



# PROVO MUNICIPAL COUNCIL

## Regular Meeting Agenda

5:30 PM, Tuesday, May 26, 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).

**May 26 Council Meeting: Dial 346 248 7799.** Enter Meeting ID **862 8479 1822** and press #. When asked for a participant ID, press #. To join via computer, visit [zoom.us](https://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 recognizing the Provo City Employee of the month: Communications (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

- 2 A resolution approving the appropriation of \$13,509.21 in the General Fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036)
- 3 A resolution approving the appropriation of \$31,033.33 in the General Fund for a contractual sales tax increment post-performance payment to the Shops at Riverwoods. (26-035)
- 4 A resolution approving the appropriation of \$83,851.50 in the General Fund for a contractual sales tax increment post-performance payment to Parkway Village. (26-034)
- 5 A resolution approving the appropriation of \$57,765.50 in the General Fund for a contractual sales tax increment post-performance payment to East Bay Shopping Center (26-033)
- 6 An ordinance amending Provo City code to add a caretaker dwelling as a permitted accessory use in the general commercial zone. (PLOT20260119)
- 7 An ordinance prohibiting virtual currency kiosks within Provo City. (26-027)

## Adjournment

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

Materials and Agenda: [agendas.provo.org](http://agendas.provo.org)

Council meetings are broadcast live and available later on demand at [youtube.com/ProvoCityCouncil](http://youtube.com/ProvoCityCouncil).

The next Council Meeting will be held on Tuesday, June 9, 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](mailto: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](http://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](http://agendas.provo.org). Council meeting agendas are available through the Utah Public Meeting Notice website at [utah.gov/pmn](http://utah.gov/pmn), which also offers email subscriptions to notices.

**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** KMARTINS  
**Presenter:** Barbara Smith, Director of Communications  
**Department:** Recorder  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 5 minutes  
**CityView or Issue File Number:** 26-007

**SUBJECT:** 1 A ceremony recognizing the Provo City Employee of the month:  
Communications (26-007)

**ADMINISTRATIVE RECOMMENDATION:** Presentation Only

**ADMINISTRATIVE MEMO:** The Council will recognize the Provo City Employee of the Month. This ceremony honors a city employee who has demonstrated exceptional service, dedication, and contributions to the community and organization. The recognition highlights the employee's achievements and expresses the City's appreciation for their work.

**FISCAL IMPACT:** NA

**COUNCIL STAFF MEMO:**

**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** JAHILL  
**Presenter:** Cody Hill, Economic Development Division Director  
**Department:** Development Services  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 5 minutes  
**CityView or Issue File Number:** 26-036

**SUBJECT:** 2 A resolution approving the appropriation of \$13,509.21 in the General Fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036)

**ADMINISTRATIVE RECOMMENDATION:** Budget appropriation approval of \$13,509.21 from General Fund. This is for both the Work and Council Meeting.

**ADMINISTRATIVE MEMO:** In March 2019, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Day's Family Market, LLC, the ownership group of Day's Market located at 3121 N Canyon Rd, Provo, UT 84604 for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for half of the costs associated with the remodel of their store, which would retain the grocer in the area and mitigate sales tax leakage. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, \$39,800.

Provo City continues to receive this base amount of \$39,800. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years. The Commencement Date for this agreement was May 1, 2019. The target reimbursement amount as per the agreement is \$100,000 which is one half of the total out-of-pocket expenses. This is the sixth payment in the ten-year agreement and amounts to \$13,509.21. The total received in six years, including this payment will be \$78,461.

**FISCAL IMPACT:** \$13,509.21

**TIME SENSITIVITY:** This is time sensitive because this payment should have been made back in September. We have not heard from Day's Market yet about the payment, but getting this payment through in a timely manner would be great.

**COUNCIL STAFF MEMO:**

1 RESOLUTION <<Document Number>>

2  
3 A RESOLUTION APPROVING THE APPROPRIATION OF \$13,509.21 IN THE  
4 GENERAL FUND FOR A CONTRACTUAL SALES TAX INCREMENT POST-  
5 PERFORMANCE PAYMENT TO DAY’S MARKET. (26-036)

6  
7 RECITALS:

8  
9 It is proposed that \$13,509.21 be appropriated in the General Fund for a  
10 contractual sales tax increment post-performance payment to Day’s Market;

11  
12 In March 2019, Provo City entered into a sales tax increment agreement with  
13 Day’s Market to offset and incentivize the remodel of their development located in Provo  
14 on North Canyon Road;

15  
16 The funding source for the appropriation is the increased General Fund sales  
17 tax revenues received based on performance of Day’s Market;

18  
19 On May 12, 2026, and May 26, 2026, the Municipal Council met to consider  
20 the facts regarding this matter and receive public comment, which facts and comments  
21 are found in the public record of the Council’s consideration; and

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

26  
27 THEREFORE, the Provo Municipal Council resolves as follows:

28  
29 PART I:

30  
31 The Mayor is authorized to appropriate \$13,509.21 in the General Fund for a  
32 contractual sales tax increment post-performance payment to Day’s Market.

33  
34 PART II:

35  
36 This resolution takes effect immediately.

## PARTICIPATION AND REIMBURSEMENT AGREEMENT

Day's Family Market  
3121 North Canyon Road, Provo, Utah 84604

THIS PARTICIPATION AND REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 21st day of Mar '19 ("**Effective Date**"), between the City of Provo ("**City**"), and Day's Family Market, LLC, a Utah limited liability company ("**Day's**"). Day's is referred to herein individually as an "**Owner**". City and Day's are referred to herein individually as a "**Party**", and collectively, as the "**Parties**".

### RECITALS

- A.** This Agreement concerns Day's, located generally at 3121 North Canyon Road, Provo, Utah.
- B.** As of the Effective Date, Day's is the lessee of a building (located on the "**Subject Lot**") The Subject Lot is more particularly described in **Exhibit A and B** to this Agreement.
- C.** A breakdown of the Owner's Costs, estimated as of the Effective Date, is set forth on **Exhibit C** to this Agreement. As of the Effective Date, the Owner's Costs are estimated to be approximately One Million Three Hundred Thousand Dollars (\$1,300,000) ("**Owner's Estimated Costs**"), for interior renovations, along with the purchase of necessary equipment for the operation of their business.
- D.** Day's has requested that City provide reimbursement for a portion of the Owner's Actual Costs (defined in **Section 1.5**) and City Approval Fees which are estimated to be up to, but probably less than \$100,000.00 (defined in Section 1.3)
- E.** City has determined that the requested reimbursements are necessary to offset the costs of the Project, as described in Section D, for the purpose of retaining a local grocery store and continuing to capture the grocery leakage identified in retail studies and to demonstrate local support for the completion of the upgrades, and to recognize the positive impact that this investment will have on assessed values of Day's, and nearby business properties.
- F.** City has determined that the Project advances the purposes of City by retaining a large grocery store in the Northeast area of the City, continuing to capture the grocery leakage identified in retail studies and providing improvements to Day's.
- City is willing to assist the Project by reimbursing Owner a portion of the sales tax increment generated from the Subject Lot to pay for a portion of the Owner's Actual Costs expended to improve Day's as defined in Section A and B.
- G.** Subject to the terms and conditions contained herein, the Owner shall make improvements to Day's particularly the interior of the building.

NOW, THEREFORE, in consideration of the foregoing Recitals, Owner's agreements with City, and the terms and conditions hereby agreed to; and other good and valuable consideration, the Parties hereby agree as follows:

1. **DEFINED TERMS.** The Recitals set forth above, and any exhibits attached hereto, are hereby incorporated as integral parts of this Agreement. As used herein, the following terms shall have the meanings respectively indicated:

1.1 **"Annual Sales Taxes"** for a particular Tax Year (defined in **Section 1.10**) means the amount of sales taxes received by City upon taxable retail sales generated by the Subject Lot for such Tax Year at Point of Sale (defined in **Section 1.6**), which, as of the Effective Date, is 0.5% (one-half (1/2) of one (1) percent) of such taxable retail sales.

1.2 **"Base Sales Tax Amount"** means the Annual Sales Tax received by the City for the twelve (12) month period ending March of 2018, which totaled Thirty Nine Thousand, Eight Hundred Dollars (\$39,800) associated with as defined in Section A and B.

1.3 **"City Approval Fees"** means all fees paid by Owner or any entity controlled by Owner, to City in connection with any City approval, entitlement or permit, or application or submittal for any City approval, entitlement or permit, with respect to the Project in the pursuit of accomplishing Section G of the Recitals above. Owner shall pay any City Approval Fees to the City up-front.

Without limitation of the foregoing, City Approval Fees shall include any permit fees, plan check fees, impact or development fees or assessments, traffic mitigation fees, utility connection fees, or comparable fees or charges paid to the City or any department or agency of the City in the pursuit of accomplishing Section G of the Recitals above; provided however, that City Approval Fees shall not include any fees or charges paid to any party other than the City.

1.4 **"Commencement Date"** shall mean the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full calendar month following the date on which the Project, as defined in **Recital G** above, is completed. For purposes of determining the Commencement Date, the Project shall be deemed to be completed on the date when the Certificate of Completion has been issued.

1.5 **"Owner's Actual Costs"** means, collectively, the actual amount of Owner's Costs, to be determined after the Commencement Date, plus any City Approval Fees paid by Owners. Owner's Actual Costs shall be cost of construction of the interior store remodel, improvements, demolition, additions, retrofits or otherwise related to improving the interior of the store, estimated to be approximate \$1,300,000.00, but shall not include legal fees or broker commissions.

Within a reasonable period following the Commencement Date, City, and Day's shall enter into an agreement, substantially in the form attached as **Exhibit D** to this Agreement ("**Owner's Actual Costs Confirmation Agreement**"), to confirm the amount of the Owner's Actual Costs, including without limitation, the amount of the City Approval Fees paid through the Commencement Date.

**1.6 “Point of Sale”** with respect to Annual Sales Taxes, refers to sales tax revenues received by City based on all taxable transactions made at the Subject Lot as the geographical point of sale. Point of Sale and/or Annual Sales Taxes do not include any sales tax revenues received by the City based on the City’s population as a percentage of the overall population of the State of Utah.

**1.7 “Reimbursement Payment”** means, with respect to each Tax Year during the Reimbursement Term, a payment to Day’s, equal to the Sales Tax Increment (defined below) for the applicable Tax Year, until Owner has collectively become entitled to total Reimbursement Payments during the Reimbursement Term up to the Target Reimbursement Amount (defined in **Section 1.9**).

Notwithstanding the foregoing, once Owner has become entitled to Reimbursement Payments up to the Target Reimbursement Amount, Owners, shall thereafter be entitled to Additional Incentive Payments (defined in **Section 3.1**) in accordance with **Section 3**, until such Owner has become entitled to Reimbursement Payments and Additional Incentive Payments up to the amount of Owner’s Actual Costs.

**“Sales Tax Increment”** means the difference between (a) the Annual Sales Tax received by the City from the Subject Lot for the applicable Tax Year, and (b) the Base Sales Tax Amount. If in a given Tax Year the Sales Tax Increment is negative, such negative Sales Tax Increment will be offset against the positive Sales Tax Increment in subsequent Tax Years.

**1.8 “Reimbursement Term”** shall mean the term of this Agreement, beginning on the Commencement Date, and ending on the date which immediately precedes the tenth (10<sup>th</sup>) anniversary of the Commencement Date (**“Expiration Date”**).

**1.9 “Target Reimbursement Amount”** shall be fifty percent (50%) of the Owner’s Actual Costs, including fifty percent (50%) of the amount of any City Approval Fees (as defined in **Section 1.3**) paid by Owner.

**1.10 “Tax Year”** shall mean the initial twelve (12) month period beginning on the Commencement Date, and ending on the day immediately preceding the first (1<sup>st</sup>) anniversary of the Commencement Date, and each succeeding twelve (12) month period during the Reimbursement Term beginning on each successive anniversary of the Commencement Date.

## **2. ANNUAL REIMBURSEMENT PAYMENTS.**

**2.1 Address for Payments.** For the period commencing on the Commencement Date and continuing through the expiration of the Reimbursement Term, City shall make annual Reimbursement Payments to Owner at the address for Reimbursement Payments to Owner set forth in **Section 7.1**, or such other address as Owner may designate from time to time in accordance with **Section 7.1**; provided however, that the total amount of the Reimbursement Payments shall not exceed the Target Reimbursement Amount.

**2.2 Timing of Payments & Supporting Documentation.** Reimbursement Payments pursuant to this Agreement shall be made by City within one hundred-twenty (120)

days after the end of each Tax Year and after: (i) Annual Sales Taxes for the Subject Lot for the applicable Tax Year are received by City; and (ii) documentation is received by City from the Utah State Tax Commission providing support for the Annual Sales Taxes received for the Subject Lot for the applicable Tax Year. City shall contemporaneously provide Owner with a written accounting by month, in the aggregate, of the annual Reimbursement Payment, demonstrating the City's determination of the amount of the Annual Sales Taxes (based on Point of Sale) for the Subject Lot for the applicable Tax Year and the amount of such Reimbursement Payment.

**2.3 Confidentiality.** Except for the amount and timing of Reimbursement Payments and any Additional Incentive Payments (defined in **Section 3.1**) made to Owner under this Agreement (if and to the extent such amounts and timing are public information), City and Owner shall keep Annual Sales Tax information confidential, unless disclosure is otherwise required by law.

**2.4 Remedies.** The failure of the City to timely make any Reimbursement Payment or Additional Incentive Payments hereunder in accordance with this Agreement shall constitute a material default by City under this Agreement, unless City pays any such Reimbursement Payment or Additional Incentive Payment to Owners in full in accordance with this Agreement within fifteen (15) days after City's receipt of a notice of non-payment from Owner. Upon the occurrence of a default by City, Owner shall have all remedies available to it in law or equity, including without limitation, specific performance.

### **3. ADDITIONAL INCENTIVE PAYMENTS.**

**3.1 Additional Incentive Payments - Examples.** If, on or before the Expiration Date, Owner has become entitled to Reimbursement Payments equal to the Target Reimbursement Amount, then (i) the date on which the total Reimbursement Payments that Owners has become entitled to reaches the Target Reimbursement Amount shall be the "**Target Reimbursement Date**", and (ii) Owner shall be entitled to additional incentive payments equal to fifty percent (50%) of the Sales Tax Increment from the Target Reimbursement Date through the Expiration Date ("**Additional Incentive Payment**"), provided however, that in no event shall the total of all Reimbursement Payments and Additional Incentive Payments received by Owner exceed the Owner's Actual Costs.

The following examples of how the Reimbursement Payments and Additional Incentive Payments would be calculated are set forth below for purposes of illustration only. For each of the following examples, assume that the Owner's Actual Costs, without including any City Approval Fees, are the same as the Owner's Estimated Costs (\$1,300,000):

Example: Example #1:

Assume that during the Reimbursement Term, the total Sales Tax Increment is Six Hundred Fifty Thousand Dollars (\$650,000), and Day's has paid City Approval Fees totaling One Hundred Thousand Dollars (\$100,000).

Step 1: Owner's eligible costs and fees: \$1,300,000 (owner's actual costs + \$100,000 (owner's actual fees) = \$1,400,000.

Step 2: Eligible reimbursable costs:  
 $.50 \times 1,400,000 = 700,000$

Step 3: Increment calculation  
 $650,000 \times 100\% = 650,000$

Step 4: Total to owner is \$650,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #2: *Assume that during the Reimbursement Term, the total Sales Tax Increment is Eight Hundred Thousand Dollars (\$800,000), and Day's has paid no City Approval Fees during the Reimbursement Term.*

*Step 1: Owner's eligible costs and fees: \$1,300,000 (owner's actual costs + \$0 (owner's actual fees) = \$1,300,000.*

*Step 2:  
Eligible reimbursable costs:  
 $.50 \times 1,300,000 = 650,000$*

*Step 3: Increment calculation  
 $650,000 \times 100\% = 650,000$   
 $800,000 - 650,000) \times .50 = 75,000$   
 $650,000 + 75,000 = 725,000$*

Step 4: Total to owner is \$725,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #3: *Assume that during the Reimbursement Term, the total Sales Tax Increment is Nine Hundred Thousand Dollars (\$900,000), and Day's has paid Approval Fees totaling One Hundred Thousand Dollars (\$100,000) City Approval Fees during the Reimbursement Term.*

Step 1: Owner's eligible costs and fees: \$1,300,000 (owner's actual costs + \$100,000 (owner's actual fees) = \$1,400,000.

Step 2:  
Eligible reimbursable costs:  
 $.50 \times 1,400,000 = 700,000$

Step 3: Increment calculation  
 $700,000 \times 100\% = 700,000$   
 $900,000 - 700,000) \times .50 = 100,000$   
 $700,000 + 100,000 = 800,000$

Step 4: Total to owner is \$800,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #4: Assume that during the Reimbursement Term, the total Sales Tax Increment is Two Million Five Hundred Thousand Dollars (\$2,500,000), and Day's has paid City Approval Fees during the Reimbursement Term totaling One Hundred Thousand Dollars (\$100,000).

Step 1: Owner's eligible costs and fees: \$1,300,000 (owner's actual costs + \$100,000 (owner's actual fees) = \$1,400,000.

Step 2:  
Eligible reimbursable costs:  
 $.50 \times 1,400,000 = 700,000$

Step 3: Increment calculation  
 $700,000 \times 100\% = 700,000$   
 $2,500,000 - 700,000) \times .50 = 900,000$   
 $700,000 + 900,000 = 1,600,000$

Step 4: Total to owner is \$1,400,000 since the amount calculated in step 1 is less than the amount calculated in step 3.

**3.2 Timing of Additional Incentive Payments.** Additional Incentive Payments shall be made by the City within one hundred-twenty (120) days after the end of each Tax Year ending after the Target Reimbursement Date, and after: (i) Annual Sales Taxes for the Subject Lot for the applicable Tax Year are received by City; and (ii) documentation is received by the City from the Utah Department of Revenue verifying the accuracy of the amount of Annual Sales Taxes for the Subject Lot for the applicable Tax Year. The City shall contemporaneously provide Owner with a written accounting with the Additional Incentive Payments, demonstrating the City's determination of the amount of the Annual Sales Taxes

(based on Point of Sale) for the Subject Lot for the Reimbursement Term through the end of the applicable Tax Year, the amounts of all Reimbursement Payments and Additional Incentive Payments during the Reimbursement Term through the end of the applicable Tax Year, and the amount of the applicable Additional Incentive Payment.

**3.3 Cap on Payments.** Notwithstanding anything in this Agreement to the contrary, in no event shall the total amount of the Reimbursement Payments and any Additional Incentive Payments exceed the Owner's Actual Costs.

**3.4 Acknowledgment of the Parties' Intent – Owner Incentive.** The Parties acknowledge that the intent of this Agreement, including without limitation this **Section 3**, is intended to incentivize Owner to invest in the Subject Lot and to cause the Subject Lot to be improved, managed, and operated so as to generate increased Annual Sales Taxes. Accordingly, if Annual Sales Taxes are sufficient to result in a Sales Tax Increment exceeding the Target Reimbursement Amount pursuant to **Section 1.9**, then the Parties intend for City and Owner to share equally in the Sales Tax Increment during the Reimbursement Term above the Target Reimbursement Amount.

**4. TERMINATION.** The Parties acknowledge that any Reimbursement Payments and Additional Incentive Payments are to be made after the end of the applicable Tax Year, in accordance with **Section 2.2**, and **Section 3.2** (if applicable).

This Agreement shall automatically terminate and be of no further force or effect after the latest of the following have occurred: (i) the Expiration Date has occurred, and (ii) Owners have received the full amount of the Reimbursement Payments and Additional Incentive Payments to which Owner are entitled hereunder, for the final Tax Year during the Reimbursement Term and all prior Tax Years; provided however, that the Parties hereby disclaim any representation or warranty that the total Reimbursement Payments and Additional Incentive Payments will equal the amount of Owner's Actual Costs or any particular percentage of Owner's Actual Costs.

This Agreement shall also automatically terminate if construction of the Project has not commenced on or before December 31, 2019.

Upon termination of this Agreement, no Party shall have any further obligations to the other Parties. Following termination of this Agreement, upon request from any Party, the Parties agree to execute any reasonable documentation which may be necessary to confirm expiration and/or termination of this Agreement.

**5. ASSIGNMENT OF AGREEMENT OR PAYMENTS.**

**5.1 Rights of Assignees.** No future owner or tenant of all or any part of the Subject Lot, other than Owner, shall be entitled to claim any right or benefit by, through or under this Agreement, including, but not limited to, the right to receive all or any portion of any Reimbursement Payments or any Additional Incentive Payments, and no future owner or tenant of the Subject Lot, other than Owner, shall be deemed to be a third party beneficiary of this Agreement, unless and until Owner have expressly assigned such right, including any right to receive any portions of any Reimbursement Payments or any Additional Incentive Payments in

writing.

**5.2 Assignment.** Owner shall not have any right to assign this Agreement, in whole or in part, or the right to any Reimbursement Payments or any Additional Incentive Payments, except to Day's, or a successor to Day's as a fee owner of a Subject Lot. A conveyance of a fee ownership interest in the Subject Lot shall not by itself constitute or result in an assignment of this Agreement or the right to any Reimbursement Payment or any Additional Incentive Payments, and neither this Agreement nor the right to payment of any Reimbursement Payment or any Additional Incentive Payments shall run with the land.

An assignment or partial assignment of this Agreement or the right to any Reimbursement Payments or any Additional Incentive Payments may only be effected by a writing executed by Owner. No assignment or partial assignment of this Agreement or any right to any Reimbursement Payments or any Additional Incentive Payments shall be binding on City unless and until City has received (i) a written notice of such assignment, together with a copy of the applicable assignment document, from Owner, (ii) complete contact information and an address for payment of any Reimbursement Payments or any Additional Incentive Payments to any assignee to which any right to any Reimbursement Payments or any Additional Incentive Payments has been assigned, (iii) and the tax or employer identification number of any assignee to which any right to any Reimbursement Payments or any Additional Incentive Payments has been assigned. City shall be entitled to rely on any notice of any assignment or partial assignment of this Agreement and/or right to any Reimbursement Payments or any Additional Incentive Payments which the City receives from Owner.

**7. NOTICES.**

**7.1 Addresses.** Any notice, payment, demand, or communication required or permitted to be given to any Party pursuant to any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service which maintains delivery records and requires a signature upon receipt, addressed as follows:

Notices to Day's:

Day's Family Market LLC  
3121 N Canyon Rd  
Provo, Utah 84604  
Attn: Steven Day

Reimbursement Payments &  
Additional Incentive Payment:

Day's Family Market, LLC  
3121 N Canyon Rd  
Provo, Utah 84604

Notices to City:

City of Provo  
351 West Center Street

Provo, UT 84601  
Attn.: Dixon Holmes

**7.2 Receipt.** Notices shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by any Party by written notice to the other Parties. For purposes of this Agreement, the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this **Section 8** as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified by this **Section 7**, or (iii) in case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice or refusal or notice of non-delivery by the sending party.

## **8. MISCELLANEOUS.**

**8.1 Attorneys’ Fees.** If any Party to this Agreement commences a dispute resolution proceeding, whether litigation, arbitration, or otherwise, respecting any question between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof, the prevailing Party in such dispute resolution proceeding shall be entitled to the recovery of a reasonable attorneys’ fee and all other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding. The term “dispute resolution proceeding” as used above shall be deemed to include appeals from a lower court judgment or arbitration award and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. For purposes of proceedings in the Federal Bankruptcy Court, the term “prevailing Party” as used above shall be deemed to mean the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt Party which are reasonably necessary to protect its rights.

**8.2 Governing Law.** This Agreement is intended to be performed in the State of Utah, and the laws of Utah shall govern the validity, construction, enforcement and interpretation of this Agreement.

**8.3 Amendments.** This Agreement may be amended or supplemented only by an instrument in writing executed by all of the Parties hereto.

**8.4 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never composed a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

**8.5 Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such

further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

**8.6 Warranty Against Payment of Consideration for Agreement.** Day's represent and warrant that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to an City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

**8.7 Non-liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Owner or any of their successors in interest, in the event of any default or breach by City, or for any amount which may become due to Owner or its successor, or on any obligation under the terms of this Agreement.

**8.8 Governmental Immunity.** Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to City under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

**8.9 No Relationship of Principal and Agent.** Nothing contained in this Agreement, nor any acts of the Parties or the City, the City planning director, the Planning Commission (or its designee), shall be deemed or construed to create the relationship of principal and agent, or of limited or general partnership, or of joint venture or of any other similar association between City and Owner.

**8.10 No Presumption.** This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party.

**8.11 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement.

**8.12 Non-Disclosure.** The Parties agree that the terms of this Agreement are confidential and constitute proprietary information of the respective Parties (collectively, the "**Information**"). Each of the Parties agrees that such Party, and its respective partners, members, managers, officers, directors, employees, advisors, consultants and attorneys, shall not disclose the Information to any other person without the prior written consent of the other Parties except pursuant to an order of a court of competent jurisdiction, or to the extent required as part of any statutory public approval process required for this Agreement and/or any Reimbursement Payments; provided, however, that any Party may disclose the Information to its lenders or

prospective lenders or the accountants who audit its financial statements or prepare its tax returns, to its constituent members, partners, shareholders, to its attorneys and consultants, to any prospective transferee of all or any portions of the Subject Lot, to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Agreement, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the term, "Information", shall not include information which, at the time it is disclosed and through no fault of any Party, is in the public domain or is available or becomes available to the general public. Notwithstanding anything to the contrary contained in this Agreement, City will release information required by Utah Code 63G-2-101 et seq, Government Records and Access Management Act.

**8.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one Agreement. Any Party may effectuate the execution and delivery of this Agreement by sending a signed copy to the other Parties by email (with .pdf attachment) or other form of electronic transmission. Any document sent in the foregoing manner shall be deemed and treated in all respects as an original instrument bearing the original signature of the transmitting party.

*[this space intentionally left blank]*

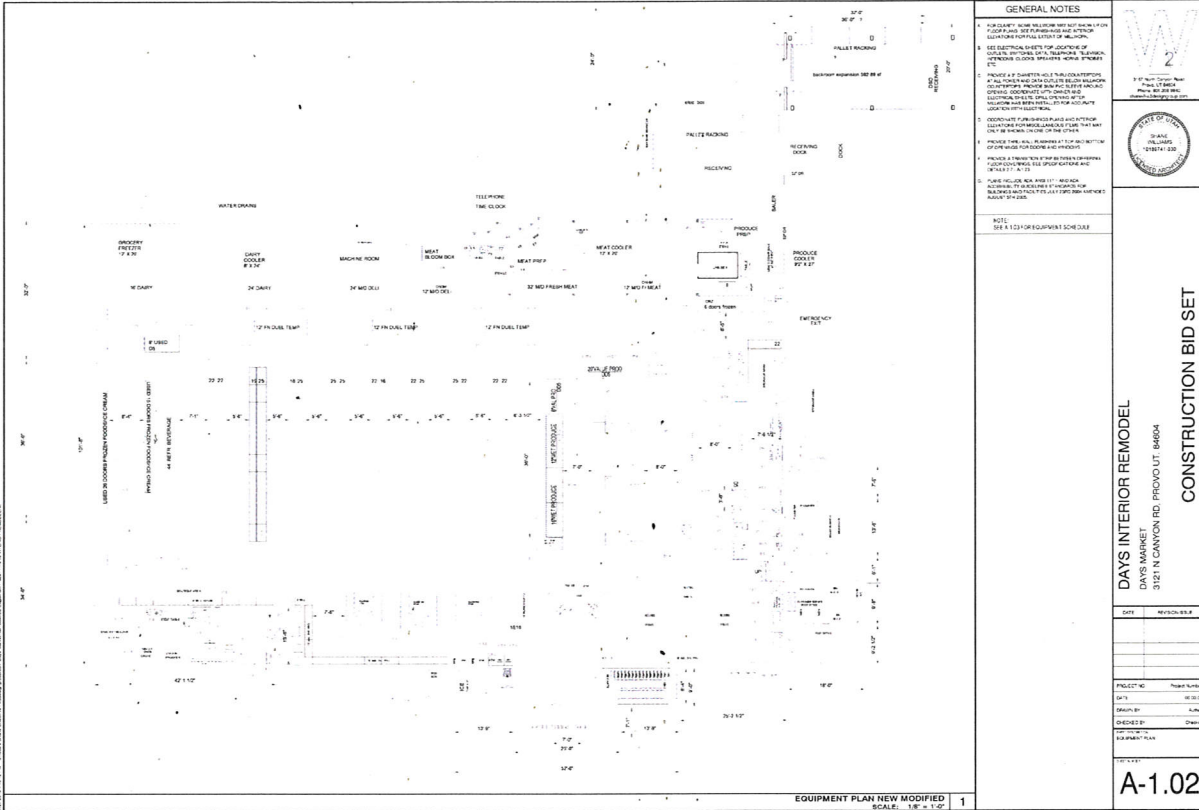
**EXHIBIT A**

**Aerial Photo of the Subject Lot**



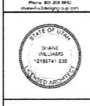
# EXHIBIT B

## Remodel Plans



**GENERAL NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. SEE ELECTRICAL SHEETS FOR LOCATION OF ALL ELECTRICAL WORK.
3. PROVIDE ALL CONNECTIONS TO THE EXISTING SYSTEMS.
4. PROVIDE THE FOLLOWING EQUIPMENT AND MATERIALS:
5. PROVIDE ALL MATERIALS AND LABOR FOR THE WORK.
6. PROVIDE ALL MATERIALS AND LABOR FOR THE WORK.
7. PROVIDE ALL MATERIALS AND LABOR FOR THE WORK.
8. PROVIDE ALL MATERIALS AND LABOR FOR THE WORK.
9. PROVIDE ALL MATERIALS AND LABOR FOR THE WORK.
10. PROVIDE ALL MATERIALS AND LABOR FOR THE WORK.



NOTE: SEE SCHEDULE FOR EQUIPMENT SCHEDULE

**CONSTRUCTION BID SET**

DAYS INTERIOR REMODEL  
DAVIS MARKET  
3121 N CANTON RD, PROVO UT 84604

DATE	REVISED BY
PROJECT NO.	PROJ. NO.
BY	DATE
CHECKED BY	DATE
DATE	
<b>A-1.02</b>	

**EXHIBIT C**

**Breakdown of Owner's Estimated Costs**

**Owners Shopping Center Sales Tax Participation Plan**

<b>City Approval Fees(estimated)</b>	<b>\$ 100,000</b>	
<b>Construction, Demolition, Remodel Expenses</b>	<b>\$1,300,000</b>	
<b>Total</b>	<b>\$1,400,000</b>	

**EXHIBIT D**

**FORM OF OWNER'S ACTUAL COSTS CONFIRMATION AGREEMENT**

**OWNER'S ACTUAL COSTS CONFIRMATION AGREEMENT**

This Owner's Actual Costs Confirmation Agreement ("**Confirmation Agreement**") is entered into as of \_\_\_\_\_, 20\_\_ , by and between the City of Provo ("**City**"), Day's Family Market, LLC, a Utah limited liability company ("**Day's**") ("**Owner**"), pursuant to Section 1.5 of that certain Participation and Reimbursement Agreement, dated \_\_\_\_\_, 2018 ("**Reimbursement Agreement**").

City, and Day's, hereby acknowledge and agree that the amount of the Owner's Actual Costs (as defined in Section 1.5 of the Reimbursement Agreement) is \_\_\_\_\_ and \_\_\_/100ths Dollars (\$\_\_\_\_\_.\_\_\_), including City Approval Fees (as defined in Section 1.3 of the Reimbursement Agreement) paid through the Commencement Date (defined in Section 1.4 of the Reimbursement Agreement) totaling \_\_\_\_\_ and \_\_\_/100ths Dollars (\$\_\_\_\_\_.\_\_\_).

This Confirmation Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one Confirmation Agreement. Any party may effectuate the execution and delivery of this Confirmation Agreement by sending a signed copy to the other parties by email (with .pdf attachment) or other form of electronic transmission. Any document sent in the foregoing manner shall be deemed and treated in all respects as an original instrument bearing the original signature of the transmitting party.

*[this space intentionally left blank –  
signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Confirmation Agreement as of the date first above written.

Attest: Amanda Grunbrack  
Provo City Recorder, 21-Mar-2019



**CITY OF PROVO**

By: Michelle Kaufusi

Name: Michelle Kaufusi

Its: Mayor

“CITY”

Day's Family Market, LLC

By: Steven L Day

Name: Steven L Day

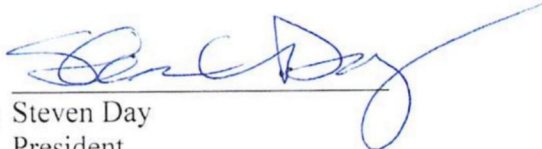
Its: President

“Day's”

Signature Page of Day's Family Market, LLC to  
Participation and Reimbursement Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective  
Date first above written.

**Day's Family Market, LLC,**  
a Utah limited liability corporation

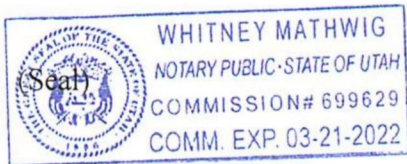
By:   
Name: Steven Day  
Title: President

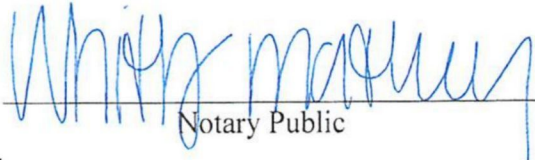
"Day's"

State of Utah  
County of Utah

The foregoing instrument was acknowledged before me this 3-18-19 by Steven Day  
President Day's Family Market, LLC.

Witness my hand and official seal



  
Notary Public

**CITY OF PROVO**

By:   
Name: Michelle Kaufusi, Mayor

Attest:

By: 



**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** JAHILL  
**Presenter:** Cody Hill, Economic Development Division Director  
**Department:** Development Services  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 5 minutes  
**CityView or Issue File Number:** 26-035

**SUBJECT:** 3 A resolution approving the appropriation of \$31,033.33 in the General Fund for a contractual sales tax increment post-performance payment to the Shops at Riverwoods. (26-035)

**ADMINISTRATIVE RECOMMENDATION:** Budget appropriation approval of \$31,033.33 from General Fund.

**ADMINISTRATIVE MEMO:** In June 2018, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Tigriswoods, LLC DBA The Shops at The Riverwoods located at 4801 N University Ave. for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for costs associated the acquisition and remodel of the AMC Theater and for extensive remodel of several other buildings at this retail center. The maximum reimbursement amount is \$1,500,000. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, \$118,016.

Provo City continues to receive this base amount of \$118,016. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for fifteen years. The Commencement Date for this agreement was October 1, 2018. The target reimbursement amount as per the agreement is \$1,500,000, which is one half of the total out-of-pocket expenses. This is the fourth payment in the fifteen-year agreement and amounts to \$31,033.33. The total received in six years, including this payment, will be \$128,936.33.

**FISCAL IMPACT:** \$31,033.33

**TIME SENSITIVITY:** This payment was due on February 1st. We have not heard from Riverwoods concerning this payment, but it would still be great to get the payment approved in a timely manner.

**COUNCIL STAFF MEMO:**

1 RESOLUTION <<Document Number>>

2  
3 A RESOLUTION APPROVING THE APPROPRIATION OF \$31,033.33 IN THE  
4 GENERAL FUND FOR A CONTRACTUAL SALES TAX INCREMENT POST-  
5 PERFORMANCE PAYMENT TO THE SHOPS AT RIVERWOODS. (26-035)

6  
7 RECITALS:

8  
9 It is proposed that \$31,033.33 be appropriated in the General Fund for a  
10 contractual sales tax increment post-performance payment to The Shops at Riverwoods;

11  
12 On June 27, 2018, Provo City entered into a sales tax increment agreement  
13 with the Shops at Riverwoods to offset and incentivize certain improvements;

14  
15 The funding source for the appropriation is the increased General Fund sales  
16 tax revenues received based on performance of The Shops at Riverwoods;

17  
18 On May 12, 2026 and May 26, 2026 the Municipal Council met to consider the  
19 facts regarding this matter and receive public comment, which facts and comments are  
20 found in the public record of the Council’s consideration; and

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

25  
26 THEREFORE, the Provo Municipal Council resolves as follows:

27  
28 PART I:

29  
30 The Mayor is authorized to appropriate \$31,033.33 in the General Fund for a  
31 contractual sales tax increment post-performance payment to The Shops at Riverwoods.

32  
33 PART II:

34  
35 This resolution takes effect immediately.

Resolution 2018-23

SHORT TITLE

A resolution authorizing the Mayor of Provo City to negotiate and execute a Post-Performance Sales Tax Increment Reimbursement agreement with The Shops at the Riverwoods. (18-066)

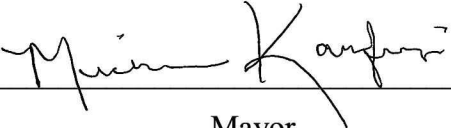
PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

DISTRICT	NAME	FOR	AGAINST	OTHER
CW 1	DAVID SEWELL	✓		
CW 2	GEORGE STEWART	✓		
CD 1	GARY WINTERTON	✓		
CD 2	GEORGE HANDLEY	✓		
CD 3	DAVID KNECHT	✓		
CD 4	KAY VAN BUREN		✓	
CD 5	DAVID HARDING		✓	
TOTALS		5	2	

This resolution was passed by the Municipal Council of Provo City, on the 19<sup>th</sup> day of June 2018, on a roll call vote as described above. Signed this 27th day of June 2018.

  
Chair

  
Mayor

Resolution 2018-23

CITY RECORDER'S CERTIFICATE AND ATTEST

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to resolution number 2018-23.

This resolution was signed and recorded in the office of the Provo City Recorder on the 28th day of June 2018.



  
\_\_\_\_\_  
City Recorder

1 RESOLUTION 2018-23.

2  
3 A RESOLUTION AUTHORIZING THE MAYOR OF PROVO CITY TO  
4 NEGOTIATE AND EXECUTE A POST-PERFORMANCE SALES TAX  
5 INCREMENT REIMBURSEMENT AGREEMENT WITH THE SHOPS AT  
6 THE RIVERWOODS. (18-066)  
7

8 WHEREAS, the owners of The Shops at the Riverwoods, located at 4801 North  
9 University Avenue, Provo, Utah, desire to enter into a sales tax increment reimbursement  
10 agreement with Provo City; and  
11

12 WHEREAS, The Shops at the Riverwoods are anticipating investing between \$11 and  
13 \$13 Million into the center for the purpose of upgrades and additional improvements to the  
14 shopping center; and  
15

16 WHEREAS, The Shops at the Riverwoods will incur costs related to improvements and has  
17 requested that the City provide reimbursement through sales tax increment financing for a  
18 portion of the owner’s costs associated with the upgrades and improvements; and  
19

20 WHEREAS, Provo City has determined that the requested financial assistance is  
21 consistent with the guidelines of Provo City’s available economic development programs; and  
22

23 WHEREAS, Provo City has determined the requested reimbursements are reasonable to  
24 improve The Shops at the Riverwoods shopping center; and  
25

26 WHEREAS, Provo City in 2014 hired a nationally recognized retail consultant, Retail  
27 Strategies, to perform a retail analysis for Provo and determined that there is a significant amount  
28 of spending by Provo residents outside of Provo, also known as “leakage,” due, in part, to the  
29 perception that Provo lacks retail options for goods and services, and  
30

31 WHEREAS, post-performance sales tax increment agreements can be an effective tool  
32 to generate additional funds and retail shopping opportunities while continuing to provide the  
33 existing baseline sales tax proceeds to the City, and  
34

35 WHEREAS, the representative of The Shops at the Riverwoods is presently negotiating  
36 with Provo City Administration and Staff and is requesting a post-performance sales tax  
37 increment reimbursement agreement with a fifteen (15) year term to capture the sales tax  
38 increment above the base, which is \$98,251.00 annually, until the end of the fifteen (15) year  
39 term, not to exceed \$1,500,000.00 in reimbursement; and  
40

41           WHEREAS, on June 5, 2018 and June 19, 2018, the Municipal Council met to ascertain  
42 the facts regarding this matter and receive public comment, which facts and comments are found  
43 in the public record of the Council’s consideration; and  
44

45           WHEREAS, Provo City has determined the project (i) promotes retention of existing  
46 businesses, (ii) encourages commercial redevelopment and revitalization of the area, and (iii)  
47 reasonably furthers the health, safety, and general welfare of the citizens of Provo.  
48

49           NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as  
50 follows:  
51

52  
53 PART I:  
54

55           The Mayor is authorized to negotiate and execute a Sales Tax Increment  
56 Reimbursement Agreement between Provo City Corporation and The Shops at the Riverwoods,  
57 consistent with the parameters attached hereto as Exhibit A.  
58

59 PART II:  
60

61           This resolution shall take effect immediately.  
62

63 END OF RESOLUTION.

64 Exhibit A

65  
66 Parameters

67  
68 Deal point 1. Determine an acceptable maximum dollar amount for reimbursement – the  
69 requested amount is \$1,500,000.00.

70  
71 Deal point 2. Determine an acceptable time frame for which an incentive would be offered. A  
72 fifteen (15) year deal has been proposed.

73  
74 Deal point 3. The shopping center owners believe by making a substantial investment into the  
75 store, their sales will be boosted.

76  
77 Deal point 4. Current annual sales are just under \$20 Million which generates \$98,251  
78 annually in sales tax revenue to Provo City.

79  
80 Deal point 5. Hypothetically, if sales at the Shops at Riverwoods were to increase 10 %  
81 compounded annually, the \$1,500,000.00 would be achieved in about year 13.5. Hypothetically,  
82 if sales at the Shops at Riverwoods were to only increase 2.5% compounded annually, only  
83 \$332,110.00 would be achieved by year 15.

84  
85 Deal point 6. Allow owners to recoup the lesser of \$1,500,000 or 15 years of reimbursement.  
86 Whichever of the two comes first, then the agreement will be terminated with no guarantee of  
87 recouping the total amount allowed.

1 RESOLUTION 2018-.

2  
3 A RESOLUTION AUTHORIZING THE MAYOR OF PROVO CITY TO  
4 NEGOTIATE AND EXECUTE A POST-PERFORMANCE SALES TAX  
5 INCREMENT REIMBURSEMENT AGREEMENT WITH THE SHOPS AT  
6 THE RIVERWOODS. (18-066)  
7

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13 \$13 Million into the center for the purpose of upgrades and additional improvements to the  
14 shopping center; and  
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29 perception that Provo lacks retail options for goods and services, and  
30

31 WHEREAS, post-performance sales tax increment agreements can be an effective tool  
32 to generate additional funds and retail shopping opportunities while continuing to provide the  
33 existing baseline sales tax proceeds to the City, and  
34

35 WHEREAS, the representative of The Shops at the Riverwoods is presently negotiating  
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38 increment above the base, which is \$98,251.00 annually, until the end of the fifteen (15) year  
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43 in the public record of the Council's consideration; and

44  
45 WHEREAS, Provo City has determined the project (i) promotes retention of existing  
46 businesses, (ii) encourages commercial redevelopment and revitalization of the area, and (iii)  
47 reasonably furthers the health, safety, and general welfare of the citizens of Provo.

48  
49 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as  
50 follows:

51  
52  
53 PART I:  
54  
55 The Mayor is authorized to negotiate and execute a Sales Tax Increment  
56 Reimbursement Agreement between Provo City Corporation and The Shops at the Riverwoods,  
57 consistent with the parameters attached hereto as Exhibit A.

58  
59 PART II:

60  
61 This resolution shall take effect immediately.

62  
63 END OF RESOLUTION.

64 Exhibit A

65  
66 Parameters

67  
68 Deal point 1. Determine an acceptable maximum dollar amount for reimbursement – the  
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82 if sales at the Shops at Riverwoods were to only increase 2.5% compounded annually, only  
83 \$332,110.00 would be achieved by year 15.

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85 Deal point 6. Allow owners to recoup the lesser of \$1,500,000 or 15 years of reimbursement.  
86 Whichever of the two comes first, then the agreement will be terminated with no guarantee of  
87 recouping the total amount allowed.  
88

<b>Incentive Name</b>	The Shops at the Riverwoods Reinvestment	
<b>Project Location</b>	4801 North University Avenue	
<b>Incentive Type</b>	<input type="checkbox"/> Loan or Grant <input type="checkbox"/> Fee Incentive <input checked="" type="checkbox"/> Tax Increment Financing <input type="checkbox"/> Land write-down <input type="checkbox"/> Infrastructure	
<b>Project Description</b>	Create a post-performance incentive agreement for The Shops at the Riverwoods to offset certain costs associated with a \$10,000,000+ investment to encourage additional improvements to the shopping center.	
<b>Brief Summary of Community Goals for the Project</b>	<ul style="list-style-type: none"> <li>• Current annual sales for the entire center are \$21 million which generate approximately \$105,000 in sales tax revenue to Provo City.</li> <li>• If a 50% sales increase is accomplished the first year, with an average 1.5% increase every year over for 15 years, sales could increase to over \$41,000,000 annually and generate \$205,000 in retail sales tax to Provo – making \$100,000 available as an incentive, to be used for other improvements/enhancements in the shopping center.</li> </ul>	
<b>Proposed Project Terms</b>	<ul style="list-style-type: none"> <li>• 15 year deal</li> <li>• 100% Sales Tax Incentive</li> <li>• Until \$1.5 million gap is reached OR 15 years expires</li> </ul>	
<b>Project Proponents</b>	Economic Development Department	
<b>Eligibility Criteria</b>	The Shops at the Riverwoods must generate more than the current base of \$105,000 to receive any tax incentive. Provo City Council has made retail a priority in 2018. The Shops at the Riverwoods, is the one of the few lifestyle shopping centers in Provo that encourages community involvement through activities, in conjunction with retail opportunities. The immediate and surrounding areas, including patrons from different cities, will be drawn to the new improvements, increasing the sales tax collected; generating additional revenue for Provo City and accomplishing the goal to gain additional and retain sales tax dollars in our community.	
<b>Principles Fulfilled by the Project</b>	<input checked="" type="checkbox"/> Redevelopment <input checked="" type="checkbox"/> Growing the base <input checked="" type="checkbox"/> Significant capital investment/improvement - taxable <input type="checkbox"/> Increase building inventory <input checked="" type="checkbox"/> Post-performance	<input checked="" type="checkbox"/> Catalyst development, tipping point, “Field of Dreams” <input type="checkbox"/> Desirable name, product, service <input type="checkbox"/> Location of development <input type="checkbox"/> Job created/retained <input type="checkbox"/> End user vs. developer - require specific agreements

**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** JAHILL  
**Presenter:** Cody Hill, Economic Development Division Director  
**Department:** Development Services  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 5 minutes  
**CityView or Issue File Number:** 26-034

**SUBJECT:** 4 A resolution approving the appropriation of \$83,851.50 in the General Fund for a contractual sales tax increment post-performance payment to Parkway Village. (26-034)

**ADMINISTRATIVE RECOMMENDATION:** Budget appropriation approval of \$83,851.50 from General Fund.

**ADMINISTRATIVE MEMO:** In November 2016, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Parkway Village LLC, the ownership group of Parkway Village located at 2255 North University Parkway for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for costs associated with the demolition, of an existing retail pad, participation of the installation of a new traffic signal and the construction of a replacement retail pad. The maximum reimbursement amount is \$1,053,395. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, \$136,476.

Provo City continues to receive this base amount of \$136,476. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years. The Commencement Date for this agreement was November 1, 2018. The target reimbursement amount as per the agreement is \$1,053,395, which is one half of the total out-of-pocket expenses. This is the seventh payment in the ten-year agreement and amounts to \$83,851.50. The total received in six years, including this payment, will be \$399,236.

**FISCAL IMPACT:** \$83,851.50

**TIME SENSITIVITY:** This payment was due on March 1st. We have heard from East Bay about the payment and are communicating with them on the timing and amount. Getting the payment approved in a timely manner would be great.

**COUNCIL STAFF MEMO:**

1 RESOLUTION <<Document Number>>

2  
3 A RESOLUTION APPROVING THE APPROPRIATION OF \$83,851.50 IN THE  
4 GENERAL FUND FOR A CONTRACTUAL SALES TAX INCREMENT POST-  
5 PERFORMANCE PAYMENT TO PARKWAY VILLAGE. (26-034)

6  
7 RECITALS:

8  
9 It is proposed that \$83,851.50 be appropriated in the General Fund for a  
10 contractual sales tax increment post-performance payment to Parkway Village;

11  
12 On January 1, 2017, Provo City entered into a sales tax increment agreement  
13 with Parkway Village to offset and incentivize the demolition, construction, and traffic  
14 light installation costs for their shopping center located at 2255 North University Pkwy;

15  
16 The funding source for the appropriation is the increased General Fund sales  
17 tax revenues received based on performance of Parkway Village;

18  
19 On May 12, 2026, and May 26, 2026, the Municipal Council met to consider  
20 the facts regarding this matter and receive public comment, which facts and comments  
21 are found in the public record of the Council’s consideration; and

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

26  
27 THEREFORE, the Provo Municipal Council resolves as follows:

28  
29 PART I:

30  
31 The Mayor is authorized to appropriate \$83,851.50 in the General Fund for a  
32 contractual sales tax increment post-performance payment to Parkway Village.

33  
34 PART II:

35  
36 This resolution takes effect immediately.

## Resolution 2016-49

### SHORT TITLE

A resolution authorizing the Mayor of Provo City Corporation to negotiate and execute a sales tax increment reimbursement agreement between Provo City Corporation and Parkway Village Provo Holdings 2, LLC.

### PASSAGE BY MUNICIPAL COUNCIL

### ROLL CALL

DISTRICT	NAME	MOTION	SECOND	FOR	AGAINST	OTHER
CW 1	DAVID SEWELL			✓		
CW 2	GEORGE STEWART			✓		
CD 1	GARY WINTERTON	✓		✓		
CD 2	KIM SANTIAGO			✓		
CD 3	DAVID KNECHT			✓		
CD 4	KAY VAN BUREN		✓	✓		
CD 5	DAVID HARDING				✓	
TOTALS				6	1	0

This resolution was passed by the Municipal Council of Provo City, on the 15<sup>th</sup> day of November, 2016, on a roll call vote as described above. Signed this 7 December 2016.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Mayor

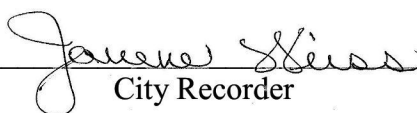
Resolution 2016-49

CITY RECORDER'S CERTIFICATE AND ATTEST

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Resolution Number 2016-49.

This resolution was signed and recorded in the office of the Provo City Recorder on the 8th day of December, 2016 .



  
\_\_\_\_\_  
City Recorder

1 RESOLUTION 2016-49.

2  
3 A RESOLUTION AUTHORIZING THE MAYOR OF PROVO CITY  
4 CORPORATION TO NEGOTIATE AND EXECUTE A SALES TAX  
5 INCREMENT REIMBURSEMENT AGREEMENT BETWEEN PROVO CITY  
6 CORPORATION AND PARKWAY VILLAGE PROVO HOLDINGS, LLC  
7 AND PARKWAY VILLAGE PROVO HOLDINGS 2, LLC. (16-112)

8  
9 WHEREAS, Parkway Village Provo Holdings, LLC and Parkway Village Provo  
10 Holdings 2, LLC (collectively “Parkway Village Holdings”) owns lots at the Parkway Village  
11 retail shopping center, located at 2255 North University Parkway, Provo, Utah; and

12  
13 WHEREAS, Parkway Village Holdings, in accordance with the Provo-Orem  
14 Transportation Improvement Project, has entered into an agreement with Utah Transit Authority  
15 and Utah Department of Transportation to create a new signalized intersection providing  
16 vehicular access between Parkway Village and University Parkway; and

17  
18 WHEREAS, the new intersection leg on the Parkway Village side is in direct conflict  
19 with an existing retail building, which will need to be demolished, and

20  
21 WHEREAS, Parkway Village Holdings will incur costs related to (i) early termination of  
22 a lease with an operating business, (ii) demolition of the building where such tenant was located,  
23 (iii) construction of certain driveway improvements to connect Parkway Village’s parking lot to  
24 the new intersection at University Parkway, (iv) contribution to UTA and UDOT costs for  
25 designing and constructing the roadway, intersection, and traffic signal improvements, and (v)  
26 construction costs and associated fees for a new building to replace the demolished building; and

27  
28 WHEREAS, Parkway Village Holdings has requested that the City provide  
29 reimbursement for a portion of the owner’s costs; and

30  
31 WHEREAS, Provo City Corporation has determined that the requested financial  
32 assistance is consistent with the guidelines of Provo City Corporation’s available programs; and

33  
34 WHEREAS, sales tax increment agreements can be an effective tool to generate  
35 additional funds, yet continue to provide the existing baseline sales tax proceeds to the City, and

36  
37 WHEREAS, Provo City Corporation has determined the requested reimbursements are  
38 reasonable to offset the intersection and traffic signal upgrade impacts and related new work by  
39 Parkway Village Holdings; and

41 WHEREAS, the representative of Parkway Village Holdings and Provo City  
42 Administration and Staff are presently negotiating a sales tax increment reimbursement  
43 agreement with a ten (10) term to capture up to half of the enumerated costs. \*Additionally, it is  
44 proposed that if the Parkway Village Holdings are able to capture half the cost prior to the end of  
45 the ten (10) year term, then both Provo City and Parkway Village Holdings shall share equally in  
46 the sales tax increment above the base until the end of ten (10) year term; and

47  
48 WHEREAS, on November 15, 2016, the Municipal Council held a duly noticed public  
49 meeting to ascertain the facts regarding this matter, which facts are found in the meeting record;  
50 and

51  
52 WHEREAS, Provo City Corporation has determined the project (i) improves traffic flow  
53 and safety, (ii) promotes retention of existing businesses within the shopping center, (ii)  
54 encourages commercial redevelopment and revitalization of the University Parkway Corridor,  
55 and (iv) reasonably furthers the health, safety, and general welfare of the citizens of Provo.

56  
57 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as  
58 follows:

59  
60

61 PART I:

62

63 1. The Mayor is authorized to negotiate and execute a Sales Tax Increment  
64 Reimbursement Agreement between Provo City Corporation and Parkway Village Holdings,  
65 consistent with the parameters attached hereto as Exhibit A.

66

67 PART II:

68

69 This resolution shall take effect immediately.

70

71 END OF RESOLUTION.

## Exhibit A

### Parameters

Deal point 1. A ten (10) year term, commencing upon execution of the agreement.

Deal point 2. Base year uses the previous 12 months of generated sales tax as a starting point from execution of the agreement.

Deal point 3. Capture up to half of the costs associated with demolition of existing building, design and construction of road and intersection improvements incurred by Parkway Village Holdings, costs associated with construction of a replacement building including building permit fees, plan check and impacts fees, all of which shall be paid up front.

Deal point 4.1 If Parkway Village Holdings are successful in capturing up to half the costs before the ten year agreement expires, then Parkway Village Holdings and Provo City will share sales tax increment on a 50/50 split until the end of the ten year term, but in no event shall Parkway Village Holdings receive sales tax increment in excess of the total costs described in Deal Point 3 above.

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<sup>1</sup> This is a request of Parkway Village Holdings and has not been vetted with the Municipal Council. It will be the intent of Parkway Village Holdings to make this request and hope to further discuss this possibility in the meeting.

Department Logo

# Provo City (Department)

Staff Memorandum

## Memo Title

Meeting Date

<p><b>Department Head</b> Name Dixon Holmes Phone 852-6166</p> <p><b>Presenter</b> Name Dixon Holmes Phone 852-6166</p> <p><b>Required Time for Presentation</b> Time 15 – 30 min</p> <p><b>Is This Time Sensitive</b> Yes</p> <p><b>Case File # (if applicable)</b> NA</p>	<p><b>Purpose of Proposal</b></p> <ul style="list-style-type: none"><li>• Discussion on potential sales tax increment for a retail shopping center on University Parkway, seeking partial cost recovery due to new entrance and existing building demolition</li></ul> <p><b>Action Requested</b></p> <ul style="list-style-type: none"><li>• Consideration for approving a sale tax increment reimburse agreement and authorize the Mayor to execute an agreement between Provo City and Parkway Village Partners.</li></ul> <p><b>Relevant City Policies</b></p> <ul style="list-style-type: none"><li>• Economic Development</li></ul> <p><b>Budget Impact</b></p> <ul style="list-style-type: none"><li>• Potentially forgo future, incremental sales tax revenue for a defined period of time.</li></ul> <p><b>Description of Parameters of Approval</b></p> <ul style="list-style-type: none"><li>• Ability to capture up to half of the costs incurred to remove the old building, street access intersection costs, new building costs, including building, plan check and impact fees (all fees would be paid up front and then reimbursed overtime according to agreement.</li><li>• Term of capture – 10 (ten) years</li><li>• Baseline starting point a rolling 12 months back.</li><li>• Recapture base on increment over the baseline, up to half of costs.</li></ul>
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	<ul style="list-style-type: none"><li>• Requested but not agreed to yet – if Parkway Village is able to capture up to half of the agreed upon costs, and there was still time remaining on the ten year term, Parkway would share half of the incremental sales tax revenue to the end of the ten years.</li></ul>
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1 RESOLUTION 2016-.

2  
3 A RESOLUTION AUTHORIZING THE MAYOR OF PROVO CITY  
4 CORPORATION TO NEGOTIATE AND EXECUTE A SALES TAX  
5 INCREMENT REIMBURSEMENT AGREEMENT BETWEEN PROVO CITY  
6 CORPORATION AND PARKWAY VILLAGE PROVO HOLDINGS, LLC  
7 AND PARKWAY VILLAGE PROVO HOLDINGS 2, LLC. (16-112)

8  
9 WHEREAS, Parkway Village Provo Holdings, LLC and Parkway Village Provo  
10 Holdings 2, LLC (collectively “Parkway Village Holdings”) owns lots at the Parkway Village  
11 retail shopping center, located at 2255 North University Parkway, Provo, Utah; and

12  
13 WHEREAS, Parkway Village Holdings, in accordance with the Provo-Orem  
14 Transportation Improvement Project, has entered into an agreement with Utah Transit Authority  
15 and Utah Department of Transportation to create a new signalized intersection providing  
16 vehicular access between Parkway Village and University Parkway; and

17  
18 WHEREAS, the new intersection leg on the Parkway Village side is in direct conflict  
19 with an existing retail building, which will need to be demolished, and

20  
21 WHEREAS, Parkway Village Holdings will incur costs related to (i) early termination of  
22 a lease with an operating business, (ii) demolition of the building where such tenant was located,  
23 (iii) construction of certain driveway improvements to connect Parkway Village’s parking lot to  
24 the new intersection at University Parkway, (iv) contribution to UTA and UDOT costs for  
25 designing and constructing the roadway, intersection, and traffic signal improvements, and (v)  
26 construction costs and associated fees for a new building to replace the demolished building; and

27  
28 WHEREAS, Parkway Village Holdings has requested that the City provide  
29 reimbursement for a portion of the owner’s costs; and

30  
31 WHEREAS, Provo City Corporation has determined that the requested financial  
32 assistance is consistent with the guidelines of Provo City Corporation’s available programs; and

33  
34 WHEREAS, sales tax increment agreements can be an effective tool to generate  
35 additional funds, yet continue to provide the existing baseline sales tax proceeds to the City, and

36  
37 WHEREAS, Provo City Corporation has determined the requested reimbursements are  
38 reasonable to offset the intersection and traffic signal upgrade impacts and related new work by  
39 Parkway Village Holdings; and

41 WHEREAS, the representative of Parkway Village Holdings and Provo City  
42 Administration and Staff are presently negotiating a sales tax increment reimbursement  
43 agreement with a ten (10) term to capture up to half of the enumerated costs. \*Additionally, it is  
44 proposed that if the Parkway Village Holdings are able to capture half the cost prior to the end of  
45 the ten (10) year term, then both Provo City and Parkway Village Holdings shall share equally in  
46 the sales tax increment above the base until the end of ten (10) year term; and

47  
48 WHEREAS, on November 15, 2016, the Municipal Council held a duly noticed public  
49 meeting to ascertain the facts regarding this matter, which facts are found in the meeting record;  
50 and

51  
52 WHEREAS, Provo City Corporation has determined the project (i) improves traffic flow  
53 and safety, (ii) promotes retention of existing businesses within the shopping center, (ii)  
54 encourages commercial redevelopment and revitalization of the University Parkway Corridor,  
55 and (iv) reasonably furthers the health, safety, and general welfare of the citizens of Provo.

56  
57 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as  
58 follows:

59  
60  
61 PART I:  
62  
63 1. The Mayor is authorized to negotiate and execute a Sales Tax Increment  
64 Reimbursement Agreement between Provo City Corporation and Parkway Village Holdings,  
65 consistent with the parameters attached hereto as Exhibit A.

66  
67 PART II:  
68  
69 This resolution shall take effect immediately.

70  
71 END OF RESOLUTION.  
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Exhibit A

Parameters

Deal point 1. A ten (10) year term, commencing upon execution of the agreement.

Deal point 2. Base year uses the previous 12 months of generated sales tax as a starting point from execution of the agreement.

Deal point 3. Capture up to half of the costs associated with demolition of existing building, design and construction of road and intersection improvements incurred by Parkway Village Holdings, costs associated with construction of a replacement building including building permit fees, plan check and impacts fees, all of which shall be paid up front.

Deal point 4.<sup>1</sup> If Parkway Village Holdings are successful in capturing up to half the costs before the ten year agreement expires, then Parkway Village Holdings and Provo City will share sales tax increment on a 50/50 split until the end of the ten year term.

---

<sup>1</sup> This is a request of Parkway Village Holdings and has not been vetted with the Municipal Council. It will be the intent of Parkway Village Holdings to make this request and hope to further discuss this possibility in the meeting.

**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** JAHILL  
**Presenter:** Cody Hill, Economic Development Division Director  
**Department:** Development Services  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 5 minutes  
**CityView or Issue File Number:** 26-033

**SUBJECT:** 5 A resolution approving the appropriation of \$57,765.50 in the General Fund for a contractual sales tax increment post-performance payment to East Bay Shopping Center (26-033)

**ADMINISTRATIVE RECOMMENDATION:** Budget appropriation approval of \$57,765.50 from General Fund.

**ADMINISTRATIVE MEMO:** On February 20, 2018 the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and East Bay Shopping Center LLC, the ownership group of the East Bay Shopping Center at 979 S University Ave for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for one half of costs associated with the remodel, construction, and opening of a new Ross retail store, which would serve as a magnet to attract other retailers to fill this retail center. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, \$90,099.

Provo City continues to receive this base amount of \$90,099. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years, beginning after the completion of their remodel. The Commencement Date for this agreement was November 1, 2019. The target reimbursement amount as per the agreement is \$1,154,385 which is one half of the total out-of-pocket expenses, which were \$2,308,770. This is the sixth payment in the ten-year agreement and amounts to \$57,765. The total received in six years, including this payment will be \$363,920.

**FISCAL IMPACT:** \$57,765

**TIME SENSITIVITY:** This payment was due on March 1st. We have not heard from East Bay about the payment, but it would still be great to get the payment approved in a timely manner.

**COUNCIL STAFF MEMO:**

1 RESOLUTION <<Document Number>>

2  
3 A RESOLUTION APPROVING THE APPROPRIATION OF \$57,765.50 IN THE  
4 GENERAL FUND FOR A CONTRACTUAL SALES TAX INCREMENT POST-  
5 PERFORMANCE PAYMENT TO EAST BAY SHOPPING CENTER (26-033)

6  
7 RECITALS:

8  
9 It is proposed that \$57,765.50 be appropriated in the General Fund for a  
10 contractual sales tax increment post-performance payment to East Bay Shopping Center;

11  
12 On June 11, 2018, Provo City entered into a sales tax increment agreement  
13 with East Bay Shopping Center owners to receive reimbursement for out-of-pocket  
14 expenses incurred during the remodeling and construction of the East Bay Shopping  
15 Center;

16  
17 The funding source for the appropriation is the increased General Fund sales  
18 tax revenues received based on performance of East Bay Shopping Center;

19  
20 On May 12, 2026 and May 26, 2026 the Municipal Council met to consider the  
21 facts regarding this matter and receive public comment, which facts and comments are  
22 found in the public record of the Council’s consideration; and

23  
24 After considering the facts presented to the Municipal Council, the Council  
25 finds that (i) the proposed action should be approved as described herein, and (ii) such  
26 action furthers the health, safety, and general welfare of the citizens of Provo City.

27  
28 THEREFORE, the Provo Municipal Council resolves as follows:

29  
30 PART I:

31  
32 The Mayor is authorized to appropriate \$57,765.50 in the General Fund for a  
33 contractual sales tax increment post-performance payment to East Bay Shopping Center.

34  
35 PART II:

36  
37 This resolution takes effect immediately.

Resolution 2018-06

SHORT TITLE

A resolution authorizing the Mayor of Provo City to negotiate and execute a post-performance Sales Tax Increment Reimbursement Agreement between Provo City Corporation and Woodside Capital Partners, LLC. (18-021)


PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

DISTRICT	NAME	FOR	AGAINST	OTHER
CW 1	DAVID SEWELL	✓		
CW 2	GEORGE STEWART	✓		
CD 1	GARY WINTERTON	✓		
CD 2	GEORGE HANDLEY	✓		
CD 3	DAVID KNECHT	✓		
CD 4	KAY VAN BUREN	✓		
CD 5	DAVID HARDING	✓		
TOTALS		7	0	

This resolution was passed by the Municipal Council of Provo City, on the 20<sup>th</sup> day of February 2018, on a roll call vote as described above. Signed this 1st day of March 2018.

  
Chair

  
Mayor

Resolution 2018-06

CITY RECORDER'S CERTIFICATE AND ATTEST

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to resolution number 2018-06.

This resolution was signed and recorded in the office of the Provo City Recorder on the 5th day of March 2018.



  
City Recorder

1 RESOLUTION 2018-06.

2  
3 A RESOLUTION AUTHORIZING THE MAYOR OF PROVO CITY TO  
4 NEGOTIATE AND EXECUTE A POST-PERFORMANCE SALES TAX  
5 INCREMENT REIMBURSEMENT AGREEMENT BETWEEN PROVO CITY  
6 CORPORATION AND WOODSIDE CAPITAL PARTNERS, LLC. (18-021)  
7

8 WHEREAS, Woodside Capital Partners, LLC owns the East Bay Shopping Center retail  
9 shopping center, located at 1025 South University Avenue, Provo, Utah; and  
10

11 WHEREAS, the East Bay Shopping Center retail shopping center has suffered a  
12 significant amount of store vacancies over a sustained period of time; and  
13

14 WHEREAS, Woodside Capital Partners, LLC is in the process of working with both  
15 national, specifically Ross, and local retailers to back-fill vacant shopping center space in the  
16 East Bay Shopping Center; and  
17

18 WHEREAS, Woodside Capital Partners, LLC will incur costs related to improvements to  
19 properties for new retail and to fill vacancies in the East Bay Shopping Center; and  
20

21 WHEREAS, Woodside Capital Partners, LLC has requested that the City provide  
22 reimbursement for a portion of the owner’s costs associated with attracting new desirable tenants  
23 and tenant improvements; and  
24

25 WHEREAS, Provo City has determined that the requested financial assistance is  
26 consistent with the guidelines of Provo City’s available economic development programs; and  
27

28 WHEREAS, Provo City has determined the requested reimbursements are reasonable to  
29 improve retail in the East Bay Shopping Center and related new work by making said  
30 improvements and investments in the shopping center; and  
31

32 WHEREAS, Provo City in 2014 hired a nationally recognized retail consultant, Retail  
33 Strategies, to perform a retail analysis for Provo and determined that there is a significant amount  
34 of spending by Provo residents outside of Provo, also known as “leakage,” due, in part, to the  
35 perception that Provo lacks retail options for goods and services, and  
36

37 WHEREAS, post-performance sales tax increment agreements can be an effective tool  
38 to generate additional funds and retail shopping opportunities, yet continue to provide the  
39 existing baseline sales tax proceeds to the City, and  
40

41 WHEREAS, the representative of Woodside Capital Partners, LLC and Provo City  
42 Administration and Staff are presently negotiating a post-performance sales tax increment  
43 reimbursement agreement with a ten (10) year term to capture up to half of the enumerated costs.  
44 Additionally, it is proposed that if Woodside Capital Partners, LLC are able to capture half the  
45 cost prior to the end of the ten (10) year term, then both Provo City and Woodside Capital  
46 Partners, LLC shall share equally in the sales tax increment above the base until the end of ten  
47 (10) year term; and

48  
49 WHEREAS, on February 6, 2018, and February 20, 2018, the Municipal Council met to  
50 ascertain the facts regarding this matter and receive public comment, which facts and comments  
51 are found in the public record of the Council's consideration; and

52  
53 WHEREAS, Provo City has determined the project (i) promotes retention of existing  
54 businesses and attraction of new businesses within the shopping center, (ii) encourages  
55 commercial redevelopment and revitalization of the area, and (iv) reasonably furthers the health,  
56 safety, and general welfare of the citizens of Provo.

57  
58 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as  
59 follows:

60  
61  
62 PART I:  
63  
64 The Mayor is authorized to negotiate and execute a Sales Tax Increment  
65 Reimbursement Agreement between Provo City Corporation and Woodside Capital Partners,  
66 LLC, consistent with the parameters attached hereto as Exhibit A.

67  
68 PART II:  
69  
70 This resolution shall take effect immediately.

71  
72 END OF RESOLUTION.  
73  
74  
75  
76  
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80  
81

82 Exhibit A

83  
84 Parameters

85  
86 Deal point 1. A ten (10) year term, commencing upon execution of the agreement, which  
87 contemplates a 12 to 18 month ramp up period for construction and improvements.

88  
89 Deal point 2. Establish a base year using the previous 12 months of generated sales tax as a  
90 starting point from execution of the agreement.

91  
92 Deal point 3. Capture up to half of the costs associated with revitalization of the East Bay  
93 Shopping Center and other improvements incurred by Woodside Capital Partners, LLC, costs  
94 associated with the improvements, all of which shall be paid up front. The improvement costs  
95 are estimated to be approximately ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS  
96 (\$1,500,000.00)

97  
98 Deal point 4. If Woodside Capital Partners, LLC is successful in capturing up to half the costs  
99 before the ten year agreement expires, then Woodside Capital Partners, LLC and Provo City will  
100 share sales tax increment on a 50/50 split until the end of the ten year term.

101  
102 Deal point 5. In no event will Woodside Capital Partners, LLC be able to earn back or be  
103 reimbursed for more than the approved incurred improvement costs.

## Economic Development Staff Memorandum

# East Bay Shopping Center Sales Tax Increment Proposal

January 22, 2018

<p><b>Dixon Holmes</b> 801-852-6166</p> <p><b>Required Time for Presentation</b> 20 minutes</p> <p><b>Is This Time Sensitive</b> Not urgent, but timeliness is desirable</p>	<p>Provide Municipal Council with an overview and proposal for a potential sales tax increment agreement with the new owners of the East Bay Shopping Center in order to provide retail incentives to offset certain costs in attracting new tenants to the shopping center. The new owners will be present at the meeting to answer questions and share details as available.</p> <p><b>Action Requested</b></p> <ul style="list-style-type: none"><li>• Informational and Council input and feedback</li></ul> <p><b>Relevant City Policies – Council Priorities</b></p> <ul style="list-style-type: none"><li>• Suitable retail where our residents want to shop in order to retain our own sales tax dollars.</li><li>• Broader retail offerings</li><li>• Increased tax revenue from commercial property tax and sales tax</li></ul> <p><b>Budget Impact</b></p> <ul style="list-style-type: none"><li>• Preserve the baseline sales tax received and only offer increment above the baseline. Post-performance based.</li></ul> <p><b>Description of this item</b></p> <ul style="list-style-type: none"><li>• Work with the new property owners of the East Bay Shopping Center to create an incentive agreement to backfill historically vacant storefronts.</li><li>• The model for this incentive would be similar to that used at the Parkway Village located on University Parkway, where the</li></ul>
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Walmart Neighborhood store is located.

**Deal Points:**

- Determine an acceptable dollar amount for reimbursement. Some portion of the out of pocket costs to locate an anchor tenant, or a tenant that will facilitate backfilling the balance of the center
- Determine an acceptable time frame for which an incentive would be offered. Typically ten (10) years has been acceptable.
- Allow owners to recoup up to half the out of pocket expenses and then share additional tax revenue a 50/50 City/Owner if additional time remains on the ten (10) year term, up to actual costs, amount to be agreed upon in advance, but not to exceed actual costs.

1 RESOLUTION 2018-.

2  
3 A RESOLUTION AUTHORIZING THE MAYOR OF PROVO CITY TO  
4 NEGOTIATE AND EXECUTE A POST-PERFORMANCE SALES TAX  
5 INCREMENT REIMBURSEMENT AGREEMENT BETWEEN PROVO CITY  
6 CORPORATION AND WOODSIDE CAPITAL PARTNERS, LLC. (18-021)  
7

8 WHEREAS, Woodside Capital Partners, LLC owns the East Bay Shopping Center retail  
9 shopping center, located at 1025 South University Avenue, Provo, Utah; and  
10

11 WHEREAS, the East Bay Shopping Center retail shopping center has suffered a  
12 significant amount of store vacancies over a sustained period of time; and  
13

14 WHEREAS, Woodside Capital Partners, LLC is in the process of working with both  
15 national, specifically Ross, and local retailers to back-fill vacant shopping center space in the  
16 East Bay Shopping Center; and  
17

18 WHEREAS, Woodside Capital Partners, LLC will incur costs related to improvements to  
19 properties for new retail and to fill vacancies in the East Bay Shopping Center; and  
20

21 WHEREAS, Woodside Capital Partners, LLC has requested that the City provide  
22 reimbursement for a portion of the owner's costs associated with attracting new desirable tenants  
23 and tenant improvements; and  
24

25 WHEREAS, Provo City has determined that the requested financial assistance is  
26 consistent with the guidelines of Provo City's available economic development programs; and  
27

28 WHEREAS, Provo City has determined the requested reimbursements are reasonable to  
29 improve retail in the East Bay Shopping Center and related new work by making said  
30 improvements and investments in the shopping center; and  
31

32 WHEREAS, Provo City in 2014 hired a nationally recognized retail consultant, Retail  
33 Strategies, to perform a retail analysis for Provo and determined that there is a significant amount  
34 of spending by Provo residents outside of Provo, also known as "leakage," due, in part, to the  
35 perception that Provo lacks retail options for goods and services, and  
36

37 WHEREAS, post-performance sales tax increment agreements can be an effective tool  
38 to generate additional funds and retail shopping opportunities, yet continue to provide the  
39 existing baseline sales tax proceeds to the City, and  
40

41 WHEREAS, the representative of Woodside Capital Partners, LLC and Provo City  
42 Administration and Staff are presently negotiating a post-performance sales tax increment  
43 reimbursement agreement with a ten (10) year term to capture up to half of the enumerated costs.  
44 Additionally, it is proposed that if Woodside Capital Partners, LLC are able to capture half the  
45 cost prior to the end of the ten (10) year term, then both Provo City and Woodside Capital  
46 Partners, LLC shall share equally in the sales tax increment above the base until the end of ten  
47 (10) year term; and

48  
49 WHEREAS, on February 6, 2018, and February 20, 2018, the Municipal Council met to  
50 ascertain the facts regarding this matter and receive public comment, which facts and comments  
51 are found in the public record of the Council’s consideration; and

52  
53 WHEREAS, Provo City has determined the project (i) promotes retention of existing  
54 businesses and attraction of new businesses within the shopping center, (ii) encourages  
55 commercial redevelopment and revitalization of the area, and (iv) reasonably furthers the health,  
56 safety, and general welfare of the citizens of Provo.

57  
58 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as  
59 follows:

60  
61  
62 PART I:  
63  
64 The Mayor is authorized to negotiate and execute a Sales Tax Increment  
65 Reimbursement Agreement between Provo City Corporation and Woodside Capital Partners,  
66 LLC, consistent with the parameters attached hereto as Exhibit A.

67  
68 PART II:  
69  
70 This resolution shall take effect immediately.

71  
72 END OF RESOLUTION.  
73  
74  
75  
76  
77  
78  
79  
80  
81

82 Exhibit A

83  
84 Parameters

85  
86 Deal point 1. A ten (10) year term, commencing upon execution of the agreement, which  
87 contemplates a 12 to 18 month ramp up period for construction and improvements.

88  
89 Deal point 2. Establish a base year using the previous 12 months of generated sales tax as a  
90 starting point from execution of the agreement.

91  
92 Deal point 3. Capture up to half of the costs associated with revitalization of the East Bay  
93 Shopping Center and other improvements incurred by Woodside Capital Partners, LLC, costs  
94 associated with the improvements, all of which shall be paid up front. The improvement costs  
95 are estimated to be approximately ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS  
96 (\$1,500,000.00)

97  
98 Deal point 4. If Woodside Capital Partners, LLC is successful in capturing up to half the costs  
99 before the ten year agreement expires, then Woodside Capital Partners, LLC and Provo City will  
100 share sales tax increment on a 50/50 split until the end of the ten year term.

101  
102 Deal point 5. In no event will Woodside Capital Partners, LLC be able to earn back or be  
103 reimbursed for more than the approved incurred improvement costs.  
104

# Basic deal components

- 10 year agreement
- Post performance, above the base line sales tax revenue
- Reimbursement for \$1.5 million of actual costs associated with improvements for new retail
- Opportunity to earn back half the actual costs
- If time remains on the 10 years, then all new sales tax dollars above the base and \$750,000.00 are then split 50/50 up to total actual costs

# Example of how it might work

	20 million = \$100,000.00	
	Provo	Woodside
1	100000	0
2	100000	0
3	100000	0
4	100000	0
5	100000	0
6	100000	0
7	100000	0
8	100000	0
9	100000	0
10	100000	0
	\$1,000,000.00	\$0.00

# Example of how it might work

	40 million = \$200,000.00	
	Provo	Woodside
1	100000	100000
2	100000	100000
3	100000	100000
4	100000	100000
5	100000	100000
6	100000	100000
7	100000	100000
8	125000	75000
9	150000	50000
10	150000	50000
	\$1,125,000.00	\$875,000.00

# Example of how it might work

	60 million = \$300,00.00	
	Provo	Woodside
1	100000	200000
2	100000	200000
3	100000	200000
4	150000	150000
5	200000	100000
6	200000	100000
7	200000	100000
8	200000	100000
9	200000	100000
10	200000	100000
	\$1,650,000.00	\$1,350,000.00

# Example of how it might work

80 million = \$400,000.00			
100000	300000		1
100000	300000		2
250000	150000		3
250000	150000		4
250000	150000		5
250000	150000		6
250000	150000		7
250000	150000		8
400000	0		9
400000	0		10
\$2,500,000.00	\$1,500,000.00		

**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** AARDMORE  
**Presenter:** Aaron Ardmore, Planning Manager  
**Department:** Development Services  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 10 minutes  
**CityView or Issue File Number:** PLOTA20260119

**SUBJECT:** 6 An ordinance amending Provo City code to add a caretaker dwelling as a permitted accessory use in the general commercial zone. (PLOTA20260119)

**ADMINISTRATIVE RECOMMENDATION:** Planning Commission recommended approval.

**ADMINISTRATIVE MEMO:** Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response: "Overall proposal would improve neighborhood safety, cleanliness, and property value without any burdens on city services."

Staff Response: Staff recognize increased safety, cleanliness and property value as legitimate public purposes.

FINDING: Complies.

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

Applicant Response: "The caretaker dwelling will provide clear benefits to the city and surrounding community. Not only will a caretaker dwelling enhance overnight security, but it will also discourage loitering, encampment, and illicit drug use. It will help ensure cleanliness and provide enhanced safety for local residents."

Staff Response: Allowing a caretaker dwelling in the CG zones saves the city from a potential loss of commercial zoning with possible rezone requests, while allowing for the safety and security that a full-time tenant can provide.

FINDING: Complies.

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

Applicant Response: "This caretaker dwelling will further the vision of Provo City by ensuring a clean, well-monitored and safe environment."

Staff Response: The goals identified by the applicant are consistent with the following General Plan goals:

- GP chapter 3, goal 4a: to facilitate an "efficient built environment and promoting the health and safety of its residents."
- GP chapter 4, goal 1b: "consider revising regulations to encourage development of a mix of housing types."
- GP chapter 5, goal 1: "employ innovative approaches to promote local business and create community."
- GP chapter 7, goal 4: "promote a high quality of life for Provo residents..."

FINDING: Complies.

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

Applicant Response: No response (not applicable).

Staff Response: There are no timing and sequencing provisions related to this request.

FINDING: Complies.

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

Applicant Response: "The proposed caretaker dwelling will have a negligible impact on city infrastructure and services while providing significant improvements to neighborhood cleanliness and security."

Staff Response: By allowing the caretaker dwelling rather than rezoning to allow a residential use, the General Plan goals and policies could remain intact and would not create much additional demand for city services. There are approximately 245 acres of CG Zone currently throughout the city. While it may be difficult to know how many of those may take advantage of a caretaker dwelling, this use is already permitted in the A1, PF, FI, M1, M2, CM, MP, and PIC zones. The percentage of properties that have established caretaker dwellings in these zones is under 5%.

FINDING: Complies.

(f) Adverse impacts on adjacent land owners; and

Applicant Response: "This caretaker dwelling will enhance neighborhood cleanliness, safety, and property value without any additional burdens on city services."

Staff Response: If passed, it is more likely that the caretaker dwelling would have a positive impact on adjacent land owners by ensuring safety and cleanliness when businesses are closed.

FINDING: Complies.

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

Applicant Response: No response (not applicable).

Staff Response: Not applicable.

FINDING: Complies.

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

Applicant Response: Applicant has responded to policies (see attached).

Staff Response: This request would not impact the General Plan map.

FINDING: Complies.

**FISCAL IMPACT:** None

**COUNCIL STAFF MEMO:**



EXHIBIT A

45  
46  
47 14.22.020 Permitted Uses.

48 .

49 .

50 .

51 (5) *Permitted Accessory Uses*. Accessory uses and structures are permitted in the CG zone provided they  
52 are incidental to, and do not substantially alter, the character of the permitted  
53 principal use or structure. Such permitted uses and structures include, but are not limited to, the  
54 following:

55 (a) Accessory buildings such as garages, carports, equipment storage buildings and supply  
56 storage buildings which are customarily used in conjunction with and incidental to a  
57 principal use or structure permitted in the CG zone; ~~and~~

58 (b) Storage of materials used for construction of buildings, including the contractor's  
59 temporary office provided that such use be located on the building site or immediately adjacent  
60 thereto, and provided further, that such use shall be permitted only during the construction  
61 period and thirty (30) days thereafter; ~~and~~

62 (c) A caretaker dwelling, subject to Provo City Code 14.34.220.

Provo City Planning Commission

# Report of Action

April 22, 2026

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**\*ITEM 1** Natalie & Douglas Langford request an Ordinance Text Amendment to Provo City Code 14.22.020 to add a caretaker dwelling as a permitted accessory use in the CG (General Commercial) Zone. Citywide Application. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLOTA20260119

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The following action was taken by the Planning Commission on the above described item at its regular meeting of April 22, 2026:

## RECOMMENDED APPROVAL

On a vote of 5:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Joel Temple

Second By: Anne Allen

Votes in Favor of Motion: Anne Allen, Joel Temple, Matt Wheelwright, Jonathon Hill, Melissa Jensen, Jon Lyons

*Jonathon Hill was present as Chair.*

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

### TEXT AMENDMENT

The text of the proposed amendment is attached as Exhibit A.

### 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. Staff also responded to questions from the Planning Commission regarding allowance of caretaker dwellings in other zones, process of approval and enforcement, and related definitions and standards.

### CITY DEPARTMENTAL ISSUES

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

### NEIGHBORHOOD MEETING DATE

- Citywide application; all Neighborhood District Chairs received notification.

### NEIGHBORHOOD AND PUBLIC COMMENT

- This item was Citywide or affected multiple neighborhoods.
- 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:

- Julie Rose spoke on behalf of online commenters sharing concerns about potential abuse of the caretaker dwelling, limits of the dwelling size, and one person indicating support.

### APPLICANT RESPONSE

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

- Applicant was not in attendance.

### PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Planning Commission discussed some potential changes that staff should evaluate with the current caretaker dwelling standards in 14.34.220, including floor area, manufactured homes, and ambiguity of "accessory" standard.

- Commissioners shared thoughts on the amendment and use of caretaker dwellings, indicating support for the idea and noting that this allowance is a more natural setup for small businesses and could help startup businesses in the city.
- Commissioners also discussed additional changes that could be made to this type of use.



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Planning Commission Chair



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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

14.22.020 Permitted Uses.

.  
. .

(5) *Permitted Accessory Uses.* Accessory uses and structures are permitted in the CG zone provided they are incidental to, and do not substantially alter, the character of the permitted principal use or structure. Such permitted uses and structures include, but are not limited to, the following:

(a) Accessory buildings such as garages, carports, equipment storage buildings and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the CG zone; and

(b) Storage of materials used for construction of buildings, including the contractor's temporary office provided that such use be located on the building site or immediately adjacent thereto, and provided further, that such use shall be permitted only during the construction period and thirty (30) days thereafter.

(c) A caretaker dwelling, subject to Provo City Code 14.34.220.

---

**\*ITEM 1** Natalie & Douglas Langford request an Ordinance Text Amendment to Provo City Code 14.22.020 to add a caretaker dwelling as a permitted accessory use in the CG (General Commercial) Zone. Citywide Application. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLOTA20260119

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<b>APPLICANT:</b>	Natalie and Douglas Langford
<b>PROPERTY OWNER:</b>	Not Applicable – Citywide Amendment
<b>PARCEL ID:</b>	Not Applicable – Citywide Amendment
<b>ACREAGE:</b>	Not Applicable – Citywide Amendment
<b>CURRENT LEGAL USE:</b>	Not Applicable – Citywide Amendment
<b>GENERAL PLAN DESIGNATION:</b>	Not Applicable – Citywide Amendment
<b>CURRENT ZONE:</b>	Not Applicable – Citywide Amendment
<b>APPLICATION TYPE:</b>	Legislative Decision – Planning Commission will make a recommendation to the City Council.

### **NEIGHBORHOOD FEEDBACK**

Because this is a citywide amendment, there has been no neighborhood district discussion of this proposal. Staff have not received any public feedback at the time of this report.

### **PROJECT SUMMARY**

The applicants have an interest in property within the CG Zone and are proposing a code amendment to allow for a caretaker dwelling to be established as an accessory use, subject to existing code standards for caretaker dwellings found in Provo City Code 14.34.220. While staff assisted the applicant with what amendment would be needed and how it could look, the applicant has provided some additional information and justification for the request, these are attached to the end of this report.

### **STAFF ANALYSIS**

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

- (a) Public purpose for the amendment in question;

**Applicant Response:** “Overall proposal would improve neighborhood safety, cleanliness, and property value without any burdens on city services.”

**Staff Response:** Staff recognize increased safety, cleanliness and property value as legitimate public purposes.

**FINDING:** Complies.

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

**Applicant Response:** “The caretaker dwelling will provide clear benefits to the city and surrounding community. Not only will a caretaker dwelling enhance overnight security, but it will also discourage loitering, encampment, and illicit drug use. It will help ensure cleanliness and provide enhanced safety for local residents.”

**Staff Response:** Allowing a caretaker dwelling in the CG zones saves the city from a potential loss of commercial zoning with possible rezone requests, while allowing for the safety and security that a full-time tenant can provide.

**FINDING:** Complies.

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

**Applicant Response:** “This caretaker dwelling will further the vision of Provo City by ensuring a clean, well-monitored and safe environment.”

**Staff Response:** The goals identified by the applicant are consistent with the following General Plan goals:

- GP chapter 3, goal 4a: to facilitate an “efficient built environment and promoting the health and safety of its residents.”
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- GP chapter 5, goal 1: “employ innovative approaches to promote local business and create community.”
- GP chapter 7, goal 4: “promote a high quality of life for Provo residents...”

**FINDING:** Complies.

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated;

**Applicant Response:** No response (not applicable).

**Staff Response:** There are no timing and sequencing provisions related to this request.

**FINDING:** Complies.

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

**Applicant Response:** “The proposed caretaker dwelling will have a negligible impact on city infrastructure and services while providing significant improvements to neighborhood cleanliness and security.”

**Staff Response:** By allowing the caretaker dwelling rather than rezoning to allow a residential use, the General Plan goals and policies could remain intact and would not create much additional demand for city services. There are approximately 245 acres of CG Zone currently throughout the city. While it may be difficult to know how many of those may take advantage of a caretaker dwelling, this use is already permitted in the A1, PF, FI, M1, M2, CM, MP, and PIC zones. The percentage of properties that have established caretaker dwellings in these zones is under 5%.

**FINDING:** Complies.

(f) Adverse impacts on adjacent land owners; and

**Applicant Response:** “This caretaker dwelling will enhance neighborhood cleanliness, safety, and property value without any additional burdens on city services.”

**Staff Response:** If passed, it is more likely that the caretaker dwelling would have a positive impact on adjacent land owners by ensuring safety and cleanliness when businesses are closed.

**FINDING:** Complies.

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

**Applicant Response:** No response (not applicable).

**Staff Response:** Not applicable.

**FINDING:** Complies.

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

**Applicant Response:** Applicant has responded to policies (see attached).

**Staff Response:** This request would not impact the General Plan map.

**FINDING:** Complies.

## **APPLICABLE ZONING CODES**

Provo City Code 14.22 (CG Zone): <https://provo.municipal.codes/Code/14.22>

Provo City Code 14.34.220 (Caretaker Dwellings as an Accessory Use):  
<https://provo.municipal.codes/Code/14.34.220>

In zones that specifically allow caretaker dwellings as permitted accessory use, such dwellings may be established only if such dwellings:

- (1) are accessory to a functioning principal use, with not more than one caretaker dwelling per lot or principal use;
- (2) are located on the same property as the principal use;
- (3) are occupied by only one (1) family;
- (4) contain only one (1) kitchen;
- (5) have no associated accessory living space;
- (6) are accessory in size to the main use and do not to exceed one thousand two hundred (1200) square feet of floor area;
- (7) are designed as a part of and in harmony with the architecture of the main building(s) on the subject property;
- (8) are not a manufactured dwelling unit; and
- (9) are occupied or rented only by an employee or subcontractor of the legal entity which owns the principal use being cared for (with or without family members).  
The caretaker shall be employed at least fifty percent (50%) of the time as an employee or subcontractor of the legal entity which occupies main buildings on the subject property. Any person occupying a caretaker dwelling shall submit evidence of compliance with this Section upon request of the City.

## **POSSIBLE MOTIONS AND FINDINGS**

The Planning Commission may make any of the following findings:

1. **Recommend Approval:** The proposal is consistent with the General Plan. *“The Planning Commission recommends approval of the proposed ordinance text amendment of Provo City Code 14.22.020 to the City Council”*
2. **Recommend Denial:** The proposal is not consistent with the General Plan. *“The Planning Commission recommends denial of the proposed ordinance text amendment of Provo City Code 14.22.020 to the City Council”*
3. **Continue:** New information presented at the public hearing or additional study needs to be done. *“The Planning Commission continues this item to a future hearing due to [state reasons]”*

**ATTACHMENTS**

1. Proposed Ordinance Text Amendment
2. Applicant Analysis of Impacts of Amendment
3. Applicant Ordinance Amendment Written Description
4. Applicant Justification Statement

## **ATTACHMENT 1 – PROPOSED ORDINANCE TEXT AMENDMENT**

14.22.020 Permitted Uses.

.  
. .

(5) *Permitted Accessory Uses.* Accessory uses and structures are permitted in the CG zone provided they are incidental to, and do not substantially alter, the character of the permitted principal use or structure. Such permitted uses and structures include, but are not limited to, the following:

(a) Accessory buildings such as garages, carports, equipment storage buildings and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the CG zone; and

(b) Storage of materials used for construction of buildings, including the contractor's temporary office provided that such use be located on the building site or immediately adjacent thereto, and provided further, that such use shall be permitted only during the construction period and thirty (30) days thereafter.

(c) [A caretaker dwelling, subject to Provo City Code 14.34.220.](#)

## **ATTACHMENT 2 – APPLICANT ANALYSIS OF IMPACTS OF AMENDMENT**

This application proposes the approval of a caretaker dwelling within a building in a general commercial zone in Provo. This amendment is intended to improve property security, sanitation, and oversight while supporting the continued operation of a medical service. This caretaker dwelling will enhance neighborhood cleanliness, safety, and property value without any additional burdens on city services.

### **ATTACHMENT 3 – APPLICANT ORDINANCE AMENDMENT WRITTEN DESCRIPTION**

The beauty of the Grandview community will be strengthened by this proposed caretaker dwelling. The caretaker dwelling will provide clear benefits to the city and surrounding community. Not only will a caretaker dwelling enhance overnight security, but it will also discourage loitering, encampment, and illicit drug use. It will help ensure cleanliness and provide enhanced safety for local residents. This caretaker dwelling will further the vision of Provo City by ensuring a clean, well-monitored and safe environment.

## **ATTACHMENT 4 – APPLICANT JUSTIFICATION STATEMENT**

The proposed caretaker dwelling will have a negligible impact on city infrastructure and services while providing significant improvements to neighborhood cleanliness and security.

The unit will function as a residential dwelling for a caretaker who would be responsible for monitoring and maintaining the property. The remainder of the building houses a neurology medical office.

Over the past several years the property has experienced:

- Human waste in the patient parking lot
- Individuals camping behind the building
- Garbage accumulation
- Drug paraphernalia left on the premises
- Unauthorized individuals entering the property


These conditions create sanitary and safety concerns particularly given the vulnerable nature of patients in the clinic. Having an on-site caretaker would allow for:

- Immediate monitoring of suspicious activity
- Faster response to trespassing
- Rapid resolution of sanitation hazards
- Improved coordination with local law enforcement when necessary
- Regular inspection of the property exterior

From an infrastructure standpoint

- No meaningful increase in traffic is expected
- Parking will be accommodated with existing on-site parking
- No additional utility infrastructure is required.

Overall proposal would improve neighborhood safety, cleanliness, and property value without any burdens on city services.



**PROHIBITING**

# **VIRTUAL CURRENCY KIOSKS**

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26 May 2026



# CRYPTOCURRENCY ATMS

**Virtual currency kiosks, often called bitcoin or crypto ATMs, allow the user to pay cash for cryptocurrency or sell cryptocurrency for cash**

**The kiosks are a viable and secure way for users to access their crypto wallets and complete transactions.**

**Cryptocurrency ATMs offer anonymous, hard to trace and often nonrefundable ways for scammers to defraud victims**



# CRYPTOCURRENCY ATMS & PROVO, UT

~6 virtual currency kiosks in Provo located in gas stations, Towne Center Mall, various small shops

Utah ranked 26<sup>th</sup> in the nation for cryptocurrency related scam complaints in 2025 and it ranked 24<sup>th</sup> in losses to victims at \$107.5 million

“Time pressure” significantly impacts the viability of financial, technology-based scams

Increased urgency & rushed deadlines = scam targets more likely to fall victim

Crimes Reported in Provo City & Recorded with a "Fraud" Tag  
January 1, 2023- May 4, 2026

Incident Type	Year				Grand Total
	2023	2024	2025	2026	
Agency Assist				1	1
Assault With A Knife			1		1
Assault-No Weapon-Agg Injury		1			1
Assault-Simple		1			1
Bad Check	5	5	10		20
Bribery				1	1
Citizen Assist	2		1	2	5
Computer Crimes				1	1
Credit Card	20	25	40	4	89
Criminal Mischief	1				1
CS-Poss-Marijuana				1	1
CS-Poss-Synthetic		1			1
CS-Sale-Manuf-Marijuana	1				1
Driving Under Influence	1	1	2		4
Embezzlement			1		1
Endangered Adult Abuse			1		1
Extortion	13	11	10	3	37
Forgery	33	38	34	10	115
Fraud	198	217	216	75	707
Crypto-Related Fraud	1				1
Fraud-Attempted	90	92	82	30	294
Gone on arrival		1			1
Harassment			1		1
Information		1			1
Keep the Peace-Civil		1			1
Mental Subject		1			1
Missing Person			1		1
Non-Criminal Civil Complaint				1	1
Obstruct-Impersonate Officer		1			1
Property-Received-Poss-Stolen	6	2	1		9
Property-Recovered Stolen	1				1
Prostitution			1		1
Rape of a Child		1			1
Stalking				1	1
Suspicious		1	1		2
Theft-Identity		1			1
Theft-Property-Deception	1	5			6
Theft-Property-From Motor Vehi		3		1	4
Theft-Property-Other	2				2
Theft-Property-Shoplifting	2		1		3
Theft-Vehicle-Automobile		1	1		2
Traffic Accident-Hit & Run			1		1
<b>Yearly Totals</b>	<b>377</b>	<b>411</b>	<b>406</b>	<b>131</b>	<b>1325</b>

# PROPOSED DEFINITIONS

New section under 9.14 "Miscellaneous Criminal Provisions"

"Virtual Currency" - a digital representation of value that is used as a medium of exchange, a unit of account, or a store of value, but does not have legal tender status as recognized by the United States Government

"Virtual Currency Kiosk" - an electronic terminal or any other similar automated device, located in places of business, or areas generally accessible to the public, which acts as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other Virtual Currency.

Does not include personal technology such as a personal computer, tablet, mobile device, or digital wallet used by an individual for personal, non-commercial purchase, sale, or storage of virtual currency or digital assets

"Virtual Currency Kiosk Operator" - a person or entity that:

- i. Knowingly permits the use or installation of a Virtual Currency Kiosk on property owned, leased or controlled by the person or entity;
- ii. Operates a Virtual Currency Kiosk within the corporate limits of Provo City; or
- iii. Owns a Virtual Currency Kiosk that is either located or operated within the corporate limits of Provo City.

# PROPOSED CODE

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New section under 9.14 "Miscellaneous Criminal Provisions"

It is unlawful for any person or entity to host, allow, operate, permit, locate, or place a Virtual Currency Kiosk within the corporate limits of Provo City.

All Virtual Currency Kiosks existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date.

Failure to remove a Virtual Currency Kiosk within the 60-day period is unlawful with each day of continued violation constituting a separate offense.

This Section may not be construed to regulate, restrict, or prohibit the personal possession, storage, or transfer of Virtual Currency by an individual, provided such activity does not involve the use of a Virtual Currency Kiosk as defined in this Section.

This Section does not apply to transactions conducted via personal computers, mobile devices, or software-based virtual currency wallets that are not part of a Virtual Currency Kiosk located within the City.

# **COUNCIL OPTIONS**

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**Approve or deny the proposed ordinance text amendment**

**Continue item to future Council meeting**

**PROVO MUNICIPAL COUNCIL  
COUNCIL MEETING  
STAFF REPORT**



**Submitter:** MDAYLEY  
**Presenter:** Melia Dayley, Council Policy Analyst  
**Department:** Recorder  
**Meeting Date:** 5/26/2026  
**Requested Duration (Minutes):** 10 minutes  
**CityView or Issue File Number:** 26-027

**SUBJECT:** 7 An ordinance prohibiting virtual currency kiosks within Provo City. (26-027)

**ADMINISTRATIVE RECOMMENDATION:** Seeking Council vote to approve or deny proposed ordinance text amendment.

**ADMINISTRATIVE MEMO:** This is a Council initiated item.

**FISCAL IMPACT:** No anticipated fiscal impact on expense or revenue side.

**COUNCIL STAFF MEMO:**



## Exhibit A

### 9.14.310 Virtual Currency Kiosks – Prohibitions.

#### (1) Definitions

- a. “Virtual Currency” means a digital representation of value that is used as a medium of exchange, a unit of account, or a store of value, but does not have legal tender status as recognized by the United States Government.
  - b. “Virtual Currency Kiosk” means an electronic terminal or any other similar automated device, located in places of business, or areas generally accessible to the public, which acts as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other Virtual Currency. The term "Virtual Currency Kiosk" does not include personal technology such as a personal computer, tablet, mobile device, or digital wallet used by an individual for personal, non-commercial purchase, sale, or storage of virtual currency or digital assets or point-of-sale terminals used by a merchant for the sole purpose of accepting virtual currency as payment for legal goods or services offered by the merchant.
  - c. “Virtual Currency Kiosk Operator” means a person or entity that:
    - i. Knowingly permits the use or installation of a Virtual Currency Kiosk on property owned, leased or controlled by the person or entity;
    - ii. Operates a Virtual Currency Kiosk within the corporate limits of Provo City; or
    - iii. Owns a Virtual Currency Kiosk that is either located or operated within the corporate limits of Provo City.
- (2) It is unlawful for any person or entity to host, allow, operate, permit, locate, or place a Virtual Currency Kiosk within the corporate limits of Provo City.
- (3) All Virtual Currency Kiosks existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date. Failure to remove a Virtual Currency Kiosk within the 60-day period is unlawful with each day of continued violation constituting a separate offense.
- (4) This Section may not be construed to regulate, restrict, or prohibit the personal possession, storage, or transfer of Virtual Currency by an individual, provided such activity does not involve the use of a Virtual Currency Kiosk as defined in this Section. This Section does not apply to transactions conducted via personal computers, mobile devices, or software-based virtual currency wallets that are not part of a Virtual Currency Kiosk located within the City.

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# PROVO CITY MUNICIPAL COUNCIL

Staff Memorandum

Melia Dayley, Policy Analyst

## Virtual Currency Kiosks

May 26, 2026

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Councilors MacKay and Christensen submitted an issue request regarding cryptocurrency ATMs and reviewing a potential ban on their operation within the city.

[Layton City recently passed an ordinance](#) that made it “unlawful to host, allow, operate, permit, locate or place a virtual currency kiosk” within city limits citing its residents having lost \$2 million in fraud schemes since January 2021.

The proposed ordinance, reviewed by Provo Legal’s team, mirrors Layton’s and would make it Class B misdemeanor for anyone to host, allow, operate, permit, locate or place a virtual currency kiosk within Provo. Like other provisions of [Provo criminal code](#), this would be enforced by the Provo police department. The ordinance would not prohibit or regulate individuals using personal technology to engage in cryptocurrency-based selling, buying, and other investments.

### Virtual Currency Kiosks: Background

Virtual currency kiosks, often called bitcoin or crypto ATMs, allow the user to pay cash for cryptocurrency or sell cryptocurrency for cash. The cash component is the main component of the appeal for those dealing in cryptocurrency transactions; using cash to send or receive crypto without having to set up a bank or other financial institution connection. The kiosks are a viable and secure way for users to access their crypto wallets and complete transactions.

The cash-only convenience and security/privacy of the kiosks are also what make them a prime venue for scammers to commit fraud. Cryptocurrency transactions at these cash-only ATMs offer anonymous, hard to trace and often nonrefundable ways for scammers to defraud victims. According to a 2025 FBI report, victims lost \$11.36 billion to cryptocurrency scams with \$389 million of the total coming from ATM transactions.

### Financial Fraud: Crypto Scams & Utah Info

Utah ranked 26<sup>th</sup> in the nation for cryptocurrency related scam complaints in 2025 and it ranked 24<sup>th</sup> in losses to victims at \$107.5 million.

For more info: [2025 FBI Internet Crime Report](#), Cryptocurrency Crimes begin on page 51

In Provo, there are approximately 6 crypto kiosks. You can find [locations here](#).

Research shows that by inducing anxiety and “time pressure,” those committing fraud creates an environment of “cognitive bias and emotional imbalance” in their targeted victims which leads to high susceptibility to fraud.<sup>1</sup> This is especially present in technological financial-based fraud. Increased time from the initial contact with the target of a scam to the time to the transfer of funds from the victim,

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<sup>1</sup> Norris G., Brookes A. (2021). Personality, emotion and individual differences in response to online fraud. Personal. Individ. Differ. 169:109847. doi: 10.1016/j.paid.2020.109847

generally follows a trend of less successful fraud schemes. However, this is not a hard rule (or rather, statistically significant).<sup>2</sup>

If these principles are carried over to the crypto ATMs scenario, it may be possible that an increase in time for an individual to access a virtual currency kiosk could mean lowering the likelihood of the scam they are a target in of being successful. There is no direct evidence of this, however.

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<sup>2</sup> Lyu C, Gao S, Zhang Q. The impact of time pressure and type of fraud on susceptibility to online fraud. *Front Psychol.* 2025 Apr 10;16:1508363. doi: 10.3389/fpsyg.2025.1508363.

**Crimes Reported in Provo City & Recorded with a "Fraud" Tag  
January 1, 2023- May 4, 2026**

Incident Type	Year				Grand Total
	2023	2024	2025	2026	
Agency Assist				1	1
Assault With A Knife			1		1
Assault-No Weapon-Agg Injury		1			1
Assault-Simple		1			1
Bad Check	5	5	10		20
Bribery				1	1
Citizen Assist	2		1	2	5
Computer Crimes				1	1
Credit Card	20	25	40	4	89
Criminal Mischief	1				1
CS-Poss-Marijuana				1	1
CS-Poss-Synthetic		1			1
CS-Sale-Manuf-Marijuana	1				1
Driving Under Influence	1	1	2		4
Embezzlement			1		1
Endangered Adult Abuse			1		1
Extortion	13	11	10	3	37
Forgery	33	38	34	10	115
Fraud	198	217	216	75	707
Crypto-Related Fraud	1				1
Fraud-Attempted	90	92	82	30	294
Gone on arrival		1			1
Harassment			1		1
Information		1			1
Keep the Peace-Civil		1			1
Mental Subject		1			1
Missing Person			1		1
Non-Criminal Civil Complaint				1	1
Obstruct-Impersonate Officer		1			1
Property-Received-Poss-Stolen	6	2	1		9
Property-Recovered Stolen	1				1
Prostitution			1		1
Rape of a Child		1			1
Stalking				1	1
Suspicious		1	1		2
Theft-Identity		1			1
Theft-Property-Deception	1	5			6
Theft-Property-From Motor Vehi		3		1	4
Theft-Property-Other	2				2
Theft-Property-Shoplifting	2		1		3
Theft-Vehicle-Automobile		1	1		2
Traffic Accident-Hit & Run			1		1
<b>Yearly Totals</b>	<b>377</b>	<b>411</b>	<b>406</b>	<b>131</b>	<b>1325</b>