	2,045,000	196,379	859,272			42%	35%	
Appr. Surplus - Current	194,999		194,999			100%		
Appr. Surplus - Prior Year	3,153,116		3,153,116			100%		
Total Resources	5,393,115	196,379	4,207,387		1,185,728	78%	76%	
Expenditures	5,393,115	40,176	945,814	3,961,345	485,956	91%	45%	1
24 TRANSPORTATION SALES TAX FUND								
Revenues	1,915,000	175,799	773,011			40%		
Appr. Surplus - Prior Year	1,829,730		1,829,730			100%		
Total Resources	3,744,730	175,799	2,602,741		1,141,989	70%		
Expenditures	3,744,730	215,337	1,074,591	383,543	2,286,596	39%		
30 DEBT SERVICE FUND								
Revenues	5,723,144	821,635	3,462,236			60%	61%	
Appr. Surplus - Current	807,917		807,917			100%		
Total Resources	6,531,061	821,635	4,270,153		2,260,908	65%	62%	
Expenditures	6,531,061	49,357	1,933,490		4,597,571	30%	41%	2
45 CIP FUND								
Revenues	4,353,290	3,580,550	4,231,329			97%	52%	
Appr. Surplus - Prior Year	18,629,954		18,629,954			100%		
Total Resources	22,983,244	3,580,550	22,861,283		121,961	99%	96%	
Expenditures	22,983,244	3,686,695	6,537,678	1,374,474	15,071,092	34%	32%	
51 WATER FUND								
Revenues	20,837,606	1,360,459	12,670,106			61%	60%	
Appr. Surplus - Current Year	725,000		725,000			100%		
Appr. Surplus - Prior Year	20,064,667		20,064,667			100%		
Total Resources	41,627,273	1,360,459	33,459,773		8,167,500	80%	78%	
Expenditures	41,627,273	720,391	7,542,935	924,483	33,159,855	20%	26%	
52 WATER RECLAMATION FUND								
Revenues	12,033,694	1,089,622	6,435,152			53%	55%	
Appr. Surplus - Current Year	1,420,000		1,420,000			100%		
Appr. Surplus - Prior Year	10,190,642		10,190,642			100%		
Total Resources	23,644,336	1,089,622	18,045,794		5,598,542	76%	73%	
Expenditures	23,644,336	475,258	3,978,375	2,837,742	16,828,219	29%	25%	
55 STORM WATER FUND								
Revenues	5,199,195	446,836	2,889,686			56%	54%	
Appr. Surplus - Current Year	500,000		500,000			100%		
Appr. Surplus - Prior Year	5,648,098		5,648,098			100%		
Total Resources	11,347,293	446,836	9,037,784		2,309,509	80%	76%	
Expenditures	11,347,293	701,700	2,665,809	750,833	7,930,651	30%	25%	
56 RECREATION FUND								
Revenues	1,896,804	54,843	318,842			17%	39%	
Appr. Surplus - Prior Year	4,135		4,135			100%		
Total Resources	1,900,939	54,843	322,977		1,577,962	17%	39%	
Expenditures	1,900,939	121,932	968,135	165,371	767,433	60%	61%	

CITY OF OREM
BUDGET REPORT FOR THE MONTH ENDED DECEMBER 2020

Percent of Year Expired: 50%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2021	% To Date FY 2020	Notes
57 SOLID WASTE FUND								
Revenues	4,250,000	334,726	2,182,352			51%	51%	
Appr. Surplus - Prior Year	55,814		55,814			100%		
Total Resources	4,305,814	334,726	2,238,166		2,067,648	52%	53%	
Expenditures	4,305,814	321,395	2,295,435		2,010,379	53%	53%	
58 STREET LIGHTING FUND								
Revenues	951,000	94,762	469,576			49%	71%	
Appr. Surplus - Prior Year	1,400,335		1,400,335			100%		
Total Resources	2,351,335	94,762	1,869,911		481,424	80%	80%	
Expenditures	2,351,335	35,122	543,407	70,482	1,737,446	26%	40%	2
61 FLEET MAINTENANCE FUND								
Appr. Surplus - Current	30,000		30,000			100%		
Appr. Surplus - Prior Year	357		357			100%		
Std. Interfund Transactions	830,000		830,000			100%		
Total Resources	860,357		860,357			100%	100%	
Expenditures	860,357	61,779	511,811	2,859	345,687	60%	57%	
62 PURCHASING/WAREHOUSING FUND								
Revenues			53			100%		
Appr. Surplus - Prior Year	43		43			100%		
Std. Interfund Transactions	380,000		380,000			100%		
Total Resources	380,043		380,096		-53	100%	100%	
Expenditures	380,043	15,391	215,158	4,625	160,260	58%	55%	
63 SELF INSURANCE FUND								
Revenues	735,000	86,310	351,893			48%	40%	
Std. Interfund Transactions	1,390,000		1,390,000			100%		
Total Resources	2,125,000	86,310	1,741,893		383,107	82%	78%	
Expenditures	2,125,000	91,297	1,657,836	6,003	461,161	78%	65%	
64 INFORMATION TECH FUND								
Revenues	6,136	678	3,390			100%		
Appr. Surplus - Prior Year	402,355		402,355			100%		
Std. Interfund Transactions	2,432,000		2,432,000			100%		
Total Resources	2,840,491	678	2,837,745		2,746	100%	100%	
Expenditures	2,840,491	267,720	1,182,310	193,807	1,464,374	48%	53%	
65 FACILITIES MAINTENANCE FUND								
Std. Interfund Transactions	1,635,000		1,635,000			100%		
Total Resources	1,635,000		1,635,000			100%		
Expenditures	1,635,000	181,533	675,919	272,156	686,925	58%		
74 CDBG FUND								
Revenues	1,426,283	19,728	359,678			25%	45%	
Appr. Surplus - Prior Year	254,625		254,625			100%		
Total Resources	1,680,908	19,728	614,303			37%	57%	3
Expenditures	1,680,908	67,862	451,526	60,645	1,168,737	30%	38%	
CITY TOTAL RESOURCES	207,720,842	17,302,117	149,244,164		57,410,073	72%	69%	
CITY TOTAL EXPENDITURES	207,720,842	13,629,977	67,757,898	12,329,540	127,633,404	39%	39%	

CITY OF OREM
BUDGET REPORT FOR THE MONTH ENDED DECEMBER 2020

Percent of Year Expired: 50%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2021	% To Date FY 2020	Notes

NOTES TO THE BUDGET REPORT FOR THE MONTH ENDED DECEMBER 2020:

1) The current year expenditures are higher in comparison to the prior year due to the current year encumbrances ($3,961,345) being significantly higher than in the prior fiscal year ($31,985) at this date in time. Primarily due to the Fitness Center & Library Hall construction projects.

2) The current year expenditures are lower in comparison to the prior year due to the current year encumbrances ($70,482) being significantly lower than in the prior fiscal year ($421,676) at this date in time.

3) The current year revenues are lower in comparison to the prior year due to HUD reimbursement requests for the month of November being received just after month end.

Note: In earlier parts of a fiscal year, expenditures may be greater than the collected revenues in a fund. The City has accumulated sufficient reserves to service all obligations during such periods and does not need to issue tax anticipation notes or obtain funds in any similar manner. If you have questions about this report, please contact Brandon Nelson (229-7010).