



## PROVO MUNICIPAL COUNCIL

### Work Meeting

2:00 PM, Tuesday, June 18, 2024

Provo Peak Room (1<sup>st</sup> Floor)

Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or

<https://www.youtube.com/provocitycouncil>

The in-person meeting will be held in the **Provo Peak Room**. 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 you do not have access to the Internet, you can join via telephone following the instructions below.

**To listen to the meeting by phone: June 18 Work Meeting: Dial 346-248-7799. Enter Meeting ID 894 7349 5789 and press #. When asked for a participant ID, press #.**

### Agenda

### Roll Call

### Approval of Minutes

January 9, 2024 Work Meeting Minutes

### Business

1. A discussion regarding an ordinance amending the Zone Map Classification of real property located at 1730 N 2300 W from the Agricultural (A1.5) Zone to the One-Family Residential (R1.10) Zone - Grandview North Neighborhood (PLRZ20220251)
2. Discussion of ordinance amending the Zone Map Classification of property at 5610 North University Avenue from the Agricultural (A1.5) Zone to the Arbors on the Avenue Project Redevelopment (PRO-A10) Zone - North Timpview Neighborhood (PLRZ20230325)
3. Discuss ordinance amending Zone Map Classification of 1630 S Nevada Ave from Public Facilities-Critical Hillside Overlay PF(CH)/Agricultural (A1.1) Zones to One-Family Residential-Performance Development Overlay R1.8(PD) Zone; Provost (PLRZ20240047)
4. A discussion regarding a resolution imposing fire restrictions due to hazardous environmental conditions (24-055)

5. A discussion regarding an ordinance amending Provo City Code to make corrections and updates related to Cross Connection Control and Backflow Prevention (24-036)
6. Utah State Legislature 2024 Recap (24-056)
7. Neighborhood District Program Updates (24-013)

## **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**

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](http://provo.org/government/city-council/meet-the-council)

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

Council meetings are broadcast live and available later on demand at [youtube.com/ProvoCityCouncil](https://youtube.com/ProvoCityCouncil)  
To send comments to the Council or weigh in on current issues, visit [OpenCityHall.provo.org](http://OpenCityHall.provo.org).

The next Work Meeting will be held on Tuesday, July 16, 2024. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. 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 aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email [rcaron@provo.org](mailto:rcaron@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://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 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](http://agendas.provo.org). Council meeting agendas are available through the Utah Public Meeting Notice website at [utah.gov/pmn](http://utah.gov/pmn), which also offers email subscriptions to notices.

# *Pending minutes – awaiting approval*



## PROVO MUNICIPAL COUNCIL

### Work Meeting Minutes

1:00 PM, Tuesday, January 09, 2024

Council Chambers

Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or  
<https://www.youtube.com/provocitycouncil>

## Agenda

### Roll Call

Elected officials present:

Councilors George Handley, Travis Hoban, Becky Bogdin, Katrice Mackay, Rachel Whipple, Gary Garrett, and Craig Christensen

Mayor Michelle Kaufusi excused

### Approval of Minutes

#### December 12, 2023 Work Meeting Minutes

Approved by unanimous consent

### Business

- 1. A discussion regarding the Parkway Village Tax Increment Finance reimbursement agreement - fifth payment - budget appropriation (24-011)**

CONTINUED

- 2. A discussion regarding The Shops At The Riverwoods Sales Tax Increment Funding Agreement – second payment - budget appropriation (24-011)**

CONTINUED

- 3. A discussion and training regarding the Council Issue Tracker (24-002)**

Michael Sanders, Council policy analyst, reviewed the 2023 issue requests and the 2023 tracking system. Reviewed presentations and issue discussions held in work meetings- resolved and ongoing. Provided an update on ongoing items that are continued into the 2024 Council year. For the ongoing items, Michael provided additional background and status updates which included some council options for action if desired.

Michael then reviewed the issue tracker system and the changes to the tracker for 2024. Michael explained a new addition to the issue tracker system- issue sponsor meeting.

- 4. A discussion regarding Council assignments to committees, boards, and commissions (24-004)**

Justin Harrison, Council Executive Director, reviewed the annual process the Council undertakes to review and assign board, committee, and commission assignments.

## *Pending minutes – awaiting approval*

Justin asked the Council to hold a discussion about better communication and updates from the boards/commissions from the Councilors assigned to them for the rest of the Council.

Councilor Bogdin asked if the Councilors on the boards or Council staff could send out minutes from the various bodies as an update for the rest of the Councilors. Councilors discussed the format and time table for sending out the updates.

Councilors reviewed the list of bodies and talked about assignments

Audit Committee

- Councilor Garrett and Councilor Hoban opted in

Library Board

- Discussed that this board appointment is a mayoral appointment but the Council can express intent on who they would like to be on the board
- Councilor Whipple volunteered

Agricultural Commission

- Councilor Bogdin volunteered

Airport Board

- Councilor Christensen volunteered

Energy Board

- Chair MacKay and Councilor Christensen and Councilor Bogdin volunteered

TMAC

- Chair MacKay and Councilor Handley volunteered

Parks and Rec

- Councilor Garrett volunteered

Downtown Provo Inc.

- Councilor Christensen volunteered

ULCT LPC

- Councilor Garrett volunteered
- Councilor Bogdin volunteered as alternate

Chair MacKay made a motion to ratify the assignments to the various board, commission, and committees as the will of the Council, as listed on the screen.

Motion seconded by Councilor Handley

Passed by roll call voted unanimously

### **5. A discussion regarding the Audit Committee (24-010)**

Justin Harrison, Council Executive Director, introduced the topic by reviewing the background of the audit committee and its history in Provo.

Justin proposed 3 updates to the audit committee, as recommended by the state auditors office and GFOA.

1. Formalize the audit committee under the purview of the Council
2. Transferring the duty of the internal audit function to the legislative branch
3. Governing documents should be adopted to formalize responsibility, oversight, and membership

These updates were reviewed by the audit committee on December 6, 2023.

Justin reviewed the proposed Audit Committee Resolution including what it does:

- Formally established an audit committee and its duties

## *Pending minutes – awaiting approval*

- John Borget was invited to speak to the Council to provide additional background information to the Council on how and why the audit committee was created
- Justin explained the makeup of the audit committee and its mission
  - Councilor Bogdin expressed the desire to not have the minimum term limits at 4 years and suggested they be shorter
  - Chair MacKay motioned change the minimum of 1 member of the public to a minimum of 2 members of the public, seconded by Councilor Bogdin; passed 7-0
  - Councilor Bogdin motioned to change the 4 year terms to 2 year terms; seconded by MacKay; passed 6-1 with Whipple opposed
- Internal Audit Charter reviewed
- Reviewed the proposed code change in Chapter 2.10.100 to take the audit committee out of the administrative branch into the legislative powers

Justin concluded the item and informed the Council the resolution is coming back to approval in the January 23<sup>rd</sup> Regular Council meeting.

### **6. A presentation regarding potential amendments to Provo City Code 2.29 Neighborhood District Program (24-013)**

Rachel Breen, Community Relations Analyst, introduced the item and began by giving some background and context for the program changes from 2022 and how the program ran in 2023. Rachel mentioned low attendance as a sticking point and something she wishes to improve.

Noted that even with low attendance, there is a lot of digital engagement.

Rachel reviewed successes over the past year for each district.

Rachel reviewed the survey done in September of 2023 for both the city staff and the neighborhood board members. From the survey results, some policy changes that don't require code changes were made for 2024.

Councilor Bogdin and Councilor Handley made some suggestions for policy changes or types of meetings including starting Council Q&A in the park during the summer months.

Rachel reviewed the proposed code changes

- Discussed changing the representatives from the neighborhoods for up to 2 representatives per neighborhood and taking out the limit of 11 board members- limit changed to however many board members if each neighborhood in the district has 2 representatives; straw poll taken and passed 7-0
- Discussed election vs appointment of board members
  - Councilor Hoban gave background on the committee that proposed the initial neighborhood program changes; Councilor Handley added his comments to this background
  - Councilors discussed the pros and cons of elections vs appointments
  - Councilors agreed to table this point until October and revisit it then in time for code changes prior to 2025
- Discussed taking away the 3 month waiting period for board members to serve as a leader again- straw poll taken and passed in support 7-0
- Changing the word “communication” to “endorsement” on political or commercial activities
- Discussed changing the amount of the matching grant money from 5k to 7.5k
  - Councilor Handley suggested raising the money to 10k instead

## *Pending minutes – awaiting approval*

- Going to create an appropriation for FY24 to increase the amount to 7.5K and then revisit making the grant higher ongoing at the upcoming council budget priorities meeting; straw poll taken and passed with support 7-0
- Discussed Neighborhood board chair having the sole power to grant or deny fee waivers for city applications
  - Direct staff and legal to come back to revise the code to not allow for pocket vetos by the district chairs

### **Closed Meeting**

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### **Adjournment**

# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** DWRIGHT  
**Department:** Development Services  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** An ordinance amending the Zone Map Classification of real property located at 1730 N 2300 W from the Agricultural (A1.5) Zone to the One-Family Residential (R1.10) Zone - Grandview North Neighborhood (PLRZ20220251)

**RECOMMENDATION:** Staff and the Planning Commission recommend approval for this zone change.

**BACKGROUND:** The applicant is requesting approval for a vacant parcel of land in the agricultural (A1.5) zone to be rezoned to the one-family residential (R1.10) zone. The purpose of the rezone would be to allow for the lot to be subdivided into two lots for new homes to be built. The proposed rezone area consists of approximately 1.57 acres of land. The General Plan Map has this property designated for residential. The rezone to R1.10 would align with this designation. The property is currently zoned A1.5 like the properties to the south, east and to the west. The rezone request to R1.10 would match the property in the subdivision to the east. The adjacent private drive (2300 West) would remain in the A1.5 Zone because it is not a public street. The residential property to the north, across 1730 North, is in Orem City.

**FISCAL IMPACT:** No

**PRESENTER'S NAME:** Dustin Wright

**REQUESTED DURATION OF PRESENTATION:** 10 minutes

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

The General Plan Map identifies a residential land use for this area. The rezone from agricultural to residential would bring the properties zoning into alignment with the General Plan residential designation. This amendment would allow for new homes to be constructed in Provo. The proposed rezone is compatible with the General Plan, Land Use (Chapter 3) and Housing (Chapter 4) goals. Additionally, the rezone will help encourage the development of new single-family homes to help address housing shortages, and to facilitate additional economic growth and opportunities.

**CITYVIEW OR ISSUE FILE NUMBER:** PLRZ20220251

## ORDINANCE 2024-\_\_\_\_\_.

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF  
REAL PROPERTY, GENERALLY LOCATED AT 1730 N 2300 W, FROM  
THE AGRICULTURAL (A1.5) ZONE TO THE ONE-FAMILY RESIDENTIAL  
(R1.10) ZONE. GRANDVIEW NORTH NEIGHBORHOOD. (PLRZ20220251)

## RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 1.55 acres of real property, generally located at 1730 N 2300 W (a map and legal description of which are attached in Exhibit A), be amended from the Agricultural (A1.5) Zone to the One-Family Residential (R1.10) Zone; and

On May 22, 2024, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by a 7:0 vote; and

The Planning Commission's recommendation was based on the project design presented to the Commission; and

On June 18, 2024, the Municipal Council met to determine 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

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, the Council finds that (i) the Provo Zoning Map should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

## PART I:

The classification on the Provo Zoning Map is amended from the Agricultural (A1.5) Zone to the One-family Residential (R1.10) Zone for the real property described in this ordinance.

## PART II:

39       A. If a provision of this ordinance conflicts with a provision of a previously adopted  
40       ordinance, this ordinance controls.

41

42       B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,  
43       sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of  
44       the ordinance is not affected by that determination.

45

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

49

50       D. The Municipal Council directs that the Provo Zoning Map be updated and codified to  
51       reflect the provisions enacted by this ordinance.

EXHIBIT A – AREA TO BE REZONED

COMMENCING AT POINT BEING LOCATED NORTH 00°09'28" WEST ALONG THE SECTION LINE 1290.57 FEET AND WEST 732.84 FEET FROM THE EAST QUARTER CORNER, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 11°28'28" EAST ALONG AN EXISTING FENCE LINE 382.91 FEET; THENCE SOUTH 85°49'32" WEST ALONG AN EXISTING FENCE LINE 179.26 FEET; THENCE NORTH 10°21'43" WEST ALONG AN EXISTING FENCE LINE 394.51 FEET; THENCE NORTH 89°55'32" EAST ALONG AN EXISTING FENCE LINE 173.57 FEET TO THE POINT OF BEGINNING.

AREA = 67,729.28 SQ.FT. / 1.55 ACRES

THE SURVEY WAS BEGUN AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING BEING NORTH 00°09'28" WEST ALONG THE SECTION FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION.





## Provo City Planning Commission

# Report of Action

May 22, 2024

\*Item 1      Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West. Grandview North Neighborhood. Dustin Wright (801) 852-6404 dwright@provo.org PLRZ20220251

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The following action was taken by the Planning Commission on the above described item at its regular meeting of May 22, 2024:

## RECOMMENDED APPROVAL

On a vote of 7:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Conditions of Approval: None

Motion By: Andrew South

Second By: Jeff Whitlock

Votes in Favor of Motion: Andrew South, Jeff Whitlock, Melissa Kendall, Daniel Gonzales, Robert Knudsen, Lisa Jensen, Barbara DeSoto

Daniel Gonzales was present as Chair.

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

### **LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED**

The property to be rezoned to the R1.10 Zone is described in the attached Exhibit A.

### **RELATED APPLICATIONS**

Preliminary Subdivision Plat – PLPSUB20220223

### **DEVELOPMENT AGREEMENT**

- Does not apply at this stage of review or approval.

### **STAFF PRESENTATION**

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

## **CITY DEPARTMENTAL ISSUES**

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

## **NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 09/22/2022.

## **NEIGHBORHOOD AND PUBLIC COMMENT**

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.
- No neighbors or other interested parties were present or addressed the Planning Commission.

## **CONCERNS RAISED BY PUBLIC**

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following: None.

## **APPLICANT RESPONSE**

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

- The original proposal was going to involve making 2300 W a public street so that lots could be accessed from it rather than 1730 N. The property owner of the 2300 W parcel did not want to sell it to the applicant at this time so the lots will front 1730 N instead. If the applicant can acquire the parcel in the future they would dedicate it as a public street.

## **PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- The drive access will be from 1730 North for both lots and only yield two lots.
- There are no existing homes on the property. It is vacant land with horses currently and a small agricultural structure.
- 2300 West is a private drive and is not being rezoned with this request, remaining A1.5.

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Planning Commission Chair

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Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (\*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Community and Neighborhood Services Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

**BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS**

# Exhibit A

## **REZONE BOUNDARY DESCRIPTION:**

COMMENCING AT POINT BEING LOCATED NORTH 00°09'28" WEST ALONG THE SECTION LINE 1290.57 FEET AND WEST 732.84 FEET FROM THE EAST QUARTER CORNER, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 11°28'28" EAST ALONG AN EXISTING FENCE LINE 382.91 FEET; THENCE SOUTH 85°49'32" WEST ALONG AN EXISTING FENCE LINE 179.26 FEET; THENCE NORTH 10°21'43" WEST ALONG AN EXISTING FENCE LINE 394.51 FEET; THENCE NORTH 89°55'32" EAST ALONG AN EXISTING FENCE LINE 173.57 FEET TO THE POINT OF BEGINNING.

AREA = 67,729.28 SQ.FT. / 1.55 ACRES

THE SURVEY WAS BEGUN AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING BEING NORTH 00°09'28" WEST ALONG THE SECTION FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION.

**Planning Commission Hearing  
Staff Report**  
**Hearing Date: May 22, 2024**

**\*ITEM 1** Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West. Grandview North Neighborhood. Dustin Wright (801) 852-6404 dwright@provo.org PLRZ20220251

**Applicant:** Damon and Angie Reynolds

**Staff Coordinator:** Dustin Wright

**Property Owner:** Damon and Angie Reynolds

**Parcel ID#:** 19:047:0070

**Acreage:** Approximately 1.57

**Number of Properties:** 1

**Current Zone:** Agricultural Zone (A1.5)

**Proposed Zone:** One-family Residential (R1.10)

**Council Action Required:** Yes

**Development Agreement:** No

**ALTERNATIVE ACTIONS**

1. **Continue** to a future date to obtain additional information or to further consider the information presented. The next available meeting date is June 12, 2024, at 6:00 p.m.
2. **Recommend denial** of the requested Rezone Application. This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.

**Current Legal Use:**

Vacant land in an agricultural zone.

**Relevant History:**

A plat application (PLPSUB20220223) has been submitted and is being reviewed by staff for this property to be subdivided into two residential lots, subject to approval of this rezone request.

**Neighborhood Issues:**

A neighborhood meeting was held on September 22, 2022. No issues have been presented to staff.

**Summary of Key Issues:**

- The proposed land use change from agricultural to residential is supported by the General Plan Map which designates this property as residential.
- A subdivision plat is under review that shows the property can be divided into two lots that would meet the lots requirements of the proposed R1.10 zone.

**Staff Recommendation:**

Recommend approval of the requested Zone Map Amendment to the City Council.

## **OVERVIEW**

The applicant is requesting approval for a vacant parcel of land in the agricultural (A1.5) zone to be rezoned to the one-family residential (R1.10) zone. The purpose of the rezone would be to allow for the lot to be subdivided into two lots for new homes to be built. The proposed rezone area consists of approximately 1.57 acres of land.

The General Plan Map has this property designated for residential. The rezone to R1.10 would align with this designation.

The property is currently zoned A1.5 like the properties to the south, east and to the west. The rezone request to R1.10 would match the property in the subdivision to the east. The adjacent private drive (2300 West) would remain in the A1.5 Zone because it is not a public street. The residential property to the north, across 1730 North, is in Orem City.

## **FINDINGS OF FACT**

Sec. 14.020.020(2) establishes criteria for the amendments to the zoning title as follows: **(Staff response in bold type)**

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

**Staff response:** The General Plan Map identifies a residential land use for this area. The rezone from agricultural to residential would bring the properties zoning into alignment with the General Plan residential designation. This amendment would allow for new homes to be constructed in Provo.

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

**Staff response:** By changing the zoning from agricultural to residential, the property will be able to develop and align with the General Plan designations and provide additional housing units.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

**Staff response:** Rezoning the property will align with the General Plan Map for this area. The proposed rezone is compatible with the General Plan, Land Use (Chapter 3) and Housing (Chapter 4) goals. Additionally, the rezone will help encourage the development of new single-family homes to help address housing shortages, and to facilitate additional economic growth and opportunities.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated.

**Staff response: There is no timing and sequencing that would be affected by this rezone request.**

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies.

**Staff response: Due to the lot size and the location of the property on the edge of the city, staff does not see evidence of this amendment to the zoning map having an impact on the General Plan policies.**

(f) Adverse impacts on adjacent landowners.

**Staff response: A two-lot residential subdivision would have very minimal impact on any of the adjacent landowners.**

(g) Verification of correctness in the original zoning or General Plan for the area in question.

**Staff response: The land use map from the General Plan has been reviewed and found to be correct for this property.**

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

**Staff response: There are no conflicts noted by staff.**

## **STAFF ANALYSIS**

Staff has reviewed the proposed rezone application and the preliminary subdivision plat and finds that this rezone to R1.10 would be an appropriate land use that would be consistent with the General Plan. It would be a compatible use to the surrounding properties and not have any negative impacts to those adjacent parcels.

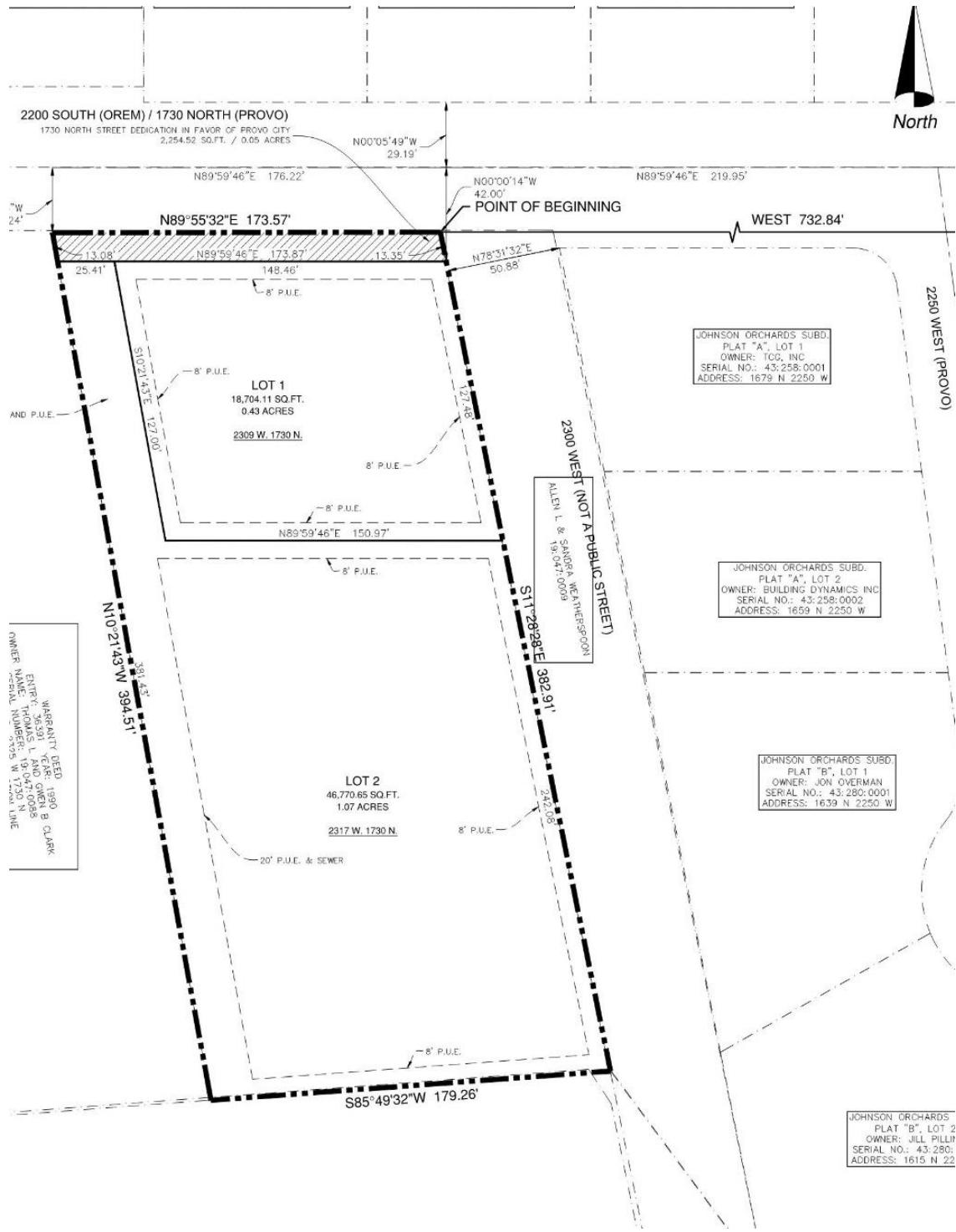
## **ATTACHMENTS**

1. Aerial of Site
2. Preliminary Plat
3. Current Zone Map
4. General Plan Map

Attachment 1 – Aerial of Site



Attachment 2 – Preliminary Plat

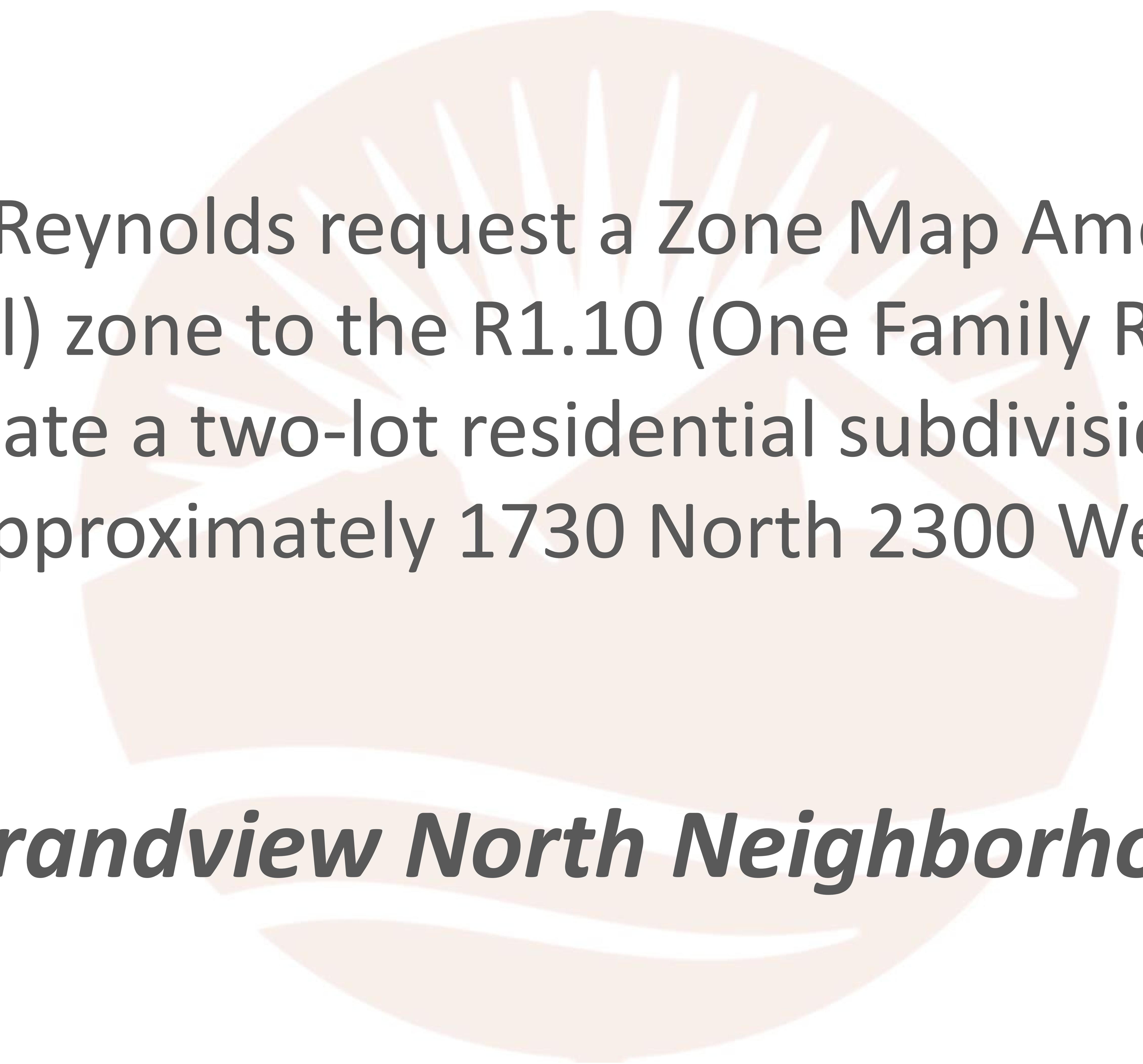


Attachment 3 – Current Zone Map



Attachment 4 – General Plan Map





Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West.

*Grandview North Neighborhood*

PLRZ20220251

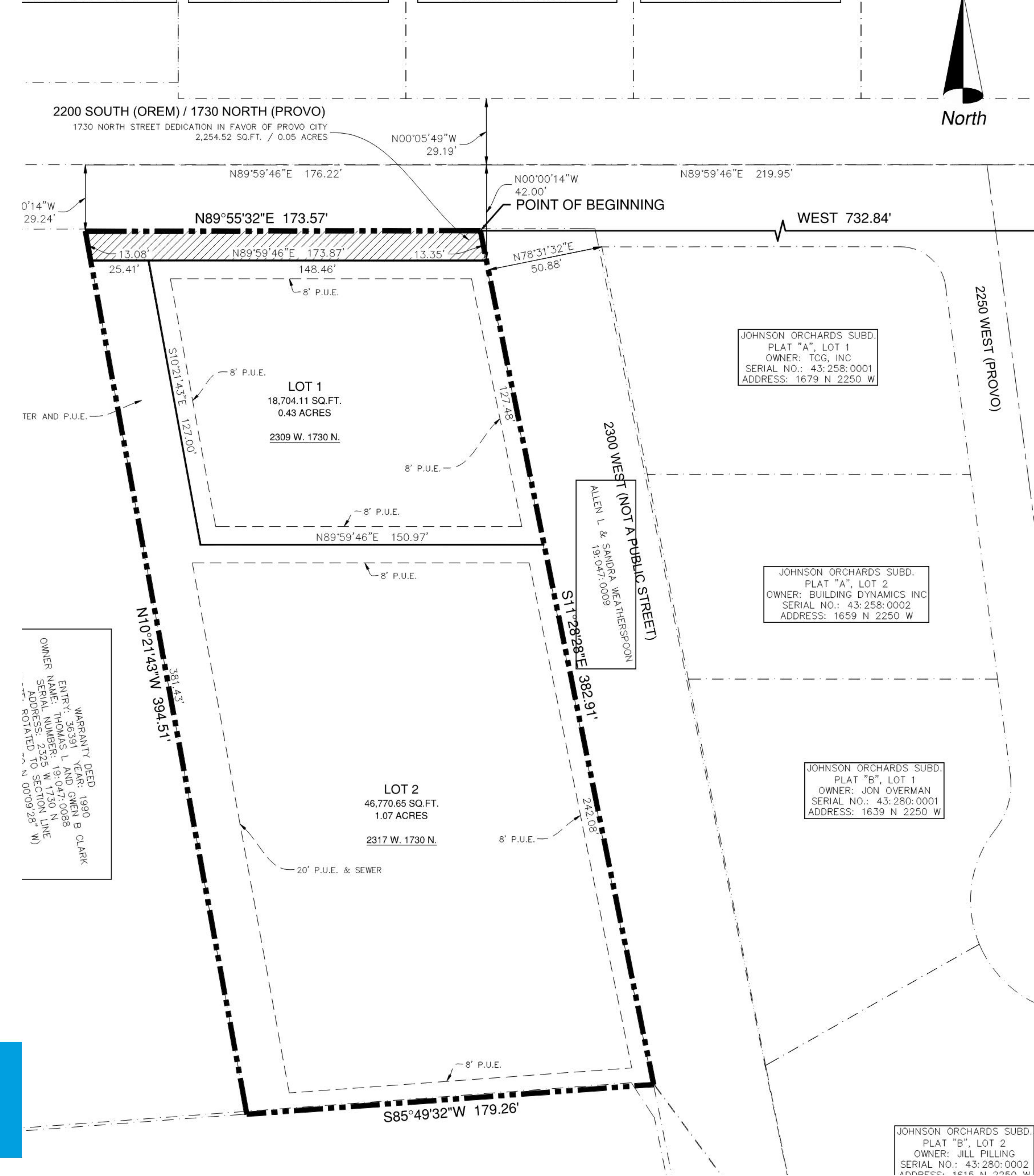
# 1730 N 2300 W

- Approximately 1.57 acres.
- Located on the Provo/Orem border.




# Preliminary Plat

- Proposed residential 2-lot subdivision.
- Access from 1730 N for both lots as 2300 W is private.



# Zoning Map

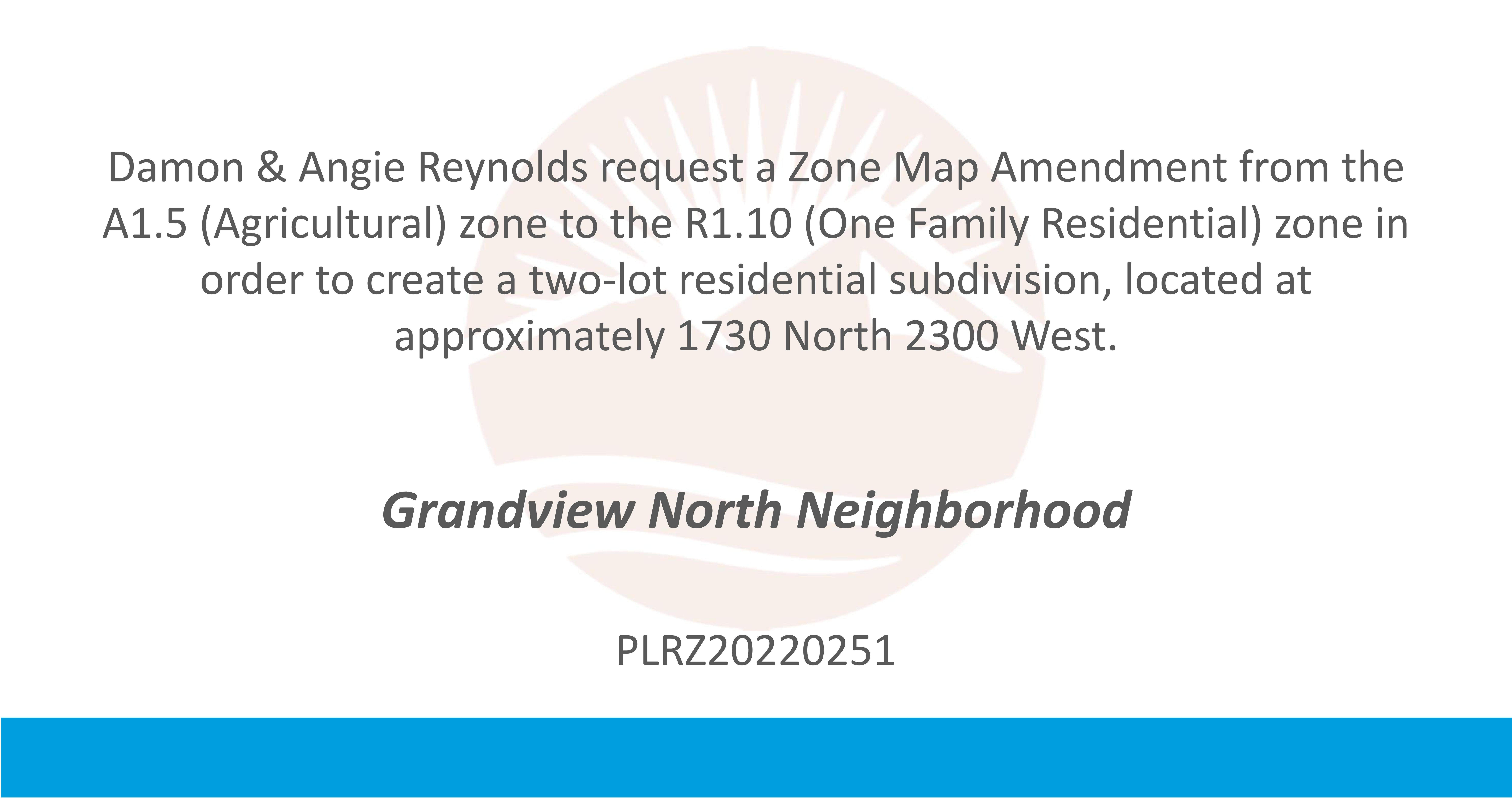
- Currently zoned agricultural A1.5
- Proposed One-family residential R1.10 zone.



# General Plan Map

- R1.10 zone will better align with the residential designation from the General Plan.





Damon & Angie Reynolds request a Zone Map Amendment from the A1.5 (Agricultural) zone to the R1.10 (One Family Residential) zone in order to create a two-lot residential subdivision, located at approximately 1730 North 2300 West.

*Grandview North Neighborhood*

PLRZ20220251

# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** AARDMORE  
**Department:** Development Services  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** An ordinance amending the Zone Map Classification of property located at 5610 North University Avenue from the Agricultural (A1.5) Zone to the Arbors on the Avenue Project Redevelopment (PRO-A10) Zone - North Timpview Neighborhood (PLRZ20230325)

**RECOMMENDATION:** That the Council reconsider the Zone Map Amendment request with the Development Agreement.

**BACKGROUND:** David Bragonje is requesting a zone map amendment from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone in order to build a 66-unit residential condominium project at the mouth of Provo Canyon, approximately 5610 North University Avenue. This site has been left vacant since a grading on a portion of the site was done in 2018.

The proposal is to build a four-story condo building with underground and surface parking, accessed from Indian Hills Road. The concept plan shows twenty-three (23) three-bedroom units, thirty-one (31) two-bedroom units, and twelve (12) one-bedroom units, along with some amenity areas on each level. The site includes additional gathering space amenities, including a dog park, hot tub area, and trail connections. The property around the site is vacant, open land to the north and east in the Agricultural (A1) and Open Space, Preservation, and Recreation (OSPR) Zones. To the south is a power station for Provo Power and the Indian Trail trailhead and parking lot. Further south, within approximately 500 feet south along Canyon Road, there are four to five single-family homes on Utah County land, with some agricultural uses. West, across University Avenue, there is a developing commercial center at 5609 N University Ave in the CG (General Commercial) Zone, and future office development in the PO (Professional Office) Zone to the southwest.

The attached Development Agreement addresses the current lack of sewer capacity and stipulates infrastructure improvements must be made prior to development, and also regulates owner-occupancy for the units.

**FISCAL IMPACT:** None.

**PRESENTER'S NAME:** Aaron Ardmore

**REQUESTED DURATION OF PRESENTATION:** 15 minutes

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

The following are questions asked of any residential zone change from Chapter Four of the General Plan: (staff responses in bold)

1. Would the rezone promote one of the top 3 housing strategies; (1) a mix of home types, sizes, and price points, (2) promote ADU's and infill development, and (3) recognize the value of single-family neighborhoods?

The proposal would bring a mix of housing types for this area of the city, stacked condos are not the predominant housing type of North Timpview and providing these with a variety of floor plans and bedroom counts would create opportunities for a variety of price points.

The proposal would not promote ADU's or infill development, as this is not an infill piece of land and ADU's would not be possible.

2. Are utilities and streets currently within 300 feet of the property proposed for rezone? Utility connections and service are the primary reason that staff cannot recommend approval for this rezone. Though there are utilities within 300 feet to connect to, there are issues down the line with utilities that do not have capacity for this proposal.

3. Would the rezone exclude land that is currently being used for agricultural use?

There are no agricultural uses within the development area of the rezone request.

4. Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations?

The closest public transit stop is on River Park Drive for Route 834, about 0.4 miles away.

5. Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands?

There are no hazards or sensitive lands within the proposed rezone.

6. Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property?

There is no on-street parking on nearby adjacent roadways, so the owners and guests of this development would have to park within the project.

7. Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied?

Since the proposal is for condominiums, this rezone could facilitate owner-occupied units; but there has been no guarantee made by the applicant at this time.

8. Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI?

The rezone could facilitate attainable housing units, but there has been no indication of that being part of the proposal.

In addition to the above questions, Subsection 14.02.020 of the Provo City Code helps to identify whether the proposed amendment is in the interest of the public and consistent with the General Plan goals and objectives. The following guidelines are for that purpose: (staff responses in bold)

(a) Public purpose for the amendment in question.

The applicant has stated that the public purpose for the amendment is to improve a blighted property, which would enhance the aesthetic of the area, facilitate infrastructure improvements, and provide more residential units.

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

The proposed amendment may or may not be the best solution for the property. However, due to the sewer constraints, the public would not be well-served by the proposal increasing density that would create need for expensive infrastructure projects that are not currently in the budget.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

While the proposal does meet some goals for housing like “allow for different types of housing in neighborhoods” and to “increase the number of housing units of all types across the whole of Provo in appropriate and balanced ways” (goals 1 and 2 of Chapter 4), there are also specific policies which the proposal does not meet like ensuring that there is adequate infrastructure for development.

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.

The timing of this proposal is premature. Allowing the city to analyze current infrastructure and future needs, and then budget for those needs should come before any additional density increases in this part of the city.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.

Rezoning this property now would hinder the ability of the city to “provide services across the city” (goal 1 of Chapter 7).

(f) Adverse impacts on adjacent land owners.

Adverse impacts associated with this rezone are far-reaching, more than the adjacent land owners would be impacted by approving a zone change that the sewer infrastructure cannot handle.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

The zoning and General Plan are correct.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

**CITYVIEW OR ISSUE FILE NUMBER:** PLRZ20230325

## ORDINANCE 2024-

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF  
REAL PROPERTY, GENERALLY LOCATED AT 5610 NORTH  
UNIVERSITY AVENUE, FROM THE AGRICULTURAL (A1.5) ZONE TO  
THE ARBORS ON THE AVENUE PROJECT REDEVELOPMENT (PRO-A10)  
ZONE. NORTH TIMPVIEW NEIGHBORHOOD. (PLRZ20230325)

## RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 2.74 acres of real property, generally located at 5610 North University Avenue (an approximation of which is shown or described in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone; and

On April 10<sup>th</sup>, 2024, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **denial** of the proposal to the Municipal Council by a 8:0 vote; and

The Planning Commission's recommendation was based on the project design presented to the Commission; and

On April 30, 2024, the Municipal Council considered this request and voted to deny the zone map classification change based on concerns about infrastructure;

The applicant subsequently proposed a Development Agreement to address the infrastructure concerns and the Council agreed to rehear the matter;

On June 18<sup>th</sup>, 2024, met to determine 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

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, the Council finds that (i) the Provo Zoning Map should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

41     PART I:

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43         The classification on the Provo Zoning Map is amended from the Agricultural (A1.5) Zone  
44         to the Arbors on the Avenue (PRO-A10) Zone for the real property described in this ordinance.

45     PART II:

46         The Mayor is authorized to negotiate and execute a development agreement as proposed  
47         by the applicant for this zone change, consistent with the representations made by the applicant  
48         and the applicant's representatives to the Council. The agreement must be in form substantially  
49         similar to the draft attached as Exhibit C. An executed copy of the agreement will be attached as  
50         Exhibit D after execution. The zone map classification change described in Part I is not effective  
51         until the date of final execution of the development agreement.

52     PART III:

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54         A. If a provision of this ordinance conflicts with a provision of a previously adopted  
55         ordinance, this ordinance controls.

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57         B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,  
58         sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of  
59         the ordinance is not affected by that determination.

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61         C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has  
62         been posted or published in accordance with Utah Code Section 10-3-711, presented to the  
63         Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with  
64         Utah Code Section 10-3-713.

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66         D. The Municipal Council directs that the Provo Zoning Map be updated and codified to  
67         reflect the provisions enacted by this ordinance.

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69         E. Notwithstanding any provision or language to the contrary in this ordinance, if the  
70         Development Agreement authorized in Part II has not been fully executed by the necessary  
71         parties within one year from the date of the Municipal Council's approval of this ordinance,  
72         the entire ordinance expires, becoming null and void as if it had never been approved.  
73         Because the zone map classification change contemplated in Part I cannot come into effect  
74         if the Development Agreement is not executed, neither the applicant nor any successor(s)  
75         in interest has any vested rights under this ordinance if it expires.

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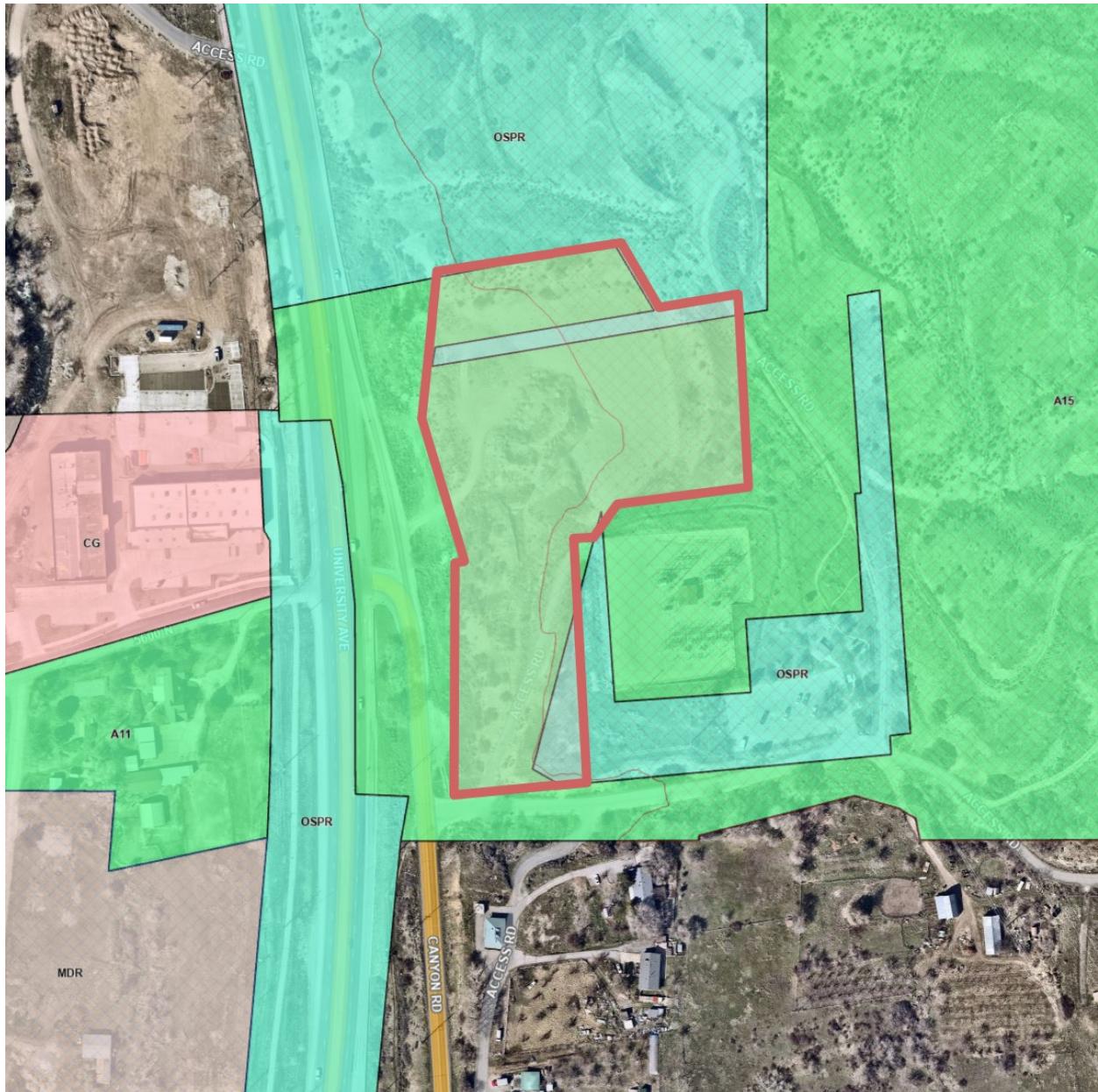
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EXHIBIT A



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EXHIBIT B

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**BOUNDARY DESCRIPTION  
LOT 2 PARCEL CIRQUE CONDOS LLC  
PROVO, UTAH**

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100 A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
101 SECTION 7, TOWNSHIP 6 SOUTH, RANGE 3 EAST, S.L.B.&M., PROVO, UTAH, MORE  
102 PARTICULARLY DESCRIBED AS FOLLOWS:

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104 COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE N.00°53'07"W. A  
105 DISTANCE OF 1101.15 FEET; THENCE EAST A DISTANCE OF 891.97 FEET TO A POINT ON THE  
106 EAST RIGHT OF WAY OF HIGHWAY 189 (UNIVERSITY AVENUE), SAID POINT BEING A POINT OF  
107 CURVATURE OF A 5358.71-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO  
108 BEING THE REAL POINT OF BEGINNING.

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110 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY A DISTANCE OF  
111 454.75 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04°51'44" AND A CHORD THAT BEARS  
112 N.04°17'05"W. A DISTANCE OF 454.62 FEET; THENCE N.80°37'00"E. A DISTANCE OF 277.70  
113 FEET; THENCE S01°01'44"E. A DISTANCE OF 408.46 FEET; THENCE S.64°36'14"W. A DISTANCE  
114 OF 12.06 FEET; THENCE S.28°26'35"W. A DISTANCE OF 54.48 FEET; THENCE WEST A DISTANCE  
115 OF 32.98 FEET; S.09°43'00"W. A DISTANCE OF 37.69 FEET; THENCE WEST A DISTANCE OF  
116 171.17 FEET; TO THE POINT OF BEGINNING.

117 CONTAINING 119,528 SQ.FT. OR 2.74 ACRES.

118 BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

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138 EXHIBIT C  
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140 **DEVELOPMENT AGREEMENT**  
141 **FOR**  
142 **Cirque Condos**

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144 **(5610 N Canyon Rd)**  
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146 THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day  
147 of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the CITY OF PROVO, a Utah municipal  
148 corporation, hereinafter referred to as "City," and David Bragonje Dba Cirque Condos LLC, a Utah  
149 limited liability company, hereinafter referred to as "Developer." The City and Developer are  
150 hereinafter collectively referred to as "Parties."

151 **RECITALS**

152 A. Developer is the owner of approximately 4.17 acres of land located within the City of  
153 Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by  
154 reference (the "Property").

155 B. On June 18<sup>th</sup>, 2024, the City Council approved Ordinance \_\_\_\_\_, vesting zoning  
156 (the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached  
157 hereto and incorporated herein by reference, which will govern the density, development and use of the  
158 Property (said density, development, and use constituting the "Project").

159 C. Developer is willing to design and construct the Project in a manner that is in harmony  
160 with and intended to promote the long-range policies, goals, and objectives of the City's General Plan,  
161 zoning and development regulations in order to receive the benefit of vesting for certain uses and  
162 zoning designations under the terms of this Agreement as more fully set forth below.

163 D. The City Council accepted Developer's proffer to enter into this Agreement to  
164 memorialize the intent of Developer and City and decreed that the effective date of the Vesting  
165 Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a  
166 public record on title of the Property in the office of the Utah County Recorder.

167 E. The City Council further authorized the Mayor to execute and deliver this Agreement on  
168 behalf of the city.

169 F. The City has the authority to enter into this Agreement pursuant to Utah Code Section  
170 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the  
171 Developer for the purpose of guiding the development of the Property in accordance with the terms and  
172 conditions of this Agreement and in accordance with applicable City Ordinances.

173 G. This Agreement is consistent with, and all preliminary and final plats within the Property  
174 are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision  
175 Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

176                   H.        The Parties desire to enter into this Agreement to specify the rights and responsibilities  
177 of the Developer to develop the Property as expressed in this Agreement and the rights and  
178 responsibilities of the City to allow and regulate such development pursuant to the requirements of this  
179 Agreement.

180 I. The Parties understand and intend that this Agreement is a "development agreement"  
181 within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

182 J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

## AGREEMENT

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

188           1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this  
189   Agreement, as a substantive part hereof.

190           2.        Zoning. The Property shall be developed in accordance with (i) the requirements of the  
191 PRO-A10 (Arbors on the Avenue) Zone, (ii) all other features as generally shown on the Concept Plan,  
192 and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates  
193 materially from the Concept Plan as permitted by the aforementioned zoning designations for the  
194 Property.

195           3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement  
196 establish the development rights for the Project, including the use, maximum density, intensity and  
197 general configuration for the Project. The Project shall be developed by the Developer in accordance  
198 with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must  
199 comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material  
200 variations to the Concept Plan, as defined and approved by the City's Community Development Director,  
201 such as exact building locations, exact locations of open space and parking may be varied by the  
202 Developer without official City Council or Planning Commission approval. Such variations, however,  
203 shall in no way change the maximum density, use and intensity of the development of the Project.

204        4. Additional Specific Developer Obligations. As an integral part of the consideration for  
205 this agreement, the Developer voluntarily agrees that:

206 a. The Project will not and may not have more than sixty-six (66) dwelling units.

209 c. Parking will be provided at a ratio of 2.12 per unit.

210 d. The building will not and may not have more than four (4) residential levels.

e. A trail connection will be made at Developer's expense to the existing Bonneville Shoreline Trail, as illustrated in the attached concept plan (Exhibit B).

f. The Developer must cause the ownership of the Indian Trail (aka Bonneville Shoreline Trail) running through Parcel 20:014:0111 to be transferred to the City via Deed Transfer or Easement prior to issuance of a building permit.

g. Developer acknowledges that current City infrastructure is insufficient to support the Project. Accordingly, Developer expressly agrees Developer is not entitled to a building permit until the necessary sewer improvements are built to handle the capacity of currently entitled properties feeding into the Freedom Trunkline INCLUDING the Project. City is entitled to deny any application for a building permit until Developer meets all necessary requirements for a permit AND the sewer improvements described in this paragraph are constructed and operational.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

## 6. Vested Rights and Reserved Legislative Powers.

- a. **Vested Rights.** As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509.

i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

legislative Powers. The Developer acknowledges that the City is in its authority to limit its police power by contract and that the reservations and exceptions set forth herein are intended to reserve to the City its police power that cannot be so limited. Notwithstanding the power of the City to enact such legislation of the police powers, such power shall not modify the Developer's vested right as set forth herein unless circumstances are present which meet the exceptions to the vested rights set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Government Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. Ogden*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the vesting of vested rights recognized under state or federal law.

7. **Default.** An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

292                   2.       The right to withhold all further approvals, licenses, permits or other  
293                   rights associated with the Project or development activity pertaining to the defaulting  
294                   party as described in this Agreement until such default has been cured.

295                   3.       The right to draw upon any security posted or provided in connection  
296                   with the Property or Project by the defaulting party.

297           The rights and remedies set forth herein shall be cumulative.

298                   8.       Notices. Any notices, requests and demands required or desired to be given hereunder  
299                   shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by  
300                   certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

301                   To the Developer:     Cirque Condos, LLC  
302   Attn: David Bragonje \_\_\_\_\_  
303   10274 N Bayhill Dr. \_\_\_\_\_  
304   Cedar Hills, UT 84062 \_\_\_\_\_  
305   Phone: 801-636-9513 \_\_\_\_\_

307                   To the City:        City of Provo  
308   Attention: City Attorney  
309   445 W Center  
310   Provo, UT 84601  
311   Phone: (801) 852-6140

313                   9.       General Term and Conditions.

314                   a.       Headings. The headings contained in this Agreement are intended for  
315                   convenience only and are in no way to be used to construe or limit the text herein.

316                   b.       Binding Effect. This Agreement shall inure to the benefit of, and be binding  
317                   upon, the parties hereto and their respective heirs, representatives, officers, agents, employees,  
318                   members, successors and assigns (to the extent that assignment is permitted). Without limiting  
319                   the generality of the foregoing, a "successor" includes a party that succeeds to the rights and  
320                   interests of the Developer as evidenced by, among other things, such party's submission of land  
321                   use applications to the City relating to the Property or the Project.

322                   c.       Non Liability of City Officials and Employees. No officer, representative,  
323                   consultant, attorney, agent or employee of the City shall be personally liable to the Developer,  
324                   or any successor in interest or assignee of the Developer, for any default or breach by the City,  
325                   or for any amount which may become due to the Developer, or its successors or assignees, or  
326                   for any obligation arising under the terms of this Agreement. Nothing herein will release any  
327                   person from personal liability for their own individual acts or omissions.

328                   d.       Third Party Rights. Except for the Developer, the City and other parties that may  
329                   succeed the Developer on title to any portion of the Property, all of whom are express intended  
330                   beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations  
331                   to any other persons or parties. The Parties acknowledge that this Agreement refers to a private

332 development and that the City has no interest in, responsibility for, or duty to any third parties  
333 concerning any improvements to the Property unless the City has accepted the dedication of  
334 such improvements.

335 e. Further Documentation. This Agreement is entered into by the Parties with the  
336 recognition and anticipation that subsequent agreements, plans, profiles, engineering and other  
337 documentation implementing and carrying out the provisions of this Agreement may be  
338 necessary. The Parties agree to negotiate and act in good faith with respect to all such future  
339 items.

340 f. Relationship of Parties. This Agreement does not create any joint venture,  
341 partnership, undertaking, business arrangement or fiduciary relationship between the City and  
342 the Developer.

343 g. Agreement to Run with the Land. This Agreement shall be recorded in the  
344 Office of the Utah County Recorder against the Property and is intended to and shall be deemed  
345 to run with the land and shall be binding on and shall benefit all successors in the ownership of  
346 any portion of the Property.

347 h. Performance. Each party, person and/or entity governed by this Agreement  
348 shall perform its respective obligations under this Agreement in a manner that will not  
349 unreasonably or materially delay, disrupt or inconvenience any other party, person and/or  
350 entity governed by this Agreement, the development of any portion of the Property or the  
351 issuance of final plats, certificates of occupancy or other approvals associated therewith.

352 i. Applicable Law. This Agreement is entered into under and pursuant to and is to  
353 be construed and enforceable in accordance with, the laws of the State of Utah.

354 j. Construction. This Agreement has been reviewed and revised by legal counsel  
355 for both the City and the Developer, and no presumption or rule that ambiguities shall be  
356 construed against the drafting party shall apply to the interpretation or enforcement of this  
357 Agreement.

358 k. Consents and Approvals. Except as expressly stated in this Agreement, the  
359 consent, approval, permit, license or other authorization of any party under this Agreement  
360 shall be given in a prompt and timely manner and shall not be unreasonably withheld,  
361 conditioned or delayed. Any consent, approval, permit, license or other authorization required  
362 hereunder from the City shall be given or withheld by the City in compliance with this  
363 Agreement and the City Ordinances.

364 l. Approval and Authority to Execute. Each of the Parties represents and warrants  
365 as of the Effective Date this Agreement, it/he/she has all requisite power and authority to  
366 execute and deliver this Agreement, being fully authorized so to do and that this Agreement  
367 constitutes a valid and binding agreement.

368 m. Termination.

369 i. Notwithstanding anything in this Agreement to the contrary, it is agreed  
370 by the parties hereto that in the event the final plat for the Property has not been

371 recorded in the Office of the Utah County Recorder within ten (10) years from the date  
372 of this Agreement (the "Term"), or upon the occurrence of an event of default of this  
373 Agreement that is not cured, the City shall have the right, but not the obligation, at the  
374 sole discretion of the City Council, to terminate this Agreement as to the defaulting  
375 party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the  
376 Parties.

377 ii. Upon termination of this Agreement for the reasons set forth herein,  
378 following the notice and process required hereby, the obligations of the City and the  
379 defaulting party to each other hereunder shall terminate, but none of the licenses,  
380 building permits, or certificates of occupancy granted prior to expiration of the Term or  
381 termination of this Agreement shall be rescinded or limited in any manner.

382 10. Assignability. The rights and responsibilities of Developer under this Agreement may be  
383 assigned in whole or in part by Developer with the consent of the City as provided herein.

384 a. Notice. Developer shall give Notice to the City of any proposed assignment and  
385 provide such information regarding the proposed assignee that the City may  
386 reasonably request in making the evaluation permitted under this Section. Such  
387 Notice shall include providing the City with all necessary contact information for the  
388 proposed assignee.

389 b. Partial Assignment. If any proposed assignment is for less than all of Developer's  
390 rights and responsibilities, then the assignee shall be responsible for the  
391 performance of each of the obligations contained in this Agreement to which the  
392 assignee succeeds. Upon any such approved partial assignment, Developer shall be  
393 released from any future obligations as to those obligations which are assigned but  
394 shall remain responsible for the performance of any obligations that were not  
395 assigned.

396 c. Grounds for Denying Assignment. The City may only withhold its consent if the City  
397 is not reasonably satisfied of the assignee's reasonable financial ability to perform  
398 the obligations of Developer proposed to be assigned.

399 d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be  
400 bound by the assigned terms and conditions of this Agreement as a condition  
401 precedent to the effectiveness of the assignment.

402 11. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and  
403 conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable  
404 to such parcel and be subject to the same limitations and rights of the City as when owned by Developer  
405 and as set forth in this Agreement without any required approval, review, or consent by the City except  
406 as otherwise provided herein.

407 12. No Waiver. Any party's failure to enforce any provision of this Agreement shall not  
408 constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing  
409 by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder  
410 by the other party shall not be construed as a waiver of any succeeding breach of the same or other  
411 provisions.

412           13. Severability. If any portion of this Agreement is held to be unenforceable for any  
413 reason, the remaining provisions shall continue in full force and effect.

414           14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation  
415 under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,  
416 equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or  
417 controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other  
418 casualties or other causes beyond the reasonable control of the party obligated to perform hereunder  
419 shall excuse performance of the obligation by that party for a period equal to the duration of that  
420 prevention, delay or stoppage.

421           15. Amendment. This Agreement may be amended only in writing signed by the Parties  
422 hereto.

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425 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their  
426 respective, duly authorized representatives as of the day and year first hereinabove written.

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ATTEST:

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By: \_\_\_\_\_  
435 City Recorder

By: \_\_\_\_\_  
435 Mayor Michelle Kaufusi

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STATE OF UTAH )

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COUNTY OF UTAH )

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On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who  
being by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her  
official capacity as \_\_\_\_\_ of Provo City, a municipal corporation of the State of Utah.

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\_\_\_\_\_  
Notary Public

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STATE OF UTAH )

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COUNTY OF UTAH )

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On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who  
being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a Utah limited  
liability company, and that the within and foregoing instrument was signed on behalf of said limited  
liability company with proper authority and duly acknowledged to me that he executed the same.

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\_\_\_\_\_  
Notary Public



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488  
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**Exhibit B**  
**Concept Plan**





## Provo City Planning Commission

# Report of Action

April 10, 2024

\*ITEM #1 David Bragonje requests a Zone Map Amendment from the A1.5 (Agricultural) Zone to the PRO-A10 (Arbors on the Avenue) Zone in order to construct a new 66-unit condo building, located approximately at 5610 N University Ave. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20230325

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The following action was taken by the Planning Commission on the above described item at its regular meeting of April 10, 2024:

## RECOMMENDED DENIAL

On a vote of 8:0, the Planning Commission recommended that the Municipal Council deny the above noted application.

Motion By: Melissa Kendall

Second By: Jeff Whitlock

Votes in Favor of Motion: Melissa Kendall, Jeff Whitlock, Barbara DeSoto, Andrew South, Lisa Jensen, Daniel Gonzales, Robert Knudsen, Jonathon Hill

Daniel Gonzales was present as Chair.

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

### **LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED**

The property to be rezoned to the PRO-A10 Zone is described in the attached Exhibit A.

### **RELATED ACTIONS**

The Planning Commission approved the related Concept Plan application (PLCP20230326) at the April 10, 2024 hearing.

### **PROPOSED OCCUPANCY**

\*66 Total Units

\*Type of occupancy: Family

\*Standard Land Use Code 1151

### **PROPOSED PARKING**

\*140 Total parking stalls required

\*140 Total parking stalls provided

\*2.12 parking stalls per unit

### **DEVELOPMENT AGREEMENT**

- May apply with future approvals.

## **STAFF PRESENTATION**

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

- Planning Staff answered questions from the Planning Commission regarding the General Plan for the property, other properties that are zoned for projects that would feed into the Freedom sewer trunkline, and what options the developer would have knowing the current constraints of the sewer trunkline.
- David Day answered questions from the Planning Commission about the specific sewer infrastructure improvements that would be needed to allow the proposed 66-unit project. He also spoke about budgeting for improvements throughout the city and answered additional questions from the Planning Commission about the specific risks in approving more units than the sewer lines could handle.

## **CITY DEPARTMENTAL ISSUES**

- There are remaining issues from the Coordinator Review Committee (CRC) review that need to be resolved.
- Important issues raised by other departments – addressed in Staff Report to Planning Commission

## **NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 01/24/2024.

## **NEIGHBORHOOD AND PUBLIC COMMENT**

- The Neighborhood District Chair was present /addressed the Planning Commission during the public hearing.
- Neighbors or other interested parties were present or addressed the Planning Commission.

## **CONCERNS RAISED BY PUBLIC**

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- A written comment from Will Taylor stated opposition due to traffic and access concerns with the project.
- Sharon Memmott (District 1) gave an overview and additional detail about the January Neighborhood Meeting. She stated the desire for agricultural and open spaces and shared concern regarding the height of the building and stated that there is no high-density currently designated in the area.
- Steve Turley stated that he owns property to the east of the proposal and would encourage the city to come up with resolutions for the sewer constraints in the area. He also would like more detail on stacking and access to the area.

## **APPLICANT RESPONSE**

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

- David Bragonje presented the history of work he has done to this point on the proposal, details of the project, and coordinating with Provo Power, UDOT, and other city staff. Mr. Bragonje detailed the benefits of his project to the city that have come and would come with his development, including better access and utility infrastructure in the area. **He also proffered to commit to owner-occupancy for at least fifty percent of the condo units.**
- Mr. Bragonje answered questions from the Planning Commission regarding financial ability to build a smaller, less dense project on the site, pricing of the units, parking for the project, and site constraints for building. When asked additional questions regarding guaranteeing owner-occupancy in the project for the long-term, the applicant stated that he could do the work to make sure that occurs.

## **PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- The Planning Commission stated support for the plan itself and appreciated the trail connections and design of the building into the hillside. The proposed use is a needed product type in the city, but the sewer issue unfortunately pushes the decision to be negative.

- The unit types, owner-occupancy, and location all help to pull support for the proposal; a single-family subdivision or agricultural use at the location do not seem to fit.
- There was some discussion about the sewer constraints and needed infrastructure projects to make this proposal work. There was a desire from the Planning Commission to have more specific and detailed information on what the costs would be to get this project to work.
- This would be a change from the General Plan, but the location seems to call for a project similar to what is being sought.
- The Commission discussed their desire to look deeper into the sewer costs, the traffic study, and any issues with access to the site with future UDOT projects.
- The Commission confirmed with staff that approval of a concept plan is still dependent on the zone change and would simply indicate support for the proposal for the future. They also wanted some clarity on the project area as it relates to units per acre (density) and hoped that could be made clearer for future meetings.
- **A straw poll was completed to indicate that despite the General Plan designation of the property, the proposed zone change for the 2.74-acre project area would be supported by the Planning Commission: supported 8:0.**
- **A second straw poll was completed to indicate that with the guarantee of owner-occupancy that the sewer capacity is the only obstacle to the Planning Commission recommending approval of the zone change: supported 6:2 (Commissioners Jensen and South indicating that access to the site was an additional concern).**

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Planning Commission Chair

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Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (\*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Community and Neighborhood Services Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

**BOUNDARY DESCRIPTION  
LOT 2 PARCEL CIRQUE CONDOS LLC  
PROVO, UTAH**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 3 EAST, S.L.B.&M., PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE N.00°53'07"W. A DISTANCE OF 1101.15 FEET; THENCE EAST A DISTANCE OF 891.97 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HIGHWAY 189 (UNIVERSITY AVENUE), SAID POINT BEING A POINT OF CURVATURE OF A 5358.71-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY A DISTANCE OF 454.75 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04°51'44" AND A CHORD THAT BEARS N.04°17'05"W. A DISTANCE OF 454.62 FEET; THENCE N.80°37'00"E. A DISTANCE OF 277.70 FEET; THENCE S01°01'44"E. A DISTANCE OF 408.46 FEET; THENCE S.64°36'14"W. A DISTANCE OF 12.06 FEET; THENCE S.28°26'35"W. A DISTANCE OF 54.48 FEET; THENCE WEST A DISTANCE OF 32.98 FEET; S.09°43'00"W. A DISTANCE OF 37.69 FEET; THENCE WEST A DISTANCE OF 171.17 FEET; TO THE POINT OF BEGINNING.

CONTAINING 119,528 SQ.FT. OR 2.74 ACRES.

BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.



## Planning Commission Hearing Staff Report

### Hearing Date: April 10, 2024

**\*ITEM #1** David Bragonje requests a Zone Map Amendment from the A1.5 (Agricultural) Zone to the PRO-A10 (Arbors on the Avenue) Zone in order to construct a new 66-unit condo building, located approximately at 5610 N University Ave. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20230325

<p><b>Applicant:</b> David B Bragonje</p> <p><b>Staff Coordinator:</b> Aaron Ardmore</p> <p><b>Property Owner:</b> CIRQUE CONDOS LLC</p> <p><b>Parcel ID#:</b> 20:014:0051; 20:014:0066; 20:014:0065; 20:014:0102; 20:014:0103; 20:014:0108</p> <p><b>Acreage:</b> 7.84 (2.85-acre project area)</p> <p><b>Number of Properties:</b> 6</p> <p><b>ALTERNATIVE ACTIONS</b></p> <ol style="list-style-type: none"><li>1. <b>Approve</b> the requested Zone Map Amendment. <i>This action <u>would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.</u></i></li><li>2. <b>Continue</b> to a future date to obtain additional information or to further consider information presented. <i>The next available meeting date is April 24, 2024, at 6:00 P.M.</i></li></ol>	<p><b>Current Legal Use:</b> There are no current established uses on the property.</p> <p><b>Relevant History:</b> A portion of this property was graded in 2018. As the applicant went through staff review with his proposal, Public Works discovered a sewer capacity issue in the “freedom trunkline” that would not allow this project to move forward without large infrastructure improvements (see attached “Freedom Trunkline ERC memo”). The applicant has updated his request to the Arbors on the Avenue PRO Zone to address some of the earlier concerns with the HDR Zone.</p> <p><b>Neighborhood Issues:</b> This item was discussed at the January 24, 2024 District 1 Neighborhood meeting. There was more support for a Medium Density project (up to 30 units/acre) than a High Density project (up to 50 units/acre). The following were listed as specific concerns:</p> <ul style="list-style-type: none"><li>• Traffic on Indian Hills Road/Canyon Road</li><li>• Developing more than the described 2.85 acres</li><li>• Allowable building height in the HDR Zone</li></ul> <p><b>Summary of Key Issues:</b></p> <ul style="list-style-type: none"><li>• The request has changed from asking for the HDR Zone to the PRO-A10 Zone.</li><li>• The proposal is for 66 condominium units.</li><li>• The limits on sewer connections for this property restrict the staff from recommending approval.</li></ul> <p><b>Staff Recommendation:</b> That the Planning Commission recommend denial of the proposed rezone to the City Council.</p>
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## **OVERVIEW**

David Bragonje is requesting a zone map amendment from the Agricultural (A1.5) Zone to the Arbors on the Avenue (PRO-A10) Zone in order to build a 66-unit residential condominium project at the mouth of Provo Canyon, approximately 5610 North University Avenue. This site has been left vacant since a grading on a portion of the site was done in 2018.

The proposal is to build a four-story condo building with underground and surface parking, accessed from Indian Hills Road. The concept plan shows twenty-three (23) three-bedroom units, thirty-one (31) two-bedroom units, and twelve (12) one-bedroom units, along with some amenity areas on each level. The site includes additional gathering space amenities, including a dog park, hot tub area, and trail connections.

The property around the site is vacant, open land to the north and east in the Agricultural (A1) and Open Space, Preservation, and Recreation (OSPR) Zones. To the south is a power station for Provo Power and the Indian Trail trailhead and parking lot. Further south, within approximately 500 feet south along Canyon Road, there are four to five single-family homes on Utah County land, with some agricultural uses. West, across University Avenue, there is a developing commercial center at 5609 N University Ave in the CG (General Commercial) Zone, and future office development in the PO (Professional Office) Zone to the southwest.

While additional housing is needed in Provo, and adding this type of housing in the northeast would be a benefit, Public Works Staff have found that there is not enough sewer infrastructure to support this rezone. In the attached Freedom Trunkline ERC memo, it concludes that the amount of property already zoned for development will use the remaining capacity of this sewer system due to several constraint points in the line that come with very high price tags to correct. These sewer improvements are not within the five-year improvement plans for Public Works, and therefore, staff must recommend denial on the requested zone change.

## **FINDINGS OF FACT**

1. The current zones on the property are the A1.5 and OSPR Zones (*Chapters 14.08, 14.33, Provo City Code*).
2. The proposed zone is the PRO-A10 Zone (*Chapter 14.50(10), Provo City Code*).
3. The proposed parking is 140 stalls.

4. The required parking is 140 stalls (*Section 14.37.060, Provo City Code*).

## **STAFF ANALYSIS**

To evaluate this proposal staff will address the criteria on page 47 of the General Plan (“evaluating proposed rezone applications for housing developments”) and the Provo City Code Subsection 14.02.020 for zone map amendments.

The following are questions asked of any residential zone change from Chapter Four of the General Plan: (**staff responses in bold**)

1. Would the rezone promote one of the top 3 housing strategies; (1) a mix of home types, sizes, and price points, (2) promote ADU’s and infill development, and (3) recognize the value of single-family neighborhoods?

**The proposal would bring a mix of housing types for this area of the city, stacked condos are not the predominant housing type of North Timpview and providing these with a variety of floor plans and bedroom counts would create opportunities for a variety of price points.**

**The proposal would not promote ADU’s or infill development, as this is not an infill piece of land and ADU’s would not be possible.**

2. Are utilities and streets currently within 300 feet of the property proposed for rezone?

**Utility connections and service are the primary reason that staff cannot recommend approval for this rezone. Though there are utilities within 300 feet to connect to, there are issues down the line with utilities that do not have capacity for this proposal.**

3. Would the rezone exclude land that is currently being used for agricultural use?

**There are no agricultural uses within the development area of the rezone request.**

4. Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations?

**The closest public transit stop is on River Park Drive for Route 834, about 0.4 miles away.**

5. Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands?

**There are no hazards or sensitive lands within the proposed rezone.**

6. Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property?

**There is no on-street parking on nearby adjacent roadways, so the owners and guests of this development would have to park within the project.**

7. Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied?

**Since the proposal is for condominiums, this rezone *could* facilitate owner-occupied units; but there has been no guarantee made by the applicant at this time.**

8. Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI?  
**The rezone *could* facilitate attainable housing units, but there has been no indication of that being part of the proposal.**

In addition to the above questions, Subsection 14.02.020 of the Provo City Code helps to identify whether the proposed amendment is in the interest of the public and consistent with the General Plan goals and objectives. The following guidelines are for that purpose: **(staff responses in bold)**

- (a) Public purpose for the amendment in question.  
**The applicant has stated that the public purpose for the amendment is to improve a blighted property, which would enhance the aesthetic of the area, facilitate infrastructure improvements, and provide more residential units.**
- (b) Confirmation that the public purpose is best served by the amendment in question.  
**The proposed amendment may or may not be the best solution for the property. However, due to the sewer constraints, the public would not be well-served by the proposal increasing density that would create need for expensive infrastructure projects that are not currently in the budget.**
- (c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.  
**While the proposal does meet some goals for housing like “allow for different types of housing in neighborhoods” and to “increase the number of housing units of all types across the whole of Provo in appropriate and balanced ways” (goals 1 and 2 of Chapter 4), there are also specific policies which the proposal does not meet like ensuring that there is adequate infrastructure for development.**
- (d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.  
**The timing of this proposal is premature. Allowing the city to analyze current infrastructure and future needs, and then budget for those needs should come before any additional density increases in this part of the city.**
- (e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.  
**Rezoning this property now would hinder the ability of the city to “provide services across the city” (goal 1 of Chapter 7).**
- (f) Adverse impacts on adjacent land owners.

**Adverse impacts associated with this rezone are far-reaching, more than the adjacent land owners would be impacted by approving a zone change that the sewer infrastructure cannot handle.**

- (g) Verification of correctness in the original zoning or General Plan for the area in question.  
**The zoning and General Plan are correct.**
- (h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

## **APPLICABLE ZONING CODES**

### **15.03.100 Adequate Public Facilities.**

Land shall be developed where existing infrastructure is in place or will be timely provided to service proposed development. For each such development an analysis shall be completed to determine whether adequate public facilities are available to service the development and whether the development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. A proposed development shall not be approved if demand for public services is shown to exceed accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to accepted norms.

## **CONCLUSIONS**

Though staff have taken the time to evaluate this proposal and help the applicant find ways to handle the zoning standards, the big issue remains the infrastructure limitations. A similar proposal on a future year may be appropriate in helping fill housing needs, but this proposal is untimely considering current infrastructure constraints. The above reasoning and code section on adequate public facilities leaves staff without a feasible alternative to denial of this request at this time.

**ATTACHMENTS**

1. Freedom Trunkline ERC memo
2. Area Map
3. Concept Site Plan
4. Zone Map

ATTACHMENT 1 – FREEDOM TRUNKLINE ERC MEMO

## Memo

**To:** Gary Calder  
**From:** Barry Prettyman  
**Date:** March 14, 2024  
**Re:** Freedom Trunkline Sewer ERC

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The 2021 Wastewater Collection System Master Plan establishes the capacity of the existing and future wastewater collection system in Provo City based on land uses and population densities in the Provo City General Plan.

Part of the Master Plan focused specifically on the Freedom Trunkline. This area has seen several new projects that were not previously planned. Bowen Collins was asked to indicate existing (2021) capacity on the Freedom trunkline so Public Works could observe growth in the area and plan improvement projects accordingly. The results showed that 718 equivalent residential connections (ERC's) could be installed before any deficiencies appeared in the model and projects were needed.

Public Works has been asked how many ERC's have been accounted for and how many remain on the Freedom trunkline. The estimated number of allocated ERC's were found by looking at approved developments since 2021. There are an estimated 398 ERC's that have been allocated since 2021. That leaves a remainder of 320 ERC's on the Freedom trunkline before deficiencies are expected and projects are needed. The larger developments used to calculate the ERC's include:

- The River District Residential (5448 N River Run Drive) – 195 ERCs
- Timpanogos Towers (1918 N Canyon Road) – 120 ERCs
- Miscellaneous Residential and Commercial Development – 83 ERCs
- The Provo River Water Treatment Plant (2025 N Freedom Blvd.) – Number of ERCs vary

There are a number of developments that are still in the planning phases of design but have not received approval. These developments include but are not limited to:

- The Harris Building (312 S University)
- Blue Haven (950 N University)
- Millrace Apartments Future Phase (77 W 500 S)
- Legacy Village Phase II (4093 N 100 E)

If these developments are added to the existing ERC's, then the ERC's allocated for the existing Freedom trunkline will be exceeded.

The highlighted trunkline in Figure 2-1 shows the Freedom trunkline and the area that feeds into it. The areas of most concern have been highlighted in the circles for clarity. Projects are identified in the Master Plan and costs for each project were estimated. If all projects are completed, the Freedom trunkline will have additional capacity. The project number is listed next to the circles. Each of the projects was expected to be outside of the 10-year window in 2021. A cost (in 2021 dollars) and a brief description for each project arranged from south to north is as follows:

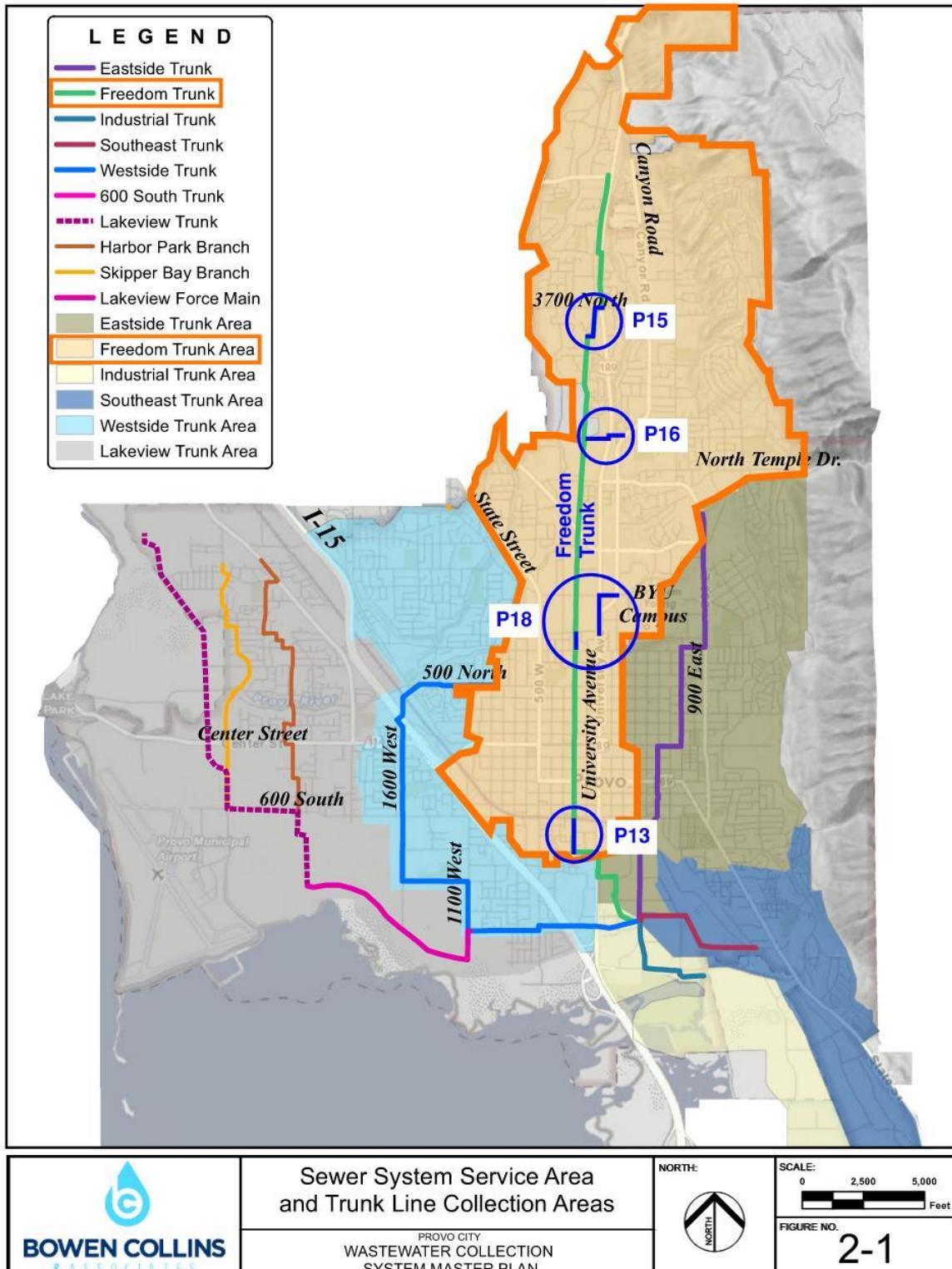
- P13 (\$1,221,000) - Freedom Blvd. from the Provo FrontRunner tracks to 920 South – The project begins just south of the railroad tracks and stretches down to 920 South. The recommended replacement pipe diameter for this project is 30-inch.
- P18 (\$3,148,000) - University Ave./ Cougar Blvd from 150 East to 800 North and Freedom Blvd. from 950 North to 800 North – This Project is the result of the increasing student population at Brigham Young University (BYU) and the corresponding increased flows expected in the future. It is recommended that the current pipe diameters be increased to 18-inch along Cougar Blvd and University Ave., and 27-inch along Freedom Blvd.
- P16 (\$1,343,000) - 2680 North - This stretch of pipe is 10-inch and is smaller in diameter than upstream pipes (which are 15-inch). The pipes are on steep slopes, so have not exhibited any hydraulic deficiencies yet, but will at buildout unless replaced with 15-inch diameter pipe.
- P15 (\$1,729,000) - University Ave. from 3700 North to 3470 North – This Project is located along the pipeline that leads to the Provo Canyon. These pipelines are deficient only under planned buildout conditions. If the City decides to connect future flows from Provo Canyon, it is critical that the City monitor this area. It is recommended that the pipe be upsized to a 15-inch diameter to accommodate the buildout growth (without Provo Canyon). If Provo Canyon were added, this size would need to be re-assessed.

It should also be noted that the projects listed above provide additional capacity for minimal cost. Any additional capacity beyond this would require significant changes to Provo's sewer collection system and costs would increase significantly.

Thank you,



Barry Prettyman, P.E.



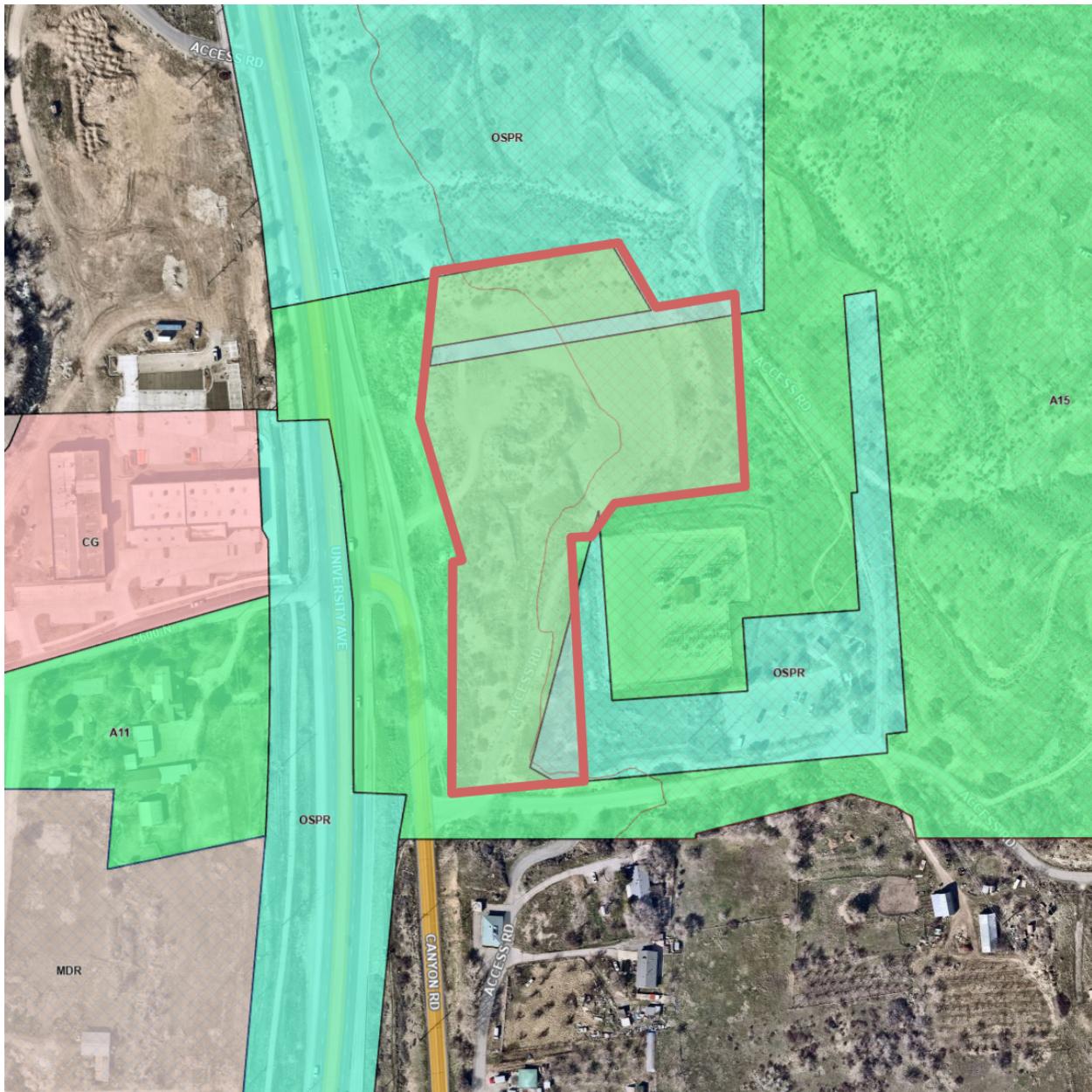
## ATTACHMENT 2 – AREA MAP



### ATTACHMENT 3 – CONCEPT SITE PLAN



## ATTACHMENT 4 – ZONE MAP



# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** AARDMORE  
**Department:** Development Services  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** Ordinance amending Zone Map Classification of 1630 S Nevada Ave from Public Facilities-Critical Hillside Overlay (PF(CH)) and Agricultural (A1.1) Zones to One-Family Residential-Performance Development Overlay (R1.8(PD)) Zone - Provost (PLRZ20240047)

**RECOMMENDATION:** That the City Council approve the requested Zone Map Amendment with the draft Development Agreement.

**BACKGROUND:** Provo City is requesting a zone map amendment from the PF(CH) and A1.1 (Agricultural) Zone to the R1.8(PD) Zone in order to allow development of 110 single-family, detached homes on property at the corner of Slate Canyon Drive and Nevada Avenue. This project is in partnership with Anderson Development, who have provided all the civil and architectural plans for the proposal.

The subject property is within the Critical Hillside Overlay Zone (CHOZ) and this zone change proposal would remove the property from the CHOZ. It is the position of Staff that the subject property should not have been included in the CHOZ for the following reasons:

1. The genesis of the CHOZ was to add protection to sensitive lands, protect 30% slopes and ridgelines and to protect public trails and/or public access to trails.
2. The CHOZ does not disallow development but was established to require that development of sensitive lands work with the natural contours and avoid mass grading. The subject property does not include 30% slopes or a ridgeline. The average grade across the area proposed for development is 15-16%, which is developable land according to Provo City Code. The proposal respects the hillside area by rerouting and improving the debris flow (the only known natural hazard on the property), providing public access and a new trailhead to the trail systems, reducing cuts / fills of the hillside for streets / retaining walls, and clustering the homes in the flattest area of the property. All these things are consistent with the requirements of the CHOZ. By clustering the housing in the flattest areas, by leaving 40% of the subject property in open space and by orienting roads to follow contours to minimize cuts and fills, this development is consistent with the intent of the CHOZ.

There is one requirement of the CHOZ that this proposal does not meet. Section 14.33A.090(2) limits areas of disturbance of newly platted lots to 40%. To allow for clustering of homes, the smallest lots are 6,0000 sf which makes the 40% development restriction problematic.

Staff have worked closely with Anderson Development in creating plans that provide the best outcomes for the future residents and for the city. The lots range in size and create

a very livable community with added amenities of a trailhead parking lot, open spaces, play areas, community gardens, pickleball courts, and entry features.

The surrounding area includes the open hillside to the east in the PF (Public Facilities) Zone, townhomes to the north in the LDR (Low Density Residential) Zone, single-family homes to the northwest in R2(PD) (Two-Family Residential) and R1.10 Zones, a future park to the west in the OSPR (Open Space, Preservation, and Recreation) Zone, a church and school to the south in the PF Zone, and additional single-family homes to the south in the R1.6(PD) and R1.6 Zones.

**FISCAL IMPACT:** Yes

**PRESENTER'S NAME:** Bill Peperone

**REQUESTED DURATION OF PRESENTATION:** 25 minutes

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

Residential projects are evaluated by two different criteria in the General Plan. The first criteria are found on page 45 of the General Plan, as follows: (responses in bold)

Would the rezone promote one of the top 3 housing strategies?

? Promote a mix of home types, sizes, and price points Yes, the developer has provided ten different house plans to be used throughout the site, ranging from 1,824 sq. ft. to 3,080 sq. ft.

? Support zoning to promote ADUs and infill development No, ADUs are not currently being considered for this development.

? Recognize the value of single-family neighborhoods Yes, the plan provides 110 new single-family homes adjacent to other single-family neighborhoods.

• Are utilities and streets currently within 300 feet of the property proposed for rezone? Yes, utilities and streets are available with Slate Canyon Drive and Nevada Avenue.

• Would the rezone exclude land that is currently being used for agricultural use? There are no current agricultural uses on the land.

• Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? Yes, the bus stop at 1970 S State Street is approximately 0.44 miles away.

• Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? Yes, the developer has designed the site to allow for debris flow to safely be handled and planned the homes away from geologically sensitive lands to the east.

• Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? Staff do not believe so. The development has four off-street spaces at each lot. Additionally, the homes will not front Nevada Avenue or Slate Canyon Drive and with no immediate access from these roads to the proposed homes parking on these streets would not be considered convenient for the homeowners. This development is self-contained so spillover parking appears unlikely.

If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? Not applicable.

• Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? From the beginning, Staff indicated that the subject property

could not exceed four dwelling units per acre, the homes must be single-family detached and that the homes must be for sale to private owners. It would be well for Anderson Development to reiterate agreement with these objectives. It was never imagined that the homes would be “affordable” as defined by HUD, but Anderson Development has worked with Staff to keep the homes as achievable as possible. In addition to the above criteria, Section 14.02.020 of the Provo City Code gives staff opportunity to make sure that the proposed zone map amendment complies with other aspects of the General Plan, as follows: (staff responses in bold)

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

Anderson Development provided the following public purpose, “based on the topography and certain natural and man-made land impediments, the zone change to R1.8(PD) would allow greater flexibility in the configuration of buildings on the site. The goal . . . is to provide a complete and more integrated site plan with varied lot sizes and unique amenities within the development”.

(b) Confirmation that the public purpose is best served by the amendment in question. Staff agree with the above statement from the developer. Additionally, the city is in great need of more single-family housing and this proposal helps to meet that public purpose to provide housing.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

Anderson Development provided the following in response to compliance with the General Plan, “the zone change is consistent with Provo City’s current General Plan and synonymous with existing surrounding land use. The project will provide a mix of single-family housing sizes [goal 1, chapter 4], creating a vibrant and diverse neighborhood. It will provide over 4 acres of recreational open space . . . [goals 2 and 4, chapter 8]. In addition, the project’s close proximity to Spring Creek Elementary School will provide families and students with a safe walkable environment [goals 1 and 2, chapter 6].

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.

Not applicable.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.

The proposed amendment should not hinder or obstruct attainment of the articulated policies. The plan respects the policies and goals of the Hills and Canyons plan by adhering to the goals in Chapter 3 (the Built Environment) of that plan. It also addresses the General Plan goals, as stated above.

(f) Adverse impacts on adjacent landowners.

Adverse impacts should be limited to increased traffic on Nevada Avenue and Slate Canyon Drive, headed south to State Street.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Staff have verified that the zoning and General Plan designation are correct.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.  
The policies take precedent in this proposal.

**CITYVIEW OR ISSUE FILE NUMBER:** PLRZ20240047

## ORDINANCE 2024-\_\_\_\_\_.

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF  
REAL PROPERTY, GENERALLY LOCATED AT 1630 S NEVADA  
AVENUE, FROM THE PUBLIC FACILITIES WITH CRITICAL HILLSIDE  
OVERLAY (PF(CH)) AND AGRICULTURAL (A1.1) ZONES TO THE ONE  
FAMILY RESIDENTIAL WITH PERFORMANCE DEVELOPMENT  
OVERLAY (R1.8(PD)) ZONE. PROVOST SOUTH NEIGHBORHOOD.  
(PLRZ20240047)

## RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 30 acres of real property, generally located at 1630 S Nevada Avenue (an approximation of which is shown or described in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the Public Facilities with Critical Hillside Overlay (PF(CH)) and Agricultural (A1.1) Zones to the One Family Residential with Performance Development Overlay (R1.8(PD)) Zone; and

On May 22<sup>nd</sup>, 2024, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by a 7:0 vote; and

The Planning Commission's recommendation was based on the project design presented to the Commission; and

On Jun 18<sup>th</sup>, 2024, the Municipal Council met to determine 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

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, the Council finds that (i) the Provo Zoning Map should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

## PART I:

40        The classification on the Provo Zoning Map is amended from the Public Facilities with  
41    Critical Hillside Overlay (PF(CH)) and Agricultural (A1.1) Zones to the One Family Residential  
42    with Performance Development Overlay (R1.8(PD)) Zone for the real property described in this  
43    ordinance.

44    **PART II:**

45        The Mayor is authorized to negotiate and execute a development agreement as proposed  
46    by the applicant for this zone change, consistent with the representations made by the applicant  
47    and the applicant's representatives to the Council. The agreement must be in form substantially  
48    similar to the draft attached as Exhibit C. An executed copy of the agreement will be attached as  
49    Exhibit D after execution. The zone map classification change described in Part I is not effective  
50    until the date of final execution of the development agreement.

51    **PART III:**

52

53        A. If a provision of this ordinance conflicts with a provision of a previously adopted  
54    ordinance, this ordinance controls.

55

56        B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,  
57    sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of  
58    the ordinance is not affected by that determination.

59

60        C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has  
61    been posted or published in accordance with Utah Code Section 10-3-711, presented to the  
62    Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with  
63    Utah Code Section 10-3-713.

64

65        D. The Municipal Council directs that the Provo Zoning Map be updated and codified to  
66    reflect the provisions enacted by this ordinance.

67

68        E. Notwithstanding any provision or language to the contrary in this ordinance, if the  
69    Development Agreement authorized in Part II has not been fully executed by the necessary  
70    parties within one year from the date of the Municipal Council's approval of this ordinance,  
71    the entire ordinance expires, becoming null and void as if it had never been approved.  
72    Because the zone map classification change contemplated in Part I cannot come into effect  
73    if the Development Agreement is not executed, neither the applicant nor any successor(s)  
74    in interest has any vested rights under this ordinance if it expires.

75

76  
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## EXHIBIT B

### Legal Descriptions

#### 22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.  
AREA 12.268 AC.

#### 22:048:0068

Legal Description: COM S 1526.61 FT & E 181.93 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 65 DEG 26' 55" E 276.61 FT; S 31 DEG 5' 59" E 334.44 FT; S 59 DEG 19' 1" W 158.71 FT; S 15 DEG 6' 32" E 41.53 FT; N 59 DEG 18' 59" E 144.18 FT; N 30 DEG 40' 57" W 39.02 FT; N 59 DEG 19' 1" E 25.68 FT; S 31 DEG 5' 59" E 119.83 FT; S 84 DEG 3' 34" E 570.09 FT; S 31 DEG 5' 58" E 137.06 FT; S 77 DEG 41' 0" W 479.43 FT; S 71.33 FT; N 83 DEG 36' 38" E 225.88 FT; N 30 DEG 41' 0" W 97.9 FT; N 77 DEG 41' 0" E 300.85 FT; S 31 DEG 5' 59" E 275.08 FT; S 15 DEG 17' 59" E 207.9 FT; S 89 DEG 35' 1" W 130.02 FT; N 40.06 FT; W 173.06 FT; N 41 DEG 2' 7" W .02 FT; W 102 FT; N 89 DEG 59' 56" W 389.03 FT; S 12 DEG 7' 59" W 30.7 FT; E 17.09 FT; S 12 DEG 8' 0" W 15.15 FT; S 89 DEG 34' 59" W 14.25 FT; S 11 DEG 44' 7" W 67.85 FT; N 72 DEG 30' 16" W 86.37 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 21' 44" W 222.49 FT, RADIUS = 272.04 FT); N 24 DEG 13' 13" W 155.25 FT; N 64 DEG 43' 10" E 234.31 FT; S 15 DEG 6' 28" E 30.48 FT; N 70 DEG 7' 20" E 75.98 FT; N 18 DEG 51' 47" W 38.4 FT; S 64 DEG 43' 10" W 308.84 FT; N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 39 DEG 53' 48" W 163.74 FT, RADIUS = 303.06 FT); N 55 DEG 34' 24" W 4 FT; N 34 DEG 25' 35" E 62.72 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 41' 55" E 230.82 FT, RADIUS = 683.84 FT) TO BEG.

AREA 17.210 AC.

#### 22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.  
AREA .13 AC.

#### 22:048:0007

Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

AREA .37 ACRE.

#### 22:048:0006

Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

AREA .06 ACRE.

## EXHIBIT C

**DEVELOPMENT AGREEMENT  
FOR  
Buckley Draw**

**(1630 S Nevada Avenue)**

96                   THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day  
97   of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the CITY OF PROVO, a Utah municipal  
98   corporation, hereinafter referred to as “City,” and Anderson Development, a Utah limited liability  
99   company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively  
100   referred to as “Parties.”

## RECITALS

102 A. Developer is the owner of approximately 30 acres of land located within the City of  
103 Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by  
104 reference (the "Property").

105                   B.        On June 18<sup>th</sup>, 2024, the City Council approved Ordinance \_\_\_\_\_, vesting zoning  
106 (the “Vesting Ordinance”), based on the Concept Plan set forth on EXHIBIT B (“Concept Plan”), attached  
107 hereto and incorporated herein by reference, which will govern the density, development and use of the  
108 Property (said density, development, and use constituting the “Project”).

109 C. Developer is willing to design and construct the Project in a manner that is in harmony  
110 with and intended to promote the long range policies, goals, and objectives of the City's general plan,  
111 zoning and development regulations in order to receive the benefit of vesting for certain uses and  
112 zoning designations under the terms of this Agreement as more fully set forth below.

113           D.       The City Council accepted Developer's proffer to enter into this Agreement to  
114 memorialize the intent of Developer and City and decreed that the effective date of the Vesting  
115 Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a  
116 public record on title of the Property in the office of the Utah County Recorder.

117                   E.        The City Council further authorized the Mayor of the City to execute and deliver this  
118    Agreement on behalf of the City.

119 F. The City has the authority to enter into this Agreement pursuant to Utah Code Section  
120 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the  
121 Developer for the purpose of guiding the development of the Property in accordance with the terms and  
122 conditions of this Agreement and in accordance with applicable City Ordinances.

123                   G.        This Agreement is consistent with, and all preliminary and final plats within the Property  
124 are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision  
125 Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

126                   H.        The Parties desire to enter into this Agreement to specify the rights and responsibilities  
127 of the Developer to develop the Property as expressed in this Agreement and the rights and  
128 responsibilities of the City to allow and regulate such development pursuant to the requirements of this  
129 Agreement.

130 I. The Parties understand and intend that this Agreement is a "development agreement"  
131 within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

132 J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

## AGREEMENT

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

138           1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this  
139 Agreement, as a substantive part hereof.

140           2.     Zoning. The Property shall be developed in accordance with (i) the requirements of the  
141     R1.8(PD) Zone, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement.  
142     The Developer shall not seek to develop the Property in a manner that deviates materially from the  
143     Concept Plan as permitted by the aforementioned zoning designations for the Property.

144       3.     Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement  
145 establish the development rights for the Project, including the use, maximum density, intensity and  
146 general configuration for the Project. The Project shall be developed by the Developer in accordance  
147 with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must  
148 comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material  
149 variations to the Concept Plan, as defined and approved by the City's Community Development Director,  
150 such as exact building locations, exact locations of open space and parking may be varied by the  
151 Developer without official City Council or Planning Commission approval. Such variations however shall  
152 in no way change the maximum density, use and intensity of the development of the Project.

153           4. Additional Specific Developer Obligations. As an integral part of the consideration for  
154 this agreement, the Developer voluntarily:

155                           a.         Agrees that Developer will, as part of the Project, establish a Homeowners'  
156                           Association (HOA) covering the Project area and will record Covenants, Conditions, and  
157                           Restrictions (CC&Rs) for the HOA prior to seeking any certificate of occupancy for the Project.  
158                           Further, agrees that the City may refuse to issue certificates of occupancy if the terms of the  
159                           CC&Rs do not meet the requirements of this Section 4;

obtaining a special use permit for an ADU, as described in Provo City Code Section 14.30.040, as it may be amended.

c. Agrees that the materials will be as shown in the concept plan elevations and consist of LP siding on the majority of the building façade.

d. Agrees that the amenities will be, and may only be, constructed as shown in the concept plan. Further, the amenities must be maintained by the HOA, except the Trailhead amenities. The Trailhead amenities are the restrooms, trailhead parking lot, and trail east of the parking lot and will be constructed and maintained by City.

e. Agrees to dedicate to the City the open space east of the most easterly road, which open space will be maintained by the City.

f. Agrees to include in the CC&R's a requirement that all units may only be owner-occupied for the first year after the original purchase and after every subsequent change in ownership.

g. Agrees and guarantees cost sensitivity in base sales price of homes.

h. Agrees that the HOA must maintain front yard landscaping for all homes.

- i. Agrees to design and install lighting on site that serves to protect dark skies and to include in the CC&R's a requirement that the HOA and unit owners may not install or use lighting that does not reasonably fulfill this purpose.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

## 6. Vested Rights and Reserved Legislative Powers.

- a. **Vested Rights.** As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509.

- i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative

200 purposes of a non-exhaustive list of the type of future laws that may be  
201 enacted by the City that would be applicable to the Project:

- 202 1. Developer Agreement. Future laws that Developer agrees in writing  
203 to the application thereof to the Project;
- 204 2. Compliance with State and Federal Laws. Future laws which are  
205 generally applicable to all properties in the City and which are  
206 required to comply with State and Federal laws and regulations  
207 affecting the Project;
- 208 3. Safety Code Updates. Future laws that are updates or amendments  
209 to existing building, plumbing, mechanical, electrical, dangerous  
210 buildings, drainage, or similar construction or safety related codes,  
211 such as the International Building Code, the APWA Specifications,  
212 AAHSTO Standards, the Manual of Uniform Traffic Control Devices  
213 or similar standards that are generated by a nationally or statewide  
214 recognized construction/safety organization, or by the State or  
215 Federal governments and are required to meet legitimate concerns  
216 related to public health, safety or welfare; or,
- 217 4. Taxes. Taxes, or modifications thereto, so long as such taxes are  
218 lawfully imposed and charged uniformly by the City to all  
219 properties, applications, persons and entities similarly situated.
- 220 5. Fees. Changes to the amounts of fees for the processing of  
221 Development Applications that are generally applicable to all  
222 development within the City (or a portion of the City as specified in  
223 the lawfully adopted fee schedule) and which are adopted pursuant  
224 to State law.
- 225 6. Impact Fees. Impact Fees or modifications thereto which are  
226 lawfully adopted, imposed and collected.

227 b. Reserved Legislative Powers. The Developer acknowledges that the City is  
228 restricted in its authority to limit its police power by contract and that the  
229 limitations, reservations and exceptions set forth herein are intended to reserve to  
230 the City all of its police power that cannot be so limited. Notwithstanding the  
231 retained power of the City to enact such legislation of the police powers, such  
232 legislation shall not modify the Developer's vested right as set forth herein unless  
233 facts and circumstances are present which meet the exceptions to the vested rights  
234 doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development,  
235 and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc.*  
236 v. *City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to  
237 the doctrine of vested rights recognized under state or federal law.

238 7. Default. An "Event of Default" shall occur under this Agreement if any party fails to  
239 perform its obligations hereunder when due and the defaulting party has not performed the delinquent  
240 obligations within sixty (60) days following delivery to the delinquent party of written notice of such

241 delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-  
242 day period, a party shall not be in default so long as that party commences to cure the default within  
243 that 60-day period and diligently continues such cure in good faith until complete.

244 a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting  
245 party shall have the right to exercise all of the following rights and remedies against the  
246 defaulting party:

247 1. All rights and remedies available at law and in equity, including  
248 injunctive relief, specific performance, and termination, but not including damages or  
249 attorney's fees.

250 2. The right to withhold all further approvals, licenses, permits or other  
251 rights associated with the Project or development activity pertaining to the defaulting  
252 party as described in this Agreement until such default has been cured.

253 3. The right to draw upon any security posted or provided in connection  
254 with the Property or Project by the defaulting party.

255 The rights and remedies set forth herein shall be cumulative.

256 8. Notices. Any notices, requests and demands required or desired to be given hereunder  
257 shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by  
258 certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

259 To the Developer: \_\_\_\_\_  
260 Attn: \_\_\_\_\_  
261 \_\_\_\_\_  
262 \_\_\_\_\_  
263 Phone: \_\_\_\_\_

264  
265 To the City: City of Provo  
266 Attention: City Attorney  
267 445 W Center  
268 Provo, UT 84601  
269 Phone: (801) 852-6140

270  
271 9. General Term and Conditions.

272 a. Headings. The headings contained in this Agreement are intended for  
273 convenience only and are in no way to be used to construe or limit the text herein.

274 b. Binding Effect. This Agreement shall inure to the benefit of, and be binding  
275 upon, the parties hereto and their respective heirs, representatives, officers, agents, employees,  
276 members, successors and assigns (to the extent that assignment is permitted). Without limiting  
277 the generality of the foregoing, a "successor" includes a party that succeeds to the rights and  
278 interests of the Developer as evidenced by, among other things, such party's submission of land  
279 use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. **Third Party Rights.** Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. **Consents and Approvals.** Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required

320 hereunder from the City shall be given or withheld by the City in compliance with this  
321 Agreement and the City Ordinances.

322 I. Approval and Authority to Execute. Each of the Parties represents and warrants  
323 as of the Effective Date this Agreement, it/he/she has all requisite power and authority to  
324 execute and deliver this Agreement, being fully authorized so to do and that this Agreement  
325 constitutes a valid and binding agreement.

326 m. Termination.

327 i. Notwithstanding anything in this Agreement to the contrary, it is agreed  
328 by the parties hereto that in the event the final plat for the Property has not been  
329 recorded in the Office of the Utah County Recorder within ten (10) years from the date  
330 of this Agreement (the "Term"), or upon the occurrence of an event of default of this  
331 Agreement that is not cured, the City shall have the right, but not the obligation, at the  
332 sole discretion of the City Council, to terminate this Agreement as to the defaulting  
333 party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the  
334 Parties.

335 ii. Upon termination of this Agreement for the reasons set forth herein,  
336 following the notice and process required hereby, the obligations of the City and the  
337 defaulting party to each other hereunder shall terminate, but none of the licenses,  
338 building permits, or certificates of occupancy granted prior to expiration of the Term or  
339 termination of this Agreement shall be rescinded or limited in any manner.

340 10. Assignability. The rights and responsibilities of Developer under this Agreement may be  
341 assigned in whole or in part by Developer with the consent of the City as provided herein.

342 a. Notice. Developer shall give Notice to the City of any proposed assignment and  
343 provide such information regarding the proposed assignee that the City may  
344 reasonably request in making the evaluation permitted under this Section. Such  
345 Notice shall include providing the City with all necessary contact information for the  
346 proposed assignee.

347 b. Partial Assignment. If any proposed assignment is for less than all of Developer's  
348 rights and responsibilities, then the assignee shall be responsible for the  
349 performance of each of the obligations contained in this Agreement to which the  
350 assignee succeeds. Upon any such approved partial assignment, Developer shall be  
351 released from any future obligations as to those obligations which are assigned but  
352 shall remain responsible for the performance of any obligations that were not  
353 assigned.

354 c. Grounds for Denying Assignment. The City may only withhold its consent if the City  
355 is not reasonably satisfied of the assignee's reasonable financial ability to perform  
356 the obligations of Developer proposed to be assigned.

357 d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be  
358 bound by the assigned terms and conditions of this Agreement as a condition  
359 precedent to the effectiveness of the assignment.

360           11.    Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and  
361   conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable  
362   to such parcel and be subject to the same limitations and rights of the City as when owned by Developer  
363   and as set forth in this Agreement without any required approval, review, or consent by the City except  
364   as otherwise provided herein.

365           12.    No Waiver. Any party's failure to enforce any provision of this Agreement shall not  
366   constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing  
367   by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder  
368   by the other party shall not be construed as a waiver of any succeeding breach of the same or other  
369   provisions.

370           13.    Severability. If any portion of this Agreement is held to be unenforceable for any  
371   reason, the remaining provisions shall continue in full force and effect.

372           14.    Force Majeure. Any prevention, delay or stoppage of the performance of any obligation  
373   under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,  
374   equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or  
375   controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other  
376   casualties or other causes beyond the reasonable control of the party obligated to perform hereunder  
377   shall excuse performance of the obligation by that party for a period equal to the duration of that  
378   prevention, delay or stoppage.

379           15.    Amendment. This Agreement may be amended only in writing signed by the Parties  
380   hereto.  
381

382

383 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their  
384 respective, duly authorized representatives as of the day and year first hereinabove written.

385 **CITY:**

386  
387 **CITY OF PROVO**  
388  
389

390 ATTEST:

391

392 By: \_\_\_\_\_

393 City Recorder

392 By: \_\_\_\_\_

393 Mayor Michelle Kaufusi

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407 STATE OF UTAH )

408 :ss

409 COUNTY OF UTAH )

410

411 On the \_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who  
412 being by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her  
413 official capacity as \_\_\_\_\_ of Provo City, a municipal corporation of the State of Utah.

414

415

416

416 \_\_\_\_\_  
417 Notary Public

417 STATE OF UTAH )

418 :ss

419 COUNTY OF UTAH )

420

421 On the \_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who  
422 being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a Utah limited  
423 liability company, and that the within and foregoing instrument was signed on behalf of said limited  
424 liability company with proper authority and duly acknowledged to me that he executed the same.

425

426

427

427 \_\_\_\_\_  
427 Notary Public

428  
429  
430  
431  
432

### Exhibit A

#### Legal Description of the Property

22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.

AREA 12.268 AC.

22:048:0068

Legal Description: COM S 1526.61 FT & E 181.93 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 65 DEG 26' 55" E 276.61 FT; S 31 DEG 5' 59" E 334.44 FT; S 59 DEG 19' 1" W 158.71 FT; S 15 DEG 6' 32" E 41.53 FT; N 59 DEG 18' 59" E 144.18 FT; N 30 DEG 40' 57" W 39.02 FT; N 59 DEG 19' 1" E 25.68 FT; S 31 DEG 5' 59" E 119.83 FT; S 84 DEG 3' 34" E 570.09 FT; S 31 DEG 5' 58" E 137.06 FT; S 77 DEG 41' 0" W 479.43 FT; S 71.33 FT; N 83 DEG 36' 38" E 225.88 FT; N 30 DEG 41' 0" W 97.9 FT; N 77 DEG 41' 0" E 300.85 FT; S 31 DEG 5' 59" E 275.08 FT; S 15 DEG 17' 59" E 207.9 FT; S 89 DEG 35' 1" W 130.02 FT; N 40.06 FT; W 173.06 FT; N 41 DEG 2' 7" W .02 FT; W 102 FT; N 89 DEG 59' 56" W 389.03 FT; S 12 DEG 7' 59" W 30.7 FT; E 17.09 FT; S 12 DEG 8' 0" W 15.15 FT; S 89 DEG 34' 59" W 14.25 FT; S 11 DEG 44' 7" W 67.85 FT; N 72 DEG 30' 16" W 86.37 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 21' 44" W 222.49 FT, RADIUS = 272.04 FT); N 24 DEG 13' 13" W 155.25 FT; N 64 DEG 43' 10" E 234.31 FT; S 15 DEG 6' 28" E 30.48 FT; N 70 DEG 7' 20" E 75.98 FT; N 18 DEG 51' 47" W 38.4 FT; S 64 DEG 43' 10" W 308.84 FT; N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 39 DEG 53' 48" W 163.74 FT, RADIUS = 303.06 FT); N 55 DEG 34' 24" W 4 FT; N 34 DEG 25' 35" E 62.72 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 41' 55" E 230.82 FT, RADIUS = 683.84 FT) TO BEG.

AREA 17.210 AC.

22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.

AREA .13 AC.

22:048:0007

Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

AREA .37 ACRE.

22:048:0006

Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

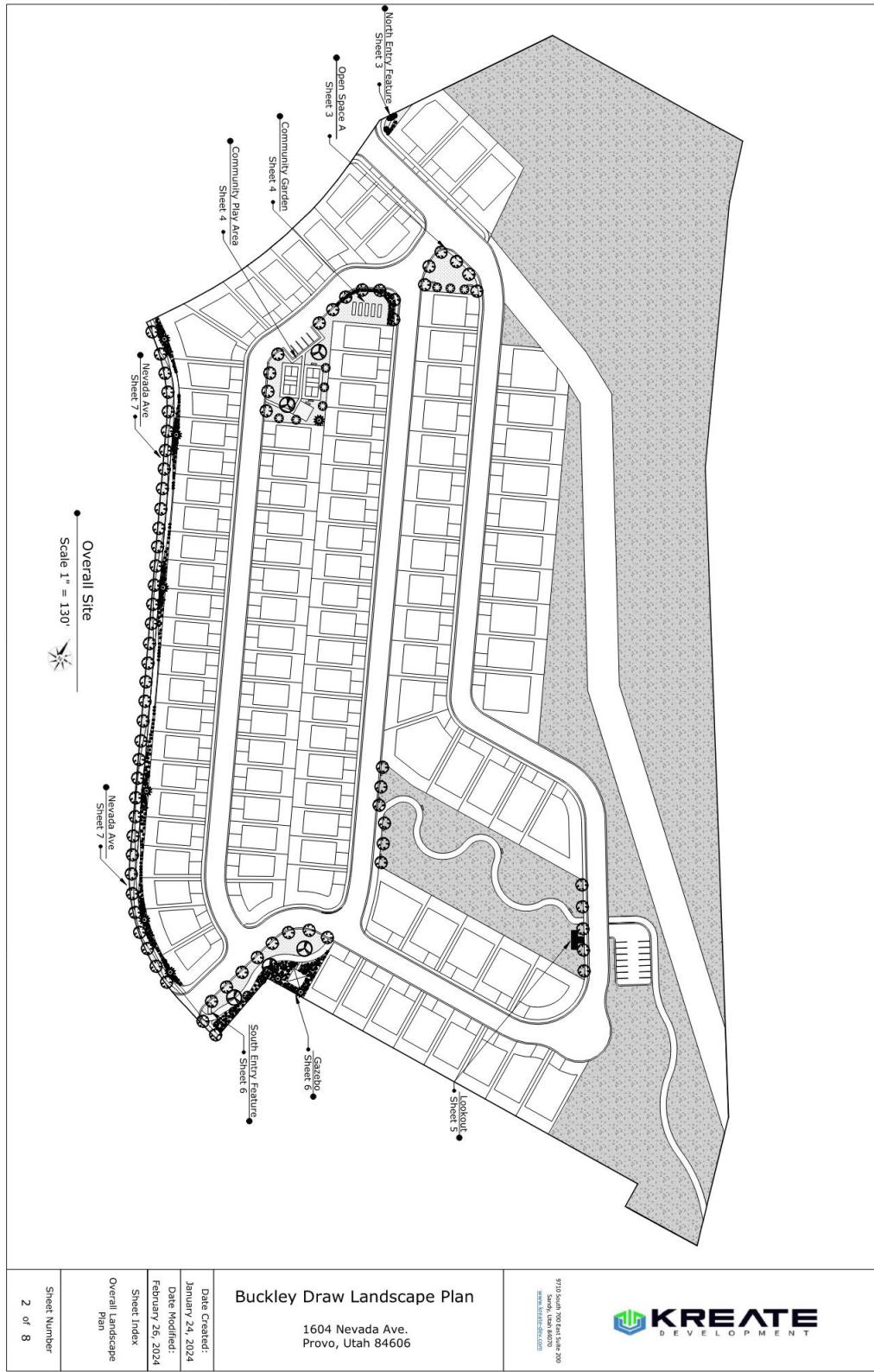
AREA .06 ACRE.

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434



436  
437  
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**Exhibit B**  
**Concept Plans**



## Basin at Primrose

1,824 finished sq ft · 2,607 total sq ft

2-story

3 beds · 2.5 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

2696 N. Geranium Dr., Saratoga Springs, UT 84045  
801-960-2751 | Lennar.com/Utah

**LENNAR**

# Basin

at Primrose

1,824 finished sq ft · 2,607 total sq ft

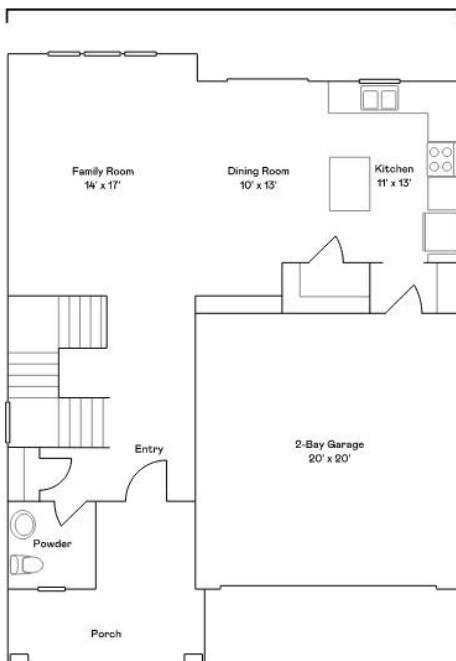
2-story

3 beds · 2.5 baths

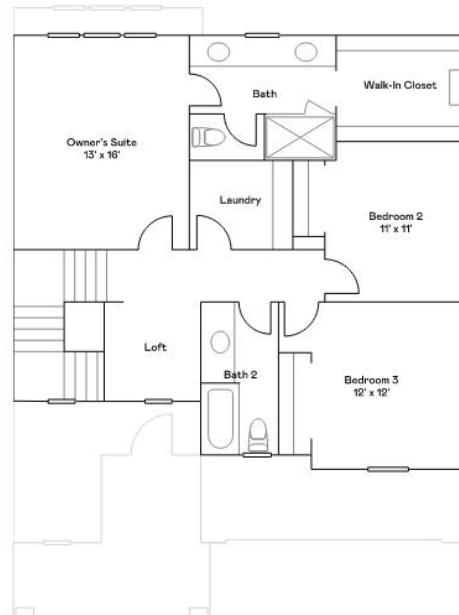
Full unfinished basement

2-bay garage

34' Wide



1st floor



2nd floor

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801-960-2751 | [Lennar.com/Utah](http://Lennar.com/Utah)

**LENNAR**

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## Pinnacle at Primrose

2,150 finished sq ft · 3,017 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 · Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Pinnacle at Primrose

2,150 finished sq ft · 3,017 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 · Full unfinished basement

2-bay garage

34' Wide



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## Mesa at Primrose

2,482 finished sq ft · 3,478 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 3 · Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Mesa at Primrose

2,482 finished sq ft · 3,478 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 3 · Full unfinished basement

2-bay garage

35' Wide



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## Arcadia

at Primrose

1,768 finished sq ft · 3,413 total sq ft

3 beds · 2 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Arcadia at Primrose

1,768 finished sq ft · 3,413 total sq ft

3 beds · 2 baths

Full unfinished basement

2-bay garage

40' Wide



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## Sequoia

at Primrose

2,424 finished sq ft · 3,492 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Sequoia

at Primrose

2,424 finished sq ft · 3,492 total sq ft

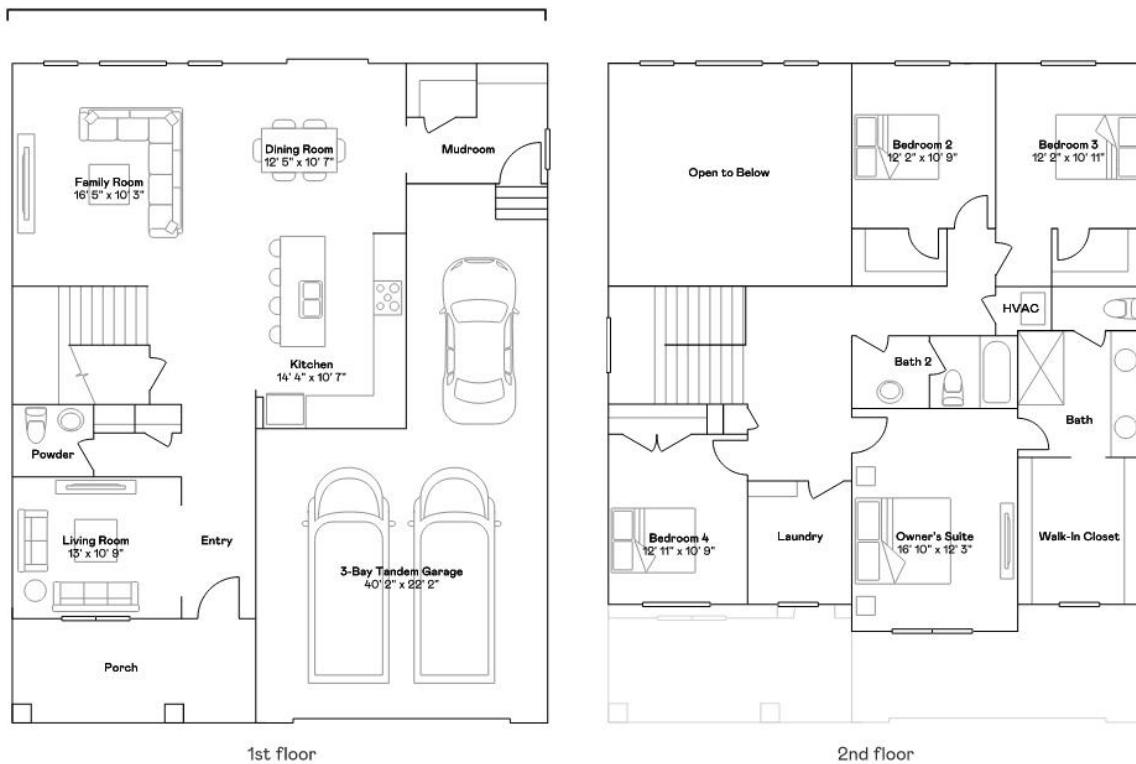
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage

40' Wide



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## Redwood

at Primrose

2,777 finished sq ft · 3,921 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

3-bay tandem garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Redwood

at Primrose

2,777 finished sq ft · 3,921 total sq ft

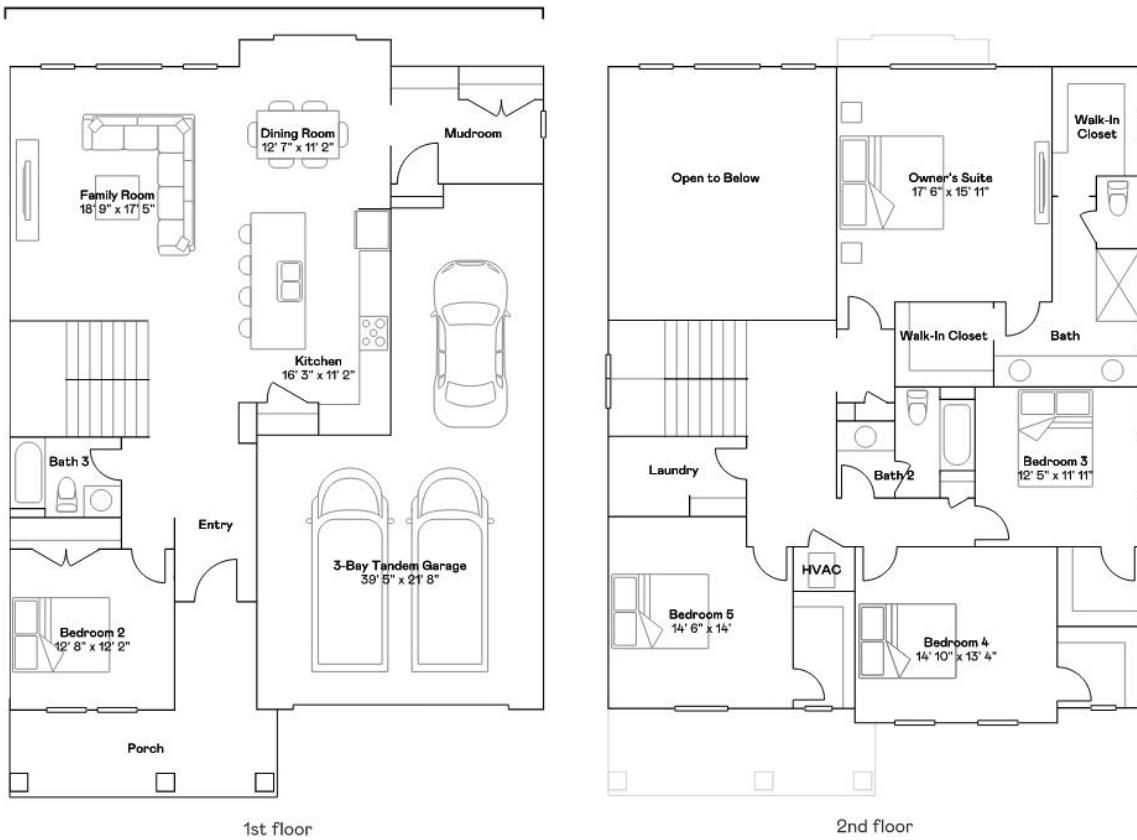
2-story

5 beds · 3 baths

Full unfinished basement

3-bay tandem garage

40' Wide



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## Cascade

at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

1-story

3 beds · 2 baths

Full unfinished basement

2-bay garage



Farmhouse



Traditional



Contemporary

6588 S. Golden Sunset Circle, West Valley City, UT 84081  
801-960-2751 | Lennar.com

**LENNAR**

# Cascade at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

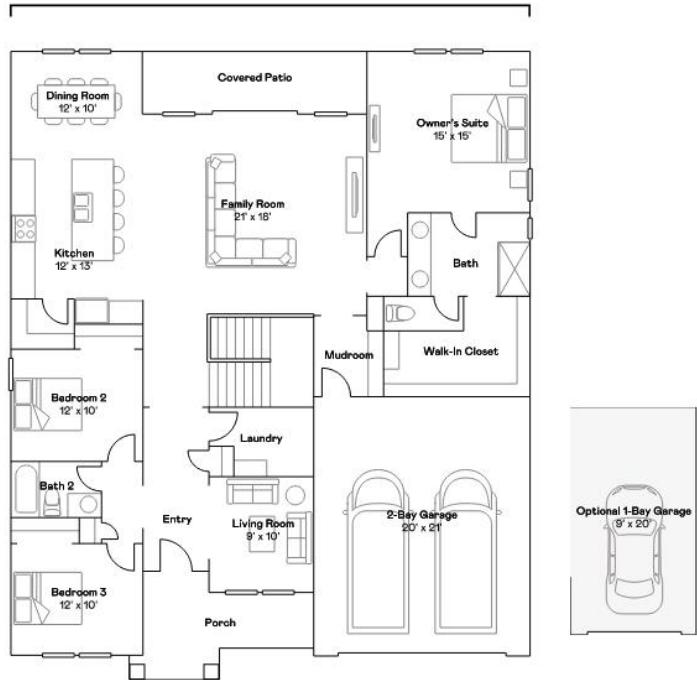
1-story

3 beds • 2 baths

### Full unfinished basement

2-bay garage

50' Wide



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## Yosemite

Estates at Primrose

2,628 finished sq ft · 4,143 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 3) · 2.5 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Yosemite

Estates at Primrose

2,628 finished sq ft · 4,143 total sq ft

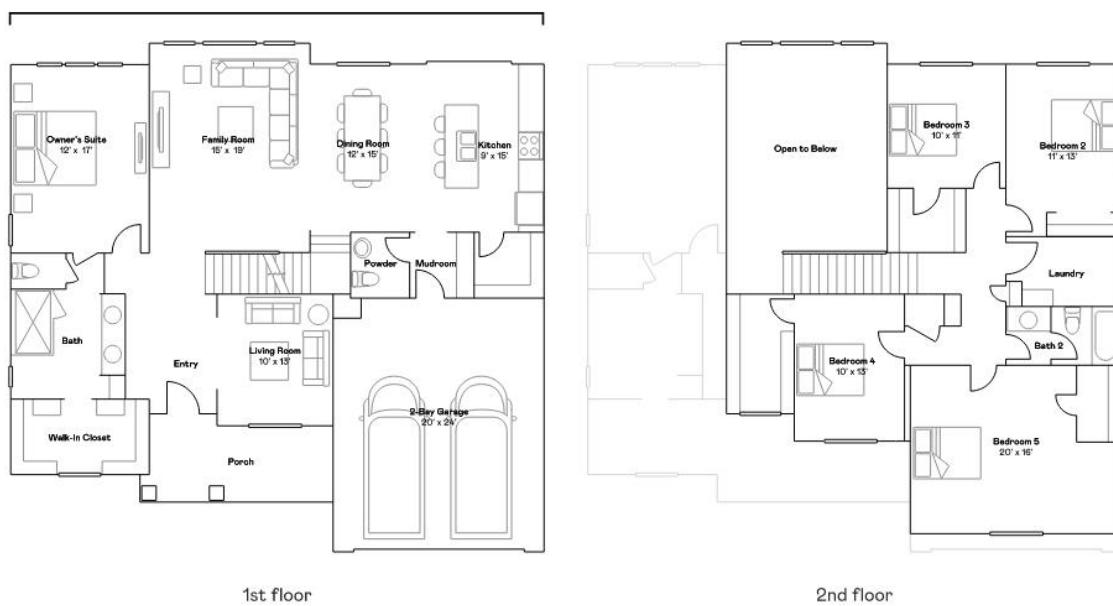
2-story

5 beds (optional loft in lieu of bedroom 3) · 2.5 baths

Full unfinished basement

2-bay garage

50' Wide



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## Denali

Estates at Primrose

2,768 finished sq ft · 4,158 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

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**LENNAR**

# Denali

Estates at Primrose

2,768 finished sq ft · 4,158 total sq ft

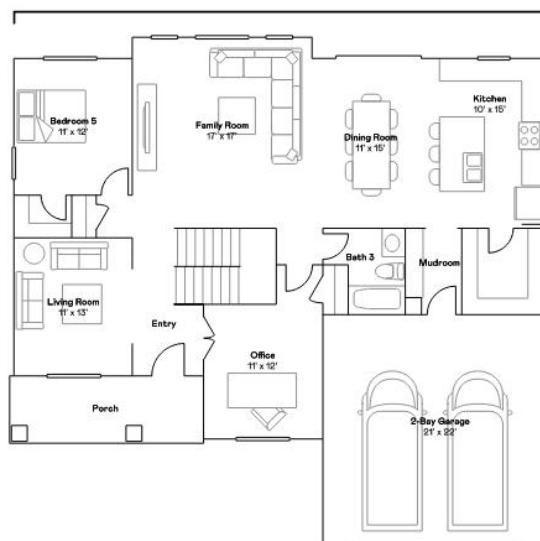
2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage

50' Wide



1st floor



2nd floor

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# Provo City Planning Commission

## Report of Action

May 22, 2024

\*ITEM 3 Development Services requests a Zone Map Amendment from the PF(CH) (Public Facilities - Critical Hillside Overlay) Zone and A1.1 (Agricultural) Zone to the R1.8(PD) (One Family Residential - Performance Development Overlay) Zone in order to create a 110-lot single family development, located approximately at 1630 S Nevada Ave. Provost South Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20240047

---

The following action was taken by the Planning Commission on the above described item at its regular meeting of May 22, 2024:

### RECOMMENDED APPROVAL

On a vote of 7:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Lisa Jensen

Second By: Barbie DeSoto

Votes in Favor of Motion: Lisa Jensen, Barbie DeSoto, Robert Knudsen, Danial Gonzales, Jeff Whitlock, Melissa Kendall, Andrew South

Daniel Gonzales was present as Chair.

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

### **LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED**

The property to be rezoned to the R1.8(PD) Zone is described in the attached Exhibit A.

### **RELATED ACTIONS**

The Planning Commission approved the related Concept Plan with conditions on May 22, 2024 (PLCP20240048, Item 4)

### **APPROVED/RECOMMENDED OCCUPANCY**

\*110 Total Units

\*Type of occupancy approved: Family

\*Standard Land Use Code 1111

### **APPROVED/RECOMMENDED PARKING**

\*330 Total parking stalls required

\*440 Total parking stalls provided

\*3 Required parking stalls per unit

## **DEVELOPMENT AGREEMENT**

- May apply with future approvals.

## **STAFF PRESENTATION**

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

## **CITY DEPARTMENTAL ISSUES**

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.
- Traffic study may be required with future stages of approval.

## **NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 05/01/2024.

## **NEIGHBORHOOD AND PUBLIC COMMENT**

- The Neighborhood District Chair was present /addressed the Planning Commission during the public hearing.
- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.
- Neighbors or other interested parties were present or addressed the Planning Commission.

## **CONCERNS RAISED BY PUBLIC**

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Prior to the hearing, emails were received from several members of the public and were distributed to the Planning Commission. Those emails were from Brooke Gardner, Dave Knecht, Pace Killian, Kristina Davis, Bryan Hopkins, Ashley Rayback, and Annette Newren. Concerns raised by these citizens included safety, traffic, density, environmental hazards, parking, and loss of existing features of the property.
- Ashley Rayback summarized the neighborhood meeting from May 1. She also indicated that there are concerns with pedestrian and traffic safety, and the risk of a transient community and its' effect on the school.
- Kristina Davis expressed concern that the garages aren't large enough for two cars and it will lead to parking issues in the neighborhood.
- Adriana Romney noted that the lime kilns (ovens), trails, and access should be protected.
- Pace Killian reiterated his concerns from the email he had sent and still has concerns about how close the homes are to each other.
- Mike Cashrider shared his comments that debris flow should not be a concern but was concerned about the homes being so close together.
- Dave Knecht echoed his comments from the emails he had sent to the Planning Commission and stated concern about the setbacks for the homes and ability to park within the neighborhood.
- Nat Green expressed her desire to keep the CH Overlay Zone, increase side setbacks, and expand the garage dimensions.
- Bradley Romney didn't want a "test" in his neighborhood of the first CH Zone development.
- Tilia Bowe shared concerns about encroaching on natural habitats.
- Scott Elder commented on the increase of vehicles in the area, concerns on traffic.
- Vicki Knecht stated that she didn't want a "shanty town" put in her part of the city.
- Rosie Mijares wants bigger houses developed since the proposal isn't truly affordable.
- Cesar Mijares shared concerns about turnover, home values, and setbacks.

## **APPLICANT RESPONSE**

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

- Staff addressed questions from the Planning Commission regarding the General Plan, zoning, future plans for the area, property history, and site plan details.

- Staff confirmed that ADUs (accessory dwelling units) would not be permitted in this proposal due to the PD Overlay and indicated that the developer will provide parking for the units and that the parking will be contained within the subdivision.
- Staff indicated that the site plan shown could not be added to due to the zoning restrictions and Development Agreement that will guarantee it be built as shown.
- David Day (City Engineer) confirmed that there are no immediate concerns with the traffic associated with the proposal and that the safe route to the elementary school will be evaluated by the school and engineering staff. Mr. Day also confirmed that the drainage issues and debris flow are being designed to meet the safety requirements that are reviewed by Public Works.
- Dave Morton (Developer – Anderson Development) gave a more detailed overview of the proposed project. He indicated that his team has done a geotechnical study, a fault study, and a hydrology study to ensure that they build a safe community. Mr. Morton confirmed that the lower of the old kiln building would be removed, but that the higher structures (ovens) are not on the land and would not be affected. Mr. Morton also indicated that he would do what he can to keep parking within his development.
- Keith Morey (Economic Development) shared his comments on economic development, rooftops, and the proposed site design. He believes it is what the market demands at this time and that the State is asking cities to bring in this type of development.

### **PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- There was discussion around keeping, removing, or altering the Critical Hillside (CH) Overlay Zone for this development. Staff indicated they were open to amending the CH Overlay Zone in the future to allow exceptions for properties that do not have large slopes or other environmental hazards.
- The Planning Commission noted that there are other city-owned parcels to the north of the proposed development that could be included in the concept plan and zone map amendment.
- There was some discussion about the wildland urban interface and fire risk, staff stated that there are codes for that which the Fire Marshall will review against the plan.
- Jeff Whitlock indicated his desire for protection of dark skies and careful selection of lighting features. He also hopes that the adjacent city-owned properties can be incorporated into this proposed rezone and development.
- Commissioners discussed affordability of the homes and how lot sizes, setbacks, and building square footage would affect the prices of the homes.
- Lisa Jensen expressed concern that the proposed development could bring the same complaints and issues of housing further north on Slate Canyon Drive.
- Barbie DeSoto expressed her support for the development and that home size and reduced setbacks are giving people different options, while keeping a lot of the hillside preserved. She also shared her opinion that home types do not equate to transitory housing, that the proposed size of homes can keep families.
- Melissa Kendall confirmed site details with Mr. Morton and that the HOA would install and maintain front yards throughout the development.
- The Commission discussed home design, finished areas, and basements; and how changes would impact the affordability of the project.
- Discussion on multiple trails on the existing land led the Commission to take note of the proposed trails and connections offered by the applicant.
- There was additional discussion on lessons learned from past developments, commitments from the applicant to hold owner-occupancy of the new units for the first year, and installation of traffic calming measures near the elementary school to the south and to the park to the west.
- The point was made that Provo needs more single-family detached homes to meet the needs of the population.
- Lisa Jensen noted that she likes the trail connection, open space, parking, home plans, and ability to meet General Plan goals. She is concerned about the rear of the lots, the removal of the CH overlay, the traffic, and the small side setbacks.

- There was additional discussion regarding the CH Overlay Zone, and staff offered an amendment to give an exception to properties without certain hazards. The Commission debated whether they keep or remove the CH Overlay in their recommendation to the City Council.
- **The Commission took the following straw polls to gauge support (votes included):**
  - Recommendation to address pedestrian and traffic calming measures (Yes-7: No-0)
  - Recommendation to amend the CH Overlay Zone to create compliance with the plan (Yes-4: No-3)
  - Recommendation to have City Council address owner-occupancy required (Yes-7: No-0)
  - Recommendation to include adjacent City-owned properties as part of the zone change (Yes-6: No-1)

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Planning Commission Chair

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Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (\*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Community and Neighborhood Services Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

## EXHIBIT A

### Legal Descriptions

#### 22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.  
AREA 12.268 AC.

#### 22:048:0068

Legal Description: COM S 1526.61 FT & E 181.93 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 65 DEG 26' 55" E 276.61 FT; S 31 DEG 5' 59" E 334.44 FT; S 59 DEG 19' 1" W 158.71 FT; S 15 DEG 6' 32" E 41.53 FT; N 59 DEG 18' 59" E 144.18 FT; N 30 DEG 40' 57" W 39.02 FT; N 59 DEG 19' 1" E 25.68 FT; S 31 DEG 5' 59" E 119.83 FT; S 84 DEG 3' 34" E 570.09 FT; S 31 DEG 5' 58" E 137.06 FT; S 77 DEG 41' 0" W 479.43 FT; S 71.33 FT; N 83 DEG 36' 38" E 225.88 FT; N 30 DEG 41' 0" W 97.9 FT; N 77 DEG 41' 0" E 300.85 FT; S 31 DEG 5' 59" E 275.08 FT; S 15 DEG 17' 59" E 207.9 FT; S 89 DEG 35' 1" W 130.02 FT; N 40.06 FT; W 173.06 FT; N 41 DEG 2' 7" W .02 FT; W 102 FT; N 89 DEG 59' 56" W 389.03 FT; S 12 DEG 7' 59" W 30.7 FT; E 17.09 FT; S 12 DEG 8' 0" W 15.15 FT; S 89 DEG 34' 59" W 14.25 FT; S 11 DEG 44' 7" W 67.85 FT; N 72 DEG 30' 16" W 86.37 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 21' 44" W 222.49 FT, RADIUS = 272.04 FT); N 24 DEG 13' 13" W 155.25 FT; N 64 DEG 43' 10" E 234.31 FT; S 15 DEG 6' 28" E 30.48 FT; N 70 DEG 7' 20" E 75.98 FT; N 18 DEG 51' 47" W 38.4 FT; S 64 DEG 43' 10" W 308.84 FT; N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 39 DEG 53' 48" W 163.74 FT, RADIUS = 303.06 FT); N 55 DEG 34' 24" W 4 FT; N 34 DEG 25' 35" E 62.72 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 41' 55" E 230.82 FT, RADIUS = 683.84 FT) TO BEG.

AREA 17.210 AC.

#### 22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.

AREA .13 AC.

#### 22:048:0007

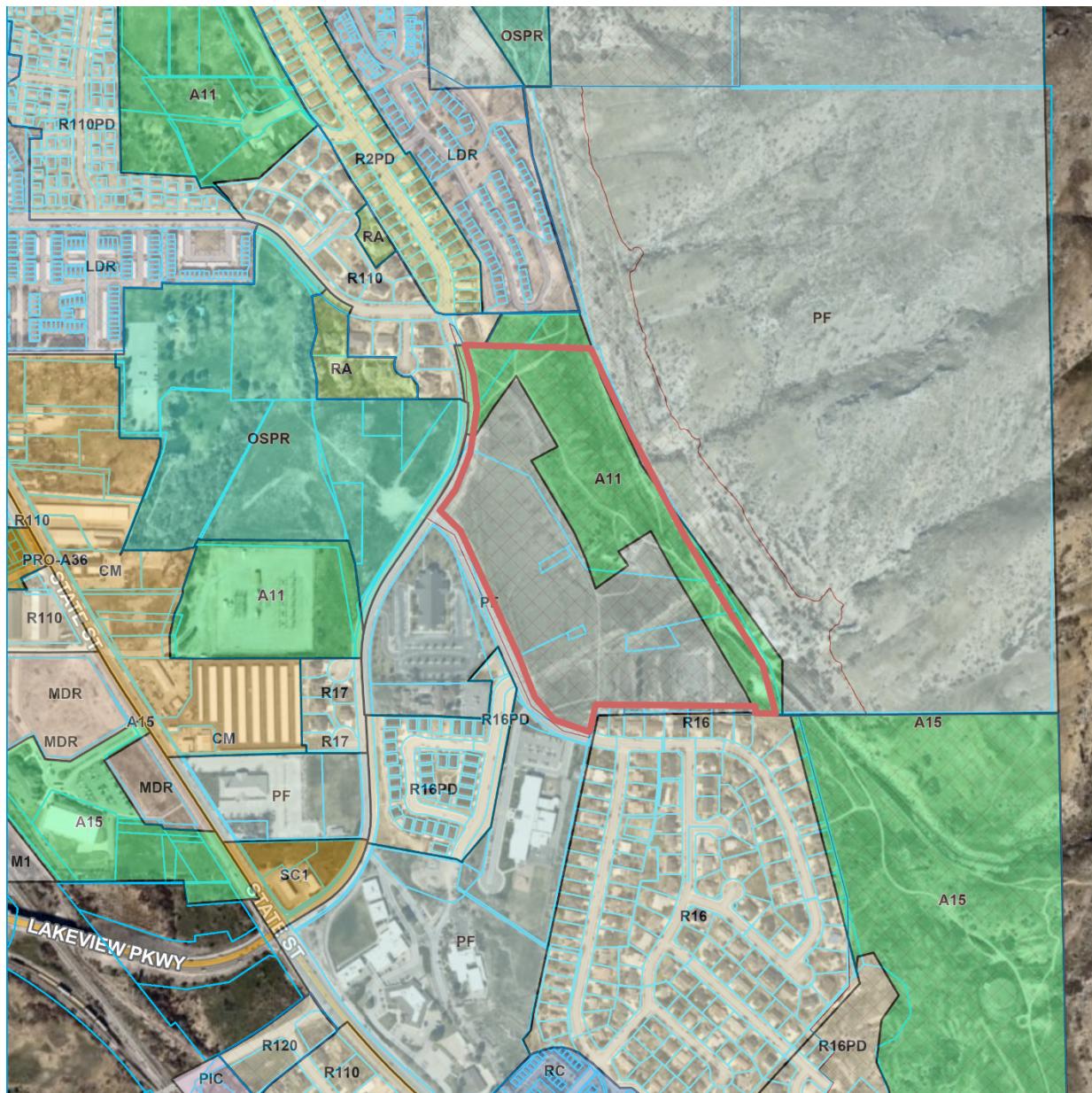
Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

AREA .37 ACRE.

#### 22:048:0006

Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

AREA .06 ACRE.





# Planning Commission Hearing Staff Report

## Hearing Date: May 22, 2024

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**\*ITEM #3** Development Services requests a Zone Map Amendment from the PF(CH) (Public Facilities - Critical Hillside Overlay) Zone and A1.1 (Agricultural) Zone to the R1.8(PD) (One Family Residential - Performance Development Overlay) Zone in order to create a 110-lot single family development, located approximately at 1630 S Nevada Ave. Provost South Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLRZ20240047

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<p><b>Applicant:</b> Development Services / Anderson Development</p> <p><b>Staff Coordinator:</b> Aaron Ardmore</p> <p><b>Property Owner:</b> Provo City Corporation</p> <p><b>Parcel IDs#:</b> 22:048:0068; 22:048:0007; 22:048:0005; 22:048:0052; 22:048:0006</p> <p><b>Acreage:</b> 30</p> <p><b>Number of Properties:</b> 5</p> <p><b>Number of Proposed Lots:</b> 110</p>	<p><b>Current Legal Use:</b> The property being considered for rezoning is vacant land.</p> <p><b>Relevant History:</b> Provo City has owned this land since 1995 and it has historically been used as a debris flow for the hillsides to the east. Provo entered into a contract with Anderson Development in November of 2021 to create a development plan.</p> <p><b>Neighborhood Issues:</b> This item was discussed at the May 1<sup>st</sup> District 2 Neighborhood meeting where concerns about parking, traffic, and access were expressed. Staff have since received an additional email with concerns about parking and safety.</p> <p><b>Summary of Key Issues:</b></p> <ul style="list-style-type: none"><li>• The design of the project considers the hillside, debris flow, and trail connections.</li><li>• The homes have been clustered in the SW of the property to allow open space and trail connections.</li><li>• The development is delivering single-family, detached homes as promised at the purchase of the property and in the SE Neighborhoods Plan.</li></ul> <p><b>Staff Recommendation:</b> Staff recommend that the Planning Commission recommend approval of the zone map amendment to the City Council.</p>
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## **OVERVIEW**

Provo City is requesting a zone map amendment from the PF(CH) and A1.1 (Agricultural) Zone to the R1.8(PD) Zone in order to allow development of 110 single-family, detached homes on property at the corner of Slate Canyon Drive and Nevada Avenue. This project is in partnership with Anderson Development, who have provided all the civil and architectural plans for the proposal.

The subject property is within the Critical Hillside Overlay Zone (CHOZ) and this zone change proposal would remove the property from the CHOZ. It is the position of Staff that the subject property should not have been included in the CHOZ for the following reasons:

1. The genesis of the CHOZ was to add protection to sensitive lands, protect 30% slopes and ridgelines and to protect public trails and/or public access to trails.
2. The CHOZ does not disallow development but was established to require that development of sensitive lands work with the natural contours and avoid mass grading.

The subject property does not include 30% slopes or a ridgeline. The average grade across the area proposed for development is 15-16%, which is developable land according to Provo City Code. The proposal respects the hillside area by rerouting and improving the debris flow (the only known natural hazard on the property), providing public access and a new trailhead to the trail systems, reducing cuts / fills of the hillside for streets / retaining walls, and clustering the homes in the flattest area of the property. All these things are consistent with the requirements of the CHOZ. By clustering the housing in the flattest areas, by leaving 40% of the subject property in open space and by orienting roads to follow contours to minimize cuts and fills, this development is consistent with the intent of the CHOZ.

There is one requirement of the CHOZ that this proposal does not meet. Section 14.33A.090(2) limits areas of disturbance of newly platted lots to 40%. To allow for clustering of homes, the smallest lots are 6,0000 sf which makes the 40% development restriction problematic.

Staff have worked closely with Anderson Development in creating plans that provide the best outcomes for the future residents and for the city. The lots range in size and create a very livable community with added amenities of a trailhead parking lot, open spaces, play areas, community gardens, pickleball courts, and entry features.

The surrounding area includes the open hillside to the east in the PF (Public Facilities) Zone, townhomes to the north in the LDR (Low Density Residential) Zone, single-family homes to the northwest in R2(PD) (Two-Family Residential) and R1.10 Zones, a future park to the west in the OSPR (Open Space, Preservation, and Recreation) Zone, a church and school to the south in the PF Zone, and additional single-family homes to the south in the R1.6(PD) and R1.6 Zones.

## **FINDINGS OF FACT**

1. The current zone is PF(CH) and A1.1 (Chapters 14.17, 14.33A, and 14.08, Provo City Code).
2. The proposed zone is R1.8(PD) (Chapters 14.10 and 14.31).
3. The General Plan designations for the land are Residential, Parks, Open Space, and Recreation, and Agriculture.
4. The Southeast Neighborhoods Plan designates this land as R1 and Open Space in the Future Land Use Map (pg. 23)
5. The proposal shows 110 single-family lots.
6. Each home provides four (4) off-street parking spaces.

## **STAFF ANALYSIS**

Residential projects are evaluated by two different criteria in the General Plan. The first criteria are found on page 45 of the General Plan, as follows: (responses in **bold**)

Would the rezone promote one of the top 3 housing strategies?

- Promote a mix of home types, sizes, and price points **Yes, the developer has provided ten different house plans to be used throughout the site, ranging from 1,824 sq. ft. to 3,080 sq. ft.**
- Support zoning to promote ADUs and infill development **No, ADUs are not currently being considered for this development.**
- Recognize the value of single-family neighborhoods **Yes, the plan provides 110 new single-family homes adjacent to other single-family neighborhoods.**

- Are utilities and streets currently within 300 feet of the property proposed for rezone?

**Yes, utilities and streets are available with Slate Canyon Drive and Nevada Avenue.**

- Would the rezone exclude land that is currently being used for agricultural use? **There are no current agricultural uses on the land.**

- Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? **Yes, the bus stop at 1970 S State Street is approximately 0.44 miles away.**

- Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? **Yes, the developer has designed the site to allow for debris flow to safely be handled and planned the homes away from geologically sensitive lands to the east.**

- Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? **Staff do not believe so. The development has four off-street spaces at each lot. Additionally, the homes will not front Nevada Avenue or Slate Canyon Drive and with no immediate access from these roads to the proposed homes parking on these streets would not be considered convenient for the homeowners. This development is self-contained so spillover parking appears unlikely.**

If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? **Not applicable.**

- Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? **From the beginning, Staff indicated that the subject property could not exceed four dwelling units per acre, the homes must be single-family detached and that the homes must be for sale to private owners. It would be well for Anderson Development to reiterate agreement with these objectives. It was never imagined that the homes would be "affordable" as defined by HUD, but Anderson Development has worked with Staff to keep the homes as achievable as possible.**

In addition to the above criteria, Section 14.02.020 of the Provo City Code gives staff opportunity to make sure that the proposed zone map amendment complies with other aspects of the General Plan, as follows: (staff responses in **bold**)

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

**Anderson Development provided the following public purpose, “based on the topography and certain natural and man-made land impediments, the zone change to R1.8(PD) would allow greater flexibility in the configuration of buildings on the site. The goal . . . is to provide a complete and more integrated site plan with varied lot sizes and unique amenities within the development”.**

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

**Staff agree with the above statement from the developer. Additionally, the city is in great need of more single-family housing and this proposal helps to meet that public purpose to provide housing.**

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

**Anderson Development provided the following in response to compliance with the General Plan, “the zone change is consistent with Provo City’s current General Plan and synonymous with existing surrounding land use. The project will provide a mix of single-family housing sizes [goal 1, chapter 4], creating a vibrant and diverse neighborhood. It will provide over 4 acres of recreational open space . . . [goals 2 and 4, chapter 8]. In addition, the project’s close proximity to Spring Creek Elementary School will provide families and students with a safe walkable environment [goals 1 and 2, chapter 6].**

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.

**Not applicable.**

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.

**The proposed amendment should not hinder or obstruct attainment of the articulated policies. The plan respects the policies and goals of the Hills and**

**Canyons plan by adhering to the goals in Chapter 3 (the Built Environment) of that plan. It also addresses the General Plan goals, as stated above.**

(f) Adverse impacts on adjacent landowners.

**Adverse impacts should be limited to increased traffic on Nevada Avenue and Slate Canyon Drive, headed south to State Street.**

(g) Verification of correctness in the original zoning or General Plan for the area in question.

**Staff have verified that the zoning and General Plan designation are correct.**

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

**The policies take precedent in this proposal.**

## **CONCLUSIONS**

The City Council and Administration are aware of the need for housing, specifically more single-family homes for sale in the city. This plan helps provide additional housing enhanced with public amenities while protecting the hillside from development. The city is meeting its' goals for this property as shown in the General Plan and Southeast Neighborhoods Plan with this proposal, and staff recommends it be approved as shown.

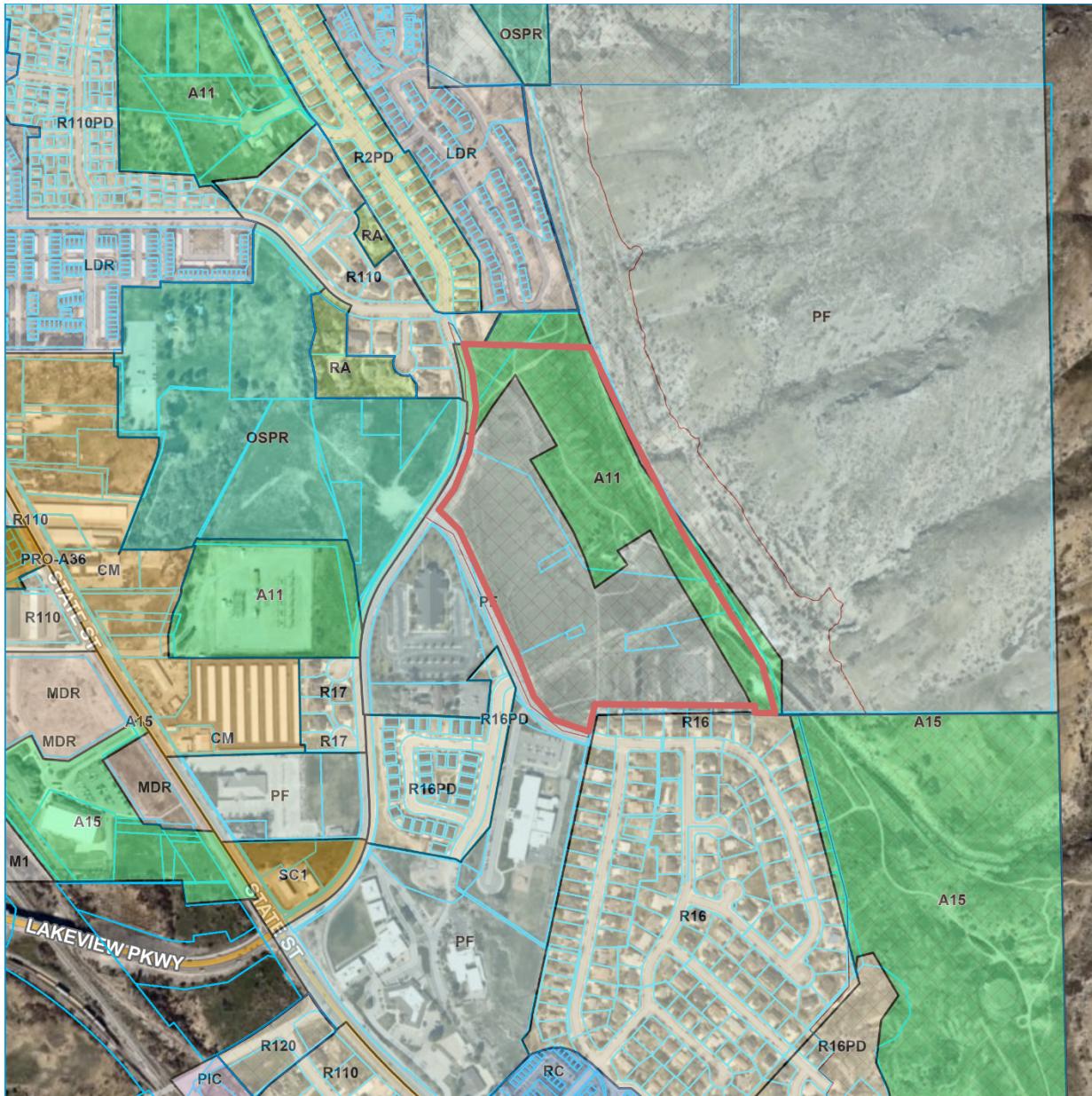
## **ATTACHMENTS**

1. Area Map
2. Zone Map
3. General Plan Map
4. Site Layout
5. Elevations / Floor Plans

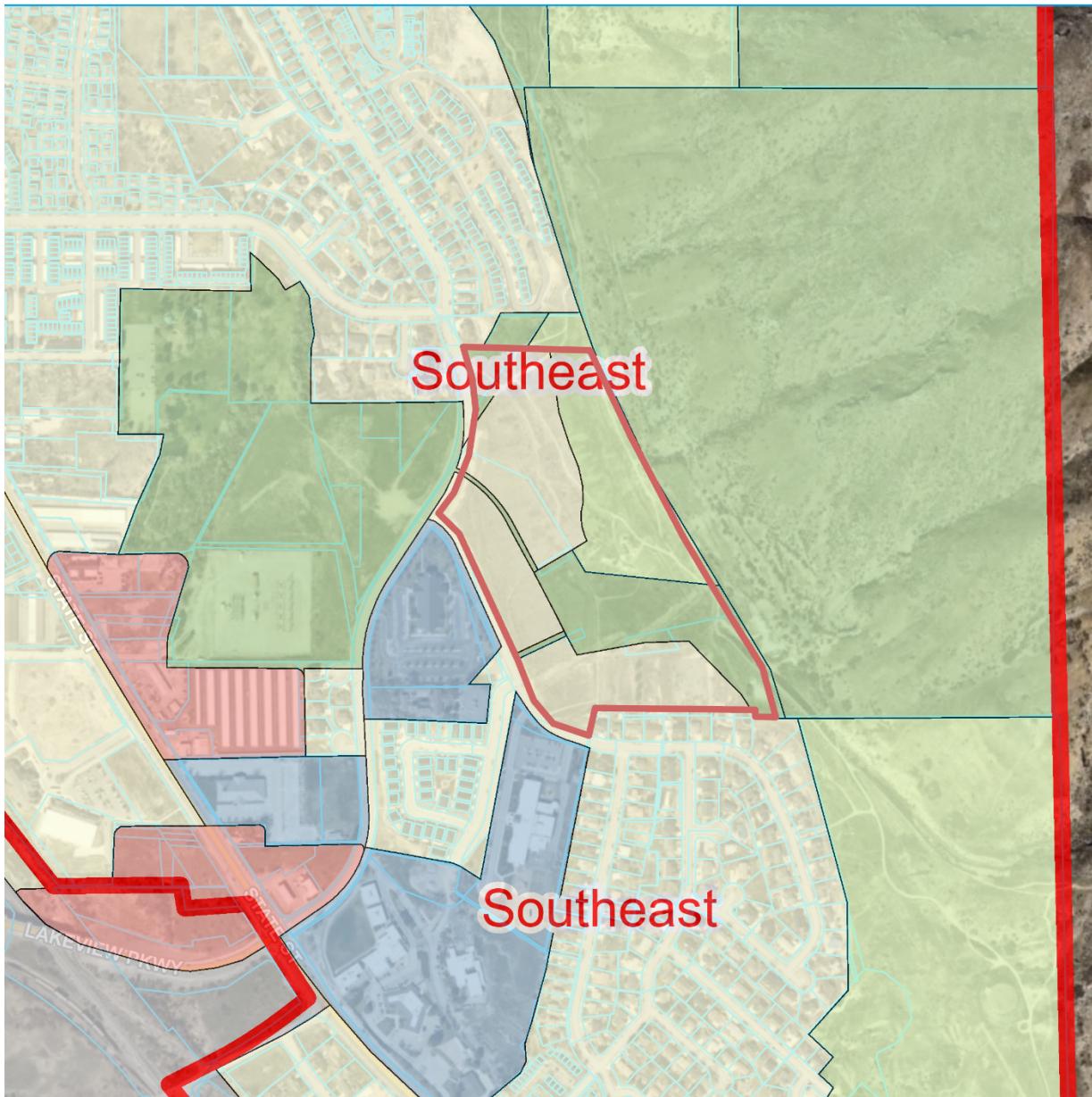
ATTACHMENT 1 – AREA MAP



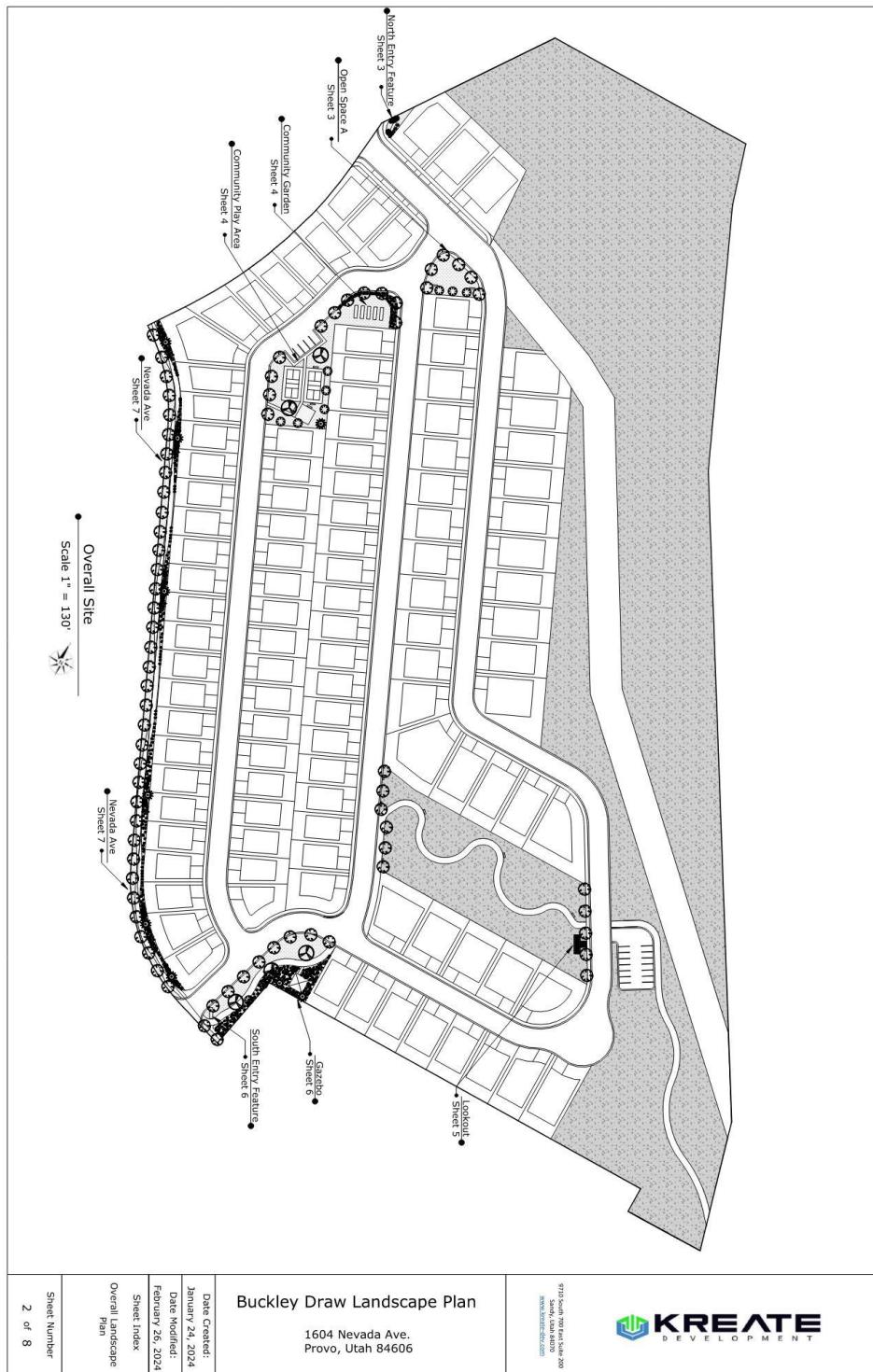
ATTACHMENT 2 – ZONE MAP



ATTACHMENT 3 – GENERAL PLAN MAP



ATTACHMENT 4 – SITE LAYOUT



## ATTACHMENT 5 – ELEVATIONS / FLOOR PLANS



Traditional



Contemporary



Farmhouse

## Basin at Primrose

1,824 finished sq ft · 2,607 total sq ft

2-story

3 beds · 2.5 baths

Full unfinished basement

2-bay garage



2696 N. Geranium Dr., Saratoga Springs, UT 84045  
801-960-2751 | [Lennar.com/Utah](http://Lennar.com/Utah)

**LENNAR**

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Pinnacle  
at Primrose

2,150 finished sq ft · 3,017 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 · Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

Pinnacle  
at Primrose

2,150 finished sq ft · 3,017 total sq ft

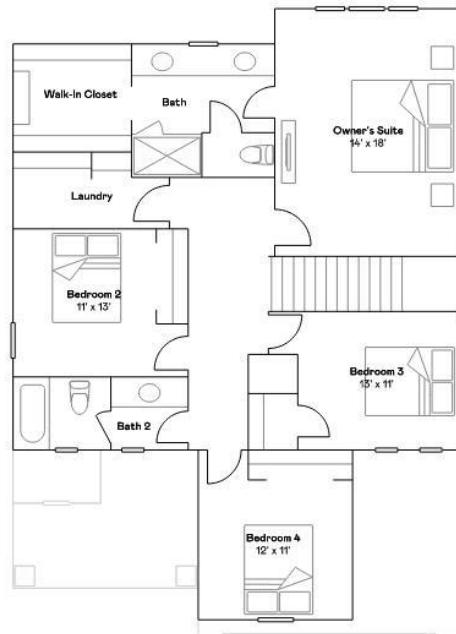
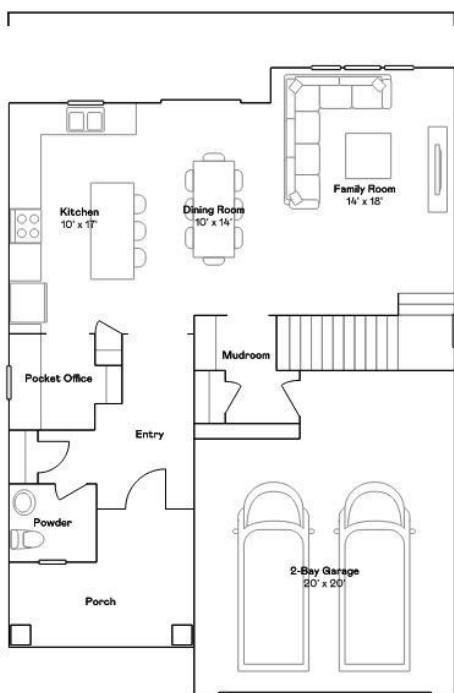
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 4 · Full unfinished basement

2-bay garage

34' Wide



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Mesa  
at Primrose

2,482 finished sq ft · 3,478 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 3 · Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

Mesa  
at Primrose

2,482 finished sq ft · 3,478 total sq ft

2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 3 · Full unfinished basement

2-bay garage



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**Arcadia**  
at Primrose

1,768 finished sq ft · 3,413 total sq ft  
3 beds · 2 baths  
Full unfinished basement  
2-bay garage



Traditional



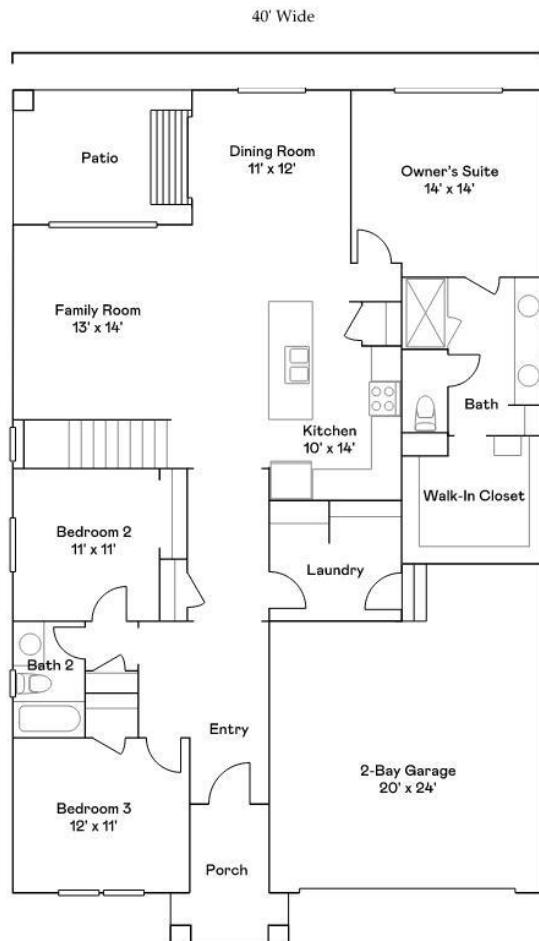
Contemporary



Farmhouse

## Arcadia at Primrose

1,768 finished sq ft · 3,413 total sq ft  
3 beds · 2 baths  
Full unfinished basement  
2-bay garage



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**Sequoia**  
at Primrose

**2,424 finished sq ft · 3,492 total sq ft**

**2-story**

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage



Traditional



Contemporary



Farmhouse

## Sequoia at Primrose

2,424 finished sq ft · 3,492 total sq ft

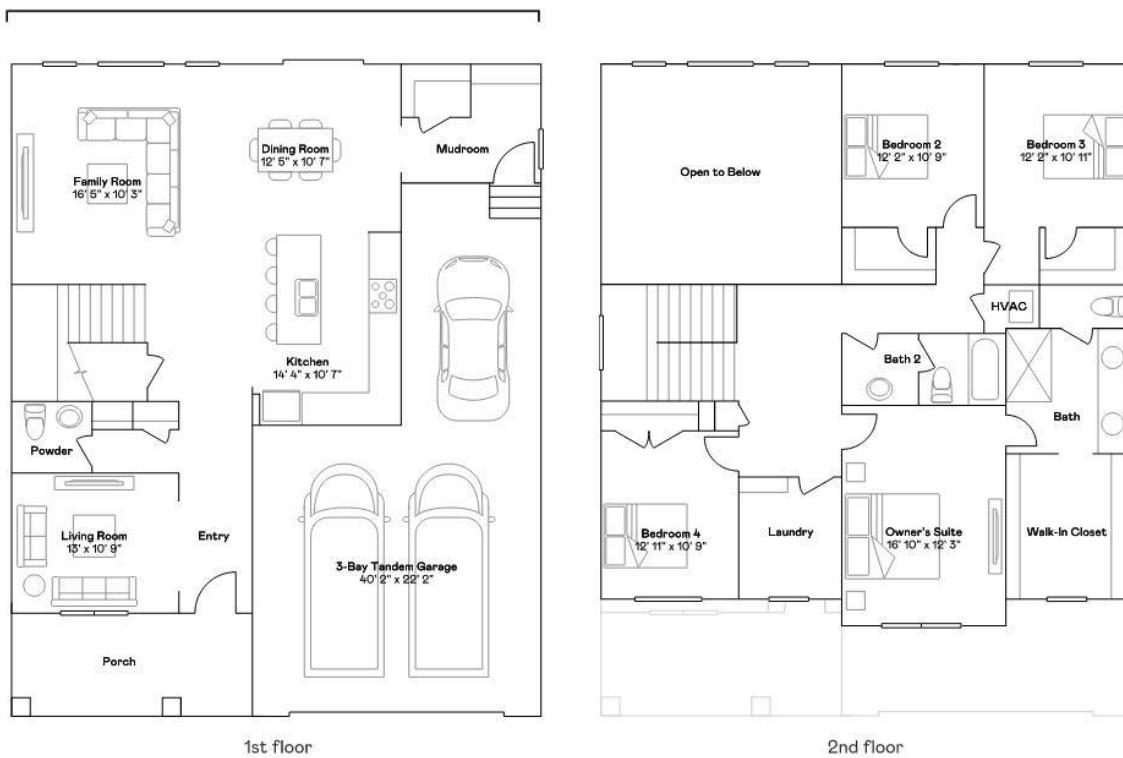
2-story

4 beds · 2.5 baths

Optional loft in lieu of bedroom 2 · Full unfinished basement

3-bay tandem garage

40' Wide



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**LENNAR**

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Redwood  
at Primrose

2,777 finished sq ft · 3,921 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

3-bay tandem garage



Traditional



Contemporary



Farmhouse

Redwood  
at Primrose

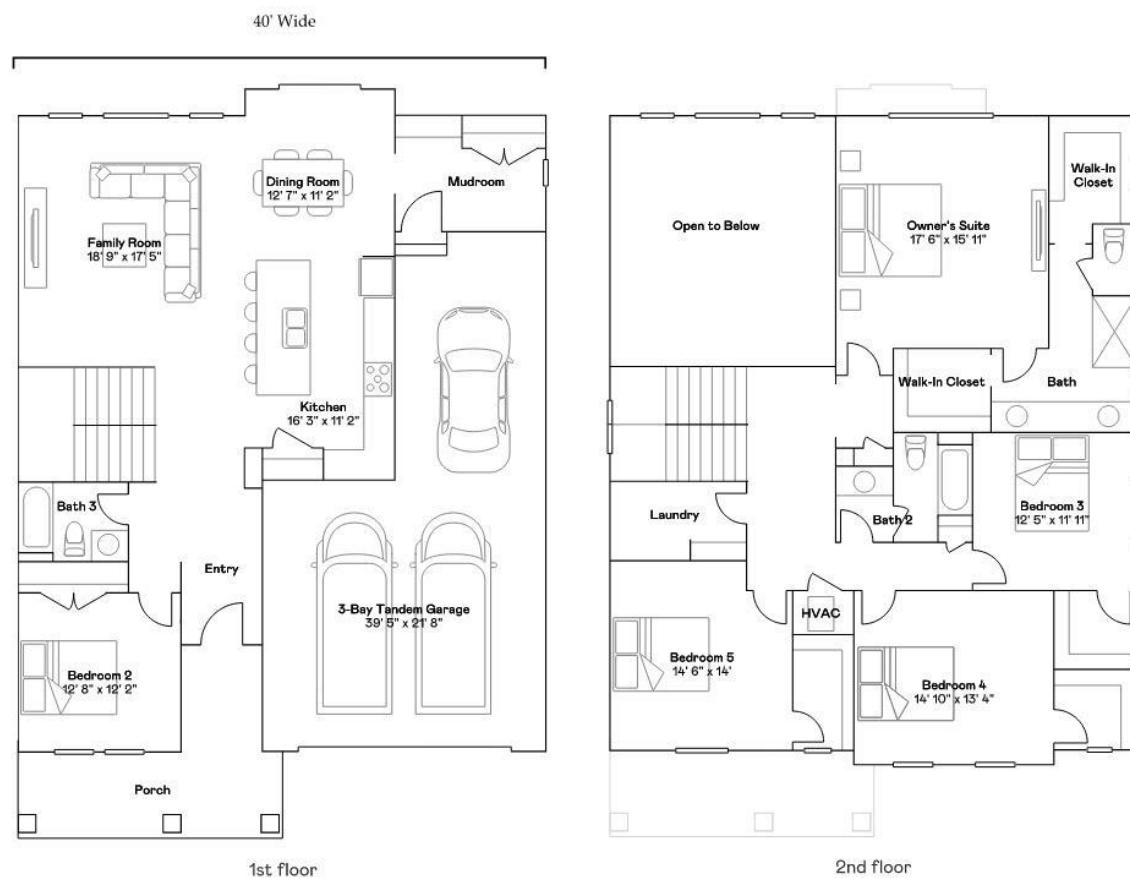
2,777 finished sq ft · 3,921 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

3-bay tandem garage



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**Cascade**  
at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

1-story  
3 beds · 2 baths  
Full unfinished basement  
2-bay garage



Farmhouse



Traditional



Contemporary

## Cascade at Sunset Hills

Approx. 2,157 finished sq ft · Approx. 4,184 total sq ft

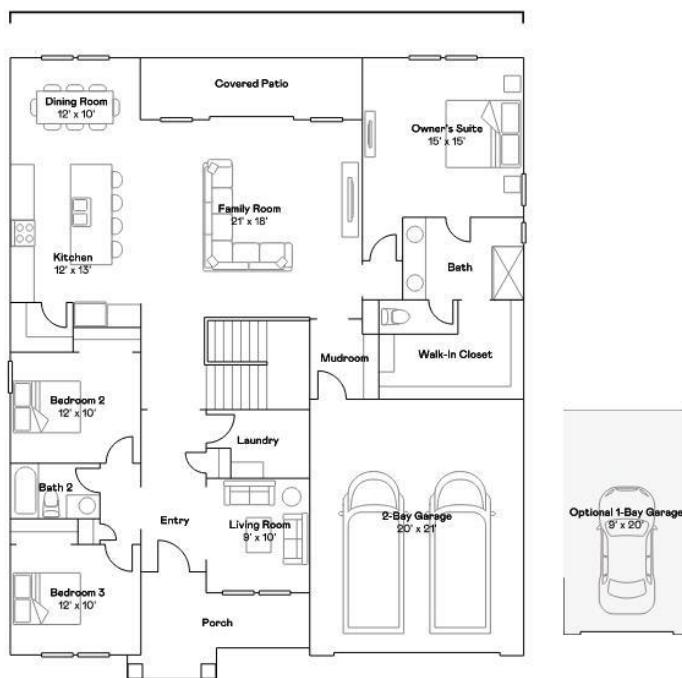
1-story

3 beds · 2 baths

Full unfinished basement

2-bay garage

50' Wide



6588 S. Golden Sunset Circle, West Valley City, UT 84081  
801-960-2751 | Lennar.com

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## Yosemite

Estates at Primrose

2,628 finished sq ft · 4,143 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 3) · 2.5 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

## Yosemite

Estates at Primrose

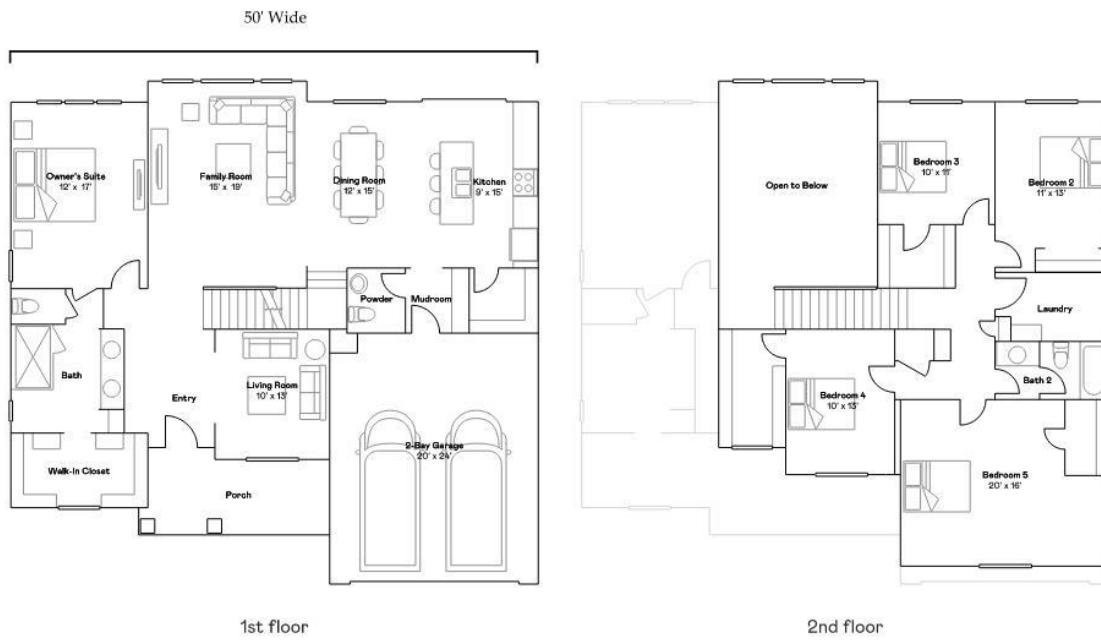
2,628 finished sq ft · 4,143 total sq ft

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2696 N. Geranium Dr., Saratoga Springs, UT 84045  
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## Denali

Estates at Primrose

2,768 finished sq ft · 4,158 total sq ft

2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage



Traditional



Contemporary



Farmhouse

## Denali

Estates at Primrose

2,768 finished sq ft · 4,158 total sq ft

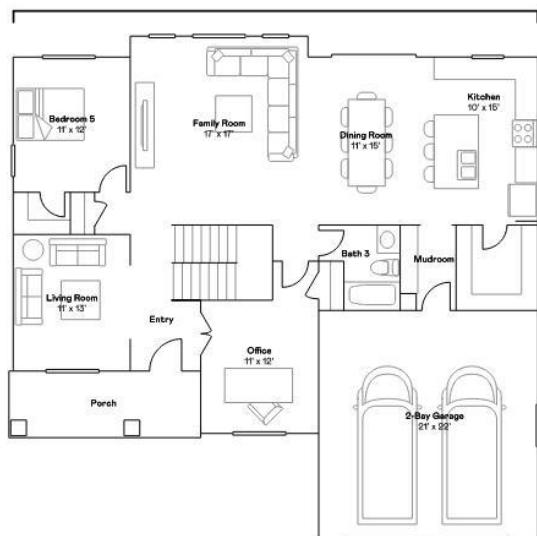
2-story

5 beds · 3 baths

Full unfinished basement

2-bay garage

50' Wide



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## Teton

Estates at Primrose

3,080 finished sq ft · 4,444 total sq ft

2-story

5 beds (optional loft in lieu of bedroom 2) · 3 baths

Full unfinished basement

3-bay garage



Traditional



Contemporary



Farmhouse

## Teton

Estates at Primrose

3,080 finished sq ft · 4,444 total sq ft

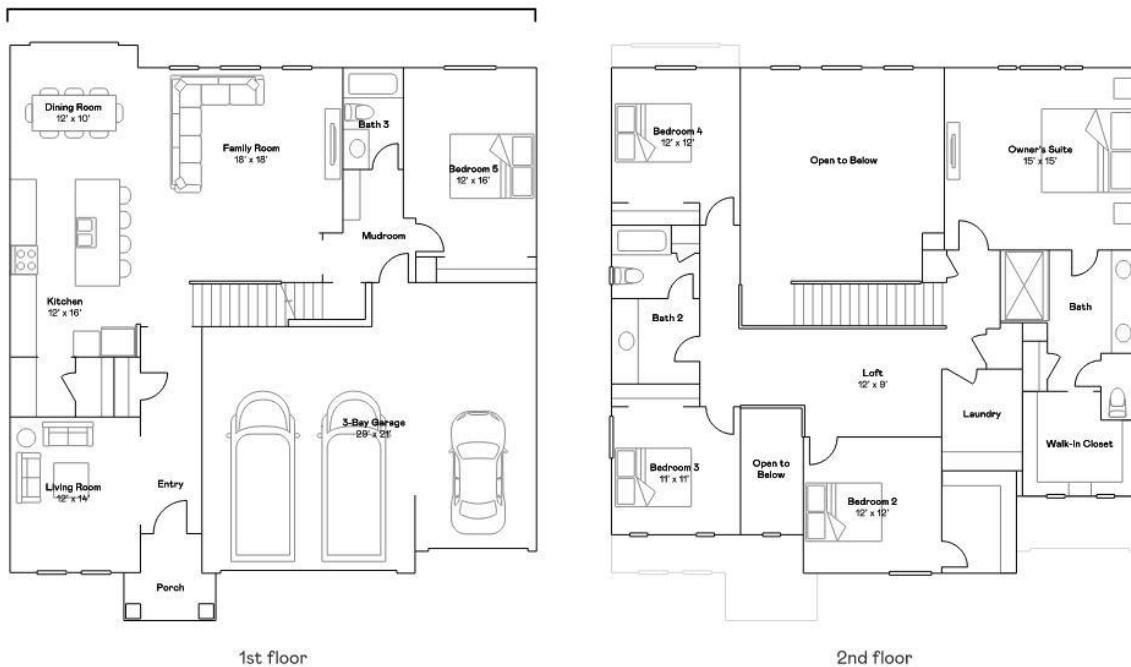
2-story

5 beds (optional loft in lieu of bedroom 2) · 3 baths

Full unfinished basement

3-bay garage

48' Wide



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**LENNAR**

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## Resolution 2022-10

### SHORT TITLE

A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE CONTRACT BETWEEN PROVO CITY CORPORATION AND RD DEVELOPMENT HOLDINGS FOR THE SALE OF PROPERTY AT APPROXIMATELY 1600 SOUTH 2500 EAST (KNOWN AS BUCKLEY DRAW) FOR A RESIDENTIAL DEVELOPMENT. (22-032)

### PASSAGE BY MUNICIPAL COUNCIL

### ROLL CALL

DISTRICT	NAME	FOR	AGAINST	OTHER
CW 1	KATRICE MACKAY	✓		
CW 2	DAVID SHIPLEY	✓		
CD 1	BILL FILLMORE			Excused
CD 2	GEORGE HANDLEY	✓		
CD 3	SHANNON ELLSWORTH	✓		
CD 4	TRAVIS HOBAN	✓		
CD 5	RACHEL WHIPPLE	✓		
<b>TOTALS</b>		<b>6</b>	<b>0</b>	<b>1</b>

This resolution was passed by the Municipal Council of Provo City, on the 15<sup>th</sup> day of March 2022, on a roll call vote as described above. Signed this 22nd day of March 2022.

  
Chair

Resolution 2022-10

CITY RECORDER'S CERTIFICATE AND ATTEST

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to resolution number 2022-10.

This resolution was signed and recorded in the office of the Provo City Recorder on the 22nd day of March, 2022.



A handwritten signature in black ink, appearing to read "D. J. [Signature]".

City Recorder

## RESOLUTION 2022-10

A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE CONTRACT  
BETWEEN PROVO CITY CORPORATION AND RD DEVELOPMENT  
HOLDINGS FOR THE SALE OF PROPERTY AT APPROXIMATELY 1600  
SOUTH 2500 EAST (KNOWN AS BUCKLEY DRAW) FOR A RESIDENTIAL  
DEVELOPMENT. (22-032)

WHEREAS, Provo City Corporation (the "City") owns approximately 17.7 acres of real property located at approximately 1600 South 2500 East (known as Buckley Draw) consisting of Utah County Parcel Numbers 22-048-0005, 22-0048-0007, and 22-048-0068 as described in Exhibit A; and

WHEREAS, this property is vacant and is not identified for future use by the City, and

WHEREAS, Provo City is desirous of selling this property for future residential development under the appropriate circumstances; and

WHEREAS, the Mayor recommended that this parcel be placed on the surplus property list for potential sale, subject to the conditions set forth in Provo City Code 3.04.030; and

WHEREAS, the Provo Municipal Council approved a resolution to surplus said property in a meeting held on February 19, 2019 (Resolution 2019-12); and

WHEREAS, Provo City has negotiated a Real Estate Purchase Contract, attached in Exhibit B, for the sale of the subject property; and

WHEREAS, on March 15, 2022, 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 recommendation, and facts and comments present to the Municipal Council, the Council finds (i) the Real Estate Purchase Contract should be approved, and (ii) this action reasonably furthers the health, safety, and general welfare of the citizens of Provo City.

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

## PART 1:

The Real Estate Purchase Contract in the attached Exhibit B is hereby approved.

## PART II:

This resolution shall take effect immediately.

## END OF RESOLUTION

## EXHIBIT A

### MAP GENERALLY DEPICTING THE PROPERTY



Utah County Parcel Map  
220480068,220480005,220480007

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 2/14/2022





Utah Association  
of REALTORS®

## REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

### OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 1st day of November, 2021 ("Offer Reference Date") RD Development Holdings or assigns ("Buyer") offers to purchase from PROVO CITY CORPORATION ("Seller") the Property described below and [ ] delivers to the Buyer's Brokerage with this offer, or  agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$50,000 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Meridian Title \_\_\_\_\_ Phone: (801) 264-8888 \_\_\_\_\_

Received by: \_\_\_\_\_ on \_\_\_\_\_  
(Signature above acknowledges receipt of Earnest Money) (Date)

### OTHER PROVISIONS

#### 1. PROPERTY: 1600 S 2500 EAST (Aprox 17.7 Acres)

also described as: State of Utah, Utah County Parcel Number's. 22:048:0068, 22:048:0005, 22:048:0007

City of Provo, County of Utah State of Utah, Zip 84606 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) \_\_\_\_\_

1.2 Excluded Items. (specify) \_\_\_\_\_

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: Property shall include all water shares/rights required for the development of property.

2. PURCHASE PRICE. The Purchase Price for the Property is \$5,310,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$50,000 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ (c) **Seller Financing.** (see attached Seller Financing Addendum)

\$5,260,000 (d) **Balance of Purchase Price in Cash at Settlement**

\$5,310,000 PURCHASE PRICE. Total of lines (a) through (d)

#### 3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing

instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

**3.3 Greenbelt.** If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

---

**3.4 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

---

The provisions of this Section 3.4 shall survive Closing.

**3.5 Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

**3.6 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

**4. POSSESSION.** Seller shall deliver physical possession of the Property to Buyer as follows:  Upon Closing;  \_\_\_\_\_ Hours after Closing;  \_\_\_\_\_ Calendar Days after Closing;  Other (explain)

---

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent NA, represents  Seller  both Buyer and Seller as a Limited Agent;

Seller's Brokerage NA, represents  Seller  both Buyer and Seller as a Limited Agent;

Buyer's Agent NA, represents  Buyer  both Buyer and Seller as a Limited Agent;

Buyer's Brokerage NA, represents  Buyer  both Buyer and Seller as a Limited Agent.

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) \_\_\_\_\_

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property:  IS  IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if

applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer:  WILL  WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$\_\_\_\_\_. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There  ARE  ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference:  Addendum No. 1 & 2  Seller Financing Addendum  Other (specify) \_\_\_\_\_

#### **10. AS-IS CONDITION OF PROPERTY.**

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.2 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

#### **11. FINAL PRE-SETTLEMENT INSPECTION.**

**11.1 Pre-Settlement Inspection.** At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing:  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost

of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline 7 days from acceptance (Date)  
(b) Due Diligence Deadline 30 days from acceptance (Date)  
(c) Financing & Appraisal Deadline NA (Date)  
(d) Settlement Deadline 30 days from Due Diligence Deadline (Date)

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 [ ] AM [X] PM Mountain Time on March 01, 2022 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

  
(Buyer's Signature)

11/1/21  
(Offer Date)

(Buyer's Signature)

(Offer Date)

(Buyer's Names) (PLEASE PRINT)

(Notice Address)

(Zip Code)

(Phone)

(Buyer's Names) (PLEASE PRINT)

(Notice Address)

(Zip Code)

(Phone)

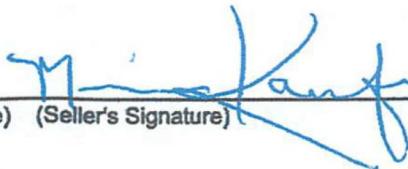
**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

**ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

**COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 3.

**REJECTION:** Seller rejects the foregoing offer.

  
(Seller's Signature)

(Date)

(Time)

(Seller's Signature)

(Date)

(Time)

1/24/2022 9:30 AM

(Seller's Names) (PLEASE PRINT)

(Notice Address)

(Zip Code)

(Phone)

(Seller's Names) (PLEASE PRINT)

(Notice Address)

(Zip Code)

(Phone)

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**DEPOSIT OF EARNEST MONEY WITH TITLE  
INSURANCE COMPANY ADDENDUM TO  
REAL ESTATE PURCHASE CONTRACT  
ADDENDUM # 1**

THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 1st day of November, 2021, including all prior addenda and counteroffers, between RD Development Holdings or assigns as Buyer, and PROVO CITY CORPORATION as Seller, regarding the Property located at 1600 S 2500 EAST (Aprox 17.7 Acres). The following terms are hereby incorporated as part of the REPC.

1. The REPC is amended as follows: Buyer and Seller agree that the Earnest Money Deposit, or Deposits, will be held with a Title Insurance Company instead of deposited in the Buyer's Brokerage Trust Account. The Title Insurance Company is Meridian Title located at 64 E 6400 S #100, Salt Lake City, UT 84107 phone number (801) 264 -8888 and email Chris.Lambert@mtcutah.com.

**ATTENTION:** Buyer and Seller are advised that the Title Insurance Company may require, through separate written instructions, that **BOTH** the Buyer and Seller mutually authorize disbursement of the Earnest Money Deposit, even if the REPC states that no additional written authorization is required, which may result in additional delays and costs for either party to receive the Earnest Money Deposits.

Buyer and Seller acknowledge that the Utah Division of Real Estate has no authority over the Title Insurance Company's release or disbursement of the Earnest Money Deposit.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5 : 00  AM  PM Mountain Time on March 01, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 11/1/21  Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

**ACCEPTANCE:**  Seller  Buyer hereby accepts the terms of this ADDENDUM.

**COUNTEROFFER:**  Seller  Buyer presents as a counteroffer the terms of the attached ADDENDUM NO \_\_\_\_\_.

**REJECTION:**  Seller  Buyer rejects the foregoing ADDENDUM.

 1/24/2022 9:30AM (Signature) (Date) (Time) (Signature) (Date) (Time)

(Signature) (Date) (Time) (Signature) (Date) (Time)

ADDENDUM NO. 2  
TO  
REAL ESTATE PURCHASE CONTRACT

THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 1st day of November, 2021 including all prior addenda and counteroffers, between RD Development Holdings or assigns as Buyer, and PROVO CITY CORPORATION as Seller, regarding the Property located at 1600 S 2500 EAST (Aprox 17.7 Acres). The following terms are hereby incorporated as part of the REPC:

1. Seller shall rezone property or allow Buyer to rezone property prior to Due Diligence Deadline.

2. Section 19 of the REPC is hereby deleted in its entirety.

3. Agency Disclosure - Buyer is an active real estate agent with Equity Real Estate.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5:00  AM  PM Mountain Time on March 01, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Buyer  Seller Signature

1/16/2022  
(Date)

Buyer  Seller Signature

(Date)  (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 3.

Mark  
(Signature)

1/24/2022 9:30 AM  
(Date)  (Time)

Mark  
(Signature)

(Date)  (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

Mark  
(Signature)

(Date)  (Time)

Mark  
(Signature)

(Date)  (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

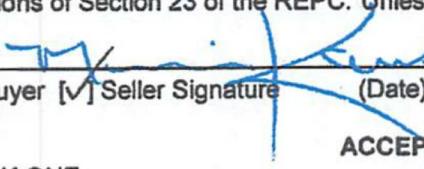
ADDENDUM NO. 3  
TO  
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [ x ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 1st day of November, 2021, including all prior addenda and counteroffers, between RD Development Holdings or assigns as Buyer, and Provo City Corporation as Seller, regarding the Property located at 1600 S 2500 E (Approx 17.7 Acres).

The following terms are hereby incorporated as part of the REPC:

- This contract is subject to approval by the Provo Municipal Council.
- In reference to Section 19, the REPC may not be assigned by Buyer without the prior written consent of Seller. Furthermore the inclusion of "and/or assigns" or similar language on the line identifying the Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer as defined in Section 19 of this REPC.
- The Purchase Price for the property will be \$6,000,000.00.
- The Seller agrees to accept the \$50,000 earnest money deposit as a down payment and a Note for \$5,950,000.00 bearing an interest rate of 0% per annum for a term of 18 months from closing. This note to be secured with a Trust Deed, recorded against all units in the development. Note to be paid off upon sale and closing of each secured unit with a payment at each closing of the unit's allocated portion of the overall purchase price for the land. Seller to grant a partial release of Note for each unit closed.
- The Buyer and Seller agree that the Due Diligence Deadline may be adjusted, within reason, to accommodate the Buyer's efforts in the rezoning of the subject property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5:00  AM  PM Mountain Time on March 01, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 1/24/2022 9:30AM  
[ ] Buyer  Seller Signature (Date) (Time) [ ] Buyer  Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_

 1/25/2022 (4:00pm)  
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

ADDENDUM NO. 4  
TO  
REAL ESTATE PURCHASE CONTRACT

THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 1st day of November, 2021 including all prior addenda and counteroffers, between RD Development Holdings or assigns as Buyer, and PROVO CITY CORPORATION as Seller, regarding the Property located at 1600 S 2500 EAST (Aprox 17.7 Acres). The following terms are hereby incorporated as part of the REPC:

1. Due Diligence Deadline shall be 120 days from acceptance or upon rezone of the property, whichever occurs later.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5 :00  AM  PM Mountain Time on February 01, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Buyer  Seller Signature 1/25/2022 (4:00pm)  Buyer  Seller Signature  (Date)  (Time)  (Date)  (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_.

2/1/2022 1:00PM  (Signature)  (Date)  (Time)  (Signature)  (Date)  (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

(Signature)  (Date)  (Time)  (Signature)  (Date)  (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** RCARON  
**Department:** Recorder  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** A resolution imposing fire restrictions due to hazardous environmental conditions (24-055)

**RECOMMENDATION:** Requesting adoption during a Council meeting.

**BACKGROUND:** To protect the Provo City watershed, and our mountains, I am recommending acceptance of a Fire Restriction Order by the fire code official.

**FISCAL IMPACT:** None

**PRESENTER'S NAME:** Fire Marshal Lynn Schofield

**REQUESTED DURATION OF PRESENTATION:** 5 minutes

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**  
Yes, this is a public safety issue.

**CITYVIEW OR ISSUE FILE NUMBER:** 24-055

## RESOLUTION 2024-.

## A RESOLUTION IMPOSING FIRE RESTRICTIONS DUE TO HAZARDOUS ENVIRONMENTAL CONDITIONS. (24-055)

## RECITALS:

8 The Provo fire code official has determined that existing hazardous environmental  
9 conditions necessitate certain ignition source restrictions and it has been proposed that Provo  
10 City adopt the restrictions in the Notice of Fire Restrictions attached hereto as Exhibit A;

12           Utah Code 15A-5-202.5 provides that a municipal legislative body may prohibit fire  
13          ignition based upon such a finding of the fire code official;

15 The Provo City watershed is faced with a significant light fuel load in our wildland urban  
16 interface and watershed, that is now drying out;

18 On June 18, 2024, the Municipal Council met to ascertain the facts regarding this matter  
19 and receive public comment, which facts and comments are found in the public record of the  
20 Council's consideration; and

22 After considering the facts presented to the Municipal Council, the Council finds that (i)  
23 the attached Notice of Fire Restrictions should be approved, and (ii) such action furthers the  
24 health, safety, and general welfare of the citizens of Provo City.

26 THEREFORE, the Municipal Council of Provo City, Utah resolves as follows:

## PART I:

30 The Notice of Fire Restrictions attached hereto as Exhibit A is approved and the  
31 restrictions stated therein are implemented. This order is effective until rescinded in writing by  
32 the fire code official.

## PART II:

36 This resolution is effective July 1, 2024.



CHIEF JEREMY HEADMAN

TEL: 801. 852 .6321  
445 West Center St  
PROVO, UT 84601

## Notice of Fire Restrictions

By order of the Provo City Fire Marshal, the following fire restrictions are in place along the Provo City Watershed effective July 1, 2024. Fires are prohibited in the Provo City watershed ***except in approved fire pits located in improved campgrounds and picnic areas, and within permanent fire pits in residential properties.***

The restricted area includes all mountains and canyons beginning at the Springville City line and extends along the east bench of Provo to the Provo City line, then along Provo Canyon up to, and including South Fork.

These restrictions are put in place to protect the Provo City water supply. Due to the drying vegetation following a wetter than normal winter, and the need to protect our wildland urban interface, and available water supply, it is incumbent on each of us to decrease the risk of catastrophic fire.

Provo Fire & Rescue encourages a safe and cautious approach to the use of fire near our canyons and mountains. Fires shall be contained in an improved fire ring or pit in improved campgrounds and picnic areas. Violations of this Fire Restriction Order are a Class B Misdemeanor. Questions regarding these fire restrictions may be directed to the Fire Prevention Bureau at Provo Fire & Rescue by calling 801-852-6321 or email at [firemarshal@provo.org](mailto:firemarshal@provo.org).

Fire restrictions are effective beginning at midnight on Sunday, June 30, 2024 and continue until rescinded.. This fire restriction notice is published on Thursday, June 27, 2024, at 0800.

A handwritten signature in black ink, appearing to read "A. Lynn Schofield".

A. Lynn Schofield  
Fire Marshal

# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** EGUERRERO  
**Department:** Public Works  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** A discussion regarding an ordinance amending Provo City Code to make corrections and updates related to Cross Connection Control and Backflow Prevention (24-036)

**RECOMMENDATION:** Approval of proposed update to Cross Connection Control and Backflow Prevention Code (Chapter 10.07)

**BACKGROUND:** Provo City's current Cross Connection Control Program, mandated by the Utah Rules for Public Drinking Water, requires updating to meet program standards. This entails revising our authority statement (Provo City Code - Chapter 10.07) to bolster enforcement measures and address the unique challenges of a large municipality with over 20,000 water connections, with a small Cross Connection Control Program. The EPA requires water purveyors to be responsible for water quality to the last free-flowing tap, and Utah Plumbing Code also requires protection of the potable water supply to prevent contamination through cross connections. Approval of the proposed code will initiate a comprehensive overhaul of the program, establishing the standards by which we safeguard our water supply against contamination through cross connections.

**FISCAL IMPACT:**

**PRESENTER'S NAME:** Emily Guerrero, Cross Connection Control Coordinator & Ryan York, Water Superintendent

**REQUESTED DURATION OF PRESENTATION:** 10 minutes

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

**CITYVIEW OR ISSUE FILE NUMBER:** 24-036

## ORDINANCE 2024-\_\_\_\_\_.

AN ORDINANCE AMENDING PROVO CITY CODE TO MAKE  
CORRECTIONS AND UPDATES RELATED TO CROSS CONNECTION  
CONTROL AND BACKFLOW PREVENTION. (24-036)

**RECITALS:**

9           It is proposed that Provo City Code Section 10.02.270 be repealed and Chapter 10.07 be  
10   enacted to clean up inconsistencies, meet current best practices, harmonize with development  
11   standards and guidelines, comply with state and federal standards, and address the needs of a  
12   large and growing city;

14           The proposed Provo City Code Chapter 10.07 contains the requirements of the Cross  
15       Connection Control Program, which is mandated by the Utah Rules for Public Drinking Water  
16       Systems and enforced by the Department of Environmental Quality (DEQ): Division of Drinking  
17       Water (DDW);

19 DDW requires specific items to be included in the authority statement of the Public  
20 Drinking Water Systems (PDWS);

22 The United States Environmental Protection Agency (EPA) requires water purveyors to  
23 be responsible for water quality to the last free-flowing tap, as defined in the Safe Drinking  
24 Water Act;

26 Utah Plumbing Code requires protection of the potable water supply to prevent  
27 contamination through cross connections;

29 On June 18, 2024, the Municipal Council met to ascertain the facts regarding this matter  
30 and receive public comment, which facts and comments are found in the public record of the  
31 Council's consideration; and

33 After considering the facts presented to the Municipal Council, the Council finds that (i)  
34 Provo City Code should be amended as set forth below, and (ii) such action furthers the health,  
35 safety, and general welfare of the citizens of Provo City.

37 THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

## PART I:

41 Provo City Code Section 10.02.270 is repealed in its entirety.

42

43 **PART II:**

44

45 Provo City Code Chapter 10.07 is enacted as shown in the attached Exhibit A.

46

47 **PART II:**

48

49 A. If a provision of this ordinance conflicts with a provision of a previously adopted  
50 ordinance, this ordinance prevails.

51

52 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,  
53 sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of  
54 the ordinance is not affected by that determination.

55

56 C. This ordinance takes effect immediately after it has been posted or published in accordance  
57 with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code  
58 Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

59

60 D. The Municipal Council directs that the official copy of Provo City Code be updated to  
61 reflect the provisions enacted by this ordinance.

## **10.02.270 Cross Connection Control and Backflow Prevention.**

(1) It shall be unlawful at any place supplied with water from the Provo City Water Distribution System to do any of the following:

(a) To install or use any physical connection or arrangement of piping or fixtures which may allow any fluid or substance not suitable for human consumption to come in contact with potable water in the Provo City Water Distribution System;

(b) To install any connection, arrangement, or fixtures without using a backflow prevention device or assembly designed to prevent a violation of Subsection (1)(a) of this Section. Any such device or assembly must be approved for installation by the Provo City Division of Water Resources with respect to each application; or

(c) To install any backflow prevention device or assembly described in Subsection (1)(b) of this Section which is not installed as required in the Utah Plumbing Code.

(2) Officers and employees of Provo City shall have the right to enter any place which is supplied with water from the Provo City Water Distribution System and conduct a hazard survey or any other examination or test reasonably necessary to the enforcement of this Section.

(3) Any user of water from the Provo City Water Distribution System, and not Provo City, shall pay all costs of installation and testing of backflow prevention devices or assemblies.

(4) Backflow prevention devices or assemblies required by this Section shall be tested not less than once each year by a technician certified by the Drinking Water Board of the State of Utah. Test results shall be furnished to the Provo City Division of Water Resources.

(5) Water service may be discontinued to any user who is found to be in violation of this Chapter and who fails to take corrective action within ten (10) days after violation notification, except that water service may be discontinued immediately if an immediate threat to the water supply exists.

(6) Any person who violates the provisions of this Section shall be civilly liable to Provo City, and to third persons other than Provo City, for all damage proximately caused by said violation.

(Enacted 1991-05, Am 2010-13, Am 2019-31)

## Chapter 10.07

### Cross Connection Control and Backflow Prevention

#### 10.07.010 Purpose and Policy

(1) This Chapter sets forth uniform requirements for users of the publicly owned Provo City Water Distribution System to protect the public drinking water supply by requiring compliance with the Utah ~~State Rules for Public Drinking Water Rules~~<sup>UPDWR</sup> and the International Plumbing ~~Code as adopted by the State of Utah~~<sup>Code</sup>, ~~that which~~ require cross connection control protection of all public drinking water systems in the State of Utah. Compliance with this Chapter will be considered reasonable diligence for the prevention of contaminants or pollutants ~~that which~~ could backflow into the public drinking water system; ~~and~~,

**Commented [BJ1]:** This acronym doesn't match the language that precedes it.

**Commented [BJ2R2]:** Changed the name to match R309-110-3

#### (2) This Chapter also serves to:

a-(a) ~~To~~ promote the reasonable elimination or control of cross connections in the plumbing fixtures and piping system(s) of the user, as required by the state and plumbing regulations to assure water system safety; and

b-(b) ~~To~~ provide for the administration of a continuing program of cross connection control which will systematically examine risk and work to prevent the contamination or pollution of the drinking water system.

**Commented [BJ3]:** These two subsections do not follow grammatically from the previous sentence.

(32) This Chapter ~~shall apply~~ to Provo City residents and to persons outside the City who are, by contract or agreement with the City, users of the Provo City Water Distribution System.

(43) Cross connections pose inherent risks, potentially allowing hazardous substances to contaminate public drinking water systems through backpressure or backsiphonage conditions. To mitigate this risk, the installation of approved backflow prevention assemblies and devices, in addition to the use of approved air gaps, is mandated to protect the City's drinking water supply. Cross connections may be allowed under specific conditions, contingent upon meeting the backflow protection requirements outlined in this Chapter.

#### 10.07.020 Administration

Except as otherwise provided herein, the Provo City Cross Connection Control Coordinator ~~shall administer, implement, and enforce~~ the provisions of this Chapter. Any powers granted to, or duties imposed upon, the Provo City Cross Connection Control Coordinator may be delegated by the Provo City Water Resource Director to a ~~duly~~-qualified Provo City employee.

#### 10.07.030 Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, ~~shall have the following meanings hereinafter designated~~:

**Air Gaps** - The physical separation between the discharge end of a water supply; and the flood rim of an open or non-pressure receiving vessel.

**Backflow** - the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable water supply from any source.

**Backflow prevention assembly** - A backflow preventer that is testable and repairable inline and is approved by the State of Utah to prevent backflow.

**Backflow prevention device** - A backflow preventer that is not testable and has specific installation requirements to operate properly.

**Backpressure** - the phenomenon that occurs when the customer's pressure is higher than the supply pressure. This could be caused by an unprotected cross connection between a drinking water supply and a pressurized irrigation connection, a boiler, a pressurized industrial process, elevation differences, air or steam pressure, use of booster pumps, or any other source of pressure.

**Backsiphonage** - a form of backflow due to a reduction in system pressure ~~that which~~ causes a sub-atmospheric pressure to exist at a site in the water system.

**Certified Backflow Technician** - an individual that has successfully completed a Division of Drinking Water approved backflow certification course with a written and practical examination and has maintained this certification in accordance with R309-305, Certification Rules for Backflow Technicians.

**User** - ~~the owner or operator of a non-City-owned plumbing system(s) having a service connection from the drinking water system~~

**Containment (Meter or Point of Connection Protection)** - the practice of installing approved backflow prevention assemblies/devices at the service connection of users to protect the public drinking water system from any backflow from the user's plumbing system.

**Contaminant** - any substance introduced into the public drinking water system which creates a threat to the public health such as poisoning, pathogenic organisms, or any other public health concern.

**Cross Connection** - any actual or potential connection between a potable water system and any other source or system through which it is possible to introduce into the public drinking water system any used water, industrial fluid, gas, or substance other than the intended potable water.

**Degree of Hazard** - ~~This is~~ the degree of threat to public health through a cross connection. ~~The two possible degrees are:~~

**Health Hazard** - ~~a hazard arising from a (eContaminant)~~ is something that will cause illness and possibly death;

**Non-Health Hazard** - a hazard arising from a Pollutant.

~~- Non-Health Hazard (pollutant) does not create a threat to public health but does adversely affect the esthetic qualities such as taste, smell and odor.~~

**Isolation (Plumbing Code Compliance)** - the practice of installing approved backflow prevention assemblies/devices at each point of cross connection or system outlet as required by Plumbing Code ~~and its amendments~~ as adopted by the State ~~of Utah and its amendments~~.

**Plumbing Code** - the International Plumbing Code, as adopted and amended by the State of Utah.

**Commented [BJ4]:** These two categories refer to already defined terms, but then define them in slightly different ways. Better to just refer to the other definition.

**Commented [BJ5]:** I'm assuming this is what was meant by tacking these two sentences on to the end of the definition.

**Non-Health Hazard (pollutant)** does not create a threat to public health but does adversely affect the esthetic qualities such as taste, smell and odor. **Pollutant** - any substance introduced into the public drinking water system ~~that~~which does not create a threat to the public health, but ~~that~~which does adversely and unreasonably affect the aesthetic quality of the water.

**Provo Water Resources** – the Provo City Division of Water Resources.

**Public Drinking Water System** – the Provo City Water Distribution System.

**Service Connection** - the terminal end of the City's drinking water system where the City transfers jurisdiction and sanitary control of the water. If a water meter is present, then the service connection exists at the downstream end of the meter.

**UPDWR** – the Utah Public Drinking Water Rules, as promulgated and amended by the state Drinking Water Board.

**User** - the owner or operator of a non-City owned plumbing system(s) having a service connection from the drinking water system.

#### 10.07.040 Prohibited Actions

(1) It ~~is shall be~~ unlawful at any place supplied with water from the ~~Provo City Water Distribution System~~public drinking water system to do any of the following:

(a) ~~a.~~ To install, maintain, or use any existing or potential physical connection or arrangement of piping or fixtures ~~that~~which may allow any fluid or substance other than potable water in the ~~Provo City Water Distribution System~~public drinking water system to come in contact with potable water in the ~~Provo City Water Distribution System~~public drinking water system, unless the water supply is protected as required by the Utah State Rules for Public Drinking Water Systems~~R~~, and the International Plumbing Code~~Plumbing~~ as adopted by the State of Utah~~Code~~, and this Chapter; any such cross connection now existing or hereafter installed is hereby declared unlawful and ~~must~~shall be immediately protected or eliminated; or

(b) To install any connection, arrangement, or fixtures without using a backflow prevention device or assembly designed to prevent a violation of Subsection (1)(a) of this ~~Section~~Chapter;

(c) To install any backflow prevention device or backflow prevention assembly without ~~Any such device or assembly must be approved for installation by the Provo City Division of Water Resources~~Provo Water Resources with respect to each application; or

(d) To install any backflow prevention device or assembly described in Subsection (1)(b) of this Chapter ~~which~~without meeting the requirements of ~~is not installed as required in the International Plumbing Code~~Plumbing as adopted by the State of Utah~~Code~~.

#### 10.07.050 Cross Connection Protection Determinations

(1) The control or elimination of cross connections, and the criteria for determining the degree of hazard, and prescribing appropriate levels of protection ~~must~~shall be in accordance with the International Plumbing Code~~Plumbing~~ as adopted by the State of Utah~~Code~~ and the Utah State Rules for Public Drinking Water

~~Systems~~UPDWR. Water service to any premises ~~is shall be~~ contingent upon the user providing appropriate cross connection control in accordance with this Chapter as determined necessary.

(2) ~~The Provo City Division of Water Resources~~Provo Water Resources ~~has retains~~ the authority ~~to make, as stipulated within this Chapter or through~~ individual determinations regarding necessary backflow prevention requirements ~~and, to institute more rigorous standards or mandates pertaining to backflow prevention measures~~ where circumstances dictate that is necessary to meet the purposes of this Chapter. Such standards may pertain to isolation or containment methods and may surpass the criteria outlined in the ~~International Plumbing Code~~Plumbing Code, ~~as adopted by the State of Utah~~. The determination of such requirements ~~may will~~ be based on various factors, including the nature of the business or type of connection, the level of associated hazards, and any history of non-compliance with regulatory directives.

(3) Determinations and enforcement ~~is shall be~~ the responsibility of ~~Provo City Division of Water Resources~~Provo Water Resources. Water service may be refused or terminated to any premises where an unprotected cross connection may allow contaminants or pollutants to backflow into the public drinking water system.

#### **10.07.060 Secondary Meter (Containment) Protection**

(1) Dual check valves, or any such backflow prevention device ~~as currently approved in the Provo City Standards for backflow prevention in meter boxes, are required as a secondary line of protection for the Provo City Water Distribution System~~public drinking water system. ~~As such, these~~ These devices are not considered a primary backflow prevention device or assembly as defined in outlined by this Chapter.

(2) Existing meters without secondary backflow prevention devices ~~must are subject to~~ be brought up to current Provo City Standards and replaced with meters containing backflow prevention devices or to have the existing meters retrofitted to include backflow protection devices. ~~Provo City is not responsible or liable for shall be held harmless against~~ any damages arising from the inherent risks of closed water systems and related thermal expansion downstream of backflow prevention.

#### **10.07.70 System (Containment) Protection**

The ~~e~~City reserves the right to require containment backflow protection for ~~an~~ entire Homeowners' Associations (HOA's) or at any junctions between private water lines and municipal water lines. The respective Homeowners' Association (HOA) or private utility owners ~~shall bears~~ the responsibility for all costs associated with the procurement and installation of backflow prevention devices or assemblies at locations designated by ~~the Provo City Division of Water Resources~~Provo Water Resources. It ~~is shall be~~ the responsibility of the HOA or private utility owners at any premises where backflow preventers are installed to have certified inspections, operational tests, and necessary repairs completed at the user's expense.

#### **10.07.080 Right of Entry**

(1) Officers and employees of Provo City, duly identified, ~~must shall~~ be granted access, during reasonable hours of the day, to all premises or buildings receiving drinking water from the ~~Provo City Water Distribution System~~public drinking water system. Such access is granted for the express purpose of conducting cross-connection hazard assessment surveys or any other examinations or tests deemed reasonably necessary for the enforcement of this Chapter.

(2) During cross-connection hazard assessment surveys, the owner or representative ~~is will be~~ required to accompany the City representative while on premises, and appropriate documentation will be conducted during the assessment.

The ~~use~~customer is responsible for all expenses resulting from an illegal or faulty cross connection, or modifications made to an existing backflow preventer.

(3) Water service may be refused or terminated, or maximum backflow protection may be required, to ~~any~~the premises where:

- (a) access to perform surveys is denied; ~~or~~
- a. (b) ~~U~~nprotected cross connections are located on the premises; ~~or~~
- (c) ~~b. a~~A backflow preventer is not installed, tested, and maintained as required by the UPDWR Utah State Rules for Public Drinking Water Systems, and the International Plumbing Code~~Plumbing~~ as adopted by the State of Utah Code, and this Chapter; or
- (d) ~~c. It has been found that a~~ backflow preventer has been removed or bypassed.

#### 10.07.090 Water User Responsibility

(1) Any user of water from the Provo City Water Distribution System~~public drinking water system~~, excluding Provo City, ~~must~~shall pay all costs of purchase and installation of backflow prevention devices or assemblies. It ~~is~~shall be the responsibility of the user at any premises where backflow preventers are installed to have certified inspections, operational tests, and necessary repairs completed at the user's expense.

#### 10.07.100 Backflow Assembly Testing and Reporting Requirements

(1) It ~~is~~shall be the ultimate responsibility of the user of water from the Provo City Water Distribution System~~public drinking water system~~ to furnish backflow assembly test reports to the ~~water purveyor~~.

**Commented [BJ6]: Does this mean the City?**

(2) Backflow prevention assemblies required by this Chapter ~~must~~shall be tested within ten (10) business days of installation, relocation, or repair and annually thereafter by a Certified Backflow t~~Technician~~ certified by the Utah Division of Professional Licensing. Backflow prevention assembly testing at more frequent intervals may be required, ~~as and the determination of such requirements will be made by the Provo City Division of Water Resources~~Provo Water Resources. Backflow assembly test reports with a status of "Passed" ~~must~~shall be furnished to the Provo City Division of Water Resources~~Provo Water Resources~~ within (30) calendar days of testing; ~~b~~ Backflow assembly test reports with a status of "Failed" ~~must~~shall be furnished within five (5) business days of testing.

(3) If the assembly fails installation requirements described or has a testing status of "Failed", the user must arrange repairs with the manufacturer's specified parts, in accordance with the manufacturer's suggested procedure, or have the assembly replaced with the same type of backflow assembly. Following repairs or replacement, the assembly ~~must be~~is to be tested again, within ten (10) business days to verify that it is meeting performance standards and has the status of "Passed".

(4) Submitted~~s~~ of test reports ~~must~~shall follow ~~adhere to~~ the formats approved by the Provo City Division of Water Resources~~Provo Water Resources~~.

#### 10.07.110 Responsibilities

(1) Responsibility: Drinking Water Purveyor~~City~~

(a) ~~a.~~ Provo City ~~is~~shall be responsible for the protection of the public drinking water ~~distribution~~ system against foreseeable conditions leading to the possible contamination or pollution of the

public drinking water system due to the backflow of contaminants or pollutants into the drinking water supply.

(b) Drinking water system surveys/inspections of the user's water distribution system(s) will shall be conducted or caused to be conducted by individuals deemed qualified by and representing Provo City Division of Water Resources. Survey records must shall indicate compliance with the Utah State Rules for Public Drinking Water Systems UPDWR and the International Plumbing Code Plumbing as adopted by the State of Utah Code. All such records will be maintained by Provo City Division of Water Resources.

(2) (2) Responsibility: User

a.(a) Any user must ~~to~~ comply with this Chapter as a term and condition of connection to, and the continued supply of, water from the public drinking water system. ~~supply and user's acceptance of service is deemed to show~~ admittance of user's ~~their~~ awareness of their user's responsibilities as a water system user.

b.(b) It shall be the responsibility of the user to purchase, install, and arrange testing and maintenance of any backflow prevention device/assembly required to comply with this Chapter. Failure to comply with this Chapter shall constitute grounds for discontinuation of service.

(3) (3) Responsibility: Code Official

a.(a) The plumbing official's responsibility to enforce the applicable sections of the plumbing code begins at the point of service (downstream or user side of the meter) and continues throughout the length of the user's water system.

**Commented [BJ7]:** Who is this? And why does it say "Code Official" in the title, but "plumbing official" in the text?

b.(b) The plumbing official will review all plans to ensure that unprotected cross connections are not an integral part of the user's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention device/assembly, in accordance with the International Plumbing Code Plumbing as adopted by the State of Utah Code.

(4) (4) Responsibility: Certified Backflow Technician, Surveyor, or Repair Person

Whether employed by the user or a utility to survey, test, repair, or maintain backflow prevention assemblies, any the Certified Backflow Technician, Surveyor, or Repair Person has ~~will have~~ the following responsibility ~~ies~~ to:

a.(a) Ensure that acceptable testing equipment and procedures are used for testing and repairing backflow prevention assemblies; ~~and~~

b.(b) Record all testing and repairs and submit report forms to the user and the City ~~water~~ ~~purveyor~~ within 30 days of work performed; ~~and~~

c.(c) Report to the City ~~water~~ ~~purveyor~~ of any failed backflow assembly test within 5 days of work performed; ~~and~~

d.(d) Ensure that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired; *and*

e.(e) Refrain from modifying the design, material, or operational characteristics of the assembly during testing, repair, or maintenance, in accordance with legal obligations; *and*

f.(f) Perform all tests of the mechanical devices/assemblies and assume responsibility for the competence and accuracy of all tests and reports; *and*

g.(g) Ensure the Backflow Technician license is current, and the testing equipment being used is in proper operating condition and gauge calibrated in the past 12 months; *and*

h.(h) *Being* equipped with, and competent to use, all necessary tools, gauges, and other equipment necessary to properly test, and maintain backflow prevention assemblies.

#### 10.07.120 Backflow Preventer Installation

(1) In the case of a user requiring backflow prevention assembly installation, repair, or relocation, the task must shall be performed by individuals holding the appropriate licensure from the Utah Division of Professional Licensing.

(2) An approved backflow preventer must shall be installed on the service line of the identified user's water system, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line. The type of backflow preventer assembly or device installed at this point of containment will shall be determined by the Provo City Division of Water ResourcesProvo Water Resources. In accordance with the International Plumbing CodePlumbing, as adopted by the State of Utah, Code, this Chapter acknowledges the potential requirement for additional backflow preventer assemblies or devices for isolation, and installation of; such necessity may also be requiredmandated by this Chapter. It is provided, however, that the determination of the minimum containment protection in all instances shall rests with in the purview of the Provo City Division of Water ResourcesProvo Water Resources.

(3) Backflow prevention assemblies must shall be installed with 12 inches of surrounding clearance; and safely and readily accessible to Certified Backflow Technicians, Repair Persons, and the CityWaterPurveyor. No backflow prevention assemblies may shall be installed so as to create a safety hazard: (i.e., installation over an electrical panel, steam pipes, boilers, or other unsafe location).

(4) Backflow assembly test reports for all new installations must are to be submitted to the Cross Connection Control Coordinator within ten (10) days of installation. In instances involving backflow assemblies for irrigation systems installed outside of the seasonal period, backflow assembly test reports must be submitted within ten (10) business days following the commencement of water flow for the season.

**Commented [BJ8]:** Isn't this just a Certified Backflow Technician as defined in the Chapter?

#### 10.07.130 Approval of Backflow Assemblies in New Construction

Prior to signing the Certificate of Occupancy, For new construction, the Public Works Department will not consider the installation of assemblies to be complete, and will not sign the Certificate of Occupancy, until:

(a) *a-t*The installation has been inspected by the Cross Connection Control Coordinator or otherwise duly qualified Provo City employee and deemed acceptable based on the manufacturer's installation criteria; *and*

(b) b-~~the~~ Backflow assembly ~~has been~~ is tested by a Certified Backflow Technician and has a status of "Passed"; and

(c) a e-Backflow assembly information, in the form of a test report ~~has been~~ is submitted to the Provo City Cross Connection Control Coordinator for official recordkeeping.

#### 10.07.140 Recordkeeping

~~The Provo City Division of Water Resources~~ Provo Water Resources ~~is~~ will be responsible to maintain for the maintenance of records pertaining to Cross Connection Control Surveys and backflow preventer assembly test reports. These records ~~will~~ are to be stored electronically with appropriate security measures determined by the Division, establishing them as the official documentation.

**Commented [BJ9]:** How does this happen? Is this part of the UPDWR?

**Commented [BJ10]:** What does this mean? That the security measures somehow make the documentation official? Or is this simply saying the surveys and test reports are official? What does "official documentation" even mean?

#### 10.07.150 Notification of Violation

(1) The installation, maintenance, or use of unprotected cross connections ~~is~~ shall constitute a direct violation of this Chapter. Furthermore, failure to submit mandated backflow assembly test reports as stipulated by this Chapter ~~is~~ shall also be considered a violation.

(2) When the Provo City Cross Connection Control Coordinator finds that a user has violated, or continues to violate, any provision of this Chapter, the Provo City Cross Connection Control Coordinator may serve upon that user a written notice of violation. Within ten (10) days of receipt of such notice, the violation must be fully rectified. Corrective action ~~does not~~ in no way relieves the user of liability for any violations occurring before ~~correction of~~ or after receipt of the notice of the violation. Nothing in this Chapter ~~shall~~ limits the authority of the City Cross Connection Control Coordinator to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

#### 10.07.160 Termination or Refusal of Water Services

(1) Provo City ~~Division of~~ Water Resources may deny or immediately discontinue service to the premises ten (10) days after notification of deficiencies, excepting that water service may be discontinued immediately if an immediate threat to the water supply exists, by providing a physical break in the service line.

(2) Restoration of water service ~~is~~ will be contingent upon the correction of the specified conditions or defects, as determined by Provo City ~~Division of~~ Water Resources, and subject to payment of all applicable fees, including, but not limited to, noncompliance fees, service shut-off fees, and service restoration fees as shown on the Consolidated Fee Schedule ~~adopted by the Municipal Council~~.

#### 10.07.170 Civil Penalties

(1) Any user who has violated, or continues to violate, any provision of this Chapter, or any cross-connection standard or requirement ~~is~~ shall be civilly liable to Provo City, and to third persons other than Provo City, for all damage proximately caused by ~~the~~ said violation.

(2) In the event that a user discharges ~~such~~ pollutants or contaminants ~~that~~~~which~~ cause Provo City to be fined by the EPA, local health department, or the State of Utah for such violations, ~~then~~ such user ~~is~~ shall be fully liable for the total amount of ~~such~~ the fines and civil penalties assessed against Provo City ~~by~~ the EPA, local health department, or the State of Utah and administrative costs incurred.

(3) The Provo City Cross-Connection Control Coordinator may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damage incurred by Provo City.

**Commented [BJ11]:** This seems redundant to (1). Is it intended to mean something different?

(4) In determining the amount of civil liability, the Court ~~must~~ shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(5) Filing a suit for civil penalties ~~is~~ shall not be a bar against, or prerequisite for, taking any other action against a user.

#### 10.07.180 Remedies Nonexclusive

The remedies provided for in this Chapter are not exclusive. The Provo City Cross-Connection Control Coordinator may take any, all, or any combination of ~~these~~ actions described in this Chapter against a noncompliant user. Enforcement of cross connection violations will generally be in accordance with Provo City's enforcement response plan. However, the ~~City~~ Provo City Cross-Connection Control Coordinator may take other action against any user when the circumstances warrant. Further, the Provo City Cross-Connection Control Coordinator ~~may~~ is empowered to take more than one (1) enforcement action against any noncompliant user.

**Commented [BJ12]:** What's this?

#### 10.07.190 Charges and Fees

The City may adopt charges and fees ~~in as shown on the Consolidated Fee Schedule adopted by the Municipal Council, which may include~~ing:

- (1) Fees for noncompliance;
- (2) Fees for backflow test report submittals;
- (3) Fees for review and response to backflow incidents;
- (4) Fees to recover administrative and legal costs associated with the enforcement activity taken by the Provo City Cross-Connection Control Coordinator to address noncompliance; and
- (5) Other fees as the City may deem necessary to carry out the requirements contained herein.

#### 10.07.200 Severability

If any provision, paragraph, word, section, or article of this Chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

#### 10.07.210 Conflict

All other Chapters and parts of the Provo City Code or other City Chapters inconsistent with or conflicting with any part of this Cross-Connection Control Chapter are hereby repealed to the extent of such inconsistency or conflict.

#### 10.07.220 Effective Date

This Chapter shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

**Commented [BJ13]:** All of this is in the boilerplate at the end of the approving ordinance. We don't usually put it into the code itself.

# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** MDAYLEY  
**Department:** Recorder  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** Utah State Legislature 2024 Recap (24-056)

**RECOMMENDATION:** Presentation only

**BACKGROUND:** tbd

**FISCAL IMPACT:**

**PRESENTER'S NAME:** Isaac Paxman, Deputy Mayor

**REQUESTED DURATION OF PRESENTATION:** 30 minutes

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

**CITYVIEW OR ISSUE FILE NUMBER:** 24-056

# PROVO MUNICIPAL COUNCIL

## STAFF REPORT



**Submitter:** RBREEN  
**Department:** Council  
**Requested Meeting Date:** 06-18-2024

**SUBJECT:** Neighborhood District Program Updates

**RECOMMENDATION:** Present to the City Council the results of a community survey; give the City Council recommendations on developers notifying residents of neighborhood meetings and Provo City Code 2.29.070; request input from the City Council on the selection of Neighborhood District Executive Board members.

**BACKGROUND:** During the Council Meeting on January 23rd, 2024, changes were made to the Neighborhood Program. These adjustments were made to enhance the effectiveness and inclusivity of neighborhood governance and community engagement. At that meeting, the Council Office was tasked with providing recommendations on various topics and to administer a community survey regarding the Neighborhood Program.

**FISCAL IMPACT:** None

**PRESENTER'S NAME:** Rachel Breen, Neighborhood District Program Coordinator

**REQUESTED DURATION OF PRESENTATION:** 30 minutes

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

**CITYVIEW OR ISSUE FILE NUMBER:**



**WELCOME HOME**

**Neighborhood District Program Amendments  
Chapter 2.29**

# Developer Notifications

Old Goal: Increase attendance by reinstating developers notifying residents of Neighborhood District Meetings.

Average Meeting Attendance 2023	Average Meeting Attendance 2024
District 1 = 29	District 1 = 79
District 2 = 23	District 2 = 42
District 3 = 14	District 3 = 34
District 4 = 43	District 4 = 37
District 5 = 25	District 5 = 41
<b>Total 2023 average mtg attendance = 27</b>	<b>Total 2024 average mtg attendance = 47</b>



# Developer Notifications

- New Goal: Encourage residents to attend the Planning Commission and City Council hearings (nearby residents already receive mailed notifications for these meetings).
- Neighborhood District Executive Board Members should be the ones to encourage residents to attend Neighborhood District and public meetings (flyers, signs, individual neighborhood meetings).
- Development Services: This is a hardship on developers and will discourage them from attending Neighborhood District meetings.



# Fee Waivers

- Development Services' Bill Peperone and Aaron Ardmore couldn't give examples of a Neighborhood needing to apply for an amendment in 15+ years besides Foothill ADU & Lakewood Park applications.
- Neighborhoods can ask for amendments to be sponsored by the City Council or Development Services, which is essentially a fee waiver.



# Elections vs Appointments

- The survey shows that 48% of residents want Executive Board Members to be elected.
- Executive Board Members are split between being appointed by the Council, being elected by residents, or having some elected and some appointed (BYU, Downtown, Joaquin).
- **Councilors – how do you want the Neighborhood District Executive Board Members selected?**



# Survey Report

Please see supporting documents for full survey results.

- Survey open March 11, 2024-May 15, 2024.
- Available to all Provo residents (265 responses).
- Advertised on social media, provo.org website, utility bill mailer, Neighborhood District newsletter emails.
- Keep meetings on Wednesdays at 6:00 PM.
- Continue quarterly District meetings at City Hall (Zoom) with optional Neighborhood meetings.
- Focus on City items.
- Preference for electing board members.



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# PROVO CITY MUNICIPAL COUNCIL

## Staff Memorandum

Rachel Breen, Neighborhood District Program Coordinator; David Pyle, Council Office Intern



## Neighborhood District Program Updates

June 5, 2024

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During the Council Meeting on January 23rd, 2024, changes were made to the Neighborhood Program. These adjustments were made to enhance the effectiveness and inclusivity of neighborhood governance and community engagement. Below is a summary of what occurred during the last meeting on this topic.

### CODE CHANGES

Several adjustments to the Neighborhood Program's framework were made to enhance the functionality. Firstly, the restriction on the maximum number of Neighborhood District Executive Board Members was eliminated, with each neighborhood now permitted to have up to two representatives on the board, effective January 2025. Additionally, board members are now allowed to serve consecutive terms upon re-appointment, ensuring continuity and experience within the leadership.

Several adjustments were made to the program's terminology. The term 'communication' was replaced with 'endorsement' to clarify titles concerning political or commercial activities. Additionally, 'motions' have been updated to 'opinion polls' regarding official recommendations to the Council. Matching grant funds were increased from \$5,000 to \$7,500 per district per year to provide greater support for community initiatives and projects. To optimize geographical and demographic alignment within the districts, two neighborhoods were relocated to different districts. The Pleasant View Neighborhood moved to Neighborhood District 1, and the University Neighborhood moved to Neighborhood District 5.

### POLICY CHANGES

Policy changes were implemented to streamline operations and enhance community engagement. Notably, a single Mayor's meeting for all Districts was introduced, with the aim to increase efficiency and foster coordination and communication between local authorities and neighborhood representatives. District meetings were rescheduled to Wednesdays at 6:00 PM, offering a more accessible time slot for City Staff to engage with the community. Additionally, meetings now include food from local restaurants, promoting community businesses and fostering local pride.

To enhance board members' competency, two training sessions were scheduled for January 10th and September 18th. Matching Grants service hour rates were increased from \$10 to \$15, aiming to incentivize community involvement. The meeting structure was also revamped, with quarterly Neighborhood District meetings supported by optional neighborhood gatherings, providing

additional opportunities for community interaction and feedback. On the advice of the Council, we are holding five social events at various city parks this summer featuring a Q&A with the City Council, along with food and music.

## **RECOMMENDATIONS REQUESTED**

The Council Office was tasked with providing recommendations on various topics and to administer a community survey regarding the Neighborhood Program.

## **RECOMMENDATIONS**

The Council Office recommends the following:

- Do not proceed with requiring developers to notify the public of Neighborhood District meetings discussing zone changes or General Plan Map amendments
- Eliminate Provo City Code 2.29.070 regarding Neighborhood District fee waivers
- Request input from the City Council on the selection of Neighborhood District Executive Board Members.

## **DEVELOPER NOTIFICATIONS**

The Council Office recommends against the reinstatement of the requirement for developers to notify the public of neighborhood district meetings discussing zone changes or general plan amendments for the following three reasons:

1. **New Goal Emphasis:** The old goal was to increase meeting attendance. Neighborhood District meeting attendance has almost doubled from 2023 to 2024. Our current goal is to encourage residents to attend Planning Commission and City Council hearings. Notifications for these meetings are already sent to nearby residents, ensuring adequate public awareness. Reinstating the developer notification requirement for neighborhood district meetings may dilute our efforts to prioritize attendance at higher-level hearings where decisions are ultimately made, and public comment is needed.
2. **Responsibility of Neighborhood District Executive Board Members:** It is essential to leverage the existing structure of Neighborhood District Executive Boards to encourage resident attendance at neighborhood district and public meetings. These boards are in a prime position to disseminate information effectively through various channels such as flyers, signs, and individual neighborhood meetings. The boards are encouraged to promote community engagement which helps streamline the communication process without burdening developers.
3. **Impact on Development Services:** Requiring developers to notify the public of neighborhood district meetings imposes an additional administrative burden and may act as a deterrent to their attendance. This could potentially hinder constructive dialogue

between developers and the community, impeding the collaborative planning process. Maintaining a developer-friendly environment is crucial for fostering a positive relationship and encouraging sustainable development within our city.

While the intention behind reinstating the developer notification requirement is understandable, we believe that the proposed approach may not align with our current goals and could have unintended consequences of residents attending the Neighborhood District Meeting and not the Planning Commission and City Council hearings. Instead, we recommend focusing on empowering Neighborhood District Executive Boards and maintaining developer-friendly policies to promote community engagement and streamline the planning process.

## **FEES WAIVERS**

Following discussions with Development Services and an evaluation of the current provisions allowing fee waivers for neighborhood district amendments, the Council Office recommends the repeal of this section of the code for the following two reasons:

1. **Lack of Recent Use:** Development Services has confirmed that there have been no instances of neighborhoods needing to apply for amendments under this provision in over 15 years, apart from the Foothill Multiple Property ADU and Lakewood Park zone change applications. This lack of utilization suggests that the provision may be unnecessary or obsolete.
2. **Alternative Mechanisms:** Neighborhoods have alternative avenues to propose amendments without the need for fee waivers. They can request sponsorship from the City Council or Development Services for amendments, effectively achieving a similar outcome to a fee waiver. This streamlined process ensures that neighborhoods can still propose amendments without the administrative complexities associated with fee waivers.

Repealing the provision allowing fee waivers for neighborhood district amendments eliminates a redundant and complex section of the code while ensuring that neighborhoods retain the ability to propose amendments through alternative means.

## **BOARD MEMBER SELECTION**

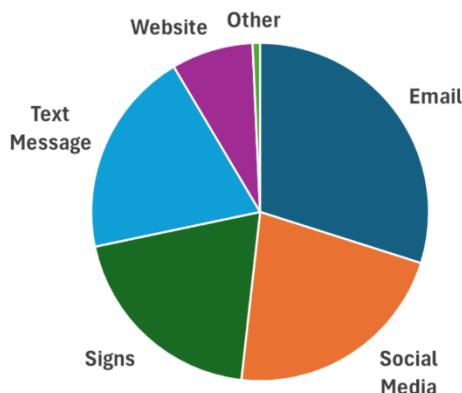
Survey results show many residents want to elect members of their Executive Boards, while current Executive Board members are split between wanting board members to be appointed, elected, and a combination of the two (elect standard board members and appoint special board members – University, Downtown, Joaquin). Taking this into account, members of the Council should explore what, if any, changes they wish to make to the Neighborhood District Program, including the decision to select Executive Board members by appointment or election.

## SURVEY REPORT

A survey regarding the Neighborhood District Program was distributed by Council Office staff to the citizens of Provo regarding the Neighborhood Program. We received 265 replies from residents of 27 of the city's 34 neighborhoods. Responses to the survey revealed the following results:

1. **Communication:** Most respondents prefer electronic forms of communication (email, social media, text) regarding Neighborhood District meetings. A significant portion would also like to see signs posted around neighborhoods to inform them of meetings. We plan to continue emailing newsletters, posting information on social media and the Provo City website and having Development Services mail out postcards about public meetings.

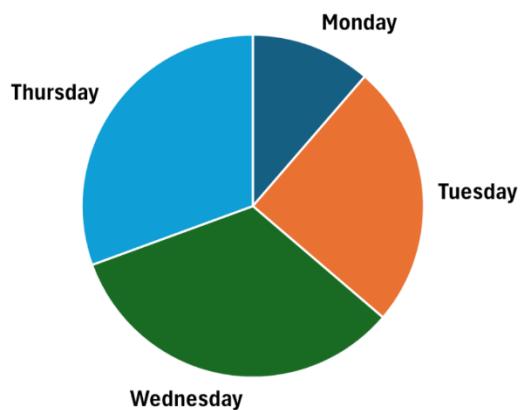
**Preferred Communications**



**Plan of Action:** Continue emailing newsletters, posting on Facebook and on the website, have board members put out signs, and have Development Services mail out postcards.

2. **Meeting Day:** A slight majority of survey respondents said they prefer to hold Neighborhood District meetings on Wednesdays. We will continue to hold meetings on Wednesday, which is the optimal meeting day for city staff who are often requested to make presentations to residents.

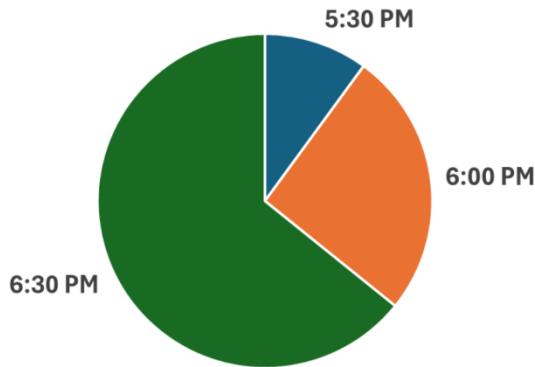
**Preferred Meeting Day**



**Plan of Action:** Continue meetings on Wednesday, which are best for city staff and residents.

3. **Meeting Time:** Most respondents prefer to meet later in the evening; however, this is a hardship for city staff who attend the Neighborhood District meetings. For this reason, we plan to hold district meetings at 6:00, with city staff presentations first, developer presentations second, with neighborhood concerns and public comment last.

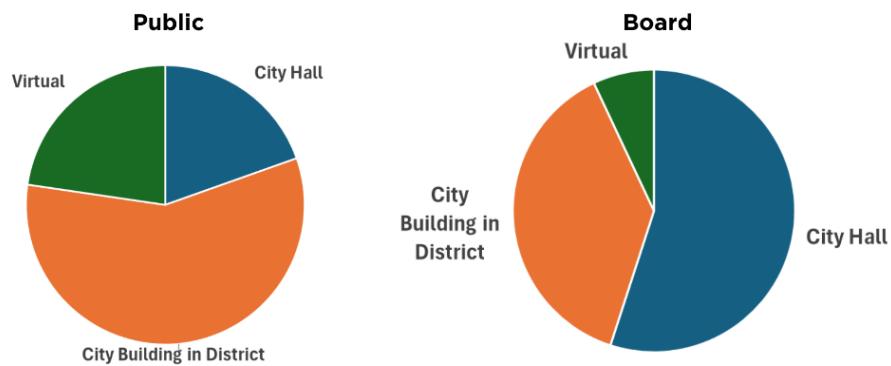
**Preferred Meeting Time**



**Plan of Action:** Continue meetings at 6:00 PM, which is best for city staff, with developer presentations starting at 6:30 PM or later.

4. **Meeting Location:** Most residents prefer to attend Neighborhood District meetings within their own communities. Since Executive Board members appreciate the city staff presentations, they prefer to meet at City Hall. We will continue to hold District Meetings at City Hall with a Zoom option, and encourage Executive Board members to hold neighborhood meetings in their own areas between the quarterly District meetings – a majority of residents prefer to attend Neighborhood District meetings quarterly.

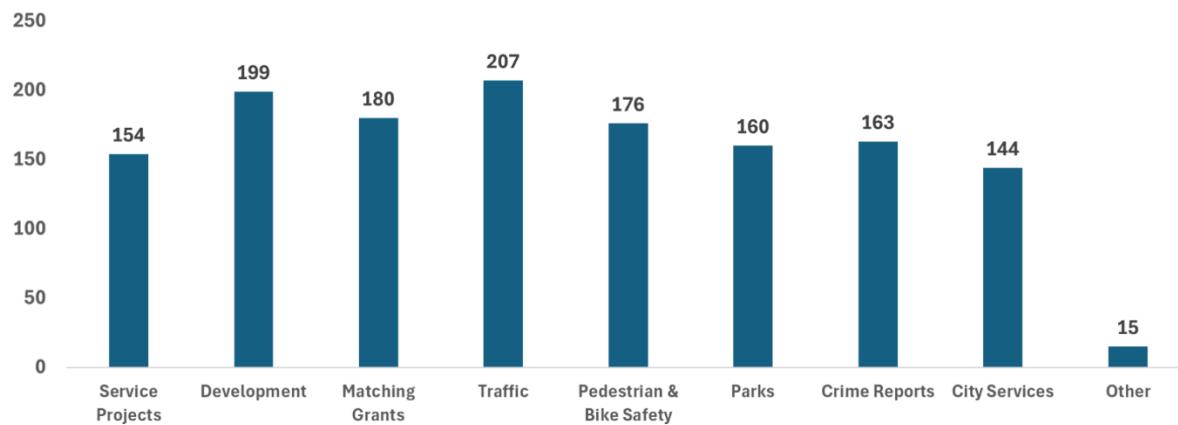
**Preferred Meeting Location**



**Plan of Action:** Continue District Meetings at City Hall, covering mostly City items, with optional neighborhood meetings.

5. **Meeting Topics:** The preferred topics for Neighborhood District meetings include traffic concerns, development, and matching grants, with other topics (pedestrian & bike safety, crime, parks) following closely behind. We plan to keep Neighborhood District Meetings centered mainly on city items, with local community ideas to be discussed at optional neighborhood meetings.

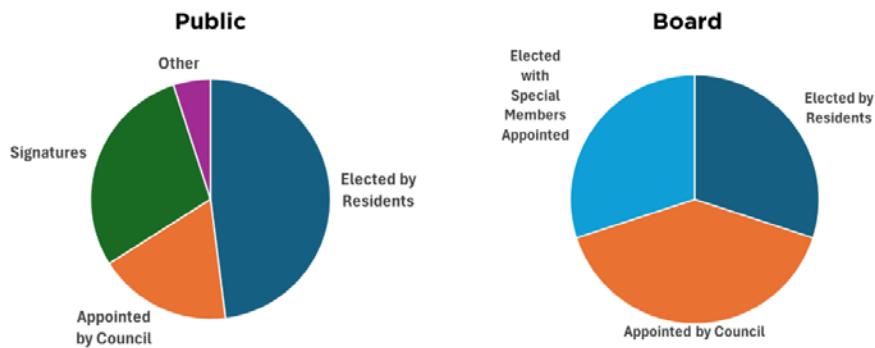
## Preferred District Meeting Discussions



**Plan of Action:** Continue quarterly District Meetings, covering mostly City items, with optional neighborhood meetings.

6. **Selection of Board Members:** Most residents prefer electing Executive Board members. The Executive Board members are split between election, a combination of election and appointment, and appointment. We are asking the City Council for their views on board member selection.

## Preferred Method of Selecting Board Members



## APPENDIX

### Survey Questions:

1. Provo residents only – Thank you for taking this 5-minute survey about the Neighborhood District Program. Provo is divided up into 34 neighborhoods. Do you know which neighborhood you live in?
  - a. No
  - b. Yes (which neighborhood?)
2. Have you heard of Provo's Neighborhood District Program?
  - a. No
  - b. Yes
3. The Neighborhood District Program is a great way for Provo residents to work together to improve their community and to communicate with the City Council and Provo City Staff. What are the best ways to be informed of when your Neighborhood District is having a meeting? (check all that apply):
  - a. Email
  - b. Text Message
  - c. Social Media
  - d. Signs around the neighborhood
  - e. Provo City Website
  - f. Other (fill in the blank)
4. What is the best day of the week for you to attend a Neighborhood District Meeting?
  - a. Monday
  - b. Tuesday
  - c. Wednesday
  - d. Thursday
5. What is the best time of day for you to attend a Neighborhood District meeting?
  - a. 5:30 PM
  - b. 6:00 PM
  - c. 6:30 PM
6. What is the best location for you to attend a Neighborhood District meeting?
  - a. Provo City Hall
  - b. City building in my District (Library, Rec Center, Fire House, etc.)
  - c. Other building in my District (school, private home, HOA clubhouse, etc.)
  - d. Virtual (Zoom)
  - e. Other (fill in the blank)
7. How often should Neighborhood District meetings be held?
  - a. Every month (6 times a year)
  - b. Quarterly (4 times a year)
  - c. Other (fill in the blank)
8. What do you want to discuss at Neighborhood District meetings? (check all that apply)
  - a. Service projects to improve my community
  - b. Feedback to developers proposing zone changes in my area
  - c. Deciding where grant money should be spent to beautify my District
  - d. Traffic concerns (speeding, dangerous intersections, traffic signals, etc.)
  - e. Pedestrian & bike safety (sidewalks, crosswalks, safe routes to school, bike lanes, etc.)
  - f. Parks (amenities, off-leash dog areas, etc.)
  - g. Learning about city services (down payment assistance, recycling, tree giveaways, emergency communications, etc.)

h. Other (fill in the blank)

9. Provo has 5 districts, with each district made up of 5-9 neighborhoods. Each neighborhood is represented by 1-2 Provo residents who volunteer their time as Neighborhood District Executive Board Members. The board members communicate with their neighbors and ensure their concerns are heard at Neighborhood District meetings. How do you think the Neighborhood Executive Board Members should be chosen?

- Fill out an application, ask for feedback from neighbors, then be approved by the City Council
- Be elected at a Neighborhood District meeting
- Collect signatures of 50 neighbors to be put on the ballot for a Neighborhood District meeting election
- Other (fill in the blank)

10. Almost done! Please answer confidential demographic questions to help tailor our communications and services to better meet the needs of our community. All demographic questions are optional. How old are you?

- Under 18
- 18 – 24
- 35 – 44
- 45 – 54
- 55 – 64
- 65 – 74
- 75 – 84
- 85 or older

11. What is the highest level of education you have completed?

- Some high school or less
- High school diploma or GED
- Some college, but no degree
- Associates or technical degree
- Bachelor's degree
- Graduate or professional degree (MA, MS, MBA, PHD, JD, MD, DDS, etc.)
- Prefer not to say

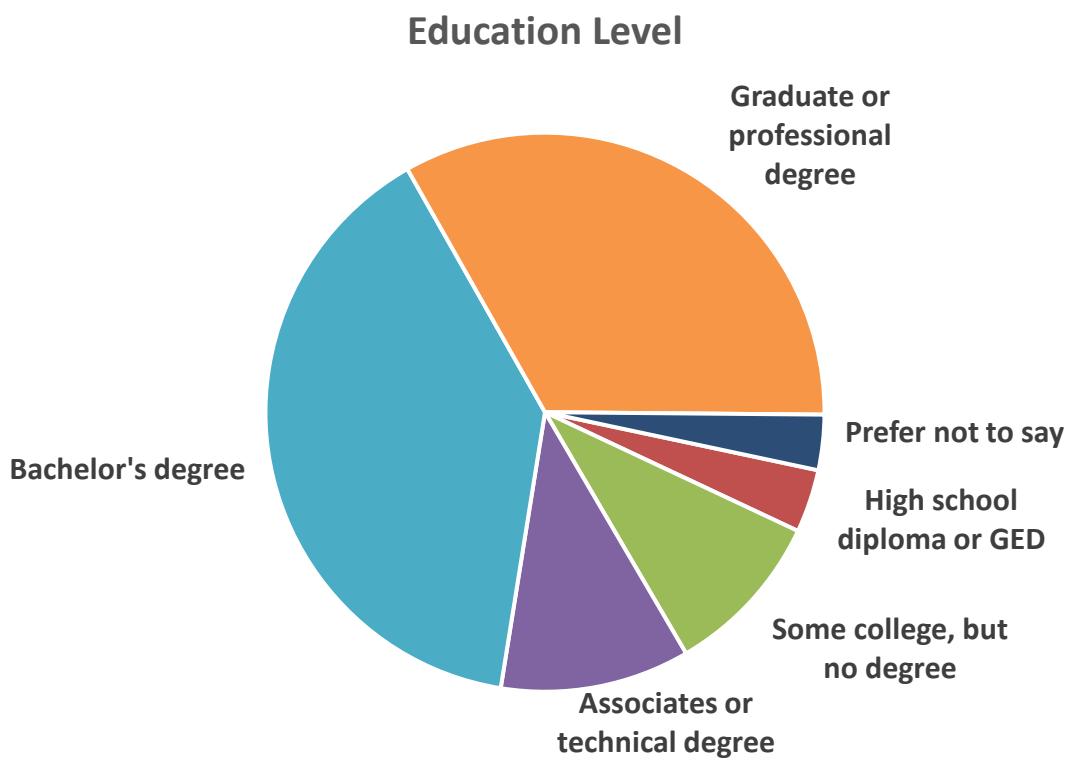
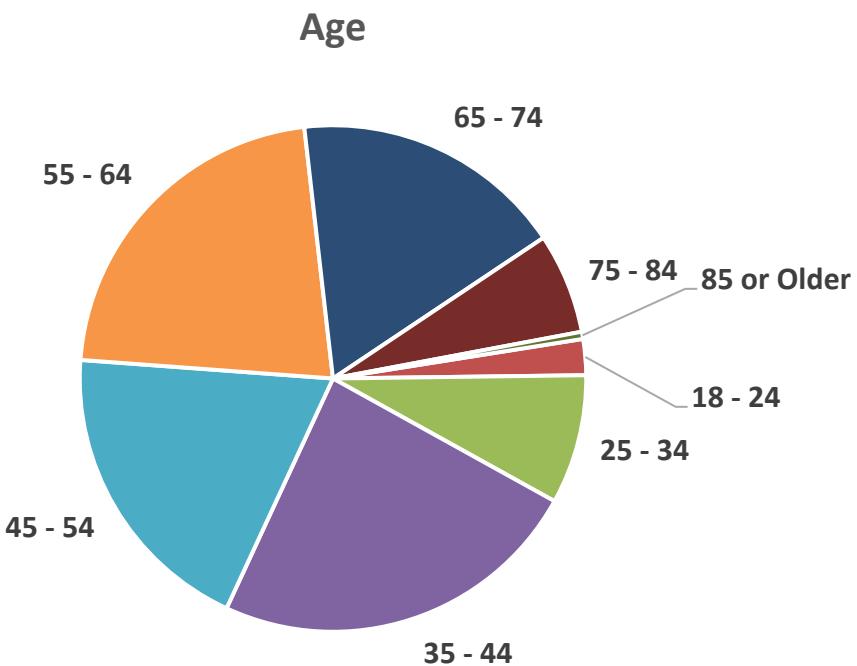
12. What was your household income before taxes during the past 12 months

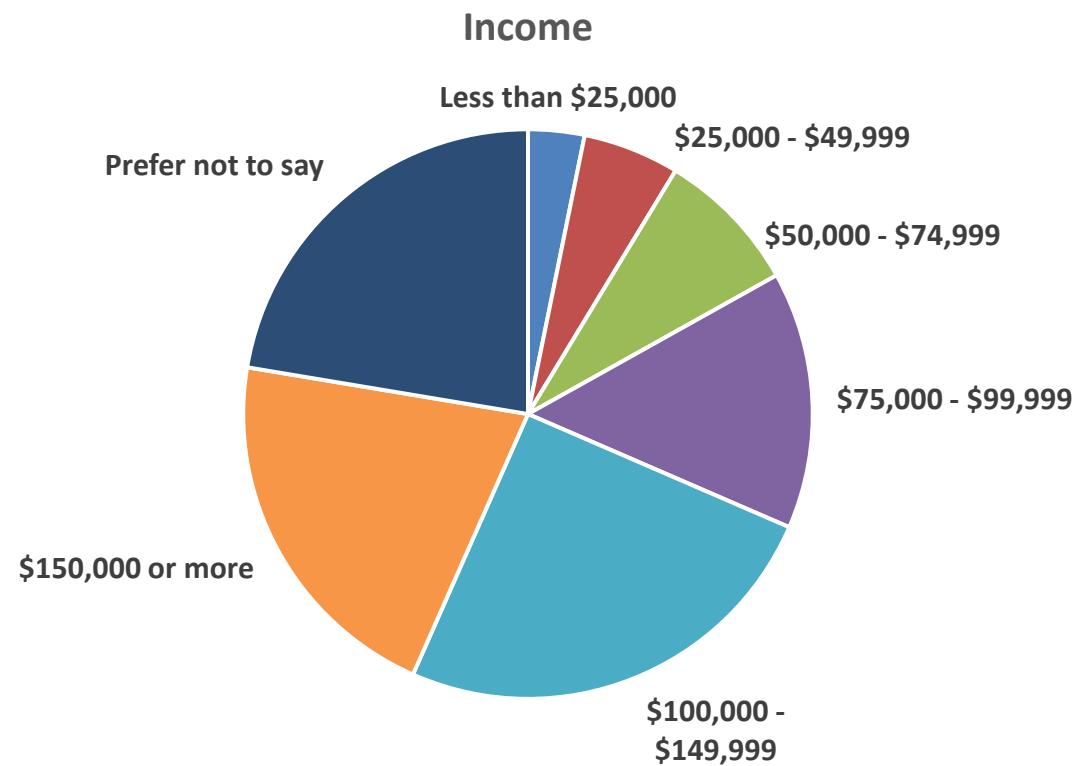
- Less than \$25,000
- \$25,000 - \$49,999
- \$50,000 - \$74,999
- \$75,000 - \$99,999
- \$100,000 - \$149,999
- \$150,000 or more
- Prefer not to say

13. What best describes your employment status over the last three months?

- Working full-time
- Working part-time
- Unemployed and looking for work
- A homemaker or stay-at-home parent
- Student
- Retired
- Other

### Survey Responder Demographics:

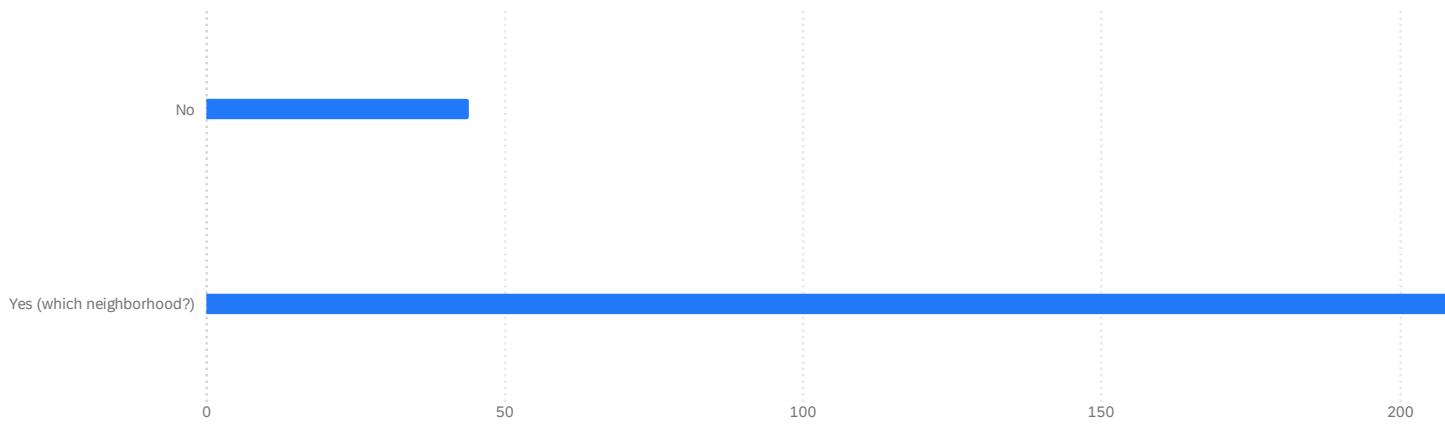




# Neighborhood District Program Survey / Page 1

Responses: 265

Provo residents only -- Thank you for taking this 5-minute survey about the Neighborhood District Program. Provo is divided up into 34 neighborhoods. Do you know which neighborhood you live in? 252 ⓘ



Provo residents only -- Thank you for taking this 5-minute survey about the Neighborhood District Program. Provo is divided up into 34 neighborhoods. Do you know which neighborhood you live in? 252 ⓘ

Q1 - Provo residents only -- Thank you for taking this 5-minute survey about the Neighborhood District Program. Provo is divided up into 34 neighborhoods. Do you know which neighborhood you live in? - Selected Choice

	Percentage	Count
No	17%	44
Yes (which neighborhood?)	83%	208

Provo residents only -- Thank you for taking this 5-minute survey about the Neighborhood District Program. Provo is divided up into 34 neighborhoods. Do you know which neighborhood you live in? 252 ⓘ

Provo residents only -- Thank you for taking this 5-minute survey about the...

Average

Minimum

Maximum

Count

No	1.00	1.00	1.00	44
Yes (which neighborhood?)	2.00	2.00	2.00	208

Rock canyon

Rock Canyon

Provo Bay

Spring Creek

Spring Creek

---

1

---

Lakeview south

---

Grandview north

---

District 2, Provost South

---

Lakeview South

---

Rivergrove

---

Grandview 4

---

Gandview

---

Grandview North

---

Edgemont

---

Edgemont

---

Carterville

---

Edgemont

---

Lakeshore

---

Provost South

---

Provost south

---

Grandview North

---

District 4

---

Lakeview South

---

Lakewood

---

Rivergrove

---

Lakeview south/north

---

#2

---

lakeview south

---

Pleasant View

---

Lakeview North

---

1

---

Dixon

---

Provost south

---

Edgemont

---

Timp

---

Grandview North

---

1

---

Grandview South

---

Spring Creek

---

2

---

Wasatch

---

Lakeview south

---

Lakewood

---

Provost

---

Juachin

---

5

---

3

---

provost south

---

Provost South

---

Provost South

---

carterville

---

South Grandview

---

North Timpview

---

Grandview South

---

Spring creek

---

Downtown

---

2

---

Caterville

---

Edgemont

---

Lakeview South

---

Grandview

---

District 4

---

2

---

Rivergrove

---

Lakeview North

---

Rock Canyon

---

Pleasant Viewq

---

Grandview south

---

Lakeshore South

---

Pleasant view

---

Pleasant View

---

Fort Hood

---

Lakeview North

---

Wasatch

---

Lakeview North

---

Provo Bay

---

Oak Hills

---

Rivergrove

---

Lakewood

---

Broadview Shores

---

Slate Canyon

---

Carterville

---

Fort utah

---

Provost South

---

Rock Canyon

---

Grandview north

---

sunset

---

FRANKLIN

---

Franklin

---

Rivergrove

---

Pleasant View

---

North park

---

Edgemont

---

North park

---

Rock canyon

---

Pleasant View

---

1

---

Lakeview North

---

Franklin

---

Fort Utah

---

Sherwood

---

5

---

North Park

---

Foothills

---

Edgemont

---

Edgemont

---

Joaquin

---

1

---

Franklin south

---

Edgemont

---

Lakeview south

---

North Park

---

2

---

Provo Bay

---

Provo Bay

---

Timp

---

Grandview north

---

4

---

3

---

4-Grandview

---

Grandview

---

Provost South

---

Oak Hills

---

lakeview south

---

Canyon Cove

---

Lakeview

---

South Franklin

---

Rock canyon

---

Rivergrove

---

Lakeshore

---

Wasatch

---

Oak Hills

---

Indian Hills

---

Grandview North

---

Grandview

---

Wasatch

---

Grandview south

---

Edgemont

---

Franklin

---

Grandview South

---

Edgemont

---

Edgemont

---

Provost South

---

Provost

---

Dixon

---

Timp

---

4

---

Joaquin

---

Foothills

---

Indian Hills

---

Indian Hills

---

Lakeview south

---

Osprey Point

---

Pleasant View

---

Dixon

---

Indian Hills

---

Oak Hills

---

Rock Canyon

---

Carterville

---

Edgemont

---

Maeser

---

Carterville

---

Edgemont

---

Provost South

---

Carterville

---

Joaquin

---

grandview south

---

Fort Utah

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Provo Bay

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Maeser

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Rivergrove

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Dixon

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Lakewood

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Rock Canyon

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2

---

Grandview South

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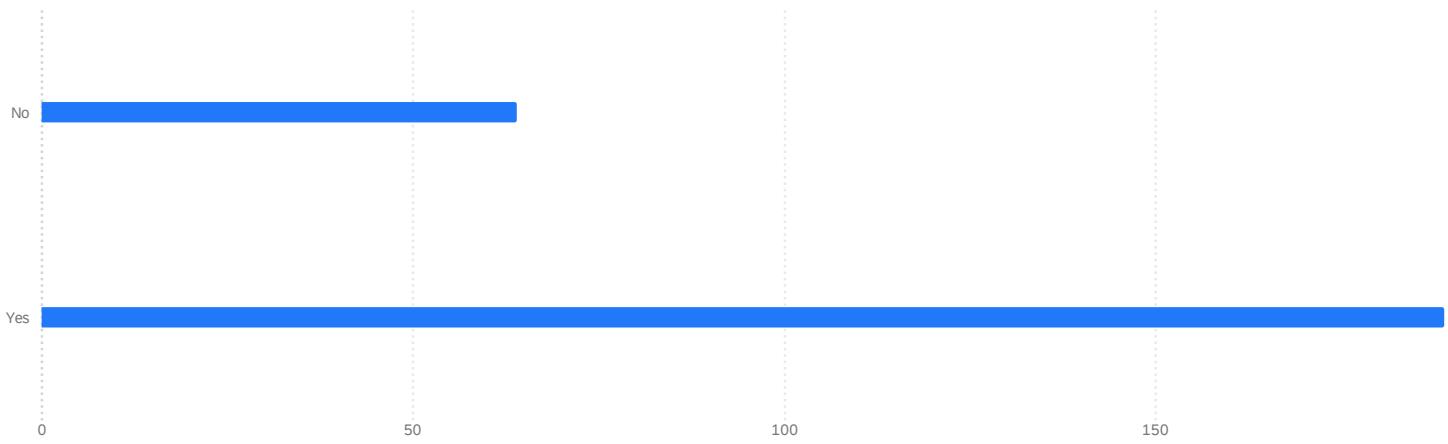
Rock Canyon

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North Park

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Have you heard of Provo's Neighborhood District Program? 253 ⓘ



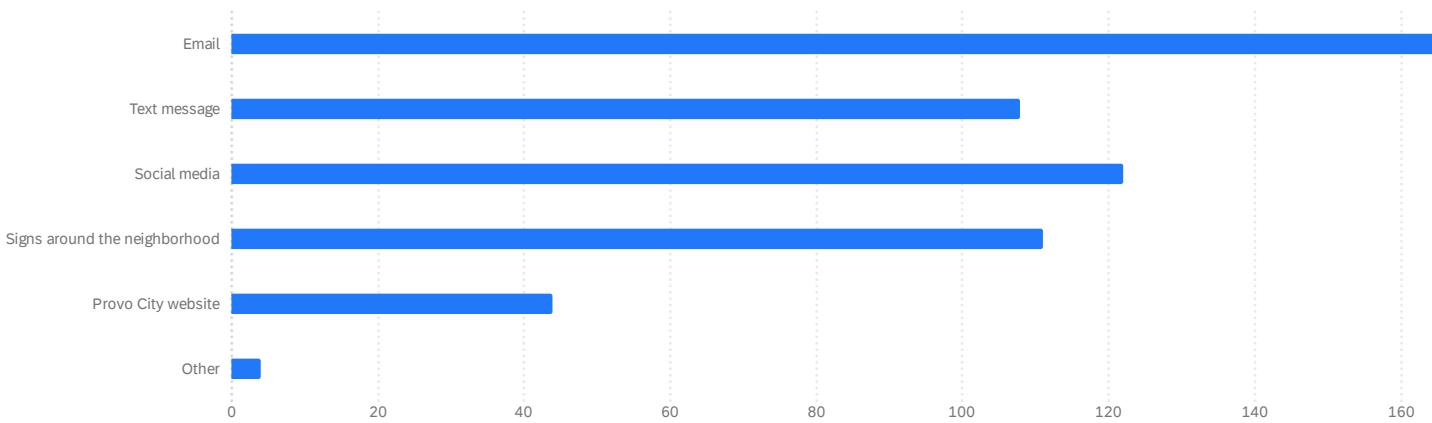
Have you heard of Provo's Neighborhood District Program? 253 ⓘ

Q2 - Have you heard of Provo's Neighborhood District Program?	Percentage	Count
No	25%	64
Yes	75%	189

Have you heard of Provo's Neighborhood District Program? 253 ⓘ

Have you heard of Provo's Neighborhood District Program?	Average	Minimum	Maximum	Count
No	1.00	1.00	1.00	64
Yes	2.00	2.00	2.00	189

The Neighborhood District Program is a great way for Provo residents to work together to improve their community and to communicate with the City Council and Provo City Staff. What are the best ways to be informed of when your Neighborhood District is having a meeting? (check all that apply) 230 ⓘ



The Neighborhood District Program is a great way for Provo residents to work together to improve their community and to communicate with the City Council and Provo City Staff. What are the best ways to be informed of when your Neighborhood District is having a meeting? (check all that apply) 230 ⓘ

Q3 - The Neighborhood District Program is a great way for Provo residents to work together to improve their community and to communicate with the City Council and Provo City Staff. What are the best ways to be informed of when your Neighborhood District is having a meeting? (check all that apply) - Selected Choice

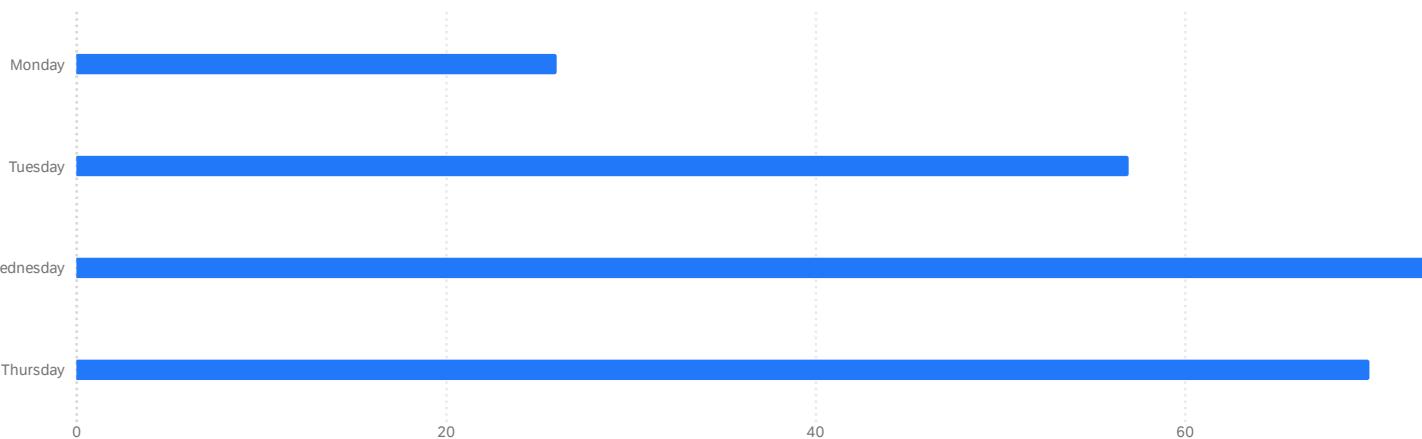
	Percentage	Count
Email	72%	166
Text message	47%	108
Social media	53%	122
Signs around the neighborhood	48%	111
Provo City website	19%	44
Other	2%	4

Flyers

Facebook Group

specifically signs and announcements on BYU campus, through the civic engagement program or other

What is the best day of the week for you to attend a Neighborhood District meeting? 226 ⓘ



What is the best day of the week for you to attend a Neighborhood District meeting? 226 ⓘ

Q4 - What is the best day of the week for you to attend a Neighborhood District meeting?

	Percentage	Count
Monday	12%	26

Q4 - What is the best day of the week for you to attend a Neighborhood District meeting?

Percentage

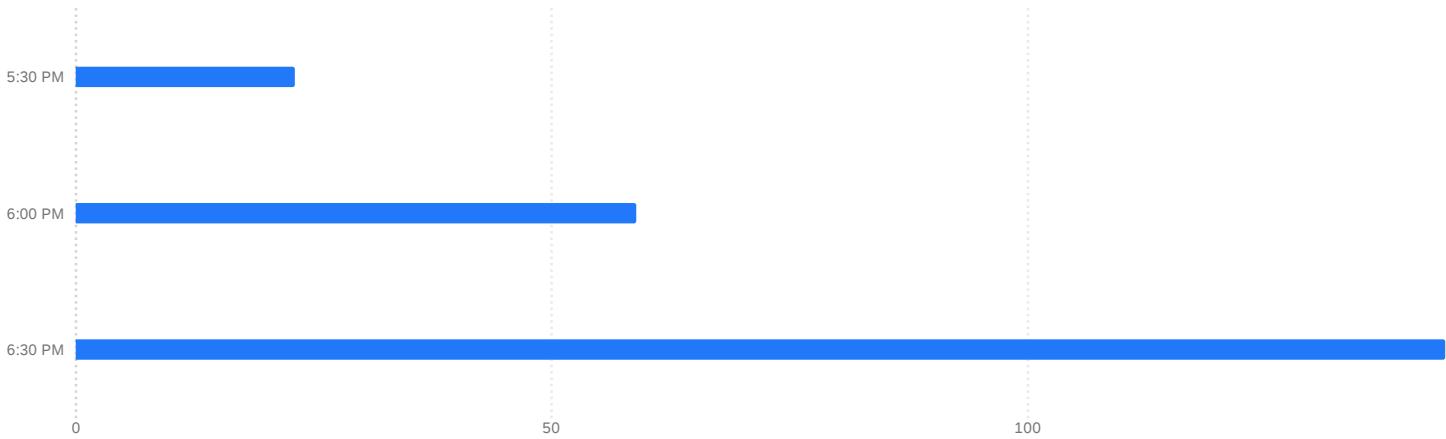
Count

Tuesday	25%	57
Wednesday	32%	73
Thursday	31%	70

What is the best day of the week for you to attend a Neighborhood District meeting? 226 ⓘ

What is the best day of the week for you to attend a Neighborhood District...	Average	Minimum	Maximum	Count
Monday	1.00	1.00	1.00	26
Tuesday	2.00	2.00	2.00	57
Wednesday	3.00	3.00	3.00	73
Thursday	4.00	4.00	4.00	70

What is the best time of day for you to attend a Neighborhood District meeting? 226 ⓘ



What is the best time of day for you to attend a Neighborhood District meeting? 226 ⓘ

Q5 - What is the best time of day for you to attend a Neighborhood District meeting?

Percentage

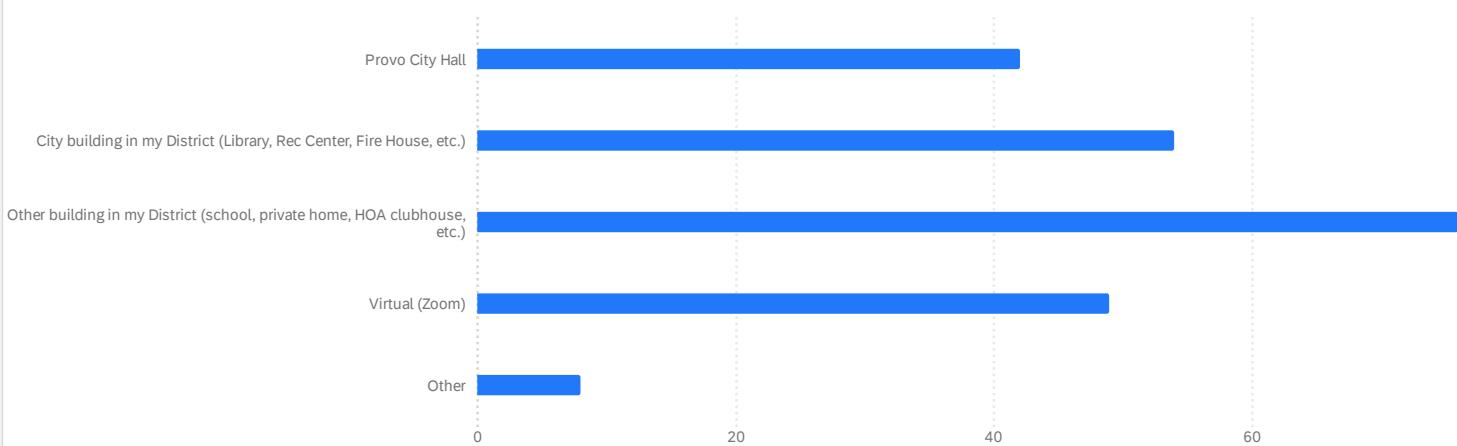
Count

5:30 PM	10%	23
6:00 PM	26%	59
6:30 PM	64%	144

What is the best time of day for you to attend a Neighborhood District meeting? 226 ⓘ

What is the best time of day for you to attend a Neighborhood District meet...	Average	Minimum	Maximum	Count
5:30 PM	1.00	1.00	1.00	23
6:00 PM	2.00	2.00	2.00	59
6:30 PM	3.00	3.00	3.00	144

What is the best location for you to attend a Neighborhood District meeting? 229 ⓘ



What is the best location for you to attend a Neighborhood District meeting? 229 ⓘ

Q6 - What is the best location for you to attend a Neighborhood District meeting? - Selected Choice	Percentage	Count
Provo City Hall	18%	42
City building in my District (Library, Rec Center, Fire House, etc.)	24%	54
Other building in my District (school, private home, HOA clubhouse, etc.)	33%	76
Virtual (Zoom)	21%	49
Other	3%	8

What is the best location for you to attend a Neighborhood District meeting? 229 ⓘ

What is the best location for you to attend a Neighborhood District meeting...	Average	Minimum	Maximum	Count
Provo City Hall	1.00	1.00	1.00	42
City building in my District (Library, Rec Center, Fire House, etc.)	2.00	2.00	2.00	54
Other building in my District (school, private home, HOA clubhouse, etc.)	3.00	3.00	3.00	76

What is the best location for you to attend a Neighborhood District meeting...	Average	Minimum	Maximum	Count
Virtual (Zoom)	4.00	4.00	4.00	49
Other	5.00	5.00	5.00	8

Any

I can go almost any place. But I can never attend on Wed. or Thursday

Any of those

Zoom that works if we cannot have it in a local building (Fire station or school)

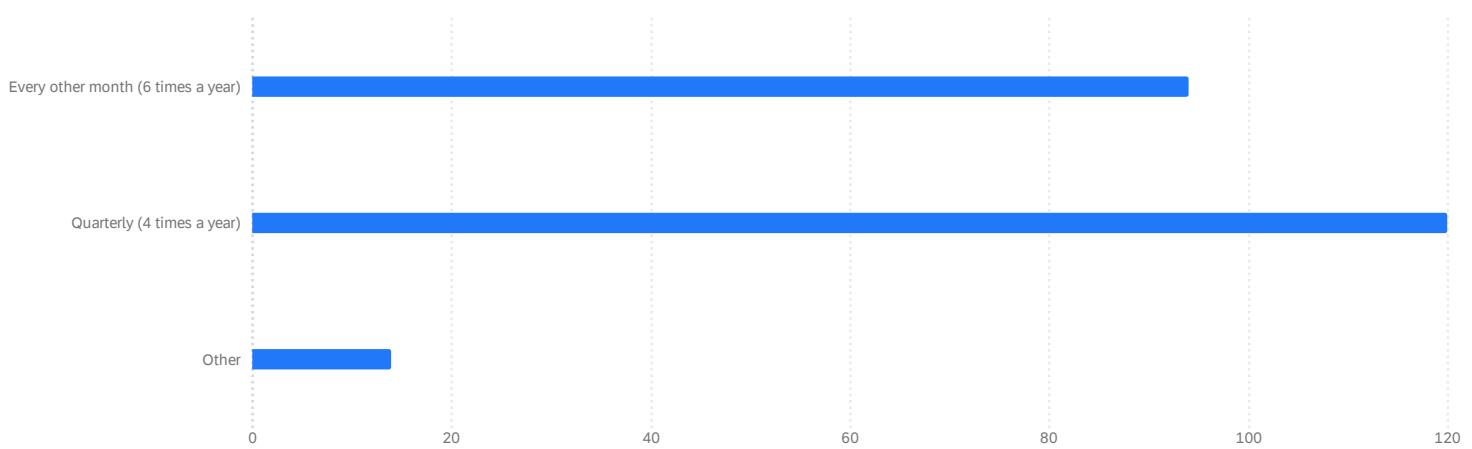
Anything but a church

Any of the above other than Zoom

No preference

A school or city building centrally located within the district. City hall has a lack of parking sometimes.

How often should Neighborhood District meetings be held? 228 ⓘ



How often should Neighborhood District meetings be held? 228 ⓘ

Q7 - How often should Neighborhood District meetings be held? - Selected Choice	Percentage	Count
Every other month (6 times a year)	41%	94

Q7 - How often should Neighborhood District meetings be held? - Selected Choice

Percentage

Count

Quarterly (4 times a year)	53%	120
Other	6%	14

How often should Neighborhood District meetings be held? 228 ⓘ

How often should Neighborhood District meetings be held?	Average	Minimum	Maximum	Count
Every other month (6 times a year)	1.00	1.00	1.00	94
Quarterly (4 times a year)	2.00	2.00	2.00	120
Other	3.00	3.00	3.00	14

As needed

If we need to talk about a development should be within 30 days of the developer requesting a meeting.

monthly

monthly

every 2 or 3 months, depending on needs

Monthly

As needed

monthly

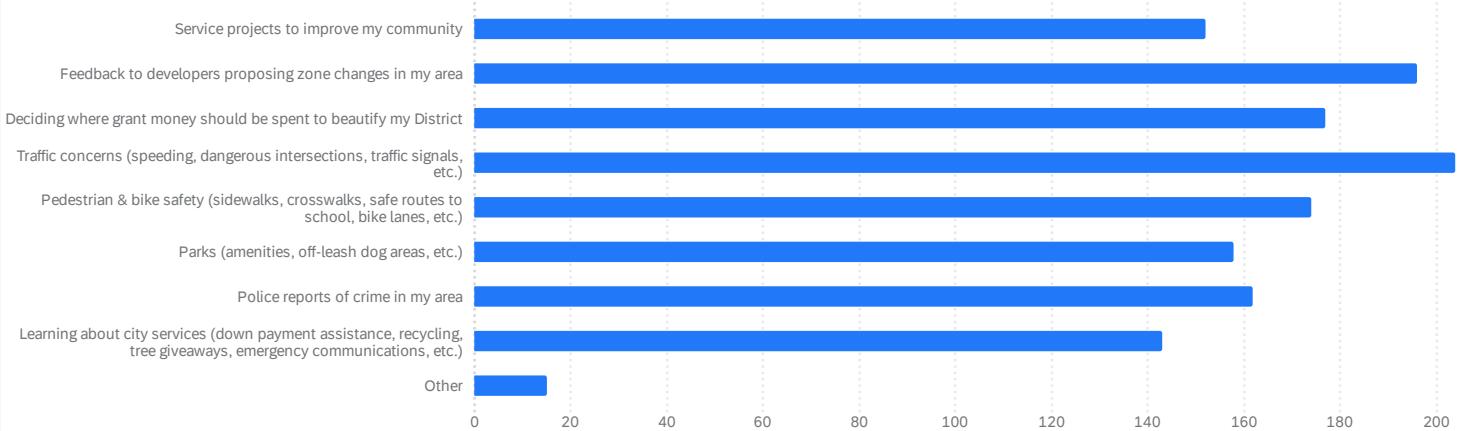
Monthly; 1st in person, next in zoom: hits both types of people

Twice a year

Monthly

As needed

Rarely

What do you want to discuss at Neighborhood District meetings? (check all that apply) 226 ⓘWhat do you want to discuss at Neighborhood District meetings? (check all that apply) 226 ⓘ

Q8 - What do you want to discuss at Neighborhood District meetings? (check all that apply) - Selected Choice

	Percentage	Count
Service projects to improve my community	67%	152
Feedback to developers proposing zone changes in my area	87%	196
Deciding where grant money should be spent to beautify my District	78%	177
Traffic concerns (speeding, dangerous intersections, traffic signals, etc.)	90%	204
Pedestrian & bike safety (sidewalks, crosswalks, safe routes to school, bike lanes, etc.)	77%	174
Parks (amenities, off-leash dog areas, etc.)	70%	158
Police reports of crime in my area	72%	162
Learning about city services (down payment assistance, recycling, tree giveaways, emergency communications, etc.)	63%	143
Other	7%	15

zoning issues - rentals and parking issues

It would be nice to be in the know about everything going on that would potentially impact the neighborhood.

Discussions on neighborhood rules like basement apartments, Airbnb, home run business - more leniency on said rules

Disaster community response and prep

Personal airplanes continuously flying overhead.

Promoting community interests

News about businesses and schools in the area.

Provology course via zoom or presentations brought to the meeting

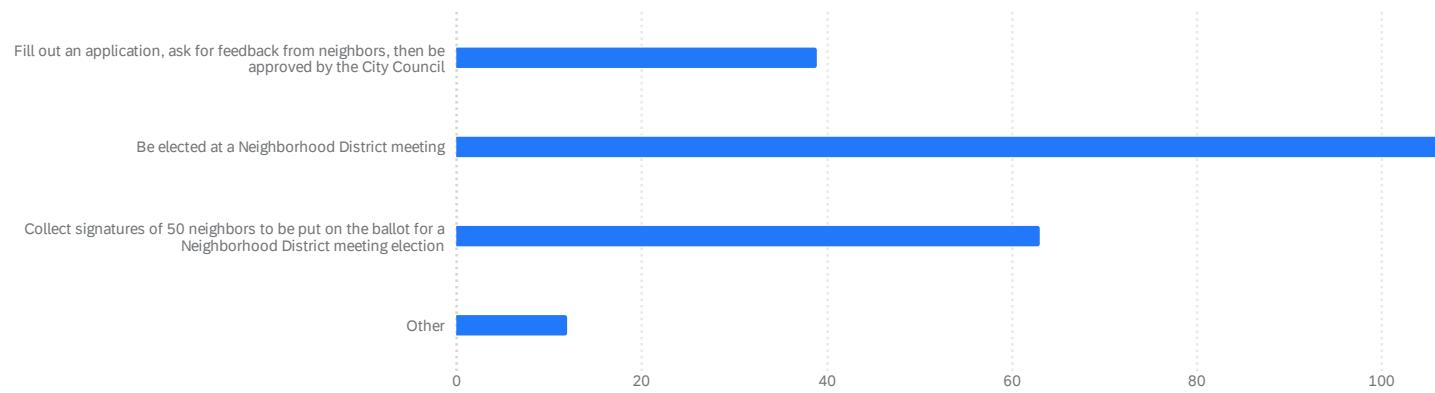
City ordinance compliance and enforcement.

Current events happening in the neighborhood

Meeting candidates for city offices

Housing issues with parking, rentals. Zoning and enforcement Aging infrastructure.

Provo has 5 districts, with each district made up of 5-9 neighborhoods. Each neighborhood is represented by 1-2 Provo residents who volunteer their time as Neighborhood District Executive Board Members. The board members communicate with their neighbors and ensure their concerns are heard at Neighborhood District meetings. How do you think the Neighborhood District Executive Board Members should be chosen? [220](#) [i](#)



Provo has 5 districts, with each district made up of 5-9 neighborhoods. Each neighborhood is represented by 1-2 Provo residents who volunteer their time as Neighborhood District Executive Board Members. The board members communicate with their neighbors and ensure their concerns are heard at Neighborhood District meetings. How do you think the Neighborhood District Executive Board Members should be chosen? [220](#) [i](#)

Q9 - Provo has 5 districts, with each district made up of 5-9 neighborhoods. Each neighborhood is represented by 1-2 Provo residents who volunteer their time as Neighborhood District Executive Board Members. The board members communicate with their neighbors and ensure their concerns are heard at Neighborhood District meetings. How do you think the Neighborhood District Executive Board Members should be chosen? - Selected Choice

	Percentage	Count
Fill out an application, ask for feedback from neighbors, then be approved by the City Council	18%	39
Be elected at a Neighborhood District meeting	48%	106
Collect signatures of 50 neighbors to be put on the ballot for a Neighborhood District meeting election	29%	63
Other	5%	12

Provo has 5 districts, with each district made up of 5-9 neighborhoods. Each neighborhood is represented by 1-2 Provo residents who volunteer their time as Neighborhood District Executive Board Members. The board members communicate with their neighbors and ensure their concerns are heard at Neighborhood District meetings. How do you think the Neighborhood District Executive Board Members should be chosen? 220 ⓘ

Provo has 5 districts, with each district made up of 5-9 neighborhoods. Eac...	Average	Minimum	Maximum	Count
Fill out an application, ask for feedback from neighbors, then be approved by the City Council	1.00	1.00	1.00	39
Be elected at a Neighborhood District meeting	2.00	2.00	2.00	106
Collect signatures of 50 neighbors to be put on the ballot for a Neighborhood District meeting election	3.00	3.00	3.00	63
Other	4.00	4.00	4.00	12

Trial by combat of strength, agility, cunning, and wit. Or signatures and a neighborhood vote.

Be elected at city council election times

Fill out an application, signatures from 100 neighbors

Voted in b6 homeowners in the neighborhood they are representing

Be elected by neighbors in district at a district meeting but only after it's well advertised that it will be happening

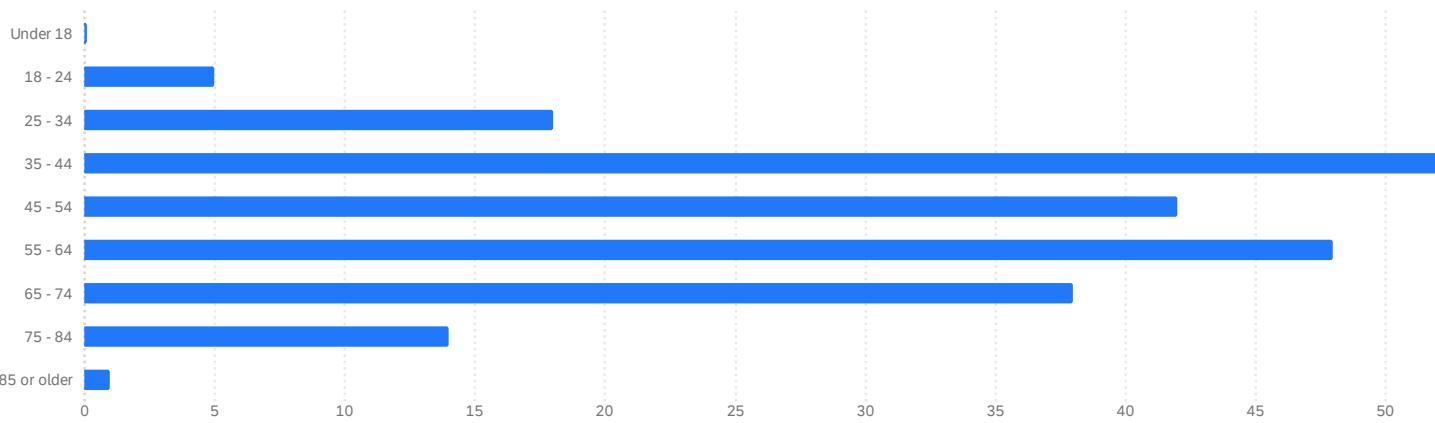
Shrink the districts back down, then have each representative (elected in neighborhood meetings) join a quarterly meeting so every negotiation is still represented equally by area coordinating

Fill out application, share their views on things, have their name on a ballot, vote at meeting with absentee voting available

Why do we need them? Isn't this all work for the city council? Elections are for city officials with rules surrounding elections.

If they are selected by the council, they should be interviewed at least.

Almost done! Please answer confidential demographic questions to help tailor our communications and services to better meet the needs of our community. All demographic questions are optional. How old are you? 218 ⓘ



Almost done! Please answer confidential demographic questions to help tailor our communications and services to better meet the needs of our community. All demographic questions are optional. How old are you? 218 ⓘ

Q10 - Almost done! Please answer confidential demographic questions to help tailor our communications and services to better meet the needs of our community. All demographic questions are optional. How old are you?

	Percentage	Count
Under 18	0%	0
18 - 24	2%	5
25 - 34	8%	18
35 - 44	24%	52
45 - 54	19%	42
55 - 64	22%	48
65 - 74	17%	38
75 - 84	6%	14
85 or older	0%	1

Almost done! Please answer confidential demographic questions to help tailor our communications and services to better meet the needs of our community. All demographic questions are optional. How old are you? 218 ⓘ

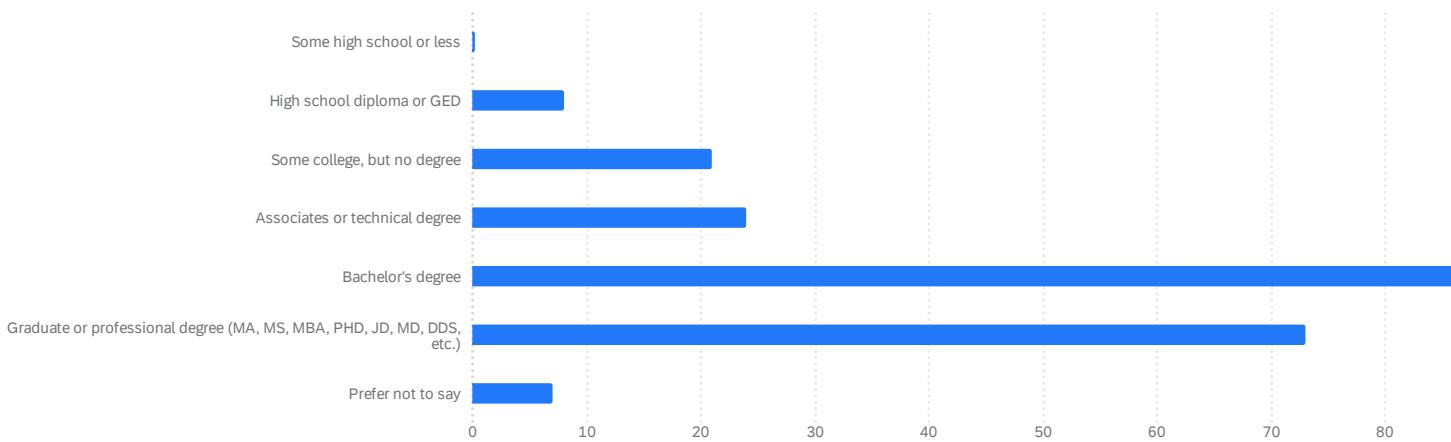
Almost done! Please answer confidential demographic questions to help tail...

	Average	Minimum	Maximum	Count
Under 18	-	-	-	0
18 - 24	2.00	2.00	2.00	5
25 - 34	3.00	3.00	3.00	18
35 - 44	4.00	4.00	4.00	52
45 - 54	5.00	5.00	5.00	42
55 - 64	6.00	6.00	6.00	48

Almost done! Please answer confidential demographic questions to help tail...

	Average	Minimum	Maximum	Count
65 - 74	7.00	7.00	7.00	38
75 - 84	8.00	8.00	8.00	14
85 or older	9.00	9.00	9.00	1

What is the highest level of education you have completed? 219 ⓘ



What is the highest level of education you have completed? 219 ⓘ

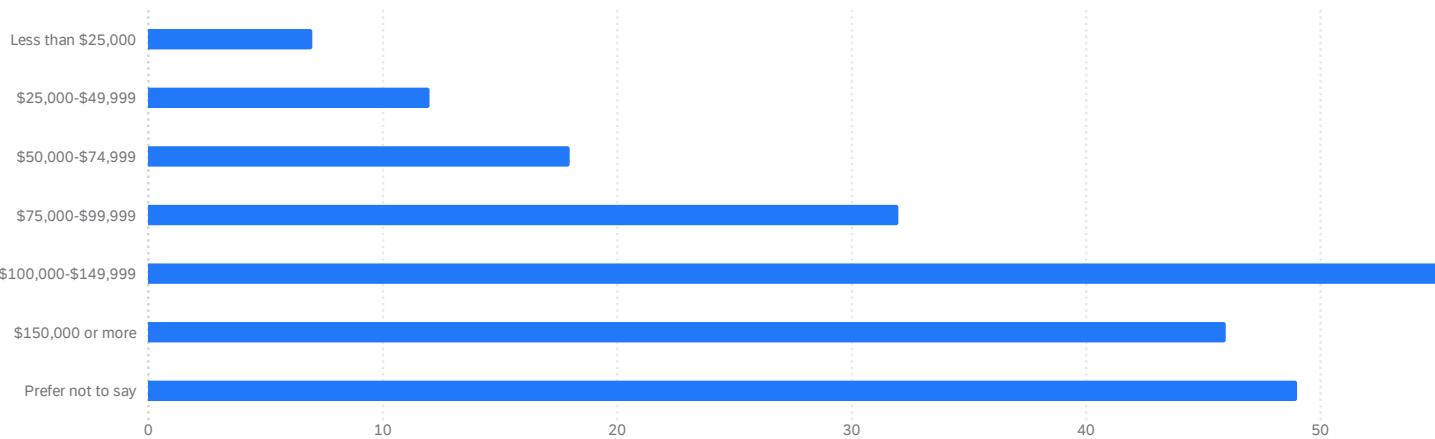
Q11 - What is the highest level of education you have completed?	Percentage	Count
Some high school or less	0%	0
High school diploma or GED	4%	8
Some college, but no degree	10%	21
Associates or technical degree	11%	24
Bachelor's degree	39%	86
Graduate or professional degree (MA, MS, MBA, PHD, JD, MD, DDS, etc.)	33%	73
Prefer not to say	3%	7

What is the highest level of education you have completed? 219 ⓘ

What is the highest level of education you have completed?	Average	Minimum	Maximum	Count
Some high school or less	-	-	-	0
High school diploma or GED	2.00	2.00	2.00	8

What is the highest level of education you have completed?	Average	Minimum	Maximum	Count
Some college, but no degree	3.00	3.00	3.00	21
Associates or technical degree	4.00	4.00	4.00	24
Bachelor's degree	5.00	5.00	5.00	86
Graduate or professional degree (MA, MS, MBA, PHD, JD, MD, DDS, etc.)	6.00	6.00	6.00	73
Prefer not to say	7.00	7.00	7.00	7

What was your total household income before taxes during the past 12 months? 219 ⓘ



What was your total household income before taxes during the past 12 months? 219 ⓘ

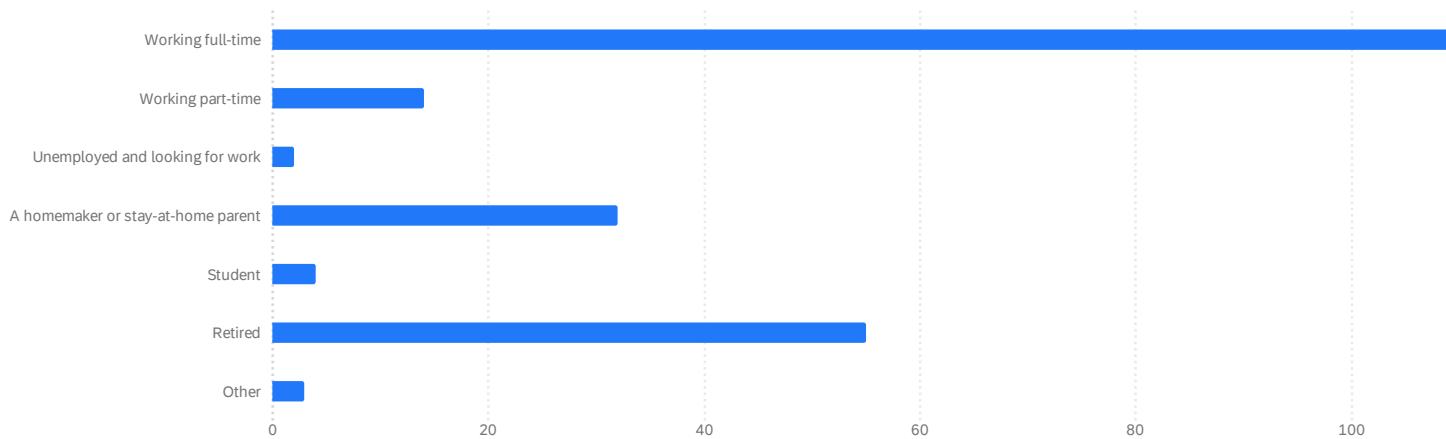
Q12 - What was your total household income before taxes during the past 12 months?	Percentage	Count
Less than \$25,000	3%	7
\$25,000-\$49,999	5%	12
\$50,000-\$74,999	8%	18
\$75,000-\$99,999	15%	32
\$100,000-\$149,999	25%	55
\$150,000 or more	21%	46
Prefer not to say	22%	49

What was your total household income before taxes during the past 12 months? 219 ⓘ

What was your total household income before taxes during the past 12 months...	Average	Minimum	Maximum	Count
Less than \$25,000	1.00	1.00	1.00	7

What was your total household income before taxes during the past 12 months...	Average	Minimum	Maximum	Count
\$25,000-\$49,999	2.00	2.00	2.00	12
\$50,000-\$74,999	3.00	3.00	3.00	18
\$75,000-\$99,999	4.00	4.00	4.00	32
\$100,000-\$149,999	5.00	5.00	5.00	55
\$150,000 or more	6.00	6.00	6.00	46
Prefer not to say	7.00	7.00	7.00	49

What best describes your employment status over the last three months? 219 ⓘ



What best describes your employment status over the last three months? 219 ⓘ

Q13 - What best describes your employment status over the last three months?	Percentage	Count
Working full-time	50%	109
Working part-time	6%	14
Unemployed and looking for work	1%	2
A homemaker or stay-at-home parent	15%	32
Student	2%	4
Retired	25%	55
Other	1%	3

What best describes your employment status over the last three months? 219 ⓘ

What best describes your employment status over the last three months?	Average	Minimum	Maximum	Count
Working full-time	1.00	1.00	1.00	109
Working part-time	2.00	2.00	2.00	14
Unemployed and looking for work	3.00	3.00	3.00	2
A homemaker or stay-at-home parent	4.00	4.00	4.00	32
Student	5.00	5.00	5.00	4
Retired	6.00	6.00	6.00	55
Other	7.00	7.00	7.00	3