



PROVO MUNICIPAL COUNCIL

Regular Meeting Agenda

5:30 PM, Tuesday, March 10, 2026

Council Chambers (Room 100)

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](https://www.youtube.com/provocitycouncil) and [facebook.com/provocouncil](https://www.facebook.com/provocouncil). 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).

March 10 Council Meeting: Dial 346 248 7799. Enter Meeting ID **833 0415 1585** and press #. When asked for a participant ID, press #. To join via computer, visit zoom.us and enter the meeting ID and passcode: **185104**.

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

Roll Call

Prayer

Pledge of Allegiance

Presentations, Proclamations, and Awards

- 1 A ceremony celebrating Provo High School Boys basketball team as state champions (26-007)
- 2 A ceremony recognizing the Provo City employee of the month - February 2026 (26-007)
- 3 A ceremony recognizing the new sewer treatment plant project for receiving the APWA-Utah Wastewater Project of the Year Award (26-007)
- 4 A ceremony recognizing Provo as a gold-level bicycle friendly community (26-007)

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.

Action Agenda

- 5 An ordinance amending Provo City Code regarding development standards for the year 2026. (PLOTA20250658)
- 6 A resolution amending the 2026 Provo standard drawing details and 2026 Provo City public works department development design standards due to changes in the minimum street width requirements. (26-020)
- 7 An ordinance amending the zone map classification of real property, generally located at 1507 S 180 E, from the planned industrial commercial (PIC) zone to the planned industrial commercial data center overlay (PICDC) zone. (PLRZ20250622)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council.

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil.

The next Council Meeting will be held on Tuesday, March 24, 2026. 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 kmartins@provo.gov 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
COUNCIL MEETING
STAFF REPORT**



Submitter: KMARTINS
Presenter: Katrice MacKay, Council Chair
Department: Recorder
Meeting Date: 3/10/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: 26-007

SUBJECT: 1 A ceremony celebrating Provo High School Boys basketball team as state champions (26-007)

ADMINISTRATIVE RECOMMENDATION: Presentation only

ADMINISTRATIVE MEMO: Presentation only

FISCAL IMPACT: NA

COUNCIL STAFF MEMO:

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: LRICHARDS
Presenter: Amanda Ercanbrack, Director of Customer Service
Department: Mayor Office
Meeting Date: 3/10/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: 26-007

SUBJECT: 2 A ceremony recognizing the Provo City employee of the month - February 2026 (26-007)

ADMINISTRATIVE RECOMMENDATION: Recognize Pearl Spencer from Customer Service for her exceptional performance.

ADMINISTRATIVE MEMO: Pearl Spencer is being recognized as employee of the month. She was nominated by Amanda Ercanbrack.

FISCAL IMPACT: N/A

TIME SENSITIVITY:

COUNCIL STAFF MEMO: Compatible. Provo City values its employees and seeks to recognize high performers.

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: KMARTINS
Presenter: Brian Romwell, President of the Utah Chapter of the American Public Works Association
Department: Recorder
Meeting Date: 3/10/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: 26-007

SUBJECT: 3 A ceremony recognizing the new sewer treatment plant project for receiving the APWA-Utah Wastewater Project of the Year Award (26-007)

ADMINISTRATIVE RECOMMENDATION: NA

ADMINISTRATIVE MEMO: The American Public Works Association (APWA) Utah Chapter has selected the new sewer treatment plant project to receive the APWA-Utah Wastewater Project of the Year Award.

This award will be presented to David Torgerson, Provo City Water Reclamation Manager.

According to the American Public Works Association, the Public Works Project of the Year Award program was established to promote excellence in the management and administration of public works projects. The award recognizes the alliance between the managing agency, consultant/engineer, and contractor who work together to complete public works projects.

APWA evaluates projects based on documented criteria that include:

- Use of good construction management techniques
- Safety performance
- Community relations
- Environmental considerations
- Demonstration of overcoming challenges and/or adversity

The Project of the Year Award is presented in multiple categories, including environmental projects. Environmental projects include wastewater treatment and sewer infrastructure projects.

FISCAL IMPACT: NA

COUNCIL STAFF MEMO:

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: KMARTINS
Presenter: Vern Keeslar, Traffic Manager
Department: Recorder
Meeting Date: 3/10/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: 26-007

SUBJECT: 4 A ceremony recognizing Provo as a gold-level bicycle friendly community (26-007)

ADMINISTRATIVE RECOMMENDATION: NA

ADMINISTRATIVE MEMO: Provo City was honored with the Gold-Level Bicycle Friendly Community award by the League of American Bicyclists, a nationally recognized program that highlights communities making significant strides in supporting bicycling as a safe, accessible, and viable form of transportation and recreation. This recognition places Provo among a small group of communities nationwide that have advanced through the award tiers — first earning bronze and silver in previous cycles before achieving gold in 2026.

The Bicycle Friendly Community (BFC) program evaluates communities on key elements such as engineering, education, encouragement, evaluation and planning, and equity and accessibility — collectively known as the 5 E's. Communities that demonstrate robust achievements across these criteria are awarded at one of several levels, including bronze, silver, gold, platinum, and diamond.

Provo's Gold award reflects years of strategic investment in bicycle infrastructure, public engagement, pro-bike policies, and programs that promote bicycling for riders of all ages and abilities. Provo joins over 400 communities across the United States recognized for their leadership in building safer and more welcoming places to bike.

The city's bicycle improvements have included substantial infrastructure projects and partnerships with local and regional organizations, advancing both safety and sustainable transportation options. This award acknowledges that collective commitment and positions Provo as a model for other communities striving toward enhanced bicycle mobility.

FISCAL IMPACT: NA

COUNCIL STAFF MEMO:

**PUBLIC WORKS ORDINANCE TEXT AMENDMENT
TO SECTION 15.03.020(3) OF THE PROVO CITY CODE
TO UPDATE STANDARDS FOR 2026, PLOTA20250658**

City Council

March 10, 2026



1 **Section 15.03.020. General Development Standards.**

2 ...

3

4 (3) Provo City adopts and incorporates by reference into this section:

5

6 (a) The following nationally recognized, industry standards:

7

8 (i) Manual of Standard Specifications, 202~~5~~⁶, American Public Works
9 Association;

10

11 (ii) Manual of Standard Plans, 202~~5~~⁶, American Public Works Association;

12

13 (iii) Manual on Uniform Traffic Control Devices for Streets and Highways
14 (the "MUTCD"), 2009 Edition, Federal Highway Administration;

15

16 (iv) A Policy on Geometric Design of Highways and Streets, 6th Edition,
17 American Association of State Highway and Transportation Officials;

18

19 (v) Trip Generation Manual, 10th Edition, Institute of Transportation
20 Engineers; and

21

22 (b) The following local standards, which supersede those standards adopted by
23 Subsection (3)(a) of this Section to the extent there is any conflict:

24

25 (i) 202~~5~~⁶ Provo Standard Drawing Details;

26

27 (ii) 202~~5~~⁶ Provo City Public Works Department Development Design
28 Standards;

29

30 (iii) Utah Manual on Uniform Traffic Control Devices, For Streets and
31 Highways, (FHWA's MUTCD 2009 Edition as amended for use in
32 Utah), 2011, Utah Department of Transportation;

33

34 (iv) 202~~5~~⁶ Standard Drawings for Road and Bridge Construction, 202~~5~~⁶,
35 Utah Department of Transportation; and

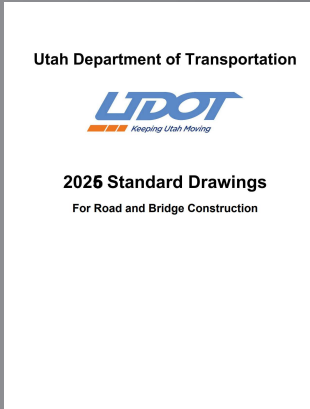
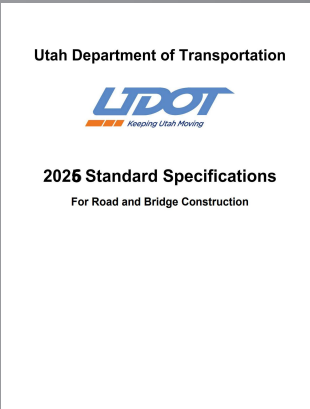
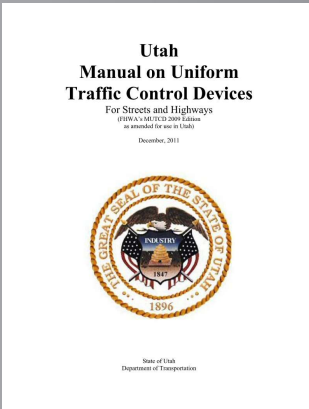
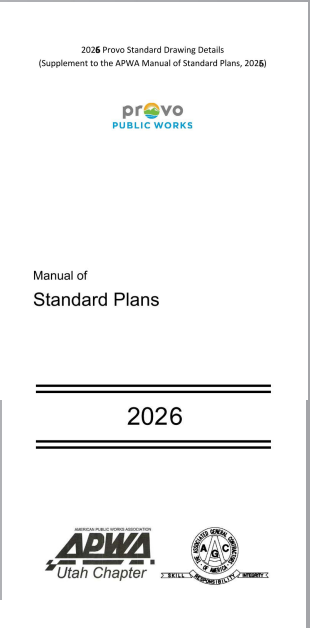
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37 (v) Utah Administrative Rules Titles R305-R317

38

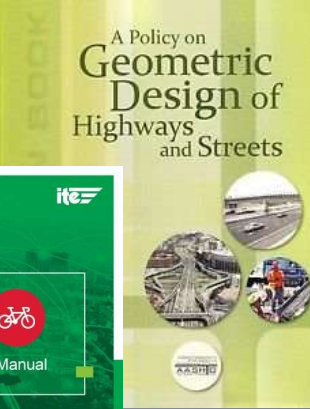
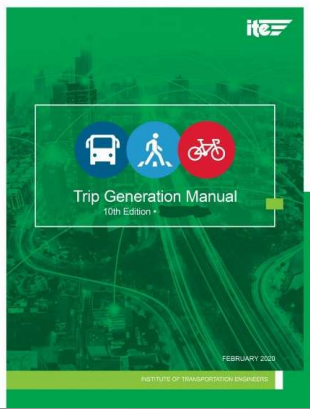
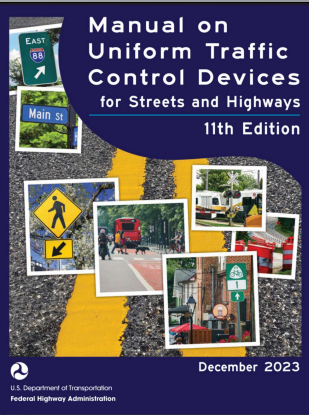
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Utah Office of Administrative Rules

Environmental Quality
Administration (305)
Air Quality (307)
Drinking Water (309)
Environmental Response and Remediation (311)
Waste Management and Radiation Control, Radiation (313)
Waste Management and Radiation Control, Waste Management (315)
Water Quality (317)



- 2026 Provo Standard Drawing Details
 - 5 pages of Provo Public Works Standard Drawing were edited to clarify questions that have been asked by contractors, engineers and developers.
 - 1 page were added.

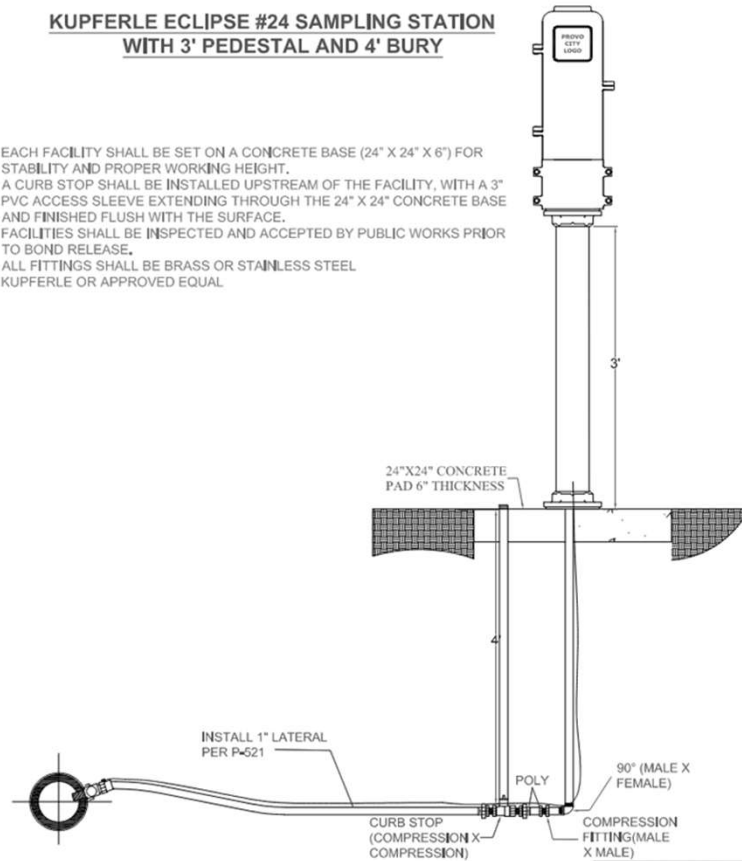
- 2026 Provo City Public Works Department Development Design Standards
 - 2 pages of Provo Public Works Development Design Standards were edited to clarify questions that have been asked by contractors, engineers and developers. 1 page was added.

Grease Interceptor, Sand/Oil Separators, and Sampling Manhole

1. GENERAL
 - A. Before backfilling around concrete box, secure inspection of installation by **ENGINEER PRETREATMENT COORDINATOR**.
 - B. Deep boxes are to be avoided whenever possible.
 - C. Large traps will require three lids for access to clean.
 - D. Sand/oil separators to be located outside parking garages in accessible location. Consideration will be given to not require a sampling manhole. This applies only to sand/oil separators.
 - E. Grease interceptors shall have a minimum of two (2) compartments and shall be capable of separation and retention of grease storage and settled solids.
 - F. Grease interceptors are intended for below-ground installation and shall be located outside of the building, preferably close to the kitchen or production/processing area where Fats, Oils, Grease, and Sand (FOGS) may be discharged. They shall be easily accessible for servicing and inspection including access by a pumper truck. Parking, other than for emergency vehicles shall not be allowed over any of the access manholes.
 - G. Grease interceptors shall be designed, constructed, and installed for load-bearing capacity adequate for its intended location.
 - H. Any commercial user utilizing a three (3) compartment sink shall be required to have a grease interceptor or grease trap installed at its own expense and shall be required for all newly constructed commercial structures.
 - I. Grease traps are only allowed in place of a grease interceptor when in the opinion of the manager it is physically impossible to install a grease interceptor outside of the building or business. As such, a variance request from the owner or lessee of the property must be made to Provo City Pretreatment with a certification letter from a duly licensed Utah plumber or engineer. Alternate traps must be submitted for consideration. Provide product information including removal rates.
2. PRODUCT
 - A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
 - B. Backfill: Common fill, Provo Section 31 05 13M. Maximum particle size 2-inches.
 - C. Concrete: Class 4000, APWA Section 03 30 04.
 - D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A 615.
 - E. PVC Pipe: APWA Section 33 05 07.
 - F. Box extenders to be used to keep top of box within 18 inches of ground surface.
3. EXECUTION
 - A. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 6-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 32 23 26.
 - B. Reinforcement Placement: APWA Section 03 20 00.
 - C. Concrete Placement: APWA Section 03 30 20. Provide 1/2-inch radius edges.
 - D. Apply a broom finish. Apply a curing agent.
 - E. Fill annular space around pipe wall penetrations with waterproof sealer.
 - F. Backfill: Provide backfill against the box walls. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT ALLOWED. Adhere to all backfilling and surface restoration requirements included in Plan P-255.

**KUPFERLE ECLIPSE #24 SAMPLING STATION
WITH 3' PEDESTAL AND 4' BURY**

EACH FACILITY SHALL BE SET ON A CONCRETE BASE (24" X 24" X 6") FOR STABILITY AND PROPER WORKING HEIGHT. A CURB STOP SHALL BE INSTALLED UPSTREAM OF THE FACILITY, WITH A 3" PVC ACCESS SLEEVE EXTENDING THROUGH THE 24" X 24" CONCRETE BASE AND FINISHED FLUSH WITH THE SURFACE. FACILITIES SHALL BE INSPECTED AND ACCEPTED BY PUBLIC WORKS PRIOR TO BOND RELEASE. ALL FITTINGS SHALL BE BRASS OR STAINLESS STEEL KUPFERLE OR APPROVED EQUAL.



SHEET 2 OF 2



**GREASE INTERCEPTOR,
SAND/OIL SEPARATORS,
AND SAMPLING MANHOLE**

STANDARD DETAIL
P-441
NOT TO SCALE
REVISED DATE: 9/16/24



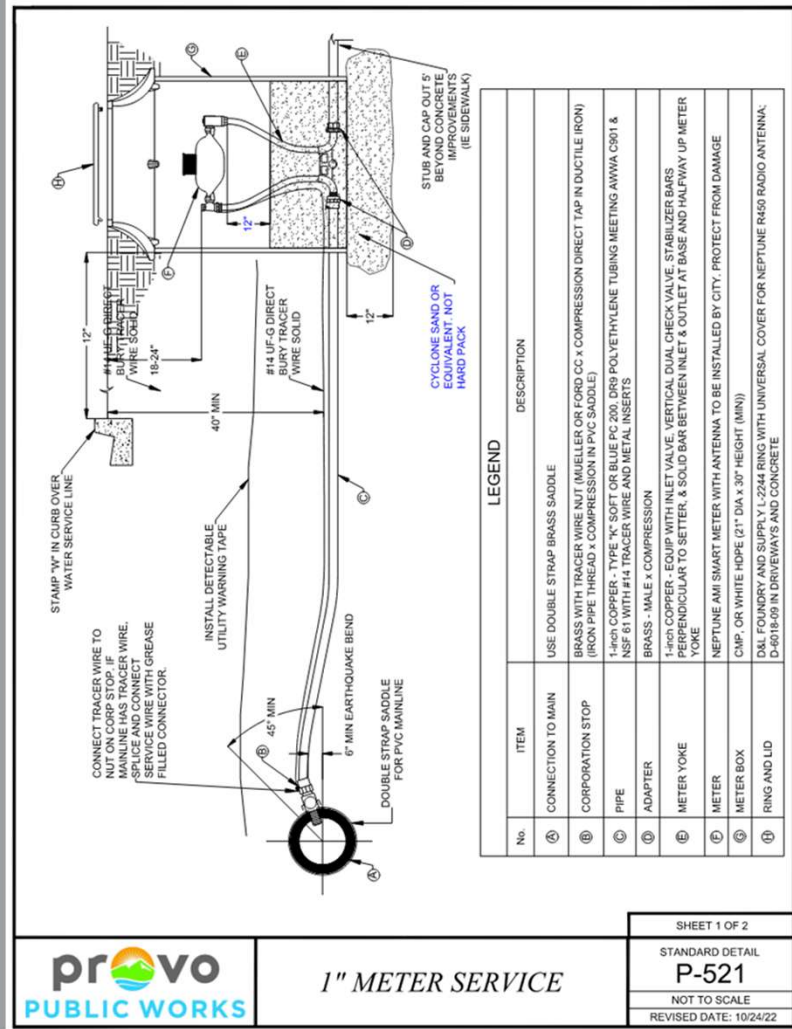
SAMPLE STATION

SHEET 1 OF 1
STANDARD DETAIL
P-512
NOT TO SCALE
REVISED DATE: Oct-2025



WATER QUALITY MONITORING FACILITIES

- A. Water quality monitoring facilities are required to support the City's water quality monitoring program and to comply with state and federal drinking water regulations. They provide representative monitoring locations within the distribution system to protect public health.
- B. Residential, commercial, and mixed-use developments with twenty (20) or more ERUs shall comply with this section.
 - a. An "ERU (Equivalent Residential Unit)" is defined as an individual dwelling, tenant suite, or occupied space, regardless of the number of water service connections (Example: a 50-ERU apartment building with one water service connection is treated as 50 ERUs).
- C. Any development with 20 or more ERUs is required to install a minimum of one monitoring facility within the development.
 - a. For phased developments, monitoring facility requirements shall be based on the total planned ERUs or applied by phase, as determined by Public Works during plan review.
 - b. Monitoring facility fees are calculated on the basis of one monitoring facility per 100 ERUs; refer to the Provo City Consolidated Fee Schedule for fees per ERU.
 - c. Installation of the first monitoring facility provides credit for the first 100 ERUs. Any ERUs above that threshold are charged a proportional fee based on ERUs. (Example: A 120-ERU development must install one monitoring facility and pay fees equal to 20 ERUs.)
 - d. Where Provo City determines that multiple facilities are necessary within a development, each additional facility installed will provide credit for another 100 ERUs.
- D. The number, location, and orientation of facilities shall be determined during plan review with Public Works. Development plans must clearly show all monitoring facilities, service lines, and valves.
- E. Monitoring facilities shall be the make and model specified in Provo City engineering standards and details, with the Provo City logo and 3' pedestal options.



B. Pavements

- a. Traffic loads
- b. Subgrade support value (CBR)
- c. Pavement thickness

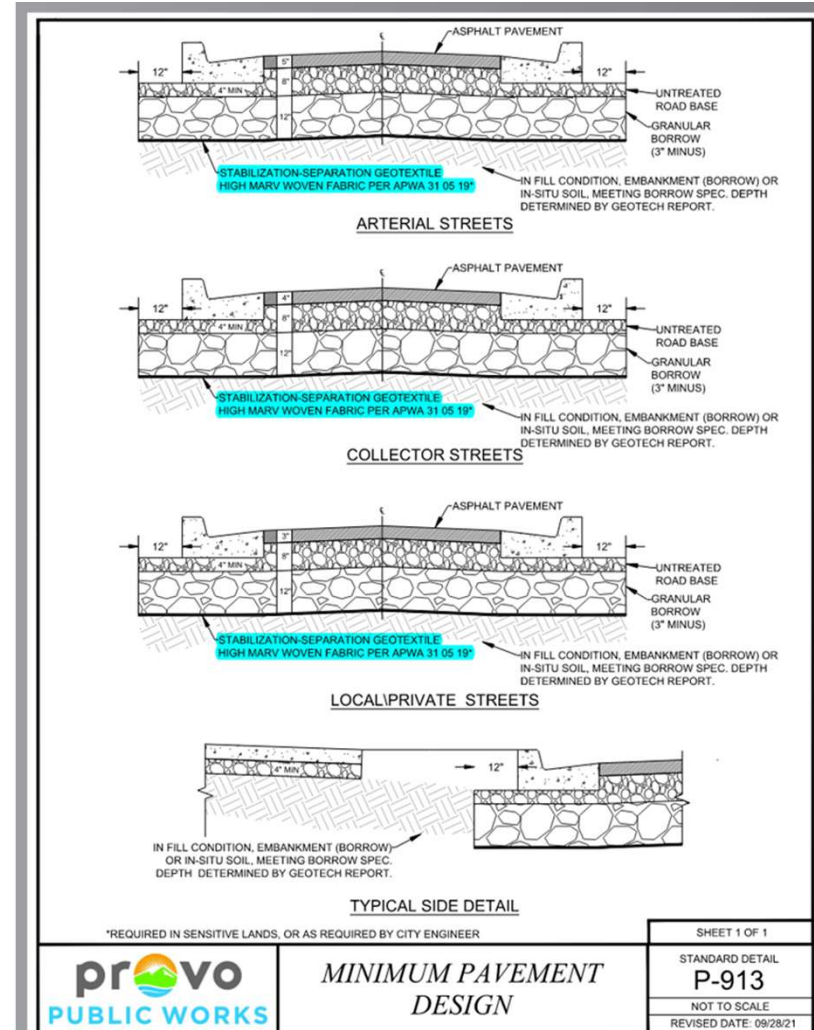
C. Special Considerations

- a. Site preparation – use of on-site materials
- b. Expansive soils
- c. Collapsible soil
- d. Slope stability
- e. Rock Fall
- f. Shallow ground water level – drainage, etc.
- g. Surcharge / preloading (if used, developer needs to install settlement monitors and elevations benchmark.)
- h. Identification of geological hazards.

4. Following the construction of the utilities in the street(s) within the development and prior to the final paving of the street(s), the Developer must submit written documentation from the consulting Geotechnical Engineer, the Design Engineer and the Contractor, indicating that each have received and read the Geotechnical Report and have incorporated the recommendations into the design and construction of the development.

5. The number and depth of borings/pits are to be determined for each specific project shall be determined by the geotechnical engineer. However, as a minimum, the depth should be deeper than any anticipated excavation (cuts, foundations, utilities, etc.). The number of borings shall be determined by the geotechnical engineer/geologist and shall be compatible with the complexity/simplicity of the geology, subsurface conditions and the type of project.

6. Geological studies older than fifteen (15) years will be considered expired. An updated geotechnical report will be required for any lot where the original subdivision study exceeds this age, including undeveloped lots or properties where construction did not occur following the initial subdivision approval.



Discussion/Questions

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: JMCKNIGHT
Presenter: David Day, Assistant City Engineer
Department: Public Works
Meeting Date: 3/10/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: PLOTA20250658

SUBJECT: 5 An ordinance amending Provo City Code regarding development standards for the year 2026. (PLOTA20250658)

ADMINISTRATIVE RECOMMENDATION: Recommend Approval

ADMINISTRATIVE MEMO: Changes to 2025 for 2026 Provo Public Works Standard Drawings

5 pages of Provo Public Works Standard Drawing were edited to clarify questions that have been asked by contractors, engineers and developers.
1 page was added.

Changes to 2025 for 2026 Provo Public Works Development Design Standards
2 pages of Provo Public Works Development Design Standards were edited to clarify questions that have been asked by contractors, engineers and developers. 1 page was added.

Proposed 2026 Provo Public Works Standard Drawings
Clean copy containing all proposed changes.

Proposed 2026 Provo Public Works Development Design Standards
Clean copy containing all proposed changes.

FISCAL IMPACT: None

COUNCIL STAFF MEMO:

EXHIBIT A

Section 15.03.020. General Development Standards.

...

(3) Provo City adopts and incorporates by reference into this section:

(a) The following nationally recognized, industry standards:

(i) Manual of Standard Specifications, 202~~5~~6, American Public Works Association;

(ii) Manual of Standard Plans, 202~~5~~6, American Public Works Association;

(iii) Manual on Uniform Traffic Control Devices for Streets and Highways (the "MUTCD"), 2009 Edition, Federal Highway Administration;

(iv) A Policy on Geometric Design of Highways and Streets, 6th Edition, American Association of State Highway and Transportation Officials;

(v) Trip Generation Manual, 10th Edition, Institute of Transportation Engineers; and

(b) The following local standards, which supersede those standards adopted by Subsection (3)(a) of this Section to the extent there is any conflict:

(i) 202~~5~~6 Provo Standard Drawing Details;

(ii) 202~~5~~6 Provo City Public Works Department Development Design Standards;

(iii) Utah Manual on Uniform Traffic Control Devices, For Streets and Highways, (FHWA's MUTCD 2009 Edition as amended for use in Utah), 2011, Utah Department of Transportation;

(iv) 202~~5~~6 Standard Drawings for Road and Bridge Construction, 202~~5~~6, Utah Department of Transportation; and

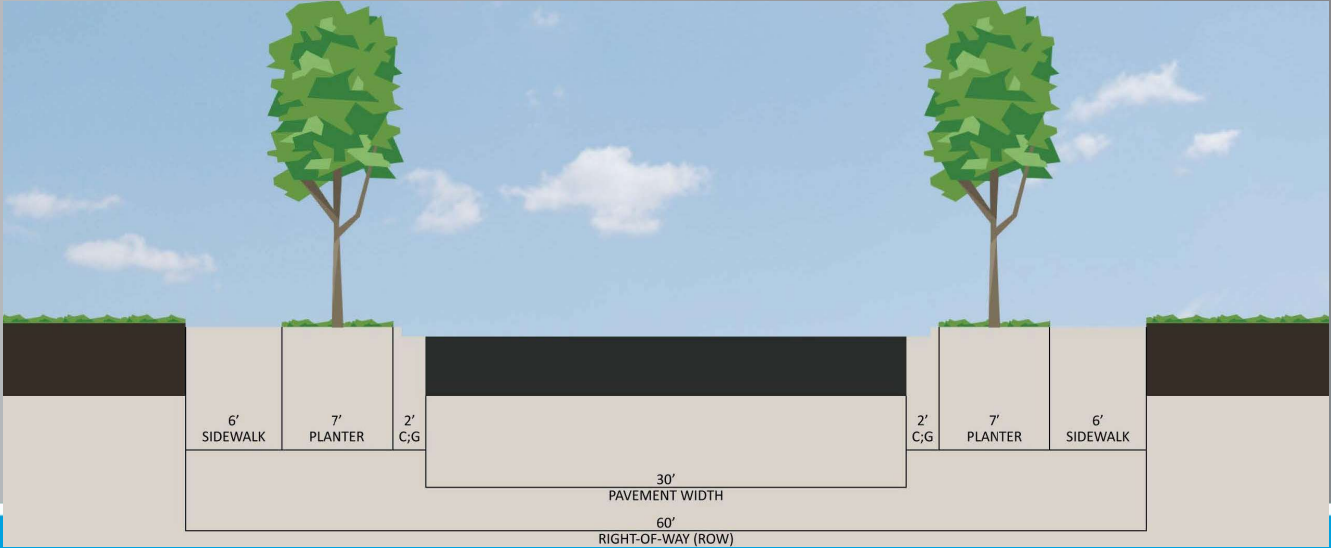
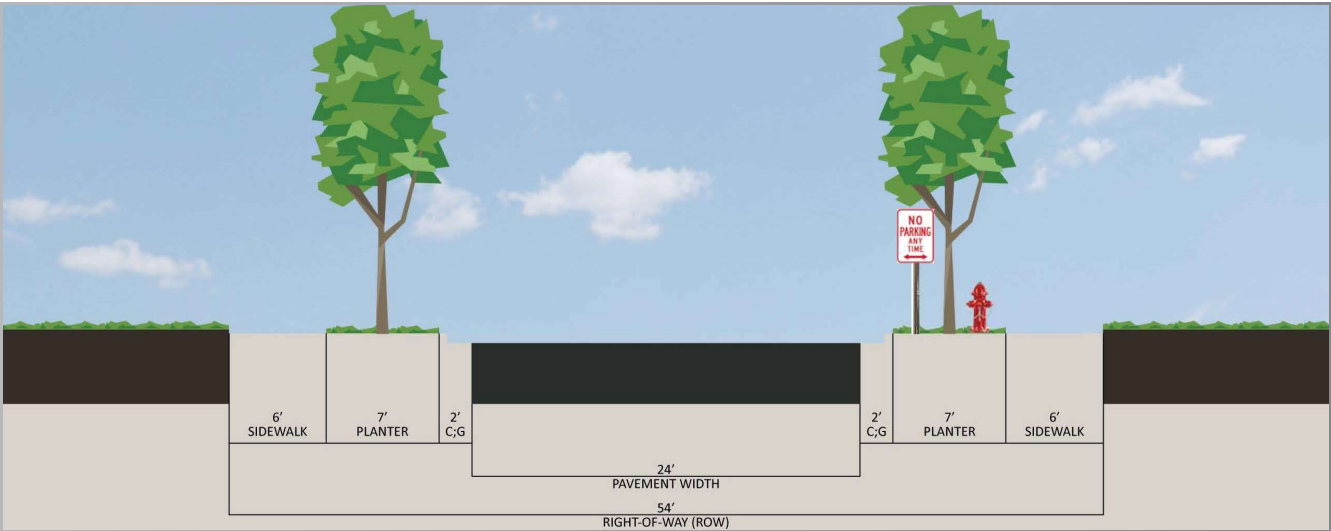
(v) Utah Administrative Rules Titles R305-R317

**RESOLUTION AMENDING PROVO STANDARD DRAWING
DETAILS AND DEVELOPMENT DESIGN STANDARDS
REGARDING MINIMUM STREET WIDTHS**

City Council

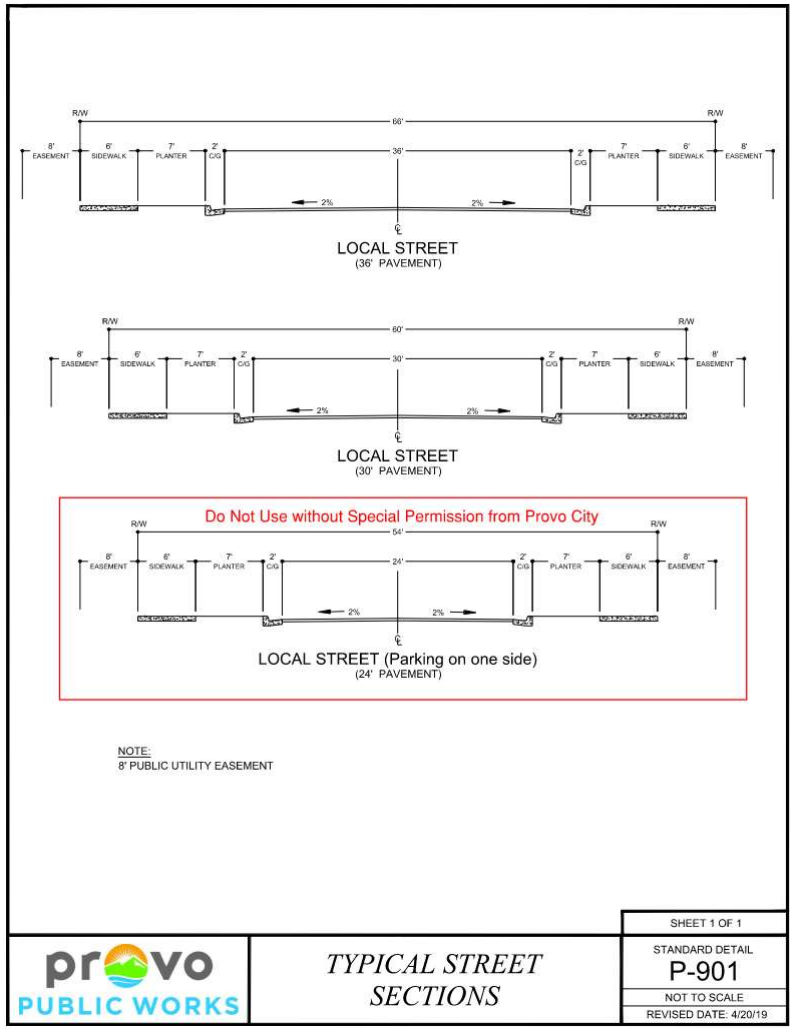
March 10, 2026





Changes





- B. The Developer and or Engineer shall be required to meet with the City Engineer prior to initiating the traffic study.
- C. Items considered in a traffic study shall include:
 - a. A study of existing area conditions
 - b. Traffic projections (determined by trip generation rates obtained from the Provo Transportation Master Plan trip rates or approved by the City Engineer)
 - c. Traffic analysis
 - d. On- and off-site improvement analysis, conclusions, and recommendations

Street Standard Values

	Arterial Street	Minor Arterial Street	Collector Street	Local Street
Minimum Street Width	128 ft	80 ft	80 ft	54 ft, 60 ft, 66 ft
Minimum Asphalt Width	78 ft	50 ft	50 ft	<ul style="list-style-type: none"> • 24 ft where: land use is residential and connects to local roads and projected AADT is less than 400 and on-street parking on one side only • 30 ft where: land use is residential or connects to collector road or projected AADT is greater than 400 and on-street parking is not prohibited • 36 ft where: land use is commercial or industrial or connects to arterial road or projected AADT is greater than 1400 and on-street parking is not prohibited
Minimum Lip of Curb Radius at Intersection	30 ft	30 ft	30 ft	15 ft
Minimum Curve Radius at Street Deflection	510 ft	335 ft	335 ft	200 ft
Minimum Street Slope	0.4%	0.4%	0.4%	0.4%
Maximum Street Slope	8.0%	8.0%	8.0%	12.0%
Street Cross Slope	2%	2%	2%	2%

13. USE OF FILTER FABRIC FOR STREET CONSTRUCTION
- A. Normal woven or non-woven filter fabric is a viable material to use when a separation layer is needed over a soft subgrade and beneath granular fill. These materials provide some minor reinforcing for supporting loads, but primarily act to prevent the movement of many fines up into the overlying crushed base or other clean granular material.
 - B. If reinforcement of soft subgrade is desired, a geo grid should be designed for the intended purpose.
14. FLOWABLE FILL
- A. Utility excavations and subsequent backfill are the source of many problems for paved streets. It is extremely difficult to nearly impossible to place the utility, and backfill the trench, so that some subsequent differential settlement does not occur

Option 1

- 24 ft where: project is determined to be infill by Development Services Director; or project involves hillside property and the Public Works Director determines that the 24 ft width will minimize excessive cuts and fills as compared to wider widths.

~~land use is residential;~~

~~and connects to local roads and projected AADT is less than 400
and on-street parking on one side only.~~

Option 2

- 24 ft where: (a) (i) project is determined to be infill by Development Services Director; or (ii) project involves hillside property and the Public Works Director determines that the 24 ft width will minimize excessive cuts and fills as compared to wider widths; and
(b) land use is residential; ~~and~~ property connects to local roads; ~~and~~ projected AADT is less than 400; ~~and~~ on-street parking ~~on~~ is restricted to one side only; and the Provo Fire Marshal approves the design.

Option 3

- 24 ft where: land use is residential; ~~and~~ property connects to local roads; ~~and~~ projected AADT is less than 400; ~~and~~ on-street parking ~~on~~ is restricted to one side only; and the Provo Fire Marshal approves the design.

Discussion/Questions

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: JMCKNIGHT
Presenter: Gordon Haight, Public Works Director
Department: Public Works
Meeting Date: 3/10/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: 26-020

SUBJECT: 6 A resolution amending the 2026 Provo standard drawing details and 2026 Provo City public works department development design standards due to changes in the minimum street width requirements. (26-020)

ADMINISTRATIVE RECOMMENDATION: Consider a resolution amending design standards and drawing details related to 24' street widths

ADMINISTRATIVE MEMO: This agenda item is a follow up to the City Council discussion on January 27, 2026. The topic of discussion is to determine the minimum allowed road width in the Provo Street Standards. The City Council requested that the 24' asphalt street width continue as the minimum standard but include the conditions that the road standard be allowed in the cases of infill projects and on the hillside where a minimum road width could reduce the cutting and filling.

As we discussed this item we determined the term "infill projects" needed some additional definition. Staff recommends including guard rails for the criteria "infill projects," in the standard which would include the restriction of a maximum of 400 trips per day. This inclusion would put an upper limit on the number of units that an infill project could have in order to make use of the 24' section.

The criteria above will ensure that both infill projects and hillside projects using a 24' asphalt width do not exceed the 400 trips per day. We also recommend adding the requirement that the Provo City fire marshal approve the application of the 24' asphalt width for new development in order to ensure appropriate public safety access.

FISCAL IMPACT: None

COUNCIL STAFF MEMO:

MEMORANDUM

Provo City Public Works

To: City Council
From: Gordon Haight
CC: Mayor Judkins
Date: March 10, 2026
Re: 24' Minimum Street Width Standards

This agenda item is a follow up to the City Council discussion on January 27, 2026. The topic of discussion is to determine the minimum allowed road width in the Provo Street Standards. The City Council requested that the 24' asphalt street width continue as the minimum standard but include the conditions that the road standard be allowed in the cases of infill projects and on the hillside where a minimum road width could reduce the cutting and filling.

As we discussed this item we determined the term “infill projects” needed some additional definition. Staff recommends including guard rails for the criteria “infill projects,” in the standard which would include the restriction of a maximum of 400 trips per day. This inclusion would put an upper limit on the number of units that an infill project could have in order to make use of the 24' section.

The criteria above will ensure that both infill projects and hillside projects using a 24' asphalt width do not exceed the 400 trips per day. We also recommend adding the requirement that the Provo City fire marshal approve the application of the 24' asphalt width for new development in order to ensure appropriate public safety access.

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION AMENDING THE 2026 PROVO STANDARD DRAWING
4 DETAILS AND 2026 PROVO CITY PUBLIC WORKS DEPARTMENT
5 DEVELOPMENT DESIGN STANDARDS DUE TO CHANGES IN THE
6 MINIMUM STREET WIDTH REQUIREMENTS. (26-020)

7
8 RECITALS:

9
10 It is proposed that the 2026 Provo Standard Drawing Details be amended to update the
11 drawing for 24 foot street widths;

12
13 It is proposed that the 2026 Provo City Public Works Department Development Design
14 Standards be amended to update the requirements for 24 foot street widths;

15
16 On March 10, 2026, the Municipal Council met to consider the facts regarding this matter
17 and receive public comment, which facts and comments are found in the public record of the
18 Council’s consideration; and

19
20 After considering the facts presented to the Municipal Council, the Council finds that (i)
21 the proposed action should be approved as described herein, and (ii) such action furthers the
22 health, safety, and general welfare of the citizens of Provo City.

23
24 THEREFORE, the Provo Municipal Council resolves as follows:

25
26 PART I:

27
28 The 2026 Provo Standard Drawing Details are amended as shown in Exhibit A.

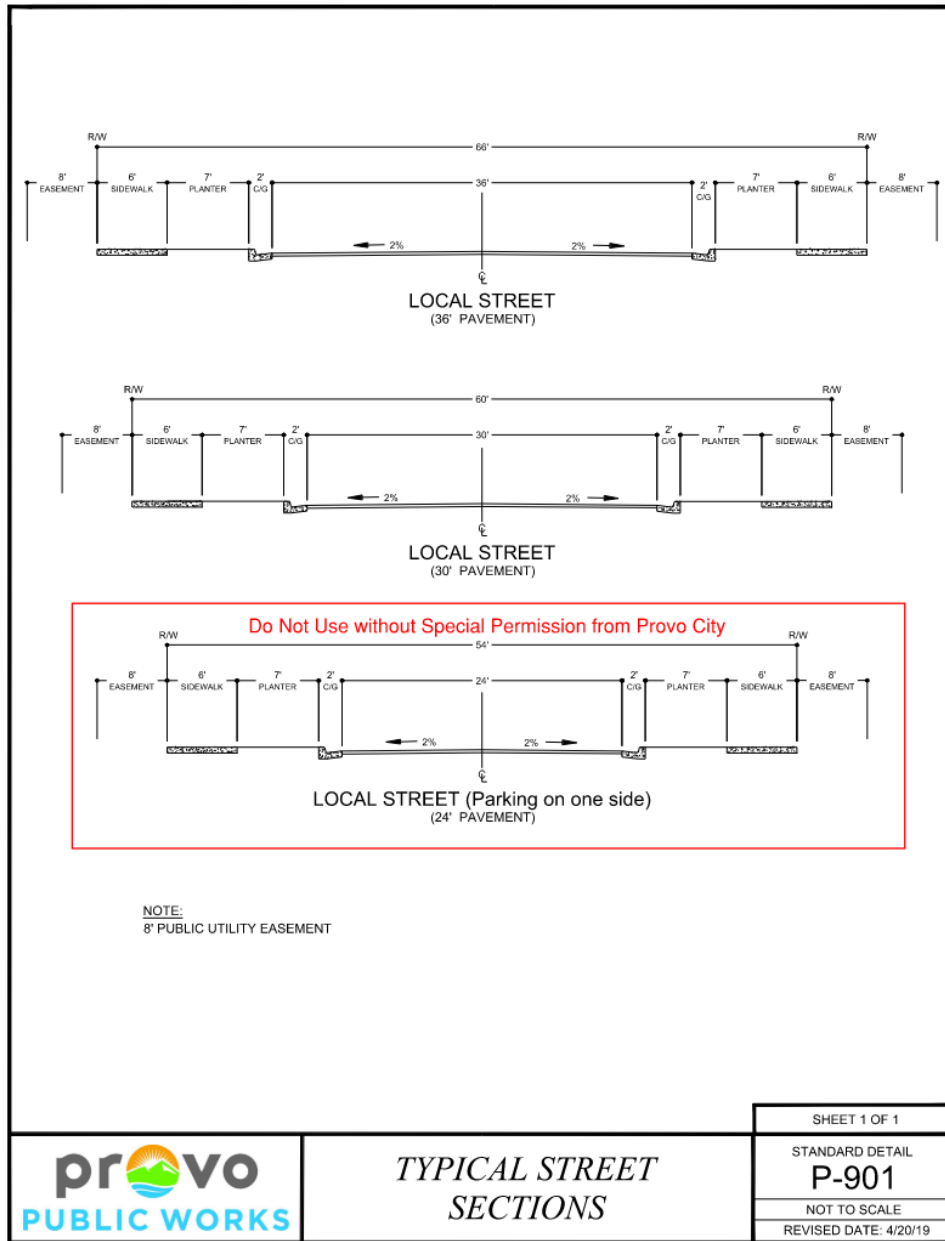
29
30 PART II:

31
32 The 2026 Provo City Public Works Department Development Design Standards are
33 amended as shown in Exhibit B.

34
35 PART III:

36
37 This resolution takes effect immediately
38

EXHIBIT A



*TYPICAL STREET
SECTIONS*

42
43

EXHIBIT B
Street Standard Values

	Arterial Street	Minor Arterial Street	Collector Street	Local Street
Minimum Street Width	128 ft	80 ft	80 ft	54 ft, 60 ft, 66 ft
Minimum Asphalt Width	78 ft	50 ft	50 ft	<ul style="list-style-type: none"> • 24 ft where: land use is residential; and property connects to local roads; and projected AADT is less than 400; and on-street parking on is restricted to one side only; and the Provo Fire Marshal approves the design. • 30 ft where: land use is residential or connects to collector road or projected AADT is greater than 400 and on-street parking is not prohibited • 36 ft where: land use is commercial or industrial or connects to arterial road or projected AADT is greater than 1400 and on-street parking is not prohibited
Minimum Lip of Curb Radius at Intersection	30 ft	30 ft	30 ft	15 ft
Minimum Curve Radius at Street Deflection	510 ft	335 ft	335 ft	200 ft
Minimum Street Slope	0.4%	0.4%	0.4%	0.4%
Maximum Street Slope	8.0%	8.0%	8.0%	12.0%
Street Cross Slope	2%	2%	2%	2%

44
45
46
47

Street Standard Values

	Arterial Street	Minor Arterial Street	Collector Street	Local Street
Minimum Street Width	128 ft	80 ft	80 ft	54 ft, 60 ft, 66 ft
Minimum Asphalt Width	78 ft	50 ft	50 ft	<ul style="list-style-type: none"> • 24 ft where: project is determined to be infill by Development Services Director; or project involves hillside property and the Public Works Director determines that the 24 ft width will minimize excessive cuts and fills as compared to wider widths. land use is residential; and connects to local roads and projected AADT is less than 400 and on-street parking on one side only. • 30 ft where: land use is residential or connects to collector road or projected AADT is greater than 400 and on-street parking is not prohibited • 36 ft where: land use is commercial or industrial or connects to arterial road or projected AADT is greater than 1400 and on-street parking is not prohibited
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Maximum Street Slope	8.0%	8.0%	8.0%	12.0%
Street Cross Slope	2%	2%	2%	2%

48

49

Street Standard Values

	Arterial Street	Minor Arterial Street	Collector Street	Local Street
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50

51

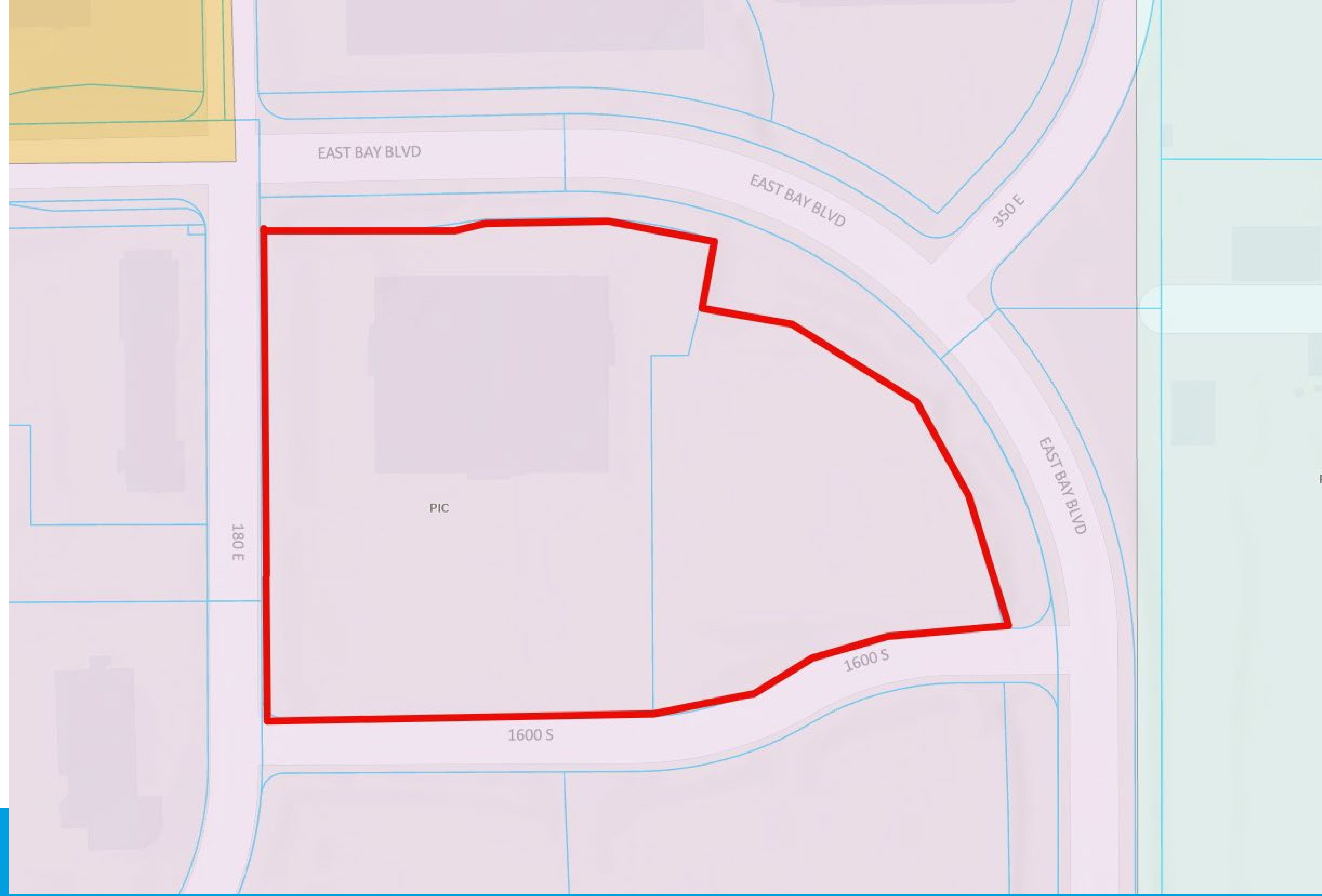
1507 S 180 E



Zone Map

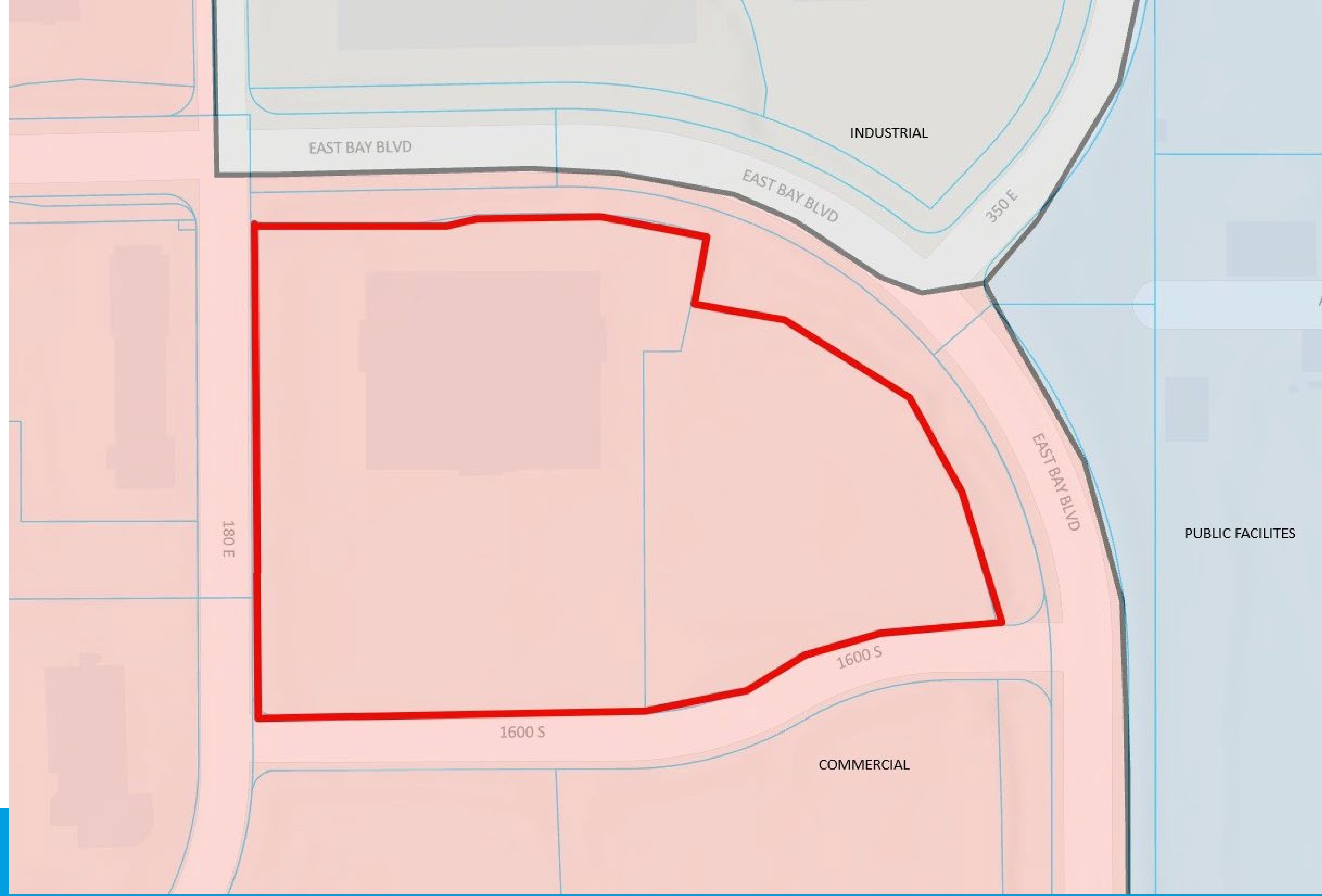
Current Zone:
Planned
Industrial
Commercial
(PIC)

Proposed:
Data Center
(DC) Overlay
Zone



General Plan Map

Current zoning
and proposed
overlay conform
to the
commercial
designation



Existing Site

7.29 acres

New plat to
combine
parcels

Existing
building would
be removed

New 132,00 SF
data center

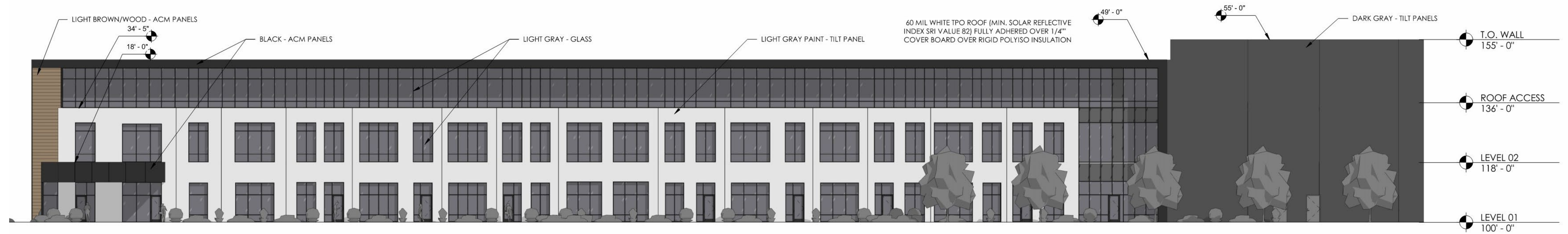


Rendering



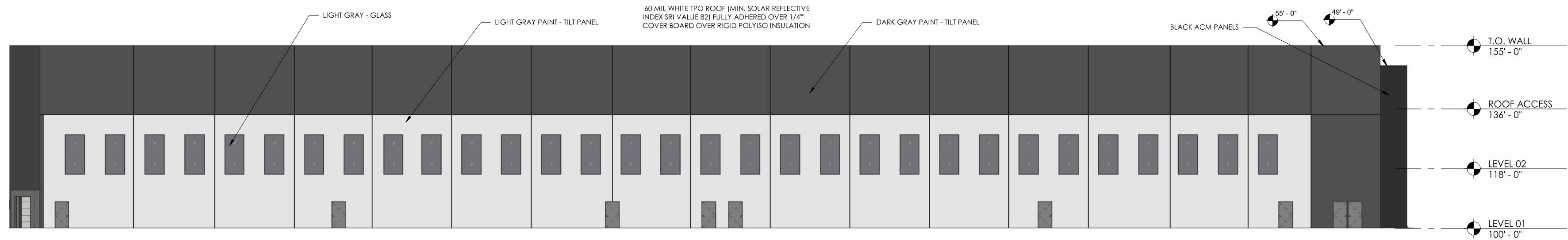
Elevations

55' building height



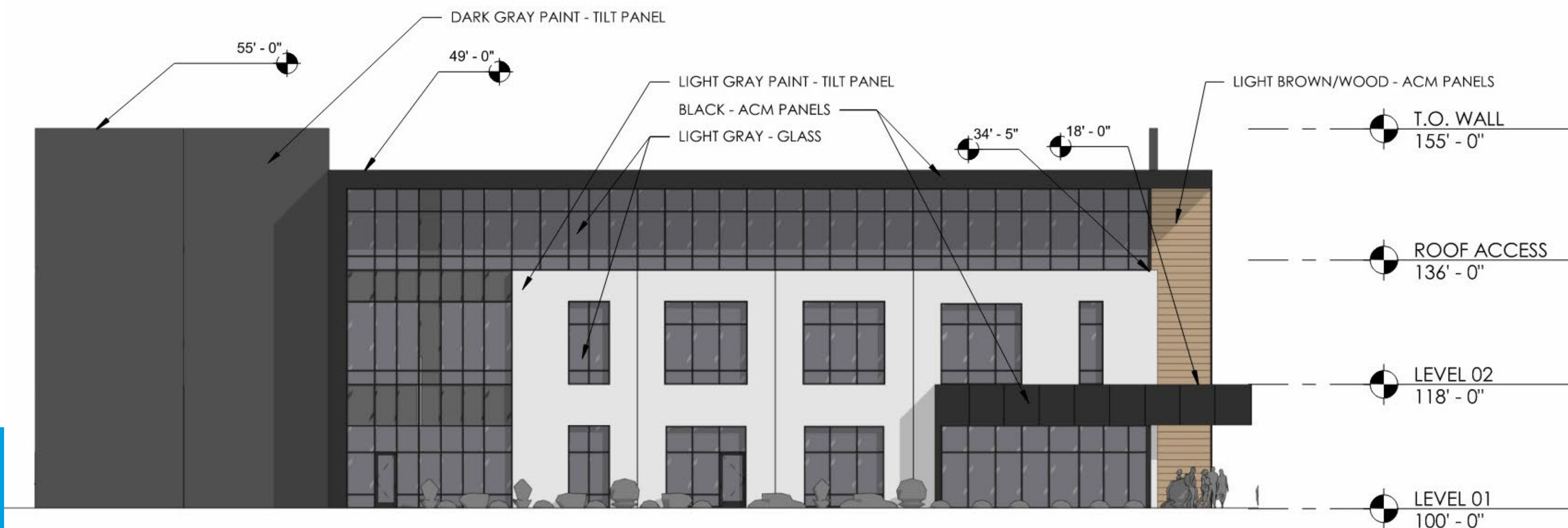
SOUTH ELEVATION

1/16" = 1'-0"



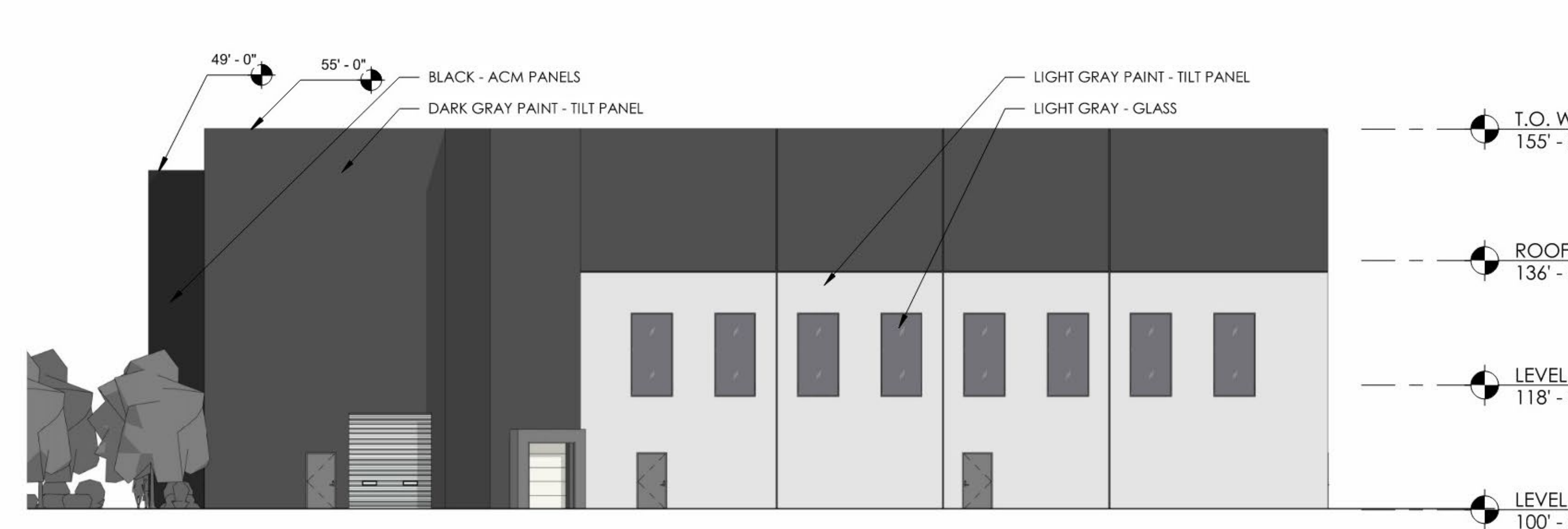
NORTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

A3
A201

Site Plan

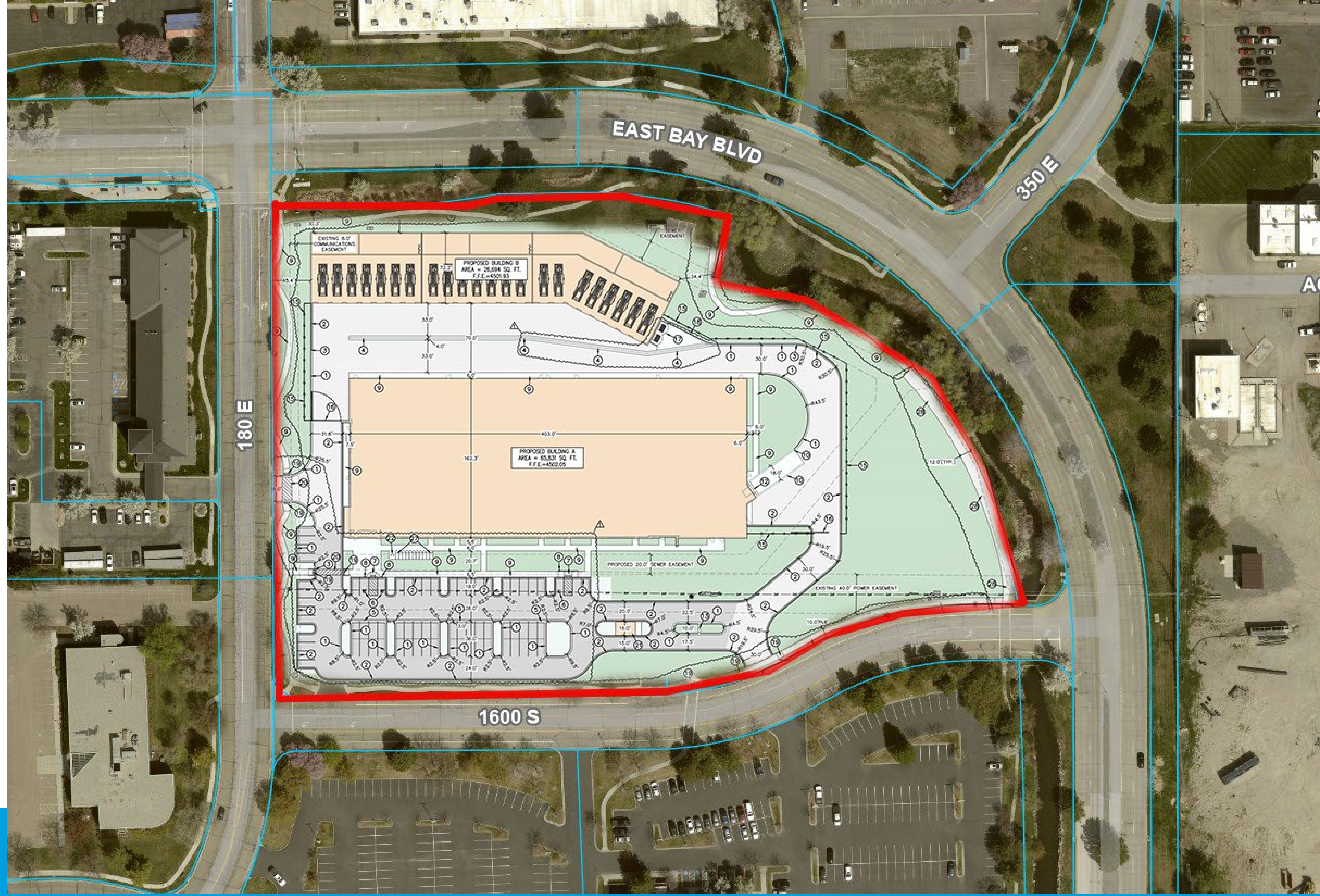
132,000 Sq. Ft.

Original plan: onsite power generation.

Current plan: emergency backup generators

A closed-loop water system will be used

Parking 72 stalls with TDM



1507 S 180 E



**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: DWRIGHT
Presenter: Dustin Wright, City Planner
Department: Development Services
Meeting Date: 3/10/2026
Requested Duration (Minutes): 15 minutes
CityView or Issue File Number: PLRZ20250622

SUBJECT: 7 An ordinance amending the zone map classification of real property, generally located at 1507 S 180 E, from the planned industrial commercial (PIC) zone to the planned industrial commercial data center overlay (PICDC) zone. (PLRZ20250622)

ADMINISTRATIVE RECOMMENDATION: The Planning Commission recommends approval to amend the zone map.

ADMINISTRATIVE MEMO:

The applicant has submitted a project plan along with a rezone request for properties located at approximately 1507 S 180 E to allow for a new data center facility to be built. The property is currently zoned as Planned Industrial Commercial (PIC) and they are requesting to combine it with the Data Center (DC) overlay zone. The DC overlay can only be applied to property in the PIC of Light Manufacturing (M1) zones. This is a new overlay zone, and this is the first property requesting this zone.

The original plans for this site were to have a data center with onsite power generation. The opportunity came to acquire power from the city grid instead of generating power onsite and this has been seen as a favorable alternative because it will not create the environmental concerns that came with generating power onsite. The applicant has proffered a development agreement to restrict power for the data center to only come from the grid and that the data center will utilize a closed-loop water system for non-consumptive purposes that would not exceed 4,380,000 gallons per year.

FISCAL IMPACT: The property owner will cover impacts related to power supply.

BACKGROUND:

There are currently two data centers in Provo:

1. Bluehost: currently has a peak monthly demand of 2.7M average with a 3.9MW maximum available.
2. Ace Data: currently peak monthly demand of 1.7MW average, and a 3.6MW Maximum available. Currently, there are \$170,000 in unpaid ATC Fees. It was constructed anticipating a 90% load factor (essentially operating 90% of the time). This would have generated approximately 1.25 million in revenue to the

general fund through 2025 if operated at this level. However, the actual revenue collected through 2025 was \$58,815. It has not operated at the 90% load factor.

40 The Mayor is authorized to negotiate and execute a development agreement as proposed
41 by the applicant for this zone change, consistent with the representations made by the applicant
42 and the applicant’s representatives to the Council. An executed copy of the agreement will be
43 attached as Exhibit C after execution. The zone map classification change described in Part I is not
44 effective until the date of final execution of the development agreement.

45 PART III:

- 46
- 47 A. If a provision of this ordinance conflicts with a provision of a previously adopted
48 ordinance, this ordinance controls.
- 49
- 50 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,
51 sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the
52 remainder of the ordinance is not affected by that determination.
- 53
- 54 C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has
55 been posted or published in accordance with Utah Code Section 10-3-711, presented to the
56 Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with
57 Utah Code Section 10-3-713.
- 58
- 59 D. The Municipal Council directs that the Provo Zoning Map be updated and codified to
60 reflect the provisions enacted by this ordinance.
- 61
- 62 E. Notwithstanding any provision or language to the contrary in this ordinance, if the
63 Development Agreement authorized in Part II has not been fully executed by the necessary
64 parties within one year from the date of the Municipal Council’s approval of this ordinance,
65 the entire ordinance expires, becoming null and void as if it had never been approved.
66 Because the zone map classification change contemplated in Part I cannot come into effect
67 if the Development Agreement is not executed, neither the applicant nor any successor(s)
68 in interest has any vested rights under this ordinance if it expires.

EXHIBIT A



EXHIBIT B

Legal Description

Beginning at a point on the easterly right-of-way line of 180 East Street, said point is 76.55 feet East and 1,021.18 feet South from the Northwest Corner of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence S.89°49'08"E. 77.37 feet; thence N.87°57'51"E. 57.46 feet; thence N.83°07'12"E. 56.27 feet; thence N.81°35'28"E. 42.76 feet; thence N.89°00'00"E. 83.49 feet to a point of tangency with a 472.99 - foot radius curve to the right, concave southerly; thence Easterly 156.83 feet along the arc of said curve, through a central angle of 18°59'50" (Chord bears S.81°30'04"E. 156.11 feet); thence S.13°12'57"W. 70.78 feet; thence S.78°35'47"E. 102.19 feet; thence S.58°54'25"E. 138.35 feet; thence S.30°25'53"E. 112.16 feet; thence S.15°10'39"E. 139.57 feet; thence S.01°47'45"E. 9.01 feet to the northerly right-of-way line of 1600 South Street; thence along said northerly right-of-way line the following five (5) courses: 1) S.89°50'00"W. 46.89 feet to a point of tangency with a 358.00 - foot radius curve to the left, concave Southerly; 2) Westerly 188.78 feet along the arc of said curve, through a central angle of 30°12'47" (Chord bears S.74°43'37"W. 186.60 feet) to a point of reverse curvature with a 302.00 - foot radius curve to the right, concave Northerly; 3) Westerly 159.25 feet along the arc of said curve, through a central angle of 30°12'46" (Chord bears S.74°43'37"W. 157.41 feet); 4) S.89°50'00"W. 363.24 feet to a point of tangency with a 23.50 - foot radius curve to the right, concave Northeasterly; 5) Northwesterly 36.91 feet along the arc of said curve, through a central angle of 89°59'10" (Chord bears N.45°10'00"W. 33.23 feet) to the easterly right-of-way line of 180 East Street; thence N.00°10'00"W. 476.18 feet along said easterly right-of-way line to the POINT OF BEGINNING. Containing 317,870 square feet or 7.297 acres, more or less.

Provo City Planning Commission

Report of Action

February 11, 2026

***ITEM 1** Stephen Styler requests a Zone Map Amendment to add the Data Center Overlay (DC) Zone to property in the PIC Zone, to develop a data center located at 1507 S 180 E. East Bay Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250622

The following action was taken by the Planning Commission on the above described item at its regular meeting of February 11, 2026:

RECOMMENDED APPROVAL

On a vote of 5:2, the Planning Commission recommended that the Municipal Council approve the above noted application and authorize the Mayor to sign the development agreement that would:

1. Not allow onsite primary power generation;
2. Require that a closed-loop water system is used;
3. Guarantee water usage does not exceed 4,380,000 gallons per year; and
4. Require any water from the closed-loop system be removed by a third party and is not discharged into city systems.

Motion By: Lisa Jensen

Second By: Jon Lyons

Votes in Favor of Motion: Lisa Jensen, Jon Lyons, Melissa Kendall, Matt Wheelwright, Jonathon Hill

Votes Opposed: Barbara DeSoto, Joel Temple

Anne Allen was not feeling well and was excused before the motion.

Jonathon Hill 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 Data Center Overlay Zone is described in the attached Exhibit A.

RELATED ACTIONS

February 11, 2026 Planning Commission Item 2 project plan PLPPA20250210 was approved with conditions and is subject to this rezone being approved by the Municipal Council.

DEVELOPMENT AGREEMENT

- Applies - referred applicant to Council Attorney.
- Planning Commission recommended that the items proffered by the applicant be included in a development agreement and the applicant agreed.

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 12/03/2025.

NEIGHBORHOOD AND PUBLIC COMMENT

- Multiple Neighborhood District Chair(s) were present or addressed the Planning Commission.
- 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:

- Letters that came prior to the hearing were provided to the Planning Commission for review.
- A letter from the Mayor was also provided to the Planning Commission, read during the hearing, and is included in this report as Exhibit B.
- Data centers can put off a lot of heat, and things should be done to make good use of this.
- This data center would be close to hotels and a school. 200' is not enough distance from a school, it will be too loud.
- The city would be giving up a lot for a little in return.
- Data centers do not provide enough jobs considering the amount of land that they use.
- This would be the largest data center in Provo.
- Air pollution, low jobs, and high-water use are elements of data centers and are unwanted.
- It would be good for them to find out how to use the silver water from the wastewater treatment plant.
- There will be a lot of heat and air conditioning units needed, and these will be noisy.

APPLICANT RESPONSE

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

- There is a need here in the valley to have a data center to serve the needs of businesses that want to be close to the data to reduce latency.
- This is a great site because of the existing infrastructure to be able to serve the power needs from the grid instead of generating power onsite.
- The size of generators within the ancillary structure on the site will be reduced in size to be used as emergency back up generators.
- There have been discussions with the wastewater treatment plant that is adjacent to the proposed facility to be able to use the byproduct called silver water. It would be beneficial for both facilities if this could be done.
- This would be a constant load and not be contributing to peak demands that come from everyone turning things on when they get home.
- Sound mostly comes from the energy generation equipment. This facility will only use emergency generators. The noise levels at the property line would be 60-65 dBA. If sound attenuation is needed to keep to that level, the developer understands that this is their obligation.
- The closed-loop water system will have 99.9% efficiency and the water used will not need to be chilled but can be room temperature.
- The owner also owns the other building to the south and they have had a lot of vacant office space for some time now. This proposed use has a current demand and will not be vacant.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The applicant has proffered to limit the amount of water that would be used for this site. This would be part of a development agreement to limit the amount of water to 4,380,000 gallons per year.
- There are other data centers in Provo already; this is the first to apply under the new data center overlay zone.
- The data center would be a combined 132,000 square feet.
- Solar power onsite would not be enough to support this site's needs, but they would be allowed to use solar power.
- Provo Power would require a power purchase agreement, and this would make it so that it does not change the rates for Provo City residents.
- The infrastructure needed to get power to this facility will have to be paid for by the developer and not the city.
- Provo Power will be able to sell power at a consistent rate, and this will bring revenue to the general fund and this would be substantial based on the amount of power that would be sold.
- We want to preserve our natural resources, but this doesn't seem to do that.
- The rates will not go up and will not be taking power but will be bringing in power through agreements for its needs.

- Generators will only be used during outages.
- There are plenty of empty offices on the campus that are not bringing in any jobs, where this data center will bring in some jobs.
- There will be a property tax base increase with this development.



Planning Commission Chair



Director of Development Services

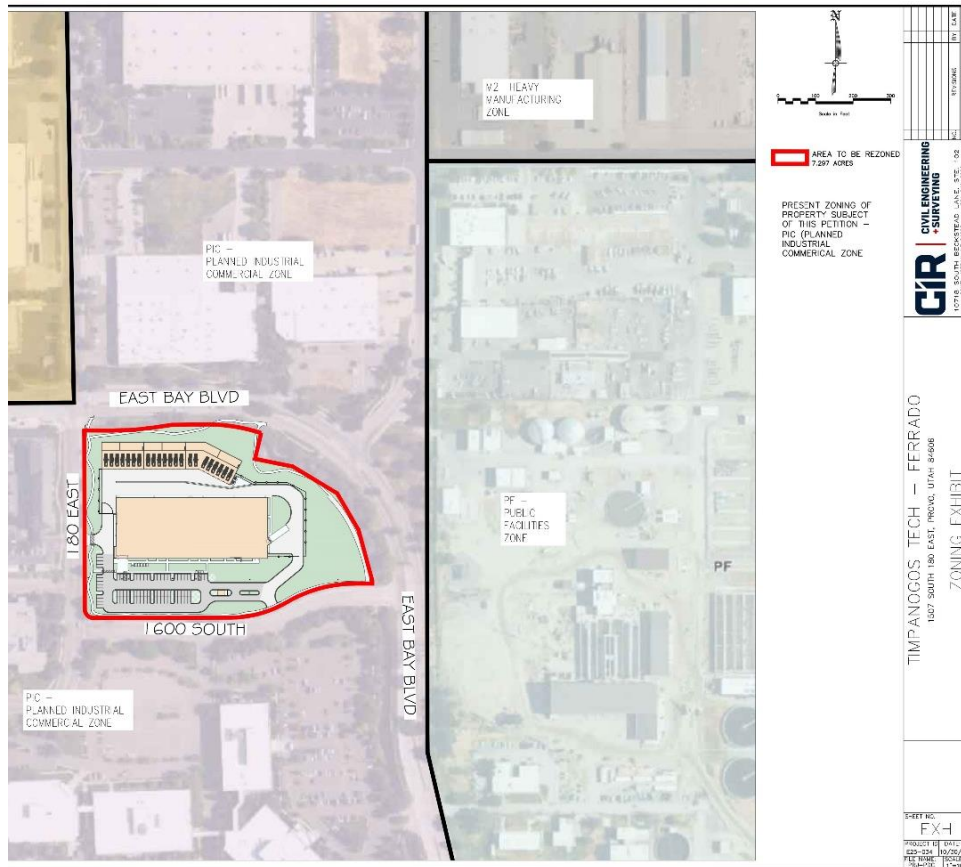
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ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

Legislative items 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 Development Services Department, 445 W Center Street, 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 Description

Beginning at a point on the easterly right-of-way line of 180 East Street, said point is 76.55 feet East and 1,021.18 feet South from the Northwest Corner of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence S.89°49'08"E. 77.37 feet; thence N.87°57'51"E. 57.46 feet; thence N.83°07'12"E. 56.27 feet; thence N.81°35'28"E. 42.76 feet; thence N.89°00'00"E. 83.49 feet to a point of tangency with a 472.99 - foot radius curve to the right, concave southerly; thence Easterly 156.83 feet along the arc of said curve, through a central angle of 18°59'50" (Chord bears S.81°30'04"E. 156.11 feet); thence S.13°12'57"W. 70.78 feet; thence S.78°35'47"E. 102.19 feet; thence S.58°54'25"E. 138.35 feet; thence S.30°25'53"E. 112.16 feet; thence S.15°10'39"E. 139.57 feet; thence S.01°47'45"E. 9.01 feet to the northerly right-of-way line of 1600 South Street; thence along said northerly right-of-way line the following five (5) courses: 1) S.89°50'00"W. 46.89 feet to a point of tangency with a 358.00 - foot radius curve to the left, concave Southerly; 2) Westerly 188.78 feet along the arc of said curve, through a central angle of 30°12'47" (Chord bears S.74°43'37"W. 186.60 feet) to a point of reverse curvature with a 302.00 - foot radius curve to the right, concave Northerly; 3) Westerly 159.25 feet along the arc of said curve, through a central angle of 30°12'46" (Chord bears S.74°43'37"W. 157.41 feet); 4) S.89°50'00"W. 363.24 feet to a point of tangency with a 23.50 - foot radius curve to the right, concave Northeasterly; 5) Northwesterly 36.91 feet along the arc of said curve, through a central angle of 89°59'10" (Chord bears N.45°10'00"W. 33.23 feet) to the easterly right-of-way line of 180 East Street; thence N.00°10'00"W. 476.18 feet along said easterly right-of-way line to the **POINT OF BEGINNING**.
Containing 317,870 square feet or 7.297 acres, more or less.

EXHIBIT B

Letters to the Planning Commission

Natalie King | February 11, 2026

1507 S 180 E Data Center

Greetings,

I am writing shortly ahead of your meeting to discuss possible plans for a data center here in Provo.

I strongly urge you NOT to move forward with new zoning to enable this to move forward. I know your commission members like to argue that their zoning decisions are neutral and are only made so far as to enable Provo City Council to make decisions. In this case, however, it is clear to me that recommending zoning changes to be put forward would simply set our city on a disastrous path.

Data centers will either compromise residents' electricity rates (which are already climbing steadily year after year) or air quality, if the center decides to generate its own electricity (often done with air polluting diesel fuel). Furthermore, noise concerns and water usage, regardless of so-called closed-looped systems, are in my opinion not at all worth the economic "benefits" (I don't think only 20 new jobs in the long run, post construction, are at all worth the potential impacts).

Data centers will certainly have a place in our digital lives. However, our environment (with inversion already a perennial concern) and water needs (which we already have already heavily exceeded) state clearly that Provo is NOT the place for these centers.

Due to these concerns, I ask that you not allow these plans to move forward another inch. Please vote NO on recommending these changes to the City Council and save us all the headache.

Yours respectfully,

Natalie King
Provo Resident

Paul Matthews | February 11, 2026

Data center proposal in provo

Members of the council,

I would like to voice my strong opposition to the proposal to build a datacenter at 1507 S 180 E in Provo. As a resident, and as a customer of Provo City Power, I cannot see any significant public benefit to Provo with the addition of a data center.

The proposal submitted asserts that they will hire local community members, and they can partner with local universities. This sounds great - all above board. And I agree, they probably will. From an outsider's perspective, this sounds like it could be a valuable addition to the city. The reality of their promise is far more nuanced. I have worked my entire career in the computer industry. I have worked inside data centers, and utilized their services on a personal

and professional basis. The reality is this: ***data centers do not require large workforces***. If you have ever been to a data center or worked for one, they have very few people on staff. Maintenance folks to maintain the facility and possibly one or two data center techs on the clock at any given time to actually run the data center. Server hardware rarely fails, but it does happen. When they do, you need someone around that can go fix it. As someone who has worked the lonely day or night shifts at a datacenter housing tens of thousands of servers, there's not a lot of pressing work for a single person to do. Data centers rarely employ a significant number of staff members to do anything other than menial hardware work. These positions are generally entry-level positions, with very little opportunity for career advancement.

Reading the company's proposal, they project they are going to use between 30-50 megawatts of power, potentially even more. As noted in the proposal, Provo City Power supplies about 175 megawatts of power. Further, the proposal is going to use 100% of grid power for its operation. That means an additional 17 to 28 percent greater demand on the grid. With greater demand, this will almost certainly result in an increase in residential power costs due to the effects of a small few. Furthermore, this will almost certainly require an additional capital expenditure to expand and upgrade grid capacity - for this singular facility - and who is going to pay for that? Everyone. All ratepayers of Provo City Power are going to have to subsidize the upgrade of electrical infrastructure that benefits a single entity only. And even if - as asked in the proposal - they cover the entire 66,000 square feet of the building in solar panels, they could only generate around 10 megawatts of power under optimal conditions during the day. No matter what, the bulk of their demand will be a significant portion of usage on the grid.

The company claims they will have less than 65dBA of noise at the property line, which falls within the noise ordinance. The reality is this, you don't realize how much you value silence until it's gone. Have you ever lived near a freeway or busy road? You eventually get used to it, but you really tend to notice how annoying it is when you actually go somewhere without the constant hum of noise. And that's the problem. This is a datacenter. It doesn't shut down. The annoying hum from this facility will become a thorn in everyone's sides. It's designed to run 24x7x365. *All. The. Time.* You will be looking at a constant, neverending hum of noise for as long as this facility is in operation. It is also noteworthy that this facility is across the street from not one, but *two* hotels, and a school. What kind of impact is that going to have on them?

Finally, datacenters tend to utilize a significant amount of water. The proposal seems not to have a clear plan for what they are going to do on the water and cooling front. It seems to propose anything from moderate water use to a closed-loop system. On one end, the proposal calls for fairly hefty water usage. On the other - a closed-loop system, I can only imagine that the power demands would increase even further - there is no free lunch fighting the laws of thermodynamics. They can either vent water, which saves cooling costs; or they have to use air conditioning to cool the water before it can be reused.

Please, members of the planning committee, I beseech you. Reject this proposal. This company, nor any other datacenter proposed, has Provo's best interests in mind. They are seeking one thing, and one thing only: cheap electrical power. While true, this is no hyperscale datacenter, it proposes a 25% increase in demand to Provo City Power. This will almost certainly impact municipal customers, for the benefit of a small few. In addition, they will use a significant amount of water, which we need to conserve.

Thank you,

-Paul Mathews

Dalene Rowley | February 10, 2026

Please say NO to data centers in Provo

Hello,

Thank you for considering my comment.

As a long-time resident of Provo (since 1981), a mom and grandmother with an eye on the future we're leaving our children, I care deeply about being a wise steward of our land and over our resources. And I strongly oppose the use of resources - especially scarce resources such as water in an arid state (given the state of our snowpack, we ought not even be considering it) - for a data center.

In addition to the environmental costs, let me be clear: We do not want to subsidize--directly or indirectly--any significant demand of water or of power for data centers in Provo.

Even with the closed-loop cooling system, 7,000-12,000 gallons of water per day is not insignificant. Dismissing that usage as similar to that of a car wash or a laundromat is unacceptable. Laundromats fulfill a basic human need for some Provo residents. (Do not get me started on car washes - we have too many and I don't believe having a high density of car washes in our city a wise use of our resources either.)

Powering this proposed data center through Provo City Power will absolutely affect our community. Higher demand not only impacts usage costs, but costs relative to any impact on our infrastructure (maintenance as well as potential upgrades) are inevitably passed on to the rest of us.

I ask that the Provo City Planning Commission not recommend rezoning of this site for a data center.

Thank you,

Dalene Rowley
Provo, Utah

Dorie Kim | February 9, 2026

Please DO NOT build the data center

Planning Commission Committee,

My name is Dorie Kim. I was born and raised in Provo and am now raising my own family here. I am deeply concerned about the possibility of a data center being built here in our city.

It is well-known that data centers drain natural resources such as water and electricity. As we face a record-low drought, it is irresponsible to build a data center that will only drain more of our resources, and that our power grid isn't able to keep up with. This data center does more harm than good. It is in our best interest to keep data centers away from our city.

Sincerely,
Dorie Kim

Lyssandra Harker | February 6, 2026

Against Data Center on Provo's Grid

Hello,

I would like the city planning team to recommend against the rezoning for a new, large data center to be built

As I understand it, Provo has been courting ideas of different businesses and wanting to invite new businesses into our city, to provide long term growth and stability in our local economy.

With a data center of this size running on our current power grid, the energy consumption would be significant enough to possibly preclude other business opportunities within the city. In exchange, only 20-30 long term jobs are estimated to be generated by this. Some data centers run with fewer employees than that even.

Please consider the long term impact and outcome of this on other businesses and private citizens that need energy in Provo and those that would want access to power in the future.

This would drive up electricity prices for everyone, based on every city I've heard of with established data centers. It could also become impossible to support other large scale businesses/industries if our power supply is overburdened.

I genuinely believe the city would not benefit enough from this deal to make it worth crowding out other opportunities to this degree. And approval of this data center may spell out an increase in electricity cost of 20% or even higher for residents.

<https://www.foxnews.com/tech/why-ai-causing-summer-electricity-bills-soar>

Thank you,

Lyssandra Harker

Daniel Pope | February 5, 2026

Data center

I saw the new proposal for a data center in East Bay of Provo and I am writing this email to express my concerns about the harm such a facility can do to our city and to our environment

As you know, data centers require a lot of water and put out a lot of heat due to the requirements of cooling such a large processor. Period and as you can probably tell by looking at the window, the average temperature for our entire winter has been far higher than it should be already, and the water usage poses a threat to the great Salt Lake and other environmental factors.

Within the proposal view implied that a lot of jobs and economic opportunities could come from this data center, but I feel that the risk is not worth the rewards specially considering the high likelihood of this AI bubble to burst. It is my opinion that building the state center will cause more economic harm than good.

I think thank you for your time and for all that you do for our community,

Danny Pope

Mori Anderson | February 5, 2026

Concerned to citizen

Hello, I have been in Provo my whole life and I recently heard about the plans of a data center being built near Sam's Club. I would like to write to urge you to not go through In building and operating this data center, There is countless research about the effects, It will do to the wonderful people living near it. Plus the environmental effect is not worth the AI that is not developed enough for this kind of facility to be built.

I repeat AI is not at a place that is helpful for humans. The only thing it does is waste water and pollute our beautiful planet.

Tech billionaires want to convince people that their investment is useful when it truly isn't. Again there is countless research supporting my arguments here and I truly hope you all make the right decision in stopping these plans but instead bettering Provo instead of crippling it.

Thank you for your hard work and please make the right decisions for the residents you work for.

A concern citizen, Mori Anderson.

Planning Commission Members,

I would like to thank Provo City staff for their thorough work on Item 1 requesting to add a Data Center Overlay Zone to a property in East Bay. They have done their due diligence to ensure that the data center proposal coming before you today complies with our current city code and master plan, which is their primary responsibility. As mayor, I feel it is *my* responsibility to articulate my policy position regarding data centers, which I would like you to consider. I believe policy and data demonstrate that additional data centers are not in the best interest of Provo's residents. Provo is a largely built-out city with limited remaining land. As a result, land use decisions—particularly in key redevelopment areas—must prioritize long-term economic value, alignment with the City's strategic goals, and uses that strengthen the City's tax base and workforce.

Data centers generate very few permanent jobs, provide limited wage growth, and contribute minimal ongoing economic activity beyond construction. And, while some data centers such as this one will buy energy from Provo Power, their property values depreciate rapidly under federal guidelines, reducing their long-term value to the City.

The Provo City Council has prioritized a citywide economic development plan that will be completed by late Spring. In evaluating strategies to invigorate neighborhoods and strengthen long term fiscal sustainability, East Bay represents one of Provo's most significant opportunities for future economic redevelopment. The area has strong potential to support high-value, job-creating uses that increase Area Median Income and contribute to long-term economic resilience. It would be premature to commit this centrally located site to a use that does not align with these objectives before the City's economic development planning work is complete.

Because data centers are not place-dependent and can be developed in many locations, the Mayor's Office believes East Bay should be reserved for uses that represent the highest and best use of this important redevelopment area.

In my communication with you today, I feel it is also important to emphasize the Planning Commission's role as a quasi-legislative body. While it is true that certain circumstances require the Planning Commission to function as an *approving* authority focused solely on legal compliance when reviewing projects, specific cases—such as today's proposal, which would require a zoning change—formally afford the Commission more discretionary *recommending* power. Given the significant opportunity cost of prematurely approving this project, I urge you to exercise this discretionary power tonight.

If you have any questions about my position or would like to discuss this issue further, please do not hesitate to reach out.

Thank you for your consideration.

Respectfully,

Mayor Marsha Judkins



MARSHA JUDKINS
PROVO MAYOR
PROVO CITY | OFFICE OF THE MAYOR
445 W CENTER ST, PROVO UT
TEL 801 852 6161

***ITEM 1** Stephen Styler requests a Zone Map Amendment to add the Data Center Overlay (DC) Zone to property in the PIC Zone, to develop a data center located at 1507 S 180 E. East Bay Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250622

BACKGROUND

The applicant has submitted a project plan along with a rezone request for properties located at approximately 1507 S 180 E to allow for a new data center facility to be built. The property is currently zoned as Planned Industrial Commercial (PIC) and they are requesting to combine it with the Data Center (DC) overlay zone. The DC overlay can only be applied to property in the PIC of Light Manufacturing (M1) zones. This is a new overlay zone, and this is the first property requesting this zone.

Staff have been working with the applicants to address the standards in Planned Industrial Commercial (PIC) zone and the requirements in the proposed Data Center (DC) overlay zone. The original plans for this site were to have a data center with onsite power generation. The opportunity came to acquire power from the city grid instead of generating power onsite and this has been seen as a favorable alternative because it will not create the environmental concerns that came with generating power onsite. The applicant has proffered a development agreement to restrict power for the data center to only come from the grid and that the data center will utilize a closed-loop water system for non-consumptive purposes that would not exceed 4,380,000 gallons per year.

The adjacent property to the east is currently zoned Public Facilities (PF) and the property to the north, south and east, is zoned Planned Industrial Commercial (PIC) and the property to the north west is Regional Shopping Center (SC3).

STAFF ANALYSIS

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 amendment would allow for a data center that would not generate onsite power or consume large amounts of water. There is growing need for data centers in the state.

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

Staff response: Power will come from the city grid and water used for cooling will be part of a closed-loop system. They proposed partnerships with local universities for data center technician training and paid apprenticeship programs. They will also hire a local workforce for as many operations and maintenance employment positions as possible.

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

Staff response: They plan to implement low-impact development (LID) stormwater systems and use native, drought-tolerant landscaping on the property to help support the Conservation and Resiliency Plan and General Plan.

(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: They understand that desired power increases will be subject to timing and availability from Provo Power.

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

Staff response: This rezone is not anticipated to hinder any policies.

(f) Adverse impacts on adjacent landowners.

Staff response: The data center will have backup generators that will need to be tested periodically and used in the event of a power outage.

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

Staff response: The zoning is correct for this site.

(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.

Since there will not be power generation onsite, and they will be relying on power from the grid, the impacts to air quality, noise, and vibrations are not what they would be if power was generated onsite. Backup generators will be natural gas which is cleaner than diesel and will only be used for testing and in the event of power loss from the grid. A development agreement has been proffered to ensure that the power generation will not occur onsite and that they will obtain it from the grid.

The other impact to consider is water consumption and waste water. Their plan is to use a closed-loop system. The estimate for this system would be to use between 7,000-12,000 gallons of water per day, including both the water for cooling the servers and for basing domestic needs (like restrooms for staff, *landscaping, etc.*). This would be roughly comparable to that of a carwash or laundromat. Additionally, the water for cooling would be cycled through the system repeatedly rather than evaporating off like some data center cooling systems, which means that over time their real average daily water use is significantly lower than a traditional data center. This closed-looped system has also been proffered as part of the development agreement.

CONCLUSION

Staff recommend approval of the overlay zone with a development agreement that ensures no onsite power generation and a closed-loop water system. With the power coming from the grid and the utilization of a closed loop water system, many of the concerns related to potential environmental impacts are negated.

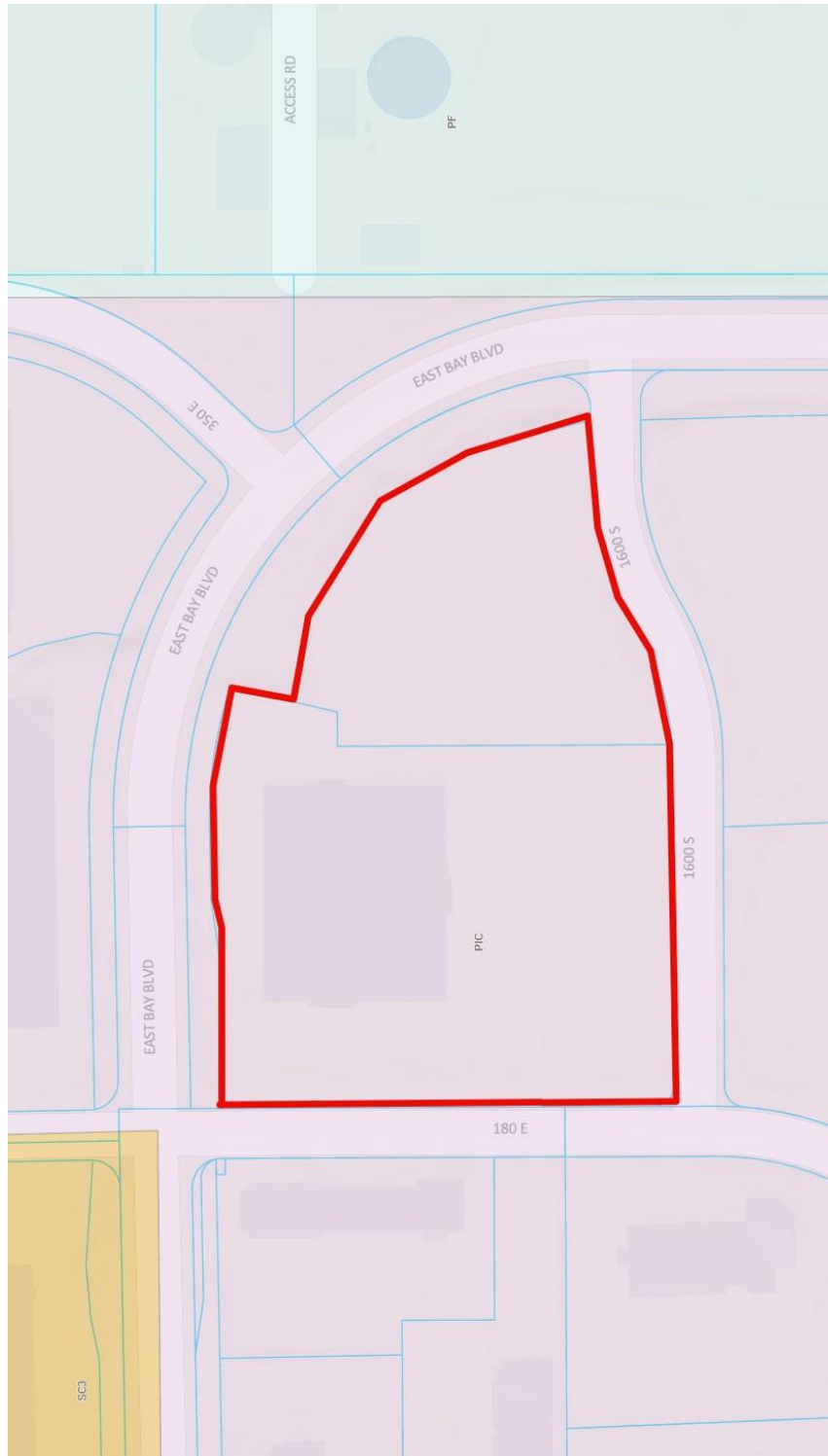
ATTACHMENTS

1. Aerial of Site
2. Current Zone Map
3. General Plan Map
4. Neighborhood District Meeting Minutes 12-3-2025

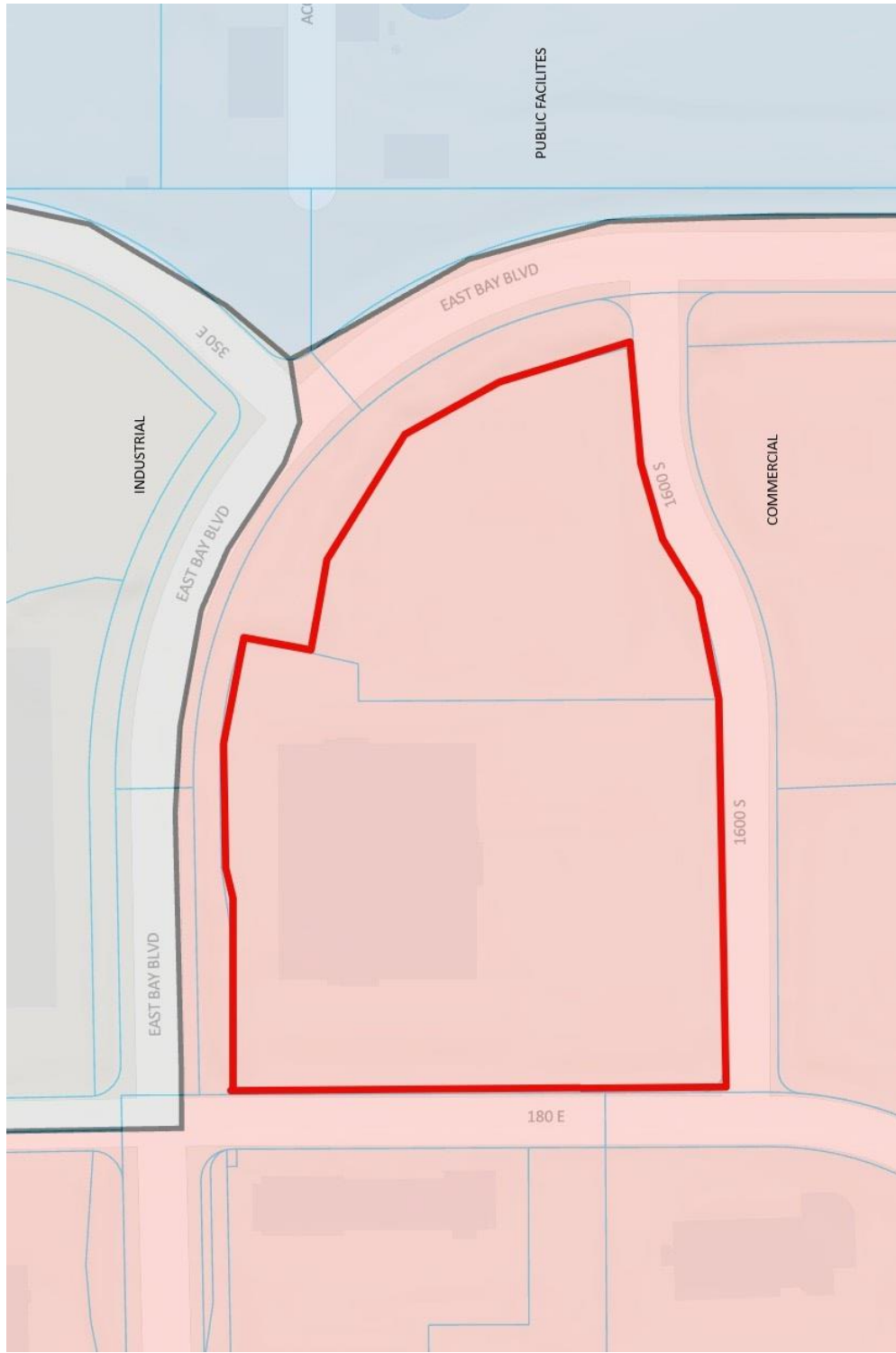
ATTACHMENT 1 – AERIAL OF SITE



ATTACHMENT 2 – CURRENT ZONE MAP



ATTACHMENT 3 – GENERAL PLAN MAP



ATTACHMENT 4 – NEIGHBORHOOD DISTRICT MEETING MINUTES **12-3-2025**

Proposed Zone change to add a Data Center Overlay to a property in the Planned Industrial Commercial Zone at 1507 South 180 East to develop a data center in the East Bay Neighborhood

Developer Steve Styler presented a proposal for a data center at 1507 South 180 East in the East Bay Neighborhood. The property, owned by B+F Timpanogos, is part of the former Novell campus. Styler explained that earlier this year, they began exploring the idea of developing a small data center campus at the site. As they approached the city, Provo officials decided to take a pause and consider appropriate locations for data centers citywide, ultimately designating certain zones (including PIC and M1) as acceptable for data center overlays. After the city approved this new overlay zoning option, Styler's team submitted their application.

The proposed data center would be 65,000 square feet with a two-story building (130,000 square feet total) on a 9-acre site that currently has a 50,000 square foot building used by a couple of businesses. The property is located near the water treatment facility in a commercial area with no nearby residences.

Key features of the proposed data center:

- It would use closed-loop cooling rather than evaporative/water-intensive cooling systems used in Eastern states. Most of the water consumption will be for the office toilets and sinks.
- The developers are discussing with the Public Works Department the possibility of using recycled water from the nearby treatment plant.
- Power usage would be between 5-50 megawatts, starting smaller (around 5-10 megawatts) and potentially growing to about 30 megawatts of IT load.
- Residents noted that for comparison, Provo City's total power consumption in August/September 2025 was approximately 175 megawatts. Residents also showed concern for rising utility costs because of increased demand versus supply, especially given an expected rise in population and its ensuing demand.
- Backup power would be provided by natural gas generators housed in an L-shaped portion of the building.
- A resident asked about the possibility of installing solar panels and batteries to allow the data center to operate on its own power to alleviate demand during peak power hours – Styler noted that they were open to such a plan but had not made any definite decisions.
- Sound levels at the property edge would be approximately 60-65 decibels, lower than a car passing by.
- The facility would employ approximately 20-30 people.
- The estimated construction cost would be around \$280 million.
- When asked why Provo, Styler replied that it's a great 9-acre property that's surrounded by commercial and wastewater treatment and already has access to certain levels of power.
- A resident asked about repurposing the building if it's no longer used as a data center. Styler responded that it could easily be adapted to other uses.

Styler noted that the data center would provide consistent revenue to Provo Power without the volatility of typical power use patterns, and the building could be repurposed in the future if needed. The developers emphasized their commitment to designing an attractive building with glass ribbon windows on the upper level. They also mentioned potential future educational partnerships with local universities and the opportunity to develop a technology workforce trained in AI.

**DEVELOPMENT AGREEMENT
FOR**

([Property Address])

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20__ (the “Effective Date”), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as “City,” and B+F Timpanogos Tech Center, LLC, a Delaware limited liability company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

A. Developer is the owner of approximately 7.29 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”).

B. On _____, the City Council approved Ordinance _____, vesting zoning (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 Property as a Data Center with power consumption not to exceed 50 MW of power (said density, development, and use constituting the “Project”).

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City’s general plan, 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.

D. The City Council accepted Developer’s proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the 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.

G. This Agreement is consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City’s General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the DC Overlay Zone, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the Concept Plan as permitted by the aforementioned zoning designations for the Property.

3. 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 general configuration for the Project. The Project shall be developed by the Developer in accordance 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 variations to the Concept Plan, as defined and approved by the City’s Community Development Director, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.

4. Additional Specific Agreements and Obligations. As an integral part of the consideration for this agreement, the Parties agree as follows:

a. As of the date of this Agreement, PCC Chapter 14.34A does not permit data centers with aggregate power loads exceeding fifty (50) megawatts (MW) unless those data centers meet certain requirements at the time of the application of the DC Overlay and the construction of the facility, including construction of a power generation facility sufficient to cover the projected load. Developer’s current application and proposed construction do not include self-generation, and Developer’s proposal is not to

use the property for a data center with aggregate power load exceeding 50 MW at this time. Instead, the application proposes to utilize grid-connected power from Provo Power to operate a data center with an aggregate power load not to exceed fifty (50) megawatts (MW). However, the Parties agree that should Provo Power increase the supply of power that it can deliver to the Property in excess of 50 megawatts (MW), which Developer can reasonably consume on the Property, and should Provo City Code be amended to allow data centers with aggregate power loads exceeding fifty megawatts without requiring that such data centers construct a power generation facility and self-generate, then this Agreement shall not prevent Developer from consuming said additional power on the Property, provided that there is no material increase in any emissions, water consumption, wastewater discharge, traffic, or other impacts identified and regulated by the City.

b. To clarify and document this understanding, Developer must record a deed restriction on the Property stating that data center use on the Property may not construct any primary power generation on the Property (“Self-Generation”) to power its data centers. The deed restriction must explicitly state that a data center is prohibited from developing or operating Self-Generation on the Property and that such use is prohibited subject to civil and criminal enforcement of that prohibition by City, unless and until application for such use is made to, and approved by, City under the Provo City rules, regulations, and codes in effect at the time of the application.

c. Developer is not entitled to a building permit, and City will not issue such permit, until a deed restriction meeting the requirements of this Agreement has been recorded on the Utah County land records.

d. The Project must utilize a closed-loop water system for non-consumptive purposes. To the extent possible, Developer will utilize non-culinary water sources for use in its Project. The annualized demand for culinary water is not anticipated to exceed 4,380,000 gallons (13.44 AF) per year.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this 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 Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this 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.

- i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:
 1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
 2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
 6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers,

such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

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 delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: B+F Timpanogos Tech Center, LLC _____
Attn: Rane Smith
ranesmith@ferrado-us.com
Phone: (801) 597-8156

To the City: City of Provo
Attention: City Attorney
445 W Center
Provo, UT 84601
Phone: (801) 852-6140

9. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “successor” includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party’s submission of land use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. 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. Third Party Rights. 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. Further Documentation. 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. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. 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 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. Performance. 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. Applicable Law. 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. Construction. 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. Consents and Approvals. 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 hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. 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 recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this 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 party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

10. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section.

Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

11. Sale or Conveyance. 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. No Waiver. 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. Severability. 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. Force Majeure. 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. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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.

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By: _____
Mayor Marsha Judkins

DEVELOPER:

B+F Timpanogos Tech Center, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her official capacity as _____ of Provo City, a municipal corporation of the State of Utah.

Notary Public

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public

Exhibit A

Legal Description

LOT 1, PLAT A, SOUTH PROVO OFFICE CENTER SUB (AREA 4.860 AC)

Parcel Identification No 66:484:0001

LOT 2, PLAT A, SOUTH PROVO OFFICE CENTER SUB (AREA 2.433 AC)

Parcel Identification No. 66:484:0002

|

Exhibit B
Concept Plan

DRAFT

UNIVERSITY AVE.

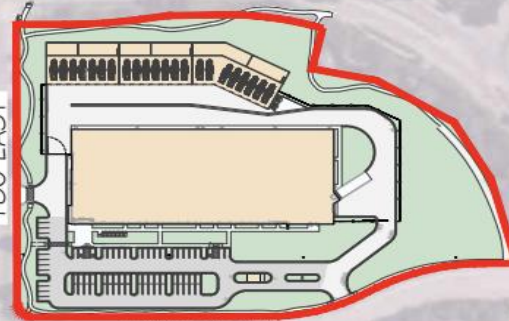
SC3 - REGIONAL SHOPPING CENTER

PIC - PLANNED INDUSTRIAL COMMERCIAL ZONE

M2 HEAVY MANUFACTURING ZONE

EAST BAY BLVD

180 EAST



1600 SOUTH

EAST BAY BLVD

PF - PUBLIC FACILITIES ZONE

PF

PIC - PLANNED INDUSTRIAL COMMERCIAL ZONE

LOT AREAS:		
LOT	SQ. FT.	ACRES.
BUILDING FOOTPRINT	317,870	7.297
ASPHALT	92,812	2.131
TOTAL LANDSCAPING	79,543	1.826
PARKING LANDSCAPING	112,533	2.579
REMAINING LANDSCAPING	4,059	0.093
CONCRETE	108,274	2.486
	33,182	0.762

LOT LANDSCAPING AREAS:		
	STALLS	CITY REQ'T
PARKING AREA	72	2,880 (40 SF/STALL)
PARKING AREA LANDSCAPING	4,059	4,059 SQ. FT. PROVIDED

LOT PARKING REQUIREMENTS:		
	SQ. FT.	CITY REQUIREMENT
OFFICE	14,072	56 (1/250)
WAREHOUSE/DATA	144,125	241 (1/600)
PROPOSED REQUIREMENT		
OFFICE	14,072	47 (3.33/1000)
WAREHOUSE/DATA	144,125	24 (1/6000)
TOTAL REQUIRED (PER CITY CODE)		297
TOTAL REQUIRED (PER PARKING STUDY)		71
TOTAL PROVIDED		72
ACCESSIBLE SPACES		3 (3 REQ'D 51 to 75)

- NOTE:
- BICYCLE CALCULATIONS ST - $14,072/20,000 = 1$ (4 PROVIDED)
 - BICYCLE CALCULATIONS LT - $(144,125/15,000) + (14,072/10,000) = 11$ (11 PROVIDED)

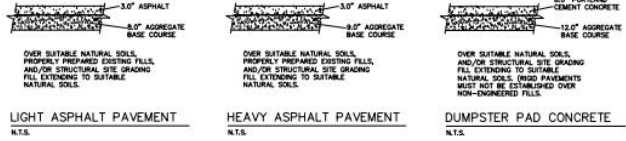
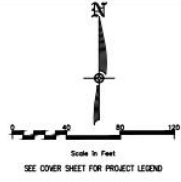
SITE NOTE

LANDSCAPING AND SIDEWALKS ARE TO BE MAINTAINED BY PROPERTY OWNER UP TO THE TOP BACK OF CURB ALONG EAST BAY BLVD. THE PROPERTY OWNER WILL THEREFORE BE RESPONSIBLE FOR REMOVING SNOW FROM SIDEWALKS. EXISTING FIRE FOOT WIDE SIDEWALK CAN REMAIN UNLESS DAMAGED DURING CONSTRUCTION IN WHICH CASE IT WILL HAVE TO BE REPLACED SIX FOOT WIDE SIDEWALK PER CURRENT CITY STANDARDS.

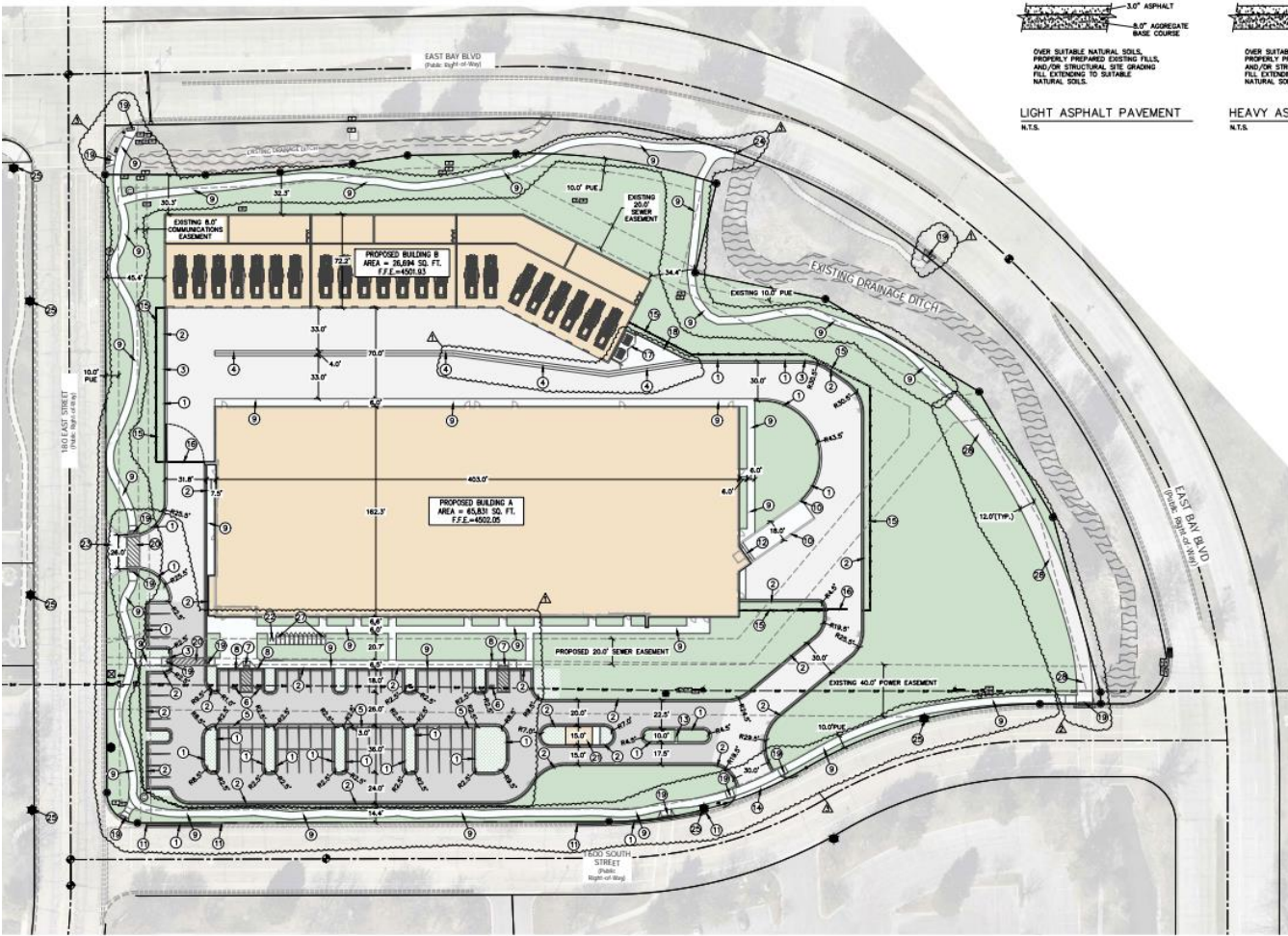
SHEET LEGEND

- PROPOSED LIGHT ASPHALT 3" SURF
- PROPOSED HEAVY ASPHALT 4" SURF

PAVEMENT SECTIONS ARE PER THE APRIL 4TH, 2025 GEOTECHNICAL STUDY BY GSR (JOB NO. 4081-001-00). CONTRACTOR TO INSTALL ALL PAVEMENT PER THE GEOTECH REPORT.



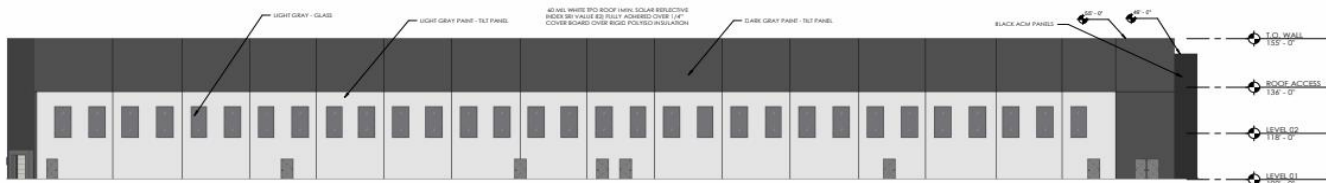
- SITE PLAN KEYNOTES**
- INSTALL 24" CATCH CURB & GUTTER PER APWA STD. PLAN NO. 205.1 TYPE E. SEE DETAIL 1/C4.0.
 - INSTALL 24" REVERSE PAN CURB & GUTTER PER APWA STD. PLAN NO. 205. SEE DETAIL 2/C4.0.
 - CONTRACTOR TO PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED CURB & GUTTER AND REVERSE PAN CURB & GUTTER.
 - INSTALL 4" WIDE CONCRETE WATERWAY PER APWA STD. PLAN NO. 211. SEE DETAIL 3/C4.0.
 - INSTALL 3" WIDE CONCRETE WATERWAY PER APWA STD. PLAN NO. 211. SEE DETAIL 9/C4.0.
 - INSTALL ADA PARKING STALLS PER ADA STANDARDS. SLOPES TO BE LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 12/C4.0.
 - INSTALL PEDESTRIAN ACCESS RAMP PER APWA STD. PLAN NO. 236.3 RAMP TO MEET ADA STANDARDS. RAMP SLOPE TO BE LESS THAN 8.33%. SEE DETAIL 4/S.0.
 - INSTALL ADA SIGN BEHIND SIDEWALK. SEE DETAIL 13/C4.0.
 - INSTALL 6" WIDE CONCRETE SIDEWALK PER PROVO STD. DETAIL NO. 231. SEE DETAIL ON SHEET C5.0.
 - INSTALL DOCK WALL. SEE STRUCTURAL PLANS FOR DETAILS.
 - MATCH PROPOSED CURB & GUTTER TO EXISTING.
 - INSTALL 4" WIDE DOCK WARPED CONCRETE AREA. SEE DETAIL 13/C4.0.
 - INSTALL CONCRETE THROUGH GUTTER.
 - PROPOSED DRIVE APPROACH PER APWA PLAN NO. 225. SEE DETAIL SHEET C5.0.
 - PROPOSED FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - PROPOSED GATE. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - PROPOSED TRASH ENCLOSURE. SEE ARCHITECTURAL SHEET 0011 FOR DETAILS.
 - PROPOSED 6" CURB WALL. SEE DETAIL 11/C4.0.
 - INSTALL PEDESTRIAN ACCESS RAMP PER APWA STD. PLAN NO. 235. RAMP TO MEET ADA STANDARDS. RAMP SLOPE TO BE LESS THAN 8.33%. SEE DETAIL 4/S.0.
 - PROPOSED PAINTED PEDESTRIAN CROSSWALK.
 - PROPOSED GUARD SHACK. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - INSTALL TWO 1/2" BIKE RACKS. SEE DETAIL 6/C4.0.
 - EXISTING DRIVE APPROACH. TO REMAIN.
 - PROVIDE SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING SIDEWALK.
 - EXISTING STREET LIGHT.
 - NOT USED.
 - INSTALL 11 CYCLESAFE ECOMPARK STANDARD MODEL LONG TERM BIKE LOCKERS W/SWING HANDLE, OR APPROVED EQUIVALENT.
 - INSTALL 12" WIDE ASPHALT TRAIL/MAINTENANCE ACCESS. USE HEAVY ASPHALT PAVEMENT SECTION SHOWN ON THIS SHEET.
 - EXISTING STREET LIGHT.



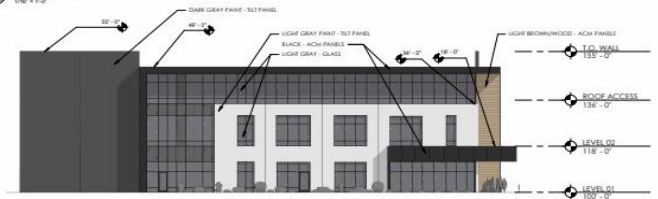
CIVIL ENGINEERING & SURVEYING
GIR
 10718 SOUTH BECKETT LANE, STE. 102
 SOUTH JORDAN, UT 84095 - 801-488-6086
 PROJECT NUMBER: 507
 SHEET NO. **C1.0**
 PROJECT ID: DATE: E25-034 10/01/25
 FILE NAME: SCALE: PROJECT: FERRADO - DATA CENTER
 DRAWN BY: THORSEN No. 354291
 CHECKED BY: THORSEN No. 354291
 DATE: 10/01/25



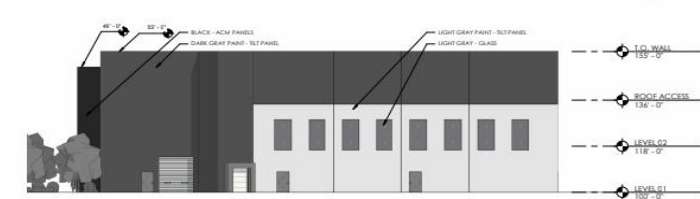
01 SOUTH ELEVATION
1/8" = 1'-0"



02 NORTH ELEVATION
1/8" = 1'-0"



03 WEST ELEVATION
1/8" = 1'-0"



04 EAST ELEVATION
1/8" = 1'-0"

GENERAL EXTERIOR FINISH NOTES:

1. ALL EXTERIOR CONCRETE WALLS THAT REQUIRE PAINTING SHALL BE FACE AND FINISHED PRIOR TO PAINTING.
2. REFER TO ELECTRICAL SHEETS FOR ALL EXTERIOR LIGHTING AND COORDINATE ALL MESSAGING POWER LOCATIONS APPROPRIATELY.
3. SEE DETAILS FOR TYPICAL CONCRETE BEVELS AND PANEL JOINTS.
4. EXPOSE AND SEAL ALL EXTERIOR JOINTS WITH APPROVED PANELING POLYURETHANE SEALANT.
5. REFER TO MECHANICAL COM CODEX FOR GLAZING STANDARDS.
6. EXTERIOR PANELS AND PARTS MUST BE PRETESTED AND APPROVED PRIOR TO APPLICATION.
7. ALL PRODUCTS MUST BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATION AND MUST COMPLY WITH ALL WIND-LOADING PER THE GENERAL STRUCTURAL NOTES AND LOCAL REQUIREMENTS.

- EXTERIOR ELEVATION COLOR:**
- BLACK - ACM PANELS
 - GLASS WITH REFLECTIVE COATING
 - LIGHT BROWN WOOD - ACM PANELS
 - DARK GRAY - TLT PANELS
 - LIGHT GRAY PAINT - TLT PANELS
 - 40 MIL WHITE IPD ROOF PANEL WITH SOLAR REFLECTIVE FINISH VALUE 80. FINISH ADHESIVE OVER 1/4" COVER BOARD OVER RIGID POLYISO INSULATION.

KEYNOTE LEGEND

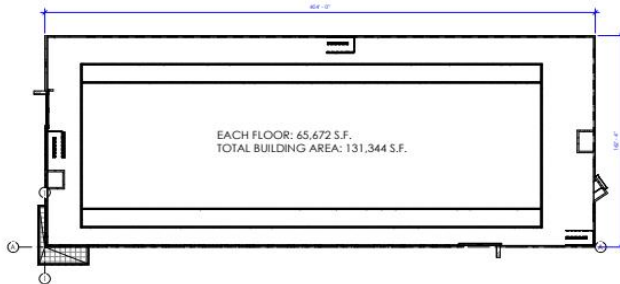


**PRELIMINARY
NOT FOR
CONSTRUCTION**
4/21/2025 11:18:49 AM

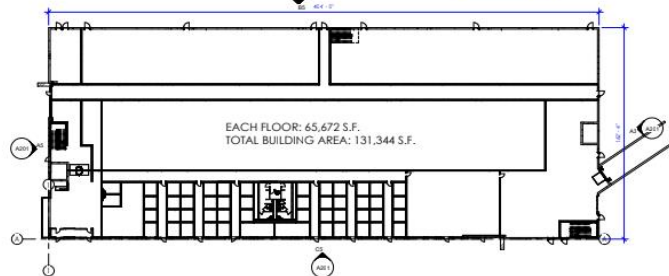
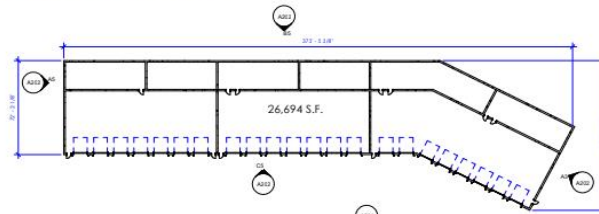
FERRADO - PROVO DATA CENTER
FERRADO
1507 SOUTH 180 EAST PROVO, UT

PROJECT NUMBER	AE2025.009
DATE	04/21/2025
SHEET #	A201

**AE2025.009
ELEVATION**
DATE: 04/21/2025
SHEET #: **A201**
COPYRIGHT: AE URBIA, LLC



LEVEL 02 - CONCEPTUAL FLOOR PLANS



LEVEL 01 - CONCEPTUAL FLOOR PLANS



PRELIMINARY
NOT FOR
CONSTRUCTION
4/21/2025 11:18:42 AM

FERRADO - PROVO DATA CENTER
FERRADO
1507 SOUTH 180 EAST PROVO, UT

REVISIONS	DATE

AE2025.009
LEVEL 01
FLOOR PLAN
DATE: 04/21/2025
SHEET #:
A101
CONFIRMS
AE-URBIA, LLC



UMPA Data Center Policy #2

Data Centers Connecting in Member Cities over 50 MW

Purpose

This policy outlines the requirements and obligations for data centers seeking to connect to the electrical grid in Provo, Spanish Fork, Salem, Nephi, Manti and Levan, member cities of Utah Municipal Power Agency (UMPA) that are greater than 50 MW. The policy ensures that the costs and risks associated with the interconnection, power supply, and related infrastructure are appropriately managed and that member cities are fairly compensated for the use of their transmission and distribution resources.

Scope

This policy applies to any new or expanding data center facilities with an aggregate power load requirement that exceeds 50 MW within the jurisdiction of UMPA and a member city.

Policy Requirements

Any data center developer planning to install or expand data center operations that result in an aggregate power load of more than 50 MW must meet the following conditions:

1. **New Power Plant Requirement:** A new power generation facility must be constructed to supply the increased demand caused by the new data center operations. This facility must be sufficient to cover the projected load and ensure system reliability.
2. **Developer's Responsibility:** The developer is responsible for all costs associated with the development, design, construction, commissioning and operation of the new power plant. This includes, but is not limited to:
 - a) Site selection and acquisition
 - b) Environmental and regulatory compliance
 - c) Engineering and design
 - d) Procurement of generation equipment
 - e) Transmission infrastructure upgrades or additions, if necessary
 - f) Integration with the existing grid infrastructure
 - g) Fuel cost



3. **Transfer of Operational Control:** Once the construction and commissioning of the power plant are complete, operation of the plant will be transferred to UMPA. Ownership of the resource to be negotiated.

UMPA Responsibilities:

- a) **Operational Management:** UMPA will be responsible for the day-to-day operations, including maintenance, monitoring, scheduling and optimization of the power plant to ensure reliability and efficiency.
 - b) **Grid Integration:** UMPA will ensure the seamless integration of the new plant into the grid, providing necessary operational oversight to maintain grid stability.
 - c) **Schedule:** UMPA will schedule the power generation to match the data center's load requirements and integrate it into the overall power supply plan for the region.
4. **Cost Recovery:** The developer will bear all financial responsibility for the construction and commissioning of the power plant, including all costs for upgrades to the local power grid infrastructure that may be necessary to accommodate the increased load.
 - a) No costs for upgrades, expansions, or construction will be passed on to UMPA or member cities.
 - b) Any required transmission line upgrades or other grid enhancements to support the new load must be financed and completed by the developer.
 - c) All costs associated with system load studies by the member city and RMP will be paid by the developer.
5. **Compliance and Regulatory Approvals:** The developer must ensure that the new power plant complies with all local, state, and federal regulations, including environmental standards. All necessary permits and approvals must be obtained before construction begins.
 - a) UMPA will review all plans for the new facility to ensure compliance with operational and technical standards.
 - b) Any failure to comply with these requirements may result in penalties, delays, or denial of the data center's connection to the grid.
6. **Timeline and Milestones:** The construction of the new power plant must be completed and operational before the data center's load requirement exceeds 50 MW.
 - a) UMPA and the developer will establish a mutually agreed-upon project timeline, including key milestones and deadlines for permitting, construction, and commissioning.
 - b) Any delays in the power plant's completion will delay the commissioning and power-up of the data center facility.



7. Default and Liability Protection

- a) In the event of a default by the data center, other ratepayers in UMPA member cities shall bear no financial liability. The data center must provide financial guarantees to cover any potential losses or liabilities arising from a default, ensuring that member cities and their ratepayers are fully protected.
- b) The data center must establish a mechanism, such as a performance bond or other suitable financial instrument, to cover the cost of any damages, unpaid bills, or other financial obligations in the event of a default.

8. Compensation for Transmission and Distribution Capacity

- a) UMPA member cities must receive adequate compensation for the use of their transmission and distribution infrastructure. The compensation will be determined based on the extent of the capacity used by the data center and the impact on the local grid.
- b) The terms of compensation will be included in the member cities' new tariff approved for the project and must ensure that member cities are fairly remunerated for the maintenance and costs associated with the data center's use of the grid.

Limitations

- a) Electricity acquired by UMPA pursuant to this Policy is not and shall not be deemed to be "S-1 Electricity" within the meaning of the Power Sale Agreements S-1 dated as of January 1, 2016 (Power Sale Agreements) between UMPA and the member cities.
- b) All costs, expenses and charges incurred by UMPA pursuant to this Policy shall be paid by the applicable data center and shall not be recovered through the "S-1 Rate Schedule" under (and as such term is defined in) the Power Sale Agreements.

Implementation

Failure to comply with the terms of this policy may result in the denial of interconnection.

Review and Amendment

This policy will be reviewed periodically and may be amended as necessary to reflect changes in technology, market conditions, or regulatory requirements. Any amendments will be subject to approval by the UMPA Board of Directors.



Effective Date

This policy is effective immediately upon approval by the UMPA Board of Directors. All new data center interconnection requests received after this date will be subject to the terms of this policy.



UMPA Data Center Policy #1

Data Centers Connecting in Member Cities From 5 MW to 50 MW

Purpose

This policy (Policy) outlines the requirements and obligations for data centers seeking to connect to the electrical grid in Provo, Spanish Fork, Salem, Nephi, Manti and Levan, member cities of Utah Municipal Power Agency (UMPA). The policy ensures that the costs and risks associated with the interconnection, power supply, and related infrastructure are appropriately managed and that member cities are fairly compensated for the use of their transmission and distribution resources.

Scope

This policy applies to data centers whose load is between 5 MW and 50 MW with a load factor greater than 90% seeking to establish a new electrical interconnection within UMPA member cities. Loads greater than 50 MW must supply their own generation as required in a separate policy. All data centers less than 5 MW must comply with member cities' codes and approved rate schedules.

Policy Requirements

1. Interconnection Cost Responsibility

- a) Data centers applying to connect to the electrical grid within a UMPA member city are required to enter into an interconnection agreement (Interconnection Agreement) with the member city and bear 100% of the interconnection costs. This includes all costs associated with procurement, design, construction, testing, and commissioning of the necessary infrastructure to connect to the grid.
- b) All costs associated with system load studies required by PacifiCorp and/or Rocky Mountain Power (RMP) and the member city will be covered by the data center.
- c) The interconnection cost also covers any upgrades or modifications to existing transmission and distribution infrastructure required to accommodate the data center's load.
- d) UMPA will assist member cities in negotiating Interconnection Agreements.
- e) Data centers applying to connect to the electrical grid within a UMPA member city must understand that the timeline in which a data center is able to interconnect is subject to the timelines identified in the various interconnection studies.



2. Power Purchase Agreement (PPA)

- a) Data centers must negotiate a Power Purchase Agreement (PPA) with UMPA and the member city. The PPA will specify the terms and conditions of the power supply, including pricing, duration, and any specific requirements related to the data center's energy needs. UMPA will have primary responsibility for negotiation of the PPA and will consult regularly with the member city.
- b) The PPA must be structured in a manner that ensures the data center's energy requirements are met without imposing risk or cost on UMPA, the member city that serves the data center or the other member cities.

3. Default and Liability Protection

- a) In the event of a default by the data center, the ratepayers in the member city that serves the data center and the ratepayers in the other member cities shall bear no financial liability. The data center must provide financial guarantees to cover any potential losses or liabilities arising from a default, ensuring that UMPA, the member cities and their ratepayers are fully protected.
- b) The data center must establish a mechanism, such as a performance bond or other suitable financial instrument, to cover the cost of any damages, unpaid bills, or other financial obligations in the event of a default.

4. Advance Payment and Financial Security

- a) Data centers are required to make advance payments for power purchases as stipulated in the PPA. This includes prepayment for expected energy consumption, as well as any associated transmission and distribution costs.
- b) To secure these obligations, the data center must provide a financial security instrument in the form of a deposit, an irrevocable line of credit, or a bond acceptable to UMPA and the member city that serves the data center. The amount of the financial security will be determined based on the anticipated energy usage and associated costs.

5. Member City Rate Tariff for Service to Data Center Customers

- a) Prior to serving a data center, the member city will adopt a rate schedule or tariff (Tariff) that governs the services it provides to data centers that fall within the Scope of this Policy. The Tariff will reference and, to the extent applicable, incorporate the requirements of this Policy and will include such other terms and provisions as the member city deems necessary or desirable.
- b) The Tariff shall provide that the rates and charges payable by the data center shall be as set forth in the Interconnection Agreement and the PPA. UMPA member cities



must receive adequate compensation for the use of their transmission and distribution infrastructure. The compensation will be determined by the member cities based on the extent of the capacity used by the data center and the impact on the local grid.

- c) The terms of compensation will be included in the Interconnection Agreement and must ensure that member cities are fairly remunerated for the maintenance and costs associated with the data center's use of the grid.
- d) Through the PPA, the Interconnection Agreement and/or the Tariff, member cities may also impose margins for their services and such additional charges as they deem necessary to recover their administrative and general expenses reasonably allocable to serving data centers.

6. Data Center Request to Provide Generation (buy all/sell all metering)

- a) Data centers requesting to provide generation shall sign a PPA with UMPA. All power generated by the data center will be purchased by UMPA and compensated at UMPA's avoided cost.
- b) The data center shall purchase the energy generated from the member city at the rate established in section 5.

Limitations

- a) Electricity acquired by UMPA pursuant to this Policy is not and shall not be deemed to be "S-1 Electricity" within the meaning of the Power Sale Agreements S-1 dated as of January 1, 2016 (Power Sale Agreements) between UMPA and the member cities.
- b) All costs, expenses and charges incurred by UMPA pursuant to this Policy shall be paid by the applicable data center and shall not be recovered through the "S-1 Rate Schedule" under (and as such term is defined in) the Power Sale Agreements.

Implementation

Failure by a data center to comply with the terms of this Policy may result in the denial of interconnection or termination of the PPA.

Review and Amendment

This policy will be reviewed periodically and may be amended as necessary to reflect changes in technology, market conditions, or regulatory requirements. Any amendments will be subject to approval by the UMPA Board of Directors.

Effective Date



This policy is effective immediately upon approval by the UMPA Board of Directors. All new data center interconnection requests received after this date will be subject to the terms of this policy.