CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
August 1, 2023

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

2:30 P.M. WORK SESSION - CITY COUNCIL CONFERENCE ROOM

1 CITY COUNCIL TOUR: Waste Management Recycling Program and Recycling Film Presentation (120 min)
Please wear closed-toed shoes and ear protection
Presenter: Blake Leonelli, Waste Management Public Sector Solutions

2 DISCUSSION - Proposed City Code Updates: Section 2-27-4 (Order of Succession for City Manager); Section 2-5-5 (Powers and Duties of City Manager); and Section 2-3-4 through 2-3-7 (Election Code) (15 min)
Presenter: Steve Earl, City Attorney

3 PRESENTATION - Employee Engagement Survey Results (30 min)
Presenter: Ron Gailey, CEO/Founder of OnPointe Insights

4 EVENT - National Night Out with Orem Police Department (60 min)

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.

2.1 Council Member Dave Spencer

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

3. CALL TO ORDER

4. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION

5. PLEDGE OF ALLEGIANCE: BY INVITATION

6. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

6.1 UVU Track Honor
Presenter:Chad Foote, UVU Sport Administrator

7. PERSONAL APPEARANCES - 15 MINUTES

8. CONSENT ITEMS

8.1 APPROVAL OF MEETING MINUTES
Minutes for 07.11.2023, 09.27.2022, 10.11.2022 and 11.9.2022

8.2 APPROVAL OF UPDATED CITY COUNCIL SCHEDULE

8.3 RE-APPOINTMENT TO RECREATION ADVISORY BOARD
Skip McWhorter

9. SCHEDULED ITEMS

9.1 PUBLIC HEARING - Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.
Presenter: Jason Bench, Assistant Development Services Director

9.2 RESOLUTION - Place Renewal of Care Tax on Ballot
Presenter: Steve Earl, City Attorney

10. COMMUNICATION ITEMS

11. CITY MANAGER INFORMATION ITEMS

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

2-3-3. Candidates for Elective Office.

A. **Qualifications**. Candidates for any municipal office shall meet the ~~following~~ qualifications set forth in Utah Code Section 20A-9-203, as amended or renumbered.~~:~~

~~1. Candidates shall be registered voters in the municipality.~~

~~2. Candidates shall be U.S. Citizens at the time of filing.~~

~~3. Candidates shall be residents of the City of Orem. Residency shall be established by:~~

~~a. Residing in the City of Orem for the twelve (12) consecutive months immediately before the date of the election; or~~

~~b. If the candidate resides in an area recently annexed into the City of Orem, the candidate must have resided in the annexed area or the City for twelve (12) months.~~

~~4. Pursuant to Utah Constitution Article IV, Section 6, any mentally incompetent person, any person convicted of a felony, or any person convicted of treason or a crime against the elective franchise may not hold office in this state until the right to vote or hold elective office is restored as provided by statute.~~

~~5.~~ Candidates employed by the City shall terminate their City employment before being sworn in, if elected.

B. **Filing for Elective Office and Filing Fees**.

1. **Declaration of Candidacy**. Each person seeking to become a candidate for a municipal office shall pay a fee at the time of filing their Declaration of Candidacy in person with the City Recorder as follows:

a. For each person seeking to become a candidate for Mayor, the filing fee shall be one hundred fifty dollars ($150.00); and

b. For each person seeking to become a candidate for Council Member the filing fee shall be seventy-five dollars ($75.00).

c. Filing of Candidacy and Fees shall be filed with the City Recorder's Office during office hours and not later than 5:00 p.m., on the dates determined by Utah State Code of any odd-numbered year.

2. **Nominating Petition**. Any resident of a municipality may nominate a candidate for a municipal office by filing a Nomination Petition and paying the filing fee with the City Recorder during office hours, but not later than 5:00 p.m. on the dates determined by Utah State Code of any odd-numbered year.

3. **Write-In Candidate**. Any person wishing to become a valid write-in candidate shall file a Declaration of Candidacy and pay the filing fee with the City Recorder's Office not later than 5:00 p.m. on the dates as determined by Utah State Code.

2-3-4. Campaign Finance Disclosure. Candidates for elected municipal office shall comply with the requirements of Utah Code Section 10-3-208, as amended or renumbered.

~~A. **Purpose and intent**. The purpose of this section is to comply with Section 10-3-208 of the Utah Code Annotated and to establish campaign financial disclosure requirements for candidates for elective office in the City of Orem.~~

~~B. **Definitions**.~~

~~1. Contribution means the receiving of money and nonmonetary contributions such as in-kind contributions and contributions of tangible things for a political purpose.~~

~~2. Expenditure means the spending or paying of money or nonmonetary items such as tangible things and in-kind payments for a political purpose made during the campaign period.~~

~~3. Municipal primary election means the election held in municipalities on the second Tuesday after the first Monday in the August before the Municipal general election.~~
~~4. Municipal general election means the election held in municipalities on the Tuesday after the first Monday in November of each odd-numbered year.~~

~~C. Reporting.~~

~~1. The purpose of this section is to comply with Section 10-3-208 of the Utah Code Annotated and to establish campaign financial disclosure requirements for candidates for elective office in the City of Orem.~~
~~2. The City Recorder shall, at the time the candidate for municipal office files a declaration of candidacy and again fourteen (14) days before each municipal primary and municipal general election, notify the candidate in writing of:~~
~~a. the provisions of this ordinance governing the disclosure of campaign contributions and expenditures;~~
~~b. the dates when the candidate's campaign finance statement is required to be filed; and~~
~~c. the penalties that apply for failure to file a timely campaign statement, including the statutory provision that requires removal of the candidate's name from the ballot for failure to file the required campaign finance statement when required.~~
~~3. A report is considered filed if it is received in the City Recorder's office no later than 5 p.m. on the date that it is due;~~
~~4. Each candidate for elected municipal office shall file a signed campaign financial statement with the City Recorder containing itemized and total campaign contributions and expenditures as required by Utah State Code.~~
~~a. Candidates in the Municipal Primary Election. Candidates in the municipal primary election shall file a first campaign financial statement seven (7) days before the municipal primary election.~~
~~b. Candidates Eliminated at the Municipal Primary Election. Candidates who are eliminated at the municipal primary election shall file a campaign financial statement within the thirty (30) days after the municipal primary election.~~
~~c. Candidates in the Municipal General Election. Candidates in the municipal general election shall file the following campaign financial statements:~~
~~i. A second campaign financial statement shall be filed seven (7) days before the municipal general election.~~
~~ii. A third campaign financial statement shall be filed within the thirty (30) days following the municipal general election.~~
~~iii. If the candidate receives contributions or makes expenditures after the date the candidate files the third campaign financial statement, the candidate shall file an additional campaign financial statement(s) within thirty (30) days of receiving the contribution or making the expenditure.~~
~~5. Contents of Statement. The campaign financial statement must include information as required by Utah State Code.~~

A~~D~~. **Classification**. The signed campaign financial statement received by the City Recorder pursuant to this section shall be classified as a public record except as provided for in Utah Code § 63G-2-305(52).

B~~E~~. **Penalty**.

1. Any person who fails to comply with this Section is guilty of an infraction and upon conviction thereof shall be punished by a fine of not more than seven hundred fifty dollars ($750.00). Each and every failure to file the required campaign financial statement shall constitute a separate offense.
2. In addition to the penalty imposed in E(1), if a candidate fails to file a campaign finance statement before a municipal primary or general election by the deadlines specified above, the candidate's name shall be removed from the ballot pursuant to State law.

2-3-5. Term of Office.
A. The term of office for the Mayor and each Councilmember shall be four (4) years.
B. Councilmembers shall serve staggered terms, with three Councilmembers up for election every two (2) years.
C. The Mayor shall be elected every four (4) years, beginning with the 1981 municipal election.
D. Each term shall continue until a successor is chosen and qualified, except in the case of the elected official's death, resignation, removal or disqualification from holding office.

2-3-6. Automatic Vacancy.
An elected official's office automatically becomes vacant if, at any time during that official's term of office, he or she establishes residence outside of the City, or lives outside of City boundaries for a continuous period of more than 60 days.

2-3-7. Vacancy in Office of Mayor or Councilmember.
A. ~~If there is a~~ A vacancy in the office of Mayor or City Councilmember shall be filled in accordance with the provisions of Utah Code Section 20A-1-510, as amended or renumbered. ~~, the remaining members of the City Council shall appoint a registered voter in the City to fill the unexpired term of the office vacated, except as otherwise provided in subparagraph C of this section. Before acting to fill the vacancy, the municipal legislative body shall:~~
~~1. give public notice of the vacancy at least two (2) weeks before the municipal legislative body meets to fill the vacancy; and~~
~~2. identify, in the notice:~~
~~a. the date, time, and place of the meeting where the vacancy will be filled; and~~
~~b. the person to whom a person interested in being appointed to fill the vacancy may submit his name for consideration and any deadline for submitting it.~~
~~B. If, for any reason, the Council does not fill the vacancy within 30 days after the vacancy occurs, the Council shall vote upon the names that have been submitted. The two persons having the highest number of votes of the Council shall appear before the Council and the Council shall vote again. If neither candidate receives a majority vote of the Council at that time, the vacancy shall be filled by lot in the presence of the Council.~~
~~C. A vacancy in the office of Mayor or Councilmember is filled by an interim appointment, followed by an election to fill a two-year term, if:~~
~~1. The vacancy occurs, or a letter of resignation is received by the City Council, at least fourteen (14) days before the deadline for filing for election in an odd-numbered year; and~~
~~2. Two (2) years of the vacated term will remain after the first Monday of January following the next municipal election.~~

~~D. In appointing an interim replacement, the City Council shall comply with the notice requirements of this section.~~
~~E.~~ A member of the Council may not participate in any part of the process established in this section to fill a vacancy in the office of Mayor if that member is being considered for appointment to fill the vacancy.

2-3-8. Powers and Duties of Mayor.
A. The Mayor shall have the following powers and duties:
1. To preside at all meetings of the Council and to serve as chair of the Council.
2. To have a vote in all Council proceedings.
3. To execute bonds, notes, contracts and written obligations as required on behalf of the City.
4. To be chief ceremonial officer of the City.
5. To represent the City in all its external relationships.
6. To make appointments to council advisory boards and commissions, as provided by City ordinances.

B. In addition to the powers and duties set forth in paragraph A, the Mayor shall have all of the powers, duties, and privileges of other City Councilmembers.
C. The powers and duties of the Mayor shall be limited to those set forth in this section and applicable State law.

2-3-9. Mayor Pro Tempore.
A. The City Council shall elect one of its members to act as the Mayor pro tempore during the Mayor's absence or disability. The election of a Mayor pro tempore shall be entered in the minutes of a City Council meeting. If the Mayor and the Mayor pro tempore are both absent from a particular meeting, the Council may elect a Mayor pro tempore to serve at that particular meeting only.
B. The Mayor pro tempore shall serve for six (6) months or until a successor Mayor pro tempore is elected by the Council.
C. Any member of the City Council appointed to act as Mayor pro tempore shall still have only one vote on each issue presented to the City Council.
D. The Mayor may request any member of the City Council to represent the City at public or promotional functions outside of City Council meetings.
E. If no member of the City Council is able to represent the Mayor at public or promotional functions outside of City Council meetings, the City Manager or his designated staff member may do so.

2-3-10. Functions of City Council.
The City Council shall pass ordinances and resolutions, make policy directives, appropriate funds, review city administration, specifically, the performance of the City Manager, and perform all duties that may be required of it by law.

2-3-11. Voting by City Council.
A. The City Council shall not take any action unless a quorum of members is present.
B. A quorum shall consist of any four (4) members of the City Council (including the Mayor).

C. Unless otherwise prescribed by law, the minimum number of yes votes required to pass any ordinance or resolution, or to take any City Council action, shall be a majority of the members of the quorum, but shall never be less than four (4).
D. All seven (7) members of the City Council (the Mayor plus the six (6) Councilmembers) shall have an equal vote on all matters coming before the City Council. The Mayor shall not have the power to veto actions of the City Council.
E. Any ordinance, resolution or motion of the City Council having fewer favorable votes than required herein shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the Council, even though such majority vote is less than that required.
F. A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would create a liability against the City. A roll call vote shall also be taken when requested by any City Councilmember. For the purposes of this section, "roll call vote" shall mean any vote for which the specific "yes" or "no" vote of each member present is voiced at the meeting and recorded in the minutes.
G. A majority of the remaining members of the City Council, regardless of number, may vote to fill any vacancy in the City Council.
H. The City Council may adopt additional rules and regulations governing voting procedures and meeting procedures that are not contrary to this Chapter or State law.

2-27-4. Order of Succession for City Manager.
If the City Manager is unavailable due to absence, incapacity, resignation, dismissal or other cause, the individuals listed below may, in the order named, act as the temporary interim successor to the City Manager and exercise the powers and duties of the City Manager:

A. Assistant City Manager
B. City Attorney
C. Director of Development Services
D. Chief of Police
E. Director of Finance
F. Director of Recreation
G. Director of Public Works
H. Fire Chief
I. Director of Library

If any of the individuals above decline to exercise the powers and duties of the City Manager, the next person in the order of succession may exercise said powers and duties.

2-5-5. Powers and Duties of City Manager.
The City Manager shall have the power, and it shall be his or her duty to:

A. Faithfully execute and enforce all applicable laws, ordinances, rules and regulations, and see that all franchises, leases, permits, contracts, licenses, and privileges granted by the City are observed;
B. Carry out the policies and programs established by the City Council;
C. Organize and direct the management of the executive affairs of the City in a manner consistent with the Optional Forms of Municipal Government Act and with City ordinances;
D. Appoint a budget officer for the purpose of complying with the requirements of the uniform municipal fiscal procedures act;
E. Appoint, with the advice and consent of the City Council, a qualified person to each of the offices of recorder, treasurer, engineer, and attorney; create any other offices as may be deemed necessary for the good government of the City; and regulate and prescribe the powers and duties of all other officers of the City, except as provided by law or by ordinance;
F. Examine and inspect the books, records and official papers of any office, department, agency, board, or commission of the City, and make investigations and require reports from personnel;
G. Appoint, subject to the provisions of the Optional Forms of Municipal Government Act and the Municipal Administrative Code of the City of Orem, heads of municipal offices, departments, and agencies; and with the advice and consent of the City Council, suspend or remove them.
H. Establish standards, qualifications, criteria, and procedures to govern the appointments, by heads of offices, departments, and agencies or by other authorized officers, of divisional officers, assistants, deputies, and employees within their respective organizational units, subject to any applicable provisions of the merit system and Municipal Administrative Code;
I. Submit to the City Council plans and programs relating to the development and needs of the City, and annual and special reports concerning the financial, administrative and operational

activities of City offices, departments, agencies, boards, and commissions, together with his or her evaluation and recommendations relating to them;
J. Attend all meetings of the City Council and take part in its discussions and deliberations, but without the right to vote;
K. Appoint, with approval by a two-thirds majority vote of the full membership of the City Council, an acting municipal manager to serve in his or her absence or temporary incapacity to perform the powers and duties of the City Manager; and
L. Discharge any other duties specified by statute or imposed by the City Council.

CITY OF OREM

CITY COUNCIL MEETING

AUGUST 1, 2023

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

REQUEST:

BACKGROUND:

RECOMMENDATION:

CITY OF OREM

CITY COUNCIL MEETING

AUGUST 1, 2023

REQUEST:	APPROVAL OF UPDATED CITY COUNCIL SCHEDULE
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

City Council Meetings for 2023:

City Council Meetings are typically held the 2nd and 4th Tuesday of each month (February, July, November and December only host one meeting due to the holidays)

Proposed Date:	Other activities and conferences
January 10, 2023	
January 24, 2023	
February 28, 2023	
March 14, 2023	
March 28, 2023	April 3rd -7th: ASD Spring Break
April 11, 2023	April 17th – 21st: ULCT Mid-Year Conference
April 25, 2023	
May 9, 2023	
May 23, 2023	
June 13, 2023	June 5th – 10th: Summerfest
June 27, 2023	
July 11, 2023	
August 1, 2023	
August 22, 2023	September 5th: Primary Election
	September 6-8 ULCT Fall Conference
September 12, 2023	
September 19, 2023	Special Meeting – Canvass of Election
September 26, 2023	September 30th – October 4th: ICMA Conference
October 10, 2023	
	October 19th – 23rd: ASD Fall Break
October 24, 2023	
November 14, 2023	
	November 21st – General Election Day
December 5, 2023	Special Meeting – Canvass of Election
December 12, 2023	

PASSED and APPROVED this 1st day of August, 2023.

_____

David A. Young, Mayor

ATTEST:

_____

Teresa McKitrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	□	□	□
Jeff Lambson	□	□	□
Debby Lauret	□	□	□
Tom Macdonald	□	□	□
LaNae Millett	□	□	□
Terry Peterson	□	□	□
David Spencer	□	□	□

CITY OF OREM

CITY COUNCIL MEETING

AUGUST 1, 2023

REQUEST:	RE-APPOINTMENT TO RECREATION ADVISORY BOARD
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

	CITY OF OREM **CITY COUNCIL MEETING** **AUGUST 1, 2023**
REQUEST:	PUBLIC HEARING - Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

CITY OF OREM CITY COUNCIL MEETING AUGUST 1, 2023	
REQUEST:	**6:00 P.M. SCHEDULED ITEM** PUBLIC HEARING – Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.
APPLICANT:	Brent Neel / Holiday Oil
FISCAL IMPACT:	None

NOTICES:
-Posted in 2 public places
-Posted on City webpage
-Posted on the State noticing website
-Faxed to newspapers
-Noticed 138 property owners with 500 feet

SITE INFORMATION:
General Plan Designation: **Low Density Residential**
Current Zone: C2
Acreage: **2.16**
Neighborhood: **Lakeview**

PLANNING COMMISSION RECOMMENDATION
Denial 4-0

PREPARED BY:
Makayla Wagstaff
Associate Planner

REQUEST: The applicant requests the City Council to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

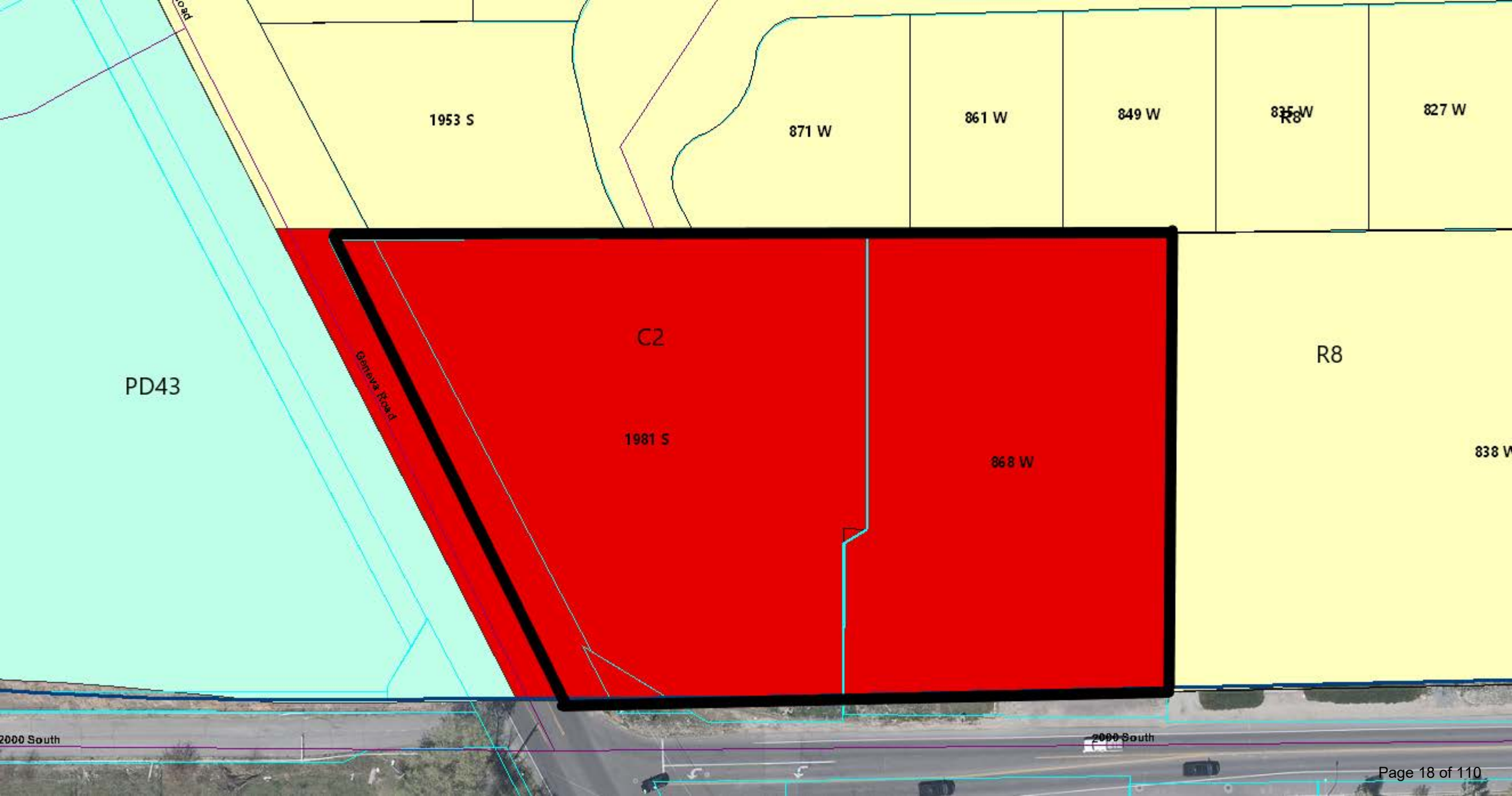
BACKGROUND: In December of 2020 this property was rezoned to the C2 zone and a development agreement was approved in conjunction with that rezone. This development agreement limited the uses which could be built on this property to a gas station with a convenience store. The agreement also limited the building materials and architectural style of the building as well as the allowed operating hours for the convenience store.

The applicant is requesting to amend the development agreement from December 2020 to allow a carwash to be built on the site along with the gas station and convenience store. The amended agreement proposed adding the option of the drive-thru at the convenience store. However, after meeting with the Planning Commission the applicants have removed the carwash from the site plan. The applicant still requests a drive-thru window as part of their business operations. The drive-thru would serve items from their store and not from another business. The proposed amended agreement also changes the materials and architectural style of the buildings on the site to match the current style of the Holiday Oil brand.

The proposed changes to the development agreement do not alter the allowed hours of operation from 5am to midnight. These are consistent with the times when the lights would be required to be dimmed on the site.

RECOMMENDATION: The Planning Commission recommends the City Council deny the request to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone.


Geneva Road
1981 S
868 W
2000 South


1953 S
871 W
861 W
849 W
827 W
C2
R8
PD43
Geneva Road
1981 S
868 W
838 W
2000 South
2000 South

DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this 8 day of Dec, 2020 2020, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); and the following additional individuals and entities:
1. Lane Taylor and Cynthia Butler, Trustees of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007, with an address of 1981 South Geneva Road, Orem, Utah (hereinafter referred to as "Taylor");
2. Donald Kent Roberts, an individual with an address of 868 West 2000 South, Orem, Utah (hereinafter referred to as "Roberts"); and
3. Axley-Way Investments, LLC, a Utah limited liability company with its principal address of 1909 West State Road #250 Pleasant Grove, UT 84062 (hereinafter referred to as "Developer").

RECITALS

WHEREAS Lane Taylor and Cynthia Butler, Trustees of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007, is the owner of a parcel of property consisting of approximately 1.24 acres located at approximately 1981 South Geneva Road, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 19:036:0116 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Taylor Property"); and

WHEREAS Donald Kent Roberts is the owner of a parcel of property consisting of approximately 0.96 acres located at approximately 868 West 2000 South, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 19:036:0053 and which is more particularly described in Exhibit "B" (hereinafter referred to as the "Roberts Property"); and

WHEREAS the Taylor Property and the Roberts Property are sometimes referred to hereinafter as the "Property"; and

WHEREAS Developer has a contract to purchase the Taylor Property and the Roberts Property; and

WHEREAS the Property is currently zoned OS5; and

WHEREAS Developer has filed an application with the City to rezone the Property from OS5 to the C2 zone in order to allow the development of a gas station on the Property as shown in the concept plan attached hereto as Exhibit "C" (the "Project"); and

WHEREAS in order to mitigate the potential negative impacts of the Project on neighboring property owners and to ensure that the development on the Property is constructed in conformance with Developer's representations, Developer, Taylor and Roberts are willing to enter into this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-9-101, *et. seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to approve this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Development in Conformance with Concept Plan**. The parties acknowledge and agree that the concept plan, drawings and renderings that Developer presented to the City Council were a significant factor in the City Council's favorable consideration of Developer's request to rezone the Property to C2. The Property shall be developed in substantial conformance with the concept plan, drawings and renderings attached hereto as Exhibit "C" including, but not limited to conformance with building location, building design, layout, lighting, landscaping, elevations and building finish materials. Exhibit "C" is attached hereto and by reference is made a part hereof. However, notwithstanding anything herein to the contrary, only such signage as is allowed by City ordinances shall be allowed on the Property and the signage shown in the concept plan and drawings shall not be allowed unless it is otherwise permitted by City ordinances.

2. **Dimmed Lighting**. In order to minimize the impact of lighting on the adjoining residential properties, the lighting for the development on the Property shall be dimmed between the hours of 12:00 a.m.(midnight) and 5:00 a.m. so that only minimal security lighting is illuminated during these hours. All other lighting besides security lighting shall be dimmed to the point of zero illumination during the above hours. The impact of lighting on the Property on adjoining residential properties shall be minimized to the greatest extent possible (except for lighting essential for security). The nighttime renderings of the Project included in Exhibit "C" illustrate the nature and type of lighting that may be employed during the hours of 12:00 a.m. to 5:00 a.m.

3. **Hours of Operation**. Because of the proximity of the Property to residential uses, the hours of operation for all commercial development on the Property shall be limited to 5:00 a.m. to 12:00 a.m.(midnight). No business or other commercial activity shall take place on the Property between 12:00 a.m. to 5:00 a.m except for the use and operation of the outside fuel pumps for which there is no restriction on hours of operation.

4. **Restriction on Fuel Pumps**. In order to limit the traffic to and from the Property (and therefore the impact on surrounding properties and streets), no more than eight (8) fuel pumps (16 fueling stations) may be located on the Property. In addition, any diesel fueling stations on the Property shall only be made available to small trucks and passenger vehicles. Diesel fueling shall not be made available to semi-trucks or other vehicles of a similar size.

5. **Easements**. Developer, Taylor and Roberts shall convey to the City an easement for the construction, installation, operation, maintenance, repair and upgrade of water, sewer and storm sewer pipes and appurtenant facilities over, under, across and through a portion of the Property in the locations shown in Exhibit "D" which is attached hereto and by reference is made a part hereof.

6. **Agreement Considered Mitigation of Impact**. In consideration of the covenants of Developer, Taylor and Roberts set forth in this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the OS5 zone to the C2 zone.

7. **No Guarantee of Rezone**. The City makes no representation that the request of Developer to have the Property rezoned will be approved by the Orem City Council. Therefore, this Agreement shall not be binding upon Developer unless the request for a rezone of the Property to the C2 zone is approved by the Orem City Council.

8. **No Limitation on Exercise of Police Power**. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

9. **Compliance With All Applicable Laws**. Nothing in this Agreement shall be deemed to relieve any person or entity who develops the Property from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

10. **Agreement to be Recorded**. Upon the approval of the rezone of the Property to the C2 zone by the Orem City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Taylor, Roberts and Developer in the ownership or development of any portion of the Property.

11. **Indemnification**. Developer, and Taylor and Roberts, if Taylor or Roberts develop the Property, agree to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's (or its employees') own negligence or willful misconduct.

12. **Lawful Agreement**. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them

has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

13. **Applicable Law**. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. **Time of Essence**. Time shall be of the essence of this Agreement.

15. **Interpretation**. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

16. **Modifications**. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

17. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

18. **Relationship of Parties**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

19. **Incorporation of Recitals**. The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

20. **Electronic Transaction and Signature**. Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

Balance of page left intentionally blank.

SIGNED and ENTERED INTO this _____ day of _____, 2020.

City of Orem, by:

_____
James P. Davidson, Orem City Manager

ATTEST:_____
JoD' Ann Bates, City Recorder

_____
Lane Taylor, Trustee of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007

_____
Cynthia Butler, Trustee of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8 day of December, 2020, by Lane Taylor and Cynthia Butler, as Trustees of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007.

_____
NOTARY PUBLIC

TAYLOR HAMMER
Notary Public - State of Utah
Comm. No. 701449
My Commission Expires on
Sep 4, 2022

Donald Kent Roberts

Donald Kent Roberts

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of December 2020, by Donald Kent Roberts.

Constanza Cuello
NOTARY PUBLIC

NOTARY PUBLIC
CONSTANZA CUELLO
COMM. # 707289
MY COMMISSION EXPIRES
JULY 18, 2023
STATE OF UTAH

Axley-Way Investments, LLC
By:

_____

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as the _____ of Axley-Way Investments, LLC, who acknowledged that he/she signed this Agreement on behalf of Axley-Way Investments, LLC

_____
NOTARY PUBLIC

Donald Kent Roberts

_____

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Donald Kent Roberts.

_____
NOTARY PUBLIC

Axley-Way Investments, LLC
By:

_____

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Arnim Way as the Manager of Axley-Way Investments, LLC, who acknowledged that he/she signed this Agreement on behalf of Axley-Way Investments, LLC

_____
NOTARY PUBLIC

KIRA NICOL BARNEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 706244
COMM. EXP. 05-10-2023

EXHIBIT "A"

Commencing West 7.68 chains from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 2.14 chains; thence North 27°10' West 4.65 chains; thence North 89°53' East 4.26 chains; thence South 15.04 feet; thence North 89°29'20" East 12.72 feet; thence South 00°06' West 156.57 feet; thence South 59° West 14.28 feet; thence South 00°28'16" West 94.77 feet to beginning.

LESS AND EXCEPTING that portion conveyed by Boundary Fence Line Agreement recorded March 22, 2002 as Entry No. 32714:2002.

ALSO LESS AND EXCEPTING THE FOLLOWING:
A parcel of land in fee, being part of an entire tract situate in the Southeast Quarter of the Southeast Quarter of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah, for the construction of a signalized intersection at State Route 114 & 2000 North Street, Provo City, known at Project No. S-0114(33)4. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southerly boundary line of said entire tract and the existing Northerly right of way line of 2000 North Street, Provo City, at a point being 68.28 feet perpendicularly distant Easterly from the control line of said project at approximate Engineer Station 150+54.71, said point also being 586.81 feet North 90°00'00" West along the South line of said Section 28 from the Southeast corner of said Section 28; and running thence along said existing Northerly right of way line North 90°00'00" West 40.00 feet to a point in the existing Easterly right of way of State Highway 114, said point 33.00 feet perpendicular distant Easterly from the control line of said project at approximate Engineer Station 150+73.56; thence along said Easterly right of way line North 28°07'13" West 40.00 feet to a point 33.00 feet perpendicular distant Easterly from the control line of said project an approximate Engineer Station 151+13.56; thence South 59°03'36" East 68.62 feet to the point of beginning as shown on the map of said project on file in the office of the Utah Department of Transportation.
(Note: Rotate above bearings 00°27'51" clockwise to equal Highway Bearings based on the Utah State Plane Coordinate System, NAD 83, Central Zone).

NOTE: This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part-II Exceptions.
ALTA FORM COMMITMENT (06-17-06 Rev. 08-01-2016)

Exhibit "B"

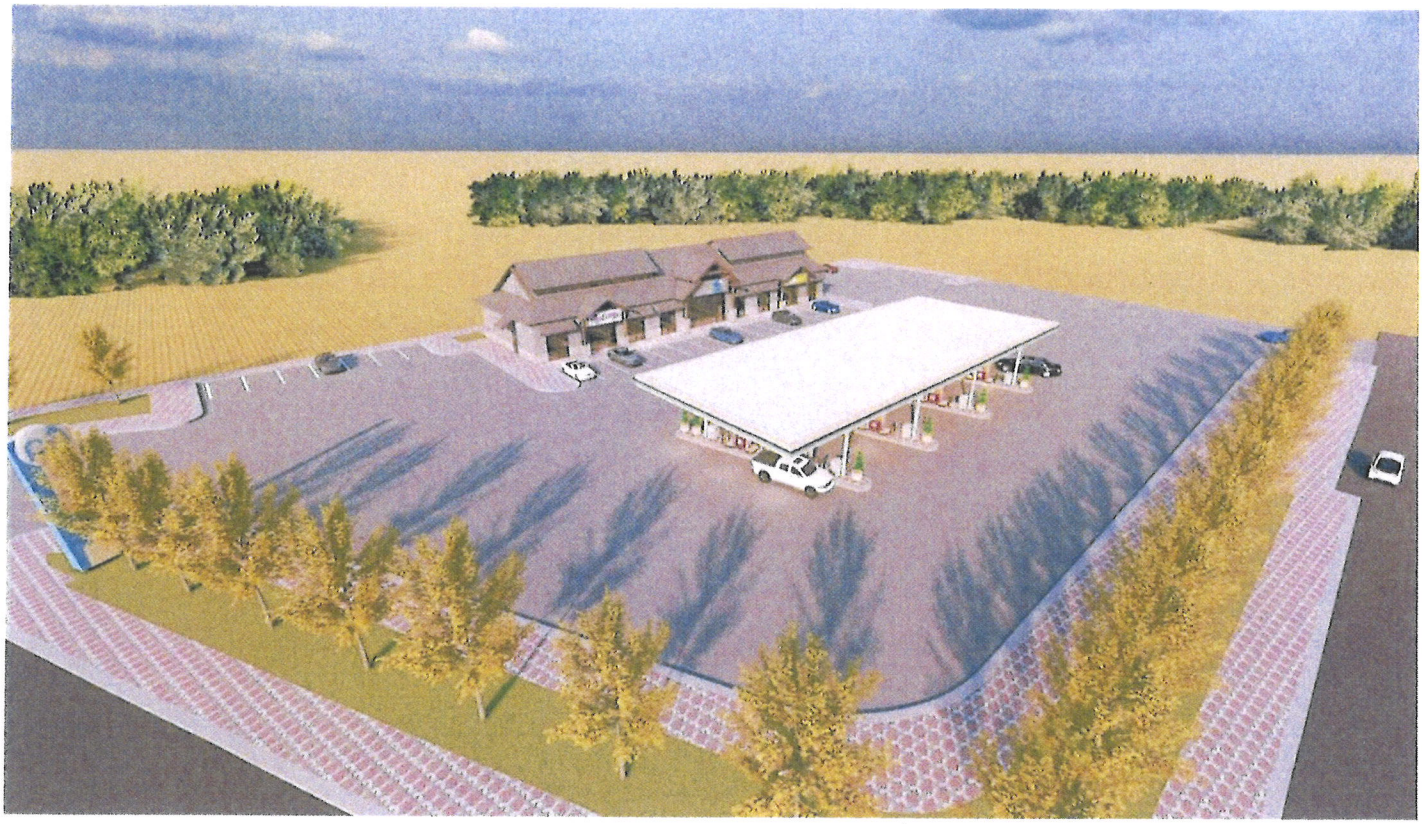
BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DENIS E. GROO, ET UX. BY WARRANTY DEED RECORDED JANUARY 6, 1977, AS ENTRY
NO. 719, IN BOOK 1524, AT PAGE 389 OF OFFICIAL RECORDS, SAID SOUTHWEST CORNER IS DESCRIBED AS BEING NORTH 89°31'44" WEST 341.88 FEET, MORE OR LESS, FROM THE
SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°31'44" WEST ALONG THE SOUTH LINE OF SAID SECTION 28, 165.0 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO KARL R. TAYLOR BY QUIT-CLAIM DEED RECORDED JUNE 17, 1939, AS ENTRY NO. 5921, IN BOOK 342, AT PAGE 597 OF OFFICIAL RECORDS; THENCE NORTH 0°28'16" EAST ALONG THE EAST LINE OF SAID TAYLOR PROPERTY 264.0 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°31'44" EAST 165.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID GROO PROPERTY; THENCE SOUTH 0°28'16" WEST ALONG THE WEST LINE OF SAID GROO PROPERTY 264.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
THE WEST 6' 3" OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE
AND MERIDIAN; THENCE NORTH 89°31'44" WEST ALONG THE SECTION LINE 341.88 FEET (104.21 METERS); THENCE NORTH 00°28'16" EAST 264.00 FEET (80.47 METERS); THENCE
SOUTH 89°31'44" EAST 341.88 FEET (104.21 METERS); THENCE NORTH 00°28'16" EAST 264.00 FEET (80.47 METERS); THENCE SOUTH 88°04'23" EAST 4.44 FEET (1.35 METERS); THENCE
SOUTH 00°45'59" EAST PARTIALLY LONG A FENCE LINE 528.00 FEET (160.93 METERS); THENCE NORTH 89°33'59" WEST ALONG THE SECTION LINE 15.84 FEET (4.83 METERS) TO THE
POINT OF BEGINNING.

LESS AND EXCEPTING:
BEGINNING AT A POINT WHICH IS NORTH 89°31'44" WEST ALONG A SECTION LINE 506.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THE NORTH 89°31'44" WEST ALONG THE SECTION LINE 114.99 FEET TO THE EASTERLY LINE OF GENEVA ROAD; THENCE NORTH 28°25'53" WEST ALONG SAID EAST LINE OF GENEVA ROAD 285.08 FEET; THENCE NORTH 88°33'11" EAST ALONG A FENCE LINE 32.34 FEET; THENCE NORTH 89°29'20" EAST 230.89 FEET; THENCE SOUTH 0°06' WEST 156.57 FEET; THENCE SOUTH 59°00" WEST 13.50 FEET; THENCE SOUTH 0°28'16 WEST 91.00 FEET TO THE POINT OF BEGINNING.

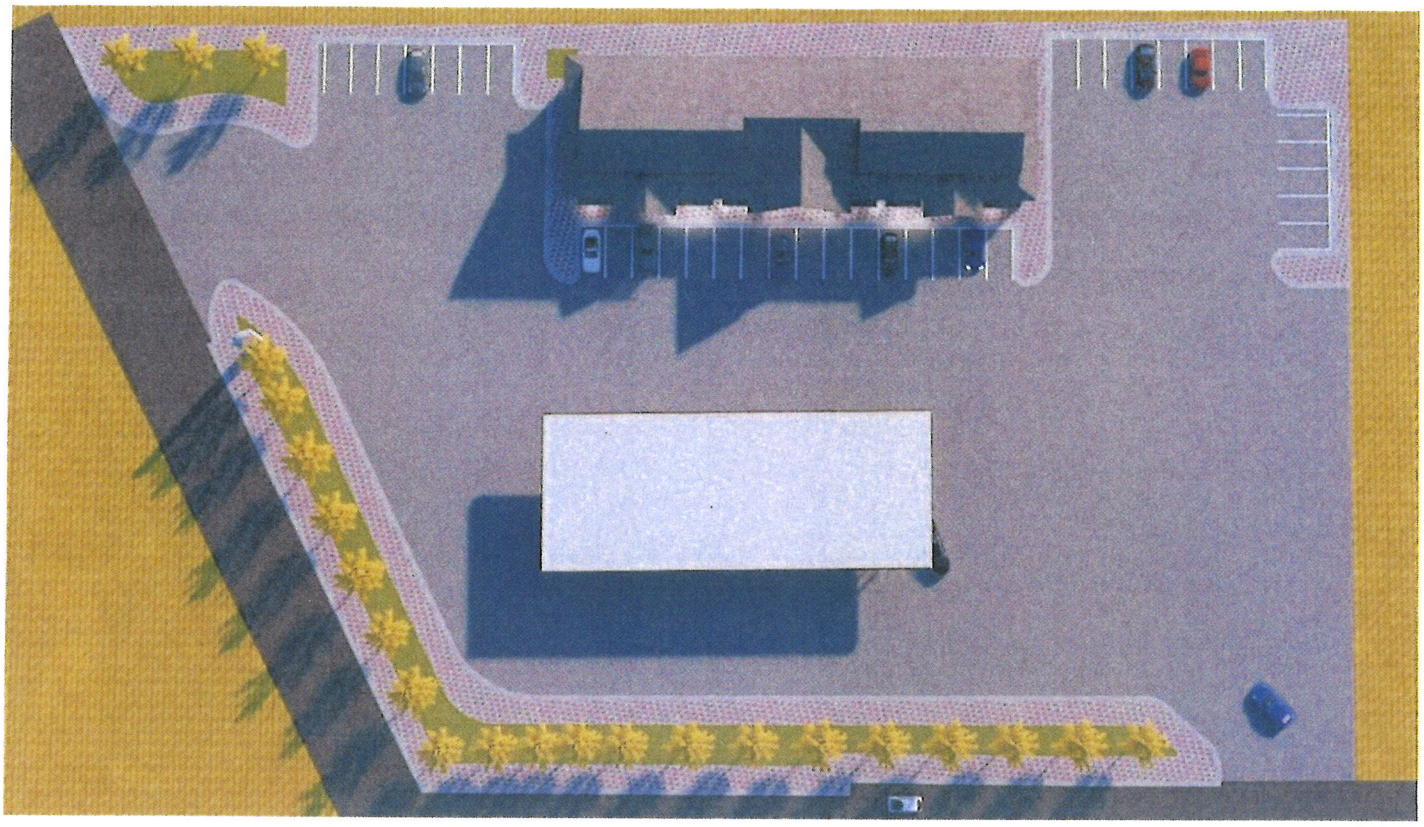
ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING NORTH OF THE LINE DESCRIBED IN THAT CERTAIN BOUNDARY FENCE LINE AGREEMENT RECORDED MARCH 22,
2002 AS ENTRY NO. 32715:2002, OF THE OFFICIAL RECORDS.

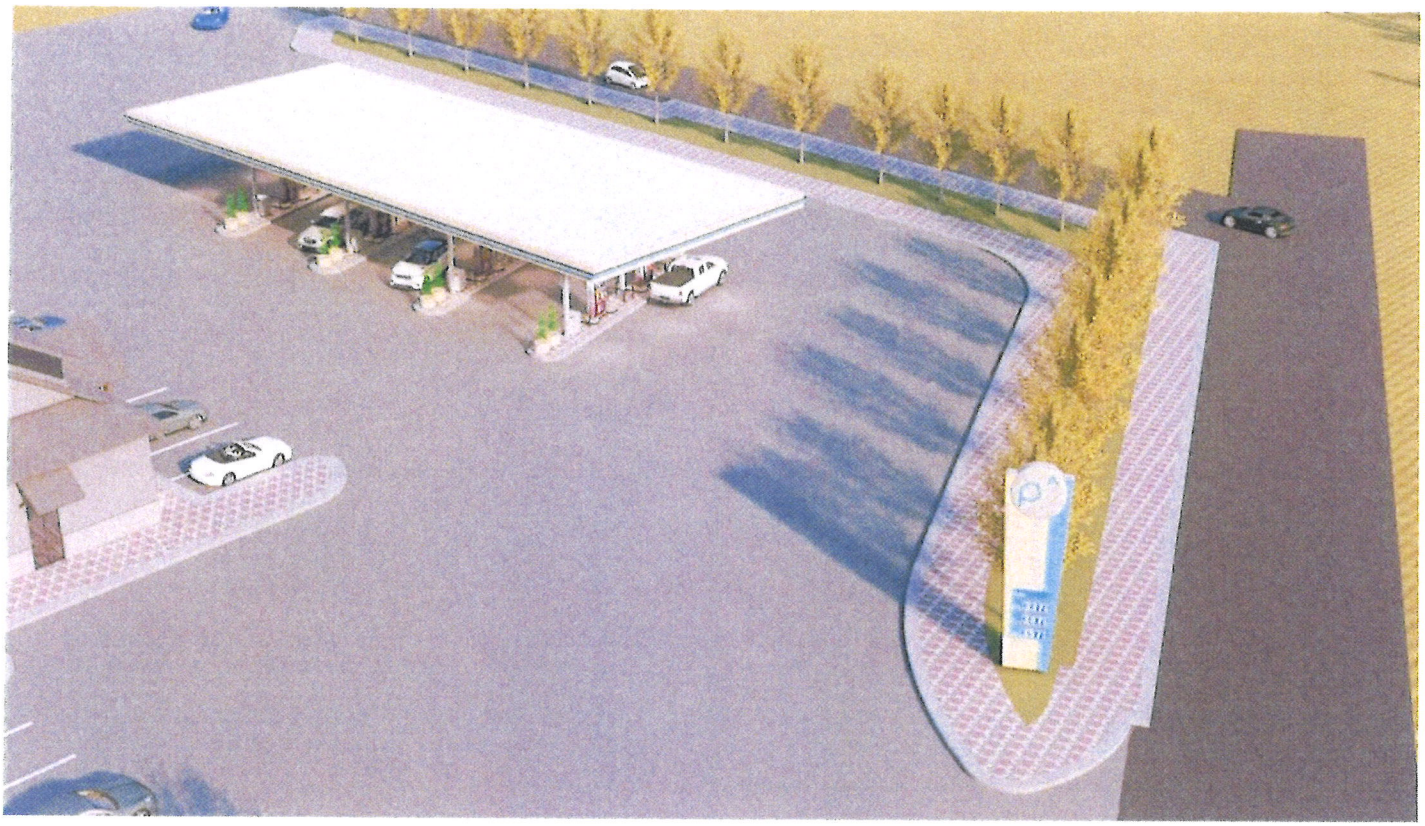
EXHIBIT "C"



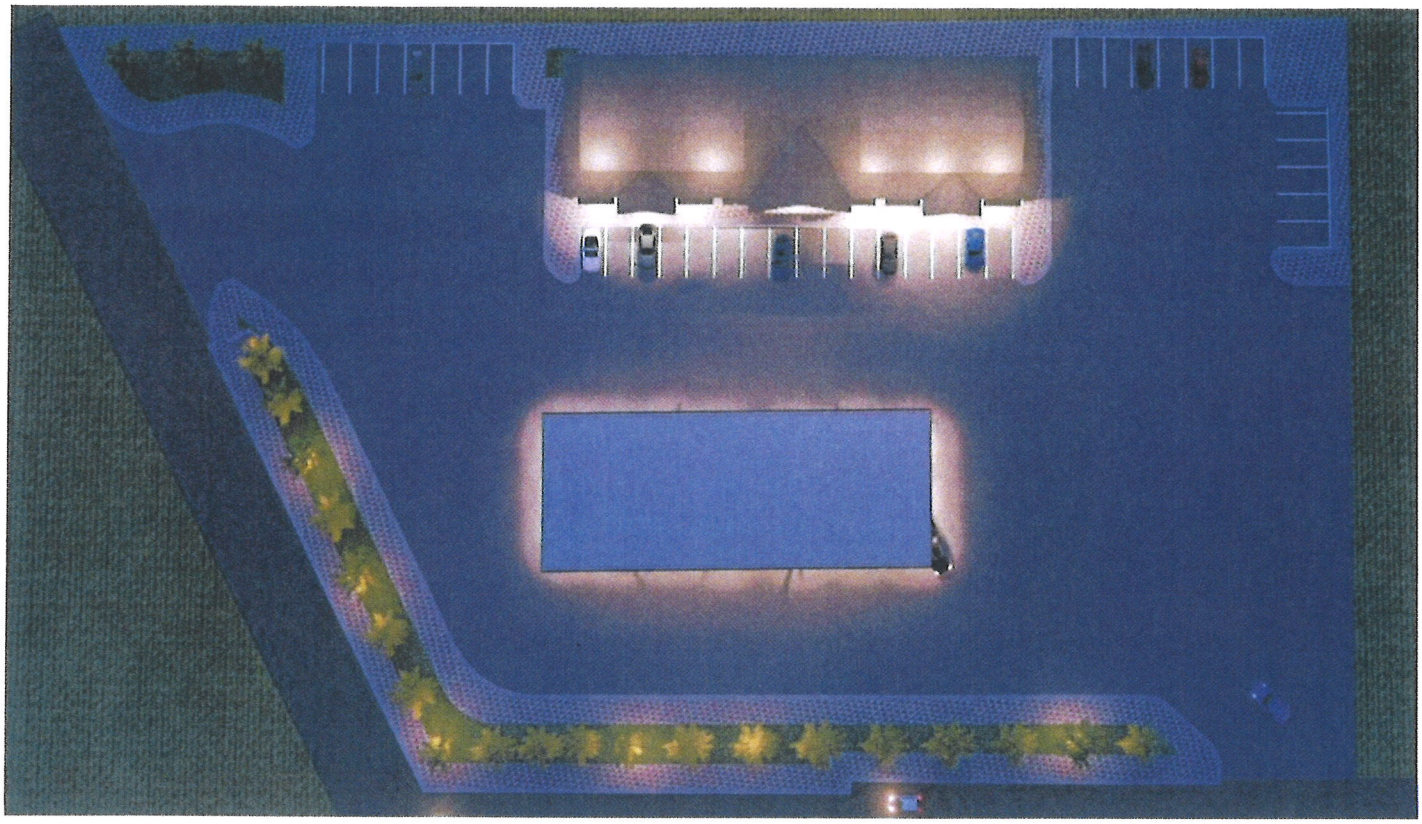


















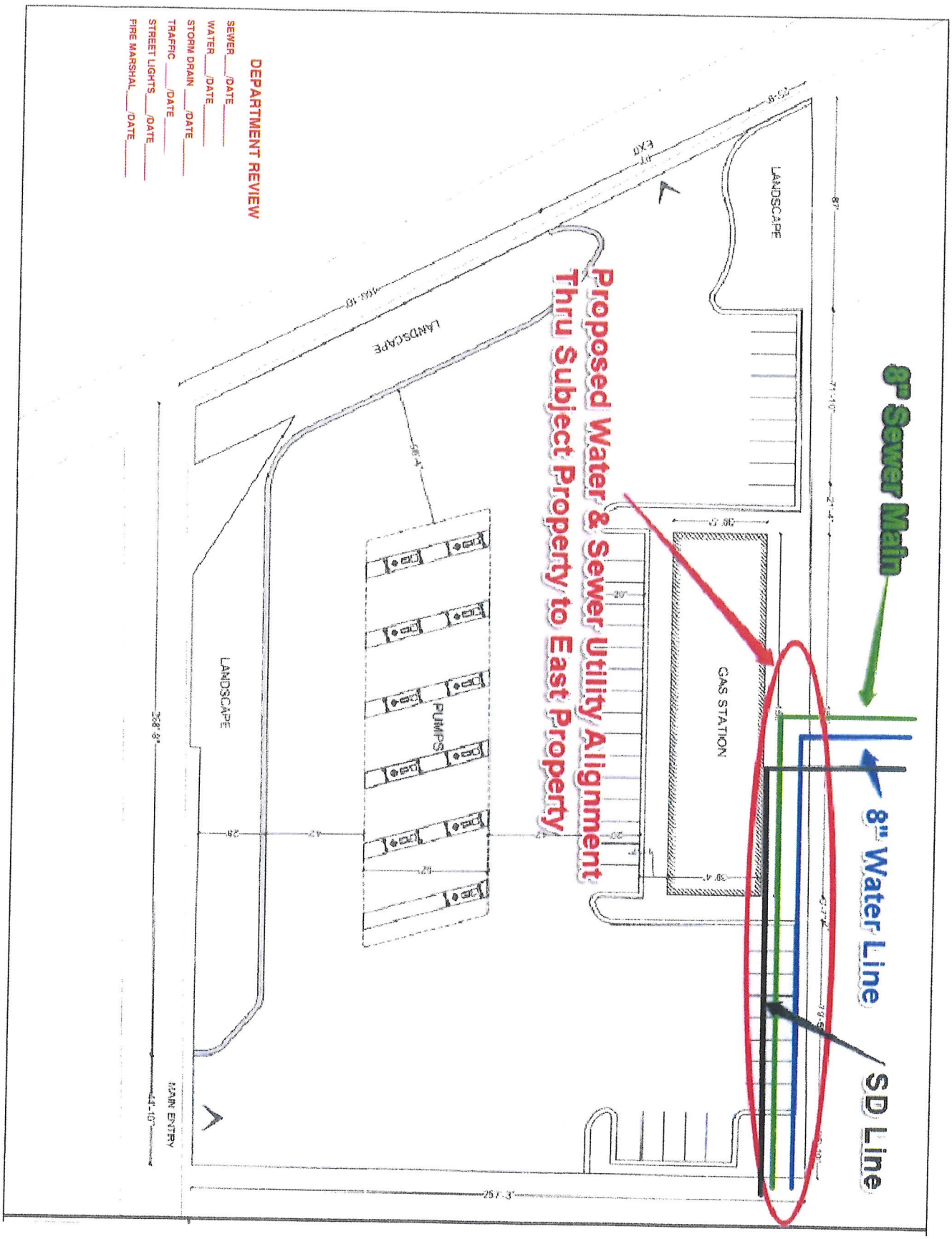

Eagle


SUBWAY




SUBWAY

Exhibit "D"


8" Sewer Main
8" Water Line
SD Line
Proposed Water & Sewer Utility Alignment
Thru Subject Property to East Property
LANDSCAPE
GAS STATION
PUMPS
MAIN ENTRY
DEPARTMENT REVIEW
SEWER ___/DATE___
WATER ___/DATE___
STORM DRAIN ___/DATE___
TRAFFIC ___/DATE___
STREET LIGHTS ___/DATE___
FIRE MARSHAL ___/DATE___

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is executed in duplicate this ____ .day of _____ 2023, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); and the following additional individuals and entities:

1. Wagstaff Investments, LLC, a Utah limited liability company, with an address of 3115 West 2100 South, West Valley City, Utah (hereinafter referred to as "Owner" or "Developer");

RECITALS

WHEREAS Wagstaff Investments, LLC, is the owner of a parcel of property consisting of approximately 1.24 acres located at approximately 1981 South and is also the owner of a parcel of property consisting of approximately 0.96 acres located at approximately 868 West 2000 South, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID# 19:036:0053 Geneva Road, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID# 19:036:0116 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Taylor Property"); and

WHEREAS the Property is currently zoned OS5; and

WHEREAS the City has approved the C2 zone in order to allow the development of a gas station on the Property as shown in the concept plan attached hereto as Exhibit "C" (the "Project"); and

WHEREAS in order to mitigate the potential negative impacts of the Project on neighboring property owners and to ensure that the development on the Property is constructed in conformance with Developer's representations, Developer, is willing to enter into this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-9-101, *et. seq.,* and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to approve this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Development in Conformance with Concept Plan.** The parties acknowledge and agree that the concept ~~plan~~plan, drawings and renderings that Developer presented to the City Council were a significant factor in the City Council's favorable consideration of Developer's request to rezone the Property to C2. The Property shall be developed in substantial conformance with the concept plan, drawings and renderings attached hereto as Exhibit "B~~C~~" including, but not limited to conformance with building location, building design, layout, lighting, landscaping, elevations and building finish materials. Exhibit "B~~C~~" is attached hereto and by reference is made a part hereof. However, notwithstanding anything herein to the contrary, only such signage as is allowed by City ordinances shall be allowed on the Property and the signage shown in the concept plan and drawings shall not be allowed unless it is otherwise permitted by City ordinances.

2. **Dimmed Lighting.** ~~In order to~~To minimize the impact of lighting on the adjoining residential properties, the lighting for the development on the Property shall be dimmed between the hours of 12:00 a.m.(midnight) and 5:00 a.m. so that only minimal security lighting is illuminated during these hours. All other lighting besides security lighting shall be dimmed to the point of zero illumination during the above hours. The impact of lighting on the Property on adjoining residential properties shall be minimized to the greatest extent possible (except for lighting essential for security). The nighttime renderings of the Project included in Exhibit "C" illustrate the nature and type of lighting that may be employed during the hours of 12:00 a.m. to 5:00 a.m.

3. **Hours of Operation.** Because of the proximity of the Property to residential uses, the hours of operation for all commercial development on the Property shall be limited to 5:00 a.m. to 12:00 a.m.(midnight). No business or other commercial activity shall take place on the Property between 12:00 a.m. to 5:00 ~~a.m~~a.m. except for the use and operation of the outside fuel pumps for which there is no restriction on hours of operation.

4. **Restriction on Fuel Pumps.** ~~In order to~~To limit ~~the~~ traffic to and from the Property (and therefore the impact on surrounding properties and streets), no more than eight (8) fuel pumps (16 fueling stations) may be located on the Property. In addition, any diesel fueling stations on the Property shall only be made available to small trucks and passenger vehicles. Diesel fueling shall not be made available to semi-trucks or other vehicles of a similar size.

~~5. Car wash will be constructed on-site with operational hours that match the times in which outdoor lighting will be dimmed (12:00a.m. (midnight) and 5:00a.m.) and will be constructed as reflected in the drawings in the attached Exhibit C. - (WE HAVE DECIDED TO ELIMINATE THE CAR WASH SINCE THAT WAS THE MAIN ISSUE PLANNING COMMISSION HAD WITH THE NEW DEVELOPMENT AGREEMENT)~~

~~6. **Easements.** Developer, shall convey to the City an easement for the construction, installation, operation, maintenance, repair and upgrade of water, sewer and storm sewer~~

~~pipes and appurtenant facilities over, under, across and through a portion of the Property in the locations shown in Exhibit "D" which is attached hereto and by reference is made a part hereof. I'LL HAVE CAMERON DUNCAN WORK ON CREATING AN EASEMENT. EXHIBIT D IS MENTIONED HERE, BUT THERE WASN'T AN EXHIBIT "D" SHOWN TOWARDS THE END OF THIS DOCUMENT~~

~~7.~~5. **Agreement Considered Mitigation of Impact.** In consideration of the covenants of Developer, set forth in this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient to satisfy the intent of the zoning approval for this Property. mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the OS5 zone to the C2 zone.

~~8.~~6. **No Limitation on Exercise of Police Power.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

~~9.~~7. **Compliance With All Applicable Laws.** Nothing in this Agreement shall be deemed to relieve any person or entity who develops the Property from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

~~10.~~8. **Agreement to be Recorded.** Upon the approval of the rezone of the Property to the C2 zone by the Orem City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

~~11.~~9. **Indemnification.** When Owner develops the Property, Owner agrees to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's (or its employees') own negligence or willful misconduct.

10. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

~~12.~~11.

~~13.~~12. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

~~14.~~13. **Time of Essence.** Time shall be of the essence of this Agreement.

~~15.~~14. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

~~16.~~15. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

~~17.~~16. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

~~18.~~17. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

~~19.~~18. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

~~20.~~19. **Electronic Transaction and Signature.** Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

~~21.~~ **No Guarantee of Rezone.** The City makes no representation that the request of

Developer to have the Property rezoned in a manner contrary to the terms and conditions of this Agreement will be approved by the Orem City Council. ~~Therefore, this Agreement shall not be binding upon Developer unless the request for a rezone of the Property to the C2 zone is approved by the Orem City Council. THE CITY ATTORNEY IS MAKING US PUT THIS BACK IN FROM THE ORIGINAL DEVELOPMENT AGREEMENT APPROVED BY THE CITY COUNCIL. APPARENETLY THE REZONE IS ONLY TIED TO THE DEVELOPMENT AGREEMENT FOR THE GAS STATION PROPOSED. IF WE DECIDED NOT TO BUILD A C-STORE AND SOMEONE ELSE WANTED TO PUT A DIFFERENT COMMERCIAL USE (BANK, DOCTOR OFFICE, STRIP CLUB, ETC..... THEN THOSE USES WOULD HAVE TO GO THROUGH A REZONE AND COULD BE DENIED.~~

20.

CITY:

City of Orem
a Utah municipal corporation

By: _____
Name: _____
Its: _____

OWNER:

WAGSTAFF INVESTMENTS, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A"

Commencing West 7.68 chains from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 2.14 chains; thence North 27°10' West 4.65 chains; thence North 89°53' East 4.26 chains; thence South 15.04 feet; thence North 89°29'20" East 12.72 feet; thence South 00°06' West 156.57 feet; thence South 59° West 14.28 feet; thence South 00°28'16" West 94.77 feet to beginning.

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A parcel of land in fee, being pa1t of an entire tract situate in the Southeast Quarter of the Southeast Quarter of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah, for the construction of a signalized intersection at State Route 114 & 2000 North Street, Provo City, known at Project No. S-0114(33)4. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southerly boundary line of said entire tract and the existing Northerly right of way line of 2000 North Street, Provo City, at a point being 68.28 feet perpendicularly distant Easterly from the control line of said project at approximate Engineer Station 150+54.71, said point also being 586.81 feet North 90°00'00" West along the South line of said Section 28 from the Southeast corner of said Section 28; and running thence along said existing Northerly right of way.line North 90°00'00" West 40.00 feet to a point in the existing Easterly right of way of State Highway 114, said point 33.00 feet perpendicular distant Easterly from the control line of said project at approximate Engineer Station 150+73.56; thence along said Easterly right of way line North 28°07'13" West 40.00 feet to a point
33.00 feet perpendicular distant Easterly from the control line of said project an approximate Engineer Station 151+13.56; thence South 59°03'36" East 68.62 feet to the point of beginning as shown on the map of said project on file in the office of the Utah Department of Transportation.
(Note: Rotate above bearings 00°27'51" clockwise to equal Highway Bearings based on the Utah State Plane Coordinate System, **NAO** 83, Central Zone).

Exhibit "B"

Exhibit B is not mentioned in the proposed agreement above.

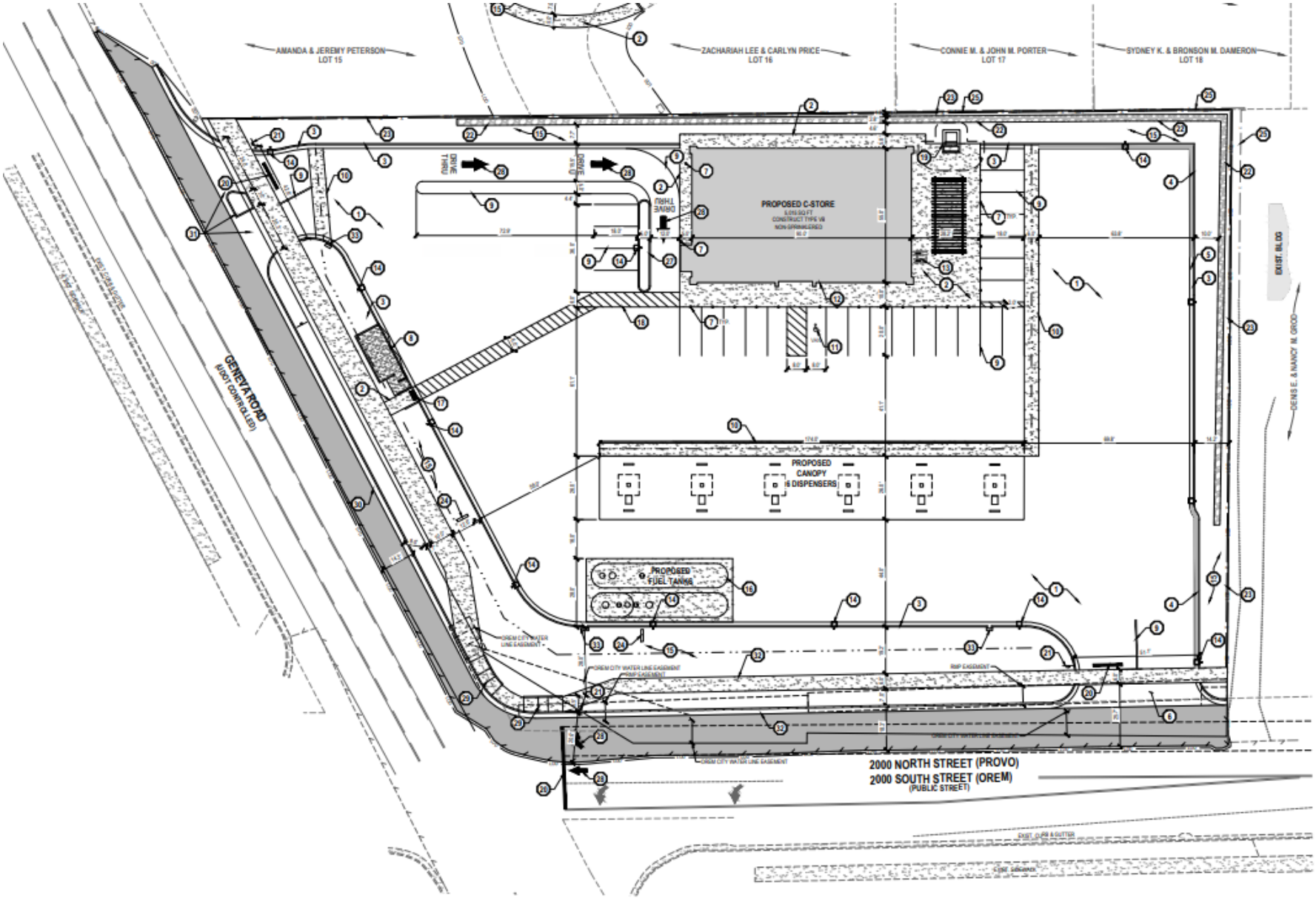
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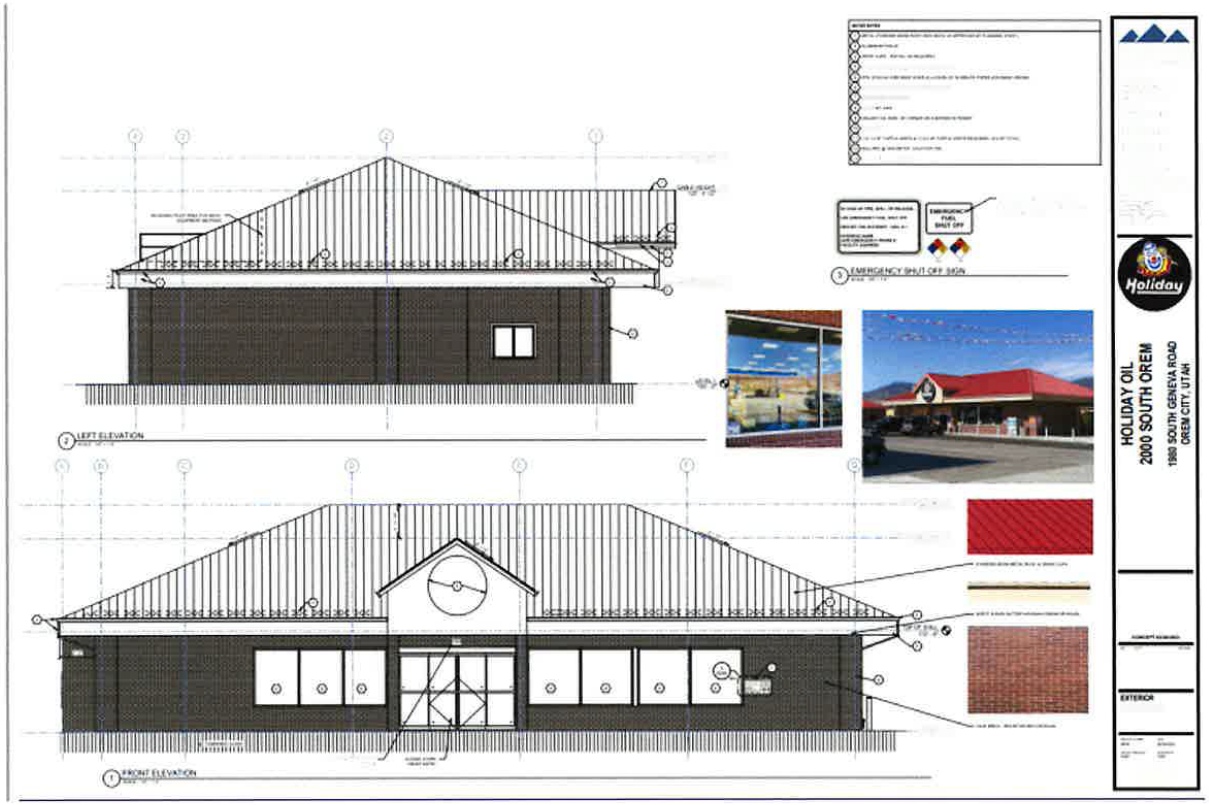
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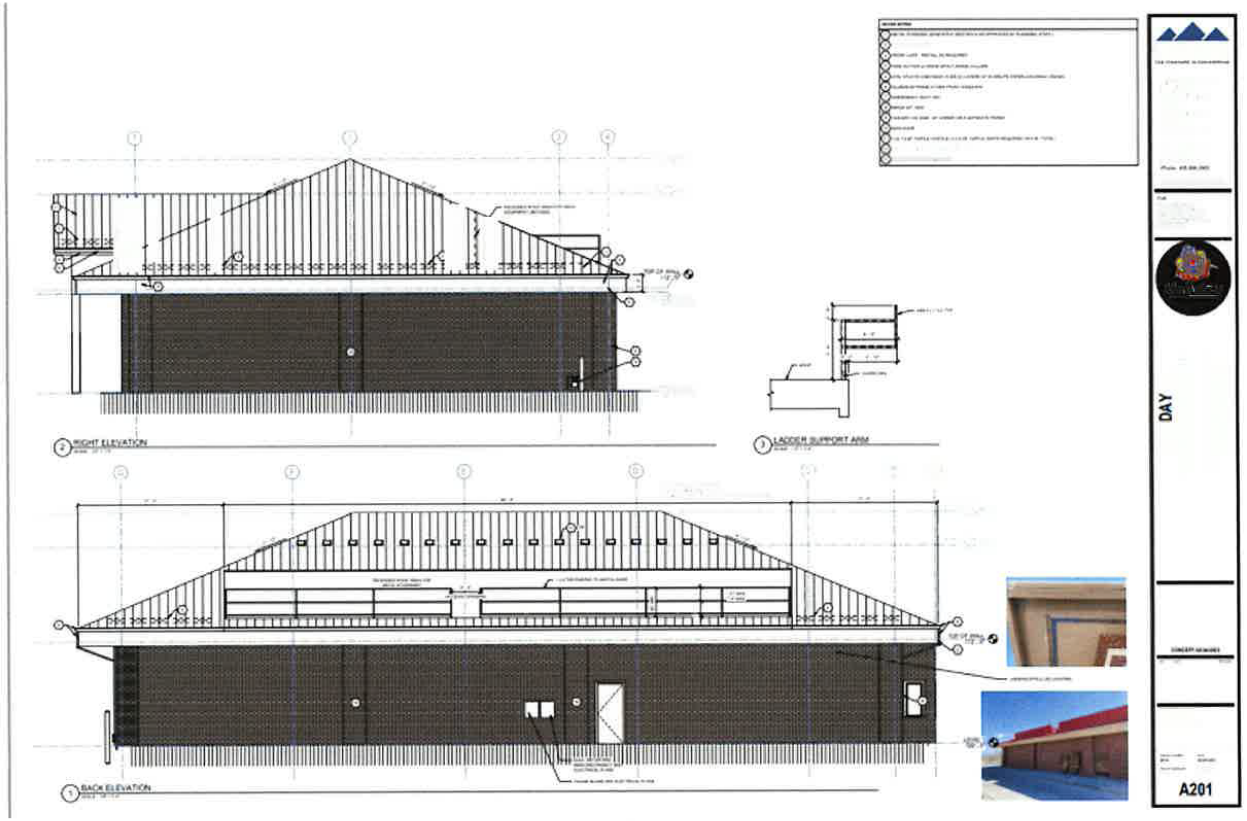
LESS AND EXCEPTING:
BEGINNING AT A POINT WHICH IS NORTH 89°31'44" WEST ALONG A SECTION LINE 506.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THE NORTH 89°31'44" WEST ALONG THE SECTION LINE 114.99 FEET TO THE EASTERLY LINE OF GENEVA ROAD; THENCE NORTH 28°25'53" WEST ALONG SAID EAST LINE OF GENEVA ROAD 285.08 FEET; THENCE NORTH 88°33'11" EAST ALONG A FENCE LINE 32.34 FEET; THENCE NORTH 89°29'20" EAST 230.89 FEET; THENCE SOUTH 0°06' WEST 156.57 FEET; THENCE SOUTH 59°00" WEST 13.50 FEET; THENCE SOUTH 0°28'16 WEST 91.00 FEET TO THE POINT OF BEGINNING.

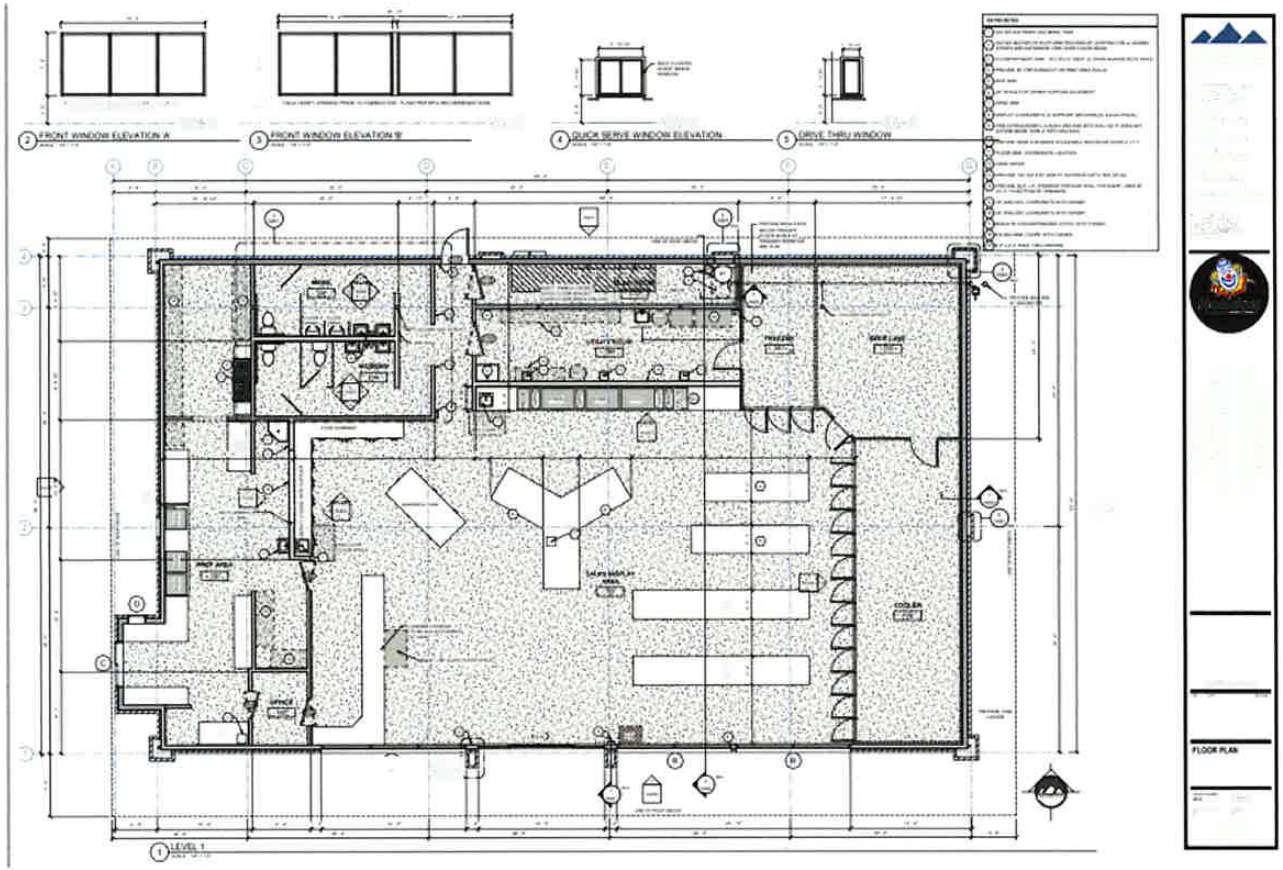
ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING NORTH OF THE LINE DESCRIBED IN THAT CERTAIN BOUNDARY FENCE LINE AGREEMENT RECORDED MARCH 22, 2002 AS ENTRY NO. 32715:2002, OF THE OFFICIAL RECORDS.

EXHIBIT "B~~C~~"


AMANDA & JEREMY PETERSON
LOT 15
ZACHARIAH LEE & CARLYN PRICE
LOT 16
CONNIE M. & JOHN M. PORTER
LOT 17
SYDNEY K. & BRONSON M. DAMERON
LOT 18
PROPOSED C-STORE
5,015 SQ FT
CONSTRUCT TYPE VB
NON-SPRINKLERED
DRIVE THRU
DRIVE THRU
PROPOSED
CANOPY
6 DISPENSERS
PROPOSED
FUEL TANKS
GENEVA ROAD
(UDOT CONTROLLED)
2000 NORTH STREET (PROVO)
2000 SOUTH STREET (OREM)
(PUBLIC STREET)
EXIST. BLDG
OREM CITY WATER LINE EASEMENT
RMP EASEMENT

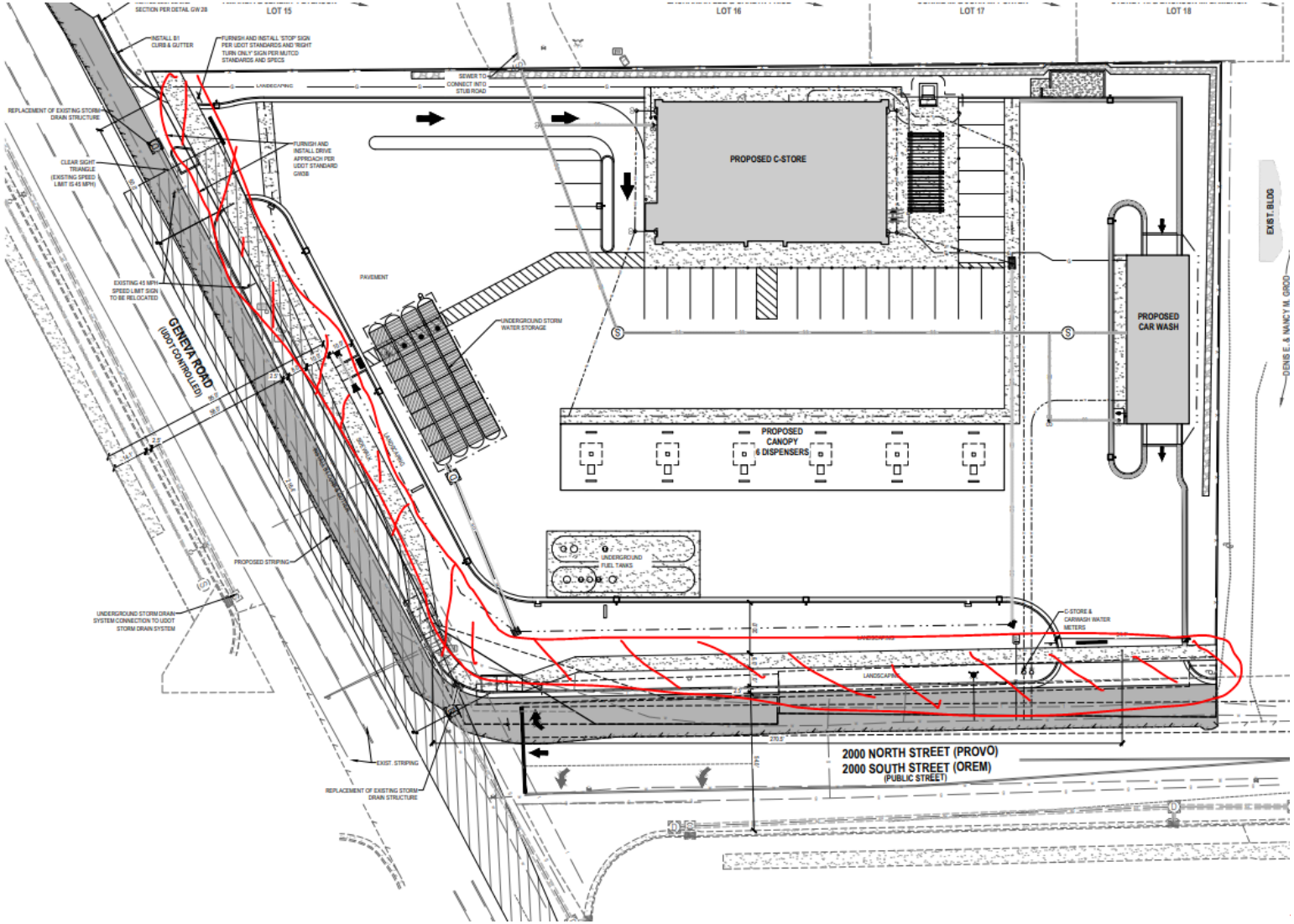

EMERGENCY FUEL SHUT OFF
3 EMERGENCY SHUT OFF SIGN
2 LEFT ELEVATION
1 FRONT ELEVATION
Holiday
HOLIDAY OIL
2000 SOUTH OREM
1980 SOUTH GENEVA ROAD
OREM CITY, UTAH
EXTERIOR


RIGHT ELEVATION
LADDER SUPPORT ARM
BACK ELEVATION
DAY
A201


2 FRONT WINDOW ELEVATION 'A'
3 FRONT WINDOW ELEVATION 'B'
4 QUICK SERVE WINDOW ELEVATION
5 DRIVE THRU WINDOW
1 LEVEL 1
FLOOR PLAN

~~EXHIBIT "CD"~~

~~Exhibit D is mentioned in our proposed agreement, but an exhibit was not included. I can have Cameron put together something like my awesome work below. I tried reaching out to Cameron and waiting for his response.~~



DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is executed in duplicate this ____ .day of _____ 2023, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); and the following additional individuals and entities:

1. Wagstaff Investments, LLC, a Utah limited liability company, with an address of 3115 West 2100 South, West Valley City, Utah (hereinafter referred to as "Owner" or "Developer");

RECITALS

WHEREAS Wagstaff Investments, LLC, is the owner of a parcel of property consisting of approximately 1.24 acres located at approximately 1981 South and is also the owner of a parcel of property consisting of approximately 0.96 acres located at approximately 868 West 2000 South, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID# 19:036:0053 Geneva Road, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID# 19:036:0116 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Taylor Property"); and

WHEREAS the Property is currently zoned OS5; and

WHEREAS the City has approved the C2 zone in order to allow the development of a gas station on the Property as shown in the concept plan attached hereto as Exhibit "B" (the "Project"); and

WHEREAS in order to mitigate the potential negative impacts of the Project on neighboring property owners and to ensure that the development on the Property is constructed in conformance with Developer's representations, Developer, is willing to enter into this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-9-101, *et. seq.,* and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to approve this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Development in Conformance with Concept Plan.** The parties acknowledge and agree that the concept plan, drawings and renderings that Developer presented to the City Council were a significant factor in the City Council's favorable consideration of Developer's request to rezone the Property to C2. The Property shall be developed in substantial conformance with the concept plan, drawings and renderings attached hereto as Exhibit "B" including, but not limited to conformance with building location, building design, layout, lighting, landscaping, elevations and building finish materials. Exhibit "B" is attached hereto and by reference is made a part hereof. However, notwithstanding anything herein to the contrary, only such signage as is allowed by City ordinances shall be allowed on the Property and the signage shown in the concept plan and drawings shall not be allowed unless it is otherwise permitted by City ordinances.

2. **Dimmed Lighting.** To minimize the impact of lighting on the adjoining residential properties, the lighting for the development on the Property shall be dimmed between the hours of 12:00 a.m.(midnight) and 5:00 a.m. so that only minimal security lighting is illuminated during these hours. All other lighting besides security lighting shall be dimmed to the point of zero illumination during the above hours. The impact of lighting on the Property on adjoining residential properties shall be minimized to the greatest extent possible (except for lighting essential for security). The nighttime renderings of the Project included in Exhibit "B" illustrate the nature and type of lighting that may be employed during the hours of 12:00 a.m. to 5:00 a.m.

3. **Hours of Operation.** Because of the proximity of the Property to residential uses, the hours of operation for all commercial development on the Property shall be limited to 5:00 a.m. to 12:00 a.m.(midnight). No business or other commercial activity shall take place on the Property between 12:00 a.m. to 5:00 a.m. except for the use and operation of the outside fuel pumps for which there is no restriction on hours of operation.

4. **Restriction on Fuel Pumps.** To limit traffic to and from the Property (and therefore the impact on surrounding properties and streets), no more than eight (8) fuel pumps (16 fueling stations) may be located on the Property. In addition, any diesel fueling stations on the Property shall only be made available to small trucks and passenger vehicles. Diesel fueling shall not be made available to semi-trucks or other vehicles of a similar size.

5. **Agreement Considered Mitigation of Impact.** In consideration of the covenants of Developer, set forth in this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient to satisfy the intent of the zoning approval for this Property. mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the OS5 zone to the C2 zone.

6. **No Limitation on Exercise of Police Power.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

7. **Compliance With All Applicable Laws.** Nothing in this Agreement shall be deemed to relieve any person or entity who develops the Property from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

8. **Agreement to be Recorded.** Upon the approval of the rezone of the Property to the C2 zone by the Orem City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

9. **Indemnification.** When Owner develops the Property, Owner agrees to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or

resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's (or its employees') own negligence or willful misconduct.

10. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

11. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

12. **Time of Essence.** Time shall be of the essence of this Agreement.

13. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

14. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

15. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

16. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

17. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

18. **Electronic Transaction and Signature.** Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

19. **No Guarantee of Rezone.** The City makes no representation that the request of Developer to have the Property rezoned in a manner contrary to the terms and conditions of this Agreement will be approved by the Orem City Council.

CITY:

City of Orem
a Utah municipal corporation

By: _____
Name: _____
Its: _____

OWNER:

WAGSTAFF INVESTMENTS, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A"

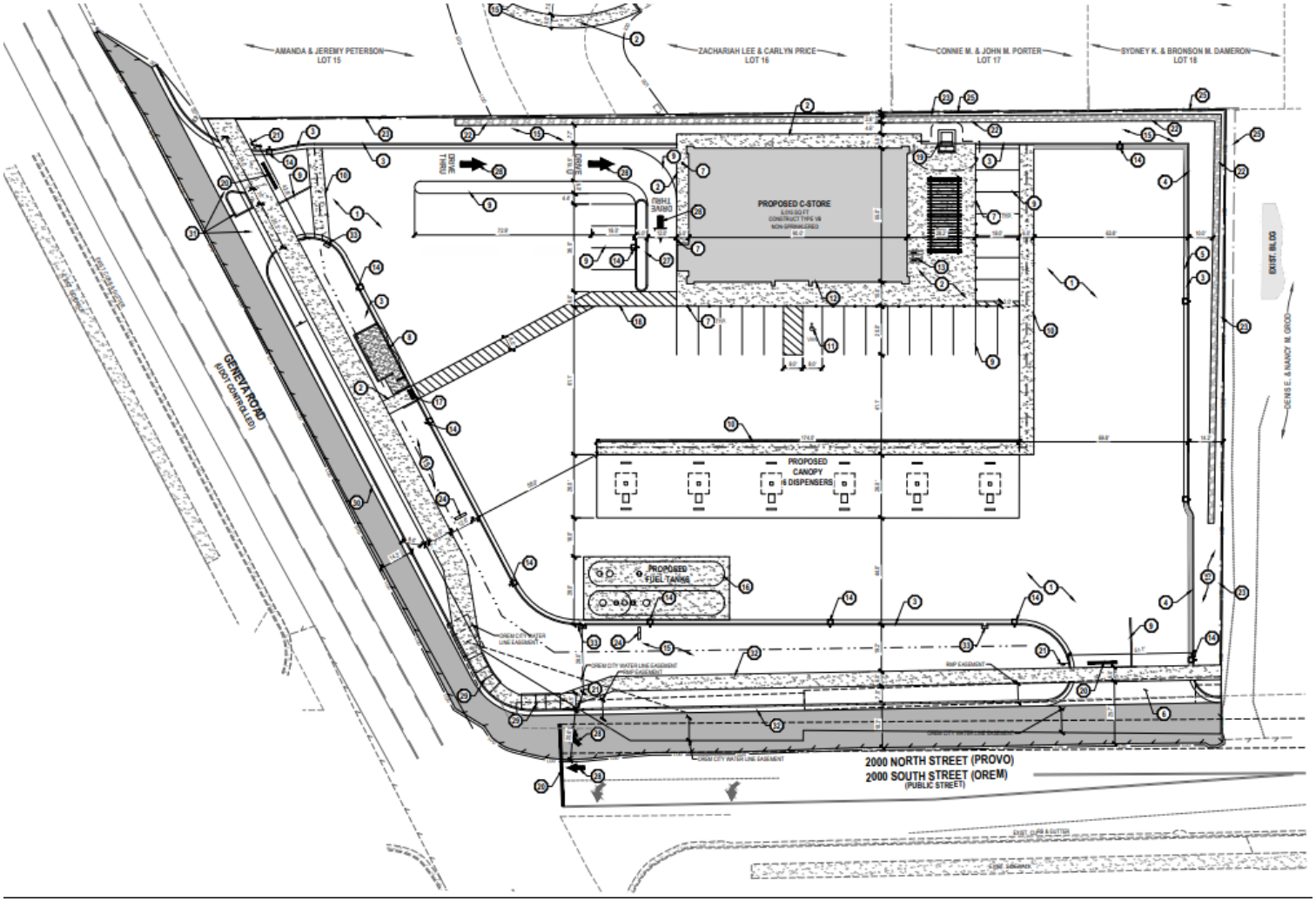
Commencing West 7.68 chains from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 2.14 chains; thence North 27°10' West 4.65 chains; thence North 89°53' East 4.26 chains; thence South 15.04 feet; thence North 89°29'20" East 12.72 feet; thence South 00°06' West 156.57 feet; thence South 59° West 14.28 feet; thence South 00°28'16" West 94.77 feet to beginning.

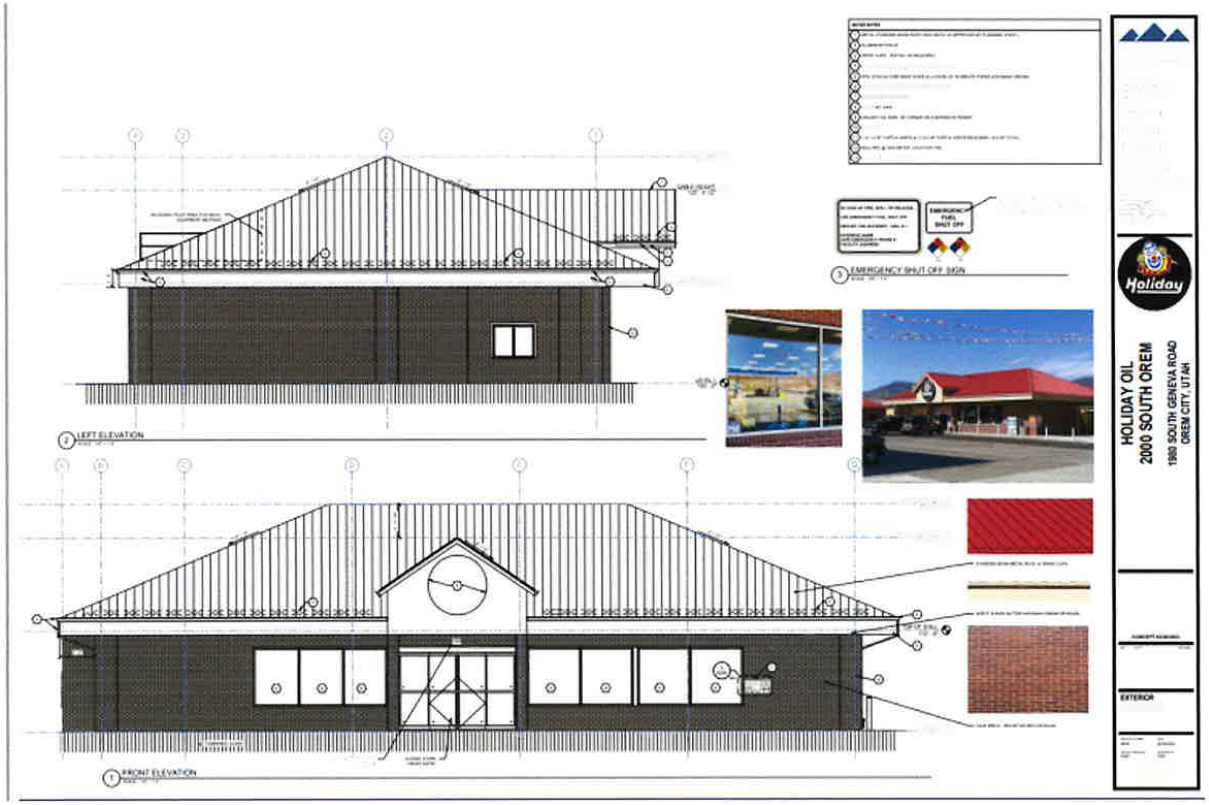
LESS AND EXCEPTING that portion conveyed by Boundary Fence Line Agreement recorded March 22, 2002 as Entry No. 32714:2002.

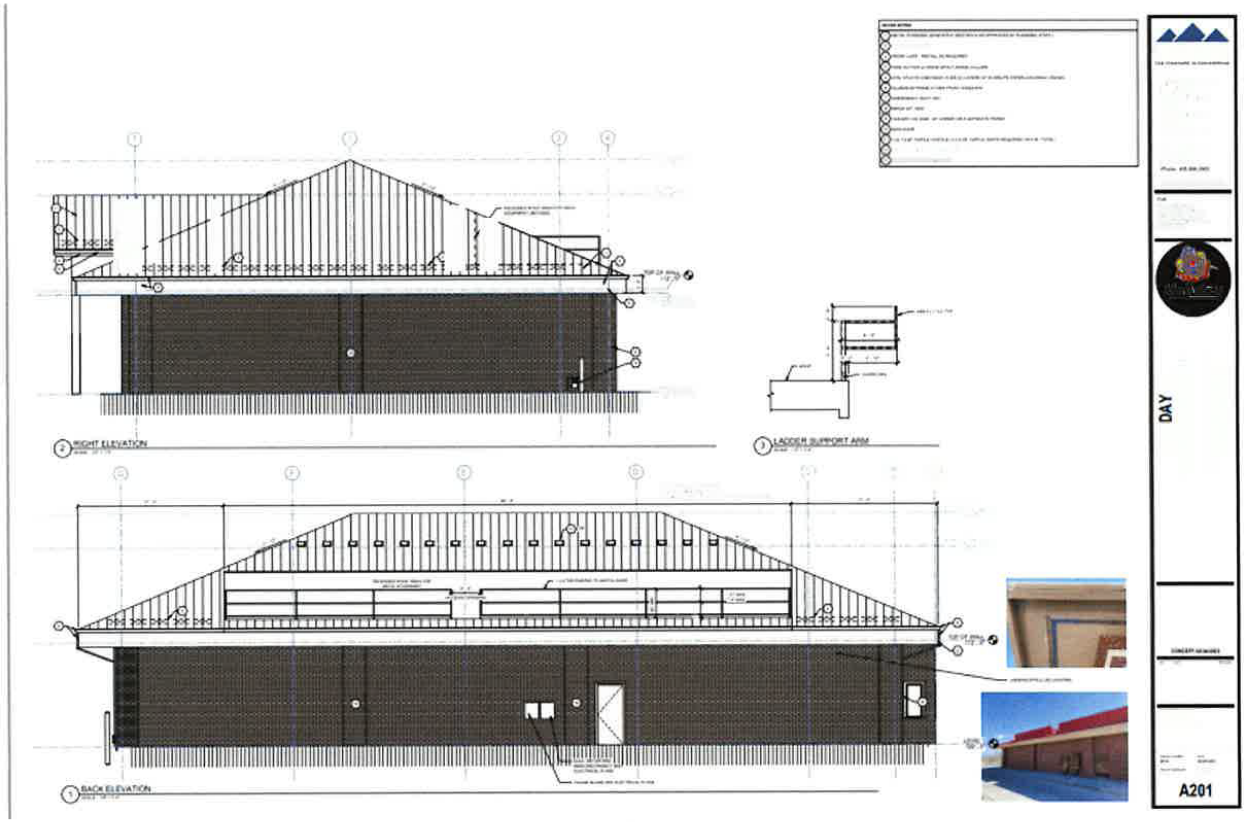
ALSO LESS AND EXCEPTING THE FOLLOWING:
A parcel of land in fee, being pa1t of an entire tract situate in the Southeast Quarter of the Southeast Quarter of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah, for the construction of a signalized intersection at State Route 114 & 2000 North Street, Provo City, known at Project No. S-0114(33)4. The boundaries of said parcel of land are described as follows:

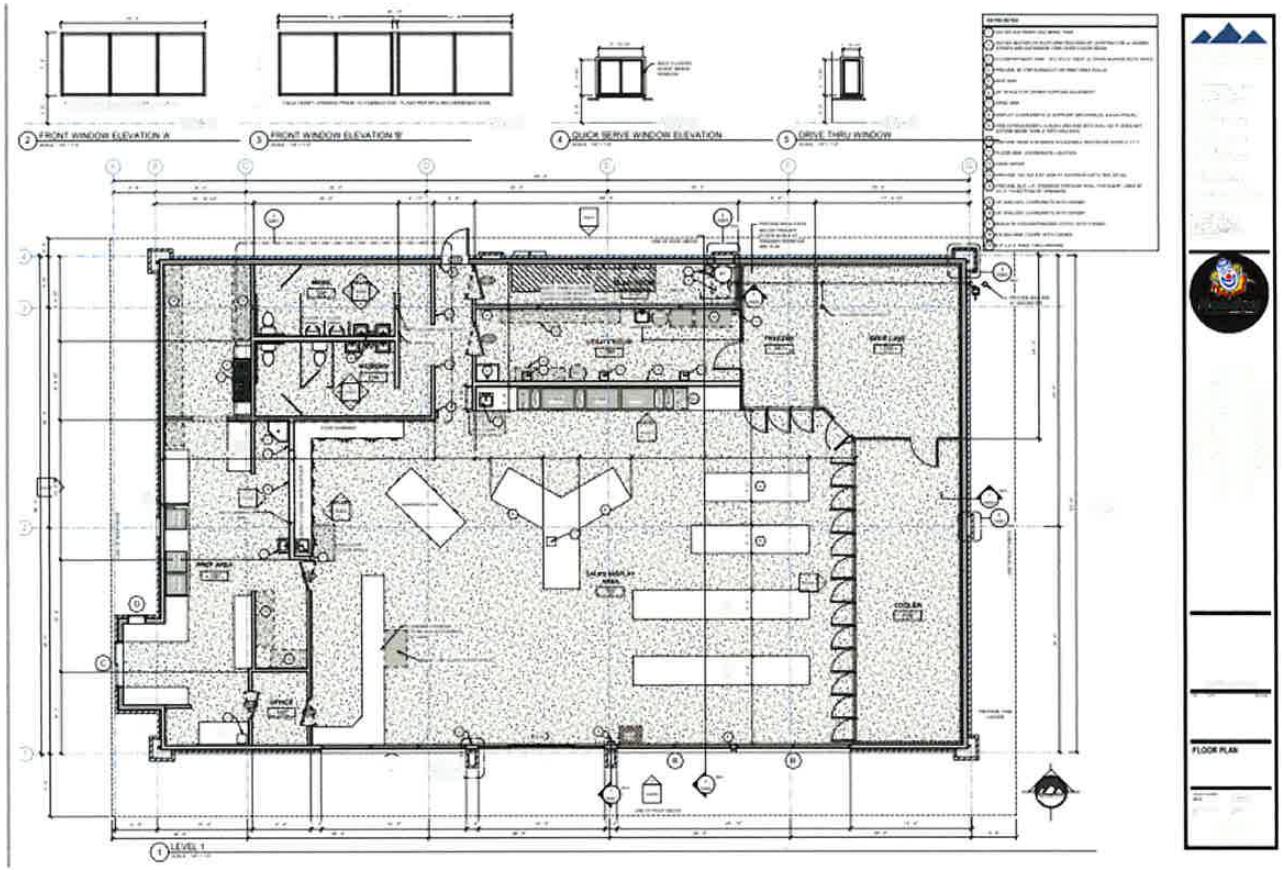
Beginning at a point in the Southerly boundary line of said entire tract and the existing Northerly right of way line of 2000 North Street, Provo City, at a point being 68.28 feet perpendicularly distant Easterly from the control line of said project at approximate Engineer Station 150+54.71, said point also being 586.81 feet North 90°00'00" West along the South line of said Section 28 from the Southeast corner of said Section 28; and running thence along said existing Northerly right of way.line North 90°00'00" West 40.00 feet to a point in the existing Easterly right of way of State Highway 114, said point 33.00 feet perpendicular distant Easterly from the control line of said project at approximate Engineer Station 150+73.56; thence along said Easterly right of way line North 28°07'13" West 40.00 feet to a point 33.00 feet perpendicular distant Easterly from the control line of said project an approximate Engineer Station 151+13.56; thence South 59°03'36" East 68.62 feet to the point of beginning as shown on the map of said project on file in the office of the Utah Department of Transportation.
(Note: Rotate above bearings 00°27'51" clockwise to equal Highway Bearings based on the Utah State Plane Coordinate System, **NAO** 83, Central Zone).

EXHIBIT "B"


AMANDA & JEREMY PETERSON
LOT 15
ZACHARIAH LEE & CARLYN PRICE
LOT 16
CONNIE M. & JOHN M. PORTER
LOT 17
SYDNEY K. & BRONSON M. DAMERON
LOT 18
PROPOSED C-STORE
PROPOSED CANOPY & DISPENSERS
PROPOSED FUEL TANKS
GENEVA ROAD
2000 NORTH STREET (PROVO)
2000 SOUTH STREET (OREM)
(PUBLIC STREET)
EXIST. BLDG


EMERGENCY SHUT OFF SIGN
LEFT ELEVATION
FRONT ELEVATION
HOLIDAY OIL
2000 SOUTH OREM
1980 SOUTH GENEVA ROAD
OREM CITY, UTAH
EXTERIOR


2 RIGHT ELEVATION
3 LADDER SUPPORT ARM
1 BACK ELEVATION
DAY
A201


2 FRONT WINDOW ELEVATION 'A'
3 FRONT WINDOW ELEVATION 'B'
4 QUICK SERVE WINDOW ELEVATION
5 DRIVE THRU WINDOW
FREEZER
SALES AREA
COOLER
1 LEVEL 1
FLOOR PLAN

Know what's below. Call before you dig.

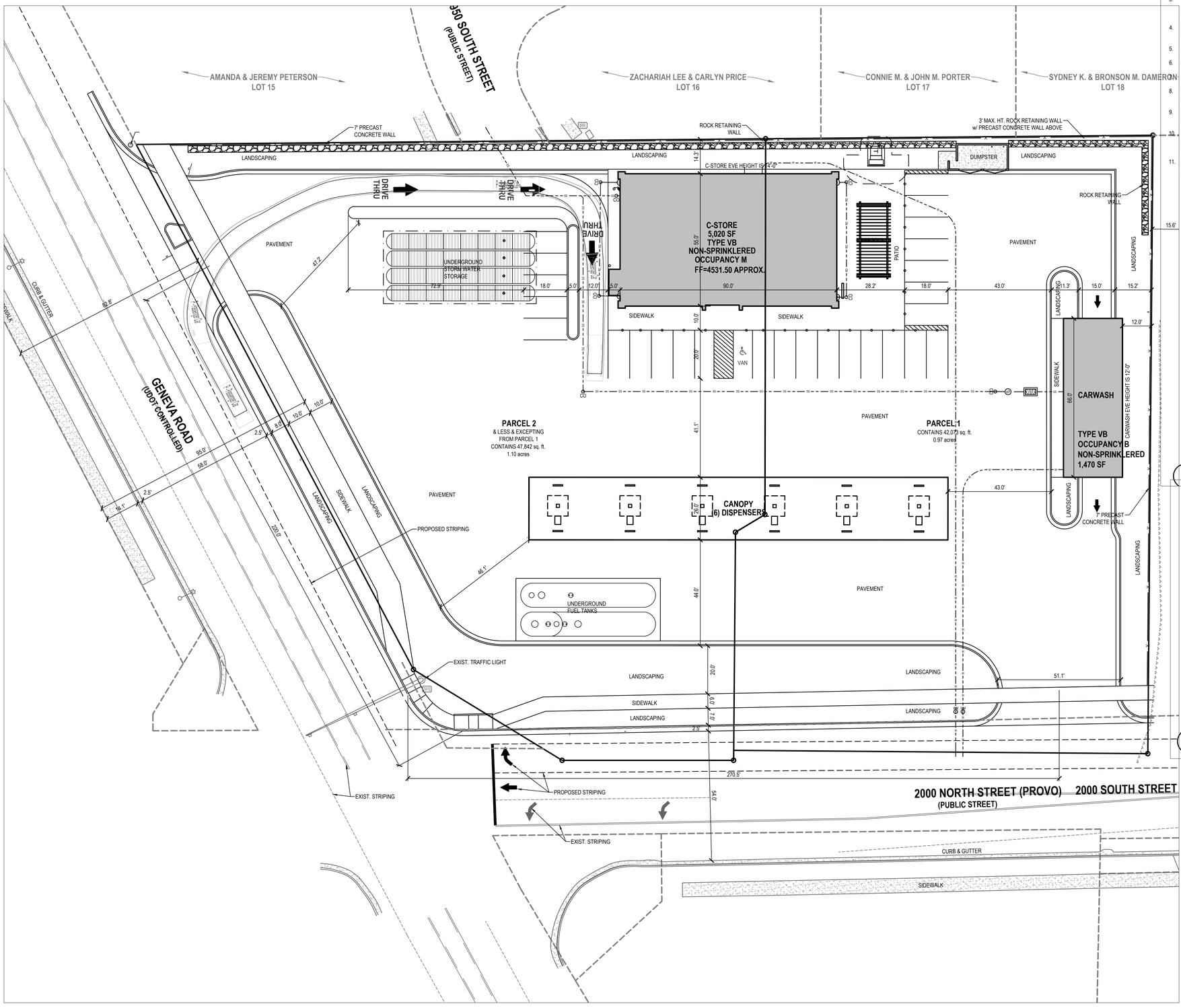
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 29
TOWNSHIP 5 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN

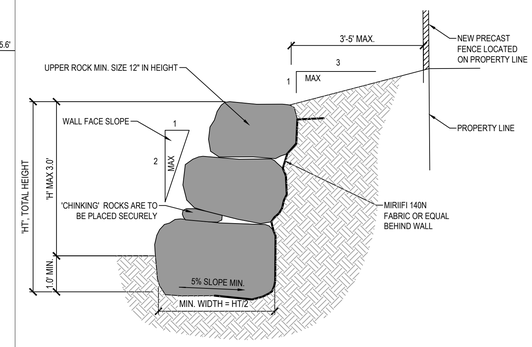
ELEVATION = 4522.10'

Concept Plan as presented at Planning Commission

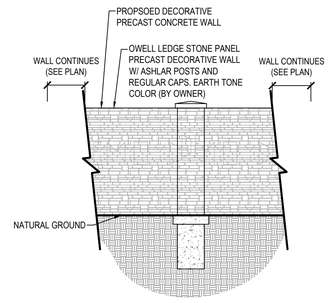


NOTES:

1. EACH ROCK IS TO BE PLACED INDIVIDUALLY OF THE SIZE AND SHAPE SPECIFIED. ENSURE THAT EACH ROCK IS SET AND SUPPORTED BY UNDERLYING MATERIALS AND ADJACENT ROCKS. REPOSITION OR REPLACE LOOSE ROCKS.
2. UPPER ROCKS ARE TO BE SUPPORTED BY (2) ROCKS IN ROW BELOW. ROCKS ARE TO BE OFFSET SO THAT VERTICAL SEAMS ARE NOT CONSTRUCTED IN WALL.
3. PLACE BASE, FACING, AND CAP ROCKS SO THAT THEIR HEIGHT DIMENSION IS NOT GREATER THAN THEIR WIDTH. THE LONGEST DIMENSION OF THE BASE, FACING, AND CAP ROCKS IS PERPENDICULAR TO THE FACE OF ROCKERY. TYPICAL BASE DIMENSION IS 1.5 x HEIGHT OF ROCK.
4. ROCKS ARE TO BE PLACED SO THAT SLOPE BACK INTO HILLSIDE AT A MIN. OF 5%. PROVIDE 'CHINKS' AS NECESSARY BETWEEN ROCKS TO SLOPE UPPER ROCKS ADEQUATELY.
5. ALL FILL TO BE COMPACTED TO 90% MAX DRY DENSITY PLACED IN 8" LIFTS.
6. STABILITY OF TEMPORARY CUT SLOPES IS THE RESPONSIBILITY OF THE CONTRACTOR.
7. DO NOT CONSTRUCT ROCK WALLS OR SLOPES EXCEEDING THE HEIGHTS SHOWN HERE WITHOUT CONSULTING WITH ENGINEER.
8. ROCKS ARE TO BE ANGULAR TO PROVIDE ADEQUATE 'FLAT SURFACE' FOR ROCK TO ROCK CONNECTION. ROUND SHAPED ROCKS ARE NOT ACCEPTABLE.
9. ROCKS ARE TO QUARRIED BY NON-EXPLOSIVE METHODS. ROCKS QUARRIED BY BLASTING METHODS ARE PRONE TO CRACKING AND ARE NOT ACCEPTABLE.
10. MAINTENANCE OF ROCK-PROTECTED SLOPES WILL BE REQUIRED AS THE ROCKS SETTLE AND MOVE OVER TIME. LOCALIZED AREAS OF ROCK-PROTECTED SLOPE MAY NEED ADJUSTMENTS TO IMPROVE ROCK INTERLOCKING OVER TIME. ADEQUATE BACKFILL OR ROCK TO ROCK CONTACT SHOULD BE MAINTAINED TO PREVENT SIGNIFICANT MOVEMENT OF THE TOP ROW OF ROCKS.
11. CARE SHOULD BE TAKEN NOT TO OVER WATER THE SOIL LOCATED ABOVE AND BEHIND THE ROCK-PROTECTED SLOPES. OVER WATERING WILL LIKELY RESULT IN SOIL ERODING THROUGH THE JOINTS BETWEEN THE ROCKS. GOOD SURFACE DRAINAGE SHOULD BE PROVIDED UPSLOPE OF THE ROCK-PROTECTED SLOPES TO DIRECT RUNOFF AWAY FROM THE ROCK PROTECTED SLOPES.



1 ROCK RETAINING WALL
SCALE: NONE



1 DECORATIVE PRECAST CONCRETE FENCE - ELEVATION
SCALE: NONE

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40
(IN FEET)
HORZ: 1 inch = 20 ft.

PARKING DATA TABLE	
REQUIRED PARKING STALLS	6
STANDARD STALLS	25
HANDICAP-ACCESSIBLE STALLS	2
TOTAL STALLS PROVIDED	27
REQUIRED BICYCLE STALLS	3
BICYCLE STALLS PROVIDED	3

SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	51,877	58%
SIDEWALK	3,710	4%
C-STORE	5,020	6%
CARWASH	1,618	2%
CANOPY	4,524	5%
LANDSCAPING	23,166	25%
TOTAL SITE	89,915 2.06 ACRES	100%

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH
CONTACT:
SCOTT WAGSTAFF
PHONE: (801) 631-3434

OREM
HOLIDAY OIL
2000 SOUTH GENEVA ROAD
OREM CITY, UTAH

CONCEPT PLAN

SITE PLAN

PROJECT NUMBER 12089A
PRINT DATE
DRAWN BY C. Duncan
CHECKED BY Q. Elder
PROJECT MANAGER C. Duncan

C100

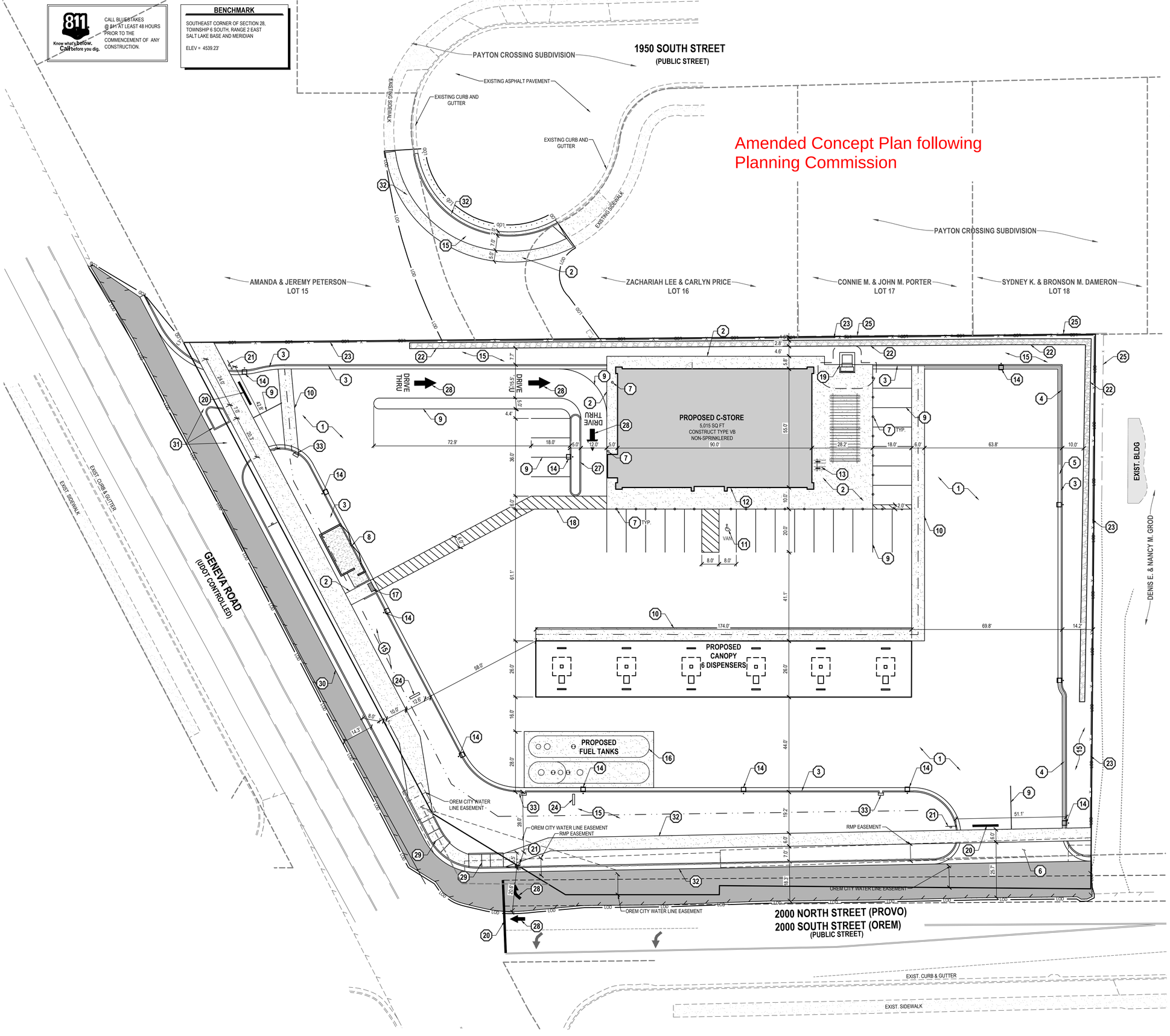
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN

ELEV = 4539.23'



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. CONCRETE PAVEMENT: 6" THICK CONCRETE WITH 5" UNTREATED BASE COURSE PER GEOTECHNICAL REPORT AND DETAIL 1/C600.
2. 4" THICK CONCRETE PATIO/SIDEWALK WITH 4" UNTREATED BASE COURSE PER GEOTECHNICAL REPORT.
3. 24" COLLECTION CURB AND GUTTER PER DETAIL 2/C600.
4. 24" REVERSE PAN CURB AND GUTTER PER DETAIL 3/C600.
5. TRANSITION BETWEEN COLLECTION CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
6. DRIVE APPROACH PER OREM CITY STANDARD DRAWING RW-5. SEE SHEET C601.
7. 6" BOLLARD PER DETAIL 8/C600.
8. DOUBLE TRASH ENCLOSURE PER DETAILS 5/C-500, 7/C600. MUST MEET OREM STANDARDS AS MINIMUM.
9. 4" WIDE SOLID SINGLE WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
10. 6' WATERWAY PER APWA STANDARD PLAN NO. 211 AND SPECIFICATIONS.
11. PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
12. "HANDICAP PARKING" SIGN PER M.U.T.C.D. STANDARD PLANS INSTALLED ON BUILDING. SEE DETAIL 4/C600. NORTH HANDICAP PARKING STALL TO BE DESIGNATED "VAN ACCESSIBLE" ON SIGN.
13. BICYCLE RACK (5% OF REQUIRED CAR STALLS)
14. 16' TALL LIGHT POLE, SEE PHOTOMETRIC PLAN
15. NEW LANDSCAPING. SEE LANDSCAPE PLANS.
16. FUEL TANKS. SEE TANK DRAWINGS.
17. ADA RAMP ASSEMBLY PER APWA STANDARD PLAN NO. 235 AND SPECIFICATIONS.
18. 6' WIDE CROSSWALK MARKING PER M.U.T.C.D STANDARDS.
19. S.A.D.S M.P. ELECTRICAL TRANSFORMER. LAYOUT SHOWN IS SCHEMATIC IN NATURE AND MAY VARY IN THE FIELD. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
20. 12" WIDE SOLID WHITE STOP BAR PER M.U.T.C.D. STANDARD PLANS.
21. STOP SIGN PER M.U.T.C.D STANDARDS.
22. ROCK RETAINING WALL PER DETAIL 15/C600. SEE GRADING PLAN FOR ELEVATION INFORMATION.
23. 7' TALL PRECAST CONCRETE FENCE LOCATED BEHIND ROCK RETAINING WALL. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
24. MONUMENT SIGN. SEPARATE SIGN PERMIT.
25. EXISTING FENCE.
26. INSTALL NEW OREM STANDARD STREET LIGHT
27. 6" TYPE "P" CURB WALL PER APWA STANDARD PLAN NO. 209.
28. PAINTED LANE USE ARROWS PER M.U.T.C.D STANDARDS.
29. GENERAL PEDESTRIAN ACCESS RAMP PER UDOT STANDARD PA 1.
30. INSTALL TYPE B1 CURB AND GUTTER PER UDOT STANDARDS.
31. CONCRETE DRIVEWAY, MODIFIED PORKCHOP AND SIDEWALK PER UDOT STANDARD DRAWING GW-3B AND UDOT SPECIFICATIONS.
32. 24" CONCRETE CURB, GUTTER AND SIDEWALK PER OREM CITY STANDARD DRAWINGS RW-1 AND RW-04.
33. CURB CUT PER DETAIL 1/C604.

SITE SUMMARY TABLE

ITEM	AREA	CALCULATION
TOTAL GROSS ACREAGE (ACRES)	2.064	100%
STREET RIGHT OF WAYS (SQ. FT.)	NA	NA
TOTAL BUILDING FOOTPRINT (SQ. FT.)	6,636	7.5%
C-STORE BUILDING FOOTPRINT (SQ. FT.)	5,015	
CAR WASH BUILDING FOOTPRINT	1,621	
LANDSCAPING (SQ. FT.)	14,752	16%
REQUIRED NUMBER OF PARKING SPACES	-	-
ACTUAL NUMBER OF PARKING SPACES	38	100%
STANDARD STALLS	25	66%
PUMP STALLS	12	31%
HANDICAP-ACCESSIBLE STALLS	1	3%
REQUIRED NUMBER OF BIKE STALLS	3	100%

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

NORTH

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH

CONTACT:
SCOTT WAGSTAFF
PHONE: (801) 631-3434

Holiday

OREM
HOLIDAY OIL #1
2000 SOUTH GENEVA ROAD
OREM, UTAH

SITE PLAN

PROJECT NUMBER 12089
PRINT DATE 2023-07-18
PROJECT MANAGER CD
DESIGNED BY MB

C200

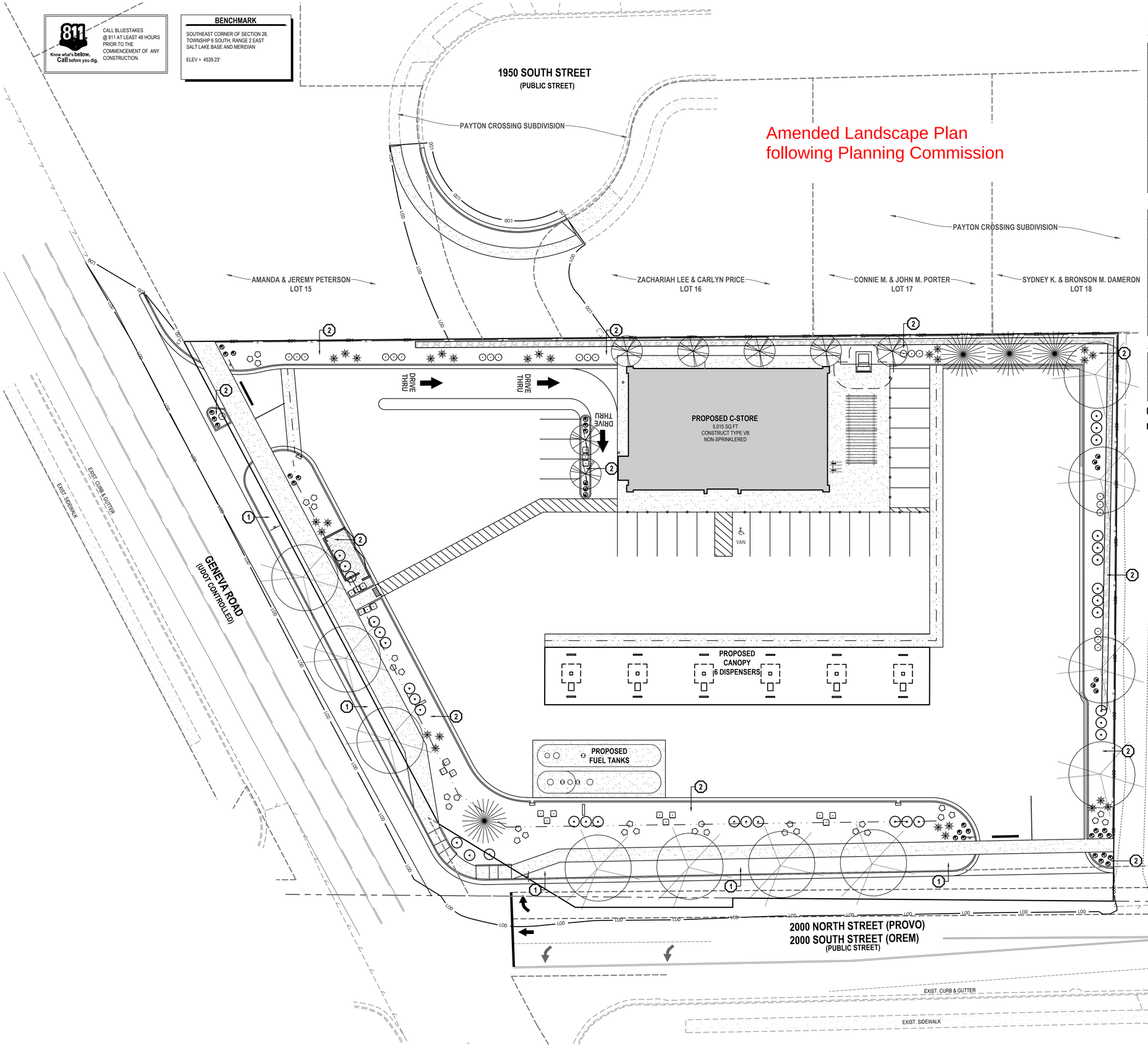
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN

ELEV = 4539.23'



Landscape

Trees

Qty	Symbol	Common Name	Botanical Name	Plant Size
4		Norway Spruce	Picea abies	6' Min.
7		Columnar Norway Maple	Acer platanoides 'Columnare'	2" Cal.
11		Eastern Redbud	Cercis canadensis	2" Cal.

Shrubs

Qty	Symbol	Common Name	Botanical Name	Plant Size
22		Barberry, 'Crimson Pygmy'	Berberis thunbergii atropurpurea nana	5 Gallon
21		Boxwood, Littleleaf	Buxus microphylla	5 Gallon
33		Cinquefoil	Potentilla fruticosa 'Abbotswood'	5 Gallon
33		Winged Euonymus	Euonymus alatus 'Grove's Compactus'	5 Gallon
27		Pine, Mugo	Pinus mugo 'Compacta'	5 Gallon
36		Fountain Grass	Pennisetum setaceum	1 Gallon

Annuals-Perennials

Qty	Symbol	Common Name	Botanical Name	Plant Size
9		Daylily	Hemerocallis	1 Gallon
21		Black-Eyed Susan	Rudbeckia hirta	1 Gallon

1. Install sod
2. In all planter bed areas, install 4" deep 2"-3" dia. Nephi Rock & Gravel color 'Southtown' or equiv. decorative rock over weed barrier, typ.

SITE SUMMARY TABLE		
ITEM	AREA	CALCULATION
TOTAL GROSS ACREAGE (ACRES)	2.064	100%
STREET RIGHT OF WAYS (SQ. FT.)	NA	NA
TOTAL BUILDING FOOTPRINT (SQ. FT.)	6,636	7.5%
C-STORE BUILDING FOOTPRINT (SQ. FT.)	5,015	
CAR WASH BUILDING FOOTPRINT	1,621	
LANDSCAPING (SQ. FT.)	14,752	16%
REQUIRED NUMBER OF PARKING SPACES	-	-
ACTUAL NUMBER OF PARKING SPACES	38	100%
STANDARD STALLS	25	66%
PUMP STALLS	12	31%
HANDICAP-ACCESSIBLE STALLS	1	3%
REQUIRED NUMBER OF BIKE STALLS	3	100%

HORIZONTAL GRAPHIC SCALE

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(IN FEET)
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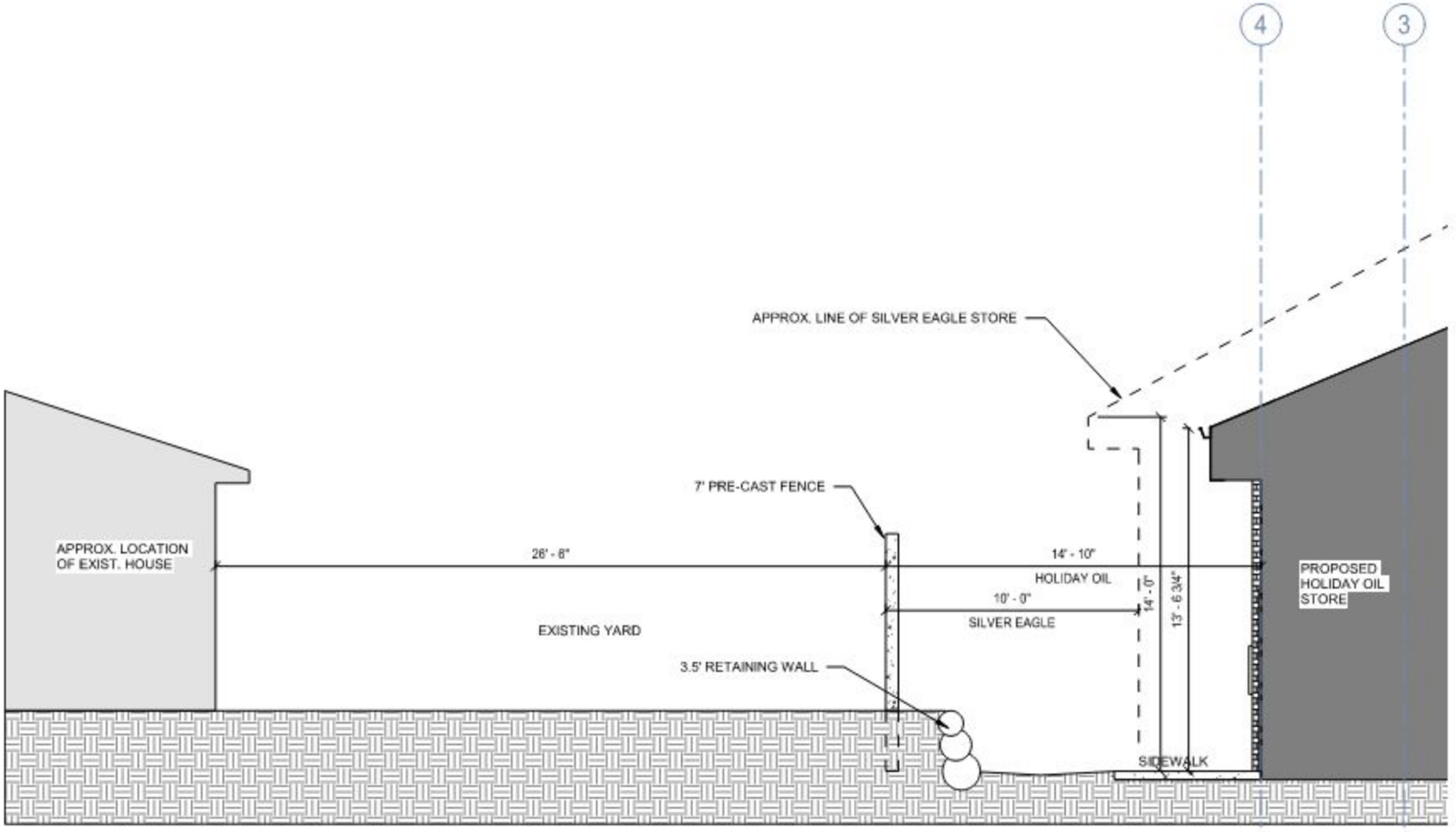
Holiday

OREM
HOLIDAY OIL
2000 SOUTH GENEVA ROAD
OREM, UTAH

LANDSCAPE PLAN

PROJECT NUMBER 12089
PRINT DATE 2023-07-18
PROJECT MANAGER CD
DESIGNED BY MB

L100



7 NORTH CROSS SECTION - SITE

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BENCHMARK

SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN

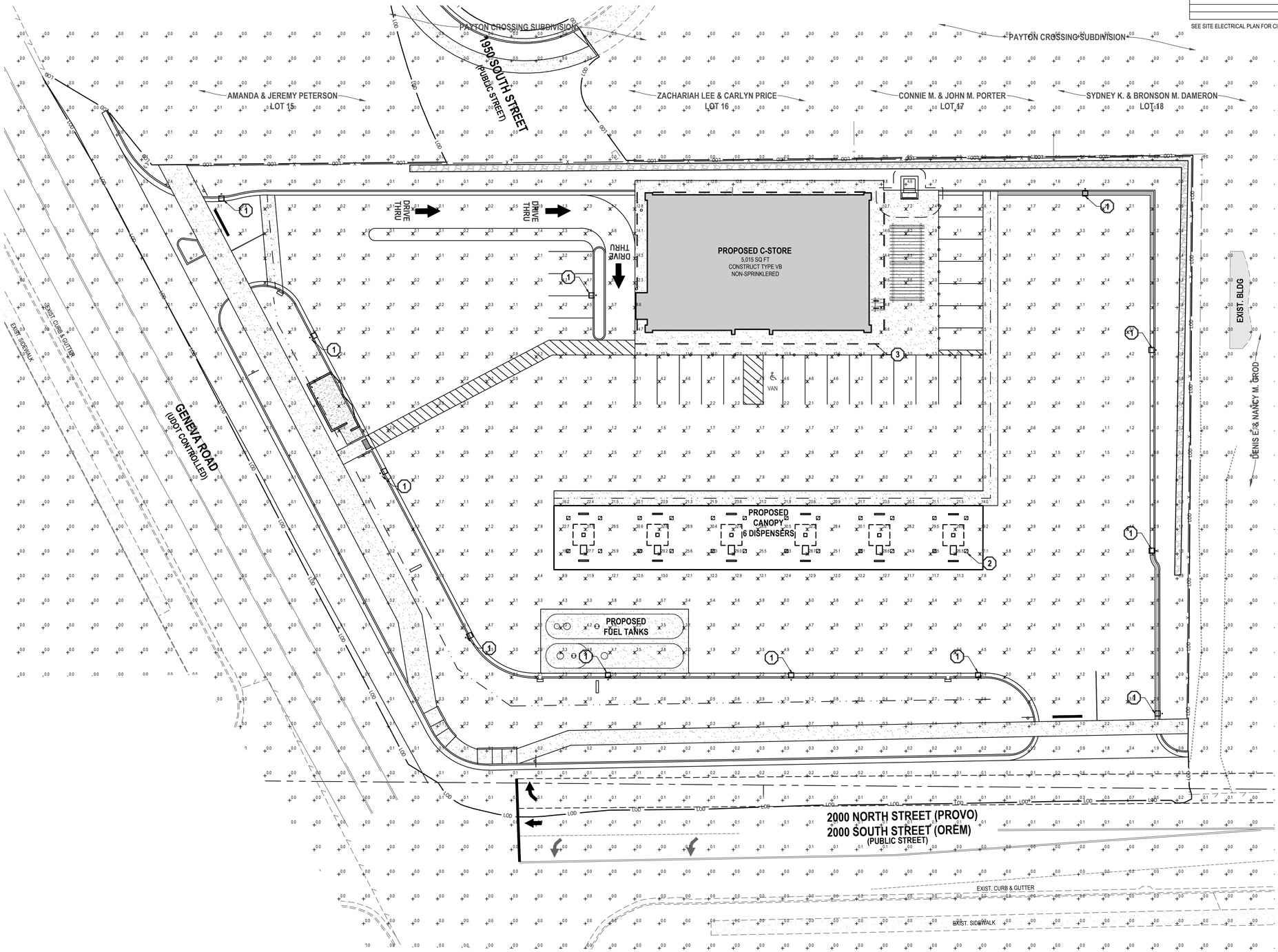
ELEV = 4539.23'

PARKING CALCULATION SUMMARY (TOTAL):

AVERAGE: 5.1 FC
MAX.: 32.2 FC
MIN.: 0.1 FC
MAX./MIN.: 326:1
AVE./MIN.: 51:1
MAX. MOUNTING HEIGHT 16'
FULL CUTOFF LIGHT POLE FIXTURE AS REQUIRED
ALL LIGHT FIXTURES SHALL BE DARK SKY COMPLIANT

TYPE	MOUNTING	LAMPS	DESCRIPTION
1	16' POLE	LED	CUTOFF LIGHT FIXTURE TYPE 4
2	CANOPY	LED	CUTOFF
3	SURFACE	LED	SURFACE

SEE SITE ELECTRICAL PLAN FOR CIRCUITING AND FIXTURE TYPES



HORIZONTAL GRAPHIC SCALE

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WEST VALLEY CITY, UTAH

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SCOTT WAGSTAFF
PHONE: (801) 631-3434

Holiday

OREM
HOLIDAY OIL
2000 SOUTH GENEVA ROAD
OREM, UTAH

PHOTOMETRIC PLAN

PROJECT NUMBER 12089
PRINT DATE 2023-07-18
PROJECT MANAGER CD
DESIGNED BY MB

PH100

Mr. Low asked Ms. Vargas to introduce **Agenda Item 3.3: (click here for recording)**

PUBLIC HEARING – Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

Staff Presentation:



In December of 2020 this property was rezoned to the C2 zone and a development agreement was approved in conjunction with that rezone. This development agreement limited the uses which could be built on this property to a gas station with a convenience store. The agreement also limited the building materials and architectural style of the building as well as the allowed operating hours for the convenience store.

The applicant is requesting to amend the development agreement from December 2020 to allow a carwash to be built on the site along with the gas station and convenience store. The amended agreement adds the option of the drive-thru at the convenience store. The proposed amended agreement also changes the materials and architectural style of the buildings on the site.

The proposed changes to the development agreement do not alter the allowed hours of operation of 5am to midnight, and the proposed carwash would also be held to these hours of operation. These are consistent with the times when the lights would be required to be dimmed on the site.

Recommendation:

Staff recommends the Planning Commission consider a recommendation to the City Council to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

Mr. Low asked the Planning Commission members if they had any questions for Ms. Vargas.

Mr. Carpenter asked if they could recommend some elements while not recommending other. Ms. Vargas and Mr. Earl addressed that each element of the agreement can be separated out.

Ms. Kleinlein presented a concern regarding the bright coloring of the proposed façade changes.

Mr. Low asked the applicant to come forward.

Mr. Low asked if any Planning Commission members had questions for the applicant.

Brent Neel came forward. The drive-thru would not be a separate business, it would be part of the Holiday Oil business.

Mr. Low asked if they have already purchased the property. Mr. Neel let them know that they have purchased the property already.

Mr. Carpenter asked if they will maintain the same landscaping. Mr. Neel addressed that they have some preliminary plans for the landscaping, but have not fully designed a landscape plan for this site yet.

Mr. Hawkes asked if the proposed architectural features are on all of the stores. Mr. Neel addressed that this is the current standard for the store.

Mr. Hawkes asked about the drive-thru. Mr. Neel addressed that having the drive-thru is a newer concept.

Mr. Hawkes asked about how many stores currently have carwashes. Mr. Neel stated that about 70% of stores have a carwash.

Ms. Kleinlein asked about the placement of the dumpster. Mr. Neel stated that they are willing to work with the city during site plan approval to move the location of the dumpster. Mr. Bench verified that the city could work with Holiday Oil as far as the location of the dumpster.

Mr. Low asked what the plan was if the requested changes were denied by the City Council. Mr. Neel stated that they would need to redesign or sell the property at that point.

Mr. Hawkes asked how the size of this site compares to other Holiday Oil sites. Mr. Neel stated that most sites are about the same size as this property, approximately 2 acres.

Ms. Kleinlein asked about the lighting of the site, particularly within the drive-thru. Mr. Neel stated that they would dim lighting to help reduce the lighting which would spill onto the neighboring properties.

Mr. Hawkes asked how much business happens after hours. Mr. Neel addressed the hours which they have proposed for the store operation would be the same for the carwash.

Mr. Low opened the public hearing.

Hunter Kimball came forward as a Provo resident who lives half a mile away from the site. Mr. Kimball expressed concerns about the gas station being located in a residential area, and is opposed to the gas station going on the site. Mr. Kimball expressed that his biggest concern is the environmental impact from the site.

John Porter came forward who lives directly north of the site. Mr. Porter expressed concern about the noise and fumes from cars in the drive-thru window. Mr. Porter expressed concerns about the carwash, and that it is too major of the change to the development agreement at this stage. Mr. Porter expressed concern about the noise and odor, and potential unwanted activities which come with the dumpster. Suggested placing the dumpster in the southwest corner of the lot.

Linda Brown came forward who lives on 2000 South. Ms. Brown mentioned that the neighborhood meeting was held outside in February. Ms. Brown stated that there are already many other gas stations and car washes nearby, negating the need of a gas station at this location. Ms. Brown stated that they have already addressed the light pollution concerns she has.

Sydney Dameron came forward who lives directly north of the proposed site. Ms. Dameron expressed concerns regarding that dimmed lights increase crime, and bright lights mean dealing with light. Ms. Dameron expressed concerns about the location in proximity to the Autism Academy. Ms. Dameron expressed concern that C2 zoning is the only zone which allows for a gas station to be this close to residential properties. Ms. Dameron requested that the Planning Commission help to make the best of the situation by giving a negative recommendation.

Zach Price came forward who lives directly north of the site. Mr. Price expressed concern that those using the gas station would be able to see into their yard due to the elevation change. Mr. Price expressed that his greatest concern surrounds safety for the kids in the neighborhood.

Don Bahr came forward as a nearby Provo resident. Mr. Bahr expressed that he would not have the gas station located there. Mr. Bahr expressed that he was grateful he was notified of this meeting.

Alan Moose came forward. Mr. Moose expressed that they did not know that this was being rezoned, and understands that likely is under buyer beware. However, that most people do not research this kind of thing when finding a home in the area they wish to live in. Mr. Moose requested that the project not move forward.

Casey Backus came forward. Mr. Backus expressed concerns about the traffic which would be generated by this project. Mr. Backus expressed that he does not want a gas station there.

Connie Porter came forward who lives directly north of the property. Ms. Porter expressed that she is concerned about the property value of her home and is disappointed in the decision to rezone the property.

Pamela Moose came forward. Ms. Moose and expressed that she is also not in favor of having the gas station at this location for a variety of reasons already expressed by others.

Bronson Dameron came forward who lives directly north of the project. Mr. Dameron expressed that he does not have anything to add, but is grateful for the opportunity to express their thoughts and have their voices heard on this issue.

Carlyn Price came forward who lives directly north of the property. Ms. Price expressed that they have two autistic children and having additional noise will be an additional stimulant and will add extra stress for their family.

Kurt Pulham came forward. Mr. Pulham expressed that he agrees with what has already been said and that he is against having the gas station in the neighborhood.

Leo Vargas came forward. Mr. Vargas expressed that he is opposed to this development.

Terry Petersen came forward. Mr. Petersen explained the process as how the Planning Commission will forward a recommendation to the City Council. Mr. Petersen encouraged those attending this meeting to attend the City Council meeting.

Barry Brown came forward. Mr. Brown expressed concern regarding the access to the gas station. Mr. Brown expressed that he does not support putting a gas station at this location and that something else should go there.

Heather Fry came forward. Ms. Fry expressed that she is working to learn how things happen in Orem.

Mr. Low closed the public hearing.

Mr. Low asked the members of the Planning Commission to speak on this item. Planning Commission members discussed with each other, with staff, and with Brent Neel about this item. The topics addressed in the public hearing and additional questions from Planning Commission members were addressed.

Mr. Low called for a motion on this item.

Planning Commission Action:

Ms. Kleinlein moved to forward a negative recommendation to the City Council to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone. Mr. Hawkes seconded the motion. Those voting aye: James Hawkes, Murray Low, Mike Carpenter and Helena Kleinlein.

PORTER FAMILY POINTS re Holiday Oil application 6-21-23

1. The requests for the car wash and drive-up window were submitted to the Development Review Committee with no justification, no mitigation, and merely rubber stamped and passed along to the Planning Commission with no analysis.

2. The proposed car wash will add to noise pollution and will waste water. The car wash should be denied. IF the car wash is approved, the location should be as far as possible from homes, and the hours of operation should be limited to the more restrictive hours than the convenience store to reduce impact on homes, such as 6:00 AM to 9:00 PM.

3. The proposed drive-up window will result in cars idling and emitting exhaust fumes and blasting sound systems next to back yards where children play and adults relax. The drive-up window should be denied.

4. The dumpsters are planned to be located immediately south of our backyard which will result in noise during store hours, odors, flies, and the racket made by huge trash trucks lifting, dumping, and replacing containers. Dumpsters are also used as sleeping places for the homeless, and for criminal activities. The dumpsters should be relocated as far as possible from residences, perhaps near the southwest corner adjacent to 2000 South and Geneva, or easterly of the underground fuel tanks.

5. No drainage plans were submitted to the DRC. If the project proceeds, a condition of approval should include engineering assurances that the historic drainage (south and west) from the residential properties is maintained. As a condition of approval, there must be assurances that the retaining wall and concrete fence do not interfere with the positive sheet flow from the residential properties, and do not create areas ponding north of the fence, which will result in more mosquitos.

6. No landscaping plans were submitted to the DRC. Renderings suggest that there will be trees on the perimeter along the 2000 South and Geneva, but no trees to shelter and protect the homes north of the project. As a condition of approval, detailed landscaping plans should be submitted showing the species, size, and location of the trees on the north and east sides of the project.

7. The pumping stations should not have sound systems or video systems, which would add to the overall noise pollution of the operation. This should be specifically prohibited in any approval.

8. A licensed private security service should be required to conduct hourly checks on the business (particularly the dumpster enclosure and the rear of the business near homes) during closed hours. Enclosed dumpsters attract homeless people and criminals, as well as people dumping large items after the business closes.

-John M. Porter

Sydney Dameron
849 W 1950 S
Orem, UT 84058

801-669-6497

Orem City Planning Commission
56 N State Street
Orem, UT 84097

Dear members of the Orem City Planning Commission,

My name is Sydney Dameron. My husband and I own a home in Orem, and our property line backs up directly to the proposed gas station site at 2000 South Geneva Rd. Our home was built in 2020, and we were lucky to be able to purchase it in 2022 during the height of the housing market, and in a city that we have both come to love. My husband, Bronson, grew up in Orem and graduated from Mountain View High School and Utah Valley University. We were thrilled at the chance to be able to raise our family here. We've both very much come to view Orem City as "Family City USA."

However, not long after we moved in, we were informed of a proposed gas station that was to be built quite literally in our backyard. We came to understand that the previous city council allowed for a rezone of the land immediately behind our home from open space to C2 for the purpose of building a gas station. This was troubling to us for many reasons. Chief among them were what a gas station would do to our property values, to the crime rates in our little neighborhood and the challenges a gas station would introduce into our lives through noise and air pollution.

As we continued to research the situation, we learned that a C2 zoning is on the only commercial zone where you are able to build a gas station this close to homes. In other areas of the city, zoning law requires at least 100 yards be placed between any building used for gas station purposes and the nearest property line. For reference, this proposed station would put the convenient store 15 feet from our back fence. We were disheartened to learn that the previous city council would change the zoning of this area for the purpose of building a gas station when other homes within the same city are protected against such a development, presumably for reasons of safety and quality of life.

We were also disheartened to learn that despite a 3-3 split vote from the Orem City Planning commission, and against the wishes of every resident in the homes nearby that the previous city council still chose to vote 'yes' to rezone this land for the purpose of building a gas station. This small piece of property is the only commercially zoned piece of land for over a mile in any direction, and even UDOT did not recommend the site proposal based on traffic patterns and a misalignment of access points to the surrounding areas.

We understand that today we are dealing with the reality that the land behind our home is zoned for a gas station, and that decisions were made back in 2020 that we cannot change in this meeting. However, as the planning commission reviews the changes the developer is trying to make to this development agreement, we urge you to consider how these changes will further impact nearby homes, including ours. Now, in addition to having a gas station that comes with noise, pollution, traffic and smells, we are also looking at having a 24-hour car wash and a drive thru behind the gas station that would put cars quite literally on the other side of our fence at all hours of the day and night. Many of our neighbors have young children, and one neighbor in particular has an elevated backyard that would allow for these cars to see into their backyard throughout the day. With patrons coming and going in the drive thru, I worry for their safety as well as the safety and comfort of our own future family and children. We can just imagine speakers blaring from a car within the car wash as it starts up at 1:00 in the morning, not to mention the noise from the car wash itself.

While we strongly feel that this area should never have been rezoned to a commercial space in the first place, we ask you to please consider a negative recommendation to the city council as we try to make the most of our situation and keep our neighborhood a beautiful place to live.

Thank you for your consideration,

Sydney & Bronson Dameron

SUMMARY

The residents of the nearby neighborhoods for the proposed gas station on 2000 S & Geneva Road in Orem have significant concerns about and strongly oppose the proposed development. These concerns include, but are not limited to:

- Zoning concerns
- Lack of communication and potential withholding of information to residents
- Previous initiatives to rezone or build
- Decrease in property values and neighborhood aesthetic appeal
- Increase in crime rates, alcohol consumption, drugs
- Air, noise, and light pollution
- Increased traffic with no supporting infrastructure
- Utah Autism Academy Orem Campus located 850 feet away
- Potential increase in food desert/swamp
- Fire danger
- Groundwater contamination

ZONING CONCERNS

- This area was an OS5 (Open Space Zone until 2020)
    - The proposal to change the zoning from OS5 to C2 Zoning received a 3-3 split vote from the planning commission in October 2020: https://www.utah.gov/pmn/files/654923.pdf
    - It was voted on again in December 2020 and passed, however, very few of the concerns that were addressed in the October planning commission meeting were actually addressed and met: https://orem.granicus.com/MediaPlayer.php?view_id=1&clip_id=139&meta_id=15275
    - The change from OS5 to C2 was done before many of the homes to the north of this lot were finished, and very few, if any other home owners (who would be most affected by this change) were able to weigh in on the zoning change.
        - From the October 2020 Orem City Planning Meeting: "Some members of the Commission understood that this corner was designated as commercial in the general plan and expressed that their concern was not for the commercial rezone, but whether the site at this corner would fit in with the surrounding neighborhood."
        - From the October 2020 Orem City Planning Meeting: "Did the buyers of the new homes to the north of this site know that a gas station was potentially going in at this corner? The applicant indicated that the realtors and contractors of many of those homes attended the neighborhood meeting back in March and were aware of the change. The developer of those homes also attended that meeting and indicated that he was afraid that this gas station might compromise the closing of the sales of those homes. Most of these homes were not built at the time that neighborhood meeting was held. There is no way of knowing for sure, but these realtors and contractors may or may not have communicated that information to the home buyers. **It is evident in the many public comments these residents made that they were probably not informed.**"
            - Of major concern was this comment made by legal counsel present at the October 2020 meeting: "Mr. Earl clarified that there were not many design standards for the C-2 zone. If the rezone was granted, **there**

would be no way to legally guarantee that the applicant would build to the concept plan he had shown to the Commission.

- This means that even if the developers say they will see to residents' requests, there is no legal way for the city or homeowners to hold them to this promise.

- When the change was made, in fact, there were still two homes on the land in question. Those homes weren't demolished until October 2021.

- Orem City Code 22-8-5. C2 Zone
  - Although this area was indeed changed from OS5 to C2, we submit that an area that is zoned as C2 would not be fitting for a gas station due to the city's own language for the purpose of a C2 Zone.
  - Purpose of C2 Zoning
    - Allow a wide range of commercial and retail development including offices, business and personal services, public spaces, and general community shopping;
    - Encourage commercial development that has **a high degree of aesthetic appeal** through the use of high-quality building materials, architectural requirements, massing, lighting, landscaping, and the relationship to streets and pedestrian ways;
    - Create an area that offers an inviting pedestrian experience through the creation of buffered sidewalks, maximum building setbacks from State Street, requiring direct building accesses from State Street, providing incentives for outdoor dining and public spaces, and landscaping requirements.
    - Promote convenient access to retail, employment centers, residences, and transit as well as links to other commercial developments and neighborhoods; and
    - **Maintain an adequate buffer between commercial development and adjacent residential neighborhoods.**
  - We surveyed 20 different C2 areas on the Orem Zoning Map that were adjacent to a residential area, and couldn't find a single example that had a comparable business in terms of disruption to existing homes. While we concede there are C2 zones near residential areas, we could not find an example of a gas station this close to single family homes. This proposal would put a gas station, car wash and dumpster locations directly on the other side of existing property lines. We could not find precedent for this anywhere else in the city. It's possible such an example exists, though, they are likely few and far between and we would submit, ill-advised from a planning standpoint.
- The original residential development was supposed to include this parcel. The lot descriptions are still available and advertised on the street, and "the properties in question were originally designated in the general plan as LDR residential."
  - This sign is still posted at the entrance to Payton's Crossing. Many of the homeowners were under the impression when they moved in that the entire area around these homes would be developed strictly for residential use.



- The parcel is still piped for residential utilities.
    - From the October 2020 Orem City Planning Meeting: "As the property was originally planned to be residential, the water and sewer infrastructure was also originally planned to go through this property to service the future residential properties to the east of this corner. In order to be able to still accommodate that plan, staff will require the applicant to continue those utilities through the property to the east when they apply for site plan approval. The applicant has been made aware of this and has updated the concept plan to reflect these utilities going through the north-east portion of the property."

PREVIOUS MEETING CONCERNS (2020)

- Concerns from 2020 rezone meeting
    - https://www.utah.gov/pmn/files/654923.pdf
    - Many of the neighboring Provo residents expressed strong opposition to the change. DRAFT Planning Commission minutes for October 21, 2020 A complete video of the meeting can be found at www.orem.org/meetings 6
    - Many of the neighboring residents from the Peyton's Crossing Development to the north expressed opposition to the change.
    - No residents from the Auburn Meadows development to the west gave any comments.
    - Lighting was a significant concern. Some residents expressed concerns about potential neon signage.
    - Potential smells were a concern.
    - Property values were a concern.
    - Many expressed that they had hoped this part of Orem would remain agricultural and residential when they initially purchased their property.
    - Some residents expressed strong concern that this corner had been designated as commercial. Others were not. But most expressed concern over the proposed gas station

PROPERTY VALUE CONCERNS

- Property values will go down with the addition of a new gas station
    - Some of the residents here are first time homebuyers - and in this housing market that is a very hard thing to do. A planned gas station will have a negative impact on home investment.
        - Speaking personally, **we are first-time home buyers**, and we worry that in this current housing market, such a drastic change in our home value could seriously affect our financial situation and future. We were hoping to raise our children in this home, but if a gas station were to be built there, it's highly likely our only two options would be to live in a home that feels unsafe for our kids due to increased traffic, potential crime rates, air, noise, and light pollution, or to sell our home at a loss. We urge the committee to consider the real life consequences of this decision. -Bronson & Sydney Dameron (849 W 1950 S, Orem, UT)
    - Cemeteries, highways, gas stations: "Here's what decreases your property value: Gas stations, railroad tracks, hydro towers, power stations, and industrial areas — proximity to any of these things definitely won't help improve your home value, since they can generate and/or attract odors or other substances that could affect your air quality."
    - 10 Industries That Diminish Property Values The Most: "2. Convenience Store With Gas Station. **People will be driving in and out of your intersection, hanging out at the property, and buying lots of lotto tickets, cigarettes, and beer when they gas up. Although handy, these shops do nothing to help property values and hurt them significantly** according to Zillow.com. Although the realtors questioned on the site did not have exact statistics, common sense would show that the increase in robberies, accidents, traffic and pedestrians would add up to decreased property value. Still, many gas stations with mini-markets are springing up like wildfire."

INCREASED CRIME RATES, DRUGS, AND ALCOHOL CONCERNS

- Crime rates go up in surrounding areas directly next to a gas station.
    - May increase violence rates in the surrounding areas:
        - Alcohol is present in a substantial proportion of homicide victims in the U.S.
            - https://ceds.org/wp-content/uploads/2020/09/Crime-Alcohol-Studies.pdf
    - Increasing alcohol outlet density is well-documented to be associated with increased alcohol use and problems, leading to the policy recommendation that limiting outlet density will decrease alcohol problems
        - https://ceds.org/wp-content/uploads/2020/09/Crime-Alcohol-Studies.pdf
    - "A larger number of alcohol outlets and a higher rate of violence might be expected in poorer neighborhoods or in neighborhoods with a larger population of young people. But as the research described above shows, even when levels of poverty and the age and the ethnic background of residents are taken into account, a high density of outlets is strongly related to violence regardless of a neighborhood's economic, ethnic or age status."
        - https://ceds.org/gasstation/
    - "Children with an alcohol outlet on the route to school were more likely to be offered alcohol, tobacco, and other drugs as well as be exposed to drug selling and seeing people using drugs."
        - https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3778110/
    - All of this will have a negative impact on families (crime, alcohol consumption, air pollution, light pollution, noise pollution)

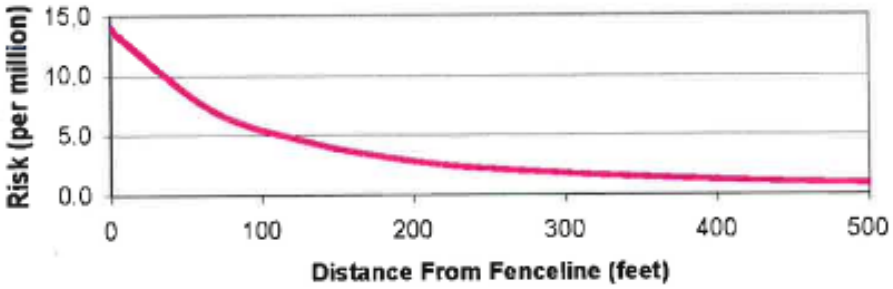
        - Orem = "Family City USA." If Orem truly is "Family City U.S.A." then they need to put the needs and desires of their citizens above that of businesses.

AIR POLLUTION CONCERNS

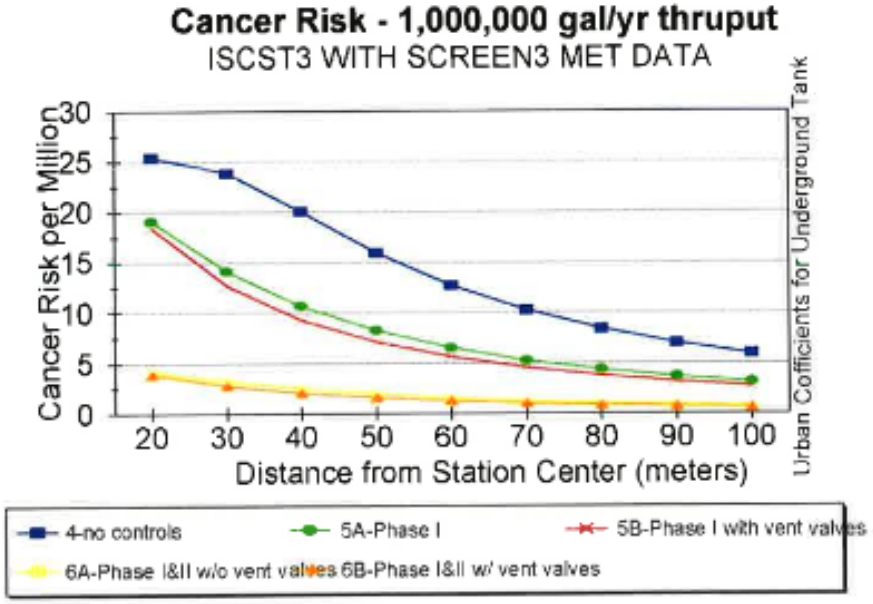
- Air pollution is a significant concern - both for health and aesthetic appeal.
    - The proposed station will have their trash and dumpsters right against the property line of the adjacent homes.
    - Dumpster smell will make recreating and indeed living next to a gas station untenable - not to mention the smell of gas alone.
    - Benzene is the gas constituent most harmful to human health. The WHO says there is no safe level of benzine and that it can cause nausea, cancer, anemia, increased infections, and low birth weight.
        - A 1993 study published by the Canadian petroleum industry found average benzene concentrations of 146 and 461 parts per billion (ppb) at the gas station property boundary in summer and winter, respectively.
        - A 2001 study noted median ambient benzene levels of 1.9 ppb in houses up to 328 feet from a service station.
        - A 2019 study of U.S. gas stations found that benzene emissions from underground gasoline storage tank vents were sufficiently high to constitute a health concern at a distance of up to 524-feet.
        - The cumulative effect of benzene released during fueling and from underground storage tank vents remains a cause for concern for those living, working or learning nearby.
            - https://ceds.org/gasstation/
    - In 2005, the California Air Resources Board probably became the first in the U.S. to recommend a minimum public health safety zone between new gas stations and "sensitive land uses." The recommendation appeared in Air Quality and Land Use Handbook: A Community Health Perspective. The pre-2005 studies referenced above and other research prompted the Board to recommend a minimum 300-foot separation distance between new gas stations and "sensitive land uses such as residences, schools, daycare centers, playgrounds, or medical facilities."
    - "Similarly affected are individuals who spend time close to a gas station, e.g., in close by businesses or in the gas station itself. Of particular concern are children who, for example, live nearby, play nearby, or attend nearby schools, because children are more vulnerable to hydrocarbon exposure."
        - https://ceds.org/gasstation/
    - As the name implies, Onboard Refueling Vapor Recovery systems are built into new cars. The system captures vapors during refueling which are then stored in canisters within the vehicle. A study published in February, 2020, examined the effectiveness of Onboard Refueling Vapor Recovery systems. The researchers found that 88% of vehicles monitored released vapors during refueling despite the presence of Onboard Refueling Vapor Recovery systems.
        - https://ceds.org/gasstation/
    - 3.6 Million Gallons Per Year & 300-Feet Insufficient
        - References to 3.6 million gallons per year and 300-foot setbacks appear to derive from the 2005, California Air Resources Board Air Quality and Land Use Handbook: A Community Health Perspective. Handbook Figure 1-6 below shows

how cancer risk diminishes with distance from a gas station pumping 3.6 million gallons per year.

Figure 1-6
Gasoline Dispensing Facility Health Risk
for 3,600,000 gal/yr throughput



- The relationship shown in the graph above may no longer be valid for the following reasons. First, a number of studies have been published since 2005. These studies show that the most harmful compound – benzene – has been detected more than 500 feet from a gas station. Second, California has what are arguably the most comprehensive gas station air pollution control requirements in the U.S. However, it has not been proven that these measures resolve the adverse health effects of gas station benzene emissions.
- The following graph is from the California Air Resources Board Gasoline Service Station Industrywide Risk Assessment Guidelines. This graph is based on the quantity of gas pumped by most stations – 1 million gallons per year not 3.6. New gas stations outside of California might have Phase I controls. The graph below shows that with Phase I controls an unacceptably high risk of increased cancer cases persists beyond 300 meters (328 feet).



- All but older vehicles have Onboard Refueling Vapor Recovery (ORVR) systems. As the name implies, Onboard Refueling Vapor Recovery captures vapors during refueling. The vapors are then stored in canisters within the vehicle.
- A study published in February, 2020, examined the effectiveness of Onboard Refueling Vapor Recovery systems. The researchers found that 88% of vehicles monitored released vapors during refueling despite the presence of Onboard Refueling Vapor Recovery systems.
- Minimum 500-Foot Public Health Safety Zone Needed
    - The research cited above indicates that the most reliable way to protect public health and safety from benzene and other harmful emissions is to guide new gas stations to sites where they will be at least 500 feet from residentially zoned properties, schools, and other locations where people live, learn or work. CEDS research frequently shows a third to half of potential gas station sites can meet a 500-foot public health safety zone. In other words, adopting this safeguard allows us to gain the benefits of new gas stations without jeopardizing the health of our neighbors.

NOISE POLLUTION CONCERNS

- Noise pollution
    - An accelerating diesel truck emits 114 dBA and even 100 dBA while idling. Gas stations are a significant cause of noise pollution.
        - https://ceds.org/gasstation/
    - Noise above 70dB over a prolonged period of time may start to damage your hearing, and loud noise above 120dB can immediately cause harm to hearing.
        - https://www.cdc.gov/nceh/hearing_loss/what_noises_cause_hearing_loss.html#:~:text=A%20whisper%20is%20about%2030,immediate%20harm%20to%20your%20ears.
    - Young families with children will have a hard time encouraging infants and children to sleep with such noise pollution at all hours of the day.

LIGHT POLLUTION CONCERNS

- Light pollution is a significant concern as light from the station will be directly visible in all the homes bordering the station, negatively impacting regular life and sleep cycles for adults, children, and families.
- "Dramatic increases in the risk of breast and prostate cancers, obesity, and early-onset diabetes have mirrored the dramatic changes in the amount and pattern of artificial light generated during the night and day in modern societies over recent decades."
    - https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2627884/
- "The connection between artificial light and sleep disorders is a fairly intuitive one. Difficulties with adjusting the circadian clock can lead to a number of sleep disorders, including shift-work sleep disorder, which affects people who rotate shifts or work at night, and delayed sleep–phase syndrome, in which people tend to fall asleep very late at night and have difficulty waking up in time for work, school, or social engagements."
    - https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2627884/

INCREASED TRAFFIC CONCERNS

- We understand that traffic increases are normal for a growing civic center, especially around the new Temple for the Church of Jesus Christ of Latter-Day Saints. However, the current traffic plan does not support a gas station there - nor will it be conducive to one in the future.
- Traffic Concerns on the corner of Geneva Rd & 2000 S
    - Traffic is already a concern at this intersection. So much so that a light was planned on being installed, though that project seems to have been stalled quite a bit. However, at certain times of the day, there is often a long line of cars down 2000 S. If a gas station were to be installed there, it would only increase the problem, and even a traffic light at that location wouldn't be able to fully mitigate that concern should there be a gas station on that corner drawing in additional cars.
- Traffic along Geneva Road
    - The townhome development directly west of the proposed site is growing, and parking is already an issue as many cars park directly along Geneva road throughout the year. This proposed gas station will only exacerbate this issue as traffic will snarl in the area.

NEARBY SCHOOL CONCERNS

- The proposed station is 850 feet from the Utah Autism Academy Orem Campus. This is a concern as children with special needs will have greater potential access and encounters with alcohol or drugs, and traffic will become even more of an issue for the parents and their children that attend this school.
- "Children with an alcohol outlet on the route to school were more likely to be offered alcohol, tobacco, and other drugs as well as be exposed to drug selling and seeing people using drugs."
    - https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3778110/

FOOD DESERT CONCERNS

- A convenience store is not a benefit to the community in any dramatic way, indeed it can increase the likelihood of the area becoming a "food desert" or "food swamp" with less nutritious and conversely more convenient foods being more available than what can be found at a common grocery store.
- Should Orem city wish to improve the lives of the residents of this area, perhaps a full grocery store nearby would be a better solution.

FIRE AND OTHER DANGER CONCERNS

- The following excerpt from a U.S. Department of Housing & Urban Development document shows that while gas station fires-explosions may not be common, they do occur often enough to be a concern for nearby residents:
    - "During the five-year period of 2004-2008, NFPA [National Fire Protection Association] estimates that U.S. fire departments responded to an average of 5,020 [fires] in service or gas station properties per year. These fires caused an annual average of two civilian deaths, 48 civilian fire injuries, and $20 million in direct property damage."

GROUNDWATER CONCERNS

- Because of the high traffic volume and refueling, convenience stores-gas stations pose an unusually severe threat to ground and surface waters. Adding vehicle servicing facilities increases the threat. One study found that contaminant levels in convenience store-gas station runoff were 5- to 30-times higher when compared to residential runoff. In another study researchers detected several compounds in vehicle repair facility runoff which were probable cancer-causing agents. These findings have prompted a number of states and local governments to list vehicle repair facilities as stormwater hotspots. USEPA guidance advises caution with regard to allowing hotspot runoff to infiltrate the soil, particularly in areas where drinking water is obtained through wells. The use of highly-effective stormwater Best Management Practices to treat repair facility runoff before it is infiltrated into the soil.
    - Fuel storage tanks and pipelines pose another source of contamination, though the design of both has improved dramatically over the past couple of decades. Spillage at the pump is a more likely source of fuel release into nearby waterways. In fact, Johns Hopkins University researchers found that an average of 40 gallons of gasoline is spilled at a typical gas station per year at the pumps. The JHU researchers also found that a significant portion of the spilled gasoline can migrate through the concrete pads at many fueling stations.

PREVIOUS STUDY RESULTS

Given the impacts and corrective measures described above, an optimum convenience store-gas station location would have the following characteristics:

- At least 500 feet from the nearest home; or
- Buffered so the store cannot be seen or heard from the nearest home;
- To preserve public health a minimum if 500 feet from homes and 1,000 feet from schools;
- Not within view of historic resources;
- At least 500 feet from wells, springs, streams, reservoirs or other highly sensitive ground or surface water resources;
- Accessible by foot and bike as well as cars;
- Convenience stores should be located at least a 10-minute walk (0.5 miles) from schools;
- Located in a downtown or neighborhood commercial area;
- Well lit, but not to the point of causing light trespass into nearby homes;
- In an area with many passersby and few escape routes for criminals

CONCLUSION & RECOMMENDATIONS

While it is understood that growth is necessary and good, the proposed gas station on the intersection of 2000 S and Geneva will negatively impact the residents, the environment, and the area as a whole.

The residents of the nearby neighborhoods directly adjacent to the proposed development collectively and strongly oppose the plans and respectfully request the developer and city to consider other locations that will not have the negative impacts outlined above that this development will have on nearby residents and the area.

A forthcoming petition is being sent and signatures are being gathered.

Thank you!

Recommendations:

- Consider other options for a location, including other locations along Geneva road on the West side that will not negatively impact currently built residential neighborhoods.
- Rezone the parcel for residential as it was planned for previously so that the proposed neighborhood can be completed and unified as a residential space.

Contact Information:

Bronson & Sydney Dameron
849 W 1950 S Orem, UT 84057 (Directly behind the proposed station)
bronsondameron@gmail.com
435-640-7261

For a link to this document to view all the sources, please contact us.

Name	Address
Sydney Dameron	[redacted]
Bronson Dameron	
Don + Vonda Boehr	
Thomas + Sharon Fong	
Alissa & Leo Vargas	
Carlyn Price	
Zac Price	
[illegible]	
McClellan Dameron	
Barry Brown	
[illegible]	
DAVID BRETEY	
Michelle Olsen	
Alan Moose	
Jenny Barker	
[illegible]	
[illegible]	
[illegible]	
Jill Backus	
KC Backus	

Orem Neighborhood Meeting Minutes

February 7, 2023

Location: Holiday Oil – 759 N 1500 W, Orem UT 84057

Below were the questions/concerns brought up in the neighborhood site plan review meeting:

1. Resident: Was there a notification sent just Orem residents or just to Provo residents?
    a. Me: I received the labels from Orem City which had everyone that lived within 500'
2. Resident: What about 2 years ago. Was there a notice sent notifying the residents of the zone change?
    a. Me: Yes, there would have been a notice sent to everyone that lived within a certain distance notifying of the zone change. However, if you were under construction and hadn't closed on your home or the County hadn't recorded your property yet, then they wouldn't have sent a notice. (a lot of these people were under construction or just moved in when the zone change took place in December 2020)
3. Resident: Why weren't we notified or why would the City allow a gas station be built on this site when residents live so close? We left California to get away from this.
    a. Me: The property is zoned commercial, so it was approved to have commercial business on the property. There are certain types of businesses that are allowed and not allowed, but that is up the City with what is permitted within the zoning code.
4. Resident: You are not going to be able to get an access off Geneva like your site plan is showing. Someone else tried to get that and UDOT denied them.
    a. Me: We had a UDOT pre-application meeting and they have approved the access on Geneva. We haven't submitted for a permit yet, but UDOT granted approval of the access on Geneva.
5. Resident: How much space is your building from the property line (North property line)?
    a. Me: the site plan is showing 15'
6. Resident: The purpose of C-2 Zone is to create a buffer between residential and commercial and a 15' between my back porch and that doesn't feel like quite enough. I think that's a concern that I would raise with the City.
    a. Me: That's where we rely on the City Staff. We submit a site plan and they review it. I t goes through numerous reviews and approvals. Planning, Engineering, and building will look at the setbacks and they will provide redlines and we will update our site plan based off the redlines.
7. Resident: what is this on the map?
    a. Me: this is an underground storm temperature. So, all the water that flows we have to retain so much water on our property before we release it into the City drainage or to UDOT's system.
8. Resident: Can you point out what everything is on the Site Plan map?
    a. Me: I explained all the items on the Site Plan.
9. Resident: Where are you going to get water for a car wash?
    a. Me: The City has impact fees where they calculate our water usage and we can purchase water through their fee schedule.

10. Resident: Is the car wash 24 hour service?
    a. Me: It is. You can talk to planning commission to give approval but apply a condition on the car wash that it can only operate at certain hours.
11. Resident: Where is the trash dumpster? Is it right behind my backyard?
    a. Me: This is just a site plan so it doesn't take in account the landscaping. We'll show a landscaping plan where we can put more trees along the property line or concentrate more trees in a certain area to block the site and meet city requirements.
12. Resident: How much acreage are you showing?
    a. Me: It's about 2 to 2.1 acres
13. Resident: How tall is your fence?
    a. Me: We have done 7' on other submittals and we have done 8' at other sites. It is a masonry wall which is typically required between residential and commercial properties.
14. Resident: There is a lot of difference in property lines with height difference.
    a. Me: Again, this is just going over the site plan. We haven't created the grading plan yet for the site. I was mentioning to another neighbor that will be bringing dirt, moving dirt around and I anticipate retaining walls will be needed on our side to prevent dirt from sliding away from your properties.
15. Resident: So the black line is the property line?
    a. Me: Yes, there are some other things we can do with additional setbacks with the dumpster and we can put limitations on times they can collect the garbage so they aren't coming at 5am. (lots of concerns about the smells from the dumpster being that close to residential property line).
16. Resident: There is a school, for autistic children, that is 850' away and the director of the school is concerned about a gas station being on this corner. People parking along Geneva and this will create more parking along Geneva.
    a. Me: Oh, I didn't know there was a school to the North. I knew there was a school east down on 2000 south.
17. Resident: You have heard about a stop line going in at the intersection, haven't you?
    a. Me: Where they have already started on the electrical and I would assume they would work on it again in the Spring, but that is UDOT performing the work.
18. Resident: So the City will know about the stop light and aware of your project?
    a. Me: This meeting is the first step. After this meeting we will submit our site plan to the city to be reviewed. Then we will go to planning commission. The City Staff has to approve the approve the site plan prior to going to Planning Commission and Planning Commission will notify everyone again for the public hearing for this project where you can voice your concerns and opinions.
19. Resident: We don't understand why C-3 zoning was rejected that offered more protection for the neighborhood and they agreed to C-2, which is to create a buffer between residential and commercial.
    a. Me: I'm not sure with the processing of approving C-2 over C-3.
20. Resident: Have you ever built a gas station, like this, so close to residential property lines?
    a. Me: Yes, it's more common in the Salt Lake Valley, but we have recently built next to property lines with three stores last year. (Concerned those homes weren't as nice and valuable as this neighborhood homes)

21. Resident: The property still has piping for residential utilities and if you build here, you'd have to maintain those. I think that was part of the 2020 agreement. 2020 Planning Commission told the developer "You're going to have to keep it piped that way" (residential piping).
    a. Me: I wasn't aware of the residential piping, but we'll work with the engineers to make sure we do everything according to code and work with the City.
22. Resident: Why this location?
    a. Me: As a convenience store, we try to be as convenient as possible to service people. There aren't any gas stations between Prove Center Street and University Parkway along Geneva Road. With the growth and the new high school down the street, we feel it's a great spot for a gas station.
23. Resident: This road (2000 S) gets backed up and it gets to be a big mess.
    a. Me: We found out that Orem City owns behind curb on 2000 South and Provo City operates and maintains 2000 S. The developers improve the site with road expansion in mind and will build the site with the improvements already in place or be ready to dedicate land when the time comes to widen the road(s).
24. Resident: You guys have provided the blueprint of the store, but how do we learn about the particulars of the operation? You said weekdays the store closes at what time?
    a. Me: Weekdays, 5am-11pm and Weekends 5am – 12am. C-Store is not opened 24 hours but at this time the car wash and fueling pumps are available 24/7.
25. Resident: The City will know that people are concerned about this site and this meeting tonight?
    a. Me: Yes, there is a sign in sheet for your name and address to show how many people came to the meeting. The more names on the paper will show the City how many people are concerned.
26. Resident: Would you want this (gas station) in your backyard? We have to look out our windows and we see a big gas station with a red roof. Can't we do black or white colors?
    a. Me: Operational we have a brand and market recognition for our stores. (Resident brought up McDonalds has to conform to City standards).
27. Resident: Will you allow alcohol sales?
    a. Me: Yes, we sale alcohol inside the store.
28. Resident: Will this be a Chevron store? We notice that Chevron Holiday stores have blue/white lights on the canopy and Sinclair Holiday stores have yellow/red lights.
    a. Me: We don't know if it will be Chevron or Sinclair yet. We'll send that out to bid between the two companies and then that will determine the canopy colors/lights.
29. Resident: We are concerned of the hours the dumpster will be picked up? Dumpster being slammed to the ground, doors shutting, and other people dumping items next to the dumpster like a couch/mattresses to be taken away.
    a. Me: We can work with the trash companies to put restrictions when they can empty on each site.
30. Resident: How do you address homeless people coming on the site?
    a. Me: If people are loitering, we can call the police officers and get them on future no trespassing charges. I know that was a concern with this site (800 N 15000 W) with the half-way house being just down the street, but we really don't experience many

homeless people. If it does happen, it's more in the West Valley area but we can call the police offers to remove them off the property.

31. Resident: How far away do you have to notify people with this project? There were over 40 people that showed up last time to planning commission.
    a. Me: I received the mailing addresses from the City and there were about 180 people notified (it was 140 when I got back and looked).
32. Resident: Is this project a certainty?
    a. Me: We own the property and at this time we are proposing and moving forward with a gas station site plan to the City. If it's not us coming in, it will more than likely be another commercial use. I don't anticipate us or anyone else selling it to a home developer because commercial prices for property are much higher than residential developers would be willing to pay.
33. Resident: So what I hear is something is going in here no matter what we do and we might as well just kiss our property values goodbye? We're either going to lose money or you lose money is what I am hearing?
    a. Me: I don't know why the residential developer sold off and the person who owned the property before us got the zone changed.
    b. Resident: none of us were hear yet when the zone changed. We didn't have a say because our houses were in the process of getting built.
    c. Me: We want to be good neighbors and whether it's us or someone else, we won't take your concerns lightly.
    d. Resident: Then give us a 8' foot masonry wall and no car wash. The car wash will keep us up all night. There are so many car washes already along Geneva Road, we don't need another car wash. Still don't know how this was able to be zoned commercial this close to homes and C2 Zoning. C2 zoning isn't meant to be for your gas station; C2 is supposed to be a buffer between commercial and residential.
34. Resident: We need more of a buffer area of landscaping between the properties. I feel this location is really out of place with residential homes so close to commercial and feel there is nothing we can do and that's not super awesome to hear to be honest.
    a. Me: That's the purpose for Planning Commission. There will be a public hearing portion where they will take into consideration all of your concerns when either approving or denying the site plan.
35. Resident: So even if we go to that meeting and say it's struck down this time, maybe another year goes by is going to be another proposal, right? Because the land is so owned by you guys.
    a. Me: Probably so, if it isn't us then it will be another commercial use applying.
36. Resident: Will the proposed store be this size and there this many pumps?
    a. Me: Yes, the store will be very similar to this and there will be no more than six dispensers. This store has eight dispensers just because this property is much larger than the one we are discussing. Again, that's why I wanted to hold this meeting at this store to give you an idea what the building looks like and the lighting. The lights on the building are under the eves so the lights project straight down the wall and not out toward the property line.
    b. Resident: But even so I feel like this ones going to just right in our backyard.

37. Resident: Have you followed up on other locations as to how much crime increases and then we did six hours we did. That's in there. We did crime rates, air pollution, water pollution, noise, pollution. There's a study in there. Says, they don't recommend a gas station, like a gas pump within 500 feet of a residential area, which would be well, within we'd be well within that like person for like health and safety reasons.
    a. Me: (Didn't have a chance to respond. More people said stuff that couldn't be picked up on the recording. However, I have not conducted a study about the concerns they brought up. I feel you can find studies that prove all the unhealthy reasons and you can find a study there are no health concerns. Depends how much you want to dig.)
38. Resident: Can we set up an appointment with the City Planner to discuss?
    a. Me: Yes, that is what they are there for. To help and address concerns.
39. Resident: Do you have an idea when you will be resubmitting to the City?
    a. Me: I would guess within 2-3 months. Then the review process starts where we will receive feedback from the City on the site plan.
40. Resident: I know your job is hard and this is not an easy meeting for you. We're just trying to express the like and if you can imagine like oh sure buying a house at the height of the market and then having someone come in and say actually it's not going to be worth $100,000 less than what you pay for it. That's like really terrifying and if we do stay there we're going to have kids and our kids are going to be in the backyard smelling, gas and dumpster and here and all this other stuff. And like, and I just, I just know there's some garbage that comes over the fence
    a. Me: Once we do a grading plan that will let us know how and where the retaining wall and fence will sit that will help a lot with noise, lighting, smells, etc.... but we haven't got to that point yet on the engineered plans.
41. Resident: Well, I guess we'll talk with Cheryl and then move forward.
    a. Me: Thanks for coming out.

That ended the meeting with 18-22 people. I stayed around until 7pm and right before leaving three new residents came up and started talking. One resident's (John Porter) main concern was drainage issues from the backyards. He said Orem City didn't approve the drainage for the area and puddles of water accumulate. I told him we would look at the carefully and do any kind of French drain or other drain needed to help resolve ponding issues. He also gave us a report that I'll attach as well as the report we received from Bronson & Sydney Dameron.

For more information, contact Makayla Wagstaff at
(801) 229-7239 or mkwagstaff@orem.org

City Council Chambers, 56 N State Street

City Council
Tue, Aug 1, 2023
6:00 pm

***** IMPORTANT DEVELOPMENT NOTICE *****

PUBLIC HEARING - Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

The applicant is requesting to amend the development agreement for this site to allow a carwash in addition to the gas station and convenience store, which are already allowed per the development agreement. As well to amend the architectural features which are allowed per the agreement.

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

CHOWDHARY, PRATAPRAI R & KIRAN B
3465 W 111TH LOOP
WESTMINSTER, CO 80031

For more information, contact Makayla Wagstaff at
(801) 229-7239 or mkwagstaff@orem.org

City Council Chambers, 56 N State Street

City Council
Tue, Aug 1, 2023
6:00 pm

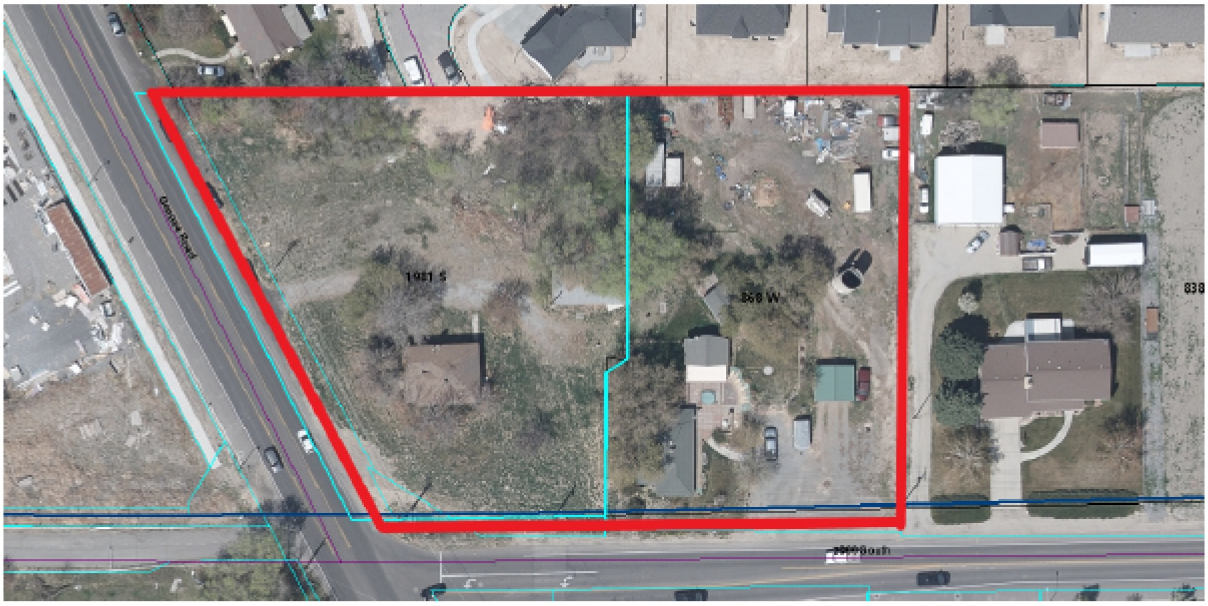
***** IMPORTANT DEVELOPMENT NOTICE *****

PUBLIC HEARING - Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

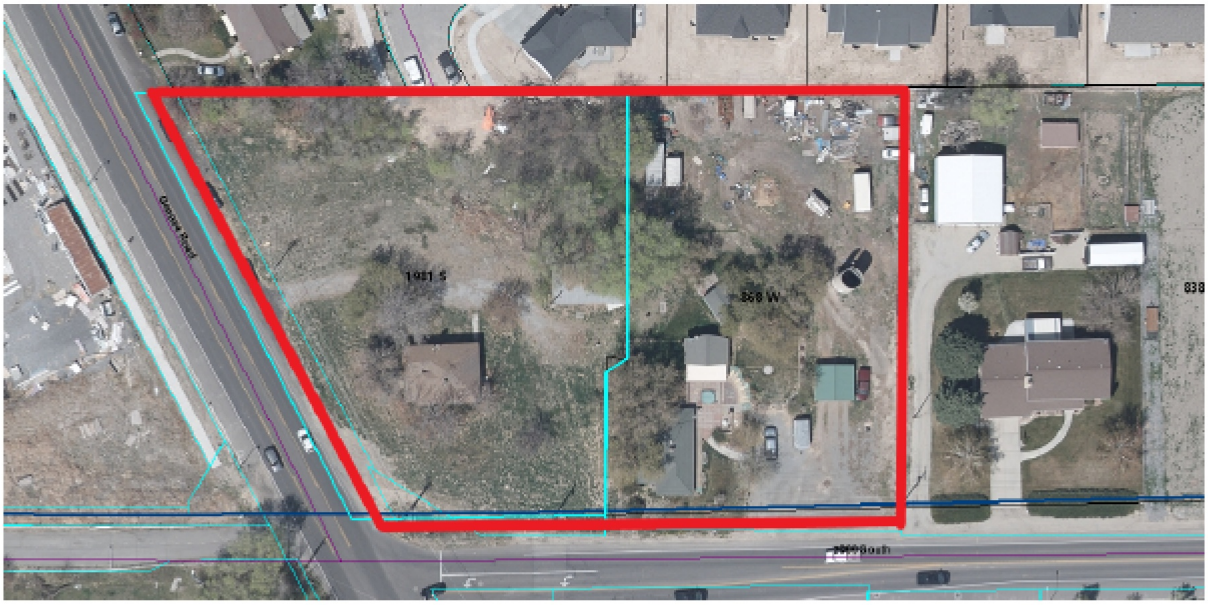
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CHURCH, MATTHEW J & MELISSA K (ET AL)
5501 W 10600 N
HIGHLAND, UT 84003



orem.org/planning under "Current Planning (Public Hearing Notices)" tab



orem.org/planning under "Current Planning (Public Hearing Notices)" tab

OREDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING THE DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT 1981 SOUTH GENEVA ROAD IN THE C2 ZONE.

WHEREAS on March 1, 2023, Brent Neel / Holiday Oil filed an application with the City of Orem to request amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on June 21, 2023, and the Planning Commission recommended that the City Council deny the request; and

WHEREAS a public meeting considering the subject application was held by the City Council on August 1, 2023; and

WHEREAS notices were mailed to 138 property owners within a 500 square foot radius of the property; 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; 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 will not negatively affect the health, safety and general welfare of the City.
2. The City Council hereby approves the request to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone as shown in Exhibit A attached hereto and incorporated herein by reference.
3. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
4. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.
5. All other ordinances or policies in conflict herewith, either in whole or part, are hereby repealed.

PASSED, APPROVED and ORDERED PUBLISHED this 1st day of **August 2023**.

David A. Young, Mayor

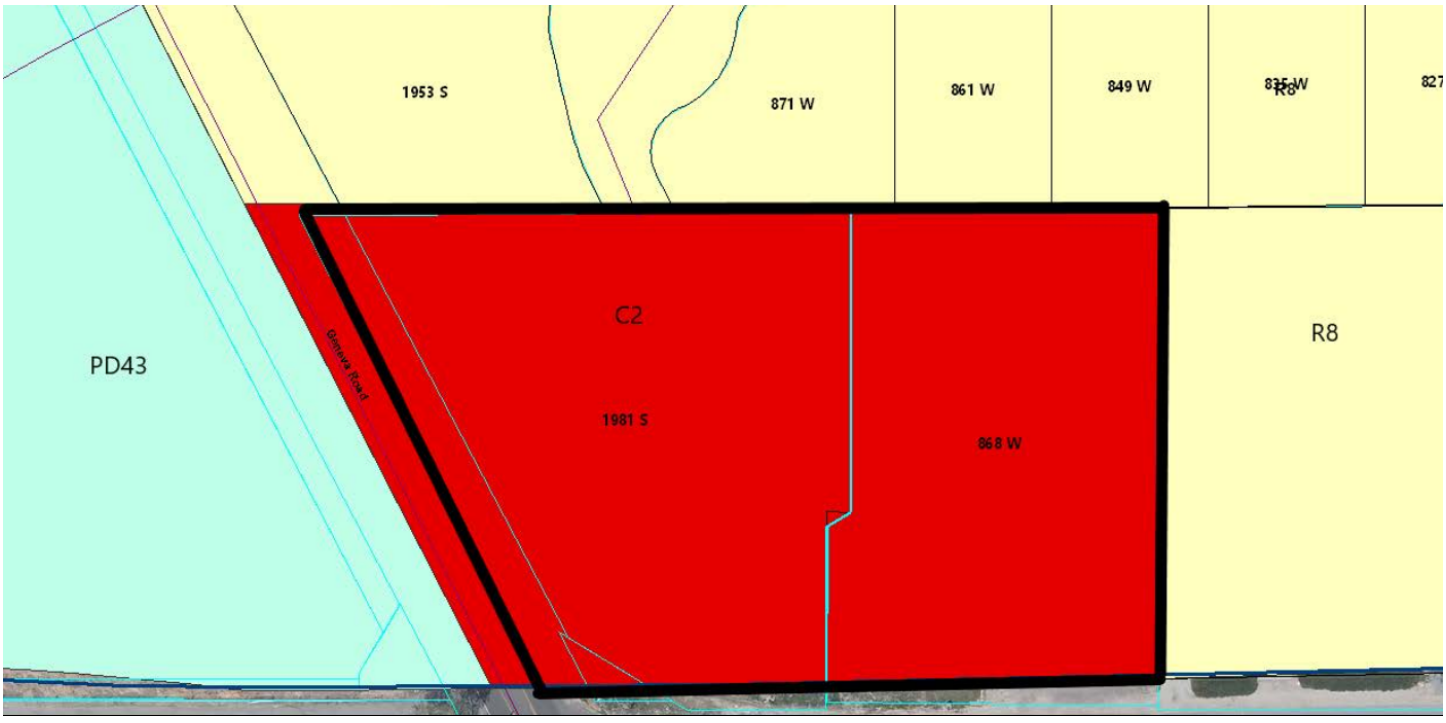
ATTEST:

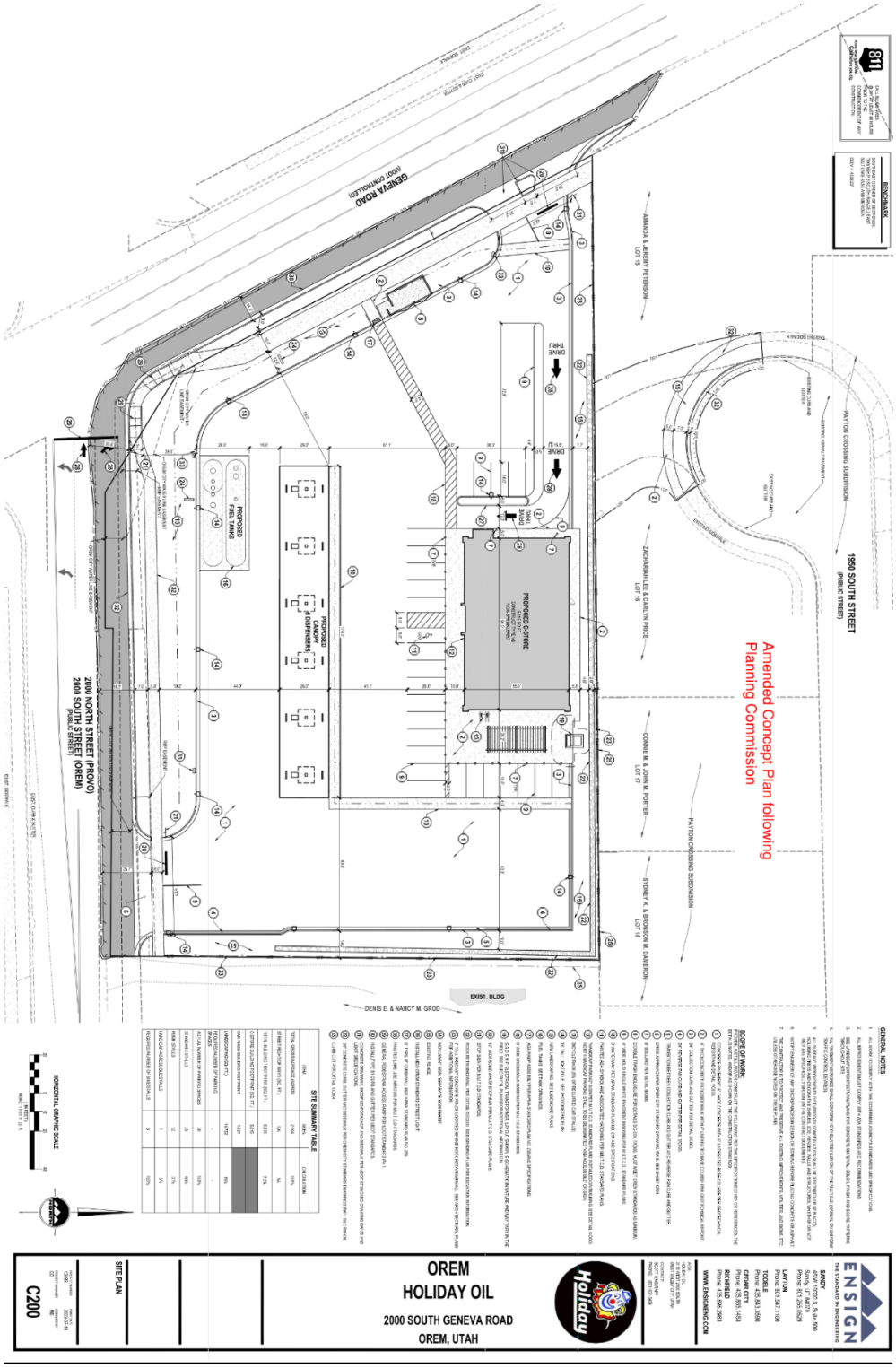
Teresa McKitrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	□	□	□
Jeff Lambson	□	□	□
Debby Lauret	□	□	□
Tom Macdonald	□	□	□
LaNae Millett	□	□	□
Terry Peterson	□	□	□
David Spencer	□	□	□

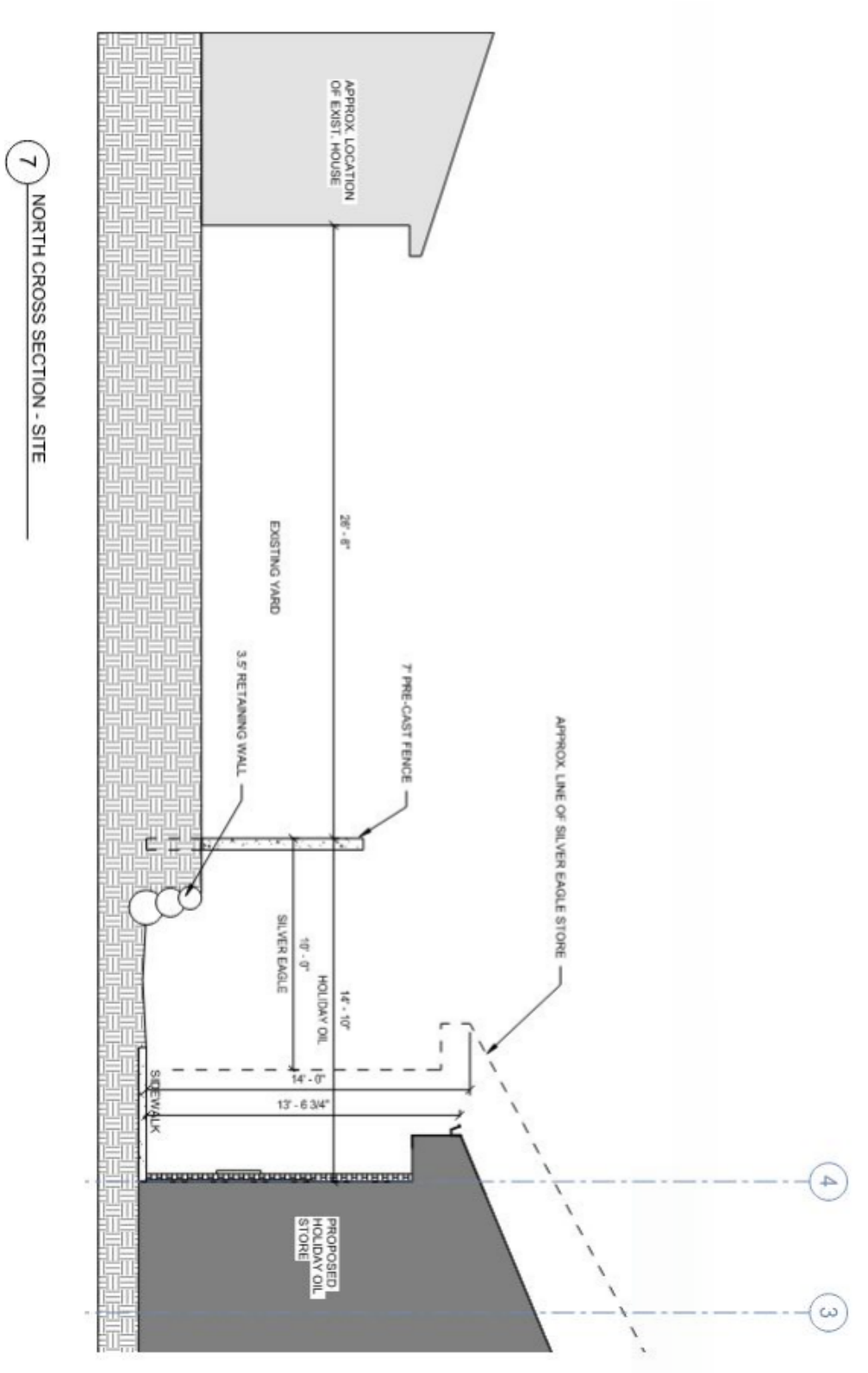
EXHIBIT A


Geneva Road
1981 S
868 W
2000 South


1953 S
871 W
861 W
849 W
835 W
PD43
Geneva Road
C2
1981 S
868 W
R8


Amended Concept Plan following
Planning Commission
OREM
HOLIDAY OIL
2000 SOUTH GENEVA ROAD
OREM, UTAH
SITE PLAN
C200
1950 SOUTH STREET
(PUBLIC STREET)
2000 NORTH STREET (PROVO)
2000 SOUTH STREET (OREM)
(PUBLIC STREET)
GENEVA ROAD
(STATE HIGHWAY 114)
PROPOSED C-STORE
PROPOSED FUEL TANKS
PROPOSED CANOPY & DISPENSERS
EXIST. BLDG
DENIS E. & NANCY M. GROO
PAYTON CROSSING SUBDIVISION
ZACHARIAH LEE & CARLYN PRICE
LOT 16
CONNIE M. & JOHN M. PORTER
LOT 17
STONEY K. & KATHERYN M. DAVIDSON
LOT 18
ARMADA A. & JEREMY PETERSON
LOT 15
DRIVE THRU
DRIVE
ENSIGN
SANDY
RICHFIELD
LAYTON
TOOELE
WWW.ENSIGNENG.COM
GENERAL NOTES
SITE SUMMARY TABLE
HORIZONTAL GRAPHIC SCALE

Amended Landscape Plan
following Planning Commission
1950 SOUTH STREET
(PUBLIC STREET)
2000 NORTH STREET (PROVO)
2000 SOUTH STREET (OREM)
GENEVA ROAD
DRIVE THRU
PROPOSED FUEL TANKS
PROPOSED CANOPY (8 DISPENSERS)
PROPOSED C-STORE
DENIS E. & NANCY M. GROD
AMANDA & JEREMY PETERSON LOT 15
ZACHARIAH LEE & CARLYN PRICE LOT 16
CONNIE M. & JOHN M. PORTER LOT 17
SYDNEY K. & BRONSON M. CAMERON LOT 18
PAYTON CROSSING SUBDIVISION
BENCHMARK
OREM
HOLIDAY OIL
2000 SOUTH GENEVA ROAD
OREM, UTAH
L100
LANDSCAPE PLAN
HORIZONTAL GRAPHIC SCALE
ENSIGN
SANDY
LAYTON
TOOELE
CEDAR CITY
RICHFIELD
WWW.ENSIGNENG.COM



7 NORTH CROSS SECTION - SITE

PROPOSED C-STORE
PROPOSED CANOPY & DISPENSERS
PROPOSED FUEL TANKS
EXIST. BLDG
2000 NORTH STREET (PROVO)
2000 SOUTH STREET (OREM)
PUBLIC STREET
GENEVA ROAD
(UDOT CONTROLLED)
1939 SOUTH STREET
PUBLIC STREET
DRIVE THRU
DRIVE THRU
DRIVE THRU
AMANDA & JEREMY PEETERSON
LOT 15
ZACHARIAH LEE & CARLYN PRICE
LOT 16
CONNIE M. & JOHN M. PORTER
LOT 17
SYDNEY K. & BRONSON R. DAMERON
LOT 18
DENIS E/& NANCY M. GROD
PAYTON CHRISTIANSEN/BRONSON
PARKING CALCULATION SUMMARY (TOTAL):
HORIZONTAL GRAPHIC SCALE
811
BENCHMARK
OREM
HOLIDAY OIL
2000 SOUTH GENEVA ROAD
OREM, UTAH
PHOTOMETRIC PLAN
PH100
ENSIGN
THE STANDARD IN ENGINEERING
SANDY
45 W 10000 S, Suite 500
Phone: 801.255.0529
LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983
WWW.ENSIGNENG.COM

CITY OF OREM

CITY COUNCIL MEETING

AUGUST 1, 2023

REQUEST:	RESOLUTION - Place Renewal of Care Tax on Ballot
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

RESOLUTION NO. _____

A RESOLUTION OF THE OREM CITY COUNCIL (1) PLACING AN OPINION QUESTION ON THE NOVEMBER 21, 2023, MUNICIPAL GENERAL ELECTION BALLOT AS TO WHETHER OR NOT THE CITY OF OREM SHOULD RENEW A CITYWIDE LOCAL SALES AND USE TAX OF 1/10 OF 1% TO FUND CITY-OWNED RECREATIONAL AND CULTURAL FACILITIES, THE ONGOING OPERATING EXPENSES OF CITY-OWNED RECREATIONAL FACILITIES, AND THE ONGOING OPERATING EXPENSES OF PRIVATE, NON-PROFIT CULTURAL ORGANIZATIONS IN OREM; AND (2) APPROVING THE BALLOT TITLE AND PROPOSITION

WHEREAS, Utah Code (Section 59-12-1401, *et. seq.*) authorizes a city to submit an opinion question to its voters as to whether or not the city should enact a local sales and use tax of 1/10 of 1% to fund recreational facilities and cultural organizations in the city (referred to as "Cultural Arts and Recreation Enrichment or CARE Tax"); and

WHEREAS, a city may not enact a Cultural Arts and Recreation Tax if the county in which the city is located has either enacted a county-wide Cultural Arts and Recreation Tax or has declared its intent to submit an opinion question to county voters as to whether the county should enact a county-wide Cultural Arts and Recreation Tax; and

WHEREAS, Utah County has not enacted a county-wide Cultural Arts and Recreation tax; and

WHEREAS, the City of Orem submitted to Utah County a notice of its intent to submit the CARE Tax opinion question to Orem voters; and

WHEREAS, the Utah County Board of County Commissioners, in a Resolution dated May 24, 2023 (Utah County Resolution No. 2023-539), indicated that it did not intend to enact a county-wide Cultural Arts and Recreation Tax; and

WHEREAS, a copy of Utah County's Resolution is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS the Orem City Council desires to proceed with the CARE Tax renewal election.

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

1. The Orem City Council hereby agrees to submit an opinion question to Orem residents as to whether or not the City of Orem should enact a local sales and use tax of 1/10 of 1% (referred to as a "Cultural Arts and Recreation Enrichment or CARE Tax") on transactions located within the City of Orem to fund city-owned recreational and cultural facilities, the ongoing operating expenses of city-owned recreational facilities, and the ongoing operating expense of private non-profit cultural arts programs in the City of Orem. The opinion question shall be placed on the ballot for the City of Orem's November 21, 2023, Municipal General Election. The Orem Council specifically determines that it will not use the CARE Tax revenues to fund zoological facilities, botanical organizations, or zoological organizations.

2. The Orem City Council hereby approves the ballot title and proposition to be used for the CARE Tax election, which shall be in substantially the same form and language as set forth on Exhibit "B". Exhibit "B" is attached hereto and incorporated herein by reference.

3. The City Council expresses its intent that CARE funding will be allocated approximately 50% to recreation and 50% to cultural arts over the ten year life of the CARE program.

4. The City Council expresses its intent to maintain a citizens' CARE Tax Advisory Commission to make recommendations to the City Council regarding how CARE funding should be allocated. The CARE Tax Advisory Commission will actively seek input from recreational organizations, cultural arts organizations and citizens, and will consider priorities outlined in the Strategic Plans of the Recreation Advisory Commission and the Orem Arts Council, before making its recommendations to the City Council.

5. The Mayor and City staff are hereby authorized to take all steps and to sign any documents necessary to place the CARE Tax opinion question on the November 21, 2023, Municipal General Election ballot.

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

7. This Resolution shall become effective immediately upon adoption.

PASSED and APPROVED this 1st day of August, 2023.

David A. Young, Mayor

ATTEST:

Teresa McKitrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐

Resolution No. 2023 - 539

RESOLUTION DECLARING UTAH COUNTY'S INTENT TO NOT IMPOSE A TAX UNDER PART 7, COUNTY OPTION FUNDING FOR BOTANICAL, CULTURAL, RECREATIONAL AND ZOOLOGICAL ORGANIZATIONS OR FACILITIES

WHEREAS, on the 15th day of May 2023, Utah County received notice from Teresa McKitrick, Orem City Recorder, of Orem City declaring Orem City's intent to submit an opinion question to Orem City residents regarding the imposition of a city-wide tax to fund cultural, recreational, and zoological facilities, and botanical, cultural, and zoological organizations ("RAP tax") in Orem City; and

WHEREAS, Utah Code Section 59, Chapter 12, Part 14 requires that before a city submits an opinion question to its voters regarding the imposition of a RAP tax, that it must first submit to the county legislative body a written notice of its intent to submit the question to the city's voters ("Notice"); and

WHEREAS, Utah Code Section 59, Chapter 12, Part 14 requires the county legislative body, in response to a city's Notice, to provide the city legislative body within sixty (60) days of its receipt of the city's Notice, either a resolution indicating the county is not seeking to impose a RAP tax, or a written notice that the county will submit an opinion question to the residents of the county regarding the imposition of a RAP tax; and

WHEREAS, the Board of County Commissioners of Utah County, Utah, has determined that it is not in the best interest of Utah County at this time to submit an opinion question to the County's voters regarding the imposition of a County-wide RAP tax; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Utah County, Utah, as the legislative body of Utah County, that:

Utah County, in accordance with Utah Code Section 59, Chapter 12, Part 14 is not seeking to impose a tax under Utah Code Section 59, Chapter 12, Part 7 entitled County Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities,

APPROVED AND ADOPTED this 24th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

DocuSigned by:

AMELIA POWERS GARDNER, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: DocuSigned by: Alice Black 2937075D91C74DB... Deputy Clerk

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: DocuSigned by: Paul Jones D43AE5683704DE... Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS, UTAH COUNTY, UTAH	VOTE YEA	NAY
AMELIA POWERS GARDNER, CHAIR	X	
BRANDON GORDON, COMMISSIONER	X	
THOMAS V. SAKIEVICH, COMMISSIONER	X	

Exhibit "B"

Official Sample Ballot for the City of Orem, Utah County, Utah
Municipal General Election
November 7, 2023
/s/ Teresa McKitrick
City Recorder

TITLE

Proposal to Renew Orem's Cultural Arts and Recreation Enrichment (CARE) Tax for Ten Additional Years

PROPOSITION

Shall the City of Orem, Utah, be authorized to impose a 0.1% sales and use tax for:

- City-owned recreational and cultural facilities; and
- Ongoing operating expenses of city-owned recreational facilities; and
- Ongoing operating expenses of private non-profit cultural organizations?

The proposed CARE Tax would be collected at the rate of 1 cent for every $10 spent in Orem and may be used for purposes such as:

Parks	Live Theater
Playing Fields	Symphonies
Trails	Operas
Bike Paths	Ballet/Dance Companies
Splash Pads	Choral Groups