



CITY OF OREM
CITY COUNCIL MEETING
56 North State Street, Orem, Utah
April 25, 2023

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

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

- 1 **Arbor Day Celebration - 45 mins**
Location: Scera Park near new playground
Return to City Center by 3:45 pm
- 2 **PRESENTATION: FY 2023-2024 Budget Item: CIP - 40 mins**
Presenter: Taggart Bowen, Assistant City Engineer
- 3 **PRESENTATION: Transportation Master Plan - 30 mins**
Presenter: Taggart Bowen, Assistant City Engineer and John Dorny, Horrocks Engineering
- 4 **PRESENTATION: Rental Dwelling Licensing Update - 20 mins**
Presenter: Ryan Clark, Acting Assistant City Manager/Development Services Director
- 5 **PRESENTATION: Interlocal Agreement with Utah County for Upcoming 2023 Election - 5 mins**
Presenter: Teresa McKittrick, City Recorder
- 6 **PRESENTATION-Amending Section 2-3-10 of the Orem City Code to authorize the City Council to retain separate legal counsel - 10 mins**
Presenter: Steve Earl, City Attorney
- 7 **PRESENTATION-Adopting Rules and Regulations for the Government of the Council - 15 mins**
Presenter: Steve Earl, City Attorney

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.
Tom Macdonald - Council Report

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

3. CALL TO ORDER

4. INVOCATION/INSPIRATIONAL THOUGHT: Todd Dudley

5. PLEDGE OF ALLEGIANCE: Julie Smith

6. MAYOR'S REPORT/ITEMS REFERRED BY COUNCIL

6.1 NRSC Annual Report/Community Awards

Presenter: Matthew Taylor, Senior Planner

6.2 International Firefighter Day

Presenter: Marc Sanderson, Fire Chief

6.3 Walter C Orem Award For Roger Dudley

Presenter: Terry Peterson, Orem City Councilmember

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

9. SCHEDULED ITEMS

9.1 RESOLUTION: Authorizing the execution of an interlocal agreement between the City of Orem and Utah County for the 2023 Municipal Elections

Presenter: Teresa McKittrick, City Recorder

9.2 ORDINANCE: Amending the City Council's Meeting Schedule for 2023

Presenter: Steve Earl, City Attorney

10. COMMUNICATION ITEMS

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

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



**CITY OF OREM
CITY COUNCIL
MEETING
APRIL 25, 2023**

REQUEST:	PRESENTATION-Amending Section 2-3-10 of the Orem City Code to authorize the City Council to retain separate legal counsel - 10 mins
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL AMENDING
SECTION 2-3-10 (FUNCTIONS OF CITY COUNCIL) OF THE
OREM CITY CODE TO AUTHORIZE THE CITY COUNCIL TO
RETAIN SEPARATE LEGAL COUNSEL AND DESCRIBING HOW
SUCH SEPARATE LEGAL COUNSEL MAY BE RETAINED AND
TO WHOM SUCH SEPARATE LEGAL COUNSEL REPORTS

WHEREAS the City Council may desire from time to time to retain separate legal counsel in addition to and apart from the City Attorney to provide advice and counsel to the City Council on various matters of concern to the City Council; and

WHEREAS the City Council desires to clarify in the City Code that the City Council has authority to retain such separate legal counsel and to specify that such separate legal counsel shall be appointed by and may be removed by the City Council and that such separate legal counsel shall take direction from and report directly to the City Council and not the City Manager; and

WHEREAS the City Council also desires to specify that the separate legal counsel shall either be an at will employee of the City exempt from the protections described in Utah Code Section 10-3-1105(1)(a) or may be retained on a contract basis as a legal consultant without having status as an employee of the City; and

WHEREAS the City Council considered the proposed amendment at a public meeting on April 25, 2023; and

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

WHEREAS the matter having been submitted and the City Council having fully considered the request as it relates to the health, safety, and general welfare of the City; 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 the request to amend Section 2-3-10 of the Orem City Code to authorize the City Council to retain separate legal counsel and describing how such separate legal counsel may be retained and to whom such separate legal counsel reports is in the best interest of

the City.

2. The City Council hereby amends Section 2-3-10 of the Orem City Code to read 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.
4. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
5. All other ordinances or policies in conflict herewith, either in whole or part, are hereby repealed.

PASSED, APPROVED and ORDERED PUBLISHED this 25th day of April, 2023.

David A. Young, Mayor

ATTEST:

Teresa McKittrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐

Exhibit A

2-3-10. Functions of City Council.

The City Council shall pass ordinances and resolutions, make policy directives, appropriate funds, review city administration, specifically, the performance of the City Manager, and perform all duties that may be required of it by law. The City Council may retain separate legal counsel in addition to and apart from the City Attorney. Such separate legal counsel shall be appointed by and may be removed by the City Council and shall take direction from and report directly to the City Council and not the City Manager. The separate legal counsel shall either be an at will employee of the City exempt from the protections described in Utah Code Section 10-3-1105(1)(a) or may be retained on a contract basis as a legal consultant without having status as an employee.



**CITY OF OREM
CITY COUNCIL
MEETING
APRIL 25, 2023**

REQUEST:	PRESENTATION-Adopting Rules and Regulations for the Government of the Council - 15 mins
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

RESOLUTION NO. _____

A RESOLUTION OF THE OREM CITY COUNCIL ENACTING RULES AND REGULATIONS
FOR THE GOVERNMENT OF THE CITY COUNCIL

WHEREAS the City Council has power to make and enforce rules and regulations for the government of the City Council, the preservation of order, and the transaction of the business of the City Council as may be necessary; and

WHEREAS the City Council desires to enact certain rules and regulations relating to the government of the City Council including rules and regulations pertaining to requiring a consensus of four Council Members to make administrative decisions related to the business of the Council in compliance with the requirements of the Utah Open and Public Meetings Act and other matters.

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

1. The City Council hereby adopts Rules and Regulations for the Government of the City Council as shown in Exhibit "A" which is attached hereto and by reference is made a part hereof.
2. This resolution shall become effective immediately upon passage.

PASSED and APPROVED this 25th day of April, 2023.

David A. Young, Mayor

ATTEST:

Teresa McKittrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐

Exhibit “A”

RULES & REGULATIONS FOR THE GOVERNMENT OF THE COUNCIL

1. **Authority:** UCA § 10-3-1215 (Rules and regulations for government of council-repealed but still applicable in the Council-Manager form of government) provides that “[T]he council shall have power to make and enforce any additional rules and regulations for the government of the council, the preservation of order, and the transaction of the business of the council as may be necessary.”
2. **Administrative Matters of City Council & Reaching a Consensus of a Majority of the City Council:** The City Council adopts these Rules & Regulations for Government of the Council (“Council Rules & Regulations”) for the purpose of administering the day-to-day business of the Council.
 - 2.1 All administrative decisions and directions of the City Council shall be made/given by a consensus of no less than a majority of the entire City Council (“a consensus”).
 - 2.2 Council Members must comply with the Open and Public Meetings Act (UCA § 52-4-101) when seeking to reach a consensus. Council Members may verbally speak to other Council Members to seek a consensus, but at no time shall more than three Members be present together to discuss a consensus, electronically or otherwise.
 - 2.3 In accordance with Utah Code § 52-4-210, nothing in these Council Rules & Regulations shall be construed to restrict a member of a public body from transmitting an electronic message to other members of the public body at a time when the public body is not convened in an open meeting.
 - 2.4 With a consensus of a majority of the entire City Council, the Council may make administrative decisions related to the business of the Council, including, but not limited to:
 - 2.4.1 Initiating, negotiating, executing, renewing or terminating a professional services agreement;
 - 2.4.2 Initiating, negotiating, executing, renewing or terminating an employment agreement, and setting hourly fees, determining compensation, bonuses and benefits of those employed by the Council;
 - 2.4.3 Determining the oversight structure of those contractors and employees as described in 2.4.1 and 2.4.2;
 - 2.4.4 Approving an item to be placed on the City Council agenda;
 - 2.4.5 Making an assignment for one or more Council Members to attend a meeting or function relating to City business; and

2.4.6 Making or publishing a statement on behalf of the City Council, as described in Section 4.

2.5 The effective date on all agreements shall be the date specified in the agreement, unless another effective date is established by the Council at the time the City Council approves the agreement, whether approval is by a consensus or by a City Council vote.

2.6 The Council may direct the City Manager to utilize the human resources department, purchasing and accounts payable systems of the City to assist the Council in actions taken under these Council Rules & Regulations.

4. **Official Statements of the Council:**

4.1 After a vote has been taken by the Council at a City Council meeting, Members who cast a vote in the majority may together make an Official Statement of the Council concerning the subject of the vote.

4.2 Nothing in this Section 4 should be read to abridge, modify, restrict, burden, interfere with or otherwise limit the individual speech of any Council Member.

5. **Effective Date; Conflict with State Law:** These Council Rules & Regulations shall be in effect until such time as they are amended or new Council Rules & Regulations are adopted by the City Council. Portions of these Council Rules & Regulations may be temporarily suspended or amended pursuant to executive orders or emergency proclamations made during a declared emergency. In case of conflict between the State law and these Council Rules & Regulations, State law shall prevail. Failure to follow these Council Rules & Regulations does not invalidate an otherwise valid Council action.



**CITY OF OREM
CITY COUNCIL
MEETING
APRIL 25, 2023**

REQUEST:	APPROVAL OF MEETING MINUTES
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:



**CITY OF OREM
CITY COUNCIL
MEETING
APRIL 25, 2023**

REQUEST:	RESOLUTION: Authorizing the execution of an interlocal agreement between the City of Orem and Utah County for the 2023 Municipal Elections
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND OREM CITY
FOR THE ADMINISTRATION OF THE 2023 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and OREM City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

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

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

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

WHEREAS, Utah County and CITY desire to successfully conduct the 2023 CITY Municipal Primary (August 15) and General (November 7) Elections including the election concerning the reauthorization of a Cultural Arts and Recreation Enrichment Tax (collectively “2023 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2023 CITY Municipal Elections.

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

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including ranked-choice voting, if applicable) for the

2023 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2023 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2023 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. However, Utah County shall only have the right to terminate this Agreement prior to the end of the term of this Agreement if termination can be accomplished in time to allow the CITY a reasonable amount of time to make alternate arrangements for the administration of the 2023 CITY Municipal Elections. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any

financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

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

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

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

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

UTAH COUNTY

Authorized by Resolution No. 2023 - ____, authorized and passed on the ____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
AMELIA POWERS GARDNER, Chair

ATTEST: AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY S. GRAY, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. 2023-0013, authorized and passed on the 25 day of
April, 2023.

Mayor, Orem

ATTEST:

NAME
Orem Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2023 Municipal Elections
Scope of Work for Election Services
Revised 27 February 2023

Services the City will provide, include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure requirements by state code and/or city code.
- Publish Public Notices as required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examine and proof all election ballots and provide final approval. • Host on the City website a link to or copy of the unofficial reported results as hosted on the County Elections webpage prior to certification, the official reported results as hosted on the County Elections webpage after certification, the location of the county-owned ballot drop boxes, and a link to the website for voters to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the County.
- City will canvass the final election results 7 days after Election Day, or a date prescribed by the County Clerk.

Annexations or other boundary changes impacting the administration of the municipal elections need to be submitted to the County prior to June 1, 2023. Annexation changes submitted on or after June 1, 2023, will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by

the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Ballot retention and storage
- Outgoing / Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits as required by state statute and/or administrative rule
- Conduct recounts as required by state statute and/or administrative rule
- Election Day administrative support
- Operation of countywide vote centers
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County Clerk. Such results will constitute the final Official Results of the Election.
- Ballot drop box services – maintain, unlock and lock boxes, collect ballots, and maintain security camera footage.

The County will provide a good faith estimate for budgeting purposes. Election costs are calculated upon the offices scheduled for election, the volume of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the election(s) which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, may be changed.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election as required by state statute, the City Clerk/Recorder is the Election Officer.

Exhibit B

2023 Municipal Elections

Active voters for billing purposes will be calculated 11 days before each Election Day.

Orem

Election 1/4/2023 Not to exceed \$2.25 per voter per election

Primary	47,393	\$106,634.25
General	47,393	\$106,634.25

Estimated Cost as of 3/6/2023	\$213,268.50
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RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OREM AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OREM AND UTAH COUNTY

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, title 11, Chapter 13 of the Utah Code (the “Act”), public agencies, including the parties, are authorized to enter into written agreements for joint or cooperative actions; and

WHEREAS, Utah County and the City of Orem desire to successfully conduct the 2023 CITY Municipal Primary (August 15) and General (November 7) Elections (collectively “2023 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both parties to enter into an agreement attached here to as Exhibit A (the “Interlocal Agreement”) providing for the parties’ joint efforts to administer the 2023 CITY Municipal Elections; and

WHEREAS, the City Council, having considered the Interlocal Agreement in a public meeting desires to authorize, by resolution, the Mayor to execute the Interlocal Agreement on behalf of the City; and;

WHEREAS, the Interlocal Agreement will take effect upon approval by the City and Utah County; and

WHEREAS, the execution of the Interlocal Agreement will promote health, safety, and general welfare of the residents of the City of Orem.

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

1. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement between the City and Utah County, a copy of which is attached here to as Exhibit A and by reference is incorporated herein.
2. This resolution shall take effect immediately upon passage.
3. All other resolutions and policies in conflict herewith in whole or in part are hereby repealed.

PASSED and APPROVED this 25th day of April 2023.

David A Young, Mayor

ATTEST:

Teresa McKittrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐



**CITY OF OREM
CITY COUNCIL
MEETING
APRIL 25, 2023**

REQUEST:	ORDINANCE: Amending the City Council's Meeting Schedule for 2023
APPLICANT:	
NOTICES:	
SITE INFORMATION:	
PREPARED BY:	

REQUEST:

BACKGROUND:

RECOMMENDATION:

ORDINANCE NO. _____

AN ORDINANCE BY THE OREM CITY COUNCIL UPDATING
AND AMENDING THE CITY COUNCIL'S MEETING SCHEDULE
FOR 2023

WHEREAS the City Council previously approved the City Council's 2023 meeting schedule; and

WHEREAS City Council meetings are typically held on the second and fourth Tuesday of each month although typically the City Council has only one meeting in the months of February, July, November and December due to the holidays occurring in those months; and

WHEREAS the City Council desires to amend its meeting schedule for the remainder of 2023; and

WHEREAS the City Council considered the proposed amendment at a public meeting on April 25, 2023; 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; and the special conditions applicable to the request.

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

1. The City Council finds that it is in the best interest of the City to amend the City Council's meeting schedule for the remainder of 2023.
2. The City Council hereby amends the City Council's meeting schedule for the remainder of 2023 to include meetings on the following dates:

May 9, 2023

May 16, 2023

June 13, 2023

June 27, 2023

July 11, 2023

August 1, 2023

August 22, 2023

September 12, 2023

September 26, 2023
October 10, 2023
October 24, 2023
November 14, 2023
November 21, 2023
December 12, 2023

3. This ordinance shall take effect immediately upon passage and publication in a newspaper of general circulation in the City of Orem.
4. If any part of this ordinance shall be declared invalid, such decision shall not affect the validity of the remainder of this ordinance.
5. All other ordinances, resolutions or policies in conflict herewith, either in whole or part, are hereby repealed.

PASSED, APPROVED and ORDERED PUBLISHED this 25th day of April, 2023.

David A. Young, Mayor

ATTEST:

Teresa McKittrick, City Recorder

COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor David A. Young	☐	☐	☐
Jeff Lambson	☐	☐	☐
Debby Lauret	☐	☐	☐
Tom Macdonald	☐	☐	☐
LaNae Millett	☐	☐	☐
Terry Peterson	☐	☐	☐
David Spencer	☐	☐	☐