



CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
September 13, 2016

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

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

1. **DISCUSSION/Q&A – Impact Fees – Zions Bank Public Finance (45 min)**
Presenters: Brenn Bybee and Suzy Becker with Zions Bank Public Finance
2. **DISCUSSION – CARE Survey Update (45 min)**
Presenters: Steven Downs and Kyrene Gibb with Y2 Analytics
3. **DISCUSSION – Sober Living Facilities (30 min)**
Presenters: Steve Earl

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 – August 23, 2016

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

- 8. **UPCOMING EVENTS**
- 9. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 10. **RECOGNITION OF NEW NEIGHBORHOODS IN ACTION OFFICERS**

CITY MANAGER’S APPOINTMENTS

- 11. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
Board of Building and Fire Code Appeals1 vacancy

PERSONAL APPEARANCES – 15 MINUTES

- 12. **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

- 13. **There are no Consent Items.**

SCHEDULED ITEMS

- 14. **6:00 P.M. PUBLIC HEARING – Affordable Senior Housing Development Standards ORDINANCE – Amending Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone**

PRESENTER: Jason Bench

REQUEST: Development Services requests the City Council amend Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone.

POTENTIALLY AFFECTED AREA: Citywide

BACKGROUND: The Affordable Senior Housing (ASH) overlay zone was enacted by the City Council in 2012 to provide affordable housing for low income seniors. The ASH zone was applied to all residentially zoned property located within approximately one half mile of State Street.

The ASH zone was designed to encourage the construction of affordable (low rent) units that the market would not otherwise provide. To encourage the construction of affordable units, the ASH zone allows the construction of up to four units on a single residential lot. It was hoped that allowing the construction of four units on a single residential lot (instead of

the normal one unit) would lower the average cost per unit and allow a developer to charge a lower rent.

Since the ASH overlay zone was adopted, two developments (12 units) have been constructed, one development (4 units) has been approved but not yet constructed, and an application for one additional development (4 units) has been received but not yet approved. The square footage and number of bedrooms for these projects are shown below:

<u>Location</u>	<u>Number of Units</u>	<u>Square Footage/unit</u>	<u>Bedrooms</u>
443 E. 400 S.	8	1,722	3+
562 N. Main	4	1,736	3+
621 N. 400 W.	4	720	1
420 W. 600 N.	4	962	3

Staff are concerned that in some cases, units have essentially been operated as market rate apartments instead of affordable units. A recent audit of rents being charged in eight ASH units revealed that the average monthly rent was \$1,011 with several units being rented at \$1,100/month. This suggests that some of the ASH projects appear to simply be competing with other market rate apartments in the City and are not meeting the need for low cost, affordable housing for the elderly.

In the opinion of Staff, part of the reason for this is that the units that are being constructed are too large. This drives up rents in two ways. First, larger units cost more to build and therefore require higher rents to obtain an economic return. Second, the ASH ordinance bases rents on HUD's Fair Market Rents (FMRs) for Utah County. Under this standard, the maximum rent that can be charged increases with additional bedrooms in a unit. For example, the maximum rent for a one bedroom apartment is \$639, the maximum for a two bedroom apartment is \$763, the maximum for a three bedroom is \$1,103, and for a four bedroom apartment the maximum is \$1,351. These maximum rental rates will increase in 2017 to \$697/1 BR, \$818/2 BR, and \$1191/3 BR. As can be seen, there is a substantial jump in the maximum rent when a third bedroom is added to a unit. This obviously provides an economic incentive for developers to build units with more bedrooms as they can then charge significantly higher rents.

In the opinion of staff, units that can rent for \$1,103 (and increasing to \$1,191 in 2017 for a three bedroom apartment) do not serve the needs of low income seniors, but instead simply end up competing with the existing stock of market rate apartments in the City. For example, the website for the Italian Villages at 980 West 950 North, which is a newer and higher end apartment development, advertises three bedroom/two bathroom units with 1,320 square feet for \$1,145-\$1,185/month. Similarly, the website for Village Park Apartments on State Street advertises three bedroom /two bathroom units with 1,250 square feet for \$1,030-\$1,105/month. A search of apartment listings on KSL classifieds on September 1, 2016 showed three separate listings for 3-bedroom apartments renting for \$900, \$975 and \$1,110 respectively.

In order to encourage the development of residential units that are truly affordable for low income seniors, Staff recommend that the ASH zone be amended to limit the size of such units to no more than 900 square feet and to limit the number of bedrooms to two. This would then limit the maximum rent that could be charged to \$763 (for a two bedroom

apartment). This would provide a real and actual benefit to seniors as there is a very limited supply of apartments that rent for \$763 or less, while, as noted above, there is already a very substantial supply of apartments that rent for between \$900-\$1,150.

When this matter was considered by the Planning Commission, there was significant interest on the part of Planning Commission members and developers to allow units to be constructed with three bedrooms in order to allow tenants to have extra space for storage, an office, or an additional sleeping room. While the amenity of a third bedroom would undoubtedly be desirable for some seniors, Staff believe that there are already significant housing opportunities in the general market for seniors who want an apartment with three bedrooms. Staff believe that the ASH is not designed to provide housing for seniors who can afford the additional convenience of a third bedroom, as that need is already being met in the market. Instead, Staff believe that the ASH is intended to help those seniors who cannot afford the convenience of a third bedroom and the higher rent that goes along with it.

As noted above, moving from a two bedroom unit to a three bedroom unit increases maximum rent by \$340 which is an increase of almost 50%. In the opinion of Staff, the maximum rent that can be charged for three bedroom units will likely convert these units to market rate apartments that will not benefit the low income seniors that the ASH zone was created to help.

The Housing Authority of Utah County (HAUC) has taken an approach similar to that proposed by Staff in HAUC's efforts to provide affordable housing for low income seniors. The HAUC does not provide three bedroom apartments and very few two bedroom apartments. According to Lynell Smith, the executive director of HAUC, 95% of the units they provide for low income seniors are one bedroom units with 650-700 square feet. Affordability is the goal and in her opinion, units with three bedrooms and up to 1,200 square feet defeat that purpose.

In addition to the concerns about affordability, units with three bedrooms also provide a greater opportunity and incentive to have more tenants in a unit. More tenants may be needed so that the higher rents can be shared among more residents. Unfortunately, more residents also translates into more traffic and more parking demand. Staff have observed a disproportionately high number of vehicles parked on the street next to some of the larger ASH units that have been constructed.

This potentially makes ASH units less compatible with the neighborhoods in which they are located. It was originally believed that since ASH units would be occupied by only one or two seniors, both traffic generation and parking demand would be very low and therefore, even allowing four units on a single residential lot would not negatively impact neighboring residential properties. However, because larger units with more bedrooms create a natural incentive to rent to more tenants, allowing larger units could result in a greater negative impact on surrounding residential properties.

In addition to the proposal to limit ASH units to 900 square feet and two bedrooms, Staff also propose to add language clarifying that utilities (excluding telephone) must be included in the calculation of maximum rent and that the combined income of residents, for purposes of determining eligibility, include the combined income of all residents.

These provisions are already a part of the existing law, but may not be commonly known among current and prospective owners of ASH units.

Lastly, Staff have proposed modifications to the exterior finish requirements for ASH units. The proposed amendments to the ASH zone are shown below:

F. Occupancy Requirements.

1. Age and Income Requirement. Affordable senior housing units may be occupied only by elderly persons who are sixty (60) years of age or older and whose combined income (the income of all persons who occupy the unit) is at or below eighty percent (80%) of the median income for the Provo-Orem Metropolitan Statistical Area as published by the United States Department of Housing and Urban Development.

2. Maximum Rent. The rent charged for affordable senior housing units may not exceed the standards and limits set forth in the current Department of Housing and Urban Development (HUD) published Fair Market Rents (FMR) for Utah County. Pursuant to these standards, rent includes the cost of utilities (except telephone). For purposes of determining the maximum allowable rent, no unit shall be considered to have more than two bedrooms.

The overall goal of the ASH overlay zone is to provide affordable housing to those that may not have ability otherwise to afford a place to live. The second change pertains to limiting the number of bedrooms, having a maximum square footage and the elimination of an optional basement. These changes should reduce overall construction costs for future ASH projects. This should provide an incentive to construct an ASH development that meets our goal of providing affordable senior housing units and not simply building market rate housing for seniors.

O. Development Standards and Requirements.

3. **Square Footage.** The minimum square footage per dwelling unit shall be five hundred (500) square feet. The maximum square footage per dwelling unit shall be nine hundred (900) square feet.

34. **Number of Bedrooms.** The maximum number of bedrooms is two (2) per unit.

45. **Floors Above Grade.** The maximum number of floors above grade shall be one (1). Basements shall not be allowed.

The last change does not deal directly with the ability to keep rent and occupancy at affordable levels. However, the proposed amendments help reduce the visual impact the development may have on adjacent residential uses.

The current architectural standard requires certain materials but does not specify the percentage. The final change will require each elevation to have a minimum percentage of materials. Other materials used may be stucco or cement fiber board siding or combination of these materials. This increases the architectural standard of this type of project located adjacent to existing residential uses.

~~1314.~~ **Exterior Finishing Materials.** The finish materials of all exterior walls shall consist of a minimum of 40% brick or stone. Up to 40% of the exterior finishing materials may also consist of brick, stone cement fiber board siding (Hardiboard), or stucco, or a combination thereof. Board, batten or shake material accents are permitted. Wood and vinyl siding is prohibited except for trim or soffits. The exterior finish of each exterior wall shall be substantially similar. Metal or vinyl soffits and trims are permitted and do not count in the percentages required.

The Planning Commission reviewed the request and recommended the City Council consider allowing three (3) bedrooms per unit, up to 1,200 square feet per dwelling unit, add vinyl siding as a building material and reduce the building material of brick and stone from 40 percent to 20 percent.

The ASH overlay zone was never intended to provide market rate housing. This is a special exception to allow up to a fourplex in a single family neighborhood. This should not be used as a tool to develop a fourplex based on market forces. This is a unique exception and should be limited in scope with the City setting the standards and not relying on the market to dictate what type of fourplex a developer should build to maximize market demands.

This is a very small segment of citizens and this type of development should be used as a means to build an affordable fourplex to accommodate this unique segment of citizens and not be the means to allow a basic fourplex in neighborhoods when a basic fourplex not currently permitted.

Allowing 1,200 square foot units with three bedrooms as recommended by the Planning Commission would not reduce or help mitigate the issues we are currently experiencing.

RECOMMENDATION: The Planning Commission recommends the City Council to amend Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone with the recommendation that the City Council allow three (3) bedrooms per unit, up to 1,200 square feet per dwelling unit, add vinyl siding as a building material and reduce the building material of brick and stone from 40 percent to 20 percent. However, the Planning staff recommends the City Council approve the proposed amendments without modifications.

15. RESOLUTION – Authorizing the Mayor to sign the Interlocal Agreement between the City of Orem and the jurisdictions of Utah County, Provo City, Pleasant Grove City, American Fork City, Alpine City, Spanish Fork City, Santaquin City, Lehi City, Springville City, Payson City, Mapleton City, Salem City, Saratoga Springs City, Lindon City, Lone Peak Public Safety District, City of Cedar Hills, Highland City regarding the continued existence of the Utah County Major Crimes Task Force

PRESENTER: Chief Gary Giles

POTENTIALLY AFFECTED AREA: Citywide

BACKGROUND: The Utah County Major Crimes Task Force was established by Interlocal agreement in 1997 in order to combat drug and violent crime problems throughout Utah County and in other areas when those crimes affect Utah County. Orem has always played a large part in the Task Force as we manage all of the financial accounts and one of our Police Department Lieutenants holds the position of Task Force Director.

The Interlocal agreement is basically the same as previous agreements that have been signed by the City except that Section 15 requires that the Task Force Director review the agreement annually and permits him to submit updates and receive acknowledgements of updates as necessary. This agreement also extends the expiration date of the agreement from December 2020 to December 2026.

By having the agreement updated and in place, the Task Force is eligible and able to submit for grants as well as receive forfeiture moneys from both the State and Federal government.

RECOMMENDATION: The Chief of Police recommends that the City enter into the Interlocal Agreement between the City of Orem and jurisdictions of Utah County, Provo City, Pleasant Grove City, American Fork City, Alpine City, Spanish Fork City, Santaquin City, Lehi City, Springville City, Payson City, Mapleton City, Salem City, Saratoga Springs City, Lindon City, Lone Peak Public Safety District, City of Cedar Hills, Highland City regarding the continued existence of the Utah County Major Crimes Task Force.

COMMUNICATION ITEMS

- 16. There are no Communication Items.**

CITY MANAGER INFORMATION ITEMS

- 17. 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
August 23, 2016

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

CONDUCTING Mayor Richard F. Brunst

ELECTED OFFICIALS Councilmembers Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, David Spencer, and Brent Sumner

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 Department Director; Chris Tschirki, Public Works Director; Scott Gurney, Fire Department Director; Gary Giles, Police Department Director; Charlene Crozier, Library Director; Steve Earl, Deputy City Attorney; Jason Bench, Planning Division Manager; Steven Downs, Assistant to the City Manager; Paul Goodrich, City Traffic Engineer; and Donna Weaver, City Recorder

DISCUSSION – Joint Water Storage Study

Mr. Tschirki introduced Marv Allen and Steven Jones from Hansen, Allen & Luce, Inc. Mr. Tschirki noted that Mr. Jones once worked for the City of Orem.

Mr. Tschirki said the study was a joint effort between Orem, the Town of Vineyard, and the Central Utah Water Conservancy District (CUWCD) to help determine the best location for storage reservoirs in the two communities. They are using more water than they have contracted for, and Orem needs redundancy in supply lines.

Mr. Allen reviewed a short history of the existing storage tanks and then went over the current and future needs, along with proposed alternatives. He said the CUWCD, City of Orem and Town of Vineyard share joint ownership of a 20 MG Storage Tank at the Don A. Christiansen Regional Water Treatment Plant. Ownership Distribution of the 20 MG:

- CUWCD: 10 MG
- Orem: 9.5 MG
- Vineyard: 0.5 MG
- Demands from Orem & Vineyard have increased such that tank utilization now exceeds Orem's 10 MG allotment.

Issues included:

- Essential function of water storage in a drinking water system
- Existing water system & general storage areas

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- 1 • Storage requirements
- 2 • Model Development – consequences of not building transmission and storage
- 3 ○ Increased pressure fluctuations
- 4 ○ Lower pressures
- 5 ○ CUWCD charging for use of storage
- 6 ○ Poor utilization of wells
- 7 ○ Poor utilization of existing storage
- 8 ○ Fire flow capacity issues
- 9 ○ Failure to meet State minimum storage and pressure requirements
- 10 • Storage Site Locations & Site Evaluations
- 11 ○ Reasons to exclude sites:
- 12 ■ Elevation
- 13 ■ Need for a booster pumping station.
- 14 ■ Proximity to other storage tanks
- 15 ■ High groundwater potential
- 16 ■ Low soil bearing pressure
- 17 ■ High to moderate potential for liquefaction
- 18 ■ Above ground construction
- 19 • Alternatives Development
- 20 ○ **Alternative #1** - all gravity and no pumping #1
- 21 ■ Cascade Drive tank
- 22 ■ Geneva Park tank
- 23 ■ Community Park tank
- 24 ○ **Alternative #2** – gravity to Vineyard and lower Orem Zone & pumping to Central
- 25 Zone and no pumping #1
- 26 ■ Geneva Park tank and booster
- 27 ■ Mountain View High School Booster and tank
- 28 ■ Community Park
- 29 ○ **Alternative #3** – Initially pumping out of Central Zone but eventual all gravity
- 30 storage and transmission
- 31 ■ Cascade Drive tank
- 32 ■ Geneva Park tank
- 33 ■ Kwanzen Park booster
- 34 ■ Community Park tank
- 35 • Alternatives Evaluation
- 36 ○ Construction Phasing Plan for Alternatives
- 37

	Year		
	2017	2021	2024
Alternative 1	Site 5 - 168 MG	Site 1 - 2.4 MG	Site 3 - 11.8 MG
Alternative2	Site 2 - 11.7 MG	Site 1 - 7 MG	Site 3 - 12.3 MG
Alternative3	Site 3 - 11.8 MG	Site 1 - 2.4 MG	Site 5 - 16.8 MG

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○ Economic Comparison of Alternatives

	Tank Capital Cost	Transmission Pipeline Capital	Total Capital Cost	Initial Capital Outlay (2017)	PV of Energy Cost	PV of Total Cost	FV of Total Cost
Alternative 1	\$41,194,000	\$33,442,000	\$74,636,000	\$47,157,000	\$0	\$74,636,000	\$82,765,000
Alternative 2	\$42,782,000	\$33,455,000	\$76,237,000	\$21,761,000	\$3,656,000	\$79,892,000	\$99,355,000
Alternative 3	\$43,433,000	\$33,493,000	\$76,926,000	\$23,234,000	\$609,000	\$77,535,000	\$92,176,000

● Recommendations

- While it is recognized that Alternative 1 has the highest initial capital outlay, it is recommended that Alternative 1 be selected as the proposed plan since it has the lowest total cost and no insurmountable pitfalls have been identified. Alternative 1 has lower maintenance and operating costs and no electricity pumping costs.
- Due to deficiencies in transmission capacity in the Orem water system, it is recommended that the City address the transmission system upgrades identified in the three alternatives along with tank construction.

Mr. Jones presented the hydraulic modeling used to estimate water needs. He said that transmission lines were smaller than they needed to be. If everyone were to try to use water at the same time, the pressure would drop. One solution was to use larger pipes. The water coming from the CUWCD, because of its higher elevation, overwhelmed Orem’s other water supplies—such as the eight-million-gallon tank and the wells.

The project would be phased over years and the costs spread between the three entities. Less than 25 percent of the deficit came from Vineyard, so that town would only be responsible for that amount of the cost.

Mr. Macdonald said they had told residents the City intended to do “pay as you go.” Doing a bond was not an option.

Mr. Seastrand expressed concern that, when the most recent tank was constructed, no one mentioned it would only provide additional storage for five years. He questioned, considering Vineyard’s rapid growth, if the estimates of Orem’s usage were accurate.

Mr. Manning said that, in the past Orem, had been the only user of the water in the large tank, and the City paid if it needed to use additional usage. Currently, however, there were several other customers needing access to the water. Orem was infringing on the water belonging to those communities.

Mr. Davidson said that, everything remaining as it was, Orem could continue to take advantage of CUWCD’s water. However, if there were an emergency and the district had to commandeer *its* water to service its other wholesale customers, the City of Orem would not be able to provide necessary water to Orem residents and businesses. In a sense, the CUWCD’s water had served as “overdraft protection” for Orem, but that was no longer an option.

Mr. Davidson indicated that the cost of new growth could be mitigated using impact fees. However, impact fees could not be used to fix existing problems. That was one of the challenges

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1 associated with using only a “pay as you go” system for payment. He said the question was
2 where to go now.

3
4 Mr. Tschirki said they would bring back a plan to move forward with phases, all the way through
5 build out.

6 7 DISCUSSION – Provo/Orem TRIP Landscaping Update

8 Andy Powell with AECOM, an engineering firm hired by the Utah Transit Authority (UTA),
9 reviewed landscaping options for the Provo/Orem TRIP project.

10 11 Landscape Amenities

- 12 • Small Block Retaining Walls
- 13 • Decorative Fence
- 14 • Sidewalk with Park Strip
- 15 • Landscaped Medians

16
17 He said they were getting away from sod and planned to use perennials to avoid a lot of water
18 use. At the suggestion of City staff, they had added more hardscape in the medians. Adjacent
19 property owners would be responsible for the maintenance, and City staff was working on
20 ordinances to address that. To water the plants, they would use a durable, “smart” drip system.

21
22 Mr. Goodrich said they had worked to achieve a balance between hardscape and softscape, so
23 workers tending the plants would be safer.

24
25 The consensus of the Council was to proceed as proposed.

26 27 All Together Playground

28
29 Mr. Davidson noted that Jim Orr of Public Works and several of his crew were in attendance.
30 Mr. Davidson expressed appreciation for all the preparation work they had been doing for the All
31 Together Playground.

32 33 DISCUSSION – Calls for Service Review

34
35 Chief Giles said that after a KSL news report some concerns had been expressed about the
36 number of calls they received from Walmart. A lot of the people who were caught there were
37 also breaking into cars or selling drugs. It was not a bad thing to already have a record when they
38 were caught at Walmart. He noted that Walmart’s return policy tended to add to the problem
39 because they accepted items without a receipt. That encouraged people to shoplift so they could
40 return the items for a refund.

41
42 He noted that Orem officers, when in an Orem uniform, can only work for the City. They were
43 not allowed to wear an Orem uniform when providing off-duty security for other entities.

44
45 At the request of Mr. Bybee, Chief Giles explained the difference between a police officer and a
46 security guard. He said a security guard did not have the authority to arrest and would mostly be
47 responsible for gathering information—to observe and report.

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1 Mr. Davidson said there were communities that handled police service calls differently. Retail
2 businesses, gas stations, and apartment complexes all added greatly to the workload of Orem's
3 officers in comparison to a local home. There could be a fee structure put in place that required
4 those businesses to pay for the greater impact, using a scientific method to determine what that
5 impact was.

6 7 **5:00 P.M. STUDY SESSION – PUBLIC SAFETY TRAINING ROOM**

8
9 CONDUCTING Mayor Richard F. Brunst

10 ELECTED OFFICIALS Councilmembers Debby Lauret, Sam Lentz, Tom
11 Macdonald, Mark Seastrand, David Spencer, and Brent
12 Sumner
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15 APPOINTED STAFF Jamie Davidson, City Manager; Brenn Bybee, Assistant
16 City Manager; Greg Stephens, City Attorney; Richard
17 Manning, Administrative Services Director; Bill Bell,
18 Development Services Director; Karl Hirst, Recreation
19 Department Director; Chris Tschirki, Public Works
20 Director; Scott Gurney, Fire Department Director; Gary
21 Giles, Police Department Director; Charlene Crozier,
22 Library Director; Steve Earl, Deputy City Attorney; Jason
23 Bench, Planning Division Manager; Jason Adamson; Risk
24 Manager; Steven Downs, Assistant to the City Manager;
25 and Donna Weaver, City Recorder
26

27 Preview Upcoming Agenda Items

28 Staff presented a preview of upcoming agenda items.
29

30 Agenda Review

31 The City Council and staff reviewed the items on the agenda.
32

33 City Council New Business

34 There was no City Council new business.
35

36 The Council adjourned at 5:55 p.m. to the City Council Chambers for the regular meeting.
37

38 **6:00 P.M. REGULAR SESSION – COUNCIL CHAMBERS**

39
40 CONDUCTING Mayor Pro Tem Brent Sumner

41
42 ELECTED OFFICIALS Councilmembers Debby Lauret, Sam Lentz, Tom
43 Macdonald, Mark Seastrand, and David Spencer
44

45 APPOINTED STAFF Jamie Davidson, City Manager; Brenn Bybee, Assistant
46 City Manager; Greg Stephens, City Attorney; Richard
47 Manning, Administrative Services Director; Bill Bell,

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1 Development Services Director; Karl Hirst, Recreation
2 Director; Chris Tschirki, Public Works Director; Scott
3 Gurney, Fire Department Director; Gary Giles, Police
4 Department Director; Charlene Crozier, Library Director;
5 Jason Bench, Planning Division Manager; Steven Downs,
6 Assistant to the City Manager; Pete Wolfley,
7 Communications Specialist; and Donna Weaver, City
8 Recorder

9
10 EXCUSED

Mayor Richard F. Brunst

11 INVOCATION /

12 **INSPIRATIONAL THOUGHT**

Mike Vance

13 **PLEDGE OF ALLEGIANCE**

Hunter Liechty

14 APPROVAL OF MINUTES

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16
17
18 Mr. Lentz **moved** to approve the August 9, 2016, Orem City Council meeting minutes. Mr.
19 Seastrand **seconded** the motion. Those voting aye: Debby Lauret, Sam Lentz, Tom Macdonald,
20 Mark Seastrand, David Spencer, and Brent Sumner. The motion **passed unanimously**.

21 MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

22 Upcoming Events

23
24
25 The Mayor referred the Council to the upcoming events listed in the agenda packet.

26 Appointments to Boards and Commissions

27
28 There were no appointments to Boards and Commissions.

29 Walter C. Orem – Kena Jo Mathews.

30
31 Steven Downs introduced Ms. Mathews. Mrs. Lauret read a history of Ms. Mathews' work.
32 Mayor Pro Tem Sumner presented her with the award and invited her to shake hands with the
33 Council.

34
35 Ms. Mathews expressed appreciation for the award, saying she loved Orem. She said she hoped
36 to be able to serve the community for many years to come.

37 CITY MANAGER'S APPOINTMENTS

38 Appointments to Boards and Commissions

39
40 Mr. Davidson asked for the Council's advice and consent on the appointment of James Williams
41 and Stephen Frisby to serve on the Board of Building and Fire Code Appeals.

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43
44 Mr. Macdonald **moved** to give the Council's advice and consent to the appointment of James
45 Williams and Stephen Frisby to the Board of Building and Fire Code Appeals. Mr. Lentz
46 seconded the motion. Those voting aye: Debby Lauret, Sam Lentz, Tom Macdonald, Mark
47 Seastrand, David Spencer, and Brent Sumner. The motion **passed unanimously**.

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PERSONAL APPEARANCES

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

Andre Jones and Uli Wan introduced themselves, saying they were with the UVU Student Association and had been assigned to liaison with the Orem City Council. Mr. Jones read their rules of engagement.

CONSENT ITEMS

There were no Consent Items.

SCHEDULED ITEMS

6:00 P.M. PUBLIC HEARING – PD-4 – Harmons/Eggett Rezone
ORDINANCE – Amending the General Plan land use map by changing the designation
from Community Commercial and Professional Services to Low Density Residential and
amending Section 22-5-3(A) and the zoning map of Orem City by changing the zone from
C1 and PD-4 to R8 at 811 East 700 North and 821 East 700 North

Mr. Bench presented Ryan Eggett and Herbert Williams' request that the City amend the General Plan land use map by changing the designation from Community Commercial and Professional Services to Low Density Residential and amending Section 22-5-3(A) and the zoning map of Orem City by changing the zone from C1 and PD-4 to R8 at 811 East 700 North and 821 East 700 North.

The owners of the Harmons property on 800 North have a remnant parcel outside of the south perimeter fencing. Because the property is located outside the fence, it is not used by Harmons. An adjacent residential property owner would like to incorporate this parcel into his lot. The property currently is designated Community Commercial in the General Plan and is zoned PD-4. The owners of the parcel have agreed to sell the parcel to the applicant. In order to incorporate the property into the adjoining residential parcel, the general plan map and zoning map need to be amended to permit residential uses.

The neighbor adjacent to the west would like to rezone his property as well. A house exists on the property but a previous landowner rezoned the lot to the C1 zone. The current owner would like to rezone the lot back to residential to bring the use of the property and zone into compliance.

The Planning Commission recommended the City Council amend the General Plan land use map by changing the designation from Community Commercial and Professional Services to Low Density Residential and amending Section 22-5-3(A) and the zoning map of Orem City by changing the zone from C1 and PD-4 to R8 at 811 East 700 North and 821 East 700 North. Staff supported the recommendation of the Planning Commission.

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1 Mr. Lentz said neighbors had attended the Planning Commission meeting in support of this
2 request. He observed that it was pleasant to see people come out in support of something. He
3 noted that many had stated that they could not also attend the Council meeting.

4
5 Mayor Pro Tem Sumner opened the public hearing. When no one came forward to speak, he
6 closed the public hearing.

7
8 Mr. Seastrand said the request made sense and **moved**, by ordinance, to amend the General Plan
9 land use map by changing the designation from Community Commercial and Professional
10 Services to Low Density Residential and amending Section 22-5-3(A) and the zoning map of
11 Orem City by changing the zone from C1 and PD-4 to R8 at 811 East 700 North and 821 East
12 700 North. Mr. Macdonald **seconded** the motion. Those voting aye: Debby Lauret, Sam Lentz,
13 Tom Macdonald, Mark Seastrand, David Spencer, and Brent Sumner. The motion **passed**
14 **unanimously**.

15
16 RESOLUTION – Authorizing the Mayor to sign the Interlocal Agreement between the City
17 of Orem and Alpine School District regarding the deployment of police officers in each of
18 the four public high schools in the City of Orem and the attendance of police officers at
19 extracurricular events at the high schools

20
21 Chief Gary Giles presented a recommendation that the City enter into the Interlocal Agreement
22 between the City of Orem and Alpine School District for the deployment of Police School
23 Resource Officers in the four senior high schools located within the City of Orem.

24
25 The City of Orem is responsible for protecting the health, safety, and general welfare of the City.
26 The Orem City Police Department and the Alpine School District have been participating in the
27 School Resource Officer Program. The program has been successfully functioning in the four
28 Orem City senior high schools for a number of years. The program has helped to create and
29 maintain a safe, secure, and orderly learning environment for students, teachers and staffs at the
30 participating senior high schools.

31
32 Alpine School District and the City of Orem had an interest in preventing juvenile crime and
33 school violence. Both the City of Orem and the Alpine School District wanted to continue to
34 implement and support the School Resource Officer Program. The proposed Interlocal
35 Agreement outlined the duties and obligations of the City and Alpine School District as those
36 duties and obligations relate to the program. The City would provide the senior high schools with
37 full time police officers to help meet the goals of the program. In exchange, Alpine School
38 District would provide certain compensation and benefits to the City for the services provided.
39 The initial term of the agreement would be for a period of five years with an automatic annual
40 renewal thereafter.

41
42 Mr. Seastrand asked if the officers were involved in City responsibilities otherwise. Chief Giles
43 said extracurricular activities came at an additional cost to the school district. During the
44 summer, the officers were assigned to other Orem shifts and returned to the schools in the fall.
45 Their primary focus was the high schools, though they did sometimes help at the junior high
46 schools.

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1 Mr. Lentz asked about input from the school resource officers and if they were in support of the
2 agreement. Chief Giles said the officers and the school district administration were in support of
3 it. The administrations of the various schools in Orem had said they would like to have resource
4 officers too, and not just in the high schools. Chief Giles said the school district had tentatively
5 approved the agreement and would take it to the school board in September.

6
7 Mr. Sumner asked if all the high schools in the Alpine School District had resource officers.
8 Chief Giles said he could not speak for all the cities. Each community negotiated their own
9 contracts with the district.

10
11 Mrs. Lauret asked what the school resource officers did. Chief Giles said the main focus was to
12 prevent violence and crime. The officers were responsible to predict problems, teach about
13 police issues, be there as a resource to school administrators, and to be a deterrent. The officers
14 made friends with the kids, who would sometimes confide about things they had heard and alert
15 the officers about potential problems. The officers were not there to handle school policy issues.

16
17 Mr. Macdonald **moved**, by resolution, to authorize the Mayor to sign the Interlocal Agreement
18 between the City of Orem and Alpine School District regarding the deployment of police officers
19 in each of the four public high schools in the City of Orem and the attendance of police officers
20 at extracurricular events at the high schools. Mr. Spencer **seconded** the motion. Those voting
21 aye: Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, David Spencer, and Brent
22 Sumner. The motion **passed unanimously**.

23 24 COMMUNICATION ITEMS

25
26 The monthly financial summaries for June and July 2016 were provided to the Council.

27 28 CITY MANAGER INFORMATION ITEMS

29
30 Mr. Davidson reviewed the following:

- 31 • ULCT Conference in September – Councilmembers were invited to attend
- 32 • Economic Development – 1600 North Maverick store coming in
- 33 • Tucano's would come into the office building at University Place
- 34 • The City's proposal for an education reception center at Powell Slough was not selected.
35 He said he was proud of what staff had done to prepare the proposal. The Utah Lake
36 Commission had been impressed and expressed an interest in encouraging some of the
37 development identified in Orem's proposal.

38
39 Mr. Seastrand said he was excited about the possibility of having a resource like that there. He
40 said the winner had a great option as well, and it would still be close to Orem's residents.

41 42 North Pointe Solid Waste

43 Mr. Bybee said North Point Solid Waste Service District had voted seven to four in favor of
44 participating in the purchase of Bayview Landfill in Elberta. The four cities that voted against it
45 wanted there to be a contingency to require the new ownership to go out to RFP for the private
46 operation of the landfill. After the vote, the board instructed the district director and attorney to
47 draft a resolution to that effect.

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1 **ADJOURNMENT**

2

3 Mr. Spencer **moved** to adjourn the meeting. Mr. Seastrand **seconded** the motion. Those voting
4 aye: Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, David Spencer, and Brent
5 Sumner. The motion **passed unanimously**.

6

7 The meeting adjourned at 6:45 p.m.

8

City Manager Appointments

Board of Building and
Fire Code Appeals
Appointment

R. Bryant Christensen

CITY OF OREM
CITY COUNCIL MEETING
 SEPTEMBER 13, 2016



REQUEST:	6:00 P.M. PUBLIC HEARING – AFFORDABLE SENIOR HOUSING DEVELOPMENT STANDARDS ORDINANCE – Amending Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone
APPLICANT:	Development Services
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on the State noticing website
- Faxed to newspapers

SITE INFORMATION:

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

**PLANNING COMMISSION
 RECOMMENDATION**

Approval 6-0

PREPARED BY:

Jason Bench, AICP
 Planning Division
 Manager

REQUEST:

Development Services requests the City Council amend Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone.

BACKGROUND:

The Affordable Senior Housing (ASH) overlay zone was enacted by the City Council in 2012 to provide affordable housing for low income seniors. The ASH zone was applied to all residentially zoned property located within approximately one half mile of State Street.

The ASH zone was designed to encourage the construction of affordable (low rent) units that the market would not otherwise provide. To encourage the construction of affordable units, the ASH zone allows the construction of up to four units on a single residential lot. It was hoped that allowing the construction of four units on a single residential lot (instead of the normal one unit) would lower the average cost per unit and allow a developer to charge a lower rent.

Since the ASH overlay zone was adopted, two developments (12 units) have been constructed, one development (4 units) has been approved but not yet constructed, and an application for one additional development (4 units) has been received but not yet approved. The square footage and number of bedrooms for these projects are shown below:

Location	Number of Units	Square Footage/unit	Bedrooms
443 E. 400 S.	8	1,722	3+
562 N. Main	4	1,736	3+
621 N. 400 W.	4	720	1
420 W. 600 N.	4	962	3

Staff are concerned that in some cases, units have essentially been operated as market rate apartments instead of affordable units. A recent audit of rents being charged in eight ASH units revealed that the average monthly rent was \$1,011 with several units being rented at \$1,100/month. This suggests that some of the ASH projects appear to simply be competing with other market rate apartments in the City and are not meeting the need for low cost, affordable housing for the elderly.

In the opinion of Staff, part of the reason for this is that the units that are being constructed are too large. This drives up rents in two ways. First, larger units cost more to build and therefore require higher rents to obtain an economic return. Second, the ASH ordinance bases rents on HUD's Fair Market Rents (FMRs) for Utah County. Under this standard, the maximum rent that can be charged increases with additional bedrooms in a unit. For example, the maximum rent for a one bedroom apartment is \$639, the maximum for a two bedroom apartment is \$763, the maximum for a three bedroom is \$1,103, and for a four bedroom apartment the maximum is \$1,351. These maximum rental rates will increase in 2017 to \$697/1 BR, \$818/2 BR, and \$1191/3 BR. As can be seen, there is a substantial jump in the maximum rent when a third bedroom is added to a unit. This obviously provides an economic incentive for developers to build units with more bedrooms as they can then charge significantly higher rents.

In the opinion of staff, units that can rent for \$1,103 (and increasing to \$1,191 in 2017 for a three bedroom apartment) do not serve the needs of low income seniors, but instead simply end up competing with the existing stock of market rate apartments in the City. For example, the website for the Italian Villages at 980 West 950 North, which is a newer and higher end apartment development, advertises three bedroom/two bathroom units with 1,320 square feet for \$1,145-\$1,185/month. Similarly, the website for Village Park Apartments on State Street advertises three bedroom /two bathroom units with 1,250 square feet for \$1,030-\$1,105/month. A search of apartment listings on KSL classifieds on September 1, 2016 showed three separate listings for 3-bedroom apartments renting for \$900, \$975 and \$1,110 respectively.

In order to encourage the development of residential units that are truly affordable for low income seniors, Staff recommend that the ASH zone be amended to limit the size of such units to no more than 900 square feet and to limit the number of bedrooms to two. This would then limit the maximum rent that could be charged to \$763 (for a two bedroom apartment). This would provide a real and actual benefit to seniors as there is a very limited supply of apartments that rent for \$763 or less, while, as noted above, there is already a very substantial supply of apartments that rent for between \$900-\$1,150.

When this matter was considered by the Planning Commission, there was significant interest on the part of Planning Commission members and developers to allow units to be constructed with three bedrooms in order to allow tenants to have extra space for storage, an office, or an additional sleeping room. While the amenity of a third bedroom would undoubtedly be desirable for some seniors, Staff believe that there are already significant housing opportunities in the general market for seniors who want an apartment with three bedrooms. Staff believe that the ASH is not designed to provide housing for seniors who can afford the additional convenience of a third bedroom, as that need is already being met in the market. Instead, Staff believe that the ASH is intended to help those seniors who can't afford the convenience of a third bedroom and the higher rent that goes along with it.

As noted above, moving from a two bedroom unit to a three bedroom unit increases maximum rent by \$340 which is an increase of almost 50%. In the opinion of Staff, the maximum rent that can be charged for three bedroom units will likely convert these units to market rate apartments that will not benefit the low income seniors that the ASH zone was created to help.

The Housing Authority of Utah County (HAUC) has taken an approach similar to that proposed by Staff in HAUC's efforts to provide affordable housing for low income seniors. The HAUC does not provide three bedroom apartments and very few two bedroom apartments. According to Lynell Smith, the executive director of HAUC, 95% of the units they provide for low income seniors are one bedroom units with 650-700 square feet. Affordability is the goal and in her opinion, units with three bedrooms and up to 1,200 square feet defeat that purpose.

In addition to the concerns about affordability, units with three bedrooms also provide a greater opportunity and incentive to have more tenants in a unit. More tenants may be needed so that the higher rents can be shared among more residents. Unfortunately, more residents also translates into more traffic and more parking demand. Staff have observed a disproportionately high number of vehicles parked on the street next to some of the larger ASH units that have been constructed.

This potentially makes ASH units less compatible with the neighborhoods in which they are located. It was originally believed that since ASH units would be occupied by only one or two seniors, both traffic generation and parking demand would be very low and therefore, even allowing four units on a single residential lot would not negatively impact neighboring residential properties. However, because larger units with more bedrooms create a natural incentive to rent to more tenants, allowing larger units could result in a greater negative impact on surrounding residential properties.

In addition to the proposal to limit ASH units to 900 square feet and two bedrooms, Staff also propose to add language clarifying that utilities (excluding telephone) must be included in the calculation of maximum rent and that the combined income of residents, for purposes of determining eligibility, include the combined income of all residents. These provisions are already a part of the existing law, but may not be commonly known among current and prospective owners of ASH units.

Lastly, Staff have proposed modifications to the exterior finish requirements for ASH units. The proposed amendments to the ASH zone are shown below:

F. Occupancy Requirements.

1. Age and Income Requirement. Affordable senior housing units may be occupied only by elderly persons who are sixty (60) years of age or older and whose combined income (the income of all persons who occupy the unit) is at or below eighty percent (80%) of the median income for the Provo-Orem Metropolitan Statistical Area as published by the United States Department of Housing and Urban Development.

2. Maximum Rent. The rent charged for affordable senior housing units may not exceed

the standards and limits set forth in the current Department of Housing and Urban Development (HUD) published Fair Market Rents (FMR) for Utah County. Pursuant to these standards, rent includes the cost of utilities (except telephone). For purposes of determining the maximum allowable rent, no unit shall be considered to have more than two bedrooms.

The overall goal of the ASH overlay zone is to provide affordable housing to those that may not have ability otherwise to afford a place to live. The second change pertains to limiting the number of bedrooms, having a maximum square footage and the elimination of an optional basement. These changes should reduce overall construction costs for future ASH projects. This should provide an incentive to construct an ASH development that meets our goal of providing affordable senior housing units and not simply building market rate housing for seniors.

O. Development Standards and Requirements.

3. **Square Footage.** The minimum square footage per dwelling unit shall be five hundred (500) square feet. The maximum square footage per dwelling unit shall be nine hundred (900) square feet.

34. **Number of Bedrooms.** The maximum number of bedrooms is two (2) per unit.

45. **Floors Above Grade.** The maximum number of floors above grade shall be one (1). Basements shall not be allowed.

The last change does not deal directly with the ability to keep rent and occupancy at affordable levels. However, the proposed amendments help reduce the visual impact the development may have on adjacent residential uses.

The current architectural standard requires certain materials but does not specify the percentage. The final change will require each elevation to have a minimum percentage of materials. Other materials used may be stucco or cement fiber board siding or combination of these materials. This increases the architectural standard of this type of project located adjacent to existing residential uses.

~~1314.~~ **Exterior Finishing Materials.** The finish materials of all exterior walls shall consist of a minimum of 40% brick or stone. Up to 40% of the exterior finishing materials may also consist of brick, stone cement fiber board siding (Hardiboard), or stucco, or a combination thereof. Board, batten or shake material accents are permitted. Wood and vinyl siding is prohibited except for trim or soffits. The exterior finish of each exterior wall shall be substantially similar. Metal or vinyl soffits and trims are permitted and do not count in the percentages required.

The Planning Commission reviewed the request and recommended the City Council consider allowing three (3) bedrooms per unit, up to 1,200 square feet per dwelling unit, add vinyl siding as a building material and reduce the building material of brick and stone from 40 percent to 20 percent.

The ASH overlay zone was never intended to provide market rate housing. This is a special exception to allow up to a four plex in a single family neighborhood. This should not be used as a tool to develop a four plex based on market forces. This is a unique exception and should be limited in scope with the City setting the standards and not relying on the market to dictate what type of four plex a developer should build to maximize market

demands.

This is a very small segment of citizens and this type of development should be used as a means to build an affordable four plex to accommodate this unique segment of citizens and not be the means to allow a basic four plex in neighborhoods when a basic four plex not currently permitted.

Allowing 1,200 square foot units with three bedrooms as recommended by the Planning Commission would not reduce or help mitigate the issues we are currently experiencing.

RECOMMENDATION:

The Planning Commission recommends the City Council to amend Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone with the recommendation that the City Council allow three (3) bedrooms per unit, up to 1,200 square feet per dwelling unit, add vinyl siding as a building material and reduce the building material of brick and stone from 40 percent to 20 percent. However, the Planning staff recommends the City Council approve the proposed amendments without modifications.

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ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING SECTION 22-12-7 OF THE OREM CITY CODE PERTAINING TO DEVELOPMENT STANDARDS OF THE AFFORDABLE SENIOR HOUSING OVERLAY ZONE

WHEREAS on February 29, 2016, Development Services filed an application with the City of Orem requesting the City amend Section 22-12-7 of the Orem City Code pertaining to development standards of the Affordable Senior Housing (ASH) overlay zone; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on August 17, 2016, and the Planning Commission recommended approval of the request with a recommendation that the City Council consider allowing three (3) bedrooms per unit, up to 1,200 square feet per dwelling unit, add vinyl siding as a permissible exterior finish material and reduce the percentage of brick and stone required as exterior finish materials from 40 percent to 20 percent; and

WHEREAS a public hearing considering the subject application was held by the City Council on September 13, 2016; and

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

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

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

1. The City Council finds this request is in the best interest of the City because it will encourage the development of residential units that are affordable for low income seniors.
2. The City Council hereby amends Section 22-12-7 of the Orem City Code pertaining to development standards of the ASH overlay zone as shown in Exhibit "A" which is attached hereto and incorporated herein by reference.
3. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
4. All other ordinances or policies in conflict herewith, either in whole or part, are hereby repealed.

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

PASSED, APPROVED and ORDERED PUBLISHED this 13th day of September 2016.

Richard F. Brunst, Jr., Mayor

ATTEST:

Donna R. Weaver, City Recorder

COUNCIL MEMBERS VOTING "AYE"

COUNCIL MEMBERS VOTING "NAY"

EXHIBIT A

22-12-7. Affordable Senior Housing (ASH) Overlay Zone

Property located in the Affordable Senior Housing (ASH) overlay zone may be developed in accordance with either the ASH zone or the underlying zone. However, if a property is developed in accordance with the ASH zone, the development must comply with all of the requirements of the ASH zone.

A. **Purpose.** The purpose of the ASH zone is to accommodate and encourage the development of affordable senior housing. The purpose of the ASH zone is accomplished by:

1. Allowing densities higher than typical residential developments;
2. Establishing minimum standards for landscaping, building and site design, public safety, lighting, and other similar site improvements; and
3. Requiring standards that enable affordable senior housing to fit into the surrounding neighborhood.

B. **Definitions.** For purposes of this section, the following terms are defined as follows:

Affordable Senior Housing is defined as housing designed and used exclusively for elderly persons whose income is at or below eighty percent (80%) of the median income for the Provo-Orem Metropolitan Statistical Area as published by the United States Department of Housing and Urban Development (HUD). Affordable senior housing is further defined as housing for which the rent does not exceed the standards and limits set forth in 24 CFR 800 through 899 as those sections may be amended.

Elderly Person is defined as a person who is 60 years old or older.

C. **Location.** The ASH zone shall be permitted as an overlay zone on any residentially (R-) zoned parcel identified in the zoning map of the City of Orem.

D. **Permitted Uses.** Affordable senior housing dwelling units shall be permitted in the ASH zone. Accessory structures associated with affordable senior housing shall also be permitted in the ASH zone.

E. **Prohibited Uses.** No use other than affordable senior housing is permitted in the ASH zone.

F. **Occupancy Requirements.**

1. **Age and Income Requirement.** Affordable senior housing units may be occupied only by elderly persons who are sixty (60) years of age or older and whose combined income (the income of all persons who occupy the unit) is at or below eighty percent (80%) of the median income for the Provo-Orem Metropolitan Statistical Area as published by the United States Department of Housing and Urban Development.

2. **Maximum Rent.** The rent charged for affordable senior housing units may not exceed the standards and limits set forth in the current Department of Housing and Urban Development (HUD) published Fair Market Rents (FMR) for Utah County. Pursuant to these standards, rent includes the cost of utilities (except telephone). For purposes of determining the maximum allowable rent, no unit shall be considered to have more than two bedrooms.

G. **All Units in Same Building to Have Common Owner.** All affordable senior housing units in a building must be owned by the same owner. Affordable senior housing units in a building containing more than one unit may not be developed as or converted to condominiums and may not be sold separately from the other units in the building.

H. **Lot size.** The minimum lot size in the ASH zone shall be the same as the minimum lot size required in the underlying zone. An affordable senior housing development may only be developed on a parcel that is no greater than 0.50 acres in size. A parcel existing as of October 9, 2012 may not be subdivided to create more than one parcel on which an affordable senior housing development is located. The intent of this provision is to encourage the dispersal of affordable senior housing developments throughout the ASH zone. Subdivision plat amendments may be required as part of the approval process.

I. **Site Plan and Final Plat.** The Owner/Developer of property located in the ASH zone shall submit an application for site plan approval for any project within the ASH zone. The application shall not be considered submitted until all requirements of the site plan are completed and accepted by the City.

1. The application for the site plan shall include all necessary fees and documentation required by this ordinance. The site plan shall be reviewed by the Development Review Committee. The final approving authority for all ASH zone site plans shall be the Planning Commission.

2. Any final plat for the ASH zone shall be prepared by a surveyor and engineer and shall be submitted to the City together with the required fee.

3. The City Engineer is the final approving authority for final plats and shall approve the application request if it meets the requirements of the site plan and all applicable City ordinances. The final plat shall not be approved until the site plan has been approved by the Planning Commission.

4. Failure to submit a final plat within one (1) year of the date of approval of the site plan shall terminate all proceedings and render approval of the site plan null and void. The final plat shall expire and be void one (1) year after approval by the City Engineer, unless the final plat has been recorded in the Office of the Utah County Recorder.

5. The location of the ASH zone is designated in Appendix Z of the Orem City Code. At the time of site plan approval, the official zoning map of Orem City shall be changed to show the location of the overlay zone for that specific affordable senior housing development.

J. Site Plan Submittal. The site plan shall be submitted to the Department of Development Services. The applicant shall pay a fee at the time the site plan is submitted in an amount established by Resolution of the City Council. No development, construction, revisions, or additions shall take place on the site until the site plan has been approved by the Planning Commission, the final plat has been recorded (if needed), the necessary bonds have been posted, and the appropriate permits have been obtained. Amended site plans shall follow the same procedure, pay the same fees, and contain the same development standards and requirements as a site plan.

K. Contents of Site Plan. The site plan shall be a document consisting of one or more pages of maps and drawings drawn to scale. The Owner/Developer shall submit drawing and documents as required by Article 22-14-20 of the Code.

L. Building Permits. No building permit shall be issued for any project for which a site plan or amended site plan is required, until the site plan or amended site plan has been approved by the appropriate authority.

M. Completion of Improvements. All public improvements shown on an approved site plan or amended site plan shall be completed within one year of the date of approval or recording of the final plat, whichever is later, or at such earlier time as the approving body may designate. If the improvements are not completed within the time specified, the City shall have the option of taking action on the bond to complete the improvements, or of voiding the approval. An applicant may request an extension for the completion of improvements of up to one (1) year from the Planning Commission. An extension of one year may be granted only if the applicant demonstrates good cause for not completing the improvements and demonstrates the present ability to complete the improvements.(Ord. No. O-2012-0027, Enacted, 10/09/2012)

N. Completion and Maintenance of Site. Every site developed pursuant to this Article shall conform to the approved site plan or amended site plan. No structures or improvements may be added to the site that is not included on the approved site plan. All improvements shown on the approved site plan shall be maintained in a neat and attractive manner. Failure to complete or maintain the site in accordance with this Chapter and with the approved site plan shall be a violation of the terms of this Chapter. The City may initiate criminal and/or civil legal proceedings against any person, firm or corporation, whether acting as principal, agent, property owner, lessee, tenant, employee or otherwise, for failure to complete or maintain the site in accordance with this Chapter and with the approved site plan.(Ord. No. O-2012-0027, Enacted, 10/09/2012)

O. Development Standards and Requirements. The following development standards and requirements apply to all affordable senior housing developments in the ASH zone.

1. **Density.** The maximum density allowed shall be four (4) dwelling units per lot and the minimum density shall be two (2) dwelling units per lot.

2. **Attached Units.** All units on a parcel must be attached in a single building.

3. **Square Footage.** The minimum square footage per dwelling unit shall be five hundred (500) square feet. The maximum square footage per dwelling unit shall be nine hundred (900) square feet.

~~3-4.~~ **Number of Bedrooms.** The maximum number of bedrooms is two (2) per unit.

~~4-5.~~ **Floors Above Grade.** The maximum number of floors above grade shall be one (1). Basements shall not be allowed.

~~5-6.~~ **Setbacks.** All dwelling units shall be set back a minimum of twenty (20) feet from any public right-of-way and the back of sidewalk. The interior side setback shall be ten (10) feet and the rear setback shall be twenty (20) feet. All parking spaces, drives, and carports shall be set back a minimum of twenty (20) feet from any public right-of-way. All setbacks adjacent to dedicated streets shall be landscaped with lawns, trees, and shrubs.

~~6-7.~~ **New Construction.** An affordable senior housing development must be new construction. An existing building or structure that was not originally approved as affordable senior housing may not be converted to affordable senior housing under this section.

~~7-8.~~ **Utilities.** All dwelling units shall be served by the public sewer system and public water supply. All utilities shall be placed underground. No water or sewer lines shall be placed under covered parking areas.

~~8-9.~~ **Landscaping.** A landscaping plan shall be submitted to the City for approval as a part of the site plan. All landscaping requirements shall be completed within ninety (90) days of issuance of certificate of occupancy. In the event that the building is completed between October 15 and March 15, completion of the landscaping may be delayed until the next June 15 following said March 15 date.

a. All land within the ASH development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped with trees, shrubs, lawn, or vegetative ground cover and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

b. For every dwelling unit there shall be required on the site at least one (1) deciduous tree at least two inches (2") in caliper measured six inches (6") above ground level, one (1) evergreen tree at least five (5) gallons in size, and sixteen (16) evergreen type shrubs at least five (5) gallons in size. Existing trees or shrubs shall not count towards the minimum required number.

~~9-10.~~ **Lighting Plan.** All ASH developments shall include a lighting plan. The lighting plan shall be designed to:

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- a. discourage crime;
- b. enhance the safety of the residents and guests of the ASH development;
- c. prevent glare onto adjacent properties; and
- d. enhance the appearance and design of the project.

10.11. Parking. Each dwelling unit shall be provided no less than one and one-half (1.5) parking stalls. One (1) covered stall shall be required for each unit. All parking spaces shall measure at least nine (9) feet by eighteen (18) feet. All parking spaces, parking areas, and driveways shall be paved with asphalt and/or concrete and shall be properly drained. Drainage shall not be channeled or caused to flow across pedestrian walk ways.

11.12. Off-site Improvements. Off-site curb, gutter and sidewalk along street rights-of-way bordering the site may be required by the City when safety or surface water drainage is impaired as a result of a proposed ASH development.

12.13. Irrigation Ditches. Irrigation ditches within the development or along street rights-of-way adjacent to the development shall be piped.

13.14. Exterior Finishing Materials. The finish materials of all exterior walls shall consist of a minimum of 40% brick or stone. Up to 40% of the exterior finishing materials may also consist of ~~brick, stone~~ cement fiber board siding (Hardiboard), or stucco, or a combination thereof. Board, batten or shake material accents are permitted. Wood and vinyl siding is prohibited except for trim or soffits. The exterior finish of each exterior wall shall be substantially similar. Metal or vinyl soffits and trims are permitted and do not count in the percentages required above.

14.15. Door Orientation. The front door for each unit in a building shall be located on a different elevation of the building and shall not face in the same direction as any other front door.

15.16. Storm Water Runoff Plan. All developments in the ASH zone shall have a storm water runoff plan designed to accommodate a 25 year storm. Any on-site detention ponds may be considered in and part of required landscaped areas. All surface water runoff shall be detained on site.

16.17. Accessory Apartments. Accessory apartments are not permitted within the ASH zone.

P. Annual Report. The owner of an affordable housing development other than the Utah County Housing Authority must submit to the City a report on or before January 15 of each year that provides detailed information verifying that the residents meet the age and income requirements of this ordinance and that the rent charged for each unit complies with the requirements of this ordinance. The owner shall certify under oath that the owner has complied with these requirements at all times during the previous year and that the owner is currently in compliance with such requirements. The City may, at the City's discretion, require the owner to provide additional information, including but not limited to receipts, statements, rental agreements and resident tax returns that demonstrate to the City's satisfaction that the owner has complied with these requirements.

Q. Violations. Any person who violates the occupancy requirements contained in subsection 22-12-7(F) or any other provision of this section 22-12-7 shall be guilty of a Class B misdemeanor.

R. Standards of Underlying Zone Apply Where Not Modified. Except as otherwise modified in this section 22-12-7, the provisions and standards of the underlying zone shall apply in the Affordable Senior Housing zone.

PLANNING COMMISSION MINUTES – AUGUST 17, 2016

AGENDA ITEM 3.2 is a request by Development Services to **AMEND SECTION 22-12-7 OF THE OREM CITY CODE PERTAINING TO DEVELOPMENT STANDARDS IN THE AFFORDABLE SENIOR HOUSING (ASH) OVERLAY ZONE.**

Staff Presentation: Mr. Stroud said the purpose of the ASH overlay zone is to “...*accommodate and encourage the development affordable senior housing.*” Since the ASH overlay zone was enacted in 2012, two developments have been constructed with a total of twelve units while another has been approved with four units but has not been issued a building permit. Another four units are in the development stage with site plan approval yet to be granted.

Staff has reviewed the Code and identified several changes that can be made to more effectively permit affordable units. Some of these changes came to the attention of staff because of units that have already been constructed or units under current review.

The occupancy of most dwelling units in the City is limited to one family or up to three individuals. The first change clarifies the income requirement is based on all legal residents of the dwelling. Rent will also be required to include utilities with the exception of telephone.

F. Occupancy Requirements. Age and Income Requirement.

1. **Age and Income Requirement.** Affordable senior housing units may be occupied only by elderly persons who are sixty (60) years of age or older and whose combined income (the income of all persons who occupy the unit) is at or below eighty percent (80%) of the median income for the Provo-Orem Metropolitan Statistical Area as published by the United States Department of Housing and Urban Development.

2. **Maximum Rent.** The rent charged for affordable senior housing units may not exceed the standards and limits set forth in the current Department of Housing and Urban Development (HUD) published Fair Market Rents (FMR) for Utah County. Pursuant to these standards, rent includes the cost of utilities (except telephone). For purposes of determining the maximum allowable rent, no unit shall be considered to have more than two bedrooms.

The goal of the ASH zone is to provide affordable housing to those that may not have ability otherwise to afford a place to live. By limiting the number of bedrooms, having a maximum square footage and the elimination of an optional basement, construction costs should be reduced. This should provide an incentive to construct an ASH development.

O. Development Standards and Requirements.

3. **Square Footage.** The minimum square footage per dwelling unit shall be five hundred (500) square feet. The maximum square footage per dwelling unit shall be nine hundred (900) square feet.

34. Number of Bedrooms. The maximum number of bedrooms is two (2) per unit.

4. **Floors Above Grade.** The maximum number of floors above grade shall be one (1). Basements shall not be allowed.

The last change does not deal directly with the ability to keep rent and occupancy at affordable levels. They do, however, help reduce the impact the development may have on adjacent residential uses.

The current architectural standard requires certain materials but does not specify the percentage. The final change will require each elevation to have a minimum percentage of materials. The remaining may be stucco or cement fiber board siding or combination of these materials. This increases the architectural standard of this type of project located to residential uses.

4314. Exterior Finishing Materials. The finish materials of all exterior walls shall consist of a minimum of 40% brick or stone. Up to 40% of the exterior finishing materials may also consist of brick, stone, cement fiber board siding (Hardiboard), or stucco, or a combination thereof. Board, batten or shake material accents are permitted. Wood and vinyl siding is prohibited except for trim or soffits. The exterior finish of each exterior wall shall be substantially similar. Metal or vinyl soffits and trims are permitted and do not count in the percentages required

Recommendation: The Development Review Committee recommends the Planning Commission forward a positive recommendation to the City Council to amend Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone.

Vice Chair Walker asked if the Planning Commission had any questions for Mr. Stroud.

Vice Chair Walker said his understanding is this brings the ordinance in-line with federal standards. Mr. Stroud said the fair market rent is outlined in HUD standards.

Ms. Jeffreys asked if units refer to buildings or individual apartments. Mr. Stroud said it is apartments. He noted that there are two developments, one has eight units and there are four on 400 South.

Mr. Earl said the ordinance is currently in-line with federal standards, but a lot of these changes are meant to alert potential developers of the requirements that they will need to operate under and clarify the language. One change is the income needs to be combined income, not just one person's income. Staff wants to make sure that developers understand what is going to be required to comply with the ordinance.

Mr. Iglesias said he thinks 900 square feet is too small. Mr. Stroud said they looked at different units that have been approved. There is one that is 1700 square feet, which is around 800 square feet per floor and has two bedrooms. Mr. Earl said a few months ago staff conducted an audit of one of these developments. They found quite a few violations. One of the problems they came across was the rent was too high and the owners are trying to put too many people in the units. The problem is that it was built so large they needed higher rents to get a return on the investment. These are designed to be affordable units and that is accomplished through the number of bedrooms and square feet. By making them smaller it makes them more affordable and less likely that owners will try to cheat. Since these are going in residential neighborhoods, this will help limit the impact on traffic in the neighborhood.

Mr. Iglesias said it feels too boxed in and there is too much control. Mr. Stroud said this is designed to fit a small segment of the population; most people will not fit in this category.

Vice Chair Walker said this is a catchall for those who cannot afford things on the open market. If the tenant only gets \$800 from the federal government to rent it out they will be limited in what they can pay. A developer will be limited in what he can charge, but if he builds it too big he will lose out.

Ms. Jeffreys asked what the city does when the guidelines are not followed. Mr. Earl said up to this point the staff is trying to do voluntary compliance. The audits have relied on figures the owner has provided. Staff is trying to build in as many controls as possible to discourage cheating from occurring in the future. This applies to a specific niche of the population. If someone wants more space there are plenty of options out there. Staff is trying to create units that become affordable for low income individuals.

Ms. Jeffreys agreed with the restriction on the basement, because stairs are not popular for the elderly. When they toured the facilities she wondered about the need for storage space.

Vice Chair Walker asked if the big change was to include the utilities. Mr. Earl said that is to put developers on notice. Under the existing guidelines that needs to be factored into the rent. Vice Chair Walker said that may be a change for the renters. Mr. Earl said in the past when the City said they must follow federal guidelines; developers were not looking up the guidelines. There are a lot of apartments out there and it is pretty common for a two bedroom apartment to be between 850-920 square feet and most of them do not have additional storage available to tenants. It is working well for most apartments in the City.

Ms. Buxton said the restrictions on the exterior finishing materials are unnecessarily restrictive. Her home has vinyl siding and stone; the stone is not 40% stone. If the City is requiring less square footage, the exterior finishing materials should be more economical. She was okay with taking out wood, but suggested keeping vinyl siding. She would reduce the required percentages of brick and stone. Vice Chair Walker added the idea is to make the design fit the neighborhoods. Mr. Stroud said four units are being constructed instead of one and it will have an impact on the neighborhood. It is beneficial to give these buildings a higher architectural style. Ms. Buxton added that 40% brick

and stone is a lot. Mr. Stroud asked if there is a percentage she is comfortable with. Ms. Buxton suggested 20-25%. Mr. Cook said there are four sides to the building and each side has one entrance, which is four fronts.

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

Derek Whetten, Vineyard, said he is a real estate agent. He has been aware of the ASH code and thinks it is a wonderful opportunity and desperately needed. The demographic shift shows there is more and more need for senior housing and affordable senior housing. His issue with today's application is the two bedrooms and 900 square feet limitation, which is a change not a clarification. After extensive market research he thinks the market will support \$900 per month, which shares the utilities. The total cost to the tenant is still well below the 30% rent income guidelines. The standards that are being followed clearly allow for more than two bedroom rents, there is room for at least three bedrooms. There is a need for three bedroom tenants. There are people who can afford the three bedroom price and still fit within the 80% income limits. His personal experience is the City needs to do a better job of educating developers as they come in. The two that have developed do not understand the details of the code. That may be the developers fault, but the City could do better. He supports letting the market decide if there is a need for affordable housing with three bedrooms.

Vice Chair Walker asked Mr. Whetten what happens with the third bedroom, is it storage or up to six seniors. Mr. Whetten said he sees a couple living there. He says a lot of people want a craft/computer and/or storage. There are a lot of senior couples that sleep in separate bedrooms. The third bedroom can be an extension of the living room. The first bedroom is bigger and will allow a queen/king size bed; with the other bedrooms being much smaller. They could not fit anything larger than a twin bed; he designs them to be used for computer/craft uses. His goal is to have flexibility and the 2nd & 3rd bedroom will give that to him. His project is not viable at \$788, but with the third bedroom he can charge \$900 per month.

Vice Chair Walker asked if \$900 per month with utilities included will be viable for a developer. Mr. Whetten said he is a multi-tenant owner and prefers to have the tenants pay their own gas and power because they conserve better. Vice Chair Walker asked if federal guidelines allow the tenants to pay the utilities. Mr. Earl said federal guidelines say that utilities must be included in the rent. It can be structured in a way to allow the tenants to pay some. Mr. Whetten said his understanding that the utilities could be averaged in.

Mr. Iglesias said his in laws live in his basement and they sleep in separate rooms. One has cancer and that contributes to the separate room situation. When it comes to utilities, the television is running all the time, which causes the utilities to go higher. Mr. Iglesias said that education is important. He does not want to limit the square footage or extra bedroom.

Ms. Jeffreys asked Mr. Whetten what square footage he favored per unit. Mr. Whetten said it depends on what will be attractive to the market. His projects will have good tenants and he will be able to make money on the project. Vice Chair Walker asked if Mr. Whetten was against putting the 900 square feet in the code. Mr. Whetten said he would prefer to let the market or developer decide. Vice Chair Walker asked if there should be some kind of limit imposed. Mr. Whetten said some of the current ones are too large and the basements on those do not make any sense. His opinion is that someone who has money to invest in something like this should be allowed to design his project. He noted the owners are supposed to submit an annual report on their rents, etc. It would be nice if staff could aggregate the data and when a developer comes in show the data to developers. The developer will then be aware of how many rooms are feasible against the current data. Vice Chair Walker reiterated there has to be some kind of limitation. Mr. Whetten said the income and rent guidelines are the limitation.

Mr. Iglesias suggested compromising on the number of bedrooms to be three and have 1200 square feet. Ms. Jeffreys asked if one of the reasons for limiting the bedrooms was limiting the rental price. Mr. Stroud said the bedrooms were causing the owners to bring in more people to cover rent. The more bedrooms there are the more likely there will be more occupants. The purpose of the ASH is to provide basic housing for 1-2 occupants with low income.

Ms. Buxton asked if the problem is enforcement. Mr. Stroud said that is part of the problem. There have been complaints on the first two that are built. Mr. Earl said anything dealing with occupancy is very difficult to enforce,

like accessory apartments are. The process is very labor intensive. In a perfect world the City could do more, but staff has a lot on their plate. This is designed to help the developments regulate themselves. He said there is room for some compromise. He suggested maybe three bedrooms, but cap it at 1000 square feet. Mr. Bench said it comes down to enforcement. There are only two projects that are completed and there are already issues. The more that can be built into the ordinance means that when there are more projects staff will not have to regulate them. Ms. Buxton said the owner's do have to file reports. Mr. Bench said one tenant filed the report and there were clear violations. He noted this is a City ordinance that uses Federal standards.

Bruce Dickerson Mapleton, said he has been developing for 39 years in Orem. He noted that economics will restrict a developer every time. If people want to violate the imposed restrictions, they will. His units are less than 800 square feet and he is selling to all ages. He noted there are 100's of apartments in the city and a couple are causing problems. He is in favor of the marketplace taking care of development. Mr. Earl said if there are developers that are conscientious, responsible, learn the guidelines and follow them there is not a problem. The concerns are with developers who do not look at the requirements and study it out and then make bad decisions when they put forward a project. When this happens they unfortunately realize this after it is built and then cheat to sustain the project. Staff wants to build in regulations that are self-regulating.

Ms. Jeffreys said this ordinance was designed to help people that are low income. There needs to be guidelines or it is being opened up to just anyone. Mr. Iglesias said the regulations need to be identified. He suggested again increasing the square footage and adding the additional bedroom.

Mr. Dickerson said his home is wood and that is popular today. He does not see a reason for not allowing it. He suggested the City not overregulate. Vice Chair Walker said that it is important that these units match with the neighborhoods. Mr. Dickerson asked when an ASH comes before the Planning Commission can it submit its elevations and materials for Planning Commission approval. Ms. Buxton said that Mr. Dickerson is saying try to keep it flexible because every neighborhood is different. If someone were to build a single family home no one would regulate the material. Mr. Stroud said there are not architectural requirements on commercial. When there are Special Exceptions for multifamily dwellings, there are standards for building these four-plexes.

Mr. Whetten said ASH developments are allowed in older neighborhoods which have brick, stone and siding. He thinks 40% brick or stone all around the building is excessive. Having a nice front to the building is nice, but if the rest of the homes are vinyl siding there should be some flexibility for developers. It drives the costs of the projects and limits the liability of these projects.

Vice Chair Walker closed the public hearing.

The Planning Commission reviewed the different changes to the code. The Planning Commission agreed the income, inclusion of the utilities, and not allowing basements should remain. They discussed the finishing materials, square footage and number of bedrooms.

Vice Chair Walker called for a motion on this item.

Planning Commission Action: Mr. Moulton said he moved to recommend the City Council amend Section 22-12-7 of the Orem City Code pertaining to development standards in the Affordable Senior Housing (ASH) overlay zone with the following modifications:

1. Allow three bedrooms;
2. Units can be up to 1200 square feet;
3. Add vinyl siding as a building material option; and
4. Limit brick and stone requirement to 20%.

Mr. Iglesias seconded the motion. Those voting aye: Becky Buxton, Carl Cook, Carlos Iglesias, Karen Jeffreys, David Moulton, and Michael Walker. The motion passed unanimously.

CITY OF OREM
CITY COUNCIL MEETING
 September 13, 2016



REQUEST:	RESOLUTION – Authorizing the Mayor to sign the Interlocal Agreement between the City of Orem and the jurisdictions of Utah County, Provo City, Pleasant Grove City, American Fork City, Alpine City, Spanish Fork City, Santaquin City, Lehi City, Springville City, Payson City, Mapleton City, Salem City, Saratoga Springs City, Lindon City, Lone Peak Public Safety District, City of Cedar Hills, Highland City regarding the continued existence of the Utah County Major Crimes Task Force
APPLICANT:	Gary Giles, Chief of Police
FISCAL IMPACT:	The agreement allows the Task Force to receive state and federal grants and forfeiture moneys

NOTICES:

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

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 Chief of Police recommends that the City enter into the Interlocal Agreement between the City of Orem and jurisdictions of Utah County, Provo City, Pleasant Grove City, American Fork City, Alpine City, Spanish Fork City, Santaquin City, Lehi City, Springville City, Payson City, Mapleton City, Salem City, Saratoga Springs City, Lindon City, Lone Peak Public Safety District, City of Cedar Hills, Highland City regarding the continued existence of the Utah County Major Crimes Task Force.

BACKGROUND:

The Utah County Major Crimes Task Force was established by Interlocal agreement in 1997 in order to combat drug and violent crime problems throughout Utah County and in other areas when those crimes affect Utah County. Orem has always played a large part in the Task Force as we manage all of the financial accounts and one of our Police Department Lieutenants holds the position of Task Force Director.

The Interlocal agreement is basically the same as previous agreements that have been signed by the City except that Section 15 requires that the Task Force Director review the agreement annually and permits him to submit updates and receive acknowledgements of updates as necessary. This agreement also extends the expiration date of the agreement from December 2020 to December 2026.

By having the agreement updated and in place, the Task Force is eligible and able to submit for grants as well as receive forfeiture moneys from both the State and Federal government.

The Chief of Police recommends that the City Council pass the resolution.

DRAFT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF OREM AND THE JURISDICTIONS OF UTAH COUNTY, PROVO CITY, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, LONE PEAK PUBLIC SAFETY DISTRICT, CITY OF CEDAR HILLS, HIGHLAND CITY REGARDING THE CONTINUED EXISTENCE OF THE UTAH COUNTY MAJOR CRIMES TASK FORCE

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action with regard to police protection; and

WHEREAS all of the parties to this agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS all of the parties to this agreement share a common interest related to the enforcement of laws regarding the possession, use, manufacture and distribution of narcotics as well as the prevention, investigation, and prosecution of gang-related and other violent crimes; and

WHEREAS the distribution of narcotics throughout the City and Utah County does not know boundaries of jurisdictional lines; and

WHEREAS the cooperative efforts of police officers from multiple jurisdictions increases the effectiveness of the enforcement of criminal laws; and

WHEREAS the participation of the City of Orem in the Utah County Major Crimes Task Force has proven to be very effective in combating narcotic distribution in the City of Orem since its inception in 1997.

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

1. The Mayor is hereby authorized to execute the Interlocal Cooperation Agreement attached hereto as Exhibit A and incorporated herein by reference, for the purpose of continuing to

DRAFT

participate in the multi-jurisdictional task force known as the Utah County Major Crimes Task Force allowing City of Orem police officers to be assigned to the Task Force and allowing Task Force operations within the City.

2. The resolution shall take effect immediately upon passage.

3. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED AND APPROVED this 13th day of **September** 2016.

Richard F. Brunst, Jr., Mayor

ATTEST:

Donna R. Weaver, City Recorder

COUNCIL MEMBERS VOTING "AYE"

COUNCIL MEMBERS VOTING "NAY"

DRAFT

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program
known as the

Utah County Major Crimes Task Force

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Effective Date; Duration.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city

becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a “Task Force operation.”

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member’s chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a “Task Force operation” upon the Task Force Director’s execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers’ home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

Section 3. Purposes.

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

Section 4. Manner of Financing.

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

Section 5. Participation.

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with

policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

Section 6. Seizures and Forfeitures.

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate

distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

Section 7. Addition of Other Members.

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

Section 8. Termination.

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately

lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY

OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

Section 9. Manner of Holding, Acquiring, or Disposing of Property.

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

Section 10. Indemnification.

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

Section 11. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

Section 12. Severability.

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 13. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. Counterparts.

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

Section 15. Agreement Review and Updates

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2016.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY