



CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
September 8, 2015

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

3:30 P.M. WORK SESSION – PUBLIC SAFETY TRAINING ROOM

1. **UPDATE – Mayoral Compensation Review Committee (60 min)**
2. **UPDATE – Utility Open Houses (15 min)**
3. **DISCUSSION – Dog Park Location Options (15 min)**

5:00 P.M. STUDY SESSION – PUBLIC SAFETY TRAINING ROOM

PREVIEW UPCOMING AGENDA ITEMS

4. **Staff will present to the City Council a preview of upcoming agenda items.**

AGENDA REVIEW

5. **The City Council will review the items on the agenda.**

CITY COUNCIL - NEW BUSINESS

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

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

CALL TO ORDER

INVOCATION/INSPIRATIONAL THOUGHT: By Invitation

PLEDGE OF ALLEGIANCE: By Invitation

APPROVAL OF MINUTES

7. **MINUTES of City Council Meeting – July 28, 2015**
8. **MINUTES of Joint City Council/Alpine School District Meeting – August 26, 2015**

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 229-7074)

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

MAYOR’S REPORT/ITEMS REFERRED BY COUNCIL

9. UPCOMING EVENTS

10. APPOINTMENTS TO BOARDS AND COMMISSIONS

- Heritage Advisory Commission1 vacancy
- Recreation Advisory Commission.....1 vacancy

11. RECOGNITION OF NEW NEIGHBORHOODS IN ACTION OFFICERS

CITY MANAGER’S APPOINTMENTS

12. APPOINTMENTS TO BOARDS AND COMMISSIONS

PERSONAL APPEARANCES – 15 MINUTES

- 13. Time has been set aside for the public to express their ideas, concerns, and comments on items not on the Agenda. Those wishing to speak should have signed in before the beginning of the meeting. (Please limit your comments to 3 minutes or less.)**

CONSENT ITEMS

- 14.** There are no consent items.

SCHEDULED ITEMS

- 15. RESOLUTION – Authorizing the Mayor to execute an agreement with Utility Service Partners Private Label Inc. d/b/a/ Service Line Warranties of America (SLWA) to educate and market its services to residential property owners within the City of Orem**

REQUEST: The Assistant to the City Manager recommends that the City Council, by resolution, authorize the Mayor to sign the agreement with SLWA.

PRESENTER: Steven Downs

POTENTIALLY AFFECTED AREA: Citywide

BACKGROUND: Residential property owners within the City call the City weekly asking for repairs to the water or sewer lines that provide service to their homes, only to find out that it is their responsibility to pay for the repairs. Often these repairs can cost thousands of dollars. The City is making an effort to be proactive in educating residential property owners about this responsibility, and to provide them with an optional solution that could help them mitigate the risk of a line breaking and/or leaking.

In April, 2015, the City requested proposals from organizations that would consider partnering with the City in an effort to educate and offer a solution to residential property owners regarding their responsibility for the water and sewer lateral lines to their homes. The City received three proposals. After reviewing the proposals, the City has determined that that SLWA offers a superior product at the lowest price.

The proposed agreement between the City and SLWA grants to SLWA a non-exclusive license to use the City's name and logo on letterhead, bills, and marketing materials that will be sent to residential property owners within the City educating them about their rights and responsibilities for the sewer and water lateral lines servicing their properties as well as offering for sale warranties and other products related to the repair and maintenance of sewer and water lateral lines that service their properties.

16. RESOLUTION – Authorizing the Mayor to Enter into an Interlocal Agreement with Utah County for the joint administration of the Municipal General Election and the Utah County Special Election on November 3, 2015 and to Designate One Election Day Voting Center

REQUEST: The City's Election Official recommends:

(1) that the City Council, by resolution, authorize the Mayor to enter into an Interlocal Agreement with Utah County providing for the parties' joint efforts to administer the 2015 Municipal General Election and the Utah County 2015 Special Election; and

(2) that the City Council designate an election day voting center to be located at the Orem City Center, 56 North State Street, Orem, Utah.

PRESENTER: Donna Weaver

POTENTIALLY AFFECTED AREA: Citywide

BACKGROUND: The City conducted the 2015 Municipal Primary Election using the vote-by-mail method. Voter turnout increased dramatically compared to other recent municipal primary elections. It was the City's intent to conduct the 2015 General Municipal Election using the same vote-by-mail method. Recently, the Utah County Commissioners voted to hold a county-wide special election on November 3, 2015 and place on the county-wide ballot a proposed local sales tax option for transportation. If Utah County and the City were to proceed with the respective elections independently, voters within the City would be required to vote twice: once in the municipal election and once in the county-wide election.

In an effort to provide the best access to the election process for the residents of the City, the Election Official recommends that the City and Utah County enter into an interlocal agreement providing for the joint administration of the 2015 Municipal General Election and the County's special election. It is to the mutual benefit of Utah County and the City to jointly administer the elections. Joint administration will decrease the costs of each governmental entity administering and conducting separate elections and will decrease voter confusion. Utah County will directly administer the election, and the City will play a secondary role assisting the County with monitoring the election process. Utah County

will create and provide to voters a combined ballot containing the candidates for local office as well as the sales tax ballot proposition. The vote-by-mail method used in the 2015 Municipal Primary Election will be preserved through the County's distribution of vote-by-mail ballots to all registered voters within the City. Utah County will canvass the ballot proposition, and the City will canvass its local candidate results. The costs of the election will be shared between Utah County and the City. The Election Official and City staff will make every effort to provide assistance to the County for this joint administration.

In order to facilitate this joint administration, the City Council must designate an election day voting center to be located at 56 North State Street, Orem, Utah.

The Interlocal Agreement is being finalized and will be provided to the City Council and to the public as soon as it is available.

CONTINUED ITEM – PD-45 – 12x12 NW Crossing – 1187 North 1200 West – Proposed Jive Location

17. **ORDINANCE – Enacting Section 22-11-58 (PD-45 zone) and Appendix MM, and amending Section 22-5-1 and Section 22-5-3(A) and the zoning map of Orem City to change the zone on 4.77 acres generally at 1187 North 1200 West from the Highway Services (HS) zone to the PD-45 zone.**

REQUEST: The applicant requests the City enact Section 22-11-58 (PD-45 zone) and Appendix MM, and amend Section 22-5-1 and Section 22-5-3(A) and the zoning map of the City of Orem to change the zone on 4.77 acres located generally at 1187 North 1200 West from the Highway Services (HS) zone to the PD-45 zone.

PRESENTER: Jason Bench

POTENTIALLY AFFECTED AREA: Timpview Neighborhood

BACKGROUND: This item was continued from the August 25, 2015 City Council meeting to allow neighbors to meet with the developers on neighborhood concerns. The applicant would like to construct a new development consisting of two 140 foot tall office buildings on the west side of 1200 West at 1187 North 1200 West. In order to allow this type of development, the applicant requests that the City Council approve the creation of the PD-45 zone.

The proposed PD-45 zone would incorporate most of the standards of the HS zone (which is the current zoning on the subject property) with a few modifications. For example, the PD-45 zone would allow a building height of 180 feet whereas the HS zone only allows a building height of 60 feet. The PD-45 zone would also expand the list of acceptable exterior finishing materials to include stone, glass fiber reinforced concrete, composite metal panel and architectural formed concrete. Lastly, the PD-45 zone would require three accesses from 1200 West to meet the needs of this particular property. All other development standards would be the same as the HS zone.

The applicant's concept plan shows underground parking in both buildings. The concept plan also requires a six (6) foot sidewalk buffered by an eight foot landscaped strip along the length of the applicant's property.

As part of this project, 1200 West will be widened to five lanes from 1200 North to the southern boundary of the subject property. Although the full five lanes will be paved in this area, only three lanes will be striped until traffic levels justify the need for all five lanes. Longer term, it is anticipated that 1200 West will be widened to five lanes between 800 North and 1600 North as funding allows or as re-development occurs.

A neighborhood meeting was held on May 7, 2015. Fourteen people were in attendance including the applicants and City staff. Those in attendance brought up concerns regarding traffic and improvements on 1200 West to accommodate the additional traffic as well as making sure there was adequate parking on site.

After reviewing the proposed rezone, staff has identified the following advantages and disadvantages of the proposal.

Advantages of the proposal:

- The proposed rezone would allow the creation of new office space in a desirable location with prime visibility from I-15.
- Development of two office buildings under the PD-45 standards could help keep existing Orem businesses in Orem and/or attract new businesses to the City.

Disadvantages of the proposal:

- Increasing the allowable building height from 60 feet to 180 feet may have negative visual impacts on the neighborhood to the east.

RECOMMENDATION: The Planning Commission recommends the City Council enact Section 22-11-58 (PD-45 zone) and Appendix MM, and amend Section 22-5-1 and Article 22-5-3(A) and the zoning map of the City of Orem to rezone property located generally at 1187 North 1200 West from the HS zone to the PD-45 zone. City staff supports the Planning Commission recommendation.

COMMUNICATION ITEMS

- 18. There are no communication items.**

CITY MANAGER INFORMATION ITEMS

- 19. 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.**

ADJOURNMENT

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CITY OF OREM
CITY COUNCIL MEETING
56 North State Street Orem, Utah
July 28, 2015

3:00 P.M. WORK SESSION – PUBLIC SAFETY TRAINING ROOM

CONDUCTING Mayor Pro Tem David Spencer

ELECTED OFFICIALS Councilmembers Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, and Brent Sumner

APPOINTED STAFF Jamie Davidson, City Manager; Brenn Bybee, Assistant City Manager; Greg Stephens, City Attorney; Richard Manning, Administrative Services Director; Karl Hirst, Recreation Director; Chris Tschirki, Public Works Director; Scott Gurney, Fire Department Director; Gary Giles, Police Department Director; Charlene Crozier, Library Director; Jason Bench, Planning Division Manager; Sam Kelly, Engineer; Neal Winterton, Water Division Manager; Reed Price, Maintenance Division Manager; Brandon Stocksdale, Long Range Planner; Steven Downs, Assistant to the City Manager; and Jackie Lambert, Deputy City Recorder

EXCUSED Mayor Richard Brunst

PRESENTATION – Lateral Infrastructure Warranty Program

Mr. Downs introduced the Lateral Infrastructure Warranty Program. The program would provide an opportunity to educate the public as to their responsibilities with utility lines and let them know that there were available products they could subscribe to that would cover their private utility line. The City selected Utility Service Partners, Inc. (USP) through an RFP process to work with for this program. Mr. Downs turned the time over to Michael Madden from USP.

Mr. Madden said the infrastructure under most homes was approximately forty-five years of age. He said only about 62 percent of the population had the money to repair a \$1,000 expense and only about 20 percent could actually afford a line replacement. USP costs covered inspection, permitting, repair or replacement, etc. upwards of \$4,000 for a water line and upwards of \$8,000 for a sewer line. He said this would be a partnership between USP and the City to offer coverage through USP to residents.

Utility Service Partners, Inc. – We Promise

- Average Age of U.S. Housing
 - Over 40% of the nation’s owner-occupied housing is more than 45 years old
- Families Struggle with Unplanned Expenses
 - Did you know that only 18% of American households can afford a \$4,000 unexpected expense? In most cases, this type of expenditure would severely

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1 deplete their savings account, leaving no room for other expenses such as medical
2 bills, auto or home repairs, etc.

3 • **Service Line Repairs are Unplanned Expenses**

- 4 ○ Homeowners are responsible for the repair or replacement of their utility service
5 lines. Over time these lines will fail due to normal wear and tear
- 6 ○ Repair costs range from a few hundred dollars to several thousand dollars
7 depending upon many different factors such as length of line, depth of line, age
8 and condition of materials, etc.
- 9 ○ Utility Service Partners in conjunction with the National League of Cities offers a
10 program to protect your residents from the high cost of these repair bills
- 11 ○ USP features attractively priced products with no hidden service fees or
12 deductibles, and no per incident or lifetime caps on coverage amounts
- 13 ○ The program is designed to protect residents from the stress and high cost of
14 utility line repairs, strengthen the integrity of the utility infrastructure (reducing
15 water loss and waste water pollution), and generate incremental revenues through
16 an affordable, value-added program
- 17 ○ Both the external sewer line warranty and an external water line warranty are
18 designed to cover the homeowner's responsibility for their portion of the
19 underground lines

20 • **Warranty Program Overview**

- 21 ○ These products are specifically designed for single family, residential
22 homeowners who may not have set aside the funds required to make these often
23 significant repairs and are not typically covered by homeowners insurance
24 policies
- 25 ○ Products are voluntary, optional and tailored to meet the unique needs of each
26 community to help reduce claim denials
- 27 ○ Helps captures revenues and mitigates I&I fines from the EPA.
- 28 ○ Offered at no cost to the City or liability to the city
- 29 ○ Top quality products bring value to your customers by enhancing their
30 experience, and satisfied customers bring additional value to your city's brand

31 • **Program Highlights**

- 32 ○ No cost to the City to participate
- 33 ○ No liability to the city
- 34 ○ Affordable rates for your residents
- 35 ○ No long term contracts
- 36 ○ 24/7 customer service
- 37 ○ Service from trusted, local area contractors
- 38 ○ All repairs performed to local code
- 39 ○ Fewer service calls and resident complaints
- 40 ○ Peace of mind for your residents and the city
- 41 ○ Strengthens the integrity of the utility system
- 42 ○ Covers the replacement of galvanized lines

43 • **Provides protection from the point of entry at the home to the utility responsibility**

44 • **External Water & Sewer Line Product Overview**

- 45 ○ Product: External Water Line Warranty

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- 1 ▪ Coverage description: Covers the repair or replacement of a leaking or
2 broken single underground water supply line serving the home – The
3 warranty covers the consumer owned portion of the water supply line
- 4 ▪ Coverage Limits per Occurrence: Unlimited coverage
- 5 ○ Product: External Sewer Line Warranty
- 6 ▪ Coverage description: Covers the repairs or replacement of broken
7 underground sewer line from the utility’s main sewer line to the internal
8 point of entry to the home
- 9 ▪ Coverage Limits per Occurrence: Unlimited coverage
- 10 ○ No long term contracts
- 11 ○ Unlimited coverage per occurrence, including coverage for public street or
12 sidewalk cutting, if needed
- 13 ○ Optional and voluntary
- 14 ○ No deductibles or other fees; Water \$4.49/48.88, Sewer \$6.99/78.88
- 15 ● Marketing Approach
- 16 ○ Having executed hundreds of direct mail campaigns offering water and sewer line
17 warranties, USP has been able to mine rich history to determine the optimal
18 method and message for offering these products
- 19 ○ USP relies solely on direct mail and public relations to generate awareness and
20 interest in these products, no telemarketing
- 21 ○ USP has found that sending the identical letter two weeks apart (with a header of
22 “Reminder, please disregard if you have already enrolled”) significantly increases
23 participation rates – to the tune of a 45% lift as a result of the second letter
- 24 ○ USP has also determined that these products are in fact seasonal, performing best
25 in the spring and fall
- 26 ○ History has demonstrated that participation is optimized by offering the sewer line
27 warranty first, followed by the water line warranty introduction
- 28 ○ Consumers can enroll one of three ways:
- 29 ▪ Calling the toll free number provided on the mailing;
- 30 ▪ Mailing in the Consumer reply portion of the letter in the envelope
31 provided, or;
- 32 ▪ Visiting our consumer website www.slwofa.com at any time during or
33 outside of a campaign cycle
- 34 ● Public Private Partnerships
- 35 ○ Public entities are utilizing public-private partnerships as a way to offset soaring
36 budget deficits when it aligns with their objectives of benefiting the city and their
37 residents
- 38 ○ Have been around since the 1990’s, interest in public-private partnerships has
39 gained increased momentum following the 2008-2009 economic collapse and
40 subsequent decline in tax revenue
- 41 ○ Cities are exploring sponsorships ranging from beverage vending rights to naming
42 rights deals
- 43 ○ Many cities are finding success using sponsorships to recapture lost revenues,
44 generate new revenue streams or to underwrite capital improvements
- 45 ○ Funds are being used to upgrade parks and other local infrastructure to fund
46 public services such as police and fire, or to fund residential assistance programs
- 47 ● USP Customer Advocacy Results

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- 1 ○ BBB Accredited Business since 09/21/2007
- 2 ○ Rating of A+
- 3 • USP – Trusted Service Provider
- 4 ○ Endorsed by the National League of Cities
- 5 ○ Endorsed by North Central Texas Council of Governments
- 6 ○ Accredited by the Better Business Bureau with an A+ rating since 2007
- 7 ○ Clean Record with Regulatory Oversight with State Insurance Commission and/or
- 8 State Attorney General’s Office
- 9 ▪ No fines, penalties, negative rulings, etc.
- 10 ○ Excellence delivering successful programs to our clients
- 11 ▪ Marketing
- 12 ▪ Customer Service
- 13 ▪ Claims
- 14 ▪ Contractor Management
- 15 • USP is Uniquely Qualified
- 16 ○ Superior Product and Program Design
- 17 ▪ Critical factors for a successful program include:
- 18 • Broad, customer friendly coverage in the Terms & Conditions
- 19 • Ease of participation – easy to enroll, file a claim or cancel
- 20 • Organizational culture focused on consumer advocacy
- 21 • Affordable pricing, no hidden charges and attractive terms – month
- 22 to month
- 23 • Small, local contractors committed to upholding USP customer
- 24 service standards
- 25 • No up selling of other products not approved by the City
- 26 • Effective but honest campaign messaging
- 27 • Low Claims Denial Rate
- 28 ○ Customer Advocacy
- 29 ▪ USP takes customer satisfaction very seriously
- 30 ▪ Internal call center with 24/7/365 availability
- 31 ▪ Our customer advocacy philosophy drives our customer satisfaction rating
- 32 of over 95%
- 33 ▪ USP has processed more than 100,000 repair requests
- 34 ▪ In 2014, we denied 0.04% of submitted claims
- 35 ▪ Given USP’s customer advocacy culture coupled with the close working
- 36 relationships with small local contractors, USP is able to approve more
- 37 than 97% of all claims filed and 99.9% of all claims filed fall within our
- 38 coverage caps
- 39 • Philosophy of Customer Advocacy
- 40 ○ Claims Processing
- 41 ▪ When faced with the need for a repair, customers expect and deserve
- 42 immediate assistance
- 43 ▪ USP provides assurance and support by using a simple, customer friendly
- 44 approach
- 45 ▪ There are no forms or paperwork for the customer to complete

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- 1 ▪ Customer calls USP, USP contacts contractor, Contractor calls
2 homeowner, USP initiates work order, Contractor files invoice, USP pays
3 contractor, USP surveys homeowner
- 4 ▪ No further effort on the part of the customer is required
- 5 ▪ This approach maximized customer satisfaction and minimizes concerns
6 of City
- 7 • Contractor Management
- 8 ○ Contractor Selection
- 9 ▪ USP recruits only locally owned contractors. Local contractors understand
10 and appreciate USP's customer service standards which are some of the
11 highest in the industry
- 12 ▪ Local contractors familiar with city code complete repairs effectively and
13 efficiently, resulting in delighted customers
- 14 ▪ USP ensures that every participating contractor has both the desire and
15 ability to quickly respond in their territory with the appropriate equipment
16 and skilled labor
- 17 ▪ USP has a proven track record of developing and working with SBE
- 18 • Implementation is Easy
- 19 ○ Obtain City Council's support
- 20 ○ Execute the Marketing Services Agreement
- 21 ▪ Provides for the use of the City logo on marketing materials
- 22 ▪ Indemnifies the City
- 23 ○ Review and Approve Campaign Materials which can include:
- 24 ▪ Press release
- 25 ▪ Web banner
- 26 ▪ Marketing letter
- 27 ▪ Approve mailing list
- 28 ○ Access to Partner Portal
- 29 ▪ Secure access to important information about enrollments & claims
- 30 • Summary
- 31 ○ We Promise To Take Care Of Your Residents
- 32 ▪ We are the only company endorsed and branded by the National League of
33 Cities
- 34 ▪ We serve over 250 cities and towns including Phoenix, San Diego, Plano,
35 Atlanta, Ft. Lauderdale, Kansas City as well as communities with only 100
36 households
- 37 ▪ We are not a telemarketer or a private utility company
- 38 ▪ We will not upsell other products to your homeowners
- 39 ▪ Broadest coverages and most experienced management team
- 40 ▪ Coverages are tailored to address your community's unique requirements
- 41 ▪ City will enjoy maximum participation through USP's marketing efforts
- 42 ▪ We are a trusted partner and solution oriented company

44 Mr. Madden reviewed the company's marketing strategies. He also said USP contracted with
45 particular providers for their quality of work and knowledge of a municipality's code. He said
46 residents that signed up would pay a set monthly fee, or could opt to pay a fee for the year at a

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1 small discount, that covered all associated costs. He said this was optional coverage with no
2 obligation or long-term contract, and anyone could cancel their coverage at any time.

3
4 Mr. Seastrand asked if a certain percentage of the City needed to sign up in order to work with
5 USP, and Mr. Madden said there was no minimum required number.

6
7 Mr. Macdonald asked for clarification on what the City would receive from such a public/private
8 partnership. He also asked if this kind of coverage was available through a local insurance
9 provider.

10
11 Mr. Madden said the City would not receive anything from the partnership, but it would allow
12 residents to contract with USP. He said most insurance companies did not offer coverage for
13 water or sewer connections, and coverage of this nature was typically offered through a
14 public/private partnership.

15
16 Mr. Tschirki said he had been through the costs and pains of replacing his own laterals just last
17 year. He said it cost approximately \$11,000, which was actually on the lower end because he did
18 much of the work himself. He said laterals had many issues that would arise, like trees being
19 planted where roots caused blockages, cleanings causing damage, and other issues. Mr. Tschirki
20 said Public Works received phone calls regularly from residents who were unclear on what their
21 responsibilities were with their utilities.

22
23 Mr. Stephens asked about exclusions on coverage, including pre-existing conditions, self-
24 inflicted damage, and natural disasters like earthquakes. He also asked whether USP was
25 regulated as an insurance company.

26
27 Mr. Madden said during the initial campaign to sign up those pre-existing conditions would be
28 waived. He said third-party liabilities were not covered, and earthquakes would be excluded as
29 well. Essentially those items that could be incorporated in another insurance policy would not be
30 covered on the USP coverage. He said in some states USP was regulated as an insurance
31 company, and in others they were regulated as a warranty company.

32
33 Mr. Stephens asked if USP had some type of reinsurance or other financial backing, and Mr.
34 Madden said they were part of Quarter Capital for that financial backing.

35
36 Mr. Tschirki asked about a cap, and Mr. Madden said there were no limits of service and it was
37 fully uncapped. He said USP went directly to public/private partnerships with municipalities to
38 meet the specific standards and also to avoid soliciting issues.

39
40 Mayor Pro Tem Spencer asked what cities in Utah were working with USP, and Mr. Madden
41 said Orem was one of the first in Utah, the other being Salt Lake City.

42
43 Mr. Davidson said this was not an Orem specific problem but was consistent across
44 municipalities. He said the City did the RFP soliciting this service for Orem. He said that things
45 did not fail only on the City's end, but also on the resident's end. The suggestions and
46 discussions had been to maintain the City's end of infrastructure, and to allow the residents the
47 same opportunity to make certain their end of infrastructure was working properly and was

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1 covered. The City did not benefit from the service, but it would provide an opportunity for
2 residents to insure themselves against this kind of risk.

3
4 Mr. Downs said the City's Public Works offices fielded these calls and partnering with USP
5 would be a way to educate residents with no cost to the city and no obligation to residents. He
6 said the purpose of the presentation at the meeting was to gauge Council's interest in entering
7 into an agreement with USP.

8
9 Mr. Sumner asked about coverage for apartment buildings, and Mr. Madden said there were
10 specific requirements a residence needed to meet to be eligible for coverage under USP. He said
11 some duplexes and four-plexes may be eligible if they met the requirements. They did not
12 generally cover apartment complexes and currently did not cover commercial businesses.

13
14 Mr. Tschirki asked for clarification on the process of selecting contractors to work with USP.

15
16 Mr. Madden said USP made sure each contractor was licensed and had their credentials and
17 equipment in order. USP had a contractor management group that assigned work and negotiated
18 costs to protect home owners from being taken advantage of in the repair process. He said
19 contractors provided quality services because they wanted to stay inside the program to be
20 considered contractors USP would recommend. USP also followed up with surveys to ensure the
21 home owner was satisfied with their service.

22
23 Mr. Andersen asked for the rates for individual homes, and Mr. Madden said it was \$4.49 per
24 month for water and \$6.99 per month for sewer.

25
26 Mr. Macdonald and Mrs. Black clarified the nature of this kind of public/private partnership with
27 municipalities.

28
29 Mr. Seastrand said this would be an exclusive public/private partnership with USP and the City.
30 Individuals were welcome to contract with other providers, but those who signed up with USP
31 would benefit from the low rates that came with the partnership with the City.

32
33 Mr. Madden said USP would handle the marketing and education to residents through mailers,
34 social media, etc. and would use the Orem logo to show the partnership. All customer billing and
35 claims processing would be through USP. Additional information could be found at
36 www.usp.net.

37
38 Mr. Andersen asked Mr. Madden from his experience how many would sign up for these
39 services, and Mr. Madden said the average was around 20-25 percent depending on the needs of
40 the area.

41
42 Mr. Winterton said Public Works responded on average to three to four homeowner water leaks
43 and five to six sewer lateral calls every other week. The benefit in partnering with a vetted
44 company like USP was the education of residents in their responsibilities and protection for them
45 if they ever needed these services.

46
47 The general consensus of the Council was to move forward with an agreement with USP.

1
2 UPDATE – Utility Master Plan

3 Mr. Tschirki said a mailer had been produced that would go to every account holder in Orem,
4 providing updates recommended by the City Council and containing information about the open
5 houses to be held on August 4th and August 18th. He said the open houses would be at the Senior
6 Friendship Center from 6:00 to 8:00 p.m., and would follow the usual format, with greeters, table
7 displays, posters, videos, and representatives from City staff. He said that Mike Collins and
8 Keith Larsen from Bowen Collins Engineering also would be there. He said visitors would be
9 able to ask questions. He said they could go beyond 8:00 if needed. He said the mailer could also
10 be emailed to citizens.

11
12 Mrs. Black said she had received a robo-call from Mr. Andersen saying this plan was already
13 approved, which it was not. The call had also said that other cities had better ideas, so she had
14 attended Provo's open house and she had brought their information to share. She reported that
15 Provo also had a proposed 5-year plan which had higher rates than Orem's proposal, and that
16 their rates were already higher than Orem's. She said Provo's data showed Orem being at the
17 bottom of the rate scale.

18
19 Mayor Pro Tem Spencer tabled discussion on Mrs. Black's comments until after Mr. Tschirki's
20 presentation.

21
22 Mr. Tschirki reported that Provo was also using Bowen Collins Engineering to develop their
23 master plan. He said he would also respond to the information available on Mr. Andersen's
24 website and shed some light on comments made so far. In addressing quotations in Mr.
25 Andersen's flier, Mr. Tschirki provided more context for the comments from the Wall Street
26 Journal to clarify what the article was actually saying.

27
28 Mr. Tschirki conceded that smart meters were more expensive to repair and maintain, but
29 pointed out the added benefits, as reported in the Wall Street Journal article. With smart meters
30 customers could more easily conserve by having information about their water use; cities could
31 identify leaks in the system; and the City could be alerted to backflow incidents when they
32 occurred. He said Park City used smart meters and they were on track to reduce water use per
33 person 25 percent from the 2000 level by 2025. This 25 percent reduction was a mandate to cities
34 from the state. Smart meters would help empower consumers.

35
36 Mr. Seastrand asked about the cost per smart meter.

37
38 Mr. Winterton said they did not know the exact cost because the agreement would be for many
39 thousands and every meter manufacturer was different, but he agreed that \$300 was probably a
40 good number.

41
42 Mr. Tschirki said there were distinct added advantages for the City and for consumers. He said
43 there was not currently a program in place for water meter replacement. He said the age for
44 accurate meters was approximately 20 years and the vast majority of Orem's system was more
45 than 20 years old. Mr. Tschirki addressed two articles by Charles Fishman referenced in Mr.
46 Andersen's brochure. The brochure talked about 200 year old water lines. The Fishman article
47 in National Geographic actually identified things not enviable about the American water system.

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1
2 Mr. Tschirki said there were leaks in Orem’s water system and they needed a leak detection
3 system. He said the City produced more than 9 billion gallons of drinking water per year and
4 only 6.5 to 7 billion were metered. He noted that water for construction and for parks was
5 metered but not billed.

6
7 Mr. Macdonald asked about the difference between what was metered and what was billed.

8
9 Mr. Tschirki said the City metered what was produced and what was consumed. He said 9
10 billion gallons were produced and about 7 billion gallons were consumed.

11
12 Mr. Andersen asked where the water was going.

13
14 Mr. Macdonald suggested that it was leaking somewhere.

15
16 Mr. Andersen said that every candidate’s fliers should be examined by the councilmembers.

17
18 Mr. Downs said that if candidates were putting out misinformation, the Council would address it.

19
20 Mr. Tschirki said that the average water bill for a family of four was \$34 a month, about a dollar
21 a day. He said that in Orem it was about \$27 a month, which was probably the lowest in the
22 state. He said it was not all just about rates, but what revenue needed to be generated.

23
24 Mr. Tschirki said that in an article in the Rotarian, also by Charles Fishman, he described a water
25 line in Washington D.C. that was over 150 years old, but the article was actually pointing out the
26 “state of ignorance” Americans lived in with regard to their water supply. He said he wanted to
27 make sure they were all on the same page in not wanting to be on same page with the same
28 vision. He said that Orem had lines that would last longer than 50 years, and others they knew
29 would not last longer than 20 years. He said they were not replacing based on age, but their
30 conditions. He said the U.S. system got into its current condition slowly and by patching
31 problems instead of big fixes.

32
33 Curtis Wood asked how many man hours were invested to do this research. He said that if the
34 Council believed so strongly, they would have answers at hand.

35
36 Mr. Tschirki said the facts had been presented over the last year and a half.

37
38 Mr. Davidson said that the point was that, if there was going to be a dialogue about the Utilities
39 Master Plan and rates and fees, this was the time to have it. The work sessions provided an
40 opportunity for fair discussion of the issues so that a consensus could be reached as to what
41 would be the appropriate way to proceed. He said that it was important also that consumers had
42 an opportunity to receive facts associated with why the City was doing what it was doing and not
43 be subject to misrepresentations that did not reflect reality. He said that words and sentences
44 could be cut from articles that were diametrically opposed to what was being presented. He said
45 that this meeting was the forum to have those conversations, not by robo-call or other means.

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1 Mr. Wood said the City was presenting only one plan and he wanted to hear other options. He
2 said he thought a 50-year replacement was incredibly excessive.

3
4 Mr. Davidson asked if Mr. Wood was a professional engineer and had the professional
5 background to substantiate what he was saying. Mr. Wood said no, but that he had common
6 sense.

7
8 Mr. Davidson said the point was to have a conversation and dialogue by people who were
9 professionally qualified to speak to these issues. He said the people would have the opportunity
10 to voice their concerns to the City Council as a whole and not unilaterally.

11
12 Mayor Pro Tem Spencer said there would be open houses and at City Council meetings where
13 the people could voice their concerns and questions.

14
15 Mr. Tschirki said the main objective was to ensure there was a water system in place that was
16 fiscally prudent and responsible. He said that water crises were not quick to fix and were very
17 expensive. He said the plan was a draft and was not final and had not been approved by the
18 Council. He said that over the past year there had been adjustments made to the plan and there
19 would be more over time.

20
21 Mr. Collins said that for more than a year they had been working with the Public Works
22 Advisory Committee and with the Council. He said that when he saw Mr. Andersen's flier he felt
23 he had done a poor job of educating him about what they were trying to do. He spoke directly to
24 the six points on Mr. Andersen's flier.

- 25
- 26 • No pipes would be replaced based on age. They would be replaced based on
 - 27 ○ Leaks
 - 28 ○ Capacity issues
 - 29 ○ Fire flow requirements
 - 30 • When meters failed, the city would get less return from the customers.
 - 31 ○ Sewer rates were based on winter water rates, so both rates would be affected by
 - 32 meter failure.
 - 33 • No revenue from the rate increases would be used to fund the infrastructure associated
 - 34 with the Lakeside development.
 - 35 • The average age of the utility fleet was 10.5 years, as there had been very little
 - 36 investment in the fleet in the past five years, and one Vactor truck costs \$400,000.
 - 37 • By agreement, Vineyard would pay for any facilities built by Orem to serve Vineyard.
 - 38 • The golf course does not want to use reuse water. This plan would save money for Orem
 - 39 citizens by not piping east side water to the west side.
- 40

41 Mr. Macdonald asked if the City was contractually obligated to provide a certain type of water to
42 the golf course, and Mr. Collins said it was not.

43
44 Mr. Winterton said it was to service with reuse irrigation water, and would not violate an
45 agreement.

DRAFT

1 Mr. Seastrand said there was a belief they needed to make the pipes bigger to supply to
2 Vineyard.

3
4 Mr. Collins said Orem's existing storage was inadequate based on state standards. He said Orem
5 had been living off the excess storage of the Central Utah Project, which now was being used in
6 other ways. He said one reason Orem had had the lowest rates in the valley was that the federal
7 government had been paying for most of the major water system, but that funding had gone
8 away.

9
10 Mr. Collins reiterated that any improvements done for the benefit of Vineyard must be paid for
11 by Vineyard.

12
13 Mr. Collins said the existing system was stretched to the max, not because of Vineyard, but
14 because water was being moved from the east side to the west side, as well as north to south.

15
16 Mr. Tschirki said Vineyard paid for their proportionate share for the 400 North water line
17 replacement several years ago, and they had plans to build two storage tanks for themselves.

18
19 Mr. Seastrand said there were three main lines that ran into Vineyard by which Orem, by
20 contract, was required to supply.

21 UPDATE – Southwest Annexation

22
23 Mr. Bench presented an update on the Southwest Annexation area. He said they had worked with
24 developers and staff and were at the point where they were planning to move forward and bring
25 the items before the Planning Commission and City Council. He said the area was about 467
26 acres total, with approximately 227 acres of that being considered for annexation.

27
28 Mr. Macdonald asked for clarification of Orem's official boundary, which Mr. Davidson and Mr.
29 Bench provided.

30
31 Mr. Bench said if the developers were required to install the infrastructure, the density needed to
32 be sufficient to meet those requirements. They were looking at a potential 1,903 ERUs in the
33 area. He reviewed the proposed zoning and said any rezoning in the future would go through the
34 regular rezone process.

35
36 Mr. Macdonald asked whether the units in the proposed developments would be for rent or for
37 sale, and Mr. Bench said he believed the McDougal development would be townhouse/apartment
38 rentals and the Mansell development would be for sale. His understanding was that the Mansell
39 development would be senior housing for those 55 years of age and older.

40
41 Mr. Bench reviewed the Orem-Provo boundary agreement, where Orem would have ownership
42 of 2000 South east of the railroad lines and Provo would have ownership west. Also, the
43 agreement would allow development access from the north side of 2000 South on the Provo side.
44 For the Impact Fees, studies had been completed for sewer, storm water, culinary water, parks,
45 and fire services. The plan was that developers would pay full cost of infrastructure
46 improvements; the City would have no financial obligation for improvements in the annexation
47 area. City staff would work with developers through an agreement to provide a credit against

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1 impact fees incurred on future development for the costs of installing infrastructure greater than
2 the required impact fees for their developments.

3
4 Mr. Sumner asked what mechanism was in place to ensure that infrastructure would be installed,
5 and Mr. Bench said the City was not going to pay for improvements so developers had to meet
6 those requirements or their projects would fail. He said there would be development agreements
7 with the developers. They anticipated that any developer coming in would pay for the
8 infrastructure themselves.

9
10 Mr. Davidson said the impact fee numbers were based on the assumption that development
11 would move forward based on the higher density scenarios. The City Council could change the
12 number of ERUs permissible and it would dramatically change impact fees. There was a
13 threshold for these projects; if the developers could not build at a specified higher density then
14 their projects would no longer be feasible.

15
16 Mr. Winterton said the direction from the Council was to have the developers assume the burden
17 of building out infrastructure. The need for that infrastructure was still there, regardless of
18 whether it was built by the City or by developers, but no money had been allocated to the area
19 because it was determined that the developers would build the infrastructure and impact fees
20 would cover those costs.

21
22 Mr. Bench reviewed the next steps that they would take to move forward.

23
24 Mr. Sumner asked about traffic flow to the area, and Mr. Bench said Mr. Mansell had been
25 working with UDOT and planned to build a cross-section. Mr. Bench said they would also be
26 looking at improvements on Geneva Road.

27
28 Mr. Seastrand asked if traffic studies had been conducted, if improvements to Geneva Road
29 would include widening the road, and what the projected impact would be on 2000 South.

30
31 Mr. Bench said traffic studies had been done and they supported the development proposals. He
32 said Mr. Mansell would work with Provo on 2000 South as the occasion arose.

33
34 Mr. Andersen asked for clarification about developer's responsibilities, and Mr. Bench restated
35 that the cost would be on the developer. Subsequent development would be done by developers
36 themselves. Mr. Andersen asked if that would then change the rate increase proposal.

37
38 Mr. Davidson said they were looking at a number of scenarios. He said the proposed fees could
39 increase or decrease depending on what priority was given to certain projects. There were
40 identified projects in the area, but many aspects of development were still flexible, including
41 density scenarios and the impact fees. He said the need for the infrastructure was there regardless
42 of who built it.

43
44 Mr. Andersen asked about a lift station for the Southwest Annexation area and who would build
45 that.

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1 Mrs. Black said that this discussion was an example of why it was important not to say that
2 things had been decided before they were officially decided. She said they were still working
3 through things.

4
5 Mr. Davidson said the budget was a plan, and plans were subject to change based on future needs
6 and discussions. Projects could be moved forward or be shifted back depending on need. The
7 proposed projects within the annexation area would cover only a small portion of what the area
8 would require in the future. If the developer's proposed zoning and density scenarios were
9 accepted there would be a clearer objective for the area.

10
11 Mr. Davidson said that master plans were for the whole community and this was only one
12 component of the plan. He said there could be shifts in the numbers, but not dramatic shifts.

13
14 Mr. Andersen asked if the project would be paid for by the developers or through impact fees.

15
16 Mr. Davidson said the developers would put up costs and then would be reimbursed through
17 impact fees. Any time anyone pulled a permit in that area, they would have to pay an impact fee.

18
19 Mr. Bench said the impact fees would be used to backstop if developers paid less for the
20 infrastructure. The City would use those impact fees for other improvements in the annexation
21 area. If they paid more than necessary, they would get a credit, not a paid-out difference.

22
23 Mr. Collins said the developer financed the improvements, and the impact fees paid for the
24 project.

25
26 Mr. Macdonald gave an example supposing that there were about 272 acres, and the particular
27 developers were only developing 20 of those acres, but they were paying significant
28 infrastructure costs upfront. Then any developer afterward would pay those initial developers to
29 tie onto that line. He said Orem was fortunate to have a developer willing to do something like
30 that for the City.

31
32 Mr. Davidson said the proposal was an option and the Council could choose other options if they
33 desired.

34
35 Mr. Andersen asked why it was in the budget.

36
37 Mr. Davidson said because they were capital projects that needed to be completed, whether by
38 the City or by the developer. The budget did not specify that the City had to finance, it was
39 simply identifying projects.

40
41 Mr. Manning said it was identified as part of the capital plan in the budget.

42
43 Mr. Davidson said public infrastructure was being built, so it was rightly in the public budget.
44 The budget merely identified specific infrastructure needs in the city. It did not identify the
45 conduit by which things were paid for.

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1 Mr. Seastrand thanked everyone for their time and effort on the issue, and for finding a solution
2 that worked, and reminded the Council that this was a project that was brought to the City by the
3 residents of the area. He asked if this seemed like a logical plan that fit with long-term strategy
4 for the area.

5
6 Mr. Davidson said they had presented a means whereby this could be accomplished with a
7 specific density. He said that to the best of their ability, they had tried to be sensitive to the needs
8 of developers, City, and property owners, and they believed this was a workable plan.

9
10 Mr. Bench said that with this density, the developer would pay for the infrastructure. With a
11 lower density, the City would probably have to pay for it because the developer would not be
12 able to recoup the loss.

13
14 Mr. Stephens said there could be a decision not to annex at all.

15
16 Mr. Seastrand added that then there would be no development, and the area would not be part of
17 Orem.

18
19 Mr. Davidson said this was triggered in part by the developers, and there was consent by the
20 Council by previous resolution to move to this point. He said they could change the plan if they
21 wanted, but the one presented now had the developer assuming the burden of development.

22
23 Mrs. Black said approving the proposal at the next meeting meant that this would be the plan.

24
25 Mr. Davidson said the Council would be adopting a General Plan amendment, a zoning
26 amendment, and impact fees, and then this would be the plan. If the Council did not approve it,
27 the City would not move forward.

28
29 Mr. Andersen suggested that the Council go back and read 2002 and 2004 minutes about Utopia
30 and suggested that the then City Manager had not been completely honest with the Council then.

31
32 Mr. Davidson said he had never represented the annexation as a financial boon for the city.

33
34 Mr. Earl said part of the plan that would be approved on August 25th would be an agreement with
35 the developers, specifically requiring the developers to put in the infrastructure. The City would
36 not be putting in any of the infrastructure. They were specifically responsible for that. It could
37 be adopted or rejected, but if adopted that would be part of the agreement.

38
39 Mr. Sumner asked how this would impact fire, police, and parks.

40
41 Mr. Davidson said there would be more calls for service.

42
43 Mr. Bench said that was part of the impact fees.

44
45 Mr. Davidson said there were significant costs with servicing this part of the City and he would
46 not represent this as a financial opportunity for the City. It would require them to consider
47 streets, open space, and such. All would be part of the overall package. Impact fees were to

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1 address that impact, so that the current rate payers of Orem would not have to subsidize the new
2 infrastructure.

3
4 Mr. Bench said ongoing it would be similar to any other part of the City in terms of service calls.

5
6 Mr. Andersen asked about the adjustment to the rate structure.

7
8 Mr. Winterton said they were working on that. His recommendation was to move projects
9 forward and keep the rates as they were. He said options would be presented.

10
11 Mayor Pro Tem Spencer said there would be two open houses for citizen input.

12 13 DISCUSSION – E-Cigarette Ordinance

14 Mr. Hirst said some cities in the county had prohibitions on electronic cigarettes in public areas.
15 He had been contacted by the Utah County Health Department, as well as some citizens with
16 concerns about the use of e-cigarettes at large public functions, like Summerfest and Fourth of
17 July festivities. The e-cigarette industry had grown from \$500,000 to nearly \$2 billion in the last
18 five years.

19
20 Mrs. Black asked if this was a health concern, or if the concern was the example to young
21 children.

22
23 Mr. Hirst said there were both health and example concerns. There seemed to be polar arguments
24 about e-cigarettes. Proponents said it was safer than regular cigarettes and produced less second-
25 hand smoke. The cons were that e-cigarettes still used nicotine, still produced second-hand
26 smoke, and as an unregulated and uncontrolled industry currently, there were potentially
27 dangerous chemicals being used. Another concern was that the e-cigarette industry seemed to be
28 targeting teens by offering e-cigarette flavors and claiming it was a safer way to smoke, making
29 it a gateway to regular smoking. Mr. Hirst said another concern was that e-cigarettes were
30 compatible with liquid or wax cannabis. This made it more difficult for police to recognize. He
31 wanted to determine if the Council was interested in bringing forward an ordinance to prohibit e-
32 cigarettes in the same places regular cigarettes were prohibited.

33
34 The general consensus of the Council was to bring this discussion forward and get more
35 information.

36 37 **5:00 P.M. STUDY SESSION – PUBLIC SAFETY TRAINING ROOM**

38
39 CONDUCTING

Mayor Pro Tem David Spencer

40
41 ELECTED OFFICIALS

Councilmembers Hans Andersen, Margaret Black, Tom
Macdonald, Mark E. Seastrand, and Brent Sumner

42
43
44 APPOINTED STAFF

Jamie Davidson, City Manager; Brenn Bybee, Assistant
City Manager; Greg Stephens, City Attorney; Richard
Manning, Administrative Services Director; Bill Bell,
Development Services Director; Karl Hirst, Recreation

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1 Director; Chris Tschirki, Public Works Director; Scott
2 Gurney, Fire Department Director; Gary Giles, Police
3 Department Director; Charlene Crozier, Library Director;
4 Jason Bench, Planning Division Manager; Sam Kelly,
5 Engineer; Neal Winterton, Water Division Manager; Reed
6 Price, Maintenance Division Manager; Brandon
7 Stocksdale, Long Range Planner; Steven Downs, Assistant
8 to the City Manager; and Jackie Lambert, Deputy City
9 Recorder

10
11 EXCUSED Mayor Richard Brunst

12 13 Preview Upcoming Agenda Items

14 Staff presented a preview of upcoming agenda items.

15 16 Agenda Review

17 The City Council and staff reviewed the items on the agenda.

18 19 City Council New Business

20 Mrs. Black went to the Jenny Oaks Baker concert, and said it was wonderful. There were over
21 1,200 in attendance. Admission was free to everyone and Mrs. Black wanted to thank Charlene
22 Crozier of the Library for putting on the event. Mrs. Crozier said Wayfair was the sponsor that
23 made possible a nice big production. Mrs. Black wanted to thank Arts Council for their work.

24
25 Mr. Sumner said the Beautification Advisory Commission wanted to voice concern that people
26 would not apply for the advisory commission because of the arduous application process.

27
28 Mr. Macdonald asked why this was the process they were using.

29
30 Mr. Sumner said he was concerned about the amount of personal information that needed to be
31 provided.

32
33 Mr. Bybee said it was to create a level playing field so everyone was using the same official
34 form. He said comparatively it was more basic and simplified than others he had researched.

35
36 Mrs. Black wondered if the process made people feel like they were not good enough to be a
37 volunteer.

38
39 Mr. Davidson said some questions were to help council get to know applicants they did not know
40 personally and to weed out potential conflicts of interest.

41
42 Mr. Bybee said some was even to avoid potential awkwardness. It was also to allow the Council
43 to make informed decisions.

44
45 Mrs. Black said the point was to give more people the opportunity to serve.

46
47 Mr. Sumner said one concern of the applications was the background check.

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1
2 Mrs. Crozier said the background checks were not a bad idea, especially for some groups that
3 worked specifically with the community and youth, and had caught potential problems in the
4 past.

5
6 Mr. Davidson said it was important to do the checks rather than be caught in a situation where
7 they should have done one and did not, and a problem developed. He said it was not the intent to
8 be invasive, but rather to protect.

9
10 Chief Giles said our police department was authorized to do background checks and the
11 applicants had to pay the fee.

12
13 Mayor Pro Tem Spencer said the Citizen's Police Academy was an awesome and interesting
14 educational experience, and he thought Orem's police should be commended for their service.

15
16 Mr. Davidson said that the Council should add the September 10th "Day of Caring" to their
17 calendars. He said that was the same day as the employee appreciation lunch at Nielsen's Grove
18 noon. He reported that the annual conference of the Utah League of Cities and Towns would be
19 held September 16-18 in Salt Lake. Those interested in attending should contact Kristie for
20 registration.

21
22 The Volunteer Appreciation night was scheduled for September 2nd at Timpanogos Park.

23
24 The Timpanogos Storytelling Institute and Storytelling Festival would be the first week in
25 September.

26
27 Information would be coming about the Sundance Economic Executive Summit in September.

28
29 The Council adjourned at 5:44 p.m. to the City Council Chambers for the regular meeting.

30 **6:00 P.M. REGULAR SESSION – COUNCIL CHAMBERS**

31
32
33 CONDUCTING Mayor Pro Tem David Spencer

34
35 ELECTED OFFICIALS Councilmembers Hans Andersen, Margaret Black, Tom
36 Macdonald, Mark E. Seastrand, and Brent Sumner

37
38 APPOINTED STAFF Jamie Davidson, City Manager; Brenn Bybee, Assistant
39 City Manager; Greg Stephens, City Attorney; Richard
40 Manning, Administrative Services Director; Bill Bell,
41 Development Services Director; Karl Hirst, Recreation
42 Director; Chris Tschirki, Public Works Director; Scott
43 Gurney, Fire Department Director; Gary Giles, Police
44 Department Director; Charlene Crozier, Library Director;
45 Jason Bench, Planning Division Manager; Sam Kelly,
46 Engineer; Neal Winterton, Water Division Manager; Reed
47 Price, Maintenance Division Manager; Brandon

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Stocksdale, Long Range Planner; Steven Downs, Assistant to the City Manager; and Jackie Lambert, Deputy City Recorder

EXCUSED

Mayor Richard Brunst

INVOCATION /

INSPIRATIONAL THOUGHT

Daniel Thurgood

PLEDGE OF ALLEGIANCE

Mrs. Allen substituted for her son, Jonathan Allen.

APPROVAL OF MINUTES

Mr. Macdonald **moved** to approve the June 23, 2015, City Council meeting minutes. Mr. Seastrand **seconded** the motion. Those voting aye: Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent Sumner. The motion **passed** unanimously.

MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

Upcoming Events

The Mayor referred the Council to the upcoming events listed in the agenda packet.

Appointments to Boards and Commissions

Mr. Seastrand **moved** to appoint Stanley Roberts, Jr. to the Public Works Advisory Commission. Mrs. Black **seconded** the motion. Those voting aye: Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent Sumner. The motion **passed** unanimously.

Recognition of New Neighborhoods in Action Officers

There were no new neighborhood officers recognized.

REPORT – Cries of Freedom

Scott Swain said having Col. Gail Halvorsen come made it a great event. He said they hoped to do an air show next year. He presented the Council with parachutes from the Candy Bomber and other gifts.

CITY MANAGER'S APPOINTMENTS

Appointments to Boards and Commissions

Mr. Davidson recommended Carl Cook be appointed and Michael Walker be reappointed to the Planning Commission.

Mr. Macdonald **moved** to appoint Carl Cook to the Planning Commission. Mr. Seastrand **seconded** the motion. Those voting aye: Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent Sumner. The motion **passed** unanimously.

DRAFT

1 Mr. Macdonald **moved** to reappoint Michael Walker to the Planning Commission. Mr. Seastrand
2 **seconded** the motion. Those voting aye: Hans Andersen, Margaret Black, Tom Macdonald,
3 Mark E. Seastrand, David Spencer, Brent Sumner. The motion **passed** unanimously.
4
5

6 **PERSONAL APPEARANCES**

7

8 Time was allotted for the public to express their ideas, concerns, and comments on items not on
9 the agenda. Those wishing to speak should have signed in prior to the meeting, and comments
10 were limited to three minutes or less.
11

12 There were no personal appearances.
13
14

15 Walter C. Orem Award – Jerry and Betty Washburn

16

17 Mayor Pro Tem Spencer asked Mr. Seastrand to present the Walter C. Orem Award to Jerry and
18 Betty Washburn. He read the information about the Washburns and thanked Betty Washburn for
19 her partnership with her late husband and for their service to the City and community at large.
20

21 RESOLUTION – Designating 800 North Street in Orem as both Canyon Parkway and 800 22 North Street

23

24 Mr. Davidson said the Washburn family might have been wondering why they were part of this
25 resolution. He said that, years ago, there was a discussion that the companion to University
26 Parkway was 800 North Street and it should be named Canyon Parkway. Mayor Washburn had
27 brought that suggestion forward. Mr. Davidson said that in recent months the Council and Mayor
28 had resurrected this discussion and a consensus was reached with UDOT, and UDOT had
29 indicated its willingness to allow 800 North Street to be jointly designated as Canyon Parkway
30 and 800 North Street, in addition to its State highway designation of SR-52.
31

32 Mr. Davidson recommended that the City Council, by resolution, designate 800 North Street in
33 Orem as both “Canyon Parkway” and “800 North Street”. He said that 800 North Street in Orem
34 was a State highway, a major east/west corridor through the City, and a gateway to Provo
35 Canyon.
36

37 Mrs. Black **moved**, by resolution, to designate 800 North Street in Orem as both Canyon
38 Parkway and 800 North Street. Mr. Seastrand **seconded** the motion. Those voting aye: Hans
39 Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent Sumner.
40 The motion **passed** unanimously.
41

42 **CONSENT ITEMS**

43

44 MOTION – Appoint Poll Workers and Polling Location for 2015 Primary and General 45 Municipal Elections

46

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1 Pursuant to Section 20A-5-602 of the Utah State Code, the City Council must appoint election
2 poll workers at least fifteen days prior to the election.

3
4 Pursuant to Section 20A-5-403(1)(b) approval of the voting locations must also be approved by
5 the City Council.

6
7 RECOMMENDATION: The City Recorder recommended the City Council, by motion:

8 (1) Appoint the receiving and alternate poll workers for the 2015 Municipal Elections

9 (2) Approve the polling location

10
11 Mr. Macdonald **moved** to appoint Poll Workers and Polling Location for 2015 Primary and
12 General Municipal Elections. Mrs. Black **seconded** the motion. Those voting aye: Hans
13 Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent Sumner.
14 The motion **passed** unanimously.

15 16 SCHEDULED ITEMS

17
18 6:00 P.M. PUBLIC HEARING – Climate Control Storage in C2 Zone

19 ORDINANCE – Amending Section 22-8-17(7) of the Orem City Code pertaining to climate
20 controlled storage units in the C2 zone

21
22 Mr. Bench reviewed with the Council a request that the City Council amend Section 22-8-17(7)
23 pertaining to climate controlled storage units in the C2 zone. He said that this ordinance had been
24 in place for several years, beginning with a facility on 1600 North. He said it had been modified
25 since and allowed 4 units. With the State Street plans the City felt it would be good to limit the
26 number to two.

27
28 The Planning Commission recommended the City Council amend Section 22-8-17(7) pertaining
29 to climate controlled storage units in the C2 zone. The planning staff supports the Planning
30 Commission's recommendation.

31
32 Mayor Pro Tem Spencer opened the public hearing.

33
34 There was no public comment and the public hearing was closed.

35
36 Mrs. Black **moved**, by ordinance, to amend Section 22-8-17(7) of the Orem City Code pertaining
37 to climate controlled storage units in the C2 zone. Mr. Seastrand **seconded** the motion. Those
38 voting aye: Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David
39 Spencer, Brent Sumner. The motion **passed** unanimously.

40
41
42 6:00 P.M. PUBLIC HEARING – PD-46 Zone

43 ORDINANCE – Enacting Section 22-11-59 and Appendix NN (PD-46 zone) and amending
44 Section 22-5-1 and Section 22-5-3(A) and the zoning map of the City of Orem to change
45 the zone on property located generally at 200 East 1200 South from the R6.5 zone to the
46 PD-46 zone

DRAFT

1 Mr. Bench reviewed Harold Irving's request that the City enact Section 22-11-59 and Appendix
2 NN (PD-46 zone) and amend Section 22-5-1 and Section 22-5-3(A) and the zoning map of Orem
3 City to change the zone on property located generally at 200 East 1200 South from the R6.5 zone
4 to create a new PD zone.

5
6 Mr. Bench said that the applicant proposed to create the PD-46 zone to allow the development of
7 a project on approximately 3.52 acres located at 200 East 1200 South. The proposal was for 36
8 units, up to 12 units per acre. The units would be townhouses similar to Pheasant Meadows by
9 Sleep Ridge Golf Course. There would be a development agreement to ensure that the street was
10 finished with the project. The property surrounded by four-plexes and other higher density
11 development. The project would complete 200 East Street, which would be a benefit to the City.

12
13 Dave Irving, with Building Dynamics, said all of the units would be for sale. He said a
14 neighborhood meeting was held in early May. He said there was a positive buzz in that meeting,
15 but it was a small meeting.

16
17 Mrs. Black asked about amenities in the common areas. Mr. Irving said there would be
18 playground equipment and grass.

19
20 Mr. Sumner asked about a study of traffic flow in the area. Mr. Bench said Mr. Goodrich saw the
21 traffic study as acceptable. The connection of 200 East would give the additional access.

22
23 Mayor Pro Tem Spencer opened the public hearing.

24
25 Curtis Wood, resident, said there were positive things about it but was wondering why there
26 could not be more single-family dwellings. He thought the movement toward all multi-family
27 developments was a concern he heard about frequently.

28
29 Mayor Pro Tem Spencer closed the public hearing.

30
31 Mr. Seastrand said single-family developments did not need to come before the Council, so that
32 was why they did not see those. They were zoned and appropriate and there had been a
33 significant amount of single-family development throughout the City. He encouraged Mr. Wood
34 to meet with the Planning Commission.

35
36 Mayor Pro Tem Spencer said it was beneficial that townhomes be built that people could
37 purchase, rather than just rental unit.

38
39 Mr. Andersen said many people had spoken to him about rental units. He said there was a lot of
40 talk about growth, but that over the last five years the growth had only been 436 people per year.
41 He said Orem was getting to be an older community, but he was glad to see the neighbors had no
42 problem with the development. He said that he would be interested to see growth really did
43 happen in Orem.

44
45 Mr. Macdonald **moved**, by ordinance, to enact Section 22-11-59 and Appendix NN (PD-46
46 zone) and amend Section 22-5-1 and Section 22-5-3(A) and the zoning map of the City of Orem
47 to change the zone on property located generally at 200 East 1200 South from the R6.5 zone to

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1 the PD-46 zone. Mrs. Black **seconded** the motion. Those voting aye: Hans Andersen, Margaret
2 Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent Sumner. The motion **passed**
3 unanimously.

4
5
6 RESOLUTION – Amending the conditional use permit of Verizon Wireless at 1545 South
7 State Street in the C2 zone

8
9 Mr. Bench presented to the Council Pete Simmons’ request that the City amend the conditional
10 use permit of Verizon wireless for the actual storage of the equipment at 1545 South State Street
11 in the C2 zone. Verizon would now like to use a platform structure instead of the previously
12 approved shelter to protect its equipment. The proposed platform would protect the equipment
13 from above, but the sides would not be enclosed. This was the only requested change to the site.

14
15 The Planning Commission recommended the City Council approve, by resolution, the amended
16 conditional use permit of Verizon Wireless at 1545 South State Street in the C2 zone. The
17 planning staff supports the Planning Commission recommendation.

18
19 Mayor Pro Tem Spencer asked if there were concerns about vandalism.

20
21 Daniel Thurgood with Technology Associates, representing Verizon, said there was not a
22 concern about vandalism.

23
24 Mrs. Black **moved**, by resolution, to amend the conditional use permit of Verizon Wireless at
25 1545 South State Street in the C2 zone. Mr. Macdonald **seconded** the motion. Those voting aye:
26 Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent
27 Sumner. The motion **passed** unanimously.

28
29
30 **COMMUNICATION ITEMS**

31
32 There were no communication items.

33
34 **CITY MANAGER INFORMATION ITEMS**

35
36 There were no city manager information items.

37
38 **ADJOURNMENT**

39
40 Mrs. Black **moved** to adjourn the meeting. Mr. Andersen **seconded** the motion. Those voting
41 aye: Hans Andersen, Margaret Black, Tom Macdonald, Mark E. Seastrand, David Spencer, Brent
42 Sumner. The motion **passed** unanimously.

43
44 The meeting adjourned at 6:35 p.m.

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OREM CITY COUNCIL/ALPINE SCHOOL DISTRICT
SPECIAL JOINT MEETING
56 North State, Orem, Utah
August 26, 2015

This meeting was for discussion purposes only. No official action was taken.

CONDUCTING Mayor Richard F. Brunst, Jr.

OREM ELECTED OFFICIALS Councilmembers Margaret Black, Tom Macdonald, Mark Seastrand, and Brent Sumner

OREM STAFF Steven Downs, Assistant to the City Manager; and Jackie Lambert, Deputy City Recorder

ALPINE BOARD OF EDUCATION John Burton, Paula Hill, JoDee Sundberg, and Deborah Taylor

ALPINE SCHOOL DISTRICT ADMIN. Sam Jarman, Superintendent; Rob Smith, Assistant Superintendent

ABSENT/EXCUSED Councilmembers Hans Andersen and David Spencer

INVOCATION Margaret Black

Mayor Brunst called the meeting to order at 12:09 p.m.

Items of Common Interest

DISCUSSION – 100 Year Celebration

Mayor Brunst thanked the Alpine School District for the 100-Year Celebration event with Alpine School District employees.

Mr. Jarman said there were approximately 8,000 employees in the District. He compared that with Vivint, a worldwide organization, which had 12,000 employees. He noted that public school played an important role in the community, with teachers and employees often living in the community, as well as the work the schools did in educating the upcoming generation to be good citizens and good wage earners.

He shared a thought he had heard from Governor Herbert that, upon returning from a trip to Europe, he had felt that the United States was a light to the world and Utah was a light to the United States. Mr. Jarman then said that he sees our communities as a light for the state of Utah.

He said they had had a good start to the school year and he appreciated the help from the City for a variety of things, from crossing guards to supportive families.

1
2 He said that the district was trying to utilize space in the area as efficiently as possible and might
3 be looking to change some elementary school boundaries to alleviate some of the growth issues,
4 especially around Vineyard Elementary, which had 900 students. He said that many of the
5 current schools could house at least 700 students. He said that eventually a school would need to
6 be built in the Vineyard area and the District would appreciate any help to purchase land at a fair
7 value for a school. He said an elementary site was typically 10 acres.

8
9 Mayor Brunst said Vineyard had planned for schools. Mrs. Sundberg clarified that they had put
10 that forward, but had not “planned” for them. Mr. Jarman said that the plans had been removed at
11 the last Planning Commission session. He believed that this would mean the District would have
12 to purchase a number of actual building lots, which would be more expensive than purchasing a
13 designated school site. He had hopes that this situation would improve through continued talks.

14
15 Mr. Macdonald brought up the possibility of the land being sold as lots but at the price of a
16 school site, with the developer being able to claim the difference as a tax deduction, which has
17 been done in the past.

18
19 Mrs. Sundberg said the CDA in the Vineyard area had a negative impact on the district in that
20 area. Part of the CDA included residential, so more children would be coming in and a school
21 would have to be built.

22
23 Mr. Jarman said they relied on the tax dollars to build the schools and to be a part of the
24 community. He said that he had not intended to bring a Vineyard issue to the Orem Council.

25
26 Mr. Bybee said that Orem City staff had been meeting with Vineyard for items of common
27 interest, such as a traffic study regarding existing elementary schools. He said that Orem could
28 share with Vineyard things they had learned over many years.

29
30 Mayor Brunst said that Orem and Vineyard had a lot of shared interests.

31
32 Mrs. Black said that Orem could share what they had learned about the need for elementary
33 schools.

34
35 Mrs. Sundberg said it had been suggested that they build in Orem and bus the kids up. Mr.
36 Jarman said that would make no sense when a community could have neighborhood schools.

37
38
39 DISCUSSION – Communications

40
41 Mr. Jarman said the District would like to continue to work on good communication with the
42 City. He said the District had been caught off guard when the sod was removed from the softball
43 fields by Mt. View and Orem Elementary. He understood the reasons, but he thought
44 communication prior to things happening would be helpful.

45
46 Mr. Bybee said he was anticipating a meeting in the near future which would focus on the
47 discussions concerning the land swap.

1
2 DISCUSSION – Soccer Scoreboard
3

4 Mr. Jarman said he was grateful to hear of the Timpanogos soccer field scoreboard going in. He
5 was glad the patrons, the boosters, the City and the District could come together to accomplish
6 this. He asked if there was any concern the City might still have concerning the scoreboard.
7

8 Mr. Bybee said there was none that he knew of, but that he would check.
9

10 Mr. Seastrand asked if there was any advertising or sponsorship on the board itself.
11

12 Mr. Jarman said he had not heard of any.
13

14 Ms. Taylor said it was an electronic scoreboard and she did not remember an advertisement. She
15 said that the guidelines had been followed according to the agreement for joint use of the field.
16 She said the field was used for various uses, beyond just soccer, and that over the last seven
17 years the Timpanogos women’s soccer team had won state titles several times and deserved
18 something above and beyond flip cards for keeping score. She expressed gratitude for the City’s
19 help.
20

21 Mr. Jarman also expressed appreciation for the improvements to the Orem Fitness Center. Mayor
22 Brunst said that three high schools use the center for their swim teams.
23

24 Mrs. Sundberg said she had spoken with some citizens who were very impressed when they
25 learned that the City and District met together regularly to collaborate. She thought it should be
26 made known that there was a collaborative effort between them and that Orem City was about
27 good education and families.
28

29 Mayor Brunst said the City appreciated the partnership. He said the District was a big part of the
30 community.
31

32
33 DISCUSSION – Polaris and Summit High Schools
34

35 Mr. Macdonald asked what kind of schools Polaris and Summit high schools were.
36

37 Mr. Jarman said they were special purpose schools. He said that Summit High School was for
38 kids who may have gotten into some trouble with the courts, but also for kids who may be wards
39 of the state or living in foster care, whose parents may be serving time.
40

41 He said that Polaris High School was an alternative school for 11th and 12th grade students who
42 were not on track to graduate after 9th or 10th grade. He said more money per student was
43 probably spent at that school than at any other school in the District. He said it was designed to
44 be a small school with small classes to help meet the needs of those students. He said the
45 successful graduation rate was about 68 percent, compared to only 14 percent with the previous
46 model. He said the graduation rate across the whole district was now at about 91 percent.
47

1 He said that East Shore Online High School was an in-district online school with over 90 percent
2 completion rate of online courses. He said the online school allowed the District to keep the
3 WPU at the school where the student resided. He said these online courses allowed students to
4 complete certain courses independently which then allowed them to fit other courses, such as
5 choir, into their daily school schedules.

6
7 Mr. Sumner asked how many online students there were.

8
9 Mr. Jarman said it was a large number and he would find out what it was. He noted that students
10 might take only one online course and take the rest of their classes at their local high school. He
11 said there were labs in each high school where students could access the online courses through
12 the internet.

13
14 Mrs. Hill said the schools were impressive and served the whole district. She had taught school
15 and had seen the old model, and she said it was impressive to see how the new model worked.

16
17 Mr. Macdonald stated that he was not fully aware of how the home schooling and charter schools
18 worked within the area. He asked what connection the District had with those groups.

19
20 Mr. Jarman said the District had some contact with home school groups. Home-schooled
21 elementary students could enroll through the District and the District would provide curricula
22 and computers to help parents who need the help. The District also was part of the original group
23 that put together UCAS. He said that about 70 percent of student enrollment at UCAS came from
24 ASD. Once UCAS was formed it was guided by its charter. In the past there has been an ASD
25 employee on the UCAS board. He said currently there was one representative for all three
26 districts, and the current representative was from Provo District.

27
28 Mr. Jarman noted that K-9 students attend ASD schools where they learn the basics, and then
29 some of those same students enter UCAS, which was the number one high school in the state. He
30 said it was important to acknowledge that those students who graduated from UCAS with both a
31 high school diploma and an associate degree received their foundation from the ASD schools. He
32 noted that ASD also offers associate degrees through the high schools.

33
34 Mr. Macdonald asked about oversight for charter schools. Mr. Jarman said every school had its
35 own board, and then there was also a state charter board.

36
37 Mr. Jarman said the charter schools usually would not have the structure to deal with issues such
38 as the death of a faculty member, and the District would provide them with advice and services
39 in such instances, even though the charter schools wanted to stress their independence.

40
41
42 DISCUSSION – Alpine School District Bond

43
44 Mayor Brunst asked if the district was looking for a bond next year.

45
46 Mr. Jarman said yes. He said they needed to build several schools. He said that, without any kind
47 of tax increase, living within the existing dollars, they could get a \$210 million bond, but that
48 would not be enough. He said they hoped to get between \$230 and \$250 million, which would

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1 require a slight tax increase but should not be a major impact. He noted that they were
2 experiencing tremendous growth.

3
4 Mrs. Black asked what positive things there would be for Orem residents to know about for the
5 bond, such as other projects it would fund.

6
7 Mr. Jarman said they were in the midst of discussions about projects identified for capital needs
8 throughout the district. They were working on that list currently, and they could share that next
9 time they met. He wanted to emphasize that capital projects discussed at this point, as well as
10 any lists of projects, were preliminary and subject to change as projects were continually
11 identified and prioritized during discussions.

12
13 Ms. Taylor said the bottom line was there was growth that needed to be planned for. She said
14 there was a whole process in preparing for the bond.

15
16 Mrs. Sundberg said there would be things for Orem and that people would give lots of feedback
17 on how they should use the funding.

18
19 It was noted that the Orem Junior High ribbon cutting that night.

20 21 22 UPDATE – Hawk Signal

23
24 Mayor Brunst asked about the hawk signal by Orchard Elementary.

25
26 Mr. Bybee said the City had received additional feedback from parents in the area. He said the
27 location was determined and they had budget dollars to move toward half the cost and informally
28 they had talked about this being a shared cost. He said he was not sure that the funding had been
29 finalized by the District.

30
31 Mr. Jarman said he would check with Rob Smith about it.

32
33 Mr. Bybee said they could begin the bid solicitation process, as long as they were all on the same
34 page.

35
36 Mr. Jarman said they were dealing with issues in American Fork and he was under the
37 impression this one had been resolved and taken care of prior to that. He said he would follow up
38 on that.

39 40 41 UPDATE – School Security Measures

42
43 Mr. Bybee said Orem Police Chief Giles had almost completed an in-depth review of all Orem
44 schools, and had created detailed maps available to his officers, including entrances, exits,
45 windows, etc. He said the chief was taking officers into the schools to do in-person tours and get
46 officers in with the administration. He said that response to and proactive safety for schools was
47 a very high priority for Chief Giles.

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1 Mayor Brunst said Orem was ahead of the game by doing this kind of preparation.
2
3

4 UPDATE – All-abilities Playground 5

6 Mr. Downs reported that the City was going to build an all abilities playground at the City Center
7 Park. He said the City was working with Kids on the Move and United Way, converting the
8 current playground space. He said they were also coordinating with Teresa at UVU who was
9 working on their new autism center.
10

11 Mrs. Black asked if there would still be regular playground equipment. Mr. Downs said any
12 child could play on the specialized equipment.
13

14 Mr. Seastrand the other item of interest to the community was a dog park, and that the preferred
15 location was near Cascade Park and Elementary School. He said he felt the Alpine School
16 District needed to be part of the discussion. He said a key strategy for the city was putting parks
17 near schools, and he had concern about the dog park being near a school.
18

19 Mr. Sumner asked if there was anything to watch for in the upcoming legislative session. Mrs.
20 Sundberg said she would have that ready for the next meeting. She said Senator Osmond, who
21 was very interested in helping at-risk students, had visited with three schools in the district and
22 had attended the graduation at Polaris High School. She said the biggest thing they were asking
23 for now was that there would be less legislation written for public education.
24
25

26 Set Date and Time for Next

27 The next meeting was scheduled for October 28, 2015, at noon in Orem.
28
29

30 The meeting adjourned at 1:11 p.m.

Commission Appointments

Heritage Advisory Appointment(s)

First Review
by Council

Norman Tong

Recreation Advisory
Commission
Appointment(s)

Reappointment(s)

Bill Hoops

CITY OF OREM
CITY COUNCIL MEETING
SEPTEMBER 8, 2015



REQUEST:	RESOLUTION – Authorizing the Mayor to execute an agreement with Utility Service Partners Private Label Inc. d/b/a/ Service Line Warranties of America (SLWA) to educate and market its services to residential property owners within the City of Orem
APPLICANT:	The City of Orem
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- E-mailed to newspapers
- Posted on Social Media

SITE INFORMATION:

General Plan Designation:
N/A
Current Zone:
N/A
Acreage:
N/A
Neighborhood:
N/A
Neighborhood Chair:
N/A

PREPARED BY:

Steven Downs
Assistant to the CM

RECOMMENDATION:

The Assistant to the City Manager recommends that the City Council, by resolution, authorize the Mayor to sign the agreement with SLWA.

BACKGROUND:

Residential property owners within the City call the City weekly asking for repairs to the water or sewer lines that provide service to their homes, only to find out that it is their responsibility to pay for the repairs. Often these repairs can cost thousands of dollars. The City is making an effort to be proactive in educating residential property owners about this responsibility, and to provide them with an optional solution that could help them mitigate the risk of a line breaking and/or leaking.

In April, 2015, the City requested proposals from organizations that would consider partnering with the City in an effort to educate and offer a solution to residential property owners regarding their responsibility for the water and sewer lateral lines to their homes. The City received three proposals. After reviewing the proposals, the City has determined that that SLWA offers a superior product at the lowest price.

The proposed agreement between the City and SLWA grants to SLWA a non-exclusive license to use the City's name and logo on letterhead, bills, and marketing materials that will be sent to residential property owners within the City educating them about their rights and responsibilities for the sewer and water lateral lines servicing their properties as well as offering for sale warranties and other products related to the repair and maintenance of sewer and water lateral lines that service their properties.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH UTILITY SERVICE PARTERS PRIVATE LABEL, INC. D/B/A/ SERVICE LINE WARRANTIES OF AMERICA (SLWA) GRANTING SLWA A NON-EXCLUSIVE LICENSE TO USE THE CITY'S NAME AND LOGO ON MARKETING AND OTHER MATERIALS FOR SEWER AND WATER LINE LATERAL WARRANTIES AND OTHER PRODUCTS

WHEREAS Utility Service Partners Private Label, Inc. d/b/a Service Line Warranty of American (SLWA) offers to residential property owners sewer and water lateral line warranties and other products (collectively "Warranties"); and

WHEREAS the City of Orem (City) has determined that it is in the best interest of its citizens to help educate them about residential property ownership rights and responsibilities for the sewer and water lateral lines that service residential properties; and

WHEREAS the City and SLWA desire to enter into an agreement whereby the City will grant SLWA a non-exclusive license to use the City's name and logo on letterhead, bills, and marketing materials related to its Warranties for the purposes of educating citizens and offering for sale the Warranties; and

WHEREAS the terms of the agreement are set forth in the attached Marketing License Agreement Between the City of Orem, Utah, and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (License Agreement) which is attached hereto as Exhibit "A".

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

1. The City Council hereby approves the License Agreement attached hereto as Exhibit A and incorporated herein by reference, and authorizes the Mayor to sign the License Agreement on behalf of the City.
2. All acts, orders, resolutions, and ordinances and parts thereof in conflict with this resolution are hereby rescinded.
3. This resolution shall become effectively immediately upon its passage.

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PASSED AND APPROVED this 8th day of September 2015.

Richard F. Brunst, Jr., Mayor

ATTEST:

Donna R. Weaver, City Recorder

COUNCIL MEMBERS VOTING "AYE"

COUNCIL MEMBERS VOTING "NAY"

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF
OREM, UTAH, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A
SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [_____, 20__] ("Effective Date"), by and between the City of Orem, Utah ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, water line laterals between the meter and the residence on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, sewer line laterals between the main line and the residence on residential private property are owned by Residential Property Owners; and

WHEREAS, City desires to inform and educate its residents regarding their responsibility for the portions of their utility service lines that they own; and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to

use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a license to any competitor of SLWA during the term of this Agreement for similar products or offerings.

3. Services. SLWA will provide the following services to customers within the City of Orem in accordance with Exhibits A, B and C attached hereto. Customer contracts will have provisions substantially similar to those attached as Exhibits A, B and C to this Agreement.

4. Term. The term of this Agreement ("Term") shall be for five (5) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, which shall include but will not be limited to failure to honor warranty claims properly due under the terms of the customer contracts or unjustified delay in service to customers, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring, Fall and Winter campaign each year in accordance with the schedules set forth in Exhibit D. The pricing for each such campaign and the scope of coverage for each warranty product shall be in accordance with Exhibit D attached hereto.

5. Indemnification. SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnatee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: CITY:
ATTN: City Manager's Office
Assistant to the City Manager
56 North State Street
Orem, UT 84057
Phone: (801) 229-7115

To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

7. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. Assignment. This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld

9. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

10. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of Utah. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. Incorporation of Recitals and Exhibits. The above Recitals and Exhibit A, B, C and D attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF OREM AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

CITY OF OREM

By: _____

ATTEST:

Donna Weaver, City Recorder

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____

Brad H. Carmichael, Vice President

By: _____

Edwin F. Westfield, III, Chief Financial Officer



HOME SERVICE CONTRACT COVER PAGE
OUTSIDE **SANITARY SEWER** LINE

CONTRACT HOLDER:

[Name]
[Address line]
[City, ST ZIP]

PROVIDER:

Utility Service Partners Private Label, Inc. d.b.a.:
Service Line Warranties of America ("SLWA")
11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Website: www.slwofa.com
Phone: 866-922-9006

Account No.: To be assigned
Confirmation No.: To be assigned

ENROLLMENT DATE: [MM/DD/YYYY]
EFFECTIVE DATE: [MM/DD/YYYY]

SERVICE ADDRESS:

[Name]
[Address line]
[City, ST ZIP]

Dear [Name],

Thank you for enrolling in the Service Line Warranties of America Outside **Sanitary Sewer** Line Service Program. This Home Service Contract is for your Outside Sanitary Sewer Line only and is subject to the enclosed "TERMS & CONDITIONS". The pricing for this Home Service Contract will be as provided in the marketing letter to which you responded in making your enrollment and may be subject to adjustment from time to time in accordance with the attached Terms and Conditions.

Obligations of SLWA under this Home Service Contract are backed by the full faith and credit of SLWA and are not guaranteed by a service contract reimbursement insurance policy. **THIS IS NOT A CONTRACT OF INSURANCE.**

This contract begins at noon local time, thirty (30) calendar days after the enrollment date, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. There is no deductible or service fee per occurrence.

Should you need to file a claim, please contact our emergency hot line at **1-866-922-9006**. Representatives are available to take your call 24 hours a day, seven days a week, including holidays.

We hope that you never experience an emergency, but if you do, we are here to service your needs.

Thank you again for your business.

Sincerely,

Service Line Warranties of America

Please retain these documents for your reference.

Enclosed: UT 1.0 Outside **SANITARY SEWER** Line Terms & Conditions

**TERMS AND CONDITIONS OF THE
SERVICE LINE WARRANTIES OF AMERICA ("SLWA")
OUTSIDE SANITARY SEWER LINE PROGRAM ("SERVICE PROGRAM")**

This Home Service Contract covers the **primary sanitary sewer** line from the point of entry at your home (including a primary sanitary sewer line which may be buried or embedded in a concrete slab under your single-family home) to the point of public or municipal sewer responsibility (typically the main service line) and provides service or repair to restore flow to the primary sanitary sewer line serving your residential home *where the flow of the line is impeded due to normal wear and tear or tree roots*. Determination of how a covered sanitary sewer line claim is to be serviced, repaired or replaced is entirely within the discretion of SLWA based on its professional judgment. **Please note that this Home Service Contract does not cover repairs that might be needed to meet local regulatory requirements or utility directives for matters unrelated to the ability of the line to maintain an unimpeded flow, such as failed smoke or dye tests, or ground or storm water infiltration.**

By enrolling, you represent that your outside sanitary sewer line is in good working order.

This Home Service Contract covers only the home listed on the cover page. You may not assign or transfer this Home Service Contract to another person or to another home or property.

To initiate a service call under this Service Program, you must call SLWA, toll free at 866-922-9006 (assistance is available 24 hours per day, 7 days a week) before any work is performed. All work must be performed by an authorized SLWA contractor. Any exceptions to this are at the sole discretion of SLWA and in no event will SLWA's liability for reimbursement on work performed by a non-SLWA contractor exceed \$500. If a permit or line location is required, proper permitting will be secured **before** work will commence; any repair will conform to applicable plumbing/excavating codes. *Please note that our approved contractors must have safe and clear access to, and safe working conditions at and around the work area.*

This Home Service Contract starts thirty (30) days after the enrollment date noted on the cover page, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. This Home Service Contract may be canceled for nonpayment. Your account must be in good, current standing to receive any service or repair under this program.

This Home Service Contract **DOES NOT COVER:**

- a) updating and/or moving lines where the flow of sewage is not impeded, in order to meet code, law, or ordinances or to satisfy directives of the sewer utility company or others, including inflow and infiltration issues (failed smoke or dye tests, ground water infiltration into the line);
- b) mandated separation of storm and sanitary drain lines;
- c) any shared sewer line that provides service to multiple properties, detached houses, secondary buildings or branch lines, whether known or unknown; commercial properties, mobile homes, primary sanitary lines that are over 6 inches in diameter, lift stations or lift pumps, sump, trash or grinder pumps or storm sewer lines;
- d) damage to a sewer line that is caused directly or indirectly by you, a third party, natural disasters, acts of God, or by any insurable causes;
- e) Any damage/cleanup to the inside of the home, including personal property, or replacement or "matching" of any floor covering or affected area (e.g. carpet, hard wood, marble, ceramic tile, dry wall, paint, plaster or wallpaper etc.). Restoration does not include landscaping services, such as replacing trees, sod or shrubs or repairing private paved and/or concrete surfaces, walkways leading to the home, or structures on your property.

After a sewer line is repaired, SLWA will provide basic site restoration service to the affected area limited to filling trenches, mounding (to allow for settling), raking and seeding (weather permitting) excluding sod. If slab cutting within the foundation walls is necessary to repair a broken sewer line, the resulting trench will be filled with gravel and covered with concrete. Debris will be removed from the work area.

You have thirty (30) days from the date you enroll in the Service Program to cancel and receive a full refund of any payment you have made. After 30 days, you may cancel the Service Program at any time, and you will be reimbursed the pro rata share of any amount you paid, less 1) any costs paid towards a claim filed on your account and 2) a \$6.00 processing fee. SLWA will not pay any refund which is less than \$6.00, unless requested by you.

SLWA may modify the Service Program by giving you thirty (30) days' written notice and may terminate the Service Program for nonpayment within thirty (30) days of the payment due date and with ninety (90) days' written notice for any other reason. If SLWA cancels the program for reasons other than nonpayment, you will be reimbursed the pro rata share of any amount you paid for any portion of the Service Program period subject to cancellation.

IMPORTANT: Please retain this document for your records. The cover letter and these Terms and Conditions are the official copy of your Home Service Contract.

**Service Line Warranties of America
is a private brand name owned and operated by
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Phone: 866-922-9006 Web Site: www.slwofa.com**



HOME SERVICE CONTRACT COVER PAGE
OUTSIDE WATER SERVICE LINE

CONTRACT HOLDER:

[Name]
[Address line]
[City, ST ZIP]

PROVIDER:

Utility Service Partners Private Label, Inc. d.b.a.:
Service Line Warranties of America ("SLWA")
11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Website: www.slwofa.com
Phone: 866-922-9006

Account No.: To be assigned
Confirmation No.: To be assigned

ENROLLMENT DATE: [MM/DD/YYYY]
EFFECTIVE DATE: [MM/DD/YYYY]

SERVICE ADDRESS:

[Name]
[Address line]
[City, ST ZIP]

Dear [Name],

Thank you for enrolling in the Service Line Warranties of America Outside **Water** Line Service Program. This Home Service Contract is for your Outside Water Line only and is subject to the enclosed "TERMS & CONDITIONS". The pricing for this Home Service Contract will be as provided in the marketing letter to which you responded in making your enrollment and may be subject to adjustment from time to time in accordance with the attached Terms and Conditions.

Obligations of SLWA under this Home Service Contract are backed by the full faith and credit of SLWA and are not guaranteed by a service contract reimbursement insurance policy. THIS IS NOT A CONTRACT OF INSURANCE.

This contract begins at noon local time, thirty (30) calendar days after the enrollment date, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. There is no deductible or service fee per occurrence.

Should you need to file a claim, please contact our emergency hot line at **1-866-922-9006**. Representatives are available to take your call 24 hours a day, seven days a week, including holidays.

We hope that you never experience an emergency, but if you do, we are here to service your needs.

Thank you again for your business.

Sincerely,

Service Line Warranties of America

Please retain these documents for your reference.
Enclosed: UT 1.0 Outside WATER Line Terms & Conditions

**TERMS AND CONDITIONS OF THE
SERVICE LINE WARRANTIES OF AMERICA ("SLWA")
OUTSIDE WATER SERVICE LINE PROGRAM ("SERVICE PROGRAM")**

This Home Service Contract covers the consumer-owned portion of the **primary water service** line from a public or municipal water system up to the internal point of entry to your single-family home, (including a primary water line which may be buried or embedded in a concrete slab under your home) and provides service or repair for the broken or leaking **primary water** line serving your residential home *where the flow of the line is interrupted due to normal wear and tear*. Determination of how a covered water line is to be serviced, repaired or replaced is entirely within the discretion of SLWA based on its professional judgment.

By enrolling, you represent that your water line is in good working order.

This Home Service Contract covers only the home listed on the cover page. You may not assign or transfer this Home Service Contract to another person or to another home or property.

To initiate a service call under this Service Program, you must call SLWA, toll free at 866-922-9006 (assistance is available 24 hours per day, 7 days a week) before any work is performed. All work must be performed by an authorized SLWA contractor. Any exceptions to this are at the sole discretion of SLWA and in no event will SLWA's liability for reimbursement on work performed by a non-SLWA contractor exceed \$500. If a permit or line location is required, we will secure proper permitting **before** work will commence; any repair will conform to applicable plumbing/excavating codes.

Please note that our approved contractors must have safe and clear access to, and safe working conditions at and around the work area.

This Home Service Contract starts thirty (30) days after the enrollment date noted on the cover page, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. This Home Service Contract may be canceled for nonpayment. Your account must be in good, current standing to receive any service or repair under this program.

This Home Service Contract **DOES NOT COVER:**

- a) any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines including water systems for sprinklers, pools, hot tubs, and/or other outdoor systems, whether known or unknown; repair of meters, meter vaults, repair or replacement of curb valves or curb boxes;
- b) service lines owned by any utility or connected to a commercial facility or a mobile home, or the cost of repairing or replacing a meter(s) that is not being relocated as a means of repairing or replacing your water supply line;
- c) updating and/or moving lines where the flow of water is not disrupted, in order to meet code, law, or ordinances or to satisfy directives of the water utility company or others;
- d) damage to a water line that is caused directly or indirectly by you, a third party, natural disasters, acts of God, or by any insurable causes;
- e) Any damage/cleanup to the inside of the home, including personal property, or replacement or "matching" of any floor covering or affected area (e.g. carpet, hard wood, marble, ceramic tile, dry wall, paint, plaster or wallpaper etc.). Restoration does not include landscaping services, such as replacing trees, sod or shrubs or repairing private paved and/or concrete surfaces, walkways leading to the home, or structures on your property.

After a water line is repaired, SLWA will provide basic site restoration service to the affected area limited to filling trenches, mounding (to allow for settling), raking and seeding (weather permitting) excluding sod. If slab cutting within the foundation walls is necessary to repair a broken water line, the resulting trench will be filled with gravel and covered with asphalt or cement as appropriate. Debris will be removed from the work area.

You have thirty (30) days from the date you enroll in the Service Program to cancel and receive a full refund of any payment you have made. After 30 days, you may cancel the Service Program at any time, and you will be reimbursed the pro rata share of any amount you paid, less 1) any costs paid towards a claim filed on your account and 2) a \$6.00 processing fee. SLWA will not pay any refund which is less than \$6.00, unless requested by you.

SLWA may modify the Service Program by giving you thirty (30) days' written notice and may terminate the Service Program for nonpayment within thirty (30) days of the payment due date and with ninety (90) days' written notice for any other reason. If SLWA cancels the program for reasons other than nonpayment, you will be reimbursed the pro rata share of any amount you paid for any portion of the Service Program period subject to cancellation.

IMPORTANT: Please retain this document for your records. The cover letter and these Terms and Conditions are the official copy of your Home Service Contract.

**Service Line Warranties of America
is a private brand name owned and operated by
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Phone: 866-922-9006 Web Site: www.slwofa.com



CONTRACT HOLDER:

[Name]
[Address line]
[City, ST ZIP]

ENROLLMENT DATE: [MM/DD/YYYY]
EFFECTIVE DATE: [MM/DD/YYYY]

PROVIDER:

Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America ("SLWA")
11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Website: www.slwofa.com
Phone: 866-922-9006

Account No.: To be assigned
Confirmation No.: To be assigned

SERVICE ADDRESS:

[Name]
[Address line]
[City, Province, Postal Code]

Dear [Name],

Thank you for enrolling in the Service Line Warranties of America ***In-Home Plumbing Repair Program***. This Home Service Contract is for your In-Home Plumbing only and is subject to the enclosed "TERMS & CONDITIONS." The pricing for this Home Service Contract will be as provided in the marketing letter to which you responded in making your enrollment and may be subject to adjustment from time to time in accordance with the attached Terms and Conditions.

Obligations of SLWA under this Home Service Contract are backed by the full faith and credit of SLWA and are not guaranteed by a service contract reimbursement insurance policy. **THIS IS NOT A CONTRACT OF INSURANCE.**

This contract begins at midnight local time, as of the Effective Date noted above, and continues thereafter so long as you make timely payments. There is no deductible or service fee per occurrence.

Should you need to file a claim, please contact our emergency hotline at -1-866-922-9006. Representatives are available to take your call 24 hours a day, seven days a week, including holidays.

We hope that you never experience an emergency, but if you do, we are here to service your needs.

Thank you again for your business.

Sincerely,

Service Line Warranties of America

Please retain these documents for your reference.

Enclosed: INTERIOR PLUMBING & DRAINAGE PROTECTION PLAN_UT_V1.0

**TERMS AND CONDITIONS OF THE
SERVICE LINE WARRANTIES OF AMERICA. ("SLWA")
IN-HOME PLUMBING REPAIR PROGRAM ("HOME SERVICE CONTRACT")**

This Home Service Contract covers residential (single-family, detached dwelling units) in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor are also covered. This warranty also covers the repair of clogged toilets.

In order for a claim under this Home Service Contract to be valid, you must call SLWA at 1-866-922-9006 before any repair work is performed. All repair work must be performed by an authorized SLWA contractor. No payments will be made for repair work performed by a contractor not authorized by SLWA to make a repair.

By enrolling, you represent that your interior plumbing and draining systems are in good working order.

The Home Service Contract does not cover lines that you were aware needed repair before you enrolled in the Home Service Contract. You agree to permit SLWA contractors to come into your home to service, repair or replace your lines under the Home Service Contract.

This Home Service Contract covers only the home listed on the cover page. You may not assign or transfer this Home Service Contract to another person or to another home or property.

Coverage under this Home Service Contract starts on the enrollment date noted on the cover page, unless otherwise noted or disclosed, and continues thereafter so long as you make timely payments. Coverage may be canceled for nonpayment. Your account must be in good, current standing to receive repair service under this program.

This Home Service Contract does not cover:

- (a) any lines before the point of entry to your home, including the main water and sewer service laterals;
- (b) sprinkler systems, faucets, fixtures, spigots, garbage disposals, appliances; the cost of repairing, replacing or moving meter(s); and thawing frozen pipes;
- (c) lines not installed according to code;
- (d) low water pressure due to calcium deposits and/or corrosion inside the lines;
- (e) anything other than broken or leaking water supply lines and a broken, clogged or leaking main sewer line or stack or drain lines inside the home and clogged toilets;
- (f) updating and/or moving non-leaking pipes to meet code, law or ordinance requirements;
- (g) removal or replacement of obstacles to access the line(s);
- (h) damage to a line caused, directly or indirectly, by you, third parties, natural disasters, acts of God, or other insurable causes, or any consequential damages;
- (i) service lines owned by the utility or connected to any commercial facility, condominium, multi-family, or manufactured home (also known as a mobile home).

Determination of how a covered in-home water or in-home sewer/drain claim is to be serviced, repaired or replaced is entirely within the discretion of SLWA based on its professional judgment, including obtaining a second opinion.

After a line is repaired or replaced, SLWA will test the repaired section of pipe for leaks and do a general cleanup. If slab cutting is necessary, the resulting trench will be patched. The Home Service Contract does not cover restoration of the affected areas (e.g. floor covering including carpet, hard wood, marble, ceramic tile, or restoring concrete, dry wall, paint, plaster or wallpaper, etc.).

You have thirty (30) days from the date you enroll in the Home Service Contract to cancel and receive a full refund of any payments you have made. You may cancel the Home Service Contract at any time, and you will be reimbursed the pro rata share of any amount you paid, less 1) any costs paid towards a claim filed on your account; and 2) a \$6.00 processing fee. SLWA will not pay any refund which is less than \$6.00, unless requested by you.

SLWA may modify this Service Program, including, but not limited to, from time to time, making changes to pricing, by giving you thirty (30) days' written notice and may terminate the Home Service Contract for nonpayment within thirty (30) days of the payment due date and with ninety (90) days' written notice for any other reason. If SLWA cancels the program for reasons other than nonpayment, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.

IMPORTANT: Please retain this document for your records. It is the official copy of your warranty agreement.

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Phone: 1-866-922-9006
Website: www.slwofa.com**

Exhibit D

NLC Service Line Warranty Program
 City of Orem, UT
 Term Sheet
 August 10, 2015
 (Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Five years guaranteed (total of 15 campaigns)
- II. License Provisions
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
 - c. In-home plumbing warranty (will not be offered at this time, but may be offered in the future of desired by the City)
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - ii. **Extended Coverage - No coverage cap**
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - ii. **Extended Coverage**
 - a). **No coverage cap**
 - b). **Any claim filed for the external water line that is galvanized pipe will be a complete replacement from the meter to the home.**
 - c. In-home plumbing warranty
 - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
 - ii. **Extended Coverage – No Coverage cap.**
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
 - a. 2015 Fall – Sewer
 - b. 2016 Spring – Water
 - c. 2016 Fall – Sewer
 - d. 2017 Spring – Water

- e. 2017 Fall – Sewer
- f. 2018 Spring – Water
- g. 2018 Fall – Sewer
- h. 2019 Spring – Water
- i. 2019 Fall – Sewer
- j. 2020 Spring – Water

VI. Campaign Pricing

a. Sewer

- i. Year 1 - \$6.99 per month; \$78.88 annually
- ii. Year 2 - \$6.99 per month; \$78.88 annually
- iii. Year 3 - \$6.99 per month; \$78.88 annually (subject to annual review)
- ii. Year 4 - \$6.99 per month; \$78.88 annually (subject to annual review)
- iii. Year 5 - \$6.99 per month; \$78.88 annually (subject to annual review)

b. Water

- i. Year 1 - \$4.49 per month; \$48.88 annually
- ii. Year 2 - \$4.49 per month; \$48.88 annually
- iii. Year 3 - \$4.49 per month; \$48.88 annually (subject to annual review)
- ii. Year 4 - \$4.49 per month; \$48.88 annually (subject to annual review)
- iii. Year 5 - \$4.49 per month; \$48.88 annually (subject to annual review)

VII. Residential Assistance Fund - \$25,000.000 payable over five years

- a. The first payment of \$5,000.00 will be payable upon the start of the first campaign, then paid annually each year thereafter.

CITY OF OREM
CITY COUNCIL MEETING
 September 8, 2015



REQUEST:	RESOLUTION – Authorizing the Mayor to Enter into an Interlocal Agreement with Utah County for the joint administration of the Municipal General Election and the Utah County Special Election on November 3, 2015 and to Designate One Election Day Voting Center
APPLICANT:	City’s Election Official – Donna Weaver, City Recorder
FISCAL IMPACT:	The estimated cost of jointly administering the 2015 Municipal General Election and providing vote-by-mail ballots to City residents is unknown at this time. It is anticipated that the total cost of the joint administration of the election will not exceed the amount the City has already allocated for the administration of the 2015 Municipal General Election.

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on City hotline
- Posted on the State website
- Faxed to newspapers
- E-mailed to newspapers
- Neighborhood Chairs

SITE INFORMATION:

- General Plan Designation:
N/A
- Current Zone:
N/A
- Acreage:
N/A
- Neighborhood:
N/A
- Neighborhood Chair:
N/A

PREPARED BY:
 Heather Schriever
 Deputy City Attorney

RECOMMENDATION:

The City’s Election Official recommends:

- (1) that the City Council, by resolution, authorize the Mayor to enter into an Interlocal Agreement with Utah County providing for the parties’ joint efforts to administer the 2015 Municipal General Election and the Utah County 2015 Special Election; and**
- (2) that the City Council designate an election day voting center to be located at the Orem City Center, 56 North State Street, Orem, Utah.**

BACKGROUND:

The City conducted the 2015 Municipal Primary Election using the vote-by-mail method. Voter turnout increased dramatically compared to other recent municipal primary elections. It was the City’s intent to conduct the 2015 General Municipal Election using the same vote-by-mail method. Recently, the Utah County Commissioners voted to hold a county-wide special election on November 3, 2015 and place on the county-wide ballot a proposed local sales tax option for transportation. If Utah County and the City were to proceed with the respective elections independently, voters within the City would be required to vote twice: once in the municipal election and once in the county-wide election.

In an effort to provide the best access to the election process for the residents of the City, the Election Official recommends that the City and Utah County enter into an interlocal agreement providing for the joint administration of the 2015 Municipal General Election and the County’s special election. It is to the mutual benefit of Utah County and the City to jointly administer the elections. Joint administration will decrease the costs of each governmental entity administering and conducting separate elections and will decrease voter confusion. Utah County will directly administer the election, and the City will play a secondary role assisting the County with monitoring the election process. Utah County will create and provide to voters a combined ballot containing the candidates for local office as well as the sales tax ballot proposition. The vote-by-mail method used in the 2015 Municipal Primary Election will be preserved through the County’s distribution of vote-by-mail

ballots to all registered voters within the City. Utah County will canvass the ballot proposition, and the City will canvass its local candidate results. The costs of the election will be shared between Utah County and the City. The Election Official and City staff will make every effort to provide assistance to the County for this joint administration.

In order to facilitate this joint administration, the City Council must designate an election day voting center to be located at 56 North State Street, Orem, Utah.

The Interlocal Agreement is being finalized and will be provided to the City Council and to the public as soon as it is available.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR THE JOINT ADMINISTRATION OF THE 2015 GENERAL MUNICIPAL ELECTION AND THE 2015 UTAH COUNTY SPECIAL ELECTION AND DESIGNATING AN ELECTION DAY VOTING CENTER

WHEREAS the City will be conducting the 2015 General Municipal Election on November 3, 2015 for voters to consider candidates for local office; and

WHEREAS Utah County will be conducting a special election on November 3, 2015 so that county residents may consider a local sales tax option; and

WHEREAS it is in the best interests of the City, Utah County, and the residents thereof, to administer the two elections jointly; and

WHEREAS the City and Utah County intend to enter into an interlocal agreement for the joint administration of the elections; and

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”) public agencies, including political subdivisions of the State of Utah are authorized to enter into mutually advantageous agreements for joint and cooperative actions; and

WHEREAS the City and Utah County are “public agencies” for the purposes of the Interlocal Act; and

WHEREAS the costs of the election will be shared between Utah County and the City; and

WHEREAS the City’s vote-by-mail method will be preserved through the joint administration of the elections; and

WHEREAS there is a need to establish an election day voting center for the joint administration of the elections; and

WHEREAS the City Council of the City of Orem, Utah desires to designate an Election Day Voting Center for the purpose of providing City and Utah County residents with a physical location to cast ballots on election day.

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

1. **Interlocal Agreement.** The City Council authorizes the Mayor to sign an Interlocal Agreement with Utah County for the joint administration of the 2015 Municipal General Election and the 2015 Utah County Special Election. The Interlocal Agreement will contain terms

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substantially similar to those outlined in Exhibit A to this Resolution. The Effective Date of the Interlocal Agreement shall be the date on which the governing bodies of each of the parties to the Interlocal Agreement approve and execute the agreement.

2. **Election Day Voting Center.** The Election Day Voting Center is hereby designated for the 2015 Municipal Primary Election and the 2015 Utah County Special Election to be held on November 3, 2015 as the Orem City Center, 56 North State Street, Orem Utah. The Election Day Voting Center will be open from 7:00 a.m. through 8:00 p.m. on election day.

3. **Authority to Implement.** The City Council encourages and authorizes the administration to take steps necessary to ensure the success of this joint administration.

4. This Resolution shall take effect immediately upon its passage.

5. Any resolution or ordinance conflicting with this Resolution is hereby repealed to the extent of the conflict.

PASSED AND APPROVED this 8th day of September 2015.

Richard F. Brunst, Jr., Mayor

ATTEST:

Donna R. Weaver, City Recorder

COUNCIL MEMBERS VOTING "AYE"

COUNCIL MEMBERS VOTING "NAY"

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EXHIBIT A

Joint Administration of City of Orem 2015 General Municipal Election and the 2015 Utah County Special Election

Interlocal Agreement Term Sheet

- The 2015 General Municipal Election will be conducted using the vote-by-mail method.
- The County will be in charge of administering the election, including the processing/counting of ballots.
- The City will play a secondary role and will assist and monitor throughout the election process.
- The City will be responsible to run an accessible polling location on election day under the direction of the County.
- The City and the County will have a combined ballot.
- The cost of the election will be shared between the County and the City.
- The County will canvass the ballot proposition and the City will canvass the votes for its local candidates. The canvass date will be November 17, 2015.
- The City must provide ballots to the County as soon as possible.
- The City must enlist its Election Official and other poll workers to assist with the election.

CITY OF OREM
CITY COUNCIL MEETING
 AUGUST 25, 2015



REQUEST:	6:00 P.M. PUBLIC HEARING – PD-45 – 12X12 NW CROSSING – 1187 N 1200 W ORDINANCE – Enacting Section 22-11-58 (PD-45 zone) and Appendix MM, and amending Section 22-5-1 and Section 22-5-3(A) and the zoning map of Orem City to change the zone on 4.77 acres generally at 1187 North 1200 West from the Highway Services (HS) zone to the PD-45 zone.
APPLICANT:	Harold Bashford
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on the State noticing website
- Faxed to newspapers
- E-mailed to newspapers
- Mailed 136 notifications to properties within the 500' of the subject property on July 14, 2015.

SITE INFORMATION:

General Plan Designation:
Regional Commercial
 Current Zone:
HS
 Acreage:
4.77
 Neighborhood:
Timpview
 Neighborhood Chair:
Brian & Lisa Kelly

PLANNING COMMISSION RECOMMENDATION
6-0 for Approval

PREPARED BY:

Clinton A. Spencer
 Planner

REQUEST:

The applicant requests the City enact Section 22-11-58 (PD-45 zone) and Appendix MM, and amend Section 22-5-1 and Section 22-5-3(A) and the zoning map of the City of Orem to change the zone on 4.77 acres located generally at 1187 North 1200 West from the Highway Services (HS) zone to the PD-45 zone.

BACKGROUND:

This item was continued from the August 25, 2015 City Council meeting to allow neighbors to meet with the developers on neighborhood concerns. The applicant would like to construct a new development consisting of two 140 foot tall office buildings on the west side of 1200 West at 1187 North 1200 West. In order to allow this type of development, the applicant requests that the City Council approve the creation of the PD-45 zone.

The proposed PD-45 zone would incorporate most of the standards of the HS zone (which is the current zoning on the subject property) with a few modifications. For example, the PD-45 zone would allow a building height of 180 feet whereas the HS zone only allows a building height of 60 feet. The PD-45 zone would also expand the list of acceptable exterior finishing materials to include stone, glass fiber reinforced concrete, composite metal panel and architectural formed concrete. Lastly, the PD-45 zone would require three accesses from 1200 West to meet the needs of this particular property. All other development standards would be the same as the HS zone.

The applicant's concept plan shows underground parking in both buildings. The concept plan also requires a six (6) foot sidewalk buffered by an eight foot landscaped strip along the length of the applicant's property.

As part of this project, 1200 West will be widened to five lanes from 1200 North to the southern boundary of the subject property. Although the full five lanes will be paved in this area, only three lanes will be striped until traffic levels justify the need for all five lanes. Longer term, it is anticipated that 1200 West will be widened to five lanes between 800 North and 1600 North as funding allows or as re-development occurs.

A neighborhood meeting was held on May 7, 2015. Fourteen people were in attendance including the applicants and City staff. Those in attendance brought up concerns regarding traffic and improvements on 1200 West to accommodate the additional traffic as well as making sure there was adequate parking on site.

After reviewing the proposed rezone, staff has identified the following advantages and disadvantages of the proposal.

Advantages of the proposal:

- The proposed rezone would allow the creation of new office space in a desirable location with prime visibility from I-15.
- Development of two office buildings under the PD-45 standards could help keep existing Orem businesses in Orem and/or attract new businesses to the City.

Disadvantages of the proposal:

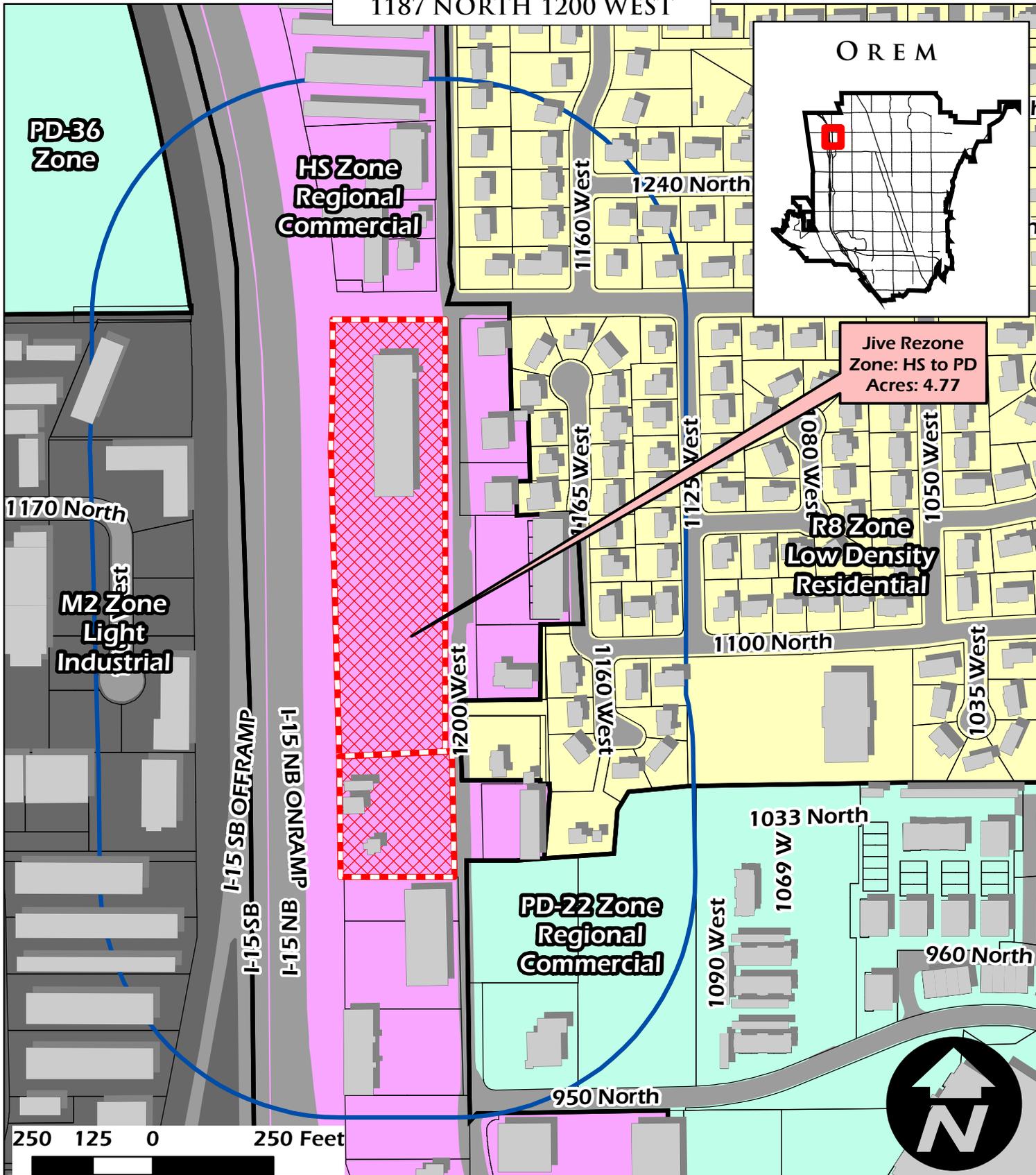
- Increasing the allowable building height from 60 feet to 180 feet may have negative visual impacts on the neighborhood to the east.

RECOMMENDATION:

The Planning Commission recommends the City Council enact Section 22-11-58 (PD-45 zone) and Appendix MM, and amend Section 22-5-1 and Article 22-5-3(A) and the zoning map of the City of Orem to rezone property located generally at 1187 North 1200 West from the HS zone to the PD-45 zone. City staff supports the Planning Commission recommendation.

JIVE REZONE

1187 NORTH 1200 WEST



◆ Jive Rezone:
HS to PD zone; 4.77 Acres.

NIA CONTACT:
Timpview Neighborhood
Brian and Lisa Kelly

Legend

- Buildings
- Jive Rezone
- Notification Boundary
- Parcels

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ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL ENACTING SECTION 22-11-58 AND APPENDIX MM (PD-45 ZONE), AND AMENDING SECTION 22-5-1 AND SECTION 22-5-3(A) AND THE ZONING MAP OF THE CITY OF OREM TO CHANGE THE ZONE ON 4.77 ACRES LOCATED GENERALLY AT 1187 NORTH 1200 WEST FROM THE HS ZONE TO THE PD-45 ZONE

WHEREAS on June 2, 2015 Howard Bashford filed an application with the City of Orem requesting the City enact Section 22-11-58 and Appendix MM (PD-45 zone), and amend Section 22-5-1 and Section 22-5-3(A) and the zoning map of Orem City to change the zone on 4.77 acres located generally at 1187 North 1200 West from the HS zone to the PD-45 zone; and

WHEREAS the proposed PD-45 zone would allow for the development of one or more high-rise office buildings with a maximum building height of 180 feet; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on July 22, 2015 and the Planning Commission recommended approval of the request; and

WHEREAS a public hearing considering the subject application was held by the City Council on August 25, 2015; and

WHEREAS notices of the public hearing to be held before the City Council on the subject application were mailed to all residents and property owners within 500 feet of the proposed PD-45 zone; and

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

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

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

1. The City Council finds that this request is in the best interest of the City because the proposed rezone will allow the creation of new office space in a desirable location with prime visibility from I-15 and because the development of two office buildings under the PD-45

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standards could help keep existing Orem businesses in Orem and/or attract new businesses to the City.

2. The City Council hereby enacts Section 22-11-58 (PD-45 zone) as shown in Exhibit “A” which is attached hereto and incorporated herein by reference.

3. The City Council hereby amends the Appendix of the Orem City Code by enacting Appendix “MM” as shown in Exhibit “B” which is attached hereto and incorporated herein by reference.

4. The City Council hereby amends Section 22-5-3(A) and the zoning map of Orem City by changing the zone on property located generally at 1187 North 1200 West from the HS zone to the PD-45 zone as shown on Exhibit “C” which is attached hereto and incorporated herein by reference.

5. The City Council hereby amends Section 22-5-1 to add the PD-45 zone to the approved list of PD zones in the City of Orem.

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

7. All ordinances, resolutions or policies in conflict herewith are hereby repealed.

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

PASSED, APPROVED and ORDERED PUBLISHED this **25th** day of **August** 2015.

Richard F. Brunst, Jr., Mayor

ATTEST:

Donna R. Weaver, City Recorder

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COUNCIL MEMBERS VOTING "AYE"

COUNCIL MEMBERS VOTING "NAY"

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EXHIBIT A

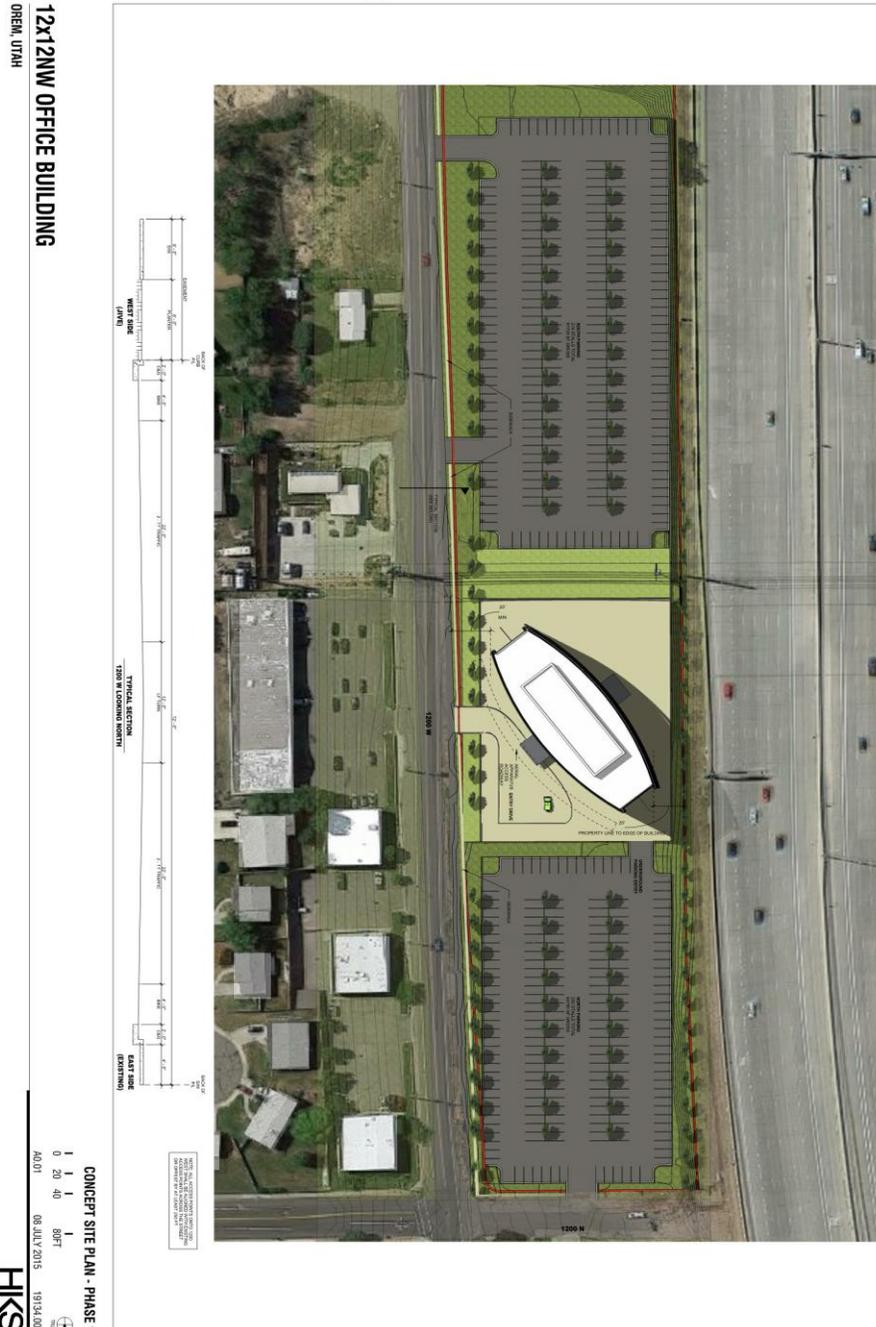
PD-45 Zone, 1200 North 1200 West

- A. **Purpose.** The purpose of the PD-45 zone is to allow a planned development of high-rise office buildings on property located at approximately 1200 North 1200 West.
- B. **Development Standards.** The standards and provisions of the HS zone as set forth in the Orem City Code shall apply to the PD-45 zone, except as expressly modified as follows:
 - a. **Height.** The maximum height for all structures shall be one hundred eighty (180) feet. The height limitation shall not apply to architectural features not used for human occupancy such as belfries, cupolas, domes, chimneys, ventilators, sky lights, cornices, antennas, or properly screened mechanical appurtenances, provided that such architectural features do not exceed an additional height of fifteen (15) feet.
 - b. **Setbacks.** All building shall be setback a minimum of twenty feet (20') from public streets and at least twenty feet (20') feet from residentially zoned property.
 - c. **Conformance with the Concept Plan.** Property in the PD-45 zone shall be developed in substantial compliance with the concept plan included as Appendix "OO" of the Orem City Code. Buildings in the PD-45 shall substantially comply with the architectural quality and design shown in the concept plan.
 - d. **Exterior Finishing Materials.** All exterior finishing materials shall consist of glass, stucco, stone, glass fiber reinforced concrete, composite metal panel, architectural formed concrete, or brick as shown in Appendix "MM" of the Orem City Code. Sheet metal shall be prohibited except for trim, soffits, facia, mansards and similar architectural features.
- C. **Access.** Development in the PD-45 zone shall have at least three accesses from 1200 West Street as shown on Appendix "MM" of the Orem City Code. All access points onto 1200 West shall either be lined up with existing access points across 1200 West or shall be off-set from all other accesses across 1200 West by at least 250 feet.
- D. **Final Plat.** A final plat that includes all of the property in the PD-45 zone and that conforms to all development standards and requirements of Chapter 17 of the Orem City Code shall be approved and recorded by the City prior to any development in the PD-45 zone. All development in the PD-45 zone shall comply with the requirements of Chapter 17 of the Orem City Code including the installation of all improvements required by Chapter 17.

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EXHIBIT B

Appendix MM



Appendix MM

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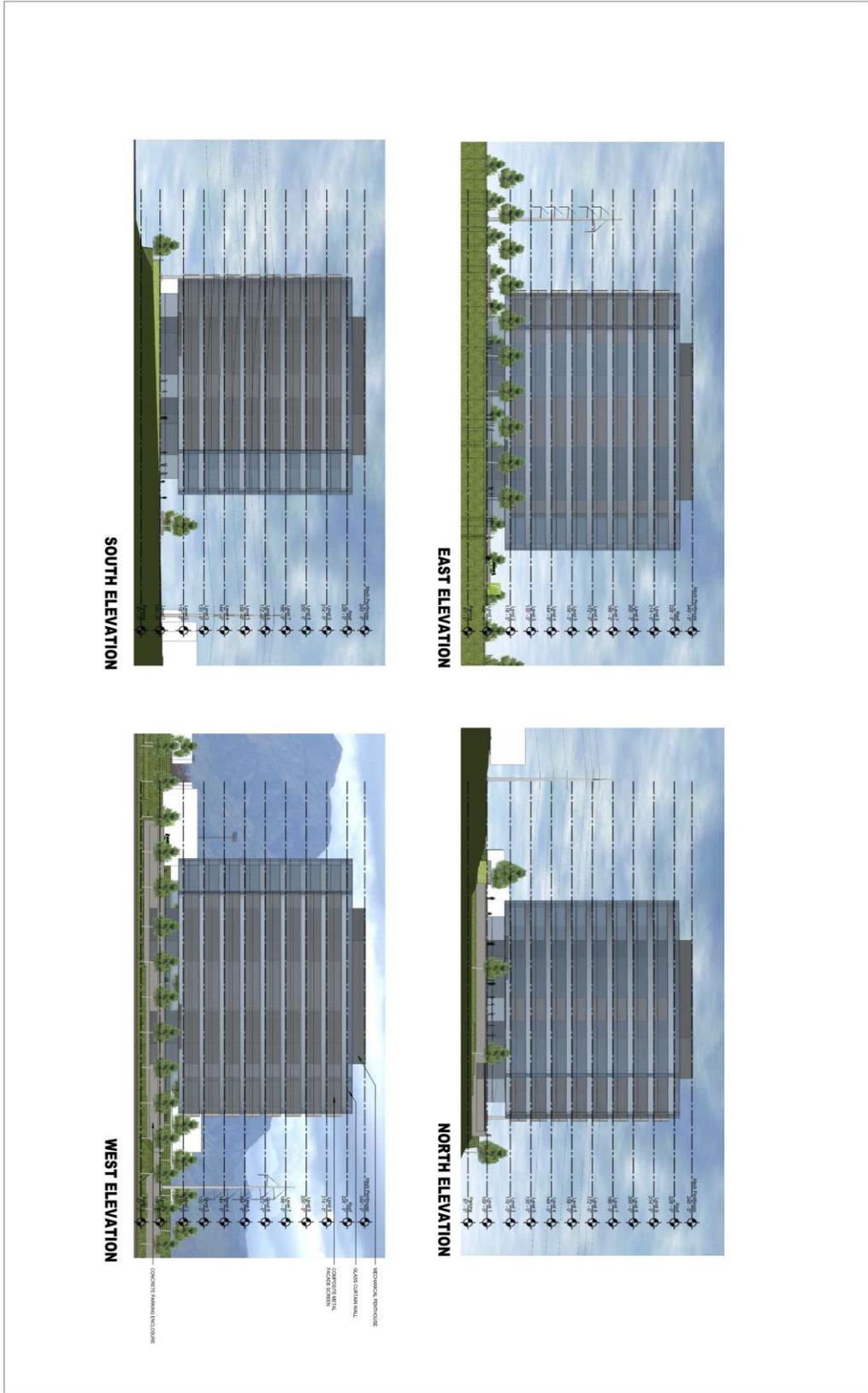


12x12NW OFFICE BUILDING
OREM, UTAH

CONCEPT SITE PLAN - PHASE 2 AND PHASE 3
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Appendix MM

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12X12NW OFFICE BUILDING
OREM, UTAH

CONCEPT ELEVATIONS - PHASE 1
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12x12NW OFFICE BUILDING
OREM, UTAH

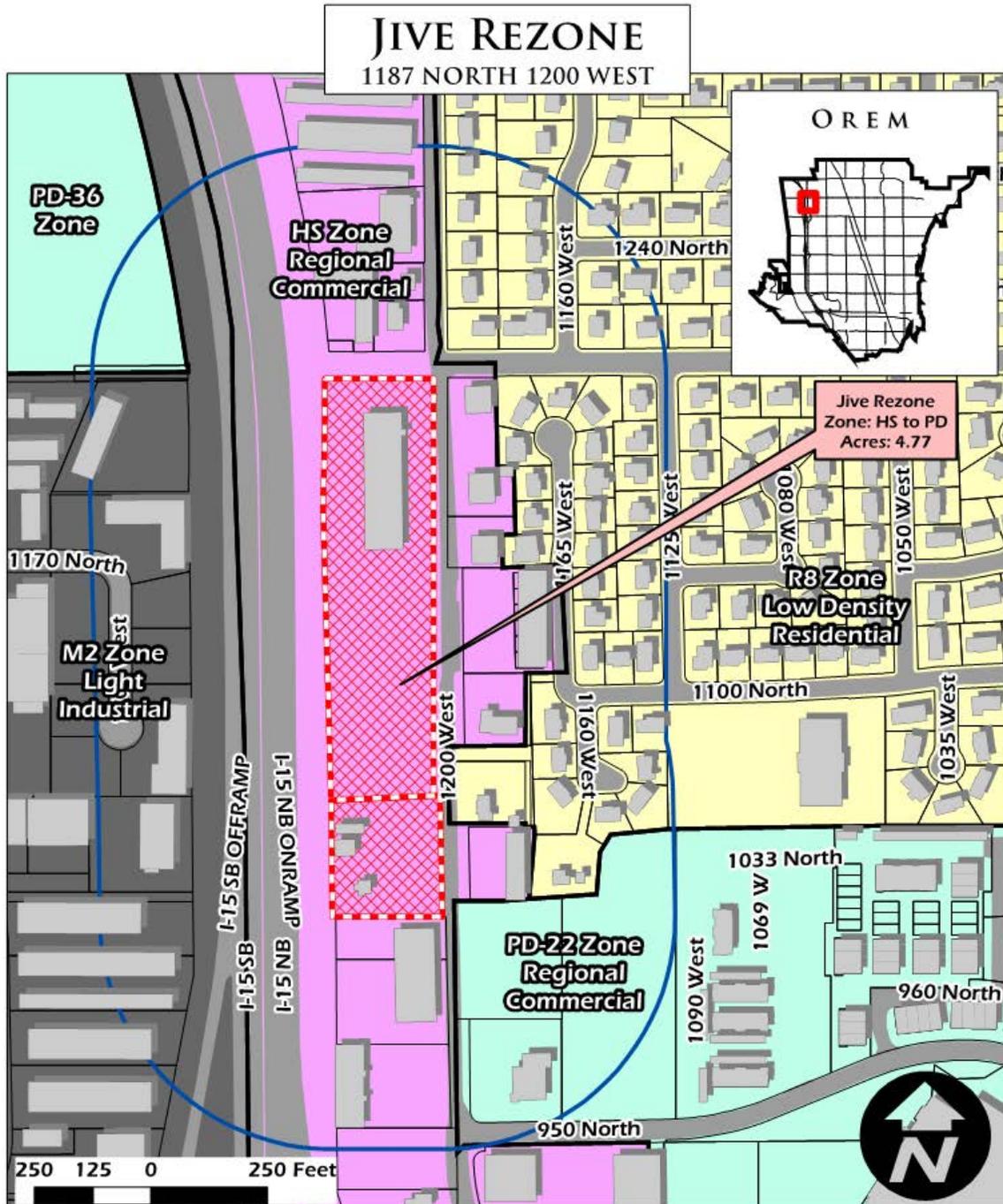


CONCEPT VIEWS - PHASE 1 AND PHASE 2
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EXHIBIT C



◆ Jive Rezone:
HS to PD zone; 4.77 Acres.

NIA CONTACT:
Timpview Neighborhood
Brian and Lisa Kelly



Schools - Jive Building Location

Aspen

Jive Building Location

Bonneville

Orem Jr. H.S.

2000 North

1600 North

1200 North

800 North

400 West

State Street

800 West

Orem Boulevard

400 West

I-15 SB

I-15 NB

NB OFFRAMP

1200 West

1 inch = 967.36 feet
1,800 900 0 1,800 Feet



I-15

0+00

1+00

2+00

3+00

4+00

5+00

6+00

7+00

8+00

8+92

1200 NORTH

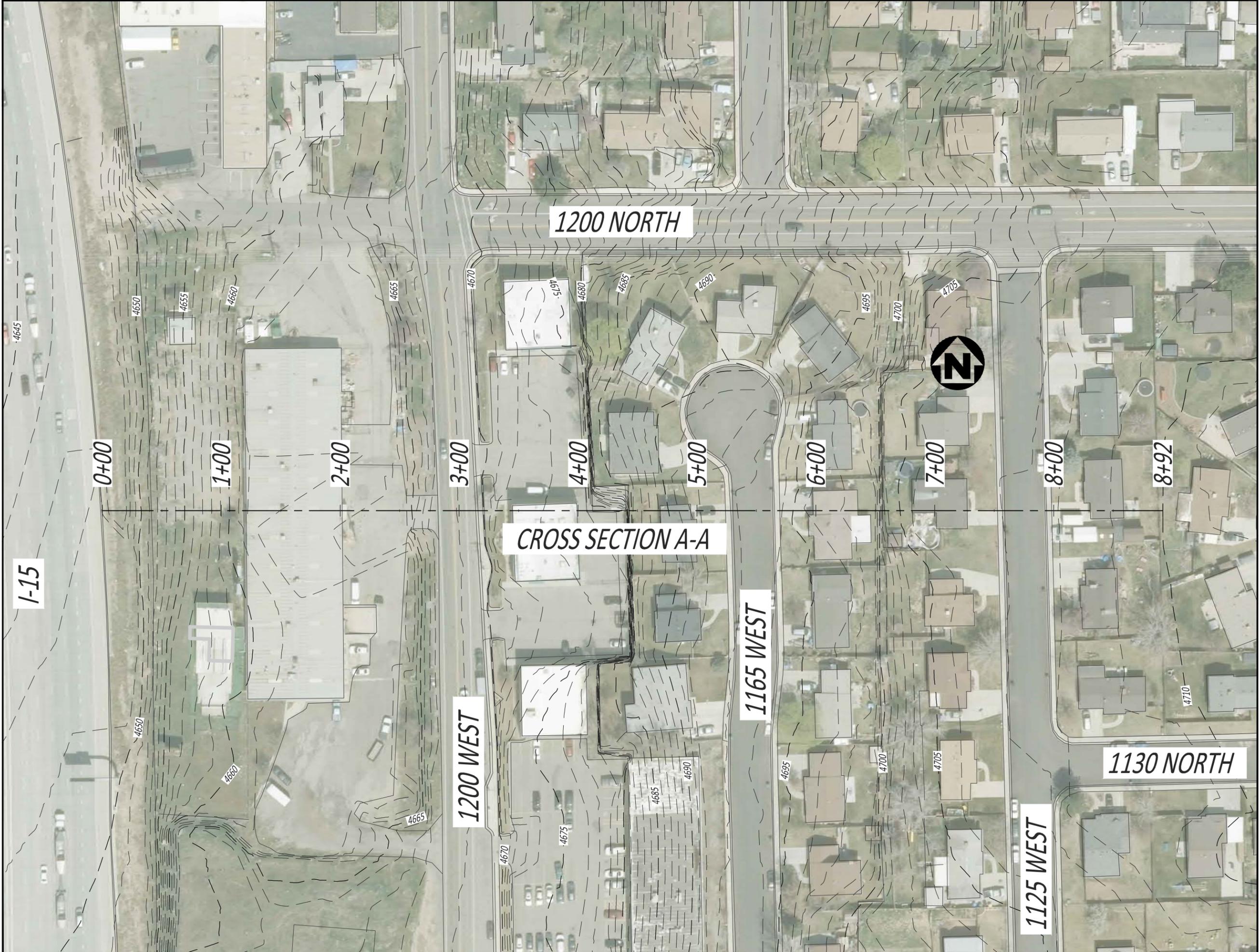
CROSS SECTION A-A

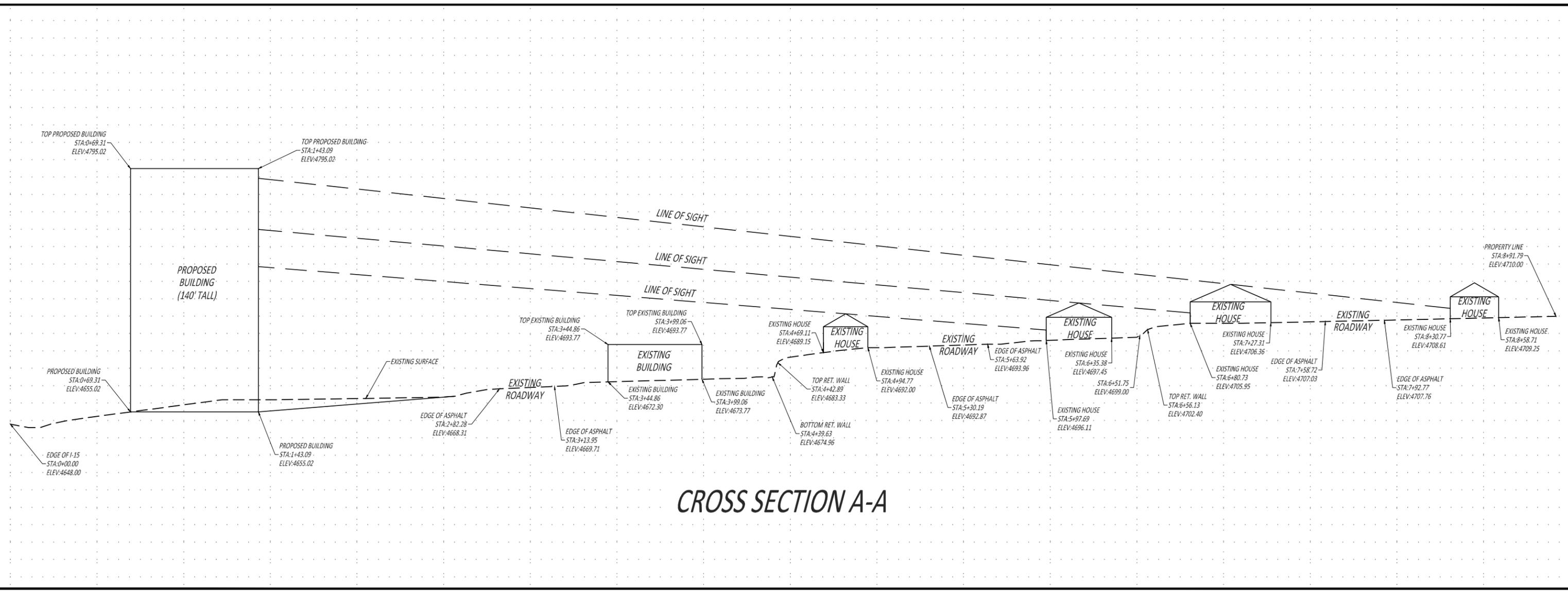
1200 WEST

1165 WEST

1125 WEST

1130 NORTH





CROSS SECTION A-A

MEMORANDUM

Date: September 1, 2015

To: Paul Goodrich, P.E.
City of Orem, Transportation Engineer

From: Hales Engineering

Subject: Orem Jive Office Building Traffic Impact Analysis Summary

UT15-734

PURPOSE

The purpose of this memorandum is to briefly summarize the findings of a traffic impact study (TIS) prepared by Hales Engineering to examine the effects of the proposed Jive office building on the surrounding roadway network.

SUMMARY

Hales Engineering collected existing traffic volumes at various locations on 1200 West between 800 North and 1600 North. The performance of each intersection was graded according to industry standards. The 1600 North / 1200 West intersection is currently operating at level of service F. (Level of service A through D is considered acceptable.) All other intersections are currently operating at acceptable levels of service. The number of new vehicle trips that will be generated by the new office building was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual. With the new trips on the roadway, the levels of service are anticipated to remain approximately the same.

Hales Engineering used Mountainland Association of Governments (MAG) travel demand model to project the traffic that will occur on the transportation network in the years 2020 and 2040 without the proposed project being built. They also used information from Orem City and MAG to identify planned improvements to the roadway network. It is anticipated that the 1200 North / 1200 West intersection will operate at level of service E in the year 2020, and the 1600 North / 1200 West intersection will operate at level of service D in the year 2040. With project traffic added, it is anticipated that the 1200 North / 1200 West intersection will operate at level of service E in the year 2020, and that the 1600 North / 1200 West intersection is anticipated to operate at level of service E in 2040.

To mitigate existing and anticipated poor levels of service, Hales Engineering recommends the improvements to the roadway network shown in Table 1.

Table 1 Recommended Improvements

Recommended Improvements Orem - 1200 West 1200 North						
Intersection	Existing (2015) Conditions	Existing (2015) Plus Project	Future (2020) Background	Future (2020) Plus Project	Future (2040) Background	Future (2040) Plus Project
1600 North / 1200 West	Mitigating improvements already planned	-	Update signal timing	-	Update signal timing	Install dual left- turn lanes on northbound approach
1200 / North 1200 West	-	-	-	Install traffic signal, construct turn lanes on all approaches	Update signal timing	-
800 North / 1200 West	-	-	Update signal timing	-	Update signal timing	-

Source: Hales Engineering, September 2015

AVERAGE DAILY TRAFFIC

At the request of Orem City, the existing and projected average daily traffic (ADT) for three roadway segments adjacent to the proposed office building is presented in Table 2. The three roadway segments are:

- 1200 North (East of 1200 West)
- 1200 West (1200 North to 1600 North)
- 1200 West (800 North to 1200 North)

Table 2 Average Daily Traffic

Average Daily Traffic Orem - 1200 West 1200 North				
Phase	Project Traffic	1200 North	1200 West (1200 North to 1600 North)	1200 West (800 North to 1200 North)
Existing	-	3,330	8,600	7,580
Phase 1	1,508	3,451	9,309	8,259
Phase 2	1,508	3,571	10,018	8,937
Phase 3	2,224	3,749	11,063	9,938
Source: Hales Engineering, September 2015				

Please let us know if you have any questions regarding this memo.

NEWS ROOM



Utah Governor's Office of
Economic Development
BUSINESS • TOURISM • FILM

ALL

BUSINESS

PRESS RELEASES

ACCOLADES

TOURISM AND FILM

SOCIAL



Utah Governor's Office of
Economic Development
BUSINESS • TOURISM • FILM

Gary R. Herbert
Governor

Spencer Eccles
Executive Director

Spencer Cox
Lieutenant Governor

Sophia DiCaro
Deputy Director

PRESS RELEASE

JIVE COMMUNICATIONS' MESSAGE IS CLEAR: UTAH IS THE PLACE TO DO BUSINESS

February 13 2014 - 1:29 pm

News Release

For Immediate Release

February 13, 2014

Contacts:

Michael Sullivan, GOED Communications Director
801-538-8811
mgsullivan@utah.gov

Matthew Peterson, Chief Marketing Office
Jive Communications
801-804-7111
matt@jive.com

Jive Communications' Message is Clear: Utah is the Place to do Business

Expansion of Utah company will create more than 570 jobs

Salt Lake City, UTAH — [Jive Communications](#) and the [Governor's Office of Economic Development](#) (GOED) announced today the expansion of Jive's Utah County operations. This expansion is directly correlated with increased product demand and employee growth.

"The success Jive is experiencing speaks to the solidity and efficiency with which the company has been run over the past eight years," said Spencer P. Eccles, executive director for the Governor's Office of Economic Development. "As a state, we look forward to the new jobs and economic growth that the expansion will bring to Utah County."

Founded in 2006, Jive Communications provides enterprise-grade Hosted Voice over Internet Protocol (VoIP) and Unified Communications to businesses and institutions. Jive leverages partnerships with global leaders in telecommunications services and hardware such as Cisco, Level 3, Verizon, Panasonic and Polycom. Jive Communications delivers best-in-class hosted communications via Jive Cloud, its hosted services platform.

"We're proud to be a Utah-based company," said John Pope, Jive's CEO. "The state has a wealth of technical and business professionals, and we're able to hire world-class talent here at home."

Jive Communications has grown by more than 100 percent annually for the last three years.

To keep up with its rapid growth, Jive has been boosting its labor force. The company added more than 100 employees just this last year. Hiring will continue on this positive trajectory with the expansion. More than 570 jobs will be created in the next five years. Each of these incented jobs will include health and retirement benefits and a salary that is at least 125 percent of the Utah County average wage.

"EDC Utah is pleased to see the expansion of Jive Communications in Utah County," said Jeff Edwards, president and CEO of the Economic Development Corporation of Utah. "The information technology sector in the state will be greatly enhanced by Jive's commitment to grow their operations here."

Over the next five years, Jive Communications will pay at least \$6,255,476 in new state taxes and \$130,946,265 in new state wages. Capital investment for this expansion will be approximately \$6.4 million.

As part of a contract with Jive Communications, the GOED Board of Directors has approved a maximum cap tax credit of \$938,321 in the form of a post-performance Economic Development Tax Increment Finance (EDTIF) incentive, which is 15 percent of the net taxes Jive Communications will pay over the five-year life of the agreement. Each year as Jive Communications meets the criteria in its contract with the state, it will earn a portion of the tax credit incentive.

###

About the Utah Governor's Office of Economic Development (GOED)

Web: business.utah.gov

The Governor's Office of Economic Development (GOED) charter is based on Governor Gary Herbert's commitment to economic development statewide. Utah's economic development vision is that Utah will lead the nation as the best performing economy and be recognized as a premier global business destination. The mandate for this office is to provide rich business resources for the creation, growth and recruitment of companies to Utah and to increase tourism and film production in the state. GOED accomplishes this mission through the administration of programs that are based around targeted industries or "economic clusters" that demonstrate the best potential for development. GOED utilizes state resources and private sector contracts to fulfill its mission. For more information please contact: Michael Sullivan, 801-538-8811 or mgsullivan@utah.gov

PD-45 Zone, 1200 North 1200 West

- A. **Purpose.** The purpose of the PD-45 zone is to allow a planned development of high-rise office buildings on property located at approximately 1200 North 1200 West.
- B. **Development Standards.** The standards and provisions of the HS zone as set forth in the Orem City Code shall apply to the PD-45 zone, except as expressly modified as follows:
- a. **Height.** The maximum height for all structures shall be one hundred eighty (180) feet. The height limitation shall not apply to architectural features not used for human occupancy such as belfries, cupolas, domes, chimneys, ventilators, sky lights, cornices, antennas, or properly screened mechanical appurtenances, provided that such architectural features do not exceed an additional height of fifteen (15) feet.
 - b. **Setbacks.** All building shall be setback a minimum of twenty feet (20') from public streets and at least twenty feet (20') feet from residentially zoned property.
 - c. **Conformance with the Concept Plan.** Property in the PD-45 zone shall be developed in substantial compliance with the concept plan included as Appendix "OO" of the Orem City Code. Buildings in the PD-45 shall substantially comply with the architectural quality and design shown in the concept plan.
 - d. **Exterior Finishing Materials.** All exterior finishing materials shall consist of glass, stucco, stone, glass fiber reinforced concrete, composite metal panel, architectural formed concrete, or brick as shown in Appendix "OO" of the Orem City Code. Sheet metal shall be prohibited except for trim, soffits, facia, mansards and similar architectural features.
- C. **Access.** Development in the PD-45 zone shall have at least three accesses from 1200 West Street as shown on Appendix "OO" of the Orem City Code. All access points onto 1200 West shall either be lined up with existing access points across 1200 West or shall be off-set from all other accesses across 1200 West by at least 250 feet.
- D. **Final Plat.** A final plat that includes all of the property in the PD-45 zone and that conforms to all development standards and requirements of Chapter 17 of the Orem City Code shall be approved and recorded by the City prior to any development in the PD-45 zone. All development in the PD-45 zone shall comply with the requirements of Chapter 17 of the Orem City Code including the installation of all improvements required by Chapter 17.

12x12NW CROSSING Project Summary

Project Owners: 12x12NW, LLC

Project Address: 1001 North to 1198 North 1200 West, Orem, Utah

Developer: Real Estate Development Advisors LLC, 1513 N Technology Way, Orem, Utah

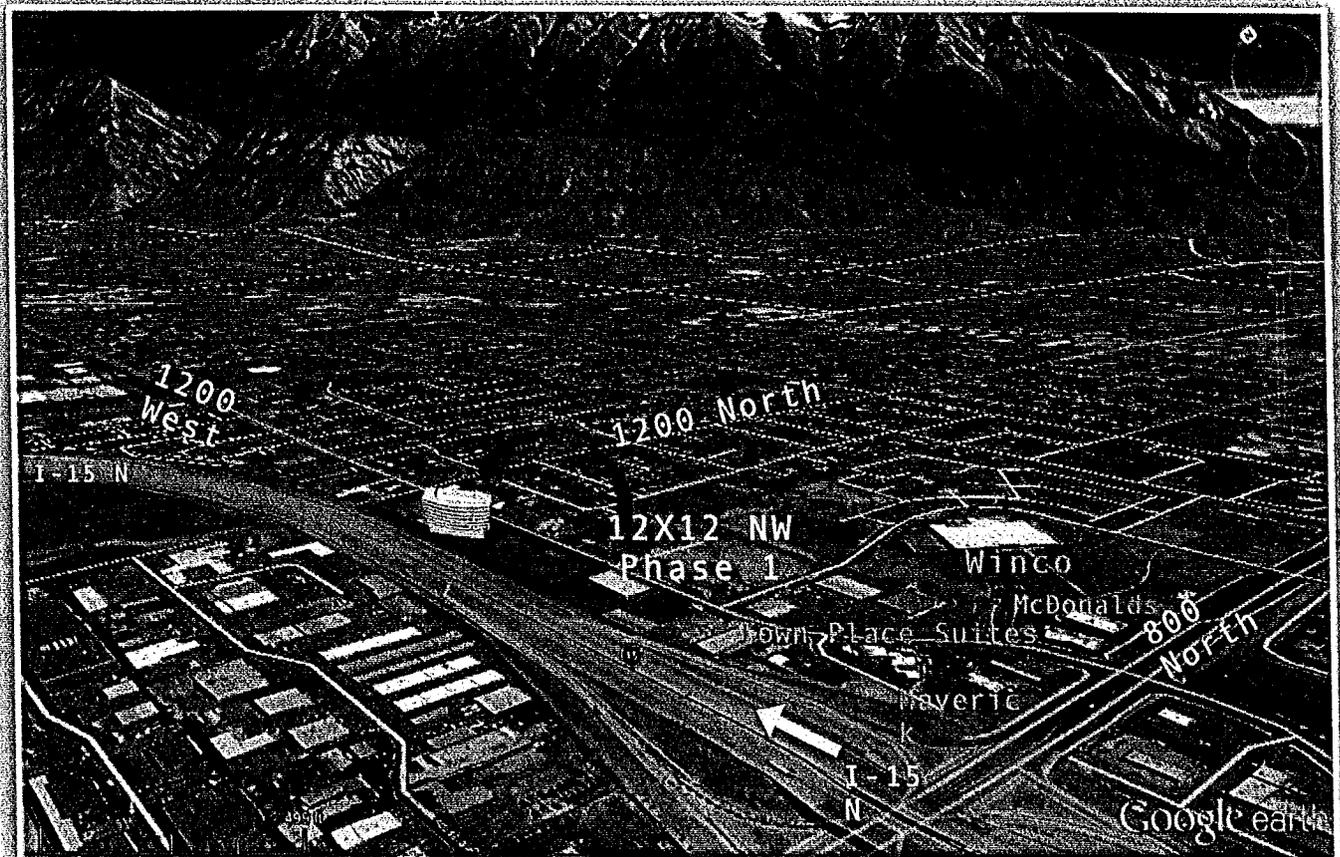
Project Vision

This 12X12NW development, strategically located along Orem's most prominent I-15 frontage, will create a dramatic new business gateway for Orem City. Our vision is to create an iconic commercial office campus that takes advantage of one-of-a-kind 360° views of the unique natural beauty of central Utah County. The project's strategic location adjacent to Utah's major transportation corridor, near the State's two largest universities, and, at the epicenter of Utah's Silicon Slopes, will instantly transform 12x12NW Crossing into one of Utah's premier corporate headquarters destinations. Exceptional land planning will transform the current rundown and neglected property condition into a beautiful and secure destination.

The Property

The property is an assembly of three parcels currently owned by Floridialma Lewis (parcels 17-032-0105 and 17-032-0023) and 12x12NW LLC (parcel 17-032-0104). The three parcels sit south of 1200 North and west of 1200 West in Orem, Utah.

Location Map



APPENDIX "OO"



12x12NW OFFICE BUILDING
OREM, UTAH

CONCEPT SITE PLAN - PHASE 1



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APPENDIX "OO"



12x12NW OFFICE BUILDING
 OREM, UTAH

CONCEPT SITE PLAN - PHASE 2 AND PHASE 3



A0.02 08 JULY 2015 19134.000

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APPENDIX "OO"



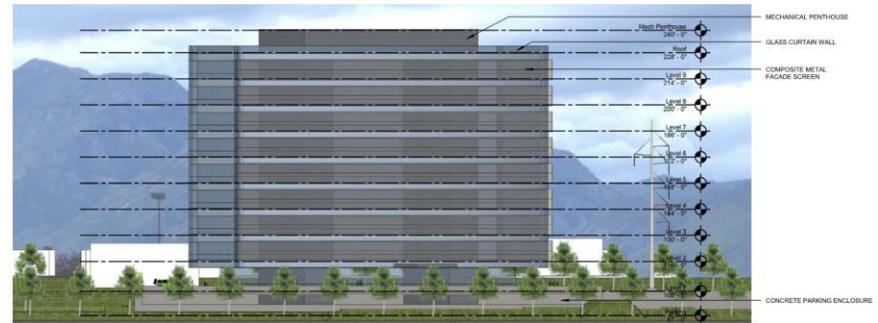
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

12x12NW OFFICE BUILDING

OREM, UTAH

CONCEPT ELEVATIONS - PHASE 1

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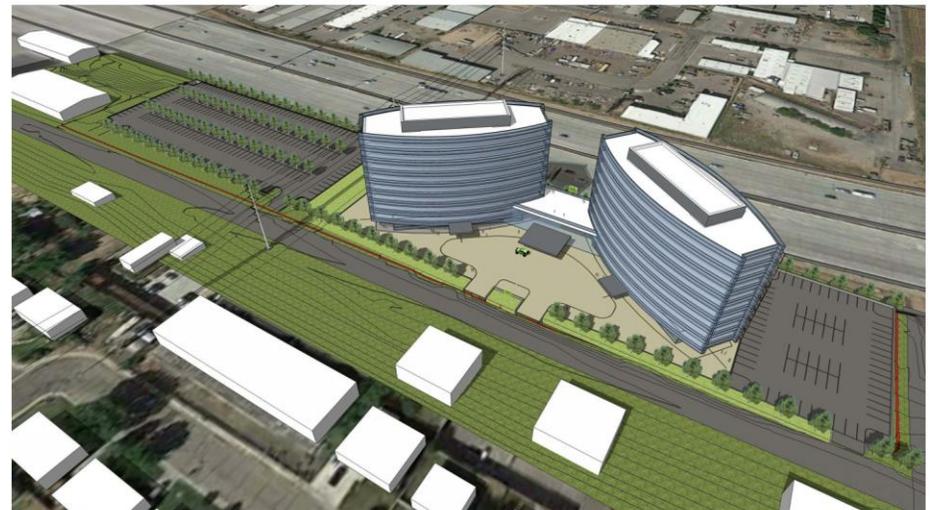
PHASE 1 NORTHWEST



PHASE 1 SOUTHWEST



PHASE 2 SOUTHEAST



PHASE 2 NORTHEAST

12x12NW OFFICE BUILDING

OREM, UTAH

CONCEPT VIEWS - PHASE 1 AND PHASE 2

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AGENDA ITEM 4.1 is a request by Harold Bashford to **AMEND SECTION 22-5-1 AND SECTION 22-5-3(A) AND THE ZONING MAP OF OREM CITY BY ENACTING SECTION 22-11-58 (PD-45 ZONE) AND APPENDIX OO, ON 4.77 ACRES GENERALLY AT 1187 NORTH 1200 WEST IN THE HIGHWAY SERVICES (HS) ZONE.**

Staff Presentation: Mr. Spencer said the applicant proposes to construct a high-rise office development. Currently the subject property is zoned Highway Services. The proposed concept plan includes up to two (2) high-rise buildings that to be built in phases with an overall height of 140 feet. Underground parking is also proposed as part of the overall site development. The applicant is proposing to maintain many of the HS requirements with the following exceptions:

The HS zone allows a maximum building height of sixty (60) feet and the applicant is requesting 180 feet.

Currently the HS zone allows for brick, fluted block, and colored textured block, glass, synthetic stucco and wood.



The applicant proposes the finishing materials to include glass, stucco, stone, glass fiber reinforced concrete, composite metal panel, architectural formed concrete, and brick.

A neighborhood meeting was held on May 7, 2015. Fourteen (14) people were in attendance including the applicants and city staff. Those in attendance brought up concerns regarding traffic and improvements on 1200 West to accommodate the additional traffic as well as making sure there was adequate parking on site.

As part of this project 1200 West will be widened to five lanes from 1200 North to the southern property line of the proposed project. It will include a center turn lane, four (4) through lanes, and a bicycle lane as indicated on the concept plan. A minimum eight (8) foot landscaping buffer on the west side of the road with a minimum six (6) foot sidewalk is also provided.

Advantages:

- The development locates businesses along a prime visible location along the I-15 corridor as intended by the zoning ordinance
- The development makes good use of the property
- The development keeps a growing business in Orem and will provide the potential for future office developments

Disadvantages:

- Increasing the height maximum from sixty (60) feet to 180 feet could have a negative effect on visibility

Recommendation: Based on the advantages of the proposed amendments staff recommends the Planning Commission forward a positive recommendation to the City Council to amend Section 22-5-1, Establishment, amending Section 22-5-1, and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

Chair Moulton asked if the Planning Commission had any questions for Mr. Spencer.

Mr. Walker asked where the power lines will be located. Mr. Spencer said the power lines run through the center and will leave room for Phase 3. Chair Moulton asked if there is any underground parking before Phase 3. Mr. Spencer said there is some in Phase 1. Ms. Larsen asked if they can access both phases from the underground parking and what the traffic flow will be like. Mr. Kelly said there are no plans for a light up front, but if it is warranted it will be installed. Ms. Larsen asked if access points align with across the street. Mr. Kelly said that will be considered at site plan approval. Mr. Spencer said the connectivity will be addressed at the site plan. He noted that staff required that on the concept plan was to show that the accesses are lined up and if they are not lined up they need to be offset 250 feet. The concept plan meets that requirement.

Vice Chair Iglesias asked what setback will determine how high the applicant can go if this is approved. Mr. Spencer said in a typical commercial zone, the setback from residential has to be the height of the building. In this case, they would have to have a setback of 140-feet, in their ordinance they are calling for a 20-foot setback regardless of the height. When the third phase comes in, they would not have any problem meeting the requirements of the commercial zones on the west side. On the south end there is a portion of residential zoning that might be an issue, so including this provision will allow them to build the 180-foot maximum without being under the same restrictions. Vice Chair Iglesias asked how big the residential zone is. Mr. Spencer said it is a small portion to the east.

Mr. Whetten asked the square footage of the building. Mr. Spencer it was not shown on the concept plan.

Chair Moulton invited the applicant to come forward. Howard Bashford introduced himself.

Mr. Bashford said they are happy to put on top of the building, "Welcome to Orem," and not Provo. He indicated the buildings will be 14,000 square foot plates, nine floors with around 120,000 square feet.

Mr. Whetten said the underground parking is expensive and wondered if there would be a lot of that. Mr. Bashford said in the first phase there will be one level of underground parking. They will evaluate the parking prior to designing the Phase 2 building. With Phase 1 there will be surface parking that will service this building and is over-parked for this size of building. The first building is 80% leased to a company called Jive. Jive has a fairly high parking requirement. They are currently located in the Security Metrics building and will be doubling the available parking. Mr. Whetten asked for the parking ratio of the zone. Mr. Spencer said for an office building it is 1 stall per 250 square feet or 4 parking spaces per 1,000 square feet. Mr. Bashford said they will be at 7 spaces per 1,000 square feet. Mr. Whetten asked if that is the final Phase 1 and Phase 2 combined. Mr. Bashford said it is for Phase 1. They will either need to go underground or have an on-grade parking structure. He noted that the electric lines will be 25-feet of each side of the structures, and there will be access to the parking from the south and north side.

Mr. Whetten asked if the structured parking will be under the building footprint or on the rectangular pad. Mr. Bashford said that currently it is anticipated it will be underneath the north side of the building, but there is no final decision at this time.

Vice Chair Iglesias said he is excited about this project, because Utah County has been competitive for office space and usage. This will help Orem.

Mr. Bashford said that Jive is an eight year old company that started in Orem. They evaluated over 15 sites for Jive, because they wanted to be along the I-15 corridor and hopefully stay in Orem this was the only site they could find.

Ms. Larsen asked if there has been any concern about the reflection off of the glass onto I-15. Mr. Bashford said they have been discussing this concern. Ms. Larsen also expressed concern about a shadow in the winter causing ice patches on I-15.

Mr. Whetten asked if 1200 North will ever go under the freeway. Mr. Kelly said no. Years ago staff considered an overpass, but the Transportation Master Plan shows there is not a need to have an overpass even with this type of use. This use would have 3,000 vehicles per day, which is not enough to justify an \$80,000,000 overpass. Mr. Whetten asked the City could vacate that street and give them more parking area. Mr. Kelly said that will be investigated as site plan approval goes through.

Chair Moulton opened the public hearing and invited those from the audience who had come to speak to this item to come forward to the microphone.

When no one came forward, Chair Moulton closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff.

Ms. Larsen said the area from 900 North to 1000 North has a switch back feel. She encouraged the City to study a traffic design that will straighten the road before it goes to a five lane road. Even though it is not striped, it will be a wider road.

Mr. Walker said the good thing about working in phases there are a lot of things can be worked on the different issues before development. He asked when they expect the first building to be done. Mr. Bashford said Jive wants to be August 2016.

Mr. Whetten said that 4 stalls per 1,000 square feet is on the skinny side. It seems that Security Metrics seems to have enough parking. Chair Moulton said that his office in American Fork and it is around 8 stalls per thousand. Mr. Whetten said he likes 5 stalls per 1,000 square feet. He noted there were some that were denser than that. When creating a new zone this is the time to signal to the developer what the city would like to see. In his opinion, he thinks a parking ratio of 5 stalls per 1,000 square feet is a lot better number than 4 stalls per 1,000 square feet. He stated in this location there are not a lot of extra parking spaces. Ms. Larsen added there is not access to public transportation. Vice Chair Iglesias asked what changing to 5 parking stalls per 1,000 would do to this project. Mr. Bench said the Security Metrics building is built to 1 per 250 square feet and there is lots of extra parking. The City is not worried about this and does not have an issue with the current standard. He acknowledged that if there are problems in the future, the City will address them.

Mr. Whetten said that based on what is on the concept plan there are 274 stalls on the south and 200 on the north plus the underground, which makes them under 600 stalls at the requested parking numbers there would not be any room for a second building.

Mr. Kelly indicated there is a bus route that goes in front of this building.

Vice Chair Iglesias hoped that the City Council will consider tonight's discussion in considering this item.

Chair Moulton called for a motion on this item.

Planning Commission Action: Vice Chair Iglesias said he is satisfied that the Planning Commission has found this request complies with all applicable City codes. He then moved to recommend the City Council amend Section 22-5-14 and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone. Chair Moulton seconded the motion. Those voting aye: Carlos Iglesias, Karen Jeffreys, Lynnette Larsen, David Moulton, Michael Walker and Derek Whetten. The motion passed unanimously.

NEIGHBORHOOD MEETING MINUTES

12X12NW LLC Rezoning and Site Plan Review proposal

Project Owner: 12x12NW LLC

Project Address: 1001 North to 1198 North 1200 West, Orem, Utah

Assessor's parcel numbers: 17-032-0105, 17-032-0023, 17-032-0104

Developer: Real Estate Development Advisors LLC

Neighborhood Meeting held May 7, 2015, at 7:00 pm, Orem City Council Chambers

Mr. Rondo Fehlberg, representing the developer, conducted the meeting.

Mr. Fehlberg provided an introduction to the project to the assembly, and answered questions from the attendees.

Questions included:

1. Will 1200 West be improved as part of this project? Answer, yes, it will be improved to the current city standard for this type of development.
2. Will adequate parking be provided to meet the needs of this project? Answer, yes, parking will be developed to meet the needs of the occupants of the building and comply with Orem zoning ordinance.
3. Question was asked about the relationship between the project and the street system. Mr. Fehlberg described the streets adjacent to the project and the frontages of the various buildings.

At 7:30 pm, the formal meeting ended and attendees looked at the drawings and displays provided and informally discussed the project with the developer representatives.

By 8:00 pm, all attendees had left.

Attachments:

Notice mailed to neighbors

Mailing list for notices of meeting

Attendance sheet

Informational sheet provided at meeting to attendees

REAL ESTATE DEVELOPMENT ADVISORS
1513 N TECHNOLOGY WAY OREM, UTAH 84097

Public Notice

You are receiving this letter because you own property within 500 feet of a parcel where the landowners are proposing to construct a development that requires the existing zoning on the project site to be changed. The city zoning ordinance requires the developers to hold a neighborhood meeting to discuss the proposed project with the project neighbors.

Information about the meeting is:

Date of the meeting: May 7, 2015
Time of the meeting: 7:00 pm.
Location of the meeting: Orem City Council Chambers
Room 100 Orem City Municipal Offices
56 North State Street
Orem, Utah

The subject property is located at 1187 North 1200 West, adjacent to Interstate 15. The assessor's parcel numbers are: 17-032-0023, 17-032-0105, and 17-032-0104. The existing zoning classification is HS Zone, which is designed to "promote high quality commercial developments that can take advantage of the zone's close proximity to I-15." We are proposing to change the zoning classification to PD Zone, which is designed "to provide flexibility in the City's zoning scheme in order to allow for unique, innovative and well-planned developments that would not be possible under one of the City's existing zoning classifications."

Pursuant to Orem City Code Section 22-1-5(f), this meeting is being held to discuss this proposed project with you. This is an opportunity for you to review the plans and provide input and recommendations regarding the project. This application has not yet been reviewed by the City and is subject to change during the review process.

If you have any questions about this meeting or the proposed project, please feel free to contact me using the information listed under my signature at the bottom of this letter.

Sincerely,

Rondo Fehlberg
rondofehlberg@gmail.com
801 361-6392

Date: May 28, 2015

To: The City of Orem, Utah - Planning Department

From: Floridalma Lewis
c/o Bryan W. Cannon & Associates, Attorney
8619 S. Sandy Parkway, Building A, Suite 111
Sandy, Ut 84070

Re: Designation of agent for zone change application, City of Orem, Utah

By this letter I authorize Howard Bashford, of Real Estate Development Advisors, LLC, to act as my agent in applying for and pursuing a change of zone from HS to PD, for two parcels which I own situated in Orem, Utah, adjacent to 1200 West. The assessor's parcel numbers for these parcels are:

17:032:0023

17:032:0105

Signed: Floridalma M Lewis 5/29/15
Floridalma Lewis Date

Date: May 28, 2015

To: Orem, Utah Planning Department

From: 12x12NW LLC
1513 Technology Way, Building A, Suite 2100
Orem, Ut 84097

Re: Designation of agent for zone change application, City of Orem, Utah

By this letter I authorize Howard Bashford, of Real Estate Development Advisors, LLC, to act as my agent in applying for and pursuing a change of zone from HS to PD, for the parcel I own situated in Orem, Utah, adjacent to 1200 West. The assessor's parcel number for this parcel is:

17:032:0104

Signed: _____

12x12NW LLC, by Scott McQuarrie, Manager

6-2-2015

Date



July 17, 2015

PUBLIC NOTICE

To Whom It May Concern:

Harold Bashford requests the City amend Section 22-5-1, and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone. The applicant is proposing to construct a high-rise office development.

The Planning Commission will hold a public hearing at **5:00pm on Wednesday, July 22, 2015** in the City Council Chambers at 56 North State Street. This meeting is open to the public and you are invited to attend.

The City Council will hold a public hearing at **6:10pm on Tuesday, August 25, 2015**, in the City Council Chambers at 56 North State Street. This meeting is open to the public and you are invited to attend.

For more information, please contact Clinton Spencer at 229-7267, caspencer@orem.org, or see www.orem.org for more information as it becomes available.

ATTENTION: The notice has been delivered to all residences within an area extending approximately 500 feet from the subject property. If you are aware of other persons who would be interested in this matter, it would be appreciated if you make them aware of this public meeting. If you are not the owner of your residence, please notify the owner regarding this notice.

**The public is invited to participate in all public hearings.
If you need special accommodations to participate, please contact the City at
Phone: 229-7058**

CITY OF OREM
NOTICE OF PLANNING COMMISSION
PUBLIC HEARING

The Planning Commission will hold the following public hearing on July 22, 2015 in the City of Orem Council Chambers, located at 56 North State Street, Orem, Utah, to consider the following:

July 22, 2015

5:00 p.m.

- Zoning Ordinance Amendment – Amending Section 22-5-1, Establishment, amending Section 22-5-3(A) and the zoning map of Orem City, and enacting Section 22-11-58 and Appendix OO, PD-45 zone, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

The proposed amendment is available in the Office of Development Services, Room #105, 56 North State Street, Orem, Utah. If you have any questions regarding the proposed zone change or amendments, contact the Development Services Department at 229-7058.

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL PLANNING COMMISSION
MEETINGS.**

If you need a special accommodation to participate in the Planning Commission Meetings, please call
the City Recorder's Office.
(Voice 229-7074)

CITY OF OREM
NOTICE OF CITY COUNCIL
PUBLIC HEARING

The City Council will hold the following public hearing on August 25, 2015 in the City of Orem Council Chambers, located at 56 North State Street, Orem, Utah, to consider the following:

August 25, 2015

6:10 p.m.

- Zoning Ordinance Amendment – Amending Section 22-5-1, Establishment, amending Section 22-5-3(A) and the zoning map of Orem City, and enacting Section 22-11-58 and Appendix MM, PD-45 zone, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

The proposed amendment is available in the Office of Development Services, Room #105, 56 North State Street, Orem, Utah. If you have any questions regarding the proposed zone change or amendments, contact the Development Services Department at 229-7058.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.

If you need a special accommodation to participate in the City Council Meetings, please call the City Recorder's Office.
(Voice 229-7074)

Planning Commission
Meeting
Wed, Jul 22, 2015

City Council
Tue, Aug 25, 2015
6:10 pm

City Council Chambers, 56 N State Street

Harold Bashford requests the City amend Section 22-5-1, and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

For more information,
special assistance, or to
submit comments, contact
Clinton Spencer at
(801) 229-7267 or
caspencer@orem.org

BRIAN & LISA KELLY
TIMPVIEW NEIGHBORHOOD CHAIR
668 W 1325 NORTH
OREM, UT



Planning Commission
Meeting
Wed, Jul 22, 2015

City Council
Tue, Aug 25, 2015
6:10 pm

City Council Chambers, 56 N State Street

Harold Bashford requests the City amend Section 22-5-1, and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

For more information,
special assistance, or to
submit comments, contact
Clinton Spencer at
(801) 229-7267 or
caspencer@orem.org

ROCK, DAVID E & MARTA J
12618 BEXHILL DR
HOUSTON, TX 77065



Planning Commission
Meeting
Wed, Jul 22, 2015

City Council
Tue, Aug 25, 2015
6:10 pm

City Council Chambers, 56 N State Street

Harold Bashford requests the City amend Section 22-5-1, and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

For more information,
special assistance, or to
submit comments, contact
Clinton Spencer at
(801) 229-7267 or
caspencer@orem.org

JPMORGAN CHASE BANK
3415 VISION DR
COLUMBUS, OH 43219



Planning Commission
Meeting
Wed, Jul 22, 2015

City Council
Tue, Aug 25, 2015
6:10 pm

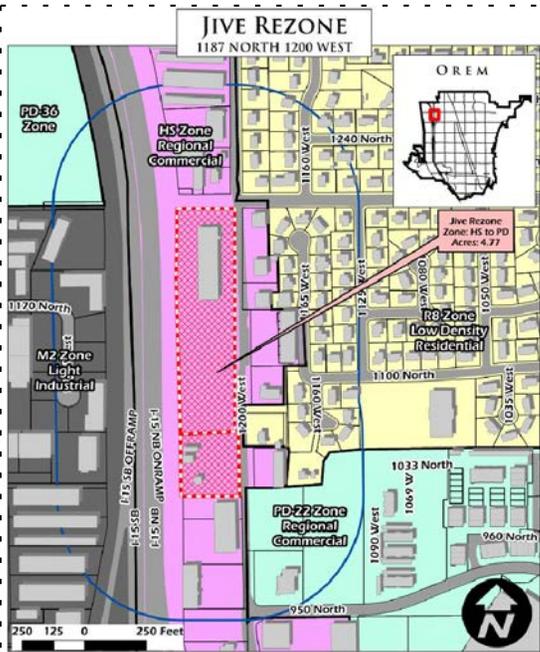
City Council Chambers, 56 N State Street

Harold Bashford requests the City amend Section 22-5-1, and Section 22-5-3(A) and the zoning map of Orem City by enacting Section 22-11-58 (PD-45 zone) and Appendix OO, on 4.77 acres generally at 1187 North 1200 West in the Highway Services (HS) zone.

For more information,
special assistance, or to
submit comments, contact
Clinton Spencer at
(801) 229-7267 or
caspencer@orem.org

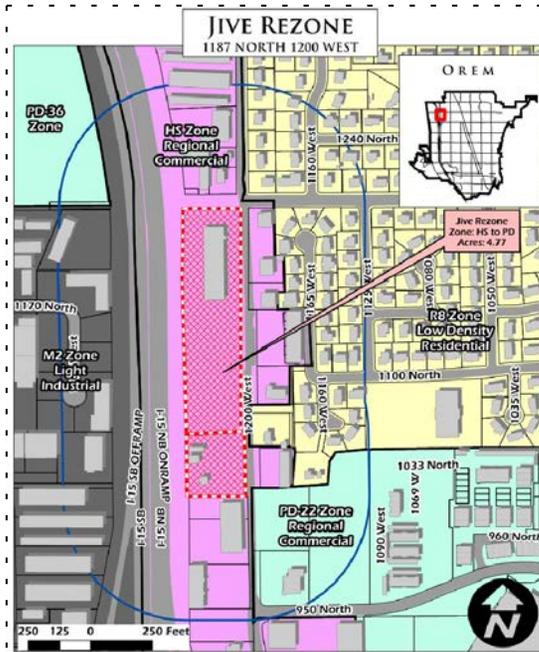
JONES, CRAIG R & SUSAN M
1420 BRETTON DR
CASPER, WY 82609





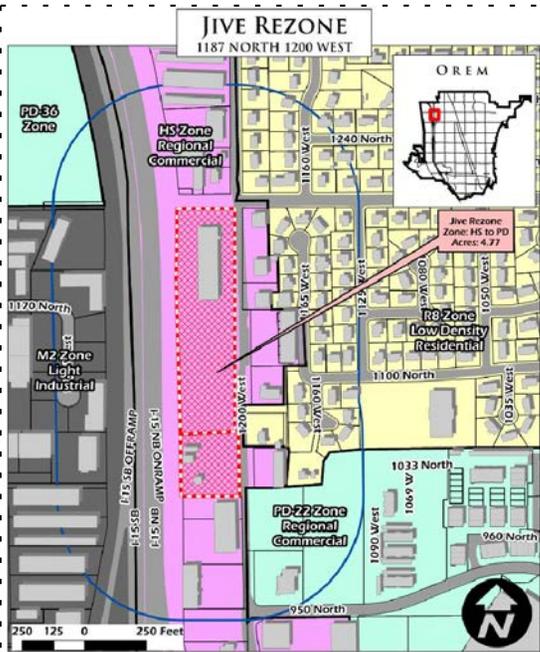
Jive Rezone:
HS to PD zone: 4.77 Acres.

NIA CONTACT:
Timpsview Neighborhood
Brian and Lisa Kelly



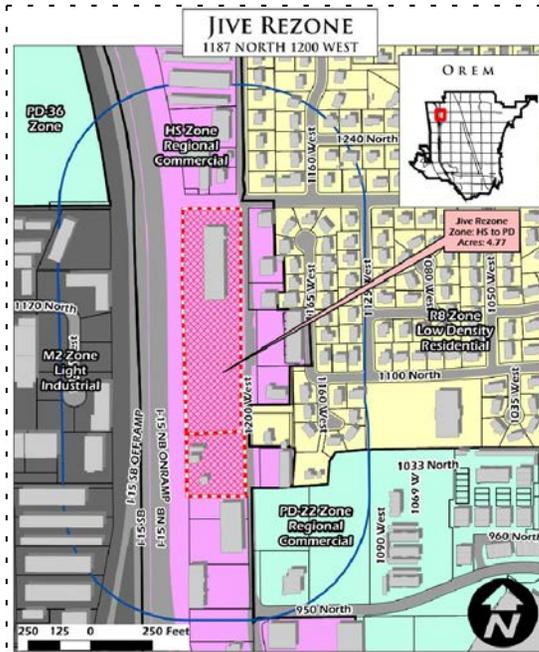
Jive Rezone:
HS to PD zone: 4.77 Acres.

NIA CONTACT:
Timpsview Neighborhood
Brian and Lisa Kelly



Jive Rezone:
HS to PD zone: 4.77 Acres.

NIA CONTACT:
Timpsview Neighborhood
Brian and Lisa Kelly



Jive Rezone:
HS to PD zone: 4.77 Acres.

NIA CONTACT:
Timpsview Neighborhood
Brian and Lisa Kelly



FAIRBANKS, WILLIAM M (ET AL)
PO BOX 1239
OREM, UT 84059

PROVO CITY COMM. DEV.
PO BOX 1849
PROVO, UT 84603

ERCANBRACK, BENJAMIN &
BENJAMIN
PO BOX 536
OREM, UT 84059

DTS/AGRC MANAGER
STATE OFFICE BLDG, RM 5130
SALT LAKE CITY, UT 84114

ALAMO BUSINESS CENTER LLC
44 RED PINE DR
ALPINE, UT 84004

CORP OF THE PRES BISHOP CHURCH
OF JESUS CHRIST OF L D S
50 E N TEMPLE
SALT LAKE CITY, UT 84150

KRISTIE SNYDER
56 N STATE STREET
OREM, UT 84057

ROCKY MOUNTAIN POWER
70 NORTH 200 EAST
AMERICAN FORK, UT 84003

CENTURY LINK
75 EAST 100 NORTH
PROVO, UT 84606

LINDON CITY
PLANNING DEPARTMENT
100 NORTH STATE STREET
LINDON, UT 84042

COMMON AREA
100 E CENTER
PROVO, UT 84606

HUNSAKER, BONNIE & GARY
161 SHELLY MARIE CIR
ANCHORAGE, AK 99515

TOWN OF VINEYARD
240 E. GAMMON ROAD
VINEYARD, UT 84058

HOUSING AUTHORITY UTAH
COUNTY
LYNELL SMITH
240 EAST CENTER
PROVO, UT 84606

CPH HOLDINGS LLC
244 N 900 E
SALEM, UT 84653

SCOTT, JES E & CLAIRE M
305 E 620 S
AMERICAN FORK, UT 84003

WMS PROPERTIES LLC
312 S 700 W
PLEASANT GROVE, UT 84062

OREM CITY
351 W CENTER
PROVO, UT 84601

NORTHGATE VILLAGE
DEVELOPMENT LC
507 N 1500 W
OREM, UT 84057

OLSEN, JACK D & GAE H
538 N 80 W
LINDON, UT 84042

ALPINE SCHOOL DISTRICT
ATTN: SUPERINTENDENT
575 NORTH 100 EAST
AMERICAN FORK, UT 84003

MAG
586 EAST 800 NORTH
OREM, UT 84097

GENEVA HOLDINGS LLC
%SKINNER, BRENT
595 S RIVERWOODS PKY
LOGAN, UT 84321

PLANNED PARENTHOOD
ASSOCIATION OF UTAH
654 S 900 E
SALT LAKE CITY, UT 84102

BRIAN & LISA KELLY
TIMPVIEW NEIGHBORHOOD CHAIR
668 W 1325 NORTH
OREM, UT

SPOTTEN, RON K & BETH C
710 E CENTER ST
SPANISH FORK, UT 84660

BONHAM, RALPH
893 W 1500 N
OREM, UT 84057

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

JACOB LAND DEVELOPMENT LLC
923 N 290 E
AMERICAN FORK, UT 84003

DAN'S TOWING INC (ET AL)
984 W 1340 N
OREM, UT 84057

THE HAMMOND COMPANY
--OR CURRENT RESIDENT--
1001 N 1200 WEST
OREM, UT 84057

THE HAMMOND COMPANY
--OR CURRENT RESIDENT--
1005 N 1200 WEST
OREM, UT 84057

ALAMO BUSINESS CENTER LLC
--OR CURRENT RESIDENT--
1012 N INDUSTRIAL PARK RD
OREM, UT 84057

LARSEN, JAMES & JAMES G
1026 N 1200 W
OREM, UT 84057

ALAMO BUSINESS PARK & STORAGE
LLC
--OR CURRENT RESIDENT--
1038 N INDUSTRIAL PARK RD
OREM, UT 84057

OLSEN, JACK D & GAE H
--OR CURRENT RESIDENT--
1045 N 1160 WEST
OREM, UT 84057

JACOB, EARL I & LOUISE O
1054 N 1200 W
OREM, UT 84057

DRAPER, JERRY L
1064 N 1160 W
OREM, UT 84057

SMITH, KELLY D & MARY ANNE
1068 N 1160 W
OREM, UT 84057

LONG, MARK D
1069 N 1160 W
OREM, UT 84057

SENDSATIONS INC
1074 N INDUSTRIAL PARK DR
OREM, UT 84057

CORP OF THE PRES BISHOP CHURCH
OF JESUS CHRIST OF L D S
--OR CURRENT RESIDENT--
1075 W 1100 NORTH
OREM, UT 84057

PEREZ, NORBERTO (ET AL)
1076 N 1160 W
OREM, UT 84057

MCDANIEL, DOUGLAS WAYNE &
KRISTINE
1077 N 1160 W
OREM, UT 84057

PLANNED PARENTHOOD
ASSOCIATION OF UTAH
--OR CURRENT RESIDENT--
1086 N 1200 WEST
OREM, UT 84057

CHATWIN, WESLEY T & MYSTIE D
1087 N 1160 W
OREM, UT 84057

ASAY, MARK FOSTER & MARILYN
KAY
1088 N 1160 W
OREM, UT 84057

CPH HOLDINGS LLC
--OR CURRENT RESIDENT--
1094 N 1300 WEST
OREM, UT 84057

KCJ INC
--OR CURRENT RESIDENT--
1102 N 1200 WEST
OREM, UT 84057

KCJ INC
--OR CURRENT RESIDENT--
1106 N 1200 WEST
OREM, UT 84057

CHANTRY, BRIAN N & JENNIFER C
1109 N 1125 W
OREM, UT 84057

KCJ INC
--OR CURRENT RESIDENT--
1110 N 1200 WEST
OREM, UT 84057

HENRIE, LARRY J & ALEXIA D
1112 N 1165 W
OREM, UT 84057

ERCANBRACK, BENJAMIN &
BENJAMIN
--OR CURRENT RESIDENT--
1116 N 1300 WEST
OREM, UT 84057

JOHNSON, WILLIAM R & ROSEMARY
1117 N 1125 W
OREM, UT 84057

LEDEZMA, FILIBERTO S
1118 N 1165 W
OREM, UT 84057

S A B B LLC
--OR CURRENT RESIDENT--
1118 N 1200 WEST
OREM, UT 84057

JONES, CRAIG R & SUSAN M
--OR CURRENT RESIDENT--
1119 N 1300 WEST
OREM, UT 84057

NORDLUND, NATALIE & ISAAC T
1121 N 700 W
OREM, UT 84057

RLJ PROPERTIES LC
--OR CURRENT RESIDENT--
1122 N 1200 WEST
OREM, UT 84057

ERCANBRACK, BENJAMIN &
BENJAMIN
--OR CURRENT RESIDENT--
1124 N 1300 WEST
OREM, UT 84057

DE BOKETON PROPERTIES LLC
1126 N 1200 W
OREM, UT 84057

GROW, VON
1128 N 1165 W
OREM, UT 84057

BLOCKER, STEVEN K & BRENDA
1129 N 1125 W
OREM, UT 84057

FLETCHER, WILLIAM JAY & DEBRA
M
1134 W 1200 N
OREM, UT 84057

DAGOSTINI, DANTE K
1135 W 1100 N
OREM, UT 84057

DELGADO, CHRISTIAN A (ET AL)
1137 W 1240 N
OREM, UT 84057

TORRES, NOE (ET AL)
1138 N 1165 W
OREM, UT 84057

GORDON, KEVIN RULON &
KATHLEEN D
1139 N 1165 W
OREM, UT 84057

DGJAYS LLC
1140 N 1200 W
OREM, UT 84057

CORP OF PRES BISHOP CHURCH OF
JESUS CHRIST OF LDS
--OR CURRENT RESIDENT--
1140 W 950 NORTH
OREM, UT 84057

KNIGHT, DAVID P & COURTNEY P
1141 N 1125 W
OREM, UT 84057

CANO, JAVIER
1146 W 1100 N
OREM, UT 84057

MILIEN, GLADIMIR & JOANNE
1148 W 1200 N
OREM, UT 84057

MAYA, MARCELINO
1149 W 1240 N
OREM, UT 84057

PEREZ, ROSABLA
1150 N 1165 W
OREM, UT 84057

KANAKIS, GINA NICOLE
1150 W 1240 N
OREM, UT 84057

KEIL, JESSICA
1151 N 1165 W
OREM, UT 84057

PAINTER, KATHRYN
1153 N 1125 W
OREM, UT 84057

LANCASTER, AARON D & SHANNON
J
--OR CURRENT RESIDENT--
1159 N 1165 WEST
OREM, UT 84057

SOLIS, JORGE
1160 N 1165 W
OREM, UT 84057

PREMIER FUNERAL HOLDINGS LLC
--OR CURRENT RESIDENT--
1160 N 1200 WEST
OREM, UT 84057

CROFTS, CHARLEEN M
1163 N 1125 W
OREM, UT 84057

ROCK, DAVID E & MARTA J
--OR CURRENT RESIDENT--
1172 N 1165 WEST
OREM, UT 84057

CLOWARD, BERNELL R & KAREN C
--OR CURRENT RESIDENT--
1173 N 1165 WEST
OREM, UT 84057

CLOWARD, BERNELL R & KAREN C
1173 N 1165 W
OREM, UT 84058

TAYLOR, RAYMOND G
1174 W 1200 N
OREM, UT 84057

NORDLUND, NATALIE & ISAAC T
--OR CURRENT RESIDENT--
1175 N 1125 WEST
OREM, UT 84057

JBR INVESTMENTS LLC
1180 E SHERWOOD DR
KAYSVILLE, UT 84037

HELSTEN, LANCE FINN & BRENDA L
1180 N 1165 W
OREM, UT 84057

PRICE, CORY & STEFANIE
1181 N 1165 W
OREM, UT 84057

WMS PROPERTIES LLC
--OR CURRENT RESIDENT--
1184 N INDUSTRIAL PARK RD
OREM, UT 84057

BLAKER, BENJAMIN A & LAURA A
1186 N 1165 W
OREM, UT 84057

GUNNELL, BRAD
1186 W 1200 N
OREM, UT 84057

JENKINS, BENJAMIN J & BETHANY
1187 N 1125 W
OREM, UT 84057

12X12NW LLC
--OR CURRENT RESIDENT--
1187 N 1200 WEST
OREM, UT 84057

JACKMAN, JERRY R & CAROLE M
1190 N 1200 W
OREM, UT 84057

WILLIAMSON, CHRIS & CAROLYN A
1212 W 1200 N
OREM, UT 84057

MILIEN, GLADIMIR & JOANNE
--OR CURRENT RESIDENT--
1214 N 1160 WEST
OREM, UT 84057

SPOTTEN, RON K & BETH C
--OR CURRENT RESIDENT--
1214 W 1200 NORTH
OREM, UT 84057

SPROAT, R TERRY
1223 N 1160 W
OREM, UT 84057

RIOS, ELIGIO BAUTISTA (ET AL)
1224 N 1200 W
OREM, UT 84057

GIBSON, ROBERT J
1225 N 1200 W
OREM, UT 84057

BENNETT, TYLER
1235 N 1160 W
OREM, UT 84057

SCOTT, JES E & CLAIRE M
--OR CURRENT RESIDENT--
1236 N 1200 WEST
OREM, UT 84057

HOWLETT, MICHAEL P & CAMIE
1247 N 1160 W
OREM, UT 84057

LEAVITT, JAMES PAUL
1248 N 1200 W
OREM, UT 84057

UTAH VALLEY FAMILY SUPPORT
CENTER
1255 N 1200 W
OREM, UT 84057

COOK, JARED E
1259 N 1160 W
OREM, UT 84057

TRUONG, BINH M (ET AL)
1260 N 1200 W
OREM, UT 84057

FUENTES, JUAN C
1271 N 1160 W
OREM, UT 84057

JPMORGAN CHASE BANK
--OR CURRENT RESIDENT--
1272 N 1200 WEST
OREM, UT 84057

REYNOLDS, MARION E & TERRILYN
R (ET AL)
--OR CURRENT RESIDENT--
1275 N 1200 WEST
OREM, UT 84057

LANCASTER, AARON D & SHANNON
J
1283 BAYLEAF TERRACE AV
HENDERSON, NV 89014

JACOB LAND DEVELOPMENT LLC
--OR CURRENT RESIDENT--
1304 W 1170 NORTH
OREM, UT 84057

ALLEN, BRIAN D
--OR CURRENT RESIDENT--
1307 W 1170 NORTH
OREM, UT 84057

JONES, CRAIG R & SUSAN M
1420 BRETTON DR
CASPER, WY 82609

12X12NW LLC
1513 N TECHNOLOGY WY # 2100
OREM, UT 84097

QUESTAR GAS COMPANY
1640 NORTH MTN. SPRINGS PKWY.
SPRINGVILLE, UT 84663

GARY & OLEAH PEAY
ASPEN NEIGHBORHOOD CHAIR
1895 N 800 WEST
OREM, UT 84057

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057

UTAH CNTY SOLID WASTE DISTRICT
C/O RODGER HARPER
2000 WEST 200 SOUTH
LINDON, UT 84042

UTOPIA
2175 S REDWOOD ROAD
WEST VALLEY CITY, UT 84119

KCJ INC
%CHORNIAC, HAZEL
2310 SKYLINE MTN RESORT
FAIRVIEW, UT 84629

REYNOLDS, MARION E & TERRILYN
R (ET AL)
2562 GREEN OAKS DR
BOUNTIFUL, UT 84010

S A B B LLC
3017 W 120 N
PROVO, UT 84601

JPMORGAN CHASE BANK
3415 VISION DR
COLUMBUS, OH 43219

THE HAMMOND COMPANY
3664 FOOTHILL DR
PROVO, UT 84604

RLJ PROPERTIES LC
4115 N 200 E
PROVO, UT 84604

ALAMO BUSINESS PARK & STORAGE
LLC
4250 E GREENER HILLS DR
HEBER CITY, UT 84032

UTAH DEPARTMENT OF
TRANSPORTATION
4501 S 2700 W
SALT LAKE CITY, UT 84119

ALLEN, BRIAN D
5159 OLD POST RD
OGDEN, UT 84403

PREMIER FUNERAL HOLDINGS LLC
7043 S COMMERCE PARK DR
MIDVALE, UT 84047

LEWIS, FLORIDALMA
8619 S SANDY PARKWAY BLDG A
STE 111
SANDY, UT 84070

COMCAST
9602 SOUTH 300 WEST
SANDY, UT 84070

ROCK, DAVID E & MARTA J
12618 BEXHILL DR
HOUSTON, TX 77065



DRC APPLICATION

Development Services Department • 56 North State Street, Orem, Utah 84057 • (801) 229-7183 • FAX (801) 229-7191

www.orem.org

APPLICANT INFORMATION			FORM EXPIRES: 06-30-2015
Name: <u>Real Estate Development Advisors LLC</u>	Phone: <u>602-329-3241</u>		
Address: <u>1513 N Technology Way, Suite 2100</u>	FAX: _____		
City: <u>Orem</u>	State: <u>Utah</u>	Zip: <u>84097</u>	e-mail: _____

PROJECT INFORMATION	
Project Name:	<u>12x12NW Crossing</u>
Project Address:	<u>1187N 1200 W, Orem</u>

Nature of Request (Check all that apply) and Filing Fee Amount				
SUBDIVISION PLATS/LOT LINE ADJUSTMENT	ORDINANCE AMENDMENTS	OREM GENERAL PLAN AMENDMENTS	MISCELLANEOUS	APPEALS/OTHER
<input type="checkbox"/> Preliminary/PRD \$800 + \$20/lot or unit <input type="checkbox"/> Preliminary deep lot sign fee \$25 <input type="checkbox"/> Final \$600 + \$20/lot or unit + recording fees <input type="checkbox"/> Vacation/Amendment \$800 + \$20/lot or unit + \$25 sign fee + recording fees <input type="checkbox"/> Final PRD \$600 + \$30/lot or unit + recording fees <input type="checkbox"/> Lot Line Adjustment \$400 + \$25 sign fee, not including recording fees	<input type="checkbox"/> Sign, Text \$900 <input type="checkbox"/> Subdivision, Text \$900 <input type="checkbox"/> Zoning, Text \$900 <input checked="" type="checkbox"/> New PD Zone, Text \$2000 +25 sign fee for PD zone <input type="checkbox"/> Rezone \$1200 + \$25 sign fee <input checked="" type="checkbox"/> New PD Zone, Rezone \$1200 +25 sign fee for PD zone <input type="checkbox"/> Development agreement Utah County fees \$_____	<input type="checkbox"/> Land Use Map Change \$1000 + \$25 sign fee <input type="checkbox"/> Text Change \$1000 ***** <input type="checkbox"/> MAILINGS Neighborhood Notice \$_____ ***** PUBLIC NOTICES <input type="checkbox"/> Newspaper notices <input type="checkbox"/> \$100 for PC meeting <input type="checkbox"/> \$100 for CC meeting PUBLIC NOTICE <input type="checkbox"/> STREET VACATIONS Newspaper notice \$150 for CC meeting	<input type="checkbox"/> Site Plan Admin. Approval \$500 <input type="checkbox"/> Site Plan \$1,500 + \$25 sign fee for following PD Zones: 1,4,5,15,16,21 or adjacent to a residential zone <input type="checkbox"/> Concrete/Masonry Fence \$50 <input type="checkbox"/> Daycare Fence Approval \$100 <input type="checkbox"/> Temporary Site Plan Approval \$100 <input type="checkbox"/> Conditional Use Permit \$800.00 + \$25 sign fee <input type="checkbox"/> Fence Modification/Waiver \$100 <input type="checkbox"/> Condominium Conversion \$300.00 + \$55/Unit (\$25 sign fee; + \$30 building inspection fee/Unit)	<input type="checkbox"/> To City Council \$400 <input type="checkbox"/> To Planning Commission \$400 <input type="checkbox"/> Street Vacation \$1200 <input type="checkbox"/> Annexation \$1500 + \$25 sign fee PUBLIC NOTICE <input type="checkbox"/> Newspaper notices \$900 for PC & CC meetings <input type="checkbox"/> Driveway Entrance Modification \$175 <input type="checkbox"/> Resubmittal Fee \$500/review After three reviews <input type="checkbox"/> Other \$200

FILING FEES AND REQUIRED COPIES

FILING FEES: The filing fee for each "Nature of Request" checked above is required at the time the application is filed with the City. The fee amount is listed above. One DRC Application may be used for more than one Nature of Request.

REQUIRED COPIES: Two (2) full size copies 24" by 36", one (1) copy reduced to an 11" by 17", one (1) copy reduced to an 8½" by 11" shall be submitted with each application for Subdivision Plats, Conditional Use Permits, Site Plans, and Condominium Conversions. **Provide a complete set of PDF drawings with application – email PDF drawings to lpemerritt@orem.org.**

APPLICANT NOTES, SIGNATURE, AND CONTACT PERSON

PLANNING COMMISSION/CITY COUNCIL MEETINGS: Once the Development Review Committee determines your application is complete the Staff will forward it to the Planning Commission and City Council. **The applicant's attendance at the Planning Commission and City Council meetings is required.** The City Council is the final approving authority on the following items: Conditional Use Permits; Appeals; City Code amendments; General Plan Amendments; Fence Modifications; and site plans in the following zones: PD-1, PD-4, PD-5, PD-15, PD-16, and PD-21.

NEIGHBORHOOD MEETING: The applicant shall hold a neighborhood meeting in accordance with the City Code for the following requests: **General Plan Amendments; Zoning Ordinance Amendment, Map; Commercial developments adjacent to residential zones; all non-residential uses in a residential zone.**

DRC APPLICATION: This DRC Application must be **complete** at the time it is submitted to the City or it may not be accepted.

FILING FEE NOTICE: Applications filed after July 1 are subject to fee changes.

Applicant's Signature:	Contact Person Name: <u>Howard Bashford</u> Phone: <u>602-329-3241</u>
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OFFICE USE ONLY		
Date Filed:	Fees Paid:	Received By:

Please Note: The deadline for filing this application to be considered at the next DRC Meeting is Monday at noon. If Monday is a Holiday the deadline is extended to the following Tuesday at noon. Once filed with the City, you may contact any of the following individuals to learn of the status of this application: Jason Bench, 801-229-7238; David Stroud, 801-229-7095; or Clinton Spencer, 801-229-7267; Brandon Stocksdaile, 801-229-7054.

Project Timeline

Project: PD-45 Rezone (12 x 12)

1. Neighborhood Meeting held by applicant on: 5/27/15
2. DRC Application Date: 6/2/15
3. Obtained Development Review Committee Clearance on: 7/1/15 by: CAS
4. Publication notice for PC sent to Records office on: 7/6/15 by: CAS
5. Neighborhood notice (500') for Planning Commission mailed on: 7/14/15 by: CAS
6. Planning Division Manager received neighborhood notice on: 7/16/15
7. Property posted for PC on: 7/16/15 by: CAS
8. Planning Commission recommended approval/denial on: 7/22/15 (Approval)
9. Publication notice for CC sent to Records office on: 8/6/15 by: DRS
10. Neighborhood notice (500') for City Council mailed on: 7/14/15 by: CAS
11. Planning Division Manager received neighborhood notice on: 7/16/15
12. Property posted for City Council on: by: 7/16/15
13. City Council Approved/Denied on: