

PROVO MUNICIPAL COUNCIL REDEVELOPMENT AGENCY OF PROVO PROVO CITY STORMWATER SERVICE DISTRICT

Regular Meeting Agenda

5:30 PM, Tuesday, June 18, 2024 Council Chambers Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or https://www.youtube.com/provocitycouncil

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: youtube.com/provocitycouncil and <u>facebook.com/provocouncil</u>. If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

TO MAKE A VIRTUAL PUBLIC COMMENT:

To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

June 18 Council Meeting: Dial 346 248 7799. Enter Meeting ID $879\ 8644\ 5445$ and press #. When asked for a participant ID, press #. To join via computer, visit zoom.us and enter the meeting ID and passcode: 803801.

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening	Ceremony
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Roll Call

Prayer

Pledge of Allegiance

Presentations, Proclamations, and Awards

1. Provo City Employee of the Month - June 2024 (24-008)

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.

Please limit your comments to two minutes.

State Law prohibits the Council from acting on items that do not appear on the agenda.

Provo Municipal Council Action Agenda

- 2. A resolution imposing fire restrictions due to hazardous environmental conditions (24-055)
- 3. A resolution consenting to the appointment of individuals to various Boards and Commissions (24-005)
- 4. A resolution authorizing BYU Police to apply to Public Interest Use certain bicycles qualifying as lost or mislaid property or property no longer needed for evidence (24-053)
- 5. A resolution approving an interlocal agreement between the City of Orem and Provo City for the installation of utilities on 2000 North (24-022)
- 6. A resolution regarding FY24 Year-End Appropriations in the Airport Fund, General Fund, and Golf Course Fund (24-006)
- 7. A public hearing regarding management salary increases (24-007)
- 8. A public hearing regarding the annual disclosure of funds transferred from the utility enterprise funds to other funds for the upcoming budget (24-007)
- 9. An ordinance amending the consolidated fee schedule and Provo City Code Section 4.04.050 (24-007)
- 10. An ordinance amending the Tentative Budget for Provo City for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, and setting a Public Hearing to consider a proposed change in the Library Certified Tax Rate (24-007)

Stormwater Service District

11. A resolution adopting a budget for the Provo City Stormwater Service District in the amount of \$6,485,898 for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025 (24-007)

Redevelopment Agency of Provo

12. A resolution adopting a budget for the Redevelopment Agency of Provo City in the amount of \$1,512,815 for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025 (24-007)

Provo Municipal Council Action Agenda

- 13. An ordinance amending the Zone Map Classification of real property located at 1730 N 2300 W from the Agricultural (A1.5) Zone to the One-Family Residential (R1.10) Zone Grandview North Neighborhoood (PLRZ20220251)
- 14. An ordinance amending the Zone Map Classification of property located at 5610 North University Avenue from the Agricultural (A1.5) Zone to the Arbors on the Avenue Project Redevelopment (PRO-A10) Zone North Timpview Neighborhood (PLRZ20230325)
- 15. Ordinance amending Zone Map Classification of 1630 S Nevada Ave from Public Facilities-Critical Hillside Overlay (PF(CH)) and Agricultural (A1.1) Zones to One-Family Residential-Performance Development Overlay (R1.8(PD)) Zone Provost (PLRZ20240047)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.org or using their contact information listed at: provo.org/government/city-council/meet-the-council

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at <u>youtube.com/ProvoCityCouncil</u> To send comments to the Council or weigh in on current issues, visit <u>OpenCityHall.provo.org</u>.

The next Council Meeting will be held on Tuesday, July 16, 2024. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email rearon@provo.org at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:KNEVESDepartment:Mayor OfficeRequested Meeting Date:06-18-2024

SUBJECT: Provo City Employee of the Month - June 2024

RECOMMENDATION: The June 2024 Provo City Employee of the Month has been selected from our Public Works Department.

BACKGROUND: Each month, one outstanding Provo City employee is named "Employee of the Month" for their exceptional dedication to our exceptional community, setting a high standard and fostering a culture of excellence.

FISCAL IMPACT:

PRESENTER'S NAME: Mayor Kaufusi and Gordon Haight

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER:

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:RCARONDepartment:RecorderRequested Meeting Date:06-18-2024

SUBJECT: A resolution imposing fire restrictions due to hazardous environmental

conditions (24-055)

RECOMMENDATION: Requesting adoption during a Council meeting.

BACKGROUND: To protect the Provo City watershed, and our mountains, I am recommending acceptance of a Fire Restriction Order by the fire code official.

FISCAL IMPACT: None

PRESENTER'S NAME: Fire Marshal Lynn Schofield

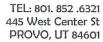
REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

Yes, this is a public safety issue.

CITYVIEW OR ISSUE FILE NUMBER: 24-055

1	RESOLUTION 2024
2	
3	A RESOLUTION IMPOSING FIRE RESTRICTIONS DUE TO HAZARDOUS
4	ENVIRONMENTAL CONDITIONS. (24-055)
5	
6	<u>RECITALS:</u>
7	
8	The Provo fire code official has determined that existing hazardous environmental
9	conditions necessitate certain ignition source restrictions and it has been proposed that Provo
10	City adopt the restrictions in the Notice of Fire Restrictions attached hereto as Exhibit A;
11	
12	Utah Code 15A-5-202.5 provides that a municipal legislative body may prohibit fire
13	ignition based upon such a finding of the fire code official;
14	
15	The Provo City watershed is faced with a significant light fuel load in our wildland urban
16	interface and watershed, that is now drying out;
17	
18	On June 18, 2024, the Municipal Council met to ascertain the facts regarding this matter
19 20	and receive public comment, which facts and comments are found in the public record of the
20	Council's consideration; and
21 22	After considering the facts presented to the Municipal Council, the Council finds that (i)
22 23	the attached Notice of Fire Restrictions should be approved, and (ii) such action furthers the
25 24	health, safety, and general welfare of the citizens of Provo City.
24 25	hearth, salety, and general wentare of the entizens of 1 lovo enty.
26	THEREFORE, the Municipal Council of Provo City, Utah resolves as follows:
20 27	THEREI ORE, the Municipal Council of Flovo City, Gian resolves as follows.
28	PART I:
29	
30	The Notice of Fire Restrictions attached hereto as Exhibit A is approved and the
31	restrictions stated therein are implemented. This order is effective until rescinded in writing by
32	the fire code official.
33	220 220 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
34	PART II:
35	
36	This resolution is effective July 1, 2024.





Notice of Fire Restrictions

By order of the Provo City Fire Marshal, the following fire restrictions are in place along the Provo City Watershed effective July 1, 2024. Fires are prohibited in the Provo City watershed *except* in approved fire pits located in improved campgrounds and picnic areas, and within permanent fire pits in residential properties.

The restricted area includes all mountains and canyons beginning at the Springville City line and extends along the east bench of Provo to the Provo City line, then along Provo Canyon up to, and including South Fork.

These restrictions are put in place to protect the Provo City water supply. Due to the drying vegetation following a wetter than normal winter, and the need to protect our wildland urban interface, and available water supply, it is incumbent on each of us to decrease the risk of catastrophic fire.

Provo Fire & Rescue encourages a safe and cautious approach to the use of fire near our canyons and mountains. Fires shall be contained in an improved fire ring or pit in improved campgrounds and picnic areas. Violations of this Fire Restriction Order are a Class B Misdemeanor. Questions regarding these fire restrictions may be directed to the Fire Prevention Bureau at Provo Fire & Rescue by calling 801-852-6321 or email at firemarshal@provo.org.

Fire restrictions are effective beginning at midnight on Sunday, June 30, 2024 and continue until rescinded. This fire restriction notice is published on Thursday, June 27, 2024, at 0800.

A. Lynn Schofield

Fire Marshal

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:HWALSTADDepartment:Mayor OfficeRequested Meeting Date:06-18-2024

SUBJECT: Present Various Appointments to Boards & Commissions

RECOMMENDATION: Multiple appointments and reappointments to various boards and commissions will be presented.

BACKGROUND: There are multiple board and commission terms that are expiring soon, so there will be appointments and reappointments presented to fill these terms.

FISCAL IMPACT:

PRESENTER'S NAME: Mayor Kaufusi

REQUESTED DURATION OF PRESENTATION: 8 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER:

1	RESOLUTION 2024-			
2	A DECO	LITION CONCENTING	TO THE	A DDOINTMENT OF
3	A RESOLUTION CONSENTING TO THE APPOINTMENT OF INDIVIDUALS TO VARIOUS BOARDS AND COMMISSIONS. (24-005)			
4 5	INDIVIDO	ALS TO VARIOUS BOAR	DS AND COM	VIISSIONS. (24-003)
6	RECITALS:			
7	KECITALS.			
8	The Mayor 1	has recommended appointed	es for various c	ity boards and commissions, as
9	shown below;	ias recommended appointed	os for various c	ity bourds and commissions, as
10	shown ociow,			
11	On June 18.	2024, the Municipal Council	met to ascertai	n the facts regarding this matter,
12		d in the public record of the		
13	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- III III Puolio 10001		
14	After consid	ering the Mayor's recomme	endation and fa	acts presented to the Municipal
15				t forth below and (ii) finds such
16				al welfare of the citizens of Provo
17	City.	•		
18	•			
19	THEREFOR	E, the Municipal Council of	Provo City, Ut	ah by this resolution consents to
20	the appointment of the	he individuals listed below to	serve on the li	sted board or commission, in the
21	designated seat, for t	the prescribed term:		
22 23				
	PART I:			
24				
25	1. On the Pla	nning Commission, pursuant	t to Provo City (Code Section 14.04B.010:
26	A	D 1	G	T F : .: D :
27	Appointee's Name	Board Diagramina Grandinia	Seat	Term Expiration Date
28	Adam Shin	Planning Commission	6	June 30, 2025
29	Barbara DeSoto	Planning Commission	2 3	June 30, 2027
30	Jonathon Hill	Planning Commission	3	June 30, 2027
31 32	2 Fallowing	this appointment there are) mambara and	no vacancies, as shown on the
33	attached Exhibit A.	uns appointment, there are s	members, and	no vacancies, as snown on the
34	attached Exhibit A.			
35				
36	PART II:			
37	<u>1711(1 11.</u>			
38	1. On the Par	ks and Recreation Board, nu	rsuant to Provo	City Code Section 2.38.010:
39				<i>y</i> =
40	Appointee's Name	Board	Seat	Term Expiration Date
41	Dean Hutchison	Parks & Recreation	6	June 30, 2027
42				·
43				d no vacancies on the Parks and
44	Recreation Board, as	s shown on the attached Exhi	bit B.	

PART III:

48			
49	1. On the Board of A	Adjustment, pursuant to Provo City Code Sec	etion 14.05.010:
50			
51	Appointee's Name	Board	Term Expiration Date
52	Andrew Renick	Board of Adjustment	June 30, 2029
53			
54		pointment, there are 5 members and 1 vacance	y (alternate) on the Board
55	of Adjustment, as shown on	the attached Exhibit C.	
56			
57	DADE IV		
58	PART IV:		
59	1. 0., 4 11	4	25 A 9 404:
60	1. On the Housing A	authority Board, pursuant to Utah Code Secti	on 35A-8-404:
61	Amaintada Nama	Doord	Town Expination Data
62	Appointee's Name Jennifer Wilson	Board Drawe Housing Authority	Term Expiration Date
63	Jennifer Wilson	Provo Housing Authority	June 30, 2028
64 65	2 Following this an	pointment, there are 7 members and 0 vacance	ice on the Prove Housing
66	Authority Board, as shown		ies on the 110vo 110using
67	Authority Board, as shown o	on the attached Exhibit D.	
68			
69	PART V:		
70	<u> </u>		
71	This resolution and	I the board and commission appointment	s indicated takes effect
72	immediately.		
73	3		
74	END OF RESOLUTION.		

EXHIBIT A¹ PLANNING COMMISSION APPOINTMENTS

Name	Seat	Term Expiration Date ²	Appointing Resolution
Melissa Kendall	1	June 30, 2026	2023-21
Barbara DeSoto	2	June 30, 2024,	2023-21,
Daivara Desoio	Δ	June 30, 2027	Attached
Jonathon Hill	3	June 30, 2024,	2023-38,
Johannon Fill	3	June 30, 2027	Attached
Lisa Jensen	4	June 30, 2026	2023-21
Daniel Gonzales	5	June 30, 2026	2023-21
Adam Shin	6	June 30, 2025	Attached
Andrew South	7	June 30, 2025	2022-35
Jeff Whitlock	8	June 30, 2025	2022-37
Robert Knudsen	9	June 30, 2024	2021-36

¹ This Exhibit includes the Planning Commission appointees in the resolution to which it is attached. Anyone not so appointed should be removed from the Exhibit.

² Must be a Provo resident. Three-year staggered terms.

EXHIBIT B³ PARKS AND RECREATION BOARD APPOINTMENTS

Name	Seat	Term Expiration	Appointing
		Date ⁴	Resolution
Laura Cabanilla	1	12/31/2024	2022-03
Bonnie Morrow	2	6/30/2025	2022-30
Tom Sitake	3	6/30/2026	2023-25
Brittany Hyde	4	6/30/2025	2022-46
William Toutai	5	06/30/2026	2023-54
Dean Hutchison	6	06/30/2027	Attached
Jen Peterson	7	6/30/2026	2023-25
Dan Mitchell	8	6/30/2025	2022-35
Doug Gardner	9	12/31/2024	2022-03

³ This Exhibit includes the Parks and Recreation Board appointees in the resolution to which it is attached. Anyone not so appointed should be removed from the Exhibit.

⁴ Three-year staggered terms.

EXHIBIT C⁵ **BOARD OF ADJUSTMENT APPOINTMENTS**

Name	Seat ⁶	Term Expiration	Appointing
		Date ⁷	Resolution
Eric Chase	1	6/30/2027	2023-7
Maria Winden	2	6/30/2022,	2020-22,
	2	6/30/2025	2022-52
Thomas Halladay	3	6/30/2026	2021-36
Laureen Urquiaga	4	6/30/2028	2023-21
Andrew Renick	5	6/30/2024,	2019-38,
	3	6/30/2029	Attached
Amanda Peterson	Alternate	6/30/2028	2023-33
Vacant	Alternate		

⁵ This Exhibit includes the Board of Adjustment appointees in the resolution to which it is attached. Anyone not so appointed should be removed from the Exhibit.

⁶ Alternate seats are optional under city code.

⁷ Five-year staggered terms. Vacancies filled for the remainder of unexpired term.

EXHIBIT D⁸ PROVO HOUSING AUTHORITY BOARD APPOINTMENTS

Name	Seat	Term Expiration	Appointing
		Date ⁹	Resolution
Eric Speckhard	1	6/30/2025	2021-47
Christian Faulconer	2	6/30/2025	2021-47
Katrice MacKay	3	6/30/2026	2022-30
Lynette Hemsath	4	6/30/2022,	2018-45
	Resident of Provo Housing	6/30/2026	2022-46
Martha Wingate	5	6/30/2026	2022-35
Abraham Hernandez	6	6/30/2027	2023-25
Innaifen Wilson	7	6/30/2024,	2023-38,
Jennifer Wilson	/	6/30/2028	Attached

8 This Exhibit includes the Provo Housing Authority appointees in the resolution to which it is attached. Anyone not so appointed should be removed from the Exhibit.
 9 Terms of four years, with any vacancies filled for the unexpired term

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:BRIANJDepartment:Legal

Requested Meeting Date: 06-04-2024

SUBJECT: A resolution authorizing BYU Police to apply to Public Interest Use certain

bicycles qualifying as lost or mislaid property or property no longer needed

for evidence (24-053)

RECOMMENDATION: Approve resolution so that BYU Police can donate bicycles that cannot be returned to their owners to the Provo Bike Collective.

BACKGROUND: Utah law allows law enforcement agencies to dispose of certain property in their possession. Before doing so, the agency must follow certain procedures to attempt to return the property to its rightful owner. If return is not possible, the standard process is then to auction the property and use the funds. However, state law allows the property to be donated to the public interest if this use is approved by the relevant legislative body. Provo Police previously requested approval of a resolution permitting them to donate bicycles in this category to the Provo Bike Collective. BYU Police desires to do the same. Under current state law, the relevant legislative body that can approve this use by BYU Police is the Provo Municipal Council.

FISCAL IMPACT: None. If the resolution is not approved, BYU Police will be forced to retain or auction the bicycles. However, even if they are auctioned, the proceeds would not go to Provo City.

PRESENTER'S NAME: Erik Davis, BYU Office of General Counsel

REQUESTED DURATION OF PRESENTATION: 10 min

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-053

1	RESOLUTION 2024
2 3 4 5 6	A RESOLUTION AUTHORIZING BYU POLICE TO APPLY TO PUBLIC INTEREST USE CERTAIN BICYCLES QUALIFYING AS LOST OR MISLAID PROPERTY OR PROPERTY NO LONGER NEEDED FOR EVIDENCE. (24-053)
7 8	RECITALS:
9	
10 11 12	Brigham Young University operates BYU Police as a private law enforcement agency, as defined in Utah Code Section 53-19-102(4), which is located within Provo City; and
13 14 15	BYU Police comes into possession each year of a substantial number of bicycles that qualify as "lost or mislaid property" as defined in Utah Code Section 77-11d-101 or that constitute property no longer needed as evidence as described in Utah Code Section 77-11a-402; and
16 17 18	Under the provisions of Utah Code Sections 77-11a-402 and 77-11d-105, such property can be applied to a public interest use under certain terms and conditions; and
19 20 21 22	BYU Police complies with all the requirements of these statutes with respect to attempting to identify the owners and return the bicycles, where applicable; and
23 24 25	Utah Code Subsection 77-11d-105(4)(b) requires a private law enforcement agency to obtain the permission, designation, and approval of the legislative body of the municipality in which the agency is located before applying such property to a public interest use; and
26 27 28 29	The Provo Bike Collective is a properly registered operational arm of the Salt Lake City Bike Collective, a nonprofit corporation in Utah that serves a public need by providing refurbished bicycles to low-income and transitional families and individuals in the community.
30 31	THEREFORE, the Municipal Council of Provo City, Utah resolves as follows:
32 33 34	PART I:
35 36	Pursuant to Utah Code Sections 77-11a-402 and 77-11d-105(4)(b), the Provo Municipa Council authorizes BYU Police to apply unclaimed lost or mislaid bicycles and bicycles no longer and decimate and dec
37 38 39 40 41	needed as evidence to a public interest use and designates and approves the public interest use of releasing the bicycles to the Provo Bike Collective, a 501(c)(3) nonprofit registered with the State of Utah. This authorization and designation is ongoing and applies to all such bicycles currently held, and obtained in the future, by BYU Police so long as BYU Police complies with all other statutory requirements for handling such property.
42 43	PART II:
44 45	This resolution takes effect immediately.

END OF RESOLUTION.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:JMCKNIGHTDepartment:Public WorksRequested Meeting Date:06-18-2024

SUBJECT: A resolution approving an interlocal agreement between the City of Orem

and Provo City for the installation of utilities on 2000 North (24-022)

RECOMMENDATION: Request approval of interlocal agreement with Orem City

BACKGROUND: Orem City is preparing to complete their portion of Lakeview Parkway. This will require Orem to install a storm water trunk line and a water line in Provo's 2000 North. Provo is willing to have Orem utilize our road and work with them on the installation and design. The interlocal agreement will formalize the coordination of construction and future maintenance.

FISCAL IMPACT: None

PRESENTER'S NAME: Danielle Nixon, Engineer

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-022

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT ("Agreement") made and entered into by and between the City of Orem, a political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057, hereinafter referred to as "Orem" and Provo City Corporation, a political subdivision of the State of Utah, with its principal offices located at 445 West Center Street, Provo, Utah 84601, hereinafter referred to as "Provo."

WITNESSETH:

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

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Orem and Provo and,

WHEREAS, all parties to this Agreement are public agencies as defined in the Act.

WHEREAS, it is to the mutual benefit of both Orem and Provo to enter into an agreement allowing the parties to perform the duties as listed below;

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 it is automatically terminated in 5 years

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 Orem Attorney's Office and the attorney for Provo. 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 Annotated, 1953 as amended, Provo 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 the Orem City Recorder 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 preserving the resources of each entity, and providing for the health, safety, and welfare of the citizens of Orem and Provo by the installation of a 54-inch and 48-inch storm drain main and a 12-inch water main in 2000 North, Provo, Utah as shown in Exhibit B.

Section 4. PARTIES RESPONSIBILITIES

Provo agrees to complete the 2000 North utility design in accordance to Orem's standards and specifications and work with Orem to manage the bid and construction of the water main and storm drain main in 2000 North Road. Provo agrees to the maintenance of all storm drain inlets

along 2000 North between Geneva Road and the future Lakeview Parkway. Orem agrees to the maintenance of the 54-inch and 48-inch storm drain main and the 12-inch water main, located on the north side of the road, on 2000 North between Geneva Road and the future Lakeview Parkway. Orem agrees to pay the amount determined by the parties, for Lakeview Parkway & 2000 North Utilities Project, Schedules A and B excluding line items A-4, A-16, and A-17. See Exhibit A for Schedule A and B. Upon completion of the Project, Orem shall pay compensation to Provo in the amount of Two Million Seventy Four Thousand One Hundred and Forty Five Dollars(\$2,074,145.00). This amount shall be the total compensation due to Provo. Payment shall be made within fifteen (15) days of Orem's receipt of Provo's invoice. ACH Payment Only. All payments owed by Orem under this agreement shall be made using automated clearinghouse ("ACH") bank transfers. Orem will not make payments using checks, credit cards, or other means beyond an ACH transfer. Provo agrees to provide Orem with the information necessary for an ACH transfer and authorizes Orem to make payments to Provo through ACH transfers. Orem agrees to work with Provo and the contractor to review, approve, and pay for any change order necessary to complete the work on Schedules A and B. The Change order process will be per Provo standards. Both parties agree to have inspectors on site periodically to verify the contractor is installing the storm drain and water mains to the proper specifications and standards identified in the project bid and contract documents. This agreement is contingent on Orem determining and providing an approved path for groundwater discharge during construction.

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 Orem City, with the official keeper of records of City Recorder, 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 Annotated, 1953 as amended, 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 Annotated, 1953 as amended, 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 their addresses first above written, 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.

Section 17. ELECTRONIC TRANSACTION AND SIGNATURE

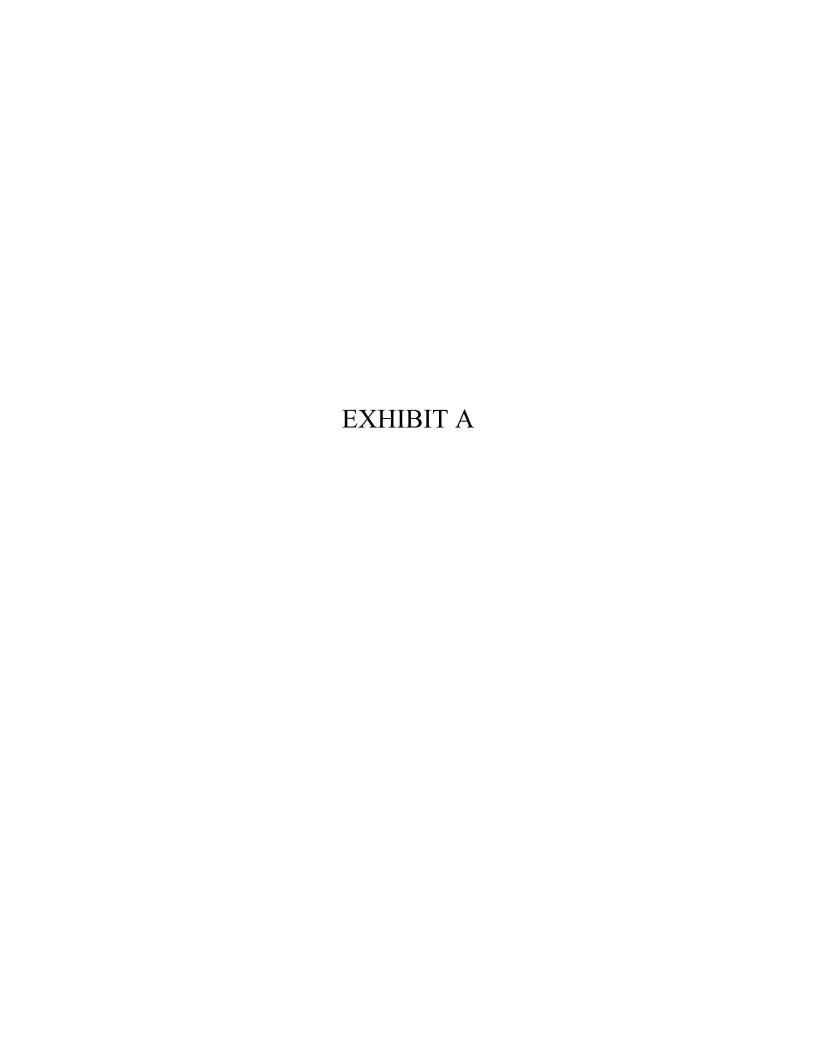
Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

CITY OF OREM

Authorized by Resolution No. 20, authorized and passed on the day of	
, 20 City of Orem, UTAH	
By:	
Brenn D. Bybee, City Manager	
ATTEST: Orem City Recorder	
$R_{V'}$	

PROVO CITY

Authorized by Resolution No	, authorized and passed on the day of
, 20	
	PROVO CITY, UTAH
	By: MICHELLE KAUFUSI, Mayor
	MICHELLE KAUFUSI, Mayor
ATTEST:	
Provo City Recorder	_
By:Provo City Recorder	
APPROVED AS TO FORM AND COMPA WITH THE LAWS OF THE STATE OF U	
, Provo City Attorney	
By:	
City Attorney	

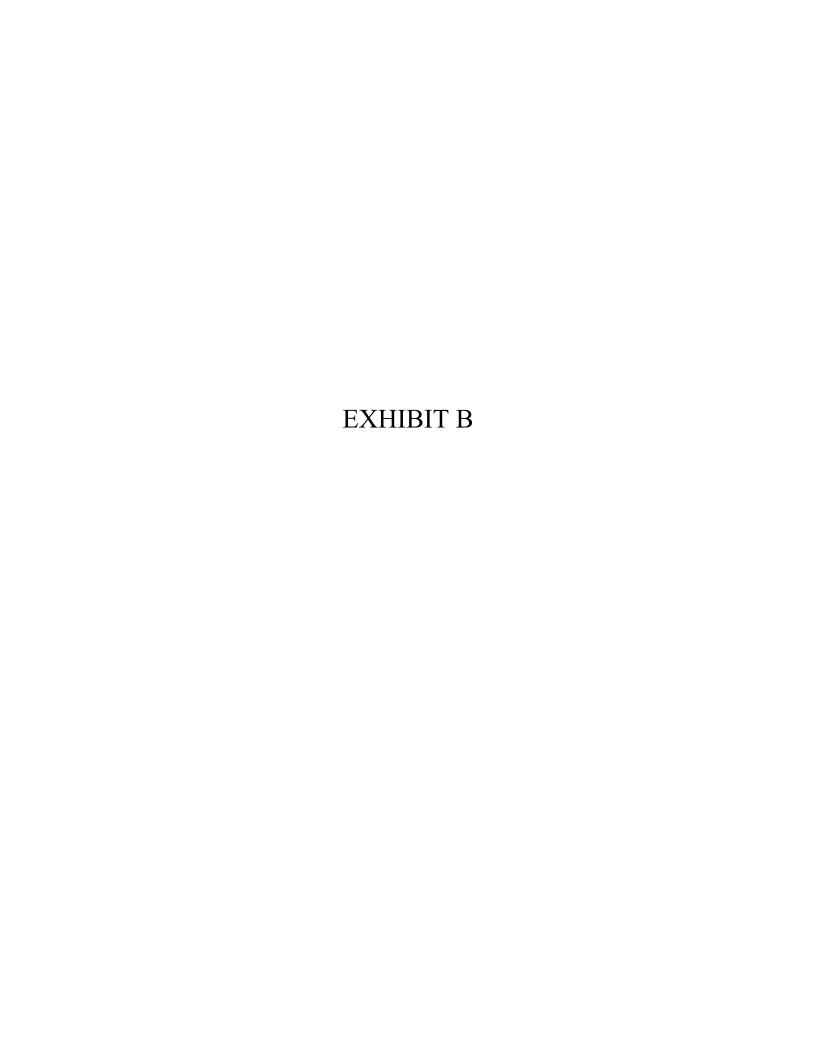


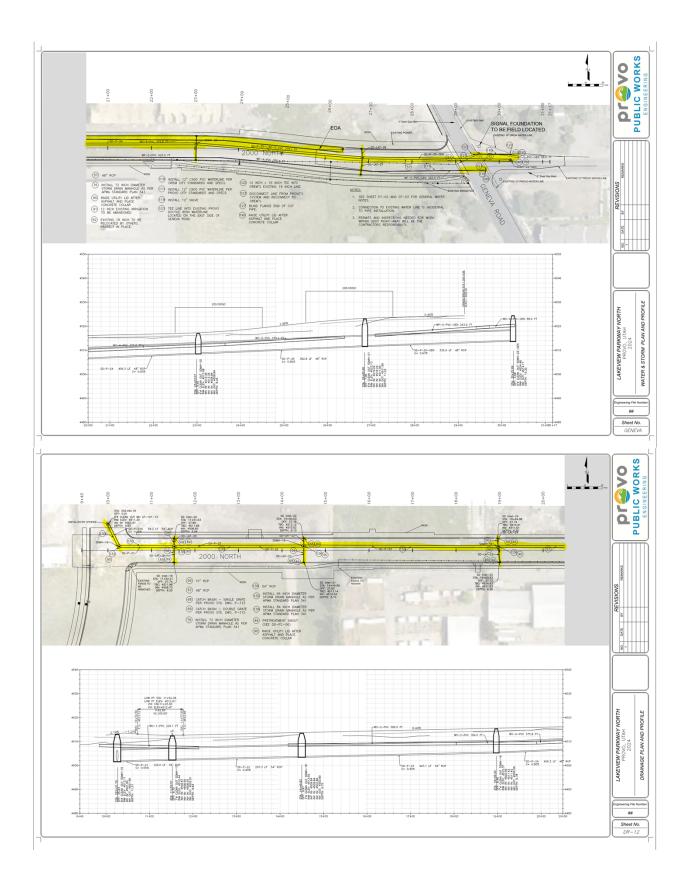
SCHEDULE A – 2000 NORTH OREM UTILITIES

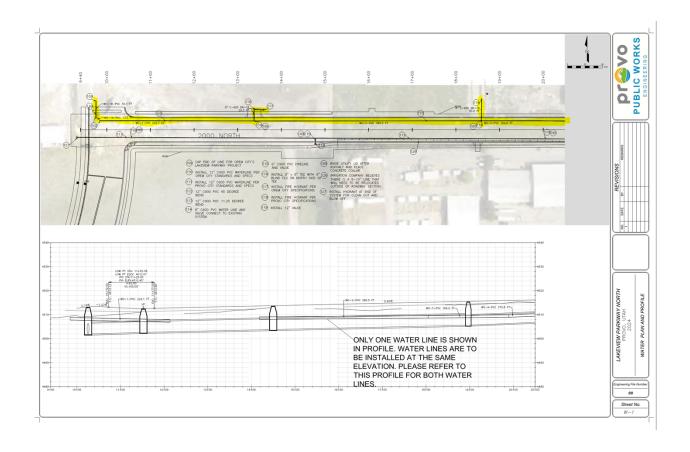
<u>Item</u>	Spec. No.	<u>Description</u>	<u>Unit</u>	Quantity	<u>Unit Price</u>	<u>Total</u>
A-1	01 55 26M	Traffic Control	Lump	1		
A-2	01 57 00	SWPPP	Lump	1		
A-3	01 71 13	Mobilization and Demobilization	Lump	1		
A-4	33 05 02	15" RCP Storm Drain Pipe, Class III – Owner Provided Material	LF	280		
A-5	33 05 02	54" RCP Storm Drain Pipe, Class III	LF	935		
A-6	33 05 02	48" RCP Storm Drain Pipe, Class III	LF	1005		
A-7	33 05 05, 33 11 00M	12" C900 PVC, DR-18 Water Line	LF	1710		
A-8	33 05 05, 33 11 00M	12" 45° Water Line Bend	Each	2		
A-9	33 05 05, 33 11 00M	8" X 6" Tee w/Blind Flange	Each	1		
A-10	33 05 05, 3:	12" 11.25 Water Line Bend	Each	2		
A-11	33 05 05, 3:	8" C900 PVC, DR-18 Water Line	LF	80		
A-12	33 12 16	8" Gate Valve	Each	2		
A-13	33 12 19	Fire Hydrant	Each	1		
A-14	33 41 00	84" Dia Storm Drain Manhole	Each	3		
A-15	33 41 00	96" Dia Storm Drain Manhole	Each	1		
A-16	33 41 00	Single Catch Basin – Owner Provided Material	Each	6		
A-17	33 41 00	Double Catch Basin – Owner Provided Material	Each	4		
A-18	33 41 00	72" Dia Storm Drain Manhole	Each	2		
		Schedule A Total:				

SCHEDULE B – GENEVA ROAD UTILITY CROSSING

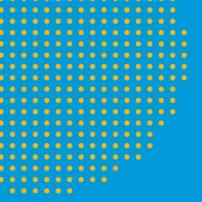
<u>Item</u>	Spec. No.	<u>Description</u>	<u>Unit</u>	Quantity	<u>Unit Price</u>	<u>Total</u>
B-1	01 55 26M	Traffic Control	Lump	1		
B-2	02 41 13	Blind Flange Existing Water Line	Each	1		
B-3	02 41 14	Remove Asphalt Concrete Pavement	SY	395		
B-4	2056	UDOT Granular Borrow	CY	135		
B-5	02741M	UDOT 1/2" HMA, PG 64-34	Ton	160		
B-6	32 11 23	Untreated Base Course - Grade 3/4	CY	90		
B-7	33 05 02	48" RCP Storm Drain Pipe, Class III	LF	130		
B-8	33 05 05, 33 11 00M	12" C900 PVC, DR-18 Water Line	LF	150		
B-9	33 05 14M	Adjust Water Valve to Grade	Each	2		
B-10	33 05 14M	Adjust Manhole to Grade	Each	1		
B-11	33 12 16	12" Gate Valve	Each	1		
B-12	33 12 16	12" Butterfly Valve	Each	1		
B-13	33 41 00	72" Dia Storm Drain Manhole	Each	1		
		Schedule B Total:				







1	RESOLUTION 2024		
2			
3	A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN		
4	THE CITY OF OREM AND PROVO CITY FOR THE INSTALLATION OF		
5	UTILITIES IN 2000 NORTH. (24)		
6			
7	<u>RECITALS:</u>		
8			
9	It is proposed that a 54-inch and 48-inch storm drain main and 12-inch water main be		
10	installed per Orem City standards and specifications;		
11			
12	Orem City will reimburse Provo for the contract amount of \$2,074,145.00 to install the		
13	above mentioned utilities, and also pay any change orders that may occur during construction;		
14			
15	Orem City will allow Provo street drainage to be conveyed through the storm drain main;		
16			
17	Orem City will obtain ownership and maintain both the storm drain main and water main		
18	located within Provo's right-of-way in 2000 North, between the future Lakeview Parkway and		
19	Geneva Road;		
20			
21	On June 18, 2024, the Municipal Council met to consider the facts regarding this matter		
22	and receive public comment, which facts and comments are found in the public record of the		
23	Council's consideration; and		
24			
25	After considering the facts presented to the Municipal Council, the Council finds that (i)		
26	the Agreement should be approved as described herein, and (ii) such action furthers the health,		
27	safety, and general welfare of the citizens of Provo City.		
28	THEREFORE 4 M 11 1 C 11 CP C1 II 1 C 11		
29	THEREFORE, the Municipal Council of Provo City, Utah resolves as follows:		
30	DADT I		
31	PART I:		
32	The Interior of Community Assessment between Process City and the City of Comm		
33	The Interlocal Corporation Agreement between Provo City and the City of Orem		
34	regarding the installation and payment for a storm drain main and water main within 2000 North,		
35	between the future Lakeview Parkway and Geneva Road is approved, and the Mayor is		
36	authorized to execute the Agreement.		
37	DADT II.		
38	PART II:		
39	This was lating tales offert immediately		
40	This resolution takes effect immediately.		



2000 NORTH INTERLOCAL AGREEMENT

By Danielle Nixon, Engineer
June 18, 2024





Existing Agreement

4. **Utilities.** Provo and Orem shall both have the ability to use the 2000 Street roadway corridor for the installation of water, sewer, storm drainage, street lighting, communication lines and other utilities as becomes necessary. The cities agree to work together to determine the appropriate location of utilities which will accommodate the needs of each city. The Cities will work together to create a joint storm drain utility that will meet the needs of the storm water runoff created by 2000 Street, as well as convey storm water generated by development

pg. 3

adjoining 2000 Street. Street lighting design, location and operation shall be coordinated between the cities to ensure, insofar as is practical, uniformity in both form and function. Any other public or private utilities will require the review and approval of each city within their respective jurisdictions.



Location of Work



 2000 North between Geneva Road and the future Lakeview Parkway



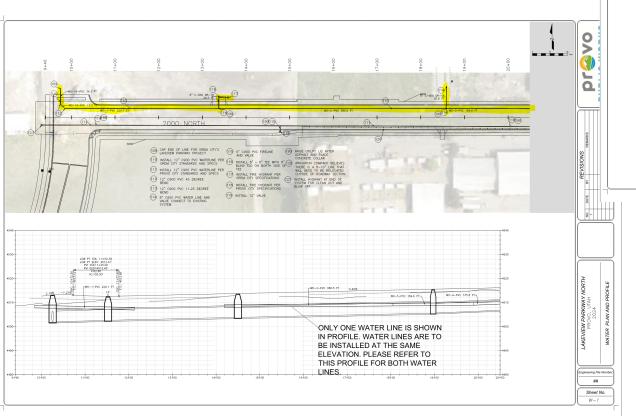
Proposed Agreement

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of preserving the resources of each entity, and providing for the health, safety, and welfare of the citizens of Orem and Provo by the installation of a 54-inch and 48-inch storm drain main and a 12-inch water main in 2000 North, Provo, Utah as shown in Exhibit B.



Exhibit B



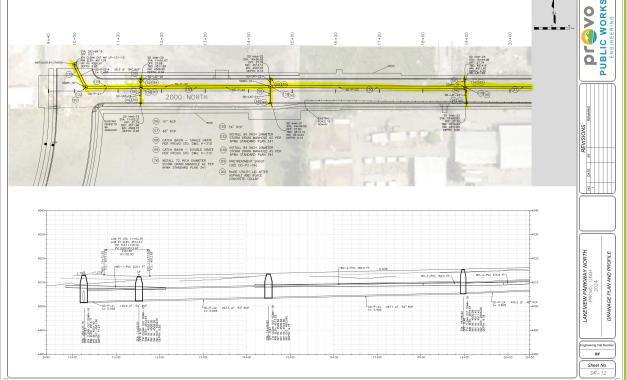
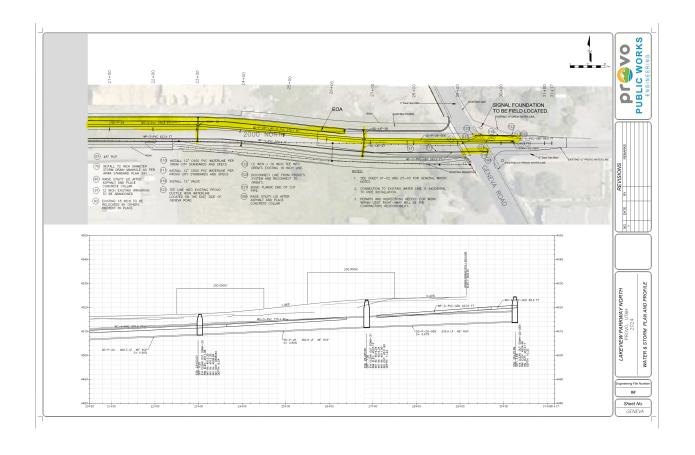




Exhibit B - Continued





Cost Breakdown

- Overall contract total: \$2,519,795.00
 - Agreement Amount: \$2,074,145.00
 - Provo's Cost: \$445,650.00



Summary

- Utilities need to be installed before Lakeview Parkway construction (Provo & Orem) begins
- Orem has agreed to the bid prices and the contractor
- Both Orem and Provo City staff approve of this agreement
- If approved work will begin this summer



PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:KZARBOCKDepartment:FinanceRequested Meeting Date:06-04-2024

SUBJECT: A resolution regarding FY24 Year-End Appropriations in the Airport Fund,

General Fund, and Golf Course Fund (24-006)

<u>RECOMMENDATION</u>: Review and approve year-end appropriations related to budget shortages and scooter revenue.

BACKGROUND: Near the end of each fiscal year, Finance reviews the budget to see if any shortages are projected. Having sufficient budget is important for governmental funds since shortages result in audit findings. In addition, some departments have experienced higher-than-expected revenues and have asked for those revenues to be appropriated for specific purposes. The attached PDF shows the funds, amounts, and reasons for year-end appropriations in FY2024.

FISCAL IMPACT:

PRESENTER'S NAME: Kelsey Zarbock

REQUESTED DURATION OF PRESENTATION: 10 min

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-006



ADMINISTRATIVE SERVICES

TEL 801 852 6504 351 W CENTER ST PO BOX 1849 PROVO, UT 84603

NOTICE OF PUBLIC HEARING BEFORE THE PROVO MUNICIPAL COUNCIL

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on the following item during the Council Meeting that will take place on Tuesday, June 18, 2024 at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah (new city hall building). Anyone interested is invited to attend.

Provo City Council will consider the following appropriations:

- Appropriation in the Airport fund for Police and Fire presence at the Airport and a badging office. The funding source is Airport revenues. (\$1,143,340)
- Appropriation in the general fund for Police and Fire presence at the Airport. The funding source is a public safety chargeback paid to the general fund by the Airport. (\$623,975)
- Appropriation in the general fund for Police operations. The funding source is general fund balance. (Up to \$60,000)
- Appropriation in the general fund for unanticipated maintenance costs for the City Hall and a new pedestrian bridge. The funding source is general fund balance. (\$87,034)
- Appropriation in the general fund for wayfinding. The funding source is scooter revenue. (Up to \$70,000)
- Appropriation in the Golf fund for concession expenses, payroll expenses, and equipment purchases. The funding source is Golf Course revenue. (\$147,047)

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meeting virtually may do so via Zoom. To join the Zoom meeting, visit zoom.us/join and enter Meeting ID 879 8644 5445 and Passcode 803801. To listen or comment via phone, dial 346-248-7799, enter Meeting ID 879 8644 5445 and press #. Press # again for participant ID. Once connected, press *9 to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

Kelsey Zarbock, Budget Officer

FY24 Year-End Appropriation Requests

After assessing department budgets and learning of some requests that happen to fall at the end of the fiscal year, Finance recommends that the Council approve the budget appropriations in the table below for FY2024. These appropriation requests will comprise one work meeting item on June 4th and then they will be brought to the Council for approval as separate items at the June 18th Council meeting.

Appropriation Category	Fund/Division	Detail Amount	Reason	Funding Source
FY24 Budget Shortage	Airport Fund/Airport	\$ 407,267	Appropriate budget in the Public Safety Chargeback account to pay for projected Fire Department costs at the Airport.	Surplus Airport FY24 revenues
FY24 Budget Shortage	Airport Fund/Airport	\$ 263,209	Appropriate budget in the Public Safety Chargeback account to pay for projected Police Department costs at the Airport.	Surplus Airport FY24 revenues
Assign revenue to a specific purpose	Airport Fund/Airport	\$ 472,864	Appropriate budget in Airport's capital expense account to go toward a badging office.	Surplus Airport FY24 revenues
	TOTAL AIRPORT	\$ 1,143,340		
FY24 Budget Shortage	Fire	\$ 355,000	Appropriate budget for Fire Department costs at the Airport in the General Fund.	Public Safety Chargeback Revenue (from Airport)
FY24 Budget Shortage	Police	\$ 200,000	Appropriate budget for Police Department costs at the Airport in the General Fund.	Public Safety Chargeback Revenue (from Airport)
FY24 Budget Shortage	Police	\$ 40,000	Appropriate budget in Police Department to cover higher- than-anticipated cell phone costs.	General Fund balance
FY24 Budget Shortage	General Services	\$ 87,034	Appropriate budget in General Services to cover higher- than-anticipated maintenance costs for the City Hall and the new pedestrian bridge	General Fund balance
Assign revenue for a specific purpose	General Fund/Development Services	\$ 70,000	Appropriate <u>up to</u> \$70,000 in the General Fund, Development Services Department for wayfinding.	Scooter revenue (General Fund)
	TOTAL GENERAL FUND	\$ 752,034		
FY24 Budget Shortage	Golf	\$ 15,000	Appropriate \$15,000 in the Golf Course Fund to cover concession expenses associated with increased revenues.	Surplus Golf Course FY24 revenues
FY24 Budget Shortage	Golf	\$ 78,000	Appropriate \$78,000 in the Golf Course Fund to cover payroll expenses, including comp time buyouts.	Surplus Golf Course FY24 revenues
Equipment purchase request	Golf	\$ 29,047	Appropriate \$29,047 in the Golf Course Fund to pay for a range tractor.	Surplus Golf Course FY24 revenues
Equipment purchase request	Golf	\$ 25,000	Appropriate \$25,000 in the Golf Course Fund to pay for an irrigation pump replacement.	Surplus Golf Course FY24 revenues
	TOTAL GOLF COURSE FUND	\$ 147,047		

⁼ Funding source is general fund balance

FY24 Year-End Appropriation Requests

After assessing department budgets and learning of some requests that happen to fall at the end of the fiscal year, Finance recommends that the Council approve the budget appropriations in the table below for FY2024. These appropriation requests will comprise one work meeting item on June 4th and then they will be brought to the Council for approval as separate items at the June 18th Council meeting.

Appropriation Category	Fund/Division	Detail Amount	Reason	Funding Source
FY24 Budget Shortage	Airport Fund/Airport	\$ 316,225	Appropriate budget in the Public Safety Chargeback account to pay for projected Fire Department costs at the Airport.	Surplus Airport FY24 revenues
FY24 Budget Shortage	Airport Fund/Airport	\$ 257,910	Appropriate budget in the Public Safety Chargeback account to pay for projected Police Department costs at the Airport.	Surplus Airport FY24 revenues
Assign revenue to a specific purpose	Airport Fund/Airport	\$ 569,205	Appropriate budget in Airport's capital expense account to go toward a badging office.	Surplus Airport FY24 revenues
	TOTAL AIRPORT	\$ 1,143,340		
FY24 Budget Shortage	Fire	\$ 355,000	Appropriate budget for Fire Department costs at the Airport in the General Fund.	Public Safety Chargeback Revenue (from Airport)
FY24 Budget Shortage	Police	\$ 268,975	Appropriate budget for Police Department costs at the Airport in the General Fund.	Public Safety Chargeback Revenue (from Airport)
FY24 Budget Shortage	Police	\$ 40,000	Appropriate budget in Police Department to cover higher- than-anticipated cell phone costs.	General Fund balance
FY24 Budget Shortage	General Services	\$ 87,034	Appropriate budget in General Services to cover higher- than-anticipated maintenance costs for the City Hall and the new pedestrian bridge	General Fund balance
Assign revenue for a specific purpose	General Fund/Development Services	\$ 70,000	Appropriate <u>up to</u> \$70,000 in the General Fund, Development Services Department for wayfinding.	Scooter revenue (General Fund)
	TOTAL GENERAL FUND	\$ 821,009		
FY24 Budget Shortage	Golf	\$ 15,000	Appropriate \$15,000 in the Golf Course Fund to cover concession expenses associated with increased revenues.	Surplus Golf Course FY24 revenues
FY24 Budget Shortage	Golf	\$ 78,000	Appropriate \$78,000 in the Golf Course Fund to cover payroll expenses, including comp time buyouts.	Surplus Golf Course FY24 revenues
Equipment purchase request	Golf	\$ 29,047	Appropriate \$29,047 in the Golf Course Fund to pay for a range tractor.	Surplus Golf Course FY24 revenues
Equipment purchase request	Golf	\$ 25,000	Appropriate \$25,000 in the Golf Course Fund to pay for an irrigation pump replacement.	Surplus Golf Course FY24 revenues
	TOTAL GOLF COURSE FUND	\$ 147,047		

⁼ Funding source is general fund balance

Airport Public Safety Costs								
	Original Budget	Projected Spent	Difference	Buffer	Total Requested			
Fire Costs at Airport	478,785	795,010	316,225	Badging Office \$	316,225			
Police Costs at Airport	266,161	524,071	257,910	Badging Office \$	257,910			
	744,946	1,319,081	574,135		574,135			
	Original Budget	Projected Spent	Difference	Buffer	Total Requested			
Fire Airport Budget in General Fund	478,785	795,010	316,225	38,775	355,000			
Police Airport Budget in General Fund	266,161	524,071	257,910	11,065	268,975			
	744,946	1,319,081	574,135	49,840	623,975			

1	RESOLUTION 2024-
2	
3 4	A RESOLUTION REGARDING YEAR-END APPROPRIATIONS IN THE AIRPORT FUND, GENERAL FUND, AND GOLF COURSE FUND (24-006)
5 6	RECITALS:
7	
8	It is proposed that the Council consider six appropriations as part of the year-end budget
9	reconciliation process;
10	
11	The first recommendation is to appropriate \$1,143,340 in the Airport fund for a badging
12	office and Police and Fire presence at the Airport, which will be funded by Airport revenues
13	received in fiscal year 2024;
14	The second recommendation is to appropriate \$622,075 in the concret found for multip
15	The second recommendation is to appropriate \$623,975 in the general fund for public
16	safety presence at the Airport, which will be funded by general fund revenue received in fiscal
17	year 2024 from the Airport;
18	The third accommodation is to appropriate you to \$60,000 in the account found for Dalice
19	The third recommendation is to appropriate up to \$60,000 in the general fund for Police
20	cell phone expenses, which will be funded by the general fund balance;
21	TI 6 d 16 16 16
22	The fourth recommendation is to appropriate \$87,034 in the general fund for
23	unanticipated maintenance costs for City Hall and a pedestrian bridge, which will be funded by
24	the general fund balance;
25	TH C01 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1
26	The fifth recommendation is to appropriate up to \$70,000 (dependent on actual revenues)
27	in the general fund for wayfinding, which will be funded by scooter revenues received in fiscal
28	year 2024;
29	
30	The sixth recommendation is to appropriate \$147,047 in the Golf Course fund for
31	concession expenses, payroll expenses, and equipment purchases, which will be funded by golf
32	course revenues received in fiscal year 2024;
33	
34	On June 18, 2024, the Municipal Council met to consider the facts regarding this matter
35	and receive public comment, which facts and comments are found in the public record of the
36	Council's consideration; and
37	
38	After considering the Administration's recommendation, and facts and comments
39	presented to the Municipal Council, the Municipal Council finds the proposed appropriations
40	reasonably further the health, safety, and general welfare of the citizens of Provo City.
41	
42	THEREFORE, the Municipal Council of Provo City, Utah resolves as follows:
43	
44	PART I:
45	
46	An appropriation of \$1,143,340 in the Airport fund for a badging office and public safety

47	presence at the Airport is authorized.
48	
49	PART II:
50	
51	An appropriation of \$623,975 in the general fund for public safety presence at the Airport
52	is authorized.
53	
54	PART III:
55	
56	An appropriation of \$60,000 in the general fund for Police cell phone expenses is
57	authorized.
58	
59	PART IV:
60	
61	An appropriation of \$87,034 in the general fund for unanticipated maintenance costs for
62	City Hall and a pedestrian bridge is authorized.
63	
64	PART V:
65	
66	An appropriation of up to \$70,000 in the general fund for wayfinding is authorized.
67	
68	PART VI:
69	
70	An appropriation of \$147,047 in the Golf Course fund for concession expenses, payroll
71	expenses, and equipment purchases is authorized.
72	
73	PART VII:
74	
75	This resolution takes effect immediately.
76	· · · · · · · · · · · · · · · · · · ·
77	END OF RESOLUTION.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:KZARBOCKDepartment:FinanceRequested Meeting Date:06-18-2024

SUBJECT: A public hearing regarding management salary increases (24-007)

RECOMMENDATION: No action required. Public hearing only.

BACKGROUND: State law now requires a public hearing for management salary increases. The salary increases will be included in the FY25 budget.

FISCAL IMPACT:

PRESENTER'S NAME: Daniel Softley

REQUESTED DURATION OF PRESENTATION: 5 min

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-007



ADMINISTRATIVE SERVICES

TEL 801 852 6504 351 W CENTER ST PO BOX 1849 PROVO, UT 84603

NOTICE OF PUBLIC HEARING BEFORE THE PROVO MUNICIPAL COUNCIL

Notice is hereby given that the Municipal Council of the City of Provo, Utah, will hold a public hearing on the following item during the Council Meeting that will take place on Tuesday, June 18, 2024, at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah. Anyone interested is invited to attend.

Provo City Council will hold a public hearing regarding the disclosure of pay increases for management grade employees that are included in the FY2024-FY2024 budget.

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meetings virtually may do so via Zoom. To join the Zoom meetings, visit zoom.us/join and enter Meeting ID 879 8644 5445 and Passcode 803801. To listen or comment via phone, dial 346-248-7799, enter Meeting ID 879 8644 5445 and press #. Press # again for participant ID. Once connected, press *9 to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

Kelsey Zarbock, Budget Officer

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:KZARBOCKDepartment:FinanceRequested Meeting Date:06-18-2024

SUBJECT: A public hearing regarding the annual disclosure of funds transferred from

the utility enterprise funds to other funds for the upcoming budget (24-007)

RECOMMENDATION: State required public hearing; no Council action required.

BACKGROUND: State law requires that Provo City provide an annual disclosure of funds transferred from the utility enterprise funds to other funds.

FISCAL IMPACT:

PRESENTER'S NAME: Dan Follett

REQUESTED DURATION OF PRESENTATION: 5 min

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-007



ADMINISTRATIVE SERVICES

TEL 801 852 6504 351 W CENTER ST PO BOX 1849 PROVO, UT 84603

NOTICE OF PUBLIC HEARING BEFORE THE PROVO MUNICIPAL COUNCIL

Notice is hereby given that the Municipal Council of the City of Provo, Utah, will hold a public hearing on the following item during the Council Meeting that will take place on Tuesday, June 18, 2024, at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 445 West Center Street, Provo, Utah. Anyone interested is invited to attend.

Provo City Council will hold a public hearing regarding the annual disclosure of funds transferred from the utility enterprise funds to other funds for the upcoming budget. The proposed transfer is \$16,716,607 from utility enterprise funds to other funds in the Fiscal Year 2024-2025 budget. The table below provides a breakdown of the transfer amounts:

	Trans	sfer to General	Fund	Transfer to (Other Funds		
		1% Road	Administrative				
Transfer From	10% Transfer	Transfer	Overhead	Provo 360	Water	Total	% of Rev
Energy	\$ 7,223,010	\$ 722,301	\$ 558,046	\$ 117,568	\$ -	\$ 8,620,925	11%
Water	1,721,600	172,160	457,818	49,587	-	2,401,165	12%
Wastewater	2,619,599	261,960	394,601	31,110	583,820	3,891,090	14%
Sanitation	715,000	71,500	172,012	21,892	-	980,404	13%
Storm Drain	600,000	60,000	148,044	14,979	-	823,023	13%
Total	\$12,879,209	\$1,287,921	\$ 1,730,521	\$ 235,136	\$ 583,820	\$16,716,607	12%

The meeting will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meetings virtually may do so via Zoom. To join the Zoom meetings, visit zoom.us/join and enter Meeting ID 879 8644 5445 and Passcode 803801. To listen or comment via phone, dial 346-248-7799, enter Meeting ID 879 8644 5445 and press #. Press # again for participant ID. Once connected, press *9 to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

Kelsey Zarbock, Budget Officer

NOTICE TO PROVO CITY UTILITY CUSTOMERS

State law requires that Provo City provide an annual disclosure of funds transferred from the utility enterprise funds to other funds. The following paragraphs explain the various transfers from enterprise funds to other funds in the proposed 2025 budget.

Historically, Provo has budgeted for the transfer of 10% of utility fund revenues to the General Fund as a "dividend" to Provo taxpayers as the result of the taxpayers' investment in the City's utility infrastructure. These funds are used each year to help cover the costs of important City services like police, fire, parks and recreation, and other city functions. The utility transfer, together with franchise fees, helps keep property taxes in Provo low. If City utility services were provided by private utility owners, these dividends would instead be paid to investor-owners. Because Provo taxpayers are the investor-owners, these dividends are used to offset what otherwise would be a significant increase in property tax rates. The 10% transfer totals \$12,879,209 in the proposed 2025 budget.

Since 2013, a 1% transfer from utility fund revenues has been transferred to the General Fund to be used to enhance available funding for road maintenance. The 2025 budget proposes that \$1,287,921 be transferred to the General Fund.

It is more cost effective and operationally efficient for certain administrative functions such as legal, human resources, information technology and finance to be administered on a city-wide basis. Transfers from the funds receiving the benefit of these administrative services to the General Fund totaling \$1,730,521 have been included in the proposed 2025 budget.

Provo City implemented a city-wide system known as Provo 360. The system benefits residents, customers, and all departments of the City. The proposed 2025 budget includes transfers of \$235.136 to the Provo 360 Fund.

A transfer of \$583,820 from the Wastewater Fund to the Water Fund has been included in the 2025 proposed budget. The transfer is a reimbursement for management services provided to the Wastewater Fund by the Water Fund.

This table outlines the transfers described above:

	Trans	sfer to General	Fund	Transf	er to Other F			
		1% Road	Administrative	Telecom				% of
Transfer From	10% Transfer	Transfer	Overhead	Debt Service	Provo 360	Water	Total	Rev
Energy	\$ 7,223,010	\$ 722,301	\$ 558,046	\$ -	\$ 117,568	\$ -	\$ 8,620,925	11%
Water	1,721,600	172,160	457,818	-	49,587	-	2,401,165	12%
Wastewater	2,619,599	261,960	394,601	-	31,110	583,820	3,891,090	14%
Sanitation	715,000	71,500	172,012	-	21,892	-	980,404	13%
Storm Drain	600,000	60,000	148,044	-	14,979	-	823,023	13%
Total	\$ 12,879,209	\$ 1,287,921	\$ 1,730,521	\$ -	\$ 235,136	\$583,820	\$16,716,607	12%

Public hearings regarding transfers from the enterprise funds to other funds for the fiscal year beginning July 1, 2024, and ending June 30, 2025 will be held during the Council Meeting on Tuesday, June 18, 2024. The meeting starts at 5:30 p.m. and will be held in the Council Chambers of the Provo City Hall Building, 445 W Center Street, Provo, Utah. The meeting will also be available to the public for live broadcast and on-demand viewing at:

<u>youtube.com/provocitycouncil</u>. Those who would like to participate in the meeting virtually may do so via Zoom. To join the Zoom meeting, visit <u>zoom.us/join</u> and enter Meeting ID 879 8644 5445 and Passcode 803801. To listen or comment via phone, dial (669) 444-9171, enter Meeting ID 879 8644 5445 and press #. Press # again for participant ID. Once connected, press *9 to indicate that you would like to comment.

Thank you for your support and involvement as a customer of Provo City's utilities.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter:MDAYLEYDepartment:CouncilRequested Meeting Date:06-20-2023

SUBJECT: An ordinance amending the consolidated fee schedule and Provo City Code

Section 4.04.050 (24-007)

RECOMMENDATION: Adopt the FY25 pay table and consolidated fee schedule.

BACKGROUND: As part of adopting the Provo City budget for Fiscal Year 2024-2025, the consolidated fee schedule and pay range table are also updated and adopted.

FISCAL IMPACT:

PRESENTER'S NAME: Kelsey Zarbock, City Budget Officer

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-007

	ORDINANCE 2024
	AN ORDINANCE AMENDRIC THE CONCOLIDATED FEE COMERING
	AND PROVOCITY CODE SECTION 4 04 050 (24 0YY)
	AND PROVO CITY CODE SECTION 4.04.050. (24-0XX)
	RECITALS:
	RECTITIES.
	As part of the Fiscal Year 2024-2025 budget process, amendments to the Consolidated
Fee	Schedule and Provo City Code 4.04.050 (Pay Range Table) have been proposed;
1	On June 4 and June 18, 2024, the Municipal Council held public hearings to receive
	lic comment and ascertain the facts regarding the Tentative Budget, including the proposed andments to Provo City Code, which facts and comments are found in the public record of the
	uncil's consideration;
Cot	men s consideration,
	After considering the facts presented to the Municipal Council, the Council finds that (i)
Pro	vo City Code should be amended as set forth below, and (ii) such action furthers the health
safe	ty, and general welfare of the citizens of Provo City.
	THEREFORE 4 M : ' 10 '1 (4 O' CR H) 1 ' CH
	THEREFORE, the Municipal Council of the City of Provo, Utah ordains as follows:
PAI	RT I:
1711	XI 1:
	Adoption of the Provo City Budget for Fiscal Year 2025 is dependent on revisions of vo City Code Section 4.04.050 (Pay Range Table). This section is amended, effective July 74, by replacing the table in its entirety with the table shown in Exhibit A.
<u>PAI</u>	RT II:
	The Consolidated Fee Schedule is amended as shown in Exhibit B, effective July 1, 2024
<u>PAI</u>	RT III:
	A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.
	B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
	C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

- D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.
- END OF ORDINANCE.

Exhibit A

		202	4-25 PAY F	RANGE TA	BLE (BIW	EEKLY) -	EFFECTIV	/E FIRST I	FULL PAY	PERIOD (OF FISCAL	YEAR		
0						04.								
Grade	A (4)	D (2)	C (2)	D (4)	F (F)		eps C (7)	H (0)	1 (0)	1 (40)	V (44)	1 (42)	M (42)	N /4.4\
15	A (1)	B (2)	C (3)	D (4)	E (5) 1,282.70	F (6)	G (7)	H (8)	1 (9)	J (10)	K (11)	L (12)	M (13)	N (14)
15 16	1,102.00	1,250.66	1,220.89		1,346.83		1,415.01	1,450.39		1,523.82	1.561.92	1,600.97	1.640.99	1.682.01
17	1,220.10	1,313.20	,	1,379.68				1,522.90			,	,	,	1,766.09
18			1,413.33			,		1,599.05		,			1,809.19	1,854.42
19	,	,			1,559.13	,				,		1,853.31		1,947.13
20	,				1,637.07								1,994.62	
21	1,557.27	1,596.20	1,636.11	1,677.01	1,718.94	1,761.91	1,805.96	1,851.11	1,897.39	1,944.82	1,993.44	2,043.28	2,094.36	2,146.72
22			1,717.91			1,850.00		1,943.66		2,042.06		2,145.44		2,254.06
23					1,895.13							2,252.71	2,309.03	
24		1,847.80			1,989.88	-				-				
25					2,089.37									
26					2,193.84									2,739.79
27					2,303.53									2,876.81
28			2,302.16					2,604.68			2,804.96		2,946.96	3,020.63
_					2,539.64	,							3,094.30	
30			2,538.14	2,601.59				2,871.67		3,017.05		3,169.79		3.330.26
31	,	,	,		2,799.96	,			3,090.63	,				-,
			2,798.29			,		3,166.02		<u>, </u>				3,490.76
33		2,866.54		3,011.66			3,243.22		3,407.41		3,579.92		3,761.16	-,-
			3,085.11			-				-			3,949.19	
35		3,160.35		3,320.34			3,575.64			-	3,946.84		4,146.65	
36			3,401.33					3,848.29					4,353.98	
37					3,752.19					<u>, </u>			4,571.66	
38			3,749.96					4,242.74					4,800.27	
39		3,841.42		4,035.90		,	4,346.23	4,454.89		,	4,797.43		5,040.30	
40	-,				4,343.64	,				,				
41			4,341.06					4,911.51						5,695.84
42					4,788.85	,				<u>, </u>				
43					5,028.29									
44	-	4.902.74			5,279.71	,		5,685.66		,				6.593.63
	,	,	,	.,	.,	,	.,	.,	.,	,	.,	-,	.,	.,
M1	4,122.52													6,046.36
	4,328.65													6,348.68
М3	4,545.08													6,666.11
M4	4,772.33													6,999.42
M5	5,010.95													7,349.39
М6	5,261.50													7,716.86
М7	5,524.58													8,102.70
M8	5,800.81													8,507.84
М9	6,090.85													8,933.23
M10	6,395.39													9,379.89

Exhibit B

Due to document format, this exhibit will be attached at a later step. The Consolidated Fee Schedule is available in the meeting materials at agendas.provo.org.

Provo City Consolidated Fee Schedule

Administrative

Airport

Business Licensing

Cemetery

City Hall Rentals

Development Fees

Engineering

Fire Department

Fire Inspection Fees

Inspection Fees

Impact Fees

Justice Court

Library at Academy Square

Parks and Recreation

Covey Center for the Arts

Golf Course

Park Pavilion Reservations

Parks, Parkways, Trails, and Other Park Properties

Provo City Recreation Center

Provo Shooting Sports Park

Sports, Adult

Sports, Youth

Sports Fields Rental Fees

Peaks Ice Arena

Permit Areas

Police Department

Utilities

Utility Transportation Fund Fee

Culinary Water

Energy

Sanitation

Storm Water

Wastewater

ADMINISTRATIVE

	ınnı	into
-	lepr	111115

8 1/2" x 11"

\$0.75

400 Scale Aerial \$5.00

Notary Service \$2.00

Records and GRAMA Requests

Employee time to	The full fee
respond to a records	allowed by statute

request

Computer media \$20.00

Bicycle License No charge

Dispatch recordings \$20.00

Fire report \$15.00

Photocopy, standard \$0.10 per page

Photocopy, special Cost

Photos (per CD of photos)	\$20.00
Photos (per printed photo)	\$5.00
Police Clearances	\$10.00
Insurance Letters	\$10.00
Subpoenas	Costs as per statute
Traffic accident reports	\$10.00
Videos (cost per video)	\$25.00 minimum due at time of request (credited against final fee)
Fire and Police records	\$15.00 minimum due at time of request (credited against final fee)
Returned Check Fee	\$20.00
Passport Application	\$35.00
Passport Photo	\$15.00
Fingerprinting	\$15.00 \$10.00
Late Fee on Utility Bills	1.5%

Late Fee on 1.5%
Miscellaneous
Accounts Receivable
(Customer Service)

AIRPORT

year

Hangar Rental

Hangars 1A to 27A \$310.00 per month

City-owned Box \$340.00 per month Hangars

All other City-owned T- \$405.00 per month

Shade Hangar \$185.00 per month

Tie Downs

hangars

Monthly Fee \$43.00

Annual Fee \$350.00

Fuel Flowage Fee \$0.08 per gallon

for non-air carriers. \$0.05 for air carriers.

Annual Fee for	To be determined

Commercial Services

White Badge Fee \$25.00 per year

SIDA Badge Fee \$50.00 per year

Airport Parking Fee \$12.00 per vehicle

per day

Rental Car 10% of gross Concessions Fee revenue plus

\$20.00 per month per parking space

Landing Fee \$1.07 \$1.03 per

> 1,000 pounds landed weight for all aircraft over 12,500 pounds

Terminal Use Fee \$2.02 \$1.95 per

> enplaned passenger

Office Space Lease \$24.00\$20.00 per

square foot per

year

Remain Over Night \$50.00 per plane

Fee per night

5% of gross

Retail Concession Fee

revenue

Customer Facility \$3.50 per rental

Charge	day
Electric Vehicle Charging Rate	\$0.1209 <mark>\$0.11</mark> per kWh
Passenger Facility Charge	\$4.50 per passenger
Document Review Fee	\$200.00 per application
Security Violation 1 st Offense Badge Reinstatement Fee	\$50.00
Security Violation 2 nd Offense Badge Reinstatement Fee	\$100.00
Video Display Advertising	\$150.00 per month
Conference Room Rental	\$150.00 1-4 hour reservation
Filming Activity Location Charge	\$100.00 per hour
Hangar Wait List	\$1,000.00 deposit applied to first month's lease

BUSINESS LICENSING

General Business

License

Number of Employees	Fee
0 – 5	\$125
6 – 10	\$175
11 – 25	\$300
26 – 50	\$425
51 – 75	\$550
76 – 100	\$675
101+	\$800
Late Fee	\$25.00
Name Change	\$10.00
Location Change	\$25.00
Home Occupation	
New Application	\$37.00
Renewal	\$17.00

Major Businesses Fee	\$100.00			
Home Occupation/Day Care/Pre-School				
Business License	\$175.00			
Annual Renewal	\$155.00			
Auction	Lesser of \$10.00 per day or \$100.00 per month			
Beer License				
Class "A"	\$350.00			
Class "B"	\$450.00			
Class "C"	\$550.00			
Class "D"	\$300.00			
Class "E"	\$550.00			
Class "F"	\$450.00			
Nonrefundable Portion (included in application fee)	\$50.00			
Bond	\$1,000.00			
Billboards	\$21.00 per billboard			

Cell/Radio Tower	\$21.00 per tower
Christmas Tree Stand	
Business License	\$209.00
Permit Fee	\$100.00
Clean Up Bond	\$300.00
Closing Out Sales	\$25.00 + \$2.00 per \$1,000.00 of inventory
Contracted Services	
Business License	\$218.00
Annual Renewal	\$159.00
Extra Living Space Registration	\$50.00 per year
Fireworks Stand	
Business License	\$134.00
Permit Fee	\$200.00
Inspection Fee	\$50.00
Franchise	
One-Time Application	\$1,500.00

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Fe	e

ree	
Annual Fee	6% of gross revenue
Keeping Chickens	\$20.00
Locksmithing	
Business License	See Contracted Services
Individual License	\$25.00 per person
Newsstands	\$21.00 per newsstand
Nonprofit – Nonretail	
Business License	\$218.00
Annual Renewal	\$159.00
Nonprofit – Retail	
Business License	\$287.00
Annual Renewal	\$228.00
Nuisance Abatement Administrative Fee	\$100.00
Parade Vending and Selling Permit	\$25.00

Pub	lic.	Assem	hΙν
ıuv	\cdots	/ 1330111	ω_{1}

Permit Fee	\$100.00
I CITILLI CC	Ψ100.00

Business License	\$100.00 per day
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Rendering Facility \$644.00

Rental Dwelling, Including Mobile Homes

One Rental Dwelling	\$20.00
with One Unit	

More Than One Rental	\$60.00
Dwelling Unit	

Residential Accessory	\$50.00
Dwelling Unit Fee	

Salon Chair	\$28.00
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Sexually Oriented
Businesses

Annual Renewal \$159.00

Employee License \$50.00 each

Employee Annual \$25.00 each

Renewal

Solicitors \$66.00 per

employee

Solicitor's Identification \$10.00 per Badge employee

Solid Waste Hauler - Commercial

Business License No fee

Annual Franchise Tax 6% of all gross

revenues

Solid Waste Hauler -

Private

Business License \$218.00

Annual Renewal \$159.00

Special Events

Application Fee \$50.00

Taxicab Business \$10.00

License Sticker

Temporary Business

License

Business License \$218.00

Permit Fee \$100.00

Clean Up Bond for \$1,000.00

Circuses and Carnivals

Clean Up Bond for All \$300.00

Others

Towing and Parking Enforcement

Business License See Table for all

Office Staff

Annual Fee per Truck \$38.00

Vending \$21.00

Towing Bond \$1,000.00

CEMETERY

Burial Rights for

Spaces

Purchase limited to 2 up or 4 flush per family

Lawn Sites

Monument Estates \$2,000.00

Upright \$1,900.00\\$1,800.00

Flush \$1,400.00\\$1,300.00

Cremation \$550.00

Indigent \$550.00

2 Ashes 1 Stone \$550.00

4 Ashes 2 Stones	Full grave
------------------	------------

Permanent 1/2 value of burial Maintenance space

Infant \$350*

Mausoleum

Top/Bottom \$3,500.00

Mid-Level \$4,500.00

Cremation Garden

Ossuary/Cenotaph \$300.00

Tablet \$450.00

Post Single \$575.00\\$450.00

Post Companion \$800.00\\$650.00

Cored Single \$1,350.00\\$600.00

Cored Companion \$1,600.00\$900.00

Shield Cored Individual \$2,550

Shield Cored \$5,000

Companion

^{*}There are a limited number of single infant spaces that are \$400.00 for the complete burial

Peak Cored Individual	\$2,550	
Peak Cored Companion	\$5,000	
Small Family Columbarium	\$6,500	
Large Family Columbarium	\$9,725	
Cremation Estate	\$5,000.00\$ 2,500.00	
Tree Estate	\$2,500.00\$2,000.00	
Arbor Niche 24 Niche 48 Urn	\$850.00	
Community Column 64 Niche	\$800.00	
Pavilion Shutter	\$1,200.00	
Rustic Monolith 60 Cores	\$800.00\$750.00	
Niche Boulder	\$1,500.00\$1,400.00	
Family Columbarium	\$7,500.00	
Cremation Bench	\$5,000.00 \$2,500.00	
Cremation Pedestal	\$5,000	
Cremation Pedestal	\$3,000.00	

Bird Bath		
Mausoleum Niche Level 1	\$800.00	
Mausoleum Niche Level 2	\$900.00	
Mausoleum Niche Level 3	\$700.00	
8" Crypt Vase Mounting Hardware	\$25.00	
8" Crypt Plastic Vase	\$10.00	
4" Niche Vase Mounting Hardware	\$20.00	
4" Niche Vase	\$9.00	
Cylinder Urn	\$130.00	
Opening/Closing		
Adult	\$7.50\$700.00	
Infant	\$350	
Cremation Burial	\$350	
Niche	\$150.00	
Mausoleum	\$800.00	

Disinterment

Infants	\$900.00
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Adults \$1,500.00

Cremation \$450.00

Overtime Labor (After 4:00 p.m.)

Per Half Hour \$200.00

(Monday – Friday)

Saturdays and \$450.00

Holidays

Upright Monuments \$200.00

Inspection and Maintenance

Flush Marker \$100.00

Inspection and Maintenance

Recording Fee \$50.00

Probe \$10.00/\$25.00/\$50.00

Deed Transfer \$200.00 per space

(new owner maintenance) nontransferable

Veteran's Cross \$25.00

CITY HALL COMMUNITY ROOM RENTALS

General Rental Fees

City Hall Community
Room Rental

Upon availability, groups may rent the Council Chambers, the City Center Foyer, the City Center West Patio, or the City Center East Patio

Cleaning Deposit \$150.00\$150.00

AV Rental Deposit \$100.00\\$300.00

Cleaning Deposit for

Weddings

Food Deposit Set Upand Take Down Fee \$50.00\$15.00 per

Overtime Deposit \$50.00

Nonprofit Organizations

Regular Work Hours No charge

After Hours, Saturday, \$35.00 first two hours + \$10.00

each additional hour

Late Night (after 9:00 \$50.00 per hour

p.m.)

Citizens, Businesses, Special Interest

Groups

Regular Work Hours \$50.00 first two

> hours + \$10.00 each additional hour

After Hours, Saturday,

Holidays

\$90.00 first two

hours + \$15.00

each additional

hour

Late Night (after 9:00

p.m.)

\$50.00 per hour

Wedding Receptions

Regular Work Hours Not allowed

After Hours, Saturday,

Holidays

\$500.00 first two

hours + \$100.00

each additional hour

Late Night (after 9:00

p.m.)

\$150.00 per hour

DEVELOPMENT FEES

Map and Text Amendments*

General Plan (Map,

\$560.00^

Text, and Master Plan)

Ordinance Text	\$1,100.00^
Amendments (Titles 14	
and <u>15</u>)	

\$150.00

Local Street Plan

Ordinance Text \$1,100.00

Amendments (Chapter

9.80 Permit Parking

Area)

Rezoning \$1,050.00^

Agricultural Protection \$500.00 Area Proposal

Annexation (includes \$1,050.00 municipal disconnection)

*A concept plan is required for all rezoning applications.

^An Executive Board Chair may request a waiver of these fees under Section <u>2.29.070</u>, Provo City Code.

Street and Alley \$1,050.00 Vacation

Development Review

Condominiums \$260.00 + \$25.00

per unit, or lot

Preliminary \$1,100.00

ıbd		

Plans

Final Subdivisions	\$300.00
Boundary Line Adjustment	\$150.00
Concept Plan Approval	\$260.00 + \$25.00 per unit, or lot
Specific Development	\$260.00 + \$25.00

Conditional Use	\$900.00
Permits	

per unit, or lot

Accessory Dwelling	\$100.00
Unit (Single)	

Accessory Dwelling	\$500.00
Unit (Multiple)	

Project Plan Review –	\$150.00
Minor	

Project Plan Review –	\$1,350.00
Major	

Project Plan

Project Plan	\$500.00 plus any
Unauthorized Change	staff costs above
	\$500.00

Project Redevelopment

Option (PRO) Zones

Residential \$1,000.00 +

\$30.00 per dwelling unit

Commercial \$1,000.00 +

\$10.00 per 100 sq.

ft.

Schematic Plan \$500.00*

(SPRO)

*50% may be applied to PRO review fee if a positive recommendation is received

Expedited Meeting \$500.00

Agenda

(Subject to advertising requirements and preapproval of a board or commission having a quorum)

Street Tree Fees \$255.00 per

required tree

GIS Mapping Actual costs

Information and Misc.

Services

Temporary Use Permit \$100.00

Zoning Disclosure \$10.00

Zoning Verification \$25.00

Board of A	Adjustment
------------	------------

Appeals	\$600.00
Variances	\$600.00
Application	\$50.00
Renewal	\$20.00
Public Hearing Notice Fee	\$60.00
All Other Requests	\$60.00
Other Development Fees	
Bond Release Processing Fee	\$100.00
Time Extension	\$100.00
Demolition Permit	\$100.00
Relocation of a Building	\$100.00
Unauthorized Changes to an Approved Plan	\$500.00

ENGINEERING

Asphalt Overlay Fee

Asphalt pavement \$1.20 per square

foot

Manhole to be raised \$650.00 each

with a concrete ring

Water valve to be \$500.00 each

raised with a concrete

ring

Miscellaneous Fees

After hours inspection \$90.00 per hour, 2

hour min.

Development \$250.00 minimum

inspection

Hourly inspection fee \$60.00 per hour

for permits requiring multiple inspections

Permit extension \$200.00

Reinspection \$95.00 per

inspection

Traffic control plan \$75.00 per review fee (for permits inspection requiring multiple traffic

control plans)

Working without permit (stop work)	4 times permit fee
Construction Permit Fee	\$200.00
Permit Type	
Asphalt paving under 1,000 sq. ft.	\$50.00 plus \$0.10 per sq. ft.
Asphalt paving over 1,000 sq. ft.	plus \$0.10 per sq. ft.
Curb and gutter	\$0.50 per In. ft.
Sidewalk	\$0.25 per sq. ft.
Fire hydrant	\$60.00 each
Grading	\$60.00 per inspection
Sewer lateral	\$60.00 per lateral
Sewer main	\$0.50 per In. ft.
Water service	\$60.00 per service
Water main	\$0.50 per In. ft.
Storm water main inspection fee	\$0.50 per ln. ft.
Storm drain service	\$60.00 per service

Other utilities	\$0.25 per In. ft.

Directional boring \$0.25 per ln. ft.

Pothole plus \$25.00 per

pothole

Street closure (per plus \$250.00 per lane/per block)* day

Sidewalk, parking, plus \$50.00 per bicycle lane closures day (per block face)*

Street closure fees may be waived by the Mayor's Office for events held or sponsored by Provo City.

Street Sign Fee \$400.00 per sign

Street Cut Fee

Summer base rate \$50.00

(Apr. - Oct.)

Winter base rate \$200.00

(Nov. - March)

Additional Fee per Minimum \$25.00 Square Footage or \$1.20 per sq. ft.

^{*}These permit fees would be required on projects where closures exceed 24 hours or require multiple daily closures.

Pothole \$25.00 each

Reimbursement for Street Improvements

Curb and gutter \$30.00 per ln. ft.

Sidewalk \$42.00 per ln. ft.

Asphalt paving \$2.75 per sq. ft.

Concrete paving \$8.75 per sq. ft.

Administrative fee \$500.00

Floodplain Permit \$300.00 + \$25.00

per lot or parcel

\$100.00

FIRE DEPARTMENT

False Alarms (in a 12-month period)

The first three false No fee

Fifth response \$200.00

Sixth or more \$300.00 each

responses

alarms

Fourth response

Public school

\$50.00

Ambulance transport fees, mileage rates, and surcharges for ambulance service provided by Provo Fire and Rescue shall be set at the maximum rates set forth in the Utah Administrative Rule R426-8-2 as authorized by Utah Code Section <u>26-8a-403</u>.

A copy of the current authorized rate schedule shall be kept on file and available for public inspection at the Provo Fire and Rescue administrative offices located at 80 South 300 West.

FIRE INSPECTION FEES

Automatic Fire Sprinkler Systems

Plan Review (100
heads or fewer)

\$145.00 per hour

Plan Review (101 – 199 heads)

\$145.00 per hour

Plan Review (200 –

\$145.00 per hour

299 heads)

Plan Review (over 300

\$145.00 per hour

heads)

Acceptance Testing

Underground Flush

\$60.00

Hydrostatic Testing for First 2 Tests	\$60.00
Acceptance Testing for First 2 Tests	\$60.00
Further Hydrostatic or Acceptance Tests	\$60.00 each
Other Fire Protection Systems Additional Riser	\$50.00
Standpipe	\$100.00
Automatic Fire Sprinkler S or Tenant Finish	Systems – Remodel
Plan Review (fewer than 5 heads)	\$65.00
Plan Review (5 – 50 heads)	\$126.00
Plan Review (over 50 heads)	\$126.00 per hour
Fire Alarm Systems	
Plan Review New System	\$145.00 per hour
Plan Review Remodel	\$145.00 per hour
Plan Review Additional	\$145.00 per hour

Floors

Acceptance Testing for

\$60.00

First Two Tests

Further Acceptance

\$60.00 each

Tests

Commercial Hood Systems

Plan Review Fee (per

\$115.00

hood)

Acceptance Testing for

\$60.00

First Two Tests

Further Acceptance

\$60.00 each

Tests

Fire Hydrant Installation and Testing

Underground Flush

\$60.00

Acceptance Testing for

\$60.00

First 2 Tests

Fire Hydrant Flow Test

\$60.00 for first

hour

\$60.00 each

additional hour

LPG Storage Tanks and Gas Systems

Plan Review (under

\$100.00

2,000 gallons)

Plan Review (over 2,000 gallons)	\$175.00
Under 500 Gallon Tank Inspection	\$140.00
501 – 1,999 Gallons Private Use Inspection	\$165.00
501 – 1,999 Gallons Retail Inspection	\$215.00
2,000 – 3,999 Gallons Inspection	\$215.00
Over 4,000 Gallons	\$265.00
Inspection	
Inspection Hazardous Materials Storage An Fees	nual Permit
Hazardous Materials Storage An	nual Permit \$80.00
Hazardous Materials Storage An Fees	
Hazardous Materials Storage An Fees Minimal Storage Hazardous Materials	\$80.00
Hazardous Materials Storage An Fees Minimal Storage Hazardous Materials Storage Hazardous Materials	\$80.00 \$165.00

Hazardous Waste Production	\$300.00	
Multiple Use Site	\$315.00	
Liquid Storage Tank Installation a	nd Closure	
Plan Review	\$126.00	
Tank Fee under 500 Gallons	\$115.00	
Tank Fee 501 – 1,000 Gallons	\$165.00	
Tank Fee over 1,000 Gallons	\$265.00	
Explosives and Blasting		
Per Project	\$90.00	
Annual Fee	\$365.00	
Compressed Gas Systems		
Inspection Fee	\$115.00	
Combustible/Flammable Liquid Sy	vstems	
Plan Review	\$60.00	
Annual Operational Permit Fees Spray	\$165.00	

Powder Coating	\$165.00
Electrostatic Apparatus	\$165.00
Dipping Tank	\$165.00 per tank
Amusement Building	\$100.00
Combustible Fiber Storage	\$75.00
Cutting and Welding	\$75.00
Dry Cleaning Plant	\$75.00
High Piled Storage	\$75.00
Hot Work Operations	\$75.00
Industrial Ovens	\$75.00 per oven
LPG Dispensing	\$75.00
Spray Booths for Auto Painting	\$75.00
Lumber Yard	\$75.00
Woodworking Plants	\$75.00
Fireworks Sales	\$275.00 per location

Single Use Permits	
Fireworks Display – Ground	\$125.00
Aerial Fireworks Display under 250 Devices	\$140.00
Aerial Fireworks Display 250 Devices or More	\$215.00
Pyrotechnics, Other	\$110.00
Carnivals Less Than 10 Attractions	\$60.00
Carnivals 10 or More Attractions	\$100.00
Tent Between 200 and 2,000 Sq. Ft.	\$60.00
Tent More Than 2,000 Sq. Ft.	\$100.00
Canopy Between 400 and 2,000 Sq. Ft.	\$60.00
Canopy More Than 2,000 Sq. Ft.	\$100.00
Air Supported Structure	\$100.00

Aviation Facilities	\$60.00
Inspection and Enforceme	ent Fees
Exempt Child Care Facility	\$60.00
Daycare or Preschool	\$60.00
Nursing Home	\$100.00
Assisted Living Facility	\$100.00
Boarding School	\$100.00
Outpatient Provider	\$75.00
Hospital	\$200.00
Final Inspection for Occupancy	\$60.00
Each Additional Hour	\$100.00
Copy of Fire Report	\$15.00
Plan Review for Alarm Expedited	\$180.00 per hour
Plan Review for Sprinkler System Expedited	\$309.00 per hour
Stop Work Removal	\$100.00

Installation without a Permit	Double fee plus \$100.00
After Hours Inspection	\$75.00 per hour
	\$150.00 minimum
Standby Costs	
Paramedic Ambulance (includes 2 Medics)	\$180.00 per hour
Paramedic Team (2 Medics)	\$125.00 per hour
Engine Type I (includes 2 FF)	\$250.00 per hour
Additional Firefighter	\$62.50 per hour
Brush Truck Type 6 (includes 2 FF)	\$172.00 per hour
Heavy Rescue/Haz Mat (includes 4 FF)	\$375.00 per hour
Disposable Supplies	Market Price
Command Vehicle (includes Battalion Chief)	\$135.00 per hour

INSPECTION FEES

General Building

Inspection

For residential structures with not more than 4 units the building permit fee includes the plumbing, electrical, and mechanical permit fees.

Building permit Based on the 1997

UBC Fee Chart

Plan review 65% of the

Building Permit

Fee

Nonprofit organizations 100%

Reinspection fee \$100.00 per

system

Building Inspection \$600.00

Board of Appeals fee

Electrical Inspection \$75.00

Service charge \$75.00

Inspection fee \$0.02 per sq. ft.,

\$75.00 minimum

Mechanical Inspection

Minimum fee \$75.00

Plumbing Inspection

Minimum fee, including issuance of permit	\$75.00	
First fixture	\$20.00	
Each additional fixture	\$6.00	
Each water heater	\$6.00	
Fast track fee each permit	\$500.00	
Temporary Certificate of Occ	upancy	
Residential (180 days or less)	\$250.00	
Commercial (180 days or less)	\$500.00	
After-hours emergency inspection/2 hours minimum (see hourly)	\$120.00	
180-day issued permit extension	\$200.00	
180-day permit application extension	\$150.00	
Permit reinstatement fee (final inspection only)	\$200.00	
Extension of temporary	\$250.00	

occupancy

STOP WORK notice \$150.00

(RED TAG – penalty)

Re-review of plans *See hourly rate

after 2 revisions (\$ hourly rate, minimum 1

hour)

Hourly rate (per hour \$120.00

fee for overtime, after hours, re-review, etc.)

Building without permit **2x building

permit fee

Canceled building 25% of building permit fee permit fee

IMPACT FEES

(Effective July 1, 2019)1

Power Impact Fees			
Energy 1 Phase Impact Fees See Table			
Amperage Less Than or Equal To:	120/240	240)/480
10	\$88.00	\$17	75.00

20	\$175.00	\$350.00
30	\$263.00	\$525.00
40	\$350.00	\$700.00
50	\$438.00	\$875.00
60	\$525.00	\$1,050.00
70	\$613.00	\$1,225.00
80	\$700.00	\$1,400.00
90	\$788.00	\$1,575.00
100	\$875.00	\$1,750.00
125	\$1,094.00	\$2,188.00
150	\$1,313.00	\$2,626.00
175	\$1,532.00	\$3,063.00
200	\$1,750.00	\$3,501.00
300	\$2,626.00	\$5,251.00
400	\$3,501.00	\$7,002.00
500	\$4,376.00	\$8,752.00
600	\$5,251.00	\$10,503.00

700	\$6,127.00		\$12,2	253.00
800	\$7,00	02.00	\$14,0	004.00
900	\$7,87	77.00	\$15,7	754.00
1000	\$8,75	52.00	\$17,5	505.00
Energy 3 Ph	nase Impact F	ees		See Table
Amperage Less Than or Equal To:	120/208	120/240	277/480	240/480
10	\$131.00	\$152.00	\$303.00	\$303.00
20	\$263.00	\$303.00	\$606.00	\$606.00
30	\$394.00	\$455.00	\$910.00	\$910.00
40	\$526.00	\$606.00	\$1,213.00	\$1,213.00
50	\$657.00	\$758.00	\$1,516.00	\$1,516.00
60	\$788.00	\$910.00	\$1,819.00	\$1,819.00
70	\$920.00	\$1,061.00	\$2,122.00	\$2,122.00
80	\$1,051.00	\$1,213.00	\$2,426.00	\$2,426.00
90	\$1,182.00	\$1,364.00	\$2,729.00	\$2,729.00

100	\$1,314.00	\$1,516.00	\$3,032.00	\$3,032.00
125	\$1,642.00	\$1,895.00	\$3,790.00	\$3,790.00
150	\$1,971.00	\$2,274.00	\$4,548.00	\$4,548.00
175	\$2,299.00	\$2,653.00	\$5,306.00	\$5,306.00
200	\$2,628.00	\$3,032.00	\$6,064.00	\$6,064.00
300	\$3,942.00	\$4,548.00	\$9,096.00	\$9,096.00
400	\$5,255.00	\$6,064.00	\$12,128.00	\$12,128.00
500	\$6,569.00	\$7,580.00	\$15,160.00	\$15,160.00
600	\$7,883.00	\$9,096.00	\$18,192.00	\$18,192.00
700	\$9,197.00	\$10,612.00	\$21,224.00	\$21,224.00
800	\$10,511.00	\$12,128.00	\$24,256.00	\$24,256.00
900	\$11,825.00	\$13,644.00	\$27,287.00	\$27,287.00
1000	\$13,138.00	\$15,160.00	\$30,319.00	\$30,319.00
1100	\$14,452.00	\$16,676.00	\$33,351.00	\$33,351.00
1200	\$15,766.00	\$18,192.00	\$36,383.00	\$36,383.00
1300	\$17,080.00	\$19,708.00	\$39,415.00	\$39,415.00
1400	\$18,394.00	\$21,224.00	\$42,447.00	\$42,447.00

1500	\$19,708.00	\$22,740.00	\$45,479.00	\$45,479.00
1600	\$21,021.00	\$24,256.00	\$48,511.00	\$48,511.00
1700	\$22,335.00	\$25,771.00	\$51,543.00	\$51,543.00
1800	\$23,649.00	\$27,287.00	\$54,575.00	\$54,575.00
1900	\$24,963.00	\$28,803.00	\$57,607.00	\$57,607.00
2000	\$26,277.00	\$30,319.00	\$60,639.00	\$60,639.00
2100	\$27,591.00	\$31,835.00	\$63,671.00	\$63,671.00
2200	\$28,905.00	\$33,351.00	\$66,703.00	\$66,703.00
2300	\$30,218.00	\$34,867.00	\$69,735.00	\$69,735.00
2400	\$31,532.00	\$36,383.00	\$72,767.00	\$72,767.00
2500	\$32,846.00	\$37,899.00	\$75,799.00	\$75,799.00
2600	\$34,160.00	\$39,415.00	\$78,830.00	\$78,830.00
2700	\$35,474.00	\$40,931.00	\$81,862.00	\$81,862.00
2800	\$36,788.00	\$42,447.00	\$84,894.00	\$84,894.00
2900	\$38,101.00	\$43,963.00	\$87,926.00	\$87,926.00
3000	\$39,415.00	\$45,479.00	\$90,958.00	\$90,958.00
				

Park Impact Fees

One-Family Dwelling			\$3,105.10
Multifamily Dwelling		\$2,8	84.62 per unit
R	oad Impact F	ees	
ITE Land Use	Unit		Impact Fee
One-Family Dwelling	Dwelling Uni	t	\$1,293.06
Multifamily Dwelling (2 stories or less - typically townhomes)	Dwelling Uni	t	\$1,293.06
Multifamily Dwelling (3-9 stories)	Dwelling Unit		\$960.96
Mobile Home Park	Occupied Dwelling Unit		\$736.14
Industrial Park 130	1,000 Sq. Fe Floor Area	eet Gross	\$382.25
General Manufacturing	1,000 Sq. Fe Floor Area	eet Gross	\$445.77
Warehousing	1,000 Sq. Fe Floor Area	eet Gross	\$197.36
Mini-Warehouse	1,000 Sq. Fe Floor Area	eet Gross	\$171.27
Assisted Living Center	Bed		\$294.91
Hotel	Room		\$948.24

Movie Theater	1,000 Sq. Feet Gross Floor Area	\$8,857.46
Elementary School	Student	\$214.38
Middle School/Junior High School	Student	\$214.60
High School	Student	\$230.26
Private School (K-8)	Student	\$466.18
Church*	1,000 Sq. Feet Gross Floor Area	\$3,133.97
Day Care Center	1,000 Sq. Feet Gross Floor Area	\$5,401.36
Library	1,000 Sq. Feet Gross Floor Area	\$8,172.37
Hospital	1,000 Sq. Feet Gross Floor Area	\$1,215.93
General Office Building	1,000 Sq. Feet Gross Floor Area	\$1,104.77
Medical-Dental Office Building	1,000 Sq. Feet Gross Floor Area	\$3,947.24
Business Park	1,000 Sq. Feet Gross Floor Area	\$1,411.02
Building Material and Lumber Store	1,000 Sq. Feet Gross Floor Area	\$2,047.34

Nursery (Garden Center)	1,000 Sq. Feet Gross Floor Area	\$7,724.33
Shopping Center/Strip Mall	1,000 Sq. Feet Gross Leasable Area	\$2,826.02
Automobile Sales (New)	1,000 Sq. Feet Gross Floor Area	\$3,157.79
Automobile Sales (Used)	1,000 Sq. Feet Gross Floor Area	\$3,069.32
Tire Store	1,000 Sq. Feet Gross Floor Area	\$2,329.14
Supermarket	1,000 Sq. Feet Gross Floor Area	\$7,751.46
Convenience Market	1,000 Sq. Feet Gross Floor Area	\$42,366.68
Drive-In Bank	1,000 Sq. Feet Gross Floor Area	\$7,374.92
Restaurant, Sit-Down (High Turnover)	1,000 Sq. Feet Gross Floor Area	\$7,252.77
Fast Food without Drive- Through Window	1,000 Sq. Feet Gross Floor Area	\$22,384.81
Restaurant with Drive- Through Window	1,000 Sq. Feet Gross Floor Area	\$26,709.06
Auto Care Center**	1,000 Sq. Feet Gross Leasable Area	\$2,690.47

Gasoline/Service Station	Fueling Position	\$11,316.07
Gasoline/Service Station with Convenience Store	1,000 Sq. Feet Gross Leasable Area	\$71,867.91
Self Service Car Wash	Wash Stall	\$12,250.04

^{*} Sunday rate was used

Sewer Impact Fees

Residential Sewer- Impact Fee	ERU Demand	Fee
Sewer Impact Fee per ERU	1.00	\$2,370.64
Fixture Type	Drainage Fixture Unit- Value as Load Factors	Impact Feeper Fixture Type
Automatic Clothes Washers, Commercial	3	\$273.54
Automatic Clothes Washers, Residential	2	\$ 182.36
Bathtub	2	\$182.36
Bidet	4	\$91.18

^{**} Weekday daily rates were not available, so Saturday daily rates were used

Combination Sink and Tray	2	\$ 182.36
Dental Lavatory	4	\$91.18
Dental Unit or Cuspidor	4	\$91.18
Dishwashing Machine, Domestic	2	\$ 182.36
Drinking Fountain	0.5	\$45.59
Floor Drains	2	\$182.36
Kitchen Sink, Domestic	2	\$182.36
Laundry Tray	2	\$182.36
Lavatory	4	\$91.18
Shower	2	\$182.36
Sink	2	\$182.36
Urinal	4	\$364.71
Urinal 1 Gal. or Less per Flush	2	\$ 182.36
Wash Sink, Circular or Multiple, Each Set- Faucets	2	\$182.36
Water Closet,	4	\$364.71

Flushometer Tank, Public or Private				
Water Closet, Private (1.6 gpf)	3	\$273.5 4		
Water Closet, Private (flushing greater than 1.6 gpf)	4	\$364.71		
Water Closet, Public (1.6 gpf)	4	\$ 364.71		
Water Closet, Public- (flushing greater than- 1.6 gpf)	6	\$547.07		
Swimming Pool	10	\$911.79		
Hot Tub	2	\$182.36		
Car Wash (per bay)	2	\$182.36		
Sewer Non-Standard Impact Fee Formula				
Multiply Number of Fixture Units by Impact Fee per Fixture Unit		\$91.18		
As of July 1, 2022, the following fees will be as follows:				
Sewer Impact Fees				
Residential Sewer Impact Fee	ERU Demand	Fee		

Sewer Impact Fee per ERU	1.00	\$4,450.26
Fixture Type	Drainage Fixture Unit Value as Load Factors	Impact Fee per Fixture Type
Automatic Clothes Washers, Commercial	3	\$513.49
Automatic Clothes Washers, Residential	2	\$342.33
Bathtub	2	\$342.33
Bidet	1	\$171.16
Combination Sink and Tray	2	\$342.33
Dental Lavatory	1	\$171.16
Dental Unit or Cuspidor	1	\$171.16
Dishwashing Machine, Domestic	2	\$342.33
Drinking Fountain	0.5	\$85.58
Floor Drains	2	\$342.33
Kitchen Sink, Domestic	2	\$342.33
Laundry Tray	2	\$342.33

Lavatory	1	\$171.16
Shower	2	\$342.33
Sink	2	\$342.33
Urinal	4	\$684.66
Urinal 1 Gal. or Less per Flush	2	\$684.66
Wash Sink, Circular or Multiple, Each Set Faucets	2	\$342.33
Water Closet, Flushometer Tank, Public or Private	4	\$684.66
Water Closet, Private (1.6 gpf)	3	\$513.49
Water Closet, Private (flushing greater than 1.6 gpf)	4	\$684.66
Water Closet, Public (1.6 gpf)	4	\$684.66
Water Closet, Public (flushing greater than 1.6 gpf)	6	\$1,026.98
Swimming Pool	10	\$1,711.64

Hot Tub	2	2	\$342.33
Car Wash (per bay)	2		\$342.33
Sewer Non-S	tandard Impa	ct Fee Formul	a
Multiply Number of Fixture Units by Impact Fee per Fixture Unit			\$171.16
Commercial	Computed on the basis of residential equivalent fixture units		
	26 fixture		e considered a tial equivalent
Storr	mwater Impa	ct Fees	
Year			Fee Per Acre
FY 2019-2020			\$7,021.76
FY 2020-2021			\$7,123.00
FY 2021-2022			\$7,264.58
FY 2022-2023			\$7,398.21
FY 2023-2024			\$7,592.40
FY 2024-2025			\$7,854.71
FY 2025-2026			\$8,262.93

FY 2026-2027			\$8,542.64
FY 2027-2028		\$8,775.90	
FY 2028-2029			\$9,081.93
Water	Resource Imp	oact Fees	
Single-Family Residential Fee	Equivaler	Equivalency Ratios	
Single-Family Residential Unit	1.	1.00	
All Other Development T	ypes		
3/4" Meter	1.	1.50	
1" Meter	2.	2.50	
1 1/2" Meter	5.	5.00	
2" Meter	8.00		\$32,326.46
3" Meter	14	14.99	
4" Meter	24	24.99	
6" Meter	49.97		\$202,028.38
Culinary Water Nor	-Standard Use	rs Impact Fee	Formula

Step 1: Identify Estimated Average Day Flow Demand of Proposed

Development

Step 2: Multiply Equivalent Gallons by Impact Fee per Gallon of \$5.45

Fire	e/EMS Impact	Fees	
Residential		Impact Fee per Unit	
Single-Family Residential		\$207.49	
Multifamily Residential		\$82.16	
Nonresidential		Impact Fee per Unit	
Commercial (per 1,000 SF)		\$196.87	
Institutional (per 1,000 SF)		\$112.92	
Commercial Apparatus Fee (kSF Floor Space)*		\$69.92 Apparatus Fee per 1,000 SF	
*Apparatus fee is charged	I to commercia	al land uses o	nly
Fire/EMS No	n-Standard U	ser Impact Fe	e
Fire/EMS Cost/Call	Non-Standard Development		Impact Fee Assessed
\$794.25 x # of Annual Ca Standard Impact Fee	lls Projected to	o Be Created	= Non-

Police Impact Fees

Residential		Impact Fee per Unit	
Single-Family Residential		\$373.18	
Multifamily Residential		\$178.47	
Nonresidential		Impact Fee per Unit	
General Commercial (per 1,000 SF)		\$376.61	
Institutional (per 1,000 SF)		\$197.96	
Police Non-Standard User Impact Fee			
Police Cost/Call	Non-Standard Development	Impact Fee Assessed	
\$280.98 x #	of Annual Calls Projected to	o Be Created = Non-	

Standard Impact Fee

JUSTICE COURT

Justice Court fees shall be set at the rates set forth in the State of Utah Uniform Fine Schedule as authorized by Utah Code Section 77.

¹ Code reviser's note: Ordinance <u>2022-10</u>, Part IV(D), provides: "This ordinance shall take effect on July 1, 2022."

LIBRARY AT ACADEMY SQUARE

Room Rental Fees

Large Meeting Room Rental, seats 50 – 90

9:00 a.m. to 9:00 p.m. \$45.00\\$35.00 per Mon. – Fri. hour, three hour minimum

9:00 a.m. to 6:00 p.m. \$45.00\\$35.00 per Saturday hour, three hour minimum

Small Meeting/Conference Room Rental, seats 10 – 35

9:00 a.m. to 9:00 p.m. \$30.0025.00 per Mon. – Fri. hour, three hour minimum

9:00 a.m. to 6:00 p.m. \$30.0025.00 per Saturday hour, three hour minimum

Ballroom Rental

9 hour block of time \$800.00\(\frac{600.00}{600.00} \)
between 9:00 a.m. to with \$200 deposit 6:00 p.m., Mon. —
Thurs.

14 hour block of time \$1,300<mark>1,000.00</mark> between 9:00 a.m. — with \$300 deposit 11:00 p.m., Mon. — Thurs.

14 hour block of time between 9:00 a.m. – 11:00 p.m., Fri. – Sat. \$1,9001,500.00 with \$300 deposit

15 hour block of time between 9:00 a.m. – 12:00 a.m., Mon. – Sat. \$2,2001,700.00 with \$500 deposit

Overdue Fines

Adult & Teen Materials (exceptions below)*

\$0.10 per day per item, up to \$5.00

* Chromebooks and Telescopes

\$5.00 per day per item, up to \$25.00

* Basement Creative Lab Equipment \$25.00 per day per kit, up to \$125.00

Children's Materials are fine free (exception below) *

* Discovery Kits

\$1.00 per day per kit, up to \$10.00

There is no grace period for overdue items. Fines begin accruing the day after an item is due. Full library privileges are revoked for patrons with fines greater than \$10.00 or items that are more than one month overdue. If unpaid fines and fees exceed \$25.00, a billing notice is mailed. Accounts unpaid after ten days from the date on the billing notice will be sent to a collection agency and an additional \$10.00 debt collection fee will be charged.

Damaged and Lost

Fees

Materials damaged Full replacement beyond use cost

Missing audiobook CD \$9.00

Missing \$5.00

case/packaging

Missing cover/artwork \$2.00

Missing Discovery Kit Full replacement items cost of item(s)

Patron Card \$1.00

Replacement

The full replacement cost is the retail price of the item when purchased initially by the library.

Nonresident Cards

Six-month nonresident \$60.00

library card

One-year nonresident \$120.00

library card

Three-month \$15.00

temporary resident

card

Other Fees

Photocopies/prints – \$0.10/page

black

Photocopies/prints – \$0.40/page

color

Microfiche copies \$0.10/page

Test Proctoring \$15.00/exam

Services

PARKS AND RECREATION

COVEY CENTER FOR THE ARTS

Rate A – applies to commercial users

Rate B – applies to nonprofit organizations and events. A 501(c)(3) certificate or IRS letter of tax determination is required for this rate. The W9 form and letter of determination or 501(c)(3) must match.

Main Hall Rental

Full Day Rentals Monday – Saturday (7:00 a.m. to 11:00 p.m.)

Rate A \$2,000

Rate B \$1,500

Full Week Rentals (up to 6 consecutive working days) Unlimited access to the hall between 7:00 a.m. and 11:00 p.m.

Rate B \$7,500

Performance \$150

Receptions

School Performances \$200

Deposit

Deposits are due at contract signing and are nonrefundable.

Returning clients: \$400 \$200 per day for each scheduled day. Nonticketed events must pay full estimated costs seven days in advance of the first day in the building.

New clients: 50% of total estimated costs. Deposits will be applied to the total fee.

Insurance

All clients are required to carry liability insurance for no less than \$1,000,000. A copy of the client's standard certificate of insurance, adding Provo City as an additional insured, must be provided to the CCA Events Coordinator no later than 7 days prior to the first use of the building.

If your organization does not have insurance, a TULIP (Tenant User Liability Insurance Program) policy is available for purchase through GatherGuard.

Staffing

House Manager (required for all \$22 per hour performances) Technicians (minimum of two \$22 per hour technicians required for all rehearsals and performances) Security (required for all \$22 per hour rehearsals and performances) Event Manager (required for all \$32 per hour performances and rehearsals) Usher (minimum of four \$17 per hour required for all performances)

Custodial

\$125\$100 per scheduled day.

Stage Setup and Supplies

\$50 per scheduled day. Stage setup includes but is not limited to the normal use of gaff tape, spike tape, lightning gel, copies, etc. Above average use of supplies will be charged based on use.

Additional Services

Wireless Microphone Package	\$200/day
For the use of 3 – 12 wireless microphones	or \$600/week
Batteries (per battery charge)	\$1.00
Marley Dance Floor (includes gaff tape)	\$150
Snow Machine (snow included)	\$200
Orchestra Pit (does not include labor)	\$500
Piano Tuning (scheduled)	\$175 \$150
Hazer	\$50/day
(fire watch is required)	\$22 per hour
Stage Décor (White Drape, Mesh, etc.)	\$100
Specialty Lights (Black Lights, Strobe, etc.)	\$30 /each
Window Banners Front Window Banner	\$75 - \$200
Photography/Film Session	
Main Stage (includes one technician, two hour minimum)	\$200 per hour
Lobbies	\$50 per hour

Board Room/Studio Rental

Board Room \$50 per hour

Combined Studios \$50 per hour

(minimum of 3 hours)

Black Box Rental

The Black Box is only rented on a case-by-case basis, upon approval from the General Manager.

Ticket Office Use

• Ticket Sales Up to 12% 8% commission

of gross sales

Facility Fee \$1 per ticket for all sales

• Ticket Exchanges \$3 per ticket

Comp Tickets
 First 20 tickets at no

charge, 21 plus at \$1.00

per ticket

• Merchandise Sales 15% commission on all

monies collected on Covey

Center property

• Covey Center \$1 – \$50 based on

Merchandise/Concessions item

• Gallery Exhibit Sales 25% commission on all

monies collected on Covey

Center property

Student Art Exhibit 10% commission on all

monies collected on Covey

Center property

Christmas Art Sale 10% commission on all

monies collected on Covey

Center property

Art Showcase

Art Exhibit Entries (2 \$15 each

max) Entries one and

two

Entries three through \$10 each

five

Classe

s

Class tuition is set by agreement with instructors and ranges between \$35 and \$300\$250 depending on the length of class and number of classes offered.

Workshops taught in the Covey Center range in price from \$10\$25 to \$250 based on the topic and length of the workshop.

GOLF COURSE

18 HOLE COURSE

9-Holes

Monday Sunday – Thursday	\$18	
Monday Sunday – Thursday (Seniors 62 & older)	\$15	
Friday – Sunday Saturday & Holidays (All players)	\$19	
18-Holes		
Monday Sunday – Thursday	\$35	
Monday Sunday – Thursday (Seniors 62 & older)	\$29	
Friday – Sunday Saturday & Holidays (All players)	\$37	
Carts		
9 Holes (per rider)	\$10	
18 Holes (per rider)	\$20	
Pull Cart	\$4	
Rental Clubs		
Titleist Set (9-Holes)	\$50 <mark>\$25</mark>	
Titleist Set (18-Holes)	\$75 <mark>\$40</mark>	

Th	16	Pasture	
	16	rasiuie	

All Players \$12

Triple Play (Rec Center Members) \$6

Par 3 Club Rentals (4 Clubs & Putter) \$6\$8

Complimentary Carry Bag for Players Free

Club

Push Cart \$4

The Horseshoe

Green Fee \$5

Triple Play (Rec Center Members) Free

Season Membership (March 1 – November 30)

7-Day Championship \$989.99 +

sales tax

\$949

7-Day All-Access \$1,099.99

+ sales

tax\$1,049

Punch Cards (Expire one year from purchase)

Not valid on all major holidays

Punch Card (twenty 9-hole rounds) \$320

Association Member \$260

Cart punch card (twenty 9-hole rounds)	\$180
Range Punch Card	\$145
Driving Range	
Large Bucket	\$12
Medium Bucket	\$10
Small Bucket	\$6

Promotions

The Manager of the golf course may, from time to time for promotional purposes, reduce the foregoing golf course fees by not more than 35% subject to approval by the Mayor or the Mayor's designee.

PARK PAVILION RESERVATIONS

Parks may be reserved for one of two time blocks:

8:30 a.m. - 2:00 p.m.

4:00 p.m. - 9:30 p.m.

*Pavilion has power and lights

Bicentennial Rotary \$55*

Park, 1400 S 1600	0 F
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Big S	prings	Park,	Provo	Can	yon

Large	\$115*

Medium (2) \$80*

Campground \$120 per

night

Canyon Glen Park, in Provo Canyon

Large \$115*

Small \$80*

Amphitheater \$75

Carterville Park, 2400 N Carterville Road

Large \$120*

Small \$55*

Exchange Park, 900 N 700 W

Large \$120*

Medium \$85*

Small (2) \$45

Footprinter's Park, 1150 S 1350 \$30*

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Large	\$100*
Small	\$30*
Grandview Park, 1460 N 1000 W	\$35*
Harbor Park, 800 N 2450 W	\$30*
Joaquin Park, 400 N 400 E	\$30*
Kiwanis Park, 820 N 1100 E	
Brick (Large)	\$120*
Medium	\$55*
Small	\$30*
Lakeview Park, 2825 W 1390 N	
Large	\$85*
Small	\$30*
Lions Park, 1280 N 950 W	
North	\$160*
South	\$70*

Maeser Park, 451 E 600 S	\$85*
Provost Park, 629 S 1000 E	\$30*
Quail Orchard Park, 522 E 3900 N	\$150*
Large	\$85*
Small	\$30*
Riverview Park, 4620 N 300 W	
East	\$145*
West	\$130*
The Park at Rock Canyon, 2620 N 1200	E
#1	\$195*
#3	\$55*
#2 and #4	\$150*
Rock Canyon Trailhead Park, 2300 N 1450 E	\$65*
Provo Rotary Park, 1460 N 1550 W	
North	\$70*
West	\$85*

East \$30*

Sherwood Hillside Park, 1100 E 4450 N

Pavilion #1 \$30*

Pavilion #2 \$30*

Spring Creek Park, 1400 S State St

Pavilion #1 \$85

South Fork Park, Provo Canyon above Vivian

Large \$110*

Small \$80*

Wilderness Paul Ream Park, 1600 W

500 N

Large \$110*

Southwest \$30*

Center West \$55*

Northwest \$55*

PARKS, PARKWAYS, TRAILS, AND OTHER PARK PROPERTIES

\$350

Special Parks Use Fee for events where attendees

exceed reserved pavilion capacity or where multiple areas of a park are being used for an event. This fee is in addition to all necessary pavilion rental fees.

Trail Use Fee, Base Fee \$350 for course events held on a trail For Events with More Than \$1.50 per 200 Participants/Spectators person (up to a maximum of 500) Participant/Spectator Impact \$1 per Fee for Events with More person Than 500 Participants/Spectators (for each person in excess of 500)

PROVO CITY RECREATION CENTER

		3 Month	6 Month	Annual	Monthly
Category	Daily	Res D/ Base*	Res D/ Base*	Res D/ Base*	Res D/ Base*
Adults (18 – 59)	\$6	\$95/\$120	\$165/\$205	\$285/\$355	\$27/\$33
Youth (3 – 17)	\$5	\$55/\$65	\$90/\$112	\$157/\$195	\$16/\$19

Adult Couple	N/A	\$132/\$167	\$229/\$289	\$398/\$503	\$36/\$45
Senior (60+)**	\$5	\$55/\$65	\$90/\$112	\$157/\$195	\$16/\$19
Senior Couple**	N/A	\$95/\$120	\$165/\$205	\$285/\$355	\$27/\$33
Family***	N/A	\$167/\$207	\$284/\$359	\$493/\$618	\$44/\$55

Note: Toddlers under the age of 3 are free.

***Up to six members, each additional 3-month member is \$9.00, 6-month \$18.00, and each additional annual pass holder is \$36.00. Family consists of a maximum of 2 married adults and children 21 years old and under claimed as dependents for tax purposes.

**** Sales Tax will be added to the price of memberships, concessions, and other applicable sales. All taxes will be indicated on sales receipts.

Childwatch \$3 per hour, each additional child \$2 per hour

Or \$25/month for first child, \$15/month for each additional child

Drop-In Fitness \$6 per class

^{*}Res D – is the resident discount rate

^{*}Base - is the nonresident rate

^{**}Senior Recreation Center Membership includes Senior Center Annual Pass

Racquetball \$6

Note: Annual passes require a monthly automatic withdrawal option from the holder's bank account to encourage sales. Annual, 6-month, and 3-month-passes are also valid for admission at the Veterans Memorial Pool.

The benefits for 3-month, 6-month and annual passes include:

- Free drop-in basic fitness classes

Corporate Business

Tier 3 – 10% discount 5 or more 6 Month/Annuals

Tier 2 – 15% discount 10 or more 6 Month/Annuals

Tier 1 – 20% discount 15 or more 6 Month/Annuals

Senior Center Annual Pass

\$15\$10 Resident

\$100 Nonresident

\$3 Nonresident Senior Daily Fee

Rentals

Standard Exercise Room \$100/hr

Large Exercise Room \$100/hr

Classroom \$50/hr

Party Room	\$60/2 hrs
Multi-Purpose (per section, non-prime time, weekdays)	\$75 <mark>\$50</mark> /hr
Multi-Purpose (all 3 sections, 4 hr. min., prime time, weekends)	\$125/hr\$ 500/4 hrs
One-Court Gym	\$100/hr
Pool	
Outdoor Pool, after hours per 1 1/2 hours	\$500
Outdoor Corporate Pavilion (3 ½ hours)	\$350
Competitive Pool, exclusive use	\$100/hr
Competitive Pool, nonexclusive use	\$15/hr per lane
Deep or Program Pool, exclusive use	\$75/hr
Swim Lessons	
Provo Resident	\$45 \$40
Nonresident	\$55 <mark>\$50</mark>
Piranhas Year-Round Swim Team	\$50R/\$60NR
Piranhas Summer Swim Team	
Resident	\$110-140 <mark>\$125</mark>

Nonresident	\$120-150 \$135
Jr Lifeguard Camp	\$140R/\$150NR
Lifeguard Class	\$150
Classes 60+:	
Computer Classes, 8 Classes	\$40 \$20
Computer Classes, 6 Classes	\$30 <mark>\$15</mark>
Computer Classes, 4 Classes	\$20 \$10
Computer Help, Walk-In	\$3
Tours	As approved by Director
Tuesday Night Dance	\$5/per person, \$8/couple
Ukulele, 6 Classes	\$25
Chuck-a-Rama Cards	\$1
Tai Chi	\$2/visitor
Zumba Gold	\$2/visitor
Elder Quest	\$10 annual pass required
Community Classes:	(Nonresident Fee Additional \$10)
World Culture Tour	Cooking Class, \$20/person

Youth Bouldering, 8 Classes	\$45
ESL, 10 Classes	\$50 \$40
Skateboarding, 10 Classes	\$55
Cooking Class, 5 – 9 Classes	\$45 – \$120 <mark>\$100</mark>
Language Class, 10 – 12 Classes	\$75
Tumbling Tots, 8 Classes	\$60 <mark>\$50</mark>
Photography, 6 Classes	\$60 \$50
Adult Art Classes, 4 – 6 Classes	\$45 – \$125 <mark>\$90</mark>
Youth Art Classes, 4 – 8 Classes	\$45 – \$75
Lego League	\$150
Specialty Camps	\$60 - \$175 <mark>\$150</mark>
Tri Training	\$100
Fly Fishing	\$60
ASL, 16 Classes	\$75
Parent/Child Cooking	\$40 \$30
Adult Cooking Class	\$20 – \$100 <mark>\$30</mark>

Art in Nature, 9 Classes	\$100
Cake Decorating, 6 Classes	\$80
Outdoor Yoga	\$45
Ski Program (4 days)	\$365 – \$690 <mark>610</mark>
Ski Program (6 days)	\$515 - \$930
Seasonal Cooking, 6 Classes	\$80 - 100 <mark>\$70</mark>
Furniture Refurbishing, 6 Classes	\$90
Summer Adventure Kids Camp, 4 Days	\$175 <mark>\$125</mark>
Adaptive Adventure Day Camp, 4 Days	\$175 <mark>\$125</mark>
Internet Safety	\$5
Self-Defense	\$40 \$25
Pre-K Field Day	\$45
Grief Recovery Workshop	\$75
Special Events:	
Facility Events	Cost of daily admission to Provo Recreation Center
Countdown	\$10

Halloween Carnival \$8/person, \$4/Rec Center

Members \$6 adult, \$5

seniors and children

Science Palooza \$5 children, adults free

Rec Center After-Hours Party \$7

Summer Luau \$15

Christmas Gala \$20 \$15

Skate Park Competition Free early admission, \$5 day

of

PROVO SHOOTING SPORTS PARK

Admission per Individual

All \$8.00<mark>\$5.00</mark>

Individuals

Punch Passes for Open Public Hours

5 Punches \$32.00<mark>\$20.00</mark>

Group Reservations

Rifle Range – 2 Hours \$40.00 + \$5\$4 per

\$30.00 person

Hand Gun Range Exclusive – 2 \$40.00\\$30.00 + \$5\\$4 per

Hours person

SPORTS, ADULT

\$640.00

Basketball

Flag Football \$525.00

Soccer \$310.00\$300.00

Softball

Adult Softball Tournaments \$285.00\\$275.00

Fall Softball \$375.00

Fall Softball Doubleheaders \$650.00

Spring Softball \$400.00

Spring Softball Doubleheaders \$650.00

Tennis Lessons - Private

Single player lessons \$45.00/person

Group lessons (2 – 4 players) \$30.00/person

Tennis league/lessons \$66.00\\$60.00

Volleyball – 6 on 6 Team \$290.00

SPORTS, YOUTH

\$10.00

Late Registration Fee All Youth

Sports	
Nonresident Fee All Youth Sports	\$10.00
Start Smart Jersey	\$5.00
Baseball	
Start Smart Baseball	\$40.00
T-Ball	\$45.00
Coach Pitch/Machine Pitch	\$50.00
Jr. Baseball, 3 – 4 Grade	\$95.00
Jr. Baseball, 5 – 6 Grade	\$95.00
Jr. Baseball, 7 – 11 Grade	\$95.00
Softball	
Girls Fastpitch, 3 – 4 Grade	\$85.00
Girls Fastpitch, 5 – 8 Grade	\$85.00
Basketball	
Start Smart Basketball	\$40.00
Jr. Jazz, 1 – 2 Grade	\$55.00
Jr. Jazz, 3 – 4 Grade	\$63.00

Jr. Jazz, 5 – 6 Grade	\$68.00
Jr. Jazz, 7 – 8 Grade	\$73.00
High School Basketball Team	\$660.00
Jr. Jazz Jersey	\$13.00
Flag Football, 1 – 2 Grade	\$60.00 \$55.00
Flag Football, 3 – 9 Grade	\$73.00 <mark>\$68.00</mark>
Soccer	
Start Smart Soccer	\$40.00
Youth Soccer (Spring, Fall)	
Preschool/Kindergarten/1 – 2 Grade	\$55.00
3 – 6 Grade	\$60.00
7 – 9 Grade	\$65.00
Soccer Jersey Combo	\$20.00
Summer Camps (4 days)	\$65.00
Tennis	
Lessons 2 Weeks	\$50.00
Lessons 4 Weeks	\$60.00

League	\$85.00
Track and Field	
Team Provo Track and Field	\$55.00
Cross Country Team	\$55.00
Volleyball – Co-Ed Youth Volleyball	\$55.00
Wrestling, 4 – 8 Grade	\$60.00 \$50.00

SPORTS FIELDS RENTAL FEES

Baseball/Softball Fields

Softball Field Lights		\$30	per hour per field
Additional Field Prep			
Weekdays/Saturday			/\$80 per diamond
	Hourly (per field)	Half- Day (4 hours)	Daily
4 Field Complex	\$75	\$500	\$1,000
2 Field Complex	\$75	\$300	\$600

1 Field Complex \$75 \$150 \$300

Rectangle Grass Fields (Non-Epic) Soccer Fields

Field Rental, per Field \$60 \$45 per

hour, paint included

Painting Lines, per Field \$180 initial

application;

\$100 to remark

Tennis

Single Court \$20 per hour

2 Courts \$100 per ½ day

(4hr block);

\$200 per full

day (4hrs+)

Rugby \$45/hour

The Epic Sports Park

Weekdays (Mon-Thurs) \$70/hr, paint

included

Weekends (Fri-Sun) \$80/hr, paint

included

PEAKS ICE ARENA

Service & Rentals

Ice – 1 hour	\$200.00	
Olympic Room – 1 hour	\$50.00	
Mezzanine – 1 hour	\$100.00 \$75.00	
Large Turf – Fall/winter 1 hour	\$150.00 \$110.00	
Large Turf – Fall/winter 1 hour- league	\$ 120.00	
Large Turf – Summer 1 hour	\$100.00 \$60.00	
Large Turf – Summer 1 hour league	\$70.00	
Half Turf – Fall/winter 1 hour	\$100.00 \$65.00	
Half Turf – Fall/winter 1 hour league	\$75.00	
Half Turf – Summer 1 hour	\$75.00 \$40.00	
Half Turf – Summer 1 hour league	\$50.00	
Broomball – flat fee	\$50.00	
Skate Sharpening – Same Day	\$10.00	
Skate Sharpening – Next Day	\$8.00	
Catering		
Hot Chocolate	\$2 <mark>\$1</mark> /person	
Hot Chocolate & Cookie	\$4 <mark>\$3</mark> /person	

Α			

Skate Rental	\$4.00
Skale Reliai	Ψ 4 .00

Walker Rental \$7.00

Admission (3-65) \$6.00

Senior Admission (62+) \$5.00\\$4.00

Season Pass per person \$150.00 + sales tax

Programs

Learn to Skate

Snowplow	\$80.00/session
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Basic 1 – 6 \$80.00/session

Hockey 1-4 \$80.00/session

Specialty Classes \$80.00/session

Youth Hockey

Start Smart Hockey \$80.00/session

6U Youth Hockey \$275.00/season

8U Youth Hockey \$275.00/season

10U, 12U, 14U Youth \$500.00/season

Hockey

Travel Hockey \$1,700.00/season

Adult Hockey

Adult Skills Clinic \$200.00\\$120.00\session

Peaks Adult Hockey \$3,200.00\\$2,400.00

League – Season – per team

PERMIT AREAS

\$15.00

Foothill Park Permit

University \$15.00

Garden/North Foothills

Permit

Carterville Permit \$100.00

POLICE DEPARTMENT

Special Event

Coverage \$100.00

False Alarms

The first three false No fee

alarms per calendar

year

Fourth response \$50.00

Fifth response	\$75.00
Sixth or more responses	\$100.00 each
Public school	\$50.00
See Administrative: Re Requests for Police De related fees.	
Pet Licensing	As per the South Utah Valley Animal Shelter

UTILITIES

UTILITY TRANSPORTATION FUND FEE

Category	Fee per Month
Residential A – Single- Family	\$3.68
Residential B – Multifamily	\$2.21
Commercial A (< 100 Trip-Ends)	\$9.98
Commercial B (100 – 199	\$26.36

Trip-Ends)	
Commercial C (200 – 599 Trip-Ends)	\$79.28
Commercial D (600+ Trip- Ends)	\$236.78
Public Use A (< 300 Trip- Ends)	\$21.53
Public Use B (≥ 300 Trip- Ends)	\$96.08

CULINARY WATER

As of July 1, 2022, the following fees will be asfollows:

Customer Service Fees

Residential Water Deposit	\$100.00
Nonresidential Deposit	Use of greater of 2- month avg. or \$100.00
Connect/Processing Fee	\$20.00
Field Credit Fee	\$40.00
After-Hours Connect Fee	\$75.00

Water User Fees

Note: Water service provided to non-Provoresidents will be double the rates listed here.

As of September 1, 2023, the following fees will-remain as follows:

		Unit
3/4"	\$19.52	Per month
1"	\$24.63	Per month
1-1/2"	\$52.95	Per month
2"	\$79.2 1	Per month
3"	\$ 153.58	Per month
4"	\$ 255.92	Per month
6"	\$303.90	Per month
8"	\$458.16	Per month
10"	\$609.41	Per month
12"	\$989.51	Per month
Commodity Charge		
Residential – Winter (November to April)	\$1.11	Per 1,000 gallons

Tier 1	<1	nnk	len i	lone
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Residential – Winter (November to April) Tier 2 >100K gallons	\$1. 22	Per 1,000 gallons
Residential – Summer (May to October) Tier 1 <100K gallons	\$ 1.84	Per 1,000 gallons
Residential – Summer (May to October) Tier 2 >100K gallons	\$ 2.04	Per 1,000 gallons
Commercial – Winter (November to April) Tier 1 <500K gallons	\$1.11	Per 1,000 gallons
Commercial – Winter (November to April) Tier 2 > 500K gallons	\$1.22	Per 1,000 gallons
Commercial – Summer- (May to October) Tier 1 <500K gallons	\$1.84	Per 1,000 gallons
Commercial – Summer- (May to October) Tier 2 >500K gallons	\$2.04	Per 1,000 gallons
As of July 1, 2022, the follow	wing food w	ill romain

As of July 1, 2022, the following fees will remainas follows:

Reimbursement for 8" \$60.00 Per In. ft. Water Main Line Extensions

Water Connection Fees – Meter Only	Water	Connection	Fees -	Meter	Only	v
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Includes	furnishing	and	settina	the	meter	only.

3/4"	\$515.00
1"	\$545.00
1 1/2"	\$971.00
2"	\$1,115.00
3"	\$3,973.00
4"	\$4,213.00
6"	\$6,510.00
8"	\$9,582.00
10"	\$11,717.00
12"	\$13,486.00
Fire Hydrant Meter Rental	\$5.00 per working day

Water User Fees

Note: Water service provided to non-Provo residents will be double the rates listed here.

Unit

3/4" \$20.50 per

	month
1"	\$25.86 per month
1 1/2"	\$55.60 per month
2"	\$83.17 per month
3"	\$161.26 per month
4"	\$268.72 per month
6"	\$319.10 per month
8"	\$481.07 per month
10"	\$639.88 per month
12"	\$1,038.99 per month
Commodity Charge	
Residential – Winter (November to April) Tier 1 <100K gallons	\$1.17 per 1,000 gallons

Residential – Winter (November to April) Tier 2 >100K gallons	\$1.28 per 1,000 gallons
Residential – Summer (May to	\$1.93 per
October)	1,000
Tier 1 <100K gallons	gallons
Residential – Summer (May to October) Tier 2 >100K gallons	\$2.14 per 1,000 gallons
Commercial – Winter (November to	\$1.17 per
April)	1,000
Tier 1 <500K gallons	gallons
Commercial – Winter (November to	\$1.28 per
April)	1,000
Tier 2 >500Kgallons	gallons
Commercial – Summer (May to	\$1.93 per
October)	1,000
Tier 1 <500K gallons	gallons
Commercial – Summer (May to	\$2.14 per
October)	1,000
Tier 2 >500K gallons	gallons
Equipment Rates Vac Truck and operators	\$400.00
vac Truck and operators	per hour

Backflow non-compliance fee \$100.00 per assembly

Fire Hydrant with Backflow Meter \$20.00 per Rental day

Meter Tampering Fee 1st Offense \$100.00

Meter Tampering Fee 2nd Offense \$250.00

ENERGY

ALL ENERGY RATES SCHEDULES CAN BE

FOUND AT: http://provopower.org/customer-service/

Customer Service Fees

Residential Electric Deposit \$100.00

Nonresidential Deposit use greater of 2-month

avg. or \$100.00

Meter Reading Fee for AMI \$10.00/month

Opt-Out (If Eligible)

Credit Reconnect \$40.00

Returned Check as set by State Law

Connect/Processing Fee \$20.00

After Hours Connect Fee	\$75.00
Same Day Connect Fee	\$75.00
Connect/Processing Fee (3-Phase Service)	\$60.00
Credit Reconnect (3-Phase Service)	\$150.00
Engineering Division Fees	
Temporary Hook-Up Fee	\$300.00
Upgrade Overhead Connection Fee	\$435.00
Upgrade Underground Connection Fee	\$600.00
Demolition Service Removal	\$200.00
Additional Hook-Up Inspections (beyond 2)	\$50.00
Net Metering/Solar 100-200 Amp Residential	\$375.00
Net Metering/Solar 200-400 Amp Commercial/Residential	\$825.00
Meter Tampering Fee	
1st Offense	\$100.00

Electric Facility Relocation	on Actual	Costs
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Fee

Master Metering Penalty Fee \$250.00

Aid to Construction Fees Actual Costs

Banner Installation and Removal \$150.00

Each Additional Week \$50.00

Pole Attachment Fee \$15.00

Electric Vehicle Charging Rate \$0.1209/kWh

Service Connection Fees

Single-Phase Meters

Amperage	1 Meter Service	Multi-Metering 120/240 V cost
0 – 200	\$875	+ \$300/additional meter
210 – 400	\$1,100	+ \$300/additional meter
401 — 1,000	\$1,950	+ \$300/additional meter

Three-Phase Meters

Amperage	1 Meter	Multi-Metering 120/208 V
	Service	cost

0 – 200	\$1,275	+ \$600/additional meter
201 – 400	\$1,225	+ \$600/additional meter
401 – 800	\$2,475	+ \$600/additional meter
801+	\$2,950	+ \$600/additional meter

SANITATION

Curbside Residential Fees (per month for weekly service)

Garbage – No Recycling (No Yard Waste or Household Recycling)	\$20.60
Garbage – With Recycling (Yard Waste and/or Household Recycling)	\$18.60
Household Recycling	\$8.25
Yard Waste Recycling (Billed March – November only)	\$6.40
Return Service Fee	\$10.00

Suspension of Residential Service

Standby charge of \$1.00 per month to be paid during suspension

Roll-Off Disposal

Tipping Fee (in addition to

hauling fee)

\$39.00 per ton

Delivery and First Hauling

\$120.00

Each Additional Hauling

\$85.00

Commercial Frontload Fees (per month for weekly service)

3 Yard Container

\$34.00

4 Yard Container

\$45.00

6 Yard Container

\$68.00

8 Yard Container

\$90.00

Other Charges

Truck and Crew

\$100.00 per

hour

Disposal Charge of Waste

\$50.00

minimum charge

Replacement of Damaged

\$65.00

Can

Fine for Trash in Yard Waste

\$25.00

Can

Sanitation Ordinance

\$25.00

Violation

per violation

Can Return Fee (Less Than \$65.00

One Year of Service)

Compost

Drop-Off Fee (only \$5.00 per load

noncommercial, Provo residents allowed)

Compost Purchase \$5.00 per cubic

(residents) yard

Compost Purchase \$10.00 per

cubic yard

(nonresidents)

STORM WATER

See Stormwater Service District Fee Schedule.

WASTEWATER

Note: Wastewater service provided to non-Provoresidents will be double the rates listed here.

As of July 1, 2023, the following fees will be as follows:

Monthly Residential Base Charge

Base Rate Single Unit - \$20.58 per connection

Base Rate Multiple Units - \$18.53 per unit

Monthly Nonresidential Base Charge

Meter Size	Base Charge
3/4"	\$20.58
4	\$51.45
1.5	\$102.91
2	\$164.63
3	\$308.70
4	\$514.49
6	\$1,028. 9 7
8	\$1,646.35

All Uses Commodity Charge - \$5.64 per 1,000 gallons

As of July 1, 2022, the following fees will be as follows:

Equipment Rates

Jetter Truck and operators	\$400.00/hour
Closed Circuit TV Truck and operators	\$400.00/hour
Pretreatment non-	\$500.00 per occurence

compliance reinspection fine occurence

Food Service Establishment Pretreatment non-compliance fine

\$100.00 1st violation

\$300.00 additional violations (per occurrence)

Annual Fee \$200.00 per year

Other fees are based on time and materials

Hauled in Waste

Septage Waste \$60.00 per 1,000 gallons

As of July 1, 2023, the following fee will be as follows:

Nonconnection to Available Sewer

Within 300 ft. of \$21.20 per month

City Sewer

As of September 1, 2023, the following fee will be asfollows:

Nonconnection to Available Sewer

Within 300 ft. of \$21.20 per month

City Sewer

As of July 1, 2023, the following fees will be as follows:

Wastewater Surcharge Fees

Biochemical \$0.27 per pound

Oxygen Demand			
Suspended Solids	\$0.23	per pound	
Oil or Grease	\$0.28	per pound	
Standard Monitoring Fee	\$50.00	per occurrence	To cover inspections cost.
Reimbursement	\$50.00	Per In. ft.	

As of September 1, 2023, the following fees will be asfollows:

Note: Wastewater service provided to non-Provo residents will be double the rates listed here.

Monthly Residential Base Charge

Base Rate Single Unit – \$21.20 per connection

Base Rate Multiple Units – \$19.09 per unit

Monthly Nonresidential Base Charge

Meter Size	Base Charge
3/4"	\$21.20
1"	\$52.99

1.5"	\$106.00
2"	\$169.57
3"	\$317.96
4"	\$529.92
6"	\$1,059.84
8"	\$1,695.74

All Uses Commodity Charge – \$5.81 per 1,000 gallons

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: MISANDERS

Department: Council **Requested Meeting Date:** 06-06-2023

SUBJECT: An ordinance amending the Tentative Budget for Provo City for the Fiscal

Year beginning July 1, 2024 and ending June 30, 2025, and setting a Public Hearing to consider a proposed change in the Library Certified Tax Rate

(24-007)

RECOMMENDATION: Adopt the ordinance

BACKGROUND: Annual budget adoption with changes for Truth in Taxation

FISCAL IMPACT:

PRESENTER'S NAME: Kelsey Zarbock, Budget Officer

REQUESTED DURATION OF PRESENTATION: 10 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-007



ADMINISTRATIVE SERVICES

TEL 801 852 6504 351 W CENTER ST PO BOX 1849 PROVO, UT 84603

NOTICE OF PUBLIC HEARINGS BEFORE THE PROVO CITY MUNICIPAL COUNCIL, PROVO CITY REDEVELOPMENT AGENCY GOVERNING BOARD, AND PROVO CITY STORMWATER SERVICE DISTRICT GOVERNING BOARD

Notice is hereby given that the Municipal Council of the City of Provo, Utah, the Provo City Redevelopment Agency Governing Board, and the Provo City Stormwater Service District Governing Board will hold public hearings at two meetings, one that will begin at 5:30 p.m. on Tuesday June 4, 2023 to present the documents for the Fiscal Year 2024-2025 Budget, and one that will begin at 5:30 p.m. on Tuesday, June 18, 2023 to adopt the Fiscal Year 2024-2025 Budget, pursuant to Utah Code Sections 10-6-114 and 10-6-135 for Provo City Corporation, Provo City Redevelopment Agency, and Provo City Stormwater Service District, respectively.

Citizens who wish to view the budgets in advance may do so by visiting this link: https://www.provo.org/home/showpublisheddocument/24251

The meetings will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meetings virtually may do so via Zoom. To join the Zoom meeting on June 4, 2024, visit zoom.us/join and enter Meeting ID 810 6568 4248 and Passcode 199442. To join the Zoom meeting on June 18, 2024, visit zoom.us/join and enter Meeting ID 879 8644 5445 and Passcode 803801. To listen or comment via phone, dial 346-248-7799, enter the appropriate Meeting ID for the meeting you are attending and press #. Press # again for participant ID. Once connected, press *9 to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

Kelsey Zarbock, Budget Officer

1	ORDINANCE 2024
2	
3	AN ORDINANCE AMENDING THE TENTATIVE BUDGET FOR PROVO CITY
4 5	CORPORATION FOR THE FISCAL YEAR BEGINNING JULY 1,2024, AND
	ENDING JUNE 30, 2025, AND SETTING A PUBLIC HEARING TO CONSIDER A PROPOSED CHANGE IN THE LIBRARY CERTFIED TAX RATE. (24-)
6 7	FROFOSED CHANGE IN THE LIBRART CERTIFIED TAX RATE. (24-)
8	
9	RECITALS:
10	
11	A tentative budget ("Tentative Budget") in proper form has been prepared for
12	Provo City;
13	
14	On May 14, 2024, the Provo City Municipal Council tentatively adopted by
15	resolution the Tentative Budget for Fiscal Year 2025;
16	
17	The Tentative Budget has been reviewed and considered by the Provo City
18	Municipal Council;
19	
20	The Tentative Budget, together with supporting schedules and data, has been
21	available for public inspection;
22	
23	On June 4 and 18, 2024, the Municipal Council held public hearings to receive public
24	comment and ascertain the facts regarding the Tentative Budget, including any proposed
25	amendments, which facts and comments are found in the public record of the Council's
26	consideration;
27	
28	All interested persons were heard, for or against the estimates of revenue and
29	expenditures in the Tentative Budget and any proposed amendments;
30	
31	Although the Tentative Budget adopted by this ordinance does not include a
32	proposed property tax increase, the Municipal Council desires to consider including such
33	a tax increase in the final budget for the Provo City Library, approval of which first requires
34	that a public hearing be noticed and held prior to September 1 to consider an increase in the
35	certified tax rate; and
36	
37	After considering the facts and comments presented to the Municipal Council, the
38	Council finds (i) a public hearing should be held to further consider the proposed increase
39	in the library certified tax rate; (ii) the Tentative Budget should be amended as set forth
40	herein; (iii) the amended Tentative Budget should serve as the basis for expenditures until the
41	adoption of a final annual budget; and (iv) such actions reasonably further the health, safety,
42	and general welfare of the citizens of Provo City.
43	THEREFORE, the Municipal Council of the City of Provo. Utah ordains as
44	LEICKERUKE INCHUNICINALL OUNCIL OF THE CITY OF PROVOLUTAN ORGAINS AS

 follows:

PART I:

 Pursuant to Utah Code Section 59-2-919, a public hearing must be held to consider a proposed increase to the library certified tax rate revenue by 11.4%, to be levied by Provo City. The hearing will be held on August 13, 2024, unless compliance with state law requires that it be moved to a different date. The hearing will be properly noticed in accordance with the requirements of Utah Code Title 59 Chapter 2.

PART II:

 The Provo City Tentative Budget in the amount of \$292,212,512, as set forth in the attached Exhibit A, including sub-budgets for capital improvements in Exhibit B, is adopted as the Tentative Budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025, pending the outcome of the hearing referred to in Part I. This replaces the Tentative Budget previously tentatively adopted on May 14, 2024. Pursuant to UCA Section 59-2-923, the Tentative Budget adopted herein will serve as the basis for the expenditure of monies until adoption of the Final Budget.

PART III:

Pending the outcome of the hearing described in Part I, the Provo Municipal Council adopts as part of the Tentative Budget the following certified tax rates to support tax revenue in the General, Library, and Debt Service Funds for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Library Fund 0.000395
Debt Service Fund 0.000772
General Fund 0.000563

Following the hearing described in Part I, the Municipal Council may adopt certified tax rates in excess of those stated herein, but may not exceed the proposed percentage increase stated in Part I.

PART IV:

 The Municipal Council hereby directs that an Adopted Tentative Budget document be prepared corresponding to the actions taken in this ordinance and that it be certified, filed, and made available for public inspection as required by law.

PART V:

 A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- 99 D. The Municipal Council directs that this ordinance remain uncodified. 100

98

101 <u>END OF ORDINANCE.</u>

Exhibit A

Due to document format, this exhibit will be inserted at a later step. The Provo City Tentative Budget FY 2024 is available for review at: https://www.provo.org/home/showpublisheddocument/24251

Exhibit B

Due to document format, this exhibit will be inserted at a later step. The Capital Improvement Project budgets are available on pages 118-119 of the Tentative Budget for FY 2025:

https://www.provo.org/home/showpublisheddocument/24251

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: MISANDERS

Department: Council **Requested Meeting Date:** 01-01-2018

SUBJECT: A resolution adopting a budget for the Provo City Stormwater Service

District in the amount of \$6,485,898 for the Fiscal Year beginning July 1,

2024 and ending June 30, 2025 (24-007)

RECOMMENDATION: Adopt the resolution

BACKGROUND: Adoption of a new budget for the upcoming fiscal year for the

Stormwater Service District of Provo

FISCAL IMPACT:

PRESENTER'S NAME: Kelsey Zarbock, Budget Officer

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-007



ADMINISTRATIVE SERVICES

TEL 801 852 6504 351 W CENTER ST PO BOX 1849 PROVO, UT 84603

NOTICE OF PUBLIC HEARINGS BEFORE THE PROVO CITY MUNICIPAL COUNCIL, PROVO CITY REDEVELOPMENT AGENCY GOVERNING BOARD, AND PROVO CITY STORMWATER SERVICE DISTRICT GOVERNING BOARD

Notice is hereby given that the Municipal Council of the City of Provo, Utah, the Provo City Redevelopment Agency Governing Board, and the Provo City Stormwater Service District Governing Board will hold public hearings at two meetings, one that will begin at 5:30 p.m. on Tuesday June 4, 2023 to present the documents for the Fiscal Year 2024-2025 Budget, and one that will begin at 5:30 p.m. on Tuesday, June 18, 2023 to adopt the Fiscal Year 2024-2025 Budget, pursuant to Utah Code Sections 10-6-114 and 10-6-135 for Provo City Corporation, Provo City Redevelopment Agency, and Provo City Stormwater Service District, respectively.

Citizens who wish to view the budgets in advance may do so by visiting this link: https://www.provo.org/home/showpublisheddocument/24251

The meetings will also be available to the public for live broadcast and on-demand viewing at: youtube.com/provocitycouncil. Those who would like to participate in the meetings virtually may do so via Zoom. To join the Zoom meeting on June 4, 2024, visit zoom.us/join and enter Meeting ID 810 6568 4248 and Passcode 199442. To join the Zoom meeting on June 18, 2024, visit zoom.us/join and enter Meeting ID 879 8644 5445 and Passcode 803801. To listen or comment via phone, dial 346-248-7799, enter the appropriate Meeting ID for the meeting you are attending and press #. Press # again for participant ID. Once connected, press *9 to indicate that you would like to comment. For more information regarding how to comment in the electronic meeting, visit agendas.provo.org and click on the meeting agenda.

Kelsey Zarbock, Budget Officer

1	RESOLUTION 2024-SSD-06-18-XX
2	
3	A RESOLUTION ADOPTING A BUDGET FOR THE PROVO CITY
4	STORMWATER SERVICE DISTRICT IN THE AMOUNT OF \$6,485,898 FOR
5	THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025.
6	(24-007)
7	
8	RECITALS:
9	
0	On May 14, 2024, the Governing Board of the Provo City Stormwater Service District
1	tentatively adopted the Tentative Budget for the fiscal year 2024-2025 (Fiscal Year 2025);
2	
3	The Tentative Budget, together with supporting schedules and data, has been reviewed and
4	considered by the Governing Board of the Provo City Stormwater Service District and have been
5	available for public inspection;
6	
7	Notice of a public hearing to consider the adoption of a final Budget has been properly
8	given;
9	
20	On June 4, 2024, and June 18, 2024, the Governing Board of the Provo City Stormwater
21	Service District held public hearings to receive public comment and ascertain the facts regarding
22	the Tentative Budget, which facts and comments are found in the public record of the Board's
23	consideration;
24	
25	All interested persons were heard, for or against the estimates of revenue and expenditures
26	in the Tentative Budget and any proposed amendments;
27	
28	All statutory and legal requirements for the final adoption of a Final Budget have been
29	completed; and
30	
31	After considering the facts and comments presented, the Governing Board finds (i) a final
32	Budget should be adopted as set forth in the attached Exhibit A and (ii) adoption of the final Budget
33	reasonably furthers the health, safety, and general welfare of the District residents and property
34	owners.
35	
36	THEREFORE, the Governing Board of the Provo City Stormwater Service District
37	resolves as follows:
38	Tebolites as Tollows.
39	PART I:
10	<u></u>
11	The Provo City Stormwater Service District Budget in the amount of \$6,485,898, as
12	summarized in the attached Exhibit A, is adopted as the final Budget for Fiscal Year 2025.

44 <u>PART II:</u>

 All outstanding encumbrances and project/grant balances as of June 30, 2024 and approved by the Executive Officer will be continued and re-appropriated for expenditure in Fiscal Year 2025 and will be presented at a meeting of the Governing Board in September 2024.

PART III:

The functions within the Capital Improvement Divisions cannot be deleted, changed in budget amount by more than 10% of the original cost or \$50,000, whichever is less, or new functions added without further official action of the Governing Board.

5556 PART IV:

The Executive Officer is authorized to move budget appropriations along with needed expenditure adjustments including capitalized labor from the individual enterprise operating divisions to the corresponding capital improvement division in conjunction with the fixed asset (capital expenditures) reconciliation for the fiscal year ending June 30, 2024.

PART V:

The Executive Officer is authorized to increase budget authority for revenues in excess of the adopted budget in the following areas: grants, interest earnings, impact fees, aid to construction, reimbursement(s) from projects, revenues over budget, and donations. The Executive Officer is authorized to increase budget authority in internal service funds for unexpected expenditures related to those funds.

PART VI:

The Governing Board directs that an Adopted Annual Budget document be prepared corresponding to these actions and that it be certified, filed, and made available for public inspection as required by law.

PART VII:

This resolution takes effect immediately.

END OF RESOLUTION.

Exhibit A

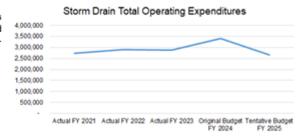
Storm Drain	Actual FY 2021	Act	ual FY 2022	Ac	tual FY 2023	Or	iginal Budget FY 2024		ry 2024	Ter	tative Budget FY 2025
Revenue											
Utilities Revenue	\$ 5,805,616	\$	5,861,001	\$	5,856,899	\$	5,825,000	\$	5,825,000	\$	5,890,000
Miscellaneous	706,440		379,652		360,685				356,000		365,500
Charges for Services	23,985		15,895		118,839		381,000		25,000		25,000
Investment Income	23,458		30,344		252,132		50,000		50,000		160,000
Total Revenue	6,559,499		6.286.892		6.588,554		6.256,000		6.256.000		6.430.500
Operation Expenditure											
Storm Drain	\$ 2,735,246	\$	2,897,792	\$	2,880,752	\$	3,414,660	\$	3,493,715	\$	2,653,798
Total Expenditure	2,735,246		2,897,792		2,880,752		3,414,660		3,493,715		2,653,798
Capital Expenditure											
Storm Drain CIP	\$ 2,263,542	\$	2.075,348	\$	3.986,093	\$	2.799.100	\$	7.186.848	5	3.832,100
Total Expenditure	2,263,542	_	2,075,348	_	3,986,093		2,799,100		7,186,848	_	3,832,100
Transfer Out	695,559		692,375	_	659,217	_	655,729	_	655,729	_	662,879
Total Revenues	6,559,499		6,286,892		6,588,554		6,256,000		6,256,000		6,430,500
Total Expenditures and Transfers Out	(5,694,347)	(5,665,515)		(7,526,082)		(6,869,489)		(11,336,292)		(7,148,777
Net Change in Fund Balance	865,152		621,377		(937,508)		(613,489)		(5,080,292)		(718,277
Beginning Fund Balance	4,569,050		5,434,202		6,055,579		5,118,071		5,118,071		37,779
Ending Fund Balance	5.434.202		6.055.579		5.118.071		4.504.582		37,779		(680,498

Department Function

• The Stormwater Division of the Public Works Department is responsible for protecting property from flooding and preventing the public street system from being encumbered with flood water during rainstorms and spring snow melt runoff. This division also builds, operates, and maintains a storm drainage system such that citizens, property owners, business people, and even Stormwater employees can rest comfortably during runoff events. The division complies with new federal storm water quality regulations. Irrigation water is delivered to customers along the City irrigation ditches in the central and southwest areas of the City.

What's new in FY 2025?

 Vehicle outright purchase budget was higher in FY2024 and has been reduced in FY2025, resulting in a smaller operating budget.



Performance Measures

			Annual Totals						
Priority	Goal	Performance Measure	2023	202	2025				
			Actual	Current	Target	Target			
Education	Provide Storm Water Pollution Training	Number Of Staff Who Completed the State-Mandated Training for Illicit Discharge Detection & Elimination							
		(ldde)	365	0	350	350			

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: MISANDERS

Department: Council **Requested Meeting Date:** 06-06-2023

SUBJECT: A resolution adopting a budget for the Redevelopment Agency of Provo City

in the amount of \$1,512,815 for the Fiscal Year beginning July 1, 2024 and

ending June 30, 2025 (24-007)

RECOMMENDATION: Adopt the resolution

BACKGROUND: Adoption of the new budget for the RDA of Provo City for the

upcoming fiscal year

FISCAL IMPACT:

PRESENTER'S NAME: Kelsey Zarbock, Budget Officer

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 24-007



ADMINISTRATIVE SERVICES

TEL 801 852 6504 351 W CENTER ST PO BOX 1849 PROVO, UT 84603

NOTICE OF PUBLIC HEARINGS BEFORE THE PROVO CITY MUNICIPAL COUNCIL, PROVO CITY REDEVELOPMENT AGENCY GOVERNING BOARD, AND PROVO CITY STORMWATER SERVICE DISTRICT GOVERNING BOARD

Notice is hereby given that the Municipal Council of the City of Provo, Utah, the Provo City Redevelopment Agency Governing Board, and the Provo City Stormwater Service District Governing Board will hold public hearings at two meetings, one that will begin at 5:30 p.m. on Tuesday June 4, 2023 to present the documents for the Fiscal Year 2024-2025 Budget, and one that will begin at 5:30 p.m. on Tuesday, June 18, 2023 to adopt the Fiscal Year 2024-2025 Budget, pursuant to Utah Code Sections 10-6-114 and 10-6-135 for Provo City Corporation, Provo City Redevelopment Agency, and Provo City Stormwater Service District, respectively.

Citizens who wish to view the budgets in advance may do so by visiting this link: https://www.provo.org/home/showpublisheddocument/24251

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Kelsey Zarbock, Budget Officer

1	RESOLUTION 2024-RDA-06-18-X
2	A RESOLUTION ADOPTING A BUDGET FOR THE REDEVELOPMENT
4	AGENCY OF PROVO CITY IN THE AMOUNT OF \$1,512,815 FOR THE
5	FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025. (24-
6	007)
7	
8	RECITALS:
9	
10	On May 14, 2024, the Governing Board of the Redevelopment Agency of Provo City
11	Corporation (the "Governing Board") held a public meeting to consider the Tentative Budget and
12	by resolution tentatively adopted the Tentative Budget for the fiscal year 2024-2025 (Fiscal Year
13	2025);
14 15	The Tentative Budget includes operational expenditures, housing programs, small business
16	loans, tax increment projects, capital projects, and other community-oriented programs;
17	loans, tax increment projects, capital projects, and other community-oriented programs,
18	The Tentative Budget, together with supporting schedules and data, has been reviewed and
19	considered by the Governing Board and has been available for public inspection;
20	considered by the Governing Board and has been available for public inspection,
21	Notice of a public hearing to consider the adoption of a final Budget has been properly
22	given;
23	
24	On June 4, 2024, and June 18, 2024, the Governing Board held public hearings to receive
25	public comment and ascertain the facts regarding the Tentative Budget, which facts and comments
26	are found in the public record of the Board's consideration;
27	
28	All interested persons were heard, for or against the estimates of revenue and expenditures
29	in the Tentative Budget and any proposed amendments;
30	
31	All statutory and legal requirements for the final adoption of a Final Budget have been
32	completed; and
33	
34	After considering the facts and comments presented, the Governing Board finds (i) a final
35	budget for the Redevelopment Agency of Provo City should be adopted as set forth in the attached
36	Exhibit A and (ii) adoption of the final Budget reasonably furthers the health, safety, and general
37	welfare of the citizens of Provo City.
38	THEREFORE 4 C ' P 1 1 C11
39	THEREFORE, the Governing Board resolves as follows:
40	DADT I.
41	PART I:
42 43	The Redevelopment Agency of Provo City Budget in the amount of \$1,512,815, as
44	summarized in the attached Exhibit A, is adopted as the final Budget for Fiscal Year 2025.
45	summarized in the attached Exhibit 11, is adopted as the final budget for Fiscar Tear 2023.
TJ	

PART II:

All outstanding encumbrances and project/grant balances as of June 30, 2024 and approved by the Executive Officer will be continued and re-appropriated for expenditure in Fiscal Year 2025 and will be presented at a meeting of the Governing Board in September 2024.

PART III:

The functions within the Project Divisions cannot be deleted or changed in budget amount by more than 10% of the original cost or \$50,000, whichever is less, or new functions added without further official action of the Governing Board.

PART IV:

The Executive Officer is authorized to move budget appropriations along with needed expenditure adjustments including capitalized labor from the individual enterprise operating divisions to the corresponding capital improvement division in conjunction with the fixed asset (capital expenditures) reconciliation for the fiscal year ending June 30, 2025.

PART V:

The Executive Officer is authorized to increase budget authority for revenues in excess of the adopted budget in the following areas: grants, interest earnings, reimbursement(s) from projects, revenues over budget, and donations. The Executive Officer is authorized to increase budget authority in internal service funds for unexpected expenditures related to those funds.

PART VI:

The Governing Board directs that an Adopted Annual Budget document be prepared corresponding to these actions and that it be certified, filed, and made available for public inspection as required by law.

PART VII:

This resolution takes effect immediately.

END OF RESOLUTION.

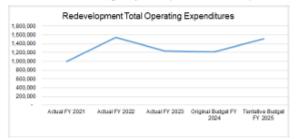
EXHIBIT A

Provo City Redevelopment Agency

Redevelopment Summary	Actual FY 2021	Actual FY 2022	Actual FY 2023	Original Budget FY 2024	Adjusted Budget FY 2024	Tentative Budge FY 2025	
Revenue							
Charges for Services	\$ 101,692	\$ 110,16	8 \$ 107,866	\$ 115,000	\$ 115,000	\$ 192,474	
Property Tax	984,574	712,02	1 842,550	1,461,225	1,461,225	1,450,000	
Lease Income							
Miscellaneous	100,692	87,28	5 -				
Interest Income	103,090	94,55	9 249,148	56,000	56,000	295,591	
Total Revenue	1,290,047	1,004,03	1 1,199,564	1,632,225	1,632,225	1,938,065	
Expenditure							
Tax Increment	\$ 992,593	3 \$ 1,422,46	8 \$ 1,223,544	\$ 1,172,658	\$ 3,265,034	\$ 1,478,515	
New Development	1,480	120,23	2 8,254	34,300	166,150	34,300	
Total Expenditure	994,073	1,542,70	1,231,798	1,206,958	3,431,184	1,512,815	
Net Increase (Decrease)	295,974	(538,66	9) (32,234)	425,267	(1,798,959)	425,250	

Department Function

• The Redevelopment Agency of Provo City (Agency) is a separate governmental entity created by Provo City under Title 17 of the Utah Code which governs 'community development and renewal agencies." The City Council is the governing board of the Redevelopment Agency and the Mayor also serves as the Agency's Chief Executive Officer. The Redevelopment Agency primarily deals with programs and projects to help revitalize targeted areas of the City of Provo including the Central Business District (Provo's downtown and surrounding neighborhoods) and other project areas as designated by the City Council. The Redevelopment Agency's primary asset in this revitalization effort is tax increment financing which allows the Agency to participate in a variety of ways in its redevelopment efforts. The Redevelopment Agency also administers federal grants on behalf of the City of Provo that relate to community development and housing. Two funds fall under the Agency as of FY 2020: the Tax Increment fund and the New Development fund. Those funds are managed by the Department of Development Services.



Tax Increment

Tax Increment	Actual FY 2021		Actual FY 2022		Actual FY 2023		Original Budget FY 2024		Adjusted Budget FY 2024		Tentative Budg FY 2025	
Revenue												
Taxes	\$	984,574	\$	712,021	\$	842,550	\$	1,461,225	\$	1,461,225	\$	1,450,000
Investment Income		97,740		88,994		202,772		51,000		51,000		200,000
Miscellaneous		(1,000)		87,285								
Other Financing		500										
Transfer In												
Total Revenue		1,081,814		888,300		1,045,321		1,512,225		1,512,225		1,650,000
Expenditure												
Tax Increment	\$	992,593	\$	1,422,468	\$	1,223,544	\$	1,172,658	\$	3,265,034	\$	1,478,515
Total Expenditure		992,593	_	1,422,468	_	1,223,544	_	1,172,658	_	3,265,034	_	1,478,515
Net Change in Fund Balance		89,221		(534,168)		(178,223)		339,567		(1,752,809)		171,485
Beginning Fund Balance		6,889,464		6,978,685		6,444,517		6,266,294	•	6,266,294		4,513,485
Ending Fund Balance		6,978,685		6,444,517		6,266,294		6,605,861		4,513,485		4,684,970

Department Function

The Tax Increment Fund is for the property tax increment we receive from Utah County and pay for projects.
Property tax increment is the increase in the property taxes generated in a project area over and above the property taxes that were collected prior to the new development. The Redevelopment Agency can receive a portion of the increase in property taxes if the taxing entities agree to participate.

New Developr	nent							
New Development	Actual FY 2	021	Actual FY 2022	Actua	FY 2023	Original Budget FY 2024	Adjusted Budget FY 2024	Tentative Budget FY 2025
Revenue								
Charges for Services	\$ 101	692	\$ 110,166	\$	107,866	\$ 115,000	\$ 115,000	\$ 192,474
Lease Income								
Investment Income	5	350	5,565		46,376	5,000	5,000	95,591
Miscellaneous	101	692						
Total Revenue	107	042	115,731		154,242	120,000	120,000	288,065
Expenditure								
New Development	\$ 1	480	\$ 120,232	\$	8,254	\$ 34,300	\$ 166,150	\$ 34,300
Total Expenditure	1	480	120,232		8,254	34,300	166,150	34,300
Net Change in Fund Balance	105	562	(4,501)		145,988	85,700	(46,150)	253,765
Beginning Fund Balance	1,073	,367	1,178,929		1,174,428	1,320,416	1,320,416	1,274,266
Ending Fund Balance	1,178	,929	1,174,428		1,320,416	1,406,116	1,274,266	1,528,031

Department Function

 The New Development Fund was used to hold funds the Redevelopment Agency received that weren't property tax increment. For example, when the Redevelopment Agency was leasing out the former Sears building to RC Willey, those lease payments went into the New Development Fund.

Performance Measures

				Annual	Totals	
Priority	Goal	Performance Measure	FY 2023	FY 2	024	FY 2025
			Actual	Current	Target	Target
Business and Economic Vitality	Utilize Redevelopment Programs and Incentives to Encourage the Revitalization of Blighted Commercial and Industrial Areas. (7.4.1.2)	Finalizing the Mountain Vista Industrial Park And Working to Redevelop Those Centers that are in Redevelopment Project Areas	Purcha negotiating	Redevelopm se and Sale with an inthing Agency	agreeme erested bu	nts and yer for the
Business and Economic Vitality	Promote Efficient Utilization of Building Space by Encouraging a Mix of Uses in the Central Business District (Obd), including Retail, Office, Service, and High Density Residential Occupancies. (6.4.6.2)	Working with Developers to Increase Housing and Office Uses in Downtown Provo and evaluating the redevelopment opportunity at the old city hall site to potentially address some of these issues.	for Proposa the former C		the redev k. RFP re nine their p	elopment of sponses will
Healthy, Inviting Environment	Define, Identify, and Beautify the Major Entrances to the Community. (2.4.3.9)	The new opening of Target at the Provo Towne Centre Mail and the identification of a potential new partner for the redevelopment of that site signals a positive move forward in this area. The Noorda Medical College and the Rocky Mountain University in that area reflect this same momentum shift, Mountain Vista's ongoing redevelopment is improving Provo's southern entrance and new development at the northern end address this goal.		Ongo	bing	

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: DWRIGHT

Department: Development Services

Requested Meeting Date: 06-18-2024

SUBJECT: An ordinance amending the Zone Map Classification of real property

located at 1730 N 2300 W from the Agricultural (A1.5) Zone to the One-Family Residential (R1.10) Zone - Grandview North Neighborhood

(PLRZ20220251)

RECOMMENDATION: Staff and the Planning Commission recommend approval for this zone change.

BACKGROUND: The applicant is requesting approval for a vacant parcel of land in the agricultural (A1.5) zone to be rezoned to the one-family residential (R1.10) zone. The purpose of the rezone would be to allow for the lot to be subdivided into two lots for new homes to be built. The proposed rezone area consists of approximately 1.57 acres of land. The General Plan Map has this property designated for residential. The rezone to R1.10 would align with this designation. The property is currently zoned A1.5 like the properties to the south, east and to the west. The rezone request to R1.10 would match the property in the subdivision to the east. The adjacent private drive (2300 West) would remain in the A1.5 Zone because it is not a public street. The residential property to the north, across 1730 North, is in Orem City.

FISCAL IMPACT: No

PRESENTER'S NAME: Dustin Wright

REQUESTED DURATION OF PRESENTATION: 10 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

The General Plan Map identifies a residential land use for this area. The rezone from agricultural to residential would bring the properties zoning into alignment with the General Plan residential designation. This amendment would allow for new homes to be constructed in Provo. The proposed rezone is compatible with the General Plan, Land Use (Chapter 3) and Housing (Chapter 4) goals. Additionally, the rezone will help encourage the development of new single-family homes to help address housing shortages, and to facilitate additional economic growth and opportunities.

CITYVIEW OR ISSUE FILE NUMBER: PLRZ20220251

1	ORDINANCE 2024
2	
3	AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF
4	REAL PROPERTY, GENERALLY LOCATED AT 1730 N 2300 W, FROM
5	THE AGRICULTURAL (A1.5) ZONE TO THE ONE-FAMILY RESIDENTIAL
6	(R1.10) ZONE. GRANDVIEW NORTH NEIGHBORHOOD. (PLRZ20220251)
7	
8	RECITALS:
9	
10	It is proposed that the classification on the Provo Zoning Map for approximately 1.55 acres
11	of real property, generally located at 1730 N 2300 W (a map and legal description of which are
12	attached in Exhibit A), be amended from the Agricultural (A1.5) Zone to the One-Family
13	Residential (R1.10) Zone; and
14	
15	On May 22, 2024, the Planning Commission held a public hearing to consider the proposal,
16	and after the hearing the Planning Commission recommended approval of the proposal to the
17	Municipal Council by a 7:0 vote; and
18	
19	The Planning Commission's recommendation was based on the project design presented
20	to the Commission; and
21	
22	On June 18, 2024, the Municipal Council met to determine the facts regarding this matter
23	and receive public comment, which facts and comments are found in the public record of the
24	Council's consideration; and
25	
26	After considering the Planning Commission's recommendation and the facts presented to
27	the Municipal Council, the Council finds that (i) the Provo Zoning Map should be amended as
28	set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens
29	of Provo City.
30	
31	THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:
32	D. D. D. T. J.
33	PART I:
34	
35	The classification on the Provo Zoning Map is amended from the Agricultural (A1.5) Zone
36	to the One-family Residential (R1.10) Zone for the real property described in this ordinance.
37	PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

41

45

- B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- D. The Municipal Council directs that the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

EXHIBIT A – AREA TO BE REZONED

COMMENCING AT POINT BEING LOCATED NORTH 00°09'28" WEST ALONG THE SECTION LINE 1290.57 FEET AND WEST 732.84 FEET FROM THE EAST QUARTER CORNER, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 11°28'28" EAST ALONG AN EXISTING FENCE LINE 382.91 FEET; THENCE SOUTH 85°49'32" WEST ALONG AN EXISTING FENCE LINE 179.26 FEET; THENCE NORTH 10°21'43" WEST ALONG AN EXISTING FENCE LINE 394.51 FEET; THENCE NORTH 89°55'32" EAST ALONG AN EXISTING FENCE LINE 173.57 FEET TO THE POINT OF BEGINNING.

AREA = 67,729.28 SQ.FT. / 1.55 ACRES

THE SURVEY WAS BEGUN AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING BEING NORTH 00°09'28" WEST ALONG THE SECTION FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION.



Provo City Planning Commission

Report of Action

May 22, 2024

*Item 1

Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West. Grandview North Neighborhood. Dustin Wright (801) 852-6404 dwright@provo.org PLRZ20220251

The following action was taken by the Planning Commission on the above described item at its regular meeting of May 22, 2024:

RECOMMENDED APPROVAL

On a vote of 7:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Conditions of Approval: None

Motion By: Andrew South Second By: Jeff Whitlock

Votes in Favor of Motion: Andrew South, Jeff Whitlock, Melissa Kendall, Daniel Gonzales, Robert Knudsen, Lisa Jensen,

Barbara DeSoto

Daniel Gonzales was present as Chair.

• Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the R1.10 Zone is described in the attached Exhibit A.

RELATED APPLICATIONS

Preliminary Subdivision Plat – PLPSUB20220223

DEVELOPMENT AGREEMENT

• Does not apply at this stage of review or approval.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

• The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

• A neighborhood meeting was held on 09/22/2022.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.
- No neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following: None.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

• The original proposal was going to involve making 2300 W a public street so that lots could be accessed from it rather than 1730 N. The property owner of the 2300 W parcel did not want to sell it to the applicant at this time so the lots will front 1730 N instead. If the applicant can acquire the parcel in the future they would dedicate it as a public street.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The drive access will be from 1730 North for both lots and only yield two lots.
- There are no existing homes on the property. It is vacant land with horses currently and a small agricultural structure.
- 2300 West is a private drive and is not being rezoned with this request, remaining A1.5.

Planning Commission Chair	
Director of Development Services	

See <u>Key Land Use Policies of the Provo City General Plan</u>, applicable <u>Titles of the Provo City Code</u>, and the <u>Staff Report to the Planning Commission</u> for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

<u>Legislative items</u> are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) may be appealed by submitting an application/notice of appeal, with the required application and noticing fees to the Community and Neighborhood Services Department, 330 West 100 South, Provo, Utah, within fourteen (14) calendar days of the Planning Commission's decision (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

Exhibit A

REZONE BOUNDARY DESCRIPTION:

COMMENCING AT POINT BEING LOCATED NORTH 00°09'28" WEST ALONG THE SECTION LINE 1290.57 FEET AND WEST 732.84 FEET FROM THE EAST QUARTER CORNER, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 11°28'28" EAST ALONG AN EXISTING FENCE LINE 382.91 FEET; THENCE SOUTH 85°49'32" WEST ALONG AN EXISTING FENCE LINE 179.26 FEET; THENCE NORTH 10°21'43" WEST ALONG AN EXISTING FENCE LINE 394.51 FEET; THENCE NORTH 89°55'32" EAST ALONG AN EXISTING FENCE LINE 173.57 FEET TO THE POINT OF BEGINNING.

AREA = 67,729.28 SQ.FT. / 1.55 ACRES

THE SURVEY WAS BEGUN AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING BEING NORTH 00°09'28" WEST ALONG THE SECTION FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION.



Planning Commission Hearing Staff Report

Hearing Date: May 22, 2024

*ITEM 1 Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West. Grandview North Neighborhood. Dustin Wright (801) 852-6404 dwright@provo.org PLRZ20220251

Applicant: Damon and Angie Reynolds

Staff Coordinator: Dustin Wright

Property Owner: Damon and Angie

Reynolds

Parcel ID#: 19:047:0070

Acreage: Approximately 1.57

Number of Properties: 1

Current Zone: Agricultural Zone (A1.5)

Proposed Zone: One-family Residential

(R1.10)

Council Action Required: Yes

Development Agreement: No

ALTERNATIVE ACTIONS

- 1. **Continue** to a future date to obtain additional information or to further consider the information presented. The next available meeting date is June 12, 2024, at 6:00 p.m.
- Recommend denial of the requested Rezone Application. This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.

Current Legal Use:

Vacant land in an agricultural zone.

Relevant History:

A plat application (PLPSUB20220223) has been submitted and is being reviewed by staff for this property to be subdivided into two residential lots, subject to approval of this rezone request.

Neighborhood Issues:

A neighborhood meeting was held on September 22, 2022. No issues have been presented to staff.

Summary of Key Issues:

- The proposed land use change from agricultural to residential is supported by the General Plan Map which designates this property as residential.
- A subdivision plat is under review that shows the property can be divided into two lots that would meet the lots requirements of the proposed R1.10 zone.

Staff Recommendation:

Recommend approval of the requested Zone Map Amendment to the City Council.

OVERVIEW

The applicant is requesting approval for a vacant parcel of land in the agricultural (A1.5) zone to be rezoned to the one-family residential (R1.10) zone. The purpose of the rezone would be to allow for the lot to be subdivided into two lots for new homes to be built. The proposed rezone area consists of approximately 1.57 acres of land.

The General Plan Map has this property designated for residential. The rezone to R1.10 would align with this designation.

The property is currently zoned A1.5 like the properties to the south, east and to the west. The rezone request to R1.10 would match the property in the subdivision to the east. The adjacent private drive (2300 West) would remain in the A1.5 Zone because it is not a public street. The residential property to the north, across 1730 North, is in Orem City.

FINDINGS OF FACT

Sec. 14.020.020(2) establishes criteria for the amendments to the zoning title as follows: (Staff response in **bold type**)

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

Staff response: The General Plan Map identifies a residential land use for this area. The rezone from agricultural to residential would bring the properties zoning into alignment with the General Plan residential designation. This amendment would allow for new homes to be constructed in Provo.

(b) Confirmation that the public purpose is best served by the amendment in question.

Staff response: By changing the zoning from agricultural to residential, the property will be able to develop and align with the General Plan designations and provide additional housing units.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

Staff response: Rezoning the property will align with the General Plan Map for this area. The proposed rezone is compatible with the General Plan, Land Use (Chapter 3) and Housing (Chapter 4) goals. Additionally, the rezone will help encourage the development of new single-family homes to help address housing shortages, and to facilitate additional economic growth and opportunities.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated.

Staff response: There is no timing and sequencing that would be affected by this rezone request.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.

Staff response: Due to the lot size and the location of the property on the edge of the city, staff does not see evidence of this amendment to the zoning map having an impact on the General Plan policies.

(f) Adverse impacts on adjacent landowners.

Staff response: A two-lot residential subdivision would have very minimal impact on any of the adjacent landowners.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Staff response: The land use map from the General Plan has been reviewed and found to be correct for this property.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Staff response: There are no conflicts noted by staff.

STAFF ANALYSIS

Staff has reviewed the proposed rezone application and the preliminary subdivision plat and finds that this rezone to R1.10 would be an appropriate land use that would be consistent with the General Plan. It would be a compatible use to the surrounding properties and not have any negative impacts to those adjacent parcels.

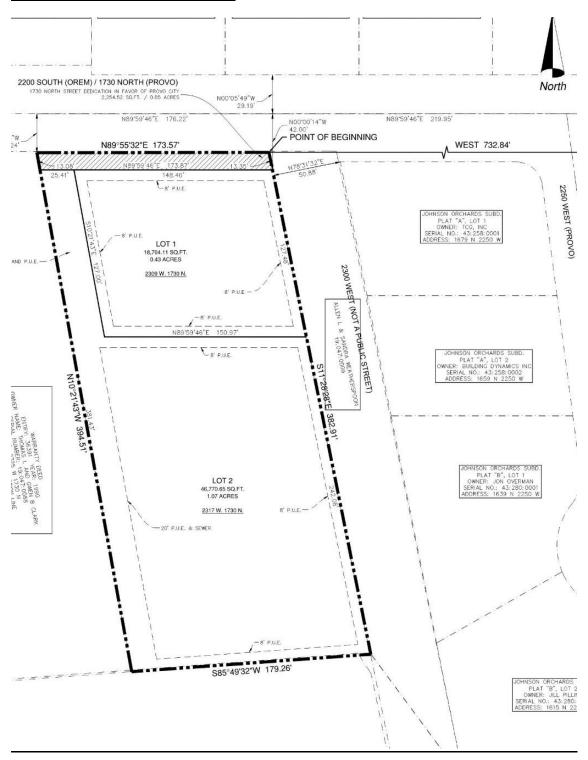
<u>ATTACHMENTS</u>

- 1. Aerial of Site
- 2. Preliminary Plat
- 3. Current Zone Map
- 4. General Plan Map

Attachment 1 – Aerial of Site



Attachment 2 - Preliminary Plat



Attachment 3 - Current Zone Map



Attachment 4 – General Plan Map



Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West.

Grandview North Neighborhood

PLRZ20220251

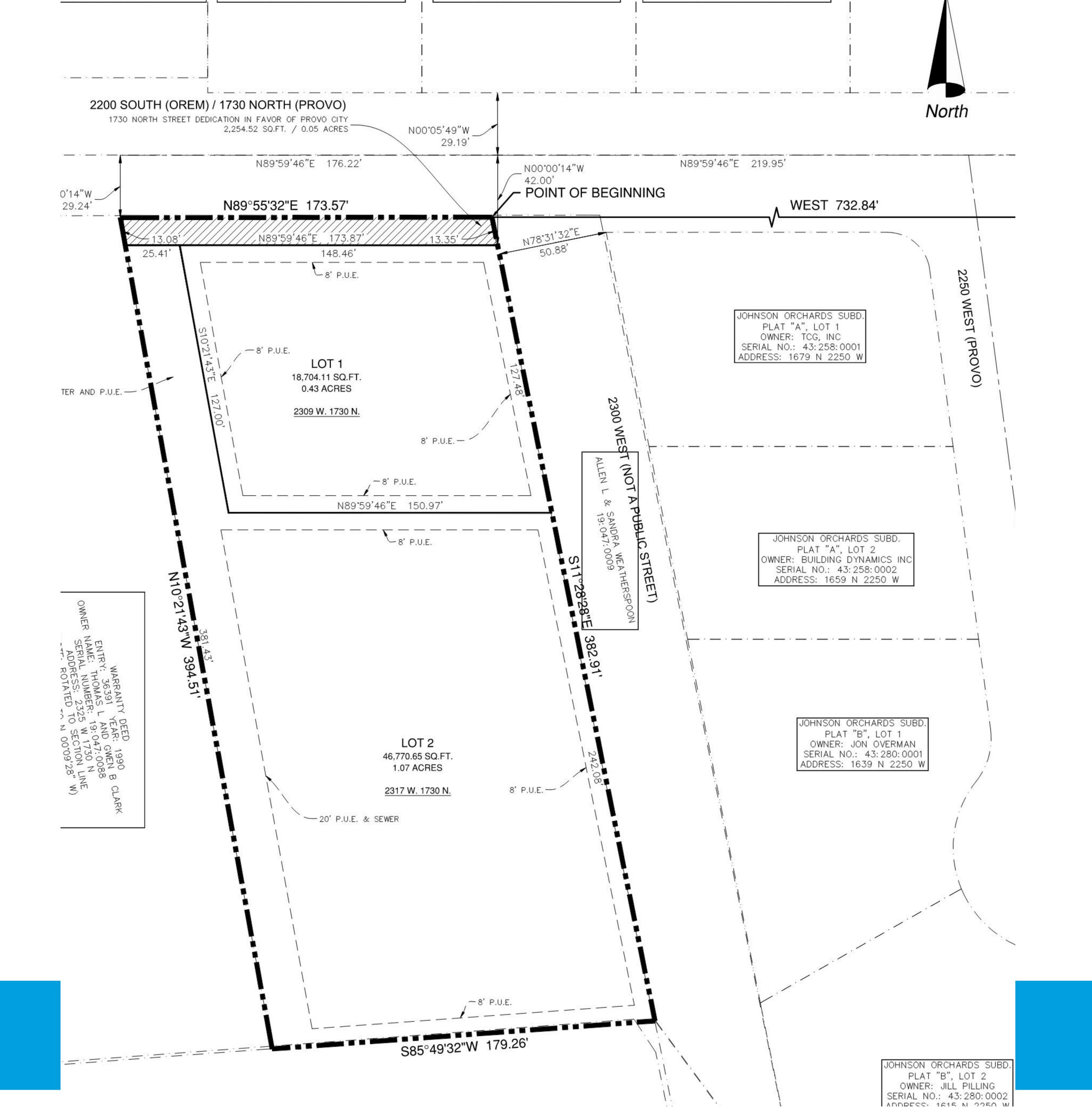
1730 N 2300 W

- Approximately 1.57 acres.
- Located on the Provo/Orem border.



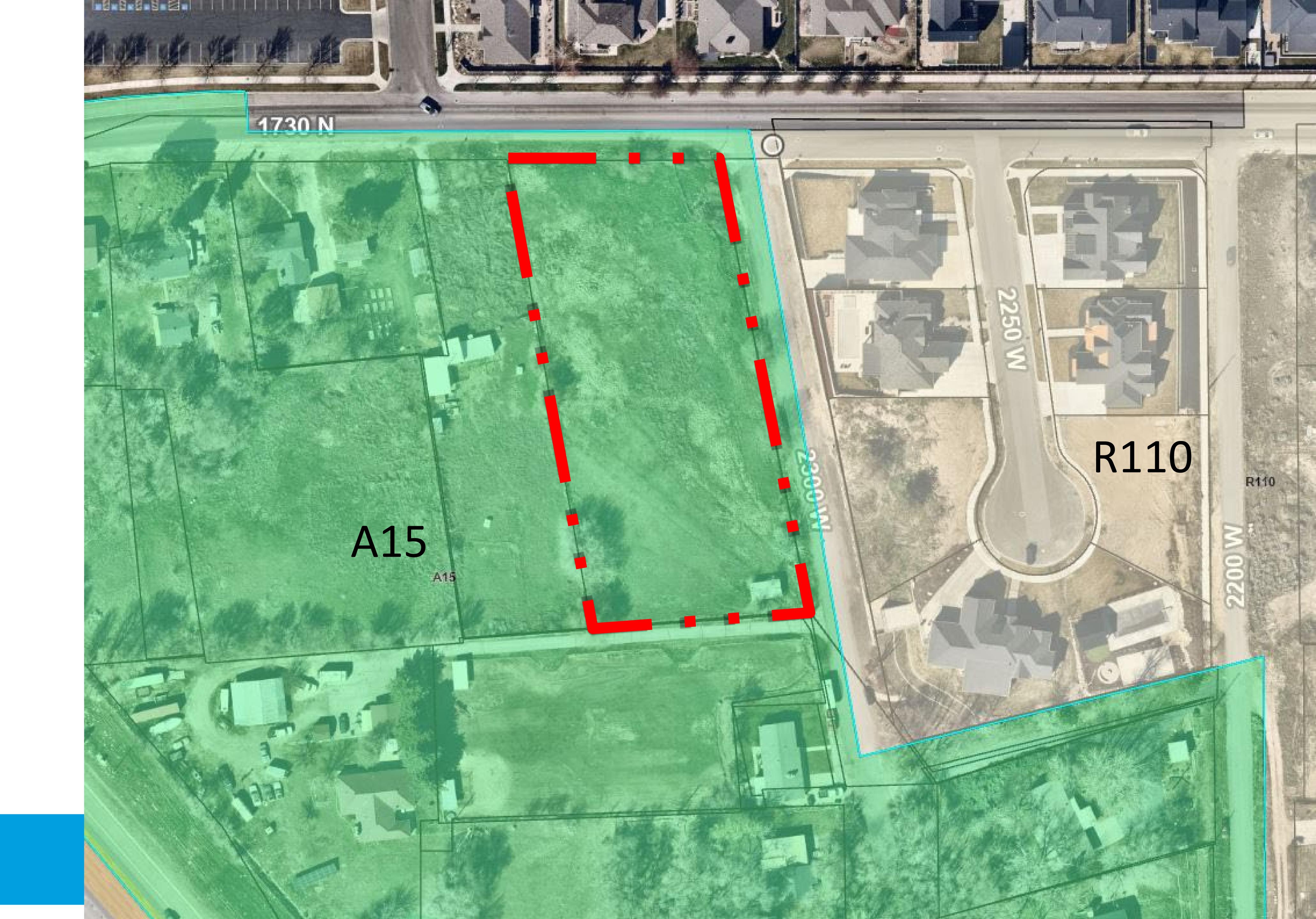
Preliminary Plat

- Proposed residential 2lot subdivision.
- Access from 1730 N for both lots as 2300 W is private.



Zoning Map

- Currently zoned agricultural A1.5
- Proposed One-family residential R1.10 zone.



General Plan Map

 R1.10 zone will better align with the residential designation from the General Plan.



Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West.

Grandview North Neighborhood

PLRZ20220251

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: AARDMORE

Department: Development Services

Requested Meeting Date: 06-18-2024

SUBJECT: An ordinance amending the Zone Map Classification of property located at

5610 North University Avenue from the Agricultural (A1.5) Zone to the Arbors on the Avenue Project Redevelopment (PRO-A10) Zone - North

Timpview Neighborhood (PLRZ20230325)

RECOMMENDATION: That the Council reconsider the Zone Map Amendment request with the Development Agreement.

BACKGROUND: David Bragonje is requesting a zone map amendment from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone in order to build a 66-unit residential condominium project at the mouth of Provo Canyon, approximately 5610 North University Avenue. This site has been left vacant since a grading on a portion of the site was done in 2018.

The proposal is to build a four-story condo building with underground and surface parking, accessed from Indian Hills Road. The concept plan shows twenty-three (23) three-bedroom units, thirty-one (31) two-bedroom units, and twelve (12) one-bedroom units, along with some amenity areas on each level. The site includes additional gathering space amenities, including a dog park, hot tub area, and trail connections. The property around the site is vacant, open land to the north and east in the Agricultural (A1) and Open Space, Preservation, and Recreation (OSPR) Zones. To the south is a power station for Provo Power and the Indian Trail trailhead and parking lot. Further south, within approximately 500 feet south along Canyon Road, there are four to five single-family homes on Utah County land, with some agricultural uses. West, across University Avenue, there is a developing commercial center at 5609 N University Ave in the CG (General Commercial) Zone, and future office development in the PO (Professional Office) Zone to the southwest.

The attached Development Agreement addresses the current lack of sewer capacity and stipulates infrastructure improvements must be made prior to development, and also regulates owner-occupancy for the units.

FISCAL IMPACT: None.

PRESENTER'S NAME: Aaron Ardmore

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

The following are questions asked of any residential zone change from Chapter Four of the General Plan: (staff responses in bold)

1. Would the rezone promote one of the top 3 housing strategies; (1) a mix of home types, sizes, and price points, (2) promote ADU's and infill development, and (3) recognize the value of single-family neighborhoods?

The proposal would bring a mix of housing types for this area of the city, stacked condos are not the predominant housing type of North Timpview and providing these with a variety of floor plans and bedroom counts would create opportunities for a variety of price points.

The proposal would not promote ADU's or infill development, as this is not an infill piece of land and ADU's would not be possible.

- 2. Are utilities and streets currently within 300 feet of the property proposed for rezone? Utility connections and service are the primary reason that staff cannot recommend approval for this rezone. Though there are utilities within 300 feet to connect to, there are issues down the line with utilities that do not have capacity for this proposal.
- 3. Would the rezone exclude land that is currently being used for agricultural use? There are no agricultural uses within the development area of the rezone request.
- 4. Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations?

The closest public transit stop is on River Park Drive for Route 834, about 0.4 miles away.

5. Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands?

There are no hazards or sensitive lands within the proposed rezone.

6. Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property?

There is no on-street parking on nearby adjacent roadways, so the owners and guests of this development would have to park within the project.

7. Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied?

Since the proposal is for condominiums, this rezone could facilitate owner-occupied units; but there has been no guarantee made by the applicant at this time.

8. Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI?

The rezone could facilitate attainable housing units, but there has been no indication of that being part of the proposal.

In addition to the above questions, Subsection 14.02.020 of the Provo City Code helps to identify whether the proposed amendment is in the interest of the public and consistent with the General Plan goals and objectives. The following guidelines are for that purpose: (staff responses in bold)

(a) Public purpose for the amendment in question.

The applicant has stated that the public purpose for the amendment is to improve a blighted property, which would enhance the aesthetic of the area, facilitate infrastructure improvements, and provide more residential units.

(b) Confirmation that the public purpose is best served by the amendment in question.

The proposed amendment may or may not be the best solution for the property. However, due to the sewer constraints, the public would not be well-served by the proposal increasing density that would create need for expensive infrastructure projects that are not currently in the budget.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

While the proposal does meet some goals for housing like "allow for different types of housing in neighborhoods" and to "increase the number of housing units of all types across the whole of Provo in appropriate and balanced ways" (goals 1 and 2 of Chapter 4), there are also specific policies which the proposal does not meet like ensuring that there is adequate infrastructure for development.

- (d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated. The timing of this proposal is premature. Allowing the city to analyze current infrastructure and future needs, and then budget for those needs should come before any additional density increases in this part of the city.
- (e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.

Rezoning this property now would hinder the ability of the city to "provide services across the city" (goal 1 of Chapter 7).

(f) Adverse impacts on adjacent land owners.

Adverse impacts associated with this rezone are far-reaching, more than the adjacent land owners would be impacted by approving a zone change that the sewer infrastructure cannot handle.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

The zoning and General Plan are correct.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

CITYVIEW OR ISSUE FILE NUMBER: PLRZ20230325

1	ORDINANCE 2024
2	AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF
4	REAL PROPERTY, GENERALLY LOCATED AT 5610 NORTH
5	UNIVERSITY AVENUE, FROM THE AGRICULTURAL (A1.5) ZONE TO
6	THE ARBORS ON THE AVENUE PROJECT REDEVELOPMENT (PRO-A10)
7	ZONE. NORTH TIMPVIEW NEIGHBORHOOD. (PLRZ20230325)
8	
9	RECITALS:
10	
11	It is proposed that the classification on the Provo Zoning Map for approximately 2.74 acres
12	of real property, generally located at 5610 North University Avenue (an approximation of which
13	is shown or described in Exhibit A and a more precise description of which is attached as Exhibit
14	B), be amended from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone;
15	and
16	
17	On April 10th, 2024, the Planning Commission held a public hearing to consider the
18	proposal, and after the hearing the Planning Commission recommended denial of the proposal to
19	the Municipal Council by a 8:0 vote; and
20	
21	The Planning Commission's recommendation was based on the project design presented
22	to the Commission; and
23	
24	On April 30, 2024, the Municipal Council considered this request and voted to deny the
25	zone map classification change based on concerns about infrastructure;
26	
27	The applicant subsequently proposed a Development Agreement to address the
28	infrastructure concerns and the Council agreed to rehear the matter;
29	
30	On June 18th, 2024, met to determine the facts regarding this matter and receive public
31	comment, which facts and comments are found in the public record of the Council's
32	consideration; and
33	
34	After considering the Planning Commission's recommendation and the facts presented to
35	the Municipal Council, the Council finds that (i) the Provo Zoning Map should be amended as
36	set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens
37	of Provo City.
38	THEREFORE the Municipal Council of Prove City. Utah andoing as follows:
39 40	THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:
40	

PART I:

 The classification on the Provo Zoning Map is amended from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone for the real property described in this ordinance.

PART II:

The Mayor is authorized to negotiate and execute a development agreement as proposed by the applicant for this zone change, consistent with the representations made by the applicant and the applicant's representatives to the Council. The agreement must be in form substantially similar to the draft attached as Exhibit C. An executed copy of the agreement will be attached as Exhibit D after execution. The zone map classification change described in Part I is not effective until the date of final execution of the development agreement.

PART III:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

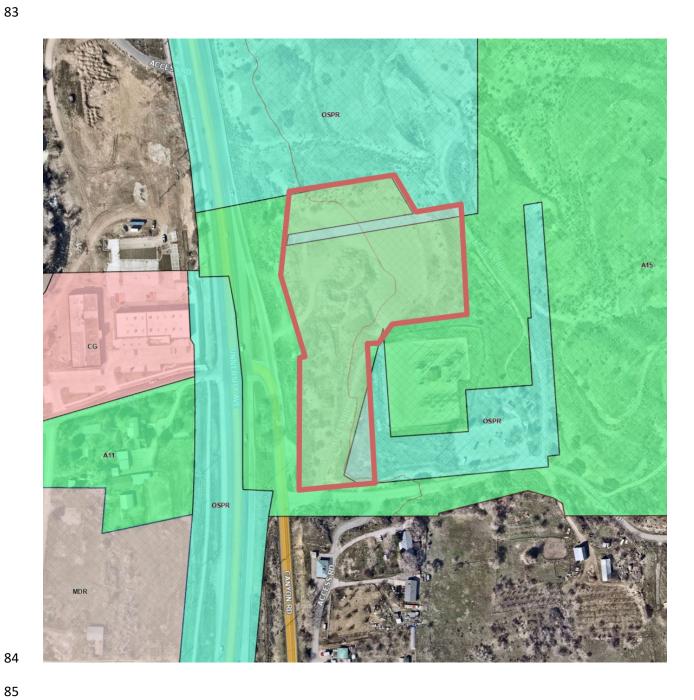
B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

E. Notwithstanding any provision or language to the contrary in this ordinance, if the Development Agreement authorized in Part II has not been fully executed by the necessary parties within one year from the date of the Municipal Council's approval of this ordinance, the entire ordinance expires, becoming null and void as if it had never been approved. Because the zone map classification change contemplated in Part I cannot come into effect if the Development Agreement is not executed, neither the applicant nor any successor(s) in interest has any vested rights under this ordinance if it expires.

82 EXHIBIT A



94	EXHIBIT B
95	
96	BOUNDARY DESCRIPTION
97	LOT 2 PARCEL CIRQUE CONDOS LLC
98	PROVO, UTAH
99	ritovo, oran
100	A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
101	SECTION 7, TOWNSHIP 6 SOUTH, RANGE 3 EAST, S.L.B.&M., PROVO, UTAH, MORE
102	PARTICULARLY DESCRIBED AS FOLLOWS:
103	
104	COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE N.00°53'07"W. A
105	DISTANCE OF 1101.15 FEET; THENCE EAST A DISTANCE OF 891.97 FEET TO A POINT ON THE
106	EAST RIGHT OF WAY OF HIGHWAY 189 (UNIVERSITY AVENUE), SAID POINT BEING A POINT OF
107	CURVATURE OF A 5358.71-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO
108	BEING THE REAL POINT OF BEGINNING.
109	
110	THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY A DISTANCE OF
111	454.75 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04°51'44" AND A CHORD THAT BEARS
112	N.04°17'05"W. A DISTANCE OF 454.62 FEET; THENCE N.80°37'00"E. A DISTANCE OF 277.70
113	FEET; THENCE S01°01'44"E. A DISTANCE OF 408.46 FEET; THENCE S.64°36'14"W. A DISTANCE
114	OF 12.06 FEET; THENCE S.28°26'35"W. A DISTANCE OF 54.48 FEET; THENCE WEST A DISTANCE
115	OF 32.98 FEET; S.09°43'00"W. A DISTANCE OF 37.69 FEET; THENCE WEST A DISTANCE OF
116	171.17 FEET; TO THE POINT OF BEGINNING.
117	CONTAINING 119,528 SQ.FT. OR 2.74 ACRES.
118	BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.
119	
120	
121 122	
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138	EXHIBIT C				
139	DELICI ODNIENT A ODEENIENT				
140 141					
142	Cirque Condos				
143	ciique conuos				
144	(5610 N Canyon Rd)				
145	, , ,				
146	THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the day				
147	of, 2024 (the "Effective Date"), by and between the CITY OF PROVO, a Utah municipal				
148	corporation, hereinafter referred to as "City," and David Bragonje Dba Cirque Condos LLC, a Utah				
149	limited liability company, hereinafter referred to as "Developer." The City and Developer are				
150	hereinafter collectively referred to as "Parties."				
151	RECITALS				
152	A. Developer is the owner of approximately 4.17 acres of land located within the City of				
153 154	Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").				
155	B. On June 18 th , 2024, the City Council approved Ordinance, vesting zoning				
156 157	(the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached hereto and incorporated herein by reference, which will govern the density, development and use of the				
158	Property (said density, development, and use constituting the "Project").				
159	C. Developer is willing to design and construct the Project in a manner that is in harmony				
160	with and intended to promote the long-range policies, goals, and objectives of the City's General Plan,				
161 162	zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.				
163	D. The City Council accepted Developer's proffer to enter into this Agreement to				
164	memorialize the intent of Developer and City and decreed that the effective date of the Vesting				
165	Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a				
166	public record on title of the Property in the office of the Utah County Recorder.				
167	E. The City Council further authorized the Mayor to execute and deliver this Agreement on				
168	behalf of the city.				
169	F. The City has the authority to enter into this Agreement pursuant to Utah Code Section				
170	10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the				
171 172	Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.				
173	G. This Agreement is consistent with, and all preliminary and final plats within the Property				
174	are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision				
175	Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.				

176 The Parties desire to enter into this Agreement to specify the rights and responsibilities 177 of the Developer to develop the Property as expressed in this Agreement and the rights and 178 responsibilities of the City to allow and regulate such development pursuant to the requirements of this 179 Agreement. 180 ١. The Parties understand and intend that this Agreement is a "development agreement" 181 within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102. 182 J. The Parties intend to be bound by the terms of this Agreement as set forth herein. 183 184 **AGREEMENT** 185 NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good 186 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows: 187 188 Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this 189 Agreement, as a substantive part hereof. 190 Zoning. The Property shall be developed in accordance with (i) the requirements of the 191 PRO-A10 (Arbors on the Avenue) Zone, (ii) all other features as generally shown on the Concept Plan, 192 and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates 193 materially from the Concept Plan as permitted by the aforementioned zoning designations for the 194 Property. 195 3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement 196 establish the development rights for the Project, including the use, maximum density, intensity and 197 general configuration for the Project. The Project shall be developed by the Developer in accordance 198 with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must 199 comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material 200 variations to the Concept Plan, as defined and approved by the City's Community Development Director, 201 such as exact building locations, exact locations of open space and parking may be varied by the 202 Developer without official City Council or Planning Commission approval. Such variations, however, 203 shall in no way change the maximum density, use and intensity of the development of the Project. 204 Additional Specific Developer Obligations. As an integral part of the consideration for 205 this agreement, the Developer voluntarily agrees that: 206 a. The Project will not and may not have more than sixty-six (66) dwelling units. 207 That a minimum of fifty percent (50%) of the condominiums must be ownerb. 208 occupied. 209 Parking will be provided at a ratio of 2.12 per unit. c. 210 d. The building will not and may not have more than four (4) residential levels.

211 A trail connection will be made at Developer's expense to the existing 212 Bonneville Shoreline Trail, as illustrated in the attached concept plan (Exhibit B). f. 213 The Developer must cause the ownership of the Indian Trail (aka Bonneville 214 Shoreline Trail) running through Parcel 20:014:0111 to be transferred to the City via Deed 215 Transfer or Easement prior to issuance of a building permit. 216 Developer acknowledges that current City infrastructure is insufficient to 217 support the Project. Accordingly, Developer expressly agrees Developer is not entitled to a 218 building permit until the necessary sewer improvements are built to handle the capacity of 219 currently entitled properties feeding into the Freedom Trunkline INCLUDING the Project. City is 220 entitled to deny any application for a building permit until Developer meets all necessary 221 requirements for a permit AND the sewer improvements described in this paragraph are 222 constructed and operational. 223 5. Construction Standards and Requirements. All construction on the Property at the 224 direction of the Developer shall be conducted and completed in accordance with the City Ordinances, 225 including, but not limited to setback requirements, building height requirements, lot coverage 226 requirements and all off-street parking requirements. 227 6. Vested Rights and Reserved Legislative Powers. 228 a. Vested Rights. As of the Effective Date, Developer shall have the vested right to 229 develop and construct the Project in accordance with the uses, maximum 230 permissible densities, intensities, and general configuration of development 231 established in the Concept Plan, as supplemented by the Vesting Ordinance and this 232 Agreement (and all Exhibits), subject to compliance with the City Ordinances in 233 existence on the Effective Date. The Parties intend that the rights granted to 234 Developer under this Agreement are contractual and also those rights that exist 235 under statute, common law and at equity. The Parties specifically intend that this 236 Agreement grants to Developer "vested rights" as that term is construed in Utah's 237 common law and pursuant to Utah Code Ann., §10-9a-509. 238 i. Examples of Exceptions to Vested Rights. The Parties understand and agree 239 that the Project will be required to comply with future changes to City Laws 240 that do not limit or interfere with the vested rights granted pursuant to the 241 terms of this Agreement. The following are examples for illustrative 242 purposes of a non-exhaustive list of the type of future laws that may be 243 enacted by the City that would be applicable to the Project: 244 1. Developer Agreement. Future laws that Developer agrees in writing 245 to the application thereof to the Project; 246 2. Compliance with State and Federal Laws. Future laws which are 247 generally applicable to all properties in the City and which are 248 required to comply with State and Federal laws and regulations 249 affecting the Project;

250 3. Safety Code Updates. Future laws that are updates or amendments 251 to existing building, plumbing, mechanical, electrical, dangerous 252 buildings, drainage, or similar construction or safety related codes, 253 such as the International Building Code, the APWA Specifications, 254 AAHSTO Standards, the Manual of Uniform Traffic Control Devices 255 or similar standards that are generated by a nationally or statewide 256 recognized construction/safety organization, or by the State or 257 Federal governments and are required to meet legitimate concerns 258 related to public health, safety or welfare; or, 259 4. <u>Taxes</u>. Taxes, or modifications thereto, so long as such taxes are 260 lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated. 261 262 5. Fees. Changes to the amounts of fees for the processing of 263 Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in 264 265 the lawfully adopted fee schedule) and which are adopted pursuant 266 to State law. 267 6. Impact Fees. Impact Fees or modifications thereto which are 268 lawfully adopted, imposed and collected. 269 b. Reserved Legislative Powers. The Developer acknowledges that the City is 270 restricted in its authority to limit its police power by contract and that the 271 limitations, reservations and exceptions set forth herein are intended to reserve to 272 the City all of its police power that cannot be so limited. Notwithstanding the 273 retained power of the City to enact such legislation of the police powers, such 274 legislation shall not modify the Developer's vested right as set forth herein unless 275 facts and circumstances are present which meet the exceptions to the vested rights 276 doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, 277 and Management Act, as adopted on the Effective Date, Western Land Equities, Inc. 278 v. City of Logan, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to 279 the doctrine of vested rights recognized under state or federal law. 280 <u>Default</u>. An "Event of Default" shall occur under this Agreement if any party fails to 281 perform its obligations hereunder when due and the defaulting party has not performed the delinquent 282 obligations within sixty (60) days following delivery to the delinquent party of written notice of such 283 delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-284 day period, a party shall not be in default so long as that party commences to cure the default within 285 that 60-day period and diligently continues such cure in good faith until complete. 286 Remedies. Upon the occurrence of an Event of Default, the non-defaulting 287 party shall have the right to exercise all of the following rights and remedies against the 288 defaulting party: 289 All rights and remedies available at law and in equity, including 290 injunctive relief, specific performance, and termination, but not including damages or attorney's fees. 291

292	2. The right to withhold all further approvals, licenses, permits or other			
293	rights associated with the Project or development activity pertaining to the defaulting			
294	party as described in this Agreement until such default has been cured.			
295	3. The right to draw upon any security posted or provided in connection			
296	with the Property or Project by the defaulting party.			
297	The rights and remedies set forth herein shall be cumulative.			
298	8. <u>Notices</u> . Any notices, requests and demands required or desired to be given hereunder			
299	shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by			
300	certified mail, return receipt requested, postage prepaid, to such party at its address shown below:			
301	To the Developer: Cirque Condos, LLC			
302	Attn: David Bragonje			
303	10274 N Bayhill Dr.			
304	Cedar Hills, UT 84062			
305	Phone: 801-636-9513			
306				
307	To the City: City of Provo			
308	Attention: City Attorney			
309	445 W Center			
310	Provo, UT 84601			
311	Phone: (801) 852-6140			
312	1101101 (001) 002 0110			
313	9. <u>General Term and Conditions</u> .			
314	a. <u>Headings</u> . The headings contained in this Agreement are intended for			
315	convenience only and are in no way to be used to construe or limit the text herein.			
316	b. <u>Binding Effect</u> . This Agreement shall inure to the benefit of, and be binding			
317	upon, the parties hereto and their respective heirs, representatives, officers, agents, employees,			
318	members, successors and assigns (to the extent that assignment is permitted). Without limiting			
319	the generality of the foregoing, a "successor" includes a party that succeeds to the rights and			
320				
321	use applications to the City relating to the Property or the Project.			
322	c. <u>Non Liability of City Officials and Employees</u> . No officer, representative,			
323	consultant, attorney, agent or employee of the City shall be personally liable to the Developer,			
324	or any successor in interest or assignee of the Developer, for any default or breach by the City,			
325	or for any amount which may become due to the Developer, or its successors or assignees, or			
326	for any obligation arising under the terms of this Agreement. Nothing herein will release any			
327	person from personal liability for their own individual acts or omissions.			
328	d. <u>Third Party Rights</u> . Except for the Developer, the City and other parties that may			
329	succeed the Developer on title to any portion of the Property, all of whom are express intended			
330	beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations			
331	to any other persons or parties. The Parties acknowledge that this Agreement refers to a private			

332 development and that the City has no interest in, responsibility for, or duty to any third parties 333 concerning any improvements to the Property unless the City has accepted the dedication of 334 such improvements. 335 Further Documentation. This Agreement is entered into by the Parties with the 336 recognition and anticipation that subsequent agreements, plans, profiles, engineering and other 337 documentation implementing and carrying out the provisions of this Agreement may be 338 necessary. The Parties agree to negotiate and act in good faith with respect to all such future items. 339 340 Relationship of Parties. This Agreement does not create any joint venture, 341 partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer. 342 343 Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed 344 to run with the land and shall be binding on and shall benefit all successors in the ownership of 345 346 any portion of the Property. <u>Performance</u>. Each party, person and/or entity governed by this Agreement 347 h. 348 shall perform its respective obligations under this Agreement in a manner that will not 349 unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the 350 351 issuance of final plats, certificates of occupancy or other approvals associated therewith. 352 Applicable Law. This Agreement is entered into under and pursuant to and is to i. be construed and enforceable in accordance with, the laws of the State of Utah. 353 354 Construction. This Agreement has been reviewed and revised by legal counsel j. 355 for both the City and the Developer, and no presumption or rule that ambiguities shall be 356 construed against the drafting party shall apply to the interpretation or enforcement of this 357 Agreement. 358 k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement 359 360 shall be given in a prompt and timely manner and shall not be unreasonably withheld, 361 conditioned or delayed. Any consent, approval, permit, license or other authorization required 362 hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances. 363 364 Approval and Authority to Execute. Each of the Parties represents and warrants 365 as of the Effective Date this Agreement, it/he/she has all requisite power and authority to 366 execute and deliver this Agreement, being fully authorized so to do and that this Agreement 367 constitutes a valid and binding agreement. 368 m. Termination. 369 Notwithstanding anything in this Agreement to the contrary, it is agreed

by the parties hereto that in the event the final plat for the Property has not been

- 371 recorded in the Office of the Utah County Recorder within ten (10) years from the date 372 of this Agreement (the "Term"), or upon the occurrence of an event of default of this 373 Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting 374 375 party (i.e., the Developer). The Term may be extended by mutual agreement of the 376 Parties. 377 Upon termination of this Agreement for the reasons set forth herein, 378 following the notice and process required hereby, the obligations of the City and the 379 defaulting party to each other hereunder shall terminate, but none of the licenses, 380 building permits, or certificates of occupancy granted prior to expiration of the Term or 381 termination of this Agreement shall be rescinded or limited in any manner. 382 Assignability. The rights and responsibilities of Developer under this Agreement may be 383 assigned in whole or in part by Developer with the consent of the City as provided herein. 384 a. Notice. Developer shall give Notice to the City of any proposed assignment and 385 provide such information regarding the proposed assignee that the City may 386 reasonably request in making the evaluation permitted under this Section. Such 387 Notice shall include providing the City with all necessary contact information for the 388 proposed assignee. 389 b. Partial Assignment. If any proposed assignment is for less than all of Developer's 390 rights and responsibilities, then the assignee shall be responsible for the 391 performance of each of the obligations contained in this Agreement to which the 392 assignee succeeds. Upon any such approved partial assignment, Developer shall be 393 released from any future obligations as to those obligations which are assigned but 394 shall remain responsible for the performance of any obligations that were not 395 assigned. 396 c. Grounds for Denying Assignment. The City may only withhold its consent if the City 397 is not reasonably satisfied of the assignee's reasonable financial ability to perform 398 the obligations of Developer proposed to be assigned. 399 d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be 400 bound by the assigned terms and conditions of this Agreement as a condition 401 precedent to the effectiveness of the assignment. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and 402 11. 403 conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable 404 to such parcel and be subject to the same limitations and rights of the City as when owned by Developer 405 and as set forth in this Agreement without any required approval, review, or consent by the City except 406 as otherwise provided herein.
 - 12. <u>No Waiver</u>. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

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412 13. <u>Severability</u>. If any portion of this Agreement is held to be unenforceable for any 413 reason, the remaining provisions shall continue in full force and effect.

- 14. <u>Force Majeure</u>. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.
- 15. <u>Amendment</u>. This Agreement may be amended only in writing signed by the Parties hereto.

424 425 426	IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.				
427					CITY:
428					
429					CITY OF PROVO
430					
431					
432	ATTEST:				
433					
434	By:			By:	
435	City Recorder				Mayor Michelle Kaufusi
436					
437					
438					DEVELOPER:
439					
440					, a Utah limited liability
441					company
442					, ,
443					Ву:
444					Name:
445					Title:
446					
447					
448					
449	STATE OF UTAH)			
450		,	:ss		
451	COUNTY OF UTAH)		
452			,		
453	On the	day of		, 2024, perso	nally appeared before me, who
454					xecuted the foregoing instrument in his/her
455				-	nunicipal corporation of the State of Utah.
	. , -			•	
456					
457					
458					Notary Public
459	STATE OF UTAH)			
460			:ss		
461	COUNTY OF UTAH)		
462			-		
463	On the	_ day of		, 2024, perso	nally appeared before me, who
464					of, a Utah limited
465					rument was signed on behalf of said limited
466	liability company w	ith proper	authority	y and duly acknow	vledged to me that he executed the same.
467					
468					
469					Notary Public

Exhibit A **Legal Description of the Property** Parcel # 20:014:0110 COM N 1216.175 FT & E 1324.257 FT FR SW COR. SEC. 7, T6S, R3E, SLB&M.; S 85 DEG 17' 39" W 181.29 FT; S 64 DEG 36' 13" W 35.57 FT; S 28 DEG 26' 35" W 54.48 FT; W 32.98 FT; S 9 DEG 43' 0" W 39.04 FT; W 162.8 FT; N 16 DEG 21' 16" W 1.33 FT; N 16 DEG 21' 16" W 229.05 FT; N 16 DEG 21' 16" W .05 FT; E 7.73 FT; N 8 DEG 54' 12" W 89.93 FT; N 80 DEG 37' 1" E 9.79 FT; N 6 DEG 31' 33" W 22.98 FT; N 80 DEG 36' 56" E 14.19 FT; N 7 DEG 2' 26" W 22.44 FT; N 2 DEG 41' 31" E 94.78 FT; N 80 DEG 37' 0" E 284.01 FT; S 30 DEG 53' 56" E 123.73 FT; N 80 DEG 37' 0" E 65.81 FT; S 15 DEG 40' 13" E 299.11 FT TO BEG. AREA 4.170 AC.

487	Exhibit B
488	
489	Concept Plan



Provo City Planning Commission

Report of Action

April 10, 2024

*ITEM #1 David Bragonje requests a Zone Map Amendment from the A1.5 (Agricultural) Zone to the PRO-A10 (Arbors on the Avenue) Zone in order to construct a new 66-unit condo building, located approximately at 5610 N University Ave. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20230325

The following action was taken by the Planning Commission on the above described item at its regular meeting of April 10, 2024:

RECOMMENDED DENIAL

On a vote of 8:0, the Planning Commission recommended that the Municipal Council deny the above noted application.

Motion By: Melissa Kendall Second By: Jeff Whitlock

Votes in Favor of Motion: Melissa Kendall, Jeff Whitlock, Barbara DeSoto, Andrew South, Lisa Jensen, Daniel Gonzales,

Robert Knudsen, Jonathon Hill

Daniel Gonzales was present as Chair.

• Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the PRO-A10 Zone is described in the attached Exhibit A.

RELATED ACTIONS

The Planning Commission approved the related Concept Plan application (PLCP20230326) at the April 10, 2024 hearing.

PROPOSED OCCUPANCY

- *66 Total Units
- *Type of occupancy: Family
- *Standard Land Use Code 1151

PROPOSED PARKING

- *140 Total parking stalls required
- *140 Total parking stalls provided
- *2.12 parking stalls per unit

DEVELOPMENT AGREEMENT

• May apply with future approvals.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

- Planning Staff answered questions from the Planning Commission regarding the General Plan for the property, other properties that are zoned for projects that would feed into the Freedom sewer trunkline, and what options the developer would have knowing the current constraints of the sewer trunkline.
- David Day answered questions from the Planning Commission about the specific sewer infrastructure improvements that would be needed to allow the proposed 66-unit project. He also spoke about budgeting for improvements throughout the city and answered additional questions from the Planning Commission about the specific risks in approving more units than the sewer lines could handle.

CITY DEPARTMENTAL ISSUES

- There are remaining issues from the Coordinator Review Committee (CRC) review that need to be resolved.
- Important issues raised by other departments addressed in Staff Report to Planning Commission

NEIGHBORHOOD MEETING DATE

• A neighborhood meeting was held on 01/24/2024.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was present /addressed the Planning Commission during the public hearing.
- Neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- A written comment from Will Taylor stated opposition due to traffic and access concerns with the project.
- Sharon Memmott (District 1) gave an overview and additional detail about the January Neighborhood Meeting. She stated the desire for agricultural and open spaces and shared concern regarding the height of the building and stated that there is no high-density currently designated in the area.
- Steve Turley stated that he owns property to the east of the proposal and would encourage the city to come up with resolutions for the sewer constraints in the area. He also would like more detail on stacking and access to the area.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- David Bragonje presented the history of work he has done to this point on the proposal, details of the project, and coordinating with Provo Power, UDOT, and other city staff. Mr. Bragonje detailed the benefits of his project to the city that have come and would come with his development, including better access and utility infrastructure in the area. He also proffered to commit to owner-occupancy for at least fifty percent of the condo units.
- Mr. Bragonje answered questions from the Planning Commission regarding financial ability to build a smaller, less dense project on the site, pricing of the units, parking for the project, and site constraints for building. When asked additional questions regarding guaranteeing owner-occupancy in the project for the long-term, the applicant stated that he could do the work to make sure that occurs.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

• The Planning Commission stated support for the plan itself and appreciated the trail connections and design of the building into the hillside. The proposed use is a needed product type in the city, but the sewer issue unfortunately pushes the decision to be negative.

- The unit types, owner-occupancy, and location all help to pull support for the proposal; a single-family subdivision or agricultural use at the location do not seem to fit.
- There was some discussion about the sewer constraints and needed infrastructure projects to make this proposal work. There was a desire from the Planning Commission to have more specific and detailed information on what the costs would be to get this project to work.
- This would be a change from the General Plan, but the location seems to call for a project similar to what is being sought.
- The Commission discussed their desire to look deeper into the sewer costs, the traffic study, and any issues with access to the site with future UDOT projects.
- The Commission confirmed with staff that approval of a concept plan is still dependent on the zone change and would simply indicate support for the proposal for the future. They also wanted some clarity on the project area as it relates to units per acre (density) and hoped that could be made clearer for future meetings.
- A straw poll was completed to indicate that despite the General Plan designation of the property, the proposed zone change for the 2.74-acre project area would be supported by the Planning Commission: supported 8:0.
- A second straw poll was completed to indicate that with the guarantee of owner-occupancy that the sewer capacity is the only obstacle to the Planning Commission recommending approval of the zone change: supported 6:2 (Commissioners Jensen and South indicating that access to the site was an additional concern).

Planning Commission Chair	
Director of Development Services	

See Key Land Use Policies of the Provo City General Plan, applicable <u>Titles of the Provo City Code</u>, and the <u>Staff Report to the Planning Commission</u> for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

<u>Legislative items</u> are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) may be appealed by submitting an application/notice of appeal, with the required application and noticing fees to the Community and Neighborhood Services Department, 330 West 100 South, Provo, Utah, within fourteen (14) calendar days of the Planning Commission's decision (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

BOUNDARY DESCRIPTION LOT 2 PARCEL CIRQUE CONDOS LLC PROVO, UTAH

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 3 EAST, S.L.B.&M., PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE N.00°53'07"W. A DISTANCE OF 1101.15 FEET; THENCE EAST A DISTANCE OF 891.97 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HIGHWAY 189 (UNIVERSITY AVENUE), SAID POINT BEING A POINT OF CURVATURE OF A 5358.71-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY A DISTANCE OF 454.75 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04°51'44" AND A CHORD THAT BEARS N.04°17'05"W. A DISTANCE OF 454.62 FEET; THENCE N.80°37'00"E. A DISTANCE OF 277.70 FEET; THENCE S01°01'44"E. A DISTANCE OF 408.46 FEET; THENCE S.64°36'14"W. A DISTANCE OF 12.06 FEET; THENCE S.28°26'35"W. A DISTANCE OF 54.48 FEET; THENCE WEST A DISTANCE OF 32.98 FEET; S.09°43'00"W. A DISTANCE OF 37.69 FEET; THENCE WEST A DISTANCE OF 171.17 FEET; TO THE POINT OF BEGINNING.

CONTAINING 119,528 SQ.FT. OR 2.74 ACRES.

BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.



Planning Commission Hearing Staff Report Hearing Date: April 10, 2024

*ITEM #1 David Bragonje requests a Zone Map Amendment from the A1.5 (Agricultural) Zone to the PRO-A10 (Arbors on the Avenue) Zone in order to construct a new 66-unit condo building, located approximately at 5610 N University Ave. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20230325

Applicant: David B Bragonje

Staff Coordinator: Aaron Ardmore

Property Owner: CIRQUE CONDOS LLC

Parcel ID#: 20:014:0051; 20:014:0066; 20:014:0065; 20:014:0102; 20:014:0103;

20:014:0108

Acreage: 7.84 (2.85-acre project area)

Number of Properties: 6

ALTERNATIVE ACTIONS

- 1. **Approve** the requested Zone Map Amendment. *This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.*
- 2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is April 24, 2024, at 6:00 P.M.*

Current Legal Use: There are no current established uses on the property.

Relevant History: A portion of this property was graded in 2018. As the applicant went through staff review with his proposal, Public Works discovered a sewer capacity issue in the "freedom trunkline" that would not allow this project to move forward without large infrastructure improvements (see attached "Freedom Trunkline ERC memo"). The applicant has updated his request to the Arbors on the Avenue PRO Zone to address some of the earlier concerns with the HDR Zone.

Neighborhood Issues: This item was discussed at the January 24, 2024 District 1 Neighborhood meeting. There was more support for a Medium Density project (up to 30 units/acre) than a High Density project (up to 50 units/acre). The following were listed as specific concerns:

- Traffic on Indian Hills Road/Canyon Road
- Developing more than the described 2.85 acres
- Allowable building height in the HDR Zone

Summary of Key Issues:

- The request has changed from asking for the HDR Zone to the PRO-A10 Zone.
- The proposal is for 66 condominium units.
- The limits on sewer connections for this property restrict the staff from recommending approval.

Staff Recommendation: That the Planning Commission recommend denial of the proposed rezone to the City Council.

OVERVIEW

David Bragonje is requesting a zone map amendment from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone in order to build a 66-unit residential condominium project at the mouth of Provo Canyon, approximately 5610 North University Avenue. This site has been left vacant since a grading on a portion of the site was done in 2018.

The proposal is to build a four-story condo building with underground and surface parking, accessed from Indian Hills Road. The concept plan shows twenty-three (23) three-bedroom units, thirty-one (31) two-bedroom units, and twelve (12) one-bedroom units, along with some amenity areas on each level. The site includes additional gathering space amenities, including a dog park, hot tub area, and trail connections.

The property around the site is vacant, open land to the north and east in the Agricultural (A1) and Open Space, Preservation, and Recreation (OSPR) Zones. To the south is a power station for Provo Power and the Indian Trail trailhead and parking lot. Further south, within approximately 500 feet south along Canyon Road, there are four to five single-family homes on Utah County land, with some agricultural uses. West, across University Avenue, there is a developing commercial center at 5609 N University Ave in the CG (General Commercial) Zone, and future office development in the PO (Professional Office) Zone to the southwest.

While additional housing is needed in Provo, and adding this type of housing in the northeast would be a benefit, Public Works Staff have found that there is not enough sewer infrastructure to support this rezone. In the attached Freedom Trunkline ERC memo, it concludes that the amount of property already zoned for development will use the remaining capacity of this sewer system due to several constraint points in the line that come with very high price tags to correct. These sewer improvements are not within the five-year improvement plans for Public Works, and therefore, staff must recommend denial on the requested zone change.

FINDINGS OF FACT

- 1. The current zones on the property are the A1.5 and OSPR Zones (*Chapters 14.08, 14.33, Provo City Code*).
- 2. The proposed zone is the PRO-A10 Zone (Chapter 14.50(10), Provo City Code).
- 3. The proposed parking is 140 stalls.

4. The required parking is 140 stalls (Section 14.37.060, Provo City Code).

STAFF ANALYSIS

To evaluate this proposal staff will address the criteria on page 47 of the General Plan ("evaluating proposed rezone applications for housing developments") and the Provo City Code Subsection 14.02.020 for zone map amendments.

The following are questions asked of any residential zone change from Chapter Four of the General Plan: (staff responses in bold)

- 1. Would the rezone promote one of the top 3 housing strategies; (1) a mix of home types, sizes, and price points, (2) promote ADU's and infill development, and (3) recognize the value of single-family neighborhoods?
 - The proposal would bring a mix of housing types for this area of the city, stacked condos are not the predominant housing type of North Timpview and providing these with a variety of floor plans and bedroom counts would create opportunities for a variety of price points.
 - The proposal would not promote ADU's or infill development, as this is not an infill piece of land and ADU's would not be possible.
- 2. Are utilities and streets currently within 300 feet of the property proposed for rezone? Utility connections and service are the primary reason that staff cannot recommend approval for this rezone. Though there are utilities within 300 feet to connect to, there are issues down the line with utilities that do not have capacity for this proposal.
- 3. Would the rezone exclude land that is currently being used for agricultural use?

 There are no agricultural uses within the development area of the rezone request.
- 4. Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations?
 - The closest public transit stop is on River Park Drive for Route 834, about 0.4 miles away.
- 5. Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands?
 - There are no hazards or sensitive lands within the proposed rezone.
- 6. Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property?
 - There is no on-street parking on nearby adjacent roadways, so the owners and guests of this development would have to park within the project.
- 7. Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied?

Since the proposal is for condominiums, this rezone *could* facilitate owner-occupied units; but there has been no guarantee made by the applicant at this time.

8. Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI?

The rezone *could* facilitate attainable housing units, but there has been no indication of that being part of the proposal.

In addition to the above questions, Subsection 14.02.020 of the Provo City Code helps to identify whether the proposed amendment is in the interest of the public and consistent with the General Plan goals and objectives. The following guidelines are for that purpose: (staff responses in bold)

- (a) Public purpose for the amendment in question.
 - The applicant has stated that the public purpose for the amendment is to improve a blighted property, which would enhance the aesthetic of the area, facilitate infrastructure improvements, and provide more residential units.
- (b) Confirmation that the public purpose is best served by the amendment in question.

 The proposed amendment may or may not be the best solution for the property.

 However, due to the sewer constraints, the public would not be well-served by the proposal increasing density that would create need for expensive infrastructure projects that are not currently in the budget.
- (c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.
 - While the proposal does meet some goals for housing like "allow for different types of housing in neighborhoods" and to "increase the number of housing units of all types across the whole of Provo in appropriate and balanced ways" (goals 1 and 2 of Chapter 4), there are also specific policies which the proposal does not meet like ensuring that there is adequate infrastructure for development.
- (d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated. The timing of this proposal is premature. Allowing the city to analyze current infrastructure and future needs, and then budget for those needs should come before any additional density increases in this part of the city.
- (e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.
 - Rezoning this property now would hinder the ability of the city to "provide services across the city" (goal 1 of Chapter 7).
- (f) Adverse impacts on adjacent land owners.

Adverse impacts associated with this rezone are far-reaching, more than the adjacent land owners would be impacted by approving a zone change that the sewer infrastructure cannot handle.

- (g) Verification of correctness in the original zoning or General Plan for the area in question. **The zoning and General Plan are correct.**
- (h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

APPLICABLE ZONING CODES

15.03.100 Adequate Public Facilities.

Land shall be developed where existing infrastructure is in place or will be timely provided to service proposed development. For each such development an analysis shall be completed to determine whether adequate public facilities are available to service the development and whether the development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. A proposed development shall not be approved if demand for public services is shown to exceed accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to accepted norms.

<u>CONCLUSIONS</u>

Though staff have taken the time to evaluate this proposal and help the applicant find ways to handle the zoning standards, the big issue remains the infrastructure limitations. A similar proposal on a future year may be appropriate in helping fill housing needs, but this proposal is untimely considering current infrastructure constraints. The above reasoning and code section on adequate public facilities leaves staff without a feasible alternative to denial of this request at this time.

ATTACHMENTS

- 1. Freedom Trunkline ERC memo
- 2. Area Map
- 3. Concept Site Plan
- 4. Zone Map

ATTACHMENT 1 – FREEDOM TRUNKLINE ERC MEMO

Memo

To: Gary Calder

From: Barry Prettyman

Date: March 14, 2024

Re: Freedom Trunkline Sewer ERC

The 2021 Wastewater Collection System Master Plan establishes the capacity of the existing and future wastewater collection system in Provo City based on land uses and population densities in the Provo City General Plan.

Part of the Master Plan focused specifically on the Freedom Trunkline. This area has seen several new projects that were not previously planned. Bowen Collins was asked to indicate existing (2021) capacity on the Freedom trunkline so Public Works could observe growth in the area and plan improvement projects accordingly. The results showed that 718 equivalent residential connections (ERC's) could be installed before any deficiencies appeared in the model and projects were needed.

Public Works has been asked how many ERC's have been accounted for and how many remain on the Freedom trunkline. The estimated number of allocated ERC's were found by looking at approved developments since 2021. There are an estimated 398 ERC's that have been allocated since 2021. That leaves a remainder of 320 ERC's on the Freedom trunkline before deficiencies are expected and projects are needed. The larger developments used to calculate the ERC's include:

- The River District Residential (5448 N River Run Drive) 195 ERCs
- Timpanogos Towers (1918 N Canyon Road) 120 ERCs
- Miscellaneous Residential and Commercial Development 83 ERCs
- The Provo River Water Treatment Plant (2025 N Freedom Blvd.) Number of ERCs vary

There are a number of developments that are still in the planning phases of design but have not received approval. These developments include but are not limited to:

- The Harris Building (312 S University)
- Blue Haven (950 N University)
- . Millrace Apartments Future Phase (77 W 500 S)
- Legacy Village Phase II (4093 N 100 E)

If these developments are added to the existing ERC's, then <u>the ERC's allocated for the existing Freedom trunkline will be exceeded.</u>

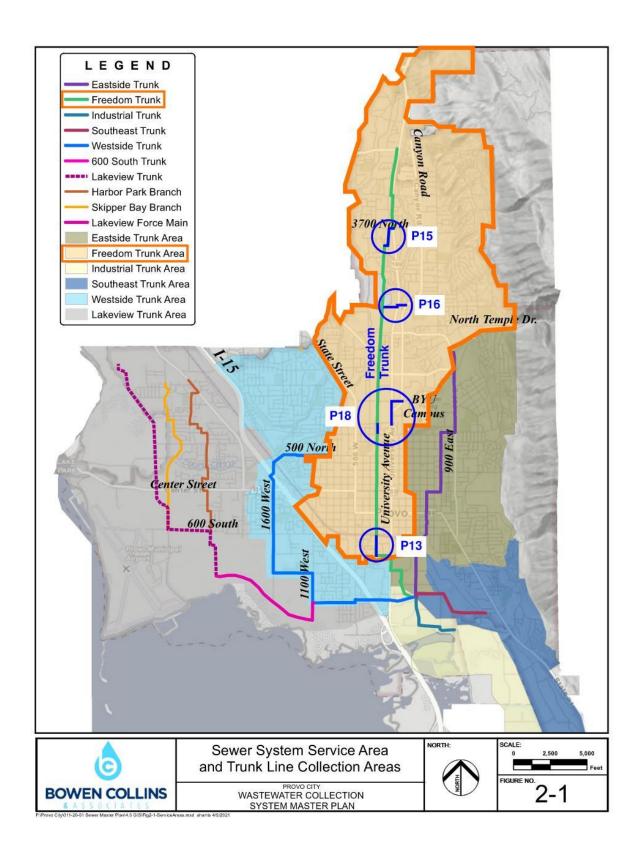
The highlighted trunkline in Figure 2-1 shows the Freedom trunkline and the area that feeds into it. The areas of most concern have been highlighted in the circles for clarity. Projects are identified in the Master Plan and costs for each project were estimated. If all projects are completed, the Freedom trunkline will have additional capacity. The project number is listed next to the circles. Each of the projects was expected to be outside of the 10-year window in 2021. A cost (in 2021 dollars) and a brief description for each project arranged from south to north is as follows:

- P13 (\$1,221,000) Freedom Blvd. from the Provo FrontRunner tracks to 920 South —
 The project begins just south of the railroad tracks and stretches down to 920 South.
 The recommended replacement pipe diameter for this project is 30-inch.
- P18 (\$3,148,000) University Ave./ Cougar Blvd from 150 East to 800 North and Freedom Blvd. from 950 North to 800 North – This Project is the result of the increasing student population at Brigham Young University (BYU) and the corresponding increased flows expected in the future. It is recommended that the current pipe diameters be increased to 18-inch along Cougar Blvd and University Ave., and 27-inch along Freedom Blvd.
- P16 (\$1,343,000) 2680 North This stretch of pipe is 10-inch and is smaller in diameter than upstream pipes (which are 15-inch). The pipes are on steep slopes, so have not exhibited any hydraulic deficiencies yet, but will at buildout unless replaced with 15-inch diameter pipe.
- P15 (\$1,729,000) University Ave. from 3700 North to 3470 North This Project is located along the pipeline that leads to the Provo Canyon. These pipelines are deficient only under planned buildout conditions. If the City decides to connect future flows from Provo Canyon, it is critical that the City monitor this area. It is recommended that the pipe be upsized to a 15-inch diameter to accommodate the buildout growth (without Provo Canyon). If Provo Canyon were added, this size would need to be re-assessed.

It should also be noted that the projects listed above provide additional capacity for minimal cost. Any additional capacity beyond this would require significant changes to Provo's sewer collection system and costs would increase significantly.

Thank you,

Barry Prettyman, P.E.



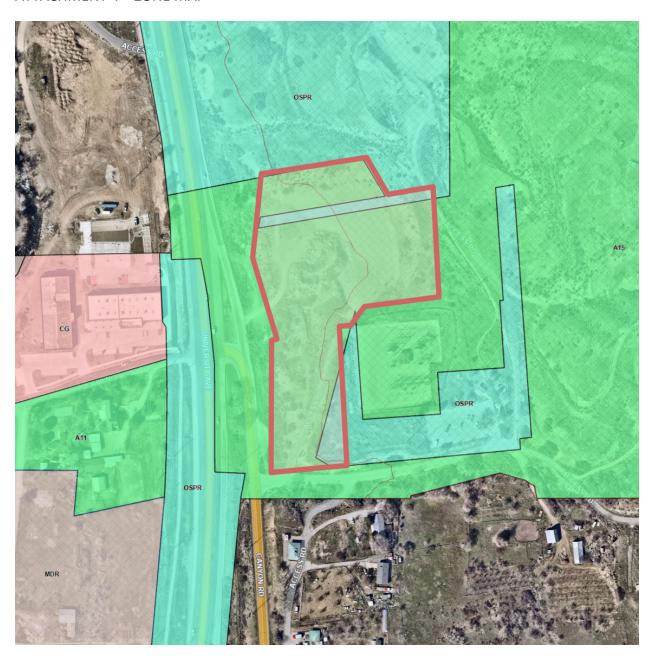
ATTACHMENT 2 – AREA MAP



ATTACHMENT 3 – CONCEPT SITE PLAN



ATTACHMENT 4 – ZONE MAP



PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: AARDMORE

Department: Development Services

Requested Meeting Date: 06-18-2024

SUBJECT: Ordinance amending Zone Map Classification of 1630 S Nevada Ave from

Public Facilities-Critical Hillside Overlay (PF(CH)) and Agricultural (A1.1) Zones to One-Family Residential-Performance Development Overlay

(R1.8(PD)) Zone - Provost (PLRZ20240047)

RECOMMENDATION: That the City Council approve the requested Zone Map Amendment with the draft Development Agreement.

BACKGROUND: Provo City is requesting a zone map amendment from the PF(CH) and A1.1 (Agricultural) Zone to the R1.8(PD) Zone in order to allow development of 110 single-family, detached homes on property at the corner of Slate Canyon Drive and Nevada Avenue. This project is in partnership with Anderson Development, who have provided all the civil and architectural plans for the proposal.

The subject property is within the Critical Hillside Overlay Zone (CHOZ) and this zone change proposal would remove the property from the CHOZ. It is the position of Staff that the subject property should not have been included in the CHOZ for the following reasons:

- 1. The genesis of the CHOZ was to add protection to sensitive lands, protect 30% slopes and ridgelines and to protect public trails and/or public access to trails.
- 2. The CHOZ does not disallow development but was established to require that development of sensitive lands work with the natural contours and avoid mass grading. The subject property does not include 30% slopes or a ridgeline. The average grade across the area proposed for development is 15-16%, which is developable land according to Provo City Code. The proposal respects the hillside area by rerouting and improving the debris flow (the only known natural hazard on the property), providing public access and a new trailhead to the trail systems, reducing cuts / fills of the hillside for streets / retaining walls, and clustering the homes in the flattest area of the property. All these things are consistent with the requirements of the CHOZ. By clustering the housing in the flattest areas, by leaving 40% of the subject property in open space and by orienting roads to follow contours to minimize cuts and fills, this development is consistent with the intent of the CHOZ.

There is one requirement of the CHOZ that this proposal does not meet. Section 14.33A.090(2) limits areas of disturbance of newly platted lots to 40%. To allow for clustering of homes, the smallest lots are 6,0000 sf which makes the 40% development restriction problematic.

Staff have worked closely with Anderson Development in creating plans that provide the best outcomes for the future residents and for the city. The lots range in size and create

a very livable community with added amenities of a trailhead parking lot, open spaces, play areas, community gardens, pickleball courts, and entry features.

The surrounding area includes the open hillside to the east in the PF (Public Facilities) Zone, townhomes to the north in the LDR (Low Density Residential) Zone, single-family homes to the northwest in R2(PD) (Two-Family Residential) and R1.10 Zones, a future park to the west in the OSPR (Open Space, Preservation, and Recreation) Zone, a church and school to the south in the PF Zone, and additional single-family homes to the south in the R1.6(PD) and R1.6 Zones.

FISCAL IMPACT: Yes

PRESENTER'S NAME: Bill Peperone

REQUESTED DURATION OF PRESENTATION: 25 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

Residential projects are evaluated by two different criteria in the General Plan. The first criteria are found on page 45 of the General Plan, as follows: (responses in bold) Would the rezone promote one of the top 3 housing strategies?

- ? Promote a mix of home types, sizes, and price points Yes, the developer has provided ten different house plans to be used throughout the site, ranging from 1,824 sq. ft. to 3,080 sq. ft.
- ? Support zoning to promote ADUs and infill development No, ADUs are not currently being considered for this development.
- ? Recognize the value of single-family neighborhoods Yes, the plan provides 110 new single-family homes adjacent to other single-family neighborhoods.
- Are utilities and streets currently within 300 feet of the property proposed for rezone? Yes, utilities and streets are available with Slate Canyon Drive and Nevada Avenue.
- Would the rezone exclude land that is currently being used for agricultural use? There are no current agricultural uses on the land.
- Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? Yes, the bus stop at 1970 S State Street is approximately 0.44 miles away.
- Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? Yes, the developer has designed the site to allow for debris flow to safely be handled and planned the homes away from geologically sensitive lands to the east.
- Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? Staff do not believe so. The development has four off-street spaces at each lot. Additionally, the homes will not front Nevada Avenue or Slate Canyon Drive and with no immediate access from these roads to the proposed homes parking on these streets would not be considered convenient for the homeowners. This development is self-contained so spillover parking appears unlikely.
- If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? Not applicable.
- Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? From the beginning, Staff indicated that the subject property

could not exceed four dwelling units per acre, the homes must be single-family detached and that the homes must be for sale to private owners. It would be well for Anderson Development to reiterate agreement with these objectives. It was never imagined that the homes would be "affordable" as defined by HUD, but Anderson Development has worked with Staff to keep the homes as achievable as possible. In addition to the above criteria, Section 14.02.020 of the Provo City Code gives staff opportunity to make sure that the proposed zone map amendment complies with other aspects of the General Plan, as follows: (staff responses in bold)

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

Anderson Development provided the following public purpose, "based on the topography and certain natural and man-made land impediments, the zone change to R1.8(PD) would allow greater flexibility in the configuration of buildings on the site. The goal . . . is to provide a complete and more integrated site plan with varied lot sizes and unique amenities within the development".

- (b) Confirmation that the public purpose is best served by the amendment in question. Staff agree with the above statement from the developer. Additionally, the city is in great need of more single-family housing and this proposal helps to meet that public purpose to provide housing.
- (c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

Anderson Development provided the following in response to compliance with the General Plan, "the zone change is consistent with Provo City's current General Plan and synonymous with existing surrounding land use. The project will provide a mix of single-family housing sizes [goal 1, chapter 4], creating a vibrant and diverse neighborhood. It will provide over 4 acres of recreational open space . . . [goals 2 and 4, chapter 8]. In addition, the project's close proximity to Spring Creek Elementary School will provide families and students with a safe walkable environment [goals 1 and 2, chapter 6].

- (d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated. Not applicable.
- (e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.

The proposed amendment should not hinder or obstruct attainment of the articulated policies. The plan respects the policies and goals of the Hills and Canyons plan by adhering to the goals in Chapter 3 (the Built Environment) of that plan. It also addresses the General Plan goals, as stated above.

(f) Adverse impacts on adjacent landowners.

Adverse impacts should be limited to increased traffic on Nevada Avenue and Slate Canyon Drive, headed south to State Street.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Staff have verified that the zoning and General Plan designation are correct.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies. The policies take precedent in this proposal.

CITYVIEW OR ISSUE FILE NUMBER: PLRZ20240047

1	ORDINANCE 2024
2	
3	AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF
4	REAL PROPERTY, GENERALLY LOCATED AT 1630 S NEVADA
5	AVENUE, FROM THE PUBLIC FACILITIES WITH CRITICAL HILLSIDE
6	OVERLAY (PF(CH)) AND AGRICULTURAL (A1.1) ZONES TO THE ONE
7	FAMILY RESIDENTIAL WITH PERFORMANCE DEVELOPMENT
8	OVERLAY (R1.8(PD)) ZONE. PROVOST SOUTH NEIGHBORHOOD.
9	(PLRZ20240047)
10	
11	RECITALS:
12	
13	It is proposed that the classification on the Provo Zoning Map for approximately 30 acres
14	of real property, generally located at 1630 S Nevada Avenue (an approximation of which is shown
15	or described in Exhibit A and a more precise description of which is attached as Exhibit B), be
16	amended from the Public Facilities with Critical Hillside Overlay (PF(CH)) and Agricultural
17	(A1.1) Zones to the One Family Residential with Performance Development Overlay (R1.8(PD))
18	Zone; and
19	
20	On May 22 nd , 2024, the Planning Commission held a public hearing to consider the
21	proposal, and after the hearing the Planning Commission recommended approval of the proposal
22	to the Municipal Council by a 7:0 vote; and
23	
24	The Planning Commission's recommendation was based on the project design presented
25	to the Commission; and
26	
27	On Jun 18th, 2024, the Municipal Council met to determine the facts regarding this matter
28	and receive public comment, which facts and comments are found in the public record of the
29	Council's consideration; and
30	
31	After considering the Planning Commission's recommendation and the facts presented to
32	the Municipal Council, the Council finds that (i) the Provo Zoning Map should be amended as
33	set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens
34	of Provo City.
35	
36	THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:
37	
38	PART I:
39	

The classification on the Provo Zoning Map is amended from the Public Facilities with Critical Hillside Overlay (PF(CH)) and Agricultural (A1.1) Zones to the One Family Residential with Performance Development Overlay (R1.8(PD)) Zone for the real property described in this ordinance.

PART II:

The Mayor is authorized to negotiate and execute a development agreement as proposed by the applicant for this zone change, consistent with the representations made by the applicant and the applicant's representatives to the Council. The agreement must be in form substantially similar to the draft attached as Exhibit C. An executed copy of the agreement will be attached as Exhibit D after execution. The zone map classification change described in Part I is not effective until the date of final execution of the development agreement.

PART III:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

E. Notwithstanding any provision or language to the contrary in this ordinance, if the Development Agreement authorized in Part II has not been fully executed by the necessary parties within one year from the date of the Municipal Council's approval of this ordinance, the entire ordinance expires, becoming null and void as if it had never been approved. Because the zone map classification change contemplated in Part I cannot come into effect if the Development Agreement is not executed, neither the applicant nor any successor(s) in interest has any vested rights under this ordinance if it expires.

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Legal Descriptions

22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.

AREA 12.268 AC.

22:048:0068

Legal Description: COM S 1526.61 FT & E 181.93 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 65 DEG 26' 55" E 276.61 FT; S 31 DEG 5' 59" E 334.44 FT; S 59 DEG 19' 1" W 158.71 FT; S 15 DEG 6' 32" E 41.53 FT; N 59 DEG 18' 59" E 144.18 FT; N 30 DEG 40' 57" W 39.02 FT; N 59 DEG 19' 1" E 25.68 FT; S 31 DEG 5' 59" E 119.83 FT; S 84 DEG 3' 34" E 570.09 FT; S 31 DEG 5' 58" E 137.06 FT; S 77 DEG 41' 0" W 479.43 FT; S 71.33 FT; N 83 DEG 36' 38" E 225.88 FT; N 30 DEG 41' 0" W 97.9 FT; N 77 DEG 41' 0" E 300.85 FT; S 31 DEG 5' 59" E 275.08 FT; S 15 DEG 17' 59" E 207.9 FT; S 89 DEG 35' 1" W 130.02 FT; N 40.06 FT; W 173.06 FT; N 41 DEG 2' 7" W .02 FT; W 102 FT; N 89 DEG 59' 56" W 389.03 FT; S 12 DEG 7' 59" W 30.7 FT; E 17.09 FT; S 12 DEG 8' 0" W 15.15 FT; S 89 DEG 34' 59" W 14.25 FT; S 11 DEG 44' 7" W 67.85 FT; N 72 DEG 30' 16" W 86.37 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 21' 44" W 222.49 FT, RADIUS = 272.04 FT); N 24 DEG 13' 13" W 155.25 FT; N 64 DEG 43' 10" E 234.31 FT; S 15 DEG 6' 28" E 30.48 FT; N 70 DEG 7' 20" E 75.98 FT; N 18 DEG 51' 47" W 38.4 FT; S 64 DEG 43' 10" W 308.84 FT; N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 41' 55" E 230.82 FT, RADIUS = 683.84 FT) TO BEG.

AREA 17.210 AC.

22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.

AREA .13 AC.

22:048:0007

Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

AREA .37 ACRE.

22:048:0006

Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

AREA .06 ACRE.

84 85 86

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86 87

88	EXHIBIT C
89 90	DEVELOPMENT AGREEMENT
91	FOR
92	Buckley Draw
93	
94	(1630 S Nevada Avenue)
95	
96	THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the day
97	of, 2024 (the "Effective Date"), by and between the CITY OF PROVO, a Utah municipal
98	corporation, hereinafter referred to as "City," and Anderson Development, a Utah limited liability
99	company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively
100	referred to as "Parties."
101	RECITALS
102	A. Developer is the owner of approximately 30 acres of land located within the City of
103	Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by
104	reference (the "Property").
105	Declared 40th 2024, the City Council argument Ordinary
105 106	B. On June 18 th , 2024, the City Council approved Ordinance, vesting zoning (the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached
107	hereto and incorporated herein by reference, which will govern the density, development and use of the
108	Property (said density, development, and use constituting the "Project").
100	Troperty (Sala defisity, development, and ase constituting the Troject).
109	C. Developer is willing to design and construct the Project in a manner that is in harmony
110	with and intended to promote the long range policies, goals, and objectives of the City's general plan,
111	zoning and development regulations in order to receive the benefit of vesting for certain uses and
112	zoning designations under the terms of this Agreement as more fully set forth below.
113	D. The City Council accepted Developer's proffer to enter into this Agreement to
114	memorialize the intent of Developer and City and decreed that the effective date of the Vesting
115	Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a
116	public record on title of the Property in the office of the Utah County Recorder.
117	E. The City Council further authorized the Mayor of the City to execute and deliver this
118	Agreement on behalf of the City.
119	F. The City has the authority to enter into this Agreement pursuant to Utah Code Section
120	10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the
121	Developer for the purpose of guiding the development of the Property in accordance with the terms and
122	conditions of this Agreement and in accordance with applicable City Ordinances.
123	G. This Agreement is consistent with, and all preliminary and final plats within the Property
124	are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision
125	Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

126 The Parties desire to enter into this Agreement to specify the rights and responsibilities 127 of the Developer to develop the Property as expressed in this Agreement and the rights and 128 responsibilities of the City to allow and regulate such development pursuant to the requirements of this 129 Agreement. 130 The Parties understand and intend that this Agreement is a "development agreement" ١. 131 within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102. 132 J. The Parties intend to be bound by the terms of this Agreement as set forth herein. 133 134 **AGREEMENT** 135 NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good 136 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and 137 the Developer hereby agree as follows: 138 Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this 139 Agreement, as a substantive part hereof. 140 Zoning. The Property shall be developed in accordance with (i) the requirements of the 141 R1.8(PD) Zone, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. 142 The Developer shall not seek to develop the Property in a manner that deviates materially from the 143 Concept Plan as permitted by the aforementioned zoning designations for the Property. 144 Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and 145 146 general configuration for the Project. The Project shall be developed by the Developer in accordance 147 with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material 148 149 variations to the Concept Plan, as defined and approved by the City's Community Development Director, 150 such as exact building locations, exact locations of open space and parking may be varied by the 151 Developer without official City Council or Planning Commission approval. Such variations however shall 152 in no way change the maximum density, use and intensity of the development of the Project. 153 Additional Specific Developer Obligations. As an integral part of the consideration for 4. 154 this agreement, the Developer voluntarily: 155 Agrees that Developer will, as part of the Project, establish a Homeowners' 156 Association (HOA) covering the Project area and will record Covenants, Conditions, and Restrictions (CC&Rs) for the HOA prior to seeking any certificate of occupancy for the Project. 157 Further, agrees that the City may refuse to issue certificates of occupancy if the terms of the 158 159 CC&Rs do not meet the requirements of this Section 4; 160 Acknowledges that Accessory Dwelling Units (ADUs) are not a permitted use in 161 the Project area under current Provo City Code, and agrees that the CC&Rs, to the extent 162 permitted by state law, will prohibit the owners of units within the Project from applying for or

163 obtaining a special use permit for an ADU, as described in Provo City Code Section 14.30.040, as 164 it may be amended. 165 Agrees that the materials will be as shown in the concept plan elevations and 166 consist of LP siding on the majority of the building façade. 167 d. Agrees that the amenities will be, and may only be, constructed as shown in the concept plan. Further, the amenities must be maintained by the HOA, except the Trailhead 168 169 amenities. The Trailhead amenities are the restrooms, trailhead parking lot, and trail east of the parking lot and will be constructed and maintained by City. 170 Agrees to dedicate to the City the open space east of the most easterly road, 171 e. 172 which open space will be maintained by the City. 173 f. Agrees to include in the CC&R's a requirement that all units may only be owner-174 occupied for the first year after the original purchase and after every subsequent change in 175 ownership. 176 Agrees and guarantees cost sensitivity in base sales price of homes. g. 177 Agrees that the HOA must maintain front yard landscaping for all homes. h. 178 Agrees to design and install lighting on site that serves to protect dark skies and 179 to include in the CC&R's a requirement that the HOA and unit owners may not install or use 180 lighting that does not reasonably fulfill this purpose. Construction Standards and Requirements. All construction on the Property at the 181 direction of the Developer shall be conducted and completed in accordance with the City Ordinances, 182 183 including, but not limited to setback requirements, building height requirements, lot coverage 184 requirements and all off-street parking requirements. 185 6. Vested Rights and Reserved Legislative Powers. 186 a. Vested Rights. As of the Effective Date, Developer shall have the vested right to 187 develop and construct the Project in accordance with the uses, maximum 188 permissible densities, intensities, and general configuration of development 189 established in the Concept Plan, as supplemented by the Vesting Ordinance and this 190 Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to 191 192 Developer under this Agreement are contractual and also those rights that exist 193 under statute, common law and at equity. The Parties specifically intend that this 194 Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509. 195 196 i. Examples of Exceptions to Vested Rights. The Parties understand and agree 197 that the Project will be required to comply with future changes to City Laws 198 that do not limit or interfere with the vested rights granted pursuant to the 199 terms of this Agreement. The following are examples for illustrative

200 purposes of a non-exhaustive list of the type of future laws that may be 201 enacted by the City that would be applicable to the Project: 202 1. Developer Agreement. Future laws that Developer agrees in writing 203 to the application thereof to the Project; 204 2. Compliance with State and Federal Laws. Future laws which are 205 generally applicable to all properties in the City and which are 206 required to comply with State and Federal laws and regulations 207 affecting the Project; 208 3. Safety Code Updates. Future laws that are updates or amendments 209 to existing building, plumbing, mechanical, electrical, dangerous 210 buildings, drainage, or similar construction or safety related codes, 211 such as the International Building Code, the APWA Specifications, 212 AAHSTO Standards, the Manual of Uniform Traffic Control Devices 213 or similar standards that are generated by a nationally or statewide 214 recognized construction/safety organization, or by the State or 215 Federal governments and are required to meet legitimate concerns 216 related to public health, safety or welfare; or, 217 4. Taxes. Taxes, or modifications thereto, so long as such taxes are 218 lawfully imposed and charged uniformly by the City to all 219 properties, applications, persons and entities similarly situated. 220 5. Fees. Changes to the amounts of fees for the processing of 221 Development Applications that are generally applicable to all 222 development within the City (or a portion of the City as specified in 223 the lawfully adopted fee schedule) and which are adopted pursuant 224 to State law. 225 6. Impact Fees. Impact Fees or modifications thereto which are 226 lawfully adopted, imposed and collected. 227 b. Reserved Legislative Powers. The Developer acknowledges that the City is 228 restricted in its authority to limit its police power by contract and that the 229 limitations, reservations and exceptions set forth herein are intended to reserve to 230 the City all of its police power that cannot be so limited. Notwithstanding the 231 retained power of the City to enact such legislation of the police powers, such 232 legislation shall not modify the Developer's vested right as set forth herein unless 233 facts and circumstances are present which meet the exceptions to the vested rights 234 doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, 235 and Management Act, as adopted on the Effective Date, Western Land Equities, Inc. 236 v. City of Logan, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to 237 the doctrine of vested rights recognized under state or federal law. 238 7. Default. An "Event of Default" shall occur under this Agreement if any party fails to

perform its obligations hereunder when due and the defaulting party has not performed the delinquent

obligations within sixty (60) days following delivery to the delinquent party of written notice of such

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241242243	day period, a party shall not be in defa	egoing, if the default cannot reasonably be cured within that 60- nult so long as that party commences to cure the default within nues such cure in good faith until complete.			
243	that ob-day period and diligently conti	nues such cure in good faith until complete.			
244	a. Remedies. U	pon the occurrence of an Event of Default, the non-defaulting			
245		ercise all of the following rights and remedies against the			
246	defaulting party:				
247	_	hts and remedies available at law and in equity, including			
248		fic performance, and termination, but not including damages or			
249	attorney's fees.				
250	2. The ri	ght to withhold all further approvals, licenses, permits or other			
251		the Project or development activity pertaining to the defaulting			
252	-	his Agreement until such default has been cured.			
253	3. The ri	ght to draw upon any security posted or provided in connection			
254		roject by the defaulting party.			
255	The rights and remedies set forth here	ein shall be cumulative.			
256	8. <u>Notices</u> . Any notices,	requests and demands required or desired to be given hereunder			
257	shall be in writing and shall be served	personally upon the party for whom intended, or if mailed, by			
258	certified mail, return receipt requested	d, postage prepaid, to such party at its address shown below:			
259	To the Developer:				
260	2 3 3 3 2 3 3 3 3 4 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Attn:			
261					
262					
263		Phone:			
264					
265	To the City:	City of Provo			
266	To the City.	Attention: City Attorney			
		445 W Center			
267		Provo, UT 84601			
268					
269		Phone: (801) 852-6140			
270 271	9. General Term and Cor	aditions			
2/1	9. <u>General Term and Cor</u>	iditions.			
272	-	e headings contained in this Agreement are intended for			
273	convenience only and are in n	o way to be used to construe or limit the text herein.			
274	b. <u>Binding Effect</u>	. This Agreement shall inure to the benefit of, and be binding			
275	upon, the parties hereto and their respective heirs, representatives, officers, agents, employees,				
276	members, successors and assigns (to the extent that assignment is permitted). Without limiting				
277	the generality of the foregoing, a "successor" includes a party that succeeds to the rights and				
278	interests of the Developer as evidenced by, among other things, such party's submission of land				
279	use applications to the City relating to the Property or the Project.				

c. <u>Non Liability of City Officials and Employees</u>. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

- d. <u>Third Party Rights</u>. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements
- e. <u>Further Documentation</u>. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- f. <u>Relationship of Parties</u>. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- g. <u>Agreement to Run With the Land</u>. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.
- h. <u>Performance</u>. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.
- i. <u>Applicable Law</u>. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- j. <u>Construction</u>. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- k. <u>Consents and Approvals</u>. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required

320 hereunder from the City shall be given or withheld by the City in compliance with this 321 Agreement and the City Ordinances. 322 Ι. Approval and Authority to Execute. Each of the Parties represents and warrants 323 as of the Effective Date this Agreement, it/he/she has all requisite power and authority to 324 execute and deliver this Agreement, being fully authorized so to do and that this Agreement 325 constitutes a valid and binding agreement. 326 Termination. m. Notwithstanding anything in this Agreement to the contrary, it is agreed 327 328 by the parties hereto that in the event the final plat for the Property has not been 329 recorded in the Office of the Utah County Recorder within ten (10) years from the date 330 of this Agreement (the "Term"), or upon the occurrence of an event of default of this 331 Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting 332 party (i.e., the Developer). The Term may be extended by mutual agreement of the 333 334 Parties. Upon termination of this Agreement for the reasons set forth herein, 335 ii. 336 following the notice and process required hereby, the obligations of the City and the 337 defaulting party to each other hereunder shall terminate, but none of the licenses, 338 building permits, or certificates of occupancy granted prior to expiration of the Term or 339 termination of this Agreement shall be rescinded or limited in any manner. 340 10. Assignability. The rights and responsibilities of Developer under this Agreement may be 341 assigned in whole or in part by Developer with the consent of the City as provided herein. 342 a. Notice. Developer shall give Notice to the City of any proposed assignment and 343 provide such information regarding the proposed assignee that the City may 344 reasonably request in making the evaluation permitted under this Section. Such 345 Notice shall include providing the City with all necessary contact information for the 346 proposed assignee. 347 b. Partial Assignment. If any proposed assignment is for less than all of Developer's 348 rights and responsibilities, then the assignee shall be responsible for the 349 performance of each of the obligations contained in this Agreement to which the 350 assignee succeeds. Upon any such approved partial assignment, Developer shall be 351 released from any future obligations as to those obligations which are assigned but 352 shall remain responsible for the performance of any obligations that were not 353 assigned. 354 c. Grounds for Denying Assignment. The City may only withhold its consent if the City 355 is not reasonably satisfied of the assignee's reasonable financial ability to perform 356 the obligations of Developer proposed to be assigned. 357 d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be 358 bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment. 359

11. <u>Sale or Conveyance</u>. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

- 12. <u>No Waiver</u>. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
- 13. <u>Severability</u>. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.
- 14. <u>Force Majeure</u>. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.
- 15. <u>Amendment</u>. This Agreement may be amended only in writing signed by the Parties hereto.

382 383 384			•		executed this Agreement by and through their by and year first hereinabove written.
385					CITY:
386					
387					CITY OF PROVO
388					
389	ATTECT				
390	ATTEST:				
391	D			D	
392 393	By: City Recorder			Бу	Mayor Michelle Kaufusi
394	City Recorder				iviayor iviichene kaurusi
395					
396					DEVELOPER:
397					DEVELOTER.
398					, a Utah limited liability
399					company
400					
401					Ву:
402					Name:
403					Title:
404					
405					
406					
407	STATE OF UTAH)			
408			:SS		
409	COUNTY OF UTAH)		
410					
411					nally appeared before me, who
412			_		executed the foregoing instrument in his/her
413	official capacity as _		0	f Provo City, a i	municipal corporation of the State of Utah.
414					
414					
415 416					Notary Public
417	STATE OF UTAH	١			Notary Public
417	STATE OF UTAH	,	:ss		
419	COUNTY OF UTAH		.33 }		
420	COONTI OF OTALL		,		
421	On the	day of		. 2024. perso	nally appeared before me, who
422					, a Utah limited
423					trument was signed on behalf of said limited
424					wledged to me that he executed the same.
425					
426					
427					Notary Public

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Exhibit A

Legal Description of the Property

22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.

AREA 12.268 AC.

22:048:0068

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AREA 17.210 AC.

22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.

AREA .13 AC.

22:048:0007

Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

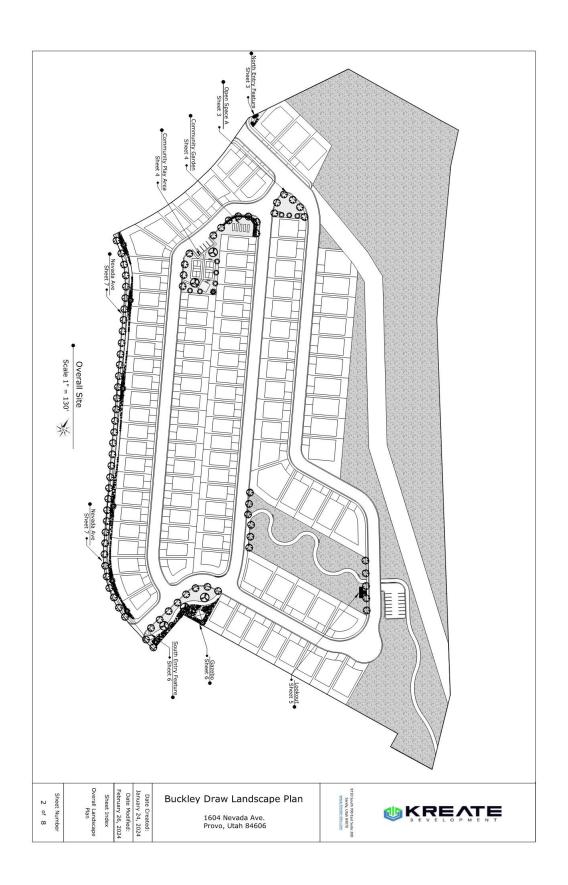
AREA .37 ACRE.

22:048:0006

Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

AREA .06 ACRE.

436	Exhibit B
437	
438	Concept Plans



Basin at Primrose

1,824 finished sq ft $\,\cdot\,$ 2,607 total sq ft

2-story

3 beds · 2.5 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



Basin at Primrose

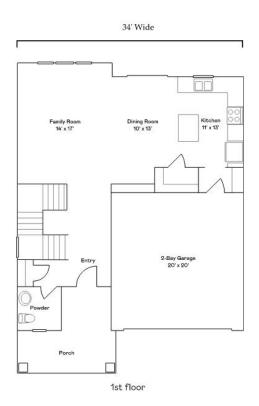
1,824 finished sq ft \cdot 2,607 total sq ft

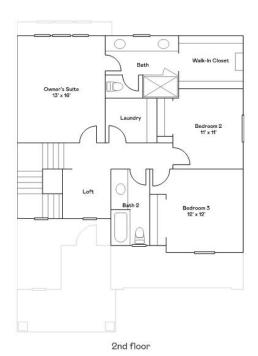
2-story

3 beds · 2.5 baths

Full unfinished basement

2-bay garage





2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



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Pinnacle at Primrose

2,150 finished sq ft \cdot 3,017 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 $\,\cdot\,$ Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



Pinnacle at Primrose

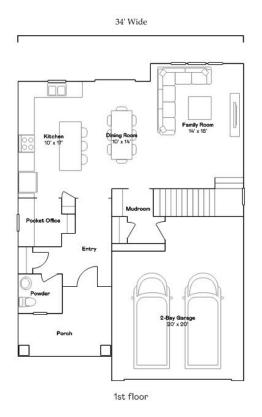
2,150 finished sq ft \cdot 3,017 total sq ft

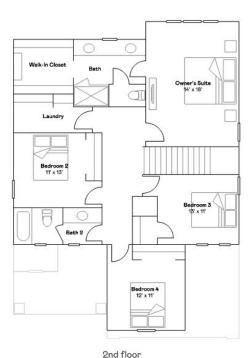
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 $\,\cdot\,$ Full unfinished basement

2-bay garage





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Mesa at Primrose

2,482 finished sq ft \cdot 3,478 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 3 $\,\cdot\,$ Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



Mesa at Primrose 2,482 finished sq ft \cdot 3,478 total sq ft

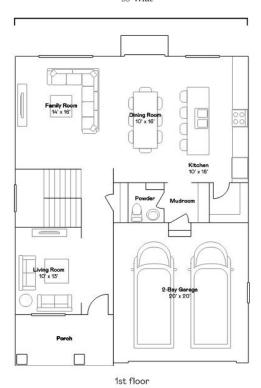
2-story

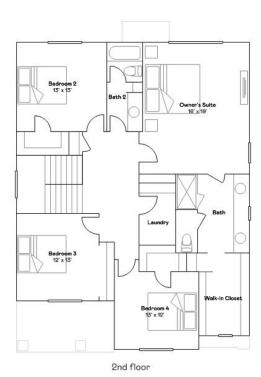
4 beds · 2.5 baths

Optional loft in lieu of bedroom 3 · Full unfinished basement

2-bay garage







2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



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1,768 finished sq ft · 3,413 total sq ft

3 beds · 2 baths Full unfinished basement 2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah

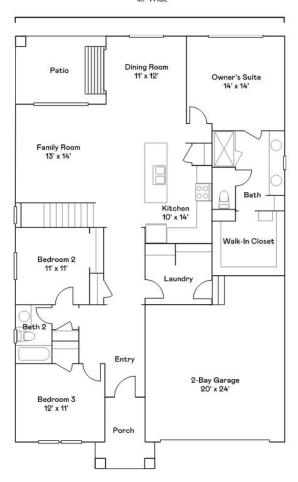




1,768 finished sq ft \cdot 3,413 total sq ft

3 beds · 2 baths Full unfinished basement 2-bay garage

40' Wide



2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



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Sequoia at Primrose

2,424 finished sq ft \cdot 3,492 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 \cdot Full unfinished basement

3-bay tandem garage



Traditional



Comtemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



Sequoia at Primrose 2,424 finished sq ft \cdot 3,492 total sq ft

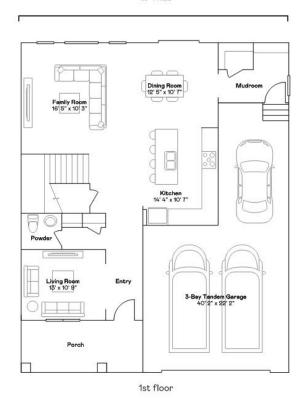
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage

40' Wide





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Redwood

at Primrose

2,777 finished sq ft \cdot 3,921 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

3-bay tandem garage



Traditional



Comtemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



Redwood at Primrose

2,777 finished sq ft \cdot 3,921 total sq ft

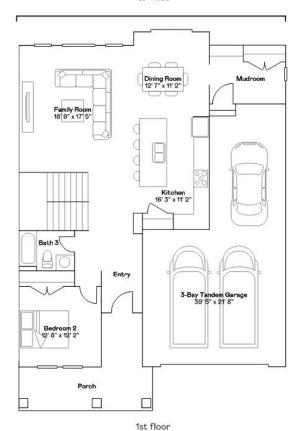
2-story

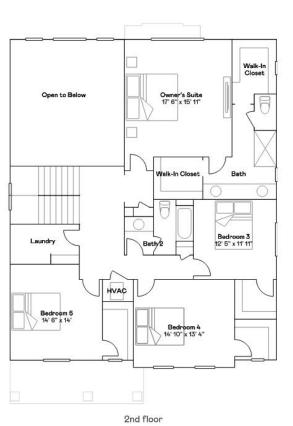
5 beds · 3 baths

Full unfinished basement

3-bay tandem garage

40' Wide





2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



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Cascade at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

1-story

3 beds · 2 baths

Full unfinished basement

2-bay garage



Farmhouse



Traditional



Contemporary







Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

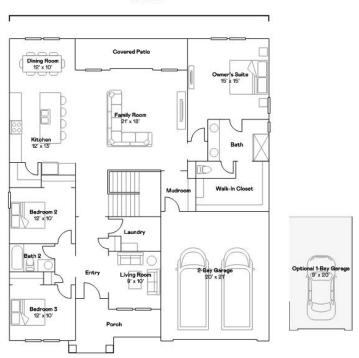
1-story

3 beds · 2 baths

Full unfinished basement

2-bay garage





6588 S. Golden Sunset Circle, West Valley City, UT 84081 801-960-2751 | Lennar.com



Features, amenities, floor plans, elevations, and designs vary and are subject to changes or substitution without notice, Items shown are artist's renderings and may contain options that are not standard on all models or not included in the purchase price. Availability may vary, Sq. ft. is estimated; actual sq. ft. will differ. Garage/bay sizes may vary from home to home and may not accommodate all vehicles. This is not an offer in states where price registration is required. Vold where prohibited by law. Copyright © 2022 Lennar Corporation, Lennar and the Lennar logo are U.S. registered service marks or service marks of Lennar Corporation and/or its subsidiaries. Lennar Homes of Utah, Inc. Date 07/22.



Yosemite

Estates at Primrose

2,628 finished sq ft \cdot 4,143 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 3) \cdot 2.5 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah





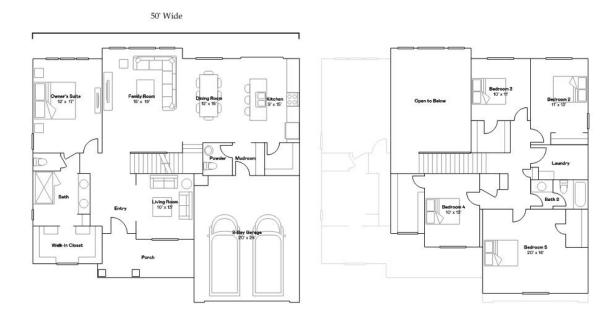
2,628 finished sq ft \cdot 4,143 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 3) \cdot 2.5 baths

Full unfinished basement

2-bay garage



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1st floor



2nd floor

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Denali

Estates at Primrose

2,768 finished sq ft $\,\cdot\,$ 4,158 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah





2,768 finished sq ft $\,\cdot\,$ 4,158 total sq ft

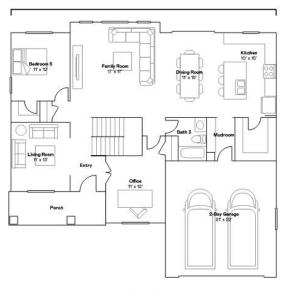
2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage

50' Wide





1st floor 2nd floor

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Provo City Planning Commission

Report of Action

May 22, 2024

*ITEM 3 Development Services requests a Zone Map Amendment from the PF(CH) (Public Facilities - Critical Hillside Overlay) Zone and A1.1 (Agricultural) Zone to the R1.8(PD) (One Family Residential - Performance Development Overlay) Zone in order to create a 110-lot single family development, located approximately at 1630 S Nevada Ave. Provost South Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20240047

The following action was taken by the Planning Commission on the above described item at its regular meeting of May 22, 2024:

RECOMMENDED APPROVAL

On a vote of 7:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Lisa Jensen Second By: Barbie DeSoto

Votes in Favor of Motion: Lisa Jensen, Barbie DeSoto, Robert Knudsen, Danial Gonzales, Jeff Whitlock, Melissa Kendall,

Andrew South

Daniel Gonzales was present as Chair.

• Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the R1.8(PD) Zone is described in the attached Exhibit A.

RELATED ACTIONS

The Planning Commission approved the related Concept Plan with conditions on May 22, 2024 (PLCP20240048, Item 4)

APPROVED/RECOMMENDED OCCUPANCY

- *110 Total Units
- *Type of occupancy approved: Family
- *Standard Land Use Code 1111

APPROVED/RECOMMENDED PARKING

- *330 Total parking stalls required
- *440 Total parking stalls provided
- *3 Required parking stalls per unit

DEVELOPMENT AGREEMENT

• May apply with future approvals.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.
- Traffic study may be required with future stages of approval.

NEIGHBORHOOD MEETING DATE

• A neighborhood meeting was held on 05/01/2024.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was present /addressed the Planning Commission during the public hearing.
- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.
- Neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Prior to the hearing, emails were received from several members of the public and were distributed to the Planning Commission. Those emails were from Brooke Gardner, Dave Knecht, Pace Killian, Kristina Davis, Bryan Hopkins, Ashley Rayback, and Annette Newren. Concerns raised by these citizens included safety, traffic, density, environmental hazards, parking, and loss of existing features of the property.
- Ashley Rayback summarized the neighborhood meeting from May 1. She also indicated that there are concerns with pedestrian and traffic safety, and the risk of a transient community and its' effect on the school.
- Kristina Davis expressed concern that the garages aren't large enough for two cars and it will lead to parking issues in the neighborhood.
- Adriana Romney noted that the lime kilns (ovens), trails, and access should be protected.
- Pace Killian reiterated his concerns from the email he had sent and still has concerns about how close the homes are to each other.
- Mike Cashrider shared his comments that debris flow should not be a concern but was concerned about the homes being so close together.
- Dave Knecht echoed his comments from the emails he had sent to the Planning Commission and stated concern about the setbacks for the homes and ability to park within the neighborhood.
- Nat Green expressed her desire to keep the CH Overlay Zone, increase side setbacks, and expand the garage dimensions.
- Bradley Romney didn't want a "test" in his neighborhood of the first CH Zone development.
- Tilia Bowe shared concerns about encroaching on natural habitats.
- Scott Elder commented on the increase of vehicles in the area, concerns on traffic.
- Vicki Knecht stated that she didn't want a "shanty town" put in her part of the city.
- Rosie Mijares wants bigger houses developed since the proposal isn't truly affordable.
- Cesar Mijares shared concerns about turnover, home values, and setbacks.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

• Staff addressed questions from the Planning Commission regarding the General Plan, zoning, future plans for the area, property history, and site plan details.

- Staff confirmed that ADUs (accessory dwelling units) would not be permitted in this proposal due to the PD Overlay and indicated that the developer will provide parking for the units and that the parking will be contained within the subdivision.
- Staff indicated that the site plan shown could not be added to due to the zoning restrictions and Development Agreement that will guarantee it be built as shown.
- David Day (City Engineer) confirmed that there are no immediate concerns with the traffic associated with the proposal and that the safe route to the elementary school will be evaluated by the school and engineering staff. Mr. Day also confirmed that the drainage issues and debris flow are being designed to meet the safety requirements that are reviewed by Public Works.
- Dave Morton (Developer Anderson Development) gave a more detailed overview of the proposed project. He indicated that his team has done a geotechnical study, a fault study, and a hydrology study to ensure that they build a safe community. Mr. Morton confirmed that the lower of the old kiln building would be removed, but that the higher structures (ovens) are not on the land and would not be affected. Mr. Morton also indicated that he would do what he can to keep parking within his development.
- Keith Morey (Economic Development) shared his comments on economic development, rooftops, and the proposed site design. He believes it is what the market demands at this time and that the State is asking cities to bring in this type of development.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- There was discussion around keeping, removing, or altering the Critical Hillside (CH) Overlay Zone for this development. Staff indicated they were open to amending the CH Overlay Zone in the future to allow exceptions for properties that do not have large slopes or other environmental hazards.
- The Planning Commission noted that there are other city-owned parcels to the north of the proposed development that could be included in the concept plan and zone map amendment.
- There was some discussion about the wildland urban interface and fire risk, staff stated that there are codes for that which the Fire Marshall will review against the plan.
- Jeff Whitlock indicated his desire for protection of dark skies and careful selection of lighting features. He also hopes that the adjacent city-owned properties can be incorporated into this proposed rezone and development.
- Commissioners discussed affordability of the homes and how lot sizes, setbacks, and building square footage would affect the prices of the homes.
- Lisa Jensen expressed concern that the proposed development could bring the same complaints and issues of housing further north on Slate Canyon Drive.
- Barbie DeSoto expressed her support for the development and that home size and reduced setbacks are giving people different options, while keeping a lot of the hillside preserved. She also shared her opinion that home types do not equate to transitory housing, that the proposed size of homes can keep families.
- Melissa Kendall confirmed site details with Mr. Morton and that the HOA would install and maintain front yards throughout the development.
- The Commission discussed home design, finished areas, and basements; and how changes would impact the affordability of the project.
- Discussion on multiple trails on the existing land led the Commission to take note of the proposed trails and connections offered by the applicant.
- There was additional discussion on lessons learned from past developments, commitments from the applicant to hold owner-occupancy of the new units for the first year, and installation of traffic calming measures near the elementary school to the south and to the park to the west.
- The point was made that Provo needs more single-family detached homes to meet the needs of the population.
- Lisa Jensen noted that she likes the trail connection, open space, parking, home plans, and ability to meet General Plan goals. She is concerned about the rear of the lots, the removal of the CH overlay, the traffic, and the small side setbacks.

- There was additional discussion regarding the CH Overlay Zone, and staff offered an amendment to give an exception to properties without certain hazards. The Commission debated whether they keep or remove the CH Overlay in their recommendation to the City Council.
- The Commission took the following straw polls to gauge support (votes included):
 - o Recommendation to address pedestrian and traffic calming measures (Yes-7: No-0)
 - o Recommendation to amend the CH Overlay Zone to create compliance with the plan (Yes-4: No-3)
 - o Recommendation to have City Council address owner-occupancy required (Yes-7: No-0)
 - Recommendation to include adjacent City-owned properties as part of the zone change (Yes-6: No-1)

Planning Commission Chair	
Director of Development Services	

See <u>Key Land Use Policies of the Provo City General Plan</u>, applicable <u>Titles of the Provo City Code</u>, and the <u>Staff Report to the Planning Commission</u> for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this

Report of Action.

<u>Legislative items</u> are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) may be appealed by submitting an application/notice of appeal, with the required application and noticing fees to the Community and Neighborhood Services Department, 330 West 100 South, Provo, Utah, within fourteen (14) calendar days of the Planning Commission's decision (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

Legal Descriptions

22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.

AREA 12.268 AC.

22:048:0068

Legal Description: COM S 1526.61 FT & E 181.93 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 65 DEG 26' 55" E 276.61 FT; S 31 DEG 5' 59" E 334.44 FT; S 59 DEG 19' 1" W 158.71 FT; S 15 DEG 6' 32" E 41.53 FT; N 59 DEG 18' 59" E 144.18 FT; N 30 DEG 40' 57" W 39.02 FT; N 59 DEG 19' 1" E 25.68 FT; S 31 DEG 5' 59" E 119.83 FT; S 84 DEG 3' 34" E 570.09 FT; S 31 DEG 5' 58" E 137.06 FT; S 77 DEG 41' 0" W 479.43 FT; S 71.33 FT; N 83 DEG 36' 38" E 225.88 FT; N 30 DEG 41' 0" W 97.9 FT; N 77 DEG 41' 0" E 300.85 FT; S 31 DEG 5' 59" E 275.08 FT; S 15 DEG 17' 59" E 207.9 FT; S 89 DEG 35' 1" W 130.02 FT; N 40.06 FT; W 173.06 FT; N 41 DEG 2' 7" W .02 FT; W 102 FT; N 89 DEG 59' 56" W 389.03 FT; S 12 DEG 7' 59" W 30.7 FT; E 17.09 FT; S 12 DEG 8' 0" W 15.15 FT; S 89 DEG 34' 59" W 14.25 FT; S 11 DEG 44' 7" W 67.85 FT; N 72 DEG 30' 16" W 86.37 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 21' 44" W 222.49 FT, RADIUS = 272.04 FT); N 24 DEG 13' 13" W 155.25 FT; N 64 DEG 43' 10" E 234.31 FT; S 15 DEG 6' 28" E 30.48 FT; N 70 DEG 7' 20" E 75.98 FT; N 18 DEG 51' 47" W 38.4 FT; S 64 DEG 43' 10" W 308.84 FT; N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 41' 55" E 230.82 FT, RADIUS = 683.84 FT) TO BEG.

AREA 17.210 AC.

22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.

AREA .13 AC.

22:048:0007

Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

AREA .37 ACRE.

22:048:0006

Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

AREA .06 ACRE.





Planning Commission Hearing Staff Report Hearing Date: May 22, 2024

*ITEM #3 Development Services requests a Zone Map Amendment from the PF(CH) (Public Facilities - Critical Hillside Overlay) Zone and A1.1 (Agricultural) Zone to the R1.8(PD) (One Family Residential - Performance Development Overlay) Zone in order to create a 110-lot single family development, located approximately at 1630 S Nevada Ave. Provost South Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20240047

Applicant: Development Services /

Anderson Development

Staff Coordinator: Aaron Ardmore

Property Owner: Provo City Corporation

Parcel IDs#: 22:048:0068; 22:048:0007; 22:048:0005; 22:048:0052; 22:048:0006

Acreage: 30

Number of Properties: 5

Number of Proposed Lots: 110

ALTERNATIVE ACTIONS

- 1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is June 12th, 2024, 6:00 P.M.*
- 2. <u>Recommend Denial</u> of the requested Zone Map Amendment. This action <u>would</u> <u>not be consistent</u> with the recommendations of the Staff Report. The Planning Commission should <u>state new findings.</u>

Current Legal Use: The property being considered for rezoning is vacant land.

Relevant History: Provo City has owned this land since 1995 and it has historically been used as a debris flow for the hillsides to the east. Provo entered into a contract with Anderson Development in November of 2021 to create a development plan.

Neighborhood Issues: This item was discussed at the May 1st District 2 Neighborhood meeting where concerns about parking, traffic, and access were expressed. Staff have since received an additional email with concerns about parking and safety.

Summary of Key Issues:

- The design of the project considers the hillside, debris flow, and trail connections.
- The homes have been clustered in the SW of the property to allow open space and trail connections.
- The development is delivering single-family, detached homes as promised at the purchase of the property and in the SE Neighborhoods Plan.

Staff Recommendation: Staff recommend that the Planning Commission recommend approval of the zone map amendment to the City Council.

OVERVIEW

Provo City is requesting a zone map amendment from the PF(CH) and A1.1 (Agricultural) Zone to the R1.8(PD) Zone in order to allow development of 110 single-family, detached homes on property at the corner of Slate Canyon Drive and Nevada Avenue. This project is in partnership with Anderson Development, who have provided all the civil and architectural plans for the proposal.

The subject property is within the Critical Hillside Overlay Zone (CHOZ) and this zone change proposal would remove the property from the CHOZ. It is the position of Staff that the subject property should not have been included in the CHOZ for the following reasons:

- 1. The genesis of the CHOZ was to add protection to sensitive lands, protect 30% slopes and ridgelines and to protect public trails and/or public access to trails.
- 2. The CHOZ does not disallow development but was established to require that development of sensitive lands work with the natural contours and avoid mass grading.

The subject property does not include 30% slopes or a ridgeline. The average grade across the area proposed for development is 15-16%, which is developable land according to Provo City Code. The proposal respects the hillside area by rerouting and improving the debris flow (the only known natural hazard on the property), providing public access and a new trailhead to the trail systems, reducing cuts / fills of the hillside for streets / retaining walls, and clustering the homes in the flattest area of the property. All these things are consistent with the requirements of the CHOZ. By clustering the housing in the flattest areas, by leaving 40% of the subject property in open space and by orienting roads to follow contours to minimize cuts and fills, this development is consistent with the intent of the CHOZ.

There is one requirement of the CHOZ that this proposal does not meet. Section 14.33A.090(2) limits areas of disturbance of newly platted lots to 40%. To allow for clustering of homes, the smallest lots are 6,0000 sf which makes the 40% development restriction problematic.

Staff have worked closely with Anderson Development in creating plans that provide the best outcomes for the future residents and for the city. The lots range in size and create a very livable community with added amenities of a trailhead parking lot, open spaces, play areas, community gardens, pickleball courts, and entry features.

The surrounding area includes the open hillside to the east in the PF (Public Facilities) Zone, townhomes to the north in the LDR (Low Density Residential) Zone, single-family homes to the northwest in R2(PD) (Two-Family Residential) and R1.10 Zones, a future park to the west in the OSPR (Open Space, Preservation, and Recreation) Zone, a church and school to the south in the PF Zone, and additional single-family homes to the south in the R1.6(PD) and R1.6 Zones.

FINDINGS OF FACT

- 1. The current zone is PF(CH) and A1.1 (Chapters 14.17, 14.33A, and 14.08, Provo City Code).
- 2. The proposed zone is R1.8(PD) (Chapters 14.10 and 14.31).
- 3. The General Plan designations for the land are Residential, Parks, Open Space, and Recreation, and Agriculture.
- 4. The Southeast Neighborhoods Plan designates this land as R1 and Open Space in the Future Land Use Map (pg. 23)
- 5. The proposal shows 110 single-family lots.
- 6. Each home provides four (4) off-street parking spaces.

STAFF ANALYSIS

Residential projects are evaluated by two different criteria in the General Plan. The first criteria are found on page 45 of the General Plan, as follows: (responses in **bold**)

Would the rezone promote one of the top 3 housing strategies?

- Promote a mix of home types, sizes, and price points Yes, the developer has provided ten different house plans to be used throughout the site, ranging from 1,824 sq. ft. to 3,080 sq. ft.
- Support zoning to promote ADUs and infill development No, ADUs are not currently being considered for this development.
- Recognize the value of single-family neighborhoods Yes, the plan provides 110 new single-family homes adjacent to other single-family neighborhoods.

- Are utilities and streets currently within 300 feet of the property proposed for rezone? Yes, utilities and streets are available with Slate Canyon Drive and Nevada Avenue.
- Would the rezone exclude land that is currently being used for agricultural use? **There** are no current agricultural uses on the land.
- Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? Yes, the bus stop at 1970 S State Street is approximately 0.44 miles away.
- Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? Yes, the developer has designed the site to allow for debris flow to safely be handled and planned the homes away from geologically sensitive lands to the east.
- Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? Staff do not believe so. The development has four off-street spaces at each lot. Additionally, the homes will not front Nevada Avenue or Slate Canyon Drive and with no immediate access from these roads to the proposed homes parking on these streets would not be considered convenient for the homeowners. This development is self-contained so spillover parking appears unlikely.

If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? **Not applicable.**

• Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? From the beginning, Staff indicated that the subject property could not exceed four dwelling units per acre, the homes must be single-family detached and that the homes must be for sale to private owners. It would be well for Anderson Development to reiterate agreement with these objectives. It was never imagined that the homes would be "affordable" as defined by HUD, but Anderson Development has worked with Staff to keep the homes as achievable as possible.

In addition to the above criteria, Section 14.02.020 of the Provo City Code gives staff opportunity to make sure that the proposed zone map amendment complies with other aspects of the General Plan, as follows: (staff responses in **bold**)

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

Anderson Development provided the following public purpose, "based on the topography and certain natural and man-made land impediments, the zone change to R1.8(PD) would allow greater flexibility in the configuration of buildings on the site. The goal . . . is to provide a complete and more integrated site plan with varied lot sizes and unique amenities within the development".

(b) Confirmation that the public purpose is best served by the amendment in question.

Staff agree with the above statement from the developer. Additionally, the city is in great need of more single-family housing and this proposal helps to meet that public purpose to provide housing.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

Anderson Development provided the following in response to compliance with the General Plan, "the zone change is consistent with Provo City's current General Plan and synonymous with existing surrounding land use. The project will provide a mix of single-family housing sizes [goal 1, chapter 4], creating a vibrant and diverse neighborhood. It will provide over 4 acres of recreational open space . . . [goals 2 and 4, chapter 8]. In addition, the project's close proximity to Spring Creek Elementary School will provide families and students with a safe walkable environment [goals 1 and 2, chapter 6].

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated.

Not applicable.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.

The proposed amendment should not hinder or obstruct attainment of the articulated policies. The plan respects the policies and goals of the Hills and

Canyons plan by adhering to the goals in Chapter 3 (the Built Environment) of that plan. It also addresses the General Plan goals, as stated above.

(f) Adverse impacts on adjacent landowners.

Adverse impacts should be limited to increased traffic on Nevada Avenue and Slate Canyon Drive, headed south to State Street.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Staff have verified that the zoning and General Plan designation are correct.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

The policies take precedent in this proposal.

CONCLUSIONS

The City Council and Administration are aware of the need for housing, specifically more single-family homes for sale in the city. This plan helps provide additional housing enhanced with public amenities while protecting the hillside from development. The city is meeting its' goals for this property as shown in the General Plan and Southeast Neighborhoods Plan with this proposal, and staff recommends it be approved as shown.

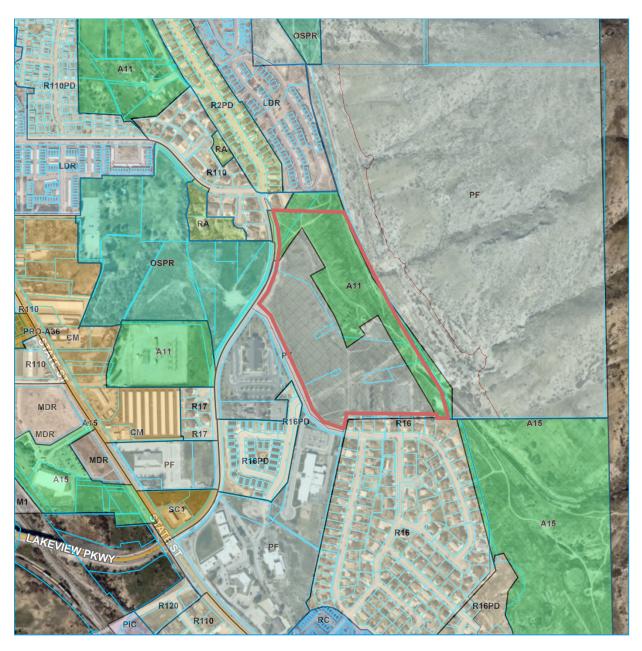
ATTACHMENTS

- 1. Area Map
- 2. Zone Map
- 3. General Plan Map
- 4. Site Layout
- 5. Elevations / Floor Plans

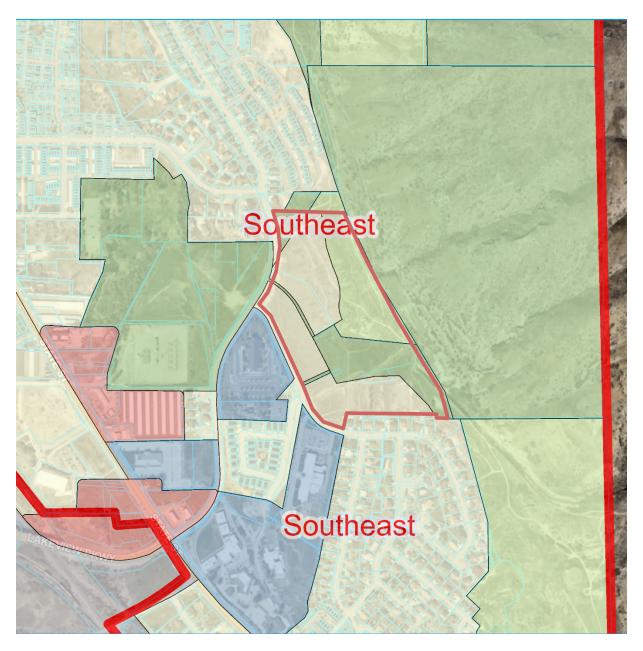
ATTACHMENT 1 – AREA MAP



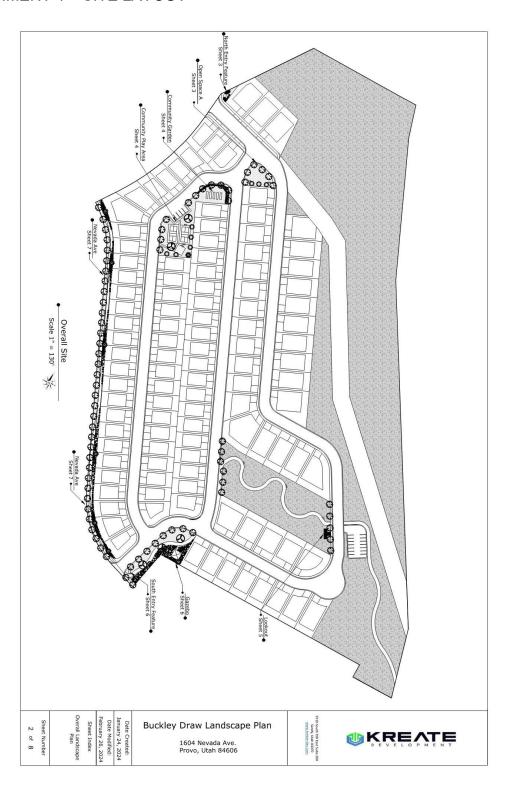
ATTACHMENT 2 - ZONE MAP



ATTACHMENT 3 – GENERAL PLAN MAP



ATTACHMENT 4 – SITE LAYOUT



ATTACHMENT 5 - ELEVATIONS / FLOOR PLANS

Basin

at Primrose

1,824 finished sq ft $\,\cdot\,$ 2,607 total sq ft

2-story

3 beds · 2.5 baths Full unfinished basement



Traditional



Contemporary



Farmhouse



Basin at Primrose

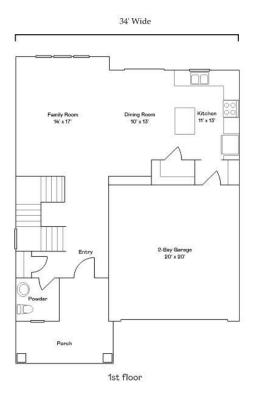
1,824 finished sq ft · 2,607 total sq ft

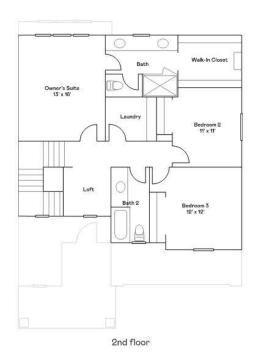
2-story

3 beds · 2.5 baths

Full unfinished basement

2-bay garage





2696 N. Geranium Dr., Saratoga Springs, UT 84045 801-960-2751 | Lennar.com/Utah



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Pinnacle

at Primrose

2,150 finished sq ft \cdot 3,017 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 $\,\cdot\,$ Full unfinished basement



Traditional



Contemporary



Farmhouse



Pinnacle at Primrose

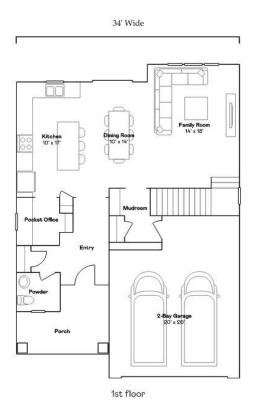
2,150 finished sq ft · 3,017 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 $\,\cdot\,$ Full unfinished basement

2-bay garage





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Mesa at Primrose

2,482 finished sq ft \cdot 3,478 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom $3\,\cdot\,$ Full unfinished basement



Traditional



Contemporary



Farmhouse



Mesa at Primrose 2,482 finished sq ft · 3,478 total sq ft

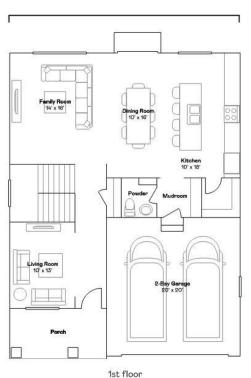
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom $3\,\cdot\,$ Full unfinished basement

2-bay garage







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Arcadia

at Primrose

1,768 finished sq ft $\,\cdot\,$ 3,413 total sq ft

3 beds · 2 baths
Full unfinished basement
2-bay garage



Traditional



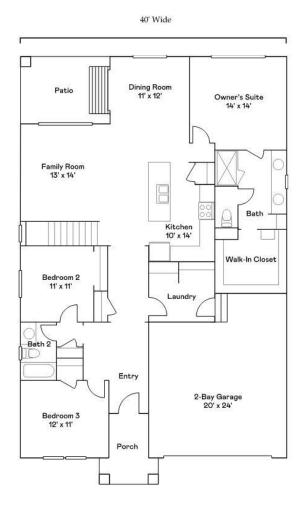
Contemporary



Farmhouse

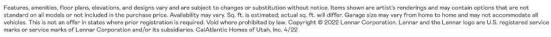


Arcadia at Primrose 1,768 finished sq ft · 3,413 total sq ft 3 beds · 2 baths Full unfinished basement 2-bay garage



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Sequoia at Primrose

2,424 finished sq ft \cdot 3,492 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage



Traditional



Comtemporary



Farmhouse



Sequoia at Primrose

2,424 finished sq ft · 3,492 total sq ft

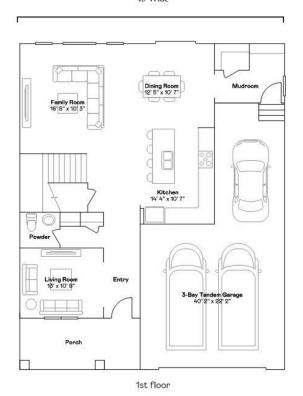
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage







2nd floor

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Redwood

at Primrose

2,777 finished sq ft \cdot 3,921 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

3-bay tandem garage



Traditional



Comtemporary



Farmhouse



Redwood at Primrose

2,777 finished sq ft \cdot 3,921 total sq ft

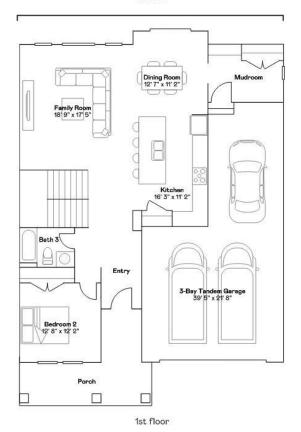
2-story

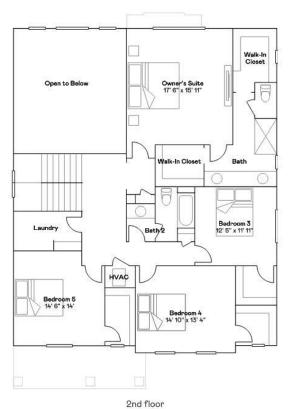
5 beds · 3 baths

Full unfinished basement

3-bay tandem garage







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Cascade at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

1-story

3 beds · 2 baths

Full unfinished basement



Farmhouse



Traditional



Contemporary



Cascade at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

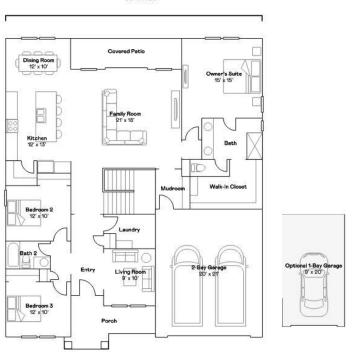
1-story

3 beds · 2 baths

Full unfinished basement

2-bay garage





6588 S. Golden Sunset Circle, West Valley City, UT 84081 801-960-2751 | Lennar.com





Yosemite

Estates at Primrose

2,628 finished sq ft \cdot 4,143 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 3) \cdot 2.5 baths

Full unfinished basement



Traditional



Contemporary



Farmhouse



Yosemite

Estates at Primrose

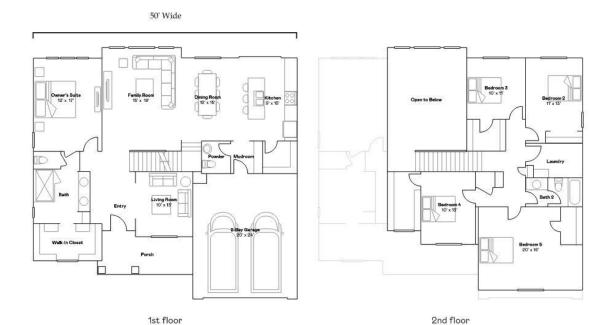
2,628 finished sq ft · 4,143 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 3) \cdot 2.5 baths

Full unfinished basement

2-bay garage



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Denali

Estates at Primrose

2,768 finished sq ft \cdot 4,158 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement



Traditional



Contemporary



Farmhouse



Denali

Estates at Primrose

2,768 finished sq ft · 4,158 total sq ft

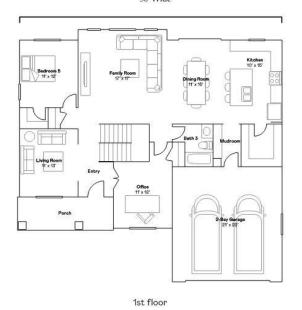
2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage

50' Wide





2nd floor

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Teton

Estates at Primrose

3,080 finished sq ft \cdot 4,444 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 2) · 3 baths

Full unfinished basement



Traditional



Contemporary



Farmhouse



Teton

Estates at Primrose

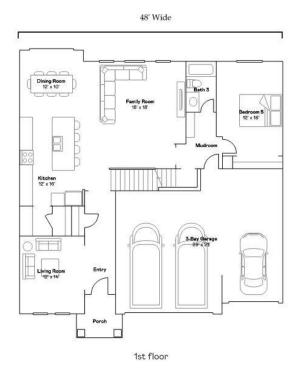
3,080 finished sq ft · 4,444 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 2) · 3 baths

Full unfinished basement

3-bay garage





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Resolution 2022-10

SHORT TITLE

A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE CONTRACT BETWEEN PROVO CITY CORPORATION AND RD DEVELOPMENT HOLDINGS FOR THE SALE OF PROPERTY AT APPROXIMATELY 1600 SOUTH 2500 EAST (KNOWN AS BUCKLEY DRAW) FOR A RESIDENTIAL DEVELOPMENT. (22-032)

PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

DISTRICT	NAME		FOR	AGAINST	OTHER
CW 1	KATRICE MACKAY		✓		
CW 2	DAVID SHIPLEY		✓		
CD 1	BILL FILLMORE				Excused
CD 2	GEORGE HANDLEY		✓		
CD 3	SHANNON ELLSWORTH		✓		
CD 4	TRAVIS HOBAN		✓		
CD 5	RACHEL WHIPPLE		✓		
-		TOTALS	6	0	1

This resolution was passed by the Municipal Council of Provo City, on the 15^{th} day of March 2022, on a roll call vote as described above. Signed this $\underline{22nd \, day \, of \, March \, 2022}$.

Chair

Resolution 2022-10

CITY RECORDER'S CERTIFICATE AND ATTEST

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to resolution number 2022-10.

This resolution was signed and recorded in the office of the Provo City Recorder on the 22nd day of March, 2022



City Recorder

1	RESOLUTION 2022-10
2	
3	A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE CONTRACT
4	BETWEEN PROVO CITY CORPORATION AND RD DEVELOPMENT
5	HOLDINGS FOR THE SALE OF PROPERTY AT APPROXIMATELY 1600
6	SOUTH 2500 EAST (KNOWN AS BUCKLEY DRAW) FOR A RESIDENTIAL
7	DEVELOPMENT. (22-032)
8	WHEREAS Prove City Corneration (the "City") owing approximately 17.7 series of real
9	WHEREAS, Provo City Corporation (the "City") owns approximately 17.7 acres of real property located at approximately 1600 South 2500 East (known as Buckley Draw) consisting of
10 11	Utah County Parcel Numbers 22-048-0005, 22-0048-0007, and 22-048-0068 as described in
12	Exhibit A; and
13	Exhibit A, and
14	WHEREAS, this property is vacant and is not identified for future use by the City; and
15	WILDICE 15, this property is vacant and is not identified for factore use by the city, and
16	WHEREAS, Provo City is desirous of selling this property for future residential
17	development under the appropriate circumstances; and
18	development und appropriate en combiances, and
19	WHEREAS, the Mayor recommended that this parcel be placed on the surplus property
20	list for potential sale, subject to the conditions set forth in Provo City Code 3.04.030; and
21	
22	WHEREAS, the Provo Municipal Council approved a resolution to surplus said property
23	in a meeting held on February 19, 2019 (Resolution 2019-12); and
24	
25	WHEREAS, Provo City has negotiated a Real Estate Purchase Contract, attached in
26	Exhibit B, for the sale of the subject property; and
27	
28	WHEREAS, on March 15, 2022, the Municipal Council met to ascertain the facts
29	regarding this matter and receive public comment, which facts and comments are found in the
30	public record of the Council's consideration; and
31	WHITEDEAG A '11' I I I I I I I I I I I I I I I I I
32	WHEREAS, after considering the recommendation, and facts and comments present to
33	the Municipal Council, the Council finds (i) the Real Estate Purchase Contract should be
34	approved, and (ii) this action reasonably furthers the health, safety, and general welfare of the
35	citizens of Provo City.
36 37	NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as
38	follows:
39	Tonows.
40	PART 1:
41	
42	The Real Estate Purchase Contract in the attached Exhibit B is hereby approved.
43	y 11
44	PART II:
45	
46	This resolution shall take effect immediately.
47	
48	END OF RESOLUTION.

EXHIBIT A

MAP GENERALLY DEPICTING THE PROPERTY



Utah County Parcel Map
220480068,220480005,220480007

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey





REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

to purchase from PROV Brokerage with this offe Section 23), Earnest Mor REPC by Buyer and Selle	O CITY CORPORATION (" r, or [X] agrees to deliver no leave in the amount of \$50.000	Seller") the Property describe later than four (4) calendar in the form of <u>Chec</u> ney by the Brokerage, the Br	t Holdings or assigns ("Buyer") offers ed below and [] delivers to the Buyer's days after Acceptance (as defined in the language of the rokerage shall have four (4) calendar days
Buyer's Brokerage Merid	ian Title	Phone: (80	01) 264 -8888
Received by:		o	n(Date)
(5	ignature above acknowledges receipt of Earn	nest Money)	(Date)
	ОТН	ER PROVISIONS	
1. PROPERTY: 1600 S	2500 EAST (Aproxx 17.7 A	(cres)	
also described as: State	of Utah, Utah County Parc	el Number's, 22:048:006	68, 22:048:0005, 22:048:0007
City of <u>Provo</u> below to the term "Proper shares, if any, referenced	ly" shall include the Property de	State of Utah, Zip scribed above, together with	84606 (the "Property"). Any reference the Included Items and water rights/water
1.1 Included Items. (sp	ecify)		
1.2 Excluded Items. (sp	pecify)		
source for Seller's curren shares will be conveyed or rights/water shares, if app	t culinary water service and in otherwise transferred to Buyer	igation water service, if any at Closing by applicable deed of from this sale: <u>Property s</u>	nts/water shares, if any, that are the legal to the Property. The water rights/water d or legal instruments. The following water shall include all water shares/rights
Purchase Price shall be paradjusted as deemed neces	aid as provided in Sections 2(a) ssary by Buyer and the Lender. nest Money Deposit. Under cer	through 2(d) below. Any amo	Except as provided in this Section, the bunts shown in 2(b) and 2(d) may be the REPC, this deposit may become totally
non-ren	undable.		oan") on terms acceptable to Buyer.
	er Financing. (see attached Se		oan for torrio acceptance to acya.
T manufacture in the last contract of the last cont	ance of Purchase Price in Cas IASE PRICE. Total of lines (a)		
mutually agreed by Buyer (a) Buyer and Seller have	nent shall take place no later that and Seller in writing. "Settleme s signed and delivered to each	ent" shall occur only when a other or to the escrow/clos osing offices, by written escre-	ferenced in Section 24(d), or as otherwise all of the following have been completed: sing office all documents required by the ow instructions (including any split closing teller's Initials

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 new 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 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 3.2 shall survive Closing. 3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) 3.4 Special Assessments. Any assessments for capital improvements as approved by the 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: DC] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain). The provisions of this Section 3.4 shall survive Closing. 3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/ 2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. 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 3.5 shall survive Closing.

3.6 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. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Closing; [] _____ Hours after Closing; [] ____ Calendar Days after Closing; [] Other (explain)

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. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 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:

Seiler's Agent

NA

, represents [X] Seiler [] both Buyer and Seiler as a Limited Agent;

Seller's Brokerage

NA

, represents [X] Seiler [] both Buyer and Seiler as a Limited Agent;

Buyer's Agent

NA

, represents [X] Buyer [] both Buyer and Seiler as a Limited Agent;

Buyer's Brokerage

NA

, represents [X] Buyer [] both Buyer and Seiler as a Limited Agent;

Buyer's Brokerage

NA

, represents [X] Buyer [] both Buyer and Seiler as a Limited Agent.

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. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 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 most current version of an ALTA standard coverage owner's policy of title

insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

Buyer's Initials	1		MI	1/21/2
Buyer's Initials	Date // / /	_ Seller's Initials _	TIK	Date 1/24/2022

- 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 (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
 - (b) a Commitment for Title Insurance as referenced in Section 6.1;
 - (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
 - (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
 - (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
 - (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations: and

(h)	Other	(specify)	

8. BUYER'S CONDITIONS OF PURCHASE.

- 8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [X] 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 Property; the costs and availability of 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) Fallure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing 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.
- 8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: [] IS [X] 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) Fallure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.
- 8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: [] IS [X] IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.
- (a) 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 cancel the REPC by providing written notice to Seller 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) 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 Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the 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. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if

applicable (see Section 8.4 below), shall I	be released to Seller withou	it the requirement	of further written authoriza	tion from Buyer.
In the event of such cancellation, Seller ag	grees to accept as Seller's	exclusive remedy,	the Earnest Money Depos	it, or Deposits, if
In the event of such cancellation, Seller at Page 3 of 6	Buyer's Initials	_ Date S	Seller's Initials	Date 1/24/2022

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 cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing 8 Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: [] WILL [X] WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ 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 [X] 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: [X] Addendum No. 1 & 2 [] Seller Financing Addendum [] Other (specify)

10. AS-IS CONDITION OF PROPERTY.

10.1 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.

10.2 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 (Land) as stated in Section 7(a); and (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. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement 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. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

- 12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.
- 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 price	or to or after Closi	ng: [] SHALL [X	MAY AT TH	E OPTION OF
THE PARTIES first be subm	tted to mediation. Mediation is a	process in which	the parties meet v	with an imparti	al person who
helps to resolve the dispute in	formally and confidentially. Medi	ators cannot impo	se binding decision	ns. The parties	to the dispute
must agree before any settler	nent is binding. The parties will jo	intly appoint an ag	ceptable mediator	and share equ	ally in the cost
Page 4 of 6	nent is binding. The parties will jo Buyer's Initials	Date 11	Seller's Initials _	1912	Date 1/24/20202
3					

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 to enforce 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 such 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, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

- 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 non-party.
- 22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 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.

Buyer's Initials	Date11	Seller's InitialsMK	Date <u>1/24/20</u> 22
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24. CONTRACT DEADLINES. Buyer a	nd Seller agree that ti	ne following deadlines shall a	apply to the REP	C:
(a) Seller Disclosure Deadline		cceptance (Date)		
(b) Due Diligence Deadline		acceptance (Date)		
(c) Financing & Appraisal Deadline	NA	_(Date)		
(d) Settlement Deadline	30 days from I	Due Diligence Deadline	(Date)	
25. OFFER AND TIME FOR ACCEPTA does not accept this offer by: 5 : 00	NCE. Buyer offers to	purchase the Property on the	e above terms a	nd conditions. If Seller
the Brokerage shall return any Earnest	Money Deposit to Buy	yer.	2022 (Date), this	offer shall lapse, and
D	11/1/21			
(Buyer's Signature)	(Offer Date)	(Buyer's Signature)		(Offer Date)
(Buyer's Names) (PLEASE PRINT)	(Notice Address	5)	(Zip Code)	(Phone)
(Buyer's Names) (PLEASE PRINT)	(Notice Address	2)	(Zip Code)	(Phone)
(Buyers Warnes) (FEEASE FRINT)	(Notice Address	·)	(Zip Code)	(Filone)
CHECK ONE: [] ACCEPTANCE OF OFFER TO PUR [] COUNTEROFFER: Seller presents for modifications as specified in the attached [] REJECTION: Seller rejects the foreg	or Buyer's Acceptance d ADDENDUM NO oing offer.	e the terms of Buyer's offer s	subject to the exc	eptions or
(Seller's Signature)	(Date) (Time)	(Seller's Signature)	0	(Date) (Time)
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
This form is COPYRIGHTED by the UTAH ASS copying or distribution without written conserved ANY PROVISION OF THIS FORM IN ANY SUPPROPRIATE PROFESSIONAL.	nt is prohibited. NO REP PECIFIC TRANSACTION	RESENTATION IS MADE AS TO I. IF YOU DESIRE SPECIFIC LEG	THE LEGAL VALID	ITY OR ADEQUACY
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age 6 of 6	Buyer's Initials	Date 11 Seller	's Initials	Date 1/24/2023

Page of	Page _	of	
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(Date)

(Date)

(Time)

(Time)

DEPOSIT OF EARNEST MONEY WITH TITLE INSURANCE COMPANY ADDENDUM TO REAL ESTATE PURCHASE CONTRACT ADDENDUM # 1___

THIS IS AN [X] ADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "F	REPC") with an
Offer Reference Date of 1st day of November, 2021, including all prior addenda and counteroffers, bety	
RD Development Holdings or assigns as Buyer, and PROVO CITY CORPORATION as Seller,	
Property located at 1600 S 2500 EAST (Aproxx 17.7 Acres) . The following terms are hereby in	
of the REPC.	outpermise an part

1. The REPC is amended as follows: Buyer and Seller agree that the Earnest Money Deposit, or Deposits, will be her Title Insurance Company instead of deposited in the Buyer's Brokerage Trust Account. The Title Insurance Company is Meridian Title located at: 64 E 6400 S #100, Salt Lake City, UT 84107 phone	
number (801) 264 -8888 and email Chris Lambert <clambert@mtcutah.com>.</clambert@mtcutah.com>	
ATTENTION: Buyer and Seller are advised that the Title Insurance Company may require, through separate written instructions, that BOTH the Buyer and Seller mutually authorize disbursement of the Earnest Money Deposit, even if to states that no additional written authorization is required, which may result in additional delays and costs for either pair receive the Earnest Money Deposits.	
Buyer and Selier acknowledge that the Utah Division of Real Estate has no authority over the Title Insurance Companielease or disbursement of the Earnest Money Deposit.	ıy's
To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior ad counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, no by this ADDENDUM shall remain the same. [X] Seller [] Buyer shall have until 5 : 00 [] AM [X] PM Mounter on March 01, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.	ot modified ntain Time
11/21	
[P] Buyer [] Seller Signature (Date) (Time) [] Buyer [] Seller Signature (Date)	(Time)
ACCEPTANCE/COUNTEROFFER/REJECTION	
CHECK ONE: [MACCEPTANCE: [M] Seller [] Buyer hereby accepts the terms of this ADDENDUM.	
[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of the attached ADDENDUM NO	<u></u> .
[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.	

(Time) (Signature)

(Date)

(Signature)

(Signature)

ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT

THIS IS A	N [X] ADDENDUM	[] COUNT	EROFFER to	that REAL ESTATE F	URCHASE CONTRACT (the "F	
	Reference Date of <u>1s</u> eroffers, between <u>R</u>				including all price	
CORPOR					as Buyer, and PRC located at 1600 S 2500 EAS	
17.7 Acre			_ as Seller, re	garding the Property	. The following terms	
	ed as part of the REF	C:			The following terms	are rieren
			Buyer to rez	one property prior	to Due Diligence Deadline.	

2 Section	n 19 of the REPC i	s hereby de	aleted in ite	ntiroty		
2. 00010	1 15 OF AIC FREE OF	S HOLODY U	ricted in its e	Figure CV.		haddain dae finhladautr
3. Agenc	v Disclosure - Buy	er is an acti	ve real estat	e agent with Equit	/ Real Estate.	
-		***************************************				-
-						
		t-t-t-t-t-t-t-t-t-t-t-t-t-t-t-t-t-t-t-				
-						
not modifie PM Mounta accordance shall lapse	d by this ADDENDUI ain Time on March 0 with the provisions	VI shall remail 1, 2022	of the REPC.	(] Selier [] Buyer si (Date), to acc Unless so accepted,	ing all prior addenda and counternall have until 5 :00 [] ept the terms of this ADDENDU the offer as set forth in this ADD	AM [X] IM in DENDUM
[/] Buyer [] Seller Signature	(Dat	e) (Tim	e)[]Buyer[]Seller	Signature (Date)	(Time)
		ACCEP	TANCE/COUN	ITEROFFER/REJEC	TION	
CHECK OF						
	TANCE: [] Seller [NDUM. s of attached ADDENDUM NO.	3
N COOK	EKOFFER. [9] Sem	at [] Duyer	presents as a	Counteroller the term	s of attached ADDENDOW NO.	<u>.</u>
M-	- Earl	1/2	4/2022 9:	BAM		
(Signature)		(Date)	(Time)	(Signature)	(Date)	(Time)
REJECT	TION: [] Seller [] E	l Buyer rejects	the foregoing	ADDENDUM.		
(Signature)		(Date)	(Time)	(Signature)	(Date)	(Time)
	THIS FORM APPROVED E	BY THE UTAH RE	AL ESTATE COM	AISSION AND THE OFFICE	OF THE UTAH ATTORNEY GENERAL,	
	EFFECTIVE JANUARY 1,	2020. IT REPLAC	ES AND SUPERSI	EDES ALL PREVIOUSLY AP	PROVED VERSIONS OF THIS FORM.	
Page 1 of 1		Buver's Initials		Seller's Initials M K	Addendum No.	2 to REPC

ADDENDUM NO. 3 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN [] ADDENDUM [x] of an Offer Reference Date of 1st day RD Development Holdings or assign regarding the Property located at 16 The following terms are hereby inco-This contract is subject to approve	of November as B 300 S 2500 E rporated as p	, 2021, uyer, and <u>Prov</u> (Approx 17.7 A art of the REPO	_ including all prior add o City Corporation cres). C:	SE CONTRACT (the "Renda and counteroffers	
- In reference to Section 19, the RE the inclusion of "and/or assigns" or					
constitute Seller's written consent o	nly to a Perm	issible Transfe	as defined in Section 1	9 of this REPC.	
- The Purchase Price for the proper - The Seller agrees to accept the \$5			it as a down payment a	nd a Note for \$5,950,00	0.00 bearing
an interest rate of 0% per annum for recorded against all units in the deve					
payment at each closing of the unit release of Note for each unit closed		ertion of the ove	rall purchase price for t	he land. Seller to grant	a partial
- The Buyer and Seller agree that th	e Due Diligen	ce Deadline ma	ay be adjusted, within re	eason, to accommodate	the Buyer's
efforts in the rezoning of the subject	property.				
To the extent the terms of this ADDI and counteroffers, these terms shall modified by this ADDENDUM shall r Mountain Time on March 01, 2022 provisions of Section 23 of the REP	control. All ot emain the sar	her terms of the me. [] Selle (Date), to ac	e REPC, including all part [X] Buyer shall have cept the terms of this A offer as set forth in this A	ior addenda and counte until5:00[_] / DDENDUM in accordar	eroffers, not AM [X] PM nce with the
Buyer Seller Signature	(Date)	(Time)	[] Buyer [] Se	ller Signature (Date)	(Time)
CHECK ONE: ACCEPTANCE: [] Seller M Bu	2				
[] COUNTEROFFER: [] Seller	[] Buyer pro	4:00pm	interoffer the terms of a	ttached ADDENDUM N	10
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
[] REJECTION: [] Seller [] Buyer	rejects the fo	regoing ADDE	NDUM.		
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 4_____ TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN MADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCI	HASE CONTRACT (the "REPC") with
	including all prior addenda
and counteroffers, between RD Development Holdings or assigns	as Buyer, and PROVO CITY
CORPORATION as Seller, regarding the Property located	
17.7 Acres)	. The following terms are hereby
incorporated as part of the REPC:	
1. Due Diligence Deadline shall be 120 days from acceptance or upon rez	one of the property, whichever
occurs later.	
To the extent the terms of this ADDENDUM modify or conflict with any provisions of the provisions of t	he REPC, including all prior addenda
and counteroffers, these terms shall control. All other terms of the REPC, including all	prior addenda and counteroners,
not modified by this ADDENDUM shall remain the same. [] Seller [] Buyer shall he PM Mountain Time on February 01, 2022 (Date), to accept to	
accordance with the provisions of Section 23 of the REPC. Unless so accepted, the of	offer as set forth in this ADDENDUM IN
shall lapse.	offer as set forth in this ADDENDOW
1/25/2022 (4:00pm)	
[X Buyer [] Seller Signature (Date) (Time) [] Buyer [] Seller Sign	ature (Date) (Time)
ACCEPTANCE/COUNTEROFFER/REJECTION CHECK ONE:	
[/] ACCEPTANCE: [/] Seller [] Buyer hereby accepts the terms of this ADDENDU	M
[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of a	
[1 COCKI ETC. ETC. 1 COURT 1 COCKI COCK COCKI CO	attached ABBENBOW NO
M- 2/1/2022 1:00PM	
(Signature) (Date) (Time) (Signature)	(Date) (Time)
[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.	
(Signature) (Date) (Time) (Signature)	(Date) (Time)
(Signature)	(2215) (11115)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials Seller's Initials