



PROVO MUNICIPAL COUNCIL

Work Meeting

12:00 PM, Tuesday, October 06, 2020

Electronic meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil)

This meeting will be conducted entirely via electronic means. The meeting will be available to the public for live broadcast and on-demand viewing at: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil). If you do not have access to the Internet, you can join via telephone following the instructions below.

For more information regarding the City Community Safety Plan for COVID-19 and related City facility closures, please visit: provo.org/covid19

To listen to the meeting by phone: October 06 Work Meeting: Dial 346-248-7799. Enter Meeting ID 827 1502 1445 and press #. When asked for a participant ID, press #.

Agenda

Roll Call

Prayer

Approval of Minutes

May 12, 2020 Budget Retreat

May 19, 2020 Work Meeting

Business

1. An update on the new Airport Terminal. (20-234)
2. A presentation regarding the development application process. (20-225)
3. A presentation from the Public Gatherings Committee on proposed changes to Section 6.20 of Provo City Code (Public Assemblies and Special Events). (20-223)
4. A discussion about the renewal of the Urban Deer Program. (20-224)
5. An update on the utility billing errors that stem from the system conversion in July 2020. (20-235)

Administration

6. A presentation about the CARES Act OIG Audit Guidelines (20-227)
7. An update from Mr. Ralph Clegg, Executive Director Utah County Health Department, on Utah County and Provo COVID-19 cases and strategies to prevent the spread of COVID-19. (20-226)

8. A Discussion Regarding a Budget Appropriation to Correct Elements of the Fiscal Year 2020-2021 Budget Related to the Cemetery (20-228)
9. A discussion about the Blue Sky Tax Increment Proposal. (20-229) and (20-230)
10. A discussion about the Riverwoods Community Reinvestment Project Area Interlocal Agreements. (20-231) and (20-232)

Closed Meeting

The Municipal Council or the Governing Board of the Redevelopment Agency will consider a motion to close the meeting for the purposes of holding a strategy session to discuss pending or reasonably imminent litigation, and/or to discuss the purchase, sale, exchange, or lease of real property, and/or the character, professional competence, or physical or mental health of an individual in conformance with 52-4-204 and 52-4-205 et. seq., Utah Code.

Adjournment

Provo City Municipal Council Chair's Statement re Open and Public Meetings Act

In accordance with Utah Code 52-4-207(4)* I have determined that conducting meetings of the Municipal Council with an anchor location, such as the Municipal Council Chamber, presents a substantial risk to the health and safety of those who may be present there. These are the facts upon which I have made this determination:

- Utah has been in a declared state of emergency due to novel coronavirus disease 2019 (COVID-19) since March 6, 2020, a disease outbreak which the World Health Organization has characterized as a pandemic.
- The Centers for Disease Control and Prevention (CDC) state that COVID-19 is easily spread from person to person between people who are in close contact with one another. The spread is through respiratory droplets when an infected person coughs, sneezes, or talks, and it may be spread by people who are non-symptomatic.
- Federal, state, and local authorities have recommended that individuals limit public gatherings, wear facemasks, and follow social distancing guidelines.
- The Provo City Council has adopted a local mask requirement "in indoor areas accessible to the public, including without limitation businesses and City buildings, where social distancing is not possible, reasonable, or prudent."
- As reported by the Utah Department of Health, reported COVID-19 cases (as measured by the number of cases per 100,000 people) in Provo continue to rise at a significantly higher rate than reported rates for the county and the state.
- Physical distancing measures will be difficult to set up and maintain in the Provo City Municipal Council Chamber.

Therefore, for the next 30 days, all meetings of the Municipal Council will be conducted entirely via electronic means:

- Council meetings are broadcast live and available later on demand at youtube.com/provocitycouncil.
- Agendas and support materials are available at agendas.provo.org.
- To make a public comment or to join a meeting via telephone, follow the instructions provided on public notices of each meeting.

- To send comments to the Council or weigh in on current issues, visit opencityhall.provo.org or email the Council at council@provo.org.

-George Handley, Chair, September 8, 2020

I have determined that conducting meetings of the Governing Board of the Redevelopment Agency of Provo City is subject to the same risks identified above based on the facts stated herein. Therefore, I adopt the same procedures listed above for meetings of the RDA Governing Board.

-David Sewell, RDA Chair, September 8, 2020

* As amended by HB5002, *Open and Public Meetings Act Amendments*, (2020 Fifth Special Session), Utah Code Annotated (UCA) 52-4-207(4) provides that a public body may convene and conduct an electronic meeting without an anchor location if the chair of the public body:

- (a) makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location;
- (b) states in the written determination described in Subsection (4)(a) the facts upon which the determination is based;
- (c) includes in the public notice for the meeting, and reads at the beginning of the meeting, the information described in Subsections (4)(a) and (b); and
- (d) includes in the public notice information on how a member of the public may view or make a comment at the meeting.

UCA 52-4-207(5) states that a written determination described in Subsections (4)(a) and (b) expires 30 days after the day on which the chair of the public body makes the determination.

<https://le.utah.gov/~2020S5/bills/static/HB5002.html>

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

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To send comments to the Council or weigh in on current issues, visit [OpenCityHall.provo.org](https://opencityhall.provo.org).

The next scheduled Council Meeting will be held on 10/20/2020 12:00:00 PM. The meeting will be streamed on YouTube, 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. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

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

Notice of Compliance with Public Noticing Regulations

There will be no anchor location for this meeting; it will be conducted exclusively using online means and will be available to view on YouTube at youtube.com/ProvoCityCouncil. This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

DRAFT MINUTES – AWAITING APPROVAL

Please note: these minutes have been prepared with a timestamp linking the agenda items to the video discussion. Electronic version of minutes will allow citizens to view discussion held during council meeting.



PROVO MUNICIPAL COUNCIL

Budget Retreat Minutes

12:00 PM, Tuesday, May 12, 2020

Electronic meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil)

Agenda ([0:00:00](#))

Roll Call

The following elected officials were present:

Council Chair George Handley, conducting
Council Vice-chair David Harding
Councilor Travis Hoban
Councilor Bill Fillmore
Councilor Shannon Ellsworth
Councilor David Shipley
Councilor David Sewell
Mayor Michelle Kaufusi, arrived 12:09 PM

Prayer

The prayer was given by Councilor Travis Hoban.

Business

1. A presentation on the FY 20-21, an overview of the budget and the rationale behind decisions and fund balances. (20-008) ([0:12:50](#))

Mayor Michelle Kaufusi shared several clarifications about the budget impacts to employees, after which John Borget, Administrative Services Director, presented. He shared the fund balance figures from the Comprehensive Annual Finance Report (CAFR) and indicated that the annual audit would begin in the coming months. Mr. Borget highlighted four areas which the Administration had been evaluating of the City's various funds:

- Non-spendable (such as leases or other fixed expenses)
- Restricted (B&C road funds - taxes collected by state on gasoline and diesel)
- Assigned (funds for current projects)
- Unassigned

Mr. Borget shared details to provide a forecast of the impacts to the general fund and the constraints on the fund, which would impact what is available to be used for the 2021 budget. The fund balance was currently at 24% of revenues. Mr. Borget also gave an overview of sales tax, which he noted was difficult to forecast as it was unclear how extensive the impacts of the pandemic would be on the local economy. With that in mind, they have been very conservative in their estimates and prepared a responsible budget to submit to the Council.

DRAFT MINUTES – AWAITING APPROVAL

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Mr. Borget responded to questions from Councilors. Councilor Shannon Ellsworth asked about the sales tax figures statewide in February and March; Mr. Borget indicated that sales tax figures are reported a couple months later, so it was still difficult to determine what the impacts of the beginning of the pandemic in March had been. Councilor David Shipley asked about whether the positive sales tax figures from the beginning part of the year had been on account of the internet sales tax being assessed. Mr. Borget indicated that the internet sales tax has been a huge help to Provo since the tax comes to where the purchase was made. During the pandemic, many have moved to online shopping as well. Councilor George Handley commented that the pandemic seemed like the situation for which the rainy-day fund is set aside. *Presentation only.*

2. A presentation on the projected revenues for the FY 20-21. (20-008) (0:53:41)

John Magness, Policy Analyst, shared past revenues back to 2014 to share a broader picture of the City's financial situation. He highlighted utility sales, sales and property tax, franchise and licensing fees, RAP (Recreation, Arts, Parks) tax, B&C road funds, and transfers. Mr. Magness outlined the projections for the different funding sources and noted that some would see slight adjustments in the coming fiscal year based on rate changes or the likely continuation of past trends. Councilor David Harding asked for clarification about the percentage change; Mr. Magness clarified that the figures he was sharing was the one-year change from the budgeted FY20 and projected FY21 numbers. Where there was an increase for property tax, it did not represent a tax increase, but reflected extra income coming from new growth in the city.

Mr. Harding also asked for clarification on the utility revenue versus transfer projections. Mr. Magness clarified that not all the utility fees went to the general fund; many went directly to the enterprise fund. John Borget, Administrative Services Director, also clarified that there were other components of the transfer besides just utility fees. He thought the utility transfers would be fairly level, but the difference was probably made up by other transfers. *Presentation only.*

3. A presentation on General Fund Expenditures. (20-008) (1:06:00)

Cliff Strachan, Council Executive Director, presented. He reviewed the General Fund summary from FY2017 to FY2021 and highlighted several proposed expenditures which aligned with Council priorities and initiatives. Mr. Strachan noted that \$150,000 was included for redoing the General Plan; this was based on an estimate provided by the Community and Neighborhood Services Department. Councilor Shannon Ellsworth added that she thought that figure seemed accurate, based on her experience in the planning industry. Mr. Strachan also noted the projected financials for the Joaquin Parking Permit Program.

Ms. Ellsworth asked what budget cut has been the most challenging. Mayor Michelle Kaufusi indicated that it was difficult to ask departments to dig deeper and make additional cuts across the board. She had to turn down a large number of supplemental requests as well as implement a soft hiring freeze. In response to another question from Ms. Ellsworth, Mayor Kaufusi indicated that they would be planning for priorities to reintroduce to the budget, should revenues exceed the anticipated amounts and provide more flexibility in the coming fiscal year.

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Councilor Bill Fillmore asked about the \$1.65 million for unfilled public safety positions. John Borget, Administrative Services Director, indicated that these were positions that were unfilled at present, but for which the intent was to fill the position. As they were working to balance the budget, they assessed current positions that were unfilled and whether or not they wanted to fill those for submitting the budget. With the current impacts, they determined that they should retain those positions and fill them.

Mr. Fillmore also asked whether it would make sense to delay the implementation of the Joaquin Permit Parking Program out one year given the uncertain financial climate. Councilor David Harding, chair of the Joaquin Parking Committee, shared comments on the program funding. Mr. Strachan and Hannah Salzl, Policy Analyst, also shared further clarification on how the projections for the Joaquin Permit Parking Program were determined. *Presentation only.*

4. A presentation on Non-General Fund expenditures. (20-008) (1:44:41)

Hannah Salzl, Policy Analyst, presented. She shared a high-level overview on plans to maintain expenditures to meet service needs over the short-term and long-term. The goal was to be able to meet expected levels of service without exceeding projected revenues. She briefly outlined the five main categories and expected expenditures and projections for: enterprise funds (utilities, golf course), special reserve funds (library), capital improvement funds, internal service funds, and debt service funds. Councilor George Handley was concerned about fee increases during the financial uncertainty of the pandemic. He wondered if the city had a relief fund for those who could not meet the increase. John Borget, Administrative Services Director, clarified that the increase in revenues described by Mr. Magness earlier in the meeting were other transfers between funds that did not relate to the enterprise (or utility) fund transfers. *Presentation only.*

5. A presentation on Supplemental Request by various departments. (20-008) (2:05:50)

David Mortensen, Budget Officer, presented. He noted that they received many supplemental requests, about 42 items from different departments totaling just over \$3 million. He highlighted the requests that were funded, which comprised critical needs of the city. Councilors asked questions about the rental fees for the recreation department and about personnel savings. Mr. Mortensen provided details on these items. John Borget, Administrative Services Director, highlighted the request to add Office365 licenses for all employees. Mr. Mortensen reviewed other supplemental requests that were unfunded but necessary. Hannah Salzl, Policy Analyst, noted that the additional parking enforcement personnel were a component of the Joaquin permit parking program and the expansion of the Foothills permit parking program. *Presentation only.*

6. A presentation on Personnel and the number of Full Time Equivalent (FTE) positions the city is funding for FY 20-21. (20-008) (2:42:13)

John Magness, Policy Analyst, presented. Mr. Magness reviewed changes to the FTE levels for different areas of the city. There was a net increase of 3.3 FTE in the General Fund and an overall decrease of 8.7 FTE for the city, or about a .96% reduction in workforce. Mr. Magness reviewed the impacts for each department which had changes. Councilor Shannon Ellsworth asked whether the positions being eliminated had been unfilled at that time. Mr. Magness

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indicated that for most positions that were eliminated, the positions had been vacant for some time. Some changes were simply the result of reassigning a position to the correct department.

Councilor George Handley shared comments on the police staffing levels; as the Police Department has been historically understaffed, he wondered whether the FTE changes were simply due to the current economic climate. Mayor Michelle Kaufusi addressed this comment and expressed that Chief Rich Ferguson was satisfied with the current staffing level. She highlighted some of their ongoing challenges with staffing; while they are still not at the level they want, Chief Ferguson is still very grateful for the 7 new officers added during the last fiscal year. They believe they are at a good place based on current staffing dynamics. Mayor Kaufusi also mentioned that many directors have said that their budget presentations would have been very different post-during-pandemic vs. their presentations which took place before the pandemic. John Borget, Administrative Services Director, added some additional details regarding some FTE which were moved from Customer Service to Community and Neighborhood Services; the costs to the General Fund would remain the same with this change.

Ms. Ellsworth asked the Administration what they felt were the most critical needs and what areas they would not want to underfund. Mayor Kaufusi said each department would say something different, but she felt that infrastructure was a critical need. She invited Wayne Parker, CAO, and Mr. Borget to weigh in. Mr. Borget highlighted employees/the workforce and taking care of existing assets (including vehicle replacement) as critical needs. Investing in these things will create more consistency and reliability within the City organization, which will help the City to weather other changes. Mr. Parker shared some of the pitfalls of how funding was allocated during the previous recession. He reiterated Mr. Borget's comments, noting the need to retain and recruit a high-quality workforce. He noted that during the previous recession, it took almost a decade to recover from a one-year decision because of the greater sums spent on vehicle maintenance rather than replacement when it had been needed. *Presentation only.*

7. A presentation on Budget Intent Statements, particularly budget carryovers, including renewable energy goal and alternate fuel vehicle replacements. (20-008) (2:59:13)

Cliff Strachan, Council Executive Director, presented. Mr. Strachan reviewed the contents of the main budget resolution and what it contains. He also introduced the discussion on carryovers and Councilors shared comments on the topic. Councilors shared comments on carryovers. Several Councilors expressed that they thought reassignments of budget funds should have Council oversight as a basic budgeting principle; it seemed problematic if a department was able to reprogram funds to programs that were not explicitly approved or funded during the budgeting process. Wayne Parker, CAO, said that the Council does not adopt a line-item budget; rather, they adopt the budget by department. He felt that the current process was within the statutory prerogative and separation of powers.

Mr. Strachan highlighted several policies with the Council had adopted that had budgetary implications. He also noted language that would be added to the adopted budget regarding the Council's Audit Committee. Mr. Strachan noted that in the past, the budget has typically included a section about the Council's priorities. Mr. Strachan referenced the Council's

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renewable energy goal/policy and suggested that it be incorporated into the General Plan.

Councilor Shannon Ellsworth was concerned that there were many goals not related to the built environment that were being put into the General Plan; she thought that instead it needed to be a document primarily focused on land use. Councilor George Handley wondered whether the City could adopt a sustainability plan as an appendix to the General Plan and perhaps it would be a better fit for the renewable energy policy.

Mr. Strachan asked Councilors to indicate what they would like to discuss during the budget item at the next work meeting. Several Councilors asked for an update on the regional/soccer sports park. Mayor Kaufusi and Mr. Parker shared some details on the progress of the project.

Mr. Strachan and Councilors thanked the Administration for the budget process and cooperation from Finance, the Mayor's Office, and department directors. The Council has appreciated receiving excellent resources and information. Council Chair George Handley also thanked Council staff for preparing this budget retreat and the recent town hall event. ***Presentation only.***

Adjournment

Adjourned by unanimous consent.

Pending minutes – awaiting approval

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PROVO MUNICIPAL COUNCIL

Work Meeting Minutes

12:00 PM, Tuesday, May 19, 2020

Electronic meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil)

Agenda ([0:00:00](#))

Roll Call

The following elected officials were present:

Council Chair George Handley, conducting
Council Vice-chair David Harding
Councilor Shannon Ellsworth
Councilor Bill Fillmore
Councilor David Shipley
Councilor Travis Hoban
Councilor David Sewell
Mayor Michelle Kaufusi, joined at 12:09 PM

Prayer

The prayer was offered by Cliff Strachan, Council Executive Director.

Business

1. A discussion regarding the Tentative Budget for Fiscal Year 2020-2021. (20-008) ([0:10:47](#))

Mr. Strachan introduced the segments of the discussion and their presenters.

Presentation on Debt – Marylis Fantoni, Council Intern, and Dan Follett, Treasurer

The City's total bonded debt is \$147.5 million. Payments on the 2018 general obligation bond started in 2020 and will bring in \$4 million per year for the next 20 years. If the City property tax rate remains constant, there may be a decrease for property taxes paid by homeowners as various bonds drop off. Councilor David Shipley asked for clarification on the 2017 sales tax revenue bond. Mr. Follett indicated that this was used to support Duncan Aviation and related expansion efforts at the Provo Airport. Councilors suggested updating the slide to specify what revenue bonds were specifically for, to make it more transparent for the public.

Discussion on General Plan Update Funding – John Borget, Administrative Services Director; Cliff Strachan, Council Executive Director; and Gary McGinn, Community and Neighborhood Services Director

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In response to a Councilor's question about whether \$150,000 was enough to budget for the General Plan update, Mr. McGinn indicated that that sum would cover a general plan update with robust public engagement. He suspected the City may not get as much of a focus on transportation, but that staff would be directly involved with any consultant the City hired. Councilor Bill Fillmore was worried about selling the city short in the process if not enough funding was programmed. Councilor Shannon Ellsworth wondered whether the consultant would be in-state or not and whether an out-of-state consultant would charge the city for travel. Mr. McGinn noted also that they would like the General Plan to be more data-driven.

Motion: Shannon Ellsworth moved to allocate \$150,000 to a General Plan budget during the 2021 fiscal year. No second was received; Ms. Ellsworth withdrew the motion.

Motion: George Handley moved to authorize staff to begin exploring options for an outside consultant with a budget of up to \$150,000, and to explore what could become available with an extra \$50,000. Seconded by Bill Fillmore.

Mr. Strachan noted there would probably not be enough time for planning staff to complete an RFP process before the budget was passed in June. Councilors thought this was an interesting suggestion and were interested to explore how to spend another \$50,000 if that would bring additional features into the General Plan. Mr. Handley withdrew the motion.

Discussion on Joaquin Parking program – Councilor Dave Harding (with Gary McGinn, Director of Community and Neighborhood Services; Austin Taylor, Parking and Sustainability Coordinator; and Hannah Salzl, Council Policy Analyst)

Mr. Harding shared an update on the Joaquin parking permit program. The program is structured to pay for itself with no net impact to the general fund. Mr. Harding noted that with the unclear economic climate this fall, this program could be done later on with an appropriation. Mr. Harding noted that this program still has not received the public input it needs and that the committee was still working through some issues with the Administration. He did not feel it was ready to be included in the budget yet as some elements were still being defined.

Discussion on Wastewater Projects and Fees – Dave Decker, Public Works Director; Gary Calder, Water Resources Division Director; Jimmy McKnight, Public Works Budget Analyst

Councilors asked about the wastewater rate increases, could they be delayed or put off and if so, what the consequences would be. Mr. Decker indicated that the early rate changes made a huge impact in the long run and were critical to the project. He also noted that the City's commitment to the planned rate increases was a critical element in securing the funding loan from the Division of Environmental Quality board. He was concerned that renegeing on the previous decision on the direction of rate increases would send a bad message at this time; the commitment to rate increases was one of the ways the City was demonstrating its commitment to do everything they could to make this project a success. Councilor Shannon Ellsworth asked whether there was any precedent for the DEQ board denying grants they have already approved. Mr. Decker shared a recent example from Logan City, who brought a second request after their first. The State did not look well upon another request for additional funding and they later

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changed the interest rate on the first loan. Mr. Decker was concerned about making changes this late in the game. Mr. McKnight shared projections on the wastewater financial planning, illustrating the total wastewater budget and the ending fund balance for each fiscal year. Public Works has done some pre-purchasing and costs have come in a bit lower, so they have saved several million dollars early on. Staff felt that things were headed in the right direction.

Mr. Decker outlined several I&I (inflow and infiltration) projects they would be completing as well to improve the quality and efficacy of the wastewater system. He explained that the current project was to update the hydraulic components at the wastewater treatment plant. In 2030, they will need to make updates for the solid side of the treatment plant. Mr. Decker outlined some possible scenarios for how to handle that project in the future. He emphasized that the rates they were discussing today had a major impact on the next several fiscal years, but they were also planning for another major project in a decade. He was concerned that removing the 25% rate increase this year would have a dramatic negative effect on fund balance in the immediate and distant future, as well as compromise the plans for CIP projects. This would have major impacts for development in the city, including the regional sports park and airport, which also relied on the sewer infrastructure to be built out on the west side in the coming years.

Councilor David Shipley said that he understood that delaying the rate increases was not sustainable; he wondered whether putting it off by a year would endanger the city's financial situation. Given all the uncertainties of COVID-19, he was just curious what the implications would be for delaying the increase. Mr. Decker noted that another option could be to flip this year and next year's increases and implement the 10% increase this year and the 25% increase next year. He noted that any changes to the determined course would have impacts. Mr. Strachan noted that certainly the Council could make changes, but whether or not they should was a decision only they could make. He suggested the Council identify the decision points and then direct staff. Council Chair George Handley thanked Mr. Decker and Mr. McKnight. He wondered if there was any possibility of funding to assist those struggling with utility payments. Wayne Parker, CAO, noted that the CARES act has some funds which could be allocated to the HEAT program, offering subsidized utility payments to low- and moderate-income families. Mr. Handley was concerned about the severe financial costs of adjusting the rates at this point, but he was encouraged by the programs in place for utility relief. Councilor David Harding asked what the role of impact fees was. Mr. Decker indicated that impact fees would contribute a portion but were not a primary funding source for the project. Councilors shared additional comments and discussion. Mr. Strachan indicated that in the absence of a formal motion, they would move forward with rate increases as previously proposed.

Discussion on unfunded Supplementals – David Mortensen, Budget Officer

Mr. Mortensen noted that funded supplemental requests were included in the budget proposal. Councilors asked about critical unfunded needs. Mr. Mortensen indicated that if these items were to be funded, it would be up to the Council and Administration to prioritize these among other needs; it could be accomplished either by using fund balance or cutting another item out of the budget. Mayor Kaufusi noted that a majority of the departments' presentations and supplemental requests were given or submitted prior to the COVID-19 pandemic. She indicated that some requests, such as additional licenses for Office 365, could potentially be covered using CARES

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act funding. Technological solutions like Office 365 have been critical for the City to adapt to remote work and social distancing by utilizing virtual meetings. Councilor David Sewell asked whether the city could make do with the current versions if this request went unfunded. Mr. Borget shared some of the benefits of moving to Office 365, which was much easier for the Information Systems division to administer, in addition to creating more consistency for staff. As new computers are purchased, those have been automatically placed on the new program; if unfunded, it would simply impact users who had not yet made the software transition.

Discussion on Budget Intent Statement(s) – Cliff Strachan, Executive Director of Council

Mr. Strachan outlined several of the Council's budget intent statements, including the policy on automobile replacement and procurement, and the role of the Council's audit committee. Mr. Strachan noted a section in part 10 regarding carryovers. Councilors David Harding and David Shipley were interested in spending more time on the carryovers discussion and exploring how other cities handled this issue. Mr. Shipley asked whether there were any concerns from the Administration about the Council forming a committee to study the issue. Mr. Parker felt there were some issues but that the Administration would be willing to engage with the Council on it.

Motion: Dave Harding moved to create a Budget Policy subcommittee with David Shipley as chair, Dave Harding as a committee member, with the mission statement "within next 2 weeks come back with a proposal, having engaged with the Administration to update the budget policies, particularly as regards surplus money at the end of the budget year." Seconded by Bill Fillmore.

Vote: Approved 7:0.

Councilor Shannon Ellsworth expressed interest in the discussion though she did not wish to be formally part of the committee. There was a brief discussion about Council committees and participation by other Councilors who were not committee members.

Summary of the Stormwater Service District budget (page 131) – Hannah Salzl, Policy Analyst

Ms. Salzl shared a brief overview of the Stormwater Service District, which is primarily responsible for the City's stormwater system. They have worked in recent years on better tracking for stormwater, maintenance projects, and building detention basins. Ms. Salzl shared highlights on past revenues and CIP projects coming up for the Stormwater Service District.

Summary of Redevelopment Agency budget (pages 132-133) – John Magness, Policy Analyst

Mr. Magness reviewed the Redevelopment Agency budget, including revenues, expenditures, and actuals. He noted that actual revenues have been lower than projections and expenditures have increased year over year. Part of the increase in 2020 expenditures has been because of \$500,000 for small business loans. Most of the RDA revenue comes from property tax increment. Mr. Magness noted that the trend has generally been for higher revenues than expenditures; in years when this has flipped, it is typically related to a remediation project or another major project in progress.

Pending minutes – awaiting approval

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Redevelopment Agency

2. A discussion regarding Interlocal Agreements for Tax Increment for The Mix Community Development Project Area. (20-085, 20-086, 20-087, 20-088, 20-089) (2:30:20)

David Walter, Redevelopment Agency Division Director, presented. The creation of this project area was previously approved by the Council acting as the Redevelopment Agency board. After negotiating interlocal agreements with the various taxing entities, they have returned to receive the Council's approval. Mr. Walter shared a proposed layout and highlighted the commercial, hospitality, retail, and residential areas. The proposed tax increment was set for 12 years; the Provo School District would drop off after a certain benchmark.

Councilor Shannon Ellsworth asked for clarification on the site plan. Mr. Walter indicated that the residential space would include regular apartments and multi-family units with a brownstone-type feel. The site included nearly 80,000 square feet of commercial space. Ms. Ellsworth noted that the gateways into the city have been a Council priority and she hoped for a positive working relationship with the developer to ensure that this was a beautiful entrance to the city on University Parkway. Councilor David Shipley asked for clarification on the tax revenue and what it would be used for. Mr. Walter indicated that some would cover overhead and administrative expenses, while some would be set aside for low- and moderate-income housing. Mr. Walter indicated that at the time this project was first proposed, there was not an understanding of the full implications of the sewer infrastructure. There have been some substantial upgrades required to segments of this sewer line and tax increment was how the developer had proposed being able to move forward. Councilor David Harding expressed concern that with the base value coming from the 2019 property valuation, when the property sat half-demolished, that it was not allowing the City to receive the full benefit of its remaining tax increment. Mr. Walter indicated that he could request the related figures prior to the Council Meeting. ***Presentation only. This item was already scheduled for the Council Meeting on May 19, 2020.***

3. A discussion regarding the creation of a Public Infrastructure District for the medical school and associated housing. (20-090) (2:43:17)

Dixon Holmes, Assistant CAO, explained that a public infrastructure district (PID) was a funding mechanism proposed by the medical school for remediating the former landfill and putting in infrastructure for the public right-of-way. PIDs are a tool created by state law and their creation requires approval from the City. A PID functions as a separate taxing entity that applies only to the property or the legal descriptions included in its boundaries, in this case the medical school campus and onsite housing. Mr. Holmes indicated that pending a decision from the Army Corp. of Engineers, a 1.5-acre portion of the neighboring detention basin may also be included in the PID. Mr. Holmes outlined several other policy considerations for PIDs, noting that they would be used in special circumstances, typically for commercial or industrial uses.

Brian Jones, Council Attorney, explained that state law already authorizes the use of this tool and the requirements for doing so. The item was brought to the Council, to highlight the nature of the

Pending minutes – awaiting approval

Please note: these minutes have been prepared with a timestamp linking the agenda items to the video discussion. Electronic version of minutes will allow citizens to view discussion held during council meeting.

tool and for the Council to decide whether they wanted to implement a specific policy regarding PIDs. State statute already grants the city complete discretion with regard to PIDs, as well as immunity in the event of denying a request. As it is such a new tool, it was as yet uncertain whether there would be a lot of demand; if the City began receiving many more applications, it could be useful to establish criteria through a formal policy. Mr. Jones reiterated that it may not be necessary and was ultimately up to the Council. Councilors shared comments in response to this explanation. Councilor David Shipley felt that if it were an infrequent request, that it likely would not need a policy. He was concerned if the City was going to receive numerous requests from developers looking for another funding mechanism to advance their projects. Councilor David Harding noted his interest in establishing a policy for tax increment financing. Others felt this would be a good situation in which to authorize a PID and they were interested to learn from this experience to inform their policy direction, if any policy were to be created.

Mr. Holmes anticipated that the medical school PID proposal would be brought back to an upcoming Council Meeting. Greg Stuart, developer, expressed his gratitude to the Council for considering this proposal. Mr. Stuart mentioned some of the challenges they have encountered with the former landfill site and felt that this was a perfect solution to allow them to install infrastructure while keeping the project viable and affordable over the long-term. ***Presentation only. This item is anticipated to return to the Council Meeting on June 2, 2020.***

4. A discussion regarding the creation of a Small Business Loan Program in response to COVID-19. (20-081) ([3:03:21](#))

David Walter, Redevelopment Agency Division Director, and Keith Morey, Economic Development Division Director, presented. Mr. Walter explained that the funding would come from tax increment financing fund balance. The program would allow the Redevelopment Agency to loan money to Provo businesses regardless of whether or not the business was located in a project area. The idea was to fund small loans over a period of five years, with no interest during the first year, and which would be paid on an annual basis. The loan amount would be \$5000-\$20000. Mr. Morey indicated one concern regarding the impacts to potential CARES act funding the city could receive, but there were still many unknown factors with CARES funding as it was being administered by Utah County.

Councilors shared comments and asked questions about the loan program and how the loans would be structured. Mr. Walter indicated that they would be unsecured loans and he outlined the criteria that would be considered in granting loans. Most Councilors were in favor of trying to help businesses which have been established and would be able to weather this financial uncertainty with some assistance. Mr. Morey indicated they could have a set application period, which would provide some limits to applications received, and use the criteria to determine which businesses had the highest needs and highest opportunities for success. He indicated that it was fully within the City's discretion who was awarded a loan and for how much.

Motion: George Handley moved to continue the appropriation to the following Council Meeting. Seconded by David Shipley.

Vote: Approved 7:0.

Pending minutes – awaiting approval

Please note: these minutes have been prepared with a timestamp linking the agenda items to the video discussion. Electronic version of minutes will allow citizens to view discussion held during council meeting.

Policy Items Referred from the Planning Commission

5. An ordinance amending Provo City Code relating to permitted uses and yard requirements of the M1 Light Manufacturing Zone. Citywide application. (PLOT20200117) (3:25:08)

Robert Mills, Planner, presented. Lynn Schofield, Fire Marshal, also helped answer questions. Mr. Mills reviewed the proposal to amend the M1 light manufacturing zone adding language regarding a permitted use involving combustible materials. The change was written to be site-specific to Christensen Oil, not all M1 zone areas. Mr. Mills reviewed the memorandum of understanding (MOU). Councilors shared comments and asked questions. Councilor Shannon Ellsworth asked for pros and cons of making an amendment to just one portion of a particular zone; it seemed like spot zoning or PRO zones, which the city was trying to move away from doing. Gary McGinn, Community and Neighborhood Services Director, shared some insight into the impetus for this proposed solution; this was a way to permit the existing property owner to make improvements to the property, without creating a nonconforming right or expanding the use to other areas of the M1 zone. By having the MOU, it would outline the intent and make the situation more predictable for all. Neighborhood residents have had concerns about potential expansion of Christensen Oil; Mr. McGinn explained that the MOU would outline the nature of any changes at the site and this change would make official what the operation was already doing, as well as state their intent to continue operating on property which they already own.

Mr. McGinn noted some changes which still needed to be made to the MOU. He explained more details about the MOU and responded to several Councilors' questions. Councilor Shannon Ellsworth shared several questions she has received from constituents and wanted to review in more detail at the evening meeting. Councilor Bill Fillmore asked about the containment area for new tanks. Mr. Schofield indicated that the tanks would not be higher than the tanks next to the warehouse, so as to maintain open sightlines for the neighbors. ***Presentation only. This item was already scheduled for the Council Meeting on May 19, 2020.***

Closed Meeting

The Municipal Council or the Governing Board of the Redevelopment Agency will consider a motion to close the meeting for the purposes of holding a strategy session to discuss pending or reasonably imminent litigation, and/or to discuss the purchase, sale, exchange, or lease of real property, and/or the character, professional competence, or physical or mental health of an individual in conformance with 52-4-204 and 52-4-205 et. seq., Utah Code.

Brian Jones, Council Attorney, outlined the statutory basis for the meeting, which was to discuss the sale or purchase of real property and a strategy session regarding reasonably imminent litigation.

Motion: Travis Hoban moved to close the meeting. Seconded by Shannon Ellsworth
Vote: Approved 6:0, with David Harding excused.

Adjournment

Adjourned by unanimous consent.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: JMCKNIGHT
Department: Public Works
Requested Meeting Date: 10-06-2020

SUBJECT: New Airport Terminal Update. (20-234)

RECOMMENDATION: Informational item in anticipation of loan approval and public hearing on October 20th.

BACKGROUND: Council update on the new Airport terminal design and construction plan. The update will include discussion on financial timing and potential UDOT and internal loans.

FISCAL IMPACT: Yes

PRESENTER'S NAME: Dave Decker

REQUESTED DURATION OF PRESENTATION: 60 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-234

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: HSALZL
Department: Council
Requested Meeting Date: 10-06-2020

SUBJECT: A presentation regarding the development application process. (20-225)

RECOMMENDATION: Presentation only

BACKGROUND: Bill Peperone, Director of Development Services and Gary McGinn, Director of Community and Neighborhood Services are giving an overview of the development processes from the administrative point of view. They will cover what the process are for a developer from the initial application through Planning Commission and the Council. This presentation will include the processes for a simple rezone to a large multi-unit projects.

FISCAL IMPACT: none

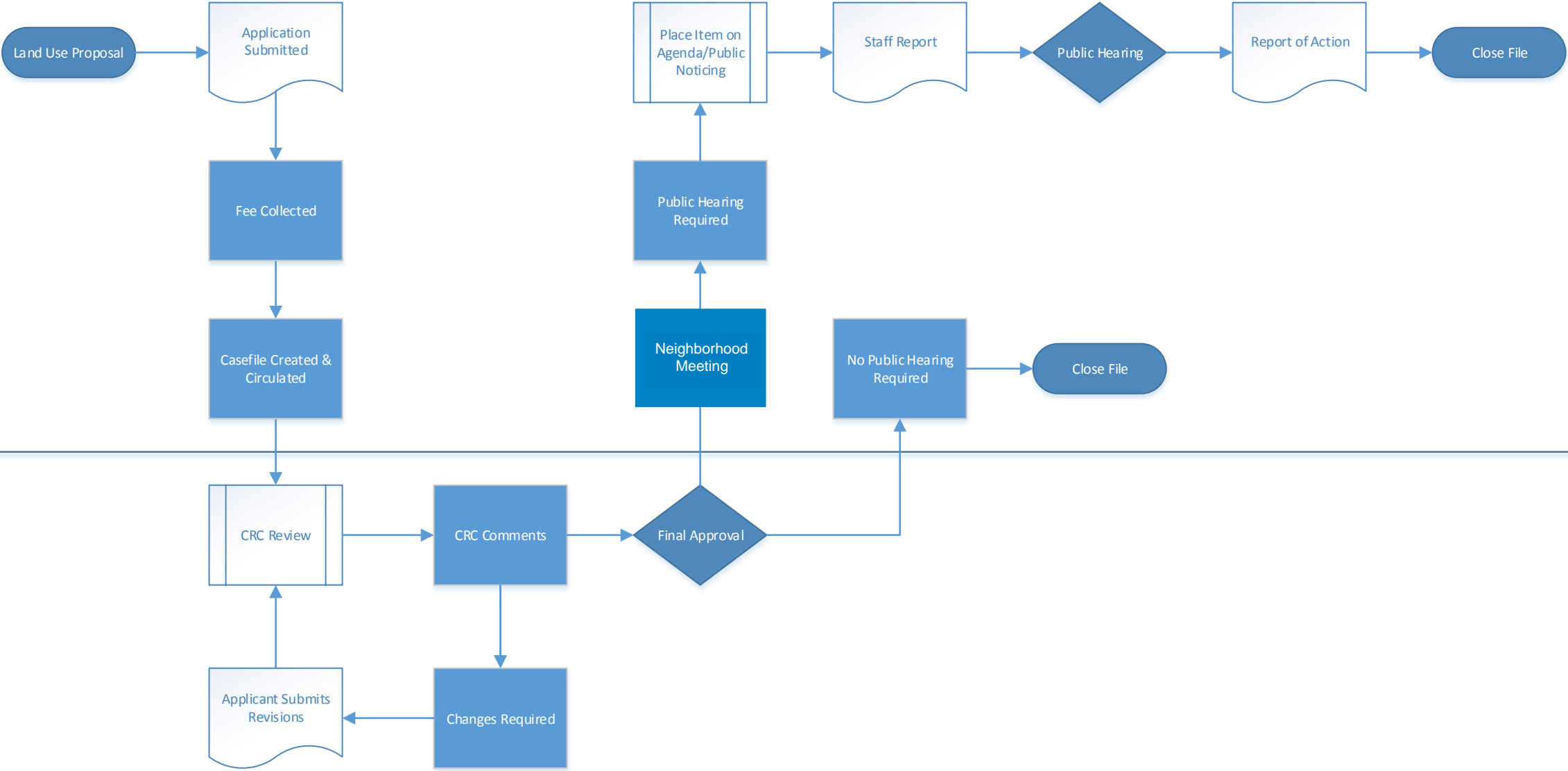
PRESENTER'S NAME: Gary McGinn and Bill Peperone

REQUESTED DURATION OF PRESENTATION: 25 Minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-225

Planning Process



Coordinator Review Committee

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 10-06-2020

SUBJECT: A presentation from the Public Gatherings Committee on proposed changes to Section 6.20 of Provo City Code (Public Assemblies and Special Events). (20-223)

RECOMMENDATION: Discussion item will be heard at the evening meeting

BACKGROUND: At the July 7, 2020 Council Work meeting there was a discussion about the permitting process for public gatherings and demonstrations. This was in response to the demonstration in Provo that lead to the shooting of a drive when they became surrounded by demonstrators. The Council created a subcommittee to look at Provo City's current ordinance regarding the permitting of such activities to see if more could be done to help regulate these activities to protect the general public's safety. After several meeting, the committee made changes to the ordinance. The ordinance regulates the use of traditional forums the committee looked at the use of theses spaces and decided it would be best to treat expressive speech such as political speech different than commercial speech such as the Freedom Festival. What is before you is an enhanced section guaranteeing the rights of expressive speech, while balancing the need for public safety. Included is a definition of a spontaneous event, banning the protesting in front of an individual residents, and a definition of what types of expressive speech events need a permit before than can take place. There is also some language to clarify existing language and to come into compliance with new Court rulings since the ordinance was last updated.

FISCAL IMPACT: none

PRESENTER'S NAME: John Magness, Policy Analyst

REQUESTED DURATION OF PRESENTATION: 45 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-223

Chapter 6.20

~~PUBLIC ASSEMBLIES AND~~ SPECIAL EVENTS, PUBLIC ASSEMBLIES AND OTHER EXPRESSIVE ACTIVITIES

Sections:

6.20.010 Intent.

6.20.020 Definitions.

6.20.030 Application and Permit Required.

6.20.040 Conditions for Issuing Permit.

6.20.045 Conditions for Denying or Revoking a Permit.

6.20.050 Application – Fees – Cost Recovery.

6.20.55 Unpermitted Special Events – Location – Cost Recovery.

6.20.060 Issuance, Suspension, Revocation – Cure – Appeal.

6.20.070 Conflicting Applications.

6.20.080 Enforcement.

6.20.090 Free Expression Regulation.

6.20.010 Intent.

(1) It is the intent of Provo City in this Chapter to regulate, consistent with the provisions of the Constitutions of the United States and the State of Utah, ~~special events~~ ,public ~~assemblies and special events~~ assemblies, and other expressive activities within Provo City in order to preserve the privacy of individual residences, and to protect the health, safety and welfare of all persons within the City, residents and visitors alike. It is the policy of Provo City to accommodate public assemblies and ~~special events~~ other expressive activities subject to reasonable time, place and manner restrictions.

(2) The issuance or nonissuance of a permit described in this Chapter is intended to be an action immune from suit as described in the Utah Governmental Immunity Act, Utah Code Section 63G-7-301 (5)(c), as amended.

(3) If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance shall prevail.

(4) 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 reminder of the ordinance shall not be affected thereby.

(Am 1987-43, Am 2015-24)

6.20.020 Definitions.

As used in this Chapter, unless the context shall otherwise require, the following terms shall have the following meanings:

“Applicant” means the individual, group or organization sponsoring or organizing a special event and applying for a special event permit pursuant to this Chapter.

“Application” or “permit application” means the City’s written application for a permit to hold a special event.

“Block Party” means an outdoor party organized by and for the residents of a block or neighborhood for which no admission is charged and no goods or services are offered for sale, and held in part on a portion of a residential street closed to vehicular traffic for a period of four or more hours at which there are:

1. 150 or more attendees at any one time; or
2. fireworks; or
3. portable water slides; or
4. bounce houses, or other high-risk activities as determined by the City; or
5. alcohol; or
6. open fires other than for outdoor cooking in contained barbecues or pits in compliance with Provo City Code 9.51.040(2)(d).

“Business days” means Mondays through Thursdays, and does not include Fridays, Saturdays, or legal holidays as outlined in Utah Code Section 63G-1-301, plus Christmas Eve and excepting Columbus Day and Veterans Day.

“Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of the City of Provo, Utah.

“Chief Building Official” means the Chief Building Official of the City of Provo, Utah.

“City” means the City of Provo, Utah.

“Event Organizer” means the individual, group or organization sponsoring or organizing an unpermitted special event or an expressive activity on public grounds for which the event organizer has no special event permit and which, as a direct result of the event organizer’s activity, requires ad hoc or improvised support services from the City to protect public safety and public or other property.

“Expressive activity” means:

- (i) peacefully assembling, protesting, or speaking;
- (ii) distributing literature;
- (iii) carrying a sign; or
- (iv) signature gathering or circulating a petition.

“Fire Chief” means the Chief of the Fire Department of the City of Provo, Utah.

“Health Director” means the Executive Director of the Utah County Health Department, or other Utah government official with the authority to grant a temporary mass gathering permit.

72 “Indigent natural person” means a person whose monthly income is one hundred twenty-five percent or
73 less of the current monthly poverty line annually established by the Secretary of Health and Human
74 Services pursuant to the Omnibus Budget Reconciliation Act of 1981, as amended.

75 “Neighborhood gathering, ” means an outdoor gathering organized by and for the residents of a block or
76 a neighborhood for which no admission is charged and no goods or services are offered for sale, and
77 held in part on a portion of a residential street closed to vehicular traffic, but which does not qualify as a
78 block party.

79 “Parade” means any march, walk or run, procession, demonstration, ~~counterdemonstration~~,
80 motorcade, or other similar activity consisting of persons, animals, vehicles or any combination thereof,
81 which assembles or travels in unison upon any public street, sidewalk, alley or other public right-of-way
82 within the City, that interferes with the normal flow or regulation of traffic upon the streets, sidewalks,
83 alley or other public right-of-way within the City and does not comply with normal or usual traffic
84 regulation or controls .

85 “Permitted event” means a special event for which a special event permitted has been issued.

86 “Person” means any individual human being, firm, partnership, association, corporation, company or
87 organization of any kind.

88 “Police Chief” means the Chief of the Police Department of the City of Provo, Utah.

89 “Public assembly” means a gathering of persons on public property with the purpose of exercising free
90 speech, association, assembly and similar ~~rights~~ expressive activity protected by the United States and
91 Utah Constitutions which interferes with or has a tendency to interfere with the normal flow or
92 regulation of pedestrian or vehicular traffic upon any public way, or other public grounds within the
93 City, or does not comply with normal or usual traffic regulation or controls; or which occupies any
94 public ~~area~~ grounds open to the general public to the exclusion of others.

95 “Public grounds” means the area outside a public building, as that term is defined in Utah Code
96 Section 11-61-102(5), that is a traditional public forum where members of the public may safely
97 gather to engage in expressive activity; “Public grounds” do not include:

- 98
99 (i) The interior of a public building; or
100 (ii) Any public property that is not a traditional public forum, such as, but not limited to,
101 sidewalks constructed primarily to assist patrons to negotiate the space between a parking
102 lot and the entrance of a Provo City facility as defined in accordance with the rulings of the
103 United States Supreme Court.
104

105 “Public way” means any public highway, street, alley, sidewalk, or other public right-of-way within the
106 City.

107 “Public Works Director” means the Director of the Public Works Department of the City of Provo,
108 Utah.

109 "Sidewalk" means any area or way set aside or open to the general public for purposes of pedestrian
110 traffic, whether or not it is paved.

111 "Special event" means:

112 (a) Any event, activity, or series of activities, including a planned public assembly, which:

113 (i) occurs on public property and significantly restricts or otherwise impacts the normal
114 access or use of the public property by the general public or adjacent property owners; or

115 (ii) occurs on public or private property and is subject to the requirement of obtaining a
116 temporary mass gathering permit.

117 (b) Special events may include but are not limited to block parties, [neighborhood gatherings](#),
118 street parties, fundraisers, public assemblies, movie productions and other filming, protests and
119 rallies, runs, races, walks, parades, and similar community events.

120 (c) The term "special event" does not include a gathering of persons at a location with
121 permanent facilities designed for that specific assembly (unless the designed occupancy levels
122 are exceeded), including:

123 (i) privately sponsored events which rent space inside City facilities;

124 (ii) programmed activities provided or managed by the City, i.e., recreational or senior center
125 programs;

126 (iii) any event that would otherwise fall within the definition of a special event held in a Provo
127 City park but which involves fewer than twenty-five (25) people at the same time within a
128 circumscribed one hundred (100) foot radius and does not interfere with the regular use of
129 the park by those who have reserved adjacent park facilities and/or the general public;

130 (iv) an activity on, and the permitting of, sports fields, sports facilities, park pavilions, or other
131 similar government facilities otherwise regulated by the Provo City Parks and Recreation
132 Department.

133 (d) The term "special event" does not include an unplanned or spontaneous public assembly
134 which due to nature and scope of the event does not result in the ~~unreasonable~~ obstruction of
135 [vehicular traffic on City streets](#) or [pedestrian traffic on City sidewalks](#), [ingress or egress to businesses](#)
136 [or residences](#), nor ~~unreasonably~~ compromise the City's ability to respond timely to a fire, medical
137 emergency, or other public safety emergency.

138 "Special event location" means the geographic area authorized by the City where a special event is to
139 take place.

140 "Special event permit" or "permit" means the permit issued by the City for a special event.

141 "Spontaneous Public Assembly" means a public assembly occasioned by news or affairs coming into
142 public knowledge less than forty-eight hours prior to such event.

143 "Street" means any place or way set aside or open to the general public for purposes of vehicular
144 traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.

145 "Support services" means those police, fire, inspection, sanitation and other special services, other
146 than basic routine everyday services, that are provided by the City for a fee, and that are necessary
147 for the safe and successful execution of the special event.

148 "Support services fees" means those fees set forth on the City's Consolidated Fee Schedule that are
149 charged by the City for providing support services for a special event, including a temporary mass
150 gathering.

151 "Temporary mass gathering permit" means the permit defined in, and issued pursuant to, Utah
152 Administrative Rule 392-400, obtained from the Division of Environmental Health, Utah County
153 Health Department.

154 "Traditional public forum" refers to: a public park or street, or a public sidewalk, as defined by the
155 United States Supreme Court, or as that Court may later define it.

156 "Unpermitted Special Event" means a special event held on public grounds for which the applicant or
157 event organizer has applied for or has not obtained a special event permit.

158 (Enacted 2015-24)

159 **6.20.030 Application and Permit Required.**

160 (1) All persons sponsoring, maintaining, promoting, or conducting a special event shall pay the
161 application processing fee, complete a permit application, and obtain a special event permit prior to
162 conducting the special event. A valid permit to hold a special event shall authorize any person
163 expressly named in the permit to engage in any lawful activity described in the permit.

164 (2) (a) A special event permit shall normally be granted upon:

165 (i) proper completion of the application for the permit;

166 (ii) the availability of the special event location for reservation;

167 (iii) the payment of all required fees, deposits, or posting of bonds;

168 (iv) the presentation of evidence that the applicant has complied with all the conditions set
169 forth in Provo City Code Section 6.20.040, ~~Provo City Code~~, and has secured all necessary
170 inspections and permits, including a temporary mass gathering permit, if required; and

(v) the applicant's certification that the conduct of the event will be in compliance with all applicable laws and regulations.

(b) Notwithstanding the foregoing, the Mayor or Mayor's designee may deny the issuance of a permit if after a careful and thorough review of the application, the Mayor or Mayor's designee makes written findings that:

(ia) there are compelling grounds to believe that the special event would either endanger the public's health, safety or welfare or interfere with another previously approved public assembly or special event; and

(iib) the Mayor or Mayor's designee cannot through reasonable governmental action address the concerns raised in Subsection (2)(a) of this Section. In taking reasonable government action to facilitate and protect the orderly conduct of public assemblies and special events, the Mayor is authorized to create buffer zones between groups by executive order where there is a history of violence between groups, or where an applicant for a group has at past events participated in acts of aggression or violence. The Mayor is also authorized to take such other actions consistent with free exercise of constitutional rights to prevent conflicting special events from interfering with each other or otherwise endangering the public's health, safety or welfare.

(iii) Denial of a permit may be appealed by following the administrative hearing process set forth in Provo City Code Chapter 3.06.

(3) A separate event permit shall be required for each location for which a temporary mass gathering permit is required. The permit shall identify the maximum number of people, vehicles, and/or animals permitted to assemble at the special event location. The specific activities to take place shall also be expressly stated in the permit. The permit holder shall not sell tickets to, nor allow to assemble at the special event location, more people, vehicles, and animals than the maximum permissible number specified in the permit.

(4) The permit requirements of this Chapter shall apply to government-sponsored fairs and other special events held on regularly established fairgrounds or other government property, and to public assemblies and special events sponsored by Provo City or expressly authorized by the Provo City Code, City ordinances, the Mayor's administrative directives, executive orders, or other City regulations.

(5) Applicant shall retain a copy of the special events permit with its conditions and keep such permit available for inspection at the event.

(Am 1987-43, Am 2006-15, Am 2015-24)

6.20.040 Conditions for Issuing Permit.

(1) In addition to identifying the maximum number of people, vehicles, and/or animals that will gather at the special event location as a condition for receiving the permit, applicants for permits shall:

(a) provide the name and contact information, including cell phone number, of an on-site representative who will be at the event and have authority to receive notices from the City and take action to comply as a result of that notice;

(b) certify that the maximum number of persons at the special event location shall not exceed the number which can reasonably safely gather at the special event location given the nature of the event; provided, that if the special event is to continue overnight, the maximum number shall not be more than are allowed to sleep within the boundaries of the special event location by the Provo City Code, City and County zoning or health ordinances, or other applicable health, safety or public welfare laws, ordinances, and regulations.

(2) An application that otherwise satisfies the requirements and conditions of this Chapter shall normally be approved if:

(a) The Fire Chief or the Fire Chief's designee finds:

(i) the special event complies with all applicable fire code rules and regulations;

(ii) if the special event location is to be enclosed, the plans therefor include a reasonable means of ingress and egress under normal and emergency conditions for all persons attending the special event; and

(iii) the plans include reasonable provisions for a first aid station which shall be sufficient to handle minor medical complaints;

(b) The Chief Building Official or the Chief Building Official's designee finds: if bleachers, a stage, or other similar structure(s) are to be used as part of the special event, the structures meet the minimum requirements of all applicable building codes;

(c) A valid temporary mass gathering permit has been issued by the appropriate health official, if such a permit is required under Utah Administrative Code Rule R392-400, as amended;

(d) The Director of the Department of Public Works or the Director's designee finds that the application for the special event includes plans for a reasonable method of collecting and disposing of all solid waste generated by the special event; and if the applicant requests closure of a public street for a block party, the applicant must be a resident living on, or a business located on the street, and must include a petition in favor of the event signed by two-thirds of residents and businesses on both sides of the street to be closed.

(2) The application to close a city street will be subject to such additional rules and regulations necessary to ensure that the street closure will not be detrimental to the public health, safety, or welfare.

(e) The Chief of Police or the Chief of Police's designee finds that the application for the special event includes adequate provisions for rerouting pedestrian and vehicular traffic and public safety for the special event, including, in the Chief's or the Chief's designee's discretion, that not less than one (1) security guard, licensed under the Utah Security

Personnel Licensing Act, Utah Code 58-63-101, as amended, is provided by the applicant for every seven hundred fifty (750) people expected to attend; and

(f) The applicant has complied with ~~the applicable~~ insurance and fee requirements contained in this Section and [Provo City Code](#) Section 6.20.050, ~~Provo City Code~~.

(3) The plans, specifications, prerequisites, and preconditions set forth in this Subsection that are incorporated into the application form the basis for the approval of the permit issued by the City and shall be performed by the applicant. Failure to perform the plans, specifications, prerequisites and preconditions incorporated into the application shall be grounds for the suspension or revocation of the permit. The intentional or negligent noncompliance with said plans, specifications, prerequisites and preconditions shall be unlawful.

(4) Insurance is required for special events unless the event is [a neighborhood gathering](#), ~~a~~ or a public assembly that qualifies for an exemption pursuant to Subsection (5) of this Section. Depending on the type of event, number of participants and other risk factors, applicants may be required to submit a risk mitigation plan even for events in which insurance is not required. Applicants required to provide insurance may choose one (1) of the following options:

(a) Applicants may provide a certificate of insurance with coverage of at least one million dollars (\$1,000,000.00) per occurrence with a two million dollar (\$2,000,000.00) aggregate limit naming Provo City, its officers, employees and volunteers as additional insureds. Required coverage limits will be determined based on the type of event, number of participants and other relevant risk factors. The certificate shall also state that coverage will not be canceled without ten (10) days' prior written notice to the City; or

(b) Applicants may choose special event insurance coverage through the City's insurance carrier by paying the Tenant User Liability Insurance Program (TULIP) policy premium. Applicants required to provide insurance shall provide such evidence of insurance prior to the issuance of a permit. Applicants shall also execute a standard City indemnification agreement if required to provide insurance [or](#)

[\(c\) Applicants may provide with the application a mitigation plan and proof of a lower amount of insurance that, nevertheless, is sufficient to cover the risk presented. Required coverage limits will be determined based on the type of event, number of participants and other relevant risk factors. The certificate shall also state that coverage will not be canceled without ten \(10\) days' prior written notice to the City;](#)

(5) The applicant for a permit for a planned public assembly who is indigent, [as defined in 6.20.020](#), shall not be required to provide insurance. To evidence indigency, the applicant shall submit [either](#) a notarized affidavit [of indigency](#), [or a notarized affidavit](#) certifying that:

(a) the costs for insurance to be imposed exceed the available resources of the applicant and the applicant does not reasonably foresee such funds becoming available before, during, or within a reasonable period after the planned public assembly, and

(b) the applicant is not charging participation fees or other admittance fees to the general public for the planned public assembly, and

(c) no other person is underwriting the cost of the planned public assembly.

(6) Permits for a special event that is a planned public assembly shall:

(a) Contain only such [narrowly tailored](#) restrictions on time, place, and manner as are reasonably related to Provo City's significant interests in furthering the public's health, safety and welfare, [in compliance with 6.20.090](#);

(b) Be issued upon applicant's agreement to pay for support services fees that reflect the City's cost of providing support services for the planned public assembly, unless the applicant is indigent. ~~In the event that~~ If the applicant for the planned public assembly permit can evidence indigency, the support services fee shall be a nominal fee reasonably related to the services requested by the applicant, based on the financial resources of the applicant. To evidence indigency, the applicant for a planned public assembly permit shall submit a notarized affidavit disclosing the resources available to the applicant and certifying that:

(i) the full cost for support services to be imposed exceeds the available resources of the applicant and the applicant does not reasonably foresee such funds becoming available within a reasonable period before, during, or within a reasonable period after the public assembly;

(ii) the applicant is not charging participation fees or other admittance fees to the general public for the public assembly; and

(iii) no other person is underwriting the cost of the planned public assembly.

(7) By signing the application, the applicant:

(a) Agrees to abide by all Federal, State and local laws, ordinances, rules, regulations, and administrative directives pertaining to the event, including all provisions of the Provo City Code, including, but not limited to:

(i) the noise provisions of [Provo City Code](#) Chapter 9.06, ~~Provo City Code~~;

(ii) the "commercial entertainment" provisions of [Provo City Code](#) Chapter 6.15, ~~Provo City Code~~; and

(iii) if the event is a parade, [Provo City Code](#) Chapter 6.23 and Section 9.14.220, ~~Provo City Code~~, as amended, regulating parades.

(b) Acknowledges that, unless expressly authorized in the special event permit, no special event shall take place between the hours of 12:00 a.m. and 6:00 a.m. and that no person associated with the special event shall place, construct, erect, use, or employ any tent or other enclosed shelter, vehicle, or trailer. Further, applicant agrees to return the special event location to public use promptly upon the expiration of the special event permit without damage, to remove all personal

property, equipment, vehicles, other property, and trash from the special event location, and to be responsible for leaving the special event location in a clean and orderly condition.

(Am 1987-43, Am 2002-35, Am 2006-08, Am 2006-45, Am 2015-24)

6.20.045 Conditions for Denying or Revoking a Permit

(1) An Applicant may be denied a special event permit or a permit may be revoked upon a finding of any of the following conditions:

(a) One or more of the approval criteria specified in Section 6.20.040 is not met;

(b) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process;

(c) The application for permit (including any required attachments and submissions) is not fully completed and executed;

(d) The application does not satisfy the requirements of this Chapter or administrative policies adopted thereto;

(e) The applicant fails to comply with any conditions of approval including, but not limited to:

(i) Remittance of fees, charges or deposits,

(ii) Submittal of an indemnification agreement and/or proof of insurance to the extent required,

(iii) Timely receipt of all required approvals;

(f) The applicant fails to agree as a condition of permit issuance that if City property is destroyed or damaged by reason of permittee's use, event or activity and the damage or destruction is directly attributable to the permittee, the permittee shall reimburse the City for the actual replacement or repair cost of the destroyed or damaged property;

(g) The applicant has damaged City property and has not paid in full for such damage or has other outstanding and unpaid debts related to a prior special event permit issued by the City

(h) The applicant is a minor;

(i) A fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular space or part hereof;

(j) The use or activity intended by the applicant would conflict with previously planned programs organized and conducted by Provo City and previously scheduled for the same time and place;

(k) The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, other users of City property, Provo City Employees or the public;

(l) The applicant has not complied or cannot comply with applicable licensure requirements, ordinances or regulations of Provo City concerning the sale or offering for sale of any goods or services;

(m) The use or activity intended by the applicant is prohibited by law, by this Code or ordinances of Provo City, or administrative policies.

(2) Appeal. If an application for a special event permit is denied or not issued, or a permit is suspended or revoked, the applicant or the permit holder may appeal that decision to by following the administrative hearing process set forth in Provo City Code Chapter 3.06.

6.20.050 Application – Fees – Cost Recovery.

(1) Application for a permit to hold an actual or anticipated special event shall be made in writing to the Provo City Customer Service Division ("Customer Service Division").

(2) The application shall contain a certification made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed [upon penalty of perjury](#) by the person making the application, or the person's duly authorized agent. A false statement shall be unlawful.

(3) The application shall contain and disclose:

(a) The name, age, residence and mailing address of the individual signing the application and the names and addresses of the person(s) applying for the special event permit; and, in the case of a person not a natural person, a certified copy of the legal document(s) creating said entity;

(b) The address and legal description of all property upon which the assembly is to be held together with the name, residence and address of the record owner(s) of such property or a map providing such information;

(c) If the property is not owned or controlled by Provo City, proof of ownership, lease, license or right to use all property upon which the special event is to be held or a statement made upon oath or affirmation by the record owner(s) of all such property that the applicant has permission to use such property for the special event;

(d) The nature or purpose of the special event;

(e) The total number of days and/or hours during which the special event will be held;

(f) The maximum number of persons, vehicles, and animals which the applicant shall permit to assemble at any time, not to exceed the maximum number which can reasonably assemble at the location of the special event as provided by this Chapter;

386 (g) The maximum number of tickets to be sold, if any;

387 (h) A complete description of all plans and arrangements made to comply with Section 6.20.040,
388 Provo City Code, including the following information:

389 (i) If the event is or includes a parade:

390 (i) The proposed route to be traveled, including the starting point and the termination point;

391 (ii) The approximate number of persons who, and number and type of animals and vehicles
392 which, will constitute the parade;

393 (iii) The proposed time when the parade will start and terminate;

394 (iv) A statement as to whether the parade is intended to occupy all or only a portion of the
395 width of the streets proposed to be traversed;

396 (v) The proposed location of any assembly and disbanding areas for such parade;

397 (vi) The proposed time at which units of the parade will begin to assemble at the assembly
398 area and will be finished disbanding at the disbanding area;

399 (vii) Minimum and maximum speed of parade units;

400 (viii) Maximum interval of space to be maintained between parade units;

401 (ix) The maximum length of the parade in miles or fractions thereof;

402 (j) The portions of the streets or sidewalks that may be occupied by the special event;

403 (k) The number and location of tents, booths, bleachers or other temporary structures to be used;

404 (l) The timing, location, and use of fireworks, smoke, or special effects or activities that may create a
405 risk of fire or injury;

406 (m) A description of any sound amplification equipment, including the number and the proposed
407 amplifying range and decibel level;

408 (n) A description of any banners, signs, or other attention getting devices proposed to be used in
409 connection with the event;

410 (o) A description of the types of animals; the types of vehicles to be used; the number of bands and
411 other musical units and sound trucks to be used;

412 (p) The number of persons who will be designated to monitor the event and the name of the
413 person in charge; and

414 (q) Such other information as the Fire Chief and/or Police Chief, or the Police Chief and/or Fire
415 Chief's designee(s) shall find necessary for the proper enforcement of this Chapter and the
416 preservation of public safety.

(4) **Fee.** An application review fee shall be collected at the time an application is submitted to the City's Licensing Division. The application review fee for special events shall be the amount set forth in the City Consolidated Fee Schedule. This fee is intended to cover the City's cost of reviewing the application and therefore is not refundable even if the permit is denied.

(5) **Cost Recovery.** If the application requires or requests the use of any City services, the applicant shall reimburse the City for all charges applicable for any such services agreed to be provided by the City. Unless rates for City services have been established by ordinance of the Municipal Council, standardized rates for City services may be established by administrative directive of the Mayor, which rates may not exceed the reasonable costs of providing such service. Rates established by administrative directive of the Mayor shall be reviewed annually and are subject to revision or updating, as needed, as a result of such review.

(6) Immediately after the special event, the permit holder shall be responsible for cleaning the special event area of litter and debris and disposing of all waste in accordance with City rules and regulations unless the City has agreed to provide such services. The permit holder shall also be responsible for immediately restoring property damaged, disturbed, or defaced in connection with the special event to the same condition existing before the event.

(7) Prior to the issuance of a special event permit, the applicant shall provide a deposit, in an amount equal to an estimate of:

(a) All City services agreed to be provided by the City; and

(b) The City's cost of cleaning the special event area of litter and debris and restoring any City property damaged in connection with the special event, if not adequately performed by the applicant.

Such deposit shall be in the form of a cash deposit, or a bond issued by surety acceptable to the City or an irrevocable letter of credit issued by a federally insured bank or savings institution licensed by the State of Utah, which bond or letter of credit shall be in a form approved by the City Attorney or the City Attorney's designee. Such deposit may be reduced for good performance by the applicant for three (3) consecutive years at previous special events as evidenced by prior events or other documentation and no outstanding amount owed to the City.

(8) Within a reasonable time after the conclusion of the event, the City shall mail or deliver to the permit holder an invoice for the cost of City services provided by the City and any costs incurred by the City in restoring the site. If the amount exceeds any cash deposit, the permit holder shall pay the unpaid portion of the invoice amount within thirty (30) days of the date that the invoice was mailed or delivered. If the amount is less than any cash deposit, the City shall return the excess to the permit holder within thirty (30) days.

(9) Provision of City services is based on availability. If such services are not available from the City, it shall be the applicant's responsibility to procure the services, either desired by the applicant or determined to be necessary by the City, at the sole expense of the applicant. Notwithstanding anything to the contrary in this Chapter, the City shall not be required to provide any service beyond

basic public safety services and those services that are necessary to keep the peace and maintain order.

(10) Indigent applicants for planned public assembly permits may be exempted from certain fees upon compliance with Provo City Code Sections 6.20.040(5) and (6)., ~~Provo City Code~~. (11) The City shall also be entitled to recover from the special event applicant or the organizer of an unpermitted special event any costs incurred by the City that are attributable to the unlawful conduct of the applicant or event organizer and any fees originally waived by the City for the applicant for a planned public assembly permit who claimed indigency on the application, but who is found not to be indigent.

(12) **Applicant Evaluation Process.** Applications are processed as they are received. Applications for special event permits shall be submitted at least sixty ninety (6090) business days prior to the date of the desired special event. Applications submitted after ninety (90) later than 60 business days prior to the desired special event may be denied if the City in the ordinary course of business is unable to arrange the necessary support services for the special event. Applications for a special event shall not be accepted sooner than October 1 of the prior calendar year.

(13) Applications for a special event shall:

(a) Be evaluated on a content-neutral basis to the extent required by law;

(b) Be evaluated and responded to by the City:

(i) within forty-five (45) business days from the receipt of the application, or

(ii) within five (5) business days from the receipt of a completed permit application for a planned public assembly:

(A*i*) that is intended to respond to current events, and

(B*ii*) which depends for its value on a timely response.

(14) Special event applications that require support services shall be referred to and reviewed by a City Special Events Review Committee established by the Mayor and comprised of representatives from various City departments who are routinely involved with the review of special event applications and providing support services for special events. Given the City's limited resources and the impact to the community, the Mayor or Mayor's designee shall have authority to limit the number of special event permits in any one calendar year and may establish courses for parades and races to minimize disruption to the public or prevent conflict among groups seeking to use the same route, time, location, or resources.

(Am 1987-43, Am 2015-24)

6.20.55 Unpermitted Special Events – Location – Cost Recovery

(1) **Location.** Permitted events shall be given preference over unpermitted events.

(a) Unpermitted special events shall not interfere with permitted events nor with the use of public grounds by the general public.

(b) When organizers or participants hold an unpermitted special event held on public grounds which are already in use by a permit holder, or the unpermitted special event interferes with or excludes the use of that location by the general public, the Mayor or the Mayor's designee may, to preserve public order, safety and health, designate an alternative location for the unpermitted event and direct participants to that location.

(2) Cost Recovery for Unpermitted Special Events. Within a reasonable time after the conclusion of the unpermitted event, the City shall mail or deliver to the event organizer an invoice for the cost of City services used for the event. Organizers of Unpermitted Special Events shall be billed at the rates listed in 6.20.050(5) or in the Consolidated Fee Schedule for:

(a) The ad hoc or improvised City support services used to keep the peace, protect public safety and property directly caused by the event organizer and participants of the unpermitted special event;

(b) The City's cost of cleaning the unpermitted special event area of litter and debris and restoring any City property damaged in connection with the special event, if not adequately performed by the event organizer.

(c) The organizer of the unpermitted event shall not be billed for the cost of support services directly caused by a hostile reaction from observers or counterdemonstrators.

(d) The City shall also be entitled to recover from the organizer of an unpermitted special event any costs incurred by the City that are attributable to the unlawful conduct of the event organizer.

(3) Billing. Within a reasonable time after the unpermitted event, the City shall mail or otherwise deliver to the organizer an invoice for the cost of City support services for the unpermitted event. The Organizer shall make payment for the full amount invoiced within 30 days of the date the invoice was mailed.

(4) Appeal. An organizer of an unpermitted special event may appeal the amount or process of cost recovery. Appeals shall be made by following the administrative hearing process in Provo City Code Chapter 3.06

6.20.060 Issuance, Suspension, Revocation – Cure – Appeal.

(1) Issuance. The Licensing Division shall issue a permit only after receipt of an application together with evidence that all terms, conditions, and provisions of this Chapter have been met.

(2) Suspension or Revocation. A special event permit may be suspended or revoked by the Mayor or the Mayor's designee, or by the Chief of Police or Fire Chief, or their respective designees, if it is determined that any required information submitted by the applicant was materially incorrect or

fraudulently provided, or that the permittee has violated any of the terms, conditions or provisions of the permit, any of the provisions of this Chapter, or other Federal, State, or City law, ordinance, regulation or administrative directive.

(3) Service of Notice. Where reasonably possible, a copy of the notice of revocation or suspension and notice to cure shall be provided to the holder of the permit. At the applicant's request, a copy of the notice may be sent by mail, fax, or email. Where an event creates the clear and present danger of immediate significant harm to life, public safety, or property and such danger cannot be reasonably mitigated by increased public safety enforcement, notice may be given by any means calculated to give actual notice to the applicant or on-site representative as soon as possible as outlined in 6.20.080(3).

(4) Cure. If the person responsible for the revocation or suspension under Subsection (2) of this Section or the Mayor determines that any permit that has been suspended or revoked pursuant to this Chapter is subject to reinstatement if certain conditions are met, notice to cure may be provided and the permit holder may be provided a reasonable opportunity to cure the unfulfilled condition, deficiency, or violation within a reasonable time frame.

(5) Failure to Cure. Failure to cure within the time frame designated in the notice shall result in the permit's permanent suspension or revocation.

(6) Appeal. If ~~for any reason an opportunity to cure is denied~~, an application is denied or not issued, or a permit is suspended or revoked, ~~or an opportunity to cure is denied~~ the applicant or the permit holder may appeal that decision ~~to the Mayor by following the administrative hearing process set forth in Chapter 3.06, Provo City Code.~~

(Rep&ReEn 1987-43, Am 2015-24)

6.20.070 Conflicting Applications.

(1) Conflict Priority Evaluation. When more than one (1) application for a special event or public assembly, each of which is compliant with this Chapter, is received for the same day and time and for the same or conflicting locations or routes, the Licensing Division shall issue a permit, subject to the other provisions of this Chapter, based on the following order of priorities:

(a) Events planned, organized or presented by State, Federal, or City governmental entities or their agents, if the governmental request is made in good faith and not with the intent or purpose of improperly chilling constitutionally protected rights of competing applicants;

(b) Historic usage by commercially related special events or advance planned free expression activities where the same applicant has been granted use of a particular location on City ~~forum~~ property at a particular date, time, and place for more than three (3) consecutive years;

(c) If neither Subsection (1)(a) nor (b) of this Section is applicable, priority shall be given to a first in time filing; and

(d) Notwithstanding anything in this Subsection to the contrary, exceptions may occur when the Mayor or the Mayor's designee finds that one (1) event provides greater benefit to the public than the competing event.

(2) Consideration for Unsuccessful Applicant. After granting the successful applicant's request for the time, place, manner and date for a special event, the Licensing Division shall authorize the unsuccessful applicant to hold a special event at use an appropriate alternative public forum time, place, manner or at another suitable time, place, date and manner.

(Enacted 2015-24)

6.20.080 Enforcement.

(1) The provisions of this Chapter may be enforced by any remedy available in law or equity.

(2) The holding of a special event in violation of any of the provisions or conditions contained in this Chapter shall be unlawful and shall be deemed a public nuisance, which may be abated as such.

(3) If a sworn law enforcement officer or fire official determines that any failure to cure a violation of this Chapter creates the clear and present danger of immediate significant harm to life, public safety, or property; such danger cannot be reasonably mitigated by increased public safety enforcement; and such danger, on balance, outweighs the constitutionally protected rights of the organizers or participants in the special event or public assembly, then the applicant, or the applicant's on-site representative, shall be notified that the permit is revoked and that the special event or public assembly must immediately cease and desist. Such a determination may only be made after consultation with the Police Chief or Fire Chief, or their respective designee.

(4) Any person who violates such a cease and desist order issued pursuant to Subsection (3) of this Section, or who fails or refuses to comply with, do, undertake, or perform any representation in their special event application or the plans thereto, shall be guilty of a misdemeanor. Each day that a violation continues shall constitute a separate violation.

(Ren 1986-40, Am 1987-43, Am 2015-24. Formerly 6.20.070)

6.20.085 Interference with a Special Event Prohibited

It shall be unlawful for any person to interfere with a special event permitted under this Chapter by engaging in the following acts when done with the intent to cause interference:

(a) Blocking, obstructing, or impeding the passage of participants, vehicles, or animals in the special event along the special event route;

(b) Walking or running, driving a vehicle, riding a bicycle or skateboard, or using any similar device through, between, with, or among participants, vehicles, or animals in the special event;

(c) Dropping, throwing, rolling, or flying any object toward, among, or between participants, vehicles, or animals in a special event;

(d) Grabbing at, taking hold of, hitting, pulling, or pushing any participant, vehicle, or animal in the special event or anything in the possession of any participant in the special event;

(e) Throwing, squirting, dumping, or dropping any liquid or gaseous substance on, toward, among, or between participants, vehicles, or animals in the special event.

6.20.090 Free Expressive Activity on Regulation.

(1) It is the policy of Provo City that persons and groups have a right to organize and participate in peaceful expressive activities including demonstrations, rallies, parades, signature gathering, marches, picketing or other similar actions conducted for the purpose of exercising their constitutional rights on those public grounds of the City, as defined herein, subject to reasonable time, place and manner restrictions designed to protect public safety, persons, and property and to accommodate the interests of persons not participating in the assemblies or expressive activities, including their privacy in their homes, their interests in using the streets and sidewalks to travel to their intended destinations, and to use the parks and park facilities for recreational purposes. In accordance with Utah Code Section 11-61-104, ~~Utah Code~~, Provo City may impose a generally applicable time, place, and manner restriction on expressive activity on public grounds:

(a) By ordinance; or

(b) By policy or practice that comports with this Section.

~~(2) For purposes of this Section:~~

~~(a) "Public grounds" means the area outside a public building, as that term is defined in Section 11-61-102(5), Utah Code, that is a traditional public forum where members of the public may safely gather to engage in expressive activity;~~

~~(b) "Traditional public forum" refers to: a public park or street, or a public sidewalk, as defined by the United States Supreme Court, or as that Court may later define it;~~

~~(c) "Public grounds" do not include:~~

~~(i) The interior of a public building; or~~

~~(ii) Any public property that is not a traditional public forum, such as, but not limited to, sidewalks constructed primarily to assist patrons to negotiate the space between a parking lot and the entrance of a Provo City facility as defined in accordance with the rulings of the United States Supreme Court.~~

~~(23)~~ In accordance with Utah Code Section 11-61-103, ~~Utah Code~~, this Section does not apply to:

(a) A restriction on expressive activity on public grounds that is imposed in order to comply with the Election Code, Utah Code Title 20A, ~~Utah Code, Election Code~~;

(b) Property that Provo owns or leases:

- (i) That is closed to public access; or
- (ii) Where State or Federal law restricts expressive activity; or
- (c) A limited or nonpublic forum governed by other applicable City or State law.
- (34) A generally applicable or individually applicable time, place, and manner restriction on expressive activity on public grounds imposed by City ordinance, policy, or practice shall comport with State law, constitutional law, and case law, and, in accordance with [Utah Code](#) Section 11-61-104 ~~Utah Code~~, shall be:
- (a) Narrowly tailored to serve an important governmental interest, including public access to the public building [or public grounds](#), public safety, and protection of public property;
- (b) Unrelated to the suppression of a particular message or the content of the expressive activity that the restriction addresses;
- (c) [Neutral toward the identity or associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event, except as may be relevant to protect those engaged in expressive activity and the public, as in Provo City Code 6.20.030\(2\)\(b\)\(ii\); and](#)
- (d~~e~~) [Leave open reasonable alternative means for the lawful expressive activity.](#)
- (5) [Expressive Activities-Guidelines-When Permit is Required](#)
- [Provo City has substantial governmental interests in maintaining public grounds in a safe and healthful condition, in managing competing uses of limited public grounds, and in keeping the peace or preserving public safety. In order to secure those interests and comply with individual rights under the Utah and the United States Constitution, expressive activities shall be regulated as follows:](#)
- A. [A special event permit is required for an expressive event on public grounds which, due to the nature and scope of the event:](#)
- (i) [impedes pedestrian or vehicular traffic; or](#)
- (ii) [occupies public grounds to the exclusion of others; or](#)
- (iii) [is otherwise classified as a "Special Event" under 6.20.020.](#)
- B. [A Special Event Permit is not required for expressive activities which do not meet the criteria in \(A\), above, or which are not classified as "Special Events" under 6.20.020.](#)
- C. [Limitations on City Support Services. The City shall not be required to provide any service beyond basic public safety services and those services that are necessary to keep the peace and maintain order during expressive activities, except as may be contracted for under a special events permit.](#)
- (6) [Residential Protesting or Picketing Prohibited.](#)
- (a) [It is unlawful for any person to engage protesting or picketing before or about the residence or dwelling of any individual in the city.](#)

(b) Expressive activities which violate noise restrictions, creating a public disturbance under 9,06 before or about the residence or dwelling of any individual in the city are unlawful.

~~(5)~~ (7) The Mayor is authorized to establish policies and practices consistent with this Chapter Section for City property, and may delegate such authority to department directors with regard to the City property they manage. All administrative policies must be in writing and may include, but are not limited to:

(a) Establishing limits on the number of special events in any calendar year;

(b) Establishing routes for parades, processions, marches etc.;

(c) Establishing Force Majeure clause;

(a) Protecting property;

(b) Protecting public safety;

(c) Protecting individuals' rights;

(d) Ensuring public health, safety, and welfare.

(6) This Section is not intended to infringe on the rights individuals have to use public grounds forums in accordance with State law.

(Enacted 2019-22)

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 10-06-2020

SUBJECT: A discussion about the renewal of the Urban Deer Program. (20-224)

RECOMMENDATION: Discussion and input

BACKGROUND: On July 07, 2019 Provo city entered into an agreement Humphries Archery, LLC to provide for urban deer remove in accordance with the Urban Deer Plan approved by the Council. The contract was for one year and allowed for the city to renew the contract. The year has expired, and the Council need to make a decision if they wish to continue with the urban deer removal program and renew the contract with Humphries Archery.

FISCAL IMPACT: Will need an allocation of funds to cover the contract.

PRESENTER'S NAME: Camille Williams, Deputy City Attorney

REQUESTED DURATION OF PRESENTATION: 30 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-224

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 10-06-2020

SUBJECT: An update on the utility billing errors that stem from the system conversion in July 2020. (20-235)

RECOMMENDATION: Presentation only

BACKGROUND: Since Provo switched over to its new billing system there have been errors on resident's utility bills. Some of this was caused by a change in the number of billing days while others to appear to be issues with the conversion of data from the old system to the new. The administration has been working through these issues to resolve the problems. They are giving an update on the status of correcting the remaining issues with the new system, along with how they have dealt with customer complaints.

FISCAL IMPACT: none

PRESENTER'S NAME: TBD

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-235

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: JOHNB
Department: Administrative Services
Requested Meeting Date: 10-06-2020

SUBJECT: A presentation about the Cares Act OIG Audit Guidelines (20-227)

RECOMMENDATION: No Action

BACKGROUND: Discuss recent changes received from the OIG Audit Guidelines.

FISCAL IMPACT:

PRESENTER'S NAME: Kelsey Zarbock

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-227

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: JMAGNESS
Department: Council
Requested Meeting Date: 10-06-2020

SUBJECT: An update from Mr Ralph Clegg, Executive Director Utah County Health Department on Utah County and Provo COVID 19 cases and strategies to prevent the spread of COVID 19. (20-226)

RECOMMENDATION: Presentation only

BACKGROUND: Mr. Clegg from the Utah County Health Department will give the Council an update on the County's response to COVID 19. This will include a discussion about the increased number of cases since the start of the school year. HE will give an update of the data and what the county plans to do after October 20 when their mask mandate is set to expire.

FISCAL IMPACT: none

PRESENTER'S NAME: Ralph Clegg, Executive Director Utah County Health Department

REQUESTED DURATION OF PRESENTATION: 30 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-226

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: DMORTENSEN
Department: Finance
Requested Meeting Date: 10-06-2020

SUBJECT: A Discussion Regarding a Budget Appropriation to Correct Elements of the Fiscal Year 2020-2021 Budget Related to the Cemetery (20-228)

RECOMMENDATION: Presentation Only. Approval of the appropriation resolution will be requested in the 10/20/20 Council Meeting.

BACKGROUND: In the preparation of the Fiscal Year 2021 budget, there were errors made in Cemetery Personnel accounts that need to be corrected in order for Cemetery to have the budgeted funds necessary to operate at current staffing levels through the end of the fiscal year.

FISCAL IMPACT: \$56,147 from General Fund Balance

PRESENTER'S NAME: David Mortensen

REQUESTED DURATION OF PRESENTATION: 10 Minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: 20-228

1 RESOLUTION 2020-.

2
3 A RESOLUTION APPROPRIATING \$56,147 IN THE GENERAL FUND TO
4 CORRECT ELEMENTS OF THE FISCAL YEAR 2020-2021 BUDGET
5 RELATED TO THE CEMETERY. ()
6

7 WHEREAS, the Municipal Council of Provo City Corporation has received a
8 recommendation from the Provo City Finance Division that \$56,147 be appropriated in the
9 General Fund to correct elements of the Fiscal Year 2020-2021 budget related to the Cemetery;
10 and
11

12 WHEREAS, on October 20, 2020, the Municipal Council met to ascertain the facts
13 regarding this matter and receive public comment, which facts and comments are found in the
14 public record of the Council's consideration; and
15

16 WHEREAS, all persons for and against the proposed appropriation were given an
17 opportunity to be heard; and
18

19 WHEREAS, after considering the Mayor's recommendation, and facts and comments
20 presented to the Municipal Council, the Municipal Council finds the proposed appropriation
21 reasonably furthers the health, safety, and general welfare of the citizens of Provo City.
22

23 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah as
24 follows:
25

26 PART I:
27

28 The Mayor is hereby authorized to appropriate \$56,147 in the General Fund to correct
29 elements of the Fiscal Year 2020-2021 Budget related to the Cemetery, applying to the fiscal year
30 ending June 30, 2021.
31

32 PART II:
33

34 This resolution shall take effect immediately.
35

36 END OF RESOLUTION.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: DWALTER
Department: Development Services
Requested Meeting Date: 10-06-2020

SUBJECT: Blue Sky Tax Increment Proposal. (20-229) and (20-230)

RECOMMENDATION: Approve resolutions and interlocal Agreements to allow tax increment financing for the Blue Sky development.

BACKGROUND: Staff has been working with McKay Christensen on a proposed mixed-use development at the corner of Center Street and 100 East. The ground floor will be commercial and the remaining floors will be residential with a mix of studio, one- and two-bedroom apartments. Mr. Christensen intends to provide all the necessary parking for his project in a parking structure at the center of the complex.

FISCAL IMPACT: \$2,446,323 over a 12-year period

PRESENTER'S NAME: David Walter

REQUESTED DURATION OF PRESENTATION: 30 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: 20-229 and 20-230

Provo City (*Redevelopment*)

Staff Memorandum

Center Street Community Development Project Area

October 6, 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 <ul style="list-style-type: none">Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District Action Requested <ul style="list-style-type: none">Staff recommends that the Redevelopment Agency Board approve the attached resolutions approving the proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District and authorizing the Chief Executive Officer to sign the proposed Interlocal Agreements Relevant City Policies <ul style="list-style-type: none">Pursue economic development initiativesJob Creation and DiversificationProvide Housing Opportunities Budget Impact <ul style="list-style-type: none">Staff is estimating a sum of \$ \$2,446,323 from the 12-year tax increment stream Description of this item <ul style="list-style-type: none">Previously, the City Council approved the creation of the Center Street Community Development Project Area to help continue the revitalization of downtown Provo. Staff has been working with McKay Christensen on a
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	<p>proposed mixed-use development at the corner of Center Street and 100 East. The ground floor will be commercial and the remaining floors will be residential with a mix of studio, one- and two-bedroom apartments. Mr. Christensen intends to provide all the necessary parking for his project in a parking structure at the center of the complex.</p> <ul style="list-style-type: none"> ● Mr. Christensen is requesting assistance from the Redevelopment Agency for tax increment financing to help bridge the gap between his equity financing and his construction loans. This would be the first time the Center Street Community Development Area would be activated for tax increment purposes. ● 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 expansion and use it to help pay for the construction of parking for the Riverwoods. ● 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	<p>Resolution approving the interlocal with Provo City</p> <p>Resolution approving the interlocal with Utah County</p> <p>Resolution approving the interlocal with Provo School District</p> <p>Resolution approving the interlocal with the Central Utah Water Conservancy District</p>

1 RESOLUTION 2020-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 PROVO CITY AUTHORIZING THE USE OF TAX INCREMENT IN THE
6 CENTER STREET COMMUNITY DEVELOPMENT PROJECT AREA. ()
7

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

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

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

22 WHEREAS, on _____, the Governing Board of the Agency held a duly noticed public
23 meeting to ascertain the facts regarding this matter, which facts and comments are found in the
24 hearing record; and
25

26 WHEREAS, all persons for and against the proposed Agreement were given an opportunity
27 to be heard; and
28

29 WHEREAS, after considering the facts presented to the Governing Board, the Agency
30 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
31 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
32 reasonably furthers the health, safety and general welfare of the citizens of Provo.
33

34 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
35 Agency of Provo City, Utah, as follows:
36

37 PART I:
38

39 1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit
40 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized to

41 execute the Agreement, which may include non-substantive amendments to the Agreement to
42 achieve proper legal form.

43
44 2. The Interlocal Agreement shall be effective immediately upon execution.

45
46 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
47 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
48 to proper form and compliance with applicable law.

49
50 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
51 and the Interlocal Agreement shall be available at the principal place of business of the City located
52 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
53 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
54 Section 11-13-219.

55
56 PART II:

57
58 This resolution shall take effect immediately.

59
60 END OF RESOLUTION.

Exhibit 1

INTERLOCAL AGREEMENT FOR THE PROVO 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 CENTER STREET COMMUNITY DEVELOPMENT Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on June 18, 2013, 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 NINETY-FIVE percent (95%) of the Taxing Entity’s portion of the Tax Increment generated within the Project Area (the “**Agency Share**”) for 12 years, for tax years 2022 through 2033 (to be paid in 2034) 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 \$579,043 (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 it 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:

1 RESOLUTION 2020-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 CENTRAL UTAH WATER CONSERVANCY DISTRICT AUTHORIZING THE USE
6 OF TAX INCREMENT IN THE CENTER STREET COMMUNITY
7 DEVELOPMENT PROJECT AREA. ()
8

9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and the Central Utah
10 Water Conservancy District (the “District”) desire to approve and enter into the Interlocal Agreement
11 attached hereto as Exhibit 1 (the “Agreement”); and
12

13 WHEREAS, the Agreement provides that the District consents to the Agency receiving
14 certain property tax increment from a portion of the Center Street Community Development
15 Project Area (the “Project Area”) attributable to the District’s tax levy and that such tax increment
16 be used to fund the Project Area and the Center Street Community Development Project Area Plan
17 (the “Plan”); and
18

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

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

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

30 WHEREAS, after considering the facts presented to the Governing Board, the Agency
31 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
32 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
33 reasonably furthers the health, safety and general welfare of the citizens of Provo.
34

35 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
36 Agency of Provo City, Utah, as follows:
37

38 PART I:
39

40 1. The Interlocal Agreement between the Agency and the District attached here to as
41 Exhibit 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized
42 to execute the Agreement, which may include non-substantive amendments to the Agreement to
43 achieve proper legal form.

44
45 2. The Interlocal Agreement shall be effective immediately upon execution.

46
47 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
48 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
49 to proper form and compliance with applicable law.

50
51 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
52 and the Interlocal Agreement shall be available at the principal place of business of the City located
53 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
54 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
55 Section 11-13-219.

56
57 PART II:

58
59 This resolution shall take effect immediately.

60
61 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE PROVO CENTER STREET
COMMUNITY DEVELOPMENT 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 Center Street Community Development Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on June 18, 2013 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 950 percent (95%) of the Taxing Entity’s portion of the Tax Increment generated within the Project Area (the “**Agency Share**”) for 12 years, for tax years 2022 through 2033 (to be paid in 2034) 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 \$122,677 (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 it 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:

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**”.

I. 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

J. WHEREAS the Agency created the Center Street Community Development Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on June, 18, 2013, 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

K. 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

L. 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

M. 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

N. 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

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

P. 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.

h. 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 2022 through 2034 (to be paid in 2035) 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.

i. 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.

j. 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.

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

l. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed \$73,385 (the “**Maximum Amount**”).

m. 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.

n. 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.

19. 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).

20. 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.

21. 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.

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

i. 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.

j. 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.

k. 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.

l. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

m. 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.

n. 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.

o. 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.

p. 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.

23. 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.

24. 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.

25. Due Diligence. Each Party acknowledges for itself that it 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.

26. 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.

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

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

29. 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,

f. such holding or action shall be strictly construed;

g. such provision shall be fully severable;

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

i. 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

j. 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.

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

31. 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.

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

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

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

35. 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:

1 RESOLUTION 2020-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 PROVO SCHOOL DISTRICT AUTHORIZING THE USE OF TAX
6 INCREMENT IN THE CENTER STREET COMMUNITY DEVELOPMENT
7 PROJECT AREA. ()
8

9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo School
10 District (the “District”) desire to approve and enter into the Interlocal Agreement attached hereto
11 as Exhibit 1 (the “Agreement”); and
12

13 WHEREAS, the Agreement provides that the District consents to the Agency receiving
14 certain property tax increment from a portion of the CENTER STREET COMMUNITY
15 DEVELOPMENT Project Area (the “Project Area”) attributable to the District’s tax levy and that
16 such tax increment be used to fund the Project Area and the CENTER STREET COMMUNITY
17 DEVELOPMENT Project Area Plan (the “Plan”); and
18

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

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

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

30 WHEREAS, after considering the facts presented to the Governing Board, the Agency
31 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
32 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
33 reasonably furthers the health, safety and general welfare of the citizens of Provo.
34

35 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
36 Agency of Provo City, Utah, as follows:
37

38 PART I:
39

40 1. The Interlocal Agreement between the Agency and the District attached here to as
41 Exhibit 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized
42 to execute the Agreement, which may include non-substantive amendments to the Agreement to
43 achieve proper legal form.

44
45 2. The Interlocal Agreement shall be effective immediately upon execution.

46
47 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
48 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
49 to proper form and compliance with applicable law.

50
51 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
52 and the Interlocal Agreement shall be available at the principal place of business of the City located
53 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
54 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
55 Section 11-13-219.

56
57 PART II:

58
59 This resolution shall take effect immediately.

60
61 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE CENTER STREET COMMUNITY
DEVELOPMENT 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 “**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 CENTER STREET COMMUNITY DEVELOPMENT Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on June 18, 2013, 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 2022 through 2034 (to be paid in 2035) 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 \$1,626,446 (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 it 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:

1 RESOLUTION 2020-RDA.

2
3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 UTAH COUNTY AUTHORIZING THE USE OF TAX INCREMENT IN THE
6 CENTER STREET COMMUNITY DEVELOPMENT PROJECT AREA. ()

7
8 WHEREAS, the Redevelopment Agency of Provo City (the "Agency") and Utah County
9 (the "County") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit
10 1 (the "Agreement"); and

11
12 WHEREAS, the Agreement provides that the County consents to the Agency receiving
13 certain property tax increment from a portion of the CENTER STREET COMMUNITY
14 DEVELOPMENT Project Area (the "Project Area") attributable to the County's tax levy and that
15 such tax increment be used to fund the Project Area and the CENTER STREET COMMUNITY
16 DEVELOPMENT Project Area Plan (the "Plan"); and

17
18 WHEREAS, Section 11-13-202.5 of the Utah State Code, as amended, requires certain
19 interlocal agreements to be approved by resolution of the legislative body, governing board,
20 council or other governing body of a public agency; and

21
22 WHEREAS, on, the Governing Board of the Agency held a duly noticed public meeting to
23 ascertain the facts regarding this matter, which facts and comments are found in the hearing record;
24 and

25
26 WHEREAS, all persons for and against the proposed Agreement were given an opportunity
27 to be heard; and

28
29 WHEREAS, after considering the facts presented to the Governing Board, the Agency
30 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
31 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
32 reasonably furthers the health, safety and general welfare of the citizens of Provo.

33
34 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
35 Agency of Provo City, Utah, as follows:

36
37 PART I:

38
39 1. The Interlocal Agreement between the Agency and the County attached here to as
40 Exhibit 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized

41 to execute the Agreement, which may include non-substantive amendments to the Agreement to
42 achieve proper legal form.

43
44 2. The Interlocal Agreement shall be effective immediately upon execution.

45
46 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
47 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
48 to proper form and compliance with applicable law.

49
50 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
51 and the Interlocal Agreement shall be available at the principal place of business of the City located
52 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
53 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
54 Section 11-13-219.

55
56 PART II:

57
58 This resolution shall take effect immediately.

59
60 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE PROVO CENTER STREET
COMMUNITY DEVELOPMENT 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 CENTER STREET COMMUNITY DEVELOPMENT Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on June 18, 2013, 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 2022 through 2033 (to be paid in 2034) 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 \$118,157 (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 it 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:

1 RESOLUTION 2020-~~RDA~~.

2
3 A RESOLUTION AUTHORIZING ~~PROVO CITY THE REDEVELOPMENT~~
4 ~~AGENCY OF PROVO CITY~~ TO ENTER INTO AN INTERLOCAL
5 AGREEMENT WITH ~~PROVO CITY THE REDEVELOPMENT AGENCY OF~~
6 ~~PROVO CITY~~ AUTHORIZING THE USE OF TAX INCREMENT IN THE
7 CENTER STREET COMMUNITY DEVELOPMENT PROJECT AREA. ()
8

9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo City (the
10 “City”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the
11 “Agreement”); and
12

13 WHEREAS, the Agreement provides that the City consents to the Agency receiving certain
14 property tax increment from a portion of the South Downtown Community Development Project
15 Area (the “Project Area”) attributable to the City’s tax levy and that such tax increment be used to
16 fund the Project Area and the Center Street Community Development Project Area Plan (the
17 “Plan”); and
18

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

23 WHEREAS, on _____, the ~~Governing Board of the Agency~~Municipal Council of the City
24 held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and
25 comments are found in the hearing record; and
26

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

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

36 NOW, THEREFORE, be it resolved by the ~~Governing Board of the Redevelopment~~
37 AgencyMunicipal Council of Provo City, Utah, as follows:
38

39 PART I:
40

41 1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit
42 1 is hereby approved and the ~~Chief Executive Officer~~Mayor, or his or her designee, is authorized
43 to execute the Agreement, which may include non-substantive amendments to the Agreement to
44 achieve proper legal form.

45
46 2. The Interlocal Agreement shall be effective immediately upon execution.

47
48 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
49 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
50 to proper form and compliance with applicable law.

51
52 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
53 and the Interlocal Agreement shall be available at the principal place of business of the City located
54 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
55 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
56 Section 11-13-219.

57
58 PART II:

59
60 This resolution shall take effect immediately.

61
62 END OF RESOLUTION.

Exhibit 1

INTERLOCAL AGREEMENT FOR THE PROVO 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 CENTER STREET COMMUNITY DEVELOPMENT Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on June 18, 2013, 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 NINETY-FIVE percent (95%) of the Taxing Entity’s portion of the Tax Increment generated within the Project Area (the “**Agency Share**”) for 12 years, for tax years 2022 through 2033 (to be paid in 2034) 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 \$579,043 (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 it 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:

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: DWALTER
Department: Development Services
Requested Meeting Date: 10-06-2020

SUBJECT: Riverwoods Community Reinvestment Project Area Interlocal Agreements.
(20-231) and (20-232)

RECOMMENDATION: Adopt resolutions approving the proposed interlocal agreements between the Redevelopment Agency and the City of Provo, the Provo School District, Utah County and the Central Water Conservation District.

BACKGROUND: Previously, the City Council approved the creation of the Riverwoods Community Reinvestment Area as Qualtrics announced their corporate headquarters expansion. Qualtrics is now seeking to expand their offices and employees here in Provo. They will be adding at least 150,000 square feet of office space and two parking structures to help house over 1,000 additional employees they expect to hire over the next 10 years. Qualtrics will make some of the parking available to other visitors to the Riverwoods Business park. The attached resolutions and agreements are the vehicle for the City to provide tax increment financing to help support this expansion.

FISCAL IMPACT: \$1,737,000 over 12 years

PRESENTER'S NAME: David Walter

REQUESTED DURATION OF PRESENTATION: 30 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: 20-231 and 20-232

Provo City (*Redevelopment*)

Staff Memorandum

Riverwoods Project Area

October 6, 2020

<p>Department Head</p> <p>Bill Peperone 852-6402</p> <p>Presenter</p> <p>David Walter 852-6167</p> <p>Required Time for Presentation</p> <p>15 Minutes</p> <p>Is This Time Sensitive</p> <p>No</p> <p>Case File # (if applicable)</p> <p>Not applicable</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">Approval of Proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District <p>Action Requested</p> <ul style="list-style-type: none">Staff recommends that the Redevelopment Agency Board approve the attached resolutions approving the proposed Interlocal Agreements between the Redevelopment Agency of Provo City and Provo City, Utah County, Provo School District and the Central Utah Water Conservancy District and authorizing the Chief Executive Officer to sign the proposed Interlocal Agreements <p>Relevant City Policies</p> <ul style="list-style-type: none">Pursue economic development initiativesJob Creation and DiversificationProvide Housing Opportunities <p>Budget Impact</p> <ul style="list-style-type: none">Staff is estimating a sum of \$ \$1,737,300 from the 12-year tax increment stream <p>Description of this item</p> <ul style="list-style-type: none">Previously, the City Council approved the creation of the Riverwoods Community Reinvestment Area as Qualtrics announced their corporate headquarters expansion. Qualtrics is a significant corporate member of the Provo community. Qualtrics is a customer experience
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	<p>management platform that focuses on collecting, organizing, and understanding important data relative to customers and employees. Businesses and non-profits can then better understand what drives their customers to act. Qualtrics aims to help their clients further improve by focusing on retention, loyalty, and overall satisfaction related to customers.</p> <ul style="list-style-type: none"> • Qualtrics works by organizing and collecting important metrics relative to customer experience. From there, Qualtrics' customers can better understand any changes that need to be made and take any necessary action. • Qualtrics is now seeking to expand their offices and employees here in Provo. They will be adding at least 150,000 square feet of office space and two parking structures to help house over 1,000 additional employees they expect to hire over the next 10 years. Qualtrics will make some of the parking available to other visitors to the Riverwoods Business park. • 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 expansion and use it to help pay for the construction of parking for the Riverwoods. • 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	<p>Resolution approving the interlocal with Provo City</p> <p>Resolution approving the interlocal with Utah County</p> <p>Resolution approving the interlocal with Provo School District</p> <p>Resolution approving the interlocal with the Central Utah Water Conservancy District</p>

1 RESOLUTION 2019-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 PROVO SCHOOL DISTRICT AUTHORIZING THE USE OF TAX
6 INCREMENT IN THE RIVERWOODS COMMUNITY REINVESTMENT
7 PROJECT AREA. ()
8

9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo School
10 District (the “District”) desire to approve and enter into the Interlocal Agreement attached hereto
11 as Exhibit 1 (the “Agreement”); and
12

13 WHEREAS, the Agreement provides that the District consents to the Agency receiving
14 certain property tax increment from a portion of the Riverwoods Community Reinvestment Project
15 Area (the “Project Area”) attributable to the District’s tax levy and that such tax increment be used
16 to fund the Project Area and the Riverwoods Community Reinvestment Project Area Plan (the
17 “Plan”); and
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19 WHEREAS, Section 11-13-202.5 of the Utah State Code, as amended, requires certain
20 interlocal agreements to be approved by resolution of the legislative body, governing board,
21 council or other governing body of a public agency; and
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23 WHEREAS, on, the Governing Board of the Agency held a duly noticed public meeting to
24 ascertain the facts regarding this matter, which facts and comments are found in the hearing record;
25 and
26

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

30 WHEREAS, after considering the facts presented to the Governing Board, the Agency
31 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
32 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
33 reasonably furthers the health, safety and general welfare of the citizens of Provo.
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35 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
36 Agency of Provo City, Utah, as follows:
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38 PART I:
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40 1. The Interlocal Agreement between the Agency and the District attached here to as
41 Exhibit 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized
42 to execute the Agreement, which may include non-substantive amendments to the Agreement to
43 achieve proper legal form.

44
45 2. The Interlocal Agreement shall be effective immediately upon execution.

46
47 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
48 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
49 to proper form and compliance with applicable law.

50
51 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
52 and the Interlocal Agreement shall be available at the principal place of business of the City located
53 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
54 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
55 Section 11-13-219.

56
57 PART II:

58
59 This resolution shall take effect immediately.

60
61 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE RIVERWOODS 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 “**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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$1,389,907 (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 it 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 RIVERWOODS 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 “**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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$1,389,907 (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 it 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:

1 RESOLUTION 2020-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 CENTRAL UTAH WATER CONSERVANCY DISTRICT AUTHORIZING THE USE
6 OF TAX INCREMENT IN THE RIVERWOODS COMMUNITY
7 REINVESTMENT PROJECT AREA. ()
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9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and the Central Utah
10 Water Conservancy District (the “District”) desire to approve and enter into the Interlocal Agreement
11 attached hereto as Exhibit 1 (the “Agreement”); and
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14 certain property tax increment from a portion of the Riverwoods Community Reinvestment Project
15 Area (the “Project Area”) attributable to the District’s tax levy and that such tax increment be used
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21 council or other governing body of a public agency; and
22

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

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

30 WHEREAS, after considering the facts presented to the Governing Board, the Agency
31 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
32 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
33 reasonably furthers the health, safety and general welfare of the citizens of Provo.
34

35 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
36 Agency of Provo City, Utah, as follows:
37

38 PART I:
39

40 1. The Interlocal Agreement between the Agency and the District attached here to as
41 Exhibit 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized
42 to execute the Agreement, which may include non-substantive amendments to the Agreement to
43 achieve proper legal form.

44
45 2. The Interlocal Agreement shall be effective immediately upon execution.

46
47 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
48 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
49 to proper form and compliance with applicable law.

50
51 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
52 and the Interlocal Agreement shall be available at the principal place of business of the City located
53 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
54 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
55 Section 11-13-219.

56
57 PART II:

58
59 This resolution shall take effect immediately.

60
61 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE PROVO RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$73,385 (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 it 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 RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$73,385 (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 it 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:

1 RESOLUTION 2020-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 UTAH COUNTY AUTHORIZING THE USE OF TAX INCREMENT IN THE
6 RIVERWOODS COMMUNITY REINVESTMENT PROJECT AREA. ()
7

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

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

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

22 WHEREAS, on, the Governing Board of the Agency held a duly noticed public meeting to
23 ascertain the facts regarding this matter, which facts and comments are found in the hearing record;
24 and
25

26 WHEREAS, all persons for and against the proposed Agreement were given an opportunity
27 to be heard; and
28

29 WHEREAS, after considering the facts presented to the Governing Board, the Agency
30 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
31 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
32 reasonably furthers the health, safety and general welfare of the citizens of Provo.
33

34 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
35 Agency of Provo City, Utah, as follows:
36

37 PART I:
38

39 1. The Interlocal Agreement between the Agency and the County attached here to as
40 Exhibit 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized

41 to execute the Agreement, which may include non-substantive amendments to the Agreement to
42 achieve proper legal form.

43
44 2. The Interlocal Agreement shall be effective immediately upon execution.

45
46 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
47 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
48 to proper form and compliance with applicable law.

49
50 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
51 and the Interlocal Agreement shall be available at the principal place of business of the City located
52 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
53 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
54 Section 11-13-219.

55
56 PART II:

57
58 This resolution shall take effect immediately.

59
60 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE PROVO RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$95,924 (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 it 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 RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$95,924 (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 it 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:

1 RESOLUTION 2020-RDA.
2

3 A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF
4 PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
5 PROVO CITY AUTHORIZING THE USE OF TAX INCREMENT IN THE
6 RIVERWOODS COMMUNITY DEVELOPMENT PROJECT AREA. ()
7

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

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

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

22 WHEREAS, on _____, the Governing Board of the Agency held a duly noticed public
23 meeting to ascertain the facts regarding this matter, which facts and comments are found in the
24 hearing record; and
25

26 WHEREAS, all persons for and against the proposed Agreement were given an opportunity
27 to be heard; and
28

29 WHEREAS, after considering the facts presented to the Governing Board, the Agency
30 finds (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the Chief Executive
31 Officer, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
32 reasonably furthers the health, safety and general welfare of the citizens of Provo.
33

34 NOW, THEREFORE, be it resolved by the Governing Board of the Redevelopment
35 Agency of Provo City, Utah, as follows:
36

37 PART I:
38

39 1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit
40 1 is hereby approved and the Chief Executive Officer, or his or her designee, is authorized to

41 execute the Agreement, which may include non-substantive amendments to the Agreement to
42 achieve proper legal form.

43
44 2. The Interlocal Agreement shall be effective immediately upon execution.

45
46 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
47 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
48 to proper form and compliance with applicable law.

49
50 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
51 and the Interlocal Agreement shall be available at the principal place of business of the City located
52 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
53 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
54 Section 11-13-219.

55
56 PART II:

57
58 This resolution shall take effect immediately.

59
60 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE PROVO RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$371,117 (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 it 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 RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$371,117 (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 it 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:

1 RESOLUTION 2020-~~RDA~~.

2
3 A RESOLUTION AUTHORIZING ~~PROVO CITY THE REDEVELOPMENT~~
4 ~~AGENCY OF PROVO CITY~~ TO ENTER INTO AN INTERLOCAL
5 AGREEMENT WITH ~~PROVO CITY THE REDEVELOPMENT AGENCY OF~~
6 ~~PROVO CITY~~ AUTHORIZING THE USE OF TAX INCREMENT IN THE
7 RIVERWOODS COMMUNITY DEVELOPMENT PROJECT AREA. ()
8

9 WHEREAS, the Redevelopment Agency of Provo City (the “Agency”) and Provo City (the
10 “City”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit 1 (the
11 “Agreement”); and
12

13 WHEREAS, the Agreement provides that the City consents to the Agency receiving certain
14 property tax increment from a portion of ~~the South Downtown Community Development~~
15 ~~Project~~Riverwoods Area (the “Project Area”) attributable to the City’s tax levy and that such tax
16 increment be used to fund the Project Area and the ~~South Downtown Community~~
17 ~~Development~~Riverwoods Project Area Plan (the “Plan”); and
18

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

23 WHEREAS, on _____, the ~~Governing Board of the Agency~~Municipal Council of the City
24 held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and
25 comments are found in the hearing record; and
26

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

30 WHEREAS, after considering the facts presented to the ~~Governing Board~~Municipal
31 Council, the ~~Agency City~~ finds (i) the Agreement attached hereto as Exhibit 1 should be approved;
32 (ii) the ~~Chief Executive Officer~~Mayor, or his/her designee, should be authorized to execute the
33 Agreement; and (iii) said Agreement reasonably furthers the health, safety and general welfare of
34 the citizens of Provo.
35

36 NOW, THEREFORE, be it resolved by the ~~Governing Board of the Redevelopment~~
37 AgencyMunicipal Council of Provo City, Utah, as follows:
38

39 PART I:
40

41 1. The Interlocal Agreement between the Agency and the City attached here to as Exhibit
42 1 is hereby approved and the ~~Chief Executive Officer~~Mayor, or his or her designee, is authorized
43 to execute the Agreement, which may include non-substantive amendments to the Agreement to
44 achieve proper legal form.

45
46 2. The Interlocal Agreement shall be effective immediately upon execution.

47
48 3. Pursuant to Section 11-13-202.5 of the Utah Code, as amended, the Interlocal Agreement
49 shall be submitted to legal counsel of the Agency for review and signature indicating approval as
50 to proper form and compliance with applicable law.

51
52 4. Pursuant to Section 11-13-219(3)(c)(ii) of the Utah Code, as amended, this resolution
53 and the Interlocal Agreement shall be available at the principal place of business of the City located
54 at 351 West Center Street, Provo, Utah, during regular business hours for 30 days after the
55 publication of the notice, if any, of this resolution and/or the Interlocal Agreement pursuant to
56 Section 11-13-219.

57
58 PART II:

59
60 This resolution shall take effect immediately.

61
62 END OF RESOLUTION.

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE PROVO RIVERWOODS 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 Riverwoods Community Reinvestment Project Area (the “**Project Area**”) and adopted a project area plan for the Project Area (the “**Project Area Plan**”) on May 6, 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 2022 through 2034 (to be paid in 2035) 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 \$371,117 (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 it 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: