PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Agenda

5:30 PM, Tuesday, March 10, 2020
Room 200, Municipal Council Chambers
351 W. Center Street, Provo, UT 84601

Decorum

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

Opening Ceremony

Roll Call

Prayer

Pledge of Allegiance

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.

Redevelopment Agency of Provo

Consent Agenda

- A resolution authorizing the Redevelopment Agency of Provo City to enter into an interlocal agreement with Provo School District for the Provo Medical School Community Reinvestment Project Area . (20-056)

- A resolution authorizing the Redevelopment Agency Of Provo City to enter into an interlocal agreement with Central Utah Water Conservancy District for The Provo Medical School Community Reinvestment Project Area. (20-055)

- A resolution authorizing the Redevelopment Agency of Provo City to enter into an interlocal agreement with Provo City for The Provo Medical School Community Reinvestment Project Area. (20-051)

- A resolution authorizing the Redevelopment Agency of Provo City to enter into an interlocal agreement with Utah County for The Provo Medical School Community Reinvestment Project Area. (20-054)

Action Agenda

- A resolution of the Redevelopment Agency of Provo City Approving adopting the Project Area Plan for The Mix Community Reinvestment Project Area.(20-052)

- A resolution Redevelopment Agency of Provo City approving and adopting The Community Reinvestment Project Area Budget for The Mix Community Reinvestment Project Area. (20-053)

Action Agenda

7. A resolution appointing individuals to The Metropolitan Water Board Of Provo. (20-003)

8. An ordinance approving various amendments to Provo City Code Title 14 for consistency and stylistic purposes. Citywide application. (PLOTA20200042)

9. An ordinance amending Provo City Code Section 15.08.060 (Impact Fee Calculations). Citywide application. (PLOTA20200042)

10. A resolution authorizing Provo City to enter into an interlocal agreement with the Redevelopment Agency Of Provo City for The Provo Medical School Community Reinvestment Project Area.(20-051)

11. An ordinance amending Provo City Code relating to Section 18.03.040 and the Drainage Manual. Citywide Application. (20-050)

12. An ordinance of Provo City Adopting the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area. (20-052)

13. An ordinance amending Provo City Code Relating to the Professional Office (PO) Zone to allow private educational services as a conditional use. Citywide application. (PLOTA20200047)

14. An ordinance amending the Provo City General Plan relating to The Transportation Master Plan. Citywide Application. (PLGPA20200038)

15. ***CONTINUED*** Comm. & Nbhd. Services Dept. requests ord. amend. to City Code 15.20.090--Parking Lot Landscaping. Request seeks to increase the min. canopy coverage & landscaping arrangement within new parking areas. Citywide appl. (PLOTA20190433)

16. ***CONTINUED*** The Community and Neighborhood Services Department requests various Code Amendments to Titles 14 and 15 to allow for driveway and parking lot surfaces that are more permeable. Citywide application. (PLOTA20190411)

Adjournment

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

Materials and Agenda: agendas.provo.org
Council meetings are broadcast live and available later on demand at youtube.com/user/ProvoCityCouncil
To send comments to the Council or weigh in on current issues, visit OpenCityHall.provo.org.

The next scheduled Council Meeting will be held on 3/31/2020 5:30:00 PM in the Council Chambers, 351 West Center Street, Provo, unless otherwise noticed. The Work Meeting start time is to be determined (typically between 12:00 and 4:00 PM) and will be noticed at least 24 hours prior to the meeting.

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

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative 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 evanderwerken@provo.org 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. Council meetings are broadcast live and available for on demand viewing at youtube.com/user/ProvoCityCouncil.

Notice of Telephonic Communications

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

Notice of Compliance with Public Noticing Regulations

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

Network for public internet access: *Provo Guest,* password: *provoguest*

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo School District. (20-056)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: Provo City and the Redevelopment Agency have previously approved the sale of 3 holes at the Provo Municipal Golf Course to a developer building a medical school and associated housing. Provo also agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing in order to help meet the infrastructure obligations of the proposed development. This is not related to the balance of the medical school development or a reimbursement for the developer paying to relocate the 3 golf holes.

The proposed interlocal agreements allow for the Redevelopment Agency to capture a portion of the increase in tax revenues associated with the construction of the housing units. The City will use these revenues to pay for enhancements to the golf course and to reimburse the developer for certain sewer improvements needed for the construction of the housing units.

FISCAL IMPACT: $6,771,431 over the 15-year period

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Pursue economic development initiatives.
Job Creation and Diversification.
Provide Housing Opportunities.

CITYVIEW OR ISSUE FILE NUMBER: 20-056

Provo City *(Redevelopment)*

Staff Memorandum

Medical School

February 4, 2020

Department Head Bill Peperone 852-6402 **Presenter** David Walter 852-6167 **Required Time for Presentation** 15 Minutes **Is This Time Sensitive** No **Case File # (if applicable)** Not applicable	**Purpose of Proposal** • 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 **Action Requested** • 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 **Relevant City Policies** • Pursue economic development initiatives • Job Creation and Diversification • Provide Housing Opportunities **Budget Impact** • Staff is estimating a sum of $6,771,431 from the 15-year tax increment stream **Description of this item** • Previously, the City Council approved the sale of 3 holes at the Provo Municipal Golf Course to a developer who has committed to bringing a for profit medical school and associated housing to the southern end of Provo. The developer agreed to work with the Parks and

	Recreation department to design replacements holes for the three holes that are being transferred. The developer agreed to pay for those relocations. As part of the discussions, the City agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing and not for the balance of the medical school development. ● The tax increment area that is being proposed is to assist the developer of the housing in the area meet some of the infrastructure obligations that come with the proposed development. It is not to pay the developer back for the relocation of the three golf course holes. The developer is currently working cooperatively with the Parks and Recreation department to pay for the relocation of the holes. It is important to reiterate that the tax increment will not be used to pay for those improvements. ● 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 housing construction and use it to help pay for the construction of the sewer improvements for the Medical School project and to pay for the proposed enhancements for the golf course. ● 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.
Attachments	**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**

REDEVELOPMENT AGENCY OF PROVO CITY

RESOLUTION 2020-RDA.

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PROVO SCHOOL DISTRICT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA (20-056)

WHEREAS, the Redevelopment Agency of Provo City (the "Agency") and PROVO SCHOOL DISTRICT (the "District") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the Agreement provides that the District consents to the Agency receiving certain property tax increment from a portion of the Provo Medical School Community Reinvestment Project Area (the "Project Area") attributable to the District's tax levy and that such tax increment be used to fund the Project Area and the Provo Medical School Community Reinvestment Project Area Plan (the "Plan"); and

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

WHEREAS, on March 10, 2020, the Governing Board of the Agency met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Board's consideration; and

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

WHEREAS, after considering the facts presented to the Governing Board, the Board finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive Officer, or her designee, should be authorized to execute the Agreement; and (iii) said Agreement reasonably furthers the health, safety and general welfare of the citizens of Provo.

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

PART I:

1. The Interlocal Agreement between the Agency and the District attached here to as Exhibit 1 is hereby approved and the Chief Executive Officer, or her 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 Agency 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 Agency 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 FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and **PROVO SCHOOL DISTRICT**, a political subdivision of the State of Utah (the "**District**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as

amended (the "**Cooperation Act**").

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

1. Tax Increment.

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to 70 percent (70%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "Agency Share") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "Project Area Funds Collection Period"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $1,681,946 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. Authorized Uses of Tax Increment and Incentive. The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any

other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

_____

_____, Chairperson

ATTEST:

_____

_____, Secretary

Attorney Review for the Agency:

The undersigned, as 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.

_____

Adam S. Long

[signatures continue on next page]

PROVO SCHOOL DISTRICT

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

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

_____
Name:

INTERLOCAL AGREEMENT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and _____, a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

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H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to 70 percent (70%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "**Agency Share**") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "**Project Area Funds Collection Period**"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $_4,772,165_ (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to

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the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

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f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

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a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

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REDEVELOPMENT AGENCY OF PROVO CITY

_____
_____, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:
The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

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PROVO SCHOOL DISTRICT

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

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

_____
Name:

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PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and the Central Utah Water Conservancy District. (20-055)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: Provo City and the Redevelopment Agency have previously approved the sale of 3 holes at the Provo Municipal Golf Course to a developer building a medical school and associated housing. Provo also agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing in order to help meet the infrastructure obligations of the proposed development. This is not related to the balance of the medical school development or a reimbursement for the developer paying to relocate the 3 golf holes.

The proposed interlocal agreements allow for the Redevelopment Agency to capture a portion of the increase in tax revenues associated with the construction of the housing units. The City will use these revenues to pay for enhancements to the golf course and to reimburse the developer for certain sewer improvements needed for the construction of the housing units.

FISCAL IMPACT: $6,771,431 over the 15-year period

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Pursue economic development initiatives.
Job Creation and Diversification.
Provide Housing Opportunities.

CITYVIEW OR ISSUE FILE NUMBER: 20-055

Provo City *(Redevelopment)*

Staff Memorandum

Medical School

February 4, 2020

Department Head Bill Peperone 852-6402 **Presenter** David Walter 852-6167 **Required Time for Presentation** 15 Minutes **Is This Time Sensitive** No **Case File # (if applicable)** Not applicable	**Purpose of Proposal** • 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 **Action Requested** • 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 **Relevant City Policies** • Pursue economic development initiatives • Job Creation and Diversification • Provide Housing Opportunities **Budget Impact** • Staff is estimating a sum of $6,771,431 from the 15-year tax increment stream **Description of this item** • Previously, the City Council approved the sale of 3 holes at the Provo Municipal Golf Course to a developer who has committed to bringing a for profit medical school and associated housing to the southern end of Provo. The developer agreed to work with the Parks and

	Recreation department to design replacements holes for the three holes that are being transferred. The developer agreed to pay for those relocations. As part of the discussions, the City agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing and not for the balance of the medical school development. ● The tax increment area that is being proposed is to assist the developer of the housing in the area meet some of the infrastructure obligations that come with the proposed development. It is not to pay the developer back for the relocation of the three golf course holes. The developer is currently working cooperatively with the Parks and Recreation department to pay for the relocation of the holes. It is important to reiterate that the tax increment will not be used to pay for those improvements. ● 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 housing construction and use it to help pay for the construction of the sewer improvements for the Medical School project and to pay for the proposed enhancements for the golf course. ● 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.
Attachments	**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**

REDEVELOPMENT AGENCY OF PROVO CITY
RESOLUTION 2020-RDA.

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA (20-055)

WHEREAS, the Redevelopment Agency of Provo City (the "Agency") and CENTRAL UTAH WATER CONSERVANCY DISTRICT (the "Taxing Entity") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the Agreement provides that the Taxing Entity consents to the Agency receiving certain property tax increment from a portion of the Provo Medical School Community Reinvestment Project Area (the "Project Area") attributable to the Taxing Entity's tax levy and that such tax increment be used to fund the Project Area and the Provo Medical School Community Reinvestment Project Area Plan (the "Plan"); and

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

WHEREAS, on March 10, 2020, the Governing Board of the Agency met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Board's consideration; and

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

WHEREAS, after considering the facts presented to the Governing Board, the Board finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive Officer, or her designee, should be authorized to execute the Agreement; and (iii) said Agreement reasonably furthers the health, safety and general welfare of the citizens of Provo.

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

PART I:

1. The Interlocal Agreement between the Agency and the Taxing Entity attached here to as Exhibit 1 is hereby approved and the Chief Executive Officer, or her 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 Agency 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 Agency 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 FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

H. WHEREAS the provisions of applicable Utah State law shall govern this

Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. Tax Increment.

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to 70 percent (70%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "Agency Share") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "Project Area Funds Collection Period"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $247,901 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. Authorized Uses of Tax Increment and Incentive. The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the

project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated

by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

_____

_____, Chairperson

ATTEST:

_____

_____, Secretary

Attorney Review for the Agency:

The undersigned, as 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.

_____

Adam S. Long

[signatures continue on next page]

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

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

_____
Name:

INTERLOCAL AGREEMENT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

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H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to 70 percent (70%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "**Agency Share**") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "**Project Area Funds Collection Period**"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $354,614 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to

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the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

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f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

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a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

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REDEVELOPMENT AGENCY OF PROVO CITY

_____
_____, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:
The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

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CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

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

_____
Name:

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PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: DWALTER
Department: Development Services
Requested Meeting Date: 01-01-2018

SUBJECT: Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City. (20-051)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: Provo City and the Redevelopment Agency have previously approved the sale of 3 holes at the Provo Municipal Golf Course to a developer building a medical school and associated housing. Provo also agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing in order to help meet the infrastructure obligations of the proposed development. This is not related to the balance of the medical school development or a reimbursement for the developer paying to relocate the 3 golf holes.

The proposed interlocal agreements allow for the Redevelopment Agency to capture a portion of the increase in tax revenues associated with the construction of the housing units. The City will use these revenues to pay for enhancements to the golf course and to reimburse the developer for certain sewer improvements needed for the construction of the housing units.

FISCAL IMPACT: $6,771,431 over the 15-year period

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Pursue economic development initiatives
Job Creation and Diversification
Provide Housing Opportunities

CITYVIEW OR ISSUE FILE NUMBER: 20-051

Provo City *(Redevelopment)*

Staff Memorandum

Medical School

February 4, 2020

Department Head Bill Peperone 852-6402 **Presenter** David Walter 852-6167 **Required Time for Presentation** 15 Minutes **Is This Time Sensitive** No **Case File # (if applicable)** Not applicable	**Purpose of Proposal** • 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 **Action Requested** • 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 **Relevant City Policies** • Pursue economic development initiatives • Job Creation and Diversification • Provide Housing Opportunities **Budget Impact** • Staff is estimating a sum of $6,771,431 from the 15-year tax increment stream **Description of this item** • Previously, the City Council approved the sale of 3 holes at the Provo Municipal Golf Course to a developer who has committed to bringing a for profit medical school and associated housing to the southern end of Provo. The developer agreed to work with the Parks and

	Recreation department to design replacements holes for the three holes that are being transferred. The developer agreed to pay for those relocations. As part of the discussions, the City agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing and not for the balance of the medical school development. ● The tax increment area that is being proposed is to assist the developer of the housing in the area meet some of the infrastructure obligations that come with the proposed development. It is not to pay the developer back for the relocation of the three golf course holes. The developer is currently working cooperatively with the Parks and Recreation department to pay for the relocation of the holes. It is important to reiterate that the tax increment will not be used to pay for those improvements. ● 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 housing construction and use it to help pay for the construction of the sewer improvements for the Medical School project and to pay for the proposed enhancements for the golf course. ● 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.
Attachments	**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**

REDEVELOPMENT AGENCY OF PROVO CITY
RESOLUTION 2020-.RDA

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PROVO CITY FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA (20-051)

WHEREAS, the Redevelopment Agency of Provo City (the "Agency") and Provo City (the "City") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the Agreement provides that the City consents to the Agency receiving certain property tax increment from a portion of the Provo Medical School Community Reinvestment Project Area (the "Project Area") attributable to the City's tax levy and that such tax increment be used to fund the Project Area and the Provo Medical School Community Reinvestment Project Area Plan (the "Plan"); and

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

WHEREAS, on March 10, 2020, the Governing Board of the Agency met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Board's consideration; and

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

WHEREAS, after considering the facts presented to the Governing Board, the Board finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive Officer, or her designee, should be authorized to execute the Agreement; and (iii) said Agreement reasonably furthers the health, safety and general welfare of the citizens of Provo.

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

PART I:

1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit 1 is hereby approved and the Chief Executive Officer, or her 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 Agency 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 Agency 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 FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and PROVO CITY, a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as

amended (the "**Cooperation Act**").

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

1. Tax Increment.

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to SEVENTY-FIVE percent (75%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "Agency Share") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "Project Area Funds Collection Period"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $1,253,669 (the "Maximum Amount").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. Authorized Uses of Tax Increment and Incentive. The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any

other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

_____
Michelle Kaufusi, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:

The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

PROVO CITY

By: _____
Michelle Kaufusi
Mayor

ATTEST:

By:

_____

Name:
Title:

Attorney Review for the Taxing Entity:
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.

_____
Name:

INTERLOCAL AGREEMENT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and PROVO CITY, a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

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H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to SEVENTY-FIVE percent (75%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "**Agency Share**") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "**Project Area Funds Collection Period**"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $1,497,589 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to

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the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

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f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

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a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

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REDEVELOPMENT AGENCY OF PROVO CITY

_____
Michelle Kaufusi, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:
The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

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PROVO CITY

By: _____
Michelle Kaufusi
Mayor

ATTEST:

By: _____
Name:
Title:

Attorney Review for the Taxing Entity:
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.

_____
Name:

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PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Utah County. (20-054)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: Provo City and the Redevelopment Agency have previously approved the sale of 3 holes at the Provo Municipal Golf Course to a developer building a medical school and associated housing. Provo also agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing in order to help meet the infrastructure obligations of the proposed development. This is not related to the balance of the medical school development or a reimbursement for the developer paying to relocate the 3 golf holes.

The proposed interlocal agreements allow for the Redevelopment Agency to capture a portion of the increase in tax revenues associated with the construction of the housing units. The City will use these revenues to pay for enhancements to the golf course and to reimburse the developer for certain sewer improvements needed for the construction of the housing units.

FISCAL IMPACT: $6,771,431 over the 15-year period

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Pursue economic development initiatives
Job Creation and Diversification
Provide Housing Opportunities

CITYVIEW OR ISSUE FILE NUMBER: 20-054

Provo City *(Redevelopment)*

Staff Memorandum

Medical School

February 4, 2020

Department Head Bill Peperone 852-6402 **Presenter** David Walter 852-6167 **Required Time for Presentation** 15 Minutes **Is This Time Sensitive** No **Case File # (if applicable)** Not applicable	**Purpose of Proposal** • 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 **Action Requested** • 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 **Relevant City Policies** • Pursue economic development initiatives • Job Creation and Diversification • Provide Housing Opportunities **Budget Impact** • Staff is estimating a sum of $6,771,431 from the 15-year tax increment stream **Description of this item** • Previously, the City Council approved the sale of 3 holes at the Provo Municipal Golf Course to a developer who has committed to bringing a for profit medical school and associated housing to the southern end of Provo. The developer agreed to work with the Parks and

	Recreation department to design replacements holes for the three holes that are being transferred. The developer agreed to pay for those relocations. As part of the discussions, the City agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing and not for the balance of the medical school development. ● The tax increment area that is being proposed is to assist the developer of the housing in the area meet some of the infrastructure obligations that come with the proposed development. It is not to pay the developer back for the relocation of the three golf course holes. The developer is currently working cooperatively with the Parks and Recreation department to pay for the relocation of the holes. It is important to reiterate that the tax increment will not be used to pay for those improvements. ● 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 housing construction and use it to help pay for the construction of the sewer improvements for the Medical School project and to pay for the proposed enhancements for the golf course. ● 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.
Attachments	**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**

REDEVELOPMENT AGENCY OF PROVO CITY
RESOLUTION 2020-.RDA

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH UTAH COUNTY FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA (20-054)

WHEREAS, the Redevelopment Agency of Provo City (the "Agency") and Utah County (the "County") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the Agreement provides that the County consents to the Agency receiving certain property tax increment from a portion of the Provo Medical School Community Reinvestment Project Area (the "Project Area") attributable to the County's tax levy and that such tax increment be used to fund the Project Area and the Provo Medical School Community Reinvestment Project Area Plan (the "Plan"); and

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

WHEREAS, on March 10, 2020, the Governing Board of the Agency met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Board's consideration; and

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

WHEREAS, after considering the facts presented to the Governing Board, the Board finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive Officer, or her designee, should be authorized to execute the Agreement; and (iii) said Agreement reasonably furthers the health, safety and general welfare of the citizens of Provo.

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

PART I:

1. The Interlocal Agreement between the Agency and the County attached here to as Exhibit 1 is hereby approved and the Chief Executive Officer, or her 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 Agency 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 Agency 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 FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and UTAH COUNTY a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as

amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to 50 percent (50%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "**Agency Share**") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "**Project Area Funds Collection Period**"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $324,042 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any

other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

_____

_____, Chairperson

ATTEST:

_____

_____, Secretary

Attorney Review for the Agency:

The undersigned, as 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.

_____

Adam S. Long

[signatures continue on next page]

UTAH COUNTY

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

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

_____
Name:

INTERLOCAL AGREEMENT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and UTAH COUNTY a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

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H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to 50 percent (50%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "**Agency Share**") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "**Project Area Funds Collection Period**"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $354,614 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to

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the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

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f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

DRAFT

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

DRAFT

REDEVELOPMENT AGENCY OF PROVO CITY

_____
_____, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:
The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

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UTAH COUNTY

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

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

_____
Name:

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PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: DWALTER
Department: Development Services
Requested Meeting Date: 03-10-2020

SUBJECT: A public hearing on a resolution approving and adopting the Project Area Plan for the Mix Community Reinvestment Project Area. (20-052)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: The new owners of the former Plumtree Plaza on University Parkway (now known as The MIX) plan to demolish and rebuild the portions of the area they own in order to reestablish and revitalize the center. They have requested help with the construction of the sewer upgrades required for the project.

The Redevelopment Agency (RDA) has requested an estimated $7.92 million in property tax revenues that will be generated by development within the Project Area to fund a portion of project costs within the Project Area. These property tax revenues will be used for the following: mandatory housing allocation as required by statute, payment and reimbursement of infrastructure costs, incentives to developers, RDA administrative expenses, taxing entity mitigation payments, and other expenditures as authorized by law.

These property taxes will be levied by the following governmental entities, and, assuming current tax rates, each will pay the RDA as follows:
Provo City - $1,253,669
Utah County - $ $324,042
Provo School District - $1,681,946
Central Utah Water Conservancy District - $ $247,901
All of the property taxes to be paid to the RDA will be generated only if the Project Area is developed.

It is important to note approval of this resolution does not commit the Agency or any taxing entities future tax increment to a project. Commitment of tax increment would require the affected taxing entities to enter into voluntary agreements with the Agency.

A copy of the Project Area Budget is available at the Redevelopment Agency offices in the Provo City Center building.

FISCAL IMPACT: $3.34 million in property tax revenues over the 12-year period.

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 30 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Business and Economic Vitality
Support Economic Development

CITYVIEW OR ISSUE FILE NUMBER: 20-052

Provo City *(Redevelopment Agency)*

Staff Memorandum

The MIX Community Renewal Project Area Public Hearing

February 19, 2020

Department Head Bill Peperone 6402 **Presenter** David Walter 6167 **Required Time for Presentation** 30 Minutes **Is This Time Sensitive** No **Case File # (if applicable)**	Purpose of Proposal • A Resolution to Adopt the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area • A Resolution to Approve and Adopt the Community Reinvestment Project Area Budget for The Mix Community Reinvestment Project Area • An Ordinance of Provo City Adopting the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area Action Requested • Adopt both Resolutions Relevant City Policies • Business and Economic Vitality • Support Economic Development Budget Impact • Description of this item • Plumtree Plaza has been a property in trouble for some time now. Located on a highly traveled corridor between Orem and Provo, its position makes it attractive for retail but that same position also makes it problematic for retail. The center has difficult ingress and egress and

	the layout and structures are showing their age. As retail transitions, older spaces developed to an earlier standard require more resources to try and bring them to a more productive reuse. ● Recently, Plumtree Plaza has changed owners and the new owners, recognizing the need to reinvest in the center and the opportunity to address ingress and egress issues with the Bus Rapid Transit system design, have approached Provo City Redevelopment to discuss the center's overhaul and potential rebranding. The new owners feel that focusing solely on retail is not a winning strategy for the center and are looking to add hospitality (hotel), and residential elements to the center. They do believe retail uses will still have a place in the new center but those uses will be a supporting role and not the driving force behind the rehabilitation of the complex. ● The new owners plan to completely demolish the portions of the center they own and begin to reestablish the center. They have requested help with the construction of the sewer upgrades required for the project. It is important to note approval of this resolution does not commit the Agency or any taxing entities future tax increment to a project. Commitment of tax increment would require the affected taxing entities to enter into voluntary agreements with the Agency. ● Property tax revenue resulting from an increase in valuation of property within the project area or proposed project area will be paid to the agency for project area development rather than to the taxing entity to which the tax revenue would otherwise have been paid if one or more taxing entities agree to share property tax revenue under an interlocal agreement and the adopted Project Area Plan provides for the agency to receive tax increment. The Agency has requested an estimated $7.92 million in property tax revenues that will be generated by development within the Project Area to fund a portion of project costs within the Project Area. These property tax revenues will be used for the following: mandatory housing allocation as required by statute, payment and reimbursement of infrastructure costs, incentives to developers, Agency administrative expenses, taxing entity mitigation payments, and other expenditures as authorized by law. These property taxes will be taxes levied by the following governmental entities, and, assuming current tax rates, the taxes paid to the agency for this project area from each taxing entity will be as

	follows: Provo City - $1,253,669, Utah County - $ $324,042, Provo School District - $1,681,946, Central Utah Water Conservancy District - $ $247,901. All of the property taxes to be paid to the Agency for the development in the Project Area are taxes that will be generated only if the Project Area is developed. All concerned citizens are invited to attend the project area budget hearing as noted above. A copy of the Project Area Budget is available at the Agency offices as described below. Any person objecting to the proposed Plan or Budget or contesting the regularity of any of the proceedings to adopt the Plan or Budget may submit comments prior to the hearing and may appear before the board at the hearing to show cause why the either should not be adopted. The Plan and Budget have been available for inspection at the City Recorder offices located at 351 W. Center Street, Provo, Utah during regular business hours. Attachments: Resolution Resolution Ordinance Draft Plan Draft Budget

REDEVELOPMENT AGENCY OF PROVO CITY

RESOLUTION 2020-RDA

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF PROVO CITY APPROVING AND ADOPTING THE PROJECT AREA PLAN FOR THE MIX COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "**Act**"), specifically Utah Code Annotated ("**UCA**") § 17C-5, the Redevelopment Agency of Provo City (the "**Agency**") adopted a resolution designating certain areas for study for potential project area development and calling for the preparation of project area plans and budgets, as appropriate; and

WHEREAS, the draft Project Area Plan (the "**Draft Plan**"), having been prepared for the Mix Community Reinvestment Project Area (the "**Project Area**") pursuant to UCA § 17C-5-105, the Agency held, on March 10, 2020, a duly noticed public hearing pursuant to UCA § 17C-5-104 to allow public comment on the Draft Plan and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Draft Plan; and

WHEREAS, having received and heard all commentary on and objections, orally and in writing, to the Draft Plan submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Draft Plan as it deems appropriate, if any; and

WHEREAS, the Agency has made relevant findings concerning the amount of opposition to the Draft Plan by owners of real property within the Project Area.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF PROVO CITY AS FOLLOWS:

1. Legal Description.

The boundaries of the Project Area are described in the Project Area Plan, attached hereto as **Exhibit A**.

2. The Agency's Purposes and Intent with Respect to the Project Area.

The purposes and intent of the Agency with respect to the Project Area are as follows:

2.1. To satisfy the purposes of the Act, as defined therein, by promoting, creating, and/or retaining jobs through the planning, design, development, construction, rehabilitation, or business relocation within the Project Area, as well as the provision of office, industrial, manufacturing, warehousing, distribution, parking, public, housing, or other facilities, or other improvements that benefit the state or a community;

2.2. to increase the City's tax base as well as its supply of residential and/or commercial space so as to improve both opportunity and quality of life for all of its citizens;

2.3. to promote, encourage, and bring to fruition, the development within the Project Area of development projects that are desirable to the City;

2.4. to stimulate the economy within the Project Area and in the surrounding area;

2.5. to provide for the installation of needed infrastructure, if and as necessary, for development within the Project Area;

2.6. to take any or all additional steps which may be appropriate or necessary to promote or further the aim of improving the Project Area (and, indirectly, of surrounding areas).

3. Designation, Adoption, and Incorporation of the Plan.

The Draft Plan for the Mix Community Reinvestment Project Area (attached as **Exhibit A**) is hereby designated the *Official Plan for the Mix Community Reinvestment Project Area* (the "**Official Plan**"), and is incorporated herein by this reference.

The Agency hereby officially approves and adopts the Official Plan for the Mix Community Reinvestment Project Area.

4. Required Findings.

4.1. A need exists to effectuate a public purpose; to wit, the exercise of the statutorily enacted community development mechanism for the benefit of the citizens of the City of Provo.

4.2. Benefit to the public shall accrue from the execution of the Official Plan, as each project undertaken thereunder shall be subject to the analysis described in Utah Code § 17C-5-105(12).

4.3. The adoption and carrying out of the Official Plan is economically sound and feasible.

4.4. The Official Plan conforms to the City's General Plan.

4.5. Carrying out the Official Plan will promote the public peace, health, safety, and welfare of the City of Provo and its residents.

5. Submission of the Official Plan to the Provo City Council for Adoption by Ordinance.

5.1. Pursuant to Utah Code §§ 17C-5-104 & -109, the Agency Board hereby submits the Official Plan to the Provo City Council for review and adoption.

6. Recording and Transmittal.

6.1. Pursuant to Utah Code § 17C-5-111, Agency Staff are hereby directed and authorized to take the following actions within 30 days after adoption of the Official Plan by the City Council:

a. to record with the Utah County Recorder a document containing a description of the land within the Project Area, a statement that the Official Plan for the Project Area has been adopted, and the date of its adoption by the City Council; and

b. to transmit a copy of the description of the land within the Project Area, a copy of the City Council ordinance adopting the Official Plan, and a map indicating the boundaries of the Project Area to each of entity described in Utah Code § 17C-5-111(3).

7. Execution of the Plan.

7.1. Following adoption of the Official Plan by the City Council, the Agency shall proceed to carry out the Plan.

8. Directions to Agency Staff.

8.1. The Agency staff are hereby directed and authorized to take all such actions as necessary to effectuate the purposes and aims of this resolution.

9. Effective Date

9.1. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED on the 10th day of March, 2020.

REDEVELOPMENT AGENCY OF PROVO CITY

_____
Michelle Kaufusi, Chair

ATTEST:

_____
Amanda Ercanbrack, Secretary

EXHIBIT A

Mix Community Reinvestment Project Area Plan

THE MIX COMMUNITY REINVESTMENT PROJECT AREA PLAN

Adopted on _____

REDEVELOPMENT AGENCY OF PROVO CITY

Contents

Section 1: Introduction 1

Section 2: Definitions 1

Section 3: Boundaries of the Community Reinvestment Project Area (17C-5-105(1)) 3

Section 4: Project Area Characteristics and How They Will Be Affected by Project Area Development (17C-5-105(2)) 3

Section 5: Standards That Will Guide Community Development (17C-5-105(3)) 4

Section 6: How the Purposes of the Act Will Be Attained (17C-5-105(4)) 5

Section 7: How the Plan is Consistent with the City's General Plan (17C-5-105(5) 6

Section 8: Description of the Specific Projects That Are the Object of the Proposed Community Development (17C-5-105(7)) 7

Section 9: Ways in Which Private Developers Will Be Selected to Undertake the Community Development (17C-5-105(8)) 7

Section 10: Reasons for the Selection of the Project Area (17C-5-105(9)) 7

Section 11: Descriptions of Conditions Existing in the Area (17C-5-105(10)) 8

Section 12: Descriptions of Some Incentives Offered to Developer(s) or Land Owner(s) For Locating Facilities in the Project Area (17C-5-105(11)) 8

Section 13: Result of the Public Benefit Analysis Performed by the Agency (17C-5-105(12)) 9

Section 14: Other Information (17C-5-105(14) and -105(15)) 9

APPENDIX A - Project Area Map 10

APPENDIX B – Project Area Legal Description 11

APPENDIX C – Public Benefit Analysis 13

- Introduction of Project 13
- Project Development Overview 14
- Capital Investment Projections for Personal and Real Property and Sales and Use Taxes 14
- Efforts to Maximize Private Development 14
- Rational for use of project area funds, including an analysis of whether the proposed project area development might reasonably occur in the foreseeable future solely through private investment. 14
- An estimate of the total amount of project area funds that the Agency intends to spend on project area development and length of time over which the project area funds will be spent 15
- Incremental New Taxes Resulting from the Proposed Development 15
- The Associated Business and Economic Activity Likely to be Stimulated; 15
  - Short Term Construction and Employment 15
  - Direct Purchases of Supplies and Services 16
  - Impact on Other Taxing Entities 16
- Conclusion 16

APPENDIX D – Increment Projections 18

Section 1: Introduction

The Redevelopment Agency of Provo City (the "Agency"), is looking at north Provo, particularly along University Parkway, as an area for economic development and growth in the City's property tax base and sales tax revenues. The Agency has prepared this plan ("Plan") to describe the anticipated project area development within the Project Area. This Plan has been prepared per Utah State Code, taking into account the economic impacts of anticipated commercial, retail, industrial, and housing development as it relates to a return on investment for the community while also providing a return for the development community. The current property within the Project Area consists of 34 acres developed property consisting of a dilapidated shopping center and ancillary out parcels developed with free standing buildings and large parking lots. This is not the highest and best use of the property. The goal of the Project Area is to create a mechanism to upgrade the sewer infrastructure for the development of the property. The City has determined that creating the Project Area is in the best interest of the City and its residents and the corresponding development will grow the tax base and allow for additional services to enhance the residents' quality of life. The main purpose of this Project Area is to allow for development of The Mix Project. This Plan, along with the Project Area Budget, describes the anticipated development and anticipated mechanisms to be used for incentives.

This plan follows Utah Code Annotated (UCA) Title 17C Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the "Act"). Requirements of the Act include notice and hearing obligations. The Agency has followed all applicable requirements of the Act in preparing and adopting this Plan.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project. The Agency makes no guarantee that the projections contained in this Plan document or in the Budget for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended; this Plan shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act.

Section 2: Definitions

As used in the Plan:

2.1 "Act" means Title 17C of the Utah Code Annotated (UCA) 1953, as amended: The Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.

2.2 "Agency" means the Redevelopment Agency of Provo City, created and operated pursuant to the Act and its predecessor or successor statutes,

2.3 “Agency Board” means the governing body of the Agency.

2.4 “Base Taxable Value” has the same meaning as in the Act (UCA 17C-1-102(8)). “Base Taxable Value” is synonymous with “Base Year Taxable Value”, “Base Year Value”, and “Base Value”.

2.5 “Base Tax Amount” means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

2.6 “Base Year” means the year of the Base Taxable Value as will be set in the interlocal agreements with the Agency as contemplated by UCA 17C-1-102(9)(d).

2.7 “Bond” means any bonds, notes, interim certificates, or other obligations issued by an agency.

2.8 “City” means Provo City, a political subdivision of the State of Utah.

2.9 “Comprehensive General Plan” or “General Plan” means the general plan adopted by the City under UCA § 10-9a-401.

2.10 “Community Reinvestment” means development activities within a community, including the encouragement, promotion or provisions of development as provided for in the Act.

2.11 “Community Reinvestment Project Area Plan” means a project area plan, as defined by UCA 17C-1-102(21) of the Act, designed to foster project area development, as defined by UCA § 17C-1-102(47) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development projects in a specific project area.

2.12 “Governing Body” means (a) in reference to the Provo City Redevelopment Agency; the Board of the Agency, or (b) if used in reference to Provo City, the City Council of Provo City.

2.13 “Project Area” means The Mix Community Reinvestment Project Area as described in this Plan.

2.14 “Project Area Development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan.

2.15 “Property Taxes” means all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

2.16 “Sales Tax” means a tax on sales or on the receipts from sales.

2.17 "Taxing Entities" means the public entities, including the state, county, city, school district, special service district, or other public bodies, which levy property taxes on any property located within the Project Area.

2.18 "Tax Increment" means that portion of the taxes levied each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of the Act, as amended.

2.19 "Tax Year Real and Personal Property" means the 12-month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov 1, 2017 – Oct 31, 2018 tax year.

2.20 "Tax Year Sales Tax" means the 12-month period between January 1st through December 31st of the previous year, e.g., January 1, 2017 – December 31, 2017 tax year.

Section 3: Boundaries of the Community Reinvestment Project Area (17C-5-105(1))

The project area is entirely located within the legal boundaries of Provo City. It is directly east University Parkway between 2250 North and 2230 North. The property encompasses approximately 34 acres of land as recorded in the Utah County Recorder's office.

The Project Area encompasses multiple parcels outlined on the map attached hereto as **APPENDIX A** (the "Project Area Map"). The parcels are owned by various land owners.

A legal description of the Project Area is attached as **APPENDIX B**.

Section 4: Project Area Characteristics and How They Will Be Affected by Project Area Development (17C-5-105(2))

Land Uses in the Project Area

The Project Area currently sits in two different zones, the SC 2 zone and the ITOD zone. The general plan shows the property in mixed use designation. The city zoning and general plan are both in alignment as to the land designation and desired buildout. The area plan allows commercial and housing development. Based on the size of Project Area, the Agency anticipates that the property could develop with a mix of retail/commercial uses and multi-family housing. All contemplated development must follow proper planning and zoning ordinances and requirements and be approved by Provo City. Nothing in this plan usurps or supersedes the City's land use authority.

Layout of Principal Streets in the Project Area

The area is bounded on the west by University Parkway which is an existing arterial. The tax increment financing will be used to help pay for sewer enhancements needed to develop the property as well as increasing the City's downstream sewer capacity. Internal roads connecting the multi-family and the future The Mix will be considered private and not reimbursed.

Population in the Project Area

Currently, there are no residents within the Project Area. There are no single or multifamily homes on the property site; however, the project is intended to be developed with 500 multi-family units, in a mix of studio, one-bedroom, and two-bedroom apartments. The intended development on the property site will provide additional housing in Provo City.

Building Intensities in the Project Area

Development in the Project Area was and will be required to follow all Provo City planning and zoning ordinances as they currently exist or that might be amended in the future to include design and development standards. The proposed Project Area will contain several multi-family complexes, along with a 124 room hotel and approximately 80,000 square feet of retail space.

Section 5: Standards That Will Guide Community Development (17C-5-105(3))

Development Objectives

The Agency and the City want the Project Area to develop into a mixed-use complex that will provide. The development of the Mix will help with shoring up the City's sales and property tax bases as well as providing additional housing opportunities for current and future residents. It is the City's and residents' desire to see the Project Area developed in such a manner for the aforementioned reasoning.

Design Objectives

The property is zoned as mixed-use. The developers will be held to the highest standards per the City general plan, planning and zoning ordinances, and other applicable building codes and ordinances of the City.

All development will be submitted to the City via the normal development approval process, which includes site plans to include development data and any other appropriate material describing the development, land coverage, setbacks, heights, off-street parking to be provided, and any other information as deemed appropriate by the City.

Approvals

The Agency may seek the contractual right to approve any and all design and construction plans for any development within the Project Area to ensure any and all development within the Project Area is consistent with the Project Area Plan.

Section 6: How the Purposes of the Act Will Be Attained (17C-5-105(4))

The Act contains the following definition of Project Area Development:

> "Project area development" means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:
>
> (a) promoting, creating, or retaining public or private jobs within the state or a community;
>
> (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
>
> (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
>
> (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
>
> (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
>
> (f) providing open space, including streets or other public grounds or space around buildings;
>
> (g) providing public or private buildings, infrastructure, structures, or improvements;
>
> (h) relocating a business;
>
> (i) improving public or private recreation areas or other public grounds;
>
> (j) eliminating blight or the causes of blight;
>
> (k) redevelopment as defined under the law in effect before May 1, 2006; or
>
> (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.
>
> (Utah Code § 17C-1-102(47)).

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

Provision of development that enhances economic and quality of life basis. The Project and Project Area will provide numerous economic and community benefits including the creation of a number of full-time

equivalent jobs ("**FTE**") within Provo City, and the generation of a significant amount of new sales and use and personal and real property tax revenues for the City and all taxing entities.

Stimulation of associated business and economic activity by the development. This Project will meaningfully enhance the City's tax base as well as all other taxing entities through personal and real property. The direct and indirect impact provided by the creation of new jobs to the existing local economy will be significant. Local businesses that will benefit include hotels, restaurants, suppliers and vendors servicing new facilities in the Project Area.

The Project will achieve the following:

1. Enhance employment and income opportunities for community residents by offering employment opportunities within The Mix Development area.

2. Increase the diversity of the tax base and increase the resources available for performing governmental services.

3. Encourage and support the efficient use of undeveloped land within Provo City.

4. Support and encourage appropriate public and private development efforts in the community.

Section 7: How the Plan is Consistent with the City's General Plan (17C-5-105(5)

This Plan and the development contemplated within the Project Area will conform to the City General Plan, Land Use Regulations and the Provo City Development Code. The current Provo City Zoning Map shows the development being designated as mixed-use. The Provo City Planning and Zoning Ordinance calls out the project area as mixed-use. The ordinance defines the mixed-use zone as:

> Mixed-Use Development Areas
> Occasionally areas within the General Plan call out mixed-use (commercial and residential) development areas that currently have limited access to alternative transit options such as bus and bike facilities. Reductions in parking and automobile facilities in these areas should be augmented by development of alternative transit options along with a traffic demand management plan. However, these mixed-use planning areas, like TOD, should:
> - Determine the appropriate mix and intensity of residential and commercial development near future determined neighborhood centers.

- Be cognizant of creating an appropriate transition from neighborhood centers to established neighborhoods using transitional zoning standards in building form, mass and scale.
- Define the desired urban form with emphasis on enhancing the pedestrian scale and relationship to the planned environment through carefully articulated form and design standards.
- Enhance transit ridership, where available, through carefully sited retail locations, civic and open spaces and density.
- Enhance additional alternative transit modes such as local bus service, pedestrian, bicycle, and car-sharing facilities. Development within this zone should be designed in a manner that presents a favorable image of the City and is encouraged to be developed in large, well-planned and cohesive projects rather than smaller, piecemeal projects. The Mix Plan is aligned with the current zoning maps, Provo City General Plan and Provo City Planning and Zoning Ordinances for this project.

Section 8: Description of the Specific Projects That Are the Object of the Proposed Community Development (17C-5-105(7))

Based on the land owner the proposed use will be multi-story residential and ancillary retail. This proposed use meets the objectives of the Agency, Provo City, the Provo City General Plan and current zoning ordinances for development and financial participation. This development will facilitate water and sewer extension, storm water retention, electrical upgrade and road improvements. Personal and real property tax generation is desired by all taxing entities.

Section 9: Ways in Which Private Developers Will Be Selected to Undertake the Community Development (17C-5-105(8))

The Agency and City will select or approve such development that is brought forth by a developer that meets the development objectives as set forth in the Agency Plan. The Agency and City reserve the right to approve or reject any development plan(s) that do not meet the intent of the Project Area.

The Agency and City will ensure that all development conforms to the Project Area Plan and is approved by the City. All development opportunities will need to be vetted by the City and will include development plans and financial information to support the viability and sustainability of the project and the developer to fulfill all obligations that could or will be required. This process could or will include City staff and or third-party sources to review financial statements, verify the benefit of the development to the City, engineering, appraisal reports, etc.

Section 10: Reasons for the Selection of the Project Area (17C-5-105(9))

The Mix Community Reinvestment Project Area was selected by the Agency as an area that shows high potential for growth. In addition, the former shopping center has been in severe decline for many years. This decision was driven by the jointly by the City and by developers of a potential commercial center and residential housing. The boundaries were determined by the Agency based on the layout of the existing former shopping center.

Section 11: Descriptions of Conditions Existing in the Area (17C-5-105(10))

The Project Area consists of approximately 34 acres as shown in the Project Area Map. The Agency wants to encourage development, utilizing infrastructure improvements as the incentive that is needed to facilitate the development. The CRA area will grow the tax base of Provo City and the economy to provide greater funding sources to continue to meet the demand and services of its residents. The property was previously used standard shopping center built with a large area of parking and to large inefficient masonry block standards. While the Project Area has been identified as a potential site for development, conditions such as lack of storm water drainage system, sewer, water, other utility and transportation upgrades made development unlikely without the creation of the Project Area and the assistance of the Agency.

Section 12: Descriptions of Some Incentives Offered to Developer(s) or Land Owner(s) For Locating Facilities in the Project Area (17C-5-105(11))

The following describes incentives the Agency intends to offer within the Project Area to Developer(s), Land Owner(s) or Participants to improve and develop the property within the Project Area.

1. The Agency intends to utilize all or a portion of the City's property tax increment generated from the development for sewer improvements, and other expenditures as allowed by the Act and approved by the Agency.
2. Expenditures and incentives approved and outlined in the adopted Project Area Budget and as allowed by the Act.

All incentives and payments to participants, land owners or developers will be on a post-performance basis and will be offered only according to the terms of a written participation agreement that adequately protects the Agency and the taxing entities by ensuring performance by the participant prior to the payment of any reimbursement or incentive from the Agency to the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Section 13: Result of the Public Benefit Analysis Performed by the Agency (17C-5-105(12))

The Agency has performed an analysis of the public benefits of the anticipated development within the Project Area. The public benefit analysis required by UCA § 17C-5-105(12) is described in greater detail in Appendix D, attached hereto. In summary, the Agency's public benefit analysis found that the creation of the Project Area, the provision of certain incentives, and other agency activities as described in this Plan and allowed by the Act will provide significant public benefits to the Project Area and the greater Provo City area.

Section 14: Other Information (17C-5-105(14) and -105(15))

There are no existing buildings or uses in the community reinvestment project area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency anticipates entering into interlocal agreements with Provo City and potentially other taxing entities in order to obtain funding for project area development

APPENDIX A - Project Area Map

Area shown in red is proposed Project Area

provo

APPENDIX B – Project Area Legal Description

The Mix Community Development Project Area Parcel 1("East Parcel")
Beginning on the North right-of-way of 2230 North Street which point is East 548.93 feet and North 1052.12 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Provo City, Utah County, Utah (based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 87°17'24" West along said right-of-way 229.95 feet; thence North 1°34' West 142.70 feet; thence South 88°26' West 219.89 feet to a point of curvature to a 25.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 38.19 feet (central angle =87°32'03", chord bearing and distance =South 44°39'59" West 34.59 feet); thence South 0°53'57" West 90.59 feet to a point of curvature to a 25.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 19.07 feet (central angle =43°42'23", chord bearing and distance = South 20°57'59" East 18.61 feet) to a point on the North right-of-way line of 2230 North Street and a point on a 517.47 foot radius curve to the left; thence Westerly along the arc of said curve and said right-of-way for a distance of 250.83 feet (central angle =27° 46'20", chord bearing and distance =South 69°07'12" West 248.38 feet); thence North 1°34' West 188.87 feet; thence South 88°26' West 117.74 feet; thence North 43°26' East 378.14 feet; thence North 46°34' West 255.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 85.00 feet; thence North 43°26' East 435.88 feet; thence North 88°26' East 440.58 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 654.02 feet; thence South 01°16'14" East 114.52 feet to the point of beginning.

Parcel 2 (Pad 5)
Beginning at a point on the North right-of-way of University Parkway, said point being on the arc of a 11539.16 foot radius curve (radius point bears South 42°31'04" West) said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, Bearings of Section lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the aforementioned North right-or-way line; thence Northwesterly along the arc of a 11539.16 foot radius curve to the left 240.01 feet through a central angle of 01°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Parcel 3 (Entrance Road and Dedicated Road; Cinema Parcel)
All of Parcel A and Lot 1 of Plat "A" The New Plum Tree, a part of the Commercial Plum Tree Shopping Center, a commercial planned unit development, as such plat was recorded in the records of the Utah County, Utah Recorder on 29 January 1998, as Entry No. 8500, Map No. 7407.

Parcel 4 (Easement Estate)
Easement Estate for a non-exclusive reciprocal right, privilege and easement over, upon and across the common areas of every other Phase or Pad in the Shopping Center and upon and across all parking, access and driveway portions of the common areas, for vehicular access, parking and delivery as created by Declaration of Easement, Covenants, Restrictions recorded September 4, 1986, as Entry No. 29349, in Book 2336, Page 258, further amended on April 3, 1987, as Entry No. 12537, in book 2400, page 674 and re-recorded on April 27, 1987 as Entry No. 16005, in book 2408, page 539, further amended on April 11, 1988 as Entry No. 9917, in Book 2501, Page 907, further amended on May 17,

1991 as Entry No. 18664, in book 2792, Page 137, further amended on March 27, 1992, as Entry No. 26586, in book 2942, Page 921, further amended on October 10, 2002, as Entry No. 120021:2002.

Parcel 5 (Easement Estate)
Easement Estate for a non-exclusive Water Line Easement, Storm Drain Line Easement and Inlet Easement as created and described by Easement Grant recorded on March 7, 1990, as Entry No. 6923, in book 2670, Page 791.

APN's: 47:173:0001, 19:001:0108, 19:001:0095, 19:008:0055, 19:008:0058, 19:008:0057, 19:008:0059, 19:001:0079, 19:001:0176, 47:173:0003, 19:008:0054, 19:001:0110, 19:001:0122, 47:173:0002, 19:001:0118

Project Area contains approximately 34 acres within platted City blocks plus

APPENDIX C – Public Benefit Analysis

Benefit Analysis of the Proposed The Mix Community Reinvestment Area

The following benefit analysis is presented to meet the requirement of Utah Code (17C-5-105(12))

This analysis considers the following factors as they relate to the anticipated development within the Project Area:

(a) Reasonableness of the costs of the proposed project area development
(b) Efforts that have been taken or will be taken to maximize private investment
(c) The rationale for use of project area funds, including an analysis of whether the development might occur in the foreseeable future solely through private investment
(d) An estimate of the total of project area funds to be spent on the project area development and the length of time the funds will be spent
(e) The anticipated public benefit derived from the proposed project area development including;
    a. The beneficial influences on the community's tax base
    b. The associated business and economic activity the proposed project area development will stimulate
    c. Whether adoption of the proposed community reinvestment project area plan is necessary and appropriate to undertake the proposed project

The following is the public benefit analysis showing the benefit to be derived from the financial assistance and any other public assistance provided to the landowners or developers for the proposed development in the Project Area. This is intended to provide a framework for the Agency to make critical decisions and show whether it is good policy and in the interest of Provo City Redevelopment Agency to invest agency funds in the Project Area. This document is prepared in good faith as an estimate of the economic impact of this project. Market conditions and unforeseen forces could influence the project in a favorable or unfavorable way. The information contained herein is considered to be an accurate accounting and reasonable expectations of the project.

Introduction of Project

The benefit analysis analyzes the potential increment generated through personal and real property development and sales and use tax revenue generated from the project area. It identifies the net benefit or loss to the Agency and Provo City. The proposed project area includes 34 acres of property to be developed as a _ complex with ancillary retail and structured property. This development is intended to serve the Provo City residents in providing housing and opportunities to attend a local The Mix for. The overall benefit and investment brought to the project includes greater personal and real property tax levies, higher and better use of vacant land and public infrastructure. Per Utah State Code 17C-5-307(2) there will be a 10% set aside for low to moderate income housing and or projects that will benefit low to moderate income housing.

This analysis contemplates private investment in the proposed project area to be estimated at $85 million. The overall new taxable personal and real property value will be approximately $85,000,000. The economic benefit resulting from the construction of the project includes; both short term and long term employment opportunities, local purchases of goods and services by local residents and employees

constructing the development, purchase of utilities and increased tax revenue to the state and local governments. This report identifies the potential tax revenue that may be generated from an increase in personal and real property value and increase in sales and use tax from retail sales resulting from the development.

Project Development Overview

It is proposed the Community Reinvestment Area be created for the purpose of developing new multi-family housing in the community. in the community. It is anticipated that The Mix CRA will contribute greatly to the economic well-being of the community through personal and real property and sales tax generation. The project area is currently zoned SC 3 (Regional Shopping Center) Use by the Planning and Zoning Ordinances and Mixed Use in the General Plan.

Capital Investment Projections for Personal and Real Property and Sales and Use Taxes

The Project Area currently resides in a SC 3 (Regional Shopping Center) zoning and was improved with a shopping center which had become mostly empty when the development was proposed. The current base value is $ 21,338,800 which generates $ in taxes annually. The base year is set for 2018. The Mix Project Area is anticipated to have a base value of $90,000,000 at full buildout. Per the Community Reinvestment Agency Act, the Provo City Redevelopment Agency is authorized to provide funding for the Project Area Plan through interlocal agreements with all public entities who levy property taxes within the Project Area. The Agency can negotiate with the public entities for all or a portion of the tax increment revenue and or increased sales and use tax resulting from the proposed Project Area. The Agency will utilize the personal and real property and sales and use tax for the incentive. The proposed incentive is the personal and real property tax collected from the community reinvestment area to reimburse Provo City and developers for public infrastructure improvements and impact fees. Per Utah State Code, the agency will also provide a 10% set aside of funds over $100,000 for low to moderate income housing. It's anticipated the Mix CRA will generate over $250,000 Tax Increment Financing on an annual basis.

The estimated future personal and real property use tax increment cash flows are projected in additional detail in Schedule 1 attached as Appendix E.

Efforts to Maximize Private Development

Private investment has to, the extent possible been maximized. The total private investment in the project area is estimated at $85M. Upon completion it is anticipated the taxable value will grow to over $89M.

The use of tax increment financing can serve as a catalyst or incentive to accelerate private investment and development in an area that would otherwise develop to a lower use or tax generator. If there is no private sector investment, there will be no tax increment financing generated for the project area. It is this private investment that allows public agencies to leverage the increase in tax revenues to construct needed public infrastructure. Leveraging compares the dollar amount privately invested into the project area compared to the dollar amount of tax increment the agency pledges to the project. However, federal economic development programs such as the Small Business Administration require leverage ratios of 3:1 or 5:1 based on the program and the former Urban Development Action Grant shows an overall leverage ratio of 6:1.

Rational for use of project area funds, including an analysis of whether the proposed project area development might reasonably occur in the foreseeable future solely through private investment.

In 2018 Provo City Corporation entered into an agreement for the development of property at the former Plumtree Plaza in the Mix Project Area. This agreement asked the City to use its best efforts to create a Community Reinvestment area

But for the economic development incentive being considered it is reasonable to assume that this development might not reasonably occur as multi-family housing and ancillary retail in the future.

An estimate of the total amount of project area funds that the Agency intends to spend on project area development and length of time over which the project area funds will be spent

It is anticipated that an estimated $1,500,000 of personal and real property tax increment will be expended within 5 years to undertake the development of the project area. The agency anticipates expending approximately $150,000 or 10% of the funds collected above $100,000 over the 12 years for low to moderate income housing per CRA state statute. The approximation is the spread between the anticipated cost of reimbursement to Provo City and incentive and the anticipated budget amount over 10 years.

Incremental New Taxes Resulting from the Proposed Development

The Public Investment in the project is expected to create an environment that will produce private investment to continue the professional office development and start the dealerships, convenience store, hotel, restaurants and retail sites and will result in increment tax revenues to all taxing entities. As a result of the development it is anticipated that the Project Area will produce an estimated total gross revenue between use tax and personal and real property tax of $1,500,000 over a 5-year period. The following is a schedule of personal and real property to the taxing entities:

Projected Total Incremental Value Generated for Taxing Entities

Taxing Entity	*Length*	*Percentage*	*Property Tax*
Utah County	12 Years	x%	$ xxx.00
Provo School District	12 Years	x%	$xxx.00
Provo City	12 Years	x%	$ xxx.00
Water Conservancy Districts	12 Years	x%	$ xxx.00
Total Taxes			**$xxxxxxx.00**

The proposed budget only analyses personal and real property tax.

The Associated Business and Economic Activity Likely to be Stimulated;

The public investment of Tax Increment is expected to stimulate the following economic activity:

Short Term Construction and Employment

For purposes of this analysis the national multiplier average is 8.34 – 8.6 jobs created per million dollars spent on a project. Based on the estimated value of $90M it is anticipated that this project will employ

approximately 750 workers. Average wage for a general laborer construction worker is $14.75 per hour or $30,680 (Utah Department of Workforce Services Data) per year. Total estimated payroll during the 2-year construction period is $25M. This equates to approximately 27% of the total overall costs. National averages range between 30% - 35% of total construction costs. It is safe to assume based on the multiplier and national average ranges, the estimated number of workers and payroll is accurate. The remaining 74% - 75% of the construction costs will be used for materials and overhead.

It is reasonable to expect that construction workers will spend a typical portion of their wages in Provo City for food, clothing, recreation, transportation and housing which will generate sales tax revenue
There is no way to determine how much of the building materials will be purchased from within Provo City but it is reasonable to expect that all material will come from within the state therefore providing tax revenue to the state and local economies

Direct Purchases of Supplies and Services

It is anticipated that the development opportunities locating with the Project Area will directly purchase goods and services from the surrounding established businesses. Based on historical trends, the land developers utilize local contractors who source out of Utah. During the development phase, it's anticipated the developers will utilize Utah companies to source goods and materials for building. Upon completion, businesses need to purchase goods and service to run their business. It is anticipated that professional office space will utilize local merchants for goods and services. This could include lease copiers, lease office furniture, office supplies, computers, networking assistance, internet, etc. While the majority of a dealership's product is cars that are purchased from out of state, all other items needed to run the business could be purchased locally or along the Wasatch front. This includes tools, fuel, office supplies, meals, etc. All other proposed development will most likely utilize local sourced goods and services for their businesses. It is induced there will be a direct and in-direct impact to the local economy through job and income generation and wages being spent in the local economy. Direct jobs also create secondary or support jobs that are viewed by a multiplier or the multiplier effect. The multiplier number shows the economic impact to an area is much larger than just the direct jobs or impact created.

Impact on Other Taxing Entities

The formation of the Mix Community Reinvestment Area authorizes the Redevelopment Agency to enter into an Interlocal Agreement with all public entities who have a tax levy to temporarily divert tax increment from the taxing entities to the Agency. The taxing entities agree via the Interlocal Agreement to give a portion of the real and personal property tax and sales and use tax generated from the new development to the agency for a set time and amount that can then be used as an incentive to the developer or for project costs within the Project Area. A.

Conclusion

Provo City Redevelopment Agency is proposing utilizing a portion of the new sales and use tax increment generated as an incentive to the developer to get this project started. Once construction has started on the dealership, the Real Estate Purchase Agreement is enacted. This project will immediately enhance and strengthen the economic base of the community and the state of Utah by broadening the personal and real property values in the area. It will also enhance community safety, prosperity, peace, order and convenience to the community by taking vacant land and utilizing it to a higher and better use.

The Agency seeks to utilize the tax increment as an incentive to reimburse infrastructure costs the development project will incur. The development would most likely not occur if not for the infrastructure improvement and the property would remain vacant and produce no personal and real property or sales and use tax.

The incentive given must be weighed against the value received on a project by project basis over the life of the project. As previously stated, there will be additional economic development that increases the tax base and/or tangible and quantifiable benefits to the City as a result of this development for which a contribution/reimbursement is being sought.

In determining whether the appropriation/reimbursement is necessary to accomplish the goals of economic development, job creation and preservation, growth of tax revenues and other public purposes, the Agency should consider what would be paid every year in return for the development of the Project Area and generation of new tax revenues.

THE MIX COMMUNITY REINVESTMENT PROJECT AREA PLAN

Adopted on _____

REDEVELOPMENT AGENCY OF PROVO CITY

Contents

Section 1: Introduction 1

Section 2: Definitions 1

Section 3: Boundaries of the Community Reinvestment Project Area (17C-5-105(1)) 3

Section 4: Project Area Characteristics and How They Will Be Affected by Project Area Development (17C-5-105(2)) 3

Section 5: Standards That Will Guide Community Development (17C-5-105(3)) 4

Section 6: How the Purposes of the Act Will Be Attained (17C-5-105(4)) 5

Section 7: How the Plan is Consistent with the City's General Plan (17C-5-105(5) 6

Section 8: Description of the Specific Projects That Are the Object of the Proposed Community Development (17C-5-105(7)) 7

Section 9: Ways in Which Private Developers Will Be Selected to Undertake the Community Development (17C-5-105(8)) 7

Section 10: Reasons for the Selection of the Project Area (17C-5-105(9)) 7

Section 11: Descriptions of Conditions Existing in the Area (17C-5-105(10)) 8

Section 12: Descriptions of Some Incentives Offered to Developer(s) or Land Owner(s) For Locating Facilities in the Project Area (17C-5-105(11)) 8

Section 13: Result of the Public Benefit Analysis Performed by the Agency (17C-5-105(12)) 9

Section 14: Other Information (17C-5-105(14) and -105(15)) 9

APPENDIX A - Project Area Map 10

APPENDIX B – Project Area Legal Description 11

APPENDIX C – Public Benefit Analysis 13

- Introduction of Project 13
- Project Development Overview 14
- Capital Investment Projections for Personal and Real Property and Sales and Use Taxes 14
- Efforts to Maximize Private Development 14
- Rational for use of project area funds, including an analysis of whether the proposed project area development might reasonably occur in the foreseeable future solely through private investment. 14
- An estimate of the total amount of project area funds that the Agency intends to spend on project area development and length of time over which the project area funds will be spent 15
- Incremental New Taxes Resulting from the Proposed Development 15
- The Associated Business and Economic Activity Likely to be Stimulated; 15
  - Short Term Construction and Employment 15
  - Direct Purchases of Supplies and Services 16
  - Impact on Other Taxing Entities 16
- Conclusion 16

APPENDIX D – Increment Projections 18

Section 1: Introduction

The Redevelopment Agency of Provo City (the "Agency"), is looking at north Provo, particularly along University Parkway, as an area for economic development and growth in the City's property tax base and sales tax revenues. The Agency has prepared this plan ("Plan") to describe the anticipated project area development within the Project Area. This Plan has been prepared per Utah State Code, taking into account the economic impacts of anticipated commercial, retail, industrial, and housing development as it relates to a return on investment for the community while also providing a return for the development community. The current property within the Project Area consists of 34 acres developed property consisting of a dilapidated shopping center and ancillary out parcels developed with free standing buildings and large parking lots. This is not the highest and best use of the property. The goal of the Project Area is to create a mechanism to upgrade the sewer infrastructure for the development of the property. The City has determined that creating the Project Area is in the best interest of the City and its residents and the corresponding development will grow the tax base and allow for additional services to enhance the residents' quality of life. The main purpose of this Project Area is to allow for development of the The Mix Project. This Plan, along with the Project Area Budget, describes the anticipated development and anticipated mechanisms to be used for incentives.

This plan follows Utah Code Annotated (UCA) Title 17C Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the "Act"). Requirements of the Act include notice and hearing obligations. The Agency has followed all applicable requirements of the Act in preparing and adopting this Plan.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project. The Agency makes no guarantee that the projections contained in this Plan document or in the Budget for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended; this Plan shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act.

Section 2: Definitions

As used in the Plan:

2.1 "Act" means Title 17C of the Utah Code Annotated (UCA) 1953, as amended: The Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.

2.2 "Agency" means the Redevelopment Agency of Provo City, created and operated pursuant to the Act and its predecessor or successor statutes,

2.3 “Agency Board” means the governing body of the Agency.

2.4 “Base Taxable Value” has the same meaning as in the Act (UCA 17C-1-102(8)). “Base Taxable Value” is synonymous with “Base Year Taxable Value”, “Base Year Value”, and “Base Value”.

2.5 “Base Tax Amount” means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

2.6 “Base Year” means the year of the Base Taxable Value as will be set in the interlocal agreements with the Agency as contemplated by UCA 17C-1-102(9)(d).

2.7 “Bond” means any bonds, notes, interim certificates, or other obligations issued by an agency.

2.8 “City” means Provo City, a political subdivision of the State of Utah.

2.9 “Comprehensive General Plan” or “General Plan” means the general plan adopted by the City under UCA § 10-9a-401.

2.10 “Community Reinvestment” means development activities within a community, including the encouragement, promotion or provisions of development as provided for in the Act.

2.11 “Community Reinvestment Project Area Plan” means a project area plan, as defined by UCA 17C-1-102(21) of the Act, designed to foster project area development, as defined by UCA § 17C-1-102(47) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development projects in a specific project area.

2.12 “Governing Body” means (a) in reference to the Provo City Redevelopment Agency; the Board of the Agency, or (b) if used in reference to Provo City, the City Council of Provo City.

2.13 “Project Area” means the The Mix Community Reinvestment Project Area as described in this Plan.

2.14 “Project Area Development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan.

2.15 “Property Taxes” means all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

2.16 “Sales Tax” means a tax on sales or on the receipts from sales.

2.17 "Taxing Entities" means the public entities, including the state, county, city, school district, special service district, or other public bodies, which levy property taxes on any property located within the Project Area.

2.18 "Tax Increment" means that portion of the taxes levied each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of the Act, as amended.

2.19 "Tax Year Real and Personal Property" means the 12-month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov 1, 2017 – Oct 31, 2018 tax year.

2.20 "Tax Year Sales Tax" means the 12-month period between January 1st through December 31st of the previous year, e.g., January 1, 2017 – December 31, 2017 tax year.

Section 3: Boundaries of the Community Reinvestment Project Area (17C-5-105(1))

The project area is entirely located within the legal boundaries of Provo City. It is directly east University Parkway between 2250 North and 2230 North. The property encompasses approximately 34 acres of land as recorded in the Utah County Recorder's office.

The Project Area encompasses multiple parcels outlined on the map attached hereto as **APPENDIX A** (the "Project Area Map"). The parcels are owned by various land owners.

A legal description of the Project Area is attached as **APPENDIX B**.

Section 4: Project Area Characteristics and How They Will Be Affected by Project Area Development (17C-5-105(2))

Land Uses in the Project Area

The Project Area currently sits in two different zones, the SC 2 zone and the ITOD zone. The general plan shows the property in mixed use designation. The city zoning and general plan are both in alignment as to the land designation and desired buildout. The area plan allows commercial and housing development. Based on the size of Project Area, the Agency anticipates that the property could develop with a mix of retail/commercial uses and multi-family housing. All contemplated development must follow proper planning and zoning ordinances and requirements and be approved by Provo City. Nothing in this plan usurps or supersedes the City's land use authority.

Layout of Principal Streets in the Project Area

The area is bounded on the west by University Parkway which is an existing arterial. The tax increment financing will be used to help pay for sewer enhancements needed to develop the property as well as increasing the City's downstream sewer capacity. Internal roads connecting the multi-family and the future The Mix will be considered private and not reimbursed.

Population in the Project Area

Currently, there are no residents within the Project Area. There are no single or multifamily homes on the property site; however, the project is intended to be developed with 500 multi-family units, in a mix of studio, one-bedroom, and two-bedroom apartments. The intended development on the property site will provide additional housing in Provo City.

Building Intensities in the Project Area

Development in the Project Area was and will be required to follow all Provo City planning and zoning ordinances as they currently exist or that might be amended in the future to include design and development standards. The proposed Project Area will contain several multi-family complexes, along with a 124 room hotel and approximately 80,000 square feet of retail space.

Section 5: Standards That Will Guide Community Development (17C-5-105(3))

Development Objectives

The Agency and the City want the Project Area to develop into a mixed-use complex that will provide. The development of the Mix will help with shoring up the City's sales and property tax bases as well as providing additional housing opportunities for current and future residents. It is the City's and residents' desire to see the Project Area developed in such a manner for the aforementioned reasoning.

Design Objectives

The property is zoned as mixed-use. The developers will be held to the highest standards per the City general plan, planning and zoning ordinances, and other applicable building codes and ordinances of the City.

All development will be submitted to the City via the normal development approval process, which includes site plans to include development data and any other appropriate material describing the development, land coverage, setbacks, heights, off-street parking to be provided, and any other information as deemed appropriate by the City.

Approvals

The Agency may seek the contractual right to approve any and all design and construction plans for any development within the Project Area to ensure any and all development within the Project Area is consistent with the Project Area Plan.

Section 6: How the Purposes of the Act Will Be Attained (17C-5-105(4))

The Act contains the following definition of Project Area Development:

> "Project area development" means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:
>
> (a) promoting, creating, or retaining public or private jobs within the state or a community;
>
> (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
>
> (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
>
> (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
>
> (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
>
> (f) providing open space, including streets or other public grounds or space around buildings;
>
> (g) providing public or private buildings, infrastructure, structures, or improvements;
>
> (h) relocating a business;
>
> (i) improving public or private recreation areas or other public grounds;
>
> (j) eliminating blight or the causes of blight;
>
> (k) redevelopment as defined under the law in effect before May 1, 2006; or
>
> (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.
>
> (Utah Code § 17C-1-102(47)).

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

Provision of development that enhances economic and quality of life basis. The Project and Project Area will provide numerous economic and community benefits including the creation of a number of full-time

equivalent jobs ("**FTE**") within Provo City, and the generation of a significant amount of new sales and use and personal and real property tax revenues for the City and all taxing entities.

Stimulation of associated business and economic activity by the development. This Project will meaningfully enhance the City's tax base as well as all other taxing entities through personal and real property. The direct and indirect impact provided by the creation of new jobs to the existing local economy will be significant. Local businesses that will benefit include hotels, restaurants, suppliers and vendors servicing new facilities in the Project Area.

The Project will achieve the following:

1. Enhance employment and income opportunities for community residents by offering employment opportunities within The Mix Development area.

2. Increase the diversity of the tax base and increase the resources available for performing governmental services.

3. Encourage and support the efficient use of undeveloped land within Provo City.

4. Support and encourage appropriate public and private development efforts in the community.

Section 7: How the Plan is Consistent with the City's General Plan (17C-5-105(5)

This Plan and the development contemplated within the Project Area will conform to the City General Plan, Land Use Regulations and the Provo City Development Code. The current Provo City Zoning Map shows the development being designated as mixed-use. The Provo City Planning and Zoning Ordinance calls out the project area as mixed-use. The ordinance defines the mixed-use zone as:

> Mixed-Use Development Areas
> Occasionally areas within the General Plan call out mixed-use (commercial and residential) development areas that currently have limited access to alternative transit options such as bus and bike facilities. Reductions in parking and automobile facilities in these areas should be augmented by development of alternative transit options along with a traffic demand management plan. However, these mixed-use planning areas, like TOD, should:
> - Determine the appropriate mix and intensity of residential and commercial development near future determined neighborhood centers.

- Be cognizant of creating an appropriate transition from neighborhood centers to established neighborhoods using transitional zoning standards in building form, mass and scale.
- Define the desired urban form with emphasis on enhancing the pedestrian scale and relationship to the planned environment through carefully articulated form and design standards.
- Enhance transit ridership, where available, through carefully sited retail locations, civic and open spaces and density.
- Enhance additional alternative transit modes such as local bus service, pedestrian, bicycle, and car-sharing facilities. Development within this zone should be designed in a manner that presents a favorable image of the City and is encouraged to be developed in large, well-planned and cohesive projects rather than smaller, piecemeal projects. The Mix Plan is aligned with the current zoning maps, Provo City General Plan and Provo City Planning and Zoning Ordinances for this project.

Section 8: Description of the Specific Projects That Are the Object of the Proposed Community Development (17C-5-105(7))

Based on the land owner the proposed use will be multi-story residential and ancillary retail. This proposed use meets the objectives of the Agency, Provo City, the Provo City General Plan and current zoning ordinances for development and financial participation. This development will facilitate water and sewer extension, storm water retention, electrical upgrade and road improvements. Personal and real property tax generation is desired by all taxing entities.

Section 9: Ways in Which Private Developers Will Be Selected to Undertake the Community Development (17C-5-105(8))

The Agency and City will select or approve such development that is brought forth by a developer that meets the development objectives as set forth in the Agency Plan. The Agency and City reserve the right to approve or reject any development plan(s) that do not meet the intent of the Project Area.

The Agency and City will ensure that all development conforms to the Project Area Plan and is approved by the City. All development opportunities will need to be vetted by the City and will include development plans and financial information to support the viability and sustainability of the project and the developer to fulfill all obligations that could or will be required. This process could or will include City staff and or third-party sources to review financial statements, verify the benefit of the development to the City, engineering, appraisal reports, etc.

Section 10: Reasons for the Selection of the Project Area (17C-5-105(9))

The Mix Community Reinvestment Project Area was selected by the Agency as an area that shows high potential for growth. In addition, the former shopping center has been in severe decline for many years. This decision was driven by the jointly by the City and by developers of a potential commercial center and residential housing. The boundaries were determined by the Agency based on the layout of the existing former shopping center.

Section 11: Descriptions of Conditions Existing in the Area (17C-5-105(10))

The Project Area consists of approximately 34 acres as shown in the Project Area Map. The Agency wants to encourage development, utilizing infrastructure improvements as the incentive that is needed to facilitate the development. The CRA area will grow the tax base of Provo City and the economy to provide greater funding sources to continue to meet the demand and services of its residents. The property was previously used standard shopping center built with a large area of parking and to large inefficient masonry block standards. While the Project Area has been identified as a potential site for development, conditions such as lack of storm water drainage system, sewer, water, other utility and transportation upgrades made development unlikely without the creation of the Project Area and the assistance of the Agency.

Section 12: Descriptions of Some Incentives Offered to Developer(s) or Land Owner(s) For Locating Facilities in the Project Area (17C-5-105(11))

The following describes incentives the Agency intends to offer within the Project Area to Developer(s), Land Owner(s) or Participants to improve and develop the property within the Project Area.

1. The Agency intends to utilize all or a portion of the City's property tax increment generated from the development for sewer improvements, and other expenditures as allowed by the Act and approved by the Agency.
2. Expenditures and incentives approved and outlined in the adopted Project Area Budget and as allowed by the Act.

All incentives and payments to participants, land owners or developers will be on a post-performance basis and will be offered only according to the terms of a written participation agreement that adequately protects the Agency and the taxing entities by ensuring performance by the participant prior to the payment of any reimbursement or incentive from the Agency to the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Section 13: Result of the Public Benefit Analysis Performed by the Agency (17C-5-105(12))

The Agency has performed an analysis of the public benefits of the anticipated development within the Project Area. The public benefit analysis required by UCA § 17C-5-105(12) is described in greater detail in Appendix D, attached hereto. In summary, the Agency's public benefit analysis found that the creation of the Project Area, the provision of certain incentives, and other agency activities as described in this Plan and allowed by the Act will provide significant public benefits to the Project Area and the greater Provo City area.

Section 14: Other Information (17C-5-105(14) and -105(15))

There are no existing buildings or uses in the community reinvestment project area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency anticipates entering into interlocal agreements with Provo City and potentially other taxing entities in order to obtain funding for project area development.

APPENDIX A - Project Area Map

Area shown in red is proposed Project Area

APPENDIX B – Project Area Legal Description

The Mix Community Development Project Area Parcel 1("East Parcel")
Beginning on the North right-of-way of 2230 North Street which point is East 548.93 feet and North 1052.12 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Provo City, Utah County, Utah (based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 87°17'24" West along said right-of-way 229.95 feet; thence North 1°34' West 142.70 feet; thence South 88°26' West 219.89 feet to a point of curvature to a 25.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 38.19 feet (central angle =87°32'03", chord bearing and distance =South 44°39'59" West 34.59 feet); thence South 0°53'57" West 90.59 feet to a point of curvature to a 25.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 19.07 feet (central angle =43°42'23", chord bearing and distance = South 20°57'59" East 18.61 feet) to a point on the North right-of-way line of 2230 North Street and a point on a 517.47 foot radius curve to the left; thence Westerly along the arc of said curve and said right-of-way for a distance of 250.83 feet (central angle =27° 46'20", chord bearing and distance =South 69°07'12" West 248.38 feet); thence North 1°34' West 188.87 feet; thence South 88°26' West 117.74 feet; thence North 43°26' East 378.14 feet; thence North 46°34' West 255.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 85.00 feet; thence North 43°26' East 435.88 feet; thence North 88°26' East 440.58 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 654.02 feet; thence South 01°16'14" East 114.52 feet to the point of beginning.

Parcel 2 (Pad 5)
Beginning at a point on the North right-of-way of University Parkway, said point being on the arc of a 11539.16 foot radius curve (radius point bears South 42°31'04" West) said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, Bearings of Section lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the aforementioned North right-or-way line; thence Northwesterly along the arc of a 11539.16 foot radius curve to the left 240.01 feet through a central angle of 01°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Parcel 3 (Entrance Road and Dedicated Road; Cinema Parcel)
All of Parcel A and Lot 1 of Plat "A" The New Plum Tree, a part of the Commercial Plum Tree Shopping Center, a commercial planned unit development, as such plat was recorded in the records of the Utah County, Utah Recorder on 29 January 1998, as Entry No. 8500, Map No. 7407.

Parcel 4 (Easement Estate)
Easement Estate for a non-exclusive reciprocal right, privilege and easement over, upon and across the common areas of every other Phase or Pad in the Shopping Center and upon and across all parking, access and driveway portions of the common areas, for vehicular access, parking and delivery as created by Declaration of Easement, Covenants, Restrictions recorded September 4, 1986, as Entry No. 29349, in Book 2336, Page 258, further amended on April 3, 1987, as Entry No. 12537, in book 2400, page 674 and re-recorded on April 27, 1987 as Entry No. 16005, in book 2408, page 539, further amended on April 11, 1988 as Entry No. 9917, in Book 2501, Page 907, further amended on May 17, 1991 as Entry No. 18664, in book 2792, Page 137, further amended on March 27, 1992, as Entry No. 26586, in book 2942, Page 921, further amended on October 10, 2002, as Entry No. 120021:2002.

Parcel 5 (Easement Estate)
Easement Estate for a non-exclusive Water Line Easement, Storm Drain Line Easement and Inlet Easement as created and described by Easement Grant recorded on March 7, 1990, as Entry No. 6923, in book 2670, Page 791.

APN's: 47:173:0001, 19:001:0108, 19:001:0095, 19:008:0055, 19:008:0058, 19:008:0057, 19:008:0059, 19:001:0079, 19:001:0176, 47:173:0003, 19:008:0054, 19:001:0110, 19:001:0122, 47:173:0002, 19:001:0118

Project Area contains approximately 34 acres within platted City blocks plus

APPENDIX C – Public Benefit Analysis

Benefit Analysis of the Proposed The Mix Community Reinvestment Area

The following benefit analysis is presented to meet the requirement of Utah Code (17C-5-105(12))

This analysis considers the following factors as they relate to the anticipated development within the Project Area:

(a) Reasonableness of the costs of the proposed project area development
(b) Efforts that have been taken or will be taken to maximize private investment
(c) The rationale for use of project area funds, including an analysis of whether the development might occur in the foreseeable future solely through private investment
(d) An estimate of the total of project area funds to be spent on the project area development and the length of time the funds will be spent
(e) The anticipated public benefit derived from the proposed project area development including;
    a. The beneficial influences on the community's tax base
    b. The associated business and economic activity the proposed project area development will stimulate
    c. Whether adoption of the proposed community reinvestment project area plan is necessary and appropriate to undertake the proposed project

The following is the public benefit analysis showing the benefit to be derived from the financial assistance and any other public assistance provided to the landowners or developers for the proposed development in the Project Area. This is intended to provide a framework for the Agency to make critical decisions and show whether it is good policy and in the interest of Provo City Redevelopment Agency to invest agency funds in the Project Area. This document is prepared in good faith as an estimate of the economic impact of this project. Market conditions and unforeseen forces could influence the project in a favorable or unfavorable way. The information contained herein is considered to be an accurate accounting and reasonable expectations of the project.

Introduction of Project

The benefit analysis analyzes the potential increment generated through personal and real property development and sales and use tax revenue generated from the project area. It identifies the net benefit or loss to the Agency and Provo City. The proposed project area includes 34 acres of property to be developed as a _ complex with ancillary retail and structured property. This development is intended to serve the Provo City residents in providing housing and opportunities to attend a local The Mix for. The overall benefit and investment brought to the project includes greater personal and real property tax levies, higher and better use of vacant land and public infrastructure. Per Utah State Code 17C-5-307(2) there will be a 10% set aside for low to moderate income housing and or projects that will benefit low to moderate income housing.

This analysis contemplates private investment in the proposed project area to be estimated at $85 million. The overall new taxable personal and real property value will be approximately $85,000,000. The economic benefit resulting from the construction of the project includes; both short term and long term employment opportunities, local purchases of goods and services by local residents and employees constructing the development, purchase of utilities and increased tax revenue to the state and local governments. This report identifies the potential tax revenue that may be generated from an increase in

personal and real property value and increase in sales and use tax from retail sales resulting from the development.

Project Development Overview

It is proposed the Community Reinvestment Area be created for the purpose of developing new multi-family housing in the community. in the community. It is anticipated that the The Mix CRA will contribute greatly to the economic well-being of the community through personal and real property and sales tax generation. The project area is currently zoned SC 3 (Regional Shopping Center) Use by the Planning and Zoning Ordinances and Mixed Use in the General Plan.

Capital Investment Projections for Personal and Real Property and Sales and Use Taxes

The Project Area currently resides in a SC 3 (Regional Shopping Center) zoning and was improved with a shopping center which had become mostly empty when the development was proposed. The current base value is $ 21,338,800 which generates $ in taxes annually. The base year is set for 2018. The Mix Project Area is anticipated to have a base value of $90,000,000 at full buildout. Per the Community Reinvestment Agency Act, the Provo City Redevelopment Agency is authorized to provide funding for the Project Area Plan through interlocal agreements with all public entities who levy property taxes within the Project Area. The Agency can negotiate with the public entities for all or a portion of the tax increment revenue and or increased sales and use tax resulting from the proposed Project Area. The Agency will utilize the personal and real property and sales and use tax for the incentive. The proposed incentive is the personal and real property tax collected from the community reinvestment area to reimburse Provo City and developers for public infrastructure improvements and impact fees. Per Utah State Code, the agency will also provide a 10% set aside of funds over $100,000 for low to moderate income housing. It's anticipated the Mix CRA will generate over $250,000 Tax Increment Financing on an annual basis.

The estimated future personal and real property use tax increment cash flows are projected in additional detail in Schedule 1 attached as Appendix E.

Efforts to Maximize Private Development

Private investment has to, the extent possible been maximized. The total private investment in the project area is estimated at $85M. Upon completion it is anticipated the taxable value will grow to over $89M.

The use of tax increment financing can serve as a catalyst or incentive to accelerate private investment and development in an area that would otherwise develop to a lower use or tax generator. If there is no private sector investment, there will be no tax increment financing generated for the project area. It is this private investment that allows public agencies to leverage the increase in tax revenues to construct needed public infrastructure. Leveraging compares the dollar amount privately invested into the project area compared to the dollar amount of tax increment the agency pledges to the project. However, federal economic development programs such as the Small Business Administration require leverage ratios of 3:1 or 5:1 based on the program and the former Urban Development Action Grant shows an overall leverage ratio of 6:1.

Rational for use of project area funds, including an analysis of whether the proposed project area development might reasonably occur in the foreseeable future solely through private investment.

In 2018 Provo City Corporation entered into an agreement for the development of property at the former Plumtree Plaza in the Mix Project Area. This agreement asked the City to use its best efforts to create a Community Reinvestment area

But for the economic development incentive being considered it is reasonable to assume that this development might not reasonably occur as multi-family housing and ancillary retail in the future.

An estimate of the total amount of project area funds that the Agency intends to spend on project area development and length of time over which the project area funds will be spent

It is anticipated that an estimated $1,500,000 of personal and real property tax increment will be expended within 5 years to undertake the development of the project area. The agency anticipates expending approximately $150,000 or 10% of the funds collected above $100,000 over the 12 years for low to moderate income housing per CRA state statute. The approximation is the spread between the anticipated cost of reimbursement to Provo City and incentive and the anticipated budget amount over 10 years.

Incremental New Taxes Resulting from the Proposed Development

The Public Investment in the project is expected to create an environment that will produce private investment to continue the professional office development and start the dealerships, convenience store, hotel, restaurants and retail sites and will result in increment tax revenues to all taxing entities. As a result of the development it is anticipated that the Project Area will produce an estimated total gross revenue between use tax and personal and real property tax of $1,500,000 over a 5-year period. The following is a schedule of personal and real property to the taxing entities:

Projected Total Incremental Value Generated for Taxing Entities

Taxing Entity	*Length*	*Percentage*	*Property Tax*
Utah County	12 Years	x%	$ xxx.00
Provo School District	12 Years	x%	$xxx.00
Provo City	12 Years	x%	$ xxx.00
Water Conservancy Districts	12 Years	x%	$ xxx.00
Total Taxes			**$xxxxxxx.00**

The proposed budget only analyses personal and real property tax.

The Associated Business and Economic Activity Likely to be Stimulated;

The public investment of Tax Increment is expected to stimulate the following economic activity:

Short Term Construction and Employment

For purposes of this analysis the national multiplier average is 8.34 – 8.6 jobs created per million dollars spent on a project. Based on the estimated value of $90M it is anticipated that this project will employ approximately 750 workers. Average wage for a general laborer construction worker is $14.75 per hour or $30,680 (Utah Department of Workforce Services Data) per year. Total estimated payroll during the 2-year construction period is $25M. This equates to approximately 27% of the total overall costs. National averages range between 30% - 35% of total construction costs. It is safe to assume based on the multiplier and national average ranges, the estimated number of workers and payroll is accurate. The remaining 74% - 75% of the construction costs will be used for materials and overhead.

It is reasonable to expect that construction workers will spend a typical portion of their wages in Provo City for food, clothing, recreation, transportation and housing which will generate sales tax revenue
There is no way to determine how much of the building materials will be purchased from within Provo City but it is reasonable to expect that all material will come from within the state therefore providing tax revenue to the state and local economies

Direct Purchases of Supplies and Services

It is anticipated that the development opportunities locating with the Project Area will directly purchase goods and services from the surrounding established businesses. Based on historical trends, the land developers utilize local contractors who source out of Utah. During the development phase, it's anticipated the developers will utilize Utah companies to source goods and materials for building. Upon completion, businesses need to purchase goods and service to run their business. It is anticipated that professional office space will utilize local merchants for goods and services. This could include lease copiers, lease office furniture, office supplies, computers, networking assistance, internet, etc. While the majority of a dealership's product is cars that are purchased from out of state, all other items needed to run the business could be purchased locally or along the Wasatch front. This includes tools, fuel, office supplies, meals, etc. All other proposed development will most likely utilize local sourced goods and services for their businesses. It is induced there will be a direct and in-direct impact to the local economy through job and income generation and wages being spent in the local economy. Direct jobs also create secondary or support jobs that are viewed by a multiplier or the multiplier effect. The multiplier number shows the economic impact to an area is much larger than just the direct jobs or impact created.

Impact on Other Taxing Entities

The formation of the Mix Community Reinvestment Area authorizes the Redevelopment Agency to enter into an Interlocal Agreement with all public entities who have a tax levy to temporarily divert tax increment from the taxing entities to the Agency. The taxing entities agree via the Interlocal Agreement to give a portion of the real and personal property tax and sales and use tax generated from the new development to the agency for a set time and amount that can then be used as an incentive to the developer or for project costs within the Project Area. A.

Conclusion

Provo City Redevelopment Agency is proposing utilizing a portion of the new sales and use tax increment generated as an incentive to the developer to get this project started. Once construction has started on the dealership, the Real Estate Purchase Agreement is enacted. This project will immediately enhance and strengthen the economic base of the community and the state of Utah by broadening the personal and real property values in the area. It will also enhance community safety, prosperity, peace, order and convenience to the community by taking vacant land and utilizing it to a higher and better use.

The Agency seeks to utilize the tax increment as an incentive to reimburse infrastructure costs the development project will incur. The development would most likely not occur if not for the infrastructure improvement and the property would remain vacant and produce no personal and real property or sales and use tax.

The incentive given must be weighed against the value received on a project by project basis over the life of the project. As previously stated, there will be additional economic development that increases the tax base and/or tangible and quantifiable benefits to the City as a result of this development for which a contribution/reimbursement is being sought.

In determining whether the appropriation/reimbursement is necessary to accomplish the goals of economic development, job creation and preservation, growth of tax revenues and other public purposes, the Agency should consider what would be paid every year in return for the development of the Project Area and generation of new tax revenues.

APPENDIX D – Increment Projections

Increase Factor	1.00%													
Discount rate	5.00%		Total Tax Increment	$ 5,868,766										
County Participation	**50.00%**		NPV	$ 4,302,594										
City Participation	**75.00%**													
School District	**70.00%**													
Water District	**70.00%**													
Starting Assessed Value	**$ 90,000,000**													
	YEAR 1	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**YEAR 6**	**YEAR 7**	**YEAR 8**	**YEAR 9**	**YEAR 10**	**YEAR 11**	**YEAR 12**	**TOTALS**	**NET PRESENT VALUE**
HIGH END OF RANGE														
VALUE - REAL	$ 90,000,000	$ 90,900,000	$ 91,809,000	$ 92,727,090	$ 93,654,361	$ 94,590,905	$ 95,536,814	$ 96,492,182	$ 97,457,104	$ 98,431,675	$ 99,415,991	$ 100,410,151		
Minus Base Year Value	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)		
Incremental taxable Value	$ 68,661,200	$ 69,561,200	$ 70,470,200	$ 71,388,290	$ 72,315,561	$ 73,252,105	$ 74,198,014	$ 75,153,382	$ 76,118,304	$ 77,092,875	$ 78,077,191	$ 79,071,351		
Total tax rate (excl. A&C)	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596		
Total increment generated	$ 727,534	$ 737,070	$ 746,702	$ 756,430	$ 766,256	$ 776,179	$ 786,202	$ 796,325	$ 806,550	$ 816,876	$ 827,306	$ 837,840		
TOTAL CITY INCREMENT														
Tax Rate	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888		
Increment - Real	$ 129,632	$ 131,332	$ 133,048	$ 134,781	$ 136,532	$ 138,300	$ 140,086	$ 141,890	$ 143,711	$ 145,551	$ 147,410	$ 149,287		
Percent to City	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%		
Percent to Agency	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Amount to City	$ 32,408	$ 32,833	$ 33,262	$ 33,695	$ 34,133	$ 34,575	$ 35,021	$ 35,472	$ 35,928	$ 36,388	$ 36,852	$ 37,322	$	**417,890**
Amount to Agency	$ 97,224	$ 98,499	$ 99,786	$ 101,086	$ 102,399	$ 103,725	$ 105,064	$ 106,417	$ 107,784	$ 109,164	$ 110,557	$ 111,965	$	**1,253,669**
Housing Allocation	$ (9,722)	$ (9,850)	$ (9,979)	$ (10,109)	$ (10,240)	$ (10,372)	$ (10,506)	$ (10,642)	$ (10,778)	$ (10,916)	$ (11,056)	$ (11,197)	$	**(125,367)**
Net	$ 87,502	$ 88,649	$ 89,807	$ 90,977	$ 92,159	$ 93,352	$ 94,558	$ 95,775	$ 97,005	$ 98,247	$ 99,502	$ 100,769	$	**1,128,302**
TOTAL COUNTY INCREMENT														
Tax Rate	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732		
Increment - Real	$ 50,260	$ 50,919	$ 51,584	$ 52,256	$ 52,935	$ 53,621	$ 54,313	$ 55,012	$ 55,719	$ 56,432	$ 57,153	$ 57,880		
Percent to County	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
Percent to Agency	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
Amount to County	$ 25,130	$ 25,459	$ 25,792	$ 26,128	$ 26,467	$ 26,810	$ 27,156	$ 27,506	$ 27,859	$ 28,216	$ 28,576	$ 28,940	$	**324,042**
Amount to Agency	$ 25,130	$ 25,459	$ 25,792	$ 26,128	$ 26,467	$ 26,810	$ 27,156	$ 27,506	$ 27,859	$ 28,216	$ 28,576	$ 28,940	$	**324,042**
Housing Allocation	$ (2,513)	$ (2,546)	$ (2,579)	$ (2,613)	$ (2,647)	$ (2,681)	$ (2,716)	$ (2,751)	$ (2,786)	$ (2,822)	$ (2,858)	$ (2,894)	$	**(32,404)**
Net	$ 22,617	$ 22,913	$ 23,213	$ 23,515	$ 23,821	$ 24,129	$ 24,441	$ 24,756	$ 25,073	$ 25,394	$ 25,719	$ 26,046	$	**291,637**
TOTAL SCHOOL INCREMENT														
Tax Rate	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576		
Increment - Real	$ 520,177	$ 526,996	$ 533,882	$ 540,838	$ 547,863	$ 554,958	$ 562,124	$ 569,362	$ 576,672	$ 584,056	$ 591,513	$ 599,045		
Percent to School District	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%		
Percent to Agency	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%		
Amount to School District	$ 156,053	$ 158,099	$ 160,165	$ 162,251	$ 164,359	$ 166,487	$ 168,637	$ 170,809	$ 173,002	$ 175,217	$ 177,454	$ 179,713	$	**2,012,245**
Amount to Agency	$ 364,124	$ 368,897	$ 373,718	$ 378,586	$ 383,504	$ 388,471	$ 393,487	$ 398,553	$ 403,671	$ 408,839	$ 414,059	$ 419,331	$	**4,695,239**
Housing Allocation	$ (36,412)	$ (36,890)	$ (37,372)	$ (37,859)	$ (38,350)	$ (38,847)	$ (39,349)	$ (39,855)	$ (40,367)	$ (40,884)	$ (41,406)	$ (41,933)	$	**(469,524)**
Net	$ 327,712	$ 332,007	$ 336,346	$ 340,728	$ 345,153	$ 349,624	$ 354,138	$ 358,698	$ 363,304	$ 367,955	$ 372,653	$ 377,398	$	**4,225,715**
TOTAL CUWCD INCREMENT														
Tax Rate	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400		
Increment - Real	$ 27,464	$ 27,824	$ 28,188	$ 28,555	$ 28,926	$ 29,301	$ 29,679	$ 30,061	$ 30,447	$ 30,837	$ 31,231	$ 31,629		
Percent to CUWCD	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%		
Percent to Agency	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%		
Amount to CUWCD	$ 8,239	$ 8,347	$ 8,456	$ 8,567	$ 8,678	$ 8,790	$ 8,904	$ 9,018	$ 9,134	$ 9,251	$ 9,369	$ 9,489	$	**106,243**
Amount to Agency	$ 19,225	$ 19,477	$ 19,732	$ 19,989	$ 20,248	$ 20,511	$ 20,775	$ 21,043	$ 21,313	$ 21,586	$ 21,862	$ 22,140	$	**247,901**
Housing Allocation	$ (1,923)	$ (1,948)	$ (1,973)	$ (1,999)	$ (2,025)	$ (2,051)	$ (2,078)	$ (2,104)	$ (2,131)	$ (2,159)	$ (2,186)	$ (2,214)	$	**(24,790)**
Net	$ 17,303	$ 17,529	$ 17,758	$ 17,990	$ 18,224	$ 18,460	$ 18,698	$ 18,939	$ 19,182	$ 19,427	$ 19,675	$ 19,926	$	**223,111**
TOTAL AVAILABLE - ALL 4 ENTITIES	$ 455,133	$ 461,099	$ 467,124	$ 473,210	$ 479,357	$ 485,565	$ 491,835	$ 498,168	$ 504,564	$ 511,024	$ 517,549	$ 524,139	$	**5,868,766**
												NPV		**$4,302,594**
Total Housing Set Aside	50,570	51,233	51,903	52,579	53,262	53,952	54,648	55,352	56,063	56,780	57,505	58,238		**$652,085**

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: A public hearing on a resolution approving and adopting the Budget for the Mix Community Reinvestment Project. (20-053)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: The new owners of the former Plumtree Plaza on University Parkway (now known as The MIX) plan to demolish and rebuild the portions of the area they own in order to reestablish and revitalize the center. They have requested help with the construction of the sewer upgrades required for the project.

The Redevelopment Agency (RDA) has requested an estimated $7.92 million in property tax revenues that will be generated by development within the Project Area to fund a portion of project costs within the Project Area. These property tax revenues will be used for the following: mandatory housing allocation as required by statute, payment and reimbursement of infrastructure costs, incentives to developers, RDA administrative expenses, taxing entity mitigation payments, and other expenditures as authorized by law.

These property taxes will be levied by the following governmental entities, and, assuming current tax rates, each will pay the RDA as follows:
Provo City - $1,253,669
Utah County - $ $324,042
Provo School District - $1,681,946
Central Utah Water Conservancy District - $ $247,901
All of the property taxes to be paid to the RDA will be generated only if the Project Area is developed.

It is important to note approval of this resolution does not commit the Agency or any taxing entities future tax increment to a project. Commitment of tax increment would require the affected taxing entities to enter into voluntary agreements with the Agency.

A copy of the Project Area Budget is available at the Redevelopment Agency offices in the Provo City Center building.

FISCAL IMPACT: $3.34 million in property tax revenues over the 12-year period

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Business and Economic Vitality
Support Economic Development

CITYVIEW OR ISSUE FILE NUMBER: 20-053

Provo City *(Redevelopment Agency)*

Staff Memorandum

The MIX Community Renewal Project Area Public Hearing

February 19, 2020

Department Head Bill Peperone 6402 **Presenter** David Walter 6167 **Required Time for Presentation** 30 Minutes **Is This Time Sensitive** No **Case File # (if applicable)**	Purpose of Proposal • A Resolution to Adopt the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area • A Resolution to Approve and Adopt the Community Reinvestment Project Area Budget for The Mix Community Reinvestment Project Area • An Ordinance of Provo City Adopting the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area Action Requested • Adopt both Resolutions Relevant City Policies • Business and Economic Vitality • Support Economic Development Budget Impact • Description of this item • Plumtree Plaza has been a property in trouble for some time now. Located on a highly traveled corridor between Orem and Provo, its position makes it attractive for retail but that same position also makes it problematic for retail. The center has difficult ingress and egress and

	the layout and structures are showing their age. As retail transitions, older spaces developed to an earlier standard require more resources to try and bring them to a more productive reuse. ● Recently, Plumtree Plaza has changed owners and the new owners, recognizing the need to reinvest in the center and the opportunity to address ingress and egress issues with the Bus Rapid Transit system design, have approached Provo City Redevelopment to discuss the center's overhaul and potential rebranding. The new owners feel that focusing solely on retail is not a winning strategy for the center and are looking to add hospitality (hotel), and residential elements to the center. They do believe retail uses will still have a place in the new center but those uses will be a supporting role and not the driving force behind the rehabilitation of the complex. ● The new owners plan to completely demolish the portions of the center they own and begin to reestablish the center. They have requested help with the construction of the sewer upgrades required for the project. It is important to note approval of this resolution does not commit the Agency or any taxing entities future tax increment to a project. Commitment of tax increment would require the affected taxing entities to enter into voluntary agreements with the Agency. ● Property tax revenue resulting from an increase in valuation of property within the project area or proposed project area will be paid to the agency for project area development rather than to the taxing entity to which the tax revenue would otherwise have been paid if one or more taxing entities agree to share property tax revenue under an interlocal agreement and the adopted Project Area Plan provides for the agency to receive tax increment. The Agency has requested an estimated $7.92 million in property tax revenues that will be generated by development within the Project Area to fund a portion of project costs within the Project Area. These property tax revenues will be used for the following: mandatory housing allocation as required by statute, payment and reimbursement of infrastructure costs, incentives to developers, Agency administrative expenses, taxing entity mitigation payments, and other expenditures as authorized by law. These property taxes will be taxes levied by the following governmental entities, and, assuming current tax rates, the taxes paid to the agency for this project area from each taxing entity will be as

	follows: Provo City - $1,253,669, Utah County - $ $324,042, Provo School District - $1,681,946, Central Utah Water Conservancy District - $ $247,901. All of the property taxes to be paid to the Agency for the development in the Project Area are taxes that will be generated only if the Project Area is developed. All concerned citizens are invited to attend the project area budget hearing as noted above. A copy of the Project Area Budget is available at the Agency offices as described below. Any person objecting to the proposed Plan or Budget or contesting the regularity of any of the proceedings to adopt the Plan or Budget may submit comments prior to the hearing and may appear before the board at the hearing to show cause why the either should not be adopted. The Plan and Budget have been available for inspection at the City Recorder offices located at 351 W. Center Street, Provo, Utah during regular business hours. Attachments: Resolution Resolution Ordinance Draft Plan Draft Budget

REDEVELOPMENT AGENCY OF PROVO CITY

RESOLUTION 2020-RDA

A RESOLUTION APPROVING AND ADOPTING THE COMMUNITY REINVESTMENT PROJECT AREA BUDGET FOR THE MIX COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "**Act**"), specifically Utah Code Annotated ("**UCA**") § 17C-5, the Redevelopment Agency of Provo City (the "**Agency**") adopted a resolution designating a survey area, which was to become the Mix Community Reinvestment Project Area ("**Project Area**"), and calling for the preparation of a project area plan and budget; and

WHEREAS, pursuant to the provisions of the Utah Community Reinvestment Agency Act (the "**Act**"), specifically Utah Code Annotated ("**UCA**") § 17C-5, on March 10, 2020 the Agency approved the Community Reinvestment Project Area Plan for the Project Area after holding a duly-noticed public hearing; and

WHEREAS, the Agency has prepared a Project Area Budget (the "**Budget**") for the Project Area as required by the Act; and

WHEREAS, the Budget having been prepared for the Project Area pursuant to the Act, the Agency made the Budget publicly available and provided notice of the budget hearing as required by the Act; and

WHEREAS, the Agency held, on March 10, 2020, a duly-noticed public hearing pursuant to UCA § 17C-5-302 to allow public comment on the Budget and whether it should be revised, approved, or rejected, and to receive all written and hear all oral objections to the Budget; and

WHEREAS, having received and heard all commentary on and objections to the Budget submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Budget as it deems appropriate, if any; and

WHEREAS, pursuant to UCA § 17C-5-304, the Budget remains subject to approval by the entities that levy taxes within the Project Area that enter into interlocal agreements with the Agency for the Project Area before the Agency may collect project area funds from the Project Area; and

WHEREAS the Agency now desires to formally adopt the Budget as the official budget for the Project Area.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF PROVO CITY AS FOLLOWS:

1. The Agency has received all comments and objections to the draft Budget.

2. The Budget attached hereto as **Exhibit A** is hereby adopted as the official budget for the Mix Community Reinvestment Project Area.

3. Agency staff are hereby authorized to take all actions necessary, including those actions required by UCA § 17C-5-305, to carry out the purposes of this resolution.

4. This resolution shall be effective upon adoption

APPROVED AND ADOPTED on the 10th day of March 2020.

REDEVELOPMENT AGENCY OF PROVO CITY

_____
Michelle Kaufusi, Chair

ATTEST:

_____
Amanda Ercanbrack, Secretary

EXHIBIT A

Mix Community Reinvestment Project Area Budget

THE MIX COMMUNITY REINVESTMENT PROJECT AREA BUDGET

Adopted on _____

REDEVELOPMENT AGENCY OF PROVO CITY

TABLE OF CONTENTS

1. Introduction 1
2. Base Taxable Value (§ 17C-5-303(1)(a)) 1
3. Projected Amount of Tax Increment to be Generated within the Project Area (§ 17C-5-303(1)(b)) 1
4. Project Area Funds Collection Period (§ 17C-5-303(1)(c)) 2
5. Projected Amount of Tax Increment to be Paid to Other Taxing Entities in Accordance with Section 17C-1-410 (§ 17C-5-303(1)(d)) 2
6. Area from which Tax Increment is to Be Collected (§ 17C-5-303(1)(e)) 2
7. Percentage of Tax Increment the Agency is Authorized to Receive (§ 17C-5-303(1)(f)) 2
8. Maximum Cumulative Dollar Amount the Agency is Authorized to Receive (§ 17C-5-303(1)(g)) 3
9. Sales and Use Tax Revenue (§ 17C-5-303(2)) 3
10. Uses of Project Area Funds (§ 17C-5-303(3)) 3
11. Combined Incremental Value (§ 17C-5-303(4)) 3
12. Amount of Project Area Funds used for Administrative Expenses (§ 17C-5-303(5)) 3
13. Property Owned by the Agency (§ 17C-5-303(6)) 3
14. Other Matters 3

Introduction

The governing board of the Redevelopment Agency of Provo City (the "Agency") requested that the Agency, with the assistance of hired consultants and staff, prepare a Community Reinvestment Project Area Budget pursuant to the provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated 1953, as amended (the "Act") for The Mix Community Reinvestment Project Area (the "CRA" or the "Project Area"). This Community Reinvestment Project Area Budget (the "Project Area Budget" or the "Budget") is for a project (the "Project") located entirely within the boundaries of Utah County. The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project, the Project Area Plan, and this Budget.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget of the Project Area Plan for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

Base Taxable Value (§ 17C-5-303(1)(a))

The base taxable value of locally-assessed real property within the Project Area is estimated to be approximately $21.34 million, although approximately $3.2 million of taxable value represents improvements that will likely be demolished as part of the redevelopment process. After the creation of the Project Area and the designation of a new tax area, the Utah County Assessor and the Utah State Tax Commission will determine the amount of taxable property within the Project Area.

The base taxable value used to calculate the sharing of tax increment pursuant to interlocal agreements with the taxing entities will be set in each interlocal agreement as required by Utah Code § 17C-5-204(6)(a).

Projected Amount of Tax Increment to be Generated within the Project Area (§ 17C-5-303(1)(b))

Based on projected new investment of approximately $68 million within the Project Area, the Agency expects that the Project will generate a total of $5.87 million in tax increment over 12 years. Without the development of the Project, the Agency estimates that over the same 12-year period the taxing entities would receive only about $1.70 million in property tax revenues from the same area as the land within the Project Area is not likely to redevelop and is likely to remain vacant.

Project Area Funds Collection Period (§ 17C-5-303(1)(c))

The Agency anticipates collecting tax increment from the Project Area for a period of 12 years. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities.

Projected Amount of Tax Increment to be Paid to Other Taxing Entities in Accordance with Section 17C-1-410 (§ 17C-5-303(1)(d))

The Agency anticipates collecting a portion of the tax increment from all taxing entities for a period of 12 years as shown in the table below. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the taxing entities. Based on these anticipated percentages, the Agency estimates that the various taxing entities will receive $2.86 million of property tax increment from the Project Area over 12 years as follows:

Taxing Entity	Percent to Agency	Amount to Taxing Entity
Provo City	75%	$ 417,890
Utah County	50%	$ 324,042
Provo City School District	70%	$ 2,012,245
Central Utah Water Conservancy District	70%	$ 106,243
Total		**$ 2,860,420**

Area from which Tax Increment is to Be Collected (§ 17C-5-303(1)(e))

The Agency anticipates collecting tax increment from the entire Project Area. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities.

Percentage of Tax Increment the Agency is Authorized to Receive (§ 17C-5-303(1)(f))

The Agency anticipates collecting 75 percent of the increment from the City, 50 percent from Utah County, 70 percent from the school district, and 70 percent form Central Utah Water Conservancy District. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities. From the tax increment that the Agency receives, the Agency may use a small portion to cover the costs of Agency and Project Area administration, as described below. Additionally, the Agency shall retain 10 percent of the total tax increment received by the Agency toward housing in accordance with UCA § 17C-5-307(3). The foregoing sentence notwithstanding, the Agency, at its sole discretion, may choose to not make the allocation described in UCA § 17C-5-307(3) if the conditions described in UCA § 17C-5-307(4) are met.

Maximum Cumulative Dollar Amount the Agency is Authorized to Receive (§ 17C-5-303(1)(g))

The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities and may include a maximum amount of tax increment that the Agency may receive.

Sales and Use Tax Revenue (§ 17C-5-303(2))

The Agency does not anticipate that development within the Project Area will generate any new sales or use tax revenues, and the Agency therefore does not expect to receive any sales or use tax revenue from the Project Area.

Uses of Project Area Funds (§ 17C-5-303(3))

As set forth in the Project Area Plan, the Agency intends to use tax increment generated by development within the Project Area to pay for sewer and other infrastructure improvements necessary for development of the Project Area, or other uses as allowed by the Act.

Combined Incremental Value (§ 17C-5-303(4))

The current market value of the real property within the Project Area is estimated to be approximately $21.34 million. The Agency anticipates that the proposed development projects will involve new capital investment within the Project Area of approximately $69 million. As such, the Agency expects that the combined incremental taxable value of all property within the Project Area will be approximately $90 million upon completion of the proposed development as currently anticipated.

Amount of Project Area Funds used for Administrative Expenses (§ 17C-5-303(5))

The Agency anticipates using not more than five percent of the Project Area funds generated by development within the Project Area to cover the costs and expenses of administering the Project Area. Actual limits on or requirements for the Agency's use of Project Area funds for administrative expenses may be set forth in the various agreements relating to the Project Area.

Property Owned by the Agency (§ 17C-5-303(6))

The Agency does not own any property within the Project Area and does not anticipate acquiring any property within the Project Area. However, the Agency retains the right to acquire property within the Project Area as allowed by the Act.

Other Matters

Detailed financial projections for the Project Area are set forth on the attached **Exhibit A**. These calculations are based on assumptions about future development that may or may not be correct. The figures set forth on the spreadsheet are for illustrative purposes only and shall not be interpreted to limit or obligate the Agency with regard to the receipt or distribution of tax increment from the Project Area.

Exhibit A

Detailed financial projections

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	TOTALS
HIGH END OF RANGE													
VALUE - REAL	$ 90,000,000	$ 90,900,000	$ 91,809,000	$ 92,727,090	$ 93,654,361	$ 94,590,905	$ 95,536,814	$ 96,492,182	$ 97,457,104	$ 98,431,675	$ 99,415,991	$ 100,410,151	
Minus Base Year Value	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	
Incremental taxable Value	$ 68,661,200	$ 69,561,200	$ 70,470,200	$ 71,388,290	$ 72,315,561	$ 73,252,105	$ 74,198,014	$ 75,153,382	$ 76,118,304	$ 77,092,875	$ 78,077,191	$ 79,071,351	
Total tax rate (excl. A&C)	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	
Total increment generated	$ 727,534	$ 737,070	$ 746,702	$ 756,430	$ 766,256	$ 776,179	$ 786,202	$ 796,325	$ 806,550	$ 816,876	$ 827,306	$ 837,840	
TOTAL CITY INCREMENT													
Tax Rate	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	
Increment - Real	$ 129,632	$ 131,332	$ 133,048	$ 134,781	$ 136,532	$ 138,300	$ 140,086	$ 141,890	$ 143,711	$ 145,551	$ 147,410	$ 149,287	
Percent to City	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	
Percent to Agency	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Amount to City	32,408	$ 32,833	$ 33,262	$ 33,695	$ 34,133	$ 34,575	$ 35,021	$ 35,472	$ 35,928	$ 36,388	$ 36,852	$ 37,322	$ 417,890
Amount to Agency	97,224	$ 98,499	$ 99,786	$ 101,086	$ 102,399	$ 103,725	$ 105,064	$ 106,417	$ 107,784	$ 109,164	$ 110,557	$ 111,965	$ 1,253,669
Housing Allocation	(9,722)	$ (9,850)	$ (9,979)	$ (10,109)	$ (10,240)	$ (10,372)	$ (10,506)	$ (10,642)	$ (10,778)	$ (10,916)	$ (11,056)	$ (11,197)	$ (125,367)
Net	87,502	$ 88,649	$ 89,807	$ 90,977	$ 92,159	$ 93,352	$ 94,558	$ 95,775	$ 97,005	$ 98,247	$ 99,502	$ 100,769	$ 1,128,302
TOTAL COUNTY INCREMENT													
Tax Rate	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	
Increment - Real	$ 50,280	$ 50,919	$ 51,584	$ 52,256	$ 52,935	$ 53,621	$ 54,313	$ 55,012	$ 55,719	$ 56,432	$ 57,153	$ 57,880	
Percent to County	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Percent to Agency	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Amount to County	$ 25,140	$ 25,459	$ 25,792	$ 26,128	$ 26,467	$ 26,810	$ 27,156	$ 27,506	$ 27,859	$ 28,216	$ 28,576	$ 28,940	$ 324,042
Amount to Agency	$ 25,140	$ 25,459	$ 25,792	$ 26,128	$ 26,467	$ 26,810	$ 27,156	$ 27,506	$ 27,859	$ 28,216	$ 28,576	$ 28,940	$ 324,042
Housing Allocation	$ (2,513)	$ (2,546)	$ (2,579)	$ (2,613)	$ (2,647)	$ (2,681)	$ (2,716)	$ (2,751)	$ (2,786)	$ (2,822)	$ (2,858)	$ (2,894)	$ (32,404)
Net	$ 22,617	$ 22,913	$ 23,213	$ 23,515	$ 23,821	$ 24,129	$ 24,441	$ 24,756	$ 25,073	$ 25,394	$ 25,719	$ 26,046	$ 291,637
TOTAL SCHOOL INCREMENT													
Tax Rate	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	
Increment - Real	$ 520,177	$ 528,996	$ 533,882	$ 540,838	$ 547,863	$ 554,958	$ 562,124	$ 569,362	$ 576,672	$ 584,056	$ 591,513	$ 599,045	
Percent to School District	30%	30%	30%	30%	30%	100%	100%	100%	100%	100%	100%	100%	
Percent to Agency	70%	70%	70%	70%	70%	0%	0%	0%	0%	0%	0%	0%	
Amount to School District	$ 156,053	$ 158,099	$ 160,165	$ 162,251	$ 164,359	$ 554,958	$ 562,124	$ 569,362	$ 576,672	$ 584,056	$ 591,513	$ 599,045	$ 4,838,656
Amount to Agency	$ 364,124	$ 368,897	$ 373,718	$ 378,586	$ 383,504	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,868,829
Housing Allocation	$ (36,412)	$ (36,890)	$ (37,372)	$ (37,859)	$ (38,350)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (186,883)
Net	$ 327,712	$ 332,007	$ 336,346	$ 340,728	$ 345,153	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,681,946
TOTAL CUWCD INCREMENT													
Tax Rate	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	
Increment - Real	$ 27,464	$ 27,824	$ 28,188	$ 28,555	$ 28,926	$ 29,301	$ 29,679	$ 30,061	$ 30,447	$ 30,837	$ 31,231	$ 31,629	
Percent to CUWCD	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	
Percent to Agency	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
Amount to CUWCD	$ 8,239	$ 8,347	$ 8,456	$ 8,567	$ 8,678	$ 8,790	$ 8,904	$ 9,018	$ 9,134	$ 9,251	$ 9,369	$ 9,489	$ 106,243
Amount to Agency	$ 19,225	$ 19,477	$ 19,732	$ 19,989	$ 20,248	$ 20,511	$ 20,775	$ 21,043	$ 21,313	$ 21,586	$ 21,862	$ 22,140	$ 247,901
Housing Allocation	$ (1,923)	$ (1,948)	$ (1,973)	$ (1,999)	$ (2,025)	$ (2,051)	$ (2,078)	$ (2,104)	$ (2,131)	$ (2,159)	$ (2,186)	$ (2,214)	$ (24,790)
Net	$ 17,303	$ 17,529	$ 17,758	$ 17,990	$ 18,224	$ 18,460	$ 18,698	$ 18,939	$ 19,182	$ 19,427	$ 19,675	$ 19,926	$ 223,111
TOTAL AVAILABLE - ALL 4 ENTITIES	$ 455,133	$ 461,099	$ 467,124	$ 473,210	$ 479,357	$ 135,941	$ 137,697	$ 139,470	$ 141,260	$ 143,069	$ 144,896	$ 146,741	$ 3,324,996
												NPV	$2,659,126
Total Housing Set Aside	50,570	51,233	51,903	52,579	53,262	15,105	15,300	15,497	15,696	15,897	16,100	16,305	$369,444

THE MIX COMMUNITY REINVESTMENT PROJECT AREA BUDGET

Adopted on _____

REDEVELOPMENT AGENCY OF PROVO CITY

TABLE OF CONTENTS

1. Introduction 1
2. Base Taxable Value (§ 17C-5-303(1)(a)) 1
3. Projected Amount of Tax Increment to be Generated within the Project Area (§ 17C-5-303(1)(b)) 1
4. Project Area Funds Collection Period (§ 17C-5-303(1)(c)) 2
5. Projected Amount of Tax Increment to be Paid to Other Taxing Entities in Accordance with Section 17C-1-410 (§ 17C-5-303(1)(d)) 2
6. Area from which Tax Increment is to Be Collected (§ 17C-5-303(1)(e)) 2
7. Percentage of Tax Increment the Agency is Authorized to Receive (§ 17C-5-303(1)(f)) 2
8. Maximum Cumulative Dollar Amount the Agency is Authorized to Receive (§ 17C-5-303(1)(g)) 3
9. Sales and Use Tax Revenue (§ 17C-5-303(2)) 3
10. Uses of Project Area Funds (§ 17C-5-303(3)) 3
11. Combined Incremental Value (§ 17C-5-303(4)) 3
12. Amount of Project Area Funds used for Administrative Expenses (§ 17C-5-303(5)) 3
13. Property Owned by the Agency (§ 17C-5-303(6)) 3
14. Other Matters 3

1. Introduction

The governing board of the Redevelopment Agency of Provo City (the "Agency") requested that the Agency, with the assistance of hired consultants and staff, prepare a Community Reinvestment Project Area Budget pursuant to the provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated 1953, as amended (the "Act") for The Mix Community Reinvestment Project Area (the "CRA" or the "Project Area"). This Community Reinvestment Project Area Budget (the "Project Area Budget" or the "Budget") is for a project (the "Project") located entirely within the boundaries of Utah County. The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project, the Project Area Plan, and this Budget.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget of the Project Area Plan for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

2. Base Taxable Value (§ 17C-5-303(1)(a))

The base taxable value of locally-assessed real property within the Project Area is estimated to be approximately $21.34 million, although approximately $3.2 million of taxable value represents improvements that will likely be demolished as part of the redevelopment process. After the creation of the Project Area and the designation of a new tax area, the Utah County Assessor and the Utah State Tax Commission will determine the amount of taxable property within the Project Area.

The base taxable value used to calculate the sharing of tax increment pursuant to interlocal agreements with the taxing entities will be set in each interlocal agreement as required by Utah Code § 17C-5-204(6)(a).

3. Projected Amount of Tax Increment to be Generated within the Project Area (§ 17C-5-303(1)(b))

Based on projected new investment of approximately $68 million within the Project Area, the Agency expects that the Project will generate a total of $5.87 million in tax increment over 12 years. Without the development of the Project, the Agency estimates that over the same 12-year period the taxing entities would receive only about $1.70 million in property tax revenues from the same area as the land within the Project Area is not likely to redevelop and is likely to remain vacant.

4. Project Area Funds Collection Period (§ 17C-5-303(1)(c))

The Agency anticipates collecting tax increment from the Project Area for a period of 12 years. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities.

5. Projected Amount of Tax Increment to be Paid to Other Taxing Entities in Accordance with Section 17C-1-410 (§ 17C-5-303(1)(d))

The Agency anticipates collecting a portion of the tax increment from all taxing entities for a period of 12 years as shown in the table below. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the taxing entities. Based on these anticipated percentages, the Agency estimates that the various taxing entities will receive $2.86 million of property tax increment from the Project Area over 12 years as follows:

Taxing Entity	Percent to Agency	Amount to Taxing Entity
Provo City	75%	$ 417,890
Utah County	50%	$ 324,042
Provo City School District	70%	$ 2,012,245
Central Utah Water Conservancy District	70%	$ 106,243
Total		**$ 2,860,420**

6. Area from which Tax Increment is to Be Collected (§ 17C-5-303(1)(e))

The Agency anticipates collecting tax increment from the entire Project Area. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities.

7. Percentage of Tax Increment the Agency is Authorized to Receive (§ 17C-5-303(1)(f))

The Agency anticipates collecting 75 percent of the increment from the City, 50 percent from Utah County, 70 percent from the school district, and 70 percent form Central Utah Water Conservancy District. The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities. From the tax increment that the Agency receives, the Agency may use a small portion to cover the costs of Agency and Project Area administration, as described below. Additionally, the Agency shall retain 10 percent of the total tax increment received by the Agency toward housing in accordance with UCA § 17C-5-307(3). The foregoing sentence notwithstanding, the Agency, at its sole discretion, may choose to not make the allocation described in UCA § 17C-5-307(3) if the conditions described in UCA § 17C-5-307(4) are met.

8. Maximum Cumulative Dollar Amount the Agency is Authorized to Receive (§ 17C-5-303(1)(g))

The actual details of tax increment collected by the Agency will be established via interlocal agreements with the various taxing entities and may include a maximum amount of tax increment that the Agency may receive.

9. Sales and Use Tax Revenue (§ 17C-5-303(2))

The Agency does not anticipate that development within the Project Area will generate any new sales or use tax revenues, and the Agency therefore does not expect to receive any sales or use tax revenue from the Project Area.

10. Uses of Project Area Funds (§ 17C-5-303(3))

As set forth in the Project Area Plan, the Agency intends to use tax increment generated by development within the Project Area to pay for sewer and other infrastructure improvements necessary for development of the Project Area, or other uses as allowed by the Act.

11. Combined Incremental Value (§ 17C-5-303(4))

The current market value of the real property within the Project Area is estimated to be approximately $21.34 million. The Agency anticipates that the proposed development projects will involve new capital investment within the Project Area of approximately $69 million. As such, the Agency expects that the combined incremental taxable value of all property within the Project Area will be approximately $90 million upon completion of the proposed development as currently anticipated.

12. Amount of Project Area Funds used for Administrative Expenses (§ 17C-5-303(5))

The Agency anticipates using not more than five percent of the Project Area funds generated by development within the Project Area to cover the costs and expenses of administering the Project Area. Actual limits on or requirements for the Agency's use of Project Area funds for administrative expenses may be set forth in the various agreements relating to the Project Area.

13. Property Owned by the Agency (§ 17C-5-303(6))

The Agency does not own any property within the Project Area and does not anticipate acquiring any property within the Project Area. However, the Agency retains the right to acquire property within the Project Area as allowed by the Act.

14. Other Matters

Detailed financial projections for the Project Area are set forth on the attached **Exhibit A**. These calculations are based on assumptions about future development that may or may not be correct. The figures set forth on the spreadsheet are for illustrative purposes only and shall not be interpreted to limit or obligate the Agency with regard to the receipt or distribution of tax increment from the Project Area.

Exhibit A

Detailed financial projections

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	TOTALS
HIGH END OF RANGE														
VALUE - REAL		$ 90,000,000	$ 90,900,000	$ 91,809,000	$ 92,727,090	$ 93,654,361	$ 94,590,905	$ 95,536,814	$ 96,492,182	$ 97,457,104	$ 98,431,675	$ 99,415,991	$ 100,410,151	
Minus Base Year Value		$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	$ (21,338,800)	
Incremental taxable Value		$ 68,661,200	$ 69,561,200	$ 70,470,200	$ 71,388,290	$ 72,315,561	$ 73,252,105	$ 74,198,014	$ 75,153,382	$ 76,118,304	$ 77,092,875	$ 78,077,191	$ 79,071,351	
Total tax rate (excl. A&C)		0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	0.010596	
Total increment generated		$ 727,534	$ 737,070	$ 746,702	$ 756,430	$ 766,256	$ 776,179	$ 786,202	$ 796,325	$ 806,550	$ 816,876	$ 827,306	$ 837,840	
TOTAL CITY INCREMENT														
Tax Rate		0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	0.001888	
Increment - Real		$ 129,632	$ 131,332	$ 133,048	$ 134,781	$ 136,532	$ 138,300	$ 140,088	$ 141,893	$ 143,711	$ 145,551	$ 147,410	$ 149,287	
Percent to City		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	
Percent to Agency		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Amount to City		$ 32,408	$ 32,833	$ 33,262	$ 33,695	$ 34,133	$ 34,575	$ 35,021	$ 35,472	$ 35,928	$ 36,388	$ 36,852	$ 37,322	$ 417,890
Amount to Agency		$ 97,224	$ 98,499	$ 99,786	$ 101,086	$ 102,399	$ 103,725	$ 105,064	$ 106,417	$ 107,784	$ 109,164	$ 110,557	$ 111,965	$ 1,253,669
Housing Allocation		$ (9,722)	$ (9,850)	$ (9,979)	$ (10,109)	$ (10,240)	$ (10,372)	$ (10,506)	$ (10,642)	$ (10,778)	$ (10,916)	$ (11,056)	$ (11,197)	$ (125,367)
Net		$ 87,502	$ 88,649	$ 89,807	$ 90,977	$ 92,159	$ 93,352	$ 94,558	$ 95,775	$ 97,005	$ 98,247	$ 99,502	$ 100,769	$ 1,128,302
TOTAL COUNTY INCREMENT														
Tax Rate		0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	0.000732	
Increment - Real		$ 50,260	$ 50,919	$ 51,584	$ 52,256	$ 52,935	$ 53,621	$ 54,313	$ 55,012	$ 55,719	$ 56,432	$ 57,153	$ 57,880	
Percent to County		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Percent to Agency		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Amount to County		$ 25,130	$ 25,459	$ 25,792	$ 26,128	$ 26,467	$ 26,810	$ 27,156	$ 27,506	$ 27,859	$ 28,216	$ 28,576	$ 28,940	$ 324,042
Amount to Agency		$ 25,130	$ 25,459	$ 25,792	$ 26,128	$ 26,467	$ 26,810	$ 27,156	$ 27,506	$ 27,859	$ 28,216	$ 28,576	$ 28,940	$ 324,042
Housing Allocation		$ (2,513)	$ (2,546)	$ (2,579)	$ (2,613)	$ (2,647)	$ (2,681)	$ (2,716)	$ (2,751)	$ (2,786)	$ (2,822)	$ (2,858)	$ (2,894)	$ (32,404)
Net		$ 22,617	$ 22,913	$ 23,213	$ 23,515	$ 23,821	$ 24,129	$ 24,441	$ 24,756	$ 25,073	$ 25,394	$ 25,719	$ 26,046	$ 291,637
TOTAL SCHOOL INCREMENT														
Tax Rate		0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	0.007576	
Increment - Real		$ 520,177	$ 526,996	$ 533,882	$ 540,838	$ 547,863	$ 554,958	$ 562,124	$ 569,362	$ 576,672	$ 584,056	$ 591,513	$ 599,045	
Percent to School District		30%	30%	30%	30%	30%	100%	100%	100%	100%	100%	100%	100%	
Percent to Agency		70%	70%	70%	70%	70%	0%	0%	0%	0%	0%	0%	0%	
Amount to School District		$ 156,053	$ 158,099	$ 160,165	$ 162,251	$ 164,359	$ 554,958	$ 562,124	$ 569,362	$ 576,672	$ 584,056	$ 591,513	$ 599,045	$ 4,838,656
Amount to Agency		$ 364,124	$ 368,897	$ 373,718	$ 378,586	$ 383,504	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,868,829
Housing Allocation		$ (36,412)	$ (36,890)	$ (37,372)	$ (37,859)	$ (38,350)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (186,883)
Net		$ 327,712	$ 332,007	$ 336,346	$ 340,728	$ 345,153	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,681,946
TOTAL CUWCD INCREMENT														
Tax Rate		0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	
Increment - Real		$ 27,464	$ 27,824	$ 28,188	$ 28,555	$ 28,926	$ 29,301	$ 29,679	$ 30,061	$ 30,447	$ 30,837	$ 31,231	$ 31,629	
Percent to CUWCD		30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	
Percent to Agency		70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
Amount to CUWCD		$ 8,239	$ 8,347	$ 8,456	$ 8,567	$ 8,678	$ 8,790	$ 8,904	$ 9,018	$ 9,134	$ 9,251	$ 9,369	$ 9,489	$ 106,243
Amount to Agency		$ 19,225	$ 19,477	$ 19,732	$ 19,989	$ 20,248	$ 20,511	$ 20,775	$ 21,043	$ 21,313	$ 21,586	$ 21,862	$ 22,140	$ 247,901
Housing Allocation		$ (1,923)	$ (1,948)	$ (1,973)	$ (1,999)	$ (2,025)	$ (2,051)	$ (2,078)	$ (2,104)	$ (2,131)	$ (2,159)	$ (2,186)	$ (2,214)	$ (24,790)
Net		$ 17,303	$ 17,529	$ 17,758	$ 17,990	$ 18,224	$ 18,460	$ 18,698	$ 18,939	$ 19,182	$ 19,427	$ 19,675	$ 19,926	$ 223,111
TOTAL AVAILABLE - ALL 4 ENTITIES		$ 455,133	$ 461,089	$ 467,124	$ 473,210	$ 479,357	$ 135,941	$ 137,697	$ 139,470	$ 141,260	$ 143,069	$ 144,896	$ 146,741	$ 3,324,996
												NPV		$2,689,126
Total Housing Set Aside		50,570	51,233	51,903	52,579	53,262	15,105	15,300	15,497	15,696	15,897	16,100	16,305	$369,444

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: EVANDERWERKEN
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: A resolution appointing individuals to the Metropolitan Water District Board. (20-003)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: Three people will be appointed to fill vacancies on the Metropolitan Water District Board. These people have not yet been chosen. Staff will update the agenda information before publishing.

FISCAL IMPACT: None

PRESENTER'S NAME: TBD

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-003

RESOLUTION 2020-

A RESOLUTION APPOINTING INDIVIDUALS TO THE METROPOLITAN WATER BOARD OF PROVO. (20-003)

WHEREAS, the Municipal Council, acting pursuant to Utah Code § 17B-2a-604(2) and Provo City Code § 2.28.040 is responsible to appoint members of the board of trustees of the Metropolitan Water District of Provo; and

WHEREAS, on March 10, 2020, the Municipal Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts are found in the meeting record; and

WHEREAS, after considering the facts presented to the Municipal Council, the Council finds (i) the individuals listed below should be appointed to serve as members of the board of trustees of the Metropolitan Water District of Provo and (ii) such appointment will reasonably further the health, safety and general welfare of the citizens of Provo City.

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

PART I:

1. The citizens whose names appear below are appointed to serve on the Metropolitan Water Board of Provo for the term shown:

Appointee's Name	Ending
TBD	December 31, 2023
TBD	December 31, 2023
TBD	December 31, 2023

2. The aforesaid appointments shall take effect immediately.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: NLA
Department: Development Services
Requested Meeting Date: 03-10-2020

SUBJECT: An ordinance approving various amendments to Provo City Code Title 14 for consistency and stylistic purposes. Citywide application. (PLOTA20200042)

RECOMMENDATION: The Planning Commission has recommended approval (5:0).

BACKGROUND: The Provo City Council has proposed amendments to Titles 14 (Zoning) of the Provo City Code to correspond with recent changes in those Titles.

Most of the proposed changes are minor. A full list is included below:

- Correcting terminology in regards to accessory living spaces in Sections 14.21A.020 and 14.50(9).020

- Adding “Rail Stations” as a land use type to tables in Sections 14.37.050 and 14.37.065 to clarify that rail/bus terminals and stations/airports bicycle parking standards are reflected under the proper land use

- Correcting the design standard reference for the Medium Density Residential (MDR) and High Density Residential (HDR) zones in Sections 14.14B.080 and 14.14B.080

FISCAL IMPACT: None

PRESENTER’S NAME: Aaron Ardmore: (801) 852-640, aardmore@provo.org

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20200042

Development Services

Planning Commission Staff Report
Hearing Date: February 26, 2020

*ITEM #2 Provo City Council Office requests various minor amendments to Titles 14 and 15 to clarify language related to accessory living spaces, bicycle parking, design standard references, and the impact fee schedule. Citywide Impact. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLOTA20200042

Applicant: Provo City Council

Staff Coordinator: Aaron Ardmore

***Council Action Required:** Yes

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is March 11, 2020 at 6:00 p.m.*
2. **Recommend Denial** of the proposed ordinance amendment. *This would be a change from the Staff recommendation; the Planning Commission should state new findings.*

Relevant History: Recent changes to Titles 14 and 15 require updates in the following Sections of Provo City Code.

Neighborhood Issues: This is a city-wide application, no neighborhood issues reported to staff at the time of this report.

Summary of Key Issues:

- Title 14 requires the following minor corrections:
  - Correcting terminology in regards to accessory living spaces in Sections 14.21A.020 and 14.50(9).020, permitted uses;
  - Adding "Rail Stations" as a land use type to tables in Sections 14.37.050 and 14.37.065, bicycle parking;
  - Correcting the design standard reference for the MDR and HDR zones, Sections 14.14B.080 and 14.14B.080.
- Title 15 requires the following minor corrections:
  - Updating the adopted date for Impact Fee Calculations, Section 15.080.060.

Staff Recommendation: Staff recommends that the Planning Commission forward a positive recommendation to the City Council on these various ordinance amendments.

OVERVIEW

The Provo City Council has proposed amendments to Titles 14 and 15 of the Provo City Code to correspond with recent changes in those Titles. The minor changes are as follows:

1. Correcting the wording of accessory living spaces. Past codes referred to these as "accessory apartments", but that changed with the revisions of Chapter 14.30. Changing the term to "accessory living spaces" in Sections 14.21A.020 and 14.50(9).020, creates consistency of terminology throughout Title 14.

2. Adding a new row of "land use type" in the tables found in Sections 14.37.050 and 14.37.065. This change helps to clarify that the following rail/bus terminals and stations/airports bicycle parking standards are reflected under the proper land use.

3. Correcting the referenced sections for design standards from Section 14.34.285 to Section 14.34.287. This fixes a typo, so that the Medium Density Residential (MDR) and High Density Residential (HDR) zones reference the correct design standards found in the Supplementary Development Standards chapter.

4. Updating the adopted date of the impact fees adopted by the Council reflects the most recent Impact Fee Analysis and Impact Fee Facilities Plan (IFFP).

STAFF ANALYSIS

Staff has reviewed the proposed changes and finds that the provided ordinance clean-ups do not significantly alter the referenced Code Sections or vary from the adopted General Plan.

STAFF RECCOMMENDATION

Staff recommends that the Planning Commission forward a positive recommendation to the City Council on these various ordinance amendments.

ATTACHMENTS

1. Proposed Title 14 Amendments

2. Proposed Title 15 Amendment

ATTACHMENT 1 – PROPOSED TITLE 14 AMENDMENTS

ORDINANCE 2020-.

AN ORDINANCE APPROVING VARIOUS AMENDMENTS TO PROVO CITY CODE TITLE 14 (ZONING) FOR CONSISTENCY AND STYLISTIC PURPOSES. (20-004)

WHEREAS, during the implementation of various previously approved code amendments, several questions and corrections have been identified by Council Staff and the editorial staff of Code Publishing; and

WHEREAS, additional clarification has been sought from relevant City staff and the appropriate corrections have been identified; and

WHEREAS, on DATE, 2019, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

WHEREAS, after considering the facts presented to the Municipal Council, the Council finds (i) Provo City Code should be amended as set forth below and (ii) this action 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 Title 14 (Zoning) is hereby amended as follows:

• • •

14.14A.020 Permitted Uses.

…

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

…

(b) Accessory ~~apartments in~~ living spaces in conjunction with existing one-family, detached homes, subject to the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~;

…

14.50(9).020 Permitted Uses.

…

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

…

(d) Accessory ~~dwelling units in~~ living spaces in conjunction with an owner-occupied single dwelling subject to the issuance of a building permit and in accordance with the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~.

…

PART II:

Provo City Code Section 14.37 (Off-Street Parking Standards) is hereby amended as shown in Exhibit A.

PART III:

Provo City Code Section 14.50.100 (PRO Zones Adopted) is hereby repealed in its entirety.

PART IV:

Provo City Code Section 14.14B.080 (Project Plan Approval/Design Review/Design Guidelines) is hereby amended as shown in Exhibit B.

PART V:

Provo City Code Section 14.14C.080 (Project Plan Approval/Design Review/Design Guidelines) is hereby amended as shown in Exhibit C.

PART VI:

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

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

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

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

END OF ORDINANCE.

Exhibit A

14.37.065 Bicycle Parking Spaces Required.

Except as otherwise provided in this Title, the number of bicycle parking spaces for varied uses/areas shall be as follows:

Land Use Type	Long-term Requirement	Short-term Requirement
…		
d) Colleges and universities	1 space for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 5% of projected a.m. peak period daily ridership.	Spaces for 1.5% of a.m. peak period daily ridership.

…

14.37.050 (3) *Reduction in Off-street Parking through Providing Increased Bicycle Parking Spaces*

…

Land Use Type	Long-term Requirement	Short-term Requirement
…		
d) Colleges and universities	1.5 spaces for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 7% of projected a.m. peak period daily ridership.	Spaces for 2% of a.m. peak period daily ridership.

Exhibit B

14.14B.080 Project Plan Approval/Design Review/Design Guidelines.

See Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285~~, Provo City Code.

Exhibit C

14.14C.080 Project Plan Approval/Design Review/Design Guidelines.

See Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285~~, Provo City Code.

ATTACHMENT 2 – PROPOSED TITLE 15 AMENDMENT

ORDINANCE 2020-.

AN ORDINANCE AMENDING PROVO CITY CODE SECTION 15.08.060 (IMPACT FEE CALCULATIONS). (20-004)

WHEREAS, it is proposed that Provo City Code Sections 15.08.060 be amended to reflect the adoption of Resolution 2019-65, on December 10, 2019;

WHEREAS, on DATE, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds (i) Provo City Code should be amended as described herein and (ii) the proposed amendment 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 15.08.06 is hereby amended as set forth.

15.08.060 Impact Fee Calculations.

(1) The impact fees established by this Chapter may not exceed the highest fee justified by the written analysis set forth in the Impact Fee Analysis and Impact Fee Facilities Plan (IFFP) adopted by the Municipal Council on ~~December 11, 2018~~ December 10, 2019.

…

PART II:

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

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

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

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

END OF ORDINANCE.

ORDINANCE 2020-.

AN ORDINANCE APPROVING VARIOUS AMENDMENTS TO PROVO CITY CODE TITLE 14 FOR CONSISTENCY AND STYLISTIC PURPOSES. (20-004)

WHEREAS, during the implementation of various previously approved code amendments, several questions and corrections have been identified by Council Staff and the editorial staff of Code Publishing; and

WHEREAS, on February 26, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed amendments, and after such meeting, the Planning Commission recommended approval to the Municipal Council by a vote of 5:0; and

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; 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 should be amended as described herein and (ii) the proposed amendment 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 Title 14 (Zoning) is hereby amended as follows:

…

14.14A.020 Permitted Uses.

…

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

…

(b) Accessory ~~apartments in~~ living spaces in conjunction with existing one family, detached homes, subject to the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~;

...

14.50(9).020 Permitted Uses.

...

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

...

(d) Accessory ~~dwelling units in~~ living spaces in conjunction with an owner-occupied single dwelling subject to the issuance of a building permit and in accordance with the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~.

...

PART II:

Provo City Code Chapter 14.37 (Off-Street Parking Standards) is hereby amended as shown in Exhibit A.

PART III:

Provo City Code Section 14.50.100 (PRO Zones Adopted) is hereby repealed in its entirety. This action does not repeal the Project Redevelopment Option zones listed in that section, but merely repeals the section containing the list, which is redundant to the table of contents for Title 14.

PART IV:

Provo City Code Section 14.14B.080 (Project Plan Approval/Design Review/Design Guidelines) is hereby amended as shown in Exhibit B.

PART V:

Provo City Code Section 14.14C.080 (Project Plan Approval/Design Review/Design Guidelines) is hereby amended as shown in Exhibit C.

PART VI:

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

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

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

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

END OF ORDINANCE.

Exbibit A

Chapter 14.37

OFF-STREET PARKING STANDARDS

...

14.37.050 Reduction in Off-street Parking Requirements.

...

(3) *Reduction in Off-Street Parking through Providing Increased Bicycle Parking Spaces*. The Planning Commission may approve a reducing of the off-street parking otherwise required by this Chapter if an applicant for such a reduction demonstrates compliance with the bicycle parking space requirements in the table below.

Land Use Type	Long-term Requirement	Short-term Requirement
...		
d) Colleges and universities	1.5 spaces for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 7% of projected a.m. peak period daily ridership.	Spaces for 2% of a.m. peak period daily ridership.

…		

…

14.37.065 Bicycle Parking Spaces Required.

Except as otherwise provided in this Title, the number of bicycle parking spaces for varied uses/areas shall be as follows:

Land Use Type	**Long-term Requirement**	**Short-term Requirement**
…		
d) Colleges and universities	1 space for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 5% of projected a.m. peak period daily ridership.	Spaces for 1.5% of a.m. peak period daily ridership.
…		

…

Exhibit B

14.14B.080 Project Plan Approval/Design Review/Design Guidelines.

See Provo City Code Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285, Provo City Code~~.

Exhibit C

14.14C.080 Project Plan Approval/Design Review/Design Guidelines.

See Provo City Code Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285, Provo City Code~~.

Provo City Planning Commission

Report of Action

February 26, 2020

Item 2* Provo City Council Office requests various minor amendments to Titles 14 and 15 to clarify language related to accessory living spaces, bicycle parking, design standard references, and the impact fee schedule. City Wide Impact. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLOTA20200042

The following action was taken by the Planning Commission on the above described item at its regular meeting of February 26, 2020:

Recommend Approval

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

Motion By: Lisa Jensen
Second By: Robert Knudsen
Votes in Favor of Motion: Andrew Howard, Robert Knudsen, Laurie Urquiaga, Lisa Jensen, and Maria Winden
Maria Winden acted as Chair.

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

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 Staff's presentation to the Planning Commission included the following: Staff gave an overview of the proposal and purpose of the ordinance text amendment.

NEIGHBORHOOD MEETING DATE
- City-wide application; all Neighborhood Chairs received notification.

NEIGHBORHOOD AND PUBLIC COMMENT
- Kaleb Stark asked for clarification on the proposed amendments to Subsection 14.14A.020 and 14.50(9).020 of the City Code. This individual appeared to be interested in provisions that may affect the ability to locate accessory living spaces in a detached accessory structure.

PLANNING COMMISSION DISCUSSION
Key points discussed by the Planning Commission included the following:

- Lisa Jensen asked staff if the amendments to Subsection 14.14A.020 and 14.50(9).020 would impact the allowance for accessory living spaces or accessory apartments in the City. Staff stated that amendments were simply to clarify terminology.
- Andrew Howard commented that instead of using a specific date in the amendment of Subsection 15.08.060(1) of the Provo City Code—involving impact fees calculation—consideration should be given to referencing the applicable current document, so that this subsection would not need to be amended each time the date is changed.

Planning Commission Chair

Director of Development Services

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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees, to the Development Services Department, 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

WELCOME HOME

PLANNING COMMISSION

February 26, 2020

ITEM 2*

Provo City Council Office requests various minor amendments to Titles 14 and 15 to clarify language related to accessory living spaces, bicycle parking, design standard references, and the impact fee schedule.

Citywide Impact

PLOTA20200042

Amendment #1

14.14A.020 & 14.50(9).020

Changing terminology to be Consistent with Chapter 14.30.

14.14A.020 Permitted Uses.

…

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

(b) Accessory ~~apartments in~~ living spaces in conjunction with existing one-family, detached homes, subject to the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~;

…

14.50(9).020 Permitted Uses.

…

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

…

(d) Accessory ~~dwelling units in~~ living spaces in conjunction with an owner-occupied single dwelling subject to the issuance of a building permit and in accordance with the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~.

Amendment #2

14.34.065 & 14.37.050(3)

Adding new “Land Use Type” title to address to properly assign public transit bike parking.

14.37.065 Bicycle Parking Spaces Required.

Except as otherwise provided in this Title, the number of bicycle parking spaces for varied uses/areas shall be as follows:

Land Use Type	Long-term Requirement	Short-term Requirement
…		
d) Colleges and universities	1 space for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 5% of projected a.m. peak period daily ridership.	Spaces for 1.5% of a.m. peak period daily ridership.

…

14.37.050 (3) *Reduction in Off-street Parking through Providing Increased Bicycle Parking Spaces*

…

Land Use Type	Long-term Requirement	Short-term Requirement
…		
d) Colleges and universities	1.5 spaces for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 7% of projected a.m. peak period daily ridership.	Spaces for 2% of a.m. peak period daily ridership.

Amendment #3

14.14B.080 & 14.14C.080

Correcting design guideline references for MDR and HDR zones.

14.14B.080 Project Plan Approval/Design Review/Design Guidelines.

See Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285~~, Provo City Code.

14.14C.080 Project Plan Approval/Design Review/Design Guidelines.

See Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285~~, Provo City Code.

Amendment #4

15.08.060

Updating date for impact fee calculations.

15.08.060 Impact Fee Calculations.

(1) The impact fees established by this Chapter may not exceed the highest fee justified by the written analysis set forth in the Impact Fee Analysis and Impact Fee Facilities Plan (IFFP) adopted by the Municipal Council on ~~December 11, 2018~~ December 10, 2019.

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: Provo City Council Office requests various minor amendments to Titles 15 to clarify the impact fee schedule. Citywide application. (PLOTA20200042)

RECOMMENDATION: The Planning Commission has recommended approval

BACKGROUND: The Provo City Council has proposed amendments to Title 15 (Land Use and Development) of the Provo City Code to correspond with recent changes. Updating the adopted date for Impact Fee Calculations, Section 15.080.060

FISCAL IMPACT: none

PRESENTER'S NAME: Aaron Ardmore: (801) 852-640, aardmore@provo.org

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20200042

ORDINANCE 2020-.

AN ORDINANCE AMENDING PROVO CITY CODE SECTION 15.08.060 (IMPACT FEE CALCULATIONS). (20-004)

WHEREAS, it is proposed that Provo City Code Section 15.08.060 be amended to reflect the adoption of Resolution 2019-65, on December 10, 2019; and

WHEREAS, on February 26, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed amendment, and after such meeting, the Planning Commission recommended approval to the Municipal Council by a vote of 5:0; and

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; 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 should be amended as described herein and (ii) the proposed amendment 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 15.08.060 is hereby amended as set forth.

15.08.060 Impact Fee Calculations.

(1) The impact fees established by this Chapter may not exceed the highest fee justified by the written analysis set forth in the Impact Fee Analysis and Impact Fee Facilities Plan (IFFP) adopted by the Municipal Council on ~~December 11, 2018~~ December 10, 2019.

…

PART II:

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

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

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

END OF ORDINANCE.

Provo City Planning Commission

Report of Action

February 26, 2020

Item 2* Provo City Council Office requests various minor amendments to Titles 14 and 15 to clarify language related to accessory living spaces, bicycle parking, design standard references, and the impact fee schedule. City Wide Impact. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLOTA20200042

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Recommend Approval

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

Motion By: Lisa Jensen
Second By: Robert Knudsen
Votes in Favor of Motion: Andrew Howard, Robert Knudsen, Laurie Urquiaga, Lisa Jensen, and Maria Winden
Maria Winden acted as Chair.

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

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 Staff's presentation to the Planning Commission included the following: Staff gave an overview of the proposal and purpose of the ordinance text amendment.

NEIGHBORHOOD MEETING DATE
- City-wide application; all Neighborhood Chairs received notification.

NEIGHBORHOOD AND PUBLIC COMMENT
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PLANNING COMMISSION DISCUSSION
Key points discussed by the Planning Commission included the following:

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Planning Commission Chair

Director of Development Services

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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees, to the Development Services Department, 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

WELCOME HOME

PLANNING COMMISSION

February 26, 2020

ITEM 2*

Provo City Council Office requests various minor amendments to Titles 14 and 15 to clarify language related to accessory living spaces, bicycle parking, design standard references, and the impact fee schedule.

Citywide Impact

PLOTA20200042

Amendment #1

14.14A.020 & 14.50(9).020

Changing terminology to be Consistent with Chapter 14.30.

14.14A.020 Permitted Uses.

…

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(b) Accessory ~~apartments in~~ living spaces in conjunction with existing one-family, detached homes, subject to the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~;

…

14.50(9).020 Permitted Uses.

…

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

…

(d) Accessory ~~dwelling units in~~ living spaces in conjunction with an owner-occupied single dwelling subject to the issuance of a building permit and in accordance with the requirements of Provo City Code Section 14.30.030 ~~14.46.030, Provo City Code~~.

Amendment #2

14.34.065 & 14.37.050(3)

Adding new “Land Use Type” title to address to properly assign public transit bike parking.

14.37.065 Bicycle Parking Spaces Required.

Except as otherwise provided in this Title, the number of bicycle parking spaces for varied uses/areas shall be as follows:

Land Use Type	Long-term Requirement	Short-term Requirement
…		
d) Colleges and universities	1 space for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 5% of projected a.m. peak period daily ridership.	Spaces for 1.5% of a.m. peak period daily ridership.

…

14.37.050 (3) *Reduction in Off-street Parking through Providing Increased Bicycle Parking Spaces*

…

Land Use Type	Long-term Requirement	Short-term Requirement
…		
d) Colleges and universities	1.5 spaces for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 7% of projected a.m. peak period daily ridership.	Spaces for 2% of a.m. peak period daily ridership.

Amendment #3

14.14B.080 & 14.14C.080

Correcting design guideline references for MDR and HDR zones.

14.14B.080 Project Plan Approval/Design Review/Design Guidelines.

See Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285~~, Provo City Code.

14.14C.080 Project Plan Approval/Design Review/Design Guidelines.

See Sections 15.03.300 and 15.03.310, Chapter 14.04A, and Section 14.34.287 ~~14.34.285~~, Provo City Code.

Amendment #4

15.08.060

Updating date for impact fee calculations.

15.08.060 Impact Fee Calculations.

(1) The impact fees established by this Chapter may not exceed the highest fee justified by the written analysis set forth in the Impact Fee Analysis and Impact Fee Facilities Plan (IFFP) adopted by the Municipal Council on ~~December 11, 2018~~ December 10, 2019.

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: Approval of Proposed Interlocal Agreement between Provo City and the Redevelopment Agency of Provo City. (20-051)

RECOMMENDATION: Approve the resolution as written.

BACKGROUND: Provo City and the Redevelopment Agency have previously approved the sale of 3 holes at the Provo Municipal Golf Course to a developer building a medical school and associated housing. Provo also agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing in order to help meet the infrastructure obligations of the proposed development. This is not related to the balance of the medical school development or a reimbursement for the developer paying to relocate the 3 golf holes.

The proposed interlocal agreements allow for the Redevelopment Agency to capture a portion of the increase in tax revenues associated with the construction of the housing units. The City will use these revenues to pay for enhancements to the golf course and to reimburse the developer for certain sewer improvements needed for the construction of the housing units.

FISCAL IMPACT:

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Pursue economic development initiatives
Job Creation and Diversification
Provide Housing Opportunities

CITYVIEW OR ISSUE FILE NUMBER: 20-051

Provo City *(Redevelopment)*

Staff Memorandum

Medical School

February 4, 2020

Department Head Bill Peperone 852-6402 **Presenter** David Walter 852-6167 **Required Time for Presentation** 15 Minutes **Is This Time Sensitive** No **Case File # (if applicable)** Not applicable	**Purpose of Proposal** • 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 **Action Requested** • 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 **Relevant City Policies** • Pursue economic development initiatives • Job Creation and Diversification • Provide Housing Opportunities **Budget Impact** • Staff is estimating a sum of $6,771,431 from the 15-year tax increment stream **Description of this item** • Previously, the City Council approved the sale of 3 holes at the Provo Municipal Golf Course to a developer who has committed to bringing a for profit medical school and associated housing to the southern end of Provo. The developer agreed to work with the Parks and

	Recreation department to design replacements holes for the three holes that are being transferred. The developer agreed to pay for those relocations. As part of the discussions, the City agreed to use its best efforts to create a tax increment area, now known as a Community Reinvestment Area, on the portion of the development that would be utilized for housing and not for the balance of the medical school development. ● The tax increment area that is being proposed is to assist the developer of the housing in the area meet some of the infrastructure obligations that come with the proposed development. It is not to pay the developer back for the relocation of the three golf course holes. The developer is currently working cooperatively with the Parks and Recreation department to pay for the relocation of the holes. It is important to reiterate that the tax increment will not be used to pay for those improvements. ● 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 housing construction and use it to help pay for the construction of the sewer improvements for the Medical School project and to pay for the proposed enhancements for the golf course. ● 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.
Attachments	**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**

RESOLUTION 2020-.

A RESOLUTION AUTHORIZING PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE REDEVELOPMENT AGENCY OF PROVO CITY FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA. (20-051)

WHEREAS, the Redevelopment Agency of Provo City (the "Agency") and Provo City (the "City") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the Agreement provides that the City consents to the Agency receiving certain property tax increment from a portion of the Provo Medical School Community Reinvestment Project Area (the "Project Area") attributable to the City's tax levy and that such tax increment be used to fund the Project Area and the Provo Medical School Community Reinvestment Project Area Plan (the "Plan"); and

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

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

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

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

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

PART I:

1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit 1 is hereby approved and the Mayor, or her 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 A

INTERLOCAL AGREEMENT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**"), and PROVO CITY, a political subdivision of the State of Utah (the "**Taxing Entity**"). The Agency and the Taxing Entity may be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

a. Pursuant to the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid an amount equal to SEVENTY-FIVE percent (75%) of the Taxing Entity's portion of the Tax Increment generated within the Project Area (the "Agency Share") for 12 years, for tax years 2021 through 2032 (to be paid in 2033) inclusive (the "Project Area Funds Collection Period"). The Agency Share shall be used for the purposes set forth in the Act and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the effective date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

e. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $1,253,669 (the "**Maximum Amount**").

f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements

located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

3. No Third-Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

f. No separate legal entity is created by the terms of this Agreement and no

facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

_____
Michelle Kaufusi, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:

The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

PROVO CITY

By: _____
Michelle Kaufusi
Mayor

ATTEST:

By: _____
Name:
Title:

Attorney Review for the Taxing Entity:
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.

_____
Name:

INTERLOCAL AGREEMENT FOR THE PROVO MEDICAL SCHOOL COMMUNITY REINVESTMENT PROJECT AREA

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A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency created the Provo Medical School Community Reinvestment Project Area (the "**Project Area**") and adopted a project area plan for the Project Area (the "**Project Area Plan**") on January 9, 2020, which is incorporated herein by this reference and which includes the legal description and map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing funds equal to a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(60) (hereinafter "**Tax Increment**")), created by development within the Project Area, to assist in the project area development within the Project Area as provided in the Project Area Plan; and

E. WHEREAS the Act authorizes the Taxing Entity to consent to the payment to the Agency of amounts equal to all or a portion of the Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency an amount equal to a portion of the Tax Increment generated by the Project Area attributable to the Taxing Entity's tax levy on taxable property within the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

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H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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

1. **Tax Increment.**

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b. The Taxing Entity hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement for the periods described herein.

c. The Agency Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Agency Share is to be paid.

d. The Agency Share may be paid to the Agency from any funding source available to the Taxing Entity.

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f. The Agency Share shall not include any portion of the Tax Increment generated by the Taxing Entity's tax levy that is attributable to an increase in the Taxing Entity's tax rate pursuant to Utah Code § 59-2-919 and applicable hearing procedures that occurs after the effective date of this Agreement.

g. All Tax Increment generated by the Taxing Entity's tax levy in excess of the Maximum Amount or for periods beyond the end of the Project Area Funds Collection Period shall be paid by Utah County directly to the Taxing Entity.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency may apply the funds collected hereunder to encourage the development of the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to

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the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Specifically, the Agency intends to use all or a portion of the funds received by the Agency to make improvements to the City-owned East Bay Golf Course and related facilities that are adjacent to the Project Area (the "**Golf Course**"). The Agency Board and the Provo Municipal Council have determined, in accordance with Utah Code § 17C-1-409(1)(a)(iii)(E), that such improvements to the Golf Course benefit the Project Area. The Taxing Entity hereby consents to the use of any or all of the Agency Share to fund improvements to the Golf Course and related facilities. Further, the Taxing Entity (i) agrees and consents that the Agency may make payments to Provo City for such improvements to the Golf Course, (ii) acknowledges that it has received written notice as contemplated by Utah Code § 17C-1-410(3)(a), and (iii) hereby waives any election or objection under Utah Code § 17C-1-410(3)(c).

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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 upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, 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 and adopted by 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(3) of the Cooperation Act.

c. Once executed, a copy 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 the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act, upon which this Agreement shall become effective.

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f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. The term of this Agreement shall commence on the publication of the notice described in Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which all of the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2040.

h. Notwithstanding any provision in this Agreement to the contrary, the total cumulative amount of the Agency Share paid to the Agency shall not exceed the Maximum Amount.

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

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. Due Diligence. Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

9. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

DRAFT

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

[Remainder of page intentionally left blank; signature pages follow]

DRAFT

REDEVELOPMENT AGENCY OF PROVO CITY

_____
Michelle Kaufusi, Chairperson

ATTEST:

_____
_____, Secretary

Attorney Review for the Agency:
The undersigned, as 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.

_____
Adam S. Long

[signatures continue on next page]

DRAFT

PROVO CITY

By: _____
Michelle Kaufusi
Mayor

ATTEST:

By: _____
Name:
Title:

Attorney Review for the Taxing Entity:
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.

_____
Name:

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PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMCKNIGHT
Department: Public Works
Requested Meeting Date: 03-10-2020

SUBJECT: A presentation regarding Stormwater Quality Updates. (20-050)

RECOMMENDATION: Public Works will be bringing to the next regular Council meeting changes to the Drainage Manual and Title 18 of City Code to address the State of Utah's new retention/low-impact development rule.

BACKGROUND: At a December 2019 Council meeting, Public Works presented generally on the topic of upcoming State of Utah rule changes regarding stormwater retention and low-impact development. Now that the rule is going into effect, they are presenting the specific changes they are recommending be adopted in the Storm Drainage Manual and to Title 18 of City Code.

FISCAL IMPACT: None

PRESENTER'S NAME: Rob Hunter

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: Recommended changes to City Code and adopted Drainage Manual.

CITYVIEW OR ISSUE FILE NUMBER: 20-050

ORDINANCE 2020-.

AN ORDINANCE AMENDING PROVO CITY CODE RELATING TO ~~SECTION 18.03.040~~PRIVATE STORM WATER FACILITY MAINTENANCE AND THE STORM DRAINAGE SYSTEM DESIGN AND MANAGEMENT MANUAL. CITYWIDE APPLICATION. (20-050)

WHEREAS, it is proposed that Provo City Code Section~~s~~ 18.03.040 and the Storm Drainage System Design and Management Manual be amended to meet the State of Utah's new retention / low-impact development rule. and;

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds (i) Provo City Code should be amended as described herein and (ii) the proposed amendment 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~~Title~~ 18.03.040 is hereby amended as set forth in Exhibit A.

PART II:

The Provo City Storm Drainage System Design and Management Manual is hereby amended as set forth in Exhibit B.

PART III:

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

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

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

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

END OF ORDINANCE.

Exhibit A

Commented [BJ1]: We will need to make sure when this goes to Code Publishing (and Exhibit B as well) that they can actually see the redline version. We've had problems in the past where the changes are made in Track Changes mode instead of being actually shown with strikethroughs and font color changes in the base text.

18.03. 040

Private ~~Utility~~ Storm Water Facility Maintenance ~~Agreements~~.

Storm water facilities located on private property shall be the responsibility of the property owner, unless it collects or conveys public storm water. The requirements for this Section apply to all ~~projects proposing~~ private storm ~~drainage~~ water ~~systems~~ facilities.~~that are required to submit a plan that is subject to the Provo City development review process.~~

(1) ~~The Developer shall provide a Private Utility Maintenance Agreement for all components of the proposed private drainage system. The agreement shall include, but not be limited to, the following: storm drain piping, storm water inlet boxes, storm drain junction boxes, detention facilities, retention facilities, flow restriction devices, water quality devices, diversion structures, and screening devices~~ It shall be the sole responsibility of the owner to keep the private storm water facility in good repair, and to perform necessary repairs and maintenance at the owner's expense. It shall be the responsibility of the owner to, at their own expense, remove floatables, silt, and other debris from the private storm water facility.

(2) ~~The maintenance agreement shall adequately describe the following:~~It shall be the responsibility of the private storm water facility owner to inspect the private storm water system on an as needed basis, but no less than every other year. The owner shall submit proof of inspections to the City via email at stormwater@provo.org, and/or use the City provided system ComplianceGo to track and submit inspections. At a minimum, proof of inspection shall include:

(a) ~~The party responsible for executing the maintenance agreement, i.e., homeowners association, property owner, etc~~The date of inspection.

(b) ~~Extent of the maintenance activities to be performed~~Name and signature of inspector.

(c) ~~Frequency of proposed recordkeeping and reporting of performed maintenance and inspection activities~~Current ownership information.

(d) A description of the condition of the private storm water facility, including vegetation conditions, sustained ponding, damage or deterioration, and sediment or debris accumulation.

(e) Regular maintenance performed, including frequency.

(e) Repairs and/or special maintenance required for facility to function properly, with deadline and re-inspection date to ensure work was completed.

(3) The owner shall grant access to the City to periodically inspect the private storm water facility. Repairs to and maintenance of private storm drains shall be performed by the owner when requested by the City, at the expense of the owner. Should owner fail to make such repairs upon notice by the City, said repairs may be made by the City and the owner shall be billed for the cost and applicable fines.~~The maintenance agreement shall provide a statement of indemnification that holds the City harmless from any liability in the event of any portion of the drainage system fails to operate properly.~~

~~(4) Private Utility Maintenance Agreements shall be provided in form and substance as required by the Public Works Director or their designee and shall be properly recorded in the Utah County Recorder's office and shall constitute a covenant running with the land and shall be binding on the landowner, executors, assigns, heirs, and any other successor of interest, including any homeowners association, as addressed in Subsection (2)(a) of this Section.~~

~~(Enacted 2014-21)~~

Exbhibit B

...

CHAPTER 3 - **DRAINAGE SUBMITTAL REQUIREMENTS**

Every project, subdivision, or other development that is subject to the development review process shall submit a Storm Drainage Report conforming to the criteria set forth in this Drainage Manual. The Storm Drainage Report shall include sufficient information to allow reviewers to evaluate the effectiveness and acceptability of the proposed project and associated drainage system. Storm Drainage Report requirements vary depending on the following type of City approval being requested:

1. Single residential lot for Building Permit
2. Concept Plan/Rezones
3. Project Plan

The remainder of this section defines the data required to be submitted for each type of development listed above.

3.1 Geotechnical Analysis

A geotechnical report identifying groundwater elevation is required for all developments that lie within the High Water Table Area, as defined in Section 15.03.010(2), Provo City Code. A geotechnical report identifying groundwater elevation may also be required for other areas that are likely to have a shallow groundwater, as determined by the Public Works Director, or their designee. See Chapter 10 of this Drainage Manual for groundwater requirements.

Sites proposing to control their runoff through retention and infiltration are required to submit a field infiltration analysis. The analysis shall include the measured in-situ infiltration rate, and a design infiltration rate using a safety factor of at least 2 in order to account for plugging, silting, and the creation of biofilms over time. For example, if the measured infiltration rate is 6 in/hr, the design infiltration rate shall be no more than 3 in/hr.

3.2 Submittal Requirements for Single-Family Residential Lots

A Lot Grading Plan shall be submitted for single residential lot developments as part of the building permit application. A soils letter identifying groundwater elevation may also be required if not addressed in a previously-approved Project Plan for the subdivision. See Chapter 10 of this Drainage Manual for groundwater requirements.

The Lot Grading Plan shall contain the following information:

DRAWINGS

1. Scale, north arrow, legend, title block showing subdivision name, lot number, date and preparer's name.
2. Property lines, easements, and adjacent rights-of-way.
3. Elevations of the top of curb, sidewalk, existing grade, finished grade, finished floor, garage floor, and other elevations as necessary to depict intentions of grading.
4. Flow arrows that represent the intended flow patterns of finish grade.
5. Private or public drainage facilities within or adjacent to the site.
6. Information required to address specific drainage concerns for the lot, such as geologic hazards, steep slopes, wetlands, high water table area, foundation drain system, existing drainage, etc.
7. See Standard Drawing P-390 for typical lot grading.

A UPDES Common Plan of Development Permit is also required for Single-Family Residential Lots meeting the following criteria:

1. The lot is located in a subdivision platted 1992 or newer.
2. The total subdivision area is 1 acre or larger.
3. It is the first time the lot is having a home constructed on it.

Prior to issuance of a building permit, the Notice of Intent (NOI) must be filed with the State DEQ, and a copy of the signed NOI and Storm Water Pollution Prevention Plan (SWPPP) must be submitted to the City. Which SWPPP

type needs to be submitted to the City depends on the specifics of the site. If the owner and principal contractor for the overall subdivision are also the owner and principal contractor for constructing the home on a specific lot, the home construction can be covered in an overall SWPPP for the subdivision and does not need a separate SWPPP. Otherwise, for a single lot less than 1 acre the UPDES Common Plan Permit template (UTRH00000) should be filled out and submitted to the City. Homebuilders constructing multiple homes within the same subdivision should include all the homes on one SWPPP using the UPDES Construction General Permit (CGP) template (UTRC00000) and submit it to the City. Both SWPPP templates and a link to the NOI submittal can be found at https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

3.3 Submittal Requirements for Concept Plans

Conceptual Plan drawings submitted as part of a rezone request shall include the following drainage-related information:

DRAWINGS

1. Existing drainage-related features, including ditches, canals, swales, structures, storm drains, springs, detention and retention basins, irrigation lines, State waters, Waters of the US, wetlands, etc.
2. Conceptual layout of proposed storm drain facilities, including detention or retention basins ~~if required~~, and long-term water quality BMPs, if required.
3. Existing and proposed storm water discharge locations.
4. Location of FEMA floodway and floodplain boundaries and associated elevations on or adjacent to the property, if applicable.
5. Existing and proposed private or public drainage or irrigation easements.

3.4 Submittal Requirements for Project Plans

A Storm Drainage Report and Management Plan shall be submitted for all developments requiring Project Plan approval, and shall be stamped by a Professional Engineer registered in the State of Utah. The submittal shall contain the following:

REPORTS

1. Title page showing project name, date, preparer's name, seal and signature.
2. Description of existing site conditions including all existing drainage ditches, canals, washes, swales, structures, storm drains, springs, detention and retention basins, irrigation lines, State waters, Water of the US, wetlands, etc.
3. Identify existing points of storm water discharge from the site.
4. Description of off-site drainage and irrigation features upstream or adjacent to the site, and how they affect drainage to the site.
5. Description of proposed facilities that will be used to manage on-site and off-site storm water runoff associated with the development.
6. Exhibit showing topography with labels, watershed delineations used for hydrologic calculations, and arrows indicating flow patterns for each watershed.
7. Hydrologic calculations used to estimate runoff volume and peak flowrate. See Section 4 for hydrology criteria.
8. Hydraulic calculations used to verify existing and proposed facilities have sufficient capacity. See Sections 5-9 for criteria associated with various storm water facilities.
9. Description of FEMA floodway and floodplain boundaries and associated elevations on or adjacent to the property, if applicable. Description of how development activities will comply with floodplain requirements.
10. Identify who will own and maintain storm drain facilities.
11. Identify any private or public drainage or irrigation easements.
12. Identify if the site is within a high groundwater area, if buildings and/or parking areas are proposed below grade, and how the proposed design meets groundwater-related criteria (see Chapter 10)
13. Identify long-term water quality ~~facilities~~ BMPs proposed with the project and provide design calculations. See Chapter 11 for water quality criteria.
14. List of permits applicable to drainage that may need to be obtained, including: Grading Permit, Floodplain Development Permit, US Army Corps of Engineers Permits, and/or Stream Alteration Permit.
15. Conclusions and statements that indicate proposed improvements will comply with City drainage criteria. Identify any requested variance to City drainage criteria, the reason a variance is required, and the proposed alternative solution.

DRAWINGS

1. Location and type of all existing drainage and irrigation structures, clearly labeling whether they are to be removed or protected in place
2. Location, type, top back of curb (TBC) elevation, invert out, and bottom elevation of all proposed and existing "to remain" catch basins.
5. Alignment, size, slope, bottom width, height, side slope, and flow line elevations of all proposed and existing "to remain" channels, ditches, and swales.
6. Location, volume, material, and elevations of all proposed and existing "to remain" detention and retention facilities.

3. Location, diameter, rim elevation, invert in, invert out, and sump elevation of all proposed and existing "to remain" manholes.
4. Alignment, size, slope, material, and flow line elevations, and profiles with hydraulic grade line of all proposed and "to remain" storm drain.
7. Location, volume, material, and elevations of all long-term water quality BMPs.
~~7.~~8. Existing and proposed drainage easements.
~~8.~~9. FEMA floodway and floodplain boundaries and elevations.
~~9.~~10. Other relevant drainage features.

3.5 Storm Water Pollution Prevention Plan

All projects over 1 acre must submit a SWPPP as part of their Project Plan submittal. The SWPPP must following the UPDES Construction General Permit (CGP) template (UTRC00000). Contractor information, if not known at the time, is not needed for Project Plan approval, nor does the NOI need to be filed with the state. However, those items must be completed and submitted to the City before grading and building permits are issued. The CGP template and a link to the online NOI submittal can be found at https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

See Section 3.3 for SWPPP requirements for Single-Family Residential Lots.

Project that do not require a UPDES Permit shall sign the Provo City Acknowledgement of Prohibited Discharges.

3.6 Private Storm Water ~~Utility~~ Facility Maintenance ~~Agreement~~

~~A~~ Regular maintenance and inspections of ~~P~~private ~~Utility Maintenance Agreement~~ drainage facilities is the responsibility of the owner(s) of said facilities. ~~required for all projects approved with private drainage facilities. The Public Works reviewer assigned to the Project Plan review will prepare the agreement and send to the developer for signature. This agreement must be signed to receive Project Plan approval.~~ See ~~Chapter 11~~Section 18.03.040 for minimum maintenance and inspections requirements ~~to be contained within the agreement~~.

3.7 Floodplain Development Permit

All development located wholly or partially within the FEMA Floodplain must obtain a Floodplain Development Permit from the City. Permit requirements are identified in Section 15.05.180, Provo City Code.

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CHAPTER 11 – **WATER QUALITY**

Storm water runoff generated within Provo City is discharged either to the Provo River, Provo Bay, or Utah Lake. Provo's storm water is kept separate from the sewer, and is not treated in the City's sewer treatment plant. However, the City has adopted policies and practices to prevent pollutants from being introduced into storm water, or to remove pollutants from the storm water before it is discharged into the downstream water bodies. Many of these controls are required as part of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Utah Division of Water Quality (DWQ). The City's overall program for storm water quality can be found in the Provo City Storm Water Management Program, which is adopted into City code by reference in Section 18.03.020. The following summarizes the ~~storm water quality~~long-term storm water management ~~-~~requirements specific to proposed development within the City.

Applicability – Requirements of this chapter are applicable to development projects that disturb land greater than or equal to one acre, including projects that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to one acre.

Planning Considerations – Long-term storm water management is more than just a structural Best Management Practice (BMP) or storm drain system. How to properly manage storm water generate on a project site should be considered early, at the planning stage of the development. Waiting until the later stages of design to consider how to manage storm water often results in increased costs and less effective storm water use and management. The project's stakeholders are encouraged to consider the following from the beginning of project development:

- Reducing hard surface area~~,~~ and preserving highly pervious and natural areas that may already be providing bioretention.
- Disconnecting impervious areas, such as directing downspouts to landscaped areas, or sloping parking lots through a vegetated strip.
- Providing space for water quality treatment as close to its runoff source as possible.
- Reviewing potential site constraints that may require alternative treatment methods (see the "Infeasibility" section below).
- Viewing storm water as a resource to naturally irrigate vegetated areas, and in turn reduce common storm water pollutants discharged downstream to the Provo River and Utah Lake, such as oils from vehicles, heavy metals, pet waste, phosphorus that contributes to harmful algal blooms, sediments, trash, and more.

Retention Standard – New development projects must retain the 80th percentile rainfall event. Redevelopment projects (those replacing or improving impervious surfaces on a developed site) must provide either a net gain to onsite retention or a net reduction to impervious surface. Redevelopment projects increasing the impervious surface by greater than 10% must retain the net increase in the volume associated with the 80th percentile rainfall event.

The retention requirement must be accomplished by BMPs that infiltrate, evapotranspire, and/or harvest and reuse the rainwater. Projects must evaluate a Low Impact Development (LID) approach to accomplish this requirement, as detailed within this chapter. Additional guidance can be found in the Utah DWQ's *A Guide to Low Impact Development within Utah.*

Infeasibility – Infiltration Limitations Maps are included in Appendix E, showing areas where meeting the retention standard may be restricted or will require additional analysis to determine its feasibility. The following requirements are based on the areas of concern shown on the map.

- High Water Table: Retention and infiltration systems shall follow the requirements in Chapter 10 – Sensitive Lands, regarding minimum elevation above groundwater. As stated in Chapter 10, a geotechnical report identifying groundwater elevation is required for all developments that lie

within the defined High Water Table Area. If minimum elevation above groundwater cannot be met, an Alternative Method as specified in later sections shall be used.

- Geologic Hazards Area: The Geologic Hazards Areas shown on the map is an approximation of the combined area identified to have potential for land sliding, debris flow, and fault zones, with many of those same areas also subject to the Hillside Development Standards identified in 15.05.160. Proposed projects are required to have geologic reports, which shall include geotechnical analysis and recommendations regarding the suitability of retention and infiltration facilities on the project site. Of special concern are areas either subject to debris flows or where saturation may compromise steep slopes.
- Well Protection Zones: Retention and infiltration systems shall not be allowed within Well Protections Zones 1 and 2 (labeled as "Well Protection Zones" on the maps).
- Low Permeability Soils: Infiltration shall be considered infeasible where the design infiltration rate for in-situ soils, with the minimum safety factor of 2 applied, is below 0.5 in/hr. As a result, development projects over Hydrologic Soils Groups (HSG) C&D – indications from the NRCS Soils Survey that they are low permeability – can assume infiltration is infeasible due to impermeability of the underlying soils. However, if the project desires to accomplish retention and infiltration instead of an Alternative Method, the designer shall submit a field infiltration analysis showing that the design infiltration rate, with the minimum safety factor of 2 applied, is 0.5 in/hr or higher.

There may be other site-specific or project-specific reasons why meeting the retention standard is infeasible, including:

- Soils conditions: This includes contaminated soils or other factors that make infiltration either hazardous or infeasible.
- Steep slopes: Design should account for erosive velocities, and whether saturation may compromise steep slopes. In some cases, this may result in retention facilities being infeasible.
- Accessibility: Some projects, especially projects with a smaller overall footprint, may have project-specific needs and requirements that inhibit the ability to locate a retention facility in an accessible area that allows for maintenance.
- Excessive costs: Projects claiming infeasibility due to excessive costs shall include the estimated costs determined for at least 2 Best Management Practices (BMPs) and the estimated total project costs, to illustrate the impact that meeting the standard would have on overall project costs. Projects claiming infeasibility due to excessive maintenance costs shall also include the estimated maintenance requirements and costs.
- Other project-specific factors: Other factors making the retention standard infeasible shall be documented.

If it is determined that meeting the retention standard on a project is infeasible, the developer and designer are strongly encouraged to meet with City Public Works staff as soon as possible to discuss the constraints, staff feedback on resulting infeasibility, and proposed alternative methods.

Alternative Methods – Alternative methods for providing water quality shall be required for projects that cannot meet the retention standard due to infeasibility. Alternative methods shall be evaluated in the following order, where subsequent alternatives are evaluated after the prior is determined to be infeasible.

- Partial retention – Projects are required meet the retention standard to the maximum extent feasible. Therefore, if it is feasible to retain a portion of the required Water Quality Volume (WQV) but not the entire volume, the feasible volume shall be retained, with the remaining being controlled by alternative methods.
- Treatment LID BMPs – This method may be a viable alternative for projects where infiltration is infeasible due to low permeability in-situ soils, well protection zones, slide areas, sites with contaminated soils, etc. Treatment LID BMPS do not retain and infiltrate the WQV, but provide filtration to remove sediments and other pollutants before being discharged to the storm drain. Treatment LID BMPS are sized to treat the WQV.

- Proprietary in-line water quality devices – These devices, such as particulate filtration systems and hydrodynamic separators, are typically placed at the downstream end of a collection system in-line with the storm drain. Proprietary systems shall be selected, designed, and constructed to provide 80% Total Suspended Solid (TSS) removal from the Water Quality Flow Rate. Approval of such systems shall be contingent on providing 3rd party verification that the system can accomplish 80% TSS removal at the given flow rate. Hydrodynamic separators, given their generally being located within the footprint of a manhole, are acceptable for use within City streets. However, particulate filtration systems are not allowed within City streets.
- Pretreatment – Projects where it was determined all prior alternative methods are infeasible, shall at a minimum meet the pretreatment requirements of Section 11.2.

Water Quality Volume – The Water Quality Volume (WQV) associate with the 80th percentile rainfall is determined by the following calculation, using the Reese method for the runoff coefficient (Method 1 from Utah DWQ's *A Guide to Low Impact Development within Utah*):

$WQV = R_v dA$

Where:

WQV = Water Quality Volume, cf

R_v = runoff coefficient = $0.91i - 0.0204$ (i = impervious cover)

d = 80th percentile rainfall depth, ft (from Table 11-1, converted to feet)

A = drainage area, sf

The 80th percentile rainfall depths are shown in Table 11-1 below, and correspond to the areas shown on the Provo Rain Gauges exhibit in Appendix A. The depths were determine using guidance provided in the Utah DWQ's *A Guide to Low Impact Development within Utah*.

Table 11-1
80th Percentile Rainfall Depths

Rain Gauge	Depth (in)
Olmstead Station 42-6455	0.50
Provo BYU Station 42-7064	0.46
KOVO Radio Station 42-7068	0.44

Water Quality Flow – Some alternative methods are based on a Water Quality Flow (WQF), not volume. These include vegetated strips, particulate filtration systems, and hydrodynamic separators. The WQF shall be based on the following calculation

$WQF = R_v IA$

Where:

WQF = Water Quality Flow, cfs

R_v = runoff coefficient = $0.91i - 0.0204$ (i = impervious cover)

I = 2-yr, 2-hr rainfall intensity, in/hr (see Tables 4-3A thru 4-3C in Chapter 4)

A = drainage area, ac

Storm Water Quality Report – A Storm Water Quality Report shall be submitted for all projects meeting the applicability standard outlined above, using the template contained in Appendix G. The Report template is intended to simply documentation requirements from the MS4 Permit, and summarize what the project did to meet requirements of this section. Additional design calculations, such as storage volume for each BMP, should be attached to the template. Design calculations, including examples of how they are used, are contained within the Utah DWQ's *A Guide to Low Impact Development within Utah* under "Calculation Methods".

Best Management Practices (BMPs) – The following is a list of BMPs identified in the Utah DWQ's *A Guide to Low Impact Development within Utah* that are acceptable for use within Provo City. Standard details for several BMPs are contained within Appendix F. Standard details are not included for BMP types that come in a wide variety of types and applicable sections and details, such as pervious pavement, green roofs, and harvest and reuse.

Fact sheets for each BMP, including typical maintenance and inspection requirements, are included in the Utah DWQ's *A Guide to Low Impact Development within Utah.*

LID BMPs Meeting the Retention Standard

- Rain Gardens – Standard Detail BMP-1A in Appendix F shows typical sections for rain gardens for general use. Standard Detail BMP-1B shows typical sections that shall be used for rain gardens proposed within street planter strips. Use the top section labeled "Retention and Infiltration" to meet the retention standard.
- Bioretention cells – Standard Detail BMP-2 in Appendix F shows typical sections for bioretention cells. Use the top section labeled "Retention and Infiltration" to meet the retention standard.
- Bioswales – Standard Detail BMP-3 in Appendix F shows typical sections for bioswales. Use the top section labeled "Biofiltration and Infiltration" for bioswales intended to meet the retention standard, including for all bioswales with longitudinal slopes less than 1%.
- Pervious Pavement – A standard detail for pervious pavement is not provided within this Manual, due to the wide variety of types and associated details and specifications. Pervious pavement is not allowed in City streets. However, the City allows several types of pervious pavement within off-street parking, including pervious asphalt or concrete, pavers, grasscrete, stabilized gravel, or similar material approved by the Development Services Department. Some restrictions apply, such as minimum stone size, strength standards, and ADA compliance. See the applicable parking standard for your zone in Chapters 6 and 14, Provo City Code. The Utah DWQ's *A Guide to Low Impact Development within Utah* also includes guidance which, when followed, will aid in the long-term effectiveness of the pervious pavement.
- Green Roofs – A standard detail for green roofs is not provided within this Manual. Green roofs are generally proprietary systems, with manufacturer's details and specifications that should be followed.
- Infiltration Basins – Standard Detail BMP-4 in Appendix F shows a typical section for infiltration basins. Infiltration basins are generally used in larger drainage areas, where the retention standard cannot be accomplished by dividing the drainage areas and retaining the WQV closer to the source.
- Infiltration Trench – Standard Detail BMP-5 in Appendix F shows a typical section for infiltration trenches. Infiltration trenches are generally used at the edge of parking lots or other hard surfaces, receiving and infiltrating the sheet (non-concentrated) flow.
- Sumps (Dry Wells) – Proposed sumps shall use Standard Detail P-375, also located in the Provo Standard Drawing Details.
- Underground Infiltration Galleries – A standard detail for underground infiltration galleries is not provided within this Manual, due to the wide variety of types and associated details and specifications. Underground infiltration galleries are not allowed within public street right-of-way, and shall not be used for flow generated within public street right-of-way.
- Harvest and Reuse - A standard detail for harvest and reuse is not provided within this Manual, due to the wide variety of types and associated details and specifications. Harvest and reuse is used to collect and retain runoff from rooftops. The collected rainwater is typically used for watering adjacent landscaped areas, but may be used for other purposes where non-potable water is acceptable, such as vehicle or machinery washing.

Treatment LID BMPs (Alternative Method)

- Rain Gardens with underdrain - Standard Detail BMP-1A in Appendix F shows typical sections for rain gardens for general use. Standard Detail BMP-1B shows typical sections that shall be used for rain gardens proposed within street planter strips. Use the bottom section labeled "Filtration with Underdrain".
- Bioretention Cells with underdrain - Standard Detail BMP-2 in Appendix F shows typical sections for bioretention cells. Use the bottom section labeled "Filtration with Underdrain".
- Bioswales - Standard Detail BMP-3 in Appendix F shows typical sections for bioswales. Use the bottom section labeled "Biofiltration Only" for bioswales not intended to infiltrate, and ensure the longitudinal slope is 1% or greater.

- Pervious Pavement with underdrain – Pervious pavements requiring an underdrain shall be considered treatment LID BMPs.
- Tree Box Filters - A standard detail for a tree box filter is not provided within this Manual, because they are generally proprietary devices with their own design details and specifications. Tree box filters are generally used adjacent to a curb inlet, so the WQV enters and is filtered through the tree box filter, and larger flows are bypassed to the curb inlet.
- Vegetated Strips – Standard Detail BMP-6 in Appendix F shows a typical section for vegetated strips. Vegetated strips receive sheet (non-concentrated) flow from adjacent hard surfaces. They are often used as pretreatment for retention and infiltration BMPs, or can be used as a treatment LID BMP upstream of a receiving channel or detention pond

Landscaping within BMPs – Section 15.20, Provo City Code contains landscape requirements for development. Section 15.20.120, Provo City Code contain landscape requirements specific to street planter strips (parkways). The Utah DWQ's *A Guide to Low Impact Development within Utah* contains additional guidance regarding vegetation selection, including plant selection matrix that includes guidance for climate hardiness zones and the various types of LID BMPs.

Vegetation plays a vital role in LID BMPs. It reduces pollutants through phytoremediation, protects the underlying soil from erosion, increases percolation rates, increases aesthetics, reduces the heat island effect of urbanization, and has been shown to contribute to mental health. For this reason, notes for the standard details of several of the BMPs contain minimum coverage requirements.

Per Section 15.20.120 (2), Provo City Code, maintenance of and providing irrigation for the street planter strip is the responsibility of the adjacent property owner. The City will perform inspections, repairs, and significant maintenance for BMPs located in the street planter strip. Regular maintenance of vegetation within the BMP shall remain the responsibility of the adjacent land owner. For this reason, vegetation for BMPs in the street planter strip of new residential developments should be low maintenance. Options include turf grass, or rock mulch and low maintenance plants that do not require regular pruning.

An important consideration for plant selection is tolerance to salt or other deicing agents during the winter. This is especially true for BMPs within the plater strip of collector streets, arterials, and heavily-used commercial parking lots that likely to require frequent plowing and salting during winter storms. But salt tolerance should also be considered for BMPs receiving flow from any street, parking lot, or other hard surface likely to require deicing during the winter. Consult with your landscape architect to determine salt-tolerant plants. Regarding turf grasses specifically, although Kentucky Bluegrass is overall high performing and a very popular choice locally, it has been found in several academic studies to have low tolerance to salts. Tall fescue is also commonly available, and has generally been found to have moderate tolerance to salts. Red fescue and hard fescue are more salt tolerant, but may be harder to find as local sods. An option to consider is seeding with a mixture grass types, which may help increase the turf's ability to tolerate the various conditions it is likely to experience. Besides becoming an eye-sore, coverage of less than 80% significantly inhibits plants' ability to remediate storm water pollution.

To mitigate the risk of wood mulches being conveyed to the storm drain, wood mulches are only allowed where design floods (10-yr and 100-yr) are diverted around or ponded within (not conveyed through) the BMP. Wood mulch shall not be used in BMPs within the street planter strip. In BMPs where wood mulch is allowed, it shall be well-aged, hardwood mulch.

BMP Location – BMPs located within City streets shall only be for flow generated within the street right-of-way and single-family residential lots. Water quality treatment for all other types of development shall be accomplished within the development itself before it enters the public storm drain system.

Pretreatment – ~~Pretreatment –~~ A pretreatment device is required prior to any connection into a public storm drain system or water body, or into any underground detention or retention basin system. This includes sumps (dry wells) or similar Class V Injection well. Pretreatment is also encouraged upstream of retention and treatment BMPs, as it can prolong the life of the BMP and/or lower the frequency of required maintenance. Pretreatment devices must meet the manufacturer's design requirements. Pretreatment devices should be designed to, at a minimum, remove floatable contaminants and filter or settle out sediment. Examples of acceptable pretreatment devices include:

- Snouts or similar hooded outlet cover at the pipe outfall from inlets, with a sediment trap below the pipe invert that follows the manufacturer's design recommendation.
- A minimum 12" sediment trap at all inlets, and an isolation chamber with maintenance access provided for ~~a private~~ underground detention system~~s~~.
- ~~Hydrodynamic separators located at the downstream end of a private system before it discharges to the public storm drain, sized according to manufacturer's design requirements.~~Vegetated strips or sediment traps at the upstream end of infiltration BMPs.

Other pretreatment devices may be accepted with approval from the Public Works Director, or their designee.

~~SWPPPs – Storm Water Pollution Prevention Plans are plans developed to prevent contaminated discharge from construction sites. Requirements for SWPPPs are included with submittal requirements contained in Chapter 3.~~

~~Private Utility Maintenance Agreements – Long-term storm water control for developments is part of the City's MS4 requirements. As stated in Chapter 3, a Private Utility Maintenance Agreement is required for all projects approved with private drainage facilities. This agreement acts as the document detailing the long-term maintenance and inspection for the private storm drain facilities contained within a development. The agreement shall contain the following minimum maintenance and inspection requirements for storm water facilities that the owner will be required to perform:~~

~~The owner shall maintain the private storm water in accordance with Provo City Ordinance 18.03.060.~~
~~It shall be the sole responsibility of the owner to keep the private storm drain utilities in good repair.~~
~~It shall be the responsibility of the owner to inspect the private storm drain system on an annual basis, and to remove floatables, silt, and other debris at the sole expense of the owner. The owner will grant access to the City to periodically inspect the private storm drain system. The owner shall submit inspections to the City via email.~~
~~Repairs to and maintenance of private storm drains shall be at the expense of the owner and shall be performed by the owner when requested by the City. Should owner fail to make such repairs upon notice by the City, said repairs may be made by the City and the owner shall be billed for the cost thereof.~~
~~Other specific requirements may be included, based on project specifics.~~

Maintenance of BMPs – Typical maintenance and inspection requirements and frequencies are included in Fact sheets for each BMP in the Utah DWQ's *A Guide to Low Impact Development within Utah.* See Chapter 12 and Section 18.03.040 for maintenance requirements for private storm water facilities.~~*drainage system*~~

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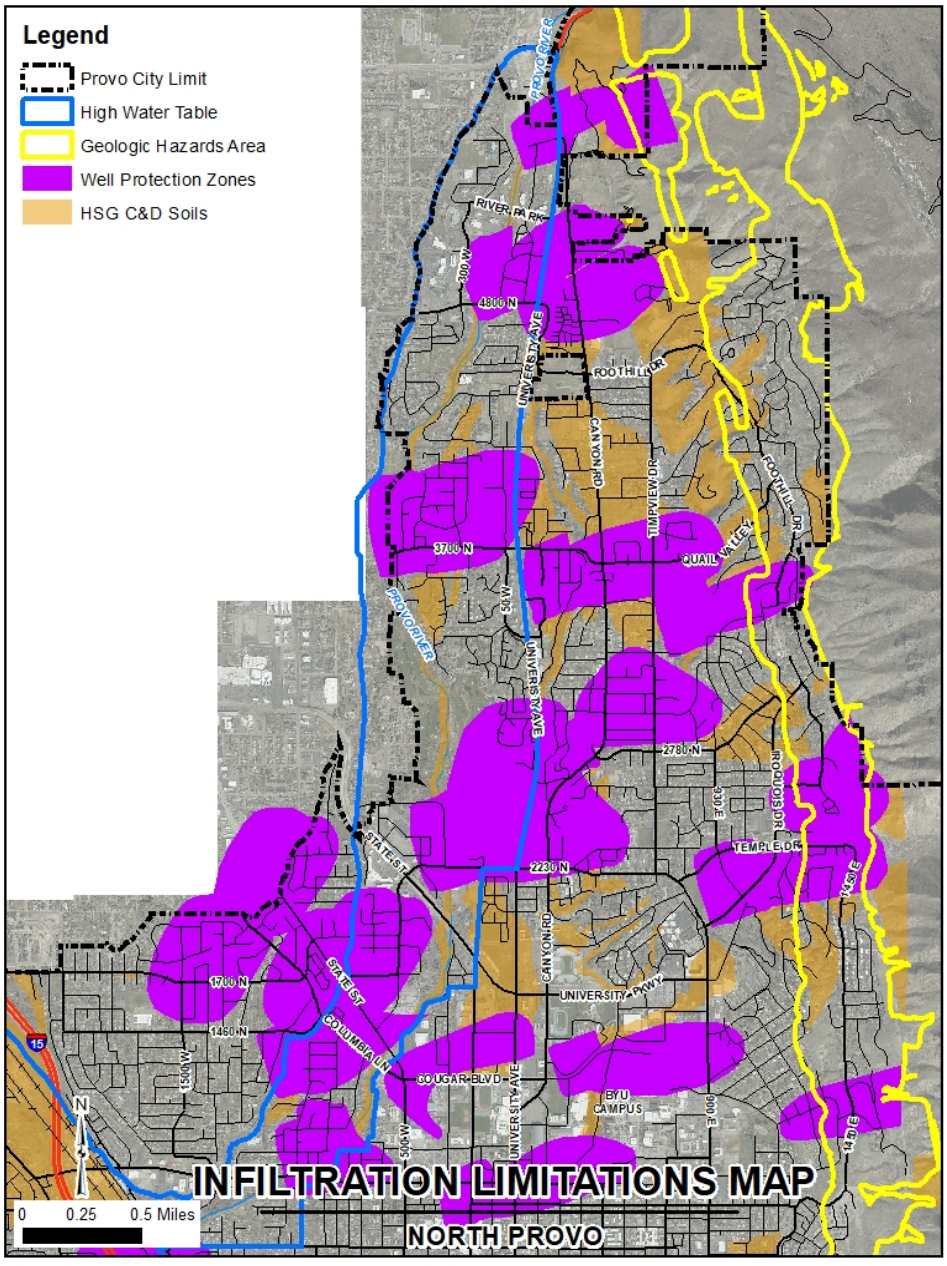
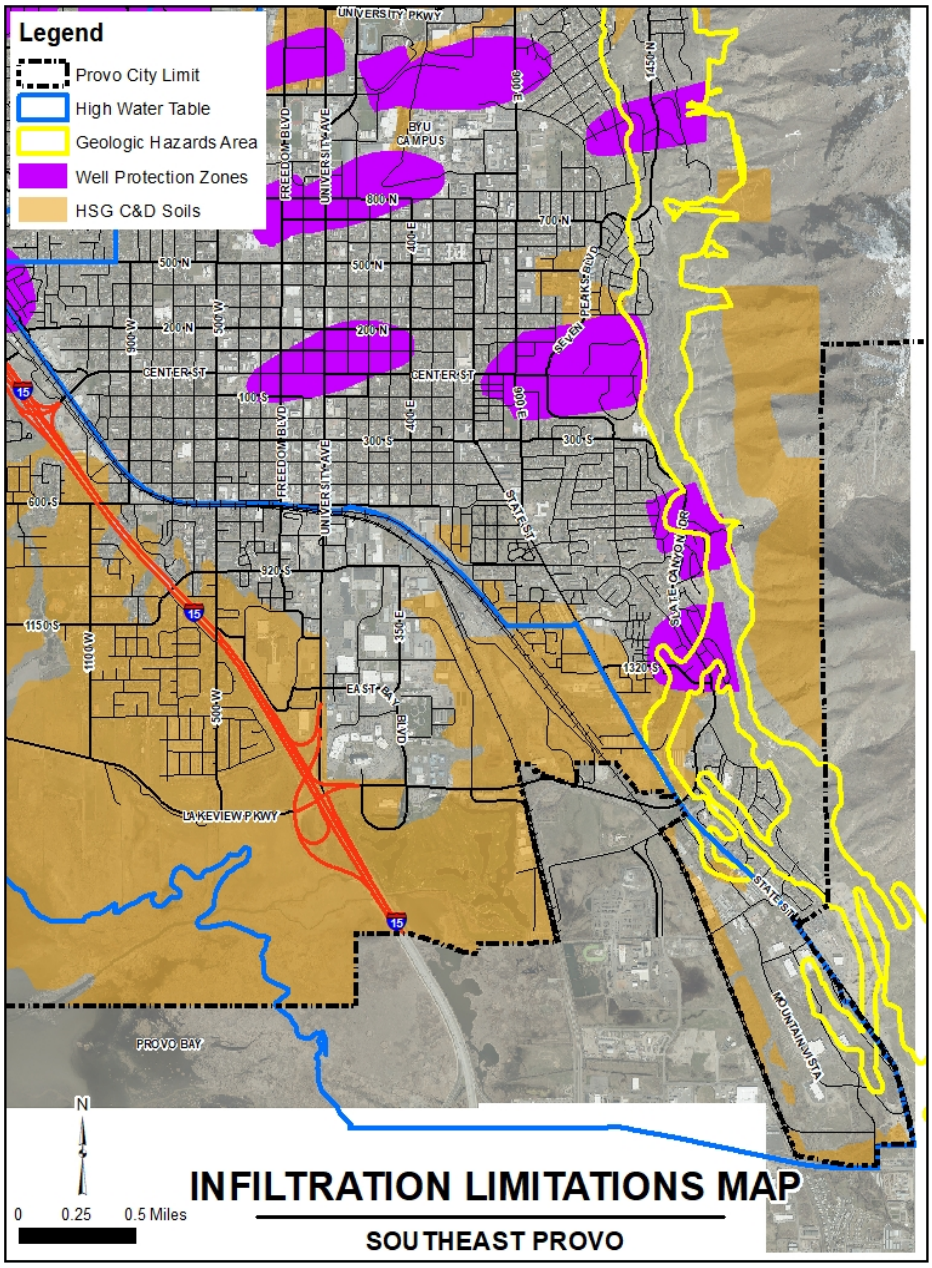
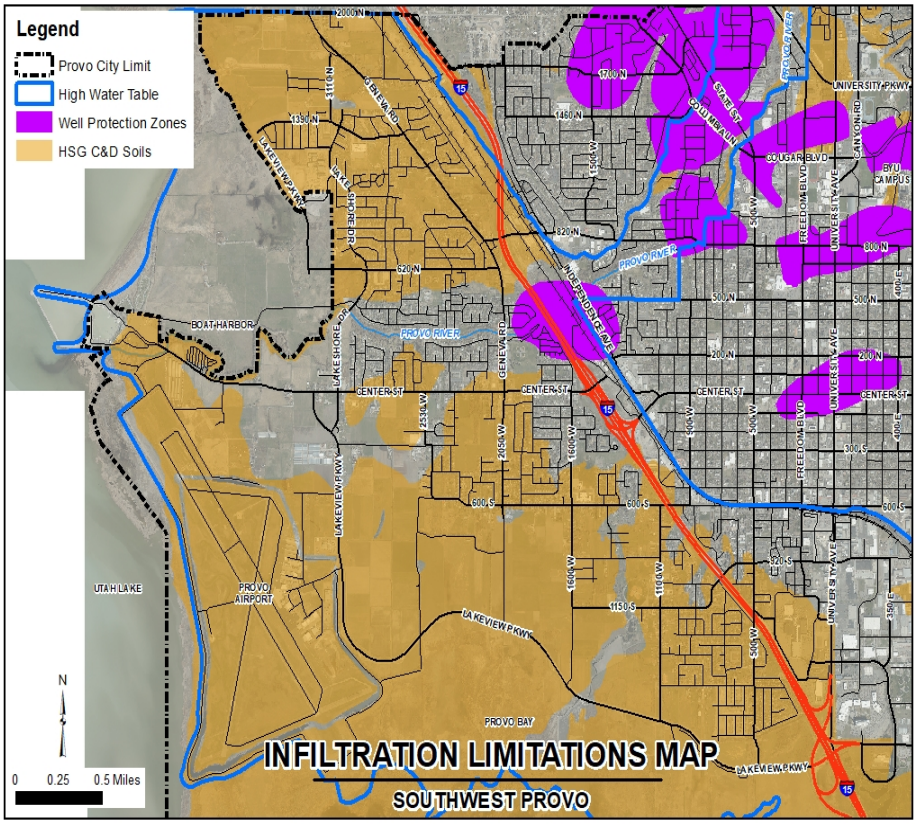
APPENDIX E

Infiltration Limitations Maps

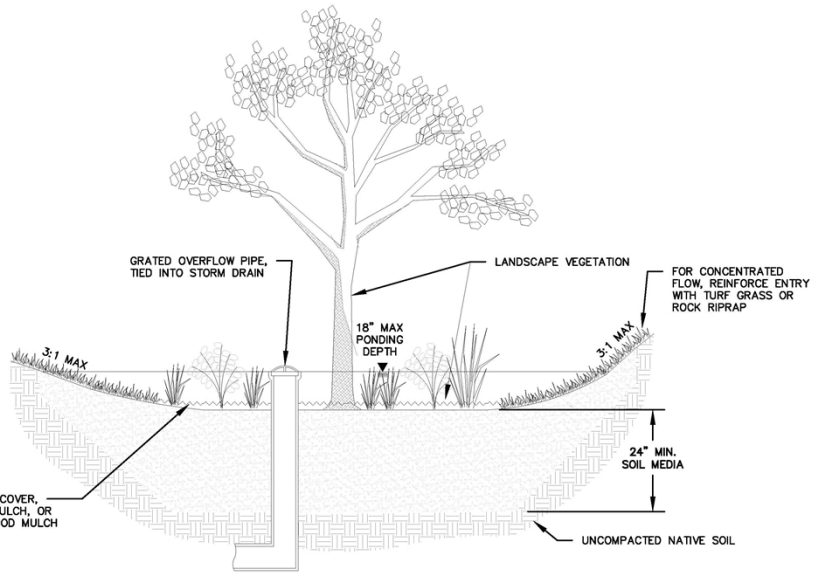

Legend
Provo City Limit
High Water Table
Geologic Hazards Area
Well Protection Zones
HSG C&D Soils
PROVO RIVER
RIVER PARK
300 W
4800 N
UNIVERSITY AVE
FOOTHILL DR
CANYON RD
TIMPVIEW DR
FOOTHILL DR
QUAIL VALLEY
3700 N
50 W
PROVO RIVER
UNIVERSITY AVE
2780 N
330 E
IROQUOIS DR
TEMPLE DR
STATE ST
2230 N
1450 E
CANYON RD
1700 N
STATE ST
UNIVERSITY PKWY
1460 N
COLUMBIA LN
15
1500 W
COUGAR BLVD
UNIVERSITY AVE
BYU CAMPUS
900 E
500 W
1450 E
N
INFILTRATION LIMITATIONS MAP
0 0.25 0.5 Miles
NORTH PROVO


Legend
Provo City Limit
High Water Table
Geologic Hazards Area
Well Protection Zones
HSG C&D Soils
UNIVERSITY PKWY
BYU CAMPUS
FREEDOM BLVD
UNIVERSITY AVE
CENTER ST
SEVEN PEAKS BLVD
STATE ST
STATE CANYON DR
MOUNTAIN VISTA
LAKEVIEW PKWY
PROVO BAY
N
0 0.25 0.5 Miles
INFILTRATION LIMITATIONS MAP
SOUTHEAST PROVO

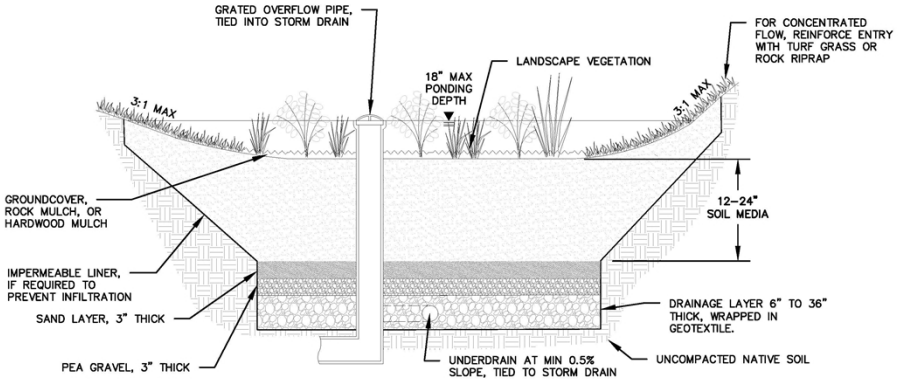

Legend
Provo City Limit
High Water Table
Well Protection Zones
HSG C&D Soils
INFILTRATION LIMITATIONS MAP
SOUTHWEST PROVO
0 0.25 0.5 Miles
N
BOAT HARBOR
UTAH LAKE
PROVO AIRPORT
PROVO BAY
PROVO RIVER
LAKEVIEW PKWY
GENEVA RD
CENTER ST
INDEPENDENCE AVE
COLUMBIA LN
STATE ST
UNIVERSITY PKWY
COUGAR BLVD
FREEDOM BLVD
UNIVERSITY AVE
CANYON RD
BYU CAMPUS
LAKESHORE DR
2000 N
1700 N
1460 N
1390 N
1110 N
820 N
620 N
500 N
200 N
300 S
600 S
920 S
1150 S
2530 W
2050 W
1600 W
1100 W
500 W
400 E
350 E

APPENDIX F

Long-Term Storm Water Quality BMPs



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

RAIN GARDEN

STANDARD DETAIL
BMP-1A
NOT TO SCALE
REVISED DATE: 03/01/2020

Rain Garden

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Rock Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner, Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection in BMPs. Minimum 65% vegetative cover. Wood mulch only allowed where design floods are diverted around or ponded within rain garden (not conveyed through with velocity). Rain gardens requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

I. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

J. Rock Mulch: Decorative rock at least 1" in diameter.

K. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Rain garden native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities prior to constructing the rain garden. Avoid BMP footprint when possible.

C. Construction of rain garden shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

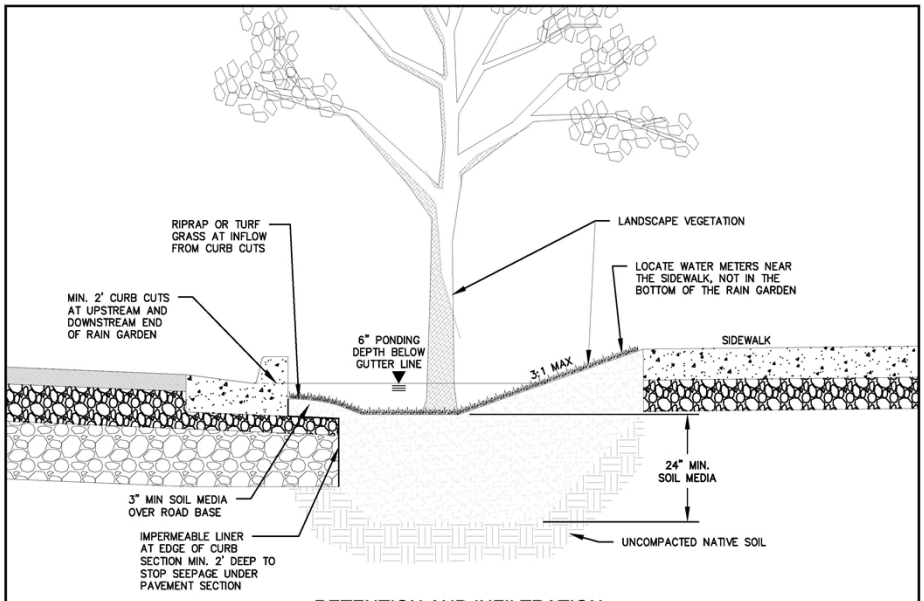
K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

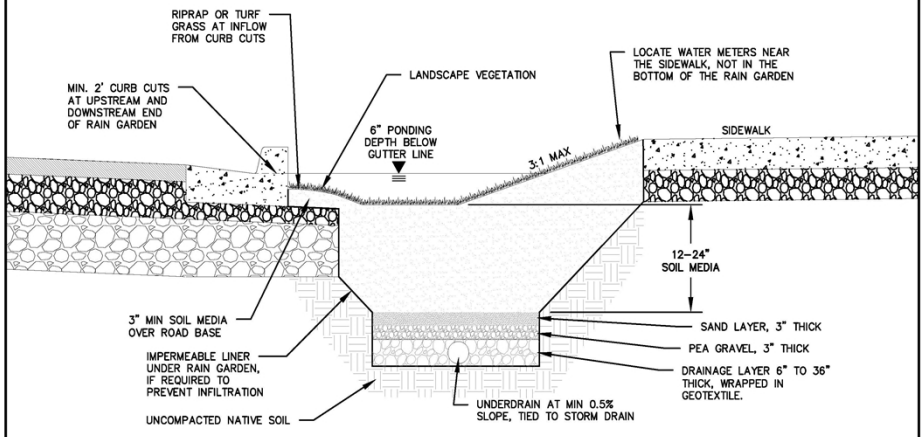
provo PUBLIC WORKS

RAIN GARDEN

STANDARD DETAIL
BMP-1A
NOT TO SCALE
REVISED DATE: 03/01/2020



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

RAIN GARDEN IN STREET PLANTER STRIP

SHEET 1 OF 2

STANDARD DETAIL

BMP-1B

NOT TO SCALE

REVISED DATE: 03/31/2020

Rain Garden in Street Parkway

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20.120 - Parkways, Provo City Code for vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Either (a) turf grass or (b) rock mulch and low maintenance plants that do not require regular pruning must be installed for new residential developments, for ease of maintenance by homeowner. No wood mulch allowed in rain gardens in street planter strips. Rain gardens requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

J. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

K. Rock Mulch: Decorative rock at least 1" in diameter.

3. EXECUTION

A. Rain garden native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities (including gas and communication/power conduits) prior to constructing the rain garden. Locate with consideration of the rain garden's drainage characteristics.

C. Construction of rain garden shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

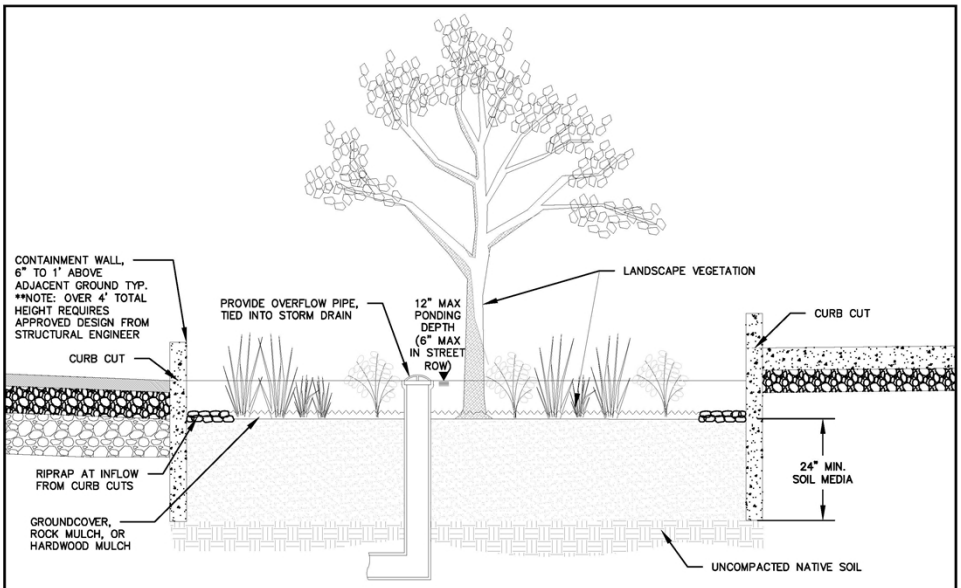
K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

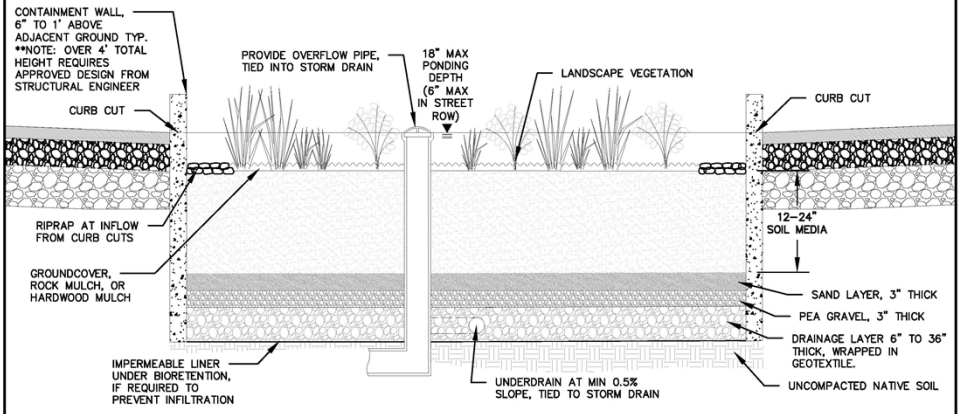
provo PUBLIC WORKS

RAIN GARDEN IN STREET PLANTER STRIP

STANDARD DETAIL
BMP-1B
NOT TO SCALE
REVISED DATE: 03/31/2020



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

BIORETENTION CELL

SHEET 1 OF 2

STANDARD DETAIL
BMP-2

NOT TO SCALE

REVISED DATE: 03/31/2020

Bioretention Cell

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Rock Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner, Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Wood mulch only allowed where design floods are diverted around or ponded within bioretention cell (not conveyed through with velocity). No wood mulch in cells in street planter strips. Bioretention cells requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

I. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

J. Rock Mulch: Decorative rock at least 1" in diameter.

K. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Native subgrades under bioretention shall not be compacted, and heavy construction equipment shall not be allowed within the bioretention cell footprint.

B. Install all utilities prior to constructing the bioretention. Avoid BMP footprint when possible.

C. Construction of bioretention cell shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the bioretention cell during construction. If silt or other debris enters the bioretention cell during construction, remove before construction resumes.

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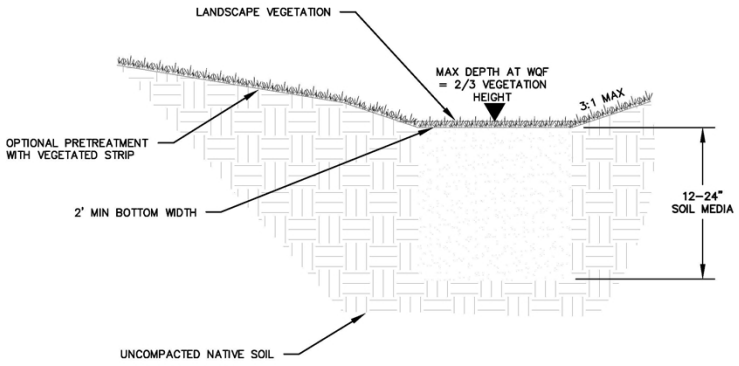
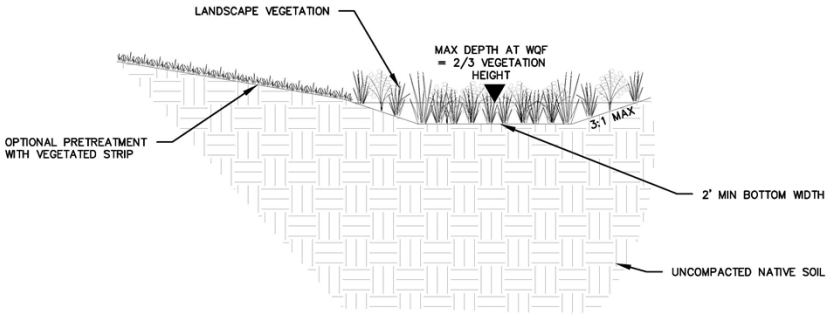
BIORETENTION CELL

STANDARD DETAIL
BMP-2
NOT TO SCALE
REVISED DATE: 03/31/2020



BIOFILTRATION AND INFILTRATION



BIOFILTRATION ONLY

provo PUBLIC WORKS

BIOSWALE

STANDARD DETAIL
BMP-3
NOT TO SCALE
REVISED DATE: 03/31/2020

Bioswales

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Wood mulch not allowed in bioswales due to the swale being intended to convey flow with velocity.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Rock Mulch: Decorative rock at least 1" in diameter. Size rock to withstand design velocities.

3. EXECUTION

A. Bioswales using the bottom section shall have a longitudinal slope of 1% or greater. See design plans for design slope.

B. Bioswale native subgrades shall not be compacted if infiltration is required, and heavy construction equipment shall not be allowed within the bioswale footprint.

C. Install all utilities (including gas and communication/power conduits) prior to constructing the bioswale. Locate with consideration of the bioswale's drainage characteristics.

D. Construction of bioswale shall commence after adjacent and tributary areas are stabilized.

E. For infiltration bioswales: If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

J. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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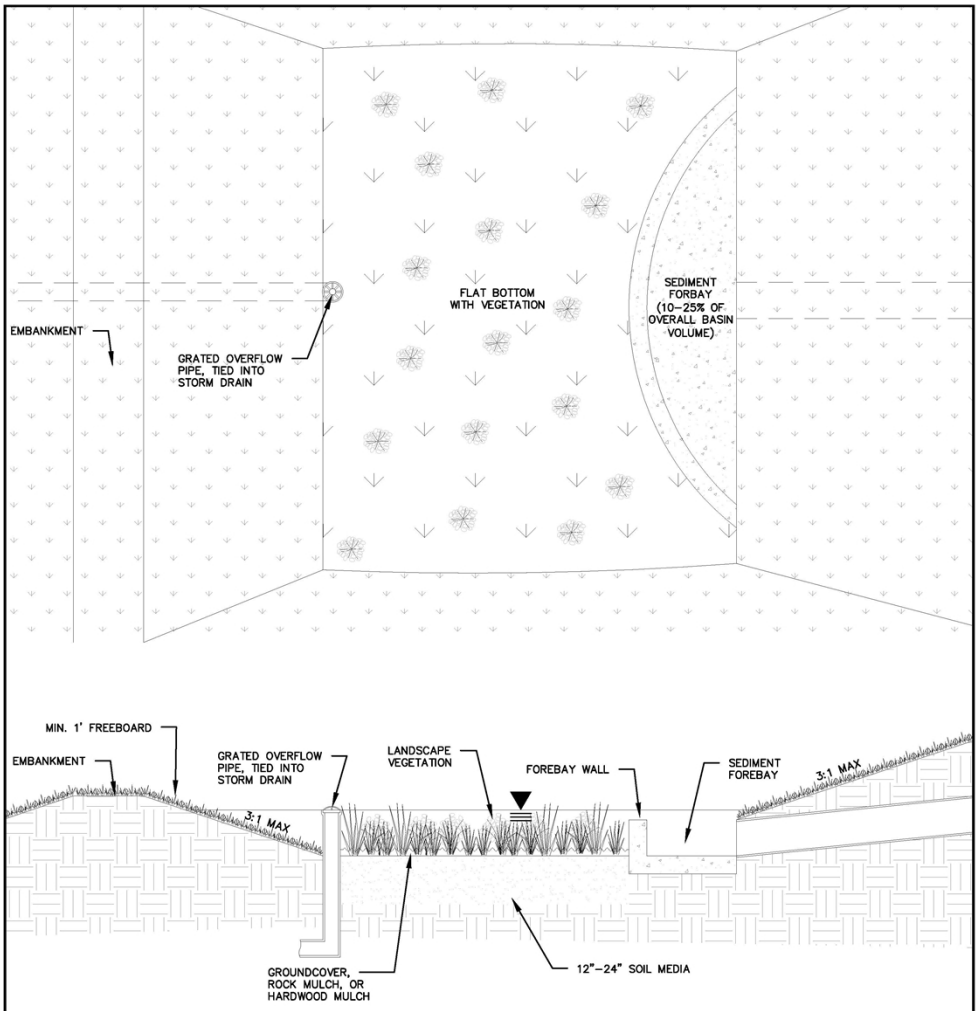
BIOSWALE

STANDARD DETAIL
BMP-3
NOT TO SCALE
REVISED DATE: 03/31/2020



SHEET 1 OF 2

provo PUBLIC WORKS

INFILTRATION BASIN

STANDARD DETAIL

BMP-4

NOT TO SCALE

REVISED DATE: 03/31/2020

Rain Garden

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Rock Mulch: Name of supplier and source.

A.3. Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection in BMPs. Minimum 65% vegetative cover.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Rock Mulch: Decorative rock at least 1" in diameter.

D. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Infiltration basin native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities prior to constructing the basin. Avoid BMP footprint when possible.

C. Construction of infiltration basin shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

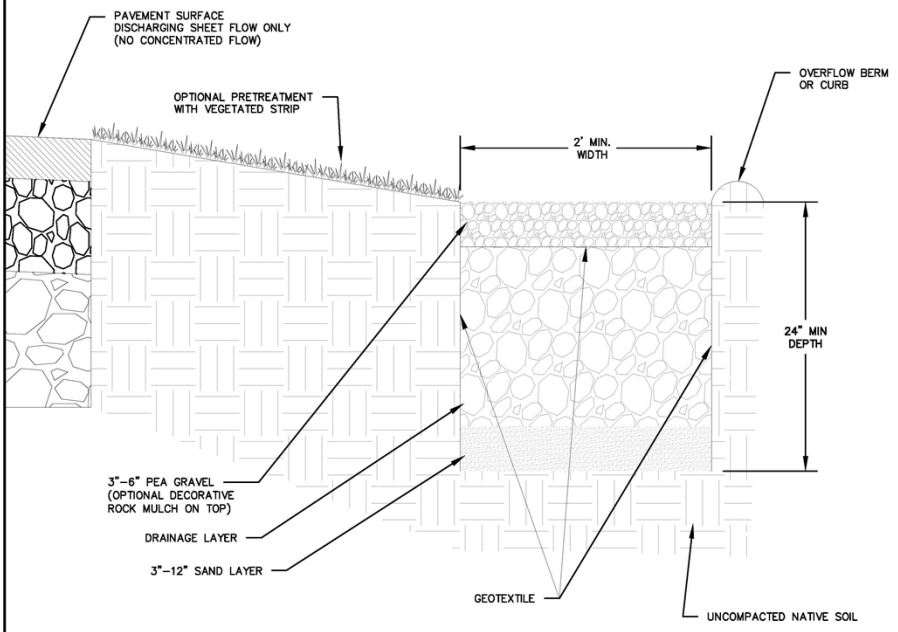
I. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

J. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

provo PUBLIC WORKS

INFILTRATION BASIN

STANDARD DETAIL
BMP-4
NOT TO SCALE
REVISED DATE: 03/31/2020



SHEET 1 OF 2

provo PUBLIC WORKS

INFILTRATION TRENCH

STANDARD DETAIL
BMP-5

NOT TO SCALE

REVISED DATE: 03/31/2020

Infiltration Trench

1. GENERAL

A. Submit before use:

A.1. Sand, Pea Gravel, Sewer Rock: Name of supplier and source.

A.2. Geotextile: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

B. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

C. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

D. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

E. Rock Mulch (optional): Decorative rock at least 1" in diameter.

3. EXECUTION

A. Native subgrades under trench shall not be compacted, and heavy construction equipment shall not be allowed within the infiltration trench footprint.

B. Install all utilities prior to constructing the trench. Avoid BMP footprint when possible.

C. Construction of infiltration trench shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Follow manufacturer's recommendations for geotextile overlapping .

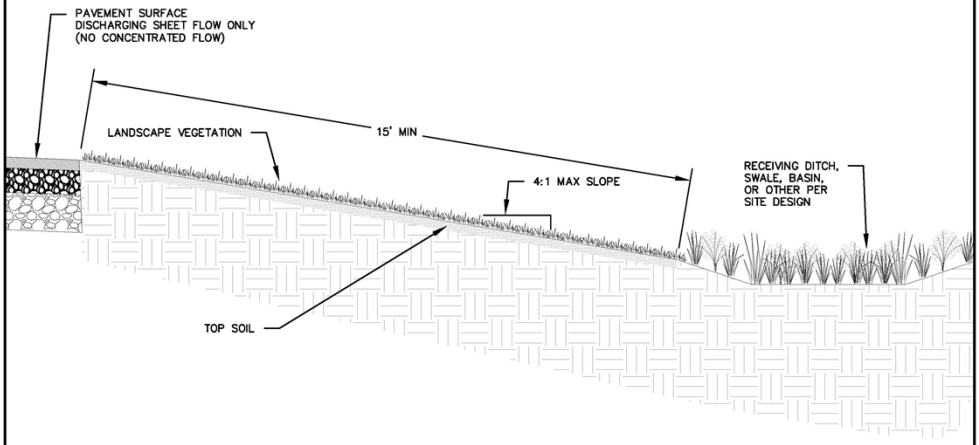
J. Infiltration trenches longitudinal slopes shall be 1% max. No longitudinal slope preferred.

K. Adhere to approved construction SWPPP, including any BMPs required to protect the infiltration trench during construction. If silt or other debris enters the trench during construction, remove before construction resumes.

provo PUBLIC WORKS

INFILTRATION TRENCH

STANDARD DETAIL
BMP-5
NOT TO SCALE
REVISED DATE: 03/31/2020



		SHEET 1 OF 2
provo PUBLIC WORKS	*VEGETATED STRIP*	STANDARD DETAIL BMP-6 NOT TO SCALE REVISED DATE: 03/31/2020

Bioswales

1. **GENERAL**
   A. Submit before use:
      A.1. Top Soil: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.
2. **PRODUCTS**
   A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 80% vegetated cover.
   B. Top Soil: Per Utah Chapter APWA Specification 31 05 13.
3. **EXECUTION**
   A. Vegetated strips shall have a maximum slope of 4:1, and minimum length of 15'. See design plans for design slope and length.
   B. Install all utilities (including gas and communication/power conduits) prior to constructing the vegetated strip. Locate with consideration of the vegetated strip and receiving water body's drainage characteristics.
   C. Construction of vegetated strip shall commence after adjacent and tributary areas are stabilized.
   D. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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VEGETATED STRIP

STANDARD DETAIL
BMP-6
NOT TO SCALE
REVISED DATE: 03/31/2020

APPENDIX G

Storm Water Quality Report Template

provo
PUBLIC WORKS
STORM WATER

Storm Water Quality Report – Template

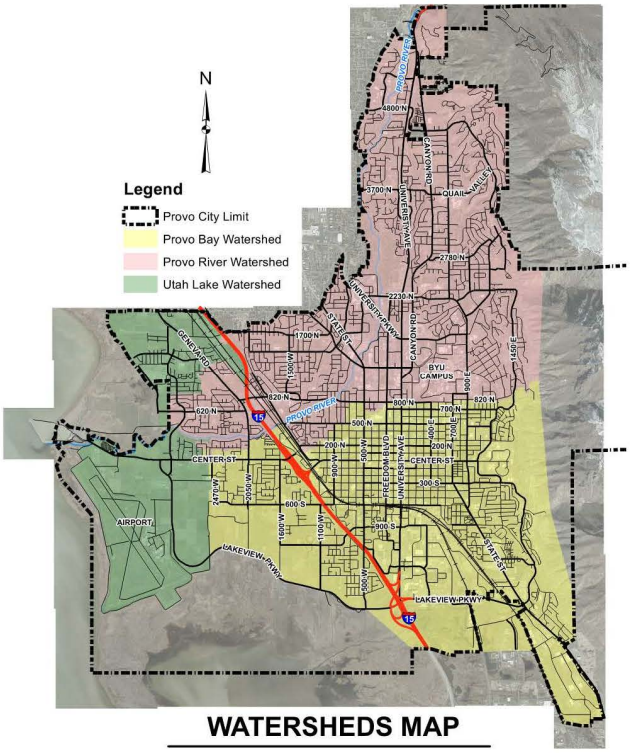
PAGE 1 – PROJECT NAME AND LOCATION

Design Engineer: _____ Date: _____

Project Name: _____ Project Type (circle one): New/Redevelopment

This project discharges to which impaired water body? (see Watershed Map below)

- ☐ Provo River-1
  Impairments: OE Bioassessment
  No Approved TMDL
- ☐ Utah Lake other than Provo Bay
  Impairments: Harmful Algal Blooms, PCB in Fish Tissue, Total Dissolved Solids, Total Phosphorus
  No Approved TMDL
- ☐ Provo Bay portion of Utah Lake
  Impairments: PCB in Fish Tissue, pH, Total Ammonia, Total Phosphorus
  No Approved TMDL



PAGE 2 – STATEMENT OF ADHERENCE TO WATER QUALITY REQUIREMENTS

Check the box that applies to your project.

For redevelopment projects:

Check which situation applies.

☐ The project decreases the site impervious cover by ____ %. Pretreatment was provided for new storm drain connections. *After signing and stamping this document below, you are done.*

☐ The project increases the site impervious cover by less than 10% (actual is ___ %), but increases the onsite retention by _____ cf. *After signing and stamping this document below, you are done.*

☐ The project increases the site impervious cover by 10% or more. *Complete the remaining sections, and sign and stamp this document.*

For development projects:

☐ My project is new development. *Complete the remaining sections below, and sign and stamp this document.*

I, the undersigned, have reviewed the storm water quality design and find this report to be complete, accurate, and current.

[Design Engineer stamp required]

Design Engineer Signature

PAGE 3 –WATER QUALITY REQUIREMENTS

See Chapter 11 for applicable tables and calculations.

Overall Project Information

Project Area, A (ac): _____

Project Imperviousness (%): _____ For redevelopment, use increase only

Project Volumetric Runoff Coefficient, R_V: _____ Rv = 0.91*i* – 0.0204 (*i*=imperviousness)

80th Storm Depth, d (in): _____ From Table 11-1

Total project Water Quality Volume, WQV (cf): _____ WQV = RvdA (A in square feet, and d in feet)

Subsurface Information

Average Depth to Historic High Water from proposed grade (ft): _____

Groundwater or Soil Contamination at Site (type or "none"): _____

Source: _____

Design Infiltration Rate (in/hr): _____

Safety Factor Used: _____

Hydrologic Soil Group: _____

Retention Standard vs. Alternative Methods

This project uses the following method for water quality:

- ☐ The project retains the full WQV with Retention Standard LID BMPs.
- ☐ The project retains a portion of the WQV with Retention Standard LID BMPs, and uses an alternative method(s) for the rest (*check other applicable methods*).
- ☐ The project treats the WQV or Water Quality Flow (WQF) with Treatment LID BMPs.
- ☐ The project treats the WQV or WQF with proprietary in-line water quality devices.
- ☐ The project provides pretreatment methods.

Infeasibility

If retention of the full WQV is infeasible, check the applicable reasons and provide backup information. Attach additional backup information to the report if needed.

☐ High Water Table	☐ Geologic Hazards	☐ Well Protection Zones
☐ Low Permeability Soils	☐ Soils Conditions	☐ Steep Slopes
☐ Accessibility	☐ Excessive Costs	☐ Other Project-Specific Factor(s)

Backup Information:

_____

_____

_____

PAGE 4 – SUMMARY CALCULATIONS

Attached detail sizing calculations to this report for each BMP used

LID Drainage Areas

Add additional rows as needed.

Contributing Drainage Area	Area (ac)	Impervious Area (ac)	Imperviousness (%)	Volumetric Runoff Coefficient, R_v	Water Quality Volume, WQV (cf)
				Total WQV (cf)	

LID BMP Design

Add additional rows as needed.

Contributing Drainage Area	LID BMP Type	Water Quality Volume, WQV (cf)	Runoff Retained (cf)	Percent of Runoff Captured (%)
		Total Volume Retained (cf)		

Percent of WQV captured by LID BMPs: _____%

Describe additional storm water quality measures incorporated into the site:

STORM DRAINAGE SYSTEM DESIGN AND MANAGEMENT MANUAL

March 2020

Table of Contents

CHAPTER 1 - **PURPOSE** 1
CHAPTER 2 - **FEDERAL, STATE, AND LOCAL REGULATIONS** 2
2.1 Federal Laws and Regulations 2
2.2 State Laws and Regulations 2
2.3 Local Code and Regulations 2
CHAPTER 3 - **DRAINAGE SUBMITTAL REQUIREMENTS** 4
3.1 Geotechnical Analysis 4
3.2 Submittal Requirements for Single-Family Residential Lots 4
3.3 Submittal Requirements for Concept Plans 5
3.4 Submittal Requirements for Project Plans 5
3.5 Storm Water Pollution Prevention Plan 6
3.6 Private Storm Water Facility Maintenance 6
3.7 Floodplain Development Permit 6
Chapter 4 - **HYDROLOGY** 7
4.1 Runoff Computational Methods 7
4.2 Design Storm 7
4.3 Rational Method Calculation 9
4.4 SCS Curve Number Method 10
CHAPTER 5 – **STREET DRAINAGE** 13
5.1 Inlets 13
5.2 Additional Street Capacity Considerations 13
CHAPTER 6 - **STORM DRAIN** 14
6.1 Design Considerations 14
6.2 Manholes 15
6.3 Outlet Structures 15
CHAPTER 7 – **OPEN CHANNELS** 16
CHAPTER 8 – **CULVERTS AND BRIDGES** 18
CHAPTER 9 – **DETENTION/RETENTION BASINS** 19
9.1 Detention Basins 19
9.2 Retention Basins 19
9.3 Storm Drain Sumps (Provo City Standard P-375) 20
CHAPTER 10 – **SENSITIVE LANDS** 21
CHAPTER 11 – **WATER QUALITY** 23
CHAPTER 12 – **MAINTENANCE ACCESS AND EASEMENTS** 29
12.1 Storm Drain Easements 29
12.2 Detention/Retention Maintenance and Easements 29
12.3 Ditch/Channel Maintenance and Easements 29

provo PUBLIC WORKS STORM WATER

CHAPTER 1 - **PURPOSE**

The purpose of this Provo City Storm Drainage System Design and Management Manual (Drainage Manual) is to document the approval process, design standards, regulations, and hydrologic and hydraulic computation methods for evaluating and designing storm drain and flood control facilities in Provo City (City). These standards and requirements are not intended to supplant sound engineering judgement. However, they are intended as a safeguard to ensure drainage improvements are designed and constructed in a manner that promotes public health and safety, and that is consistent with the City's Storm Drain Master Plan. All construction projects shall conform to requirements within this Drainage Manual, and shall be approved by the Public Works Director, or their designee.

This Drainage Manual is adopted by reference into Provo City Code in Section 18.03.020. The manual is organized into the following sections:

Chapter 1 – Purpose

Chapter 2 – Federal, State, and Local Regulations

Chapter 3 – Drainage Submittal Requirements

Chapter 4 – Hydrology

Chapter 5 – Street Drainage

Chapter 6 – Storm Drain

Chapter 7 – Open Channels

Chapter 8 – Culverts and Bridges

Chapter 9 – Detention/Retention Basins

Chapter 10 –Sensitive Lands

Chapter 11 – Water Quality

Chapter 12 – Maintenance Access and Easements

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CHAPTER 2 - **FEDERAL, STATE, AND LOCAL REGULATIONS**

This chapter references Federal, State and Local Laws and Regulations that shall be followed for the design and management of storm drainage systems within Provo City. This list is intended for informational purposes, and is not intended to be an exhaustive list of all regulations that may impact storm drainage design and management. Absence from the list shall not absolve responsibility to follow all applicable laws and regulations.

2.1 Federal Laws and Regulations

National Flood Insurance Program - The Nation Flood Insurance Program was created through the National Flood Insurance Act of 1968. Property owners in participating communities can purchase flood insurance administered by the Federal Government. Participating communities in turn adopt and enforce floodplain management ordinances to regulate development within Special Flood Hazard Areas (SFHAs), commonly referred to as FEMA floodplains. Provo City's Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) can be accessed through the Federal Emergency Management Agency (FEMA) Flood Map Service Center website (msc.fema.gov). Design requirements for projects affected by FEMA floodplains are contained in Chapter 10 of this Drainage Manual, and documentation criteria regarding properties within FEMA floodplains are set forth in Section 15.05.180, Provo City Code.

Rivers and Harbors Act of 1899 – This Act allows the US Army Corps of Engineers (USACE) to regulate obstructions or alterations in navigable waters of the US (WOUS). Subsequent Acts have expanded regulations, definitions, and permitting for WOUS.

Clean Water Act – The Federal Water Pollution Control Act, enacted in 1948, was the first major federal law addressing water pollution (www.epa.gov/laws-regulations/history-clean-water-act). After subsequent amendments, the law has been commonly referred to as the Clean Water Act (CWA). This law regulates pollutants and the discharging of dredged or fill material within WOUS. Provo City reserves the right to require proof of correspondence with USACE if construction or other grading activities are proposed within a lake, stream, gully, or wetlands area that City staff suspects may be a regulated WOUS. If the USACE indicates the affected area is a regulated WOUS, an approved USACE permit for grading or construction activities will be required.

Endangered Species Act – The Endangered Species Act (ESA) was passed by Congress in 1973 with the purpose of protecting threatened and endangered species and their habitat. Accordingly, Provo City reserves the right to require proof of correspondence with the US Fish and Wildlife Service (USFWS) regarding ESA compliance if a proposed private project is suspected to negatively affect threatened or endangered species, per Section 10 of the ESA. Projects impacting FEMA floodplains that require submittal of a Conditional Letter of Map Revision (CLOMR) to FEMA are also required by FEMA to demonstrate compliance with the ESA.

2.2 State Laws and Regulations

Utah Pollutant Discharge Elimination System - UPDES is the Utah Department of Environmental Quality (DEQ) version of the National Pollutant Discharge Elimination System (NPDES), and administers regulations to control pollutants discharged to WOUS by construction activities, industrial activities, and Municipal Separate Storm Sewer Systems (MS4s) such as Provo City's storm drainage facilities. Provo City is a permittee of the UPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), effective December 1, 2016. City requirements regarding water quality and pollutant discharge are intended to be consistent with the requirements of the City's MS4 permit.

2.3 Local Code and Regulations

Provo City Code Title 18 – Title 18 from the City code defines the purpose of the City's Storm Water Service District, defines regulations for the Storm Water Utility and Impact Fees, and establishes general regulations regarding storm water discharge, storage, and maintenance. Provo City Code Section 18.03.020 authorizes regulatory storm water manuals and plans, including this Drainage Manual.

Storm Water Management Program - The Storm Water Management Program is required by Provo City's MS4 permit, and details the City's proposed actions to address the permit requirements. Guidelines contained within this Drainage Manual regarding water quality and pollutant discharge are intended to be consistent with the proposed actions defined in the Storm Water Management Program.

Erosion Control and Storm Water Quality Manual –The Erosion Control and Storm Water Quality Manual contains information and criteria on Storm Water Pollution Prevention Plans, Best Management Practices, and prohibited discharges. The information and criteria contained in the Storm Water Quality Manual is also designed to satisfy criteria for Provo City's MS4 Permit.

Storm Drain Master Plan – The primary purpose of the Master Plan is to identify recommended improvements that will resolve existing and projected future deficiencies in the Provo storm drain system. The intent of this Drainage Manual is to implement criteria consistent with the vision of the Master Plan, so deficiencies in the system may be resolved and ongoing development does not create future flooding and storm water quality hazards.

Public Works Department Development Design Standards – The Public Works Department Development Design Standards is to assist developers in understanding the current procedures for the review and approval, by the Public Works Department, for developments within the City. Sections regarding storm water in the Design Standards are intended as a "quick guide", with more complete guidance contained in this Drainage Manual.

CHAPTER 3 - **DRAINAGE SUBMITTAL REQUIREMENTS**

Every project, subdivision, or other development that is subject to the development review process shall submit a Storm Drainage Report conforming to the criteria set forth in this Drainage Manual. The Storm Drainage Report shall include sufficient information to allow reviewers to evaluate the effectiveness and acceptability of the proposed project and associated drainage system. Storm Drainage Report requirements vary depending on the following type of City approval being requested:

1. Single residential lot for Building Permit
2. Concept Plan/Rezones
3. Project Plan

The remainder of this section defines the data required to be submitted for each type of development listed above.

3.1 Geotechnical Analysis

A geotechnical report identifying groundwater elevation is required for all developments that lie within the High Water Table Area, as defined in Section 15.03.010(2), Provo City Code. A geotechnical report identifying groundwater elevation may also be required for other areas that are likely to have a shallow groundwater, as determined by the Public Works Director, or their designee. See Chapter 10 of this Drainage Manual for groundwater requirements.

Sites proposing to control their runoff through retention and infiltration are required to submit a field infiltration analysis. The analysis shall include the measured in-situ infiltration rate, and a design infiltration rate using a safety factor of at least 2 in order to account for plugging, silting, and the creation of biofilms over time. For example, if the measured infiltration rate is 6 in/hr, the design infiltration rate shall be no more than 3 in/hr.

3.2 Submittal Requirements for Single-Family Residential Lots

A Lot Grading Plan shall be submitted for single residential lot developments as part of the building permit application. A soils letter identifying groundwater elevation may also be required if not addressed in a previously-approved Project Plan for the subdivision. See Chapter 10 of this Drainage Manual for groundwater requirements.

The Lot Grading Plan shall contain the following information:

DRAWINGS

1. Scale, north arrow, legend, title block showing subdivision name, lot number, date and preparer's name.
2. Property lines, easements, and adjacent rights-of-way.
3. Elevations of the top of curb, sidewalk, existing grade, finished grade, finished floor, garage floor, and other elevations as necessary to depict intentions of grading.
4. Flow arrows that represent the intended flow patterns of finish grade.
5. Private or public drainage facilities within or adjacent to the site.
6. Information required to address specific drainage concerns for the lot, such as geologic hazards, steep slopes, wetlands, high water table area, foundation drain system, existing drainage, etc.
7. See Standard Drawing P-390 for typical lot grading.

A UPDES Common Plan of Development Permit is also required for Single-Family Residential Lots meeting the following criteria:

1. The lot is located in a subdivision platted 1992 or newer.
2. The total subdivision area is 1 acre or larger.
3. It is the first time the lot is having a home constructed on it.

Prior to issuance of a building permit, the Notice of Intent (NOI) must be filed with the State DEQ, and a copy of the signed NOI and Storm Water Pollution Prevention Plan (SWPPP) must be submitted to the City. Which SWPPP type needs to be submitted to the City depends on the specifics of the site. If the

owner and principal contractor for the overall subdivision are also the owner and principal contractor for constructing the home on a specific lot, the home construction can be covered in an overall SWPPP for the subdivision and does not need a separate SWPPP. Otherwise, for a single lot less than 1 acre the UPDES Common Plan Permit template (UTRH00000) should be filled out and submitted to the City. Homebuilders constructing multiple homes within the same subdivision should include all the homes on one SWPPP using the UPDES Construction General Permit (CGP) template (UTRC00000) and submit it to the City. Both SWPPP templates and a link to the NOI submittal can be found at https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

3.3 Submittal Requirements for Concept Plans

Conceptual Plan drawings submitted as part of a rezone request shall include the following drainage-related information:

DRAWINGS

1. Existing drainage-related features, including ditches, canals, swales, structures, storm drains, springs, detention and retention basins, irrigation lines, State waters, Waters of the US, wetlands, etc.
2. Conceptual layout of proposed storm drain facilities, including detention or retention basins, and long-term water quality BMPs, if required.
3. Existing and proposed storm water discharge locations.
4. Location of FEMA floodway and floodplain boundaries and associated elevations on or adjacent to the property, if applicable.
5. Existing and proposed private or public drainage or irrigation easements.

3.4 Submittal Requirements for Project Plans

A Storm Drainage Report and Management Plan shall be submitted for all developments requiring Project Plan approval, and shall be stamped by a Professional Engineer registered in the State of Utah. The submittal shall contain the following:

REPORTS

1. Title page showing project name, date, preparer's name, seal and signature.
2. Description of existing site conditions including all existing drainage ditches, canals, washes, swales, structures, storm drains, springs, detention and retention basins, irrigation lines, State waters, Water of the US, wetlands, etc.
3. Identify existing points of storm water discharge from the site.
4. Description of off-site drainage and irrigation features upstream or adjacent to the site, and how they affect drainage to the site.
5. Description of proposed facilities that will be used to manage on-site and off-site storm water runoff associated with the development.
6. Exhibit showing topography with labels, watershed delineations used for hydrologic calculations, and arrows indicating flow patterns for each watershed.
7. Hydrologic calculations used to estimate runoff volume and peak flowrate. See Section 4 for hydrology criteria.
8. Hydraulic calculations used to verify existing and proposed facilities have sufficient capacity. See Sections 5-9 for criteria associated with various storm water facilities.
9. Description of FEMA floodway and floodplain boundaries and associated elevations on or adjacent to the property, if applicable. Description of how development activities will comply with floodplain requirements.
10. Identify who will own and maintain storm drain facilities.
11. Identify any private or public drainage or irrigation easements.
12. Identify if the site is within a high groundwater area, if buildings and/or parking areas are proposed below grade, and how the proposed design meets groundwater-related criteria (see Chapter 10)
13. Identify long-term water quality BMPs proposed with the project and provide design calculations. See Chapter 11 for water quality criteria.
14. List of permits applicable to drainage that may need to be obtained, including: Grading Permit, Floodplain Development Permit, US Army Corps of Engineers Permits, and/or Stream Alteration Permit.
15. Conclusions and statements that indicate proposed improvements will comply with City drainage criteria. Identify any requested variance to City drainage criteria, the reason a variance is required, and the proposed alternative solution.

DRAWINGS

1. Location and type of all existing drainage and irrigation structures, clearly labeling whether they are to be removed or protected in place
2. Location, type, top back of curb (TBC) elevation, invert out, and bottom elevation of all proposed and existing "to remain" catch basins.
5. Alignment, size, slope, bottom width, height, side slope, and flow line elevations of all proposed and existing "to remain" channels, ditches, and swales.
6. Location, volume, material, and elevations of all proposed and existing "to remain" detention and retention facilities.

3. Location, diameter, rim elevation, invert in, invert out, and sump elevation of all proposed and existing "to remain" manholes.
4. Alignment, size, slope, material, and flow line elevations, and profiles with hydraulic grade line of all proposed and "to remain" storm drain.
7. Location, volume, material, and elevations of all long-term water quality BMPs.
8. Existing and proposed drainage easements.
9. FEMA floodway and floodplain boundaries and elevations.
10. Other relevant drainage features.

3.5 Storm Water Pollution Prevention Plan

All projects over 1 acre must submit a SWPPP as part of their Project Plan submittal. The SWPPP must following the UPDES Construction General Permit (CGP) template (UTRC00000). Contractor information, if not known at the time, is not needed for Project Plan approval, nor does the NOI need to be filed with the state. However, those items must be completed and submitted to the City before grading and building permits are issued. The CGP template and a link to the online NOI submittal can be found at https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

See Section 3.3 for SWPPP requirements for Single-Family Residential Lots.

Project that do not require a UPDES Permit shall sign the Provo City Acknowledgement of Prohibited Discharges.

3.6 Private Storm Water Facility Maintenance

Regular maintenance and inspections of private drainage facilities is the responsibility of the owner(s) of said facilities. See Section 18.03.040 for minimum maintenance and inspections requirements.

3.7 Floodplain Development Permit

All development located wholly or partially within the FEMA Floodplain must obtain a Floodplain Development Permit from the City. Permit requirements are identified in Section 15.05.180, Provo City Code.

Chapter 4 - **HYDROLOGY**

4.1 Runoff Computational Methods

Acceptable Methods – There are two approved methods to evaluate hydrology in Provo City: the Rational Method and the SCS Curve Number Method using the Farmer-Fletcher distribution. Table 4-1 indicates maximum drainage area constraints for each modeling approach.

Table 4-1
Hydrologic Method vs. Maximum Drainage Area

Hydrologic Method	Maximum Drainage Area
Rational Method – Peak Flow	<200 Acres
Rational Method – Volume	<20 Acres
SCS Curve Number	Any

Alternative proposed rainfall-runoff methods must first be approved by the Public Works Director or their designee for use on a specific project. Approval for use on one project should not be viewed as approval for use on all projects. Care should be taken to make sure modeling methods are used correctly.

4.2 Design Storm

Frequency and Maximum Discharge – Base criteria is that storm drains, minor ditches, detention, and retention facilities shall be sized to control the 10-year design storm. Single-family residential development and public streets may discharge flows to downstream storm drain facilities un-detained. All other development types must detain 10-year flows onsite, with a maximum discharge of 0.2 cfs/acre.

The intent of the base 10-year storm criteria is to leave capacity in streets, major channels, and the Provo River to convey the remainder of a 100-year design storm to Provo Bay and Utah Lake, without flooding homes, buildings, and critical facilities. Therefore, if a project cannot show a positive overflow path for the 100-year storm to downstream streets, major channels, or the Provo River without flooding homes, buildings, or other critical facilities, the 100-year design storm must be controlled onsite.

Some areas of the City do not yet have Master Planned facilities constructed, and current facilities either do not exist or are not adequately sized to handle the base design storm. In order to be approved, more stringent design criteria may be required in these areas, including, but not limited to, one of the following:

1. Construction of Master Planned Facilities at the project's expense.
2. Retention of the 100-year design storm with minimal (1 cfs or less) overflow discharge.

Rainfall Depth and Intensity – Rainfall depth and intensity for Provo are obtained from the National Weather Service's Precipitation Frequency Data Server using the annual maximum time series option. Tables 4-2A thru 4-2C show rainfall depth at three weather stations around Provo. Tables 4-3A thru 4-3C show rainfall intensities. The exhibit in Appendix A shows the approximate location of the three weather stations, and areas where the corresponding tables should be used.

Table 4-2A
Rainfall Depths (in) for Olmstead Station 42-6455

Time	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5 min	0.15	0.23	0.29	0.38	0.46	0.55
10 min	0.23	0.35	0.44	0.57	0.70	0.84
15 min	0.29	0.43	0.54	0.71	0.86	1.04
30 min	0.39	0.58	0.73	0.96	1.16	1.41
60 min	0.48	0.71	0.90	1.19	1.44	1.74
2 hrs	0.59	0.84	1.04	1.35	1.62	1.95
3 hrs	0.70	0.96	1.16	1.47	1.73	2.04
6 hrs	0.92	1.21	1.43	1.73	1.97	2.26
12 hrs	1.20	1.57	1.83	2.18	2.45	2.74
24 hrs	1.47	1.92	2.22	2.60	2.90	3.20

provo PUBLIC WORKS STORM WATER

Table 4-2B
Rainfall Depths (in) for BYU Station 42-7064

Time	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5 min	0.15	0.22	0.28	0.37	0.44	0.53
10 min	0.22	0.33	0.42	0.56	0.67	0.81
15 min	0.28	0.41	0.53	0.69	0.83	1.00
30 min	0.37	0.56	0.71	0.93	1.12	1.35
60 min	0.46	0.69	0.88	1.15	1.39	1.67
2 hrs	0.56	0.81	1.00	1.29	1.55	1.84
3 hrs	0.67	0.92	1.12	1.40	1.64	1.91
6 hrs	0.86	1.15	1.35	1.63	1.86	2.10
12 hrs	1.13	1.48	1.70	2.02	2.25	2.49
24 hrs	1.37	1.79	2.07	2.42	2.69	2.97

Table 4-2C
Rainfall Depths (in) for KOVO Radio Station 42-7068

Time	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5 min	0.14	0.21	0.27	0.35	0.43	0.52
10 min	0.21	0.32	0.41	0.53	0.65	0.78
15 min	0.26	0.39	0.50	0.66	0.80	0.97
30 min	0.35	0.53	0.68	0.89	1.08	1.31
60 min	0.44	0.66	0.84	1.10	1.34	1.62
2 hrs	0.53	0.76	0.95	1.23	1.48	1.77
3 hrs	0.62	0.86	1.04	1.32	1.55	1.82
6 hrs	0.79	1.05	1.24	1.50	1.72	1.96
12 hrs	1.01	1.32	1.53	1.82	2.03	2.27
24 hrs	1.20	1.55	1.79	2.10	2.32	2.56

Table 4-3A
Rainfall Intensity (in/hr) for Olmstead Station 42-6455

Time	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5 min	1.82	2.71	3.44	4.52	5.50	6.64
10 min	1.39	2.07	2.62	3.44	4.18	5.05
15 min	1.15	1.71	2.16	2.85	3.46	4.18
30 min	0.77	1.15	1.46	1.92	2.33	2.81
60 min	0.48	0.71	0.90	1.19	1.44	1.74
2 hrs	0.30	0.42	0.52	0.68	0.81	0.97
3 hrs	0.23	0.32	0.39	0.49	0.57	0.68
6 hrs	0.15	0.20	0.24	0.29	0.33	0.38
12 hrs	0.10	0.13	0.15	0.18	0.20	0.23
24 hrs	0.06	0.08	0.09	0.11	0.12	0.13

Table 4-3B
Rainfall Intensity (in/hr) for Provo BYU Station 42-7064

Time	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5 min	1.75	2.63	3.35	4.38	5.28	6.36
10 min	1.34	2.00	2.54	3.34	4.02	4.84
15 min	1.10	1.66	2.10	2.76	3.32	4.00
30 min	0.74	1.11	1.42	1.86	2.24	2.69
60 min	0.46	0.69	0.88	1.15	1.39	1.67
2 hrs	0.28	0.40	0.50	0.65	0.78	0.92
3 hrs	0.22	0.31	0.37	0.47	0.55	0.64
6 hrs	0.14	0.19	0.23	0.27	0.31	0.35
12 hrs	0.09	0.12	0.14	0.17	0.19	0.21
24 hrs	0.06	0.07	0.09	0.10	0.11	0.12

Table 4-3C
Rainfall Intensity (in/hr) for KOVO Radio Station 42-7068

Time	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5 min	1.67	2.51	3.19	4.21	5.11	6.18
10 min	1.27	1.91	2.43	3.20	3.89	4.70
15 min	1.05	1.58	2.00	2.65	3.21	3.88
30 min	0.71	1.06	1.35	1.78	2.16	2.62
60 min	0.44	0.66	0.84	1.10	1.34	1.62
2 hrs	0.27	0.38	0.47	0.61	0.74	0.89
3 hrs	0.21	0.29	0.35	0.44	0.52	0.61
6 hrs	0.13	0.18	0.21	0.25	0.29	0.33
12 hrs	0.08	0.11	0.13	0.15	0.17	0.19
24 hrs	0.05	0.07	0.08	0.09	0.10	0.11

4.3 Rational Method Calculation

The Rational Method uses the following equation to estimate peak runoff:

Q = CiA where,
- Q – Peak Runoff (cubic feet per second, or cfs)
- C – Runoff Coefficient (dimensionless)
- i – Intensity (inches/hour)
- A – Drainage Area (acres)

Runoff Coefficient – Table 4-4 shall be used to estimate the runoff coefficient.

Table 4-4
Rational Method Runoff Coefficients

Type of Drainage Area	Runoff Coefficient, C*	Type of Drainage Area	Runoff Coefficient, C*
Business		Railroad yard areas	0.35
Downtown areas	0.95	Unimproved areas	0.30
Neighborhood areas	0.70	Lawns, sandy soils:	
Residential		Flat, 2%	0.10
Single-family 1.0 ac	0.25	Average, 2 – 7%	0.15
Single-family 0.50 ac	0.35	Steep, 7%	0.20
Single-family 0.25 ac	0.45	Lawns, heavy soils:	
Single-family 0.15 ac	0.50	Flat, 2%	0.17
Apartments/Condos	0.70	Average, 2 – 7%	0.22
Industrial		Steep, 7%	0.35
Light areas	0.80	Pavement:	
Heavy areas	0.90	Asphaltic and Concrete	0.95
Parks, cemeteries	0.25	Brick	0.85
Playgrounds	0.35	Roofs	0.95

* Lower coefficients may be approved by the Public Works Director or their designee, based on a site specific drainage report showing impervious cover is lower than normal for the designated land use.

Intensity – Intensities shall be taken from Tables 4-3A thru 4-3C, based on the corresponding Time of concentration. Time of concentration shall be calculated using the method found in Chapter 3 of the SCS Technical Release 55 (TR-55 Manual). Appendix B contains a sample worksheet (TR 55 Worksheet) derived from that publication, which can be used to calculate the time of concentration. The minimum allowable time of concentration for developed area shall be 5 minutes, and in undeveloped areas it shall be 10 minutes.

The Rational Method is also commonly used to estimate required detention and retention volumes for small projects and drainage areas. This method involves checking the 5-minute thru the 24-hour design intensities, and using the most conservative (largest) resulting volume to size the facility. An example of such a design calculation spreadsheet is contained in Appendix C.

Drainage Area – All areas contained within the project site shall be accounted for in the design flow calculations. Offsite areas draining to the project, and/or draining to facilities which are proposed with the project, shall also be accounted for in the design flow calculations. Depending on potential for capacity constraints, existing offsite areas draining to downstream facilities where the proposed project will also drain may need to be included to ensure the existing downstream facility will not exceed its capacity.

4.4 SCS Curve Number Method

The SCS Curve Number Method is generally calculated using modeling software such as the US Army Corps of Engineering HEC-HMS, or one of several proprietary software programs. The SCS Curve Number Method requires the following information.

Drainage Area – The same drainage area criteria outlined above in the Rational Method Calculation section shall apply to projects utilizing the SCS Curve Number Method.

Rainfall Data – Rainfall depths shall be taken from Tables 4-2A thru 4-2C. The rainfall distribution shall be based on Tables 4-5 and 4-6 below. The 3-hour distribution shall be used to size local storm drains and channels. The 3-hour and 24-hour storms shall be modeled for detention and retention facilities, and the facility shall be sized to handle whichever volume is greater.

Table 4-5
3-hr Farmer-Fletcher Distribution

Time (min)	Rainfall Depth (in)	Time (min)	Rainfall Depth (in)
5	X	95	X
10	X	100	X
15	X	105	X
20	X	110	X
25	X	115	X
30	X	120	X
35	0.285*Y	125	X
40	0.225*Y	130	X
45	0.157*Y	135	X
50	0.100*Y	140	X
55	0.060*Y	145	X
60	0.046*Y	150	X
65	0.034*Y	155	X
70	0.026*Y	160	X
75	0.020*Y	165	X
80	0.018*Y	170	X
85	0.016*Y	175	X
90	0.013*Y	180	X

X = (3 hr total – 1 hr total) ÷ 24
Y = 1 hr total

Table 4-6
24-hr Storm Distribution

Time (hrs)	Rainfall Depth (in)	Time (hrs)	Rainfall Depth (in)	Time (hrs)	Rainfall Depth (in)
0.25	0.009*X	8.25	0.019*X	16.25	0.007*X
0.5	0.009*X	8.5	0.019*X	16.5	0.007*X
0.75	0.009*X	8.75	0.019*X	16.75	0.007*X
1	0.009*X	9	0.019*X	17	0.007*X
1.25	0.009*X	9.25	0.020*X	17.25	0.007*X
1.5	0.009*X	9.5	0.020*X	17.5	0.006*X
1.75	0.009*X	9.75	0.020*X	17.75	0.006*X
2	0.009*X	10	0.020*X	18	0.006*X
2.25	0.009*X	10.25	0.019*X	18.25	0.006*X
2.5	0.009*X	10.5	0.019*X	18.5	0.006*X
2.75	0.009*X	10.75	0.019*X	18.75	0.006*X
3	0.011*X	11	0.019*X	19	0.006*X
3.25	0.011*X	11.25	0.019*X	19.25	0.005*X
3.5	0.011*X	11.5	0.019*X	19.5	0.005*X
3.75	0.011*X	11.75	0.019*X	19.75	0.005*X
4	0.011*X	12	0.019*X	20	0.005*X
4.25	0.011*X	12.25	0.013*X	20.25	0.004*X
4.5	0.011*X	12.5	0.014*X	20.5	0.004*X
4.75	0.011*X	12.75	0.014*X	20.75	0.004*X
5	0.013*X	13	0.014*X	21	0.004*X
5.25	0.013*X	13.25	0.013*X	21.25	0.003*X
5.5	0.013*X	13.5	0.013*X	21.5	0.003*X
5.75	0.013*X	13.75	0.013*X	21.75	0.003*X
6	0.015*X	14	0.013*X	22	0.003*X
6.25	0.015*X	14.25	0.010*X	22.25	0.002*X
6.5	0.015*X	14.5	0.009*X	22.5	0.002*X
6.75	0.015*X	14.75	0.09*X	22.75	0.002*X
7	0.018*X	15	0.009*X	23	0.002*X
7.25	0.018*X	15.25	0.008*X	23.25	0.002*X
7.5	0.018*X	15.5	0.008*X	23.5	0.001*X
7.75	0.018*X	15.75	0.008*X	23.75	0.001*X
8	0.009*X	16	0.008*X	24	0.001*X

X = 24 hr total

Lag Time – Lag Time is generally calculated as 0.6*Time of concentration. Time of concentration shall be calculated using the method found in Chapter 3 of the SCS Technical Release 55 (TR-55 Manual). Appendix B contains a sample worksheet (TR 55 Worksheet) derived from that publication, which can be used to calculate the time of concentration. The minimum allowable time of concentration for developed area shall be 5 minutes, and in undeveloped areas it shall be 10 minutes.

Curve Number – SCS Curve Number models shall use a “base” curve number based on Table 4-7, with impervious cover accounted for separately in the model. Modeling will not be approved which uses a

composite curve number based on developed land use, with 0% impervious cover. This is because the 10-year, 3-hr design storm in Provo has a relatively low rainfall total, and composite curve numbers can severely underestimate runoff from developed land if impervious cover is not accounted for separately. The Hydrologic Soils Group (HSG) is taken from the USDA online Web Soil Survey (websoilsurvey.sc.egov.usda.gov/), or using the map contained in Appendix D which contains HSGs derived from the Web Soil Survey.

Table 4-7
SCS Curve Number

HSG	Curve Number*
A	49
B	69
C	79
D	84

* Based on "Open Space – Fair Conditions Grass Cover"

Directly Connected Impervious Cover – Table 4-8 shows the Directly-Connected Impervious Cover assumptions used in the Master Plan, based on land use from the General Plan. The impervious cover can also be measured directly from the proposed design.

Table 4-8
Average Imperviousness Based on Land Use

General Plan Land Use Type	Directly Connected Imperviousness (%)
Church	75
Commercial	85
High Density Housing	50-70
Medium Density Housing	30-50
Low Density Residential 0-3 Units	15
Low Density Residential 2-4 Units	20
Low Density Residential 3-6 Units	27
Industrial	72
Open Space	0

CHAPTER 5 – **STREET DRAINAGE**

Although a typical street has the capability to convey storm water, it should be noted the main purpose of streets is to convey traffic. Therefore, Provo City's base design criteria is to size storm drain facilities to convey the 10-year design storm, leaving streets relatively clear from flooding during that storm. The intent is to leave capacity in the streets for the 100-year storm so runoff exceeding the capacity of the pipes can be detained and conveyed in the streets without flooding homes, buildings, and critical facilities.

5.1 Inlets

Inlet type – All street inlets shall conform to Standard Details P-315a through P-315d. Combination boxes are generally not allowed, because a separate inlet and manhole provide better access for maintenance and inspections and is better suited to water quality devices at the inlets. Combination boxes require special permission, and are only allowed in rare cases where a separate inlet and manhole is not feasible.

Inlet spacing – Inlets shall be placed on both sides of the street at a distance of no more than 400 lineal feet of street curb and gutter, and when gutter flows are equal to or greater than 3 cfs. Inlets shall also be required upstream of every intersection, ADA ramp, and reverse grade driveway. A minimum of double inlets shall be required on both sides of the street at low points of vertical curves and on steep slopes (5% or greater). Additional inlets may be required to provide enough capacity to capture the 10-year design flow.

Cul-De-Sacs and Dead-End Streets – Downhill-sloping cul-de-sacs and dead ends shall not be allowed unless specifically approved by the Public Works Director, or their designee. If they are approved, a minimum of a double inlet will be required. In addition, an overflow path shall be provided for 100-year flows.

5.2 Additional Street Capacity Considerations

Finished Floors – The finished floor elevation of structures must be a minimum of 1-foot higher than adjacent gutter flow lines. Reverse grade driveways are generally discouraged, and are only allowed with approval from the Public Works Director, or their designee. If they are approved, the high point in the driveway must be a minimum of 9-inches above the gutter flow line (to match the equivalent of a 6-inch curb + 2% to the back of sidewalk). Inlets must be provided to collect runoff before it reaches onsite structures, and the finished floor elevation of structures must be a minimum of 1-foot higher than the inlet grate elevation. Refer to Provo City Standard Detail P-394.

Intersection Design – Special care should be taken at intersection to verify grading does not inadvertently cause adverse drainage conditions. Common issues include, but are not limited to:

- Side streets turning downhill off steep streets, where inadequate inlet sizing upstream of the intersection causes excessive, high-velocity flows to overwhelm the side street. In some cases, the excessive flows can have enough momentum to cross the side street and jump the curb, risking flooding to adjacent properties and structures.
- Steep streets with a tee intersection into another street, where inadequate inlet sizing upstream of the intersection causes excessive, high-velocity flows to have enough momentum to cross the street and jump the curb.
- The intersection of two low slope streets, where insufficient detail results in flat gutters or inadvertent low spots around the curve – especially where bulb-outs are required. The City's minimum street slope of 0.4% is applicable to gutter flow line around the curve at intersections.

These situations may require additional protection, such as additional inlets, more than the minimum 1-foot separation from gutter flow line to finished floor, or other protections.

CHAPTER 6 - **STORM DRAIN**

Correct design for storm drain facilities is critical to the performance of the facilities during runoff events. The purpose of this section is to provide approved design criteria for projects within Provo City. Design engineers should follow the criteria within this section unless specific waivers are given by the Public Works Director, or their designee.

6.1 Design Considerations

Pipe Sizing Calculations – Storm drain pipelines shall be designed to convey the required design storm runoff (see Section 4.2), and design calculations must be submitted for project approval. Normal depth calculations can be used for pipe sizing only when calculations show all pipes are no more than 75% full during the design storm. Alternatively, storm drains sized using full hydraulic modeling may flow under full pipe capacity, with the HGL no higher than 1-foot below grade at all locations. Backwater from downstream systems such as the design storm elevation in detention/retention basins shall be accounted for in the design.

Manning's "n" – Design Manning's "n" values to be used for storm drain sizing are shown in Table 6-1.

Table 6-1
Design Manning's Coefficient (n) for Pipes

Conduit	Manning's n*
Plastic Pipe	0.011
Steel/cast iron pipe	0.013
Concrete pipe	0.013
Corrugated metal pipe	0.026

Minimum Pipe Size – The minimum allowable pipe diameter is 18 inches for mainline storm drain pipes and 15 inches for laterals from inlet to manhole.

Pipe Material – Public storm drain shall be reinforced concrete pipe (RCP). Alternative materials can be used for privately-owned, privately-maintained storm drain, except that Corrugated Metal Pipe (CMP) shall not be used in areas subject to corrosive debris flows or in systems intended for to hold water for an extended period, such as underground detention or retention systems.

Minimum Cover – A minimum 18 inch cover over the crown of the pipe (including bell) shall be maintained. Where this minimum cover cannot be maintained due to specific site constraints, a smaller cover may be allowed with specific approval by the Public Works Director, or their designee, with consideration for pipe strength and pavement design.

Minimum Slope/Velocity – Where feasible, the minimum pipe slope shall be 0.4%. In cases where this slope is not feasible due to specific site constraints, the minimum slope shall be such that full flow velocity is at least 3 feet per second.

Location – Storm drain within City streets shall be located in accordance with Provo City Standard Drawing P-914, Utility Location in City R.O.W. Public storm drain outside of City streets shall be located in a dedicated easement following the guidelines contained in Chapter 12 of this manual. All structures such as buildings, retention walls etc. shall be a minimum of 10 feet from the outside edge of the storm drain.

Alignment- Storm drains shall be straight between manholes insofar as possible.

6.2 Manholes

Manhole type – Manholes shall conform to APWA Standard Detail 341.

Location – Manholes within street ROW shall be located within the asphalt, and shall not be located under the sidewalk, planter, curb or gutter.

Spacing – Manholes shall be located no further than 400-feet apart, and at all pipe transitions including changes in direction, elevation, slope and pipe size.

6.3 Outlet Structures

Location – An outlet structure shall be installed on the downstream end of all storm drains where it discharges into an open channel.

Grating – A grate may be required if the City determines an open pipe will cause a safety concern.

Rip Rap Design – Rip rap shall be designed for outlet structures based on discharge velocity and the characteristics for the receiving stream. The minimum acceptable D_{50} shall be 6-inches. Rip rap design calculations shall be submitted to the Public Works Director, or their designee for review. The minimum thickness of the rip rap layer shall be 1.5 X D_{50}.

Stream Alteration Permit – A State of Utah Stream Alteration Permit may be required if the outlet is to be constructed in a natural stream, and construction will alter the bed or banks. Contact the Division of Water Rights office (phone 801-538-7240) to find out if your proposed project will require a permit. Be aware that there is a fee and review period associated with the application.

CHAPTER 7 – **OPEN CHANNELS**

Open channels may be proposed to convey storm water runoff with approval by the Public Works Director, or their designee. Open channels shall be designed to meet the following criteria.

Velocity – Open channel design shall be dictated by the maximum permissible velocity of the channel material/lining. Table 7-1 shows the maximum permissible velocity for the most common channel material/lining.

Table 7-1
Maximum Permissible Mean Channel Velocities
(From the Clark County Hydrologic Criteria and Drainage Design Manual)

Material/ Lining	Maximum Permissible Mean Channel Velocity (feet per second)
Natural and Improved Unlined Channels	
Fine Sand, Colloidal	1.5
Fine Gravel	2.5
Course Gravel, Noncolloidal	4.0
Cobbles	5.0
Fully Lined Channels	
Unreinforced Vegetation	5.0
Loose Riprap	10.0
Grouted Riprap	15.0

Manning's "n" – The average value for the entire reach. Typical values for Manning's "n" used for storm drain conveyance facilities area shown in Table 7-2.

Table 7-2
Values of Manning's Coefficient (n) for Channels

Excavated or dredge channel	
Earth channel – straight and uniform	0.020 – 0.030
Earth channel – winding, fairly uniform	0.025 – 0.040
Rock	0.030 – 0.045
Unmaintained	0.050 – 0.140
Natural Channel	
Fairly regular section	0.030 – 0.070
Irregular section with pools	0.040 – 0.100

Longitudinal Channel Slope – Channel slope is dictated by maximum permissible velocity requirements. Where the natural topography is steeper than desirable, drop structures shall be utilized to limit design velocities.

Easements – Easements shall be finalized and recorded prior to approval.

Channel Cross Section – Channels shall be constructed with a trapezoidal shape. Unless otherwise approved, channel side slopes shall not be designed steeper than 3H:1V (horizontal:vertical).

Maintenance – Channels shall be designed to be low maintenance and to minimize erosion potential. All open channels shall be accessible by city vehicles for maintenance.

Freeboard – The open channel shall have a minimum of 1 foot of freeboard above the design flow water surface elevations to the top of bank.

Depth – Unless otherwise approved, the maximum allowable design depth of flow is 4 feet.

Bottom Width – Unless otherwise approved, the minimum bottom width shall be 4 feet.

Low Flow Channel – All grass lined channels shall be constructed with a low flow channel. The low flow channel shall be lined with rock rip-rap, grass, or other vegetation of sufficient density and root depth to withstand velocities. Exceptions must be approved by the Public Works Director, or their designee.

Channel Transitions and Bends – All channel transitions and horizontal bends in the alignment shall be designed to be gradual enough so as to not induce erosion or have adequate bank stabilization measures installed.

Structures – Building floor elevations shall be constructed at least 1 foot above the top of bank.

CHAPTER 8 – **CULVERTS AND BRIDGES**

Culverts are closed conduits constructed of RCP or RCB that convey runoff from an open channel or other surface water under a road or similar crossing, and discharge to another open channel or other surface water. Culverts shall be constructed using the criteria provided below. Large bridges requiring more than just RCP or RCB, such as those spanning the Provo River, shall be design and constructed using UDOT bridge design criteria.

Location – Culverts shall be sized to convey the computed design storm runoff (see Section 4.2 for design storm parameters) without runoff overtopping the road or leaving the channel. The minimum allowable culvert diameter is 24 inches, and the material shall be reinforced concrete.

Design Load – The existing and future street design shall be used to develop the design load and minimum cover. HS-20 loading shall be used if no other loading information is available.

Headwall – Improvements shall be installed at any entrance and exit structures to minimize erosion and accommodate maintenance. Typically, culverts shall have a headwall with wing walls.

Debris – A culvert blockage factor of 50 percent shall be used for culverts placed in drainages with upstream debris producing potential as determined by the City.

Backwater – Backwater surface computations upstream of culverts shall be performed and shown to be non-damaging to upstream properties.

Freeboard – A minimum of 2 feet of freeboard above the maximum water surface elevation is required unless otherwise approved by the Public Works Director, or their designee. Culverts located within FEMA floodplains may be subject to additional freeboard requirements.

Configuration – Wherever possible, culverts shall be designed to have a single opening. Multiple, smaller side-by-side culverts are susceptible to clogging.

CHAPTER 9 – **DETENTION/RETENTION BASINS**

9.1 Detention Basins

All detention basins serving a development shall be designed according to the criteria listed below. Design criteria for regional detention basins, or detention facilities that receive storm water runoff from multiple developments, shall be defined by the Public Works Director, or their designee on a case by case basis.

Sizing – Criteria for design storms, maximum discharge, and volumes are contained in Chapter 4 – Hydrology.

Maximum Depth – The maximum ponding depth is 3 feet during the 10-year storm for all above-ground detention basins. Parking lots can be used on a limited basis as detention, and shall be limited to a maximum ponding depth of 6 inches.

Freeboard – A minimum of 1 foot of freeboard for the 10-year storm event shall be provided.

Detention Time – Detention ponds must be designed to drain within 24-hours after the end of the storm.

Side Slope – Detention basin side slopes shall be 3H:1V or flatter for all above-ground detention basins.

Bottom Slope – Minimum floor slope from inlet to outlet shall be 2% for all above-ground detention basins. A lower slope may be approved by the Public Works Director, or their designee, with the inclusion of a low flow channel or soil amendments to promote infiltration.

Inlet Design – A concrete apron must be installed at any entrance and exit structures to minimize erosion and accommodate maintenance.

Outlet Design – All detention basins shall have an outlet to the city storm drain system. A trash rack shall be installed at the outlet(s) to prevent debris from entering the storm drain system. The orifice restriction should be designed to minimize clogging from debris. The minimum area of the discharge orifice is 6 square inches.

Location – Detention basins should be located in a manner to minimize their impact on the site and to ensure public safety. Detention basins shall be located at least 40 feet from any structure with a foundation, or provide engineered waterproofing measures. Maintenance access and easement requirements are provided in Chapter 12 of this Drainage Manual.

Ownership and Maintenance – The property owner or homeowners association shall own and maintain the detention facility including landscaping. No alterations to the pond shall be permitted without the approval of the public Works Director, or their designee.

Landscape – All facilities shall be landscaped in accordance with City Standards.

Ground Water – The bottom of detention basins shall follow the requirements in Chapter 10 – Sensitive Lands, regarding minimum elevation above groundwater.

9.2 Retention Basins

Retention basins shall generally adhere to the same design criteria as detention basin, except for the following criteria:

Outlet Design – Retention basins generally do not have an outlet, since the purpose is to retain and infiltrate.

Retention Time – Retention basins shall be designed to drain completely within 72 hours after the end of the storm event. Retention time must be addressed during the design process.

Location – Underground retention basins are not allowed within culinary well protection Zones 1 and 2, since they fit the EPA definition of a Class V Injection Well.

State Inventory – A Utah Underground Inventory Control (UIC) Information Form and fee must be submitted to the Utah Department of Environmental Quality by underground retention facility owners. The form and fee are required to be authorized by rule to construct Class V Injection Wells. Further information can be found at https://deq.utah.gov/water-quality/class-v-inventory-review-fee-utah-underground-injection-control-uic-program.

9.3 Storm Drain Sumps (Provo City Standard P-375)

The use of storm drain sumps must be approved by the Public Works Director, or their designee. If the use of a storm drain sump is approved, it must meet the same criteria as a retention basin.

CHAPTER 10 – **SENSITIVE LANDS**

Sensitive lands are defined in Section 15.03.010, Provo City Code and development standards for sensitive lands are included in Section 15.05, Provo City Code. Proposed construction on sensitive lands must comply with the requirements set forth in Title 15, Provo City Code, including "An environmental impact statement, geologic study and/or wetland study may be required by the city engineer for proposed development activity located in the sensitive lands and/or high water table areas of Provo City" (15.03.150). Additional requirements are highlighted below.

High Water Table Area – The extents of the "High Water Table Area" are defined in Provo City Code 15.03.010(2), and are shown of Figure E-1. A geotechnical report identifying groundwater elevation is required for all developments that lie within the defined High Water Table Area, and may also be required in other areas that are likely to have a shallow groundwater table, as determined by the Public Works Director or their designee.

For single residential lots applying only for a Building Permit, groundwater requirements for the lot may have previously been established during the subdivision's Project Plan approval. In these cases, additional groundwater analysis is generally not required at the time of Building Permit, unless approval is requested for deviation from the requirements approved with the Project Plan. If groundwater requirements were not previously established, or if deviations are requested, the following groundwater information must be included a soils letter accompanying the Building Permit application.

1. Test pit location, located within the footprint of the proposed building.
2. Date of groundwater observations.
3. Groundwater depth referenced from a permanent feature on the site, such as a sidewalk pin or top back of curb, that contains a surveyed elevation referenced in NAVD 88. Groundwater elevation must not be referenced from "existing ground" without a permanent, surveyed feature. Excavation for groundwater observation must extend to a minimum of 4 feet below the lowest level of the proposed building.
4. Specific geotechnical recommendations pertinent to the construction of the building, such as footing drains and minimum floor elevations, etc. Minimum floor elevations shall be based on expected groundwater fluctuation, with the minimum finished floor being above the estimated high water mark plus freeboard. If no estimate of fluctuation and/or proposed freeboard is specified in the soils, the minimum floor elevation shall be four (4) feet above the groundwater elevation identified in the letter (3 feet of fluctuation + 1 foot of freeboard).

A groundwater analysis is generally not required for Concept Plan approval, unless the feasibility of the proposed project is highly dependent on the groundwater elevation. However, the developer and engineer should be aware that groundwater elevations may influence the final details of any project (such as basement depth on single-family homes, or feasibility of underground parking for multi-family or commercial development). Therefore, acceptance of a Concept Plan shall not be construed to mean that groundwater elevation or other drainage factors addressed at Project Plan review will not require changes to the site plan.

A groundwater analysis must be included in Project Plan review. Required information includes:

1. Locations where groundwater was observed.
2. Date of observations.
3. Groundwater depth referenced from a permanent feature on the site, such as a sidewalk pin, manhole lid, construction benchmark, etc., that contains a surveyed elevation referenced in NAVD 88. Groundwater elevation must not be referenced from "existing ground" without a permanent, surveyed feature. Excavation for groundwater observation must extend to a minimum of 4 feet below the lowest level of proposed buildings, drainage facilities, and other permanent structures.

4. Specific geotechnical recommendations that are pertinent to the drainage of the site, such as: footing drains, waterproofing requirements, minimum floor elevations, etc. Minimum floor elevations and/or waterproofing requirements shall be based on expected groundwater fluctuation, with the flood proofing and/or minimum finished floor being above the estimated high water mark plus freeboard. If no estimate of fluctuation and/or proposed freeboard is specified in the geotechnical report, the minimum floor elevation shall be four (4) feet above the groundwater elevation identified in the report (3 feet of fluctuation + 1 foot of freeboard),

FEMA Floodplain Standards – A Floodplain Development Permit must be obtained from the City's Floodplain Administrator for all projects located within or affecting the FEMA floodplain. Other permitting and administrative requirements for development within the FEMA floodplain are contained within Section 15.05.180, Provo City Code.

Development must be a minimum of 1-foot above the Utah Lake base flood (100-year) elevation, regardless of whether or not they are located within the mapped floodplain as shown on the FIRMs. This includes, but is not limited to, all roadways, residential lots, and residential finished floors (including basements). Commercial buildings must either be 1-foot above the base flood, or be flood proofed to at least 1-foot above the base flood. Buildings at the Provo City Airport, which are restricted by maximum taxi lane slopes coming off the existing airport runways, are exempted from this requirement. Existing levees around the airport provide the Airport protection from Utah Lake flooding.

Development located within or adjacent to the Provo River floodplain and other floodplains identified on the FEMA FIRMs, must be a minimum of 1-foot above the corresponding base flood (100-year) elevation. This includes, but is not limited to, all roadways, parking lots, and residential finished floors (including basements). Commercial buildings must either be 1-foot above the base flood, or be flood proofed to at least 1-foot above the base flood.

The American Society of Civil Engineers (ASCE) Standard 14, adopted by reference in the International Building Code (IBC), has additional freeboard requirements for some structures that are deemed critical and require additional care to ensure they continue working during an emergency. Examples of those type of buildings include buildings associate with power generation, and water or sewer treatment; museums; schools; hospitals; fire and police stations; buildings containing hazardous waste or hazardous fuels; etc. Designers for these type of facilities shall refer to ASCE Standard 14 for additional requirements.

Storm water facilities such as storm drain, channels, basins, etc. may have the invert located below the base flood elevation, as long as the following conditions are met:

- The facility is designed such that the base flood elevation does not prevent the facility from adequately functioning.
- The owner of the facility accepts that storm water from the receiving water body may back water up into their facility. This is especially important for private, above ground detention systems which may have standing water in the facility as long as the receiving water (i.e. Provo River, Utah Lake) is flooding.

Any portion of a development (storm water facilities, shared open space, etc.) that will remain below the base flood elevation shall be located within a dedicated drainage easement. Grading shall be designed such that these low areas can adequately drain after the flood stage has passed.

CHAPTER 11 – **WATER QUALITY**

Storm water runoff generated within Provo City is discharged either to the Provo River, Provo Bay, or Utah Lake. Provo's storm water is kept separate from the sewer, and is not treated in the City's sewer treatment plant. However, the City has adopted policies and practices to prevent pollutants from being introduced into storm water, or to remove pollutants from the storm water before it is discharged into the downstream water bodies. Many of these controls are required as part of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Utah Division of Water Quality (DWQ). The City's overall program for storm water quality can be found in the Provo City Storm Water Management Program, which is adopted into City code by reference in Section 18.03.020. The following summarizes the long-term storm water management requirements specific to proposed development within the City.

Applicability – Requirements of this chapter are applicable to development projects that disturb land greater than or equal to one acre, including projects that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to one acre.

Planning Considerations – Long-term storm water management is more than just a structural Best Management Practice (BMP) or storm drain system. How to properly manage storm water generate on a project site should be considered early, at the planning stage of the development. Waiting until the later stages of design to consider how to manage storm water often results in increased costs and less effective storm water use and management. The project's stakeholders are encouraged to consider the following from the beginning of project development:

- Reducing hard surface area, and preserving highly pervious and natural areas that may already be providing bioretention.
- Disconnecting impervious areas, such as directing downspouts to landscaped areas, or sloping parking lots through a vegetated strip.
- Providing space for water quality treatment as close to its runoff source as possible.
- Reviewing potential site constraints that may require alternative treatment methods (see the "Infeasibility" section below).
- Viewing storm water as a resource to naturally irrigate vegetated areas, and in turn reduce common storm water pollutants discharged downstream to the Provo River and Utah Lake, such as oils from vehicles, heavy metals, pet waste, phosphorus that contributes to harmful algal blooms, sediments, trash, and more.

Retention Standard – New development projects must retain the 80th percentile rainfall event. Redevelopment projects (those replacing or improving impervious surfaces on a developed site) must provide either a net gain to onsite retention or a net reduction to impervious surface. Redevelopment projects increasing the impervious surface by greater than 10% must retain the net increase in the volume associated with the 80th percentile rainfall event.

The retention requirement must be accomplished by BMPs that infiltrate, evapotranspire, and/or harvest and reuse the rainwater. Projects must evaluate a Low Impact Development (LID) approach to accomplish this requirement, as detailed within this chapter. Additional guidance can be found in the Utah DWQ's *A Guide to Low Impact Development within Utah.*

Infeasibility – Infiltration Limitations Maps are included in Appendix E, showing areas where meeting the retention standard may be restricted or will require additional analysis to determine its feasibility. The following requirements are based on the areas of concern shown on the map.

- High Water Table: Retention and infiltration systems shall follow the requirements in Chapter 10 – Sensitive Lands, regarding minimum elevation above groundwater. As stated in Chapter 10, a geotechnical report identifying groundwater elevation is required for all developments that lie within the defined High Water Table Area. If minimum elevation above groundwater cannot be met, an Alternative Method as specified in later sections shall be used.

- Geologic Hazards Area: The Geologic Hazards Areas shown on the map is an approximation of the combined area identified to have potential for land sliding, debris flow, and fault zones, with many of those same areas also subject to the Hillside Development Standards identified in 15.05.160. Proposed projects are required to have geologic reports, which shall include geotechnical analysis and recommendations regarding the suitability of retention and infiltration facilities on the project site. Of special concern are areas either subject to debris flows or where saturation may compromise steep slopes.
- Well Protection Zones: Retention and infiltration systems shall not be allowed within Well Protections Zones 1 and 2 (labeled as "Well Protection Zones" on the maps).
- Low Permeability Soils: Infiltration shall be considered infeasible where the design infiltration rate for in-situ soils, with the minimum safety factor of 2 applied, is below 0.5 in/hr. As a result, development projects over Hydrologic Soils Groups (HSG) C&D – indications from the NRCS Soils Survey that they are low permeability – can assume infiltration is infeasible due to impermeability of the underlying soils. However, if the project desires to accomplish retention and infiltration instead of an Alternative Method, the designer shall submit a field infiltration analysis showing that the design infiltration rate, with the minimum safety factor of 2 applied, is 0.5 in/hr or higher.

There may be other site-specific or project-specific reasons why meeting the retention standard is infeasible, including:

- Soils conditions: This includes contaminated soils or other factors that make infiltration either hazardous or infeasible.
- Steep slopes: Design should account for erosive velocities, and whether saturation may compromise steep slopes. In some cases, this may result in retention facilities being infeasible.
- Accessibility: Some projects, especially projects with a smaller overall footprint, may have project-specific needs and requirements that inhibit the ability to locate a retention facility in an accessible area that allows for maintenance.
- Excessive costs: Projects claiming infeasibility due to excessive costs shall include the estimated costs determined for at least 2 Best Management Practices (BMPs) and the estimated total project costs, to illustrate the impact that meeting the standard would have on overall project costs. Projects claiming infeasibility due to excessive maintenance costs shall also include the estimated maintenance requirements and costs.
- Other project-specific factors: Other factors making the retention standard infeasible shall be documented.

If it is determined that meeting the retention standard on a project is infeasible, the developer and designer are strongly encouraged to meet with City Public Works staff as soon as possible to discuss the constraints, staff feedback on resulting infeasibility, and proposed alternative methods.

Alternative Methods – Alternative methods for providing water quality shall be required for projects that cannot meet the retention standard due to infeasibility. Alternative methods shall be evaluated in the following order, where subsequent alternatives are evaluated after the prior is determined to be infeasible.

- Partial retention – Projects are required meet the retention standard to the maximum extent feasible. Therefore, if it is feasible to retain a portion of the required Water Quality Volume (WQV) but not the entire volume, the feasible volume shall be retained, with the remaining being controlled by alternative methods.
- Treatment LID BMPs – This method may be a viable alternative for projects where infiltration is infeasible due to low permeability in-situ soils, well protection zones, slide areas, sites with contaminated soils, etc. Treatment LID BMPS do not retain and infiltrate the WQV, but provide filtration to remove sediments and other pollutants before being discharged to the storm drain. Treatment LID BMPS are sized to treat the WQV.
- Proprietary in-line water quality devices – These devices, such as particulate filtration systems and hydrodynamic separators, are typically placed at the downstream end of a collection system in-line with the storm drain. Proprietary systems shall be selected, designed, and constructed to

provide 80% Total Suspended Solid (TSS) removal from the Water Quality Flow Rate. Approval of such systems shall be contingent on providing 3rd party verification that the system can accomplish 80% TSS removal at the given flow rate. Hydrodynamic separators, given their generally being located within the footprint of a manhole, are acceptable for use within City streets. However, particulate filtration systems are not allowed within City streets.

- Pretreatment – Projects where it was determined all prior alternative methods are infeasible, shall at a minimum meet the pretreatment requirements of Section 11.2.

Water Quality Volume – The Water Quality Volume (WQV) associate with the 80th percentile rainfall is determined by the following calculation, using the Reese method for the runoff coefficient (Method 1 from Utah DWQ's *A Guide to Low Impact Development within Utah*):

$WQV = R_v dA$

Where:

WQV = Water Quality Volume, cf
R_v = runoff coefficient = $0.91i - 0.0204$ (i = impervious cover)
d = 80th percentile rainfall depth, ft (from Table 11-1, converted to feet)
A = drainage area, sf

The 80th percentile rainfall depths are shown in Table 11-1 below, and correspond to the areas shown on the Provo Rain Gauges exhibit in Appendix A. The depths were determine using guidance provided in the Utah DWQ's *A Guide to Low Impact Development within Utah*.

Table 11-1
80th Percentile Rainfall Depths

Rain Gauge	Depth (in)
Olmstead Station 42-6455	0.50
Provo BYU Station 42-7064	0.46
KOVO Radio Station 42-7068	0.44

Water Quality Flow – Some alternative methods are based on a Water Quality Flow (WQF), not volume. These include vegetated strips, particulate filtration systems, and hydrodynamic separators. The WQF shall be based on the following calculation

$WQF = R_v IA$

Where:

WQF = Water Quality Flow, cfs
R_v = runoff coefficient = $0.91i - 0.0204$ (i = impervious cover)
I = 2-yr, 2-hr rainfall intensity, in/hr (see Tables 4-3A thru 4-3C in Chapter 4)
A = drainage area, ac

Storm Water Quality Report – A Storm Water Quality Report shall be submitted for all projects meeting the applicability standard outlined above, using the template contained in Appendix G. The Report template is intended to simply documentation requirements from the MS4 Permit, and summarize what the project did to meet requirements of this section. Additional design calculations, such as storage volume for each BMP, should be attached to the template. Design calculations, including examples of how they are used, are contained within the Utah DWQ's *A Guide to Low Impact Development within Utah* under "Calculation Methods".

Best Management Practices (BMPs) – The following is a list of BMPs identified in the Utah DWQ's *A Guide to Low Impact Development within Utah* that are acceptable for use within Provo City. Standard details for several BMPs are contained within Appendix F. Standard details are not included for BMP types that come in a wide variety of types and applicable sections and details, such as pervious pavement, green roofs, and harvest and reuse. Fact sheets for each BMP, including typical maintenance and inspection requirements, are included in the Utah DWQ's *A Guide to Low Impact Development within Utah.*

LID BMPs Meeting the Retention Standard

- Rain Gardens – Standard Detail BMP-1A in Appendix F shows typical sections for rain gardens for general use. Standard Detail BMP-1B shows typical sections that shall be used for rain gardens proposed within street planter strips. Use the top section labeled "Retention and Infiltration" to meet the retention standard.
- Bioretention cells – Standard Detail BMP-2 in Appendix F shows typical sections for bioretention cells. Use the top section labeled "Retention and Infiltration" to meet the retention standard.
- Bioswales – Standard Detail BMP-3 in Appendix F shows typical sections for bioswales. Use the top section labeled "Biofiltration and Infiltration" for bioswales intended to meet the retention standard, including for all bioswales with longitudinal slopes less than 1%.
- Pervious Pavement – A standard detail for pervious pavement is not provided within this Manual, due to the wide variety of types and associated details and specifications. Pervious pavement is not allowed in City streets. However, the City allows several types of pervious pavement within off-street parking, including pervious asphalt or concrete, pavers, grasscrete, stabilized gravel, or similar material approved by the Development Services Department. Some restrictions apply, such as minimum stone size, strength standards, and ADA compliance. See the applicable parking standard for your zone in Chapters 6 and 14, Provo City Code. The Utah DWQ's *A Guide to Low Impact Development within Utah* also includes guidance which, when followed, will aid in the long-term effectiveness of the pervious pavement.
- Green Roofs – A standard detail for green roofs is not provided within this Manual. Green roofs are generally proprietary systems, with manufacturer's details and specifications that should be followed.
- Infiltration Basins – Standard Detail BMP-4 in Appendix F shows a typical section for infiltration basins. Infiltration basins are generally used in larger drainage areas, where the retention standard cannot be accomplished by dividing the drainage areas and retaining the WQV closer to the source.
- Infiltration Trench – Standard Detail BMP-5 in Appendix F shows a typical section for infiltration trenches. Infiltration trenches are generally used at the edge of parking lots or other hard surfaces, receiving and infiltrating the sheet (non-concentrated) flow.
- Sumps (Dry Wells) – Proposed sumps shall use Standard Detail P-375, also located in the Provo Standard Drawing Details.
- Underground Infiltration Galleries – A standard detail for underground infiltration galleries is not provided within this Manual, due to the wide variety of types and associated details and specifications. Underground infiltration galleries are not allowed within public street right-of-way, and shall not be used for flow generated within public street right-of-way.
- Harvest and Reuse - A standard detail for harvest and reuse is not provided within this Manual, due to the wide variety of types and associated details and specifications. Harvest and reuse is used to collect and retain runoff from rooftops. The collected rainwater is typically used for watering adjacent landscaped areas, but may be used for other purposes where non-potable water is acceptable, such as vehicle or machinery washing.

Treatment LID BMPs (Alternative Method)

- Rain Gardens with underdrain - Standard Detail BMP-1A in Appendix F shows typical sections for rain gardens for general use. Standard Detail BMP-1B shows typical sections that shall be used for rain gardens proposed within street planter strips. Use the bottom section labeled "Filtration with Underdrain".
- Bioretention Cells with underdrain - Standard Detail BMP-2 in Appendix F shows typical sections for bioretention cells. Use the bottom section labeled "Filtration with Underdrain".
- Bioswales - Standard Detail BMP-3 in Appendix F shows typical sections for bioswales. Use the bottom section labeled "Biofiltration Only" for bioswales not intended to infiltrate, and ensure the longitudinal slope is 1% or greater.
- Pervious Pavement with underdrain – Pervious pavements requiring an underdrain shall be considered treatment LID BMPs.

- Tree Box Filters - A standard detail for a tree box filter is not provided within this Manual, because they are generally proprietary devices with their own design details and specifications. Tree box filters are generally used adjacent to a curb inlet, so the WQV enters and is filtered through the tree box filter, and larger flows are bypassed to the curb inlet.
- Vegetated Strips – Standard Detail BMP-6 in Appendix F shows a typical section for vegetated strips. Vegetated strips receive sheet (non-concentrated) flow from adjacent hard surfaces. They are often used as pretreatment for retention and infiltration BMPs, or can be used as a treatment LID BMP upstream of a receiving channel or detention pond

Landscaping within BMPs – Section 15.20, Provo City Code contains landscape requirements for development. Section 15.20.120, Provo City Code contain landscape requirements specific to street planter strips (parkways). The Utah DWQ's *A Guide to Low Impact Development within Utah* contains additional guidance regarding vegetation selection, including plant selection matrix that includes guidance for climate hardiness zones and the various types of LID BMPs.

Vegetation plays a vital role in LID BMPs. It reduces pollutants through phytoremediation, protects the underlying soil from erosion, increases percolation rates, increases aesthetics, reduces the heat island effect of urbanization, and has been shown to contribute to mental health. For this reason, notes for the standard details of several of the BMPs contain minimum coverage requirements.

Per Section 15.20.120 (2), Provo City Code, maintenance of and providing irrigation for the street planter strip is the responsibility of the adjacent property owner. The City will perform inspections, repairs, and significant maintenance for BMPs located in the street planter strip. Regular maintenance of vegetation within the BMP shall remain the responsibility of the adjacent land owner. For this reason, vegetation for BMPs in the street planter strip of new residential developments should be low maintenance. Options include turf grass, or rock mulch and low maintenance plants that do not require regular pruning.

An important consideration for plant selection is tolerance to salt or other deicing agents during the winter. This is especially true for BMPs within the plater strip of collector streets, arterials, and heavily-used commercial parking lots that likely to require frequent plowing and salting during winter storms. But salt tolerance should also be considered for BMPs receiving flow from any street, parking lot, or other hard surface likely to require deicing during the winter. Consult with your landscape architect to determine salt-tolerant plants. Regarding turf grasses specifically, although Kentucky Bluegrass is overall high performing and a very popular choice locally, it has been found in several academic studies to have low tolerance to salts. Tall fescue is also commonly available, and has generally been found to have moderate tolerance to salts. Red fescue and hard fescue are more salt tolerant, but may be harder to find as local sods. An option to consider is seeding with a mixture grass types, which may help increase the turf's ability to tolerate the various conditions it is likely to experience. Besides becoming an eye-sore, coverage of less than 80% significantly inhibits plants' ability to remediate storm water pollution.

To mitigate the risk of wood mulches being conveyed to the storm drain, wood mulches are only allowed where design floods (10-yr and 100-yr) are diverted around or ponded within (not conveyed through) the BMP. Wood mulch shall not be used in BMPs within the street planter strip. In BMPs where wood mulch is allowed, it shall be well-aged, hardwood mulch.

BMP Location – BMPs located within City streets shall only be for flow generated within the street right-of-way and single-family residential lots. Water quality treatment for all other types of development shall be accomplished within the development itself before it enters the public storm drain system.

Pretreatment – A pretreatment device is required prior to any connection into a public storm drain system or water body, or into any underground detention or retention basin system. This includes sumps (dry wells) or similar Class V Injection well. Pretreatment is also encouraged upstream of retention and treatment BMPs, as it can prolong the life of the BMP and/or lower the frequency of required maintenance. Pretreatment devices must meet the manufacturer's design requirements. Pretreatment devices should be designed to, at a minimum, remove floatable contaminants and filter or settle out sediment. Examples of acceptable pretreatment devices include:

- Snouts or similar hooded outlet cover at the pipe outfall from inlets, with a sediment trap below the pipe invert that follows the manufacturer's design recommendation.
- A minimum 12" sediment trap at all inlets, and an isolation chamber with maintenance access provided for underground detention systems.
- Vegetated strips or sediment traps at the upstream end of infiltration BMPs.

Other pretreatment devices may be accepted with approval from the Public Works Director, or their designee.

Maintenance of BMPs – Typical maintenance and inspection requirements and frequencies are included in Fact sheets for each BMP in the Utah DWQ's *A Guide to Low Impact Development within Utah.* See Chapter 12 and Section 18.03.040 for maintenance requirements for private drainage systems.

CHAPTER 12 – **MAINTENANCE ACCESS AND EASEMENTS**

Storm water facilities located on private property shall generally be maintained at the expense of the property owner, unless it collects or conveys public storm water. Private drainage facilities owned and maintained by the property owner do not need easements. They must be located such that adequate maintenance and inspection can be accomplished, but generally are not subject to City minimum maintenance access and easement requirements.

Private facilities that are owned or maintained by someone other than the property owner (such as irrigation mainlines owned and maintained by private irrigation companies, or drainage facilities maintained by the HOA) must be located within an easement in favor of the facility owner. The City requires the easement be recorded, but the property owner shall coordinate with the private utility owner to determine the easement size required.

Storm water facilities which will be owned and/or maintained by the City, must either be located within City right-of-way or contained within an approved easement. Minimum easement size is dependent on facility type and size, and adequate area for maintenance access.

Regardless of public or private ownership, open channels shall be located such that the top of bank is a minimum of 20-feet from structures such as buildings, sheds, etc. Detention and retention basin shall be located a minimum of 40-feet from structures, or provide engineered water proofing measures. Storm drain shall be located a minimum of 10-feet from structures.

12.1 Storm Drain Easements

The following equation shall be used to calculate minimum easement width for City storm drain. Easement widths shall be rounded up to the nearest 5-foot increment, with a minimum width of 20-feet.

$W_e = OD + 2H + 3$

Where:

W_e = Easement Width
OD = Outer Diameter of Pipe
H = Depth from final grade to top of pipe

12.2 Detention/Retention Maintenance and Easements

Private detention/retention systems, whether they are above ground or underground, shall be located in a manner to allow regular maintenance and inspection activities. Maintenance access needs shall be coordinated with the persons or entities who will be responsible for the maintenance.

For above-ground detention/retention basins to be owned and/or maintained by the City, a minimum 12-foot wide stable, all-weather maintenance road shall be provided around the perimeter of the basin. A minimum of a 12-foot wide stable, drivable maintenance road to the bottom of the basin shall also be provided, with a maximum 15% slope. A drainage easement shall be provided that includes the entirety of the basin (to the outside toe of slope), outfall structure(s), and maintenance roads.

12.3 Ditch/Channel Maintenance and Easements

City maintenance access needs for ditches and open channels vary depending on the size of the channel. Easement widths shall be based on the following:

Q_{10}<20 cfs	W_e = 15 feet minimum, with 15-foot minimum adjacent access
Q_{10}<100 cfs	W_e = 20 feet minimum, with 15-foot minimum adjacent access
Q_{10}>100 cfs	Coordinate with Public Works Director or their designee for easement width based on maintenance requirements

Where:

Q_{100} = 10-year design flow
W_e = Easement Width

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APPENDIX A

Provo Rain Gauges

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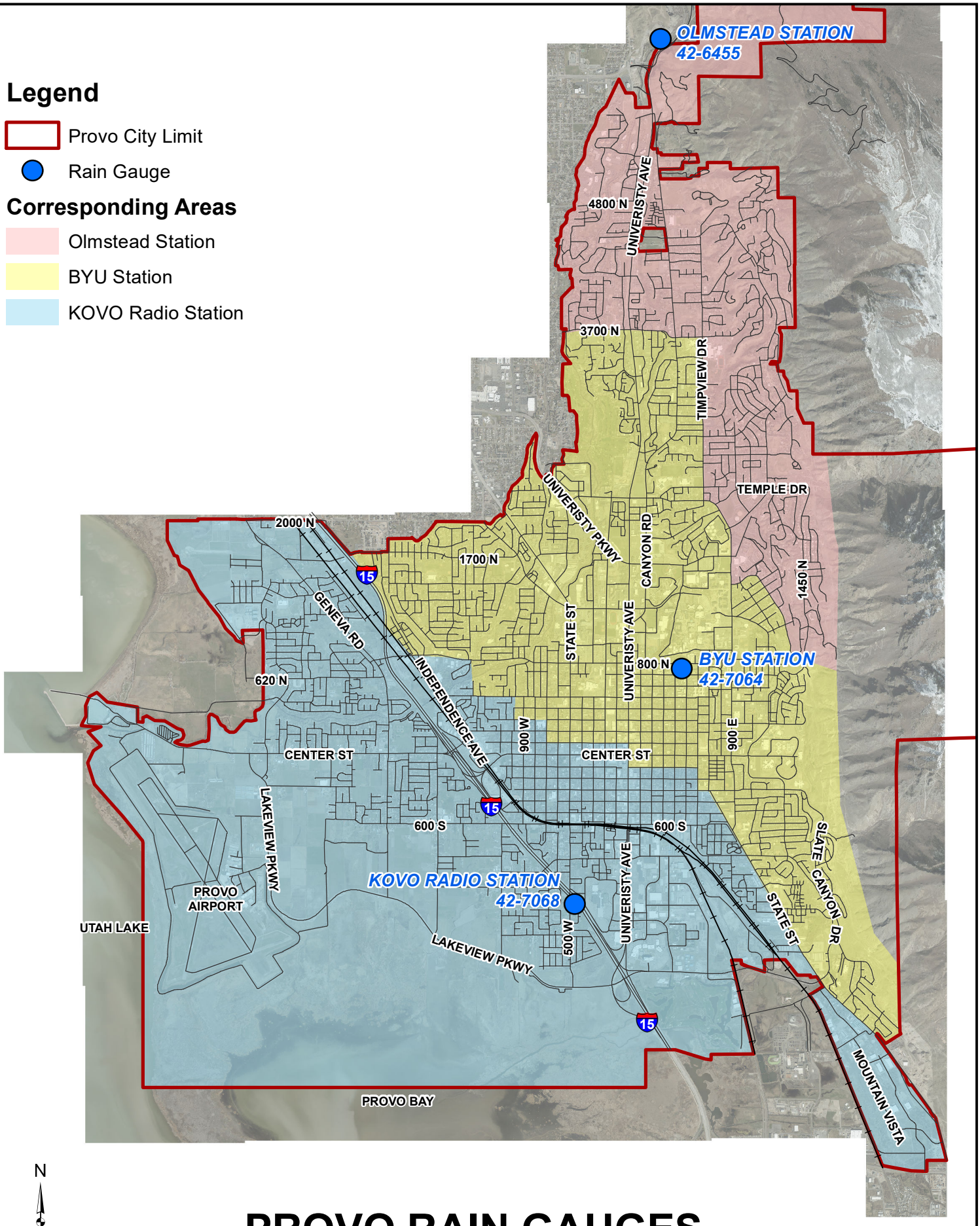
STORM WATER



PROVO RAIN GAUGES

PROVO CITY STORM DRAINAGE SYSTEMS DESIGN AND MANAGEMENT MANUAL

APPENDIX B

Sample Time of Concentration Worksheet

PUBLIC WORKS
STORM WATER

TR-55 Worksheet

Basin	**Area 1**	**Area 2**	**Area 3**	**Area 4**	**Area 5**
Drainage Area (acres)	2.1	1.5	3.4	1.2	0.8
	0.0033	0.0023	0.0053	0.0019	0.0013
Overland Flow Length	100	150	100	100	150
Shallow Flow Length	100	100	150	200	100
Channel Flow Length	225	205	520	130	0
Total Flow Length (ft)	425	455	770	430	250
Overland Flow High	4500.0	4499.0	4496.0	4495.0	4490.0
Overland Flow Low	4496.0	4495.0	4491.0	4491.0	4487.0
Change in Elevation (ft)	4	4	5	4	3
Shallow High	4496.0	4495.0	4491.0	4491.0	4487.0
Shallow Low	4495.0	4494.0	4489.0	4488.0	4485.0
Change in Elevation (ft)	1	1	2	3	2
Channel High	4495.0	4494.0	4489.0	4488.0	4485.0
Channel Low	4492.8	4492.8	4487.2	4483.2	4485.0
Change in Elevation (ft)	2.2	1.2	1.8	4.8	0
Overland Flow Slope	0.040	0.027	0.050	0.040	0.020
Shallow Flow Slope	0.010	0.010	0.013	0.015	0.020
Channel Flow Slope	0.0098	0.0059	0.0035	0.0369	0.0000
Overland Flow Mannings N	0.011	0.011	0.200	0.200	0.011
2-yr, 24-hour Rainfall	1.37	1.37	1.37	1.37	1.37
Shallow Flow Cover	Paved	Paved	Paved	Paved	Paved
Shallow Flow Velocity (ft/s)	2.0	2.0	2.3	2.5	2.9
Channel Flow Velocity (ft/s)	8.0	7.0	5.0	5.0	0.0
Overland Flowtime (min)	5.0	5.0	13.1	14.3	5.0
Shallow flowtime (min)	0.8	0.8	1.1	0.0	0.6
Channel flowtime (min)	0.5	0.5	1.7	0.4	0.0
t_c calculations (min)	6.3	6.3	15.9	14.7	5.6

APPENDIX C

Sample Rational Method Detention Analysis

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STORM WATER

Detention Pond Calculations

Project Name	**Sample Apartment Project Near BYU**		

Drainage Area Information

Drainage Area Name	Area 1		
Total Area, **A**	2.00	(ac)	
Runoff Coefficient, **C**	0.70		
Allowable Discharge, $\mathbf{Q_{out}}$	0.40	(cfs)	0.2*__A__

Detention Basin Information

Max Depth, **h**	3.00	(ft)
Available Volume at Max Depth, **V**	3,000	(ft^3)

Detention Output

Orifice Area, $\mathbf{A_o}$	6.38	(in^2)	$\mathbf{Q_{out}}/(\sqrt{(2*32.2*\mathbf{h})}*0.65)*(144\ in^2/ft^2)$
Equivalent Diameter, $\mathbf{A_o}$	2.85	(in)	$2*\sqrt{(\mathbf{A_0}/\pi)}$

Volume Calculations

Time Step	Time (min)	Rainfall Intensity (in/hr)	Runoff Coefficient	Area (ac)	Inflow (cfs)	Total Inflow (ft^3)	Total Outflow (ft^3)	Required Storage (ft^3)	Sufficient Volume?
5 min	5	3.35	0.70	2.00	4.690	1,407.000	120.000	1,287.000	YES
10 min	10	2.54	0.70	2.00	3.556	2,133.600	240.000	1,893.600	YES
15 min	15	2.1	0.70	2.00	2.940	2,646.000	360.000	2,286.000	YES
30 min	30	1.42	0.70	2.00	1.988	3,578.400	720.000	2,858.400	YES
1 hr	60	0.88	0.70	2.00	1.232	4,435.200	1,440.000	2,995.200	YES
2 hr	120	0.5	0.70	2.00	0.700	5,040.000	2,880.000	2,160.000	YES
3 hr	180	0.37	0.70	2.00	0.518	5,594.400	4,320.000	1,274.400	YES
6 hr	360	0.23	0.70	2.00	0.322	6,955.200	8,640.000	-1,684.800	YES
12 hr	720	0.14	0.70	2.00	0.196	8,467.200	17,280.000	-8,812.800	YES
24 hr	1440	0.09	0.70	2.00	0.126	10,886.400	34,560.000	-23,673.600	YES

APPENDIX D

Soils Exhibit

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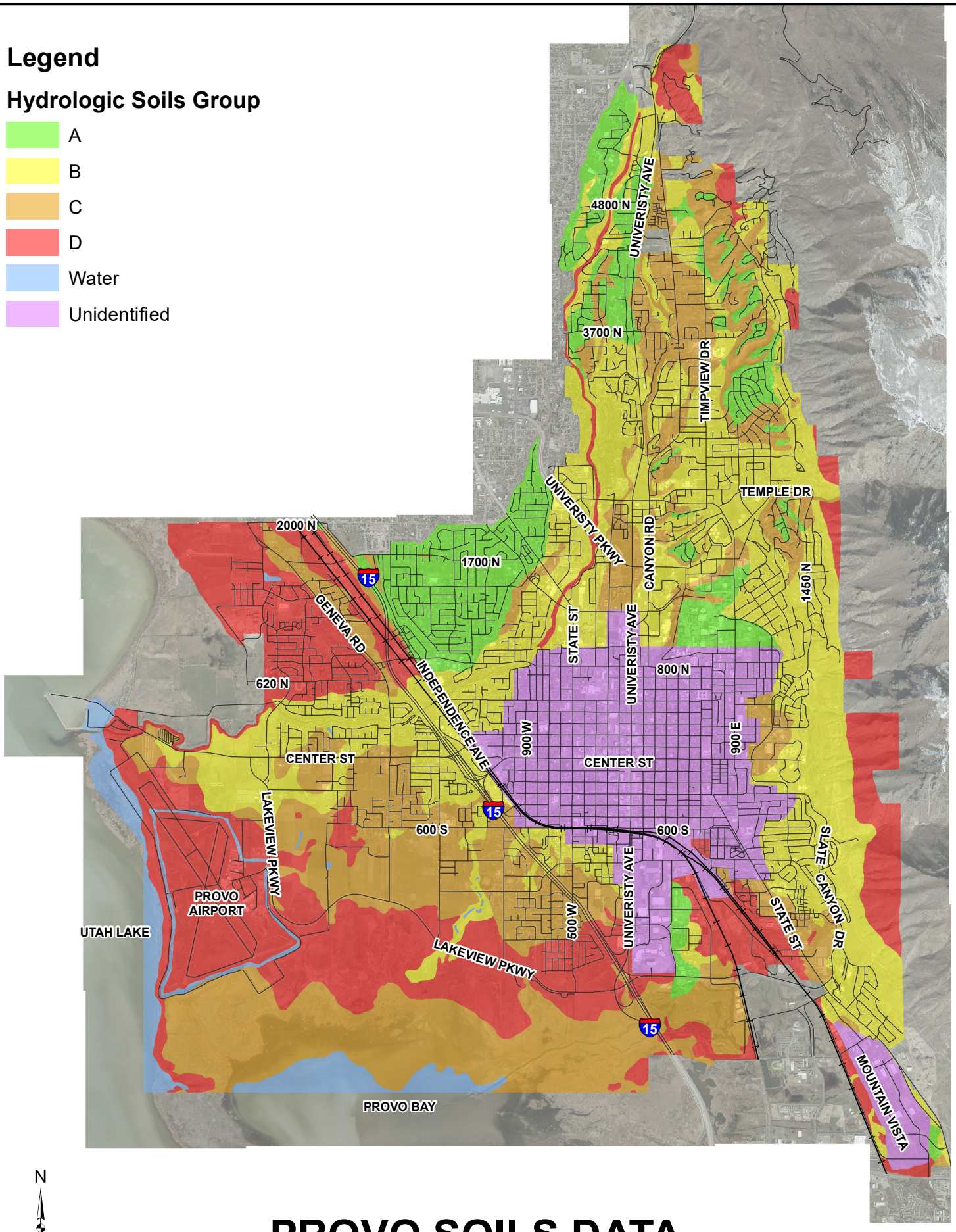
PUBLIC WORKS
STORM WATER



PROVO SOILS DATA

PROVO CITY STORM DRAINAGE SYSTEMS DESIGN AND MANAGEMENT MANUAL

APPENDIX E

Infiltration Limitations Maps

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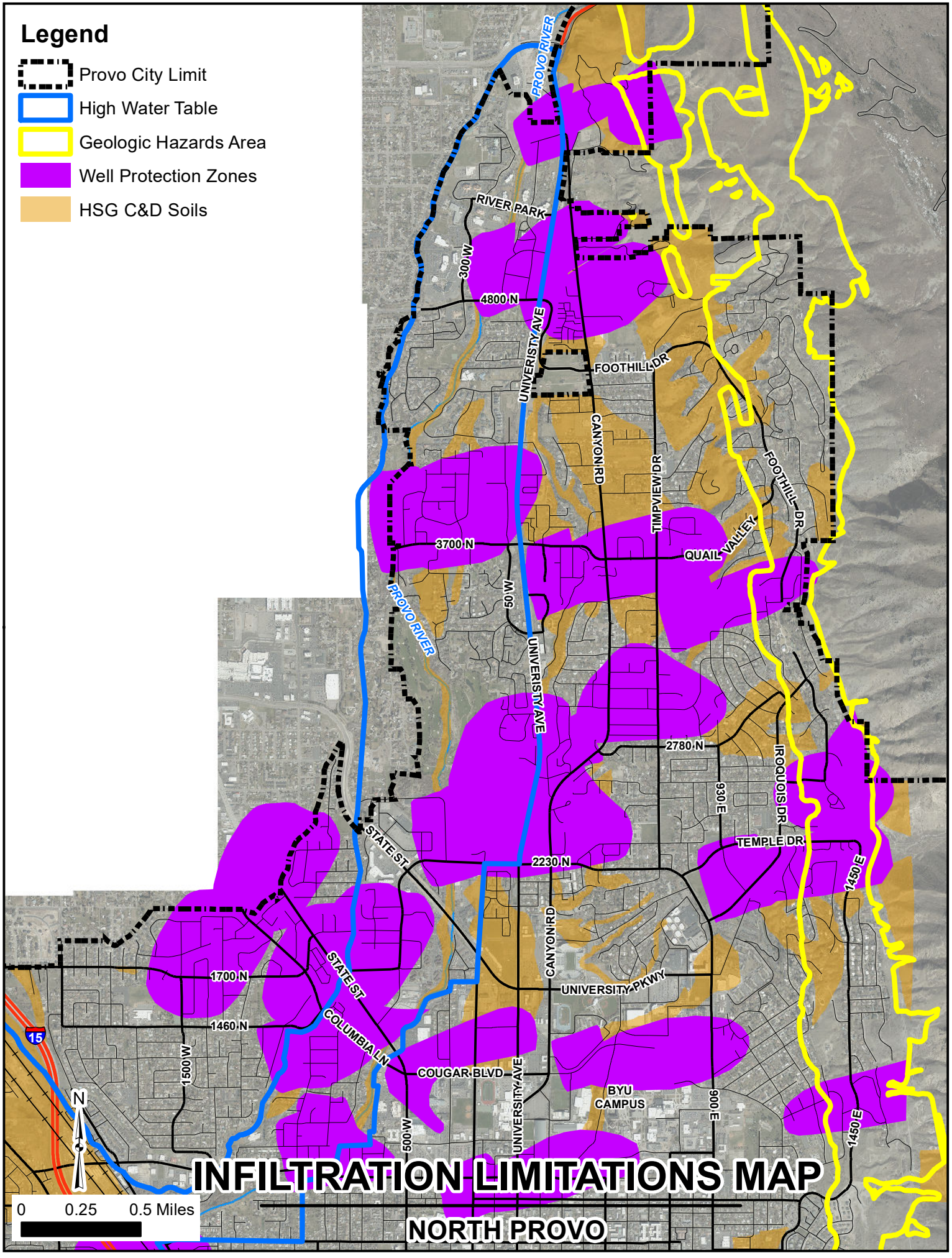
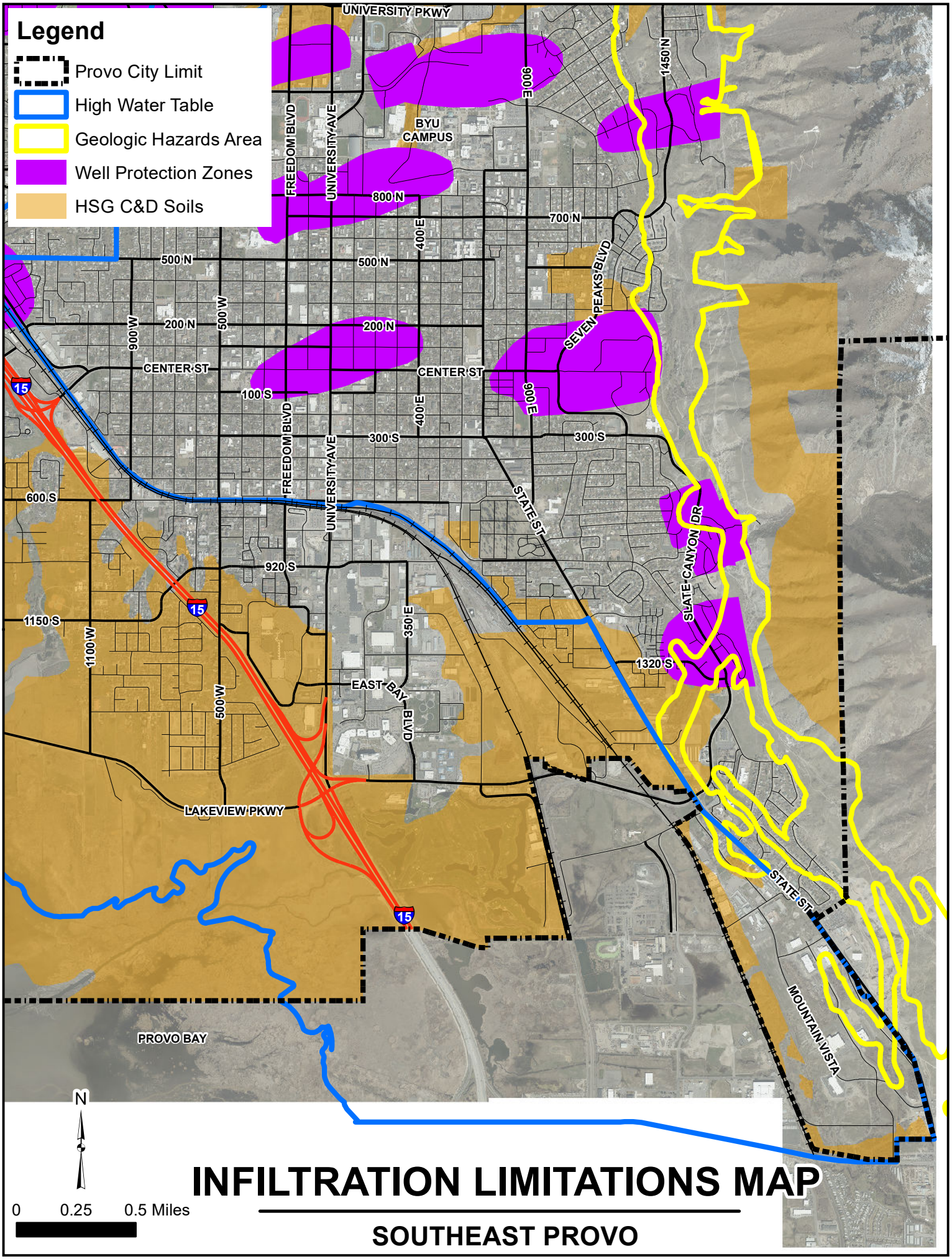
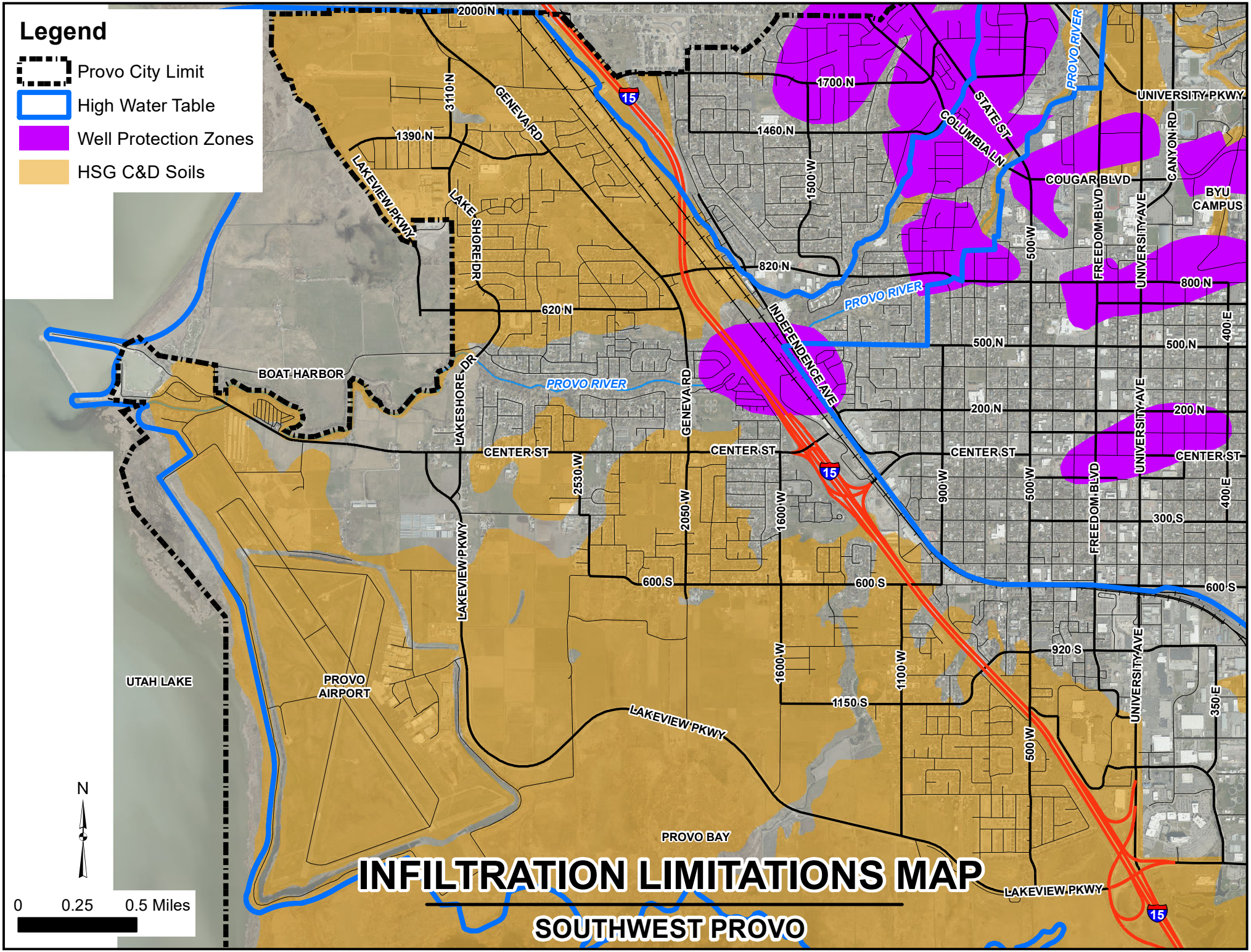

Legend
Provo City Limit
High Water Table
Geologic Hazards Area
Well Protection Zones
HSG C&D Soils
PROVO RIVER
RIVER PARK
300 W
4800 N
UNIVERSITY AVE
FOOTHILL DR
CANYON RD
TIMPVIEW DR
FOOTHILL DR
3700 N
QUAIL VALLEY
PROVO RIVER
50 W
UNIVERSITY AVE
2780 N
930 E
IROQUOIS DR
STATE ST
TEMPLE DR
2230 N
1450 E
CANYON RD
1700 N
STATE ST
UNIVERSITY PKWY
1460 N
COLUMBIA LN
15
1500 W
COUGAR BLVD
BYU
CAMPUS
900 E
500 W
UNIVERSITY AVE
1450 E
N
0
0.25
0.5 Miles
INFILTRATION LIMITATIONS MAP
NORTH PROVO



INFILTRATION LIMITATIONS MAP

SOUTHEAST PROVO


Legend
Provo City Limit
High Water Table
Well Protection Zones
HSG C&D Soils
2000 N
3110 N
1390 N
1700 N
1460 N
820 N
620 N
500 N
200 N
600 S
920 S
1150 S
GENEVA RD
LAKEVIEW PKWY
LAKE SHORE DR
LAKESHORE DR
STATE ST
COLUMBIA LN
INDEPENDENCE AVE
PROVO RIVER
UNIVERSITY PKWY
CANYON RD
COUGAR BLVD
BYU CAMPUS
FREEDOM BLVD
UNIVERSITY AVE
CENTER ST
1500 W
2530 W
2050 W
1600 W
1100 W
900 W
500 W
400 E
300 S
350 E
BOAT HARBOR
UTAH LAKE
PROVO AIRPORT
PROVO BAY
15
N
0 0.25 0.5 Miles
INFILTRATION LIMITATIONS MAP
SOUTHWEST PROVO

APPENDIX F

Long-Term Storm Water Quality BMPs

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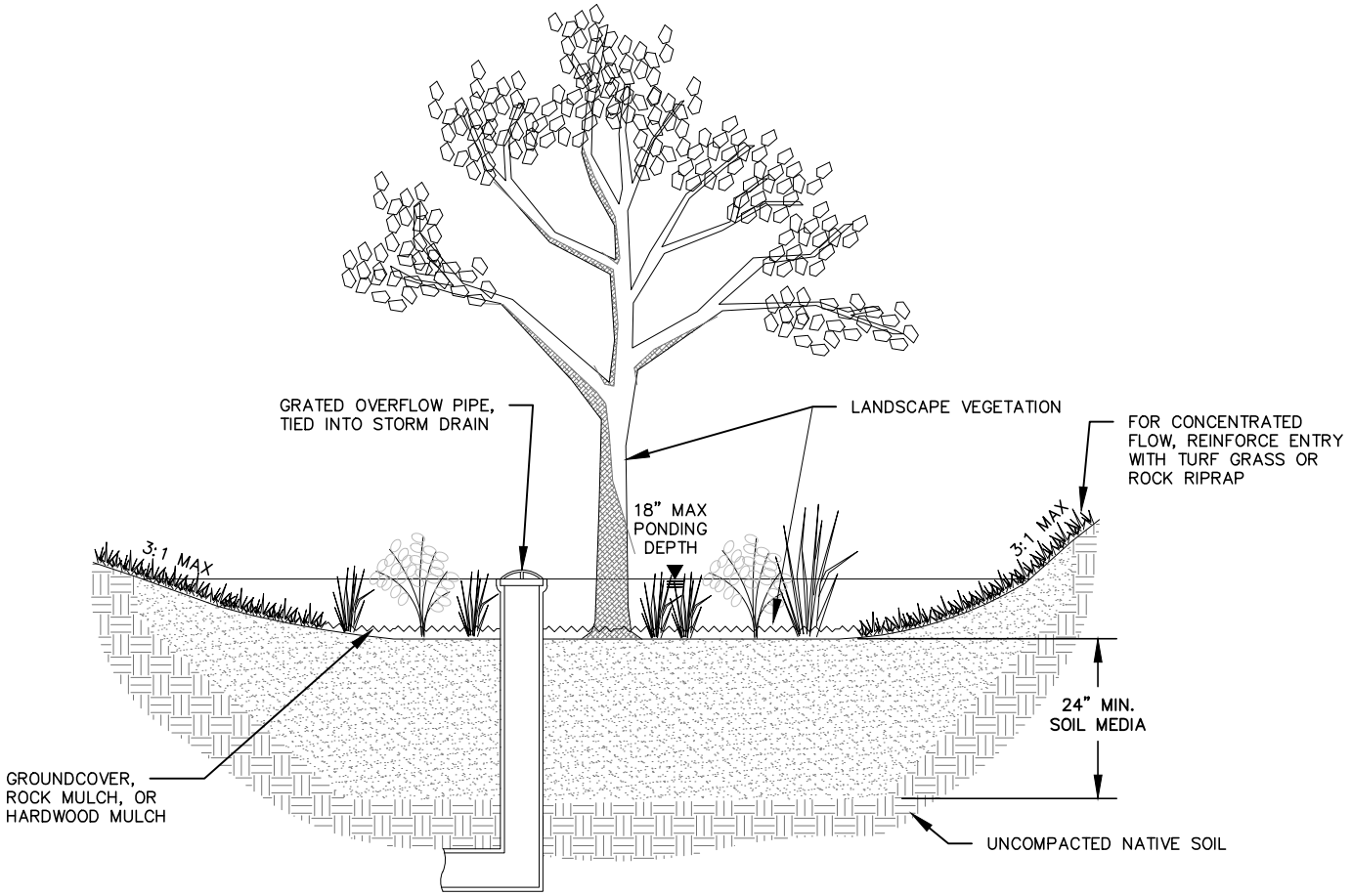
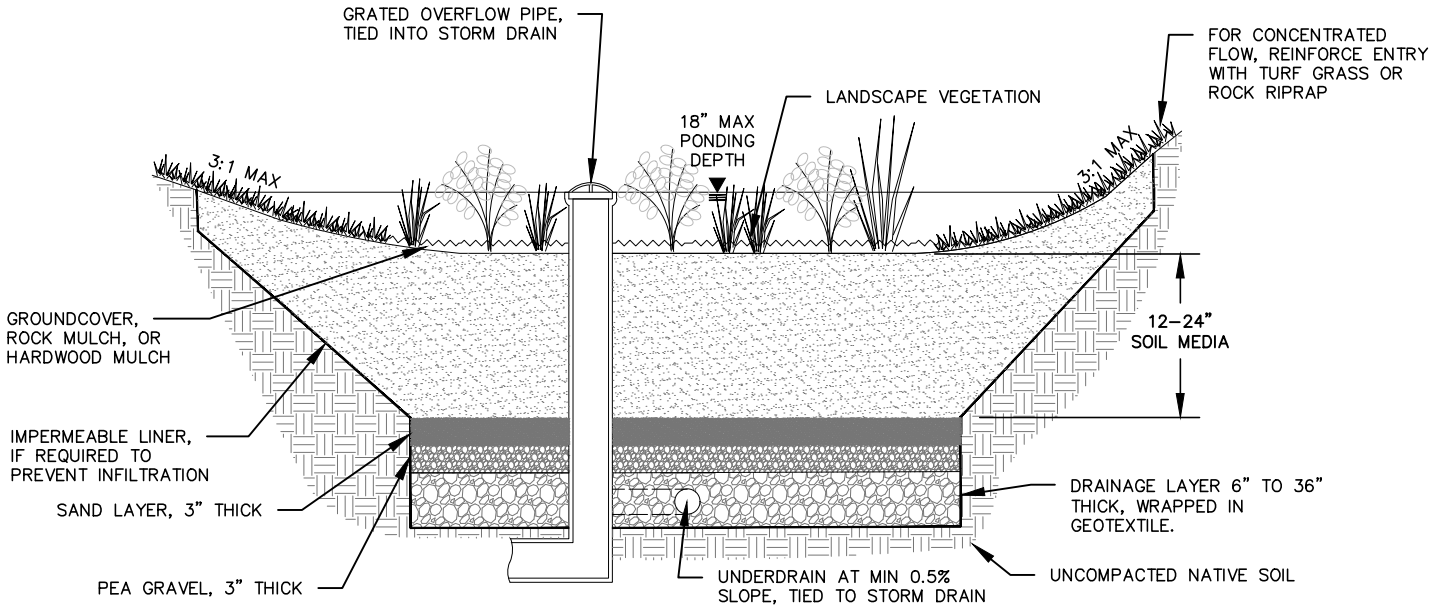
STORM WATER



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

RAIN GARDEN

STANDARD DETAIL
BMP-1A

NOT TO SCALE

REVISED DATE: 03/01/2020

Rain Garden

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Rock Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner, Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection in BMPs. Minimum 65% vegetative cover. Wood mulch only allowed where design floods are diverted around or ponded within rain garden (not conveyed through with velocity). Rain gardens requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

I. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

J. Rock Mulch: Decorative rock at least 1" in diameter.

K. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Rain garden native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities prior to constructing the rain garden. Avoid BMP footprint when possible.

C. Construction of rain garden shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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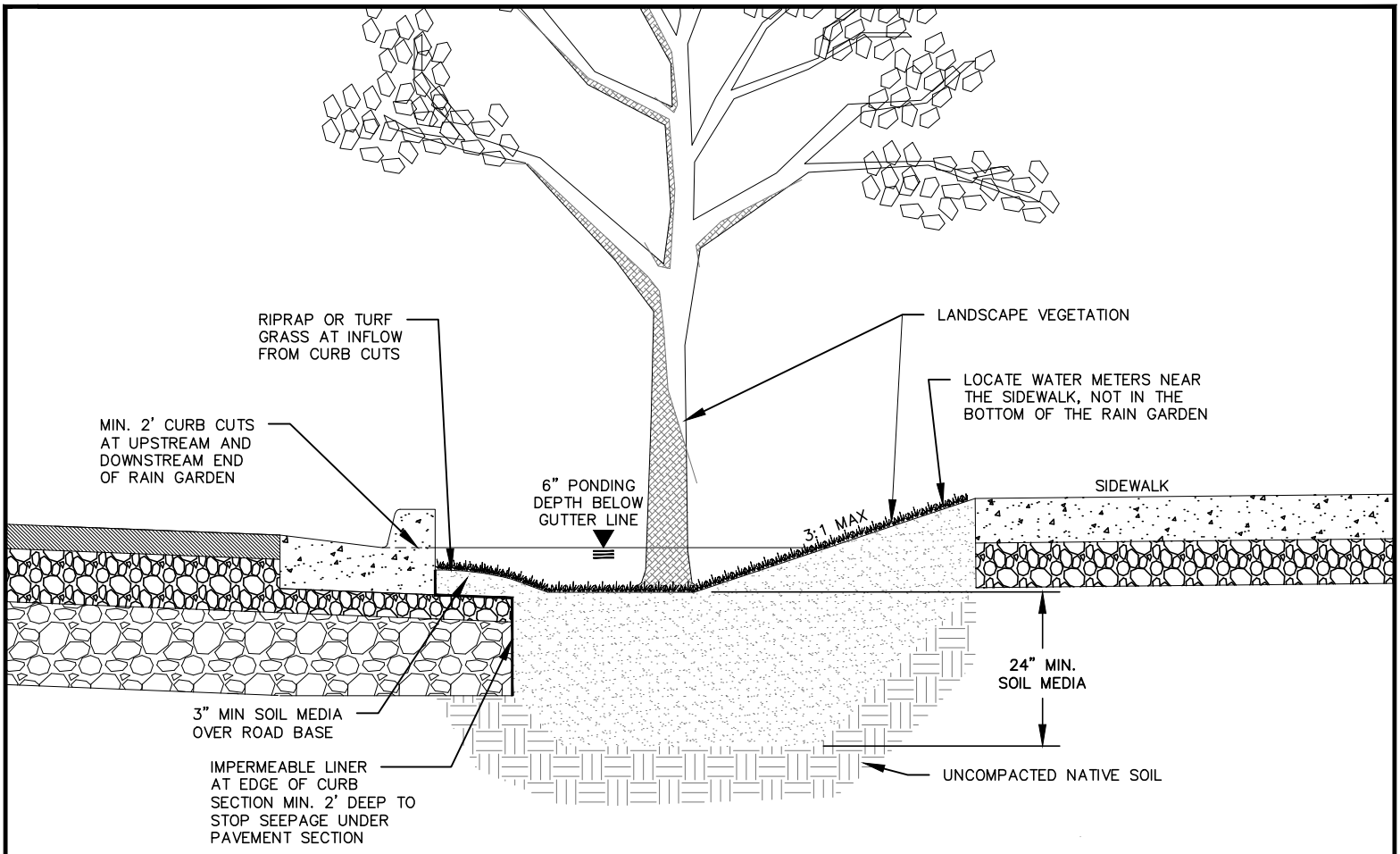
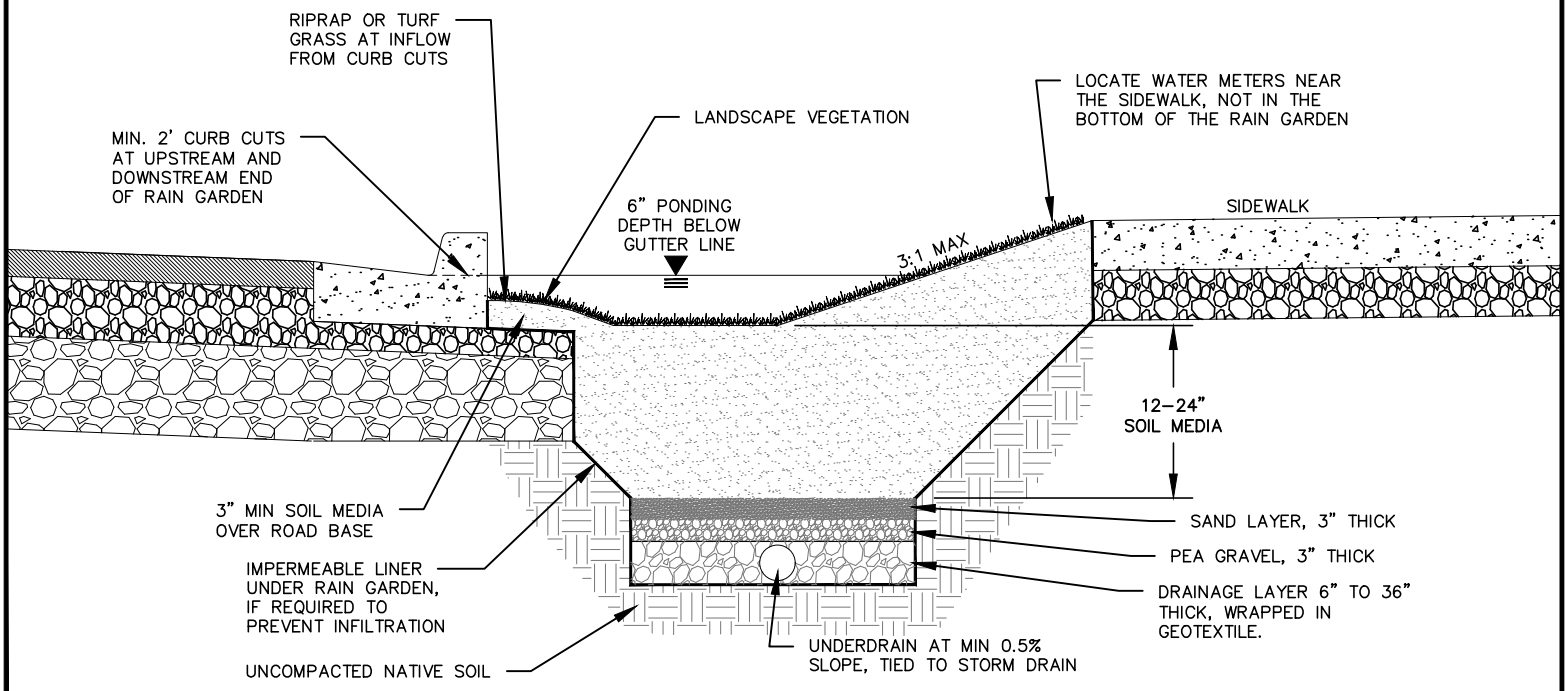
RAIN GARDEN

STANDARD DETAIL
BMP-1A
NOT TO SCALE
REVISED DATE: 03/01/2020



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

RAIN GARDEN IN STREET PLANTER STRIP

STANDARD DETAIL
BMP-1B

NOT TO SCALE

REVISED DATE: 03/31/2020

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20.120 - Parkways, Provo City Code for vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Either (a) turf grass or (b) rock mulch and low maintenance plants that do not require regular pruning must be installed for new residential developments, for ease of maintenance by homeowner. No wood mulch allowed in rain gardens in street planter strips. Rain gardens requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

J. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

K. Rock Mulch: Decorative rock at least 1" in diameter.

3. EXECUTION

A. Rain garden native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities (including gas and communication/power conduits) prior to constructing the rain garden. Locate with consideration of the rain garden's drainage characteristics.

C. Construction of rain garden shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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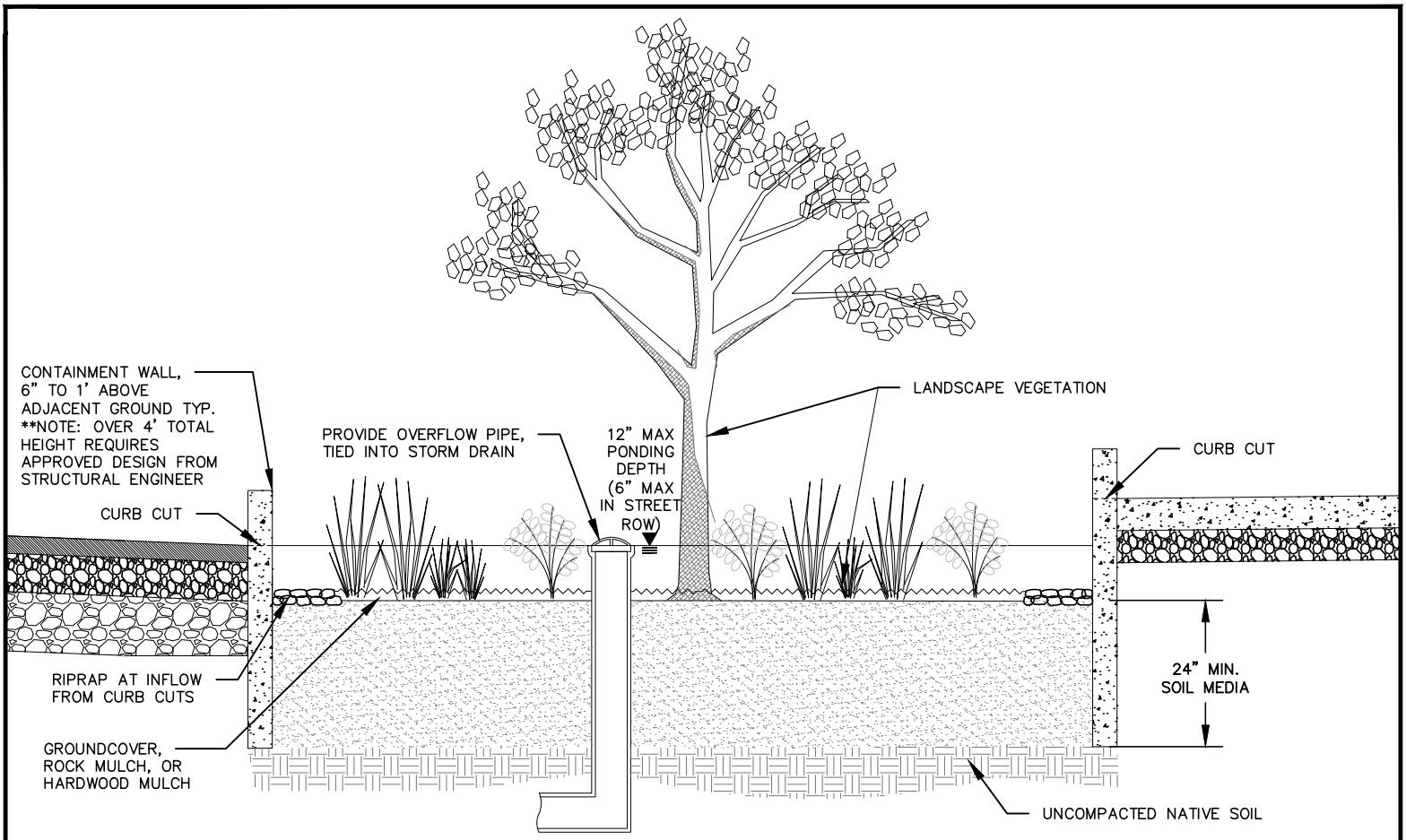
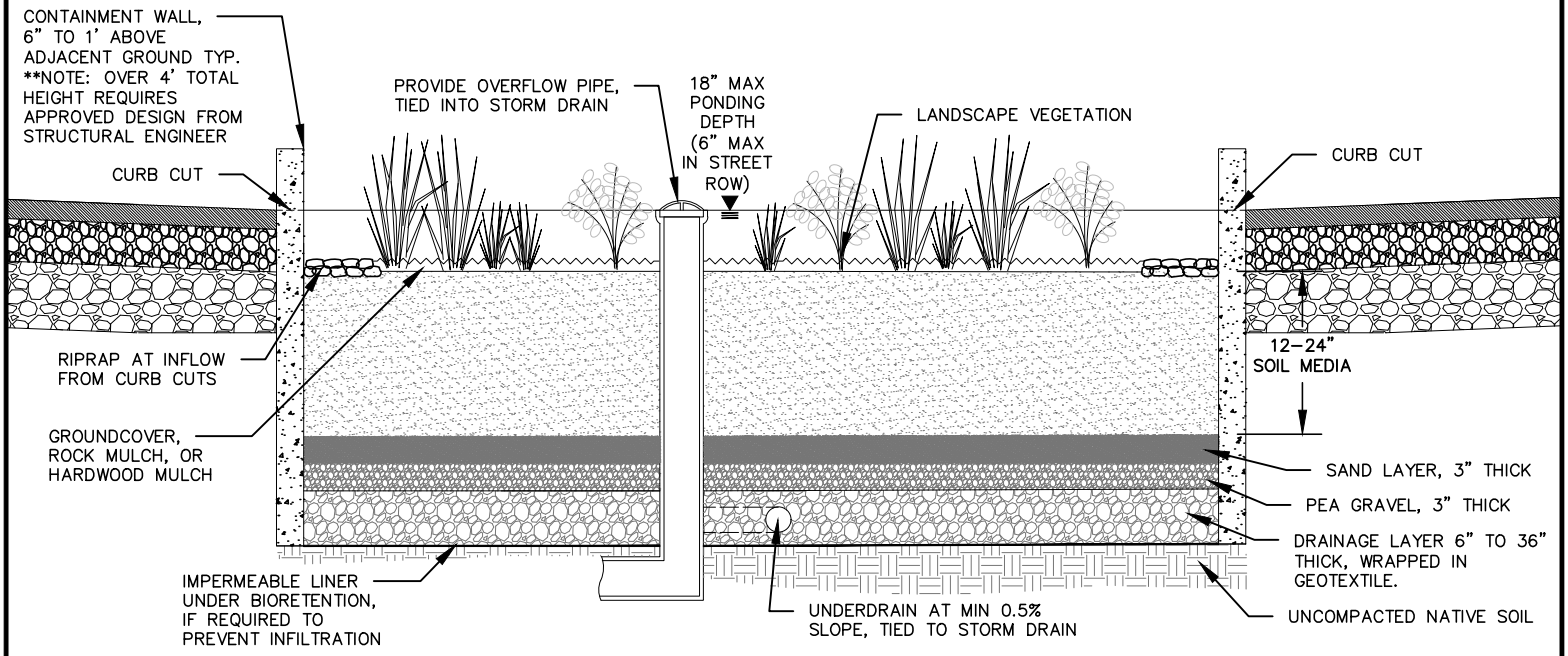
RAIN GARDEN IN STREET PLANTER STRIP

STANDARD DETAIL
BMP-1B
NOT TO SCALE
REVISED DATE: 03/31/2020



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

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BIORETENTION CELL

STANDARD DETAIL
BMP-2

NOT TO SCALE

REVISED DATE: 03/31/2020

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Rock Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner, Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Wood mulch only allowed where design floods are diverted around or ponded within bioretention cell (not conveyed through with velocity). No wood mulch in cells in street planter strips. Bioretention cells requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

I. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

J. Rock Mulch: Decorative rock at least 1" in diameter.

K. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Native subgrades under bioretention shall not be compacted, and heavy construction equipment shall not be allowed within the bioretention cell footprint.

B. Install all utilities prior to constructing the bioretention. Avoid BMP footprint when possible.

C. Construction of bioretention cell shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the bioretention cell during construction. If silt or other debris enters the bioretention cell during construction, remove before construction resumes.

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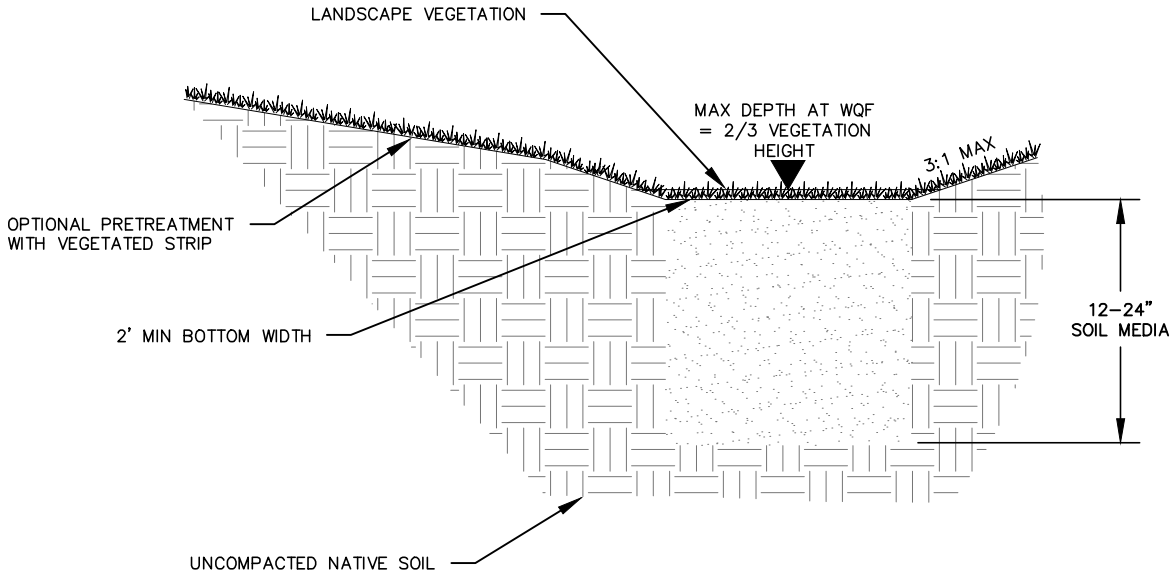
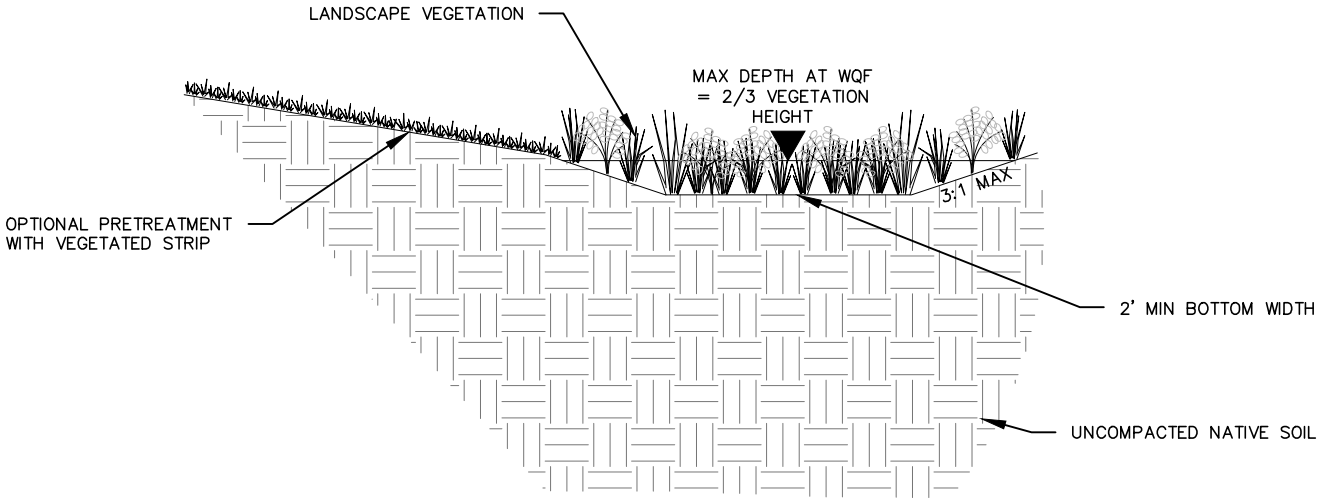
BIORETENTION CELL

STANDARD DETAIL
BMP-2
NOT TO SCALE
REVISED DATE: 03/31/2020



BIOFILTRATION AND INFILTRATION



BIOFILTRATION ONLY

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BIOSWALE

STANDARD DETAIL
BMP-3

NOT TO SCALE

REVISED DATE: 03/31/2020

Bioswales

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Wood mulch not allowed in bioswales due to the swale being intended to convey flow with velocity.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Rock Mulch: Decorative rock at least 1" in diameter. Size rock to withstand design velocities.

3. EXECUTION

A. Bioswales using the bottom section shall have a longitudinal slope of 1% or greater. See design plans for design slope.

B. Bioswale native subgrades shall not be compacted if infiltration is required, and heavy construction equipment shall not be allowed within the bioswale footprint.

C. Install all utilities (including gas and communication/power conduits) prior to constructing the bioswale. Locate with consideration of the bioswale's drainage characteristics.

D. Construction of bioswale shall commence after adjacent and tributary areas are stabilized.

E. For infiltration bioswales: If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

J. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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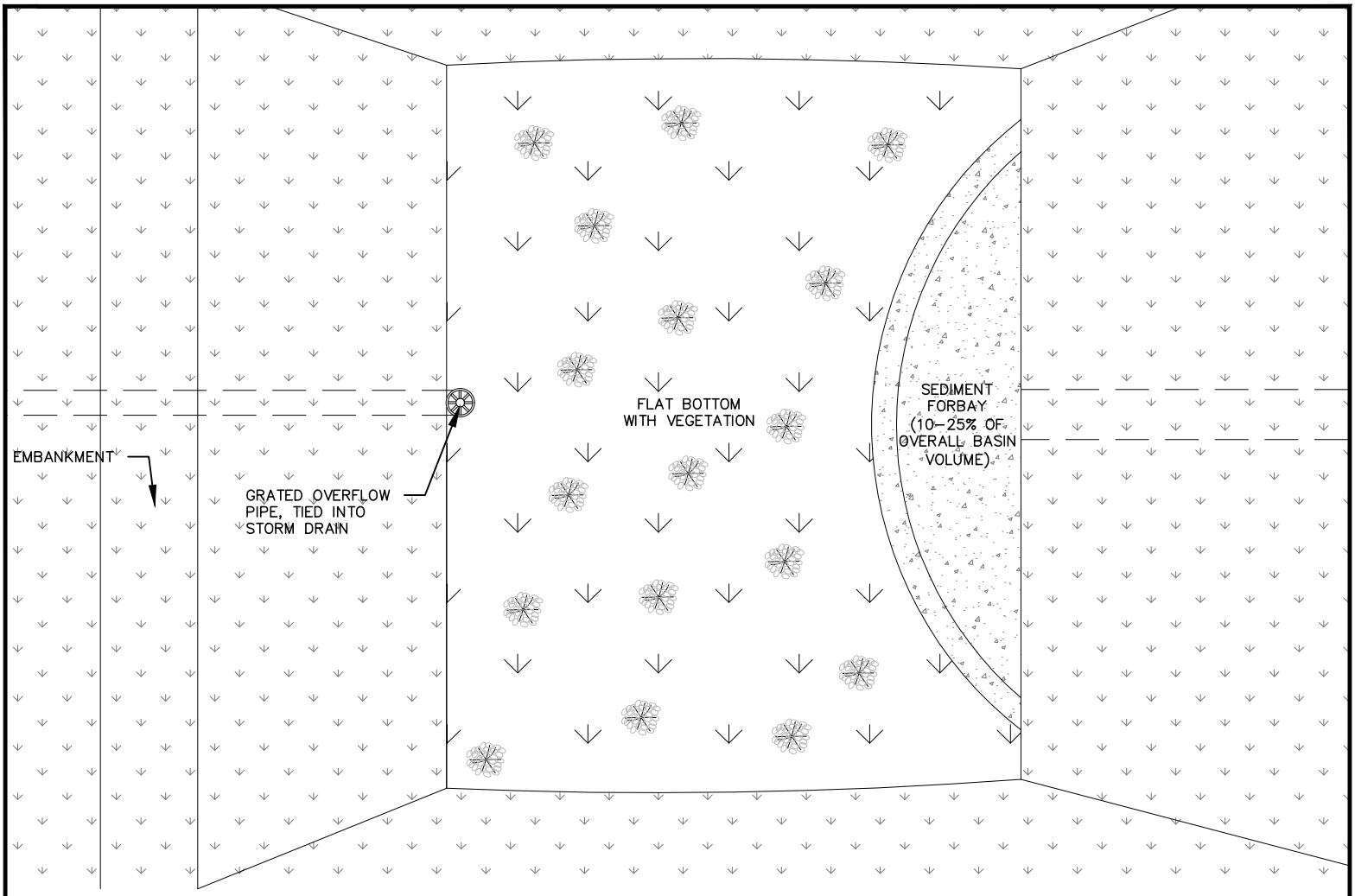
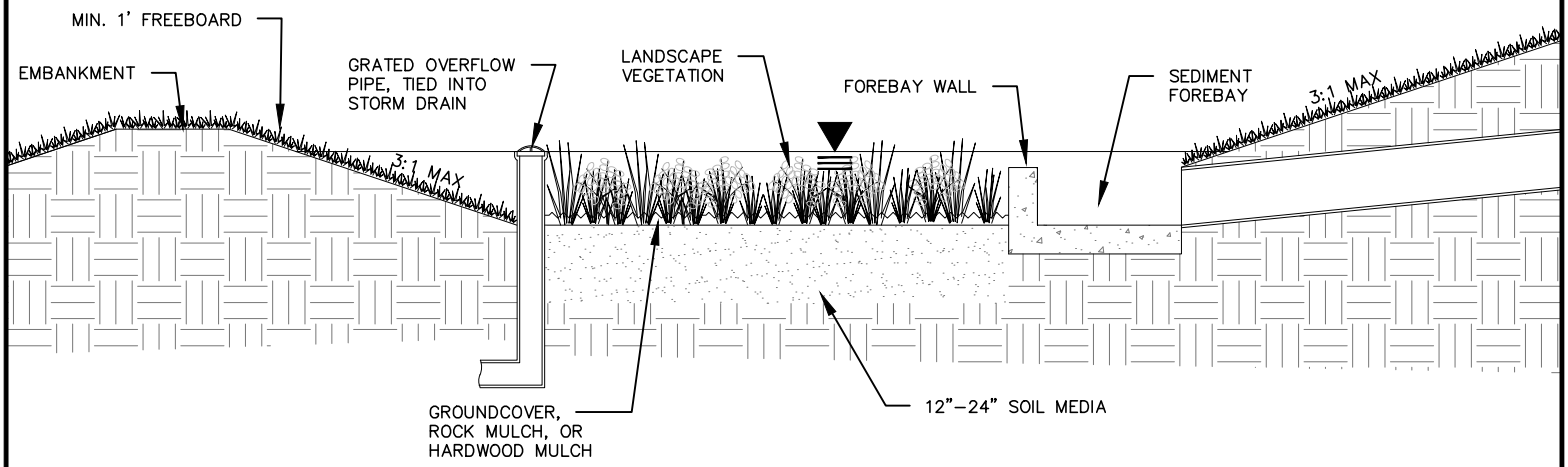
BIOSWALE

STANDARD DETAIL
BMP-3
NOT TO SCALE
REVISED DATE: 03/31/2020





provo PUBLIC WORKS

INFILTRATION BASIN

STANDARD DETAIL
BMP-4

NOT TO SCALE

REVISED DATE: 03/31/2020

Rain Garden

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Rock Mulch: Name of supplier and source.

A.3. Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection in BMPs. Minimum 65% vegetative cover.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Rock Mulch: Decorative rock at least 1" in diameter.

D. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Infiltration basin native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities prior to constructing the basin. Avoid BMP footprint when possible.

C. Construction of infiltration basin shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

J. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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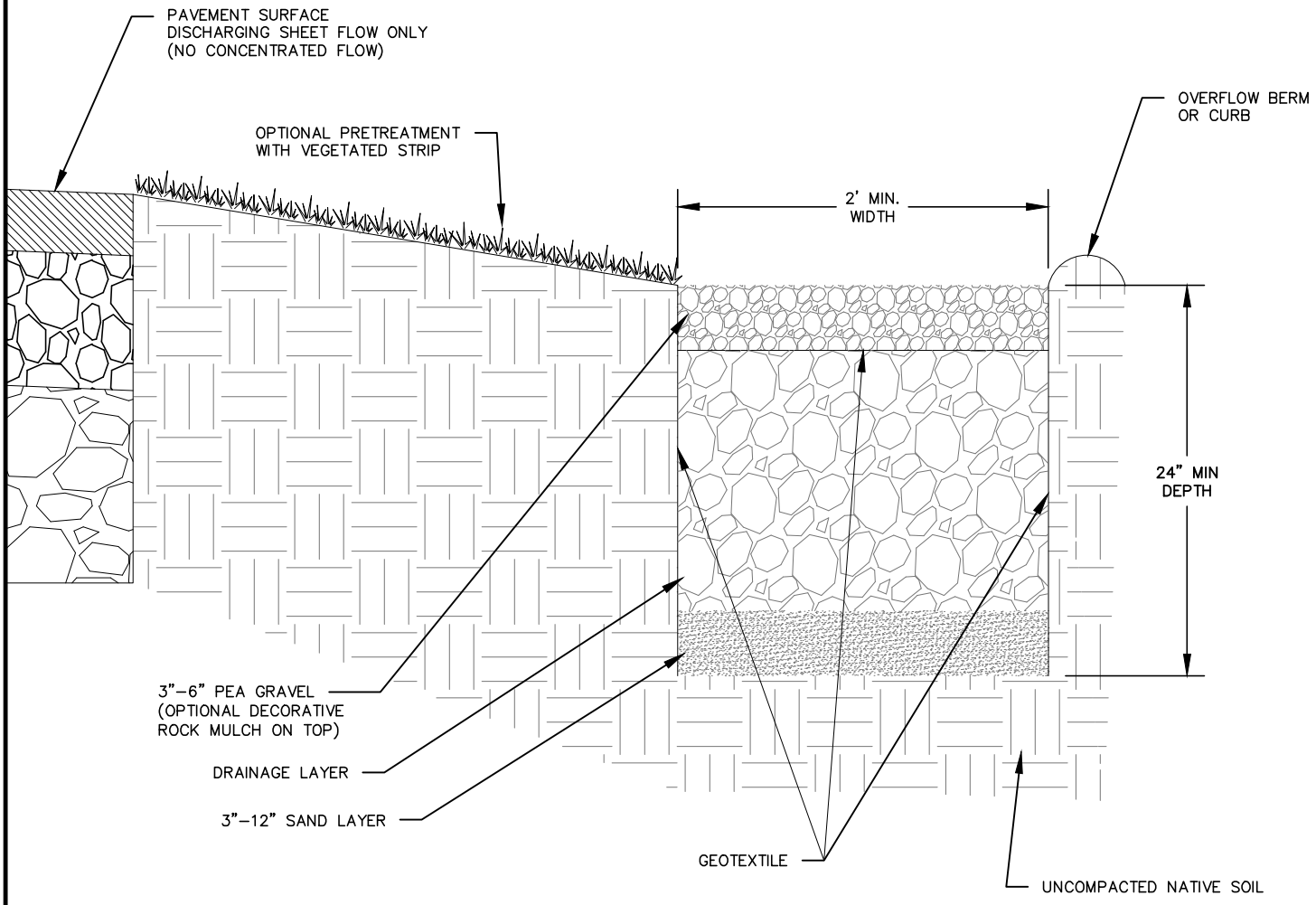
INFILTRATION BASIN

STANDARD DETAIL
BMP-4
NOT TO SCALE
REVISED DATE: 03/31/2020



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INFILTRATION TRENCH

STANDARD DETAIL
BMP-5

NOT TO SCALE

REVISED DATE: 03/31/2020

Infiltration Trench

1. GENERAL

A. Submit before use:

A.1. Sand, Pea Gravel, Sewer Rock: Name of supplier and source.

A.2. Geotextile: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

B. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

C. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

D. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

E. Rock Mulch (optional): Decorative rock at least 1" in diameter.

3. EXECUTION

A. Native subgrades under trench shall not be compacted, and heavy construction equipment shall not be allowed within the infiltration trench footprint.

B. Install all utilities prior to constructing the trench. Avoid BMP footprint when possible.

C. Construction of infiltration trench shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Follow manufacturer's recommendations for geotextile overlapping .

J. Infiltration trenches longitudinal slopes shall be 1% max. No longitudinal slope preferred.

K. Adhere to approved construction SWPPP, including any BMPs required to protect the infiltration trench during construction. If silt or other debris enters the trench during construction, remove before construction resumes.

provo PUBLIC WORKS

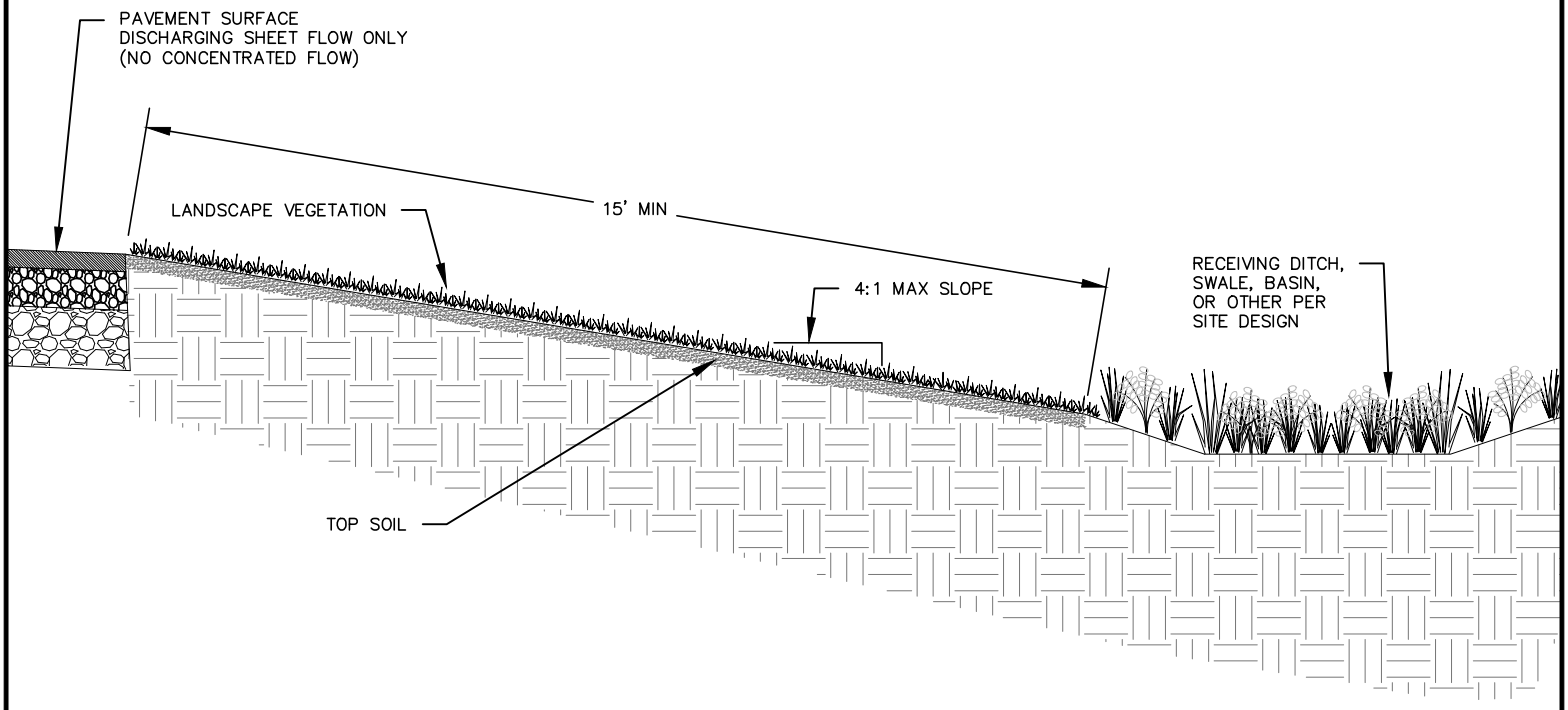
INFILTRATION TRENCH

STANDARD DETAIL

BMP-5

NOT TO SCALE

REVISED DATE: 03/31/2020



provo PUBLIC WORKS

VEGETATED STRIP

STANDARD DETAIL

BMP-6

NOT TO SCALE

REVISED DATE: 03/31/2020

Bioswales

1. GENERAL

A. Submit before use:

A.1. Top Soil: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 80% vegetated cover.

B. Top Soil: Per Utah Chapter APWA Specification 31 05 13.

3. EXECUTION

A. Vegetated strips shall have a maximum slope of 4:1, and minimum length of 15'. See design plans for design slope and length.

B. Install all utilities (including gas and communication/power conduits) prior to constructing the vegetated strip. Locate with consideration of the vegetated strip and receiving water body's drainage characteristics.

C. Construction of vegetated strip shall commence after adjacent and tributary areas are stabilized.

D. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

provo PUBLIC WORKS

VEGETATED STRIP

STANDARD DETAIL

BMP-6

NOT TO SCALE

REVISED DATE: 03/31/2020

APPENDIX G

Storm Water Quality Report Template

provo
PUBLIC WORKS
STORM WATER

Storm Water Quality Report – Template

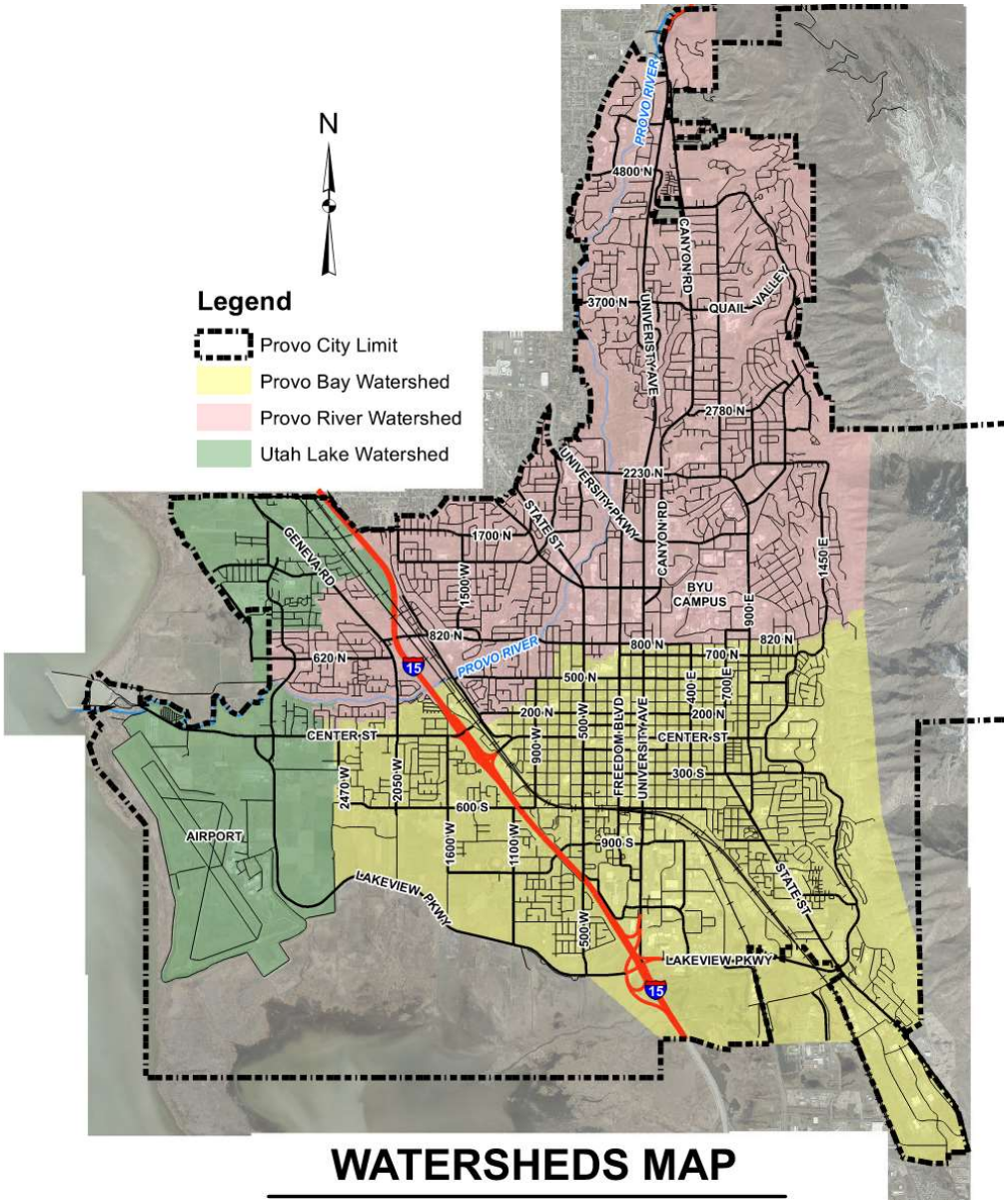
PAGE 1 – PROJECT NAME AND LOCATION

Design Engineer: _____ Date: _____

Project Name: _____ Project Type (circle one): New/Redevelopment

This project discharges to which impaired water body? (see Watershed Map below)

- ☐ Provo River-1
  Impairments: OE Bioassessment
  No Approved TMDL
- ☐ Utah Lake other than Provo Bay
  Impairments: Harmful Algal Blooms, PCB in Fish Tissue, Total Dissolved Solids, Total Phosphorus
  No Approved TMDL
- ☐ Provo Bay portion of Utah Lake
  Impairments: PCB in Fish Tissue, pH, Total Ammonia, Total Phosphorus
  No Approved TMDL



PAGE 2 – STATEMENT OF ADHERENCE TO WATER QUALITY REQUIREMENTS

Check the box that applies to your project.

For redevelopment projects:

Check which situation applies.

- ☐ The project decreases the site impervious cover by ____ %. Pretreatment was provided for new storm drain connections. *After signing and stamping this document below, you are done.*
- ☐ The project increases the site impervious cover by less than 10% (actual is ___ %), but increases the onsite retention by _____ cf. *After signing and stamping this document below, you are done.*
- ☐ The project increases the site impervious cover by 10% or more. *Complete the remaining sections, and sign and stamp this document.*

For development projects:

- ☐ My project is new development. *Complete the remaining sections below, and sign and stamp this document.*

I, the undersigned, have reviewed the storm water quality design and find this report to be complete, accurate, and current.

[Design Engineer stamp required]

Design Engineer Signature

PAGE 3 –WATER QUALITY REQUIREMENTS

See Chapter 11 for applicable tables and calculations.

Overall Project Information

Project Area, A (ac): _____

Project Imperviousness (%): _____ For redevelopment, use increase only

Project Volumetric Runoff Coefficient, R_V: _____ Rv = 0.91*i* – 0.0204 (*i*=imperviousness)

80th Storm Depth, d (in): _____ From Table 11-1

Total project Water Quality Volume, WQV (cf): _____ WQV = RvdA (A in square feet, and d in feet)

Subsurface Information

Average Depth to Historic High Water from proposed grade (ft): _____

Groundwater or Soil Contamination at Site (type or "none"): _____

Source: _____

Design Infiltration Rate (in/hr): _____

Safety Factor Used: _____

Hydrologic Soil Group: _____

Retention Standard vs. Alternative Methods

This project uses the following method for water quality:

- ☐ The project retains the full WQV with Retention Standard LID BMPs.
- ☐ The project retains a portion of the WQV with Retention Standard LID BMPs, and uses an alternative method(s) for the rest (*check other applicable methods*).
- ☐ The project treats the WQV or Water Quality Flow (WQF) with Treatment LID BMPs.
- ☐ The project treats the WQV or WQF with proprietary in-line water quality devices.
- ☐ The project provides pretreatment methods.

Infeasibility

If retention of the full WQV is infeasible, check the applicable reasons and provide backup information. Attach additional backup information to the report if needed.

☐ High Water Table	☐ Geologic Hazards	☐ Well Protection Zones
☐ Low Permeability Soils	☐ Soils Conditions	☐ Steep Slopes
☐ Accessibility	☐ Excessive Costs	☐ Other Project-Specific Factor(s)

Backup Information:

PAGE 4 – SUMMARY CALCULATIONS

Attached detail sizing calculations to this report for each BMP used

LID Drainage Areas

Add additional rows as needed.

Contributing Drainage Area	Area (ac)	Impervious Area (ac)	Imperviousness (%)	Volumetric Runoff Coefficient, R_V	Water Quality Volume, WQV (cf)
				Total WQV (cf)	

LID BMP Design

Add additional rows as needed.

Contributing Drainage Area	LID BMP Type	Water Quality Volume, WQV (cf)	Runoff Retained (cf)	Percent of Runoff Captured (%)
		Total Volume Retained (cf)		

Percent of WQV captured by LID BMPs: _____%

Describe additional storm water quality measures incorporated into the site:

owner and principal contractor for the overall subdivision are also the owner and principal contractor for constructing the home on a specific lot, the home construction can be covered in an overall SWPPP for the subdivision and does not need a separate SWPPP. Otherwise, for a single lot less than 1 acre the UPDES Common Plan Permit template (UTRH00000) should be filled out and submitted to the City. Homebuilders constructing multiple homes within the same subdivision should include all the homes on one SWPPP using the UPDES Construction General Permit (CGP) template (UTRC00000) and submit it to the City. Both SWPPP templates and a link to the NOI submittal can be found at https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

3.3 Submittal Requirements for Concept Plans

Conceptual Plan drawings submitted as part of a rezone request shall include the following drainage-related information:

DRAWINGS

1. Existing drainage-related features, including ditches, canals, swales, structures, storm drains, springs, detention and retention basins, irrigation lines, State waters, Waters of the US, wetlands, etc.
2. Conceptual layout of proposed storm drain facilities, including detention or retention basins ~~if required~~, and long-term water quality BMPs, if required.
3. Existing and proposed storm water discharge locations.
4. Location of FEMA floodway and floodplain boundaries and associated elevations on or adjacent to the property, if applicable.
5. Existing and proposed private or public drainage or irrigation easements.

3.4 Submittal Requirements for Project Plans

A Storm Drainage Report and Management Plan shall be submitted for all developments requiring Project Plan approval, and shall be stamped by a Professional Engineer registered in the State of Utah. The submittal shall contain the following:

REPORTS

1. Title page showing project name, date, preparer's name, seal and signature.
2. Description of existing site conditions including all existing drainage ditches, canals, washes, swales, structures, storm drains, springs, detention and retention basins, irrigation lines, State waters, Water of the US, wetlands, etc.
3. Identify existing points of storm water discharge from the site.
4. Description of off-site drainage and irrigation features upstream or adjacent to the site, and how they affect drainage to the site.
5. Description of proposed facilities that will be used to manage on-site and off-site storm water runoff associated with the development.
6. Exhibit showing topography with labels, watershed delineations used for hydrologic calculations, and arrows indicating flow patterns for each watershed.
7. Hydrologic calculations used to estimate runoff volume and peak flowrate. See Section 4 for hydrology criteria.
8. Hydraulic calculations used to verify existing and proposed facilities have sufficient capacity. See Sections 5-9 for criteria associated with various storm water facilities.
9. Description of FEMA floodway and floodplain boundaries and associated elevations on or adjacent to the property, if applicable. Description of how development activities will comply with floodplain requirements.
10. Identify who will own and maintain storm drain facilities.
11. Identify any private or public drainage or irrigation easements.
12. Identify if the site is within a high groundwater area, if buildings and/or parking areas are proposed below grade, and how the proposed design meets groundwater-related criteria (see Chapter 10)
13. Identify long-term water quality ~~facilities~~ BMPs proposed with the project and provide design calculations. See Chapter 11 for water quality criteria.
14. List of permits applicable to drainage that may need to be obtained, including: Grading Permit, Floodplain Development Permit, US Army Corps of Engineers Permits, and/or Stream Alteration Permit.
15. Conclusions and statements that indicate proposed improvements will comply with City drainage criteria. Identify any requested variance to City drainage criteria, the reason a variance is required, and the proposed alternative solution.

DRAWINGS

1. Location and type of all existing drainage and irrigation structures, clearly labeling whether they are to be removed or protected in place
2. Location, type, top back of curb (TBC) elevation, invert out, and bottom elevation of all proposed and existing "to remain" catch basins.
5. Alignment, size, slope, bottom width, height, side slope, and flow line elevations of all proposed and existing "to remain" channels, ditches, and swales.
6. Location, volume, material, and elevations of all proposed and existing "to remain" detention and retention facilities.

3. Location, diameter, rim elevation, invert in, invert out, and sump elevation of all proposed and existing "to remain" manholes.
4. Alignment, size, slope, material, and flow line elevations, and profiles with hydraulic grade line of all proposed and "to remain" storm drain.
7. Location, volume, material, and elevations of all long-term water quality BMPs.
~~7.~~8. Existing and proposed drainage easements.
~~8.~~9. FEMA floodway and floodplain boundaries and elevations.
~~9.~~10. Other relevant drainage features.

3.5 Storm Water Pollution Prevention Plan

All projects over 1 acre must submit a SWPPP as part of their Project Plan submittal. The SWPPP must following the UPDES Construction General Permit (CGP) template (UTRC00000). Contractor information, if not known at the time, is not needed for Project Plan approval, nor does the NOI need to be filed with the state. However, those items must be completed and submitted to the City before grading and building permits are issued. The CGP template and a link to the online NOI submittal can be found at https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

See Section 3.3 for SWPPP requirements for Single-Family Residential Lots.

Project that do not require a UPDES Permit shall sign the Provo City Acknowledgement of Prohibited Discharges.

3.6 Private Storm Water ~~Utility~~ Facility Maintenance ~~Agreement~~

~~A~~ Regular maintenance and inspections of ~~P~~private ~~Utility Maintenance Agreement~~ drainage facilities is the responsibility of the owner(s) of said facilities. ~~required for all projects approved with private drainage facilities. The Public Works reviewer assigned to the Project Plan review will prepare the agreement and send to the developer for signature. This agreement must be signed to receive Project Plan approval.~~ See ~~Chapter 11~~Section 18.03.040 for minimum maintenance and inspections requirements ~~to be contained within the agreement~~.

3.7 Floodplain Development Permit

All development located wholly or partially within the FEMA Floodplain must obtain a Floodplain Development Permit from the City. Permit requirements are identified in Section 15.05.180, Provo City Code.

CHAPTER 11 – **WATER QUALITY**

Storm water runoff generated within Provo City is discharged either to the Provo River, Provo Bay, or Utah Lake. Provo's storm water is kept separate from the sewer, and is not treated in the City's sewer treatment plant. However, the City has adopted policies and practices to prevent pollutants from being introduced into storm water, or to remove pollutants from the storm water before it is discharged into the downstream water bodies. Many of these controls are required as part of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Utah Division of Water Quality (DWQ). The City's overall program for storm water quality can be found in the Provo City Storm Water Management Program, which is adopted into City code by reference in Section 18.03.020. The following summarizes the ~~storm water quality~~long-term storm water management requirements specific to proposed development within the City.

Applicability – Requirements of this chapter are applicable to development projects that disturb land greater than or equal to one acre, including projects that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to one acre.

Planning Considerations – Long-term storm water management is more than just a structural Best Management Practice (BMP) or storm drain system. How to properly manage storm water generate on a project site should be considered early, at the planning stage of the development. Waiting until the later stages of design to consider how to manage storm water often results in increased costs and less effective storm water use and management. The project's stakeholders are encouraged to consider the following from the beginning of project development:

- Reducing hard surface area, and preserving highly pervious and natural areas that may already be providing bioretention.
- Disconnecting impervious areas, such as directing downspouts to landscaped areas, or sloping parking lots through a vegetated strip.
- Providing space for water quality treatment as close to its runoff source as possible.
- Reviewing potential site constraints that may require alternative treatment methods (see the "Infeasibility" section below).
- Viewing storm water as a resource to naturally irrigate vegetated areas, and in turn reduce common storm water pollutants discharged downstream to the Provo River and Utah Lake, such as oils from vehicles, heavy metals, pet waste, phosphorus that contributes to harmful algal blooms, sediments, trash, and more.

Retention Standard – New development projects must retain the 80th percentile rainfall event. Redevelopment projects (those replacing or improving impervious surfaces on a developed site) must provide either a net gain to onsite retention or a net reduction to impervious surface. Redevelopment projects increasing the impervious surface by greater than 10% must retain the net increase in the volume associated with the 80th percentile rainfall event.

The retention requirement must be accomplished by BMPs that infiltrate, evapotranspire, and/or harvest and reuse the rainwater. Projects must evaluate a Low Impact Development (LID) approach to accomplish this requirement, as detailed within this chapter. Additional guidance can be found in the Utah DWQ's *A Guide to Low Impact Development within Utah*.

Infeasibility – Infiltration Limitations Maps are included in Appendix E, showing areas where meeting the retention standard may be restricted or will require additional analysis to determine its feasibility. The following requirements are based on the areas of concern shown on the map.

- High Water Table: Retention and infiltration systems shall follow the requirements in Chapter 10 – Sensitive Lands, regarding minimum elevation above groundwater. As stated in Chapter 10, a geotechnical report identifying groundwater elevation is required for all developments that lie

within the defined High Water Table Area. If minimum elevation above groundwater cannot be met, an Alternative Method as specified in later sections shall be used.

- Geologic Hazards Area: The Geologic Hazards Areas shown on the map is an approximation of the combined area identified to have potential for land sliding, debris flow, and fault zones, with many of those same areas also subject to the Hillside Development Standards identified in 15.05.160. Proposed projects are required to have geologic reports, which shall include geotechnical analysis and recommendations regarding the suitability of retention and infiltration facilities on the project site. Of special concern are areas either subject to debris flows or where saturation may compromise steep slopes.
- Well Protection Zones: Retention and infiltration systems shall not be allowed within Well Protections Zones 1 and 2 (labeled as "Well Protection Zones" on the maps).
- Low Permeability Soils: Infiltration shall be considered infeasible where the design infiltration rate for in-situ soils, with the minimum safety factor of 2 applied, is below 0.5 in/hr. As a result, development projects over Hydrologic Soils Groups (HSG) C&D – indications from the NRCS Soils Survey that they are low permeability – can assume infiltration is infeasible due to impermeability of the underlying soils. However, if the project desires to accomplish retention and infiltration instead of an Alternative Method, the designer shall submit a field infiltration analysis showing that the design infiltration rate, with the minimum safety factor of 2 applied, is 0.5 in/hr or higher.

There may be other site-specific or project-specific reasons why meeting the retention standard is infeasible, including:

- Soils conditions: This includes contaminated soils or other factors that make infiltration either hazardous or infeasible.
- Steep slopes: Design should account for erosive velocities, and whether saturation may compromise steep slopes. In some cases, this may result in retention facilities being infeasible.
- Accessibility: Some projects, especially projects with a smaller overall footprint, may have project-specific needs and requirements that inhibit the ability to locate a retention facility in an accessible area that allows for maintenance.
- Excessive costs: Projects claiming infeasibility due to excessive costs shall include the estimated costs determined for at least 2 Best Management Practices (BMPs) and the estimated total project costs, to illustrate the impact that meeting the standard would have on overall project costs. Projects claiming infeasibility due to excessive maintenance costs shall also include the estimated maintenance requirements and costs.
- Other project-specific factors: Other factors making the retention standard infeasible shall be documented.

If it is determined that meeting the retention standard on a project is infeasible, the developer and designer are strongly encouraged to meet with City Public Works staff as soon as possible to discuss the constraints, staff feedback on resulting infeasibility, and proposed alternative methods.

Alternative Methods – Alternative methods for providing water quality shall be required for projects that cannot meet the retention standard due to infeasibility. Alternative methods shall be evaluated in the following order, where subsequent alternatives are evaluated after the prior is determined to be infeasible.

- Partial retention – Projects are required meet the retention standard to the maximum extent feasible. Therefore, if it is feasible to retain a portion of the required Water Quality Volume (WQV) but not the entire volume, the feasible volume shall be retained, with the remaining being controlled by alternative methods.
- Treatment LID BMPs – This method may be a viable alternative for projects where infiltration is infeasible due to low permeability in-situ soils, well protection zones, slide areas, sites with contaminated soils, etc. Treatment LID BMPS do not retain and infiltrate the WQV, but provide filtration to remove sediments and other pollutants before being discharged to the storm drain. Treatment LID BMPS are sized to treat the WQV.

- Proprietary in-line water quality devices – These devices, such as particulate filtration systems and hydrodynamic separators, are typically placed at the downstream end of a collection system in-line with the storm drain. Proprietary systems shall be selected, designed, and constructed to provide 80% Total Suspended Solid (TSS) removal from the Water Quality Flow Rate. Approval of such systems shall be contingent on providing 3rd party verification that the system can accomplish 80% TSS removal at the given flow rate. Hydrodynamic separators, given their generally being located within the footprint of a manhole, are acceptable for use within City streets. However, particulate filtration systems are not allowed within City streets.
- Pretreatment – Projects where it was determined all prior alternative methods are infeasible, shall at a minimum meet the pretreatment requirements of Section 11.2.

Water Quality Volume – The Water Quality Volume (WQV) associate with the 80th percentile rainfall is determined by the following calculation, using the Reese method for the runoff coefficient (Method 1 from Utah DWQ's *A Guide to Low Impact Development within Utah*):

$WQV = R_v dA$

Where:

WQV = Water Quality Volume, cf

R_v = runoff coefficient = $0.91i - 0.0204$ (i = impervious cover)

d = 80th percentile rainfall depth, ft (from Table 11-1, converted to feet)

A = drainage area, sf

The 80th percentile rainfall depths are shown in Table 11-1 below, and correspond to the areas shown on the Provo Rain Gauges exhibit in Appendix A. The depths were determine using guidance provided in the Utah DWQ's *A Guide to Low Impact Development within Utah*.

Table 11-1
80th Percentile Rainfall Depths

Rain Gauge	Depth (in)
Olmstead Station 42-6455	0.50
Provo BYU Station 42-7064	0.46
KOVO Radio Station 42-7068	0.44

Water Quality Flow – Some alternative methods are based on a Water Quality Flow (WQF), not volume. These include vegetated strips, particulate filtration systems, and hydrodynamic separators. The WQF shall be based on the following calculation

$WQF = R_v IA$

Where:

WQF = Water Quality Flow, cfs

R_v = runoff coefficient = $0.91i - 0.0204$ (i = impervious cover)

I = 2-yr, 2-hr rainfall intensity, in/hr (see Tables 4-3A thru 4-3C in Chapter 4)

A = drainage area, ac

Storm Water Quality Report – A Storm Water Quality Report shall be submitted for all projects meeting the applicability standard outlined above, using the template contained in Appendix G. The Report template is intended to simply documentation requirements from the MS4 Permit, and summarize what the project did to meet requirements of this section. Additional design calculations, such as storage volume for each BMP, should be attached to the template. Design calculations, including examples of how they are used, are contained within the Utah DWQ's *A Guide to Low Impact Development within Utah* under "Calculation Methods".

Best Management Practices (BMPs) – The following is a list of BMPs identified in the Utah DWQ's *A Guide to Low Impact Development within Utah* that are acceptable for use within Provo City. Standard details for several BMPs are contained within Appendix F. Standard details are not included for BMP types that come in a wide variety of types and applicable sections and details, such as pervious

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pavement, green roofs, and harvest and reuse. Fact sheets for each BMP, including typical maintenance and inspection requirements, are included in the Utah DWQ's *A Guide to Low Impact Development within Utah.*

LID BMPs Meeting the Retention Standard

- Rain Gardens – Standard Detail BMP-1A in Appendix F shows typical sections for rain gardens for general use. Standard Detail BMP-1B shows typical sections that shall be used for rain gardens proposed within street planter strips. Use the top section labeled "Retention and Infiltration" to meet the retention standard.
- Bioretention cells – Standard Detail BMP-2 in Appendix F shows typical sections for bioretention cells. Use the top section labeled "Retention and Infiltration" to meet the retention standard.
- Bioswales – Standard Detail BMP-3 in Appendix F shows typical sections for bioswales. Use the top section labeled "Biofiltration and Infiltration" for bioswales intended to meet the retention standard, including for all bioswales with longitudinal slopes less than 1%.
- Pervious Pavement – A standard detail for pervious pavement is not provided within this Manual, due to the wide variety of types and associated details and specifications. Pervious pavement is not allowed in City streets. However, the City allows several types of pervious pavement within off-street parking, including pervious asphalt or concrete, pavers, grasscrete, stabilized gravel, or similar material approved by the Development Services Department. Some restrictions apply, such as minimum stone size, strength standards, and ADA compliance. See the applicable parking standard for your zone in Chapters 6 and 14, Provo City Code. The Utah DWQ's *A Guide to Low Impact Development within Utah* also includes guidance which, when followed, will aid in the long-term effectiveness of the pervious pavement.
- Green Roofs – A standard detail for green roofs is not provided within this Manual. Green roofs are generally proprietary systems, with manufacturer's details and specifications that should be followed.
- Infiltration Basins – Standard Detail BMP-4 in Appendix F shows a typical section for infiltration basins. Infiltration basins are generally used in larger drainage areas, where the retention standard cannot be accomplished by dividing the drainage areas and retaining the WQV closer to the source.
- Infiltration Trench – Standard Detail BMP-5 in Appendix F shows a typical section for infiltration trenches. Infiltration trenches are generally used at the edge of parking lots or other hard surfaces, receiving and infiltrating the sheet (non-concentrated) flow.
- Sumps (Dry Wells) – Proposed sumps shall use Standard Detail P-375, also located in the Provo Standard Drawing Details.
- Underground Infiltration Galleries – A standard detail for underground infiltration galleries is not provided within this Manual, due to the wide variety of types and associated details and specifications. Underground infiltration galleries are not allowed within public street right-of-way, and shall not be used for flow generated within public street right-of-way.
- Harvest and Reuse - A standard detail for harvest and reuse is not provided within this Manual, due to the wide variety of types and associated details and specifications. Harvest and reuse is used to collect and retain runoff from rooftops. The collected rainwater is typically used for watering adjacent landscaped areas, but may be used for other purposes where non-potable water is acceptable, such as vehicle or machinery washing.

Treatment LID BMPs (Alternative Method)

- Rain Gardens with underdrain - Standard Detail BMP-1A in Appendix F shows typical sections for rain gardens for general use. Standard Detail BMP-1B shows typical sections that shall be used for rain gardens proposed within street planter strips. Use the bottom section labeled "Filtration with Underdrain".
- Bioretention Cells with underdrain - Standard Detail BMP-2 in Appendix F shows typical sections for bioretention cells. Use the bottom section labeled "Filtration with Underdrain".
- Bioswales - Standard Detail BMP-3 in Appendix F shows typical sections for bioswales. Use the bottom section labeled "Biofiltration Only" for bioswales not intended to infiltrate, and ensure the longitudinal slope is 1% or greater.

- Pervious Pavement with underdrain – Pervious pavements requiring an underdrain shall be considered treatment LID BMPs.
- Tree Box Filters - A standard detail for a tree box filter is not provided within this Manual, because they are generally proprietary devices with their own design details and specifications. Tree box filters are generally used adjacent to a curb inlet, so the WQV enters and is filtered through the tree box filter, and larger flows are bypassed to the curb inlet.
- Vegetated Strips – Standard Detail BMP-6 in Appendix F shows a typical section for vegetated strips. Vegetated strips receive sheet (non-concentrated) flow from adjacent hard surfaces. They are often used as pretreatment for retention and infiltration BMPs, or can be used as a treatment LID BMP upstream of a receiving channel or detention pond

Landscaping within BMPs – Section 15.20, Provo City Code contains landscape requirements for development. Section 15.20.120, Provo City Code contain landscape requirements specific to street planter strips (parkways). The Utah DWQ's *A Guide to Low Impact Development within Utah* contains additional guidance regarding vegetation selection, including plant selection matrix that includes guidance for climate hardiness zones and the various types of LID BMPs.

Vegetation plays a vital role in LID BMPs. It reduces pollutants through phytoremediation, protects the underlying soil from erosion, increases percolation rates, increases aesthetics, reduces the heat island effect of urbanization, and has been shown to contribute to mental health. For this reason, notes for the standard details of several of the BMPs contain minimum coverage requirements.

Per Section 15.20.120 (2), Provo City Code, maintenance of and providing irrigation for the street planter strip is the responsibility of the adjacent property owner. The City will perform inspections, repairs, and significant maintenance for BMPs located in the street planter strip. Regular maintenance of vegetation within the BMP shall remain the responsibility of the adjacent land owner. For this reason, vegetation for BMPs in the street planter strip of new residential developments should be low maintenance. Options include turf grass, or rock mulch and low maintenance plants that do not require regular pruning.

An important consideration for plant selection is tolerance to salt or other deicing agents during the winter. This is especially true for BMPs within the plater strip of collector streets, arterials, and heavily-used commercial parking lots that likely to require frequent plowing and salting during winter storms. But salt tolerance should also be considered for BMPs receiving flow from any street, parking lot, or other hard surface likely to require deicing during the winter. Consult with your landscape architect to determine salt-tolerant plants. Regarding turf grasses specifically, although Kentucky Bluegrass is overall high performing and a very popular choice locally, it has been found in several academic studies to have low tolerance to salts. Tall fescue is also commonly available, and has generally been found to have moderate tolerance to salts. Red fescue and hard fescue are more salt tolerant, but may be harder to find as local sods. An option to consider is seeding with a mixture grass types, which may help increase the turf's ability to tolerate the various conditions it is likely to experience. Besides becoming an eye-sore, coverage of less than 80% significantly inhibits plants' ability to remediate storm water pollution.

To mitigate the risk of wood mulches being conveyed to the storm drain, wood mulches are only allowed where design floods (10-yr and 100-yr) are diverted around or ponded within (not conveyed through) the BMP. Wood mulch shall not be used in BMPs within the street planter strip. In BMPs where wood mulch is allowed, it shall be well-aged, hardwood mulch.

BMP Location – BMPs located within City streets shall only be for flow generated within the street right-of-way and single-family residential lots. Water quality treatment for all other types of development shall be accomplished within the development itself before it enters the public storm drain system.

Pretreatment – ~~Pretreatment –~~ A pretreatment device is required prior to any connection into a public storm drain system or water body, or into any underground detention or retention basin system. This includes sumps (dry wells) or similar Class V Injection well. Pretreatment is also encouraged upstream of retention and treatment BMPs, as it can prolong the life of the BMP and/or lower the frequency of required maintenance. Pretreatment devices must meet the manufacturer's design requirements.

Pretreatment devices should be designed to, at a minimum, remove floatable contaminants and filter or settle out sediment. Examples of acceptable pretreatment devices include:

- Snouts or similar hooded outlet cover at the pipe outfall from inlets, with a sediment trap below the pipe invert that follows the manufacturer's design recommendation.
- A minimum 12" sediment trap at all inlets, and an isolation chamber with maintenance access provided for ~~a private~~ underground detention system~~s~~.
- ~~Hydrodynamic separators located at the downstream end of a private system before it discharges to the public storm drain, sized according to manufacturer's design requirements.~~Vegetated strips or sediment traps at the upstream end of infiltration BMPs.

Other pretreatment devices may be accepted with approval from the Public Works Director, or their designee.

~~SWPPPs – Storm Water Pollution Prevention Plans are plans developed to prevent contaminated discharge from construction sites. Requirements for SWPPPs are included with submittal requirements contained in Chapter 3.~~

~~Private Utility Maintenance Agreements – Long-term storm water control for developments is part of the City's MS4 requirements. As stated in Chapter 3, a Private Utility Maintenance Agreement is required for all projects approved with private drainage facilities. This agreement acts as the document detailing the long-term maintenance and inspection for the private storm drain facilities contained within a development. The agreement shall contain the following minimum maintenance and inspection requirements for storm water facilities that the owner will be required to perform:~~

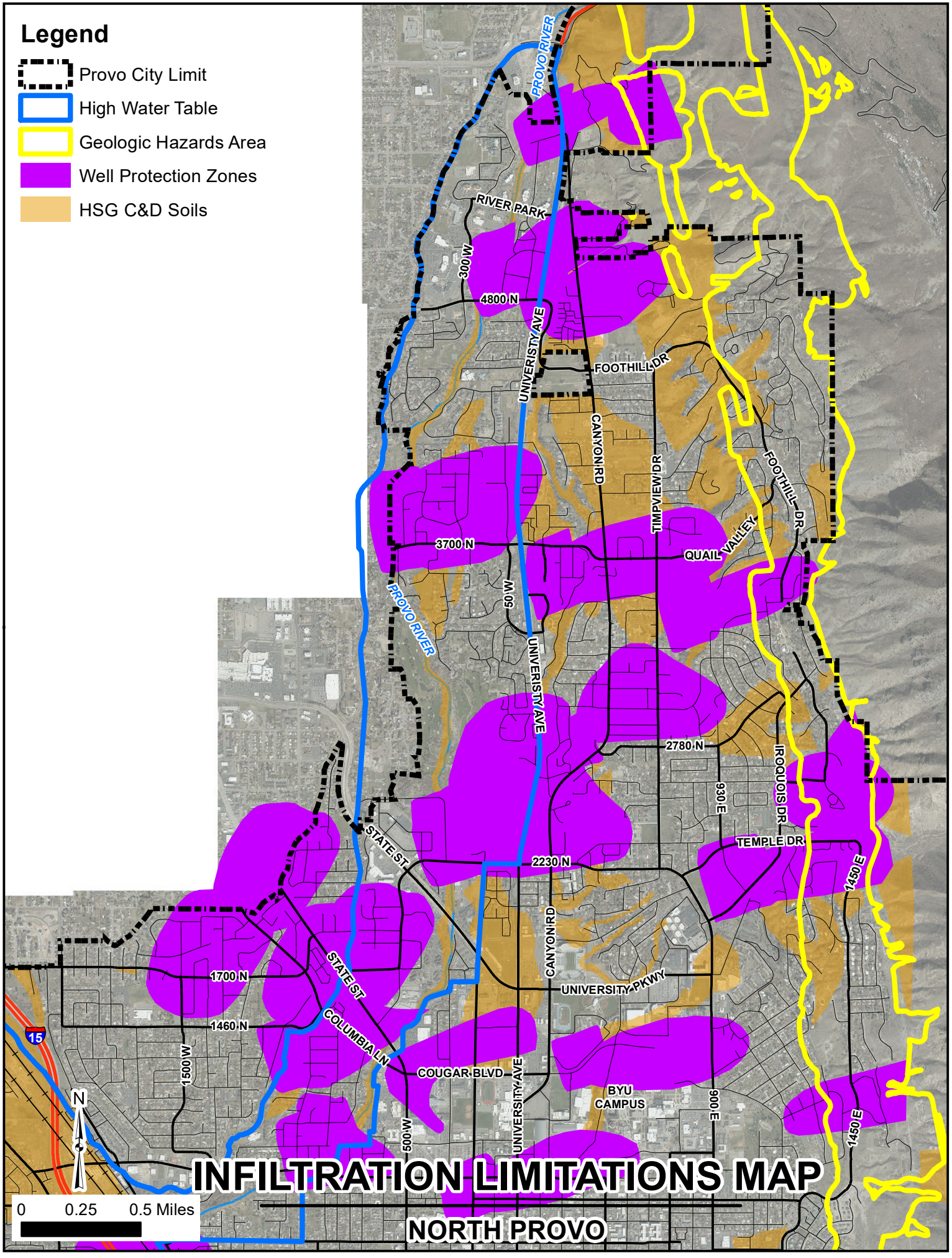
~~The owner shall maintain the private storm water in accordance with Provo City Ordinance 18.03.060.~~
~~It shall be the sole responsibility of the owner to keep the private storm drain utilities in good repair.~~
~~It shall be the responsibility of the owner to inspect the private storm drain system on an annual basis, and to remove floatables, silt, and other debris at the sole expense of the owner. The owner will grant access to the City to periodically inspect the private storm drain system. The owner shall submit inspections to the City via email.~~
~~Repairs to and maintenance of private storm drains shall be at the expense of the owner and shall be performed by the owner when requested by the City. Should owner fail to make such repairs upon notice by the City, said repairs may be made by the City and the owner shall be billed for the cost thereof.~~
~~Other specific requirements may be included, based on project specifics.~~

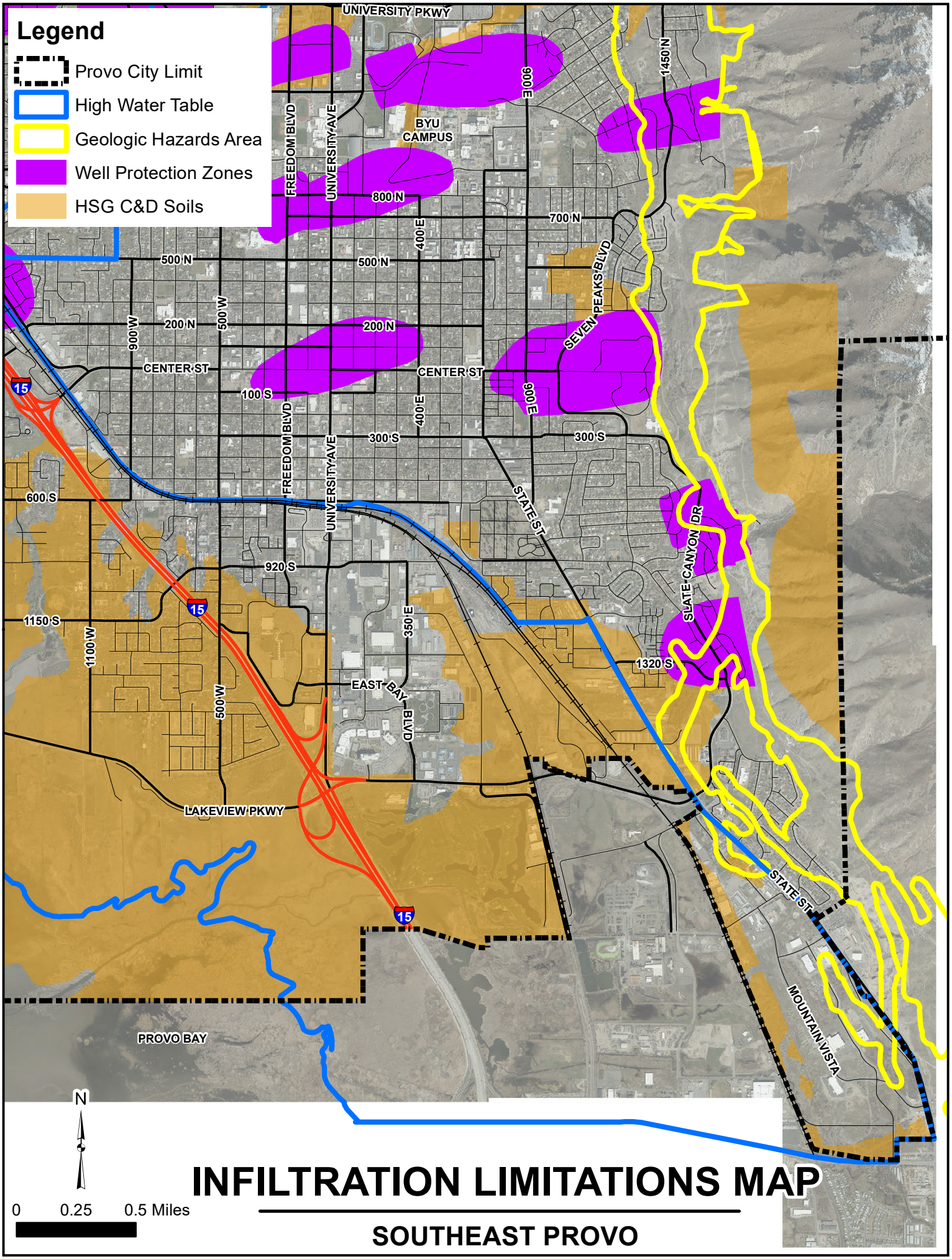
Maintenance of BMPs – Typical maintenance and inspection requirements and frequencies are included in Fact sheets for each BMP in the Utah DWQ's *A Guide to Low Impact Development within Utah.* See Chapter 12 and Section 18.03.040 for maintenance requirements for private drainage systems.

APPENDIX E

Infiltration Limitations Maps

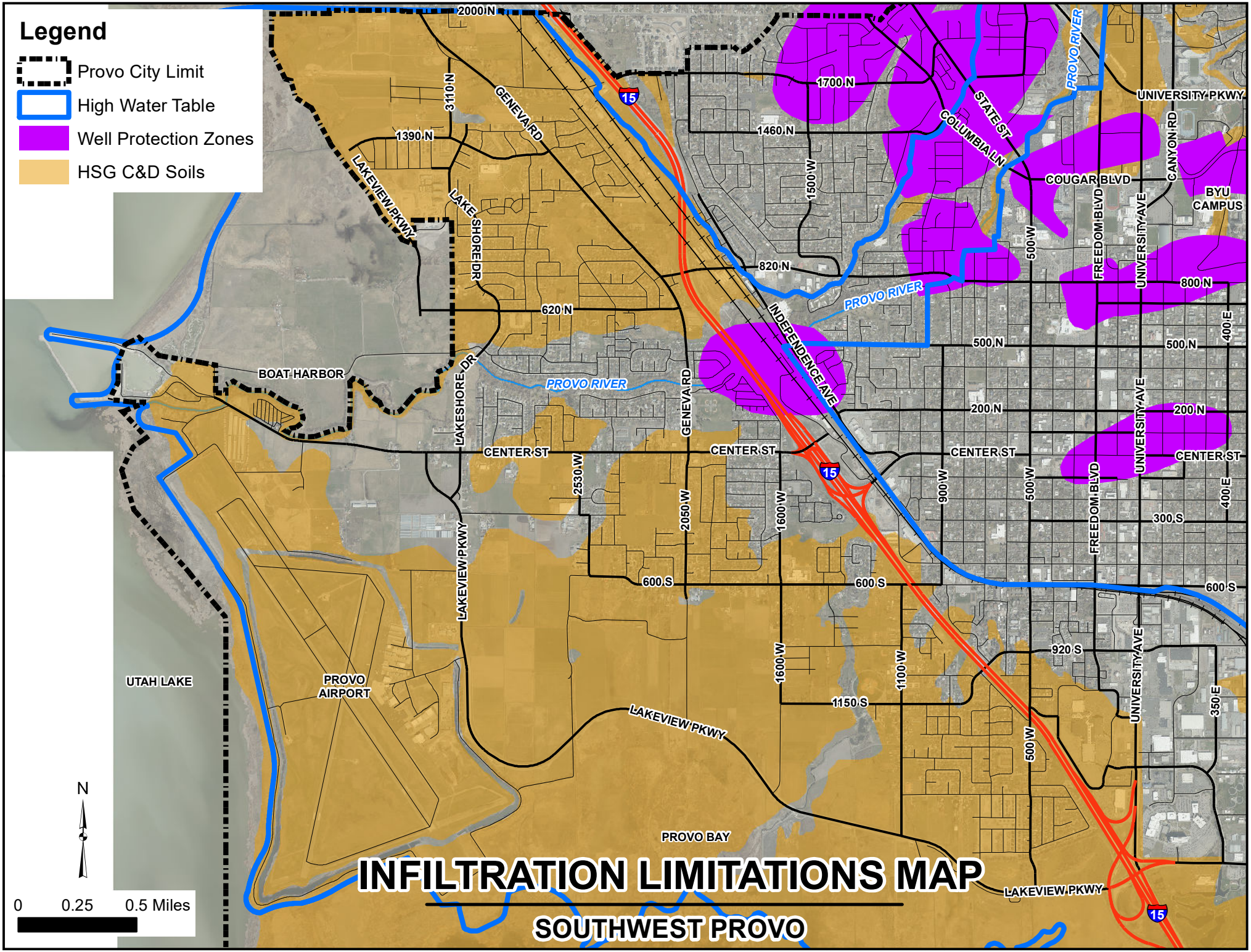
provo PUBLIC WORKS STORM WATER


Legend
Provo City Limit
High Water Table
Geologic Hazards Area
Well Protection Zones
HSG C&D Soils
PROVO RIVER
RIVER PARK
300 W
4800 N
UNIVERSITY AVE
FOOTHILL DR
CANYON RD
TIMPVIEW DR
FOOTHILL DR
3700 N
QUAIL VALLEY
PROVO RIVER
50 W
UNIVERSITY AVE
2780 N
930 E
IROQUOIS DR
STATE ST
TEMPLE DR
2230 N
1450 E
CANYON RD
1700 N
STATE ST
UNIVERSITY PKWY
1460 N
COLUMBIA LN
15
1500 W
COUGAR BLVD
BYU
CAMPUS
900 E
500 W
UNIVERSITY AVE
1450 E
N
0
0.25
0.5 Miles
INFILTRATION LIMITATIONS MAP
NORTH PROVO



INFILTRATION LIMITATIONS MAP

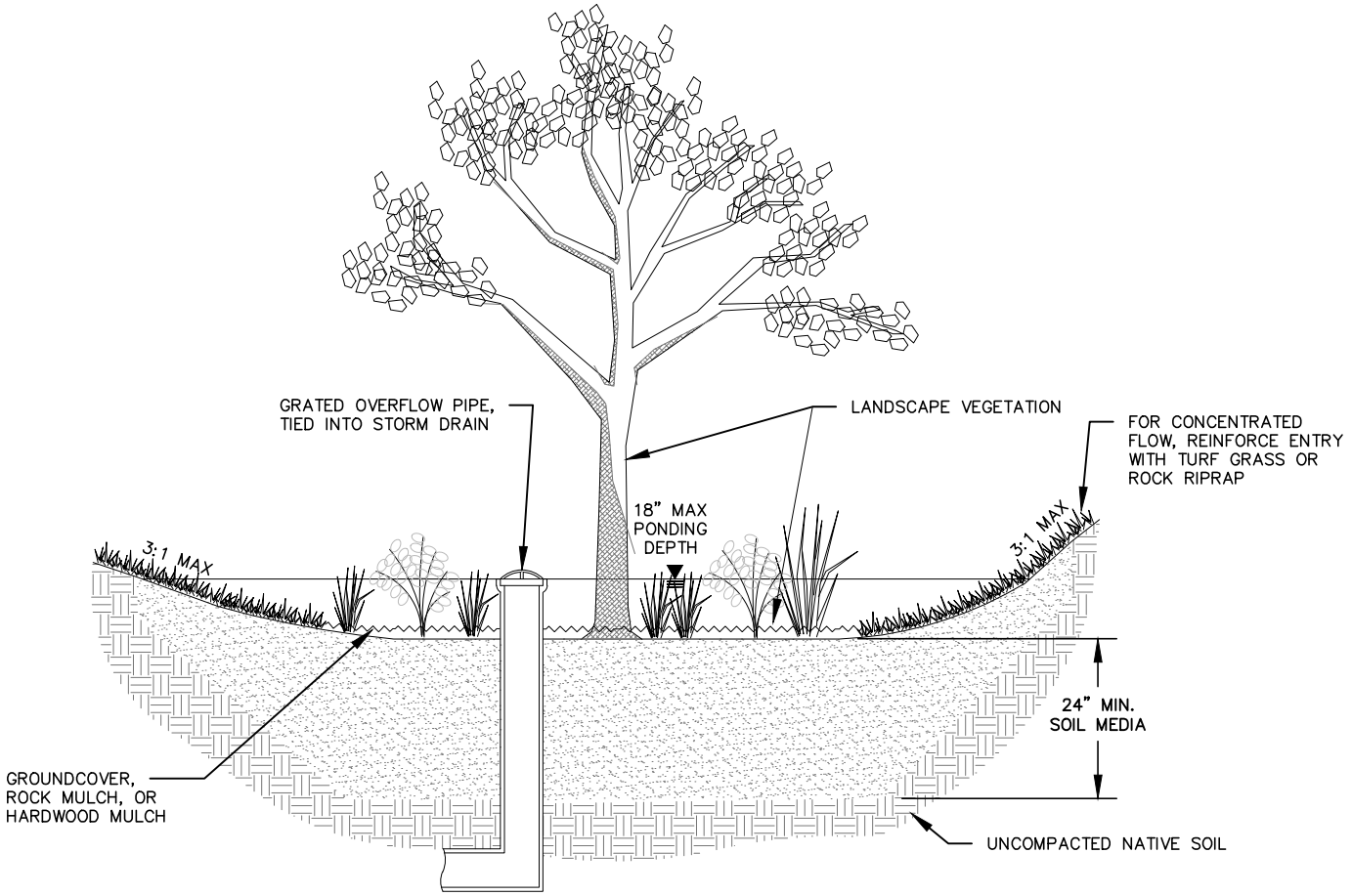
SOUTHEAST PROVO


Legend
Provo City Limit
High Water Table
Well Protection Zones
HSG C&D Soils
2000 N
3110 N
1390 N
1700 N
1460 N
820 N
620 N
500 N
200 N
600 S
920 S
1150 S
GENEVA RD
LAKEVIEW PKWY
LAKE SHORE DR
LAKESHORE DR
STATE ST
COLUMBIA LN
INDEPENDENCE AVE
PROVO RIVER
UNIVERSITY PKWY
CANYON RD
COUGAR BLVD
BYU CAMPUS
FREEDOM BLVD
UNIVERSITY AVE
CENTER ST
1500 W
2530 W
2050 W
1600 W
1100 W
900 W
500 W
400 E
300 S
350 E
BOAT HARBOR
UTAH LAKE
PROVO AIRPORT
PROVO BAY
15
N
0 0.25 0.5 Miles
INFILTRATION LIMITATIONS MAP
SOUTHWEST PROVO

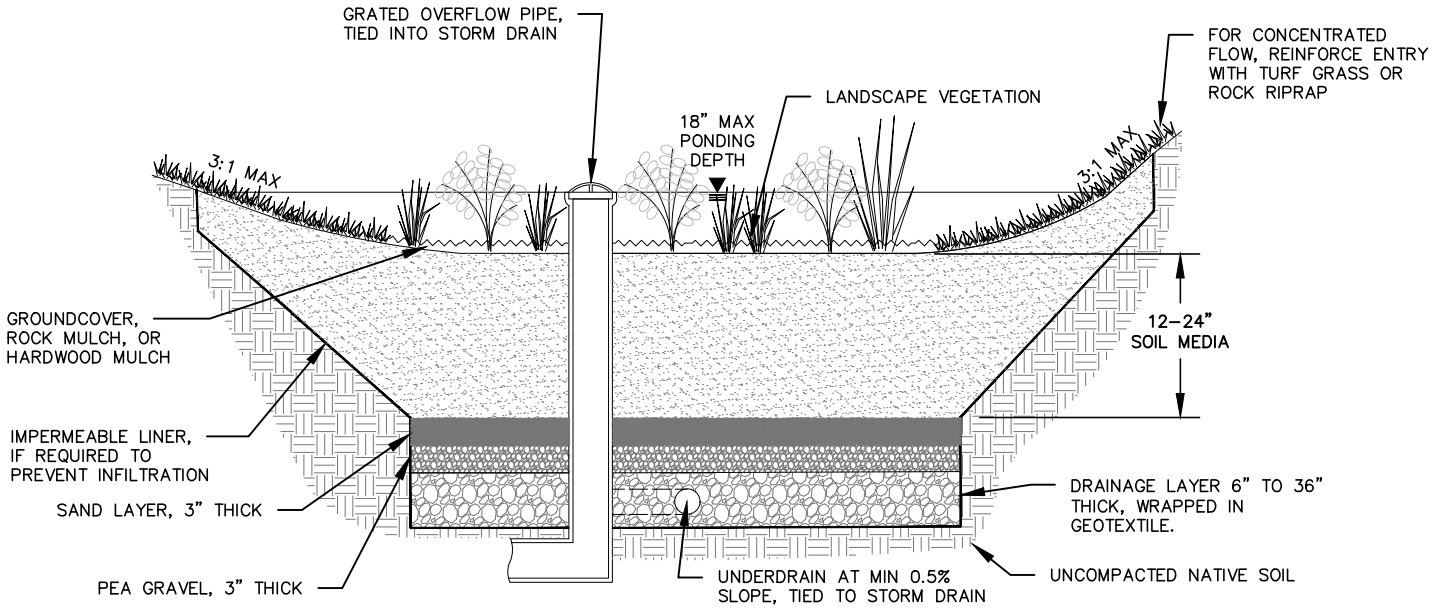
APPENDIX F

Long-Term Storm Water Quality BMPs

provo
PUBLIC WORKS
STORM WATER



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

RAIN GARDEN

STANDARD DETAIL
BMP-1A

NOT TO SCALE

REVISED DATE: 03/01/2020

Rain Garden

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Rock Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner, Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection in BMPs. Minimum 65% vegetative cover. Wood mulch only allowed where design floods are diverted around or ponded within rain garden (not conveyed through with velocity). Rain gardens requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

I. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

J. Rock Mulch: Decorative rock at least 1" in diameter.

K. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Rain garden native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities prior to constructing the rain garden. Avoid BMP footprint when possible.

C. Construction of rain garden shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

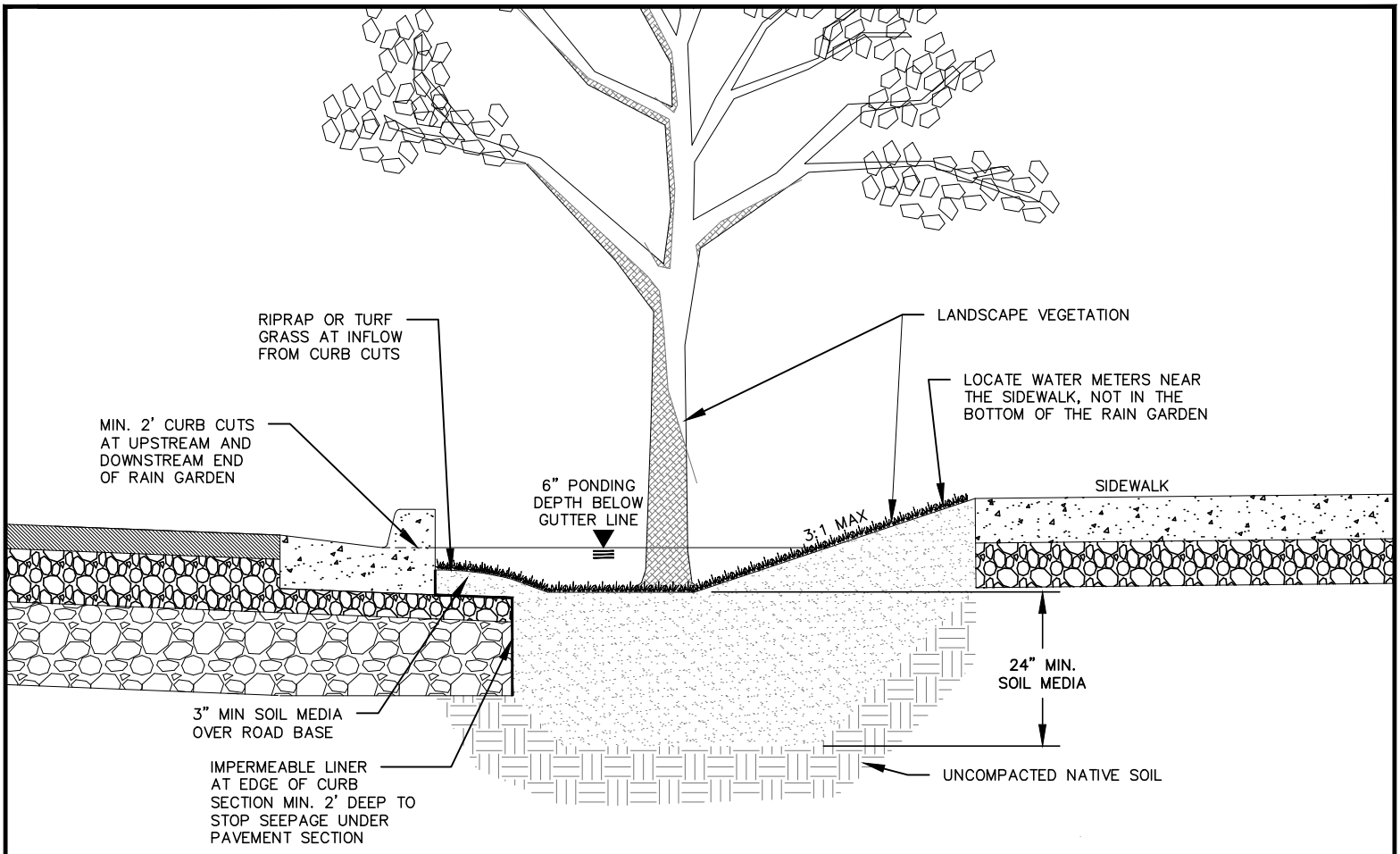
K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

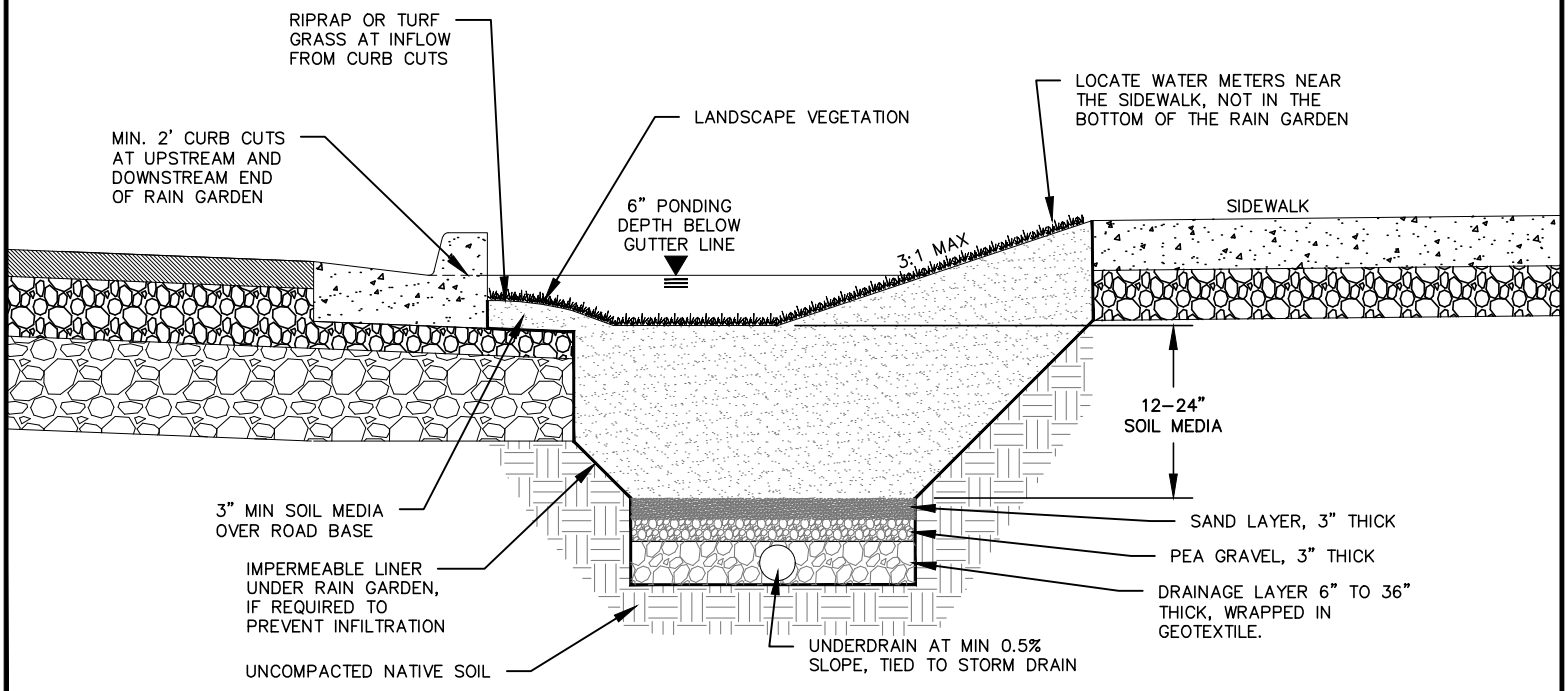
provo PUBLIC WORKS

RAIN GARDEN

STANDARD DETAIL
BMP-1A
NOT TO SCALE
REVISED DATE: 03/01/2020



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

RAIN GARDEN IN STREET PLANTER STRIP

STANDARD DETAIL
BMP-1B

NOT TO SCALE

REVISED DATE: 03/31/2020

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20.120 - Parkways, Provo City Code for vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Either (a) turf grass or (b) rock mulch and low maintenance plants that do not require regular pruning must be installed for new residential developments, for ease of maintenance by homeowner. No wood mulch allowed in rain gardens in street planter strips. Rain gardens requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

J. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

K. Rock Mulch: Decorative rock at least 1" in diameter.

3. EXECUTION

A. Rain garden native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities (including gas and communication/power conduits) prior to constructing the rain garden. Locate with consideration of the rain garden's drainage characteristics.

C. Construction of rain garden shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

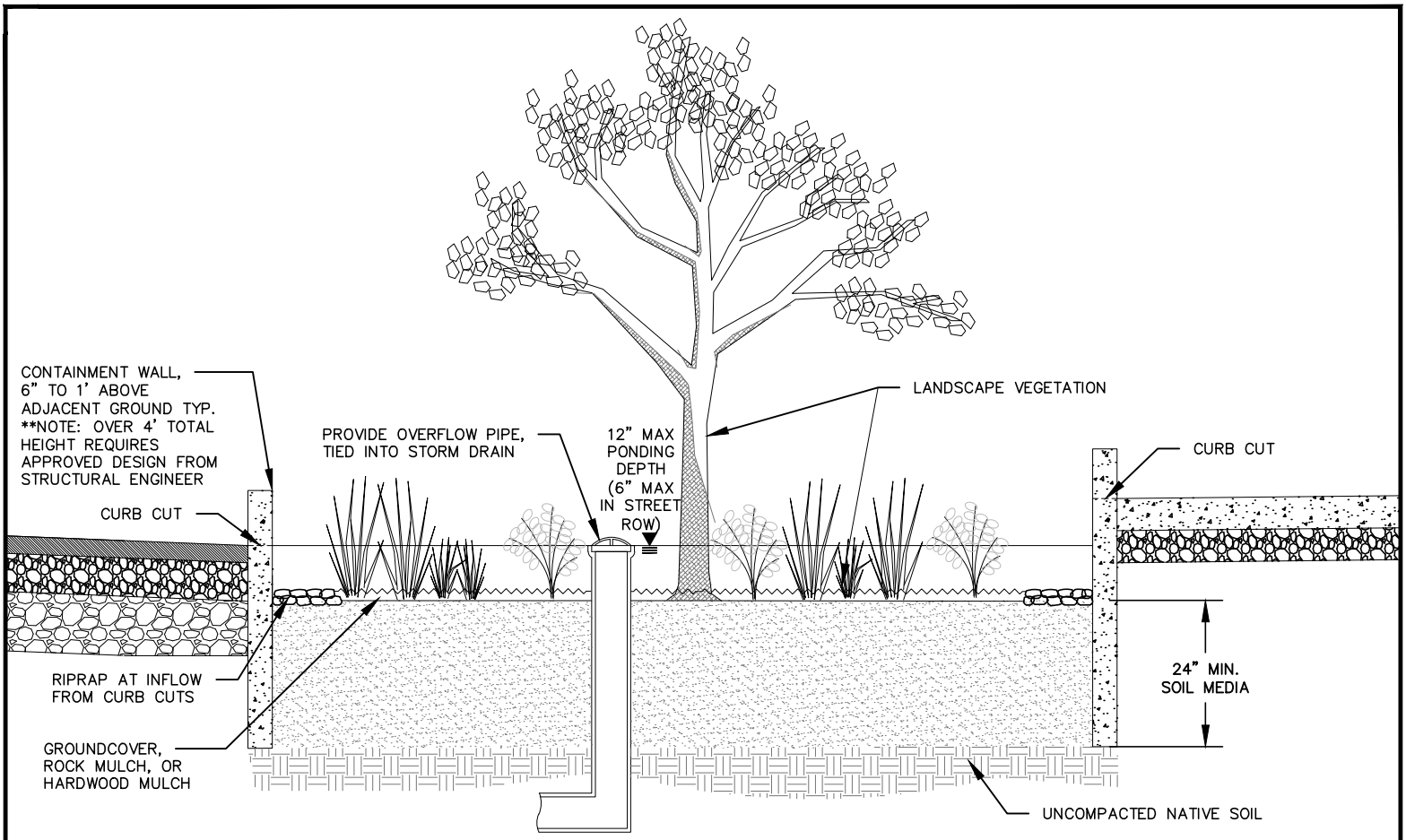
K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

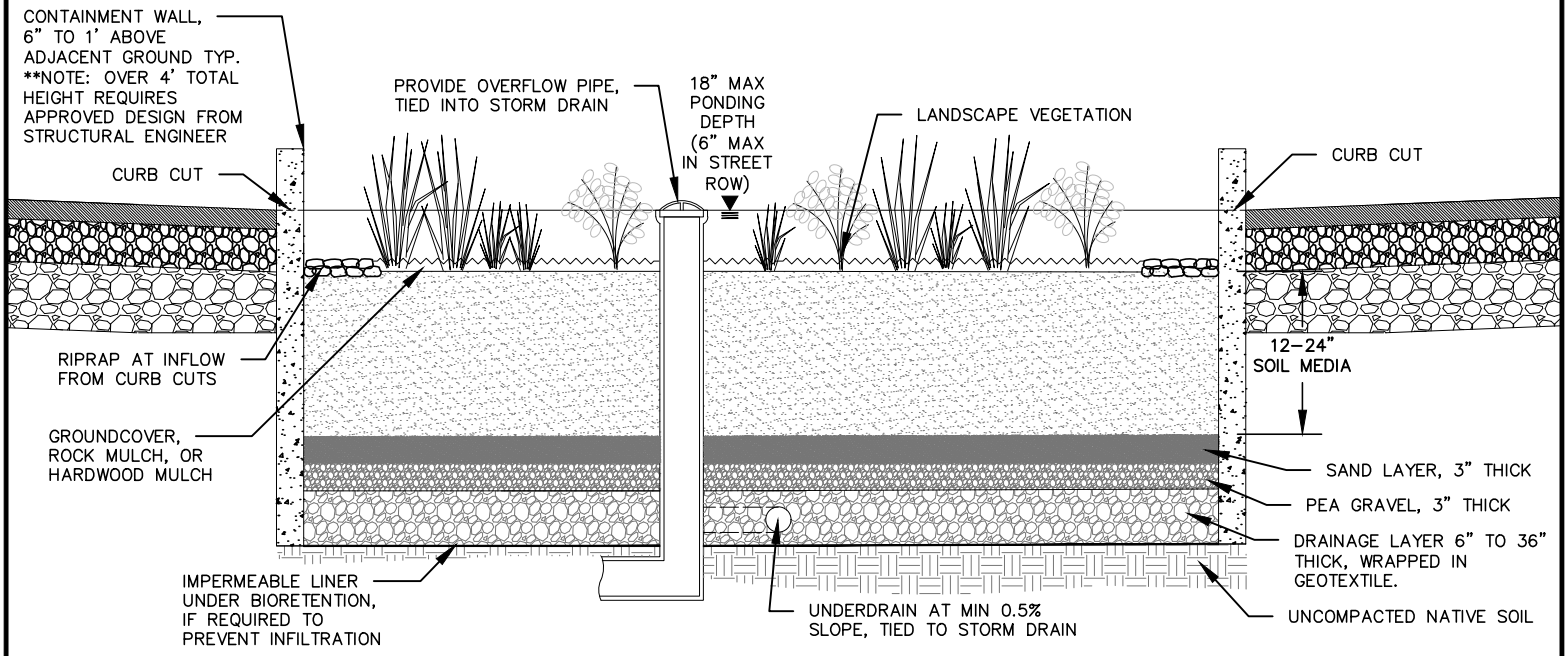
provo PUBLIC WORKS

RAIN GARDEN IN STREET PLANTER STRIP

STANDARD DETAIL
BMP-1B
NOT TO SCALE
REVISED DATE: 03/31/2020



RETENTION AND INFILTRATION



FILTRATION WITH UNDERDRAIN

provo PUBLIC WORKS

BIORETENTION CELL

STANDARD DETAIL
BMP-2

NOT TO SCALE

REVISED DATE: 03/31/2020

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Sand, Pea Gravel, Sewer Rock, Rock Mulch, Rock Riprap: Name of supplier and source.

A.3. Underdrain, Geotextile,Impermeable Liner, Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Wood mulch only allowed where design floods are diverted around or ponded within bioretention cell (not conveyed through with velocity). No wood mulch in cells in street planter strips. Bioretention cells requiring impermeable liner or underdrains shall be located at least 5' from trees or large, woody shrubs with roots that may compromise the liner or clog the underdrain.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

D. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

E. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

F. Underdrain: Min. 4" schedule 40 perforated PVC pipe, or equivalent with prior City approval.

G. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

H. Impermeable Liner: Impermeable, nonbiodigradable, inert to soil chemicals, resistant to molds, mildew, acids and alkalis, and within a pH range of 3 to 12.

I. Rock Riprap: Loose-placed riprap per Utah Chapter APWA Specification 31 37 00.

J. Rock Mulch: Decorative rock at least 1" in diameter.

K. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Native subgrades under bioretention shall not be compacted, and heavy construction equipment shall not be allowed within the bioretention cell footprint.

B. Install all utilities prior to constructing the bioretention. Avoid BMP footprint when possible.

C. Construction of bioretention cell shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. If underdrain is required, inspect elevations prior to installation to ensure min. 0.5% slope. Follow manufacturer's recommendations for geotextile overlapping around drainage layer.

J. If impermeable liner is required, inspect subgrade and remove items that may puncture.

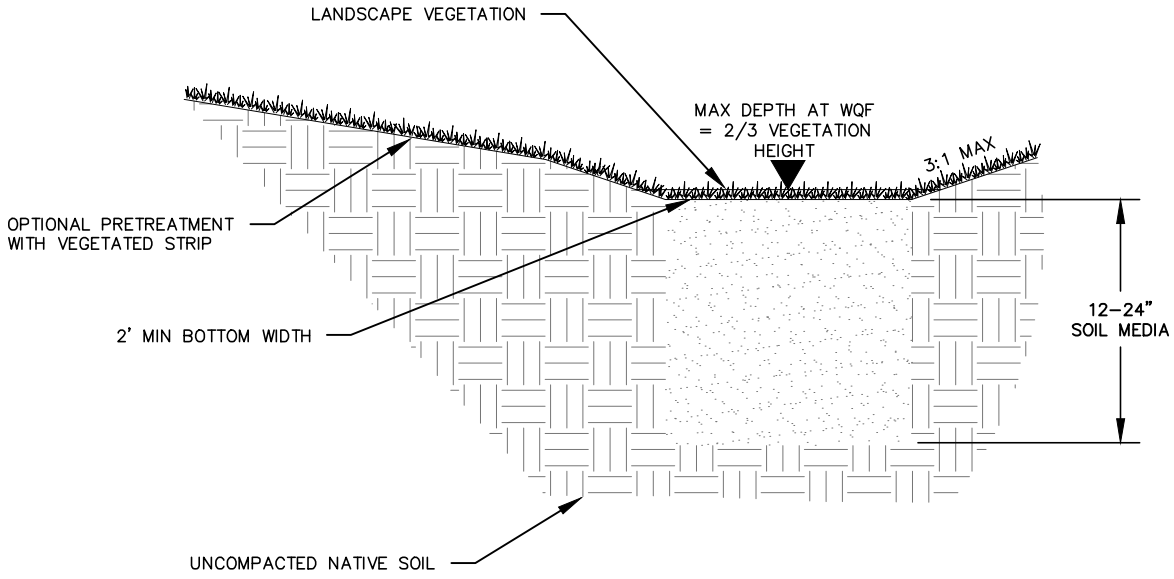
K. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

L. Adhere to approved construction SWPPP, including any BMPs required to protect the bioretention cell during construction. If silt or other debris enters the bioretention cell during construction, remove before construction resumes.

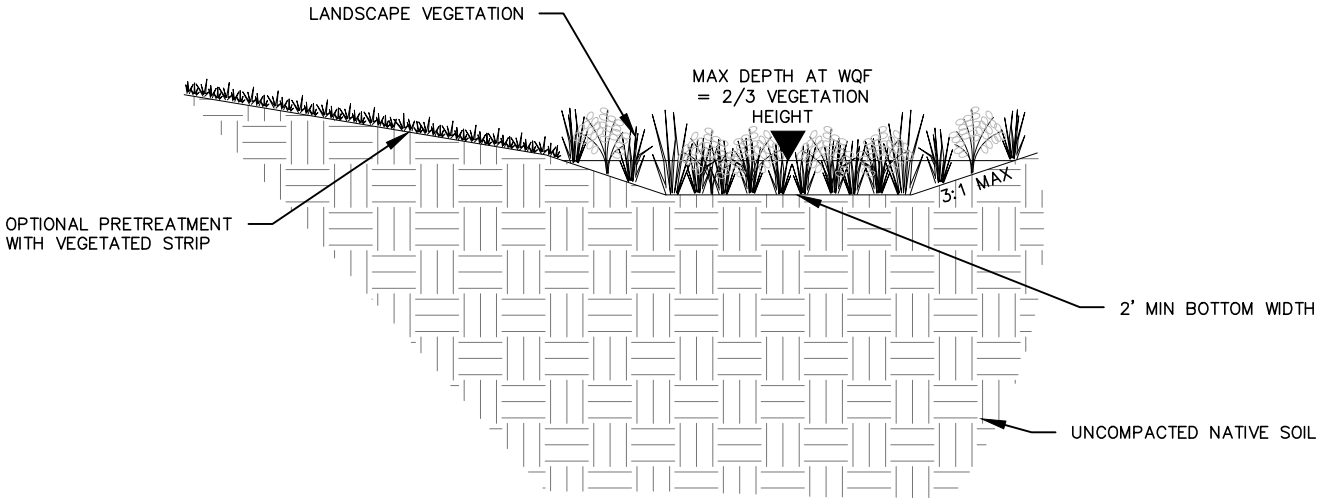
provo PUBLIC WORKS

BIORETENTION CELL

STANDARD DETAIL
BMP-2
NOT TO SCALE
REVISED DATE: 03/31/2020



BIOFILTRATION AND INFILTRATION



BIOFILTRATION ONLY

provo PUBLIC WORKS

BIOSWALE

STANDARD DETAIL
BMP-3

NOT TO SCALE

REVISED DATE: 03/31/2020

Bioswales

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 65% vegetative cover. Wood mulch not allowed in bioswales due to the swale being intended to convey flow with velocity.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Rock Mulch: Decorative rock at least 1" in diameter. Size rock to withstand design velocities.

3. EXECUTION

A. Bioswales using the bottom section shall have a longitudinal slope of 1% or greater. See design plans for design slope.

B. Bioswale native subgrades shall not be compacted if infiltration is required, and heavy construction equipment shall not be allowed within the bioswale footprint.

C. Install all utilities (including gas and communication/power conduits) prior to constructing the bioswale. Locate with consideration of the bioswale's drainage characteristics.

D. Construction of bioswale shall commence after adjacent and tributary areas are stabilized.

E. For infiltration bioswales: If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

J. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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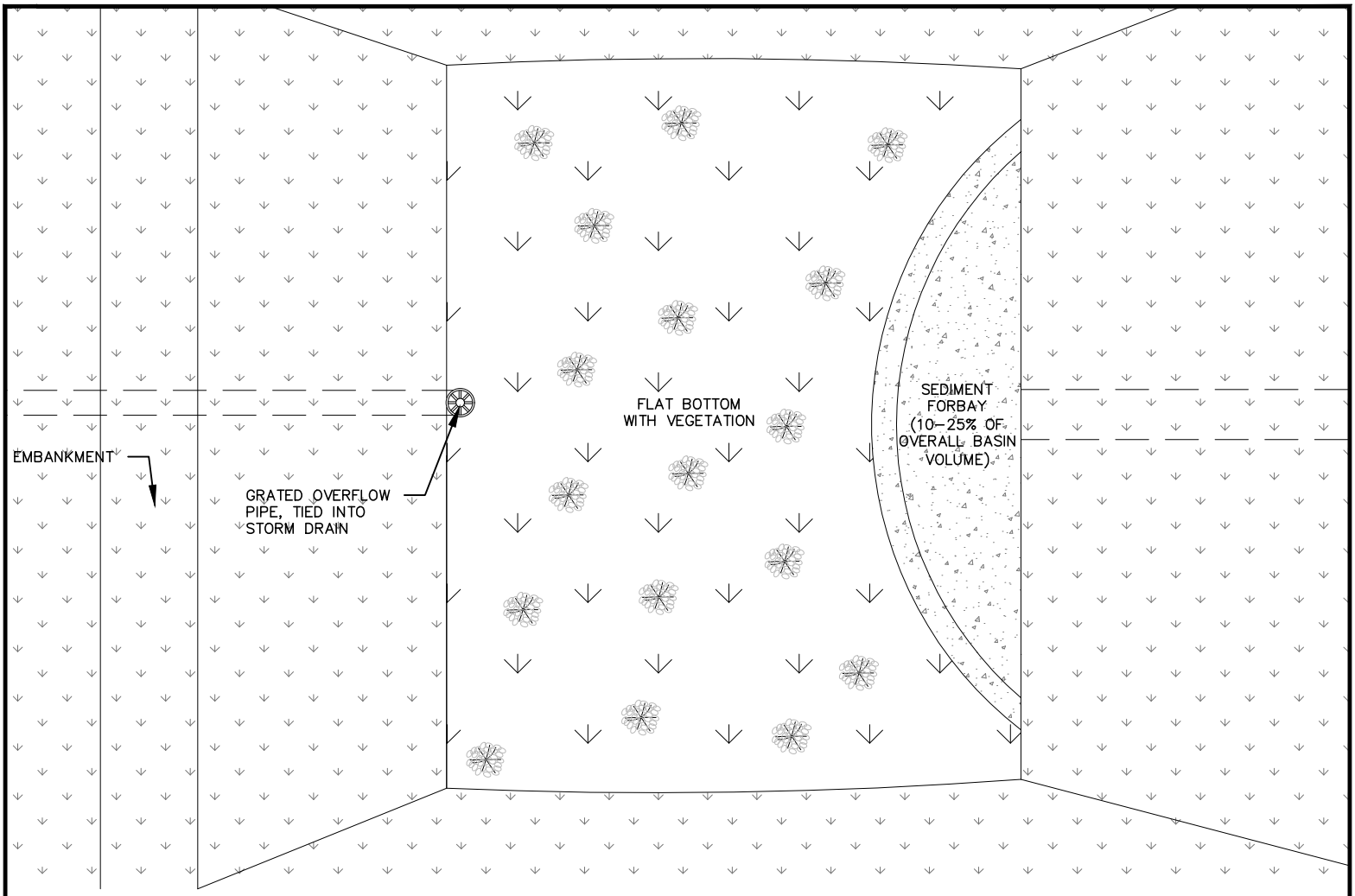
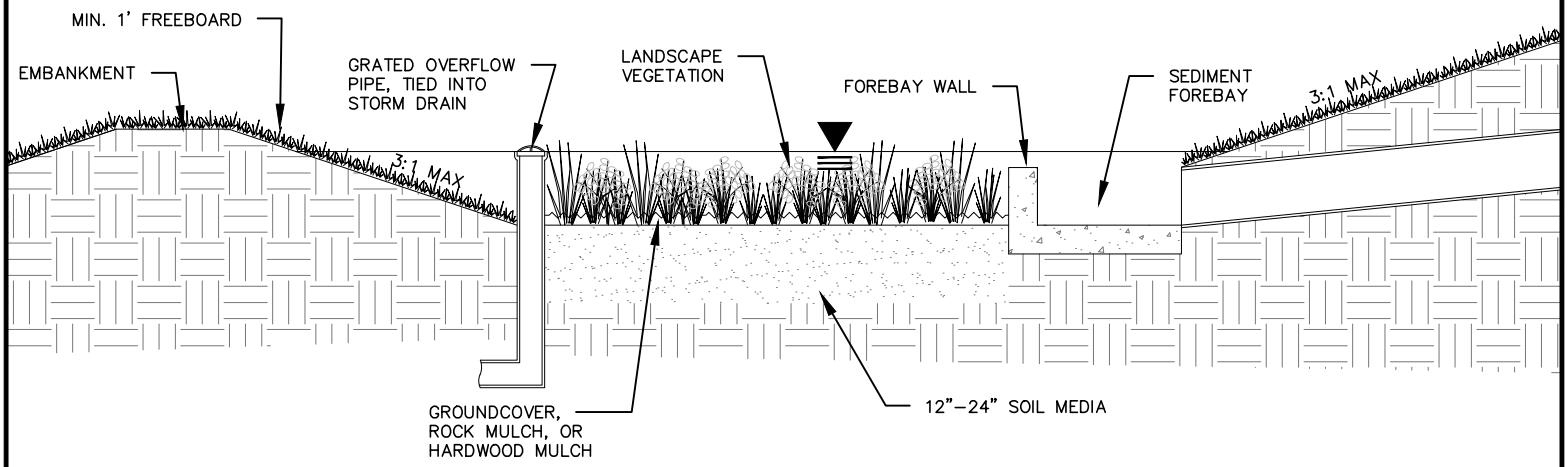
BIOSWALE

STANDARD DETAIL
BMP-3
NOT TO SCALE
REVISED DATE: 03/31/2020





provo PUBLIC WORKS

INFILTRATION BASIN

STANDARD DETAIL
BMP-4

NOT TO SCALE

REVISED DATE: 03/31/2020

Rain Garden

1. GENERAL

A. Submit before use:

A.1. Soil Media: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

A.2. Rock Mulch: Name of supplier and source.

A.3. Hardwood Mulch: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection in BMPs. Minimum 65% vegetative cover.

B. Soil Media: Native, amended, or engineered soil with minimum 20% organics, maximum 5% clay, minimum 60% gravelly sand or sand, with a long-term (safety factor applied) infiltration rate of at least 1 in/hr at 85% compaction.

C. Rock Mulch: Decorative rock at least 1" in diameter.

D. Hardwood Mulch: Well-aged, hardwood mulch placed at least 3" thick.

3. EXECUTION

A. Infiltration basin native subgrades shall not be compacted, and heavy construction equipment shall not be allowed within the rain garden footprint.

B. Install all utilities prior to constructing the basin. Avoid BMP footprint when possible.

C. Construction of infiltration basin shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Install soil media in maximum 18" lifts, with only light compaction (85% maximum).

J. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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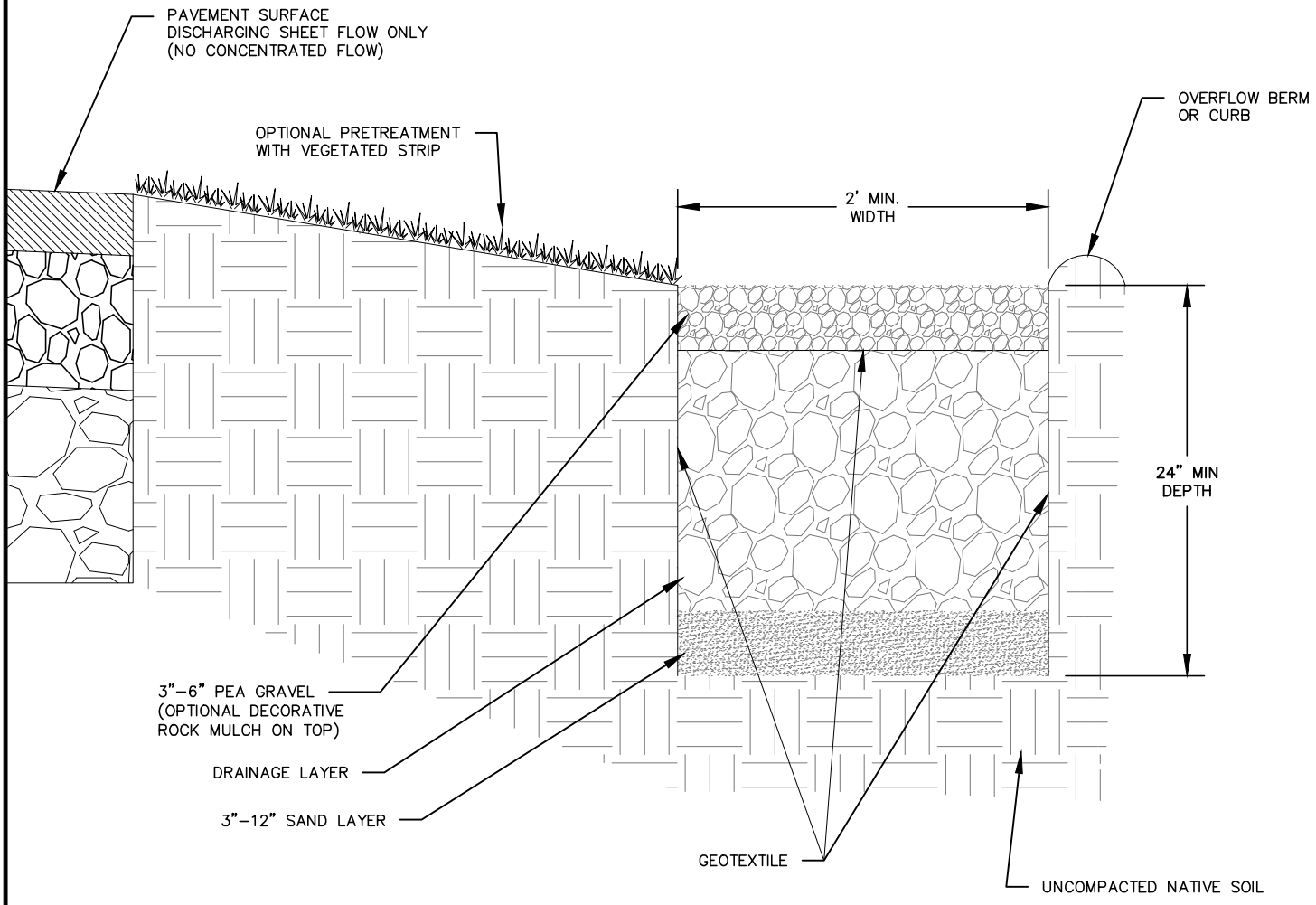
INFILTRATION BASIN

STANDARD DETAIL
BMP-4
NOT TO SCALE
REVISED DATE: 03/31/2020



provo PUBLIC WORKS

INFILTRATION TRENCH

STANDARD DETAIL
BMP-5

NOT TO SCALE

REVISED DATE: 03/31/2020

Infiltration Trench

1. GENERAL

A. Submit before use:

A.1. Sand, Pea Gravel, Sewer Rock: Name of supplier and source.

A.2. Geotextile: Sample and manufacturer's certification that material meets requirements specified below.

2. PRODUCTS

A. Sand Layer: Sand per Utah Chapter APWA Specification 31 05 13.

B. Pea Gravel: 3/8" to 1/2" pea gravel per Utah Chapter APWA Specification 31 05 13.

C. Drainage Layer: ASTM Size 3-4 Sewer Rock per Utah Chapter APWA Specification 31 05 13.

D. Geotextile: Drainage Geotextile per Utah Chapter APWA Specification 31 05 19. Class A if the drainage layer is very sharp and angular; otherwise, Class B.

E. Rock Mulch (optional): Decorative rock at least 1" in diameter.

3. EXECUTION

A. Native subgrades under trench shall not be compacted, and heavy construction equipment shall not be allowed within the infiltration trench footprint.

B. Install all utilities prior to constructing the trench. Avoid BMP footprint when possible.

C. Construction of infiltration trench shall commence after adjacent and tributary areas are stabilized.

D. If no or only light compaction occurred on native soil during adjacent construction, loosen native subgrade (e.g. scarify top 6-9" of native soil with an excavator bucket). If significant compaction occurred, excavate 1' deep by 1' wide trenches every 6' and backfill with sand.

I. Follow manufacturer's recommendations for geotextile overlapping .

J. Infiltration trenches longitudinal slopes shall be 1% max. No longitudinal slope preferred.

K. Adhere to approved construction SWPPP, including any BMPs required to protect the infiltration trench during construction. If silt or other debris enters the trench during construction, remove before construction resumes.

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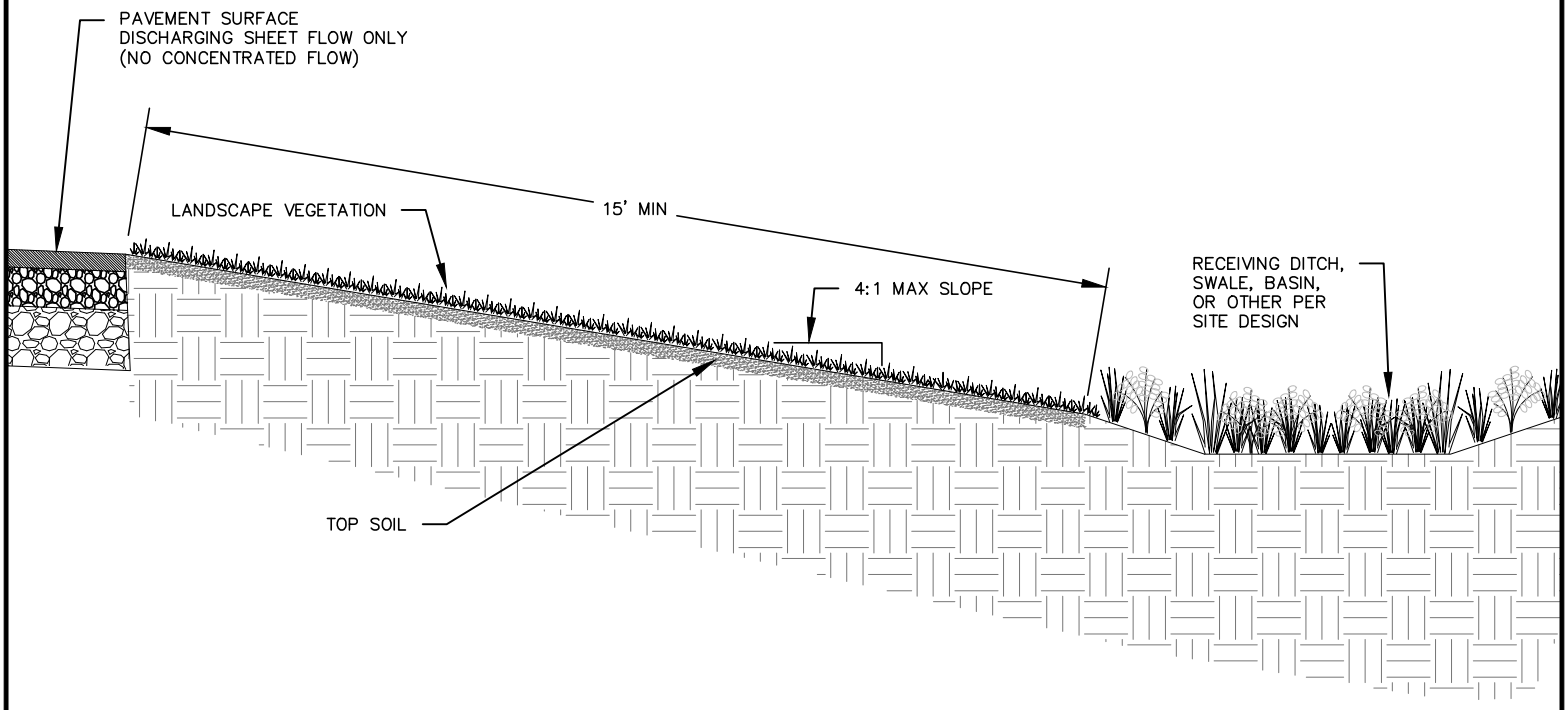
INFILTRATION TRENCH

STANDARD DETAIL

BMP-5

NOT TO SCALE

REVISED DATE: 03/31/2020



provo PUBLIC WORKS

VEGETATED STRIP

STANDARD DETAIL

BMP-6

NOT TO SCALE

REVISED DATE: 03/31/2020

Bioswales

1. GENERAL

A. Submit before use:

A.1. Top Soil: Certification from supplier or testing from native or amended soil, showing material meets requirements specified below.

2. PRODUCTS

A. Landscape Vegetation: See Section 15.20, Provo City Code for landscape vegetation requirements. Refer to the Utah DEQ's *A Guide to Low Impact Development within Utah* for additional guidance on plant selection within BMPs. Minimum 80% vegetated cover.

B. Top Soil: Per Utah Chapter APWA Specification 31 05 13.

3. EXECUTION

A. Vegetated strips shall have a maximum slope of 4:1, and minimum length of 15'. See design plans for design slope and length.

B. Install all utilities (including gas and communication/power conduits) prior to constructing the vegetated strip. Locate with consideration of the vegetated strip and receiving water body's drainage characteristics.

C. Construction of vegetated strip shall commence after adjacent and tributary areas are stabilized.

D. Adhere to approved construction SWPPP, including any BMPs required to protect the rain garden during construction. If silt or other debris enters the rain garden during construction, remove before construction resumes.

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VEGETATED STRIP

STANDARD DETAIL

BMP-6

NOT TO SCALE

REVISED DATE: 03/31/2020

APPENDIX G

Storm Water Quality Report Template

provo
PUBLIC WORKS
STORM WATER

Storm Water Quality Report – Template

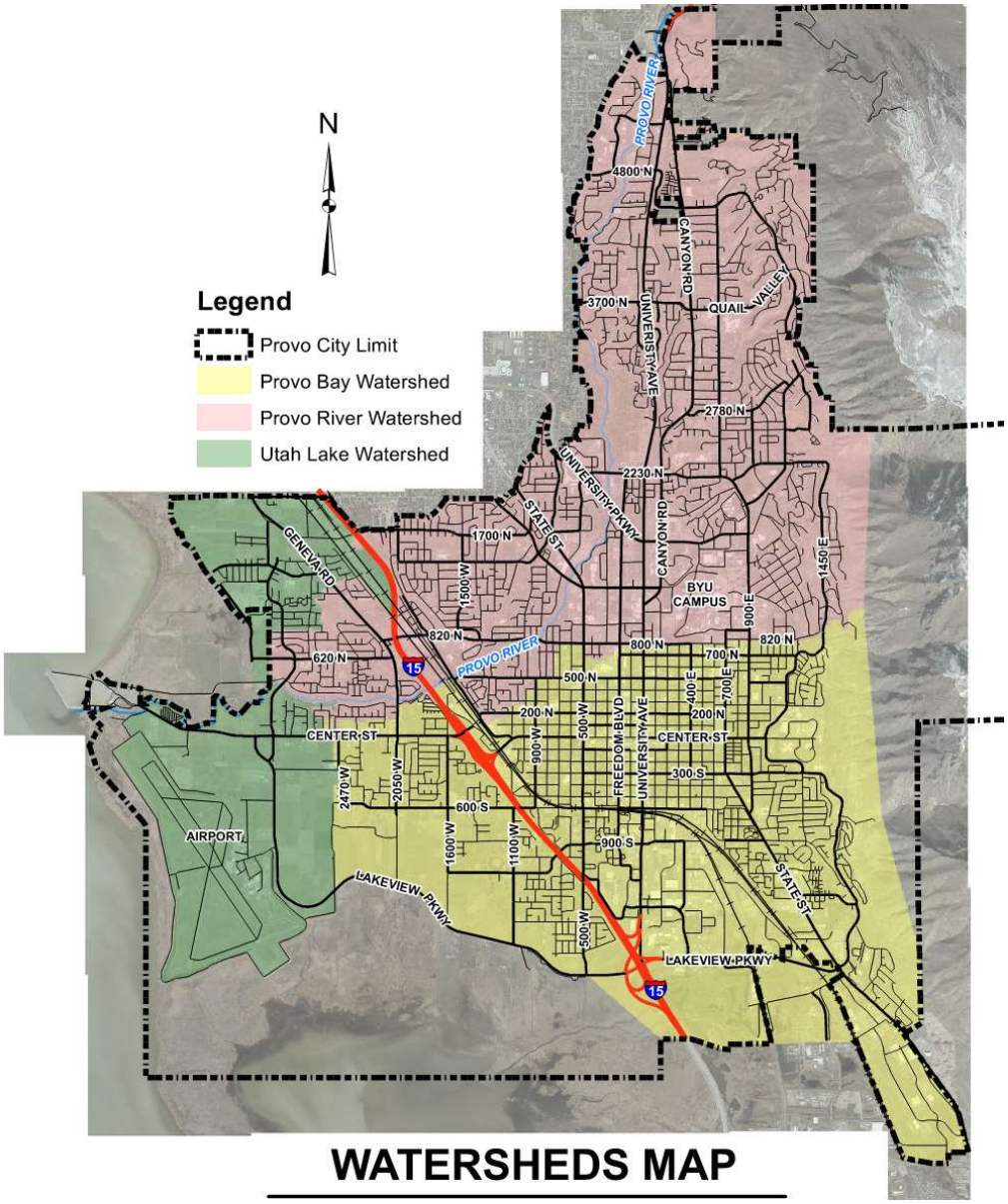
PAGE 1 – PROJECT NAME AND LOCATION

Design Engineer: _____ Date: _____

Project Name: _____ Project Type (circle one): New/Redevelopment

This project discharges to which impaired water body? (see Watershed Map below)

- ☐ Provo River-1
  Impairments: OE Bioassessment
  No Approved TMDL
- ☐ Utah Lake other than Provo Bay
  Impairments: Harmful Algal Blooms, PCB in Fish Tissue, Total Dissolved Solids, Total Phosphorus
  No Approved TMDL
- ☐ Provo Bay portion of Utah Lake
  Impairments: PCB in Fish Tissue, pH, Total Ammonia, Total Phosphorus
  No Approved TMDL



PAGE 2 – STATEMENT OF ADHERENCE TO WATER QUALITY REQUIREMENTS

Check the box that applies to your project.

For redevelopment projects:

Check which situation applies.

- ☐ The project decreases the site impervious cover by ____ %. Pretreatment was provided for new storm drain connections. *After signing and stamping this document below, you are done.*
- ☐ The project increases the site impervious cover by less than 10% (actual is ___ %), but increases the onsite retention by _____ cf. *After signing and stamping this document below, you are done.*
- ☐ The project increases the site impervious cover by 10% or more. *Complete the remaining sections, and sign and stamp this document.*

For development projects:

- ☐ My project is new development. *Complete the remaining sections below, and sign and stamp this document.*

I, the undersigned, have reviewed the storm water quality design and find this report to be complete, accurate, and current.

[Design Engineer stamp required]

Design Engineer Signature

PAGE 3 –WATER QUALITY REQUIREMENTS

See Chapter 11 for applicable tables and calculations.

Overall Project Information

Project Area, A (ac): _____

Project Imperviousness (%): _____ For redevelopment, use increase only

Project Volumetric Runoff Coefficient, R_V: _____ Rv = 0.91*i* – 0.0204 (*i*=imperviousness)

80th Storm Depth, d (in): _____ From Table 11-1

Total project Water Quality Volume, WQV (cf): _____ WQV = RvdA (A in square feet, and d in feet)

Subsurface Information

Average Depth to Historic High Water from proposed grade (ft): _____

Groundwater or Soil Contamination at Site (type or "none"): _____

Source: _____

Design Infiltration Rate (in/hr): _____

Safety Factor Used: _____

Hydrologic Soil Group: _____

Retention Standard vs. Alternative Methods

This project uses the following method for water quality:

- ☐ The project retains the full WQV with Retention Standard LID BMPs.
- ☐ The project retains a portion of the WQV with Retention Standard LID BMPs, and uses an alternative method(s) for the rest (*check other applicable methods*).
- ☐ The project treats the WQV or Water Quality Flow (WQF) with Treatment LID BMPs.
- ☐ The project treats the WQV or WQF with proprietary in-line water quality devices.
- ☐ The project provides pretreatment methods.

Infeasibility

If retention of the full WQV is infeasible, check the applicable reasons and provide backup information. Attach additional backup information to the report if needed.

☐ High Water Table	☐ Geologic Hazards	☐ Well Protection Zones
☐ Low Permeability Soils	☐ Soils Conditions	☐ Steep Slopes
☐ Accessibility	☐ Excessive Costs	☐ Other Project-Specific Factor(s)

Backup Information:

PAGE 4 – SUMMARY CALCULATIONS

Attached detail sizing calculations to this report for each BMP used

LID Drainage Areas

Add additional rows as needed.

Contributing Drainage Area	Area (ac)	Impervious Area (ac)	Imperviousness (%)	Volumetric Runoff Coefficient, R_V	Water Quality Volume, WQV (cf)
				Total WQV (cf)	

LID BMP Design

Add additional rows as needed.

Contributing Drainage Area	LID BMP Type	Water Quality Volume, WQV (cf)	Runoff Retained (cf)	Percent of Runoff Captured (%)
		Total Volume Retained (cf)		

Percent of WQV captured by LID BMPs: _____%

Describe additional storm water quality measures incorporated into the site:

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 03-10-2020

SUBJECT: A public hearing on an ordinance approving and adopting the Project Area Plan for the Mix Community Reinvestment Project Area. (20-052)

RECOMMENDATION: Approve the ordinance as written.

BACKGROUND: The new owners of the former Plumtree Plaza on University Parkway (now known as The MIX) plan to demolish and rebuild the portions of the area they own in order to reestablish and revitalize the center. They have requested help with the construction of the sewer upgrades required for the project.

The Redevelopment Agency (RDA) has requested an estimated $7.92 million in property tax revenues that will be generated by development within the Project Area to fund a portion of project costs within the Project Area. These property tax revenues will be used for the following: mandatory housing allocation as required by statute, payment and reimbursement of infrastructure costs, incentives to developers, RDA administrative expenses, taxing entity mitigation payments, and other expenditures as authorized by law.

These property taxes will be levied by the following governmental entities, and, assuming current tax rates, each will pay the RDA as follows:
Provo City - $1,253,669
Utah County - $ $324,042
Provo School District - $1,681,946
Central Utah Water Conservancy District - $ $247,901
All of the property taxes to be paid to the RDA will be generated only if the Project Area is developed.

It is important to note approval of this resolution does not commit the Agency or any taxing entities future tax increment to a project. Commitment of tax increment would require the affected taxing entities to enter into voluntary agreements with the Agency.

A copy of the Project Area Budget is available at the Redevelopment Agency offices in the Provo City Center building.

FISCAL IMPACT: $3.34 million in property tax revenues over a twelve-year period

PRESENTER'S NAME: David Walter, Director of the Redevelopment Agency

REQUESTED DURATION OF PRESENTATION: 30 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Business and Economic Vitality
Support Economic Development

CITYVIEW OR ISSUE FILE NUMBER: 20-052

Provo City *(Redevelopment Agency)*

Staff Memorandum

The MIX Community Renewal Project Area Public Hearing

February 19, 2020

Department Head Bill Peperone 6402 **Presenter** David Walter 6167 **Required Time for Presentation** 30 Minutes **Is This Time Sensitive** No **Case File # (if applicable)**	Purpose of Proposal • A Resolution to Adopt the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area • A Resolution to Approve and Adopt the Community Reinvestment Project Area Budget for The Mix Community Reinvestment Project Area • An Ordinance of Provo City Adopting the Community Reinvestment Project Area Plan for The Mix Community Reinvestment Project Area Action Requested • Adopt both Resolutions Relevant City Policies • Business and Economic Vitality • Support Economic Development Budget Impact • Description of this item • Plumtree Plaza has been a property in trouble for some time now. Located on a highly traveled corridor between Orem and Provo, its position makes it attractive for retail but that same position also makes it problematic for retail. The center has difficult ingress and egress and

	the layout and structures are showing their age. As retail transitions, older spaces developed to an earlier standard require more resources to try and bring them to a more productive reuse. ● Recently, Plumtree Plaza has changed owners and the new owners, recognizing the need to reinvest in the center and the opportunity to address ingress and egress issues with the Bus Rapid Transit system design, have approached Provo City Redevelopment to discuss the center's overhaul and potential rebranding. The new owners feel that focusing solely on retail is not a winning strategy for the center and are looking to add hospitality (hotel), and residential elements to the center. They do believe retail uses will still have a place in the new center but those uses will be a supporting role and not the driving force behind the rehabilitation of the complex. ● The new owners plan to completely demolish the portions of the center they own and begin to reestablish the center. They have requested help with the construction of the sewer upgrades required for the project. It is important to note approval of this resolution does not commit the Agency or any taxing entities future tax increment to a project. Commitment of tax increment would require the affected taxing entities to enter into voluntary agreements with the Agency. ● Property tax revenue resulting from an increase in valuation of property within the project area or proposed project area will be paid to the agency for project area development rather than to the taxing entity to which the tax revenue would otherwise have been paid if one or more taxing entities agree to share property tax revenue under an interlocal agreement and the adopted Project Area Plan provides for the agency to receive tax increment. The Agency has requested an estimated $7.92 million in property tax revenues that will be generated by development within the Project Area to fund a portion of project costs within the Project Area. These property tax revenues will be used for the following: mandatory housing allocation as required by statute, payment and reimbursement of infrastructure costs, incentives to developers, Agency administrative expenses, taxing entity mitigation payments, and other expenditures as authorized by law. These property taxes will be taxes levied by the following governmental entities, and, assuming current tax rates, the taxes paid to the agency for this project area from each taxing entity will be as

	follows: Provo City - $1,253,669, Utah County - $ $324,042, Provo School District - $1,681,946, Central Utah Water Conservancy District - $ $247,901. All of the property taxes to be paid to the Agency for the development in the Project Area are taxes that will be generated only if the Project Area is developed. All concerned citizens are invited to attend the project area budget hearing as noted above. A copy of the Project Area Budget is available at the Agency offices as described below. Any person objecting to the proposed Plan or Budget or contesting the regularity of any of the proceedings to adopt the Plan or Budget may submit comments prior to the hearing and may appear before the board at the hearing to show cause why the either should not be adopted. The Plan and Budget have been available for inspection at the City Recorder offices located at 351 W. Center Street, Provo, Utah during regular business hours. Attachments: Resolution Resolution Ordinance Draft Plan Draft Budget

PROVO CITY

ORDINANCE NO. _____

AN ORDINANCE OF PROVO CITY ADOPTING THE COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE MIX COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Redevelopment Agency of Provo City (the "**Agency**"), having prepared a Project Area Plan (the "**Plan**") for the Mix Community Reinvestment Project Area pursuant to Utah Code Annotated ("**UCA**") § 17C-5, and having held the required public hearing on the Plan pursuant to UCA § 17C-5-104, has adopted on this same date the Plan as the Official Community Reinvestment Project Area Plan for the Mix Community Reinvestment Project Area; and

WHEREAS, Section 17C-5-109 of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the "**Act**") mandates that before a community reinvestment project area plan approved by an agency under UCA § 17C-5 may take effect it must be adopted by ordinance of the legislative body of the community that created the agency; and

WHEREAS, the Act also requires that certain notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of Provo City that**:**

1. The Municipal Council of Provo City hereby adopts and designates the Mix Community Reinvestment Project Area Plan dated March 10, 2020, as approved by the Agency on this same date, as the *Official Community Reinvestment Project Area Plan for the Mix Community Reinvestment Project Area* (the "**Official Plan**").

2. The boundaries of the Mix Community Reinvestment Project Area are as shown on the map attached hereto as **Exhibit A** and described by the legal description attached hereto as **Exhibit B**.

3. City and Agency Staff are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective under UCA § 17C-5-110.

4. Pursuant to the Act, the Agency may proceed to carry out the Official Plan as soon as it becomes effective.

5. This ordinance takes effect upon publication and recording, but in no case sooner than 15 days from this date.

DATED the 10th day of March, 2020.

PROVO CITY

_____
Michelle Kaufusi, Mayor

Attested and recorded:

_____
Amanda Ercanbrack, City Recorder

EXHIBIT A

Mix CRA Map

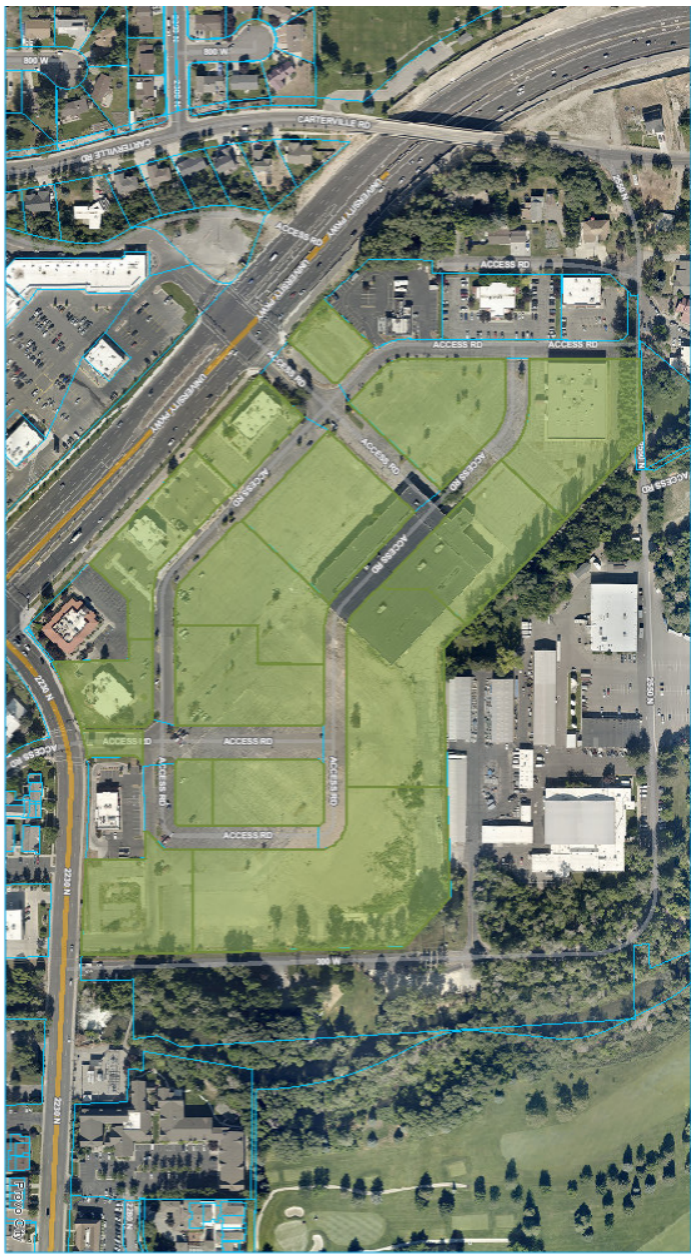


EXHIBIT B

Mix CRA Legal Description

PHASE 1

The Mix Community Development Project Area Parcel 1("East Parcel")
Beginning on the North right-of-way of 2230 North Street which point is East 548.93 feet and North 1052.12 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Provo City, Utah County, Utah (based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 87°17'24" West along said right-of-way 229.95 feet; thence North 1°34' West 142.70 feet; thence South 88°26' West 219.89 feet to a point of curvature to a 25.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 38.19 feet (central angle =87°32'03", chord bearing and distance =South 44°39'59" West 34.59 feet); thence South 0°53'57" West 90.59 feet to a point of curvature to a 25.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 19.07 feet (central angle =43°42'23", chord bearing and distance = South 20°57'59" East 18.61 feet) to a point on the North right-of-way line of 2230 North Street and a point on a 517.47 foot radius curve to the left; thence Westerly along the arc of said curve and said right-of-way for a distance of 250.83 feet (central angle =27° 46'20", chord bearing and distance =South 69°07'12" West 248.38 feet); thence North 1°34' West 188.87 feet; thence South 88°26' West 117.74 feet; thence North 43°26' East 378.14 feet; thence North 46°34' West 255.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 85.00 feet; thence North 43°26' East 435.88 feet; thence North 88°26' East 440.58 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 654.02 feet; thence South 01°16'14" East 114.52 feet to the point of beginning.

Parcel 2 (Pad 5)
Beginning at a point on the North right-of-way of University Parkway, said point being on the arc of a 11539.16 foot radius curve (radius point bears South 42°31'04" West) said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, Bearings of Section lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the aforementioned North right-or-way line; thence Northwesterly along the arc of a 11539.16 foot radius curve to the left 240.01 feet through a central angle of 01°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Parcel 3 (Entrance Road and Dedicated Road; Cinema Parcel)
All of Parcel A and Lot 1 of Plat "A" The New Plum Tree, a part of the Commercial Plum Tree Shopping Center, a commercial planned unit development, as such plat was recorded in the records of the Utah County, Utah Recorder on 29 January 1998, as Entry No. 8500, Map No. 7407.

Parcel 4 (Easement Estate)
Easement Estate for a non-exclusive reciprocal right, privilege and easement over, upon and across the common areas of every other Phase or Pad in the Shopping Center and upon and across all parking, access and driveway portions of the common areas, for vehicular access, parking and delivery as created by Declaration of Easement, Covenants, Restrictions recorded September 4, 1986, as Entry No. 29349, in Book 2336, Page 258, further amended on April 3, 1987, as Entry No. 12537, in book 2400, page 674 and re-recorded on April 27, 1987 as Entry No. 16005, in book 2408, page 539, further amended on April 11, 1988 as Entry No. 9917, in Book 2501, Page 907, further amended on

May 17, 1991 as Entry No. 18664, in book 2792, Page 137, further amended on March 27, 1992, as Entry No. 26586, in book 2942, Page 921, further amended on October 10, 2002, as Entry No. 120021:2002.

Parcel 5 (Easement Estate)
Easement Estate for a non-exclusive Water Line Easement, Storm Drain Line Easement and Inlet Easement as created and described by Easement Grant recorded on March 7, 1990, as Entry No. 6923, in book 2670, Page 791.

APN's: 47:173:0001, 19:001:0108, 19:001:0095, 19:008:0055, 19:008:0058, 19:008:0057, 19:008:0059, 19:001:0079, 19:001:0176, 47:173:0003, 19:008:0054, 19:001:0110, 19:001:0122, 47:173:0002, 19:001:0118

Project Area contains approximately 34 acres within platted City blocks plus

Contains: 4.55+/- acres

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: NLA
Department: Development Services
Requested Meeting Date: 03-10-2020

SUBJECT: An ordinance amending Provo City Code Relating to the Professional Office (PO) Zone to allow private educational services as a conditional use. Citywide application. (PLOTA20200047)

RECOMMENDATION: The Planning Commission has recommended approval (5:0).

BACKGROUND: The proposed Ordinance Text Amendment is a staff-initiated amendment to add "Educational Services" to the list of conditional uses in the Professional Office (PO) zone. State law permits public and charter schools in any zoning district; however, a private educational facility is not currently permitted in a PO zone because "Educational Services" is not listed in the list of permitted uses. Staff feel that, with adherence the proposed conditions, private educational facilities are compatible with other uses in the PO zones.

It was recently brought to the attention of staff that a private school occupies an existing office building in an existing PO zone. The school was initially permitted there because it was thought to be a charter school; however, it is actually a private school and therefore is not currently permitted. The school has been operational for several months and does not seem to be causing major impacts to the surrounding properties, so the proposal to allow private educational facilities as conditional uses, with specific codified conditions, seemed the logical way to allow the school to continue operating in the zone.

Proposed conditions to which a private educational facility would be required to adhere when operating in a PO zone include:
1. Following the parking provisions of Section 14.37.060 of the Provo City Code;
2. Having a detailed parking and circulation plan prepared by a professional which empirically concludes the existing or proposed facility will not negatively affect area traffic or surrounding uses;
3. Conform to all health, safety, and building codes; and
4. No exterior lighting shall shine directly into adjoining properties.

The owner of the property had previously requested that a portion of the lot that had been zoned as Public Facilities (PF) be rezoned to Low Density Residential (LDR) to accommodate townhomes, but neighbors had concerns about the impact on traffic,

future development, and aesthetics. in the Council Meeting on January 7, 2020, the Council rejected the proposed rezone 7:0.

FISCAL IMPACT: None anticipated

PRESENTER'S NAME: Robert Mills: (801) 852-6407, rmills@provo.org

REQUESTED DURATION OF PRESENTATION: 30 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20200047

provo
COMMUNITY AND
NEIGHBORHOOD SERVICES

Planning Commission Hearing
Staff Report
Hearing Date: February 26, 2020

***ITEM #4** The Provo City Community and Neighborhood Services Department requests an Ordinance Text Amendment to the Professional Office (PO) Zone (Section 14.16.020) to allow private educational services as a conditional use. Citywide application. Robert Mills (801) 852-6407 rmills@provo.org PLOTA20200047

Applicant: Provo City Community and Neighborhood Services Department

Staff Coordinator: Robert Mills

***Council Action Required**: Yes

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is March 11, 2020 at 6:00 PM.*

2. **Deny** the requested Project Plan. *This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.*

Relevant History: Currently public schools are permitted in any zoning district; however, private educational institutions are not permitted in the Professional Office (PO) Zone. After evaluation of an operational private school, the Community and Neighborhood Services Department that private educational facilities could function well in the PO zone as a conditional use with the proposed specific conditions.

Staff Recommendation: Staff recommends the Planning Commission forward a positive recommendation of the requested Ordinance Text Amendment to the Municipal Council.

OVERVIEW

The proposed Ordinance Text Amendment is a staff-initiated amendment to add "Educational Services" to the list of conditional uses in the Professional Office (PO) zone. Public and charter schools are already permitted, by right, in any zoning district; however, a private educational facility is not currently permitted in a PO zone because "Educational Services" is not listed in the list of permitted uses. Staff feels that, with adherence the proposed conditions, private educational facilities are compatible with other uses in the PO zones.

It was recently brought to the attention of staff that a private school occupies an existing office building in an existing PO zone. The school was initially permitted there because it was thought to be a charter school; however, it is actually a private school and, therefore, not currently permitted. The school has been operational for several months and does not seem to be causing major impacts to the surrounding properties, and so, the proposal to allow private educational facilities as conditional uses, with specific codified conditions, seemed the logical way to allow the school to continue operating in the zone.

The proposed amendment enumerates specific conditions that a private educational facility will be required to adhere to when operating in a PO zone. These conditions include:

1. Following the parking provisions of Section 14.37.060 of the Provo City Code;
2. Having a detailed parking and circulation plan prepared by a professional which empirically concludes the existing or proposed facility will not negatively affect area traffic or surrounding uses;
3. Conform to all health, safety, and building codes; and,
4. No exterior lighting shall shine directly into adjoining properties.

FINDINGS OF FACT

1. By state law, public and charter schools are allowed in any zoning district.
2. Private educational facilities are not granted the same zoning immunities public and charter schools are given even though they function in a very similar manner.
3. The proposed amendment will apply to all PO Zones in the City.

Analysis

Section 14.02.020(1) of the Provo City Code states the following regarding amendments to the Planning and Zoning Title and to the General Plan:

> *"Amendments shall not be made . . . except to promote more fully the objectives and purposes of this Title and the Provo City General Plan or to correct manifest errors."*

Additionally, guidelines for consideration of an amendment are set forth in Section 14.02.020(2) of the Code and are listed below. Staff analysis is provided after the individual guidelines in **bold**.

(a) Public purpose for the amendment in question.
The amendment seeks to allow private educational facilities as conditional uses within the PO zones in the City.

(b) Confirmation that the public purpose is best served by the amendment in question.
The public purpose is served because educational facilities are an important part of the community and provide a significant public benefit. Some residents prefer alternative educational options from traditional public or charter schools. This amendment seeks to enable private educational facilities to operate in PO zones with specific conditions.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.
Several of the General Plan policies, goals, and objectives seek to enhance educational opportunities within the City; therefore, the proposed amendment is consistent with those policies, goals, and objectives.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated.
No conflicts.

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

(f) Adverse impacts on adjacent land owners.
No adverse impacts are anticipated.

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

(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 such conflict is anticipated.

RECOMMENDATION

Staff recommends the Planning Commission forward a positive recommendation of the proposed amendment to allow “Educational Facilities” as conditional uses to the Municipal Council for approval.

ATTACHMENTS

1. Proposed Language of the Amendment

Attachment 1 – Amendment Language

Chapter 14.16
PO - PROFESSIONAL OFFICE ZONE

Sections:

14.16.010 Purpose and Objectives.
14.16.020 Permitted Uses.
14.16.025 Single Ownership or Control.
14.16.030 Lot Area.
14.16.040 Lot Width.
14.16.050 Lot Frontage.
14.16.060 Prior Created Lots.
14.16.070 Area of Zone.
14.16.075 Professional Offices on Less Than One Acre.
14.16.080 Yard Requirements.
14.16.090 Projections Into Yards.
14.16.100 Building Height.
14.16.110 Distance Between Buildings.
14.16.120 Permissible Lot Coverage.
14.16.130 Parking, Loading, and Access.
14.16.140 Project Plan Approval.
14.16.150 Reversion of Zoning.
14.16.160 Other Requirements.

14.16.010
Purpose and Objectives.

The Professional Office (PO) zone is established to provide locations beyond the central area of the City, primarily along arterial or major collector streets which will accommodate offices or laboratories for professional persons and other related uses. This zone should not be established in a "strip" zoning manner along major streets but should be concentrated to provide easy accessibility to the public. The zone is intended to provide availability of professional services conveniently to all neighborhoods in the community. Uses permitted in the PO zone would typically include offices for doctors, dentists, accountants, and other similar professions, medical and dental laboratories, and pharmacies.

14.16.020
Permitted Uses.

(1) Those uses or categories of uses as listed herein, and no others, are permitted in the PO zone.

(2) All uses listed herein are listed by number as designated in the Standard Land Use Code published and maintained by the Planning Commission. Specific uses are identified by a four-digit number in which all digits are whole numbers. Classes or groupings of such uses permitted in the zone are identified by a four-digit number in which the last one (1) or two (2) digits are zeros.

(3) All such categories listed herein, and all specific uses contained within them in the Standard Land Use Code, will be permitted in the PO zone subject to the limitations set forth herein.

(4) *Permitted Principal Uses.* The following principal uses and structures, and no others, are permitted in the PO zone:

Use No.	Use Classification
4811	Electric transmission right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4821	Gas pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4824	Gas pressure control stations
4831	Water pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity.
4835	Irrigation distribution channels
4836	Water pressure control stations and pumping plants
4841	Sewage pipeline right-of-way (Identifies areas where surface is devoted exclusively to right-of-way activity)
4844	Sewage pumping stations
4864	Combination utilities right-of-way (Identifies areas where surface is devoted exclusively to right-of-way activity)
4873	Storm drain or right-of-way (Predominantly covered pipes or boxes)
4923	Travel Agencies

Use No.	Use Classification
5912	Prescription pharmacy (intended for the convenience of permitted establishments and/or clients thereof, provided that no business occupies more than fifteen percent (15%) of the total floor area of the building in which it is located and has no separate entrance)
6100	Financial, Insurance and Real Estate Services
6311	Advertising services (office only)
6320	Consumer credit services
6330	Duplicating, stenographic, and office services
6340	Dwelling, janitorial, and other building services (office only)
6350	News syndicate services (office only)
6360	Employment services
6390	Miscellaneous business services (office only)
6500	Professional Services (except 6513, 6515 Behavior, drug and alcohol treatment; office only, no lodging or bed facilities, 6516)
6710	Executive, legislative, and judicial offices
6900	Miscellaneous service organizations (office only)
7112	Museums
7398	Video Rental Shops

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

(a) Accessory buildings such as garages, carports, supply storage buildings, and similar structures which are customarily used in conjunction with, and are incidental to, principal uses and structures allowed in the PO zone; and

(b) Storage of materials used for the construction of a building including a temporary contractor's office and/or tool shed, provided that such uses are on the building site or

immediately adjacent thereto and provided that such use shall be for only the period of construction and thirty (30) days thereafter.

(6) *Conditional Uses.* The following uses and structures are permitted in the PO zone only after a Conditional Use Permit has been approved, and subject to the terms and conditions thereof.

Use No.	Use Classification
4700	Communications (Subject to Section 14.34.420, Provo City Code)
4814	Electricity regulating substations
4818	Small generation
4829	Other gas utilities, NEC
4834	Water storage as part of a utility system (covered including water storage standpipes)
4872	Debris basin (A dam and basin for intercepting debris)
4874	Spreading grounds (Area for percolating water into underground)
5320	Mail and phone order houses (Only on in historic buildings arterial streets)
5391	Dry goods and general merchandise (yarn, linen, crafts, fabric, etc.) (Only in historic buildings on arterial streets)
5441	Candy, nut, and confectionery (only in historic buildings)
5600	Apparel and accessories (Only in historic buildings on arterial streets)
5811	Restaurants, subject to the following conditions: (a) that the restaurant be architecturally compatible with surrounding buildings; (b) that there be no short-order/fast food or drive-in restaurants; (c) that signs, landscaping, number of employees, and distance from existing commercial zones, and related matters, shall be factors considered in the review and approval of a conditional use permit.

Use No.	Use Classification
5900	Miscellaneous retail trade (except 5912, 5920, 5930, and 5980; only in historic buildings as defined in this Title)
5932	Second hand clothing, shoes, furniture and books (does not include 5933, flea markets, or 5936, thrift stores) (Only on arterial streets)
6220	Photography studio (Only in historic buildings on arterial streets)
6230	Beauty and barber shop (Only in historic buildings on arterial streets)
6241	Mortuary (Only in historic buildings on arterial streets)
6299	Wedding chapels and reception centers
6513	Hospitals
6515	Behavior, drug & alcohol treatment
6516	Sanitariums, convalescent and rest home services
6722	Police protection and related activities, branch (Office only)
6800	Educational Services (Subject to the provisions of Section 14.34.520 of the Provo City Code.)
8221	Veterinarian services, subject to the following conditions: (a) experimental or scientific research activities are prohibited (b) no on-site disposal of dead animals (c) the facility shall be located completely within an air-conditioned and soundproofed building (d) animal noise shall not be audible at the nearest property line (e) overnight boarding shall be limited to animals receiving treatment on the premises (f) services shall be limited to small animals only (g) no services shall be permitted for

14.34.520

Educational Services as a Conditional Use.

Private Educational Services, when allowed as a Conditional Use, shall be approved only in compliance with the applicable zoning district regulations, Section 14.02.040, Provo City Code, and the following:

(1) Parking requirements shall follow the provisions enumerated in Section 14.37.060, Provo City Code, relating to schools.

(2) A detailed parking and circulation plan shall be prepared by an engineer, architect, planner, or other similar professional, which empirically concludes that the existing or proposed facility will not negatively affect area traffic, surrounding land uses, or properties. The parking and circulation plan shall include:

(a) A designated drop-off and pick-up zone sufficient for the student population; and

(b) Sufficient cueing space on the property to prevent vehicle back-ups on city streets during drop-off and pick-up times.

(3) Such use shall conform to all applicable health, safety, and building codes.

(4) No exterior lighting shall shine directly into adjoining properties.

ORDINANCE 2020-.

AN ORDINANCE AMENDING PROVO CITY CODE RELATING TO THE PROFESSIONAL OFFICE (PO) ZONE TO ALLOW PRIVATE EDUCATIONAL SERVICES AS A CONDITIONAL USE. CITYWIDE APPLICATION. (PLOTA20200047)

WHEREAS, it is proposed that Provo City Code Section 14.16.020 (Permitted Uses) be amended to allow private educational services as a conditional use in Professional Office Zone; and

WHEREAS, it is proposed that Provo City Code Section 14.34.520 (Educational Services as a Conditional Use) be enacted to set forth the requirements for approving such a conditional use; and

WHEREAS, on February 26, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed amendment, and after such meeting, the Planning Commission recommended approval to the Municipal Council by a vote of 5:0; and

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; 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 should be amended as described herein and (ii) the proposed amendment 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 14.16.020 is hereby amended as set forth in Exhibit A.

Commented [BJ1]: Exhibits need to be in Word format to be edited. I asked Robert Mills to provide that, but haven't seen it yet.

PART II:

Provo City Code Section 14.34.520 is hereby enacted as set forth in Exhibit B.

PART III:

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

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be

unconstitutional or invalid, the remainder of the ordinance shall not be affected thereby.

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

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

END OF ORDINANCE.

Exbibit A

Chapter 14.16
PO - PROFESSIONAL OFFICE ZONE

Sections:

14.16.010 Purpose and Objectives.
14.16.020 Permitted Uses.
14.16.025 Single Ownership or Control.
14.16.030 Lot Area.
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(b) Storage of materials used for the construction of a building including a temporary contractor's office and/or tool shed, provided that such uses are on the building site or

immediately adjacent thereto and provided that such use shall be for only the period of construction and thirty (30) days thereafter.

(6) *Conditional Uses.* The following uses and structures are permitted in the PO zone only after a Conditional Use Permit has been approved, and subject to the terms and conditions thereof.

Use No.	Use Classification
4700	Communications (Subject to Section 14.34.420, Provo City Code)
4814	Electricity regulating substations
4818	Small generation
4829	Other gas utilities, NEC
4834	Water storage as part of a utility system (covered including water storage standpipes)
4872	Debris basin (A dam and basin for intercepting debris)
4874	Spreading grounds (Area for percolating water into underground)
5320	Mail and phone order houses (Only on in historic buildings arterial streets)
5391	Dry goods and general merchandise (yam, linen, crafts, fabric, etc.) (Only in historic buildings on arterial streets)
5441	Candy, nut, and confectionery (only in historic buildings)
5600	Apparel and accessories (Only in historic buildings on arterial streets)
5811	Restaurants, subject to the following conditions: (a) that the restaurant be architecturally compatible with surrounding buildings; (b) that there be no short-order/fast food or drive-in restaurants; (c) that signs, landscaping, number of employees, and distance from existing commercial zones, and related matters, shall be factors considered in the review and approval of a conditional use permit.

Use No.	Use Classification
5900	Miscellaneous retail trade (except 5912, 5920, 5930, and 5980; only in historic buildings as defined in this Title)
5932	Second hand clothing, shoes, furniture and books (does not include 5933, flea markets, or 5936, thrift stores) (Only on arterial streets)
6220	Photography studio (Only in historic buildings on arterial streets)
6230	Beauty and barber shop (Only in historic buildings on arterial streets)
6241	Mortuary (Only in historic buildings on arterial streets)
6299	Wedding chapels and reception centers
6513	Hospitals
6515	Behavior, drug & alcohol treatment
6516	Sanitariums, convalescent and rest home services
6722	Police protection and related activities, branch (Office only)
6800	Educational Services (Subject to the provisions of Section 14.34.520 of the Provo City Code.)
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14.34.520

Educational Services as a Conditional Use.

Private Educational Services, when allowed as a Conditional Use, shall be approved only in compliance with the applicable zoning district regulations, Section 14.02.040, Provo City Code, and the following:

(1) Parking requirements shall follow the provisions enumerated in Section 14.37.060, Provo City Code, relating to schools.

(2) A detailed parking and circulation plan shall be prepared by an engineer, architect, planner, or other similar professional, which empirically concludes that the existing or proposed facility will not negatively affect area traffic, surrounding land uses, or properties. The parking and circulation plan shall include:

(a) A designated drop-off and pick-up zone sufficient for the student population; and

(b) Sufficient cueing space on the property to prevent vehicle back-ups on city streets during drop-off and pick-up times.

(3) Such use shall conform to all applicable health, safety, and building codes.

(4) No exterior lighting shall shine directly into adjoining properties.

14.34.520

Educational Services as a Conditional Use.

Private Educational Services, when allowed as a Conditional Use, shall be approved only in compliance with the applicable zoning district regulations, Section 14.02.040, Provo City Code, and the following:

(1) Parking requirements shall follow the provisions enumerated in Section 14.37.060, Provo City Code, relating to schools.

(2) A detailed parking and circulation plan shall be prepared by an engineer, architect, planner, or other similar professional, which empirically concludes that the existing or proposed facility will not negatively affect area traffic, surrounding land uses, or properties. The parking and circulation plan shall include:

(a) A designated drop-off and pick-up zone sufficient for the student population; and

(b) Sufficient queuing space on the property to prevent vehicle back-ups on city streets during drop-off and pick-up times.

(3) Such use shall conform to all applicable health, safety, and building codes.

(4) No exterior lighting shall shine directly into adjoining properties.

Provo City Planning Commission

Report of Action

February 26, 2020

PLOTA20200047 The Provo City Community and Neighborhood Services Department requests an Ordinance Text Amendment to the Professional Office (PO) Zone (Section 14.16.020) to allow private educational services as a conditional use. Citywide application. Robert Mills rmills@provo.org (801) 852-6407 PLOTA20200047

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

RECOMMEND APPROVAL

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

Motion By: Andrew Howard
Second By: Laurie Urquiaga
Votes in Favor of Motion: Robert Knudsen, Andrew Howard, Maria Winden, Lisa Jensen, and Laurie Urquiaga
Maria Winden was present as Acting Chair.

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

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:

- This amendment would allow the private school in the existing office building on Quail Valley Drive to continue operating.
- This would allow other private schools, such as the University of Phoenix or Stevens Henager to operate in the Professional Office zone.
- Staff has developed a list of specific conditions that any private educational facility would need to adhere to.

NEIGHBORHOOD AND PUBLIC COMMENT

- Multiple Neighborhood Chair(s) were present or addressed the Planning Commission.
  - Marian Monnahan, Edgemont Neighborhood Chair, addressed the Planning Commission to explain that she had been informed by the neighbors of concerns regarding the non-enforcement by the City of the covenants and restrictions associated with the Quail Valley Property. They had sent a letter to councilmembers directly.
  - Sharon Memmott, Neighborhood Vice Chair for Edgemont, expressed concerns about parking.
  - Becky Bogdin, Lakewood Neighborhood Chair, raised concerns about conditional use permits that run with the land and not with the applicant.

CONCERNS RAISED BY PUBLIC

No other members of the public spoke.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commission members mentioned the compatibility of school uses with other conditional uses.
- Generally, commission members felt this was a favorable addition to the PO Zone.

Maria Wind

Planning Commission Chair

Director of Community and Neighborhood Services

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

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

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

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

WELCOME HOME

PLANNING COMMISSION

February 26, 2020

ITEM 4*

The Provo City Community and Neighborhood Services Department requests an Ordinance Text Amendment to the Professional Office (PO) Zone (Section 14.16.020) to allow private educational services as a conditional use.

Citywide application

PLOTA20200047

Chapter 14.16
PO - PROFESSIONAL OFFICE ZONE

Sections:

14.16.010 Purpose and Objectives.
14.16.020 Permitted Uses.
14.16.025 Single Ownership or Control.
14.16.030 Lot Area.
14.16.040 Lot Width.
14.16.050 Lot Frontage.
14.16.060 Prior Created Lots.
14.16.070 Area of Zone.
14.16.075 Professional Offices on Less Than One Acre.
14.16.080 Yard Requirements.
14.16.090 Projections Into Yards.
14.16.100 Building Height.
14.16.110 Distance Between Buildings.
14.16.120 Permissible Lot Coverage.
14.16.130 Parking, Loading, and Access.
14.16.140 Project Plan Approval.
14.16.150 Reversion of Zoning.
14.16.160 Other Requirements.

14.16.010
Purpose and Objectives.

The Professional Office (PO) zone is established to provide locations beyond the central area of the City, primarily along arterial or major collector streets which will accommodate offices or laboratories for professional persons and other related uses. This zone should not be established in a "strip" zoning manner along major streets but should be concentrated to provide easy accessibility to the public. The zone is intended to provide availability of professional services conveniently to all neighborhoods in the community. Uses permitted in the PO zone would typically include offices for doctors, dentists, accountants, and other similar professions, medical and dental laboratories, and pharmacies.

14.16.020
Permitted Uses.

(1) Those uses or categories of uses as listed herein, and no others, are permitted in the PO zone.

(2) All uses listed herein are listed by number as designated in the Standard Land Use Code published and maintained by the Planning Commission. Specific uses are identified by a four-digit number in which all digits are whole numbers. Classes or groupings of such uses permitted in the zone are identified by a four-digit number in which the last one (1) or two (2) digits are zeros.

(3) All such categories listed herein, and all specific uses contained within them in the Standard Land Use Code, will be permitted in the PO zone subject to the limitations set forth herein.

(4) *Permitted Principal Uses.* The following principal uses and structures, and no others, are permitted in the PO zone:

Use No.	Use Classification
4811	Electric transmission right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4821	Gas pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4824	Gas pressure control stations
4831	Water pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity.
4835	Irrigation distribution channels
4836	Water pressure control stations and pumping plants
4841	Sewage pipeline right-of-way (Identifies areas where surface is devoted exclusively to right-of-way activity)
4844	Sewage pumping stations
4864	Combination utilities right-of-way (Identifies areas where surface is devoted exclusively to right-of-way activity)
4873	Storm drain or right-of-way (Predominantly covered pipes or boxes)
4923	Travel Agencies

Use No.	Use Classification
5912	Prescription pharmacy (intended for the convenience of permitted establishments and/or clients thereof, provided that no business occupies more than fifteen percent (15%) of the total floor area of the building in which it is located and has no separate entrance)
6100	Financial, Insurance and Real Estate Services
6311	Advertising services (office only)
6320	Consumer credit services
6330	Duplicating, stenographic, and office services
6340	Dwelling, janitorial, and other building services (office only)
6350	News syndicate services (office only)
6360	Employment services
6390	Miscellaneous business services (office only)
6500	Professional Services (except 6513, 6515 Behavior, drug and alcohol treatment; office only, no lodging or bed facilities, 6516)
6710	Executive, legislative, and judicial offices
6900	Miscellaneous service organizations (office only)
7112	Museums
7398	Video Rental Shops

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

(a) Accessory buildings such as garages, carports, supply storage buildings, and similar structures which are customarily used in conjunction with, and are incidental to, principal uses and structures allowed in the PO zone; and

(b) Storage of materials used for the construction of a building including a temporary contractor's office and/or tool shed, provided that such uses are on the building site or

immediately adjacent thereto and provided that such use shall be for only the period of construction and thirty (30) days thereafter.

(6) *Conditional Uses.* The following uses and structures are permitted in the PO zone only after a Conditional Use Permit has been approved, and subject to the terms and conditions thereof.

Use No.	Use Classification
4700	Communications (Subject to Section 14.34.420, Provo City Code)
4814	Electricity regulating substations
4818	Small generation
4829	Other gas utilities, NEC
4834	Water storage as part of a utility system (covered including water storage standpipes)
4872	Debris basin (A dam and basin for intercepting debris)
4874	Spreading grounds (Area for percolating water into underground)
5320	Mail and phone order houses (Only on in historic buildings arterial streets)
5391	Dry goods and general merchandise (yarn, linen, crafts, fabric, etc.) (Only in historic buildings on arterial streets)
5441	Candy, nut, and confectionery (only in historic buildings)
5600	Apparel and accessories (Only in historic buildings on arterial streets)
5811	Restaurants, subject to the following conditions: (a) that the restaurant be architecturally compatible with surrounding buildings; (b) that there be no short-order/fast food or drive-in restaurants; (c) that signs, landscaping, number of employees, and distance from existing commercial zones, and related matters, shall be factors considered in the review and approval of a conditional use permit.

Use No.	Use Classification
5900	Miscellaneous retail trade (except 5912, 5920, 5930, and 5980; only in historic buildings as defined in this Title)
5932	Second hand clothing, shoes, furniture and books (does not include 5933, flea markets, or 5936, thrift stores) (Only on arterial streets)
6220	Photography studio (Only in historic buildings on arterial streets)
6230	Beauty and barber shop (Only in historic buildings on arterial streets)
6241	Mortuary (Only in historic buildings on arterial streets)
6299	Wedding chapels and reception centers
6513	Hospitals
6515	Behavior, drug & alcohol treatment
6516	Sanitariums, convalescent and rest home services
6722	Police protection and related activities, branch (Office only)
6800	Educational Services (Subject to the provisions of Section 14.34.520 of the Provo City Code.)
8221	Veterinarian services, subject to the following conditions: (a) experimental or scientific research activities are prohibited (b) no on-site disposal of dead animals (c) the facility shall be located completely within an air-conditioned and soundproofed building (d) animal noise shall not be audible at the nearest property line (e) overnight boarding shall be limited to animals receiving treatment on the premises (f) services shall be limited to small animals only (g) no services shall be permitted for

14.34.520

Educational Services as a Conditional Use.

Private Educational Services, when allowed as a Conditional Use, shall be approved only in compliance with the applicable zoning district regulations, Section 14.02.040, Provo City Code, and the following:

(1) Parking requirements shall follow the provisions enumerated in Section 14.37.060, Provo City Code, relating to schools.

(2) A detailed parking and circulation plan shall be prepared by an engineer, architect, planner, or other similar professional, which empirically concludes that the existing or proposed facility will not negatively affect area traffic, surrounding land uses, or properties. The parking and circulation plan shall include:

(a) A designated drop-off and pick-up zone sufficient for the student population; and

(b) Sufficient cueing space on the property to prevent vehicle back-ups on city streets during drop-off and pick-up times.

(3) Such use shall conform to all applicable health, safety, and building codes.

(4) No exterior lighting shall shine directly into adjoining properties.

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: NLA
Department: Development Services
Requested Meeting Date: 03-10-2020

SUBJECT: An ordinance amending the Provo City General Plan relating to The Transportation Master Plan. Citywide Application. (PLGPA20200038)

RECOMMENDATION: The Planning Commission has recommended approval (4:1) with the following modifications to the Transportation Master Plan Active Transportation:
1. 600 South should be a citywide corridor (blue) instead of a neighborhood corridor.
2. 2500 West corridor should be designated as "neighborhood" (green).
3. 2050 West/Geneva Road should be a citywide corridor (blue).
4. 1600 West should be a neighborhood corridor (green).
5. 1100 West should be a neighborhood corridor (green).
6. 1150 South should be a citywide corridor (blue) that extends to the regional park.

BACKGROUND: The Transportation Master Plan (TMP) is an appendix to the General Plan and provides guidance on future transportation needs within the City. The TMP provides information on current and future transportation conditions to be taken into consideration when reviewing future development projects and capital improvements.

The Public Works Department has contracted with Parametrix to revise and update the TMP, which was adopted in 2011, to reflect existing and future conditions.

FISCAL IMPACT: TBD

PRESENTER'S NAME: Robert Mills: (801) 852-6407, rmills@provo.org

REQUESTED DURATION OF PRESENTATION: 5 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLGPA20200038

provo
COMMUNITY AND
NEIGHBORHOOD SERVICES

Planning Commission Hearing
Staff Report
Hearing Date: February 26, 2020

***ITEM #3** The Public Works Department requests a General Plan Amendment for adoption of the 2020 Transportation Master Plan. Citywide application. Robert Mills (801) 852-6407 rmills@provo.org PLGPA20200038

Applicant: Provo City Public Works Department

Staff Coordinator: Robert Mills

***Council Action Required**: Yes

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is March 11, 2020 at 6:00 PM.*

2. **Deny** the requested Project Plan. *This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.*

Relevant History: The Public Works Department has contracted with Parametrix to revise the current Transportation Master Plan (TMP) for Provo City. The proposed TMP has been reviewed by the Transportation and Mobility Advisory Committee (TMAC). TMAC has made a recommendation to the City Council which is included in this report.

The TMP is an important guiding document for the future transportation needs of the City and is an appendix to the General Plan.

Neighborhood Issues: Parametrix and the Public Works Department have held two previous open houses and the final one will be held on February 20, 2020, which will be prior to the Planning Commission hearing, but after this report is sent to the Planning Commission members.

Staff Recommendation: The Public Works Department is requesting the Planning Commission forward a positive recommendation of the requested General Plan Map Amendment to the Municipal Council.

OVERVIEW

The Transportation Master Plan (TMP) is an appendix to the General Plan and provides guidance on future transportation needs within the City. The Public Works Department has contracted with Parametrix to revise and update the TMP to reflect existing and future conditions. The proposed plan is divided into seven (7) chapters and includes the following chapters.

- Chapter 1 reviews the goals, objectives, and policy statements of the previous TMP and the General Plan, and provides background information on transportation methods.
- Chapter 2 reviews the existing and modeled roadway network conditions with an assessment of levels of service given current and future inputs.
- Chapter 3 reviews safety information derived from crash statistics for vehicles, bicycles, and pedestrians.
- Chapter 4 reviews the roadway network for the City, roadway classifications, cross-sections, and bicycle facilities.
- Chapter 5 incorporates active transportation, which is a new element unique to this TMP update.
- Chapter 6 outlines the Capital Facilities Plan and lists proposed projects in two (2) phases.
- Chapter 7 highlights emerging technologies that should be addressed and planned for with future development.

FINDINGS OF FACT

1. The TMP is an appendix of the General Plan and is mandated to be included in the General Plan by state law.
2. The TMP provides information on current and future transportation conditions to be taken into consideration when reviewing future development projects and capital improvements.
3. The existing TMP was adopted in 2011.
4. TMAC has given a recommendation of approval of the proposed TMP with additional considerations noted in the attached TMAC Meeting Notes from February 11, 2020.

Analysis

Section 14.02.020(1) of the Provo City Code states the following regarding amendments to the Planning and Zoning Title and to the General Plan:

> *"Amendments shall not be made . . . except to promote more fully the objectives and purposes of this Title and the Provo City General Plan or to correct manifest errors."*

Additionally, guidelines for consideration of an amendment are set forth in Section 14.02.020(2) of the Code and are listed below. Staff analysis is provided after the individual guidelines in **bold**.

(a) Public purpose for the amendment in question.
The amendment is an update to the TMP to help guide future transportation needs for the City.

(b) Confirmation that the public purpose is best served by the amendment in question.
The public purpose is served because the current TMP has not been updated since 2011. Current and future transportation needs have likely changed because of new development and population changes.

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

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated.
No conflicts.

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

(f) Adverse impacts on adjacent land owners.
No adverse impacts are anticipated.

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

(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 such conflict is anticipated.

RECOMMENDATION

The Public Works Department is requesting the Planning Commission forward a positive recommendation of the requested General Plan Map Amendment to the Municipal Council.

ATTACHMENTS

1. 2020 Transportation Master Plan (provided electronically)
2. February 11, 2020 TMAC Meeting Notes

Attachment 1 – 2020 Transportation Master Plan (Provided Electronically)

Attachment 2 – February 11, 2020 TMAC Meeting Notes

TMAC Notes

February 12, 2020, 12:30pm

Provo City Community and Neighborhood Services Conference Room

In Attendance:

- TMAC Members: Joy McMurray, Mitsuru Saito, Clancy Black, James Hamula
- Staff: Austin Taylor, Shane Winters, David Graves, David Day, Robert Mills
- Others: David Shipley(Municipal Council Rep) Rob Slater (representing BikeWalk Provo)

Item One

- Joy moved to select Clancy Black as chair of TMAC; Jim seconded; unanimous
- Mitsuru moved to select Joy as vice chair of TMAC; Jim seconded; unanimous

Item Two

- Austin talked about sections in city code that address the Center Street Pedestrian Mall. Section 9.30 has the bulk of the policies.
- David Graves said that there is not an alternative street suggested for drivers to take in that section of code.
- Public Works engineers conducted a count of cars driving on the Center Street Pedestrian Mall, They found an average of 23,000 cars per day. This count was taken during reconstruction of 500 W while the closest east/west crossings of 500 W were at 800 North and 300 South.
- James likes sending a general policy recommendation to City Council but also thinks that they should send something more tangible. He thinks TMAC should develop a plan that would move toward implementation.
- Joy thinks that Center Street's classification as a pedestrian mall limits east/west mobility by car.
- James thinks that they should make a recommendation for city council to order staff to study the street more to determine what to do with it.
- James suggests that the city should make small changes now to reduce automobile speed and volume and work on long-term solutions to implement Center Street Pedestrian Mall policies.
- TMAC members worked through a recommendation
- Clancy moved to send the recommendation to city council; Mitsuru seconded; unanimous.

Item Three

- Shane Winters said that Public Works has brought the Transportation Master Plan to TMAC nine times for discussion and hopes to pass it through Planning Commission and City Council soon.
- Clancy said that he has concerns that still have not been addressed.

- Shane told Clancy to send those concerns to the Planning Commission in preparation for their review.

Item Four

- Parametrix held an open house about railroad crossings for Public Works.
- Shane said the event had good attendance and presented only data—no proposals for overpasses
- Parametrix is looking at the public comment from that meeting

Item Five

- Postponed for a future meeting

Attachment: Motions made by TMAC members during the meeting which will be forwarded on to the Municipal Council.

Next meeting: Tuesday, March 10, 2020, 12:30pm, Provo City Community and Neighborhood Services Conference Room

Transportation Master Plan

The Transportation and Mobility Advisory Committee forwards a positive recommendation of the draft Transportation Master Plan. We specifically call attention to the following two items:

2200/2230 North Project

Due to the potential impact to city-wide mobility and the local neighborhood significant discussion was had regarding a proposed project on 2200/2230 North. The following key points summarize our findings:

1. This is a critical corridor for east-west mobility
2. A widening project would likely have significant impact to the existing neighborhood
3. The 2040 no-build model does not show deterioration in level of service from existing conditions.
4. Existing observed concerns relate to vehicle speed, side-street congestion (vehicles turning onto 2200/2230 North) and safety of motorists and vulnerable users.
5. University Parkway is a viable, though less convenient, alternative route.

Based on these findings TMAC determined that a project is needed but a widening project does not appear to be the ideal solution. The Transportation Master Plan was therefore updated to show the project as "Safety and Capacity Improvements". Further study will be required to determine the actual scope of improvements. We believe this is the best path forward that addresses mobility for all users in a context-sensitive way.

800/820 North

After review of the data we determined the Phase I improvements to 800 North between 500 West and University Avenue are important to mobility within the City. Phase 2 improvements to 800/820 North west of 500 West warrants further evaluation. This project is in Phase II of the plan providing time for additional study.

Center Street

Center Street warrants further consideration. TMAC has provided a separate recommendation regarding these issues.

Active Transportation

The Transportation Master Plan provides significant guidance regarding the active transportation network, recommended amenities, and proposed projects. Including this as part of the Transportation Master Plan, rather than a separate document, is an important step toward appropriately prioritizing all travel modes. The plan includes dozens of proposed improvements but there are still no reliable funding sources for these improvements. After the plan is adopted we urge the Council to prioritize identification of existing and new funding to address these needs.

Center Street

The Transportation and Mobility Advisory Committee recommends that Provo Municipal Council place renewed emphasis on policies related to downtown Center Street as a pedestrian mall. Chapter 9.30 of the Provo City Code defines the city's current and future vision for Center Street. These policies are supported by the downtown neighborhood and business community. As such, we recommend the City more aggressively pursue changes in support of these policies. We recommend the following actions:

1. Emphasize that Center Street is a destination, not a thoroughfare
2. Implement traffic calming measures to slow vehicles down as they enter and travel through the downtown Center Street area.
3. Operational changes to incentivize use of alternative routes for east-west mobility.
4. Engage in further exploration regarding the following:
    a. Overall east-west mobility in Provo, including but not limited to, the impact of future changes to 500 North and potentially a new I-15 interchange.
    b. The future design of Center Street in terms of the pedestrian environment and traffic operations.

We would like to continue this discussion and have staff update TMAC with progress and ways that the TMAC can support these efforts.

ORDINANCE 2020-.

AN ORDINANCE AMENDING THE PROVO CITY GENERAL PLAN RELATING TO THE TRANSPORTATION MASTER PLAN. CITYWIDE APPLICATION. (PLGPA20200038)

WHEREAS, it is proposed that the Provo City General Plan be amended to adopt the 2020 Transportation Master Plan; and

WHEREAS, on February 26, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed amendment, and after such meeting, the Planning Commission recommended approval to the Municipal Council by a vote of 4:1; and

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; 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 should be amended as described herein and (ii) the proposed amendment 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:

The Provo City General Plan is amended with the adoption of the 2020 Transportation Master Plan, which has been provided to the Municipal Council, is available to the public at Council offices, and at the time of the passage of this ordinance could be viewed in its entirety online at: https://www.provo.org/home/showdocument?id=18048.

PART III:

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

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

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

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

END OF ORDINANCE.

Provo City Planning Commission

Report of Action

February 26, 2020

PLGPA20200038 The Public Works Department requests a General Plan Amendment for adoption of the 2020 Transportation Master Plan. Citywide application. Robert Mills (801) 852-6407 rmills@provo.org PLGPA20200038

The following action was taken by the Planning Commission on the above described item at its regular meeting of February 26, 2020:

RECOMMEND APPROVAL

On a vote of4:1, the Planning Commission recommended that the Municipal Council approve the above noted application with the following modifications to the Transportation Master Plan Active Transportation

1. 600 South should be a citywide corridor (blue) instead of a neighborhood corridor.
2. 2500 West corridor should be designated as "neighborhood" (green).
3. 2050 West/Geneva Road should be a citywide corridor (blue).
4. 1600 West should be a neighborhood corridor (green).
5. 1100 West should be a neighborhood corridor (green).
6. 1150 South should be a citywide corridor (blue) that extends to the regional park.

Motion By: Andrew Howard
Second By: Robert Knudsen
Votes in Favor of Motion: Andrew Howard, Robert Knudsen, Maria Winden, and Lisa Jensen
Votes Opposed to Motion: Laurie Urquiaga
Maria Winden was present as Acting Chair.

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

STAFF PRESENTATION TO THE PLANNING COMMISSION

Staff provided details of the proposed Master Plan and the proposed projects within the plan. Staff detailed the addition of a new "Active Transportation" section of the plan and answered questions. Clancy Black, Transportation and Mobility Advisory Committee Chair also addressed the Planning Commission and provided recommendations for expanded areas of the active transportation network. Those suggestions were incorporated as part of the approved motion (also attached to this report).

NEIGHBORHOOD MEETING DATE

- Three Public Open Houses have been held regarding the proposed Transportation Master Plan.

NEIGHBORHOOD AND PUBLIC COMMENT

- Multiple Neighborhood Chair(s) were present or addressed the Planning Commission.
  - Becky Bogdin, Lakewood Neighborhood Chair, spoke generally in favor of the plan but also added that 1150 South should be extended as a citywide corridor for active transportation from 1600 West to the new regional park.
  - Paul Evans, Pleasant View Neighborhood Chair, provided a copy of concerns primarily focused on 2200/2230 North (attached to this report). He supports the change in specific designation from a 5-lane design to a yet-to-be-determined design to address safety and capacity.

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:

- Other comments from the public primarily focused on the desire to not expand 2200/2230 North.

APPLICANT RESPONSE

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

- The applicant responded favorably to the proposed changes to the active transportation corridors.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Ms. Urquiaga commented that she would prefer to continue the item to have more time for further discussion.
- Other members felt that sufficient discussion had occurred and were comfortable moving the item forward with the proposed recommendation and modifications.

Planning Commission Chair

Director of Community and Neighborhood Services

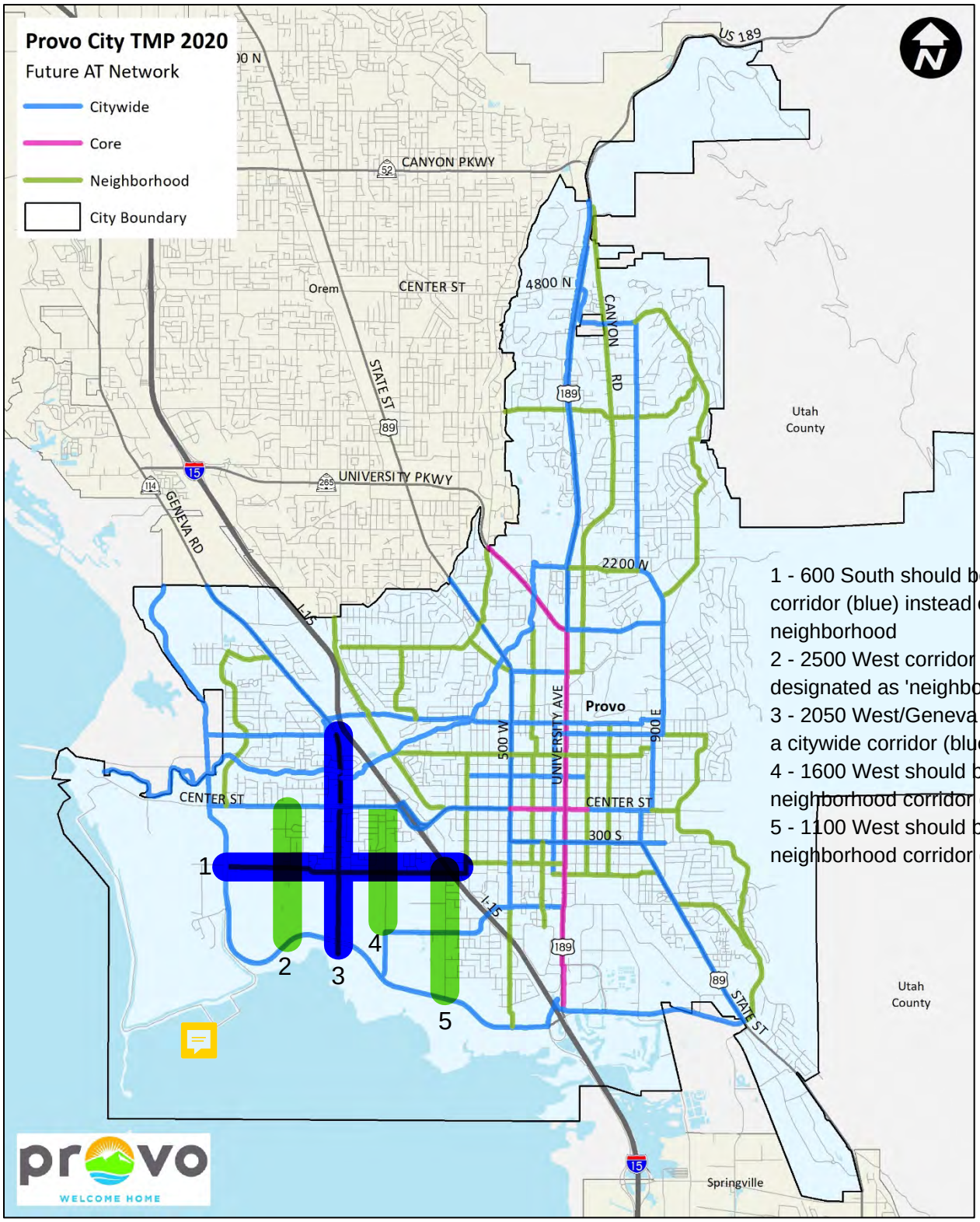
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees, to the Development Services Department, 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

Figure 5.4: Active Transportation Combined Network



The Pleasant View Neighborhood is actively involved in planning for the constantly changing development of Provo City. 2230 North is a street through a one family housing area and a apartment/condominium/medium density area in the Pleasant View neighborhood. We held a neighborhood meeting last night on the proposed language for 2230 North in this 2020 Provo City Transportation Master Plan. After 8 years of meetings with the Mountainland Association of Government, Provo City, and consultants, the neighborhood is supportive of further study to consider safety and capacity. The neighborhood is earnestly opposed to the road being converted to a 5 lane street. The plan for a 5 lane development needs to be removed from the Mountainland Association of Government Transportation Improvement Plan (TIP) and the Mountainland Association of Government TransPlan50 Regional Transportation Plan. The budget of $3.2 million for a 2230 North project is based on a 5 lane road. The budget needs to be changed to "to be determined" or "TBD" until further study to consider safety and capacity.

First of all capacity. Making no changes on 2230 North, the year 2040 model shows no change in capacity needs. In the year 2000 Provo City Transportation Master Plan, the traffic count on 2230 North was over 20,000 vehicles per day. The use of 2230 North has decreased 15% over the past 20 years, not increased. There are some future changes that may impact capacity. First, the Church of Jesus Christ is building a temple in Orem commencing this summer on Geneva Road at the west end of University Parkway. It is thought that some traffic decrease on 2230 North will be seen in two years when patrons from Orem use the Geneva location. Second, BYU will be increasing enrollment by 500 students each year for the next 6 years. This will result in a 10% increase in students from roughly 32,000 to 35,000. We hope that this increased housing need will be met by the high density housing development envisioned for the south side of BYU campus. Third, BYU has announced a plan to build a 170,000 square foot Music Building on the corner of 1100 North and 900 East in the parking lot east of the J. Reuben Clark Law School and south of the Creamery on 9th. The new music building will include a 1000 seat performance hall. Parking for both the Law School and Music Building will be reduced to about 250 stalls losing over half of the current capacity. Furthermore, patrons of the Music Building will not be able to access the building from Cougar Boulevard on the west side but will be funneled to the north and south sides of BYU campus and universally routed onto 900 East. The traffic routing impacts and adjacent parking impacts on residential streets are of great concern and we look forward to continued discussion on solutions before the BYU Music Building Project Plan comes before the Planning Commission. Is this the right time to plan a UVX stop at the BYU Wilkinson Student Center on the round about or alternatively on 900 East as was once envisioned? Transportation Master Plans require master planning with federal, state, municipal, and private entities, and, may take some time but certainly incredible effort.

Second, safety. A traffic warrant study technically justifies a traffic light at the intersection of 2300 North and 2230 North. The same traffic conditions exist for the intersection of North Temple Drive and 900 East. I am not so certain about the warrant for the traffic light on University Parkway south of the Church of Jesus Christ Missionary Training Center at the east side of the intersection of the Marriott Center parking lot. Pedestrians, particularly school children, require safe passage across 2230 North in the vicinity of the intersection with 2300 North. A traffic light at that intersection would certainly increase safe passage for pedestrians. The neighborhood looks forward to working with Provo City Public Works on the planning for safety on 2230 North. There are areas that no street parking could be considered, particularly flanking the 2300 North/2230 North intersections and at elevation transition points on the road. The design of the intersection and the long term plans for 2230 North should be explored before Provo City invests in a traffic signal, an action that will preclude open considerations for the long term viability of the neighborhood and 2230 North as a tree lined residential area. We look forward to further discussion. We are willing and ready to work for a strong neighborhood and a strong Provo City. Thank you to Public Works and Parametrix for developing a Transportation Master Plan that will, overall, take us by walking, or bicycles, or scooters, or private vehicles, or autonomous vehicles and public transportation into a strong future.

WELCOME HOME

PLANNING COMMISSION

February 26, 2020

ITEM 3*

The Public Works Dept requests a General Plan Amendment for adoption of the 2020 Transportation Master Plan.

Citywide application

PLGPA20200038

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: NLA
Department: Development Services
Requested Meeting Date: 03-10-2020

SUBJECT: ***CONTINUED*** Comm. & Neighborhood Services Dept. requests ord. amendment to City Code 15.20.090--Parking Lot Landscaping. Request seeks to increase the min. canopy coverage & landscaping arrangement within new parking areas. Citywide application. (PLOTA20190433)

RECOMMENDATION: The Planning Commission has recommended approval/ denial (X:X).

BACKGROUND: City Code 15.20.090 (Parking Lot Landscaping) details parking lot landscaping standards required for new developments. After extensive research, an amendment has been proposed that would more aesthetically pleasing parking lots that emit less heat and use less water, in keeping with Provo City's water conservation efforts. Parking lots are known to contribute to the "heat island effect" in cities, where paved surfaces absorb heat during the day and release it during the night, raising the overall ambient temperature.

The proposed amendment includes the following changes:
- Increasing the number of trees required from 1 per 120 square feet of landscaped area to 1 per 3 parking spaces
- Increasing tree canopy coverage from 25% to 50% (measured at tree maturity)
- Listing 13 approved types of trees for parking areas, as selected by the Provo City Forester
- Allowing for zeriscaped groundcover in landscaped areas and reducing the amount of vegetated surface required from 50% to 25%
- Removing the requirement for curbing around landscaped areas to better allow for storm water infiltration

The amendment would also offer the option for diamond-shaped planters to maximize the number of parking spaces in a lot.

FISCAL IMPACT: None

PRESENTER'S NAME: Austin Taylor: (801) 852-6423, ataylor@provo.org

REQUESTED DURATION OF PRESENTATION: 10 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20190433

provo
COMMUNITY
DEVELOPMENT

Planning Commission
Staff Report
Ordinance Amendment
Hearing Date: February 26, 2020

***Item 1** The Community and Neighborhood Services Department requests an ordinance amendment to Section 15.20.090 of the Provo City Code, relating to Parking Lot Landscaping. The request seeks to increase the minimum canopy coverage and landscaping arrangement within new parking areas. Citywide application. Austin Taylor (801) 852-6423 ataylor@provo.org PLOTA20190433

Applicant: Provo City Community and Neighborhood Services

Staff Coordinator: Austin Taylor

***Council Action Required:** Yes

Related Application(s):

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is March 11 at 6:00 p.m.*
2. **Recommend Denial** of the proposed ordinance amendment. *This would be a change from the Staff recommendation; the Planning Commission should state new findings.*

Relevant History: Section 15.20.090 of the Provo City Code details the existing parking lot landscaping standards required for new development. Staff has done extensive research and desires to update the current standards to improve the appearance and heat absorption rates of parking areas within the City.

Staff Recommendation: Staff recommends the Planning Commission forward a positive recommendation of the proposed amendment to the Municipal Council.

OVERVIEW

Provo City Community and Neighborhood Services requests amendments to Provo City Code Section 15.20.090 to change the design of parking lot landscaping. The amendment would do the following:

1. Provide a clear calculation of the number of trees required for new parking areas. The ration would change from one (1) tree per 120-square feet of landscaped area (six percent (6%) of surface area) to one tree per three (1:3) parking spaces.
2. Increase required tree canopy coverage from 25% to 50% at tree maturity
3. Provide a list of 13 approved parking area trees, selected by the Provo City Forester, that grow well in parking lots in Provo's climate
4. Allow for xeriscaped groundcover in landscaped areas, lowering the amount of vegetated surface required from 50% to 25%.
5. Remove the requirement for concrete curbing around landscaped areas to allow for natural storm water infiltration
6. Gives one more option for parking lot landscaping design—planting diamonds--that maximizes number of parking spaces in a given land area

FINDINGS OF FACT

- Average global temperatures have risen about two (2) degrees Fahrenheit over the last 100 years according to NASA
- The summer of 2019 was the hottest summer on record in the northern hemisphere
- Paved surfaces absorb heat from the sun during the day and radiate it at night, preventing cooler temperatures at night. This is called urban heat island effect.
- Shade trees have a cooling effect of up to 10 degrees Fahrenheit in parts of Provo.

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.

   To increase tree canopy coverage and decrease summer temperatures

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

The public benefits from the cooling effect of a healthy urban tree canopy

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

Goal 4.4.10 in the Provo City General Plan states that we will "Identify and evaluate the urban forest and habitat areas within the city and develop policies and ordinances that would protect plant life, encourage planting, maintain a green belt and preserve habitats for wildlife."

(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 is consistent.

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

This amendment presents no obstructions to attaining General Plan policies.

(f) Adverse impacts on adjacent land owners.

An increased number of trees may shed leaves onto neighboring properties, depending on planting design.

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

The proposed amendment will not affect the zoning of an area because it applies citywide

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

There are no anticipated conflicts.

CONCLUSIONS

This ordinance text amendment will create cooler and more beautiful parking lots in Provo by requiring more trees. It will also allow natural storm water infiltration by eliminating the requirement for concrete curbing and maximize use of space by introducing a new planting diamond landscaping design.

STAFF RECOMMENDATION

Based on the foregoing facts and analysis, staff recommends forwarding a positive recommendation of the proposed ordinance text amendment to the Municipal Council.

Attachments:

1. Ordinance Text Amendment Language.

15.20.090 Parking Lot Landscaping

(1) All parking lots designed for six (6) or more parking spaces shall provide landscaping in accordance with the provisions of this Section. ~~Smaller~~ Pparking lots designed for five or fewer parking spaces shall not be required to provide landscaping other than yard area landscaping and landscaped buffer requirements as specified in other sections of this Chapter.

(2) Parking areas shall be landscaped at a rate of at least forty (40) square feet of landscaping per ~~required~~ off-street parking stall. Landscaping areas located along the perimeter of a parking lot (beyond the curb or edge of pavement of the parking lot, up to a depth of ten (10) feet) may be included toward satisfying this requirement. Deciduous trees shall be planted within said parking area landscaping in a manner such that, at maturity of said trees, at least ~~twenty-five~~fifty percent (~~25~~50%) of the paved surface area of the parking area will be shaded when the sun is directly overhead during the summer solstice.

(3) Landscaped areas shall be improved in conformance with the following requirements:

~~(a) A minimum of six percent (6%) of the interior parking area shall be landscaped and shall be dispersed throughout the parking lot.~~

~~(b) Landscaped islands a minimum five (5) feet in width shall be required at the end of all parking rows.~~

(a~~e~~) Interior landscape design shall meet one (1) of the following options and must be designed to provide 50% tree canopy coverage within 20 years of planting:

(i) Landscaped strip~~s planters~~ perpendicular to the parking spaces a minimum five (5) feet in width shall be required in front of or between rows of parking spaces~~,~~, except when using vegetated drainage swales the minimum width shall be eight (8) feet; or

(ii) Landscaped islands parallel to the parking spaces shall be required ~~at the mid-point of parking rows which exceed ten (10) parking stalls, or every ten (10) stalls if parking rows exceed twenty (20) stalls.~~

(iii) Landscaped diamonds, a minimum of five (5) feet by five (5) feet, shall be required at the intersection where the corner of four parking spaces meet when neither landscaped strips nor islands are feasible

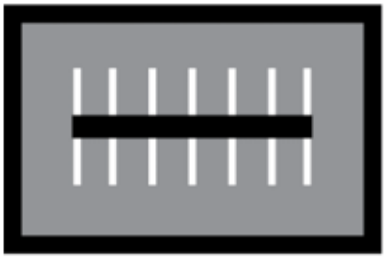


Figure 1 - Landscaped Strips

Figure 2 - Landscaped Islands

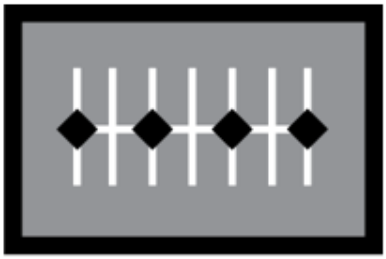


Figure 3 - Landscaped Diamonds

(bd) Two (2) feet of a parking space may have a clear overhang into the landscaped area and count toward the required length of the parking space.

(c) Landscaped areas shall be sloped concavely to allow stormwater infiltration.

(4) The plants used to improve the landscape areas defined above shall conform to the following:

(a) Primary plant materials used in the interior parking lots landscaping shall be deciduous shade trees species in conformance with applicable provisions of Section 15.20.060, Provo City Code. Ornamental trees, shrubbery, hedges, and other plants may be used to supplement the shade tree plantings in perimeter planting areas, but shall not be the only plants used in such landscaping.

(i) Only the following shade tree species shall be planted in parking lot landscaping: Streetkeeper Honeylocust, Shademaster Honeylocust, English Hawthorne, Golden Raintree, Flowering Chokecherry, Green Vase Zelkova, Musashino Zelkova, Lacebark Elm, Littleleaf Linden, Common Hackberry, European Beech, Tricolor Beech, Silver Linden, or other tree approved by the City Forester;

(b) One (1) shade tree shall be provided for every one hundred twenty (120) square feet of interior parking lot landscaping area three (3) parking spaces.

(c) A minimum of fifty thirty-five percent (5035%) of every interior parking lot landscaping area shall be planted with ground cover at a density that will achieve complete cover within two (2) years.

(5) Six (6) inch by six (6) inch minimum poured concrete curb controls shall be constructed around all required landscaping within the interior of parking lots for the protection of the landscaping, except as follows:

(a) In CM, M1, and M2 zones, hard surfaced areas used as operational yard areas for trucks, trailers and other incidental vehicles, other than passenger automobiles and light trucks, and which are not parking lots for employees, clients, and customers, shall be exempt from parking lot interior landscaping requirements.

(b) When using vegetated drainage swales, six (6) inch by six (6) inch parking stops may be used to allow storm water to pass into the planter.

Provo City Planning Commission

Report of Action

February 26, 2020

ITEM # 1 The Community and Neighborhood Services Department requests an ordinance amendment to Section 15.20.090 of the Provo City Code, relating to Parking Lot Landscaping. The request seeks to increase the minimum canopy coverage and landscaping arrangement within new parking areas. Citywide application. Austin Taylor (801) 852-6423 ataylor@provo.org PLOTA20190433

The following action was taken by the Planning Commission on the above described item at its regular meeting of February 26, 2020

CONTINUED

On a vote of 5:0, the Planning Commission continued the above noted application to revise the list of approved trees.

Motion by: Andrew Howard
Second by: Laurie Urquiaga
Votes in Favor of Motion: Andrew Howard, Laurie Urquiaga, Lisa Jensen, Maria Winden, Robert Knudsen
Maria Winden was present as acting Chair.

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 include the following.

- Large amounts of paved parking area contribute to increased temperatures within the City.
- Increased tree canopy coverage can help to mitigate the effects of increased parking areas.

CONCERNS RAISED BY PUBLIC

One member of the public commented that the diamond-shaped planters may make it difficult for her to park her large truck in a parking space.

PLANNING COMMISSION DISCUSSION

Members of the planning commission liked the idea of increasing the tree canopy to cool parking lots and surrounding areas. Maria Winden said that shaded parking spots are usually the first to be taken because parking lots get so hot in the summer. Robert Knudsen raised concern about trees being destroyed by cars if curbing is no longer required. Lisa Jensen and Laurie Urquiaga said that they don't like berries, leaves, and tree pollen falling on their cars and some of the approved trees may shed those things. The commission asked that staff revise the list of trees.

Maria Weinda

Planning Commission Chair

Director of Community and Neighborhood Services

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

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

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

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

PLANNING COMMISSION

February 26, 2020

ITEM 1*

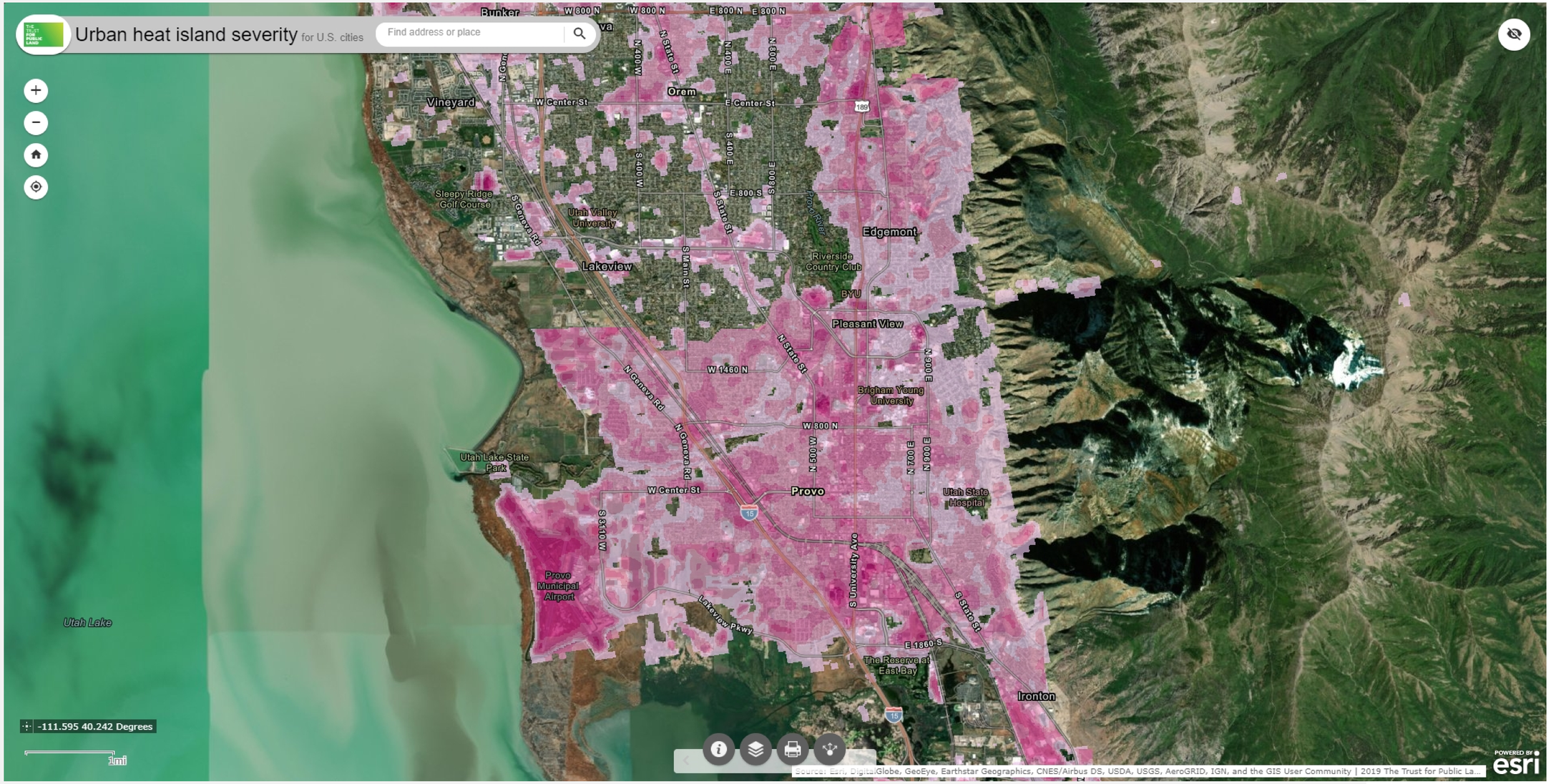
The Provo City Community and Neighborhood Services Department requests an ordinance amendment to Section 15.20.090 of the Provo City Code, relating to Parking Lot Landscaping. The request seeks to increase the minimum canopy coverage and landscaping arrangement within new parking areas.

Citywide application

PLOTA20190433

PARKING LOT LANDSCAPING

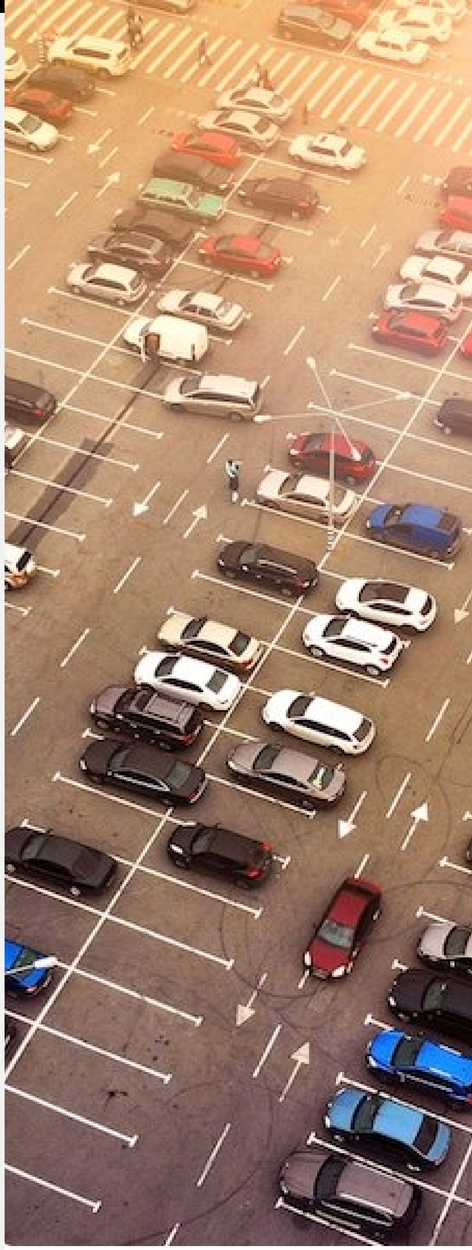
Code: 15.20.090



Urban heat island effect in Provo, UT

CURRENT CODE (15.20.090)

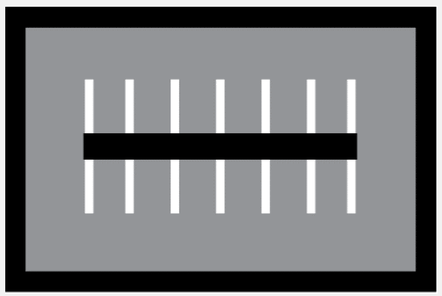
- Applies to lots with six or more spaces
- 40 square feet of landscaping per parking stall
- 25% parking lot coverage by trees at maturity
- 6% interior surface area landscaped
- Two types of landscaping shapes: rows or islands
- One tree for every 120 square feet of parking lot landscaping area
- 50% plant ground cover of landscaped area
- 6” concrete curbing around all landscaping (parking stops may be used instead)

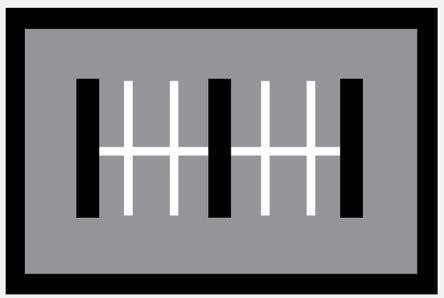


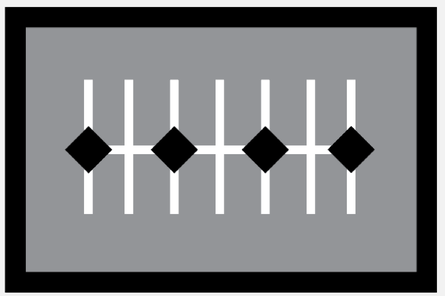
Provo Recreation Center, Provo, Utah

PROPOSED CODE (15.20.090)

- Increases parking lot tree canopy coverage from 25% to 50% within 20 years of planting
- Clarifies one tree per three parking spaces
- Specifies 13 approved tree species from city forester that grow well in parking lots in our climate
- Reduces required plant ground cover from 50% to 25%, allowing for xeriscaping
- Removes curbing requirement to encourage natural drainage
- Specifies that landscaping must be concave for drainage
- Clearly draws out approved landscaping designs, adding landscaped diamonds







Keeneland Racetrack, Lexington, Kentucky

Keeneland Racetrack, Lexington, Kentucky

Fiat factory parking lot, Turin, Italy

15.20.090 Parking Lot Landscaping

(1) All parking lots designed for six (6) or more parking spaces shall provide landscaping in accordance with the provisions of this Section. ~~Smaller P~~parking lots designed for five or fewer parking spaces shall not be required to provide landscaping other than yard area landscaping and landscaped buffer requirements as specified in other sections of this Chapter.

(2) Parking areas shall be landscaped at a rate of at least forty (40) square feet of landscaping per ~~required~~ off-street parking stall. Landscaping areas located along the perimeter of a parking lot (beyond the curb or edge of pavement of the parking lot, up to a depth of ten (10) feet) may be included toward satisfying this requirement. Deciduous trees shall be planted within said parking area landscaping in a manner such that, at maturity of said trees, at least ~~twenty-five~~fifty percent (~~25~~50%) of the paved surface area of the parking area will be shaded when the sun is directly overhead during the summer solstice.

(3) Landscaped areas shall be improved in conformance with the following requirements:

~~(a) A minimum of six percent (6%) of the interior parking area shall be landscaped and shall be dispersed throughout the parking lot.~~

~~(b) Landscaped islands a minimum five (5) feet in width shall be required at the end of all parking rows.~~

(ae) Interior landscape design shall meet one (1) of the following options and must be designed to provide 50% tree canopy coverage within 20 years of planting:

(i) Landscaped strips~~ planters~~ perpendicular to the parking spaces a minimum five (5) feet in width shall be required in front of or between rows of parking spaces~~,~~, except when using vegetated drainage swales the minimum width shall be eight (8) feet; or

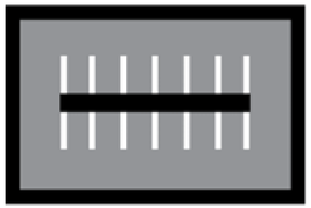


Figure 1 - Landscaped Strips

(ii) Landscaped islands parallel to the parking spaces shall be required ~~at the mid-point of parking rows which exceed ten (10) parking stalls, or every ten (10) stalls if parking rows exceed twenty (20) stalls.~~

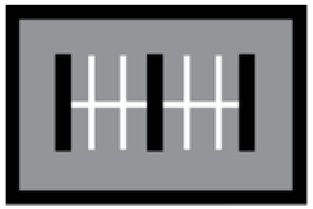


Figure 2 - Landscaped Islands

(iii) Landscaped diamonds, a minimum of five (5) feet by five (5) feet, shall be required at the intersection where the corner of four parking spaces meet when neither landscaped strips nor islands are feasible

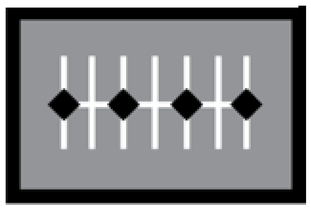


Figure 3 - Landscaped Diamonds

(~~b~~d) Two (2) feet of a parking space may have a clear overhang into the landscaped area and count toward the required length of the parking space.

(c) Landscaped areas shall be sloped concavely to allow stormwater infiltration.

(4) The plants used to improve the landscape areas defined above shall conform to the following:

(a) Primary plant materials used in the interior parking lots landscaping shall be deciduous shade trees ~~species in conformance with applicable provisions of Section 15.20.060, Provo City Code.~~ Ornamental trees, shrubbery, hedges, and other plants may be used to supplement the shade tree plantings in perimeter planting areas, but shall not be the only plants used in such landscaping.

(i) Only the following shade tree species shall be planted in parking lot landscaping: Streetkeeper Honeylocust, Shademaster Honeylocust, English Hawthorne, Golden Raintree, Flowering Chokecherry, Green Vase Zelkova, Musashino Zelkova, Lacebark Elm, Littleleaf Linden, Common Hackberry, European Beech, Tricolor Beech, Silver Linden, or other tree approved by the City Forester;

(b) One (1) shade tree shall be provided for every ~~one hundred twenty (120) square feet of interior parking lot landscaping area~~ three (3) parking spaces.

(c) A minimum of ~~fifty~~ thirty-five percent (~~50~~35%) of every interior parking lot landscaping area shall be planted with ground cover at a density that will achieve complete cover within two (2) years.

~~(5) Six (6) inch by six (6) inch minimum poured concrete curb controls shall be constructed around all required landscaping within the interior of parking lots for the protection of the landscaping, except as follows:~~

~~(a) In CM, M1, and M2 zones, hard surfaced areas used as operational yard areas for trucks, trailers and other incidental vehicles, other than passenger automobiles and light trucks, and which are not parking lots for employees, clients, and customers, shall be exempt from parking lot interior landscaping requirements.~~

~~(b) When using vegetated drainage swales, six (6) inch by six (6) inch parking stops may be used to allow storm water to pass into the planter.~~

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: NLA
Department: Development Services
Requested Meeting Date: 03-10-2020

SUBJECT: ***CONTINUED*** The Community and Neighborhood Services Department requests various Code Amendments to Titles 14 and 15 to allow for driveway and parking lot surfaces that are more permeable. Citywide application. (PLOTA20190411)

RECOMMENDATION: The Planning Commission has recommended approval/ denial (X:X).

BACKGROUND: Provo City Code 6 (Business Licenses and Regulations), 14 (Zoning), and 15 (Development Landscaping Requirements) detail parking surface material standards required for new developments. However, concrete and asphant do not allow storm water to penetrate the surface and be absorbed into the ground.

The proposed amendment would allow parking lots and driveways to be built out of brick pavers, permeable pavements, grasscrete, and stabilized gravel to allow natural storm water infiltration. This storm water infiltration should naturally help recharge aquifers and help the sinking water table. Expanding the list of permitted parking surface option will also add less expensive material choices for builders.

Gravel from driveways could get tracked into the street by cars. The proposed amendment requires a large diameter of rock and certaim methods of stabilizing gravel to mitigate this concern.

FISCAL IMPACT: None

PRESENTER'S NAME: Austin Taylor: (801) 852-642, ataylor@provo.org

REQUESTED DURATION OF PRESENTATION: 10 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20190411

ORDINANCE 2020-.

AN ORDINANCE AMENDING ~~VARIOUS~~ PROVO CITY CODE ~~TITLES 14 AND 15,~~ TO ALLOW FOR PERMEABLE DRIVEWAYS AND PARKING LOT SURFACES. (PLOTA20190411)

WHEREAS, it is proposed that Provo City Code Titles~~Sections~~ 14 and 15 be amended to allow for permeable driveways and parking lot surfaces to allow for natural storm water infiltration; and

WHEREAS, on February 26, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed amendment, and after such meeting, the Planning Commission recommended approval to the Municipal Council by a vote of 5:0; and

WHEREAS, on March 10, 2020, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; 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 should be amended as described herein and (ii) the proposed amendment 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 Titles~~Section~~ 14 and 15 are~~is~~ hereby amended as set forth in Exhibit A.

PART III:

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

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

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

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

END OF ORDINANCE.

Exbibit A

14.08.130
Parking, Loading, and Access

(1) Each lot or parcel in the A1 zone shall have on the same lot or parcel (2) parking spaces for each dwelling unit.

(2) Said spaces shall be improved with asphalt~~ic cement or concrete~~, concrete, permeable pavement, pavers, stabilized gravel, ~~G~~grasscrete, or similar material approved by the Development Services Department, ~~or concrete~~ and shall be provided with dust-free and mud-free access from a public street or road.

(a) If using gravel ~~o~~, stones must be at least ¾" in diameter and secured in place with a paver grid, sealant, or similar to prevent tracking and outflow.

(b) All parking and driveway surfaces must be able to support a vehicle of at least ~~80,000~~ 75,000 pounds.

(c) ~~All accessible parking spaces~~ All accessible parking spaces and walkways must provide firm slip-resistant surfaces and comply with ADA requirements.

(3) In all other cases, parking shall comply with the provisions of Chapter 14.37 Provo City Code

This change will occur also on the following sections of city code:

Commented [BJ1]: There's a word missing here. Similar what? "similar material?" Similar to what? To the grid or the sealant or both?

Commented [BJ2]: This doesn't work. The formatting of all the sections on this list is not the same. They're going to have to be all set forth individually.

See email to Austin for further comment.

6.26.110
14.08.130
14.09.130
14.10.130
14.11.130
14.12.120
14.12A.130
14.13.130
14.15.150
14.16.130
14.17.130
14.17B.130
14.17C.130
14.18.130
14.19.130
14.20.130
14.20A.080
14.20B.080
14.21C.035
14.22.130
14.24.130
14.25.130
14.26.130
14.27.130
14.27A.130
14.28.130
14.29.130
14.32.025
14.35.040
14.37.090
14.47.140
14.49A.150
14.49B.130
14.49C.130
14.49E.090
14.50(12).120
14.50(18).160
14.50(19).190
14.50(20).160
14.50(24).190
14.50(34).120

~~Exbibit A~~

(4) *Permitted Accessory Uses.* Accessory uses and structures are permitted in the SC1 zone, provided they are incidental to, and do not substantially alter, the character of the permitted use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

(a) Accessory buildings such as garages, carports, equipment storage buildings, and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the SC1 zone; and

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

(5) *Conditional Uses.* The following uses and structures are permitted in the SC1 zone only after a conditional use permit has been issued, and subject to the terms and conditions thereof.

Use No.	Use Classification
4700	Communications (subject to the standards of Section 14.34.420, Provo City Code)
4814	Electricity regulating substations
4818	Small generation
4823	Natural or manufactured gas storage; distribution points

Use No.	Use Classification
4829	Other gas utilities, NEC
4834	Water storage as part of a utility system (covered including water storage stand pipes)
4872	Debris basin (a dam and basin for intercepting debris)
4874	Spreading grounds (area for percolating water into underground)
5230	Paint, glass and wall paper
5251	Hardware
5256	Swimming pool supplies
5310	Shopping centers (if center is more than five (5) acres but less than ten (10) acres)
5330	Variety stores, limited price (not department stores)
5410	Grocery stores (if center is more than five (5) acres but less than ten (10) acres)
5420	Meats and fish
5430	Fruits and vegetables
5440	Candy, nut and confectionery

Use No.	Use Classification
5450	Dairy products
5490	Retail trade item food (except 5493 and 5497)
5520	Automobile accessories (no tire recapping or installation)
5530	Gasoline services (gasoline pumps only)
5660	Shoes
5693	Cosmetics
5718	Picture frames, mirrors, etc.
5721	Vacuum cleaners, parts and supplies
5724	Sewing machines and parts
5730	Radios, television and sound systems
5810	Restaurants (with drive-through service)
5950	Sporting goods, bicycles, and toys
5960	Garden supplies (fully enclosed only; no farm supplies)
59	Jewelry

Use No.	Use Classification
70	
5980	Fuel and ice (ice dispensing machine only)
5992	Cigars and cigarettes
5994	Cameras and photographic supplies
5995	Gifts, novelties, etc.
5996	Optical goods
5997	Paper products
5999	Miscellaneous retail trade
6100	Finance, insurance and real estate services
6110	Banks
6220	Photographic services
6254	Shoe repair, hat cleaning
6255	Shoe shine stands
6290	Miscellaneous personal services

Use No.	Use Classification
6416-7	Auto washing, polishing (automatic and self-service) subject to the standards of Section 14.34.380, Provo City Code
6422	Radio and TV repair
6425	Electrical appliance repair (light)
6493	Watch, clock, jewelry repair, engraving
6496	Locksmiths and key shops
6497	Gunsmiths
6499	Miscellaneous repair services
6511	Physicians' offices and services
6512	Dental offices and services
6520	Legal services
6530	Engineering, architectural, and planning services
6590	Miscellaneous professional services
6710	Executive, legislative, and judicial government functions

Use No.	Use Classification
6720	Protective services
6722	Police protection and related activities, branch (office only)
6815	Day care centers
6835	Dancing schools
8221	Veterinarian services, subject to the following conditions: (a) experimental or scientific research activities are prohibited, (b) no on-site disposal of dead animals, (c) each facility shall be located completely within an air-conditioned and soundproofed building, (d) animal noise shall not be audible at the nearest property line, (e) overnight boarding shall be limited to animals receiving treatment on the premises, (f) services shall be limited to small animals only, and (g) no services shall be permitted for poisonous or dangerous animals

(6) *Maximum Office Usage.* The total gross floor area for office uses (land uses 6100-6199 and 6500-6599 in the Standard Land Use Code) permitted in any SC1 zone shall not exceed fifty percent (50%) of the total floor area in any project plan submitted for Planning Commission approval in accordance with Section 14.18.140, Provo City Code.

(Am 1986-10, Am 1986-50, Am 1988-52, Am 1989-56, Am 1993-09, Am 1993-10, Am 1996-23, Am 1997-49, Am 1999-29, Am 1999-63, Am 2003-31, Am 2013-37, Am 2015-35)

Exhibit B

14.19.020

Permitted Uses.

(1) Those uses or categories of uses as listed herein, and no others, are permitted in the SC2 zone.

(2) All uses contained herein are listed by number as designated in the Standard Land Use Code published and maintained by the Planning Commission. Specific uses are identified by a four-digit number in which all digits are whole numbers. Classes or groupings of such uses permitted in the zone are identified by a four-digit number in which the last one (1) or two (2) digits are zeros.

(3) All such classes listed herein and all specific uses contained within them in the Standard Land Use Code will be permitted in the SC2 zone, subject to the limitations set forth herein.

(4) *Permitted Principal Uses.* The following principal uses and structures, and no others, are permitted in the SC2 zone:

Use No.	Use Classification
4700	Communications
4800	Utilities
4811	Electric transmission right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4821	Gas pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)

Use No.	Use Classification
4824	Gas pressure control stations
4831	Water pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4835	Irrigation distribution channels
4836	Water pressure control stations and pumping plants
4841	Sewage pipeline right-of-way (Identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4844	Sewage pumping stations
4864	Combination utilities right-of-way (Identifies areas where surface is devoted exclusively to right-of-way activity)
4873	Storm drain or right-of-way (Predominantly covered pipes or boxes)
4920	Transportation services and arrangements
4923	Travel Agencies
5200	Building
5230	Paint, glass, and wallpaper

Use No.	Use Classification
5240	Electrical supplies
5251	Hardware
5256	Swimming pool supplies
5300	General Merchandise
5311	Junior department stores
5312	Discount department stores
5320	Mail and Phone order houses
5330	Variety stores
5390	Retail trade - general merchandise
5400	Food stores (groceries, meats and fish, fruits and vegetables, candy, nuts, dairy products, bakeries, etc.)
5490	Miscellaneous retail food establishments
5520	Automobiles accessories (except tire recapping and vulcanizing)
5530	Gasoline service stations

Use No.	Use Classification
5600	Apparel and accessories
5700	Furniture, home furnishings, and equipment (no combined warehousing)
5810	Eating places (restaurants)
5900	Miscellaneous retail trade
5910	Drug and proprietary stores
5940	Books, stationary, art, and hobby supplies
5950	Sporting goods, bicycles and toys
5969	Garden supplies (entirely within a building only)
5970	Jewelry
5984	Ice dealer (automated machines or pick-up stations only
5990	Miscellaneous retail stores (includes florists, cigars, newspapers and magazines, photo supplies, pet stores, and other similar retail stores)
6100	Banks, insurance, and real estate (offices only)
6200	Personal services - including laundry, photography, beauty and barber services, clothing repair, etc. (except

Use No.	Use Classification
	6240 and 6299 wedding chapels and reception centers only 6294)
6297	Athletic clubs, body building studios, spas, aerobic centers, (no gymnasiums)
6330	Duplicating, mailing, stenographic and office services
6340	Dwelling and building services (not dwelling units)
6360	Employment services
6381	Auction houses
6397	Vehicle rental, with the following limitations:
	a. That the vehicle rental be limited to passenger cars only
	b. That the storage of vehicles on site not exceed the parking allocated for the leasable floor space of the business.
	c. That there be no on-site servicing of the vehicle fleet, including mechanical wash facilities.
6416	Auto washing, polishing, detailing
6417	Auto washing, self-service
6420	Electrical appliance repair

Use No.	Use Classification
6493	Watch, clock, jewelry repairs, etc.
6497	Gunsmith
6511	Physicians' offices and services
6512	Dental offices and services
6520	Legal services
6530	Engineer, architectural and planning services
6590	Miscellaneous professional services
6710	Executive, legislative and judicial functions
6720	Protective functions and related activities
6730	Postal services
6815	Day Care Centers
6830	Special Training and Schooling
7110	Cultural activities
71	Libraries

Use No.	Use Classification
11	
7212	Motion picture theaters
7390	Amusements
7398	Video Rental Shops
7414	Ice skating
7415	Roller skating and skate boarding
7417	Bowling alleys
8221	Veterinarian services

(5) *Permitted Accessory Uses.* Accessory uses and structures are permitted in the SC2 zone provided they are incidental to, and do not substantially alter, the character of the permitted principal use or structure. Such permitted uses and structures include, but are not limited to, the following:

(a) Accessory building such as garages, carports, equipment storage buildings and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the SC2 zone; and

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

(6) *Conditional Uses.* The following uses and structures are permitted in the SC2 zone only after a Conditional Use Permit has been issued, and subject to the terms and conditions thereof.

Use No.	Use Classification
15 12	Motels and motor hotels
48 14	Electricity regulating substations
48 18	Small generation
48 23	Natural or manufactured gas storage; distribution points
48 29	Other gas utilities, NEC
48 34	Water storage as part of a utility system (covered including water storage standpipes)
48 72	Debris basin (A dam and basin for intercepting debris)
48 74	Spreading grounds (Area for percolating water into underground)
55 30	Gasoline service stations
62 99	Personal services (wedding chapels and reception centers only)
63 40	Dwelling and building services (not dwelling units)
63 81	Auction houses
63	Vehicle rental, with the following

Use No.	Use Classification
97	limitations: a. That the vehicle rental be limited to passenger cars only b. That the storage of vehicles on site not exceed the parking allocated for the leasable floor space of the business. c. That there be no on-site servicing of the vehicle fleet, including mechanical wash facilities.
6416	Auto washing, polishing, detailing
6417	Auto washing, self-service
6420	Electrical appliance repair
6494	Furniture repair
6498	Saw, knife, and tool sharping
6499	Miscellaneous small item repair
6722	Police protection and related activities, branch (Office only)
7212	Motion picture theaters
7391	Coin-operated amusement or video centers
73	Miniature golf

Use No.	Use Classification
9296	
7396	Dance halls - ballrooms (subject to the standards of Section 14.34.370, Provo City Code)
7397	Billiard and pool halls
7414	Ice skating (subject to the standards of Section 14.34.370, Provo City Code)
7415	Roller skating and Skate Boarding (subject to the standards of Section 14.34.370, Provo City Code)
7417	Bowling alleys

(Am 1986-10, Am 1986-50, Am 1989-23, Am 1989-56, Am 1993-09, Am 1995-02, Am 1995-08, Am 1995-20, Am 1996-12, Am 1996-23, Am 1997-13, Am 1997-50, Am 1999-29, Am 2001-46)

Exhibit C

14.20.020

Permitted Uses.

(1) Those uses or categories of uses as listed herein, and no others, are permitted in the SC3 zone.

(2) All uses contained herein are listed by number as designated in the Standard Land Use Code published and maintained by the Planning Commission. Specific uses are identified by a four-digit number in which all digits are whole numbers. Classes or groupings of such uses permitted in the zone are identified by a four-digit number in which the last one (1) or two (2) digits are zeros.

(3) All such categories listed herein and all specific uses contained within them in the Standard Land Use Code will be permitted in the SC3 zone, subject to the limitations set forth herein.

(4) *Permitted Principal Uses.* The following principal uses and structures, and no others, are permitted in the SC3 zone.

Use No.	Use Classification
1113	One-family dwelling, attached to commercial (subject to Section 14.20.160, Provo City Code)
1130-50	Multi-family and apartment dwelling (subject to Section 14.20.160, Provo City Code)
1511	Hotels
1512	Motels and automobile travel courts
1513	Tourist courts

Use No.	Use Classification
4920	Transportation Services and Arrangements
4923	Travel agencies
5230	Paint, glass and wallpaper
5240	Electrical supplies
5251	Hardware
5255	Building maintenance
5256	Swimming pool supplies
5311	Department stores (includes major and junior chain department stores)
5312	Discount department stores
5320	Mail and phone order houses
5330	Variety stores
5340	Merchandise vending machine operators
5390	Retail trade - general merchandise
5400	Food stores (groceries, meats and fish, fruits and vegetables, candy, nuts, dairy, bakeries, etc.)

Use No.	Use Classification
5490	Miscellaneous retail food establishment
5511	Motor vehicles, automobiles - new car sales and used car sales which will be permitted only as an accessory use to new car sales
5515	Motor vehicles, trucks and buses - new vehicle sales and used vehicles sales permitted only as an accessory use to new truck and bus sales
5520	Automobile accessories (except tire recapping and vulcanizing)
5530	Gasoline service stations
5590	Automotive, marine crafts, aircrafts, and accessories (except mobile and manufactured homes)
5600	Apparel and accessories
5700	Furniture, home furnishings, and equipment (no combined warehousing)
5810	Eating places (restaurants)
5910	Drug and proprietary stores
5920	Liquor, package Books, stationery, art and hobby supplies
5931	Antiques (no outside display)
5940	Books, stationery, art and hobby supplies

Use No.	Use Classification
5950	Sporting goods, bicycles, and toys
5969	Garden supplies (entirely within a building only)
5970	Jewelry
5980	Fuel and ice
5984	Ice dealers (automated machines or pick-up stations only)
5990	Miscellaneous retail stores (includes florists, cigars, newspapers and magazines, photo supplies, pet stores, and other similar retail stores)
6100	Banks, insurance and real estate (office only)
6200	Personal services - including laundry, photography, beauty and barber services, clothing repair, etc. (except 6240 and 6294 6299 wedding chapels and recreation centers only)
6297	Athletic clubs, body building studios, spas, aerobic centers, (no gymnasiums)
6330	Duplicating, mailing, stenographic and office services
6340	Dwelling and building services (not dwelling units)
6360	Employment services

Use No.	Use Classification
6391	Auction houses
6394	Equipment rental (indoor only)
6397	Vehicle rental (passenger auto-mobiles only)
6399	Miscellaneous business services
6416	Auto washing and polishing
6417	Auto washing, self service
6420	Electrical appliance repair
6494	Furniture repair
6497	Gunsmiths
6498	Saw, knife, and tool sharpening
6499	Miscellaneous small item repair
6512	Dental offices and services
6520	Legal services
6530	Engineering, architectural, and planning services

Use No.	Use Classification
6550	Data processing services
6590	Professional services
6710	Executive, legislative, and judicial functions
6720	Protective functions and related activities
6730	Postal services
6815	Day care center
6833	Beauty schools
6835	Dance studios and schools
7100	Cultural activities and nature exhibition
7111	Libraries
7112	Museums
7212	Motion picture theaters (indoor – subject to the standards contained in the subsections to Section 14.34.370(3), Provo City Code)
7390	Amusements
739	Video rental shops

Use No.	Use Classification
8	
7414	Ice skating (subject to the standards of Section 14.34.370, Provo City Code)
7415	Roller skating and skate boarding (subject to the standards of Section 14.34.370, Provo City Code)
7417	Bowling alleys

(5) *Permitted Accessory Uses.* Accessory uses are permitted in the SC3 zone provided they are incidental to, and do not substantially alter, the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

(a) Accessory buildings such as garages, carports, equipment storage and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the SC3 zone; and

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

(6) *Conditional Uses.* The following uses and structures are permitted in the SC3 zone only after a Conditional Use Permit has been issued, and subject to the terms and conditions thereof.

Use No.	Use Classification
5313	Surplus store
5594	Motorcycles, motor scooter parts, accessories, supplies
5920	Liquor, package

Use No.	Use Classification
5931	Antiques (no outside display)
5983	Bottled gas
6241	Funeral parlors
6299	Personal services (wedding chapel and reception centers only)
6340	Dwelling and building services (not dwelling units)
6381	Auction houses
6394	Equipment rental (indoor only)
6397	Vehicle rental (passenger auto-mobiles only)
6399	Miscellaneous business services
6416-7	Auto washing and polishing
6420	Electrical appliance repair
6494	Furniture repair
6498	Saw, knife, and tool sharpening
6499	Miscellaneous small item repair

Use No.	Use Classification
6722	Police protection and related activities, branch (office only)
6942	Fraternal associations and lodges
7391	Coin-operated amusements or video center
7392	Miniature golf
7396	Dance halls, ballroom (subject to the standards of Section 14.34.370, Provo City Code)
7397	Billiard and pool halls
7414	Ice skating (subject to the standards of Section 14.34.370, Provo City Code)
7415	Roller skating and skate boarding (subject to the standards of Section 14.34.370, Provo City Code)
7417	Bowling alleys

(Am 1986-10, Am 1987-59, Am 1989-56, Am 1993-09, Am 1994-65, Am 1995-02, Am 1995-08, Am 1995-20, Am 1996-23, Am 1997-49, Am 1999-29, Am 2004-18, Am 2013-32, Am 2016-37)

Planning Commission
Staff Report
Ordinance Amendment
Hearing Date: February 26, 2020

***Item 5** The Community and Neighborhood Services Department requests various Code Amendments to Titles 14 and 15 to allow for permeable driveways and parking lot surfaces. Citywide application. Austin Taylor (801) 852-6423 ataylor@provo.org PLOTA20190411

Applicant: Provo City Community and Neighborhood Services

Staff Coordinator: Austin Taylor

***Council Action Required**: Yes

Related Application(s):

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is March 11 at 5:00 p.m.*
2. **Recommend Denial** of the proposed ordinance amendment. *This would be a change from the Staff recommendation; the Planning Commission should state new findings.*

Relevant History: Titles 6, 14 and 15 of the Provo City Code details the existing parking surface material standards required for new development. Staff has done extensive research and desires to update the current standards to improve storm water infiltration.

Staff Recommendation: Staff recommends the Planning Commission forward a positive recommendation of the proposed amendment to the Municipal Council.

OVERVIEW

Provo City Community and Neighborhood Services requests amendments to Provo City Code Titles 6, 14 and 15 to allow parking lots and driveways built out of brick pavers, permeable pavements, grasscrete, and stabilized gravel to allow natural storm water infiltration.

FINDINGS OF FACT

- The water table in Provo has been sinking for decades as measured by Provo City Public Works
- Concrete and asphalt parking lots and driveways do not allow for infiltration and instead send storm water into the city's pipes to be sent into the Provo River and Utah Lake, eventually evaporating.
- The proposed materials allow natural infiltration and aquifer recharge.
- Storm water runoff from parking lots and driveways carry pollutants from automobiles into the Provo River and Utah Lake.

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.

   To increase natural storm water infiltration

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

   The public benefits from having cleaner water in the Provo River and Utah Lake as well as more inexpensive material choices when building driveways and parking lots

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

Goal 4.4.18 in the Provo City General Plan states that we will "Maintain the current high quality of Provo's groundwater resources, both springs and aquifers, and protect them from contamination and reduction in quantity."

(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 is consistent.

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

This amendment presents no obstructions to attaining General Plan policies.

(f) Adverse impacts on adjacent land owners.

Staff acknowledges the possibility of gravel tracking on car tires ending up on the street. Changes were made to the code specifying a larger diameter rock and methods of stabilizing gravel so this doesn't happen.

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

The proposed amendment will not affect the zoning of an area because it applies citywide

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

There are no anticipated conflicts.

CONCLUSIONS

Allowing developers to build permeable parking lots and driveways will allow natural infiltration of storm water. This will recharge groundwater and reduce polluted water piped into Provo River and Utah Lake.

STAFF RECOMMENDATION

Based on the foregoing facts and analysis, staff recommends forwarding a positive recommendation of the proposed ordinance text amendment to the Municipal Council.

Attachments:

1. Ordinance Text Amendment Language.

14.08.130

Parking, Loading, and Access.

(1) Each lot or parcel in the A1 zone shall have on the same lot or parcel two (2) parking spaces for each dwelling unit.

(2) Said spaces shall be improved with asphalt~~ic cement~~, concrete, permeable pavement, pavers, stabilized gravel, grasscrete, or similar material approved by the Development Services department,~~or concrete~~ and shall be provided with a dust-free and mud-free access from a public street or road.

(a) If using gravel, stones must be at least 3/4" in diameter and secured in place with a paver grid, sealant, or similar to prevent tracking and outflow.

(b) All parking and driveway surfaces must be able to support a vehicle of at least ~~80,000~~75,000 pounds.

(c) ~~All accessible parking spaces~~All accessible parking spaces and walkways must provide firm and slip-resistant surfaces and comply with ADA requirements.

(3) In all other cases, parking shall comply with the provisions of Chapter 14.37, Provo City Code.

This change will occur also on the following sections of city code:

6.26.110	14.19.130	14.35.040
14.08.130	14.20.130	14.37.090
14.09.130	14.20A.080	14.47.140
14.10.130	14.20B.080	14.49A.150
14.11.130	14.21C.035	14.49B.130
14.12.120	14.22.130	14.49C.130
14.12A.130	14.24.130	14.49E.090
14.13.130	14.25.130	14.50(12).120
14.15.150	14.26.130	14.50(18).160
14.16.130	14.27.130	14.50(19).190
14.17.130	14.27A.130	14.50(20).160
14.17B.130	14.28.130	14.50(24).190
14.17C.130	14.29.130	14.50(34).120
14.18.130	14.32.025	

Provo City Planning Commission

Report of Action

February 26, 2020

Item 5 The Community and Neighborhood Services Department requests various Code Amendments to Titles 14 and 15 to allow for permeable driveways and parking lot surfaces. Citywide application. Austin Taylor (801) 852-6423 ataylor@provo.org PLOTA20190411

The following action was taken by the Planning Commission on the above described item at its regular meeting of February 26, 2020

RECOMMEND APPROVAL

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

Motion by: Andrew Howard
Second by: Lisa Jensen
Votes in Favor of Motion: Laurie Urquiaga, Lisa Jensen, Maria Winden, Robert Knudsen, Andrew Howard
Maria Winden was present as acting Chair.

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 include the following.

- Pervious pavement options are not provided in the current City Code; however, there are options available that would allow better storm water infiltration.
- By creating specific standards for gravel, pavers, and other pervious pavement options we increase the options available to developers and residents.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood Chair was present /addressed the Planning Commission during the public hearing.
- The Neighborhood Chair was not present or did not address the Planning Commission during the hearing.
- This item was City-wide or affected multiple neighborhoods.
- Multiple Neighborhood Chair(s) were present or addressed the Planning Commission.
- Neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

None

PLANNING COMMISSION DISCUSSION

Robert Knudsen pointed out that he has seen the water table retreat because his West Provo wells are going dry and the water table used to be almost at ground level. Andrew Howard liked that it offers flexibility. Lisa Jensen expressed worries that people walking on sidewalks will trip on gravel that could come onto the sidewalk from the driveway.

Maria Wind

Planning Commission Chair

Director of Community and Neighborhood Services

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

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

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

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

WELCOME HOME

PLANNING COMMISSION

February 26, 2020

ITEM 5*

The Community and Neighborhood Services Department requests various Code Amendments to Titles 6, 14, and 15 to allow for driveway and parking lot surfaces that are more permeable.

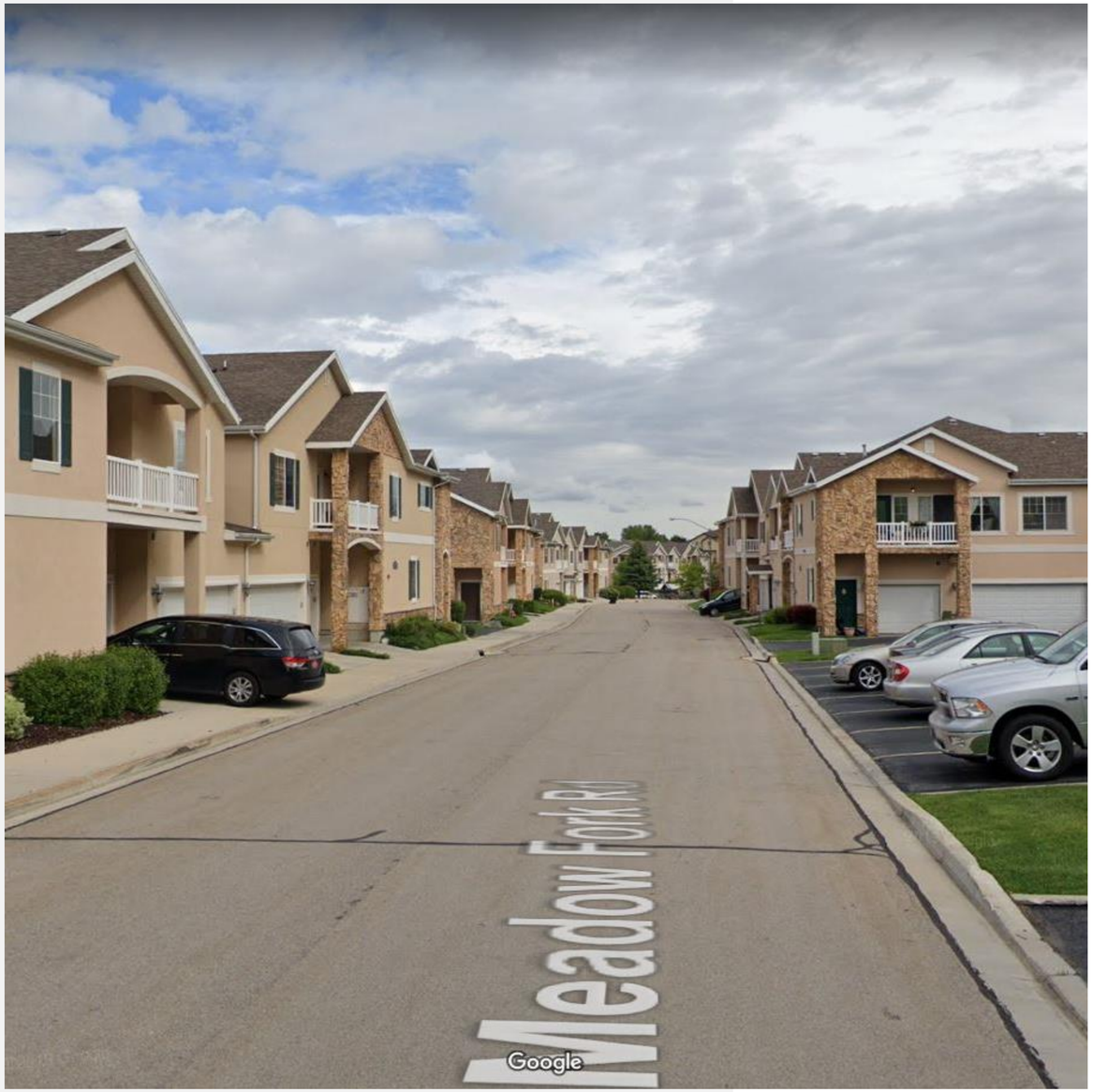
Citywide application

PLOTA20190411

PARKING LOT SURFACE

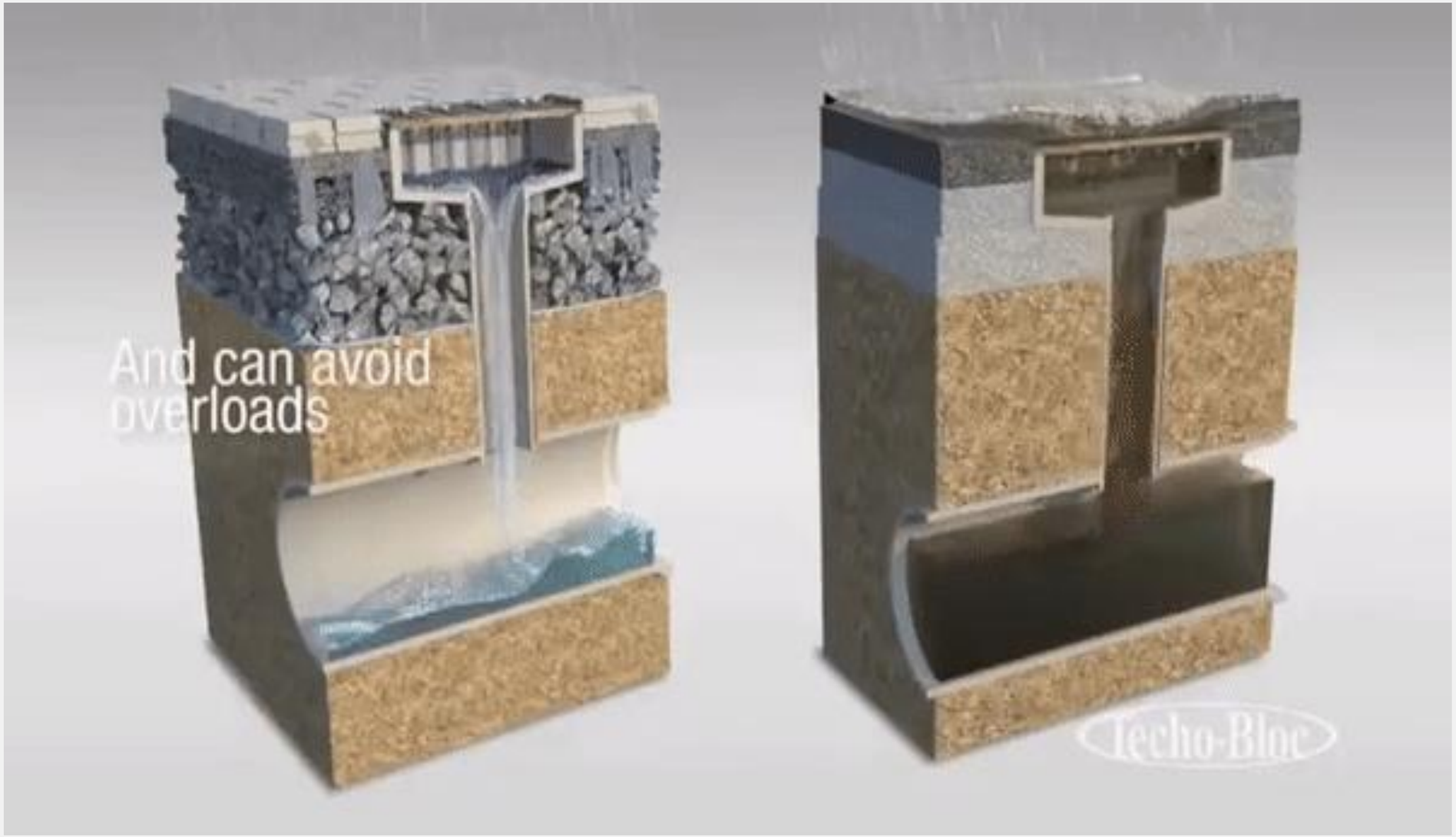
Code: many sections

“Said spaces shall be improved with asphaltic cement or concrete and shall be provided with dust-free and mud-free access from a public street or road.”



“Wakeboarding in the Parking Lot during the Provo Flood” 2013

next
HOME
COSTA


And can avoid
overloads
Techo-Bloc

PROPOSED CODE

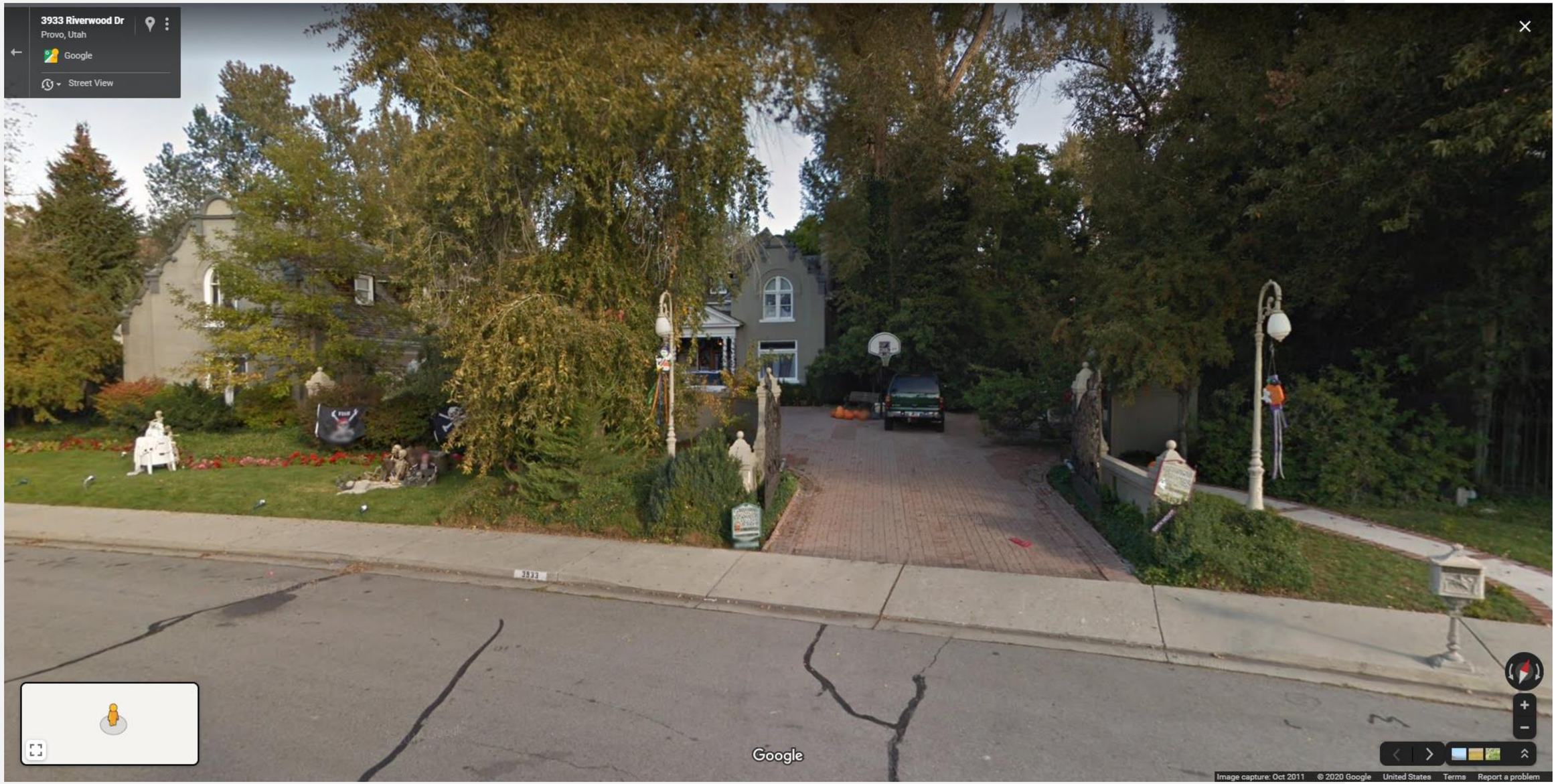
(2) Said spaces shall be improved with asphalt, concrete, permeable pavement, pavers, stabilized gravel, grasscrete, or similar material approved by the Development Services department, and shall be provided with a dust-free and mud-free access from a public street or road.

(a) If using gravel, stones must be at least 3/4” in diameter and secured in place with a paver grid, sealant, or similar to prevent tracking and outflow.

(b) All parking and driveway surfaces must be able to support a vehicle of at least 75,000 pounds.

(c) All accessible parking spaces must provide firm and slip-resistant surfaces and comply with ADA requirements.

Brick pavers in Annapolis, Maryland



Brick pavers in Provo, Utah

Stabilized gravel, Mercedes-Benz dealership, Brooklyn, New York

Gravel driveway, Minneapolis, Minnesota

Gravel driveway, St. George, Utah

Gravel driveway, Provo, Utah

Grass and paver driveway, Malibu, California

Grass paver driveway, Vancouver, British Colombia, Canada

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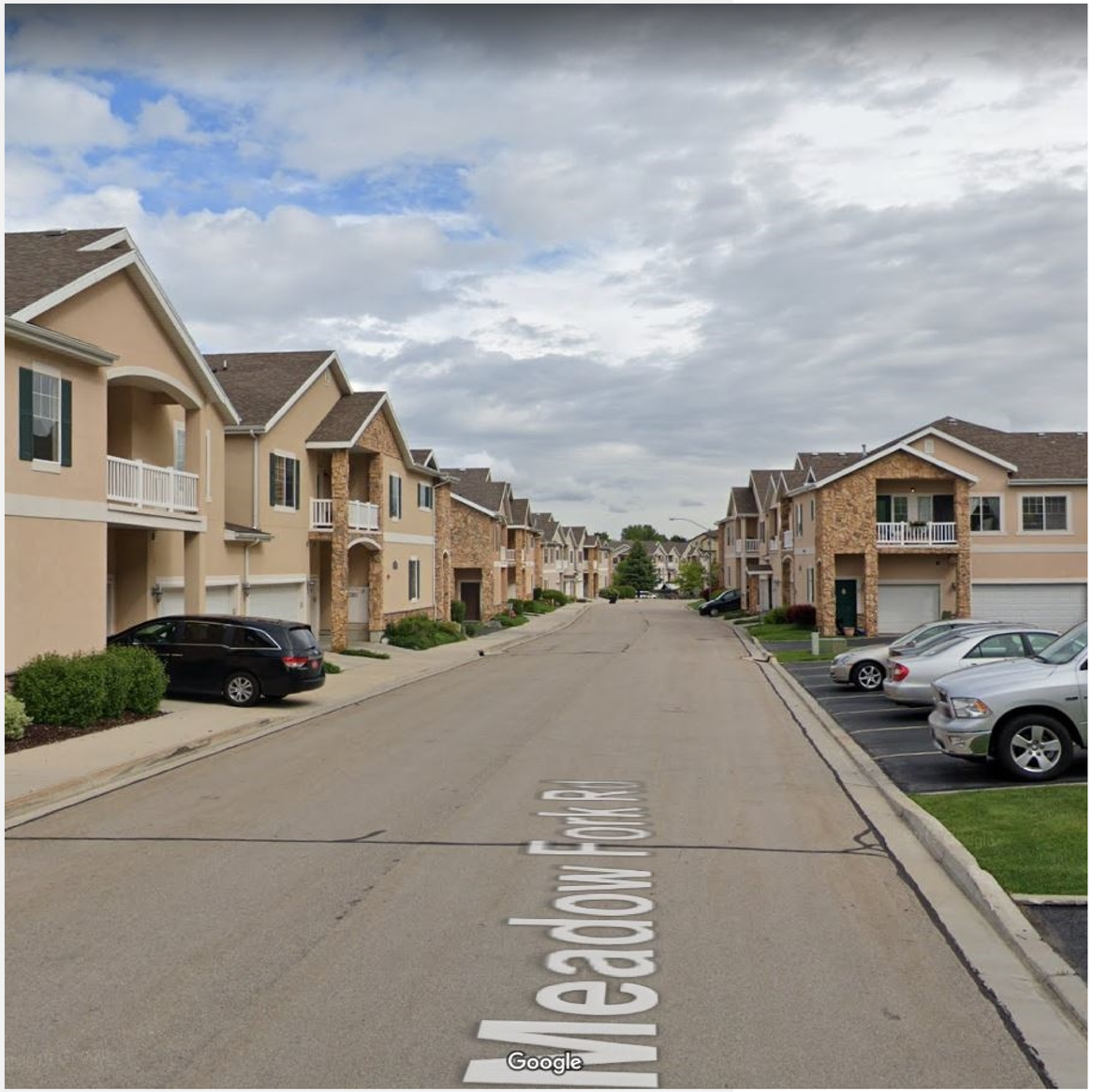

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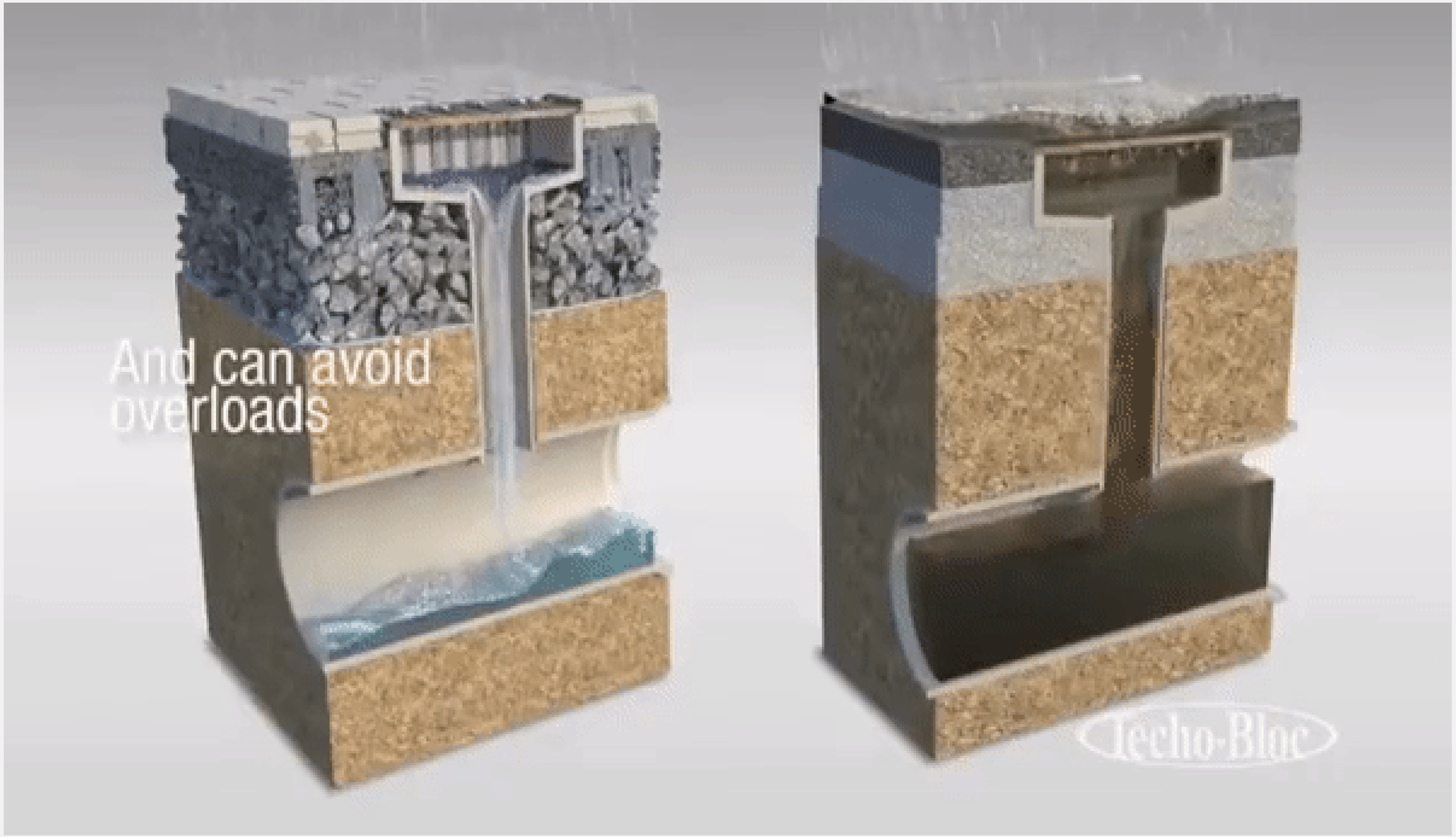
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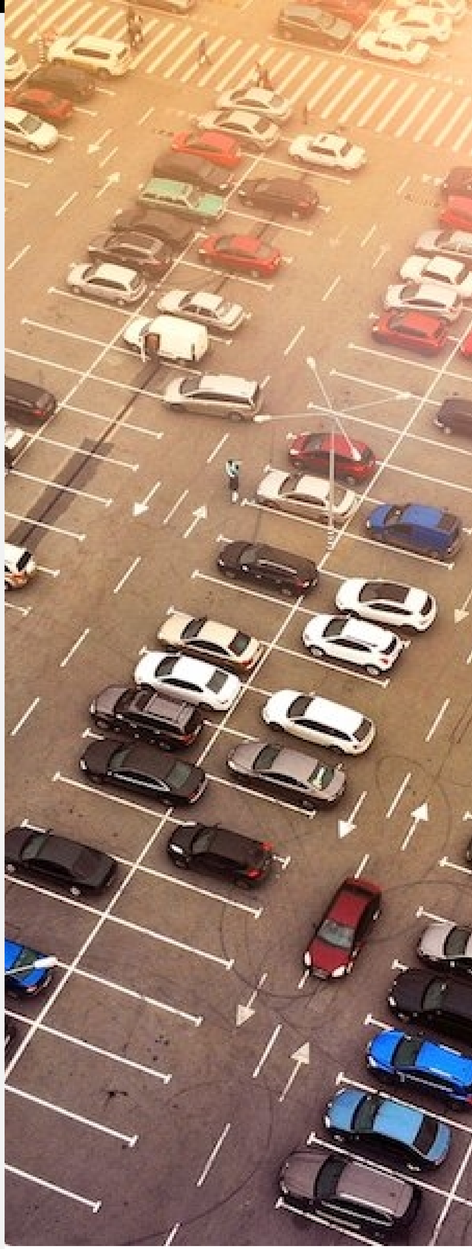

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