Advisory Opinion #201

Parties: Ivory Development, LLC; Provo City
Issued: August 27, 2018

TOPIC CATEGORIES:

Impact Fees
Exactions on Development

The overlay fee charged to the developer by the City is not an impact fee, because it is a fee for project improvements, which is plainly excepted from the definition of an impact fee under State law. Consequently, the City does not have to follow procedures in the Impact Fees Act relative to calculating and assessing the fee.

The overlay fee is nonetheless an exaction that must satisfy a rough proportionality analysis. In this case, the overlay fee does not satisfy the extent aspect of this test. The test requires an individualized determination that the fee is proportionate considering the circumstances of the development, including the developer's claim that the overlay can be done at a much lower price. Moreover, in order to ensure proportionality, any leftover funds should be refunded to the developer when the City actually finishes the one-inch overlay on the local streets within the Subdivision.

Finally, the City may not impose on the developer an inspection fee that exceeds the reasonable estimated cost of providing necessary inspections.

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ADVISORY OPINION

Advisory Opinion Requested By:	Ivory Development, LLC
Local Government Entity:	Provo City
Type of Property:	Residential
Date of this Advisory Opinion:	August 27, 2018
Opinion Authored By:	Jordan S. Cullimore Office of the Property Rights Ombudsman

ISSUE

Do asphalt overlay fees and inspection fees charged by Provo City violate applicable law?

SUMMARY OF ADVISORY OPINION

The overlay fee charged to Ivory by the City is not an impact fee, because it is a fee for project improvements, which is plainly excepted from the definition of an impact fee under State law. Consequently, the City does not have to follow procedures in the Impact Fees Act relative to calculating and assessing the fee.

The overlay fee is nonetheless an exaction that must satisfy a rough proportionality analysis. In this case, the overlay fee does not satisfy the extent aspect of this test. The test requires an individualized determination that the fee is proportionate considering the circumstances of the development, including Ivory's claim that the overlay can be done at a much lower price. Moreover, in order to ensure proportionality, any leftover funds should be refunded to Ivory when the City actually finishes the one-inch overlay on the local streets within the Subdivision.

Finally, the City may not impose on Ivory an inspection fee that exceeds the reasonable estimated cost of providing necessary inspections.

REVIEW

A Request for an Advisory Opinion may be filed at any time prior to the rendering of a final decision by a local land use appeal authority under the provisions of UTAH CODE § 13-43-205.

An advisory opinion is meant to provide an early review, before any duty to exhaust administrative remedies, of significant land use questions so that those involved in a land use application or other specific land use disputes can have an independent review of an issue. It is hoped that such a review can help the parties avoid litigation, resolve differences in a fair and neutral forum, and understand the relevant law. The decision is not binding, but, as explained at the end of this opinion, may have some effect on the long-term cost of resolving such issues in the courts.

A Request for an Advisory Opinion was received from Benson Hathaway, Attorney for Ivory Development, LLC, on March 8, 2018. A copy of that request was sent via certified mail to Amanda Erckanbrack, Recorder for Provo City, at 351 West Center Street, Provo, Utah.

EVIDENCE

The Ombudsman's Office reviewed the following relevant documents and information prior to completing this Advisory Opinion:

1. Request for an Advisory Opinion submitted by Paxton Guymon, Attorney for Mitchell Development, Inc., on February 8, 2018.
2. Reply submitted by David Graves, Public Works Director/City Engineer for Provo City, on February 27, 2018.
3. Response submitted by Benson Hathaway, Attorney for Ivory Development, LLC, on March 8, 2018.
4. Response submitted by Robert Trombly, Attorney for Provo City, on March 28, 2018.
5. Response submitted by Benson Hathaway, Attorney for Ivory Development, LLC, on May 7, 2018.

BACKGROUND

In February 2018, Mitchell Development, Inc. (Mitchell) submitted a Request for Advisory Opinion asking whether certain asphalt overlay fees Provo City (City) charged relative to Mitchell's Osprey Point Subdivision qualify as impact fees subject to the Utah Impact Fees Act. UTAH CODE CHAPTER 11-36a. After the City initially responded to Mitchell's request, Ivory Development, LLC (Ivory) submitted its own advisory opinion request in support of Mitchell's position. Ivory, in its request additionally argued that the City has not only improperly assessed an asphalt overlay fee on its own Broadview Shores Subdivision, but that the City also charged unreasonable inspection fees on the subdivision project.

The City's approval of Ivory's development project required Ivory to construct the subdivision's internal streets with a three-inch asphalt depth on the surface of the streets.[1] In addition to this requirement, the City required compliance with the following Provo City Code (City Code) provision:

[1] While not explicitly stated, we presume this is the case from the context of Ivory's Advisory Opinion Request.

> A one (1) inch surface course of all streets shall be provided within three (3) years after a development has been completed or longer if the majority of the buildings within the development have not been constructed or as approved by the City Engineer…. The developer shall provide the City with a fee, as shown in the Consolidated Fee Schedule as adopted by the Municipal Council, in the appropriate amount to pay for the one (1) inch surface course which will follow for each development. This fee shall be placed into a fund and installation of the surface course shall be coordinated through the Provo City Engineering Division in conjunction with its yearly maintenance program. Fees for the surface course shall be determined by the Engineering Division based on its estimated cost for such work to be completed at a future date.

PROVO CITY CODE § 15.03.230.

In accordance with this provision, the City charged Ivory a $165,816.80 Asphalt Overlay Fee (overlay fee). According to the City, this fee will cover the City's cost to place an additional one inch of asphalt on the streets within the subdivision after construction of the homes in the subdivision is complete. The fee also covers the cost of raising manholes and water valves within the street to the level of the one-inch overlay, and tying in the new layer of asphalt to existing improvements.

The City explains that it implemented this fee, and assesses it on all new development, because "with new developments like [this one, the City was] seeing significant damage and wear to the streets through the construction of the homes within [the] developments and the city received a large number of complaints about the streets in these new developments when the homes were completed."

The City also states that it "takes on the responsibility of completing [the] overlay at a future date, usually within three to five years of the start of a project, to install the one inch asphalt surface." To calculate the fee, the City estimates the cost of the work using bid prices obtained from its annual asphalt paving project, "plus a small contingency for inflation." The City feels that the fees charged to Ivory in this case were reasonable and appropriate because they were correctly calculated in accordance with the City's legislatively enacted fee schedule, and the fees were calculated "in exactly the same way, following exactly the same procedures that [the City follows] in every similar case."

Ivory disagrees with the City's assessment. Ivory contends that the overlay fee assessed by the City qualifies as an impact fee, and that the fee must be refunded or adjusted because the fee was not lawfully established, calculated, and assessed as required by the Utah Impact Fees Act (the Act). *See* UTAH CODE CHAPTER 11-36a. Because the Act requires a City to establish an impact fee facilities plan (IFFP) and conduct an impact fee analysis (IFA) to calculate a reasonable and realistic fee, Ivory argues that the overlay fee was assessed illegally because this City didn't follow the procedures outlined in the Act.

Ivory asserts that in calculating an impact fee, the City must base the amount of the fee "on realistic estimates." UTAH CODE §11-36a-305(2). Ivory has obtained bids from its own

contractors indicating that the cost of applying a one inch overlay and raising manholes and water valves would be, at most, $80,400. Nonetheless, the City has charged an overlay fee of $165,816.80 for the same work. Ivory asserts that a more than 100% increase "cannot by any assumption be considered to be a 'realistic estimate' of the anticipated cost."

Additionally, Ivory argues that the City has imposed unreasonable inspection fees on its development. According to Ivory, the City imposed a $71,240.40 on the Broadview Shores Subdivision, amounting to $903 per lot. Ivory asserts that this fee covers the City's costs to send an inspector to observe installation of utilities for 10-15 minutes a day during the installation period. Ivory states that $900 is the approximate amount Ivory spends per lot to have design engineers prepare all preliminary and final plans and conduct construction surveying. Ivory reasons that the City must be able to review the installation of utilities at less than the cost to "have all engineering and surveying work completed for those same lots."

ANALYSIS

I. The Asphalt Overlay Fee is Not an Impact Fee

Ivory and the City disagree about whether the overlay fee is an impact fee, the calculation and assessment of which must comply with the Utah Impact Fees Act. The Act defines an impact fee as "a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure." UTAH CODE 11-36a-102(8)(a).

Ivory argues that the Asphalt Overlay Fee meets the definition of an impact fee because it is "charged as a condition of development approval to mitigate the impact of the new development on the public roads…." Ivory asserts that Provo may not obviate its obligation to comply with the Impact Fees Act simply by calling the overlay fee something other than an impact fee.

There is, however, a caveat in the Act's impact fee definition that applies to the present case. State Code specifically provides that an impact fee does not include "a tax, a special assessment, a building permit fee, a hookup fee, *a fee for project improvements*, or other reasonable permit or application fee. UTAH CODE § 11-36a-102(8)(b) (emphasis added).

The Act draws a distinction between "system improvements" and "project improvements." The Code defines project improvements as follows:

> "Project improvements" means site improvements and facilities that are:
>
> (i) planned and designed to provide service for development resulting from a development activity;
>
> (ii) necessary for the use and convenience of the occupants or users of development resulting from a development activity; and
>
> (iii) not identified or reimbursed as a system improvement.

UTAH CODE § 11-36a-102(14)(a).

"System improvements" are defined as:

> (i) existing public facilities that are:
>
> (A) identified in the impact fee analysis [required by the Act]; and
>
> (B) designed to provide services to service areas within the community at large; and
>
> (ii) future public facilities identified in the impact fee analysis [required by the Act] that are intended to provide services to service areas within the community at large.

UTAH CODE § 11-36a-102(21)(a)

It is our understanding that the overlay fee in this case will be used to finish the asphalt surface of on-site, local roads intended to serve building lots within the subdivision. Such roads are properly categorized as project improvements because they are "planned and designed to provide service for the development" and appear to be "necessary for the use and convenience of the occupants or users of" the development.

The submitted materials give no indication that the roads within the subdivision are capital improvements, such as arterial or even collector streets, with a primarily system-wide function. Moreover, nothing in the submitted materials indicates the streets in question have been "identified or reimbursed" as public facilities designed or intended to "provide services to service areas within the community at large." *See* UTAH CODE § 11-36a-102(14)(a), (21)(a).

Since the roads within the Broadview Subdivision are project improvements, any improvement fee associated with their completion is not an impact fee and the Impact Fees Act is inapplicable.

II. The Asphalt Overlay Fee is an Exaction

While the overlay fee in this case is not an impact fee, it is nonetheless a development exaction and must comply with the law governing exactions. An exaction is a contribution to a government entity "imposed as a condition precedent to approving the developer's project." *Salt Lake County v. Board of Education of Granite School District*, 808 P.2d 1056, 1058 (Utah 1991). Often, exactions come in the form of mandatory dedication of land and infrastructure improvements, but an exaction may also take the form of a fee-in-lieu of mandatory dedication, as in this case. *See id.*

Provo City's exaction scheme, as applied to Ivory, includes requiring the developer to construct and dedicate land and most of the street improvements, as well as a fee the City will use to complete the road surface once construction of the dwellings within the subdivision is completed. Nothing in State law prohibits this approach, but it nevertheless must comply with what is known as the "rough proportionality" test applicable to all government-imposed exactions. *See* UTAH CODE § 10-9a-508.

The city may only exact land, improvements, and fees from a property owner to the extent the exactions proportionately offset burdens the development proposal places on the city's ability to provide services[2] to the development. If an exaction satisfies the rough proportionality analysis, it will be deemed reasonable.

The test, which is articulated in State Code, provides:

A municipality may impose an exaction…on development proposed in a land use application…if:

> (a) an essential link exists between a legitimate governmental interest and [the] exaction; and
> (b) [the] exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

UTAH CODE § 10-9a-508(1).

A. Essential Link

The first part of Utah Code § 10-9a-508(1) requires an essential link between a legitimate governmental interest and the exaction imposed. The City's legitimate government interest in this case is providing serviceable access and transportation to lots within the subdivision. Exacting street improvements and fees to complete street improvements accomplishes this objective. *See Carrier v. Lindquist*, 2001 UT 105, ¶ 18, 37 P.3d 1112, 1117 ("In order for a government to be effective, it needs the power to establish or relocate public throughways . . . for the convenience and safety of the general public.") *See also* UTAH CODE § 10-8-8.

Accordingly, in this case there is a connection between the imposed exaction and a legitimate government interest, so the *essential link* portion of the rough proportionality test is satisfied. UTAH CODE § 10-9a-508(1)(a).

B. Rough Proportionality

The Utah Supreme Court has provided direction on how to analyze the second part of Utah Code § 10-9a-508(1) requiring rough proportionality between the exaction and the development's impact. In *B.A.M. Development, LLC v. Salt Lake* County (BAM II), 2008 UT 74, the court explained that the rough proportionality analysis "has two aspects: first, the exaction and impact must be related in *nature*; second, they must be related in *extent*." *Id.* at ¶ 9 (emphasis added). The *nature* aspect focuses on the relationship between the anticipated impact and proposed exaction. The court described the approach "in terms of a solution and a problem…. [T]he impact is the problem, or the burden which the community will bear because of the development. The exaction should address the problem. If it does, then the nature component has been satisfied." *Id.* at ¶10.

The *extent* aspect of the rough proportionality analysis measures the impact against the proposed exaction in terms of cost. *Id.* at ¶11 ("The most appropriate measure is cost—specifically, the

[2] Such as access and transportation.

cost of the exaction and the impact to the developer and the municipality, respectively."). The court explained that "roughly proportional" means "roughly equivalent." *Id.* at ¶8. Thus, in order to be valid, the cost of an exaction must be roughly equivalent to the cost that a local government would incur to mitigate impacts attributable to development.

Because constitutional protections are involved, the City, as the government entity imposing the dedication requirement, possesses the burden of showing that the proposed requirement is proportionate, or equivalent, to the development's impacts and therefore valid. *See Dolan v. City of Tigard*, 512 U.S. 374, 391-92 (1994). "No precise mathematical calculation is required, but the city must make some sort of *individualized determination* that the required dedication is related both in nature and extent to the impact of the proposed development." *Id*. at 391 (emphasis added).

1. The Nature Aspect

The overlay fee satisfies the *nature* aspect of the analysis. The City has indicated that the problem involves not only providing access and transportation, but ensuring streets are not prematurely damaged and over worn prior to use by subdivision residents as a result of construction activities related home building. The construction and improvement of the local streets in the manner proposed by the City addresses these problems.

Ivory may understandably contend that the City's proposed solution to the problem of providing serviceable streets is excessive due to the fact that it requires the developer to pay for an improvement that will be installed years down the road. It could be argued that the City is requiring the developer to not only initially construct the internal local streets, but to also cover the cost of maintaining and upgrading the streets for a period of time, which should be the ongoing responsibility of the City and its residents, not the developer.

While this argument has merit from a cost and a policy standpoint, we find nothing in the law that prohibits the approach in light of our full analysis. In total, the City is requiring the developer to construct a road with a four inch road base, albeit in two phases. Utah Courts have been clear that, as it relates to legislative policy decisions, "[t]he selection of one method of solving [a] problem in preference to another is entirely within the discretion of the city." The City in this case, by legislative enactment, has decided to address the identified problem in this manner. *See* PROVO CITY CODE § 15.03.230. While this approach certainly increases the developer's costs, there is no evidence to suggest that the method itself inherently offends any constitutional standard of reasonableness. *See Banberry Development Corporation v. South Jordan City*, 631 P.2d 899, 902 (Utah 1981) (suggesting that all development fees are governed by some constitutional standard of reasonableness).

By requiring most of the improvements upfront, the City ensures the development has sufficient access from the outset. By requiring a fee to allow the city to complete the road after a significant portion of home construction has been completed, the City addresses the issue of ensuring the roads are not prematurely worn or damaged prior to significant use. Accordingly, the *nature* aspect of the rough proportionality analysis is satisfied.

2. The Extent Aspect

In many cases, it is difficult for a local government to provide the cost analysis necessary for the *extent* aspect of the rough proportionality analysis. That is not the case here as far as the fee is concerned. A fee-in-lieu intrinsically conveys cost in monetary value. The question thus simply becomes whether the fee charged to the developer is roughly proportionate to the City's actual cost of assuaging the burden it would otherwise bear to address the problem if the developer did not pay the fee.[3]

The City in this case has estimated it will need $165,816.80 to finish the one-inch overlay, including the raising of water valves and sewer covers. The City based its calculations on bid prices it had received previously. This is the amount the City has charged Ivory in overlay fees.

In light of the contrary estimates obtained by Ivory showing a fee estimate of less than half of the City's fee, the City's basis for its calculation is patently insufficient. When a challenge arises, especially of this magnitude, the City may not simply conclude "this is what it costs" without providing a detailed basis for the costs and a showing that the cost is justifiable. As indicated above, the city "must make some sort of *individualized determination* that the required dedication" is proportionate. *See Dolan v. City of Tigard*, 512 U.S. at 391-92. The City has not done so here. Thus, although the City's approach in requiring an overlay fee is legal, it has failed to show that this fee, as calculated and applied to Ivory, satisfies the extent aspect of rough proportionality.

By the same token, neither has Ivory shown that the fee violates rough proportionality. Ivory's only basis for a challenge is a claim that it can get the job done for half the price. This certainly calls the extent aspect of rough proportionality into question, but it does not provide adequate proof without more information about its bid and the reasons that the two bids are disparate. Although the City's fee certainly appears high in relation to Ivory's estimates, there is no *res ipsa loquiter* in exactions. A very high exaction is not necessarily disproportionate simply because it is very high. Sometimes the cost to assuage an impact is very high, yet quite proportionate.

Accordingly, the City's fee does not currently satisfy the extent aspect of the rough proportionality test. The City must adequately justify its fee to show that it reflects actual costs. Taking a "this fee is what it is, like it or not" approach is unacceptable without an individualized determination. In justifying its fee, the City should carefully consider information the developer has provided suggesting that the work could be sufficiently done at a much lower rate.

Moreover, because of how the City has imposed the exaction, and in light of the highly disparate estimates, the City carries an unsatisfied obligation if it retains a fee higher than the actual cost of the work. The City may only use fees for cost recovery. The law of exactions prohibits the City

[3] As a threshold matter, it is well-accepted that requiring a developer to install reasonably-sized internal local streets within a subdivision satisfies the rough proportionality test. It appears that is the case here. Thus, we only address whether the additional overlay fee to complete the streets in accordance with the City's standards satisfies rough proportionality.

from using any portion of a fee as a revenue source to pay for other projects and services. Using an exaction fee for such purposes would impermissibly require Ivory to pay for impacts beyond its own. *See Banberry Development Corporation v. South Jordan City*, 631 P..2d 899, 903 (Utah 1981).

Consequently, if the City does not use all of the assessed fee money on the identified improvements, it must refund Ivory the remaining unused amount at that future point.[4] Accordingly, the City has an affirmative obligation to carefully account for the assessed fee amount to ensure any excess is appropriately refunded to Ivory in the event the actual cost proves to be less than the fee amount when the improvements are actually constructed.

III. The City's Inspection Fee Must Not Exceed the Reasonable Cost of Performing the Inspection

Ivory further argues that the City has charged it excessive inspection fees for the Broadview Shores Subdivision. Ivory claims that the City's $903 per lot inspection fee is clearly unreasonable. Utah law plainly states that an inspection fee imposed on new development may not exceed the reasonable cost of performing the needed inspection. UTAH CODE § 10-9a-510(4)(b).

If an applicant feels a city has violated this standard, State Code provides a procedure for determining whether an inspection fee exceeds the reasonable cost of performing the inspection. Utah Code section 10-9a-510(5) requires a municipality, at the request of an applicant, to provide "an itemized fee statement that shows the calculation method for each fee." UTAH CODE § 10-9a-510(5)(a). The law further provides that an applicant may timely request additional information to determine whether the fee "reflects only the reasonable estimated costs of…delivering the service for which the applicant…paid the fee." UTAH CODE § 10-9a-510(5)(c). Finally, the statute requires the City to establish a fee appeal process for determining the reasonableness of a fee.

Here, the parties have not provided information or evidence necessary to assess the reasonableness of the inspection fees in this case. The only evidence presented is that the City imposed a total inspection fee is $71,240.40, which amounts to a $903 charge for each lot. As above, this is insufficient information to determine whether the inspection fee covers only the reasonable cost of performing needed inspections. It does not provide any justification or explanation of what the City's actual costs are in providing inspections for the development project.

Consequently, we are unable to provide the proper analysis and draw any conclusions. Ultimately, if the City has charged a fee that exceeds the City's reasonable estimated cost of performing the required inspections, it must refund any excess to Ivory. We encourage Ivory to

[4] This type of approach is applied consistently in Utah law to other forms of exactions, monetary and otherwise. A city must return to a party in interest impact fees that are not lawfully "spent or encumbered" within six years. UTAH CODE § 11-36a-603. When a city surpluses land obtained by exaction less than 15 years after the city acquired it, the city must offer to re-convey the land to the party from whom it was exacted without additional compensation before the city may otherwise dispose of it. UTAH CODE § 10-9a-508(4). The governing principle stands for the proposition that if a city does not use exacted land or money for the purpose for which it was exacted, it must return the property to the contributing entity. Otherwise, the result is an unconstitutional taking of property.

file a formal appeal of the fee with the City to begin the formal process to determine if the fee does more than simply cover costs.

CONCLUSION

The overlay fee charged to Ivory by the City is not an impact fee, because it is a fee for project improvements, which is plainly excepted from the definition of an impact fee under State law. Consequently, the City does not have to follow procedures in the Impact Fees Act relative to calculating and assessing the fee.

The overlay fee is nonetheless an exaction that must satisfy a rough proportionality analysis. In this case, the overlay fee does not satisfy the extent aspect of this test. The test requires an individualized determination that the fee is proportionate considering the circumstances of the development, including Ivory's claim that the overlay can be done at a much lower price. Moreover, in order to ensure proportionality, any leftover funds should be refunded to Ivory when the City actually finishes the one-inch overlay on the local streets within the Subdivision.

Finally, the City may not impose on Ivory an inspection fee that exceeds the reasonable estimated cost of providing necessary inspections.

Brent N. Bateman, Lead Attorney
Office of the Property Rights Ombudsman

NOTE:

This is an advisory opinion as defined in § 13-43-205 of the Utah Code. It does not constitute legal advice, and is not to be construed as reflecting the opinions or policy of the State of Utah or the Department of Commerce. The opinions expressed are arrived at based on a summary review of the factual situation involved in this specific matter, and may or may not reflect the opinion that might be expressed in another matter where the facts and circumstances are different or where the relevant law may have changed.

While the author is an attorney and has prepared this opinion in light of his understanding of the relevant law, he does not represent anyone involved in this matter. Anyone with an interest in these issues who must protect that interest should seek the advice of his or her own legal counsel and not rely on this document as a definitive statement of how to protect or advance his interest.

An advisory opinion issued by the Office of the Property Rights Ombudsman is not binding on any party to a dispute involving land use law. If the same issue that is the subject of an advisory opinion is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion, the substantially prevailing party on that cause of action may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution.

Evidence of a review by the Office of the Property Rights Ombudsman and the opinions, writings, findings, and determinations of the Office of the Property Rights Ombudsman are not admissible as evidence in a judicial action, except in small claims court, a judicial review of arbitration, or in determining costs and legal fees as explained above.

The Advisory Opinion process is an alternative dispute resolution process. Advisory Opinions are intended to assist parties to resolve disputes and avoid litigation. All of the statutory procedures in place for Advisory Opinions, as well as the internal policies of the Office of the Property Rights Ombudsman, are designed to maximize the opportunity to resolve disputes in a friendly and mutually beneficial manner. The Advisory Opinion attorney fees provisions, found in Utah Code § 13-43-206, are also designed to encourage dispute resolution. By statute they are awarded in very narrow circumstances, and even if those circumstances are met, the judge maintains discretion regarding whether to award them.

MAILING CERTIFICATE

Section 13-43-206(10)(b) of the Utah Code requires delivery of the attached advisory opinion to the government entity involved in this matter in a manner that complies with Utah Code Ann. § 63-30d-401 (Notices Filed Under the Governmental Immunity Act).

These provisions of state code require that the advisory opinion be delivered to the agent designated by the governmental entity to receive notices on behalf of the governmental entity in the Governmental Immunity Act database maintained by the Utah State Department of Commerce, Division of Corporations and Commercial Code, and to the address shown is as designated in that database.

The person and address designated in the Governmental Immunity Act database is as follows:

Amanda Ercanbrack
Provo City Recorder
351 West Center Street
Provo, UT 84601

On this _____ Day of _____, 2018, I caused the attached Advisory Opinion to be delivered to the governmental office by delivering the same to the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the person shown above.

_____
Office of the Property Rights Ombudsman