CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
May 14, 2019

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

2:30 P.M. LIBRARY HALL GROUND BREAKING

3:15 P.M. WORK SESSION - CITY COUNCIL CONFERENCE ROOM

DISCUSSION - CARE Allocation Deliberations (45 min)
The City Council & CARE Commission have heard from all of the applicants. The CARE Commission has formulated a recommendation for the allocation to mini & mid-major grant recipients. The City Council will now have an opportunity to consider that recommendation and deliberate the remainder of the allocation for both arts & recreation.
Presenter: Steven Downs

UPDATE - Geneva Road Area-Wide Plan (45 min)
The Council will receive an update and discuss the plan.
Presenter:Jason Bench and Katie-Rose Imbriano
Imagine Orem Geneva Road Area Wide Plan_2019.05.08.pdf

1. AGENDA REVIEW
The City Council will review the items on the agenda.

2. PREVIEW UPCOMING AGENDA ITEMS
Staff will present to the City Council a preview of upcoming agenda items.

3. CITY COUNCIL REPORTS (BOARDS & COMMISSIONS, NEW BUSINESS, ETC.)
This is an opportunity for members of the City Council to raise issues of information or concern.

Presenter: Sam Lentz

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

4. CALL TO ORDER

5. INVOCATION/INSPIRATIONAL THOUGHT: JENNIFER ASPLUND

6. PLEDGE OF ALLEGIANCE: JOHN ASPLUND

7. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

7.1. UPCOMING EVENTS
For Review
Upcoming Events.pdf

7.2. REPORT - Heritage Advisory Commission
The Heritage Advisory Commission will provide an annual update of the Commission and invite the City Council to attend the City's Memorial Day Program.
Presenter: Kelly Kirkpatrick, Heritage Advisory Commission Chair

7.3. PRESENTATION - Orem Centennial 100 Kind Acts Scholarships
Timpanogos Regional Medical Center is the donor of three $333 scholarships, one per high school in Orem, for a senior student. This is part of Orem's Centennial 100 Kind Acts and goes with May's Kindness theme, which is "Be Kind to Teens". TURN Community Services is partnering with this effort.

The winners are:
- Orem High = Mark Jeffs
- Mountain View High = Eliza Lawyer
- Timpanogos High = Aly Hutchinson

Presenter: Glory Thomas, 100 Kind Acts Committee Spokesperson

8. PERSONAL APPEARANCES – 15 MINUTES
Time has been set aside for the public to express their ideas, concerns, and comments on items not scheduled as public hearings on the Agenda. Those wishing to speak are encouraged to show respect for those who serve the city. Comments should focus on issues concerning the city. Those wishing to speak should have signed in before the beginning of the meeting. (Please limit your comments to 3 minutes or less.)

9. CONSENT ITEMS

9.1. APPROVAL OF MEETING MINUTES
Minutes of City Council Meeting - April 30, 2019
04.30.2019.ccmin DRAFT.docx

9.2. MOTION - Cancel June 11, 2019 City Council Meeting
It is recommended that the June 11, 2019 City Council Meeting be cancelled to accommodate the City's Summerfest activities scheduled that evening.

9.3. RESOLUTION - Authorizing the Orem City Police Department to appropriate personal property to public interest use

The Police Chief recommends that the City Council appropriate unclaimed property as new equipment to be used for the benefit of the public. The OPD has complied with procedural and noticing requirements for this process.
RES--OPD Property Appropriation.docx

10. SCHEDULED ITEMS

10.1. PUBLIC HEARING
RESOLUTION - Receive Public Comment on the Community Development Block Grant (CDBG) Projected Use of Funds for Fiscal Year 2019-2020
The Community Services Manager recommends that the City Council hold the second of two public hearings to receive public comment on the projected uses of the funds for the 2019-2020 Community Development Block Grant and adopt the recommendation of the CDBG Citizen Advisory Commission.
Presenter: Kena Jo Mathews and Ken Ransom, Chairperson of the CDBG Advisory Commission
RES--CDBG 2019-2020 FINAL.DOC

10.2. PUBLIC HEARING
ORDINANCE - Amending Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enacting Appendix VV of the Orem City Code by updating landscaping requirements.
The proposed updates in the code will make the language concise and consistent throughout the code. Also, the updates will reduce vegetation coverage in landscaped areas from 70 percent to 50 percent. Appendix "VV" provides a list of native, drought-tolerant plant species. The intent is to provide residents the option of including xeriscaping or other water-wise landscaping methods on their property if they so choose. The Planning Commission recommends that the City Council accept the proposed amendments.
Presenter: Jason Bench
Agenda-LandscapingRequirements.docx
ORD--Landscaping Requirements.docx
Ordinance-Landscaping_Final Draft_4-8-19_Format.docx
Appendix VV 2.0.docx
Exhibit A.docx

10.3. PUBLIC HEARING
RESOLUTION - Accept Tentative FY 2019-2020 Tentative Budget
It is recommended that, following a public hearing, by resolution, the City Council tentatively adopt

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the Fiscal Year 2019-2020 Tentative Budget. If a property tax increase will be considered, the City Council will direct staff to schedule the final public hearing in August at a date and time to be determined following the procedures outlined in State Code.
Presenter: Richard Manning and Brandon Nelson
RES--Tentative Budget--City--FY 2020.docx

11. CITY MANAGER INFORMATION ITEMS

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

12. ADJOURN TO A MEETING OF THE REDEVELOPMENT AGENCY

OREM REDEVELOPMENT AGENCY - CITY COUNCIL CHAMBERS

13. RDA CONSENT ITEMS

13.1. APPROVAL OF RDA MEETING MINUTES
Minutes of Redevelopment Agency Meeting - June 19, 2018
2018-06-19.RDAmin_DRAFT.pdf

14. RDA SCHEDULED ITEMS

14.1. RESOLUTION - Corral West Properties and Garff Properties-Orem Agreements
The Development Services Director recommends the Redevelopment Agency of the City of Orem approve a Land Exchange and Lease Agreement with Corral West Properties, LLC and a Real Property Sale and Financing Agreement with Garff Properties-Orem, LLC.
Presenter: Ryan Clark
RDA Resolution Authorizing the Mayor to Sign.Golden Corral and Garff Agreements.5.7.2019.docx
Golden Corral Agr..pdf
Garff Agr..pdf
Golden Corral Draft Concept Plan.pdf

14.2. RESOLUTION - Tentatively Adopting the RDA Tentative Budget for the Redevelopment Agency of the City of Orem Fiscal Year 2019-2020.
The Executive Director recommends the RDA Board hold a public hearing then by resolution tentatively adopt the Fiscal Year 2019-2020 Tentative Budget and set a public hearing to adopt the final budget on June 11, 2019 at 6:10 p.m.
Presenter: Brandon Nelson
RES--Tentative Budget--RDA--2020.docx

15. ADJOURN TO A MEETING OF THE SPECIAL SERVICE LIGHTING DISTRICT

OREM SPECIAL SERVICE LIGHTING DISTRICT - CITY COUNCIL CHAMBERS

16. SSLD CONSENT ITEMS

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16.1. APPROVAL OF SSLD MEETING MINUTES

Minutes of Special Service Lighting District Meeting - May 22, 2018

2018-05-22.SSLDmin_DRAFT.pdf

17. SSLD SCHEDULED ITEMS

17.1. RESOLUTION - Tentatively Adopting the Street Lighting Special Service District Tentative Budget for the SSLD Agency of the City of Orem Fiscal Year 2019-2020 Tentative Budget

The Executive Director recommends the SLSD Board hold a public hearing then by resolution tentatively adopt the Fiscal Year 2019-2020 Tentative Budget and set a public hearing to adopt the final budget on June 11, 2019, at 6:20 p.m.

Presenter: Brandon Nelson

RES--Tentative Budget--SSLD--2020.docx

18. ADJOURN

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

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

Agenda Item No:

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Steven Downs
Submitting Department: City Manager' s Office
Item Type: Discussion Item
Agenda Section:

Subject:
DISCUSSION - CARE Allocation Deliberations (45 min)

Suggested Action:
The City Council & CARE Commission have heard from all of the applicants. The CARE Commission has formulated a recommendation for the allocation to mini & mid-major grant recipients. The City Council will now have an opportunity to consider that recommendation and deliberate the remainder of the allocation for both arts & recreation.

Presenter:
Steven Downs

Background:

Potentially Affected Area:
Citywide

Attachments:

Agenda Item No:

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Jason Bench
Submitting Department: Development Services
Item Type: Discussion Item
Agenda Section:

Subject:
UPDATE - Geneva Road Area-Wide Plan (45 min)

Suggested Action:
The Council will receive an update and discuss the plan.

Presenter:
Jason Bench and Katie-Rose Imbriano

Background:
The Geneva Road Area-Wide Plan has been completed. Katie-Rose from BRS (consultant) will review the document with the City Council. The Geneva Road Area-Wide Plan will be approved by the EPA in a separate approval process. The public hearing process to adopt the Geneva Road Area-Wide Plan as part of the Orem General Plan will proceed after this discussion with the City Council. Tentatively, the Planning Commission will consider the general plan amendment on June 5, 2019. The City Council will consider this request on July 16, 2019.

Potentially Affected Area:
Geneva Road Area

Attachments:
Imagine Orem Geneva Road Area Wide Plan_2019.05.08.pdf



IMAGINE

OREM

GENEVA ROAD

ACKNOWLEDGEMENTS

OREM CITY COUNCIL

Richard Brunst, Mayor

Debby Lauret, Council

Sam Lentz, Council

Tom Macdonald, Council

Mark Seastrand, Council

David Spencer, Council

Brent Sumner, Council

OREM CITY PLANNING COMMISSION

Ross Spencer, Chair

Carl Cook

Mickey Cochran

Camille Jensen

Barry Roberts

Mike Staker

David Moulton

PLAN ADVISORY COMMITTEE

City of Orem

City of Vineyard

Economic Development Corporation of Utah

Mountainland Association of Governments

Utah Valley University

Utah County Health Department

Utah Transit Authority

Utah Department of Transportation

Utah Department of Environmental Quality

United States Environmental Protection Agency

OREM CITY STAFF

Emily Guffin, Long Range Planner

J. Kirby Snideman, AICP, Long Range Planner

Jason Bench, AICP, Planning Division Manager

Bill Bell, Development Services Director

Ryan Clark, Economic Development Director

Paul Goodrich, Transportation Engineer

PLANNING CONSULTANTS

BRS, Inc.

WRT

This project has been funded, wholly or in part, by the United States Environmental Protection Agency (EPA). The contents of this document do not necessarily reflect the views and policies of the EPA.

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RIDE TRAX
UTA
CINEMA THEATRES



Executive Summary

1.1 Pan Overview

In 2017, the U.S. Environmental Protection Agency (EPA) selected the City of Orem as a Brownfield Area-Wide Plan (AWP) grant recipient. The AWP program assists communities in responding to local brownfield challenges, particularly where multiple brownfield sites are in close proximity, connected by infrastructure, and limit the economic, environmental and social prosperity of their surroundings, areas such as the Geneva Road corridor. Because of the Geneva Road's rich industrial heritage, many sites in the corridor are considered brownfields.

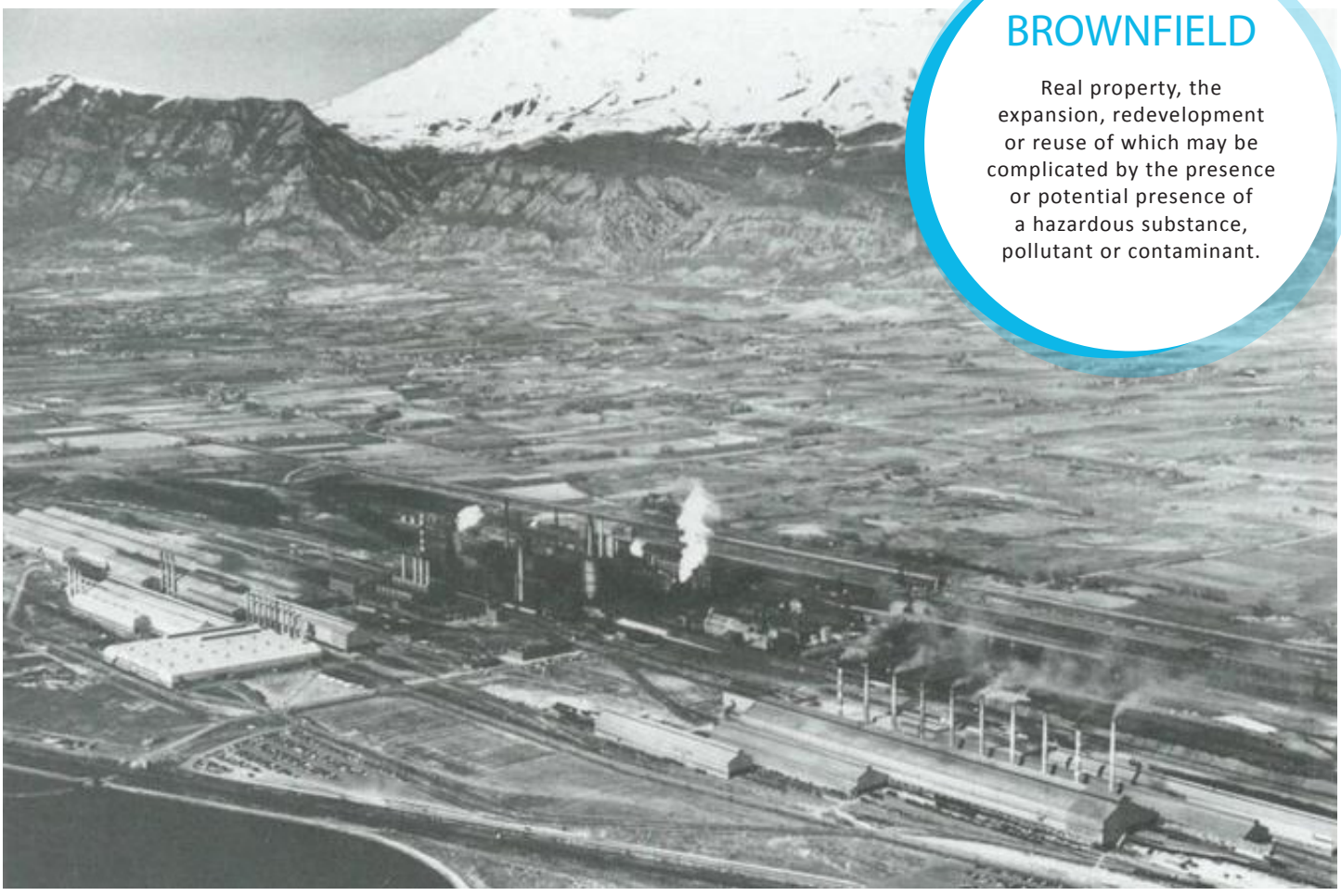
Orem received $200,000 to work with community stakeholders to develop an area-wide plan and implementation strategies for brownfields assessment, cleanup, and reuse in the Geneva Road Corridor.

The Imagine Orem: Geneva Road plan will provide direction for future brownfields area improvements that are:

- Protective of public health and the environment,
- Economically viable, and
- Reflective of the community's vision for the area.

The revitalization of brownfield sites has the potential to create multiple benefits throughout the community, including cultivation of community involvement in redevelopment of underutilized sites, creation of jobs, an increase in property values once a brownfield site is assessed or cleaned up, and correspondingly, a greater contribution of property taxes by revitalized properties.

Figure 1.1: Historic view of Geneva Steel and Geneva Road Area (Photo credit: Utah State Historical Society)



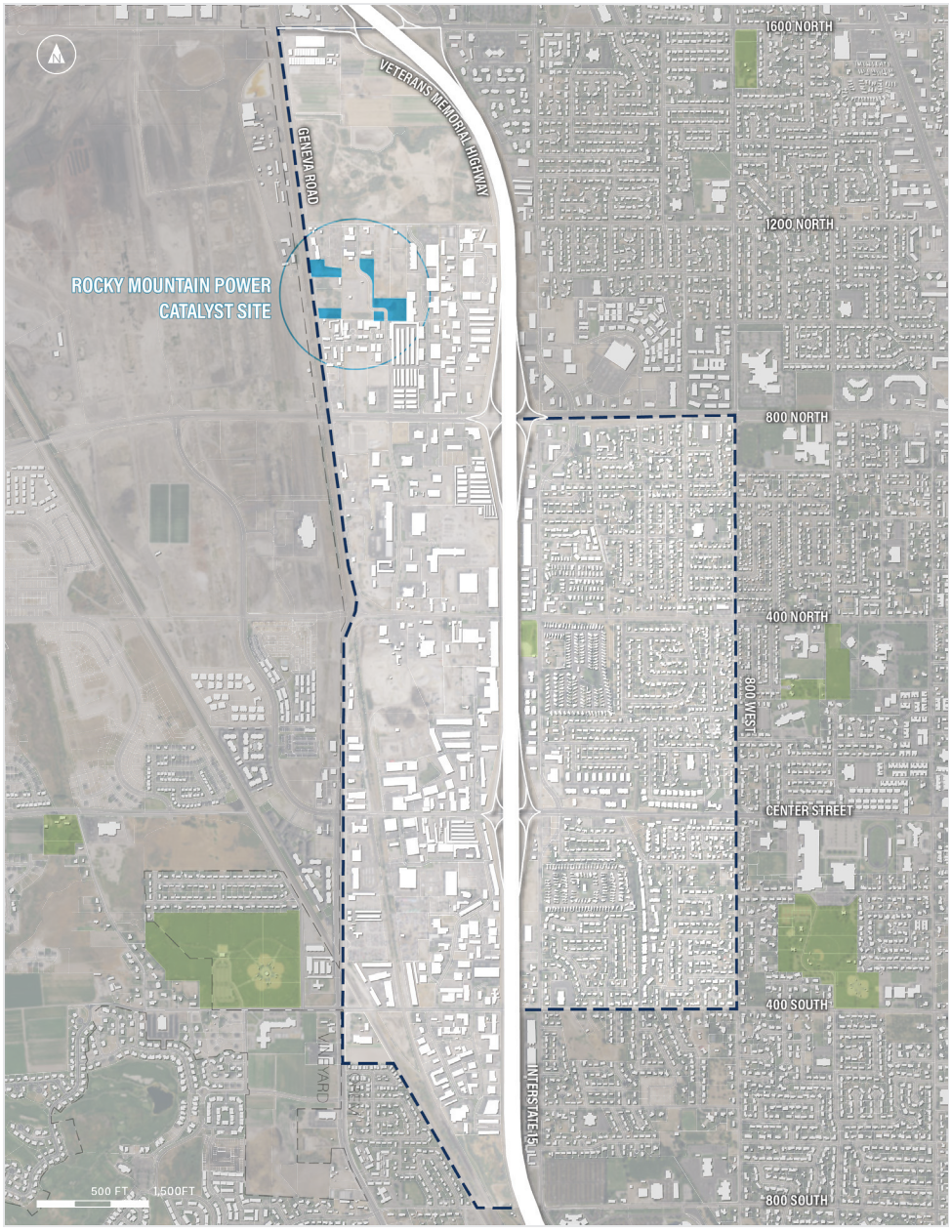
BROWNFIELD

Real property, the expansion, redevelopment or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant.

1.2 Plan Area

The **Imagine Orem: Geneva Road** plan focuses on developing a strategy for addressing brownfields in the Geneva Road corridor. This historic industrial area continues to be an important source of employment and tax revenue for the City; however, it also contains many vacant and blighted brownfield or potential brownfield sites, owing to commercial and industrial uses historically located in the community. Redevelopment of strategic brownfield sites or potential brownfield sites, will catalyze investment throughout the corridor that leads to increased employment opportunities, tax revenues and visual appeal. The planning team also ensured that the redevelopment scenarios proposed for the corridor's brownfield sites are consistent with existing plans for the area, including the Orem General Plan, Neighborhood Plans, the Orem Economic Development Strategic Plan, and the Orem Transportation Master Plan.

Figure 1.2: **Imagine Orem: Geneva Road** plan Area and Rocky Mountain Power site



1.3 Existing Conditions

In order to develop a comprehensive strategy for brownfield redevelopment, the project team conducted research on existing conditions in the Geneva Road area, including a review of existing plans, review of historic land uses, zoning analysis, market study, and inventories of brownfields, infrastructure and businesses. This research was important because it enabled the planning team to identify the issues and opportunities shaping the Geneva Road corridor in order to more effectively plan for the area's future.

Orem's population is projected to increase from a 2010 population of just over 88,000 residents to 123,000 residents by 2060 according to 2010 U.S. Census & Governor's Office of Planning and Budget 2013 projections. In addition, Orem – and the Geneva Road Area particularly – will be impacted by the redevelopment of the City of Vineyard. According to the Central Utah Water Conservancy District, this area is projected to experience tremendous growth with nearby Vineyard projected to house 90,000 residents by 2060.

Orem is bounded to the east by mountains, to the west by Utah Lake, and to the north and south by neighboring communities. Because of this, Orem has nowhere left to grow. Therefore, Orem's future development will depend on strategic infill of the City's existing sites, including under-utilized brownfield sites in the Geneva Road corridor.

Significantly, Geneva Road is the only area of the City that contains industrially-zoned properties. The Utah County industrial market is experiencing continued growth, with historically low vacancy rates and correspondingly high rents. New, high-quality industrial space is not readily available in Utah County.

Further, the Geneva Road Area is located in a thriving market strong on the fundamentals with a highly educated workforce and supportive government policies that can drive redevelopment of brownfields to highly productive industrial, research and varied manufacturing uses. Therefore, the availability of industrially zoned space, underdeveloped and undervalued in an area close to Utah Valley University (UVU) with its entrepreneurial spirit that exists among its students, provides the Geneva Road Area an obvious competitive advantage as land for new development becomes more limited.

However, Orem does not currently have a plan for the industrial uses west of I-15 where future redevelopment could occur, and valuable industrial land is being snatched up for low-quality uses that do not significantly contribute to local employment opportunities, tax revenues or improvements to community aesthetics. Therefore, it is critical to engage in a planning process now to ensure the redevelopment of Geneva Road's valuable industrial properties is reflective of the community's vision for the area and will provide robust community benefits.

1.4 PARTNERS

Implementation of the **Imagine Orem: Geneva Road** planning process was led by the City of Orem with assistance from the planning firms of BRS and WRT, who served as the consultant team for this project.

Together, the planning team hosted two public open houses, conducted site visits, sent out a survey that received over 400 responses, and engaged in robust digital engagement to involve residents, businesses and property owners in the planning process, share information on plan progress and receive feedback on redevelopment scenarios. Input from community stakeholders helped to shape the final redevelopment concepts and recommendations contained in the area-wide plan.

In addition, a plan Steering Committee was convened with representatives of various local and state agencies working in the Geneva Road Area. Key partners represented on the Steering Committee include the Cities of Orem and Vineyard, Utah County, Utah Transit Authority (UTA), Utah Department of Transportation (UDOT), Utah Department of Environmental Quality (UDEQ), US EPA, EDC Utah and the Mountainland Association of Governments (MAG).

1.5 Development scenarios

As part of the Imagine Orem: Geneva Road plan, the City and Consultant team developed a set of redevelopment scenarios for brownfield sites and key intersections in the plan area, known as "districts" to imagine a possible future for this area:Gateway District, Geneva Center District and Geneva Crossing District. Each of these is described to the right.

Residents, business owners, property owners and other stakeholders had the opportunity to compare these scenarios and vote for preferred scenarios as part of public outreach that

occurred throughout summer 2018, and the final redevelopment scenarios reflect this public input.

The **Imagine Orem: Geneva Road** plan identifies actions the City and its partners can take to prepare the sites for the end uses envisioned for the three proposed districts. The Implementation chapter groups these according to the plan goals identified above.

GATEWAY DISTRICT

- Incorporates the 6.7 acre Rocky Mountain Power catalyst site and adjacent properties;
- Envisions mixed light industrial, commercial and retail uses in the northern portion of Geneva Road; and
- Proposes the extension of internal connector roads, including Gateway Street to the South and 1580 West to the East.

GENEVA CROSSING DISTRICT

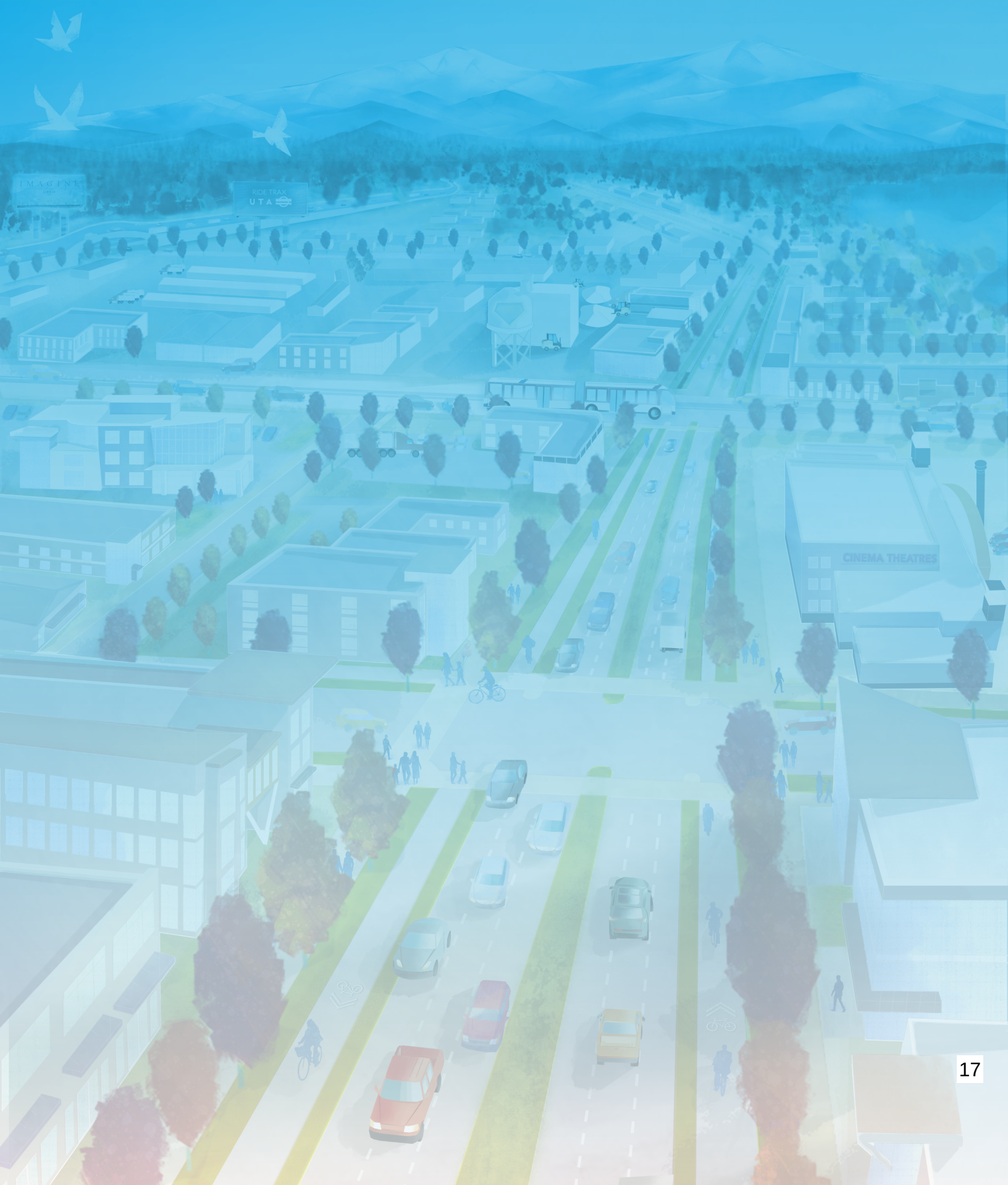
- Incorporates the auto-oriented brownfield sites clustered on the east side of Geneva Road near the intersection with 800 North;
- Proposes light industrial, commercial and retail uses at the Geneva Road 800 N intersection; and
- Proposes the extension of internal connector roads, including 640, 675 and 950 North.

GENEVA CENTER DISTRICT

- Incorporates the mix of industrial wholesale, storage, warehousing and retail uses at the intersection of Geneva Road and Center street;
- Proposes a mix of light industrial, commercial and retail uses with mixed-use commercial and residential permitted at the Center Street intersection; and
- Proposes the extension of 1464 W to serve as an internal circulation road for the district along with several east-west connectors.

Figure 1.3: Aerial view of the districts. From left to right are: Gateway, Geneva Crossing, and Geneva Center. (Photo credit: Google)




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2 Introduction

2.1 Overview

Geneva Road is a predominately industrial corridor on the western border of the city of Orem, Utah. This area has served as an important employment center for Orem and Utah County since the 1940s, as it grew around the Geneva Steel plant (formerly located across Geneva Road in the city of Vineyard). Geneva Steel was constructed by the United States government in 1912 and was purchased by US Steel in 1946. The Geneva Heights, Suncrest, and Orem Park neighborhoods in the eastern part of the plan area were the site of the original housing constructed for Geneva Steel workers during the 1940s and 1950s. However, since 2001, the majority of the former Geneva Steel structures have been demolished and are being redeveloped.

Despite the challenges posed by the closure of Geneva Steel and the resulting loss of jobs, Geneva Road retains significant assets and redevelopment potential. The area has excellent transportation infrastructure, including access to Interstate 15, the Orem Intermodal Center (currently served by UTA FrontRunner commuter rail and UVX Utah Valley Express bus rapit transit line) and two freight rail lines. The area also benefits from its proximity to a highly educated workforce and educational opportunities. Finally, the area has benefited from multiple long-range planning studies over the past ten years, ranging from the City-wide Orem General Plan and Economic Development Strategic Plan, to neighborhood-level plans and redevelopment reports.

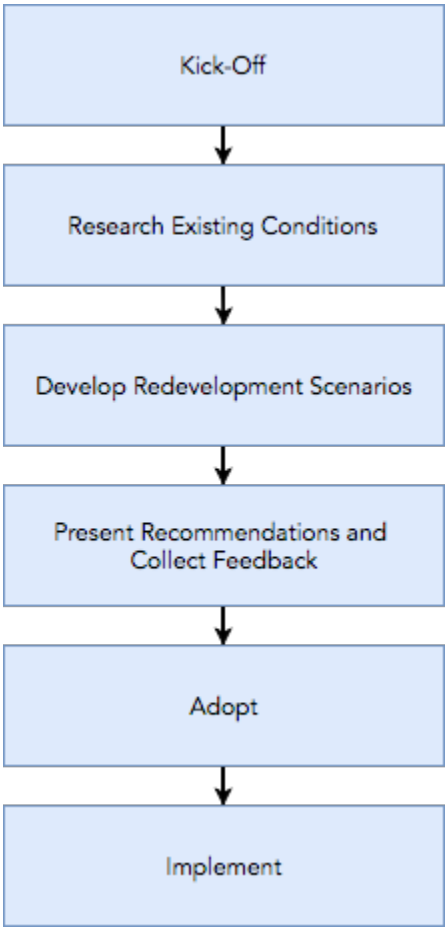
The primary purpose of the **Imagine Orem: Geneva Road** plan is to create a community-driven vision and master plan for the renewal of the Geneva Road area that will improve the health, safety, environmental quality, employment opportunities, transportation options, and business development of the corridor.

The planning consulting firms of BRS and WRT were retained to work with the City of Orem to address the economic opportunities and challenges presented by the redevelopment of potential brownfield sites in the Geneva Road corridor, with the goal of building a strong, informed leadership to assist the community in a discussion of priorities as they relate to the local economy.

PLAN GOALS

- Stimulate economic development
- Facilitate reuse of existing infrastructure
- Protect valuable commercial and industrial properties while preserving green space, recreational property, or other community uses
- Increase sustainable and equitable development opportunities

PLAN TIMELINE



2.2 Brownfield Planning

In 2017, Orem received a $200,000 EPA Brownfield Area-Wide Planning grant to conduct this planning process for the Geneva Road Area and the Rocky Mountain Power "catalyst" site located on North Geneva Road between 800 North and 1200 North.

The EPA Brownfields Area-Wide Planning (AWP) program provides grant funding to local governments and non-profit organizations to support community-driven brownfield planning to identify opportunities where communities can assess, cleanup and reuse brownfields for the benefit of the community, residents, and the local and regional economy.

According to the non-profit Groundwork USA, the brownfields area-wide planning approach enables a community to look broadly at an area containing a concentrated number of brownfield sites. Rather than a site-by-site approach, several brownfields are considered simultaneously in the context of shared infrastructure and synergistic uses to address current and anticipated drivers of success and identify short- and long-term goals and implementation strategies.

The EPA defines brownfields as "real property, the expansion, redevelopment or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant." The cleanup of brownfields sites improves and protects the environment and may result in many benefits for the local community, including:

- Community involvement in the project,
- Job creation, and
- An increase in nearby property values once a brownfield site is assessed or cleaned up.

According to a 2005 report by Envision Utah, investing in the re-use of brownfield sites is an important component of a municipal economic development strategy. Employers may be reluctant to locate their business on a brownfield site because of potential liability, cost of clean-up and the additional time required to conduct clean-up activities. However, because brownfields are often located in desirable, close-in areas, require limited new infrastructure, and provide easy access to transportation and housing, they are a valuable resource to be developed (Flynn, 2005).

Successful redevelopment of the catalyst site and surrounding brownfield properties should build momentum for the redevelopment and improvement of brownfield sites along the entire Geneva Road corridor.

Figure 2.1: Imagine Orem: Geneva Road Plan Boundary



Figure 2.2: Rocky Mountain Power Catalayst Site and Geneva Road with Vineyard in the distance



ROCKY MOUNTAIN POWER

This site located in the proposed Gateway District was identified as the catalyst site.

2.3 Project Area

The **Imagine Orem: Geneva Road** plan area encompasses approximately 1400 acres of land in the northwest corner of Orem, Utah. The area is generally organized north to south along four major thoroughfares – Geneva Road, Interstate 15, 1200 West and 800 West – with numbered streets connecting the plan area east to west.

The plan area is bounded by 1600 North at the North, Interstate 15 and 800 West on the east, 800 South at the South and the City of Vineyard at the West. The plan area east of I-15 is predominately residential with some commercial uses, while the area west of I-15 is predominately industrial. The residential neighborhoods are identified north to south as Timpview, Geneva Heights, Orem Park and Suncrest.

The plan area takes its name from Geneva Road, a central transportation corridor running parallel to I-15 which connects Orem with the cities of Lindon and Provo and serves as Orem's western boundary with Vineyard. Geneva Road and the Geneva Road area was named for the Geneva Resort, which operated on nearby Utah Lake at the beginning of the 20th century.

2.4 Community Profile

The Geneva Road area includes the commercial and industrial area known locally as "the Wedge" and three residential neighborhoods, Geneva Heights, Suncrest, and Orem Park, that lie to the east of this industrial area on the other side of I-15. These neighborhoods were originally created for the Geneva Steel Plant workers in the 1940s and 1950s, which was located on the site of present-day Vineyard, Utah.

Today, these neighborhoods are impacted by all the negative effects that a major interstate highway and industrial corridor can produce, compounded by uses past and present and the decline of industrial employment associated with the closure of the Geneva Steel plant. These are among the oldest neighborhoods in Orem, with key economic indicators (unemployment levels,

median home values, and percent of households receiving food stamps) showing economic challenges compared to the rest of Orem, Utah County, and the State of Utah. According to the USDA, these neighborhoods are currently in low income and low access areas, with the nearest grocery store more than one-half (½) mile away.

The Alpine School District, the primary school district in northern Utah County, has two Title I schools within one-mile of the Geneva Road area (GRA). Title I schools are those which utilize federal funding to improve academic achievement to disadvantaged students who may be affected by concentrations of poverty or environmental challenges.

The neighborhoods of the Geneva Road plan have high levels of households with single mothers, children under 18 years old, and adults over 65 years old - populations which are sensitive receptors to environmental contaminants and poverty. The GRA also has one of the highest minority population rates (Hispanic majority) in the City of Orem, substantially higher than the rest of Utah County or the State of Utah. Finally, it is important to note that the 84057 ZIP code, which includes the GRA, is the fourth most densely populated ZIP code in the State of Utah. Census information is shown in the table below.

Table 2.1: Demographic and Household Characteristics of the Geneva Road Area

Demographic Characteristics[1]	Geneva Road[1]	City of Orem	Utah County	Utah	United States
Population	8,468	94,457	540,425	2,858,111	314,107,084
Percentage of Population under 18 Years Old[2]	28.65%	29.07%	35.06%	31.10%	23.49%
Percentage of Population over 65 Years Old[2]	10.4%	8.0%	6.8%	9.5%	13.7%
Household Characteristics[1]	**Geneva Road[1]**	**City of Orem**	**Utah County**	**Utah**	**United States**
Median Household Income[2]	$55,617	$54,048	$60,830	$59,846	$53,482
Median Home Value[2]	$163,033	$202,000	$222,300	$212,500	$175,700
Unemployment[2]	4.0%	3.6%	3.1%	3.4%	5.0%
Poverty Rate[2]	13.1%	16.0%	13.2%	11.9%	15.6%
Percent of Households with Female Head with Own Children[2]	6.94%	5.71%	4.68%	5.60%	7.17%
Percent of Households Receiving Food Stamps[2]	12.52%	10.33%	8.26%	9.04%	13.0%

[1]Data is from the U.S. Census American Community Survey, 2010-2014 5-year estimates. [2]Geneva Road Area includes demographics identified in Census block groups 490490008011, 490490008021, and 490490011062. While a large portion of the industrial uses in the GRA are located in Census block group 490490022011, this data was not included as it reflects a population not living in the GRA.

Figure 2.3: Public Open House Meetings for Geneva Road Plan





2.5 Community Engagement

The City engaged a diverse group of stakeholders in the plan area early in the plan process, and continued to engage them over the course of the plan. This included robust digital engagement, three (3) Steering Committee meetings, two (2) public open houses, and a special property owners workshop where representatives from the City, consultant team, and UDEQ helped property owners to understand their responsibilities and the business case for being a partner in the planning and redevelopment process. In addition, City planning staff attended multiple community events in Orem to provide information to the public on the plan and direct them to modes of engagement. These included Summerfest in June 2018 and Harvest Fest in October 2018. Finally, over 400 community stakeholders responded to a survey on existing conditions and proposed redevelopment concepts.

Those who participated in the planning process represent a wide range of community stakeholders who may be impacted by decisions regarding brownfield sites in the Geneva Road corridor, including:

1. Property owners
2. Business owners and tenants
3. Residents
4. Developers
5. Educational and institutional partners
6. Non-profit organizations
7. Federal, state, and local agencies
8. Local elected officials



2.6 Review of Existing Plans

The City of Orem was well-prepared to undertake an area-wide planning effort in the Geneva Road area, as it has already engaged in numerous planning efforts that make recommendations for portions of the Geneva Road corridor. These prior plans have established a solid community vision for the future of the Geneva Road area while providing a framework for the implementation of the Imagine Orem: Geneva Road plan.

OREM GENERAL PLAN

This comprehensive plan (last amended in 2018) is the official statement of policies for the future development of the City including land use, transportation, housing, urban design, economics, parks and recreation and public services and facilities. The guides for land use are intended to provide classifications and locations for uses that manage growth as well as provide sufficient land for industrial, commercial, residential, and public uses.

Community Character: Orem places a high priority on protecting its reputation as a family-friendly city and this is translated into its goals to protect older residential neighborhoods, provide affordable housing in newer mixed use development and create places that can meet the growing demand for student and senior housing. The desired outcomes include improved public services and schools that will promote the quality of life in Orem. The General Plan lists the numerous parks and recreation facilities, festivals, civic organizations, educational resources, and the city library which make up the City's "tapestry" of community culture. Its desire is to foster an environment where such organizations and amenities can develop and flourish.

Figure 2.4: Business on Mountain Way Drive in Geneva Road corridor



Urban Planning and Design: Orem also places significance on urban design principles and methods to create a desirable physical environment for its community. The major planning objectives of the City are to develop and implement an urban forestry plan and to humanize its streetscapes with inviting amenities and buffers that encourage pedestrian activity. Other design goals include creating gateways, improving signage, reducing light pollution, anticipating the eligibility of historic structures for preservation and the inclusion of public art.

Economic Development: The economic vitality of Orem has depended on its strong workforce, area universities, low cost of living and its recreational opportunities. As competition from surrounding communities has grown, the City added an Economic Development Division in 2012 and developed the 2014 Economic Development Strategic Plan (EDSP). The goals for this action include expanding the tax base, increasing assessed property values and to ensure that ongoing land development meets economic development goals (more on the EDSP is below).

Transportation: Orem has a highly developed multi-modal transportation system with several in-depth plans and studies to guide its future. In order to address projected growth in both the City and region, the General Plan outlines the need to support strategies such as biking and walking improvements, the expansion of transit services (bus and rail), encouraging transit–oriented developments (TODs) and the addition of a Transportation Center.

GENEVA HEIGHTS, OREM PARK, SUNCREST NEIGHBORHOOD PLAN

The Geneva Heights, Orem Park, and Suncrest Neighborhood Plan (2017) was created by neighborhood residents and Orem City planning staff to communicate the values and interests of neighborhood residents and serve as a guideline for future growth, development and preservation. It specifically references the development of a plan for the Geneva Road area using an EPA Brownfields Area-Wide Planning grant, as the neighborhood boundaries stretch west to Geneva Road and encompass a large portion of industrial properties along the central Geneva Road Corridor.

Together, these three neighborhoods include approximately 16,500 residents in 4,769 households, according to 2015 American Community Survey Estimates. Roughly a third of these households have children under age 18. About half of the housing units in the plan area are single-family detached units, while the other half are multi-family units. There are also four mobile home communities that provide another opportunity for affordable housing. Owing to strong demand for affordable units and lack of supply, vacancy is generally low, and correspondingly, rents are generally high.

According to this plan, the Geneva Heights, Orem Park and Suncrest neighborhoods contain some of Orem's oldest residential, commercial and industrial properties. While the residential areas are not expected to change, the redevelopment of the Geneva Steel site in Vineyard has generated interest in the redevelopment of industrial properties along the Geneva Road corridor in Orem. However, as previously noted, many of these have been identified as brownfield sites and will require assessment and cleanup prior to redevelopment.

A key goal of this plan is the "Economics" goal to "continue to encourage business development to provide a source for local jobs and to add to sales tax and property tax revenue." Industrial businesses in the Geneva Road area are an important source of revenue and jobs for the entire City. Additionally, according to this section, the Geneva Road corridor contains the vast majority of properties with the highest assessed values in the City (by area), showing the potential to unlock the value of these properties through strategic investment and redevelopment.

ASPEN AND TIMPVIEW NEIGHBORHOOD PLAN

Like the Geneva Heights, Orem Park and Suncrest Neighborhood Plan, the Aspen and Timpview Neighborhood Plan (2017) was created by neighborhood residents and Orem City planning staff to communicate the values and interests of neighborhood residents and serve as a guideline for future growth, development and preservation. The Aspen and Timpview neighborhoods comprise the northwest corner of the City, with a western boundary of Geneva Road. It specifically references the development of a plan for the Geneva Road area using an EPA Brownfields Area-Wide Planning grant, as the neighborhood boundaries stretch west to Geneva Road and encompass the northern section the Geneva Road Corridor, including the catalyst site of Rocky Mountain Power.

The Aspen and Timpview neighborhoods, like much of Orem, were historically agricultural lands with limited commercial and industrial development until the designation of residential subdivisions in the 1970s. These neighborhoods remain predominately residential, with commercial and industrial uses concentrated along Geneva Road, 1200 W, 800 N and State Street. The only large undeveloped parcel within these neighborhoods is the former Williams Farm property located at the northwest corner of the plan area between 1600 N, I-15, 1200 N and Geneva Road. These neighborhoods contain approximately 9,532 residents residing in 2,790 households, according to 2015 American Community Survey estimates. Forty-five percent (45%) of these households have children under age 18. As with the Geneva Heights Orem Park and Suncrest neighborhoods, Aspen and Timpview have a very low vacancy rate of 3%, owing to a strong demand for affordable units and a lack of supply.

Key goals of this plan that pertain to the Geneva Road Brownfield Area-Wide Plan include the following:

- Increase roadway capacity through improvements along major corridors, prioritizing 1600 N;
- Increase the network and improve the quality of bike and walking paths;
- Better access management for new developments;
- Utilize major thoroughfares for traffic from new development; and
- Deal with traffic and safety issues at congested intersections, particularly 1600 N and 1200 W.

STATE STREET MASTER PLAN

The City's November 2015 State Street Master Plan provides a framework to guide the future growth along State Street, which serves as Orem's central commercial corridor. The goal is to transform State Street into an attractive, urban lifestyle alternative for residents, businesses and visitors through economic development initiatives, transportation solutions and enhanced community image and identity. The plan identifies five (5) distinct development nodes, each with a different focus: employment and civic center, arts and entertainment, shopping and dining, mixed use center and residential/retail.

The plan projects the impacts of implementing the proposed strategies for State Street on shaping the future of Orem. These include: absorbing over 75% of the projected population growth, the addition of over 4300 office jobs, 48% increase in taxable sales and 140% increase in tax revenue. It is important that development away from the State Street Corridor be compatible, and not compete with, the desire to create a vibrant downtown core. It is equally important that the design standards and aesthetics established by this plan are carried through to other redevelopment areas, such as Geneva Road, to reinforce the community image and identity of the City.

The State Street Master Plan will serve as a template for recommended zoning changes and potential design guidelines in the Geneva Road Area.

Orem provides a great value through a low cost of doing business and a quality workforce.

Orem is the epicenter of Utah County where start-up companies, established, businesses and developers prosper.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

The City's 2014 Economic Development Strategic Plan (EDSP) documents Orem's current economic environment and identifies the challenges it could face in the future. Orem's economic vitality has been the result of its location at the center of retail activity for the region coupled with its relatively low cost of living and highly educated workforce. These assets are anticipated to continue to fuel the future of Orem's economy.

However, there is increasing competition from outside Orem: surrounding communities are growing rapidly and contain open land available for new development. Meanwhile, Orem's future development depends on more expensive infill and strategic approaches.

The plan creates 19 development nodes and outlines recommendations to maximize each district's assets, stating how each district will contribute to the City's goals of growing a stable tax base. Nodes 17 and 18 along I-15 and Geneva Road are located in the heart of the Geneva Road plan area. According to the EDSP, these areas are "prime for conversion from underdeveloped industrial uses to high-quality, freeway-visible office space, in addition to retail and advanced manufacturing."

Retail development is targeted for the I-15 interchanges and areas along Geneva Road to capitalize on the increased development expected to occur next door in Vineyard. Specifically, the Vineyard population growth is expected to create the need for two grocery stores and Orem wishes to capture that market position before it goes to Vineyard.

The Geneva Road corridor is not targeted for future housing redevelopment or a prime location for Class A office space but the plan acknowledges further planning for this area is required. Plans for a business park in the north portion of Geneva Road are already under development, utilizing some of the limited vacant land in that portion of the City.


RIDE TRAX
UTA
CINEMA THEATRES



Land Use Analysis

3.1 Historic Land Use

While the prior planning efforts did an excellent job of providing context for the Imagine Orem: Geneva Road brownfield area-wide plan, past research on the area's environmental conditions tended to focus on the Geneva Steel site in neighboring Vineyard. Therefore, the City and consultant team undertook an extensive process of researching historic land uses and potential contamination on the other sites located within the Geneva Road corridor. Because of the area's well-established history as the City's industrial corridor, it was expected that numerous brownfield sites would be identified. The following sections detail the history of land uses in the Geneva Road corridor and tell the story of how Geneva Road's brownfield sites came to be.

In order to trace historical land uses in the project area, the planning team referenced historic maps, environmental databases, various documents and photographs going back 80 years.

The City of Orem grew from several small settlements established in the Provo Bench area during the late 19th century. Historically, the area was colonized with farms along the corridor between Provo and Pleasant Grove. A transition from the fruit and vegetable farms began as commercial developments crept up along State Street and by the early part of the 20th century, Orem was incorporated. At the end of Orem's first ten years as a City, the census set the City's population at 1,915. Since that time, Orem has grown from a primarily agricultural area to a primarily urban area. Today the City captures just over 1/4 of the retail sales in Utah County.

The Geneva Road Area (GRA) of Orem, located on the western border of the City, has been an important industrial, employment, and residential area for the City as well as Utah County since the 1940s. The area grew around the Geneva Steel plant (formerly located across Geneva Road in the city of Vineyard), which was constructed by the United States government during World War II. It was purchased by the United States Steel Division (US Steel) in 1946 and opened as an integral part of the war effort. The Geneva Heights, Suncrest, and Orem Park neighborhoods in the eastern part of the GRA contained the original housing constructed for Geneva Steel workers during the 1940s and 1950s. Since 2001, the majority of the former Geneva Steel structures have been demolished and in recent years redevelopment has occurred.

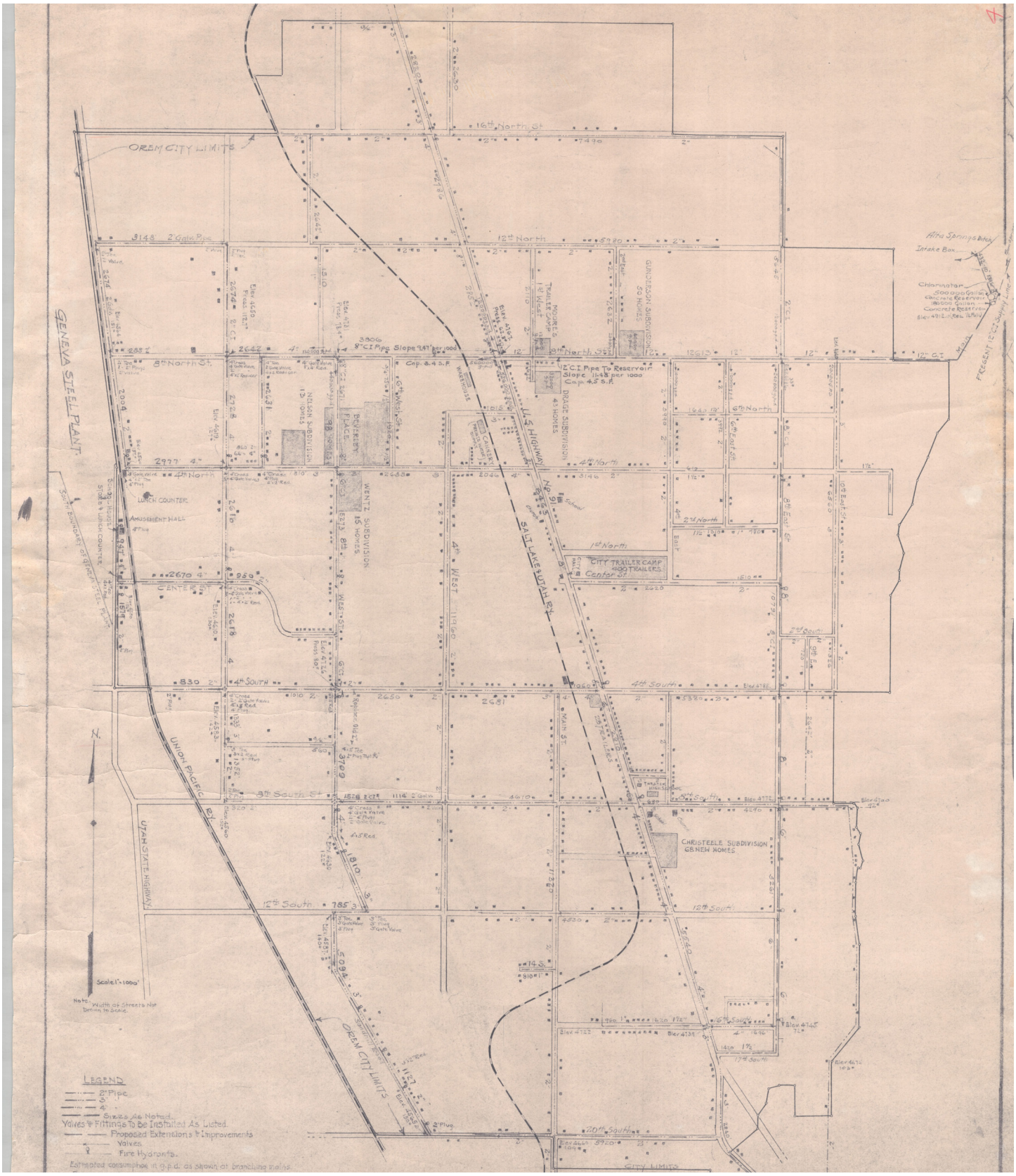
Other industries of significance that have historically been located in the Geneva Road corridor include Geneva Rock, Geneva Pipe and UT Pic A Part. These industrial operations have been on-going since at least 1969, with Geneva Rock being the eldest of the industrial operations. Geneva Rock and Geneva Pipe are large employers in the area and have generally operated in accordance with local noise and nuisance ordinances.

Figure 3.1 - Historic images of Geneva Steel (Credit: Library of Congress)





Figure 3.2 - 1946 Map of Orem with (Credit: BYU Library Map Collection)



City Directories obtained from Environmental Risk Information Service (ERIS) provide residential and business listings in the GRA from 1960 to present. From 1960-1965, the only commercial listings in the GRA are for Geneva Steel, Geneva Rock and Geneva Pipe in the same locations presently occupied by these entities. Prior to this time, aerial photographs depict much of Geneva Road as agricultural or vacant undeveloped land.

In 1970, Claire's Welding and Wrecking is listed at 1401 W 400 South and Morrill Turkey Ranch is listed at 1201 W 400 South. In 1975, commercial activity increased some with multiple listings, and by 1980, the transition to commercial uses is dramatic with Center Street, W 400 South and W 400 North turning almost exclusively to commercial enterprise.

By the mid-1980s aerial photographs show intensive development of the northwestern portion of Geneva Road between W 1200 North and W 800 North. The current power substation adjacent to the Rocky Mountain Power site was constructed circa late-1980s or early 1990s when Orem experienced double digit growth and developed as the commercial and retail center of Utah County.

Between 1980 and 1996, commercial properties continued to develop along W 1200 North and included woodworking, concrete, automotive and marine repair, treatment centers, storage units and office space. By 2001, no property addresses are listed with a W 1200 North address though multiple spur roads, oriented north to south, are located along W 1200 North and are heavily developed as commercial/light industrial.

According to business listings, commercial development along Geneva Road itself did not really begin to occur in earnest until 2001, the same year that Geneva Steel closed down operations. Commercial/retail and light industrial at that time included the Vineyard Garden Center, Hitching Post, Clegg's Car Care, MCR Recycling, European Only Tow, Blue Ribbon Auto, Skip Dunn and other excavating companies and various other automotive/ trucking establishments. These entities were not listed in previous years' ERIS directories.

3.2 Current Land Use

As indicated in the previous section, commercial development along Geneva Road began to occur starting in 2001, and by 2006, nearly all the uses fronting Geneva Road in the plan area were commercial or industrial in nature. Meanwhile, the plan areas east of Interstate I-15 along 400 South and 400 North remain almost entirely residential. In addition, the areas east of I-15 along Center Street and 800 North are mixed use with a majority used as residential, office space and lodging/hospitality.

While a mix of uses is increasingly seen as a desirable development type in center cities, the types of commercial and industrial uses that remain in the western project area are largely incompatible, and in some cases, actively detrimental to the surrounding residential, commercial and planned redevelopment uses. Significantly the legacy of environmental contamination caused by historic industrial and heavy commercial uses has hindered new commercial development that could be beneficial to and serve area residents and employees.

GENEVA STEEL

As noted above prior research on the Geneva Road Area's environmental conditions tends to focus on the Geneva Steel site, which is a well-known former brownfield site that was cleaned up and is in the first phase of redevelopment as of this plan's writing.

The Geneva Steel company served as a significant regional employer and economic engine until its closure in 2001. This resulted in the loss of nearly 900 jobs. While the closure of the plant had a negative impact on the local economy, the remediation and development of the Geneva Steel property has brought significant new growth.

As noted above prior research on the Geneva Road Area's environmental conditions tends to focus on the Geneva Steel site, which is a well-known former brownfield site that was cleaned up and is in the first phase of redevelopment as of this plan's writing.

ROCKY MOUNTAIN POWER

Despite development pressures related to the lack of readily developable land in central Utah County, many properties in the GRA are underutilized and several are vacant. One such vacant site includes the Rocky Mountain Power site. The Rocky Mountain Power site is a 2.8-acre site in the northwestern corner of the plan area located between Geneva Road to the west and N 1565 West to the east and between two automotive entities to the north and south. It is currently vacant and surrounds the power substation on the north, east and south sides. The area west of the power substation and between portions of the Catalyst site has been used as an auto wrecking yard (Blue Ribbon Auto) since circa 1970s.

North of the site is a mix of industrial and heavy commercial uses, including auto uses, towing yards and steel manufacturing that were developed from previously vacant land circa 1980. East of the site are two large lots totaling over 8 acres and used as construction storage. The storage areas include construction debris and earth mounds, piles of piping and concrete, construction vehicles and various tanks and vessels. To the south is W 960 North, which includes multiple small lots that have been used as commercial enterprises such as various automotive, mechanical, wood turning, small engine repair and warehousing operations (NETROnline, Environmental Risk Information Service (ERIS) City Directory report, February 28, 2018.)

The City identified the Rocky Mountain Power site as the "catalyst" site for the Imagine Orem: Geneva Road plan, meaning that redevelopment of this brownfield site would encourage the redevelopment of the underutilized sites surrounding it for employment generating uses that are consistent with the community's vision for the area.

South of the catalyst site is the former Consolidated Red-E-Mix concrete batch plant and auto repair uses occupied by three or four separate businesses shown below.

Figure 3.3: Aerial Photo of Rocky Mountain Power site (blue) with adjacent businesses shown



3.3 Environmental Concerns

Many area residents have great concerns and uncertainty about the environmental conditions of properties in the Geneva Road area. Environmental concerns expressed by survey respondents included soil contamination, hazardous waste, poor air quality, protection of public health, and overall stigma of pollution in the area.

As stated above, the Geneva Road area has a rich history of commercial and industrial uses that has provided employment opportunities for area residents. Unfortunately, this history has also resulted in areas of environmental concern that must be addressed in order to facilitate redevelopment of vacant and underutilized sites and improve health outcomes for area residents.

The Geneva Steel property is a Comprehensive Environmental Response and Remediation Liability Act No Further Remedial Action Planned (CERCLA-NFRAP) site. This means that the site does not need any further remediation. Numerous releases have been identified on this site. Interviews with Utah Department of Environmental Quality officials suggest no impacts are likely to the Geneva Road project area from releases at the former Geneva Steel site.

Geneva Rock and Staker Parson Co. both had reports of oil spills to surface soils. Geneva Pipe had underground storage tanks (USTs) and leaking underground storage tanks (LUSTs) removed from the site circa 1994. No information regarding environmental cleanup of these issues was available for review.

A list of identified "regulated facilities" in the project area is shown in the table at right. A regulated facility is any entity that is required to report to a regulating entity such as the EPA or UDEQ under any of the State and Federal environmental regulations such as the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, or Underground Storage Tank rules. Examples of larger facilities that are likely regulated under multiple regulations include petroleum refineries, electric utilities, and wastewater treatment plants whereas examples of minor facilities include gas stations, manufacturers and neighborhood dry cleaners.

3.4 Brownfield Inventory

Having analyzed the historic land uses and suspected environmental concerns of current and former commercial and

Table 3.1: List of Regulated Facilities in Geneva Road

Business	Industry
RT Manufacturing Inc.	Printing- Rocky Mtn Printing
Staker Parson Co	Waste Recycling
Western Metals Recycling	Metals Recycling
Designer Marble and Contractor Services	Wholesale Construction Supply
Ecoscraps – Compost	Solid Waste facility
DCD-Orem Transfer Station	Solid Waste facility
Former PBI Freight Services	LUST – LUST closed in 11/1995
U.H.P. HDQTRS	LUST – LUST closed in 1/1999
Rocky Mountain Land Holdings	LUST – LUST closed in 9/2014
Crest CFN	LUST – LUST closed in 8/2005
Pittsburgh Paint and Glass	Paint and Finish Supply
Mity-Lite Inc.	Banquet Furniture Manufacturer
Geneva Pipe Co.	Pipe Manufacturer; LUST – LUST closed in 11/1995
Geneva Rock Products	Rock and Asphalt Manufacturing
AMICO Klemp	Ornamental and Architectural Wholesale Manufacturing
Parish Chemical Co.	Defunct Chemical Manufacturer
SPA Mechanic	Auto Repair – UST List
Geneva Works Benzol Plant	LUST – LUSTS (2) closed in 4/1998
7-Eleven	Gas Station– UST List
Old Consolidated E-Mix	Former concrete batch plant– UST and LUST – LUST closed in 9/1996
Sunrider	Unknown– UST List
Pit Stop Hobbies	Automotive Retail– UST List
The Stop	Unknown– UST List with 4 existing tanks
Trafalga Family Fun Center	LUST closed in 11/2003
Gas-N-Go #14	LUST closed in 8/1994
Stesan's Travel Stop	LUST closed in 1/2011
United States Welding, Inc..	LUST closed in 12/1995

industrial properties in the Geneva Road corridor, the planning team compiled a comprehensive brownfield inventory.

A brownfield inventory is a list of brownfield sites obtained through publicly available information and research. It is an important tool that can be used to guide public land use planning decisions as well as develop private interest in available underutilized sites with existing infrastructure.

The brownfield inventory for the Geneva Road area includes the name, location and descriptive characteristics of potential brownfield sites.

There are many benefits to conducting a comprehensive brownfield inventory. For example, it can:

- Confirm that areas of suspected contamination are brownfield sites in need of clean-up;
- Serve as a resource during review of planning or zoning requests;
- Market underutilized sites to developers in order to catalyze redevelopment;
- Prioritize preparation of shovel-ready sites to promote redevelopment; and
- Educate residents about environmental hazards in the community.

In order to develop a brownfield inventory for the Geneva Road area, the BRS consultant team reviewed data available from the City of Orem, UDEQ, the Utah County Tax Assessor's Office, and the Environmental Risk Information Service (ERIS) City Directory report, as well as historic aerial photographs from NETROnline and the United States Geological Survey. The preliminary inventory was supplemented with a comprehensive windshield survey of suspected brownfield sites on January 17, 2018, to confirm site conditions and uses, verify the information obtained from various data sources and visually document the sites.

BRS compiled a comprehensive brownfield inventory spreadsheet and map that are shown on the following pages.

Figure 3.4: Examples of brownfield sites in the Geneva Road corridor







Figure 3.5: Geneva Road Corridor Brownfield Inventory

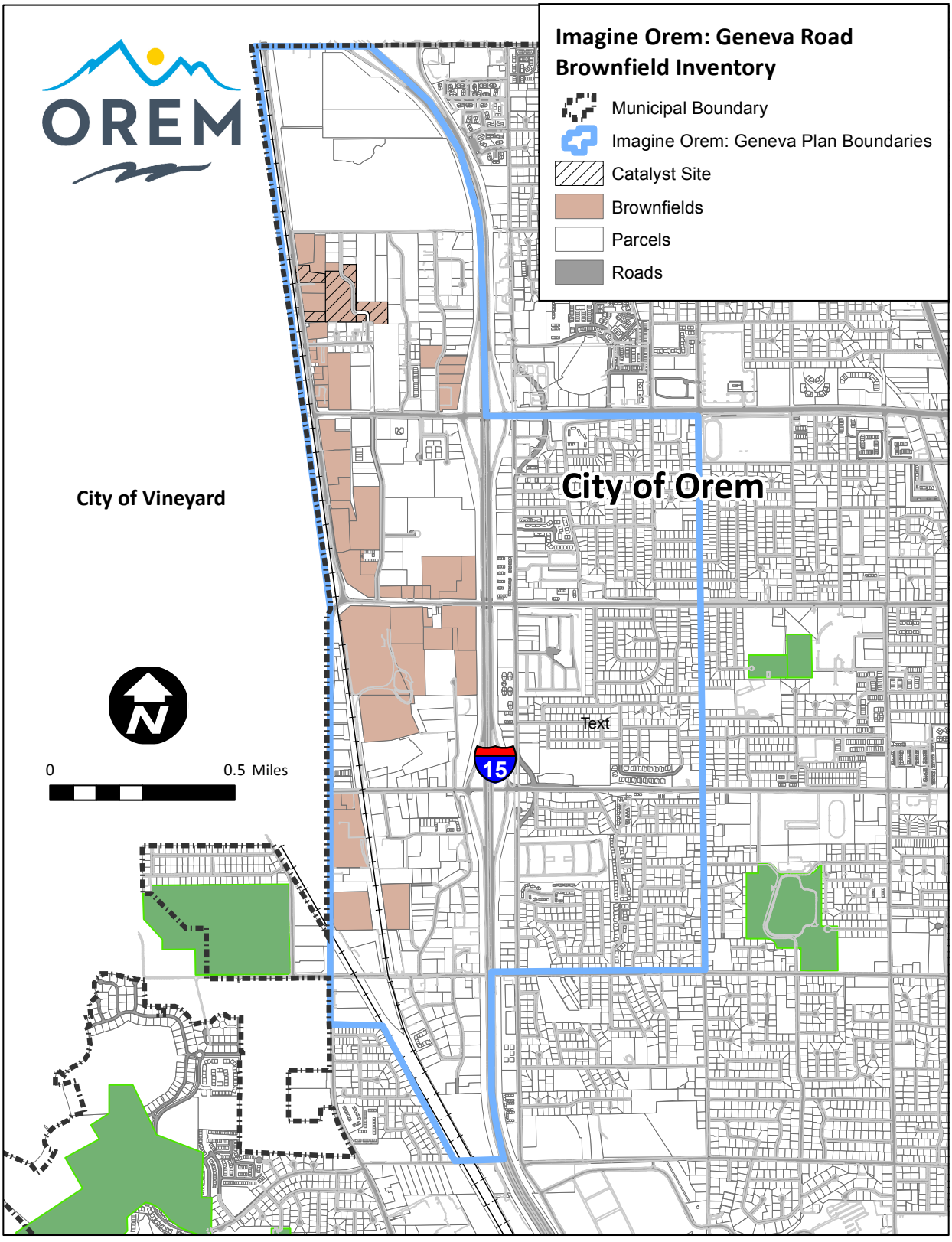


Table 3.2: Geneva Road Corridor Brownfield Inventory (Annotated)

Site Name	Site Address	Serial Number	Owner
Rocky Mountain Power	1059 N 1565 W	17:032:0019 57:009:0006 17:029:0001 17:029:0034	Utah Power and Light
	1116 N 1565 W	57:009:0005	
Hale's Land LLC	1641 W 1200 N	37:324:0002	Hale's Land LLC
Duane's Auto Wrecking	1190 N 1600 W	37:324:0001	DAJ Properties LC
1117 N 1565 W	1117 N 1565 W	57:009:0007	Peterson, Donald D & Linda L
JL N Orem	No address (W 1200 N, east of Rocky Mtn Power)	17:032:0128 17:032:0129	JL N Orem LLC
Blue Ribbon Auto Wrecking	990 N 1600 W	17:029:0007	Loveland, William Jeffery & Susan T
	990 N Geneva Rd	17:029:0006	
Russ' European Only Auto Salvage	802 N Geneva Rd	17:029:0023	Price Enterprises Inc
Price Enterprises	property directly N of 802 N Geneva Rd	17:029:0022	Price Enterprises Inc
880 N Geneva Road	880 N Geneva Rd	57:087:0001	Tingey, Thomas L & Sherie Lee
Raully's Auto Repair	890 N Geneva Rd	57:087:0002	Raul Uribe
LJ'S Auto Repair	910 N Geneva Rd	55:716:0002	Perry, Helen Ferre & Evan Lee
	920 N Geneva Rd	55:716:0001	
RG Automotive	936 N Geneva Rd	55:716:0003	Bennett, Cyndy B
947 N Geneva Road	947 N Geneva Rd	55:716:0004	Rough Country Property LLC
1635 W 960 N	1635 W 960 N	55:083:0006	John A & Anne K Taylor
Roberts Mechanical	966 N Geneva Rd	55:083:0007	Roberts Mechanical LLC
Limitless Towing	"1020 N Geneva Rd"	17:029:0030	Rocky River Leasing LLC
Dave Adams G3 Collision Repair	899 N Industrial Park Dr	53:444:0003	DF Adams Properties
Wern Metals Recycling	840 Industrial Park Rd	53:002:0021	Blue Sky Properties LLC
Former Consolidated Ready Mix	1580 W 800 N	44:210:0001	Boggess-Draper Company LLC
Questar Gas	906 N Geneva Rd	50:070:0001	
Alabama Metal Industries Orem	212 N 1330 W	55:363:0003	Il Capo LC
Geneva Pipe	1465 W 400 N	18:009:0036 18:009:0147 18:009:0151 18:009:0031	Geneva Pipe Company, Inc.
Geneva Rock Products	1565 W 400 N	18:009:0090 18:009:0035 18:009:0037 18:009:0038	Geneva Rock Products, Inc.
Stephenson Bowen	1412 W 400 N	17:031:0168	Bowanoni Enterprises
Advanced Collision Repair	1450 W 400 N	17:031:0036	Advanced Collision Repair LLC
Stauffer's Towing and Recovery	1468 W 400 N	17:031:0098	Commerical Enterprises LLC
Mity Lite	1300 W 400 N	46:728:0001	Mt. Orem LLC
Simtek Fence	1330 W 400 N	17:031:0169 46:728:0002	Wilson Holdings LLC
Staker & Parson Companies	463 N 1500 W	35:467:0001	Staker & Parson Companies
	470 N Geneva Rd	35:566:0001	
Dunn Recycling	520 N Geneva Rd	35:566:0002	ESAD Investments LC
MCR Recycling	550 N Geneva Rd	17:031:0151 17:031:0142	Myron's Auto Wrecking Inc
	680 N Geneva Rd	17:031:0140 17:031:0167	
Clegg's Car Care	20 N Geneva Rd	36:314:0004	V-BECK LC
Clegg's Automotive	1599 W Center St	36:314:0006	Clegg Family Limited Partnership
Kurt's Auto Wrecking/UT Pic A Part	255 S Geneva Rd	18:008:0105 18:008:0110 18:008:0109	S-C Utah Realty LLC

3.5 Zoning

The City of Orem recognizes that it will be necessary to adopt zoning for the Geneva Road area that facilitates the mix of land uses proposed in the development scenarios above. Land use in the Imagine Orem: Geneva Road Area – like the rest of the City of Orem – is governed by Chapter 22 of the Municipal Code. Reflecting the diversity of land uses within the Geneva Road Area, the zoning classifications in the project area are a mix of industrial, commercial, residential, and planned development zones. However, the majority of the project area – including the catalyst site – is zoned M2. This is reflective of the character of land use activities in this area since the mid-20th century. Significantly, the Geneva Road Area is also the only area of the City that contains industrial zoning districts.

MANUFACTURING ZONES

According to Article 22-9 of the Municipal Code, Manufacturing, and Research and Development Zones, the objective of the City's industrial zones is to "provide areas within the City where accessibility to interstate transportation and arterial streets is convenient, and where the potential for aggregation of related or interdependent industries is significant."

There are two industrial zones in the Geneva Road Area: M1 and M2. The M1 zone is established to provide areas where light intensity industrial activities and uses can be developed. The M2 zone is established to provide areas where heavy intensity industrial activities and uses can be developed.

COMMERCIAL ZONES

In addition to industrial zoning districts, the Geneva Road Area also has a small amount of commercial zoning along the east side of the I-15 corridor, Center Street and in the lower portion of the plan area around the intersection of Geneva Road and 400 South. The objective of Commercial and Professional Office Zones is to provide areas within the City where commercial and service uses may be located.

There are three (3) primary commercial zones are present in the Geneva Road Area: C1, C2 and HS. Permitted uses generally correspond to the zone purposes described above. In the Geneva Road Area, properties zoned C1, C2 and HS serve the commercial needs of residents, commuters, and industrial users, including offices, retail, gas stations and convenience stores, restaurants, and personal service establishments.

RESIDENTIAL ZONES

There is a significant amount of residential zoning in the eastern part of the plan area on the opposite side of I-15 from Geneva Road's industrial uses. This reflects the historic development of housing for Geneva Steel employees in the mid-20th century that has largely been retained in the Geneva Heights, Orem Park and Sunset neighborhoods.

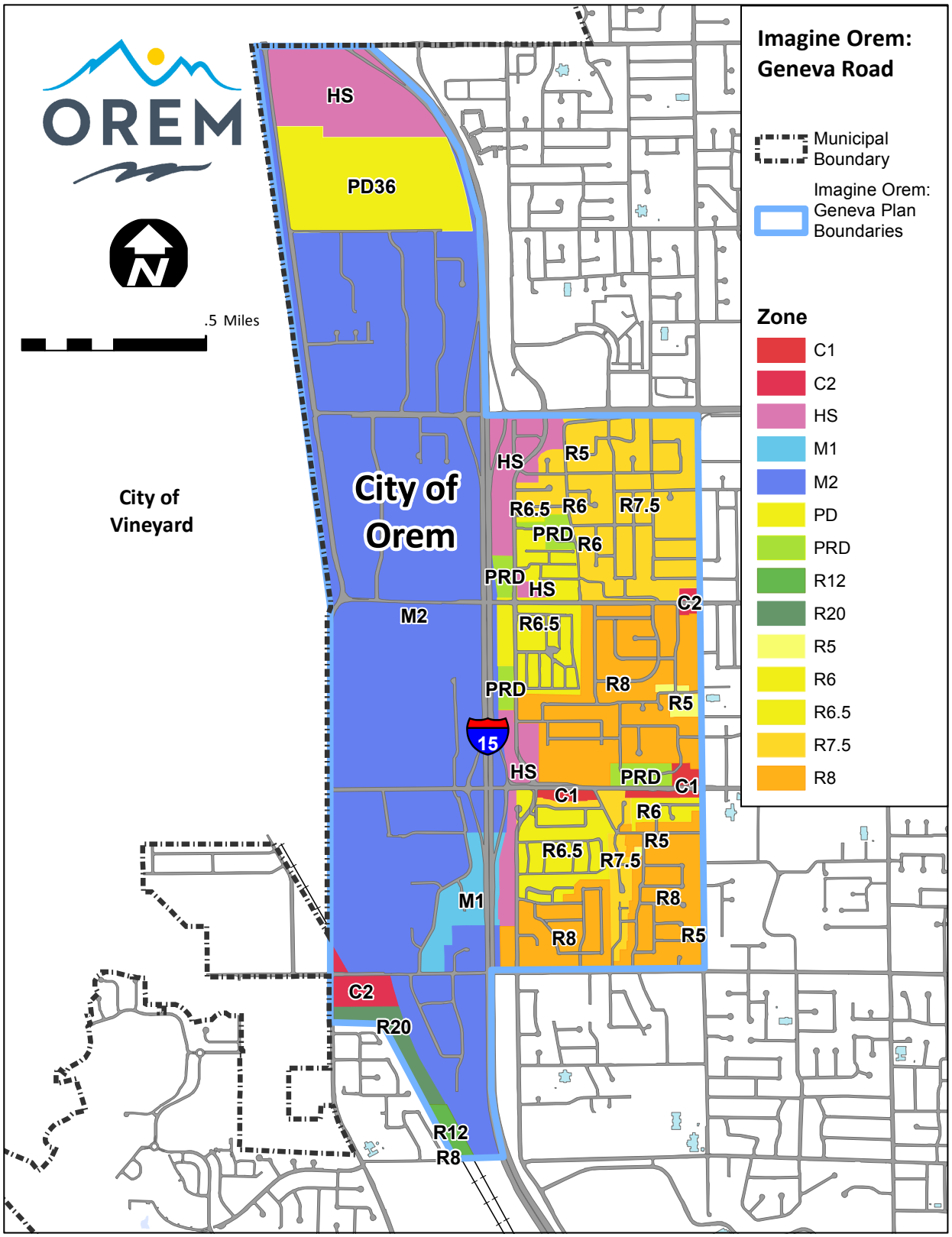
This includes several mobile home parks which have been grandfathered in under the current code. According to Article 22-18, mobile home parks were previously allowed on parcels of at least two (2) acres and the land uses standards provided in this section continue to apply to these developments. However, Orem will not issue a conditional use permit for any new mobile home park.

PLANNED DEVELOPMENT ZONES

Finally, there are two Planned Development (PD) Zones in the plan area: PD-36 on the Williams Farm property in the far northern part of the Plan Area, and PD-41 on 1200 West Center Street. PD Zones are the only residential zones in the plan area that has been considered for redevelopment.

The purpose of the PD zones is to provide flexibility in the City's zoning scheme in order to allow for unique, innovative and well-planned developments that would not be possible under one of the City's existing zoning classifications yet protect the character and quality of neighboring properties. Significantly, a PD zone may only be applied to a parcel or a combination of parcels totaling at least three (3) acres.

Figure 3.6: Land Use in the Imagine Orem: Geneva Road Area

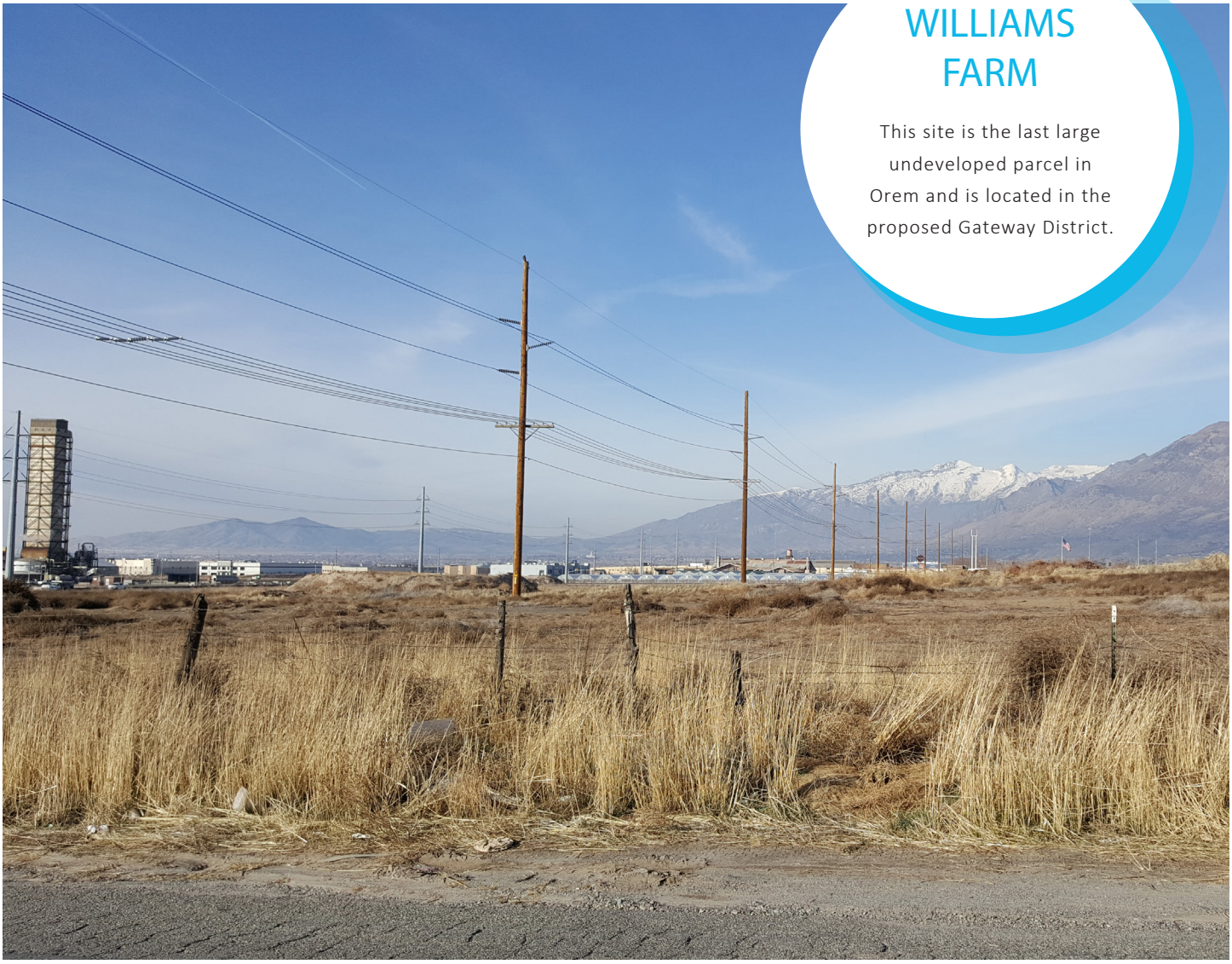



RIDE TRAX
UTA
CINEMA THEATRES

4

TRANSPORTATION

Figure 4.1: Northwest corner of 1200 North and Geneva Road with Vineyard and Lindon in the distance



WILLIAMS FARM

This site is the last large undeveloped parcel in Orem and is located in the proposed Gateway District.

4.1 Transportation Networks

Orem is projected to increase from a 2010 population of just over 88,000 residents to 123,000 residents by 2060 according to 2010 U.S. Census & Governor's Office of Planning and Budget 2013 projections. Orem is bounded to the east by mountains, to the west by Utah Lake, and to the North and South by neighboring communities.

Because of these boundaries and the built-out nature of the City, Orem will not face the same kind of dramatic growth and related development issues that will impact many other basin communities. However, Orem – and the Geneva Road Area particularly – will be impacted by the redevelopment of the City of Vineyard. According to the Central Utah Water Conservancy District, this area is projected to experience tremendous growth and house 90,000 residents by 2060.

One of the benefits to redeveloping brownfield sites is that developers seeking desirable locations for industrial and commercial uses often look to these locations for their connections to existing water and sewer infrastructure, energy and telecommunications utilities, energy resources, and especially, transportation networks.

Meanwhile, communities benefit from siting new industrial and commercial uses on brownfield sites because the redevelopment of these sites helps attract new businesses, jobs and tax revenues to areas that were previously underutilized.

According to the American Society of Civil Engineers Utah Section's (ASCE Utah) Report Card, Utah's public infrastructure systems are at "a crossroads of historic growth." Orem, like many other parts of the state, has seen a transition in infrastructure use from agricultural to urban, especially when it comes to water infrastructure.

TRANSPORTATION MASTER PLAN

Between now and 2040, the population in Orem is projected to grow by 20,800 or 23% overall. While considered moderate growth, the larger growth of the greater region is expected to be considerable. Of the vehicle traffic on Orem's roads, a significant portion is projected to be from non-residents. Further, modeling for the year 2050 shows that Geneva Road needs to be an expressway (one step below a freeway).

With this in mind, the City developed its 2015 Transportation Master Plan (TMP) to combat potential congestion and to coordinate the goals of Orem with the regional infrastructure planned and maintained by UDOT, UTA, Utah County and neighboring municipalities. The TMP includes projects separated into 10-year and 25-year windows for roadway, transit, bicycle and pedestrian improvements, as well as updated policies and guidelines for traffic management and design standards. The plan also outlines important design considerations for roadway design, access management, traffic calming, crosswalks, safety and connectivity.

Geneva Road is characterized as a 6-lane principal arterial route that provides an acceptable level of service (C or better) through the AWP study area. Running parallel to the east are Interstate 15 and 1200 West, an adjacent surface road categorized as a 2-3 lane minor arterial route that borders the study area's residential neighborhoods on the west. 1200 West is also rated acceptable except for the area around the intersection of Center Street, which is rated a D level of service but is expected to drop to an E without action.

Geneva Road is designated as a major truck route along the west edge of the city and 1200 West is designated as an alternative truck route. These designations are intended to keep the impacts of truck travel limited to these routes and away from smaller and residential streets. As such, it is important to keep in mind the role these roadways serve within the entire transportation system.

According to the TMP, the preferred alternative to address increased transportation needs is light rail. Routes along Geneva Road with connection to downtown, the University and Vineyard are part of the vision plan in the Mountainland Association of Governments (MAG) Regional Transportation Plan and North County Transit Study, but are secondary to the preferred routes slated for Phase 1 and 2 in those plans. Currently the area is served by routes that run the length of Geneva Road and 1200 West with connection to State Street via 800 North. Operated by UTA, this service is flexible and able to expand and adjust routes and stops as demand changes. Another transportation alternative the city wishes to promote is bicycle and pedestrian options. The 2010 Orem Bicycle and Pedestrian Plan shows an extension of the bike lane on 1200 West, the addition of bike lanes on Geneva Road, several east-west connections spanning I-15 and planned bike routes through the neighborhoods along 800 West.

ACCESS MANAGEMENT PLAN

The City has also executed an Access Management Plan (AMP) with UDOT for Geneva Road. This plan calls for new development on Geneva Road to have a single full-access point. All existing buildings must have a single shared access that is right in/right out. For a mid-block property, Orem will work with UDOT to get access at that location and require that there is a reciprocal access north or south that would be tied into adjacent properties. The AMP also mandates that the City work with property owners and developers to establish a site plan that provides for connections and site access. See the following figures for the Access Management Plan.

The City is also currently working with UDOT on several general plan amendments. Some changes to the Geneva Road corridor should be expected in the 2020 general plan update. These changes are related to potential right-of-way widening; as such, building setbacks along the Geneva Road corridor must accommodate future widening of the right-of-way.

Transportation diagrams illustrating the AMP transportation scenarios and proposed changes described above are shown on the following pages.

Figure 4.2: UDOT Conceptual Plan for Geneva Road. Map shown continuously from left to right onto second page. (Prepared by J-U-B)

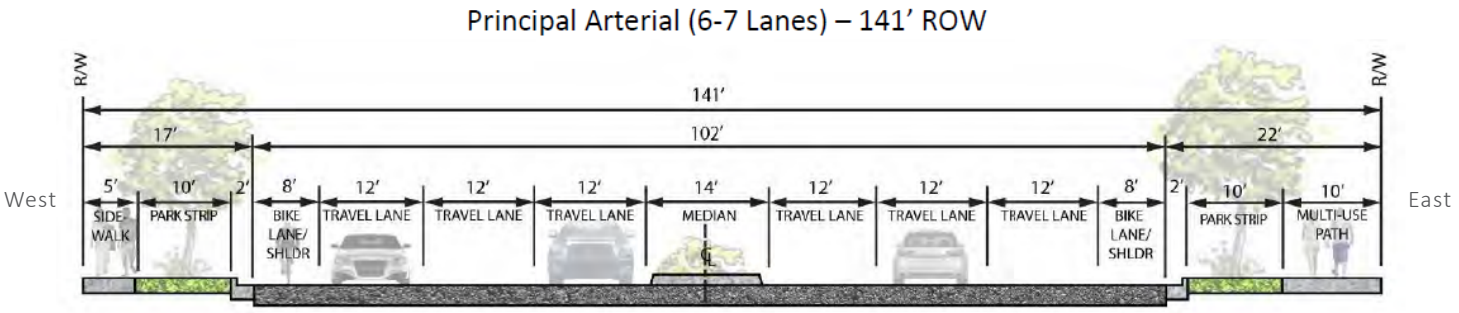



N
400 NORTH - VINEYARD
800 NORTH - VINEYARD
400 NORTH - OREM
800 NORTH - OREM
Only One
Right-In/Right-out
Access Permitted
Only One
Right-In/Right-out
Access Permitted
Only One
Right-In/Right-out
Access Permitted
STOP
STOP
MID-BLOCK ACCESS

Figure 4.3: UDOT Conceptual Plan for Geneva Road. Map shown continuously from left to right onto second page. (Prepared by J-U-B)



Figure 4.4: Proposed Geneva Road Street Section



45


Only One
Right-In/Right-out
Access Permitted
Only One
Right-In/Right-out
Access Permitted
Only One
Right-In/Right-out
Access Permitted
MID-BLOCK ACCESS
Only One
Right-In/Right-out
Access Permitted
1200 NORTH - OREM
1600 NORTH - OREM
STOP
STOP

Figure 4.5: Imagine Orem: Geneva Roads and Transit

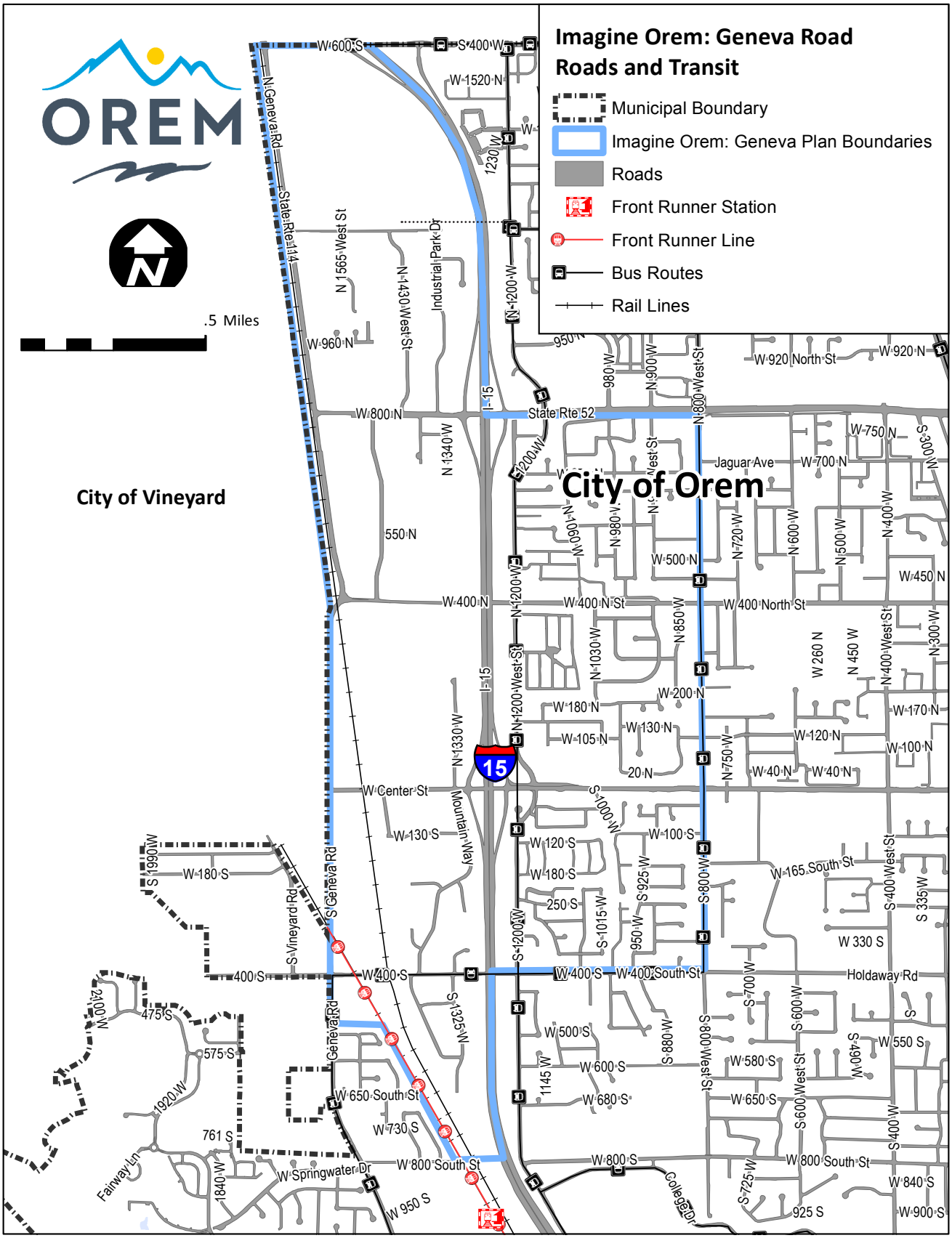
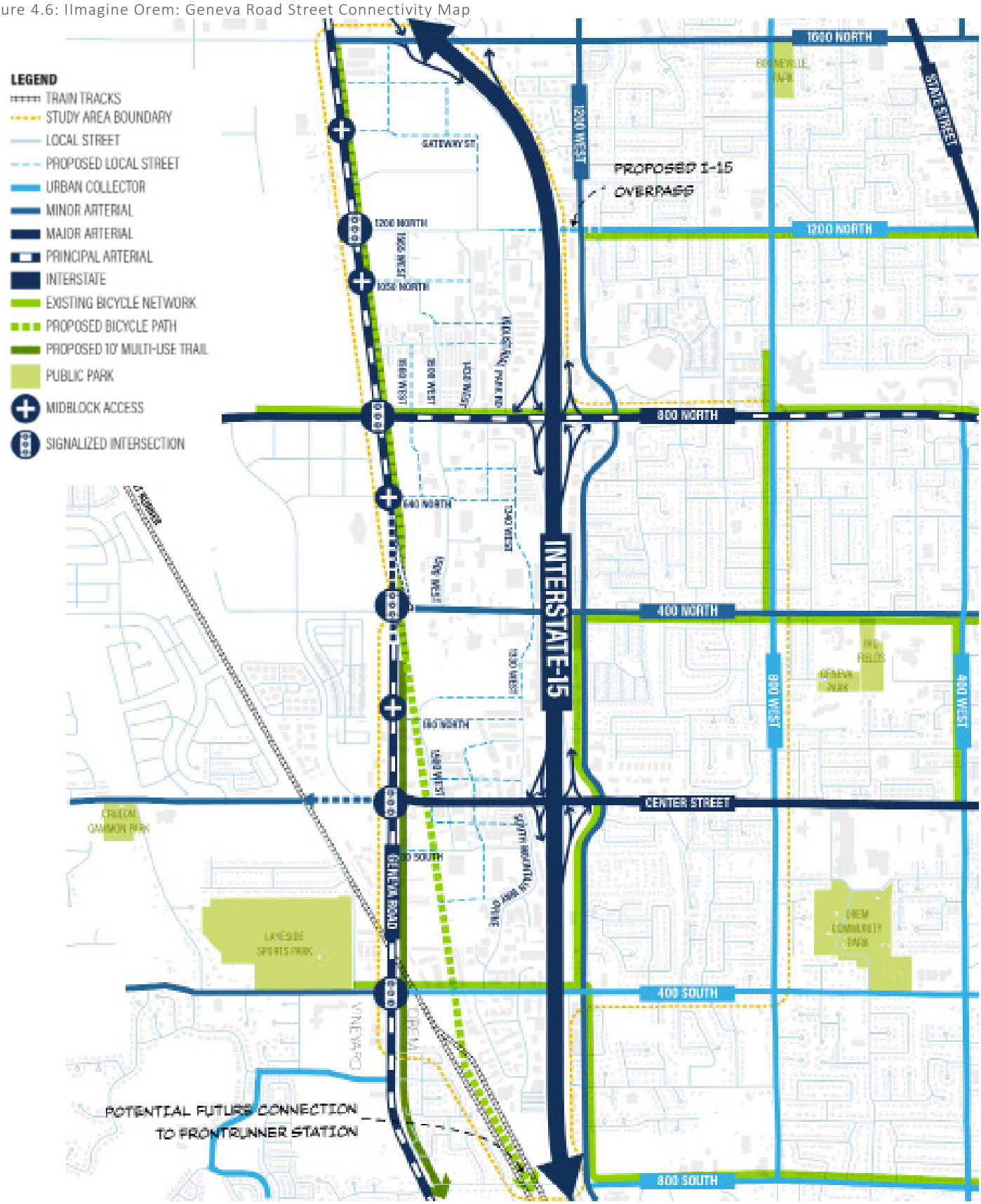


Figure 4.6: IImagine Orem: Geneva Road Street Connectivity Map




RIDE TRAX
UTA
CINEMA THEATRES



5 Market Analysis

5.1 Market Overview

In addition to conducting the brownfield and infrastructure inventories, BRS conducted a market study for the Geneva Road corridor. The purpose of this study is to provide information regarding real estate market comparables for the catalyst site group located along Industrial Park Road and Geneva Road between 800 North and 1200 North in the Orem Geneva Road Brownfield Study Area. All comparables are located within a 5-mile radius of the catalyst sites in the towns of Orem, Provo, Vineyard, American Fork, Lindon, Highland, Lehi, or Pleasant Grove.

Comparables are properties with characteristics that are similar to a subject property whose value is being sought. In this case, the characteristic being examined is limited to location, as the catalyst properties are all unimproved sites and the comparables are all existing buildings with a history of sales and/or rental transactions that demonstrate their market value. The catalyst sites are located within a district zoned for industrial and manufacturing use, whereas the comparables are located within various zoning districts not necessarily restricted to industrial use.

The comparables provided in this study offer a general locational comparability to the catalyst sites to infer the highest and best use of the site as a guide for potential future development. In addition to industrial comparables, neighborhood and community shopping centers ("retail") and office space transactions are also provided for additional context, although neither retail nor office use is a currently approved use of the catalyst sites.

All data presented in this study is provided through Reis Services, a provider of commercial real estate market information and analytical tools for real estate professionals. The comparable properties data for this study includes transactions back to 2011 and is current as of the fourth quarter of 2017.

5.2 Brownfield Redevelopment

As part of the planning process for the Geneva Road Area-Wide Planning study, several properties that are known or suspected to be brownfields have been identified based on their history of land use and, in some cases, documented environmental investigations. Redevelopment on brownfields may be complicated by many factors. The cost to investigate and re-mediate a contaminated site is sometimes difficult to assess accurately, and often operates as an iterative process of gathering and evaluating evidence for on-site contamination.

The type and spatial extent of the contamination may also influence the type of redevelopment that is permitted following completion of the site's remediation. For example, the site remediation regulations of the Utah Department of Environmental Quality will allow contamination to remain on-site after remediation under certain conditions, when institutional and engineering controls have been put in place to protect the public from the residual contamination. In this case, where a site may not have been fully re-mediated to the so-called "unrestricted" standard (meaning that the use of the land in the context of the environmental contamination is unrestricted), certain types of post-remediation development, such as residential or community facility uses, may be restricted. These considerations must be fully evaluated and included with any redevelopment plans.

In general, appraisal methodology determining the discount to fair market value for perceived or known contamination is not simply to deduct the cost of the cleanup from a commonly accepted value of the property. In the absence of market data or a market value for the property, contaminated properties may be treated as special purpose properties with a distinct value in use to the owner so long as the owner continues to operate the facility. In other words, when the contaminated property is in use, normal assessment techniques prevail. Discounting estimated contamination costs is not used for determining value where a sophisticated seller and a sophisticated buyer, aware of contamination and an estimate of clean-up costs, freely negotiated a sale price for the property.

5.3 Local Characteristics

According to a recent analysis completed by Newmark Grubb ACRES Commercial Real Estate, the Utah County industrial market continues to reflect a robust economy with sustained growth and low vacancy rates. New, high-quality industrial space is not readily available in Utah County and several developers are reported to be building to meet demand. Most new construction is being built in the northern part of the county, especially in Lindon, American Fork and Lehi. However, developments in south Utah County, such as Mountain Vista Business Park in Provo's East Bay area, have experienced substantial new construction and will continue to add space. New industrial developments are expected to continue to push vacancy rates slightly higher.

The availability of industrially zoned space, underdeveloped and undervalued in an area close to Utah Valley University and its strong culture of research and support for hi-tech start-ups provides the Geneva Road Area an obvious competitive advantage as land for

new development becomes more limited. The Geneva Road Area is located in a thriving economy strong on the fundamentals with a highly educated workforce and supportive government policies that can drive redevelopment of brownfields to highly productive industrial, research and varied manufacturing uses.

5.4 Comparables

INDUSTRIAL COMPARABLES

Industrial properties include multi and single tenant buildings of 10,000 square feet or more and may be further distinguished as: Flex Office/R&D, Manufacturing, Warehouse, General Light Industrial, Distribution Center, Commercial/Industrial, and Commercial Building. Flex Office/R&D is a specialized type industrial building development with a minimum total office percentage of 25% and consisting of either Warehouse/ Distribution and/or specialty industrial space; such as Research & Development and High-Tech space. Other building characteristics will be consistent with Warehouse/ Distribution properties such as loading docks, dock-high doors, and high clear heights, with an addition of high-tech characteristics such as non-medical labs, showrooms, and retail. Excluded from this category are Office Showroom, Light Manufacturing, Medical Research Laboratories, Incubator Laboratories, Medical Centers/ Offices, Retail Showrooms, and Data Storage Centers.

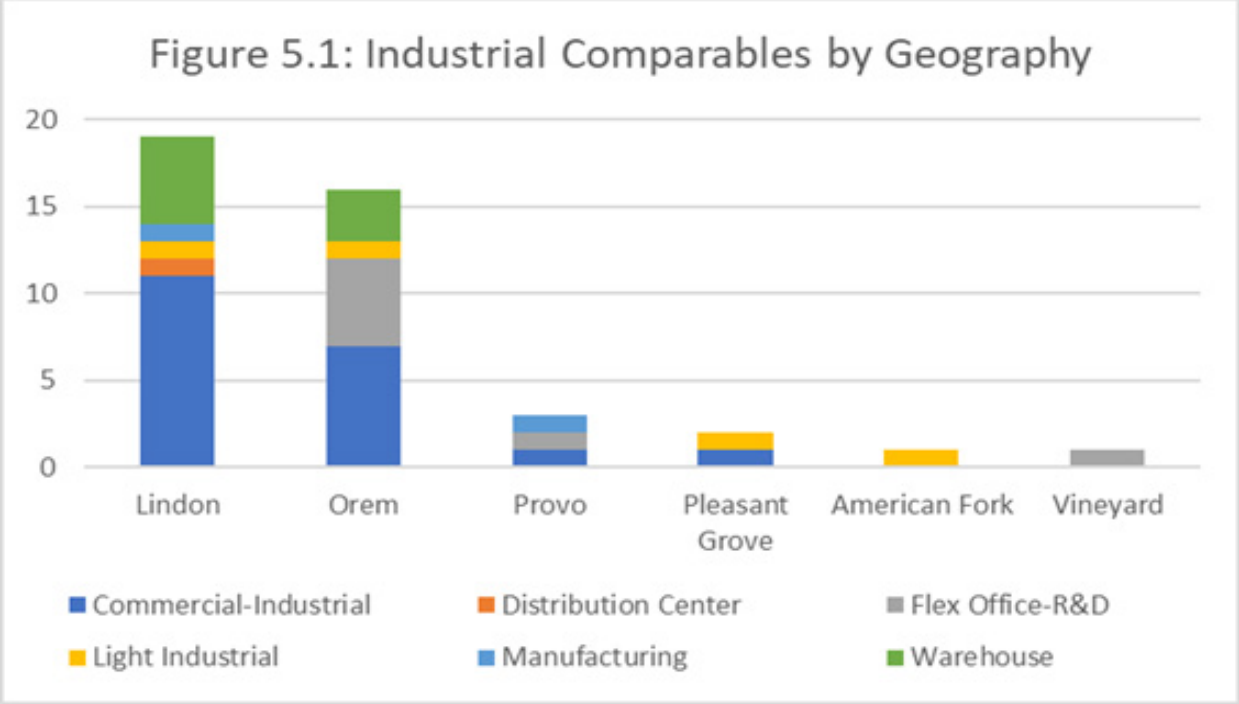
As presented in Figure 5.1 below, forty-five (45) sales transactions were recorded in the search area between 2011-2017. The most common transaction by property type were Commercial/Industrial buildings (20), followed by Warehouses (8), Flex Office/R&D (7), Light Industrial (4), Commercial Building (3), Manufacturing (2), and Distribution Center (1).

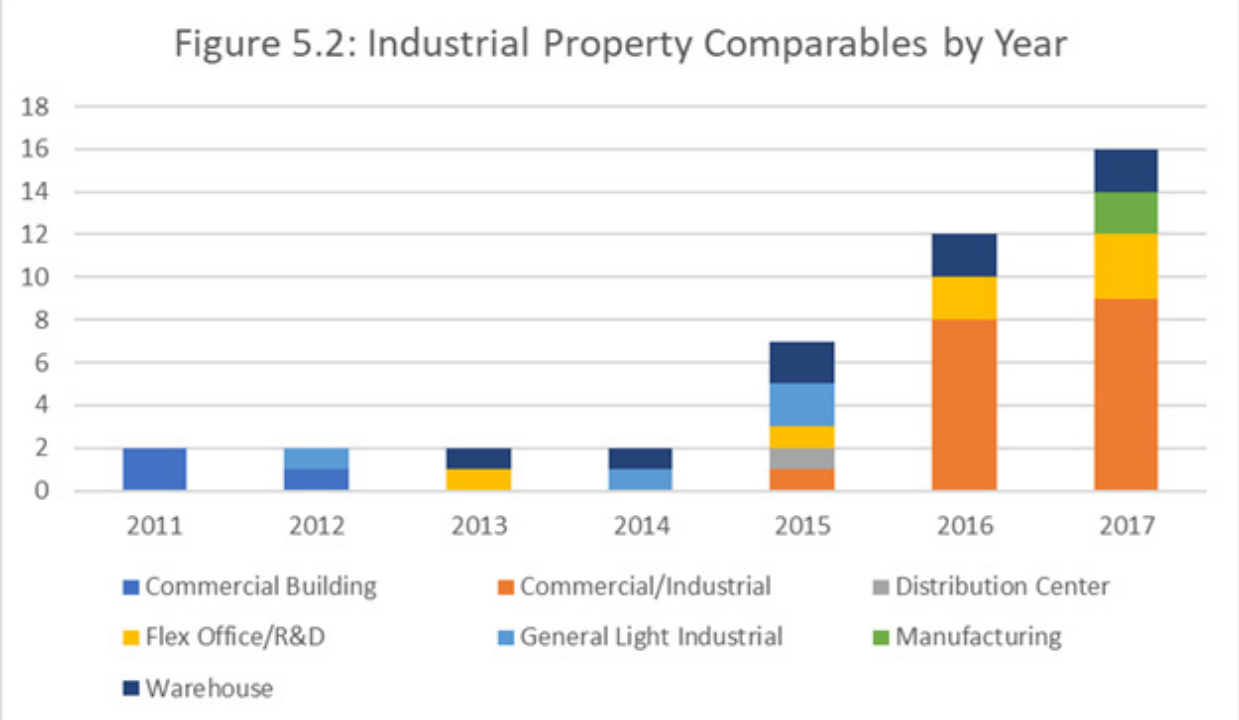
Lindon City, which adjoins Orem to the north, had the largest number of industrial comparables (19) followed closely by Orem (18). Orem had the largest number of Flex Office/R&D comparables of all the locations. The Flex Office/R&D comparables in Orem are all located in an area directly adjoining the catalyst sites on Industrial Park Road.

The figures on the following page presents the industrial comparable transactions by city and by year, demonstrating a dramatic growth in transactions year over year with the largest number of industrial comparable transactions (16) happening in 2017.

Table 5.1: Industrial Comparables by Geography (2011-2017)

Industrial Property Sales 2010-2018								
	Property Type							
City	Comm. Bldg.	Comm.-Industrial	Dist. Center	Flex Off.-R&D	Light Industrial	Mfg.	Whse.	**Total**
Lindon	-	11	1	-	1	1	5	**19**
Orem	2	7	-	5	1	-	3	**18**
Provo	1	1	-	1	-	1	-	**4**
Pleasant Grove	-	1	-	-	1	-	-	**2**
American Fork	-	-	-	-	1	-		**1**
Vineyard	-	-	-	1	-	-	-	**1**
Total	**3**	**20**	**1**	**7**	**4**	**2**	**8**	**45**
Source: Reis, Inc.								


Figure 5.1: Industrial Comparables by Geography
20
15
10
5
0
Lindon
Orem
Provo
Pleasant Grove
American Fork
Vineyard
Commercial-Industrial
Distribution Center
Flex Office-R&D
Light Industrial
Manufacturing
Warehouse


Figure 5.2: Industrial Property Comparables by Year
18
16
14
12
10
8
6
4
2
0
2011
2012
2013
2014
2015
2016
2017
Commercial Building
Commercial/Industrial
Distribution Center
Flex Office/R&D
General Light Industrial
Manufacturing
Warehouse

RETAIL COMPARABLES

Retail rent comparables include multi-tenant neighborhood and community shopping centers of 10,000 square feet or more. A total of nineteen (19) such neighborhood and community shopping centers were identified in the 5-mile radius search area around the catalyst sites, including fourteen (14) in Orem, 4 in Provo and 1 in Pleasant Grove. Rent at these retail centers varies between $10 and $27.55 per square foot for non-anchor tenants, with the most expensive space being located along University Pkwy. in Orem. These are shown in Figure 5.2 below.

OFFICE COMPARABLES

Office rent comparables include multi and single tenant buildings of 15,000 square feet or more. A total of thirty (30) such developments were identified in the 5-mile radius search area around the catalyst sites, including fourteen (14) in Provo, 6 in Orem, 5 in American Fork, 3 in Lindon, and 2 in Pleasant Grove. Rent at these retail centers varies between $11.44 and $22.83 per square foot. These are shown in Figure 5.3 below.

Existing office space in the Geneva Road Corridor (VIa Motors)



Table 5.2: Retail Comparables (2011-2017)

Comparable Group Summary Stats				
Description	**Low**	**Mean**	**Median**	**High**
Current Asking Rent/SF (Anchor)($)	7.59	11.76	12.39	16.95
Current Asking Rent/SF (Nonanchor)($)	10.00	17.76	17.00	27.55
Current Vacancy Rate (%)	0.0	4.5	6.2	26.3
Operating Expenses/SF ($)	1.24	3.01	3.36	4.68
Property Size (SF)	10,684	116,221	111,615	350,000
Year Built	1964	1985	1986	2009

Source: Reis, Inc.

Table 5.3: Office Comparables (2011-2017)

Comparable Group Summary Stats				
	Low	**Mean**	**Median**	**High**
Current Asking Rent/SF ($)	11.44	19.30	19.04	22.83
Current Vacancy Rate (%)	0.0	22.5	2.9	100.0
Operating Expenses/SF ($)	2.41	5.91	5.62	10.61
Property Size (SF)	11,350	40,517	32,260	128,881
Real Estate Taxes/SF	.84	1.68	1.48	2.68
Year Built	1995	1998	1998	2000

Source: Reis, Inc.

5.5 Key Informant Interviews

The second half of the market analysis began in January 2018 with BRS, Inc. working with local real estate developers, property owners and institutional leaders to gather information and identify economic development challenges and opportunities as they relate to the Geneva Area, as well as potential opportunities for changes in the area that could spur the highest and best forms of redevelopment. The purpose of the key informant interviews was to learn from the experiences and observations of economic development leaders beyond the City and the Steering Committee.

FINDINGS

BRS asked interviewees how they perceived the relative market strengths of the Geneva Road corridor relative to other parts of the City and region and where they saw opportunities for new market-based commercial and industrial development in the Geneva Road corridor, and how possible environmental contamination from historic industrial uses in the area threatened redevelopment of the area. The sections below reflect the responses of interviewees to these questions.

Current Assets

The Geneva Road area currently has many assets, including its huge student population and adjacent location to nearby Vineyard. In addition, the Geneva Road area also already contains much of the infrastructure needed for development, eliminating the often lengthy and expensive process of installing new infrastructure. The Geneva Road area is located near many central roads, including I-15, 800 North, Center Street, and University Parkway, which promotes ease of accessibility in the area and visibility of developments from major thoroughfares. In addition, many companies locate to Utah County because of high quality of life, personal connections to the area, or desire to hire local residents, and Geneva Road's recent influx in development provides a strong foundation for attracting additional development to the area.

Opportunities

The Geneva Road area presents many opportunities for development. As highlighted earlier in this report, the City has nowhere left to grow except to redevelop existing properties. The Geneva Road area provides great redevelopment potential. In addition, there is strong demand for industrial development in both flex/office space and warehouse distribution space as shown by the fact that industrial rents are at an all-time high and industrial vacancies are at an all-time low. If the City can tackle this remediation ahead of the curve, then the City will likely be ahead of the demand curve from a development perspective. Some ways that these opportunities could be turned into strengths is by accessing public funding for brownfield assessment and cleanup and working towards attracting companies from the Point of the Mountain or other areas as they are priced out.

Challenges

There are several challenges that this region faces. First, many of the available properties are potentially contaminated and not visually aspirational. Many people think of Geneva Road as a "second choice area." While there is good connectivity to major roads, the area itself does not provide good accessibility to businesses and other developments. These weaknesses have led some to believe that property prices are inflated along the corridor and do not reflect the true market value. Another challenge is related to the tendency for people to develop where it's easiest first before developing in more difficult or expensive sites, such as brownfield sites. If a tenant has a choice between a green site or a brownfield site, it's likely that the tenant will develop the greenfield site. Ensuring that there are proper incentives in place for development within the Geneva Road area will be key to diminishing this threat. While these challenges may impact the development of this corridor, the recent successful development of neighboring Vineyard provides a great example of how to turn a challenge into an opportunity.

Summary

Geneva Road presents many strengths and opportunities but is also hindered by a few substantial weaknesses and threats. Collaborating with city officials, developers, and other stakeholders to incentivize development within this area will be key to encouraging sustainable development that promotes this area's potential for becoming a hub for flex/office space and warehouse distribution space. The Geneva Road corridor already contains the backbones necessary for development; with a few additional improvements in street connectivity and brownfield remediation where applicable, the Geneva Road area has the potential to become a significant driver of economic activity in Orem and the region.

Figure 5.3: Opportunity - New industrial development in the Geneva



Figure 5.4: Threat - The Nitrogen Plant in Vineyard as viewed from West 1200 North in Orem (in process of being decommissioned).




RIDE TRAX
UTA
CINEMA THEATRES



REDEVELOPMENT

6.1 Development Concepts

The planning team evaluated a number of different redevelopment alternatives for key sections of the planning area, identified as districts, in order to address a need for high quality industrial, commercial and commercial mixed-use development that

- Supports remediation of current and former industrial sites;
- Provides jobs for Orem residents;
- Contributes to the City's tax base;
- Improves the overall appearance of the corridor; and
- Creates a well-defined sense of place.

The City and Consultant Team conducted robust public engagement over the summer of 2018 to formulate and revise the development scenarios shown on the following pages. Residents, business owners, property owners and other stakeholders had the opportunity to compare scenarios and vote for preferred scenarios as part of public outreach that occurred throughout summer 2018. The final redevelopment scenarios reflect this public input.

For digital engagement, the City launched a dedicated Imagine Orem plan website, www.imagineorem.org, where members of the public could obtain information on the plan, timeline, background documents and opportunities for providing feedback. Similar information was also provided through the City's website and Facebook page. Planning staff also conducted outreach at the Orem's SummerFest event in June 2018, and directed residents and property owners to the new digital platforms to engage with the planning process. The City later distributed a mail and online survey to all properties within the plan boundaries in July and August 2018, with over 400 respondents participating. Their responses are shown in Figure 6.3 on the following page.

Finally, on September 13, 2018, the City and Consultant team presented the development concept to major community stakeholders at a Steering Committee Meeting for review, discussion and comment. Later that evening a second public open house was held at Telos U where members of the public could view and engage with the planning team on the various scenarios, and provide feedback for revision. A dedicated children's activity was also provided for young people to identify their own vision for the redevelopment of the Geneva Road corridor.

Ultimately, three (3) preferred alternatives, identified as "districts" were selected. The three districts proposed for the Geneva Road corridor are the following:

Proposed Geneva Road Districts

1. Gateway District - Geneva Road and 1600 N
2. Geneva Crossing District - Geneva Road and 800 N
3. Geneva Center District - Geneva Road and Center St

Figure 6.1: Community members discuss development concepts with planner at Open House

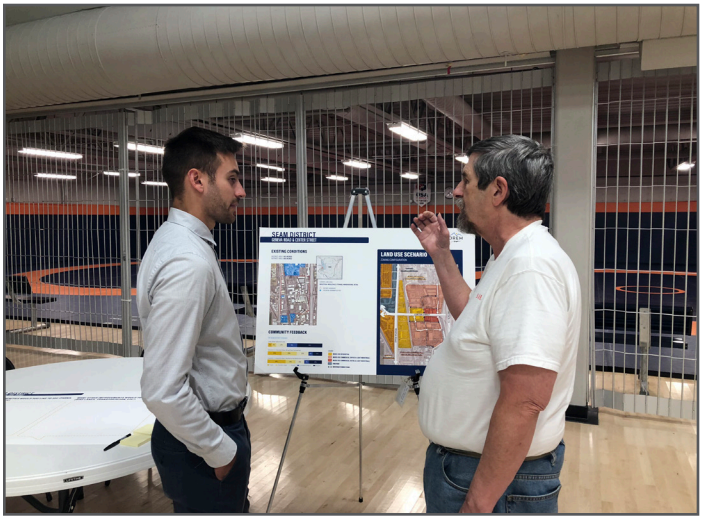




Figure 6.2: Proposed Districts

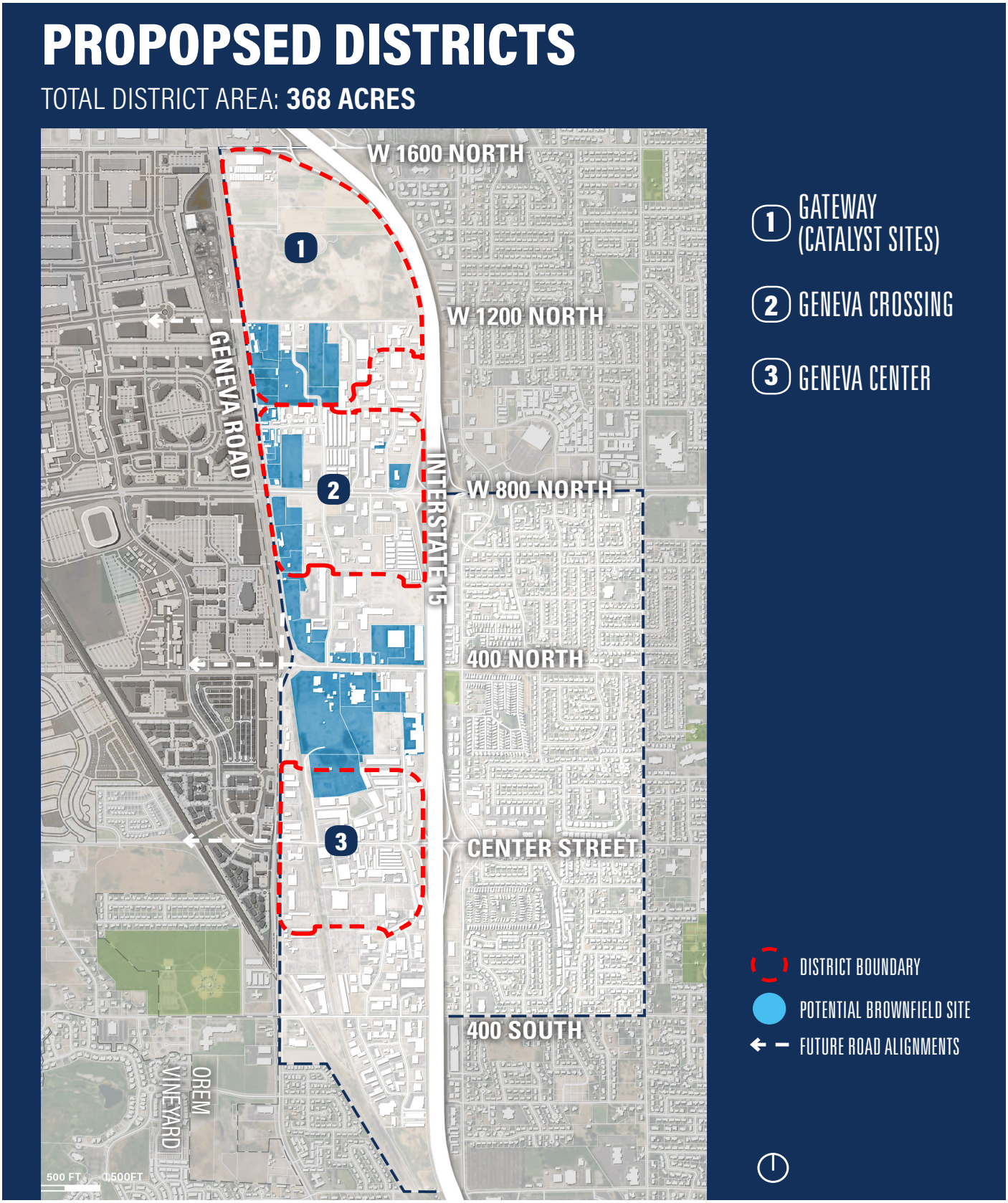
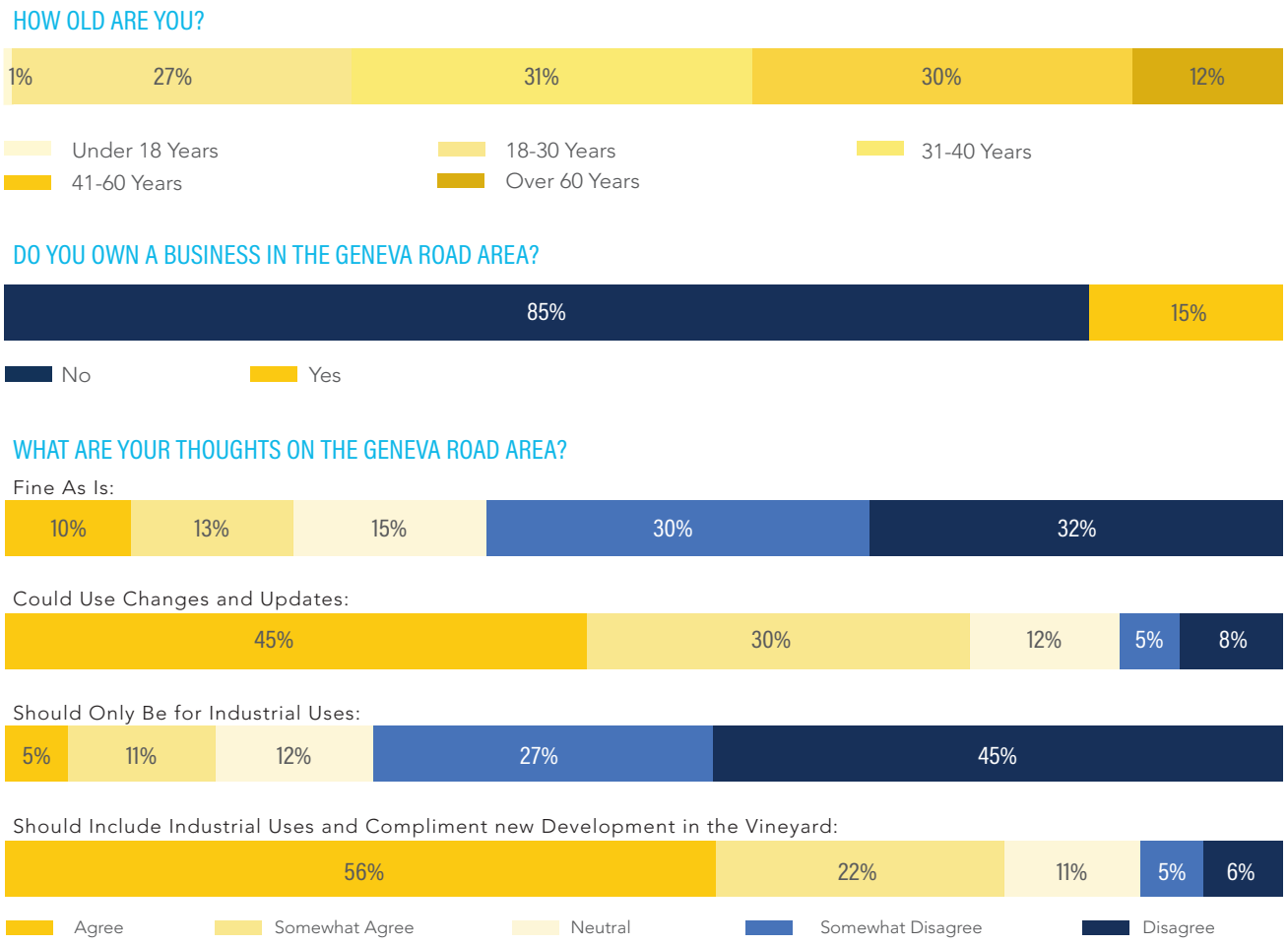


Figure 6.3: Responses from the public



WHAT PEOPLE SAID

"Parks, walking and biking trails, recreational areas near the lake, controlled growth, walkable neighborhoods, safe neighborhoods."

"It needs to be cleaned up, look inviting for the new development, yet still maintain the thoroughfare that people have enjoyed for years as an alternate commuter highway."

"Shopping Centers, Markets, Restaurants, take some of the congestion away from University Place and State St."

"The roads are not the best, and there is little for those working down there. They should have more food options, etc."

"I would like a more bike/pedestrian friendly road."

"More dense walkable communities with mixed-use development, including light industrial."

"More complementary uses to development in Vineyard."



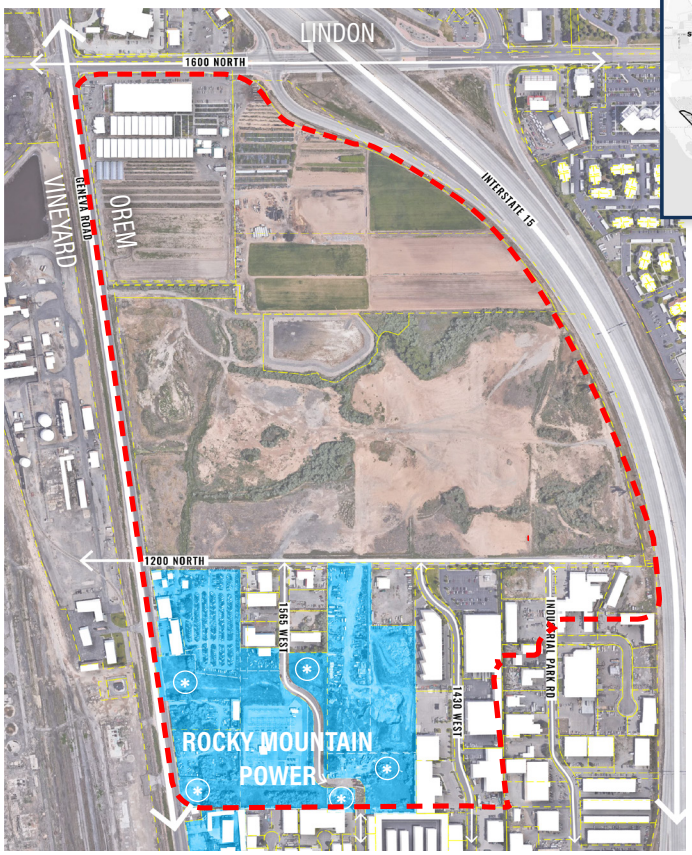
Figure 6.4: Young people work on vision for Geneva Road at Open House

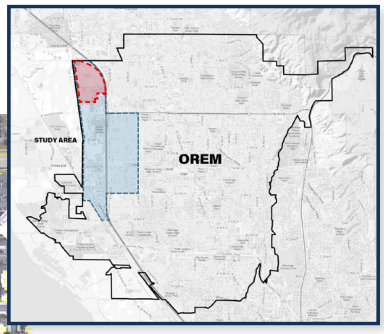
62

6.2 Gateway District

EXISTING CONDITIONS

CATALYST SITE AREA: **6.7 ACRES**
DISTRICT AREA: **160 ACRES**



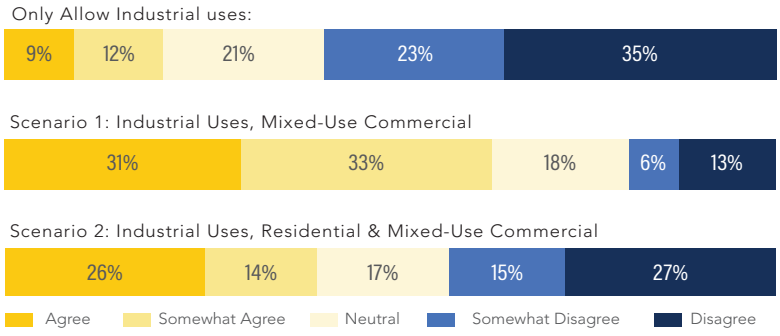


CURRENT LAND USES:
UTILITY, AUTOMOTIVE & MECHANICAL, AGRICULTURE

- DISTRICT BOUNDARY
- POTENTIAL BROWNFIELD SITE
- CATALYST SITE

COMMUNITY FEEDBACK

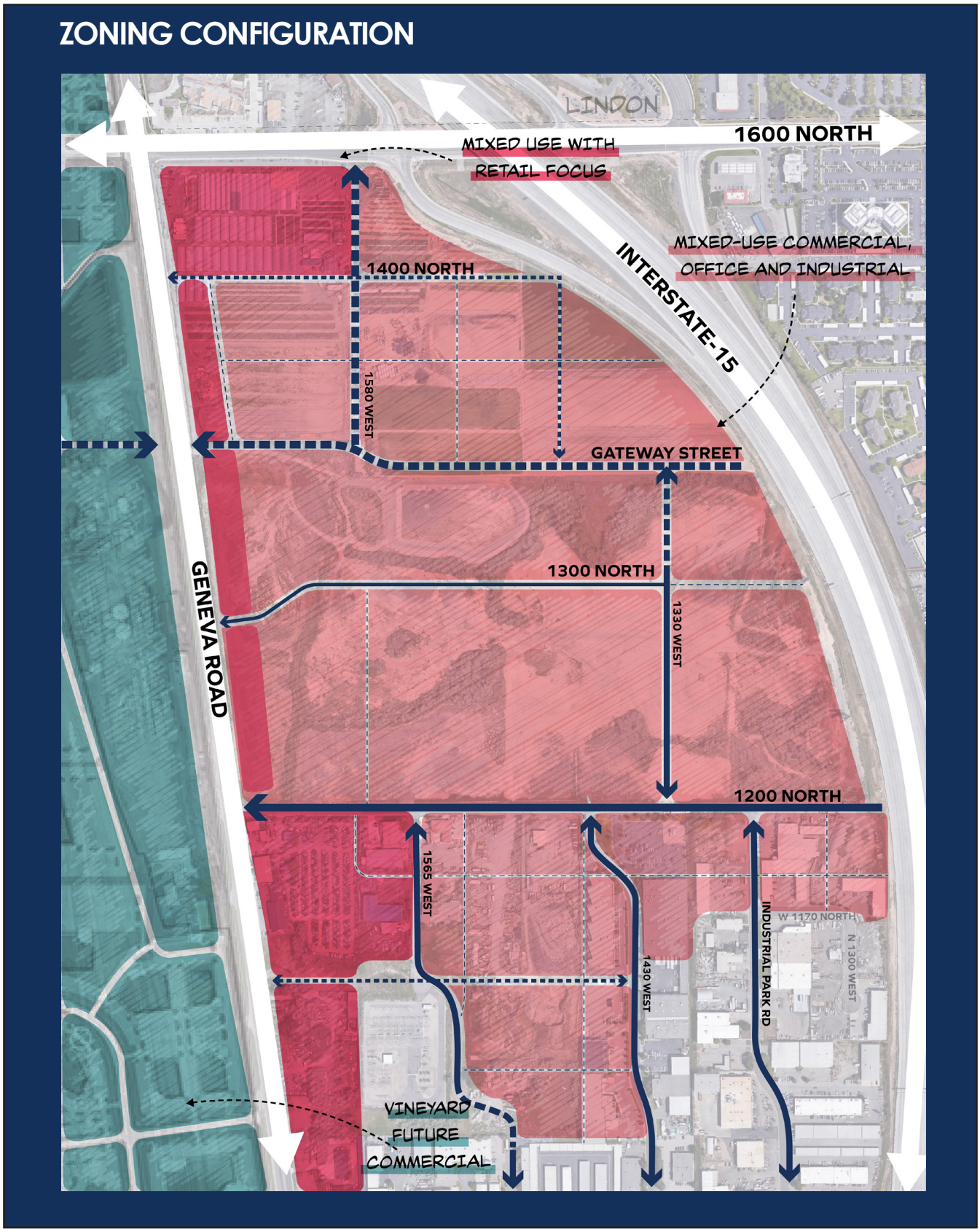
THE GATEWAY DISTRICT FEEDBACK



LEGEND

- **MIXED USE RESIDENTIAL**
- **MIXED USE COMMERCIAL (OFFICE & LIGHT INDUSTRIAL)**
- **MIXED USE COMMERCIAL (RETAIL & LIGHT INDUSTRIAL)**
- **VINEYARD**
- **PROPOSED CIRCULATION**
- **EXISTING CIRCULATION**
- **INTERNAL CIRCULATION**

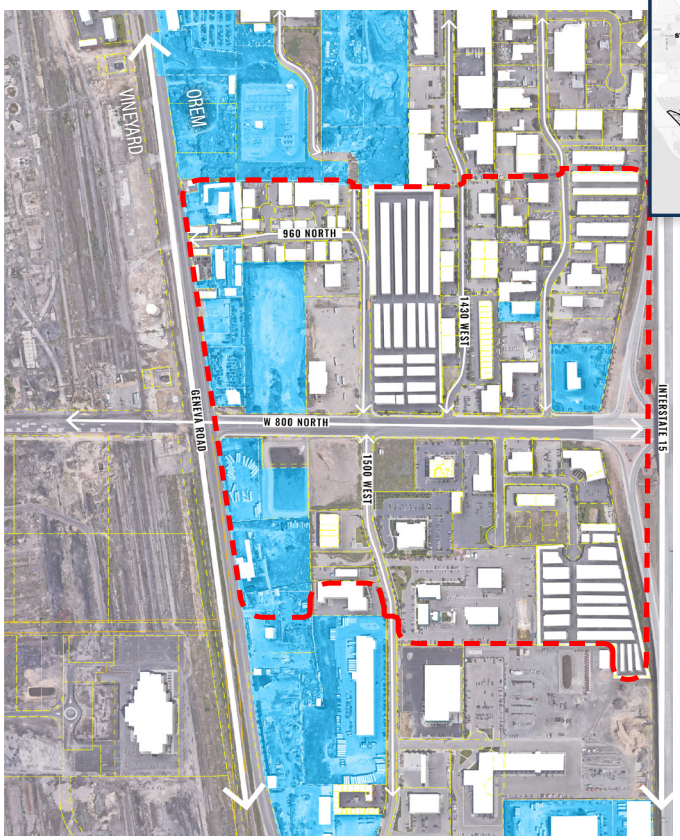
Figure 6.5: Proposed zoning configuration for the Gateway District

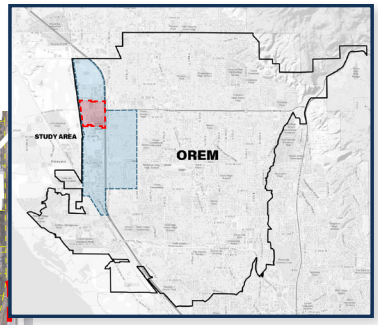


6.3 Geneva Crossing District

EXISTING CONDITIONS

DISTRICT AREA: **105 ACRES**
DISTRICT AREA: **160 ACRES**



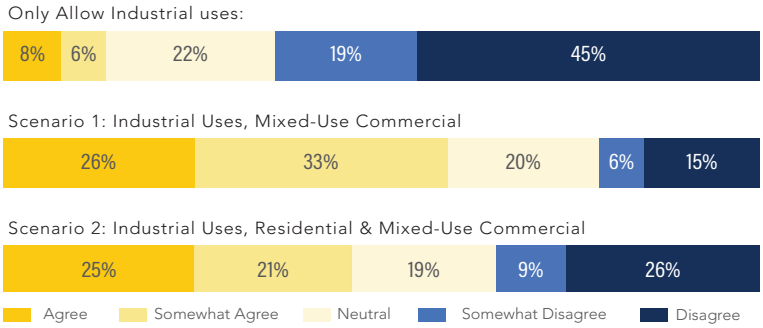


CURRENT LAND USES:
RECYCLING, STORAGE, OFFICE, AUTOMOBILE SALES AND REPAIR

DISTRICT BOUNDARY
POTENTIAL BROWNFIELD SITE

COMMUNITY FEEDBACK

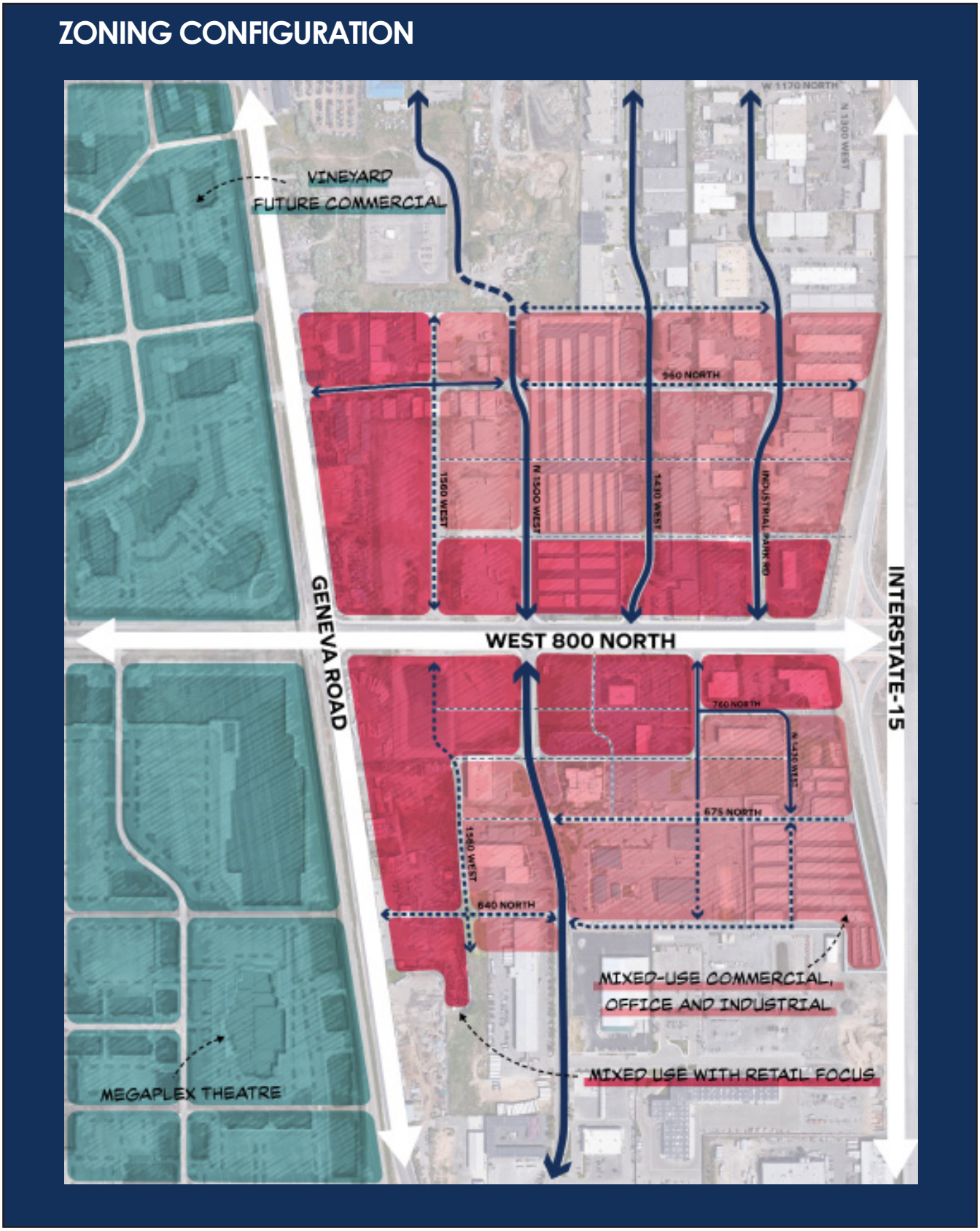
THE GENEVA CROSSING DISTRICT FEEDBACK



LEGEND

- **MIXED USE RESIDENTIAL**
- **MIXED USE COMMERCIAL (OFFICE & LIGHT INDUSTRIAL)**
- **MIXED USE COMMERCIAL (RETAIL & LIGHT INDUSTRIAL)**
- **VINEYARD**
- **PROPOSED CIRCULATION**
- **EXISTING CIRCULATION**
- **INTERNAL CIRCULATION**

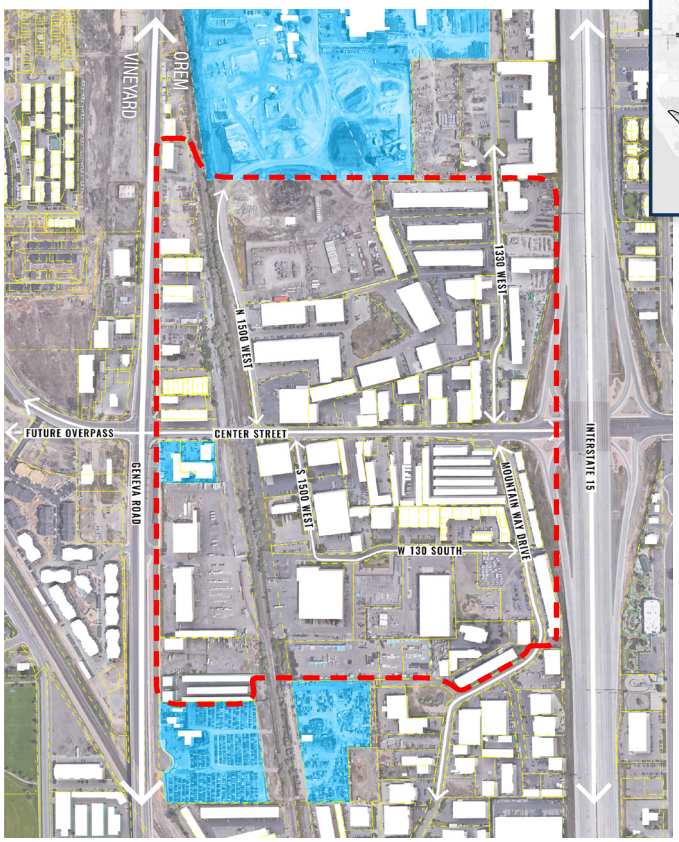
Figure 6.6: Proposed zoning configuration for the Geneva Crossing District

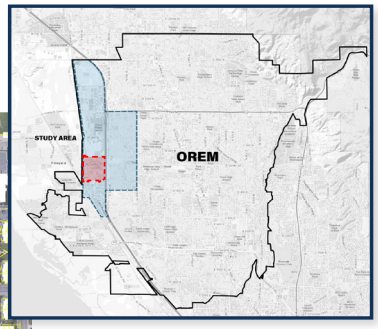


6.4 Geneva Center District

EXISTING CONDITIONS

DISTRICT AREA: **103 ACRES**
DISTRICT AREA: **160 ACRES**



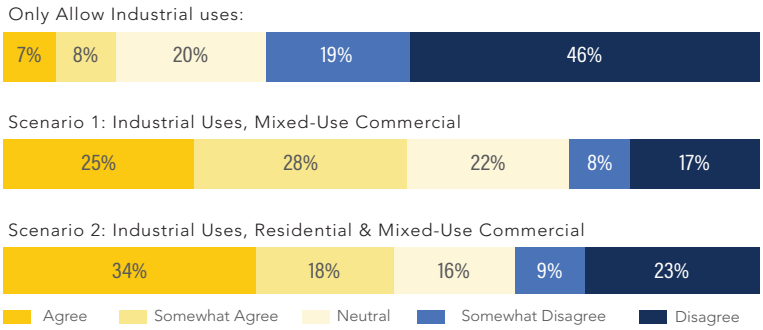


CURRENT LAND USES:
INDUSTRIAL WHOLESALE, STORAGE, WAREHOUSING, RETAIL

DISTRICT BOUNDARY
POTENTIAL BROWNFIELD SITE

COMMUNITY FEEDBACK

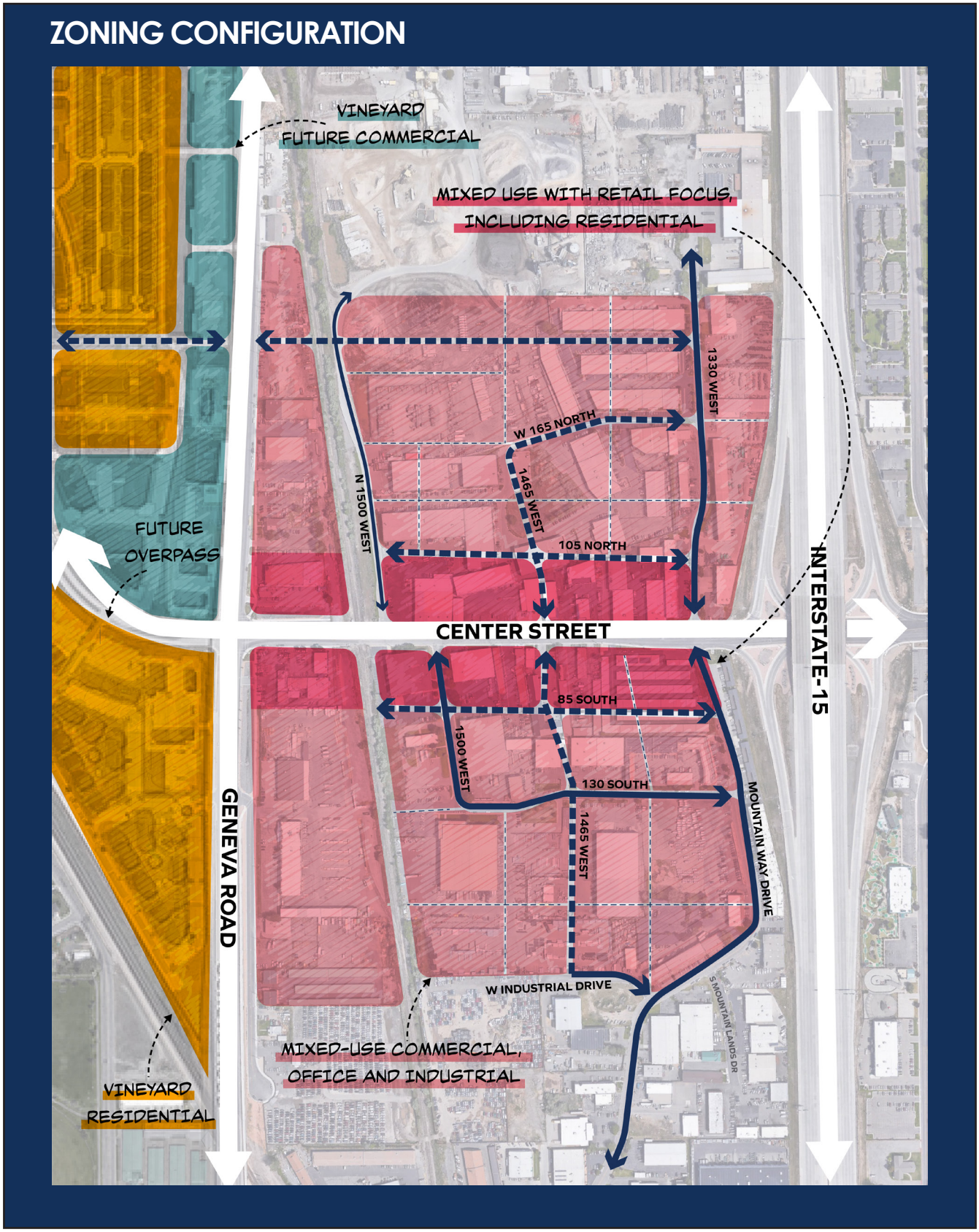
THE SEAM DISTRICT FEEDBACK



LEGEND

- **MIXED USE RESIDENTIAL**
- **MIXED USE COMMERCIAL (OFFICE & LIGHT INDUSTRIAL)**
- **MIXED USE COMMERCIAL (RETAIL, LIGHT INDUSTRIAL, RESIDENTIAL)**
- **VINEYARD**
- **PROPOSED CIRCULATION**
- **EXISTING CIRCULATION**
- **INTERNAL CIRCULATION**

Figure 6.7: Proposed zoning configuration for the Geneva Center District




RIDE TRAX
UTA
CINEMA THEATRES



RECOMMENDATIONS

7.1 Recommendations

The City of Orem is well-positioned to implement the redevelopment recommendations of the **Imagine Orem: Geneva Road** plan.

The **Imagine Orem: Geneva Road** plan calls for infill development aligned with the redevelopment concepts described in the preceding chapter. Many of the steps necessary to realize redevelopment of identified brownfield sites depend on actions taken in the private market; however, there are steps the City and its partners can take to prepare the sites for the end use envisioned.

The section that follows identifies specific action items needed to implement the plan in accordance with this plan's goals.

Goals

- Stimulate economic development
- Facilitate reuse of existing infrastructure
- Protect valuable commercial and industrial properties while preserving green space, recreational property, or other community uses
- Increase sustainable and equitable development opportunities

GOAL 1: Stimulate Economic Development

1.1 Create a well-defined sense of place that is compatible with the new development in Vineyard.

The Orem side of Geneva Road currently lacks any distinct identity. However, there is an important opportunity through this planning process to develop a strong sense of place for Geneva Road that capitalizes on the area's industrial heritage as an asset and position the corridor as an attractive destination for new businesses to locate. In order to create a well-defined sense of place that is compatible with the new development in Vineyard, the City of Orem should continue to develop and implement a cohesive and recognizable brand for Geneva Road, and leverage this brand to demonstrate the interconnectivity of Geneva Road with other neighborhoods in the City of Orem.

1.2 Market brownfield sites to developers in order to catalyze redevelopment.

The Geneva Heights, Orem Park and Sunset Neighborhood plan encourages business development in the Geneva Road area to provide a source for local jobs and to add to sales tax and property tax revenue for the entire City. In order to encourage business development, the City's Redevelopment Services and EDC Utah could work together to aggressively market underutilized sites in order to catalyze high quality business development that is consistent with the redevelopment scenarios proposed. The City, EDC Utah and other entities may be able to provide incentives to new companies looking to re-locate to Geneva Road; existing companies looking to grow at their Geneva Road location; and startups trying to get off the ground considering space in Geneva Road. In addition, the City may look into using its Redevelopment Agency to evaluate and implement tax increment financing areas.

1.3 Establish a business incubator or start-up space on Geneva Road.

The Geneva Road corridor should capitalize on its proximity to UVU, a high-quality educational institution, and their connection to start-ups and talent. Representatives of the University have participated in the planning process through the market study and the plan Steering Committee. It is recommended that the City continue to work with the UVU Business Resource Center to investigate the possibility of establishing a second incubator space in the Geneva Road Area. In addition, the City and UVU can work together to encourage start-ups to locate in Geneva Road.

1.4 Improve neighborhood character and appearance.

An overwhelming number of survey respondents called for the beautification of the Geneva Road corridor. Respondents primarily identified opportunities in the area of improved landscaping, building aesthetics, and site cleanliness. In order to improve neighborhood character, the City of Orem should encourage private property owners to improve the appearance of existing developments by enforcing required site maintenance and landscaping regulations of the existing Zoning Code. In addition, the City's Planning Division could work with the City's Beautification Commission to help business owners to improve or maintain their business and property in a manner that enhances the community.

GOAL 2: Facilitate Re-use of Existing Infrastructure

2.1 Strategically manage access to parcels in the Geneva Road area.

Future transportation modeling suggests that Geneva Road needs to become an expressway in order to handle the volume of traffic utilizing the roadway. Because of this, the City's focus is on moving traffic through the area, while controlling access to individual parcels fronting Geneva Road in accordance with the Access Management Plan executed by UDOT. This is consistent with responses to the City's survey which revealed that stakeholders want safe and well-managed access to the area, specifically for large trucks. Therefore, it is recommended that new developments have a single shared access that is right in/right out in accordance with the Access Management Plan. For a mid-block property, Orem would work with UDOT to get access at that location and require that there is a reciprocal access north or south that would be tied into adjacent properties.

2.2 Re-align and widen sections of Geneva Road.

A significant number of survey respondents called for the widening of Geneva Road and re-alignment of the roadway near the intersection with 400 North. Similarly, in the Geneva Road Environmental Impact Statement and Section 4(f) Evaluation prepared in March 2009, UDOT identified the Geneva Road Alternative as the alternative which best meets the purpose and need for the project and includes measures to minimize impacts to critical environmental resources. These include:

- Roadway improvements to add travel lanes as required to meet LOS D in the year 2030.
- Intersection improvements such as adding turn lanes, to meet LOS D for peak hour traffic conditions in the year 2030.
- Cross-section improvements to meet minimum standards and/or more desirable standards in most locations.
- Improvements to the horizontal alignment at 400 North in Orem to remove or alter the S-curve so as to meet design standards for the posted speed limit.

Therefore, this plan recommends implementation of the re-alignment and widening actions proposed by UDOT in conjunction with the City of Orem.

2.3 Improve connectivity and functionality of street network.

Survey respondents indicated the need for better access across the project area from east to west and improvement of the functionality of the City's street network. Similarly, the Aspen Timpview neighborhood plan calls for better access management for new developments and utilization of major thoroughfares for traffic from new development. The City and UDOT should improve when practical upon the existing Geneva Road street network as the primary infrastructure backbone to support redevelopment by implementing the street connectivity map shown in Figure 4.6 for the Geneva Road area that is consistent with the development concepts described in Figures 6.4-6.6. This map utilizes the classifications from the Transportation Master Plan and identifies signalized intersections and areas with mid-block access per UDOT's access management plan. It also recommends an overpass over I-15 on 1200 North. The proposed streets are primarily the ones included in the redevelopment concepts shown above.

Figure 7.1: City of Orem sign on Center Street in the Suncrest neighborhood



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2.4 Enhance pedestrian and bicycle access to the Geneva Road corridor.

A significant number of survey respondents called for a bike path or multi-use trail to improve access to the project area for bicyclists and pedestrians. This is supported by the Aspen Timpview Neighborhood Plan, which calls for increasing the network and improving the quality of bike and walking paths in the area, and the 2010 Orem City Bicycle and Pedestrian Plan. Therefore, it is recommended that Geneva Road should contain an on-road bike lane with no parking, and a sidewalk on the east side of the road to further enhance the City's bicycle and pedestrian network. In addition, a new leg of the bicycle network is recommended that would consist of a multi-use off-road trail running adjacent to Geneva Road and then traveling south along the section of the future decommissioned Union Pacific Railroad spur. Orem and UDOT should install adequate lighting as part of this and other future bicycle and pedestrian improvements.

GOAL 3: Protect Valuable Commercial and Industrial Properties While Preserving Green Space

3.1 Introduce a new Mixed-Use Industrial District.

Introduce a new zoning designation – where appropriate – in the Geneva Road corridor for properties contained within the redevelopment scenarios above where a mix of commercial, industrial and second-floor residential uses are envisioned. This "mixed-use industrial" district would allow for commercial and residential development in areas that were traditionally industrial but are attractive to developers who want to mix light-industrial space with office and residential uses. Developers would be required to include a commercial use on the first floor or as a percentage of the entire building area so as not to displace valuable commercial and industrial space with 100% residential buildings, which are not desired in this area. In addition, this District will support industrial users that have a mix of office, light manufacturing, technology and research and development and other supporting uses that are not traditionally industrial in nature, but are necessary to include within the same buildings.

3.2 Establish design guidelines.

The creation of a new mixed-use industrial district should include a comprehensive analysis of density, parking standards, and the establishment of new design guidelines. The forms of the structures that are desired for modern industrial users may be distinct from the older stock of buildings that exist in the Geneva Road corridor. Therefore, it is recommended that the mixed-use industrial district include design guidelines that will ensure brownfields sites are redeveloped in a manner that is responsive to the City's vision for mixed-use redevelopment of the Geneva Road area. This may entail articulating zoning requirement beyond bulk standards to address building types, diversity, architectural details, landscaping and street furniture.

It is also recommended that the City develop separate design standards unique to the three proposed Districts within the Geneva Road area. These standards should be built into the zoning ordinance and include guidelines for new commercial, industrial, and mixed-use development or re-development within the District areas. The standards would be intended to maintain the City's vision for mixed-use development in these districts while also providing opportunity for the development of office, retail, industrial, and residential uses.

3.3 Protect current and future industrial users

One of the fundamental purposes of the existing and recommended zoning changes in the Geneva Road corridor is to protect the industrial uses from intrusion by other uses. This is critical as the Geneva Road corridor has the only industrially-zoned land in the City of Orem, and provides valuable jobs and business enterprise to Orem residents. Therefore, any commercial and mixed-use developments seeking to locate in the new mixed-use industrial district should be compatible with existing industrial users and serve the needs of the corridor's business and residential users.

3.4 Strengthen industrial performance standards in Districts

Orem's current Zoning Code details miscellaneous regulations and special provisions for uses within the M1 and M2 zones that are primarily related to ensuring that industrial uses that occur on a particular lot do not present a nuisance or constitute a blighting influence on the surrounding area. In the areas of the plan area that are to remain industrially-zoned M1 and M2, it is recommended that the City strengthen Ordinance standards so that industrial uses are compatible with the commercial activity that supports these industries. Together with the existing landscaping requirements and proposed new design guidelines, enhanced performance standards that establish caps on nuisance generation will provide security that industrial users will not create otherwise typical negative externalities on surrounding properties.

GOAL 4: Increase Sustainable and Equitable Development Opportunities

4.1 Build momentum on site redevelopment by assisting property owners to address potential contamination.

In developing the brownfield inventory for the Geneva Road corridor, over 56 individual parcels were identified as having presence or potential presence of a hazardous substance, pollutant or contaminant. In conducting the market study, many developers said that they did not pursue these sites because of the time and costs involved with conducting the necessary assessment and cleanup. Further, any bank would require an assessment to be completed in order to provide financing. To address this issue, the City should work to assist owners of brownfields properties with obtaining funding for assessment of brownfield sites. One potential resource is the EPA's Brownfield Assessment grants, applications for which have been accepted annually. Another is the EPA's Targeted Brownfields Assessment Program which provides direct technical assistance for the assessment of brownfield sites.

4.2 Streamline Municipal Resources for Brownfield Property Owners

The City should consider providing a "one-stop shop" in the City's Development Services Department to serve as a resource for property owners and developers seeking information on the redevelopment of brownfield sites. This resource can:

- Provide information on potential sources of technical assistance, funding and other support;
- Facilitate permitting and development review; and
- Facilitate communication between private developers and state/federal environmental regulatory agencies.

Strategies for cleaning up – or remediating – a brownfield site will vary from site to site; however, providing professional support to interested property owners to understand applicable regulations and identify resources will be essential to ensuring the success of Orem's future brownfield redevelopment projects.

4.3 Install street trees and other green infrastructure along Geneva Road, where appropriate.

Because Geneva Road functions as the gateway to the City of Orem from the north and south, it is recommended that the city actively pursue the planting of street trees within the Geneva Road corridor when practical. Street trees improve the visual appearance of a community, calm traffic, reduce storm water runoff, improve air quality, and create a more inviting environment for pedestrians. Further, a large number of survey respondents requested the installation of trees, flowers and other plantings "to create a sense of warmth and welcome" in this area of Orem. The City's Planning Division can collaborate with partners such as the Urban Forestry Program and Beautification Commission to coordinate the efforts to plant more trees.

4.4 Identify locations for future open space conservation in the Geneva Road area.

A number of survey respondents called for the provision of open space or parkland somewhere in the Geneva Road area and for requiring the inclusion of green space in new developments. According to the EPA, brownfield redevelopment provides an opportunity to re-purpose underutilized properties as valuable open or greenspaces. Meanwhile, open land can provide aesthetic, recreational and quality-of-life advantages that complement economic benefits to brownfield redevelopment. One of the goals of the City of Orem's 2017 Parks, Recreation, Trails, and Open Space Master Plan is the securement and expansion of open space near the Utah Lake shoreline. Therefore, the City should identify locations in the Geneva Road area, such as the storm drain basin by the Williams Farm, where open spaces can be incorporated into new development in accordance with the Parks, Recreation, Trails and Open Space Master Plan.

7.2 Partnerships

The Imagine Orem: Geneva Road Brownfield Area-Wide Plan has been beneficial in two primary ways: first, as a tool to help the community build capacity through inventories and prioritization of these sites; and secondly, to help convene the community in an inclusive process to develop the partnerships needed to leverage resources for the benefit of specific redevelopment projects.

It is critical to continue these efforts in order to facilitate site assessment, cleanup and eventual redevelopment of the three (3) proposed districts on Geneva Road. The actions and resources needed to realize the redevelopment scenarios described in this plan varies for each of the districts depending on site ownership and proposed redevelopment.

The City of Orem will lead implementation of the Imagine Orem: Geneva Road in coordination with the property owners and stakeholder groups represented on the plan Steering Committee. Plan implementation will also be closely coordinated with the State Street Master Plan and the ongoing investments being made in the corridor's transportation infrastructure.

- City of Orem: The City of Orem, under the leadership of Mayor Richard Brunst, plays an integral role in strengthening communities and revitalizing neighborhoods in the Geneva Road corridor. The City has been a key partner in all phases of the Imagine Orem: Geneva Road plan.

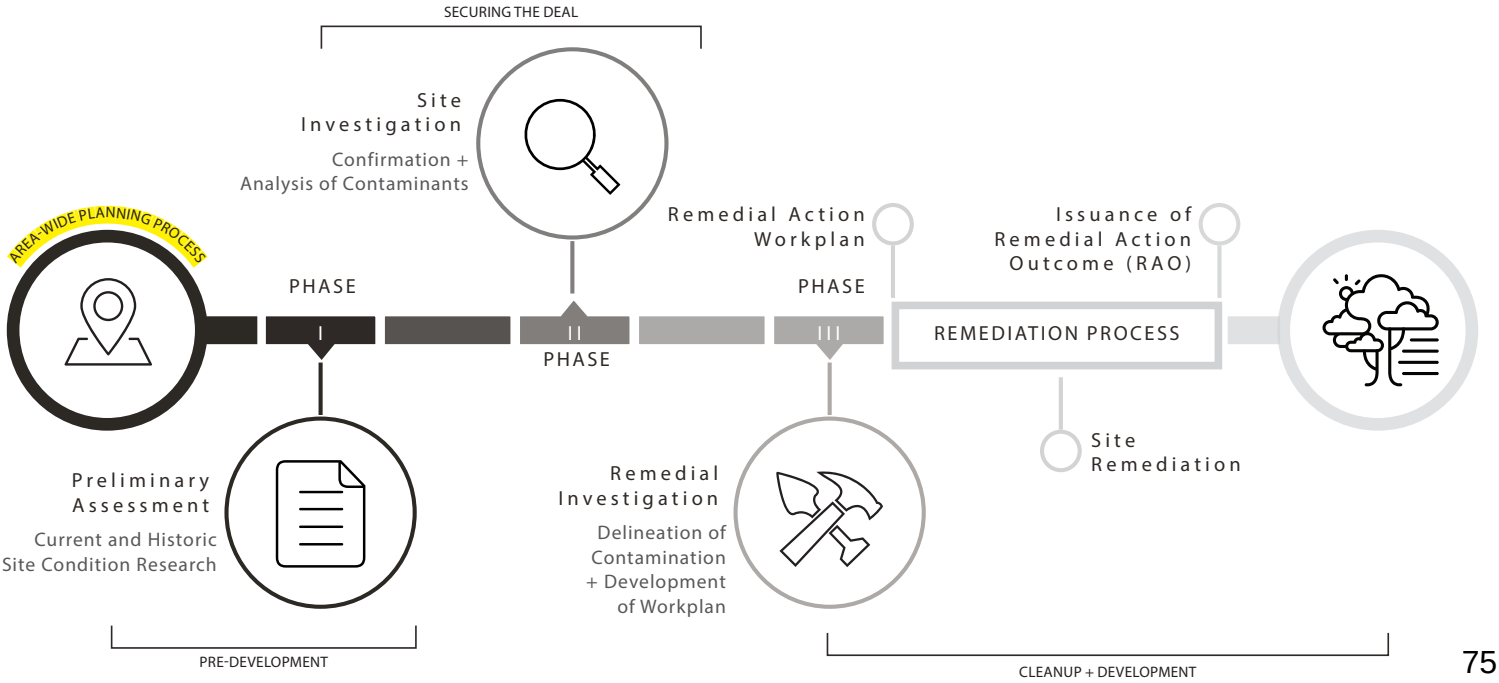
- Utah Department of Environmental Quality (UDEQ): UDEQ has participated in the plan process as a member of the plan Steering Committee and by providing information on site environmental conditions and considerations. UDEQ can also offer Information on its Voluntary Cleanup Program (VCP) and Enforceable Written Assurance (EWA) to property owners to facilitate redevelopment of the brownfield sites.

- U.S. Environmental Protection Agency (EPA): Orem will continue to work with the USEPA to facilitate redevelopment of the brownfield sites identified in this plan. EPA can also provide technical and financial assistance for site assessment and remediation activities

- Private Property Owners: Orem will continue to work with private property owners to ensure that new development is consistent with property owners' expectations.

- Business Owners and Tenants. Orem will continue to work

Figure 7.2 Timeline of Brownfield Redevelopment Process



with business owners and tenants to ensure that negative externalities are minimized and that all commercial uses perform well with and benefit from other uses.

The remediation of a brownfield site is a multi-step process. The process of assessing, investigating, and cleaning up the Geneva Road's brownfield sites occurs over a series of phases shown in Figure 8.2. To address the environmental concerns of a contaminated lot, a series of assessments, plans, and actions are necessary. Following the planning effort, the first step is to determine whether a site is in need of remediation by conducting a Phase I and - if necessary - a Phase II environmental site assessment.

7.3 FUNDING

One of the most important actions involved in redeveloping brownfield sites in the Geneva Road corridor is securing funding for planning, assessment, cleanup, redevelopment and long- term monitoring costs. Fortunately, many resources are available from federal, state, local, and public and private sources, including:

- Private Capital
- Tax Incentives
- Local Financing Tools
- Loans/Loan Guarantees
- Technical Assistance
- State and Federal Grants

A preliminary list of potential funding sources has been identified below.

PRIVATE INVESTMENT

The City desires that redevelopment of the Geneva Road corridor be market-driven. The market study performed as part of this planning process demonstrated that there is great demand for industrial real estate, so the City does not need to incentivize the product. However, large amounts of private investment will be required to facilitate redevelopment, given private ownership of brownfield sites in the plan area and the hesitancy of traditional banks to lend to owners of brownfield sites that have not yet been re-mediated. Several options for obtaining private investment exist in the market place, including equity financing and institutional funds that specialize in funding brownfield redevelopment sites.

PUBLIC FINANCING

Public financing may be utilized for many components of the redevelopment, including building demolition, infrastructure development, and cleanup activities. Communities working with EPA's brownfield area-wide planning (AWP) program, like the City of Orem, have also seen tremendous success in leveraging economic and community development funding from federal agencies, resources typically identified as part of a planning process they have undertaken, aimed at implementing a community revitalization vision. Public investment leverages private investment, and property owners typically see an increase in value as a result.

Federal Support

Programs available at the federal level, such as the EPA, typically involve awarding grants and providing technical assistance to communities and stakeholders. Other federal programs, such as the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, the U.S. Department of Transportation and the U.S. Department of Commerce, also provide funding and technical assistance for brownfields projects. Importantly, federal grant and technical assistance programs have the potential to support Orem's economic development efforts to attract and leverage new private investment and create jobs.

State Support

State of Utah programs are a valuable option as well, as states are increasingly offering flexible tools, financial assistance, tax incentives and other redevelopment support to promote cleanup and reuse of brownfields sites. The Utah Department of Environmental Quality (UDEQ) Division of Environmental Response and Remediation (DERR) administers a Voluntary Cleanup Program (VCP). The purpose of this program is to encourage the voluntary cleanup of sites where there has been a contaminant release threatening public health and the environment. According to UDEQ, the voluntary cleanup of sites will hopefully clear the pathway for returning properties to beneficial use.

UPCOMING EVENTS

DATE	BUSINESS AND LOCATION	TYPE	
May 16	City of Orem Police Community Park	Suncrest Police Picnic	5:30pm
May 23	Geneva Elementary 665 W 400 N	Celebrating 70 Years	5:30 -7pm
May 23	City of Orem Planning Division City Council Chambers	Neighborhood Plans Stonewood-Lakeridge & Orem-Sharon-Hillcrest	6:30 pm
May 27	City of Orem Heritage Advisory Commission Orem Cemetery	Memorial Day Program	9am
June 1	City of Orem UVU – Sorensen Center Ballroom	Mayor's Centennial Ball	5:30 pm
June 20	City of Orem Police Hillcrest Park	Hillcrest Police Picnic	5:30 pm
June 21	Canyon Park Tech Center Canyon Park Tech Center	Opening Amenity Center	10:30 am
June 29	Cyclefest Mt. Timpanogos Park	Orem Cyclefest 2019 Roll with the Mayor Cruise with the Council	7 am 9am

Agenda Item No: 7.2

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Brenn Bybee
Submitting Department: City Manager' s Office
Item Type: Presentation
Agenda Section:

Subject:
REPORT - Heritage Advisory Commission

Suggested Action:
The Heritage Advisory Commission will provide an annual update of the Commission and invite the City Council to attend the City's Memorial Day Program.

Presenter:
Kelly Kirkpatrick, Heritage Advisory Commission Chair

Background:

Potentially Affected Area:

Attachments:

Agenda Item No: 7.3

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Jackie Lambert
Submitting Department: City Manager' s Office
Item Type: Presentation
Agenda Section:

Subject:
PRESENTATION - Orem Centennial 100 Kind Acts Scholarships

Suggested Action:
Timpanogos Regional Medical Center is the donor of three $333 scholarships, one per high school in Orem, for a senior student. This is part of Orem's Centennial 100 Kind Acts and goes with May's Kindness theme, which is "Be Kind to Teens". TURN Community Services is partnering with this effort.

The winners are:
- Orem High = Mark Jeffs
- Mountain View High = Eliza Lawyer
- Timpanogos High = Aly Hutchinson

Presenter:
Glory Thomas, 100 Kind Acts Committee Spokesperson

Background:

Potentially Affected Area:

Attachments:

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CITY OF OREM
CITY COUNCIL MEETING
56 North State Street Orem, Utah
April 30, 2019

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

CONDUCTING	Mayor Richard F. Brunst
ELECTED OFFICIALS	Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, David Spencer, and Brent Sumner
APPOINTED STAFF	Jamie Davidson, City Manager; Brenn Bybee, Assistant City Manager; Steven Downs, Deputy City Manager; Greg Stephens, City Attorney; Karl Hirst, Fitness Department Director; Richard Manning, Administrative Services Director; Ryan Clark, Development Services Director; Scott Gurney, Fire Chief; Gary Giles, Police Chief; Charlene Crozier, Library Director; Jason Bench, Planning Division Manager; Kena Jo Mathews, Community Services Manager; and JoD'Ann Bates, City Recorder

PRESENTATION – Survey Results

Ms. Gibb with Y2 Analytics indicated they conducted a survey with a panel of approximately 3,000 Orem residents, and had a response rate of approximately 1,500. She reviewed the survey methodology and continued to review 4 important findings which are:

- The overall quality of the life in Orem has increased compared to March 2018.
- More than half the residents support the potential tax increase regardless of the dollar amount proposed.
- Residents tend to support the proposal because they place a high priority on public safety and supporting the Orem Police Department.
- The most compelling messages address the current demands on each officer.

Ms. Gibb continued to review the questions and responses that were conducted. The tax increase question was drafted with three tax amounts and the corresponding officers that could be added to the Orem Police Department, with more than half of those surveyed would supporting a tax increase. Even with a 3% error rate they still have a majority approval. The dollar per household impact is the way residents understand the increase and it was still approved. She reviewed some volunteered responses stating there was a broad recognition of the need for more officers. She continued to review the following questions and responses:

- Arguments in favor
- Cost per officer & monthly household impact
- Arguments in favor increase support

She concluded that after Y2 Analytics evaluated the questions they found support increased significantly, with the majority of the comments being focused on the most currently number of

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calls per number of officers and the volume of work they do on a daily basis. Being informed that tax rates had not been raised in over 40 years was not a compelling enough reason to raise taxes.

Mr. Davidson indicated the budget will be proposed by keeping the mill rate at the current amount which will fund 2 police officers and associated resources. If the Council was to choose to do anything different he would appreciate their direction. If the Council chooses to fund a tax increase, they would need to hold a truth and taxation hearing.

General discussion continued regarding the costs and options they have with and without a tax increase. Discussion continued regarding looking at doing a fee instead of a property tax increase. It was stated that the city is funding approximately 50% of the Police Department with 100% of the current Property tax. Property tax is a stable tax and brings stability in adding members to the Police force. Even with adding more Orem Police Department is still below the national average amount per population.

It was a general consensus the city move in the direction of a property tax increase to afford 4 new police officers.

DISCUSSION – Review of the Orem City Parking Study

Ms. Guffin, City Long Term Planner introduced those presenting the Parking Study which had been completed over the past year. This study was done due to the following concerns; 1) the current code consisted of over 60 parking standards, and 2) spill over parking issues for multi-family structures onto the street. She turned the time over to Mr. David Profit of the Metropolitan Research Center to review the study.

Mr. Profit reviewed the study purpose which included the large amount of current Orem parking standards that Orem has in its code and street spill over parking for multi-family units.
He reviewed the process where they visited 10 sights in one day over 16 plus hours. They had 61 students stand at the entrances with a clip board and count vehicles as they entered and exited multi-family locations. They counted the number of people in cars, on bikes and on foot. Another group counted the number of parking stalls and then later counted stalls available throughout the day. Various questions were asked as to where they parked, why they parked on the street, etc. He continued to show various graphs showing parking demand to supply:

- 24 of the 529 people surveyed parked on the street
- Drivers at 5 of the 10 properties reported 100% on-site parking
- Reasons for parking on the street:
    - 10 pass (13 of 24)
    - Lot full (6 of 24)
    - Proximity (5 of 24)

He continued to state trip counts show the counts to be fairly high meaning there are a lot of individuals going in and out of the locations. He stated there is a lot of extra parking in Orem. The current standard has required parking that is not being used. They did a final count at approximately 11:00 pm and feel they received an accurate account of the parking situation. He

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concluded by reviewing possible parking standards that could be considered by Orem to minimize the overall amount of standards in their code.

Discussion continued regarding the standards with bedrooms versus the units. The higher standard recommends extra for visitors, but is suggested to not have specified visitor parking just have extra. The numbers would provide for both residents and visitors allowing for more proficient use.

Mr. Lentz inquired of a Transit-Oriented Development (TOD) standard. Dr. Ewing indicated the ones they have studied are right next to the station. Orem only has one are that is similar but based on the distance would not be affected.

Mayor Brunst indicated he feels the study shows Orem is doing a good job for what they need. He stated although this study did not include student housing, one of his concerns are the homes around UVU and the non-stickered cars that should not be there. He inquired if there were any comments from those in attendance.

Sorn Halliday of PEG Development applauds the city's efforts for multi-family developments. He feels the concern of developers is the significant cost of parking and understands it is an impact. He feels the city is doing a great job of thinking through this process and having the study done to better fit both the developer and the residents.

David Halliday, an Orem resident indicated he lived in Provo for a number of years and asked that Orem doesn't do what Provo does with their parking.

Jim Seaburg of Ivory multi-family developments appreciates getting analytics behind the study. He indicated they like to make sure their residents are happy and they take what they do very serious. Currently they use a calculation for parking of 1 space per bedroom which includes visitors. They have done many surveys regarding onsite parking requirements and feel they the need for parking is going down due to the lifestyle of renters.

Chris Longson stated it seems there is a surplus to all the areas the survey included. He feels the current ordinance for new developments with the 2.25 per unit makes it very excessive. He feels the way the consultants have proposed parking calculations correlates with what the needs really are.

DISCUSSION – CARE Major Grant & Facility Presentations

Mr. Downs indicated they would be reviewing reports sent to the CARE commission based on the last year's full report. He reviewed the applicants and their requested amounts along with some of their achievements.

- Hale Center is requesting $1,142,282
    - Mr. Swenson expressed appreciation for the city being supportive of the arts and stated they couldn't do what they do without the city and the Care Tax. He continued to discuss some of their upcoming shows and handed out a playbill that included the 2020 season schedule. He stated the education department is growing and they have new instructors with degrees in teaching. The announcement of

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building a new theater at University Place has been positive. The feedback they are getting is fantastic and they are ready to move. The CARE tax is a necessary thing and they depend on the help received by the city and voiced his appreciation. General discussion continued regarding the amount of youth participating in the programs.

- SCERA is requesting $703,362
  - Mr. Robertson stated they are having some great productions this year, are teaming up with the City to help celebrate its 100th birthday and will start their 86th season. They continue to see an increase with the youth, adult and senior programs. The CARE Tax allows them to strive, just not survive and it is greatly appreciated. It adds to the quality of life they enjoy in Orem. Discussion continued regarding the various programs offered.

- Utah Metropolitan Ballet is requesting $75,000
  - Mr. Carter of the UMB stated they have found their autism productions to be extremely welcomed and appreciated. The performers typically don't interact with the audience except with the autism shows. They have contracted with Vivant and they will be supporting the autism show this year which will be Cinderella at the SCERA in May. They also will be having two productions of the Nutcracker one at the Covey Center and one at UVU. General discussion continued regarding participation and the updated performances, backdrops and costumes.

Facilities Request:

- Orem Library Auditorium build - $200,000
  - General discussion continued regarding current fund raising for the Library rebuild, clarification of some of the line items, and status of auditorium seating.

Mr. Downs indicated they will have more time to deliberate the requests when they come back to the council in a future meeting.

DISCUSSION – Capital Projects - Fitness Center Rebuild

Mr. Clark introduced the contractors working on the Fitness Center re-build. They have come across some issues they need to discuss with the Council along with costs associated with those issues and possibilities.

Mr. Smith of Method Studios stated they will show 4 different possibilities regarding the gym and the pool and how long they stay open versus having them being closed during the construction due to shared mechanical, electrical and other infrastructure issues. He reviewed and further discussion continued regarding the 4 possible options.

- Option #1 would allow the pools to be open during construction with a brief shut down for mechanical transfers but would require temporary trailers for locker rooms and restrooms lasting approximately 15 months.

DRAFT

- Option #2 would close the pools and the locker rooms and mechanical room would be reconstructed lasting 15 months.
- Option #3 would shut down the entire facility for 15 months for a total rebuild of both the locker room and the gym. This option has the lowest risk factor.
- Option #4 would involve taking down the gym but keeping the locker room operational then once the gym is done they would move onto a rebuild of the locker room area, again needing to bring in some temporary locker rooms and restrooms. A portion of the pool would be shut down for approximately 8 months. Which would extend the overall duration of the construction by 2 months

Construction schedules and costs for the options were reviewed and discussed. Further discussion continued regarding options for pool access for residents and the high school swim team at other locations, the current condition of the Fitness Center boilers, and concerns of layoffs to employees and the ability to get those employees to return.

Mr. Davidson stated from a staff prospective they are embracing the idea of rebuilding the gym and felt with that change they felt it really required the councils input and feedback.

Mayor Brunst stated he would like to have the best product at the end of the day and felt option #3 was the best direction to go. Mr. Macdonald stated he doesn't thing the bond would have passed if the residents knew they were tearing it down. They didn't say the pool would be shut down so he feels option #4 works best. Mr. Spencer stated he was in favor of option #3. Mr. Seastrand stated he was in favor of option #4. Mrs. Lauret stated if they were able to secure facilities somewhere else for the residents while the pool was shut down she would go with option #3, but if not she would have to go with option #4. Mr. Sumner stated he would be in favor of option #3 but had a concern as to where the patrons would go during that time.

General discussion continued regarding the options and how it would work for the high school swim team and the residents' ability to use the facilities or other facilities during the down time.

Mr. Hirst indicated they are working on options for the high school swim team to utilize a pool elsewhere but has not been successful so far. They do not have any pool options for the general patrons during any complete shutdown.

Mr. Davidson stated his sense is the council is not concerned about the high school but for the everyday Orem patron. He feels the relationship the city has with the day to day Orem patrons supersedes the responsibility and obligation they should feel for the school district.

Mr. Smith proposed a type of hybrid of option#3 and option #4. They would proceed as in option #3 but front loading the construction with the rebuild of the locker room and mechanical area first, allowing the shutdown of the pool to be shortened than proposed in option #3 then move forward with the rebuild of the gym.

DRAFT

After further discussion regarding the new proposal, it was a general consensus they go in the direction of taking down the gym and having the contractors come back with further information of the possibility of taking option #3 and merging it with option #4.

Agenda Review

No review was done.

Preview Upcoming Agenda Items

No Preview was discussed.

City Council Reports (Boards and Commissions, New Business, Etc.)

No report was given.

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

CONDUCTING	Mayor Richard F. Brunst
ELECTED OFFICIALS	Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, and David Spencer
APPOINTED STAFF	Jamie Davidson, City Manager; Brenn Bybee, Assistant City Manager; Steven Downs, Deputy City Manager; Greg Stephens, City Attorney; Karl Hirst, Fitness Department Director; Richard Manning, Administrative Services Director; Ryan Clark, Development Services Director; Scott Gurney, Fire Chief; Gary Giles, Police Chief; Charlene Crozier, Library Director; Jason Bench, Planning Division Manager; Pete Wolfley, Communications Specialist; and JoD'Ann Bates, City Recorder
INVOCATION / INSPIRATIONAL THOUGHT	Allen Arnoldson
PLEDGE OF ALLEGIANCE	Vance Arnoldson & Orem Police Color Guard

MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

UPCOMING EVENTS

Mayor Brunst reviewed the upcoming events, as listed in the agenda packet.

DRAFT

PERSONAL APPEARANCES

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

Dan Howlett a retired Orem Police Office requested the council keep the gun range at the Fitness center. He indicated they have approximately 2,500 people per year using the range with the majority being youth that can't afford a commercial range. He stated outside ranges are not safe and are an uncontrolled environment. To rebuild the range would be costly due to the amount of lead that currently exists and asked they keep the range open for at least 22's and air guns. They have received a number of awards from the community and that is a place where the youth can take hunter safety in a safe environment with professional instructors. He requested the council allow the pistol range to stay open for public use.

Paul Stoddard stated his concern regarding the gun range is a liberty issue. He feels that by getting rid of the gun range is another erosion of the freedoms we have to bear arms. Another issue he feels is important is mass shootings. He stated that if you get rid of guns in a safe and controlled area there is a higher chance of having a mass shooting.

David Pollei stated he would like to see the racquetball courts stay in place. He feels that after the work session it seemed it was a done deal to demolish the area of the racquetball courts. He was questioning if there had been a cost study done with demolishing and not demolishing the entire area. In his profession he learned listening to public input was found to be advantagous. He feels the council needs to listen to those that run the Fitness center and its staff. He feels there is not a clear recommendation as to the amount of courts they feel they need.

Kurt Walker stated he has been attending the Orem Fitness Center since it opened and has also played in various other racquetball courts. There is a group that attends continuously and he feels the cost of not having that time with the other players is what he will lose. This is to be for the community and feels the loss of communication with others is a huge cost.

Holly Robbins stated it is a joy to have the spontaneous community comradery with others. She feels it is important to at least maintain 8 courts in order to keep the competitions at the Fitness center. She indicated what she feels while playing racquetball with the group that is there is more than she can express.

Bill Burgi stated he recently moved 2 blocks away from the Fitness center mainly to be close due to the fact he plays 4 to 5 times a week on the racquetball courts. To cut the courts down from 14 to 4 will not allow them to have tournaments. He encourages them to consider at least 8 courts.

Kat Luttmer stated she has been an Orem Fitness Center racquetball junkie for about 15 years and has won many tournaments at the Fitness center. She feels if the courts are cut out they will lose the players and the revenue. She has played at various other locations and she stated they are horrible so she feels it is important to listen to actual racquetball players not just to statistics.

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Mike Harrison stated that since they moved to Orem approximately 15 years ago he has been a regular user of the cities racquetball courts. He feels if there is one thing that sets them apart from other fitness centers in the county, it is the racquetball courts. One major benefit of living in Orem is the racquetball courts. He hopes the city will consider all the data and facts and make a decision that will best accommodate everyone.

CONSENT ITEMS

- Approval of April 9, 2019 City Council Meeting Minutes
- ORDINANCE - Amending Chapter 7 of the Orem City Code Pertaining to Building, Plumbing, Mechanical, Electrical, Fire and Abatement Codes
- RESOLUTION - A Resolution of the City Council of Orem City, Utah Authorizing the Chief Administrative Officer to enter into an Interlocal Cooperative Agreement between Utah County and Orem City for the administration of the 2019 Municipal Elections.

Mr. Lentz moved to approve the Consent Agenda as listed. **Mr. Seastrand seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, and David Spencer. The motion **passed.**

SCHEDULED ITEMS

PUBLIC HEARNG
ORDINANCE – Amending a portion of Appendix A of the Orem City Code pertaining to Standard Land Use Codes 6371 Climate Controlled Storage Units, 6372 Personal Storage Units, and 6377 Vault Security Storage Units by changing the uses from "permitted" to "not permitted" in the M1 zone

Mr. Bench stated the Department t of Development Services are requesting the removal of three permitted uses in the M1 zone. The three uses that are requested to be removed are Climate Controlled Storage Units, Personal Storage Units, and Vault Security Storage.

Currently, SLU Code 6371 Climate Controlled Storage Units are permitted in the M1, M2, and CM zones. A total of two (2) Climate Controlled Storage Units are permitted in the C2 zone. SLU Code 6372 Personal Storage Units are permitted in the M1 and M2 zones. SLU Code 6377 Vault Security Storage is permitted in the M1, M2, and CM zones.

The City currently has a total of nineteen (19) storage facilities. Of these nineteen, none is located within the M1 zone. The total area of these storage facilities is 1.5 million square feet. With an estimated population of 100,171 in the City, this breaks down to 14.97 square feet of storage space per person. This number is considerably higher than the national average of 5.40 square feet per person. These two facts present a strong argument for eliminating storage units from the M1 zone.

Mayor Brunst opened the Public Hearing at 6:34 p.m.

DRAFT

Hearing no comments Mayor Brunst closed Public Hearing and brought the discussion back to the council.

Mayor Brunst moved, by ordinance, to approve amending a portion of Appendix A of the Orem City Code pertaining to Standard Land Use Codes 6371 Climate Controlled Storage Units, 6372 Personal Storage Units, and 6377 Vault Security Storage Units by changing the uses from "permitted" to "not permitted" in the M1 zone**.** **Mrs. Lauret seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, David Spencer. The motion **passed.**

COMMUNICATION ITEMS

The Monthly Financial Summaries March 2019 were included in the packets distributed to the Council.

CITY MANAGER INFORMATION ITEMS

Mr. Davidson had no additional items to share.

ADJOURN

Mayor Brunst moved to adjourn the meeting. **Mr. Spencer seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, and David Spencer. The motion **passed.**

The meeting adjourned at 6:37 p.m.

Agenda Item No: 9.2

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Jackie Lambert
Submitting Department: City Manager' s Office
Item Type: Action Item
Agenda Section:

Subject:
MOTION - Cancel June 11, 2019 City Council Meeting

Suggested Action:
It is recommended that the June 11, 2019 City Council Meeting be cancelled to accommodate the City's Summerfest activities scheduled that evening.

Presenter:

Background:

Potentially Affected Area:

Attachments:

Agenda Item No: 9.3

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Gary Giles
Submitting Department: Police
Item Type: Resolution
Agenda Section:

Subject:
RESOLUTION - Authorizing the Orem City Police Department to appropriate personal property to public interest use

Suggested Action:
The Police Chief recommends that the City Council appropriate unclaimed property as new equipment to be used for the benefit of the public. The OPD has complied with procedural and noticing requirements for this process.

Presenter:

Background:

Potentially Affected Area:

Attachments:
RES--OPD Property Appropriation.docx

D R A F T

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OREM AUTHORIZING THE OREM CITY POLICE DEPARMENT TO APPROPRIATE PERSONAL PROPERTY TO PUBLIC INTEREST USE

WHEREAS a number of stolen personal property items more particularly described below are no longer needed as evidence and are in the possession of the Orem City Police Department (OPD); and

WHEREAS the property has not been claimed by its owner and no other owner has been found after the OPD conducted a reasonable and diligent search; and

WHEREAS the OPD wants to appropriate this property for its use; and

WHEREAS the appropriation of the property described below to the OPD would furnish said department with new equipment to be used for the benefit of the public without an expenditure of money by the City of Orem; and

WHEREAS the OPD must obtained the Orem City Council's approval before applying the property to public interest use; and

WHEREAS the OPD has complied with the procedural and notice requirement imposed by Utah Code § 24-3-101 *et seq*.

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

1. The following property is appropriated to the Orem City Policy Department for the following uses:

Property	**Use**
Serial # F4LJXK84F19J 16GB iPad Mini	Operate OPD drones
Serial #DLXJP6P7F19K 32GB iPad Mini	Operate OPD drones
Serial#F4KJNASGF19L 64GB iPad Mini	Investigations Division will use property to access records and data while in the field
Serial #F4LJXJVF19J 16GB iPad Mini	Investigations Division will use property to access records and data while in the field
Serial #DMPJPQTVF190 16GB iPad	Investigations Division will use property to access records and data while in the field

2. The Orem City Council determines that the above-described uses serve the public interest.

3. The Orem City Council grants the OPD permission to apply the above-listed property to the public interest uses described above.

4. This resolution shall take effect immediately upon passage.

D R A F T

PASSED and APPROVED this **14th** day of **May** 2019.

Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Debby Lauret	□	□	□
Sam Lentz	□	□	□
Tom Macdonald	□	□	□
Mark Seastrand	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

Agenda Item No: 10.1

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Kena Mathews
Submitting Department: City Manager' s Office
Item Type: Public Hearing
Agenda Section:

Subject:
PUBLIC HEARING
RESOLUTION - Receive Public Comment on the Community Development Block Grant (CDBG) Projected Use of Funds for Fiscal Year 2019-2020

Suggested Action:
The Community Services Manager recommends that the City Council hold the second of two public hearings to receive public comment on the projected uses of the funds for the 2019-2020 Community Development Block Grant and adopt the recommendation of the CDBG Citizen Advisory Commission.

Presenter:
Kena Jo Mathews and Ken Ransom, Chairperson of the CDBG Advisory Commission

Background:
During the February and March of 2019, the CDBG Advisory Commission reviewed and heard funding proposals from community organizations and others who wish to receive CDBG funding for Fiscal Year 2019-2020. The Commission will present its recommendations to the City Council then the public hearing will be opened for comment on the proposed uses of funds.

The public hearing will be the second of two opportunities for the public comment on the recommendations before the City Council officially adopts the Final Statement of Projected Uses of Funds for Orem's 2019-2020 Community Development Block Grant. Following today's public hearing, the City Council will adopt a resolution approving the CDBG Final Statement of Projected Uses of Funds for 2019-2020.

Please see the allocation recommendations below:

Public Service Recommendations - limited by HUD to 15% of new entitlement funding

Community Action Services and Food Bank	$12,125
Friends of the Food and Care Coalition	$8,129
Mountainlands Community Health Center	$5,000
Family Support and Treatment Center	$10,670
Kids on the Move	$5,000
Community Health Connect	$9,700
People Helping People	$0
PERC	$5,000
Friends of the Utah County Children’s Justice Center	$19,400

Center for Women and Children in Crisis	$27,887
Mary Elliott, LCSW	$0
Boys and Girls Club	$0

Non Public Service Recommendations

City of Orem Critical Home Repair	$70,000
NeighborWorks	$0
City of Orem Neighborhood Revitalization	$1,667.40
Collaborative with Entitlements (House of Hope/Family Support)	$94,050
City of Orem Code Enforcement	$155,000
City of Orem – Westmore Park	$200,000
City of Orem – CDBG Administration/Planning	$135,000
City of Orem – Section 108 Loan Repayment	$87,451.60

Potentially Affected Area:
Citywide

Attachments:
RES--CDBG 2019-2020 FINAL.DOC

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT STATEMENT OF COMMUNITY DEVELOPMENT OBJECTIVES AND USE OF FUNDS AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR FISCAL YEAR 2019-2020

WHEREAS the City of Orem qualifies as an Entitlement Community under the Department of Housing and Urban Development's Community Development Block Grant Program and has been allocated an estimated $686,080 for the 2019-2020 program year; and

WHEREAS the City of Orem is required by the U. S. Department of Housing and Urban Development to submit a formal request for funding entitled a STATEMENT OF COMMUNITY DEVELOPMENT OBJECTIVES AND PROJECTED USE OF FUNDS for new and reprogrammed funding; and

WHEREAS the City Council of the City of Orem has established a Community Development Block Grant Citizen Advisory Commission to gather citizen input on project proposals; and

WHEREAS the Citizen Advisory Commission has gathered such input and has prepared a STATEMENT OF COMMUNITY DEVELOPMENT OBJECTIVES AND PROJECTED USE OF FUNDS for review and approval by the City Council; and

WHEREAS the City Council held public hearings on April 9, 2019, and May 14, 2019, to consider citizen comments regarding CDBG expenditures and has reviewed these suggestions and proposals in a manner fair to all residents of Orem and pursuant to law.

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

1. The Community Development Block Grant Statement of Community Development Objectives and Projected Use of Funds, which is attached hereto as "Exhibit A" and incorporated herein by this reference, is hereby adopted and shall be submitted to the United States Department of Housing and Urban Development as part of Orem's formal request for the 2019-2020 grant amount of $686,080 as well as Housing Rehab and other program income estimated to be $10,000, and reprogrammed funds in the estimated amount of $150,000.

2. This 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 **14th** day of **May** 2019.

_____
Richard F. Brunst, Jr., Mayor

ATTEST:

_____
Jody Bates, City Recorder

COUNCIL MEMBERS VOTING "AYE"	COUNCIL MEMBERS VOTING "NAY"

FINAL STATEMENT OF COMMUNITY DEVELOPMENT
OBJECTIVES AND PROJECTED USE OF FUNDS
PROGRAM YEAR 45
JULY 1, 2018 THROUGH JUNE 30, 2019
CITY OF OREM, UTAH

The City of Orem intends to meet the requirement of seventy percent benefit to low and moderate-income persons in the aggregate use of funds to be expended during the program year 2019-2020.

The Community Development Block Grant is designed to assist communities in efforts to improve living conditions for low and moderate-income residents. Each eligible activity must meet at least one of the national objectives established by the Department of Housing and Urban Development (HUD). Activities must benefit fifty-one percent low and moderate-income persons in a given census tract or block group, improve designated areas of slum and blight, or address an urgent community need.

The activities identified below meet at least one of the national objectives established by HUD. They also meet local objectives specific to the City of Orem.

The targeted local objectives include the following:

1. Improve the quality of life for families by funding projects, which address the needs of low and moderate-income residents.
2. Stabilize older residential neighborhoods and decrease the amount of substandard housing through housing rehabilitation and through eliminating or improving slum and/or urban blight.
3. Encourage and pursue the establishment of commerce and industry, which will provide quality employment for the unemployed and under-employed.
4. Remove architectural barriers and achieve all compliable directives of the Americans with Disabilities Act (ADA), thereby making the community more accessible.

The HUD national objectives include the following:

HUD Defined-Outcome/Objective Codes	**Availability/Accessibility**	**Affordability**	**Sustainability**
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

FINAL STATEMENT OF COMMUNITY DEVELOPMENT
OBJECTIVES AND PROJECTED USE OF FUNDS
PROGRAM YEAR 45
JULY 1, 2019 THROUGH JUNE 30, 2020
CITY OF OREM, UTAH

ORGANIZATION	FUNDING ALLOCATION	LOCAL OBJECTIVE	NATIONAL OBJECTIVE
COMMUNITY ACTION SERVICES AND FOOD BANK	$12,125	1	SL-1
FRIENDS OF THE FOOD AND CARE COALITION	$8,129	1	SL-1
MOUNTAINLANDS COMMUNITY HEALTH CENTER	$5,000	1	SL-1
FAMILY SUPPORT AND TREATMENT CENTER	$10,670	1	SL-1
KIDS ON THE MOVE	$5,000	1	SL-1
COMMUNITY HEALTH CONNECT	$9,700	1	SL-1
PERC (PARENT EDUCATION RESOURCE CENTER)	$5,000	1	SL-1
FRIENDS OF THE UTAH COUNTY JUSTICE CENTER	$19,400	1	SL1
CENTER FOR WOMEN AND CHILDREN IN CRISIS	$27,887	1	SL 1, 2
CITY OF OREM – CRITICAL HOME REPAIR	$70,000	1, 2, 4	DH 1. 2.3
CITY OF OREM – NEIGHBORHOOD REVITALIZATION	$1,667.40	1,2, 3	SL 1, 3
CITY OF OREM – COLLABORATIVE	$94,050	1	SL 1, 2,3
CITY OF OREM – WESTMORE PARK	$200,000	1	SL-1
CITY OF OREM – CDBG ADMINISTRATION	$135,000	ALL	ALL
CITY OF OREM – SECTION 108 LOAN REPAYMENT	$87,451.60	3	EO-1, 2, 3
CITY OF OREM – CODE ENFORCEMENT	$155,000	1,2,3	SL 1, 3
TOTAL	**$846,080**		

CDBG FUNDING SOURCES AVAILABLE FOR USE:

CDBG Fund Allocation - Estimate	$686,080
-Repayments in the Housing-Rehabilitation Loan Fund	$10,000
-Reallocation of funds previously received	$150,000
TOTAL	**$846,080**

The City of Orem intends to meet the requirement of seventy percent benefit to low and moderate-income persons in the aggregate use of funds to be expended during the program years through 2019-2020.

Agenda Item No: 10.2

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Jenna Albers
Submitting Department: Development Services
Item Type: Ordinance
Agenda Section:

Subject:
PUBLIC HEARING
ORDINANCE - Amending Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enacting Appendix VV of the Orem City Code by updating landscaping requirements.

Suggested Action:
The proposed updates in the code will make the language concise and consistent throughout the code. Also, the updates will reduce vegetation coverage in landscaped areas from 70 percent to 50 percent. Appendix "VV" provides a list of native, drought-tolerant plant species. The intent is to provide residents the option of including xeriscaping or other water-wise landscaping methods on their property if they so choose. The Planning Commission recommends that the City Council accept the proposed amendments.

Presenter:
Jason Bench

Background:
Updates in the code will make the language concise and consistent throughout the code. Also, the updates will reduce vegetation coverage in landscaped areas from 70 percent to 50 percent. Appendix "VV" provides a list of native, drought-tolerant plant species. The intent is to provide residents the option of including xeriscaping or other water-wise landscaping methods on their property if they so choose.

Potentially Affected Area:
Citywide

Attachments:
Agenda-LandscapingRequirements.docx

ORD--Landscaping Requirements.docx

Ordinance-Landscaping_Final Draft_4-8-19_Format.docx

Appendix VV 2.0.docx

Exhibit A.docx

CITY OF OREM CITY COUNCIL MEETING MAY 14, 2019	
REQUEST:	**ORDINANCE** – Amending Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enacting Appendix VV of the Orem City Code pertaining to landscaping requirements.
APPLICANT:	Development Services
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage and City hotline
- Faxed to newspapers
- E-mailed to newspapers
- Posted at utah.gov/pmn
- Noticed 66 property owners within 500ft of the properties

SITE INFORMATION:

General Plan Designation:

Current Zone(s):
All Zones

Acreage:
City Wide

Neighborhoods:
All

PLANNING COMMISSION RECOMMENDATION
Vote: 7-0 for approval

PREPARED BY:
Jenna Albers Long Range Planner

REQUEST: The Development Services Department requests the City Council amend Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enacting Appendix VV of the Orem City Code pertaining to landscaping requirements in all zones.

BACKGROUND: City staff has been working with various committees and residents since the beginning of 2018 regarding changes to the City's landscaping requirements. During March of 2018, the Beautification Commission and Natural Resources Stewardship Committee reviewed research that was gathered by a Brigham Young University student team as well as initial language they proposed for a potential ordinance amendment. Residents were polled through an Imagine Orem survey post and in-person surveys were conducted at University Place Mall. These surveys asked residents what changes they would like to see to the City's landscaping requirements including what percentage of required landscaping should consist of living vegetative material.

An additional survey was conducted at the Utah Water Conservation District on April 4, 2018; where residents were polled before and after a meeting. On April 18, 2018, the Planning Commission held a work session to review the survey findings and a draft of the proposed code updates.

City staff moved forward with the public information gathered and the draft ordinance language, making changes from June through August of 2018. The Beautification Commission reviewed the ordinance language and recommended the City approve the proposed changes during its August 27,

2018 meeting. The Natural Resources Stewardship Committee also reviewed the proposed ordinance at its December 6, 2018 meeting and also recommended the City adopt the proposed changes.

The Planning Commission gave feedback regarding the proposed ordinance at its January 16, 2019 work session. A final round of staff edits were then made resulting in the final version of the proposed ordinance that went to the Planning Commission and is now being presented to the City Council.

The proposed amendments will reduce the vegetation coverage in required landscaped areas from 70 percent to 50 percent. A variety of non-living materials can be used for the remaining 50%. The proposed new Appendix VV provides a list of native, drought-tolerant plant species that residents and businesses can use to conserve water. The intent is to provide residents the option of including xeriscaping or other waterwise landscaping methods on their property if they so choose. The proposed amendments also make the various sections of the code dealing with landscaping more concise and consistent.

RECOMMENDATION: The Planning Commission recommends the City Council, by ordinance, amend Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enact Appendix VV of the Orem City Code. Staff supports the recommendation

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ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL APPROVING AMENDING SECTIONS 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(A); 22-11-16(E)(8)(A); 22-11-22(E)(1)(B); 22-11-23(B)(6)(B); 22-11-24(E)(18); 22-11-27(O)(6)(A); 22-11-28(N)(LANDSCAPING)(A); 22-11-29(M)(3),(6)(A); 22-11-33(P)(7); 22-11-35(L)(5)(A); 22-11-36(F)(11)(A); 22-11-42(G)(6)(A); 22-11-43(F)(9)(A); 22-11-44(G)(5)(A); 22-11-45(H)(5); 22-11-46(G)(5)(C); 22-11-47(H)(4)(C); 22-11-50(F)(10)(A); 22-11-51(H)(8)(A); 22-11-52(H)(10)(A); 22-11-53(H)(8)(A); 22-11-54(H)(9)(A); 22-11-56(H)(12)(A); 22-11-60(H)(10)(A); 22-11-61(I)(3)(A); 22-12-2(J)(5)(A); 22-12-7(O)(9)(A); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 AND ENACT APPENDIX VV OF THE OREM CITY CODE

WHEREAS on April 17, 2019, Development Services Staff filed an application with the City of Orem requesting approval of amending Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enact Appendix VV of the Orem City Code; and

WHEREAS a public meeting considering the subject application was held by the Planning Commission on May 1, 2019; and

WHEREAS a public meeting considering the subject application was held by the

City Council on May 14, 2019; and

WHEREAS notice of the public meeting to be held by the Planning Commission and City Council on the subject application was mailed to all residents and property owners within 500 feet of the subject properties; and

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

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

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applicable City ordinances and the Orem General Plan, and the special conditions applicable to the request.

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

1. The City Council finds this request will not negatively affect the health, safety, and general welfare of the City.

2. The City Council hereby approves the amendment of Sections 22-2, 22-6-10(F)(5); 22-6-10(G)(7); 22-7-12, 22-8-8(B)(4); 22-8-9, 22-9-7; 22-11-13(D)(5)(a); 22-11-16(E)(8)(a); 22-11-22(E)(1)(b); 22-11-23(B)(6)(b); 22-11-24(E)(18); 22-11-27(O)(6)(a); 22-11-28(N)(Landscaping)(a); 22-11-29(M)(3),(6)(a); 22-11-33(P)(7); 22-11-35(L)(5)(a); 22-11-36(F)(11)(a); 22-11-42(G)(6)(a); 22-11-43(F)(9)(a); 22-11-44(G)(5)(a); 22-11-45(H)(5); 22-11-46(G)(5)(c); 22-11-47(H)(4)(c); 22-11-50(F)(10)(a); 22-11-51(H)(8)(a); 22-11-52(H)(10)(a); 22-11-53(H)(8)(a); 22-11-54(H)(9)(a); 22-11-56(H)(12)(a); 22-11-60(H)(10)(a); 22-11-61(I)(3)(a); 22-12-2(J)(5)(a); 22-12-7(O)(9)(a); 22-14-13; 22-14-7(B)(1); 22-14-14(A)(3); 22-15-2 and enact Appendix VV of the Orem City Code as shown on 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 ordinances in conflict herewith, either in whole or part, are hereby repealed.

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

PASSED, APPROVED and ORDERED PUBLISHED this **14th** day of **May** 2019.

_____
Richard F. Brunst, Jr., Mayor

ATTEST:

_____
JoD'Ann Bates, City Recorder

D R A F T

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Debby Lauret	□	□	□
Sam Lentz	□	□	□
Tom Macdonald	□	□	□
Mark Seastrand	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

Appendix VV

Native, Drought-Tolerant Species (non-exhaustive)

Legend:
Sun Exposure (Sun): F = Full Sun | P = Partial Shade | S = Shade
Drought Tolerance (DT): E = Excellent | G = Good | M = Moderate | P = Poor
Deciduous/Evergreen (D/E): D = Deciduous | E = Evergreen
Grass Season Type (C/W): C = Cool Season | W = Warm Season
Grass Growth Type (B/S): B = Bunch | S = Sod

Trees						
Common Name	**Scientific Name**	**Sun**	**DT**	**D/E**	**Ht.**	**Comments**
White Fir	Abies concolor	P	M	E	70'	Beautiful in mass or alone.
Subalpine Fir	Abies lasiocarpa	S	P	E	80'	Cover for birds; food for squirrels; for small spaces.
Catclaw Acacia	Acacia greggii	F	E	D	20'	Nectar for bees, butterflies; forms thorny thicket.
Big Tooth Maple	Acer grandidentatum	F	G	D	30'	Food, cover for bird, mammals, deer; fall color.
Thinleaf Alder	Ainus incana	P	P	D	30'	Seed, cover for birds; spring "cones"; winter bark.
Water Birch	Betula occidentalis	F	G	D	5-20'	Seed, cover for birds; nice winter form, branch color.
Desert Willow	Chilopsis linearis	F	G	D	25'	Nectar for hummingbirds; profuse pink flowers.
River Hawthorne	Crataegus douglasil	F	P	D	5-25'	Nesting cover, fruit for birds; nice blossoms and fruit.
Singleleaf Ash	Fraxinus anomalus	F	G	D	20'	Seeds for birds, mammals; start from seed, cutting.
Velvet Ash	Fraxinus velutina	F	G	D	40'	Provides seed for birds; velvety leaves.
Utah Juniper	Jun. osteosperma	F	E	E	30'	Food, cover for birds, mammals; nice bark, form.
Blue Spruce	Picea pungens	P	P	E	70'	Cover for birds, mammals; blue-green foliage.
Singleleaf Pinyon	Pinus edulis	F	E	E	20'	Pine nuts for birds, mammals; slow-growth; graceful.
Pinyon Pine	Pinus monophylla	F	E	E	20'	Pine nuts for birds, mammals; picturesque evergreen.
Narrowleaf Cottonwood	Populus angustifolia	F	M	D	40'	Soft wood for nest cavities; medium-size shade tree.
Fremont Cottonwood	Populus fremontii	F	G	D	55'	Soft wood for nest cavities; fem. produces cotton.
Fremont Popular	Populus frenentii	F	M	D	60'	Soft wood for nest cavities; fem. produces cotton.
Velvet Mesquite	Populus glandulosa	F	E	D	30'	Bee nectar; bird food; green foliage, 3-6" seedpods.
Douglas Fir	Pseudotsuga menziesii	P	M	E	80'	Year-round bird cover, pretty screen, windbreak.
Gambel Oak	Quercus gambelii	F	G	D	30'	Acorns; winter cover; not hardy N. of Ogden.
New	Robinia neomexicana	F	G	D	25'	Bee nectar; seeds for quail, squirrels; lav.

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Mexico Locust						Flowers.
Dwarf Mountain Ash	Sorbus scopulina	P	P	D	13'	Fruit for birds, white flowers in spring; berries in fall.

Shrubs						
Common Name	**Scientific Name**	**Sun**	**DT**	**D/E**	**Ht.**	**Comments**
Utah Serviceberry	Amelanchier utahensis	F	G	D	6-15'	Spring flowers, purple berries, muted fall colors.
Silver Sagebrush	Artemesia cana	F	E	D	2-5'	Silvery, aromatic foliage; seeds, cover for animals
Fringed Sage	Artemesia frigida	F	E	E	1-2'	Delicate silvery gray foliage; seeds for birds
Big Sagebrush	Artemesia tridentata	F	E	D	2-5'	Silvery, aromatic foliage; seeds, cover for animals
Sand Sage	Artemisin filifolia	F	E	D	4'	Lovely, feathery foliage; seeds for birds.
Four-wing Saltbush	Atriplex canescens	F	E	E	4-6'	Rose-hued fruits on female plants; great bird seed
Snowbrush Ceanothus	Ceanothus velutinus	F	M	E	1-3'	Glossy leaves and spring flowers; nectar plant.
Winterfat	Ceratoides lanata	F	E	D	1-3'	Profuse fruits in fall; winter food for birds.
Curl-leaf Mtn Mohogany	Cercocarpus ledifolius	F	E	E	8-12'	Ornamental spiraled seeds; winter deer food.
Birchleaf Mtn Mohogany	Cercocarpus montanus	F	E	D	4-9'	Ornamental seed heads and fall color.
Fernbrush	Chamaebatiaria millefol	F	E	D	6-8'	Long-lasting mid-summer flowers; fernlike leaves.
Rubber Rabbitbrush	Chrysothamnus nauseo	F	E	D	2-6'	Yellow fall cover; seeds and cover for birds.
Red-osier Dogwood	Cornus sericea	P	P	E	10-15'	Spring flowers; fall white berries; winter red twigs.
Indigo Bush	Dalea fremontii	F	E	P	3'	Profuse fragrant purple flowers; nectar plant.
Mormon Tea	Ephedra nevadensis	F	E	E	2-4'	Interesting shrub accent; seeds attract quail.
Apache Plume	Fallugia paradoxa	F	G	E	3-6'	White flowers in spring; seed heads fall and winter.
Creosotebush	Larrea tridentata	F	E	D	4-10'	Screen or wind break; nectar plant; cover for birds.
Utah Honeysuckle	Lonicera utahensis	Sun	G	E	2-5'	Yellow flowers late spring; fruit for birds.
Purple Sage	Poliomintha incana	Sun	E	D	3'	Blue/purple flowers all summer; nectar plant.
Chokecherry	Prunus virginiana	P	G	D	15-20'	Spring flowers; dark purple fruit; red orange color.
Cliffrose	Purshia mexiciana	F	E	D	6'	Fragrant yellow summer flowers; fall seed plumes.
Bitterbrush	Purshia tridentata	F	E	E	2-6'	Spring yellow flowers; winter browse for deer.
Shrub Live Oak	Quercus turbinella	F	E	E	4-8'	Attractive evergreen shrub; food and cover for birds.
Wavyleaf Oak	Quercus undulata	F	G	E	4-8'	Attractive evergreen shrub; quail, chipmunk food.

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Squawbush Sumac	Rhus trolbata	F	E	D	2-6'	Red fall color; red fall fruit; food and cover for birds.
Golden Currant	Ribes aureum	P	M	D	4-6'	Yellow spring berries; red fall color; fruit for birds.
Woods Rose	Rosa woodsii	F	G	D	2-6'	Spring pink flowers; fall red hips; winter animal food.
Sandbar Willow	Salix exigua	F	P	E	5-15'	Great branch color in fall; dense cover for wildlife.
Blue Elderberry	Sambucus caerulea	F	P	D	6-12'	White spring flowers; showy dark blue fruit.
Greaswood	Sacobatus vermiculatus	F	E	E	2-6'	Light green foliage; year-round cover for small animals.
Roundleaf Buffaloberry	Shepherdia rotundifolia	F	E	E	3-4'	Reflective, silvery leaves; quail, chipmunk food.
Snowberry	Symphoricarpas species	P	G	D	3'	White berries in fall and winter; fruit for birds
Canyon Wild Grape	Vitis arizonica	F	G	D	Vine	Colorful fruit for birds; bark for nests.
Soap Tree Yucca	Yucca elata	F	E	E	6'	Creamy white blossoms; nectar for moths.
Yucca	Yucca harrimaniae	F	E	E	2-3'	Cream flowers on tall stalks; nectar for moths.

Flowering Perennials					
Common Name	**Scientific Name**	**Color**	**Bloom**	**Ht.**	**Comments**
Butteryfly Weed	Asclepias tuberosa	Orange	Su	36"	Attracts butterflies.
Desert Marigold	Baileya multiradiata	Yellow	All Su	18-24"	Very drought tolerant and showy.
Arrowleaf Balsamroot	Balsamorhiza sagittate	Yellow	Sp	16-30"	Early Season Color; large plant.
Indian Paintbrush	Catilleja linariaefolia	Red	Su	12-40"	Difficult to establish; attracts hummingbirds.
Skyrocket Gilia	Cilia aggregate	Orange	Su	12-18"	Attracts hummingbirds.
Rock Mountain Beeplant	Cleome serrulata	Pink/Purple	Sp-Su	36"	Attracts bees.
Aspen Daisy	Erigeron speciosus	Purple	Su	12-24"	Showy, aster-like flowers.
Sulpher Buckwheat	Eriogonum umbellatum	Wht/Yellow	Su	6-12"	Attracts bees, seeds in F/W, matted ground cover.
Wild Geranium	Geranium viscosissimum	Pink/Purple	Su-F	12-36"	Long blooming season.
Sunflower	Helianthus annuus	Yellow	LSu	72"	Provides bird seed for fall and winter.
Western Sunflower	Helianthus anomalus	Yellow	LSu	72"	Provides bird seed in fall.
Blue Flax	Linum lewisii	Blue	Su	24"	Prolific bloomer; spreads rapidly, use in large areas.
Silvery Lupine	Lupinus argenteus	Blue	Su	12-24"	Attracts butterflies.
Prairie Aster	Machaeranth tanacetifo.	Purple	Su-F	12-18"	Blooms late into season.
Four O'Clock	Mirabilis multipflora	Purple	All Su	24"	Stunning ornamental; attracts hummingbirds.
Bee Balm	Monarda species	Purple	All Su	24"	Attracts bees and butterflies.
Evening	Oenothera	Wht/Pink	ESu	8"	Very drought-tolerant / tough /

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Primrose	caespitose				fragrant / attracts moths.
Wasatch Penstemon	Penstemon cyananthus	Blue	Su	18-36"	Showy ornamental.
Firecracker Penstemon	Penstemon eatoni	Red	Sp-ESu	24"	Attracts hummingbirds.
Palmer Penstemon	Penstemon palmeri	Cream/Pink	ESu	36-48"	Very fragrant, tubular summer flowers.
Rocky Mt. Penstemon	Penstemon strictus	Blue/Purple	ESu	24"	Hardy; easy to grow.
Scarlet Globemallow	Sphaeralcea coccinea	Orange	Sp-F	6-12"	Flowers resemble small hollyhocks
Globemallow	Sphaeralcea grossulariaefolia	Red/Orange	Sp-F	24-36"	Very hardy; blooms all summer.

Grasses					
Common Name	**Scientific Name**	**C/W**	**DT**	**B/S**	**Ht.**
Side-oats Grama	Bouteloua curtipendula	W	E	B	12-24"
Blue Grama	Bouteloua gracilis	W	E	B/S	12-18"
Saltgrass	Distichlis spicata	W	E	S	6-20"
Great Basin Wildrye	Elymus cinereus	C	E	B	24-36"
Western Wheatgrass	Elymus smithii	C	E	S	12-24"
Slender Wheatgrass	Elymus trachycaulus	C	M	S	12-24"
Sheep Fescue	Festuca ovina	C	M	B	12-24"
Galleta	Hilaria jamesii	W	E	B/S	6-12"
Prairie Junegrass	Koeleria macrantha	C	G	B	12-24"
Sandberg Bluegrass	Poa secunda	C	E	B	12-24"
Alakali Sacaton	Sporobolus airoides	W	E	B	12-24"
Sand Dropseed	Sporobolus cryptandrus	W	E	B	12-24"
Needle and Thread	Stipa comate	C	E	B	24-36"
Indian Ricegrass	Stipa hymenoides	C	E	B	12-24"
Desert Needlegrass	Stipa speciosa	C	G	B	12-24"

22-14-13. Landscaping.

A. Purpose. The purpose of the landscaping requirements in this Chapter is (1) to promote pleasant and attractive surroundings and thereby enhance, conserve and stabilize property values, and create a more pleasant community, (2) to reduce heat, noise, and glare through the proper placement of green plants and trees, and (3) to support landscape treatments that reflect good design principles, and conserve limited resources.

B. Residential Lots. The entire front yard and side yard adjacent to a street (excluding driveways and sidewalks) of developed lots in residential zones shall be landscaped. The area of driveways on residential lots shall not exceed sixty percent (60%) of the area of the front yard or side yard in which the driveway is located. The area of all driveways on a corner lot shall not exceed fifty percent (50%) of the combined area of the front yard and side yard adjacent to a street.



Sample Landscape Plan, provided by Localscapes.com

C. Commercial, Industrial, Business Park, and Multiple Family Lots. In addition to the landscaping requirements set forth in other sections of the City Code, developed lots in commercial, industrial, business park, and multiple-family residential zones shall comply with the following requirements:

1. The strip of land between the back of the curb and the lot line, exclusive of sidewalks shall be landscaped.
2. All landscaped areas shall be separated from off-street parking areas and driveways by a concrete curb or other material approved by the City.
3. Unless expressly allowed by another section of the City Code, a required landscape area along State Street or University Parkway may not be graded to a level that is below the average grade of the front and back of the required landscaping. A required landscape area may not be graded to a depth of greater than one foot below grade when adjacent to a collector or arterial street (other than State Street or University Parkway) or to a depth of greater than three feet below grade when adjacent to any other street. The depth of any point in a landscape area shall be calculated by measuring it against the average grade of the two points located at the front and back of the required landscaping along a line that runs perpendicular to the adjacent street.
4. Where the buffered sidewalk design is used, the strip of land between the back of curb and the sidewalk shall be landscaped and contain deciduous trees as set forth in Appendix U. Trees shall be spaced at a maximum of forty feet (40') on center, midway between curb and sidewalk, except as outlined in section 22-8-8 (B)(4)(d).

D. All Developed Lots. The following shall be applicable to developed lots in all zones.

1. At least fifty percent (50%) of each contiguous area required to be landscaped under this Chapter shall be planted and maintained with some combination of grass, shrubs, trees, flowers, vines, or other living plants (excluding weeds). A contiguous area is an area that is not divided by sidewalks, drive accesses, parking, buildings, or other similar dividing features (see Figure 1). No vegetation coverage higher than 24 inches above grade shall be counted toward the total coverage requirement. For example, a tree canopy with foliage at a height of ten feet would not count as vegetative coverage for area other than that occupied by the tree trunk. All areas required to be landscaped that are not covered with living plants as described above shall be covered and maintained with:

   a. bark chips, mulches, and peat moss;

   b. decorative rocks, bricks, boulders, or gravel (provided that all such decorative materials are installed with a depth of four inches (4") or more with a weed block barrier underneath. The use of decorative rocks, boulders, and gravel is only permitted to the extent that such materials are part of a deliberate landscaping plan and not the result of the natural state of the land or neglect of the landscaping);

   c. ornamental objects such as fountains, pools, statues, retaining walls, and benches.; or

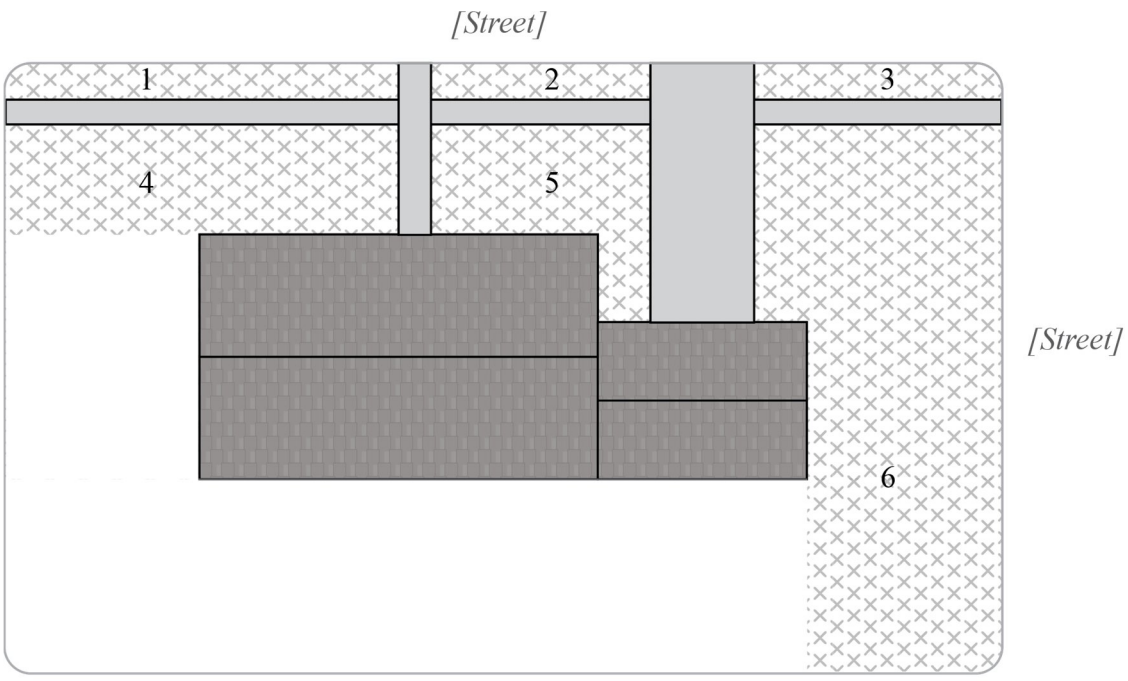
   d. artificial or synthetic turf that: (1) is a soft polyethylene green synthetic fiber, (2) has a minimum length of 1-1/2 inches (3) resembles real grass, (4) is ultra-violet light (UV) protected, treated, and tufted on a porous backing, (5) has a surface that is infilled with a natural material such as sand, (6) is permanently affixed to the ground to create a stable, weighted surface, (7) is installed over a landscaping fabric that prevents the infiltration of weeds or unwanted vegetation, (8) is installed on a surface that is designed, compacted, and graded for positive drainage. However, artificial and synthetic turf are not allowed in any landscaped buffer strip located between a public street and a required sidewalk.

2. The use of native, low maintenance, drought-tolerant plants in combination with non-living materials that help retain moisture such as mulch and decorative gravel (xeriscape) is encouraged

to meet the landscaping requirements described above. A non-exhaustive list of native, drought-tolerant species can be found in Appendix “VV”.

3. The minimum required living landscape coverage requirement shall be reduced from 50% to 45% where three or more trees are maintained in the front yard or side yard adjacent to a street over and above the number of trees that are required in such areas elsewhere in the City Code.

Figure 1: Example Diagram of Contiguous Areas



- Required Landscaped Area

1, 2, 3: Buffered Sidewalk Areas
4, 5: Front Yard
6: Front Yard and Street Side Yard
* Numbers correspond to contiguous landscape areas.

4. All required landscaped areas shall be maintained in a neat, clean, and orderly condition and in accordance with good landscape maintenance practices. This includes proper pruning, lawn mowing, weeding, removing of litter, fertilizing, replacing of dead plants and the regular watering of all living material within landscaped areas. Required landscape maintenance also includes the removal of trees that pose a safety hazard; trees that are dead, decayed, or diseased; and weeds or debris that constitute unsightly appearance, present a danger to public safety and welfare, or prove detrimental to neighboring properties.

5. The following images provide examples of specific landscaping principles as noted.



Example of ~90% Living Vegetation Coverage with Traditional Lawn



Example of ~85% Vegetation Coverage with a Traditional Lawn and Some Xeriscape



Example of ~90% Living Vegetation Coverage with Xeriscape and Some Traditional Lawn



Example of ~85% Living Vegetation Coverage with Xeriscape



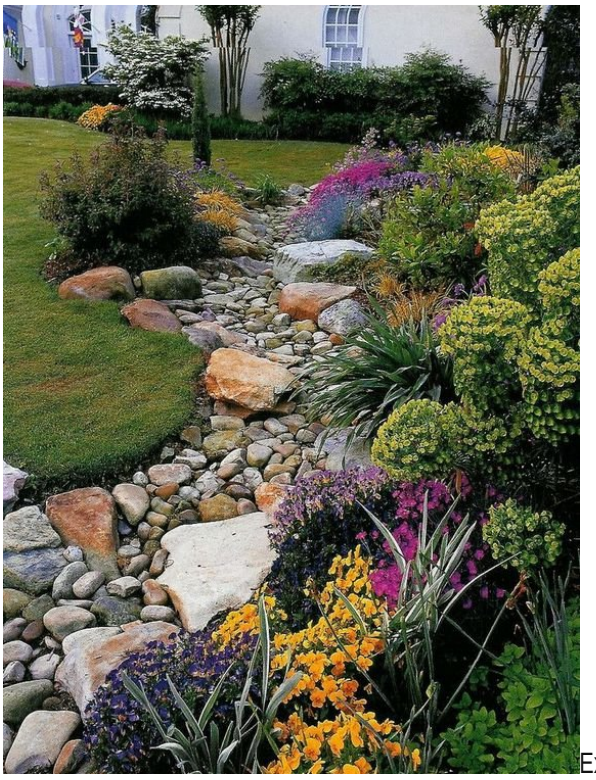
Example of ~80% Living Vegetation Coverage with Xeriscape



Example of ~75% Living Vegetation Coverage with Xeriscape



Example of ~70% Living Vegetation Coverage with Xeriscape



Example of ~85% Living Vegetation Coverage with a Dry Riverbed Feature

Other Sections to be amended

22-2. Definitions.

Landscaping shall mean the intentional application or use of some combination of grass, shrubs, trees, flowers, vines, or other living plants, bark chips, mulches, peat moss, rocks, boulders, gravel, synthetic turf, fountains, pools, statues, retaining walls, and benches as allowed or required by Section 22-14-13.

22-6-10(F)(5) (Utility Substations)

5. The entire front yard and side yard adjacent to a street shall be landscaped. A minimum of one tree for every forty lineal feet of street frontage (minimum two inch caliper size) shall be required. The required trees may be clustered;

22-6-10(G)(7) (Conditional Use Permit in Certain Historic Buildings)

7.

22-7-12. Development Standards and Requirements.

G. Landscaping.

1. All land within a PRD not covered by buildings, driveways, sidewalks, structures, and patios shall be designated as common area and shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. Deciduous trees shall be planted and maintained in the landscape strips located between the curb and the sidewalk adjacent to a public street with at least one tree for every forty feet and spaced no more than forty feet apart. However, trees in a landscape strip may be clustered in situations where the City Engineer determines that such clustering is necessary to avoid interference with public utilities. All landscaping shall have a permanent underground sprinkling system.

K. Recreational Vehicle Storage. Owners shall not park or store recreational vehicles within a PRD except in an area the City Council has approved as part of the site plan for the storage of recreational vehicles. This requirement, with appropriate enforcement provisions, shall be included in all Covenants, Conditions and Restrictions, that run with the property; homeowners association bylaws; leases; rental agreements; etc. Land included in an approved RV storage area may be counted towards the 40% landscaping requirement; provided however, a maximum of 2% of the net acreage of the project may be used for this credit, so that in no event will the total amount of actual landscaping be less than 38% of the project net acreage. The developer shall enclose RV storage areas with a six foot (6') high sight obscuring fence and pave the area with concrete or asphalt.

U. Consolidation of Open Spaces. All PRDs with a density over nine units per acre shall include at least two (2) or more open spaces in the forty percent (40%) landscaping requirement. An open space is a single, contiguous landscaped area that may also include recreational facilities such as playground equipment, basketball or tennis court, swimming pool, etc. The consolidated open space shall be at

least two hundred twenty-five (225) square feet for each dwelling unit in the PRD and shall not be located within any required setback adjacent to a public street. Developers shall landscape the open space and design it as a recreational area for both children and adults. The open space shall be designed so that a horizontal rectangle inscribed within it has no dimension less than forty feet (40'). The consolidated open space requirement shall not have more than fifty percent (50%) of the area with slopes more than thirty percent (30%).

22-8-8(B)(4). (Zone Development Standards)

4. Buffered Sidewalks

c. Vegetation coverage. Landscaped areas shall have a minimum of 50% living vegetation coverage. No vegetation coverage higher than 24 inches above grade shall be counted toward the total coverage requirement. No landscaping shall be required at vehicle access points, and vehicular accesses do not apply toward the total area required for vegetation coverage. Planter boxes, plants, and other vegetation outside of required landscaping areas are encouraged, but do not apply toward the total vegetation requirement. d. Tree position and spacing. Trees shall be planted and maintained in the planter strips along State Street and shall be spaced evenly one tree for every 40 linear feet (or fraction thereof) of landscaped frontage. Trees shall be planted in the planter strips along State Street Connector Streets and shall be spaced one tree for every 40 linear feet of landscaped frontage. Trees must be spaced to best align with neighboring properties and to maximize the potential number of trees that can be planted. Trees must also be planted in the planter strip no more than 4 feet in from the inside sidewalk edge.

22-8-9 (Landscaping)

A. Landscaping requirements for all commercial areas. The following requirements shall apply to development in all commercial zones except the PO and C3 zones. However, to the extent that any of these requirements conflict with the requirements for development in the State Street Corridor Area set forth in Section 22-8-8(B), the State Street Corridor Area standards shall apply. In all commercial zones, except the PO and C3 zones, a landscaped area shall be provided. Landscaped areas shall be at least as wide as the required setback and be maintained along the right-of-way line of dedicated streets, except as provided below:

G. Landscaping within the PO and C3 Zones shall be as follows:

1. A landscaped area shall be installed and maintained along the right-of-way line of dedicated streets. The landscaped areas shall be at least twenty feet (20') wide in the PO Zone, and twenty-five feet (25') wide in the C3 Zone. These areas shall be varied in height to create a more natural look, and shall meander within the landscaped width.
2. In the C3 Zone, a ten (10) foot wide landscaped strip be provided along the masonry fence required in subparagraph (A) of Section 22-14-19(E) of this Chapter. Trees shall be Norway Maples, Littleleaf Lindens, or some other tree listed in Appendix "U", and shall be planted a distance of three feet (3') from the masonry fence required in subparagraph (A) of Section 22-14-19(E) of this Chapter. No impervious material shall be placed closer than three feet (3') from the trunk of the tree. Trees shall

be at least two inches (2') in caliper, and shall be spaced no more than thirty feet (30') on center, unless otherwise specified in this Article. An underground sprinkling system shall be provided to each tree.

All landscaped areas shall be maintained in accordance with good landscaping practices. All landscaping shall have an automatic underground sprinkling system. Landscaped areas shall have either deciduous trees of Norway Maples, Littleleaf Lindens, or some other tree listed in Appendix "U", with the deciduous trees at least two inches (2") in caliper (measured at 4 feet from grade) or the evergreen trees eight feet (8') in height with the number of trees being at least one (1) tree for every forty feet (40') of street frontage and residential lot line frontage.

22-9-7 (Landscaping)

A. In the BP and CM zones a bermed landscaping strip in width of at least the required setback shall be provided and maintained along the right-of-way line of dedicated streets, except as provided below:

22-11-13 (D)(5)(a)

A landscaped strip shall be installed adjacent to all dedicated streets. The landscaped strip shall be at least ten feet (10') in width along Center Street and Orem Boulevard, and at least forty feet (40') along 200 West Street, and the entire setback area, specified in subparagraph (D)(1) above, along 165 South Street. The landscaped strip shall have berms that vary in height above the grade of the sidewalk and that meander within the landscaped width.

22-11-16 (E)(8)(a)

A landscaped strip shall be installed adjacent to all dedicated streets. The landscaped strip shall be at least ten feet (10') in width along 800 North Street and 800 East Street, and shall encompass the entire setback area, specified in subparagraph (E)(1) above, along 700 North Street. The landscaped strip shall have berms that vary in height above the grade of the sidewalk and that meander within the landscaped strip.

22-11-22 (E)(1)(b)

A landscape berm, at least one foot (1') above the grade of the back of the sidewalk and a maximum of three feet (3') in height, shall meander and vary in height within an area at least fourteen feet (14') in width along the right-of-way line of 800 North Street and ten feet (10') in width along the right-of-way of 800 East Street; and

22-11-23 (B)(6)(b)

All land not covered by buildings, driveways, sidewalks, structures and patios shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. All landscaping shall have a permanent underground sprinkling system.

22-11-24 (E)(18)

Street Trees. London Plane Trees at least two inches (2") in caliper, measured four feet above the ground, shall be planted forty feet (40)'on center in a landscape strip at least twenty feet (20') in width along the right-of-way of 1300 South Street and Main Street.

22-11-27 (O)(6)(a)

All land within the PD-15 zone not covered by buildings, roads, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-28 (N)(Landscaping)(a)

All land within the PD-16 development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-29 (M)(3), (6)(a)

Setbacks. All dwelling units shall be set back a minimum of twenty feet (20') from dedicated streets and from property not part of the PD-17 Zone, except that minimum side yard setbacks adjacent to commercial zones shall be ten feet (10'). All parking spaces, drives, and accessory structures shall be set back a minimum of twenty feet (20') from any public street. All setbacks adjacent to dedicated streets shall be landscaped.

All land within the PD-17 development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-33(P)(7)

Streetscape features. The design of the commercial village area streets shall incorporate the use of streetscape features, such as trees, planters, benches, drinking fountains, decorative garbage cans, and at least one outdoor clock and one water fountain. A minimum of 15% of the sidewalk area of the sidewalks in the commercial village area shall be landscaped . A minimum of one (1) tree shall be planted in the commercial village sidewalk area every forty feet (40)'.

22-11-35 (L)(5)(a)

All land within the PD-22 zone not covered by buildings, streets, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, and parking areas shall be permanently landscaped and maintained in accordance with good landscaping practices. All landscaping shall have a permanent working underground sprinkling system.

22-11-36 (F)(11)(a)

All land within the PD-23 zone not covered by buildings, streets, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped

and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working, underground sprinkling system.

22-11-42 (G)(6)(a)

All land within the PD-29 development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-43 (F)(9)(a)

All land within the PD-30 zone not covered by buildings, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working underground sprinkling system.

22-11-44 (G)(5)(a)

All land within the PD-31 development not covered by buildings, driveways, sidewalks, and parking areas, as shown in Appendix Y shall be permanently landscaped and maintained in accordance with good landscaping practice. All areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-45 (H)(5)

Landscaping. Landscaping shall be provided as generally shown in the Concept Plan. All land not covered by buildings, driveways, sidewalks or parking areas shall be permanently landscaped.

22-11-46 (G)(5)(c)

All other land within the PD-33 zone not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped.

22-11-47 (H)(4)(c)

All other land within the PD-34 zone not covered by buildings, driveways, sidewalks, parking areas, playgrounds, plazas, hardscape or other Amenities shall be landscaped.

22-11-50 (F)(10)(a)

Landscaping shall be maintained in the area between all buildings and back of sidewalks and the area between all parking and back of sidewalk. Landscaping shall also be maintained in all required landscaped strips. All land within the PD-37 zone not covered by buildings, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped. All landscaping shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working underground sprinkling system.

22-11-51 (H)(8)(a)

All land within the PD-38 development not covered by buildings, driveways, sidewalk, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-52 (H)(10)(a)

All land within the PD-39 development not covered by buildings, driveways, sidewalk, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-53 (H)(8)(a)

All land within the PD-40 zone not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and shall be maintained in accordance with good landscaping practice. All required setback areas adjacent to public streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-54 (H)(9)(a)

All land within the PD-41 zone not covered by buildings, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas, shall be permanently landscaped and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, underground sprinkling system.

22-11-56 (H)(12)(a)

All land within the PD-43 zone not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practices. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-60 (H)(10)(a)

All land within the PD-47 development not covered by buildings, driveways, sidewalk, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-61 (I)(3)(a)

All land within the PD-48 zone not covered by buildings, driveways, sidewalks, parking areas, playgrounds, plazas, hardscape or other amenities shall be landscaped.

22-12-2 (J)(5)(a)

All land within the student housing overlay zone not covered by buildings, driveways, sidewalks, structures, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practices. All landscaping shall have a permanent underground sprinkling system.

22-12-7 (O)(9)(a)

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

22-14-7 (B)(1) Conservation of values.

All required landscaping shall be completed within one (1) year of the date of the issuance of a final certificate of occupancy.

Section 22-14-7

B. Any lot in any zone shall be improved and maintained as follows:

1. All required landscaping shall be completed within one (1) year of the date of the issuance of a final certificate of occupancy.

Section 22-14-14(A)(3) (Sale of agricultural products in any zone)

3. The entire area contained within a required front setback or required side setback adjacent to a street shall be landscaped.

22-15-2

Landscaping shall mean the intentional application or use of some combination of grass, shrubs, trees, flowers, vines, other living plants, bark chips, mulches, peat moss, rocks, boulders, gravel synthetic turf, fountains pools statues, retaining walls, and benches as allowed or required by Section 22-14-13.

Appendix VV

Native, Drought-Tolerant Species (non-exhaustive)

Legend:

Sun Exposure (Sun): F = Full Sun | P = Partial Shade | S = Shade
Drought Tolerance (DT): E = Excellent | G = Good | M = Moderate | P = Poor
Deciduous/Evergreen (D/E): D = Deciduous | E = Evergreen
Grass Season Type (C/W): C = Cool Season | W = Warm Season
Grass Growth Type (B/S): B = Bunch | S = Sod

Trees						
Common Name	**Scientific Name**	**Sun**	**DT**	**D/E**	**Ht.**	**Comments**
White Fir	Abies concolor	P	M	E	70'	Beautiful in mass or alone.
Subalpine Fir	Abies lasiocarpa	S	P	E	80'	Cover for birds; food for squirrels; for small spaces.
Catclaw Acacia	Acacia greggii	F	E	D	20'	Nectar for bees, butterflies; forms thorny thicket.
Big Tooth Maple	Acer grandidentatum	F	G	D	30'	Food, cover for bird, mammals, deer; fall color.
Thinleaf Alder	Ainus incana	P	P	D	30'	Seed, cover for birds; spring "cones"; winter bark.
Water Birch	Betula occidentalis	F	G	D	5-20'	Seed, cover for birds; nice winter form, branch color.
Desert Willow	Chilopsis linearis	F	G	D	25'	Nectar for hummingbirds; profuse pink flowers.
River Hawthorne	Crataegus douglasil	F	P	D	5-25'	Nesting cover, fruit for birds; nice blossoms and fruit.
Singleleaf Ash	Fraxinus anomalus	F	G	D	20'	Seeds for birds, mammals; start from seed, cutting.
Velvet Ash	Fraxinus velutina	F	G	D	40'	Provides seed for birds; velvety leaves.
Utah Juniper	Jun. osteosperma	F	E	E	30'	Food, cover for birds, mammals; nice bark, form.
Blue Spruce	Picea pungens	P	P	E	70'	Cover for birds, mammals; blue-green foliage.
Singleleaf Pinyon	Pinus edulis	F	E	E	20'	Pine nuts for birds, mammals; slow-growth; graceful.
Pinyon Pine	Pinus monophylla	F	E	E	20'	Pine nuts for birds, mammals; picturesque evergreen.
Narrowleaf Cottonwood	Populus angustifolia	F	M	D	40'	Soft wood for nest cavities; medium-size shade tree.
Fremont Cottonwood	Populus fremontii	F	G	D	55'	Soft wood for nest cavities; fem. produces cotton.
Fremont Popular	Populus frenentii	F	M	D	60'	Soft wood for nest cavities; fem. produces cotton.
Velvet Mesquite	Populus glandulosa	F	E	D	30'	Bee nectar; bird food; green foliage, 3-6" seedpods.
Douglas Fir	Pseudotsuga menziesii	P	M	E	80'	Year-round bird cover, pretty screen, windbreak.
Gambel Oak	Quercus gambelii	F	G	D	30'	Acorns; winter cover; not hardy N. of Ogden.

New Mexico Locust	Robinia neomexicana	F	G	D	25'	Bee nectar; seeds for quail, squirrels; lav. Flowers.
Dwarf Mountain Ash	Sorbus scopulina	P	P	D	13'	Fruit for birds, white flowers in spring; berries in fall.

Shrubs						
Common Name	**Scientific Name**	**Sun**	**DT**	**D/E**	**Ht.**	**Comments**
Utah Serviceberry	Amelanchier utahensis	F	G	D	6-15'	Spring flowers, purple berries, muted fall colors.
Silver Sagebrush	Artemesia cana	F	E	D	2-5'	Silvery, aromatic foliage; seeds, cover for animals
Fringed Sage	Artemesia frigida	F	E	E	1-2'	Delicate silvery gray foliage; seeds for birds
Big Sagebrush	Artemesia tridentata	F	E	D	2-5'	Silvery, aromatic foliage; seeds, cover for animals
Sand Sage	Artemisin filifolia	F	E	D	4'	Lovely, feathery foliage; seeds for birds.
Four-wing Saltbush	Atriplex canescens	F	E	E	4-6'	Rose-hued fruits on female plants; great bird seed
Snowbrush Ceanothus	Ceanothus velutinus	F	M	E	1-3'	Glossy leaves and spring flowers; nectar plant.
Winterfat	Ceratoides lanata	F	E	D	1-3'	Profuse fruits in fall; winter food for birds.
Curl-leaf Mtn Mohogany	Cercocarpus ledifolius	F	E	E	8-12'	Ornamental spiraled seeds; winter deer food.
Birchleaf Mtn Mohogany	Cercocarpus montanus	F	E	D	4-9'	Ornamental seed heads and fall color.
Fernbrush	Chamaebatiaria millefol	F	E	D	6-8'	Long-lasting mid-summer flowers; fernlike leaves.
Rubber Rabbitbrush	Chrysothamnus nauseo	F	E	D	2-6'	Yellow fall cover; seeds and cover for birds.
Red-osier Dogwood	Cornus sericea	P	P	E	10-15'	Spring flowers; fall white berries; winter red twigs.
Indigo Bush	Dalea fremontii	F	E	P	3'	Profuse fragrant purple flowers; nectar plant.
Mormon Tea	Ephedra nevadensis	F	E	E	2-4'	Interesting shrub accent; seeds attract quail.
Apache Plume	Fallugia paradoxa	F	G	E	3-6'	White flowers in spring; seed heads fall and winter.
Creosotebush	Larrea tridentata	F	E	D	4-10'	Screen or wind break; nectar plant; cover for birds.
Utah Honeysuckle	Lonicera utahensis	Sun	G	E	2-5'	Yellow flowers late spring; fruit for birds.
Purple Sage	Poliomintha incana	Sun	E	D	3'	Blue/purple flowers all summer; nectar plant.
Chokecherry	Prunus virginiana	P	G	D	15-20'	Spring flowers; dark purple fruit; red orange color.
Cliffrose	Purshia mexiciana	F	E	D	6'	Fragrant yellow summer flowers; fall seed plumes.
Bitterbrush	Purshia tridentata	F	E	E	2-6'	Spring yellow flowers; winter browse for deer.
Shrub Live Oak	Quercus turbinella	F	E	E	4-8'	Attractive evergreen shrub; food and cover for birds.

Wavyleaf Oak	Quercus undulata	F	G	E	4-8'	Attractive evergreen shrub; quail, chipmunk food.
Squawbush Sumac	Rhus trolbata	F	E	D	2-6'	Red fall color; red fall fruit; food and cover for birds.
Golden Currant	Ribes aureum	P	M	D	4-6'	Yellow spring berries; red fall color; fruit for birds.
Woods Rose	Rosa woodsii	F	G	D	2-6'	Spring pink flowers; fall red hips; winter animal food.
Sandbar Willow	Salix exigua	F	P	E	5-15'	Great branch color in fall; dense cover for wildlife.
Blue Elderberry	Sambucus caerulea	F	P	D	6-12'	White spring flowers; showy dark blue fruit.
Greaswood	Sacobatus vermiculatus	F	E	E	2-6'	Light green foliage; year-round cover for small animals.
Roundleaf Buffaloberry	Shepherdia rotundifolia	F	E	E	3-4'	Reflective, silvery leaves; quail, chipmunk food.
Snowberry	Symphoricarpas species	P	G	D	3'	White berries in fall and winter; fruit for birds
Canyon Wild Grape	Vitis arizonica	F	G	D	Vine	Colorful fruit for birds; bark for nests.
Soap Tree Yucca	Yucca elata	F	E	E	6'	Creamy white blossoms; nectar for moths.
Yucca	Yucca harrimaniae	F	E	E	2-3'	Cream flowers on tall stalks; nectar for moths.

Flowering Perennials					
Common Name	**Scientific Name**	**Color**	**Bloom**	**Ht.**	**Comments**
Butteryfly Weed	Asclepias tuberosa	Orange	Su	36"	Attracts butterflies.
Desert Marigold	Baileya multiradiata	Yellow	All Su	18-24"	Very drought tolerant and showy.
Arrowleaf Balsamroot	Balsamorhiza sagittate	Yellow	Sp	16-30"	Early Season Color; large plant.
Indian Paintbrush	Catilleja linariaefolia	Red	Su	12-40"	Difficult to establish; attracts hummingbirds.
Skyrocket Gilia	Cilia aggregate	Orange	Su	12-18"	Attracts hummingbirds.
Rock Mountain Beeplant	Cleome serrulata	Pink/Purple	Sp-Su	36"	Attracts bees.
Aspen Daisy	Erigeron speciosus	Purple	Su	12-24"	Showy, aster-like flowers.
Sulpher Buckwheat	Eriogonum umbellatum	Wht/Yellow	Su	6-12"	Attracts bees, seeds in F/W, matted ground cover.
Wild Geranium	Geranium viscosissimum	Pink/Purple	Su-F	12-36"	Long blooming season.
Sunflower	Helianthus annuus	Yellow	LSu	72"	Provides bird seed for fall and winter.
Western Sunflower	Helianthus anomalus	Yellow	LSu	72"	Provides bird seed in fall.
Blue Flax	Linum lewisii	Blue	Su	24"	Prolific bloomer; spreads rapidly, use in large areas.
Silvery Lupine	Lupinus argenteus	Blue	Su	12-24"	Attracts butterflies.
Prairie Aster	Machaeranth tanacetifo.	Purple	Su-F	12-18"	Blooms late into season.

Four O'Clock	Mirabilis multipflora	Purple	All Su	24"	Stunning ornamental; attracts hummingbirds.
Bee Balm	Monarda species	Purple	All Su	24"	Attracts bees and butterflies.
Evening Primrose	Oenothera caespitose	Wht/Pink	ESu	8"	Very drought-tolerant / tough / fragrant / attracts moths.
Wasatch Penstemon	Penstemon cyananthus	Blue	Su	18-36"	Showy ornamental.
Firecracker Penstemon	Penstemon eatoni	Red	Sp-ESu	24"	Attracts hummingbirds.
Palmer Penstemon	Penstemon palmeri	Cream/Pink	ESu	36-48"	Very fragrant, tubular summer flowers.
Rocky Mt. Penstemon	Penstemon strictus	Blue/Purple	ESu	24"	Hardy; easy to grow.
Scarlet Globemallow	Sphaeralcea coccinea	Orange	Sp-F	6-12"	Flowers resemble small hollyhocks
Globemallow	Sphaeralcea grossulariaefolia	Red/Orange	Sp-F	24-36"	Very hardy; blooms all summer.

Grasses					
Common Name	**Scientific Name**	**C/W**	**DT**	**B/S**	**Ht.**
Side-oats Grama	Bouteloua curtipendula	W	E	B	12-24"
Blue Grama	Bouteloua gracilis	W	E	B/S	12-18"
Saltgrass	Distichlis spicata	W	E	S	6-20"
Great Basin Wildrye	Elymus cinereus	C	E	B	24-36"
Western Wheatgrass	Elymus smithii	C	E	S	12-24"
Slender Wheatgrass	Elymus trachycaulus	C	M	S	12-24"
Sheep Fescue	Festuca ovina	C	M	B	12-24"
Galleta	Hilaria jamesii	W	E	B/S	6-12"
Prairie Junegrass	Koeleria macrantha	C	G	B	12-24"
Sandberg Bluegrass	Poa secunda	C	E	B	12-24"
Alakali Sacaton	Sporobolus airoides	W	E	B	12-24"
Sand Dropseed	Sporobolus cryptandrus	W	E	B	12-24"
Needle and Thread	Stipa comate	C	E	B	24-36"
Indian Ricegrass	Stipa hymenoides	C	E	B	12-24"
Desert Needlegrass	Stipa speciosa	C	G	B	12-24"

Exhibit A

22-14-13. Landscaping.

A. Purpose. The purpose of the landscaping requirements in this Chapter is (1) to promote pleasant and attractive surroundings and thereby enhance, conserve and stabilize property values, and create a more pleasant community, (2) to reduce heat, noise, and glare through the proper placement of green plants and trees, and (3) to support landscape treatments that reflect good design principles, and conserve limited resources.

B. Residential Lots. The entire front yard and side yard adjacent to a street (excluding driveways and sidewalks) of developed lots in residential zones shall be landscaped. The area of driveways on residential lots shall not exceed sixty percent (60%) of the area of the front yard or side yard in which the driveway is located. The area of all driveways on a corner lot shall not exceed fifty percent (50%) of the combined area of the front yard and side yard adjacent to a street.



Sample Landscape Plan, provided by Localscapes.com

C. Commercial, Industrial, Business Park, and Multiple Family Lots. In addition to the landscaping requirements set forth in other sections of the City Code, developed lots in commercial, industrial, business park, and multiple-family residential zones shall comply with the following requirements:

1. The strip of land between the back of the curb and the lot line, exclusive of sidewalks shall be landscaped.
2. All landscaped areas shall be separated from off-street parking areas and driveways by a concrete curb or other material approved by the City.
3. Unless expressly allowed by another section of the City Code, a required landscape area along State Street or University Parkway may not be graded to a level that is below the average grade of the front and back of the required landscaping. A required landscape area may not be graded to a depth of greater than one foot below grade when adjacent to a collector or arterial street (other than State Street or University Parkway) or to a depth of greater than three feet below grade when adjacent to any other street. The depth of any point in a landscape area shall be calculated by measuring it against the average grade of the two points located at the front and back of the required landscaping along a line that runs perpendicular to the adjacent street.

4. Where the buffered sidewalk design is used, the strip of land between the back of curb and the sidewalk shall be landscaped and contain deciduous trees as set forth in Appendix U. Trees shall be spaced at a maximum of forty feet (40') on center, midway between curb and sidewalk, except as outlined in section 22-8-8 (B)(4)(d).

D. All Developed Lots. The following shall be applicable to developed lots in all zones.

1. At least fifty percent (50%) of each contiguous area required to be landscaped under this Chapter shall be planted and maintained with some combination of grass, shrubs, trees, flowers, vines, or other living plants (excluding weeds). A contiguous area is an area that is not divided by sidewalks, drive accesses, parking, buildings, or other similar dividing features (see Figure 1). No vegetation coverage higher than 24 inches above grade shall be counted toward the total coverage requirement. For example, a tree canopy with foliage at a height of ten feet would not count as vegetative coverage for area other than that occupied by the tree trunk. All areas required to be landscaped that are not covered with living plants as described above shall be covered and maintained with:

   a. bark chips, mulches, and peat moss;

   b. decorative rocks, bricks, boulders, or gravel (provided that all such decorative materials are installed with a depth of four inches (4") or more with a weed block barrier underneath. The use of decorative rocks, boulders, and gravel is only permitted to the extent that such materials are part of a deliberate landscaping plan and not the result of the natural state of the land or neglect of the landscaping);

   c. ornamental objects such as fountains, pools, statues, retaining walls, and benches.; or

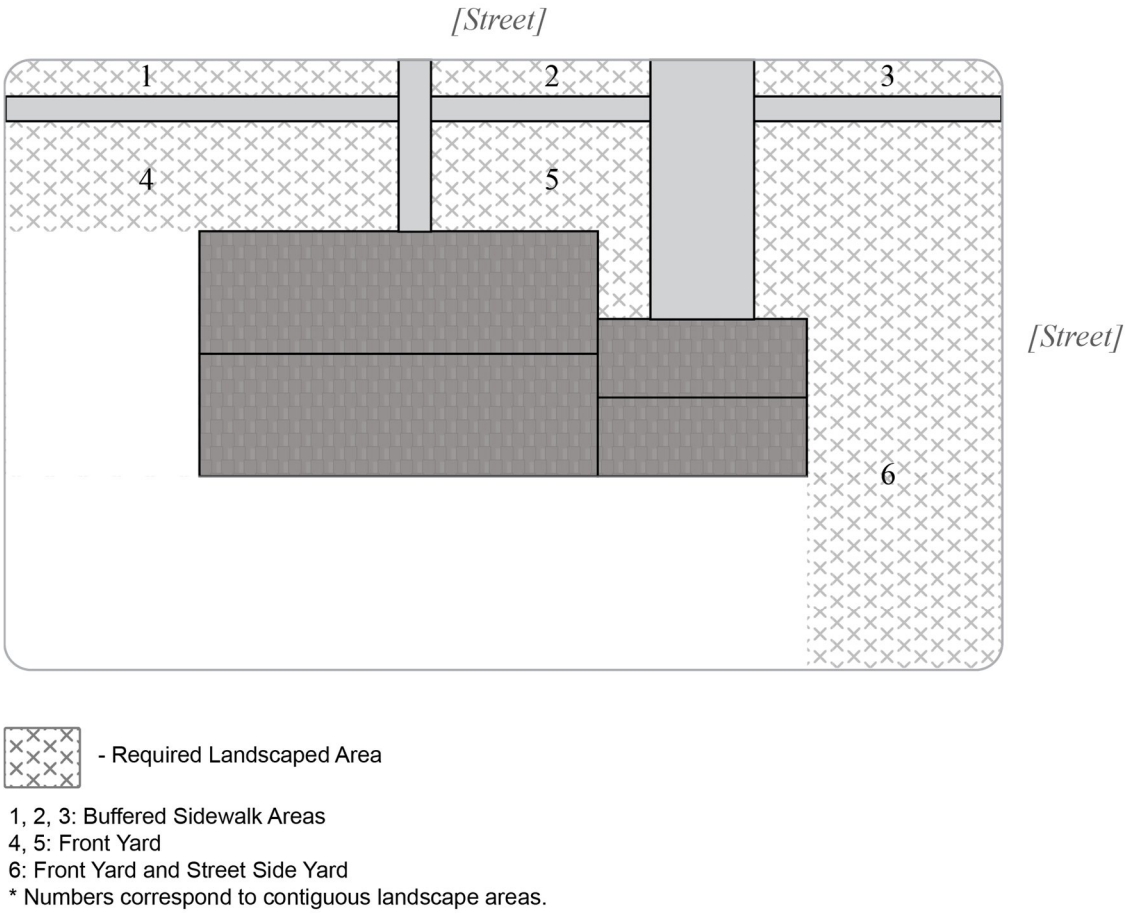
   d. artificial or synthetic turf that: (1) is a soft polyethylene green synthetic fiber, (2) has a minimum length of 1-1/2 inches (3) resembles real grass, (4) is ultra-violet light (UV) protected, treated, and tufted on a porous backing, (5) has a surface that is infilled with a natural material such as sand, (6) is permanently affixed to the ground to create a stable, weighted surface, (7) is installed over a landscaping fabric that prevents the infiltration of weeds or unwanted vegetation, (8) is installed on a surface that is designed, compacted, and graded for positive drainage. However, artificial

and synthetic turf are not allowed in any landscaped buffer strip located between a public street and a required sidewalk.

2. The use of native, low maintenance, drought-tolerant plants in combination with non-living materials that help retain moisture such as mulch and decorative gravel (xeriscape) is encouraged to meet the landscaping requirements described above. A non-exhaustive list of native, drought-tolerant species can be found in Appendix “VV”.

3. The minimum required living landscape coverage requirement shall be reduced from 50% to 45% where three or more trees are maintained in the front yard or side yard adjacent to a street over and above the number of trees that are required in such areas elsewhere in the City Code.

Figure 1: Example Diagram of Contiguous Areas



4. All required landscaped areas shall be maintained in a neat, clean, and orderly condition and in accordance with good landscape maintenance practices. This includes proper pruning, lawn mowing, weeding, removing of litter, fertilizing, replacing of dead plants and the regular watering of all living material within landscaped areas. Required landscape maintenance also includes the removal of trees that pose a safety hazard; trees that are dead, decayed, or diseased; and weeds or debris that constitute unsightly appearance, present a danger to public safety and welfare, or prove detrimental to neighboring properties.

5. The following images provide examples of specific landscaping principles as noted.



Example of ~90% Living Vegetation Coverage with Traditional Lawn



Example of ~85% Vegetation Coverage with a Traditional Lawn and Some Xeriscape



Example of ~90% Living Vegetation Coverage with Xeriscape and Some Traditional Lawn



Example of ~85% Living Vegetation Coverage with Xeriscape



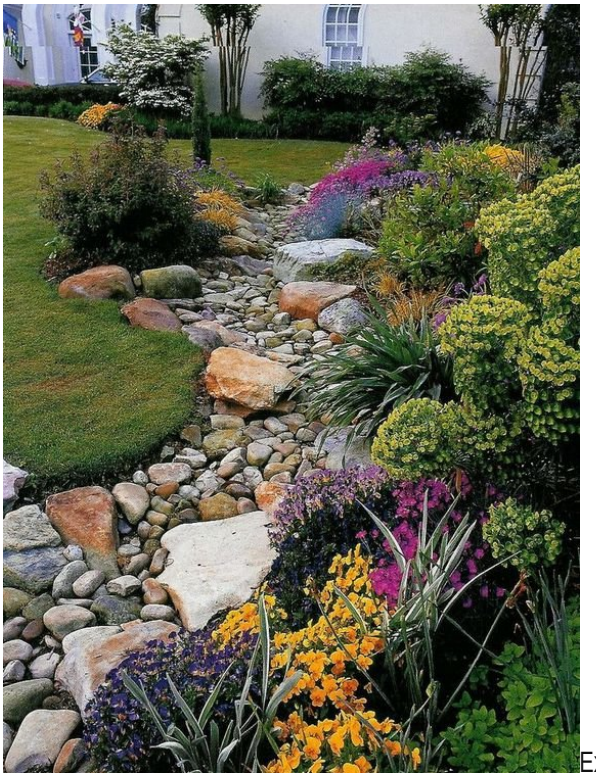
Example of ~80% Living Vegetation Coverage with Xeriscape



Example of ~75% Living Vegetation Coverage with Xeriscape



Example of ~70% Living Vegetation Coverage with Xeriscape



Example of ~85% Living Vegetation Coverage with a Dry Riverbed Feature

Other Sections to be amended

22-2. Definitions.

Landscaping shall mean the intentional application or use of some combination of grass, shrubs, trees, flowers, vines, or other living plants, bark chips, mulches, peat moss, rocks, boulders, gravel, synthetic turf, fountains, pools, statues, retaining walls, and benches as allowed or required by Section 22-14-13.

22-6-10(F)(5) (Utility Substations)

5. The entire front yard and side yard adjacent to a street shall be landscaped. A minimum of one tree for every forty lineal feet of street frontage (minimum two inch caliper size) shall be required. The required trees may be clustered;

22-6-10(G)(7) (Conditional Use Permit in Certain Historic Buildings)

7.

22-7-12. Development Standards and Requirements.

G. Landscaping.

1. All land within a PRD not covered by buildings, driveways, sidewalks, structures, and patios shall be designated as common area and shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. Deciduous trees shall be planted and maintained in the landscape strips located between the curb and the sidewalk adjacent to a public street with at least one tree for every forty feet and spaced no more than forty feet apart. However, trees in a landscape strip may be clustered in situations where the City Engineer determines that such clustering is necessary to avoid interference with public utilities. All landscaping shall have a permanent underground sprinkling system.

K. Recreational Vehicle Storage. Owners shall not park or store recreational vehicles within a PRD except in an area the City Council has approved as part of the site plan for the storage of recreational vehicles. This requirement, with appropriate enforcement provisions, shall be included in all Covenants, Conditions and Restrictions, that run with the property; homeowners association bylaws; leases; rental agreements; etc. Land included in an approved RV storage area may be counted towards the 40% landscaping requirement; provided however, a maximum of 2% of the net acreage of the project may be used for this credit, so that in no event will the total amount of actual landscaping be less than 38% of the project net acreage. The developer shall enclose RV storage areas with a six foot (6') high sight obscuring fence and pave the area with concrete or asphalt.

U. Consolidation of Open Spaces. All PRDs with a density over nine units per acre shall include at least two (2) or more open spaces in the forty percent (40%) landscaping requirement. An open space is a single, contiguous landscaped area that may also include recreational facilities such as playground

equipment, basketball or tennis court, swimming pool, etc. The consolidated open space shall be at least two hundred twenty-five (225) square feet for each dwelling unit in the PRD and shall not be located within any required setback adjacent to a public street. Developers shall landscape the open space and design it as a recreational area for both children and adults. The open space shall be designed so that a horizontal rectangle inscribed within it has no dimension less than forty feet (40'). The consolidated open space requirement shall not have more than fifty percent (50%) of the area with slopes more than thirty percent (30%).

22-8-8(B)(4). (Zone Development Standards)

4. Buffered Sidewalks

c. Vegetation coverage. Landscaped areas shall have a minimum of 50% living vegetation coverage. No vegetation coverage higher than 24 inches above grade shall be counted toward the total coverage requirement. No landscaping shall be required at vehicle access points, and vehicular accesses do not apply toward the total area required for vegetation coverage. Planter boxes, plants, and other vegetation outside of required landscaping areas are encouraged, but do not apply toward the total vegetation requirement. d. Tree position and spacing. Trees shall be planted and maintained in the planter strips along State Street and shall be spaced evenly one tree for every 40 linear feet (or fraction thereof) of landscaped frontage. Trees shall be planted in the planter strips along State Street Connector Streets and shall be spaced one tree for every 40 linear feet of landscaped frontage. Trees must be spaced to best align with neighboring properties and to maximize the potential number of trees that can be planted. Trees must also be planted in the planter strip no more than 4 feet in from the inside sidewalk edge.

22-8-9 (Landscaping)

A. Landscaping requirements for all commercial areas. The following requirements shall apply to development in all commercial zones except the PO and C3 zones. However, to the extent that any of these requirements conflict with the requirements for development in the State Street Corridor Area set forth in Section 22-8-8(B), the State Street Corridor Area standards shall apply. In all commercial zones, except the PO and C3 zones, a landscaped area shall be provided. Landscaped areas shall be at least as wide as the required setback and be maintained along the right-of-way line of dedicated streets, except as provided below:

G. Landscaping within the PO and C3 Zones shall be as follows:

1. A landscaped area shall be installed and maintained along the right-of-way line of dedicated streets. The landscaped areas shall be at least twenty feet (20') wide in the PO Zone, and twenty-five feet (25') wide in the C3 Zone. These areas shall be varied in height to create a more natural look, and shall meander within the landscaped width.
2. In the C3 Zone, a ten (10) foot wide landscaped strip be provided along the masonry fence required in subparagraph (A) of Section 22-14-19(E) of this Chapter. Trees shall be Norway Maples, Littleleaf Lindens, or some other tree listed in Appendix "U", and shall be planted a distance of three feet (3')

from the masonry fence required in subparagraph (A) of Section 22-14-19(E) of this Chapter. No impervious material shall be placed closer than three feet (3') from the trunk of the tree. Trees shall be at least two inches (2') in caliper, and shall be spaced no more than thirty feet (30') on center, unless otherwise specified in this Article. An underground sprinkling system shall be provided to each tree.

All landscaped areas shall be maintained in accordance with good landscaping practices. All landscaping shall have an automatic underground sprinkling system. Landscaped areas shall have either deciduous trees of Norway Maples, Littleleaf Lindens, or some other tree listed in Appendix "U", with the deciduous trees at least two inches (2") in caliper (measured at 4 feet from grade) or the evergreen trees eight feet (8') in height with the number of trees being at least one (1) tree for every forty feet (40') of street frontage and residential lot line frontage.

22-9-7 (Landscaping)

A. In the BP and CM zones a bermed landscaping strip in width of at least the required setback shall be provided and maintained along the right-of-way line of dedicated streets, except as provided below:

22-11-13 (D)(5)(a)

A landscaped strip shall be installed adjacent to all dedicated streets. The landscaped strip shall be at least ten feet (10') in width along Center Street and Orem Boulevard, and at least forty feet (40') along 200 West Street, and the entire setback area, specified in subparagraph (D)(1) above, along 165 South Street. The landscaped strip shall have berms that vary in height above the grade of the sidewalk and that meander within the landscaped width.

22-11-16 (E)(8)(a)

A landscaped strip shall be installed adjacent to all dedicated streets. The landscaped strip shall be at least ten feet (10') in width along 800 North Street and 800 East Street, and shall encompass the entire setback area, specified in subparagraph (E)(1) above, along 700 North Street. The landscaped strip shall have berms that vary in height above the grade of the sidewalk and that meander within the landscaped strip.

22-11-22 (E)(1)(b)

A landscape berm, at least one foot (1') above the grade of the back of the sidewalk and a maximum of three feet (3') in height, shall meander and vary in height within an area at least fourteen feet (14') in width along the right-of-way line of 800 North Street and ten feet (10') in width along the right-of-way of 800 East Street; and

22-11-23 (B)(6)(b)

All land not covered by buildings, driveways, sidewalks, structures and patios shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. All landscaping shall have a permanent underground sprinkling system.

22-11-24 (E)(18)

Street Trees. London Plane Trees at least two inches (2") in caliper, measured four feet above the ground, shall be planted forty feet (40)'on center in a landscape strip at least twenty feet (20') in width along the right-of-way of 1300 South Street and Main Street.

22-11-27 (O)(6)(a)

All land within the PD-15 zone not covered by buildings, roads, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-28 (N)(Landscaping)(a)

All land within the PD-16 development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-29 (M)(3), (6)(a)

Setbacks. All dwelling units shall be set back a minimum of twenty feet (20') from dedicated streets and from property not part of the PD-17 Zone, except that minimum side yard setbacks adjacent to commercial zones shall be ten feet (10'). All parking spaces, drives, and accessory structures shall be set back a minimum of twenty feet (20') from any public street. All setbacks adjacent to dedicated streets shall be landscaped.

All land within the PD-17 development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-33(P)(7)

Streetscape features. The design of the commercial village area streets shall incorporate the use of streetscape features, such as trees, planters, benches, drinking fountains, decorative garbage cans, and at least one outdoor clock and one water fountain. A minimum of 15% of the sidewalk area of the sidewalks in the commercial village area shall be landscaped . A minimum of one (1) tree shall be planted in the commercial village sidewalk area every forty feet (40)'.

22-11-35 (L)(5)(a)

All land within the PD-22 zone not covered by buildings, streets, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, and parking areas shall be permanently landscaped and maintained in accordance with good landscaping practices. All landscaping shall have a permanent working underground sprinkling system.

22-11-36 (F)(11)(a)

All land within the PD-23 zone not covered by buildings, streets, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped

and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working, underground sprinkling system.

22-11-42 (G)(6)(a)

All land within the PD-29 development not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-43 (F)(9)(a)

All land within the PD-30 zone not covered by buildings, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working underground sprinkling system.

22-11-44 (G)(5)(a)

All land within the PD-31 development not covered by buildings, driveways, sidewalks, and parking areas, as shown in Appendix Y shall be permanently landscaped and maintained in accordance with good landscaping practice. All areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-45 (H)(5)

Landscaping. Landscaping shall be provided as generally shown in the Concept Plan. All land not covered by buildings, driveways, sidewalks or parking areas shall be permanently landscaped.

22-11-46 (G)(5)(c)

All other land within the PD-33 zone not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped.

22-11-47 (H)(4)(c)

All other land within the PD-34 zone not covered by buildings, driveways, sidewalks, parking areas, playgrounds, plazas, hardscape or other Amenities shall be landscaped.

22-11-50 (F)(10)(a)

Landscaping shall be maintained in the area between all buildings and back of sidewalks and the area between all parking and back of sidewalk. Landscaping shall also be maintained in all required landscaped strips. All land within the PD-37 zone not covered by buildings, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped. All landscaping shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working underground sprinkling system.

22-11-51 (H)(8)(a)

All land within the PD-38 development not covered by buildings, driveways, sidewalk, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-52 (H)(10)(a)

All land within the PD-39 development not covered by buildings, driveways, sidewalk, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-53 (H)(8)(a)

All land within the PD-40 zone not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and shall be maintained in accordance with good landscaping practice. All required setback areas adjacent to public streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-54 (H)(9)(a)

All land within the PD-41 zone not covered by buildings, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas, shall be permanently landscaped and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, underground sprinkling system.

22-11-56 (H)(12)(a)

All land within the PD-43 zone not covered by buildings, driveways, sidewalks, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practices. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-60 (H)(10)(a)

All land within the PD-47 development not covered by buildings, driveways, sidewalk, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. A permanent underground sprinkling system shall be installed for all landscaped areas.

22-11-61 (I)(3)(a)

All land within the PD-48 zone not covered by buildings, driveways, sidewalks, parking areas, playgrounds, plazas, hardscape or other amenities shall be landscaped.

22-12-2 (J)(5)(a)

All land within the student housing overlay zone not covered by buildings, driveways, sidewalks, structures, and parking areas, shall be permanently landscaped and maintained in accordance with good landscaping practices. All landscaping shall have a permanent underground sprinkling system.

22-12-7 (O)(9)(a)

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

22-14-7 (B)(1) Conservation of values.

All required landscaping shall be completed within one (1) year of the date of the issuance of a final certificate of occupancy.

Section 22-14-7

B. Any lot in any zone shall be improved and maintained as follows:

1. All required landscaping shall be completed within one (1) year of the date of the issuance of a final certificate of occupancy.

Section 22-14-14(A)(3) (Sale of agricultural products in any zone)

3. The entire area contained within a required front setback or required side setback adjacent to a street shall be landscaped.

22-15-2

Landscaping shall mean the intentional application or use of some combination of grass, shrubs, trees, flowers, vines, other living plants, bark chips, mulches, peat moss, rocks, boulders, gravel synthetic turf, fountains pools statues, retaining walls, and benches as allowed or required by Section 22-14-13.

Native, Drought-Tolerant Species (non-exhaustive)

Legend:

Sun Exposure (Sun): F = Full Sun | P = Partial Shade | S = Shade
Drought Tolerance (DT): E = Excellent | G = Good | M = Moderate | P = Poor
Deciduous/Evergreen (D/E): D = Deciduous | E = Evergreen
Grass Season Type (C/W): C = Cool Season | W = Warm Season
Grass Growth Type (B/S): B = Bunch | S = Sod

Trees						
Common Name	**Scientific Name**	**Sun**	**DT**	**D/E**	**Ht.**	**Comments**
White Fir	Abies concolor	P	M	E	70'	Beautiful in mass or alone.
Subalpine Fir	Abies lasiocarpa	S	P	E	80'	Cover for birds; food for squirrels; for small spaces.
Catclaw Acacia	Acacia greggii	F	E	D	20'	Nectar for bees, butterflies; forms thorny thicket.
Big Tooth Maple	Acer grandidentatum	F	G	D	30'	Food, cover for bird, mammals, deer; fall color.
Thinleaf Alder	Ainus incana	P	P	D	30'	Seed, cover for birds; spring "cones"; winter bark.
Water Birch	Betula occidentalis	F	G	D	5-20'	Seed, cover for birds; nice winter form, branch color.
Desert Willow	Chilopsis linearis	F	G	D	25'	Nectar for hummingbirds; profuse pink flowers.
River Hawthorne	Crataegus douglasil	F	P	D	5-25'	Nesting cover, fruit for birds; nice blossoms and fruit.
Singleleaf Ash	Fraxinus anomalus	F	G	D	20'	Seeds for birds, mammals; start from seed, cutting.
Velvet Ash	Fraxinus velutina	F	G	D	40'	Provides seed for birds; velvety leaves.
Utah Juniper	Jun. osteosperma	F	E	E	30'	Food, cover for birds, mammals; nice bark, form.
Blue Spruce	Picea pungens	P	P	E	70'	Cover for birds, mammals; blue-green foliage.
Singleleaf Pinyon	Pinus edulis	F	E	E	20'	Pine nuts for birds, mammals; slow-growth; graceful.
Pinyon Pine	Pinus monophylla	F	E	E	20'	Pine nuts for birds, mammals; picturesque evergreen.
Narrowleaf Cottonwood	Populus angustifolia	F	M	D	40'	Soft wood for nest cavities; medium-size shade tree.
Fremont Cottonwood	Populus fremontii	F	G	D	55'	Soft wood for nest cavities; fem. produces cotton.
Fremont Popular	Populus frenentii	F	M	D	60'	Soft wood for nest cavities; fem. produces cotton.
Velvet Mesquite	Populus glandulosa	F	E	D	30'	Bee nectar; bird food; green foliage, 3-6" seedpods.
Douglas Fir	Pseudotsuga menziesii	P	M	E	80'	Year-round bird cover, pretty screen, windbreak.
Gambel Oak	Quercus gambelii	F	G	D	30'	Acorns; winter cover; not hardy N. of Ogden.
New Mexico Locust	Robinia neomexicana	F	G	D	25'	Bee nectar; seeds for quail, squirrels; lav. Flowers.
Dwarf Mountain Ash	Sorbus scopulina	P	P	D	13'	Fruit for birds, white flowers in spring; berries in fall.

Shrubs						
Common Name	**Scientific Name**	**Sun**	**DT**	**D/E**	**Ht.**	**Comments**
Utah Serviceberry	Amelanchier utahensis	F	G	D	6-15'	Spring flowers, purple berries, muted fall colors.
Silver Sagebrush	Artemesia cana	F	E	D	2-5'	Silvery, aromatic foliage; seeds, cover for animals
Fringed Sage	Artemesia frigida	F	E	E	1-2'	Delicate silvery gray foliage; seeds for birds
Big Sagebrush	Artemesia tridentata	F	E	D	2-5'	Silvery, aromatic foliage; seeds, cover for animals
Sand Sage	Artemisin filifolia	F	E	D	4'	Lovely, feathery foliage; seeds for birds.
Four-wing Saltbush	Atriplex canescens	F	E	E	4-6'	Rose-hued fruits on female plants; great bird seed
Snowbrush Ceanothus	Ceanothus velutinus	F	M	E	1-3'	Glossy leaves and spring flowers; nectar plant.
Winterfat	Ceratoides lanata	F	E	D	1-3'	Profuse fruits in fall; winter food for birds.
Curl-leaf Mtn Mohogany	Cercocarpus ledifolius	F	E	E	8-12'	Ornamental spiraled seeds; winter deer food.
Birchleaf Mtn Mohogany	Cercocarpus montanus	F	E	D	4-9'	Ornamental seed heads and fall color.
Fernbrush	Chamaebatiaria millefol	F	E	D	6-8'	Long-lasting mid-summer flowers; fernlike leaves.
Rubber Rabbitbrush	Chrysothamnus nauseo	F	E	D	2-6'	Yellow fall cover; seeds and cover for birds.
Red-osier Dogwood	Cornus sericea	P	P	E	10-15'	Spring flowers; fall white berries; winter red twigs.
Indigo Bush	Dalea fremontii	F	E	P	3'	Profuse fragrant purple flowers; nectar plant.
Mormon Tea	Ephedra nevadensis	F	E	E	2-4'	Interesting shrub accent; seeds attract quail.
Apache Plume	Fallugia paradoxa	F	G	E	3-6'	White flowers in spring; seed heads fall and winter.
Creosotebush	Larrea tridentata	F	E	D	4-10'	Screen or wind break; nectar plant; cover for birds.
Utah Honeysuckle	Lonicera utahensis	Sun	G	E	2-5'	Yellow flowers late spring; fruit for birds.
Purple Sage	Poliomintha incana	Sun	E	D	3'	Blue/purple flowers all summer; nectar plant.
Chokecherry	Prunus virginiana	P	G	D	15-20'	Spring flowers; dark purple fruit; red orange color.
Cliffrose	Purshia mexiciana	F	E	D	6'	Fragrant yellow summer flowers; fall seed plumes.
Bitterbrush	Purshia tridentata	F	E	E	2-6'	Spring yellow flowers; winter browse for deer.
Shrub Live Oak	Quercus turbinella	F	E	E	4-8'	Attractive evergreen shrub; food and cover for birds.
Wavyleaf Oak	Quercus undulata	F	G	E	4-8'	Attractive evergreen shrub; quail, chipmunk food.
Squawbush Sumac	Rhus trolbata	F	E	D	2-6'	Red fall color; red fall fruit; food and cover for birds.

Golden Currant	Ribes aureum	P	M	D	4-6'	Yellow spring berries; red fall color; fruit for birds.
Woods Rose	Rosa woodsii	F	G	D	2-6'	Spring pink flowers; fall red hips; winter animal food.
Sandbar Willow	Salix exigua	F	P	E	5-15'	Great branch color in fall; dense cover for wildlife.
Blue Elderberry	Sambucus caerulea	F	P	D	6-12'	White spring flowers; showy dark blue fruit.
Greaswood	Sacobatus vermiculatus	F	E	E	2-6'	Light green foliage; year-round cover for small animals.
Roundleaf Buffaloberry	Shepherdia rotundifolia	F	E	E	3-4'	Reflective, silvery leaves; quail, chipmunk food.
Snowberry	Symphoricarpas species	P	G	D	3'	White berries in fall and winter; fruit for birds
Canyon Wild Grape	Vitis arizonica	F	G	D	Vine	Colorful fruit for birds; bark for nests.
Soap Tree Yucca	Yucca elata	F	E	E	6'	Creamy white blossoms; nectar for moths.
Yucca	Yucca harrimaniae	F	E	E	2-3'	Cream flowers on tall stalks; nectar for moths.

Flowering Perennials					
Common Name	**Scientific Name**	**Color**	**Bloom**	**Ht.**	**Comments**
Butteryfly Weed	Asclepias tuberosa	Orange	Su	36"	Attracts butterflies.
Desert Marigold	Baileya multiradiata	Yellow	All Su	18-24"	Very drought tolerant and showy.
Arrowleaf Balsamroot	Balsamorhiza sagittate	Yellow	Sp	16-30"	Early Season Color; large plant.
Indian Paintbrush	Catilleja linariaefolia	Red	Su	12-40"	Difficult to establish; attracts hummingbirds.
Skyrocket Gilia	Cilia aggregate	Orange	Su	12-18"	Attracts hummingbirds.
Rock Mountain Beeplant	Cleome serrulata	Pink/Purple	Sp-Su	36"	Attracts bees.
Aspen Daisy	Erigeron speciosus	Purple	Su	12-24"	Showy, aster-like flowers.
Sulpher Buckwheat	Eriogonum umbellatum	Wht/Yellow	Su	6-12"	Attracts bees, seeds in F/W, matted ground cover.
Wild Geranium	Geranium viscosissimum	Pink/Purple	Su-F	12-36"	Long blooming season.
Sunflower	Helianthus annuus	Yellow	LSu	72"	Provides bird seed for fall and winter.
Western Sunflower	Helianthus anomalus	Yellow	LSu	72"	Provides bird seed in fall.
Blue Flax	Linum lewisii	Blue	Su	24"	Prolific bloomer; spreads rapidly, use in large areas.
Silvery Lupine	Lupinus argenteus	Blue	Su	12-24"	Attracts butterflies.
Prairie Aster	Machaeranth tanacetifo.	Purple	Su-F	12-18"	Blooms late into season.
Four O'Clock	Mirabilis multipflora	Purple	All Su	24"	Stunning ornamental; attracts hummingbirds.
Bee Balm	Monarda species	Purple	All Su	24"	Attracts bees and butterflies.
Evening Primrose	Oenothera caespitose	Wht/Pink	ESu	8"	Very drought-tolerant / tough / fragrant / attracts moths.

Wasatch Penstemon	Penstemon cyananthus	Blue	Su	18-36"	Showy ornamental.
Firecracker Penstemon	Penstemon eatoni	Red	Sp-ESu	24"	Attracts hummingbirds.
Palmer Penstemon	Penstemon palmeri	Cream/Pink	ESu	36-48"	Very fragrant, tubular summer flowers.
Rocky Mt. Penstemon	Penstemon strictus	Blue/Purple	ESu	24"	Hardy; easy to grow.
Scarlet Globemallow	Sphaeralcea coccinea	Orange	Sp-F	6-12"	Flowers resemble small hollyhocks
Globemallow	Sphaeralcea grossulariaefolia	Red/Orange	Sp-F	24-36"	Very hardy; blooms all summer.

Grasses					
Common Name	**Scientific Name**	**C/W**	**DT**	**B/S**	**Ht.**
Side-oats Grama	Bouteloua curtipendula	W	E	B	12-24"
Blue Grama	Bouteloua gracilis	W	E	B/S	12-18"
Saltgrass	Distichlis spicata	W	E	S	6-20"
Great Basin Wildrye	Elymus cinereus	C	E	B	24-36"
Western Wheatgrass	Elymus smithii	C	E	S	12-24"
Slender Wheatgrass	Elymus trachycaulus	C	M	S	12-24"
Sheep Fescue	Festuca ovina	C	M	B	12-24"
Galleta	Hilaria jamesii	W	E	B/S	6-12"
Prairie Junegrass	Koeleria macrantha	C	G	B	12-24"
Sandberg Bluegrass	Poa secunda	C	E	B	12-24"
Alakali Sacaton	Sporobolus airoides	W	E	B	12-24"
Sand Dropseed	Sporobolus cryptandrus	W	E	B	12-24"
Needle and Thread	Stipa comate	C	E	B	24-36"
Indian Ricegrass	Stipa hymenoides	C	E	B	12-24"
Desert Needlegrass	Stipa speciosa	C	G	B	12-24"

Agenda Item No: 10.3

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Richard Manning
Submitting Department: Administrative Services
Item Type: Public Hearing
Agenda Section:

Subject:
PUBLIC HEARING
RESOLUTION - Accept Tentative FY 2019-2020 Tentative Budget

Suggested Action:
It is recommended that, following a public hearing, by resolution, the City Council tentatively adopt the Fiscal Year 2019-2020 Tentative Budget. If a property tax increase will be considered, the City Council will direct staff to schedule the final public hearing in August at a date and time to be determined following the procedures outlined in State Code.

Presenter:
Richard Manning and Brandon Nelson

Background:
The City Council through a series of work sessions began reviewing the proposed budget for Fiscal Year 2019-2020. These sessions covered revenue projections, compensation, General Fund operations changes, capital improvements, and the enterprise funds.

This budget contains a request to increase the property tax rate.
The Tentative Budget is available for review and to download at Orem.org

Potentially Affected Area:
Citywide

Attachments:
RES--Tentative Budget--City--FY 2020.docx

RESOLUTION NO.

A RESOLUTION BY THE OREM CITY COUNCIL TENTATIVELY ADOPTING THE CITY OF OREM TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND SETTING A PUBLIC HEARING FOR THE ADOPTION OF THE FINAL BUDGET AS DIRECTED.

WHEREAS on May 14, 2019, the City Manager submitted a tentative budget to the City Council; and

WHEREAS the City Council held a public hearing on the tentative budget; and

WHEREAS the City Council desires to tentatively adopt the tentative budget as required by State law; and

WHEREAS the City Council desires to consider a property tax increase, thus, triggering a State Code prescribed route for the final budget adoption; and

WHEREAS the City Council desires to make the tentative budget available for public review and comment at least ten days prior to the public hearing; and

WHEREAS the City Council desires to set a public hearing as prescribed in State Code for cities desiring to consider a property tax increase.

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

1. The City Council hereby tentatively adopts the tentative budget attached to this resolution as Exhibit "A".

2. The City Council will conduct a public hearing to adopt the final budget for Fiscal Year 2019-2020 in August as scheduled in conformance with State Code.

PASSED AND APPROVED this 14th day of **May** 2019.

_____

Richard Brunst, Mayor

ATTEST:

_____
Jo’Dee Ann Bates, City Recorder

COUNCILMEMBERS VOTING “AYE”	COUNCILMEMBERS VOTING “NAY”
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DRAFT

REDEVELOPMENT AGENCY
of the
CITY OF OREM
June 19, 2018

CONDUCTING	Chair Richard F. Brunst, Jr.
BOARD OF DIRECTORS	Debby Lauret, Sam Lentz, Tom Macdonald, Mark Seastrand, David Spencer, and Brent Sumner
APPOINTED STAFF	Jamie Davidson, Brenn Bybee, Greg Stephens, Richard Manning, Brandon Nelson, and Jody Bates

The Redevelopment Agency (RDA) Meeting convened at 9:43 p.m.

APPROVAL OF MINUTES

Mr. Macdonald moved to approve the minutes of the May 22, 2018 Redevelopment Agency Meeting. **Mr. Spencer seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Tom Macdonald, David Spencer and Brent Sumner. The motion **passed**

SCHEDULED ITEMS

6:00 P.M. PUBLIC HEARING – RDA Budget Amendment FY 2017-2018
RESOLUTION – Amending the Fiscal Year 2017-2018 Budget

Mr. Manning and Mr. Nelson presented a recommendation from the Chief Executive Officer of the Redevelopment Agency of the City of Orem (RDA) that the Board of Directors, by resolution, amend the Fiscal Year 2017-2018 Budget.

On June 13, 2017, the Board of Directors adopted the RDA Budget for Fiscal Year 2017-2018. The purpose of this hearing was to receive input from the citizens, make any changes, and amend the Fiscal Year 2017-2018 Budget.

Chair Brunst opened the public hearing. No comments were made, and Chair Brunst closed the public hearing.

Mr. Macdonald moved, by resolution, to amend the Fiscal Year 2017-2018 Budget. **Mr. Lentz seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Tom Macdonald, David Spencer and Brent Sumner. The motion **passed**

DRAFT

ADJOURN TO MEETING FOR THE OREM CITY COUNCIL

Mr. Macdonald moved to adjourn back to the meeting of the Orem City Council. **Mr. Lentz seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Tom Macdonald, David Spencer and Brent Sumner. The motion **passed**

The meeting adjourned at 9:45 p.m.

Agenda Item No: 14.1

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Ryan Clark
Submitting Department: Development Services
Item Type: Action Item
Agenda Section:

Subject:
RESOLUTION - Corral West Properties and Garff Properties-Orem Agreements

Suggested Action:
The Development Services Director recommends the Redevelopment Agency of the City of Orem approve a Land Exchange and Lease Agreement with Corral West Properties, LLC and a Real Property Sale and Financing Agreement with Garff Properties-Orem, LLC.

Presenter:
Ryan Clark

Background:
In an effort to reinforce the sales tax revenue base for the City of Orem, to ensure the long-term success of the current Garff Nissan dealership, and to facilitate the construction of a new Golden Corral restaurant, a redevelopment project is proposed for the properties currently occupied by the recently closed Sakura restaurant and the existing Golden Corral restaurant. It is proposed to trade an existing restaurant property owned by the redevelopment agency (RDA) for a portion of the existing Golden Corral restaurant property. Corral West Properties, LLC (Golden Corral) would then construct a new restaurant on the RDA parcel while keeping the current location open for business. Upon completion of the new facility, Golden Corral would demolish the existing building and the RDA would sell the property to Garff Properties-Orem (Garff). The property sale to Garff would include a parcel to the south that is currently occupied by a small home.

The transaction between the RDA and Golden Corral will consist of a cash-free land trade. However, the RDA will reimburse Golden Corral for demolition of the existing Sakura restaurant building, the existing Golden Corral building, and improvements required for the existing signalized intersection with University Parkway. The RDA reimbursement of these types of items are often required for redevelopment to occur due to the added expense to a project.

The transaction between the RDA and Garff will consist of a significant down payment, long-term financing, and a balloon payment at the end of the term. Essentially, the RDA will be financing the land sale to Garff. The RDA will demolish the existing house located on the parcel to the south of the existing Golden Corral restaurant prior to the transaction.

A financial study was completed by LYRB to determine how this project may or may not financially impact the City. The study does not show a financial benefit to the City over a twenty year time period based upon currently known financial inputs. However, the study does not quantify the removal of two aging structures, the construction of a new modern structure, and possible sales tax growth due to increased vehicle inventory

storage for the Garff dealership. The purpose of this project is to improve the economic vitality of the area over time.

Potentially Affected Area:
Lakeview

Attachments:
RDA Resolution Authorizing the Mayor to Sign.Golden Corral and Garff Agreements.5.7.2019.docx

Golden Corral Agr..pdf

Garff Agr..pdf

Golden Corral Draft Concept Plan.pdf

RESOLUTION NO._____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH AUTHORIZING THE CHAIR TO ENTER INTO AGREEMENS RELATED TO LAND EXCHANGE, SALE AND FINANCING AGREEMENTS IN PROJECT AREA 85-03-A

WHEREAS, the Orem City Council created the Agency in 1984 to help facilitate and promote economic development and redevelopment in the City of Orem (the "City" or the "City of Orem"); and

WHEREAS, the Agency is authorized and empowered under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code (the "Act") to undertake various project area development activities pursuant to the Act; and

WHEREAS, the Agency created Project Area No. 85-03-A (the "Project Area") through the adoption of the Redevelopment Plan for Redevelopment Project Plan No. 85-03-A on December 3, 1985; and

WHEREAS, the Agency currently owns a parcel of property located at 171 West University Parkway, Orem, Utah hereinafter the "RDA Property"; and

WHEREAS, Golden Corral owns the property adjacent to and west of the RDA Property where it operates the Golden Corral Restaurant. The property address is 225 West University Parkway, Orem Utah herein after the "Golden Corral Property"; and

WHEREAS, Ken Garff Nissan (Nissan) operates a Nissan dealership (the "Nissan Dealership") directly adjacent to and west of the Golden Corral Property. The Nissan property is located at 285 West University Parkway, Orem, Utah; and

WHEREAS, Golden Corral's existing restaurant is in need of significant renovation and updating as required by its franchise agreement and is in need of additional property for parking; and

WHEREAS, Nissan is need of additional room to expand its dealership operations; and

WHEREAS, the Agency intends to enter into agreements with Golden Corral and Nissan substantially in the form attached hereto as Exhibits A and B permitting the Agency to exchange the RDA Property with the Golden Corral Property. Golden Corral will demolish its existing restaurant and will construct a new Golden Corral Restaurant on the RDA Property. The Agency will then sell a portion of the Golden Corral Property to Nissan for the expansion of the Nissan Dealership; and

WHEREAS, the Project Area Plan instructs the Agency to offer real property within the Project Area that it owns to persons or entities engaged in business in the Project Area to the greatest extent feasible; and

WHEREAS, the Agency finds that the real property transactions set forth in the Agreements serve the purpose of enhancing economic development within the Project Area.

NOW, THEREFORE, BE IT RESOLVED by the Agency:

1. The Chair is authorized to execute agreements with Nissan and Golden Corral in substantially the form attached hereto as Exhibits A and B.

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

3. Any resolution conflicting with this Resolution is hereby repealed to the extent of the conflict.

PASSED and APPROVED this ___ day of May 2019.

_____
Richard F. Brunst, Jr., Chair

ATTEST:

_____
JoD'Ann Bates, Records Keeper

[insert ayes and nays]

RDA Agreement No. _____

LAND EXCHANGE AND LEASE AGREEMENT

This Agreement executed by and between the Redevelopment Agency for the City of Orem, Utah, a community development and renewal agency and political subdivision of the State of Utah, with its principal office located at 56 North State Street, Orem, Utah 84057, (the "Agency"), and Corral West Properties, LC, a Utah limited liability company with its principal offices located at 77 West 1500 North, Centerville, Utah 84014 ("Golden Corral") (collectively "Parties").

RECITALS

WHEREAS, the Orem City Council created the Agency in 1984 to help facilitate and promote economic development and redevelopment in the City of Orem (the "City" or the "City of Orem"); and

WHEREAS, although laws governing the Agency have changed over time, the Agency continues to function and operate under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code (the "Act"); and

WHEREAS, the Agency is authorized and empowered under the Act to undertake various project area development activities pursuant to the Act; and

WHEREAS, the Agency created Project Area No. 85-03-A (the "Project Area") through the adoption of the Redevelopment Plan for Redevelopment Project Plan No. 85-03-A on December 3, 1985 (the "Project Area Plan"); and

WHEREAS, the Agency currently owns a parcel of property located at 171 West University Parkway, Orem, Utah part of Lot 2, Amended Plat "A" Corral West subdivision plat. The legal description of this property attached here to as Exhibit A and incorporated herein by reference (the "RDA Property"); and

WHEREAS, Golden Corral owns the property adjacent to and west of the RDA Property where it operates the Golden Corral Restaurant. The property address is 225 West University Parkway, Orem Utah part of Lot 1, Amended Plat "A" Corral West subdivision plat. The legal description of this property is attached hereto as Exhibit B (the "Golden Corral Property"); and

WHEREAS, Ken Garff Nissan (Nissan) operates a Nissan dealership (the "Nissan Dealership") directly adjacent to and west of the Golden Corral Property. The Nissan Property is located at 285 West University Parkway, Orem, Utah; and

WHEREAS, Golden Corral's existing restaurant is in need of significant renovation and updating as required by its franchise agreement and is in need of additional property for parking; and

WHEREAS, Nissan is need of additional room to expand its dealership operations; and

WHEREAS, the Agency finds that the property transactions set forth in this Agreement serve the purpose of enhancing economic development within the Project Area; and

WHEREAS, the Project Area Plan instructs the Agency to offer real property within the Project Area that it owns to persons or entities engaged in business in the Project Area to the greatest extent feasible; and

WHEREAS, the Agency finds that the real property transaction set forth in this Agreement serves the purpose of enhancing economic development within the Project Area; and

WHEREAS, the Agency has retained Lewis Young Robertson & Burningham, Inc. an independent financial consulting firm with substantial experience in community development in the State of Utah, to provide a report regarding the need and justification for completing and financing this real property transaction. A copy of the report is attached hereto as Exhibit C and incorporated by reference.

COVENANTS

NOW THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agency and Golden Corral mutually agree as follows:

1. **Purpose of the Agreement**. This Agreement outlines the parties' respective rights and obligations regarding the Agency's exchange of the Golden Corral and the subsequent conveyance of additional property to Golden Corral. A summary of the key components of the property exchange and future conveyance follows:
    - At a simultaneous closing, the Agency will transfer ownership of the RDA Property to Golden Corral and Golden Corral will transfer ownership of the Golden Corral Property to the Agency. This simultaneous closing will occur on or before May 31, 2019.
    - After closing, the Agency will lease the Golden Corral Property back to Golden Corral so that it may continue to operate its restaurant on the Golden Corral Property.
    - The Agency and Golden Corral will submit a joint site plan to the City for the joint redevelopment of both properties.
    - Golden Corral will demolish the Sakura Restaurant that is currently located on the RDA Property and will construct a new Golden Corral Restaurant. The new Golden Corral Restaurant will be ready for occupancy no later than May 1, 2020.
    - On or before June 1, 2020, Golden Corral will demolish the existing Golden Corral Restaurant.
    - After the existing Golden Corral Restaurant is demolished, the Agency will convey a portion of the Golden Corral Property back to Golden Corral (the "Retained Property" as defined below) so that Golden Corral will have adequate space and parking to operate its new restaurant. After completion of the conveyance of the Retained Property to Golden Corral, the Agency intends to sell the remaining portion of the Golden Corral Property (the "Remainder Property" as defined below) to Nissan for

the expansion of its dealership operations. The Agency anticipates conveying the Remainder Property to Nissan on or before June 15, 2020.

1.1. There are several steps that must be completed and several contingencies that must be resolved before the properties can be exchanged, conveyed and developed as planned. This Agreement sets forth the steps that must be taken and the contingencies that must be resolved before these transactions will take place.

2. **Real Property.** The Agreement governs the transfer of the following parcels of real property:

2.1. **RDA Property**. The Agency owns the RDA Property which consists of 1.682 acres more or less. A map showing the location of the RDA Property is attached hereto as Exhibit D and incorporated hereby by reference. The legal description of the RDA Property is set forth on Exhibit A.

2.2. **Golden Corral Property**. The Golden Corral Property consists of 2.04 acres of real property more or less located to the west of the RDA Property. A map showing the location of the Golden Corral Property is attached hereto as Exhibit E and incorporated herein by reference. The legal description of the Golden Corral Property is set forth on Exhibit B which is attached hereto and incorporated herein by reference.

2.3. **Retained Property**. After the RDA and Golden Corral Properties are exchanged, construction of the new Golden Corral restaurant is complete, and the existing Golden Corral Restaurant is demolished, the Agency will convey to Golden Corral a portion of the Golden Corral Property which consists of 0.947 acres hereinafter known as the "Retained Property". A map showing the location of the Retained Property is attached as Exhibit F hereto and incorporated herein by reference. The legal description of the Retained Property is attached hereto as Exhibit G and incorporated herein by reference.

2.4. **Remainder Property**. After the Agency conveys the Retained Property to Golden Corral, the Agency will own 1.083 acres hereinafter known as the "Remainder Property". A map showing the location of this property is attached hereto as Exhibit Hand incorporated herein by reference. The legal description of the Remainder Property is attached hereto as Exhibit I and incorporated herein by reference.

3. **Findings.** The Agency makes the following findings regarding this Agreement:

3.1. The Agency finds that this Agreement provides for development activities within the community, including the encouragement, promotion, or provision of development.

3.2. The Agency is authorized to enter into such transactions pursuant to the Act.

3.3. The Agency finds that this Agreement fulfills the primary objectives of the Project Area Plan by revitalizing and redeveloping the Project Area.

3.4. The Agency finds that the development of the Project Area as set forth in this Agreement is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable State laws and requirements under which the Project Area has been established.

3.5. The Agency finds that the land exchange and subsequent conveyance set forth in this Agreement are necessary and appropriate to accomplish the goals and objectives of the Project Area Plan.

3.6. The Agency finds that the extent of the development proposed in this Agreement would not likely occur without assistance from the Agency and that the proposed development has a better chance of completion and success with assistance from the Agency.

3.7. The Agency finds that the projected revenues and benefits from the proposed land exchange and subsequent conveyance will not exceed the amount of financial assistance provided to Golden Corral pursuant to this Agreement. However, there are a number of intangible benefits that are unquantifiable at this time but that nevertheless, benefit the Agency, the City and its residents.

3.8. After considering the report Lewis Young prepared, attached hereto as Exhibit C, the Agency finds that the transactions contemplated herein will enhance the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the residents of the City and will accomplish the reasonable goals and objectives of economic development as outlined in the Project Area Plan. The report does indicate that the land exchange and subsequent conveyance will result in a net loss to the Agency over a 20-year period. However, there are valuable benefits to the Agency and the City that may not be entirely quantified at this time. Those benefits include the following: (a) the property exchange requires Nissan (a significant sales tax generator) to remain in the City for at least fifteen (15) years; (b) the expansion of the dealership will allow Nissan to expand its operations thereby protecting, preserving and potentially expanding the City's sales tax base; (c) it is anticipated that the new Golden Corral Restaurant expansion will result in twenty-five (25) new jobs to be located within the City; and (d) after completion of the new Golden Corral Restaurant, Golden Corral is anticipating a fifteen (15%) increase in revenues. Additional workers in the City and increased sales tax revenue benefits the City as a whole. Although it is difficult to precisely quantify, these property transactions achieve the specific economic development outcomes and fulfill the objectives of the Project Area Plan.

4. **Property Exchange**. Subject to satisfactory completion of the Pre-Land Exchange Closing contingencies listed in Section 4.2, the Agency and Golden Corral agree to exchange the RDA Property for the Golden Corral Property. After the new Golden Corral Restaurant is constructed and the current restaurant demolished, the Agency will convey to Golden Corral the Retained Property as provided for in Section __ of this Agreement. The combination of the Retained Property and the RDA Property will hereafter be known as the "New Golden Corral Property". The parties shall exchange and convey the properties according to the terms and conditions set forth herein.

4.1. **Title to RDA and Golden Corral Properties and Land Exchange Closing**.

4.1.1. **Commitment for Title Insurance**.

4.1.1.1. **RDA Property**. The Agency shall, at its own expense, deliver to Golden Corral a Commitment for Title Insurance for the RDA Property issued by a company licensed to do so in the State of Utah. The Agency shall deliver the Commitment for Title Insurance at least fifteen (15) days before the Land Exchange Closing.

4.1.1.2. **Golden Corral Property**. Golden Corral shall, at its own expense, deliver to the Agency a Commitment for Title Insurance for the Golden Corral Property issued by a company licensed to do so in the State of Utah. Golden Corral shall deliver the Commitment for Title Insurance at least fifteen (15) days before the Land Exchange Closing.

4.1.1.3. **Permitted Encumbrances**. Each party agrees to convey its respective property to the other party subject to the Permitted Encumbrances and New Encumbrances as set forth below.

4.1.1.3.1. **RDA Property**. The Agency agrees to remove any exceptions listed on the Commitment for Title Insurance for the RDA Property other than those that are approved by Golden Corral in writing. Exceptions listed on the Commitment for Title Insurance that are approved by the Golden Corral in writing shall be referred to as the "Permitted Encumbrances". The Permitted Encumbrances shall be the only permitted exceptions on the title insurance policy for the RDA Property and shall be the only listed exceptions on the Special Warranty Deed for the RDA Property. Golden Corral agrees that the following encumbrances will be included on its list of Permitted Encumbrances for the RDA Property:

4.1.1.3.1.1. **Existing Leases**. The Agency previously leased a portion of the RDA Property to Twin Dragon, LLC (Twin Dragon) pursuant

to a short-term lease. Twin Dragon's lease is a month-to-month lease and may be terminated upon one month's notice. The Agency anticipates that the lease with Twin Dragon will be terminated at the end of May and that Twin Dragon will vacate the property prior to the Land Exchange Closing.

4.1.1.3.1.2. **Existing Easements.**

4.1.1.3.1.2.1. **Public Utility Easements**. Golden Corral agrees to approve existing public utility easements on the RDA Property as Permitted Encumbrances. Nothing herein shall be interpreted to restrict Golden Corral's ability to relocate existing public utilities on the RDA Property at its own expense and/or to take steps to vacate existing public utility easements on the RDA Property.

4.1.1.3.1.2.2. **Access Easement.** The RDA Property and Golden Corral Property contain existing cross access easements that benefit each party as well as properties to the east and the west. The parties to this Agreement agree to maintain and/or recreate the cross access easements in their joint site plan and on the new subdivision plat to ensure continued access is provided to each party and to the properties to the east and to the west. This includes the proposed teardrop entrance as set forth in Exhibit J.

4.1.1.3.2. **Golden Corral Property.** Golden Corral agrees to remove any exceptions listed on the Commitment for Title Insurance for the Golden Corral Property other than those that are approved by the Agency in writing. Exceptions listed on the Commitment for Title Insurance that are approved by the Agency in writing shall be referred to as the "Permitted Encumbrances". The Permitted Encumbrances shall be the only permitted exceptions on the title insurance policy for the Golden Corral Property and shall be the only listed exceptions on the Special Warranty Deed for the Golden Corral Property. The Agency agrees that the following encumbrances will be included on its list of Permitted Encumbrances for the Golden Corral Property:

4.1.1.3.2.1. **Existing Easements.**

4.1.1.3.2.1.1. **Public Utility Easements**. The Agency agrees to approve existing public utility easements on the Golden Corral Property as Permitted Encumbrances. Nothing herein shall be

interpreted to restrict the Agency's ability to relocate existing public utilities on the Golden Corral Property at its own expense and/or to take steps to vacate existing public utility easements on the Golden Corral Property.

4.1.1.3.2.1.2. **Access Easement.** The RDA Property and Golden Corral Property contain existing cross access easements that benefit each party as well as properties to the east and to the west. The parties to this Agreement agree to maintain and/or recreate the cross access easements on the new subdivision plat to ensure continued access is provided to each party and to the properties to the east and the west. This includes the proposed teardrop entrance as set forth in Exhibit J.

4.1.1.3.2.2. **New Easements**. The Golden Corral Property will be subject to the following easements:

4.1.1.3.2.2.1.

Line-of-Sight Easement. The Agency agrees to allow a line-of-sight easement to be placed on the Golden Corral Property that will prohibit the Agency from constructing any structures that obscure or obstruct the view of the new Golden Corral restaurant to be constructed upon the New Golden Corral Property. A description of the line-of-sight easement is attached hereto as Exhibit K and incorporated into this Agreement by reference. Pursuant to the line-of-sight easement Nissan (who will be purchasing the property containing the line-of-sight easement) may not construct any structures that are higher or wider than a Class 2 GVWR truck with the exception of up to three (3) vehicle display ramps so long as the height of the such ramps and the vehicles displayed do not exceed the height of the monument sign. This line-of-sight easement will remain in effect until Golden Corral no longer operates its new restaurant on the New Golden Corral Property or until Golden Corral sells or conveys the property. Th e line-of-sight easement will be included on the new subdivision plat.

4.1.1.3.2.2.2. **Sign Easement.** The Agency is granting to Nissan a sign easement to be located within the line-of-sight easement described above. The sign to be placed in the line-of-sight easement will be a monument sign that complies with the City's sign ordinance. The location of the sign easement is indicated on Exhibit K. The sign easement will be included on

the new subdivision plat. The sign easement will not be subject to the line-of-sight limitations set forth above.

4.1.2. **Title Insurance.**

4.1.2.1. **RDA Property**. At the Land Exchange Closing, the Agency shall, at its expense, deliver to Golden Corral a standard coverage owner's policy of title insurance issued by a company licensed to do so in the State of Utah with respect to the RDA Property, insuring that Golden Corral holds good and marketable fee simple title to the RDA Property, subject only to the Permitted Encumbrances. The parties agree that the RDA Property shall be valued at $1,567,614.00 or $21.40 per square foot for title insurance purposes.

4.1.2.2. **Golden Corral Property**. At the Land Exchange Closing, Golden Corral shall, at its expense, deliver to the Agency a standard coverage owner's policy of title insurance issued by a company licensed to do so in the State of Utah with respect to the Golden Corral Property, insuring that the Agency holds good and marketable fee simple title to the Golden Corral Property, subject only to the Permitted Encumbrances. The parties agree that the Golden Corral Property shall be valued at $1,903,487.00 or $21.40 per square foot for title insurance purposes.

4.1.3. **Commissions**. The Agency and Golden Corral represent that neither of them has worked with a broker or agent relating to the conveyance of the properties addressed herein and that no commissions are owed for the transactions set forth in this Agreement. In the event that commissions are owed, the commissions shall be paid solely by the party contracting or working with the broker or agent owed the commission.

4.1.4. **Land Exchange Closing**. The Agency shall convey the RDA Property to Golden Corral and Golden Corral shall convey the Golden Corral Property to the City at a simultaneous closing (the "Land Exchange Closing") meeting the following requirements:

4.1.4.1. **Date**. The Land Exchange Closing shall take place on or before May 31, 2019. The Land Exchange Closing may take place at a later date if mutually agreed to by the parties in writing.

4.1.4.2. **Location**. The Land Exchange Closing shall take place at a location mutually agreed upon by the parties.

4.1.4.3. **Costs**. The Agency and Golden Corral shall each pay one-half (1/2) of all Land Exchange Closing costs (including document preparation and recording

fees) associated with these conveyances. The Agency shall pay all preliminary title report and title insurance costs related to the RDA Property. Golden Corral shall pay all preliminary title report and title insurance costs related to the Golden Corral Property.

4.1.4.4. **Property Taxes**. Property taxes for the RDA Property shall be prorated as of the date of the Land Exchange Closing. Golden Corral shall pay all property taxes on the Golden Corral Property until until it vacates the restaurant currently located on the Golden Corral Property and occupies the new restaurant it will construct on the RDA Property. Any greenbelt rollback taxes owed on any property shall be paid by the seller of the property.

4.1.4.5. **No Payment at the Land Exchange Closing.** The parties acknowledge that the Golden Corral Property and the RDA Property are of significant value to the parties and for the ongoing economic development of the University Parkway area and that neither party shall pay the other party any cash consideration at the Land Exchange Closing.

4.1.4.6. **Possession**. The Agency shall deliver possession of the RDA Property to Golden Corral immediately after the Land Exchange Closing. Golden Corral shall deliver possession of the Golden Corral Property to the Agency immediately after Closing.

4.1.4.7. **Liens and Encumbrances**. Each party will cause to be paid off by the Land Exchange Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens, special assessments and warrants affecting their respective properties and shall eliminate all encumbrances related to their respective properties other than the Permitted Encumbrances.

4.1.4.8. **Conveyance of Property.** The Parties shall convey the respective properties to the other by Special Warranty Deed subject to any applicable Permitted Encumbrances.

4.1.5. **Environmental Audits**. The Agency has an existing Phase 1 environmental assessment for the RDA property which was completed on July 13, 2016. A copy of the assessment has been provided to Golden Corral. A Phase 1 environmental assessment of the Golden Corral Property has been completed and no evidence of recognized environmental conditions were found.

4.2. **Pre-Land Exchange Closing Contingencies**. The property exchange set forth above is contingent on the satisfactory resolution of the following issues. If any of the issues are not satisfactorily resolved before the Land Exchange Closing (or by an earlier date if an earlier date is specified in this Agreement), then either party may terminate this

Agreement upon written notice to the other party. Upon any such termination, neither party shall have any further obligation to perform pursuant to this Agreement, and each party shall bear its own costs and expenses. Any of these events of termination may be waived by the parties, in writing.

4.2.1. **Development**. Golden Corral shall comply with all of the City's standard requirements for developing property within the applicable zone. Golden Corral acknowledges that the Agency's role as a party to this Agreement is separate and distinct from the Orem Planning Commission's and the Orem City Council's roles in the development approval process. Golden Corral shall comply with all City of Orem zoning, site plan, conditional use permit, building permit, fee payment and other development requirements. Golden Corral recognizes and agrees that there is no commitment from the Orem Planning Commission or the Orem City Council to approve any specific development proposal since each development proposal must stand on its own merits and be judged according to applicable laws. These acknowledgements and commitments apply with equal force and effect to Golden Corral's post-closing obligations set forth in Section 4.3.

4.2.2. **Teardrop Entrance and Cross Access Easements**. Golden Corral acknowledges that the Utah Department of Transportation must approve the design of the teardrop entrance that grants adequate access to both parties' properties and the properties to the east and to the west. A preliminary concept plan of the teardrop intersection is attached hereto as Exhibit J. Golden Corral and the Agency shall include a substantially similar teardrop entrance design in their proposed and final site plans for the joint development of the Golden Corral and RDA Properties.

4.2.3. **Purchase Agreement**. The Agency must enter into a purchase agreement with Nissan to purchase from the Agency and develop (at Nissan's expense) the Remainder Property.

4.2.4. **Clear Title**. The Agency must receive satisfactory title commitment for the Golden Corral Property (showing only Permitted Encumbrances agreed to by the Agency). Golden Corral must receive satisfactory title commitments for the RDA Property (showing only Permitted Encumbrances agreed to by Golden Corral). If either party finds unresolved unacceptable encumbrances on its commitment for title insurance, then that party shall have no obligation to proceed with the Land Exchange Closing or with this Agreement.

4.3. **Post-Land Exchange Closing Obligations**.

4.3.1. **Preliminary Site Plan Submittal and Preliminary Approval.** Golden Corral and the Agency must submit to the City and seek preliminary staff approval of a site plan for the New Golden Corral Property and the Remainder Property that complies

with applicable City ordinances and this Agreement. Golden Corral commits to work with the Agency and Nissan to develop an acceptable site plan and will not submit any proposed site plan to the City until the Agency has approved it.

4.3.2. **Amended Subdivision Plat and Preliminary Approval**. The Agency will obtain preliminary staff approval from the City of the amendment to Corral West Amended Plat A that complies with applicable City ordinances and reflects the property exchanges and conveyances as set forth in this Agreement. The parties anticipate that there will be changes to the public utility easements and access easements during the redevelopment of the Golden Corral and RDA Properties. All such changes will be incorporated into the new subdivision plat.

4.3.3. **Lease Back of the Golden Corral Property.** In order to facilitate the redevelopment of these properties, it is necessary for Golden Corral to continue to operate the Golden Corral Restaurant currently located on the Golden Corral Property. To accomplish this, the Agency will lease back to Golden Corral, at no cost to Golden Corral, the Golden Corral Property on the terms and under the conditions set forth in Section 7 of this Agreement.

4.3.4. **Demolition of Sakura Restaurant**. Golden Corral shall complete all demolition and clean-up of the Sakura Restaurant that currently exists on the RDA Property and will leave the restaurant pad site level as soon as practicable. Golden Corral shall obtain no less than three (3) competitive bids for the demolition of the Sakura Restaurant. Golden Corral shall give the Agency the opportunity to review and provide input regarding the bids. The Agency must approve the successful bidder before Golden Corral hires the bidder. After demolition and clean-up is complete, Golden Corral may submit to the Agency the verified costs associated with the demolition and so long as such costs are reasonable and necessary to the demolition, the Agency will reimburse Golden Corral for the verified costs associated with the demolition. Golden Corral shall not demolish the Sakura Restaurant until it has obtained from the appropriate authorities the following: (1) a demolition permit for the Sakura Restaurant; (2) a building permit for the new Golden Corral Restaurant; and (3) approval of the proposed site plan for the New Golden Corral Property. Golden Corral shall not be obligated to proceed with the Post-Closing Land Exchange Obligations outlined in Sections 4.3.5. through 4.3.9.3. until such approvals are obtained.

4.3.5. **Construction and Occupancy of the New Restaurant.** Golden Corral must construct and occupy the new restaurant to be located on the New Golden Corral Property on or before May 1, 2020. The Agency is relying upon this date as a material term of this Agreement. Golden Corral shall be responsible for obtaining final approval of the proposed site plan for the new Golden Corral Restaurant and New Golden Corral Property.

4.3.6. **Construction of Concrete Fence**. Golden Corral must install along the southern boundary of the New Golden Corral Property and the southern boundary of the Remainder Property that runs parallel to 1400 South a concrete panel fence similar in size and composition of that currently located behind the Nissan Dealership on or before June 1, 2020. The fence may include a maintenance man-gate. The man-gate must be sight-obscuring and capable of being locked.

4.3.7. **Demolition of the Existing Golden Corral Restaurant**. On or before June 1, 2020, Golden Corral will demolish to site level and clean-up the current Golden Corral restaurant that exists on the Golden Corral Property. Golden Corral will not be required to demolish any existing site improvements including asphalt, concrete, or utilities. Golden Corral shall obtain no less than three (3) competitive bids for the demolition of the existing Golden Corral Restaurant. Golden Corral shall give the Agency the opportunity to review and provide input regarding the bids. The Agency must approve the successful bidder before Golden Corral hires the bidder. After demolition and clean-up is complete, Golden Corral may submit to the Agency the verified costs associated with the demolition and so long as such costs are reasonable and necessary to the demolition, the Agency will reimburse Golden Corral for the verified costs associated with the demolition.

4.3.8. **Obtain Final Approval of Site Plan and New Subdivision Plat.** Golden Corral shall be responsible for obtaining final approval of the proposed site plan for the Golden Corral and RDA Properties. The Agency shall be responsible for obtaining final approval of the Golden Corral Property's new subdivision plat.

4.3.9. **Cost of Constructing the New Golden Corral Restaurant and Developing the New Golden Corral Property, Restrictive Covenants and Promise to Cooperate**. Except for the costs set forth in Section 4.3.9.1 Golden Corral shall be responsible for all costs associated with its new restaurant and the redevelopment of the New Golden Corral Property including but not limited to removal of any existing site improvements, civil engineering plans, architectural drawings, site plan approval, City fees associated with approval, maintaining and implementing the cross access easements, designing and constructing the teardrop entrance, and any costs to construct the site improvements on the New Golden Corral Property.

4.3.9.1. **Reimbursement**. The Agency will reimburse Golden Corral for the verified costs pursuant to Sections [demolition reimbursement for Sakura and existing GC restaurant] and the costs associated with the design and construction of the teardrop entrance as shown on Exhibit J attached to this Agreement.

4.3.9.2. **Compliance with Project Area Plan**. Golden Corral acknowledges and agrees that the New Golden Corral Property is subject to the Project Area Plan and all obligations and requirements set forth in the Project Area Plan are applicable to Golden Corral. Any improvement to the New Golden Corral Property must be in accordance with the Project Area Plan (a copy of which is attached hereto as Exhibit L and incorporated herein by reference).

4.3.9.3. **Commitment for Joint Redevelopment.** Golden Corral is obligated to coordinate with the Agency and Nissan regarding redevelopment of the Golden Corral and RDA Properties, the design and construction of the teardrop entrance improvements, approval of the all site plans and the new subdivision plat all of which will benefit both the Remainder Property and the New Golden Corral Property.

5. **Conveyance of the Retained Property to Golden Corral**. After the successful completion of all Post-Land Exchange Closing Obligations outlined in Section 4.3, the Agency will convey to Golden Corral by Special Warranty Deed the Retained Property subject to any applicable Permitted Encumbrances.

5.1. **Retained Property**. At the Retained Property Closing, the Agency shall, at its expense, deliver to Golden Corral a standard coverage owner's policy of title insurance issued by a company licensed to do so in the State of Utah with respect to the Retained Property, insuring that Golden Corral holds good and marketable fee simple title to the Retained Property, subject only to the Permitted Encumbrances. The parties agree that the Retained Property shall be valued at $882,472.00 or $21.40 per square foot for title insurance purposes.

5.2. **Title Insurance**. The Agency agrees to remove any exceptions listed on the Commitment for Title Insurance for the Retained Property other than those that are approved by Golden Corral in writing. Exceptions listed on the Commitment for Title Insurance that are approved by the Golden Corral in writing shall be referred to as the "Permitted Encumbrances". The Permitted Encumbrances shall be the only permitted exceptions on the title insurance policy for the Retained Property and shall be the only listed exceptions on the Special Warranty Deed for the Retained Property. Golden Corral agrees that the following encumbrances will be included on its list of Permitted Encumbrances for the Retained Property:

5.2.1. **Existing Easements**.

5.2.1.1. **Public Utility Easements**. Golden Corral agrees to approve existing public utility easements on the Retained Property as Permitted Encumbrances. Nothing herein shall be interpreted to restrict Golden Corral's ability to relocate existing public utilities on the Retained Property at its own expense

and/or to take steps to vacate existing public utility easements on the Retained Property.

5.2.1.2. **Access Easement**. The Retained Property and New Golden Corral Property contain cross access easements that benefit each party as well as properties to the east and to the west. The parties to this Agreement agree to maintain the cross access easements to ensure continued access is provided to each party and to the properties to the east and the west. This includes the proposed teardrop entrance as set forth in Exhibit J. These easements will be included on the subdivision plat.

5.2.2. **New Easements/Covenants/Restrictions**. The Retained Property will be subject to all of the easements, covenants and restrictions included on the new subdivision plat.

5.3. **Retained Property Closing**. The Agency shall convey the Retained Property to Golden Corral at a closing (the "Retained Property Closing") meeting the following requirements:

5.3.1.1. **Date**. The Retained Property Closing shall take place on or before June 15, 2020.

5.3.1.2. **Location**. The Retained Property Closing shall take place at a location mutually agreed to by the parties.

5.3.1.3. **Costs**. The Agency and Golden Corral shall each pay one-half (1/2) of all Retained Property Closing costs (including document preparation and recording fees) associated with this conveyance.

5.3.1.4. **Property Taxes**. Golden Corral shall be responsible for all property taxes for the Retained Property from the date of the Land Exchange Closing to the date of the Retained Property Closing.

5.3.1.5. **No Payment at Retained Property Closing.** The parties acknowledge that the Retained Property is part of the large land exchange transaction outlined in this Agreement and that this conveyance is of significant value to the parties and for the ongoing economic development of the University Parkway area and that neither party shall pay the other party any cash consideration at the Retained Property Closing.

5.3.1.6. **Possession**. The Agency shall deliver possession of the Retained Property to Golden Corral immediately after the Retained Property Closing.

5.3.1.7. **Liens and Encumbrances**. The Agency will cause to be paid off by the Retained Property Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens, special assessments and warrants affecting the property shall eliminate all encumbrances related to the Retained Property other than the Permitted Encumbrances.

6. **Default**. Except as provided for in Section 7, if any party is in default under this Agreement for a period of fifteen (15) days following receipt of notice from the non-defaulting party, then the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, specific performance of this Agreement. If the default cannot be cured within the 15-day period, the non-defaulting party shall give the defaulting party a reasonable time (in no event longer than 30 days total) to cure, provided that the defaulting party works on the cure as expeditiously as possible and provided that the additional time does not financially damage the non-defaulting party.

6.1. **Failure to Comply with Post-Closing Obligations**. Except as otherwise specifically provided for in the Agreement, if Golden Corral fails to comply with the terms of this Agreement, Golden Corral shall immediately vacate the Golden Corral Property and pay the Agency for any and all costs it has incurred related to the joint development of the Golden Corral and RDA Properties and the Agency shall have no obligation to convey to Golden Corral the Retained Property.

7. **Lease Terms**.

7.1. **Golden Corral Property**. After the land exchange is complete, the Agency shall lease the Golden Corral Property to Golden Corral.

7.1.1.1. **Term.** The Lease term shall begin after the Land Exchange Closing. The Lease will remain in effect until Golden Corral has (1) constructed its new restaurant on the RDA Property and (2) completed the demolition of its existing restaurant.

7.1.1.2. **Termination**. If Golden Corral does not complete the construction and demolition referred to above on or before June 1, 2020, the Lease will terminate and Golden Corral must vacate the property.

7.1.1.3. **Consideration**. As consideration for the Lease, Golden Corral commits to do the following:

7.1.1.3.1. Complete the demolition of the Sakura Restaurant as soon as practicable.

7.1.1.3.2. Begin construction of the new Golden Corral Restaurant as soon as practicable.

7.1.1.3.3. Complete the demolition of the existing Golden Corral Restaurant on or before June 1, 2020.

7.1.1.4. **Use of Premises**. Golden Corral may use the property only for the purpose of operating the existing Golden Corral Restaurant.

7.1.1.5. **Improvements to the Golden Corral Property**. Golden Corral shall not make any improvements to the property during the term of Lease except for the joint development efforts of the Agency and Golden Corral outlined in this Agreement. This Lease should not be construed to limit in any way either party's ability to commence and continue the redevelopment efforts outlined in this Agreement.

7.1.1.6. **Covenants of the Parties.**

7.1.1.6.1. Golden Corral hereby covenants and agrees as follows:

7.1.1.6.1.1. Golden Corral will pay any utility charges and taxes attributed to the Golden Corral Property during the term of the Lease.

7.1.1.6.1.2. Golden Corral will not use the Golden Corral Property for any unlawful purpose and will obtain and comply with all rules, regulations, laws, ordinances, and requirements of all federal, state, and local government authorities respecting the use of the Golden Corral Property.

7.1.1.6.1.3. When the Lease terminates, Golden Corral will surrender the Property in good condition.

7.1.1.6.2. Agency hereby covenants and agrees as follows:

7.1.1.6.2.1. Golden Corral shall peaceably and quietly hold, occupy, use and enjoy the Golden Corral Property, without any hindrance from the Agency except as set forth in this Agreement.

7.1.1.7. **Insurance**. Golden Corral shall be responsible for maintaining adequate and acceptable insurance on the Golden Corral Property and any improvements

thereon for the term of the Lease. Proof of all insurance shall be provided to the Agency at the Land Exchange Closing.

7.1.1.8. **Maintenance**. Golden Corral shall be responsible for maintaining the Golden Corral Property during the term of the Lease.

7.1.1.9. **Default**. Golden Corral shall be in default of this Lease if Golden Corral fails to complete the obligations set forth in Section 4.3. of this Agreement. If Golden Corral fails to cure any of these obligation within five (5) days after written notice of such default is provided by the Agency to Golden Corral, the Agency may take possession of the Golden Corral Property without further notice. Golden Corral shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Agency by reason of Golden Corral's defaults.

7.1.1.10. **Access by Agency to Property.** The Agency or its agents shall have the right to enter the Golden Corral Property at any time upon verbal request to Golden Corral. In the case of an emergency, the Agency may enter the Golden Corral Property without request.

7.1.1.11. **Dangerous Materials.** Golden Corral shall not keep or have on the Golden Corral Property any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Golden Corral Property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Agency is obtained and proof of adequate insurance protection is provided by Golden Corral to the Agency.

7.1.1.12. **Compliance with Regulations.** Golden Corral shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, and local authorities.

7.1.1.13. **Assignability/Subletting.** Golden Corral may not assign or sublease any interest in the Golden Corral Property, nor effect a change in the majority ownership of Golden Corral (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of the Agency.

7.1.1.14. **Indemnification**. Golden Corral shall indemnify and hold the Agency and its' officers, officials, employees, and volunteers harmless from and against all claims, damages, losses, and expenses (including attorney fees) arising out of or resulting from this Lease or Golden Corral's use of the Golden Corral Property including any costs relating to environmental clean-up.

Golden Corral shall not be liable for the Agency's gross negligence or intentional misconduct.

8. **Extension of Deadlines**. Both parties acknowledge that the deadlines set forth in this Agreement are material terms upon which both parties are relying and as set forth in Section 9.3 time is of the essence to this Agreement. Notwithstanding this, the Agency acknowledges that there may be circumstances beyond the control of Golden Corral that may necessitate deadline extensions. Golden Corral agrees to provide immediate notice to the Agency of any circumstance that might necessitate a deadline extension. Golden Corral will obtain from the Agency written approval of any requested extension which approval the Agency will not unreasonably withhold as long as Golden Corral has been operating in good faith and using its reasonable best efforts to meet the deadlines in this Agreement.

9. **General Provisions.**

9.1. **Lawful Agreement**. The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws and other legal requirements applicable to their operation.

9.2. **Utah Law**. This Agreement shall be interpreted pursuant to Utah law.

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

9.4. **Attorney's Fees**. If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

9.5. **Interpretation of Agreement**. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a party of the provisions hereof.

9.6. **No Presumption**. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

9.7. **Amendments**. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

9.8. **Assignment**. This Agreement shall not be pledged or assigned without the prior written consent of the other party unless the Agency assigns this Agreement to the City. If the Agency does so, Golden Corral consents to the assignment.

9.9. **Binding Agreement**. This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

9.10. **Indemnification.** Golden Corral shall indemnify and hold the Agency, the City of Orem and their officers, officials, employees, and volunteers harmless from and against all claims, damages, losses, and expenses (including attorney fees) arising out of or resulting from Golden Corral's breach of this Agreement or Golden Corral's negligent, reckless or intentional conduct. Golden Corral shall not be liable for the Agency's negligence or intentional misconduct.

9.11. **Act of God or Force Majeure**. Any party's failure to adhere to any time deadlines set forth in this Agreement shall be excused if the failure to adhere to the time deadline was caused by an Act of God or *force majeure* that could not have been reasonably foreseen and provided against. For purposes of this Agreement, this includes any delay caused by nature without the interference of any human agency, or any delay caused by factors that are outside of the control of the parties that could not have been avoided by the exercise of due care, including but not limited to acts of war and terrorist attacks. In case of such delay, the time period for completion shall be extended to allow the affected party sufficient time to overcome those problems caused solely and directly by the Act of God or *force majeure.* .

9.12. **No Merger**. This Agreement, and the rights and obligations set forth herein, shall survive the delivery of any deeds delivered pursuant to this Agreement and shall not be deemed to become merged in the deeds.

9.13. **Waiver.** The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9.14. **Representations.** The parties represent that each of them has lawfully entered into this Agreement having complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.

[SIGNATURES TO FOLLOW]

THIS AGREEMENT IS SIGNED AND ENTERED INTO by the parties on the dates listed below.

REDEVELOPMENT AGENCY FOR THE CITY OF OREM, UTAH

_____
Richard K. Brunst, Chair
Date:_____

ATTEST:

_____
JoD'Ann Bates, Records Keeper

GOLDEN CORRAL

_____
Name:_____
Title: _____
Date:_____

STATE OF UTAH)

:ss

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

_____
NOTARY PUBLIC
(Seal)

My commission expires:_____

Residing at:_____

EXHIBIT "A"

All of Lot 2, Corral West Amended Plat "A", less that portion conveyed to the Utah Department of Transportation as described in Special Warranty Deed Entry No. 20931:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
A	RDA Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	RDA Property	

EXHIBIT "B"

All of Lot 1, Corral West Amended Plat "A", less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
B	Golden Corral Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Golden Corral Property	

EXHIBIT "C"

MEMORANDUM

TO: THE REDEVELOPMENT AGENCY OF OREM CITY
FROM: LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
DATE: 4/25/2019
RE: GOLDEN CORRAL & KEN GARFF NISSAN REDEVELOPMENT INITIATIVE

The Redevelopment Agency of Orem City (the "Agency") commissioned Lewis Young Robertson & Burningham Inc. ("LYRB") to perform a cost-benefit analysis for a redevelopment initiative involving the Agency, Golden Corral, and the Ken Garff Nissan of Orem ("Nissan"). The redevelopment initiative being explored by the Agency involves a cash-free land exchange with Golden Corral and the sale of the newly acquired and recently acquired land to Nissan. The desired outcome of the initiative for Golden Corral would be to facilitate the rebuild of their restaurant to the lot immediately east of its current location. For Nissan, the initiative would provide additional space and flexibility for its stock of vehicles, additional visibility from University Parkway, and room to expand in the future. The Agency's goal would be to remove older structures and replace them with a new structure and to accommodate the needs of one of the car dealerships located within the city of Orem (the "City").

COSTS

The cash-free land exchange between the Agency and Golden Corral would cost the Agency money. This is due to an imbalance in the amount of land that Golden Corral would trade to the Agency versus the land it would receive, as illustrated in the table below.

Land	Parcel Size	Parcel Value
New Golden Corral Parcel*	1.68 Acres	$1,222,455
New Agency Parcel*	1.1 Acres	$985,419
Difference	**0.58 Acres**	**$237,036**

*Land area to be traded.

The difference in value between the new Golden Corral Parcel and the New Agency Parcel ($237,036) represents a cost to the Agency. The analysis added an additional $100,000 to this cost to cover the expenses associated with the demolition of Sakura and the old Golden Corral restaurant. The total cost to the Agency associated with the cash-free land exchange is, therefore, $337,036.

The analysis also accounted for the costs associated with acquiring the 1.3 acres of land it would sell to Nissan. This includes the cost of the residential unit (located immediately south of the current Golden Corral location) and its demolition ($229,675) and the cost of the Sakura restaurant ($1,466,867). The total expense associated with acquiring the land was $1,696,542. The analysis reduced this cost by the revenues generated by $336,512 to account for the lease revenue the Agency has received from Sakura and the revenue from the sale of a small portion of the parcel to facilitate Bus Rapid Transit.

The redevelopment initiative's total cost to the Agency is estimated to be $1,697,066.

BENEFITS

The analysis first considered immediate benefits associated with the redevelopment initiative. This includes the sale of land to Nissan. Per the most current version of the purchase agreement, Nissan would make a down payment of $500,000 and monthly payments of $1,024 for 15 years followed by a balloon payment of $599,216.

The redevelopment initiative would also provide a benefit to the City through a small amount of additional tax revenues from an increase in sales tax revenues. The impact on property tax revenues is believed to be neutral.

Sales Tax Revenues

The analysis assumed that Golden Corral's restaurant expansion would provide an additional 25 employees. The additional employees' spending within the City is estimated to produce an average annual increase in sales tax revenue of $1,648. The expansion is also believed in increase Golden Corral's revenues by 15 percent after buildout and an additional 3 percent every year thereafter. Applying these growth rates to the average Utah restaurant's revenues[1] (which is a conservative approach) yields an average annual increase in sales tax revenues to the City of $3,303.

Together, the sales revenue and the additional sales tax revenues will increase revenues to the City by $1,382,506 over 20 years.

The most impactful benefit to the City, however, is difficult to quantify. The benefit comes from providing Nissan with flexibility with its stock of cars and space for the dealership to expand in the future. These advantages to Nissan will help strengthen and secure the sales tax revenues from the Nissan dealership into the future.

[1] Data on the average restaurant's revenue came from the State of Local Restaurants report published by Womply: https://www.womply.com/state-of-local-restaurants/utah/

NET COST / BENEFIT

The analysis calculated the net cost/benefit to the Agency/City over 20 years. Nissan's payment for the land would span 15 years and an additional 5 years of analysis helps illustrate the benefit to the Agency and City over time and after Nissan's payment for the land is complete. Based on the quantifiable costs and benefits to the City/Agency, the redevelopment initiative would result in a total net loss to the City/Agency of $292,810 after 20 year.

Total Benefit over 20 Year	Less	Total Costs over 20 Years	Equals	Net Deficit
$1,382,506	**-**	**$1,697,066**	**=**	**$314,560**

In looking only at the quantifiable net benefit over 20 years, its clear that supporting the redevelopment initiative will not produce favorable results to the Agency and City.

There are, however, valuable benefits to the Agency and City that cannot be quantified at this time. The redevelopment initiative's greatest benefit to the Agency and City would be the stability and strength it would provide to the City's future sales tax base. By affording Nissan (and its associated dealerships) more flexibility and space for its stock of vehicles and room for expansion in the future, the City decreases the likelihood that the dealership(s) will relocate outside of the City in the future. As per the draft agreement with Nissan, the dealership is required to use the land for vehicle sales for the next 15 years.

Note that when an Agency is exploring participation options, it may support development initiatives that lack a clear net benefit in cases where the Agency is trying to achieve a specific economic development outcome. Additionally, agency participation is often required to ensure a project is financially feasible by participating in demolition and infrastructure costs.

Exhibit A: Cost-Benefit Analysis Calculation

10-8-2 Cost Benefit Analysis: Orem City

Golden Corral / Nissan

Assumptions:	
Base Year	2019
Trade Benefit to Golden Corral (From Orem)	$ 337,036
Agency Investent in Sakura Land and Nielson Home	$ 1,360,030
Total Agency Costs	**$ 1,697,066**
Property Value Added to Rolls	$ 1,199,577
Local Sales Tax	8.25%
% of Local Sales Tax Received	7.3%
Local Property Tax	0.001281
Avg. Employee Spending Annually	$ 9,046

Discount Rate:	2.8%
Inflation Rate:	2.5%

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
	Payment Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	**Total**	**NPV**
Sources of Revenue:																							
Down Payment		$ 500,000																				$500,000	$486,239
Annual Payment		$ 6,142	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 6,142	$ -	$ -	$ -	$ -	$184,260	$146,422
Balloon Payment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 599,216	$ -	$ -	$ -	$ -	$599,216	$383,412
Total Nissan Sale Revenue																							
Total		$ 506,142	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 605,358	$ -	$ -	$ -	$ -	$ 1,283,476	$1,016,074
Property Tax	*2018 Rate*																						
Property Value Added to Tax Rolls		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Orem City	0.001281	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	$0
Total Increase In Orem Revenue From Land		**$ 506,142**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 605,358**	**$ -**	**$ -**	**$ -**	**$ -**	**$1,283,476**	**$1,016,074**
Sales Tax	*2018 Rate*																						
Taxable Sales Increase		$ 118,782	$ 148,953	$ 181,117	$ 215,383	$ 251,867	$ 290,690	$ 331,978	$ 375,865	$ 422,493	$ 472,009	$ 524,568	$ 580,335	$ 639,481	$ 702,186	$ 768,642	$ 839,047	$ 913,612	$ 992,557	$ 1,076,115	$ 1,164,529	$11,010,209	$7,572,469
Orem Sales Tax Revenue	1.10%	$ 713	$ 894	$ 1,087	$ 1,292	$ 1,511	$ 1,744	$ 1,992	$ 2,255	$ 2,535	$ 2,832	$ 3,147	$ 3,482	$ 3,837	$ 4,213	$ 4,612	$ 5,034	$ 5,482	$ 5,955	$ 6,457	$ 6,987	$66,061	$45,435
Employee Multiplier																							
Additional Annual Employee Spending in Orem		$ 226,146	$ 230,669	$ 235,282	$ 239,988	$ 244,787	$ 249,683	$ 254,677	$ 259,770	$ 264,966	$ 270,265	$ 275,670	$ 281,184	$ 286,807	$ 292,544	$ 298,395	$ 304,362	$ 310,450	$ 316,659	$ 322,992	$ 329,452	$5,494,747	$4,076,955
Sales tax revenue from Employees		$ 1,357	$ 1,384	$ 1,412	$ 1,440	$ 1,469	$ 1,498	$ 1,528	$ 1,559	$ 1,590	$ 1,622	$ 1,654	$ 1,687	$ 1,721	$ 1,755	$ 1,790	$ 1,826	$ 1,863	$ 1,900	$ 1,938	$ 1,977	$32,968	$24,462
Orem's Total Increase:																							
Total Increase from taxes & Fees		$ 508,212	$ 14,562	$ 14,782	$ 15,016	$ 15,264	$ 15,526	$ 15,804	$ 16,098	$ 16,409	$ 16,738	$ 17,085	$ 17,453	$ 17,842	$ 18,252	$ 18,686	$ 612,219	$ 7,344	$ 7,855	$ 8,395	$ 8,964	$1,382,506	$1,085,971

	Payment Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	**Total**	**NPV**
Costs																							
Summary of Incentives																							
Total Agency Costs		$ 1,697,066	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,697,066	$1,650,361
Enhanced Costs of Services																							
All City Services:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Reduced Sales Tax Revenue From Vacated Businesses																							
All Three Businesses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
(Less) Relocating within City		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Cost to Orem																							
Total Cost of Assisting		$ 1,697,066	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,697,066	$1.650.361
Summary:																							
Difference		$ (1,188,854)	$ 14,562	$ 14,782	$ 15,016	$ 15,264	$ 15,526	$ 15,804	$ 16,098	$ 16,409	$ 16,738	$ 17,085	$ 17,453	$ 17,842	$ 18,252	$ 18,686	$ 612,219	$ 7,344	$ 7,855	$ 8,395	$ 8,964	$ (314,560)	($564,390)
Year		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**	**Year 16**	**Year 17**	**Year 18**	**Year 19**	**Year 20**		
Aggregate Difference		$ (1,188,854)	$ (1,174,292)	$ (1,159,510)	$ (1,144,494)	$ (1,129,230)	$ (1,113,704)	$ (1,097,900)	$ (1,081,802)	$ (1,065,393)	$ (1,048,656)	$ (1,031,570)	$ (1,014,117)	$ (996,275)	$ (978,023)	$ (959,337)	$ (347,118)	$ (339,774)	$ (331,918)	$ (323,524)	$ (314,560)		

EXHIBIT "D"



Agency Existing Property
(73,253 sq. ft. more or less)

0 70 140

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
D	RDA Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	RDA Property	

EXHIBIT "E"



Golden Corral Existing Property
(88,948 sq. ft. more or less)

N

0 70 140

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
E	Golden Corral Property - Map	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Golden Corral Property	

EXHIBIT "F"



N

0 70 140

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE
F	Retained Property - Map
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG
	Retained Property

CITY OF OREM
DEVELOPMENT SERVICES
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

OREM

EXHIBIT "G"

An entire tract of land, being a portion of Lot 1, Corral West Amended Plat "A" Subdivision as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point in the easterly line of said Lot 1, said point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet to a point designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) as described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder and the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet, (2) S00°46'36"W 4.50 feet, (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) as described in said Warranty Deed Entry No. 13001:2017 and S89°13'24"E 24.36 feet, more or less, along said right of way to said easterly lot line and SOUTH 23.92 feet along said easterly lot line from the North Quarter Corner of said section 27, said point is also the beginning of a curve, and running thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 33.98 feet; thence S00°00'09"W 15.50 feet to a point of curvature; thence southwesterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S45°00'09"W 2.83 feet; thence N89°59'51"W 16.00 feet; thence S00°00'09"W 202.00 feet; thence S89°59'51"E 21.53 feet to a point of curvature; thence southeasterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S44°59'51"E 2.83 feet; thence S00°00'09"W 19.00 feet; thence S89°59'51"E 25.19 feet; thence S00°00'09"W 105.95 feet, more or less, to a point on the southerly boundary of said Corral West Amended Plat "A" Subdivision, Entry No. 20192:1996, Map No. 6495-77, as recorded at the office of the Utah County Recorder; thence S89°58'18"E 81.09 feet, more or less, along the southerly boundary line of said Corral West Amended Plat "A" Subdivision to the southeast corner of said Lot 1; thence the following three (3) courses which are along the easterly boundary of said Lot 1 to the point of beginning: (1) North 288.91 feet, (2) East 45.48 feet, (3) North 122.46 feet, more or less.

The above described entire tract of land contains 41,237 square feet or 0.947 acres in area, more or less.

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
G	Retained Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Retained Property	

EXHIBIT "H"



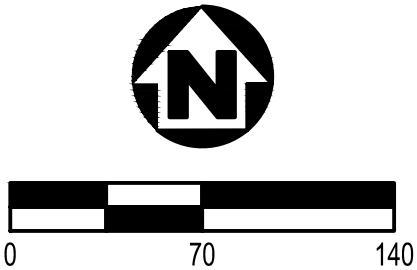


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE
H	Remainder Property - Map
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG
	Remainder Property

CITY OF OREM
DEVELOPMENT SERVICES
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

EXHIBIT "I"

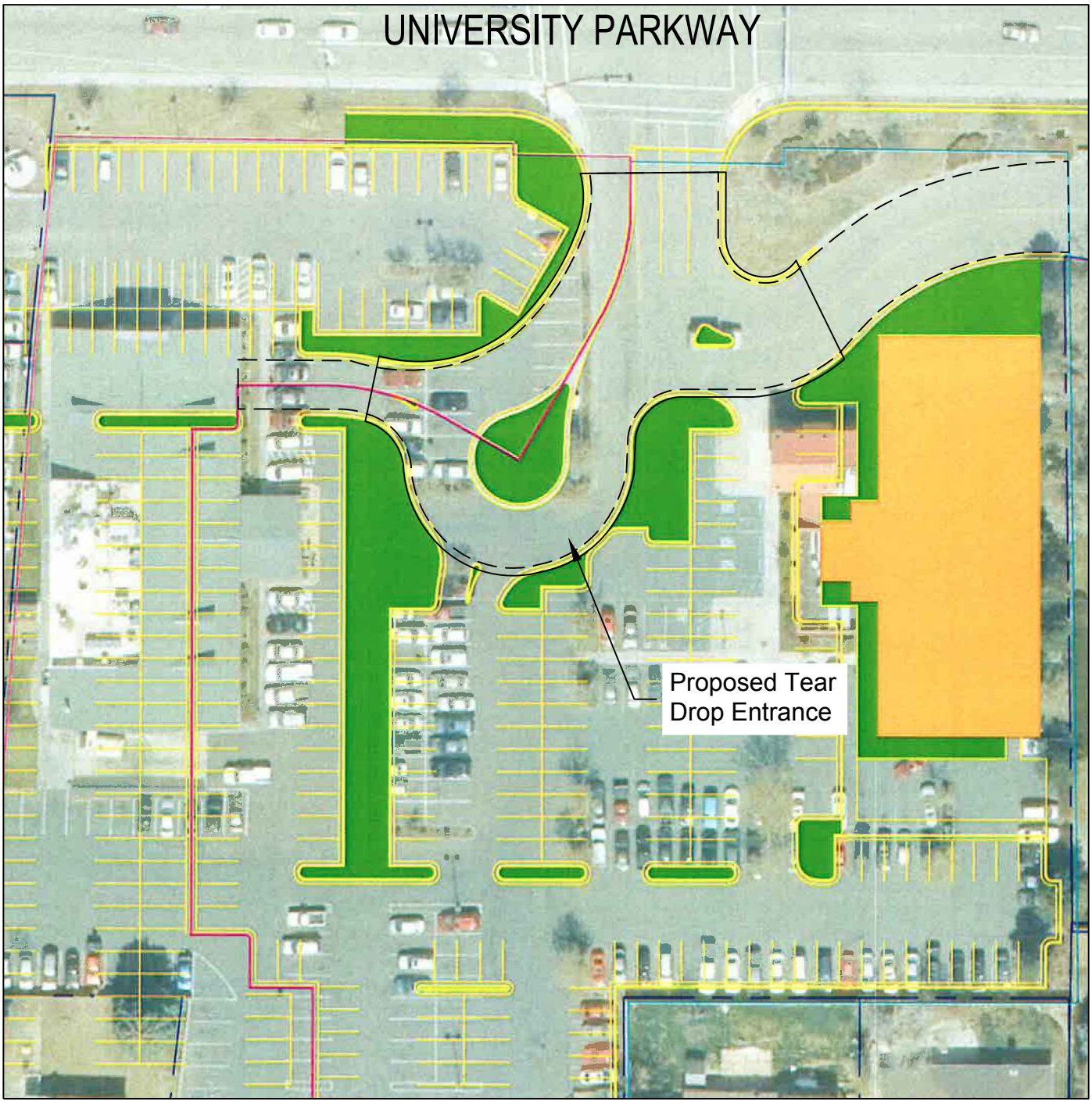
An entire tract of land, being a portion of Lot 1, Corral West Amended Plat "A" Subdivision, less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point, designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder, which point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet from the North Quarter Corner of said section 27; thence the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet, (2) S00°46'36"W 4.50 feet, (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) described in said Warranty Deed Entry No. 13001:2017; thence S89°13'24"E 24.36 feet, more or less, along said right of way; thence SOUTH 23.92 feet to a point of curvature; thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 33.98 feet; thence S00°00'09"W 15.50 feet to a point of curvature; thence southwesterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S45°00'09"W 2.83 feet; thence N89°59'51"W 16.00 feet; thence S00°00'09"W 202.00 feet; thence S89°59'51"E 21.53 feet to a point of curvature; thence southeasterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S44°59'51"E 2.83 feet; thence S00°00'09"W 19.00 feet; thence S89°59'51"E 25.19 feet; thence S00°00'09"W 105.95 feet, more or less, to a point on the southerly boundary of said Corral West Amended Plat "A" Subdivision, Entry No. 20192:1996, Map No. 6495-77, as recorded at the office of the Utah County Recorder; thence N89°58'18"W 61.26 feet, more or less, along the southerly boundary line of said Corral West Amended Plat "A" Subdivision to a southwesterly corner of said Corral West Amended Plat "A" Subdivision; thence the following four (4) courses which are along the westerly boundary of said Corral West Amended Plat "A" Subdivision to the point of beginning: (1) N06°18'42"E 100.60 feet, (2) N89°58'18"W 80.37 feet, (3) N04°05'45"E 261.56 feet, (4) N05°23'36"E 82.29 feet.

The above described entire tract of land contains 47,163 square feet or 1.083 acres in area, more or less.

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
I	Remainder Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Remainder Property	

EXHIBIT "J"



Reimbursement for Tear Drop Design & Construction

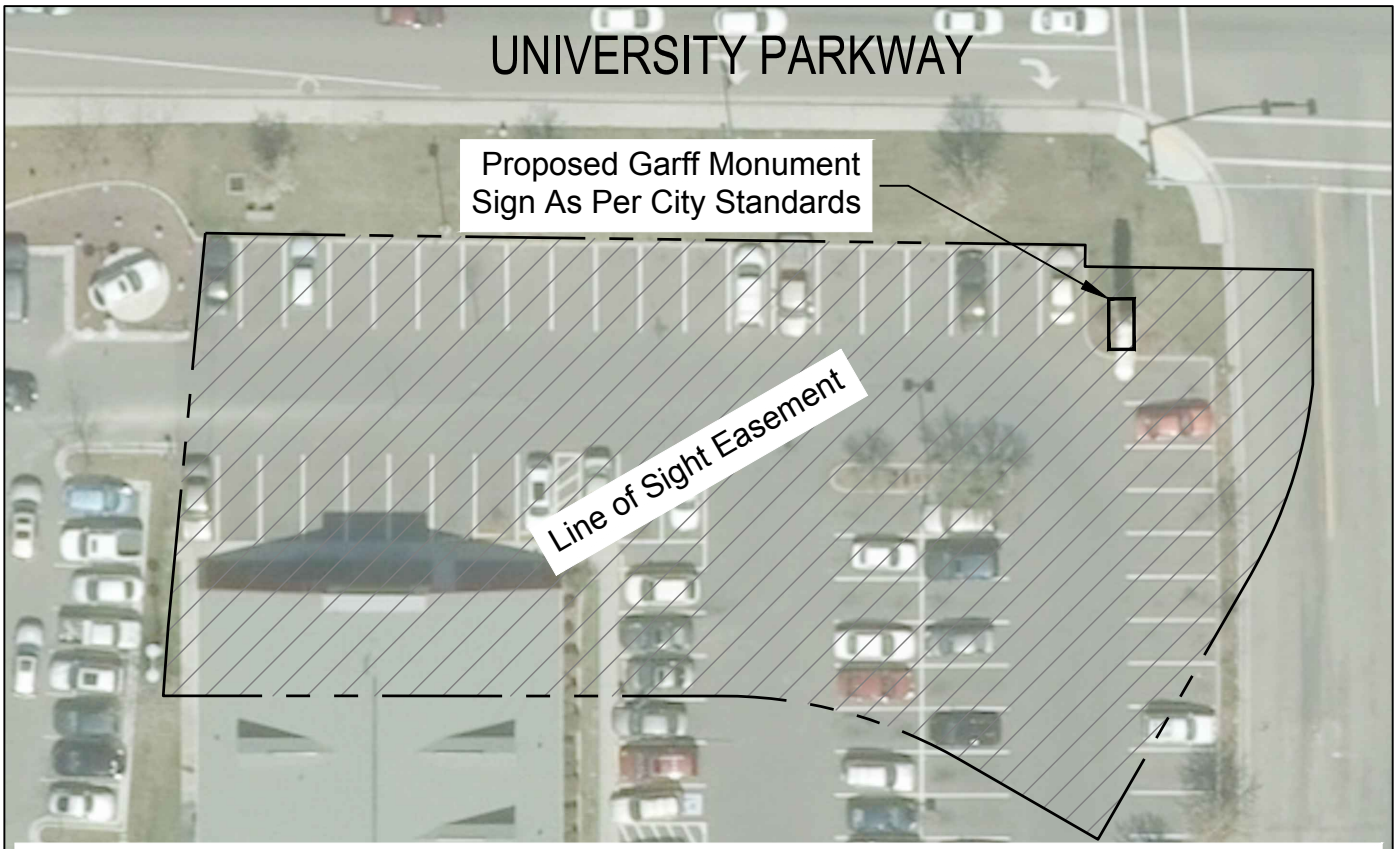
Proposed Access Easement Final Location to be Determined and Shown on the Subdivision Plat

N

0 60 120

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
J	Tear Drop Concept, Reimbursement Limits, and Access Easement	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Tear Drop Entrance Concept	

EXHIBIT "K"



A perpetual easement, being part of an entire tract of property situate in Lot 1, Corral West Amended Plat "A" Subdivision, less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point, designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder, which point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet from the North Quarter Corner of said section 27, and running thence the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet, (2) S00°46'36"W 4.50 feet, (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) described in said Warranty Deed Entry No. 13001:2017; thence S89°13'24"E 24.36 feet, more or less, along said right of way to the easterly line of said Lot 1; thence SOUTH 23.92 feet along said easterly lot line to a point of curvature; thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 116.21 feet to a westerly line of said Corral West Amended Plat "A" Subdivision; thence the following two (2) courses which are along the westerly boundary of said Corral West Amended Plat "A" Subdivision to the point of beginning: (1) N04°05'45"E 14.53 feet, (2) N05°23'36"E 82.29 feet, more or less.

The above described easement contains 22,494 square feet or 0.516 acres in area, more or less.

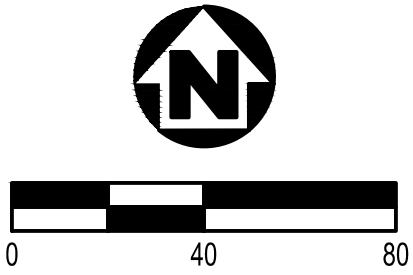


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
K	Line of Sight Easment and SIgn Location	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Line of Sight Easement and Sign Location	

EXHIBIT "L"

RDA-R-85-0025-03A

(I)

RESOLUTION NO. RDA-85-028-03A

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF OREM ADOPTING THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT AREA NO. 85-Ø3-A AND RECOMMENDING ADOPTION OF THE PLAN BY THE OREM CITY COUNCIL

WHEREAS the Redevelopment Agency of the City of Orem, in consultation and cooperation with the Orem City Planning Commission has caused the proposed Redevelopment Plan for the Redevelopment Project #85-Ø3-A to be prepared; and

WHEREAS the Agency and staff have prepared a Report to accompany the Plan; and

WHEREAS the Planning Commission has prepared its Report and Recommendation concerning the proposed Plan; and

WHEREAS the Planning Commission has concurred in the findings of the Agency report and has recommended the adoption of the Plan; and

WHEREAS a duly noticed public hearing on the proposed Redevelopment Plan was held by the Agency on November 26, 1985; and

WHEREAS the Agency has considered all of these matters, including the discussion and comments heard at the public hearing, and now desires to adopt the Redevelopment Plan #85-Ø3-A and submit it to the Orem City Council for their consideration:

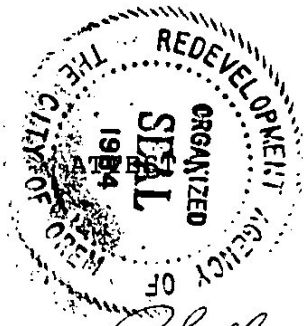
NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF OREM as follows:

1. The Redevelopment Plan for the Redevelopment Project #85-Ø3-A, a copy of which is attached hereto and incorporated herein by this reference, is hereby adopted.
2. The Agency hereby recommends that the Orem City Council adopt the Plan by ordinance.
3. This resolution shall become effective upon its passage.

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

PASSED AND APPROVED this 26th day of November, 1985.

REDEVELOPMENT AGENCY OF THE
CITY OF OREM, by
DeLance W. Squire, Chairman



Phillip C. Goodrich, Secretary

DIRECTORS VOTING "AYE"	DIRECTORS VOTING "NAY"
Harley M. Gillman	
Richard Jackson	
DeLance W. Squire	
Stella Welsh	
S. Blaine Willes	
Glen R. Zimmerman	

REDEVELOPMENT PROJECT AREA

NO. 85-03-A

NOVEMBER 1985

FINAL PLAN

Redevelopment Agency of the City of Orem
56 North State
Orem, Utah

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Introduction

A. Final Redevelopment Plan

The Final Redevelopment Plan ("Plan") for Redevelopment Project Area #85-03-A has been prepared in consultation with the Orem City Planning Commission by the Redevelopment Agency of the City of Orem ("Agency") pursuant to the Utah Neighborhood Development Act, as amended, Utah Code Annotated 11-19-1 et seq.; the Utah Constitution; the United States Constitution; and all applicable local laws and ordinances.

B. Boundaries of Plan

The boundaries of Redevelopment Project Area #85-03-A are illustrated on the maps attached hereto as Exhibits "A" and "B" and are incorporated herein by this reference. The legal description of the boundaries of the Project Area is as follows:

Commencing at the intersection of the 1300 South Street Center Line and the 800 East Street Center Line; thence South along the Center Line of 800 East Street 640 feet, more or less, to the South Right-of-Way Line of 1400 South Street; thence West along said Right-of-Way Line 4,400 feet, more or less, to the South Right--of-Way Line of Orem City Right-of-Way; thence Southwesterly along said Orem City Right-of-Way Line 1,020 feet, more or less, to the West Right-of-Way Line of Main Street; thence North along said Right-of-Way Line 580 feet, more or less, to the South Right-of-Way Line of 1400 South Street; thence West along said Right-of--Way Line 1,600 feet, more or less, to the West line of Parcel 2759-48 of Utah County Records, more particularly described as Parcel E-661-A; thence North 4° 53' East along the West line of said parcel 660 feet, more or less, to the North Right-of-Way Line of 1300 South Street; thence East 300 feet; thence North 150 feet to the East Right-of-Way Line of 200 West Street; thence North along said Right-of-Way Line 350 feet, more or less, to the South Right-of-Way Line of 1200 South Street; thence East along said Right-of-Way Line 2,700 feet, more or less, to the East Right-of-Way Line of 200 East Street; thence South along said Right-of-Way Line 520 feet, more or less to the North Right-of-Way Line of 1300 South Street; thence East along said Right-of-Way Line 1,100 feet; thence North 150 feet; thence East 440 Feet, more or less, to the East Right-of-Way Line of U.S. Highway 91, more commonly known as State Street; thence Southeasterly along said

Right-of-Way Line 135 feet, more or less, to the North Right-of-Way Line of 1300 South Street, more commonly known as the BYU Diagonal; thence Eastwardly along said Right-of-Way Line 2,150 feet;thence North 100 feet; thence West 100 feet; thence North 200 feet; thence East 250 feet, more or less, to the Center Line of 800 East Street; thence South along said Center Line 415 feet, more or less, to the Point of Beginning.

TOTAL AREA = 99.98 ACRES

C. Statement of Redevelopment Objectives

The Agency proposes to carry out the objectives of the Utah Neighborhood Development Act in this project area by some or all of the following actions:

1. Achievement of an environment along the 1300 South Corridor reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and redevelopers.

2. Elimination of environmental deficiencies, such as weeds overgrowth, drainage problems and accumulation of trash and debris.

3. Installation of streets, utilities and other public improvements.

4. Amelioration of economic deficiencies and dislocation resulting from undeveloped and underdeveloped property.

5. Providing assistance in the removal of any buildings or improvements as may be required to carry out this plan.

6. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan.

7. Participation by persons or entities engaged in business or holding interests in property within the Project Area through remaining in or re-entering the Project Area

8. Infilling or other adaptations of property to allow development.

9. Other actions, consistent with state and local laws, as may be approved by the Agency.

D. General Statement for Land Use and Circulation

Description of Land Uses

The following uses, together with accessory support services, customarily appurtenant thereto and as deemed necessary and acceptable by the Agency, shall be permitted in the project area:

a. Commercial

Space is provided by the redevelopment of this project area primarily for commercial uses. The intent of this land use is to encourage an orderly expansion of the overall tax base of the City and to control the specific types of commercial development which take place.

The first priority of the Agency will be to encourage the development of large-lot and medium-lot developments primarily supporting major retail commercial establishments and serving local and regional needs, which will provide significant tax revenue to the City.

The second priority of the Agency will be to encourage large-lot and medium-lot commercial developments which will significantly increase the overall tax base and number of jobs within the City and/or create an environment which will stimulate developments of the above-mentioned first priority.

b. Streets and Frontage Roads

Access to property in the area will be achieved by the construction of dedicated city streets and such entryways and frontage roads as required by current plans and agreements and as may be required by future plans and agreements.

c. Support Services

The uses included in this category are designed to be accessory to and customarily appurtenant to the uses provided in the district enumerated above. The support services may include, but will not be limited to, the following uses:

Parking Lots and structures
Public Utilities
Parks and Open Spaces
Transportation and Communication facilities

d. Other uses consistent with the City of Orem Master Plan.

Exclusions

The following uses are expressly excluded from being developed within the project area:

a. Convenience stores
b. Auto repair shops not associated with a new-car dealership
c. Restaurants not integrated into or associated with a larger development
d. Auto dealerships dealing primarily in used cars
e. Other small-lot developments or any development not consistent with the objectives of this plan as determined by the Agency

E. Planning Criteria

In order to provide developers a maximum flexibility in the development of property and to encourage and obtain the highest quality of development and design, specific development controls within the project area will be prepared. Such control may be in the form of an overlay zone inasmuch as such zone is consistent with the City of Orem Master Plan. Each development proposal may be considered as a planned unit development and subject to: appropriate elements of the City's Master Plan; the Planning and Zoning Code of the City; other applicable building codes and ordinances of the City; a review and recommendation by the City of Orem Planning Commission; Conditions, Covenants and Restrictions recorded in conjunction with the property and approval by the Agency.

Development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describe the extent of the proposed development, including land coverage, setbacks, heights and bulk proposed, off-street and loading to be provided, and any other data determined necessary or requested.

F. Development, Relocation, Property Acquisition, Disposition, and Relocation

The objectives of this redevelopment plan are to be accomplished by:

1. Development

To the maximum possible extent, the objectives of the plan are to be accomplished through Agency encouragement of and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this plan will be carried out and to prevent the recurrence of physical deterioration, all real property located within the project area that is sold, leased, or conveyed by or through any person or entity (including the Agency) within or without the project area, shall be made subject to the provisions of this plan by leases, deeds, contracts, agreements, declarations of restrictions, provision of the City ordinance, conditional use permits, or other means as determined by the Agency. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, and covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this plan. To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the project area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the project. During the period of development in the project area, the Agency shall insure that the provisions of this plan and of other documents formulated pursuant to this plan are being observed, and that development in the project area is proceeding in accordance with development documents and time schedules. Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this plan and all applicable federal, state, and local laws. For the purpose of this plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, religion, national origin, sex, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law.

2. Public Improvements, Public Facilities, and Public Utilities

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities (within or outside of the Project Area) as appropriate or necessary to carry out the Plan or of benefit to the Project. Such improvements, facilities, and utilities include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, parks, plazas, playgrounds, telephone systems, motor vehicle parking facilities, landscaped areas and civic buildings.

3. Preparation of Building Sites

The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area.

4. Cooperation with public bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by Law is not authorized to acquire real property owned by public bodies without the consent of

such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the project area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

5. Property Management

Property shall rightfully be under the management of the owners or their designee at all times. During such time that property, if any, in the project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

6. Demolition, Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

7. Acquisition of Real Property by the Agency

The Agency does not forsee any need to acquire real property within the project area and hereby declares its intention to allow private development to proceed as facilitated by this plan. If however it may become necessary to acquire personal property or to declare an intention to acquire personal property, it may do so by gift, devise, exchange, purchase, or any method allowable by law.

All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such property for speculative purposes before development and to ensure that development is carried out pursuant to this Plan. All purchasers or lessees of property shall be obligated to use the property for the purposes designated in the Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other condi-

tions which the Agency deems necessary to carry out the purposes of this Plan.

Pursuant to the provisions of this Plan and the Participation Rules adopted by the Agency, the Agency shall to the greatest extent feasible offer real property acquired by the Agency for disposition and development to persons or entities engaged in business or holding other interests in the property in the Project Area on a preference basis over other persons or entities.

G. Time Limitations

The following time limitations shall apply to the project:

1. A time limit of 7 years from the date of the approval of the plan after which the Agency shall not commence acquisition of property through eminent domain;

2. A time limit of 15 years from the date of the approval of the plan after which no bonds may be issued for the project; and

3. A time limit of 32 years from the date of the approval of the plan after which no tax increment from the project area may be allocated to or used by the Agency.

H. Participation Opportunities and Preferences

The Rules Governing Participation and Preferences by owners, operators of businesses, and tenants in Redevelopment Project Area #85-03-A shall govern participation opportunities and preferences to persons or entities holding interests in property within the Project Area.

The redevelopment plan provides for reasonable opportunities to participate in the redevelopment of property in the project area by the owners of property in the project area if the owners enter into a participation agreement with the Agency.

Each person or entity desiring to become a participant must be willing to enter into a binding participation agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with this

Plan and to be subject to the provisions hereof, as specified in the Participation Rules. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Plan applicable to their properties.

A Participation Agreement may provide for any of the following:

1. Owners retaining, maintaining, and if necessary rehabilitating, all or portions of their properties;

2. Owners acquiring adjacent or other properties in the project area;

3. Owners selling all or portions of their improvements to the Agency, retaining the land, and developing their properties;

4. Owners selling all or portions of their properties to the Agency and purchasing other properties in the project area;

5. Owners selling all or portions of their properties to the Agency and obtaining preferences to reenter the project area;

6. Tenants having opportunities to become owners of property in the project area, subject to the opportunities of the owners of property in the project area; and

7. Other methods as may be approved by the Agency.

The Redevelopment Agency may extend reasonable preferential opportunities to owners and tenants in the project area ahead of persons and entities from outside the project area, to be owners and tenants in the project area during and after the completion of redevelopment.

If conflicts develop between participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences between and among participants, in accordance with the Participation Rules. This may include but is not limited to determining a solution by consideration of such factors as length of time in the area; accommodation of as many participants as possible; ability to perform; and conformity with intent and purpose of this Plan.

In addition to opportunities for participation by persons and firms individually, participation to the extent it is feasible shall also be available for two or more persons, firms or institutions, to join together in partnerships, corporations, or other joint entities as indicated in the Participation Rules.

The Agency and the City desire as much participation as possible in the redevelopment of the Project Area by the owners and tenants in the Project Area. Participation opportunities shall necessarily be subject to and limited by such factors as the expansion of public facilities; elimination and changing of land uses; realignment of streets; the ability of owners to finance acquisition and development in accordance with the Plan; any reduction in the total number of individual parcels in the Project Area; and assembly and development of areas for public and/or private development in accordance with the Plan.

The provisions of this Plan are applicable to all public and private property in the Project Area whether or not a participant enters into a participation agreement with the Agency.

I. Relocation

The Agency does not anticipate the necessity for relocation of any resident or business within the Project Area. In the event that it becomes necessary, however, such relocation shall be governed by the Relocation Rules which accompany this Plan.

J. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. Construction

All construction shall comply with applicable State and local laws in effect from time to time, including without limitations Orem City Building, Electrical, Mechanical, Fire and Plumbing Codes, the Zoning and Subdivision Ordinances.

2. Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for the uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding and Project uses and development.

3. Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas which will be in the public rights-of-way, the public grounds, the space around public and private buildings, and all other outdoor areas not covered by buildings. It is the intent of this Plan that a high standard of landscaping be developed and maintained within the Project Area.

In all areas sufficient space shall be maintained between buildings to provide adequate light, air, and privacy.

4. Signs

All signs shall conform to and be approved in accordance with requirements of Chapter 26 of the Orem City Code, as it now exists or is hereafter amended. Design of all proposed signs shall be submitted prior to installation to the Agency and/or City for review and approval pursuant to the procedures of this Plan.

5. Utilities

The Agency shall require that all utilities be placed underground whenever physically, financially, and economically feasible.

6. Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors would be incompatible with the surrounding areas or structures, as determined by the Agency, shall be permitted in any part of the Project Area. Within the Project Area, except with the approval of the Agency, there shall be no extraction of oil, gas, or other mineral substances, nor any opening or penetration for the purpose connected therewith within 500 feet of the surface.

7. Nondiscrimination and Nonsegregation

There shall be no invidious discrimination or segregation based upon sex, race, color, creed, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. Nothing herein shall be construed to preclude religious or religiously affiliated institutions from engaging in activities which uniquely benefit adherence to the religion in question or foster or advance the religious mission of the institution.

8. Resubdivision of Parcels

No parcel in the Project Area, including any parcel retained pursuant to participation agreements, shall be subdivided or resubdivided without the approval of the Agency.

9. Variations

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions and controls established by the Plan. In order to permit such variation, the Agency must determine that:

a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardship inconsistent with the general

purpose and intent of the Plan.

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls.

c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area.

d. Permitting a variation will not be contrary to the objectives of the Plan or of the Orem Community Master Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of the Plan. Any variation permitted by the Agency hereunder shall not obviate the need to secure additional approvals in compliance with City codes and ordinances.

10. Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area after the date of adoption of this Plan unless the application for such permit has been processed in the manner herein provided.

Upon receipt of an application for a building permit within the Project Area, the Executive Director of the Agency shall be requested by the City Building Official to review the application to determine what effect, if any, the issuance thereof would have upon the Plan. Within twenty-five (25) days thereafter said Executive Director shall file with the City Building Official a written report setting forth his findings of fact. Said report shall include, but not be limited to, the following:

a. Whether the proposed improvements would be compatible with the standards and other requirements set forth in this Plan;

b. What modifications, if any, in the proposed

improvements would be necessary in order to meet the requirements of the Plan;

c. Whether the applicant has entered into a development participation agreement with the Agency for the development of said improvements and submitted development plans to the Agency.

After receipt of said report, or if no report is submitted by the Executive Director within said 25-day period, the City Building Official may issue the permit with or without conditions; provided, however, that the City Building Official shall withhold the issuance of the permit if the Executive Director finds in said report that the proposed improvement does not meet the requirements of the Plan. Within five (5) days after allowing or withholding issuance of the permit the City Building Official shall notify by certified mail the applicant and the Executive Director of his or her decision.

The applicant may appeal the findings of the Executive Director to the Agency by filing a written notice of appeal within ten (10) days of receipt of the City Building Official's notice. The Agency may at its option hear the appeal and affirm, reverse or modify the findings of the Executive Director.

11. Design for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development of both private and public areas within the Project Area.

No new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated except in accordance with this Plan and any criteria established in or pursuant to the Plan. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with the Plan.

The design of particular elements should be such that the overall redevelopment of the project area will:

1. Provide an attractive urban environment;

2. Blend harmoniously with the adjoining areas;

3. Provide for the optimum amount of open space in relation to the buildings;

4. Provide unobtrusive parking areas, appropriately screened and landscaped to blend harmoniously with the area;

5. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from topographical conditions and views;

6. Provide for the maximum separation and protection of pedestrian access routes from vehicular traffic arteries;

7. Be undertaken in such a manner that available off-street parking will be maintained to the maximum degree. Special emphasis will be placed on phases of construction of all new development projects to support the parking program.

K. Specific Design Objectives and Control

1. Building Design Objectives

a. All new buildings shall be of design and materials which will be in harmony with adjoining areas and other new development and shall be subject to design review and approval of the Agency.

b. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.

c. Buildings within the renewal area should be designed and placed to act as significant landmarks in the project area and the City.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

   a. All open spaces, pedestrian walks and interior drives shall be designed as an integral part of the overall site design, properly related to existing and proposed buildings.

   b. Attractively landscaped open spaces shall be provided, which will offer maximum useability to occupants of the building for which they are developed.

   c. Landscaped, paved, and comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.

   d. The location and design of pedestrian walks should afford maximum safety and separation from vehicular traffic, and should recognize desirable views of new and existing development in the area and surrounding community.

   e. Materials and design of paving, retaining walls, fences, curbs, benches, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

   a. Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of overall site design.

   b. It is desirable that parking areas be level or on terraces as determined by the slope of the land.

4. Landscape Design Objectives

   a. A coordinated landscaped design over the entire project area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.

   b. Primary landscape treatment shall consist of non-deciduous shrubs, ground cover, and street

trees as appropriate to the character of the project area.

5. Project Improvement Design Objectives

a. Public rights-of-way. All streets, sidewalks, and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.

b. Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary.

c. Rough grading. Existing structures, retaining walls, underbrush, pavement, curb and gutters will be removed and the entire site graded in conformance with the final project design determined by the Agency.

L. Methods for Financing the Project

1. General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the City, State of Utah, the Federal government, property tax increments, interest income, Agency bonds, or any other available source.

Advances and loans for survey and planning and for the operating capital for adminstration of this Project have been and are to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and to permit borrowing adequate working capital form sources other than the City. The City, as it is able, will also supply additional assistance through City loans and grants for various public facilities.

The Agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the Project.

The Agency is authorized to obtain advances, borrow funds and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

It is the intent of this Plan that the Agency will usually purchase property only when the Agency has an agreement assuring that the property will be disposed of to a public or private developer or participant. Thus this Redevelopment Project will proceed and be carried out only if and when financing becomes available, based upon the willingness of public and private entities to invest and develop in the Project Area.

The financing of the Project Area also can occur through advances from private developers and from purchase prices and rental payments paid by developers and participants.

2. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, County of Utah, City of Orem, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

a. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocation taxes levied by or for any taxing agency or agencies which did not include the territory of the Project Area on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the county last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project Area on said effective date); and

b. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on bonds, loans, moneys advanced to, or indebted-

ness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed value of the taxable property in the Project Area exceeds the total assessed value of the taxable property in the Project Area as shown by the last equalized assessment roll referred to in subsection (a) above, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subsection (b) above are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

Taxes shall be allocated and paid to the Agency consistent with the provisions of the Plan only to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Redevelopment Project.

It is the intention of the Agency to limit the use of tax increment financing. Increment financing shall be used primarily for the installation of public utilities, streets, accesses, curbs, gutters, sidewalks, drains or other public improvements, facilities or utilities, as may be required to facilitate development. Increment financing shall also be used for general beautification projects within the project area including, but not limited to, street and property landscaping.

In limited circumstances where, in the opinion of the Agency, a particular project has the potential of

providing an unusually positive impact within the project area and/or the City as a whole, and where the use of tax increment financing assistance may allow the development to occur where it might not otherwise occur, the Agency may choose to use tax increment financing to carry out any lawful purpose as necessary to effect such development.

3. Other Loans and Grants

Any other loans, grants guarantees or financial assistance from the United States or any other public or private source will be utilized if available as appropriate in carrying out the Project.

M. Adminstration and Enforcement of the Plan

The Adminstration and enforcement of this Plan including the preparation and execution of any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

N. Procedure for Amendment

This Plan may be amended by means of the procedure established in Section 11-19-23 of the Utah Neighborhood Development Act or by any other procedure established by law.

O. Conflict

This Plan shall not nullify the more restrictive provisions of covenants, agreements deed restrictions, or other ordinances or laws of the City, but shall prevail notwithstanding over such provisions which are less restrictive.

EXHIBIT "A"

PROJECT AREA

#85-03-A

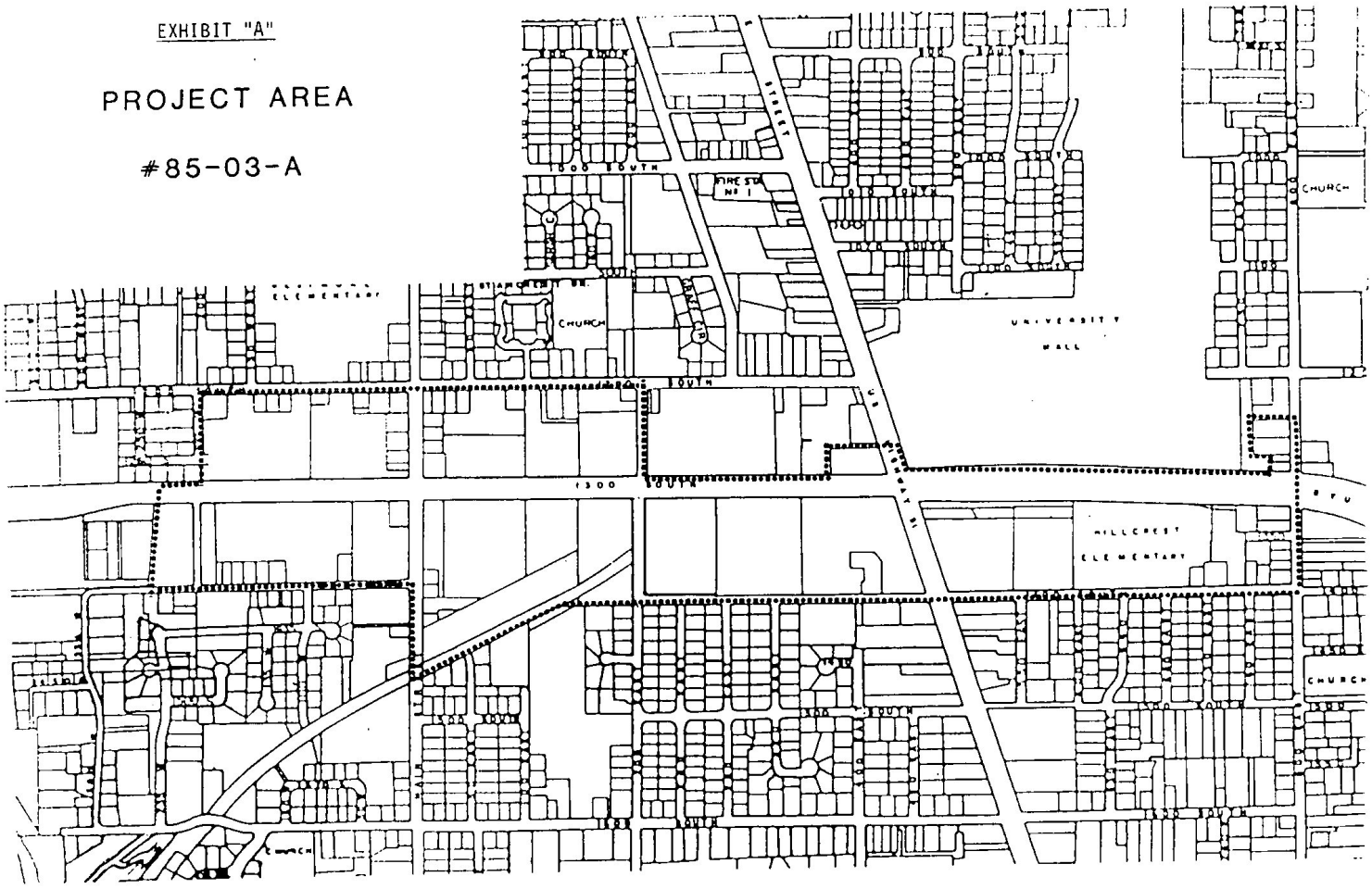
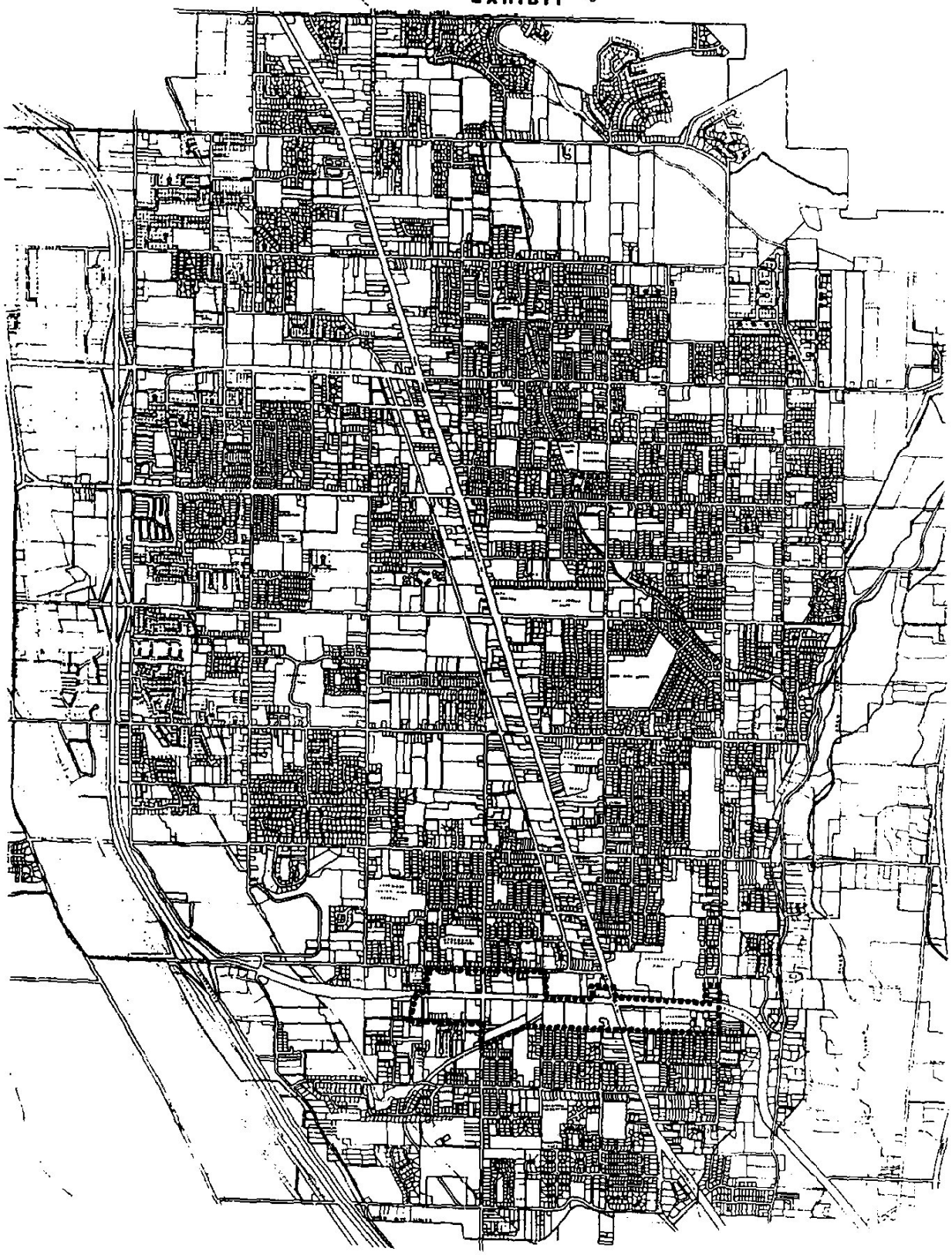


EXHIBIT "B"



CITY OF OREM, UTAH

REDEVELOPMENT

PROJECT AREA

#85-03-A

RDA Agreement No. _____

REAL PROPERTY SALE AND FINANCING AGREEMENT

This Agreement is executed, by and between the Redevelopment Agency for the City of Orem, Utah, a community development and renewal agency and political subdivision of the State of Utah, with its principal office located at 56 North State Street, Orem, Utah 84057, (the "Agency") and Garff Properties-Orem, LLC, a Utah limited liability company with its principal offices located at 111 East Broadway, #900, Salt Lake City, Utah 84111 ("GPO") (the Agency and GPO shall be referred to collectively as the "Parties").

RECITALS

WHEREAS, the Orem City Council created the Agency in 1984 to help facilitate and promote economic development and redevelopment in the City of Orem; and

WHEREAS, although laws governing the Agency have changed over time, the Agency continues to function and operate under the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "Act"); and

WHEREAS, the Agency is authorized and empowered under the Act to undertake various community development activities pursuant to the Act, including, among other things, assisting the City in redevelopment activities; and

WHEREAS, the Agency created Project Area No. 85-03-A (the "Project Area") through the adoption of the Redevelopment Plan for Redevelopment Project Plan No. 85-03-A on December 3, 1985 (the "Project Area Plan"); and

WHEREAS, the Agency is in the process of exchanging land the Agency owns which is located at 171 West University Parkway, Orem, Utah for a parcel of property Golden Corral owns located at approximately 225 West University Parkway, Orem, Utah directly adjacent to the Ken Garff Nissan Dealership property which is located at 285 West University Parkway, Orem, Utah (the "Nissan Dealership"). A map of these properties is attached hereto as Exhibit A and incorporated into this Agreement by reference. It is anticipated that this property exchange will be completed no later than May 31, 2019; and

WHEREAS, after completion of the property exchange, Agency shall own the real property described in the property exchange agreement as the Golden Corral Property. *See* Exhibit A reference parcel no. 36:636:0006 (herein after referred to as the "Golden Corral Property"); and

WHEREAS, on or before June 1, 2020 the City will convey a portion of the Golden Corral Property back to Golden Corral (described below and hereinafter referred to as the "Remainder Property"). After this conveyance, the Agency will own the Remainder Property set forth in Exhibit C; and

WHEREAS, the Agency currently owns 0.19 acres (8,297 sq. ft.) of real property located at 246 West 1400 South, Orem, Utah hereinafter referred to as the "Nielsen Property"; and

WHEREAS, GPO is in need of additional room to expand its Nissan Dealership operations; and

WHEREAS, GPO wants to purchase the Remainder Property and the Nielsen Property to expand its Nissan Dealership operations (the combined properties will be referred to as the "New Garff Properties"); and

WHEREAS, the Project Area Plan instructs the Agency to offer real property within the Project Area that it owns to persons or entities engaged in business in the Project Area to the greatest extent feasible; and

WHEREAS, the Agency finds that the real property transaction set forth in this Agreement serves the purpose of enhancing economic development within the Project Area; and

WHEREAS, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience in community development in the State of Utah, to provide a report regarding the need and justification for completing and financing this real property transaction. A copy of the report is attached hereto as Exhibit B and incorporated by reference.

COVENANTS

NOW THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agency and GPO mutually agree as follows:

1. **Purpose of Agreement**. This Agreement outlines the parties' respective rights and obligations regarding (1) GPO's purchase of the New Garff Property (as defined in Section 3 of this Agreement), and (2) the Agency's financing of the sale of the New Garff Property to GPO. There are several steps that must be completed and several contingencies that must be resolved before the New Garff Property can be sold as set forth in this Agreement. This Agreement sets forth the steps that must be taken and the contingencies that must be resolved related to the sale of the New Garff Property.

2. Findings.

2.1. The Agency finds that this Agreement provides for development activities within the community, including the encouragement, promotion, or provision of development.

2.2. The Agency is authorized to enter into such transactions pursuant to the Act.

2.3. The Agency finds that this Agreement fulfills the primary objectives of the Project Area Plan by revitalizing and redeveloping the Project Area.

2.4. The Agency finds that the development of the Project Area as set forth in this Agreement is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable State laws and requirements under which the Project Area has been established.

2.5. The Agency finds that the sale of the land to GPO and the financing provided to GPO in this Agreement is necessary and appropriate to accomplish the goals and objectives of the Project Area Plan.

2.6. The Agency finds that the extent of the development proposed in this Agreement would not likely occur without assistance from the Agency and that the proposed development has a better chance of completion and success with assistance from the Agency.

2.7. The Agency finds that the projected revenues and benefits from GPO's development of the Project Area may not exceed the amount of financial assistance provided to GPO pursuant to this Agreement However there are a number of intangible benefits that are unquantifiable at this time but that nevertheless, benefit the Agency, the City and its residents.

2.8. After considering the report Lewis Young prepared, attached hereto as Exhibit B, the Agency finds that the land sale contemplated herein will enhance safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the residents of the City and , will accomplish the reasonable goals and objectives of economic development as outlined in the Project Area Plan. The report does indicate that the land exchange with Golden Corral and sale of property to GPO will result in a net loss to the Agency over a 20-year period. However, there are valuable benefits to the Agency and the City that may not be entirely quantified at this time. Those benefits include the following: (a) the property exchange requires GPO (a significant sales tax generator) to remain in the City for at least fifteen (15) years; (b) the expansion of the dealership will allow GPO to expand its operations thereby protecting, preserving and potentially expanding the City's sales tax base; (c) it is anticipated that the new Golden Corral Restaurant expansion will result in twenty-five (25) new jobs to be located within the City; and (d) after completion of the new Golden Corral Restaurant, Golden Corral is anticipating a fifteen (15%) increase in revenues. Additional workers in the City and increased sales tax revenue benefits the City as a whole. Although it is difficult to precisely quantify, the property exchange and the land sale to GPO does achieve specific economic development outcomes and fulfills the objectives of the Project Area Plan.

3. **Real Property**. This Agreement governs the sale of the following parcels of real property:

3.1. **Remainder Property**. After the land exchange outlined in Section 3.3 of this Agreement is completed, the Agency will own 1.082 acres (47,135 sq. ft.) of real property located directly east of and adjacent to the Nissan Dealership. A map of the

Remainder Property is attached hereto as Exhibit C and incorporated hereby by reference. The legal description of the Remainder Property is set forth on Exhibit D and is incorporated herein by reference.

3.2. **Nielsen Property**. The Agency owns 0.19 acres (8,297 sq. ft.) of real property located at 246 West 1400 South, Orem, Utah. A map showing the location of the Nielsen Property is attached hereto as Exhibit E and incorporated hereby by reference. The legal description of the Nielsen Property is set forth on Exhibit F and is incorporated herein by reference. Collectively, the Remainder Property and the Nielsen Property are known as the "New Garff Property".

3.3. **Land Exchange With Golden Corral**. Golden Corral owns of 2.042 acres of real property more or less located at 225 West University Parkway, Orem, Utah referred to in the recitals as the Golden Corral Property. The Agency and Golden Corral are entering into an agreement whereby the Agency will exchange property it owns located at 171 West University Parkway, Orem, Utah (the "RDA Property") for the Golden Corral Property. After the land exchange is complete and certain development milestones have been reached, the Agency will convey a portion of the Golden Corral Property to Golden Corral and the Agency will own the Remainder Property. It is anticipated that this conveyance will be completed no later than June 1, 2020.

4. **Sale of the New Garff Property to GPO**. Subject to satisfactory completion of the Pre-Closing contingencies listed in Section 4.2, the Agency agrees to sell and GPO agrees to purchase the Remainder Property and Nielsen Property according to the terms and conditions set forth herein. The combination of these two properties consists of 1.273 acres (56,459 sq. ft.) and constitutes the New Garff Property. A map of the New Garff Property and its legal description are attached hereto as Exhibit G and incorporated herein by reference.

4.1. **Title to Properties and Closing**.

4.1.1. **Commitment for Title Insurance**.

4.1.1.1. **New Garff Property**. The Agency shall, at its own expense, deliver to the GPO a Commitment for Title Insurance for the New Garff Property issued by Cottonwood Title Insurance Agency, Inc. ("Cottonwood Title"). Agency shall deliver the Commitment for Title Insurance at least fifteen (15) days before Closing.

4.1.1.2. **Permitted Encumbrances**. Agency agrees to convey the New Garff Property to GPO subject to the Permitted Encumbrances as set forth below.

4.1.1.2.1. **Existing Easements.**

4.1.1.2.1.1. **Public Utility Easements.** GPO agrees to approve existing public utility easements on the New Garff Property as Permitted Encumbrances. Nothing herein shall be interpreted to restrict GPO's ability to relocate existing public utilities on the New Garff Property at its own expense and/or to take steps to vacate existing public utility easements on the New Garff Property.

4.1.1.2.1.2. **Access Easements.** The New Garff Property contains existing cross access easements that benefit the New Golden Corral Property, the property Golden Corral will own after the land exchange is complete, and the properties to the east and the west. GPO agrees to maintain and/or recreate the cross access easements to ensure continued access is provided to Golden Corral and to the other properties to the east and to the west of those properties included in the land exchange described in Section 3.3. These access easements will be part of the redesign of the entrance to the properties from University Parkway which must include a teardrop design similar to that attached hereto as Exhibit L and which must be approved by UDOT.

4.1.1.2.2. **New Easements/Covenants/Restrictions**. The New Garff Property will be subject to all of the easements, covenants and restrictions included on the new subdivision plat.

4.1.1.2.2.1.1. **Line-of-Sight Easement.** GPO agrees to allow a line-of-sight easement to be placed on the New Garff Property that will prohibit GPO from constructing any structures that obscure or obstruct the view of the new Golden Corral restaurant to be constructed upon the property Golden Corral will own after the land exchange is complete except for the monument sign GPO will construct on the northeast corner of the New Garff Property. A description of the line-of-sight easement is attached hereto as Exhibit H and the monument sign location is indicated thereon. Exhibit H is incorporated into this Agreement by reference. Pursuant to the line-of-sight easement GPO may not construct any structures that are higher or wider than a Class 2 GVWR truck with the exception of up to three (3) vehicle display ramps so long as the height of the such ramps and the vehicles displayed do not exceed the height of the monument sign. This line-of-sight easement will remain in effect until Golden Corral no longer operates its new

restaurant on the New Golden Corral Property or until Golden Corral sells or conveys the property. The line-of-sight easement will be included on the new subdivision plat.

4.1.1.2.2.1.2. **Sign Easement**. GPO will construct a monument sign that complies with the City's sign ordinance on the New Garff Property. The location of the sign is indicated on Exhibit H. The sign easement will be included on the new subdivision plat.

4.1.1.2.2.2. The line-of-sight easement and the sign easement are contingent upon GPO purchasing the Remainder Property from the Agency.

4.1.1.2.3. **Trust Deed and Promissory Note**. GPO's purchase of the New Garff Property is subject to the Agency's security interest that will be evidenced by the Trust Deed and Promissory Note in substantially the form attached hereto as Exhibits I and J and which are incorporated herein by reference.

4.1.2. **Title Insurance.**

4.1.2.1. **New Garff Property**. At Closing, the Agency shall, at its expense, deliver to GPO a standard coverage owner's policy of title insurance issued by a Cottonwood Title with respect to the New Garff Property, insuring that GPO holds good and marketable fee simple title to the New Garff Property, subject only to the Permitted Encumbrances. The parties agree that the New Garff Property shall be valued at $1,199,577.00 for title insurance purposes.

4.1.3. **Commissions**. The Agency and GPO represent that neither of them has worked with a broker or agent relating to the conveyance of the properties addressed herein and that no commissions are owed for the transactions set forth in this Agreement. In the event that commissions are owned, the commissions shall be paid solely by the party contracting or working with the broker or agent owed the commission.

4.1.4. **Closing**. The Agency shall convey the New Garff Property to GPO, subject to the Trust Deed and Promissory Note, upon completion of all pre-closing contingencies outlined in Section 4.2 of this Agreement (the "Closing"). The Closing between the Agency and GPO shall meet the following requirements:

4.1.4.1. **Date**. Closing shall take place on or before July 30, 2020. Closing may take place at a later date if mutually agreed to by the parties in writing or if the land exchange described in Section 3.3 has been delayed.

4.1.4.2. **Location**. Closing shall take place at Cottonwood Title.

4.1.4.3. **Costs**. Except as otherwise specifically set forth herein, GPO shall pay all of the Closing costs (including document preparation and recording fees) associated with this conveyance.

4.1.4.4. **Property Taxes**. Property taxes for the New Garff Property shall be prorated as of the date of Closing. Any greenbelt rollback taxes owed on any property shall be paid by the seller of the property.

4.1.4.5. **Payment at Closing.** GPO has agreed to make a down payment of $500,000.00 for the purchase of the New Garff Property (the "Down Payment"). The Down Payment shall be paid to the Agency as follows:

(1) GPO shall make an initial non-refundable deposit of $100,000.00 (the "Initial Deposit") to the Agency as outlined in Section 4.2.2. of this Agreement.
(2) The remainder of the Down Payment ($400,000.00) will be paid as outlined in Section 4.2.2 of this Agreement.

4.1.4.6. **Liens and Encumbrances**. The Agency will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens, special assessments and warrants affecting the New Garff Property and shall eliminate all encumbrances related to the property other than the Permitted Encumbrances.

4.1.4.7. **Conveyance of Property**. The Agency shall convey the New Garff Property to GPO by Special Warranty Deed subject to the Trust Deed and Promissory Note in substantially the form attached hereto and any applicable Permitted Encumbrances. The conveyance of the New Garff Property to GPO cannot be completed until the land exchange between the Agency and Golden Corral is complete, the deed transferring the Remainder Property to the Agency is recorded and the current Golden Corral restaurant which is partially located on the New Garff Property is demolished. The parties expect those events to be complete on or about June 1, 2020.

4.1.5. **Environmental Audits.** The Agency has completed and provided to GPO a Phase 1 environmental assessment for the New Garff Property. The Phase 1 assessment found no evidence or recognized environmental conditions on or near the New Garff Property.

4.2. **Pre-Closing Contingencies**. The property sale set forth above is contingent on the satisfactory resolution of the following issues. If any of the issues is not satisfactorily resolved before Closing (or by an earlier date if an earlier date is specified in this Agreement), then either party may terminate this Agreement upon written notice to the other party. Upon any such termination, neither party shall have any further obligation to perform pursuant to this Agreement, and each party shall bear its own costs and expenses. Any of these events of termination may be waived by the Parties, in writing.

4.2.1. **Completion of the Land Sale and Exchange with Golden Corral**. The Agency must complete the sale and exchange of property with Golden Corral as outlined in Section 3.3 of this Agreement including recordation of an amended subdivision plat. If the Agency is unable to complete that transaction with Golden Corral, neither party to this Agreement shall have any further obligation to perform pursuant to this Agreement.

4.2.2. **Payment of the Initial Deposit**. Within five (5) days of the Agency entering into the land exchange agreement with Golden Corral, GPO shall deliver to the Agency the Initial Deposit for the purchase of the New Garff Property. The Agency shall deliver to GPO a copy of the signed land exchange agreement. No later than twenty (20) days after GPO receives a copy of the signed agreement, GPO will deliver the balance of the Down Payment ($400,000.00) to the Agency. The Down Payment will be held in escrow until the parties close on the Remainder Property. It is anticipated this date will be no later than July 30, 2020. Unless otherwise specifically provided for in this Agreement, the Agency will retain the Initial Deposit if GPO does not proceed to and complete the Closing. The balance of the Down Payment will be returned to GPO. If the land exchange with Golden Corral described in Section 3.3 is not completed, the City will return the entire both the Initial Down Payment and the balance of the Down Payment to GPO.

4.2.3. **Development.** GPO shall comply with all of the City's standard requirements for developing property within the applicable zone. GPO acknowledges that the Agency's role as a party to this Agreement is separate and distinct from the Orem Planning Commission's and the Orem City Council's roles in the development approval process. GPO shall comply with all City of Orem zoning, site plan, conditional use permit, building permit, fee payment and other development requirements. GPO recognizes and agrees that there is no commitment from the Orem Planning Commission or the Orem City Council to approve any specific development proposal for the Project, since each development proposal must stand on its own merits and be judged according to applicable laws.

4.2.4. **Demolition of the Existing Golden Corral Restaurant**. Upon completion of and Golden Corral's occupation of the new Golden Corral restaurant on the property

Golden Corral will own after the land exchange is completed, Golden Corral will, at its cost, demolish to site level and clean-up the current Golden Corral Restaurant that partially exists on the New Garff Property. Golden Corral will not demolish any existing site improvements including asphalt, concrete, or utilities. Golden Corral is contractually obligated to perform this demolition and the Retained Property will not be transferred to Golden Corral until the demolition is complete. It is anticipated that the demolition will be complete no later than June 1, 2020.

4.2.5. **Amended Subdivision Plat and Preliminary Approval**. The Agency will obtain preliminary City staff approval of the amendment to Corral West Amended Plat A to include the Nielsen Property that complies with applicable City ordinances and that reflects the property sale as set forth in this Agreement before Closing.

4.2.6. **Site Plan Submittal and Preliminary Approval.** GPO must submit to the City and seek preliminary staff approval of a site plan for the New Garff Property that complies with applicable City ordinances and this Agreement. The Agency represents that the Nielsen Property is zoned to permit commercial, automotive use. Preliminary staff approval of the proposed site plan must be obtained from the City prior to Closing.

4.2.7. **Clear Title**. GPO must receive a satisfactory title commitment for the New Garff Property (showing only Permitted Encumbrances agreed to by the GPO).

4.3. **Post-Closing Obligations**.

4.3.1. **Sale Terms and Financing.** GPO agrees to pay to the Agency $1,199,577.00 for the purchase of the New Garff Property (the "Purchase Price"). The Purchase Price was established after an appraisal of the New Garff Property was conducted.

4.3.1.1. **Down Payment and Financing of Remainder**. GPO shall pay to the Agency the $500,000.00 Down Payment as set forth in Section 4.1.4.5. of this Agreement. The Down Payment is exclusive of title insurance costs, property taxes and any associated closing costs. The balance of the Purchase Price $699,577.00 (the "Balance") shall be paid to the Agency over a fifteen-year period according to the terms set forth herein and according to the Trust Deed and Promissory Note in substantially the same form attached hereto as Exhibits I and J respectively.

4.3.1.2. **Trust Deed and Promissory Note**. The Agency's extension of financing to GPO is evidenced by the Trust Deed and Promissory Note in substantially the form attached hereto. Agency shall take a security interest in the New Garff Property as set forth in the Trust Deed and Promissory Note.

4.3.2. **Payments.** GPO shall pay to the Agency monthly installments of **$1,100.00**

payable on the fifteenth (15th) day of the month for a period of 15 years or 180 months with a balloon payment of **$599,216.32** due in the 181st month (the "Repayment Term"). Monthly payments shall begin the month after Closing. The interest rate will be 1% per annum. Payments shall be made to the Redevelopment Agency of the City of Orem, Utah, Attn: Economic Development Manager, 56 North State Street, Orem, Utah 84057.

4.3.3. **Ownership Expenses and Maintenance**. GPO shall be responsible for paying all taxes, insurances, state, county, and local fees associated with owning the New Garff Property.

4.3.4. **Late Payment and Prepayment**. Any payment not made within ten (10) days after it is due is subject to a late charge of 5% of the installment due. Amounts in default shall bear interest at a rate of 9% per annum. Prepayment of all or a portion of the Balance is permitted and carries no penalties.

4.3.5. **Due-on-Sale**. Should GPO seek to sell the New Garff Property before the Balance has been repaid in full, then all outstanding amounts owed to Agency shall be accelerated and paid in full.

4.3.6. **Possession**. After completion of the demolition outlined in Section 4.2.5. of this Agreement and Closing, GPO shall be allowed to occupy the New Garff Property. GPO agrees that the New Garff Property will be used to support new vehicle sales operations for no less than fifteen (15) years from the date GPO possesses the New Garff Property. Failure to utilize the New Garff Property to support new vehicle sales operations at any time during this fifteen (15) year period shall be considered a default under Section 5 of this Agreement.

4.4. **Improvements to the New Garff Property – Restrictive Covenants**. GPO acknowledges and agrees that it is purchasing the New Garff Property subject to the Project Area Plan and all obligations and requirements set forth in the Project Area Plan are applicable to GPO. Any improvement to the New Garff Property must be in accordance with the Project Area Plan (a copy of which is attached hereto as Exhibit K and incorporated herein by reference) which the Agency acknowledges permits commercial, automotive use on the New Garff Property. Additionally, all site improvements shall be for the purpose of storing vehicle inventory and are anticipated to include parking areas, landscaping, storm drain facilities and a concrete wall on the southern portion of the New Garff Property.

4.4.1. Except as set forth in Sections 4.4.2 and 4.2.5. of this Agreement, GPO shall be responsible for all costs associated with any site improvements on the New Garff Property including but not limited to removal of any existing site improvements, civil engineering plans, architectural drawings, site plan approval, City fees associated with approval, maintaining and implementing the cross access easements, and any costs to construct any other site improvements on the New Garff Property.

4.4.2. The Agency and Golden Corral shall construct a new teardrop entrance that will serve as an access point for the New Garff Property and property Golden Corral will own after the land exchange is completed. A concept plan for the new teardrop entrance is attached hereto as Exhibit L and incorporated herein by reference. GPO agrees to work with the Agency to allow such construction to proceed as planned.

4.4.3. GPO is obligated to use good faith efforts to coordinate with Golden Corral regarding the design and construction of the teardrop entrance improvements that will benefit both the New Garff Property and the property Golden Corral will own after the completion of the land exchange.

4.4.4. GPO agrees to install along the south boundary of the New Garff Property a concrete panel fence that matches the fence currently installed behind the Nissan Dealership. GPO is obligated to use good faith efforts to coordinate with Golden Corral regarding the design and construction of the fence along south boundary of the RDA Property and the south boundary of the New Garff Property so that there is continuity between Golden Corral's fence and GPO's fence.

4.5. **Obtain Final Approval of Subdivision Plat.** The Agency shall be responsible for obtaining final approval of the new subdivision plat and all costs associated therewith. GPO agrees to work in good faith with and assist the Agency as needed to complete this process.

5. **Default**. GPO shall be in default of this Agreement if GPO fails to fulfill any obligation or term by which it is bound, including but not limited to (1) failure to make timely installment payments, (2) GPO's sale, transfer or assignment of the New Garff Property to another party without also selling, transferring or assigning to that party the property on which the Nissan Dealership is located, (3) the cessation of business operations at the Nissan Dealership located in the Project Area or the relocation of the Nissan Dealership outside of the Project Area at any time within the fifteen (15) years after Closing, (4) GPO's or a successor's failure to remain on the New Garff Property for fifteen (15) years after the Closing, or (5) GPO's or its successor's failure to use the New Garff Property in connection with the sale of new or used vehicles. Subject to any governing provisions of law to the contrary, if GPO fails to cure any financial obligation within ten (10) days (or any other obligation within twenty (20) days after written notice of such default is provided by the Agency to GPO) Agency may enforce any of its rights and remedies hereunder or under the Promissory Note or Trust Deed. In the alternative, Agency may elect to allow GPO to cure any default and the cost of such shall be added to GPO's financial obligations under this Agreement. GPO shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Agency by reason of GPO's defaults. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

6. **Notice**. Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Agency:
Redevelopment Agency of the City of Orem
Attn: Orem City Economic Development Manager
56 North State Street
Orem, UT 84057

GPO:
Garff Properties-Orem, LLC
Attn: General Counsel
111 East Broadway, #900
Salt Lake City, UT 84111

Such addresses may be changed from time to time by either party by providing notice as set forth above.

7. General Provisions.

7.1. **Lawful Agreement**. The Parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws and other legal requirements applicable to their operation.

7.2. **Utah Law**. This Agreement shall be interpreted pursuant to Utah law.

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

7.4. **Attorney's Fees**. If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

7.5. **Interpretation of Agreement**. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a party of the provisions hereof.

7.6. **No Presumption**. All Parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

7.7. **Amendments**. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

7.8. **Assignment**. This Agreement shall not be pledged or assigned without the prior written consent of the other party unless the Agency assigns this Agreement to the City. If the Agency does so, GPO consents to the assignment.

7.9. **Binding Agreement**. This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the Parties.

7.10. **Indemnification**. Each Party shall indemnify and hold the other Party and its' members, managers, officers, officials, employees, and volunteers harmless from and against all claims, damages, losses, and expenses (including attorney fees) arising out of or resulting from the indemnifying Party's breach of its duties, covenants, and agreements set forth in this Agreement. Neither Party shall not be liable for the other Party's gross negligence or intentional misconduct.

7.11. **Act of God or Force Majeure**. Any party's failure to adhere to any time deadlines set forth in this Agreement shall be excused if the failure to adhere to the time deadline was caused by an Act of God or *force majeure* that could not have been reasonably foreseen and provided against. For purposes of this Agreement, this includes any delay caused by the violation of nature without the interference of any human agency, or any delay caused by factors that are outside of the control of the parties that could not have been avoided by the exercise of due care, including but not limited to acts of war and terrorist attacks. In case of such delay, the time period for completion shall be extended to allow the affected party sufficient time to overcome those problems caused solely and directly by the Act of God or *force majeure*.

7.12. **Waiver.** The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

7.13. **No Merger**. This Agreement, and the rights and obligations set forth herein, shall survive the delivery of any deeds delivered pursuant to this Agreement and shall not be deemed to become merged in the deeds.

7.14. **Representations**. The Parties represent that each of them has lawfully entered into this Agreement having complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.

[Signatures to Follow]

THIS AGREEMENT IS SIGNED AND ENTERED INTO on the dates listed below.

REDEVELOPMENT AGENCY FOR THE
CITY OF OREM, UTAH

_____
Richard K. Brunst, Chair
Date:_____

ATTEST:

_____
JoD'Ann Bates, Records Keeper

GARFF PROPERTIES-OREM, LLC

_____
John K. Garff, Manager
Date:_____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

_____
NOTARY PUBLIC
(Seal)

My commission expires:_____

Residing at:_____

EXHIBIT "A"



Golden Corral Existing Property
(88,948 sq. ft. more or less)

Agency Existing Property
(73,253 sq. ft. more or less)

N

0 70 140

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
A	Properties Being Exchanged	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Existing Properties	

EXHIBIT "B"

MEMORANDUM

TO: THE REDEVELOPMENT AGENCY OF OREM CITY
FROM: LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
DATE: 4/25/2019
RE: GOLDEN CORRAL & KEN GARFF NISSAN REDEVELOPMENT INITIATIVE

The Redevelopment Agency of Orem City (the "Agency") commissioned Lewis Young Robertson & Burningham Inc. ("LYRB") to perform a cost-benefit analysis for a redevelopment initiative involving the Agency, Golden Corral, and the Ken Garff Nissan of Orem ("Nissan"). The redevelopment initiative being explored by the Agency involves a cash-free land exchange with Golden Corral and the sale of the newly acquired and recently acquired land to Nissan. The desired outcome of the initiative for Golden Corral would be to facilitate the rebuild of their restaurant to the lot immediately east of its current location. For Nissan, the initiative would provide additional space and flexibility for its stock of vehicles, additional visibility from University Parkway, and room to expand in the future. The Agency's goal would be to remove older structures and replace them with a new structure and to accommodate the needs of one of the car dealerships located within the city of Orem (the "City").

COSTS

The cash-free land exchange between the Agency and Golden Corral would cost the Agency money. This is due to an imbalance in the amount of land that Golden Corral would trade to the Agency versus the land it would receive, as illustrated in the table below.

Land	Parcel Size	Parcel Value
New Golden Corral Parcel*	1.68 Acres	$1,222,455
New Agency Parcel*	1.1 Acres	$985,419
Difference	**0.58 Acres**	**$237,036**

*Land area to be traded.

The difference in value between the new Golden Corral Parcel and the New Agency Parcel ($237,036) represents a cost to the Agency. The analysis added an additional $100,000 to this cost to cover the expenses associated with the demolition of Sakura and the old Golden Corral restaurant. The total cost to the Agency associated with the cash-free land exchange is, therefore, $337,036.

The analysis also accounted for the costs associated with acquiring the 1.3 acres of land it would sell to Nissan. This includes the cost of the residential unit (located immediately south of the current Golden Corral location) and its demolition ($229,675) and the cost of the Sakura restaurant ($1,466,867). The total expense associated with acquiring the land was $1,696,542. The analysis reduced this cost by the revenues generated by $336,512 to account for the lease revenue the Agency has received from Sakura and the revenue from the sale of a small portion of the parcel to facilitate Bus Rapid Transit.

The redevelopment initiative's total cost to the Agency is estimated to be $1,697,066.

BENEFITS

The analysis first considered immediate benefits associated with the redevelopment initiative. This includes the sale of land to Nissan. Per the most current version of the purchase agreement, Nissan would make a down payment of $500,000 and monthly payments of $1,024 for 15 years followed by a balloon payment of $599,216.

The redevelopment initiative would also provide a benefit to the City through a small amount of additional tax revenues from an increase in sales tax revenues. The impact on property tax revenues is believed to be neutral.

Sales Tax Revenues

The analysis assumed that Golden Corral's restaurant expansion would provide an additional 25 employees. The additional employees' spending within the City is estimated to produce an average annual increase in sales tax revenue of $1,648. The expansion is also believed in increase Golden Corral's revenues by 15 percent after buildout and an additional 3 percent every year thereafter. Applying these growth rates to the average Utah restaurant's revenues[1] (which is a conservative approach) yields an average annual increase in sales tax revenues to the City of $3,303.

Together, the sales revenue and the additional sales tax revenues will increase revenues to the City by $1,382,506 over 20 years.

The most impactful benefit to the City, however, is difficult to quantify. The benefit comes from providing Nissan with flexibility with its stock of cars and space for the dealership to expand in the future. These advantages to Nissan will help strengthen and secure the sales tax revenues from the Nissan dealership into the future.

[1] Data on the average restaurant's revenue came from the State of Local Restaurants report published by Womply: https://www.womply.com/state-of-local-restaurants/utah/

NET COST / BENEFIT

The analysis calculated the net cost/benefit to the Agency/City over 20 years. Nissan's payment for the land would span 15 years and an additional 5 years of analysis helps illustrate the benefit to the Agency and City over time and after Nissan's payment for the land is complete. Based on the quantifiable costs and benefits to the City/Agency, the redevelopment initiative would result in a total net loss to the City/Agency of $292,810 after 20 year.

Total Benefit over 20 Year	Less	Total Costs over 20 Years	Equals	Net Deficit
$1,382,506	**-**	**$1,697,066**	**=**	**$314,560**

In looking only at the quantifiable net benefit over 20 years, its clear that supporting the redevelopment initiative will not produce favorable results to the Agency and City.

There are, however, valuable benefits to the Agency and City that cannot be quantified at this time. The redevelopment initiative's greatest benefit to the Agency and City would be the stability and strength it would provide to the City's future sales tax base. By affording Nissan (and its associated dealerships) more flexibility and space for its stock of vehicles and room for expansion in the future, the City decreases the likelihood that the dealership(s) will relocate outside of the City in the future. As per the draft agreement with Nissan, the dealership is required to use the land for vehicle sales for the next 15 years.

Note that when an Agency is exploring participation options, it may support development initiatives that lack a clear net benefit in cases where the Agency is trying to achieve a specific economic development outcome. Additionally, agency participation is often required to ensure a project is financially feasible by participating in demolition and infrastructure costs.

Exhibit A: Cost-Benefit Analysis Calculation

10-8-2 Cost Benefit Analysis: Orem City

Golden Corral / Nissan

Assumptions:	
Base Year	2019
Trade Benefit to Golden Corral (From Orem)	$ 337,036
Agency Investent in Sakura Land and Nielson Home	$ 1,360,030
Total Agency Costs	**$ 1,697,066**
Property Value Added to Rolls	$ 1,199,577
Local Sales Tax	8.25%
% of Local Sales Tax Received	7.3%
Local Property Tax	0.001281
Avg. Employee Spending Annually	$ 9,046

Discount Rate:	2.8%
Inflation Rate:	2.5%

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
	Payment Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	**Total**	**NPV**
Sources of Revenue:																							
Down Payment		$ 500,000																				$500,000	$486,239
Annual Payment		$ 6,142	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 6,142	$ -	$ -	$ -	$ -	$184,260	$146,422
Balloon Payment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 599,216	$ -	$ -	$ -	$ -	$599,216	$383,412
Total Nissan Sale Revenue																							
Total		$ 506,142	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 12,284	$ 605,358	$ -	$ -	$ -	$ -	$ 1,283,476	$1,016,074
Property Tax	*2018 Rate*																						
Property Value Added to Tax Rolls		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Orem City	0.001281	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	$0
Total Increase In Orem Revenue From Land		**$ 506,142**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 12,284**	**$ 605,358**	**$ -**	**$ -**	**$ -**	**$ -**	**$1,283,476**	**$1,016,074**
Sales Tax	*2018 Rate*																						
Taxable Sales Increase		$ 118,782	$ 148,953	$ 181,117	$ 215,383	$ 251,867	$ 290,690	$ 331,978	$ 375,865	$ 422,493	$ 472,009	$ 524,568	$ 580,335	$ 639,481	$ 702,186	$ 768,642	$ 839,047	$ 913,612	$ 992,557	$ 1,076,115	$ 1,164,529	$11,010,209	$7,572,469
Orem Sales Tax Revenue	1.10%	$ 713	$ 894	$ 1,087	$ 1,292	$ 1,511	$ 1,744	$ 1,992	$ 2,255	$ 2,535	$ 2,832	$ 3,147	$ 3,482	$ 3,837	$ 4,213	$ 4,612	$ 5,034	$ 5,482	$ 5,955	$ 6,457	$ 6,987	$66,061	$45,435
Employee Multiplier																							
Additional Annual Employee Spending in Orem		$ 226,146	$ 230,669	$ 235,282	$ 239,988	$ 244,787	$ 249,683	$ 254,677	$ 259,770	$ 264,966	$ 270,265	$ 275,670	$ 281,184	$ 286,807	$ 292,544	$ 298,395	$ 304,362	$ 310,450	$ 316,659	$ 322,992	$ 329,452	$5,494,747	$4,076,955
Sales tax revenue from Employees		$ 1,357	$ 1,384	$ 1,412	$ 1,440	$ 1,469	$ 1,498	$ 1,528	$ 1,559	$ 1,590	$ 1,622	$ 1,654	$ 1,687	$ 1,721	$ 1,755	$ 1,790	$ 1,826	$ 1,863	$ 1,900	$ 1,938	$ 1,977	$32,968	$24,462
Orem's Total Increase:																							
Total Increase from taxes & Fees		$ 508,212	$ 14,562	$ 14,782	$ 15,016	$ 15,264	$ 15,526	$ 15,804	$ 16,098	$ 16,409	$ 16,738	$ 17,085	$ 17,453	$ 17,842	$ 18,252	$ 18,686	$ 612,219	$ 7,344	$ 7,855	$ 8,395	$ 8,964	$1,382,506	$1,085,971

	Payment Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	**Total**	**NPV**
Costs																							
Summary of Incentives																							
Total Agency Costs		$ 1,697,066	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,697,066	$1,650,361
Enhanced Costs of Services																							
All City Services:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Reduced Sales Tax Revenue From Vacated Businesses																							
All Three Businesses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
(Less) Relocating within City		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Cost to Orem																							
Total Cost of Assisting		$ 1,697,066	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,697,066	$1.650.361
Summary:																							
Difference		$ (1,188,854)	$ 14,562	$ 14,782	$ 15,016	$ 15,264	$ 15,526	$ 15,804	$ 16,098	$ 16,409	$ 16,738	$ 17,085	$ 17,453	$ 17,842	$ 18,252	$ 18,686	$ 612,219	$ 7,344	$ 7,855	$ 8,395	$ 8,964	$ (314,560)	($564,390)
Year		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**	**Year 16**	**Year 17**	**Year 18**	**Year 19**	**Year 20**		
Aggregate Difference		$ (1,188,854)	$ (1,174,292)	$ (1,159,510)	$ (1,144,494)	$ (1,129,230)	$ (1,113,704)	$ (1,097,900)	$ (1,081,802)	$ (1,065,393)	$ (1,048,656)	$ (1,031,570)	$ (1,014,117)	$ (996,275)	$ (978,023)	$ (959,337)	$ (347,118)	$ (339,774)	$ (331,918)	$ (323,524)	$ (314,560)		

EXHIBIT "C"



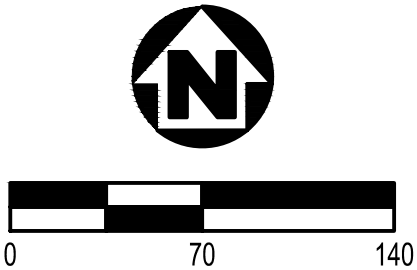


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
C	Remainder Property - Map	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Remainder Property	

EXHIBIT "D"

An entire tract of land, being a portion of Lot 1, Corral West Amended Plat "A" Subdivision, less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point, designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder, which point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet from the North Quarter Corner of said section 27; thence the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet, (2) S00°46'36"W 4.50 feet, (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) described in said Warranty Deed Entry No. 13001:2017; thence S89°13'24"E 24.36 feet, more or less, along said right of way; thence SOUTH 23.92 feet to a point of curvature; thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 33.98 feet; thence S00°00'09"W 15.50 feet to a point of curvature; thence southwesterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S45°00'09"W 2.83 feet; thence N89°59'51"W 16.00 feet; thence S00°00'09"W 202.00 feet; thence S89°59'51"E 21.53 feet to a point of curvature; thence southeasterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S44°59'51"E 2.83 feet; thence S00°00'09"W 19.00 feet; thence S89°59'51"E 25.19 feet; thence S00°00'09"W 105.95 feet, more or less, to a point on the southerly boundary of said Corral West Amended Plat "A" Subdivision, Entry No. 20192:1996, Map No. 6495-77, as recorded at the office of the Utah County Recorder; thence N89°58'18"W 61.26 feet, more or less, along the southerly boundary line of said Corral West Amended Plat "A" Subdivision to a southwesterly corner of said Corral West Amended Plat "A" Subdivision; thence the following four (4) courses which are along the westerly boundary of said Corral West Amended Plat "A" Subdivision to the point of beginning: (1) N06°18'42"E 100.60 feet, (2) N89°58'18"W 80.37 feet, (3) N04°05'45"E 261.56 feet, (4) N05°23'36"E 82.29 feet.

The above described entire tract of land contains 47,163 square feet or 1.083 acres in area, more or less.

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
D	Remainder Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Remainder Property	

EXHIBIT "E"



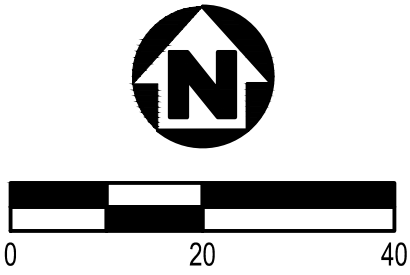


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
E	Nielsen Property - Map	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Nielsen Property	

EXHIBIT "F"

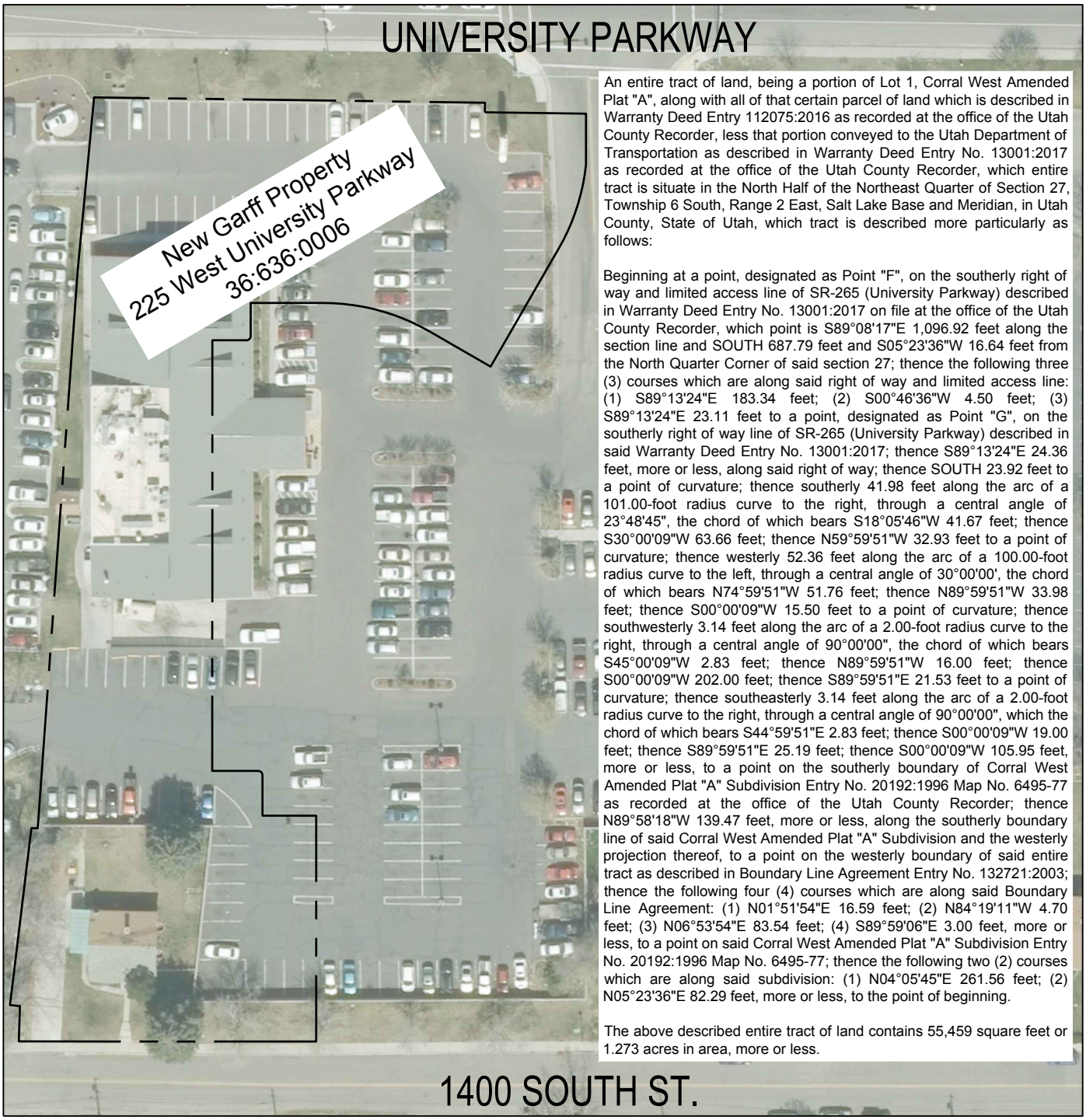
Commencing at a point located North 89°08'17" West along the section line 1532.57 feet and South 1046.43 feet from the Northeast Corner of Section 27, Township 6 South, Range 6 East, Salt Lake Base and Meridian; thence South 06°18'42" West 100.60 feet; thence North 89°58'18" West along the Northerly boundary of 1400 South Street 90.54 feet; thence North 06°18'42" East along a fence line 100.60 feet; thence South 89°58'18" East 90.54 feet to the point of beginning.

Less and Excepting that portion lying identified in that certain Boundary Line Agreement recorded on August 18, 2003 as Entry no. 132721:2003 described as:

Commencing at a point located South 89°08'17" East along the Section line 1068.93 feet and South 1047.60 feet from the North Quarter Corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°59'06" West 3.00 feet; thence South 06°53'54" West 83.54 feet; thence South 84°19'11" East 4.70 feet; thence South 01°51'54" West 16.78 feet to a point on the Northerly boundary of 1400 South Street, Orem Utah said point being located South 89°07'17" East along Section line 1060.03 feet and South 1147.9 feet from the North Quarter Corner of said Section 27.

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
F	Nielsen Property - Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Nielsen Property	

EXHIBIT "G"



An entire tract of land, being a portion of Lot 1, Corral West Amended Plat "A", along with all of that certain parcel of land which is described in Warranty Deed Entry 112075:2016 as recorded at the office of the Utah County Recorder, less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point, designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder, which point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet from the North Quarter Corner of said section 27; thence the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet; (2) S00°46'36"W 4.50 feet; (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) described in said Warranty Deed Entry No. 13001:2017; thence S89°13'24"E 24.36 feet, more or less, along said right of way; thence SOUTH 23.92 feet to a point of curvature; thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 33.98 feet; thence S00°00'09"W 15.50 feet to a point of curvature; thence southwesterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S45°00'09"W 2.83 feet; thence N89°59'51"W 16.00 feet; thence S00°00'09"W 202.00 feet; thence S89°59'51"E 21.53 feet to a point of curvature; thence southeasterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", which the chord of which bears S44°59'51"E 2.83 feet; thence S00°00'09"W 19.00 feet; thence S89°59'51"E 25.19 feet; thence S00°00'09"W 105.95 feet, more or less, to a point on the southerly boundary of Corral West Amended Plat "A" Subdivision Entry No. 20192:1996 Map No. 6495-77 as recorded at the office of the Utah County Recorder; thence N89°58'18"W 139.47 feet, more or less, along the southerly boundary line of said Corral West Amended Plat "A" Subdivision and the westerly projection thereof, to a point on the westerly boundary of said entire tract as described in Boundary Line Agreement Entry No. 132721:2003; thence the following four (4) courses which are along said Boundary Line Agreement: (1) N01°51'54"E 16.59 feet; (2) N84°19'11"W 4.70 feet; (3) N06°53'54"E 83.54 feet; (4) S89°59'06"E 3.00 feet, more or less, to a point on said Corral West Amended Plat "A" Subdivision Entry No. 20192:1996 Map No. 6495-77; thence the following two (2) courses which are along said subdivision: (1) N04°05'45"E 261.56 feet; (2) N05°23'36"E 82.29 feet, more or less, to the point of beginning.

The above described entire tract of land contains 55,459 square feet or 1.273 acres in area, more or less.

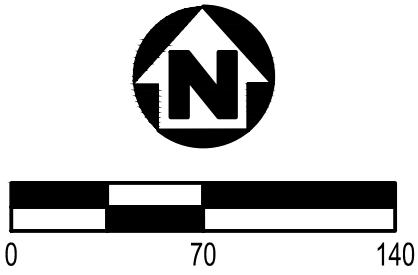
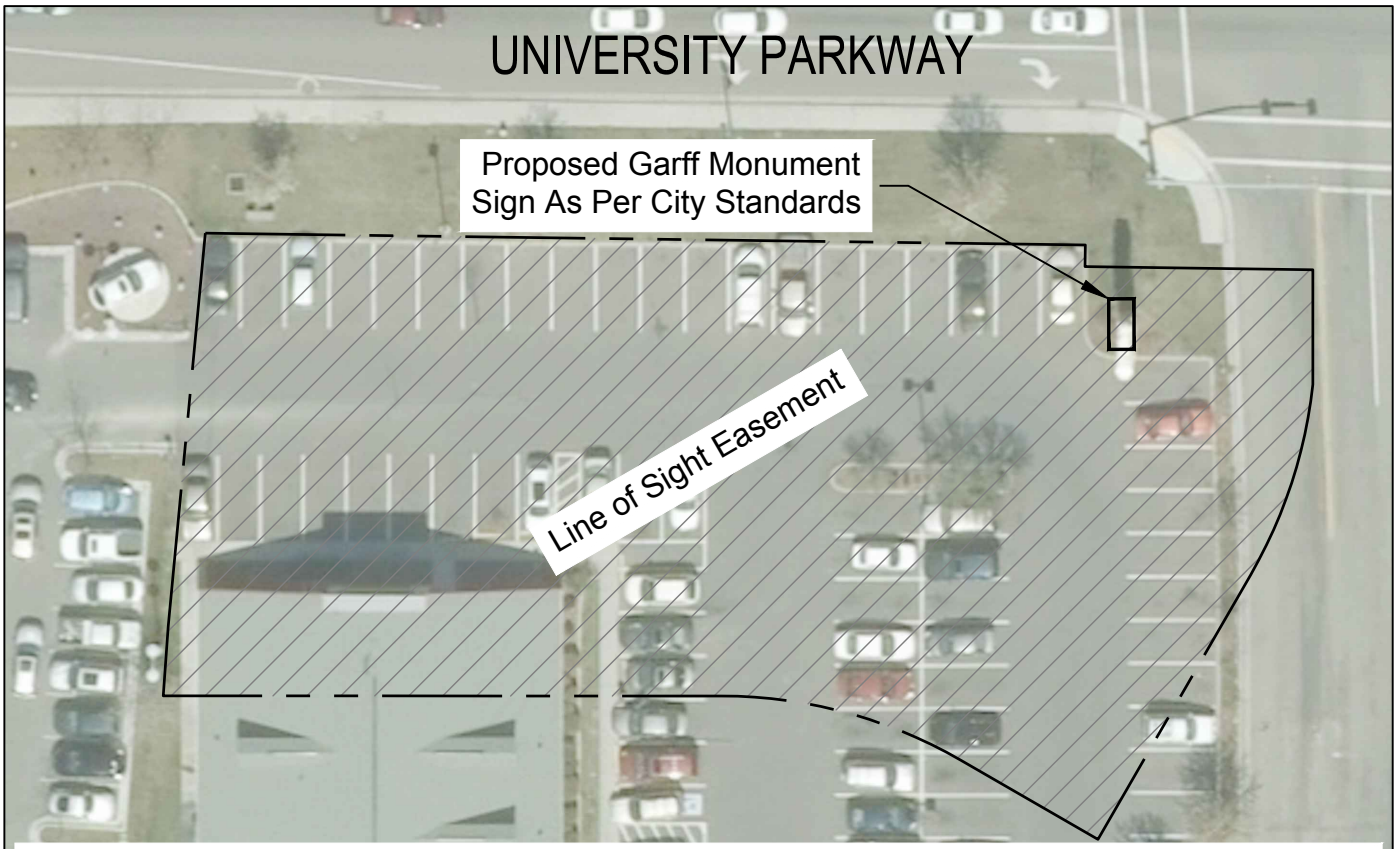


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
G	New Garff Property - Map and Legal Description	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	New Garff Property	

EXHIBIT "H"



A perpetual easement, being part of an entire tract of property situate in Lot 1, Corral West Amended Plat "A" Subdivision, less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point, designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder, which point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet from the North Quarter Corner of said section 27, and running thence the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet, (2) S00°46'36"W 4.50 feet, (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) described in said Warranty Deed Entry No. 13001:2017; thence S89°13'24"E 24.36 feet, more or less, along said right of way to the easterly line of said Lot 1; thence SOUTH 23.92 feet along said easterly lot line to a point of curvature; thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 116.21 feet to a westerly line of said Corral West Amended Plat "A" Subdivision; thence the following two (2) courses which are along the westerly boundary of said Corral West Amended Plat "A" Subdivision to the point of beginning: (1) N04°05'45"E 14.53 feet, (2) N05°23'36"E 82.29 feet, more or less.

The above described easement contains 22,494 square feet or 0.516 acres in area, more or less.

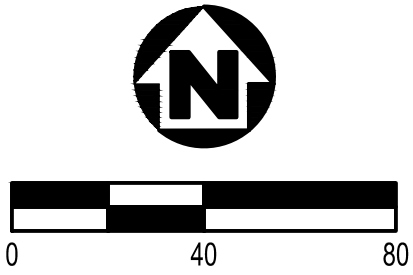


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
H	Line of Sight Easment and SIgn Location	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Line of Sight Easement and Sign Location	

EXHIBIT "I"

When Recorded Mail to:
Redevelopment Agency of the City of Orem
56 North State Street
Orem, Utah 84058

TRUST DEED

THIS TRUST DEED, made this ___ day of _____, 200 between, Garff Properties-Orem,LLC whose address is 111 East Broadway, #900, Salt Lake City, Utah 84111, as TRUSTOR, Cottonwood Title Insurance Agency, Inc. whose address is _____, as TRUSTEE, and the Redevelopment Agency of the City of Orem, whose address is 56 North State Street, Orem, Utah 84057, as BENEFICIARY,

WITNESSETH: That TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OR SALE, the following described property, situated in Utah County, State of Utah:

SEE ATTACHED EXHIBIT "A"

Together with all buildings, fixtures, and improvements thereon and all water rights, rights or way, easements, rents, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging now or hereafter used with said property, or any part thereof,

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a Real Property Sale and Financing Agreement and a Promissory Note both dated ____ day of _____ 2019, in the principal sum of Six Hundred Ninety Nine Thousand Five Hundred Seventy-Seven Dollars and No Cents ($699,577.00), made by TRUSTOR payable to the order of BENEFICIARY at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by BENEFICIARY to protect the security hereof.

TRUSTOR agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including TRUSTEE's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable TRUSTEE's fees for any of the services performed by TRUSTEE hereunder, including a reconveyance hereof.

The undersigned TRUSTOR requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

GARFF PROPERTIES-OREM, LLC

_____
John K. Garff, Manager

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2020, before me personally appeared John K. Garff to me personally known to be the Manager of Garff Properties-Orem, LLC, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

_____
NOTARY PUBLIC

(Seal)

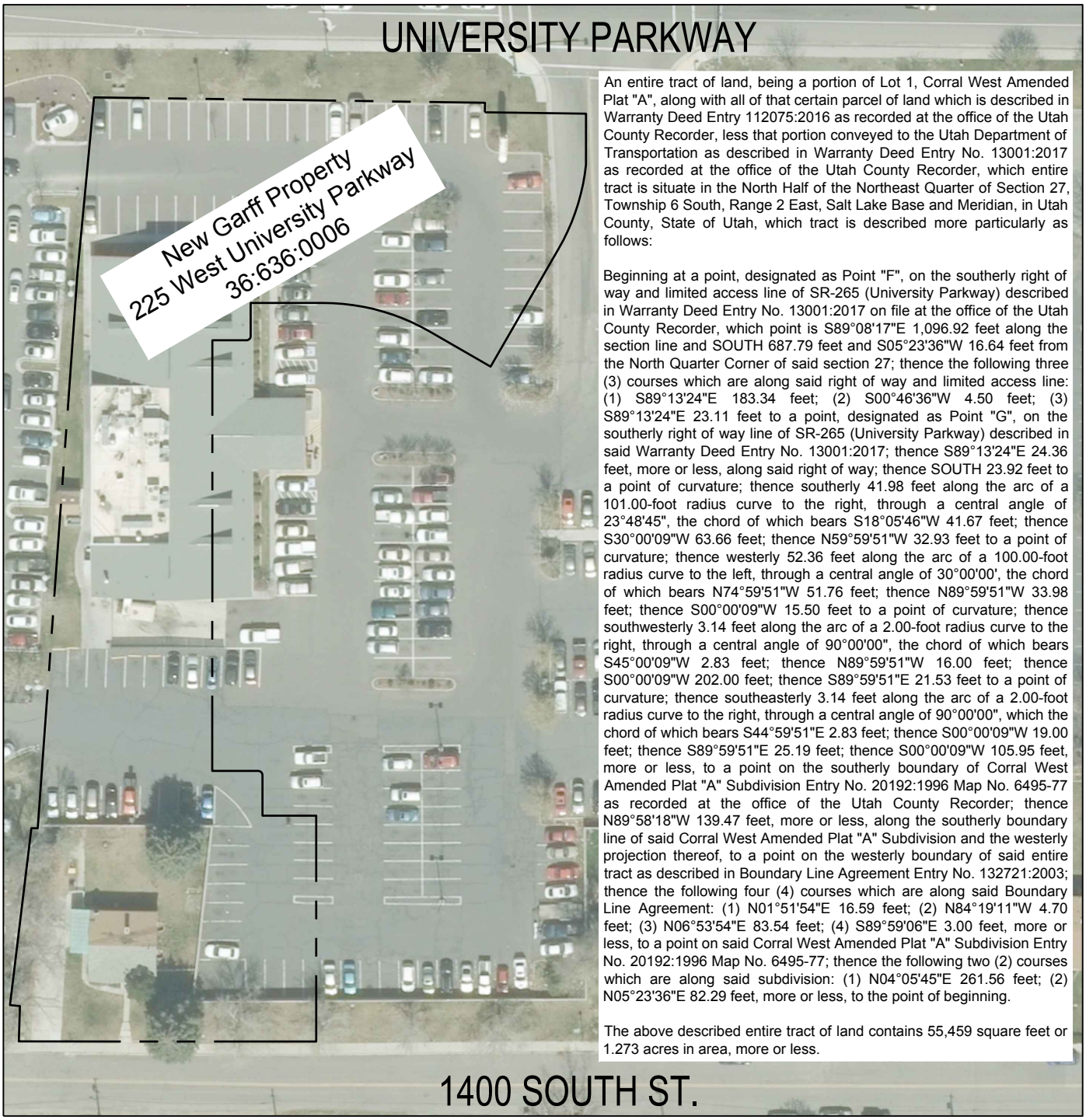
My commission expires:_____

Residing at:_____

Exhibit A

Property Description

EXHIBIT "A"



An entire tract of land, being a portion of Lot 1, Corral West Amended Plat "A", along with all of that certain parcel of land which is described in Warranty Deed Entry 112075:2016 as recorded at the office of the Utah County Recorder, less that portion conveyed to the Utah Department of Transportation as described in Warranty Deed Entry No. 13001:2017 as recorded at the office of the Utah County Recorder, which entire tract is situate in the North Half of the Northeast Quarter of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, State of Utah, which tract is described more particularly as follows:

Beginning at a point, designated as Point "F", on the southerly right of way and limited access line of SR-265 (University Parkway) described in Warranty Deed Entry No. 13001:2017 on file at the office of the Utah County Recorder, which point is S89°08'17"E 1,096.92 feet along the section line and SOUTH 687.79 feet and S05°23'36"W 16.64 feet from the North Quarter Corner of said section 27; thence the following three (3) courses which are along said right of way and limited access line: (1) S89°13'24"E 183.34 feet; (2) S00°46'36"W 4.50 feet; (3) S89°13'24"E 23.11 feet to a point, designated as Point "G", on the southerly right of way line of SR-265 (University Parkway) described in said Warranty Deed Entry No. 13001:2017; thence S89°13'24"E 24.36 feet, more or less, along said right of way; thence SOUTH 23.92 feet to a point of curvature; thence southerly 41.98 feet along the arc of a 101.00-foot radius curve to the right, through a central angle of 23°48'45", the chord of which bears S18°05'46"W 41.67 feet; thence S30°00'09"W 63.66 feet; thence N59°59'51"W 32.93 feet to a point of curvature; thence westerly 52.36 feet along the arc of a 100.00-foot radius curve to the left, through a central angle of 30°00'00', the chord of which bears N74°59'51"W 51.76 feet; thence N89°59'51"W 33.98 feet; thence S00°00'09"W 15.50 feet to a point of curvature; thence southwesterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears S45°00'09"W 2.83 feet; thence N89°59'51"W 16.00 feet; thence S00°00'09"W 202.00 feet; thence S89°59'51"E 21.53 feet to a point of curvature; thence southeasterly 3.14 feet along the arc of a 2.00-foot radius curve to the right, through a central angle of 90°00'00", which the chord of which bears S44°59'51"E 2.83 feet; thence S00°00'09"W 19.00 feet; thence S89°59'51"E 25.19 feet; thence S00°00'09"W 105.95 feet, more or less, to a point on the southerly boundary of Corral West Amended Plat "A" Subdivision Entry No. 20192:1996 Map No. 6495-77 as recorded at the office of the Utah County Recorder; thence N89°58'18"W 139.47 feet, more or less, along the southerly boundary line of said Corral West Amended Plat "A" Subdivision and the westerly projection thereof, to a point on the westerly boundary of said entire tract as described in Boundary Line Agreement Entry No. 132721:2003; thence the following four (4) courses which are along said Boundary Line Agreement: (1) N01°51'54"E 16.59 feet; (2) N84°19'11"W 4.70 feet; (3) N06°53'54"E 83.54 feet; (4) S89°59'06"E 3.00 feet, more or less, to a point on said Corral West Amended Plat "A" Subdivision Entry No. 20192:1996 Map No. 6495-77; thence the following two (2) courses which are along said subdivision: (1) N04°05'45"E 261.56 feet; (2) N05°23'36"E 82.29 feet, more or less, to the point of beginning.

The above described entire tract of land contains 55,459 square feet or 1.273 acres in area, more or less.

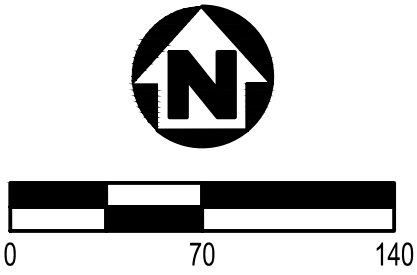


EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
A	Remainder Property - Map	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Remainder Property	

EXHIBIT "J"

PROMISSORY NOTE
(Secured)
RDA 85-03-A – Sale of Real Property to Nissan

Financed Amount: $699,577.00

Property: New Garff Property – Nissan Dealership Expansion

FOR VALUE RECEIVED the undersigned **Garff Properties-Orem, LLC,** a company duly organized and existing under Utah law, with its primary businesses located 111 East Broadway, #900, Salt Lake City, Utah 84111 (the "Borrower") promises to pay to the order of the **Redevelopment Agency for the City of Orem, Utah**, a community development and renewal agency and political subdivision of the State of Utah with its principal office located at 56 North State Street, Orem, Utah 84057 ("Lender" which term includes any successors or assigns), at the time, manner, and with interest at a rate hereinafter provided the amount advanced under this Note by the Lender to the Borrower pursuant to the Real Property Sale and Financing Agreement between the parties dated ____ (Financing Agreement), all payable as follows:

a. Principal. The principal amount due under this Note shall be Six Hundred Ninety Nine Thousand Five Hundred Seventy-Seven Dollars and No Cents ($699,577.00).

b. Term of the Financing. The term shall commence upon the closing of the real property sale and shall mature on _____ 2035.

c. Repayment. Repayment will be made in monthly installment payments of $1,100.00 each with the first payment due on _____ and each monthly payment due on the 15th of every month until the 181st month when a final payment of $599,216.32 will become immediately due and payable. If any of the following occur, the amounts due will be accelerated and all outstanding amounts will be due and payable: (A) Borrower sells, transfers, or assigns the New Garff Property to another party; (B) Borrower or its affiliate or successor ceases doing business as a Nissan Dealership in the Project Area; (C) Borrower relocates the Nissan Dealership outside of the Project Area; or (D) Borrower fails to comply with any other obligation outlined in the Financing Agreement or this Note. If acceleration is triggered, default interest will be calculated and charged for every year the financing has been in effect. For example, if acceleration and repayment is triggered in the 2022, interest will be charged at the rate listed below in section d. for years 2019, 2020, 2021, and 2022. Borrower is required to repay the amount financed within thirty (30) days of any default or acceleration unless otherwise agreed to by the Parties. Borrower may prepay the outstanding balance of the financed amount at any time without penalty.

d. Interest. This Note shall bear interest on the principal balance at a rate of one percent (1%) per annum. Upon default and at the sole discretion of the Lender, the interest rate of the Note may be increased to four percent (4%) per annum for the duration of the financing.

e. Security. The indebtedness evidenced by this Note is secured by a pledge of certain collateral, as set forth in the Financing Agreement. A copy of the Trust Deed evidencing this security is attached to this Note as Exhibit 1.

f. Financing Agreement. This Note is issued pursuant to and covered by the Financing Agreement.

g. Amendments. Except as otherwise provided herein, this Note may not be amended without the prior written consent of the Lender and the Borrower.

h. Default. A default under this Note shall occur if Borrower defaults under the terms, covenants, conditions, provisions, warranties, and agreement of the Financing Agreement or of this Note. Upon default, the unpaid balance of this Note shall become due and payable at once at the Lender's option. If the Lender fails to exercise this option, this failure shall not constitute a waiver of the right to exercise the option pertinent to a subsequent default. Upon default, Lender may also exercise any and all of its rights, powers, or remedies under the Financing Agreement or applicable law or equity.

i. Waiver of Presentment. Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. Borrower and any endorser or guarantor hereby waive presentment, demand for payment, notice of dishonor and any and all other notice of demands in connection with the delivery, acceptance, performance, enforcement or default of the Loan.

Borrower expressly agrees to the following additional terms in consideration of the financing extended to Borrower:

1. If suit is brought hereon or any attorney is employed or expenses incurred to compel payment of this Note, Lender shall be entitled to its reasonable costs, attorney's fees, disbursements, and expenses which Borrower hereby agrees to pay.

2. This Note shall be construed in accordance with and governed by the laws of the State of Utah.

3. This Note may not be assumed, assigned or transferred by Borrower without prior written consent of the Lender. The Lender may declare the entire unpaid principal due and payable at once if this Note is assumed, assigned or transferred without prior, written consent of the Lender. The Lender may assign its rights under this Note to the City of Orem without the prior consent of Borrower. The Lender shall notify the Borrower if it assigns this Note to the City of Orem.

4. This Note may not be changed or terminated orally.

DATED THIS ____ day of _____ 2019.

BORROWER:
Garff Properties-Orem, LLC

By: _____
John K. Garff, Manager

LENDER:
Redevelopment Agency of the City of Orem

By:_____
Richard F. Brunst, Chairman

Exhibit 1

Trust Deed

EXHIBIT "K"

RDA-R-85-0025-03A

(I)

RESOLUTION NO. RDA-85-028-03A

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF OREM ADOPTING THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT AREA NO. 85-Ø3-A AND RECOMMENDING ADOPTION OF THE PLAN BY THE OREM CITY COUNCIL

WHEREAS the Redevelopment Agency of the City of Orem, in consultation and cooperation with the Orem City Planning Commission has caused the proposed Redevelopment Plan for the Redevelopment Project #85-Ø3-A to be prepared; and

WHEREAS the Agency and staff have prepared a Report to accompany the Plan; and

WHEREAS the Planning Commission has prepared its Report and Recommendation concerning the proposed Plan; and

WHEREAS the Planning Commission has concurred in the findings of the Agency report and has recommended the adoption of the Plan; and

WHEREAS a duly noticed public hearing on the proposed Redevelopment Plan was held by the Agency on November 26, 1985; and

WHEREAS the Agency has considered all of these matters, including the discussion and comments heard at the public hearing, and now desires to adopt the Redevelopment Plan #85-Ø3-A and submit it to the Orem City Council for their consideration:

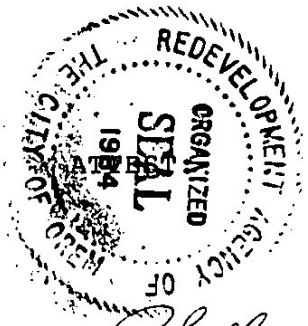
NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF OREM as follows:

1. The Redevelopment Plan for the Redevelopment Project #85-Ø3-A, a copy of which is attached hereto and incorporated herein by this reference, is hereby adopted.
2. The Agency hereby recommends that the Orem City Council adopt the Plan by ordinance.
3. This resolution shall become effective upon its passage.

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

PASSED AND APPROVED this 26th day of November, 1985.

REDEVELOPMENT AGENCY OF THE
CITY OF OREM, by
DeLance W. Squire, Chairman



Phillip C. Goodrich, Secretary

DIRECTORS VOTING "AYE"	DIRECTORS VOTING "NAY"
Harley M. Gillman	
Richard Jackson	
DeLance W. Squire	
Stella Welsh	
S. Blaine Willes	
Glen R. Zimmerman	

REDEVELOPMENT PROJECT AREA

NO. 85-03-A

NOVEMBER 1985

FINAL PLAN

Redevelopment Agency of the City of Orem
56 North State
Orem, Utah

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Introduction

A. Final Redevelopment Plan

The Final Redevelopment Plan ("Plan") for Redevelopment Project Area #85-03-A has been prepared in consultation with the Orem City Planning Commission by the Redevelopment Agency of the City of Orem ("Agency") pursuant to the Utah Neighborhood Development Act, as amended, Utah Code Annotated 11-19-1 et seq.; the Utah Constitution; the United States Constitution; and all applicable local laws and ordinances.

B. Boundaries of Plan

The boundaries of Redevelopment Project Area #85-03-A are illustrated on the maps attached hereto as Exhibits "A" and "B" and are incorporated herein by this reference. The legal description of the boundaries of the Project Area is as follows:

Commencing at the intersection of the 1300 South Street Center Line and the 800 East Street Center Line; thence South along the Center Line of 800 East Street 640 feet, more or less, to the South Right-of-Way Line of 1400 South Street; thence West along said Right-of-Way Line 4,400 feet, more or less, to the South Right--of-Way Line of Orem City Right-of-Way; thence Southwesterly along said Orem City Right-of-Way Line 1,020 feet, more or less, to the West Right-of-Way Line of Main Street; thence North along said Right-of-Way Line 580 feet, more or less, to the South Right-of-Way Line of 1400 South Street; thence West along said Right-of--Way Line 1,600 feet, more or less, to the West line of Parcel 2759-48 of Utah County Records, more particularly described as Parcel E-661-A; thence North 4° 53' East along the West line of said parcel 660 feet, more or less, to the North Right-of-Way Line of 1300 South Street; thence East 300 feet; thence North 150 feet to the East Right-of-Way Line of 200 West Street; thence North along said Right-of-Way Line 350 feet, more or less, to the South Right-of-Way Line of 1200 South Street; thence East along said Right-of-Way Line 2,700 feet, more or less, to the East Right-of-Way Line of 200 East Street; thence South along said Right-of-Way Line 520 feet, more or less to the North Right-of-Way Line of 1300 South Street; thence East along said Right-of-Way Line 1,100 feet; thence North 150 feet; thence East 440 Feet, more or less, to the East Right-of-Way Line of U.S. Highway 91, more commonly known as State Street; thence Southeasterly along said

Right-of-Way Line 135 feet, more or less, to the North Right-of-Way Line of 1300 South Street, more commonly known as the BYU Diagonal; thence Eastwardly along said Right-of-Way Line 2,150 feet;thence North 100 feet; thence West 100 feet; thence North 200 feet; thence East 250 feet, more or less, to the Center Line of 800 East Street; thence South along said Center Line 415 feet, more or less, to the Point of Beginning.

TOTAL AREA = 99.98 ACRES

C. Statement of Redevelopment Objectives

The Agency proposes to carry out the objectives of the Utah Neighborhood Development Act in this project area by some or all of the following actions:

1. Achievement of an environment along the 1300 South Corridor reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and redevelopers.

2. Elimination of environmental deficiencies, such as weeds overgrowth, drainage problems and accumulation of trash and debris.

3. Installation of streets, utilities and other public improvements.

4. Amelioration of economic deficiencies and dislocation resulting from undeveloped and underdeveloped property.

5. Providing assistance in the removal of any buildings or improvements as may be required to carry out this plan.

6. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan.

7. Participation by persons or entities engaged in business or holding interests in property within the Project Area through remaining in or re-entering the Project Area

8. Infilling or other adaptations of property to allow development.

9. Other actions, consistent with state and local laws, as may be approved by the Agency.

D. General Statement for Land Use and Circulation

Description of Land Uses

The following uses, together with accessory support services, customarily appurtenant thereto and as deemed necessary and acceptable by the Agency, shall be permitted in the project area:

a. Commercial

Space is provided by the redevelopment of this project area primarily for commercial uses. The intent of this land use is to encourage an orderly expansion of the overall tax base of the City and to control the specific types of commercial development which take place.

The first priority of the Agency will be to encourage the development of large-lot and medium-lot developments primarily supporting major retail commercial establishments and serving local and regional needs, which will provide significant tax revenue to the City.

The second priority of the Agency will be to encourage large-lot and medium-lot commercial developments which will significantly increase the overall tax base and number of jobs within the City and/or create an environment which will stimulate developments of the above-mentioned first priority.

b. Streets and Frontage Roads

Access to property in the area will be achieved by the construction of dedicated city streets and such entryways and frontage roads as required by current plans and agreements and as may be required by future plans and agreements.

c. Support Services

The uses included in this category are designed to be accessory to and customarily appurtenant to the uses provided in the district enumerated above. The support services may include, but will not be limited to, the following uses:

Parking Lots and structures
Public Utilities
Parks and Open Spaces
Transportation and Communication facilities

d. Other uses consistent with the City of Orem Master Plan.

Exclusions

The following uses are expressly excluded from being developed within the project area:

a. Convenience stores
b. Auto repair shops not associated with a new-car dealership
c. Restaurants not integrated into or associated with a larger development
d. Auto dealerships dealing primarily in used cars
e. Other small-lot developments or any development not consistent with the objectives of this plan as determined by the Agency

E. Planning Criteria

In order to provide developers a maximum flexibility in the development of property and to encourage and obtain the highest quality of development and design, specific development controls within the project area will be prepared. Such control may be in the form of an overlay zone inasmuch as such zone is consistent with the City of Orem Master Plan. Each development proposal may be considered as a planned unit development and subject to: appropriate elements of the City's Master Plan; the Planning and Zoning Code of the City; other applicable building codes and ordinances of the City; a review and recommendation by the City of Orem Planning Commission; Conditions, Covenants and Restrictions recorded in conjunction with the property and approval by the Agency.

Development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describe the extent of the proposed development, including land coverage, setbacks, heights and bulk proposed, off-street and loading to be provided, and any other data determined necessary or requested.

F. Development, Relocation, Property Acquisition, Disposition, and Relocation

The objectives of this redevelopment plan are to be accomplished by:

1. Development

To the maximum possible extent, the objectives of the plan are to be accomplished through Agency encouragement of and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this plan will be carried out and to prevent the recurrence of physical deterioration, all real property located within the project area that is sold, leased, or conveyed by or through any person or entity (including the Agency) within or without the project area, shall be made subject to the provisions of this plan by leases, deeds, contracts, agreements, declarations of restrictions, provision of the City ordinance, conditional use permits, or other means as determined by the Agency. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, and covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this plan. To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the project area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the project. During the period of development in the project area, the Agency shall insure that the provisions of this plan and of other documents formulated pursuant to this plan are being observed, and that development in the project area is proceeding in accordance with development documents and time schedules. Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this plan and all applicable federal, state, and local laws. For the purpose of this plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, religion, national origin, sex, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law.

2. Public Improvements, Public Facilities, and Public Utilities

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities (within or outside of the Project Area) as appropriate or necessary to carry out the Plan or of benefit to the Project. Such improvements, facilities, and utilities include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, parks, plazas, playgrounds, telephone systems, motor vehicle parking facilities, landscaped areas and civic buildings.

3. Preparation of Building Sites

The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area.

4. Cooperation with public bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by Law is not authorized to acquire real property owned by public bodies without the consent of

such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the project area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

5. Property Management

Property shall rightfully be under the management of the owners or their designee at all times. During such time that property, if any, in the project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

6. Demolition, Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

7. Acquisition of Real Property by the Agency

The Agency does not forsee any need to acquire real property within the project area and hereby declares its intention to allow private development to proceed as facilitated by this plan. If however it may become necessary to acquire personal property or to declare an intention to acquire personal property, it may do so by gift, devise, exchange, purchase, or any method allowable by law.

All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such property for speculative purposes before development and to ensure that development is carried out pursuant to this Plan. All purchasers or lessees of property shall be obligated to use the property for the purposes designated in the Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other condi-

tions which the Agency deems necessary to carry out the purposes of this Plan.

Pursuant to the provisions of this Plan and the Participation Rules adopted by the Agency, the Agency shall to the greatest extent feasible offer real property acquired by the Agency for disposition and development to persons or entities engaged in business or holding other interests in the property in the Project Area on a preference basis over other persons or entities.

G. Time Limitations

The following time limitations shall apply to the project:

1. A time limit of 7 years from the date of the approval of the plan after which the Agency shall not commence acquisition of property through eminent domain;

2. A time limit of 15 years from the date of the approval of the plan after which no bonds may be issued for the project; and

3. A time limit of 32 years from the date of the approval of the plan after which no tax increment from the project area may be allocated to or used by the Agency.

H. Participation Opportunities and Preferences

The Rules Governing Participation and Preferences by owners, operators of businesses, and tenants in Redevelopment Project Area #85-03-A shall govern participation opportunities and preferences to persons or entities holding interests in property within the Project Area.

The redevelopment plan provides for reasonable opportunities to participate in the redevelopment of property in the project area by the owners of property in the project area if the owners enter into a participation agreement with the Agency.

Each person or entity desiring to become a participant must be willing to enter into a binding participation agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with this

Plan and to be subject to the provisions hereof, as specified in the Participation Rules. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Plan applicable to their properties.

A Participation Agreement may provide for any of the following:

1. Owners retaining, maintaining, and if necessary rehabilitating, all or portions of their properties;

2. Owners acquiring adjacent or other properties in the project area;

3. Owners selling all or portions of their improvements to the Agency, retaining the land, and developing their properties;

4. Owners selling all or portions of their properties to the Agency and purchasing other properties in the project area;

5. Owners selling all or portions of their properties to the Agency and obtaining preferences to reenter the project area;

6. Tenants having opportunities to become owners of property in the project area, subject to the opportunities of the owners of property in the project area; and

7. Other methods as may be approved by the Agency.

The Redevelopment Agency may extend reasonable preferential opportunities to owners and tenants in the project area ahead of persons and entities from outside the project area, to be owners and tenants in the project area during and after the completion of redevelopment.

If conflicts develop between participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences between and among participants, in accordance with the Participation Rules. This may include but is not limited to determining a solution by consideration of such factors as length of time in the area; accommodation of as many participants as possible; ability to perform; and conformity with intent and purpose of this Plan.

In addition to opportunities for participation by persons and firms individually, participation to the extent it is feasible shall also be available for two or more persons, firms or institutions, to join together in partnerships, corporations, or other joint entities as indicated in the Participation Rules.

The Agency and the City desire as much participation as possible in the redevelopment of the Project Area by the owners and tenants in the Project Area. Participation opportunities shall necessarily be subject to and limited by such factors as the expansion of public facilities; elimination and changing of land uses; realignment of streets; the ability of owners to finance acquisition and development in accordance with the Plan; any reduction in the total number of individual parcels in the Project Area; and assembly and development of areas for public and/or private development in accordance with the Plan.

The provisions of this Plan are applicable to all public and private property in the Project Area whether or not a participant enters into a participation agreement with the Agency.

I. Relocation

The Agency does not anticipate the necessity for relocation of any resident or business within the Project Area. In the event that it becomes necessary, however, such relocation shall be governed by the Relocation Rules which accompany this Plan.

J. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. Construction

All construction shall comply with applicable State and local laws in effect from time to time, including without limitations Orem City Building, Electrical, Mechanical, Fire and Plumbing Codes, the Zoning and Subdivision Ordinances.

2. Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for the uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding and Project uses and development.

3. Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas which will be in the public rights-of-way, the public grounds, the space around public and private buildings, and all other outdoor areas not covered by buildings. It is the intent of this Plan that a high standard of landscaping be developed and maintained within the Project Area.

In all areas sufficient space shall be maintained between buildings to provide adequate light, air, and privacy.

4. Signs

All signs shall conform to and be approved in accordance with requirements of Chapter 26 of the Orem City Code, as it now exists or is hereafter amended. Design of all proposed signs shall be submitted prior to installation to the Agency and/or City for review and approval pursuant to the procedures of this Plan.

5. Utilities

The Agency shall require that all utilities be placed underground whenever physically, financially, and economically feasible.

6. Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors would be incompatible with the surrounding areas or structures, as determined by the Agency, shall be permitted in any part of the Project Area. Within the Project Area, except with the approval of the Agency, there shall be no extraction of oil, gas, or other mineral substances, nor any opening or penetration for the purpose connected therewith within 500 feet of the surface.

7. Nondiscrimination and Nonsegregation

There shall be no invidious discrimination or segregation based upon sex, race, color, creed, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. Nothing herein shall be construed to preclude religious or religiously affiliated institutions from engaging in activities which uniquely benefit adherence to the religion in question or foster or advance the religious mission of the institution.

8. Resubdivision of Parcels

No parcel in the Project Area, including any parcel retained pursuant to participation agreements, shall be subdivided or resubdivided without the approval of the Agency.

9. Variations

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions and controls established by the Plan. In order to permit such variation, the Agency must determine that:

a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardship inconsistent with the general

purpose and intent of the Plan.

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls.

c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area.

d. Permitting a variation will not be contrary to the objectives of the Plan or of the Orem Community Master Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of the Plan. Any variation permitted by the Agency hereunder shall not obviate the need to secure additional approvals in compliance with City codes and ordinances.

10. Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area after the date of adoption of this Plan unless the application for such permit has been processed in the manner herein provided.

Upon receipt of an application for a building permit within the Project Area, the Executive Director of the Agency shall be requested by the City Building Official to review the application to determine what effect, if any, the issuance thereof would have upon the Plan. Within twenty-five (25) days thereafter said Executive Director shall file with the City Building Official a written report setting forth his findings of fact. Said report shall include, but not be limited to, the following:

a. Whether the proposed improvements would be compatible with the standards and other requirements set forth in this Plan;

b. What modifications, if any, in the proposed

improvements would be necessary in order to meet the requirements of the Plan;

c. Whether the applicant has entered into a development participation agreement with the Agency for the development of said improvements and submitted development plans to the Agency.

After receipt of said report, or if no report is submitted by the Executive Director within said 25-day period, the City Building Official may issue the permit with or without conditions; provided, however, that the City Building Official shall withhold the issuance of the permit if the Executive Director finds in said report that the proposed improvement does not meet the requirements of the Plan. Within five (5) days after allowing or withholding issuance of the permit the City Building Official shall notify by certified mail the applicant and the Executive Director of his or her decision.

The applicant may appeal the findings of the Executive Director to the Agency by filing a written notice of appeal within ten (10) days of receipt of the City Building Official's notice. The Agency may at its option hear the appeal and affirm, reverse or modify the findings of the Executive Director.

11. Design for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development of both private and public areas within the Project Area.

No new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated except in accordance with this Plan and any criteria established in or pursuant to the Plan. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with the Plan.

The design of particular elements should be such that the overall redevelopment of the project area will:

1. Provide an attractive urban environment;

2. Blend harmoniously with the adjoining areas;

3. Provide for the optimum amount of open space in relation to the buildings;

4. Provide unobtrusive parking areas, appropriately screened and landscaped to blend harmoniously with the area;

5. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from topographical conditions and views;

6. Provide for the maximum separation and protection of pedestrian access routes from vehicular traffic arteries;

7. Be undertaken in such a manner that available off-street parking will be maintained to the maximum degree. Special emphasis will be placed on phases of construction of all new development projects to support the parking program.

K. Specific Design Objectives and Control

1. Building Design Objectives

a. All new buildings shall be of design and materials which will be in harmony with adjoining areas and other new development and shall be subject to design review and approval of the Agency.

b. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.

c. Buildings within the renewal area should be designed and placed to act as significant landmarks in the project area and the City.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

   a. All open spaces, pedestrian walks and interior drives shall be designed as an integral part of the overall site design, properly related to existing and proposed buildings.

   b. Attractively landscaped open spaces shall be provided, which will offer maximum useability to occupants of the building for which they are developed.

   c. Landscaped, paved, and comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.

   d. The location and design of pedestrian walks should afford maximum safety and separation from vehicular traffic, and should recognize desirable views of new and existing development in the area and surrounding community.

   e. Materials and design of paving, retaining walls, fences, curbs, benches, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

   a. Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of overall site design.

   b. It is desirable that parking areas be level or on terraces as determined by the slope of the land.

4. Landscape Design Objectives

   a. A coordinated landscaped design over the entire project area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.

   b. Primary landscape treatment shall consist of non-deciduous shrubs, ground cover, and street

trees as appropriate to the character of the project area.

5. Project Improvement Design Objectives

a. Public rights-of-way. All streets, sidewalks, and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.

b. Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary.

c. Rough grading. Existing structures, retaining walls, underbrush, pavement, curb and gutters will be removed and the entire site graded in conformance with the final project design determined by the Agency.

L. Methods for Financing the Project

1. General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the City, State of Utah, the Federal government, property tax increments, interest income, Agency bonds, or any other available source.

Advances and loans for survey and planning and for the operating capital for adminstration of this Project have been and are to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and to permit borrowing adequate working capital form sources other than the City. The City, as it is able, will also supply additional assistance through City loans and grants for various public facilities.

The Agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the Project.

The Agency is authorized to obtain advances, borrow funds and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

It is the intent of this Plan that the Agency will usually purchase property only when the Agency has an agreement assuring that the property will be disposed of to a public or private developer or participant. Thus this Redevelopment Project will proceed and be carried out only if and when financing becomes available, based upon the willingness of public and private entities to invest and develop in the Project Area.

The financing of the Project Area also can occur through advances from private developers and from purchase prices and rental payments paid by developers and participants.

2. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, County of Utah, City of Orem, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

a. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocation taxes levied by or for any taxing agency or agencies which did not include the territory of the Project Area on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the county last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project Area on said effective date); and

b. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on bonds, loans, moneys advanced to, or indebted-

ness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed value of the taxable property in the Project Area exceeds the total assessed value of the taxable property in the Project Area as shown by the last equalized assessment roll referred to in subsection (a) above, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subsection (b) above are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

Taxes shall be allocated and paid to the Agency consistent with the provisions of the Plan only to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Redevelopment Project.

It is the intention of the Agency to limit the use of tax increment financing. Increment financing shall be used primarily for the installation of public utilities, streets, accesses, curbs, gutters, sidewalks, drains or other public improvements, facilities or utilities, as may be required to facilitate development. Increment financing shall also be used for general beautification projects within the project area including, but not limited to, street and property landscaping.

In limited circumstances where, in the opinion of the Agency, a particular project has the potential of

providing an unusually positive impact within the project area and/or the City as a whole, and where the use of tax increment financing assistance may allow the development to occur where it might not otherwise occur, the Agency may choose to use tax increment financing to carry out any lawful purpose as necessary to effect such development.

3. Other Loans and Grants

Any other loans, grants guarantees or financial assistance from the United States or any other public or private source will be utilized if available as appropriate in carrying out the Project.

M. Adminstration and Enforcement of the Plan

The Adminstration and enforcement of this Plan including the preparation and execution of any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

N. Procedure for Amendment

This Plan may be amended by means of the procedure established in Section 11-19-23 of the Utah Neighborhood Development Act or by any other procedure established by law.

O. Conflict

This Plan shall not nullify the more restrictive provisions of covenants, agreements deed restrictions, or other ordinances or laws of the City, but shall prevail notwithstanding over such provisions which are less restrictive.

EXHIBIT "A"

PROJECT AREA

#85-03-A

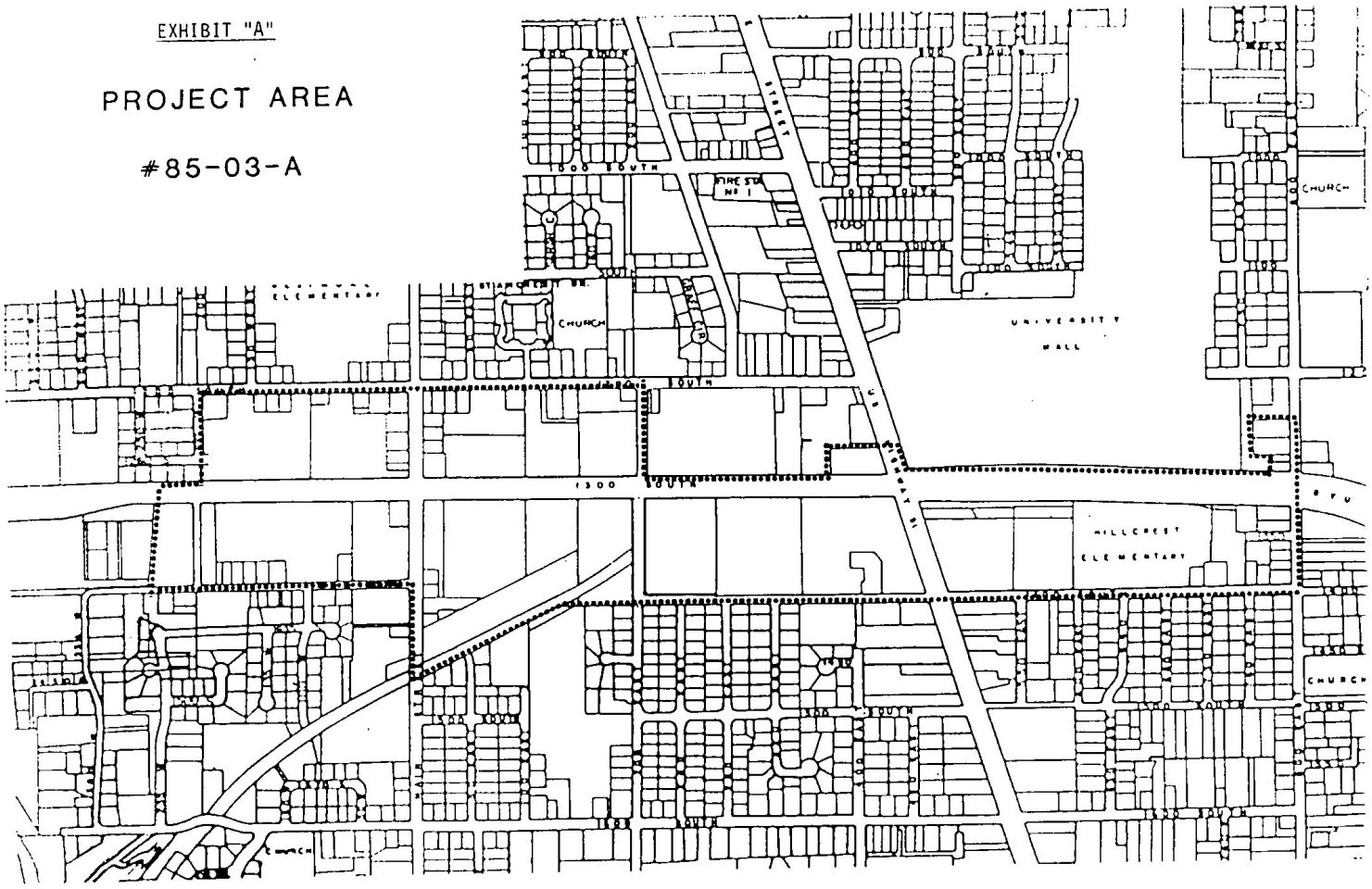
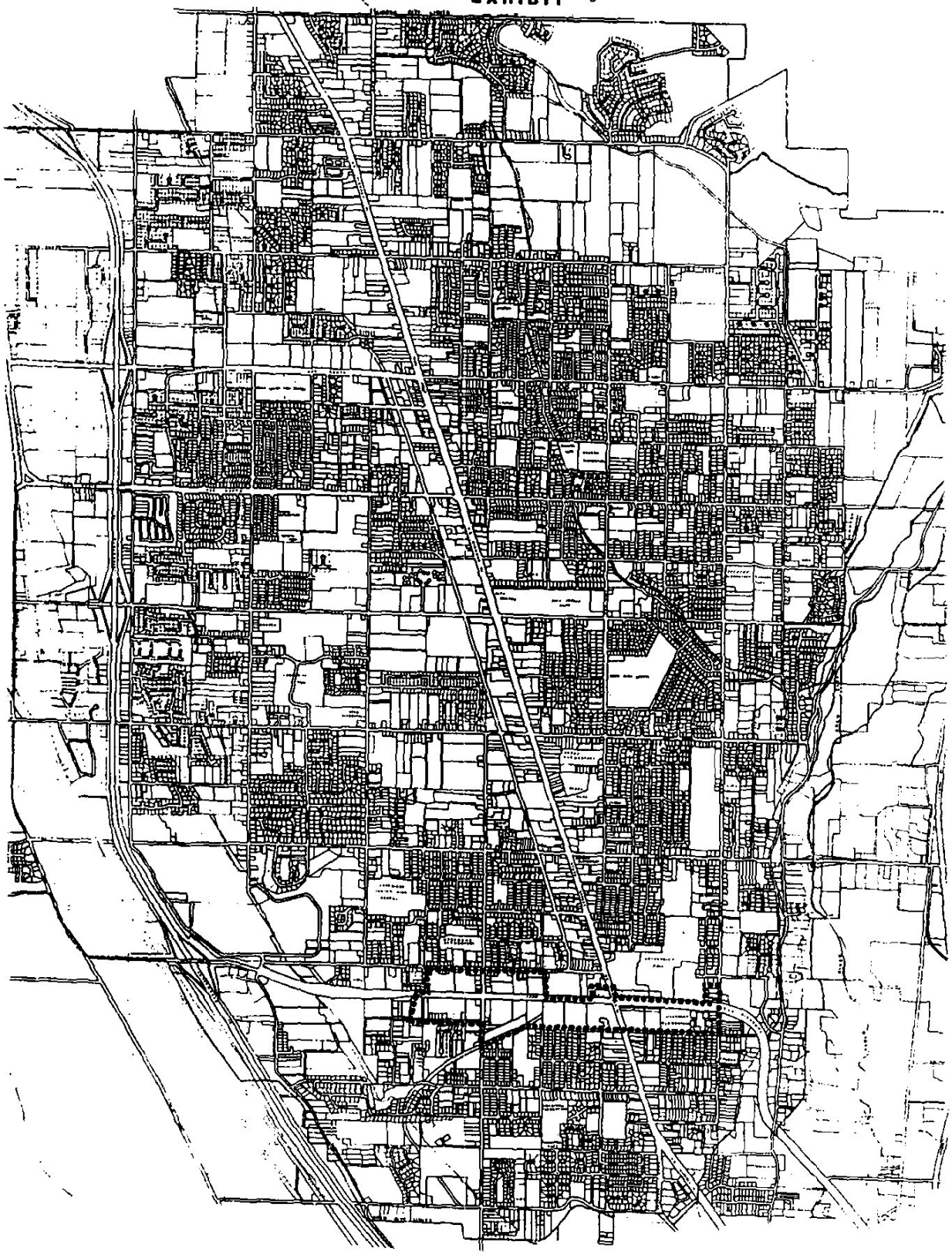


EXHIBIT "B"



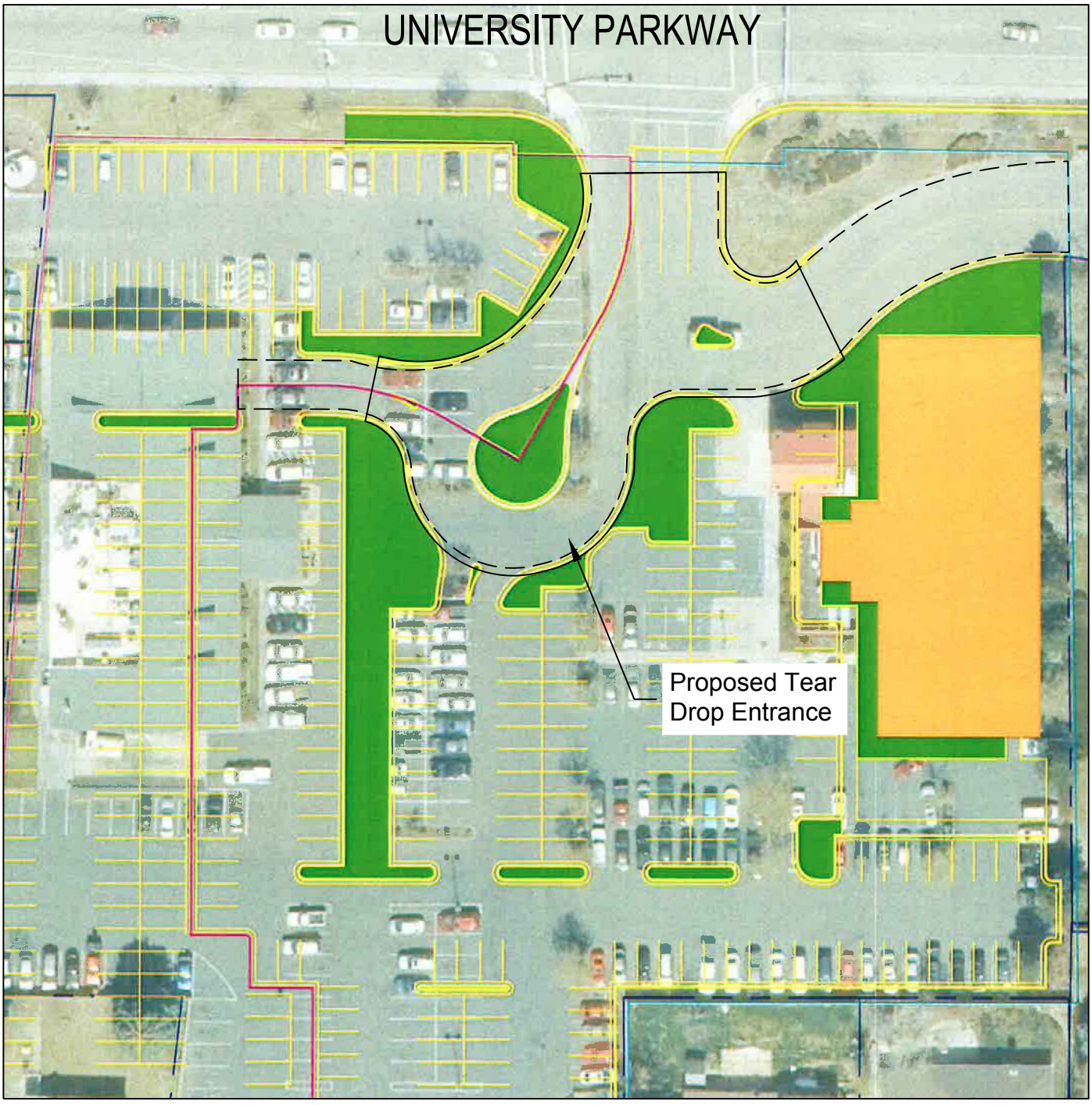
CITY OF OREM, UTAH

REDEVELOPMENT

PROJECT AREA

#85-03-A

EXHIBIT "L"



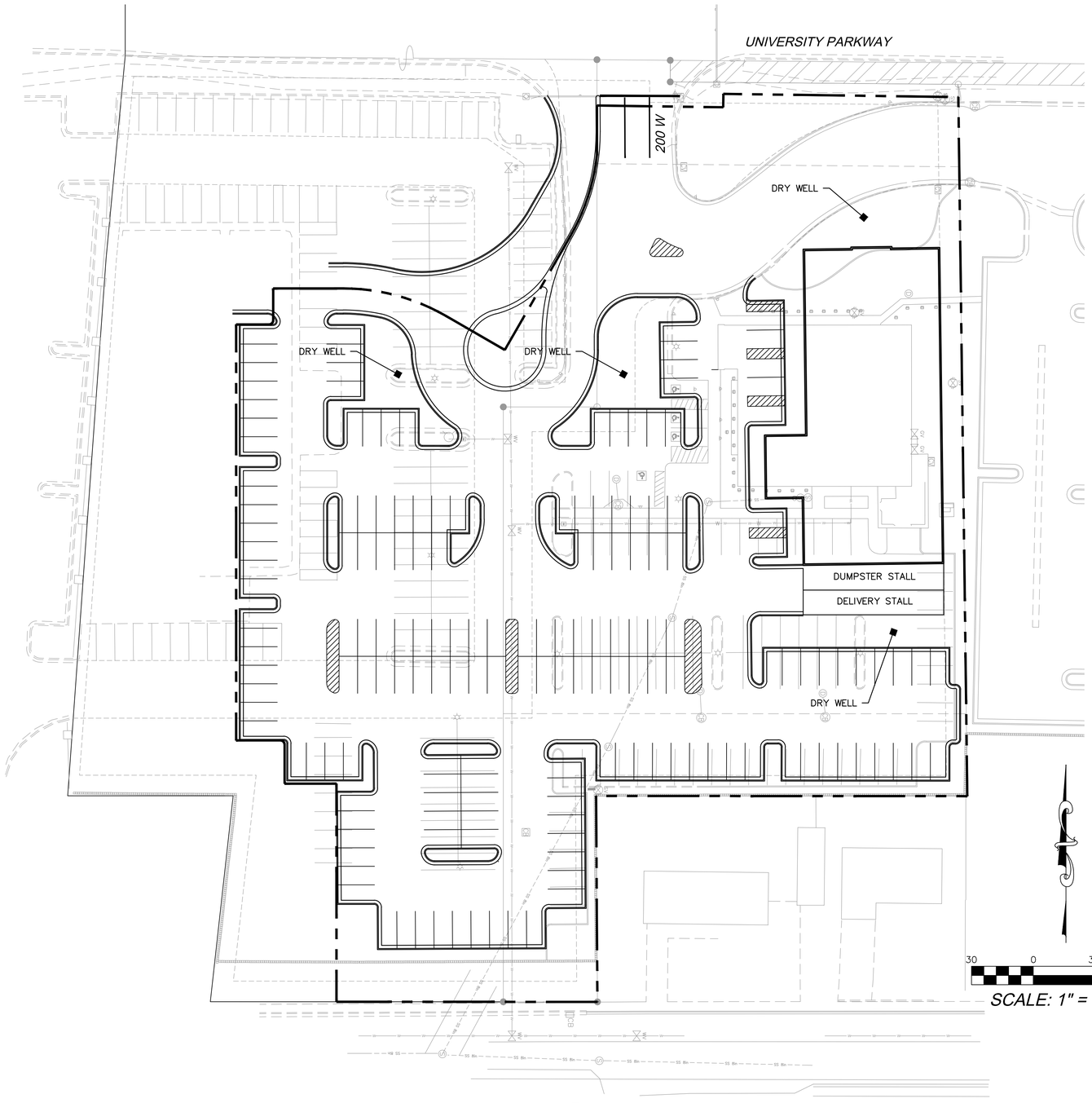
Area to be Constructed by Golden Corral and Reimbursed by The Agency

Proposed Access Easement Final Location to be Determined and Shown on the Subdivision Plat

N

0 60 120

EXHIBIT	GOLDEN CORRAL PROPERTY EXCHANGE	CITY OF OREM
L	Tear Drop Concept, Construction Limits, and Access Easement	DEVELOPMENT SERVICES ENGINEERING DIVISION 56 NORTH STATE ST OREM, UT 84057
	X:\MISC\2019 GOLDEN CORRAL PROPERTY TRANSFER\PROPERTY EXHIBITS.DWG	
	Tear Drop Entrance Concept	



LICENSED PROFESSIONAL ENGINEER
No. 4770481
PAUL S. FESER
CIVIL
STATE OF UTAH

REV.:	DESCRIPTION:

DATE: 4/29/2019
SCALE: AS SHOWN
DRAWN BY: PSF
CHECKED BY: PSF
PROJECT NO.: se1911

Developed by
CORRAL WEST PROPERTIES, LLC
225 W. UNIVERSITY PARKWAY
OREM, UT 84058
TEL 801-913-2150

ENGINEERED BY:
S.E. SCIENCE, LLC
1001 ARBOR WAY
LAYTON, UT 84041
TEL 801-433-2498

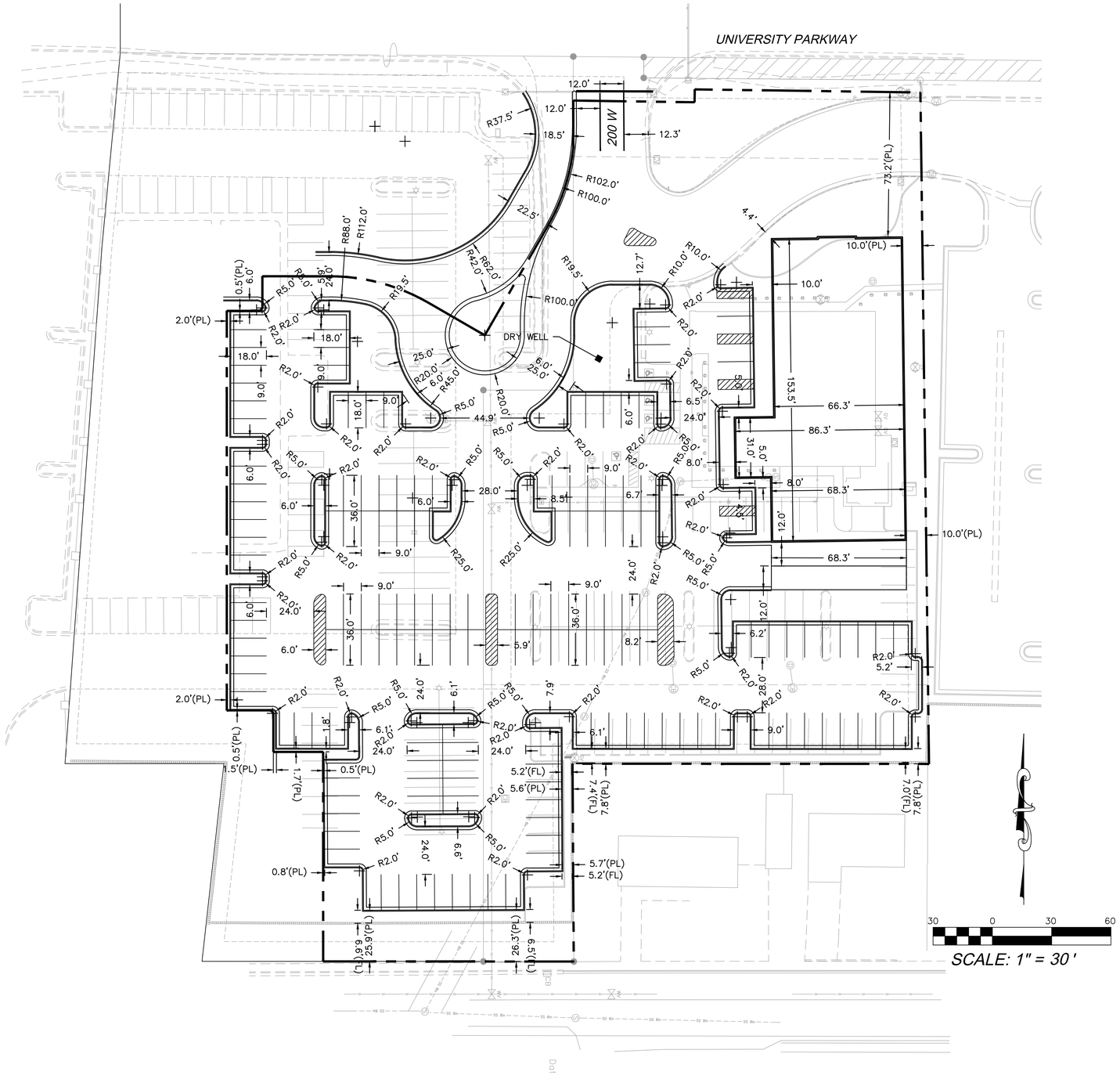
GOLDEN CORRAL
171 WEST UNIVERSITY PKWY., OREM, UT
PRELIMINARY - NOT FOR CONSTRUCTION

SITE PLAN

SHEET
C100

CALL BEFORE YOU DIG!
IT'S THE LAW
BLUE STAKES 1-800-662-4111

P:\se1911 Golden Corral\DWG\190429d x-base.dwg Apr 29, 2019 - 5:55pm



GENERAL NOTES
1. UNLESS NOTED OTHERWISE (U.N.O.) DIMENSIONS ARE TO THE FACE OF CURB
2.

ABBREVIATIONS
PL – PROPERTY LINE
FL – FENCE LINE

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1-800-662-4111

LICENSED PROFESSIONAL ENGINEER
No. 4770481
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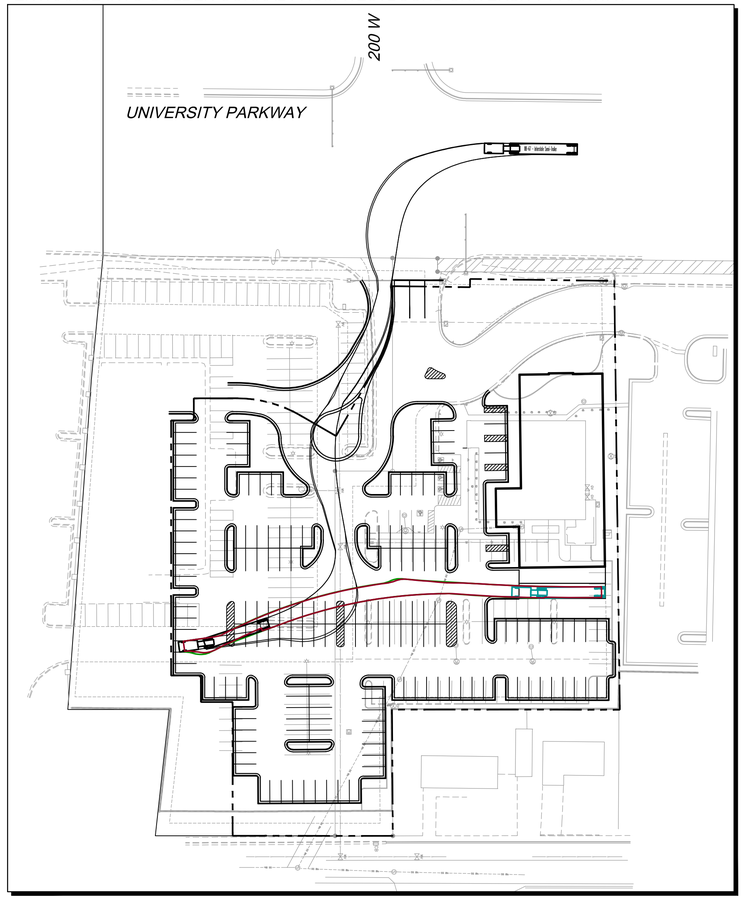
GOLDEN CORRAL
171 WEST UNIVERSITY PKWY., OREM, UT
PRELIMINARY - NOT FOR CONSTRUCTION

HORIZONTAL SITE PLAN

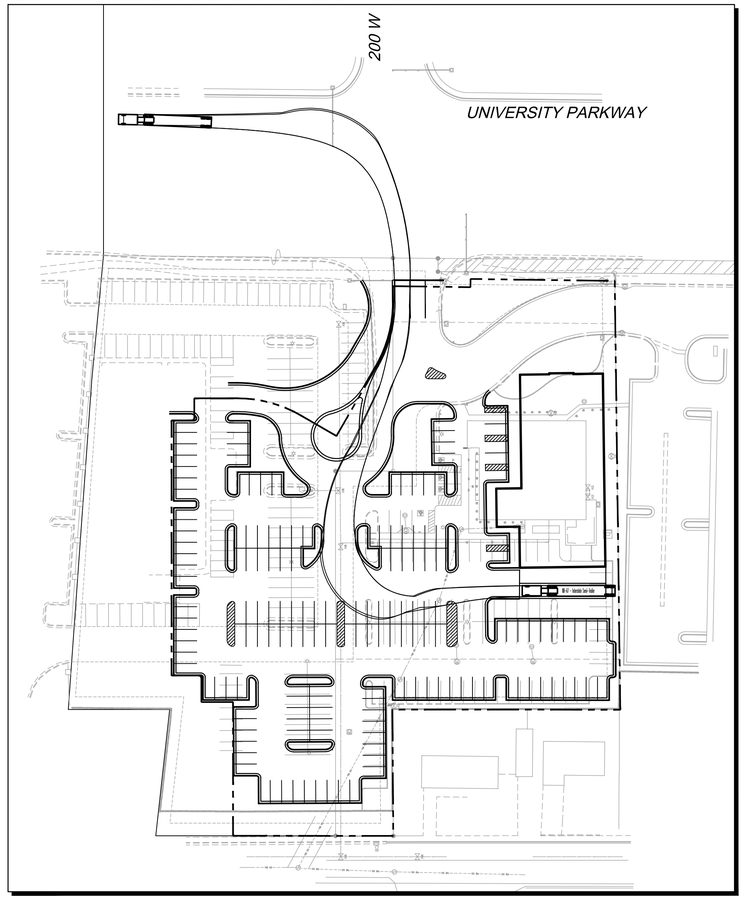
SHEET
C200

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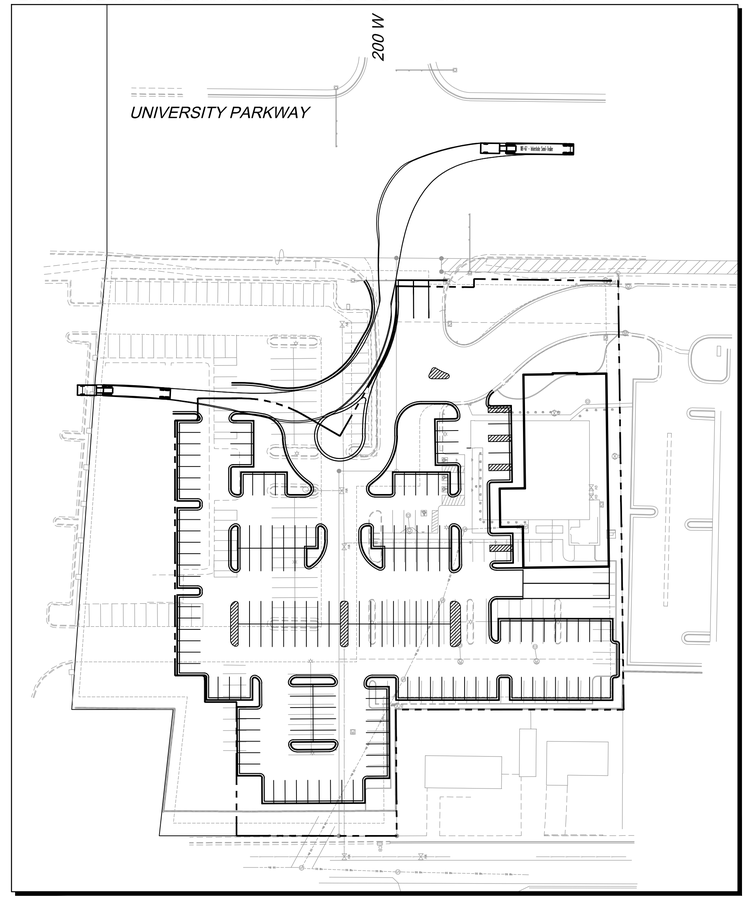
AASHTO WB-67 TRUCK TRACKING ROUTE - SCENARIO 1
ENTRANCE INTO GOLDEN CORRAL FROM WESTBOUND UNIVERSITY PARKWAY



AASHTO WB-67 TRUCK TRACKING ROUTE - SCENARIO 2
EXIT FROM GOLDEN CORRAL TO UNIVERSITY PARKWAY



AASHTO WB-67 TRUCK TRACKING ROUTE - SCENARIO 3
ENTRANCE INTO KEN GARF FROM WESTBOUND UNIVERSITY PARKWAY



60 0 60 120

SCALE: 1" = 60 '

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1-800-662-4111

LICENSED PROFESSIONAL ENGINEER
No. 4770481
PAUL S. FESER
CIVIL
STATE OF UTAH

REV.:	DESCRIPTION:

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DRAWN BY: PSF
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TEL. 801-433-2498

GOLDEN CORRAL
171 WEST UNIVERSITY PKWY., OREM, UT
PRELIMINARY - NOT FOR CONSTRUCTION

TRUCK TRACKING ROUTE

SHEET
C300

P:\se1911 Golden Corral\DWG\190429d x-base.dwg Apr 29, 2019 - 5:54pm

Agenda Item No: 14.2

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Richard Manning
Submitting Department: Administrative Services
Item Type: Public Hearing
Agenda Section:

Subject:
RESOLUTION - Tentatively Adopting the RDA Tentative Budget for the Redevelopment Agency of the City of Orem Fiscal Year 2019-2020.

Suggested Action:
The Executive Director recommends the RDA Board hold a public hearing then by resolution tentatively adopt the Fiscal Year 2019-2020 Tentative Budget and set a public hearing to adopt the final budget on June 11, 2019 at 6:10 p.m.

Presenter:
Brandon Nelson

Background:
The Redevelopment Agency of the City of Orem (RDA) is responsible for adopting the tentative budget of the RDA. Currently there is only one project area that remains active. The revenues for the RDA are used to pay for debt service and any project specific infrastructure improvements that are needed.

The Tentative Budget is available for review and to download at Orem.org.

Potentially Affected Area:
Citywide

Attachments:
RES--Tentative Budget--RDA--2020.docx

D R A F T

RESOLUTION NO. _____

A RESOLUTION BY THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH, TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND SET A PUBLIC HEARING FOR MAY 28, 2019, AT 6:00 P.M

WHEREAS on May 14, 2019, the Executive Director submitted the tentative budget for review of the Redevelopment Agency of the City of Orem; and

WHEREAS the Board of Directors of the Redevelopment Agency of the City of Orem considered the tentative budget on May 14, 2019; and

WHEREAS the Board of Directors of the Redevelopment Agency of the City of Orem, Utah, desires to adopt the tentative budget as required by State law; and

WHEREAS the Board of Directors of the Redevelopment Agency of the City of Orem, Utah desires to make the tentative budget available for public review and comment at least ten days prior to the public hearing; and

WHEREAS the Board of Directors of the Redevelopment Agency of the City of Orem, Utah, desires to set a public hearing for May 28, 2019, at 6:00 p.m. to receive additional public input on the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH, as follows:

1. The Board of Directors of the Redevelopment Agency of the City of Orem, Utah, hereby adopt the tentative budget, which is attached as Exhibit “A”.

2. The Board of Directors of the Redevelopment Agency of the City of Orem, Utah, will conduct a public hearing and adopt a final budget on May 28, 2019, at 6:00 p.m.

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

5. This resolution shall take effect immediately upon passage.

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PASSED and APPROVED this **14th** day of **May** 2019.

REDEVELOPMENT AGENCY OF
THE CITY OF OREM, by Richard F. Brunst, Jr., Chair

ATTEST:

JoD'Ann Bates, Secretary

BOARDMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Debby Lauret	□	□	□
Sam Lentz	□	□	□
Tom Macdonald	□	□	□
Mark Seastrand	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

D R A F T

EXHIBIT A

DRAFT

SPECIAL SERVICE LIGHTING DISTRICT
of the
CITY OF OREM
May 22, 2018

CONDUCTING	Chair Richard F. Brunst, Jr.
BOARD OF DIRECTORS	Richard F. Brunst, Debby Lauret, Sam Lentz, Mark Seastrand, David Spencer*, and Brent Sumner (*participated electronically)
APPOINTED STAFF	Jamie Davidson, Brenn Bybee, Richard Manning, Brandon Nelson, Greg Stephens, and Jody Bates

The Special Service Lighting District (SSLD) Meeting convened at 9:28 p.m.

APPROVAL OF MINUTES – April 17, 2018

Chair Brunst **moved** to approve the April 17, 2018, minutes for the meeting of the Special Service Lighting District. Debby Lauret **seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Mark Seastrand, David Spencer, and Brent Sumner. The vote was unanimous, motion **passed**.

SCHEDULED ITEMS

6:20 P.M. PUBLIC HEARING – Approve and Adopt Fiscal Year 2018-2019 Budget
RESOLUTION – Approve and Adopt SSLD Fiscal Year 2018-2019 Final Budget

The Chief Executive Director recommends the SSLD Board hold a public hearing then by resolution adopt the Fiscal Year 2018-2019 Budget.

On April 17, 2018, the Board of Directors received the SSLD Tentative Budget for Fiscal Year 2018-2019. The purpose of this hearing is to receive input from the citizens, make any changes, approve, and adopt the Budget for Fiscal Year 2018-2019.

Mr. Manning stated his budget contains no change to the fees dedicated to street lighting.

Chair Brunst opened the public hearing 9:29 pm.
Hearing no comments, Chair Brunst closed the public hearing and brought the item back to the Board for further discussion.

Sam Lentz **moved**, by resolution, to approve and adopt the SSLD Fiscal Year 2018-2019 Budget. Debby Lauret **seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Mark Seastrand, David Spencer, and Brent Sumner. The vote was unanimous,

DRAFT

motion **passed**.

ANNUAL REVIEW – Special Service Lighting District of the City of Orem (SSLD) Bylaws

The Chief Executive Officer of the Special Service Lighting District of the City of Orem recommends that the Board of Directors adopt the bylaws as written.

The SSLD Bylaws stipulate that the bylaws "shall be reviewed by the Board of Directors at each annual meeting" and may be amended "by majority vote of the Board of Directors of the District at a regular or special meeting." The Chief Executive Officer is not recommending any changes to the bylaws at this time.

Chair Brunst **moved** to adopt the Bylaws of the Special Service Lighting District of the City of Orem as written. Brent Sumner **seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Mark Seastrand, David Spencer, and Brent Sumner. The vote was unanimous, motion **passed**.

ADJOURN TO A MEETING OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF OREM

Chair Brunst **moved** to adjourn to a meeting of the Municipal Building Authority of the City of Orem. Sam Lentz **seconded** the motion. Those voting aye: Richard F. Brunst, Debby Lauret, Sam Lentz, Mark Seastrand, David Spencer, and Brent Sumner. The vote was unanimous, motion **passed**.

The meeting adjourned at 9:30 p.m.

Agenda Item No: 17.1

City Council Agenda Item Report

Meeting Date: May 14, 2019
Submitted by: Richard Manning
Submitting Department: Administrative Services
Item Type: Public Hearing
Agenda Section:

Subject:
RESOLUTION - Tentatively Adopting the Street Lighting Special Service District Tentative Budget for the SSLD Agency of the City of Orem Fiscal Year 2019-2020 Tentative Budget

Suggested Action:
The Executive Director recommends the SLSD Board hold a public hearing then by resolution tentatively adopt the Fiscal Year 2019-2020 Tentative Budget and set a public hearing to adopt the final budget on June 11, 2019, at 6:20 p.m.

Presenter:
Brandon Nelson

Background:
The Street Lighting Special Service District (SLSD) of the City of Orem (SLSD) is responsible for adopting the annual budget for the maintenance of the city-wide street lighting.

This budget contains no change to the fees dedicated to street lighting.

The Tentative Budget is available for review and to download at Orem.org.

Potentially Affected Area:

Attachments:
RES--Tentative Budget--SSLD--2020.docx

D R A F T

RESOLUTION NO. _____

A RESOLUTION BY THE SPECIAL SERVICE LIGHTING DISTRICT OF THE CITY OF OREM, UTAH, TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND SET A PUBLIC HEARING FOR ADOPTION OF THE FINAL BUDGET ON MAY 28, 2019, AT 6:20 P.M.

WHEREAS on May 14, 2019, the Executive Director provided the Board of Directors with copies of the Tentative Budget; and

WHEREAS the Executive Director has discussed with the Board of Directors in a public work session the budget needs and challenges of the SSLD; and

WHEREAS on May 14, 2019, the Executive Director formally submitted the tentative budget to the Board of Directors for consideration; and

WHEREAS the Board of Directors desires to make the tentative budget available for public review; and

WHEREAS the Board of Directors desires to set a public hearing for May 28, 2019, at 6:00 p.m. to receive additional public input on the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SPECIAL SERVICE LIGHTING DISTRICT OF THE CITY OF OREM, UTAH, as follows:

1. The Board of Directors hereby adopt the tentative budget, which is attached as Exhibit "A".

2. The Board of Directors will conduct a public hearing and adopt a final budget on May 28, 2019, at 6:00 p.m.

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

5. This resolution shall take effect immediately upon passage.

D R A F T

PASSED and APPROVED this **14th** day of **May** 2019.

SPECIAL SERVICE LIGHTING DISTRICT OF THE CITY OF OREM, by Richard F. Brunst, Jr., Chair

ATTEST:

JoD'Ann Bates, Secretary

BOARDMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	□	□	□
Debby Lauret	□	□	□
Sam Lentz	□	□	□
Tom Macdonald	□	□	□
Mark Seastrand	□	□	□
David Spencer	□	□	□
Brent Sumner	□	□	□

D R A F T

EXHIBIT A