



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Agenda

5:30 PM, Tuesday, August 16, 2016

Room 200, Municipal Council Chambers

351 West Center

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

Invocation and Pledge

Approval of Minutes

- July 19, 2016 Council Meeting Minutes
- August 2, 2016 Council Minutes

Presentations, Proclamations and Awards

1. The Good Citizen Award, presented by the Provo Police Department
2. Employee of the Month for July 2016, presented to Chris Cooper, Human Resources
3. A presentation by the Covey Center - ImprovBroadway

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.

Council Items and Reports

4. Introduction of Jonathan Crosland, recommended appointee to the Board of Adjustments. (16-101)

Mayor's Items and Reports

5. A resolution consenting to the appointment of individuals to various boards and commissions (16-101)
6. A resolution authorizing a perpetual license agreement for right-of-way access related to Lakeview Parkway. (16-096)
7. An ordinance amending the Wastewater Fees on the Provo City Consolidated Fee Schedule. (16-097)
8. A resolution approving the Interlocal Agreement between Provo City and Utah County regarding the use of "Part 19 Tax Revenues." (16-096)
9. A resolution approving an Impact Fee Funding Agreement with the Redevelopment of Provo City authorizing the use of tax increment in the South Downtown Community Development Project Area. (16-099)
10. A resolution approving an Interlocal Agreement with the Redevelopment Agency of Provo City authorizing the use of tax increment in the Aviation Services Community Development Project Area. (16-094)

Redevelopment Agency of Provo

11. A resolution approving Interlocal Agreements with Provo City, Provo School District, Utah County, and the Central Utah Water Conservancy District, respectively, authorizing the collection of tax increment to facilitate the Aviation Services Community Development Project Area. (16-095)
12. A resolution of the Governing Board of the Redevelopment Agency of Provo City approving an Impact Fee Funding Agreement with Provo City authorizing the use of tax increment in the South Downtown Community Development Project Area. (16-098)

Policy Items Referred from the Planning Commission

13. An ordinance amending the Zone Map Classification of real property generally located at 965 South 1600 West from Agricultural (A1.1) to Single-Family Residential (R1.8). sunset Neighborhood. (15-0014R)
14. An ordinance amending Provo City Code to reduce the minimum story height in the General Downtown Zone and change the application of the Transitional Development Standards. Timp Neighborhood. (16-0017OA)
15. An ordinance amending Provo City Code to change the maximum front yard setback in the SDP-5 Zone. North Lakeview Neighborhood. (16-0014OA)
16. An ordinance amending Provo City Code to modify yard definitions and the requirements for

minimum lot widths and require yards for corner lots. (16-0008OA)

If you have a comment regarding items on the agenda, please email or write to Council Members. Their contact information is listed on the Provo website at:

<http://provo.org/government/city-council/meet-the-council>

Adjournment

Materials and Agenda: <http://publicdocuments.provo.org/sirepub/meet.aspx>

Council Blog: <http://provocitycouncil.blogspot.com/>

The next scheduled Regular Council Meeting will be held on 09/06/2016 at 5:30 PM in the Council Chambers, 351 West Center Street, Provo, unless otherwise noticed. The Work Session meeting start times is to be determined and will be noticed at least 24 hours prior to the meeting time, but typically begins between 1:00 and 4:00pm.

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

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aides and services) during this meeting are invited to notify the Provo Council Office at 351 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email ljorgensen@provo.utah.gov at least three working days prior to the meeting. The meeting room in Provo City Center is fully accessible via the south parking garage access to the elevator. The Council Meeting is also broadcast live Provo Channel 17 at <https://www.youtube.com/user/ProvoChannel17>. For access to past Work and Council Meetings, go to playlists on <https://www.youtube.com/user/ProvoChannel17>.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at council.provo.gov. Council Meeting agendas are available through the Utah Public Meeting Notice website at pmn.utah.gov. Email subscriptions to the Utah Public Meeting Notice are available through their website.

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.

Network for public access is "Provo Guest", password "provoguest".



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Minutes

5:30 PM, Tuesday, July 19, 2016

Room 200, Municipal Council Chambers
351 West Center

1 **Opening Ceremony**

2

3 **Roll Call**

4

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

Council Member Kim Santiago
Council Member Vernon K. Van Buren
Council Member David Harding
Council Member George Stewart
Mayor John R. Curtis
Council Executive Director Clifford Strachan

Council Member David Sewell
Council Member Gary Winterton
Council Member David Knecht
CAO Wayne Parker
Council Attorney Brian Jones

Conducting: Council Chair Kim Santiago

5

Invocation and Pledge – Ryan Harvey, Provo Council Policy Analyst

6

Approval of Minutes – July 5, 2016

7

Motion: Council Member David Harding moved to approve the minutes of July 5, 2016. The motion was seconded by Council Member Gary Winterton.

8

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

9

Presentations, Proclamations and Awards

10

1. Employee of the Month for the month of June - Tony Fieldsted, Energy

11

Travis Ball, Energy (Power) Department Director, presented the June 2016 Employee of the Month Award to Tony Fieldsted, Power Systems Electrical Maintenance Supervisor. Mr. Fieldsted had been with Provo City for four years. Before coming to Provo he worked for 30 years with Springville Power. Mr. Fieldsted was a superb manager and a well-respected substation technician. He had four daughters and three grandchildren. He and his wife Kaylene enjoyed spending time with family at Lake Powell, prospecting, treasure hunting, and building houses.

12

2. **A presentation by the Covey Center – OLIVER!**

19

20 Paul Duerden, Covey Center for the Arts Manager, announced the show *Oliver!* would be
21 playing at the Covey Center July 22, 2016 through August 8, 2016. A scene from the play was
22 shared with the council.

23

24 Jeff Snyder, with Alpine Community Theatre, and Grace Thomas, with Community Action,
25 announced they would be co-sponsoring a campaign to raise funds for a Support the Arts and
26 Feed the Children campaign. For every ticket sold for the play, one dollar would be donated to
27 Community Action to help feed children in need.

28

Public Comment

29

30 Eric House, Provo, thanked the council for taking action with the proposed swine ordinance to be
31 discussed later on the agenda. However, he felt it did not go far enough and asked the council to
32 address stocking rates and feed lots to prevent decimating the land.

33

34 There were no more public comments.

35

Mayor's Items and Reports

36

3. **A public hearing on Resolution 2016-31 authorizing submission of a final Urban Deer Control Plan, authorizing implementation of the plan, and appropriating funds for the first year of the plan. (15-076)**

37

38 Bryce Mumford, Council Policy Analyst, presented. Two years ago Provo City began looking
39 into creating an Urban Deer Control Plan to address concerns about public safety, vehicle, and
40 property damage caused by deer living in the city limits. Between January 2013 and June 2015
41 the police received more than 500 calls for deer related incidents. Deer related vehicle damage
42 was estimated at \$450,000 annually and property damage more than \$300,000 annually.
43 On June 2, 2015 the council adopted Ordinance 2015-23 making it illegal to feed wild deer, elk,
44 moose, or turkey within city limits and on July 7, 2015 the council approved Resolution 2015-37
45 requesting a Certificate of Registration (COR) from the Division of Wildlife Resources (DWR).
46 Approval of a COR was required in order to submit a deer control plan for approval and
47 implementation. The following plans could be used to control the deer:

48

49 Lethal - \$21,900 per year

50

- Consisted of archers posted in secluded locations within the city boundaries.
- Food (venison) donated to families in need.
- City required to pay to have venison tested, processed, and packaged.
- Approved COR authorized Provo City to thin the deer population by up to 300 deer during a three year period.
- Assuming program removes 100 deer; cost/deer was \$219.
- Program would run from August 1 to December 31 each year for three years.

57

58 Non-Lethal (Relocation) - \$17,500 per year

59

- Focus of the program was to trap and relocate the deer to a different location.
- Preliminary estimates were to relocate approximately 70 deer/year.

60

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- 61 • Survival rate of relocated urban deer was approximately 50 percent. Studies show this
62 matched the survival rate of relocated wild deer.
- 63 • If the city elected this option, details to be worked out with the DWR to move deer at no
64 cost to the city.
- 65 • Assuming the removal of 70 deer; cost/deer is \$250.
- 66 • Program would run from December 1 through February 28 each year for three years.

67

68 Combination of Lethal and Non-Lethal - \$39,400 per year.

- 69 • Method based on residential safety concerns and preferences.
- 70 • Programs would overlap during month of December each year.

71

72 On July 12, 2016 an open house was held where 118 out of 134 residents voted to have some
73 type of deer control program. Five were undecided and 11 were against any type of control.

74

75 In response to a question from Mr. Harding, Mr. Mumford reported other cities have allowed
76 citizens to claim and process the deer. This would reduce the lethal costs by \$85 per deer.

77

78 Channing Howard, DWR, had run the urban deer program for Bountiful for the past three years.
79 She said the updated number for non-lethal was \$200 per deer because the DWR would be
80 providing some of the services and equipment. The DWR would lend about 15 traps to Provo
81 the first year. If other cities signed up for the non-lethal program the number of traps might be
82 reduced. The cost for the non-lethal would be reviewed each year and updated, if necessary.
83 She felt that both options should be kept open. There were some residential areas where the
84 archery program was not as safe. After the initial three year period there would still be yearly
85 maintenance required to keep the herds down.

86

87 Ms. Howard stated the city was authorized to take a total of 300 deer during the three year period
88 for the lethal option. The non-lethal option did not set a limit on the number of deer relocated.
89 By blending the two programs together the city could make a bigger impact on the deer
90 population in the city. The average number of deer trapped each day was four to six. Bad
91 weather made a bigger impact on the non-lethal method because more deer would move down
92 from the mountains during the winter.

93

94 Mr. Mumford stated part of the cost of the lethal program was the \$10,000 per contract for the
95 archers. That cost would be the same whether they took 100 deer or 70 deer each year. With the
96 updated numbers from DWR, Mr. Mumford said the non-lethal program would cost \$14,000 and
97 the two programs together would come to \$35,900 for the first year. If the city did not process
98 the meat the total would be reduced to \$27,400.

99

100 Mr. Harding noted that the non-lethal was cheaper at an estimated \$200 per deer. However, if
101 the city chose the lethal method but allowed residents to take the meat the cost per deer would be
102 reduced by \$85 down to \$134 per deer.

103

104 Mr. Knecht liked using the lethal method as a first option, using the non-lethal method for those
105 areas where lethal was not practical, and then having the residents sign up to take and process the
106 deer themselves. The city would process the meat if there were no residents willing to take the
107 deer.

108

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109 Mayor Curtis noted that the \$35,900 estimate was for the maximum taken in both programs.
110 After the first year of the program we could look at the results from each option and make any
111 necessary adjustments to the program. It would also give us a better idea of the cost of each
112 option.

113
114 Chair Santiago invited public comment.

115
116 Barbara Cox, Provo, stated that the majority of people attending the open house on July 12th did
117 not like the deer and did not want anything to do with them. However, there were many in her
118 neighborhood that liked the deer and did not want them killed. The city should offer both
119 programs and allow the residents to choose which option they would like in their neighborhoods.
120 She thought that the deer would have to be tested even if the residents took the deer so that
121 would increase the cost to the resident to keep the meat.

122
123 Pam Jones, Provo, said the survey taken at the open house on July 12 was confusing. It wasn't
124 until the end of the meeting that people were asked which option (lethal, non-lethal, or
125 combined) they would like. She suggested selling the deer to people that wanted the meat. This
126 would allow the city to save money on the program.

127
128 Barbara Carter, Edgemont, wanted to know if people could request that traps be put in their
129 neighborhood. Or, residents could purchase their own traps, put them up in their yards, and call
130 the DWR to collect the deer when caught.

131
132 Matt Clark, Provo, said the biggest problem with the program was the data given to them by Mr.
133 Cook with Humphries Archery and probable contractor for the lethal option. He felt the animal
134 count of 500 urban deer was incorrect because the count had been taken from January 1 to March
135 1. That was when a lot of migrating deer came down from the mountains. Mr. Clark said that
136 most accidents with deer occurred in the winter with migrating deer. He was a supporter of the
137 urban deer program but suggested that the dates of legal and non-lethal options be restricted to
138 August 1 to October 31.

139
140 Norma Mitchell, 2400 N. Canyon Road, said that she has had deer on her property for as long as
141 she can remember. We all moved into the deer's area. She was against both programs.

142
143 Eugene Friedman, Indian Hills, had a herd of deer on his 5.5 acres. He had spent more than
144 \$20,000 fencing in his property which, ultimately, turned into a corral for the deer. They have
145 had several fawns die on their property because the mother had been killed by automobiles. It
146 was a serious problem. He, along with most of his neighbors, was in favor of harvesting the
147 deer.

148
149 Kurt Wood, Davis County, stated he was representing an organization called Sportsmen for Fish
150 and Wildlife (SFW). He said there was a possibility of getting a matching grant with the
151 conservation permit to be used to help relocate deer. He had been involved in the Davis County
152 relocation program and said it had been very successful. Deer herds were struggling across the
153 state and this was an opportunity to take deer that were a problem and move them to other parts
154 of the state. There were a number of ways to help offset the cost of relocation including funds
155 from the Mule Deer Foundation and SFW. The DWR has a dedicated hunter program where
156 hunters could work off their hours producing traps.

157
158 Sharon Memmott, Edgemont Neighborhood Vice-Chair, said that the straw poll of the residents
159 taken at the end of the open house on the 12th supported a combined program. The non-lethal
160 only was not realistic and the lethal only would not work in some areas because of the population
161 density. Personally, she supported the non-lethal option and was told by the DWR that the
162 survival rate was getting better for the relocated deer. One option to help pay for the program
163 would be for insurance agencies to donate part of the funding. With fewer deer, their insurance
164 claims related to deer accidents would go down considerably. As for the use of the meat, some
165 residents in her neighborhood would prefer the meat go to help those in need. They just wanted
166 to make sure that the meat would not go to waste.

167
168 Ruth Winterton, Indian Hills, was impressed with the non-lethal method and felt it could work
169 over time. Part of the charm of her area was seeing the deer but she knew it was a problem. She
170 appreciated the suggestion of having people in each neighborhood decide which option would
171 work best for them.

172
173 Claire Friedman, Provo, said when they first moved to Provo the deer would come down in the
174 winter but in the summer they would go back into the mountain. Now, they have at least five
175 deer on the property all the time and they were totally domesticated. They did not go back into
176 the mountains during the summer. Just that morning they had a huge buck eating the fruit off
177 their apple tree. It was a terrible problem in their area.

178
179 Steve Gleason, Pleasant View Neighborhood, said they had about 12 deer living in his yard and
180 they were completely domesticated. They had family over for the 4th of July celebration and two
181 bucks went charging through their yard. A baby deer got caught in their volleyball net and the
182 mother stood by while his wife rescued the baby from the net. Some neighbors even have to
183 barricade the deer from going into their homes. He supported a lethal program but felt that 100
184 deer per year would not be enough. Also, the deer trapped during the winter would not all be
185 urban deer.

186
187 There were no more public comments.

188
189 For the purpose of council discussion Mr. Stewart made the following motion.

190
Motion: Council Member George Stewart made a motion to authorize
submission of a final Urban Deer Control plan authorizing
implementation of both a lethal and non-lethal plan and appropriating
\$35,000 from the General Fund balance for Fiscal Year 2016-2017.
The motion was seconded by Council Member David Knecht.

191
192 Mr. Stewart said that the council needed to appropriate enough funds to get the job done for the
193 first year of the program. They did not have enough information to determine which plan would
194 work best and he trusted the administration to develop a plan that would use either option or both
195 options. He recommended deleting the reference to a contract with Humphrey Archery and
196 allowing the administration to find the best option for the lethal method. At the end of the year
197 they could evaluate the results and have better data to determine the best plan for the next year.
198

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199 Mr. Sewell said they could save up to \$10,000 by going with a non-lethal option if they could get
200 the capacity to trap more deer. He asked Mr. Wood, with SFW, about his experience with Davis
201 County. Mr. Wood said the non-lethal program worked best in the winter because the source of
202 food was limited. In Bountiful they would trap two to three days per week and be able to cull the
203 deer out in a short amount of time. They could arrange to have more traps made through various
204 conservation and sportsman’s groups, such as the dedicated hunter program. These groups were
205 interested because, even with a 50 percent survival rate, it meant that half the deer would
206 multiply and make better habitats in the wild. He felt that 70 per year was a conservative
207 estimate.

208
209 Ms. Howard agreed that the estimate of 70 per year was a function of the number of traps. With
210 additional traps they would capture more deer. The DWR would be able to get volunteers to
211 help with the program. In response to a question asked during public comment, Ms. Howard
212 said that residents could not trap deer on their own. If they wanted to purchase or make traps
213 they could be used as part of the DWR relocation program but they could not trap them on their
214 own. They would need to work through the city or through DWR.

215
216 In response to a question from Mr. Harding, Ms. Howard stated they could not always
217 differentiate between urban deer and wild deer when they trap in the winter. The DWR was
218 considering trapping during the fall to see if they could concentrate on the urban deer. However,
219 in Bountiful many of the properties they trapped on had deer year round. If the deer were not
220 afraid of them, based on their behavior, they were able to determine they were urban deer.

221
222 Mr. Harding said the issue was a little muddier than he anticipated. For instance, how did the
223 traffic accidents fluctuate between summer and winter? Even if they trapped a lot of the urban
224 deer, the mountain deer would come down in the winter and there could still be a lot of
225 accidents. It might be good to look at the data to try and determine how much damage was
226 caused by the urban deer and how much was caused by the mountain deer. Since this was a
227 multi-year plan, perhaps they could try the non-lethal method the first year and see what impact
228 it had before implementing a lethal option.

229
230 Mr. Knecht agreed they had more than one problem at the same time with the urban deer and the
231 migrating deer. He felt the current time frame, December through March, would focus on the
232 migratory deer. He would rather do both options and address both problems at the same time.
233 The administration could figure it out, work with all the groups interested in this problem, and
234 come back with progress reports. After the first year of doing both they would have a good feel
235 for what they should do the next year.

236
237 Mr. Winterton agreed they have a deer problem and felt they could trust the administration to
238 develop the best program to address the problems.

239
240 Mr. Van Buren said the cost of processing the deer so that it could be used was probably more
241 expensive than going to the grocery store and purchasing prepared meat. He did not know if
242 there would be a lot of people asking for the deer meat. He did not think giving the meat away
243 would be as big a cost savings as anticipated.

244
245 Mr. Jones noted that the resolution shown on the screen authorized submittal of an Urban Deer
246 Control Plan using both lethal and non-lethal options. It also authorized the mayor to enter into a

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247 contract with Humphries Archery for the lethal removal of deer, and appropriated a given
248 amount of money for the first year of the plan. He explained that Mr. Stewart’s motion would
249 make the following amendments to the resolution.

- 250 • Change the appropriation on line 73 to \$35,000 for the first year.
- 251 • Change the dollar amount on line 50 to \$21,000
- 252 • Change the dollar amount on line 53 to \$14,000
- 253 • Change the dates on line 74 to FY 2016-2017 and delete the rest of the date information
254 (August 1, 2016 through December 31, 2016).
- 255 • Strike the language in Paragraph II referencing an agreement between Provo City and
256 Humphries Archery.

257
258 Mayor Curtis said the proposed amendments would give the administration the best flexibility to
259 move into a program with a lot of unknowns, which was much appreciated. The administration
260 would have more information after the first year of the program. As for the contract with
261 Humphries Archery, Mayor Curtis said there were very few options available for contracting the
262 lethal method. He did not have a problem with leaving the Humphries contract in because the
263 resolution did not state the administration was required to execute an agreement with Humphries.

264
265 Chair Santiago reported there were a large number of residents at the public meeting held on July
266 12th at Timpview High School. During the meeting a straw poll was taken and the majority of
267 residents stood up for harvesting or for a combination of harvesting and relocating. Two
268 residents supported relocation only and a dozen stood up opposed to the whole program. She
269 understood that those living with the problem had stronger opinions about what should be done.
270 They could not use the quiet enjoyment of their property because of the deer. She had
271 experienced firsthand some of the problems associated with the deer. There have even been
272 reports of cougar sightings, including one in her back yard. She understood that relocating did
273 not take care of the problem and could actually be more expensive than indicated.

274
275 She was concerned about removing references to Humphries Archery from the resolution. There
276 were very few examples of cities that had implemented a deer control plan. She invited Brian
277 Cook, with Humphries Archery, to comment about the lethal option.

278
279 Mr. Cook said they too a large number of deer out of Highland City during their three year
280 program. Provo City had a real deer problem. There was already a lethal removal program due
281 to deer hit by cars. He agreed with the city keeping their options open and considering both
282 lethal and non-lethal plans. The problem with the non-lethal plan was the city would be relying
283 on volunteers to help with the program. In a meeting earlier in the day he was told that the DWR
284 was having a hard time getting enough volunteers.

285
286 In response to a question from Mr. Harding, Mr. Cook said that the first year Highland planned
287 to donate all the meat to the needy. The meat (52,000 pounds of ground venison) was sent to the
288 FDA for processing and never made it to the food banks so the city and the state were not
289 charged. The next year Highland City donated the animals to residents that wanted them. The
290 DWR required all meat to be used, either donated to the needy or given to the residents. They
291 could not be sold to citizens.

292
293 Mr. Cook said the \$10,000 contract would pay for cameras, 24-hour surveillance, feeders,
294 ground lines, and all the specialists’ equipment. All arrows used by the specialists had their cell

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295 phone number, hunter identification number, and a specific number issued by the company. This
296 protected the specialists if there was a problem somewhere in the city. The city would pay for
297 the monthly service on the cameras, the deer bait, and any processing fees if donating the meat to
298 a food bank. The specialists were volunteers and he did not make any money from the program.
299

300 In response to a question from Mr. Knecht, Mr. Stewart replied that the reason he took out
301 references to Humphries Archery from the plan was because they did not know exactly which
302 plan would be submitted. He just wanted to give the administration the ability to submit the best
303 plan they could.
304

305 Chair Santiago noted it was the administration that approached Mr. Cook initially because he
306 was the specialist we knew about that could help with a lethal program. Mayor Curtis said that
307 Mr. Cook did this for the love of nature, animals, and for quality of life issues. He would make a
308 great partner moving forward.
309

310 Mr. Jones said that Paragraph II could not be stricken completely from the resolution. We could
311 strike the language concerning Humphries Archery but we needed to leave in the language that
312 stated the city must submit a plan to DWR for approval.
313

314 Mr. Sewell reported that the majority of his constituents wanted something to be done. At the
315 time the lethal method was the only plan considered. He was surprised that the non-lethal
316 method only was considerably less expensive. The only real drawback was capacity. There
317 were two other segments (a minority) that would prefer not to do anything at all. Another
318 segment was concerned with using the lethal method and having deer run up to 100 yards before
319 they fall over on someone's lawn. He proposed a substitute amendment to the resolution.
320

Motion: Council Member David Sewell made a motion for a substitute amendment to try using the non-lethal method for one year. They should appropriate up to \$20,000 for FY 2016-2017 to be used for a non-lethal program. The motion was seconded by Council Member David Harding.

321
322 Ms. Howard confirmed there was no limit to the number of deer that could be trapped with the
323 non-lethal method. She emphasized the time frames were different for the two plans and
324 encouraged the council to consider a plan using both options. The deer population was high in
325 Provo so a non-lethal only might not make a difference.
326

327 Mr. Harding felt it was wise to leave the flexibility open for the administration. On the flip side,
328 we have had the problem for decades. If we only do the non-lethal and it did not make a
329 difference we could add the lethal component in next year. We might solve the problem with
330 non-lethal only.
331

332 Mr. Stewart said his constituents did not think they had one more year. They wanted something
333 done this year.
334

335 Mr. Sewell did not view this approach as putting it off for a year. If the department was not
336 confident they could trap above 70 the plan would not do enough. His motion was based on the

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337 assertion that there were groups willing to help and provide more traps so the city could get
338 above the 100 number.

339
340 Chair Santiago said they were hearing from the DWR that it was not adequate to just trap, even
341 for the first year. She preferred leaving both options open because there was a need to take care
342 of the problem, something she lived with every day. For public safety and humane issues she
343 would rather have a specialist that had proven they have been able to do this well in another city.
344 They had not lost any arrows or deer, and they cleaned up so the resident’s did not have to. The
345 non-lethal method might not take as many deer as they hoped which would not reduce the public
346 safety concerns. Deer accidents caused about \$3,000 damage per incident but she did not think it
347 included injuries to occupants of the vehicle. She preferred to leave Humphries in the resolution
348 since the administration had reached out to them. She liked knowing that the meat would be
349 used and, if the city had to pay more to have it packaged and FDA approve, she was fine with
350 that.

351
352 Chair Santiago called for a vote on Mr. Sewell’s motion for a substitute amendment.
353

Roll Call Vote: The motion failed 1:5 with Council Member Sewell in favor and
Council Members Knecht, Santiago, Stewart, Van Buren, and Winterton
opposed. Council Member Harding abstained.

354
355 In response to a question from Mr. Winterton, Mr. Stewart clarified his motion was to
356 appropriate *up to* \$35,000 for FY 2016-2017.

357
358 Mr. Jones said that the motion would put the full \$35,000 in the budget so the words “up to”
359 were not necessary. The administration would not have to spend it all and the balance would be
360 handled the same as other excess budgets if it was not spent. The balance could be carried over
361 to the next year.

362
363 Mr. Knecht withdrew his second of Mr. Stewart’s motion. He would prefer that they specify
364 Humphries Archery in the resolution.

365
366 Mr. Winterton seconded Mr. Stewart’s motion to authorize submission of a final Urban Deer
367 Control plan authorizing implementation of a lethal and non-lethal plan and appropriating up to
368 \$35,000 from the General Fund balance for the first year of the plan. The motion was seconded
369 by Council Member David Knecht.

370
371 Mr. Harding made the following substitute amendment to Mr. Stewart’s motion.
372

Motion: Council Member David Harding made a substitute motion to reduce the
amount of the appropriation to \$30,000 for FY 2016-2017. The motion
was seconded by Council Member David Sewell.

373
374 Mr. Harding said his substitute motion was based on the city not processing the meat but it did
375 not restrict the city from processing the meat. There would be families in the community that
376 would be willing to process the meat for themselves. It would be the fiscally responsible thing to
377 do for our citizens. If we wanted to make a difference with the hungry, our money would be

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378 better spent donating funds to Community Action. Mr. Harding said there had been more than
379 enough people in Highland that were willing to take the deer.

380
381 Mr. Stewart pointed out that in his motion the city was not required to use any funds for
382 processing meat. The more funds appropriated, the more deer they could get.

383
384 Mr. Sewell said he did not have a good feel for how many people would want to take the deer so
385 that the city could see those savings. He leaned towards the higher amount to make sure they
386 could get as many deer as possible.

387
388 Chair Santiago called for a vote on Mr. Harding’s substitute motion to amend the amount to
389 \$30,000.

390
Roll Call Vote: The motion failed 3:4 with Council Members Harding, Knecht, and
Santiago in favor and Council Members Sewell, Stewart, Van Buren,
and Winterton in opposed.

391
392 Mr. Jones stated that the motion still on the table was not to approve the resolution but to make
393 the following changes to the resolution (as shown on the screen). The changes included:

- 394
 - Appropriate up to \$35,000 for deer removal services;
 - Change the dates to include Fiscal Year 2016-2017; and
 - Strike the references to a contract with Humphries Archery.

397
398 Mayor Curtis stated that as soon a resolution was approved (in any form) the city would
399 immediately contact Mr. Cook and get him under contract. At the same time, they would take
400 the temperature of the neighborhoods, find situations where the lethal option may or may not be
401 the best approach, and work to find a different plan in those neighborhoods. They would
402 incorporate the non-lethal methods into the plan.

403
404 Mr. Van Buren made the following substitute amendment to Mr. Stewart’s motion.

405
Motion: Council Member Vernon K. Van Buren made a substitute motion to
amend the resolution to include appropriating \$35,000 during FY 2016-
2017 but to leave in the references to authorizing the Mayor to execute
an agreement with Humphries Archery. The motion was seconded by
Council Member David Sewell.

406
Roll Call Vote: The motion passed 6:1 with Council Members Knecht, Santiago, Sewell,
Stewart, Van Buren, and Winterton in favor and Council Member
Harding opposed.

407
408 Mr. Jones said it would now be appropriate to make a motion approving the resolution.

409
Motion: Council Member Vernon K. Van Buren moved to approve **Resolution
2016-31** as currently amended. The motion was seconded by Council
Member David Harding.

410
Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht,

Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

411

4. A discussion on Resolution 2016-32 ratifying a letter of commitment to Duncan Aviation for the installation and construction of certain utilities and infrastructure at the Provo Municipal Airport. (16-085)

412

413 Wayne Parker, Provo City CAO, presented. The administration had been working on a plan to
414 ensure that the infrastructure, relative to the Duncan Aviation expansion, could be achieved.

415 Two weeks ago the council was asked for permission to allow Mayor Curtis to represent that the
416 city would cover the infrastructure costs. In order to meet the deadline, Mayor Curtis had

417 already submitted the letter to the State Incentives Board confirming that intent. The proposed
418 resolution asked the council to ratify that action.

419

420 Bill Prochazka, Duncan Aviation, was invited to comment. He thanked the city for honoring
421 commitments they had made with Duncan Aviation back in 2007. The industry went through
422 some difficult times in 2008 and Duncan Aviation was able to survive. They started a small
423 operation in Provo at that time and now they were ready to move forward.

424

Motion: Council Member David Sewell moved to approve **Resolution 2016**
ratifying a letter of commitment to Duncan Aviation for the installation
and construction of certain utilities and infrastructure at the Provo
Municipal Airport. The motion was seconded by Council Member
Vernon K. Van Buren.

425

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht,
Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

426

5. A discussion on Resolution 2016-33 adopting: (1) A Sewer System Management Plan, (2) A System Evaluation and Capacity Assurance Plan, and (3) The Municipal Wastewater Planning Program Self-assessment Report for Provo 2015. (16-090)

427

428 Rebecca Andrus, Public Works Engineer, presented. As part of Provo’s Sanitary Sewer
429 Management Program, the associated documents were required to be submitted to the state. The
430 Utah Sanitary Sewer Management Program was initiated by the Water Quality Board in order to
431 develop programs for the prevention, control, and abatement of new and existing pollutions to
432 waters in the state. A discharge permit was required as part of the program. The goal was to
433 prevent sanitary overflows from the wastewater collection system. The general permit was
434 required for all public sanitary sewer collection systems. Two guiding documents, a Sewer
435 System Management Plan (SSMP) and a System Evaluation and Capacity Assurance plan
436 (SECAP), required review and approval by the council. An annual Municipal Wastewater
437 Planning Program Self-assessment Report was also required. The report should be reviewed and
438 approved by the council also.

439

440 Ms. Andrus reported that all documents would be available to the public on the city’s website.

441

442 The SSMP provided a plan to properly manage, operate, and maintain all parts of the sewer
443 collection system to reduce and prevent sanitary sewer overflows. From 2004 to 2008 there were
444 five to ten overflow situations during the year. For the past few years it has been closer to one to

445 two overflows per year. The crews were very efficient and taking care of the system by cleaning
446 and maintaining our sewer lift station, making sure the pipes were in good working order, and
447 cleaning manholes.

448
449 The SECAP was required for all public sewer systems with more than 2,000 connections. It was
450 a forward looking document that would be used to plan and schedule system repairs,
451 improvements, and capital improvement projects to ensure capacity and minimize overflows.
452 The capital improvement budget would be updated each year as they evaluate the system.

453
454 The last document, a self-assessment report, was required reporting under the Utah Sewer
455 Sanitation Management Program. Completing the forms gave Provo additional points on a
456 priority list used to allocate wastewater grant and loan programs. The operators completing the
457 forms also receive continuing education units.

458
459 Responding to a question from Mr. Knecht, Ms. Andrus said that in the event of a sewer backup
460 the city sends crews out to evaluate the situation. If the problem was with the lateral it was the
461 resident’s responsibility. With a main line problem the city would take care of the problem by
462 helping with cleanup, restoration, and repairs. Mr. Jones noted that the city was not always
463 technically and legally liable for backups in the main line. However, it had been the long
464 standing policy for the city to take care of backups that happened in the main line because of the
465 impact on the citizens.

466
467 In response to a question from Chair Santiago, Ms. Andrus said that, as part of the program, they
468 would look at and evaluate the system each year to determine projects that need to be identified
469 and budgeted in the five-year and ten-year CIP budgets.

470
471 Ms. Andrus said they had a 20 year master plan, last revised in 2013, to try to plan for future
472 growth. However, there were always changes, such as building a high school on the west side
473 of town, which required updates to the plan to coincide with the actual growth. They have been
474 studying the overall master plan for the sewer treatment facility and whether it made sense to
475 continue in its current location or to move it. There were issues to address when the city was
476 pumping so much, especially in the event of an emergency or if the power was out for an
477 extended period of time. The current lift stations they were designing for the west side (for
478 Broadview Shores and Duncan Aviation) had back-up generators integrated into the system.

479
Motion: Council Member Gary Winterton moved to approve **Resolution 2016-33** adopting the sewer system management plan. The motion was seconded by Council Member George Stewart.

480
Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

481
482 Recess Municipal Council and convene as Redevelopment Agency

483
Motion: Council Member David Sewell moved to recess as the Municipal Council and convene as the Redevelopment Agency at 8:26 p.m. The motion was seconded by Council Member Gary Winterton.

484

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

485

Redevelopment Agency of Provo

486

6. A discussion on Resolution 2016-RDA-07-19-1 authorizing the preparation of a draft Parkway Plaza Redevelopment Community Reinvestment Project Plan Area. (16-087)

487

488 David Walter, Redevelopment Agency Director, presented. The proposed resolution would
489 create a Parkway Plaza Redevelopment Community Reinvestment Project Area for the Plumtree
490 Plaza area. Plumtree Plaza was recently purchased by Westport Capital out of Southern
491 California. They would be making significant investments into the center including demolishing
492 most of the buildings. They were asking for tax increment financing to help install the necessary
493 infrastructure and help construct parking structures to accommodate the office projects. If
494 approved, this resolution would be the kick-off for creating the Community Reinvestment
495 Project Area Plan. The plan would come back to the agency board for approval after the
496 appropriate noticing period for the public.

497

Motion: Board Member David Harding moved to approve **Resolution 2016-RDA-07-19-1** as written. The motion was seconded by Board Member Kim Santiago.

498

Roll Call Vote: The motion passed 7:0 with Board Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

499

Adjourn Redevelopment Agency and Reconvene as Municipal Council

501

Motion: Board Member Kim Santiago moved to adjourn as the Redevelopment Agency and reconvene as the Municipal Council at 8:29 p.m. The motion was seconded by Board Member David Sewell.

502

Roll Call Vote: The motion passed 7:0 with Board Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

503

Policy Items Referred from the Planning Commission

504

7. A public hearing on Ordinance 2016-20 amending the notice requirements for certain public hearings before the Planning Commission to mirror State Code and allowing amendments to the General Plan more often than twice per year. City-wide Impact. (16-0007OA)

505

506 Aaron Ardmore, Provo City Planner, presented. The proposed amendment came out from
507 discussions between the planning staff and members of the council and covered three areas.

508

1. Removing the restriction to only allowing General Plan Amendments twice per year and allow them to come in as submitted. This would speed up the approval process and allow the general public to have a timely decision.

509

510

511

2. Ensure neighborhood meetings were called for general plan and zone amendments.

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- 512 3. Reduce the Planning Commission noticing period from 14 days to ten days. With
513 updated technology and access for the citizens the 14 days was no longer needed.
514

515 He noted that Brian Jones had made some amendments to the proposed ordinance. Mr. Jones
516 explained that the version on the screen was the same as the ordinance discussed earlier in work
517 session and contained the additions he had added. The changes addressed concerns over a
518 neighborhood failing to have a meeting by adding that failure to hold the meeting did not
519 invalidate consideration of the application. It would prevent someone from the neighborhood or
520 a third party claim the council could not consider the amendment because the meeting had not
521 been held. Planning staff had reviewed the amendments and fully supported the changes.
522

523 Mr. Jones said the developer was required, based on the application, to contact the neighborhood
524 chair for the area affected by the application. If the developer did not contact the neighborhood
525 chair they were in violation of the ordinance. Both the planning commission and council would
526 take that into consideration. If contact was made but the developer refused to attend a
527 neighborhood meeting the council could consider that when deciding whether or not to approve
528 the application.
529

530 Mr. Sewell said it was the recommendation of the two council members on the Development
531 Approval Process Review Committee and the administrative staff to approve these ordinance
532 amendments. He made the following motion.
533

Motion: Council Member David Sewell made a motion to consider the second ordinance presented by Mr. Jones which included the amendments concerning the neighborhood program. The motion was seconded by Council Member Vernon K. Van Buren.

534
535 Mr. Jones clarified that the only difference between the two drafts was the second draft did not
536 include language that talked about a violation of this section by the neighborhood chair.
537

538 Chair Santiago called for a vote on the motion to consider the second draft ordinance.
539

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

540
541 Chair Santiago noted line 88 was changed from "...comprehensive update at least every five (5)
542 years" to "... comprehensively reviewed at least every five (5) years." She asked what the
543 rationale was behind making that change.
544

545 Mr. Jones said there was a significant discussion during a recent work session about what
546 comprehensive update of the general plan meant (line 88 of the ordinance). It sounded like it
547 meant the general plan would be completely rewritten every five years. The intent was simply to
548 review the document and make changes, if needed, so that was why it was changed.
549

550 Mr. Knecht felt he would be more comfortable if it said the plan would be comprehensively
551 reviewed and updated as needed.
552

553 Mr. Van Buren thought the word reviewed meant that if it needed to be updated they would.

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Mr. Ardmore said the word reviewed assumed that changes would be made if needed updates or changes needed to be made. He preferred this language as opposed to stating an update was mandatory.

Mr. Harding felt removing the timing restriction of general plan amendments was a problem. More than 31 amendments were heard over the past six years; which averaged more than five per year. If the general plan was a guide for how we want development to occur in the city, we should be concerned that we were changing it more than five times each year. Maybe the plan was too specific or did not show what we actually wanted in certain areas. If we had a strong plan that the city was committed to then implementing a twice yearly general plan amendment was not unreasonable. He suggested the general plan to be updated this fall should be treated as a plan for what we want in the future. He suggested adding the twice yearly general plan updates back into the ordinance.

Mr. Ardmore reported that, out of the 33 general plan amendments during the past six years, the majority came from staff. It was important to note that the general plan amendments were more than just changing the map. A number of those amendments were adding appendices or changing text.

Mr. Knecht stated that parts of the general plan were reviewed and updated occasionally, such as neighborhood plans and the bicycle master plan. It was a work in progress as it should be. He did not feel that amending the general plan more than twice yearly was compromising the integrity of the neighborhoods or the city.

Mr. Sewell agreed that only seven of the 33 general plan amendments came from citizens or private developers. He emphasized that planning staff recommended these changes and the planning commission approved it 5:0. There were always improvements they could recommend to make it more high level. Anything that streamlined the development process and made it more efficient and fair was good for development and a benefit to the city.

In response to a question from Chair Santiago, Mr. Ardmore did not see these changes as opening up a lot of general plan amendments. If they found in the future that it was causing problems, such as too many meetings for neighborhood chairs, they could bring it back to the council. Chair Santiago said it would be nice to see the data one year from now to see if these changes had helped or hindered the process.

Motion: Council Member Vernon K. Van Buren moved to adopt **Ordinance 2016-20** as amended. The motion was seconded by Council Member Gary Winterton.

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

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Council Items and Reports

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597

8. A discussion on Ordinance 2016-21 amending Chapter 8.02 (Animal Control Generally) with regards to keeping of swine. (16-084)

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Brian Jones, Council Attorney, presented. The proposed ordinance stemmed out of concerns with a previous incident where pigs were kept on agricultural property next to residential property and caused problems with the residents. State code permitted cities to compel the owner of any pigsty, privy, barn, corral, sewer, or other unwholesome or nauseous house to cleanse, abate, or remove the problem. The proposed ordinance required swine to be confined within a secure outdoor enclosed area located at least 300 feet from any boundary line. The boundary line would be property owned by two different citizens.

Motion: Council Member David Harding moved to adopt **Ordinance 2016-21** amending Chapter 8.02 (animal Control Generally) with regards to keeping of swine. The motion was seconded by Council Member Vernon K. Van Buren.

607

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

608
609

Adjourn

610

Motion: Council Member Vernon K. Van Buren moved to Adjourn 9:04 p.m. The motion was seconded by Council Member David Sewell.

611

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

612



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Minutes

5:45 PM, Tuesday, August 02, 2016

Room 200, Municipal Council Chambers

351 West Center

1 **Opening Ceremony**

2

Roll Call

3

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

Council Member Kim Santiago

Council Member Gary Winterton (via telephone)

Council Member David Harding

Council Member George Stewart

CAO Wayne Parker

Council Member Vernon K. Van Buren

Council Member David Sewell

Council Member David Knecht

Mayor John R. Curtis

Council Attorney Brian Jones

Conducting: Council Chair Kim Santiago

4

Invocation and Pledge

5

6 Invocation: Jimmy McKnight, Provo City Management Analyst

7 Pledge: Mark Ogren, Provo City Water Reclamation Plant Manager

Public Comment

8

9 Carol Walker, Provo business owner, thanked the Mayor and Council for all they do for the
10 community.

11

12 There were no more public comments.

13

Mayor's Items and Reports

14

1. **Joint Resolution 2016-34 of the Provo City Mayor and Municipal Council outlining their concern with the recent proposed standards from the Utah Department of Environmental Quality related to the impact of the wastewater effluent on the chemistry of Utah Lake. (16-091)**

15

16 David Decker, Public Works Director, presented. Public works had some concerns with an
17 integrated report, recently prepared by the Utah State Department of Environmental Quality

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18 (DEQ), concerning water quality at Utah Lake. The deadline for public comment on the report
19 was extended from August 9, 2016 to September 8, 2016. Even though the comment period was
20 extended Mr. Decker felt it was important for the council to understand some of the potential
21 impacts the report would likely have on Provo City and the residents.

22
23 They were concerned with reports from Provo City consultants (hired relative to a developing a
24 master plan at the treatment plant) and professionals from academic institutions that indicated the
25 report was inadequate, incomplete, and scientific evidence had been largely ignored. The end
26 results indicated that, even with the removal of the phosphorus and nitrates with the new
27 regulations, algae blooms would continue to happen at Utah Lake. They felt the tightened
28 regulations may have unintended consequences that had not been thoroughly vetted with the
29 scientific community.

30
31 Mr. Decker stated it was Public Work’s responsibility, given the amount of money that would be
32 spent on the proposed regulations, to make the council aware of the potential impacts,
33 particularly when the end results were in question.

34
35 The upgrades at the treatment plant were projected to cost about \$52 million between now and
36 2025 with the improvements meeting the current DEQ regulations. An additional \$35 million by
37 2035 (for a total of \$87 million) was needed to meet expected capacity increases. If DEQ plan
38 was approved, we would spend an additional \$20 million to meet the potential stricter nutrient
39 limits.

40
41 With just the \$52 million upgrades it would amount to \$1.80 per month/per person that would be
42 passed on to the residents. A family of five would see an increase of just more than \$9 per
43 month. If they took the \$52 million and divided it by the 18,000 connections it would average a
44 little more than \$12 per connection/per month that fees would need to be increased to meet the
45 current regulations.

46
47 The proposed resolution asked the DEQ to take some time with some of the scientific
48 community and make sure that a long-term plan was established before implementing the
49 integrated report. Communities, like Provo, would need to plan financially for the increased
50 costs. We also need to make sure what the results would be and that there would be
51 accountability for those results.

52
53 In response to a question from Mr. Knecht, Mr. Decker stated that many of the multi-family
54 dwellings had individual electric meters so a 100 unit would have 100 electric meters but there
55 would only be one sewer connection into the building. That was why the number of electric
56 meters was greater than the number of sewer connections.

57
58 Mr. Harding said that, with the extension of the comment period, he would rather wait until after
59 they had a chance to meet with the Division of Water Quality (DWQ) before they acted on the
60 resolution. He made the following motion.

61
Motion: Council Member David Harding moved to continue this item until the
September 6th meeting to give the council the opportunity to meet with

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the Division of Water Quality to hear from them and ask questions before we make a decision on this resolution. The motion was seconded by Council Member George Stewart.

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In response to a question from Mr. Van Buren, Mr. Harding stated if there was more information, and they received answers to some of their questions, it could change his position on the resolution. He wanted his questions answered before he approved the resolution.

Mr. Sewell noted our water experts were not seeing enough hard science to justify the tens of millions of dollars it would take to meet the new regulations. He was fine with going ahead with the resolution. All it said was the council would like to see more evidence before committing to the amount of money it would take to meet new regulations.

Mayor Curtis noted the resolution was simply asking the DEQ to slow down and get our team on board.

Mr. Knecht read the following from the proposed resolution and said he was good with the resolution:

“If the necessary additional scientific research does eventually support standards and regulations that require infrastructure changes in order to make justifiable improvements in the quality of Utah Lake, Provo requests that affected entities be allowed adequate time to appropriately budget for the required changes.”

Mr. Harding imagined the scientists at the DEQ disagreed with what was presented to the council during work meeting, just like those presenters disagreed with the DEQ. He felt it would be better to hear from both sides before making a decision.

Mr. Stewart said he seconded the motion for the purposes of discussion but he would rather approve the resolution that night. He felt the meeting on September 6 was too close to the end of the comment time.

Mr. Harding said he would be willing to amend the motion to consider this item in two weeks if they could meet with DEQ during that time.

Mr. Van Buren said that the resolution asked for a delay in action. If DEQ’s statistics were true we would need to have time to prepare for it budget wise. We need to support our staff and departments. It would not hurt to pass the resolution that night and let the state and DEQ know we have concerns so they could begin to address those concerns.

Chair Santiago stated that the DEQ would come with their best arguments for why their study had been done right. We would have them come and make a presentation whether the council passed the resolution that night or not. The Jordan River Farmington Bay Water Quality Council was doing a study. Those results would not be back until February or March of next year. She was comfortable sending the message that we needed more information from the DEQ. It was a huge price tag for the proposed

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105 regulations. The DEQ needed to have their facts straight and bring compelling evidence
106 that our professionals were comfortable with.

107
108 Mr. Winterton was supportive of the resolution as written and would support it right now.
109 The city was just asking the state to study things better before we commit to that amount
110 of money.

111
112 Chair Santiago called for a vote on Mr. Harding’s motion to continue this item until the
113 September 6, 2016 meeting so the council could hear from the DWQ before considering
114 the resolution.

115
Roll Call Vote: The motion failed 1:6 with Council Member Harding in favor and
Council Members Knecht, Santiago, Sewell, Stewart, Van Buren, and
Winterton opposed.

116
117 Chair Santiago asked for another motion or additional comment.

118
Motion: Council Member David Knecht moved to approve Joint Resolution
2016-34 as written. The motion was seconded by Council Member
Vernon K. Van Buren.

119
Roll Call Vote: The motion passed 6:1 with Council Members Knecht, Santiago, Sewell,
Stewart, Van Buren, and Winterton in favor and Council Member
Harding opposed.

120
121 Mayor Curtis confirmed his support of Joint Resolution 2016-34.

122
123 Adjourn

124
Motion: Council Member George Stewart moved to adjourn 6:07 p.m. The
motion was seconded by Council Member Vernon K. Van Buren.

125
Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht,
Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

126



MAYOR'S OFFICE
TEL 801 852 6100
351 W CENTER ST
PO BOX 1849
PROVO, UT 84603

July 14, 2016

Members of the Municipal Council
351 West Center Street
Provo, UT 84601

Dear Council Members:

I am recommending the following appointments to City boards and commissions as indicated below and submit them herewith the Council's advise and consent.

Board of Adjustment

• **David Smith**, 1850 N University Ave, #201 in Provo. David has a master's degree in public administration and is currently the Scheduling Assistant Supervisor at the Missionary Training Center. I am recommending David be appointed to a five-year term on the Board of Adjustment ending June 30, 2021, as an alternate.

• **Jonathan Crosland**, 110 South 300 East in Provo. Jonathan is currently employed at Chick-Fil-A. I am recommending Jonathan be appointed to a five-year term on the Board of Adjustment ending June 30, 2021, as an alternate.

Civil Service Commission

• **Rick Healey**, 3094 Iroquois Drive in Provo. Rick is a former Provo City Council member and retired Captain from the Provo Police Department. I am recommending Rick be appointed to a six-year term on the Civil Service Commission ending June 30, 2022, replacing Ronald Vigoren.

Design Review Commission

Scott Bingham, 244 North 400 West in Provo. I am recommending Scott be reappointed to a four-year term on the Design Review Commission ending June 30, 2020.

Roger Knell, 45 East 300 North in Provo. I am recommending Roger be reappointed to a four-year term on the Design Review Commission ending June 30, 2020.

Mike Lee, 86 N University Ave, #400 in Provo. I am recommending Mike be reappointed to a four-year term on the Design Review Commission ending June 30, 2020.

Phillip Kiser, 79 West 4500 North in Provo. I am recommending Phillip be reappointed to a four-year term on the Design Review Commission ending June 30, 2020.

• **Carol Walker**, 211 S Palisade Drive in Orem. Carol has previously served as a member of the Airport Board. I am recommending Carol be appointed to a four-year term on the Design Review Commission ending June 30, 2020.

Energy Board

Norm Wright, 1507 North 1450 East in Provo. I am recommending Norm be reappointed to a four-year term on the Energy Board ending December 31, 2019.

• **Cheryl Taylor**, of Provo. Cheryl has a graduate degree in Consumer Economics from BYU. She recently returned from Phoenix, Arizona where her husband served as mission president. I am recommending Cheryl be appointed to a four-year term on the Energy Board ending December 31, 2019, replacing Michael Bateman.

• **Ned Hill**, 2867 Foothill Drive in Provo. Ned is currently a National Advisory Council Professor at BYU's Marriott School of Management. He has served as Dean of the Marriott School for 10 years and currently teaches Global Treasury Management and International Finance. I am recommending Ned be appointed to a four-year term on the Energy Board ending December 31, 2019.

Housing Authority

Jon Kau, 358 West 3950 North in Provo. I am recommending Jon be reappointed to a four-year term on the Housing Authority ending June 30, 2020.

Buddy Richards, 445 South 400 West in Provo. I am recommending Buddy be reappointed to a four-year term on the Housing Authority ending June 30, 2020.

Craig Carlile, 1302 East Hillsdale Circle in Provo. I am recommending Craig be reappointed to a four-year term on the Housing Authority ending June 30, 2020.

Doug Gale, 1319 North Grand Avenue in Provo. I am recommending Doug be reappointed to a four-year term on the Housing authority ending June 30, 2020.

• **Clarice Manzione**, 185 South 400 West #1 in Provo. Clarice studied Communication and Nutrition at the University of Utah. She has worked with non-profit agencies in El Salvador, Salt Lake and Provo to educate and advocate for people living in poverty. She is currently a volunteer coordinator at Community Action Services and Food Bank. I am recommending Clarice be appointed to a four-year term on the Housing Authority ending June 30, 2020, replacing David Gardner.

Landmarks Commission

Matthew Christensen, 73 North 500 East in Provo. I am recommending Matthew be reappointed to a four-year term on the Landmarks Commission ending June 30, 2020.

• **Brigham Daniels**, of Provo. Brigham is currently a professor of Law at BYU with an expertise in environmental law, property law and natural resources law. He earned a PhD from Duke University, his juris doctorate from Stanford Law and graduated magna cum laude in economics and received a masters of public administration from the University of Utah. I am recommending Brigham be appointed to a four-year term on the Landmarks Commission ending June 30, 2020, as an alternate.

Library Board

- **Teri McCabe**, 560 West 500 South in Provo. Teri worked previously as an adjunct professor at Provo College teaching anatomy and at BYU in the dance department. She is currently a homemaker. I am recommending Teri be appointed to a three-year term on the Library Board ending June 30, 2019 replacing, Jamie Littlefield.

- **Jennifer Wright**, 1162 East 900 South in Provo. Jennifer is currently a homemaker. I am recommending Jennifer be appointed to a three-year term on the Library Board ending June 30, 2019, replacing Sue Russell.

- **Rebecca Burton**, 391 N 1340 E in Provo. Rebecca owns Blue Mountain Insurance with her husband and runs the day to day of the business. I am recommending Rebecca be appointed to a three-year term on the Library Board ending June 30, 2019, replacing Anona Sobczak.

Parks and Recreation Board

Bryant Livingston, 3054 West 1300 North in Provo. I am recommending Bryant be reappointed to a three-year term on the Parks and Recreation Board ending June 30, 2019.

- **Aubrey Hanks**, 995 South Freedom Blvd in Provo. Aubrey currently works at UVU for the Office of New Urban Mechanics as an Administrative and Research Assistant. She also worked at the Lehi City Legacy Recreational Center as a gymnastics instructor. I am recommending Aubrey be appointed to a three-year term on the Parks and Recreation Board ending June 30, 2019, replacing Bill Fillmore.

Planning Commission

Ross Flom, 1561 West 1970 North in Provo. I am recommending Ross be reappointed to a three-year term on the Planning Commission ending June 30, 2019.

Jamin Rowan, 1400 Maple Lane in Provo. I am recommending Jamin be reappointed to a three-year term on the Planning Commission ending June 30, 2019.

Kermit McKinney, 1028 Dover Drive in Provo. I am recommending Kermit be reappointed to a three-year term on the Planning Commission ending June 30, 2019.

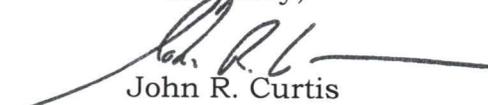
Brian Smith, 1296 South 500 West in Provo. I am recommending Brian be reappointed to a three-year term on the Planning Commission ending June 30, 2019.

TMAC

David Arnold, 1241 West 1150 South in Provo. I am recommending David be reappointed to a three-year term on the Transportation and Mobility Advisory Committee ending June 30, 2019.

- **Laureen Urquiaga**, 1406 North Locust Lane in Provo. I am recommending Laureen be appointed to a three-year term on the Transportation and Mobility Advisory Committee ending June 30, 2019, replacing Dr. Mitsuru Saito.

Sincerely,



John R. Curtis
Mayor

1 RESOLUTION 2016-

2
3 A RESOLUTION CONSENTING TO THE APPOINTMENT OF
4 INDIVIDUALS TO VARIOUS BOARDS AND COMMISSIONS. (16-101)
5

6 WHEREAS, the Mayor acting pursuant to his statutory authority has recommended that
7 individuals be appointed to serve on various boards and commissions as detailed below; and
8

9 WHEREAS, on August 16, 2016 the Municipal Council held a duly noticed public
10 meeting to ascertain the facts regarding this matter, which facts are found in the meeting record;
11 and
12

13 WHEREAS, after considering the Mayor's recommendation and facts presented to the
14 Municipal Council, the Council (i) consents to the board appointments set forth below and (ii)
15 finds such appointments will reasonably further the health, safety and general welfare of the
16 citizens of Provo City.
17

18 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as
19 follows:
20

21 PART I:
22

23 1. Pursuant to Provo City Code 2.20.020, the Municipal Council consents to the
24 appointment of the individuals listed below to serve on the listed board or commission for the
25 prescribed term:
26

<u>Appointee's Name</u>	<u>Board</u>	<u>Term Expiration Date</u>
David Smith	Board of Adjustment	June 30, 2021
Jonathan Crosland	Board of Adjustment	June 30, 2021
Rick Healey	Civil Service Commission	June 30, 2022
Scott Bingham	Design Review Commission	June 30, 2020
Roger Knell	Design Review Commission	June 30, 2020
Mike Lee	Design Review Commission	June 30, 2020
Phillip Kiser	Design Review Commission	June 30, 2020
Carol Walker	Design Review Commission	June 30, 2020
Norm Wright	Energy Board	December 31, 2019
Cheryl Taylor	Energy Board	December 31, 2019
Ned Hill	Energy Board	December 31, 2019
Jon Kau	Housing Authority	June 30, 2020
Buddy Richards	Housing Authority	June 30, 2020
Craig Carlile	Housing Authority	June 30, 2020
Doug Gale	Housing Authority	June 30, 2020
Clarice Manzione	Housing Authority	June 30, 2020
Matthew Christensen	Landmarks Commission	June 30, 2020
Brigham Daniels	Landmarks Commission	June 30, 2020
Teri McCabe	Library Board	June 30, 2019
Jennifer Wright	Library Board	June 30, 2019
Rebecca Burton	Library Board	June 30, 2019

49	Bryant Livingston	Parks and Recreation Board	June 30, 2019
50	Aubrey Hanks	Parks and Recreation Board	June 30, 2019
51	David Arnold	TMAC	June 30, 2019
52	Lauren Urquiaga	TMAC	June 30, 2019

53

54 2. The aforesaid appointments shall take effect immediately.

55

56

57 PART II:

58

59 1. The Municipal Council consents to the appointment of the individuals listed below to
60 serve in the listed seat on the Planning Commission for the prescribed term. Pursuant to Provo
61 City Code 14.040.010, upon the expiration of said term, an individual thus appointed may
62 continue to serve until the individual's successor is appointed and qualified, unless the position is
63 formally declared vacant by the Mayor or the individual is removed by Municipal Council.

64

<u>Appointee's Name</u>	<u>Seat</u>	<u>Term Expiration Date</u>
65 Ross Flom	4	June 30, 2019
66 Kermit McKinney	5	June 30, 2019
67 Jamin Rowan	6	June 30, 2019
68 Brian Smith	7	June 30, 2019

69

70

71 2. Following said appointments, there are currently 7 members and 0 alternate members
72 currently serving on the Planning Commission, with vacancies for 0 members and 1-2 alternate
73 members, as shown on the attached Exhibit A.

74

75 3. The aforesaid appointments shall take effect immediately.

76

77

78 PART III:

79

80 This resolution shall take effect immediately.

81

82 END OF RESOLUTION.

EXHIBIT A
PLANNING COMMISSION APPOINTMENTS¹

<u>Name</u>	<u>Seat</u>	<u>Term Expiration Date</u>	<u>Appointing Resolution</u>
Maria Winden	1	June 30, 2018	2015-29
Deborah Jensen	2	June 30, 2018	2015-29
Ed Jones	3	June 30, 2018	2015-29
Ross Flom	4	June 30, 2019	Attached
Kermit McKinney	5	June 30, 2019	Attached
Jamin Rowan	6	June 30, 2019	Attached
Brian Smith	7	June 30, 2019	Attached
VACANT	Alternate #1		
VACANT	Alternate #2 (Optional)		

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

1 RESOLUTION 2016-.

2
3 A RESOLUTION AUTHORIZING A PERPETUAL LICENSE AGREEMENT
4 FOR RIGHT-OF-WAY ACCESS RELATED TO LAKEVIEW PARKWAY. (16-
5 096)

6
7 WHEREAS, Provo City, Utah, has adopted a Master Plan identifying the
8 Lakeview Parkway as a new City Road necessary for public use; and

9
10 WHEREAS, the Utah Department of Transportation (UDOT) and the City entered
11 into an Agreement identifying and allowing the project to construct this road; and

12
13 WHEREAS, the project involves acquisition of property along the road route; and

14
15 WHEREAS, it is proposed to grant a license, as shown in Exhibit A, to the current
16 owners of one of the parcels being acquired in order to facilitate their access to their
17 remaining property; and

18
19 WHEREAS, on August 16, 2016, the Municipal Council held a duly noticed
20 public meeting to ascertain facts and receive education on the elements of the perpetual
21 license agreement; and

22
23 WHEREAS, after considering the facts presented to the Municipal Council, the
24 Council finds that (i) the license should be granted and (ii) such action furthers the health,
25 safety, and general welfare of the citizens of Provo City.

26
27 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City,
28 Utah, as follows:

29
30 PART I:

31
32 The Mayor and the City Attorney are authorized on behalf of the City to enter into
33 a perpetual license agreement, as shown in the attached Exhibit A, for right-of-way
34 access related to Lakeview Parkway.

35
36 PART III:

37
38 This resolution shall take effect immediately.

39
40 END OF RESOLUTION.



Provo City Municipal Council

Staff Memorandum

Bryce Mumford, Policy Analyst

Lakeview Parkway Research

August 16, 2016 Council Meeting

The Northwest Connector was proposed by Provo City to serve as an arterial street connecting with Geneva road at approximately 2000 North in Provo and proceeding west, then south, crossing the Provo River and eventually connecting with 3110 West Street near the Mike Jense Parkway and ultimately connecting to the Westside Connector to serve as a connecting road for the west side of Provo. “In addition to the functional purpose of serving as a north-south arterial street serving the predominant mode of automobile traffic, the road serves various secondary purposes. Secondary purposes included providing for a continuous trail on the eastern shore of Utah Lake in Provo, serving the approximate western development boundary, providing for a north-south linear utility corridor and utility connection point, and serving as part of the broader regional arterial street system serving bus users and future UTA transit routes.” (See [Interplan Memo, 12/22/2010](#))

The project directly affects four neighborhoods in Provo – Provo Bay, Fort Utah, Lake View North and Lake View South. On August 3, 2010, these four neighborhoods future land uses were changed in the Provo City General Plan update from Rural Agricultural and Developmentally Sensitive to Residential, Mixed Use, and Airport Related Activities. This project has been included in the Provo City General Plan since 2007. In 2007, due to increasing population growth in Provo and Utah County, Provo City Leadership opted to start efforts to improve the connectivity within Provo City. [Resolution 2007-64](#) was passed in July 2007. The short title read:

“A RESOLUTION SUPPORTING THE WIDENING OF GENEVA ROAD AND CREATION OF A NEW NORTH-SOUTH CORRIDOR FROM GENEVA ROAD TO THE PROVO AIRPORT AND TO THE UNIVERSITY AVENUE/I-15 INTERCHANGE.”

As part of the resolution, Provo City encouraged the consideration of this additional corridor by the Utah Transportation Commission, the State Legislature, and varying other stakeholders. Initially, the proposed corridor was more of a vague idea than an exact route (See Figure 1).

Figure 1: Early proposal of Northwest Connector



With the resolution of support in place for this type of project, the City began pursuing the funding necessary to build the Northwest Connector, which included obtaining the necessary funding to establish the route. On June 3, 2009, Provo City received notification that they were awarded funding from Mountainland Association of Governments (MAG) to begin work on setting the proposed route for the Northwest Connector (See [Mountainland Funding Letter – 3 June 2009](#)).

Provo City began the RFP process to select a consultant to clarify route selection and gain approval for the route. After adhering to the necessities of consultant selection, the Provo Engineering Department ultimately selected the Lochner Consulting Group to assist the City in establishing the design of the Northwest Connector.

The project schedule plan was put in place (See Figure 2).

Figure 2: Proposed Project Schedule

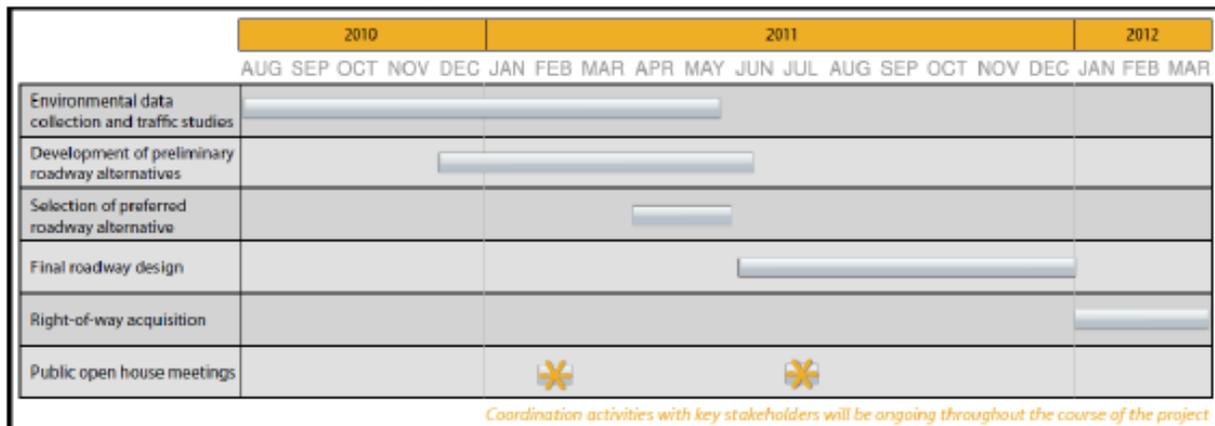


Figure 3: Proposed 13 Alternatives for Northwest Connector

As part of the project plan, the Lochner Group began by performing necessary surveys (See [Property Owner Survey Letters 8-11-10](#)) along the route. Following the completion of the surveys, there were 13 Alternatives that the Lochner Group identified to be studied and receive public input (See Figure 3).

A letter was sent to all property owners who may be impacted by this route to initially make them aware of the project (See [Project Info Sheet Mailer Oct 2010 Small](#)) with an additional public information sheet sent to all property owners along the route indicating a Public Open House was set to hear from



Figure 4: Proposed Final Two Alternatives



the public on February 10, 2011 (See [Project Info Sheet Mailer Jan2011](#)). During the first Open House, residents had an opportunity to fill out a form indicating some of their comments, questions, and concerns. These comments were memorialized from all who attended the meeting (See [Public Open House Summary](#)).

After considering the comments that came from the residents, a secondary screening was performed to further analyze each route to determine the minimum number of critical environmental resources impacts and how many real estate parcels would be impacted (See [Screening map](#)). The result from the secondary screening was to identify two alternatives from the 13 proposed alternatives presented at the meeting. An additional Public Open House flyer was sent to all the impacted residents (See [Project Mailer June2011](#)) to have them come to a final Open House and discuss the final two alternatives (See Figure 4).

Following that Open House on July 14, 2011, there was an additional route proposed by a few of the property owners (See [Alignment Options – July 2011](#)). Some members of the public felt that a better route would be to continue up 3110 West to Center Street. Based on this newly proposed route a pros and cons list was developed to analyze the routes and they considered the number of relocations, feedback from property owners and tried to find the best route (See [Remaining Alternatives-Pros and Cons](#)). Following the Public Open House, the Daily Herald covered the event and offered some insight into the public engagement that took place (See [Daily Herald Article 20 July 2011](#)).

Figure 5: Proposed Lakeview Parkway Route, Including Impacted Parcels



Ultimately, Lochner completed the task of selecting a route for the Northwest Connector (See Figure 5). The Lakeview Parkway is set to be completed in the following three phases:

- Phase 1: Center Street south to Mike Jense Pkwy., full roadway section and trail.
- Phase 2: Center Street to 2000 North, full road grading and west side half roadway and trail completed, includes full-width bridge over the Provo River and 2000 North from Lakeview Parkway to Geneva Rd.
- Phase 3: Center Street to 2000 North, east side half roadway completed.

Currently, in the FY 2015-2016 Capital Improvement Plan, Phase 1 is scheduled to begin within the fiscal year at a cost of \$6.5 million. Phase #2 is scheduled in the 2018-2019 fiscal year at an estimated cost of \$26.5 million. There is no mention of Phase #3 in the CIP. The road design and path has been fully approved, the project simply needs funding to get underway.

PERPETUAL LICENSE AGREEMENT

THIS PERPETUAL LICENSE AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2016, by and between PROVO CITY CORPORATION, a municipal corporation of the State of Utah (“City”) and Bonnie Jean Stubbs as trustee of the Elmer Leon Stubbs Family Living Trust, dated May 26, 1995 and as trustee of the Bonnie Jean Stubbs Family Living Revocable Trust, dated May 26, 1995 (“Stubbs”), (sometimes collectively referred to as the “Parties”).

WHEREAS, the City is the owner of a public right-of-way commonly known as Lakeview Parkway located in the City (the “ROW”); and

WHEREAS, Stubbs owns real property located south of and adjacent to the ROW (“South Property”); and

WHEREAS, Stubbs also owns real property located north of and adjacent to the ROW (“North Property”); and

WHEREAS, the parties entered into a stipulation to resolve an eminent domain action filed by the City against Stubbs on April 28, 2016 (the “Stipulation”) in which the City agreed to provide a license to Stubbs for access from the ROW to the South Property; and

WHEREAS, the Stipulation also requires the City to provide a license to Stubbs for the construction and use of a culinary water line and irrigation water line along with west side of the North Property and running through a sleeve underneath the ROW to the South Property; and

WHEREAS, this agreement is made to set forth the terms and conditions under which said access, water line, and irrigation line shall be permitted.

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

1. Grant of Perpetual License: Access to South Property. The City grants a perpetual license to Stubbs for purposes of providing Stubbs access to and from the South Property from the ROW. Said access shall be located east of the detention pond located on the South Property at approximately engineering station 170+75 as shown on the attached Exhibit A. The City will rearrange the existing access gate on the South Property and will provide preliminary grading for the access.

2. Grant of Perpetual License: Access to North Property. The City grants a perpetual license to Stubbs for purposes of providing Stubbs access to and from the North Property from the ROW. Said access shall be located on the North Property at approximately engineering station 180+78.44 as shown on the attached Exhibit B.

“PROVO CITY CORPORATION”

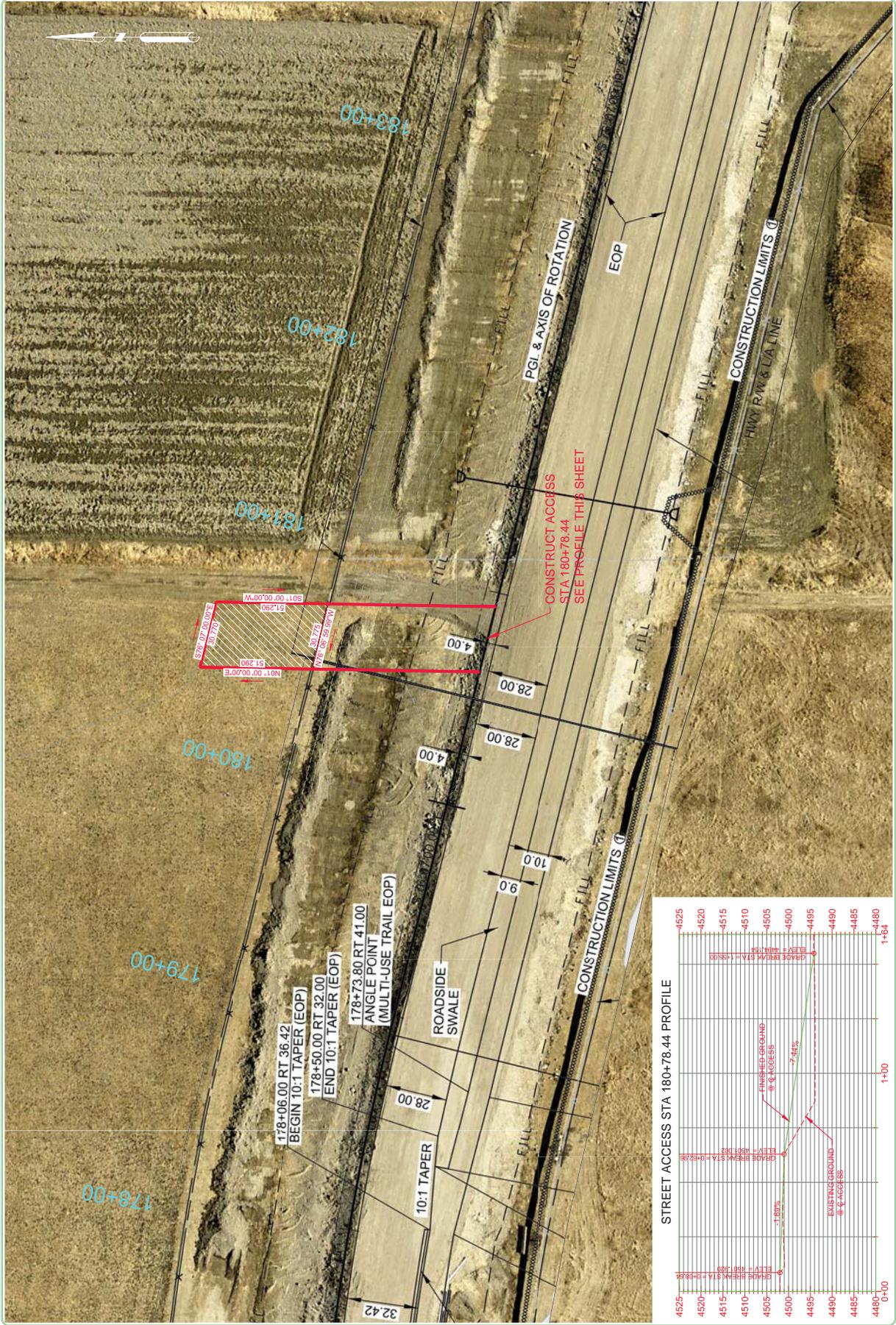
John R. Curtis, Mayor

Attest:

Janeen Weiss, City Recorder

316481_1.docx

NO.	DATE	BY	REMARKS





Provo City Public Works

Staff Memorandum

Sewer Base Rate Change Implementation

August 2, 2016

<p>Department Head Dave Decker 852-6771</p> <p>Presenters Dave Decker 852-6771</p> <p>Required Time for Presentation 45 minutes</p> <p>Is This Time Sensitive Yes</p> <p>Case File # (if applicable) XX-XXX</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">• Discuss implementation options for applying the sewer base rate by residential housing unit and commercial meter size <p>Action Requested</p> <ul style="list-style-type: none">• Direction on desired implementation strategy <p>Relevant City Policies</p> <ul style="list-style-type: none">• <p>Budget Impact</p> <ul style="list-style-type: none">• This is a change to the Wastewater revenue philosophy that we believe can allow the City to fund needed upgrades and enhancements identified in the Wastewater Reclamation Plant Master Plan without needing to bond in the future. <p>Description of this item</p> <ul style="list-style-type: none">• Over the last few months the Public Works Department has presented to the City Council several times regarding a recommendation to change the sewer base rate. On April 12th the Council was invited to a tour of the Wastewater Reclamation Plant, followed by a presentation in work session on some of the needed improvements recommended by a Master Plan being finalized. This presentation also introduced different base rate billing philosophies and options for billing the base rate by unit for residential customers, which would be a change from the current practice of charging the base rate per connection to the water system.
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none">• At the Council's June 16th Budget retreat Public Works' Master Plan consultant presented on the concept of structuring base rates to cover operating expenses and the impact of per unit and per meter size billing philosophies for both residential and commercial customers. The Council asked Public Works to return to discuss options for a phased implementation of sewer base rates per unit for residential and per meter size for commercial customers, with the eventual goal of having the base rate revenue cover the operating costs of the utility. |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

40 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
41 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
42 invalid, the remainder of the ordinance shall not be affected thereby.

43

44 C. The Municipal Council hereby directs that the official copy of the Provo City Code be
45 updated to reflect the provisions enacted by this ordinance.

46

47 D. This ordinance shall take effect immediately after it has been posted or published in
48 accordance with Utah Code 10-3-711, presented to the Mayor in accordance with Utah
49 Code 10-3b-204, and recorded in accordance with Utah Code 10-3-713.

50

51 END OF ORDINANCE.

52

Original Proposal		Proposed Connection Fee and Per Unit Fee Moving Forward							
FY20		FY 17		FY 18		FY19		FY20	
5-year Plan	13.73	Connection Fee	7.88	Connection Fee	5.02	Connection Fee	1.19	Connection Fee	1.373
Additional Units	12.357	Per Unit Fee	0.88	Per Unit Fee	5.01	Per Unit Fee	10.75	Per Unit Fee	12.357
Units		Units		Units		Units		Units	
1	13.73	1	8.76	1	10.03	1	11.94	1	13.73
2	26.087	2	9.64	2	15.04	2	22.69	2	26.087
3	38.444	3	10.52	3	20.05	3	33.44	3	38.444
4	50.801	4	11.4	4	25.06	4	44.19	4	50.801
5	63.158	5	12.28	5	30.07	5	54.94	5	63.158
6	75.515	6	13.16	6	35.08	6	65.69	6	75.515
7	87.872	7	14.04	7	40.09	7	76.44	7	87.872
8	100.229	8	14.92	8	45.1	8	87.19	8	100.229
9	112.586	9	15.8	9	50.11	9	97.94	9	112.586
10	124.943	10	16.68	10	55.12	10	108.69	10	124.943
11	137.3	11	17.56	11	60.13	11	119.44	11	137.3
12	149.657	12	18.44	12	65.14	12	130.19	12	149.657
24	297.941	24	29	24	125.26	24	259.19	24	297.941
40	495.653	40	43.08	40	205.42	40	431.19	40	495.653



Provo City Public Works

Staff Memorandum

Memo Title

Provo City/Utah County Lakeview Parkway Interlocal Agreement

<p>Department Head Dave Decker</p> <p>Presenter David Graves</p> <p>Required Time for Presentation: 10-15 minutes</p> <p>Is This Time Sensitive Yes</p> <p>Case File # (if applicable)</p>	<p>Purpose of Proposal: This Interlocal Agreement provides funding for the construction of Lakeview Parkway from the Provo Airport north to Center Street. Funding for this roadway was provided through the MAG Project Selection Process in 2014. This Agreement allows those funds to be expended on this project.</p> <p>Action Requested: Resolution</p> <p>Relevant City Policies: Transportation Master Plan and Vision 2030, Section 12 – Transportation and Mobility.</p> <p>Budget Impact: None</p> <p>Description of this item (at least 2 paragraphs): This Project was approved through the Provo City Council approximately ten years ago. The process for approving this project included many public meetings evaluating various potential alignments for the roadway; neighborhood input was considered throughout this process. Ultimately, the current alignment was selected and was adopted by the Provo City Council.</p> <p>Approximately five years ago, the Project received funding for design through Mountainland Association of Governments. In 2014, Provo City requested funding for this phase of the Lakeview Parkway Project and was selected to receive \$6,617,000 for construction in the current budget year. This Interlocal Agreement provides a mechanism for Provo City to be reimbursed for construction costs directly from Utah County.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 RESOLUTION 2016-.

2
3 A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT
4 BETWEEN PROVO CITY AND UTAH COUNTY REGARDING THE
5 USE OF "PART 19 TAX REVENUES." (16-096)
6

7 WHEREAS, Provo City is presently constructing a roadway ("Lakeview Parkway")
8 extending from the Provo Airport to 2000 North in Provo; and
9

10 WHEREAS, upon completion, Provo City will own and maintain the Lakeview Parkway
11 in perpetuity and is responsible for payment of construction costs; and
12

13 WHEREAS, Utah County has passed the "Part 19" tax which should provide up to
14 \$6.617 million of revenue to pay for construction costs of the Lakeview Parkway and has bonded
15 against future Part 19 revenues in order to have immediate access to the money required to pay
16 for those construction costs; and
17

18 WHEREAS, in order for Provo City to use these monies to accomplish the project, Provo
19 City and Utah County desire to enter into an interlocal cooperation agreement pursuant to Utah
20 Code Ann. §11-13-101 et seq.; and
21

22 WHEREAS, after considering the facts and comments presented to the Municipal
23 Council at a public meeting held on August 16, 2016, the Council finds that such action
24 reasonably furthers the health, safety and general welfare of the of the citizens of Provo City.
25

26 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as
27 follows:
28

29 PART I:
30

- 31 1. The City Council hereby resolves to approve the City's entrance into the Interlocal
32 Cooperation Agreement, as shown in the attached Exhibit A.
33
34 2. The Mayor is authorized to sign and execute all necessary and appropriate documents
35 in conjunction with this Agreement.
36

37 PART II:
38

39 This resolution shall take effect immediately.
40
41

42 END OF RESOLUTION
43

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY AND PROVO CITY

For

A Highway Project Known as "Lakeview Parkway Project" in Provo City, Utah

THIS AGREEMENT, made and entered into this ___ day of _____ 2016, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, with principle offices located at 100 East Center Street, Suite 2300, Provo, Utah 84606 ("County") and PROVO CITY, a political subdivision of the State of Utah, with principle offices located at 351 West Center Street, Provo, Utah, 84601 ("City").

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the City and the County desire to facilitate the construction of a highway project known as the "Lakeview Parkway Project" which consists of new road connecting from the the Provo Airport to 2000 North in Provo

WHEREAS, pursuant to Utah Code Ann. 59-12-1903, as amended in 59-12-2218, the County has adopted Ordinance 2008-26 (the "Section 2218 Ordinance") to enact a sales and use tax ("Section 2218 Tax") of 0.25% upon the transactions described in Utah Code Ann. 59-12-103(1) subject to the exemptions provided under Utah Code Ann. ' 59-12-104; and

WHEREAS, pursuant to the Section 2218 Ordinance and 59-12-2218, prior to July 2014 the Section 2218 Tax is to be collected by the Utah State Tax Commission and transferred as follows: (i) 0.10% to the Utah Department of Transportation ("UDOT") for deposit into the County of the Second Class State Highway Projects Fund for new construction, major renovations, and improvements to state highways within the County; (ii) 0.05% to UDOT for deposit into the Local Transportation Corridor Preservation Fund for acquisitions of real property or interest in real property for highway corridor; and (iii) 0.10%, as determined by the County's governing body, deposited with the County directly to be expended for state highway designated under 72-4-1 of the Code, or a local highway; and

WHEREAS, the County bonded against the revenues of the Section 2218 Tax ("Section 2218 Tax bond funds") so as to make those revenues immediately available for highway projects

throughout Utah County, Utah; and

WHEREAS, pursuant to 41-1a-1222 of the Code, the County has passed Ordinance 2006-8 (the "Vehicle Registration Fee Ordinance") imposing a local option transportation corridor preservation fee (the "Vehicle Registration Fee"); and

WHEREAS, the Mountainland Metropolitan Planning Organization Regional Planning Committee recommended that the Highway should receive a portion of the Section 2218 Tax revenues, Section 2218 bond funds, and/or the Vehicle Registration Fee not to exceed six million six hundred seventeen thousand dollars (\$6,617,000) for direct costs of the Highway; and

WHEREAS, the City and the County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and County hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the County and the City for the purpose of outlining the respective rights and responsibilities of the City and the County in the construction of the Highway.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are

completed, but in no event longer than 3 years from the execution date.

Section 4. NO SEPARATE LEGAL ENTITY.

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

1. Design and Construction: The City will obtain the necessary right-of-way (“ROW”), design, bid out and management of the construction of the Highway so as to meet or exceed City highway standards. Prior to construction of the Highway or the relevant phase of construction, City will provide a copy of the design work to County for its review and comment. County shall comment, if deemed appropriate, within 30 days of receiving the design work from City.

2. Ownership and Maintenance of Highway: The City shall own and be responsible for maintenance, repair and replacement of the Highway.

3. Reimbursement to City for ROW, Design, and Construction Costs: Both City and County acknowledge that the Lakeview Parkway Project has been recommended by the Mountainland Metropolitan Planning Organization Regional Planning Committee to be funded at an amount not to exceed \$6,617,000 for the direct costs of the Highway. City, if desiring reimbursement for the direct costs of the Highway, must provide County itemized invoices detailing actual costs for the ROW acquisition, design and construction of the Highway, not to exceed \$6,617,000.

County agrees to reimburse City within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Highway. The maximum amount of reimbursement from County to City shall not exceed \$6,617,000. Any costs which exceed \$6,617,000 shall be the City's sole responsibility. If the costs of the Highway are less than \$6,617,000, then County shall retain those non-utilized funds. The use of City equipment and/or City employee time for the Highway shall not be reimbursable. The County reserves the right to reimburse the City with any combination of the Section 2218 Tax, Section 2218 Tax bond funds, and/or the Vehicle Registration Fee.

4. Inspection of Highway: County and its designees, upon reasonable notice, reserve the right to enter upon the Highway to inspect the same to verify compliance with this Agreement.

5. Other Expenses: Except as otherwise expressly stated herein, all expenses for the construction of the Highway shall be the sole responsibility of the City.

6. No Third-Party Rights: The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the County. This Agreement is not intended to nor shall it be construed to benefit any third party.

7. **Recitals**: The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

Section 7. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

Section 8. EXTRA WORK

- a. Extra work shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in this Agreement, but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the City.
- b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the City as if they had been included in the agreement, without additional cost to County. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

Section 9. SEVERABILITY.

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

by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 10. GOVERNING LAW.

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

Section 11. INDEMNIFICATION.

The City shall indemnify and hold County harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Highway or any part thereof. The City shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on City's part to be performed under the terms of this Agreement, or arising from any act or negligence of City, or any of City's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the City and the County agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. City's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 12. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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

UTAH COUNTY

Authorized and passed on the _____ day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chair

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy Utah County Clerk/Auditor

REVIEWED AS TO FORM AND COMPATIBILITY
WITH APPLICABLE LAW:
JEFFERY R. BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

PROVO CITY

Authorized by Resolution No. ____, authorized and passed on the ____ day of
_____ 2016.

PROVO CITY

John R. Curtis, Mayor

ATTEST:

City Recorder

By: _____

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
Attorney for City



Provo City Municipal Council

Staff Memorandum

Bryce Mumford, Policy Analyst

Lakeview Parkway Research

August 16, 2016 Council Meeting

The Northwest Connector was proposed by Provo City to serve as an arterial street connecting with Geneva road at approximately 2000 North in Provo and proceeding west, then south, crossing the Provo River and eventually connecting with 3110 West Street near the Mike Jense Parkway and ultimately connecting to the Westside Connector to serve as a connecting road for the west side of Provo. “In addition to the functional purpose of serving as a north-south arterial street serving the predominant mode of automobile traffic, the road serves various secondary purposes. Secondary purposes included providing for a continuous trail on the eastern shore of Utah Lake in Provo, serving the approximate western development boundary, providing for a north-south linear utility corridor and utility connection point, and serving as part of the broader regional arterial street system serving bus users and future UTA transit routes.” (See [Interplan Memo, 12/22/2010](#))

The project directly affects four neighborhoods in Provo – Provo Bay, Fort Utah, Lake View North and Lake View South. On August 3, 2010, these four neighborhoods future land uses were changed in the Provo City General Plan update from Rural Agricultural and Developmentally Sensitive to Residential, Mixed Use, and Airport Related Activities. This project has been included in the Provo City General Plan since 2007. In 2007, due to increasing population growth in Provo and Utah County, Provo City Leadership opted to start efforts to improve the connectivity within Provo City. [Resolution 2007-64](#) was passed in July 2007. The short title read:

“A RESOLUTION SUPPORTING THE WIDENING OF GENEVA ROAD AND CREATION OF A NEW NORTH-SOUTH CORRIDOR FROM GENEVA ROAD TO THE PROVO AIRPORT AND TO THE UNIVERSITY AVENUE/I-15 INTERCHANGE.”

As part of the resolution, Provo City encouraged the consideration of this additional corridor by the Utah Transportation Commission, the State Legislature, and varying other stakeholders. Initially, the proposed corridor was more of a vague idea than an exact route (See Figure 1).

Figure 1: Early proposal of Northwest Connector

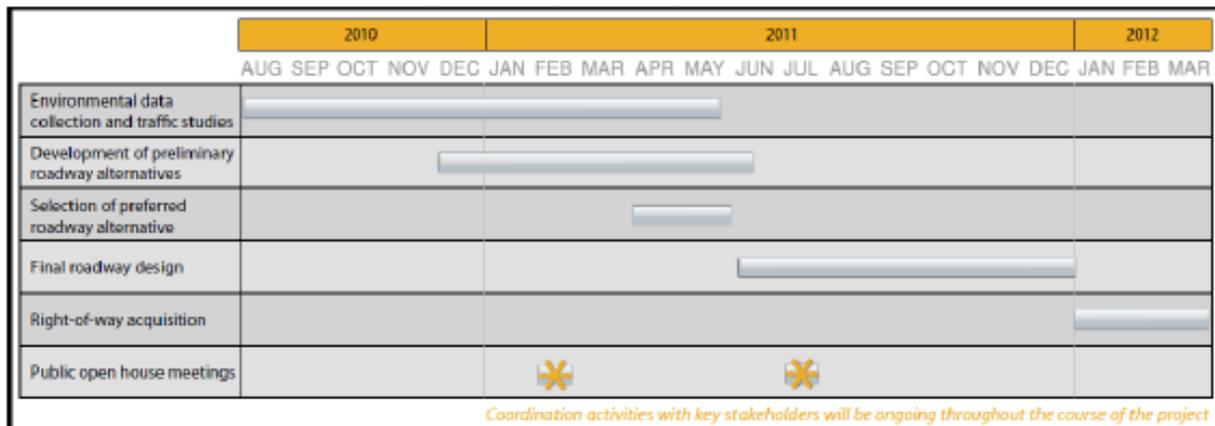


With the resolution of support in place for this type of project, the City began pursuing the funding necessary to build the Northwest Connector, which included obtaining the necessary funding to establish the route. On June 3, 2009, Provo City received notification that they were awarded funding from Mountainland Association of Governments (MAG) to begin work on setting the proposed route for the Northwest Connector (See [Mountainland Funding Letter – 3 June 2009](#)).

Provo City began the RFP process to select a consultant to clarify route selection and gain approval for the route. After adhering to the necessities of consultant selection, the Provo Engineering Department ultimately selected the Lochner Consulting Group to assist the City in establishing the design of the Northwest Connector.

The project schedule plan was put in place (See Figure 2).

Figure 2: Proposed Project Schedule



Following that Open House on July 14, 2011, there was an additional route proposed by a few of the property owners (See [Alignment Options – July 2011](#)). Some members of the public felt that a better route would be to continue up 3110 West to Center Street. Based on this newly proposed route a pros and cons list was developed to analyze the routes and they considered the number of relocations, feedback from property owners and tried to find the best route (See [Remaining Alternatives-Pros and Cons](#)). Following the Public Open House, the Daily Herald covered the event and offered some insight into the public engagement that took place (See [Daily Herald Article 20 July 2011](#)).

Figure 5: Proposed Lakeview Parkway Route, Including Impacted Parcels



Ultimately, Lochner completed the task of selecting a route for the Northwest Connector (See Figure 5). The Lakeview Parkway is set to be completed in the following three phases:

- Phase 1: Center Street south to Mike Jense Pkwy., full roadway section and trail.
- Phase 2: Center Street to 2000 North, full road grading and west side half roadway and trail completed, includes full-width bridge over the Provo River and 2000 North from Lakeview Parkway to Geneva Rd.
- Phase 3: Center Street to 2000 North, east side half roadway completed.

Currently, in the FY 2015-2016 Capital Improvement Plan, Phase 1 is scheduled to begin within the fiscal year at a cost of \$6.5 million. Phase #2 is scheduled in the 2018-2019 fiscal year at an estimated cost of \$26.5 million. There is no mention of Phase #3 in the CIP. The road design and path has been fully approved, the project simply needs funding to get underway.

Provo City (Redevelopment)

Staff Memorandum

Cityview Apartments

August 2, 2016

<p>Department Head David Walter 852-6167</p> <p>Presenter David Walter 852-6167</p> <p>Required Time for Presentation 15 Minutes</p> <p>Is This Time Sensitive Yes</p> <p>Case File # (if applicable) Not applicable</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">• Approve an Impact Fee Funding Agreement for Cityview apartments <p>Action Requested</p> <ul style="list-style-type: none">• Staff recommends that the City Council and the Governing Board of the Redevelopment Agency of Provo City approve the attached resolutions approving the Impact Fee Funding Agreement <p>Relevant City Policies</p> <ul style="list-style-type: none">• Pursue economic development initiatives• Eliminate blight• Enhance residential opportunities for citizens• Provide a vibrant downtown environment <p>Budget Impact</p> <ul style="list-style-type: none">• \$ 652,001, to be paid over time to the City of Provo through the collection of tax increment. <p>Description of this item</p> <ul style="list-style-type: none">• PEG Development, doing business as Templeview Partners LLC, has purchased the corner of University Avenue and 200 South from Utah County and from some private landowners. They plan to build a 159 unit apartment complex in this area, increasing the viability of downtown Provo as a desirable place to live.• PEG has submitted their plans and is finalizing their equity and debt relationships to build the complex. The
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parking for the proposed facility will be internal and they will build the ground floor to commercial standards but at this time they are anticipating all the space to be residential units.

- PEG has received the construction bids and they came in quite a bit higher than expected. As such they are requesting assistance from the Redevelopment Agency to help pay for the impact fees associated with this project. Specifically, PEG is asking the City of Provo to allow the tax increment financing generated from the project to be applied towards the impact fees for this project. They have agreed to pay any shortfall at the end of the tax increment period should the tax increment collected be deficient to pay the impact fees. The Memorandum of Understanding provides for that and gives the Community Development Department and the City Attorney sufficient consideration to consider the impact fees paid pursuant to Provo Municipal code 15.08.
- PEG has had discussions with both the Provo School District and the Utah County Commission about tax increment financing and both entities have been favorable. In addition, PEG is requesting if there is tax increment left over from the payment of the impact fees that they be allowed to reimburse themselves for their some of their other fees. The attached agreement confirms the arrangement with the City and Agency
- Staff recommends that the City Council and the Governing Board of the City of Provo approve the attached resolutions approving the Impact Fee Funding Agreement for Cityview apartments and authorizing the Mayor or his designee and the Chief Executive Officer or his designee to sign any other necessary documentation to facilitate this transaction.

1 RESOLUTION 2016-.

2
3 A RESOLUTION APPROVING AN IMPACT FEE FUNDING AGREEMENT
4 WITH THE REDEVELOPMENT AGENCY OF PROVO CITY
5 AUTHORIZING THE USE OF TAX INCREMENT IN THE SOUTH
6 DOWNTOWN COMMUNITY DEVELOPMENT PROJECT AREA. (16-099)
7

8 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo City
9 (the “City”) desire to approve and enter into the Impact Fee Funding Agreement attached hereto
10 as Exhibit A (the “Agreement”); and
11

12 WHEREAS, the Agreement provides that the City consents to the Agency utilizing
13 certain property tax increment from a portion of the South Downtown Community Development
14 Project Area (the “Project Area”) pursuant to Interlocal Agreements approved by the Agency on
15 June 21, 2016; and
16

17 WHEREAS, the City, in recognition of the disparate impacts new development can cause
18 and to ameliorate the financial effect to the City, has established impact fees as authorized by
19 Provo City Code 12.08.040 et seq; and
20

21 WHEREAS, Provo City Code generally requires that all impact fees be paid prior to the
22 issuance of any building permits; and
23

24 WHEREAS, PEG Development has submitted plans for the development of a 159-unit
25 apartment complex (the “Project”) to be constructed in a portion of the Project Area; and
26

27 WHEREAS, PEG Development is seeking assistance to develop the complex in
28 accordance with City standards and policies; and
29

30 WHEREAS, on May 19, 2016, Provo City and PEG Development entered into an
31 agreement allowing the payment of Project impact fees to be paid over time utilizing the tax
32 increment collected pursuant the Interlocal Agreements described above; and
33

34 WHEREAS, on August 2, 2016, and August 16, 2016, the Provo City Municipal Council
35 held a duly noticed public meeting to ascertain the facts regarding this matter, which facts are
36 found in the meeting record; and
37

38 WHEREAS, after considering the facts presented to the Municipal Council, the Council
39 finds (i) the Agreement attached hereto as Exhibit A should be approved; (ii) the Mayor, or his

40 designee, should be authorized to execute the Agreement; and (iii) said Agreement reasonably
41 furthers the health, safety and general welfare of the citizens of Provo.

42
43 NOW, THEREFORE, be it resolved by the Municipal Council Provo City, Utah, as
44 follows:

45
46 PART I:

47
48 1. The Impact Fee Funding Agreement between the Agency and the City attached hereto
49 as Exhibit A is hereby approved and the Mayor, or his designee, is authorized to execute the
50 Agreement, which may include non-substantive amendments to the Agreement to achieve proper
51 legal form.

52
53 2. The Impact Fee Funding Agreement shall be effective immediately upon execution.

54
55 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Impact Fee
56 Funding Agreement shall be submitted to legal counsel of the City for review and signature
57 indicating approval as to proper form and compliance with applicable law.

58
59 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
60 and the Impact Fee Funding Agreement shall be available at the principal place of business of
61 the City located at 351 West Center Street, Provo, Utah, during regular business hours for 30
62 days after the publication of the notice, if any, of this resolution and/or the Impact Fee Funding
63 Agreement pursuant to Section 11-13-219.

64
65 PART II:

66
67 This resolution shall take effect immediately.

68
69 END OF RESOLUTION.

Exhibit 1

Cityview Apartments Impact Fee Funding Agreement

THIS Impact Fee Funding Agreement (hereinafter "Agreement"), is entered into as of the ____ day of _____, 2016, by and between **the REDEVELOPMENT AGENCY of PROVO CITY CORPORATION**, a public body corporate and politic, (hereinafter "RDA"), and **PROVO CITY CORPORATION**, with offices at 351 W. Center St. Provo, UT 84601, (hereinafter "City"), with the intent of memorializing the use of the tax increment financing between the RDA and the City, as authorized by Utah Code §17C-1-202, and Provo City Code 2.10.130.

WHEREAS, the RDA has the ability to collect tax increment from cooperating taxing entities pursuant to procedures authorized in Utah Code §17C-1-101 et seq. as revised; and

WHEREAS, the City, in recognition of the disparate impacts new development can cause and to ameliorate the financial effect to the City, has established impact fees as authorized by Provo City Code 12.08.040 et seq.; and

WHEREAS, Provo City Code requires that the all impact fees be paid prior to the issuance of any building permits; and

WHEREAS, the RDA has established the South Downtown Community Development Project Area (the "Project Area"); and

WHEREAS, PEG Development has submitted plans for the development of a 159-unit apartment complex (the "Project") to be constructed in a portion of the Project Area: and

WHEREAS, PEG Development is seeking assistance to develop the complex in accordance with City standards and policies; and

WHEREAS, the RDA, on June 21, 2016 previously approved Interlocal Agreements with the affected taxing entities for the portion of the Project Area shown on Exhibit A; and

WHEREAS, the parties share the necessary and beneficial public purposes of urban renewal, redevelopment, economic development and community development in their respective spheres of operation;

NOW, THEREFORE, in consideration of the promises and services provided by the parties as set forth herein, the parties hereto do mutually agree as follows:

1. The RDA shall collect the tax increment from the development of the Project in accordance with the previously approved Interlocal agreements.
2. The RDA shall remit the tax increment collected to the City for the purpose of paying the Project's impact fees.

3. The City shall maintain an annual review of the tax increment collected and credited towards the Project's impact fee requirements. If at the end of twelve years, the tax increment is insufficient to cover the amount of impact fees required, the City shall notify the RDA who shall obtain the difference from PEG Development or its successor in interest.

4. This Agreement shall commence on the date listed above, and shall continue until modified or terminated, or until the relevant impact fees have been fully paid, whichever is earlier.

5. This Agreement is intended to be an integrated and complete agreement between the City and the RDA. No verbal agreements between any employees of the RDA and any employees of the City shall supersede this Agreement.

6. This Agreement may only be modified by written amendment. No oral agreement shall be sufficient to modify this Agreement.

7. This Agreement shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the forgoing instrument as of the day and year listed above.

ATTEST:

REDEVELOPMENT AGENCY
Of PROVO CITY CORPORATION

Chief Executive Officer

ATTEST:

PROVO CITY CORPORATION

Mayor

Cityview Apartments Impact Fee Funding Agreement

THIS Impact Fee Funding Agreement (hereinafter "Agreement"), is entered into as of the ____ day of _____, 2016, by and between **the REDEVELOPMENT AGENCY of PROVO CITY CORPORATION**, a public body corporate and politic, (hereinafter "RDA"), and **PROVO CITY CORPORATION**, with offices at 351 W. Center St. Provo, UT 84601, (hereinafter "City"), with the intent of memorializing the use of the tax increment financing between the RDA and the City, as authorized by Utah Code §17C-1-202, and Provo City Code 2.10.130.

WHEREAS, the RDA has the ability to collect tax increment from cooperating taxing entities pursuant to procedures authorized in Utah Code §17C-1-101 et seq. as revised; and

WHEREAS, the City, in recognition of the disparate impacts new development can cause and to ameliorate the financial effect to the City, has established impact fees as authorized by Provo City Code 12.08.040 et seq.; and

WHEREAS, Provo City Code requires that the all impact fees be paid prior to the issuance of any building permits; and

WHEREAS, the RDA has established the South Downtown Community Development Project Area (the "Project Area"); and

WHEREAS, PEG Development has submitted plans for the development of a 159-unit apartment complex (the "Project") to be constructed in a portion of the Project Area; and

WHEREAS, PEG Development is seeking assistance to develop the complex in accordance with City standards and policies; and

WHEREAS, the RDA, on June 21, 2016 previously approved Interlocal Agreements with the affected taxing entities for the portion of the Project Area shown on Exhibit A; and

WHEREAS, the parties share the necessary and beneficial public purposes of urban renewal, redevelopment, economic development and community development in their respective spheres of operation;

NOW, THEREFORE, in consideration of the promises and services provided by the parties as set forth herein, the parties hereto do mutually agree as follows:

1. The RDA shall collect the tax increment from the development of the Project in accordance with the previously approved Interlocal agreements.
2. The RDA shall remit the tax increment collected to the City for the purpose of paying the Project's impact fees.

3. The City shall maintain an annual review of the tax increment collected and credited towards the Project's impact fee requirements. If at the end of twelve years, the tax increment is insufficient to cover the amount of impact fees required, the City shall notify the RDA who shall obtain the difference from PEG Development or its successor in interest.

4. This Agreement shall commence on the date listed above, and shall continue until modified or terminated.

5. This Agreement is intended to be an integrated and complete agreement between the City and the RDA. No verbal agreements between any employees of the RDA and any employees of the City shall supersede this Agreement.

6. This Agreement may only be modified by written amendment. No oral agreement shall be sufficient to modify this Agreement.

7. This Agreement shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the forgoing instrument as of the day and year listed above.

ATTEST:

REDEVELOPMENT AGENCY
Of PROVO CITY CORPORATION

Chief Executive Officer

ATTEST:

PROVO CITY CORPORATION

Mayor

Resolution 2016-19

SHORT TITLE

A resolution approving a Memorandum of Understanding with PEG Development to provide for the payment of project related impact fees using Tax Increment generated from the development of the project.

PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

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

This resolution was passed by the Municipal Council of Provo City, on the 19th day of May, 2016, on a roll call vote as described above. Signed this _____.

Chair

Mayor

Resolution 2016-19

CITY RECORDER'S CERTIFICATE AND ATTEST

This resolution was recorded in the office of the Provo City Recorder on the

_____.

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Resolution Number 2016-19.

SEAL

Signed this _____

City Recorder

1 RESOLUTION 2016-19.

2
3 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
4 WITH PEG DEVELOPMENT TO PROVIDE FOR THE PAYMENT OF
5 PROJECT RELATED IMPACT FEES USING TAX INCREMENT
6 GENERATED FROM THE DEVELOPMENT OF THE PROJECT. (16-067)
7

8 WHEREAS, the Redevelopment Agency of Provo City Corporation ("Agency") created
9 the South Downtown Community Development Project Area to remove blight and to assist with
10 private development within the boundaries of the project area; and
11

12 WHEREAS, PEG Development, doing business as Templeview Partners, LLC, a Utah
13 Limited Liability Company, ("Developer") has planned for the construction of a multi-story
14 apartment complex of 159 units with associated amenities which is located within the South
15 Downtown Project Area; and
16

17 WHEREAS, Provo City Code Section 15.08.050 requires that all city impact fees be paid
18 prior to the issuance of a building permit; and
19

20 WHEREAS, Developer now intends to pursue tax increment financing for that portion of
21 the South Downtown Project Area located at the corner of University Avenue and 200 South
22 and further requests authorization from Provo City Corporation ("City") in allowing the tax
23 increment collected from this project to be utilized for the payment of the impact fees; and
24

25 WHEREAS, Developer further agrees to pay any remaining balance should the tax
26 increment not be sufficient to cover the impact fees required of this project; and
27

28 WHEREAS, Developer is willing to enter into a Memorandum of Understanding (MOU),
29 as shown in Exhibit A, with City for the payment of the impact fees; and
30

31 WHEREAS, on May 19, 2016, the Municipal Council held a duly noticed public
32 meeting to ascertain the facts regarding this matter, which facts are found in the meeting record;
33 and
34

35 WHEREAS, after considering the facts presented to the Municipal Council, the Council
36 finds that (i) the proposed Memorandum of Understanding authorizing the use of Tax Increment
37 Financing to pay impact fees should be approved, and (ii) such action furthers the health, safety,
38 and general welfare of the citizens of Provo City.
39

40 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City Corporation
41 as follows:
42

43 PART I:
44

45 The Municipal Council hereby approves the Memorandum of Understanding between the
46 City and Templeview Partners, LLC and authorizes the Mayor or his designee to sign the MOU

47 and any other documentation necessary for this deal.

48

49 PART II:

50

51 This resolution shall take effect immediately.

52

53 END OF RESOLUTION.

54

1 RESOLUTION 2016-.

2
3 A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE
4 REDEVELOPMENT AGENCY OF PROVO CITY AUTHORIZING THE USE
5 OF TAX INCREMENT IN THE AVIATION SERVICES COMMUNITY
6 DEVELOPMENT PROJECT AREA. (16-094)
7

8 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo City
9 (the “City”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit
10 1 (the “Agreement”); and
11

12 WHEREAS, the Agreement provides that the City consents to the Agency receiving
13 certain property tax increment from a portion of the Aviation Services Community Development
14 Project Area (the “Project Area”) attributable to the City’s tax levy and that such tax increment
15 be used to fund the Project Area and the Aviation Services Community Development Project
16 Area Plan (the “Plan”); and
17

18 WHEREAS, Section 11-13-202.5 of the Utah State Code, as amended, requires certain
19 interlocal agreements to be approved by resolution of the legislative body, governing board,
20 council or other governing body of a public agency; and
21

22 WHEREAS, on August 2, 2016, the Municipal Council held a duly noticed public
23 meeting to ascertain the facts regarding this matter, which facts and comments are found in the
24 hearing record; and
25

26 WHEREAS, on August 16, 2016, the Municipal Council held a duly noticed public
27 hearing to gather facts regarding this matter, and give opportunity for public comment; and
28

29 WHEREAS, all persons for and against the proposed Agreement were given an
30 opportunity to be heard; and
31

32 WHEREAS, after considering the facts presented to the Municipal Council, the Council
33 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Mayor, or his
34 designee, should be authorized to execute the Agreement; and (iii) said Agreement reasonably
35 furthers the health, safety and general welfare of the citizens of Provo.
36

37 NOW, THEREFORE, be it resolved by the Municipal Council Provo City, Utah, as
38 follows:
39

40 PART I:

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1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit 1 is hereby approved and the Mayor, or his designee, is authorized to execute the Agreement, which may include non-substantive amendments to the Agreement to achieve proper legal form.

2. The Interlocal Agreement shall be effective immediately upon execution.

3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law.

4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution and the Interlocal Agreement shall be available at the principal place of business of the City located at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

Exhibit 1

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the _____ day of _____
_____ 2016, by and between the REDEVELOPMENT AGENCY OF PROVO CITY (the
"Agency") and PROVO CITY (the "City"). The foregoing are sometimes referred to herein
individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated ("UCA"), has operated under the various applicable replacement acts, and currently continues to operate under the provisions of the extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title § 17C Chapters 1 through 5, UCA (2016) (the "Reinvestment Act"), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Reinvestment Act; and

WHEREAS, pursuant to the applicable law on January 6, 2009 the Agency has established the Aviation Services Community Development Project Area (the "Project Area") through adoption of the Aviation Services Community Development Project Area Plan, the boundaries of which are described in Exhibit "A"; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Reinvestment Act authorizes funding of community development project areas and plans, such as the Project Area and related Aviation Services Community Development Project Area Plan (the "Plan"), with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the City's tax levy, and the City is willing to consent that certain property tax increment from the Project Area attributable to the City's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Reinvestment Act authorizes a taxing entity to "consent to the Agency receiving the taxing entity's project area funds for the purpose of providing money to carry out a proposed or adopted community development project area plan"; and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing

entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, "for the purpose of providing funds to carry out" the Plan the City desires to consent that the Agency receive certain tax increment from the Project Area attributable to the City's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Reinvestment Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value: Payment of Tax Increment to Agency by Utah County (the "County"). This Agreement applies to the entire Project Area described in Exhibit "A" (the "Project Area" or "Tax Increment Collection Area"). The Parties agree that for purposes of calculation of the City's share of tax increment from the Tax Increment Collection Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately \$0. For the twenty-year period described in Section 2 below, the property tax revenues from the City's levy that are attributable to the base taxable value shall continue to be paid by Utah County to the City. A portion of the increase in the property tax revenues attributable to the City's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to City's tax levy on the base taxable value, or in other words a portion of the tax increment attributable to the City's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the twenty-year period provided and set forth in Section 2 below.

2. City's Consent. The City, pursuant to Section 17C-4-201 of the Reinvestment Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the twenty tax years consisting of tax years 2017 through 2036, shall receive and be paid 95% of the Tax Increment attributable to the City's tax levy, on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that any portion of the City's taxes resulting from an increase in the City's tax rate pursuant to the requirements of Utah Code Ann. § 59-2-919 and applicable hearing procedures, that occurs after the Effective Date (defined below) of this Agreement, or exceeding the total cumulative amount of \$1,933,288.00, as defined in paragraph 5.f. hereof, shall not be paid to the Agency. All tax

increment attributable to the City's tax levy for tax years beyond tax year 2036 or in excess of the total cumulative amount of \$1,933,288.00 shall be paid by Utah County to the City. The calculation of the annual Tax Increment to be paid by Utah County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60)(a), using the then current tax levy rate. The County shall pay directly to the Agency the Tax Increment in accordance with Utah Code Ann. § 17C-4-203 for the twenty-year period described above.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows :

a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2037.

f) Despite anything contained herein to the contrary, the total cumulative tax increment to be paid to the Agency hereunder shall not exceed \$1,933,288.00. Should that sum not be exceeded prior to the expiration date of December 31, 2037, then this Agreement shall expire on that date as provided herein. If the total cumulative amount paid to the Agency reaches \$1,933,288.00 prior to the termination date of December 31, 2037, then from and after that amount is paid to the Agency, the Agency's interest in the property tax attributable to the City's tax levy shall automatically cease and thereafter all of the taxes attributable to the City's tax levy, including any increment as defined herein shall be paid to the City.

g) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

7. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11- 13-219 of the Cooperation Act. The City agrees that the Agency may cause such notice to be published on the City's behalf in a joint publication.

8. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

10. Entire agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject

matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

12. Assignment. No Party may assign its rights, duties or obligations under this agreement without the prior written consent first being obtained from all Parties.

13. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202(3) of the Reinvestment Act).

ENTERED into as of the day and year first above written.

ATTEST:

REDEVELOPMENT AGENCY OF
PROVO CITY

By: _____

Chief Administrative Officer

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Provo City

ATTEST:

PROVO CITY

By: _____
City Recorder

Mayor

Attorney Review for City:

The undersigned, as attorney for Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

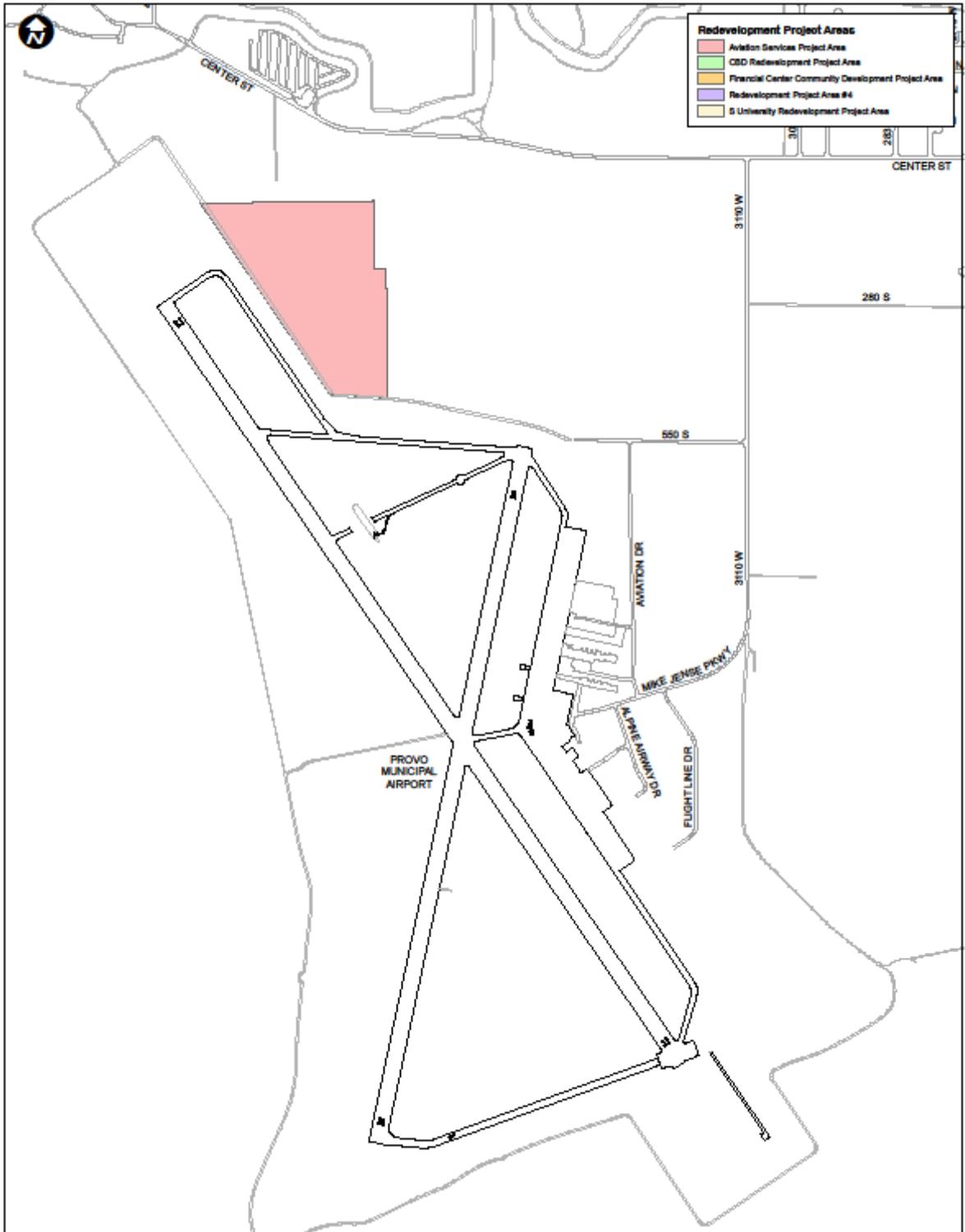
Attorney for Provo City

EXHIBIT "A"
Project Area Legal Description and Map

Beginning at a point in a fence line which is North 542.05 feet and West 4000.03 feet from the Southeast corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°21'30" East 262.29 feet along a fence; thence North 89°18'05" East 375.46 feet along a fence; thence North 89°43'20" East 59.13 feet along a fence to a found ½" rebar in a fence corner; thence South 00°10'27" East 632.68 feet; thence North 89°53'25" East 105.52 feet; thence South 00°08'29" East 187.44 feet, thence North 89°53'51" East 15.72 feet to a fence line; thence South 00°11'58" East 1011.83 feet along a fence; thence North 86°06'11" West 384.57 feet along a fence; thence North 81°28'03" West 39.39 feet along a fence; thence North 70°18'24" West 118.57 feet along a fence; thence North 33°59'15" West 490.11 feet along a fence; thence North 34°03'33" West 1612.76 feet along a fence; thence North 89°41'46" East 289.16 feet along a fence; thence North 89°23'31" East 358.67 feet along a fence; thence North 89°00'38" East 239.72 feet along a fence to the point of beginning.

Basis of bearing is grid North, Utah State Plane Coordinate System Central Zone.

Project Area contains 43.90 acres.





Redevelopment Project Areas

- Aviation Services Project Area
- CBD Redevelopment Project Area
- Financial Center Community Development Project Area
- Redevelopment Project Area #4
- S University Redevelopment Project Area

CENTER ST

CENTER ST

280 S

550 S

3110 W

3110 W

PROVO MUNICIPAL AIRPORT

AVIATION DR

MIKE JENSE PKWY

ALPINE AIRWAY DR

FLIGHT LINE DR

30

283

31

31

31

31

36

36

Provo City (Redevelopment)

Staff Memorandum

Duncan Aviation

July 7, 2016

<p>Department Head David Walter 852-6167</p> <p>Presenter David Walter 852-6167</p> <p>Required Time for Presentation 15 Minutes</p> <p>Is This Time Sensitive No</p> <p>Case File # (if applicable) Not applicable</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">• Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District <p>Action Requested</p> <ul style="list-style-type: none">• Staff recommends that the Redevelopment Agency Board approve the attached resolutions approving the proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District and authorizing the Chief Executive Officer to sign the proposed Interlocal Agreements <p>Relevant City Policies</p> <ul style="list-style-type: none">• Pursue economic development initiatives• Job Creation and Diversification <p>Budget Impact</p> <ul style="list-style-type: none">• Staff is estimating a Net Present Value of \$4,000,000 from the 20-year tax increment stream <p>Description of this item</p> <ul style="list-style-type: none">• Duncan Aviation is the world's largest privately owned business jet support facility. They provide maintenance, repair, and overhaul (MRO) for a variety of business jet aircraft. They have MRO facilities in Battle Creek, Michigan and Lincoln, Nebraska, where the company is headquartered. They also provide aircraft acquisition &
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sales, airframe & engine maintenance, avionics installations, interior & paint completions/modifications, avionics/instrument/accessory repairs & overhauls and parts support for Bombardier, Dassault, Textron, Gulfstream and Embraer manufactured aircraft. In addition they have over 20 satellite offices that help provide avionics and engine services for customers around the country.

- In 2007, Duncan made a decision to establish a MRO facility in the intermountain west region and embarked on an extensive search that included Provo airport. Duncan's site selection time vetted over 20 different locations and ultimately chose Provo as their desired location. Duncan felt that Provo as a community reflected Duncan's core values and was a good match for the company. Duncan executives negotiated with Provo officials for an incentive package to locate a MRO facility at Provo Airport. Duncan established a small facility at Provo Airport but due to the recession put further expansion plans on hold. With the improving economy, Duncan now feels ready to move forward with their operation in Provo.
- As part of Provo's commitment to Duncan, Provo agreed to the installation of a large concrete apron around the MRO facility and adopted the Aviation Services Community Development Project Area at the airport on 43 acres of property the Agency had purchased. Duncan will build their facilities in this project area.
- Duncan will invest approximately \$80,000,000 in two phases to construct and outfit hangers and paint booths at Provo Airport. They plan to hire 400-450 employees in phase one and an additional 200-250 employees in phase two. The average wage for these employees is expected to be \$28-30 an hour. These jobs will help provide long-term, stable employment for families in Utah County and in Provo.
- The cost to construct the concrete apron is estimated to be \$7,000,000. Provo's Economic Development department staff has obtained a grant for half of that cost from the Economic Development Administration. Staff is proposing to use the tax increment generated from the Duncan facility in the Aviation Services

	<p>Community Development Project Area to provide funding for the balance of the apron costs. Staff has estimated that the net present value of the tax increment stream to be approximately \$4,000,000.</p> <ul style="list-style-type: none"> ● Attached are four resolutions with accompanying Interlocal Agreements that allow for the Redevelopment Agency to capture a portion of the tax increment that will be generated by the Duncan construction and use it to help pay for the construction of the apron necessary for Duncan to operate. ● Staff recommends that the Redevelopment Agency Board approve the attached resolutions approving the proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District and authorizing the Chief Executive Officer to sign the proposed Interlocal Agreements.
<p>Attachments</p>	<p>Resolution approving the interlocal with Provo City Resolution approving the interlocal with Utah County Resolution approving the interlocal with Provo School District Resolution approving the interlocal with the Central Utah Water Conservancy District Map</p>

1 RESOLUTION 2016-RDA.
2

3 A RESOLUTION APPROVING INTERLOCAL AGREEMENTS WITH
4 PROVO CITY, PROVO SCHOOL DISTRICT, UTAH COUNTY, AND THE
5 CENTRAL UTAH WATER CONSERVANCY DISTRICT, RESPECTIVELY,
6 AUTHORIZING THE COLLECTION OF TAX INCREMENT TO
7 FACILITATE THE AVIATION SERVICES COMMUNITY DEVELOPMENT
8 PROJECT AREA. (16-095)
9

10 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) desires to
11 approve and enter into Interlocal Agreements with Provo City, Provo School District, Utah
12 County, and the Central Utah Water Conservancy District (the Taxing Entities), respectively,
13 attached hereto as Exhibits 1, 2, 3, and 4; and
14

15 WHEREAS, the Agreements provide that the Taxing Entities consent to the Agency
16 receiving certain property tax increment from a portion of the Aviation Services Community
17 Development Project Area (the “Project Area”) attributable to the Taxing Entities’ tax levy and
18 that such tax increment be used to fund the Project Area and the Aviation Services Community
19 Development Project Area Plan (the “Plan”); and
20

21 WHEREAS, Section 11-13-202.5 of the Utah State Code, as amended, requires certain
22 interlocal agreements to be approved by resolution of the legislative body, governing board,
23 council or other governing body of a public agency; and
24

25 WHEREAS, on August 2, 2016, the Governing Board of the Agency held a duly noticed
26 public meeting to ascertain the facts regarding this matter, which facts and comments are found
27 in the hearing record; and
28

29 WHEREAS, on August 16, 2016, the Governing Board of the Agency held a duly noticed
30 public hearing to ascertain the facts regarding the matter and allow for public comment; and
31

32 WHEREAS, all persons for and against the proposed Agreements were given an
33 opportunity to be heard; and
34

35 WHEREAS, after considering the facts presented to the Governing Board, the Agency
36 finds (i) the Agreement attached hereto as Exhibits 1, 2, 3, and 4 should be approved; (ii) the
37 Chief Executive Officer, or his designee, should be authorized to execute the Agreements; and
38 (iii) said Agreements reasonably furthers the health, safety and general welfare of the citizens of
39 Provo.
40

41 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
42 Agency of Provo City, Utah, as follows:

43
44 PART I:

45
46 1. The Interlocal Agreements between the Agency and the Taxing Entities attached here
47 to as Exhibits 1, 2, 3, and 4 are hereby approved and the Chief Executive Officer, or his
48 designee, is authorized to execute the Agreements, which may include non-substantive
49 amendments to the Agreements to achieve proper legal form.

50
51 2. The Interlocal Agreements shall be effective immediately upon execution.

52
53 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal
54 Agreements shall be submitted to legal counsel of the Agency for review and signature
55 indicating approval as to proper form and compliance with applicable law.

56
57 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
58 and the Interlocal Agreements shall be available at the principal place of business of the Agency
59 located at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after
60 the publication of the notice, if any, of this resolution and/or the Interlocal Agreements pursuant
61 to Section 11-13-219.

62
63 PART II:

64
65 This resolution shall take effect immediately.

66
67 END OF RESOLUTION.

Exhibit 1

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the _____ day of _____
_____ 2016, by and between the REDEVELOPMENT AGENCY OF PROVO CITY (the
"Agency") and PROVO CITY (the "City"). The foregoing are sometimes referred to herein
individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated ("UCA"), has operated under the various applicable replacement acts, and currently continues to operate under the provisions of the extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title § 17C Chapters 1 through 5, UCA (2016) (the "Reinvestment Act"), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Reinvestment Act; and

WHEREAS, pursuant to the applicable law on January 6, 2009 the Agency has established the Aviation Services Community Development Project Area (the "Project Area") through adoption of the Aviation Services Community Development Project Area Plan, the boundaries of which are described in Exhibit "A"; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Reinvestment Act authorizes funding of community development project areas and plans, such as the Project Area and related Aviation Services Community Development Project Area Plan (the "Plan"), with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the City's tax levy, and the City is willing to consent that certain property tax increment from the Project Area attributable to the City's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Reinvestment Act authorizes a taxing entity to "consent to the Agency receiving the taxing entity's project area funds for the purpose of providing money to carry out a proposed or adopted community development project area plan"; and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing

entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, "for the purpose of providing funds to carry out" the Plan the City desires to consent that the Agency receive certain tax increment from the Project Area attributable to the City's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Reinvestment Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value: Payment of Tax Increment to Agency by Utah County (the "County"). This Agreement applies to the entire Project Area described in Exhibit "A" (the "Project Area" or "Tax Increment Collection Area"). The Parties agree that for purposes of calculation of the City's share of tax increment from the Tax Increment Collection Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately \$0. For the twenty-year period described in Section 2 below, the property tax revenues from the City's levy that are attributable to the base taxable value shall continue to be paid by Utah County to the City. A portion of the increase in the property tax revenues attributable to the City's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to City's tax levy on the base taxable value, or in other words a portion of the tax increment attributable to the City's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the twenty-year period provided and set forth in Section 2 below.

2. City's Consent. The City, pursuant to Section 17C-4-201 of the Reinvestment Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the twenty tax years consisting of tax years 2017 through 2036, shall receive and be paid 95% of the Tax Increment attributable to the City's tax levy, on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that any portion of the City's taxes resulting from an increase in the City's tax rate pursuant to the requirements of Utah Code Ann. § 59-2-919 and applicable hearing procedures, that occurs after the Effective Date (defined below) of this Agreement, or exceeding the total cumulative amount of \$1,933,288.00, as defined in paragraph 5.f. hereof, shall not be paid to the Agency. All tax

increment attributable to the City's tax levy for tax years beyond tax year 2036 or in excess of the total cumulative amount of \$1,933,288.00 shall be paid by Utah County to the City. The calculation of the annual Tax Increment to be paid by Utah County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60)(a), using the then current tax levy rate. The County shall pay directly to the Agency the Tax Increment in accordance with Utah Code Ann. § 17C-4-203 for the twenty-year period described above.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows :

a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2037.

f) Despite anything contained herein to the contrary, the total cumulative tax increment to be paid to the Agency hereunder shall not exceed \$1,933,288.00. Should that sum not be exceeded prior to the expiration date of December 31, 2037, then this Agreement shall expire on that date as provided herein. If the total cumulative amount paid to the Agency reaches \$1,933,288.00 prior to the termination date of December 31, 2037, then from and after that amount is paid to the Agency, the Agency's interest in the property tax attributable to the City's tax levy shall automatically cease and thereafter all of the taxes attributable to the City's tax levy, including any increment as defined herein shall be paid to the City.

g) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

7. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11- 13-219 of the Cooperation Act. The City agrees that the Agency may cause such notice to be published on the City's behalf in a joint publication.

8. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

10. Entire agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject

matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

12. Assignment. No Party may assign its rights, duties or obligations under this agreement without the prior written consent first being obtained from all Parties.

13. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202(3) of the Reinvestment Act).

ENTERED into as of the day and year first above written.

ATTEST:

REDEVELOPMENT AGENCY OF
PROVO CITY

By: _____

Chief Administrative Officer

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Provo City

ATTEST:

PROVO CITY

By: _____
City Recorder

Mayor

Attorney Review for City:

The undersigned, as attorney for Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Provo City

EXHIBIT "A"
Project Area Legal Description and Map

Beginning at a point in a fence line which is North 542.05 feet and West 4000.03 feet from the Southeast corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°21'30" East 262.29 feet along a fence; thence North 89°18'05" East 375.46 feet along a fence; thence North 89°43'20" East 59.13 feet along a fence to a found ½" rebar in a fence corner; thence South 00°10'27" East 632.68 feet; thence North 89°53'25" East 105.52 feet; thence South 00°08'29" East 187.44 feet, thence North 89°53'51" East 15.72 feet to a fence line; thence South 00°11'58" East 1011.83 feet along a fence; thence North 86°06'11" West 384.57 feet along a fence; thence North 81°28'03" West 39.39 feet along a fence; thence North 70°18'24" West 118.57 feet along a fence; thence North 33°59'15" West 490.11 feet along a fence; thence North 34°03'33" West 1612.76 feet along a fence; thence North 89°41'46" East 289.16 feet along a fence; thence North 89°23'31" East 358.67 feet along a fence; thence North 89°00'38" East 239.72 feet along a fence to the point of beginning.

Basis of bearing is grid North, Utah State Plane Coordinate System Central Zone.

Project Area contains 43.90 acres.

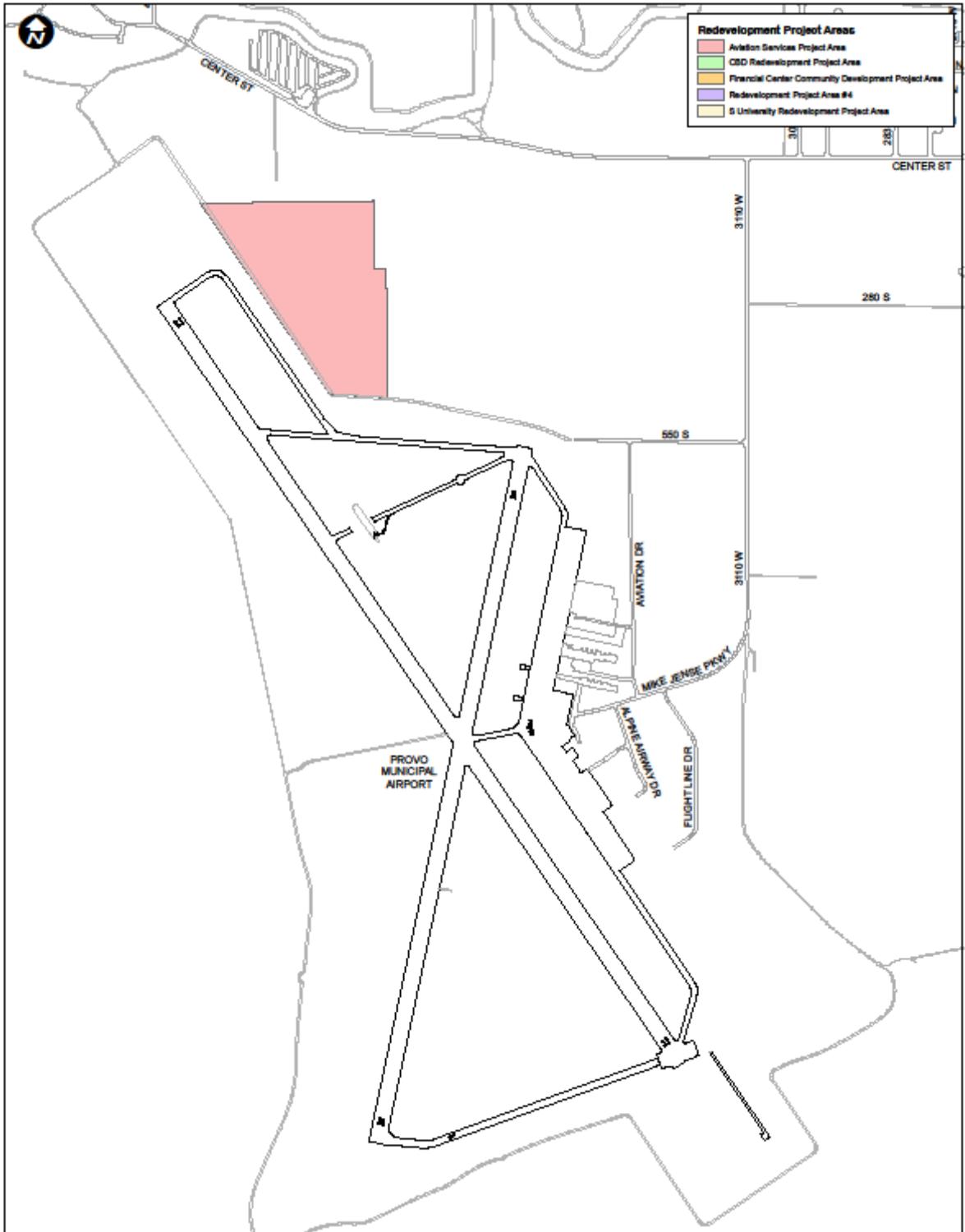


Exhibit 2

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the _____ day of _____
_____ 2016, by and between the REDEVELOPMENT AGENCY OF PROVO CITY (the
"Agency") and CENTRAL UTAH WATER CONSERVANCY DISTRICT (the "District"). The
foregoing are sometimes referred to herein individually as a "Party" and collectively as the
"Parties."

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated ("UCA"), has operated under the various applicable replacement acts, and currently continues to operate under the provisions of the extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title § 17C Chapters 1 through 5, UCA (2016) (the "Reinvestment Act"), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Reinvestment Act; and

WHEREAS, pursuant to applicable law on January 6, 2009 the Agency has established the Aviation Services Community Development Project Area (the "Project Area") through adoption of the Aviation Services Community Development Project Area Plan, the boundaries of which are described in Exhibit "A"; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Reinvestment Act authorizes funding of community development project areas and plans, such as the Project Area and related Aviation Services Community Development Project Area Plan (the "Plan"), with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the District's tax levy, and the District is willing to consent that certain property tax increment from the Project Area attributable to the District's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Reinvestment Act authorizes a taxing entity to "consent to the Agency receiving the taxing entity's project area funds for the purpose of providing money to carry out a proposed or adopted community development project area plan"; and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, "for the purpose of providing funds to carry out" the Plan the District desires to consent that the Agency receive certain tax increment from the Project Area attributable to the District's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Reinvestment Act. and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value: Payment of Tax Increment to Agency by Utah County (the "County"). This Agreement applies to the entire Project Area described in Exhibit "A" (the "Project Area" or "Tax Increment Collection Area"). The Project Area legal description and map are attached hereto as Exhibit "A". The Parties agree that for purposes of calculation of the District's share of tax increment from the Tax Increment Collection Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately \$0. For the twenty-year period described in Section 2 below, the property tax revenues from the District's levy that are attributable to the base taxable value shall continue to be paid by Utah County to the District. A portion of the increase in the property tax revenues attributable to the District's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to District's tax levy on the base taxable value, or in other words a portion of the tax increment attributable to the District's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the twenty-year period provided and set forth in Section 2 below.

2. District's Consent. The District, pursuant to Section 17C-4-201 of the Reinvestment Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the twenty tax years consisting of tax years 2017 through 2036, shall receive and be paid 95% of the Tax Increment attributable to the District's tax levy, on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that any portion of the District's taxes resulting from an increase in the District's tax rate pursuant to

the requirements of Utah Code Ann. § 59-2-919 and applicable hearing procedures, that occurs after the Effective Date (defined below) of this Agreement, or exceeding the total cumulative amount of \$496,501.00, as defined in paragraph 5.f. hereof, shall not be paid to the Agency. All tax increment attributable to the District's tax levy for tax years beyond tax year 2036 or in excess of the total cumulative amount of \$496,501.00 shall be paid by Utah County to the District. The calculation of the annual Tax Increment to be paid by Utah County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60)(a), using the then current tax levy rate. The County shall pay directly to the Agency the Tax Increment in accordance with Utah Code Ann. § 17C-4-203 for the twenty-year period described above.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement. the Parties agree as follows :

a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2037.

f) Despite anything contained herein to the contrary, the total cumulative tax increment to be paid to the Agency hereunder shall not exceed \$496,501.00. Should that sum not be exceeded prior to the expiration date of December 31, 2037, then this Agreement shall expire on that date as provided herein. If the total cumulative amount paid to the Agency reaches \$496,501.00 prior to the termination date of December 31, 2037, then from and after that amount is paid to the Agency, the Agency's interest in the property tax attributable to the District's tax levy shall automatically cease and thereafter all of the taxes attributable to the District's tax levy, including any increment as defined herein, shall be paid to the District.

g) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

7. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11- 13-219 of the Cooperation Act. The District agrees that the Agency may cause such notice to be published on the District's behalf in a joint publication.

8. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

10. Entire agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

12. Assignment. No Party may assign its rights, duties or obligations under this agreement without the prior written consent first being obtained from all Parties.

13. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202(3) of the Reinvestment Act).

ENTERED into as of the day and year first above written.

ATTEST:

REDEVELOPMENT AGENCY OF PROVO
CITY

By: _____

Chief Administrative Officer

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Provo City

ATTEST:

CENTRAL UTAH WATER

CONSERVANCY DISTRICT

By: _____
District Secretary Commissioner

Attorney Review for District:
The undersigned, as attorney for the Central Utah Water Conservancy District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law. ' .

Attorney for Central Utah Water Conservation District

EXHIBIT "A"
Project Area Legal Description and Map

Beginning at a point in a fence line which is North 542.05 feet and West 4000.03 feet from the Southeast corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°21'30" East 262.29 feet along a fence; thence North 89°18'05" East 375.46 feet along a fence; thence North 89°43'20" East 59.13 feet along a fence to a found ½" rebar in a fence corner; thence South 00°10'27" East 632.68 feet; thence North 89°53'25" East 105.52 feet; thence South 00°08'29" East 187.44 feet, thence North 89°53'51" East 15.72 feet to a fence line; thence South 00°11'58" East 1011.83 feet along a fence; thence North 86°06'11" West 384.57 feet along a fence; thence North 81°28'03" West 39.39 feet along a fence; thence North 70°18'24" West 118.57 feet along a fence; thence North 33°59'15" West 490.11 feet along a fence; thence North 34°03'33" West 1612.76 feet along a fence; thence North 89°41'46" East 289.16 feet along a fence; thence North 89°23'31" East 358.67 feet along a fence; thence North 89°00'38" East 239.72 feet along a fence to the point of beginning.

Basis of bearing is grid North, Utah State Plane Coordinate System Central Zone.

Project Area contains 43.90 acres.

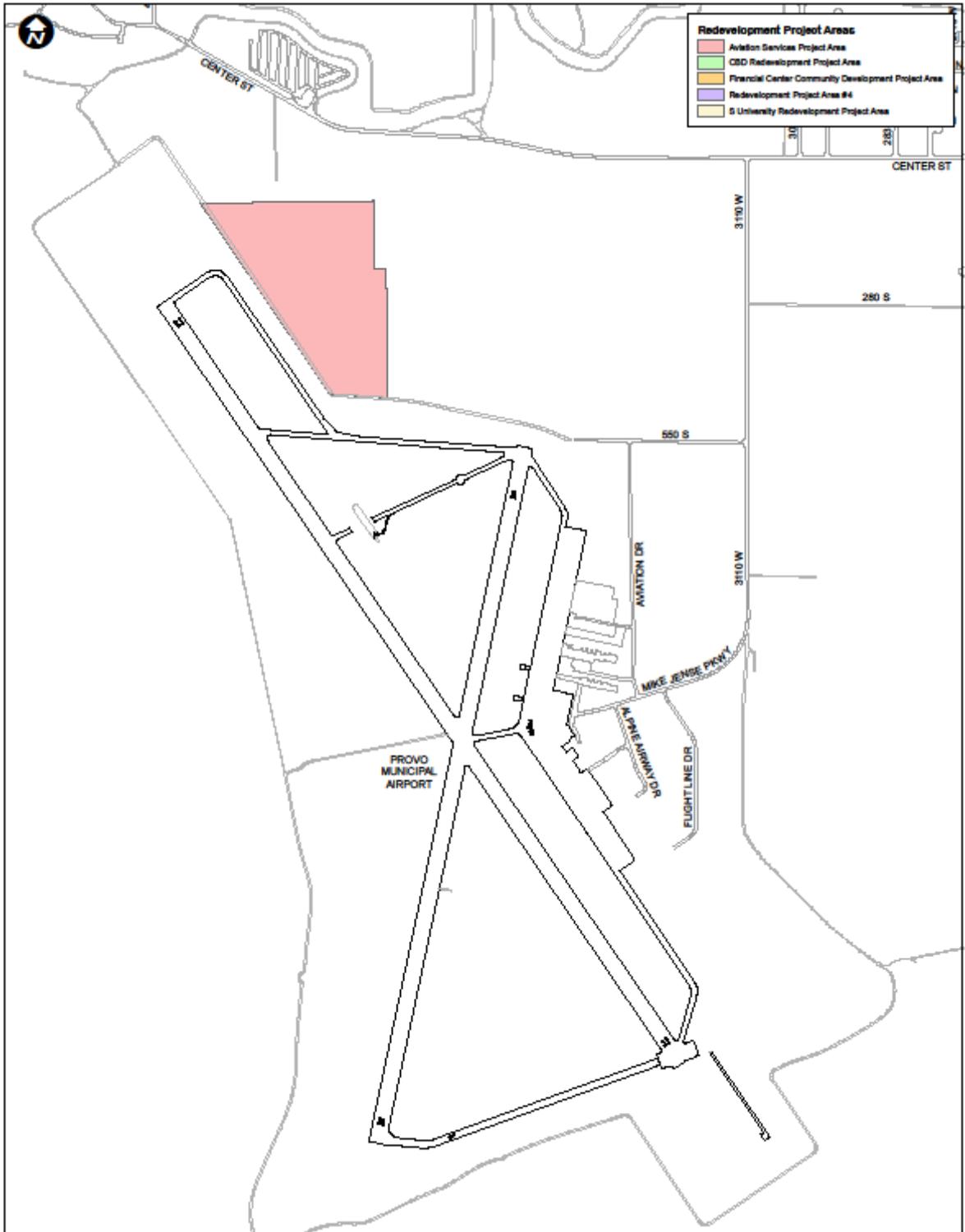


Exhibit 3

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the _____ day of _____
_____ 2016, by and between the REDEVELOPMENT AGENCY OF PROVO CITY (the
"Agency") and PROVO SCHOOL DISTRICT (the "District"). The foregoing are sometimes
referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated ("UCA"), has operated under the various applicable replacement acts, and currently continues to operate under the provisions of the extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title § 17C Chapters 1 through 5, UCA (2016) (the "Reinvestment Act"), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Reinvestment Act; and

WHEREAS, pursuant to the applicable law on January 6, 2009 the Agency has established the Aviation Services Community Development Project Area (the "Project Area") through adoption of the Aviation Services Community Development Project Area Plan, the boundaries of which are described in Exhibit "A"; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Reinvestment Act authorizes funding of community development project areas and plans, such as the Project Area and related Aviation Services Community Development Project Area Plan (the "Plan"), with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the District's tax levy, and the District is willing to consent that certain property tax increment from the Project Area attributable to the District's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Reinvestment Act authorizes a taxing entity to "consent to the Agency receiving the taxing entity's project area funds for the purpose of providing money to carry out a proposed or adopted community development project area plan"; and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing

entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, "for the purpose of providing funds to carry out" the Plan the District desires to consent that the Agency receive certain tax increment from the Project Area attributable to the District's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Reinvestment Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value: Payment of Tax Increment to Agency by Utah County (the "County"). This Agreement applies to the entire Project Area described in Exhibit "A" (the "Project Area" or "Tax Increment Collection Area"). The Project Area legal description and map are attached hereto as Exhibit "A". The Parties agree that for purposes of calculation of the District's share of tax increment from the Tax Increment Collection Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately \$0. For the fifteen-year period described in Section 2 below, the property tax revenues from the District's levy that are attributable to the base taxable value shall continue to be paid by Utah County to the District. A portion of the increase in the property tax revenues attributable to the District's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to District's tax levy on the base taxable value, or in other words a portion of the tax increment attributable to the District's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the fifteen-year period provided and set forth in Section 2 below.

2. District's Consent. The District, pursuant to Section 17C-4-201 of the Reinvestment Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the fifteen tax years consisting of tax years 2017 through 2031, shall receive and be paid 95% of the Tax Increment attributable to the District's tax levy, including both the basic levy and local levy, on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that any portion of the District's taxes resulting from an increase in the District's tax rate pursuant to the requirements of Utah Code Ann. § 59-2-919 and

applicable hearing procedures, that occurs after the Effective Date (defined below) of this Agreement, or exceeding the total cumulative amount of \$4,707,296.00, as defined in paragraph 5.f. hereof, shall not be paid to the Agency. All tax increment attributable to the District's tax levy for tax years beyond tax year 2031 or in excess of the total cumulative amount of \$4,707,296.00 shall be paid by Utah County to the District. The calculation of the annual Tax Increment to be paid by Utah County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60)(a), using the then current tax levy rate. The County shall pay directly to the Agency the Tax Increment in accordance with Utah Code Ann. § 17C-4-203 for the twenty-year period described above.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement. the Parties agree as follows :

a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Chair of the Agency is hereby designated as the administrator for all

purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2032.

f) Despite anything contained herein to the contrary, the total cumulative tax increment to be paid to the Agency hereunder shall not exceed \$4,707,296.00. Should that sum not be exceeded prior to the expiration date of December 31, 2032, then this Agreement shall expire on that date as provided herein. If the total cumulative amount paid to the Agency reaches \$4,707,296.00 prior to the termination date of December 31, 2032, then from and after that amount is paid to the Agency, the Agency's interest in the property tax attributable to the District's tax levy shall automatically cease and thereafter all of the taxes attributable to the District's tax levy, including any increment as defined herein shall be paid to the District.

g) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

7. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11- 13-219 of the Cooperation Act. The District agrees that the Agency may cause such notice to be published on the District's behalf in a joint publication.

8. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

10. Entire agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

12. Assignment. No Party may assign its rights, duties or obligations under this agreement without the prior written consent first being obtained from all Parties.

13. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202(3) of the Reinvestment Act).

ENTERED into as of the day and year first above written.

ATTEST:

REDEVELOPMENT AGENCY OF PROVO
CITY

By: _____

Chief Administrative Officer

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Provo City

ATTEST:

PROVO SCHOOL DISTRICT

By: _____
District Secretary

Superintendent

Attorney Review for District:

The undersigned, as attorney for Provo School District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Provo School District

EXHIBIT "A"
Project Area Legal Description and Map

Beginning at a point in a fence line which is North 542.05 feet and West 4000.03 feet from the Southeast corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°21'30" East 262.29 feet along a fence; thence North 89°18'05" East 375.46 feet along a fence; thence North 89°43'20" East 59.13 feet along a fence to a found ½" rebar in a fence corner; thence South 00°10'27" East 632.68 feet; thence North 89°53'25" East 105.52 feet; thence South 00°08'29" East 187.44 feet, thence North 89°53'51" East 15.72 feet to a fence line; thence South 00°11'58" East 1011.83 feet along a fence; thence North 86°06'11" West 384.57 feet along a fence; thence North 81°28'03" West 39.39 feet along a fence; thence North 70°18'24" West 118.57 feet along a fence; thence North 33°59'15" West 490.11 feet along a fence; thence North 34°03'33" West 1612.76 feet along a fence; thence North 89°41'46" East 289.16 feet along a fence; thence North 89°23'31" East 358.67 feet along a fence; thence North 89°00'38" East 239.72 feet along a fence to the point of beginning.

Basis of bearing is grid North, Utah State Plane Coordinate System Central Zone.

Project Area contains 43.90 acres.

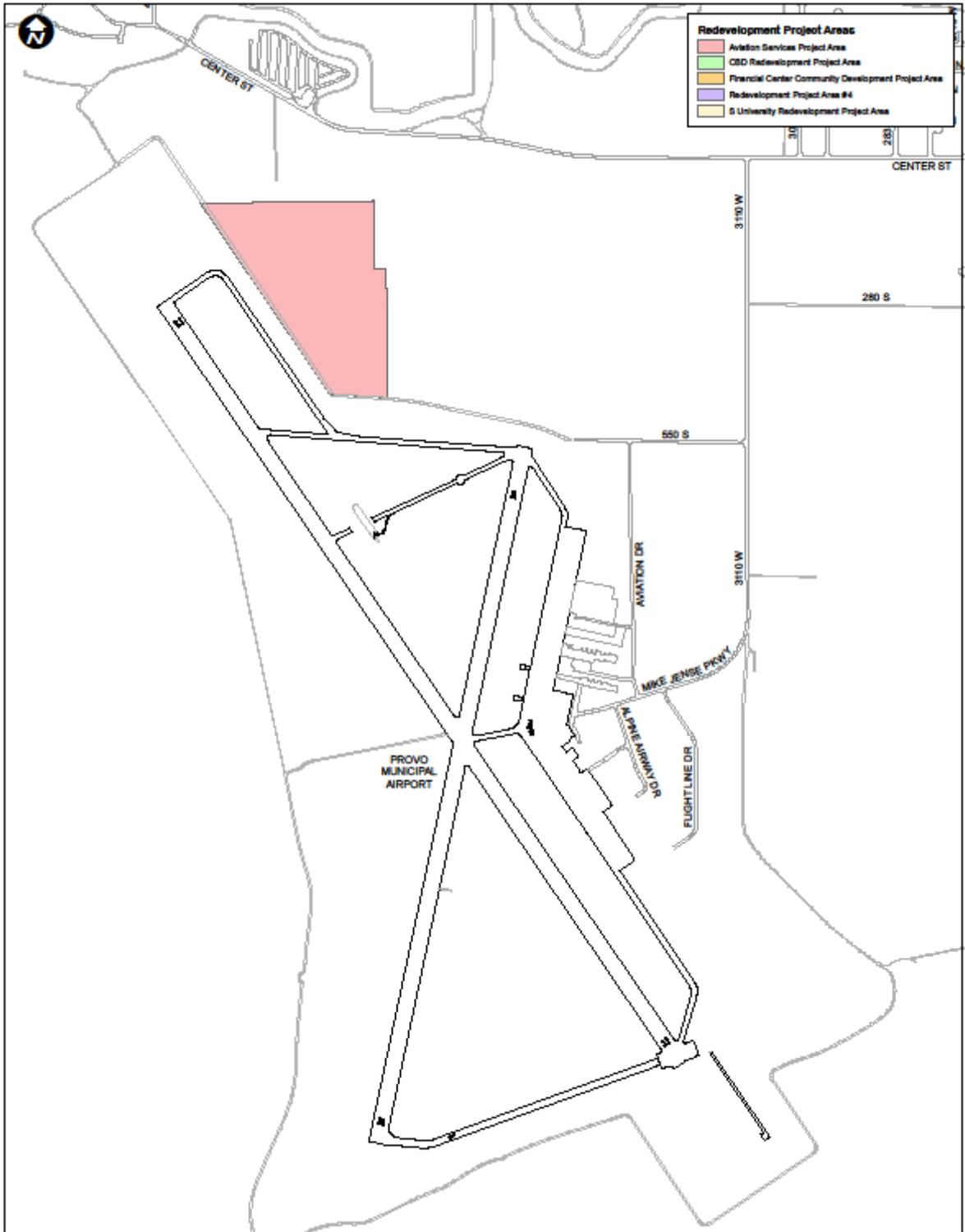


Exhibit 4

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the _____ day of _____
_____ 2016, by and between the REDEVELOPMENT AGENCY OF PROVO CITY (the
"Agency") and UTAH COUNTY (the "County"). The foregoing are sometimes referred to
herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated ("UCA"), has operated under the various applicable replacement acts, and currently continues to operate under the provisions of the extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title § 17C Chapters 1 through 5, UCA (2016 (the "Reinvestment Act"), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Reinvestment Act; and

WHEREAS, pursuant to the applicable law on January 6, 2009 the Agency has established the Aviation Services Community Development Project Area (the "Project Area") through adoption of the Aviation Services Community Development Project Area Plan, the boundaries of which are described in Exhibit "A"; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Reinvestment Act authorizes funding of community development project areas and plans, such as the Project Area and related Aviation Services Community Development Project Area Plan (the "Plan"), with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County's tax levy, and the County is willing to consent that certain property tax increment from the Project Area attributable to the County's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Reinvestment Act authorizes a taxing entity to "consent to the Agency receiving the taxing entity's project area funds for the purpose of providing money to carry out a proposed or adopted community development project area plan"; and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing

entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, "for the purpose of providing funds to carry out" the Plan the County desires to consent that the Agency receive certain tax increment from the Project Area attributable to the County's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Reinvestment Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value: Payment of Tax Increment to Agency by Utah County (the "County"). This Agreement applies to the entire Project Area described in Exhibit "A" (the "Project Area" or "Tax Increment Collection Area"). The Project Area legal description and map are attached hereto as Exhibit "A". The Parties agree that for purposes of calculation of the County's share of tax increment from the Tax Increment Collection Area to be paid by Utah County (as the collector of property taxes) to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately \$0. For the twenty-year period described in Section 2 below, the property tax revenues from the County's levy that are attributable to the base taxable value shall continue to be paid by Utah County to the County. A portion of the increase in the property tax revenues attributable to the County's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to County's tax levy on the base taxable value, or in other words a portion of the tax increment attributable to the County's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the twenty-year period provided and set forth in Section 2 below.

2. County's Consent. The County, pursuant to Section 17C-4-201 of the Reinvestment Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the twenty tax years consisting of tax years 2017 through 2036, shall receive and be paid 75% of the Tax Increment attributable to the County's tax levy, on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that any portion of the County's taxes resulting from an increase in the County's tax rate pursuant to the requirements of Utah Code Ann. § 59-2-919 and applicable hearing procedures, that

occurs after the Effective Date (defined below) of this Agreement, or exceeding the total cumulative amount of \$848,793.00, as defined in paragraph 5.f. hereof, shall not be paid to the Agency. All tax increment attributable to the County's tax levy for tax years beyond tax year 2036 or in excess of the total cumulative amount of \$848,793.00 shall be paid by Utah County to the County. The calculation of the annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60)(a), using the then current tax levy rate. The County shall pay directly to the Agency the Tax Increment in accordance with Utah Code Ann. § 17C-4-203 for the twenty-year period described above.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement. the Parties agree as follows :

a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Chair of the Agency is hereby designated as the administrator for all

purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2037.

f) Despite anything contained herein to the contrary, the total cumulative tax increment to be paid to the Agency hereunder shall not exceed \$848,793.00. Should that sum not be exceeded prior to the expiration date of December 31, 2037, then this Agreement shall expire on that date as provided herein. If the total cumulative amount paid to the Agency reaches \$848,793.00 prior to the termination date of December 31, 2037, then from and after that amount is paid to the Agency, the Agency's interest in the property tax attributable to the County's tax levy shall automatically cease and thereafter all of the taxes attributable to the County's tax levy, including any increment as defined herein shall be paid to the County.

g) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

7. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11- 13-219 of the Cooperation Act. The County agrees that the Agency may cause such notice to be published on the County's behalf in a joint publication.

8. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

10. Entire agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

12. Assignment. No Party may assign its rights, duties or obligations under this agreement without the prior written consent first being obtained from all Parties.

13. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202(3) of the Reinvestment Act).

ENTERED into as of the day and year first above written.

ATTEST:

REDEVELOPMENT AGENCY OF PROVO
CITY

By: _____

Chief Administrative Officer

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Provo City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Provo City

ATTEST:

UTAH COUNTY

By: _____
County Recorder Commissioner

Attorney Review for County:
The undersigned, as attorney for Utah County, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

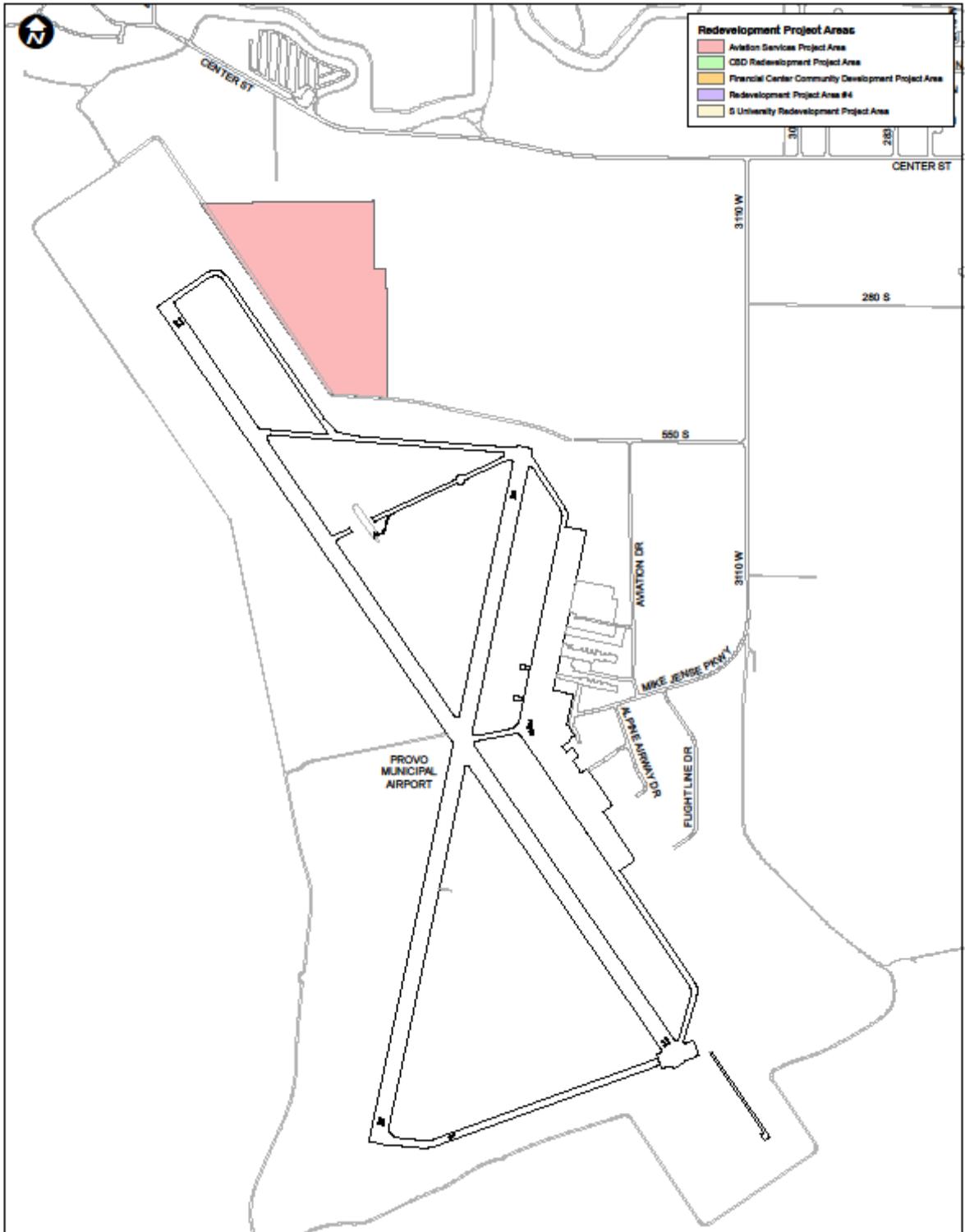
Attorney for Utah County

EXHIBIT "A"
Project Area Legal Description and Map

Beginning at a point in a fence line which is North 542.05 feet and West 4000.03 feet from the Southeast corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°21'30" East 262.29 feet along a fence; thence North 89°18'05" East 375.46 feet along a fence; thence North 89°43'20" East 59.13 feet along a fence to a found ½" rebar in a fence corner; thence South 00°10'27" East 632.68 feet; thence North 89°53'25" East 105.52 feet; thence South 00°08'29" East 187.44 feet, thence North 89°53'51" East 15.72 feet to a fence line; thence South 00°11'58" East 1011.83 feet along a fence; thence North 86°06'11" West 384.57 feet along a fence; thence North 81°28'03" West 39.39 feet along a fence; thence North 70°18'24" West 118.57 feet along a fence; thence North 33°59'15" West 490.11 feet along a fence; thence North 34°03'33" West 1612.76 feet along a fence; thence North 89°41'46" East 289.16 feet along a fence; thence North 89°23'31" East 358.67 feet along a fence; thence North 89°00'38" East 239.72 feet along a fence to the point of beginning.

Basis of bearing is grid North, Utah State Plane Coordinate System Central Zone.

Project Area contains 43.90 acres.





Redevelopment Project Areas

- Aviation Services Project Area
- CBD Redevelopment Project Area
- Financial Center Community Development Project Area
- Redevelopment Project Area #4
- S University Redevelopment Project Area

CENTER ST

CENTER ST

280 S

550 S

3110 W

3110 W

PROVO MUNICIPAL AIRPORT

AVIATION DR

MIKE JENSE PKWY

ALPINE AIRWAY DR

FLIGHT LINE DR

Provo City (Redevelopment)

Staff Memorandum

Cityview Apartments

August 2, 2016

<p>Department Head David Walter 852-6167</p> <p>Presenter David Walter 852-6167</p> <p>Required Time for Presentation 15 Minutes</p> <p>Is This Time Sensitive Yes</p> <p>Case File # (if applicable) Not applicable</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">• Approve an Impact Fee Funding Agreement for Cityview apartments <p>Action Requested</p> <ul style="list-style-type: none">• Staff recommends that the City Council and the Governing Board of the Redevelopment Agency of Provo City approve the attached resolutions approving the Impact Fee Funding Agreement <p>Relevant City Policies</p> <ul style="list-style-type: none">• Pursue economic development initiatives• Eliminate blight• Enhance residential opportunities for citizens• Provide a vibrant downtown environment <p>Budget Impact</p> <ul style="list-style-type: none">• \$ 652,001, to be paid over time to the City of Provo through the collection of tax increment. <p>Description of this item</p> <ul style="list-style-type: none">• PEG Development, doing business as Templeview Partners LLC, has purchased the corner of University Avenue and 200 South from Utah County and from some private landowners. They plan to build a 159 unit apartment complex in this area, increasing the viability of downtown Provo as a desirable place to live.• PEG has submitted their plans and is finalizing their equity and debt relationships to build the complex. The
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>parking for the proposed facility will be internal and they will build the ground floor to commercial standards but at this time they are anticipating all the space to be residential units.</p> <ul style="list-style-type: none">• PEG has received the construction bids and they came in quite a bit higher than expected. As such they are requesting assistance from the Redevelopment Agency to help pay for the impact fees associated with this project. Specifically, PEG is asking the City of Provo to allow the tax increment financing generated from the project to be applied towards the impact fees for this project. They have agreed to pay any shortfall at the end of the tax increment period should the tax increment collected be deficient to pay the impact fees. The Memorandum of Understanding provides for that and gives the Community Development Department and the City Attorney sufficient consideration to consider the impact fees paid pursuant to Provo Municipal code 15.08.• PEG has had discussions with both the Provo School District and the Utah County Commission about tax increment financing and both entities have been favorable. In addition, PEG is requesting if there is tax increment left over from the payment of the impact fees that they be allowed to reimburse themselves for their some of their other fees. The attached agreement confirms the arrangement with the City and Agency• Staff recommends that the City Council and the Governing Board of the City of Provo approve the attached resolutions approving the Impact Fee Funding Agreement for Cityview apartments and authorizing the Mayor or his designee and the Chief Executive Officer or his designee to sign any other necessary documentation to facilitate this transaction.

1 RESOLUTION 2016-.
2

3 A RESOLUTION OF THE GOVERNING BOARD OF THE
4 REDEVELOPMENT AGENCY OF PROVO CITY APPROVING AN IMPACT
5 FEE FUNDING AGREEMENT WITH PROVO CITY AUTHORIZING THE
6 USE OF TAX INCREMENT IN THE SOUTH DOWNTOWN COMMUNITY
7 DEVELOPMENT PROJECT AREA. (16-098)
8

9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo City
10 (the “City”) desire to approve and enter into the Impact Fee Funding Agreement attached hereto
11 as Exhibit A (the “Agreement”); and
12

13 WHEREAS, the Agreement provides that the City consents to the Agency utilizing
14 certain property tax increment from a portion of the South Downtown Community Development
15 Project Area (the “Project Area”) pursuant to Interlocal Agreements approved by the Agency on
16 June 21, 2016; and
17

18 WHEREAS, the City, in recognition of the disparate impacts new development can cause
19 and to ameliorate the financial effect to the City, has established impact fees as authorized by
20 Provo City Code 12.08.040 et seq; and
21

22 WHEREAS, Provo City Code generally requires that the all impact fees be paid prior to
23 the issuance of any building permits; and
24

25 WHEREAS, PEG Development has submitted plans for the development of a 159-unit
26 apartment complex (the “Project”) to be constructed in a portion of the Project Area; and
27

28 WHEREAS, PEG Development is seeking assistance to develop the complex in
29 accordance with City standards and policies; and
30

31 WHEREAS, on May 19, 2016, Provo City and PEG Development entered into an
32 agreement allowing the payment of Project impact fees to be paid over time utilizing the tax
33 increment collected pursuant the Interlocal Agreements described above; and
34

35 WHEREAS, on August 16, 2016, the Redevelopment Agency Governing Board held a
36 duly noticed public meeting to ascertain the facts regarding this matter, which facts are found in
37 the meeting record; and
38

39 WHEREAS, after considering the facts presented to the Governing Board, the Governing
40 Board finds (i) the Agreement attached hereto as Exhibit A should be approved; (ii) the Chief

41 Executive Officer, or his designee, should be authorized to execute the Agreement; and (iii) said
42 Agreement reasonably furthers the health, safety and general welfare of the citizens of Provo.

43

44 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
45 Agency of Provo City, Utah, as follows:

46

47 PART I:

48

49 1. The Impact Fee Funding Agreement between the Agency and the City attached here to
50 as Exhibit A is hereby approved and the Chief Executive Officer, or his designee, is authorized
51 to execute the Agreement, which may include non-substantive amendments to the Agreement to
52 achieve proper legal form.

53

54 2. The Impact Fee Funding Agreement shall be effective immediately upon execution.

55

56 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Impact Fee
57 Funding Agreement shall be submitted to legal counsel of the Agency for review and signature
58 indicating approval as to proper form and compliance with applicable law.

59

60 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
61 and the Impact Fee Funding Agreement shall be available at the principal place of business of the
62 Agency located at 351 West Center Street, Provo, Utah, during regular business hours for 30
63 days after the publication of the notice, if any, of this resolution and/or the Impact Fee Funding
64 Agreement pursuant to Section 11-13-219.

65

66 PART II:

67

68 This resolution shall take effect immediately.

69

70 END OF RESOLUTION.

Exhibit 1

Cityview Apartments Impact Fee Funding Agreement

THIS Impact Fee Funding Agreement (hereinafter "Agreement"), is entered into as of the ____ day of _____, 2016, by and between **the REDEVELOPMENT AGENCY of PROVO CITY CORPORATION**, a public body corporate and politic, (hereinafter "RDA"), and **PROVO CITY CORPORATION**, with offices at 351 W. Center St. Provo, UT 84601, (hereinafter "City"), with the intent of memorializing the use of the tax increment financing between the RDA and the City, as authorized by Utah Code §17C-1-202, and Provo City Code 2.10.130.

WHEREAS, the RDA has the ability to collect tax increment from cooperating taxing entities pursuant to procedures authorized in Utah Code §17C-1-101 et seq. as revised; and

WHEREAS, the City, in recognition of the disparate impacts new development can cause and to ameliorate the financial effect to the City, has established impact fees as authorized by Provo City Code 12.08.040 et seq.; and

WHEREAS, Provo City Code requires that the all impact fees be paid prior to the issuance of any building permits; and

WHEREAS, the RDA has established the South Downtown Community Development Project Area (the "Project Area"); and

WHEREAS, PEG Development has submitted plans for the development of a 159-unit apartment complex (the "Project") to be constructed in a portion of the Project Area: and

WHEREAS, PEG Development is seeking assistance to develop the complex in accordance with City standards and policies; and

WHEREAS, the RDA, on June 21, 2016 previously approved Interlocal Agreements with the affected taxing entities for the portion of the Project Area shown on Exhibit A; and

WHEREAS, the parties share the necessary and beneficial public purposes of urban renewal, redevelopment, economic development and community development in their respective spheres of operation;

NOW, THEREFORE, in consideration of the promises and services provided by the parties as set forth herein, the parties hereto do mutually agree as follows:

1. The RDA shall collect the tax increment from the development of the Project in accordance with the previously approved Interlocal agreements.
2. The RDA shall remit the tax increment collected to the City for the purpose of paying the Project's impact fees.

3. The City shall maintain an annual review of the tax increment collected and credited towards the Project's impact fee requirements. If at the end of twelve years, the tax increment is insufficient to cover the amount of impact fees required, the City shall notify the RDA who shall obtain the difference from PEG Development or its successor in interest.

4. This Agreement shall commence on the date listed above, and shall continue until modified or terminated, or until the relevant impact fees have been fully paid, whichever is earlier.

5. This Agreement is intended to be an integrated and complete agreement between the City and the RDA. No verbal agreements between any employees of the RDA and any employees of the City shall supersede this Agreement.

6. This Agreement may only be modified by written amendment. No oral agreement shall be sufficient to modify this Agreement.

7. This Agreement shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the forgoing instrument as of the day and year listed above.

ATTEST:

REDEVELOPMENT AGENCY
Of PROVO CITY CORPORATION

Chief Executive Officer

ATTEST:

PROVO CITY CORPORATION

Mayor

Cityview Apartments Impact Fee Funding Agreement

THIS Impact Fee Funding Agreement (hereinafter "Agreement"), is entered into as of the ____ day of _____, 2016, by and between **the REDEVELOPMENT AGENCY of PROVO CITY CORPORATION**, a public body corporate and politic, (hereinafter "RDA"), and **PROVO CITY CORPORATION**, with offices at 351 W. Center St. Provo, UT 84601, (hereinafter "City"), with the intent of memorializing the use of the tax increment financing between the RDA and the City, as authorized by Utah Code §17C-1-202, and Provo City Code 2.10.130.

WHEREAS, the RDA has the ability to collect tax increment from cooperating taxing entities pursuant to procedures authorized in Utah Code §17C-1-101 et seq. as revised; and

WHEREAS, the City, in recognition of the disparate impacts new development can cause and to ameliorate the financial effect to the City, has established impact fees as authorized by Provo City Code 12.08.040 et seq.; and

WHEREAS, Provo City Code requires that the all impact fees be paid prior to the issuance of any building permits; and

WHEREAS, the RDA has established the South Downtown Community Development Project Area (the "Project Area"); and

WHEREAS, PEG Development has submitted plans for the development of a 159-unit apartment complex (the "Project") to be constructed in a portion of the Project Area; and

WHEREAS, PEG Development is seeking assistance to develop the complex in accordance with City standards and policies; and

WHEREAS, the RDA, on June 21, 2016 previously approved Interlocal Agreements with the affected taxing entities for the portion of the Project Area shown on Exhibit A; and

WHEREAS, the parties share the necessary and beneficial public purposes of urban renewal, redevelopment, economic development and community development in their respective spheres of operation;

NOW, THEREFORE, in consideration of the promises and services provided by the parties as set forth herein, the parties hereto do mutually agree as follows:

1. The RDA shall collect the tax increment from the development of the Project in accordance with the previously approved Interlocal agreements.
2. The RDA shall remit the tax increment collected to the City for the purpose of paying the Project's impact fees.

3. The City shall maintain an annual review of the tax increment collected and credited towards the Project's impact fee requirements. If at the end of twelve years, the tax increment is insufficient to cover the amount of impact fees required, the City shall notify the RDA who shall obtain the difference from PEG Development or its successor in interest.

4. This Agreement shall commence on the date listed above, and shall continue until modified or terminated.

5. This Agreement is intended to be an integrated and complete agreement between the City and the RDA. No verbal agreements between any employees of the RDA and any employees of the City shall supersede this Agreement.

6. This Agreement may only be modified by written amendment. No oral agreement shall be sufficient to modify this Agreement.

7. This Agreement shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the forgoing instrument as of the day and year listed above.

ATTEST:

REDEVELOPMENT AGENCY
Of PROVO CITY CORPORATION

Chief Executive Officer

ATTEST:

PROVO CITY CORPORATION

Mayor

Resolution 2016-19

SHORT TITLE

A resolution approving a Memorandum of Understanding with PEG Development to provide for the payment of project related impact fees using Tax Increment generated from the development of the project.

PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

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

This resolution was passed by the Municipal Council of Provo City, on the 19th day of May, 2016, on a roll call vote as described above. Signed this _____.

Chair

Mayor

Resolution 2016-19

CITY RECORDER'S CERTIFICATE AND ATTEST

This resolution was recorded in the office of the Provo City Recorder on the

_____.

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Resolution Number 2016-19.

SEAL

Signed this _____

City Recorder

1 RESOLUTION 2016-19.

2
3 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
4 WITH PEG DEVELOPMENT TO PROVIDE FOR THE PAYMENT OF
5 PROJECT RELATED IMPACT FEES USING TAX INCREMENT
6 GENERATED FROM THE DEVELOPMENT OF THE PROJECT. (16-067)
7

8 WHEREAS, the Redevelopment Agency of Provo City Corporation ("Agency") created
9 the South Downtown Community Development Project Area to remove blight and to assist with
10 private development within the boundaries of the project area; and
11

12 WHEREAS, PEG Development, doing business as Templeview Partners, LLC, a Utah
13 Limited Liability Company, ("Developer") has planned for the construction of a multi-story
14 apartment complex of 159 units with associated amenities which is located within the South
15 Downtown Project Area; and
16

17 WHEREAS, Provo City Code Section 15.08.050 requires that all city impact fees be paid
18 prior to the issuance of a building permit; and
19

20 WHEREAS, Developer now intends to pursue tax increment financing for that portion of
21 the South Downtown Project Area located at the corner of University Avenue and 200 South
22 and further requests authorization from Provo City Corporation ("City") in allowing the tax
23 increment collected from this project to be utilized for the payment of the impact fees; and
24

25 WHEREAS, Developer further agrees to pay any remaining balance should the tax
26 increment not be sufficient to cover the impact fees required of this project; and
27

28 WHEREAS, Developer is willing to enter into a Memorandum of Understanding (MOU),
29 as shown in Exhibit A, with City for the payment of the impact fees; and
30

31 WHEREAS, on May 19, 2016, the Municipal Council held a duly noticed public
32 meeting to ascertain the facts regarding this matter, which facts are found in the meeting record;
33 and
34

35 WHEREAS, after considering the facts presented to the Municipal Council, the Council
36 finds that (i) the proposed Memorandum of Understanding authorizing the use of Tax Increment
37 Financing to pay impact fees should be approved, and (ii) such action furthers the health, safety,
38 and general welfare of the citizens of Provo City.
39

40 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City Corporation
41 as follows:
42

43 PART I:
44

45 The Municipal Council hereby approves the Memorandum of Understanding between the
46 City and Templeview Partners, LLC and authorizes the Mayor or his designee to sign the MOU

47 and any other documentation necessary for this deal.

48

49 PART II:

50

51 This resolution shall take effect immediately.

52

53 END OF RESOLUTION.

54

41 A. If a provision of this ordinance conflicts with a provision of a previously adopted
42 ordinance, this ordinance shall prevail.

43

44 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
45 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
46 invalid, the remainder of the ordinance shall not be affected thereby.

47

48 C. The Municipal Council hereby directs that the official copy of the Zone Map of Provo
49 City, Utah be updated and codified to reflect the provisions enacted by this ordinance.

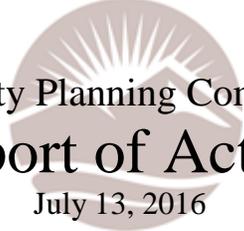
50

51 D. Except as otherwise stated in Part II, this ordinance shall take effect immediately after it
52 has been posted or published in accordance with Utah Code 10-3-711, presented to the
53 Mayor in accordance with Utah Code 10-3b-204, and recorded in accordance with Utah
54 Code 10-3-713.

55

56 END OF ORDINANCE.

57



Provo City Planning Commission

Report of Action

July 13, 2016

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.25 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 51-lot single-family subdivision. *Sunset Neighborhood*. 15-0014R, Robert Mills, 801-852-6407

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 13, 2016:

RECOMMENDATION

On a vote of 4:0, the Planning Commission recommended that the Municipal Council approve the above noted application with the following conditions of approval

Conditions of Approval:

1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

Motion By: Deborah Jensen

Second By: Ed Jones

Votes in Favor of Motion: Deborah Jensen, Ed Jones, Ross Flom, and Jamin Rowan

Ross Flom was present as Chair. Kermit McKinney, Maria Winden, and Brian Smith were excused.

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

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the R1.8 Zone is described in the attached 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. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- The property proposed to be rezoned is designated as Residential on the General Plan.
- The site will not be contiguous to any other Residential Zones, but is consistent with the General Plan.
- The applicant has worked through several infrastructure issues with the Public Works Department.
- The proposed development will have a density of approximately 3.3 units per acre, which is well below the maximum 4 units per acre.

CITY DEPARTMENTAL ISSUES

- Traffic study was required and conducted. The findings of the traffic study suggested the proposed development will not have a significant negative effect on area traffic.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on February 3, 2016, and June 9, 2016.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood Chair was present /addressed the Planning Commission during the public hearing.
- The Neighborhood Chair was extremely concerned about the potential impact to 1600 West. He felt that the existing road is not sufficiently improved to handle the increase in traffic and the increase in future traffic as the area develops.
- He was also very concerned about the fact that no sidewalk exists along 1600 West and the proposed development will increase the number of children walking to school on 1600 West.

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:

- Eleven members of the neighborhood offered public testimony. They were primarily concerned with the impacts the proposed development will have on traffic on 1600 West. They were not opposed to the specific development, but they felt that the existing pavement width on 1600 was too narrow and offered no place for children to safely walk to Sunset Elementary School, located north of the subdivision.
- Other comments from the community included the concern about inadequate sewer systems and the loss of the agricultural feel of the neighborhood.

APPLICANT RESPONSE

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

- The applicant explained that the proposed project will allow the development of 50 new homes and will retain one existing home for a total of 51 lots.
- The proposed project will include the improvement of 1600 West along the frontage of the development and improvement of 890 South along the frontage of the property.
- Infrastructure improvements will include additional storm drain systems that will extend along 1600 West to the new Lake View Parkway.
- The applicant also provided a proposed road improvement to 1600 West that would make walking along it safer. The applicant would provide cash to fund the improvements and the Public Works Department would implement the improvements.

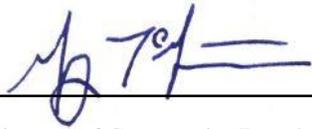
PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Rowan expressed concern regarding the perceived differences between the findings of the traffic report and the "lived experience" of the neighborhood residents. He asked David Day from the Public Works Department to respond to that. Mr. Day explained that each road has an inherent traffic capacity. The existing structure of 1600 West would allow for a significant increase in the peak trips per day before it would affect the integrity and safety of the road. He explained that while there may be a perceived difference by those living there, the engineering metrics show differently.
- Commissioner Jensen noted that while it is difficult to see change especially in agricultural areas, the changes should be directed by the General Plan. In this case the General Plan has designated the proposed site as Residential and the application is consistent with that.
- Commissioner Jones explained that he could sympathize with the situation because his current home was once part of an orchard and that gave way to a residential subdivision. However, he understood that the applicant had met all the requirements to proceed with the zone change process and it would be wrong to disallow that.



Planning Commission Chair



Director of Community Development

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 Community Development Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

QUIT-CLAIM DEED

Ronald A. Mooney, as an individual, and Ronald A. Mooney, as Trustee of the Deon Penrod Mooney Revocable Trust, and Deanne Mooney Kallas
grantor of County of **Utah**, State of Utah, hereby QUIT-CLAIM to
Deanne Mooney Kallas

grantee of **55 South 800 West, Orem, UT 84058**

for the sum of **Ten Dollars and other good and Valuable considerations**
the following described tract(s) of land in **Utah** County, State of Utah;

Beginning at a point on the east fenced right-of-way line of 1600 West Street, Provo, Utah, which beginning point is further described as being South 88° 54' 59" West along the section line 745.29 feet and North 942.74 feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 00° 21' 43" East along said street line 87.16 feet; thence North 89° 42' 35" East 362.19 feet; thence North 00° 21' 43" East 140.56 feet to a fenced boundary line; thence along said fenced boundary line North 83° 19' 45" East 298.51 feet; thence along an old boundary fence line South 00° 25' 42" East 220.81 feet; thence South 82° 05' 47" West 302.54 feet; thence South 89° 42' 35" West 362.19 feet to the point of beginning.

SUBJECT TO easements, rights of way and restrictions of record.

Note: It is the intent of this deed to replace Warranty Deed recorded April 19, 2006 as Entry No. 46918 which had errors in the legal description and the acknowledgement.

TAX SERIAL NO. 21:040:0056 and 21:040:0085

Witness the hand of said grantor, this 17th day of May, 2006.

Ronald A. Mooney

Ronald A. Mooney, as an individual
Ronald A. Mooney Trustee

Ronald A. Mooney, as Trustee
Deanne Mooney Kallas

Deanne Mooney Kallas

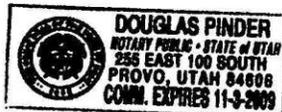
STATE OF UTAH, COUNTY OF UTAH, ss:

On this 17th day of May, 2006, personally appeared before me **Ronald A. Mooney, as an individual, and Ronald A. Mooney, as Trustee of the Deon Penrod Mooney Revocable Trust, and Deanne Mooney Kallas** proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

Douglas Pinder

Notary Public

Commission expires:
Residing in:



WHEN RECORDED, MAIL TO:



ENT 61450:2011 PG 1 of 1
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Aug 31 1:47 pm FEE 12.00 BY ED
RECORDED FOR MOONEY, RONALD

Order # 200
Tax #

WARRANTY DEED

RONALD A. MOONEY
of Provo, County of Utah, State of UTAH, hereby
CONVEY AND WARRANT to grantor

RONALD A. MOONEY and DEANNE M. KALLAS,
As Joint Tenants

of 1003 South 1600 West, Provo, Utah 84601 grantee
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS for the sum of
DOLLARS

the following described tract of land in County,
State of Utah:

Beginning at a point on the East fenced right-of-way line of
1600 West Street, Provo, Utah, which beginning point is further
described as being South 88° 54' 59" West along the Section Line
744.11 feet and North 1129.88 feet from the South Quarter Corner
of Section 11, Township 7 South, Range 2 East, Salt Lake Base
and Meridian; thence along a fenced boundary line North 83° 19'
45" East 364.91 feet; thence South 00° 21' 43" West 140.56 feet;
thence South 89° 42' 35" West 362.19 feet to the East fenced
right of way of said 1600 West Street; thence along said street
line North 00° 21' 43" East 100.00 feet to the point of beginning.

Subject to easements, rights of way and restrictions of record.

Witness the hand of said grantor, this 31st day of
August, A.D. 2011

Ronald A. Mooney

RONALD A. MOONEY

Signed in the presence of

STATE of UTAH
County of Utah } ss.

On the 31st day of August A.D. 2011

RONALD A. MOONEY

personally appeared before me
The signer of the foregoing instrument, who duly acknowledged to me
that he executed the same.

My Commission Expires 6-5-12

Address *Rex Gallows*
Notary Public



ENT 131104 BK 5306 PG 526
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Dec 22 11:36 am FEE 14.00 BY SS
RECORDED FOR LISA PRESTWICH

When Recorded, Mail To: Lisa D. Prestwich, 70 E. 850 S., Orem, UT 84058

(CORRECTED 12/22/99)

PERSONAL REPRESENTATIVE'S DEED

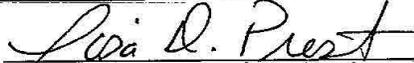
THIS DEED, made by LISA D. PRESTWICH, as Personal Representative of the estate of GERALD DURRANT, deceased, Grantor of Orem, County of Utah, State of Utah, to

LISA D. PRESTWICH, RICHARD L. DURRANT, LYNN S. DURRANT,
JERRY D. DURRANT, MARC G. DURRANT, and LINDA D. BROWN as
Tenants in Common,

Grantees of the County of Utah, State of Utah. WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number 993400380 in the Fourth Judicial District Court of Utah County, Utah; THEREFORE, for valuable consideration received, Grantor hereby Quit Claims, Transfers and Conveys to Grantee the following described tract of land in Utah County, State of Utah:

BEGINNING 12.27 CHAINS SOUTH OF THE CENTER OF SECTION 11,
TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;
THENCE SOUTH 89°45' EAST 0.47 CHAINS; THENCE SOUTH 0°45'
WEST 14.44 CHAINS, THENCE SOUTH 82° WEST 1.51 CHAINS;
THENCE NORTH 1°10' EAST 14.50 CHAINS; THENCE SOUTH 89°27'
EAST 0.92 CHAINS; MORE OR LESS, TO THE QUARTER SECTION
LINE; THENCE NORTH 0.16 CHAINS TO THE POINT OF BEGINNING.

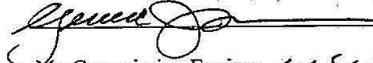
EXECUTED this 22 day of December, A.D. 1999



LISA D. PRESTWICH, Personal Representative of
the estate of Gerald Durrant of Orem, Utah,
deceased.

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 22 day of December, A.D. 1999 Personally appeared before me LISA D. PRESTWICH as personal representative of the estate of Gerald Durrant, and as the signer of the within instrument, who duly acknowledged to me that she executed the same.

Residing Provo Utah _____
 (Notary Public),
My Commission Expires 1-15-2003.


Notary Public
GERALD J. LALLATIN
226 W. 2230 N. Ste. 100
Provo, Utah 84604
My Commission Expires
January 15, 2003
State of Utah



**Planning Commission
Staff Report Rezone
Hearing Date: July 13, 2016**

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.55 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 50-lot single-family subdivision. **Sunset Neighborhood.** 15-0014R, Robert Mills, 801-852-6407

Applicant: Monterey-Ellis, LLC
Staff Coordinator: Robert Mills
Property Owners: Edward and Deedra Scott; Ronald Mooney; Deanne Kallas
Parcel ID#: 210400080, 210400089, 210400086, and 210430002
Current Zone: AG1.1
Proposed Zone: R1.8
General Plan Des.: Residential
Acreage: 15.5
Number of Properties: 4
Number of Lots: 4
Development Agreement Proffered: No.
Council Action Required: Yes.

Current Legal Use: Agricultural Land
Relevant History: There is one existing home on one of the properties which was constructed in 1955. That dwelling will remain.
Neighborhood Issues: A neighborhood meeting was held in February of 2016. The neighborhood was generally comfortable with the type of development and the proposed density. The major concern was the expansion of 1600 West.
Summary of Key Issues:
1. The proposed zone change is consistent with the General Plan designation for the area.
2. In the CRC Process, several concerns regarding infrastructure were raised; however those issues have been adequately resolved.

ALTERNATIVE ACTIONS

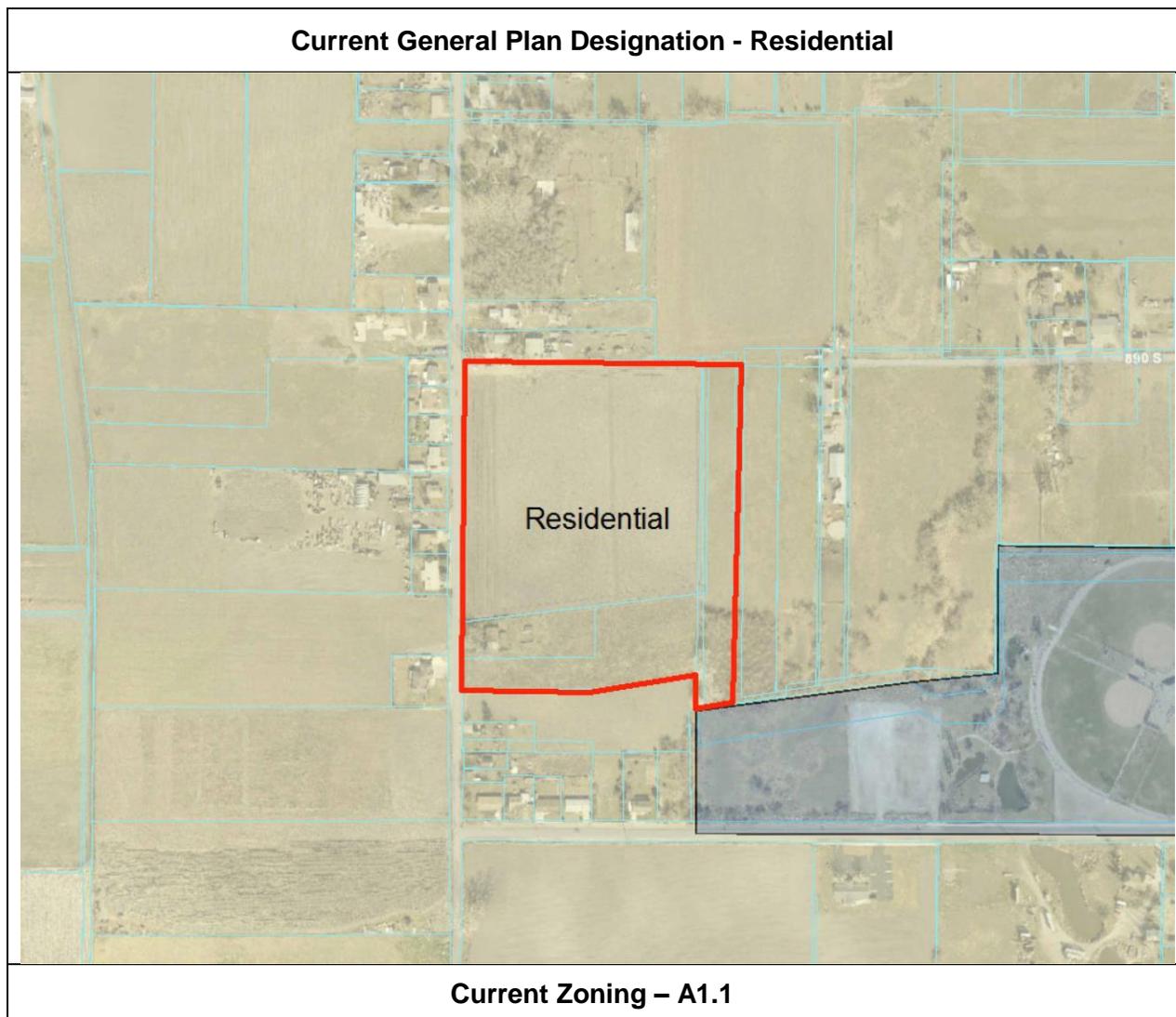
1. **Recommend Approval** of the proposed rezoning, as presented in the Staff Report or with changes. *This action would be consistent with the recommendation of the Staff Report. Any changes should be stated with the motion.*
2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is July 27, 2016, 5:30 p.m.*
3. **Recommend Denial** of the proposed rezoning. *This would be a change from the Staff recommendation; the Planning Commission should state new findings*

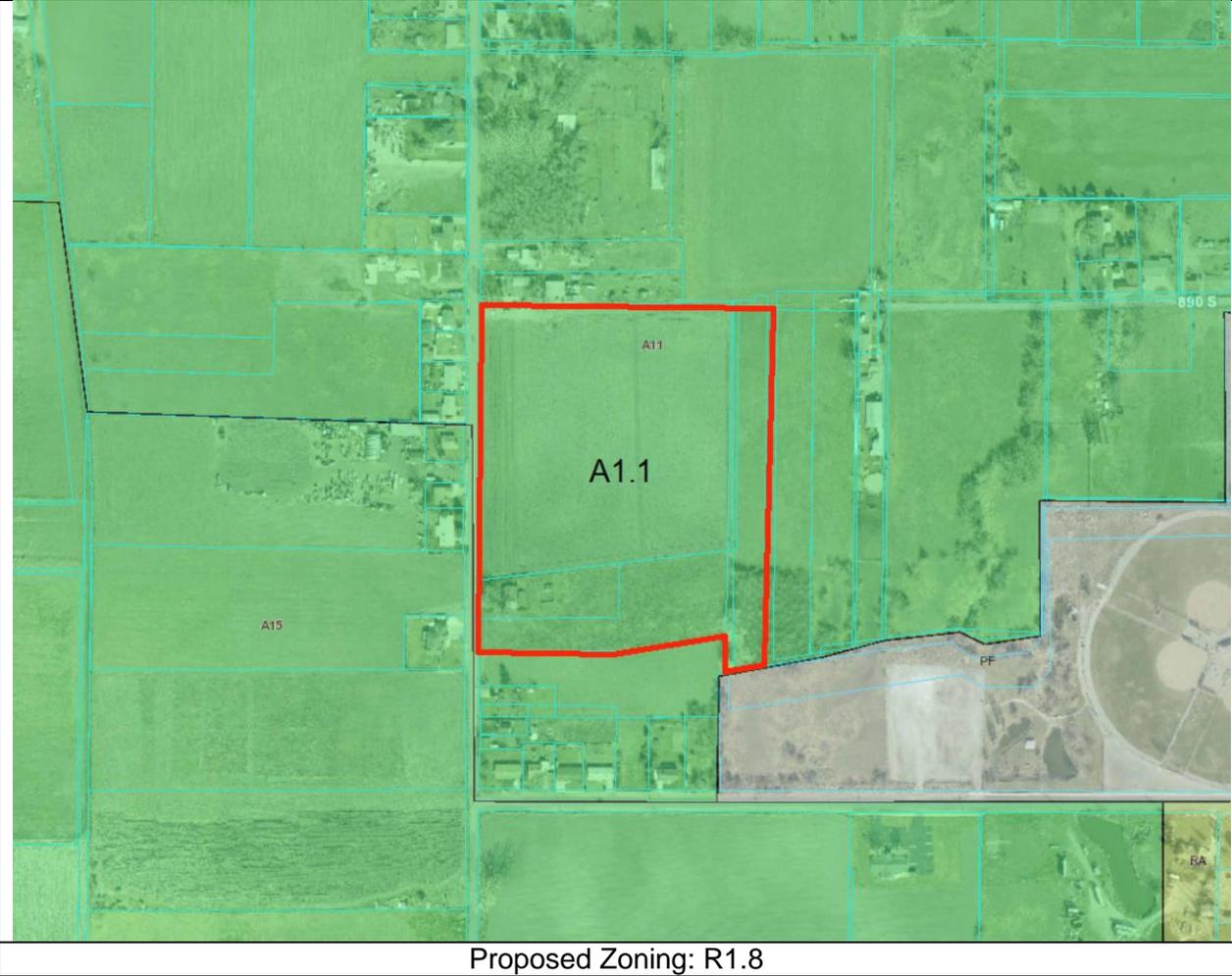
Staff Recommendation: Staff recommends that the Planning Commission forward a positive recommendation to the Municipal Council to adopt the proposed zone change with the following recommendations:
1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

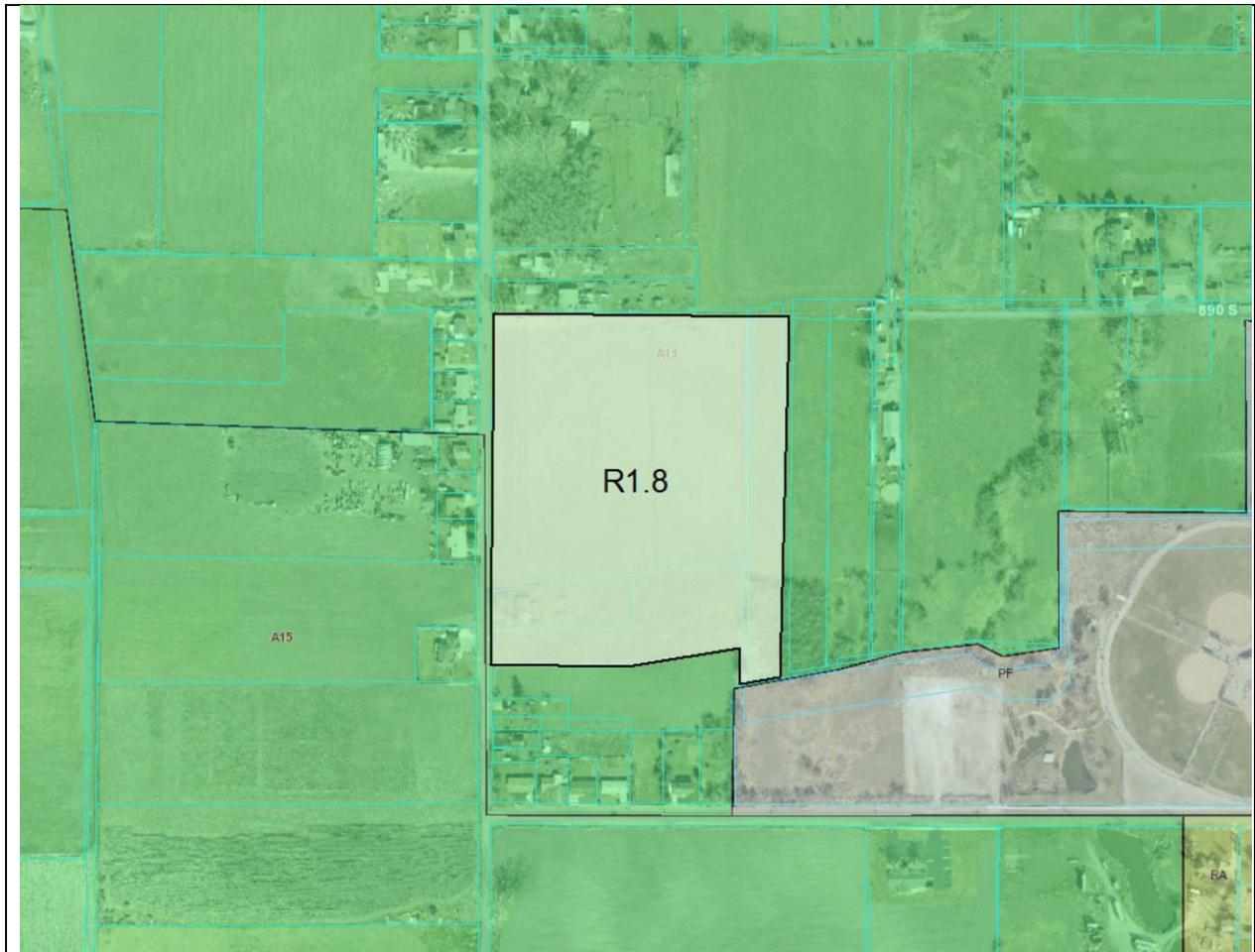
OVERVIEW

The applicant is proposing a zone change request to change the existing A1.1 Agricultural Zone designation to the R1.8 Residential Zone to allow a 50-lot subdivision. The proposed area consists of four parcels totaling approximately 15.5 acres. The proposed project area fronts 1600 West and would have three ingress and egress points along 1600 West.

The following table depicts the current General Plan designation and zoning designation, as well as the proposed zoning designation.







GENERAL PLAN POLICIES

The following policies and goals are taken from the General Plan and are considered to be shared, to some degree, by all of the Southwest Area neighborhoods and apply in addition to the policies listed individually for each neighborhood. Details on how the proposed zone change adheres to the Southwest Area guiding principles, policies and goals are provided in **bold**.

1. Protect viable, significant areas of one-family structures in areas designated as Residential (R) on the General Plan Map.

The proposed zone change will increase the availability of land for development of one-family structures in the Southwest Provo area and help to further establish the area for

single family use. This will not have a significant impact on existing one-family dwelling areas already established in the Southwest area.

2. Maintain the Residential (R) General Plan designation with one-family residential development. The aggregate gross density for any development or SDP should not exceed four units per acre, except as designated in item number 12.

The proposed development associated with this proposed zone change will have an average density of approximately 3.3 units per acre (51/15.5), which is well below the specified 4 units per acre.

3. Restrict the conversion of agricultural lands to urban development until the majority of vacant land in the Residential (R) area is developed in order to provide logical sequencing of development where infrastructure is available to support increased density and to avoid leap-frog development.

While the General Plan designation for the subject site is Residential, the subject site is not contiguous to existing residentially-zoned property, and therefore, represents a form of leap-frog development. However, the applicant has worked closely with the Public Works Department to ensure adequate public utilities will be available to support the proposed development. Further, the proposed zone change is consistent with the intention of the General Plan to have this area of Provo transition to residential development.

4. Land within the Federal Emergency Management Agency's (FEMA) definition of the "AE" flood zone, as defined on the Flood Insurance Rate Map (FIRM), should be included within the Provo City General Plan Map designation of Developmentally Sensitive (DS) and will be subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in the FEMA AE flood zone.

5. Development of wetlands and flood plain south of the Utah Lake meander line should be prohibited or restricted, subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in a designated a wetland area or within the flood plain.

6. The Southwest Area encompasses the majority of Provo City's significant undeveloped tracts of land. Development of many of these areas will have a direct impact on Provo City's existing utility and street systems. Some of these areas were not included in the current Transportation Master Plan or the Wastewater Collection System Master Plan. Updates to these planning documents will need to be made in order to evaluate and respond to the impact of new development on critical infrastructures.

The applicant has worked closely with the Public Works Department and it has been determined that the existing Wastewater Collection System will be adequate to accommodate the proposed development. As mentioned above, the proposed development will have a density less than four units per acre, which is what the existing Wastewater Collection System was designed for.

Additionally, the applicant has worked with the Public Works Department, and will continue to do so, regarding transportation in the area. If approved, the applicant would be responsible for the planned expansion of 1600 West for the area fronting the development from the centerline of the road to the applicant's property line.

7. It is the intent of the City to update these master plans in the near future. No development (including annexation, preliminary plan approval, rezoning, etc.) should occur in areas where development will place a burden upon Provo City and the ability to service the areas, and the City should process requests for additional development west of I-15 only after the City Public Works Department confirms that the street and public utility systems can comfortably absorb the additional development.

As mentioned, the Public Works Department has determined that, contingent upon the required upgrades and expansions to various infrastructure systems, the proposed development can be serviced by the existing utility systems without overburdening any system.

Additionally, the applicant has secured the necessary easements to allow the expansion of the public storm water system to convey in 1600 West south to the new Lakeview Parkway.

8. Subject to documentation that the public street and utility systems can support a new development, it is the intention of the Planning Commission and Municipal Council to encourage private property owners interested in the development of land to cooperatively assemble multiple parcels to allow for large-scale, unified and cohesive development through the application of a Specific Development Plan (SDP).

a) Undeveloped tracts of land, other than those deemed as infill to the development of a general area, should not be annexed into the City, or be rezoned, until a Specific Development Plan addressing that area has been adopted.

Although a SDP has not been adopted for this area, it is in process and the proposed development is generally consistent with the established policies and goals for the area. The proposed zone change will allow for the development of a single-family subdivision which is also consistent with the policies and goals for the area. The proposed development would help to alleviate the need for single-family dwellings in the area and the City of Provo generally.

The General Plan policies for the Sunset Neighborhood include the following:

2. The area between 600 South and 1150 South from 1100 West to 1600 West should be developed with uses compatible with the Residential (R) land use designation. The following guidelines should be considered in the development of this area:

a. The area should be developed (allowably in phases under multiple ownership) as a whole and integrated plan using the SDP process as described in the SW Area Guiding Principles and Goals.

The applicant has assembled four parcels to allow more planned development with a more thoughtful and functional layout. The applicant is in the process of acquiring additional parcels of land adjacent to the subject properties to further expand the proposed development.

c. The area should develop with a rural character in mind and should incorporate a balanced distribution of lot sizes, which should be interspersed amongst each other and should not exceed density limitations expressed in the SW Area Guiding Principles and Goals.

The zone change would allow a proposed one-family dwelling residential development with lot sizing ranging from 8,000 square feet to approximately 9,200 square feet. The proposed development would be well below the limitation of four units per acre.

g. Road connectivity is encouraged in the design of the SDP. Cul-de-sacs will be highly discouraged unless it is demonstrated that alternatives do not exist.

The proposed development was revised to eliminate a second cul-de-sac and increase the connectivity to 1600 West. The proposed development would have three connections to 1600 West and could be expanded with future development to allow access to 1150 South.

Vision 2030 Policies

The Vision 2030 Master Visioning Document contains the following Goals, Objectives, and Action Steps:

Goal 2.1 - Protect existing owner-occupied housing and neighborhoods and encourage an increased percentage of owner-occupied or long-term residency housing in Provo neighborhoods.

The proposed zone change would allow for additional one-family, owner-occupied dwellings in Provo in the Sunset Neighborhood along 1600 West. The proposed R1.8 Zone would allow single-family dwellings on lots of a minimum of 8,000 square feet, which supports Goal 2.1 of the Vision 2030 Master Visioning Document.

Objective 2.1.2 Develop strategies to increase owner occupancy or long-term residency in the city's residential neighborhoods.

The proposed zone change is consistent with the language of the General Plan to allow residential development on the subject parcels and surrounding areas. Providing additional areas for residential development will allow for increased owner-occupancy and long-term residency in the Provo Sunset Neighborhood.

FINDINGS OF FACT

1. Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of zoning map amendments:

Upon receipt of a petition by the Planning Commission, the Commission shall hold a public hearing in accordance with the provisions of Section 14.02.010 of this Title and may approve, conditionally approve, or deny the preliminary project plan. Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

- (a) *Public purpose for the amendment in question.*

The public purpose for the proposed amendment is to allow a zone change for the subject parcels while will provide additional housing stock for residents and to encourage additional single-family residential uses in the Provo Sunset Neighborhood.

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

The amendment supports the policies of the General Plan and the Vision 2030 Master Visioning Document by allowing areas for additional single-

family dwellings. The proposed zoning will allow for development that will be less than the maximum four units per acre which is the current capacity of existing infrastructure and utilities.

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

As detailed above, the proposed amendment is generally consistent with the policies, goals, and objectives of the General Plan.

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

The proposed amendment has been reviewed individually and services can be provided to the proposed development.

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

The proposed amendment will not hinder the attainment of the cited policy.

- (f) *Adverse impacts on adjacent land owners.*

The proposed amendment is not anticipated to create adverse negative impacts on surrounding land owners. The development of the area into additional residential units will provide additional services and improved connectivity.

It should be noted, however, that the proposed zone change will allow a change from the established agricultural character of the neighborhood. The proposed development will contribute to additional traffic in the area; however, the additional traffic will not necessitate the expansion of 1600 West at this time.

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

The subject property represents an area of transition from agricultural uses to more residential development. This is reflected in the General Plan designation for the area being Residential rather than Agricultural, while the zoning designation for the area remained A1.1. It was anticipated that at an appropriate time, after sufficient parcels had been agglomerated, an

applicant would seek to change the zoning. Thus, the original zoning and General Plan designations are correct.

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

No conflict exists.

STAFF ANALYSIS

The proposed zoning change will allow for the development of a 51-unit, single-family dwelling subdivision with an approximate density of 3.3 units per acre. The proposed R1.8 Zone will not be contiguous with any other residential zones and will be considered “spot zoning;” however, the General Plan designation for the subject site and all surrounding parcels, except Footprinters Park” is residential. Therefore, it is anticipated that at some point in the future additional parcels will be amended to reflect a similar residential zoning.

The applicant has worked closely with the Public Works Department to ensure adequate infrastructure and utilities will be available. The applicant will continue to work with the Public Works Department throughout the subsequent subdivision process to address any additional concerns.

CONCLUSIONS

The proposed Zoning Map Amendment is consistent with the guidelines established for consideration of zoning map amendments.

STAFF RECOMMENDATION

Staff suggests that the Planning Commission forward a positive recommendation for a zone change from the A1.1 to the R1.8 Residential Zone with a minimum lots of 8,000 square feet for property located at approximately 965 South 1600 West in the Sunset Neighborhood, subject to the following conditions:

1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

ATTACHMENTS:

- 1. SITE PLAN**
- 2. LETTER FROM NEIGHBORHOOD CHAIR**

2. Letter from Neighborhood Chair

From: [Brian Taylor](#)
To: [Nathan Walch](#); [Shannon Jenks](#); [krissymiller@live.com](#); [hsail@me.com](#); [marylee@urbans.us](#); [nparamore@gmail.com](#); [jhwing51@hotmail.com](#); [Frank_Stuffs@byu.edu](#); [tbgammon@gmail.com](#); [jule.chuck1@gmail.com](#); [kelleyholenn77@gmail.com](#); [bsomison@hotmail.com](#); [craig.schroerlucke@gmail.com](#); [Selby Herrin](#); [m.g.scott@hotmail.com](#); [eeddington@comcast.net](#); [howlin65@gmail.com](#); [jonwell@gmail.com](#); [davesewellprovo@gmail.com](#); [Julie Bash](#); [allinger6@gmail.com](#); [Robert Mills](#); [alan@urinedevelopment.com](#)
Subject: Sunset Neighborhood Meeting
Date: Thursday, February 04, 2016 8:13:01 PM

All,

I would like to start this letter by stating how grateful I was to see so many of our Sunset neighbors participate in this very important meeting. I am grateful for Nathan Walch and Shannon Jenks for volunteering to become Vice-Chairs and for their support in our efforts to increase neighborhood participation and unity.

One of the main topics was the proposed development on 1600 West, Scott's Corner. I was encouraged by Alan and his group to bring their proposal to our neighbors and that the proposed layout of the development was in line with a number of developments in the area. The following is a list of points I took from the meeting and I would like to pass along to both the developer and the city:

- 1) There was NOT a strong feeling that the development should not be allowed to be established or that the design, land use or proposed lot sizes/house sizes were unacceptable
- 2) There was NOT a strong feeling that the developer could NOT proceed with the plans as they were proposed.
- 3) I did however get a very strong feeling that the neighbors were extremely reluctant to approve the extreme widening of 1600 West to accommodate any additional traffic due to the development
- 4) That the sewer for the development was going to be attached to the link under 1600 West instead of taking the sewer and other utilities East to 1100 west.
- 5) They were very uncomfortable with the idea that the city was not going to require a second egress to the development and that 1600 West would become "over burdened" by the additional traffic from the new development.
- 6) The fact that the city would require sidewalks and park strips along the new development but to add this requirement to the existing residents would be good for the safety of children walking from the development to the school, but would be a burden on the residents to pay for these improvements themselves as was the case on 1100 West. And for the amount of property that would have to be "surrendered" to the city for these improvements would remove the entirety of some residents front yard.
- 7) There needs to be a clear understanding and plan from the city as to what is to be done with 1600 West before ANYONE feels comfortable with the addition of a single new home along 1600 West. The widening of this road to the extent which has been rumored is absolutely unacceptable and MUST be addressed prior to the addition of the development.

Please let me know if these points clearly and correctly portray your recollection of the meeting and your desires for further information. Thank you once again for your time and efforts to be active in this process.

Brian Taylor, Nathan Walch, Shannon Jenks



**Planning Commission
Staff Report Rezone
Hearing Date: July 13, 2016**

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.55 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 50-lot single-family subdivision. **Sunset Neighborhood.** 15-0014R, Robert Mills, 801-852-6407

Applicant: Monterey-Ellis, LLC
Staff Coordinator: Robert Mills
Property Owners: Edward and Deedra Scott; Ronald Mooney; Deanne Kallas
Parcel ID#: 210400080, 210400089, 210400086, and 210430002
Current Zone: AG1.1
Proposed Zone: R1.8
General Plan Des.: Residential
Acreage: 15.5
Number of Properties: 4
Number of Lots: 4
Development Agreement Proffered: No.
Council Action Required: Yes.

ALTERNATIVE ACTIONS

1. **Recommend Approval** of the proposed rezoning, as presented in the Staff Report or with changes. *This action would be consistent with the recommendation of the Staff Report. Any changes should be stated with the motion.*
2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is July 27, 2016, 5:30 p.m.*
3. **Recommend Denial** of the proposed rezoning. *This would be a change from the Staff recommendation; the Planning Commission should state new findings*

Current Legal Use: Agricultural Land
Relevant History: There is one existing home on one of the properties which was constructed in 1955. That dwelling will remain.
Neighborhood Issues: A neighborhood meeting was held in February of 2016. The neighborhood was generally comfortable with the type of development and the proposed density. The major concern was the expansion of 1600 West.
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1. The proposed zone change is consistent with the General Plan designation for the area.
2. In the CRC Process, several concerns regarding infrastructure were raised; however those issues have been adequately resolved.

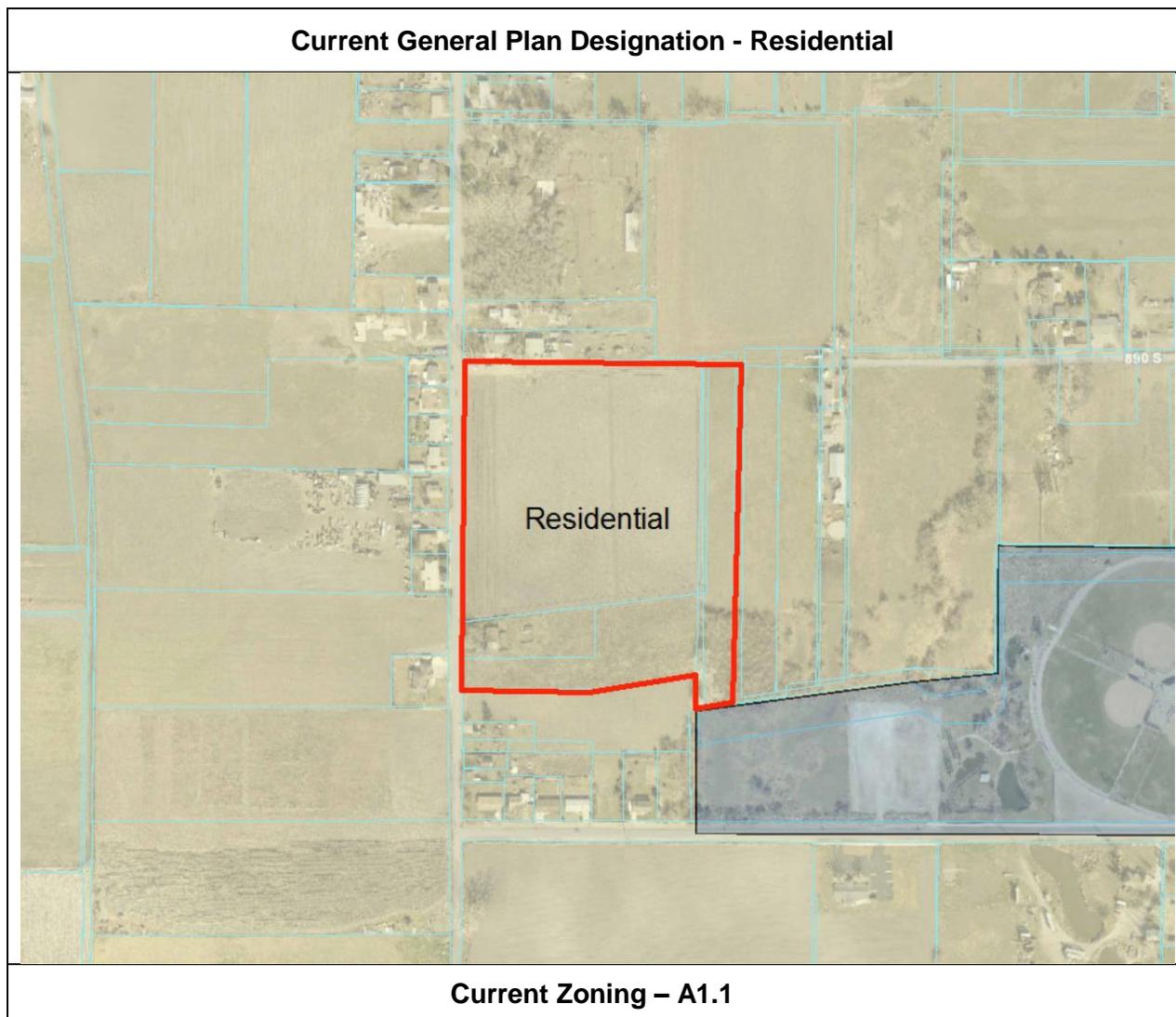
Staff Recommendation: Staff recommends that the Planning Commission forward a positive recommendation to the Municipal Council to adopt the proposed zone change with the following recommendations:

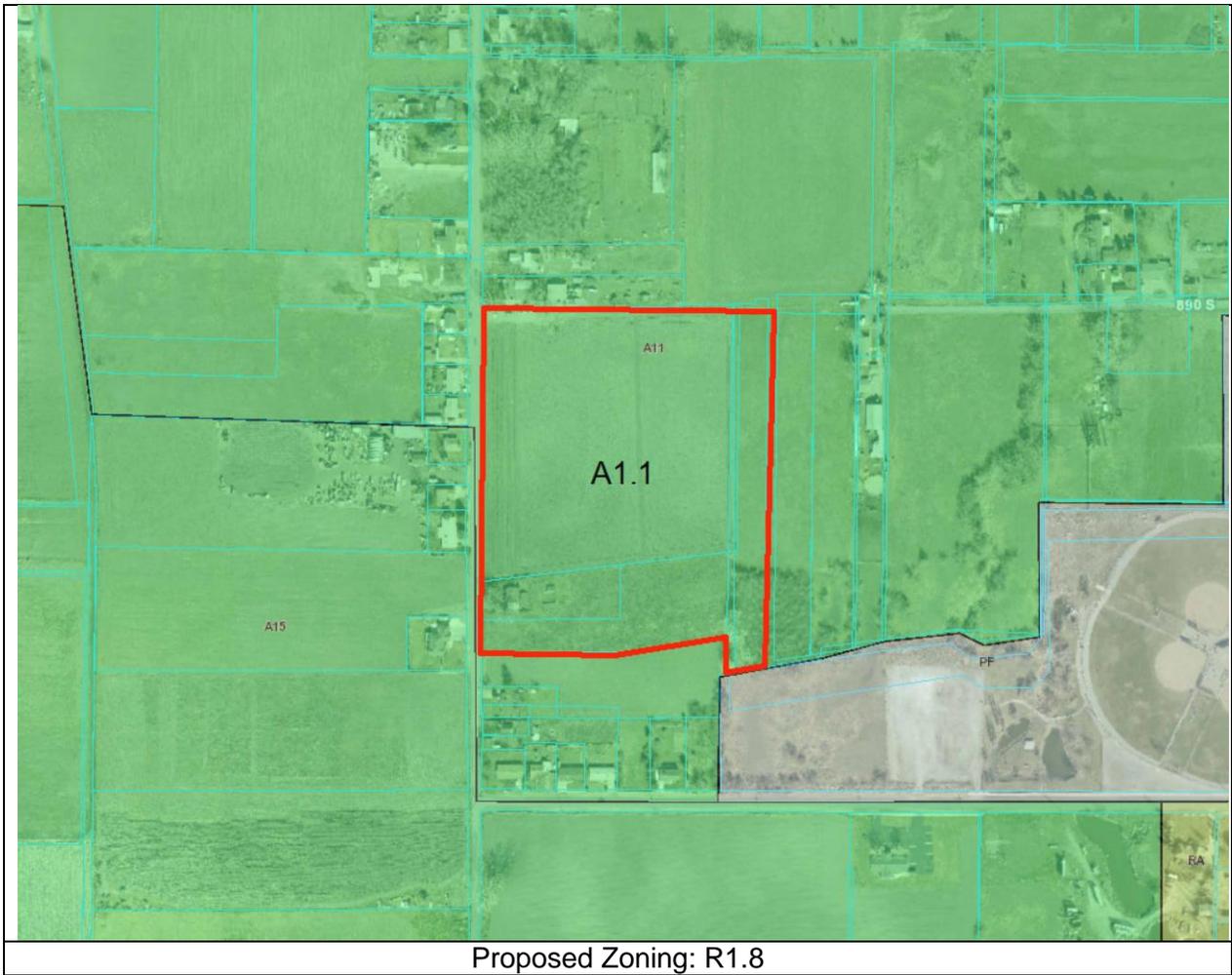
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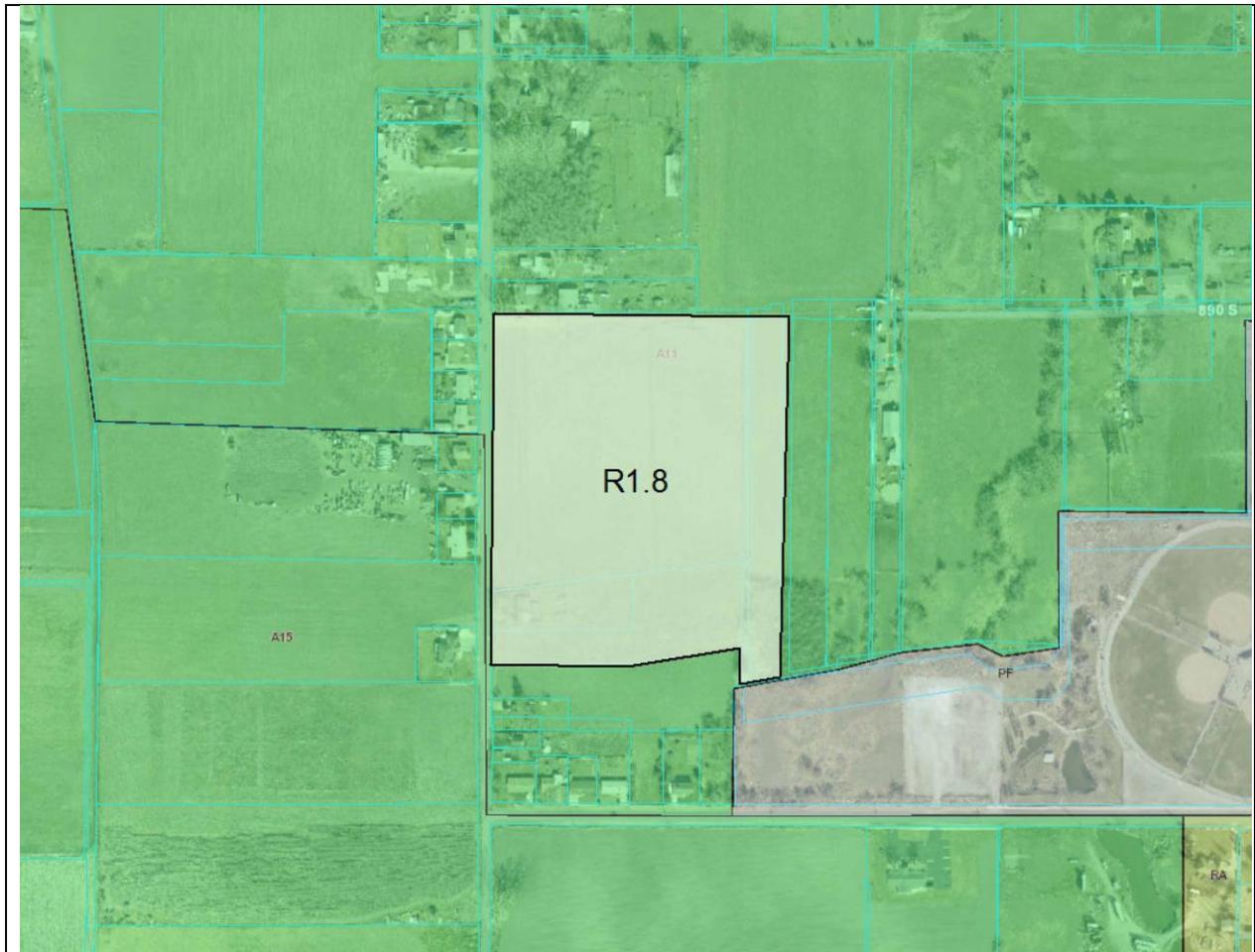
OVERVIEW

The applicant is proposing a zone change request to change the existing A1.1 Agricultural Zone designation to the R1.8 Residential Zone to allow a 50-lot subdivision. The proposed area consists of four parcels totaling approximately 15.5 acres. The proposed project area fronts 1600 West and would have three ingress and egress points along 1600 West.

The following table depicts the current General Plan designation and zoning designation, as well as the proposed zoning designation.







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single family use. This will not have a significant impact on existing one-family dwelling areas already established in the Southwest area.

2. Maintain the Residential (R) General Plan designation with one-family residential development. The aggregate gross density for any development or SDP should not exceed four units per acre, except as designated in item number 12.

The proposed development associated with this proposed zone change will have an average density of approximately 3.3 units per acre (51/15.5), which is well below the specified 4 units per acre.

3. Restrict the conversion of agricultural lands to urban development until the majority of vacant land in the Residential (R) area is developed in order to provide logical sequencing of development where infrastructure is available to support increased density and to avoid leap-frog development.

While the General Plan designation for the subject site is Residential, the subject site is not contiguous to existing residentially-zoned property, and therefore, represents a form of leap-frog development. However, the applicant has worked closely with the Public Works Department to ensure adequate public utilities will be available to support the proposed development. Further, the proposed zone change is consistent with the intention of the General Plan to have this area of Provo transition to residential development.

4. Land within the Federal Emergency Management Agency's (FEMA) definition of the "AE" flood zone, as defined on the Flood Insurance Rate Map (FIRM), should be included within the Provo City General Plan Map designation of Developmentally Sensitive (DS) and will be subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in the FEMA AE flood zone.

5. Development of wetlands and flood plain south of the Utah Lake meander line should be prohibited or restricted, subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

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The applicant has worked closely with the Public Works Department and it has been determined that the existing Wastewater Collection System will be adequate to accommodate the proposed development. As mentioned above, the proposed development will have a density less than four units per acre, which is what the existing Wastewater Collection System was designed for.

Additionally, the applicant has worked with the Public Works Department, and will continue to do so, regarding transportation in the area. If approved, the applicant would be responsible for the planned expansion of 1600 West for the area fronting the development from the centerline of the road to the applicant's property line.

7. It is the intent of the City to update these master plans in the near future. No development (including annexation, preliminary plan approval, rezoning, etc.) should occur in areas where development will place a burden upon Provo City and the ability to service the areas, and the City should process requests for additional development west of I-15 only after the City Public Works Department confirms that the street and public utility systems can comfortably absorb the additional development.

As mentioned, the Public Works Department has determined that, contingent upon the required upgrades and expansions to various infrastructure systems, the proposed development can be serviced by the existing utility systems without overburdening any system.

Additionally, the applicant has secured the necessary easements to allow the expansion of the public storm water system to convey in 1600 West south to the new Lakeview Parkway.

8. Subject to documentation that the public street and utility systems can support a new development, it is the intention of the Planning Commission and Municipal Council to encourage private property owners interested in the development of land to cooperatively assemble multiple parcels to allow for large-scale, unified and cohesive development through the application of a Specific Development Plan (SDP).

a) Undeveloped tracts of land, other than those deemed as infill to the development of a general area, should not be annexed into the City, or be rezoned, until a Specific Development Plan addressing that area has been adopted.

Although a SDP has not been adopted for this area, it is in process and the proposed development is generally consistent with the established policies and goals for the area. The proposed zone change will allow for the development of a single-family subdivision which is also consistent with the policies and goals for the area. The proposed development would help to alleviate the need for single-family dwellings in the area and the City of Provo generally.

The General Plan policies for the Sunset Neighborhood include the following:

2. The area between 600 South and 1150 South from 1100 West to 1600 West should be developed with uses compatible with the Residential (R) land use designation. The following guidelines should be considered in the development of this area:

a. The area should be developed (allowably in phases under multiple ownership) as a whole and integrated plan using the SDP process as described in the SW Area Guiding Principles and Goals.

The applicant has assembled four parcels to allow more planned development with a more thoughtful and functional layout. The applicant is in the process of acquiring additional parcels of land adjacent to the subject properties to further expand the proposed development.

c. The area should develop with a rural character in mind and should incorporate a balanced distribution of lot sizes, which should be interspersed amongst each other and should not exceed density limitations expressed in the SW Area Guiding Principles and Goals.

The zone change would allow a proposed one-family dwelling residential development with lot sizing ranging from 8,000 square feet to approximately 9,200 square feet. The proposed development would be well below the limitation of four units per acre.

g. Road connectivity is encouraged in the design of the SDP. Cul-de-sacs will be highly discouraged unless it is demonstrated that alternatives do not exist.

The proposed development was revised to eliminate a second cul-de-sac and increase the connectivity to 1600 West. The proposed development would have three connections to 1600 West and could be expanded with future development to allow access to 1150 South.

Vision 2030 Policies

The Vision 2030 Master Visioning Document contains the following Goals, Objectives, and Action Steps:

Goal 2.1 - Protect existing owner-occupied housing and neighborhoods and encourage an increased percentage of owner-occupied or long-term residency housing in Provo neighborhoods.

The proposed zone change would allow for additional one-family, owner-occupied dwellings in Provo in the Sunset Neighborhood along 1600 West. The proposed R1.8 Zone would allow single-family dwellings on lots of a minimum of 8,000 square feet, which supports Goal 2.1 of the Vision 2030 Master Visioning Document.

Objective 2.1.2 Develop strategies to increase owner occupancy or long-term residency in the city's residential neighborhoods.

The proposed zone change is consistent with the language of the General Plan to allow residential development on the subject parcels and surrounding areas. Providing additional areas for residential development will allow for increased owner-occupancy and long-term residency in the Provo Sunset Neighborhood.

FINDINGS OF FACT

1. Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of zoning map amendments:

Upon receipt of a petition by the Planning Commission, the Commission shall hold a public hearing in accordance with the provisions of Section 14.02.010 of this Title and may approve, conditionally approve, or deny the preliminary project plan. Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

- (a) *Public purpose for the amendment in question.*

The public purpose for the proposed amendment is to allow a zone change for the subject parcels while will provide additional housing stock for residents and to encourage additional single-family residential uses in the Provo Sunset Neighborhood.

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

The amendment supports the policies of the General Plan and the Vision 2030 Master Visioning Document by allowing areas for additional single-

family dwellings. The proposed zoning will allow for development that will be less than the maximum four units per acre which is the current capacity of existing infrastructure and utilities.

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

As detailed above, the proposed amendment is generally consistent with the policies, goals, and objectives of the General Plan.

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

The proposed amendment has been reviewed individually and services can be provided to the proposed development.

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

The proposed amendment will not hinder the attainment of the cited policy.

- (f) *Adverse impacts on adjacent land owners.*

The proposed amendment is not anticipated to create adverse negative impacts on surrounding land owners. The development of the area into additional residential units will provide additional services and improved connectivity.

It should be noted, however, that the proposed zone change will allow a change from the established agricultural character of the neighborhood. The proposed development will contribute to additional traffic in the area; however, the additional traffic will not necessitate the expansion of 1600 West at this time.

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

The subject property represents an area of transition from agricultural uses to more residential development. This is reflected in the General Plan designation for the area being Residential rather than Agricultural, while the zoning designation for the area remained A1.1. It was anticipated that at an appropriate time, after sufficient parcels had been agglomerated, an

applicant would seek to change the zoning. Thus, the original zoning and General Plan designations are correct.

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

No conflict exists.

STAFF ANALYSIS

The proposed zoning change will allow for the development of a 51-unit, single-family dwelling subdivision with an approximate density of 3.3 units per acre. The proposed R1.8 Zone will not be contiguous with any other residential zones and will be considered “spot zoning;” however, the General Plan designation for the subject site and all surrounding parcels, except Footprinters Park” is residential. Therefore, it is anticipated that at some point in the future additional parcels will be amended to reflect a similar residential zoning.

The applicant has worked closely with the Public Works Department to ensure adequate infrastructure and utilities will be available. The applicant will continue to work with the Public Works Department throughout the subsequent subdivision process to address any additional concerns.

CONCLUSIONS

The proposed Zoning Map Amendment is consistent with the guidelines established for consideration of zoning map amendments.

STAFF RECOMMENDATION

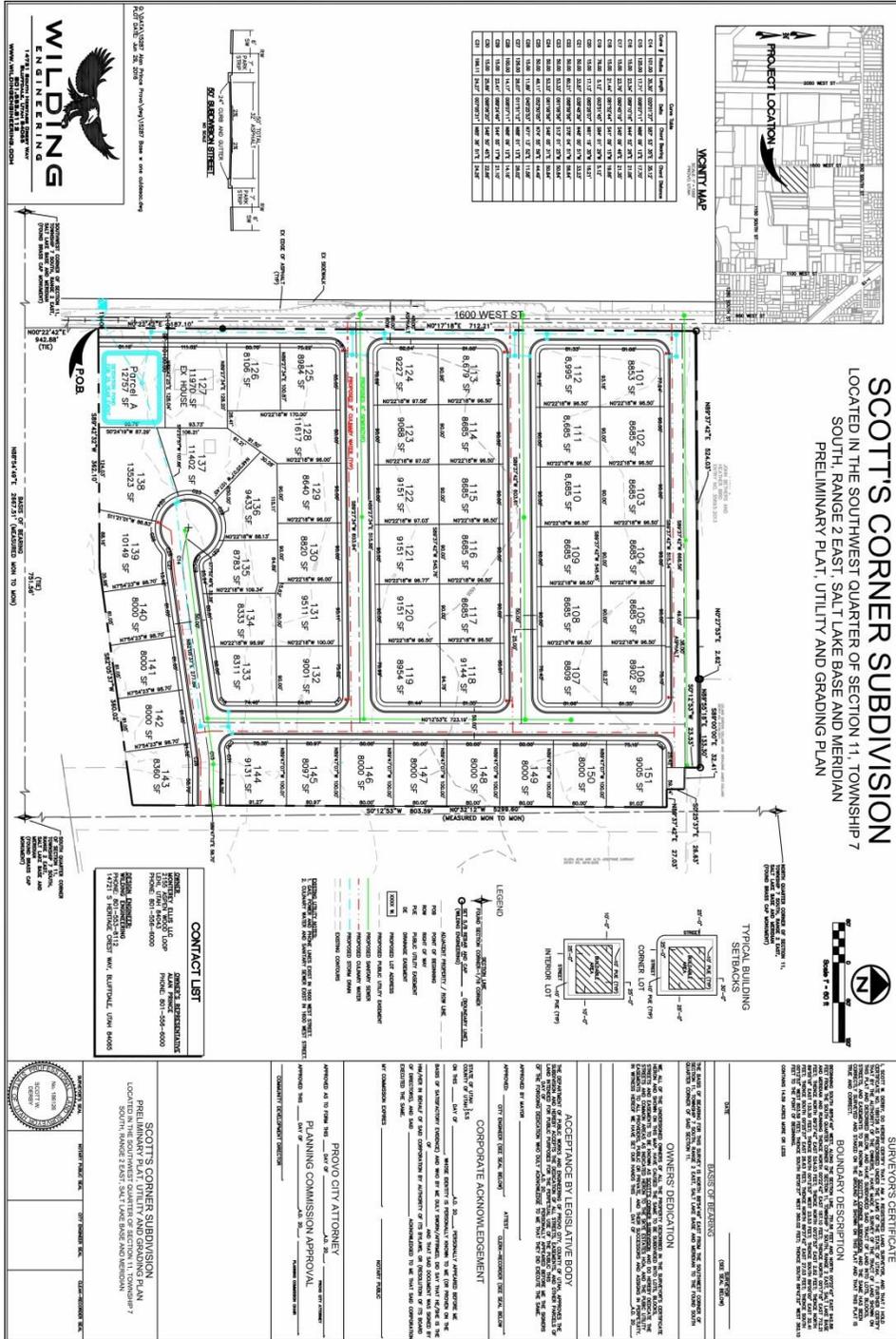
Staff suggests that the Planning Commission forward a positive recommendation for a zone change from the A1.1 to the R1.8 Residential Zone with a minimum lots of 8,000 square feet for property located at approximately 965 South 1600 West in the Sunset Neighborhood, subject to the following conditions:

1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

ATTACHMENTS:

- 1. SITE PLAN**
- 2. LETTER FROM NEIGHBORHOOD CHAIR**

1. Site Plan



SCOTT'S CORNER SUBDIVISION
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 7
 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN
 PRELIMINARY PLAT, UTILITY AND GRADING PLAN

OWNER'S DEDICATION
 I, the undersigned, do hereby dedicate to the public use of the State of Utah, the following described property, to-wit: _____

ACCEPTANCE BY LEGISLATIVE BODY
 The undersigned, do hereby accept on behalf of the State of Utah, the dedication of the property described above, to-wit: _____

CORPORATE ACKNOWLEDGEMENT
 I, the undersigned, do hereby acknowledge that I am the duly authorized officer of the corporation named above, and that I am duly qualified to execute this instrument on behalf of said corporation.

PROVIDE CITY ATTORNEY
 APPROVED BY THE CITY ATTORNEY: _____

PLANNING COMMISSION APPROVAL
 APPROVED BY THE PLANNING COMMISSION: _____

CONTACT LIST
 SCOTT'S CORNER SUBDIVISION
 1500 WEST ST, SALT LAKE CITY, UT 84119
 PHONE: 801-555-1234
 FAX: 801-555-5678

2. Letter from Neighborhood Chair

From: [Brian Taylor](#)
To: [Nathan Walch](#); [Shannon Jenks](#); [krissymiller@live.com](#); [hsail@me.com](#); [marylee@urbans.us](#); [nparamore@gmail.com](#); [jhwing51@hotmail.com](#); [Frank_Stuffs@byu.edu](#); [tbgammon@gmail.com](#); [jule.chuck1@gmail.com](#); [kelleyholenn77@gmail.com](#); [bsomison@hotmail.com](#); [craig.schroerlucke@gmail.com](#); [Selby Herrin](#); [m.g.scott@hotmail.com](#); [eeddington@comcast.net](#); [howlin65@gmail.com](#); [jonwell@gmail.com](#); [davesewellprovo@gmail.com](#); [Julie Bash](#); [allinger6@gmail.com](#); [Robert Mills](#); [alan@urinedevelopment.com](#)
Subject: Sunset Neighborhood Meeting
Date: Thursday, February 04, 2016 8:13:01 PM

All,

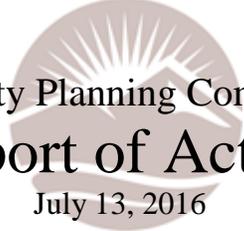
I would like to start this letter by stating how grateful I was to see so many of our Sunset neighbors participate in this very important meeting. I am grateful for Nathan Walch and Shannon Jenks for volunteering to become Vice-Chairs and for their support in our efforts to increase neighborhood participation and unity.

One of the main topics was the proposed development on 1600 West, Scott's Corner. I was encouraged by Alan and his group to bring their proposal to our neighbors and that the proposed layout of the development was in line with a number of developments in the area. The following is a list of points I took from the meeting and I would like to pass along to both the developer and the city:

- 1) There was NOT a strong feeling that the development should not be allowed to be established or that the design, land use or proposed lot sizes/house sizes were unacceptable
- 2) There was NOT a strong feeling that the developer could NOT proceed with the plans as they were proposed.
- 3) I did however get a very strong feeling that the neighbors were extremely reluctant to approve the extreme widening of 1600 West to accommodate any additional traffic due to the development
- 4) That the sewer for the development was going to be attached to the link under 1600 West instead of taking the sewer and other utilities East to 1100 west.
- 5) They were very uncomfortable with the idea that the city was not going to require a second egress to the development and that 1600 West would become "over burdened" by the additional traffic from the new development.
- 6) The fact that the city would require sidewalks and park strips along the new development but to add this requirement to the existing residents would be good for the safety of children walking from the development to the school, but would be a burden on the residents to pay for these improvements themselves as was the case on 1100 West. And for the amount of property that would have to be "surrendered" to the city for these improvements would remove the entirety of some residents front yard.
- 7) There needs to be a clear understanding and plan from the city as to what is to be done with 1600 West before ANYONE feels comfortable with the addition of a single new home along 1600 West. The widening of this road to the extent which has been rumored is absolutely unacceptable and MUST be addressed prior to the addition of the development.

Please let me know if these points clearly and correctly portray your recollection of the meeting and your desires for further information. Thank you once again for your time and efforts to be active in this process.

Brian Taylor, Nathan Walch, Shannon Jenks



Provo City Planning Commission

Report of Action

July 13, 2016

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.25 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 51-lot single-family subdivision. *Sunset Neighborhood*. 15-0014R, Robert Mills, 801-852-6407

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 13, 2016:

RECOMMENDATION

On a vote of 4:0, the Planning Commission recommended that the Municipal Council approve the above noted application with the following conditions of approval

Conditions of Approval:

1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

Motion By: Deborah Jensen

Second By: Ed Jones

Votes in Favor of Motion: Deborah Jensen, Ed Jones, Ross Flom, and Jamin Rowan

Ross Flom was present as Chair. Kermit McKinney, Maria Winden, and Brian Smith were excused.

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

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the R1.8 Zone is described in the attached 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. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- The property proposed to be rezoned is designated as Residential on the General Plan.
- The site will not be contiguous to any other Residential Zones, but is consistent with the General Plan.
- The applicant has worked through several infrastructure issues with the Public Works Department.
- The proposed development will have a density of approximately 3.3 units per acre, which is well below the maximum 4 units per acre.

CITY DEPARTMENTAL ISSUES

- Traffic study was required and conducted. The findings of the traffic study suggested the proposed development will not have a significant negative effect on area traffic.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on February 3, 2016, and June 9, 2016.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood Chair was present /addressed the Planning Commission during the public hearing.
- The Neighborhood Chair was extremely concerned about the potential impact to 1600 West. He felt that the existing road is not sufficiently improved to handle the increase in traffic and the increase in future traffic as the area develops.
- He was also very concerned about the fact that no sidewalk exists along 1600 West and the proposed development will increase the number of children walking to school on 1600 West.

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:

- Eleven members of the neighborhood offered public testimony. They were primarily concerned with the impacts the proposed development will have on traffic on 1600 West. They were not opposed to the specific development, but they felt that the existing pavement width on 1600 was too narrow and offered no place for children to safely walk to Sunset Elementary School, located north of the subdivision.
- Other comments from the community included the concern about inadequate sewer systems and the loss of the agricultural feel of the neighborhood.

APPLICANT RESPONSE

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

- The applicant explained that the proposed project will allow the development of 50 new homes and will retain one existing home for a total of 51 lots.
- The proposed project will include the improvement of 1600 West along the frontage of the development and improvement of 890 South along the frontage of the property.
- Infrastructure improvements will include additional storm drain systems that will extend along 1600 West to the new Lake View Parkway.
- The applicant also provided a proposed road improvement to 1600 West that would make walking along it safer. The applicant would provide cash to fund the improvements and the Public Works Department would implement the improvements.

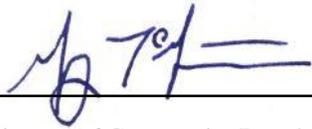
PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Rowan expressed concern regarding the perceived differences between the findings of the traffic report and the "lived experience" of the neighborhood residents. He asked David Day from the Public Works Department to respond to that. Mr. Day explained that each road has an inherent traffic capacity. The existing structure of 1600 West would allow for a significant increase in the peak trips per day before it would affect the integrity and safety of the road. He explained that while there may be a perceived difference by those living there, the engineering metrics show differently.
- Commissioner Jensen noted that while it is difficult to see change especially in agricultural areas, the changes should be directed by the General Plan. In this case the General Plan has designated the proposed site as Residential and the application is consistent with that.
- Commissioner Jones explained that he could sympathize with the situation because his current home was once part of an orchard and that gave way to a residential subdivision. However, he understood that the applicant had met all the requirements to proceed with the zone change process and it would be wrong to disallow that.



Planning Commission Chair



Director of Community Development

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 Community Development Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

QUIT-CLAIM DEED

Ronald A. Mooney, as an individual, and Ronald A. Mooney, as Trustee of the Deon Penrod Mooney Revocable Trust, and Deanne Mooney Kallas
grantor of County of **Utah**, State of Utah, hereby QUIT-CLAIM to
Deanne Mooney Kallas

grantee of **55 South 800 West, Orem, UT 84058**

for the sum of **Ten Dollars and other good and Valuable considerations**
the following described tract(s) of land in **Utah** County, State of Utah;

Beginning at a point on the east fenced right-of-way line of 1600 West Street, Provo, Utah, which beginning point is further described as being South 88° 54' 59" West along the section line 745.29 feet and North 942.74 feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 00° 21' 43" East along said street line 87.16 feet; thence North 89° 42' 35" East 362.19 feet; thence North 00° 21' 43" East 140.56 feet to a fenced boundary line; thence along said fenced boundary line North 83° 19' 45" East 298.51 feet; thence along an old boundary fence line South 00° 25' 42" East 220.81 feet; thence South 82° 05' 47" West 302.54 feet; thence South 89° 42' 35" West 362.19 feet to the point of beginning.

SUBJECT TO easements, rights of way and restrictions of record.

Note: It is the intent of this deed to replace Warranty Deed recorded April 19, 2006 as Entry No. 46918 which had errors in the legal description and the acknowledgement.

TAX SERIAL NO. 21:040:0056 and 21:040:0085

Witness the hand of said grantor, this 17th day of May, 2006.

Ronald A. Mooney

Ronald A. Mooney, as an individual
Ronald A. Mooney Trustee

Ronald A. Mooney, as Trustee
Deanne Mooney Kallas

Deanne Mooney Kallas

STATE OF UTAH, COUNTY OF UTAH, ss:

On this 17th day of May, 2006, personally appeared before me **Ronald A. Mooney, as an individual, and Ronald A. Mooney, as Trustee of the Deon Penrod Mooney Revocable Trust, and Deanne Mooney Kallas** proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

Douglas Pinder

Notary Public

Commission expires:
Residing in:



WHEN RECORDED, MAIL TO:

Order # 200
Tax #



ENT 61450:2011 PG 1 of 1
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Aug 31 1:47 pm FEE 12.00 BY ED
RECORDED FOR MOONEY, RONALD

WARRANTY DEED

RONALD A. MOONEY
of Provo, County of Utah, State of UTAH, hereby
CONVEY AND WARRANT to grantor

RONALD A. MOONEY and DEANNE M. KALLAS,
As Joint Tenants

of 1003 South 1600 West, Provo, Utah 84601 grantee
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS for the sum of
DOLLARS

the following described tract of land in County,
State of Utah:

Beginning at a point on the East fenced right-of-way line of
1600 West Street, Provo, Utah, which beginning point is further
described as being South 88° 54' 59" West along the Section Line
744.11 feet and North 1129.88 feet from the South Quarter Corner
of Section 11, Township 7 South, Range 2 East, Salt Lake Base
and Meridian; thence along a fenced boundary line North 83° 19'
45" East 364.91 feet; thence South 00° 21' 43" West 140.56 feet;
thence South 89° 42' 35" West 362.19 feet to the East fenced
right of way of said 1600 West Street; thence along said street
line North 00° 21' 43" East 100.00 feet to the point of beginning.

Subject to easements, rights of way and restrictions of record.

Witness the hand of said grantor, this 31st day of
August, A.D. 2011

Ronald A. Mooney
RONALD A. MOONEY

Signed in the presence of

STATE of UTAH
County of Utah ss.

On the 31st day of August A.D. 2011

RONALD A. MOONEY

personally appeared before me
The signer of the foregoing instrument, who duly acknowledged to me
that he executed the same.

My Commission Expires 6-5-12

Address *Rex Gallows*
Notary Public



ENT 131104 BK 5306 PG 526
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Dec 22 11:36 am FEE 14.00 BY SS
RECORDED FOR LISA PRESTWICH

When Recorded, Mail To: Lisa D. Prestwich, 70 E. 850 S., Orem, UT 84058

(CORRECTED 12/22/99)

PERSONAL REPRESENTATIVE'S DEED

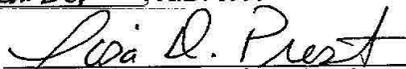
THIS DEED, made by LISA D. PRESTWICH, as Personal Representative of the estate of GERALD DURRANT, deceased, Grantor of Orem, County of Utah, State of Utah, to

LISA D. PRESTWICH, RICHARD L. DURRANT, LYNN S. DURRANT,
JERRY D. DURRANT, MARC G. DURRANT, and LINDA D. BROWN as
Tenants in Common,

Grantees of the County of Utah, State of Utah. WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number 993400380 in the Fourth Judicial District Court of Utah County, Utah; THEREFORE, for valuable consideration received, Grantor hereby Quit Claims, Transfers and Conveys to Grantee the following described tract of land in Utah County, State of Utah:

BEGINNING 12.27 CHAINS SOUTH OF THE CENTER OF SECTION 11,
TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;
THENCE SOUTH 89°45' EAST 0.47 CHAINS; THENCE SOUTH 0°45'
WEST 14.44 CHAINS, THENCE SOUTH 82° WEST 1.51 CHAINS;
THENCE NORTH 1°10' EAST 14.50 CHAINS; THENCE SOUTH 89°27'
EAST 0.92 CHAINS; MORE OR LESS, TO THE QUARTER SECTION
LINE; THENCE NORTH 0.16 CHAINS TO THE POINT OF BEGINNING.

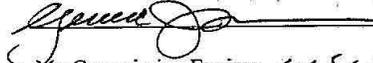
EXECUTED this 22 day of December, A.D. 1999



LISA D. PRESTWICH, Personal Representative of
the estate of Gerald Durrant of Orem, Utah,
deceased.

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 22 day of December, A.D. 1999 Personally appeared before me LISA D. PRESTWICH as personal representative of the estate of Gerald Durrant, and as the signer of the within instrument, who duly acknowledged to me that she executed the same.

Residing Provo Utah _____
 (Notary Public),
My Commission Expires 1-15-2003.


Notary Public
GERALD J. LALLATIN
226 W. 2230 N. Ste. 100
Provo, Utah 84604
My Commission Expires
January 15, 2003
State of Utah



**Planning Commission
Staff Report Rezone
Hearing Date: July 13, 2016**

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.55 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 50-lot single-family subdivision. **Sunset Neighborhood.** 15-0014R, Robert Mills, 801-852-6407

Applicant: Monterey-Ellis, LLC
Staff Coordinator: Robert Mills
Property Owners: Edward and Deedra Scott; Ronald Mooney; Deanne Kallas
Parcel ID#: 210400080, 210400089, 210400086, and 210430002
Current Zone: AG1.1
Proposed Zone: R1.8
General Plan Des.: Residential
Acreage: 15.5
Number of Properties: 4
Number of Lots: 4
Development Agreement Proffered: No.
Council Action Required: Yes.

Current Legal Use: Agricultural Land
Relevant History: There is one existing home on one of the properties which was constructed in 1955. That dwelling will remain.
Neighborhood Issues: A neighborhood meeting was held in February of 2016. The neighborhood was generally comfortable with the type of development and the proposed density. The major concern was the expansion of 1600 West.
Summary of Key Issues:
1. The proposed zone change is consistent with the General Plan designation for the area.
2. In the CRC Process, several concerns regarding infrastructure were raised; however those issues have been adequately resolved.

ALTERNATIVE ACTIONS

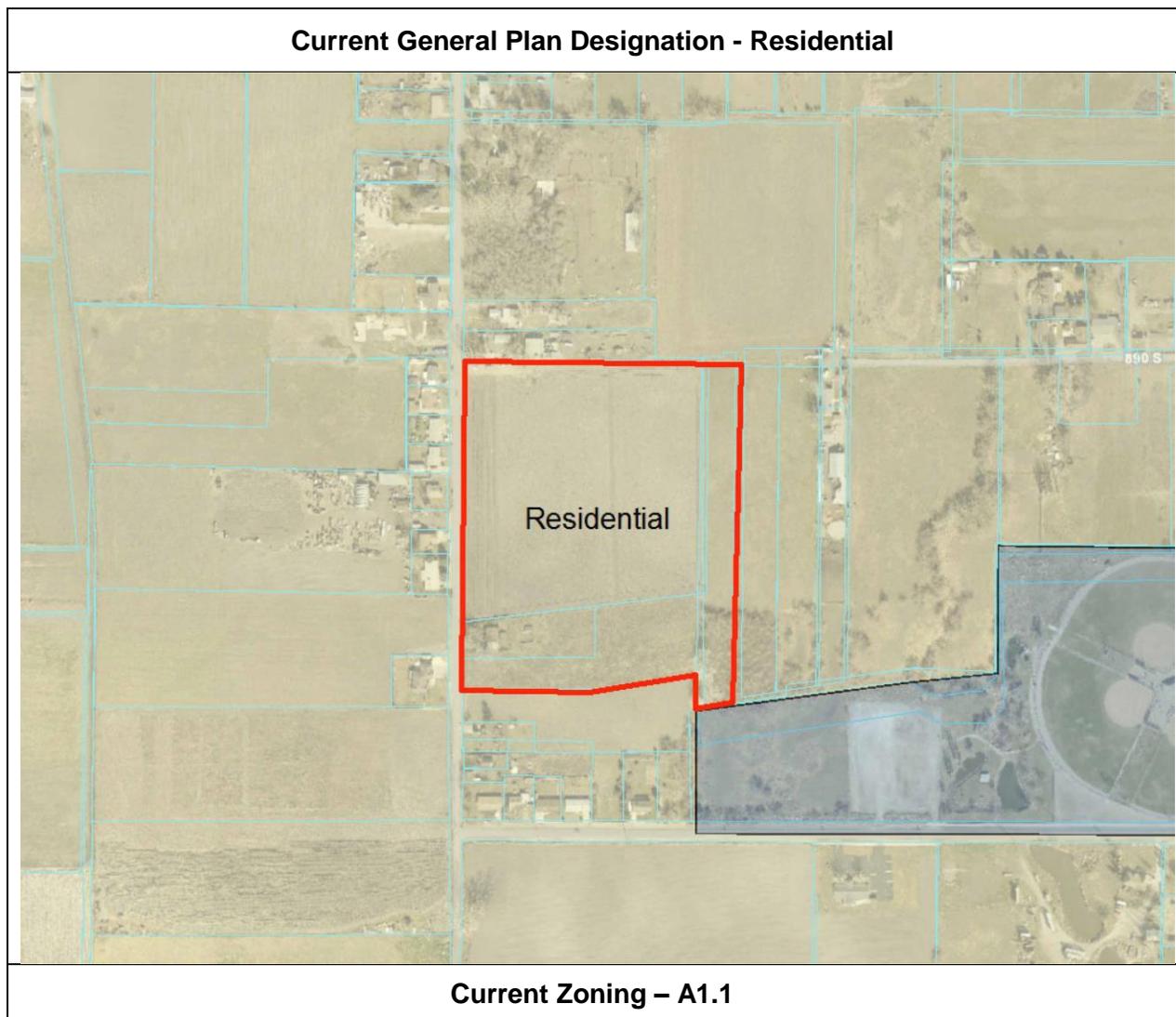
1. **Recommend Approval** of the proposed rezoning, as presented in the Staff Report or with changes. *This action would be consistent with the recommendation of the Staff Report. Any changes should be stated with the motion.*
2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is July 27, 2016, 5:30 p.m.*
3. **Recommend Denial** of the proposed rezoning. *This would be a change from the Staff recommendation; the Planning Commission should state new findings*

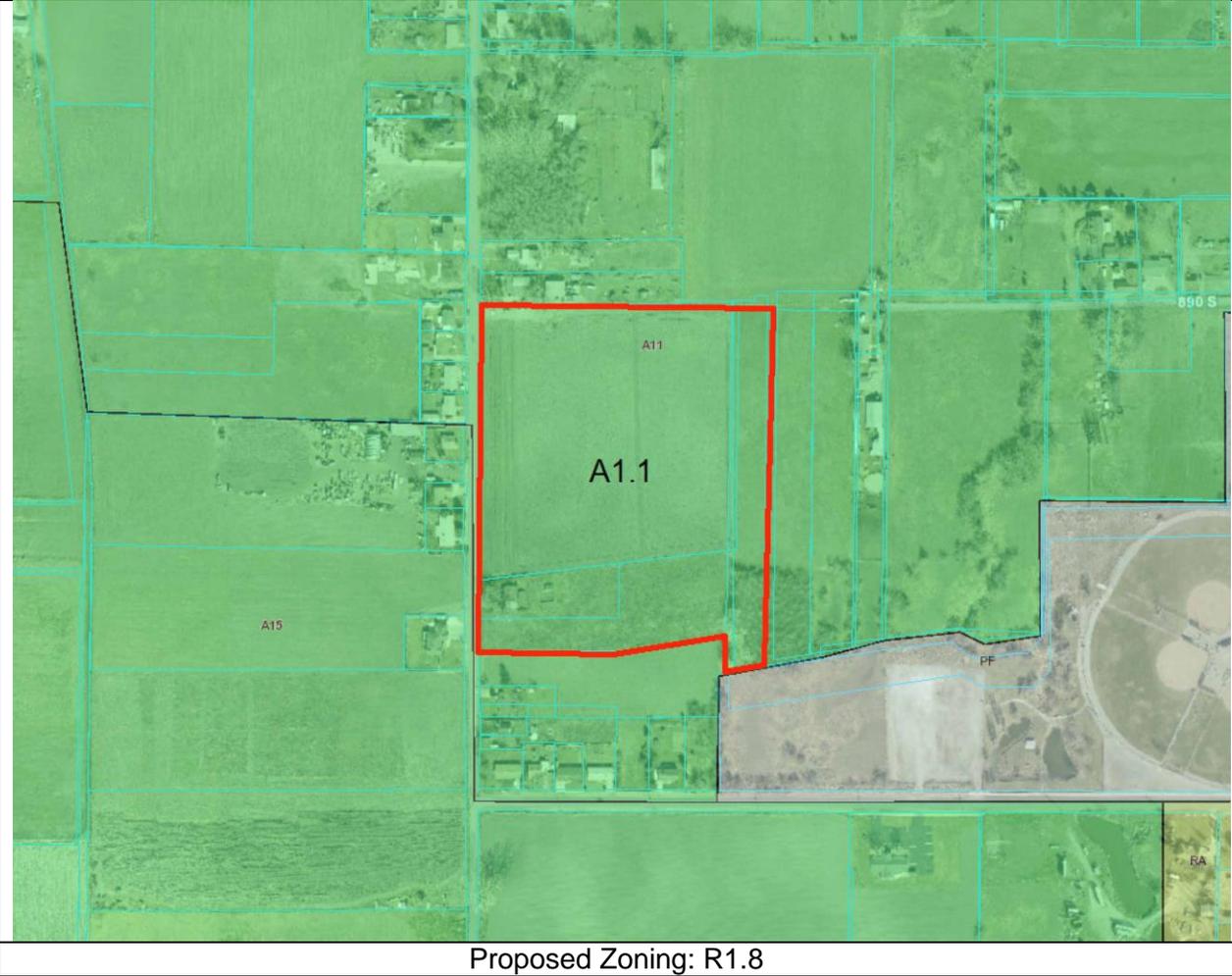
Staff Recommendation: Staff recommends that the Planning Commission forward a positive recommendation to the Municipal Council to adopt the proposed zone change with the following recommendations:
1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

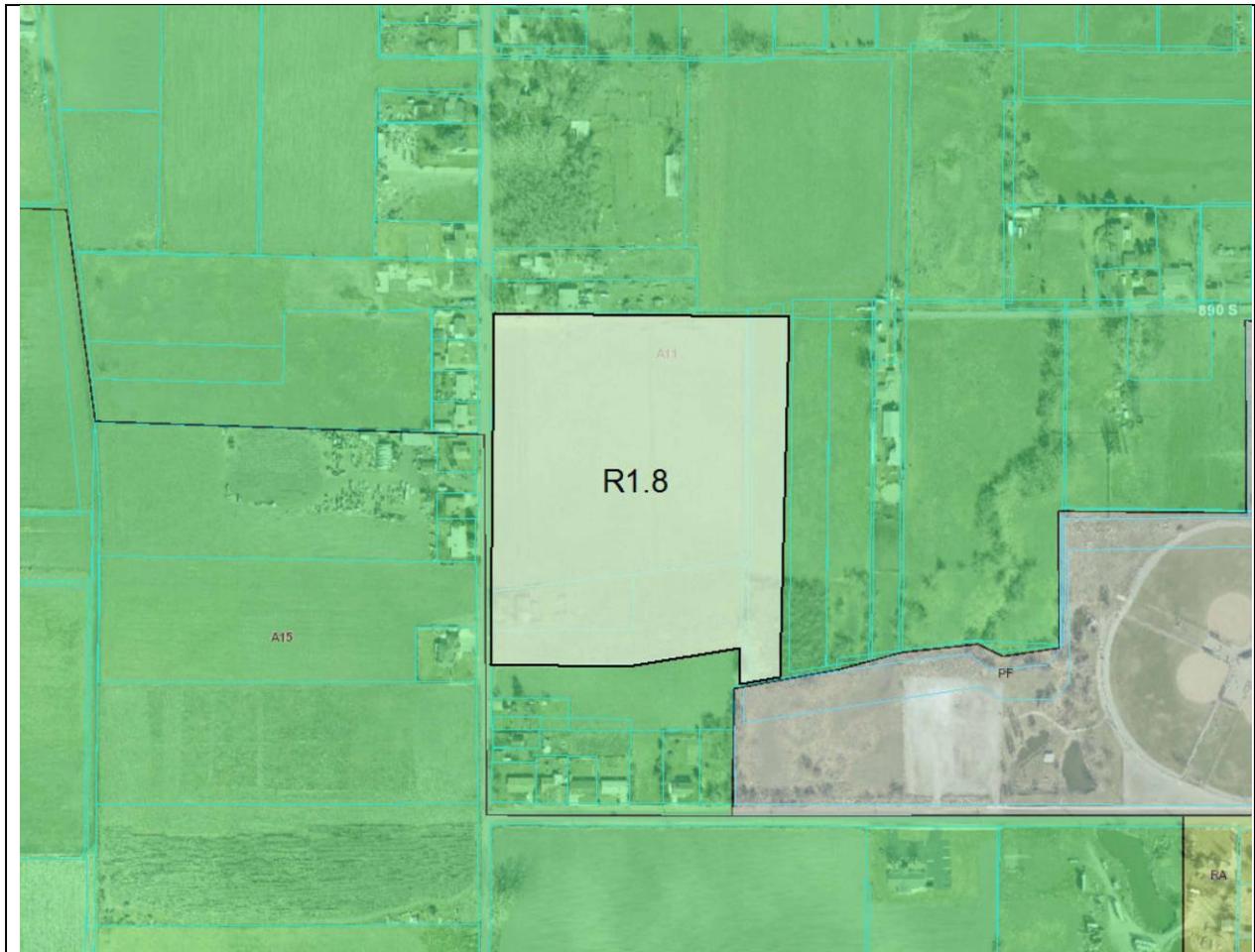
OVERVIEW

The applicant is proposing a zone change request to change the existing A1.1 Agricultural Zone designation to the R1.8 Residential Zone to allow a 50-lot subdivision. The proposed area consists of four parcels totaling approximately 15.5 acres. The proposed project area fronts 1600 West and would have three ingress and egress points along 1600 West.

The following table depicts the current General Plan designation and zoning designation, as well as the proposed zoning designation.







GENERAL PLAN POLICIES

The following policies and goals are taken from the General Plan and are considered to be shared, to some degree, by all of the Southwest Area neighborhoods and apply in addition to the policies listed individually for each neighborhood. Details on how the proposed zone change adheres to the Southwest Area guiding principles, policies and goals are provided in **bold**.

1. Protect viable, significant areas of one-family structures in areas designated as Residential (R) on the General Plan Map.

The proposed zone change will increase the availability of land for development of one-family structures in the Southwest Provo area and help to further establish the area for

single family use. This will not have a significant impact on existing one-family dwelling areas already established in the Southwest area.

2. Maintain the Residential (R) General Plan designation with one-family residential development. The aggregate gross density for any development or SDP should not exceed four units per acre, except as designated in item number 12.

The proposed development associated with this proposed zone change will have an average density of approximately 3.3 units per acre (51/15.5), which is well below the specified 4 units per acre.

3. Restrict the conversion of agricultural lands to urban development until the majority of vacant land in the Residential (R) area is developed in order to provide logical sequencing of development where infrastructure is available to support increased density and to avoid leap-frog development.

While the General Plan designation for the subject site is Residential, the subject site is not contiguous to existing residentially-zoned property, and therefore, represents a form of leap-frog development. However, the applicant has worked closely with the Public Works Department to ensure adequate public utilities will be available to support the proposed development. Further, the proposed zone change is consistent with the intention of the General Plan to have this area of Provo transition to residential development.

4. Land within the Federal Emergency Management Agency's (FEMA) definition of the "AE" flood zone, as defined on the Flood Insurance Rate Map (FIRM), should be included within the Provo City General Plan Map designation of Developmentally Sensitive (DS) and will be subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in the FEMA AE flood zone.

5. Development of wetlands and flood plain south of the Utah Lake meander line should be prohibited or restricted, subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in a designated a wetland area or within the flood plain.

6. The Southwest Area encompasses the majority of Provo City's significant undeveloped tracts of land. Development of many of these areas will have a direct impact on Provo City's existing utility and street systems. Some of these areas were not included in the current Transportation Master Plan or the Wastewater Collection System Master Plan. Updates to these planning documents will need to be made in order to evaluate and respond to the impact of new development on critical infrastructures.

The applicant has worked closely with the Public Works Department and it has been determined that the existing Wastewater Collection System will be adequate to accommodate the proposed development. As mentioned above, the proposed development will have a density less than four units per acre, which is what the existing Wastewater Collection System was designed for.

Additionally, the applicant has worked with the Public Works Department, and will continue to do so, regarding transportation in the area. If approved, the applicant would be responsible for the planned expansion of 1600 West for the area fronting the development from the centerline of the road to the applicant's property line.

7. It is the intent of the City to update these master plans in the near future. No development (including annexation, preliminary plan approval, rezoning, etc.) should occur in areas where development will place a burden upon Provo City and the ability to service the areas, and the City should process requests for additional development west of I-15 only after the City Public Works Department confirms that the street and public utility systems can comfortably absorb the additional development.

As mentioned, the Public Works Department has determined that, contingent upon the required upgrades and expansions to various infrastructure systems, the proposed development can be serviced by the existing utility systems without overburdening any system.

Additionally, the applicant has secured the necessary easements to allow the expansion of the public storm water system to convey in 1600 West south to the new Lakeview Parkway.

8. Subject to documentation that the public street and utility systems can support a new development, it is the intention of the Planning Commission and Municipal Council to encourage private property owners interested in the development of land to cooperatively assemble multiple parcels to allow for large-scale, unified and cohesive development through the application of a Specific Development Plan (SDP).

a) Undeveloped tracts of land, other than those deemed as infill to the development of a general area, should not be annexed into the City, or be rezoned, until a Specific Development Plan addressing that area has been adopted.

Although a SDP has not been adopted for this area, it is in process and the proposed development is generally consistent with the established policies and goals for the area. The proposed zone change will allow for the development of a single-family subdivision which is also consistent with the policies and goals for the area. The proposed development would help to alleviate the need for single-family dwellings in the area and the City of Provo generally.

The General Plan policies for the Sunset Neighborhood include the following:

2. The area between 600 South and 1150 South from 1100 West to 1600 West should be developed with uses compatible with the Residential (R) land use designation. The following guidelines should be considered in the development of this area:

a. The area should be developed (allowably in phases under multiple ownership) as a whole and integrated plan using the SDP process as described in the SW Area Guiding Principles and Goals.

The applicant has assembled four parcels to allow more planned development with a more thoughtful and functional layout. The applicant is in the process of acquiring additional parcels of land adjacent to the subject properties to further expand the proposed development.

c. The area should develop with a rural character in mind and should incorporate a balanced distribution of lot sizes, which should be interspersed amongst each other and should not exceed density limitations expressed in the SW Area Guiding Principles and Goals.

The zone change would allow a proposed one-family dwelling residential development with lot sizing ranging from 8,000 square feet to approximately 9,200 square feet. The proposed development would be well below the limitation of four units per acre.

g. Road connectivity is encouraged in the design of the SDP. Cul-de-sacs will be highly discouraged unless it is demonstrated that alternatives do not exist.

The proposed development was revised to eliminate a second cul-de-sac and increase the connectivity to 1600 West. The proposed development would have three connections to 1600 West and could be expanded with future development to allow access to 1150 South.

Vision 2030 Policies

The Vision 2030 Master Visioning Document contains the following Goals, Objectives, and Action Steps:

Goal 2.1 - Protect existing owner-occupied housing and neighborhoods and encourage an increased percentage of owner-occupied or long-term residency housing in Provo neighborhoods.

The proposed zone change would allow for additional one-family, owner-occupied dwellings in Provo in the Sunset Neighborhood along 1600 West. The proposed R1.8 Zone would allow single-family dwellings on lots of a minimum of 8,000 square feet, which supports Goal 2.1 of the Vision 2030 Master Visioning Document.

Objective 2.1.2 Develop strategies to increase owner occupancy or long-term residency in the city's residential neighborhoods.

The proposed zone change is consistent with the language of the General Plan to allow residential development on the subject parcels and surrounding areas. Providing additional areas for residential development will allow for increased owner-occupancy and long-term residency in the Provo Sunset Neighborhood.

FINDINGS OF FACT

1. Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of zoning map amendments:

Upon receipt of a petition by the Planning Commission, the Commission shall hold a public hearing in accordance with the provisions of Section 14.02.010 of this Title and may approve, conditionally approve, or deny the preliminary project plan. Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

- (a) *Public purpose for the amendment in question.*

The public purpose for the proposed amendment is to allow a zone change for the subject parcels while will provide additional housing stock for residents and to encourage additional single-family residential uses in the Provo Sunset Neighborhood.

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

The amendment supports the policies of the General Plan and the Vision 2030 Master Visioning Document by allowing areas for additional single-

family dwellings. The proposed zoning will allow for development that will be less than the maximum four units per acre which is the current capacity of existing infrastructure and utilities.

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

As detailed above, the proposed amendment is generally consistent with the policies, goals, and objectives of the General Plan.

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

The proposed amendment has been reviewed individually and services can be provided to the proposed development.

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

The proposed amendment will not hinder the attainment of the cited policy.

- (f) *Adverse impacts on adjacent land owners.*

The proposed amendment is not anticipated to create adverse negative impacts on surrounding land owners. The development of the area into additional residential units will provide additional services and improved connectivity.

It should be noted, however, that the proposed zone change will allow a change from the established agricultural character of the neighborhood. The proposed development will contribute to additional traffic in the area; however, the additional traffic will not necessitate the expansion of 1600 West at this time.

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

The subject property represents an area of transition from agricultural uses to more residential development. This is reflected in the General Plan designation for the area being Residential rather than Agricultural, while the zoning designation for the area remained A1.1. It was anticipated that at an appropriate time, after sufficient parcels had been agglomerated, an

applicant would seek to change the zoning. Thus, the original zoning and General Plan designations are correct.

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

No conflict exists.

STAFF ANALYSIS

The proposed zoning change will allow for the development of a 51-unit, single-family dwelling subdivision with an approximate density of 3.3 units per acre. The proposed R1.8 Zone will not be contiguous with any other residential zones and will be considered “spot zoning;” however, the General Plan designation for the subject site and all surrounding parcels, except Footprinters Park” is residential. Therefore, it is anticipated that at some point in the future additional parcels will be amended to reflect a similar residential zoning.

The applicant has worked closely with the Public Works Department to ensure adequate infrastructure and utilities will be available. The applicant will continue to work with the Public Works Department throughout the subsequent subdivision process to address any additional concerns.

CONCLUSIONS

The proposed Zoning Map Amendment is consistent with the guidelines established for consideration of zoning map amendments.

STAFF RECOMMENDATION

Staff suggests that the Planning Commission forward a positive recommendation for a zone change from the A1.1 to the R1.8 Residential Zone with a minimum lots of 8,000 square feet for property located at approximately 965 South 1600 West in the Sunset Neighborhood, subject to the following conditions:

1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

ATTACHMENTS:

- 1. SITE PLAN**
- 2. LETTER FROM NEIGHBORHOOD CHAIR**

2. Letter from Neighborhood Chair

From: [Brian Taylor](#)
To: [Nathan Walch](#); [Shannon Jenks](#); [krissymiller@live.com](#); [hsail@me.com](#); [marylee@urbans.us](#); [nparamore@gmail.com](#); [jhwing51@hotmail.com](#); [Frank_Stuffs@byu.edu](#); [tbgammon@gmail.com](#); [jule.chuck1@gmail.com](#); [kelleyholenn77@gmail.com](#); [bsomison@hotmail.com](#); [craig.schroerlucke@gmail.com](#); [Selby Herrin](#); [m.g.scott@hotmail.com](#); [eeddington@comcast.net](#); [howlin65@gmail.com](#); [jonuwell@gmail.com](#); [davesewellprovo@gmail.com](#); [Jule Bash](#); [allinger6@gmail.com](#); [Robert Mills](#); [alan@urinedevelopment.com](#)
Subject: Sunset Neighborhood Meeting
Date: Thursday, February 04, 2016 8:13:01 PM

All,

I would like to start this letter by stating how grateful I was to see so many of our Sunset neighbors participate in this very important meeting. I am grateful for Nathan Walch and Shannon Jenks for volunteering to become Vice-Chairs and for their support in our efforts to increase neighborhood participation and unity.

One of the main topics was the proposed development on 1600 West, Scott's Corner. I was encouraged by Alan and his group to bring their proposal to our neighbors and that the proposed layout of the development was in line with a number of developments in the area. The following is a list of points I took from the meeting and I would like to pass along to both the developer and the city:

- 1) There was NOT a strong feeling that the development should not be allowed to be established or that the design, land use or proposed lot sizes/house sizes were unacceptable
- 2) There was NOT a strong feeling that the developer could NOT proceed with the plans as they were proposed.
- 3) I did however get a very strong feeling that the neighbors were extremely reluctant to approve the extreme widening of 1600 West to accommodate any additional traffic due to the development
- 4) That the sewer for the development was going to be attached to the link under 1600 West instead of taking the sewer and other utilities East to 1100 west.
- 5) They were very uncomfortable with the idea that the city was not going to require a second egress to the development and that 1600 West would become "over burdened" by the additional traffic from the new development.
- 6) The fact that the city would require sidewalks and park strips along the new development but to add this requirement to the existing residents would be good for the safety of children walking from the development to the school, but would be a burden on the residents to pay for these improvements themselves as was the case on 1100 West. And for the amount of property that would have to be "surrendered" to the city for these improvements would remove the entirety of some residents front yard.
- 7) There needs to be a clear understanding and plan from the city as to what is to be done with 1600 West before ANYONE feels comfortable with the addition of a single new home along 1600 West. The widening of this road to the extent which has been rumored is absolutely unacceptable and MUST be addressed prior to the addition of the development.

Please let me know if these points clearly and correctly portray your recollection of the meeting and your desires for further information. Thank you once again for your time and efforts to be active in this process.

Brian Taylor, Nathan Walch, Shannon Jenks



**Planning Commission
Staff Report Rezone
Hearing Date: July 13, 2016**

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.55 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 50-lot single-family subdivision. **Sunset Neighborhood.** 15-0014R, Robert Mills, 801-852-6407

Applicant: Monterey-Ellis, LLC
Staff Coordinator: Robert Mills
Property Owners: Edward and Deedra Scott; Ronald Mooney; Deanne Kallas
Parcel ID#: 210400080, 210400089, 210400086, and 210430002
Current Zone: AG1.1
Proposed Zone: R1.8
General Plan Des.: Residential
Acreage: 15.5
Number of Properties: 4
Number of Lots: 4
Development Agreement Proffered: No.
Council Action Required: Yes.

ALTERNATIVE ACTIONS

- 1. Recommend Approval** of the proposed rezoning, as presented in the Staff Report or with changes. *This action would be consistent with the recommendation of the Staff Report. Any changes should be stated with the motion.*
- 2. Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is July 27, 2016, 5:30 p.m.*
- 3. Recommend Denial** of the proposed rezoning. *This would be a change from the Staff recommendation; the Planning Commission should state new findings*

Current Legal Use: Agricultural Land
Relevant History: There is one existing home on one of the properties which was constructed in 1955. That dwelling will remain.
Neighborhood Issues: A neighborhood meeting was held in February of 2016. The neighborhood was generally comfortable with the type of development and the proposed density. The major concern was the expansion of 1600 West.
Summary of Key Issues:

1. The proposed zone change is consistent with the General Plan designation for the area.
2. In the CRC Process, several concerns regarding infrastructure were raised; however those issues have been adequately resolved.

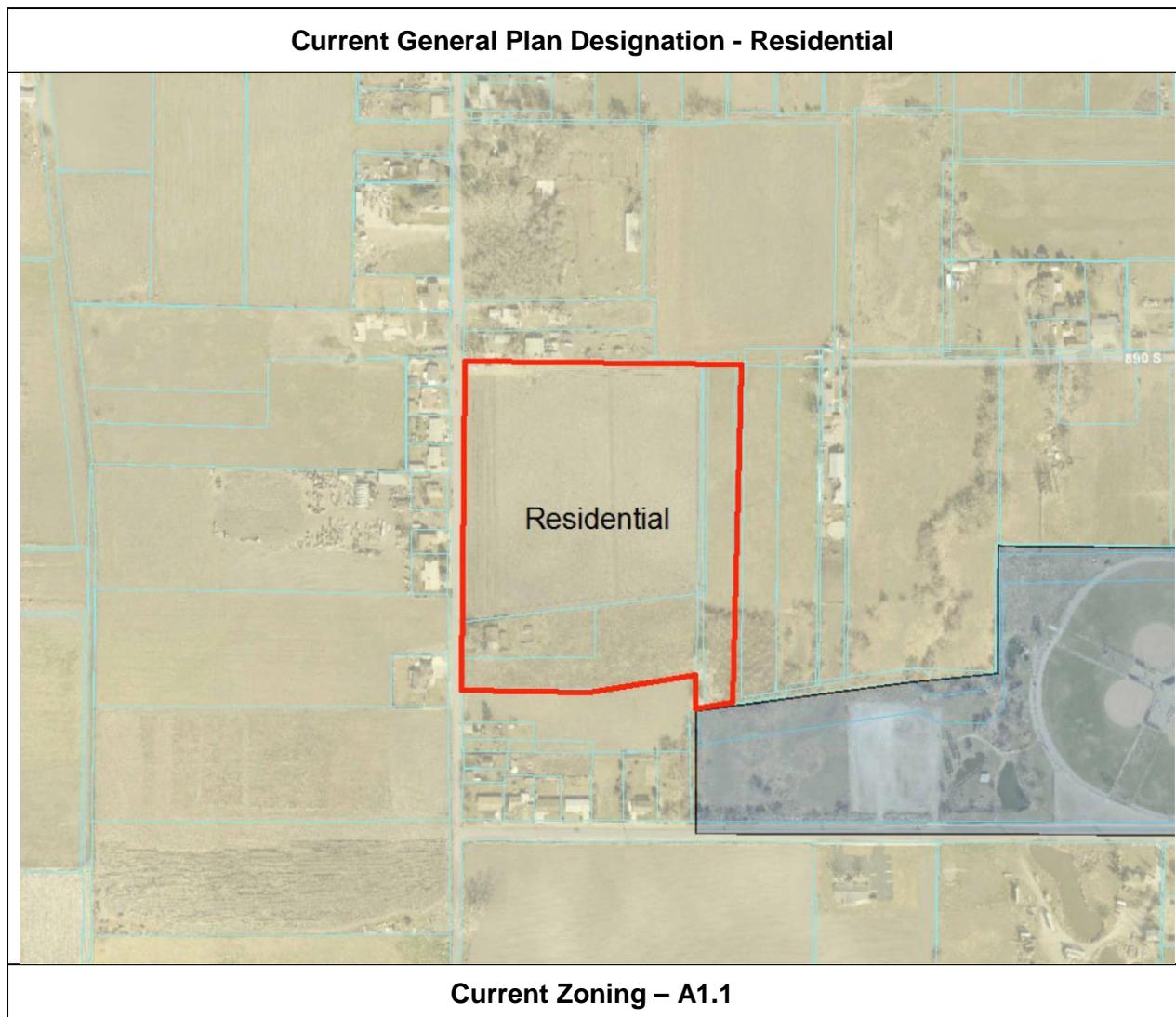
Staff Recommendation: Staff recommends that the Planning Commission forward a positive recommendation to the Municipal Council to adopt the proposed zone change with the following recommendations:

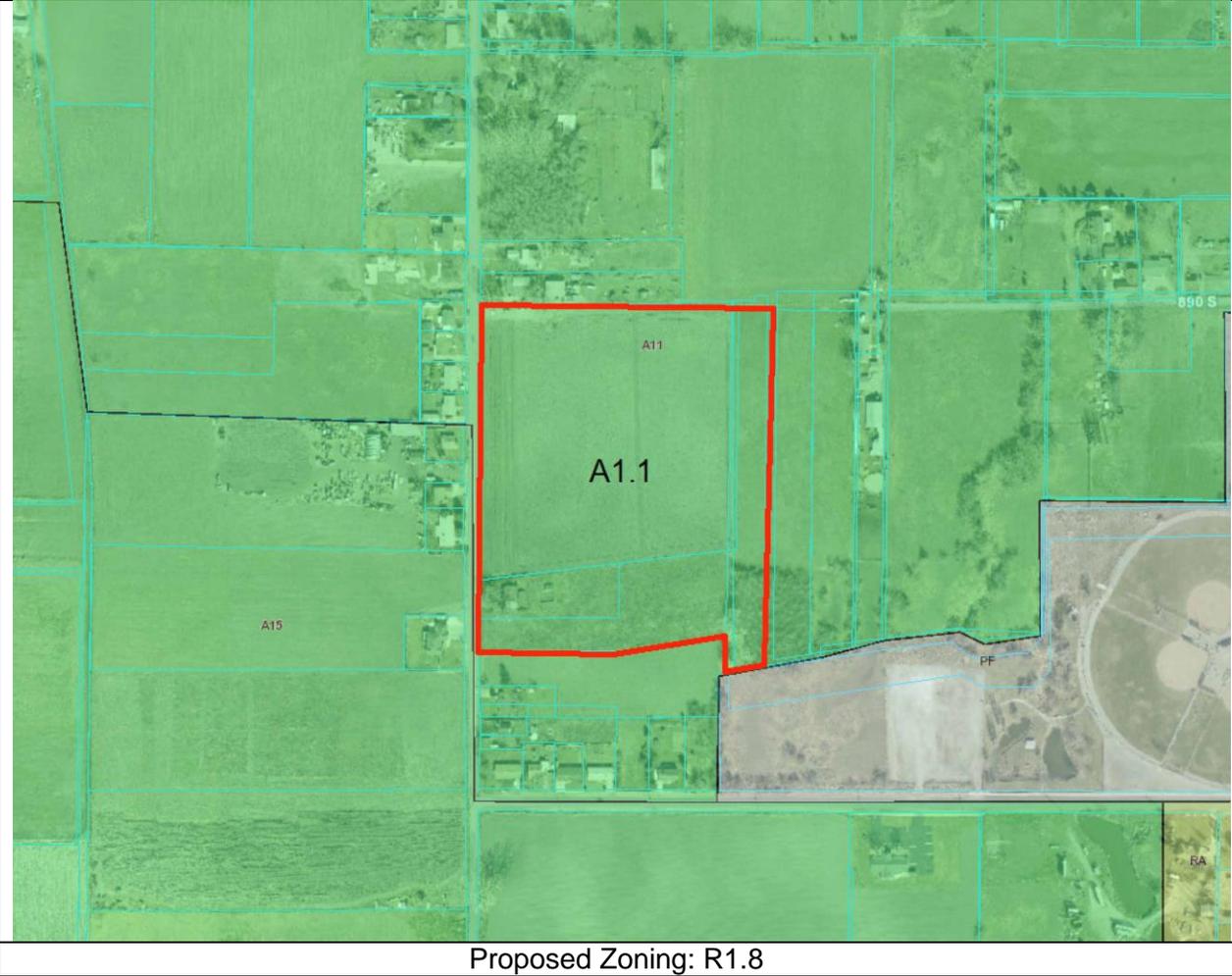
1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

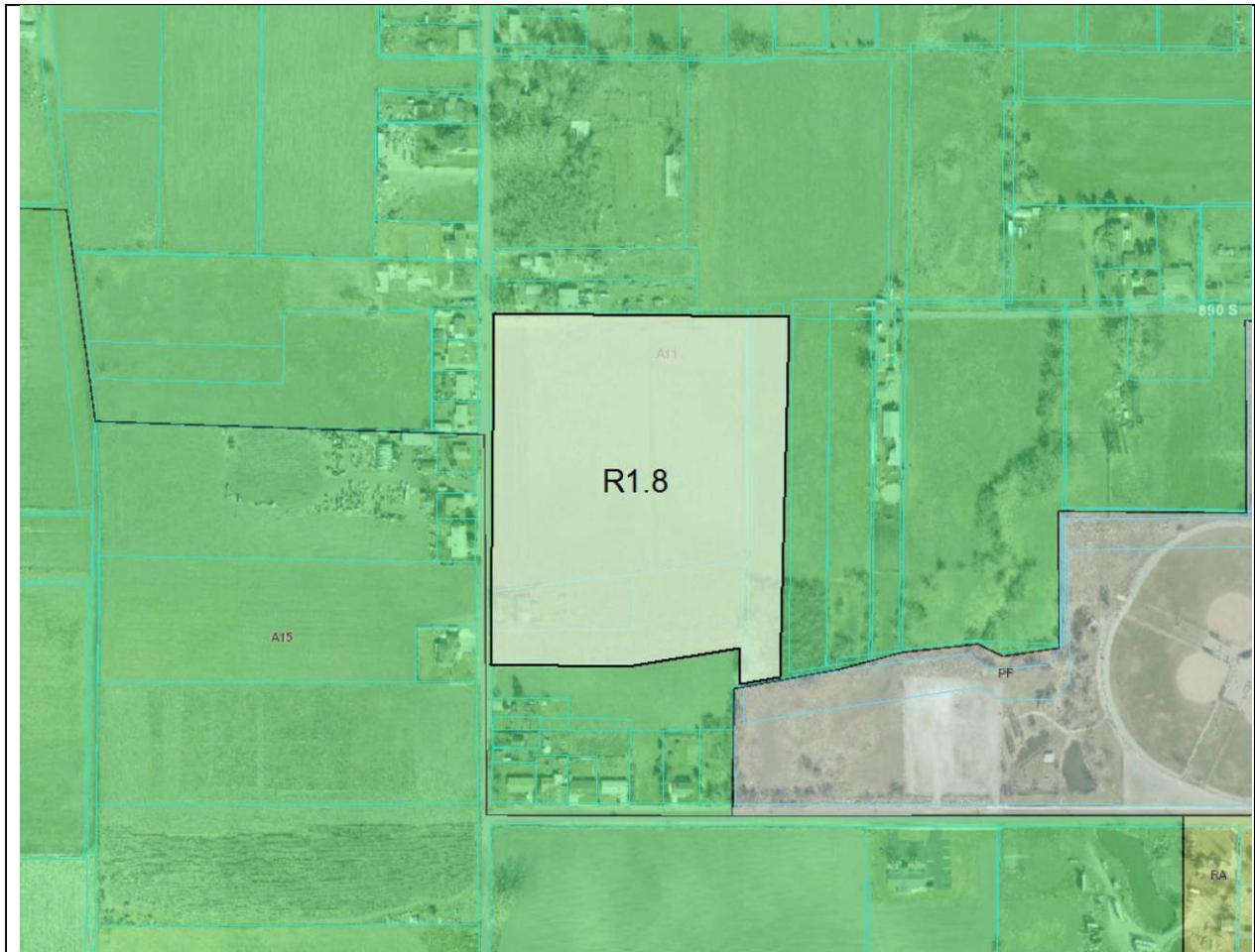
OVERVIEW

The applicant is proposing a zone change request to change the existing A1.1 Agricultural Zone designation to the R1.8 Residential Zone to allow a 50-lot subdivision. The proposed area consists of four parcels totaling approximately 15.5 acres. The proposed project area fronts 1600 West and would have three ingress and egress points along 1600 West.

The following table depicts the current General Plan designation and zoning designation, as well as the proposed zoning designation.







GENERAL PLAN POLICIES

The following policies and goals are taken from the General Plan and are considered to be shared, to some degree, by all of the Southwest Area neighborhoods and apply in addition to the policies listed individually for each neighborhood. Details on how the proposed zone change adheres to the Southwest Area guiding principles, policies and goals are provided in **bold**.

1. Protect viable, significant areas of one-family structures in areas designated as Residential (R) on the General Plan Map.

The proposed zone change will increase the availability of land for development of one-family structures in the Southwest Provo area and help to further establish the area for

single family use. This will not have a significant impact on existing one-family dwelling areas already established in the Southwest area.

2. Maintain the Residential (R) General Plan designation with one-family residential development. The aggregate gross density for any development or SDP should not exceed four units per acre, except as designated in item number 12.

The proposed development associated with this proposed zone change will have an average density of approximately 3.3 units per acre (51/15.5), which is well below the specified 4 units per acre.

3. Restrict the conversion of agricultural lands to urban development until the majority of vacant land in the Residential (R) area is developed in order to provide logical sequencing of development where infrastructure is available to support increased density and to avoid leap-frog development.

While the General Plan designation for the subject site is Residential, the subject site is not contiguous to existing residentially-zoned property, and therefore, represents a form of leap-frog development. However, the applicant has worked closely with the Public Works Department to ensure adequate public utilities will be available to support the proposed development. Further, the proposed zone change is consistent with the intention of the General Plan to have this area of Provo transition to residential development.

4. Land within the Federal Emergency Management Agency's (FEMA) definition of the "AE" flood zone, as defined on the Flood Insurance Rate Map (FIRM), should be included within the Provo City General Plan Map designation of Developmentally Sensitive (DS) and will be subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in the FEMA AE flood zone.

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Additionally, the applicant has worked with the Public Works Department, and will continue to do so, regarding transportation in the area. If approved, the applicant would be responsible for the planned expansion of 1600 West for the area fronting the development from the centerline of the road to the applicant's property line.

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Additionally, the applicant has secured the necessary easements to allow the expansion of the public storm water system to convey in 1600 West south to the new Lakeview Parkway.

8. Subject to documentation that the public street and utility systems can support a new development, it is the intention of the Planning Commission and Municipal Council to encourage private property owners interested in the development of land to cooperatively assemble multiple parcels to allow for large-scale, unified and cohesive development through the application of a Specific Development Plan (SDP).

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Although a SDP has not been adopted for this area, it is in process and the proposed development is generally consistent with the established policies and goals for the area. The proposed zone change will allow for the development of a single-family subdivision which is also consistent with the policies and goals for the area. The proposed development would help to alleviate the need for single-family dwellings in the area and the City of Provo generally.

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The applicant has assembled four parcels to allow more planned development with a more thoughtful and functional layout. The applicant is in the process of acquiring additional parcels of land adjacent to the subject properties to further expand the proposed development.

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The zone change would allow a proposed one-family dwelling residential development with lot sizing ranging from 8,000 square feet to approximately 9,200 square feet. The proposed development would be well below the limitation of four units per acre.

g. Road connectivity is encouraged in the design of the SDP. Cul-de-sacs will be highly discouraged unless it is demonstrated that alternatives do not exist.

The proposed development was revised to eliminate a second cul-de-sac and increase the connectivity to 1600 West. The proposed development would have three connections to 1600 West and could be expanded with future development to allow access to 1150 South.

Vision 2030 Policies

The Vision 2030 Master Visioning Document contains the following Goals, Objectives, and Action Steps:

Goal 2.1 - Protect existing owner-occupied housing and neighborhoods and encourage an increased percentage of owner-occupied or long-term residency housing in Provo neighborhoods.

The proposed zone change would allow for additional one-family, owner-occupied dwellings in Provo in the Sunset Neighborhood along 1600 West. The proposed R1.8 Zone would allow single-family dwellings on lots of a minimum of 8,000 square feet, which supports Goal 2.1 of the Vision 2030 Master Visioning Document.

Objective 2.1.2 Develop strategies to increase owner occupancy or long-term residency in the city's residential neighborhoods.

The proposed zone change is consistent with the language of the General Plan to allow residential development on the subject parcels and surrounding areas. Providing additional areas for residential development will allow for increased owner-occupancy and long-term residency in the Provo Sunset Neighborhood.

FINDINGS OF FACT

1. Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of zoning map amendments:

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

The amendment supports the policies of the General Plan and the Vision 2030 Master Visioning Document by allowing areas for additional single-

family dwellings. The proposed zoning will allow for development that will be less than the maximum four units per acre which is the current capacity of existing infrastructure and utilities.

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

As detailed above, the proposed amendment is generally consistent with the policies, goals, and objectives of the General Plan.

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

The proposed amendment has been reviewed individually and services can be provided to the proposed development.

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

The proposed amendment will not hinder the attainment of the cited policy.

- (f) *Adverse impacts on adjacent land owners.*

The proposed amendment is not anticipated to create adverse negative impacts on surrounding land owners. The development of the area into additional residential units will provide additional services and improved connectivity.

It should be noted, however, that the proposed zone change will allow a change from the established agricultural character of the neighborhood. The proposed development will contribute to additional traffic in the area; however, the additional traffic will not necessitate the expansion of 1600 West at this time.

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No conflict exists.

STAFF ANALYSIS

The proposed zoning change will allow for the development of a 51-unit, single-family dwelling subdivision with an approximate density of 3.3 units per acre. The proposed R1.8 Zone will not be contiguous with any other residential zones and will be considered “spot zoning;” however, the General Plan designation for the subject site and all surrounding parcels, except Footprinters Park” is residential. Therefore, it is anticipated that at some point in the future additional parcels will be amended to reflect a similar residential zoning.

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CONCLUSIONS

The proposed Zoning Map Amendment is consistent with the guidelines established for consideration of zoning map amendments.

STAFF RECOMMENDATION

Staff suggests that the Planning Commission forward a positive recommendation for a zone change from the A1.1 to the R1.8 Residential Zone with a minimum lots of 8,000 square feet for property located at approximately 965 South 1600 West in the Sunset Neighborhood, subject to the following conditions:

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2. Letter from Neighborhood Chair

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- 4) That the sewer for the development was going to be attached to the link under 1600 West instead of taking the sewer and other utilities East to 1100 west.
- 5) They were very uncomfortable with the idea that the city was not going to require a second egress to the development and that 1600 West would become "over burdened" by the additional traffic from the new development.
- 6) The fact that the city would require sidewalks and park strips along the new development but to add this requirement to the existing residents would be good for the safety of children walking from the development to the school, but would be a burden on the residents to pay for these improvements themselves as was the case on 1100 West. And for the amount of property that would have to be "surrendered" to the city for these improvements would remove the entirety of some residents front yard.
- 7) There needs to be a clear understanding and plan from the city as to what is to be done with 1600 West before ANYONE feels comfortable with the addition of a single new home along 1600 West. The widening of this road to the extent which has been rumored is absolutely unacceptable and MUST be addressed prior to the addition of the development.

Please let me know if these points clearly and correctly portray your recollection of the meeting and your desires for further information. Thank you once again for your time and efforts to be active in this process.

Brian Taylor, Nathan Walch, Shannon Jenks



**Planning Commission
Staff Report Rezone
Hearing Date: July 13, 2016**

ITEM 1* Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.55 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 50-lot single-family subdivision. **Sunset Neighborhood.** 15-0014R, Robert Mills, 801-852-6407

Applicant: Monterey-Ellis, LLC
Staff Coordinator: Robert Mills
Property Owners: Edward and Deedra Scott; Ronald Mooney; Deanne Kallas
Parcel ID#: 210400080, 210400089, 210400086, and 210430002
Current Zone: AG1.1
Proposed Zone: R1.8
General Plan Des.: Residential
Acreage: 15.5
Number of Properties: 4
Number of Lots: 4
Development Agreement Proffered: No.
Council Action Required: Yes.

ALTERNATIVE ACTIONS

1. **Recommend Approval** of the proposed rezoning, as presented in the Staff Report or with changes. *This action would be consistent with the recommendation of the Staff Report. Any changes should be stated with the motion.*
2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is July 27, 2016, 5:30 p.m.*
3. **Recommend Denial** of the proposed rezoning. *This would be a change from the Staff recommendation; the Planning Commission should state new findings*

Current Legal Use: Agricultural Land
Relevant History: There is one existing home on one of the properties which was constructed in 1955. That dwelling will remain.
Neighborhood Issues: A neighborhood meeting was held in February of 2016. The neighborhood was generally comfortable with the type of development and the proposed density. The major concern was the expansion of 1600 West.
Summary of Key Issues:

1. The proposed zone change is consistent with the General Plan designation for the area.
2. In the CRC Process, several concerns regarding infrastructure were raised; however those issues have been adequately resolved.

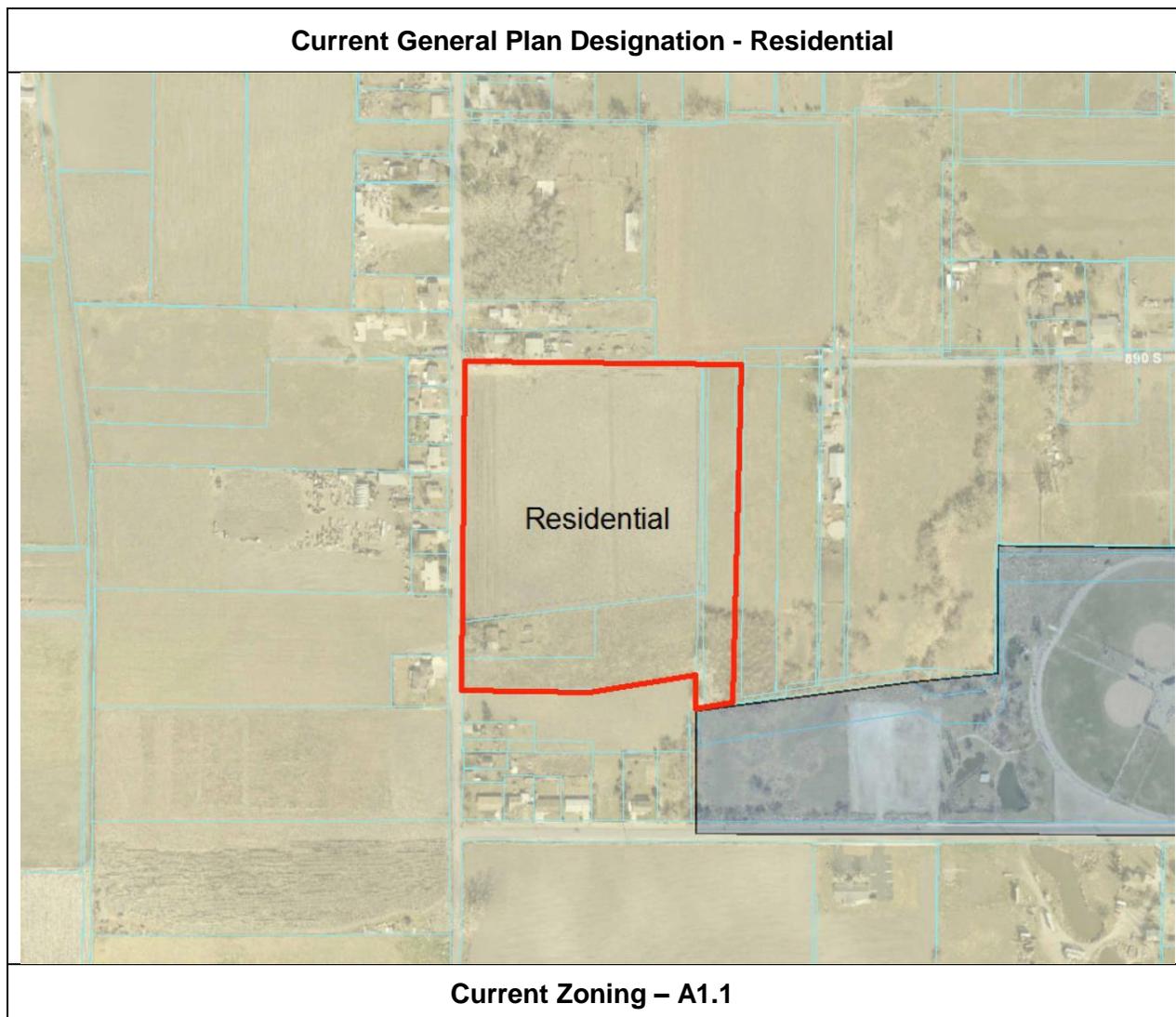
Staff Recommendation: Staff recommends that the Planning Commission forward a positive recommendation to the Municipal Council to adopt the proposed zone change with the following recommendations:

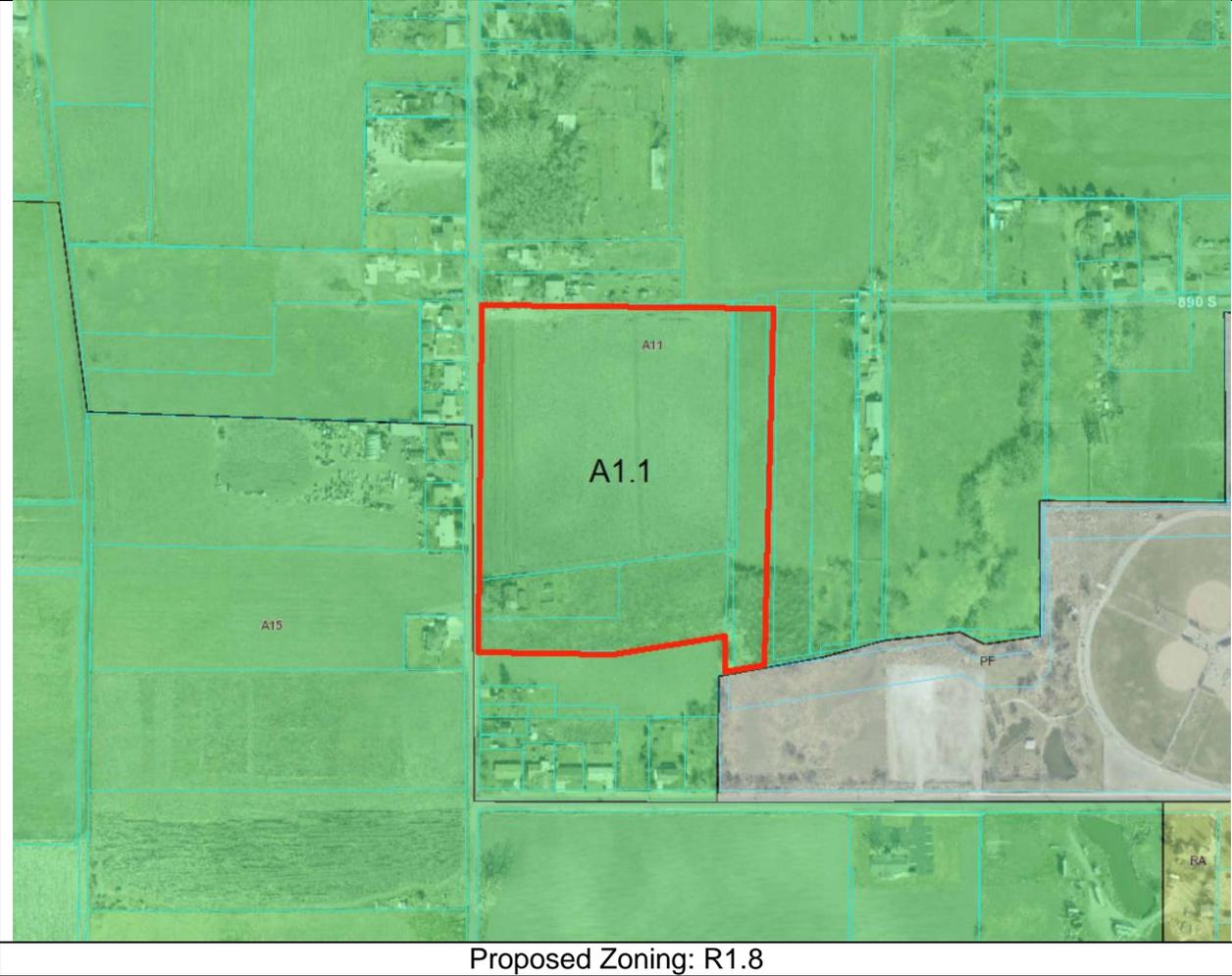
1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

OVERVIEW

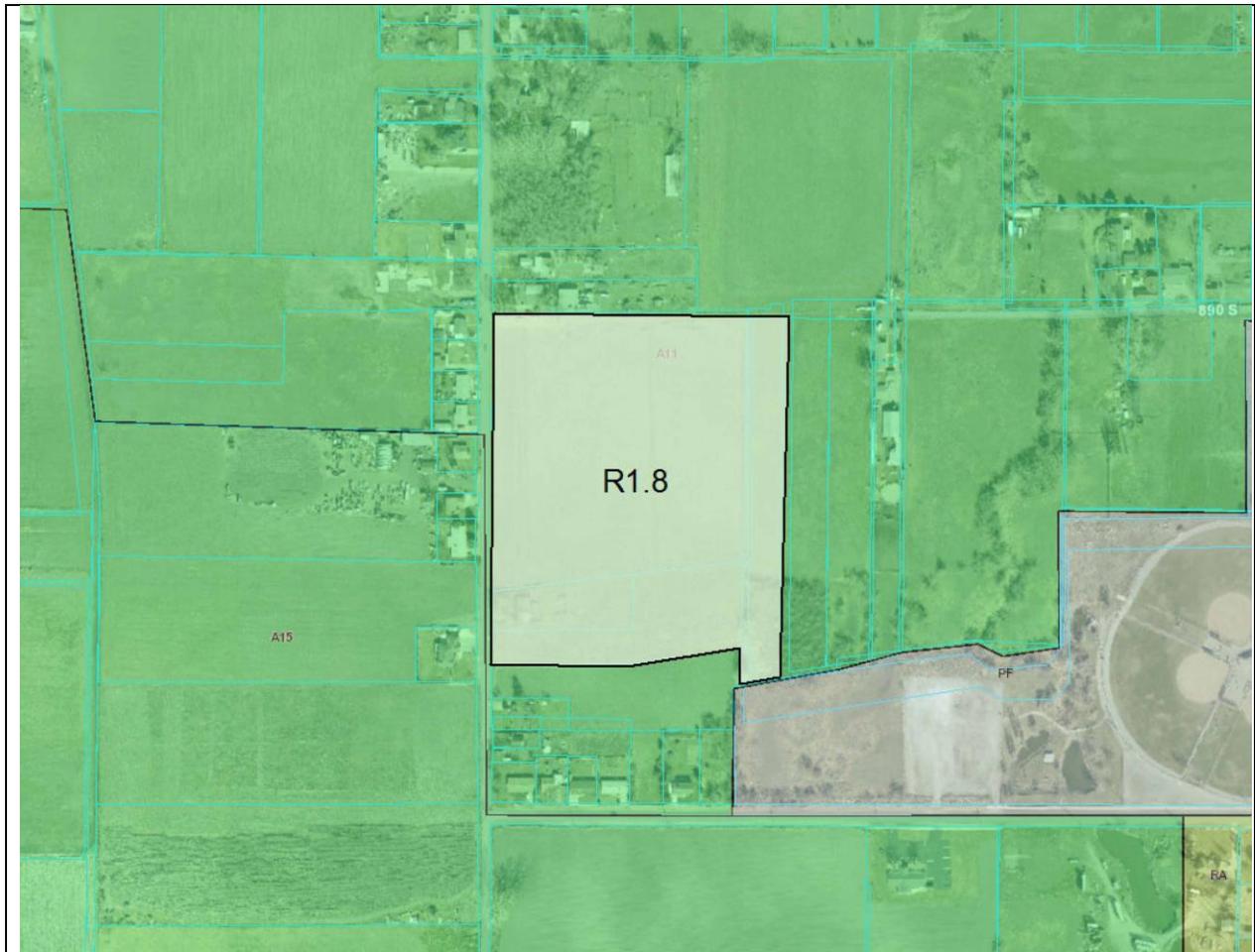
The applicant is proposing a zone change request to change the existing A1.1 Agricultural Zone designation to the R1.8 Residential Zone to allow a 50-lot subdivision. The proposed area consists of four parcels totaling approximately 15.5 acres. The proposed project area fronts 1600 West and would have three ingress and egress points along 1600 West.

The following table depicts the current General Plan designation and zoning designation, as well as the proposed zoning designation.





Proposed Zoning: R1.8



GENERAL PLAN POLICIES

The following policies and goals are taken from the General Plan and are considered to be shared, to some degree, by all of the Southwest Area neighborhoods and apply in addition to the policies listed individually for each neighborhood. Details on how the proposed zone change adheres to the Southwest Area guiding principles, policies and goals are provided in **bold**.

1. Protect viable, significant areas of one-family structures in areas designated as Residential (R) on the General Plan Map.

The proposed zone change will increase the availability of land for development of one-family structures in the Southwest Provo area and help to further establish the area for

single family use. This will not have a significant impact on existing one-family dwelling areas already established in the Southwest area.

2. Maintain the Residential (R) General Plan designation with one-family residential development. The aggregate gross density for any development or SDP should not exceed four units per acre, except as designated in item number 12.

The proposed development associated with this proposed zone change will have an average density of approximately 3.3 units per acre (51/15.5), which is well below the specified 4 units per acre.

3. Restrict the conversion of agricultural lands to urban development until the majority of vacant land in the Residential (R) area is developed in order to provide logical sequencing of development where infrastructure is available to support increased density and to avoid leap-frog development.

While the General Plan designation for the subject site is Residential, the subject site is not contiguous to existing residentially-zoned property, and therefore, represents a form of leap-frog development. However, the applicant has worked closely with the Public Works Department to ensure adequate public utilities will be available to support the proposed development. Further, the proposed zone change is consistent with the intention of the General Plan to have this area of Provo transition to residential development.

4. Land within the Federal Emergency Management Agency's (FEMA) definition of the "AE" flood zone, as defined on the Flood Insurance Rate Map (FIRM), should be included within the Provo City General Plan Map designation of Developmentally Sensitive (DS) and will be subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in the FEMA AE flood zone.

5. Development of wetlands and flood plain south of the Utah Lake meander line should be prohibited or restricted, subject to studies of potential wetlands, flood plains or other conditions, as required by the City Engineer or by any State or Federal regulatory agency with jurisdiction to ensure that sensitive lands are appropriately developed or, where necessary to protect people, property or significant natural features, withheld from development.

The proposed site is not currently in a designated a wetland area or within the flood plain.

6. The Southwest Area encompasses the majority of Provo City's significant undeveloped tracts of land. Development of many of these areas will have a direct impact on Provo City's existing utility and street systems. Some of these areas were not included in the current Transportation Master Plan or the Wastewater Collection System Master Plan. Updates to these planning documents will need to be made in order to evaluate and respond to the impact of new development on critical infrastructures.

The applicant has worked closely with the Public Works Department and it has been determined that the existing Wastewater Collection System will be adequate to accommodate the proposed development. As mentioned above, the proposed development will have a density less than four units per acre, which is what the existing Wastewater Collection System was designed for.

Additionally, the applicant has worked with the Public Works Department, and will continue to do so, regarding transportation in the area. If approved, the applicant would be responsible for the planned expansion of 1600 West for the area fronting the development from the centerline of the road to the applicant's property line.

7. It is the intent of the City to update these master plans in the near future. No development (including annexation, preliminary plan approval, rezoning, etc.) should occur in areas where development will place a burden upon Provo City and the ability to service the areas, and the City should process requests for additional development west of I-15 only after the City Public Works Department confirms that the street and public utility systems can comfortably absorb the additional development.

As mentioned, the Public Works Department has determined that, contingent upon the required upgrades and expansions to various infrastructure systems, the proposed development can be serviced by the existing utility systems without overburdening any system.

Additionally, the applicant has secured the necessary easements to allow the expansion of the public storm water system to convey in 1600 West south to the new Lakeview Parkway.

8. Subject to documentation that the public street and utility systems can support a new development, it is the intention of the Planning Commission and Municipal Council to encourage private property owners interested in the development of land to cooperatively assemble multiple parcels to allow for large-scale, unified and cohesive development through the application of a Specific Development Plan (SDP).

a) Undeveloped tracts of land, other than those deemed as infill to the development of a general area, should not be annexed into the City, or be rezoned, until a Specific Development Plan addressing that area has been adopted.

Although a SDP has not been adopted for this area, it is in process and the proposed development is generally consistent with the established policies and goals for the area. The proposed zone change will allow for the development of a single-family subdivision which is also consistent with the policies and goals for the area. The proposed development would help to alleviate the need for single-family dwellings in the area and the City of Provo generally.

The General Plan policies for the Sunset Neighborhood include the following:

2. The area between 600 South and 1150 South from 1100 West to 1600 West should be developed with uses compatible with the Residential (R) land use designation. The following guidelines should be considered in the development of this area:

a. The area should be developed (allowably in phases under multiple ownership) as a whole and integrated plan using the SDP process as described in the SW Area Guiding Principles and Goals.

The applicant has assembled four parcels to allow more planned development with a more thoughtful and functional layout. The applicant is in the process of acquiring additional parcels of land adjacent to the subject properties to further expand the proposed development.

c. The area should develop with a rural character in mind and should incorporate a balanced distribution of lot sizes, which should be interspersed amongst each other and should not exceed density limitations expressed in the SW Area Guiding Principles and Goals.

The zone change would allow a proposed one-family dwelling residential development with lot sizing ranging from 8,000 square feet to approximately 9,200 square feet. The proposed development would be well below the limitation of four units per acre.

g. Road connectivity is encouraged in the design of the SDP. Cul-de-sacs will be highly discouraged unless it is demonstrated that alternatives do not exist.

The proposed development was revised to eliminate a second cul-de-sac and increase the connectivity to 1600 West. The proposed development would have three connections to 1600 West and could be expanded with future development to allow access to 1150 South.

Vision 2030 Policies

The Vision 2030 Master Visioning Document contains the following Goals, Objectives, and Action Steps:

Goal 2.1 - Protect existing owner-occupied housing and neighborhoods and encourage an increased percentage of owner-occupied or long-term residency housing in Provo neighborhoods.

The proposed zone change would allow for additional one-family, owner-occupied dwellings in Provo in the Sunset Neighborhood along 1600 West. The proposed R1.8 Zone would allow single-family dwellings on lots of a minimum of 8,000 square feet, which supports Goal 2.1 of the Vision 2030 Master Visioning Document.

Objective 2.1.2 Develop strategies to increase owner occupancy or long-term residency in the city's residential neighborhoods.

The proposed zone change is consistent with the language of the General Plan to allow residential development on the subject parcels and surrounding areas. Providing additional areas for residential development will allow for increased owner-occupancy and long-term residency in the Provo Sunset Neighborhood.

FINDINGS OF FACT

1. Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of zoning map amendments:

Upon receipt of a petition by the Planning Commission, the Commission shall hold a public hearing in accordance with the provisions of Section 14.02.010 of this Title and may approve, conditionally approve, or deny the preliminary project plan. Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

- (a) *Public purpose for the amendment in question.*

The public purposed for the proposed amendment is to allow a zone change for the subject parcels while will provide additional housing stock for residents and to encourage additional single-family residential uses in the Provo Sunset Neighborhood.

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

The amendment supports the policies of the General Plan and the Vision 2030 Master Visioning Document by allowing areas for additional single-

family dwellings. The proposed zoning will allow for development that will be less than the maximum four units per acre which is the current capacity of existing infrastructure and utilities.

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

As detailed above, the proposed amendment is generally consistent with the policies, goals, and objectives of the General Plan.

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

The proposed amendment has been reviewed individually and services can be provided to the proposed development.

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

The proposed amendment will not hinder the attainment of the cited policy.

- (f) *Adverse impacts on adjacent land owners.*

The proposed amendment is not anticipated to create adverse negative impacts on surrounding land owners. The development of the area into additional residential units will provide additional services and improved connectivity.

It should be noted, however, that the proposed zone change will allow a change from the established agricultural character of the neighborhood. The proposed development will contribute to additional traffic in the area; however, the additional traffic will not necessitate the expansion of 1600 West at this time.

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

The subject property represents an area of transition from agricultural uses to more residential development. This is reflected in the General Plan designation for the area being Residential rather than Agricultural, while the zoning designation for the area remained A1.1. It was anticipated that at an appropriate time, after sufficient parcels had been agglomerated, an

applicant would seek to change the zoning. Thus, the original zoning and General Plan designations are correct.

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

No conflict exists.

STAFF ANALYSIS

The proposed zoning change will allow for the development of a 51-unit, single-family dwelling subdivision with an approximate density of 3.3 units per acre. The proposed R1.8 Zone will not be contiguous with any other residential zones and will be considered “spot zoning;” however, the General Plan designation for the subject site and all surrounding parcels, except Footprinters Park” is residential. Therefore, it is anticipated that at some point in the future additional parcels will be amended to reflect a similar residential zoning.

The applicant has worked closely with the Public Works Department to ensure adequate infrastructure and utilities will be available. The applicant will continue to work with the Public Works Department throughout the subsequent subdivision process to address any additional concerns.

CONCLUSIONS

The proposed Zoning Map Amendment is consistent with the guidelines established for consideration of zoning map amendments.

STAFF RECOMMENDATION

Staff suggests that the Planning Commission forward a positive recommendation for a zone change from the A1.1 to the R1.8 Residential Zone with a minimum lots of 8,000 square feet for property located at approximately 965 South 1600 West in the Sunset Neighborhood, subject to the following conditions:

1. All outstanding CRC conditions shall be resolved prior to Building Permit approval.
2. The applicant shall include in the recorded covenants of each lot a stipulation that variance requests to allow construction within any required yard will not be approved.

ATTACHMENTS:

- 1. SITE PLAN**
- 2. LETTER FROM NEIGHBORHOOD CHAIR**

2. Letter from Neighborhood Chair

From: [Brian Taylor](#)
To: [Nathan Walch](#); [Shannon Jenks](#); [krissymiller@live.com](#); [hsail@me.com](#); [marylee@urbans.us](#); [nparamore@gmail.com](#); [jhwing51@hotmail.com](#); [Frank_Stuffs@byu.edu](#); [tbgammon@gmail.com](#); [jule.chuck1@gmail.com](#); [kelleyholenn77@gmail.com](#); [bsomison@hotmail.com](#); [craig.schroerlucke@gmail.com](#); [Selby Herrin](#); [m.g.scott@hotmail.com](#); [eeddington@comcast.net](#); [howlin65@gmail.com](#); [jonwell@gmail.com](#); [davesewellprovo@gmail.com](#); [Julie Bash](#); [allinger6@gmail.com](#); [Robert Mills](#); [alan@urinedevelopment.com](#)
Subject: Sunset Neighborhood Meeting
Date: Thursday, February 04, 2016 8:13:01 PM

All,

I would like to start this letter by stating how grateful I was to see so many of our Sunset neighbors participate in this very important meeting. I am grateful for Nathan Walch and Shannon Jenks for volunteering to become Vice-Chairs and for their support in our efforts to increase neighborhood participation and unity.

One of the main topics was the proposed development on 1600 West, Scott's Corner. I was encouraged by Alan and his group to bring their proposal to our neighbors and that the proposed layout of the development was in line with a number of developments in the area. The following is a list of points I took from the meeting and I would like to pass along to both the developer and the city:

- 1) There was NOT a strong feeling that the development should not be allowed to be established or that the design, land use or proposed lot sizes/house sizes were unacceptable
- 2) There was NOT a strong feeling that the developer could NOT proceed with the plans as they were proposed.
- 3) I did however get a very strong feeling that the neighbors were extremely reluctant to approve the extreme widening of 1600 West to accommodate any additional traffic due to the development
- 4) That the sewer for the development was going to be attached to the link under 1600 West instead of taking the sewer and other utilities East to 1100 west.
- 5) They were very uncomfortable with the idea that the city was not going to require a second egress to the development and that 1600 West would become "over burdened" by the additional traffic from the new development.
- 6) The fact that the city would require sidewalks and park strips along the new development but to add this requirement to the existing residents would be good for the safety of children walking from the development to the school, but would be a burden on the residents to pay for these improvements themselves as was the case on 1100 West. And for the amount of property that would have to be "surrendered" to the city for these improvements would remove the entirety of some residents front yard.
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Please let me know if these points clearly and correctly portray your recollection of the meeting and your desires for further information. Thank you once again for your time and efforts to be active in this process.

Brian Taylor, Nathan Walch, Shannon Jenks



WELCOME HOME

PLANNING COMMISSION

JULY 13, 2016



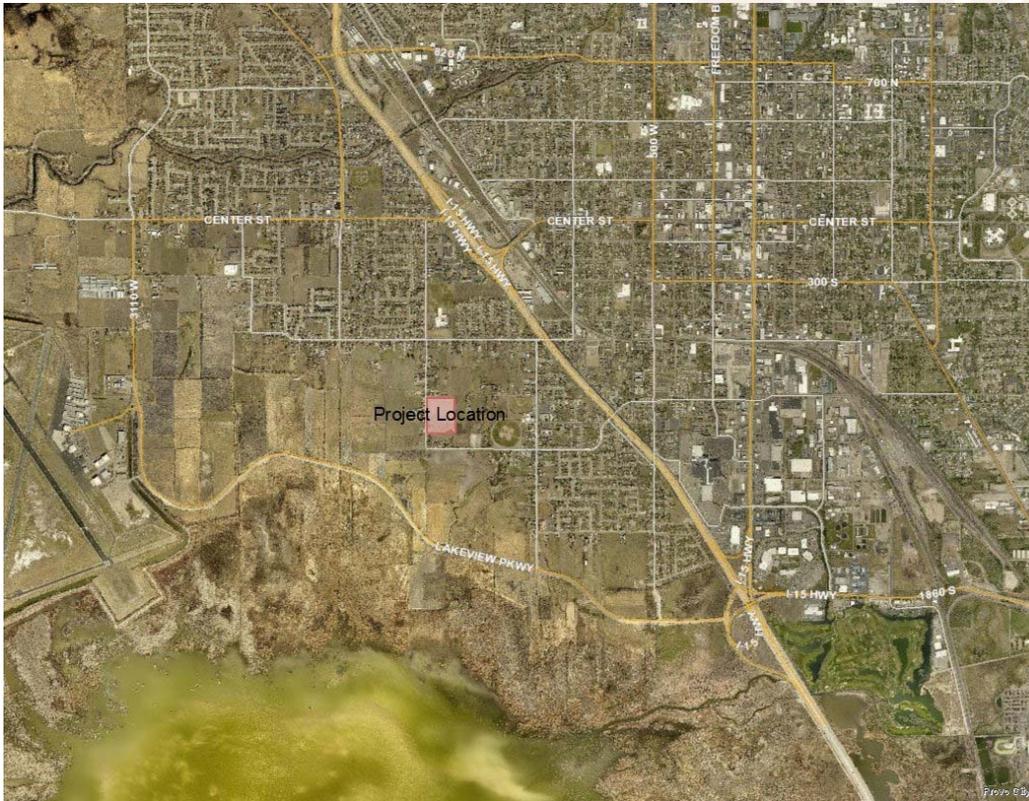
ITEM 1*

Alan Prince, representing Monterey-Ellis LLC, requests a zoning map amendment of approximately 15.25 acres, located at approximately 965 South 1600 West, from the A1.1 Agricultural Zone (one acre minimum) to the R1.8 Single-Family Residential Zone (8,000 square feet minimum). The rezoning would facilitate the development of a 50-lot single-family subdivision.

Sunset Neighborhood.

15-0014R

Project Location

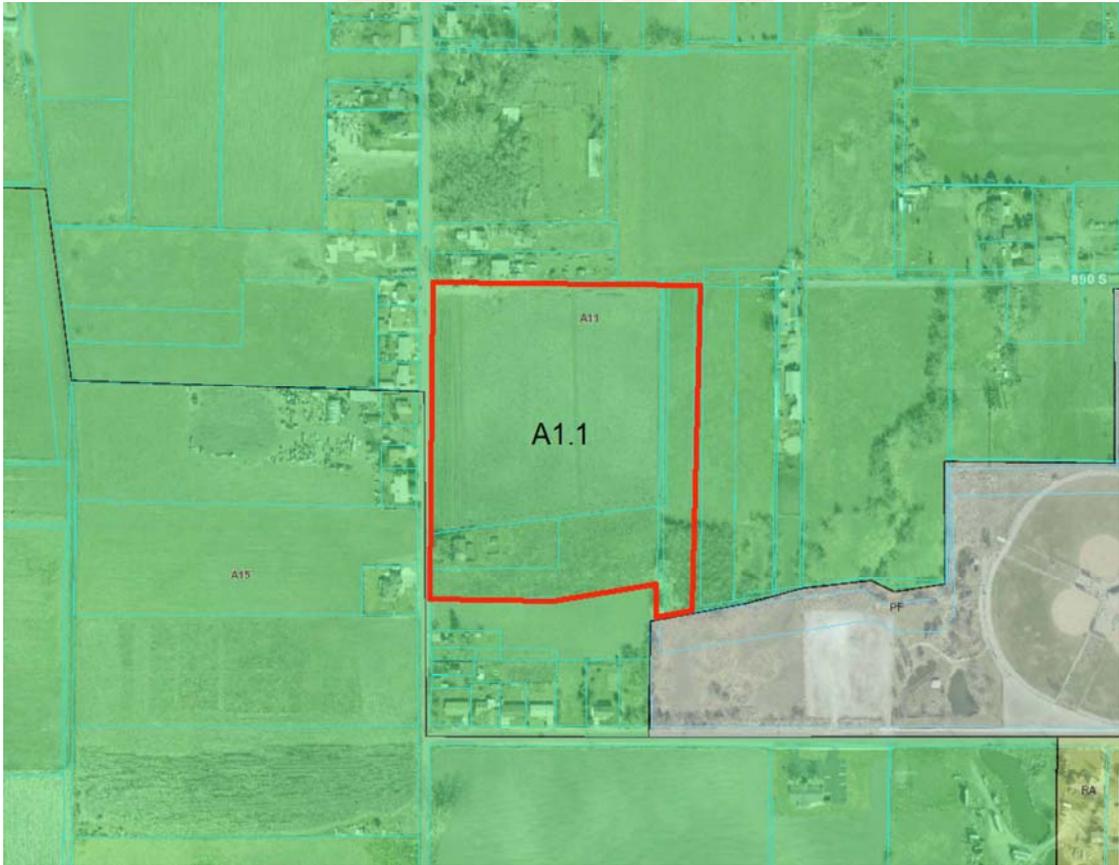




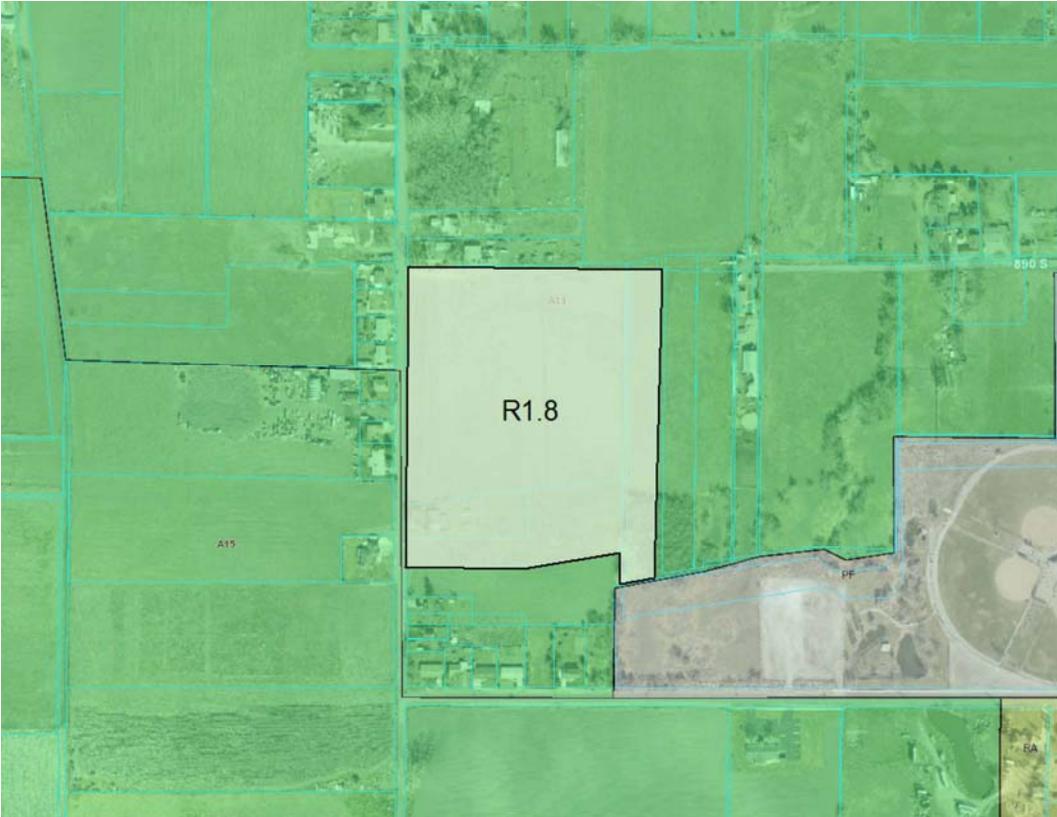
Current GP Designation



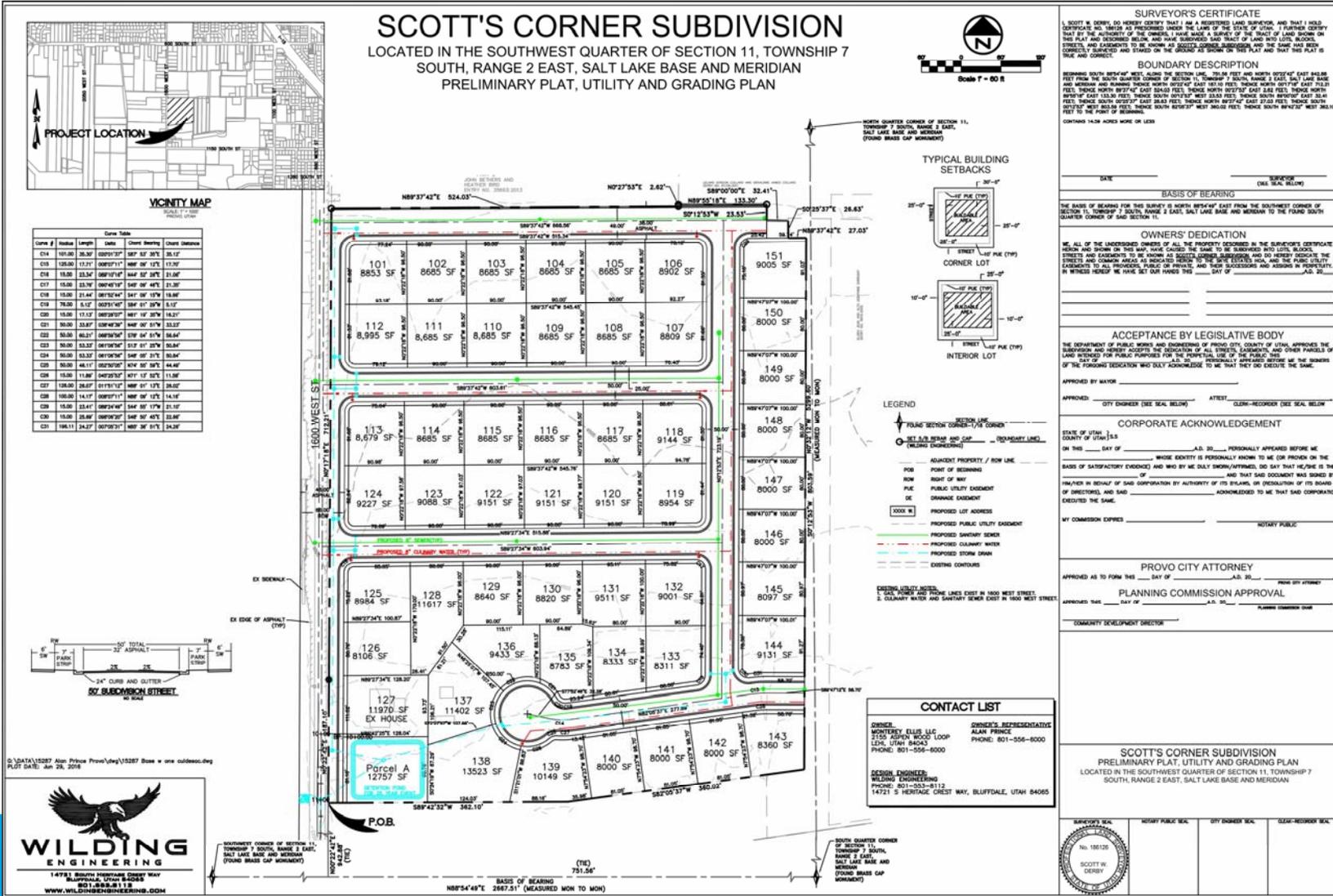
Current Zoning Designation



Proposed Zoning Designation



Proposed Project



SURVEYOR'S CERTIFICATE

I, SCOTT W. DERRY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD EXPIRING ON 06/30/2025 AS PREVIOUSLY UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE COMMISSION, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN, AND HAVE OBSERVED THE TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS TO BE KNOWN AS SCOTT'S CORNER SUBDIVISION, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEARING SOUTH 89°47'00" WEST, ALONG THE SECTION LINE, 758.24 FEET AND NORTH 89°57'47" EAST 84.84 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND BEARING SOUTH 89°57'47" EAST 140.10 FEET, BEARING NORTH 0°17'10" EAST 73.23 FEET, BEARING NORTH 89°57'47" EAST 84.84 FEET, BEARING NORTH 89°57'47" EAST 140.10 FEET, BEARING NORTH 89°57'47" EAST 84.84 FEET, BEARING SOUTH 89°57'47" WEST 84.84 FEET, BEARING NORTH 89°57'47" EAST 84.84 FEET, BEARING SOUTH 89°57'47" WEST 84.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 1438 ACRES MORE OR LESS

DATE: _____ SURVEYOR: (SEE SEAL BELOW)
SCOTT W. DERRY

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°47'00" EAST FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN TO THE FOURTH QUARTER CORNER OF SAID SECTION 11.

OWNERS' DEDICATION

WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREIN AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND EASEMENTS TO BE KNOWN AS SCOTT'S CORNER SUBDIVISION, AND DO HEREBY DEDICATE THE STREETS AND EASEMENTS AS INDICATED ON THIS PLAT, AND THE PUBLIC UTILITY EASEMENTS TO ALL PROVIDING PUBLIC OR PRIVATE, AND THEIR SUCCESSORS AND ASSIGNS IN FUTURE, IN WHICHEVER MANNER WE HAVE SET OUR HANDS THIS ____ DAY OF _____, A.D. 20__.

ACCEPTANCE BY LEGISLATIVE BODY

THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF PROVO CITY, COUNTY OF UTAH, APPROVES THE SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND SHOWN ON THIS PLAT PURSUANT TO THE PROVISIONS OF THE PUBLIC UTILITY EASEMENT ACT, AND THE PROVISIONS OF THE FOREGOING RESOLUTION WILL BE FULLY ENFORCED BY THE CITY OF PROVO.

APPROVED BY MAYOR: _____ ATTEST: CITY ENGINEER (SEE SEAL BELOW)
APPROVED BY CITY ENGINEER (SEE SEAL BELOW): _____ ATTEST: CITY ENGINEER (SEE SEAL BELOW)

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH
ON THIS ____ DAY OF _____, A.D. 20__, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR WHOSE IDENTITY IS KNOWN TO ME BY SATISFACTORY EVIDENCE AND WHO BY ME ONLY KNOWN/ATTESTED, DO SAY THAT HE/SHE IS THE _____ OF _____, AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD, OR PRESIDENT OR ITS BOARD OF DIRECTORS, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID CORPORATION ENJOYED THE SAME.

BY COMMISSIONER EXPRESS: _____ HISTORY PUBLIC

PROVO CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____, A.D. 20__, FROM MY OFFICE: _____

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, A.D. 20__, PLANNING COMMISSION CHAIR: _____

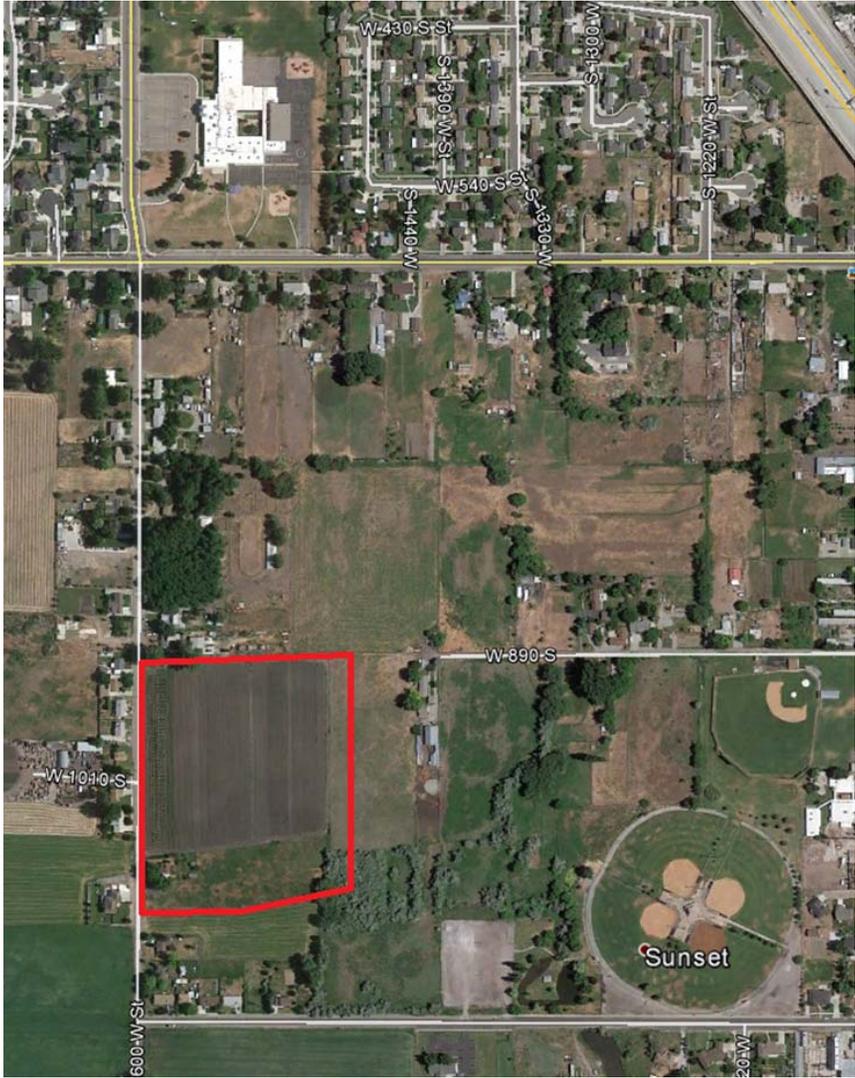
COMMUNITY DEVELOPMENT DIRECTOR: _____

SCOTT'S CORNER SUBDIVISION

PRELIMINARY PLAT, UTILITY AND GRADING PLAN
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

RECORDING SEAL: No. 1801206
SCOTT W. DERRY

Applicant Images















MONTEREY-ELLIS - PROVO SITE

CONCEPT PLAN 16



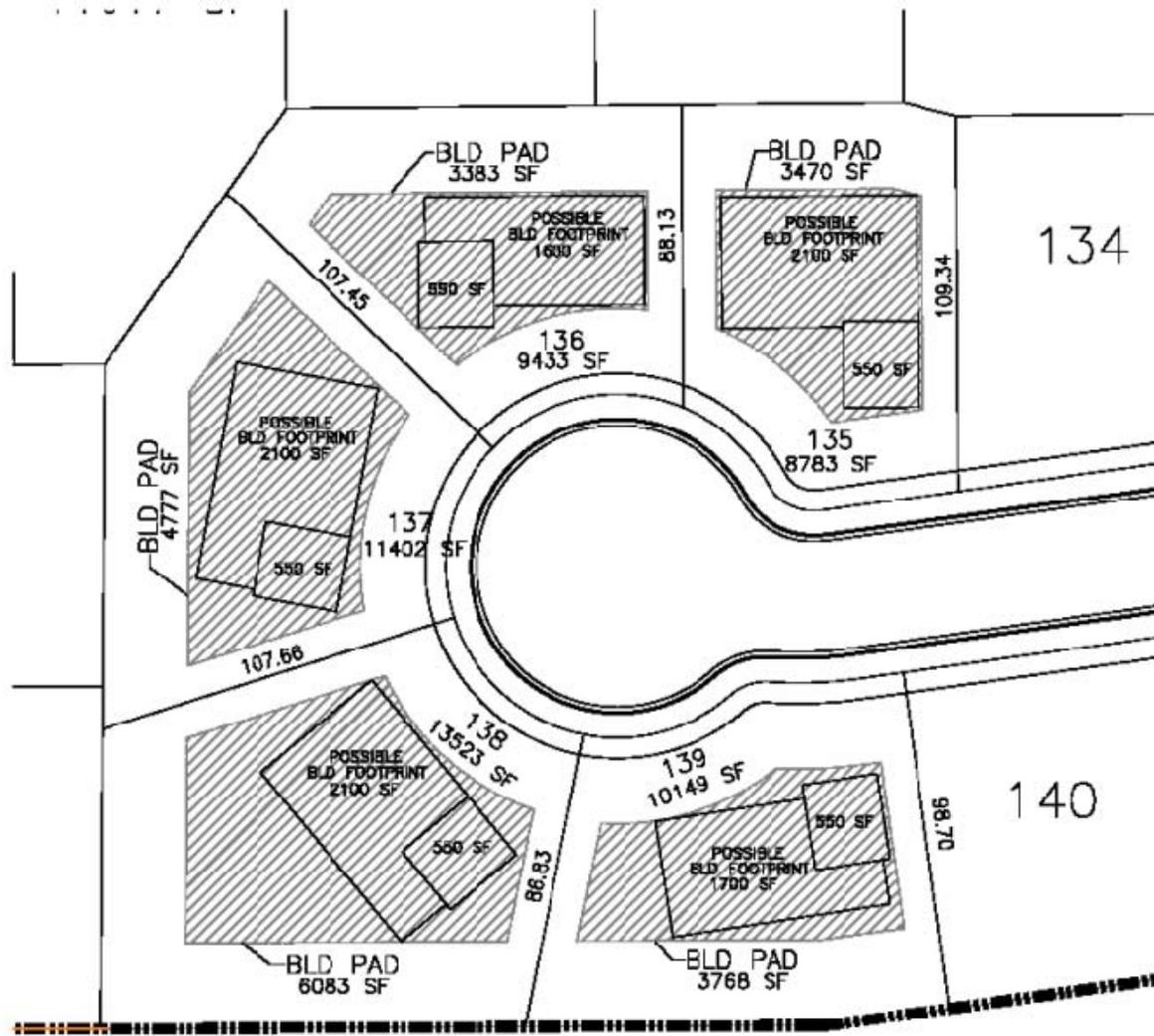
TABULATION TABLE
LOTS = 26 LOTS

NO.	REVISION	DATE

MONTEREY-ELLIS
PROVO SITE
CONCEPT PLAN 16
PROVO, UTAH

DESIGNER	JRP	CHECKER	MEC	PROJECT NO.	15287
DATE	06/30/16				
SCALE	1" = 50'				
SHEET	1 OF 1				

ALL RIGHTS RESERVED BY WILDING ENGINEERING. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM WILDING ENGINEERING.























End of Applicant Images

Customer Ad Proof

60005417 Provo City Corporation

Order Nbr 75122

Publication Daily Herald

Contact Provo City Corporation

Address 1 P.O. BOX 1849

Address 2

City St Zip PROVO UT 84603

Phone 8018526505

Fax

Section Legals

SubSection

Category 999 Legal Notices

Ad Key 75122-1

Keywords 75122-NOTICE OF PUBLIC HEARING

Notes

Ad Proof **NOTICE OF PUBLIC HEARING BEFORE THE MUNICIPAL COUNCIL**

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on these items on Tuesday, August 16, 2016 beginning at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 351 West Center Street. Anyone interested is invited to attend.

Provo City Community Development Department requests an Ordinance Amendment to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots. City-Wide Impact. 16-0008OA

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Legal Notice 75122 Published in The Daily Herald August 1, 2016

PO Number

Rate Provo City

Order Price 34.78

Amount Paid 0.00

Amount Due 34.78

Start/End Dates 08/01/2016 - 08/01/2016

Insertions 1

Size 27

Salesperson(s) CLASSIFIED DEFAULT

Taken By Whitney Mason

Customer Ad Proof

60005417 Provo City Corporation

Order Nbr 75122

Publication

Herald Extra Online

Contact Provo City Corporation

Address 1 P.O. BOX 1849

Address 2

City St Zip PROVO UT 84603

Phone 8018526505

Fax

Section Legals

SubSection

Category 999 Legal Notices

Ad Key 75122-1

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Taken By Whitney Mason

ORDINANCE 2016-

AN ORDINANCE AMENDING PROVO CITY CODE TO REDUCE THE MINIMUM STORY HEIGHT IN THE GENERAL DOWNTOWN ZONE AND CHANGE THE APPLICATION OF THE TRANSITIONAL DEVELOPMENT STANDARDS. TIMP NEIGHBORHOOD. (16-00170A)

WHEREAS, it is proposed that amendments be made to Provo City Code Sections 14.21A.070 and 14.21A.080 to reduce minimum story height from 14 feet to 12 feet in the General Downtown (DT1) Zone and change the areas to which the transitional development standards apply; and

WHEREAS, the applicant is relocating their business and desires these amendments to ease the burden of the relocation; and

WHEREAS, on July 27, 2016, the Planning Commission held a duly noticed public hearing to consider the proposal and after such hearing the Planning Commission recommended by a 4:0 vote that the proposed amendment be approved as set forth below; and

WHEREAS, on August 16, 2016, the Municipal Council held duly noticed public meetings to ascertain the facts regarding this matter, which facts are found in the meeting records; and

WHEREAS, after considering the Planning Commission’s recommendation, and facts and comments presented to the Municipal Council, the Council finds (i) Provo City Code Sections 14.21A.070 and 14.21A.080 should be amended on the basis recommended by the Planning Commission and (ii) this action, as set forth below, reasonably furthers the health, safety and general welfare of the citizens of Provo City.

NOW, THEREFORE, be it ordained by the Municipal Council of Provo City, Utah, as follows:

PART I:

Provo City Code Section 14.21A.070 is hereby amended as follows:

14.21A.070. Building Height.

~~Except as otherwise provided in Section 14.21A.080, B~~building height, measured from the top of the street curb, shall be determined by the following standards. ~~Buildings located within 60 feet of a residential districts, as defined in Section 14.21A.080, Provo City Code, Transitional Development Standards, shall comply with the transitional height setbacks listed below:~~

- | | |
|-----------------------------------------|-----------|
| (1) Total Maximum Building Height: | 100 feet |
| (2) Minimum Number of Building Stories: | 2 stories |
| (3) Maximum Parapet/Cornice Height: | 5 feet |

- 47 ~~_____ (4) Transitional Area.~~
- 48 ~~_____ (a) Minimum Number of Building Stories: 1 story~~
- 49 ~~_____ (b) Maximum Number of Building Stories: 3 stories~~
- 50 (45) Commercial.
- 51 (a) Maximum Main Floor Elevation: 1 foot above curb
- 52 (b) Minimum First Story Height: 14 feet floor to ceiling
- 53 (i) One Story Buildings: 12 feet floor to ceiling
- 54 (ii) Two or more Story Buildings: 14 feet floor to ceiling
- 55 (c) Maximum First Story Height: 20 feet floor to ceiling
- 56 (d) Maximum Upper Story Height: 14 feet
- 57 (56) Residential.
- 58 (a) Maximum Main Floor Elevation: 3 feet above curb
- 59 (b) Minimum First Story Height: 10 feet floor to ceiling
- 60 (c) Maximum Story Height: 14 feet
- 61 (67) Roof mounted mechanical equipment shall be permitted so long as it is
- 62 completely screened behind an architectural feature of the primary structure.
- 63 (78) Section 14.34.090, Provo City Code, Height Limitations and Exceptions,
- 64 shall be adhered to within the DT1 zone.

65
66 ...

67
68 PART II:

69
70 Provo City Code Section 14.21A.080 is hereby amended as follows:

71
72 **14.21A.080. Transitional Development Standards**

73
74 (1) Buildings or portions of buildings in the DT1 zone located on city blocks within 60 feet

75 of, or directly across the street from, an-which also include properties within an RC, R1,

76 R2 or PRO-R zone shall comply with the following standards for the first sixty (60) feet

77 of property adjacent to the residential district or the first sixty (60) feet of

78 the property across the street:

79

Standard	Minimum	Maximum
80 Front Yard	10 feet	20 feet
81 Street Side Yard	10 feet	20 feet
82 Building Height	1 story	3 stories*
83 Parking-One Bedroom Residential	1 ½ spaces	
84 Parking-Two+ Bedroom Residential	2 ¼ spaces	
85 Parking-Commercial	As required in Chapter 14.37	

86
87
88 * Buildings on properties located adjacent to a residentially zoned property shall be

89 designed with a pitched or gabled roof where located within the 60 foot transitional area

90 feet of an RC, R1, or PRO-R zone. A third story of usable floor area may be provided
91 within the pitched/gabled roof.

92
93 . . .
94

95 PART III:
.....

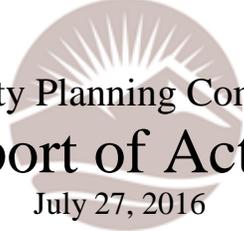
96
97 A. If a provision of this ordinance conflicts with a provision of a previously adopted
98 ordinance, this ordinance shall prevail.

99
100 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
101 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
102 invalid, the remainder of the ordinance shall not be affected thereby.

103
104 C. The Municipal Council hereby directs that the official copy of the Provo City Code be
105 updated to reflect the provisions enacted by this ordinance.

106
107 D. This ordinance shall take effect immediately after it has been posted or published in
108 accordance with Utah Code 10-3-711, presented to the Mayor in accordance with Utah
109 Code 10-3b-204, and recorded in accordance with Utah Code 10-3-713.

110
111 END OF ORDINANCE.



Provo City Planning Commission

Report of Action

July 27, 2016

ITEM 4* PEG Development requests Code Amendments to Sections 14.21A.070(2) and 14.21A.070(5)(d) to reduce the minimum building height in the DT1 (General Downtown) Zone from two stories to one story and from 14 feet to 12 feet. *Timp Neighborhood*. 16-0017OA, Brian Maxfield, 801-852-6429

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 27, 2016:

RECOMMEND APPROVAL

On a vote of 4:0, the Planning Commission recommended the Municipal Council approve the above noted application.

Motion By: Jamin Rowan

Second By: Ed Jones

Votes in Favor of Motion: Jamin Rowan; Ed Jones; Maria Winden; Ross Flom.

Ross Flom was present as Chair.

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

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

- Staff highlighted the applicant's reason for the amendment.
- Because the ultimate development of the entire area within the DT1 zone will not all happen at once, an allowance for transitional uses should be made which would allow properties to develop in some form, until the market dictates a land value occurs which will support a higher density development.
- Transitional use should be limited to the more transitional areas of the DT1 zone, namely: City blocks which also include properties within an RC, R1 or PRO-R zone.
- Staff presented alternative wording as contained in the staff report and as attached as Exhibit "A."

CITY DEPARTMENTAL ISSUES

- None presented.

NEIGHBORHOOD MEETING DATE

- City-wide application; all Neighborhood Chairs received notification.

NEIGHBORHOOD AND PUBLIC COMMENT

- No Neighborhood Chair nor the general public addressed the Planning Commission.

APPLICANT RESPONSE

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

- The applicant stated they agreed with the changes made by staff and their reasoning.

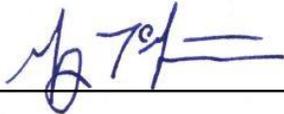
PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Jamin Rowan asked for a clarification on temporary uses. He stated that he originally felt the amendment would conflict with the original vision for the DT1 zone, but after staff's explanation, the amendment makes more sense, in allowing the market to play a role in the development of these areas. Other commissioners agreed.



Planning Commission Chair



Director of Community Development

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.

EXHIBIT "A"

14.21A.070. Building Height.

Building height, measured from the top of the street curb, shall be determined by the following standards. Buildings located within 60 feet of a residential district, as defined in Section 14.21A.080, Provo City Code, Transitional Development Standards, shall comply with the transitional height setbacks listed below:

- | | |
|-----------------------------------------|-------------------------------------|
| (1) Total Maximum Building Height: | 100 feet |
| (2) Minimum Number of Building Stories: | 2 stories |
| (3) Maximum Parapet/Cornice Height: | 5 feet |
| (4) Transitional Area. | |
| (a) Minimum Number of Building Stories: | 1 story |
| (b) Maximum Number of Building Stories: | 3 stories |
| (5) Commercial. | |
| (a) Maximum Main Floor Elevation: | 1 foot above curb |
| (b) Minimum First Story Height: | 14 feet floor to ceiling |
| (i) One Story Buildings: | 12 feet floor to ceiling |
| (ii) Two or more Story Buildings: | 14 feet floor to ceiling |
| (c) Maximum First Story Height: | 20 feet floor to ceiling |
| (d) Maximum Upper Story Height: | 14 feet |
| (6) Residential. | |
| (a) Maximum Main Floor Elevation: | 3 feet above curb |
| (b) Minimum First Story Height: | 10 feet floor to ceiling |
| (c) Maximum Story Height: | 14 feet |

Section 14.21A.080. Transitional Development Standards

(1) Buildings or portions of buildings in the DT1 zone located **on city blocks** within 60 feet of, or directly across the street from, an **which also include properties within an RC, R1, R2 or PRO-R zone** shall comply with the following standards for the first sixty (60) feet of property adjacent to the residential district or the first sixty (60) feet of the property across the street:

Standard	Minimum	Maximum
Front Yard	10 feet	20 feet
Street Side Yard	10 feet	20 feet
Building Height	1 story	3 stories*
Parking-One Bedroom Residential	1 1/2 spaces	
Parking-Two+ Bedrooms Residential	2 1/4 spaces	
Parking-Commercial	As required in Chap 14.37	

* Buildings on properties located adjacent to a residentially zoned property shall be designed with a pitched or gabled roof **where located within the 60 foot transitional area feet of an RC, R1, or PRO-R zone**. A third story of usable floor area may be provided within the pitched/gabled roof.

(2) Buildings or portions of buildings in the DT1 zone located adjacent to a residentially zoned property shall maintain a twenty (20) foot setback from the nearest property line of the residentially zoned property. (Enacted 2010-31)



**Planning Commission
Staff Report
Ordinance Amendment
Hearing Date: July 27, 2016**

ITEM 4* PEG Development requests Code Amendments to Sections 14.21A.070(2) and 14.21A.070(5)(d) to reduce the minimum building height in the DT1 (General Downtown) Zone from two stories to one story and from 14 feet to 12 feet. **Timp Neighborhood.** 16-0017OA, Brian Maxfield, 801-852-6429

<p>Applicant: Justin Parr representing Juice N’ Java Staff Coordinator: Brian Maxfield</p> <p>Property Owner: N/A Parcel ID#: N/A Current General Plan Designation: N/A Proposed General Plan Designation: N/A Current Zone: N/A Acreage: N/A Number of Properties: N/A</p> <p>*Council Action Required: Yes</p> <p>Related Application(s): None</p> <p><u>ALTERNATIVE ACTIONS</u></p> <p>1 . Continue to a future date to obtain additional information or to further consider information presented. <i>The next available meeting date is August 10, 2016 at 5:30 p.m.</i></p> <p>2. Recommend Denial of the proposed ordinance amendment. <i>This would be <u>a change from the Staff recommendation</u>; the Planning Commission should <u>state new findings</u>.</i></p>	<p><u>Current Legal Use:</u> Multi-story, higher density and mixed-use residential, business and commercial development.</p> <p><u>Relevant History:</u> None.</p> <p><u>Neighborhood Issues:</u> This Ordinance Amendment affects properties in the DT1 zone. Although the subject property is in the Timp Neighborhood, the zone overlaps into several neighborhoods.</p> <p><u>Summary of Key Issues:</u></p> <ol style="list-style-type: none">1. Should one story businesses be allowed within the DT1 zone?2. Would allowance of one-story development preclude ultimate buildout possibilities in the future?3. What would be the effect on other properties in the DT1 Zone? <p><u>Staff Recommendation:</u> Recommend Approval of the proposed ordinance amendment. <i>This action <u>would be consistent with the recommendation of the Staff Report</u>. Any additional changes should be stated with the motion</i></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

OVERVIEW

The applicant is relocating their business due to the new State District Court building. Their selected site is at 241 N Freedom Boulevard, in the DT1 General Downtown Zone. Currently, Section 14.21A. of the zoning ordinance requires buildings to have a minimum of two stories. That Section of the ordinance also requires the first floor to have a minimum height of 14 feet.

The applicant wishes to create an exception in the Section 14.21A., to reduce the minimum building height from two stories to one story and the minimum first story height from 14 feet to 12 feet. It should be noted that because the amendment pertains to the first story of a commercial building, the listing of Subsection (5)(d) related to the Maximum Upper Story Height, should instead be (5)(b). The proposed changes are indicated as follows:

14.21A.070. Building Height.

Building height, measured from the top of the street curb, shall be determined by the following standards. Buildings located within 60 feet of a residential district, as defined in Section 14.21A.080, Provo City Code, Transitional Development Standards, shall comply with the transitional height setbacks listed below:

- | | |
|------------------------------------------------|------------------------------------|
| (1) Total Maximum Building Height: | 100 feet |
| (2) Minimum Number of Building Stories: | 21 stories |
| (3) Maximum Parapet/Cornice Height: | 5 feet |
| (4) Transitional Area. | |
| (a) Minimum Number of Building Stories: | 1 story |
| (b) Maximum Number of Building Stories: | 3 stories |
| (5) Commercial. | |
| (a) Maximum Main Floor Elevation: | 1 foot above curb |
| (b) Minimum First Story Height: | 14 12 feet floor to ceiling |
| (c) Maximum First Story Height: | 20 feet floor to ceiling |
| (d) Maximum Upper Story Height: | 14 feet |
| (6) Residential. | |
| (a) Maximum Main Floor Elevation: | 3 feet above curb |
| (b) Minimum First Story Height: | 10 feet floor to ceiling |
| (c) Maximum Story Height: | 14 feet |

FINDINGS OF FACT

1. The stated purpose of the DT1 Zone is “to provide a pedestrian friendly, mixed-use environment that is complementary to and surrounds the more intensive Downtown Core (DT2) zone, while providing an appropriate scaled development between adjacent neighborhoods and higher density downtown development. In addition to general regulations, specific regulations included in this zone preserve the scale and mass of historic Center Street. This zone’s mixed use nature is intended to provide housing and business opportunities adjacent to public transit and thereby facilitate increases in the use of public transit and thereby reduce City-wide traffic and congestion elsewhere. The DT1 zone is characterized by clean, well-lighted streets, ample pedestrian ways, landscaping and inviting residential uses, well-maintained shops, stores, offices, with a mixed-use design.”
2. Several individual and one-story projects currently exist in the DT1 zone. Examples of these include Smith’s Food Store, commercial strip centers, and several businesses in converted dwellings.
3. One story buildings are permitted in transitional areas (within 60 feet of a residential district)

STAFF ANALYSIS

1. Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of ordinance text amendments:

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

- (a) Public purpose for the amendment in question.
Allowance for one story commercial buildings.
- (b) Confirmation that the public purpose is best served by the amendment in question.

Among other Objectives listed in the Vision 2030 document, Objective 9.1.1 states to “Work to significantly reduce the barriers to growing/expanding/doing business in Provo.”

- (c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.
There are no Goals listed within the Guiding Principles, Policies, and Goals for the Central Area neighborhoods, the Central Business District, nor the Timp Neighborhood related to this requested amendment. However, Goals within Section 9: Prosperity of the Vision 2030 document would support consideration of the amendment.
- (d) Consistency of the proposed amendment with the General Plan’s timing and sequencing” provisions on changes of use, insofar as they are articulated.
There is no issue with timing and sequencing.
- (d) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.
The amendment would not hinder nor obstruct attainment of the General Plan’s articulated policies.
- (e) Adverse impacts on adjacent land owners.
No adverse impacts on adjacent land owners are anticipated.
- (f) Verification of correctness in the original zoning or General Plan for the area in question.
The current zoning ordinance could be in error in not allow more transitional/interim type uses to be considered and approved where appropriate.
- (h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.
No conflict between the map and policies exists.

CONCLUSIONS

Staff believes the DT1 zone's intent "to provide an appropriate scaled development between adjacent neighborhoods and higher density downtown development" is appropriate. However, since the ultimate development of the entire area within the DT1 zone will not all happen at once, staff also believes an allowance for transitional uses should be made which would allow properties to develop in some form, until the market dictates a land value occurs which will support a higher density development.

Staff supports an allowance for one-story buildings as more of a transitional use. However, at this time, staff believes the transitional use should be limited to the more transitional areas of the DT1 zone, namely: City blocks which also include properties within an RC, R1 or PRO-R zone.

Rather than the amendment as originally proposed, staff would recommend the following text amendments under Section 14.21A:

Section 14.21A.080. Transitional Development Standards

(1) Buildings ~~or portions of buildings~~ in the DT1 zone located **on city blocks** ~~within 60 feet of, or directly across the street from, an~~ **which also include properties within an RC, R1, R2 or PRO-R zone** shall comply with the following standards ~~for the first sixty (60) feet of property adjacent to the residential district or the first sixty (60) feet of the property across the street:~~

Standard	Minimum	Maximum
Front Yard	10 feet	20 feet
Street Side Yard	10 feet	20 feet
Building Height	1 story	3 stories*
Parking-One Bedroom Residential	1 1/2 spaces	
Parking-Two+ Bedrooms Residential	2 1/4 spaces	
Parking-Commercial	As required in Chap 14.37	

* Buildings on properties located adjacent to a residentially zoned property shall be designed with a pitched or gabled roof **where located** ~~within the 60 foot transitional area~~ **feet of an RC, R1, or PRO-R zone**. A third story of usable floor area may be provided within the pitched/gabled roof.

With the change to allow one-story buildings, staff also believes the more appropriate amendment relating to a minimum first floor height should only pertain to one-story buildings. Therefore, staff proposes the alternative amendment to Section 14.21A.070(5) as follows:

14.21A.070. Building Height.

Building height, measured from the top of the street curb, shall be determined by the following standards. Buildings located within 60 feet of a residential district, as defined in Section 14.21A.080, Provo City Code, Transitional Development Standards, shall comply with the transitional height setbacks listed below:

- | | |
|-----------------------------------------|-------------------------------------|
| (1) Total Maximum Building Height: | 100 feet |
| (2) Minimum Number of Building Stories: | 2 stories |
| (3) Maximum Parapet/Cornice Height: | 5 feet |
| (4) Transitional Area. | |
| (a) Minimum Number of Building Stories: | 1 story |
| (b) Maximum Number of Building Stories: | 3 stories |
| (5) Commercial. | |
| (a) Maximum Main Floor Elevation: | 1 foot above curb |
| (b) Minimum First Story Height: | 14 feet floor to ceiling |
| (i) One Story Buildings: | 12 feet floor to ceiling |
| (ii) Two or more Story Buildings: | 14 feet floor to ceiling |
| (c) Maximum First Story Height: | 20 feet floor to ceiling |
| (d) Maximum Upper Story Height: | 14 feet |
| (6) Residential. | |
| (a) Maximum Main Floor Elevation: | 3 feet above curb |
| (b) Minimum First Story Height: | 10 feet floor to ceiling |
| (c) Maximum Story Height: | 14 feet |

STAFF RECOMMENDATION

Recommend Approval of the ordinance amendment to the Municipal Council, with the changes as proposed by Staff and attached as Exhibit "A."

EXHIBIT "A"

14.21A.070. Building Height.

Building height, measured from the top of the street curb, shall be determined by the following standards. Buildings located within 60 feet of a residential district, as defined in Section 14.21A.080, Provo City Code, Transitional Development Standards, shall comply with the transitional height setbacks listed below:

- | | |
|-----------------------------------------|-------------------------------------|
| (1) Total Maximum Building Height: | 100 feet |
| (2) Minimum Number of Building Stories: | 2 stories |
| (3) Maximum Parapet/Cornice Height: | 5 feet |
| (4) Transitional Area. | |
| (a) Minimum Number of Building Stories: | 1 story |
| (b) Maximum Number of Building Stories: | 3 stories |
| (5) Commercial. | |
| (a) Maximum Main Floor Elevation: | 1 foot above curb |
| (b) Minimum First Story Height: | 14 feet floor to ceiling |
| (i) One Story Buildings: | 12 feet floor to ceiling |
| (ii) Two or more Story Buildings: | 14 feet floor to ceiling |
| (c) Maximum First Story Height: | 20 feet floor to ceiling |
| (d) Maximum Upper Story Height: | 14 feet |
| (6) Residential. | |
| (a) Maximum Main Floor Elevation: | 3 feet above curb |
| (b) Minimum First Story Height: | 10 feet floor to ceiling |
| (c) Maximum Story Height: | 14 feet |

Section 14.21A.080. Transitional Development Standards

(1) Buildings or portions of buildings in the DT1 zone located on city blocks within 60 feet of, or directly across the street from, an **which also include properties within an RC, R1, R2 or PRO-R zone** shall comply with the following standards for the first sixty (60) feet of property adjacent to the residential district or the first sixty (60) feet of the property across the street:

Standard	Minimum	Maximum
Front Yard	10 feet	20 feet
Street Side Yard	10 feet	20 feet
Building Height	1 story	3 stories*
Parking-One Bedroom Residential	1 1/2 spaces	
Parking-Two+ Bedrooms Residential	2 1/4 spaces	
Parking-Commercial	As required in Chap 14.37	

* Buildings on properties located adjacent to a residentially zoned property shall be designed with a pitched or gabled roof **where located within the 60 foot transitional area feet of an RC, R1, or PRO-R zone**. A third story of usable floor area may be provided within the pitched/gabled roof.

(2) Buildings or portions of buildings in the DT1 zone located adjacent to a residentially zoned property shall maintain a twenty (20) foot setback from the nearest property line of the residentially zoned property. (Enacted 2010-31)



WELCOME HOME

PLANNING COMMISSION

JULY 27, 2016



ITEM 4*

PEG Development requests Code Amendments to Sections 14.21A.070(2) and 14.21A.070(5)(d) to reduce the minimum building height in the DT1 (General Downtown) Zone from two stories to one story and from 14 feet to 12 feet.

Timp Neighborhood

16-0017OA

Customer Ad Proof

60005417 Provo City Corporation

Order Nbr 75599

Publication Daily Herald

Contact Provo City Corporation

Address 1 P.O. BOX 1849

Address 2

City St Zip PROVO UT 84603

Phone 8018526505

Fax

Section Legals

SubSection

Category 999 Legal Notices

Ad Key 75599-1

Keywords 75599-NOTICE OF PUBLIC HEARING

Notes

Ad Proof **NOTICE OF PUBLIC HEARING BEFORE THE MUNICIPAL COUNCIL**

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on these items on Tuesday, August 16, 2016 beginning at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 351 West Center Street. Anyone interested is invited to attend.

PEG Development requests Code Amendments to Sections 14.21A.070(2) and 14.21A.070(5)(d) to reduce the minimum building height in the DT1 (General Downtown) Zone from two stories to one story and from 14 feet to 12 feet. Timp Neighborhood. 16-0017OA, Brian Maxfield, 801-852-6429

Ivory Homes requests an Ordinance Amendment to Section 14.49E.050.(6), to allow a maximum front yard setback of 30 feet instead of 22 feet as currently required, for the Broadview Shore Development located at approximately 1300-2000 North Geneva Road in the SDP-5 Zone. Lakeview North Neighborhood. 16-0014OA, Brian Maxfield, 801-852-6429

Legal Notice 75599 Published in The Daily Herald August 4, 2016

PO Number

Rate Provo City

Order Price 34.78

Amount Paid 0.00

Amount Due 34.78

Start/End Dates 08/04/2016 - 08/04/2016

Insertions 1

Size 27

Salesperson(s) CLASSIFIED DEFAULT

Taken By Whitney Mason

Customer Ad Proof

60005417 Provo City Corporation

Order Nbr 75599

Publication **Herald Extra Online**

Contact Provo City Corporation

Address 1 P.O. BOX 1849

Address 2

City St Zip PROVO UT 84603

Phone 8018526505

Fax

Section Legals

SubSection

Category 999 Legal Notices

Ad Key 75599-1

Keywords 75586-NOTICE OF PUBLIC HEARING

Notes

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Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on these items on Tuesday, August 16, 2016 beginning at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 351 West Center Street. Anyone interested is invited to attend.

PEG Development requests Code Amendments to Sections 14.21A.070(2) and 14.21A.070(5)(d) to reduce the minimum building height in the DT1 (General Downtown) Zone from two stories to one story and from 14 feet to 12 feet. Timp Neighborhood. 16-0017OA, Brian Maxfield, 801-852-6429

Ivory Homes requests an Ordinance Amendment to Section 14.49E.050.(6), to allow a maximum front yard setback of 30 feet instead of 22 feet as currently required, for the Broadview Shore Development located at approximately 1300-2000 North Geneva Road in the SDP-5 Zone. Lakeview North Neighborhood. 16-0014OA, Brian Maxfield, 801-852-6429

Legal Notice 75599 Published in The Daily Herald August 4, 2016

PO Number

Rate Provo City

Order Price 34.78

Amount Paid 0.00

Amount Due 34.78

Start/End Dates 08/04/2016 - 08/04/2016

Insertions 1

Size 27

Salesperson(s) CLASSIFIED DEFAULT

Taken By Whitney Mason

ORDINANCE 2016-

AN ORDINANCE AMENDING PROVO CITY CODE TO CHANGE THE
MAXIMUM FRONT YARD SETBACK IN THE SDP-5 ZONE. NORTH
LAKEVIEW NEIGHBORHOOD. (16-0014OA)

WHEREAS, it is proposed that amendments be made to Provo City Code Section 14.49E.050.(6) to amend the maximum front yard setback requirement from 22 feet to 30 feet in the SDP-5 zone, which will affect the Broadview Shore Development located generally at 1300-2200 North Geneva Road; and

WHEREAS, for this project the utility easements are not essential for the specified lots would be in keeping with the intent of the zone and development; and

WHEREAS, the applicant’s reason for the amendment is to allow a broader range of home plans to be utilized within the development; and

WHEREAS, on July 13, 2016, the Planning Commission held a duly noticed public hearing to consider the proposal and after such hearing the Planning Commission recommended by a vote of 3:0 that the proposed amendment be approved as set forth below; and

WHEREAS, on August 16, 2016, the Municipal Council held duly noticed public hearings to ascertain the facts regarding this matter, which facts are found in the meeting records; and

WHEREAS, after considering the Planning Commission’s recommendation, and facts and comments presented to the Municipal Council, the Council finds (i) Provo City Code Section 14.49E.050.(6) should be amended on the basis recommended by the Planning Commission and (ii) this action, as set forth below, reasonably furthers the health, safety and general welfare of the citizens of Provo City.

NOW, THEREFORE, be it ordained by the Municipal Council of Provo City, Utah, as follows:

PART I:

Provo City Code Section 14.49E.050.(6) is hereby amended as follows:

14.49E.050. One Family Homes at Celebration (Village 1).

...

(6) Yard Requirements. The following minimum yard requirements shall apply in a Village 1 (V1) development of the Villages at Celebration SDP:

- (a) Villages 1.5 (V1.5) and Villages 1.6 (V1.6).

47
48 (i) The minimum depth of a front yard shall be a minimum of fifteen (15) feet ~~and with~~
49 a maximum ~~front yard depth~~ of ~~twenty-two (22)~~ **thirty (30)** feet ~~from the property line~~
50 ~~to the main home~~. ~~Notwithstanding a lesser setback for the main building, garages,~~
51 **Garages**, whether attached or not, which are front loading to a public or private street,
52 shall be set back at least twenty-six (26) feet from the property line to ensure a twenty
53 (20) foot driveway depth, measured from the back of the sidewalk.

54 ...

55
56 (b) Villages 1.8 (V1.8) and Villages 1.10 (V1.10).

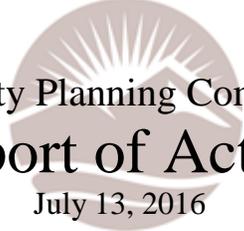
57 (i) The minimum depth of a front or rear yard shall be a minimum of fifteen (15) feet
58 ~~and with~~ a maximum ~~front yard depth~~ of ~~twenty-two (22)~~ **thirty (30)** feet ~~from the~~
59 ~~property line to the main home~~. ~~Notwithstanding a lesser setback for the~~
60 ~~main building, garages,~~ **Garages**, whether attached or not, shall be set back at least
61 twenty-six (26) feet from the property line when necessary to ensure a twenty (20)
62 foot driveway depth, measured from the back of sidewalks.

63 ...

64
65 PART II:

- 66
67 A. If a provision of this ordinance conflicts with a provision of a previously adopted
68 ordinance, this ordinance shall prevail.
69
70 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
71 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
72 invalid, the remainder of the ordinance shall not be affected thereby.
73
74 C. The Municipal Council hereby directs that the official copy of the Provo City Code be
75 updated to reflect the provisions enacted by this ordinance.
76
77 D. This ordinance shall take effect immediately after it has been posted or published in
78 accordance with Utah Code 10-3-711, presented to the Mayor in accordance with Utah
79 Code 10-3b-204, and recorded in accordance with Utah Code 10-3-713.

80
81 END OF ORDINANCE.



Provo City Planning Commission

Report of Action

July 13, 2016

ITEM 4a* Ivory Homes requests an Ordinance Amendment to Section 14.49E.050.(6)., to allow a maximum front yard setback of 30 feet instead of 22 feet as currently required, for the Broadview Shore Development located at approximately 1300-2000 North Geneva Road in the SDP-5 Zone. *Lakeview North Neighborhood*. 16-0014OA, Brian Maxfield, 801-852-6429

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 13, 2016:

RECOMMEND APPROVAL

On a vote of 3:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Jamin Rowen

Second By: Ed Jones

Votes in Favor of Motion: Jamin Rowan; Ed Jones; Deborah Jensen

Ross Flom was present as Chair.

PLANNING COMMISSION RECOMMENDED TEXT AMENDMENT

The Planning Commission recommended the text amendment including in the staff report and 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, and conclusions. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- The existing minimum and maximum setback requirements and their original purpose.
- The proposed setbacks and examples of the developers home designs which would be allowed with the new setbacks.
- There is nothing wrong with amending the ordinance so long as it maintains or improves the original product.

CITY DEPARTMENTAL ISSUES

- None.

NEIGHBORHOOD MEETING DATE

- The Neighborhood Chair determined that a neighborhood meeting would not be required.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood Chair, Beth Alligood, was not present but did express her concern to staff that a neighborhood perception is beginning to form that Ivory will keep asking for amendments rather than following the ordinance as originally adopted.

CONCERNS RAISED BY PUBLIC

No one from the general public addressed the Planning Commission.

APPLICANT RESPONSE

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

- Reasons for the requested revision.
- Desire to create a very desirable residential development for Provo.

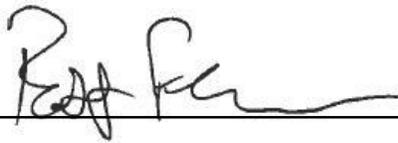
PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

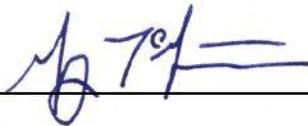
- Asked clarification of the original intent and discussed results to the development with the amended setback requirements.

FINDINGS / BASIS OF PLANNING COMMISSION DETERMINATION

The Planning Commission found that the proposed amendment addresses existing confusion in the ordinance verses it being a true amendment to the intent of the development.



Planning Commission Chair



Director of Community Development

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 Community Development Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT "A"

Proposed Revisions

(a) Villages 1.5 (V1.5) and Villages 1.6 (V1.6).

(i) The minimum depth of a front yard or rear yard shall be a minimum of fifteen (15) feet ~~and~~, **with** a maximum **front yard depth** of ~~twenty two (22)~~ **thirty (30)** feet **from the property line to the main home**. ~~Notwithstanding a lesser setback for the main building, garages,~~ **Garages**, whether attached or not which are front loading to a public or private street, shall be setback at least twenty-six (26) from the property line to ensure a twenty (20) foot driveway depth, measured from the back of the sidewalk.

(b) Villages 1.8 (V1.8) and Villages 1.10 (V1.10).

(i) The minimum depth of a front or rear yard shall be a minimum of fifteen (15) feet ~~and~~, **with** a maximum **front yard depth** of ~~twenty two (22)~~ **thirty (30)** feet **from the property line to the main home**. ~~Notwithstanding a lesser setback for the main building, garages,~~ **Garages**, whether attached or not, shall be setback at least twenty-six (26) feet from the property line when necessary to ensure a twenty (20) foot driveway depth, measured from the back of sidewalks.



**Planning Commission
Staff Report
Ordinance Amendment
Hearing Date: July 13, 2016**

ITEM 4a* Ivory Homes requests an Ordinance Amendment to Section 14.49E.050.(6)., to allow a maximum front yard setback of 30 feet instead of 22 feet as currently required, for the Broadview Shore Development located at approximately 1300-2000 North Geneva Road in the SDP-5 Zone. **Lakeview North Neighborhood.** 16-0014OA, Brian Maxfield, 801-852-6429

Applicant:
Ivory Development LLC – Brad Mackay

Staff Coordinator: Brian Maxfield

Property Owner: Ivory Homes, LLC
Parcel ID#: N/A
Current Zone: SDP-5
Council Action Required: Yes

ALTERNATIVE ACTIONS

1. **Approval** of the proposed ordinance amendment.

2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is July 27, 2016, at 5:30 p.m.*

3. **Recommend Denial** of the proposed ordinance amendment.

Current Legal Use:
As allowed within the SDP(5) Zone

Relevant History:

- Apr 22, 2009 – Planning Commission approved preliminary project plan subject to certain findings and conditions including approval of the rezoning.
- Oct 6, 2009 - Rezoning approved by Municipal Council
- Sep 24, 2014 – Planning Commission recommended adoption of revisions to original preliminary project plan which reflected changes to Lakeview Parkway alignment
- Dec 4, 2014 – Municipal Council approval of revised development plan.
- May 13, 2015 – Plan Book Adopted (15-0001ST)
- March 9, 2015 – Planning Commission recommendation for approval of modification to side-yard setbacks.

Neighborhood Issues:
None received to date.

Summary of Key Issues:

- Intent of Original Approvals
- Effect of Proposals on Intent

OVERVIEW

This item is a proposed ordinance amendment to Section 14.49E.050(6)(a)(i) and Section 14.49E.050(6)(b)(i) relating to the maximum front yard setback allowed for single-family dwellings within the Broadview Shores development. These Sections currently require a minimum front yard setback of 15 feet, and a maximum setback of 22 feet for the main dwelling. Because a minimum 20-foot driveway is required, garages are allowed to be no closer than 26 feet from the property line (20 feet from the back of the sidewalk). Because of the nature of the change to the building setbacks, the Plan Book adopted for the project would also need to be amended. That revision is proposed concurrently to this item (14-0007PPA).

A previous modification to required side yards was made earlier this year to the same ordinance. That amendment was as follows:

(iii) The minimum depth of a side yard shall be five (5) feet on one (1) side and eight (8) feet on the other side which shall be designated as a public utility easement. **The eight (8) foot side yard may be reduced to five (5) feet where a waiver is obtained from the associated utility companies.** On a corner lot, a side yard contiguous to a street shall not be less than fifteen (15) feet wide and shall not be used for vehicle parking, except any portion devoted to driveway use for access to a garage or carport.

Findings made by the Planning Commission in their recommendation for approval of the modification were:

- The side yard utility easements are not essential to the Broadview Shores development.
- Allowing both side yards to have a minimum of 5 feet for the V1.5 and V1.6 lots would be in keeping with the intent of the zone and the development, without any undue impact on the nature of the development.
- Allowing one of the side yards for the V1.8 dwellings to be reduced to a minimum of 5 feet would be in keeping with the intent of the zone and the development, without any undue impact on the nature of the development.
- The existing 8 foot minimum for the V1.10 lots is proper and no change is warranted to those lots at this time.

As with the previous amendment, the applicant's reason for the amendment is to allow a broader range of home plans to be utilized within the development. This recorded development agreement addresses modifications to the plan in Paragraph 9 as follows:

No material modifications to the Plans shall be made after approval by the City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent, (ii) substantially changes the exterior appearance of the Project, or (iii) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located, and are otherwise consistent with the standard for approval set forth in Paragraph 6 hereof. (staff underline)

The four groups of Villages affected by the change include the areas designated V1.5; V1.6; V1.8; and V1.10. In each of the designations, the letter "V" stands for "Village;" the first number indicates single-family dwellings; and the second number indicates the minimum lot size in thousands of square feet. These lot sizes are also designated by color on the attached plan for the development. The color designations are: Gray = V1.5 / Orange = V1.6 / Yellow = V1.8 / White = V1.10.

FINDINGS OF FACT

- The proposed amendment proposes no changes in the approved number of units, or the general use types as provided with the project plan approval.
- The proposed changes would only apply to Villages 1.5; 1.6; 1.8 and 1.10 of the development.

STAFF ANALYSIS

Staff believes the obvious intent of the requirement for the minimum / maximum setbacks was twofold: First, to move the front of the dwelling closer to the street, preferably with an emphasis on front porches; Second, to deemphasize the garage from

becoming the dominant feature of the front elevation. In staff's review of the adoption of the ordinance, the maximum setback requirement was added toward the end of the approval process and is found in the adopted text of the ordinance, but was not included in the adopted development agreement. In such a case, the ordinance would dictate the requirement. However, in any case, the determination regarding the amendment should be based on whether or not the proposed amendment results in a more desirable result for the development and the city, while still meeting the overall intent of the approval for the development.

Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of ordinance text amendments:

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

(a) Public purpose for the amendment in question.

The public purpose is to allow a quality development. The proposed change does not affect any policy or guideline of the General Plan.

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

Smaller front yard setbacks might provide for more efficient use of property without detracting from the nature of the development type.

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

There are no General Plan policies, goals, or objectives relating to residential building setbacks.

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

The proposed amendments would have no effect on the timing and sequencing provisions on changes of use.

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

The proposed amendment has no potential to hinder or obstruct attainment of the General Plan's articulated policies.

(f) *Adverse impacts on adjacent land owners.*

There would be no impact on adjacent property owners as the changes are interior to a large scale project.

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

A determination would need to be made by the Planning Commission and Council regarding the original intent of the development approval.

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

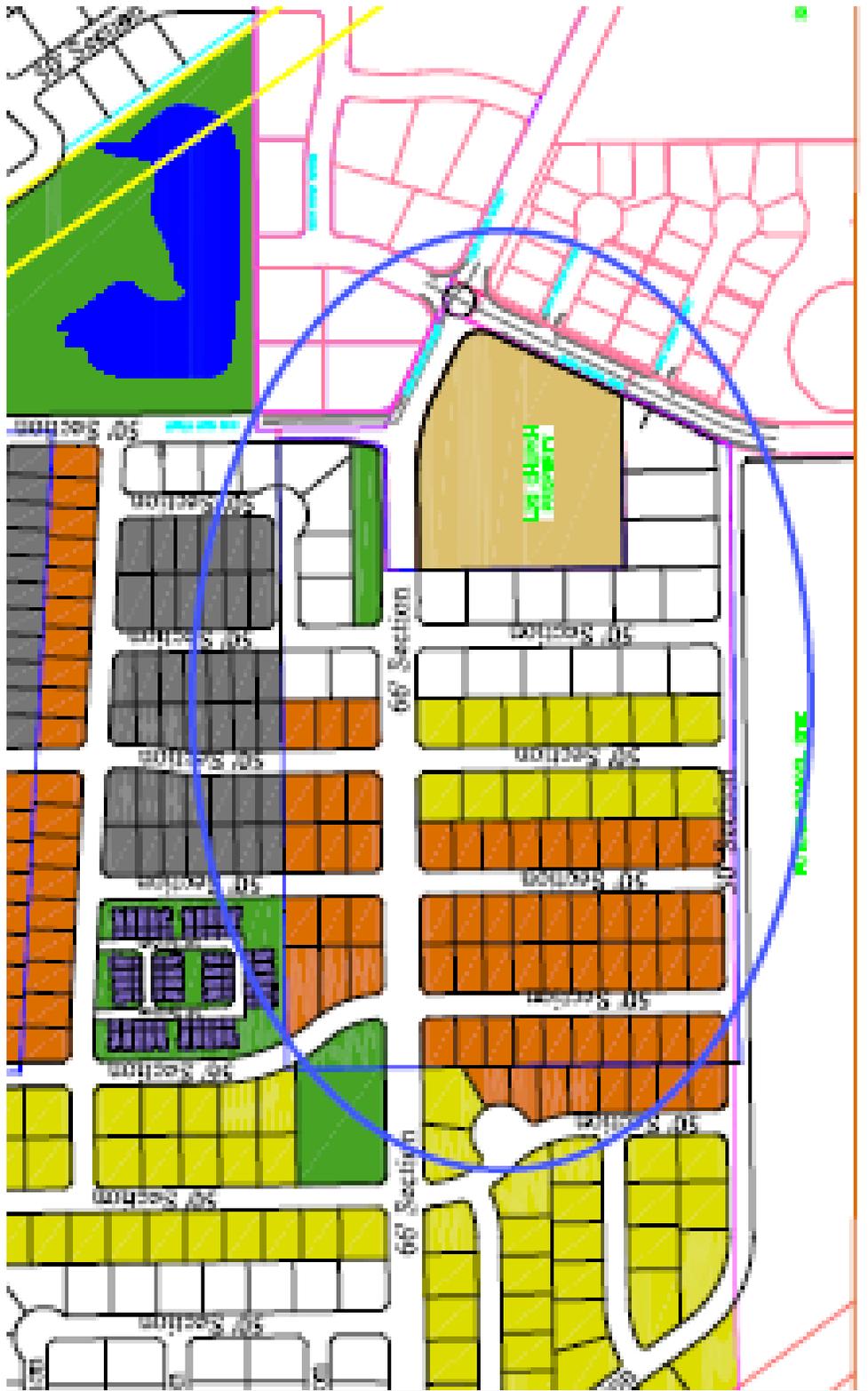
The proposed amendments would not create any conflict between the General Plan Map and the General Plan policies.

CONCLUSIONS

As stated previously, the Planning Commission's recommendation and Municipal Council's determination regarding the amendment should be based on whether or not the proposed amendment results in a more desirable result for the development and the city, while still meeting the overall intent of the approval for the development. Staff believes Ivory Development is proposing attractive and desirable housing styles which provide an overall benefit to the community.

STAFF RECOMMENDATION

Staff makes no recommendation regarding this request but will defer to the recommendation(s) of the Planning Commission.



Current Ordinance

14.49E.050. One Family Homes at Celebration (Village 1).

Villages comprising of subdivision lots for one-family detached dwellings shall be classified as Village 1 (V1) and are subject to the following regulations:

(1) Lot Area. The minimum area of any lot or parcel of land shall be as indicated by the subzone used in conjunction with a designation. Subzones shall be designated by adding a suffix number to an area developed into subdivision lots. The suffix number shall be the minimum square lot area for the sub zone as follows:

- (a) V1.5: five thousand (5,000) square feet in area
- (b) V1.6: six thousand (6,000) square feet in area
- (c) V1.8: eight thousand (8,000) square feet in area, and
- (d) V1.10: ten thousand (10,000) square feet in area.

(2) Lot Width. Each lot or parcel of land within a Village 1 (V1) designation, except corner lots, shall have a width of not less than the following for the subzone in which said lot or parcel of land is situated. Corner lots shall be ten (10) feet wider than interior lots. Widths shall be measured at the interior side of the front yard setback line.

- (a) V1.5: fifty-three (53) feet wide
- (b) V1.6: sixty (60) feet wide
- (c) V1.8: eighty (80) feet wide, and
- (d) V1.10: ninety (90) feet wide.

(3) Lot Depth. Each lot or parcel of land within a V1 designations shall have a minimum lot depth of ninety (90) feet.

(4) Lot Frontage. Each lot or parcel of land within a V1 designations shall abut a street for a minimum distance of thirty-five (35) feet. No residential structure may front on an arterial or collector street.

(5) Lot Area Per Dwelling. Not more than one (1) one-family dwelling may be placed upon a lot, building pad, or parcel of land in the Village 1 (V1) development of the Villages at Celebration SDP.

(6) Yard Requirements. The following minimum yard requirements shall apply in a Village 1 (V1) development of the Villages at Celebration SDP:

- (a) Villages 1.5 (V1.5) and Villages 1.6 (V1.6).

- (i) The minimum depth of a front yard shall be a minimum of fifteen (15) feet and a maximum of twenty-two (22) feet. Notwithstanding a lesser setback for the main building, garages, whether attached or not which are front loading to a public or private street, shall be setback at least twenty-six (26) feet from the property line to ensure a twenty (20) foot driveway depth, measured from the back of the sidewalk.

- (ii) The minimum depth of a rear yard shall be fifteen (15) feet where dwellings have front-loading garages. If a dwelling has an alley-loading garage, then the garage shall be setback at least twenty (20) feet from the property line or shall be located within five (5) feet of said property line.

(iii) The minimum depth of a side yard shall be five (5) feet on one (1) side and eight (8) feet on the other side which shall be designated as a public utility easement. The eight (8) foot side yard may be reduced to five (5) feet where a waiver is obtained from the associated utility companies. On a corner lot, a side yard contiguous to a street shall not be less than fifteen (15) feet wide and shall not be used for vehicle parking, except any portion devoted to driveway use for access to a garage or carport.

(b) Villages 1.8 (V1.8) and Villages 1.10 (V1.10).

(i) The minimum depth of a front or rear yard shall be a minimum of fifteen (15) feet and a maximum of twenty-two (22) feet. Notwithstanding a lesser setback for the main building, garages, whether attached or not, shall be setback at least twenty-six (26) feet from the property line when necessary to ensure a twenty (20) foot driveway depth, measured from the back of sidewalks.

(ii) The minimum depth of a side yard shall be eight (8) feet. The eight (8) foot side yard may be reduced to five (5) feet where a waiver is obtained from the associated utility companies. On a corner lot, a side yard contiguous to a street shall not be less than fifteen (15) feet and shall not be used for vehicle parking, except any portion devoted to driveway use for access to a garage or carport.

(iii) Within the buildable area, an accessory building meeting all setback requirements (within the buildable area) for the main dwelling shall:

- (A) have a building footprint and height less than the main dwelling
- (B) comply with all lot coverage requirements,
- (C) comply with the latest adopted edition of the International Building Code,
- (D) only be used for those accessory uses allowed in the respective zone, and
- (E) maintain architecturally similar material and colors with the main building.

(iv) An accessory building that does not meet the setback requirements (outside the buildable area) for the main dwelling shall meet the conditions in Subsection (iii) above and shall:

- (A) be no closer to the front property line than the main building.
- (B) be no larger than ten per cent (10%) of the actual lot area of said property,
- (C) be set back a minimum of three (3) feet from any property line,
- (D) not be located within a recorded public utility easement, unless a release can be secured from all public utilities,
- (E) have no portion of the building exceed twelve (12) feet in height within ten (10) feet of a property line,
- (F) not be located within a front or street side yard,
- (G) comply with distance between buildings requirements, and
- (H) maintain architecturally similar material and colors with main building.

Proposed Revisions

- (a) Villages 1.5 (V1.5) and Villages 1.6 (V1.6).
- (i) The minimum depth of a front yard or rear yard shall be a minimum of fifteen (15) feet ~~and, with~~ a maximum **front yard depth** of ~~twenty-two (22)~~ **thirty (30) feet from the property line to the main home**. ~~Notwithstanding a lesser setback for the main building, garages,~~ **Garages**, whether attached or not which are front loading to a public or private street, shall be setback at least twenty-six (26) from the property line to ensure a twenty (20) foot driveway depth, measured from the back of the sidewalk.
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Clean Copy of Revisions

- (a) Villages 1.5 (V1.5) and Villages 1.6 (V1.6).
- (i) The minimum depth of a front yard or rear yard shall be a minimum of fifteen (15) feet, with a maximum front yard depth of thirty (30) feet from the property line to the main home. Garages, whether attached or not which are front loading to a public or private street, shall be setback at least twenty-six (26) from the property line to ensure a twenty (20) foot driveway depth, measured from the back of the sidewalk.
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WELCOME HOME

PLANNING COMMISSION

JULY 13, 2016



ITEM 4a*

Ivory Homes requests an Ordinance Amendment to Section 14.49E.050.(6)., to allow a maximum front yard setback of 30 feet instead of 22 feet as currently required, for the Broadview Shore Development located at approximately 1300-2000 North Geneva Road in the SDP-5 Zone.

Lakeview North Neighborhood.

16-0014OA





Designer
Revere
 Copyright © 1997 Ivory Homes



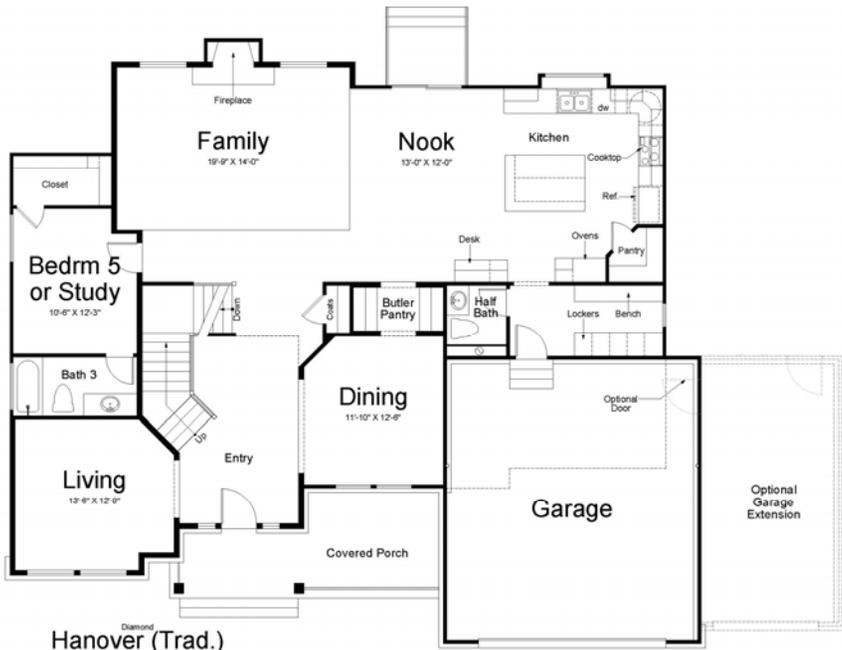












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Order Nbr 75599

Publication Daily Herald

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Phone 8018526505

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Section Legals

SubSection

Category 999 Legal Notices

Ad Key 75599-1

Keywords 75599-NOTICE OF PUBLIC HEARING

Notes

Ad Proof **NOTICE OF PUBLIC HEARING BEFORE THE MUNICIPAL COUNCIL**

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on these items on Tuesday, August 16, 2016 beginning at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 351 West Center Street. Anyone interested is invited to attend.

PEG Development requests Code Amendments to Sections 14.21A.070(2) and 14.21A.070(5)(d) to reduce the minimum building height in the DT1 (General Downtown) Zone from two stories to one story and from 14 feet to 12 feet. Timp Neighborhood. 16-0017OA, Brian Maxfield, 801-852-6429

Ivory Homes requests an Ordinance Amendment to Section 14.49E.050.(6), to allow a maximum front yard setback of 30 feet instead of 22 feet as currently required, for the Broadview Shore Development located at approximately 1300-2000 North Geneva Road in the SDP-5 Zone. Lakeview North Neighborhood. 16-0014OA, Brian Maxfield, 801-852-6429

Legal Notice 75599 Published in The Daily Herald August 4, 2016

PO Number

Rate Provo City

Order Price 34.78

Amount Paid 0.00

Amount Due 34.78

Start/End Dates 08/04/2016 - 08/04/2016

Insertions 1

Size 27

Salesperson(s) CLASSIFIED DEFAULT

Taken By Whitney Mason

Customer Ad Proof

60005417 Provo City Corporation

Order Nbr 75599

Publication **Herald Extra Online**

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Section Legals

SubSection

Category 999 Legal Notices

Ad Key 75599-1

Keywords 75586-NOTICE OF PUBLIC HEARING

Notes

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Legal Notice 75599 Published in The Daily Herald August 4, 2016

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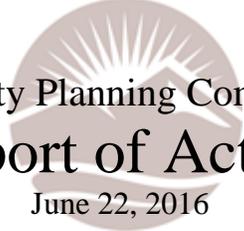
Start/End Dates 08/04/2016 - 08/04/2016

Insertions 1

Size 27

Salesperson(s) CLASSIFIED DEFAULT

Taken By Whitney Mason



Provo City Planning Commission

Report of Action

June 22, 2016

ITEM 1a* Provo City Community Development Department requests an Ordinance Amendment to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots. ***City-Wide Impact***. 16-0008OA, Brian Maxfield, 801-852-6429. ***This item was continued from the May 25, 2016 Planning Commission Hearing.***

The following action was taken by the Planning Commission on the above described item at its regular meeting of June 22, 2016:

RECOMMEND APPROVAL

On a vote of 6:0, the Planning Commission recommended the Municipal Council approve the above noted application.

Motion By: Kermit McKinney

Second By: Ed Jones

Votes in Favor of Motion: Kermit McKinney; Ed Jones; Fred Bandley; Deborah Jensen; Maria Winden; Brian Smith
Ross Flom was present as Chair.

- The motion includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report. The Planning Commission determination is consistent with the Staff analysis and determination.

PLANNING COMMISSION RECOMMENDED 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. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- Reasons for proposed text amendments.
- Reasons for proposed changes regarding corner lots.

CITY DEPARTMENTAL ISSUES

- None

NEIGHBORHOOD MEETING DATE

- City-wide application; all Neighborhood Chairs received notification.

NEIGHBORHOOD AND PUBLIC COMMENT

- No Neighborhood Chairs were present.

CONCERNS RAISED BY PUBLIC

- No concerns were raised by the public.

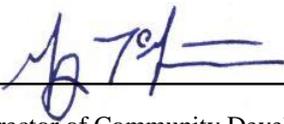
PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The Commission voiced support for the proposed amendments to the definitions.
- The Commission voiced support for the proposed amendments to the corner lot requirements.



Planning Commission Chair



Director of Community Development

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 Community Development Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

EXHIBIT "A"

14.06.020. Definitions

"**Frontage**" means ~~all of that property abutting on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or between a street and a waterway, end of a dead end street, or political subdivision boundary, measured along street line. An intercepting street shall determine only the length of frontage along the side of the street which it intercepts~~ **the distance for which a property or lot line are coincident with the street right-of-way.**

"**Lot-corner**" means a lot situated at the intersection of two (2) or more streets, which street shall have angle of intersection of not more than one hundred thirty-five (135) degrees.

"**Lot coverage**" means the total horizontal area of a lot, parcel, or building site covered by any building or occupied structure which extends above the surface of the ground level and including any covered automobile parking spaces. Covered patios, covered walkways, and covered recreation areas shall not be considered as lot coverage provided that said areas are not more than fifty percent (50%) enclosed.

"**Lot depth**" means:

(a) **For Interior Lots:** ~~the horizontal length of a straight line connecting the bisecting points of the front and the rear lot lines~~ **The distance between the midpoints of the front- and rear-lot lines, or the rearmost point of the lot where there is no rear-lot line.**

(b) **For Corner Lots:** **The distance from the midpoint of the property line along the narrowest street frontage and the midpoint of the property line most opposite the narrowest street frontage.**

"**Lot-flag**" or "**flag lot**" means an interior lot ~~which does not meet minimum street frontage requirements and which has as part of the lot an access strip (the "flag pole") at least twenty (20) feet wide abutting a public street and connecting the main body of the lot (the "flag") to the street~~ **where the buildable portion of the lot (the "flag") is located to the rear of another lot, with a portion of the flag lot serving as an access strip (the "flag pole" or "flag staff") connecting the buildable portion of the lot to the street frontage.**

"**Lot-interior**" or "**Interior lot**" means a lot other than a corner lot. **The four general types of Interior Lots are: Regular Lots; Irregular Lots; Through Lots; and, Flag Lots.**

"**Lot-irregular**" means ~~an interior lot which is not rectangular in shape~~ **where the opposing property lines are generally not parallel, such as a wedge-like or triangular-shaped lot on a cul-de-sac, or where the lot lines have unusual elongations, angles, or are curvilinear, often due to topography or other natural land features.**

"**Lot line-front**" means, except where otherwise specifically noted within this Title:

(a) ~~For Interior Lots:~~

(i) **Regular and Irregular Lots:** the property line adjacent to the street;

(ii) **Through Lots:** The property line adjacent to the street providing the main access to the property.

(iii) **Flag Lots:** The lot line adjacent to the access strip or "Flag Staff" portion of a lot. **Where two lot lines are adjacent to the access strip, the lot line most parallel to the front door of the dwelling.**

(b) ~~For Corner Lots developed as:~~

(i) ~~single-family detached lots:~~ **The property line along the street frontage on the same side of the dwelling as the its front door.**

(ii) ~~other than single-family detached lots:~~ **The property line bordering the street frontage with the smallest dimension.**

"**Lot line-rear**" or "**Rear lot line**" means ~~the recorded lot line most distant from and generally opposite the front lot line. :~~

(a) ~~For Regular Lots, Through Lots, and Flag Lots:~~ **the term "generally opposite" means The single lot line which is most opposite and parallel to the front lot line.**

53 (b) ~~For Irregular Lots: the term "generally opposite" means a lot line which does (i) not adjoin the front lot~~
54 ~~line, (ii) is located to the rear of the lot, and (iii) more or less parallel to any portion of the front lot line, except that~~
55 ~~in the case of an interior triangular or pie-shaped lot, it shall mean a straight line ten (10) feet in length which is:~~

56 (a) ~~parallel to the front lot line or its chord, and~~

57 (b) ~~intersects the two (2) other lot lines at points most distant from the front lot line. Each lot shall be deemed to~~
58 ~~have one (1) rear lot line. Either the single lot line most opposite and parallel to the front lot line, or else the point~~
59 ~~where the two side yards join, as in the case of a triangular-shaped lot or other situation where there is no rear lot~~
60 ~~line.~~

61 (c) For Corner Lots:

62 (i) Corner Lots with two street frontages: The point opposite the street intersection, where the two side lot
63 lines meet.

64 (ii) Three-sided Lots: The mid-point of the property line not fronting a street.

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66 "Lot, Regular" means a lot which is rectangular in shape.

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68 "Lot, Three Sided" or "Three-Sided Lot" means a corner lot with street frontage along three of its lot lines.

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70 "Lot-through" or "Through lot" or "Double frontage lot" means an interior lot having a frontage on two
71 parallel or approximately parallel non-intersecting streets. Said lots for purpose of this Title shall have two (2) street
72 frontages and two (2) front yards.

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74 "Lot width" means the distance across a lot or parcel of property measured at the interior edge of the required
75 front yard along a line parallel to the front lot line, or parallel to a straight line connecting the ends of an arc which
76 constitutes the front lot line.

77 (a) For Interior Lots: The shortest (average) distance between the side lot lines, as measured across the buildable
78 area of the lot.

79 (b) For Corner Lots: The shortest (average) distance between opposite property lines, as measured across the
80 buildable area of the lot.

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82 "Yard" means a space on a lot or parcel, unoccupied and unobstructed by a building or structure from the finish
83 grade upwards except as otherwise provided in this Title.

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85 "Yard-front" or "front yard" means an open, unoccupied landscaped yard extending across the full width of a lot or parcel,
86 having at no point a depth of less than the minimum required horizontal distance between the front lot line, or its tangent, and the
87 closest permissible location of the main building. Said distance shall be measured by a line at right angles to the front lot line, or
88 its tangent, the single yard area between the front lot line and a parallel line located at the closest point at the front of the
89 principal building or structure, and extending to each side lot line, or in the case of a corner lot, between the side and side-
90 street lot lines. Due to the actual location of a building or structure, the Front Yard may or may not be the same as the
91 required Front Yard.

92
93 "Yard-rear" or "rear yard" means a yard extending across the full width of a lot, having at no point a depth of
94 less than the minimum required horizontal distance between the rear lot line, or its tangent, and the closest
95 permissible location of the main building. Said distance shall be measured by a line at right angles to the rear lot
96 line, or its tangent. Such yard shall include all land area between the rear lot line and the closest permissible location
97 of the main building. Each lot shall be deemed to have one (1) rear yard a single yard which:

98 (a) For lots with a Rear Lot Line: The yard extending across the full width of a lot, between the rear lot line and the
99 required minimum rear yard setback for the principal building.

100 (b) For lots where a Rear Lot Line is a point rather than a line: The circular area between side lot lines which is
101 formed by a radius equal to the required rear yard setback, as it extends from the intersection of the side lot lines.

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103 "Yard-side" or "side yard" means a yard between the main building and the side lot line extending from the
104 required front yard, or the front lot line where no front yard is required, to the required rear yard, or the rear lot line
105 where rear yard is required; the width of which side yard shall be measured horizontally from, and at right angles to,
106 the nearest point on the side lot line towards the closest permissible location of the main building the required open
107 space area located between a side lot line and the minimum side setback line, and between the front and rear yards.

108
109 **END**

1 **14.10.040. Lot Width.**

2 (2) Each corner lot or parcel in the R1 zone shall ~~be ten (10) feet wider than the minimum required for interior lots in the~~
3 ~~subzone in which it is located~~ **have an additional 10 foot minimum width than otherwise required, or a width of 75 feet,**
4 **whichever is less.**
5
6

7 **14.10.080. Yard Requirements.**

8 The following minimum yard requirements shall apply in the R1 zone: (Note: All setbacks are measured from the property line.)
9

10 (3) Side-**Street** Yard - Corner Lots. On corner lots, the ~~side~~ yard contiguous to the ~~side~~-street shall not be less than twenty
11 (20) feet and shall not be used for vehicle parking, except such portion as is devoted to driveway use for access to a garage or
12 carport.
13

14 END



**Planning Commission
Staff Report
Ordinance Amendment
Hearing Date: June 22, 2016**

ITEM 1a* Provo City Community Development Department requests an Ordinance Amendment to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots. **City-Wide Impact.** 16-0008OA, Brian Maxfield, 801-852-6429

<p>Applicant: Community Development Department Staff Coordinator: Brian Maxfield</p> <p>Property Owner: N/A Parcel ID#: N/A Current General Plan Designation: N/A Current Zone: City Wide Acreage: N/A Number of Properties: N/A</p> <p>*Council Action Required: Yes</p> <p>Related Application(s): None</p> <p><u>ALTERNATIVE ACTIONS</u></p> <p>1. Recommend Denial of the proposed ordinance amendment. <i>This would be a change from the Staff recommendation; the Planning Commission should state new findings.</i></p> <p>2. Continue to the July 27, 2016 Planning Commission meeting to allow further input and consideration.</p>	<p><u>Current Legal Use:</u> See the attached current wording and proposed revisions.</p> <p><u>Relevant History:</u> The current definition of a front lot line in regards to corner lots was adopted in August 2013.</p> <p><u>Neighborhood Issues:</u> None reported to staff.</p> <p><u>Summary of Key Issues:</u></p> <ol style="list-style-type: none">1. Need for Amendments.2. Anticipated effect on future and existing development. <p><u>Staff Recommendation:</u> Recommend Approval of the proposed ordinance amendments to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots.</p>
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OVERVIEW

This item was presented and discussed at the May 25, 2016 Planning Commission. At that meeting, no particular concerns regarding the changes in definitions nor the proposed changes for corner lots was expressed by the Planning Commission. For better clarity, staff has slightly revised some wording regarding the definitions and the text. These revisions will be presented at the Planning Commission study session on June 22, 2016, prior to the public hearing for this item. The attached exhibits reflect those revisions.

FINDINGS OF FACT

- Currently, the front lot line for a corner lot is determined by the street faced by the front door.
- A rear lot line is located opposite the front lot line.
- The properties adjacent to the corner lot have a side yard adjoining the corner lot.

STAFF ANALYSIS

Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of ordinance text amendments:

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

(a) Public purpose for the amendment in question.

The proposed amendment addresses limitations on the development and redevelopment of corner lots, through eliminating unnecessary development restrictions.

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

General Plan – Objective 13.4.3 Promote strategies in selected areas to allow more citizens to qualify for a home purchase, to ensure affordable housing, and to increase owner occupancy rates in Provo, including but not limited to: **Flexible development standards for rehabilitation of one-family homes**

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

See “(b)” above.

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

The amendment would cause no conflict.

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

The amendment would not hinder nor obstruct attainment of the General Plan's articulated policies.

(f) Adverse impacts on adjacent land owners.

One of the goals of the amendment is to reduce or eliminate current adverse impacts from an adjoining property.

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

Does not apply to an ordinance amendment.

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

Does not apply to an ordinance amendment.

CONCLUSIONS

Staff believes the proposed amendments for corner lots would better address the reasonable development and redevelopment of corner lots, without any significant impact to adjacent properties.

STAFF RECOMMENDATION

Staff recommends the Planning Commission forward a positive recommendation to the Municipal Council regarding the proposed amendments to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots.

14.06.020. Definitions

"Frontage" means all of that property abutting on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or between a street and a waterway, end of a dead end street, or political subdivision boundary, measured along street line. An intercepting street shall determine only the length of frontage along the side of the street which it intercepts.

"Lot-corner" means a lot situated at the intersection of two (2) or more streets, which street shall have angle of intersection of not more than one hundred thirty-five (135) degrees.

"Lot coverage" means the total horizontal area of a lot, parcel, or building site covered by any building or occupied structure which extends above the surface of the ground level and including any covered automobile parking spaces. Covered patios, covered walkways, and covered recreation areas shall not be considered as lot coverage provided that said areas are not more than fifty percent (50%) enclosed.

"Lot depth" means the horizontal length of a straight line connecting the bisecting points of the front and the rear lot lines.

"Lot-flag" or **"flag lot"** means an interior lot which does not meet minimum street frontage requirements and which has as part of the lot an access strip (the "flag pole") at least twenty (20) feet wide abutting a public street and connecting the main body of the lot (the "flag") to the street.

"Lot-interior" or **"Interior lot"** means a lot other than a corner lot.

"Lot-irregular" means a lot which is not rectangular in shape.

"Lot line-front" means, except where otherwise specifically noted within this Title:

(a) for interior lots: the property line adjacent to the street;

(b) for corner lots developed as:

(i) single-family detached lots: the property line along the street frontage on the same side of the dwelling as the front door.

(ii) other than single-family detached lots: the property line bordering the street frontage with the smallest dimension.

"Lot line-rear" or **"Rear lot line"** means the recorded lot line most distant from and generally opposite the front lot line. For regular lots, the term "generally opposite" means the lot line which is parallel to the front lot line. For irregular lots, the term "generally opposite" means a lot line which (i) does not adjoin the front lot line, (ii) is located to the rear of the lot, and (iii) is more or less parallel to any portion of the front lot line, except that in the case of an interior triangular or pie-shaped lot, it shall mean a straight line ten (10) feet in length which is:

(a) parallel to the front lot line or its chord, and

(b) intersects the two (2) other lot lines at points most distant from the front lot line. Each lot shall be deemed to have one (1) rear lot line.

"Lot-regular" means a lot which is rectangular in shape

"Lot-through" or **"Through lot"** or **"Double frontage lot"** means a lot having a frontage on two parallel or approximately parallel streets. Said lots for purpose of this Title shall have two (2) street frontages and two (2) front yards.

"Lot width" means the distance across a lot or parcel of property measured at the interior edge of the required front yard along a line parallel to the front lot line, or parallel to a straight line connecting the ends of an arc which constitutes the front lot line.

"Yard" means a space on a lot or parcel, unoccupied and unobstructed by a building or structure from the finish grade upwards except as otherwise provided in this Title.

"Yard-front" or **"front yard"** means an open, unoccupied landscaped yard extending across the full width of a lot or parcel, having at no point a depth of less than the minimum required horizontal distance between the front lot line, or its tangent, and the closest permissible location of the main building. Said distance shall be measured by a line at right angles to the front lot line, or its tangent.

"Yard-rear" or **"rear yard"** means a yard extending across the full width of a lot, having at no point a depth of less than the minimum required horizontal distance between the rear lot line, or its tangent, and the closest permissible location of the main building. Said distance shall be measured by a line at right angles to the rear lot line, or its tangent. Such yard shall include all land area between the rear lot line and the closest permissible location of the main building. Each lot shall be deemed to have one (1) rear yard.

"Yard-side" or **"side yard"** means a yard between the main building and the side lot line extending from the required front yard, or the front lot line where no front yard is required, to the required rear yard, or the rear lot line where no rear yard is required; the width of which side yard shall be measured horizontally from, and at right angles to, the nearest point on the side lot line towards the closest permissible location of the main building.

1 **14.06.020. Definitions**

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5 subdivision boundary, measured along street line. ~~An intercepting street shall determine only the length of frontage~~
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7 **street right-of-way.**

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19 ~~rear lot lines~~ **The distance between the midpoints of the front- and rear-lot lines, or the rearmost point of**
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21 (b) ~~For Corner Lots: The distance from the midpoint of the property line along the narrowest street frontage~~
22 ~~and the midpoint of the property line most opposite the narrowest street frontage.~~

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26 connecting the main body of the lot (the "flag") to the street **where the buildable portion of the lot (the "flag") is**
27 **located to the rear of another lot, with a portion of the flag lot serving as an access strip (the "flag pole" or "flag**
28 **staff") connecting the buildable portion of the lot to the street frontage.**

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31 **Regular Lots; Irregular Lots; Through Lots; and, Flag Lots.**

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41 (iii) ~~Flag Lots:~~ The lot line adjacent to the access strip or "Flag Staff" portion of a lot. **Where two lot lines**
42 **are adjacent to the access strip, the lot line most parallel to the front door of the dwelling.**

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45 **the its front door.**

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52 **which is most opposite and** parallel to the front lot line.

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58 have one (1) rear lot line. Either the single lot line most opposite and parallel to the front lot line, or else the point
59 where the two side yards join, as in the case of a triangular-shaped lot or other situation where there is no rear lot
60 line.

61 (c) For Corner Lots:

62 (i) Corner Lots with two street frontages: The point opposite the street intersection, where the two side lot
63 lines meet.

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90 street lot lines. Due to the actual location of a building or structure, the Front Yard may or may not be the same as the
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101 formed by a radius equal to the required rear yard setback, as it extends from the intersection of the side lot lines.

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(c) For Corner Lots:

(i) Corner Lots with two street frontages: The point opposite the street intersection, where the two side lot lines meet.

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(b) For Corner Lots: The shortest distance between opposite property lines, as measured across the buildable area of the lot.

"Yard" means a space on a lot or parcel, unoccupied and unobstructed by a building or structure from the finish grade upwards except as otherwise provided in this Title.

"Yard-front" or **"front yard"** means the single yard area between the front lot line and a parallel line located at the closest point at the front of the principal building or structure, and extending to each side lot line, or in the case of a corner lot, between the side and side-street lot lines. Due to the actual location of a building or structure, the Front Yard may or may not be the same as the *required* Front Yard.

"Yard-rear" or **"rear yard"** means a single yard which:

(a) For lots with a Rear Lot Line: The yard extending across the full width of a lot, between the rear lot line and the required minimum rear yard setback for the principal building.

(b) For lots where a Rear Lot Line is a point rather than a line: The circular area between side lot lines which is formed by a radius equal to the required rear yard setback, as it extends from the intersection of the side lot lines.

"Yard-side" or **"side yard"** means the required open space area located between a side lot line and the minimum side setback line, and between the front and rear yards.

1 **Amendments relating to Corner Lots**

2 **REDLINE VERSION**

3
4 **14.10.040. Lot Width.**

5 (1) Each lot or parcel of land in the R1 zone, except corner lots, shall have an width of not less than the following for the
6 subzone in which said lot or parcel of land is situated:

- R1.6 sixty (60) feet
- R1.7 seventy (70) feet
- R1.8 eighty (80) feet
- R1.9 eighty-five (85) feet
- R1.10 ninety (90) feet
- R1.15 ninety-five (95) feet
- R1.20 one hundred (100) feet

7 (2) Each corner lot or parcel in the R1 zone shall ~~be ten (10) feet wider than the minimum required for interior lots in the~~
8 ~~subzone in which it is located~~ **have an additional 10 foot minimum width than required by the zoning, or a width of 75 feet,**
9 **whichever is less.**

10
11 **14.10.080. Yard Requirements.**

12 The following minimum yard requirements shall apply in the R1 zone: (Note: All setbacks are measured from the property line.)

13
14 (3) Side-**Street** Yard - Corner Lots. On corner lots, the ~~side~~ yard contiguous to the **side**-street shall not be less than twenty
15 (20) feet and shall not be used for vehicle parking, except such portion as is devoted to driveway use for access to a garage or
16 carport.

17
18
19
20 END

Amendments relating to Corner Lots

CLEAN COPY

14.10.040. Lot Width.

(1) Each lot or parcel of land in the R1 zone, except corner lots, shall have an width of not less than the following for the subzone in which said lot or parcel of land is situated:

R1.6	sixty (60) feet
R1.7	seventy (70) feet
R1.8	eighty (80) feet
R1.9	eighty-five (85) feet
R1.10	ninety (90) feet
R1.15	ninety-five (95) feet
R1.20	one hundred (100) feet

(2) Each corner lot or parcel in the R1 zone shall have an additional 10 foot minimum width than required by the zoning, or a width of 75 feet, whichever is less.

14.10.080. Yard Requirements.

The following minimum yard requirements shall apply in the R1 zone: (Note: All setbacks are measured from the property line.)

(3) Side-Street Yard - Corner Lots. On corner lots, the yard contiguous to the side-street shall not be less than twenty (20) feet and shall not be used for vehicle parking, except such portion as is devoted to driveway use for access to a garage or carport.

ORDINANCE 2016-

AN ORDINANCE AMENDING PROVO CITY CODE TO MODIFY YARD DEFINITIONS AND THE REQUIREMENTS FOR MINIMUM LOT WIDTHS AND REQUIRED YARDS FOR CORNER LOTS. CITY-WIDE IMPACT. (16-00080A)

WHEREAS, it is proposed that amendments be made to Provo City Code Section 14.06.020 (Definitions) and Section 14.10.040 (Lot Width), amending yard definitions and minimum lot widths and required yards for corner lots; and

WHEREAS, historically the front lot line for a corner lot has been determined by the street faced by the front door, with a the back yard located opposite of the front lot line, causing properties adjacent to the corner lot to have a side yard next to the corner lot’s back yard; and

WHEREAS, on June 22, 2016, the Planning Commission held a duly noticed public hearing to consider the proposal and after such hearing the Planning Commission recommended to the Municipal Council by a vote of 6:0 that the proposed amendment be approved as set forth below; and

WHEREAS, on August 2, 2016 and August 16, 2016, the Municipal Council held duly noticed public meetings to ascertain the facts regarding this matter, which facts are found in the meeting records; and

WHEREAS, after considering the Planning Commission’s recommendation, and facts and comments presented to the Municipal Council, the Council finds (i) Provo City Code Sections 14.06.020 and 14.10.040 should be amended on the basis recommended by the Planning Commission and (ii) this action, as set forth below, reasonably furthers the health, safety and general welfare of the citizens of Provo City.

NOW, THEREFORE, be it ordained by the Municipal Council of Provo City, Utah, as follows:

PART I:

Provo City Code Section 14.06.020 is hereby amended as follows:

14.06.020. Definitions

...

“Frontage” means ~~all of that property abutting on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or between a street and a waterway, end of a dead end street, or political subdivision boundary, measured along street line. An intercepting street shall determine only the length of frontage along the side of the street which it intercepts~~ the distance for which a property or lot line are coincident with the street right-of-way.

...

49
50 **"Lot-corner"** means a lot situated at the intersection of two (2) or more streets, which streets shall have an angle
51 of intersection of not more than one hundred thirty-five (135) degrees.

52
53 **"Lot coverage"** means the total horizontal area of a lot, parcel, or building site covered by any building or
54 occupied structure which extends above the surface of the ground level and including any covered automobile
55 parking spaces. Covered patios, covered walkways, and covered recreation areas shall not be considered as lot
56 coverage provided that said areas are not more than fifty percent (50%) enclosed.

57
58 **"Lot depth"** means:

59 (a) **For Interior Lots:** ~~the horizontal length of a straight line connecting the bisecting points of the front and the~~
60 ~~rear lot lines~~ **The distance between the midpoints of the front- and rear-lot lines, or the rearmost point of**
61 **the lot where there is no rear-lot line.**

62 (b) **For Corner Lots:** **The distance from the midpoint of the property line along the narrowest street frontage**
63 **and the midpoint of the property line most opposite the narrowest street frontage.**

64
65 **"Lot-flag"** or **"flag lot"** means an interior lot ~~which does not meet minimum street frontage requirements and~~
66 ~~which has as part of the lot an access strip (the "flag pole") at least twenty (20) feet wide abutting a public street and~~
67 ~~connecting the main body of the lot (the "flag") to the street~~ **where the buildable portion of the lot (the "flag") is**
68 **located to the rear of another lot, with a portion of the flag lot serving as an access strip (the "flag pole" or "flag**
69 **staff") connecting the buildable portion of the lot to the street frontage.**

70
71 **"Lot-interior"** or **"Interior lot"** means a lot other than a corner lot. **The four general types of interior lots are:**
72 **regular lots; irregular lots; through lots; and, flag lots.**

73
74 **"Lot-irregular"** or **"irregular lot"** means **an interior lot which is not rectangular in shape where the opposing**
75 **property lines are generally not parallel, such as a wedge-like or triangular-shaped lot on a cul-de-sac, or where the**
76 **lot lines have unusual elongations, angles, or are curvilinear, often due to topography or other natural land features.**

77
78 **"Lot line-front"** means, except where otherwise specifically noted within this Title:

79 (a) ~~For Interior Lots:~~

80 (i) ~~Regular and Irregular Lots:~~ **The property line adjacent to the street;**

81 (ii) ~~Through Lots:~~ **The property line adjacent to the street providing the main access to the property.**

82 (iii) ~~Flag Lots:~~ **The lot line adjacent to the access strip or "Flag Staff" portion of a lot. Where two lot lines**
83 **are adjacent to the access strip, the lot line most parallel to the front door of the dwelling.**

84 (b) ~~For Corner Lots developed as:~~

85 (i) ~~Single-family detached lots:~~ **The property line along the street frontage on the same side of the dwelling**
86 **as the its front door.**

87 (ii) ~~Other than single-family detached lots:~~ **The property line bordering the street frontage with the smallest**
88 **dimension.**

89
90 **"Lot line-rear"** or **"Rear lot line"** means ~~the recorded lot line most distant from and generally opposite the front~~
91 ~~lot line. :~~

92 (a) ~~For Regular Lots, Through Lots, and Flag Lots:~~ **the term "generally opposite" means** ~~the single lot line~~
93 **which is most opposite and** parallel to the front lot line.

94 (b) ~~For Irregular Lots:~~ **the term "generally opposite" means a lot line which does (i) not adjoin the front lot**
95 **line, (ii) is located to the rear of the lot, and (iii) more or less parallel to any portion of the front lot line, except that**
96 **in the case of an interior triangular or pie-shaped lot, it shall mean a straight line ten (10) feet in length which is:**

97 (a) ~~parallel to the front lot line or its chord, and~~

98 (b) ~~intersects the two (2) other lot lines at points most distant from the front lot line. Each lot shall be deemed to~~
99 ~~have one (1) rear lot line.~~ **Either the single lot line most opposite and parallel to the front lot line, or else the point**
100 **where the two side yards join, as in the case of a triangular-shaped lot or other situation where there is no rear lot**
101 **line.**

102 (c) **For Corner Lots:**

103 (i) **Corner Lots with two street frontages:** **The point opposite the street intersection, where the two side lot**
104 **lines meet.**

105 (ii) Three-sided Lots: The mid-point of the property line not fronting a street.

106
107 ...

108
109 "Lot, Regular" means a lot which is rectangular in shape.

110
111 "Lot, Three Sided" or "Three-Sided Lot" means a corner lot with street frontage along three of its lot lines.

112
113 "Lot-through" or "Through lot" or "Double frontage lot" means an interior lot having a frontage on two
114 parallel or approximately parallel non-intersecting streets. Said lots for purpose of this Title shall have two (2) street
115 frontages and two (2) front yards.

116
117 "Lot width" means the distance across a lot or parcel of property measured at the interior edge of the required
118 front yard along a line parallel to the front lot line, or parallel to a straight line connecting the ends of an arc which
119 constitutes the front lot line.

120 (a) For Interior Lots: The shortest distance between the side lot lines, as measured across the buildable area of the
121 lot.

122 (b) For Corner Lots: The shortest distance between opposite property lines, as measured across the buildable area
123 of the lot.

124
125 ...

126
127 "Yard" means a space on a lot or parcel, unoccupied and unobstructed by a building or structure from the finish
128 grade upwards except as otherwise provided in this Title.

129
130 "Yard-front" or "front yard" means an open, unoccupied landscaped yard extending across the full width of a
131 lot or parcel, having at no point a depth of less than the minimum required horizontal distance between the front lot
132 line, or its tangent, and the closest permissible location of the main building. Said distance shall be measured by a
133 line at right angles to the front lot line, or its tangent. the single yard area between the front lot line and a parallel
134 line located at the closest point at the front of the principal building or structure, and extending to each side lot line,
135 or in the case of a corner lot, between the side and side-street lot lines. Due to the actual location of a building or
136 structure, the Front Yard may or may not be the same as the required Front Yard.

137
138 "Yard-rear" or "rear yard" means a yard extending across the full width of a lot, having at no point a depth of
139 less than the minimum required horizontal distance between the rear lot line, or its tangent, and the closest
140 permissible location of the main building. Said distance shall be measured by a line at right angles to the rear lot
141 line, or its tangent. Such yard shall include all land area between the rear lot line and the closest permissible location
142 of the main building. Each lot shall be deemed to have one (1) rear yard a single yard which is:

143 (a) For lots with a Rear Lot Line: The yard extending across the full width of a lot, between the rear lot line and
144 the required minimum rear yard setback for the principal building.

145 (b) For lots where a Rear Lot Line is a point rather than a line: The circular area between side lot lines which is
146 formed by a radius equal to the required rear yard setback, as it extends from the intersection of the side lot lines.

147
148 "Yard-side" or "side yard" means a yard between the main building and the side lot line extending from the
149 required front yard, or the front lot line where no front yard is required, to the required rear yard, or the rear lot line
150 where rear yard is required; the width of which side yard shall be measured horizontally from, and at right angles to,
151 the nearest point on the side lot line towards the closest permissible location of the main building the required open
152 space area located between a side lot line and the minimum side setback line, and between the front and rear yards.

153
154 ...

155
156 PART II:

157
158 Provo City Code Section 14.10.040 is hereby amended as follows:
159

160 **14.10.040. Lot Width.**

161

162 ...

163

164 (2) Each corner lot or parcel in the R1 zone shall be ten (10) feet wider than the minimum required for interior

165 lots in the subzone in which it is located have an additional 10 foot minimum width more than required by the

166 zoning, or a width of 75 feet, whichever is less.

167

168 PART III:

169

170 A. If a provision of this ordinance conflicts with a provision of a previously adopted
171 ordinance, this ordinance shall prevail.

172

173 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
174 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
175 invalid, the remainder of the ordinance shall not be affected thereby.

176

177 C. The Municipal Council hereby directs that the official copy of the Provo City Code be
178 updated to reflect the provisions enacted by this ordinance.

179

180 D. This ordinance shall take effect immediately after it has been posted or published in
181 accordance with Utah Code 10-3-711, presented to the Mayor in accordance with Utah
182 Code 10-3b-204, and recorded in accordance with Utah Code 10-3-713.

183

184 END OF ORDINANCE.

ITEM 1a*

Provo City Community Development Department requests an Ordinance Amendment to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots.

City-Wide Impact

16-0008OA

Corner Lots and Definitions

Lot Widths and Setbacks

Flag Lots

Variable Lot Subdivisions

Fencing

Definitions

Make Necessary Changes

Add Needed Definitions

Clarify Other Related Definitions

Simplifying Definitions – Lot Width

- The diameter of the largest circle that can be inscribed within the side lot lines at any point on a continuous line from the frontage of the lot to the front line of the principal structure of the lot.
- The closest distance between the side lot lines of a lot.

14.06.020. Definitions

"Frontage" means all of that property abutting on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or between a street and a waterway, end of a dead end street, or political subdivision boundary, measured along street line. An intercepting street shall determine only the length of frontage along the side of the street which it intercepts the distance for which a property or lot line are coincident with the street right-of-way.

"Lot-corner" means a lot situated at the intersection of two (2) or more streets, which street shall have angle of intersection of not more than one hundred thirty-five (135) degrees.

"Lot coverage" means the total horizontal area of a lot, parcel, or building site covered by any building or occupied structure which extends above the surface of the ground level and including any covered automobile parking spaces. Covered patios, covered walkways, and covered recreation areas shall not be considered as lot coverage provided that said areas are not more than fifty percent (50%) enclosed.

"Lot depth" means:

(a) **For Interior Lots:** the horizontal length of a straight line connecting the bisecting points of the front and the rear lot lines. The distance between the midpoints of the front- and rear-lot lines, or the rearmost point of the lot where there is no rear-lot line.

(b) **For Corner Lots:** The distance from the midpoint of the property line along the narrowest street frontage and the midpoint of the property line most opposite the narrowest street frontage.

"Lot-flag" or **"flag lot"** means an interior lot which does not meet minimum street frontage requirements and which has as part of the lot an access strip (the "flag pole") at least twenty (20) feet wide abutting a public street and connecting the main body of the lot (the "flag") to the street where the buildable portion of the lot (the "flag") is located to the rear of another lot, with a portion of the flag lot serving as an access strip (the "flag pole" or "flag staff") connecting the buildable portion of the lot to the street frontage.

"Lot-interior" or **"Interior lot"** means a lot other than a corner lot. The four general types of Interior Lots are: Regular Lots; Irregular Lots; Through Lots; and, Flag Lots.

"Lot-irregular" means an interior lot which is not rectangular in shape where the opposing property lines are generally not parallel, such as a wedge-like or triangular-shaped lot on a cul-de-sac, or where the lot lines have unusual elongations, angles, or are curvilinear, often due to topography or other natural land features.

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(a) ~~f~~For ~~i~~nterior ~~l~~ots:

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(ii) **Through Lots:** The property line adjacent to the street providing the main access to the property.

(iii) **Flag Lots:** The lot line adjacent to the access strip or "Flag Staff" portion of a lot. Where two lot lines are adjacent to the access strip, the lot line most parallel to the front door of the dwelling.

(b) ~~f~~For ~~e~~Corner ~~l~~ots developed as:

(i) single-family detached lots: ~~€~~The property line along the street frontage on the same side of the dwelling as the ~~its~~ front door.

(ii) other than single-family detached lots: ~~€~~The property line bordering the street frontage with the smallest dimension.

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~~(a) parallel to the front lot line or its chord, and~~

~~(b) intersects the two (2) other lot lines at points most distant from the front lot line. Each lot shall be deemed to have one (1) rear lot line. Either the single lot line most opposite and parallel to the front lot line, or else the point where the two side yards join, as in the case of a triangular-shaped lot or other situation where there is no rear lot line.~~

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~~(i) Corner Lots with two street frontages: The point opposite the street intersection, where the two side lot lines meet.~~

~~(ii) Three-sided Lots: The mid-point of the property line not fronting a street.~~

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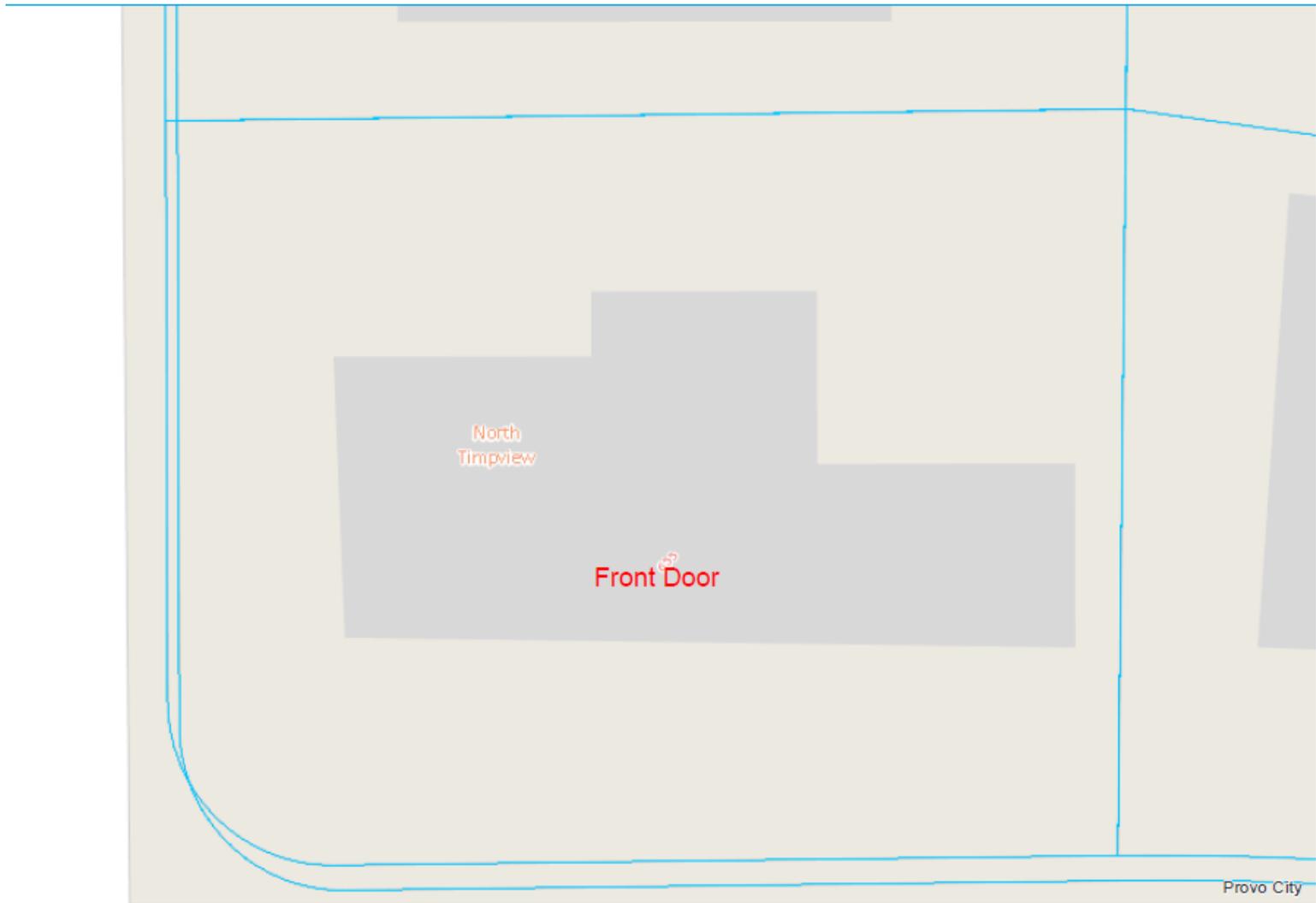
Corner Lots

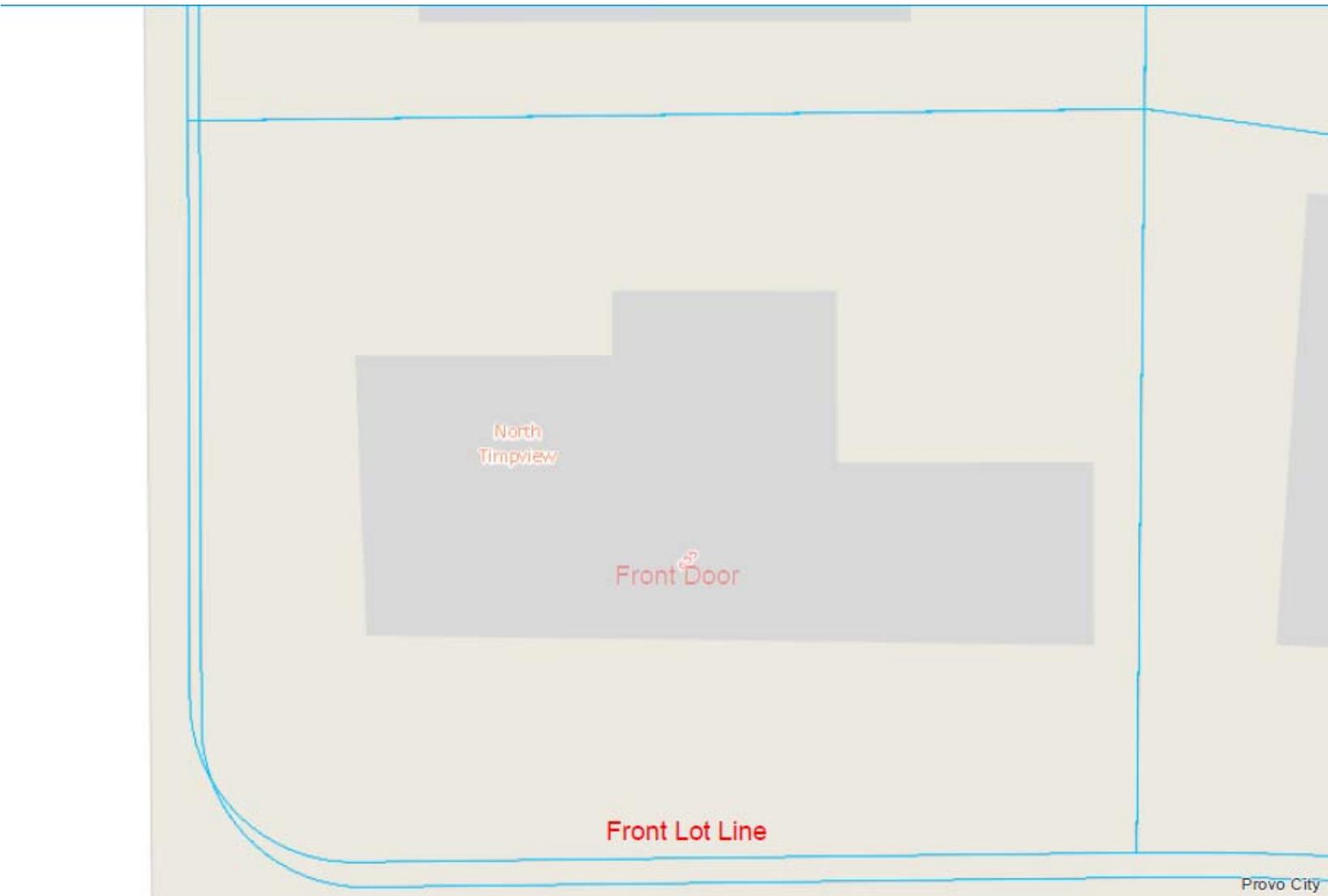
Side Yards

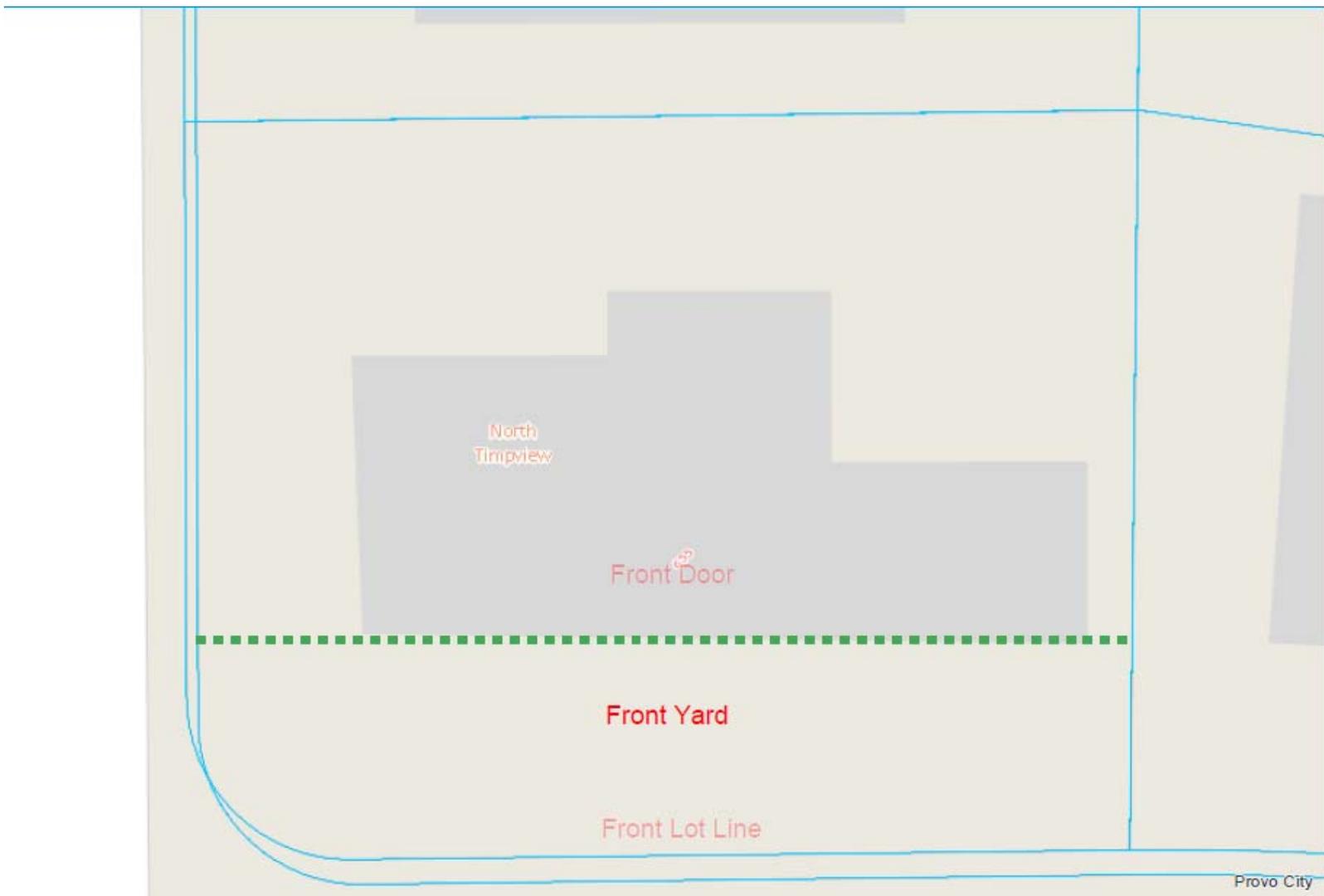
Rear Yard Area

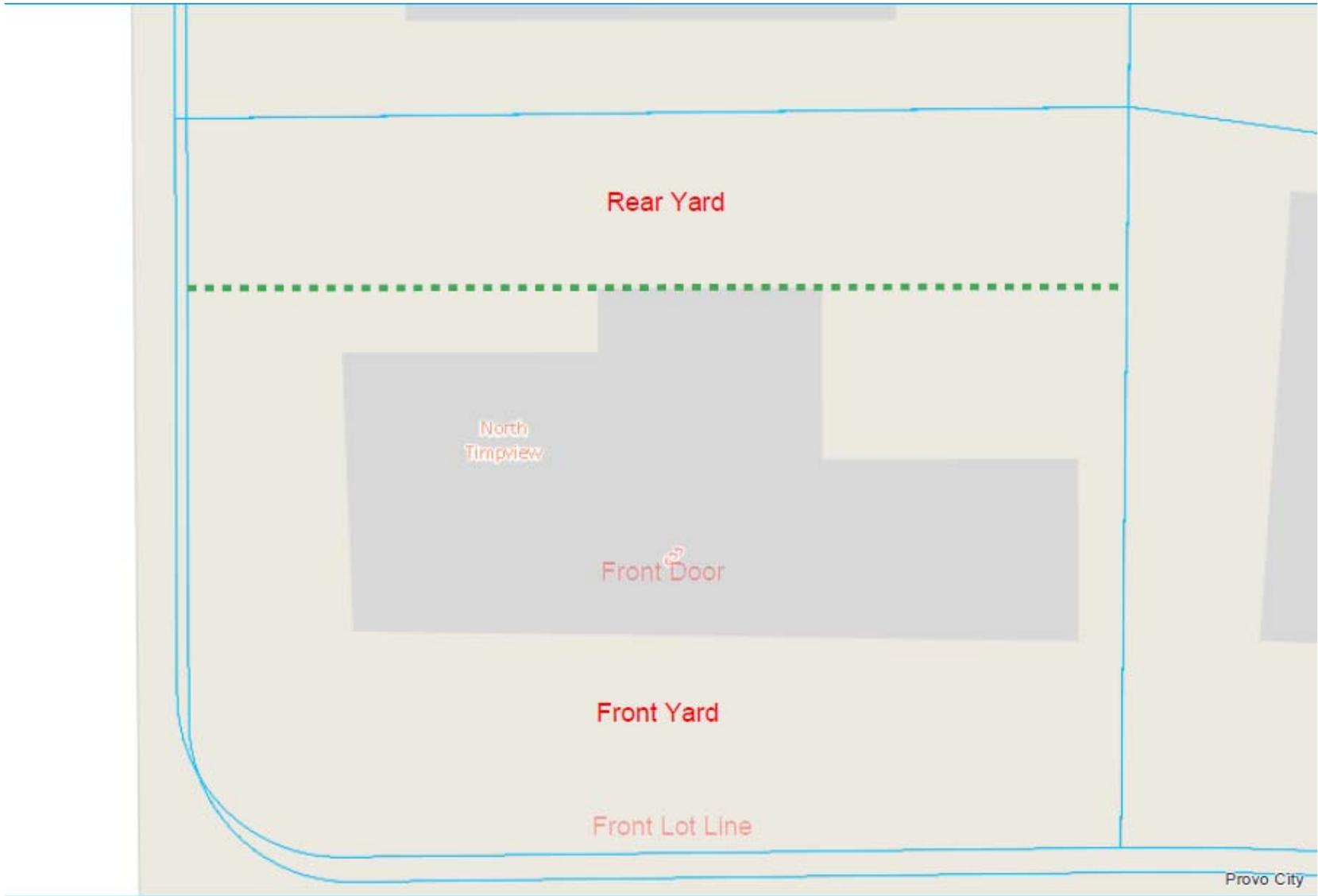
Elimination of extra width for larger lots

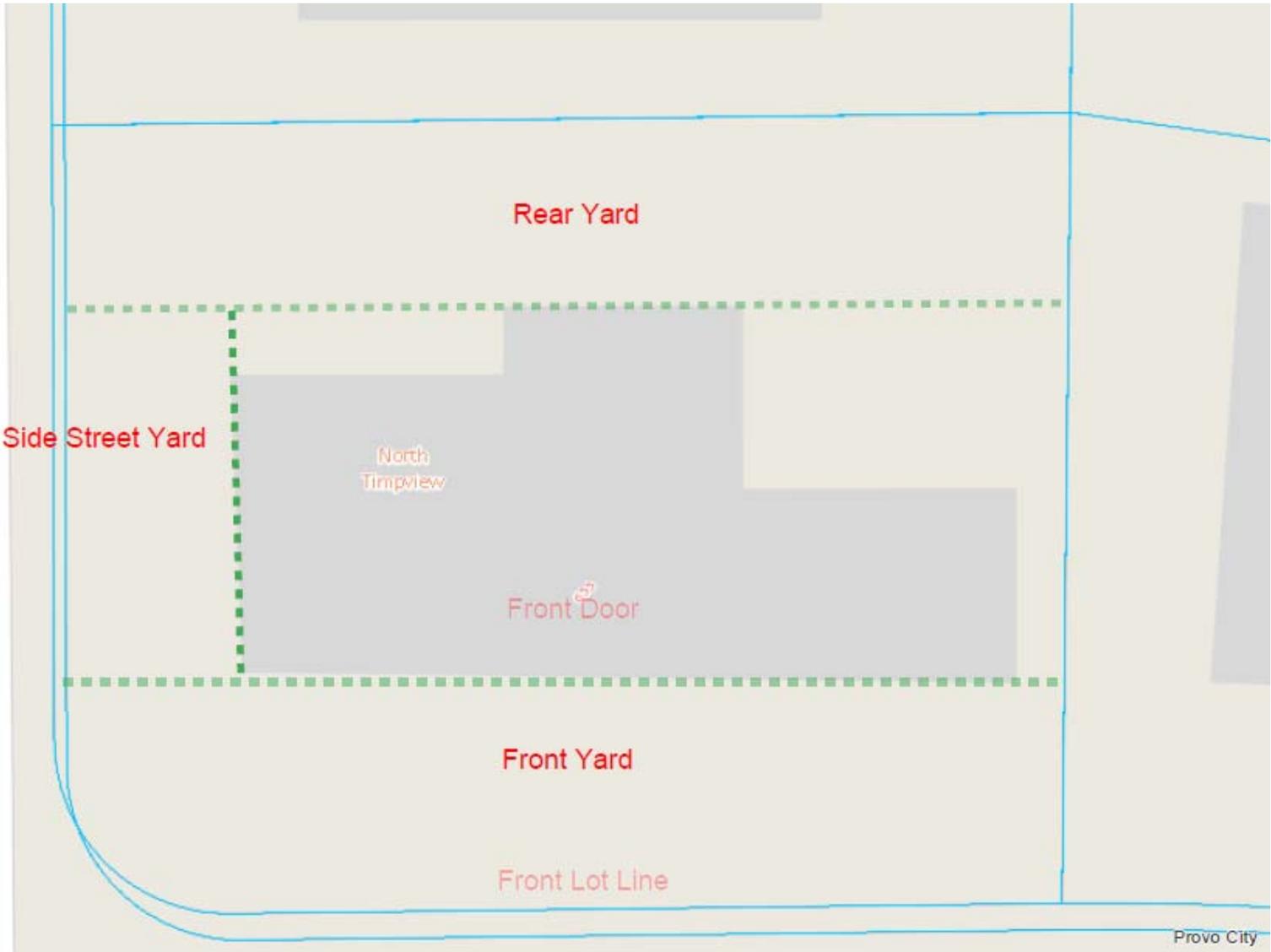


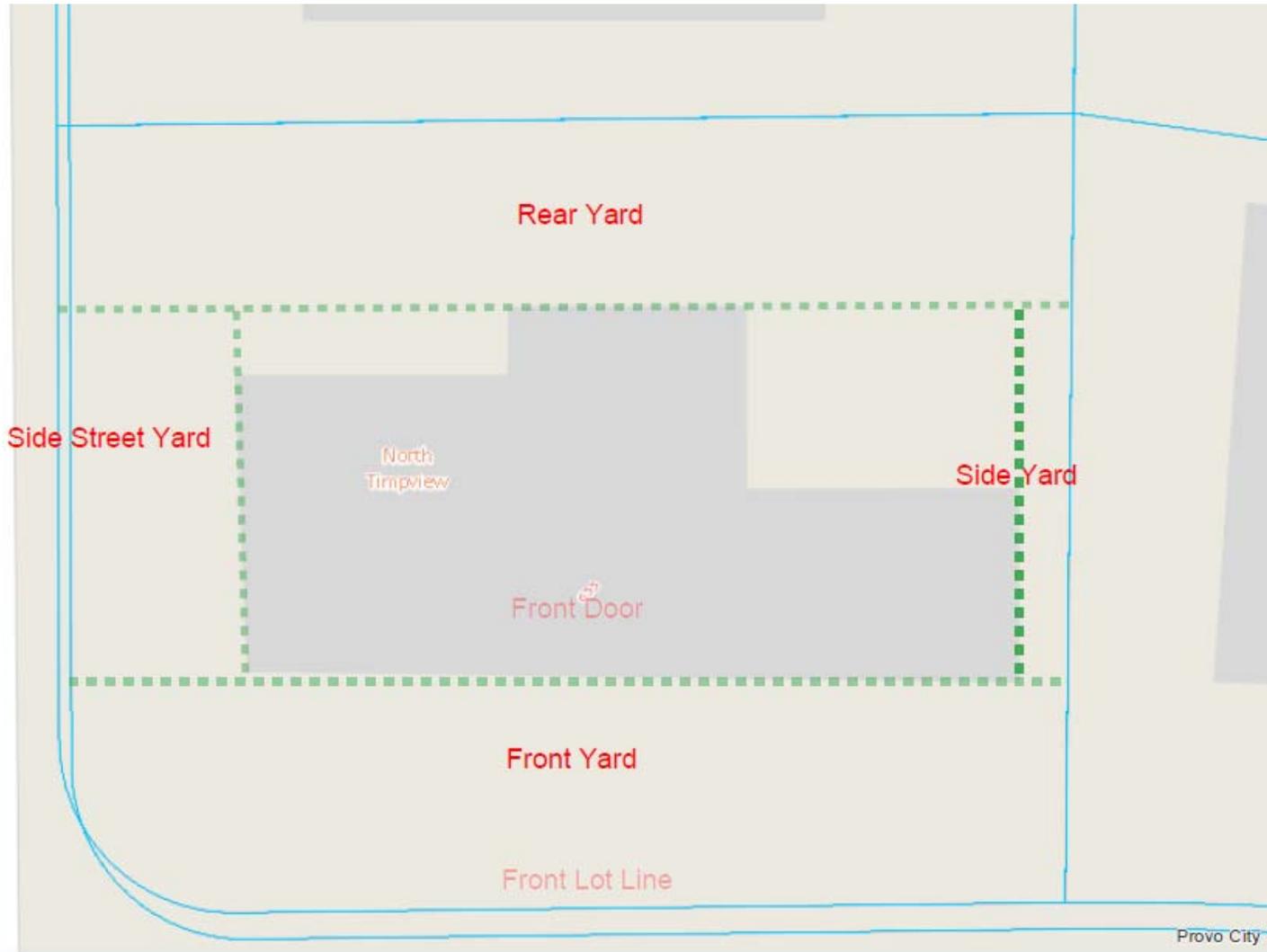


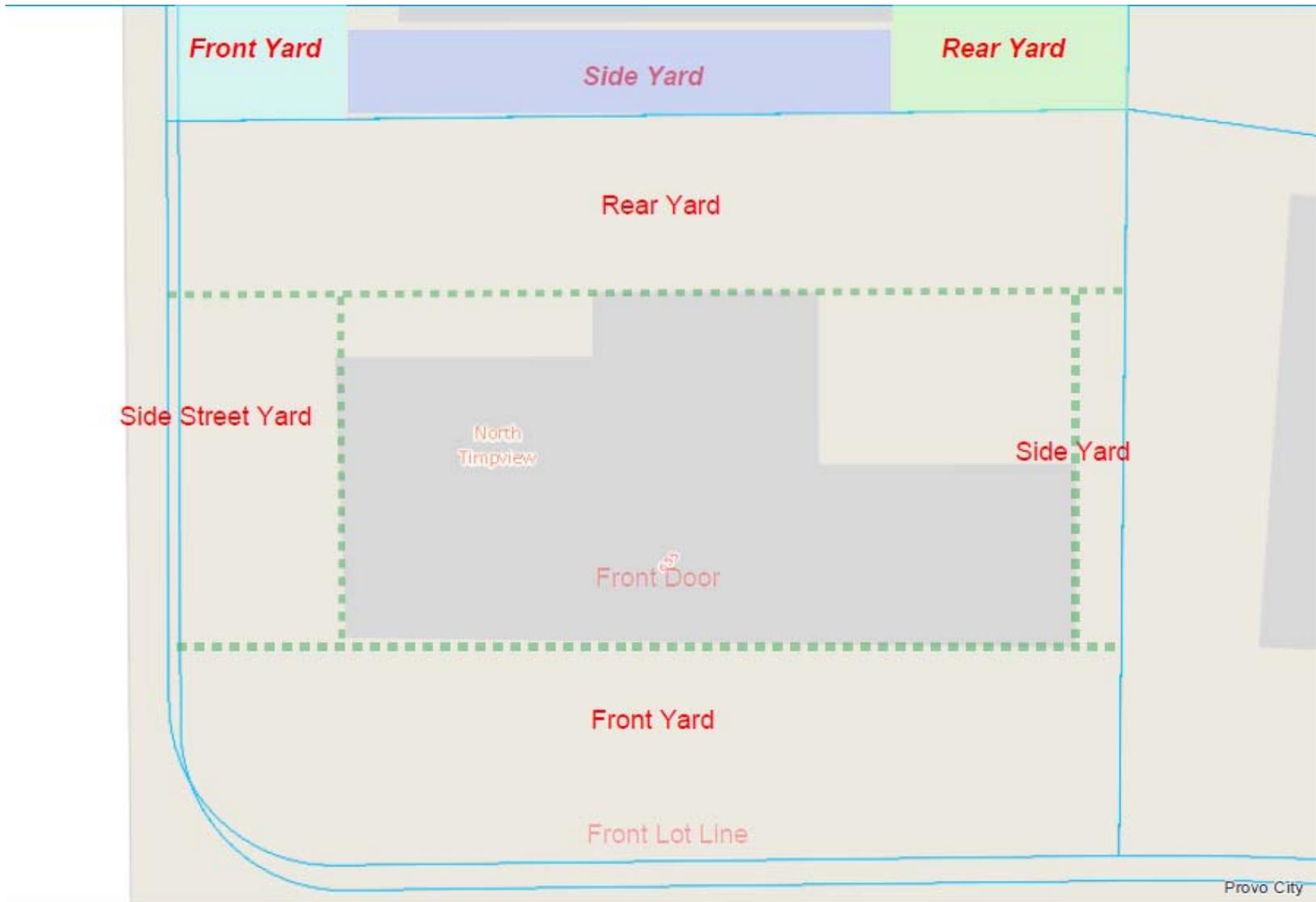


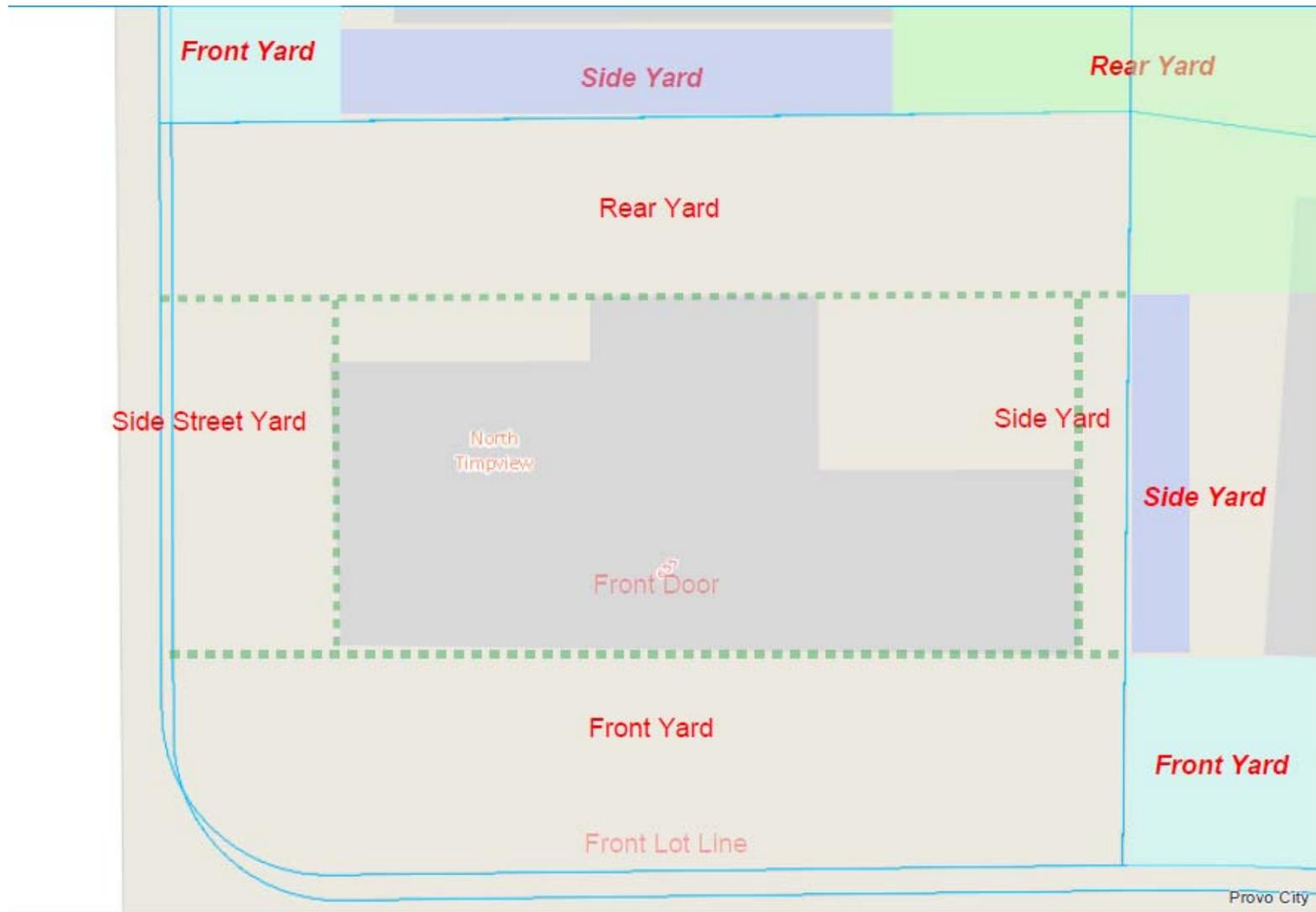


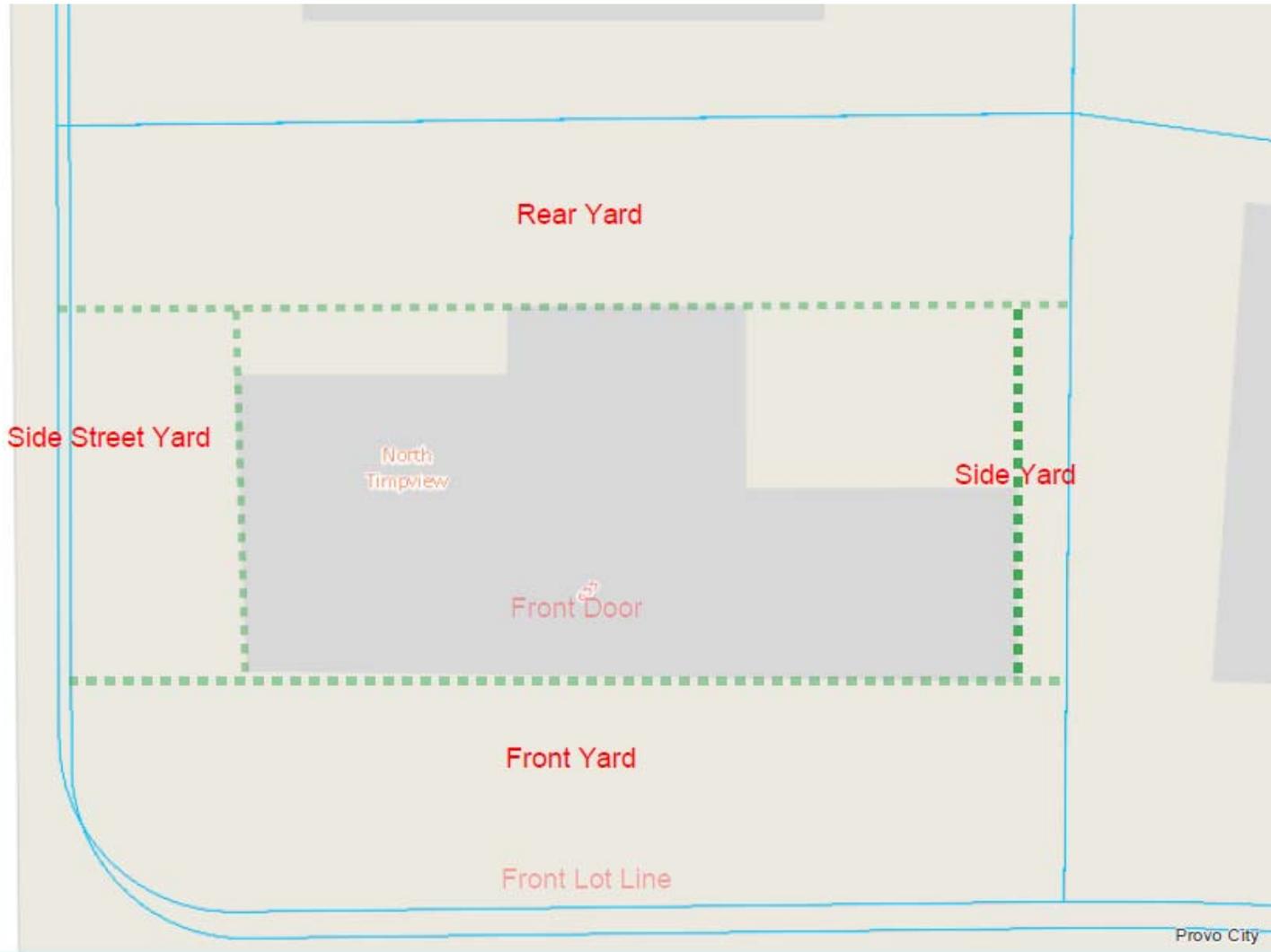


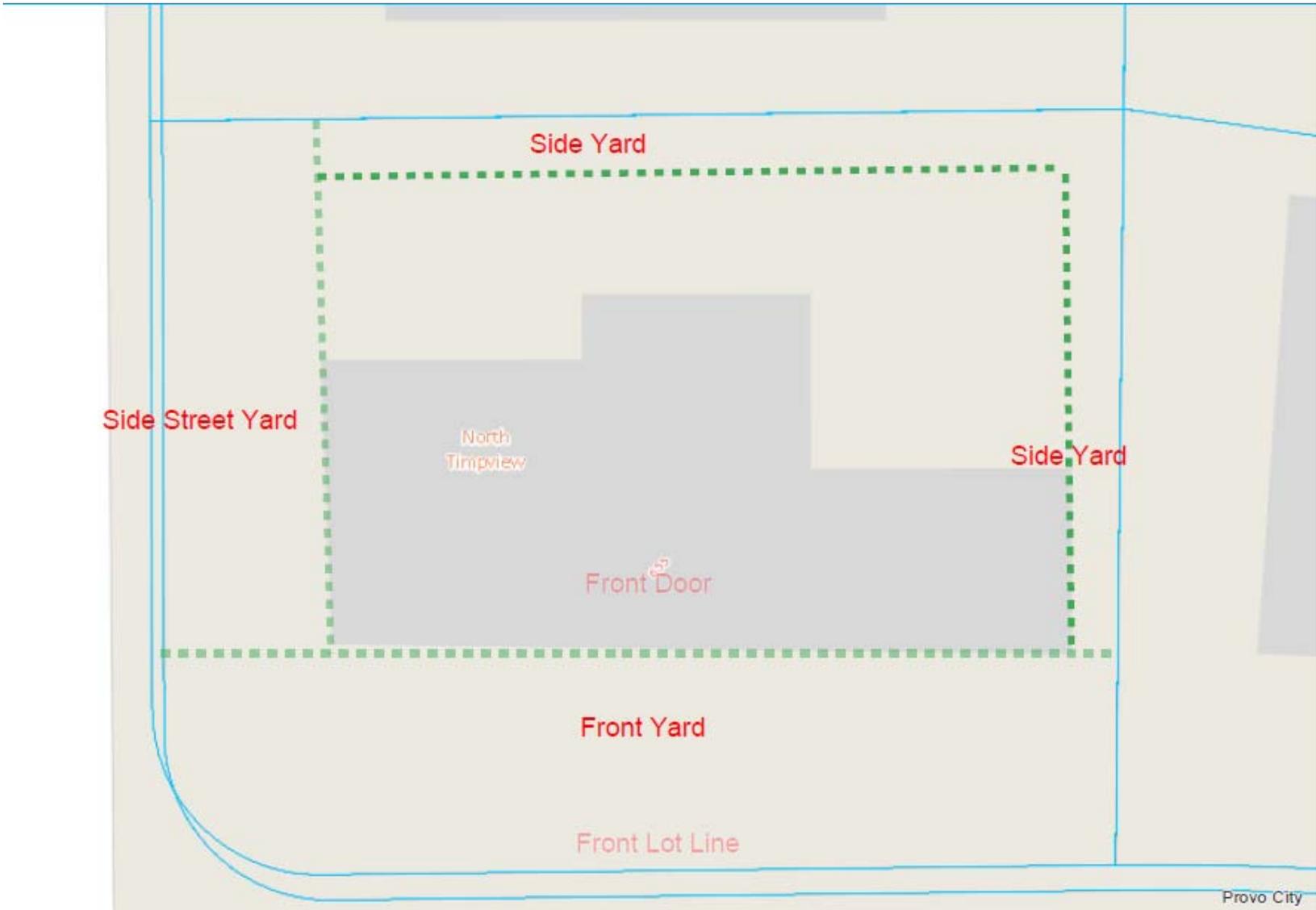


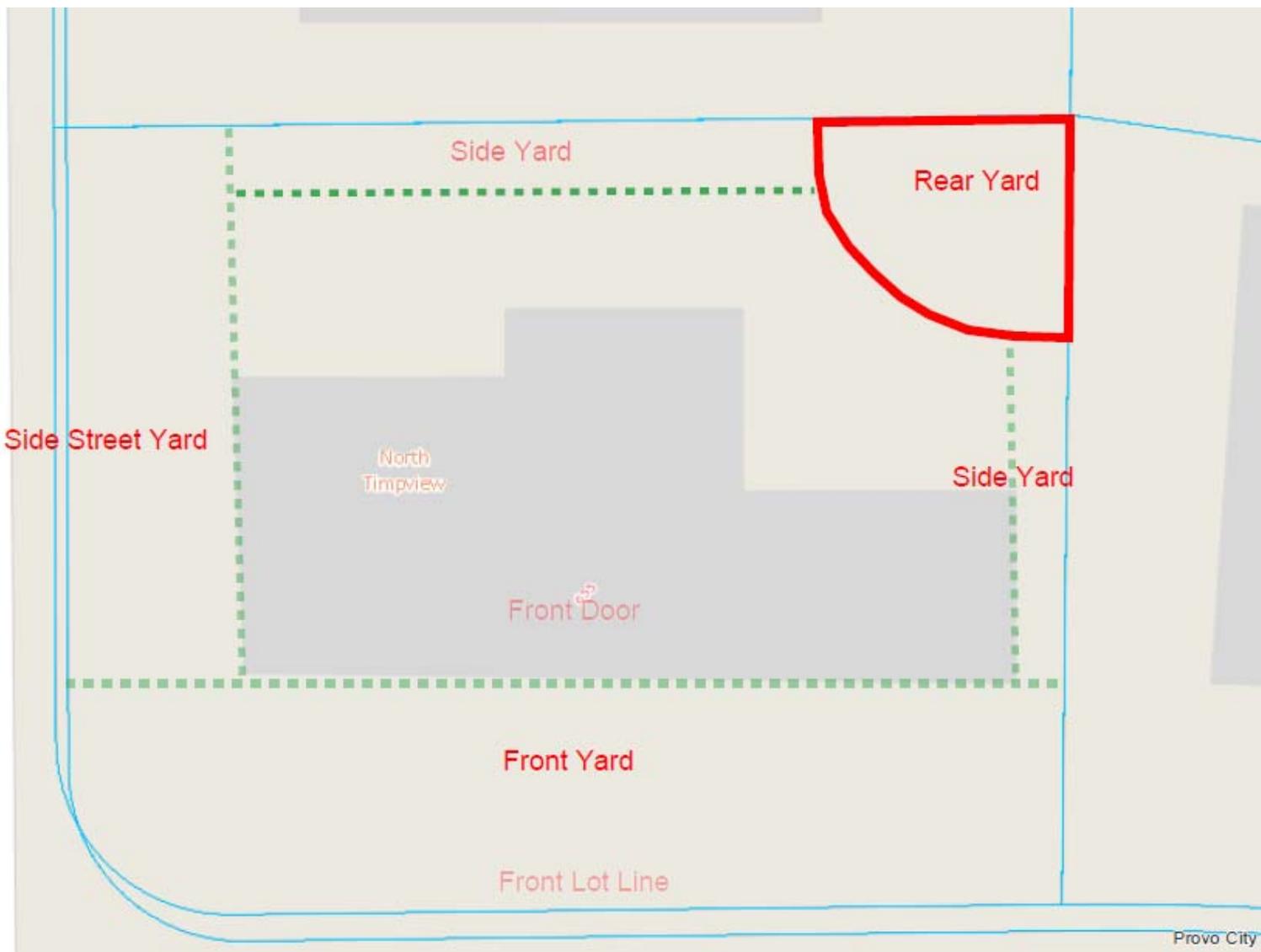


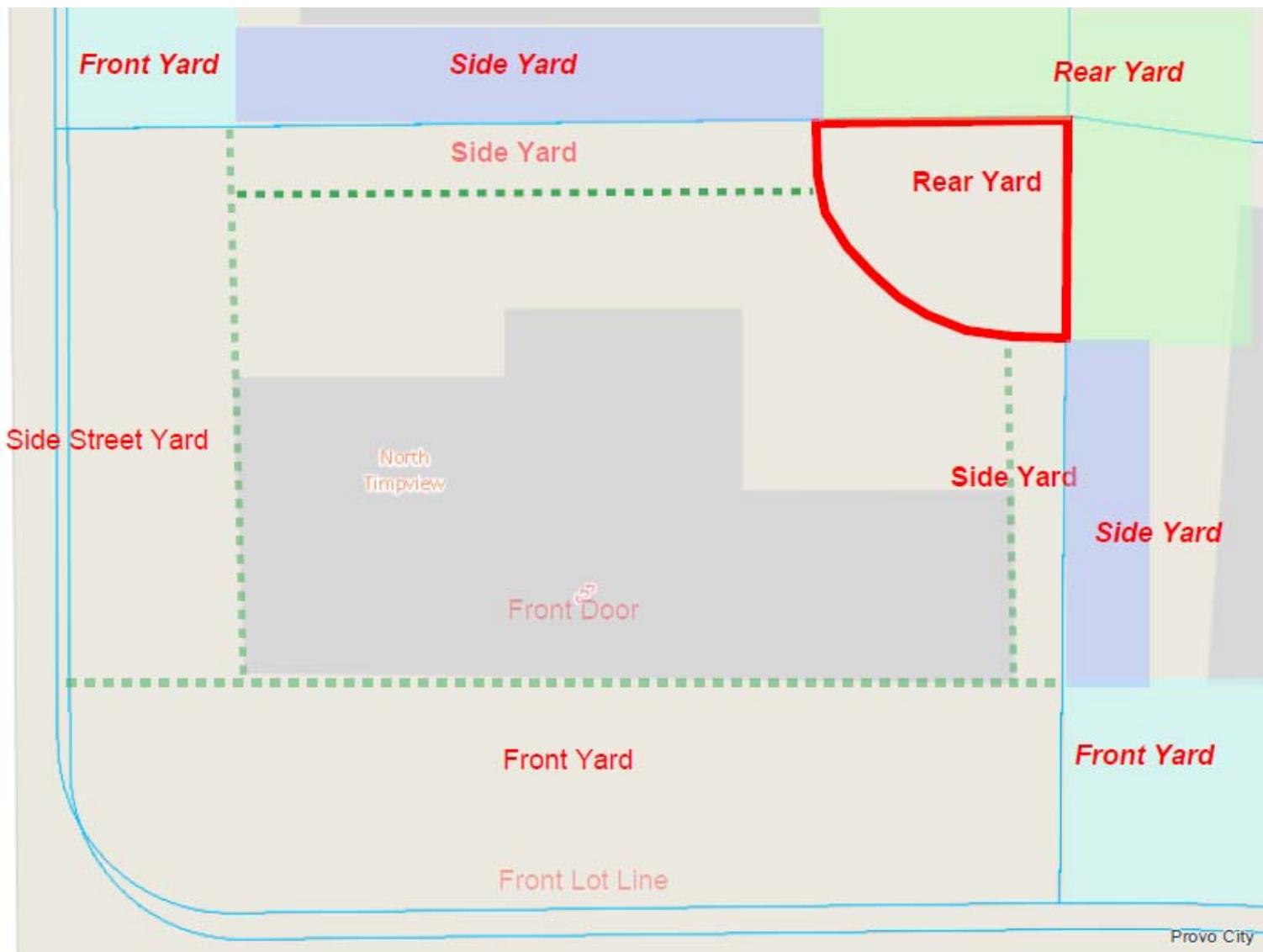


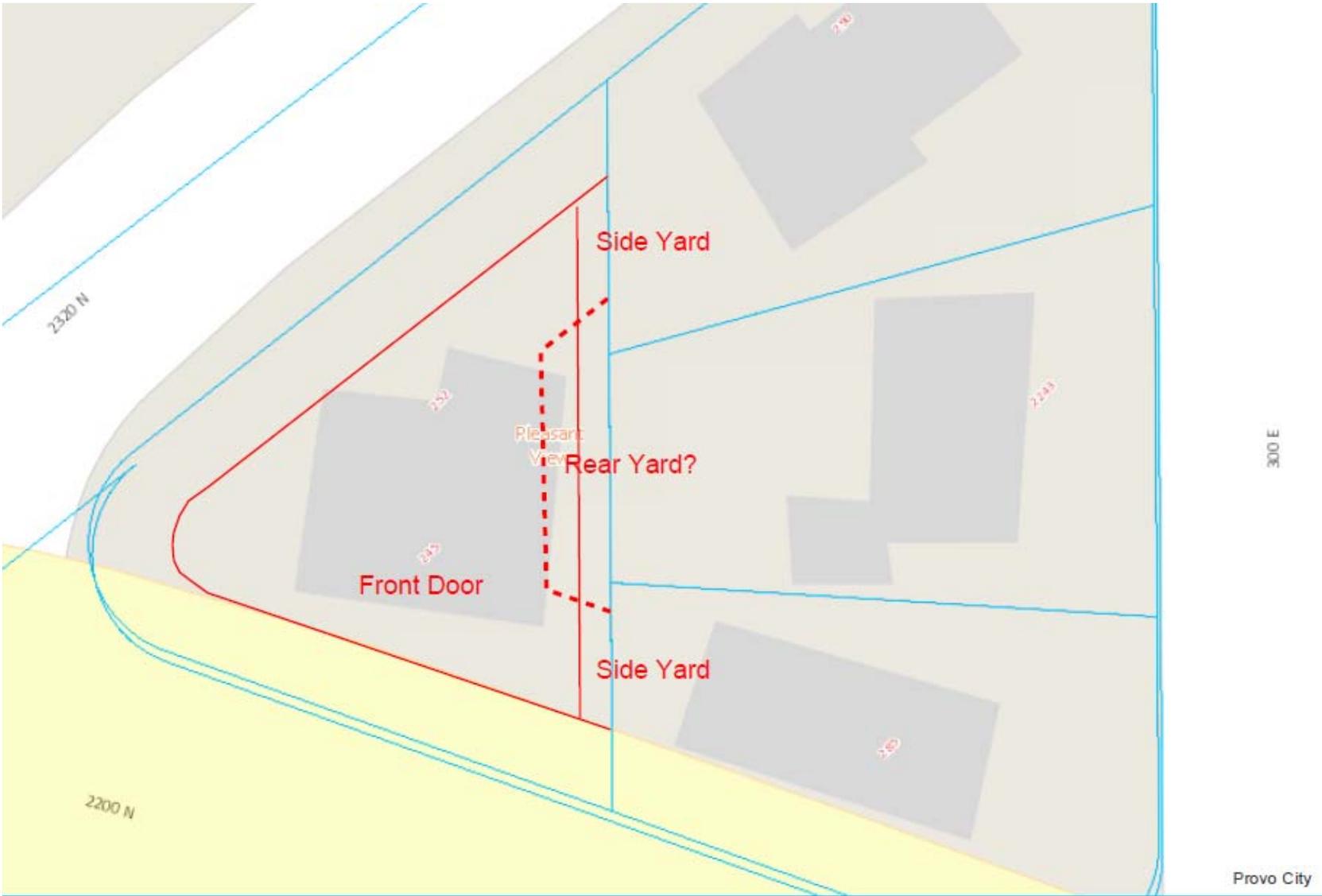












Lot Widths and Setbacks

Minimum Lot Widths

Front / Rear Yard Setbacks

Side Setbacks

Lot Widths and Setbacks

- Reasonable necessary lot widths verses excessive lot width requirements
- Examine the allowance for setback requirements in proportion to the lot width
- Examine an allowance for administrative discretion on setbacks in certain cases and situations
- Examine revision of entire single-family residential zone
- Resulting revisions to other sections

14.10.050. Lot Standards

- (1) Except as allowed under Section 14.34.xxx, Only one Single-family Dwelling may be placed on a lot or parcel of land.
- (2) Minimum lot standards for lots developed within standard Conventional and Variable Lot subdivisions are as follows.

Zone	Area (square feet)	Width (feet)	Frontage (feet)
R1.5	5,000	45*	45
R1.6	6,000	60 50 *	35 50
R1.7	7,000	70 60 *	35
R1.8	8,000	80 65 *	35
R1.9	9,000	90 70 *	35
R1.10	10,000	90 75 *	35
R1.12	12,000	80*	40
R1.15	15,000	95 90 *	50
R1.20	20,000	100*	60
R1.30	30,000	120*	80
R1.40	40,000	140*	100
Flag Lot	120% of Zone Requirement	See zone	See zone

* Corner Lots must have an additional 10 foot minimum width than required by the zoning, or a width of 75 feet, whichever is less.

- (3) In blocks with more than fifty percent (50%) of the buildable lots already developed, the minimum front yard requirement for new construction may be equal to the average of the front yards existing on said developed lots; provided, however, this regulation shall not be interpreted to require a front yard more restrictive than the underlying zone as measured along said block face, fronting on one (1) side of the street. (Am 1994-111)
- (4) For Planned Residential Developments, alternative standards may be established.
- (5) A lot created prior to the application of the zone (December 12, 1974), shall not be denied a building solely for reason on nonconformance with the listed Lot Standards.

14.10.070. Bulk Regulations - Secondary Building Area

(1) **Conventional and Variable Lot Subdivisions.** The following standards apply to the location of all buildings and structures within the secondary building area of a lot (all measurements in feet).

Zone	Minimum Setbacks			Maximum Lot Coverage	Maximum Building Height**	Minimum Building Separation
	Front	Rear	Side			
R1.5	No Closer than front of Principal Building	3**	3	40%	12	6
R1.6						
R1.7						
R1.8						
R1.9						
R1.10						
R1.12		5	5	35%	14	
R1.15						
R1.20						
R1.30						
R1.40						
Flag Lot						

* Maximum height allowance increases by one foot for every one foot increase in setback distance from minimum.

(2) **Planned Residential Developments.** As established with development approval.

14.10.080. Variations in Bulk Regulations.

The Community Development Director may allow variations in the bulk regulations as detailed in Sections 14.10.060 and 14.10.070, subject to the following:

- (1) The variation may not exceed 25 percent of the distance, height, or percentage otherwise required.
- (2) The variation may only be approved upon finding the following:
 - (a)
 - (b)
 - (c)
- (3) A written determination must be made and attached to any associated building permit and the property file.

14.10.030. Lot Area.

The minimum [area](#) of any [lot](#) or [parcel](#) of land in the R1 [zone](#) shall be as indicated by the subzone used in conjunction with the R1 [zone](#) designation. Subzones are designated by adding a suffix number to the R1 zoning symbol. Such suffix number shall be the minimum [lot area](#) for the subzone, stated in thousands of square feet. For example, a subzone of the R1 [zone](#) requiring [lots](#) or [parcels](#) to be a minimum of eight thousand (8,000) square feet would be designated on the zoning map as R1.8. The minimum [area](#) of any [lot](#) or [parcel](#) of land in the R1 [zone](#) shall be as indicated below for the subzone in which the [lot](#) or [parcel](#) is situated.

R1.5	five thousand (5,000) square feet
R1.6	six thousand (6,000) square feet
R1.7	seven thousand (7,000) square feet
R1.8	eight thousand (8,000) square feet
R1.9	nine thousand (9,000) square feet
R1.10	ten thousand (10,000) square feet
R1.15	fifteen thousand (15,000) square feet
R1.20	twenty thousand (20,000) square feet.

14.10.040. Lot Width.

(1) Each lot or parcel of land in the R1 zone, except corner lots, shall have an width of not less than the following for the subzone in which said lot or parcel of land is situated:

R1.5	forty-five (45) feet
R1.6	sixty (60) fifty (50) feet
R1.7	seventy (70) sixty (60) feet
R1.8	eighty (80) sixty-five (65) feet
R1.9	eighty-five (85) seventy (70) feet
R1.10	ninety (90) seventy-five (75) feet
R1.15	ninety-five (95) ninety (90) feet
R1.20	one hundred (100) feet

(2) Each [corner lot](#) or [parcel](#) in the R1 [zone](#) shall be ~~ten (10) feet wider than the minimum required for interior lots in the subzone in which it is located~~ have an additional 10 foot minimum width than required by the zoning, or a width of 75 feet, whichever is less.

14.10.045. Lot Depth.

Each lot or parcel of land in the R1 zone shall have a minimum lot depth as indicated below for the subzone in which the lot or parcel is situated:

R1.6	ninety (90) feet
R1.7	ninety (90) feet
R1.8	one hundred (100) feet
R1.9	one hundred (100) feet
R1.10	one hundred (100) feet
R1.15	one hundred (100) feet
R1.20	one hundred (100) feet

which will allow a buildable area depth of at least twenty-four (24) feet on the lot.

Flag Lots

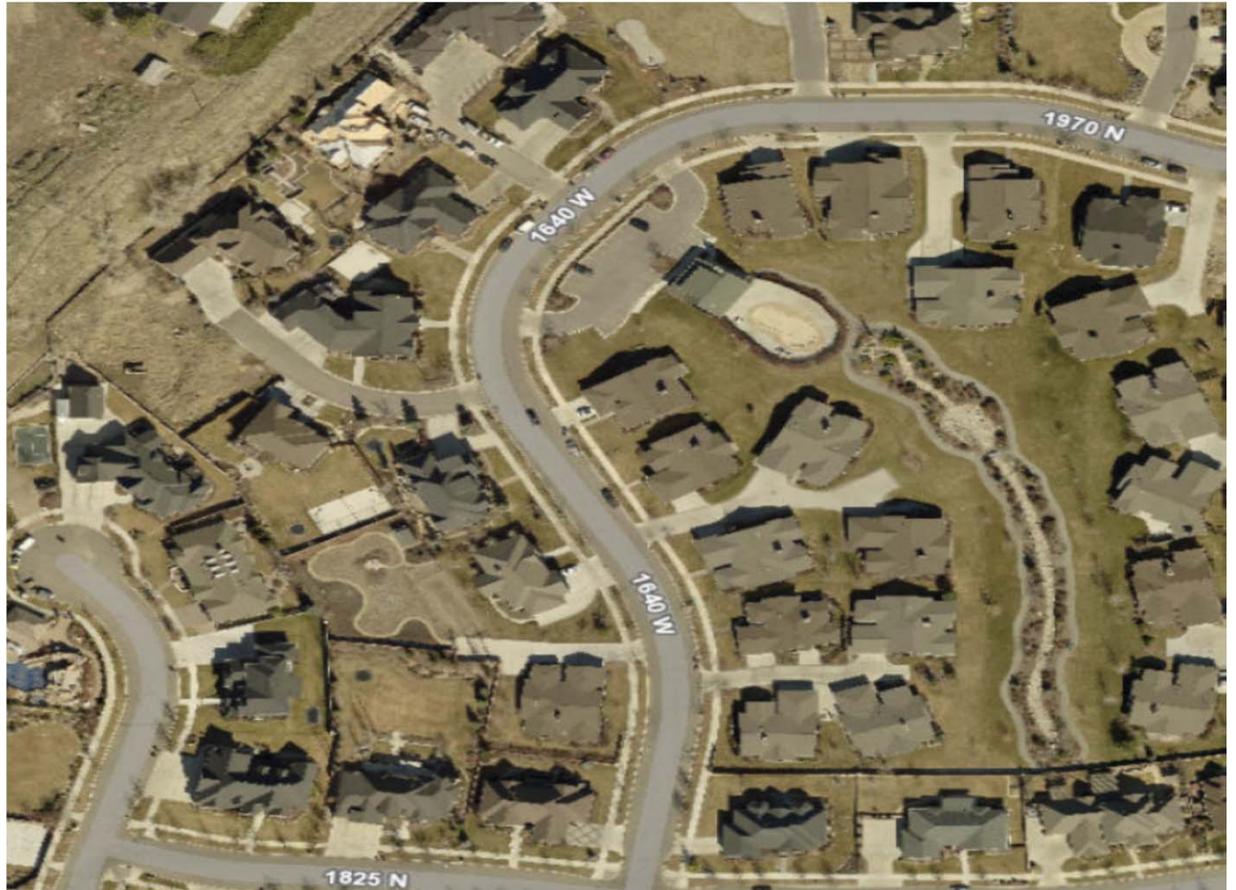
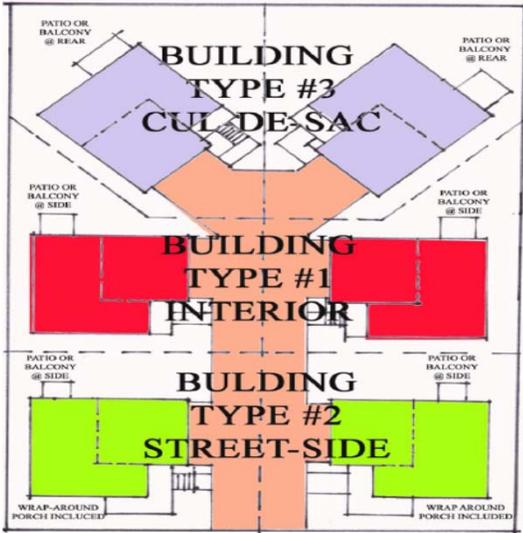
Uniform Setback

Additional Lot Area for Flag

Number of lots/units accessing driveways









Variable Lot Subdivisions

Minimum Area Requirement

Overall Density Allowance

Percentage of “Reduced” Lots

Mix Requirement

Subdivision Types

- Desire for a variety of subdivision types
- Conventional Lot Subdivisions
- Variable Lot Subdivisions
- Replacement of Open Space Subdivision Allowance
- PRD / PCD / PMD Concepts

15.04.040. Open Space Conventional Subdivisions.

The location of open space in open space subdivisions shall be consistent with policies contained in the General Plan, as interpreted by the Planning Commission, and with the requirements contained in this Chapter. The size of secondary conservation areas shall be determined as set forth in Section 15.04.050. Such areas may be used to buffer primary conservation areas from developable land.

—(1) Full density credit shall be allowed for secondary conservation areas that would be buildable under local, state and federal regulations but for the requirement to provide a secondary conservation area pursuant to Section 15.04.050. Such density credit may be applied to other unconstrained parts of an open space subdivision.

—(2) Yard areas within lots shall not be counted toward meeting the minimum open space requirement. The Planning Commission may consider applying all or a portion of primary conservation areas to meeting the open space requirements below provided that such primary conservation areas are enhanced and made usable for active or passive recreation. The majority of the lots within the subdivision should abut open space. (R&R 1999 34)

Conventional subdivisions are intended to provide for a consistent and uniform development pattern, and are based on the requirements for minimum area, width, and frontage dimensions found within the applicable zoning district under Title 14, Provo City Code, as well as the requirements of Chapter 15.03, General Development Standards.

15.04.050. Variable Lot Subdivisions

Variable lot subdivisions are intended to allow a variation in lot size, at generally the same density as would occur through a conventional subdivision. For variable lot subdivisions, the following standards apply:

- (1) Variable Lot Subdivisions are only allowed within the R1.8 through R1.40 zones.
- (2) A Variable Lot Subdivision shall consist of at least ten (10) lots and have a gross density of not more than as indicated in the following table:

Zone	R1.8	R1.9	R1.10	R1.15	R1.20
Units/Acre	3.80	3.40	3.10	2.20	1.70

- (3) The average lot size for the entire Variable Lot Subdivision shall be no less than the minimum lot size for a conventional subdivision within the same zoning district. However, up to thirty (30) percent of the lots within a Variable Lot Subdivision may have a lot size of no less than 90 percent of the minimum lot size otherwise required, as indicated in the following table:

Zone	R1.8	R1.9	R1.10	R1.15	R1.20	R1.30	R1.40
Minimum Lot Size	7,200	8,100	9,000	13,500	18,000	27,000	36,000

- (4) No two lots having less than the standard minimum lot size may adjoin one another, except for a distance of no more than 40 feet along a common rear property line, however, there is no restriction to lots on the opposite side of a street.
- (5) Minimum lot widths, depths and frontages, are as listed in Title 14, Provo City Code, for the applicable zone.
- (6) Building setbacks and other building regulations are as listed in Title 14, Provo City Code, for the applicable zone.
- (7) No new lots may be created within a Variable Lot Subdivision, nor modifications made to lots within an approved Variable Lot Subdivision, without meeting the average lot size, minimum lot size, and mixture of lot size requirements for the entire subdivision.

Fencing

Clear Vision Area

General Setback Requirement

Solid Fencing along Arterials / Collectors

Fencing

- Existing Conditions / Allowances
- Current Concerns
 - Clear Vision Areas next to driveways
 - Sidewalk encroachment
 - Streetscape
- Solutions
- Effect on Existing Areas
- Enforcement

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SubSection

Category 999 Legal Notices

Ad Key 75122-1

Keywords 75122-NOTICE OF PUBLIC HEARING

Notes

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Amount Due 23.38

Start/End Dates 08/01/2016 - 08/01/2016

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Ad Proof **NOTICE OF PUBLIC HEARING BEFORE THE MUNICIPAL COUNCIL**

Notice is hereby given that the Municipal Council of Provo, Utah will hold a public hearing on these items on Tuesday, August 16, 2016 beginning at 5:30 p.m. in the Council Chambers located at the Provo City Center Building, 351 West Center Street. Anyone interested is invited to attend.

Provo City Community Development Department requests an Ordinance Amendment to Section 14.06.020 Definitions and Section 14.10 One-Family Residential, regarding yard definitions and required widths and setbacks for corner lots. City-Wide Impact. 16-0008OA Legal Notice 75122 Published in The Daily Herald August 1, 2016

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