



CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
December 08, 2020

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

NOTICE OF ALL-ELECTRONIC MEETING & OPPORTUNITY FOR PUBLIC PARTICIPATION

Pursuant to Mayor Richard F. Brunst's Proclamation dated November 30, 2020, the Orem City Council meeting on December 8, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Written comments will be accepted before and during the meeting. All written comments received will be entered into the record and forwarded to each City Council member for review. Written comments will also be read aloud during the live meeting when required by law or when time permits. As technology permits, the City Council may also accept oral comments. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

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

UPDATE - Fitness Center & Library Hall Projects (10 min)

Update of the Fitness Center and Library Hall Progress

Presenter: Ryan Clark

DISCUSSION - City Retention Schedule (5 min)

Presentation and Discussion of a proposed City of Orem Retention Schedule for the City Administration Division in the City Manager's Department.

Presenter: Jackie Lambert, Deputy City Recorder

[1.City Admin.pdf](#)

DISCUSSION - 400 West 1200 South Roundabout Design (15 min)

Review and Discussion

Presenter: Sam Kelly and Horrocks Engineers

DISCUSSION - State Street zoning & associated master planning (60 min)

Staff will lead discussion

Presenter: Jason Bench

UPDATE - Utility Master Plans & Funding (30 min)

Review progress and discuss.

Presenter: Chris Tschirki, Neal Winterton, and Reed Price

DISCUSSION - Noise Mitigation (20 min)

City Council Discussion

1. AGENDA REVIEW & PREVIEW OF UPCOMING AGENDA ITEMS

The City Council will review the items on the agenda.

2. CITY COUNCIL REPORTS (BOARDS & COMMISSIONS, NEW BUSINESS, ETC.)

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

Presenter: Tom Macdonald

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

3. CALL TO ORDER

4. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION - TERRY PETERSON

5. PLEDGE OF ALLEGIANCE: BY INVITATION - SHERRY PETERSON

6. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

7. 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.)

8. CONSENT ITEMS

8.1. APPROVAL OF MEETING MINUTES

Minutes of City Council Meeting - November 10, 2020
Minutes of Special City Council Meeting - November 13, 2020
[11.10.2020.ccmn--Draft.docx](#)
[11.13.2020.ccmn--Special.pdf](#)

8.2. PROPOSED CITY COUNCIL MEETING SCHEDULE 2021

The Council and staff discussed the proposed City Council meeting schedule for 2021. The schedule will be published per State Code upon approval.

[2021-cc mtgs. calendar.doc](#)
[DRAFT Legal Notice Meetings 2021.docx](#)

8.3. MAYOR PRO TEM - January through June, 2021

Mayor and Council will appoint Council Member Jeff Lambson as Mayor Pro Tem to serve January through June, 2021.

[MAYOR PRO TEM--2010 to current.pdf](#)

8.4. CITY MANAGER'S APPOINTMENTS

Mr. Davidson asks for the Council's advice and consent on the following appointments:

- Board of Adjustment:

Karen Jeffreys

Leslie Nelson (reappointment)

- Planning Commission:

Marisa Bentley

[Karen Jeffreys_BOA.pdf](#)

[Leslie Nelson_BOA Reappointment.pdf](#)

[Marisa Bentley_PC.pdf](#)

8.5. APPOINTMENTS TO BOARDS AND COMMISSIONS

- CARE Advisory Commission:

Laurel Smith

- CDBG Advisory Commission:

Miguel Echeverria

[Laurel Smith-CARE.pdf](#)

[Miguel Echeverria_CDBG.pdf](#)

8.6. RESOLUTION - Consenting to the RDA'S transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem for the purchase of the Hillcrest Elementary School property.

The City Manager recommends that the City Council, by resolution, consent to the RDA's proposed transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem for the purchase of the Hillcrest Elementary School property.

[hillcrest.cc.res.01.docx](#)

[hillcrest.repc.signed.exhibit a.pdf](#)

8.7. RESOLUTION - Support for the Preservation of Bridal Veil Falls

City Council approve a Resolution expressing support of preserving Bridal Veil Falls with a Conservation Easement.

[RES--Bridal Veil Falls.docx](#)

9. SCHEDULED ITEMS

9.1. RESOLUTION - Fiscal Year 2019-2020 Audit

The City Manager recommends the City Council, by resolution, accept the Fiscal Year 2019-2020 audit as presented.

Presenter: Brandon Nelson and Ron Stewart

[Audit FY 2020 - Resolution.docx](#)

9.2. PUBLIC HEARING

ORDINANCE - Amending the Current Fiscal Year 2020-2021 Budget

The City Manager recommends the City Council hold a public hearing to discuss amending the current Fiscal Year 2020-2021 Budget and, by ordinance, amend the Fiscal Year 2020-2021 Budget.

Presenter: Brandon C Nelson

[Budget Amendments FY 2021 - Oct-Nov.pdf](#)

[ORD - Budget Amendments - FY 2021 - Oct-Nov 2020 - Ordinance.pdf](#)

9.3. PUBLIC HEARING

ORDINANCE – Amending Section 22-6-9(G) Commercial Daycare Services, Section 22-6-9(H) Private Schools of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 Private Primary and Secondary Schools pertaining to commercial daycare services and private schools in a residential zone

The Planning Commission recommends the City Council, by ordinance, amend Section 22-6-9(G) Commercial Daycare Services, Section 22-6-9(H) Private Schools of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 Private Primary and Secondary Schools pertaining to commercial daycare services and private schools in a residential zone.

Presenter: Jason Bench

[Agenda-CommercialDaycare.docx](#)

[Ordinance-CommercialDayCare_22-6-9\(G\).pdf](#)

[Ordinance-PrivateSchools_22-6-9\(H\)&Appendix A.pdf](#)

[Commercial Daycare - Private Schools PC Minutes 11.18.20.docx](#)

[Resolution-CommercialDaycare-Parking.docx](#)

9.4. PUBLIC HEARING

ORDINANCE – Amending Article 22-6-9(I) Accessory Apartments of the Orem City Code to clarify language in the accessory apartment ordinance

The Planning Commission recommends the City Council, by ordinance, amend Article 22-6-9(I) Accessory Apartments of the Orem City Code to clarify language in the accessory apartment ordinance.

Presenter: Jason Bench

[Agenda-AccessoryApartment-Definitions.docx](#)
[Text_Amendment_-_Accessory_Apartments_22-6-9_I_.pdf](#)
[Accessory Apartments PC Minutes 11.18.20.docx](#)
[Resolution-AccessoryApartments-Definitions-Bedrooms.docx](#)

9.5. RESOLUTION – Approving a conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone

The Planning Commission recommends the City Council, by resolution, approve the conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 zone.

Presenter: Jason Bench

[Agenda-CUP-AccessoryStructure-PD18-2.docx](#)
[Vicinity Map.pdf](#)
[Map.pdf](#)
[Site Plan.pdf](#)
[Property.pdf](#)
[Floor Plan.pdf](#)
[Elevations1.pdf](#)
[Elevations2.pdf](#)
[Elevations3.pdf](#)
[Elevations4.pdf](#)
[20201117_1_MailerFront2.pdf](#)
[20201117_1_MailerBack.pdf](#)
[20201117_1_Labels.docx](#)
[CUP - DRC Application_Matt Hawkins-Garage Addition.pdf](#)
[Resolution-CUP-AccessoryStructure-PD18-2.docx](#)
[Draft PC Minutes](#)

9.6. CONTINUED ITEM

ORDINANCE - Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road

The City Council will consider, by ordinance, amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

Presenter: Jason Bench

[Agenda-Rezone-2000SGeneva-2.docx](#)
[Aerial Imagery.pdf](#)
[Map.pdf](#)
[General Plan - Vicinity.pdf](#)
[Existing Zoning - Vicinity.pdf](#)
[Proposed Zoning - Close Up.pdf](#)
[General Plan - Close Up.pdf](#)
[Reason for Zone Change.pdf](#)
[Concept Site Plan.pdf](#)

[Street View - From 2000 S.pdf](#)
[Street View - From Geneva.pdf](#)
[Elevation Image 1.jpeg](#)
[Elevation Image 2.jpeg](#)
[Elevation Image 3.jpeg](#)
[Elevation Image 4.jpeg](#)
[Elevation Image 5.jpeg](#)
[Traffic Study_Recommendations.pdf](#)
[DRAFT PC Minutes 10.21.2020.docx](#)
[Neighborhood Meeting Minutes.pdf](#)
[Neighborhood Meeting Roster.pdf](#)
[Mailer Front.pdf](#)
[Mailer Back.pdf](#)
[Mailer Labels](#)
[Orem CC Meeting Letter_10282020.pdf](#)
[Resident Letter.pdf](#)
[OremPlaningCommission - Rezoning Letter.pdf](#)
[Resolution-Rezone-2000SGeneva-2.docx](#)

9.7. RESOLUTION - Ratifying the Real Estate Donation Agreement between IHC Health Service, Inc and The City of Orem.

The City Manager recommends that the City Council, by resolution, ratify the proposed Real Estate Donation Agreement between IHC Health Services, Inc. and the City of Orem.

Presenter: Jamie Davidson

[ihc.donation.orem.2020.res.docx](#)

10. COMMUNICATION ITEMS

10.1. MONTHLY FINANCIAL SUMMARY - October 2020

For Review Only

[Monthly Financial Summary - Oct 2020.pdf](#)

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 OREM REDEVELOPMENT AGENCY (RDA)

13. RDA CONSENT ITEMS

13.1. APPROVAL OF RDA MEETING MINUTES

Minutes of Redevelopment Agency Meeting - June 16, 2020

[06.16.2020-RDAmin.pdf](#)

14. RDA SCHEDULED ITEMS

14.1. RESOLUTION - Authorizing the transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem to assist with the purchase of the Hillcrest Elementary property.

The Chief Executive Officer of the RDA recommends that the RDA, by resolution, authorize the transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem to assist with the City of Orem's purchase of the Hillcrest Elementary property from Alpine School District.

Presenter: Jamie Davidson

[hillcrest.rda.res.01a.docx](#)

[hillcrest.repc.signed.exhibit a.pdf](#)

15. ADJOURNMENT

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

SCHEDULE 1 – CITY MANAGER’S DEPARTMENT

Section 1: Administration Records

1.101: CITY PUBLICATIONS

Any record, regardless of format, that is issued by a governmental entity for public distribution, at the total or partial expense of that governmental entity, and includes: annual reports, policies and procedures manuals, newsletters, pamphlets, leaflets, studies, proposals, and similar material printed by or for the municipality or any of its departments, subdivisions or programs, and made available to the public, or the last manuscript report if not published.

RETENTION – Permanent, may be transferred to the State Archives

1.102: HEARINGS FILES

These files contain information documenting hearings requested by the public for various reasons including the denial and revocation of various licenses (businesses, liquor, taxi licenses) or special hearings called by the mayor or city council. Files contain copies of transcribed minutes, related correspondence, copies of applications, reports and agenda.

RETENTION – Permanent

1.103: INFORMATION GOVERNANCE RECORDS

Records used in establishing and implementing records management policies, practices, and procedures. Included are inventories, finding aids, technological system data, and related information.

RETENTION - Retain until superseded or until the lifespan of the related record is met, then destroy

1.104: MUNICIPAL APPOINTMENT FILES

These files document the appointment of persons to advisory boards and committees established by the City Council or Mayor, usually by policy and/or procedure. These files may include letters of recommendation, letters of appointment, resumes, and related correspondence.

RETENTION – Retain during appointee’s term, then destroy when term of service ends

1.105: NOTARY BOND FILES

These files document municipal employees providing service to municipal agencies as notaries public. They include valid certificates, copies of bonds, and any related correspondence. Employees maintain their notary bond files personally.

RETENTION – Retain for 1 year after expiration or renewal of bond, then destroy

SCHEDULE 1 – CITY MANAGER’S DEPARTMENT

Section 1: Administration Records

1.106: NOTARY SERVICES JOURNAL

This is a journal of notary services performed by the administrative secretary to public works. The records are maintained to document each use of notary services so the notary can prove that proper procedures were adhered to should there be a question regarding a notary transaction at some point in the future. Information includes signature of person requesting notary services, date and time notary service was performed, fee charged, type of document being notarized, type of notary act, signer's address, manner in which signer was identified and comments.

RETENTION – Permanent

1.107: PHONE CALL RECORDINGS

These are audio recordings of phone calls used to document conversations between city employees and other parties. They may be used as evidence in cases where complaints are levied against one of the parties of the call.

RETENTION – Retain for 18 months, then destroy

1.108: PLANS, REPORTS, AND STUDIES

These include such plans, reports, and studies as: feasibility studies, master plans for streets, utilities, planning, etc., and other various reports compiled by staff regarding city projects. They include reports, maps, correspondence, etc.

RETENTION – Permanent

1.109: PUBLIC RELATIONS RECORDS

These written records are created for distribution to the news media or public. Records include speeches, press releases, public announcements, newsletters, newsletter inserts and similar records.

RETENTION - Permanent, may be transferred to the State Archives

1.110: SYSTEM STUDIES FINAL REPORTS

These are the final reports of various studies (i.e. program analyses, project studies) by private and other government agencies.

RETENTION – Retain until superseded, may be deemed historical so kept permanently

SCHEDULE 1 – CITY MANAGER’S DEPARTMENT

Section 1: Administration Records

1.111: TRANSITORY TRACKING RECORDS

These records document transitory transactions. Information tracks services rendered, movement of people, materials, and includes internet website visitor information.

RETENTION - Retain until administrative need ends, then destroy

1.112: WORKING FILES

These records contain unique information in rough notes or drafts assembled or created and used to prepare or analyze other documents. The information adds proper understanding to the formulation and execution of policies, decisions, actions, or responsibilities.

RETENTION - Retain until administrative need ends, then destroy

DRAFT

CITY OF OREM
CITY COUNCIL MEETING
56 North State Street Orem, Utah
November 10, 2020

*This meeting was held electronically
to allow Councilmembers and Staff to participate.*

4:15 P.M. WORK SESSION – CITY COUNCIL CONFERENCE ROOM

CONDUCTING Mayor Richard F. Brunst

ELECTED OFFICIALS Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, 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; Marc Sanderson, Fire Chief; Joshua Adams, Police Chief; Ryan Clark, Development Services Director; Charlene Crozier, Library Director; Chris Tschirki, Public Works Department Manager; Brandon Nelson, Finance Department Manager; Karl Hirst, Recreation Department Manager; Jason Bench, Planning Division Manager; Pete Wolfley, Communications Specialist; and JoD'Ann Bates, City Recorder

NOTE: The referenced report and presentation documents for each discussion may be viewed at orem.org/meetings under “City Council Presentations”

DISCUSSION - Proposed City Council Meeting Schedule 2021

Mrs. Bates stated State Code requires the City Council schedule the upcoming years meetings and advertise them when approved. The proposed calendar for 2021 has been reviewed by the department heads in order to work around any possible conferences and School District holidays. The schedule shows City Council meetings being held on the 2nd and 4th Tuesday of every month with the exception of July, November and December where there is only one meeting held. The dates had to be moved back a week in June due to Summerfest proposed dates. The date in November also was moved back a week in order to accommodate the acceptance of the 2021 Municipal Elections.

MAYOR PRO TEM - January through June 2021

Mayor Brunst stated that he would like to appoint Jeff Lambson as the Mayor Pro Tem for the term of January through June 2021.

DRAFT

DEMONSTRATION - "Hey Orem"

Mr. Wolfey stated the Hey Orem is a new citizen ticketing program that has been brought into replace the old program that is easier to use for both staff and public.

Mr. Davidson indicated this came about due to conversations he has had with City Council members that would like to improve communications between Council, residents and city staff.

Mr. Ulbrich proceeded to demonstrate the program from a phone app, both IOS, Android and any web browser. Mr. Wolfey continued to demonstrate the process of submitting a ticket and keeping track of those tickets.

Discussion ensued regarding those that participated in getting this program up and going and providing the council with a bullet point instruction as to what was demonstrated. Discussion continued of possible actions that could be done regarding the program.

DISCUSSION - Public Works Utility Master Plan

Mr. Keith Larson reviewed some of the improvement and updates to the 2016 Utility Master Plan that was discussed with the City Council at a previous meeting. He continued to discuss some of the major changes that has come up since that previous discussion.

- Vineyard removed from the system demands,
- Added density along state street corridor and other areas,
- Installation of "Smart Meters" pricing and other efforts are reducing water use and sewer flows,
- West Union Canal and West Smith Ditch are being abandoned and new alternatives needed for storm water, and
- Significant 5-year construction inflation costs and historic low bonding interest rates.

He continued to discuss demands and demographics reviewing:

- Updated population growth projection,
- Updated annual water demand projections,
- An updated peak water demand projection, and
- Updated sewer flow projections in relation to the Water Reclamation Facility

He reviewed the Water System Impacts:

- 2016 Water System pipe improvements, and
- A revised recommendation for those pipe improvements.

He reviewed the Sewer System Impacts:

- 2016 Sewer System pipe improvements,
- Completed Sewer System pipe improvements, and
- Revised recommendations for Sewer System pipe improvements.

He reviewed the Storm System Planning Status:

- Models updated and calibrated for current conditions,
- Additional evaluation needed for abandonment of West Union Canal and West Smith Ditch,
- Costs are expected to increase because of additional canal abandonment projects,

DRAFT

- Some projects are expected to be accelerated because of canal abandonment, and
- Extensive storm water network will be necessary to remove injection wells in wellhead protection areas.

He concluded by a review of the path moving forward:

1. Complete storm drain modeling,
2. Prioritize and finalize updated Capital Facility Plans (CFP's),
3. Use new CFP results and bonding option to develop revised implementation plan, and
4. Update rates and impact fees based on results above.

General discussion ensued regarding Vineyard being part of this process and their process of going onto their own water system. Current and future projects that would be affected by the changes and Vineyard moving in a different direction.

Mayor Brunst thanked Mr. Larson for the time that is being spent on this issue and their presentation to the Council.

Agenda Review & Preview of Upcoming Agenda Items

The City Council reviewed the evening's agenda. Discussion ensued regarding the scheduled items that would be considered.

City Council Reports & City Manager Information Items

Mrs. Lauret reviewed the activities of the committees she participates with as follows:

- Summerfest was Summerfest Light and they are hoping to bring it back to the typical celebration in 2021.
- Arts Council is moving forward with their vinyl wraps around the utility boxes.
- UTOPIA at the last meeting indicated they are doing a new set of bonds and by 2021 Orem should be build out.

Mr. Davidson reviewed the following items with the City Council:

- The cancellation of the New Library Hall Ribbon Cutting and what they are working on for the future, one of which is a virtual tour for the patrons and residents. Discussion continued regarding the fee schedule and proposed groups that will and will not be allowed to have the use of the building.
- City Center and Library Hall Christmas lights are back up this year and look great.
- Landmark Design will work with the City for the design of Hillcrest Park
- The Governor had recently enacted a mask mandate and they are looking at what is being required for cities regarding recreation programs and the enforcement of the mandate. Staff is working on adjusting their operations to consistently reflect what the Governor would like us to do as a city.
- Employee open enrollment started today for city benefits.
- In process of working with IHC with property of Orem Community Hospital and anticipate having it finalized by the end of the year.

DRAFT

- Received a preliminary report from the Forest Service that have identified certain areas of concern for problems in the future due to the burn scar. The city will look to see what they need to do to mitigate those possible issues.

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

CONDUCTING

Mayor Richard F. Brunst

ELECTED OFFICIALS

Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, 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; Marc Sanderson, Fire Chief; Joshua Adams, Police Chief; Ryan Clark, Development Services Director; Charlene Crozier, Library Director; Chris Tschirki, Public Works Department Manager; Brandon Nelson, Finance Department Manager; Karl Hirst, Recreation Department Manager; Jason Bench, Planning Division Manager; Pete Wolfley, Communications Specialist; and JoD'Ann Bates, City Recorder

CALL TO ORDER

Mayor Brunst read the following to begin the meeting:

“Pursuant to Mayor Richard F. Brunst's Proclamation dated November 1, 2020, the Orem City Council meeting on November 10, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Written comments will be accepted before and during the meeting. All written comments received will be entered into the record and forwarded to each City Council member for review. Written comments will also be read aloud during the live meeting when required by law or when time permits. As technology permits, the City Council may also accept oral comments. Once an item has been voted on, that item will be closed to additional comments. Thank you for your cooperation during these challenging times.”

DRAFT

1 INVOCATION /

2 **INSPIRATIONAL THOUGHT** Brent Sumner

3 **PLEDGE OF ALLEGIANCE** Kena Mathews

5 **MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL**

7 REPORT – Metropolitan Water District of Orem

8 Mr. Steven Brown, chairman of the Metropolitan Water District reviewed the history of the
9 District. The District works with the city to supply and ensure safe water to the residents of Orem.
10 He continued to review those members currently on the Board. He stated that approximately 60%
11 of the water that is used in Orem is provided through water rights from the District the rest come
12 from springs and wells the city owns.

14 Mr. Winterton indicated his role on the Board is the Manager which weaves in with his position at
15 the City as the Water Superintendent. He continued to state the relationship with the district is
16 outstanding and the role the district has had in servicing Orem City has been long standing and
17 works in a spirit of great cooperation for the residents of Orem.

19 Mayor Brunst thanked those that participated and voiced his appreciation in their efforts for the
20 residents of Orem.

23 **PERSONAL APPEARANCES**

25 Time was allotted for the public to express their ideas, concerns, and comments on items not
26 scheduled as public hearings on the agenda. Those wishing to make a comment provided staff with
27 written comments.

29 The public comments submitted were read into the record. Comments that were submitted for
30 “Public Appearance” are attached to the end of the minutes in their entirety.

33 **CONSENT ITEMS**

- 35 • **APPROVAL OF MEETING MINUTES**
 - 36 ○ Minutes of City Council Meeting – October 27, 2020
- 37 • **APPOINTMENT TO BOARDS AND COMMISSIONS**
 - 38 ○ Orem Neighborhood Advisory Commission:
 - 39 ■ Jayna Bauer
 - 40 ■ Angela Cottrell
 - 41 ■ Murray Low
- 42 • **RESOLUTION – Approval of certain sections of the City of Orem City Manager's**
43 **Department Retention Schedule**

45 **Mayor Brunst moved** to approve the Consent Agenda as listed. **David Spencer seconded** the
46 motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald,
47 Terry Peterson, David Spencer, and Brent Sumner. The motion **passed**.

SCHEDULES ITEMS

PUBLIC HEARING

RESOLUTION – The City will receive Public Comment on the Community Development Block Grant (CDBG) Projected Use of Funds for CARES ACT CDBG-CV funding and consider approval of a substantial amendment to the 2019-2020 Annual Action Plan

Mr. Ken Ransom, Chair of the CDBG Advisory Commission, stated the City of Orem initially received a grant for \$411,983. and reviewed specific project allocation to date being:

- Administration - \$30,000.
- Family Support and Treatment Center - \$29,859.34
- RAH - \$8,091.00
- Kids on the Move - \$5,000
- Orem Senior Friendship Center - \$132,000.
- Community Action Services and Food Bank - \$5,000.
- Geneva Elementary School - \$4,500.
- Alpine School District - \$12,000.

He continued to state the amount left from the initial allocation to specific projects is \$185,532.66. He reviewed what the funds can be used for, the City Council priorities of money and the current recommendations which include:

- Orem City Public Library for 30 Wireless Hotspots to be loaned to low-moderate in need of internet - \$7,200.
- Critical Home Repair and Home Rehabilitation Program - \$75,000.
- Kids on the Move reallocation to public services projects - \$5,000.

He concluded the remaining CDBG funds to allocate is \$106,132.66 and the additional CDBG-CV allocation of \$287,940.00.

Mayor Brunst inquired as to how many homes the rehabilitation program would cover. Ms. Mathews indicated it would cover about 4-6 homes depending on what repairs were needed.

Mrs. Lauret inquired as to the timetable in order to allocate the remaining funds. Ms. Mathews stated they have to have all the funds committed by August of 2021 and 80% of the money has to be spent in 3 years and the other 20% has to be spent in 6 years. To meet the COVID guidelines of 3 years may be difficult so they are trying to limit it to 12-18 months from the time the application is made.

Mayor Brunst opened the public hearing at 6:30 p.m. Hearing no public comments, the Mayor closed the public hearing and brought the item back to the City Council for further discussion.

Mayor Brunst moved, by resolution, to approve a substantial amendment to the 2019-2020 Annual Action Plan of the Community Development Block Grant (CDBG) Projected Use of Funds for CARES ACT CDBG-CV funding. **Mr. Macdonald seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, David Spencer, and Brent Sumner. The motion **passed**.

DRAFT

PUBLIC HEARING

ORDINANCE – Amending Appendix A of the Orem City Code by amending Standard Land Use Code 6413 from Automobile Repair to Automobile Repair (Mechanical Only) and enacting Standard Land Use Code 6414 Auto Body Repair and Paint

Mr. Bench stated Business Licensing requests the City Council clarify standard land use code 6413 Automobile Repair by adding the parenthetical “(Mechanical Only)” to clarify that this SLU applies to mechanical repair only and not auto body or paint work. Business Licensing also requests that the City Council enact SLU Code 6414 (Auto Body Repair and Paint) to apply to repair shops that focus on auto body repair and paint work. This change is requested because auto body repair and painting businesses have additional state permit requirements that don’t apply to mechanical auto repair businesses. This amendment will help the Business License division determine specific permitting requirements for the two different types of businesses at the time of licensing and will also aid in enforcement efforts in an area where some businesses have been less than cooperative with Neighborhood Preservation Officers.

Mr. Sumner inquired if there were some of the paint shops in residential areas. Mr. Bench indicated there are a few that do not have a license and by going in this direction it would help the NPU Officers in regulating that issue.

Mayor Brunst opened the public hearing at 6:36 p.m. Hearing no public comments, the Mayor closed the public hearing and brought the item back to the City Council for further discussion.

Mayor Brunst moved to approve an Ordinance Amending Appendix A of the Orem City Code by amending Standard Land Use Code 6413 from Automobile Repair to Automobile Repair (Mechanical Only) and enacting Standard Land Use Code 6414 Auto Body Repair and Paint. **Mrs. Lauret seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed**.

PUBLIC HEARING

ORDINANCE - Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road

Mr. Bench stated the applicant requests that the City Council rezone property at 2000 South Geneva Road to C2 to allow for a neighborhood convenience store and gas station. The proposed gas station will be patterned after the existing gas station at approximately 1700 West Main Street in Lehi. It is proposed to have internal restaurants, a convenience store, and eight gas pumps (16 filling stations). The properties in question were originally designated in the General Plan as low density residential (LDR). However, a recent amendment to the General Plan designated this corner as Community Commercial (CC). That change was made based on the applicant’s interest in developing this property as commercial. The subject property sits at the corner of Geneva Road and 2000 South. The Development Review Committee requested the applicant go through preliminary review from both Provo and UDOT regarding access since 2000 South is a Provo street and Geneva Road is a UDOT road. Preliminary UDOT and Provo City reviews have been completed. Once the applicant applies for site plan approval, they will need to get full approval from both jurisdictions in addition to the City for the curb cuts. UDOT plans to put in a traffic signal at the intersection in the near future. As the property was originally planned to be residential, the water and sewer infrastructure was also originally planned to go through this property to service

DRAFT

the future residential properties to the east of this corner. In order to be able to still accommodate that plan, staff will require the applicant to continue those utilities through the property to the east when they apply for site plan approval. The applicant has been made aware of this and has updated the concept plan to reflect these utilities going through the north-east portion of the property. The applicant was required to hold a neighborhood meeting prior to applying for the rezone. 44 residents attended the meeting. The Planning Commission voted 3-3 on a motion to recommend approval of the proposed rezone which resulted in no recommendation being made to the City Council.

Mrs. Lauret inquired if this was a 24-hour operation, if not what times they would be open. Mr. Nate Houston responded they would not be open 24 hours. He believes they would be open until 10-11pm and open again about 5-6am.

Mayor Brunst inquired as to the brand of the gas station and what the plans were for the power lines. Mr. John Jensen responded the power poles are inside the Geneva road intersection re-design and anticipate those would be moved. The brand they operate under is the Eagle brand. They would provide both gas and diesel fuels and this location but would not service the large diesel trucks just personal vehicles.

Mr. Lambson stated that UDOT and Provo needs to sign off on this and inquired as to where they are at in that approval. Mr. Bench responded that both Provo and UDOT has reviewed the proposal and has both reserved the right to approve it once they review the official site plan.

General review of the surrounding zoning, current properties and possible future plans ensued.

Mr. Macdonald inquired if this was a zone change that was being requested and why the Planning Commission split their vote. Mr. Bench stated they do fit within the current zoning if they stay with the current site plan. The Planning Commission split the vote in hopes it would make them stay with the proposed plan, staff is in support of the presentation. General discussion ensued regarding the surrounding current zoning.

Mr. Clark addressed the Council stating when this development approached the city about proposing a gas station in this location, staff shared with them that this would be a difficult feat if they were to build a standard gas station. Staff worked with them regarding items that would affect the surrounding neighborhood. They went back with staff's recommendations and produced a proposal that addressed those issues and made it fit the residential area. In order to address some of the issues they would propose a development agreement.

Mr. Sumner inquired about electric signage that would affect the neighbors. Mr. Bench indicated right now there are no signs proposed they may be allowed an electronic sign and the city would require they be dimmed prohibiting direct glare into the neighborhoods. Mr. Ed Axley stated they are in favor of a development agreement that would tie them down to some of the requirements of the City Council.

Mr. Spencer inquired about a fence around the property with residential properties behind this area. Mr. Bench stated they already require a 7-foot masonry wall.

Mayor Brunst opened the public hearing at 7:00 p.m.

DRAFT

1 Written public comments that were submitted for Item 9.3 are attached to the end of the minutes
2 in their entirety.

3
4 Call in Comments:

5
6 Mr. Ed Axley is president of Davies Design Build which is the developers of this project and lives
7 a half a mile from the proposal. He stated during the neighborhood meeting they felt there was
8 support for this project and felt it was favorable enough to move forward. During the Planning
9 Commission meeting they were taken by surprise when there were more that voiced their concerns
10 against this project. Since then they have re-canvassed the neighborhood and have had several
11 residents change their opinions and are in favor of this project due to misinformation they
12 previously received. They feel this is the best facility to go in this location and he feels they are
13 the best candidate to build on this location. The new homes to the rear were not built at the time
14 of the neighborhood meeting, he was told there was a letter written to each buyer notifying them
15 that an application had been made for a proposed gas station at that location.

16
17 Mr. Don Bahr owns the property across from this proposal and was not initially for the apartments
18 or the project called The Fields but since those projects have been completed, he feels it makes
19 sense to have this type of service in the proposed location.

20
21 Hearing no further comments Mayor Brunst closed the public hearing at 7:13 p.m. and brought the
22 item back to the City Council for further discussion.

23
24 Mr. Macdonald asked Mr. Bench to review other projects that are in that area and how the gas
25 station would fit into the current location. Mr. Bench reviewed the overall general plan and what
26 was designated as community commercial.

27
28 Mayor Brunst stated he feels this facility is needed in this area and there is a 7-foot decorative
29 cement wall that will have to be built to separate this property from the new home development.
30 He feels they have the right to develop this property as long as it meets the code of the city. He
31 feels the design is an attractive design and would like to work on a development agreement for
32 specifically the lights of the project. He is in favor and feels it would be a benefit to those in that
33 area.

34
35 Mr. Sumner stated he is concerned about the lighting based on previous projects where this was
36 the same issue. As far as the petition he feels there are several that are not in the Orem boundaries
37 and should not count towards the count of those that are in favor. Mr. Bench stated they do have
38 standards the applicant will have to comply with and agrees that it would be beneficial to have a
39 development agreement addressing the lights and what would be acceptable.

40
41 General discussion ensued regarding lighting

42
43 Mr. Earl indicated that if the City Council would like to have a development agreement it would
44 need to be approved and signed prior to approval of the zone change. He also stated there are
45 somethings they may or may not be able to restrict. Discussion continued as to what the City
46 Council would like to address in the development agreement.

47
48 **Mayor Brunst moved** to continue the item to Amend Article 22-5-3(A) and the zoning map of

DRAFT

the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road to the next regularly scheduled City Council meeting of December 8, 2020. Mrs. Lauret **seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed**.

PUBLIC HEARING

ORDINANCE – Amending portions of Section 22-24-2 The Hub District (HD) zones of the Orem City Code pertaining to enacting the Edge zone adjacent to University Parkway and modifications to the overall height requirement and permitted uses in the Edge zone and other amendments including enacting Sections 22-24-2(J) Sidewalks and Landscaping and 22-24-2(K) Alternate Development Standards for the HD-E Zone. In addition, amending Section 22-5-3(A) and the zoning map of the City of Orem by rezoning portions of the properties located generally at 314 East University Parkway, 212 East University Parkway and 1315 South State Street from the HD zone to the HD-Edge zone.

Mr. Bench stated the Development Services Department requests the City Council amend portions of Section 22-24-2 pertaining to the Hub District (HD) zone. One of the main purposes of the proposed amendments is to create a new Edge zone within the Hub District. The proposed Edge zone would be in three general locations adjacent to University Parkway with a depth of 200 feet from the back of the sidewalk creating an area for retail uses with no minimum height requirement. The HD Core zone currently requires a minimum height of three stories for new structures. This makes it difficult for certain new retail uses such as restaurants to develop adjacent to University Parkway. Because the properties adjacent to University Parkway are highly desirable for retail uses, staff believes that eliminating the three story height requirement for certain retail uses along the frontage of University Parkway would strengthen the City's retail sales tax base and promote economic growth in this area. Staff proposes the creation of the HD-Edge zone in certain areas along the frontage of University Parkway. The Edge zone would not have a minimum height requirement of three stories as is required in the HD-Core zone. Uses in the Edge zone would be limited to retail uses to ensure that the City maximizes the retail opportunities along the University Parkway corridor. The new Edge zone will also help property owners to develop retail pad sites adjacent to University Parkway without compromising existing leases with the big box tenants behind which often have provisions in their leases limiting the height of structures that may be located in front of them. The proposed amendments also include updating setback requirements for parking lots adjacent to the street. A minimum six foot (6') landscaped setback would be required from the back of the sidewalk when adjacent to parking stalls, drive aisles or drive thru stacking lanes. The proposed new Sections 22-24-2(J) and 22-24-2(K) will clarify sidewalk and landscaping requirements as well as alternatives in developing in the Edge zone. In addition to the ordinance amendments, the Development Services Department requests the City Council rezone the properties located generally at 314 East University Parkway, 212 East University Parkway and 1315 South State Street from the HD-C (Core) zone to the HD-E (Edge) zone as shown on the proposed map. The Development Services Department held a neighborhood meeting through Zoom on October 22, 2020 at 5:50 p.m. with two individuals plus City staff in attendance. The two attendees made positive comments regarding the proposed changes. They represented property within the proposed Edge zone.

DRAFT

1 Mr. Callister owner of Carillon Square stated one concern he has is that it would restrict the uses
2 in the Edge District to specifically retail. They are currently working with a current tenant that is
3 not a retail store but they provide services. Mr. Bench indicated he does not feel there would be
4 an issue to include the SLU code 6510 (medical, dental and health services) in the Edge Zone that
5 would continue to allow that type of business. Future uses other than what is mentioned, would
6 need to come to the Council for approval and change.

7
8 Mr. Earl indicated that in making this change they wanted to keep this narrow corridor area for
9 retail. He feels that once they open this up to non-retail use, you lose the rational of not allowing
10 all non-retail use.

11
12 Mr. Davidson stated they need to be mindful of the historical benefit that has been University
13 Parkway to the city, in times past and in time future. If we are going to make modifications along
14 that parkway and change the nature of the parkway then it has very broad implications into the
15 future as related to our success as retail destination of the County. His urging would be
16 consideration of that has been our heritage, let's not undermine our heritage in the future and
17 undermine our ability to remain a prominent retail destination in the county.

18
19 General discussion continued regarding the uses in the proposed area and the current tenant of
20 Carillon Square.

21
22 Mayor Brunst opened the public hearing at 7:46 p.m. Hearing no public comments, the Mayor
23 closed the public hearing and brought the item back to the City Council for further discussion.

24
25 **Mayor Brunst moved** to Amending portions of Section 22-24-2 The Hub District (HD) zones of
26 the Orem City Code pertaining to enacting the Edge zone adjacent to University Parkway and
27 modifications to the overall height requirement and permitted uses including use SLU code 6510
28 in the Edge zone and other amendments including enacting Sections 22-24-2(J) Sidewalks and
29 Landscaping and 22-24-2(K) Alternate Development Standards for the HD-E Zone. In addition,
30 amending Section 22-5-3(A) and the zoning map of the City of Orem by rezoning portions of the
31 properties located generally at 314 East University Parkway, 212 East University Parkway and
32 1315 South State Street from the HD zone to the HD-Edge zone. **Mr. Spencer seconded** the
33 motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald,
34 Terry Peterson, David Spencer, and Brent Sumner. The motion **passed**.

35 36 37 CITY MANAGER INFORMATION ITEMS

38
39 The City Manager had no additional Information Items to share.

40 41 42 ADJOURNMENT

43
44 **Mr. Peterson moved** to adjourn the meeting. **Mr. Spencer seconded** the motion. Those voting
45 aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David
46 Spencer, and Brent Sumner. The motion **passed**.

DRAFT

1 The meeting adjourned at 7:51 p.m.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

DRAFT

7. Personal Appearances

Jennifer Nelson, Timothy Keller, Kim Strasburg, Scott and Kristina Lybbert, Patricia Conrad, Laurel Smith, April Johnson, Brad McIntyre, Leon and Darlie Hunsaker, Janet Alvarez, Evie Forsyth, Wendy Smith, Kay Smith, Erin Soter. Representing Friends of the Orem Hillcrest Park (500+ members and growing)

To the Mayor and Councilmembers,
Orem City's acquisition of the Hillcrest Elementary School property is a once in a lifetime opportunity to add centrally located greenspace to our city's landscape. It also has the potential to benefit a large proportion of our city's population who currently have extremely limited access to greenspace. During the last City Council meeting, Councilmember Tom Macdonald voiced concern about Orem's citizens being like kids on Christmas with pie-in-the-sky expectations for the park. We would respectfully counter and say we should be like kids at Christmas! This is an amazing, exciting opportunity and it would be a shame to not recognize it as such! Now, does this mean that we as citizens should get all of the pie-in-the-sky amenities at this park? No! We realize that there are fiscal constraints. However, preserving all nine acres with the bare minimum cost if needed now so that amenities could be added later as funds become available is a much preferable option than to sell a large proportion of the acreage. The sale and the finality of the loss of this land would be a short-sighted decision. We have the chance to create a large space that generations of citizens will enjoy. We humbly ask that the city refrain from selling part of the acreage even if this means that the park may not have as many amenities. Preservation of all nine acres as green space should be the highest priority. Orem has a great track record of encouraging the growth of businesses in our community. In this case, please refrain from making the best business decision in terms of dollars and cents but instead make the decision that will have the greatest benefit for the current and future families of Orem. We can't think of a better way to honor our city slogan "Family City USA" than creation of the full nine-acre Hillcrest Park.

Dave Busath

Where would the 10-million gallon tank be placed in Orem Community Park?

9.1 PUBLIC HEARING /RESOLUTION - Community Development Block Grant (CDBG) Projected Use of Funds for CARES ACT CDBG-CV funding

None

9.2 PUBLIC HEARING/ORDINANCE - Amending Standard Land Use Automobile Repair to Automobile Repair (Mechanical Only)

None

9.3 PUBLIC HEARING/ORDINANCE – Zone Change of approximately 2.16 acres at approximately 2000 South Geneva Road

DRAFT

Nate Houston

Mayor and Council Members: Thank you for your time and willingness to consider my below message in regard to the zoning of 2000 South and Geneva Road. I have been directly working with Davies Design Build as the operating partner for convenience stores, gas stations and QSR food establishments. We currently operate in Utah and Colorado markets. My business as a retail and fuel operator began in 2014 in Panguitch, UT. Prior to 2014, my time was spent managing the operations finance team for an ultra-low-cost carrier airline and was a CPA with Deloitte prior to the airlines. This letter is specific to the environment concern discussed in the Planning Commission meeting held on 10/27/2020.

New gas station construction is very differently than construction completed 10+ years ago.

Below are some of the methods and equipment we use to ensure environmental compliance, which is synonymous with our success as operators and investors.

1. Underground storage tanks (UST): new installs have multiple options to provide continuous monitoring of an environmental release. This is completed through Interstitial Monitoring, which means the USTs have sensors between the exterior shell of the UST and the fuel holding tank of the UST. These alerts are instant when the sensor is triggered (see page 4-5).

2. Automatic Tank Gauging (ATG - Inventory monitoring): this provides automatic inventory monitoring vs manual sticking the tank (like a dip stick on car oil). This is implemented at all our sites that have USTs. The tank readings flow directly to our IT system and allow us to automatically monitor inventory and identify any variance in fuel gallons (see page 3).

3. Statistical Inventory Reconciliation (SIR): this is a method of statically tracking fuel inventory to monitor if an environmental release may be taking place. The IT system we use in connection with the ATG make this an automated process within our business (see page 6).

4. Electronic Line Leak Detection: This piece of equipment actively tests the fuel lines in the ground on a regular basis. Example: 3 people are pumping on the unleaded line, when the final fueler hangs up the nozzle, the electronic line leak detection will engage and pressurize the line. If pressure is lost there will be an automatic stop to that fuel line that would need to be addressed before that line can pump more fuel. This testing can be completed every time a fueling events is finalized (i.e. after 30 seconds of no fuel flow, the test will begin).

5. Double Walled Flex Fuel Piping: If there is a leak in the main pipe, it is released into the exterior piping and the pressure will push it back to a sump containment. This release would be noted through a sensor that identifies liquid in the sump containment or an A/B inspection. Many older sites may have single walled piping, which could result in a line leak directly into the earth (see page 9).

6. Under dispenser containment (UDC) and sump pump containment will be installed to separate fueling equipment from any direct ground contact, providing an additional layer of environmental protection.

7. A/B Operator Monthly Inspections: This inspection includes evaluation of the entire fueling system and documenting it for the state and internal records.

8. Tank tightness testing & pipe tightness testing: this is required by the state each year, we have a good relationship with our contacts at DEQ and have a great track record of compliance.

9. Vapor recovery at delivery: Deliveries should all have vapor recovery. If we witness a delivery without vapor recovery, we will stop the delivery personnel and request that they implement it. We will then report the event to the company's dispatch group.

The above items are not exhaustive but are part of the core items ensuring that our environmental risks are aligned with our investment risk.

The financial risk we expose ourselves to if we are negligent concerning the environment would eliminate any investment benefit and no operator that cares about their patrons, business and

DRAFT

investors would allow this to happen.

Truett Chamberlain

I work for Berkshire Hathaway Commercial Real Estate in Utah. I, along with my business partner (Cassidy Baum, cc'd to this email), represent the sellers and the buyer/developer for the two parcels of land on the Orem/Provo border where 2000 South meets Geneva Road. These properties are being proposed to turn into a gas station.

Below is a list of our clients in respect to this email:

Seller = The Lloyd Taylor Living Family Trust (the family representatives are Lane Taylor and Cyndy Butler). They own 1.24 acres located at [1981 S Geneva Rd Orem, UT 84058](#) with the parcel number 19:036:0116

Seller = Donald "Kent" Roberts. He owns .96 acres located at [868 W 2000 S St Orem, UT 84058](#) with the parcel number 19:036:0053

Buyer/Developer = Davies Design Build / Axley-Way Investments located at [240 N 1200 E, Lehi, UT 84043](#).

In preparation for tonight's city council meeting at 6 PM, my business partner and I gathered signatures from as many people as we could who live/work within 1 mile of the properties. Attached you will see a copy of the petition along with renderings of the proposed gas station. To the left of each signature is a description of where the signers live/work. Please note that we were unable to talk to everyone within the 1-mile radius due to residents/employees not being home/at work or for lack of time to talk to everyone.

We were able to collect 204 signatures from those wanting a gas station to be located on the North-East corner of 2000 South and Geneva Road. Those who signed all agree that a gas station on the aforementioned corner would benefit their neighborhood.

We look forward to tonight's meeting and feel free to use this petition however you see fit during the meeting. I will be in attendance during the zoom meeting if there are any questions you might have in respect to the petition. (Petition emailed to City Council 11/10/2020)

Canon Jensen

I currently work for Davies Design Build, live in Orem somewhat close to the subject property, and am voter. I am sending this comment as a resident who truly would like a convenience store closer. While it may be hard to believe, I am NOT sending this comment because I am an employee with the applicant. No one has asked me to send this. I personally would enjoy having this gas station mainly because it would be much closer to my home than any other gas station. I am also currently going to school and having this gas station on the subject property would benefit many students due to the large number of them that live on our side of town that do not have a gas station very close to where they live. Lastly, I understand the concerns that others may have about having this gas station, but I do not take in consideration those that do not leave a name or some kind of identification with their comments during your meeting. (Mostly due to the fact that one person could easily spam your inbox with multiple comments against the project from another area or not from Orem). Thank you for listening to my comments and I understand if my job at Davies Design Build minimalizes the things I have said.

Tanner Nordstrom

My name is Tanner Nordstrom. I live approximately 650 feet from the proposed gas station. The letter I submitted to the planning commission captures our community concerns and desire to NOT live by a gas station. Please hear and value the voices of us who will be negatively impacted by a developer looking to get rich with no negative impact to their quality of life. We

DRAFT

1 are not opposed to change; we are not opposed to a commercial building on that corner. We ARE
2 opposed to living by a gas station. The planning commission did a great job hearing our concerns
3 and reference checking the bogus comments the developer tried to sneak into the meeting in
4 support of the gas station, please trust in their decision to not recommend this rezoning.
5
6

7 [Dave Busath](#)

8 This is the beginning of development related to the Orem Temple. How does the City think it
9 will affect future development, traffic to/from the Temple, and traffic to/from the Utah Autism
10 Academy?
11

12 **9.4 PUBLIC HEARING /ORDINANCE – Amending portions of** 13 **Section 22-24-2 The Hub District (HD) zones**

14 None
15

DRAFT

CITY OF OREM
SPECIAL CITY COUNCIL MEETING
56 North State Street Orem, Utah
November 13, 2020

*This meeting was held electronically
to allow Councilmembers and Staff to participate.*

12:00 P.M. SPECIAL SESSION – VIA Zoom

CONDUCTING

Mayor Richard F. Brunst

ELECTED OFFICIALS

Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, 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; Joshua Adams, Police Chief; Ryan Clark, Development Services Director; Charlene Crozier, Library Director; Chris Tschirki, Public Works Department Manager; Brandon Nelson, Finance Department Manager; Karl Hirst, Recreation Department Manager; JoD'Ann Bates, City Recorder; and Jackie Lambert, Deputy City Recorder

CALL TO ORDER

Mayor Brunst read the following to begin the meeting:

“Pursuant to Mayor Richard F. Brunst's Proclamation dated November 1, 2020, the Special Orem City Council meeting on November 13, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Written comments will be accepted before and during the meeting. All written comments received will be entered into the record and forwarded to each City Council member for review. Written comments will also be read aloud during the live meeting when required by law or when time permits. As technology permits, the City Council may also accept oral comments. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.”

SCHEDULES ITEMS

ORDINANCE – Enacting Section 9-2-15 of the City of Orem Code related to Targeted Residential Picketing

The City had recently seen groups of individuals gathering to picket and protest outside the homes of certain government officials. There had also been calls to stage even larger-scale protests and picketing in front of the homes of specific government officials with estimates of several hundred protesters expected to participate. This "targeted residential picketing" could be intimidating and threatening to the individuals who were the focus of the protests and was a serious disruption to the feeling of peace and safety that every resident was entitled to enjoy in their home.

In order to protect individuals who were or may in the future be the focus of targeted residential picketing, staff proposed the adoption of a targeted residential picketing ordinance. The proposed ordinance would make it unlawful to engage in picketing that was specifically directed at a particular residence or the occupant(s) of that residence. The U.S. Supreme Court had held that targeted residential picketing ordinances were legal and did not violate the First Amendment. Individuals would still be able to exercise their First Amendment right to protest as long as they did not focus or direct their picketing toward a specific residence in violation of the ordinance.

Mr. Earl reviewed the definition of picketing. He said having protesters or picketers outside one's home could be disturbing and intimidating, may expose people to unwanted speech as they were a "captive audience" as it were. He said full opportunity would still exist for individuals to exercise their rights for free speech and the intention was not to suppress speech rights of any particular viewpoint. Mr. Earl said the proposed ordinance would make it unlawful to picket within one hundred (100) feet of the property line of a target house, and any violation of this section of code would be a Class B misdemeanor.

In response to a question from Mayor Brunst, Mr. Earl clarified that it was 100 feet from the property line. Mr. Macdonald asked if it was possible to extend beyond the 100 feet. Mr. Earl said going beyond that ran a greater risk that a court would see it as too restrictive and potentially unconstitutional.

Mr. Sumner said this would be a tool that public safety could use if it became necessary and was not with the intent to stop people exercising their right to free speech. Mr. Earl said that was correct, and any picketers that behaved in an inappropriate manner may be charged with disorderly conduct.

Discussion continued regarding "free speech zones" within a municipality, public sidewalks and streets as public forums, the effect within neighborhoods on those not the target of the protest, and the various tools available to the public safety officers in maintaining safety in the community. There was particular discussion on whether a physical line should be drawn at the 100 foot mark from the property line. Mayor Brunst felt the line would be needed for protesters to know where it was. Mr. Davidson said he had spoken with Chief Adams about whether it was prudent to mark

DRAFT

1 the 100 foot line. Chief Adams said his team was having conversations with the neighbors on
2 Governor Herbert's street as well as the security team in place to protect the governor. Chief
3 Adams said the goal was to educate people on what was allowed and to maintain the peace in the
4 neighborhood while still allowing people to express their viewpoints. He said drawing an actual
5 line may incite more aggression, which they wanted to avoid. They did not want to have a large
6 police presence but rather be on hand to keep everyone protected and safe.

7
8 Mr. Sumner thanked Chief Adams and his team for speaking to the neighbors individually to keep
9 them in the know, as he himself was a neighbor of Governor Herbert. Mr. Sumner said previous
10 protests in the cul-de-sac had not been violent, but there had been lots of loud noise including
11 angry, profane yelling and the blowing of air horns. Mr. Sumner said the neighbors were relieved
12 to know the police department would be there as support on Sunday.

13
14 Mr. Macdonald asked about scheduled protests the city had been made aware of; Chief Adams
15 said he was only aware of one scheduled for Sunday.

16
17 Mr. Peterson expressed concern about passing this ordinance two days before the event. He said
18 he was generally in favor of the proposed ordinance, but the timing gave him pause. Mayor Brunst
19 said that was understandable, but he felt this was an appropriate time to act and ensure safety and
20 peace for Governor Herbert and his family. In response to Mr. Peterson's question, Mr. Earl said
21 this ordinance was not targeting any one group, person, position, or viewpoint. It would apply now
22 and in the future to any protest.

23
24 **Mayor Brunst then moved**, by ordinance, to enact Section 9-2-15 of the City of Orem Code
25 related to Targeted Residential Picketing. **Mr. Sumner seconded** the motion. Those voting aye:
26 Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer,
27 and Brent Sumner. The motion **passed**.

28 29 30 **ADJOURNMENT**

31
32 **Mr. Peterson moved** to adjourn the meeting. **Mr. Peterson seconded** the motion. Those voting
33 aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David
34 Spencer, and Brent Sumner. The motion **passed**.

35
36 The meeting adjourned at 12:26 p.m.
37

2021

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
31																											

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				
30	31																										

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
S	M					S						1	2		1	2	3	4	5	6				1	2	3	4
			1	2	3	4	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
5	6	7	8	9	10	11	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
12	13	14	15	16	17	18	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
19	20	21	22	23	24	25	24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
26	27	28	29	30			31																				

NOTICE OF ANNUAL MEETING SCHEDULE
OREM CITY COUNCIL

Public Notice is hereby given that the 2021 Annual Meeting Schedule of the Orem City Council is as follows:

Regular Meeting Dates

January 12, 26

February 9, 23

March 9, 23

April 13, 27

May 11, 25

June 15, 29

July 13

August 10, 24

September 14, 28

October 12, 26

November 16

December 14

City Council meetings are held in the Orem City Council Chambers in the Orem City Center, 56 North State Street, Orem, Utah, commencing at 6:00 p.m.

The City Council will hold a work session in the City Council Conference Room prior to the regular session. Work session commencement times may vary.

If the Mayor determines that conducting a meeting in person presents a substantial risk to the health and safety of those who may be in attendance, the meeting may be held electronically with no public access to the City Council Chambers or the City Council Conference Room.

The City Council has the ability to adjust this meeting schedule as necessary.

MAYOR PRO TEM

2010 – Current

<i>Year</i>	<i>January-June</i>	<i>July-December</i>
2010	Margaret Black	Karen McCandless
2011	Brent Sumner	Carl Hernandez
2012	Mary Street	Mark Seastrand
2013	Karen McCandless	Margaret Black
2014	Brent Sumner	Hans Andersen
2015	Tom Macdonald	David Spencer
2016	Mark Seastrand	Brent Sumner
2017	Debby Lauret	Sam Lentz
2018	Tom Macdonald	Mark Seastrand
2019	David Spencer	Brent Sumner
2020		



Board, Commission & Committee Application

City of Orem

Submitted On:
November 4, 2020 12:53pm
America/Denver

Personal Information

Full Name	Karen Jeffreys
Full Address	 Orem UT 84057
Phone Number	
Email	

Boards & Commissions

What board or commission are you applying for?	Board of Adjustment
If a position on your preferred board or commission isn't available, would you like to be considered for openings on other boards or commissions?	No
Summarize why you wish to serve on a city commission and if there are areas of concern that you would like to see addressed by a city commission.	I am concerned about growth in our city and happy to help in the planning.
Please tell us a little about yourself. Also include a summary of the special skills and qualifications you have acquired from employment, previous appointments, previous volunteer work, or through other activities.	I have lived in Orem for 40 years. I am married. I have 5 children. I own a small seamstress business and I make custom wedding dresses. I have served on the Planning Commission for Orem City. I just helped enumerate the 2020 census in our community. I did that in 2010 as well. I have also served on a neighborhood planning committee for the city for the Orem Park Geneva Heights Suncrest neighborhood. I enjoy serving and am happy to help where I am needed
Signature Data	First Name: Karen Last Name: Jeffreys Email Address: 



Board, Commission & Committee Application

[REDACTED]

Full Name	Leslie Nelson
Full Address	[REDACTED] Orem UT 84057
Phone Number	[REDACTED]
Email	[REDACTED]
What board or commission are you applying for?	Board of Adjustment
If a position on your preferred board or commission isn't available, would you like to be considered for openings on other boards or commissions?	Yes
Summarize why you wish to serve on a city commission and if there are areas of concern that you would like to see addressed by a city commission.	I love this city, and I'm happy to serve as requested. I'd like to see a reasonable solution to our growing population that would allow students and singles to live here affordably.
Please tell us a little about yourself. Also include a summary of the special skills and qualifications you have acquired from employment, previous appointments, previous volunteer work, or through other activities.	I've lived in Orem since 1980. I'm married and have four fabulous sons. I'm the founder and president of Sendsations, Inc., which is located in Orem. In the course of my professional activities, I've had experience with contracts, negotiations, and mediation.

Please upload your
resume.

Signature Data

Name: First Name: Leslie Last Name: Nelson
Email: Email Address [REDACTED]

Leslie Nelson



Board, Commission & Committee Application

City of Orem

Submitted On:
November 4, 2020 2:20pm
America/Denver

Personal Information

Full Name	Marisa Bentley
Full Address	Orem UT 84057
Phone Number	
Email	

Boards & Commissions

What board or commission are you applying for?	Planning Commission
If a position on your preferred board or commission isn't available, would you like to be considered for openings on other boards or commissions?	No
Summarize why you wish to serve on a city commission and if there are areas of concern that you would like to see addressed by a city commission.	I was suggested to the planning commission by Kena Mathews. I love the city of Orem & have been a lifelong resident. I would love to see it continue to grow & prosper.
Please tell us a little about yourself. Also include a summary of the special skills and qualifications you have acquired from employment, previous appointments, previous volunteer work, or through other activities.	I have been an active Realtor since 2005, though I was licensed in 2000. I have had the opportunity to serve two terms on the Board of Directors of our local association, Utah Central Association of Realtors. I was also a member of the state Board of Directors while serving as the Chair & Vice-Chair of the Grievance Committee for the Utah Association of Realtors. I was appointed to the Grievance Committee & have been serving there since 2013. I was appointed to serve on the Board of Trustees for the Utah Central Association of Realtors from 2011-2013. In addition to my service with the Board of Realtors, I have also served in several capacities for the Utah County Chapter of the Women's Council of Realtors, including Chapter President & have been a member since 2009. I also had the opportunity to work with United Way on their Housing Solutions Workgroup for several years.
Please upload your resume.	https://seam.ly/Ufgl3jS0 Resume.pdf
Signature Data	First Name: Marisa Last Name: Bentley Email Address:

Marisa C Bentley

Signed at: November 4, 2020 3:20pm America/Denver



Board, Commission & Committee Application

City of Orem

Submitted On:
November 2, 2020 5:15pm
America/Denver

Personal Information

Full Name	Laurel Smith
Full Address	 Orem UT 84097
Phone Number	
Email	

Boards & Commissions

What board or commission are you applying for?	CDBG Advisory Commission
If a position on your preferred board or commission isn't available, would you like to be considered for openings on other boards or commissions?	Yes
Summarize why you wish to serve on a city commission and if there are areas of concern that you would like to see addressed by a city commission.	I would like to serve by being on city commission to be more involved and invested in my community. I feel that as a city and community we need to address the ongoing needs of our citizens regarding health,safety and education.
Please tell us a little about yourself. Also include a summary of the special skills and qualifications you have acquired from employment, previous appointments, previous volunteer work, or through other activities.	I currently work at Wasatch Behavioral Health as a school based services case manager. I am married, have two four legged children (dogs) and am also the proud guardian of a disabled adult who lives in Orem at Mesa Vista. I am currently enrolled in the part time three year program at USU for a MSW degree.
Please upload your resume.	https://seam.ly/dhbGyc4V LSmithResume.docx
Signature Data	First Name: Laurel Last Name: Smith Email Address:

Laurel AH Smith

Signed at: November 2, 2020 6:15pm America/Denver



Board, Commission & Committee Application

City of Orem

Submitted On:
October 27, 2020 4:40pm
America/Denver

Personal Information

Full Name	Miguel Echeverria
Full Address	[REDACTED] [REDACTED] Orem UT 84057
Phone Number	[REDACTED]
Email	[REDACTED]

Boards & Commissions

What board or commission are you applying for?	CDBG Advisory Commission
If a position on your preferred board or commission isn't available, would you like to be considered for openings on other boards or commissions?	Yes
Summarize why you wish to serve on a city commission and if there are areas of concern that you would like to see addressed by a city commission.	As a minority with my Hispanic Backgroud. I'll like to learn more on every level of the City to educated and help our comunty.
Please tell us a little about yourself. Also include a summary of the special skills and qualifications you have acquired from employment, previous appointments, previous volunteer work, or through other activities.	I had been voluntarily participating on different non profit events to help our Hispanic community Also created multiple cultural event to show our Utah county some of the culture that has been moving to Utah on the past 20 years. I'm current National Account manage for an employment Agency Proving Job opportunity for our Utah community.
Signature Data	First Name: Miguel Last Name: Echeverria Email Address: [REDACTED]



Signed at: October 27, 2020 4:40pm America/Denver

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE OREM CITY COUNCIL CONSENTING TO
THE REDEVELOPMENT AGENCY OF THE CITY OF OREM'S
TRANSFER OF \$1,292,485.00 FROM REDEVELOPMENT PROJECT
AREA #85-03-A TO THE CITY OF OREM FOR THE PURCHASE OF
THE HILLCREST ELEMENTARY SCHOOL PROPERTY.

WHEREAS, the Redevelopment Agency of the City of Orem (the "RDA") created Redevelopment Project Area #85-03-A on October 22, 1985; and

WHEREAS, the former Hillcrest Elementary School property (the "Hillcrest Elementary Property") is located within the boundaries of Redevelopment Project Area #85-03-A; and

WHEREAS, the City of Orem leases a portion of the Hillcrest Elementary Property from Alpine School District to operate Hillcrest Park; and

WHEREAS, the City of Orem would like to acquire the existing Hillcrest Park property and to improve and increase the size of Hillcrest Park; and

WHEREAS, the City of Orem entered into an Earnest Money Offer to Purchase and Real Estate Purchase Contract with Alpine School District to purchase the Hillcrest Elementary Property from Alpine School District (the "REPC"); and

WHEREAS, a copy of the REPC is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Final Plan for Redevelopment Project Area #85-03-A (the "Final Plan") authorizes the RDA to pay for any improvement within the Project Area for itself or for any public entity to the extent the improvement would be of benefit to the Project Area, and authorizes the RDA to install and construct, or cause to be installed and constructed, parks, playgrounds and landscaped areas; and

WHEREAS, U.C.A. §17C-1-409(1)(a)(iii)(D) authorizes the RDA to pay for "the value of the land for and the cost of the installation and construction of any publicly owned building, facility, structure, landscaping, or other improvement within the project area from which the project area funds are collected"; and

WHEREAS, the RDA intends to transfer \$1,292,485.00 to the City of Orem to assist the City of Orem in purchasing the Hillcrest Elementary Property; and

WHEREAS, U.C.A. §17C-1-409(1)(c) requires a community legislative body's consent before an RDA transfers money to the community to pay for public improvements within the Project Area.

DRAFT

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

1. The Orem City Council finds that that the City of Orem's purchase and development of the Hillcrest Elementary Property for the operation, expansion and improvement of a public park, and for other possible uses that are consistent with the Final Plan, benefits Redevelopment Project Area #85-03-A.
2. The Orem City Council consents to the transfer of \$1,292,485.00 from the RDA to the City of Orem for the purchase of the Hillcrest Elementary Property pursuant to the REPC.
3. All resolutions and policies in conflict herewith are hereby repealed.
4. This Resolution shall take effect immediately upon passage.

PASSED and APPROVED this **8th** day of **December**, 2020.

City of Orem

By: Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

CITY COUNCIL MEMBERS	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

EARNEST MONEY OFFER TO PURCHASE and REAL ESTATE PURCHASE CONTRACT

The City of Orem submits this Earnest Money Offer to Purchase and Real Estate Purchase Contract to Alpine School District pursuant to U.C.A. §53G-4-902(4)(a)(ii).

EARNEST MONEY DEPOSIT

On this 2nd day of September, 2020 ("Offer Reference Date") the City of Orem ("Buyer") offers to purchase from Board of Education Alpine School District ("Seller") the Property described below and simultaneously delivers to Seller an Earnest Money Deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in the form of a wire transfer to Utah First Title Company (per Seller's directive). The Earnest Money Deposit will be held in trust by Utah First Title and distributed as set forth in this Earnest Money Offer to Purchase and Real Estate Purchase Contract ("REPC").

OFFER TO PURCHASE

PROPERTY: All of the former Hillcrest Elementary School property (approximately 9.33 acres), including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, City of Orem, County of Utah, State of Utah, Zip 84097 Serial Numbers: 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035 (the "Property"). The Property includes a cell tower lease which shall be assigned to Buyer at Settlement. Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

- 1.1 Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

- 1.2 Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of

the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify)

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

- 1.3 Excluded Items.** The following items are excluded from this sale: N/A

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

- 2.1 Payment of Purchase Price.** The Purchase Price for the Property is \$ 5,605,000. The Purchase Price consists of two components: (1) \$5,255,000.00 for the purchase of the Property, excluding the assignment of the cell tower lease. The \$5,255,000.00 portion of the Purchase Price is the average of Seller's and Buyer's appraisals of the Property excluding the value of the cell tower lease, and was suggested by Seller as the Purchase Price pursuant to an email to Buyer dated August 18, 2020; and (2) \$350,000.00 for the assignment of the cell tower lease, provided that the cell tower lease is in full force and effect and as represented by Seller.

If Seller disagrees with the \$350,000.00 valuation of the cell tower lease, Buyer agrees to pay Seller the amount specified in an independent appraisal of the value of the cell tower lease. The independent appraisal will be based on the terms and commitments set forth in the cell tower lease. The independent appraisal would be conducted by an appraiser agreed upon by the parties and the parties would share (50/50) the cost of the appraisal. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ 25,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally nonrefundable.
 \$ N/A (b) **Additional Earnest Money Deposit** (see Section 8.4 if applicable)
 \$ N/A (c) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
 \$ N/A (d) **Seller Financing** (see attached Seller Financing Addendum)
 \$ 5,580,000.00 (e) **Balance of Purchase Price in Cash at Settlement**
 \$ 5,605,000.00 **PURCHASE PRICE. Total of lines (a) through (e)**

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
 3.2 **Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.
 3.3 **Possession.** Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Recording; ☐ _____ Hours after Recording; ☐ _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 **Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.
 4.2 **Special Assessments.** Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:
☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain)
 The provisions of this Section 4.2 shall survive Closing.
 4.3 **Fees/Costs/Payment Obligations.**
 (a) **Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process.

Settlement/Closing costs shall be split equally between Seller and Buyer. The provisions of this Section 4.3(a) shall survive Closing.

(b) **Rental Deposits/Prepaid Rents.** Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) **HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)**

The provisions of this Section 4.3(c) shall survive Closing.

(d) **Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) **Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) _____, represent(s) ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage _____, represents ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____

Buyer's Agent(s) N/A _____, represent(s) ☐ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): _____

Buyer's Brokerage _____, represents ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: _____

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) **Long-Term Lease or Rental Agreements.** Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
 - (l) Other _____ (specify)

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☒ **No Financing Required.** Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$_____ of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ N/A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as

the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. **ADDENDA.** There ☐ ARE ☒ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ Addendum No. _____ ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum
☐ Other (specify) _____.

10. **HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

- 10.1 **Home Warranty Plan.** A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$ _____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.
- 10.2 **Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.
- 10.3 **Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. **FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.** No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. **CHANGES DURING TRANSACTION.** Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

- 12.1 **Alterations/Improvements to the Property.** No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.
- 12.2 **Financial Encumbrances/Changes to Legal Title.** No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.
- 12.3 **Property Management Agreements.** No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.
- 12.4 **Long-Term Lease or Rental Agreements.** No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.
- 12.5 **Short-Term Rental Bookings.** If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. **COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. **MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: ☐ SHALL ☒ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. **DEFAULT.**

16.1 **Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 **Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. **ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. **NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. **NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. **INSURANCE & RISK OF LOSS.**

20.1 **Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 **Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b)

the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such nonparty.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>30 days from Acceptance</u>	(Date)
(b) Due Diligence Deadline	<u>60 days from Acceptance</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>90 days from Acceptance</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on September 28, 2020 (or at such later date as may be required by Seller for this REPC to be considered at a regularly scheduled meeting of the Board of Education) (Date), this offer shall lapse; and Utah First Title Company shall return any Earnest Money Deposit to Buyer.

[Signature]
(Buyer's Signature)

9/02/2020
(Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

N CHECK ONE:

[] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[X] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1.

[] **REJECTION:** Seller rejects the foregoing offer.

[Signature] 9 SEP 2020 10:00 AM
(Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time)

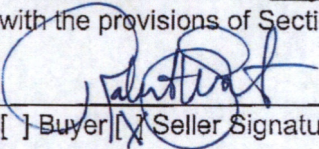
THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

ADDENDUM NO. -1-
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2nd day of September, 2020 including all prior addenda and counteroffers, between City of Orem as Buyer, and Alpine School District as Seller, regarding the Property located at Hillcrest Elementary School (approximately 9.33 acres) including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, Orem Utah. Parcel # 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035. The following terms are hereby incorporated as part of the REPC:

1. This offer from the City of Orem is subject to approval at an open public meeting held by the Alpine School District Board of Education.
2. Seller is represented by Jim Hathorne, Principal Broker for Aspen Real Estate & Development LLC Telephone # 801-377-0400. E-mail Jimh@aspenre.com
3. Seller and Buyer are only responsible for payment of any commissions or fees to their own respective agents or representatives.
4. Utah First Title Company contact is Greg Atkins: 801-226-8824 - grega@utahfirsttitle.com File #35043
5. If during the first 15 years of ownership, the Buyer changes zoning and or sells the property, the Buyer agrees to remit half of any increased value or proceeds received due to the rezone or sale of the property to Alpine School District in a timely manner.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on September 16, 2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

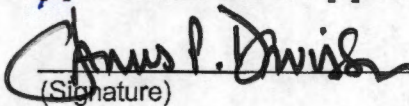
 9 SEP 2020 2:30 PM
[] Buyer [X] Seller Signature (Date) (Time) [] Buyer [] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ COUNTEROFFER: ☐ Seller ☒ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2.

 9/16/2020 11:30 AM
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of September 2, 2020, including all prior addenda and counteroffers, between City of Orem as Buyer, and Alpine School District as Seller, regarding all of the former Hillcrest Elementary School property (approximately 9.33 acres), including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, City of Orem, County of Utah, State of Utah, Zip 84097 Serial Numbers: 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035 (the "Property"). The following terms are hereby incorporated as part of the REPC:

1. Buyer accepts terms numbered 1, 2, 3 and 4 in Seller's Counteroffer dated September 9, 2020, which Counteroffer is designated as Addendum No. -1- to Real Estate Purchase Contract ("Addendum 1").
2. Buyer rejects term number 5 in Addendum 1, as it exceeds the requirements of Utah law. Buyer commits to comply with the requirements of Utah law regarding the Resale of Surplus School District Property (U.C.A. §53G-4-903).

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 5:00 ☐ **AM** ☒ **PM** Mountain Time on September 30, 2020 (or at such later date as may be required by Seller for this REPC and Addenda to be considered at a regularly scheduled meeting of the Board of Education), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse, although Buyer does not agree to forfeit its statutory or contractual rights to purchase the Property.

James P. Davis 9/16/2020 11:30 AM
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION CHECK

ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature)
(Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

**ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of September 2, 2020, including all prior addenda and counteroffers, between City of Orem as Buyer, and Alpine School District as Seller, regarding all of the former Hillcrest Elementary School property (approximately 9.33 acres), including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, City of Orem, County of Utah, State of Utah, Zip 84097 Serial Numbers: 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035 (the "Property"). The following terms are hereby incorporated as part of the REPC:

1. Buyer accepts terms numbered 1, 2, 3 and 4 in Seller's Counteroffer dated September 9, 2020, which Counteroffer is designated as Addendum No. -1- to Real Estate Purchase Contract ("Addendum 1").
2. Buyer rejects term number 5 in Addendum 1, as it exceeds the requirements of Utah law. Buyer commits to comply with the requirements of Utah law regarding the Resale of Surplus School District Property (U.C.A. §53G-4-903).

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on September 30, 2020 (or at such later date as may be required by Seller for this REPC and Addenda to be considered at a regularly scheduled meeting of the Board of Education), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse, although Buyer does not agree to forfeit its statutory or contractual rights to purchase the Property.

[Signature] 9/16/2020 11:30 AM
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION CHECK

ONE:

☒ ACCEPTANCE: ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

[Signature] 9/23/2020 07:30 AM
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

RESOLUTION NO. _____

A RESOLUTION OUTLINING SUPPORT FOR THE PRESERVATION OF BRIDAL VEIL
FALLS IN ITS NATURAL STATE AS A PUBLIC AMENITY

WHEREAS, the City of Orem City Council recognizes the value of protecting and preserving elements of the natural environment of the enjoyment of residents, visitors and future generations; and

WHEREAS, the City of Orem City Council recognizes the inherit value of individuals spending time in the outdoors to connect with nature; and

WHEREAS, Bridal Veil Falls is unparalleled in its natural beauty and access for a great number of visitors; and

WHEREAS, public resources have been spent on the purchase, maintenance, and upgrading Bridal Veil Falls and the surrounding area; and

WHEREAS, Bridal Veil Falls is enjoyed year-round by the residents of the City of Orem, Utah County, and the State of Utah; and

WHEREAS, the Utah County Commission is taking public input on the preservation of Bridal Veil Falls; and

WHEREAS, the preservation of Bridal Veil Falls in its natural state for its scenic beauty for the enjoyment of this and future generations is invaluable, and any loss to access by the public will have a detrimental effect on the quality of life enjoyed by those who use and visit the area.

NOW, THEREFORE, be it resolved that we, the members of the City of Orem City Council, express our support for the preservation of Bridal Veil Falls by having the Utah County Commission place a conservation easement across the property.

PASSED AND APPROVED this 8th day of **December 2020**.

Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Brandon Nelson

Submitting Department: Finance

Item Type: Resolution

Agenda Section:

Subject:

RESOLUTION - Fiscal Year 2019-2020 Audit

Suggested Action:

The City Manager recommends the City Council, by resolution, accept the Fiscal Year 2019-2020 audit as presented.

Presenter:

Brandon Nelson and Ron Stewart

Background:

Potentially Affected Area:

Attachments:

[Audit FY 2020 - Resolution.docx](#)

RESOLUTION NO. _____

A RESOLUTION BY THE OREM CITY COUNCIL
ACCEPTING THE AUDIT FOR THE FISCAL YEAR ENDED
JUNE 30, 2020 AS COMPLETED AND PRESENTED BY
GILBERT & STEWART CPA, PC

WHEREAS; State Law requires the City of Orem complete a financial audit performed by an independent auditing firm on an annual basis; and

WHEREAS Gilbert & Stewart CPA, PC has, by contractual agreement, completed the audit for the Fiscal year ended June 30, 2020; and

WHEREAS Gilbert & Stewart CPA, PC has reviewed the completed audit with the City Council and City staff; and

WHEREAS the City Council wishes to accept the audit performed by Gilbert & Stewart CPA, PC.

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

1. The audit for the Fiscal Year ended June 30, 2020, as completed and presented by Gilbert & Stewart CPA, PC is accepted.
2. This resolution shall take effect immediately upon passage
3. All ordinances, resolutions or policies in conflict herewith are repealed.
4. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 8th day of December 2020

CITY OF OREM, by
Richard F. Brunst Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCIL MEMBERS	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Debby Lauret	☐	☐	☐
Jeff Lambson	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Brandon Nelson

Submitting Department: Finance

Item Type: Public Hearing

Agenda Section:

Subject:

PUBLIC HEARING

ORDINANCE - Amending the Current Fiscal Year 2020-2021 Budget

Suggested Action:

The City Manager recommends the City Council hold a public hearing to discuss amending the current Fiscal Year 2020-2021 Budget and, by ordinance, amend the Fiscal Year 2020-2021 Budget.

Presenter:

Brandon C Nelson

Background:

The Fiscal Year 2020-2021 City of Orem budget has many adjustments that occur throughout the fiscal year. These adjustments include grants or donations received from Federal, State, and other governmental or private entities or organizations; interest earnings on unspent 2019 G.O. Bond funds; funds for the purchase of the Hillcrest Elementary School property; insurance recoveries for two Fire Department vehicles; and appropriating surplus Water Reclamation Fund money for reconstruction of the Carterville and Springwater lift stations.

Potentially Affected Area:

Citywide

Attachments:

[Budget Amendments FY 2021 - Oct-Nov.pdf](#)

[ORD - Budget Amendments - FY 2021 - Oct-Nov 2020 - Ordinance.pdf](#)

EXHIBIT "A"
BUDGET AMENDMENTS
FISCAL YEAR 2020-2021

REVENUES

Account Number	Note	Description	Previous Budget	Current Budget
GENERAL FUND				
10-3690	3	Miscellaneous Revenues	\$ -	\$ 369,730.17
10-3698	1	Library - Donations	783.00	366,783.00
10-3995-013	1	Cont. From - Fund 73 - Orem Foundation	4,925.00	5,925.00
10-3997-010	2	App. Surp - Hillcrest Property	-	580,423.00
Total			<u>\$ 5,708.00</u>	<u>\$ 1,322,861.17</u>
Net Fund Increase				<u>\$ 1,317,153.17</u>
MAJOR CRIMES TASK FORCE (MCTF)				
25-3424-004-003	1	MCTF - Forfeitures Revenues - Federal (Justice-Safe St)	\$ -	\$ 20,000.00
Total			<u>\$ -</u>	<u>\$ 20,000.00</u>
Net Fund Increase				<u>\$ 20,000.00</u>
CIP FUND - PARKS IMPACT FEES				
43-3997-005	2	App. Surp - Hillcrest Property	\$ -	\$ 481,220.00
Total			<u>\$ -</u>	<u>\$ 481,220.00</u>
Net Fund Increase				<u>\$ 481,220.00</u>
CAPITAL IMPROVEMENT PROJECT FUND				
45-3995-001	1	Cont. From - Fund 10 - CIP - Library Hall	\$ -	\$ 366,000.00
45-3995-010	2	Cont. From - Fund 10 - Hillcrest	-	549,423.00
45-3995-011	2	Cont. From - Fund 53 - Hillcrest - 85-03a	-	1,292,485.44
45-3995-012	2	Cont. From - Fund 53- Project Reimb - 85-03b & 87-10	-	1,648,091.80
45-3995-030	1	Cont. From - Fund 72 - Friends of the Library	-	1,289.31
Total			<u>\$ -</u>	<u>\$ 3,857,289.55</u>
Net Fund Increase				<u>\$ 3,857,289.55</u>
CAPITAL IMPROVEMENT PROJECT FUND - 2019 G.O. BONDS				
47-3610	4	Interest Earnings - G.O. Bonds	\$ 22,362.90	\$ 28,350.57
Total			<u>\$ 22,362.90</u>	<u>\$ 28,350.57</u>
Net Fund Increase				<u>\$ 5,987.67</u>
WATER RECLAMATION FUND				
52-3997-010	5	App. Surp - CIP Water Rec Improvements	\$ 220,000.00	\$ 1,420,000.00
Total			<u>\$ 220,000.00</u>	<u>\$ 1,420,000.00</u>
Net Fund Increase				<u>\$ 1,200,000.00</u>
FRIENDS OF THE OREM PUBLIC LIBRARY FUND				
72-3997-004	1	App. Surp - Operations	\$ -	\$ 1,289.31
Total			<u>\$ -</u>	<u>\$ 1,289.31</u>
Net Fund Increase				<u>\$ 1,289.31</u>
OREM FOUNDATION TRUST FUND				
73-3910-004	1	Donations - Orem City	\$ 4,675.00	\$ 5,675.00
Total			<u>\$ 4,675.00</u>	<u>\$ 5,675.00</u>
Net Fund Increase				<u>\$ 1,000.00</u>
Total City Funds			<u>\$ 252,745.90</u>	<u>\$ 7,136,685.60</u>
Net City Funds Increase				<u>\$ 6,883,939.70</u>

EXHIBIT "A"
BUDGET AMENDMENTS
FISCAL YEAR 2020-2021

EXPENDITURES

Account Number	Note	Description	Previous Budget	Current Budget
GENERAL FUND				
Non-Departmental Expenditures				
10-9910-240	1	Supplies	\$ -	\$ 1,000.00
10-9910-792-002	3	Vehicle Replacement - Fire Apparatus - Insurance	-	369,730.17
10-9910-920-001	1	Cont. To - Fund 45 - CIP	-	366,000.00
10-9910-920-010	2	Cont. To - Fund 45 - Hillcrest	-	580,423.00
Total			<u>\$ -</u>	<u>\$ 1,317,153.17</u>
Net Fund Increase				<u>\$ 1,317,153.17</u>
MAJOR CRIMES TASK FORCE (MCTF)				
25-6531-250-007	1	Equipment - Forfeitures (Justice - Safet St)	\$ -	\$ 20,000.00
Total			<u>\$ -</u>	<u>\$ 20,000.00</u>
Net Fund Increase				<u>\$ 20,000.00</u>
CIP FUND - PARKS IMPACT FEES				
43-7557-710-600	2	Hillcrest Elementary Property Purchase	\$ -	\$ 481,220.00
Total			<u>\$ -</u>	<u>\$ 481,220.00</u>
Net Fund Increase				<u>\$ 481,220.00</u>
CAPITAL IMPROVEMENT PROJECT FUND				
45-6034-710-600	2	Hillcrest Elementary Property Purchase	\$ -	\$ 1,841,908.44
45-6034-720-445	1	Library Hall	-	367,289.31
45-6034-731-230	2	Future Projects	9,292,233.08	10,940,324.88
Total			<u>\$ 9,292,233.08</u>	<u>\$ 13,149,522.63</u>
Net Fund Increase				<u>\$ 3,857,289.55</u>
CAPITAL IMPROVEMENT PROJECT FUND - 2019 G.O. BONDS				
47-8015-720-306	4	Fitness Center Capital Project	\$ 10,684,531.90	\$ 10,690,519.57
Total			<u>\$ 10,684,531.90</u>	<u>\$ 10,690,519.57</u>
Net Fund Increase				<u>\$ 5,987.67</u>
WATER RECLAMATION FUND				
52-3997-010	5	App. Surp - CIP Water Rec Improvements	\$ 220,000.00	\$ 1,420,000.00
Total			<u>\$ 220,000.00</u>	<u>\$ 1,420,000.00</u>
Net Fund Increase				<u>\$ 1,200,000.00</u>
FRIENDS OF THE OREM PUBLIC LIBRARY FUND				
72-3997-004	1	App. Surp - Operations	\$ -	\$ 1,289.31
Total			<u>\$ -</u>	<u>\$ 1,289.31</u>
Net Fund Increase				<u>\$ 1,289.31</u>
OREM FOUNDATION TRUST FUND				
73-3910-004	1	Donations - Orem City	\$ 4,675.00	\$ 5,675.00
Total			<u>\$ 4,675.00</u>	<u>\$ 5,675.00</u>
Net Fund Increase				<u>\$ 1,000.00</u>
Total City Funds			<u>\$ 20,201,439.98</u>	<u>\$ 27,085,379.68</u>
Net City Funds Increase				<u>\$ 6,883,939.70</u>

**BUDGET AMENDMENTS
FISCAL YEAR 2020-2021**

NOTES

These notes are attached to the budget amendments summary to describe the amendments to the Fiscal Year 2020-2021 City of Orem Budget that have been proposed at this point in the fiscal year. Please contact Brandon C. Nelson, CPA, Finance Director, at 801-229-7010, if you have any questions or concerns.

- 1) The City receives grant or donation funds during the year to aid many different operations such as the Police Department (Major Crimes Task Force Grants) and Library (Various). These entries represent the adjustments necessary to adjust the appropriate budgets.
- 2) The City has identified various funding sources to purchase the Hillcrest Elementary School property from the Alpine School District. These budget amendment entries allow the City to properly account for the use of these various funds for this purpose.
- 3) The City received insurance recoveries for the Fire Engine destroyed by an engine fire and an ambulance involved in a traffic accident.
- 4) The 2019 General Obligation Bonds holding account earns interest on any unused funds. Thus, these additional funds need to be added to the funds available for use on the fitness center and/or library hall projects.
- 5) The Water Reclamation Fund is appropriating surplus funds for the reconstruction of the Carterville and Springwater lift stations.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY
OF OREM, UTAH, AMENDING THE FISCAL YEAR 2020-
2021 BUDGET.

WHEREAS On June 16, 2020, the City Council adopted a final budget following State law; and

WHEREAS the City Council held a public hearing on December 8, 2020, to receive input from the public regarding proposed amendments to the Fiscal Year 2020-2021 budget; and

WHEREAS the budget has been revised as deemed appropriate to accommodate unexpected revenues and expenses.

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

1. The Council hereby amends the Fiscal Year 2020-2021 Budget as shown in Exhibit "A" which is attached hereto and incorporated herein by reference.

2. The City Manager is directed to implement these budget amendments in accordance with State laws and appropriate City procedures.

3. This ordinance shall take effect immediately upon publication.

PASSED AND APPROVED this 8th day of **December 2020**.

CITY OF OREM, by
Richard F. Brunst, Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCIL MEMBERS	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Cheryl Vargas

Submitting Department: Development Services

Item Type: Public Hearing

Agenda Section:

Subject:

PUBLIC HEARING

ORDINANCE – Amending Section 22-6-9(G) Commercial Daycare Services, Section 22-6-9(H) Private Schools of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 Private Primary and Secondary Schools pertaining to commercial daycare services and private schools in a residential zone

Suggested Action:

The Planning Commission recommends the City Council, by ordinance, amend Section 22-6-9(G) Commercial Daycare Services, Section 22-6-9(H) Private Schools of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 Private Primary and Secondary Schools pertaining to commercial daycare services and private schools in a residential zone.

Presenter:

Jason Bench

Background:

Potentially Affected Area:

Citywide

Attachments:

[Agenda-CommercialDaycare.docx](#)

[Ordinance-CommercialDayCare_22-6-9\(G\).pdf](#)

[Ordinance-PrivateSchools_22-6-9\(H\)&Appendix A.pdf](#)

[Commercial Daycare - Private Schools PC Minutes 11.18.20.docx](#)

[Resolution-CommercialDaycare-Parking.docx](#)

CITY OF OREM
CITY COUNCIL MEETING
DECEMBER 8, 2020



REQUEST:	ORDINANCE —Amending Section 22-6-9(G) <i>Commercial Daycare Services</i> , Section 22-6-9(H) <i>Private Schools</i> and Standard Land Use Code 6813 <i>Private Primary and Secondary Schools</i> of Appendix A of the Orem City Code pertaining to commercial daycare services and private schools in a residential zone.
APPLICANT:	The Department of Development Services
FISCAL IMPACT:	None

NOTICES:

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

SITE INFORMATION:

General Plan Designation:
N/A
 Current Zone: **N/A**
 Acreage: **N/A**
 Neighborhood: **Citywide**

**PLANNING
 COMMISSION
 RECOMMENDATION**

7-0 for Approval

PREPARED BY:

Cheryl Vargas
 Associate Planner

REQUEST: The Department of Development Services requests the City Council amend Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* and Standard Land Use Code 6813 *Private Primary and Secondary Schools* of Appendix A of the Orem City Code pertaining to commercial daycare services and private schools in a residential zone.

BACKGROUND: Staff proposes to clarify the requirements pertaining to parking requirements for commercial daycare services and private schools located in a residential zone.

Staff proposes to establish a parking requirement for commercial daycares in residential zones based on the maximum occupancy of the facility. Staff proposes to require parking at a ratio of 0.24 parking stalls per child, plus one (1) parking stall per full time caregiver/teacher and 0.5 stalls per part time caregiver/teacher. All required parking would be required to be located on-site and no on-street parking could be counted towards the required parking.

In addition, reference to Private Schools, 22-6-9(H) has been added to the SLU Code 6813.

RECOMMENDATION: The Planning Commission recommends the City Council, by ordinance, amend Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* and Standard Land Use Code 6813 *Private Primary and Secondary Schools* of Appendix A of the Orem City Code pertaining to commercial daycare services and private schools in a residential zone.

Section 22-6-9(G)

- G. ~~Private Schools and~~ **Commercial Day Care Services (SLU Codes 6261 and 6262).** ~~Private Schools and~~ Commercial Day Care Services ~~are Commercial Day Care Services~~ are defined to include (1) Commercial Child Day Care/Preschool Facilities, and (2) Commercial Adult Day Care Facilities. Commercial Day Care Services ~~shall be allowed~~ are permitted in residential zones ~~only upon the issuance of a conditional use permit and must, at a minimum, if they~~ meet the following requirements:
1. In residential zones, Commercial Day Care Services shall only be allowed on properties adjacent to either a collector or an arterial street.
 2. A Commercial Day Care facility shall not be established within two thousand six hundred and forty feet (2640') of another Private School or Commercial Day Care facility that is located in a residential zone.
 3. Commercial Day Care Services shall comply with the site plan requirements set forth in Section 22-14-20.
 4. The entire area of the front yard setback shall be landscaped except for permitted driveways.
 5. No more than two car trips per hour shall be generated before 5:30 a.m. or after 9:00 p.m.
 6. The site plan shall be configured so that no vehicle will back out on to a dedicated street. Parking and turn-around areas shall be located in the side or rear yard unless the site includes a circular driveway.
 7. The rear yard shall be enclosed with a six-foot (6'), sight-obscuring fence. All gates shall be self-closing and self-locking.
 8. The exterior building design shall resemble a single-family residential dwelling in harmony with any neighboring residential dwelling units.
 9. A maximum of one wall sign no greater than six square feet (6ft²) in area shall be allowed ~~unless otherwise prohibited as part of the conditional use permit~~. The sign shall be designed to minimize the visual impact on surrounding properties.
 10. There shall be no exterior evidence of a business other than a permitted sign. No activities connected with the operation of the Commercial Day Care facility shall be conducted in the front yard or in a side yard adjacent to a street with the exception of parking in a permitted drive-way and use of the front entrance to enter and exit the building.
 - ~~11. All residents, visitors and employees who arrive at the facility in connection with the Commercial Day Care facility shall be legally parked on the lot occupied by the facility or on that part of the street which immediately abuts the lot.~~
 - ~~12.~~11. Commercial Day Care Facilities shall obtain a license from the State of Utah Department of Human Services, where required. Private Schools and Commercial Day Care Facilities must also obtain a business license from the City of Orem in accordance with the provisions of ~~Chapter~~HAPTER 12 prior to operating the business.
 - ~~13.~~12. Applicants for site plan approval of ~~private schools~~ Commercial Day Care Services shall submit an engineered traffic flow and parking plan showing sufficient ingress and egress, drop-off areas, traffic flow, and parking spaces so that parking ~~for school functions~~ will be contained on the site and the ~~school~~ Commercial Day Care Service will not adversely affect surrounding properties. The Planning Commission shall review the plan and based on the City Engineer's recommendations may modify the site plan and impose additional requirements in order to meet all projected needs of the site for traffic flow and parking.
 13. Parking shall be required based on the maximum occupancy of the facility. Parking shall be provided at a ratio of 0.24 parking stalls per child, plus one parking stall per full time caregiver/teacher and 0.5 stalls per part time caregiver/teacher. All required parking shall be located on site. Parking shall not be located in a required front yard setback or in a side yard setback adjacent to a street. No on-street parking may be counted towards the required parking.

Appendix A																		
SLU		R5	R6	R6.5	R7.5	R8	R12	R20	OS5/ROS	PO	C1	C2	C3	HS	M1	M2	CM	BP
6813	Private Primary and Secondary Schools - permitted* if adjacent to or across the street from a Public Primary or Secondary School <u>See Section 22-6-9(H)</u>	N	N*	N*	N*	N*	N*	N*	N*	P	P	P	N	N	N	N	N	N

Section 22-6-9(H)

H. Private ~~Primary and Secondary Schools and Commercial Day-Care Services~~ (SLU Code 6813) Private Schools (SLU Code 6813). Private Schools are defined as private (1) primary schools, and (2) secondary schools. Private schools are allowed in residential zones only (1) on property adjacent to a public primary or secondary school, or (2) on property located across the street from a public primary or secondary school where the street is an arterial or collector street. Private schools located in residential zones must also meet all of the following requirements:

1. Private Schools shall comply with the site plan requirements set forth in Section [22-14-20](#). In addition to the requirements of Section [22-14-20](#), the site plan must meet the following additional requirements:
 - a. The site plan shall be configured so that no vehicle will back out onto a dedicated street.
 - b. Parking and turn-around areas shall be located in the side or rear yard unless the site includes a circular driveway.
 - c. The site shall be designed with an on-site drop-off location with room for stacking of vehicles sufficient to accommodate the anticipated number of students.
 - d. The site plan shall include a traffic circulation and parking plan that provides adequate: (1) ingress and egress, (2) traffic flow, and (4) parking spaces so that parking for school functions will be contained on the site and the school will not adversely affect surrounding properties.

An applicant for a site plan for a private school shall obtain a traffic study prepared by a licensed engineer for the proposed site. The traffic study must demonstrate that the proposed site plan meets all of the requirements of this Section. The Planning Commission shall review the site plan and may impose additional requirements in order to meet all projected needs of the site for traffic flow and parking.

2. The entire area of the front yard setback shall be landscaped except for permitted driveways.
3. No more than two car trips per hour shall be generated by the private school before 5:30 a.m. or after 10:00 p.m.
4. A pickup and drop-off location must be located on site for students and be part of a continuous motion of traffic flow to prevent vehicles from backing out onto a public right-of-way.

5. A six foot (6') foot fence shall be installed and maintained on all parts of the perimeter of the private school property that is adjacent to property that is zoned or used for residential purposes.
6. In a residential zone, a monument sign no greater than thirty-six (36) square feet and six (6) feet high shall be allowed. The sign shall be designed to minimize the visual impact on surrounding properties.
7. A private school located across the street from a public primary or secondary school must be on a lot with a minimum of one (1) acre and a maximum of two (2) acres. The lot must have been in existence on December 1, 2008, and not have been combined with any other lot or parcel subsequent to that date.
8. A private school shall not front on a cul-de-sac.
9. Lighting on a building or lighting for parking or play areas shall be shielded downward to minimize the impact and glare to neighboring residential uses. No recreational areas that are part of the private school site plan shall be lighted after 10:00 p.m. or before 7:00 a.m.
10. Private schools shall obtain a license from the State of Utah Department of Human Services, where required. Private schools must also obtain a business license from the City of Orem in accordance with the provisions of [CHAPTER 12](#) prior to operating the business.
11. Parking shall be provided at the ratio of two (2) stalls for every teaching station and one (1) stall for every six (6) students age sixteen (16) or older.
12. Due to existing traffic impacts, a private school may not be located within one quarter (1/4) mile of Utah Valley University campus property.

Planning Commission Minutes – November 18, 2020

Agenda Item 3.3 is a request by the City of Orem, Development Services for the Planning Commission to amend Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 *Private Primary and Secondary Schools* pertaining to commercial daycare services and private schools in a residential zone.

Staff Presentation: The City has found a need to clarify the language regarding the parking requirements for commercial daycare services and private schools located in a residential zone.

Staff is proposing to base the parking requirements for commercial daycares in a residential zone on the maximum occupancy of the facility. Parking will be required to be provided at a ratio of 0.24 parking stalls per child, plus one parking stall per full time caregiver/teacher and 0.5 stalls per part time caregiver/teacher. All required parking will need to be located on-site and no on-street parking may be counted towards the required parking.

In addition, reference to Private Schools, 22-6-9(H) has been added to the SLU Code 6813.

Recommendation: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission forward a positive recommendation to the City Council to amend Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 *Private Primary and Secondary Schools* pertaining to commercial daycare services and private schools in a residential zone.

Chair Cochran asked if the Planning Commission had any questions for Mr. Harding. There was a discussion regarding commercial daycares approved in the past and requirements for future commercial daycares in residential zones.

- Daycares approved in the past would not be affected by these new requirements.
- On-street parking will be allowed in the future, but it may not count towards meeting their parking requirements.
- Mr. Earl said when this new requirement to the ordinance was being considered, on-street parking could be counted towards the required parking, that is unusual. That was the only case in the City Code where that was allowed. This will level the playing field and put them on the same level as every other use.
- Existing businesses will not be affected by this, just new ones coming in.

Chair Cochran then opened the public hearing and invited those who wanted to make a comment on this item to send in their comments via chat.

When there were no comments/chats, Chair Cochran closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff. When none did, he called for a motion on this item.

Planning Commission Action: Ms. Jensen moved to forward a positive recommendation to the City Council to amend Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* of the Orem City Code and Appendix A by amending Standard Land Use Code 6813 *Private Primary and Secondary Schools* pertaining to commercial daycare services and private schools in a residential zone. Mr. Spencer seconded the motion. Those voting aye: Mickey Cochran, Carl Cook, Camille Jensen, Barry Roberts, Haysam Sakar, Ross Spencer and Mike Staker. The motion passed unanimously.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING SECTION 22-6-9(G) *COMMERCIAL DAYCARE SERVICES*, SECTION 22-6-9(H) *PRIVATE SCHOOLS* AND STANDARD LAND USE CODE 6813 *PRIVATE PRIMARY AND SECONDARY SCHOOLS* OF APPENDIX A OF THE OREM CITY CODE PERTAINING TO COMMERCIAL DAYCARE SERVICES AND PRIVATE SCHOOLS IN RESIDENTIAL ZONES

WHEREAS on September 3, 2020, the Development Services Department filed an application to amend Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* and Standard Land Use Code 6813 *Private Primary and Secondary Schools* of Appendix A of the Orem City Code pertaining to commercial daycare services and private schools in a residential zone; and

WHEREAS the proposed amendment would establish parking requirements for commercial daycares in a residential zone based on the maximum occupancy of the facility; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on November 18, 2020, and the Planning Commission made a positive recommendation to the City Council regarding the application; and

WHEREAS a public hearing considering the subject application was held by the City Council on December 8, 2020; and

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

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

1. The City Council finds this request is in the best interest of the City because it will clarify the parking requirement for Commercial Daycare Services and Private Primary and Secondary Schools.
2. The City Council hereby amends Section 22-6-9(G) *Commercial Daycare Services*, Section 22-6-9(H) *Private Schools* and Standard Land Use Code 6813 *Private Primary and Secondary Schools* of Appendix A of the Orem City Code as shown in Exhibit “A” which is attached hereto and incorporated herein by reference.
3. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

DRAFT

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

PASSED, APPROVED and ORDERED PUBLISHED this **8th** day of **December** 2020.

Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

DRAFT

EXHIBIT A

Section 22-6-9(G)

- G. Commercial Day Care Services (SLU Codes 6261 and 6262). Commercial Day Care Services are defined to include (1) Commercial Child Day Care/ Preschool Facilities, and (2) Commercial Adult Day Care Facilities. Commercial Day Care Services are permitted in residential zones if they meet the following requirements:
1. In residential zones, Commercial Day Care Services shall only be allowed on properties adjacent to either a collector or an arterial street.
 2. A Commercial Day Care facility shall not be established within two thousand six hundred and forty feet (2640') of another Private School or Commercial Day Care facility that is located in a residential zone.
 3. Commercial Day Care Services shall comply with the site plan requirements set forth in Section [22-14-20](#).
 4. The entire area of the front yard setback shall be landscaped except for permitted driveways.
 5. No more than two car trips per hour shall be generated before 5:30 a.m. or after 9:00 p.m.
 6. The site plan shall be configured so that no vehicle will back out on to a dedicated street. Parking and turn-around areas shall be located in the side or rear yard unless the site includes a circular driveway.
 7. The rear yard shall be enclosed with a six-foot (6'), sight-obscuring fence. All gates shall be self-closing and self-locking.
 8. The exterior building design shall resemble a single-family residential dwelling in harmony with any neighboring residential dwelling units.
 9. A maximum of one wall sign no greater than six square feet (6ft ²) in area shall be allowed. The sign shall be designed to minimize the visual impact on surrounding properties.
 10. There shall be no exterior evidence of a business other than a permitted sign. No activities connected with the operation of the Commercial Day Care facility shall be conducted in the front yard or in a side yard adjacent to a street with the exception of parking in a permitted drive-way and use of the front entrance to enter and exit the building.
 11. Commercial Day Care Facilities shall obtain a license from the State of Utah Department of Human Services, where required. Private Schools and Commercial Day Care Facilities must also obtain a business license from the City of Orem in accordance with the provisions of Chapter 12 prior to operating the business.
 12. Applicants for site plan approval of Commercial Day Care Services shall submit an engineered traffic flow and parking plan showing sufficient ingress and egress, drop-off areas, traffic flow, and parking spaces so that parking will be contained on the site and the Commercial Day Care Service will not adversely affect surrounding properties. The Planning Commission shall review the plan and based on the City Engineer's recommendations may modify the site plan and impose additional requirements in order to meet all projected needs of the site for traffic flow and parking.

13. Parking shall be required based on the maximum occupancy of the facility. Parking shall be provided at a ratio of 0.24 parking stalls per child, plus one parking stall per full time caregiver/teacher and 0.5 stalls per part time caregiver/teacher. All required parking shall be located on site. Parking shall not be located in a required front yard setback or in a side yard setback adjacent to a street. No on-street parking may be counted towards the required parking.

Section 22-6-9(H)

H. Private Schools (SLU Code 6813) Private Schools (SLU Code 6813). Private Schools are defined as private (1) primary schools, and (2) secondary schools. Private schools are allowed in residential zones only (1) on property adjacent to a public primary or secondary school, or (2) on property located across the street from a public primary or secondary school where the street is an arterial or collector street. Private schools located in residential zones must also meet all of the following requirements:

1. Private Schools shall comply with the site plan requirements set forth in Section [22-14-20](#). In addition to the requirements of Section [22-14-20](#), the site plan must meet the following additional requirements:
 - a. The site plan shall be configured so that no vehicle will back out onto a dedicated street.
 - b. Parking and turn-around areas shall be located in the side or rear yard unless the site includes a circular driveway.
 - c. The site shall be designed with an on-site drop-off location with room for stacking of vehicles sufficient to accommodate the anticipated number of students.
 - d. The site plan shall include a traffic circulation and parking plan that provides adequate: (1) ingress and egress, (2) traffic flow, and (4) parking spaces so that parking for school functions will be contained on the site and the school will not adversely affect surrounding properties.

An applicant for a site plan for a private school shall obtain a traffic study prepared by a licensed engineer for the proposed site. The traffic study must demonstrate that the proposed site plan meets all of the requirements of this Section. The Planning Commission shall review the site plan and may impose additional requirements in order to meet all projected needs of the site for traffic flow and parking.

2. The entire area of the front yard setback shall be landscaped except for permitted driveways.
3. No more than two car trips per hour shall be generated by the private school before 5:30 a.m. or after 10:00 p.m.
4. A pickup and drop-off location must be located on site for students and be part of a continuous motion of traffic flow to prevent vehicles from backing out onto a public right-of-way.
5. A six foot (6') foot fence shall be installed and maintained on all parts of the perimeter of the private school property that is adjacent to property that is zoned or used for residential purposes.
6. In a residential zone, a monument sign no greater that thirty-six (36) square feet and six (6) feet high shall be allowed. The sign shall be designed to minimize the visual impact on surrounding properties.
7. A private school located across the street from a public primary or secondary school must be on a lot with a minimum of one (1) acre and a maximum of two (2) acres. The lot must have been in existence on December 1, 2008, and not have been combined with any other lot or parcel subsequent to that date.
8. A private school shall not front on a cul-de-sac.

DRAFT

9. Lighting on a building or lighting for parking or play areas shall be shielded downward to minimize the impact and glare to neighboring residential uses. No recreational areas that are part of the private school site plan shall be lighted after 10:00 p.m. or before 7:00 a.m.
10. Private schools shall obtain a license from the State of Utah Department of Human Services, where required. Private schools must also obtain a business license from the City of Orem in accordance with the provisions of [CHAPTER 12](#) prior to operating the business.
11. Parking shall be provided at the ratio of two (2) stalls for every teaching station and one (1) stall for every six (6) students age sixteen (16) or older.

Due to existing traffic impacts, a private school may not be located within one quarter (1/4) mile of Utah Valley University campus property.

Appendix A																		
SLU		R5	R6	R6.5	R7.5	R8	R12	R20	OS5/ROS	PO	C1	C2	C3	HS	M1	M2	CM	BP
6813	Private Primary and Secondary Schools - permitted* if adjacent to or across the street from a Public Primary or Secondary School See Section 22-6-9(H)	N	N*	N*	N*	N*	N*	N*	N*	P	P	P	N	N	N	N	N	N



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Jake Harding

Submitting Department: Development Services

Item Type: Text Amendment

Agenda Section:

Subject:

PUBLIC HEARING

ORDINANCE – Amending Article 22-6-9(l) Accessory Apartments of the Orem City Code to clarify language in the accessory apartment ordinance

Suggested Action:

The Planning Commission recommends the City Council, by ordinance, amend Article 22-6-9(l) Accessory Apartments of the Orem City Code to clarify language in the accessory apartment ordinance.

Presenter:

Jason Bench

Background:

The City has found a need to clarify the language in the Accessory Apartments ordinance pertaining to the definition of an “owner” and “bedroom” and clarifying interior connectivity between units.

In working with the residents of Orem who have a desire to have an accessory apartment in their home, these sections of the ordinance needed further clarification. The proposed amendments to the accessory apartment ordinance is intended to clarify the requirements.

Potentially Affected Area:

Citywide

Attachments:

[Agenda-AccessoryApartment-Definitions.docx](#)

[Text_Amendment_-_Accessory_Apartments_22-6-9_I_.pdf](#)

[Accessory Apartments PC Minutes 11.18.20.docx](#)

[Resolution-AccessoryApartments-Definitions-Bedrooms.docx](#)

CITY OF OREM
CITY COUNCIL MEETING
DECEMBER 8, 2020



REQUEST:	ORDINANCE – Amending Article 22-6-9(I) (Accessory Apartments) of the Orem City Code to clarify certain requirements pertaining to accessory apartments.
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

SITE INFORMATION:

- Citywide Impact

PLANNING COMMISSION RECOMMENDATION
Vote: 7-0 for approval

PREPARED BY:

Jake Harding
Associate Planner

REQUEST:

The Development Services Department requests the City Council amend Article 22-6-9(I) (Accessory Apartments) of the Orem City Code to clarify certain requirements pertaining to accessory apartments.

BACKGROUND:

Staff believes that it would be helpful to clarify language in the Accessory Apartments ordinance pertaining to the definition of “owner” and “bedroom” and to clarify the requirement for interior connectivity between an accessory apartment and the primary dwelling.

The first proposed change clarifies that when a house with an accessory apartment is owned by a corporation or limited liability company, the house must be occupied by persons who have at least a combined 50% ownership interest in the corporation or limited liability company to be considered “owner occupied”.

The second proposed change would clarify the definition of a bedroom. The current ordinance states that an accessory apartment can only have two bedrooms. Staff has recently been encountering situations where owners are attempting to skirt this requirement by labeling rooms that can easily be used as bedrooms as dens, offices or playrooms. The proposed change would clarify that basically any room in an accessory apartment that could reasonably be used as a bedroom is counted as a bedroom for purposes of the two-bedroom limitation.

The final proposed change would clarify that interior connectivity must be maintained between an accessory apartment and the primary dwelling by means of an interior door (which may be locked).

RECOMMENDATION:

The Planning Commission recommends the City Council, by ordinance, amend Article 22-6-9(I)(Accessory Apartments) of the Orem City Code to clarify certain requirements pertaining to accessory apartments.

22-6-9(I). Accessory Apartments. Accessory apartments shall be allowed only in owner-occupied single-family dwellings and in such other dwellings as may be specifically designated by ordinance, but shall not be allowed in any R5 zone or PRD.

1. A dwelling shall be considered owner-occupied only if the owner uses the dwelling as his/her primary dwelling and mailing address. For purposes of this section, the term “owner” shall mean:
 - a. The person (defined for purposes of this section as a human being and not including any other legal entity except as elsewhere expressly allowed) listed as the owner of record in the records of the Utah County Recorder.
 - b. In the event that more than one person is listed as an owner, the owner shall be the person(s) who owns at least a 50% equity interest in the property. Each person listed on the title shall be presumed to hold an equal equity interest in the property unless otherwise clearly specified. In the event that no single person has a 50% equity interest in the property, a single-family dwelling shall not be considered owner-occupied unless the total equity interest in the property owned by the occupants is at least 50%.
 - c. In the event that title to a dwelling is held in the name of a trust, the occupant(s) of such dwelling may be considered the owner for purposes of this section only if such person(s) created the trust primarily for estate planning purposes, placed the dwelling in such trust, and retains at least a 50% primary beneficial interest in the dwelling.
 - ~~e.d.~~ In the event that title to a dwelling is held in the name of a corporation or limited liability company, the dwelling shall not be considered to be owner-occupied unless the occupants have bona fide ownership of at least 50% of the corporation or limited liability company that owns the dwelling.
 - ~~d.e.~~ Notwithstanding any other provision to the contrary, no person claiming ownership by virtue of his/or her status as one of the following classes of individuals shall be deemed an owner for purposes of this section:
 1. (1)A person with only an option to purchase a single-family dwelling.
 2. (2)The children or other relatives of an owner.
 3. (3)Any person other than a spouse or child of the owner who is listed on the title to a single-family dwelling without having paid fair market value for their interest in the property.
 4. (4)Any beneficiary of a trust whose interest is secondary or subordinate to the interest of a primary beneficiary.
 5. (5)A person with a contract to purchase a single-family dwelling.
 6. (6)A person who meets the technical definition of owner by virtue of any transaction or agreement that is not bona fide or serves no legitimate purpose other than to meet the technical definition of owner under subsections (a), (b) or (c) above.
 - e.f. Nothing contained herein shall be construed to allow more than one family to occupy either a single-family dwelling or an accessory apartment.
 - f.g. For purposes of establishing that a single family dwelling is owner occupied, the purported owner shall have the burden of proving his/her status as the owner pursuant to the criteria outlined in this section and of providing documentation to the City to prove that the person qualifies as an owner under this section.

g-h. Owner occupancy for a dwelling with an accessory apartment shall not be required when:

1. (1)The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less for a temporary job assignment, sabbatical, or voluntary service;
2. (2)The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and
3. (3)The owner intends to make the dwelling his/her primary place of residence upon returning from the temporary job assignment, sabbatical or voluntary service.

Indefinite periods of absence from the home shall not qualify for this exception.

2. Number of Accessory Apartments. A maximum of one (1) accessory apartment shall be allowed in each owner occupied single-family dwelling.
3. Parking. A single family dwelling with an accessory apartment shall provide at least three (3) off-street parking stalls, each at least eight feet (8') by sixteen feet (16') in size. Parking stalls within a garage or carport shall not count toward the three required parking stalls. No more than two (2) parking stalls shall be within the front yard setback and no more than one (1) parking stall shall be within the side yard setback adjacent to a street. Parking areas and driveways shall be paved with concrete, masonry, or concrete pavers. Exception: If the primary residence includes a three (3) car garage or three (3) car carport, all three (3) parking stalls in front of the garages or carports may be counted toward the required number.
4. Utility Meters. A single family dwelling with an accessory apartment shall have no more than two (2) meters for each water, gas, and electricity utility service and each meter shall be in the property owner's name.
5. Minimum Size - Maximum Size. The size of an accessory apartment shall be at least three hundred (300) square feet. An accessory apartment shall not exceed twelve hundred (1200) square feet nor shall it contain more than two (2) bedrooms. For purposes of this section, a bedroom is defined as any room that is only accessible via an interior doorway, including but not limited to offices, libraries, dens, sewing rooms, game rooms, etc., but not including any room that is clearly designed and intended for use only as a bathroom, utility room, closet, pantry, mud room, laundry room, or any room having less than fifty (50) square feet. In addition, the single-family dwelling shall maintain a minimum of one thousand (1000) square feet of finished living space separate from the accessory apartment.
6. Building Code. All construction and remodeling shall comply with building codes in effect at the time of construction or remodeling.
7. Building Entrances. A new single-family structure approved with an accessory apartment shall not have a separate entrance at the front of the building or side of the building facing a street where the sole purpose of the entrance is to provide access to the accessory apartment. An accessory apartment approved in an existing structure shall use existing entrances on any side of the structure that faces a street. The purpose of this requirement is to preserve the single-family residential look of the building.
8. Interior Connectivity. Interior connectivity shall be maintained between the accessory apartment and the main dwelling by means of an interior door that provides direct access to both the main dwelling and the accessory apartment. A door to a garage or carport shall not satisfy this requirement. The interior connecting door may be closed and locked.

9. Accessory Apartment Permit. Any person constructing or causing the construction of a residence that has an accessory apartment or any person remodeling or causing the remodeling of a residence for an accessory apartment, or any person desiring an accessory apartment shall obtain an accessory apartment permit from the Development Services Department. Before the permit is issued the applicant shall:
 - a. Submit a site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meters.
 - b. Include detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.
 - c. Pay fees in accordance with the City of Orem Resolution establishing fees and charges.

Planning Commission Minutes – November 18, 2020

Agenda Item 3.4 is a request by the City of Orem, Development Services for the Planning Commission to amend Article 22-6-9(I) *Accessory Apartments* of the Orem City Code to clarify language in the accessory apartment ordinance.

Staff Presentation: The City has found a need to clarify the language in the Accessory Apartments ordinance pertaining to the definition of an “owner” and “bedroom” and clarifying interior connectivity between units.

In working with the residents of Orem who have a desire to have an accessory apartment in their home, these sections of the ordinance needed further clarification. This amendment to the accessory apartment ordinance will help clarify the ordinance.

Recommendation: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission forward a positive recommendation to the City Council to amend Article 22-6-9(I) *Accessory Apartments* of the Orem City Code to clarify language in the accessory apartment ordinance.

Chair Cochran asked if the Planning Commission had any questions for Mr. Harding. There was a discussion regarding number of bedrooms allowed and parking requirements.

- Mr. Sakar wanted clarification on the definition of a bedroom and the number of bedrooms allowed. Mr. Bench said an accessory apartment is considered an accessory to the unit. It should not be as large as the unit and that is accomplished by limiting the number of bedrooms allowed to two. It will also keep the accessory apartment small and the rent less.
- Mr. Earl said accessory apartments only need one additional parking space, so if there are three or more bedrooms, there will also be a parking issue. There is not any standard definition of a bedroom.
- Mr. Staker said it would be better to create a higher standard for the parking requirement to make sure there is not overflow. Mr. Earl said that is an interesting thought, but accessory apartments are not designed to serve every type of tenant. Larger families may need to look at a different location or share a room. Mr. Bench said the majority of people doing accessory apartments are having a difficult time adding one stall, it would be a limiting factor to add two stalls.
- Ms. Jensen said there are so many residents that have illegal apartments with multiple people renting and it can ruin the neighborhood with on-street parking. It is the illegal rentals that don't follow the rules that are the problem.

Chair Cochran then opened the public hearing and invited those who wanted to make a comment on this item to send in their comments via chat.

When there were no comments/chats, Chair Cochran closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff. When none did, he called for a motion on this item.

Planning Commission Action: Chair Cochran moved to forward a positive recommendation to the City Council to amend Article 22-6-9(I) *Accessory Apartments* of the Orem City Code to clarify language in the accessory apartment ordinance. Mr. Cook seconded the motion. Those voting aye: Mickey Cochran, Carl Cook, Camille Jensen, Barry Roberts, Haysam Sakar, Ross Spencer and Mike Staker. The motion passed unanimously.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING ARTICLE 22-6-9(I)(ACCESSORY APARTMENTS) OF THE OREM CITY CODE TO CLARIFY CERTAIN REQUIREMENTS PERTAINING TO ACCESSORY APARTMENTS

WHEREAS on July 14, 2020, the Department of Development Services filed an application to amend Article 22-6-9(I)(Accessory Apartments) of the Orem City Code to clarify certain requirements pertaining to accessory apartments; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on November 18, 2020, and the Planning Commission recommended the City Council approve the application; and

WHEREAS a public hearing considering the subject application was held by the City Council on December 8, 2020; and

WHEREAS the agendas of the Planning Commission meeting and the City Council meeting at which this request was heard were posted in the Orem Public Library, the Orem City Webpage, and the City Offices at 56 N State Street; and

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

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

1. The City Council finds this request is in the best interest of the City because it will clarify certain definitions pertaining to accessory apartments and will improve the regulation of accessory apartments in the City.
2. The City Council hereby amends Article 22-6-9(I)(Accessory Apartments) as shown in Exhibit "A" which is attached hereto and by reference is made a part hereof.
3. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
4. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

PASSED, APPROVED and ORDERED PUBLISHED this **8th** day of **December** 2020.

DRAFT

Richard F. Brunst, Jr., Mayor

ATTEST:

JoD’Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

DRAFT

EXHIBIT A

22-6-9(I). Accessory Apartments. Accessory apartments shall be allowed only in owner-occupied single-family dwellings and in such other dwellings as may be specifically designated by ordinance, but shall not be allowed in any R5 zone or PRD.

1. A dwelling shall be considered owner-occupied only if the owner uses the dwelling as his/her primary dwelling and mailing address. For purposes of this section, the term “owner” shall mean:
 - a. The person (defined for purposes of this section as a human being and not including any other legal entity except as elsewhere expressly allowed) listed as the owner of record in the records of the Utah County Recorder.
 - b. In the event that more than one person is listed as an owner, the owner shall be the person(s) who owns at least a 50% equity interest in the property. Each person listed on the title shall be presumed to hold an equal equity interest in the property unless otherwise clearly specified. In the event that no single person has a 50% equity interest in the property, a single-family dwelling shall not be considered owner-occupied unless the total equity interest in the property owned by the occupants is at least 50%.
 - c. In the event that title to a dwelling is held in the name of a trust, the occupant(s) of such dwelling may be considered the owner for purposes of this section only if such person(s) created the trust primarily for estate planning purposes, placed the dwelling in such trust, and retains at least a 50% primary beneficial interest in the dwelling.
 - d. In the event that title to a dwelling is held in the name of a corporation or limited liability company, the dwelling shall not be considered to be owner-occupied unless the occupants have bona fide ownership of at least 50% of the corporation or limited liability company that owns the dwelling.
 - e. Notwithstanding any other provision to the contrary, no person claiming ownership by virtue of his/or her status as one of the following classes of individuals shall be deemed an owner for purposes of this section:
 1. (1)A person with only an option to purchase a single-family dwelling.
 2. (2)The children or other relatives of an owner.
 3. (3)Any person other than a spouse or child of the owner who is listed on the title to a single-family dwelling without having paid fair market value for their interest in the property.
 4. (4)Any beneficiary of a trust whose interest is secondary or subordinate to the interest of a primary beneficiary.
 5. (5)A person with a contract to purchase a single-family dwelling.
 6. (6)A person who meets the technical definition of owner by virtue of any transaction or agreement that is not bona fide or serves no legitimate purpose other than to meet the technical definition of owner under subsections (a), (b) or (c) above.
 - f. Nothing contained herein shall be construed to allow more than one family to occupy either a single-family dwelling or an accessory apartment.
 - g. For purposes of establishing that a single family dwelling is owner occupied, the purported owner shall have the burden of proving his/her status as the owner pursuant to the criteria outlined in this section and of providing documentation to the City to prove that the person qualifies as an owner under this section.
 - h. Owner occupancy for a dwelling with an accessory apartment shall not be required when:
 1. (1)The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less for a temporary job assignment, sabbatical, or voluntary service;

DRAFT

2. (2)The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and
3. (3)The owner intends to make the dwelling his/her primary place of residence upon returning from the temporary job assignment, sabbatical or voluntary service.

Indefinite periods of absence from the home shall not qualify for this exception.

2. Number of Accessory Apartments. A maximum of one (1) accessory apartment shall be allowed in each owner occupied single-family dwelling.
3. Parking. A single family dwelling with an accessory apartment shall provide at least three (3) off-street parking stalls, each at least eight feet (8') by sixteen feet (16') in size. Parking stalls within a garage or carport shall not count toward the three required parking stalls. No more than two (2) parking stalls shall be within the front yard setback and no more than one (1) parking stall shall be within the side yard setback adjacent to a street. Parking areas and driveways shall be paved with concrete, masonry, or concrete pavers. Exception: If the primary residence includes a three (3) car garage or three (3) car carport, all three (3) parking stalls in front of the garages or carports may be counted toward the required number.
4. Utility Meters. A single family dwelling with an accessory apartment shall have no more than two (2) meters for each water, gas, and electricity utility service and each meter shall be in the property owner's name.
5. Minimum Size - Maximum Size. The size of an accessory apartment shall be at least three hundred (300) square feet. An accessory apartment shall not exceed twelve hundred (1200) square feet nor shall it contain more than two (2) bedrooms. For purposes of this section, a bedroom is defined as any room that is only accessible via an interior doorway, including but not limited to offices, libraries, dens, sewing rooms, game rooms, etc., but not including any room that is clearly designed and intended for use only as a bathroom, utility room, closet, pantry, mud room, laundry room, or any room having less than fifty (50) square feet. In addition, the single-family dwelling shall maintain a minimum of one thousand (1000) square feet of finished living space separate from the accessory apartment.
6. Building Code. All construction and remodeling shall comply with building codes in effect at the time of construction or remodeling.
7. Building Entrances. A new single-family structure approved with an accessory apartment shall not have a separate entrance at the front of the building or side of the building facing a street where the sole purpose of the entrance is to provide access to the accessory apartment. An accessory apartment approved in an existing structure shall use existing entrances on any side of the structure that faces a street. The purpose of this requirement is to preserve the single-family residential look of the building.
8. Interior Connectivity. Interior connectivity shall be maintained between the accessory apartment and the main dwelling by means of an interior door that provides direct access to both the main dwelling and the accessory apartment. A door to a garage or carport shall not satisfy this requirement. The interior connecting door may be closed and locked.
9. Accessory Apartment Permit. Any person constructing or causing the construction of a residence that has an accessory apartment or any person remodeling or causing the remodeling of a residence for an accessory apartment, or any person desiring an accessory apartment shall obtain an accessory apartment permit from the Development Services Department. Before the permit is issued the applicant shall:
 - a. Submit a site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meters.
 - b. Include detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.

DRAFT

- c. Pay fees in accordance with the City of Orem Resolution establishing fees and charges.



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Cheryl Vargas

Submitting Department: Development Services

Item Type: Public Hearing

Agenda Section:

Subject:

RESOLUTION – Approving a conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone

Suggested Action:

The Planning Commission recommends the City Council, by resolution, approve the conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 zone.

Presenter:

Jason Bench

Background:

Potentially Affected Area:

Hillcrest

Attachments:

[Agenda-CUP-AccessoryStructure-PD18-2.docx](#)

[Vicinity Map.pdf](#)

[Map.pdf](#)

[Site Plan.pdf](#)

[Property.pdf](#)

[Floor Plan.pdf](#)

[Elevations1.pdf](#)

[Elevations2.pdf](#)

[Elevations3.pdf](#)

Elevations4.pdf

20201117_1_MailerFront2.pdf

20201117_1_MailerBack.pdf

20201117_1_Labels.docx

CUP - DRC Application_Matt Hawkins-Garage Addition.pdf

Resolution-CUP-AccessoryStructure-PD18-2.docx

Draft PC Minutes

CITY OF OREM
CITY COUNCIL MEETING
DECEMBER 8, 2020



REQUEST:	6:00 P.M. SCHEDULED ITEM RESOLUTION – Approving a conditional use permit for an accessory structure containing a basketball court and garage at 1391 South 1140 East in the PD18 Zone.
APPLICANT:	Matt Hawkins
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on the State noticing website
- Faxed to newspapers
- Noticed 43 property owners within 500 ft of the property.

SITE INFORMATION:

General Plan Designation:
Low Density Residential
 Current Zone: **PD18**
 Acreage: **1.46**
 Neighborhood: **Hillcrest**

**PLANNING
COMMISSION
RECOMMENDATION**

6-0 for Approval

PREPARED BY:

Cheryl Vargas
 Associate Planner

REQUEST: The applicant requests the City Council approve a conditional use permit for an accessory structure containing a basketball court and garage at 1391 South 1140 East in the PD18 zone.

BACKGROUND: The applicant would like to add an accessory structure to his property at 1391 South 1140 East that will contain a basketball court and garage. The lot has a total area of 63,701 square feet or 1.46 acres. The proposed accessory building has a total building area of 1,735 square feet.

The PD18 zone requires a conditional use permit for accessory structures that are 1,000 square feet or greater in size. Accessory structures cannot be more than 10% of the area of the parcel. The proposed structure of 1,735 square feet would be three percent of the lot. The structure is within the height requirement of the ordinance at 31 feet 2-7/16 inches.

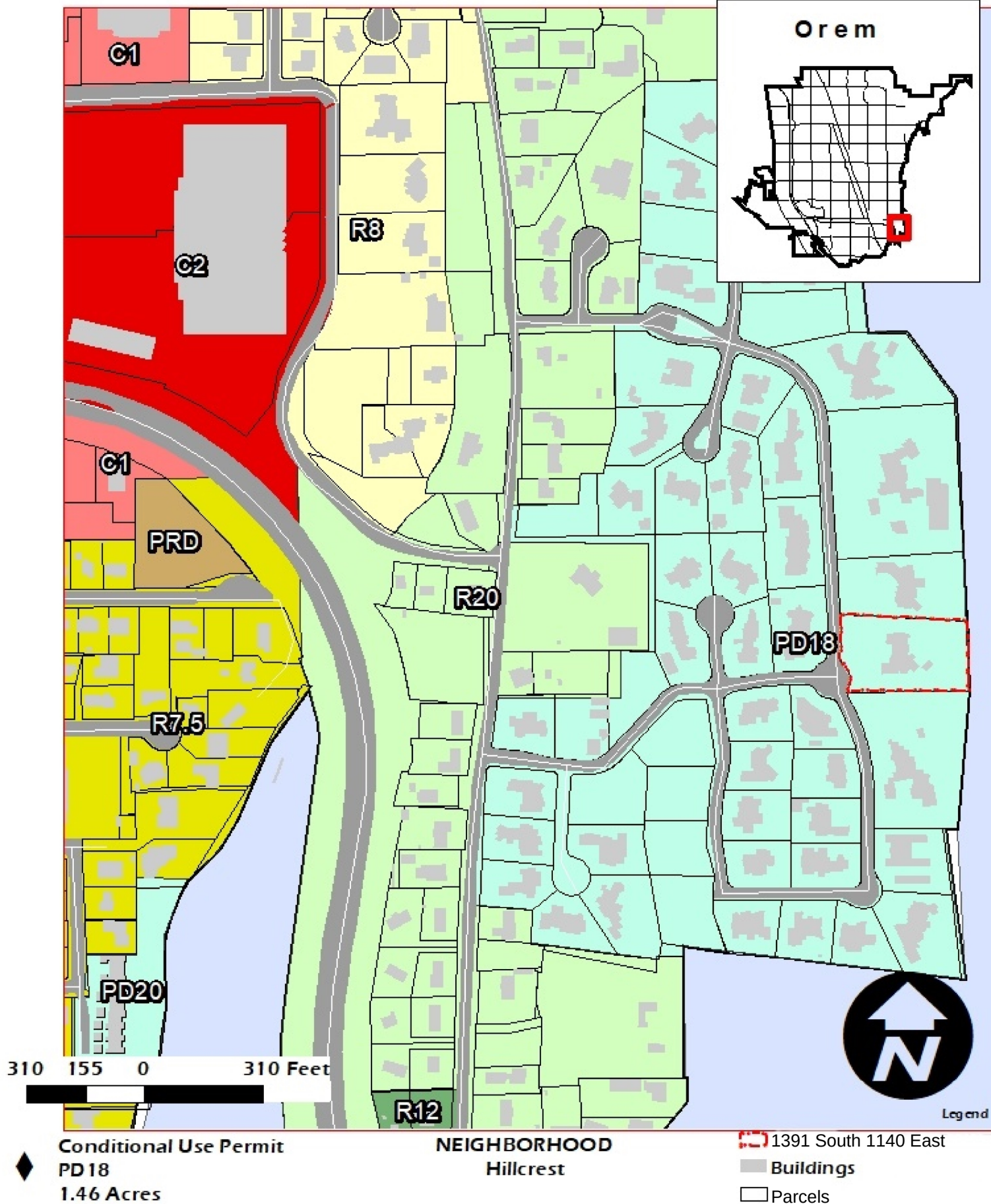
The exterior finish materials of the proposed structure consist of stone and other finishes matching the existing residence. The proposed landscaping and overall plan comply with the requirements of the PD18 zone.

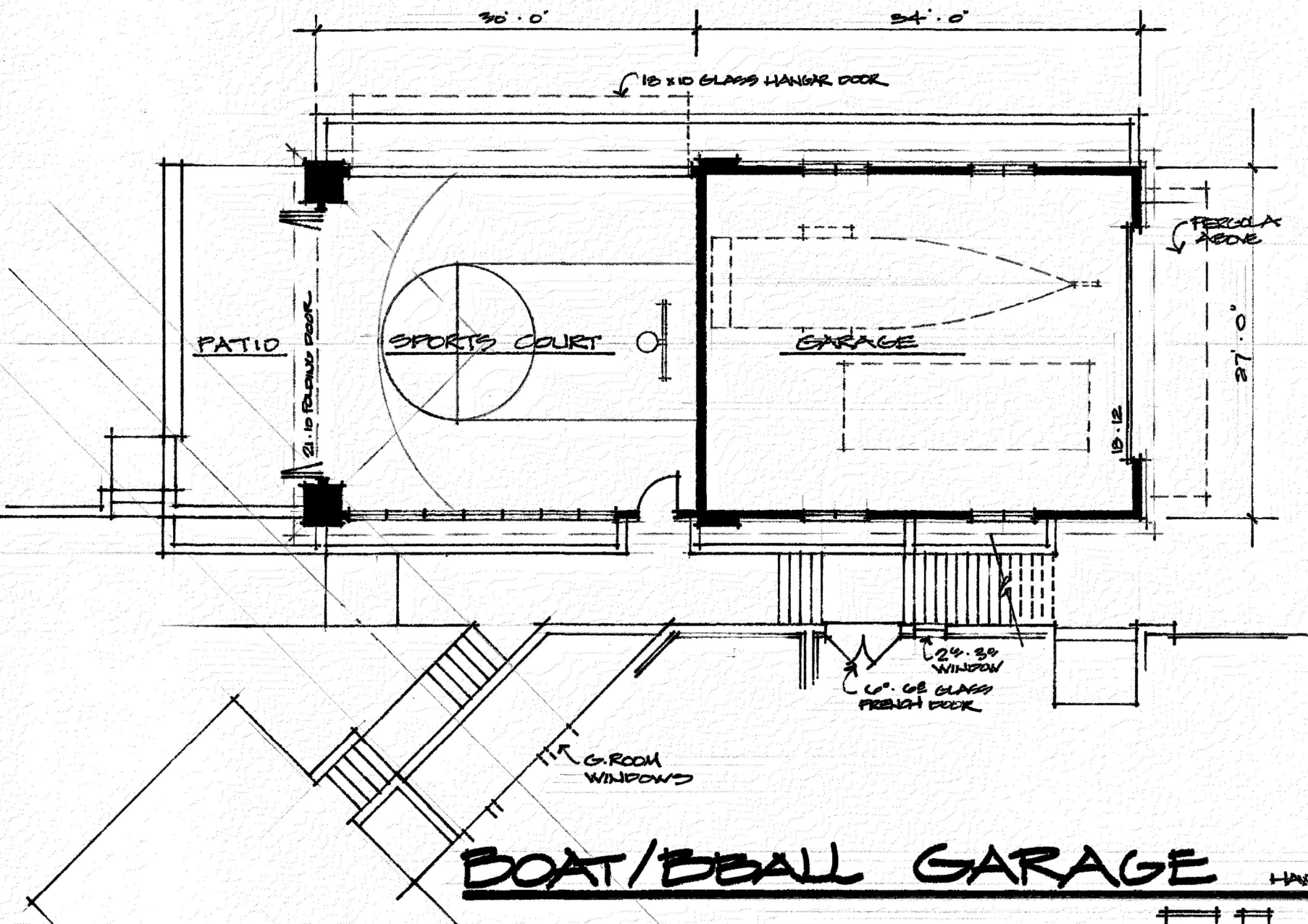
The applicant also intends to build a pool house and swimming pool. Because the pool house is only 597 square feet, it does not require a conditional use permit in the PD18 zone. The swimming pool also does not require a conditional use permit. They will, however, need to meet the standards of the PD18 zone.

RECOMMENDATION: The Planning Commission recommends the City Council, by resolution, approve the conditional use permit for an accessory structure containing a basketball court and garage at 1391 South 1140 East in the PD18 zone.



Matt Hawkins Garage Addition





For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org



Electronic, 56 N State Street

City Council Tue, Dec 8, 2020 6:00 pm
Planning Commission Wed, Dec 2, 2020 4:30 pm

PUBLIC HEARING – Conditional Use Permit approval for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone.

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

JEFF LAMBSON
156 E 1060 N
OREM, UT 84057

For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org



Electronic, 56 N State Street

City Council Tue, Dec 8, 2020 6:00 pm
Planning Commission Wed, Dec 2, 2020 4:30 pm

PUBLIC HEARING – Conditional Use Permit approval for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone.

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

KRISTIE SNYDER
56 N STATE STREET
OREM, UT 84057

For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org



Electronic, 56 N State Street

City Council Tue, Dec 8, 2020 6:00 pm
Planning Commission Wed, Dec 2, 2020 4:30 pm

PUBLIC HEARING – Conditional Use Permit approval for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone.

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

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057-2101

For more information, contact
Cheryl Vargas at (801) 229-7183
or chvargas@orem.org



Electronic, 56 N State Street

City Council Tue, Dec 8, 2020 6:00 pm
Planning Commission Wed, Dec 2, 2020 4:30 pm

PUBLIC HEARING – Conditional Use Permit approval for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone.

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

BRENT SUMNER
744 WEST 550 SOUTH
OREM, UT 84058

NOTICE OF ALL-ELECTRONIC MEETING AND OF OPPORTUNITY FOR PUBLIC PARTICIPATION

Pursuant to Planning Commission Chairman Mickey Cochran's Proclamation dated December 2, 2020, the Orem City Planning Commission meeting on December 2, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: Please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Comments will be accepted before and during the meeting. All comments received will be entered into the record and forwarded to each Planning Commission member for review. Comments will also be read aloud during the live meeting when required by law or when time permits. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

NOTICE OF ALL-ELECTRONIC MEETING AND OF OPPORTUNITY FOR PUBLIC PARTICIPATION

Pursuant to Planning Commission Chairman Mickey Cochran's Proclamation dated December 2, 2020, the Orem City Planning Commission meeting on December 2, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: Please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Comments will be accepted before and during the meeting. All comments received will be entered into the record and forwarded to each Planning Commission member for review. Comments will also be read aloud during the live meeting when required by law or when time permits. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

NOTICE OF ALL-ELECTRONIC MEETING AND OF OPPORTUNITY FOR PUBLIC PARTICIPATION

Pursuant to Planning Commission Chairman Mickey Cochran's Proclamation dated December 2, 2020, the Orem City Planning Commission meeting on December 2, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: Please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Comments will be accepted before and during the meeting. All comments received will be entered into the record and forwarded to each Planning Commission member for review. Comments will also be read aloud during the live meeting when required by law or when time permits. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

NOTICE OF ALL-ELECTRONIC MEETING AND OF OPPORTUNITY FOR PUBLIC PARTICIPATION

Pursuant to Planning Commission Chairman Mickey Cochran's Proclamation dated December 2, 2020, the Orem City Planning Commission meeting on December 2, 2020 will be an all-electronic meeting. There will be no anchor location for the meeting. The City cannot ensure the recommended minimum of six feet of social distancing for meeting participants at the usual anchor location in the Orem City Council Chambers. Therefore, holding the meeting at the City Council Chambers would present a substantial risk to the health and safety of those who may be present at the meeting and may contribute to the spread of COVID-19. There will be no public access to the Orem City Council chambers. Those desiring to view or participate in the meeting must do so electronically.

To view the meeting: Please go to orem.org/meetings.

To make a comment: Please submit your comment through: orem.org/comments

Comments will be accepted before and during the meeting. All comments received will be entered into the record and forwarded to each Planning Commission member for review. Comments will also be read aloud during the live meeting when required by law or when time permits. Once an item has been voted on, that item will be closed to additional comments.

Thank you for your cooperation during these challenging times.

BERKSHIRES LC THE
PO BOX 921
SPANISH FORK, UT 84660

PURPLE SAGE BE LLC
PO BOX 970340
OREM, UT 84097

BERK 3 LLC (ET AL)
PO BOX 970520
OREM, UT 84097

STRATE, STEVE & LINDA L
PO BOX 970730
OREM, UT 84097

SIMPSON, MICHAEL K & CYNTHIA
REEVES
PO BOX 971747
OREM, UT 84097

KRISTIE SNYDER
56 N STATE STREET
OREM, UT 84057

COMMON AREA
100 E CENTER ST
PROVO, UT 84606

JEFF LAMBSON
156 E 1060 N
OREM, UT 84057

SORA HAWK LLC
300 S 4TH ST STE 1400
LAS VEGAS, NV 89101

THOMAS MACDONALD
489 NORTH PALISADES DR
OREM, UT 84097

DEBBY LAURET
641 S 1920 W
OREM, UT 84059

BRENT SUMNER
744 WEST 550 SOUTH
OREM, UT 84058

DAVID SPENCER
899 NORTH 550 EAST
OREM, UT 84097

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

MULTIPLIER LLC
--OR CURRENT RESIDENT--
1045 E 1450 SOUTH
OREM, UT 84097

MATTHEWS, CORBIN
1089 E 1500 S
OREM, UT 84097

BOWEN, JANA V & LAYNE A (ET AL)
1096 E 1450 S
OREM, UT 84097

SIMPSON, MICHAEL K & CYNTHIA
REEVES
--OR CURRENT RESIDENT--
1123 E 1500 SOUTH
OREM, UT 84097

TERRY PETERSON
1125 LYNNWOOD DRIVE
OREM, UT 84097

TAYLOR, THERESE (ET AL)
1342 S 1100 E
OREM, UT 84097

BURTON, MITCHELL & CHERYL (ET AL)
1343 S 1100 E
OREM, UT 84097

KIM, YONG MIN (ET AL)
1344 S 1140 E
OREM, UT 84097

BERK 3 LLC (ET AL)
--OR CURRENT RESIDENT--
1353 S 1140 EAST
OREM, UT 84097

ROBINSON, ERIC & JANE
1363 S 1080 E
OREM, UT 84097

STRATE, STEVE & LINDA L
--OR CURRENT RESIDENT--
1366 S 1080 EAST
OREM, UT 84097

DECKER, KRISTEN A (ET AL)
1366 S 1140 E
OREM, UT 84097

PURPLE SAGE BE LLC
--OR CURRENT RESIDENT--
1377 S 1140 EAST
OREM, UT 84097

BELL, RACHELLE ROSITTA
HIERSCHE
1380 S 1140 E
OREM, UT 84097

DIAL, BRANDON C & KRISTI (ET AL)
1383 S 1080 E
OREM, UT 84097

BAUGH, CASEY
1386 S 1080 E
OREM, UT 84097

COLLYER, GLEN B & LORI (ET AL)
--OR CURRENT RESIDENT--
1460 S 1140 EAST
OREM, UT 84097

CATALYST PARTNERS LLC
1465 S 1080 E
OREM, UT 84097

SCHARFFS, BRETT & DEIRDRE
1468 S 1140 E
OREM, UT 84097

DUNN, DEBRA KAYE (ET AL)
1471 S 1140 E
OREM, UT 84097

LEWIS, CHAD W & MICHELE F
1481 S 1080 E
OREM, UT 84097

HARRISON, HEATHER R (ET AL)
1482 S 1140 E
OREM, UT 84097

CANALIZO LINDO LLC
--OR CURRENT RESIDENT--
1489 S 1140 EAST
OREM, UT 84097

CANALIZO LINDO LLC
1684 W 1825 N
PROVO, UT 84604

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057-2101

COLLYER, GLEN B & LORI (ET AL)
2107 LYANS DR
LA CANADA, CA 91011

RIVERSIDE COUNTRY CLUB
2701 N UNIVERSITY AVE
PROVO, UT 84604

MULTIPLIER LLC
3501 GLENWOOD CIR
PROVO, UT 84604

TSH HOLDINGS LLC
3805 N 450 W
PROVO, UT 84604

DRAFT

RESOLUTION NO. _____

A RESOLUTION BY THE OREM CITY COUNCIL APPROVING A CONDITIONAL USE PERMIT FOR AN ACCESSORY STRUCTURE CONTAINING A BASKETBALL COURT AND GARAGE AT 1391 SOUTH 1140 EAST IN THE PD18 ZONE

WHEREAS on October 20, 2020, Matt Hawkins filed an application with the City of Orem for a conditional use permit for an accessory structure containing a basketball court and garage at 1391 South 1140 East in the PD18 zone; and

WHEREAS a public meeting considering the subject application was held by the Planning Commission on December 2, 2020; and

WHEREAS a public meeting considering the subject application was held by the City Council on December 8, 2020; and

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

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

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

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

1. The City Council finds this request is in the best interest of the City because it will allow further development, use and enjoyment of the property at 1391 South 1140 East without creating any negative impacts.
2. The City Council hereby approves a conditional use permit for an accessory building located at 1391 South 1140 East in the PD18 zone as shown in Exhibit “A” which is attached hereto and incorporated herein by reference.
3. This resolution shall take effect immediately upon passage.
4. If any part of this resolution shall be declared invalid, such decision shall not affect the validity of the remainder of this resolution.

DRAFT

PASSED, APPROVED and ORDERED PUBLISHED this 8th day of **December** 2020.

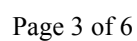
Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

EXHIBIT A





DRAFT



D R A F T

CITY OF OREM
DRAFT PLANNING COMMISSION MEETING MINUTES
December 2, 2020

The following items are discussed in these minutes:

- Conditional use permit approval for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 Zone. - Positive Recommendation to City Council

Chair Cochran asked Ms. Vargas to introduce **Agenda Item 3.1**:

Agenda Item 3.1 is a request by Matt Hawkins for the City to approve the conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 zone.

Staff Presentation: The applicant is adding an accessory structure containing a basketball court and garage. The lot contains a total area of 63,701 square feet or 1.46 acres. The accessory building contains a total building area of 1,735 square feet.

The ordinance requires a conditional use permit for accessory structures in the PD18 zone which are 1,000 square feet or greater. Accessory structures cannot be more than 10% of the area of the parcel. This structure is 3 percent of the lot at 1,735 square feet. The structure is also within the height requirement of the ordinance (which is 35 feet for accessory buildings/structures) at 31 feet 2-7/16 inches.

The setback requirements in the PD18 zone for accessory buildings are:

- Front – Thirty (30) feet from back of curb.
- Rear and Side – Five (5) feet from the property lines.

Proposed garage/basketball court:

- Front - One hundred twenty-nine feet seven inches (129'7") from the back of curb
- South side - Ten feet six inches (10'6")
- North side - Eight feet five inches (8'5") from the house (it is required to be a minimum of six (6) feet from the house)
- Rear - One hundred one feet (101')

It is well within the required setbacks.

The proposed elevations consist of stone and other finishes matching the existing residence. The proposed landscaping and overall plan comply with the requirements of the PD18 zone.

The applicant will also build a pool house and swimming pool. Because the pool house is only 597 square feet, it does not require a conditional use permit in the PD18 zone. The swimming pool also does not require a conditional use permit. They will, however, need to meet the zoning requirements as part of the building permit process.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the City Council to approve the conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 zone.

There was no discussion on the item.

Planning Commission Action: Mr. Staker moved to forward a positive recommendation to the City Council to approve the conditional use permit for an accessory structure, basketball court and garage, located at 1391 South 1140 East in the PD18 zone. Mr. Spencer seconded the motion. Those voting aye: Mickey Cochran, Carl Cook, Camille Jensen, Barry Roberts, Ross Spencer, and Mike Staker. The motion passed unanimously.

A complete video of the meeting can be found at www.orem.org/meetings



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Jason Bench

Submitting Department: Development Services

Item Type: Zoning Map Amendment

Agenda Section:

Subject:

CONTINUED ITEM

ORDINANCE - Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road

Suggested Action:

The City Council will consider, by ordinance, amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

Presenter:

Jason Bench

Background:

Potentially Affected Area:

Lakeview

Attachments:

[Agenda-Rezone-2000SGeneva-2.docx](#)

[Aerial Imagery.pdf](#)

[Map.pdf](#)

[General Plan - Vicinity.pdf](#)

[Existing Zoning - Vicinity.pdf](#)

[Proposed Zoning - Close Up.pdf](#)

[General Plan - Close Up.pdf](#)

[Reason for Zone Change.pdf](#)

[Concept Site Plan.pdf](#)

[Street View - From 2000 S.pdf](#)

[Street View - From Geneva.pdf](#)

[Elevation Image 1.jpeg](#)

[Elevation Image 2.jpeg](#)

[Elevation Image 3.jpeg](#)

[Elevation Image 4.jpeg](#)

[Elevation Image 5.jpeg](#)

[Traffic Study_Recommendations.pdf](#)

[DRAFT PC Minutes 10.21.2020.docx](#)

[Neighborhood Meeting Minutes.pdf](#)

[Neighborhood Meeting Roster.pdf](#)

[Mailer Front.pdf](#)

[Mailer Back.pdf](#)

[Mailer Labels](#)

[Orem CC Meeting Letter_10282020.pdf](#)

[Resident Letter.pdf](#)

[OremPlaningCommission - Rezoning Letter.pdf](#)

[Resolution-Rezone-2000SGeneva-2.docx](#)

CITY OF OREM
CITY COUNCIL MEETING
DECEMBER 8, 2020



REQUEST:	ORDINANCE -Amending Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.
APPLICANT:	Davies Design Build
FISCAL IMPACT:	None

NOTICES:

- Posted in 2 public places
- Posted on City webpage and City hotline
- Faxed to newspapers
- E-mailed to newspapers
- Mailed 125 notices within 500 feet of the property.
- Posted at utah.gov/pa

RECOMMENDATION:

The Planning Commission makes no recommendation as to the request to amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

BACKGROUND:

This item was continued from the November 10 meeting to allow the applicant time to execute a development agreement. A draft of a proposed development agreement has been provided to the applicant but has not yet been signed at the time this agenda summary was prepared. The proposed development agreement includes the following provisions: 1.) The development will be in conformance with the concept plan which includes the drawings and renderings presented to the City Council; 2.) Lighting on the site will be dimmed to only allow security lighting between the hours of 11:00 p.m. and 5:00 a.m.; 3.) The hours of operation will be limited to 5:00 a.m. to 11:00 p.m.; and 4.) The fuel pumps will be limited to eight (8) fuel pumps (16 fueling stations). In addition, any diesel fueling stations will be limited to small trucks and passenger vehicles and will not be made available to semi-trucks or other vehicles of similar size.

The applicant requests that the City Council rezone property at 2000 South Geneva Road to C2 to allow for a neighborhood convenience store and gas station. The proposed gas station will be patterned after the existing gas station at approximately 1700 West Main Street in Lehi. It is proposed to have internal restaurants, a convenience store, and eight gas pumps (16 filling stations).

The properties in question were originally designated in the General Plan as low density residential (LDR). However, a recent amendment to the General Plan designated this corner as Community Commercial (CC). That change was made based on the applicant's interest in developing this property as commercial.

The subject property sits at the corner of Geneva Road and 2000 South. The Development Review Committee requested the applicant go through preliminary review from both Provo and UDOT regarding access since 2000 South is a Provo street and Geneva Road is a UDOT road. Preliminary UDOT and Provo City reviews have been completed. Once the applicant applies for site plan approval, they will need to get full approval from both jurisdictions in addition to the City

Site Information	
General Plan	CC
Current Zone	OS5
Proposed Zone	C2
Acreage	2.16
Neighborhood	Lake-view

PLANNING COMMISSION RECOMMENDATION
Vote: 3-3; no recommendation

PREPARED BY:

Jake Harding
Associate Planner

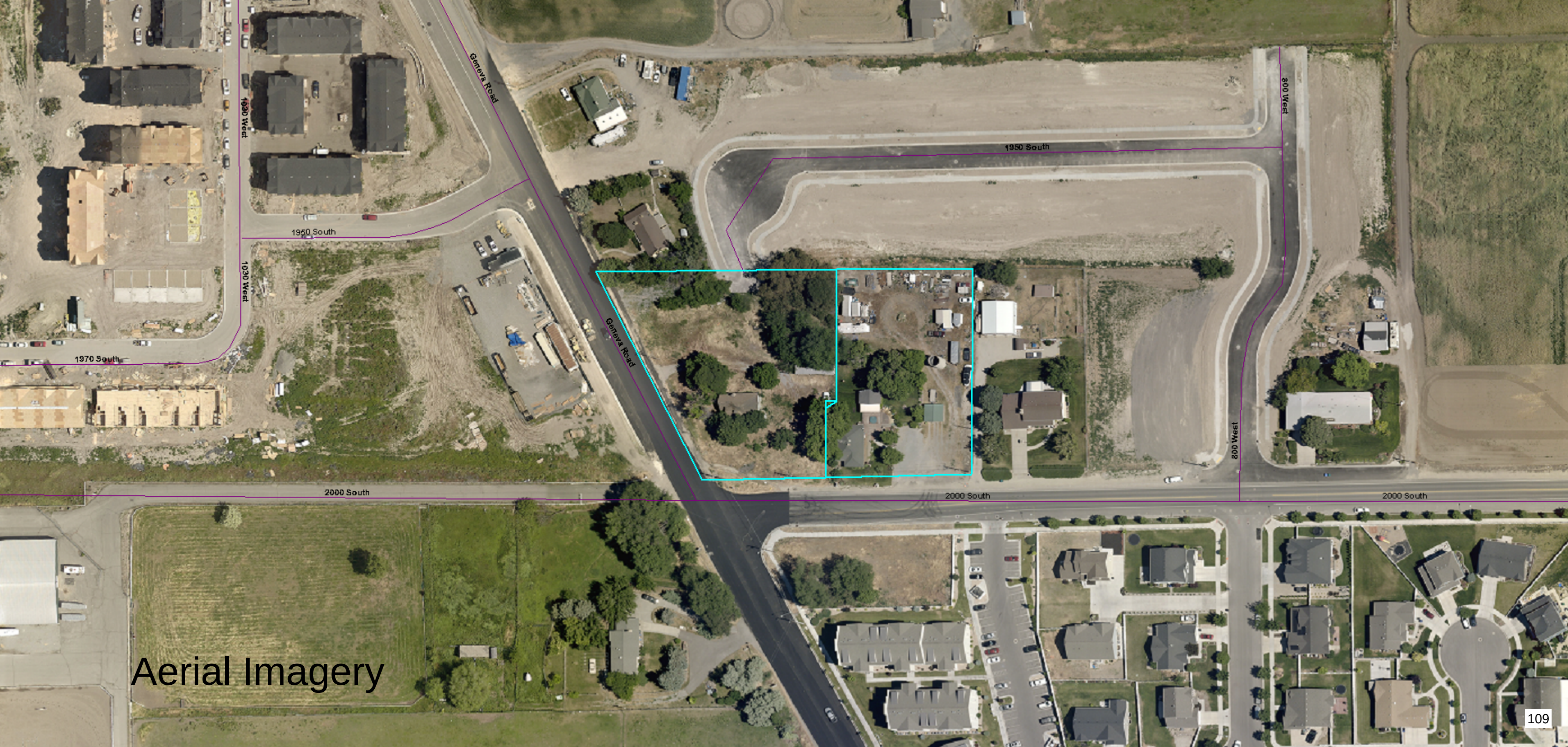
for the curb cuts. UDOT plans to put in a traffic signal at the intersection in the near future.

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

The applicant was required to hold a neighborhood meeting prior to applying for the rezone. 44 residents attended the meeting. Below is a list of some prominent concerns with the applicant's response to each one.

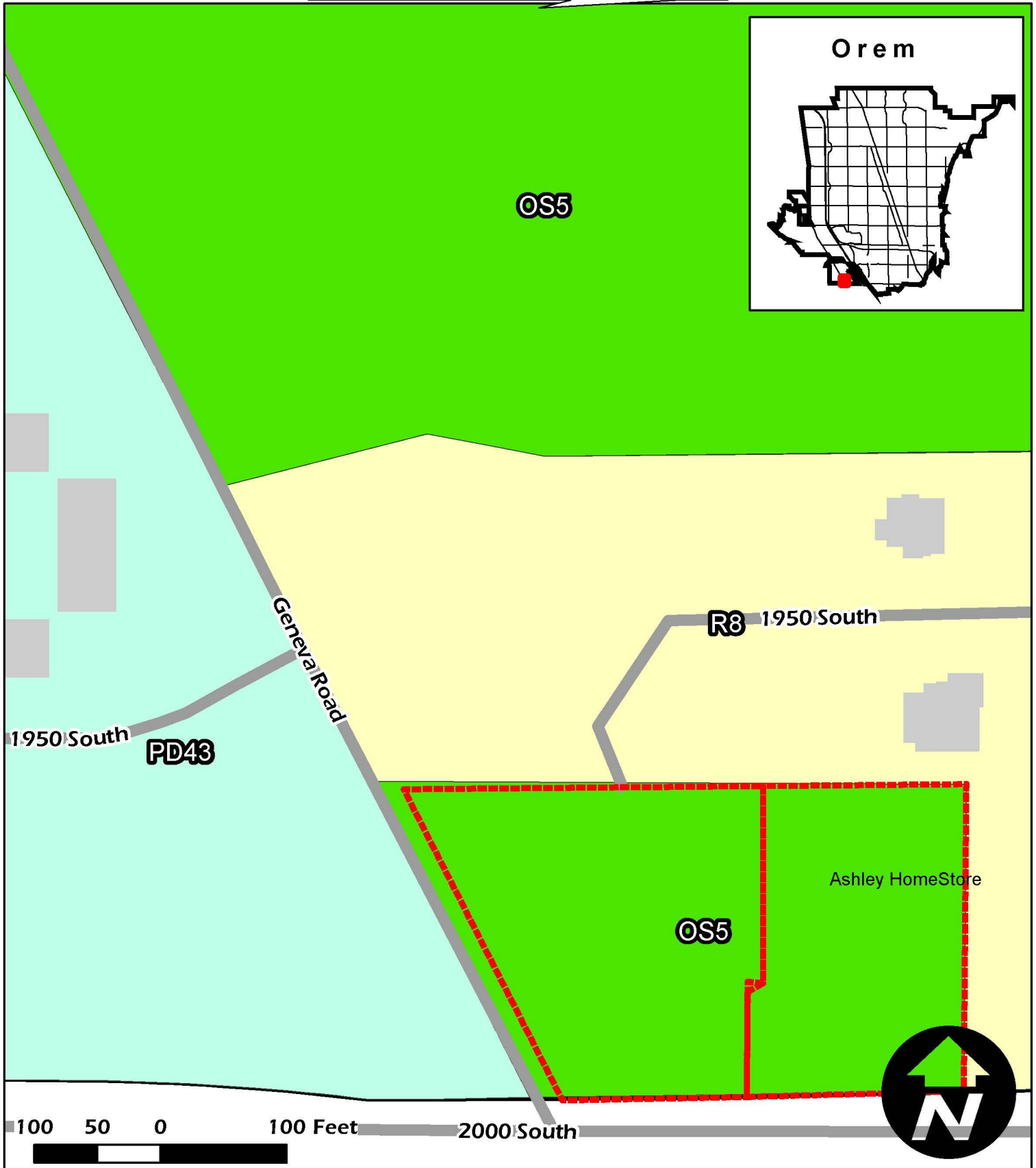
- Why this particular location instead of elsewhere?
 - Demand for a convenience store in this area is increasing. The closest commercial to this location is at Geneva Road and University Parkway.
- What kind of fence will border the gas station?
 - An 8' stamped concrete wall.
- If approved for the zone change, what is the likelihood of something other than a gas station going into the property?
 - The cost of the land would prohibit anything other than a gas station from going in.
- How tall will the structure be?
 - 32 feet.

The Planning Commission voted 3-3 on a motion to recommend approval of the proposed rezone which resulted in no recommendation being made to the City Council.



Aerial Imagery

Lakeview Corner



◆ Lakeview Corner
OS5
2.16 Acres

NEIGHBORHOOD
Lakeview

Legend
 Parcels Selection
 Buildings

Conservation Easement

LI

CC

LI

LI

LDR-SW

Future Geneva Rd Widening

Conservation Easement

Future Lakeview Pkwy

MDR

PS

LDR-SW

CC

CC

General Plan

Future Trail



Future Highway



Utah County

OS5

M2

PD43

OS5

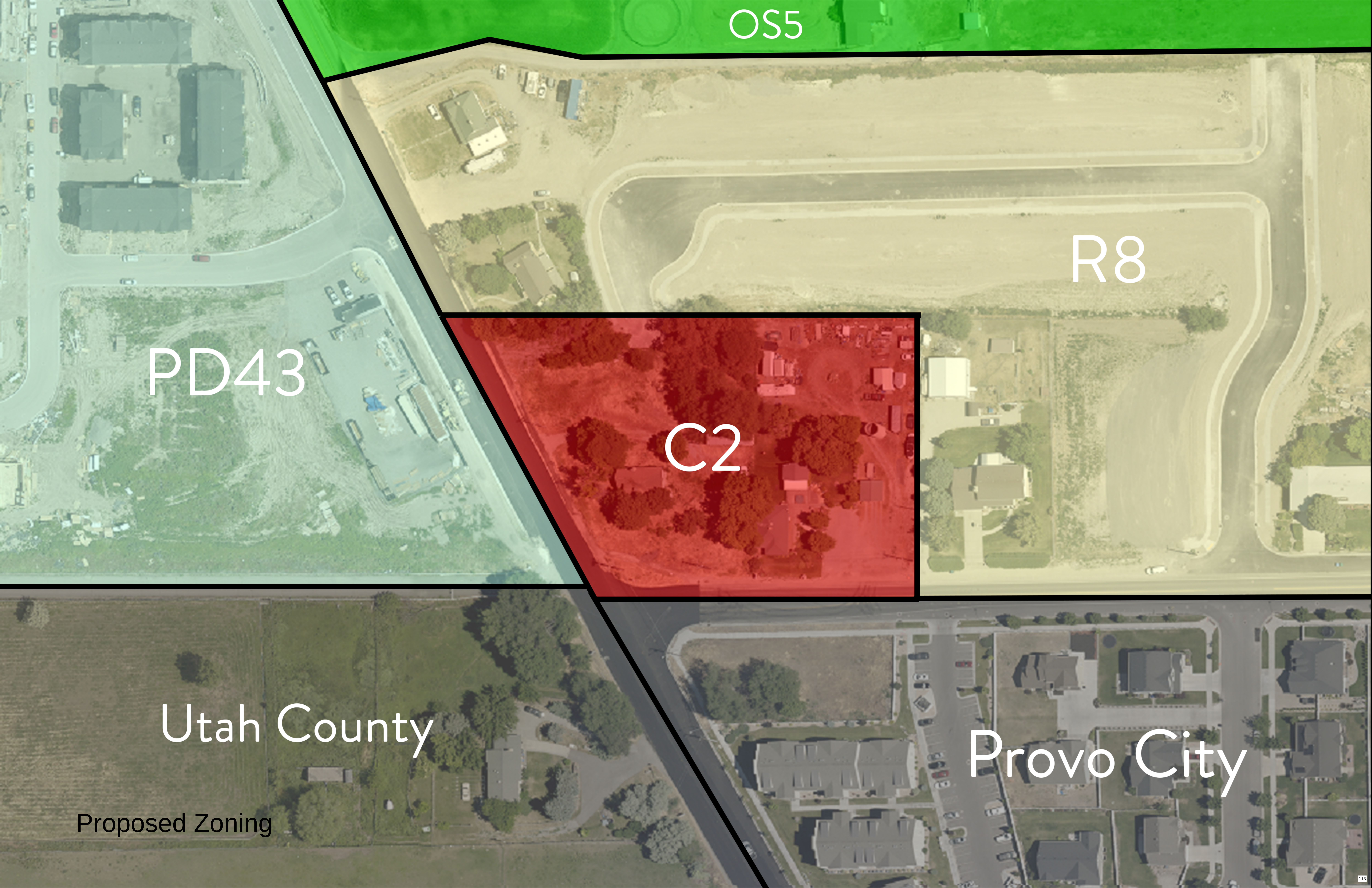
OS5

R8

OS5

Existing Zoning

Provo City



OS5

R8

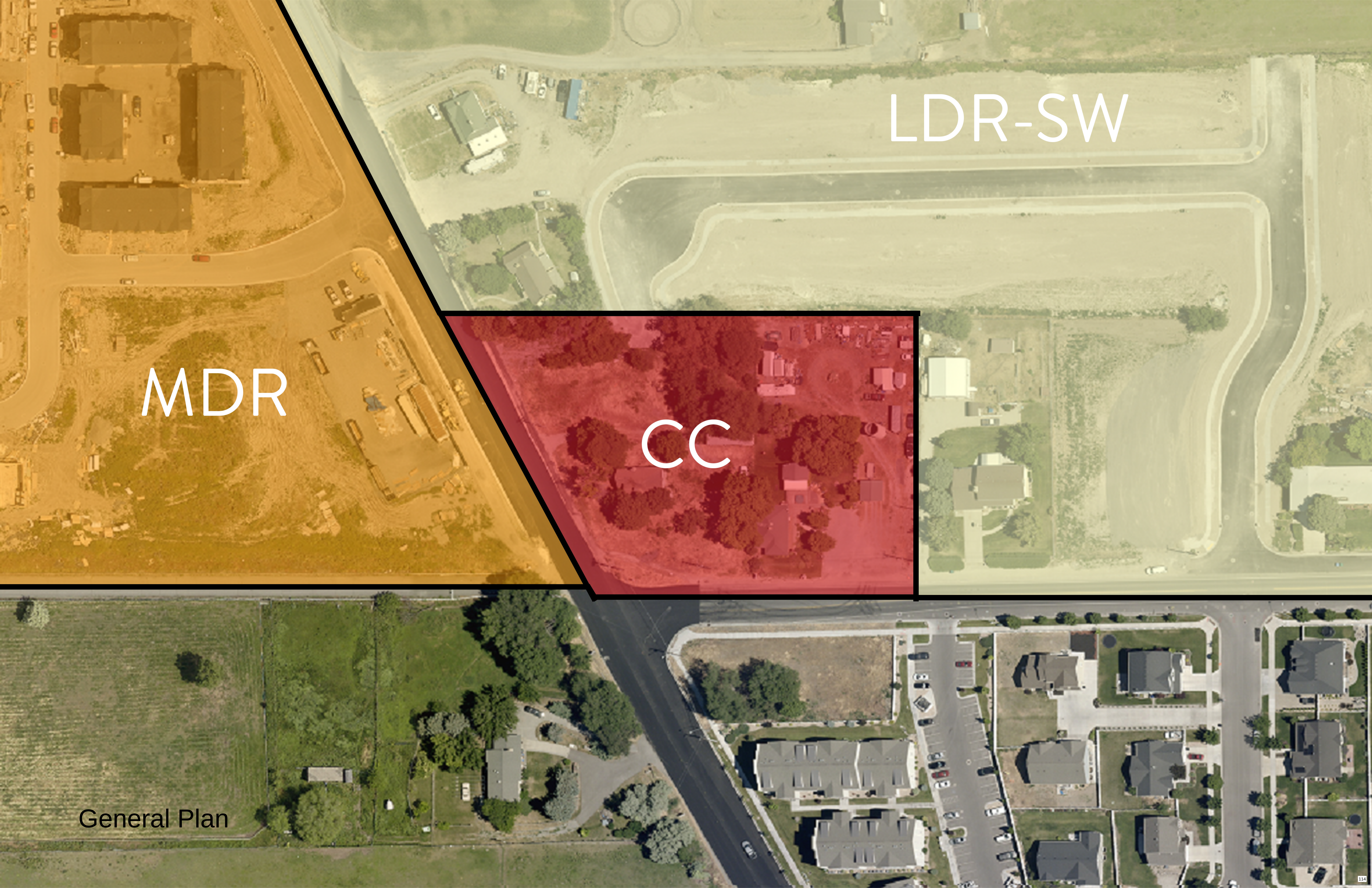
C2

PD43

Utah County

Provo City

Proposed Zoning



LDR-SW

MDR

CC

General Plan

Orem Zone Change Reason for Change
(2000 N. & Geneva Rd. Gas Station)

We are requesting consideration and possible approval for a zone change for the subject parcels to Neighborhood Commercial that would allow a convenience store and gas station.

There is new demand and population for this area.

There is a signaled intersection being constructed August of 2020 per UDOT, at 2000 South and Geneva Rd.

We believe that this zone change meets the vision of the changing needs in the southwest quadrant of Orem.

We recognize that the subject property and area was slated to be residential and we believe a well designed convenience store will better serve the needs of the patrons and surrounding community, allowing those in this area to avoid adding additional congestion to area to the north and east of town.



Google

118



45

UT-114

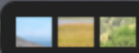
©2020 Google

Tran

Google



119













VIII. Conclusions

The proposed Lakeview Corner site is located on the northeast corner of Geneva Road and 2000 South in Orem, Utah. The site is planned to include a 22 pump gas station and is projected to generate 274 AM and 308 PM peak hour trips with 4,518 daily trips.

The following comments are made about the site:

- Geneva Road / 2000 South operates with critical WBL at LOS C in the AM peak period and LOS F in the PM peak period. This is maintained with the addition of the site in 2020. In 2025 with and without the site the intersection operates with critical WBL at LOS D in the AM peak period and LOS F in the PM peak period. If a signal is built at this location it will operate with LOS A in 2025 with and without the site. The site traffic increases traffic at the intersection by 5.2% in the AM and 4.3% in the PM peak period.
- 3100 West / 2000 South operates with critical NBL at LOS B in the AM peak period and LOS B in the PM peak period. This is maintained with the addition of the site in 2020. In 2025 without the site the intersection operates with critical NBL at LOS B in the AM peak period and LOS B in the PM peak period. With the addition of the site the intersection operates with critical NBL at LOS C in the AM peak period and LOS B in the PM peak period.
- Multifamily Access / Geneva Road operates with critical WBL at LOS C in the AM peak period and LOS C in the PM peak period. With the addition of the site the intersection operates with critical WBL at LOS C in the AM peak period and LOS D in the PM peak period. In 2025 with and without the site the intersection operates with critical WBL at LOS C in the AM peak period and LOS D in the PM peak period.
- The site access along 2000 South operates with NBL delay at LOS B with and without the site. The SBL movement for site traffic leaving the site operates at LOS C throughout 2025.
- The site access along Geneva Road operates with WBL delay at LOS C in the AM and LOS D in the PM peak period. In 2025 the access operates with WBL delay at LOS C in the AM and LOS E in the PM peak period. If a signal is not built at Geneva Road / 2000 South, delay for egress traffic to the south will begin to experience high delay by 2025. With a signal at this location, traffic headed to the south from the site can use the access on 2000 South and the signal to travel to the south.
- The queue analysis indicates that there are no expected queue overlap locations between the accesses and the surrounding intersections and accesses.
- Based on this analysis the signal is warranted per Method 1 in both the AM and PM peak periods and per Method 2 in the PM peak period.
- This segment of State Street has a Safety Index of 4 out of 10 with a crash rate 40% of the average and a severe crash rate 40% of the average.

IX. Recommendations

The following non-site related improvements are recommended:

- Due to the existing volumes at the intersection of Geneva Road / 2000 South, a signal is warranted in the AM and PM peak period and the intersection operates at high side street delay. Once the signal is installed at this location, the congestion concerns are mitigated.

The following site related improvements are recommended:

- Access 1 on 2000 South does not meet the required access spacing per Orem City Guidelines. The misalignment of the apartment access and the proposed access are offset with the north leg to the west and the south leg to the east, this a better type of offset as there is no shared storage location overlap required for the EBL at the site and the WBL at the apartments. This offset will however increase the size of the conflict area for NBL and SBL when compared to a typically aligned access. It is recommended that the access be built with an eastbound left deceleration lane. This can be accommodated by restriping 2000 South as a three lane facility between Geneva Road and 3100 West with a center turn lane and restricting parking along both sides of the street.
- Access 2 does not meet the required access spacing and will require a variance through UDOT. Per UDOT standards, this access will require a NBR deceleration lane and a SBL deceleration lane. The center lane on Geneva Road provides the left turn deceleration. The expected site frontage improvements along Geneva Road should include a shoulder area that can be used as the right turn deceleration lane.

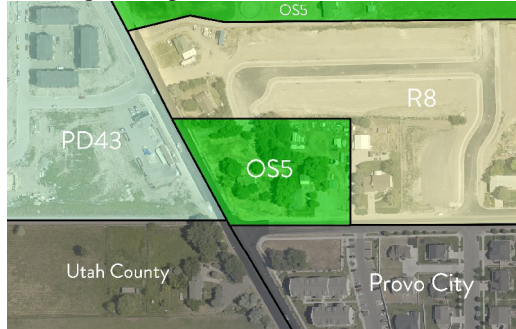
It should be noted that when the signal is installed at 2000 North and Geneva Road it will be a UDOT intersection and both accesses are considered to be within the functional area of the intersection which may restrict them to right-in / right-out operations depending if raised median islands are installed to protect the turn lane area of the intersection.

CITY OF OREM
DRAFT - PLANNING COMMISSION MEETING MINUTES
October 21, 2020

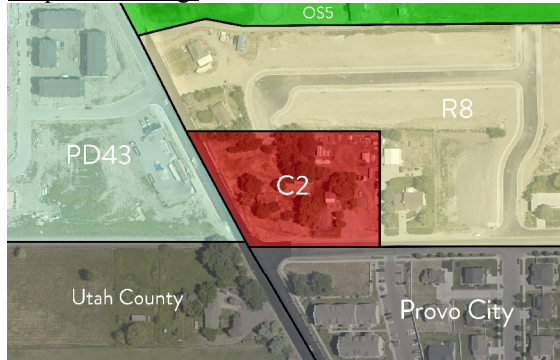
Chair Cochran asked Mr. Bench to introduce **Agenda Item 3.4**:

Agenda Item 3.4 is a request by Davies Design Build to amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

Existing Zoning:



Proposed Zoning:



Staff Presentation: The applicant is requesting the zone change to allow for a neighborhood convenience store and gas station. The proposed gas station will be patterned after the existing gas station at approximately 1700 West Main Street in Lehi. It is proposed to have internal restaurants, a convenient store, and 6-12 gas pumps.

The properties in question were originally designated in the General Plan as LDR residential. However, a recent change was made to the South-West area in the General Plan that designates this corner as Community Commercial (CC). This change was made understanding that this applicant was interested in this rezone.

The proposed rezone sits at the corner of Geneva Road and 2000 South. The Development Review Committee requested that the applicant go through preliminary review for his curb cuts since 2000 South is a Provo street and Geneva Road is a UDOT road. Preliminary UDOT and Provo City reviews have been completed. Provo is very likely to grant the request. However, UDOT has not indicated whether or not the request will be granted. Once the applicant applies for site plan approval, he will need to get full approval from both jurisdictions in addition to Orem City for the curb cuts. UDOT is planning on putting in a light at the intersection in the near future.

As the property was originally planned to be residential, the water and sewer infrastructure was also originally planned to go through this property to service the future residential properties to the east of this corner. In order to be able to still accommodate that plan, staff will require the applicant to continue those utilities through the property to the east

A complete video of the meeting can be found at www.orem.org/meetings

DRAFT Planning Commission minutes for October 21, 2020

when they apply for site plan approval. The applicant has been made aware of this and has updated the concept plan to reflect these utilities going through the north-east portion of the property.

The applicant was required to hold a neighborhood meeting prior to applying for the rezone. 44 residents attended the meeting. Below is a list of some prominent concerns with the applicant's response to each one.

- Why this particular location instead of elsewhere?
 - Demand for a convenience store in this area is increasing. The closest commercial to this location is at Geneva Road and University Parkway.
- What kind of fence will border the gas station?
 - An 8' stamped concrete wall.
- If approved for the zone change, what is the likelihood of something other than a gas station going into the property?
 - The cost of the land would prohibit anything other than a gas station from going in.
- How tall will the structure be?
 - 32 feet.

During the neighborhood meeting, the applicant asked for an informal vote of all in attendance as to whether they approved of the proposal or not. The vote was 42 in favor, 1 abstained, and 1 against. The general feel from the meeting was that the residents were excited about the proposal.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the City Council to amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

There was discussion on the item. Some of the key issues that were discussed were:

- Traffic and access. The applicant received preliminary approval from Provo City Engineering for access on 2000 South. The applicant has not yet received such approval from UDOT for access on Geneva Road, but has had a conversation with them regarding it and anticipates receiving that approval if granted site plan approval from Orem City.
- Where was the future Lakeview Parkway going to go in relation to this site? About a third of a mile west of this corner.
- Had the applicant considered this future road in his traffic study? Yes.
- Had a market study been conducted to determine if this site was viable for a gas station? Yes. The applicant conducted a market study and determined that this site was very viable for a gas station.
- The annexation of this property in the City happened about five years ago. At that time, residential uses made sense for this corner. What changed? The Church of Jesus Christ announced a temple to be placed near this site. The City changed the general plan recently for this area to attempt to be more in harmony with that site. As part of that change, this corner was designated to be commercial.
- What did the previous general plan designate this corner to be? Low Density Residential.
- Did the buyers of the new homes to the north of this site know that a gas station was potentially going in at this corner? The applicant indicated that the realtors and contractors of many of those homes attended the neighborhood meeting back in March and were aware of the change. The developer of those homes also attended that meeting and indicated that he was afraid that this gas station might compromise the closing of the sales of those homes. Most of these homes were not built at the time that neighborhood meeting was held. There is no way of knowing for sure, but these realtors and contractors may or may not have communicated that information to the home buyers. It is evident in the many public comments these residents made that they were probably not informed.
- Public Comments included some of the following concerns:
 - Many of the neighboring Provo residents expressed strong opposition to the change.
 - Many of the neighboring residents from the Peyton's Crossing Development to the north expressed opposition to the change.
 - No residents from the Auburn Meadows development to the west gave any comments.
 - Lighting was a significant concern. Some residents expressed concerns about potential neon signage.
 - Potential smells were a concern.
 - Property values were a concern.

A complete video of the meeting can be found at www.orem.org/meetings

DRAFT Planning Commission minutes for October 21, 2020

- Many expressed that they had hoped this part of Orem would remain agricultural and residential when they initially purchased their property.
- There were a few residents who expressed a desire that this be approved as there is not another gas station nearby.
- Some residents expressed strong concern that this corner had been designated as commercial. Others were not. But most expressed concern over the proposed gas station.
- The applicant addressed as many of these concerns as he could. He said that the City does not allow neon signs and staff confirmed that. He also committed to provide only the minimum requirement of lighting. He noted that the State required him to meet certain emission standards and that the smell would not be as bad as most people think because he would be meeting State regulations from the DEQ.
- There was discussion among the Commissioners about the nature of the application only being for a rezone to commercial and not for site plan approval of a gas station. Some members of the Commission understood that this corner was designated as commercial in the general plan and expressed that their concern was not for the commercial rezone, but whether the site at this corner would fit in with the surrounding neighborhood.
- It was pointed out that this intersection would become a lighted intersection in the future and that the lighting from that change would likely be worse than the gas station.
- It was also pointed out that if this rezone was denied, another commercial rezone request would likely come forward to the Commission in future because the general plan has designated this corner as commercial.
- Mr. Earl clarified that there were not many design standards for the C-2 zone. If the rezone was granted, there would be no way to legally guarantee that the applicant would build to the concept plan he had shown to the Commission.

Planning Commission Action: Chair Cochran moved to forward a positive recommendation to the City Council to amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road. Mr. Staker seconded the motion. Those voting aye: Mickey Cochran, Camille Jensen, and Mike Staker. Those voting nay: Carl Cook, Haysam Sakar, and Ross Spencer. The motion did not pass; no recommendation was made to the City Council.

Orem neighborhood meeting
2000 S. & Geneva Rd. (Gas Station)
March 3, 2020

Introduction

Ed Axley

- presentation of drone fly by of gas station
- Modern but residential feel
- Area is changing because of new temple. Lots of re zoning
- Wants feedback from public
- Project is taking 2 properties on Geneva and 2000 s .. Kent Roberts and Taylor family's home
- Community input
- Infrastructure. How much strain will infrastructure have in neighborhood because of project
- Same people in neighborhood will be the same people using gas station
- Provo is in control of 2000s the right away.
- How many pumps 6-8 pumps
- Beautiful plan what kind of traffic are you needing through the doors. 30,000 people pass there each day
- Zoned open space now.
- Some of the neighborhood wants this gas station and some absolutely do not
- Comparison is on 800 N cascade estates harmons in the north section of Orem. The neighborhood filled out even though the neighborhood was in the shadow of the gas station 2 25,000 sq ft buildings. 44 people there 42 people wanted it. 1 was against it and 1 didn't vote. In the end the neighborhood loves it. It was an orchard master plan assisted living facility
- Most recent plan does not show off ramp in this location.
- What's the impact of taxes of homes near by.
- What kind of fence will go against there property that borders the gas station. 8 feet concrete wall. Concrete and stamped . Very solid material.
- 4 way intersection is coming on at 2000 S and Geneva Road to control the traffic flow. Area is changing because of all the roof tops going in.
- If they get approval what's the Likley hood Davies would put in something different. Davies is asking neighborhood/commercial zoning. Cost of the land is prohibited to develop anything other than a gas stations.
- Mill haven homes said the city did not want this zoned commercial. They want it to stay residential.
- Why not this spot instead of another spot for this gas station. The demand is increasing with all the new homes and temples.
- 32 feet high is how high the structure will be.

Neighborhood Meeting Sign In

Project: Gas Station Convenience Store
 Project Location: North East corner: 2000 S. & Geneva Rd.
 Facilitator: Davies Design Build

Date: March 3, 2020
 Time: 7PM

PRINT NAME	PHONE	EMAIL
1. Tamara Salisbury	805-724-0585	Hammond@gmail.com
2. McKay Salisbury	703-895-8005	McKaydSalisbury@yahoo.com
3. CODY CHAMBERLAIN	801-449-0543	CODY.CHAMBERLAIN510@gmail.com
4. Ashley Axley	801-592-1199	ashleyaxley@gmail.com
5. Shad Outsen	801-361-4425	shad.outsen@gmail.com
6. Hugh Black	801-592-2406	hugh.black@gmail.com
7. Liz Robles	801-616-0314	lizrobles@gmail.com
8. Jon Banks	801-865-1633	jon@banks.fm
9. Paula Rowe	801-310-6698	rowe@digis.net
10. Jeremy Ackley	801-787-0912	jeremy@millhousehous.org
11. Eric Houston	435-640-0163	
12. Emily Jensen	801-494-1955	
13. BARRY BROWN	801-472-5797	brownfolks2@gmail.com
14. Sandi Morgan OR Sandie Morgan	801-376-2987	mmshowhorse@digis.net
15. Cassidy Baum	801-722-8548	cassidybaumredstate@gmail.com
16. Francis Rode	801-919-7686	francis.R@utahproperty.com
17. Truett Chamberlain	801-361-5855	truett.chamberlain@gmail.com
18. Linda Nielson	801-444-4285	lindae.171@juno.com
19. Ryan Knowlton	801-669-6114	ryan@rhinogfx.com
20. Ted Lee	(801) 358-7066	theodore.e.lee@gmail.com
21. Marlene Scoville	(801) 228-8408	marlenescoville@gmail.com
Michal Nigmatovai	801-675-2077	yuvdangth@gmail.com

Neighborhood Meeting Sign In

Project: Gas Station Convenience Store
 Project Location: North East corner: 2000 S. & Geneva Rd.
 Facilitator: Davies Design Build

Date: March 3, 2020
 Time: 7PM

PRINT NAME	PHONE	EMAIL
1. Lane Taylor		
2. Cindy Taylor		
3. Dwane Butler		
4. Eric Hansen		
5. Cody Chamberlain		
6. Emily Jensen		
7. Spencer Wells (Lakeview Fields	801 875 9945	spencer.wells@gmail
8. HOA President)		(please email video tnx. presentation of building)
9. Jim Harven		
10. Kent Roberts		
11. Marina and Roger Weight		
12. TANNER NORDSTROM		
13. Cassidy Baum		
14. Jeremy Ackley & wife		
15. Dan Merri		
16. Kelli Jensen		
17. Terry Way		
18.		
19.		
20.		
21.		

For more information, contact
Jake at (801) 229-7239 or
jrharding@orem.org



Digitally via Zoom, Contact Development Services

City Council Tue, Nov 10, 2020 6:00 pm
Planning Commission Wed, Oct 21, 2020 4:30 pm

Davies Design Build LLC requests the City amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

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

For more information, contact
Jake at (801) 229-7239 or
jrharding@orem.org



Digitally via Zoom, Contact Development Services

City Council Tue, Nov 10, 2020 6:00 pm
Planning Commission Wed, Oct 21, 2020 4:30 pm

Davies Design Build LLC requests the City amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

DE LEEUW, DOLAN J
276 W 130 S
LINDON, UT 84042

For more information, contact
Jake at (801) 229-7239 or
jrharding@orem.org



Digitally via Zoom, Contact Development Services

City Council Tue, Nov 10, 2020 6:00 pm
Planning Commission Wed, Oct 21, 2020 4:30 pm

Davies Design Build LLC requests the City amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

TORNOW, MICHAEL S & IVY A
11302 N NORMANDY WAY
HIGHLAND, UT 84003

For more information, contact
Jake at (801) 229-7239 or
jrharding@orem.org



Digitally via Zoom, Contact Development Services

City Council Tue, Nov 10, 2020 6:00 pm
Planning Commission Wed, Oct 21, 2020 4:30 pm

Davies Design Build LLC requests the City amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zone of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.

MILLHAVEN CONSTRUCTION LLC
272 W 200 N STE 100
LINDON, UT 84042

UTAH DEPARTMENT OF
TRANSPORTATION
%RIGHT OF WAY FOURTH FLOOR
PO BOX 148420
SALT LAKE CITY, UT 84114

BACKUS, KRISTOPHER CRAIG & JILL
RAWLINGS
44 S 300 E
OREM, UT 84058

KRISTIE SNYDER
56 N STATE STREET
OREM, UT 84057

DOME PARK PROPERTIES LLC
58 E 2650 N
LEHI, UT 84043

COMMON AREA
100 E CENTER ST
PROVO, UT 84606

SHAMROCK HOMES LLC
125 3 300 N
LEHI, UT 84043

SHAMROCK HOMES LLC
125 E 300 N
LEHI, UT 84043

JEFF LAMBSON
156 E 1060 N
OREM, UT 84057

CLASSIC JACK REAL ESTATE
HOLDINGS LLC
231 N 300 E
OREM, UT 84057

MILLHAVEN CONSTRUCTION LLC
272 W 200 N STE 100
LINDON, UT 84042

DE LEEUW, DOLAN J
276 W 130 S
LINDON, UT 84042

PROVO CITY CORPORATION
351 W CENTER ST
PROVO, UT 84601

CLYDE HOMES LLC
360 N STATE STEET STE A
LINDON, UT 84042

PETERSON, JEREMY & AMANDA
459 W 1840 S
OREM, UT 84058

THOMAS MACDONALD
489 NORTH PALISADES DR
OREM, UT 84097

HEATON, GERRY L & KAYE B
501 W MAIN CANYON RD
WALLSBURG, UT 84082

GENEVA ROAD 44 LLC
519 W STATE ST STE 202
PLEASANT GROVE, UT 84062

DEBBY LAURET
641 S 1920 W
OREM, UT 84059

TAYLOR, LLOYD
%TAYLOR, LANE
678 W 1325 N
OREM, UT 84057

CHAMBERLAIN, JON
725 S NEBO CIR
WOODLAND HILLS, UT 84653

ARIVE HOMES LLC
733 N MAIN ST
SPANISH FORK, UT 84660

BRENT SUMNER
744 WEST 550 SOUTH
OREM, UT 84058

BROWN, BARRY E & LINDA B (ET AL)
782 W 2000 S
OREM, UT 84058

GROO, DENIS E & NANCY M
838 W 2000 S
OREM, UT 84058

ROBERTS, DONALD KENT
868 W 2000 S
OREM, UT 84058

DAVID SPENCER
899 NORTH 550 EAST
OREM, UT 84097

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

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1006 W 1950 SOUTH
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1008 W 1950 SOUTH
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1014 W 1950 DS
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1018 W 1950 SOUTH
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1022 W 1950 SOUTH
OREM, UT 84058

CHOWDHARY, PRATAPRAI R &
KIRAN B
--OR CURRENT RESIDENT--
1033 W 1970 SOUTH
OREM, UT 84058

THOMPSON, BEAU
1036 W 1970 S
OREM, UT 84057

MATTHEWS, ROBERT JOSHUA &
MADISON
1037 W 1970 S
OREM, UT 84058

HURST WOOD EDUCATION
FOUNDATION INC
1095 S 800 E
OREM, UT 84097

TERRY PETERSON
1125 LYNNWOOD DRIVE
OREM, UT 84097

CHOWDHARY, PRATAPRAI R &
KIRAN B
1373 W RAMES RD
SOUTH JORDAN, UT 84095

MORGAN, DAVID S & SANDRA C
1476 LAKESHORE DR
PROVO, UT 84601

HOLLAND, CINDY B (ET AL)
1600 GROVE CREEK CT
ROSEVILLE, CA 95747

EXO INVESTMENTS LLC
1815 N 1880 W
PROVO, UT 84604

HURST WOOD EDUCATION
FOUNDATION INC
--OR CURRENT RESIDENT--
1875 S GENEVA RD
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1893 S 1030 WEST
OREM, UT 84058

MAPLE MOUNTAIN BUILDERS LLC
1896 N 1120 W
PROVO, UT 84604

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1897 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1899 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1901 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1903 S 1030 WEST
OREM, UT 84058

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 103
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 104
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 105
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 106
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 203
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 204
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 205
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 206
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 303
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 304
PROVO, UT 84601

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1907 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1909 S 1030 WEST
OREM, UT 84058

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057-2101

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1911 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1913 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1917 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1919 S 1030 WEST
OREM, UT 84058

TRONSON, TANNER
1921 N 1640 W
PROVO, UT 84604

HEATON, GERRY L & KAYE B
--OR CURRENT RESIDENT--
1921 N GENEVA RD
PROVO, UT 84601

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1921 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1923 S 1030 WEST
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1927 S 1030 WEST
OREM, UT 84058

BRINKERHOFF, WALTER A & CONI JO
(ET AL)
1928 SIYTG 1030 W3ST # 429
OREM, UT 84058

BOARDWALK INDUSTRIES LLC
--OR CURRENT RESIDENT--
1929 S 1030 WEST
OREM, UT 84058

OYANEDEL, ANGEL PATRICIO
1929 S GENEVA RD
OREM, UT 84058

NIELSON, LINDA E
1931 N 3100 W
PROVO, UT 84601

CISNEROS, JESUS JR & CHRISTIAN A
1936 N 3100 W
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 101
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 102
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 103
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 104
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 201
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 202
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 203
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 204
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 301
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 302
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 303
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 304
PROVO, UT 84601

GARDNER, ANDREW & JESSICA
1939 N 3100 W
PROVO, UT 84601

NORDSTROM, MACKENZIE &
TANNER
1942 N 3100 W
PROVO, UT 84601

THENOT, JODY R
1953 N 3050 W
PROVO, UT 84601

FLYGARE, KELLY
1959 N 3100 W
PROVO, UT 84601

MERRILL, SETH & BROOKE
1965 N 3050 W
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 101
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 102
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 103
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 104
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 105
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 106
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 201
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 202
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 203
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 204
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 205
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 206
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 301
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 302
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 303
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 304
PROVO, UT 84601

BAHR, DON F & VONDA P
1969 N GENEVA RD
PROVO, UT 84601

HART, RACHEL (ET AL)
1971 N 3100 W
PROVO, UT 84601

HERNANDEZ, GABRIELA COMPRES &
GABRIELA
1979 N 3100 W
PROVO, UT 84601

HERIFORD, HANK & AUBREY
1987 N 3100 W
PROVO, UT 84601

GERMAN, EDWARD & JEANNETTE
VARGAS
1988 N 3100 W
PROVO, UT 84601

PROVO CITY CORPORATION
--OR CURRENT RESIDENT--
1992 N GENEVA RD
PROVO, UT 84601

BOARDWALK INDUSTRIES LLC
2000 S GENEVA RD
OREM, UT 84058

LAKEVIEW FIELDS HOMEOWNERS
ASSOCIATION
%ROBLES, LIZ
3089 W 1930 N
PROVO, UT 84601

JAUREGUI, JOSE ARMANDO
3103 W 1930 N
PROVO, UT 84601

VINDEL, JOSUE MORENO & KELLY
MORENO
3713 N 600 E
PROVO, UT 84604

ALVARENGA, BORIS & JOSIE
4393 SHADYHOLLOW LOOP
LEHI, UT 84043

UTAH DEPARTMENT OF
TRANSPORTATION
4501 S 2700 W
SALT LAKE CITY, UT 84114

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

BOARDWALK INDUSTRIES LLC
6955 UNION PARK CTR # 160
MIDVALE, UT 84047

GRAY, TYRELL
8651 S 1150 E
SPANISH FORK, UT 84660

CAMPBELL, CHAD
9167 S 6000 W
PAYSON, UT 84651

TORNOW, MICHAEL S & IVY A
11302 N NORMANDY WAY
HIGHLAND, UT 84003

Nate Houston
180 E 300 N
Panguitch, UT 84759
702.277.1658
nate@hoodoopartners.com

10/28/2020

Mayor Richard Brunst
Orem City Council Members:
Jeff Lambson
Debby Lauret
Tom Macdonald
Terry Peterson
David Spencer
Brent Sumner

Mayor and Council Members:

Thank you for your time and willingness to consider my below message in regards to the zoning of 2000 South and Geneva Road.

My name is Nate Houston and have been directly working with Davies, Design, Build as the operating partner for convenience stores, gas stations and QSR food establishments. We currently operate in Utah and Colorado markets. My business as a retail and fuel operator began in 2014 in Panguitch, UT. Prior to 2014, my time was spent managing the operations finance team for an ultra-low cost carrier airline and was a CPA with Deloitte prior to the airlines.

This letter is specific to the environment concern discussed in the Planning Commission meeting held on 10/27/2020.

New gas station construction is very differently than construction completed 10+ years ago. Below are some of the methods and equipment we use to ensure environmental compliance, which is synonymous with our success as operators and investors.

1. Underground storage tanks (UST): new installs have multiple options to provide continuous monitoring of an environmental release. This is completed through Interstitial Monitoring, which means the USTs have sensors between the exterior shell of the UST and the fuel holding tank of the UST. These alerts are instant when the sensor is triggered (see page 4-5).
2. Automatic Tank Gauging (ATG - Inventory monitoring): this provides automatic inventory monitoring vs manual sticking the tank (like a dip stick on car oil). This is implemented at all our sites that have USTs. The tank readings flow directly to our IT system and allow us to automatically monitor inventory and identify any variance in fuel gallons (see page 3).
3. Statistical Inventory Reconciliation (SIR): this is a method of statically tracking fuel inventory to monitor if an environmental release may be taking place. The IT system we use in connection with the ATG make this an automated process within our business (see page 6).

4. **Electronic Line Leak Detection:** This piece of equipment actively tests the fuel lines in the ground on a regular basis. Example: 3 people are pumping on the unleaded line, when the final fueler hangs up the nozzle, the electronic line leak detection will engage and pressurize the line. If pressure is lost there will be an automatic stop to that fuel line that would need to be addressed before that line can pump more fuel. This testing can be completed every time a fueling events is finalized (i.e. after 30 seconds of no fuel flow, the test will begin).
5. **Double Walled Flex Fuel Piping:** If there is a leak in the main pipe, it is released into the exterior piping and the pressure will push it back to a sump containment. This release would be noted through a sensor that identifies liquid in the sump containment or an A/B inspection. Many older sites may have single walled piping, which could result in a line leak directly into the earth (see page 9).
6. **Under dispenser containment (UDC) and sump pump containment** will be installed to separate fueling equipment from any direct ground contact, providing an additional layer of environmental protection.
7. **A/B Operator Monthly Inspections:** This inspection includes evaluation of the entire fueling system and documenting it for the state and internal records (see page 8).
8. **Tank tightness testing & pipe tightness testing:** this is required by the state each year, we have a good relationship with our contacts at DEQ and have a great track record of compliance.
9. **Vapor recovery at delivery:** Deliveries should all have vapor recovery. If we witness a delivery without vapor recovery, we will stop the delivery personnel and request that they implement it. We will then report the event to the company's dispatch group.

The above items are not exhaustive but are part of the core items ensuring that our environmental risks are aligned with our investment risk.

The financial risk we expose ourselves to if we are negligent concerning the environment would eliminate any investment benefit and no operator that cares about their patrons, business and investors would allow this to happen.

Regards

A handwritten signature in black ink, appearing to read 'Nate Houston', with a stylized, sweeping underline.

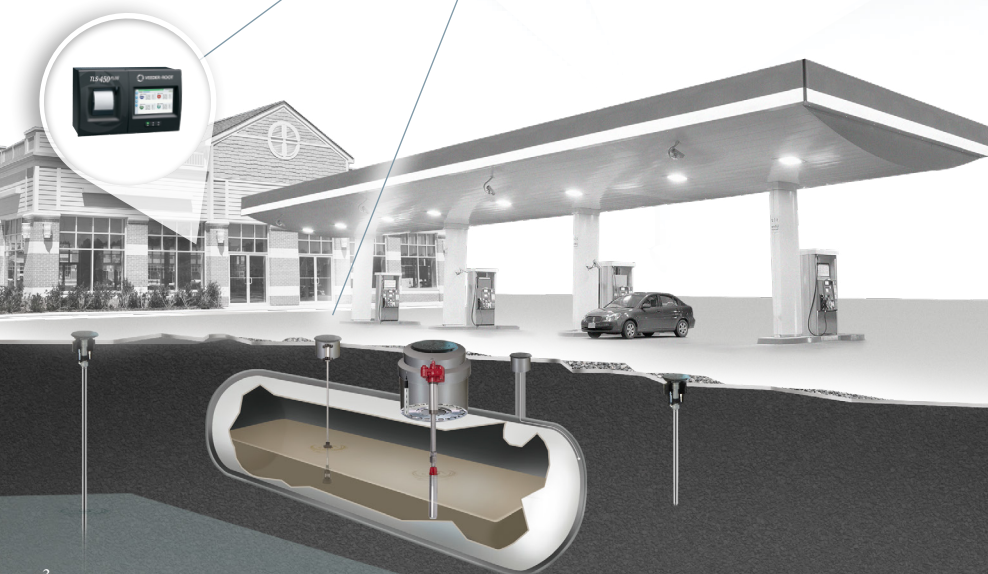
Nate Houston

AUTOMATIC TANK GAUGING [ATG] SYSTEM

An ATG system detects leaks through highly accurate inventory measurements combined with the tracking of delivery and dispensing activities.

Automatic Tank Gauge (ATG)

Inventory Probe for
Automatic Tank Gauging



Required Equipment

An ATG that meets regulatory requirements (TLS-450PLUS)

Probes with Leak Detection capability for each tank

Optional leak testing software for Continuous Statistical Leak Detection (CSLD)

What are the regulatory requirements?

The ATG must be able to detect a leak of 0.2 gallons per hour with a 95% probability of detection and with a false alarm rate of 5%

The ATG must perform Inventory Control

The ATG must be operated in one of the following modes:

Static Leak Detection testing
(Veeder-Root's 0.2 SLD test)
conducted every 30 days

Continuous Statistical Leak Detection
(Veeder-Root's CSLD mode)
operating on an uninterrupted basis

INTERSTITIAL MONITORING

Interstitial Monitoring requires secondary containment, which provides a barrier between the tank or piping system and the environment. The barrier holds the leak between the tank and the barrier so that the leak is detected.

Automatic Tank Gauge (ATG)

Interstitial Space
tank jacket, stand-off material,
steel inner tank

Required Equipment

Double-walled USTs, in which an outer wall completely surrounds the primary tank

- *Brine-filled for Wet Monitoring*
- *Dry Space (annulus) for Dry Monitoring*

Impermeable excavation liners that partially or completely surround the tank

Internally fitted liners (bladders)

Interstitial Sensor

- *An automatic tank gauge monitors the Interstitial Sensors (TLS-450PLUS)*

What are the regulatory requirements?

The interstitial monitor must be checked at least once every 30 days

Considerations

The interstitial sensor needed will depend on the type of secondary containment barrier and the tank material being used.



WHAT SENSORS CAN BE USED FOR INTERSTITIAL MONITORING?



Non-discriminating Liquid Sensor

Detects the presence of liquids in dry spaces

Pictured: Fiberglass Tank Interstitial Sensor (Steel tank model also available)



Hydrostatic Sensor

Detects a change in the level of a monitoring liquid between the walls of a double-walled tank

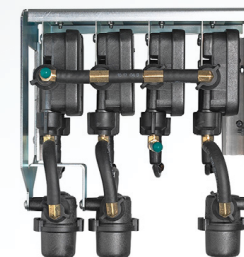
Pictured: Dual-point Single Float Hydrostatic Sensor



Discriminating Liquid Sensor

Detects the presence of hydrocarbons in dry spaces

Pictured: Solid State Interstitial Sensor



Secondary Containment Vacuum Sensor

Detects a change in condition that indicates a hole in the interstitial spaces

Pictured: Vacuum Sensing Kit

STATISTICAL INVENTORY RECONCILIATION [SIR]

SIR analyzes inventory, delivery, and dispensing data collected over a period of time (30 to 60 days) to determine whether or not a tank system is leaking.

What are the regulatory requirements?

0.2 gallons per hour leak detection meets monthly requirements for the life of the tank

0.1 gallons per hour leak detection capability meets the federal requirements as an equivalent to tank tightness testing

If the SIR system has the ability, it can also provide a tightness test result on the product piping system

Considerations

SIR is a vendor-supplied service that requires reoccurring fees

Does not reduce the burden of collecting and transferring or transposing inventory data

TANK TIGHTNESS TESTING + INVENTORY CONTROL

This is a combination of two practices:
Tank tightness testing and inventory control

Tank tightness testing requirements

Annual test conducted by vendor who installs special equipment to test the portion of the tank that routinely contains product.

Inventory Control requirements

Daily inventory level measurements to 1/8" accuracy

Monthly water level measurements to 1/8" accuracy

Monthly reconciliation of deliveries and dispensing

Monthly calculation to prove that the system is not leaking

What are the regulatory requirements?

Must supply monthly inventory calculation, capable of detecting a leak of 1% of monthly throughput + 130 gallons, proving no leak

Pass an annual tank tightness test capable of detecting a leak of 0.1 gallons per hour

Considerations

This method can only be used for 10 years after installing a new UST or upgrading an UST with corrosion protection

Operations must be suspended during tank tightness testing

Inventory control requirements can be met with ATG data

MONTHLY INSPECTIONS

40 CFR §280.36(a)(1)(i) requires owners/operators to visually inspect spill prevention equipment and release detection equipment at least once every 30 days.

What are the regulatory requirements?

At a minimum, each inspection must include the following:

SPILL PREVENTION EQUIPMENT

Visually check for damage

Remove liquid or debris

Check for and remove obstructions in the fill pipe

Check that fill pipe cap is secure

Check for leaks in interstice

(for double-walled equipment with interstitial monitoring)

RELEASE DETECTION EQUIPMENT

Check to ensure equipment is operating with no alarms or unusual operating conditions present

Ensure records of release detection testing are reviewed and current

ANNUAL INSPECTIONS

40 CFR §280.36(a)(1)(ii) requires owners/operators to visually inspect the following at least once each year.

What are the regulatory requirements?

At a minimum, each inspection must include the following:

CONTAINMENT SUMPS

Visually check for damage, leaks to the containment area, or releases to the environment

Remove liquid or debris from contained sumps

Check for leaks in interstice

(for double-walled equipment with interstitial monitoring)

HAND-HELD RELEASE DETECTION EQUIPMENT

Check devices such as tank gauge sticks or groundwater bailers for operability and serviceability

FLEXIBLE PIPEWORK SYSTEM SOLUTIONS

Double wall (or secondary contained) XP pipe features a premium multi-layer construction designed to provide double wall protection, give enhanced strength, and allow the flexibility needed for sweeping bends.

PREMIUM PIPE CONSTRUCTION

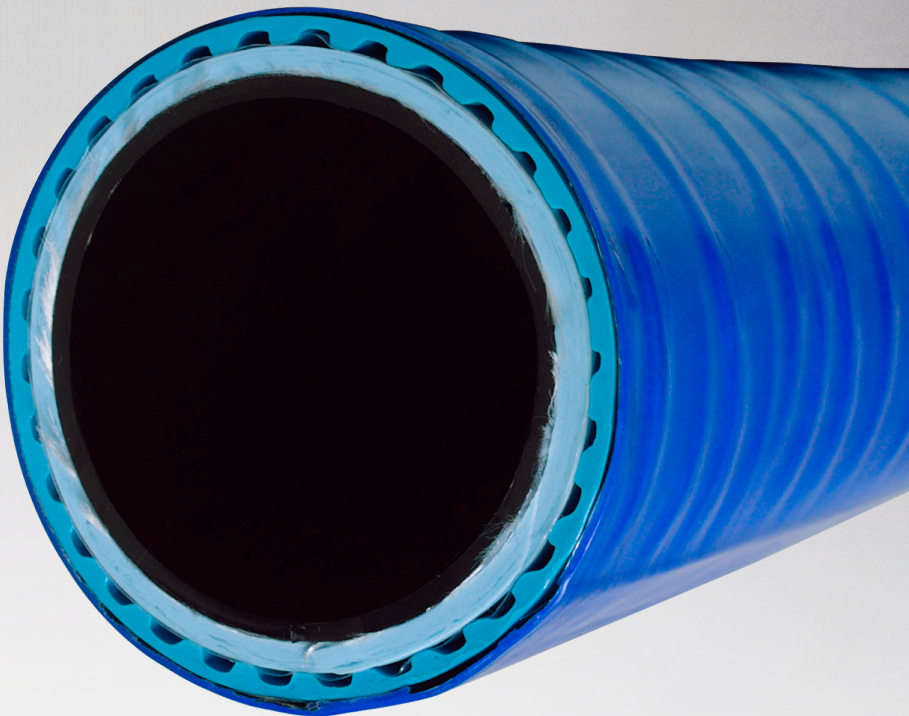
- 1 Interior primary (Nylon 12)
- 2 Metallized Mylar
- 3 Nylon Braid
- 4 Exterior Primary (Nylon 12)
- 5 Clear Mylar
- 6 Secondary Jacket (Nylon 12)
- 7 Metallized Mylar
- 8 Scuff Guard (Nylon 12)

XP pipe is offered in 1", 1 1/2", 1 3/4", and 2" diameters in a variety of lengths.

FLEXIBLE PIPEWORK

APT™ brand XP pipework provides a highly flexible pipework solution that makes installation simple and easy in any weather condition or site configuration.

- XP pipe features a 3 ft. bend radius for all pipe diameters making it one of the most flexible, yet durable fuel pipes available.
- With long coils (1000+ ft.) and simple fittings, XP pipework can be installed quickly without specialized tools in any weather.
- By combining the XP pipework system with APT brand sumps and entry fittings, you can achieve true watertight containment.



RIGID ENTRY BOOTS

- APT™ brand XP tee, elbow and quick release fittings allow for an easy, space-saving installation by eliminating the need for additional fittings and threaded connections.
- Reducing threaded connections eliminates potential leak paths inside of the containment space.
 - Compact fittings free up valuable space inside of tight containment sumps where space is already at a premium.
 - There are no special tools or drying times with these standard fittings. Installation can be carried out quickly.



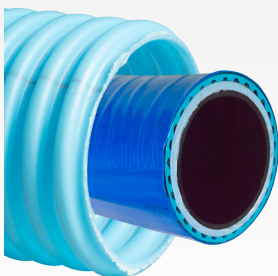
RIGID ENTRY BOOTS

- Rigid entry boots allow you to connect XP double wall flexible pipe and conduit to containment sumps with an unsurpassed level of installation ease, while also completely removing exposed rubber from the connection.
- Requires only a single entry hole for installation - no drilling multiple holes as well as the templates they require.
 - The interior ridges of the boot guide XP flexible pipe into place to ensure a proper 90° entry.
 - Suitable for use on flat and round sumps.



SPLIT TEST BOOTS

- APT™ brand split test boots are designed to make the integrity testing of secondary contained XP pipe simple and easy for both new and existing sites.
- A hinged design allows you to clamp the boot down over the pipe after it has been installed.
 - The integrated Schrader valve allows you to apply air pressure (5-8 psi) while the Nitrile rubber seals create an airtight chamber for testing purposes.
 - Once testing is complete the boot can be left in place for future testing or easily removed for use at other sites.



PIPE DUCTING

- APT™ brand 4" XP Pipe ducting allows for simple and easy underground pipe removal without the need for extensive excavation.
- The 4" inside diameter of the ducting allows XP pipe to easily slide through during installation or removal.
 - Recommended for future-proofing sites for pipe changes or as an empty conduit for future added lines.
 - The corrugated polyethylene design prevents collapse under the weight of backfill and protects the pipe.



WATERTIGHT DUCTED ENTRY BOOT

- APT™ brand Fusion Ducted Entry Boots provide a watertight seal between XP Pipe and polyethylene constructed containment sumps.
- Utilizing the electrofusion welding process, the entry boot, ducting, and sump become one solid structure, creating a watertight entry into the containment space.
 - The electrofusion welding process is safe and simple to complete in any climate and virtually any weather condition.
 - Ducting is recommended for future-proofing sites for pipe changes or as a pull chase for future station expansion.

2000 South Gas Station

1 message

Canon Jensen <canon@daviesdb.com>

Mon, Nov 2, 2020 at 12:04 PM

To: jwbench@orem.org

Hello,

I currently work for Davies Design Build, live in Orem somewhat close to the subject property, and am voter. I am sending this comment as a resident who truly would like a convenience store closer. While it may be hard to believe, I am NOT sending this comment because I am an employee with the applicant. No one has asked me to send this.

I personally would enjoy having this gas station mainly because it would be much closer to my home than any other gas station.

I am also currently going to school and having this gas station on the subject property would benefit many students due to the large number of them that live on our side of town that do not have a gas station very close to where they live.

Lastly I understand the concerns that others may have about having this gas station, but I do not take in consideration those that do not leave a name or some kind of identification with their comments during your meeting. (Mostly due to the fact that one person could easily spam your inbox with multiple comments against the project from another area or not from Orem). Thank you for listening to my comments and I understand if my job at Davies Design Build minimalizes the things I have said.

Sincerely,

-Canon Jensen
115 Westview Dr.
(in Orem)

Orem City Planning Commission

20 October 2020

RE: Public Hearing Article 22-5-3(A) – Rezoning Open Space for a Gas Station (Geneva & 2000 S)

Dear Planning Commission Members,

I am writing as a concerned citizen and on behalf of the members of the Lakeview Fields HOA, for which I am currently serving as President. My name is Tanner Nordstrom, I am a husband and have two small children, Calvin 2, and Camille 5 mos.

Our neighborhood recently received a notice in the mail that Orem City intends to move forward with a rezoning in our community that would have significant negative implications for our health, quality of life, and home values.

The rezoning in question is proposed by Davies Design who would like to build a gas station and minimart on the North East corner of Geneva and 2000 S. Davis has an option to buy the land if they can get the rezoning, build their gas station, and flip it for a nice profit while those of us living nearby will suffer the consequences daily. Please see the following information that I hope will provide valuable insight before this significant decision is made:

- Several months ago, Davies Design held a townhall/community meeting where the residents of the area attended. The Davies representative was combative and belittling to the families and farmers who expressed concern and their strong desire that this rezoning not take place. Please note, the Neighborhood meeting minutes provided to you by Davies regarding community support are false. With only 1 or 2 voices in hesitant support, everyone else in the room was passionately against this rezoning and development. Several people in attendance threatened to file lawsuits. Unless a separate, secret meeting was held I believe Orem City Planning was misled by Davies. To be clear, the significant majority of attendees voiced their clear desire that this gas station not be built
- It should also be noted that at the community meeting we attended Davies showed plans for the station to have 6-8 pumps, the meeting minutes given to you also states this. The Traffic Study however shows that Davies intends to have 22 pumps, further example that we are being misled by a developer who cares little for the impact to our homes and families
- As I understand it, Provo City controls 2000 S. Despite what Davies told you, a call to Provo City Planning today disclosed that they are not aware of this rezoning and development. There also is no commitment to allow a road cut onto 2000. 2 calls to Provo City Council members also found that they are not aware of this change along their border and both expressed concern for lack of information and voiced their lack of support for such a misfit development for the area
- Davies is wanting to move forward with a rezoning before having approval from UDOT or Provo City for the necessary road changes that would be required per the Traffic Study
- The final paragraph of the Traffic Study indicates that the gas station is too close to the intersection and would cause issues on both Geneva and 2000 S. Geneva can't support the

traffic delays right on that corner, even with a light. Entering and exiting from 2000 would cause delays and accidents

- It is myopic to rezone one plot without fully considering the master plan of the area that includes the families that live there. Changes to a general plan and zoning based on a specific proposal is bad planning because if the proposed project fails for any reason a more intense use would then be a permitted use
- If the Planning Commission is intent on moving this forward it should be a conditional use to mitigate the negative aspects of such a development such as limitations on hours of operation, shielded lighting, number of fuel pumps, security, etc.
- Light Pollution is a serious concern given our proximity to the gas station. The elevation drawings from Davies show neon signs along the canopy above the pumps and a large sign along 2000 S (facing our homes) showing gas prices. The residences surrounding the proposed gas station are 3 story apartments and 2 story homes – all of which would be directly impacted by the lights and signs from the station. This kind of light pollution is in direct contrast to the family centered community we are trying to raise our kids in. This kind of development is a textbook example of the light pollution that interferes with people's ability to sleep and the health implications that arise from such. Please look around the area, families live here. This is not a commercial area
- I found several studies that document the measured airborne toxins that are generated by the intended use of a gas station. Between the apartments and neighborhood, there are a lot of little kids that would be exposed to the vapors and toxins from the use of the gas pumps. Of high concern is the evaporation of gas' noxious ingredients. Granted, new gas stations now capture some of these vapors. But such devices don't catch all the fumes, which also emanate from evaporating or dripped gas, from idling engines, from unsealed tanks on older cars, and from tanker trucks whose drivers bypass vapor recovery systems to speed up fuel transfers. The net result is that every gas station is like an invisible smokestack. Its vapor plume extends across adjacent roads and neighborhoods. The plume's vapors dissipate naturally in wind and sunlight, but in residential settings they can impact indoor air quality of nearby homes
- Unfortunately, gas stations also have long-term offsite impacts. That's because gasoline, like paint and glue, contains a veritable xylophone of toxic ingredients such as benzene, toluene and xylene. These compounds, when breathed at low concentrations, aren't usually acutely harmful, but do have significant long-term impacts on our health
- I have read through several scientific studies regarding the potential effect of convenience stores that sell liquor on crime and public health. These findings indicate that allowing off-sale of alcoholic beverages at a proposed convenience store will increase crime and other adverse health effects, especially if the store is open 24/7. One study indicated the presence of an off-sale, 24/7 establishment "may attract people at increased risk for involvement with violent crime." In another study, researchers concluded: "Children with an alcohol outlet on the route to school were more likely to be offered alcohol, tobacco, and other drugs as well as be exposed to drug selling and seeing people using drugs."
- Home values are another variable to be considered as again, several reports and studies show that proximity to a noisy, brightly lit, toxin producing gas station has a negative impact on nearby property values. Have you ever looked for a new home for your family and thought how great it would be to live by a gas station?

- It is also worth noting, there is already a gas station within convenient driving distance at the corner of University Parkway and Geneva
- Compared to residences or many other commercial establishments, gas stations and their convenience stores experience more frequent fires, toxic spills, pedestrian, and vehicle collisions, and “crimes of opportunity” like theft – none of which help build a healthy community

That area is currently open space for a reason – it is intended to remain open. Rezoning to high density commercial is extreme and not fitting for the area. There are many other uses for the land and if a rezoning should happen, it should match the area. Families moved into and continue to move into that area with the understanding and expectation that this is a residential area. A gas station is an extreme contrast to a residential area, and we ask that the city honor the current general plan, or at least rezone to low/medium density residential.

I’m grateful to live in a country where we have the right and ability to voice our concerns and be involved in the developing of the communities we live in. I am grateful for our local government and the crucial role you all play in helping our corner of Utah grow in a thoughtful, purposeful way. Thank you for considering our voices and concerns.

Please feel free to contact me.

Sincerely,

Tanner Nordstrom

Tanner Nordstrom,

Lakeview Fields residents, and on behalf of those who voiced their disapproval and frustration

Cell: 530-524-8682

DRAFT

ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING ARTICLE 22-5-3(A) AND THE ZONING MAP OF THE CITY OF OREM BY CHANGING THE ZONING OF APPROXIMATELY 2.16 ACRES FROM THE OS5 ZONE TO THE C2 ZONE AT APPROXIMATELY 2000 SOUTH GENEVA ROAD.

WHEREAS on May 3, 2020, Davies Design Build filed an application with the City of Orem requesting that the City Council amend Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road; and

WHEREAS a public hearing considering the subject application was held by the Planning Commission on October 21, 2020, and the Planning Commission made no recommendation to the City Council regarding the application; and

WHEREAS a public hearing considering the subject application was held by the City Council on November 10, 2020, and an additional public meeting was held on December 8, 2020; and

WHEREAS the agendas of the City Council meetings at which the request was heard were posted in the Orem Public Library, the Orem City Webpage, and the City Offices at 56 N State Street; and

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

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

1. The City Council finds this request is in the best interest of the City because it will allow for commercial development to serve the needs of residents and businesses in the area.
2. The City Council hereby amends Article 22-5-3(A) and the zoning map of the City of Orem by changing the zoning of approximately 2.16 acres from the OS5 zone to the C2 zone at approximately 2000 South Geneva Road.
3. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
4. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.

DRAFT

PASSED, APPROVED and ORDERED PUBLISHED this **8th** day of **December** 2020.

Richard F. Brunst, Jr., Mayor

ATTEST:

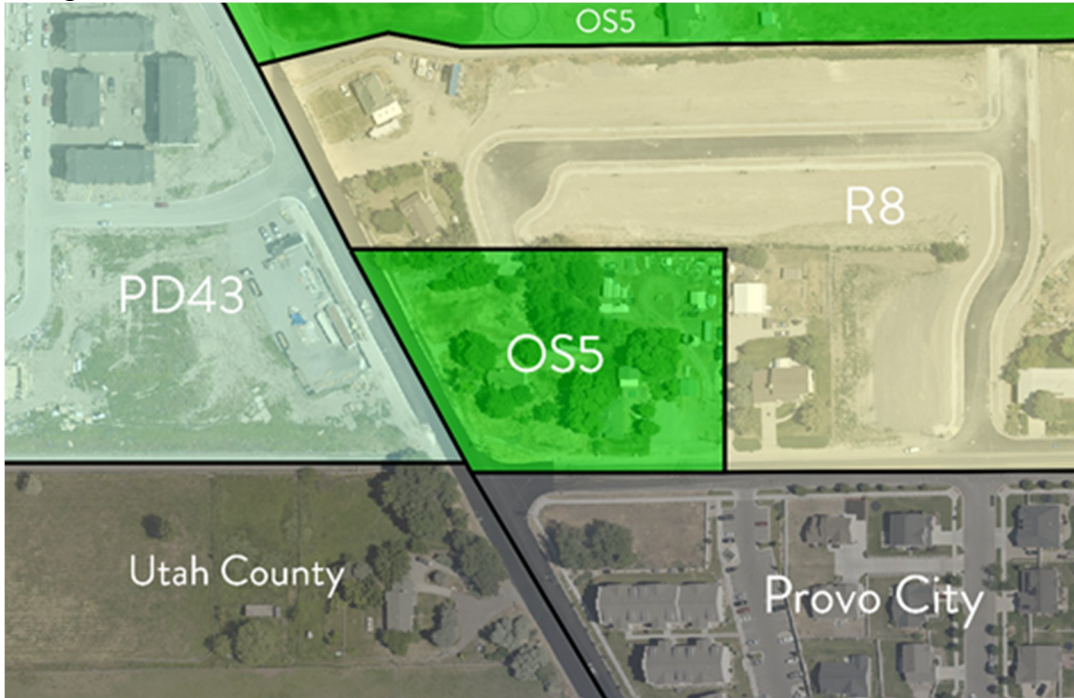
JoD'Ann Bates, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

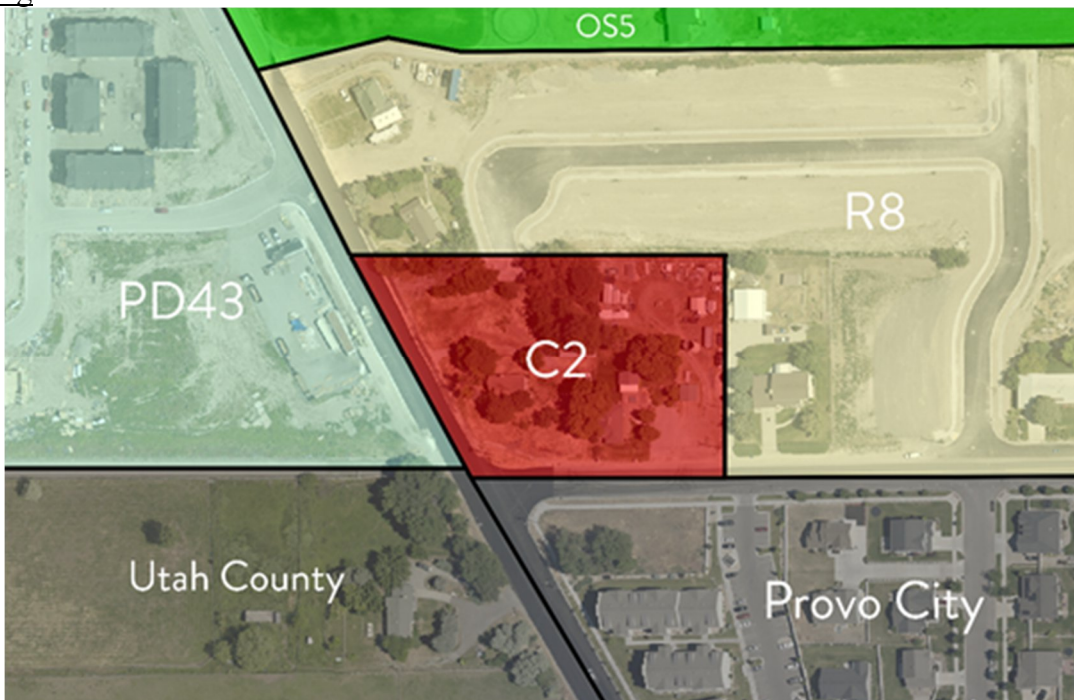
DRAFT

EXHIBIT A

Existing Zoning



New Zoning





City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Greg Stephens

Submitting Department: Legal

Item Type: Resolution

Agenda Section:

Subject:

RESOLUTION - Ratifying the Real Estate Donation Agreement between IHC Health Service, Inc and The City of Orem.

Suggested Action:

The City Manager recommends that the City Council, by resolution, ratify the proposed Real Estate Donation Agreement between IHC Health Services, Inc. and the City of Orem.

Presenter:

Jamie Davidson

Background:

IHC Health Services has historically leased property adjacent to Orem Community Hospital to the City of Orem for public recreational uses. In the proposed Real Estate Donation Agreement, IHC donates this 9.87 parcel to the City of Orem, subject to the terms and conditions in the agreement. By signing and ratifying this Agreement, the City agrees (1) to use the parcel for public recreational, park or open space purposes; (2) to allow IHC to place a monument on the parcel acknowledging IHC's donation to the City; and (3) to maintain the current walking path easement on the property. If the City fails to use the parcel for public recreational, park or open space purposes, then the parcel reverts back to IHC. The City Manager has signed the proposed agreement, subject to the City Council's ratification. The City Council ratifies the Real Estate Donation Agreement in the proposed resolution.

Potentially Affected Area:

Attachments:

[ihc.donation.orem.2020.res.docx](#)

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE OREM CITY COUNCIL RATIFYING THE REAL ESTATE DONATION AGREEMENT BETWEEN IHC HEALTH SERVICES, INC. AND THE CITY OF OREM.

WHEREAS, IHC Health Services, Inc. (“IHC”) has historically leased property adjacent to Orem Community Hospital to the City of Orem for public recreational uses; and

WHEREAS, IHC now desires to donate this 9.87 acre parcel to the City of Orem pursuant to the Real Estate Donation Agreement attached hereto as Exhibit “A” and incorporated herein by reference, subject to the City’s agreement (1) to use the parcel for public recreational, park or open space purposes; (2) to allow IHC to place a monument on the parcel acknowledging IHC's donation to the City; and (3) to maintain the current walking path easement on the property; and

WHEREAS, the City Council finds that the proposed donation benefits the City of Orem and desires to ratify the Real Estate Donation Agreement.

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

1. The Orem City Council hereby ratifies and accepts the terms of the Real Estate Donation Agreement attached hereto as Exhibit “A”.
2. All resolutions and policies in conflict herewith are hereby repealed.
3. This Resolution shall take effect immediately upon passage.

DRAFT

PASSED and APPROVED this **8th** day of **December**, 2020.

City of Orem

By: Richard F. Brunst, Jr., Mayor

ATTEST:

JoD'Ann Bates, City Recorder

CITY COUNCIL MEMBERS	AYE	NAY	ABSTAIN
Mayor Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

CITY OF OREM
BUDGET REPORT FOR THE MONTH ENDED OCTOBER 2020

Percent of Year Expired: 33%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2021	% To Date FY 2020	Notes
10 GENERAL FUND								
Revenues	51,715,634	4,223,632	9,194,022			18%	23%	
CARES Grant	6,978,967		6,978,967			100%		
Appr. Surplus - Current	2,078,500		2,078,500			100%		
Appr. Surplus - Prior Year	2,977,715		2,977,715			100%		
Std. Interfund Transactions	5,263,888		5,263,888			100%		
Total Resources	69,014,704	4,223,632	26,493,092		42,521,612	38%	35%	
Expenditures	69,014,704	4,587,315	23,134,830	1,153,375	44,726,499	35%	37%	
20 ROAD FUND								
Revenues	2,960,000	1,504	480,543			16%	13%	
Appr. Surplus - Prior Year	1,840,664		1,840,664			100%		
Total Resources	4,800,664	1,504	2,321,207		2,479,457	48%	48%	
Expenditures	4,800,664	67,446	1,424,783	779,239	2,596,642	46%	52%	
21 CARE TAX FUND								
Revenues	2,045,000	208,363	426,748			21%	18%	
Appr. Surplus - Current	194,999		194,999			100%		
Appr. Surplus - Prior Year	3,153,116		3,153,116			100%		
Total Resources	5,393,115	208,363	3,774,863		1,618,252	70%	69%	
Expenditures	5,393,115	4,490	898,162	4,000,000	494,953	91%	40%	1
24 TRANSPORTATION SALES TAX FUND								
Revenues	1,915,000	184,990	377,465			20%		
Appr. Surplus - Prior Year	1,829,730		1,829,730			100%		
Total Resources	3,744,730	184,990	2,207,195		1,537,535	59%		
Expenditures	3,744,730	16,299	832,590	576,217	2,335,923	38%		
30 DEBT SERVICE FUND								
Revenues	5,723,144	9,062	1,412,941			25%	10%	
Appr. Surplus - Current	807,917		807,917			100%		
Total Resources	6,531,061	9,062	2,220,858		4,310,203	34%	10%	2
Expenditures	6,531,061	57,287	204,619		6,326,442	3%	4%	
45 CIP FUND								
Revenues	862,000	452,347	585,818			68%	7%	
Appr. Surplus - Prior Year	18,629,954		18,629,954			100%		
Total Resources	19,491,954	452,347	19,215,772		276,182	99%	92%	
Expenditures	19,491,954	543,918	2,567,426	1,561,348	15,363,180	21%	31%	3
51 WATER FUND								
Revenues	20,337,606	2,106,858	10,287,857			51%	49%	
Appr. Surplus - Current Year	325,000		325,000			100%		
Appr. Surplus - Prior Year	20,064,667		20,064,667			100%		
Total Resources	40,727,273	2,106,858	30,677,524		10,049,749	75%	71%	
Expenditures	40,727,273	1,576,515	6,162,070	1,268,539	33,296,664	18%	23%	
52 WATER RECLAMATION FUND								
Revenues	12,033,694	1,106,393	4,267,582			35%	36%	
Appr. Surplus - Current Year	1,420,000	1,200,000	1,420,000			100%		
Appr. Surplus - Prior Year	10,190,642		10,190,642			100%		
Total Resources	23,644,336	2,306,393	15,878,224		7,766,112	67%	61%	
Expenditures	23,644,336	285,521	3,235,535	1,562,627	18,846,174	20%	20%	
55 STORM WATER FUND								
Revenues	5,199,195	483,076	2,004,700			39%	37%	
Appr. Surplus - Current Year	500,000		500,000			100%		
Appr. Surplus - Prior Year	5,648,098		5,648,098			100%		
Total Resources	11,347,293	483,076	8,152,798		3,194,495	72%	66%	
Expenditures	11,347,293	303,413	1,847,227	1,105,487	8,394,579	26%	22%	
56 RECREATION FUND								
Revenues	1,896,804	6,874	221,753			12%	38%	
Appr. Surplus - Prior Year	4,135		4,135			100%		
Total Resources	1,900,939	6,874	225,888		1,675,051	12%	38%	
Expenditures	1,900,939	80,005	774,216	205,615	921,108	52%	54%	

CITY OF OREM
BUDGET REPORT FOR THE MONTH ENDED OCTOBER 2020

Percent of Year Expired: 33%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date FY 2021	% To Date FY 2020	Notes
57 SOLID WASTE FUND								
Revenues	4,250,000	370,403	1,476,508			35%	35%	
Appr. Surplus - Prior Year	55,814		55,814			100%		
Total Resources	4,305,814	370,403	1,532,322		2,773,492	36%	37%	
Expenditures	4,305,814	321,871	1,665,395		2,640,419	39%	40%	
58 STREET LIGHTING FUND								
Revenues	951,000	70,846	295,735			31%	61%	
Appr. Surplus - Prior Year	1,400,335		1,400,335			100%		
Total Resources	2,351,335	70,846	1,696,070		655,265	72%	74%	
Expenditures	2,351,335	31,919	451,717	91,956	1,807,662	23%	46%	4
61 FLEET MAINTENANCE FUND								
Appr. Surplus - Current	30,000		30,000			100%		
Appr. Surplus - Prior Year	357		357			100%		
Std. Interfund Transactions	830,000		830,000			100%		
Total Resources	860,357		860,357			100%	100%	
Expenditures	860,357	44,966	404,072	4,610	451,675	48%	45%	
62 PURCHASING/WAREHOUSING FUND								
Revenues		8	53			100%		
Appr. Surplus - Prior Year	43		43			100%		
Std. Interfund Transactions	380,000		380,000			100%		
Total Resources	380,043	8	380,096		-53	100%	100%	
Expenditures	380,043	27,575	187,544	836	191,663	50%	47%	
63 SELF INSURANCE FUND								
Revenues	735,000	47,876	217,779			30%	28%	
Std. Interfund Transactions	1,390,000		1,390,000			100%		
Total Resources	2,125,000	47,876	1,607,779		517,221	76%	74%	
Expenditures	2,125,000	43,228	1,429,162	535	695,303	67%	63%	
64 INFORMATION TECH FUND								
Revenues	6,136	678	2,712			100%		
Appr. Surplus - Prior Year	402,355		402,355			100%		
Std. Interfund Transactions	2,432,000		2,432,000			100%		
Total Resources	2,840,491	678	2,837,067		3,424	100%	100%	
Expenditures	2,840,491	159,694	777,416	302,774	1,760,301	38%	38%	
65 FACILITIES MAINTENANCE FUND								
Std. Interfund Transactions	1,635,000		1,635,000			100%		
Total Resources	1,635,000		1,635,000			100%		
Expenditures	1,635,000	108,638	419,236	332,140	883,624	46%		
74 CDBG FUND								
Revenues	1,426,283	168,062	319,697			22%	19%	
Appr. Surplus - Prior Year	254,625		254,625			100%		
Total Resources	1,680,908	168,062	574,322			34%	37%	
Expenditures	1,680,908	18,479	333,272	28,388	1,319,248	22%	28%	
CITY TOTAL RESOURCES	202,775,017	10,640,972	122,290,434		79,377,997	60%	56%	
CITY TOTAL EXPENDITURES	202,775,017	8,278,579	46,749,272	12,973,686	143,052,059	29%	31%	

CITY OF OREM
BUDGET REPORT FOR THE MONTH ENDED OCTOBER 2020

Percent of Year Expired: 33%

Fund	Current Appropriation	Monthly Total	Year-To-Date Total	Encumbrances	Balance	% To Date	% To Date	Notes
						FY 2021	FY 2020	

NOTES TO THE BUDGET REPORT FOR THE MONTH ENDED OCTOBER 2020:

- 1) The current year expenditures are higher in comparison to the prior year due to the current year encumbrances (\$4,000,000) being significantly higher than in the prior fiscal year (\$790,112) at this date in time. Primarily due to the Fitness Center & Library Hall construction projects.
- 2) The appropriation of surplus in the current year is higher than the prior fiscal year due to not moving the capitalized interest funds of the 2019 G.O. Bonds into this fund until later in the prior fiscal year.
- 3) The current year expenditures are lower in comparison to the prior year due to the current year encumbrances (\$1,561,348) being significantly lower than in the prior fiscal year (\$3,100,538) at this date in time.
- 4) The current year expenditures are lower in comparison to the prior year due to the current year encumbrances (\$91,956) being significantly lower than in the prior fiscal year (\$629,663) at this date in time.

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

DRAFT

REDEVELOPMENT AGENCY
of the
CITY OF OREM
June 16, 2020

CONDUCTING

Chair Richard F. Brunst, Jr.

BOARD OF DIRECTORS

Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner

APPOINTED STAFF

Jamie Davidson, Brenn Bybee, Greg Stephens, Kathi Beckett, Brandon Nelson, and Jackie Lambert

The Redevelopment Agency (RDA) Meeting convened at 8:22 p.m.

CONSENT ITEMS

- Approval of May 12, 2020 Redevelopment Agency Meeting Minutes
- Annual Review of the Redevelopment Agency of the City of Orem Bylaws

Chair Brunst moved to approve the Consent Agenda as listed. **Mrs. Lauret seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed**.

SCHEDULED ITEMS

PUBLIC HEARING

RESOLUTION - Adopt Redevelopment Agency of the City of Orem FY 2020-2021 Budget

Mr. Nelson reviewed the budget information and shared the budgeted amounts for the existing Redevelopment Areas, also called RDAs. The City had eight RDAs and one Community Development Area (CDA) which was at University Place. Each of the eight RDAs were set to expire over the next three or so years; the CDA did not expire until 2038.

Chair Brunst opened the public hearing. Hearing no comments, he closed the public hearing and brought the discussion back to the Board of Directors.

Chair Brunst moved, by resolution, to adopt the RDA Budget for the Redevelopment Agency of the City of Orem Fiscal Year 2020-2021. **Mr. Macdonald seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed**.

DRAFT

ADJOURN TO A MEETING OF THE SPECIAL SERVICE LIGHTING DISTRICT

Chair Brunst moved to adjourn to a meeting of the Special Service Lighting District of the City of Orem. **Mrs. Lauret seconded** the motion. Those voting aye: Richard F. Brunst, Jeff Lambson, Debby Lauret, Tom Macdonald, Terry Peterson, David Spencer, and Brent Sumner. The motion **passed.**

The meeting adjourned at 8:31 p.m.



City Council Agenda Item Report

Meeting Date: December 8, 2020

Submitted by: Greg Stephens

Submitting Department: Legal

Item Type: Resolution

Agenda Section:

Subject:

RESOLUTION - Authorizing the transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem to assist with the purchase of the Hillcrest Elementary property.

Suggested Action:

The Chief Executive Officer of the RDA recommends that the RDA, by resolution, authorize the transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem to assist with the City of Orem's purchase of the Hillcrest Elementary property from Alpine School District.

Presenter:

Jamie Davidson

Background:

The former Hillcrest Elementary School property is located within Redevelopment Project Area #85-03-A. The City of Orem has contracted to purchase the Hillcrest Elementary property from Alpine School District. Because the City's purchase and development of the Hillcrest Elementary property will benefit Redevelopment Project Area #85-03-A, it is proposed that the Redevelopment Agency of the City of Orem ("RDA") transfer \$1,292,485.00 from Redevelopment Project Area #85-03-A to assist with the City's purchase of the Hillcrest Elementary property. In the proposed resolution, the RDA (1) finds that the City of Orem's proposed purchase and development of the Hillcrest Elementary property benefits Redevelopment Project Area #85-03-A and (2) authorizes the transfer of \$1,292,485.00 from the RDA to the City of Orem for the purchase of the Hillcrest Elementary property.

Potentially Affected Area:

Attachments:

[hillcrest.rda.res.01a.docx](#)

[hillcrest.repc.signed.exhibit a.pdf](#)

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE
CITY OF OREM AUTHORIZING THE TRANSFER OF \$1,292,485.00
FROM REDEVELOPMENT PROJECT AREA #85-03-A TO THE CITY
OF OREM FOR THE PURCHASE OF THE HILLCREST
ELEMENTARY SCHOOL PROPERTY.

WHEREAS, the Redevelopment Agency of the City of Orem (the “RDA”) created Redevelopment Project Area #85-03-A on October 22, 1985; and

WHEREAS, the former Hillcrest Elementary School property (the “Hillcrest Elementary Property”) is located within the boundaries of Redevelopment Project Area #85-03-A; and

WHEREAS, the City of Orem leases a portion of the Hillcrest Elementary Property from Alpine School District to operate Hillcrest Park; and

WHEREAS, the City of Orem would like to acquire the existing Hillcrest Park property and to improve and increase the size of Hillcrest Park; and

WHEREAS, the City of Orem entered into an Earnest Money Offer to Purchase and Real Estate Purchase Contract with Alpine School District to purchase the Hillcrest Elementary Property from Alpine School District (the “REPC”); and

WHEREAS, a copy of the REPC is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Final Plan for Redevelopment Project Area #85-03-A (the “Final Plan”) authorizes the RDA to pay for any improvement within the Project Area for itself or for any public entity to the extent the improvement would be of benefit to the Project Area, and authorizes the RDA to install and construct, or cause to be installed and constructed, parks, playgrounds and landscaped areas; and

WHEREAS, U.C.A. §17C-1-409(1)(a)(iii)(D) authorizes the RDA to pay for “the value of the land for and the cost of the installation and construction of any publicly owned building, facility, structure, landscaping, or other improvement within the project area from which the project area funds are collected”; and

WHEREAS, the RDA desires to assist the City of Orem in purchasing the Hillcrest Elementary Property to benefit Redevelopment Project Area #85-03-A.

DRAFT

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

1. The RDA finds that the City of Orem's proposed purchase of the Hillcrest Elementary Property for the operation, expansion and improvement of a public park, and for other possible uses that are consistent with the Final Plan, benefits Redevelopment Project Area #85-03-A.
2. The RDA hereby authorizes the transfer of \$1,292,485.00 from Redevelopment Project Area #85-03-A to the City of Orem for the purchase of the Hillcrest Elementary Property pursuant to the REPC.
3. All resolutions and policies in conflict herewith are hereby repealed.
4. This Resolution shall take effect immediately upon passage.

PASSED and APPROVED this **8th** day of **December**, 2020.

Redevelopment Agency of the City of Orem

By: Richard F. Brunst, Jr., Chair

ATTEST:

JoD' Ann Bates, Secretary

BOARD MEMBERS	AYE	NAY	ABSTAIN
Chair Richard F. Brunst	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐
Brent Sumner	☐	☐	☐

EARNEST MONEY OFFER TO PURCHASE and REAL ESTATE PURCHASE CONTRACT

The City of Orem submits this Earnest Money Offer to Purchase and Real Estate Purchase Contract to Alpine School District pursuant to U.C.A. §53G-4-902(4)(a)(ii).

EARNEST MONEY DEPOSIT

On this 2nd day of September, 2020 ("Offer Reference Date") the City of Orem ("Buyer") offers to purchase from Board of Education Alpine School District ("Seller") the Property described below and simultaneously delivers to Seller an Earnest Money Deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in the form of a wire transfer to Utah First Title Company (per Seller's directive). The Earnest Money Deposit will be held in trust by Utah First Title and distributed as set forth in this Earnest Money Offer to Purchase and Real Estate Purchase Contract ("REPC").

OFFER TO PURCHASE

PROPERTY: All of the former Hillcrest Elementary School property (approximately 9.33 acres), including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, City of Orem, County of Utah, State of Utah, Zip 84097 Serial Numbers: 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035 (the "Property"). The Property includes a cell tower lease which shall be assigned to Buyer at Settlement. Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

- 1.1 Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

- 1.2 Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of

the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify)

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

- 1.3 Excluded Items.** The following items are excluded from this sale: N/A

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

- 2.1 Payment of Purchase Price.** The Purchase Price for the Property is \$ 5,605,000. The Purchase Price consists of two components: (1) \$5,255,000.00 for the purchase of the Property, excluding the assignment of the cell tower lease. The \$5,255,000.00 portion of the Purchase Price is the average of Seller's and Buyer's appraisals of the Property excluding the value of the cell tower lease, and was suggested by Seller as the Purchase Price pursuant to an email to Buyer dated August 18, 2020; and (2) \$350,000.00 for the assignment of the cell tower lease, provided that the cell tower lease is in full force and effect and as represented by Seller.

If Seller disagrees with the \$350,000.00 valuation of the cell tower lease, Buyer agrees to pay Seller the amount specified in an independent appraisal of the value of the cell tower lease. The independent appraisal will be based on the terms and commitments set forth in the cell tower lease. The independent appraisal would be conducted by an appraiser agreed upon by the parties and the parties would share (50/50) the cost of the appraisal. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ 25,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally nonrefundable.
 \$ N/A (b) **Additional Earnest Money Deposit** (see Section 8.4 if applicable)
 \$ N/A (c) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
 \$ N/A (d) **Seller Financing** (see attached Seller Financing Addendum)
 \$ 5,580,000.00 (e) **Balance of Purchase Price in Cash at Settlement**
 \$ 5,605,000.00 **PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.
3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Recording; ☐ _____ Hours after Recording; ☐ _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.
4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:
☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain)
 The provisions of this Section 4.2 shall survive Closing.
4.3 Fees/Costs/Payment Obligations.
 (a) **Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process.

Settlement/Closing costs shall be split equally between Seller and Buyer. The provisions of this Section 4.3(a) shall survive Closing.

(b) **Rental Deposits/Prepaid Rents.** Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) **HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)**

The provisions of this Section 4.3(c) shall survive Closing.

(d) **Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) **Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) _____, represent(s) ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage _____, represents ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____

Buyer's Agent(s) N/A _____, represent(s) ☐ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): _____

Buyer's Brokerage _____, represents ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: _____

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) **Long-Term Lease or Rental Agreements.** Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
 - (l) Other _____ (specify)

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☒ **No Financing Required.** Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$_____ of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ N/A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as

the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. **ADDENDA.** There ☐ ARE ☒ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ Addendum No. _____ ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum
☐ Other (specify) _____.

10. **HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

- 10.1 **Home Warranty Plan.** A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$ _____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.
- 10.2 **Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.
- 10.3 **Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. **FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.** No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. **CHANGES DURING TRANSACTION.** Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

- 12.1 **Alterations/Improvements to the Property.** No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.
- 12.2 **Financial Encumbrances/Changes to Legal Title.** No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.
- 12.3 **Property Management Agreements.** No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.
- 12.4 **Long-Term Lease or Rental Agreements.** No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.
- 12.5 **Short-Term Rental Bookings.** If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. **COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. **MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: ☐ SHALL ☒ MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. **DEFAULT.**

16.1 **Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 **Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. **ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. **NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. **NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. **INSURANCE & RISK OF LOSS.**

20.1 **Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 **Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b)

the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such nonparty.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>30 days from Acceptance</u>	(Date)
(b) Due Diligence Deadline	<u>60 days from Acceptance</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>90 days from Acceptance</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on September 28, 2020 (or at such later date as may be required by Seller for this REPC to be considered at a regularly scheduled meeting of the Board of Education) (Date), this offer shall lapse; and Utah First Title Company shall return any Earnest Money Deposit to Buyer.

[Signature]
(Buyer's Signature)

9/02/2020
(Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

N CHECK ONE:

[] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[X] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1.

[] **REJECTION:** Seller rejects the foregoing offer.

[Signature] 9 SEP 2020 10:00 AM
(Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time)

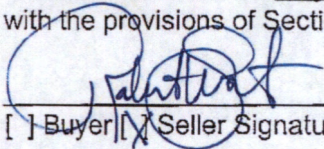
THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

ADDENDUM NO. -1-
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2nd day of September, 2020 including all prior addenda and counteroffers, between City of Orem as Buyer, and Alpine School District as Seller, regarding the Property located at Hillcrest Elementary School (approximately 9.33 acres) including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, Orem Utah. Parcel # 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035. The following terms are hereby incorporated as part of the REPC:

1. This offer from the City of Orem is subject to approval at an open public meeting held by the Alpine School District Board of Education.
2. Seller is represented by Jim Hathorne, Principal Broker for Aspen Real Estate & Development LLC Telephone # 801-377-0400. E-mail Jimh@aspenre.com
3. Seller and Buyer are only responsible for payment of any commissions or fees to their own respective agents or representatives.
4. Utah First Title Company contact is Greg Atkins: 801-226-8824 - grega@utahfirsttitle.com File #35043
5. If during the first 15 years of ownership, the Buyer changes zoning and or sells the property, the Buyer agrees to remit half of any increased value or proceeds received due to the rezone or sale of the property to Alpine School District in a timely manner.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on September 16, 2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

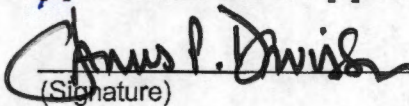
 9 SEP 2020 2:30 PM
[] Buyer [X] Seller Signature (Date) (Time) [] Buyer [] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ COUNTEROFFER: ☐ Seller ☒ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2.

 9/16/2020 11:30 AM
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of September 2, 2020, including all prior addenda and counteroffers, between City of Orem as Buyer, and Alpine School District as Seller, regarding all of the former Hillcrest Elementary School property (approximately 9.33 acres), including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, City of Orem, County of Utah, State of Utah, Zip 84097 Serial Numbers: 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035 (the "Property"). The following terms are hereby incorporated as part of the REPC:

1. Buyer accepts terms numbered 1, 2, 3 and 4 in Seller's Counteroffer dated September 9, 2020, which Counteroffer is designated as Addendum No. -1- to Real Estate Purchase Contract ("Addendum 1").
2. Buyer rejects term number 5 in Addendum 1, as it exceeds the requirements of Utah law. Buyer commits to comply with the requirements of Utah law regarding the Resale of Surplus School District Property (U.C.A. §53G-4-903).

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 5:00 ☐ **AM** ☒ **PM** Mountain Time on September 30, 2020 (or at such later date as may be required by Seller for this REPC and Addenda to be considered at a regularly scheduled meeting of the Board of Education), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse, although Buyer does not agree to forfeit its statutory or contractual rights to purchase the Property.

James P. Davis 9/16/2020 11:30 AM
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION CHECK

ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature)
(Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

**ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of September 2, 2020, including all prior addenda and counteroffers, between City of Orem as Buyer, and Alpine School District as Seller, regarding all of the former Hillcrest Elementary School property (approximately 9.33 acres), including the City of Orem Park and the existing cell tower property, located at approximately 651 East 1400 South, City of Orem, County of Utah, State of Utah, Zip 84097 Serial Numbers: 19:019:0015, 19:019:0026, 19:019:0034, and 19:019:0035 (the "Property"). The following terms are hereby incorporated as part of the REPC:

1. Buyer accepts terms numbered 1, 2, 3 and 4 in Seller's Counteroffer dated September 9, 2020, which Counteroffer is designated as Addendum No. -1- to Real Estate Purchase Contract ("Addendum 1").
2. Buyer rejects term number 5 in Addendum 1, as it exceeds the requirements of Utah law. Buyer commits to comply with the requirements of Utah law regarding the Resale of Surplus School District Property (U.C.A. §53G-4-903).

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on September 30, 2020 (or at such later date as may be required by Seller for this REPC and Addenda to be considered at a regularly scheduled meeting of the Board of Education), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse, although Buyer does not agree to forfeit its statutory or contractual rights to purchase the Property.

[Signature] 9/16/2020 11:30 AM
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION CHECK

ONE:

☒ ACCEPTANCE: ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

[Signature] 9/23/2020 07:30 AM
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.