



## PROVO MUNICIPAL COUNCIL

### Work Meeting

1:30 PM, Tuesday, July 06, 2021

Hybrid Meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) or 351 W Center Street, Provo, UT 84601

This meeting will be conducted as a hybrid meeting, with in-person components as well as virtual meeting access. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) and [facebook.com/provocouncil](https://www.facebook.com/provocouncil). If one platform is unavailable, please try the other. If both services are down or unavailable, after a reasonable (but short) time waiting to see if the services resume, the remainder of the meeting will be postponed to the next week, with appropriate public notice given of the rescheduled date. If you do not have access to the Internet, you can join via telephone following the instructions below. The in-person meeting will be held in the **Council Chambers**.

**To listen to the meeting by phone: July 06 Work Meeting: Dial 346-248-7799. Enter Meeting ID 844 1159 6736 and press #. When asked for a participant ID, press #.**

### Agenda

Roll Call  
Prayer

### Approval of Minutes

April 20, 2021 Work Meeting  
May 4, 2021 Work Meeting  
June 1, 2021 Work Meeting  
June 15, 2021 Work Meeting

### Business

1. A presentation regarding the Neighborhood Program. (21-071)
2. A resolution approving Veracity Networks LLC's assignment of franchise agreement to Firstdigital Communications, LLC. (21-057)
3. A presentation on Envision Utah's Valley Visioning work. (21-080)
4. An ordinance updating Provo City Code to remove gendered language and to make other minor corrections for consistency and stylistic purposes. (21-073)
5. A Resolution Appropriating \$1,250,175 in the Legacy CIP Fund for the Acquisition of Land near Slate Canyon (21-058)

6. A presentation regarding a new Golf Cart Lease for the Golf Course. (21-081)
7. A discussion regarding the Council's priorities for future appropriations from the Legacy CIP Fund. (21-037)

## 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

### Hybrid Meeting Protocol

For the past year, the Provo City Municipal Council has been meeting without an anchor location, pursuant to Utah's *Open and Public Meetings Act*, and has instead conducted all meetings online. Notwithstanding the ongoing coronavirus pandemic and Utah County's moderate level of coronavirus transmission, **the Municipal Council has determined to hold its meetings at an anchor location AND online**. We invite interested persons to participate:

- in the Council Chambers located at the City Center building; OR
- online by watching the live broadcasts at [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) and [facebook.com/provocouncil](https://www.facebook.com/provocouncil).

There will be limited seating available in the Council Chambers and we encourage attendees to maintain appropriate health protocols such as wearing masks and social distancing. Public comment may be received in person OR online (by calling in or logging onto the Zoom Webinar) which are detailed in meeting notices and agendas, and on the broadcasts. Follow the instructions provided on public notices of each meeting.

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

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

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

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

The next Work Meeting will be held on Tuesday, July 20, 2021. The meeting will be conducted **as a hybrid meeting**. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

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

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative 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](mailto: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](https://www.youtube.com/ProvoCityCouncil).

### Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting

will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

**Notice of Compliance with Public Noticing Regulations**

This meeting will be conducted as a hybrid meeting. The public can attend in person at 351 W. Center Street, Provo, UT 84601. The meeting will also be available to view on YouTube at [youtube.com/ProvoCityCouncil](https://www.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](https://www.agendas.provo.org). Council meeting agendas are available through the Utah Public Meeting Notice website at [utah.gov/pmn](https://www.utah.gov/pmn), which also offers email subscriptions to notices.

# *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.



## **PROVO MUNICIPAL COUNCIL**

### **Work Meeting Minutes**

12:00 PM, Tuesday, April 20, 2021

Hybrid Meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) or Council Chambers,  
351 W Center Street, Provo, UT 84601

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

#### **Roll Call**

The following elected officials participated:

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

#### **Prayer**

Councilor David Sewell offered the prayer.

#### **Approval of Minutes**

December 15, 2020 Work Meeting  
March 16, 2021 Work Meeting  
*Approved by unanimous consent.*

#### **Business**

- 1. A presentation regarding the Mayor's Office fiscal year 2021-2022 budget. (21-015) ([0:21:56](#))**

Wayne Parker, CAO, gave an overview on the functions of the Mayor's Office. He shared the four pillars that Mayor Michelle Kaufusi has identified as priorities in fiscal year 2022: safe and sound, forward-looking, economically vibrant, and welcoming. Beyond the general department functions, Mr. Parker highlighted other outreach, public engagement efforts, accomplishments, and recognitions of the Mayor's Office and City generally. In response to a question from Councilor Shannon Ellsworth, Mr. Parker explained that "Provo Pulse" was a survey program conducted through Qualtrics. It was designed to take a quick pulse of a given issue by sending a brief survey of 3-4 questions to about 3500 emails of informed and engaged residents.

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Councilor David Harding noted there was some overlap between the Mayor’s four pillars and some past areas of focus the Council had identified. He thought those pillars were important to consider as the Council considers policy direction for the City. Ms. Ellsworth observed that there were so many different city websites and social media accounts. She asked about ways the City could streamline these and reduce redundancy. Mr. Parker explained that it was time for substantial updates to the City website; they were waiting until the Workday HR software project was complete, in order to free up time and resources within the Information Systems department. He noted that some of the side websites had cropped up due to the limitations of the format and structure of the outdated City website. *Presentation only.*

### **2. A presentation regarding Public Works (Fleet) fiscal year 2021-2022 budget. (21-015) ([0:47:30](#))**

Brian Torgersen, Public Services Division Director, introduced the presentation and Warren Merritt, Fleet Manager, presented. Mr. Merritt highlighted the challenges impacting fleet funding. Jimmy McKnight, Public Works Budget Analyst, shared details on how fleet replacement was implemented to balance the number of vehicles replaced along with balancing the budget over time (since some vehicles like dump trucks cost more). The City’s Fleet Advisory Committee has recommended a request of an additional \$89,000 in this year’s base budget to cover recommended General Fund fleet replacements in the coming fiscal year.

Councilor David Shipley asked whether there were any loans (i.e., lease agreements with vehicle manufacturers, etc.) for vehicle purchases which carried over multiple years. Mr. McKnight shared more details about how the fleet vehicles are purchased through the fleet replacement fund. Mr. McKnight noted that some more sophisticated technological vehicles or heavy equipment may be sourced through an outside vendor or bid out due to their specialized nature but were all reflected in the costs covered by the fleet replacement fund.

Councilor George Handley asked about the savings from hybrid vehicles due to increased mileage and fuel-efficiency, along with the longer lifespan and lower long-term maintenance costs associated with such vehicles. Mr. Torgersen noted that these savings appeared in the City’s operational funds across all departments but did not necessarily show in the fleet replacement fund specifically. Mr. Shipley clarified the meaning of this explanation—the Council’s policy on alternative-fuel vehicles is costing more for fleet replacement up-front with the purchase of hybrids, but the policy has resulted in operational savings on fuel costs and maintenance, which are passed on as savings to individual departments.

Councilor David Harding asked for additional clarification on the savings associated with hybrid vehicles. Mr. Merritt explained that the maintenance schedule for many hybrid vehicles with oil changes and other routine maintenance was relatively similar to traditional vehicles. Brake pads were one of the main areas of maintenance savings. Studies show that the fuel savings are visible over a period of about 5.5 years. The higher resale cost will also appear on the back end of vehicle replacement. Mr. Harding had several more detailed questions that he indicated he could follow up on directly with Mr. Merritt. Mr. McKnight clarified additional information about the vehicle replacement bank and how this interfaced with specific departments. All vehicle purchases occur from a general fund account for vehicle replacement. Any department with

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specific vehicle needs all have their vehicle purchases handled this way. If a specific department had higher cost vehicles due to specialized needs, this would be reflected in the general services account rather than the department budget. All vehicle operations, such as maintenance and fuel costs, are handled through the department's budget. *Presentation only.*

### **3. A resolution supporting the submittal of the 2021 Land and Water Conservation Grant application to secure grant funding to aid providing park improvements for the Provo Regional Sports Park. (21-052) ([1:12:39](#))**

Doug Robins, Parks and Recreation Assistant Director, presented. The department was drafting a grant proposal that needed a statement of commitment from the Council to include with the application. The Land and Water Conservation Fund is a federal grant generated through federal land resources and leases throughout the country. It is administered locally by the Utah Division of Natural Resources and State Parks. Mr. Robins said that Exchange Park, Riverside Park, the Provo River Trail, and Provost, Sertoma, South Fork, and Fort Utah Parks were all constructed with LCWF. The grant requires that the City match the funds up front, after which the costs are reimbursed to the City with the grant. The City uses Parks and Recreation Capital Improvement Project funds for the match. They have requested the Council's support and that the Council approve the accompanying resolution. *Presentation only. This item was already scheduled for the Council Meeting on April 20, 2021.*

### **4. A presentation by Dr. Rugh regarding diversity and inclusion. (21-056) ([1:15:45](#))**

Dr. Jacob Rugh, professor of sociology at BYU, presented. He began by comparing the U.S. military, multiracial religious congregations, multiracial families or interracial couples, and athletic teams—all these groups have distinct goals that are not related to racial diversity and inclusion, but their main goals benefit from having diversity, equity, and inclusion. Dr. Rugh discussed a mutual obligations approach proposed by Emerson & Yancey (2011 Oxford University Press) which balances obligations from both majority and minority members to lead to beneficial outcomes. He noted examples of this approach and how it often works when grounded in common core values and genuine respect. There are many shared values in Provo, including faith, family, hard work, civic life, pioneering, freedom, education, and independence.

Dr. Rugh shared more of his background; he has many generations of family history connected to Provo and the early Saints' migration to Utah. He was raised on the South Side of Chicago where his ward was one of the most racially integrated congregations in a very integrated neighborhood in a city that was largely still very racially segregated. He shared the stories and background of his family's friends and community members when he was a kid and young adult. Their church congregation always included integrated leadership teams; research has shown how important this is for young children of color and in Dr. Rugh's experience, it made a lasting impression on him as well. He made a list comparing his experience growing up in Chicago with that of his kids growing up in Utah and there were many similarities that surprised him. Dr. Rugh also highlighted BYU's recent efforts with their Committee on Race, Equity, and Belonging, which recently released a report available online at [race.byu.edu](https://race.byu.edu). The committee is comprised of many people with different racial backgrounds and professional backgrounds, as well as other differences. Their joint values and commitment to the mission of BYU aligns them around a

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shared goal. This initiative has been a major focus of President Kevin Worthen, who said this will be a defining part of BYU now and many years into the future.

Dr. Rugh shared stories of Provo residents related to common community values in Provo. He illustrated these ideas with data from the area as well, using Census, Zillow, and other statistics. There are many dimensions of diversity among Provo residents, including religious affiliation, disability, gender, race and ethnicity, marital status, education, occupation, and age or generation. Some statistics Dr. Rugh cited related to age, household type, homeownership levels, non-white populations in Provo, and types of housing. By examining changes to many of these statistics, the data illustrates paradigms of change and stability in Provo. He noted that Hispanic/Latino was the largest racial minority group in both Provo in the U.S., increasing from 3% in Provo in 1970 to 25.6% in 2019. As of 2019, 83% of Latinos in Provo are U.S. citizens. Dr. Rugh also noted that housing was central to many considerations with diversity and inclusion as housing was the greatest source of wealth for Americans. Dr. Rugh also shared evidence-based methods surrounding programs to achieve better representation, sharing research from the Harvard Business Review as well as data from one of his BYU colleagues, Jessica Preece. He noted that diversity had a spiritual dimension as well, which involved agency, sacrifice, and reconciliation. Diversity can start to become a meaningless term because it is used to describe so many things; by anchoring diversity in core values, it becomes concrete and attainable.

Councilors shared comments and feedback. Councilor George Handley thought the data and stories were compelling and rang true of his experience in Provo. He wondered how to better engage Provo's Latino population. Dr. Rugh shared Tinesha Zandamela's experience running for office in Provo; when she canvassed heavily Latino neighborhoods, residents there were impressed that she even cared. Dr. Rugh suggested that it would take creative approaches to outreach. He suggested there are Latino graduates of BYU or UVU could be great ambassadors and help reach those communities. There are also opportunities to engage people in the workplace and across faith communities.

Councilor Shannon Ellsworth was interested in how to make public spaces and the built environment safer for women and others. Dr. Rugh suggested making inclusion a fundamental part of the design and planning process, rather than an afterthought or add-on. Many other jurisdictions have best practices in place that could be instructive for Provo. Councilor Bill Fillmore expressed appreciation for this enlightening presentation and said he suspected several Councilors would like to visit with Dr. Rugh again soon. Councilor David Sewell also said he found the presentation very enlightening and eye-opening. Councilor David Harding also appreciated Dr. Rugh's approach; he felt that so much of the national dialogue was polarizing. Mr. Harding shared other ideas and mentioned political representation. Dr. Rugh said that descriptive versus substantive representation was an important element that political scientists examine, and research shows that it is important. ***Presentation only.***

### **5. A presentation from BikeWalk Provo on how people get around in Provo. (21-055) ([2:32:11](#))**

Austin Taylor, Executive Director of BikeWalk Provo, presented. BikeWalk Provo is a 501c3 non-profit advocacy group in Provo. Chris Wiltsie, BikeWalk Provo volunteer and Bike Utah,

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also presented. Mr. Taylor commended the City’s Engineering division for the work they have done in recent years to make important improvements for active transportation, including slowing cars on collector streets, planting street trees, and adding new bike lanes and sidewalks on 900 West. Mr. Taylor also thanked Dave Decker, Public Works Director, for his direction and support of those improvements.

BikeWalk Provo received a recent grant which they used to collect streetlight data to show how people move and get around in Provo. Mr. Taylor explained how the streetlight data was gathered and how it was used to illustrate a broader picture of how different users travel. They created a GIS barrier around Provo and analyzing the data, determined that 37% of automobile trips happen within the City limits (meaning that both the origin and destination of those trips occur within Provo). Of those trips, the vast majority are under 3 miles; 3 miles is the typical bike-shed (where it is more practical and likely that people would ride a bike). The pedestrian trip range is typically up to .5 or 1 mile. Bicycle commuters may make longer trips of up to 6 miles. Mr. Taylor elaborated on the patterns of cyclist traffic shown by the streetlight data, which shows concentrations around the urban core and for travelers going to work and school. Mr. Taylor and Mr. Wiltsie elaborated on the pedestrian data and noted how this was impacted by the connectivity of Provo’s neighborhoods and pedestrian infrastructure.

There are many interconnected factors that impact the built environment, including travel patterns, transportation policies and investments, and land development patterns. The City has the ability to look at factors within its control. Active transportation, including cycling and walking, contribute to the physical health of the populace, and the environmental, social, and economic health and safety of the community. One of the prime considerations for the city is limiting distance between origins and destinations by limiting parking lots, building houses closer together, and other strategies to bring these concepts into the transportation system.

Mr. Taylor shared a document from Mountainland Association of Governments about connectivity in communities and he highlighted several strategies the City could pursue:

- Origins and destinations (a factor of zoning)
- Adopt complete streets policy
- Adopt form-based code
- Spread out same uses in different areas of the city
  - Provo’s zoning is use-based; this is much easier to do under form-based code
- Legalize ADUs citywide
  - This would help meet critical housing needs in a way that would not require new infrastructure from the City. Such an approach raises densities in an incremental way that does not change the character of the neighborhood.
- Expand TOD (transit-oriented development) and “middle housing” zones
  - There is potential for more TOD development along the UVX route, such as along 700 North where UVX comes every 5 mins which are still zoned RC with low-density duplexes. More transit-oriented denser housing along 700 North and elsewhere would expand the range of active transportation.
- Middle housing zones – expand use of LDR and MDR zones

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Councilor Shannon Ellsworth thanked Mr. Taylor and Mr. Wiltsie for their data-driven and -illustrated presentation. Councilor George Handley, who rides an e-bike, was excited to promote other alternatives of active transit. He thought that if Provo residents could catch onto the ease, vision, and convenience of active transportation, that would be amazing; short vehicle trips are the most fuel-inefficient trips. ***Presentation only.***

### **6. A presentation regarding the Provo City Parking Master Plan. (21-028) (2:57:36)**

Gary McGinn, Community and Neighborhood Services Director, presented. He shared details on parking planning, coordination, and enforcement. He noted that parking issues were complex and very nuanced. Javin Weaver, Planner, also presented. He highlighted the strategic items at the end of the parking management plan. He highlighted each of the primary recommended action items and how they have accomplished each of these objectives:

1. Organizational planning and leadership
2. Proactive program and facility planning
3. Effective Program Management
4. Leverage Technology
5. Responsible Asset Management
6. Customer-Oriented Communications, Education and Service
7. Mobility and Transportation Management
8. Financial Accountability and Training

Sandy Bussio, Parking Enforcement Administrator, presented. She shared background information on parking enforcement and management, noting that there has been some reorganization of the role as it has been moved between several different departments over the last few years. One of the biggest challenges has been retaining parking enforcement staff. She noted that the 72-hour violations were some of the most challenging and time-consuming to enforce as license plate-readers could not help with this.

Councilors asked questions and shared comments. Councilor David Shipley asked about the parking financials and whether there was a lag in our collections process. Ms. Bussio shared details on the delay in the collections process. Mr. Shipley also asked about the challenges with staffing levels. Ms. Bussio indicated that the graveyard shift was the most difficult to fill as they typically needed more experienced and mature employees due to the security concerns. Mr. McGinn also noted the impact of the soft hiring-freeze on their operations. Councilor David Harding shared comments on graveyard shift compensation and said he felt the City has made great progress with parking over the last five years. Mr. McGinn was interested in coming back to do a deep dive on parking. Councilor David Sewell was interested in more information on the tenure for parking enforcement staffing. Ms. Bussio said that since 2017, they have had 12 parttime parking officers terminate their employment. Most have left for promotions from their fulltime jobs or have graduated from college and moved on. A fulltime staff member is still with the city and they hope to hire another fulltime staff for the graveyard shift. ***Presentation only.***

### **7. A discussion regarding the Council's budget priorities for FY 2021-2022. (21-015) (3:32:36)**

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Cliff Strachan, Council Executive Director, presented. Mr. Strachan highlighted the Council's previously discussed priorities and how these items related to the supplemental list, noting that more requests were received than funds available. David Mortensen, Budget Officer, also presented. Mr. Mortensen highlighted the supplemental requests, which were categorized as critical, necessary, or aspirational. He noted that funds cut due to the COVID-19 pandemic were addressed separately from regular supplemental requests. There were 18 requests deemed critical totaling about \$2.2 million; of this, only \$60,000 was for one-time funding and the rest was for ongoing funding. Mr. Mortensen reviewed the supplemental requests in more detail.

Councilor David Sewell opened the Council discussion; he noted the purpose of the discussion and he reviewed a previous budget intent statement that the Council had drafted. He noted that the Council may need to take a more granular approach to restoring pre-pandemic funding as some items may be better deferred until the following year.

Councilors shared comments. Councilor George Handley felt that funding a sustainability coordinator position was a critical need for the city. Councilor David Harding shared feedback arising from the Carryovers Committee's work and review of the carryovers process. He felt the Council should develop outcome-based priorities and allow the City Administration to develop their requests in response. Mr. Sewell noted that the focus of the discussion at this time was only on ongoing expenses. Councilor David Shipley was supportive and appreciated Mr. Sewell's efforts to reach consensus and hear the concerns of Councilors. Mr. Shipley agreed that the Council could include outcome-based intent language to build in an element of accountability in the budget. Mr. Handley also felt the public safety and police officer funding was important. He was interested in the Administration's feedback about how to meet these needs. He agreed with Councilors' previous comments regarding outcome-based evaluation of the budget. Councilor Shannon Ellsworth also agreed with previous comments. She hoped the City could identify a short-term and long-term plan for how to meet the needs of additional officers. She noted that many items in the budget represented substantial quality-of-life issues for many Provo residents.

Councilor Bill Fillmore agreed with the previously stated priorities, including restoring the market rate compensation study. He also liked the idea of phasing police staffing since some pertains to airport support and would not be needed until the new terminal was complete. Councilor Travis Hoban echoed earlier comments regarding a police officer staffing plan from the Mayor and City Administration. Councilor David Harding supported the priorities identified in the budget intent document. He supported identifying priorities, desired outcomes, and asking Administration to come back with a budget that addresses these; he thought it best to leave the details to them. He was also interested in understanding the opportunity costs of the different requests that were being made to a specific department such as Community and Neighborhood Services.

Mr. Sewell asked the Mayor for her feedback. Mayor Michelle Kaufusi said that this budget priorities document was very helpful and gave City Administration a path to follow. She acknowledged the sacrifices made by city employees during the pandemic and hoped the Council could help her identify creative ways to make it work. Mayor Kaufusi also passed along Police Chief Rich Ferguson's comments regarding police officer staffing; his main concern was how to keep pace with growth in Provo. Mr. Shipley suggested the Council add a line in the document

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that was a forward-looking statement about public safety staffing over the next several years. Mr. Handley wondered if the Council's stated intention was enough and whether a statement was needed. Councilors were supportive of the language displayed on-screen.

**Motion:** Bill Fillmore moved to pass the budget priorities statement displayed on the screen. Seconded by Travis Hoban.

**Vote:** Approved 7:0.

### **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 basis for the Closed Meeting.

**Motion:** Shannon Ellsworth moved to enter a closed session. Seconded by David Harding.

**Vote:** Approved 7:0.

### **Adjournment**

*Adjourned by unanimous consent.*

# *Pending minutes – awaiting approval*

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## **PROVO MUNICIPAL COUNCIL**

### **Work Meeting Minutes**

12:00 PM, Tuesday, May 04, 2021

Hybrid meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) or 351 W Center Street, Provo, UT 84601

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

#### **Roll Call**

The following elected officials participated:

Council Chair David Sewell, conducting  
Council Vice-chair David Shipley  
Councilor George Handley, arrived 1:12 PM  
Councilor Bill Fillmore  
Councilor Shannon Ellsworth, arrived 12:12 PM  
Councilor David Harding  
Councilor Travis Hoban  
Mayor Michelle Kaufusi

#### **Prayer**

Councilor David Shipley offered the prayer.

#### **Approval of Minutes**

September 15, 2020 Work Meeting  
October 27, 2020 Transportation Retreat  
*Approved by unanimous consent.*

#### **Business**

- 1. A presentation regarding the Quarterly Report for the 2nd Quarter of Fiscal 2021. (21-007) ([0:17:05](#))**

John Borget, Administrative Services Director, presented. Mr. Borget shared details from the second quarter financial report, noting trends in revenues that showed strong numbers in sales tax. *Presentation only.*

- 2. An appropriation of \$112,162 in the Ice Sheet Fund for Turf Replacement at Peaks Ice Arena. (21-058) ([0:35:21](#))**

Scott Henderson, Parks and Recreation Director, presented. Mr. Henderson highlighted the past success with locating a turf field at the Peaks Ice Arena, as well as a brief history of the arena

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and its operations. Foster Watabe, Peaks Ice Arena Manager, explained that the turf field provides a year-round training facility for many sports and generates about \$200,000 in annual revenue for the facility. In response to a question from Councilor Bill Fillmore, Mr. Henderson and Mr. Watabe offered insight into the bid selection process. In response to a question from Councilor David Harding, Mr. Henderson confirmed that the arena's past roof replacement and chillers upgrade were paid for from the Ice Sheet Fund Balance. ***Presentation only. This item will be returning to the Council Meeting on May 18, 2021.***

### **3. A presentation regarding the different types of Fund Accounts the city uses to pay for projects, services, debt, and other functions required of the city. (21-015) (0:43:56)**

David Mortensen, Budget Officer, presented. He explained that government entities use special funds to carry out specific activities or objectives in compliance with various regulations or restrictions. Each fund has separate balancing accounts. He highlighted different fund types, including: the general fund, special revenue funds, debt service funds, and capital project funds.

In response to a question from Councilor David Harding, Mr. Mortensen said that there are typically two payments annually for debt service for General Obligation bonds. Councilor Bill Fillmore asked about the strategy for earning money on those funds. Mr. Mortensen explained that all funds are invested in a couple different places, but primarily within the Utah Public treasurer's investment fund. The state manages and diversifies these funds, and they provide the city with monthly statements showing growth of those funds. Mr. Mortensen noted that interest growth has slowed during the pandemic. The City was required to follow money management council guidelines with all their investments. Security of the funds is tantamount, so these are kept secure and managed wisely. The lower rate of return is consistent with these safer types of investment opportunities.

Mr. Mortensen then reviewed the different functions that were part of each of the city's fund types. He noted that the enterprise funds and internal service funds were both categorized as proprietary funds. Councilor David Shipley asked why the golf course was a separate fund. He also asked what the process was for making the recreation center its own fund. John Borget, Administrative Services Director, noted that the major difference was the recreation center's general obligation bond debt. Generally, the intent is that if something is set up as a distinct enterprise fund, they expect its revenues to cover its expenses; it is treated more like a separate business or entity. Mr. Mortensen shared more details on bond debt service. ***Presentation only.***

### **4. A discussion regarding proposed changes to the Council Handbook. (21-060) (1:01:50)**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan reviewed each of the proposed changes to the handbook, noting the impetus for each change. One change would make the Council handbook consistent with recent changes to city code. The second would allow the Council to use funds for professional services as they were already intended in the budget without requiring a separate appropriation each time; Mr. Strachan noted that use of such funds would still require a Council motion to refer the specific question or request for the professional services. The third change cleared up some issues in the language about the Council attorney and outside counsel to better reflect the current practice. This revision also established language

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regarding confidentiality of Council business for the office of the City Attorney. Mr. Strachan invited Councilor David Sewell to explain the nature of the final change. Mr. Sewell shared an update on this section of the handbook, which originally came about as a result of the recommendations from the Council's Development Approval Process Review Committee. Mr. Sewell explained his thinking on this rule initially and elaborated on more recent concerns having seen how the rule change has played out in reality. Rather than having Planning Commission-referred land use items automatically continue to a second hearing, the proposed language would require that there was a purpose or reason to continue an item for a second hearing by having two Councilors make such a request (opposed to the previous one requestor). Councilor David Harding sharing additional insight about the changes made by the DAPR committee and expressed support for the change.

**Motion:** David Shipley moved to approve all the changes to the Council Handbook.  
Seconded by David Harding.

**Vote:** Approved 6:0, with Shannon Ellsworth excused.

### **5. A presentation regarding the Sustainability Committee's Annual Update. (21-059) [\(1:19:43\)](#)**

Don Jarvis, Chair of the Citizens' Sustainability Committee, and Robert Mills, Planning Supervisor, presented. Mr. Jarvis shared background details on past sustainability initiatives and efforts. The Committee has requested an annual budget of \$4000 in order to participate in professional organizations, which were critical to the type of networking opportunities that would make the City's sustainability efforts more longstanding and successful, as well as connects Provo's sustainability coordinator with funding opportunities and other resources in the field. The committee also hoped the City would invest in a sustainability plan. Mr. Jarvis shared more details on these proposals and highlighted a potential funding source (the sale of renewable energy credits or RECs). Mr. Mills highlighted results of the annual report as well as upcoming sustainability opportunities. Councilor George Handley shared his support for a sustainability plan. Councilor David Sewell commended Mr. Jarvis and the committee, noting that they were a fantastic example of a group of citizens who were well-organized, effective, and got a lot done without formal financial support from the City. *Presentation only.*

### **6. A discussion regarding the hiring of a contractor to complete a Sustainability Plan as part of the General Plan update. (21-059) [\(1:42:40\)](#)**

Robert Mills, Planning Supervisor and Sustainability Coordinator, presented. Two groups presented to a small group of several Councilors—Design Workshop (Provo's General Plan consultant) and Brindle Group (in Fort Collins, CO)—regarding completing a sustainability plan for the city. Both groups expressed a desire to collaborate on this project and process. As Design Workshop was already working on the City's general plan, they would essentially handle addition of a sustainability plan as a change-order to the general plan project. The sustainability plan would benefit from an economy of scale as they conducted public outreach and research for both plans. Mr. Mills outlined the process for how this would work. He also shared details on the proposal from the Brindle Group. Councilor George Handley added insight to this explanation, noting the Brindle Group's interest, but concern about the compressed timeline. The proposed

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collaboration between Design Workshop and Brindle Group arose from this concern and timing issue. The small group of Councilors recommended the change-order plan after hearing the proposals; Design Workshop would do the plan, but may collaborate with the Brindle Group on obtaining some of the metrics and data that would factor into the plan. Councilors shared comments and feedback on the proposals, including:

- Councilor Bill Fillmore shared additional comments as one of the Councilors who heard the in-depth presentations from both groups.
- Councilor Shannon Ellsworth was impressed with Design Workshop and was confident that their final product would be well-integrated and compatible with the general plan.
- Councilor David Harding commended Design Workshop's approach on community collaboration and he hoped they would use a similar approach with the sustainability plan. He shared a definitely of sustainability that really resonated with him.

**Motion:** George Handley moved to approve the proposal from Design Workshop for a change order to do a sustainability plan. Seconded by David Harding.

Councilors shared additional comments. Wayne Parker, CAO, expressed that the City Administration were supportive of the proposal. He noted that funding was not appropriated but that they would work with staff to determine the appropriate funding source. Councilor David Shipley was supportive of the plan, confident in the abilities of Design Workshop, and confident the City could come up with the necessary funding. He thought this was a worthwhile and valuable effort. Mr. Fillmore reiterated his concern about the philosophical approach to sustainability from the Brindle Group. Councilor George Handley noted one possible funding source was the sale of renewable energy credits. The Council then voted on the motion.

**Vote:** Approved 7:0.

After a short break, Cliff Strachan, Council Executive Director, introduced Michael Sanders, who was recently hired as the new Council intern.

### **7. A presentation on Provo City's progress on General Plan goals. (21-061) (2:32:04)**

John Magness, Policy Analyst, presented. Mr. Magness shared data on the number of general plan goals in progress and then he reviewed specific goals and completed milestones from each City department. He noted that some goals still needed clarification, were redundant, unattainable, or not started; some were simply areas in need of further policy direction, while other goals were simply unattainable as they pertained to factors outside the City's control. Mr. Magness proceeded to review the goal statements related to specific Council priorities. Some things have a specific goal to reach, others are items that will require the ongoing prioritization.

Councilor Shannon Ellsworth favored retiring these goals when the new General Plan was approved, as the new plan would be focused on the current community's needs and objectives. She hoped the Council could do a deep dive to shape core metrics and key performance indicators with each department, in order to better measure how budgets and funds and resources are being used throughout the city. Mr. Magness explained that the review of the general plan was an annual requirement in city code. Councilor David Harding wondered whether this review

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was a helpful exercise, just to keep these goals top-of-mind. He noted that the Carryovers Committee was in ongoing discussions with the City Administration about building accountability into the budget. Cliff Strachan, Council Executive Director, noted that when staff merged the general plan with Vision 2030 several years ago, they tried to encapsulate all of it, realizing that some items were outside the City's purview. The key question was how to move forward with future implementation steps and what other deep dive topics the Council was interested in pursuing. **Presentation only.**

### **8. A discussion on Rank Choice Voting and the possible use for the 2021 Municipal Elections. (21-047) ([2:49:50](#))**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan reviewed the background detail for the ranked-choice voting (RCV) pilot project and the Council's past discussions on it. Mr. Strachan reviewed the general responses received in the relevant Open City Hall topic.

**Motion:** David Harding moved that Provo City will participate in the Municipal Alternate Voting Methods Pilot Project for municipal elections to be held in 2021 and that staff is directed to: 1) send written notice of said vote to participate to the Lt. Governor, the Utah County Clerk, and the City Recorder; and 2) report back to the Council on metrics on voter participation and error rates. Seconded by George Handley.

In response to a question from Councilor George Handley, Brian Jones, Council Attorney, gave additional clarification on which election this provision would apply based on the deadlines. Councilor Bill Fillmore was intrigued by the benefits of RCV but suggested it may be more prudent to see how other cities' experiences were. Councilor Shannon Ellsworth liked the idea of RCV in partisan elections, but she did not see a benefit for this year for the city.

Mayor Michelle Kaufusi indicated that since she is running in the election this year, she deferred to Wayne Parker, CAO, to address concerns or feedback on the pilot program. Mr. Parker indicated that they felt the primary election was the safest place to try this new method, although that would not result in the cost savings touted as an advantage by proponents of the method. He noted that due to a lot of change in the election systems in recent years, it would be critical to do an education campaign, which would also have costs to the city.

Councilor David Shipley said his concerns echoed those of Mr. Fillmore and Ms. Ellsworth. He was hesitant to move forward with it given the hesitation of the City Administration. He applauded the momentum created by other cities testing RCV but he worried about introducing a new process that would be overly complex to the average voter. Councilor Travis Hoban indicated he was generally supportive of RCV, having used it in local party elections. He was uncertain on participating in the pilot program at this time, however, and was interested to receive more feedback from other municipalities using it in Utah first. Councilor David Sewell expressed that he had begun as an enthusiastic supporter of RCV and still saw some overall advantages, but he has since become more familiar with the disadvantages and is less supportive. There were a few possibilities with RCV that troubled him, and with other, better voting methods out there, he was not ready to participate in the pilot program. He was also concerned about the timing of results reporting under RCV and how this could introduce potential problems.

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Several Councilors shared additional comments before voting on the motion. Mr. Harding thought that opting out of the current pilot program made it less likely that other voting methods would be available in the future. Mr. Harding thought RCV did have relevance to Provo's non-partisan elections where there have been times in the past where concerns about splitting the votes have shaped campaign efforts and the tone of the election. Ms. Ellsworth reiterated that she thought RCV had benefits, but she did not see it as a necessary solution for issues in Provo at this time. Mr. Handley was interested in using RCV in the primary election and felt that although the method was not perfect, it was compelling and could help improve elections generally. Ms. Ellsworth had questions about how RCV would apply in the primary elections if there were no races with more than two candidates. Mr. Jones suggested from his reading of the statute, that if there were no races with three or more candidates, RCV would not apply to those races. Mr. Fillmore wondered whether RCV was voluntary or if it required voters to rank all candidates. Mr. Jones explained voters could rank as many or as few candidates as they wished.

**Vote:** Failed 2:5, with David Shipley, Bill Fillmore, Shannon Ellsworth, David Sewell, and Travis Hoban opposed.

### **Policy Items Referred from the Planning Commission**

#### **9. An ordinance amending Provo City Code Chapter 14.20B. Citywide Application. (PLOT20210026) (3:30:47)**

Melissa McNalley, Management Analyst, presented. She reviewed the proposed code changes and shared details on each. The changes to building height would allow some flexibility and the requirements would also depend on the distance from residential properties. The code changes also addressed design standards and landscaping standards.

Councilor David Harding asked if the unintended consequences of these changes had been closely evaluated. He thought some language would need to be updated if it would be applied in other areas of the City; he had hoped staff could have evaluated in more detail how this proposal affected other properties currently zoned as SC2. *Presentation only. This item was already scheduled for the Council Meeting on May 4, 2021.*

#### **10. An ordinance amending the General Plan Southwest Area Future Land Use Map designation for approximately 10 acres of real property, generally located approximately at 1850 South 500 West, from LDR to Commercial. Lakeview Neighborhood. (PLGPA20210058) (3:37:30)**

Melissa McNalley, Management Analyst, presented. This proposal would redesignate several portions of property by Lakeview Parkway. She explained the idiosyncrasies of the property and shared some of the revisions which had been made to the proposal to incorporate feedback received from the neighborhood and neighboring residents. Initially a strip of this property was to be designated as LDR, but due to the floodplain, there would have been an elevation difference between the LDR parcel and the existing homes which introduced privacy concerns. The intent was to replace this LDR strip with a landscaping buffer in the newly designated

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commercial zone, which would preserve the privacy for the existing homes, while still maintain the feasibility of the new development project. In response to a question from Councilor George Handley, Ms. McNalley explained that the commercial property would also have an additional step-back for height requirements. The combination of the landscaping buffer and height step-back would preserve the privacy for the existing residential area. Councilor David Harding had concerns about whether this change aligned with the future land use map for the west side. He was concerned about removing housing from the proposal, despite housing being a huge need. *Presentation only. This item was already scheduled for the Council Meeting on May 4, 2021.*

- 11. An ordinance amending the Zone Map classification of approximately 75 acres of real property, generally located at 500 W. Lakeview Parkway, from Agricultural (A1.20) to Freeway Commercial Two (FC-2). Lakewood Neighborhood. (PLRZ20210025) (3:44:19)**

Melissa McNalley, Management Analyst, presented. Staff prepared this proposal to signal to developers what the City envisioned for these two parcels. The neighborhood was generally favorable to the proposal. Councilor Shannon Ellsworth asked if the property owner was supportive of this zone change; Ms. McNalley indicated that Keith Morey, Economic Development Division Director, has been working with the property owner, who has not given any indication to the city. Councilor George Handley asked if there has been any effort toward agricultural preservation or a conservation easement of this property. Mr. Morey indicated that this property was designated as future commercial on the future land use map and as one of the only interstate interchanges in Provo, commercial seemed to be its highest and best use. Mr. Morey noted that this property has not been in productive agricultural use for quite some time. Councilor David Harding noted that all of the property south of Lakeview Parkway was not meant for commercial or residential development; this property was an exception. Councilor David Sewell noted that this situation seemed particularly appropriate for pre-zoning. *Presentation only. This item was already scheduled for the Council Meeting on May 4, 2021.*

- 12. An ordinance amending the Zone Map classification of approximately 0.23 acres of real property, generally located at 734 West 300 South, from Residential (R1.6A) to Low Density Residential (LDR). Franklin Neighborhood. (PLRZ20210059) (3:53:23)**

Dustin Wright, Planner, presented. The applicant has requested a zone change in order to subdivide a single-family lot into two lots for single-family detached residences. The existing home would remain and a new home would be constructed on the new lot. Staff felt this was an appropriate infill use of the site and the proposal also received a favorable from the Planning Commission. Councilor David Harding shared feedback on the proposal and where he disagreed with the staff analysis. Staff offered additional clarification on Mr. Harding's concerns. *Presentation only. This item was already scheduled for the Council Meeting on May 4, 2021.*

- 13. An ordinance amending Provo City Code regarding conditional uses in the Freeway Commercial (FC1) Zone. Citywide Application. (PLOTA20210000262) (4:02:10)**

Aaron Ardmore, Planner, presented. This ordinance amendment would add cannabis production as a conditional use to the Freeway Commercial Zone (FC1).

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Councilor Bill Fillmore asked if there were currently cannabis production facilities. Mr. Ardmore indicated that cannabis distribution was permitted in the FC1 zone and there was one facility in the city. This ordinance amendment would add production as a conditional use, meaning that it comes with accompanying conditions to address specific concerns to health and safety.

Councilor Shannon Ellsworth asked for clarification about the policy with conditional use permits, which the City had been moving away from doing. Mr. Ardmore explained that adding this conditional use seemed the safer route and the applicant understood the political nature of the issue, as well as concerns with this type of use, privacy, and security.

Brian Jones, Council Attorney, and Bill Peperone, Development Services Director, shared additional background about the cannabis facility in Provo. When the state medical marijuana initiative passed, the city was required to allow distribution. If the city did not designate at least one zone for cannabis distribution, it would have been automatically permitted in all zones. Provo opted to designate FC1 for distribution. Similarly, the city had to designate an agricultural zone for cultivation; this was permitted in the A1.10 zone, which is the smallest agricultural zone by area within the city. Mr. Peperone also noted that with production as a conditional use and the drafted limits, this would keep the production operations smaller than the distribution facility. In response to a question from Mr. Fillmore, Mr. Peperone indicated that the City has engaged in the minimum possible compliance with state mandates on the issue.

Councilor David Harding asked if production was allowed anywhere else in the city. Mr. Peperone indicated that there was a current item referred to the Board of Adjustment where the City was being challenged on this. The Freeway Industrial zone currently allows production; the only location of this zone was a small parcel along 820 North between the railroad tracks and the interstate. Mr. Harding asked for further clarification on the conditional use. Mr. Peperone and Mr. Jones clarified this ordinance is drafted to automatically apply conditions from the onset, and that the conditional use only allowed ancillary production uses adjacent to a distribution site.

***Presentation only. This item was already scheduled for the Council Meeting on May 4, 2021.***

### **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.

**Motion:** George Handley moved to close the meeting. Seconded by Shannon Ellsworth.

**Vote:** Approved 7:0.

### **Adjournment**

***Adjourned by unanimous consent.***

# *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.



## **PROVO MUNICIPAL COUNCIL**

### **Work Meeting Minutes**

12:00 PM, Tuesday, June 01, 2021

Hybrid meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) or 351 W Center Street, Provo, UT 84601

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

#### **Roll Call**

The following elected officials participated:

- Council Chair David Sewell, conducting
- Council Vice-chair David Shipley
- Councilor George Handley
- Councilor Bill Fillmore, arrived 12:57 PM
- Councilor Shannon Ellsworth
- Councilor David Harding
- Councilor Travis Hoban, arrived 1:03 PM
- Mayor Michelle Kaufusi, arrived 12:15 PM

#### **Prayer**

Dixon Holmes, Assistant CAO, gave the prayer.

#### **Approval of Minutes**

- December 1, 2020 Work Meeting
  - March 30, 2021 Work Meeting
  - May 25, 2021 Budget Work Meeting
- Approved by unanimous consent.*

#### **Policy Items Referred from the Planning Commission**

1. **An ordinance amending the Zone Map Classification of approximately .25 acres of real property, generally located at 790 West. 500 South, from Residential (R1.6) to Very Low Density Residential (VLDR) Zone. Franklin Neighborhood. (PLRZ20210128) ([0:13:35](#))**

Aaron Ardmore, Planner, presented and shared details on this rezone application. Councilor David Harding raised his concern that it was not consistent with Franklin Neighborhood Plan which had been previously adopted by the Council. *Presentation only. This item was already scheduled for the Council Meeting on June 1, 2021.*

## *Pending minutes – awaiting approval*

### **Business**

#### **2. A presentation regarding the Fire Master Plan. (21-069) (0:16:33)**

Chief Jim Miguel and Bill Boyd, Emergency Services Consulting International, presented. Chief Miguel and Mr. Boyd highlighted the community risk assessment document and shared information about the process to develop the plan. Mr. Boyd shared several of the primary recommendations for the Fire Department based on the master plan and study, noting short-term and long-term recommendations and the suggested timelines for each. Mr. Boyd also shared his insights gained about the Provo Fire Department during the consulting process. Provo Fire and the department's leadership has strong community support, and this community has a strong culture of self-reliance. He noted that Provo Fire responds to much fewer incidents than most cities given its size. The going growth was the biggest challenge to Provo Fire, as well as growth in the commercial sector that taxes the department's ability to reliably enforce the fire code.

Councilor Shannon Ellsworth asked about the timeframe for the recommendations and Mr. Boyd clarified the timeline. She asked whether Provo's younger-skewing population affected the department's operations. Chief Miguel noted that generally a significant volume of their calls for service come from the older population in the city as well as a lower socioeconomic population. Ms. Ellsworth asked whether there were any impacts on or around BYU campus. Chief Miguel explained that BYU was very self-sufficient and have reduced many of the calls previously referred to the Provo Fire Department by having EMS providers on-campus. He noted that the most demand from BYU were for human-caused incidents; the maintenance of BYU campus and campus facilities is exceptional.

Councilor George Handley asked about wildfire risk in light of increased drought conditions. Chief Miguel shared the progress of the department's chipping program, which was intended to reduce wildfire fuel in the foothills areas. Mr. Handley also asked how growth was impacting the department. Chief Miguel explained that their ratio of full-time equivalents was the same as 22 years ago. Much of their fire prevention efforts were focused on new construction, rather than working with existing businesses on prevention initiatives. Chief Miguel also acknowledged other programs that the department operates, such as advanced life support system and transport; a lot of training hours are dedicated to such initiatives, which is fairly unique to Provo Fire. He noted that sometimes it was a matter of prioritizing different initiatives, whereas other times, problems arose from limited resources. Councilor David Harding asked about multifamily housing and Chief Miguel explained that this was part of commercial occupancy and these projects generally have built-in resident fire protection systems. *Presentation only.*

#### **3. A presentation regarding Provo 360. (21-065) (1:14:10)**

Wayne Parker, CAO, presented. Mr. Parker reviewed the history of the Provo360 project, which was intended to replace the City's disparate software systems with a uniform system. Mr. Parker shared details of the process, which relied on an RFP and industry experience. The vendor Cayenta had been selected for the bulk of the project, but their HR offerings were the weakest part of the Cayenta suite. Despite trying to work with Cayenta on a custom solution, ultimately Cayenta was not willing to commit the resources necessary to make it happen, so another

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approach had to be identified. A rigorous selection process led to Workday as the HR solution and the go-live for Workday would take place in late June. Mr. Parker shared an update on implementation of each step of the process. Following the implementation of Workday, the Work Management System and EGovernment (with a management dashboard and user portals) components were the outstanding pieces of the broader project. *Presentation only.*

#### **4. A presentation regarding changes to the FY 2022 Provo City Fee Schedule (21-015) ([1:34:06](#))**

Kelsey Zarbock, Accountant, presented. She reviewed the consolidated fee schedule, noting changes throughout and the anticipated revenue impacts of each. As previously decided by the Council in discussions with Public Works, there would be a 5% increase to culinary water and a 10% increase to wastewater fees. Councilor David Harding asked about the permit parking area fees and Ms. Zarbock indicated she would check on the fees listed to ensure that all current parking areas were accounted for in the fee schedule. *Presentation only.*

#### **5. A presentation regarding proposed changes to the FY 2022 budget initiated by the Council at the May 25, 2021 Work Meeting. (21-015) ([1:39:22](#))**

David Mortensen, Budget Officer, presented. Mr. Mortensen reviewed the changes made from the tentative version of the budget to the final version. Most of these changes related to the American Rescue Plan Act funds. After receiving more guidance from the United States Treasury, the approach with which the City plans to use these funds has changed; several items were removed from the budget and several different ARPA-related items were added. Several minor changes were made as line items were rearranged within specific departments. Several changes were also made to the Community and Neighborhood Services department to reflect several supplemental requests, as well as a new position added through a recent Council appropriation. The Justice Court revenues have also been adjusted to better simulate the forecast based on the pandemic. Mr. Mortensen reviewed each item in detail and noted that there would be public hearings at the Council Meeting that evening.

Councilor David Shipley asked whether the proposed budget had a total estimate for ARPA funds. Mr. Mortensen explained that Finance has removed most of the ARPA funds from the budget given the uncertainty around how most of those funds could be used; the only ARPA funds shown in the budget related to lost positions. Councilor David Harding asked if with the indicated changes, the general fund was still balanced. Mr. Mortensen noted that expenses increased by the same amount as revenues, resulting in a balanced budget. *Presentation only.*

#### **6. A presentation regarding a Local Government Disaster Fund. (21-066) ([1:53:21](#))**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan provided an overview of the disaster recovery funding program which was authorized for cities to pursue by the State. Mr. Strachan replied to questions from Councilors during the presentation. Councilor David Shipley asked if the amount was a percentage of General Fund revenue only; Mr. Strachan replied that he believed that was the case. Councilor George Handley also thought further clarification on this point would be helpful. John Borget, Administrative Services Director, indicated that with the

## *Pending minutes – awaiting approval*

recent changes to state law, the City could now have a general fund balance of 35%, up from 25%. Mr. Strachan clarified additional distinctions between general fund balance and use of the disaster recovery fund. Councilors discussed the merits of allocating a portion of general fund balance to the disaster recovery fund versus keeping dollars in the City budget to be used to fund critical needs. Mr. Strachan noted one distinction, that typically general fund balance was a result of budget surplus or savings. Mr. Borget suggested that the fiscal year-end may be an ideal time to assess what funds should be programmed for which purposes, after evaluating what remains in budget surplus. Councilors shared additional comments, including:

- Mr. Shipley suggested the Council discuss a dollar-amount or percentage from carryovers to designate toward the disaster recovery fund each year. It would be critical to have this fund in place in order to access the State’s low-interest loans and grants.
- Councilor David Harding noted that it is a tendency of state and local governments to be dependent on the federal government’s emergency response. From a viewpoint of fiscal responsibility, it was important for the City to be prepared and responsive in the event of a disaster and he applauded the State for creating this program.
- Councilor Bill Fillmore echoed earlier comments and suggested this was an important element of the Council’s stewardship.
- Councilor David Sewell shared the table codified in state code regarding possible interest rates and payback periods, noting that the most advantageous conditions applied to the 9-10% range at the high end of the disaster recovery fund utilization.
- Brian Jones, City Attorney, noted that a municipality must meet the requirements of the statute for 5 years before becoming eligible—this was an incentive for cities to begin the process sooner rather than later. Mr. Jones noted some differences in the table shown versus the language in the statute, noting that additional clarification was needed.
- Mr. Handley thought it would be helpful to know what state resources were at stake.
- Mr. Sewell suggested that staff prepare the budget intent statements and a proposal to bring to a future work meeting. *Presentation only.*

### **7. A discussion regarding the Residential Dwelling License Program. (21-063) (2:40:17)**

John Magness, Policy Analyst, presented. Mr. Magness reviewed the rental dwelling license program and outlined the various costs involved. He noted that per state law, this license can be set at a rate to achieve cost recovery, it just could not be a revenue source.

Councilors shared comments and asked questions, including:

- Councilor David Harding was supportive of achieving a cost-recovery model for RDL fees. He felt that having the appropriate resources to allow staff to do inspections more regularly throughout the city, it would provide a better experience for renters.
- Councilor Shannon Ellsworth was interested in a cost-recovery model, though she was concerned if landlords or property owners passed costs on to renters, therefore impacting affordable rental units in the City. Ms. Ellsworth also asked what other inspections were involved for rental units; Mr. Magness indicated that the health and safety inspection was the only one and the City could conduct one of those inspections once every three years.
- Councilor Bill Fillmore was supportive of reviewing the RDL fees and he wondered whether other fees or programs merited review based on the same principle.
- Councilor David Sewell thanked Mr. Magness for his work on this item.

## *Pending minutes – awaiting approval*

**Motion:** George Handley moved to request staff assistance in drafting a proposal for adjusting the RDL fees to make it revenue neutral. Seconded by Bill Fillmore.

Mr. Harding wondered whether the Housing Committee should examine this issue, as well as some of the broader policy questions. Ms. Ellsworth also suggested that the Zoning/Code Enforcement Committee review the fees and fines.

**Vote:** Approved 7:0.

### **8. A presentation regarding Property Taxes (21-064) ([2:55:00](#))**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan reviewed the recent history of property tax policies in Provo. He clarified that he was using updated financials which were corrected by Finance. Mr. Strachan responded to several questions from Councilor George Handley regarding the calculations presented. Wayne Parker, CAO, shared insight into the ways that property tax impacted the general fund, library fund, and debt service fund. The debt service fund operates differently than the other two funds; the general fund and library fund have the advantage of receiving any revenue arising from new growth in the city, but the debt service fund is adjusted such that the revenues remain the same despite new growth, since the principal and interest is the same every year. Mr. Parker shared some scenarios which illustrated some of the unintended consequences possible when increasing property tax levels for the general fund as it interacted with the other funds. Councilor David Harding mentioned appraisals; Mr. Parker indicated that the County assessor cycled through different areas of the city to conduct appraisals, so not all citizens experienced changes to their assessed value at the same time.

Councilor David Shipley acknowledged an important policy question regarding utility rate changes for water and wastewater. With the transfer to the General Fund from the various utilities' enterprise funds, Mr. Shipley felt the Council needed to be careful in their approach. He wondered whether an inflation adjustment to property tax might be better deferred to a year without major changes to utility rates; the financial impacts are felt by residents no matter the source. Councilor David Harding echoed Mr. Shipley's comments. Mr. Harding thought it was important for the Council to make small, annual inflation adjustments to property tax rates.

Council Chair David Sewell asked if there was a majority of the Council who were interested in having truth in taxation hearings this year. Mr. Shipley indicated that he was not interested in doing so given the 5% and 10% increases to water and wastewater utilities. Councilor George Handley indicated that he was interested in a multi-year plan to fund more police officers and fire department staff. He felt the Council should take a closer look at property tax as a funding option before deciding whether or not to actually pursue an increase. Councilor Travis Hoban wanted to learn more about the educational efforts and PR plan. He was not prepared to support an increase right now and agreed with Mr. Shipley's concern about the timing.

Councilor Bill Fillmore was generally supportive of Mr. Handley's view that the question surrounding Police Department staffing merited further discussion. Councilor Shannon Ellsworth said she would like more information about how many officers are needed, as well as long-term

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projections of where the City ought to be; for the last decade or so, the City has deferred needed full-time equivalents in the Police Department. She would like this kind of information before initiating the truth in taxation process. She appreciated Mr. Shipley's concerns about increased utility rates, but she felt there would probably always be something and some needs should not be deferred. Ms. Ellsworth thought this was a prime example of when the Council should spend the money to do a quantitative and thorough poll of Provo citizens to get a better sense of how reticent versus supportive citizens were with the city levying a tax to expand police department services. Mr. Strachan responded to several questions and outlined the next steps in the process if the Council decided to pursue Truth in Taxation. He noted they would employ several means to reach out to the public, including videos, Open City Hall, noticing, email lists, and more.

**Motion:** David Harding moved to continue to collect information about proceeding with the Truth in Taxation for an inflation compensation adjustment to property tax rates. Seconded by Bill Fillmore.

**Vote:** Approved 7:0.

### **9. A discussion regarding Budget Intent Statements for FY 2022. (21-015) (3:40:45)**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan displayed the draft ordinance for the budget. Mr. Strachan moved through each section and highlighted the budget intent statements. John Borget, Administrative Services Director, offered clarification on one item. Mr. Strachan highlighted several decision points for the Council to consider, including several items which staff were researching to bring back in several weeks: local government disaster fund, property taxes, and RDL fees. Mr. Strachan indicated these items would be heard at the beginning of the Work Meeting on June 15, 2021. *Presentation only.*

### **10. A presentation from the Foothills Protection Committee. (21-068) (3:46:25)**

Robert Mills, Planning Supervisor, presented. He shared information which followed from a discussion with the City's general plan consultant, Design Workshop, about the possibility of contracting with them to complete additional plans such as a hillsides and canyons plan, river and lakeshore plan, and gateways plan. Mr. Mills shared the stated purposes for each of these three plans and he outlined the general process they would follow. Design Workshop had outlined two different project approaches: either a simultaneous approach (this would be the most cost-effective due to efficiencies with community engagement) or a separate effort. The estimated cost for the plans was a total of approximately \$292,000.

Councilors shared comments and feedback on the proposal. Councilor George Handley did not want to slow down the process with the General Plan and sustainability plan. He hoped these additional plans could be developed in the near future, and he saw the efficiencies in doing them simultaneously, but he did not want to delay the plans already underway. Councilor David Harding suggested one-time funds to pay for the plans. He suggested it may also be a good time for the Council to look at doing form-based code; he did not want a new General Plan to be hindered in its effectiveness by the outdated format of the City's zoning and land use codes. Councilor Shannon Ellsworth thought that because Provo was near-term in its buildout, the City should take advantage of this opportunity to do planning for major community assets like the

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Provo River, foothills, canyons, and Utah Lake shore. She thought the use of one-time money could expedite the process and she favored bundling the plans for cost-savings with Design Workshop. She agreed with Mr. Harding regarding prioritizing updates to the city code, so Provo could best enact the vision created with these plans. Councilor Bill Fillmore thought this was a once-in-a-generation opportunity and he favored a consolidated approach.

Councilor David Sewell asked about the specific details as to the funding source. Mr. Handley echoed this question and asked for staff's recommendation and an online of the process forward. Gary McGinn, Community and Neighborhood Services Director, explained that this was a rough proposal but that they would articulate specific deliverables and a scope of work for the project, which they would bring back to the Council at a future time. Ms. Ellsworth said this was an industry she was very familiar with professionally and she was very comfortable with the price point and the opportunity. She suggested Legacy CIP funds might be used for this purpose. Councilors were generally supportive of the direction forward. **Presentation only.**

### **11. A presentation regarding the Intent Statement for the Southwest Area Plan. (21-067) (4:10:16)**

Councilor David Harding presented. Mr. Harding reviewed several documents which contained the west side planning committee's recommendations regarding different elements of land use in the area. A net calculation of 4 units/acre was the general standard identified for the area. In response to a question from Councilor Travis Hoban seeking clarification on what the Council was being asked, Mr. Harding explained that several policies were not clearly articulated in the map and policy as constituted. Mr. Harding hoped the Council could vote on a policy statement to provide this additional clarification, which would make the intent clear moving forward. Councilor Shannon Ellsworth asked for clarification regarding the net 4 units/acre. Mr. Harding illustrated several examples of how higher density places would be balanced out by larger open space areas such as the regional sports park. Councilor George Handley asked for additional clarification on how this would be enacted in a policy as it seemed to require conflicting things. Councilor Bill Fillmore was interested in hearing the feedback of Councilors who represented the southwest area of the city. Mr. Harding noted that the sooner the Council could resolve the related questions, the better, as developers were working on projects in the area. ***This item was continued to the Council meeting on June 15, 2021.***

### **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.

**Motion:** Shannon Ellsworth moved close the meeting. Seconded by George Handley.

**Vote:** Approved 7:0.

### **Adjournment**

***Adjourned by unanimous consent.***

## *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.



### **PROVO MUNICIPAL COUNCIL**

#### **Work Meeting Minutes**

1:00 PM, Tuesday, June 15, 2021

Hybrid meeting: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) or 351 W Center Street, Provo, UT 84601

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

##### **Roll Call**

The following elected officials were present:

Council Chair David Sewell. conducting  
Council Vice-chair David Shipley  
Councilor Shannon Ellsworth  
Councilor Travis Hoban  
Councilor George Handley  
Councilor David Harding  
Councilor Bill Fillmore, arrived 1:22 PM  
Mayor Michelle Kaufusi, arrived 1:37 PM

##### **Prayer**

Councilor Shannon Ellsworth gave the prayer.

##### **Business**

#### **1. A presentation regarding a Local Government Disaster Fund. (21-066) ([0:13:30](#))**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan outlined background information about the Local Disaster Fund. Due to ambiguities in the state law as currently enacted, staff have outstanding questions about some of the program requirements. Mr. Strachan highlighted language the Council could insert into the budget to establish a local government disaster fund. The Council has expressed a preference to fund it either from surplus revenues or with carryover funds. Mr. Strachan shared feedback from the City Administration, who preferred to wait to establish the fund until the ambiguities were addressed by the Utah State Legislature, and until the City had allocated the maximum amount possible to the general fund balance.

Councilor George Handley asked for clarification on the course of delaying the decision. Mr. Strachan clarified what he meant by this; the Council could choose to address this at a later time, whether next year or otherwise. Councilor David Shipley asked if a motion would be needed to accomplish this establishing of the fund. Mr. Strachan noted that a motion would be advisable, so as to allow staff the appropriate time to make the necessary changes to the budget ordinance prior to the Council Meeting that evening. Mr. Shipley expressed that he would like to pursue

## *Pending minutes – awaiting approval*

establishing the fund utilizing both funding sources. He was anxious to lead out and accomplish this as soon as possible. He did not feel this was too aggressive; the approach was appropriate given the ambiguity. He thought it demonstrated a good-faith effort to the State and Federal government that Provo would be better-prepared to respond in a substantial way to a disaster.

**Motion:** David Shipley moved to establish the fund and use both funding sources (revenue surplus and carryover) to establish an ongoing revenue source for this fund.  
Seconded by David Harding.

Councilor David Harding shared comments on the motion and the disaster recovery fund program. He thought that the general fund was also a possible source of emergency funding needs, but he thought that funds put into the disaster recovery fund secured the city better access to critical resources in the event of an emergency. He thought moving forward would help give motivation to the state to resolve the current ambiguities of the program. Mr. Harding noted some of the unique provisions of the budget language and thought maybe the “each year” language should be removed, as this was part of the budget ordinance for the current year only; that would keep the option open for the future Council to decide next year how they wanted to proceed. Mr. Harding was also interested in getting further clarification on the distinctions of the funding sources. Mr. Handley was interested to hear from a member of the Administration about their concerns or feelings about the proposed methods for funding the disaster fund.

Wayne Parker, CAO, responded to this question as well as Mr. Harding’s question on funding sources. Mr. Parker explained that at the end of the fiscal year, several things can happen—revenues can be higher than projected and this automatically falls to surplus. For funds that are not encumbered (budget savings on expenditures), the Mayor can carryover up to 50%; the remaining 50%, absent the disaster fund monies, would fall to fund balance. The intent was to take 20% of this remaining 50% and put it in the disaster fund, and to take 10% of the revenue surplus to put in the disaster fund. Mr. Parker clarified how these sources would work. He also reiterated the Administration’s concerns; the more funds in general fund balance, the better off the city is—this provided maximum flexibility and also impacted the City’s bond rating. The City also has earthquake insurance on our public facilities. With the recent increase to 35% as the permitted cap on fund balance, the Administration was anxious to reach 35%.

Mr. Strachan added another further clarification; the 20% on expenditures would represent about 10% of the carryovers ideally. Mr. Handley was persuaded by the Administration’s reservations and he preferred to wait a year until the legislative issues had been addressed. Mr. Parker noted that the Council could certainly create a local government disaster relief fund as part of the budget process and put a small amount in that fund now, and then to address the ongoing funding mechanism after the legislative ambiguities are resolved. John Borget, Administrative Services Director, added his comments, reiterating their concerns. He shared insight as to how the audit process may help the Council make a more informed decision about the general fund balance. Mr. Borget was a strong proponent of first reaching the 35% limit to fund balance.

Mr. Shipley thanked the Administration for their insight. He felt that establishing and committing at a very modest level made sense. It maintains flexibility based on the small percentage with which they started. He noted that this fund does provide some flexibility—10%

## *Pending minutes – awaiting approval*

can come out every year to address prevention. He thought the City could establish the purpose for that 10% and it would relieve funding pressures to the general fund later on. Council Chair David Sewell shared some insight he had gained from speaking with the original legislative sponsor several years ago. Mr. Sewell did not see a specific advantage to waiting and he favored having the City lead out on this. Mr. Harding thanked Mr. Parker for his comments. Mr. Harding did not feel strongly either way and he appreciated the compromise routes. At a minimum, he wanted to see the Council establish the fund and put in a nominal amount. Mr. Shipley restated the motion and shared some additional insights. Councilor Travis Hoban asked about one of the middle-ground approaches; he asked Mr. Shipley whether the Council could establish it and decide on the ongoing funding source later. Mr. Shipley reiterated his intentions; none of the fundamental reasons why this was important would be changing. He felt there was value in having dollars in the fund in the event that something occurred prior to receiving the clarifications; it shows the City's commitment to the program and could possibly secure a priority status for the City. He thought the two-pronged revenue source was critical. Mr. Harding was interested in a review at the end of the year to examine the results of the funding mechanism in a particular year. Mr. Shipley agreed that was a good standard practice in order to examine any idiosyncrasies to the funding and adjust if needed. Brian Jones, Council Attorney, noted that the intent was not to put these funding statements in code; in contrast to a formal code update, the Council reviews the text of the budget ordinance each year and can make changes.

**Substitute motion:** Travis Hoban amended the substitute motion to establish the fund, to fund it with a nominal amount of \$10,000, and to review at the end of the year to consider additional funding. Seconded by George Handley.

In response to a question from Mr. Harding, Mr. Strachan confirmed that using carryover funds would come from the current fiscal year carryovers, which would be identified in September. Mr. Sewell preferred identifying an ongoing funding source; he did not think \$10,000 one-time funds were enough of a commitment. Mr. Shipley commented; he thought the Council, as elected officials, had a different responsibility than the Finance Director—part of the Council's responsibility was to do right by the citizens by doing what is most needed for the citizens. He understood the Administration's reservations from their professional perspectives; for him, he thought the Council had a different obligation. Mr. Handley still felt having flexibility in the general fund is adequate and that the City was better off going that route.

**Vote on substitute motion:** Failed 2:5, with David Sewell, Shannon Ellsworth, Bill Fillmore, David Harding, and David Shipley opposed.

**Substitute motion:** David Harding moved to establish the fund, to use both funding sources (revenue surplus and carryover) to establish an ongoing revenue source for this fund, and to also fund \$10,000 out of this year's carryover. ***This motion was later withdrawn.***

Brian Jones, City Attorney, clarified that the original motion already made provision for funding with the current year's carryover; Mr. Harding withdrew this substitute motion.

**Vote:** Approved 6:1 with George Handley opposed.

## *Pending minutes – awaiting approval*

### **2. A discussion regarding the Rental Dwelling License Fees. (21-063) ([1:02:52](#))**

John Magness, Policy Analyst, presented. Mr. Magness outlined the relevant provisions of state code which authorize the City to assess fees. If the City uses a disproportionate use model for rental dwelling license fees, then the City has to implement a Good Landlord program. Mr. Magness highlighted the results of a 2011 study of Provo's RDL fees, in comparison with the RDL fees in Salt Lake City and Ogden. Mr. Magness outlined the possible next steps for the Council, which would likely involve a review of the issue by one of the Council's committees.

**Motion:** Councilor Shannon Ellsworth moved that staff bring this item to the Code Compliance Committee to study and return to the Council with a recommendation. Seconded by George Handley.

Councilor David Harding asked for clarification on how the disproportionate use fees work. Mr. Magness clarified how this fee is applied to specific properties.

**Vote:** Approved 7:0.

### **3. A presentation regarding Property Taxes (21-064) ([1:09:28](#))**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan shared details on past property taxes and projected levels. Mr. Strachan shared estimates of an inflationary property tax increase and he outlined the possible actions the Council could take.

David Mortensen, Budget Officer, shared the certified tax rates from Utah County. This year the revenue has remained fairly flat; in the tentative budget, they had budgeted slightly higher and have since reviewed the tentative budget to address this shortfall. Lodging taxes have seen a recent uptick as the pandemic wanes in Utah, so as the actual figures reach pre-pandemic levels, this will help to meet the revenue shortfall. Interest revenue has been down as interest rates have fallen in the past; as they are beginning to increase again, this should make up the remaining shortfall. Mr. Mortensen also highlighted the recent changes to the latest version of the budget. Of note, the Justice Court has experienced a change in operating status regarding the pandemic and an increase to their revenues is anticipated. The certified tax rates were also received for the Provo Library and their budget updated accordingly. Mr. Mortensen also noted that a budget formula in the Water Fund has been corrected. Councilor David Shipley asked about the insurance premium total; Mr. Mortensen indicated that \$145,000 was the citywide change for insurance premiums. Mr. Shipley also asked whether property tax growth was based on new net growth only; Mr. Mortensen confirmed that this was the case and clarified how the projections differed from the amounts received from the County.

Councilor David Harding talked about property tax and how the current model does not capture inflationary models. Mr. Harding also talked about the enterprise fund transfers and whether it made sense to decrease the transfer and increase property tax to bring rates of both utilities and property taxes into better alignment with surrounding communities. Wayne Parker, CAO, noted that recently the Provo Library celebrated their 20<sup>th</sup> anniversary at the Academy Square location.

## *Pending minutes – awaiting approval*

When the library was moved there, the City set a new property tax rate. The levy at the time was 1.0% for the library; over time, it has decreased to its current rate of .05%—Mr. Parker noted this was just over half the rate that it was 20 years ago. He felt it was an important conversation to revisit, at least from a library perspective.

Councilor Bill Fillmore noted that the pressures of inflation and population growth would continue to add to the City's costs; he would hate to defer a critical discussion. Councilor George Handley agreed that this merited a much more serious examination, but he did not feel this year was the right time. Some of the urgency he has felt was tied to immediate public safety needs; as it seems some of those needs are a little farther out, he felt it was still important but perhaps best deferred for another year. Mr. Fillmore asked whether the City Administration had a position to declare on this. Mayor Michelle Kaufusi asked if there was any kind of official arrangement with the Provo School District to alternate years. Mr. Parker noted that this was not codified anywhere; he characterized it as an understanding that past Councils and Provo School Boards had with one another to not approach certified tax rate increases during the same year as the other entity. Mr. Fillmore asked when the City last increased the property tax rate. Mr. Harding noted that the Council adjusted it once in the last 20 years and the certified tax rate still decreased that year overall. Mr. Fillmore was concerned about high inflation; he felt prudence suggested the Council conduct a study. Councilor Shannon Ellsworth wanted to set future Councils up for success by not deferring a decision too far, however, the Council did not seem prepared to decide right now. Council Chair David Sewell suggested someone make a motion and see how the vote went. No motion was made.

Mayor Kaufusi asked when the Recreation, Arts, and Parks tax was set to expire; John Borget, Administrative Services Director, indicated it was active for several more years. Mr. Parker thought the City would be fine for another year but he suggested the Council might like to do a more in-depth study on revenues in the coming year to better frame a property tax discussion. Mr. Fillmore expressed interest in this idea and asked for the Administration's perspective on inflation. Mr. Borget agreed with Councilors' concerns on the issue and felt it did need to be addressed in the long-term, but he was supportive of the Council's intentions moving forward and to defer the decision at this time. *Presentation only.*

#### **4. A Resolution Transferring \$200,000 from the General Fund to the Energy Fund for Land Acquisition and Appropriating \$465,844 in the General Fund for a Metal Building and Incinerator. (21-058) ([1:50:28](#))**

Chief Rich Ferguson and Dick Blackham, Facilities Manager, presented. Chief Ferguson shared some of the concerns and impacts to their operation and he addressed several questions which had been submitted previously by Councilor David Harding. Chief Ferguson noted that the Police Department has ongoing needs with regard to new officers, so that will continue to be a repeated request. Mr. Blackham highlighted some of the configuration of the new public safety facility. One of the principal priorities with the new facility is a net zero energy status; as a result, the decision has been made to locate this incinerator elsewhere. During discussions of relocating the compound building, the idea was to explore putting this incinerator closer to that in the more industrial area in East Bay.

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Captain Brian Wolken shared details about the incinerator. As property is received as evidence, they must move old property inventory out. Some evidence must be kept indefinitely, but other evidence associated with more short-term cases can be destroyed after the case is adjudicated. There is not a commercial incinerator nearby and this would allow the department to safely dispose of evidence in a controlled setting.

Councilor Bill Fillmore asked about the proposed location for the warehouse. It would be in the East Bay area, adjacent to the existing Public Works and ancillary Fire Department facilities. Councilor George Handley asked about the air quality impact of the incinerator. He noted concern with air quality during inversions and wildfires and wondered whether pollution levels would increase due to use of the incinerator. Captain Wolken indicated that the department was legally required to incinerate certain items and that the incinerator meets or exceeds the EPA's emissions regulations. The intent to locate it in East Bay was simply due to the natural gas component to operate the incinerator, as that would have impacted the new city center facility's net zero energy status. Councilor Shannon Ellsworth asked what would prohibit us combining this need with the future fire station. Captain Wolken explained that the parking lot in East Bay is the only area large enough for the metal building, but the incinerator could be installed at the new fire station if needed. Ms. Ellsworth wondered if there were a cost savings to combining those resources. Wayne Parker, CAO, noted that buying property was much less costly in the East Bay area than in the center of the city; from a property acquisition standpoint, the cost was much lower than trying to co-locate with the new future fire station. ***Presentation only. This item will return to the Council Meeting on July 6, 2021.***

### **5. A presentation regarding the Intent Statement for the Southwest Area Plan. (21-067) ([3:57:20](#))**

Cliff Strachan, Council Executive Director, presented. Mr. Strachan briefly outlined the history of the earlier adoption of the west side development policies. Councilor David Harding referred to presentation materials he had previously sent and some of the outstanding questions raised in the previous discussion. Mr. Harding referred to several images which represented different stages in the policy-making process and what the Council had approved at various steps. ***Presentation only. This item was already scheduled for the Council Meeting on June 15, 2021.***

### **6. An update on the agreement with Christensen Oil authorized by Ordinance 2020-21. (21-078) ([2:18:19](#))**

Gary McGinn, Community and Neighborhood Services Director, presented. Mr. McGinn highlighted the history of this issue relating to permitted uses in the M1 zone and the Christensen Oil operation. The Mayor has executed an agreement with Christensen Oil in line with what was authorized by the Council a year ago. Mr. McGinn noted several items which had been added to the agreement voluntarily on the part of Christensen Oil. He and the Fire Department have recommended that the Mayor sign the agreement and she has done so. Mr. McGinn noted that it did not address every issue that residents may have with the site, but it mitigated conditions that had created concern in the past. Christensen Oil and their bulk oil distribution use now conforms with the City Code and it allows Provo City to work with them to increase the safety of the site in ways that were not required by the Fire Code at the time the business began operating. Mr.

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McGinn explained this was simply a presentation to update the Council on the results of the executed agreement. Councilor Travis Hoban noted several of the items that the Council had desired at the time this item was approved. Mr. McGinn confirmed that the Council's expectations were met; Christensen Oil has gone beyond those requirements to commit to other conditions that will improve safety on the site. Mr. McGinn noted that many neighbors may still not be satisfied with these results, but it was a unique situation and they have achieved safer results with this agreement than without it. Councilor Shannon Ellsworth understood that Christensen Oil was making about \$250,000 in improvements, which were not required by law; she felt this was a good-faith effort by a local business to be a good team player.

Brian Jones, City Attorney, presented. He noted that some people may have felt that there was not enough public feedback on this issue. Mr. Jones briefly reviewed the public input; it was heard before the Planning Commission and then at three separate Council Meetings. The agreement was attached to the ordinance passed by the Council last June; even though this was approved and authorized, the Administration has tried to listen to and solicit more feedback from the public. Mr. Jones noted that a lot of the feedback from the public, in addition to being repetitive to feedback received in all the public meetings, essentially asked for the Mayor to impose requirements that the Council had not considered, or had considered and not asked for, or to require Christensen Oil to comply with regulatory codes that did not apply to them. Mr. Jones noted that not all the feedback could be incorporated, nor was all of it requested to be included. Mr. Jones explained that residents unhappy with the agreement were already unhappy with it a year ago at the time of the Council's decision. Mr. Jones highlighted specific items that were added to the agreement beyond the Council's original ordinance, some of which did correlate to public feedback received. The public is not party to this agreement and the agreement was not subject to public approval; only the City and Christensen Oil were parties to the agreement.

Fire Chief Jim Miguel also presented. About two years ago, the Fire Department began meeting with the Maeser Neighborhood to address some quality of life concerns. Chief Miguel noted that this agreement and the conditions outlined in it makes the facility significantly safer. The Fire Department will continue to look at complaints related to quality of life issues and to work with the neighborhood on an ongoing basis to take those complaints seriously. On occasion, they will receive the same complaint many times over; due to the vested rights of this business, the conditions apply differently to this grandfathered use. Chief Miguel explained the department's commitment to ensure a safe and peaceful coexistence between Christensen Oil and the surrounding area. Mayor Michelle Kaufusi expressed that this agreement represented significant improvements. She appreciated hearing from residents and she expressed appreciation to Chief Miguel, Battalion Chief Lynn Schofield, and Mr. McGinn and his team. ***Presentation only.***

### **Redevelopment Agency Governing Board**

The Council recessed and the group reconvened as the Redevelopment Agency Governing Board. RDA Chair Shannon Ellsworth introduced the next item.

#### **7. A presentation regarding the Redevelopment Agency operations. (21-070) (2:35:41)**

David Walter, Redevelopment Agency Division Director, presented. Mr. Walter presented on the statutory purposes for the RDA as outlined in state code. Mr. Walter shared more details about

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redevelopment project areas in the Provo, as well as tax increment financing projects and how this process worked. Mr. Walter reviewed details of the current tax increment projects in Provo City. Several of the project areas in Provo are due to expire in the coming years and these tax increment projects will drop off. Mr. Walter also showed before-and-after photos of many downtown area projects which were funded with tax increment dollars.

Board Member Travis Hoban asked how the RDA assessed whether or not projects could have happened independently. Mr. Walter explained that they work closely with the entities involved with various projects to evaluate their pro forma calculations to identify opportunities that could not have happened but for the Agency's involvement. Mr. Hoban also shared his support on holding firm and ending the subsidy when the timing is up; he felt this was important to the integrity of the program. Mr. Walter agreed that this was important to keeping the program above board; the Agency commits to the other taxing entities on the sunset dates. Board Member David Shipley asked about the properties going offline this coming year and asked for an estimate of how the City's tax revenue would be impacted. He thought this might represent some benefits to the various taxing entities, each of which were facing their own unique funding challenges. Board Member David Harding shared comments as well. He thought the program needed to be used judiciously. Mr. Harding also discussed the importance of the parking assets managed by the Agency. *Presentation only.*

### **8. Approval of an Exclusive Negotiating Agreement with McWhinney Real Estate and Appropriate \$100,000 from the New Development (Fund 279) Fund Balance to help pay for studies (21-072) ([3:03:37](#))**

David Walter, Redevelopment Agency Division Director, presented. Mr. Walter reviewed the results of the RFP process the City underwent previously. McWhinney Real Estate has done great work in the intermountain west and has been selected as the developer for the downtown block. Mr. Walter outlined several of the next steps involved in the process, noting which would be coming before the Council at the Council Meeting that evening.

Kirsty Greer and Trae Rigby, McWhinney Real Estate, responded to questions from the Council. Board Member Travis Hoban asked about the use for the \$100,000 appropriation. Ms. Greer explained that about \$350,000 would pay for civil engineering, an architectural firm, market studies (proving the market and proving demand), and a very robust community engagement process. Normally as a private developer, they would determine all of this on their own; but in this case, as a partnership with Provo City, they hope the City and community will inform not only what is marketable and economically feasible, but also what this community wants. It is a significant risk to McWhinney given the limitations of the site and not knowing the community's expectations.

Board Member Bill Fillmore thanked Ms. Greer and Mr. Rigby—their great reputation precedes them and he thought this was a great answer to the start of this joint development project. In response to a follow-up question from Mr. Fillmore, Ms. Greer shared more details on the studies. Ms. Greer explained that site investigation studies would include demolition abatement, geotechnical and environmental reports; 180-day participation from Tribal Architects as the architectural planner and Design Workshop as the land planner; a community feedback process

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to obtain input while formulating a concept plan responsive to this input; a national market study on retail demand, office demand, hotel demand, and multifamily demand; a specific hotel-focused market study from a local Utah consultant; and legal expenses as part of the joint venture negotiations. Mr. Walter clarified that the old city hall demolition would be part of this project.

Mr. Fillmore commended McWhinney on their track record and commented that this project was a critical component and catalyst for economic development in the future. Board Member David Harding asked if there was a Redevelopment Agency project area on the city center block. Mr. Walter indicated that a project area was created in 2013, but has never been activated. The area extended from 600 West to 100 East for one block immediately north and south of Center Street. He indicated that it could be activated for this block once the project began, but it would need to be determined by the RDA Board. Mr. Harding asked if there had been any decision on whether to sell or lease the property; Mr. Walter indicated that a joint development agreement would be part of the process. There were unique opportunities either to selling or retaining the property.

In response to Mr. Hoban's continued concerns, Mr. Parker elucidated the details of the funding; this appropriation was to come from tax increment funds. This was a very normal use for those dollars, as it provides a necessary stimulus to the types of redevelopment projects that seed the fund. Mr. Parker noted this was the usual source for contract services related to development proposals. RDA Board Chair Shannon Ellsworth thanked the group for sharing questions and concerns. She expressed her hope that the community outreach consisted of a diverse and inclusive group of citizens and stakeholders. Mr. Walter shared more details on the outreach. Becky Zimmerman, Design Workshop, shared more insight on the outreach process, which their firm would assist. She expressed that they have learned a lot through the general plan process and outreach in Provo and would be applying this insight to the downtown redevelopment project outreach process as well. She highlighted the types of questions that would be part of the community surveys as well as the website which would launch soon. Board Member George Handley hoped that the redevelopment project would be user-friendly to the entire community and geographically accessible from all angles, as well as pedestrian-friendly. He was hopeful this would continue the forward moment of downtown. ***Presentation only. This item was already scheduled for the Council Meeting on June 15, 2021.***

### **9. A resolution regarding a Parking Sublicense Agreement between the Redevelopment Agency of Provo City, Provo Housing Authority, Norco Vista LLC, and 85 North Condominium Association Inc. (21-077) ([3:26:18](#))**

David Walter, Redevelopment Agency Division Director, presented. Mr. Walter outlined the history of this item and invited questions from the Board Members. Board Member David Harding said he had understood that the assignment of parking was for the project itself. Mr. Walter and Robert Vernon, Provo Housing Authority Executive Director, clarified the details about the parking assignment. When the Housing Authority had acquired the site, there had already been a parking lease in place. Board Member David Shipley asked if the 120 parking spaces in the agreement were the only ones that the City could access. Mr. Walter clarified that the City has approving rights for 204 spaces, which were split off into different entities, and that there was still public access throughout the parking garage. ***Presentation only. This item was already scheduled for the Council Meeting on June 15, 2021.***

## *Pending minutes – awaiting approval*

### **Policy Items Referred from the Planning Commission**

The Redevelopment Agency Governing Board adjourned and the Council reconvened.

- 10. An ordinance amending the Zone Map classification of approximately 3.8 acres of real property, generally located at 5600 N University Avenue, from Manufacturing Park (MP) to General Commercial (CG) Zone. Riverbottoms Neighborhood. (PLRZ20200272) ([3:36:47](#))**

Dustin Wright, Planner, presented. Mr. Wright outlined the property and the request. He noted that the applicant has proffered a development agreement, one element of which addressed the parking provided at the project. The Planning Commission has forwarded a positive recommendation for this project. Councilor George Handley asked if this had any impact on 5600 North; there has been some discussion of whether this would become a major intersection. Mr. Wright noted that Public Works has examined the proposal and the developer would make improvements along 5600 North according to city standards. As far as the possible impacts, Public Works staff could address any traffic impacts at the Council Meeting that evening. Councilor David Harding hoped that the applicant could embrace the riverfront to make that an amenity as part of the commercial attraction for the area. Mr. Wright noted they could not build within 100 feet of the river, but their concept plan indicates trails and other elements which would incorporate the river as an amenity. *Presentation only. This item was already scheduled for the Council Meeting on June 15, 2021.*

- 11. An ordinance amending the Zone Map classification of approximately .80 acres of real property, generally located at 690 E 500 S, from Residential Conservation (RC) to Medium Density Residential (MRD) zone. Maeser Neighborhood. (PLRZ20210086) ([3:40:48](#))**

Brandon Larsen, Planner, presented. Mr. Larsen shared details about the proposed project for a 15-unit townhome development, which use is consistent with the neighborhood and general plan. *Presentation only. This item was already scheduled for the Council Meeting on June 15, 2021.*

- 12. An Ord. amending the Zone Map classification of approximately 23.5 acres of real property, generally located at 200 N Lakeshore Dr. from Agricultural (A1.10) and (A1.5) to Residential (R1.8) and Residential Agricultural (RA) Zone. Fort Utah Neighborhood. (PLRZ20210049) ([3:44:35](#))**

Brandon Larsen, Planner, presented. Mr. Larsen highlighted the future land use map for the west side and reviewed the concept plan for the project. Councilor George Handley asked about river access and Mr. Larsen responded to this question, noting that he could invite Parks and Recreation to share further clarification on the related issues. The developer would be present at the Council Meeting that evening and could elaborate on the concerns as well. Councilor David Harding liked the integration shown on concept plan with projects to the east; he thought the same type of integration was needed to the west as well, especially given that a future city park was planned for the area—interconnectedness would be very important. Mr. Larsen also noted

## *Pending minutes – awaiting approval*

that Lakeview Parkway will connect down through that area. Councilor Shannon Ellsworth said she had no specific concerns about the concept plan that was presented. She had ongoing concerns, however, that as more developments continued to orient the back of projects toward the river, this does not create safe spaces for women and children who use trails in the city.

***Presentation only. This item was already scheduled for the Council Meeting on June 15, 2021.***

### **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. ***None requested.***

### **Adjournment**

***Adjourned by unanimous consent.***

# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** MISANDERS  
**Department:** Council  
**Requested Meeting Date:**

**SUBJECT:** A presentation regarding the Neighborhood Program. (21-071)

**RECOMMENDATION:** Presentation and discussion. Any potential changes can be directed to the Neighborhood Advisory Board.

**BACKGROUND:** Provo City's Neighborhood Program has been in place for over 50 years. Council staff recently conducted a survey on Open City Hall to get insight on how residents are participating in the program and how they would like to be involved. The survey also included some ideas for potential changes.

The Neighborhood Program is Chapter 2.29 of the Provo City Code. Council staff manage the Neighborhood Program under the direction of the Council and would like to give an update on the program as well as gather any recommendations from the Council on updates to be made.

**FISCAL IMPACT:** None

**PRESENTER'S NAME:** Karen Tapahe, Community Relations Coordinator

**REQUESTED DURATION OF PRESENTATION:** 60 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:** 21-071

## Chapter 2.29

# NEIGHBORHOOD PROGRAM

Sections:

**2.29.010** **Neighborhood Organizations Created.**

**2.29.020** **Purposes.**

**2.29.025** **Duties.**

**2.29.030** **Organization.**

**2.29.040** **Neighborhood Meetings.**

**2.29.050** **Matching Grant Review Process.**

**2.29.060** **Neighborhood Chair Fee Waivers.**

### **2.29.010 Neighborhood Organizations Created.**

(1) *Neighborhoods and Neighborhood Areas.* There are hereby established geographic areas within the City which shall be known as Neighborhoods and Neighborhood Areas as shown on an Official Neighborhood Map<sup>1</sup> adopted by the Municipal Council and which by this reference is made a part of this Chapter. The term “Neighborhood” means a geographically distinct portion of the City which is represented by a Neighborhood Chair as set forth in this Chapter. The term “Neighborhood Area” means four (4) or more geographically adjacent Neighborhoods. The boundaries of Neighborhoods and Neighborhood Areas shall be determined by the Municipal Council and shall appear on the Official Neighborhood Map.

(2) *Neighborhood Area Councils.* A Neighborhood Area Council is hereby created for each Neighborhood Area. Each Neighborhood Area Council shall consist of Chairs from each Neighborhood located within the boundaries of the Neighborhood Area as shown on the Official Neighborhood Map. Each Neighborhood Area Council shall elect one (1) member who shall serve as the Area Representative and a different member who shall serve as the Assistant Area Representative.

(3) *Neighborhood Advisory Board.* A Neighborhood Advisory Board is hereby created. The Neighborhood Advisory Board shall be a Municipal Council Board and shall consist of no more than nine (9) members, made up of:

- (a) Each Area Representative or their designated replacement (as described in Section [2.29.030\(2\)](#), Provo City Code);
- (b) A Municipal Council Member appointed by the Municipal Council to serve as Chair of the Board;
- (c) Up to two (2) additional Municipal Council Members appointed by the Municipal Council; and
- (d) Other persons recommended by the Board and appointed by the Municipal Council.

(4) *Neighborhood Program.* The Neighborhood organizations and their associated activities created by this Chapter shall be referred to as the Neighborhood Program.

(Rep&ReEn 2000-34, Am 2015-47, Am 2017-12, Am 2017-55, Am 2019-12)

**1 Code reviser's note:** Ordinances [2017-12](#) and [2019-12](#) amend the Neighborhood Map adopted by reference in this chapter.

## 2.29.020 Purposes.

(1) *Neighborhoods.* The purposes of organizing the City into Neighborhoods are as listed below:

- (a) Identify and build on the strengths and assets of each Neighborhood in order to solve local problems and meet local needs and desires;
- (b) Bring Neighborhood residents and other local stakeholders (including Neighborhood businesses and residential landlords) together to achieve the shared goals of the Neighborhood;
- (c) Develop Neighborhood-focused policy and legislative recommendations to the Municipal Council;
- (d) Work together with the Municipal Council to develop programs, initiatives, and remedies in partnership with City administrative departments and other pertinent organizations;
- (e) Provide each Neighborhood with a direct line of communication to and from the Municipal Council and Mayor through the Neighborhood Chair; and
- (f) Address any other goals of the Neighborhood Program as determined by the Municipal Council.

(2) The Neighborhood Program is intended to provide advice and recommendations to the Municipal Council to aid them in their decision making, and to provide the citizens of Provo additional opportunities for input and feedback regarding land use decisions that affect their communities. The Neighborhood Advisory Board is not a legislative body. Area Representatives, Neighborhood Chairs, and Vice-Chairs are not elected officials and do not have any implied legislative or executive authority.

(Rep&ReEn 2000-34, Am 2015-16, Am 2015-47, Am 2017-55)

## 2.29.025 Duties.

(1) *Neighborhood Chairs.* The Neighborhood Chairs shall inform Neighborhood residents of current City issues on a regular basis. The Neighborhood Chairs shall survey Neighborhood strengths, assets, needs, recommendations, and problems and shall provide a summary of such to the Municipal Council and the Mayor. Neighborhood Chairs shall also assist the Council and Administration in the implementation and operation of Neighborhood-related City programs, initiatives, and projects in their Neighborhoods as requested.

(2) *Neighborhood Area Councils.* The Neighborhood Area Councils shall work together to achieve the purposes articulated in Section [2.29.020](#), Provo City Code. Area Representatives and Assistant Area Representatives shall communicate current City issues to the Neighborhood Chairs within their Neighborhood Area and report issues raised by Neighborhood Chairs back to the Municipal Council and the Mayor.

Neighborhood Chairs Seminar. The Municipal Council Executive Director shall organize a training seminar for all Neighborhood Chairs at least twice a year.

Neighborhood Area Council Meeting. Each Area Representative should convene a Neighborhood Area Council Meeting at least twice a year to which all Neighborhood Chairs in the Neighborhood Area shall be invited. Such meetings may be held as breakout sessions before or after a Neighborhood Chairs Seminar. Area Representatives shall gather information on Area needs and recommendations from Neighborhood Chairs and shall provide such information to the Municipal Council and the Mayor. Area Representatives shall also assist the Council and the Mayor in the implementation and operation of Area-related City programs, initiatives, and projects in their Neighborhood Area as requested.

(3) *Neighborhood Advisory Board.* The Neighborhood Advisory Board shall assist Neighborhood Chairs and Area Representatives in achieving the purposes articulated in Section [2.29.020](#), Provo City Code.

(a) In addition, the Neighborhood Advisory Board shall have the following duties:

(i) Make recommendations to the Municipal Council on the operation, programs, and policies of the Neighborhood Program;

(ii) Review requests for a waiver of land use application fees by a Neighborhood Chair as provided in Section [2.29.060](#), Provo City Code;

(iii) Receive, review, and recommend for approval or rejection Neighborhood matching-fund applications according to procedures established by the Municipal Council and the provisions of Section [2.29.050](#), Provo City Code; and

(iv) As requested by the Municipal Council, when a Neighborhood plan is submitted by the Community and Neighborhood Services Department, recommend persons to the Municipal Council to be appointed to a citizen commission charged with reviewing the plan and making recommendations to the Municipal Council regarding the plan.

(b) Also, individual members of the Neighborhood Advisory Board may:

(i) Make recommendations to Council staff regarding the timing of meetings to elect Neighborhood Chairs and Vice-Chairs, and Area Representatives and Assistant Area Representatives;

(ii) Conduct election meetings when requested by Council staff.

(Enacted 2015-16, Am 2015-47, Am 2017-55, Am 2019-03, Am 2020-57)

## 2.29.030 Organization.

(1) *Neighborhood.* Each Neighborhood shall be guided by the provisions of this Subsection.

(a) In a meeting held under the direction of the Municipal Council Executive Director, each Neighborhood shall elect its Chair and one (1) to three (3) Vice-Chairs, subject to the availability of residents willing to serve. Vice-Chairs serve in the absence of the Chair and assist with Neighborhood Chair responsibilities. The Chair and each Vice-Chair shall be a resident of the Neighborhood which they are elected to represent and shall be elected, in accordance with rules established by the Municipal Council Executive Director, by a majority of the adult residents of the Neighborhood who are present at the election meeting. Chairs are elected to serve approximately four (4) years. Vice-Chairs are elected for a period corresponding with that of the current Chair. If, for whatever reason, a Chair ceases to serve during that period, the current Vice-Chair(s) shall continue to serve until the election of a new Chair, at which point a new election shall also be held for the Vice-Chair positions. Newly elected Neighborhood Chairs shall be formally recognized at an ensuing Municipal Council meeting.

(b) Exceptions to Subsection [\(1\)\(a\)](#) of this Section shall be made in the Downtown, East Bay, and University Neighborhoods. In the East Bay Neighborhood, the East Bay Association shall appoint the Chair. In the University Neighborhood, the President of Brigham Young University is the Chair and may appoint one (1) or more Vice-Chairs as designated representatives. In the Downtown Neighborhood, there shall be two (2) Chairs: one (1) Chair shall be appointed by Downtown Provo, Inc., and one (1) Chair shall be elected by Neighborhood residents in accordance with Subsection [\(1\)\(a\)](#) of this Section. The Chairs of the Downtown Neighborhood shall each have all of the responsibilities and duties of a Neighborhood Chair described in this Chapter.

(c) Except for the Downtown and East Bay Neighborhoods, each Neighborhood, in a meeting held under the direction of the Municipal Council Executive Director, shall allow owners of the businesses located within the Neighborhood to elect a representative who shall serve as the Business Liaison to represent their interests at Neighborhood meetings and in presentations to the Municipal Council. Business Liaisons shall not be eligible to fill in for the Neighborhood Chair in matters representing the voice of the Neighborhood residents.

(d) Each Neighborhood Chair may appoint other residents of the Neighborhood to assist in the Chair's duties. The Neighborhood Chair, Vice-Chair(s), Business Liaisons, and the Neighborhood Chair's appointees shall constitute a Neighborhood Board. Each Neighborhood Board may establish its own bylaws to effectuate the orderly administration of its Neighborhood; provided, however, that the Neighborhood Chair and Vice-Chairs shall be elected as set forth in Subsection [\(1\)\(a\)](#) of this Section.

(e) The Neighborhood Chair may be removed from office according to the following procedure. A petition form may be obtained from the Municipal Council Executive Director, signed by representatives of at least fifty (50) households in the Neighborhood requesting the removal of the Neighborhood Chair, and submitted to the Executive Director. It shall then be the duty of the Executive Director to submit the question of removal to the residents of the Neighborhood at a Neighborhood Meeting convened for that purpose. No vote on the removal of a Neighborhood Chair shall be taken unless seventy-five percent (75%) of those who signed the petition are present in person at the meeting. No Neighborhood Chair shall be removed unless two-thirds (2/

3) of the residents of the Neighborhood who are present in person at the meeting shall vote in favor of such removal. A petition for removal of the Neighborhood Chair shall not be submitted until six (6) months after the Chair was elected. A petition for removal may not be submitted more than twice during a Neighborhood Chair's current term.

(f) The Municipal Council Executive Director shall notify the Municipal Council in writing when a Neighborhood Chair is no longer actively performing the duties of a Chair. If the Executive Director has not been able to resolve the situation within two (2) weeks of the time such notice was given, the Council may give written notice to the Executive Director that a new election meeting for Neighborhood Chair shall be held.

(2) *Neighborhood Area Council.* Each Neighborhood Area Council shall be guided by the provisions of this Subsection.

(a) Each Neighborhood Chair shall serve as the Neighborhood's representative to the Neighborhood Area Council. Each Chair shall designate a Vice-Chair to serve in their absence at Neighborhood Area Council meetings.

(b) Each Neighborhood Area Council shall elect from its members one (1) Chair or Vice-Chair to serve as the Area Representative and one (1) Chair or Vice-Chair to serve as the Assistant Area Representative; provided, that a Vice-Chair may not be elected to serve as an Area Representative or Assistant Area Representative without the approval of that Vice-Chair's Neighborhood Chair. The Assistant Area Representative, or a designated Neighborhood Chair from the area, may serve in the absence of the Area Representative on the Neighborhood Advisory Board.

(c) Area Representatives and Assistant Area Representatives shall be elected by a majority of Neighborhood Chairs within that Area who are present in person at the Neighborhood Chair Seminar at which the election meeting is held each year. A Neighborhood Chair may designate a Vice-Chair to attend the election and vote in his or her place. A special election meeting shall be convened by the Municipal Council Executive Director to fill any vacancy that may arise in Area Representative or Assistant Area Representative positions.

(d) Neighborhood Area Councils may alter Neighborhood boundaries within its Area by a unanimous vote of its members if such alteration is subsequently approved by the Municipal Council.

(3) *Neighborhood Advisory Board.* The Neighborhood Advisory Board shall be guided by the provisions of this Subsection.

(a) The Neighborhood Advisory Board shall meet at such times as the Advisory Board or Municipal Council deems necessary. Minutes of this meeting shall be distributed to all Neighborhood Chairs and Municipal Council members.

(b) A quorum of the Neighborhood Advisory Board must be present before the Board may vote on any issue. Motions by Board members shall be passed by majority vote of those Board members present in person at the meeting. Assistant Area Representatives and Neighborhood Chairs may attend, but only Area Representatives shall vote, except when an Assistant Area Representative or other designated Neighborhood Chair has been requested to attend in the absence of the Area Representative.

(Rep&ReEn 2000-34, Am 2004-38, Am 2006-45, Am 2006-53, Am 2007-16, Am 2010-09, Am 2012-24, Am 2015-47, Am 2017-55, Am 2018-15, Am 2019-03, Am 2020-63)

## **2.29.040 Neighborhood Meetings.**

(1) *Local Issue Meetings.* A Neighborhood Chair may call a neighborhood meeting at any time to discuss issues of concern to residents of the neighborhood.

(2) *Development Proposal Meetings.*

(a) Within five (5) calendar days after receiving a complete land use application for any matter subject to a public hearing, the Community and Neighborhood Services or Development Services Departments shall mail notice of the application to the Neighborhood Chair of the neighborhood where the subject property is located. If the subject property is located within one thousand (1,000) feet from an adjoining neighborhood, the Community and Neighborhood Services or Development Services Departments shall also notify the Chair of that neighborhood.

(b) Within seven (7) calendar days after a land use application is deemed complete, the applicant shall contact the Neighborhood Chair of any neighborhood entitled to notice described in Subsection [\(2\)\(a\)](#) of this Section to discuss the application. The Neighborhood Chair must call for a neighborhood meeting to consider applications for a general plan amendment or zone change unless the application is filed by Provo City and has Citywide impact. For other application types, the Neighborhood Chair shall determine whether a neighborhood meeting should be held or waived.

(i) A neighborhood meeting held under this Section shall be scheduled for a date within forty-five (45) days of the sending of the notice described in Subsection [\(2\)\(a\)](#) of this Section.

(ii) Failure to hold a meeting required under this Subsection shall not invalidate consideration of an application by the Planning Commission or Municipal Council. (Related ordinances governing procedures of the Planning Commission are found in Sections [14.02.010](#) and [15.17.040](#), Provo City Code.)

(c) Where waiver of a neighborhood meeting is permitted under Subsection [\(2\)\(b\)](#) of this Section, the Chair shall notify the Municipal Council Executive Director in writing within fourteen (14) calendar days after the Community and Neighborhood Services or Development Services Departments mail notice of the application to a Neighborhood Chair that the neighborhood:

(i) Will organize a meeting to review and comment on the application; or

(ii) Waives the right to hold a neighborhood meeting.

(iii) If the Executive Director does not receive notice from the Neighborhood Chair in the period described above, the neighborhood meeting requirement shall be waived.

(d) A neighborhood meeting shall be held subject to the following procedures listed below:

- (i) The meeting shall be called and organized by the Neighborhood Chair. The Neighborhood Chair shall set the agenda and conduct the meeting.
- (ii) The meeting shall be scheduled for a date no later than forty-five (45) calendar days after the date when the Community and Neighborhood Services or Development Services Departments mail notice of the application to the Neighborhood Chair.
- (iii) The meeting shall be held within the boundaries of the neighborhood or at another location as reasonably determined by the Neighborhood Chair.
- (iv) The applicant shall bear the cost of printing and distributing information necessary for the meeting.
- (v) At least seven (7) calendar days prior to the neighborhood meeting, the applicant shall provide notice of the meeting to the Council Office and all neighbors within one thousand (1,000) feet of the proposed development. Upon request of the Neighborhood Chair, notice shall be provided to the entire neighborhood area.
- (vi) The Neighborhood Chair shall file a written report of the meeting with both the Council Office and the Community and Neighborhood Services or Development Services Departments within five (5) calendar days following the neighborhood meeting. Reports should include information on who was present at the meeting, a breakdown of the type of opinions/responses voiced at the meeting and received by the Chair outside of the meeting, and any specific concerns or recommendations.
- (vii) If the Neighborhood Chair is unable to fulfill the foregoing responsibilities, the Chair may designate the Neighborhood Vice-Chair, the Neighborhood Area Council Representative, or an individual who resides within the neighborhood boundaries to carry out these responsibilities.

(Enacted 2006-53, Am 2015-47, Am 2016-20, Am 2018-23, Am 2020-57)

### **2.29.050 Matching Grant Review Process.**

- (1) The Municipal Council shall establish criteria for awarding matching grants and shall establish procedures for evaluating and approving grant applications.
- (2) Municipal Council staff will review applications for completeness and submit complete applications to the Neighborhood Advisory Board. Office staff may provide observations and recommendations concerning applications.
- (3) The Neighborhood Advisory Board will review, request additional information as needed, and recommend approval or rejection of the application.
- (4) The Municipal Council Executive Director may accept or reject the Neighborhood Advisory Board's recommendation regarding any matching grant application, subject to direction by the Municipal Council Chair.

(Enacted 2017-55)

## **2.29.060 Neighborhood Chair Fee Waivers.**

- (1) A Neighborhood Chair may request a fee waiver before submitting an application to the Community and Neighborhood Services or Development Services Departments for:
  - (a) A text amendment to the General Plan or Title [14](#) or [15](#), Provo City Code; or
  - (b) A map amendment to the [General Plan Map](#) or the Zone Map of Provo.
- (2) A Neighborhood Chair may only submit a fee waiver request if:
  - (a) The Chair first holds a neighborhood meeting at which a simple majority of those neighborhood residents present vote in support of the proposed amendment;
  - (b) The Chair is not the developer, or the agent of a developer, of a project related to the proposed amendment; and
  - (c) The Chair will not receive an economic benefit for advancing the proposed amendment or for any project related to the proposed amendment.
- (3) The Neighborhood Advisory Board shall review the fee waiver request and make a recommendation for approval or denial of the request to the Community and Neighborhood Services or Development Services Director based on whether the Board believes the proposed amendment:
  - (a) Will benefit the entire City; or
  - (b) Will benefit the neighborhood of the submitting Chair and will not be a detriment to other areas of the City.
- (4) The Community and Neighborhood Services or Development Services Director, or the Director's designee, shall make the final determination on the fee waiver request at the Director's, or designee's, discretion.

(Enacted 2019-03, Am 2020-57)

**The Provo City Code is current through Ordinance 2021-17, passed April 20, 2021.**

Disclaimer: The city recorder has the official version of the Provo City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

**Note:** This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

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City Telephone: (801) 852-6000

[Code Publishing Company](#)



# PROVO CITY MUNICIPAL COUNCIL

Staff Memorandum

Karen Tapahe, Community  
Relations Coordinator

## Provo City's Neighborhood Program

July 1, 2021

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### **Background**

Provo City's Neighborhood Program was created in 1968 by the City Commission in order to give input on the City's General Plan. It took a few years to get formalized, with 19-20 neighborhoods created and the Neighborhood Chairs appointed by the City. Adjustments were made to neighborhood boundaries as Provo grew and there are now 34 official neighborhoods. Neighborhood Chairs are elected by neighborhood residents and serve four-year terms.

Individual neighborhoods are grouped into Area Councils, with an Area Representative selected for each on an annual basis. The five Area Councils are useful for providing mentorship for new Chairs, identifying shared issues, and sending and gathering information. Neighborhood Chair/Vice Chair and Area Representative/Assistant Representative are all volunteer positions.

The program also includes a provision for matching grants. Neighborhoods can apply for funds for projects that improve the community, provided they are committed to matching those funds with volunteer labor or donations. Projects have included painting murals, installing sidewalks, placemaking signs, playground equipment, clearing trails, planting trees, revitalizing parks, and more. The funds are often maximized by working with City departments on projects of mutual interest.

The Neighborhood Program is under the direction of the Municipal Council and is incorporated into the City Code under [Chapter 2.29](#). Staff, under the direction of the Council's Executive Director, manage the program and coordinate with Neighborhood Chairs. Most program activities are coordinated by the Community Relations Coordinator and the matching grants program is managed by the Council's Executive Office Assistant. A Neighborhood Advisory Board comprised of Councilors and Area Representatives was created to manage some review functions for the program and make recommendations.

To ensure the usefulness of the program, it is wise to regularly review it and make adjustments as needed. Provo's population continues to grow. We have new technological resources available for reaching out to the public, while other communication methods are fading away. To determine where we currently stand, Council staff conducted a survey on Open City Hall to gather input on the Neighborhood Program. 391 responses (153 registered, 238 unregistered) were received over a period of three weeks. The survey and complete results can be found online: [https://www.opentownhall.com/portals/258/Issue\\_10700/survey\\_responses?scope=all](https://www.opentownhall.com/portals/258/Issue_10700/survey_responses?scope=all)

After nearly seven years of coordinating the Neighborhood Program, I have gathered information from surveys, spoken to past and present neighborhood leaders, and looked into similar programs in other cities to develop a list of concerns, recommendations, and suggestions.

Because each Councilor has had different experiences with and understanding of the program, it would be helpful to get direction from the Council as a whole before bringing any proposed changes to the Neighborhood Advisory Board for discussion. Another option would be to form a separate committee to review the program and return to the Council with recommendations.

### **Program Concerns**

- Residents don't know about the Neighborhood Program
- Residents don't know that neighborhood meetings are being held
- Challenges in finding meeting locations
- Low attendance/participation at neighborhood meetings
- Too many neighborhoods to manage effectively
- Inconsistency in gathering neighborhood feedback
- Inconsistency in how zone change applications are reviewed in the required neighborhood meetings
- Neighborhood Chairs want more interaction with and direction from the Council
- Difficulty in getting people to volunteer to be Neighborhood Chair in some neighborhoods while other neighborhoods end up with contentious elections
- Virtual meetings and in-person meetings bring in different sets of attendees
- Confusion on what the role of the Neighborhood Chair is and what the goal of the program is

## **Next Steps**

- Decide whether to send this discussion to the Neighborhood Advisory Board or to create a separate review committee
- Give direction on
  - Neighborhood Program goal (purpose)
  - Role of the Neighborhood Chair
  - Management of the Neighborhood Program

# provo

NEIGHBORHOOD PROGRAM

**34 PROVO NEIGHBORHOODS**

**EACH HAS A NEIGHBORHOOD CHAIR**



**CHAIR BRINGS INFORMATION BACK TO NEIGHBORHOOD RESIDENTS**



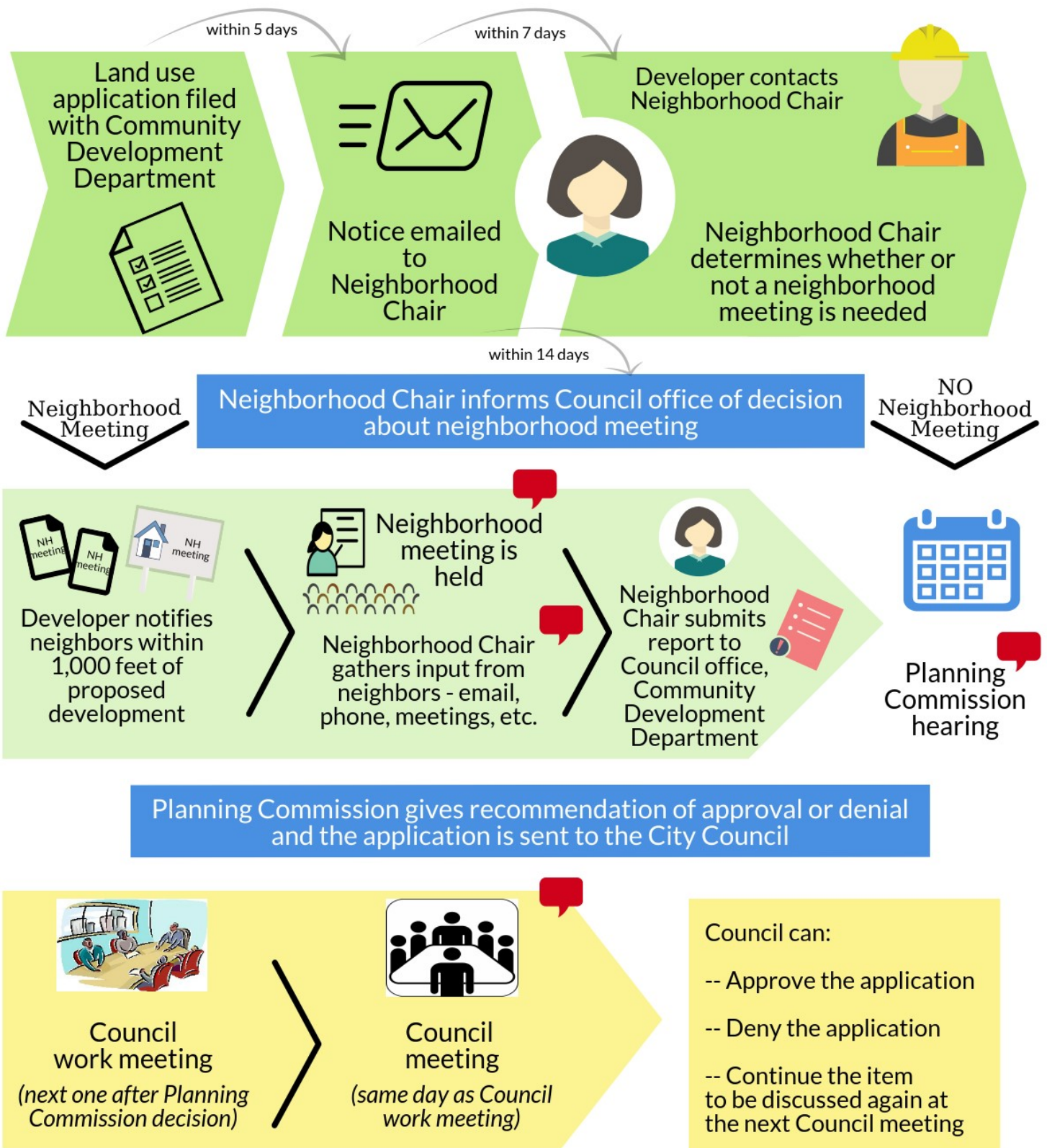
**COMMUNICATION BETWEEN PROVO CITY AND NEIGHBORHOOD CHAIR**



**NEIGHBORHOOD CHAIR REPRESENTS NEIGHBORHOOD AT PLANNING COMMISSION AND CITY COUNCIL MEETINGS**



# Provo City Land Use Application Process



Watch for this symbol to indicate where the public can comment or give input.



Plus you can always reach out to your Neighborhood Chair or Council members to share your thoughts.

# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** JMAGNESS  
**Department:** Council  
**Requested Meeting Date:** 07-06-2021

**SUBJECT:** A resolution approving Veracity Networks LLC's assignment of franchise agreement to Firstdigital Communications, LLC. (21-057)

**RECOMMENDATION:** This item will be heard at the regular Council Meeting tonight.

**BACKGROUND:** Veracity Networks LLC has notified Provo City that it intends to sell its assets and assign its rights to FirstDigital Communications LLC. Pursuant to Section 8.1 of the Franchise Agreement and Provo City Code § 5.03.030, this action requires approval of the Provo City Municipal Council.

City staff is not aware of any reason not to approve the assignment. Both Veracity Networks LLC and FirstDigital have active franchise agreements with the City. Section 8.1 of the Franchise Agreement states that the City may not unreasonably withhold or delay our consent.

**FISCAL IMPACT:** none

**PRESENTER'S NAME:** Marcus Draper, Assistant City Attorney

**REQUESTED DURATION OF PRESENTATION:** 10 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:** 21-057



TEL 801 852 6140  
351 W CENTER ST  
PO BOX 1849  
PROVO, UT 84603

## Provo City (*Legal*)

### Staff Memorandum

July 6, 2021

<p><b>Department Head</b> Brian Jones (801) 852-6144</p> <p><b>Presenter</b> Consent Agenda</p> <p><b>Required Time for Presentation</b> Consent Agenda</p> <p><b>Is This Time Sensitive</b> Yes</p> <p><b>Case File # (if applicable)</b> XX-XXX</p>	<p><b>Purpose of Proposal</b></p> <ul style="list-style-type: none"><li>To establish the terms of Cellco Partnership d/b/a Verizon Wireless' franchise with Provo City.</li></ul> <p><b>Action Requested</b></p> <ul style="list-style-type: none"><li>Approval of Franchise Agreement Assignment.</li></ul> <p><b>Relevant City Policies</b></p> <ul style="list-style-type: none"><li>Provo City Code Chapters 5.03 and 6.24.</li></ul> <p><b>Budget Impact</b></p> <ul style="list-style-type: none"><li>None.</li></ul> <p><b>Description of this item (at least 2 paragraphs)</b></p> <p>This is to help Council Members to have a clear understanding of what your item is.</p> <ul style="list-style-type: none"><li>Veracity Networks LLC has notified Provo City that it intends to sell its assets and assign its rights to FirstDigital Communications LLC. Pursuant to Section 8.1 of the Franchise Agreement and Provo City Code § 5.03.030, this action requires approval of the Provo City Municipal Council.</li><li>City staff is not aware of any reason not to approve the assignment. Both Veracity Networks LLC and FirstDigital have active franchise agreements with the City. Section 8.1 of the Franchise Agreement states that the City may not unreasonably withhold or delay our consent.</li></ul>
---	---

1 RESOLUTION 2021-.

2  
3 A RESOLUTION APPROVING VERACITY NETWORKS LLC'S  
4 ASSIGNMENT OF FRANCHISE AGREEMENT TO FIRSTDIGITAL  
5 COMMUNICATIONS, LLC. (21-XXX)  
6

7 WHEREAS, it has been proposed that Provo City approve Veracity Networks LLC's  
8 ("Veracity") assignment of its contractual rights and obligations under its Franchise Agreement  
9 to FirstDigital Communications, LLC ("FirstDigital"); and  
10

11 WHEREAS, Veracity has entered into an agreement to sell its assets to FirstDigital; and  
12

13 WHEREAS, Section 8.1 of Veracity's Franchise Agreement and Provo City Code §  
14 5.03.030 require that Veracity obtain Municipal Council approval prior to the assignment; and  
15

16 WHEREAS, on July 6, 2021, the Municipal Council met to ascertain the facts regarding  
17 this matter and receive public comment, which facts and comments are found in the public  
18 record of the Council's consideration; and  
19

20 WHEREAS, after considering the facts presented to the Municipal Council, the Council  
21 finds that (i) proposed assignment of Veracity Networks LLC's Franchise Agreement to  
22 FirstDigital Communications, LLC should be approved, and (ii) such action furthers the health,  
23 safety, and general welfare of the citizens of Provo City.  
24

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

28 PART I:  
29

30 Provo City hereby consents to Veracity Network LLC's assignment of its Franchise  
31 Agreement to FirstDigital Communications, LLC.  
32

33 PART II:  
34

35 This resolution shall take effect immediately.

# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** JMAGNESS  
**Department:** Council  
**Requested Meeting Date:** 07-06-2021

**SUBJECT:** A presentation on Envision Utah's Valley Visioning work. (21-080)

**RECOMMENDATION:** Presentation and discussion.

**BACKGROUND:** Envision Utah and the Utah Valley Chamber of Commerce completed a multi-year project to look at growth in Utah County. Phase One of the Valley Visioning project took place from October of 2018 through April 2019. A total of 12 public workshops were held across Utah County in which over 400 people were engaged. In addition, the online survey received 2,700 responses. The following document summarizes stakeholder outreach and public engagement to identify the top priorities for Utah County through 2050. It was found that safe and neighborly communities, economic opportunity, and natural recreation contribute most positively to resident quality of life while traffic, poor air quality, and crowding contribute most negatively. Looking forward, Utah Valley residents and visitors feel the highest priorities should be managing water, improving transportation, reducing air pollution, and improving education.

Phase Two of the Valley Visioning project took place from April 2019 to January 2020. This phase focused on the development of scenarios based on the feedback from six priority working groups. These priority group topics are: Air Quality, Water Quality and Quantity, Workforce and Education, Agriculture and Open Space, Housing, and Transportation. Five scenarios were modeled for impacts such as traffic, air quality, water usage, and teacher wages. The scenarios survey was opened in October 2019 and we recorded results through January 2020. In addition, Envision Utah held seven in-person workshops throughout the county to collect feedback. Over 11,000 people responded to the survey online and in person. These results form the beginning of the final vision.

In Phase Three, the priority working groups from Phase 2 were reconvened between February and March of 2020 to review the scenario survey results and develop draft vision statements, goals, and strategies. Through the summer and fall, Envision Utah developed and vetted a final countywide vision to ensure that the vision is a valuable resource for Utah County residents and decision makers. Cities throughout Utah County were consulted to review and add their ideas to the final vision. The project concluded with the release of the vision document on November 17, 2020. However, Envision Utah and Association of Utah County Chambers (AUCC) continued to engage county leaders

following the release. The vision was endorsed by the Utah County Council of Governments in April 2021.

**FISCAL IMPACT:** none

**PRESENTER'S NAME:** Curtis Blair, Utah Valley Chamber and Ari Bruening Envision Utah

**REQUESTED DURATION OF PRESENTATION:** 30 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:** 21-080

# UTAH VALLEY VISION FOR 2050

*A strategic plan to ensure Utah County remains a  
great place to live—now and in the future.*



***Utah County is growing fast. By 2050, twice as many people will call Utah County home, with a million more people by 2065. Most of these new residents will be our own children and grandchildren.***

This rapid growth will be a challenge, but with foresight and collaboration, it's an opportunity to make life in the valley even better than today.

That's why, in 2018, the Association of Utah County Chambers and Envision Utah launched Valley Visioning. Over two years, thousands of residents—along with business leaders, elected officials, university leaders, and others—came together to understand what choices we have to make as we grow and to imagine a beautiful and prosperous future.

This vision is the result. It's a representation of our highest aspiration for the future of Utah County, and the steps we should take to make it happen.



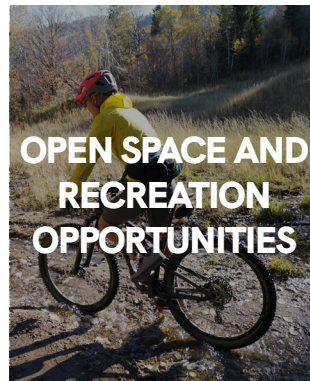
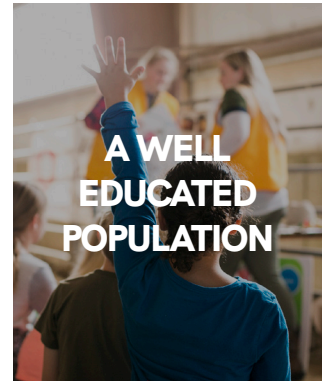
ASSOCIATION OF  
**UTAH COUNTY CHAMBERS**



# VISION FOR 2050

HERE'S WHAT UTAH VALLEY RESIDENTS SAID THEY WANTED FOR THE FUTURE

## THE VISION



THIS IS HOW WE'LL MAKE THAT VISION A REALITY

## THE STRATEGIES

- Develop a **network of walkable mixed-use centers** where jobs, housing, and transportation investments are coordinated.
- Develop a **variety of market-based neighborhood and housing types** for different life stages, incomes, and preferences that include open space and recreational amenities.
- Invest in **well-maintained highway, transit, and active transportation infrastructure** that effectively keeps up with growth.
- Maintain a **world-class education system, with high-quality educators**, that is responsive to workforce needs and increases the percentage of residents who complete degrees or certificates.
- Utilize landscaping, vehicles, infrastructure, and buildings that **efficiently use resources and minimize pollution** in cost-effective ways.

# 2050 VISION MAP

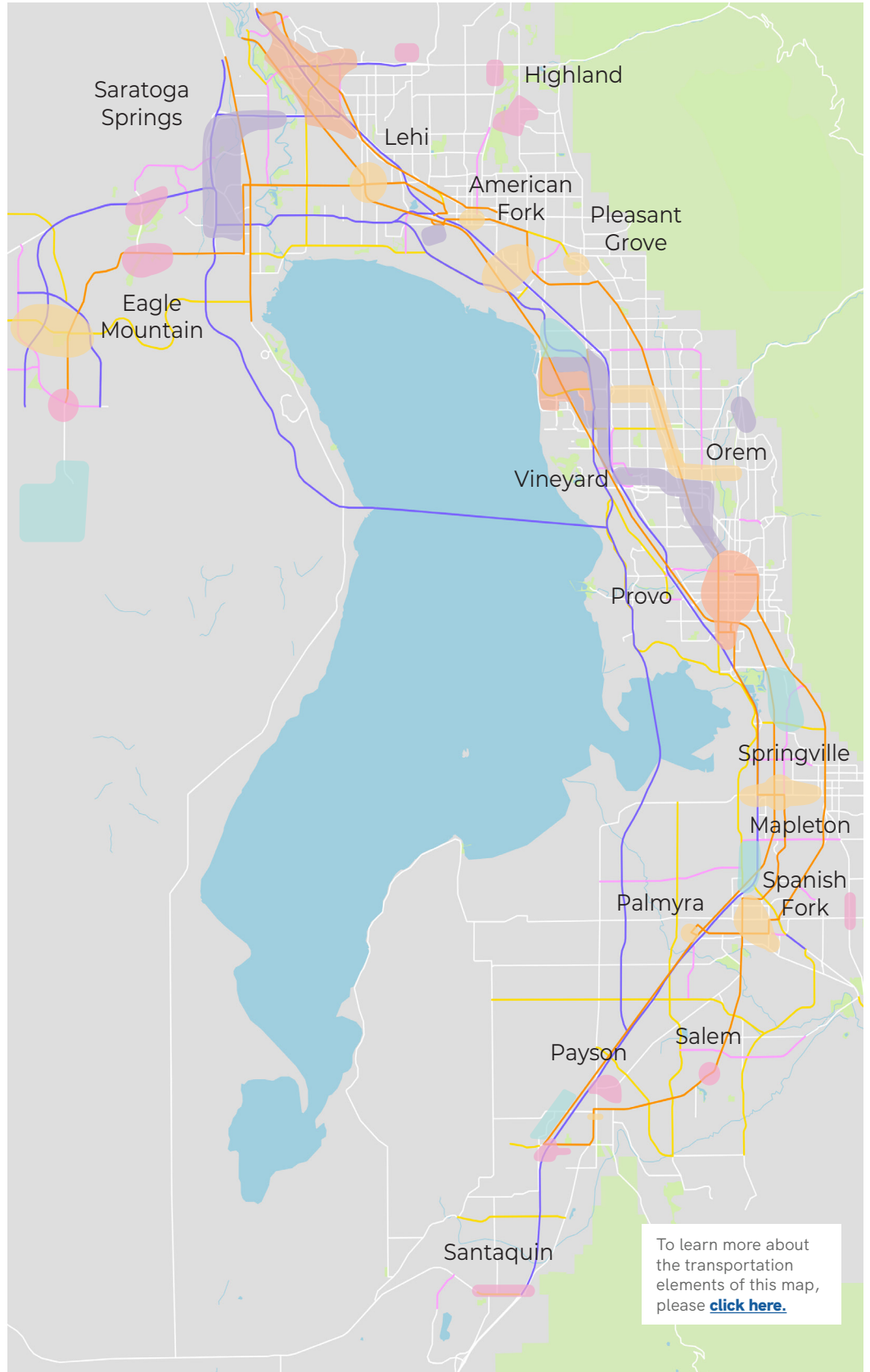
## WHAT ARE CENTERS?

Centers are hotspots of activity in a community. They keep businesses, homes, restaurants, and more close together so it's easier for people to get to jobs, services, school, entertainment, and friends and family.

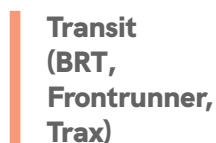
Centers and transportation infrastructure should be planned jointly so centers are highly accessible and so we make efficient use of our infrastructure investments.

Centers are found in a range of different scales. Metropolitan centers, the largest, are regionally significant, while neighborhood centers, the smallest, serve mainly people living nearby.

### CENTERS LEGEND



### TRANSPORTATION LEGEND





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Thank you to our many funders that contributed to the effort:



# INTRODUCTION

## WHY A VISION FOR 2050?

Over the past several decades, growth in Utah County has transformed much of the region from an agricultural center to a future tech hub and state economic leader. Today we have higher wages, more entertainment and dining opportunities, and more ways to travel than ever before. But growth has also brought challenges such as housing shortages, more congestion, and the loss of farms and open space.

A thriving tech sector and two strong universities—not to mention beautiful surroundings—continue to attract new people and keep longtime residents in Utah County. Meanwhile many residents are looking to preserve the Utah County they love even as it moves into a new phase of growth. Fortunately, these don't have to be mutually exclusive. Communities can foster economic prosperity, increase access to housing, and make travel more convenient while maintaining the best of what Utah County has been for decades. All residents can experience an increased quality of life into the future. This vision charts a path to that future with specific solutions and strategies to keep Utah County a great place to live even as it grows.

The Valley Visioning process brought the people of Utah County together to form a vision and address some of the big questions associated with growth:

- How can travel in and through Utah County remain convenient?**
- How can we grow jobs that pay competitive wages and that ensure people can live and work nearby?**
- How can we prepare our kids for the family-sustaining jobs of the future?**
- How can we keep housing affordable so that future generations can live near where they grew up?**
- How can we improve air quality to keep our families and friends healthy?**
- How do we manage our water use to sustain a growing population?**



## UTAH VALLEY IS GROWING



Utah County's population **doubled** between 1990 and 2017, adding over **300,000** people.



Between 2001 and 2016, **27 square miles** of land were developed in Utah County (from 88 to 115).



Utah County ranks **No. 4 in the nation** for large county job growth, and No. 22 for wage increases.



Utah County's K-12 student population has grown by nearly **25 percent** over just the last decade.



In the last 10 years, the median home price in Utah County has risen by **\$100,000** (\$224,200 - \$332,900).



Early this decade, the state and county invested nearly **\$4 billion** in highway and rail projects in Utah Valley.

## WHAT IS THE VISION?

**The vision is a description of the future that residents want for themselves, their neighbors, and future generations, along with the specific goals and strategies to make that future a reality.** The vision gives decision makers of all kinds—elected officials, business leaders, and residents—a target that, as it is achieved, will address the growth pressures in our communities. It is voluntary and market-based. While communities, businesses, and individuals will implement it differently, the vision helps us see how the decisions we make in our own neighborhoods and cities are closely connected to the future of Utah County as a whole. The vision and its goals and strategies will ensure that together we create places where people can thrive.



## WHO IS INVOLVED?

Valley Visioning is a collaborative effort among many Utah County organizations and businesses. Leaders from the Association of Utah County Chambers, Utah Valley University, and Brigham Young University guided the project and brought together stakeholders and experts, as well as residents throughout the county.

A broad and representative steering committee composed of community leaders, business leaders, and citizens was formed to help guide the process. The steering committee was charged with giving direction to the Valley Visioning project and ensuring a transparent and public process in which residents could explore the challenges associated with growth, express their preferences, and contribute to the development of a county-wide vision.

### VALLEY VISIONING STEERING COMMITTEE

#### Chairs

##### Cameron Martin

Vice President of Operations/Chief of Staff, Office of the President  
Rocky Mountain University of Health Professions

##### Val Hale

Executive Director  
Governor’s Office of Economic Development

Aaron Skonnard, Pluralsight	Curtis Blair, Utah Valley Chamber of Commerce	Howard Hochhauser, Ancestry	Josh Walker, American Fork Chamber	Mayor Kaufusi, City of Provo
Abraham Hernandez, Centro Hispano	Dale Sevy, Dominion Energy	James Thayer, Clark Capital	Josh Walker, Pleasant Grove-Lindon Chamber	Mayor Leifson, City of Spanish Fork
Andra Cefalo, Payson- Santaquin Chamber	David Ure, School and Institutional Trust Lands Administration	Jeremy Hafen, Utah Valley Chamber/ Sunroc	Kirk Jowers, Doterra	Mayor Miller, City of Saratoga Springs
Bill Comeau, Rocky Mountain Power	Fraser Bullock, Sorenson Capital	Jerold Wait, Zions Bank	Mark Welcker, Lehi Area Chamber	Randy Woodbury, Woodbury Corp
Bill Hulterstrom, United Way	Gavin Christensen, Kickstart Seed Fund	Jessica Gilmore, Utah System of Higher Education	Mary DeLaMare- Schaeffer, Utah Transit Authority	Shannon Clegg, Intermountain Healthcare
Brandon Fugal, Colliers International	Heather Youd, Spanish Fork and Salem Chamber	Jim Rasband, Brigham Young University	Mayor Brunst, City of Orem	Terry Grant, KeyBank
Cameron Martin, Rocky Mountain University of Health Professions		John Curtis, Congressman	Mayor Johnson, City of Lehi	Warren Peterson, Farmland Reserve Inc.

# THE PROCESS

The vision is the result of three phases of public and stakeholder engagement over two years. This includes a steering committee composed of over 30 key stakeholders, 18 public workshops held through two phases across the county, 6 working groups convened around the topics most important to Utah County residents, and 15 cities that were consulted on the final vision. In total, 15,000 residents, elected officials, community leaders, and topic experts contributed to this project.

## PHASE ONE: FALL 2018 - SPRING 2019

Phase One built an understanding of Utah County residents' priorities, desires, concerns, and ideas. A public survey and twelve workshops asked residents to identify what they value about life in Utah County, how they feel about growth, what their top concerns are, what issues should be prioritized, how they think growth should happen, and where they think growth should occur (see Appendix for more details).

In total, over 3,000 people were engaged in Phase One. When Utah County residents were asked to consider population growth and to prioritize topics of concern, respondents selected water, transportation, air pollution, education & workforce, housing, and agriculture and open space as the highest priority challenges.

**During the mapping exercises at public workshops, the majority of attendees showed interest in center-styled development.** The idea of centered-style development was explored further in phase two as Scenario B.



## WHAT IS CENTER-STYLED DEVELOPMENT?

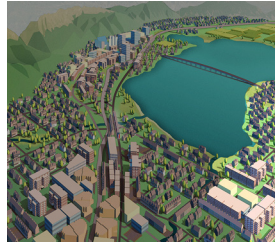
A center is a place in a region, city, or neighborhood that delivers convenient amenities, services, and experiences to the surrounding community.

They provide a mix of residential, commercial, office, recreation, and/or civic uses, good access to regional transportation, and a welcoming, walkable atmosphere where visitors can explore and enjoy themselves. These walkable centers are woven throughout the county to ensure increased accessibility for all Utah County residents.

Centers are reminiscent of Utah's historic main streets. They are community gathering spaces and activity hotspots that help accommodate new growth while uplifting the existing community.

**PHASE TWO: FALL 2018 - SPRING 2019**

In Phase Two, priority working groups were developed and convened around the key topic areas. The priority working groups were composed of experts and community leaders from across sectors. With guidance from the working groups, Envision Utah (with assistance from Central Utah Water Conservancy District and Mountainland Association of Governments) developed and modeled five different growth scenarios for Utah County in 2050. The scenarios were based on major themes from public engagement during Phase One. These overarching themes were:



**SCENARIO A**  
**Current Conditions:**  
*Growth continues as it has for the last 20 years.*

**SCENARIO B**  
**Organized Centers:**  
*Growth occurs in mixed-use centers near high capacity transportation.*

**SCENARIO C**  
**Westward Growth:**  
*Growth primarily occurs west of Utah Lake into Cedar Valley.*

**SCENARIO D**  
**Southern Growth:**  
*Growth primarily occurs south between Provo and Santaquin.*

**SCENARIO E**  
**Urban Infill:**  
*Growth is primarily accommodated in existing urban areas.*

These themes were used to model land use and transportation outcomes based on the style of growth. In addition, each scenario was also modeled for each priority topic—water, transportation, air quality, education & workforce, housing, agriculture & open space, and disaster resilience. The modeling results were then packaged into an online survey and presented to the public. The public was able to select their desired scenario for each topic and then choose their overall favorite scenario. The scenarios survey was open for around eight weeks from October 2019 to January 2020.

Over 11,000 people reviewed the scenarios through the online survey and a second round of public workshops. The most supported elements from the scenarios survey became the countywide vision. Therefore, the vision is not any one scenario but a combination of all five. See the Appendix for detailed scenarios and the Phase Two public survey results.



**PHASE THREE: SPRING 2020 - FALL 2020**

In Phase Three, the priority working groups were reconvened in February and March 2020 to review the scenario survey results and develop draft vision statements, goals, and strategies. Through the summer and fall, Envision Utah has been developing and vetting a final countywide vision to ensure that the vision is a valuable resource for Utah County residents and decision makers. Cities throughout Utah County were consulted to review and add their ideas to the final vision.

The project concluded with the release of this vision document in November 2020; however, Envision Utah and AUCC will continue to engage county leaders.



# VISION OVERVIEW



## THE VISION

Utah County residents envision a place that offers convenient transportation choices, housing options, open space and recreation opportunities, clean air, wise water management, local agriculture, and a well-educated population. These vision elements represent the aspirations of Utah County residents for themselves and their families.

These elements can be achieved through five key strategies that weave together the topic area visions and goals:



Develop a network of walkable mixed-use centers where jobs, housing, and transportation investments are effectively coordinated.



Develop a variety of market-based neighborhood and housing types for different life stages, incomes, and preferences that include open space and recreational amenities.



Invest in well-maintained highway, transit, and active transportation infrastructure that effectively keeps up with growth.



Maintain a world-class education system, with well-compensated high quality educators, that is responsive to workforce needs and increases the percentage of Utah County residents who complete degrees or certificates.



Utilize landscaping, vehicles, infrastructure, and buildings that efficiently use resources and minimize pollution in cost-effective ways.

## HOW TO USE THE VISION

The vision aims to be a resource for local governments, businesses, and residents to use when making decisions that impact their communities.

The vision is not mandatory, nor should it to be applied across Utah County in the same way. Rather, communities should utilize the goals and strategies that best reflect the unique needs and values of its residents.

The vision serves as a county-wide guide to provide information and principles that inform decision-making and cross-agency collaboration in Utah County, in recognition that issues, challenges, and solutions cross jurisdictional boundaries.

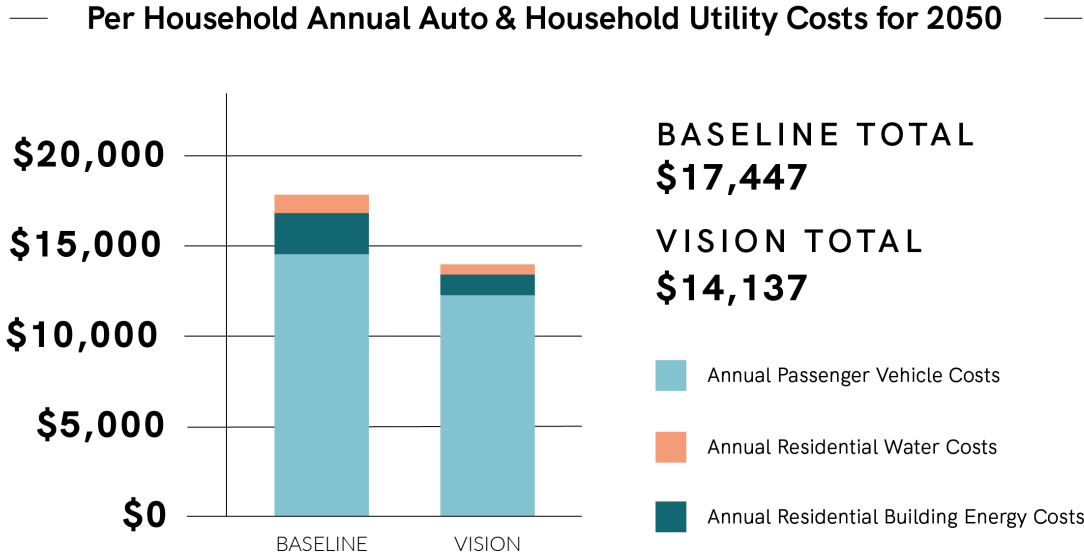
Achieving the vision is a long-term, incremental process. Some goals and strategies will save money in the long-term but will have upfront costs.

Some strategies need to be initiated immediately, while others can occur over the 30-year horizon of the vision as funding arises or as equipment or buildings are upgraded or replaced.

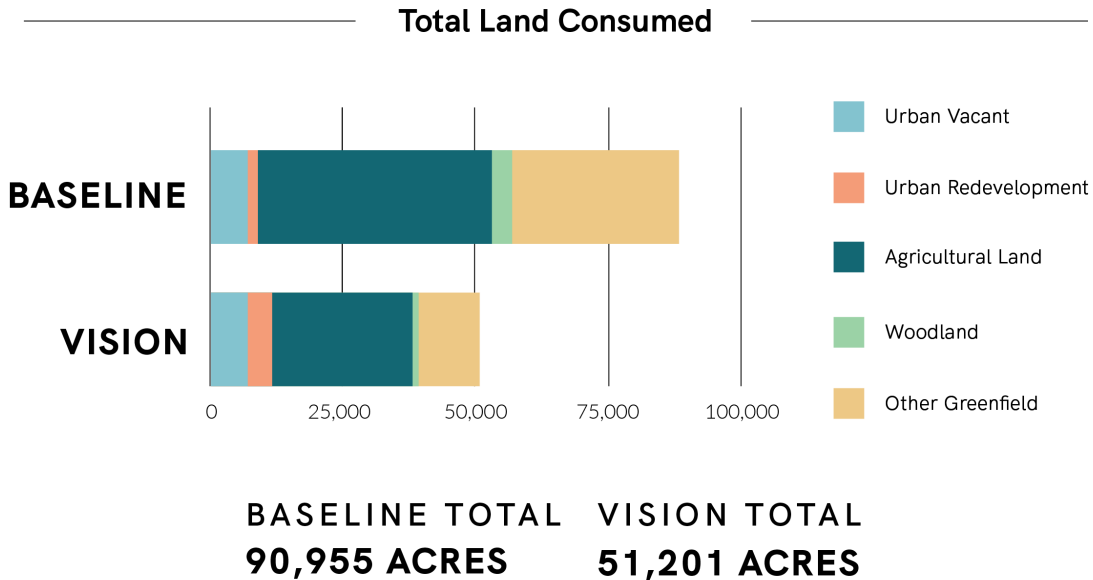
These overarching strategies are achieved through more specific visions and goals in key topic areas. Those visions and goals are detailed in the following pages.

## VISION IMPACTS

A baseline scenario was modeled to represent what Utah County could look like if current trends continue through 2050. The following charts reflect comparisons of the baseline and the vision scenarios for the year 2050. The vision scenario reflects one way implementation of the vision could happen and was created for comparison purposes only. For more detailed modeling information, see the Appendix.

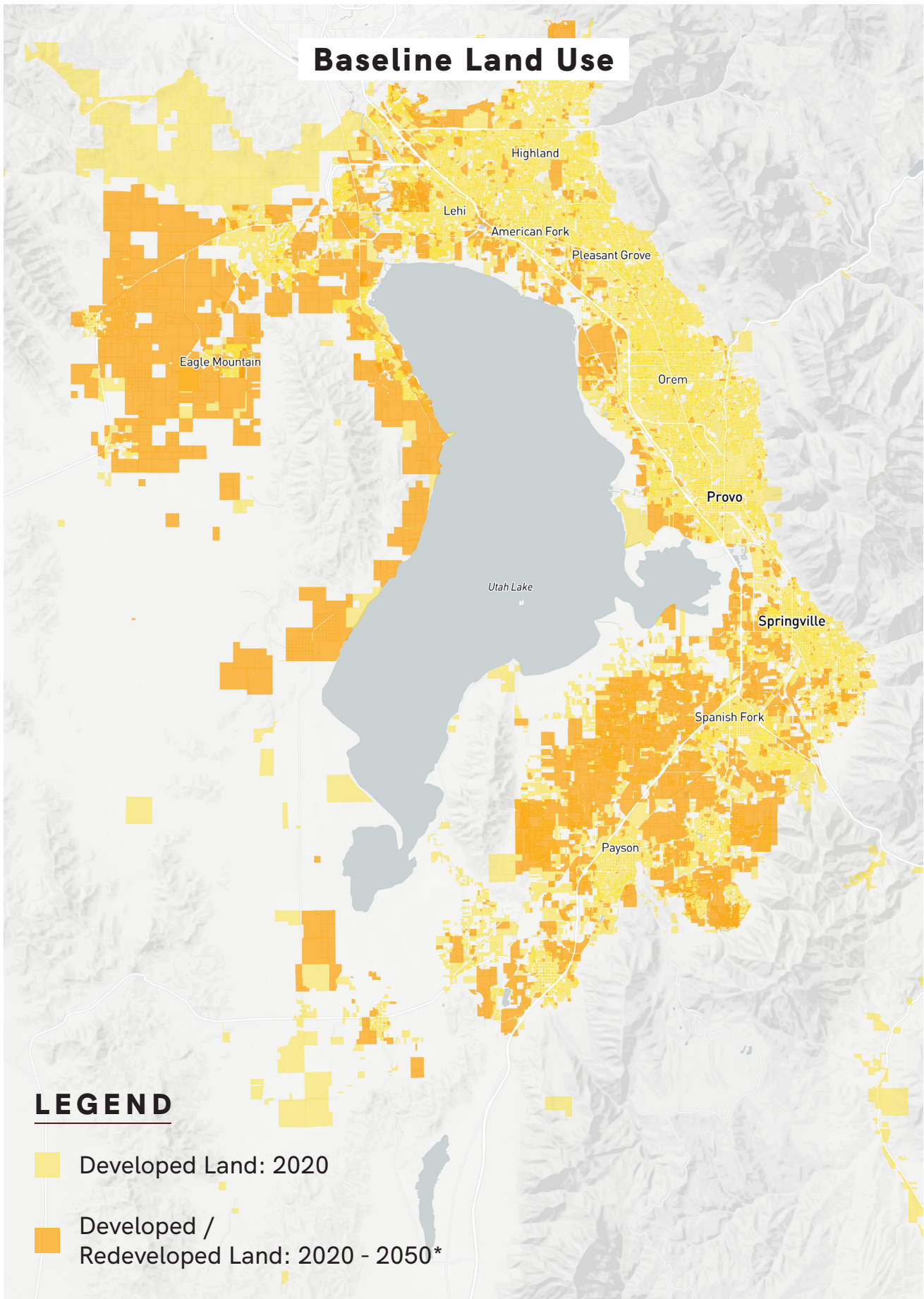


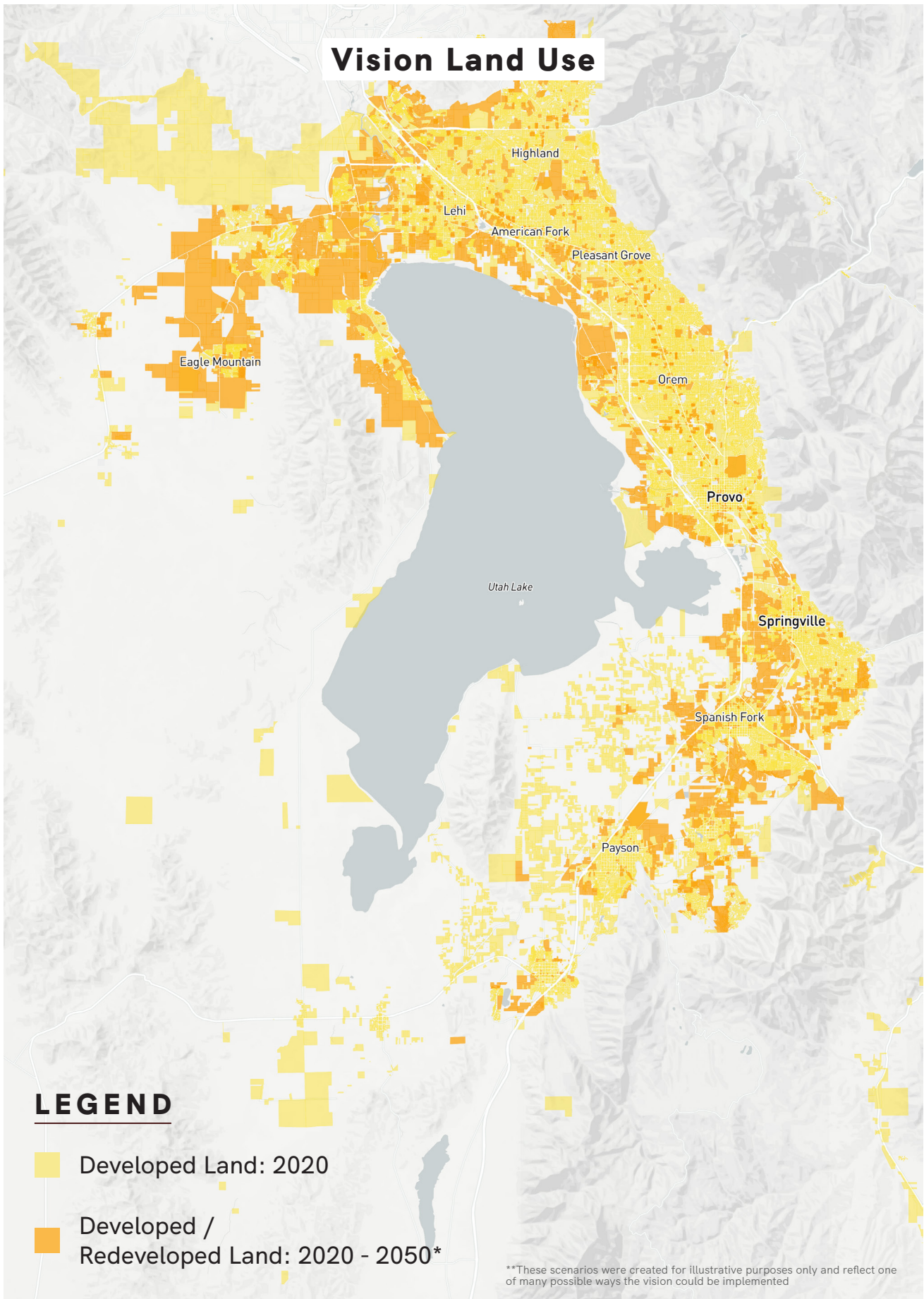
With more transportation options, most households will be driving less and may even be able to reduce the number of cars in their household, leading to decreases in the annual average vehicle costs per household. Diverse housing options will have reduced average water and energy costs compared to single family homes. **In total, the average household will reduce auto and utility costs over \$3,000 per year.**



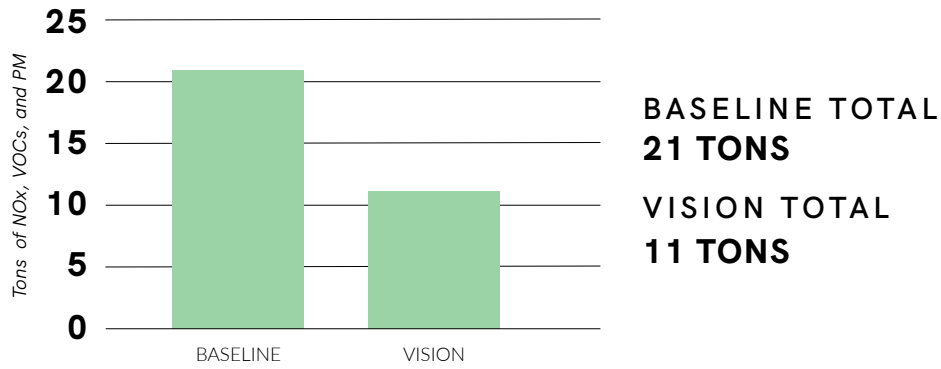
Current housing trends have high land consumption. Providing more market-based housing options helps ensure that people can choose housing that fits their needs while also conserving agriculture and open space. **Following the vision strategies can conserve almost 40,000 acres of land in Utah County.**

See the following pages for land consumption maps of the vision and baseline scenarios.



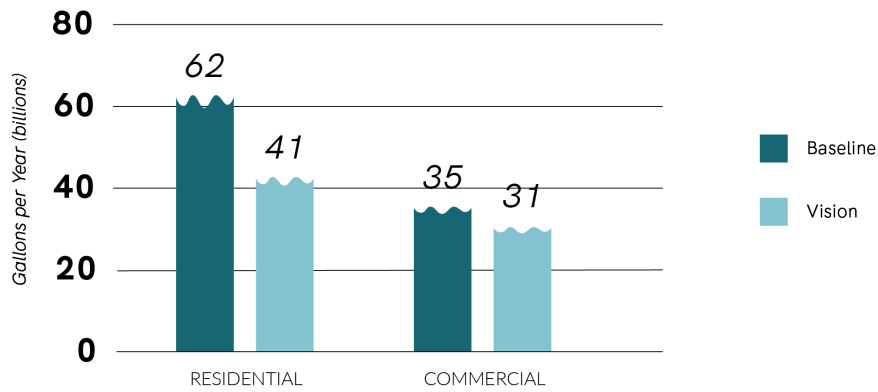


### Daily Emissions From Vehicles and Buildings



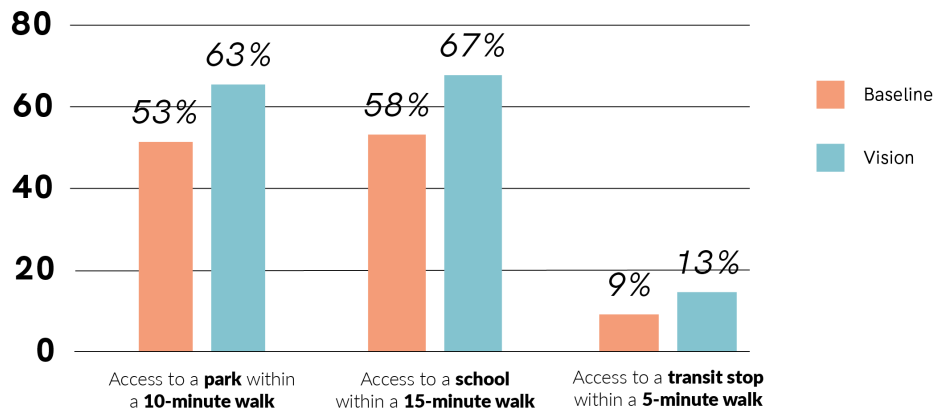
Decreased driving, adoption of electric vehicles, smaller building footprints, and increased building energy efficiency will reduce our daily emissions by **47%**.

### Total Annual Water Usage



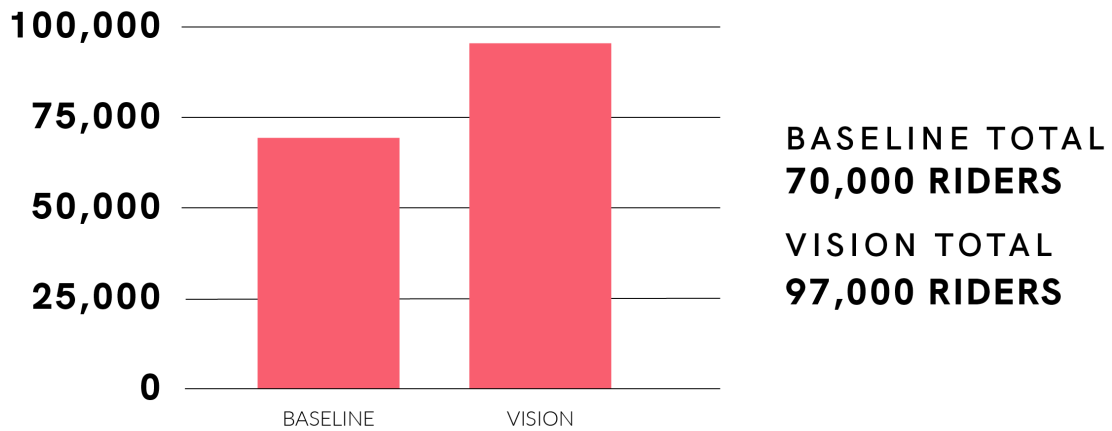
Water-wise landscaping and smaller yards, consistent with market demand, will make a big difference in our water usage: **saving almost 25 billion gallons per year.**

### Percent of Residents With



Planning for centers throughout the county provides amenities in every community. More residents will have convenient walking or biking options to get where they need to go.

### Daily Boardings of Public Transportation



Increased priority on public transportation makes traveling on buses or trains much more convenient throughout the county. **Every day, 27,000 more people will be able to access work and school without adding a car to our roads**—significantly decreasing traffic and air pollution.

### Other Vision Impacts



**16% reduction**  
of population living in  
fire severity zone



**5% reduction**  
of vehicle hours and  
miles traveled



**46% reduction**  
of total annual  
energy use

# GOALS AND STRATEGIES

## 1. WISE WATER MANAGEMENT

Utah County residents envision a future where we make wise and optimal use of our water resources, so that everyone can enjoy beautiful communities and a high quality of life even as our population grows.



### GOALS AND STRATEGIES



#### ALLOCATE SUFFICIENT WATER TO SUPPORT NATURAL ECOSYSTEM FUNCTIONS AND OUTDOOR RECREATION.

- Provide sufficient in-stream flows for recreation and habitat needs.
- Manage the quality of stormwater and wastewater runoff that enters streams, Utah Lake, and other water bodies.
- Explore options and funding sources to improve water quality in Utah Lake.
- Manage surface and groundwater to assure sustainable use.
- Utilize water banking when appropriate to achieve optimal water use and enhance in-stream flows.
- Allow permeable surfaces in parking lots and driveways and similar measures in developed areas to manage stormwater runoff, improve aquifer recharge, and improve water quality.



#### SIGNIFICANTLY REDUCE PER CAPITA WATER CONSUMPTION IN MUNICIPAL AND INDUSTRIAL USES.

- Promote water efficient landscaping - such as localscapes - in new and existing yards and public areas.
- Consistent with state law, establish metering for secondary water.
- Utilize fiscally sustainable tiered pricing structures to encourage reduced water use.
- Expand the residential use of automated metering infrastructure, such as smart controllers, that matches landscape irrigation to current local conditions.
- Provide up-to-date water usage information to homeowners and other water users with relevant comparable use and need data.
- Encourage homeowner associations to adopt water-wise landscaping rules and restrictive covenants.
- Allow the market to move to smaller lot sizes and more townhomes, apartments, or condos.



#### OPTIMIZE WATER USE.

- Understand and quantify water supply and demand in Utah County.
- Plan for sufficient and efficient water storage.
- Reduce water conveyance losses by updating and regularly maintaining water-related infrastructure.
- Manage, restore, and improve watersheds to enhance water quality, streamflows, groundwater recharge, and water supplies.
- Engage in basin wide water planning and coordination to optimize water use and holistically evaluate wastewater treatment and reuse, return flows, water quality needs, maintaining riparian habitats, and other aspects of water use.

## 2. TRANSPORTATION

Utah County residents envision a future with a variety of affordable, convenient, and efficient transportation options that allow them to easily access the places they live, work, play, and learn regardless of their circumstances.

Residents can drive less, walk or bike more, and save both money and time getting where they need to go.

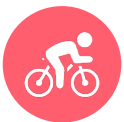


### GOALS AND STRATEGIES



#### DEVELOP IN A WAY THAT KEEPS DAILY DESTINATIONS CLOSE TO HOME, SO UTAH COUNTY RESIDENTS HAVE THE OPTION TO SPEND LESS TIME DRIVING AND HAVE MORE TIME FOR OTHER ACTIVITIES.

- Develop a network of mixed-use centers of various sizes and intensities that are distributed throughout the urban area.
- Include housing, as well as other uses, in mixed-use centers to keep daily destinations close to home.
- Use robust, well-connected street networks so that people can travel from one use to another utilizing local roads, particularly in mixed-use centers.
- Within mixed-use centers, carefully evaluate minimum parking requirements and utilize shared parking to equate parking supply and demand.
- Add housing in and near existing employment and retail centers.
- Promote active transportation within mixed-use centers through locating parking behind buildings, in a structure, or on a street, by using traffic calming measures, and by using streetscapes that provide convenience, safety, comfort, and interest for pedestrians.



#### CONNECT TRANSPORTATION INVESTMENTS TO LOCAL LAND USE INTENSITY.

- Use local land use to inform mobility type investments (walking, bike lanes, light rail, etc.).
- Plan and develop higher intensities and mixed-use centers near existing and planned high-capacity transportation (rail, bus rapid transit, freeways, arterials, etc.).
- Prioritize transportation investments to serve higher-intensity and mixed-use areas, as well as high-growth areas.
- Prioritize transportation investments and economic development efforts that will attract jobs to areas that have less employment compared to housing to improve the jobs to housing balance.



#### ENSURE TRANSPORTATION INFRASTRUCTURE KEEPS UP WITH NEEDS.

- Preserve needed transportation corridors
- Explore a variety of local, state, and federal funding sources for capital, maintenance, and operations for roads, public transportation, and active transportation.
- Encourage state and regional funding to appropriately prioritize high-growth areas.
- Use taxpayer funds judiciously and efficiently.



**CREATE A ROBUST PUBLIC TRANSPORTATION SYSTEM.**

- Promote transit-oriented development near existing and planned high-capacity public transportation.
- Sustain convenient coverage, routes, and headways.
- Maintain low or free fares where feasible.
- Extend public transportation service to underserved areas in Utah County.
- Prioritize high-capacity public transportation to high-intensity, mixed-use, and walkable areas with good first-and-last-mile connections.
- Explore innovative public transportation options, including micro-transit, on-demand transit, and mobility as a service.



**BUILD A REGIONALLY CONNECTED ACTIVE TRANSPORTATION SYSTEM.**

- Create and enhance a local street grid with high levels of connectivity.
- Design street networks and cross-sections to accommodate a variety of users, including cyclists and pedestrians.
- Prioritize active transportation improvements that will improve first-and-last-mile public transportation connectivity.
- Create a connected active transportation network of on- and off-street facilities.
- Explore shared active transportation systems, such as shared bicycles or scooters.



**UPDATE AND IMPROVE THE REGIONAL ROAD SYSTEM TO A METROPOLITAN GRID-BASED NETWORK.**

- Develop a grid network of all road types (e.g., local, collector, or arterial).
- Plan the grid network to include active transportation connections.



**EXPLORE ADDITIONAL FREEWAYS AND ADD CAPACITY.**

- Study freeway expansion options.
- Plan appropriate freight corridors to accommodate increasing demand.



**PRESERVE EXISTING ROAD AND TRANSIT INFRASTRUCTURE.**

- Maintain adequate funding for maintenance and operations of road and transit infrastructure.



**FOSTER GOOD ACCESS TO HIGH-QUALITY AIR TRAVEL.**

- Establish a strategic plan to expand air transportation in Utah County to meet demand and promote economic development.

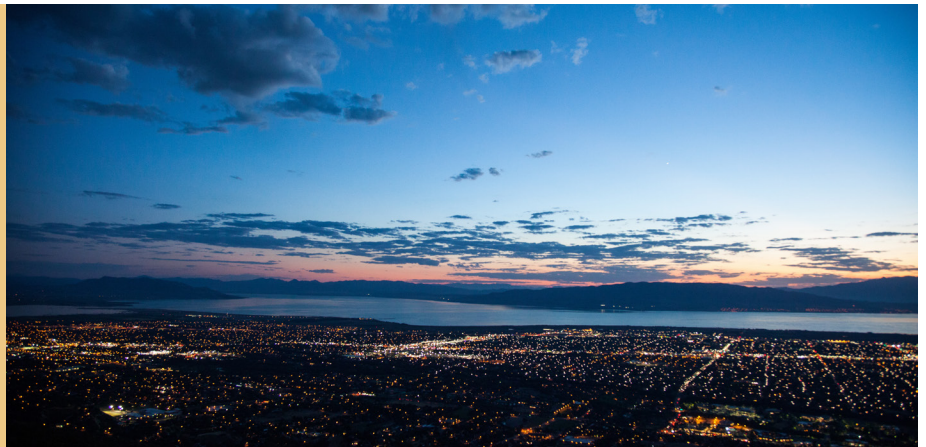


To learn more about the transportation elements of the vision, please [click here](#).

### 3. AIR QUALITY

Utah County residents envision a future in which everyone across the valley enjoys clean air year-round.

Clean air supports healthy lifestyles and makes Utah County an attractive place to work and live.



## GOALS AND STRATEGIES



#### UNDERSTAND AND INFORM THE COMMUNITY ABOUT THE UNIQUE CONDITIONS OF UTAH COUNTY'S AIR QUALITY.

- Increase the number of DEQ broad-spectrum air quality monitors to reflect the growing population of Utah County.
- Educate Utah County residents about air quality and the steps they can take to reduce emissions, including purchasing vehicles with high smog ratings, utilizing Tier 3 gasoline, and reducing driving.
- Develop and utilize programs such as the Air Quality Flag program and Recess Guidance program to inform healthy activities and educate citizens about current air quality levels.



#### EXPAND EFFORTS TO ADDRESS EMISSIONS FROM BUILDINGS.

- Encourage new buildings to be highly efficient in a cost-effective way that accounts for the best available technology.
- Encourage and incentivize residents to upgrade to low emission appliances such as dual-fuel heat pumps.
- Upgrade the energy efficiency of existing buildings.
- Improve consumer information about home energy efficiency by promoting use of energy efficiency scores such as the HERS index.



#### REDUCE AUTOMOBILE EMISSIONS.

- When current government and business fleets need replacement, shift to low-emission vehicles and use Tier 3 fuel in vehicles with internal combustion engines.
- Promote the sale and purchase of low- or no-emission vehicles, including electric vehicles.
- Expand teleworking, particularly during weather patterns that cause poor air quality, and provide good teleworking infrastructure - such as increased fiber optic networks.
- Promote the installation of electric vehicle charging stations county-wide.
- Collaborate with local utilities to support the development of smart-grid operations and expansion of DC Fast Charging infrastructure.
- Promote electric vehicle charging stations or charging station-ready parking spaces for new construction.



**IMPROVE THE CONVENIENCE OF NON-AUTOMOBILE TRANSPORTATION OPTIONS, INCLUDING AFFORDABLE PUBLIC AND ACTIVE TRANSPORTATION, SO THAT WE HAVE MULTIPLE OPTIONS TO CHOOSE HOW TO GET AROUND.**

- Facilitate and promote transit-oriented development through zoning and project approvals to increase the accessibility and attractiveness of taking transit.
- Expand public transportation options, routes, coverage, service, and convenience.
- When financially feasible, extend free- or low-fare transit lines, such as UVX, through population and employment centers.
- Provide transit passes as an employee and student benefit.
- Improve walkability by exploring opportunities to reduce minimum parking requirements such as, shared parking and locating parking behind buildings.
- Create connected street grids that are walkable and bikeable.
- Create end-of-trip biking facilities and showers at privately-owned businesses and/or business parks to encourage bike commutes.



**PURSUE ADDITIONAL EFFORTS TO REDUCE EMISSIONS FROM NON-ROAD MOBILE SOURCES.**

- Explore options to upgrade technologies and fuels used in passenger and freight trains.
- Where feasible, replace yard equipment (especially those with 2-stroke motors) with electric models over time.
- Encourage cleanest available technology and fuels in construction equipment.



## 4. WORKFORCE & EDUCATION

Utah County residents envision a future where everyone has the chance to receive a great education regardless of their circumstances.

Residents have the knowledge and skills they need to have a prosperous quality of life, pursue their life goals, and contribute to the community.



### GOALS AND STRATEGIES



#### ATTRACT AND RETAIN GREAT K-12 TEACHERS.

- Encourage teacher and educator diversity to better match our changing demographics.
- Improve teacher compensation.
- Provide teacher career pathways that lead to increased compensation and responsibilities without permanently removing skilled teachers from the classroom.
- Modernize teacher retirement benefits to free up funds for salary increases.
- Encourage those who have left teaching to enter back into the teaching profession.
- Expand scholarship opportunities for teaching degrees.



#### INCREASE THE PERCENTAGE OF UTAH COUNTY RESIDENTS WHO COMPLETE DEGREES AND/OR CERTIFICATIONS.

- Encourage those with some college or training to finish their program and reduce barriers to completion.
- Improve how college degree and certification completion rates are measured and create a benchmark and specific goals that reflect the needs in Utah County.
- Support coordinated and seamless pathways from K-12 through certificates and degrees and across institutions through stacked credentials and other mechanisms.
- Maintain the affordability of post-secondary education and training.
- Communicate with students, parents, and caregivers about all post-secondary options, including those outside 4-year degrees.
- Encourage provision of mental health care to support students through completion.



#### BECOME MORE RESPONSIVE TO WORKFORCE NEEDS TO FACILITATE COORDINATED AND SEAMLESS PATHWAYS FROM FINISHING HIGH SCHOOL INTO CAREERS.

- Maximize coordination between employers and educators (both K-12 and post-secondary) to utilize curricula, degrees, and certificates that teach skills that align with employment opportunities and employer needs.
- Provide more skills-based and experiential education.
- Expand workplace learning and apprenticeships for high school students.
- Expand entrepreneurship and computer science curricula.
- Quickly adapt to changing workforce needs.



#### SUPPORT SMALL BUSINESSES AND ENTREPRENEURS.

- Expand and promote resources and training for new and/or small businesses.
- Expand entrepreneurship course offerings in high school and college.

## 5. HOUSING

Utah County residents envision a future in which everyone can find a high quality home they can afford regardless of their preferences or life circumstances.

Utah County families are able to live in neighborhoods they love with convenient access to jobs, schools, recreation, and other services.



### GOALS AND STRATEGIES



#### PROMOTE HOUSING CONSTRUCTION NEAR JOBS, SHOPPING, AND TRANSPORTATION INFRASTRUCTURE.

- Allow and encourage housing in and near retail, office, and civic areas.
- Develop housing on underused or vacant retail properties (e.g., where there is excess parking).
- Plan and zone to maximize the amount of housing and mixed-use development near high-capacity transportation.
- Protect the character of existing single-family neighborhoods.



#### EXPLORE NOVEL WAYS TO PROVIDE ADDITIONAL HOUSING STOCK WITHIN THE FABRIC OF OUR COMMUNITIES TO BETTER MEET DEMAND.

- Preserve affordable single-family housing—when appropriate—by working with universities and other key housing players.
- Where appropriate, explore options to better expand occupancy in single-family houses such as basement units, ADU units, and single room rentals.
- Promote mixed-income development.
- Allow the market to move to smaller lot sizes and more townhomes, apartments, or condos.



#### EXPLORE WAYS TO REDUCE THE IMPACTS OF LOCAL REGULATION ON HOUSING SUPPLY AND COSTS.

- Meet market demand by ensuring a variety of neighborhood types, including walkable and mixed-income neighborhoods, mixed-use areas, urban downtowns, and single-family suburban neighborhoods so that we have the freedom to choose what type of neighborhood to live in.
- Rethink minimum lot sizes where appropriate to better reflect market demand for a variety of housing types.
- Review development codes to evaluate possible impacts on housing costs and consider whether increased costs reflect the level of public benefit.
- Support development costs that reflect the level of impact on public costs by, where warranted, placing higher per unit fees on single-family development and lower per unit fees on multifamily development.



### **PROVIDE ADDITIONAL PROGRAMMING AND RESOURCES FOR AFFORDABLE AND WORKFORCE HOUSING.**

- Encourage affordable housing that is highly energy efficient to maintain long-term affordability.
- Explore ways to use federal housing funds (i.e. CDBG, HOME, USDA, etc.) to develop and build affordable housing.
- Improve access to and awareness of programs that assist with first month and last month rental deposits to reduce barriers to entry.
- When possible, locate affordable housing options near access points to robust public transportation systems.



### **EDUCATE RESIDENTS ABOUT THE BENEFITS OF ALLOWING A VARIETY OF HOUSING CHOICES IN A COMMUNITY.**

- Inform residents about the extent of current and projected growth, the shifting housing market, the change in housing needs throughout a person's life cycle, and the benefits of allowing a variety of housing types.
- Highlight the affordability and other community impacts associated with limiting housing supply or allowing only one type of housing.

## **CENTERS & HOUSING**

Centers are a key land use strategy to addressing Utah's growth because they connect housing with transportation, jobs, and other services. Centers are places that can accommodate more affordable housing options like townhomes, duplexes, and apartments near jobs, shopping, services, and transportation infrastructure.

This brings amenities like shopping and recreation, as well as housing products that the market needs, into the community without disrupting existing neighborhoods. People who live in and around centers can conveniently walk, bike, ride public transportation, or drive short distances.

Centers increase affordability, reduce driving and traffic, improve air quality, and more efficiently utilize resources, which saves taxpayers money. Accommodating growth in centers also reduces the growth pressures on our single-family neighborhoods and agricultural lands.



## 6. AGRICULTURE

Utah County residents envision a future with significant viable and productive agriculture. Local farms provide an abundance of food, contributing to a healthy lifestyle and decreasing dependence on other states and countries.



### GOALS AND STRATEGIES



#### ENCOURAGE DEVELOPMENT PATTERNS TO CONSERVE AGRICULTURAL LAND AND WATER.

- Educate the public about the value of agriculture and local food production.
- Educate the public and elected officials about the tax revenue from agricultural lands compared to the cost of providing services.
- Allow the market to shift to more compact urban development types to reduce the amount of land and water consumed by development.
- Pursue funding mechanisms such as rollback taxes to fund preservation of agriculture-related open space in Utah County.
- Allow and encourage clustered development to accommodate growth while retaining land in agriculture.
- Establish minimum lot sizes that are viable for agricultural production in agricultural zones to prevent loss of land through 2-5 acre lots.
- Identify prime agricultural lands in Utah County to target for preservation.



#### ENHANCE OPPORTUNITIES FOR AGRICULTURAL BUSINESSES TO PROSPER AND EXPAND

- Remove barriers that prevent agricultural enterprises from operating at scale and encourage cooperatives to help agriculture be profitable.
- Evaluate unintended consequences of business regulation on agriculture (e.g., business licensing, zoning) and explore alternative policies or methods.
- Provide education and resources about management succession for agricultural businesses and encourage new business owners.
- Encourage the state to recognize and focus on agriculture as an economic cluster.
- Explore emerging techniques and technologies for agricultural production and synergies (e.g., energy cogeneration, controlled environmental production) to encourage market entry by new producers and more local food production.
- Focus on high-value crop production where conditions are suitable.
- Expand farm-to-restaurant and farm-to-table opportunities.
- Facilitate interaction with planners, compatible industries, consumers, and agricultural producers to develop synergies and improve community integration so that agriculture expands its place in the community fabric.
- Recognize, encourage, and provide economic support for open space, wildlife habitat, wetlands, and other environmental services provided by responsible agriculture.
- Provide incentives for agritourism and farm-based recreation opportunities.

## 7. OPEN SPACE & RECREATION

Utah County residents envision attractive and accessible open space as part of their communities. A variety of parks, open space, aesthetic landscapes, trails, natural views, and accessible nature experiences are an essential part of high quality life in Utah County.



### GOALS AND STRATEGIES



#### PROVIDE PARKS AND RECREATION OPPORTUNITIES IN EACH NEIGHBORHOOD.

- Incorporate open space and trail networks into active transportation corridors.
- Designate and plan for parks and other open spaces in city general plans.
- Ensure adequate recreational facilities (parks, trails, parking, restrooms, picnic areas, campgrounds, etc.) as population increases.
- Integrate planning and management of open space owned by local government, private entities, and state and federal agencies to preserve access and utilization.
- Anticipate the needs of the changing community and structure recreation facilities accordingly.
- Provide facilities to help an aging population stay active.



#### EXPAND RECREATION OPPORTUNITIES AND PRESERVE OPEN SPACE REGIONALLY.

- Plan and implement connected trail networks.
- Ensure existing recreational open spaces are protected from future development.



# CONCLUSION

The Utah Valley Vision is a publicly supported strategic plan to improve quality of life in the region even in the face of dramatic growth. The goals and strategies in the vision represent concrete steps and roadmarks to reach that vision. The Valley Vision provides Utah County residents, businesses, and local leaders with a target and guidance for how to get there. By working together, we can achieve a future that represents residents' hopes and desires.

## MOVING FORWARD

The goals and strategies outlined in this vision are voluntary, and it will take the commitment and cooperation of residents and organizations around the county to implement those strategies and reach those goals.

Moving forward, the Association of Utah County Chambers will take the lead in sharing the vision and engaging key stakeholders, but achieving the vision does not fall to any single entity. The vision goals span many sectors, from government to business to individuals, and all share a hand in building the future of Utah County. Each organization and individual will need to create their own unique strategies to accomplish the goals. As you look through the vision, take note of the actions you can take or contribute to. Here are some tips:



**If you are a government official or policy maker:** Whether you serve at the city, county, or state level - utilize the vision as a guide when making long-term decisions and policies. The vision can also be used to show public support for your ideas and projects since it captures county-wide values. It will help balance regional needs and preferences with the sometimes hyper-local input received in policy decisions.



**If you own a business:** In your business or organization, use the vision as a guide for investments in your employees, workplace, and projects. Businesses will need to be forward-thinking and take part in the bigger community conversation about how to address quality of life sustainability and challenges. Taking collective action across industries and professions will make a big difference in implementing the vision.



**If you just call Utah Valley home:** An individual can advocate for the vision by supporting projects and policies in your community that align with the future of the entire region. Attend city council meetings and let elected officials know of your support for the vision. Additionally, adopt the strategies aimed towards individuals into your personal life and encourage your friends and family to do the same. Know that small actions can make a meaningful difference in the community.

## THANK YOU!

Thank you to the 15,000 people who contributed their time and expertise to the Utah Valley Visioning effort. The project could not have been successful without support and participation from the public, financial donors, stakeholders, and expert working groups. Special thanks to the Association of Utah County Chambers, Brigham Young University, and Utah Valley University for their leadership throughout the project.



## SUPPORT FROM UTAH VALLEY LEADERS



**MAYOR KAUFUSI, CITY OF PROVO**

“Centers are the future of Utah County, and the Utah Valley Vision focuses on developing walkable centers that bring locations like shopping, dining, office space, entertainment, parks, education, and housing within close distance to one another.”



**MAYOR BRUNST, CITY OF OREM**

“The longer it takes us to get around, the less time we spend doing the things we want to do with the people we love. So, a big part of our quality of life in the future is tied to transportation. If we follow the Utah Valley Vision, we can look forward to an efficient transportation system that gives us the extra time we want for a high quality of life.”



**PRESIDENT ASTRID TUMINEZ, UTAH VALLEY UNIVERSITY**

“Following the Utah Valley Vision can help ensure that all residents receive an education that provides them with the knowledge and skills they need to lead prosperous lives and contribute to the community.”



**MAYOR WESTMORELAND, EAGLE MOUNTAIN CITY**

“Water is critical to our overall quality of life that we experience today and in the future. With this vision, we can have a water-secure future for Utah Valley!”



**SHANNON CLEGG, INTERMOUNTAIN HEALTHCARE**

“As Utah County’s population grows, we’ll need to ensure we keep our air clean and healthy for all. With every breath we take, we can look forward to a future with clean air for Utah Valley!”



**NATE HUTCHINSON, FLAGSHIP HOMES**

“The Utah Valley Vision is all about making sure families are able to live in the neighborhoods they love with convenient access to jobs, schools, recreation, and more. And not just people working in our tech companies—teachers, firefighters, and police officers will be able to live there too.”



**DEBRA CLOWARD, ALLRED ORCHARDS**

“Much of Utah’s best land and climate for producing fruits and vegetables is located in Utah County, where farms are currently being replaced by homes and businesses. By following the vision, we can ensure that we still have farms and open space for generations to come.”

# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** EVANDERWERKEN  
**Department:** Council  
**Requested Meeting Date:** July 6, 2021

**SUBJECT:** An ordinance updating Provo City Code to remove gendered language and to make other minor corrections for consistency and stylistic purposes (21-073)

**RECOMMENDATION:** To approve the ordinance as presented.

**BACKGROUND:** The Utah State Code and Constitution have been amended in recent years to make the documents more inclusive by removing gendered language. Council staff have undertaken a review of the Provo City Code after Councilors expressed interest in doing the same for the City code. This ordinance would update the City Code throughout all the titles of the code to make such changes. This ordinance also includes several stylistic and grammatical updates to other subsections of the code. The changes to Titles 14 and 15 have been referred to the Planning Commission as a separate ordinance, after which they will be sent to the Council with a recommendation from the Planning Commission and staff. The updates to gendered references have been drafted using the State's legislative drafting guide as a reference point and staff intend to draft a legislative style guide for Provo City which they will bring to the Council for consideration as an appendix to the Council Handbook at a later date.

**FISCAL IMPACT:**

**PRESENTER'S NAME:** Elizabeth VanDerwerken, Council Executive Assistant, and Brian Jones, Council Attorney

**REQUESTED DURATION OF PRESENTATION:** 5 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:** 21-073

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ORDINANCE 2021-

AN ORDINANCE UPDATING PROVO CITY CODE TO REMOVE GENDERED LANGUAGE AND TO MAKE OTHER MINOR CORRECTIONS FOR CONSISTENCY AND STYLISTIC PURPOSES. (21-073)

WHEREAS, the Utah State Legislature has adopted legislative drafting procedures and guidelines that avoid the use of gendered language in state code; and

WHEREAS, on November 3, 2020, a majority of Utah voters approved Utah Constitutional Amendment A, the Gender-Neutral Constitutional Language Amendment, which amended the Utah Constitution to utilize gender-neutral language; and

WHEREAS, it is proposed that the Provo City Code be amended in a similar manner; and

WHEREAS, on July 6, 2021, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council’s consideration; and

WHEREAS, after considering the facts presented to the Municipal Council, the Council finds (i) Provo City Code should be amended as set forth below and (ii) this action reasonably furthers the health, safety, and general welfare of the citizens of Provo City.

NOW, THEREFORE, be it ordained by the Municipal Council of Provo City, Utah, as follows:

PART I:

The Provo City Code is hereby amended as shown in Exhibit A.

PART II:

- A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance shall prevail.
- B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance shall not be affected thereby.
- C. The Municipal Council hereby directs that the official copy of the Provo City Code be updated to reflect the provisions enacted by this ordinance.

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

46

47 END OF ORDINANCE.

Exhibit A  
**Provo City Code**

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50 ...  
51

**2.21.050 Monthly Meetings Required.**

The Provo City Airport Board shall meet on a monthly basis at times and places to be designated by the board. However, the monthly meeting may be canceled at the discretion of the board ~~chairman~~ chair if there is no business to conduct that requires board action. In any event, the board shall meet not less than once each quarter.

57 ...  
58

**2.23.010 Board of Equalization and Review.**

The Municipal Council hereby elects under the option granted by Utah State Law that the board of equalization and review required for processing special improvement district assessments shall consist of three (3) members as follows:

- 63 (1) the City Recorder or the City Recorder's designee;
- 64 (2) the City Engineer or Public Works Director; and
- 65 (3) the City Attorney or the City Attorney's designee.

66 ...  
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**2.26.050 Board – ~~Chairman~~ Chair – Duties.**

69 ...  
70

**2.26.080 Board - Meetings - Absence.**

The board shall meet in regular meetings on the second Wednesday of each month or at a time designated by the board. Special meetings may be convened at any time as determined by the Municipal Council or the ~~chairman~~ chair of the board upon giving notice to all members of the board and the Municipal Council. At least seven (7) members of the board must attend said special meeting in response to said notice, and a certified copy of the minutes of each special board meeting shall be furnished all members of the board and the Municipal Council. Absence of a member of the board from three (3) regular meetings in any four (4) month period shall have the effect of vacating the office of the member unless such absence is authorized or approved by board action.

81  
82

**2.26.090 Board – Meetings – Agenda – Powers.**

- 83 (1) The agenda for each meeting of the board shall be prepared by the ~~chairman~~ chair, or the
- 84 ~~chairman's~~ chair's designee, and said agenda may cover all matters pertaining to the operation of
- 85 the Provo City Library.

86 ...  
87

**2.29.030 Organization.**

89 ...

90 (2) Neighborhood Area Council. Each Neighborhood Area Council shall be guided by the  
91 provisions of this Subsection.

92 ...

93 (c) Area Representatives and Assistant Area Representatives shall be elected by a  
94 majority of Neighborhood Chairs within that Area who are present in person at the  
95 Neighborhood Chair Seminar at which the election meeting is held each year. A  
96 Neighborhood Chair may designate a Vice-Chair to attend the election and vote in ~~his or~~  
97 ~~her place~~ ~~the Chair's stead~~. A special election meeting shall be convened by the  
98 Municipal Council Executive Director to fill any vacancy that may arise in Area  
99 Representative or Assistant Area Representative positions.

100 ...

101

102 **2.70.010 Conflicts of Interest.**

103

104 (1) Whenever the performance of an official duty of a Municipal Council member requires  
105 governmental action on any matter involving that person's or a relative of that person's direct  
106 financial interest and it is reasonably foreseeable that the decision will have an individualized  
107 material effect on such interest, distinguishable from its effect on the public generally, the  
108 Municipal Council member shall disclose the conflict, ~~disqualify herself or himself shall be~~  
109 ~~disqualified~~ from deliberating, deciding, and/or voting upon the matter in any meeting (as  
110 defined in Section [52-4-103](#), Utah Code, as amended), and shall leave the dais or meeting table.  
111 Disclosure shall be made in the public meeting in which a decision or vote upon the matter is to  
112 take place or in writing to the Council Chair prior to the meeting.

113

114 (2) This Section shall also apply to the Municipal Council member's participation in other  
115 public bodies of which the Council member is a member by virtue of ~~his or her~~ membership on  
116 the Municipal Council. This includes, but is not limited to, the Redevelopment Agency of Provo  
117 City, the Municipal Building Authority, and the ~~Storm Water Special~~ ~~Stormwater~~ Service  
118 District ~~of Provo~~.

119 ...

120

121 (5) A Municipal Council member may request of the City Attorney an advisory opinion  
122 concerning the application to ~~him or her~~ ~~that Council member~~ of the provisions of this Section.  
123 Any advisory opinion rendered by the City Attorney until amended or revoked by the City  
124 Attorney may be relied upon by the Municipal Council member and shall be binding on the City  
125 in any subsequent proceedings concerning the person who requested the opinion and who acted  
126 in good faith reliance upon it, unless material facts were omitted or misstated by the person  
127 requesting the opinion.

128 ...

129

130 **3.14.020 Scope.**

131 ...

132 (b) A City asset shall be considered major if the value exceeds five hundred thousand dollars  
133 (\$500,000.00) as determined by the Mayor or ~~his~~ ~~the Mayor's~~ designee.

134 ...

135 **4.02.030 Informal Grievance Procedure.**

136 The following informal grievance procedures are available to unclassified civil service  
137 employees and shall be applied prior to an employee filing a formal appeal to the Appeal Board:

138 (1) An employee has three (3) business days from the date **he/she the employee** is notified of the  
139 subject action to have an informal discussion about the issue with the department head or **his/her**  
140 **department head's** designee. This discussion is considered to be an informal appeal of the subject  
141 action. Unless the employee and the department head mutually otherwise agree, only those two  
142 (2) parties shall be present during the informal discussion, and no formal record or audio  
143 recording of the discussion will be kept.

144 (2) Upon completion of the informal discussion, the department head has three (3) business days  
145 to notify the employee of **his/her the department head or designee's** decision to either uphold,  
146 overturn, or amend the subject action.

147 ...

148 (5) After hearing the appeal, the Mayor or Chief Administrative Officer has three (3) business  
149 days to notify the employee of **his/her the Mayor or Chief Administrative Officer's** decision to  
150 either uphold or overturn the subject action.

151 ...

152

153 **6.12.060 Sending Females to Houses of Ill Fame Prohibited.**

154 It shall be unlawful for any employment agent, **by himself, or employment agent's designee,**  
155 agent, or employee, knowingly to send any female help to any place of bad repute, house of ill  
156 fame, or assignment house or any other house or place kept for immoral purposes.

157 ...

158

159 **6.12.070 Information, Order from Prospective Employer.**

160 It shall be unlawful for any employment agent, employee or agent, to furnish any **workman**  
161 **worker** to any employer of labor without having a bona fide order for the same from said  
162 employer and without having first secured from the employer reasonably full information  
163 concerning the prospective employment on a form prescribed by the state industrial commission,  
164 signed by the employment agent or the employment agent's employee or agent, and by the  
165 prospective employee receiving the same. A copy of the said ticket shall be retained by the  
166 employee, one (1) by the employer, and a full copy of the same shall be retained by the agent and  
167 shall show the amount of commission or fees paid by the employee to the employment agent.

168 ...

169

170 **6.12.110 Agent Dividing Fee with Employer Prohibited.**

171 It shall be unlawful for an employment agent sending out help to contractors or other employers  
172 of labor to divide the fees collected from any **workman worker** or to pay any part of such fee to  
173 the employer or the employer's agent to whom such laborer is sent, or any **foreman supervisor** or  
174 other person employed by said employer.

175 ...

176

177 **6.22.310 Customer Service Hours; Capabilities of Customer Service Office; and Telephones.**

178 ...

179 (8) A non-exempt MCS provider shall maintain a twenty-four (24) hour toll-free telephone  
180 number to facilitate calls concerning repair of equipment and extended interruption of service.  
181 During any hours that the customer service office is open, the MCS provider must have or make  
182 available in-house personnel to address a customer’s inquiries. During other hours, a telephone  
183 call may be ~~manned~~ received by an automatic answering device, provided that the use of an  
184 answering device or answering service still results in an initial phone call by the MCS provider  
185 within sixty (60) minutes, in order to at least determine the extent of the outage. The MCS  
186 provider shall not be required to make in-person telephone contacts to subscribers at a rate which  
187 exceeds sixty (60) calls per hour, and shall not be required to make such calls between the hours  
188 of 10:00 p.m. and 6:00 a.m. The requirement of this Subsection (8) only, shall not apply to an  
189 MCS provider who either has five (5) or fewer employees, or a single CSR.

190 ...

191

192 **6.26.020 License Required.**

193 ...

194

195 (4) A business license shall not be required for a dwelling unit which is ordinarily owner-  
196 occupied but is temporarily rented because:

197 ...

198 (c) As used in this subsection owner occupancy means:

199 (i) a natural person who possesses fifty ~~per cent~~ percent (50%) ownership or  
200 more in the dwelling and said dwelling is the primary residence of such person; or

201 ...

202

203 **6.26.150 Rental Disclosure Required. (Effective August 1, 2018).**

204 ...

205 (4) The Provo City Rental Disclosure shall contain the following:

206 ...

207 (b) A statement advising the lessee that if the lessee subleases or assigns any portion of the  
208 leased property to another, then, as a sublessor, the lessee is obligated to meet a lessor’s  
209 obligations under this Section with regard to ~~his or her~~ the sublessee;

210 ...

211

212 **6.32.030 Mobile Food Business General Requirements.**

213 ...

214 5) It shall be unlawful for any mobile food business to operate adjacent to a public park in or  
215 next to a PF zone without the prior written consent of the Director of Parks and Recreation  
216 or ~~his/her~~ the Director’s designee.

217 ...

218 **9.06.050 Issuance of License.**

219 ...

220 (3) The license, if granted, shall state on its face the name of the person or persons to whom it is  
221 granted, the number of the license issued to the licensee(s), the expiration date, and, if the license  
222 is for a sexually-oriented business, the address of the sexually-oriented business. The sexually-  
223 oriented business license shall be posted in a conspicuous place at or near the entrance to the  
224 sexually-oriented business so that it may be read at any time. A sexually-oriented business  
225 employee shall have possession of the employee's license on ~~his or her~~ the employee's person or  
226 keep the license on the premises where the licensee is then working or performing.

227 ...

228

229 **9.09.030 Misrepresentation of Age by Minors Unlawful.**

230 It shall be unlawful for any minor under the age of sixteen (16) years to enter, be, or remain  
231 inside any poolroom, billiard hall, pin alley, table or ball alley, or bowling alley, or to  
232 misrepresent ~~his or her~~ the minor's age in order to gain admission thereto during any of the hours  
233 expressly prohibited herein. It shall be unlawful for any minor under the age of twenty-one (21)  
234 years to enter, be, or remain inside any poolroom, billiard hall, pin alley, table or ball alley, or  
235 bowling alley wherein beer is served or wherein such premises are licensed to serve setups  
236 pursuant to state law, or to misrepresent ~~his or her~~ one's age in order to gain admission thereto.

237 ...

238

239 **9.11.010 Unlawful Acts.**

240 ...

241 (5) To expose ~~his or her~~ one's private parts or go nude, or topless (if female) or bottomless in  
242 any public place or to procure, counsel, or assist any other person to so expose themselves.

243 ...

244

245 **9.12.010 Unlawful Sex Acts.**

246 It shall be unlawful for any person, in public or in a public place, to exhibit or expose ~~his or her~~  
247 ~~one's~~ genitals, or to engage in, or to solicit another to engage in, any unlawful sexual conduct.

248 ...

249

250 **9.14.200 Loitering.**

251 ...

252 (2) Among the circumstances which may be considered in determining whether alarm is  
253 warranted is the fact:

254 (a) that the person takes flight upon appearance of a peace officer;

255 (b) that the person manifestly endeavors to conceal ~~himself or herself~~ their person or any  
256 object;

257 ...

258

259 **9.32.110 Clinging to Vehicles.**

260 No person riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall hold or attach  
261 the same or ~~himself or herself~~ oneself to any streetcar or vehicle upon a roadway.

262 ...

263

264 **9.43.030 Permit Required.**

265 No person shall offer for sale or sell, at retail, any fireworks without a permit countersigned by  
266 the Fire Chief or ~~his~~ the Fire Chief's designee. ...

267 ...

268

269 **10.02.005 Supervision.**

270 Water services shall be under the supervision and control of the Water Resources Division  
271 Director (Director) or the Director's designee.

272 ...

273

274 **10.04.040 Definitions.**

275 ...

276 **“Authorized or duly authorized representative of the user” means:**

277 ...

278 (c) If the user is a Federal, State, or local government facility: a director or the highest official  
279 appointed or designated to oversee the operation and performance of the activities of the  
280 government facility, or ~~the~~ director or official's designee.

281 ...

282

283 **17.01.160 False Information or Refusal Prohibited.**

284 It shall be unlawful for any person to willfully make a false statement or refuse to give ~~his or her~~  
285 one's name or address with intent to deceive or interfere with an enforcement officer when in the  
286 performance of the enforcement officer's official duties under the provisions of this Title. A  
287 violation of this Section shall be a class B misdemeanor.

288 ...

289

290 **18.01.040 Storm Water Utility**

291 ...

292

293 (5) Administration. The storm water utility shall be administered by the Public Works Director  
294 or ~~their~~ the Director's designee.

295 ...

296

297 **18.01.050 Storm Water Utility Fee**

298 ...

299

300 (4) Disputes. Any person or entity believing that calculations for assigning ESUs were performed  
301 erroneously may express such belief to the administrator of the storm water utility. Such  
302 expression shall be submitted in writing and shall include a survey prepared by a registered land

303 surveyor or professional engineer showing the total property area of the parcel, the impervious  
304 surface area of the parcel, and other features or conditions which may influence the hydrologic  
305 response of the property. The administrator of the storm water utility or ~~their~~ the administrator's  
306 designee shall work with the person or entity toward resolving the issue. If resolve cannot be  
307 reached with the administrator of the storm water utility or ~~their~~ the administrator's designee, an  
308 appeal may be taken to the Public Works Director. The appeal shall be in writing and shall be  
309 made within ten (10) days of the storm water utility administrator's adverse decision. The Director  
310 may decide to hold a hearing for the appeal. The Director shall decide the appeal within ten (10)  
311 days of the receipt of the appeal. If the person or entity is not satisfied with the decision of the  
312 Public Works Director, a further appeal may be taken to the Municipal Council. The decision of  
313 the Municipal Council shall be final and binding on all parties.

314 ...

315

316 **18.02.020 Prohibited Discharges**

317 ...

318

319 (2) Exempted Discharges. The following non-storm-water discharges shall be permissible;  
320 provided, that they do not result in a violation of water quality standards set forth by the State of  
321 Utah and/or Federal agencies:

322 ...

323 (i) Discharges from foundation drains, footing drains, or crawlspace or basement pumps;  
324 provided, that the discharge is approved by the Public Works Director or ~~their~~ the  
325 Director's designee.

326 ...

327

328 (3) Accidental Discharges. Any person who accidentally discharges into a water body or storm  
329 drainage system shall immediately inform the Public Works Director or ~~their~~ the Director's  
330 designee of the discharge. If such information is given orally, a written report concerning the  
331 discharge is to be submitted by the discharger to the Public Works Director, or ~~their~~ the  
332 Director's designee, within ten (10) days of the discharge. The written report shall specify:

333 ...

334

335 **18.02.040 Inspection, Monitoring and Sampling**

336 (1) Under the direction of the Public Works Director or ~~their~~ the Director's designee a properly  
337 identified City representative may inspect, monitor and/or obtain samples from storm water  
338 runoff facilities of any discharger to determine compliance with the requirements of this Title.

339 ...

340

341 **18.02.050 Enforcement, Penalties and Abatement.**

342 (1) Enforcement Authority. The Public Works Director, or ~~their~~ the Director's designee, shall  
343 have the authority to issue notices of violation, stop work orders and to impose civil penalties for  
344 any violation of this Title.

345

346 (2) Notice of Violation. Whenever the Public Works Director or ~~their~~ the Director's designee  
347 finds that a person has violated any of the provisions of this Title, the Director or ~~their~~ the  
348 Director's designee may issue a written notice of violation. Such notice shall comply with the  
349 provisions of Section 17.03.020, Provo City Code, and may require any or all of the following:

350 ...  
351 Within ten (10) days of the date of the notice, the violator shall submit to the Public Works  
352 Director or ~~their~~ the Director's designee a plan for the satisfactory correction of the discharge or  
353 a request for an administrative hearing. The Public Works Director or ~~their~~ the Director's  
354 designee may skip the notice requirements set forth in this Section and immediately proceed with  
355 civil and/or criminal action against the violator if (1) the violator has committed the same  
356 violation in the past, or (2) the violation, in the opinion of the Director or ~~their~~ the Director's  
357 designee creates a serious risk to the public, the environment, or property, or (3) the Director or  
358 ~~their~~ the Director's designee deems the violation an emergency.

359  
360 (3) Stop Work Order. Where there is work in progress that causes or constitutes a violation of  
361 any provision of this Title, the Public Works Director or ~~their~~ the Director's designee is  
362 authorized to issue a stop work order to prevent further or continuing violations and/or adverse  
363 effect. All persons to whom the stop work order is directed, or who are involved, in any way,  
364 with the work described in the stop work order shall fully comply therewith. In situations which  
365 may be deemed a risk to the public health or safety, the Director or ~~their~~ the Director's designee  
366 may also undertake or cause to be undertaken any necessary or advisable protective measures to  
367 correct the violation and prevent further unauthorized discharge, the cost of which shall be the  
368 responsibility of the owner of the property upon which the work is being done and any person  
369 carrying out or participating in the work. Such costs shall be a lien upon the property. In cases  
370 where the violation is associated with work permitted by the City and a bond was required, the  
371 costs may be applied to the bond in lieu of a lien upon the property, at the discretion of the City.  
372 In cases where the costs exceed available bond monies, the responsible party shall not be granted  
373 new permits by the City until the costs have been repaid to the City in full.

374 ...

375  
376 (5) Administrative Hearing. A person or entity served a notice of violation of any of the  
377 provisions of this Title shall have the right to an administrative hearing. A request for such  
378 hearing shall be in writing and shall be filed, with the Public Works Director or ~~their~~ the  
379 Director's designee within ten (10) days from the date of service of the notice. Failure to request  
380 an administrative hearing shall constitute a waiver to an administrative hearing and a waiver of  
381 the right to appeal. Administrative hearings shall adhere to the provisions of Chapter 17.02,  
382 Provo City Code.

383 ...

384

### 385 **18.03.010 Performance Criteria**

386 The following storm water management performance criteria shall be addressed for all  
387 development sites within the City unless granted a waiver in writing from the Public Works  
388 Director or ~~their~~ the Director's designee:

389 ...

390

391 **18.03.020 Storm Drainage System Performance Standards**

392 (1) Adoption. The Provo City Municipal Council hereby adopts as the City's storm water  
393 systems design, management, and performance standards the following publications:

394 ...

395

396 The above publications include acceptable BMPs and specific criteria for the performance,  
397 design, and maintenance of storm water management systems within the City. The publications  
398 may be updated and/or expanded periodically at the discretion of the Public Works Director, or  
399 ~~his~~ the Director's designee, based on improvements in engineering, technology, and maintenance  
400 experience to meet the minimum standards.

401 ...

402

403 **18.03.030 Storm Water Pollution Prevention Plan (SWPPP)**

404 Any project, subdivision, development, or other land grading activity that disturbs one (1) acre  
405 (or greater) of land within Provo City or projects that disturb less than one (1) acre that are part  
406 of a larger common plan of development shall be required to submit a storm water pollution  
407 prevention plan. If the grading activity is part of a project that is subject to the Provo City  
408 development review process, the SWPPP shall be submitted as part of the review process. Land  
409 disturbances that are not subject to the development review process shall submit the SWPPP to  
410 the Public Works Director, or ~~their~~ the Director's designee. The SWPPP shall conform to the  
411 criteria set forth in the publications listed in Section 18.03.020, Provo City Code. Violations of  
412 SWPPP requirements are subject to the enforcement, penalties, and abatement established in  
413 Section 18.02.050, Provo City Code.

414 ...

415

416 **18.03.050 Access to Inspect Temporary and Permanent Storm Water Controls**

417 (1) The Public Works Director or ~~their~~ the Director's designee shall the have the right to access  
418 any project, subdivision, development, or other land grading activity that is required to submit  
419 and implement a SWPPP to ensure compliance with the publications listed in Section 18.03.020,  
420 Provo City Code.

421

422 (2) The Public Works Director or ~~their~~ the Director's designee shall also have the right to access  
423 and inspect post-construction storm water controls on private properties to ensure that adequate  
424 maintenance is being performed. In lieu of granting access to the Public Works Director or ~~their~~  
425 the Director's designee, a property owner may submit an annual certification that the storm water  
426 controls have been adequately maintained and that said controls are operating as designed to  
427 protect storm water quality.

428 ...

429

430 **18.03.060 Private Drainage**

431 (1) It shall be the responsibility of the property owner to ensure that the private drainage  
432 generated within the private property is adequately handled and does not create a nuisance on  
433 neighboring properties, by one (1), or any combination, of the following methods:

434  
435 (a) Private drainage may be conveyed to a public drainage facility at a location and by  
436 any means approved by the Public Works Director or ~~their~~ the Director's designee.

437 ...

438  
439 (2) Approval from the Public Works Director or ~~their~~ the Director's designee must be obtained  
440 prior to the subsurface discharge of any private drainage. A soils report may be required, at the  
441 discretion of the Public Works Director or ~~their~~ the Director's designee as part of the subsurface  
442 discharge approval. The soils report shall conform to the guidelines as set forth in the  
443 publications listed in Section 18.03.020, Provo City Code.

444 ...

445  
446 **18.03.070 Reimbursement for Master Planned Storm Drain Lines**  
447 Any development requiring the installation of storm drain must design and construct the storm  
448 drain for future buildout of all properties discharging to the storm drain, following the general  
449 assumptions and facilities shown in the Storm Drain Master Plan. Any person who incurs the  
450 expense of installing a master planned storm drain line that will also be utilized by other  
451 developments may receive reimbursement for the cost of upsizing the storm drain by one of the  
452 following methods, to be determined by the Public Works Director, or ~~their~~ the Director's  
453 designee:

454 ...

455

# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** DMORTENSEN  
**Department:** Finance  
**Requested Meeting Date:** 07-06-2021

**SUBJECT:** A Resolution Appropriating \$1,250,175 in the Legacy CIP Fund for the Acquisition of Land near Slate Canyon

**RECOMMENDATION:** Discussion in work meeting, adopt the resolution in the regular meeting.

**BACKGROUND:** Provo City Administration recommends the appropriation of \$1,250,175 in the Legacy CIP Fund for the acquisition of land near Slate Canyon. After the appropriation, the remaining unappropriated amount in the Legacy CIP Fund would be \$729,110.

**FISCAL IMPACT:** \$1,250,175 from the Legacy CIP Fund

**PRESENTER'S NAME:** Tara Riddle

**REQUESTED DURATION OF PRESENTATION:** 15 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:**

1 RESOLUTION 2021-.

2  
3 A RESOLUTION APPROPRIATING \$1,250,175 IN THE LEGACY CIP FUND  
4 FOR THE ACQUISITION OF LAND IN SLATE CANYON. (21-058)

5  
6 WHEREAS, the Municipal Council of Provo City Corporation has received a  
7 recommendation from the Provo City Administration that \$1,250,175 be appropriated in the  
8 Legacy CIP Fund for the acquisition of land in Slate Canyon; and

9  
10 WHEREAS, on July 6, 2021, the Municipal Council met to ascertain the facts regarding  
11 this matter and receive public comment, which facts and comments are found in the public record  
12 of the Council's consideration; and

13  
14 WHEREAS, all persons for and against the proposed appropriation were given an  
15 opportunity to be heard; and

16  
17 WHEREAS, after considering the Mayor's recommendation, and facts and comments  
18 presented to the Municipal Council, the Municipal Council finds the proposed appropriation  
19 reasonably furthers the health, safety, and general welfare of the citizens of Provo City.

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

23  
24 PART I:

25  
26 An appropriation of \$1,250,175 in the Legacy CIP Fund for the acquisition of land in Slate  
27 Canyon is hereby authorized, applying to the fiscal year ending June 30, 2022.

28  
29 PART II:

30  
31 This resolution shall take effect immediately.

32  
33 END OF RESOLUTION.

# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** BWATSON  
**Department:** Parks and Rec  
**Requested Meeting Date:** 07-06-2021

**SUBJECT:** A presentation regarding a new Golf Cart Lease for the Golf Course. (21-081)

**RECOMMENDATION:** The Golf Course would like to enter into a new lease agreement for golf carts.

**BACKGROUND:** Due to the increase in revenue and play, the golf course is wanting to enter a new lease for new and additional golf carts. The Golf Course has been in a lease agreement with Yamaha for the past 15 plus years. The Golf Course is wanting to enter into a new lease agreement with Club Car. Partnering with Club Car will allow the golf course to expedite the process of going completely electric and green with its golf cart fleet in the future.

**FISCAL IMPACT:** The increased golf course revenues will cover the cost of the additional carts.

**PRESENTER'S NAME:** Dan Follett, Scott Henderson, Brett Watson

**REQUESTED DURATION OF PRESENTATION:** 15 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:** 21-081

1 RESOLUTION 2021-  
2

3 A RESOLUTION APPROVING A LEASE AGREEMENT WITH DLL FINANCE LLC  
4 FOR 75 GOLF CARTS OVER 5 YEARS. (21-081)  
5

6 WHEREAS, Provo City Department of Parks and Recreation needs to lease 75 new golf  
7 carts for five years at a rate of \$78,075.00 per year; and,  
8

9 WHEREAS, the Provo City Parks and Recreation Department and DLL Finance LLC  
10 have negotiated a proposed lease agreement; and,  
11

12 WHEREAS, on July 06, 2010, July 9, 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, after considering the facts presented to the Council, the Council finds (i) the  
17 city should enter into a lease agreement for the 75 golf carts according to the terms described in  
18 Exhibit A, and (ii) the lease of the golf carts from DLL Finance LLC reasonably furthers the  
19 health, safety and general welfare of the citizens of Provo City.  
20

21  
22 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, as follows:  
23

24 PART I:  
25

- 26 1. The Mayor is authorized to enter into a lease with DLL Finance for 75 golf carts  
27 according to the terms in Exhibit A,  
28 2. The Mayor or designee is authorized to sign any paperwork necessary to  
29 effectuate the deal and to make minor changes to the language and wording of  
30 the documents provided such changes do not involve the structure of the deal.  
31

32 PART II:  
33

34 This resolution shall take effect immediately.  
35

36 END OF RESOLUTION.



May 3, 2021

CITY OF PROVO,  
UT 351 W  
CENTER ST  
PROVO, UT 84601-4338

I have enclosed the Lease documentation for the equipment being supplied by Intermountain Golf Cars. After having the documents signed, please fax or email them back to me at 515-334-7897 or [golf@dllgroup.com](mailto:golf@dllgroup.com).

Please have an **Authorized Signor (CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator)** sign and date the following:

- **Lease Agreement**
- **Exhibit A – Equipment Description**
- **Maintenance Agreement**
- **Property Tax Acknowledgment**
- **Delivery and Acceptance Certificate**
  - May be completed via fax, if equipment has not been delivered at time of document signing
- **Agreement to Provide Physical Damage Insurance**
- **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**
- **Opinion of Lessee's Counsel (required for leases over \$500,000)**
- **Sales Tax Exemption Certificate (and/or Tax Information Publication form for Florida lessees)**

If applicable, please send the **Advance Payment of \$78,075.00 DUE 8/1/2021** to the following address – Attn: Golf and Turf, P.O. Box 2000, 8001 Birchwood Court, Suite C, Johnston, IA 50131.

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

KEVIN ROSA  
Account Manager – Golf, Turf & Recreational Products



**LEASE AGREEMENT (Golf Equipment – Municipal Entities)**

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:	FA-164191
--	-------------------------	-----------

**TO OUR VALUED CUSTOMER:** This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

<b>LESSEE</b>	Full Legal Name: CITY OF PROVO, UT		
	Mailing Address 351 W CENTER ST	City PROVO	State UT  Zip 84601-4338

<b>SUPPLIER</b>	Name:	INTERMOUNTAIN GOLF CARS INC
	Address:	9115 S 700 E, SANDY, UT 84070
	Phone:	801-255-8828

**TERM AND LEASE PAYMENT SCHEDULE**

You agree to the following terms:

**TERM**

**The Initial Term ("Term") shall be 60 months from the Commencement Date.**

**Commencing on:**  08/01/2021 OR  the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

**PAYMENT**

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on:  8/1/2021 OR  the Commencement Date.

Each payment thereafter will be due:

on the 1st day of the month or  as indicated below.

Number of Payments:	Payment Amount:	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly; or
5	See Payment Schedule Addendum	On the following day(s) See Payment Schedule Addendum
Use tax per Payment (estimated):	<b>Total Payment Amount with Sales/ Use Taxes (estimated):</b>	
0.00	See Payment Schedule Addendum	
Security Deposit:		
0.00		

**TAXES**

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

**PAYMENTS.** You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

**INSURANCE & TAXES.** You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

**DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE.** Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

**TERMS AND CONDITIONS**

**1. Lease.** We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

**2. Term.** Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have

continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION

3. THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

**3. Non-Appropriation of Funds.** Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

**4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES.** You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

**5. Use, Maintenance and Return of Equipment.** You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into

DLL 4833-2 (05/15) For municipal golf leases in all states except AR

any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

**6. Risk of Use, Damage and Destruction.** You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

**7. Insurance.** You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

**8. UCC Filings; Article 2A Provisions; Finance Lease Status.** We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

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EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

**9. Assignment / Sub-Lease.** You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

**10. Default.** Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property; (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

**11. Remedies.** In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

**12. Renewal.** Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms),** each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

**13. Indemnification.** You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

**14. Representations, Warranties and Covenants.** You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are

located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

**15. Choice of Law and Jurisdiction; Waiver of Jury Trial.** The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

**16. Waivers.** You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

**17. TAX TREATMENTS AND INDEMNIFICATION.** Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

**18. Golf Cars.** If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

**19. Financial and Credit Information; Communication Methods.** You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.


**20. Facsimile.** This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

**21. Miscellaneous.** You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the

terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT			<b>LESSOR SIGNATURE</b>	<b>DLL Finance LLC,</b> At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee				Authorized Signature	
						
	Print Name	Title	Date		Print Name & Title	Date

# Payment Schedule Addendum

Pmt. No.	Payment Amount \$	Payment Due Date
1	\$78,075.00	08/01/2021
2	\$78,075.00	08/01/2022
3	\$78,075.00	08/01/2023
4	\$78,075.00	08/01/2024
5	\$78,075.00	08/01/2025

<b>LESSEE</b>	CITY OF PROVO, UT	<b>LESSOR</b>	Accepted by DLL Finance LLC in Johnston, Iowa		
	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Signature		<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Signature		
	<div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <span style="width: 30%; border-bottom: 1px solid black; height: 15px;"></span> <span style="width: 20%; border-bottom: 1px solid black; height: 15px;"></span> <span style="width: 20%; border-bottom: 1px solid black; height: 15px;"></span> </div> Print Name                      Title                      Date		<div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <span style="width: 30%; border-bottom: 1px solid black; height: 15px;"></span> <span style="width: 20%; border-bottom: 1px solid black; height: 15px;"></span> <span style="width: 20%; border-bottom: 1px solid black; height: 15px;"></span> </div> Print Name                      Title                      Date		

**Equipment Schedule**

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 75)		\$514,032.00	N/A	N/A	N/A

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.



<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT		
	Lessee		
	Authorized Signature		
	Print Name	Title	Date

**Delivery and Acceptance Certificate**

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 75)		\$514,032.00	N/A	N/A	N/A

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

<b>LESSEE SIGNATURE</b>	<b>CITY OF PROVO, UT</b>		
	Lessee 		
	Authorized Signature 		
	Print Name	Title	Date

## Master Maintenance Agreement (Golf Cars - Municipal)

<b>Lease Agreement Number:</b>	FA-164191	<b>Lessor:</b> DLL Finance LLC
<b>Lessee:</b>	CITY OF PROVO, UT	
<b>Date:</b>	05/03/2021	

This Master Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease Agreement identified above between the Lessee and Lessor identified above (the "Lease"). All capitalized terms shall have the meanings ascribed to them in the Lease. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described the Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

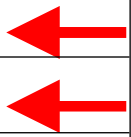
- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT			<b>LESSOR SIGNATURE</b>	Accepted by: <b>DLL Finance LLC</b> , At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee				Authorized Signature	
	Authorized Signature					
	Print Name	Title	Date		Print Name & Title	



**LEASE AGREEMENT SUPPLEMENT –  
PROPERTY TAX ACKNOWLEDGEMENT**


Name of Lessee:	CITY OF PROVO, UT	(the “ <b>Lessee</b> ”)
Date of Lease Agreement:	05/03/2021	(the “ <b>Lease</b> ”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee’s behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor’s emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee’s facsimile signature shall be considered binding as an original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT		
	Lessee		
			
	Authorized Signature		
	Print Name	Title	Date

**LEASE AGREEMENT  
SUPPLEMENT – OPINION OF COUNSEL**

Name of Lessee:	CITY OF PROVO, UT	(the “Lessee”)
Lease Agreement Number:	FA-164191	(the “Agreement”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Agreement pursuant to which the Equipment will be financed or leased to Lessee, the undersign represents the following:

As legal counsel of Lessee, I have examined (a) the Agreement and the corresponding documentation, which, among other things, provide for the financing or lease of the Equipment to Lessee; (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions: (a) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of UTAH, and has substantial amount of one or more of the following sovereign powers (1) the power of eminent domain, and (2) police power; (b) Lessee has the requisite power and authority to purchase or lease the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (c) the representative(s) of Lessee executing the Agreement has been duly authorized to do so; (d) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms; (e) the authorization, approval and execution of the Agreement and all other documentation relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all applicable state and federal laws; (f) if applicable, a contract was properly awarded to the Supplier and there is no pending or threatened protest of such award or Lessee’s compliance with public bidding laws; and (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this opinion.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Sincerely,

Print Name: \_\_\_\_\_  
 Admitted to Practice Law in the State  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

DLL FINANCE LLC  
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: 04/29/2021

Customer's Name CITY OF PROVO, UT  
Address 380 E LAKEVIEW PKWY City PROVO State UT ZIP 84606-5533  
RE: Agreement dated 08/01/2021 with DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300  
as Assignee, Lender, or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment listed in the Agreement set forth above, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$514,032.00.









Make	Model	<u>EQUIPMENT</u> Description	Serial Number
CLUB CAR	TEMPOG	GAS GOLF CAR (QTY 75)	

I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.  
TO DEBTOR'S INSURANCE AGENT  
I hereby instruct you to add DLL FINANCE LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.  
To my existing policy number \_\_\_\_\_ with \_\_\_\_\_  
which now provides the coverage required.  
Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.  
PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX (515) 334-5831, CALL (800) 863-3660 OR EMAIL DSMinsurance@DLLgroup.com.  
PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

\*PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW\*

 \_\_\_\_\_ Insurance Agency/Agent's Name  
 \_\_\_\_\_ Agent's E-Mail Address  
 \_\_\_\_\_ Mailing Address / PO Box  
 \_\_\_\_\_ Agent's Phone Number  \_\_\_\_\_ Agent's Fax Number  
 \_\_\_\_\_ City  \_\_\_\_\_ State  \_\_\_\_\_ Zip Code



**Exemption Certificate**  
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

Name of business or institution claiming exemption (purchaser)		Telephone number	
Street address	City	State	ZIP Code
Authorized signature	Name (please print)	Title	
Name of Seller or Supplier:		Date	
Sales Tax License Number:		<i>Required for all exemptions marked with an asterisk (*)</i>	

The signer of this certificate MUST check the box showing the basis for which the exemption is being claimed.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

**\* -- Resale or Re-lease**

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

**\* -- Religious or Charitable Institution**

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.

**\* -- Construction Materials Purchased for Religious and Charitable Organizations**

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization:

Name of project: \_\_\_\_\_

**\* -- Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity or Web Search Portal or Electronic Payment Service**

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in the operation of an electronic financial payment service described in NAICS Code 522320; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

**\* -- Fuels, Gas, Electricity**

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

**\* -- Machinery or Equipment Used by Payers of Admissions or User Fees**

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

**\* -- Refinery Machinery, Equipment and Normal Repair or Replacement Parts**

I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah.

**\* -- Auto, Industrial Gas, or Drilling Equipment Manufacturer**

I certify the machinery, equipment, normal operating or replacement parts are used or consumed in a manufacturing process as described in NAICS 336111 (Automotive Manufacturing), or 325120 (Industrial Gas Manufacturing) to manufacture hydrogen of the 2002 North American Industry Classifications Systems, or by a drilling equipment manufacturer as defined in Utah Code §59-12-102.

**\* -- Pollution Control Facility**

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

**\* -- Steel Mill**

I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Classification (SIC) 3312.

**\* -- Municipal Energy**

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

\* -- **Short-term Lodging Consumables**

I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

\* -- **Direct Mail**

I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return*.

\* -- **Commercial Airlines**

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

\* -- **Commercials, Films, Audio and Video Tapes**

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

\* -- **Alternative Energy**

I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

\* -- **Locomotive Fuel**

I certify this fuel will be used by a railroad in a locomotive engine.

\* -- **Research and Development of Alternative Energy Technology**

I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

\* -- **Life Science Research and Development Facility**

I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

\* -- **Mailing Lists**

I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

\* -- **Semiconductor Fabricating, Processing or Research and Development Material**

I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

\* -- **Telecommunications Equipment, Machinery or Software**

I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

\* -- **Aircraft Maintenance, Repair and Overhaul Provider**

I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

\* -- **Ski Resort**

I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

**Leasebacks**

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

**Film, Television, Radio**

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

**Prosthetic Devices**

I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)

**Out-of-State Construction Materials**

I certify this tangible personal property, of which I am taking possession in Utah, will be taken out-of-state and will become part of real property located in a state that does not have sales tax, is taxed at a lower rate, or does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at the lower of the Utah rate where the tangible personal property was purchased or the rate of the location where the tangible personal property is converted to real property in the other state if the other state allows a credit for tax paid to Utah.

**Agricultural Producer**

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. This exemption does not apply to vehicles required to be registered.

**Tourism/Motor Vehicle Rental**

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

**Textbooks for Higher Education**

I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.

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\* Purchaser must provide sales tax license number in the header on page 1.

NOTE TO PURCHASER: You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email [taxmaster@utah.gov](mailto:taxmaster@utah.gov), or call 801-297-2200 or 1-800-662-4335.



**AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING**

Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Ensure you complete both the "Automatic Withdrawal" and "Paperless Invoicing" sections to take advantage of both time-saving features. Please call Customer Service at (800) 873-2474 if you have any questions.

You can fill out and submit this form online and avoid the need for a voided check by visiting <http://bit.ly/dllach2>

<b>Contract Number (If Known):</b> _____	
Customer Name:	CITY OF PROVO, UT
Customer Address:	351 W CENTER ST, PROVO, UT 84601-4338
Customer Phone Number:	801-852-7529

**Automatic Payments**

Bank Account Holder(s): _____ Bank Name: _____ Bank Address/Branch Location: _____ ABA Routing Number: _____ Account Number: _____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="3"><i>Sample Check:</i></td> </tr> <tr> <td colspan="3"><i>Your information</i></td> </tr> <tr> <td colspan="3"><i>Pay to the order of</i></td> </tr> <tr> <td style="text-align: right;"><i>Dollars</i></td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;">987456123</td> <td style="text-align: center;">00012345678</td> <td style="text-align: center;">1234</td> </tr> <tr> <td style="text-align: center;"><small>ABA Routing No.</small></td> <td style="text-align: center;"><small>Bank Acct. No.</small></td> <td style="text-align: center;"><small>Check No.</small></td> </tr> </table>	<i>Sample Check:</i>			<i>Your information</i>			<i>Pay to the order of</i>			<i>Dollars</i>			987456123	00012345678	1234	<small>ABA Routing No.</small>	<small>Bank Acct. No.</small>	<small>Check No.</small>
<i>Sample Check:</i>																			
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<i>Dollars</i>																			
987456123	00012345678	1234																	
<small>ABA Routing No.</small>	<small>Bank Acct. No.</small>	<small>Check No.</small>																	
This is a <input type="checkbox"/> checking account* <input type="checkbox"/> savings account**																			

*\*If a Checking account is identified above, please send a copy of a voided check.  
 \*\*If a Savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.*

Authorization: By signing below, I (we) hereby authorize DLL FINANCE LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. I (we) understand paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Bank Account Holder Signature:  _____ Print Name:  _____ Print Title (if applicable):  _____	Signature:  _____ Print Name:  _____ Print Title (if applicable):  _____ Date:  _____
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**Paperless Invoicing**

Customer Email Address: \_\_\_\_\_

Authorization: By signing below, I hereby authorize DLL FINANCE LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice. Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

Customer Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Print Title (if applicable): \_\_\_\_\_  
 Date: \_\_\_\_\_



Did you sign next to the red arrows?

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

Mail:	Email:	Questions? Call us:
P.O. BOX 2000 ATTN: ITR JOHNSTON, IA 50131	postbookingrequests@dllgroup.com	(800) 873-2474



May 3, 2021

CITY OF PROVO, UT  
351 W CENTER ST  
PROVO, UT 84601-4338

I have enclosed the Lease documentation for the equipment being supplied by Intermountain Golf Cars. After having the documents signed, please fax or email them back to me at 515-334-7897 or [golf@dllgroup.com](mailto:golf@dllgroup.com).

Please have an **Authorized Signor (CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator)** sign and date the following:

- **Lease Agreement**
- **Exhibit A – Equipment Description**
- **Maintenance Agreement**
- **Property Tax Acknowledgment**
- **Delivery and Acceptance Certificate**
  - May be completed via fax, if equipment has not been delivered at time of document signing
- **Agreement to Provide Physical Damage Insurance**
- **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**
- **Opinion of Lessee's Counsel (required for leases over \$500,000)**
- **Sales Tax Exemption Certificate (and/or Tax Information Publication form for Florida lessees)**

If applicable, please send the **Advance Payment of \$78,075.00 DUE 8/1/2021** to the following address – Attn: Golf and Turf, P.O. Box 2000, 8001 Birchwood Court, Suite C, Johnston, IA 50131.

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

KEVIN ROSA  
Account Manager – Golf, Turf & Recreational Products

**LEASE AGREEMENT (Golf Equipment – Municipal Entities)**

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:	FA-164191
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**TO OUR VALUED CUSTOMER:** This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

<b>LESSEE</b>	Full Legal Name: CITY OF PROVO, UT			
	Mailing Address 351 W CENTER ST	City PROVO	State UT	Zip 84601-4338

<b>SUPPLIER</b>	Name:	INTERMOUNTAIN GOLF CARS INC
	Address:	9115 S 700 E, SANDY, UT 84070
	Phone:	801-255-8828

**TERM AND LEASE PAYMENT SCHEDULE**

You agree to the following terms:

**TERM**

**The Initial Term ("Term") shall be 60 months from the Commencement Date.**      **Commencing on:**  08/01/2021 OR  the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

**PAYMENT**

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on:  8/1/2021 OR  the Commencement Date.

Each payment thereafter will be due:

on the 1st day of the month or  as indicated below.

Number of Payments: 5	Payment Amount: See Payment Schedule Addendum	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly; or On the following day(s) See Payment Schedule Addendum
Use tax per Payment (estimated): 0.00	<b>Total Payment Amount with Sales/ Use Taxes (estimated):</b> See Payment Schedule Addendum	
Security Deposit: 0.00		

**TAXES**

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

**PAYMENTS.** You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

**INSURANCE & TAXES.** You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

**DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE.** Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

**TERMS AND CONDITIONS**

**1. Lease.** We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

**2. Term.** Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have

continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION

3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

**3. Non-Appropriation of Funds.** Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

**4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES.** You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

**5. Use, Maintenance and Return of Equipment.** You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into

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any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

**6. Risk of Use, Damage and Destruction.** You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

**7. Insurance.** You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

**8. UCC Filings; Article 2A Provisions; Finance Lease Status.** We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

**9. Assignment / Sub-Lease.** You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

**10. Default.** Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property; (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

**11. Remedies.** In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

**12. Renewal.** Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms), each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.**

**13. Indemnification.** You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

**14. Representations, Warranties and Covenants.** You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are  
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located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

**15. Choice of Law and Jurisdiction; Waiver of Jury Trial.** The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

**16. Waivers.** You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

**17. TAX TREATMENTS AND INDEMNIFICATION.** Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

**18. Golf Cars.** If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

**19. Financial and Credit Information; Communication Methods.** You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

**20. Facsimile.** This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

**21. Miscellaneous.** You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the

terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT			<b>LESSOR SIGNATURE</b>	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee				Authorized Signature	
	Authorized Signature				Print Name & Title	
	Print Name	Title	Date		Date	



# Payment Schedule Addendum

Pmt. No.	Payment Amount \$	Payment Due Date
1	\$78,075.00	08/01/2021
2	\$78,075.00	08/01/2022
3	\$78,075.00	08/01/2023
4	\$78,075.00	08/01/2024
5	\$78,075.00	08/01/2025

<b>LESSEE</b>	CITY OF PROVO, UT	<b>LESSOR</b>	Accepted by DLL Finance LLC in Johnston, Iowa		
	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> Signature		<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> Signature		
	<div style="display: flex; justify-content: space-between; width: 100%;"> <span>Print Name</span> <span>Title</span> <span>Date</span> </div>		<div style="display: flex; justify-content: space-between; width: 100%;"> <span>Print Name</span> <span>Title</span> <span>Date</span> </div>		

**Equipment Schedule**

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 75)		\$514,032.00	N/A	N/A	N/A

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.



<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT		
	Lessee		
	Authorized Signature		
	Print Name	Title	Date

**Delivery and Acceptance Certificate**

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 75)		\$514,032.00	N/A	N/A	N/A

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

<b>LESSEE SIGNATURE</b>	<b>CITY OF PROVO, UT</b>		
	Lessee 		
	Authorized Signature 		
	Print Name	Title	Date

**Master Maintenance Agreement (Golf Cars - Municipal)**

<b>Lease Agreement Number:</b>	FA-164191	<b>Lessor:</b>	<b>DLL Finance LLC</b>
<b>Lessee:</b>	CITY OF PROVO, UT		
<b>Date:</b>	05/03/2021		

This Master Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease Agreement identified above between the Lessee and Lessor identified above (the "Lease"). All capitalized terms shall have the meanings ascribed to them in the Lease. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described the Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

<b>LESSEE SIGNATURE</b>	<b>CITY OF PROVO, UT</b>			<b>LESSOR SIGNATURE</b>	Accepted by: <b>DLL Finance LLC,</b> At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee					
	Authorized Signature				Authorized Signature	
	Print Name	Title	Date		Print Name & Title	

**LEASE AGREEMENT SUPPLEMENT –  
PROPERTY TAX ACKNOWLEDGEMENT**

Name of Lessee:	CITY OF PROVO, UT	(the “ <b>Lessee</b> ”)
Date of Lease Agreement:	05/03/2021	(the “ <b>Lease</b> ”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee’s behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor’s emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee’s facsimile signature shall be considered binding as an original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

<b>LESSEE SIGNATURE</b>	CITY OF PROVO, UT
	Lessee
	Authorized Signature
	Print Name                      Title                                      Date



**LEASE AGREEMENT  
SUPPLEMENT – OPINION OF COUNSEL**

Name of Lessee:	CITY OF PROVO, UT	(the “Lessee”)
Lease Agreement Number:	FA-164191	(the “Agreement”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Agreement pursuant to which the Equipment will be financed or leased to Lessee, the undersign represents the following:

As legal counsel of Lessee, I have examined (a) the Agreement and the corresponding documentation, which, among other things, provide for the financing or lease of the Equipment to Lessee; (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions: (a) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of UTAH, and has substantial amount of one or more of the following sovereign powers (1) the power of eminent domain, and (2) police power; (b) Lessee has the requisite power and authority to purchase or lease the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (c) the representative(s) of Lessee executing the Agreement has been duly authorized to do so; (d) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms; (e) the authorization, approval and execution of the Agreement and all other documentation relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all applicable state and federal laws; (f) if applicable, a contract was properly awarded to the Supplier and there is no pending or threatened protest of such award or Lessee’s compliance with public bidding laws; and (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this opinion.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Sincerely,

Print Name: \_\_\_\_\_  
 Admitted to Practice Law in the State  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_





## Exemption Certificate

(Sales, Use, Tourism and Motor Vehicle Rental Tax)

**TC-721**  
Rev. 5/18

Name of business or institution claiming exemption (purchaser)		Telephone number	
Street address	City	State	ZIP Code
Authorized signature	Name (please print)	Title	
Name of Seller or Supplier:			Date
Sales Tax License Number:		<i>Required for all exemptions marked with an asterisk (*)</i>	

The signer of this certificate **MUST** check the box showing the basis for which the exemption is being claimed.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

**Resale or Re-lease**

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

**Religious or Charitable Institution**

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

**Construction Materials Purchased for Religious and Charitable Organizations**

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization: \_\_\_\_\_

Name of project: \_\_\_\_\_

**Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity or Web Search Portal or Electronic Payment Service**

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in the operation of an electronic financial payment service described in NAICS Code 522320; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

**Fuels, Gas, Electricity**

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

**Machinery or Equipment Used by Payers of Admissions or User Fees**

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

**Refinery Machinery, Equipment and Normal Repair or Replacement Parts**

I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah.

**Auto, Industrial Gas, or Drilling Equipment Manufacturer**

I certify the machinery, equipment, normal operating or replacement parts are used or consumed in a manufacturing process as described in NAICS 336111 (Automotive Manufacturing), or 325120 (Industrial Gas Manufacturing) to manufacture hydrogen of the 2002 North American Industry Classifications Systems, or by a drilling equipment manufacturer as defined in Utah Code §59-12-102.

**Pollution Control Facility**

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

**Steel Mill**

I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Classification (SIC) 3312.

**Municipal Energy**

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

\*  **Short-term Lodging Consumables**

I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

\*  **Direct Mail**

I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return*.

\*  **Commercial Airlines**

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

\*  **Commercials, Films, Audio and Video Tapes**

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

\*  **Alternative Energy**

I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

\*  **Locomotive Fuel**

I certify this fuel will be used by a railroad in a locomotive engine.

\*  **Research and Development of Alternative Energy Technology**

I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

\*  **Life Science Research and Development Facility**

I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

\*  **Mailing Lists**

I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

\*  **Semiconductor Fabricating, Processing or Research and Development Material**

I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

\*  **Telecommunications Equipment, Machinery or Software**

I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

\*  **Aircraft Maintenance, Repair and Overhaul Provider**

I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

\*  **Ski Resort**

I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

**Leasebacks**

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

**Film, Television, Radio**

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

**Prosthetic Devices**

I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)

**Out-of-State Construction Materials**

I certify this tangible personal property, of which I am taking possession in Utah, will be taken out-of-state and will become part of real property located in a state that does not have sales tax, is taxed at a lower rate, or does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at the lower of the Utah rate where the tangible personal property was purchased or the rate of the location where the tangible personal property is converted to real property in the other state if the other state allows a credit for tax paid to Utah.

**Agricultural Producer**

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. **This exemption does not apply to vehicles required to be registered.**

**Tourism/Motor Vehicle Rental**

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

**Textbooks for Higher Education**

I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.

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\* **Purchaser must provide sales tax license number in the header on page 1.**

**NOTE TO PURCHASER:** You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email [taxmaster@utah.gov](mailto:taxmaster@utah.gov), or call 801-297-2200 or 1-800-662-4335.



**AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING**

Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Ensure you complete both the "Automatic Withdrawal" and "Paperless Invoicing" sections to take advantage of both time-saving features. Please call Customer Service at (800) 873-2474 if you have any questions.

**You can fill out and submit this form online and avoid the need for a voided check by visiting <http://bit.ly/dllach2>**

**Contract Number (If Known):** \_\_\_\_\_

Customer Name: CITY OF PROVO, UT  
 Customer Address: 351 W CENTER ST, PROVO, UT 84601-4338  
 Customer Phone Number: 801-852-7529

**Automatic Payments**

Bank Account Holder(s): \_\_\_\_\_  
 Bank Name: \_\_\_\_\_  
 Bank Address/Branch Location: \_\_\_\_\_  
 ABA Routing Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

*Sample Check:*  
 Your information  
 Pay to the order of \_\_\_\_\_ Dollars  
 987456123 00012345678 1234  
 ABA Routing No. Bank Acct. No. Check No.

This is a  checking account\*  savings account\*\*

*\*If a Checking account is identified above, please send a copy of a voided check.  
 \*\*If a Savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.*

**Authorization:** By signing below, I (we) hereby authorize DLL FINANCE LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. I (we) understand paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Bank Account Holder Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Print Title (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_ Print Title (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**Paperless Invoicing**

**Customer Email Address:** \_\_\_\_\_

**Authorization:** By signing below, I hereby authorize DLL FINANCE LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice. Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

Customer Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Print Title (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_



**Did you sign next to the red arrows?**

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

<b>Mail:</b> P.O. BOX 2000 ATTN: ITR JOHNSTON, IA 50131	<b>Email:</b> postbookingrequests@dllgroup.com	<b>Questions? Call us:</b> (800) 873-2474
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# PROVO MUNICIPAL COUNCIL STAFF REPORT



**Submitter:** JMAGNESS  
**Department:** Council  
**Requested Meeting Date:** 07-06-2021

**SUBJECT:** A discussion regarding the Council's priorities for future appropriations from the Legacy CIP Fund. (21-037)

**RECOMMENDATION:** Presentation and discussion; action by majority vote.

**BACKGROUND:** Currently there is \$1.9 million in the Legacy CIP Fund account with a \$1.25 million appropriation pending to purchase property at Slate Canyon. That leaves approximately \$729,110 in the fund for future projects.

Staff will present some possible and proposed uses for these funds.

**FISCAL IMPACT:** TBD

**PRESENTER'S NAME:** Cliff Strachan, Council Executive Director

**REQUESTED DURATION OF PRESENTATION:** 30 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**

**CITYVIEW OR ISSUE FILE NUMBER:** 21-037