



CITY OF OREM  
CITY COUNCIL MEETING  
56 North State Street, Orem, Utah  
April 28, 2026

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

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

1. WORK SESSION ITEMS

While this is a public meeting, we kindly ask that only presenters and individuals specifically invited by the Mayor or City Council speak or ask questions. This helps us conduct the City's business in an efficient and orderly manner. If you would like to make a comment on an issue, please do so during the Public Appearances portion of the regular meeting. This ensures that your comment is properly addressed and documented for the official record. Please keep side conversations to a minimum as it interferes with the audio recording.

**1.1 CEREMONY - Plant Freedom Tree (30 min)**

**1.2 PRESENTATION - BUDGET - IT and General Operations (60 min)**

*Presenter: Brandon C. Nelson, CPA, Finance Director; Stephen Cannon, Information Security Office; Carlo Okolowitz, IT Director; McKay Barton, Software Development Project Manager; Sara Peel, Software Development Project Manager*

**1.3 PRESENTATION - Short Term Rentals (75 min)**

*Presenter: D. Jacob Summers, Deputy City Attorney*

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 REPORTS - LaNae Millett and Quinn Mecham**

3. AGENDA REVIEW & PREVIEW OF UPCOMING AGENDA ITEMS

The City Council will review the items on the agenda.

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

4. CALL TO ORDER

5. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION

6. PLEDGE OF ALLEGIANCE: BY INVITATION

7. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

**7.1 PRESENTATION - Legislative Report**

*Presenter: Keven Stratton, Utah State Senator*

**7.2 PRESENTATION - Green Grant Award**

*Presenter: Blake Leonelli, Public Sector Solutions Manager, Waste Management of Utah*

**7.3 PRESENTATION - Arbor Day Proclamation and Video**

*Presenter: Bradley Day, Community & Sustainability Officer*

**7.4 PRESENTATION - Fire Appreciation Day (May 4)**

*Presenter: Marc Sanderson, Fire Chief*

**7.5 PRESENTATION - National Drinking Water Week (May 3-9)**

*Presenter: Chris Tschirki, Public Works Director*

**7.6 PRESENTATION - UCMA Awards for Traffic Tiger Team and Jennica Jones, Strategy and Innovations Manager**

*Presenter: Keri Rugg, Deputy City Manager*

8. CONSENT ITEMS

**8.1 APPROVAL OF MEETING MINUTES**

March 10, 2026, April 14, 2026, and April 15, 2026 (Joint Timpanogos School District Meeting)

**8.2 APPOINTMENT - Recreation Advisory Commission**

*Presenter: Stephanie Whyte and Crissa Robertson*

9. PERSONAL APPEARANCES – 15 MINUTES

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

10. SCHEDULED ITEMS

**10.1 PUBLIC HEARING - Orem Community Development Block Grant (CDBG) Annual Action Plan and Proposed Budget**

*Presenter: Taylor Draney, MAG*

**10.2 PUBLIC HEARING — RESOLUTION — Declaring Certain Parcels of Real Property Located in the Vicinity of 1020 South 2300 West as Surplus and Authorizing the Execution of an Agreement with the State of Utah to Convey the Surplus Parcels to the State in Exchange for a Lease of a Portion of the Properties to the City for a Period of 99 Years**

*Presenter: Ryan Clark, Assistant City Manager, Steve Earl, City Attorney, Luke Peterson, Utah Lake Authority and Sam Braeggar, Utah Lake Authority*

I move that the City Council, by resolution, declare certain parcels of real property located in the vicinity of 1020 South 2300 West as surplus and authorize the execution of an agreement with the State of Utah to convey such properties to the State of Utah in exchange for a lease of a portion of the properties to the City for a period of 99 years.

OR

I move that the City Council deny the request to declare certain parcels of real property located in the vicinity of 1020 South 2300 West as surplus.

**10.3 PUBLIC HEARING - ORDINANCE — Request to Amend Portions of Article 22-6-8 of the Orem City Code Relating to Allowable Height of Primary Buildings in Single-Family Residential Zones.**

*Presenter: Jared Hall, Planning Manager*

I move to approve or deny by ordinance the proposed amendments to Article 2-6-8 of the Orem City Code relating to allowable height for primary buildings in single-family residential zones.

11. FINANCIAL ITEMS

This item is for information purposes only. Find the financial statement in the City Council meeting packet.

**11.1 Financial Summary**

February 2026 and March 2026

12. CITY MANAGER INFORMATION ITEMS

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

13. 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](http://orem.org)**



**CITY OF OREM  
CITY COUNCIL  
MEETING  
APRIL 28, 2026**

<b>REQUEST:</b>	PUBLIC HEARING - Orem Community Development Block Grant (CDBG) Annual Action Plan and Proposed Budget
<b>APPLICANT:</b>	
<b>NOTICES:</b>	There is a public comment from April 13, 2026 to May 14, 2026. Notice has been published on the State website, City website and in the City Hall lobby.
<b>SITE INFORMATION:</b>	
<b>PREPARED BY:</b>	Bradley Day

**REQUEST:**

This is a public hearing only. The CDBG Annual Action Plan and proposed budget will be presented for approval at a May City Council meeting.

**BACKGROUND:**

Orem City will hold a public hearing to consider feedback on the Orem CDBG Annual Action Plan, which outlines community needs and potential community funding priorities for the program year July 1, 2026, through June 30, 2027. The amount of CDBG funds for this program year will be discussed along with the range of projects eligible.

**RECOMMENDATION:**

Open a public hearing for the public to comment.



**CITY OF OREM  
CITY COUNCIL  
MEETING  
April 28, 2026**

<b>REQUEST:</b>	RESOLUTION – DECLARING CERTAIN PROPERTIES AS SURPLUS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF UTAH, BY AND THROUGH THE DIVISION OF FIRE, FORESTRY AND STATE LANDS TO CONVEY SAID PROPERTIES TO THE STATE IN EXCHANGE FOR A LEASE OF A PORTION OF THE PROPERTIES TO THE CITY FOR A PERIOD OF 99 YEARS
<b>APPLICANT:</b>	
<b>NOTICES:</b>	
<b>SITE INFORMATION:</b>	
<b>PREPARED BY:</b>	Ryan Clark

**REQUEST:**

To approve a Resolution of the Orem City Council declaring certain properties as surplus and authorizing the execution of an agreement with the State of Utah, by and through the Division of Fire, Forestry and State Lands to convey said properties to the State in exchange for a lease of a portion of the properties to the City for a period of 99 years.

**BACKGROUND:**

As part of the development of Sleepy Ridge Golf Course in 2003, Charles Garner conveyed the subject parcels identified by Utah County parcel numbers 18:022:0006, 18:023:0018, 18:026:0077, and a majority portion of 18:023:0003 to the City of Orem by quit claim deed and special warranty deed. The subject parcels are lakeward of the 1856 Meander Line which means that the United States of America, by way of the Bureau of Reclamation (BOR), owns the parcels.

Research completed by the State of Utah and by the City of Orem failed to locate a patent from the United States for any part of the subject parcels contained within the land claimed by BOR, and therefore, Charles Garner may not have had an interest to convey to Orem in 2003.

Completing this proposed land transaction will clear up title issues. Once the State of Utah has cleared the title on these parcels and other parcels that they are working on, the BOR has preliminary approved a transfer of their rights to the property below the 1856 Meander Line to the State of Utah. The Walkara Way trail project can then move forward. Additionally, the State of Utah has committed to providing to the City of Orem a 99-year Lease to allow Orem to continue operations on the land located below the 1856 Meander Line.

The purpose of the Lease shall be for Orem (and/or Orem’s lessees or assigns) to maintain the existing golf course and for the installation, maintenance and use of future trail connections, trailhead and associated amenities, utilities, and facilities for the Walkara Way Trail which is to be constructed on the BOR Donation land, and for the installation, maintenance and use of facilities or utilities related to other trails, open space, or public recreational uses. Additionally, the purpose of the Lease shall be for Orem to operate, upgrade, replace and maintain the existing storm water and sewer

utilities located within the proposed Lease area, including the existing sewer effluent outfall utility line and the existing Springwater sewer lift station. The Lease will prohibit uses which may be incompatible with the purpose of the Lease. Because the Lease will be issued as part of the settlement and resolution of the ongoing landownership dispute, the Division shall not charge Orem a rental fee for the Lease. The Lease term shall be for a term of 99 years, if Orem continues to maintain and utilize the leased premises for the purposes described herein.

**COUNCIL ACTION:**

Motion to Approve

I move that the City Council APPROVE the Resolution of the Orem City Council declaring certain properties as surplus and authorizing the execution of an agreement with the State of Utah, by and through the Division of Fire, Forestry and State Lands to convey said properties to the State in exchange for a lease of a portion of the properties to the City for a period of 99 years.

Motion to Deny

I move that the City Council DENY the Resolution of the Orem City Council declaring certain properties as surplus and authorizing the execution of an agreement with the State of Utah, by and through the Division of Fire, Forestry and State Lands to convey said properties to the State in exchange for a lease of a portion of the properties to the City for a period of 99 years.

Motion to Continue

I move that the City Council CONTINUE this item to the meeting of [Insert Date], to allow for [insert reason]."

***CITY OF OREM***  
***NOTICE OF PROPOSED DISPOSITION OF***  
***SURPLUS REAL PROPERTY***

Notice is hereby given that the Orem City Council will consider declaring four parcels of real property to be surplus and authorizing the disposition of such properties to the State of Utah, by and through the Division of Fire, Forestry, and State Lands. The subject properties and their current uses are described below:

<u>Approximate Address</u>	<u>Approximate Size</u>	<u>Utah County Parcel Number</u>	<u>Current Zoning</u>	<u>Current Use</u>
1) 1020 S 2300 W	27.64 acres	18:022:0006	RA-5	golf course/open space
2) 1050 S 2040 W	2.04 acres	18:023:0003	RA-5/PF	golf course/open space
3) 1020 S 2150 W	0.75 acres	18:023:0018	RA-5	golf course
4) 1080 S 1920 W	0.30 acres	18:026:0077	PF	golf course

(RA-5 = Utah County Residential Agricultural 5 zone; PF = Orem Public Facility zone)

Interested parties are invited to comment on this proposed disposition at a public meeting of the Orem City Council to be held on Tuesday, April 28, 2026, at 6:00 P.M. in the Orem City Council chambers located at 56 North State Street, Orem, Utah.

A RESOLUTION OF THE OREM CITY COUNCIL DECLARING CERTAIN PROPERTIES AS SURPLUS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF UTAH, BY AND THROUGH THE DIVISION OF FIRE, FORESTRY AND STATE LANDS TO CONVEY SAID PROPERTIES TO THE STATE IN EXCHANGE FOR A LEASE OF A PORTION OF THE PROPERTIES TO THE CITY FOR A PERIOD OF 99 YEARS

WHEREAS the City owns four parcels of property (hereinafter collectively the "Properties") located in the vicinity of 1020 South 2300 West which parcels are listed and described below:

Approximate Address	Approximate Size	Utah County Parcel Number	Current Zoning	Current Use
1) 1020 S 2300 W	27.64 acres	18:022:0006	RA-5	golf course/open space
2) 1050 S 2040 W	2.04 acres	18:023:0003	RA-5/PF	golf course/open space
3) 1020 S 2150 W	0.75 acres	18:023:0018	RA-5	golf course
4) 1080 S 1920 W	0.30 acres	18:026:0077	PF	golf course

(RA-5 = Utah County Residential Agricultural 5 zone; PF = Orem Public Facility zone); and

WHEREAS the Properties lie below the Utah Lake 1856 Meander Line: and

WHEREAS title to lands lying below the Meander Line was originally vested in the United States of America; and

WHEREAS the City cannot trace its chain of title in the Properties back to any federal patent conveying title to any of the City's predecessors in interest in the Properties and it appears that no federal patent was ever issued to convey title to the Properties; and

WHEREAS there is therefore a significant question as to the validity of the City's title to the Properties; and

WHEREAS the federal government has expressed a willingness to convey its interest to the lands lying below the Meander Line, including the Properties, to the State; and

WHEREAS the State has expressed an interest in accepting the conveyance of the properties lying below the Meander Line and in using and maintaining such properties for recreational and open space uses; and

WHEREAS in order to resolve any questions about title to the Properties, the State desires to have the City quit claim its interest in the Properties to the State; and

WHEREAS in exchange for the quit claim of the Properties to the State, the State is willing to enter into an agreement with the City to allow the City to occupy and use a portion of the Properties under a lease (the “Lease”) of 99 years; and

WHEREAS a copy of the Lease is attached hereto as Exhibit “A” and by reference is made a part hereof; and

WHEREAS a portion of the Properties is currently occupied and used by the Sleepy Ridge Golf Course and a part is also used as an outfall area for the Orem wastewater treatment plant; and

WHEREAS the Lease would also allow the City to use a portion of the Properties to develop a trailhead to provide access to the future Walkara Way Project which will provide a significant amenity to the citizens of Orem; and

WHEREAS Section 2-7-10 of the Orem City Code provides that the City Council may declare any City-owned significant parcel of real property to be surplus and the City may dispose of such property after allowing an opportunity for public comment on the proposed disposition and giving reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment; and

WHEREAS the City Council provided an opportunity for public comment on the proposed disposition at a public meeting held on April 28, 2026; and

WHEREAS the City has provided reasonable notice of the proposed disposition at least 14 days before the public meeting referenced above in accordance with Orem City Code Section 2-7-10(D).

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

1. The City Council of the City of Orem hereby declares the following parcels of real property to be surplus:

Approximate Address	Approximate Size	Utah County Parcel Number	Current Zoning	Current Use
1) 1020 S 2300 W	27.64 acres	18:022:0006	RA-5	golf course/open space
2) 1050 S 2040 W	2.04 acres	18:023:0003	RA-5/PF	golf course/open space
3) 1020 S 2150 W	0.75 acres	18:023:0018	RA-5	golf course
4) 1080 S 1920 W	0.30 acres	18:026:0077	PF	golf course

2. The City Council hereby finds that conveyance of the properties listed above to the State of Utah, by and through the Division of Fire, Forestry and State Lands in exchange for a lease by the State to the City of a portion of the Properties pursuant to a 99 year lease, is in the best interest of the City and the City Council hereby authorizes said conveyance and further

authorizes the execution of the Lease by the Mayor in substantially the form shown in Exhibit “A”.

3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 28th day of April, 2026.

\_\_\_\_\_  
Karen McCandless, Mayor

ATTEST:

\_\_\_\_\_  
Teresa McKitrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Karen McCandless	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Lambson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jenn Gale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quinn Mecham	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LaNae Millett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Killpack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal Muhlestein	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

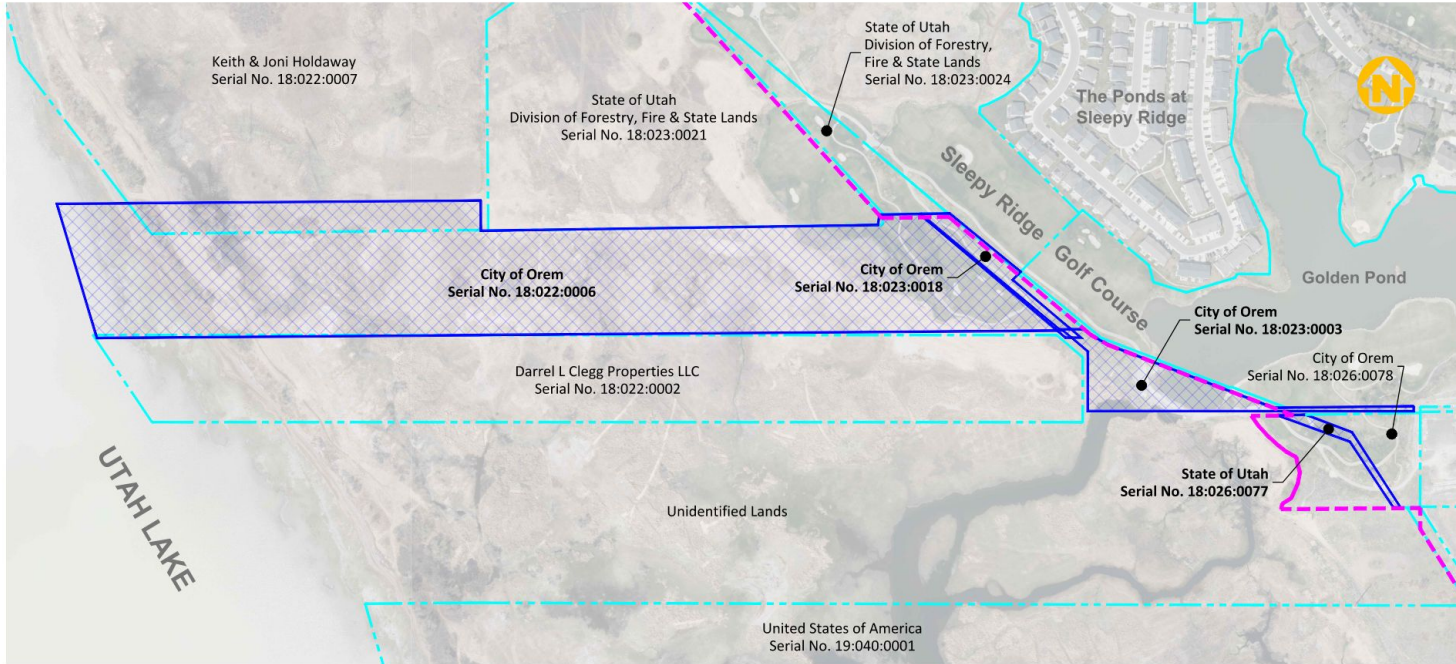




# **Declaration of Surplus Property and Proposed Disposition to the State**

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April 28, 2026



- Affected Parcels of Land currently in the name of City of Orem (or with potential interest)
- - - - Parcels of Land currently in the name of Others
- - - - City of Orem Municipal Boundary



FAMILY CITY USA

99-year lease allowing:

- Maintenance of the existing golf course
- Installation, maintenance and use of future trail connections, trailhead and associated amenities, utilities, and facilities for the Walkara Way Trail
- Installation, maintenance, and use of facilities or utilities related to other trails, open space, or public recreational uses
- Operate, upgrade, replace and maintain the existing storm water and sewer utilities including the existing sewer effluent outfall utility line and existing Springwater sewer lift station



Orem City - FFSL Agreement  
Proposed FFSL Lease to Orem

- - - Utah Lake Meander Line
- Future Lease approx. extent
- Utah County Parcels

This map is a generalized depiction of various approximate boundaries, both actual and proposed. No guarantee of accuracy is expressed or implied.

Produced: 7/3/2025  
Utah Division of Forestry, Fire and State Lands



FAMILY CITY USA

# Future State Land Lease





**Orem City - FFSL Agreement**  
 Proposed Orem Quitclaim to FFSL  
 Proposed FFSL Lease to Orem

- Utah Lake Meander Line
- Parcels involved in Quitclaim
- Portion of Quitclaim Parcels below Meander Line
- Future Lease approx. extent
- Utah County Parcels

This map is a generalized depiction of various approximate boundaries, both actual and proposed. No guarantee of accuracy is expressed or implied.

Produced: 7/3/2025  
 Utah Division of Forestry, Fire and State Lands



FAMILY CITY USA

**Area to be Leased to the City**

## CONDITIONAL PROPERTY TRANSFER AND RELEASE AGREEMENT

This Conditional Property Transfer and Release Agreement (“**Agreement**”) is entered into upon the date of the last signature (“**Effective Date**”) by and between the State of Utah, by and through its Division of Forestry, Fire and State Lands (“**Division**” or “**State**”) and the City of Orem (“**Orem**”). The Division and Orem City are referred to collectively as the “**Parties**” and individually as a “**Party**.”

### RECITALS

WHEREAS, Orem is the current owner of record of certain parcels of real property located in Utah County, identified as Utah County Parcel Nos. 18:022:0006, 18:023:0018 and 18:023:0003 (the “**Parcels**”).

WHEREAS, Orem was named as landowner defendant and the Division as the plaintiff in *Utah v. United States*, Civil No. 2:97-cv-0927 before the United States District Court, District of Utah (the “**Suit**”).

WHEREAS, to resolve the Suit between the Parties, on August 8, 2000, the City of Orem executed a quitclaim deed conveying its interest in and to the land of the bed of Utah Lake located below the meander line, (“**Quitclaim Deed**”), attached hereto as “**Exhibit A**.” The Quitclaim Deed was recorded with Utah County on August 8, 2000 as entry number 61948.

WHEREAS, the Quitclaim Deed is “[s]ubject to certain conditions and limitations as set forth in the Agreement of Stipulation and Compromise entered into by the above-named parties.” However, as of the date of this Agreement, neither Party can locate a fully executed Agreement of Stipulation and Compromise, so it is possible one was never signed by both Parties.

WHEREAS, in August of 2003, Charles Garner conveyed the Parcels to Orem City by quitclaim deeds and special warranty deed.

WHEREAS, on April 13, 2011, the Division and the United States of America executed and filed with the Court a “Stipulation for Final Settlement and Dismissal of All Claims Between the State of Utah and the United States of America” (“**USA Stipulation**”), attached hereto as “**Exhibit B**.”

WHEREAS, the USA Stipulation resulted in a settlement of the boundary between Division-managed Utah Lake sovereign land and federally owned upland in the area known as “Powell Slough” which includes all or portions of the Parcels.

WHEREAS, the Division has received an offer to accept a donation of the federal land upland of the USA Stipulation and lakeward of the 1865 Meander Line from the United States Bureau of Reclamation (“**BOR**”) (the “**BOR Donation**”) but wishes to enter into this Agreement to avoid future litigation or conflict regarding ownership of the Parcels.

WHEREAS, in furtherance of the potential BOR Donation and in preparation for the expenditure of funds related to the Walkara Way Project, which includes the proposed construction of the

Walkara Way Trail, the Division obtained a litigation guarantee on properties within the Powell Slough area, including the Parcels, in March 2022.

WHEREAS, the title search report found that the United States owns the land upland of the boundary settlement line reached with the State in 2011 and lakeward of the 1856 Meander Line, including all of Parcel No. 18:022:0006 and a portion of Parcel No. 18:023:0003.

WHEREAS, the Parties acknowledge that they have been unable to locate a patent from the United States for any part of the Parcels contained within the land claimed by BOR, and that Orem's interest in all or a portion of the Parcels at the time the Quitclaim Deed was executed is questionable. Further, the Parties acknowledge that it does not appear that either Charles Garner, or his predecessors had a patent from the United States for any part of the Parcels contained within the land claimed by BOR, and therefore, Charles Garner may not have had an interest to convey to Orem in 2003.

WHEREAS, the Division has title to Parcel Nos. 18:023:0021 and 18:023:0024, lying below the 1856 Meander Line.

WHEREAS, the Parties now desire to resolve any outstanding or future claims regarding the Parcels as between the Parties under the following terms and condition.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Release Orem's Claims to the Parcels and Ownership of the Parcels.** Subject to the condition subsequent set forth in Paragraph 4 below, Orem will assign, convey and transfer any interest or claims to ownership of Parcel No. 18:022:0006, Parcel No. 18:023:0018, Parcel No. 18:026:0077, and the portion of Parcel No. 18:023:0003 lying below the 1856 Meander Line, to the Division. Within thirty (30) days of receipt of the notice described in Paragraph 4, Orem shall execute a quitclaim deed conveying the Parcels substantially in the same form as "**Exhibit C**", attached hereto. The Division shall promptly record the quitclaim deed with Utah County. The Parcels to be conveyed from Orem City to FFSL are depicted in the map, attached hereto as "**Exhibit D.**"

1.1. **Division Lease to Orem.** As consideration for Orem executing and recording the quitclaim deed discussed in Paragraph 1 and subject to the condition subsequent set forth in Paragraph 4 below, the Division shall grant Orem a 99-year lease ("**Lease**") for the use of the area depicted and described in "**Exhibit E,**" lying within Parcel Nos. 18:023:0021 and 18:023:0024 owned by FFSL and within the BOR Donation land. The purpose of the Lease shall be for Orem (and/or Orem's lessees or assigns) to maintain the existing golf course and for the installation, maintenance and use of future trail connections, trailhead and associated amenities, utilities, and facilities for the Walkara Way Trail which is to be constructed on the BOR Donation land, and for the installation, maintenance and use of facilities or utilities related to other trails, open space, or public recreational uses. Additionally, the purpose of the Lease shall be for Orem to operate, upgrade, replace and maintain the existing storm water

and sewer utilities located within the proposed Lease area, including the existing sewer effluent outfall utility line and the existing Springwater sewer lift station. The Lease will prohibit uses which may be incompatible with the purpose of the Lease. Because the Lease will be issued as part of the settlement and resolution of the ongoing landownership dispute, the Division shall not charge Orem a rental fee for the Lease. The Lease term shall be for a term of 99 years, as long as Orem continues to maintain and utilize the leased premises for the purposes described herein.

2. **No Legal Interest.** The Parties agree that following the conveyance, transfer and assignment of its claims to ownership of the Parcels, neither Orem nor its successors in interest will have any interest in the Parcels, except for land lying upland of the BOR Donation land and except for the Lease described above.

3. **Mutual Release of Claims.** Subject to the condition subsequent set forth in Paragraph 4 below and except as otherwise provided in this Agreement, each Party hereby releases, acquits, and forever discharges the other Party, its officers, directors, agents, employees, successors, and assigns from any and all claims, demands, liabilities, obligations, actions or causes of action, whether known or unknown, arising out of or related to the Parcels, except for any action that may arise out of or related to the Lease issued by the Division to Orem or any dispute which may arise in the performance and/or enforcement of this Agreement.

4. **Condition Subsequent.** This Agreement is subject to the following condition subsequent: the BOR Donation is completed and the applicable conveyance documents are recorded with the Utah County Recorder's Office within five (5) years after the Effective Date. Within seven (7) days of receipt of the conveyance documents from BOR, FFSL shall provide notice of the same to Orem.

5. **Failure to Fulfill the Condition Subsequent.** In the event FFSL does not accept the BOR Donation and the applicable conveyance documents are not recorded with Utah County Recorder's Office within five years after the Effective Date, or by an alternative date as mutually agreed upon by the Parties, this Agreement shall automatically terminate and neither Party is required to perform its respective obligations under this Agreement.

6. **Walkara Way Project.** In the event the BOR Donation is completed, the Parties agree to work collaboratively to further the Walkara Way Project and the Division shall consult Orem City during project planning and design. In the event the BOR Donation is completed, Orem also agrees to allow the trailhead facilities, which shall be located on the land leased to Orem by the Division pursuant to Section 1.1, to be connected to Orem water and sewer services provided that such connection is reasonably feasible and practicable.

7. **No Admission of Liability.** This Agreement is not an admission of liability or wrongdoing by either Party but is entered into solely for the purpose of resolving all matters between the Parties.

8. **No Assignment.** Each Party represents and warrants that it has not assigned, transferred or purported to assign or transfer, voluntarily or involuntarily, or by operation of law, any matters or interests released pursuant to this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

11. **Amendment and Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**APPROVED AS TO FORM:**

Derek E. Brown  
Utah Attorney General

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By: Trevor Lang  
Assistant Attorney General

**STATE OF UTAH**

Division of Forestry, Fire and State Lands

\_\_\_\_\_  
By: Jamie Barnes, Director

STATE OF UTAH            )  
  )ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me Jamie Barnes, Director of the Utah Division of Forestry, Fire & State Lands, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that she executed the same on behalf of said Division.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Utah,  
County of Salt Lake

**CITY OF OREM**

\_\_\_\_\_  
By:

STATE OF UTAH            )  
  )ss.  
COUNTY OF UTAH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me, \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that she executed the same on behalf of the City of Orem.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Utah,  
County of Utah

**EXHIBIT A TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**AUGUST 8, 2000 QUITCLAIM DEED FROM OREM TO THE DIVISION**

# Quitclaim Deed

THIS DEED, Made this 8 day of August, A.D. 19<sup>2000</sup>, between

THE CITY OF OREM  
56 North State Street  
Orem, UT 84057

ENT. 61948; 2000 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Aug 08 2:49 pm FEE 0.00 BY JW  
RECORDED FOR OREM CITY

Grantor, and

THE STATE OF UTAH  
DIVISION OF FORESTRY, FIRE & STATE LANDS  
1594 West North Temple, Suite 3520  
Salt Lake City, UT 84114

Grantee,

WITNESSETH, That said CITY OF OREM, by these presents, does remise, release, sell, convey and QUITCLAIM unto the said STATE OF UTAH, DIVISION OF FORESTRY, FIRE & STATE LANDS, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the CITY OF OREM has in and to the land of the bed of Utah Lake, located west of and below the following described Meander Line lying and being in the County of Utah and State of Utah to-wit:

Commencing at the point of intersection between the northwesterly deeded boundary of a parcel described and recorded under entry #100873-97 in the Utah County Recorder's Office, and the calculated 1856 Utah Lake Meander Line as resurveyed in 1931, said point of intersection being more specifically described as being located West, 4835.89 feet and South, 396.34 feet from the East Quarter Corner of Section 20, Township 6 South, Range 2 East, SLB&M, thence the following along said Meander Line:

S 43-27-32 E, 276.04 feet;  
S 49-51-30 E, 1797.32 feet;  
S 69-23-07 E, 922.25 feet;  
S 32-49-36 E, 297.40 feet, to the intersection with the southerly

boundary of a parcel described and recorded under entry #18591-90 in the Utah County Recorder's Office.

Basis of bearing = Utah State Plane Coordinates —Nad 27-Central Zone

Subject to certain conditions and limitations as set forth in the Agreement of Stipulation and Compromise entered into by the above-named parties.



**EXHIBIT B TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**USA STIPULATION**

After recording return to:  
Michael S. Johnson  
1594 W. North Temple, #300  
Salt Lake City, Utah 84116

0  
14



ENT 126317:2017 PG 1 of 14  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Dec 19 3:22 pm FEE 0.00 BY SM  
RECORDED FOR UTAH ATTORNEY GENERAL

Michael S. Johnson (#6903)  
Assistant Attorneys General  
Mark L. Shurtleff (#4666)  
Attorney General  
Attorneys For Plaintiff  
1594 West North Temple, #300  
Salt Lake City, Utah 84116  
Telephone: (801) 538-7227  
Facsimile: (801) 538-7440

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

STATE OF UTAH, by and through its  
DIVISION OF FORESTRY, FIRE & STATE  
LANDS,

Plaintiff,

NATIONAL AUDUBON SOCIETY, et al.,

Intervenor-Plaintiffs,

vs.

UNITED STATES OF AMERICA;  
DEPARTMENT OF THE INTERIOR;  
BUREAU OF RECLAMATION; MICHAEL  
L. CONNOR, in his official capacity as  
Commissioner of the Bureau of Reclamation;  
BUREAU OF LAND MANAGEMENT;  
JUAN PALMA, in his official capacity as  
Utah State Director of the Bureau of Land  
Management; LANDOWNER  
DEFENDANTS (as named herein); JOHN  
DOE and MARY DOE, et al.,

Defendants.

**CORRECTED STIPULATION FOR  
FINAL SETTLEMENT AND DISMISSAL  
OF ALL CLAIMS BETWEEN THE  
STATE OF UTAH AND THE UNITED  
STATES OF AMERICA**

Civil No. 2:97CV0927K

Plaintiff State of Utah, by and through its Division of Forestry, Fire & State Lands (hereinafter the “STATE”), and Defendants United States of America; Department of the Interior; Bureau of Reclamation; Michael L. Connor, in his official capacity as Commissioner of the Bureau of Reclamation; Bureau of Land Management; and Juan Palma in his official capacity as Utah State Director of the Bureau of Land Management (hereinafter the “UNITED STATES), pursuant to the following terms and covenants, do hereby stipulate to the dismissal of the above-entitled matter as to all remaining claims against the UNITED STATES as contained in Plaintiff’s First Amended Complaint.<sup>1</sup> All of the STATE’s claims against the UNITED STATES, with the exception of those relating to certain portions of Powell Slough, were previously dismissed pursuant to the parties’ September 17, 2001 Stipulation For Partial Settlement of Utah Lake Boundary Between the State of Utah and the United States of America (hereinafter the “First Stipulation”). Specifically, all claims save those relating to Powell Slough Parcels 8 and 10 (as more particularly described in Paragraph I below and as depicted on the maps attached as sheets 5 through 7 of Exhibit “C” to the First Stipulation) were previously dismissed. The parties now stipulate to the dismissal of the remaining claims pertaining to Powell Slough Parcels 8 and 10.

RECITALS

A. On December 3, 1997, the STATE filed the present action under the caption State of Utah v. United States, et al., seeking to quiet title to the lands below the ordinary high water mark

<sup>1</sup> John W. Keys, III, the former Commissioner of the Bureau of Reclamation, has been replaced by Michael L. Connor, the current Commissioner of the Bureau of Reclamation, and Sally Wisely, the former Utah State Director of the Bureau of Land Management, has been replaced by Juan Palma, the current Utah State Director of the Bureau of Land Management. Therefore, Mr. Connor is automatically substituted for Mr. Keys, and Mr. Palma is automatically substituted for Ms. Wisely pursuant to Fed. R. Civ. P. 25(d)(1).

("OHWM") of Utah Lake based on the approximate location of the ordinary high water mark at the time of Utah's statehood, and to enjoin the UNITED STATES and other defendants from entering upon, possessing, or occupying said lands without the consent of the STATE. Thus, the STATE's action is for a declaratory judgment, to quiet title, and for injunctive relief.

B. The UNITED STATES' sovereignty over the area now known as the State of Utah was formally recognized by Mexico with the signing of the Treaty of Guadalupe Hidalgo on February 2, 1848, exchange of ratification on May 30, 1848, and proclamation on July 4, 1848 (9 Stat. 922).

C. Utah Lake is a natural body of water located wholly within Utah County, State of Utah, and said Lake was navigable on July 4, 1848, and at all subsequent times up to and including January 4, 1896, when the STATE was admitted into the Union of the United States. Utah Lake has at all times since been navigable, and is now a navigable body of water.

D. Under the equal footing doctrine, the UNITED STATES holds the lands under navigable waters in the Territories in trust for the future states, and a state acquires title to such lands upon entering the Union on an "equal footing" with the original Thirteen States. Pollard's Lessee v. Hagan, 3 How. 212 (1845).

E. At the date of Utah's statehood, by virtue of its Enabling Act (Act of July 16, 1894, 28 Stat. 107) and its admission into the Union on an equal footing with the original Thirteen States, the STATE became the owner in a sovereign and proprietary capacity of the beds of all navigable lakes and streams located within the exterior boundaries of the STATE. Therefore, at the date of statehood, the STATE became the owner, has ever since been the owner, and now is the owner of the entire bed of Utah Lake, and also is the owner of all natural

resources associated therewith or located therein.

F. The STATE and the UNITED STATES previously litigated, as between themselves, the ownership of the bed of Utah Lake in Utah Division of State Lands v. United States, 482 U.S. 193 (1987), in which the United States Supreme Court held that "Utah Lake is a navigable body of freshwater covering 150 square miles," id. at 198, and that under the equal footing doctrine the "bed of Utah Lake passed to Utah upon that State's entry into statehood on January 4, 1896." Id. at 209.

G. The sovereign lands that a state acquires under the equal footing doctrine consist of those lands which lie below the OHWM of the navigable bodies of water in the state at statehood. See Shively v. Bowlby, 152 U.S. 1 (1894). Thus, the sovereign lands in the bed of Utah Lake acquired by the STATE pursuant to the equal footing doctrine are those lands lying below the OHWM of Utah Lake upon the STATE'S admission to the Union. However, neither the United States Supreme Court nor any courts of the STATE have determined the OHWM of Utah Lake at the time of statehood and, thus, the exact location of the boundary of the bed of Utah Lake as it existed at that time had likewise not been determined prior to the filing of this lawsuit.

H. The United States Surveyor General caused certain surveys to be made of the bed of Utah Lake between 1856 and 1878, in which the respective surveyors were instructed to locate and document the approximate position of the OHWM of the bed of Utah Lake at the time of their survey. The OHWM descriptions resulting from the information gathered through these surveys are referred to as "Meander Lines." Over the majority of the shoreline of Utah Lake, the Meander Lines developed by the 1856 survey and later surveys in the 1870s are identical and

matching. With respect to Powell Slough Parcels 8 and 10, which are more fully described below, however, the 1856 (Craig) Meander Line and later 1874 (Stewart) Meander Line diverge, with the 1874 Meander Line lying on the western (lakeward) side of those Parcels, and the 1856 Meander Line lying on the eastern (upland) side.

I. The area lying between the 1856 and 1874 meander lines (including Powell Slough Parcels 8 and 10) was surveyed and platted by the UNITED STATES in connection with the survey of the 1874 Meander Line, and is generally referred to herein as the "Powell Slough". A small fraction of the area so surveyed and platted was patented by the United States to private individuals prior to Utah's statehood. However, the platted and surveyed lands comprising Powell Slough Parcels 8 and 10, which constitute nearly all of the Powell Slough, were never patented by the United States. These lands are described as follows:<sup>2</sup>

PARCEL NO. 8: That property known as the "POWELL SLOUGH PARCEL 8," which consists of the following properties located in T6S R2E, SLB&M: Section 18, Lot 5; Section 19, Lots 3, 4, 5, 6 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; Section 20, Lots 5, 6, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; Section 28, Lot 4; Section 29, Lots 3, 4, 5, 6, 7, 8, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; Section 30, Lot 1; and Section 32, Lot 1, less that 2.62 acre parcel known as the "UDOT Parcel" located west of the Orem City Business Park in the NE $\frac{1}{4}$  of Section 29, Township 6 South, Range 2 East, SLB&M, identified as "Parcel 9" in the First Stipulation, and more particularly described in Exhibit "B" to the First Stipulation.

PARCEL NO. 10: That property known as the "POWELL SLOUGH PARCEL 10," which consists of the following properties located in T6S R2E, SLB&M: Lots 6 and 11 and SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 33; Lot 2 of Section 32.

The United States claims in this lawsuit that Powell Slough Parcels 8 and 10 constitute uplands above and adjacent to the OHWM, in which the United States retains title and interest. The

<sup>2</sup> The legal description of Parcel 8 contained in the First Stipulation included a minor clerical error and, as a result, appeared to include and overlap Parcel 9. The description of Parcel 8 set forth above supersedes the description of Parcel 8 in the First Stipulation, corrects this error and clarifies that Parcel 8 does not include the area covered by Parcel 9. Similarly, the legal description of Parcel 10 herein supersedes the description of Parcel 10 in the First Stipulation and corrects a minor clerical error regarding Parcel 10 in the First Stipulation.

STATE claims conversely that Powell Slough Parcels 8 and 10 were below the OHWM of Utah Lake as of statehood and hence vested in the STATE at statehood, despite the fact those parcels were surveyed and platted in connection with the survey of the 1874 Meander Line. Thus, the STATE and UNITED STATES dispute ownership of Powell Slough Parcels 8 and 10.

J. On September 17, 2001, the STATE and the UNITED STATES signed the First Stipulation in settlement of all of their competing claims to the lands at issue in this lawsuit save Powell Slough Parcels 8 and 10. On September 18, 2001, the Court entered its Order Approving and Ratifying Stipulation for Partial Settlement of Utah Lake Boundary Between the State of Utah and the United States of America. With respect to all lands adversely claimed by the UNITED STATES and the STATE lying below the 1856 Meander Line save Powell Slough Parcels 8 and 10, the September 18, 2001 Order quieted title to the so-called Reclamation Parcel (more fully described as "Parcel 14" in paragraph 8 of the First Stipulation) in the UNITED STATES, and quieted title to all other such lands in the STATE. With respect to all lands adversely claimed by the UNITED STATES and the STATE lying above the 1856 Meander Line, the September 18, 2001 Order quieted title to a parcel of land known as "Parcel 9" of the Powell Slough (more fully described in Paragraph 8 of the First Stipulation), in the STATE, and quieted title to all other such lands in the UNITED STATES.

K. As a result of the execution of the First Stipulation and the entry of the above-referenced Order, the dispute between the STATE and the UNITED STATES regarding ownership of lands surrounding Utah Lake is now limited solely to Powell Slough Parcels 8 and 10 as described in Paragraph I, above and also as depicted on the maps attached as sheets

5 through 7 of Exhibit "C" to the First Stipulation.

L. The UNITED STATES and the STATE hereby desire to compromise and fully resolve their differences and settle the ownership issues between them regarding Powell Slough Parcels 8 and 10.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and releases of claims contained herein, the UNITED STATES and the STATE hereby agree as follows:

1. This Corrected Stipulation (Stipulation) hereby corrects minor clerical errors in Paragraph 1.B and Exhibit A of that certain Stipulation for Final Settlement and Dismissal of All Claims Between the State of Utah and the United States of America, dated January 25, 2011, and approved and ratified by order of the court dated March 3, 2011, and hereby supersedes that Stipulation, and is entered into in full settlement of the remaining claims in this litigation between the STATE and the UNITED STATES, and constitutes an agreement by the parties as to the location, as of the date of statehood, of the STATE'S sovereign lands lying below the OHWM of Utah Lake, and the adjoining uplands above and adjacent to the OHWM owned by the UNITED STATES and, as between the parties, the respective ownership of such lands since the date of statehood. In furtherance of the same:

A. The UNITED STATES hereby releases and quit claims to the STATE all of its title, ownership, claims, interests, rights, choses in action, rights-of-way, easements, and all other rights appurtenant or separate to Powell Slough Parcels 8 and 10 in the approximately 300-acre portion of those lands more particularly described in Exhibit A and depicted on Exhibit B hereto; and

B. The STATE hereby releases and quit claims to the UNITED STATES all of its title, ownership, claims, interests, rights, choses in action, rights-of-way, easements, and all other rights appurtenant or separate to Powell Slough Parcels 8 and 10 in the approximately 421 acre portion of those lands more particularly described in Exhibit A and depicted on Exhibit B hereto.

2. The sovereign lands of the STATE recognized and confirmed herein are subject to the rights of the public to access the lands and to use the lands consistent with the public trust.

3. This Stipulation represents the entire agreement between the STATE and the UNITED STATES with respect to the real properties set forth herein.

4. This Stipulation shall be recorded at the office of the Utah County Recorder.

5. This Stipulation is entered into for the purpose of settlement. This Stipulation shall not be considered as an admission of liability by either party. Nothing in this Stipulation or the judgment entered pursuant to it shall be used as precedent or for the purpose of argument in any remaining boundary dispute pertaining to parcels around Utah Lake or in any other matter.

6. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Stipulation in the capacity and for the entities set forth in their respective signature blocks, below.

7. Nothing in this Agreement shall be construed to deprive any federal official of authority to revise, amend, or promulgate regulations. Nothing in this Agreement shall be

deemed to limit the authority of the Executive Branch to make recommendations to Congress on any particular piece of legislation.

8. Nothing in this Agreement shall be construed to commit a federal agency or official to expend funds not appropriated by Congress.

9. Each party shall bear its own costs and attorneys fees.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation with full authority to bind the parties hereto.

DATED this 24<sup>th</sup> day of March, 2011.

MARK L. SHURTLEFF  
Utah Attorney General

CARLIE CHRISTENSEN  
United States Attorney

/s/ Michael S. Johnson  
MICHAEL S. JOHNSON  
Assistant Attorneys General  
Attorneys for the State of Utah

/s/ James E. Karkut  
JAMES E. KARKUT  
Special Assistant United States Attorney  
Attorneys for the United States

**EXHIBIT A****Description of Lands Released and Quit Claimed to the State of Utah**

Township 6 South, Range 2 East, Salt Lake Meridian, Utah:

Section 20, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 29, Lots 4, 6, 7, 8, E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$  SE $\frac{1}{4}$ ; and

Section 32, Lot 1.

These described lands contain approximately 300.73 acres.

**Description of Lands Released and Quit Claimed to the United States**

Township 6 South, Range 2 East, Salt Lake Meridian, Utah:

Section 18, Lot 5;

Section 19, Lots 3 to 6, inclusive, NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 20, Lots 5 and 6, N $\frac{1}{2}$ SW $\frac{1}{4}$  SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 28, Lot 4;

Section 29, Lots 3 and 5, E $\frac{1}{2}$ SW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$  SE $\frac{1}{4}$ ;

Section 30, Lot 1;

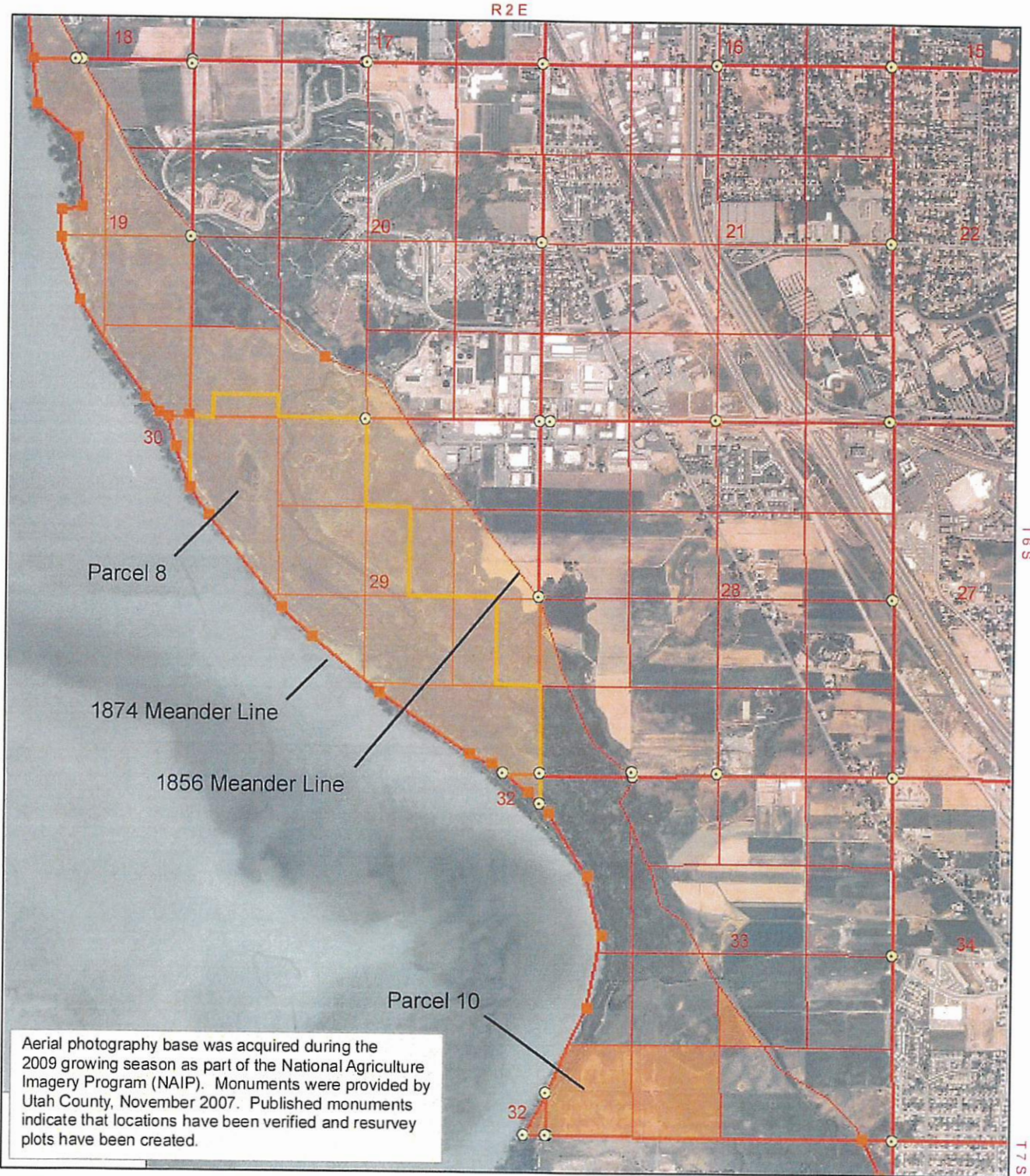
Section 32, Lot 2; and

Section 33, Lots 6 and 11, SE $\frac{1}{4}$ SW $\frac{1}{4}$ .

Less that 2.62 acre parcel known as the "UDOT Parcel" located west of the Orem City Business Park in the NE $\frac{1}{4}$  of Section 29, Township 6 South, Range 2 East, Salt Lake Meridian, Utah.

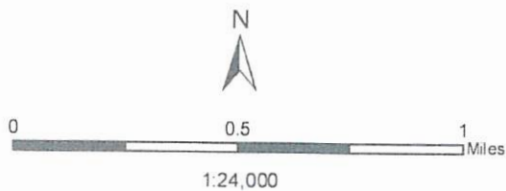
These described lands contain approximately 421.21 acres.

Case 2:97-cv-00927-DAK Document 800-2 Filed 04/13/11 Page 1 of 1  
**EXHIBIT B**  
**POWELL SLOUGH, UTAH COUNTY**



Aerial photography base was acquired during the 2009 growing season as part of the National Agriculture Imagery Program (NAIP). Monuments were provided by Utah County, November 2007. Published monuments indicate that locations have been verified and resurvey plots have been created.

- SETTLEMENT BOUNDARY
- PARCEL 8
- PARCEL 10
- MONUMENTS**
- NOT PUBLISHED
- ⊙ PUBLISHED



U. S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

FILED  
U.S. DISTRICT COURT

2011 APR 14 P 1:07

DISTRICT OF UTAH

BY: \_\_\_\_\_  
DEPUTY CLERK

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Assistant Attorney General  
MARK L. SHURTLEFF (#4666)  
UTAH ATTORNEY GENERAL  
1594 West North Temple, #300  
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James Karkut  
Officer of the Solicitor, Intermountain Region  
Special Assistant U.S. Attorney  
125 South State Street, Suite 6201  
Salt Lake City, UT 84138

*Attorneys for Federal Defendants*

IN THE UNITED STATES DISTRICT COURT DISTRICT OF UTAH, CENTRAL DIVISION	
STATE OF UTAH, by and through its DIVISION OF FORESTRY, FIRE & STATE LANDS,  <p style="text-align: center;">Plaintiff,</p> NATIONAL AUDUBON SOCIETY, et al.,  <p style="text-align: center;">Intervenor-Plaintiffs,</p> vs.	<b><del>PROPOSED</del> ORDER APPROVING          AND RATIFYING CORRECTED          STIPULATION FOR FINAL          SETTLEMENT AND DISMISSAL OF          ALL CLAIMS BETWEEN THE STATE          OF UTAH AND THE UNITED STATES          OF AMERICA</b>

UNITED STATES OF AMERICA; DEPARTMENT OF THE INTERIOR; BUREAU OF RECLAMATION; MICHAEL L. CONNOR, in his official capacity as Commissioner of the Bureau of Reclamation; BUREAU OF LAND MANAGEMENT; JUAN PALMA, in his official capacity as Utah State Director of the Bureau of Land Management; LANDOWNER DEFENDANTS (as named herein); JOHN DOE and MARY DOE, et al.,  <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">Civil No. 2:97CV 0927K</p>
--	---

Plaintiff State of Utah (the "State") having made a motion to approve and ratify the boundary settlement entered into by and between the State and the United States of America (the "United States") entitled CORRECTED STIPULATION FOR FINAL SETTLEMENT AND DISMISSAL OF ALL CLAIMS BETWEEN THE STATE OF UTAH AND THE UNITED STATES OF AMERICA dated the 24<sup>th</sup> day of March, 2011 (the "STIPULATION"), and it appearing to the Court that good cause has been shown to grant such motion:

**IT IS ORDERED** that this Order supersedes this Court's Order of March 3, 2011 approving and ratifying that certain Stipulation for Final Settlement and Dismissal of All Claims Between the State of Utah and the United States of America dated the 25th day of January, 2011.

**IT IS ORDERED** that the agreed boundary settlement between the State and the United States as to certain portions of the Powell Slough area of Utah Lake, as more fully set forth in the STIPULATION and accompanying exhibits, is hereby approved and ratified, such approval and ratification to operate as an adjudication upon the merits.

Case 2:97-cv-00927-DAK Document 801 Filed 04/14/11 Page 3 of 3.

**IT IS ORDERED** that title to the approximately 300.73 acre parcel of land described in the "Description of Lands Released and Quit Claimed to the State of Utah" set forth in Exhibit A attached to the STIPULATION is hereby quieted in the State.

**IT IS ORDERED** that title to the approximately 421.21 acre parcel of land described in the "Description of Lands Released and Quit Claimed to the United States" set forth in Exhibit A attached to the STIPULATION is hereby quieted in the United States.

**IT IS ORDERED** that all claims of the State against the United States that are alleged or that may be alleged or would arise out of the subject matter of this litigation are **DISMISSED WITH PREJUDICE**.

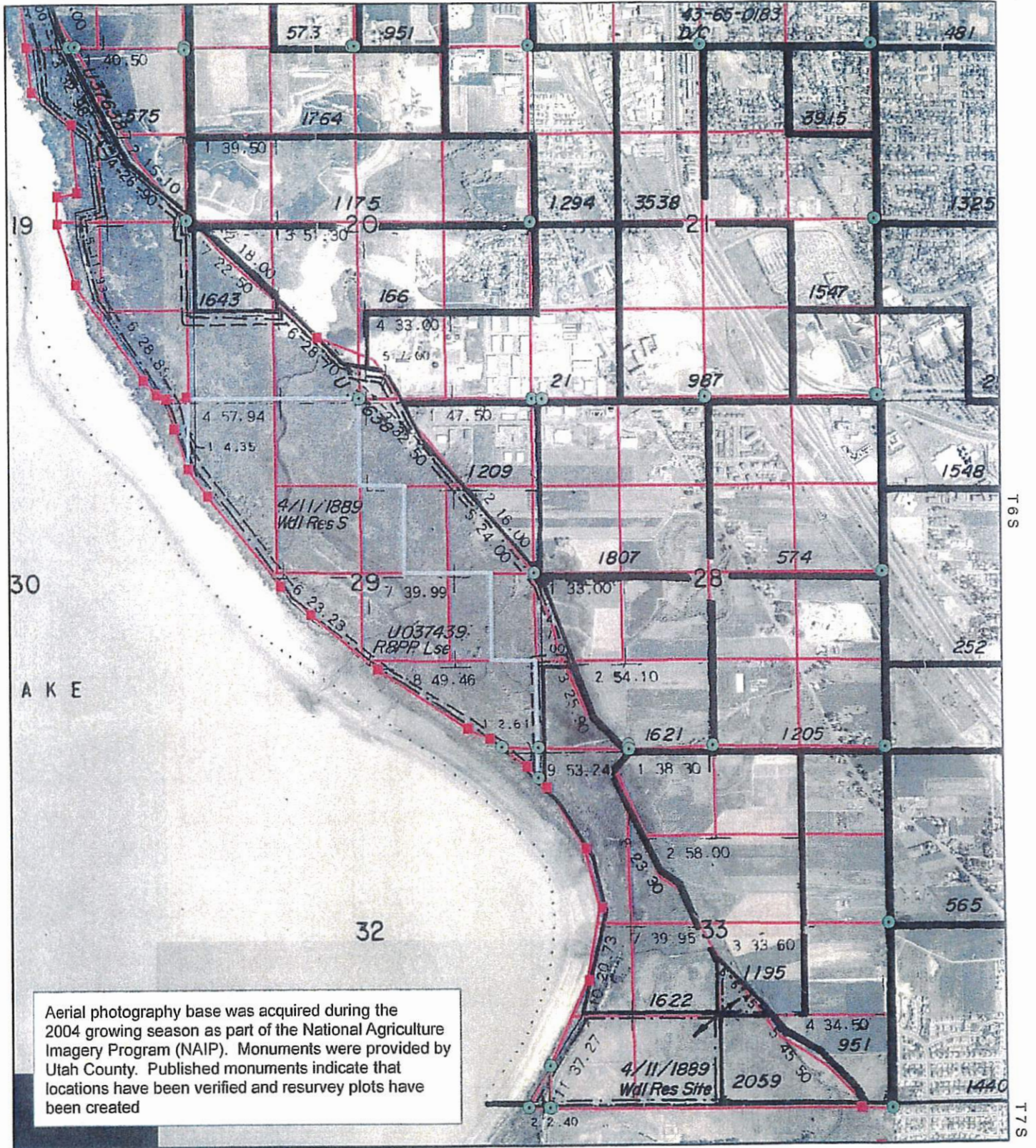
DATED this 14<sup>th</sup> day of April, 2011.

BY THE COURT:

  
DALE A. KIMBALL  
United States District Judge

# POWELL SLOUGH, UTAH COUNTY

R 2 E

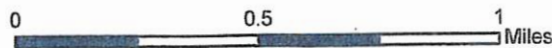


Aerial photography base was acquired during the 2004 growing season as part of the National Agriculture Imagery Program (NAIP). Monuments were provided by Utah County. Published monuments indicate that locations have been verified and resurvey plots have been created

— PROPOSED SETTLEMENT BOUNDARY

**MONUMENTS**

- NOT PUBLISHED
- PUBLISHED



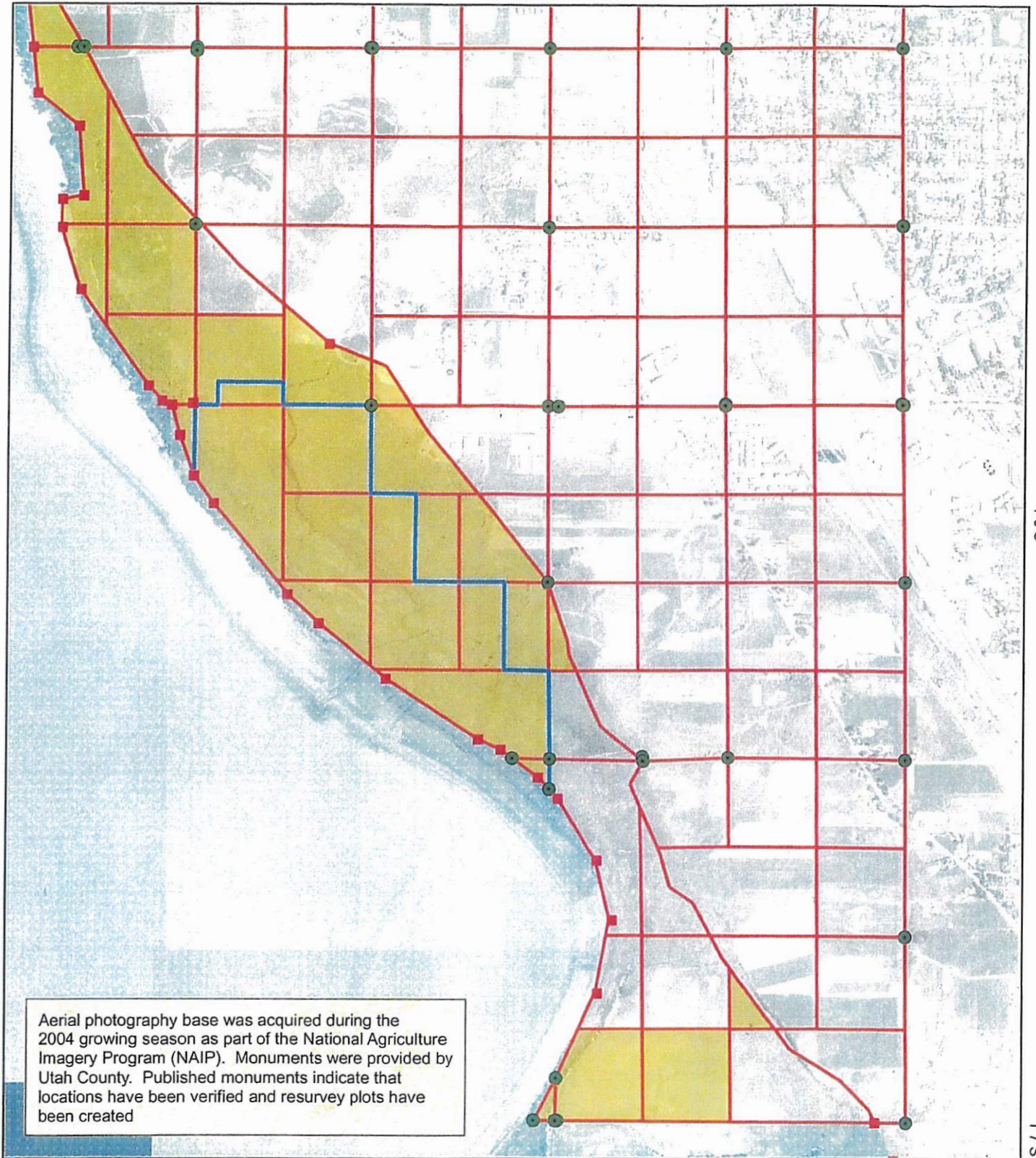
1:24,000

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

March 31, 2006

# POWELL SLOUGH, UTAH COUNTY

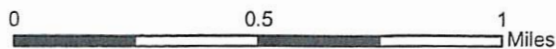
R 2 E



— PROPOSED SETTLEMENT BOUNDARY

### MONUMENTS

- NOT PUBLISHED
- PUBLISHED

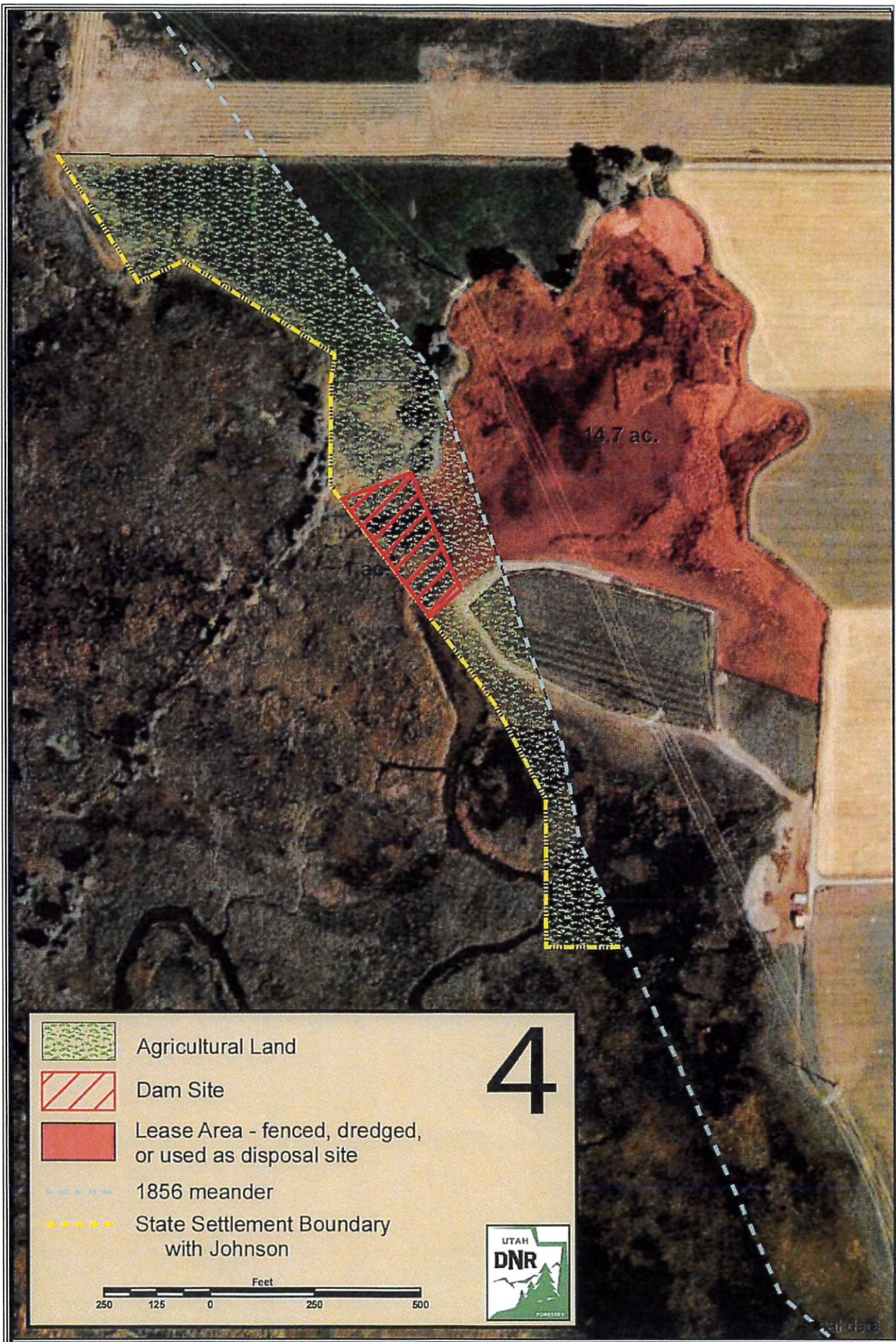


1:24,000

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

July 10, 2006

# Exhibit One





**EXHIBIT C TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**PROPOSED QUITCLAIM DEED FROM OREM to DIVISION**

Mail Recorded Deed and Tax Notice to:  
State of Utah, Division of Forestry, Fire and State Lands  
Attn: Ben Stireman, Deputy Director of Lands and Minerals  
1594 W. North Temple  
Salt Lake City, UT 84116

**QUITCLAIM DEED**

City of Orem, a municipal corporation and political subdivision of the State of Utah, Grantor, hereby quitclaims to the State of Utah, by and through the Division of Fire, Forestry and State Lands, Grantee, whose address is 1594 W. North Temple, Salt Lake City, UT 84116, for the sum of Ten and no/100 (\$10.00) dollars and other good and valuable consideration, the following described land in Utah County, State of Utah:

That portion of parcel number 18-023-0003 as recorded with the Utah County Recorder's Office which lies below the 1856 Utah Lake Meander Line, said portion being described more or less as:

Commencing at a point on said Meander Line, said point being South 2,010.14 feet (612.69 meters) and West more or less 2595.87 feet (791.22 meters) from the East one quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West more or less 688.26 feet (209.78 meters); thence North 198.15 feet (60.40 meters); thence North 49°45'00" West 113.54 feet (34.61 meters); thence East 74.94 feet (22.84 meters); thence South 50°19'30" East 31.29 feet (9.54 meters); thence South 60°05'00" East 65.0 feet (19.81 meters); thence South 69°13'00" East along a former fence line 586.60 feet (178.80 meters); thence North 89°19'00" East more or less 38.41 feet (11.71 meters); thence South 69°23'07" East more or less 32.71 feet (9.97 meters) to the point of beginning.

Tax ID Numbers 18:022:0006, 18:023:0018, 18:026:0077, the portion of 18:023:0003 lying below the 1859 Utah Lake Meander Line (for reference purposes only).

SUBJECT TO all easements, restrictions, rights-of-way and other matters of record and taxes and assessments for the year \_\_\_\_\_ and thereafter.

This Quitclaim Deed is executed by Grantor to be effective as of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

CITY OF OREM, a municipal corporation and political subdivision of the State of Utah

By: \_\_\_\_\_

Title: \_\_\_\_\_

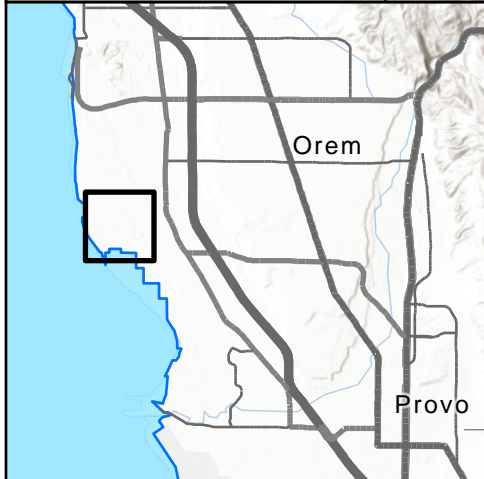
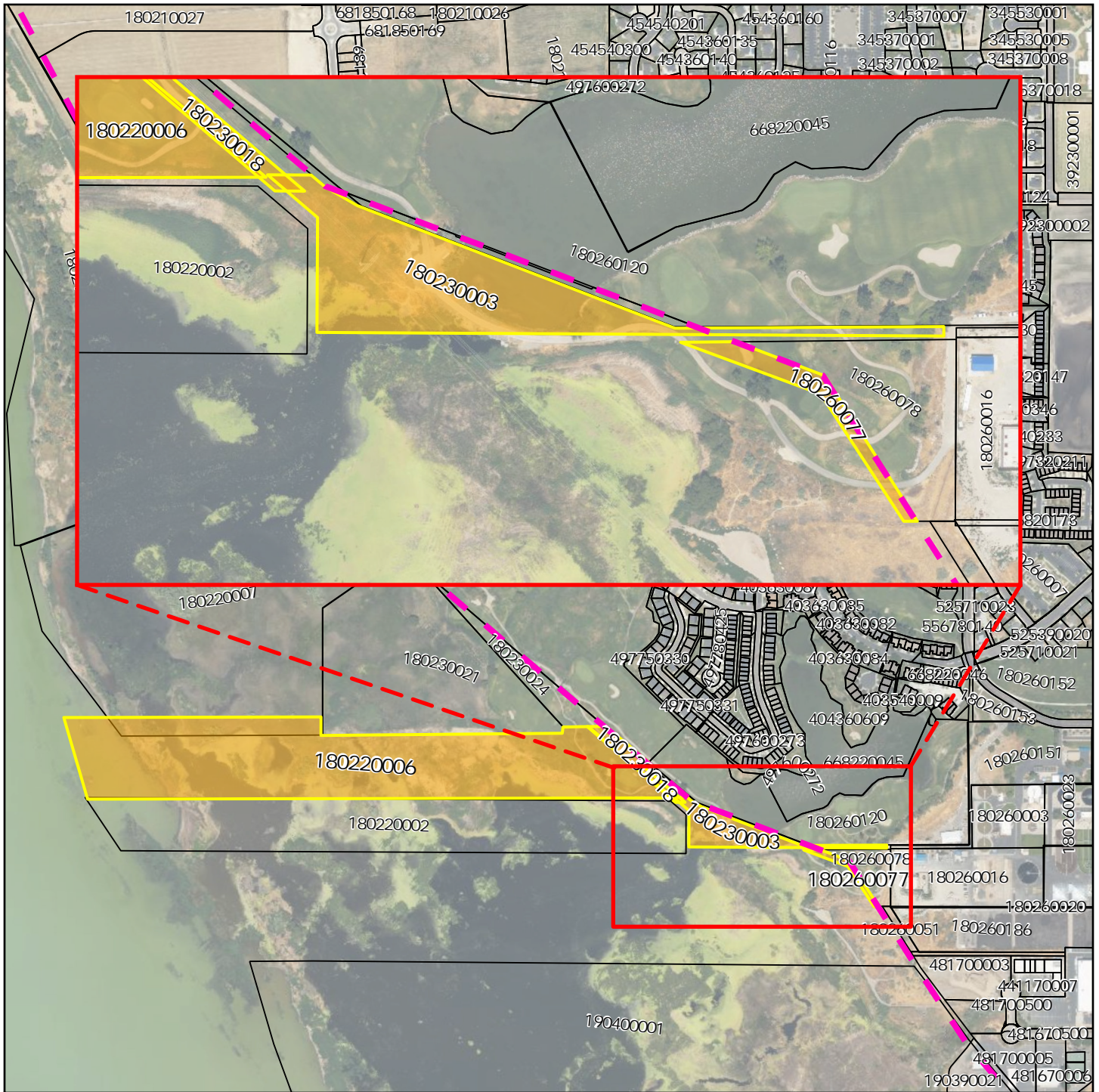
STATE OF UTAH    )  
                          : ss.  
COUNTY OF UTAH )





The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of the City of  
Orem.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT D TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

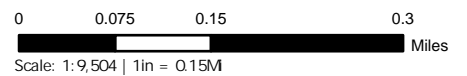
**MAP OF PARCELS TO BE QUITCLAIMED BY OREM TO FFSL**



-  Utah Lake Meander Line
-  Parcels Claimed by City of Orem
-  Portion of the Parcels to be Conveyed from City of Orem to FFSL
-  Utah County Parcels

**Exhibit D**

Map of Parcels to be Conveyed from City of Orem to FFSL



Author: FFSL  
 Date: 04/07/2026  
 Basemap: ESRI, UGRG  
 Spatial Reference: NAD 1983 UTM  
 Zone 12N



Disclaimer: Data represented on this map is for GENERAL REFERENCE OR INFORMATIONAL USE ONLY and is not for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. By using this map, you agree to the terms located at [ffsl.utah.gov/about/maps](http://ffsl.utah.gov/about/maps).

**EXHIBIT E TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**MAP OF CITY OF OREM 99-YEAR LEASE AREA**



# Orem City - FFSL Agreement

## Proposed FFSL Lease to Orem

- - - Utah Lake Meander Line
- Future Lease approx. extent
- Utah County Parcels

This map is a generalized depiction of various approximate boundaries, both actual and proposed. No guarantee of accuracy is expressed or implied.

Produced: 7/3/2025  
 Utah Division of Forestry, Fire and State Lands





# CITY COUNCIL

April 28<sup>th</sup>, 2026

**Text Amendment,  
Residential Height**

## PUBLIC HEARING – TEXT AMENDMENT

Request to amend the text of Article 2-6-8 of the Orem City Code relating to allowable height of primary buildings in single family residential zones.

**Prepared By:**

Jared Hall

**Applicant:**

Planning Division

### Notices

Posted in 2 public places  
Posted on City Webpage and City hotline  
Posted at Utah.gov/pmn

### Action

The Council may:

APPROVE the proposed text amendment

DENY the proposed text amendment

Continue the hearing to a future date to allow for further review, additional information, or public comment.

**REQUEST & BACKGROUND:** The Planning Division is proposing amendments to the text of the Zoning Ordinance regulating building height in single-family residential zones. The proposed changes address issues of height and massing that arise as new homes and subdivisions develop adjacent to and within existing neighborhoods. As the remaining residential properties in Orem are subdivided and as existing homes are modified, additional controls for height can help to address the issues of massing that may arise.

**PLANNING COMMISSION ACTION:** The Planning Commission reviewed the proposed amendments at a public hearing on April 1, 2026. The Commission voted to recommend approval to the City Council with seven votes in favor, and none opposed.

**REVIEW & ANALYSIS:** Article 22-6-8 contains the development standards for the single-family residential zones, which include the R5, R6, R6.5, R7, R8, R12, and R20 Zones. Lot sizes and required setbacks vary from zone to zone but allowed height is generally thirty-five feet (35') overall. Most of these regulations are in table form. The first table includes existing language for structure height, see below.

Zone Development Standards – Dwelling Units							
	R20	R12	R8	R7.5	R6.5	R6	R5
Minimum Lot Area in Square Feet:	20,000	12,000	8,000	7,500	6,500	6,000	5,000
Minimum Lot Width:	115'	100'	80'	75'	65'	60'	50'
Minimum Footprint (excluding the area of the garage) in square feet: *1,000	*1,000	*1,000	*800	*800	*800	*800	
Minimum Structure Height:	For all zones above, 8 feet above ground level or one (1) story, whichever is higher.						
Maximum Structure Height:	For all zones above except R12 and R20, thirty-five feet above grade level. However, in the R12 and R20 zones only, up to twenty percent of the total roof area, measured in plan view, may extend to a height of up to forty-five feet provided that all parts of the structure that exceed thirty-five feet above grade shall be located at least fifty feet from all property lines.						
<p>*The minimum footprint may be reduced to 650 square feet (excluding the area of the garage), if the dwelling has a second story above grade with at least 550 square feet of finished floor area and an attached garage.</p> <p><b>NOTE:</b> In all residential zones the height limitation shall not apply to cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas or properly screened mechanical appurtenances. In no case shall the height of cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas or properly screened mechanical appurtenances exceed a height of forty-five feet (45') measured from the average finished grade of the yard in which the structure is located. In no case shall that portion which exceeds the thirty-five foot (35') height exceed fifty percent (50%) of the gross floor area of the uppermost floor of the building.</p>							

Figure 1: Table in 22-6-8(A), development standards

As you can see in the highlighted section, residential dwellings are generally allowed up to 35' in height. There are exceptions noted in the table which allow up to 45' height for portions of homes with additional setbacks in the R12 and R20 Zones.

*Height Measurement*– City Code measures the height of residential buildings based upon definitions: “Height of Building”, which is defined as the vertical distance from the grade to the highest point of the structure, and “Grade (ground level)”, which is defined as the average elevation of the finished ground level at the center of all walls of a building. See the figure below for an illustration of how these two definitions are used.

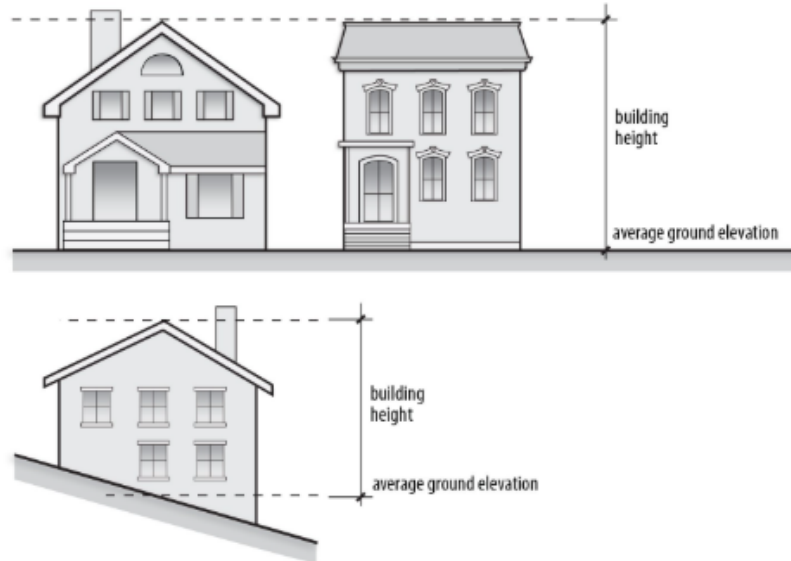


Figure 2: Illustration of building height measurement and grade.

The current proposed amendment does not alter how grade is defined or how height is currently measured. Future changes may be proposed to address issues of grade differences at property lines and subdivision boundaries and the impact those differences can have on relative building heights.

*Proposed Changes*– A redline and strikeout version of proposed additional language is included with this report as “Attachment A.” New language is shown in red and underlined, and language to be removed is shown in strikeout. The proposed text amendments create a sub-section for building height outside the existing table in order to do three things:

- 1) Define Roof Types – Differentiate between flat roof structures and pitched roof structures and assign different base allowed heights to the different types. “Pitched Roofs” are those with a pitch of 3:12 or greater. Flat Roofs are any roof with a pitch less than 3:12.
- 2) Differentiate Base Heights Allowed by Roof Type – The basic allowed height would be different for pitched roofs and flat roofs and would also be allowed as a base with increases tied to setbacks up to a set maximum.

- Pitched Roofs where a structure meets the minimum setback requirement from property line are allowed up to 30' in height. One foot of height can be added for every additional foot of setback, but only up to 35' maximum.
  - Flat Roofs where a structure meets the minimum setback requirement from property line can be up to 20' in height. One foot of height can be added for every additional foot of setback, but only up to 24' maximum.
- 3) Graduated Building Height Envelope – Staff proposes implementing a “graduated building height envelope” to break up mass nearer to property lines. The envelope is created beginning at a point 8' above the property line and then drawing a plane at a forty-five-degree angle from that point toward the center of the lot. Notwithstanding the other allowances for height, all of the structure must fit underneath the envelope with the exception of dormers and gables. Dormers or gables meeting certain standards for size and spacing may project above the envelope but never exceed the overall allowed height or the ridgeline of the roof from which they project. See the illustration below:

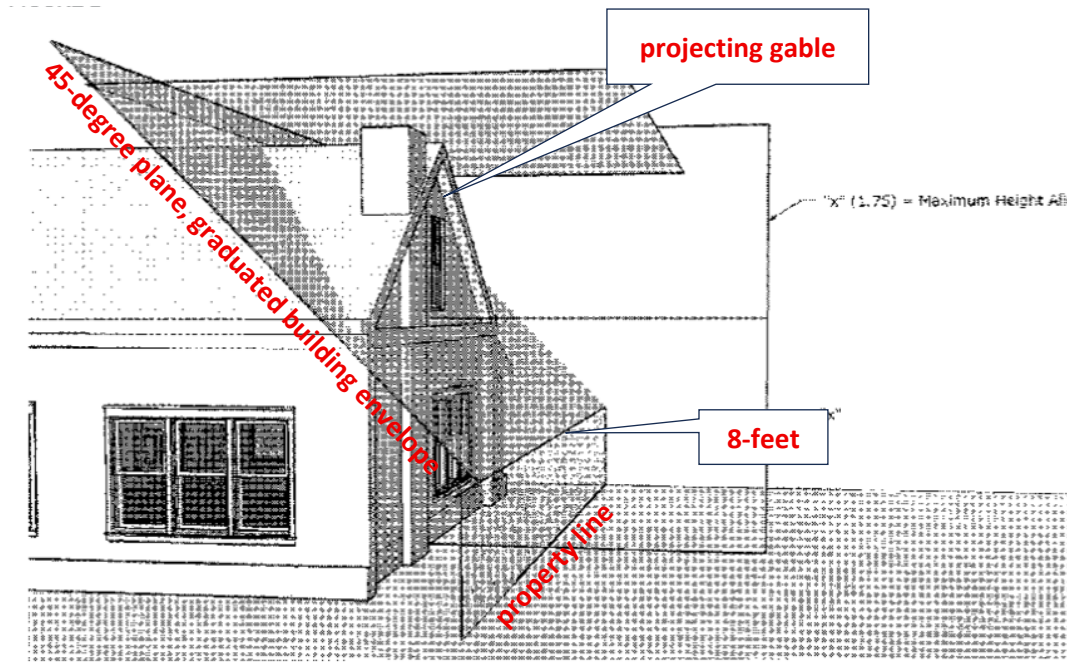


Figure 3: Illustrating the function of the graduated building envelope

*Purpose & Effect* – The purpose of the graduated envelope is to reduce overall mass of the taller portions of dwellings when they are located closer to property lines – where such mass and height have the greatest potential to negatively impact a neighboring home or property. The proposed changes would apply to all new construction, and to modifications to existing structures as well. Exceptions for building heights which already exist (such as those for cupolas, chimneys, etc.) would not be removed by the proposed changes.

**STATE REQUIRED PROCESS FOR LAND USE AMENDMENTS:**

For land use amendments like the requested text amendments in this application, Utah State Code states that the “planning commission shall... review and recommend to the [Orem City Council (“Council”)] a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality. See Utah Code 10-9a-502(1)(d)(i).

The Council “may not make any amendment [to the land use ordinance or zoning map] unless the Council... first submits the amendment to the planning commission for the planning commission's recommendation.” See Utah Code 10-9a-503(2). The Commission’s recommendation has been presented in this report.

**ALTERNATIVE ACTIONS:**

After review and consideration of the application the City Council may:

**APPROVE or DENY** the requested amendments; or

**Continue the Request** to a future date for further review, additional information, or public comment.

**ALTERNATIVE MOTIONS:**

**Motion to Approve or Deny**

“I move that the City Council [**choose APPROVE or DENY**] the proposed amendments to Article 2-6-8 of the Orem City Code relating to allowable height for primary buildings in single-family residential zones.”

**Motion to Continue the Request**

“I move that the City Council continue this request for further consideration to (choose another date as appropriate).”

**ATTACHMENT A:**

**DRAFT**

**Amending 22-6-8, Height of Primary Buildings in Residential Zones**

22-6-8. Zone Development Standards.

A. Dwelling units. The following standards shall apply to all principal buildings and dwellings in residential zones:

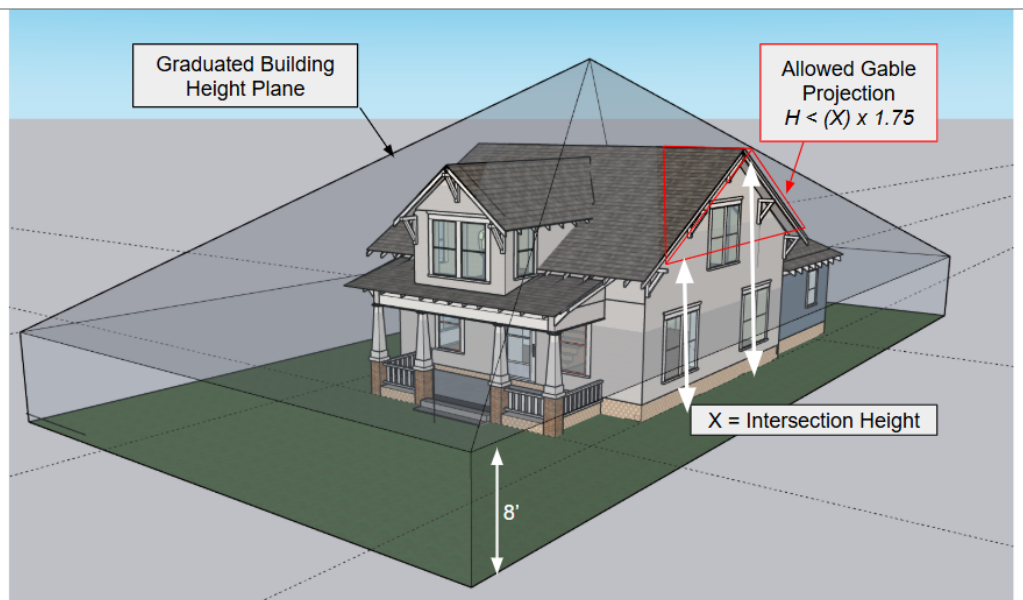
	R20	R12	R8	R7.5	R6.5	R6	R5
Minimum Lot Area in Square Feet:	20,000	12,000	8,000	7,500	6,500	6,000	5,000
Minimum Lot Width:	115'	100'	80'	75'	65'	60'	50'
Minimum Footprint (excluding the area of the garage) in square feet:*1,000	'1,000	*1,000	'800	*800	*800	'800	
<b>Minimum Structure Height:</b>	<b>For all zones above, 8 feet above ground level or one (1) story, whichever is higher.</b>						
<b>Maximum Structure Height:</b>	<b>For all zones above except R12 and R20, thirty-five feet above grade level. However, in the R12 and R20 zones only, up to twenty percent of the total roof area, measured in plan view, may extend to a height of up to forty-five feet provided that all parts of the structure that exceed thirty five feet above grade shall be located at least fifty feet from all property lines.</b>						
<p>*The minimum footprint may be reduced to 650 square feet (excluding the area of the garage), if the dwelling has a second story above grade with at least 550 square feet of finished floor area and an attached garage.</p> <p><b>NOTE: In all residential zones the height limitation shall not apply to cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas or properly screened mechanical appurtenances. In no case shall the height of cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas or properly screened mechanical appurtenances exceed a height of forty-five feet (45') measured from the average finished grade of the yard in which the structure is located. In no case shall that portion which exceeds the thirty-five foot (35') height exceed fifty percent (50%) of the gross floor area of the uppermost floor of the building.</b></p>							

(Ord No. 661, Revised 4/10/1990; Ord. No. 0-93-0036, Amended 12/14/1993; Ord No. 97-0040, Repealed & Reenacted 8/12/1997; Ord No. 0-01- 0021, Amended 6/12/2001; Ord. No. 0-03-0014, Amended 06/24/2003; Ord No. 0-06-0014, Amended 7/25/2006; Ord. No. 0-07-0043, Amended 09/25/2007)

1. Building Height. The following shall apply to all principal buildings and dwellings in single-family residential zones.
  - a. The following shall apply in the R5, R6, R6.5, R7.5, and R8 zones. Where a principal dwelling uses a mix of roof types, the regulations here shall be applied separately to each roof structure.
    - i. Pitched Roofs. The maximum height of a principal dwelling with a pitched roof (3:12 or greater) shall be thirty feet (30') where the structure meets the minimum required building setbacks of the zone. One (1) additional foot of height may be allowed for each additional foot of setback not to exceed thirty-five feet (35').

- ii. Flat Roofs. The maximum height of a principal dwelling with a flat roof (pitch less than 3:12) shall be twenty feet (20') where the structure meets the minimum required building setbacks of the zone. One (1) additional foot of height may be allowed for each additional foot of setback, not to exceed twenty-four feet (24').
- b. The following shall apply in the R12 and R20 zones. Where a principal dwelling uses a mix of roof types, the regulations here shall be applied separately to each roof structure.
  - i. Pitched Roofs. The maximum height of a principal dwelling with a pitched roof (3:12 or greater) shall be thirty-five feet (35') where the structure meets the minimum required building setbacks of the zone. Up to twenty percent (20%) of the total roof area, measured in plan view, may extend to a height of up to forty-five feet (45') provided that all parts of the structure that exceed thirty-five feet (35') above grade shall be located at least fifty (50) feet from all property lines.
  - ii. Flat Roofs. The maximum height of a principal dwelling with a flat roof (less than 3:12 pitch) shall be twenty-four feet (24') where the structure meets the minimum required building setbacks of the zone. One (1) additional foot of height may be allowed for each additional foot of setback, not to exceed twenty-eight feet (28'). Up to twenty percent (20%) of the total roof area, measured in plan view, may extend to a height of up to thirty-two feet (32') provided that all parts of the structure that exceed twenty-eight feet (28') above grade shall be located at least fifty (50) feet from all property lines.
- c. Graduated Height. The height of all principal dwellings in single-family residential zones is subject to limitation by the graduated height envelope created by starting a point on the property line eight feet (8') above ground and then sloping a line at a forty-five (45) degree angle toward the center of the lot. The entire building must fit under this envelope with the following exceptions:
  - i. Dormers may project beyond the building height envelope provided that they are limited to no more than fourteen feet (14') wide, must have at least one-half the dormer width between each dormer and from each dormer to the front and side edges of the roof, and may not extend above the ridge of the roof they are located upon.
  - ii. Gables may project beyond the building height envelope no more than 1.75 times higher than the point where the graduated height envelope intersects the gable. Gables under this exception shall not exceed the maximum building height and the length of the gable shall comprise no more than twenty-five percent (25%) of the length of the building façade.

Figure 1:



- iii. Exceptions. In all residential zones the height limitation shall not apply to cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas, or properly screened mechanical appurtenances. In no case shall the height of any cupola, dome not used for human occupancy, chimney, ventilator, sky light, cornice, antenna, or properly screened mechanical appurtenance exceed a height of forty-five feet (45') measured from the average finished grade of the yard in which the structure is located. In no case shall that portion exceeding allowed heights under this exception be greater than fifty percent (50%) of the gross floor area of the uppermost floor of the building.

RESOLUTION NO. PC-2026-0014

A RESOLUTION BY THE OREM CITY PLANNING COMMISSION  
RECOMMENDING THE CITY COUNCIL AMEND ARTICLE 22-6-  
8 OF THE OREM CITY CODE RELATING TO ALLOWABLE  
HEIGHT OF PRIMARY BUILDINGS IN SINGLE FAMILY  
RESIDENTIAL ZONES

WHEREAS on March 17<sup>th</sup>, 2026, the Community Development Department filed an application with the City of Orem requesting the City amend Article 22-6-8 of the Orem City code relating to the allowable height of primary buildings in single family residential zones; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on April 1st, 2026; and


WHEREAS a notice of the Planning Commission public hearing for this Text Amendment application was posted in all required locations and within the timeline mandated by the State of Utah and by Orem City Code; and

WHEREAS the matter having been submitted and the Planning Commission 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 the surrounding neighborhood; the compliance of the request with all applicable City ordinances and the Orem General Plan, and the special conditions applicable to the request.

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OREM, UTAH, as follows:

1. The Planning Commission finds this request will not negatively affect the health, safety, and general welfare of the City.
2. The Planning Commission hereby recommends the City Council amend 22-6-8 of the Orem City code relating to the allowable height of primary buildings in single family residential zones as shown on Exhibit "A" which is attached hereto and incorporated herein by reference.
3. This resolution shall take effect immediately upon passage.
4. If any part of this resolution shall be declared invalid, such decision shall not affect the validity of the remainder of this resolution.
5. All other resolutions or policies in conflict herewith, either in whole or part, are hereby repealed.

PASSED and APPROVED this 1<sup>st</sup> day of April 2026.

  
CITY OF OREM, by  
Madeline Komen, Chairman

ATTEST:

  
Gary McGinn, Planning Commission Secretary

PLANNING COMMISSION MEMBER	AYE	NAY	ABSTAIN	ABSENT
Jeff Reeves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Madsen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Darren Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Karl Radmall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madeline Komen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Britton Runolfson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Micah Ladle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit “A” – Text Amendment

Amending 22-6-8, Height of Primary Buildings in Residential Zones

22-6-8. Zone Development Standards.

A. Dwelling units. The following standards shall apply to all principal buildings and dwellings in residential zones:

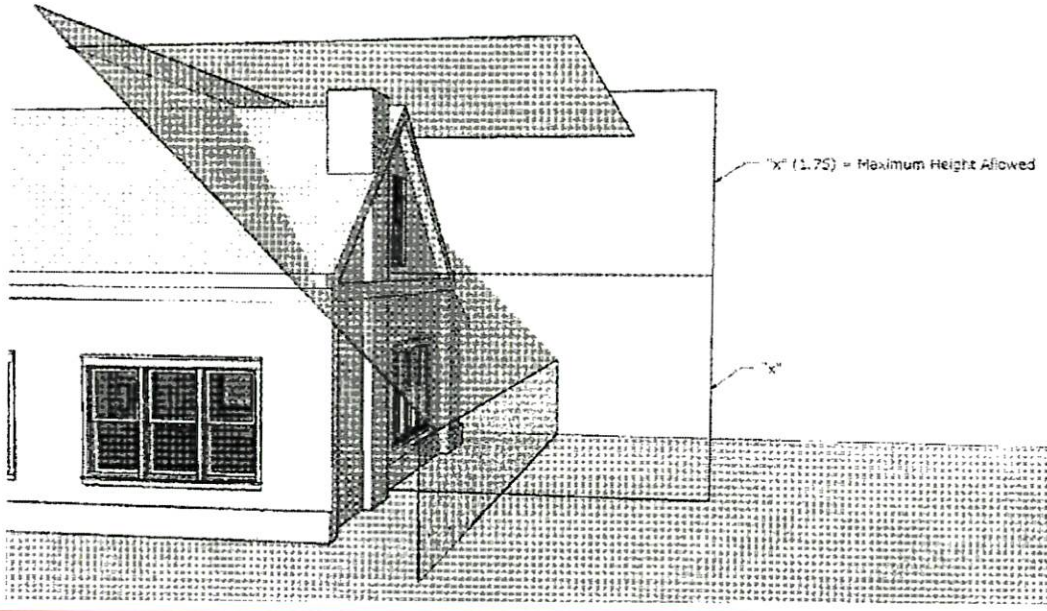
	R20	R12	R8	R7.5	R6.5	R6	R5
Minimum Lot Area in Square Feet:	20,000	12,000	8,000	7,500	6,500	6,000	5,000
Minimum Lot Width:	115'	100'	80'	75'	65'	60'	50'
Minimum Footprint (excluding the area of the garage) in square feet: *1,000	'1,000	*1,000	'800	*800	*800	'800	
<b>Minimum Structure Height:</b>	For all zones above, 8 feet above ground level or one (1) story, whichever is higher.						
<b>Maximum Structure Height:</b>	For all zones above except R12 and R20, thirty five feet above grade level. However, in the R12 and R20 zones only, up to twenty percent of the total roof area, measured in plan view, may extend to a height of up to forty five feet provided that all parts of the structure that exceed thirty five feet above grade shall be located at least fifty feet from all property lines.						
<p>*The minimum footprint may be reduced to 650 square feet (excluding the area of the garage), if the dwelling has a second story above grade with at least 550 square feet of finished floor area and an attached garage.</p> <p><del>NOTE: In all residential zones the height limitation shall not apply to cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas or properly screened mechanical appurtenances. In no case shall the height of cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas or properly screened mechanical appurtenances exceed a height of forty five feet (45') measured from the average finished grade of the yard in which the structure is located. In no case shall that portion which exceeds the thirty five foot (35') height exceed fifty percent (50%) of the gross floor area of the uppermost floor of the building.</del></p>							

(Ord No. 661, Revised 4/10/1990; Ord. No. 0-93-0036, Amended 12/14/1993; Ord No. 97-0040, Repealed & Reenacted 8/12/1997; Ord No. 0-01- 0021, Amended 6/12/2001; Ord. No. 0-03-0014, Amended 06/24/2003; Ord No. 0-06-0014, Amended 7/25/2006; Ord. No. 0-07-0043, Amended 09/25/2007)

1. Building Height. The following shall apply to all principal buildings and dwellings in single-family residential zones.
  - a. The following shall apply in the R5, R6, R6.5, R7.5, and R8 zones. Where a principal dwelling uses a mix of roof types, the regulations here shall be applied separately to each roof structure.
    - i. Pitched Roofs. The maximum height of a principal dwelling with a pitched roof (3:12 or greater) shall be thirty feet (30') where the structure meets the minimum required building setbacks of

- the zone. One (1) additional foot of height may be allowed for each additional foot of setback not to exceed thirty-five feet (35').
- ii. Flat Roofs. The maximum height of a principal dwelling with a flat roof (pitch less than 3:12) shall be twenty feet (20') where the structure meets the minimum required building setbacks of the zone. One (1) additional foot of height may be allowed for each additional foot of setback, not to exceed twenty-four feet (24').
- b. The following shall apply in the R12 and R20 zones. Where a principal dwelling uses a mix of roof types, the regulations here shall be applied separately to each roof structure.
- i. Pitched Roofs. The maximum height of a principal dwelling with a pitched roof (3:12 or greater) shall be thirty-five feet (35') where the structure meets the minimum required building setbacks of the zone. Up to twenty percent (20%) of the total roof area, measured in plan view, may extend to a height of up to forty-five feet (45') provided that all parts of the structure that exceed thirty-five feet (35') above grade shall be located at least fifty (50) feet from all property lines.
  - ii. Flat Roofs. The maximum height of a principal dwelling with a flat roof (2:12 pitch or less) shall be twenty-four feet (24') where the structure meets the minimum required building setbacks of the zone. One (1) additional foot of height may be allowed for each additional foot of setback, not to exceed twenty-eight feet (28'). Up to twenty percent (20%) of the total roof area, measured in plan view, may extend to a height of up to thirty-two feet (32') provided that all parts of the structure that exceed twenty-eight feet (28') above grade shall be located at least fifty (50) feet from all property lines.
- c. Graduated Height. The height of all principal dwellings in single-family residential zones is subject to limitation by the graduated height envelope created by starting a point on the property line eight feet (8') above ground and then sloping a line at a forty-five (45) degree angle toward the center of the lot. The entire building must fit under this envelope with the following exceptions:
- i. Dormers may project beyond the building height envelope provided that they are limited to no more than fourteen feet (14') wide, must have at least one-half the dormer width between each dormer and from each dormer to the front and side edges of the roof, and may not extend above the ridge of the roof they are located upon.
  - ii. Gables may project beyond the building height envelope no more than 1.75 times higher than the point where the graduated height envelope intersects the gable. Gables under this exception shall not exceed the maximum building height and the length of the gable shall comprise no more than twenty-five percent (25%) of the length of the building façade.

FIGURE 2



- iii. Exceptions. In all residential zones the height limitation shall not apply to cupolas, domes not used for human occupancy, chimneys, ventilators, sky lights, cornices, antennas, or properly screened mechanical appurtenances. In no case shall the height of any cupola, dome not used for human occupancy, chimney, ventilator, sky light, cornice, antenna, or properly screened mechanical appurtenance exceed a height of forty-five feet (45') measured from the average finished grade of the yard in which the structure is located. In no case shall that portion exceeding allowed heights under this exception be greater than fifty percent (50%) of the gross floor area of the uppermost floor of the building.



**CITY OF OREM  
CITY COUNCIL  
MEETING  
April 28, 2026**

<b>REQUEST:</b>	FINANCIAL SUMMARIES FOR FEBRUARY AND MARCH 2026
<b>APPLICANT:</b>	
<b>NOTICES:</b>	
<b>SITE INFORMATION:</b>	
<b>PREPARED BY:</b>	Brandon Nelson

**CITY OF OREM**  
**BUDGET REPORT FOR THE MONTH ENDED FEBRUARY 2026**

Percent of Year Expired: 67%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	Percent of Year Expired		Notes
						To Date FY 2026	To Date FY 2025	
<b>10 GENERAL FUND</b>								
Revenues	75,784,441	6,542,712	46,502,074			61%	62%	
Appr. Surplus - Prior Year	14,079,651	4,100,000	14,079,651			100%		
Std. Interfund Transactions	6,970,956		6,970,956			100%		
Total Resources	96,835,048	10,642,712	67,552,681		29,282,367	70%	70%	
Expenditures	96,835,048	5,605,412	55,727,953	2,451,131	38,655,964	60%	58%	
<b>20 ROAD FUND</b>								
Revenues	4,350,000	19,106	2,398,289			55%	58%	
Appr. Surplus - Prior Year	2,629,699		2,629,699			100%		
Total Resources	6,979,699	19,106	5,027,988		1,951,711	72%	77%	
Expenditures	6,979,699	284,080	2,724,679	666,022	3,588,998	49%	46%	
<b>21 CARE TAX FUND</b>								
Revenues	3,350,000	323,442	1,756,072			52%	52%	
Appr. Surplus - Prior Year	2,447,243		2,447,243			100%		
Total Resources	5,797,243	323,442	4,203,315		1,593,928	73%	64%	
Expenditures	5,797,243	512,365	1,698,020	1,445,194	2,654,029	54%	35%	1
<b>24 TRANSPORTATION SALES TAX FUND</b>								
Revenues	4,430,000	446,796	2,403,402			54%	70%	
Appr. Surplus - Current	500,000		500,000			100%		
Appr. Surplus - Prior Year	2,011,516		2,011,516			100%		
Total Resources	6,941,516	446,796	4,914,918		2,026,598	71%	76%	
Expenditures	6,941,516	-43,869	717,090	551,449	5,672,977	18%	46%	2
<b>30 DEBT SERVICE FUND</b>								
Revenues	6,536,510	1,002	4,541,012			69%	69%	
Total Resources	6,536,510	1,002	4,541,012		1,995,498	69%	69%	
Expenditures	6,536,510	45,893	1,625,167		4,911,343	25%	29%	
<b>45 CIP FUND</b>								
Revenues	4,202,954	6,708	746,600			18%	22%	
Appr. Surplus - Prior Year	9,911,411		9,911,411			100%		
Total Resources	14,114,365	6,708	10,658,011		3,456,354	76%	84%	
Expenditures	14,114,365	148,740	3,519,573	1,516,831	9,077,961	36%	61%	3
<b>51 WATER FUND</b>								
Revenues	22,726,487	1,295,507	16,055,195			71%	76%	
Appr. Surplus - Prior Year	21,275,208		21,275,208			100%		
Total Resources	44,001,695	1,295,507	37,330,403		6,671,292	85%	90%	
Expenditures	44,001,695	1,556,151	15,411,507	14,959,858	13,630,330	69%	48%	4
<b>52 WATER RECLAMATION FUND</b>								
Revenues	24,836,864	1,539,416	12,402,079			50%	77%	
Appr. Surplus - Prior Year	27,933,226		27,933,226			100%		
Total Resources	52,770,090	1,539,416	40,335,305		12,434,785	76%	92%	5
Expenditures	52,770,090	380,293	8,174,629	3,710,315	40,885,146	23%	34%	
<b>55 STORM WATER FUND</b>								
Revenues	7,038,893	570,078	4,740,365			67%	70%	
Appr. Surplus - Prior Year	9,052,217		9,052,217			100%		
Total Resources	16,091,110	570,078	13,792,582		2,298,528	86%	88%	
Expenditures	16,091,110	33,900	5,285,712	1,223,654	9,581,744	40%	34%	
<b>56 RECREATION FUND</b>								
Revenues	4,797,946	271,621	2,570,528			54%	55%	
Appr. Surplus - Prior Year	663,687		663,687			100%		
Total Resources	5,461,633	271,621	3,234,215		2,227,418	59%	58%	
Expenditures	5,461,633	243,622	3,531,175	225,707	1,704,751	69%	58%	6

**CITY OF OREM**  
**BUDGET REPORT FOR THE MONTH ENDED FEBRUARY 2026**

Percent of Year Expired: 67%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	%	%	Notes
						To Date FY 2026	To Date FY 2025	
<b>57 SOLID WASTE FUND</b>								
Revenues	5,470,000	475,860	3,801,230			69%	68%	
Appr. Surplus - Prior Year	240,964		240,964			100%		
Total Resources	5,710,964	475,860	4,042,194		1,668,770	71%	69%	
Expenditures	5,710,964	319,728	3,532,642	5,167	2,173,155	62%	58%	
<b>58 STREET LIGHTING FUND</b>								
Revenues	1,416,000	124,947	1,037,732			73%	74%	
Appr. Surplus - Prior Year	214,535		214,535			100%		
Total Resources	1,630,535	124,947	1,252,267		378,268	77%	79%	
Expenditures	1,630,535	40,674	1,003,950	91,568	535,017	67%	66%	
<b>61 FLEET MAINTENANCE FUND</b>								
Appr. Surplus - Prior Year	81,388		81,388			100%		
Std. Interfund Transactions	1,120,000		1,120,000			100%		
Total Resources	1,201,388		1,201,388			100%	100%	
Expenditures	1,201,388	63,861	869,542	25,022	306,824	74%	68%	
<b>62 PURCHASING/WAREHOUSING FUND</b>								
Appr. Surplus - Prior Year	32,536		32,536			100%		
Std. Interfund Transactions	530,000		530,000			100%		
Total Resources	562,536		562,536			100%	100%	
Expenditures	562,536	28,548	423,736	4,210	134,590	76%	73%	
<b>63 SELF INSURANCE FUND</b>								
Revenues	860,000	70,629	619,822			72%	73%	
Appr. Surplus - Current Year	50,000		50,000			100%		
Appr. Surplus - Prior Year	5,500		5,500			100%		
Std. Interfund Transactions	1,655,000		1,655,000			100%		
Total Resources	2,570,500	70,629	2,330,322		240,178	91%	92%	
Expenditures	2,570,500	205,544	2,404,360	17,967	148,173	94%	89%	
<b>64 INFORMATION TECH FUND</b>								
Appr. Surplus - Current Year	250,000		250,000			100%		
Appr. Surplus - Prior Year	309,271		309,271			100%		
Std. Interfund Transactions	3,914,537		3,914,537			100%		
Total Resources	4,473,808		4,473,808			100%	100%	
Expenditures	4,473,808	210,904	2,605,722	119,048	1,749,038	61%	59%	
<b>65 FACILITIES MAINTENANCE FUND</b>								
Appr. Surplus - Prior Year	6,711		6,711			100%		
Std. Interfund Transactions	2,207,000		2,207,000			100%		
Total Resources	2,213,711		2,213,711			100%	100%	
Expenditures	2,213,711	144,733	1,425,780	304,740	483,191	78%	67%	
<b>74 CDBG FUND</b>								
Revenues	886,494	307	7,785			1%	3%	
Appr. Surplus - Prior Year	119,876		119,876			100%		
Total Resources	1,006,370	307	127,661			13%	14%	
Expenditures	1,006,370	23,747	288,265	250,248	467,857	54%	43%	
<b>CITY TOTAL RESOURCES</b>								
	274,898,721	15,788,131	207,794,317		66,225,695	76%	80%	
<b>CITY TOTAL EXPENDITURES</b>								
	274,898,721	9,804,326	110,969,502	27,568,131	136,361,088	50%	50%	

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**CITY OF OREM**  
**BUDGET REPORT FOR THE MONTH ENDED FEBRUARY 2026**

Percent of Year Expired: 67%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2026	% To Date FY 2025	Notes
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**NOTES TO THE BUDGET REPORT FOR THE MONTH ENDED FEBRUARY 2026**

- 1) The current year expenditures are higher in comparison to the prior year due to the current year encumbrances (\$1,445,954) being significantly higher than in the prior fiscal year (\$374,288). The majority of this change is due to the Library Park Gardens & Playground project, the Foothill Park Playground Project, and Windsor Park project which did not exist in the prior fiscal year.
- 2) The current year expenditures are lower in comparison to the prior year due to a MAG reimbursement in the current year of \$1,379,057 which was larger than the \$741,927 reimbursement from the prior year. These reimbursements have to do with land purchases related to the Lakeview Parkway project.
- 3) The current year expenditures are lower in comparison to the prior year due to the current year encumbrances (\$1,516,831) being significantly lower than in the prior fiscal year (\$5,624,985) at this date in time. The majority of this change is due to a large amount of encumbrances for the new city center in the prior year while those encumbrances have been reduced significantly as the project nears completion in the current year.
- 4) The current year expenditures are higher in comparison to the prior year due to the current year encumbrances (\$14,959,858) being significantly higher than in the prior fiscal year (\$10,502,227) at this date in time. The majority of this change is due to encumbrance additions for the culinary water booster pump project which were not there in the prior year.
- 5) The current year revenues are lower in comparison to the prior year due to the current year carryovers (\$27,933,226) being lower than in the prior fiscal year (\$28,943,098) as well as a payment (\$1,325,194) from Lindon for tertiary treatment being received in July 2024 while not yet received in FY 2026.
- 6) The current year expenditures are higher in comparison to the prior year primarily due to changing facilities maintenance personnel. At this time in FY 2025, the personnel working at the fitness center and outdoor pool were reassigned to the recreation fund directly rather than being allocated as part of the facilities maintenance fund. Thus, an estimate was made in FY 2025 while the current fiscal year has actual for the entire fiscal year. Current year encumbrances of \$225,707 are also quite a bit larger than the prior fiscal year which were \$128,806.
- 7) The current year expenditures are lower in comparison to the prior year due to expenditures in the home rehabilitation program being lower by \$29,787 YTD and the target signage project being lower by \$5,676 YTD. In the prior year, the city had spent \$19,051 YTD on the senior center flooring project but no such similar project exists in the current fiscal year.

Note: In earlier parts of a fiscal year, expenditures may be greater than the collected revenues in a fund. The City has accumulated sufficient reserves to service all obligations during such periods and does not need to issue tax anticipation notes or obtain funds in any similar manner. If you have questions about this report, please contact Brandon Nelson (229-7010).

**CITY OF OREM**  
**BUDGET REPORT FOR THE MONTH ENDED MARCH 2026**

Percent of Year Expired: 75%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	Percent of Year Expired		Notes
						To Date FY 2026	To Date FY 2025	
<b>10 GENERAL FUND</b>								
Revenues	75,805,441	5,759,789	52,261,863			69%	70%	
Appr. Surplus - Prior Year	14,079,651		14,079,651			100%		
Std. Interfund Transactions	6,970,956		6,970,956			100%		
Total Resources	96,856,048	5,759,789	73,312,470		23,543,578	76%	76%	
Expenditures	96,856,048	4,716,229	60,444,182	1,311,943	35,099,923	64%	63%	
<b>20 ROAD FUND</b>								
Revenues	4,350,000	690,075	3,088,364			71%	74%	
Appr. Surplus - Prior Year	2,629,699		2,629,699			100%		
Total Resources	6,979,699	690,075	5,718,063		1,261,636	82%	85%	
Expenditures	6,979,699	309,721	3,034,400	578,194	3,367,105	52%	47%	
<b>21 CARE TAX FUND</b>								
Revenues	3,350,000	235,824	1,991,896			59%	60%	
Appr. Surplus - Prior Year	2,447,243		2,447,243			100%		
Total Resources	5,797,243	235,824	4,439,139		1,358,104	77%	69%	
Expenditures	5,797,243	6,000	1,704,020	1,103,643	2,989,580	48%	30%	1
<b>24 TRANSPORTATION SALES TAX FUND</b>								
Revenues	4,430,000	328,702	2,732,104			62%	58%	
Appr. Surplus - Current	500,000		500,000			100%		
Appr. Surplus - Prior Year	2,011,516		2,011,516			100%		
Total Resources	6,941,516	328,702	5,243,620		1,697,896	76%	66%	
Expenditures	6,941,516	192,477	909,568	351,064	5,680,884	18%	32%	2
<b>30 DEBT SERVICE FUND</b>								
Revenues	6,536,560	1,087	4,542,099			69%	69%	
Total Resources	6,536,560	1,087	4,542,099		1,994,461	69%	69%	
Expenditures	6,536,560	46,372	1,671,539		4,865,021	26%	30%	
<b>45 CIP FUND</b>								
Revenues	4,202,954	9,089	755,689			18%	27%	
Appr. Surplus - Prior Year	9,911,411		9,911,411			100%		
Total Resources	14,114,365	9,089	10,667,100		3,447,265	76%	85%	
Expenditures	14,114,365	-134,636	3,384,937	780,261	9,949,167	30%	64%	3
<b>51 WATER FUND</b>								
Revenues	22,726,487	1,289,896	17,345,091			76%	81%	
Appr. Surplus - Prior Year	21,275,208		21,275,208			100%		
Total Resources	44,001,695	1,289,896	38,620,299		5,381,396	88%	92%	
Expenditures	44,001,695	3,170,089	18,581,597	12,784,327	12,635,771	71%	53%	4
<b>52 WATER RECLAMATION FUND</b>								
Revenues	24,836,864	1,612,329	14,014,408			56%	86%	
Appr. Surplus - Prior Year	27,933,226		27,933,226			100%		
Total Resources	52,770,090	1,612,329	41,947,634		10,822,456	79%	95%	5
Expenditures	52,770,090	696,864	8,871,493	3,366,726	40,531,871	23%	35%	5
<b>55 STORM WATER FUND</b>								
Revenues	7,038,893	578,195	5,318,560			76%	79%	
Appr. Surplus - Prior Year	9,052,217		9,052,217			100%		
Total Resources	16,091,110	578,195	14,370,777		1,720,333	89%	91%	
Expenditures	16,091,110	235,571	5,521,283	79,671	10,490,156	35%	38%	
<b>56 RECREATION FUND</b>								
Revenues	4,797,946	594,492	3,165,020			66%	67%	
Appr. Surplus - Prior Year	663,687		663,687			100%		
Total Resources	5,461,633	594,492	3,828,707		1,632,926	70%	69%	
Expenditures	5,461,633	250,060	3,781,235	173,242	1,507,156	72%	63%	

**CITY OF OREM**  
**BUDGET REPORT FOR THE MONTH ENDED MARCH 2026**

Percent of Year Expired: 75%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	Percent of Year Expired		Notes
						To Date FY 2026	To Date FY 2025	
<b>57 SOLID WASTE FUND</b>								
Revenues	5,470,000	479,648	4,280,878			78%	77%	
Appr. Surplus - Prior Year	240,964		240,964			100%		
Total Resources	5,710,964	479,648	4,521,842		1,189,122	79%	77%	
Expenditures	5,710,964	460,540	3,993,181	395	1,717,388	70%	70%	
<b>58 STREET LIGHTING FUND</b>								
Revenues	1,416,000	122,540	1,160,272			82%	83%	
Appr. Surplus - Prior Year	214,535		214,535			100%		
Total Resources	1,630,535	122,540	1,374,807		255,728	84%	86%	
Expenditures	1,630,535	72,726	1,076,676	36,593	517,266	68%	72%	
<b>61 FLEET MAINTENANCE FUND</b>								
Appr. Surplus - Prior Year	81,388		81,388			100%		
Std. Interfund Transactions	1,120,000		1,120,000			100%		
Total Resources	1,201,388		1,201,388			100%	100%	
Expenditures	1,201,388	64,249	933,791	18,398	249,199	79%	73%	6
<b>62 PURCHASING/WAREHOUSING FUND</b>								
Appr. Surplus - Current	24,500	24,500	24,500			100%		
Appr. Surplus - Prior Year	32,536		32,536			100%		
Std. Interfund Transactions	530,000		530,000			100%		
Total Resources	587,036	24,500	587,036			100%	100%	
Expenditures	587,036	56,286	480,021	2,373	104,642	82%	79%	
<b>63 SELF INSURANCE FUND</b>								
Revenues	860,000	91,374	711,196			83%	82%	
Appr. Surplus - Current Year	50,000		50,000			100%		
Appr. Surplus - Prior Year	5,500		5,500			100%		
Std. Interfund Transactions	1,655,000		1,655,000			100%		
Total Resources	2,570,500	91,374	2,421,696		148,804	94%	94%	
Expenditures	2,570,500	116,968	2,521,329	405	48,766	98%	89%	
<b>64 INFORMATION TECH FUND</b>								
Appr. Surplus - Current Year	250,000		250,000			100%		
Appr. Surplus - Prior Year	309,271		309,271			100%		
Std. Interfund Transactions	3,914,537		3,914,537			100%		
Total Resources	4,473,808		4,473,808			100%	100%	
Expenditures	4,473,808	220,642	2,826,364	89,224	1,558,220	65%	64%	
<b>65 FACILITIES MAINTENANCE FUND</b>								
Appr. Surplus - Prior Year	6,711		6,711			100%		
Std. Interfund Transactions	2,207,000		2,207,000			100%		
Total Resources	2,213,711		2,213,711			100%	100%	
Expenditures	2,213,711	68,616	1,494,396	266,960	452,355	80%	79%	
<b>74 CDBG FUND</b>								
Revenues	886,494	317	8,102			1%	13%	
Appr. Surplus - Prior Year	119,876		119,876			100%		
Total Resources	1,006,370	317	127,978			13%	23%	6
Expenditures	1,006,370	16,955	305,220	250,120	451,030	55%	54%	
<b>CITY TOTAL RESOURCES</b>								
	274,944,271	11,817,857	219,612,174		54,453,705	80%	84%	
<b>CITY TOTAL EXPENDITURES</b>								
	274,944,271	10,565,729	121,535,232	21,193,539	132,215,500	52%	54%	

**CITY OF OREM**  
**BUDGET REPORT FOR THE MONTH ENDED MARCH 2026**

Percent of Year Expired: 75%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2026	% To Date FY 2025	Notes
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**NOTES TO THE BUDGET REPORT FOR THE MONTH ENDED MARCH 2026**

- 1) The current year expenditures are higher in comparison to the prior year due to the current year encumbrances (\$1,103,643) being significantly higher than in the prior fiscal year (\$108,637). The majority of this change is due to the Library Park Gardens & Playground project, the Foothill Park Playground Project, and Windsor Park project which did not exist in the prior fiscal year.
- 2) The current year expenditures are lower in comparison to the prior year due to a MAG reimbursement in the current year of \$1,379,057 which was larger than the \$741,927 reimbursement from the prior year. These reimbursements have to do with land purchases related to the Lakeview Parkway project.
- 3) The current year expenditures are lower in comparison to the prior year due to the current year encumbrances (\$780,261) being significantly lower than in the prior fiscal year (\$5,101,395) at this date in time. The majority of this change is due to a large amount of encumbrances for the new city center in the prior year while those encumbrances have been reduced significantly as the project nears completion in the current year.
- 4) The current year expenditures are higher in comparison to the prior year due to the current year encumbrances (\$12,784,327) being significantly higher than in the prior fiscal year (\$9,993,506) at this date in time. The majority of this change is due to encumbrance additions for the culinary water booster pump project which were not there in the prior year.
- 5) The current year revenues are lower in comparison to the prior year due to the current year carryovers (\$27,933,226) being lower than in the prior fiscal year (\$28,943,098) as well as a payment (\$1,325,194) from Lindon for tertiary treatment being received in July 2024 while not yet received in FY 2026. Expenses are also lower than the prior year due to about \$1.6 million more being spent on the water reuse project and \$1.3 million on the H2S rehabilitation project in FY 2025 than in FY 2026 at this point in time.
- 6) The current year revenues are lower in comparison to the prior year due to a delay in reimbursement from the federal government due to the government shutdown back in the fall which had a ripple effect as HUD has been trying to catch up ever since.

Note: In earlier parts of a fiscal year, expenditures may be greater than the collected revenues in a fund. The City has accumulated sufficient reserves to service all obligations during such periods and does not need to issue tax anticipation notes or obtain funds in any similar manner. If you have questions about this report, please contact Brandon Nelson (229-7010).