



PROVO MUNICIPAL COUNCIL

Redevelopment Agency Governing Board

Regular Meeting Agenda

5:30 PM, Tuesday, December 02, 2025

Council Chambers (Room 100)

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

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

The in-person meeting will be held in the **Council Chambers**. 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 MAKE A VIRTUAL PUBLIC COMMENT:

To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

December 02 Council Meeting: Dial 346 248 7799. Enter Meeting ID **881 7062 9237** and press #. When asked for a participant ID, press #. To join via computer, visit zoom.us and enter the meeting ID and passcode: **185104**.

Decorum

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

Opening Ceremony

Roll Call

Prayer

Pledge of Allegiance

Presentations, Proclamations, and Awards

- 1 A ceremony recognizing Ryan York as the winner of the 2025 American Water Works Association Intermountain Section 2025 Outstanding Operator Award (25-007)

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.

Please limit your comments to two minutes.

State Law prohibits the Council from acting on items that do not appear on the agenda.

Action Agenda

- 2 A resolution appointing individuals to the board of trustees of the Metropolitan Water District of Provo. (25-104)
- 3 An ordinance amending the development agreement related to real property generally located at 1069 North Geneva Road. Lakeview North Neighborhood. (PLRZ20230104)
- 4 An ordinance amending Provo City recommendations regarding Slate Canyon Park in the Parks and Recreation Master Plan. (PLGPA20250605)
- 5 An ordinance approving the petition to annex approximately 144.98 acres of property generally located at 5078 North Canyon Road. North Timpview Neighborhood. (PLANEX20240331)
- 6 An ordinance approving the petition to annex approximately 1.99 acres of property located at 5490 and 5480 North Canyon Road. North Timpview neighborhood. (PLANEX20240260)
- 7 An ordinance approving the petition to annex approximately 38.79 acres of property generally located at 620 North Lakeview Parkway. Lakeview South and Fort Utah neighborhoods. (PLANEX20250603)
- 8 An ordinance amending the zone map classification of real property, generally located at 113 and 191 N Geneva Road, from the general commercial (CG) zone to the medium density residential (MDR) zone. Fort Utah neighborhood. (PLRZ20250200)
- 9 A resolution authorizing the mayor to dispose of property on the southeast corner of Bulldog Lane and Lakeview Parkway (25-110)

Redevelopment Agency of Provo

- 10 A resolution of the Redevelopment Agency of Provo City designating a survey area and authorizing related actions for a potential community reinvestment project area. (25-103)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil

To send comments to the Council or weigh in on current issues, visit OpenCityHall.provo.org.

The next Council Meeting will be held on Tuesday, December 16, 2025. 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 kmartins@provo.gov at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

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

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: JMCKNIGHT
Presenter: Gordon Haight, Director of Public Works
Department: Public Works
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-007

SUBJECT: 1. A ceremony recognizing Ryan York as the winner of the 2025 American Water Works Association Intermountain Section 2025 Outstanding Operator Award (25-007)

RECOMMENDATION: Presentation only

BACKGROUND: On October 2, 2025 at the annual conference of the Intermountain Section of the American Water Works Association Ryan York was presented with the 2025 Outstanding Operator Award.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
N/A

Section Awards



Utah Outstanding Operator Award

Purpose: To recognize outstanding performance by a certified operator in Utah who is currently performing operational duties at the time of nomination.

Utah Outstanding Operator Award

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This year's Outstanding Operator Award winner has been with his city since 1996 and currently serves as the Water Superintendent overseeing Water Sources and Distribution. This city provides approximately 10 billion gallons of water annually, the water distribution system encompasses over 570 miles of pipelines and 11 water storage reservoirs that are maintained by his Distribution team. His Sources team operates and maintains a very complex water system, including 16 deep wells, 12 spring areas with 160 collection boxes, three main chlorinators with additional chlorinators at eight well locations, as well as booster stations and PRV's.

He has played a key role in the planning and design of a new 30 MGD drinking water plant, which is currently under construction and scheduled to come online in 2026. He was also instrumental in securing a \$50 million FEMA grant for the plant's construction. In 2023, his city was recognized as having the third-best drinking water in the nation, a testament to this person's dedication and oversight of the city's water sources. He is known and respected for his leadership and management within the city.

Utah Outstanding Operator Award



Ryan York

Provo City

This year's Outstanding Operator Award winner has been with his city since 1996 and currently serves as the Water Superintendent overseeing Water Sources and Distribution. This city provides approximately 10 billion gallons of water annually, the water distribution system encompasses over 570 miles of pipelines and 11 water storage reservoirs that are maintained by his Distribution team. His Sources team operates and maintains a very complex water system, including 16 deep wells, 12 spring areas with 160 collection boxes, three main chlorinators with additional chlorinators at eight well locations, as well as booster stations and PRV's.

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PROVO MUNICIPAL COUNCIL COUNCIL MEETING STAFF REPORT



Submitter: KMARTINS
Presenter: Justin Harrison, Council Office Executive Director
Department: Recorder
Requested Meeting Date: 11-11-2025
Requested Presentation Duration: 5
CityView or Issue File Number: 25-104

SUBJECT: 2. A resolution appointing individuals to the board of trustees of the Metropolitan Water District of Provo. (25-104)

RECOMMENDATION: Approve the resolution

BACKGROUND: The Municipal Council is scheduled to appoint members to fill vacancies on the Metropolitan Water District Board. This appointment process follows the required statutory steps, including the posting of a vacancy notice for more than 30 days, accepting applications, and reviewing candidates prior to this meeting.

The Metropolitan Water District of Provo is an independent agency created under Utah law to manage certain water rights within Provo City boundaries, oversee repayment of the Deer Creek Dam project, and occasionally provide funding for wells and water infrastructure. The District is governed by a seven-member board of trustees, one of whom is the City's water supply manager, with the remaining members appointed by the Municipal Council.

State law requires trustees to be residents of Provo City, registered voters, and property taxpayers. They may not be employees or elected/appointed officials of Provo City. Trustees generally serve four-year staggered terms to ensure continuity of governance.

Maintaining a full board is critical for the District's ability to conduct its business, safeguard Provo's water rights, and provide oversight on significant financial obligations, including the repayment of the Deer Creek Dam. If vacancies remain unfilled, the Board may lack a quorum or sufficient representation, which could delay decision-making and hinder the District's ability to act in the City's best interests.

At this meeting, the Council will appoint new trustees to the Metropolitan Water District Board. Applications have been solicited and reviewed in advance. Council members are asked to finalize their selections and adopt the appointment resolution in open session.

FISCAL IMPACT: N/A

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
N/A

1 RESOLUTION <<Document Number>>

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3 A RESOLUTION APPOINTING INDIVIDUALS TO THE BOARD OF
4 TRUSTEES OF THE METROPOLITAN WATER DISTRICT OF PROVO.
5 (25-104)

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7 RECITALS:

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9 The Municipal Council, acting pursuant to Utah Code § 17B-2a-604(2) is responsible to
10 appoint members of the board of trustees of the Metropolitan Water District of Provo; and

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12 On November 11, 2025, the Municipal Council met to consider the facts regarding this
13 matter and receive public comment, which facts and comments are found in the public record of
14 the Council’s consideration; and

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16 After considering the facts presented to the Municipal Council, the Council finds that (i)
17 the action proposed herein should be approved as described, and (ii) such action furthers the health,
18 safety, and general welfare of the citizens of Provo City.

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20 THEREFORE, the Provo Municipal Council resolves as follows:

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22 PART I:

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24 1. The individuals named below are appointed to serve on the Board of Trustees of the
25 Metropolitan Water District of Provo for the term shown:

<u>Appointee's Name</u>	<u>Ending</u>
Woodruff Miller	December 31, 2029
Dennis Weir	December 31, 2029
Derek Bruton	December 31, 2029

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32 2. Following said appointments, there are currently 7 members on the Metropolitan Water District
33 Board of Trustees, as shown on the attached Exhibit A.

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35 PART II:

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37 This resolution takes effect immediately.

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39 END OF RESOLUTION

EXHIBIT A¹

METROPOLITAN WATER DISTRICT BOARD OF TRUSTEES APPOINTMENTS

Name	Seat	Term Expiration Date	Appointing Resolution
Woodruff Miller	1	12/31/2029	2022-13 (& attached resolution)
Dennis Weir	2	12/31/2029	2022-13 (& attached resolution)
Jared Oldroyd	3	12/31/2027	2020-08 & 2024-14
Richard Brimhall	4	12/31/2027	2020-08 & 2024-14
Ryan York	5 – Public Works official	N/A	N/A
Derek Bruton	6	12/31/2029	attached resolution
Kristina Davis	7	12/31/2027	2023-22 & 2024-14

¹ This Exhibit includes the Metropolitan Water District Board appointees in the resolution to which it is attached. Anyone not so appointed should be removed from the Exhibit.

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: AARDMORE
Presenter: Aaron Ardmore, Planning Supervisor & Garrett Seely, Developer
Department: Development Services
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: PLRZ20230104 / PLFSUB20240046

SUBJECT: 3. An ordinance amending the development agreement related to real property generally located at 1069 North Geneva Road. Lakeview North Neighborhood. (PLRZ20230104)

RECOMMENDATION: Approval

BACKGROUND: The existing DA approved with a zone change from November 14, 2023 (PLRZ20230104) is for 56 twin-homes and two single-family detached lots. The applicant would like to revise this to be for 58 detached SF lots. This item was discussed in the November 11, 2025 Council work meeting.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

The amendment is compatible with General Plan policies as noted above, and the following specific goals:

1. Chapter Three, goal 2a: Encourage development in areas that are less prone to natural hazards.
2. Chapter Four, goal 1: Allow for different types of housing in neighborhoods and allow for a mix of home sizes at different price points, including ADUs.
3. Chapter Four, goal 2: Strive to increase the number of housing units of all types across the whole of Provo in appropriate and balanced ways.
4. Chapter Eight, goal 2: Give careful consideration to the conservation of open spaces, scenic areas, and viable agricultural land.

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- C. This ordinance will not be codified.
- D. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- E. Notwithstanding any provision or language to the contrary in this ordinance, if the Amendment authorized in this ordinance has not been fully executed by the necessary parties within one year from the date of the Municipal Council’s approval of this ordinance, the entire ordinance expires, becoming null and void as if it had never been approved.

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EXHIBIT 1 TO ORDINANCE

ORIGINAL DEVELOPMENT AGREEMENT

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EXHIBIT 2 TO ORDINANCE

AMENDMENT TO DEVELOPMENT AGREEMENT

**FIRST AMENDMENT TO THAT
DEVELOPMENT AGREEMENT
FOR
Valladolid Development
Executed January 30, 2024

(1069 N Geneva Road)**

On January 30, 2024, the City of Provo (the City), a Utah political subdivision, and Red Pine Investments, LLC (the Developer) entered into that “Development Agreement for Valladolid Development (1069 N Geneva Road)” (the Agreement). The City and the Developer are collectively referred to in the Agreement as the Parties. Valladolid, LLC (Valladolid) is the successor in interest to Developer in the Agreement. The City and Valladolid desire to enter into this First Amendment to the Agreement (the Amendment) to agree to and memorialize changes to the Agreement. This Amendment is effective as of the date it is fully executed by the Parties as indicated on the signature page(s)

AGREEMENT

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

1. Valladolid is the successor in interest of Red Pine Investments, LLC (Red Pine) with respect to the Agreement and is subject to all of Red Pine’s rights and obligations under the Agreement.
2. All references to “Developer” in the Agreement and this Amendment refer to Valladolid. All references to “Parties” in the Agreement and this Amendment refer to City and Valladolid.
3. Pursuant to Section 15 of the Agreement, the Agreement is amended as follows:
 - a. Section 4 of the Agreement, titled “Additional Specific Developer Obligations,” is amended by striking subparagraph b.
 - b. Exhibit B of the Agreement, labeled “Concept Plan,” is amended by replacing it in its entirety with the Concept Plan shown in Exhibit A to this Amendment.
4. All other provisions of the Agreement remained unchanged and in effect and are binding upon City and Valladolid.

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EXHIBIT 3 TO ORDINANCE
EXECUTED AMENDMENT

This exhibit will be added after the Amendment is Executed.

**DEVELOPMENT AGREEMENT
FOR
Valladolid Development
(1069 N Geneva Road)**

ENT 6339=2024 PG 1 of 12
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Jan 31 03:55 PM FEE 40.00 BY AC
RECORDED FOR PROVO CITY

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 30th day of January, 2024 (the “Effective Date”), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as “City,” and Red Pine Investments, LLC, a Utah limited liability company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

A. Developer is the owner of approximately 16.9 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”).

B. On November 14th, 2023, the City Council approved Ordinance 2023-47, vesting zoning (the “Vesting Ordinance”), based on the Concept Plan set forth on EXHIBIT B (“Concept Plan”), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the “Project”).

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

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

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

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 109a102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

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

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

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

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

AGREEMENT

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

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

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

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

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

a. The final development shall provide four (4) or more types of housing models defined by different floor plans, exterior materials, or roof lines.

b. The developer shall confirm wetland status with the Army Corp of Engineers.

- c. Developer agrees to maintain all common open space on the property.
- d. The number of residential units shall be capped at 58.

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.

- b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine 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.
2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

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

The rights and remedies set forth herein shall be cumulative.

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

To the Developer: Red Pine Investments, LLC _____
Attn: Garrett Seely
367 East 280 South
Alpine, UT 84004 _____
Phone: 801-372-2077

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

9. General Term and Conditions.

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

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “successor” includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party’s submission of land 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 hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

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

m. Termination.

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

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

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

- a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

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

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

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

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

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

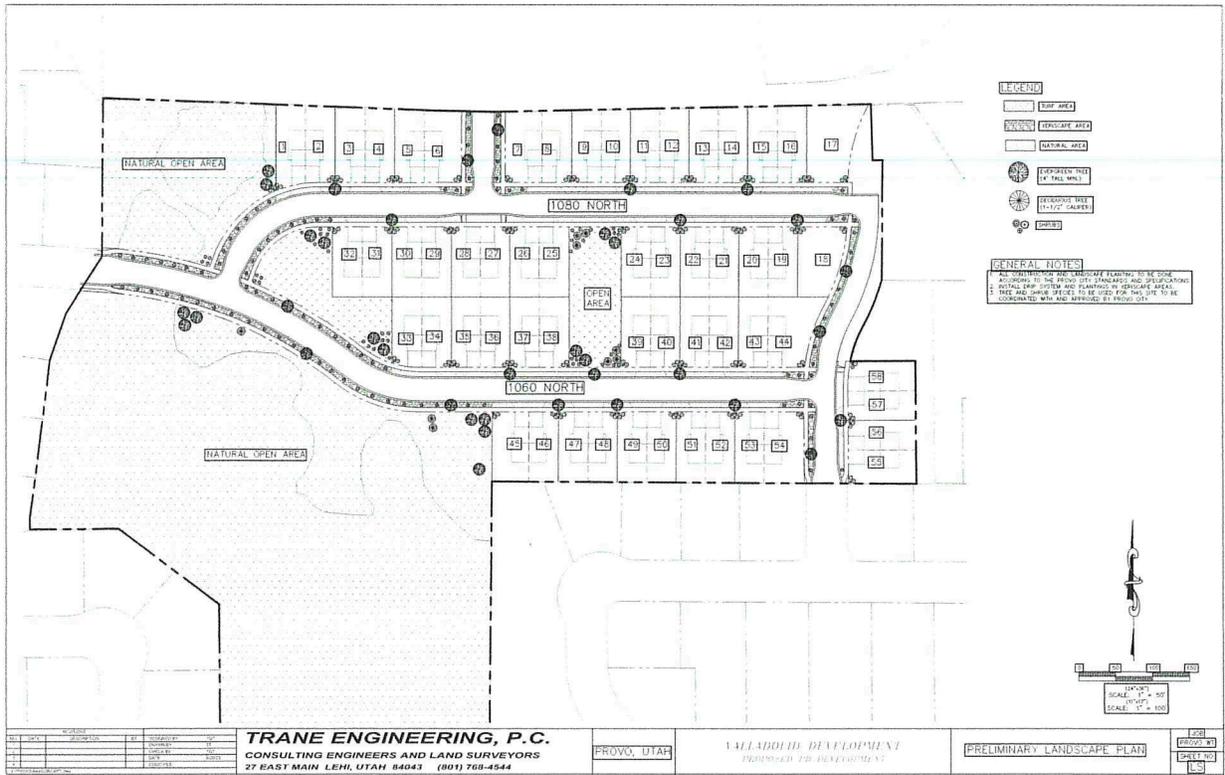
Exhibit A

Legal Description of the Property

Parcel Number 19-045-0080 (Weight Property)

COM AT S 1/4 COR. SEC. 34, T6S, R2E, SLB&M.; S 1 DEG 15' 46" E 1.98 FT; S 89 DEG 35' 4" W 364.16 FT; N 0 DEG 24' 56" W 179.99 FT; N 52 DEG 54' 56" W 170 FT; S 89 DEG 35' 4" W 120.66 FT; N 1 DEG 15' 20" W 13.42 FT; N 7 DEG 14' 10" E 217.25 FT; N 19 DEG 30' 3" E 66.81 FT; N 32 DEG 27' 15" E 91.14 FT; N 0 DEG 15' 17" E 213.3 FT; S 87 DEG 52' 49" E 449.26 FT; S 88 DEG 47' 18" E 80.33 FT; N 88 DEG 47' 59" E 511.78 FT; S 1 DEG 42' 35" E 75.68 FT; N 87 DEG 48' 15" E 13.59 FT; S 0 DEG 23' 3" W 161.76 FT; S 88 DEG 17' 15" E 37.44 FT; S 7 DEG 12' 54" E 150.56 FT; S 6 DEG 27' 19" E 124.74 FT; N 89 DEG 40' 50" W 432.87 FT; S 89 DEG 52' 2" W 178 FT; S 1 DEG 15' 46" E 342.3 FT TO BEG. AREA 16.428 AC.

Exhibit B Concept Plan





FRONT ELEVATION

MATERIAL LEGEND	
NUMBER	MATERIAL
1	STUCCO COLOR 1
2	STUCCO COLOR 2
5	ASPHALT SHINGLES
7	FIBERGLASS ENTRY DOOR
8	VINYL FRAMED WINDOWS
9	METAL SECTIONAL GARAGE DOOR



902 W 805th CROSS UT 84007
801.221.6777 | greg@legacydesign.com
www.legacydesign.com



902 W 805th CROSS UT 84007
801.481.0275 | archcoalition@gmail.com

SQUARE FOOTAGE

AVG UNIT		BUILDING	
MAIN LVL	652 SF	MAIN LVL	1305 SF
SECOND LVL	1070 SF	SECOND LVL	2141 SF
TOTAL	1723 SF	TOTAL	3446 SF
GARAGE	438 SF	GARAGE	875 SF

12/02/2021

A1



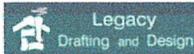
BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



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SQUARE FOOTAGE

AVG UNIT		BUILDING	
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TOTAL	1723 SF	TOTAL	3446 SF

12/02/2021

A2

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: DMORGAN
Presenter: DeAnne Morgan, City Planner
Department: Development Services
Requested Meeting Date: 01-01-2018
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: PLGPA20250605

SUBJECT: 4. An ordinance amending Provo City recommendations regarding Slate Canyon Park in the Parks and Recreation Master Plan. (PLGPA20250605)

RECOMMENDATION: Pass the ordinance.

BACKGROUND: The General Plan that was passed in 2023, includes language in Appendix E, the Parks and Recreation Master Plan, Chapter 7.1 calling for allowing city-owned property around Slate Canyon Park in the Provost neighborhood to be considered for single-family residential development in order to help fund park development. It also includes guidelines for balancing land-use and development with preserving open-space, foster resilience, and limiting development in hazardous areas such as the wildland urban interface along the foothills.

FISCAL IMPACT: N/A

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
The goals of Provo City, outlined in the General Plan include guidelines for balancing land use and development with preserving open-space, fostering resilience, and limiting development in hazardous areas such as the wildland urban interface along the foothills. The Slate Canyon Park area falls within this area and presents many challenges in terms of development because of wildfire risks and the difficulty in installing and maintaining utility and road infrastructure. Language in Appendix E, Chapter 7.1, The Parks and Recreation Master Plan, calls for allowing city-owned property around the Slate Canyon Park to be considered for single-family residential development as a means to help fund park development. Removing this language would put greater restraint on allowing development on lands that would pose potential hazards, which would reflect the directive of Mayor Kaufusi, and the desires of the City Council.

- 42 C. This ordinance takes effect immediately after it has been posted or published in accordance
43 with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code
44 Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
45
- 46 D. The Municipal Council directs that the official copy of Provo City Code be updated to
47 reflect the provisions enacted by this ordinance.

EXHIBIT A

Parks and Recreation Master Plan Chapter 7.1 (Page 94)

Slate Canyon Park

- Prepare an updated Master Plan for recreation facilities and trails in the Slate Canyon area.
- ~~Consider all of the City owned land at Slate Canyon and evaluate select parcels that may be suitable for residential development and utilize proceeds for park development.~~
- Realign the Bonneville Shoreline Trail on property newly acquired by the City that connects the canyon to the south Provo boundary.
- Coordinate with Public Works Department to integrate courts on the water tank decks.
- Consider integration of Mountain Bike elements.



Slate Canyon

Parks and Recreation

Master Plan Text Amendment

Kevin Martins

Slate Canyon Park

- Prepare an updated Master Plan for recreation facilities and trails in the Slate Canyon area.
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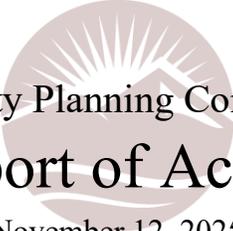
Slate Canyon Park

- Prepare an updated Master Plan for recreation facilities and trails in the Slate Canyon area.
- ~~Consider all of the City owned land at Slate Canyon and evaluate select parcels that may be suitable for residential development and utilize proceeds for park development.~~
- Realign the Bonneville Shoreline Trail on property newly acquired by the City that connects the canyon to the south Provo boundary.
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- Consider integration of Mountain Bike elements.



Thank

You!



Provo City Planning Commission

Report of Action

November 12, 2025

Item #1 The Provo City Council proposes a General Plan Text Amendment to Appendix E (Parks and Recreation Master Plan) to clarify intent for city-owned land around Slate Canyon Park. Provost Neighborhood. DeAnne Morgan (801) 852-6408 dmorgan@provo.gov PLGPA20250605

The following action was taken by the Planning Commission on the above described item at its regular meeting of November 12, 2025:

RECOMMENDED APPROVAL

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

Conditions of Approval: none

Motion By: Melissa Kendall

Second By: Jon Lyons

Votes in Favor of Motion: Jonathan Hill, Melissa Kendall, Lisa Jensen, Joel Temple, Matt Wheelwright, Jon Lyons, Daniel Gonzales, Anne Allen

Jonathan Hill 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.

TEXT AMENDMENT

The text of the proposed amendment is attached as Exhibit A.

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.

NEIGHBORHOOD MEETING DATE

- City-wide application; all Neighborhood District Chairs received notification.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Vice-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. There were no issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing.

APPLICANT RESPONSE

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

- Staff gave an overview of the background for the request.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Jensen raised a question whether a map is needed to delineate what is meant by the Slate Canyon Area
- Commissioner Jensen also stated that funding for Slate Canyon Park has not been a high priority for the City and therefore the current language was put in place as a solution to that.
- Commissioner Wheelwright asked how the funding gap for Slate Canyon Park will be addressed.

FINDINGS / BASIS OF PLANNING COMMISSION DETERMINATION

The Planning Commission identified the following findings as the basis of this decision or recommendation:

- Commissioner Hill determined that as this is a unanimous desire of the Municipal Council and the neighborhood is in support of this text amendment and it applies to only Slate Canyon Park, the Planning Commission supports recommending approval.

Planning Commission Chair

Director of Development Services

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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, 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

ATTACHMENTS

EXHIBIT A

Parks and Recreation Master Plan Chapter 7.1 (Page 94)

Slate Canyon Park

- Prepare an updated Master Plan for recreation facilities and trails in the Slate Canyon area.
 - ~~Consider all of the City owned land at Slate Canyon and evaluate select parcels that may be suitable for residential development and utilize proceeds for park development.~~
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 - Coordinate with Public Works Department to integrate courts on the water tank decks.
 - Consider integration of Mountain Bike elements.
-



Planning Commission Hearing Staff Report

Hearing Date: November 12,
2025

ITEM # 1 General Plan Text Amendment to Appendix E (Parks and Recreation Master Plan) to clarify intent for city-owned land around Slate Canyon Park. Provost Neighborhood.

Applicant:Kevin Martins

Staff Coordinator: DeAnne Morgan

ALTERNATIVE ACTIONS

1. **Approve** the requested appeal. *This action would be consistent with the recommendations of the Staff Report.*
2. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is December 10, 2025, 5:00 P.M.*
3. **Recommend Denial** the requested General Plan Text Amendment. *This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.*

Relevant History: In 2023 Provo City adopted a new General Plan with accompanying appendices including Appendix E: Parks and Recreation Master Plan. The plan included guidelines for balancing land use and development with preserving open-space, fostering more resilience, and limiting development in hazardous areas such as the wildland urban interface along the foothills.

Neighborhood Issues: There has not yet been a neighborhood meeting on this item. The Council Office has received feedback voicing concerns about whether commercial development would be allowed, as the language that is being eliminated only refers to residential development. The Slate Creek Canyon is within single-family residential zoning and therefore the zone does not allow commercial development, so there would not be any commercial development in the area.

Summary of Key Issues:

- Certain areas of the city should not be developed where there are hazards. The Slate Creek Canyon area lies within the Wild-land Urban Interface (WUI), where there is a high-risk for wildfires.
- Topography and natural geological hazards pose significant challenges to increasing capacity for street and utility systems.

Staff Recommendation: That the Planning Commission recommend approval of the proposed General Plan amendment to the Provo City Council.

OVERVIEW

This proposal amends Chapter 7.1 of the Parks and Recreation Master Plan to remove a bullet point under the Slate Canyon Park section that references potential residential development of City-owned property at Slate Canyon to fund park improvements. The intent of the amendment is to clarify that all City-owned land in the Slate Canyon area is to remain preserved for park and open space purposes, consistent with community input, administrative direction, and Council intent. This change formalizes the City's position that Slate Canyon property will currently not be considered for residential development, because of the potential for hazards such as wildfires and the significant challenges of increasing capacity for utility and street systems in the area.

STAFF ANALYSIS

Staff support the proposal to amend Appendix E (Parks and Recreation Master Plan) to clarify intent for city-owned land around Slate Canyon Park, which is to restrict single-family development.

FINDINGS OF FACT

Provo City Code Section 14.02.020(2) sets forth the following guidelines for consideration of ordinance text amendments.

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

- (a) Public purpose for the amendment in question.

Staff response: The amendment would support the City's goals in providing housing types to fit families through all stages of life.

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

Staff believes that the proposed amendments serve the public

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

Staff response: The proposed amendments are consistent with the General Plan.

- (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 are no timing and sequencing issues related to this proposal.

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

Staff response: This proposal does not hinder or obstruct attainment of the General Plan's articulated policies.

- (f) Adverse impacts on adjacent landowners.

Staff response: Staff do not foresee any adverse impacts on adjacent landowners.

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

Staff response: This proposal does not conflict with zoning or the General Plan.

- (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 is not a conflict.

CONCLUSIONS

The amendment to the Parks and Recreation Master Plan is necessary for preserving open-space, promoting more resilience, and mitigating potential hazards within the Slate Creek Canyon area. It is in the best interest of Provo City and its residents to approve these proposed changes.

ATTACHMENTS

EXHIBIT A

Parks and Recreation Master Plan Chapter 7.1 (Page 94)

Slate Canyon Park

- Prepare an updated Master Plan for recreation facilities and trails in the Slate Canyon area.
 - ~~Consider all of the City owned land at Slate Canyon and evaluate select parcels that may be suitable for residential development and utilize proceeds for park development.~~
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-

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: JDAHNEKE
Presenter: Jessica Dahneke, City Planner
Department: Development Services
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: PLANEX20240331

SUBJECT: 5. An ordinance approving the petition to annex approximately 144.98 acres of property generally located at 5078 North Canyon Road. North Timpview Neighborhood. (PLANEX20240331)

RECOMMENDATION: Approve the annexation petition of approximately 144.98 acres of land

BACKGROUND: On September 23, 2025, the Municipal Council passed the resolution to accept the petition of the proposed annexation. On November 12, 2025, the Planning Commission recommended approval with conditions to the Municipal Council.

FISCAL IMPACT: n/a

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
This annexation falls within area 5 of the General Plan Annexation Policy Map.

- 42 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,
43 sentence, clause, or phrase is determined to be unconstitutional or invalid, the remainder
44 of 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 this ordinance remain uncodified.

ANNEXATION AGREEMENT

between

Provo, Utah,

and

BRMK PROVO CANYON LLC

The Parties to this Annexation Agreement (the “**Agreement**”) are Provo, Utah (the “**City**”), a Utah municipality and a political subdivision of the State of Utah, and BRMK Provo Canyon LLC (“**Owner**”). The Parties entered into this Agreement as of the date it was fully executed as shown on the signature page(s).

RECITALS

Owner owns property in unincorporated Utah County adjacent to the City, described in Exhibit A (“**BRMK Property**”).

On November 19, 2024, Owner submitted a petition under Utah Code § 10-2-403(3) to annex the Property into the City. Since that date, other owners owning property near the BRMK Property have also submitted petitions to annex. The area proposed for this Annexation is described in Exhibit B and is referred to herein as the “Property.”

The Parties intend to define annexation procedures and parameters through this Agreement. Any future development must comply with this Agreement and Provo City Code Titles 14 and 15 (“**Land Use Code**”), or their successors.

The Planning Commission and Municipal Council held public hearings regarding the annexation. The Municipal Council authorized the Mayor to execute this Agreement.

The other owners owning land within the Property (the “**Consenting Owners**”) have consented to and joined as parties to this Annexation, as evidenced by their signatures included in this Annexation. For avoidance of doubt, the Parties to this Agreement include Owner, the City, and the Consenting Owners.

AGREEMENT

Article I – Recitals

The Parties confirm the accuracy of the above recitals and incorporate them as part of this Agreement.

Article II – Annexation of the Property

Once Parties sign this Agreement, the City will move forward to complete consideration of the annexation petition. Approval of the annexation petition is in the sole discretion of the

Municipal Council and execution of this Agreement does not require or guarantee approval of the petition.

Article III – Zoning of the Property

Upon annexation, the Property will be zoned OSPR on the Provo City Zoning Map. The City will consider applications to rezone all or any portion of the Property to some other zone in accordance with City Code.

Article IV – Development and Use of the Property

- A. The Property may be used only for the uses authorized by Provo City Code (PCC), and all procedures and requirements of the PCC must be followed. Permitted uses and development must comply with this Agreement, the PCC, the Building Code and all applicable City, state, and federal laws and regulations.
- B. The BRMK Property is intended to be developed in accordance with the Concept Plan attached hereto as Exhibit C. This Concept Plan is included here for informational purposes development in accordance with the Concept Plan would require that Owner apply for, and obtain approval of, subsequent zone changes on the Property. Any application for rezone or for any permit needed from the City must follow all procedures and requirements of the PCC and include all required application materials. Approval of such applications is not guaranteed by this Agreement.
- C. Owner and the Consenting Owners acknowledge that utility and infrastructure improvements required for development are the responsibility of the individual owners. The City is not obligated to extend and fund such infrastructure as may be necessary to make development of the Property possible.

Article V – Mutual Assistance

The Parties will do all things necessary to fulfill the terms and objectives of this Agreement, and will reasonably assist each other in fulfilling these terms and objectives. The Parties will take all reasonable actions to implement this Agreement, including giving notices, holding hearings, enacting resolutions, and other necessary steps. However, the City is not required to perform unreasonable actions nor other actions that would not customarily be performed by the City in similar circumstances. Further, the City will not be required to incur any liability or expenditure that is not reimbursed by Owners. If the Annexation of the Property is not approved by the Provo Municipal Council within __ days of the execution of this Agreement, the Agreement is null and void. Owners may withdraw their petition to annex prior to Council approval of the annexation by delivering notice in writing to the City, in which case this Agreement is also null and void.

Article VI – Remedies

Any Party may seek specific performance or legal/equitable remedies for breach. Remedies are cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Before initiating enforcement, the non-breaching Party must give written notice of the breach and allow thirty (30) days for a cure (with a possible sixty (60) day extension if cure efforts are underway). Owners waive any claim for monetary damages against the City or its representatives. Failure to promptly seek a remedy upon the discovery of a breach will not be construed as a waiver of the right to enforce any term or condition. Delays caused by circumstances beyond a Party’s control will extend performance deadlines accordingly.

Article VII – Miscellaneous

A. *Notices.* Any notice to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to City:	If to Owner:
Provo City Recorder	BRMK Provo Canyon LLC
445 W Center St Provo, UT 84601	200 Connell Dr. #4000 Berkley Heights, NJ 07922
With a copy to: Provo City Attorney’s Office 445 W Center St Provo, UT 84601	With a copy to: Snell & Wilmer, LLP Attn: Wade Budge 15 W South Temple Suite 1200 Salt Lake City, UT 84101
If to Consenting Owners:	
Any notices to Consenting Owners shall be addressed to the applicable address on file with the Utah County Assessor’s Office.	

B. *Entire Agreement.* This Agreement represents the full understanding between the Parties and supersedes any prior agreements.

- C. *Amendment.* This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest. If consent of the Municipal Council is required, that consent must be accomplished by passage of a resolution by vote of the Council.
- D. *Severability.* If any provision of this Agreement is found invalid, the remainder remains enforceable.
- E. *Survival.* Agreement provisions remain effective after annexation or zoning actions and shall not be merged or expunged by such actions.
- F. *Successors and Assigns.* This Agreement binds and benefits successors and assigns and runs with the land.
- G. *Time Is of the Essence.* Timing is essential to this Agreement.
- H. *Rights Cumulative.* Rights and remedies under this Agreement are cumulative unless otherwise specified.
- I. *Non-Waiver.* The City's failure to timely enforce any provision does not waive future enforcement of that provision nor any other provision of the Agreement.
- J. *Consents.* Consents must be in writing unless otherwise stated.
- K. *Governing Law.* Utah law governs this Agreement.
- L. *City Approval.* City approval, when needed under this Agreement, must not be unreasonably withheld or delayed. This paragraph does not apply to discretionary decisions of the Municipal Council. Such approvals may be granted or withheld in the sole discretion of the Council.
- M. *Interpretation.* This Agreement will not be construed against the drafting Party.
- N. *No Third-Party Beneficiaries.* This Agreement creates no enforceable rights for third parties.
- O. *Recording.* After Owners have paid the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, and the Annexation Ordinance, the City shall then promptly record this Agreement in the Utah County Recorder's Office.
- P. *Authority to Execute.* Each signatory warrants their legal authority to execute this Agreement.

[Signature pages follow]

CITY:

PROVO CITY

DATE:

By: _____
Name: Michelle Kaufusi
Title: Mayor

ATTEST:

DATE:

By: _____
Name: Heidi Allman
Title: Provo City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the _____ day of _____, 20____, personally appeared before me _____
_____ (person), who being by me duly sworn did say that s/he is
the _____ (title) of _____, and that the within and
foregoing instrument was signed on behalf of said Utah limited liability company with proper
authority and duly acknowledged to me that s/he executed the same.

Notary Public

Residing at: _____
Commission expires: _____

OWNER:

BRMK Provo Canyon LLC

DATE:

By: _____
Name: _____
Title: _____

The undersigned Consenting Owners hereby acknowledge and consent to the foregoing Annexation Agreement, to which these signature pages are attached, by and among Provo City, Utah, BRMK Provo Canyon LLC, and the Consenting Owners.

CONSENTING OWNERS:

JANIE GILLESPIE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Janie Gillespie, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

KYLE GILLESPIE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Kyle Gillespie, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

STANLEY SMITH, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Stanley Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

BRYAN GILLESPIE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Bryan Gillespie, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

EMILY GILLESPIE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Emily Gillespie, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

BROOKE RONEY, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Brooke Roney, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

BART GILLESPIE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Bart Gillespie, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

RUSSELL LOVELESS, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Russell Loveless, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

JASON WHITE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Jason White, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

JUDY WHITE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Judy White, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

WENDELL WHITE, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Wendell White, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

ALAN SMITH, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Alan Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

SHERRY SMITH, _____

State of Utah)

§
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Sherry Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

MINNIE SMITH, _____

State of Utah)

§
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Minnie Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

GARY SMITH, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Gary Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

SCOTT SMITH, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Scott Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

GINNY SMITH, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Ginny Smith, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

JASON SHERMAN, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Jason Sherman, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

WILLIAM SHERMAN, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared William Sherman, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

NANCY LYNN, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Nancy Lynn, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

SCOTT COX, _____

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared Scott Cox, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

Exhibit B
Legal Description and Annexation Plat of Property

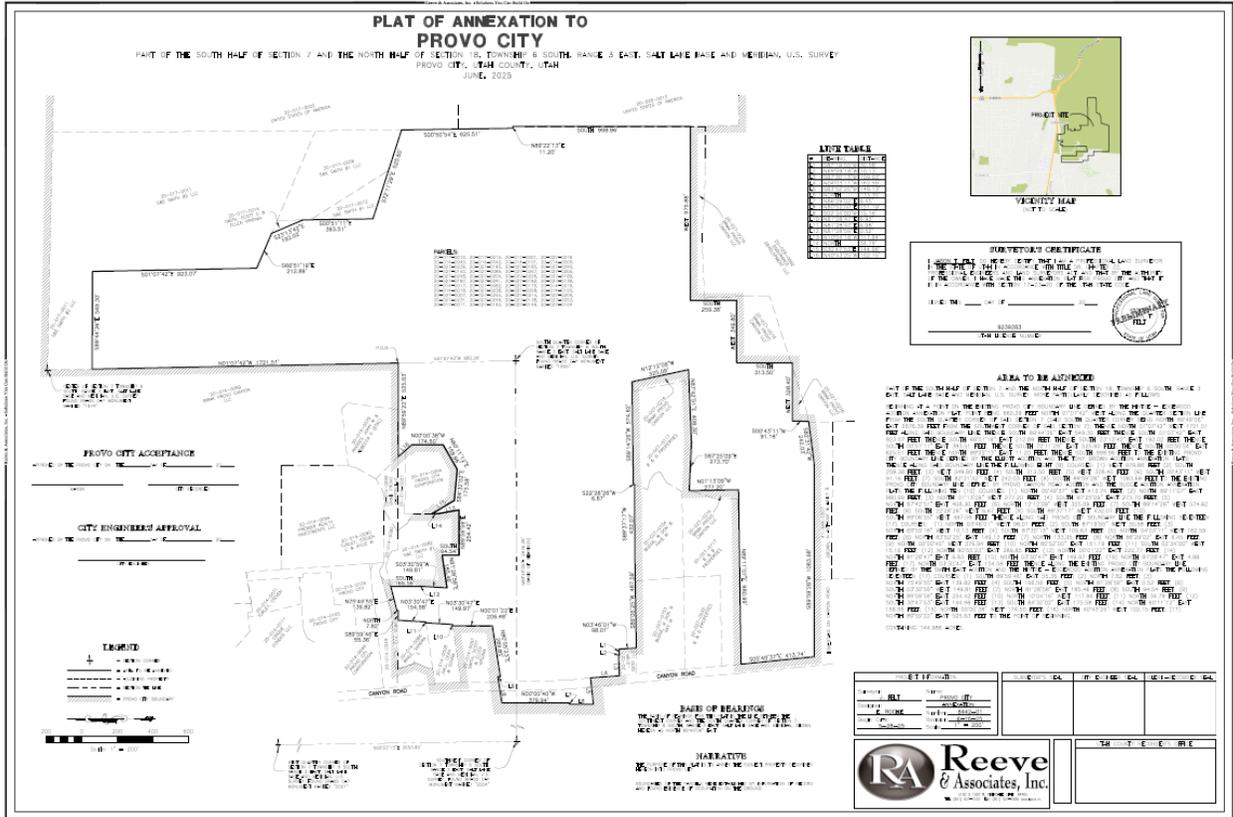
Legal Description

PART OF THE SOUTH HALF OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING PROVO CITY BOUNDARY LINE DEFINED BY THE HINTZE - EDGEWOOD ADDITION ANNEXATION PLAT, POINT BEING 660.29 FEET NORTH 01°07'42" WEST ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 7 (SAID SOUTH QUARTER CORNER BEING NORTH 89°49'06" EAST 2676.39 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 7); THENCE NORTH 01°07'42" WEST 1721.51 FEET ALONG SAID BOUNDARY LINE; THENCE SOUTH 89°44'36" EAST 549.30 FEET; THENCE SOUTH 01°07'42" EAST 923.07 FEET; THENCE SOUTH 66°51'19" EAST 212.89 FEET; THENCE SOUTH 23°13'42" EAST 192.02 FEET; THENCE SOUTH 00°51'11" EAST 393.51 FEET; THENCE SOUTH 72°11'29" EAST 525.60 FEET; THENCE SOUTH 00°50'54" EAST 625.51 FEET; THENCE NORTH 89°22'13" EAST 11.20 FEET; THENCE SOUTH 998.96 FEET TO THE EXISTING PROVO CITY BOUNDARY LINE DEFINED BY THE ELLIOTT ADDITION AND THE TONY BROWN ADDITION ANNEXATION PLATS; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING EIGHT (8) COURSES: (1) WEST 979.88 FEET (2) SOUTH 259.38 FEET; (3) WEST 349.80 FEET; (4) SOUTH 313.50 FEET; (5) WEST 328.40 FEET; (6) SOUTH 00°43'11" WEST 91.16 FEET; (7) SOUTH 82°31'42" WEST 242.03 FEET; (8) SOUTH 89°59'28" WEST 1083.68 FEET TO THE EXISTING PROVO CITY BOUNDARY LINE DEFINED BY PROVO CANYON ROAD ADDITION AND THE BUDGE ADDITION ANNEXATION PLATS THE FOLLOWING TEN (10) COURSES: (1) NORTH 05°49'37" WEST 413.74 FEET; (2) NORTH 89°11'07" EAST 980.99 FEET; (3) NORTH 01°13'09" WEST 277.20 FEET; (4) SOUTH 87°25'09" EAST 273.70 FEET; (5) NORTH 87°42'51" EAST 408.30 FEET; (6) NORTH 12°12'09" WEST 325.09 FEET; (7) SOUTH 89°14'26" WEST 574.62 FEET; (8) SOUTH 22°28'26" WEST 6.67 FEET; (9) SOUTH 89°37'17" WEST 432.07 FEET; (10) SOUTH 89°06'25" WEST 487.59 FEET; THENCE ALONG SAID PROVO CITY BOUNDARY LINE THE FOLLOWING SEVENTEEN (17) COURSES: (1) NORTH 03°46'01" WEST 98.01 FEET; (2) SOUTH 87°19'55" WEST 30.58 FEET; (3) NORTH 69°59'18" WEST 10.13 FEET; (4) SOUTH 87°30'13" WEST 109.63 FEET; (5) NORTH 04°03'11" WEST 162.59 FEET; (6) NORTH 83°52'25" EAST 149.13 FEET; (7) NORTH 133.35 FEET; (8) NORTH 86°29'02" EAST 6.45 FEET; (9) NORTH 00°00'40" WEST 379.94 FEET; (10) NORTH 80°52'00" EAST 151.19 FEET; (11) SOUTH 02°34'00" WEST 15.16 FEET; (12) NORTH 80°55'23" EAST 289.85 FEET; (13) NORTH 00°01'22" EAST 222.77 FEET; (14) NORTH 81°28'47" EAST 6.93 FEET; (15) NORTH 03°30'47" EAST 149.97 FEET; (16) NORTH 81°28'47" EAST 4.98 FEET; (17) NORTH

03°30'47" EAST 154.58 FEET; THENCE ALONG THE EXISTING PROVO CITY BOUNDARY LINE DEFINED BY THE SMITH EAST ADDITION AND THE HINTZE - EDGEWOOD ADDITION ANNEXATION PLATS THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 89°59'46" EAST 55.36 FEET; (2) NORTH 7.82 FEET; (3) NORTH 75°49'55" EAST 139.82 FEET; (4) SOUTH 166.56 FEET; (5) NORTH 81°28'59" EAST 0.52 FEET; (6) SOUTH 03°30'59" WEST 149.81 FEET; (7) NORTH 81°28'58" EAST 185.46 FEET; (8) SOUTH 94.54 FEET; (9) NORTH 89°59'59" EAST 254.42 FEET; (10) NORTH 10°04'16" WEST 117.94 FEET; (11) NORTH 34.79 FEET; (12) SOUTH 30°47'53" EAST 144.96 FEET; (13) SOUTH 84°32'02" EAST 175.58 FEET; (14) NORTH 60°11'12" EAST 159.96 FEET; (15) NORTH 00°00'38" WEST 174.50 FEET; (16) NORTH 40°43'25" WEST 102.15 FEET; (17) NORTH 89°59'22" EAST 525.63 FEET TO THE POINT OF BEGINNING.

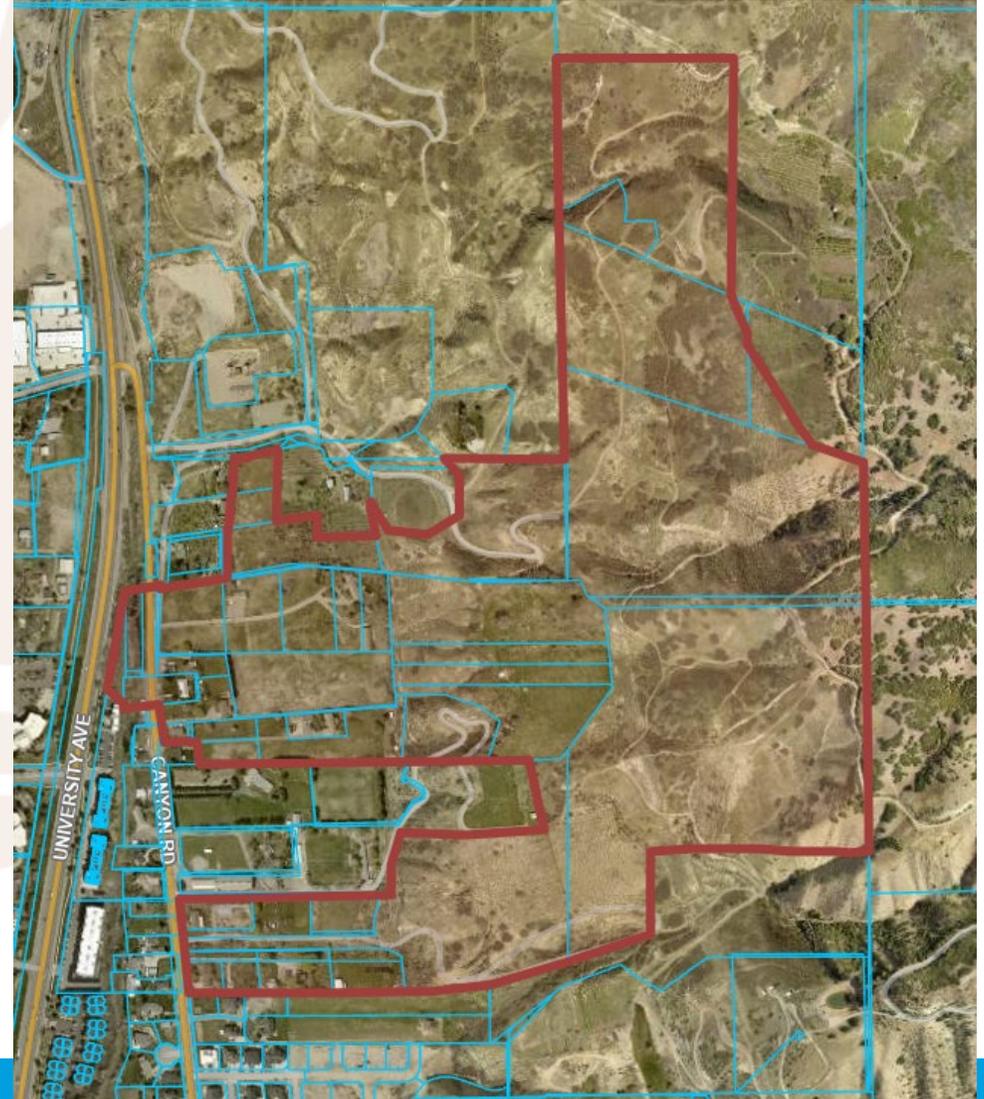
CONTAINING 144.986 ACRES.

Annexation Plat



Foothill Orchard Annexation

- Approximately 144 acres of land
- There is a mix of lots with single family homes and undeveloped lots
- The applicant will be seeking development opportunities after being annexed.
- The area will be zoned OSPR upon entering being annexed in.



Next Steps

For the Annexation:

- The Council to approve an ordinance.
- The State Certifies the annexation and it gets recorded.

For development:

- Council approves the property to be rezoned and approves a concept plan.
- Planning Commission approves a project plan.

The applicant is aware of the process and has been working with the City to have the correct applications ready to submit.



***ITEM 3** Mandy Madrid requests annexation of approximately 144 acres of land located at approximately 5078 N Canyon Road. North Timpview Neighborhood. Jessica Dahneke (801) 852-6413 jdahneke@provo.org PLANEX20240331

Applicant: BRMK PROVO CANYON LLC

Staff Coordinator: Jessica Dahneke

Property Owner: BRMK PROVO CANYON LLC (ET AL See Exhibit A)

Parcel ID#: See Exhibit A

Number of lots: 44

Acreage: 144.98

Relevant History: On September 23, 20025, the Municipal Council passed the resolution to accept the petition of the proposed annexation.

Neighborhood Issues: This annexation was presented at two neighborhood meetings. A poll was taken at the first neighborhood meeting with a total of 30 residents in favor of the annexation, four against the annexation, and seven residents undecided. At the time of the staff report no specific concerns have been raised directly to staff.

Summary of Key Issues:

- The proposed area to be annexed is in area 5 of the Annexation Policy Map.
- Staff is recommending an annexation agreement be signed prior to Council approving the ordinance for annexation.

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is December 10, 2025 at 6:00 P.M.*
2. **Deny** the requested variance. *This action would not be consistent with the recommendations of the Staff Report. The Board of Adjustment should state new findings.*

Staff Recommendation: That the Planning Commission **recommend approval** to the Municipal Council of an ordinance annexing approximately 144 acres, located at approximately at 5078 N Canyon Road with the condition that an annexation agreement is signed prior to the ordinance being approved.

OVERVIEW

BRMK Provo Canyon LLC, on behalf of their property and the properties listed in Exhibit A, are petitioning annexation of approximately 144.98 acres into Provo City.

The proposed annexation area is located within areas five of the Annexation Policy Map. The Annexation Policy Map sets forth the following guidelines for area five:

“Area Five is bounded on the west and south by existing Provo City limits, and on the east by the Uinta National Forest boundary. Existing water pressure zones can serve this area to an elevation of approximately 4,876 feet. Area Five can be served by gravity wastewater systems, but main lines would have to be extended into the area from existing lines several thousand feet away. Development in a sizeable portions of this area would be subject to the city’s Hillside Development Standards, as well as the Critical Hillside Overlay Zone (CHOZ). The General Plan Map calls for residential development in a portion of this area; however, any property identified as Agriculture on the map should be included in the OSPR zone upon being annexed. Any future development project requiring a rezone from the OSPR zone would be required to demonstrate a substantial benefit to the city and would be subject to the requirements of the Critical Hillside Overlay Zone. Additionally, Area Five should be expanded to include any properties in Area Six that are privately held.”

STAFF ANALYSIS

The proposed annexation completes Area Five of the Annexation Policy Map, filling in a substantial portion of the Northeast area and bringing all privately owned properties in Area Five into the city. According to the General Plan Future Land Use Map, the lower portion of this annexation area should be zoned for residential use, while the upper portion should be zoned agricultural. Any future rezoning and development should reflect these designated land uses.

The application has been reviewed by the CRC committee, and all departments have approved it. With this much land being proposed to be annexed in, Public Works emphasized the need for an annexation agreement that acknowledges the property owner's responsibilities for providing utilities and infrastructure. Staff support the annexation contingent upon an annexation agreement to establish a clear understanding of the expectations and obligations for any property owner seeking to develop in the area.

FINDINGS OF FACT

1. The proposed annexation area falls within areas 5 of the Provo City Annexation Policy Map
2. The General Plan Future Land Use Map shows the area as residential, agricultural, and as having development concerns.
3. The applicant signing an annexation agreement acknowledging the owners’ responsibilities regarding development has been added as a condition of approval.

CONCLUSIONS

The proposed annexation is consistent with the adopted Annexation Plan and will benefit the city. However, given the area's development sensitivity, staff believe an annexation agreement is necessary to establish and record a clear understanding of development responsibilities. Therefore, staff suggests that the Planning Commission recommend to the Municipal Council approval of an ordinance for annexation contingent upon the execution of an annexation agreement.

ATTACHMENTS

1. Parcel Numbers and Property Owners
2. Annexation Plat Map
3. Aerial Image of the property
4. Annexation Policy Map
5. General Plan Future Land Use Map

ATTACHMENT 1 – PARCEL NUMBERS AND PROPERTY OWNERS

BRMK Provo Canyon LLC: 20:014:0040, 20:014:0042, 20:014:0101, 20:014:0006,
20:017:0010, 20:017:0015, 20:017:0001, 20:027:0216

Janie Gillespie: 20:027:0239, 20:027:0195, 20:027:0185, 20:027:0240, 20:027:0140,
20:027:0085

Stanley Smith: 20:027:0247, 20:027:0205, 20:027:0248, 20:027:0204, 20:027:0226

Bryan and Emily Gillespie: 20:027:0189

B&B Properties 20:027:0187

Bart Gillespie, Bryan Gillespie, and Kyle Gillespie: 20:027:0241

Russell Loveless: 20:027:0182

5400 N Canyon LLC: 20:027:0139, 20:014:0017, 20:027:0082, 20:027:0176,
20:014:0016, 20:014:0018, 20:027:0238, 20:027:0008, 20:014:0100, 20:027:0007

Judy and Wendell White: 20:027:0244, 02:027:0214

Alan and Sherry Smith: 20:027:0206, 20:207:0231, 20:027:0246

Minnie and Garry Smith: 20:027:0138, 20:027:0253

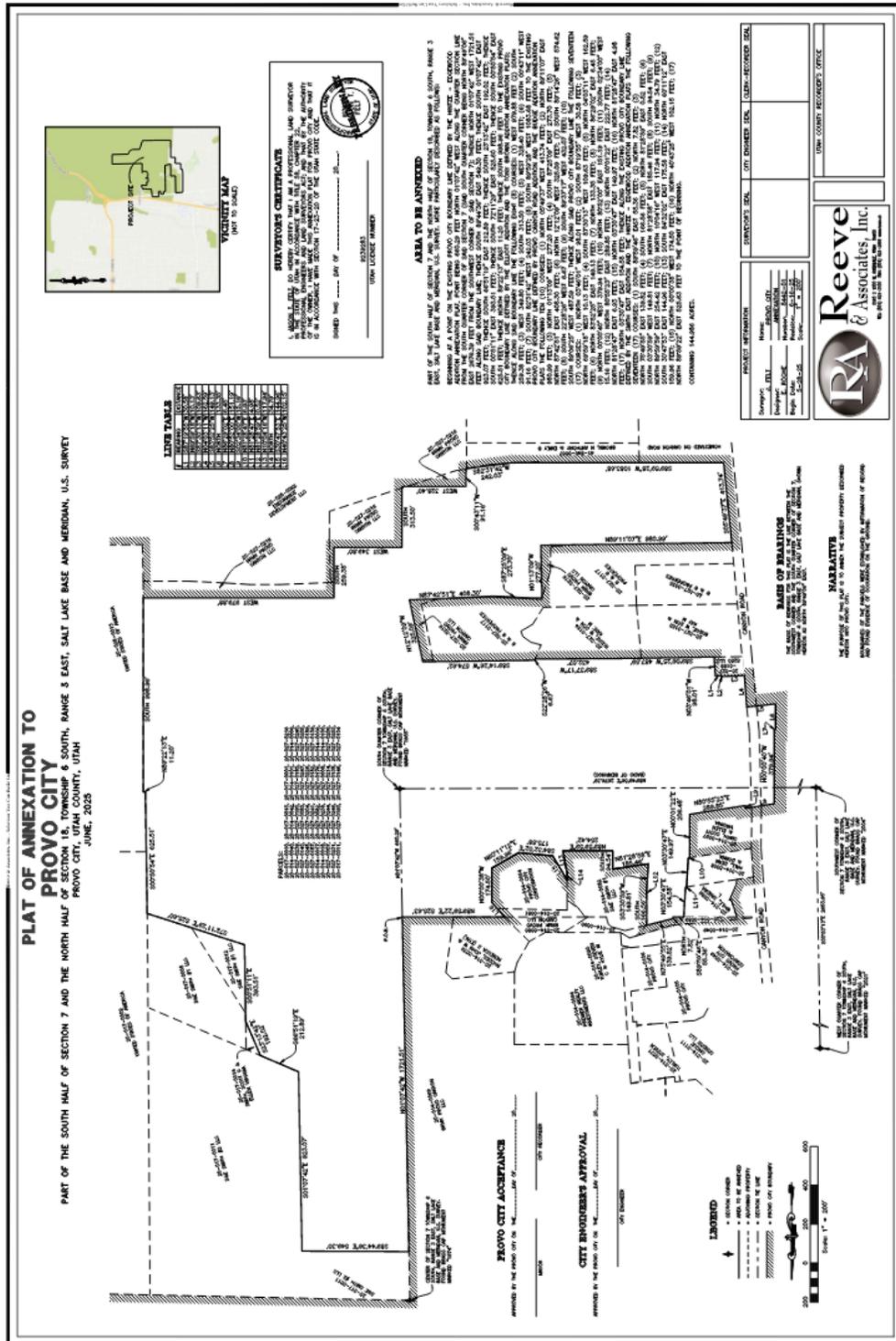
Scott and Ginny Smith: 20:017:0011

Jason Sherman: 20:027:0193

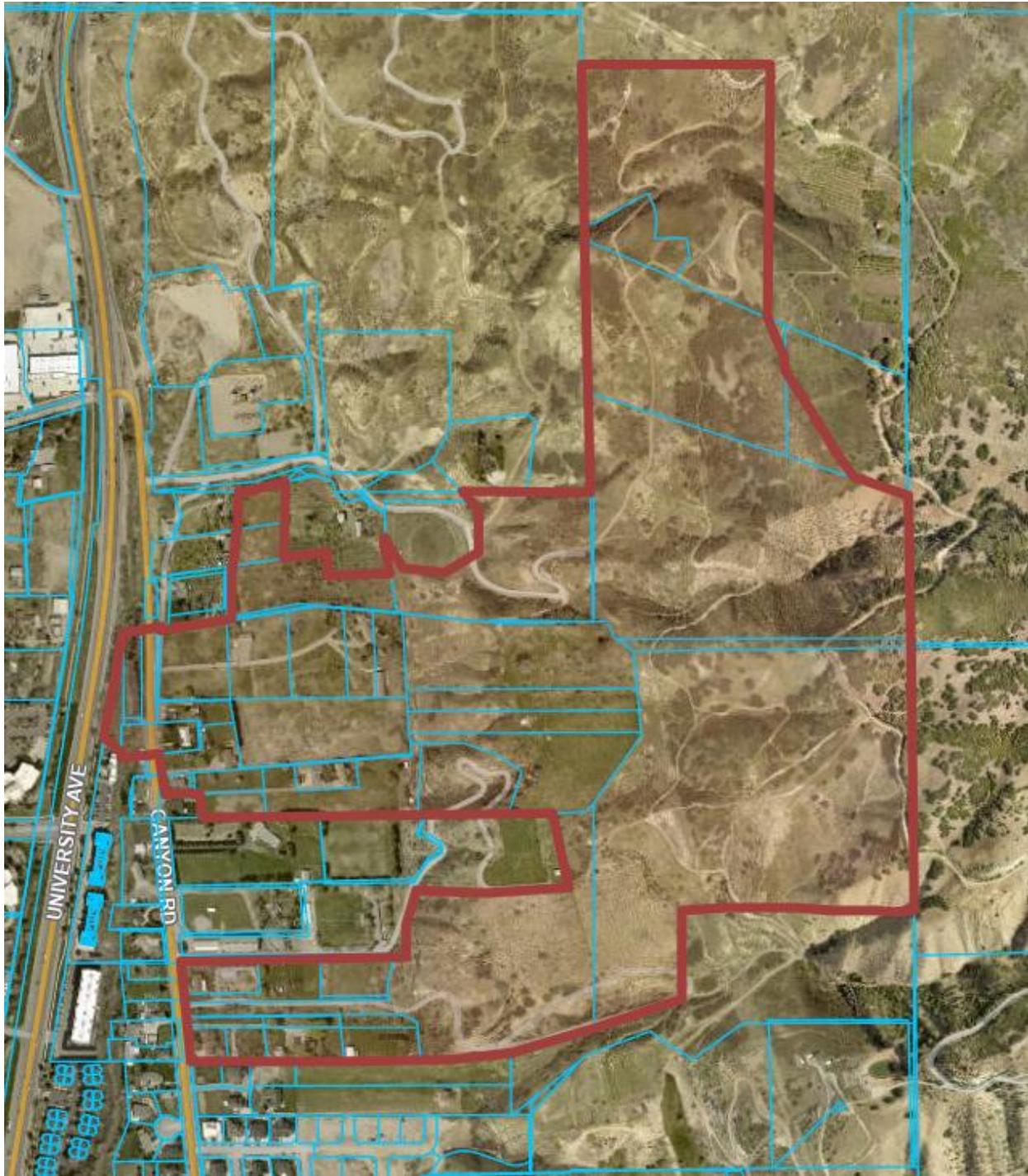
Jason and William Sherman: 20:027:0146

Nancy Lynn and Scott Cox: 20:027:0104

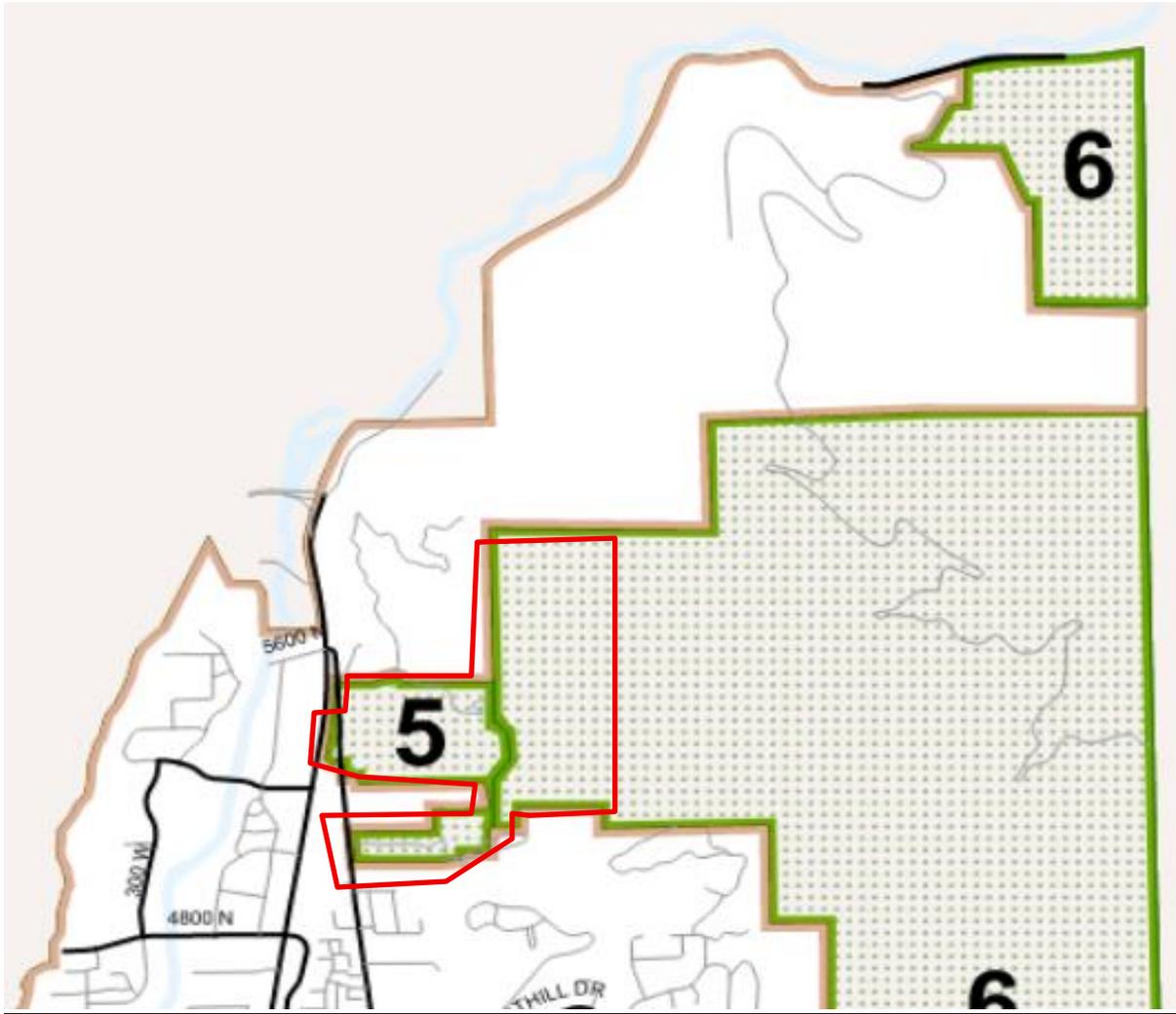
ATTACHMENT 2 – ANNEXATION PLAT MAP



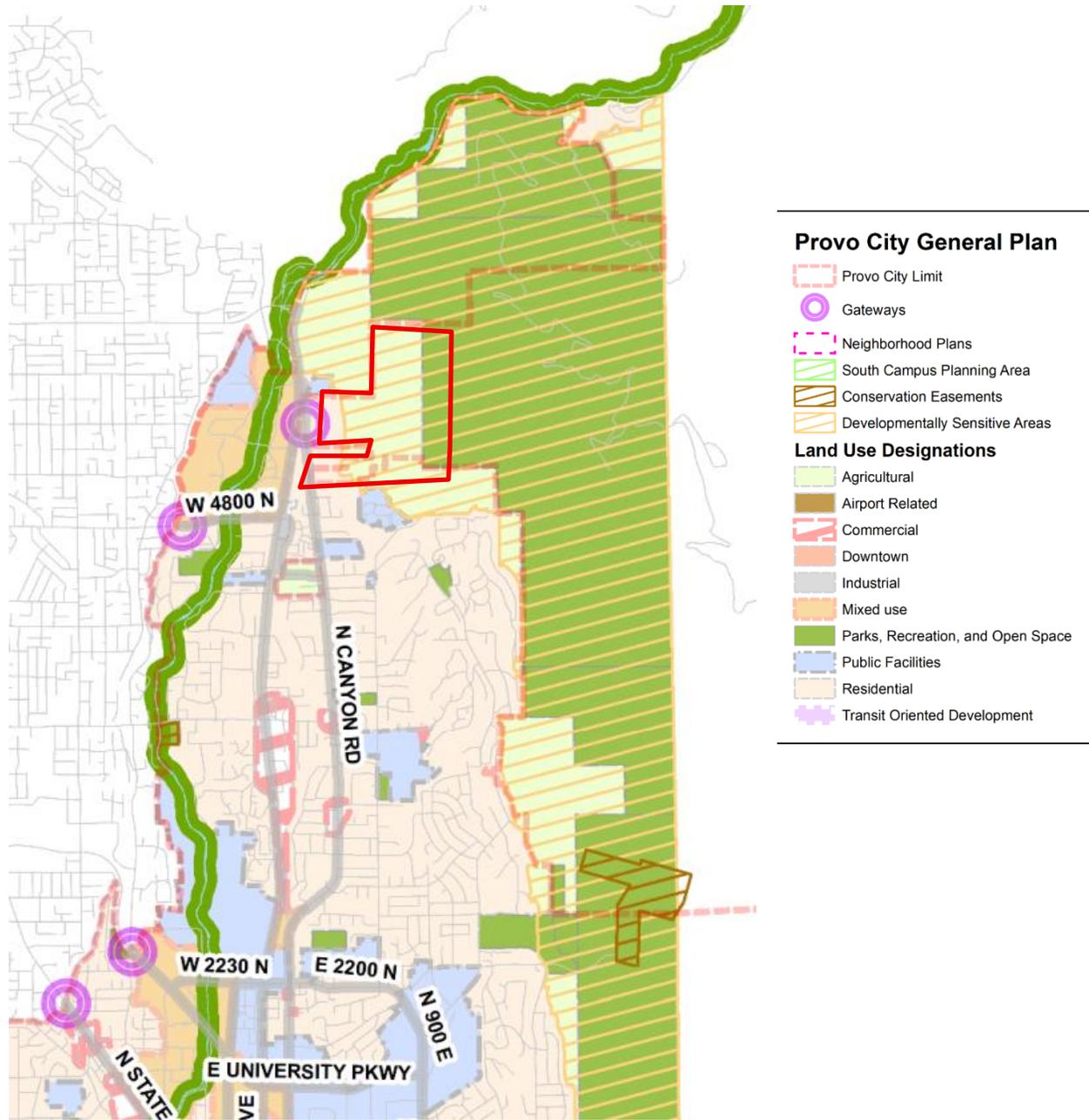
ATTACHMENT 3 – AERIAL IMAGE OF THE PROPERTY



ATTACHMENT 4 – ANNEXATION POLICY MAP



ATTACHMENT 5 – GENERAL PLAN FUTURE LAND USE MAP



Provo City Planning Commission

Report of Action

November 12, 2025

***ITEM 3** Mandy Madrid requests annexation of approximately 144 acres of land located at approximately 5078 N Canyon Road. North Timpview Neighborhood. Jessica Dahneke (801) 852-6413 jdahneke@provo.org PLANEX20240331

The following action was taken by the Planning Commission on the above described item at its regular meeting of November 12, 2025:

RECOMMENDED APPROVAL WITH CONDITIONS

On a vote of 8:0, the Planning Commission recommended that the Municipal Council approve the above noted application with the condition of an annexation agreement being signed.

CONDITIONS OF APPROVAL:

An annexation agreement being signed prior to the Municipal Council passing an ordinance to accept the annexation.

Motion By: Matt Wheelwright

Second By: Jon Lyons

Votes in Favor of Motion: Melissa Kendall, Lisa Jensen, Daniel Gonzales, Joel Temple, Jon Lyons, Matt Wheelwright, Anne Allen, Jonathon Hill

Jonathon Hill 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 ANNEXED

The property to be annexed is described in the attached Exhibit A.

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 on the condition that an annexation agreement is signed.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 7/16/2025 and 10/1/2025.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.

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:

APPLICANT RESPONSE

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

- The applicant stated that through this process they will be working with the neighbors to help address some long-standing issues on some of the existing lots.
- The applicant highlighted their intent to work within what is recommended in the General Plan and the Northeast Neighborhood Plan.
- In response to a question about concerns that were raised at the July neighborhood meeting the applicant stated that the biggest concern was regarding possible townhomes which they will remove as part of the final concept plan.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Temple asked about the proposed zoning for the area, Staff stated that it will be annexed with the OSPR zoning
- Commissioner Wheelwright asked how this annexation agreement would be different, Staff stated that the agreement is expanded to include additional information because it is a larger area.
- Commissioner Hill asked what the City knows about the potential development in the area, Staff explained that there have been many meetings to discuss possible development ideas and best practices for the hillside area to ensure that the applicant has a good understanding of the development options, but nothing has been agreed to or is binding at this stage. He then asked if the applicant couldn't develop the way they wanted to, is there a downside to still annexing the property. Staff stated that being in the City does give them more options than staying in the county.
- Commissioner Wheelwright stated that he was a part of the July neighborhood meeting and stated that in addressing some of the concerns with the townhomes and that with that addressed a majority of the neighborhood is very excited about this annexation.
- Commissioner Jensen highlighted that they will review the final concept plan after the annexation is approved but she wanted to ensure that they evaluate if the townhomes are the best planning option for the area.



Planning Commission Chair



Director of Development Services

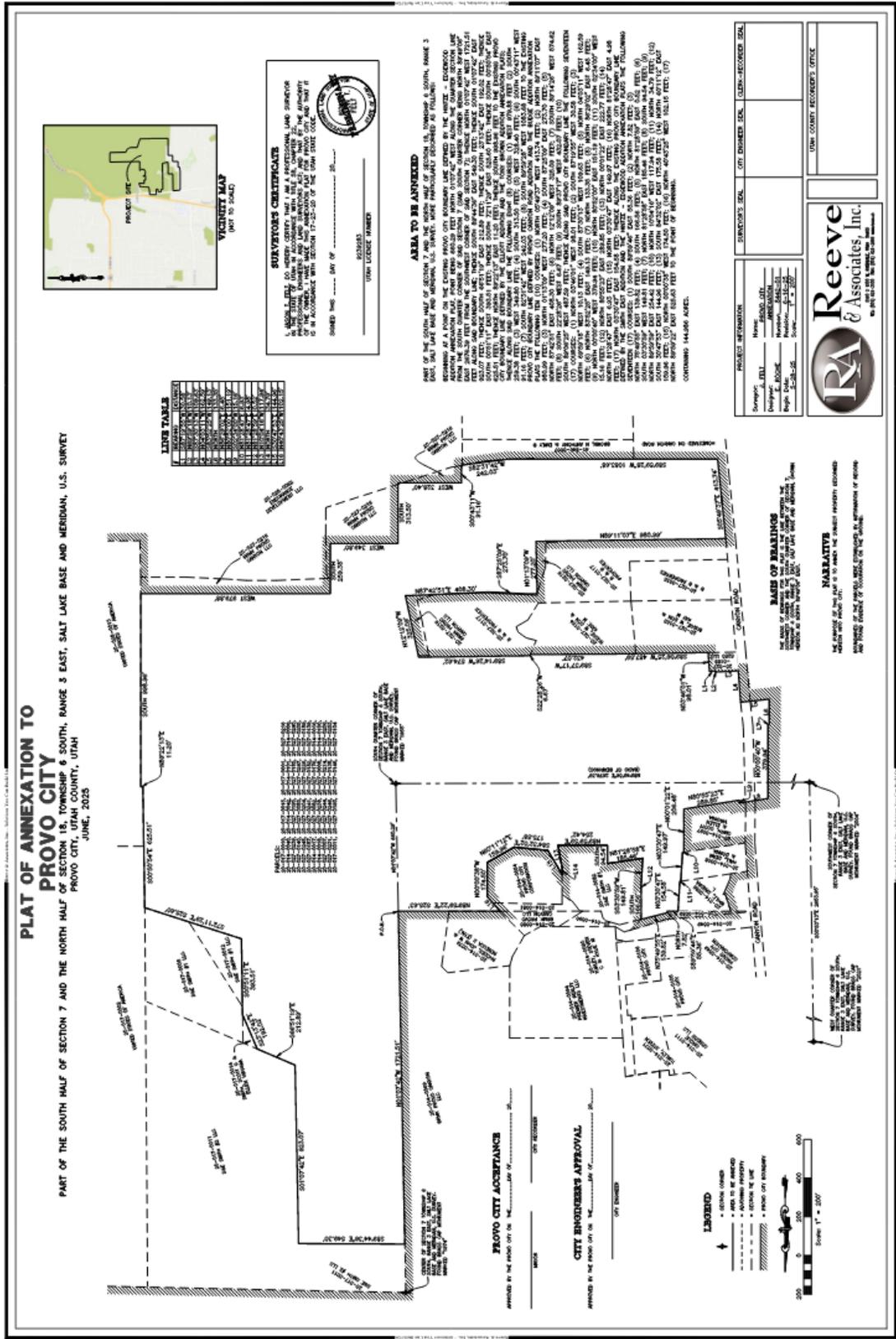
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, 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



**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: JDAHNEKE
Presenter: Jessica Dahneke, City Planner
Department: Development Services
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 10 Minutes
CityView or Issue File Number: PLANEX20240260

SUBJECT: 6. An ordinance approving the petition to annex approximately 1.99 acres of property located at 5490 and 5480 North Canyon Road. North Timpview neighborhood. (Planex20240260)

RECOMMENDATION: Approve the ordinance to accept the petition to annex approximately 1.99 acres of property located at 5490 and 5480 North Canyon Road

BACKGROUND: On September 23, 2025 the Municipal Council passed the resolution to accept the petition of the proposed annexation. On November 12, 2025, the Planning Commission recommended approval to the Municipal Council on the condition that an annexation agreement is signed.

FISCAL IMPACT: n/a

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
The proposed annexation is part of areas 5 and 6 of the General Plan Annexation Policy Map.

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

44
45 C. This ordinance takes effect immediately after it has been posted or published in accordance
46 with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code
47 Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

48
49 D. The Municipal Council directs that this ordinance remain uncodified.

50

51

ANNEXATION AGREEMENT
between
Provo, Utah
and
SANDRA WHITE AND DONNA HALL

The Parties to this Annexation Agreement (the “**Agreement**”) are Provo (the “**City**”), a Utah municipality and a political subdivision of the State of Utah, and Sandra White and Donna Hall (“**Owner**”). The Parties entered into this Agreement as of the date it was fully executed as shown on the signature page(s).

RECITALS

The area proposed for this Annexation is described in Exhibit A and is referred to herein as the “Property.”

The Parties intend to define annexation procedures and parameters through this Agreement. Any future development must comply with this Agreement and Provo City Code Titles 14 and 15 (“**Land Use Code**”), or their successors.

The Planning Commission and Municipal Council held public hearings regarding the annexation. The Municipal Council authorized the Mayor to execute this Agreement.

AGREEMENT

Article I – Recitals

The Parties confirm the accuracy of the above recitals and incorporate them as part of this Agreement.

Article II – Annexation of the Property

Once Parties sign this Agreement, the City will move forward to complete consideration of the annexation petition. Approval of the annexation petition is in the sole discretion of the Municipal Council and execution of this Agreement does not require or guarantee approval of the petition.

Article III – Zoning of the Property

Upon annexation, the Property will be zoned A1.1 on the Provo City Zoning Map. The City will consider applications to rezone all or any portion of the Property to some other zone in accordance with City Code.

Article IV – Development and Use of the Property

- A. The Property may be used only for the uses authorized by Provo City Code (PCC), and all procedures and requirements of the PCC must be followed. Permitted uses and development must comply with this Agreement, the PCC, the Building Code and all applicable City, state, and federal laws and regulations.
- B. Owners acknowledge that utility and infrastructure improvements required for development are the responsibility of the individual owners. The City is not obligated to extend and fund such infrastructure as may be necessary to make development of the Property possible.

Article V – Mutual Assistance

The Parties will do all things necessary to fulfill the terms and objectives of this Agreement, and will reasonably assist each other in fulfilling these terms and objectives. The Parties will take all reasonable actions to implement this Agreement, including giving notices, holding hearings, enacting resolutions, and other necessary steps. However, the City is not required to perform unreasonable actions nor other actions that would not customarily be performed by the City in similar circumstances. Further, the City will not be required to incur any liability or expenditure that is not reimbursed by Owners. If the Annexation of the Property is not approved by the Provo Municipal Council within __ days of the execution of this Agreement, the Agreement is null and void. Owners may withdraw their petition to annex prior to Council approval of the annexation by delivering notice in writing to the City, in which case this Agreement is also null and void.

Article VI – Remedies

Any Party may seek specific performance or legal/equitable remedies for breach. Remedies are cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Before initiating enforcement, the non-breaching Party must give written notice of the breach and allow thirty (30) days for a cure (with a possible sixty (60) day extension if cure efforts are underway). Owners waive any claim for monetary damages against the City or its representatives. Failure to promptly seek a remedy upon the discovery of a breach will not be construed as a waiver of the right to enforce any term or condition. Delays caused by circumstances beyond a Party's control will extend performance deadlines accordingly.

Article VII – Miscellaneous

A. *Notices.* Any notice to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to City:	If to Owner:
Provo City Recorder	Sandra White
445 W Center St Provo, UT 84601	5490 N Canyon Rd Provo, UT 84604
With a copy to: Provo City Attorney's Office 445 W Center St Provo, UT 84601	With a copy to: Donna Hall 5480 N Canyon Rd Provo, UT 84604

- B. *Entire Agreement.* This Agreement represents the full understanding between the Parties and supersedes any prior agreements.
- C. *Amendment.* This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest. If consent of the Municipal Council is required, that consent must be accomplished by passage of a resolution by vote of the Council.
- D. *Severability.* If any provision of this Agreement is found invalid, the remainder remains enforceable.
- E. *Survival.* Agreement provisions remain effective after annexation or zoning actions and shall not be merged or expunged by such actions.
- F. *Successors and Assigns.* This Agreement binds and benefits successors and assigns and runs with the land.
- G. *Time Is of the Essence.* Timing is essential to this Agreement.
- H. *Rights Cumulative.* Rights and remedies under this Agreement are cumulative unless otherwise specified.
- I. *Non-Waiver.* The City's failure to timely enforce any provision does not waive future enforcement of that provision nor any other provision of the Agreement.
- J. *Consents.* Consents must be in writing unless otherwise stated.

- K. *Governing Law.* Utah law governs this Agreement.
- L. *City Approval.* City approval, when needed under this Agreement, must not be unreasonably withheld or delayed. This paragraph does not apply to discretionary decisions of the Municipal Council. Such approvals may be granted or withheld in the sole discretion of the Council.
- M. *Interpretation.* This Agreement will not be construed against the drafting Party.
- N. *No Third-Party Beneficiaries.* This Agreement creates no enforceable rights for third parties.
- O. *Recording.* After Owners have paid the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, and the Annexation Ordinance, the City shall then promptly record this Agreement in the Utah County Recorder's Office.
- P. *Authority to Execute.* Each signatory warrants their legal authority to execute this Agreement.

[Signature pages follow]

CITY:

PROVO CITY

DATE:

By: _____

Name: Michelle Kaufusi

Title: Mayor

ATTEST:

DATE:

By: _____

Name: Heidi Allman

Title: Provo City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the _____ day of _____, 20____, personally appeared before me _____
_____ (person), who being by me duly sworn did say that s/he is
the _____ (title) of _____, and that the within and
foregoing instrument was signed on behalf of said Utah limited liability company with proper
authority and duly acknowledged to me that s/he executed the same.

Notary Public

Residing at: _____

Commission expires: _____

OWNER:

Sandra White

DATE:

By: _____

Name: _____

Title: _____

Donna Hall

DATE:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF UTAH)
)
)
COUNTY OF UTAH)

:ss

On the _____ day of _____, 20____, personally appeared before me _____
_____ (person), who being by me duly sworn did say that s/he is
the _____ (title) of _____, and that the within and
foregoing instrument was signed on behalf of said Utah limited liability company with proper
authority and duly acknowledged to me that s/he executed the same.

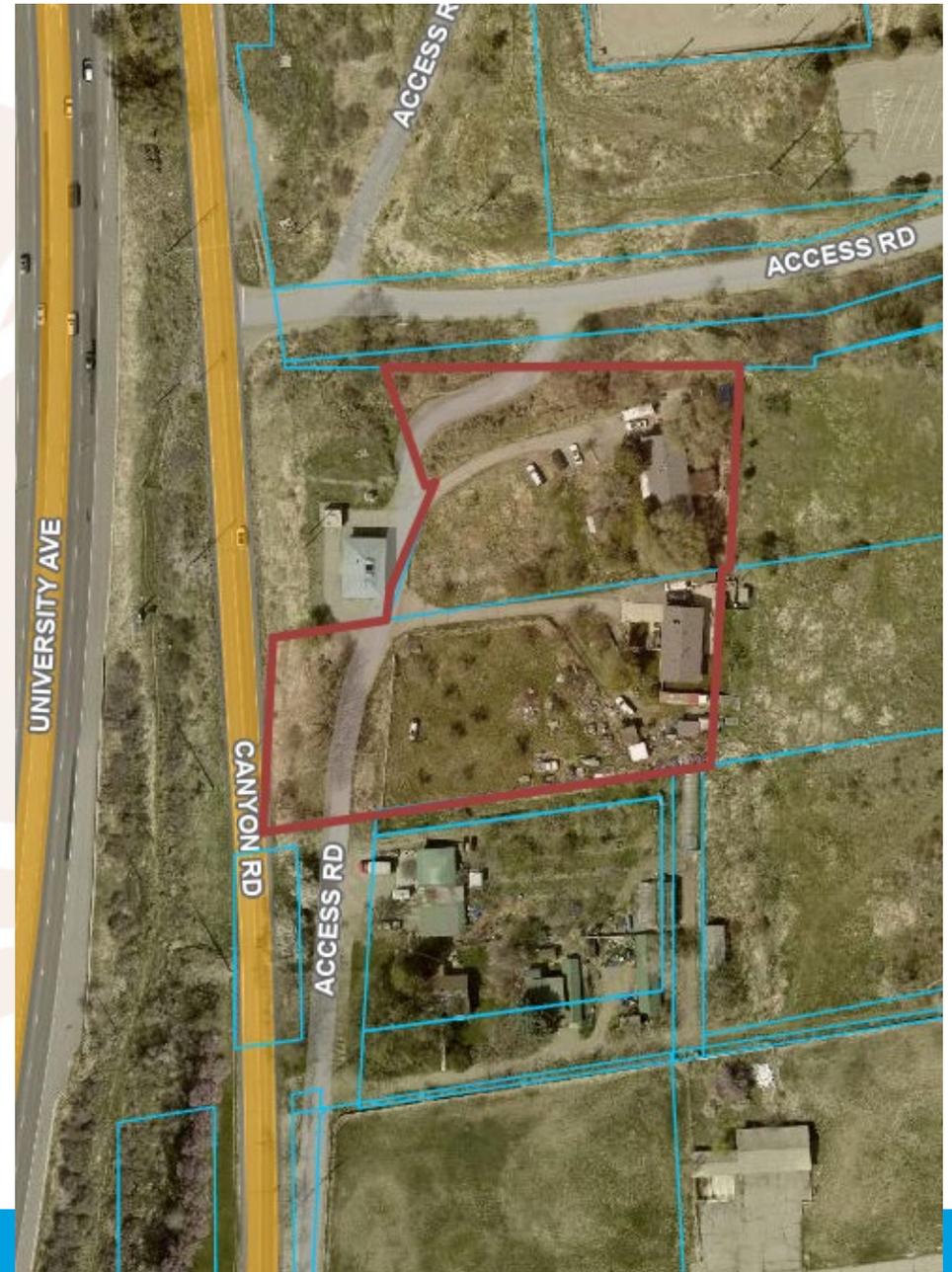
Notary Public

Residing at: _____

Commission expires: _____

White Hall Annexation

- Approximately 2 acres of land
- Both lots have existing homes
- The applicants are seeking to be zoned A1.1 upon entering the city.



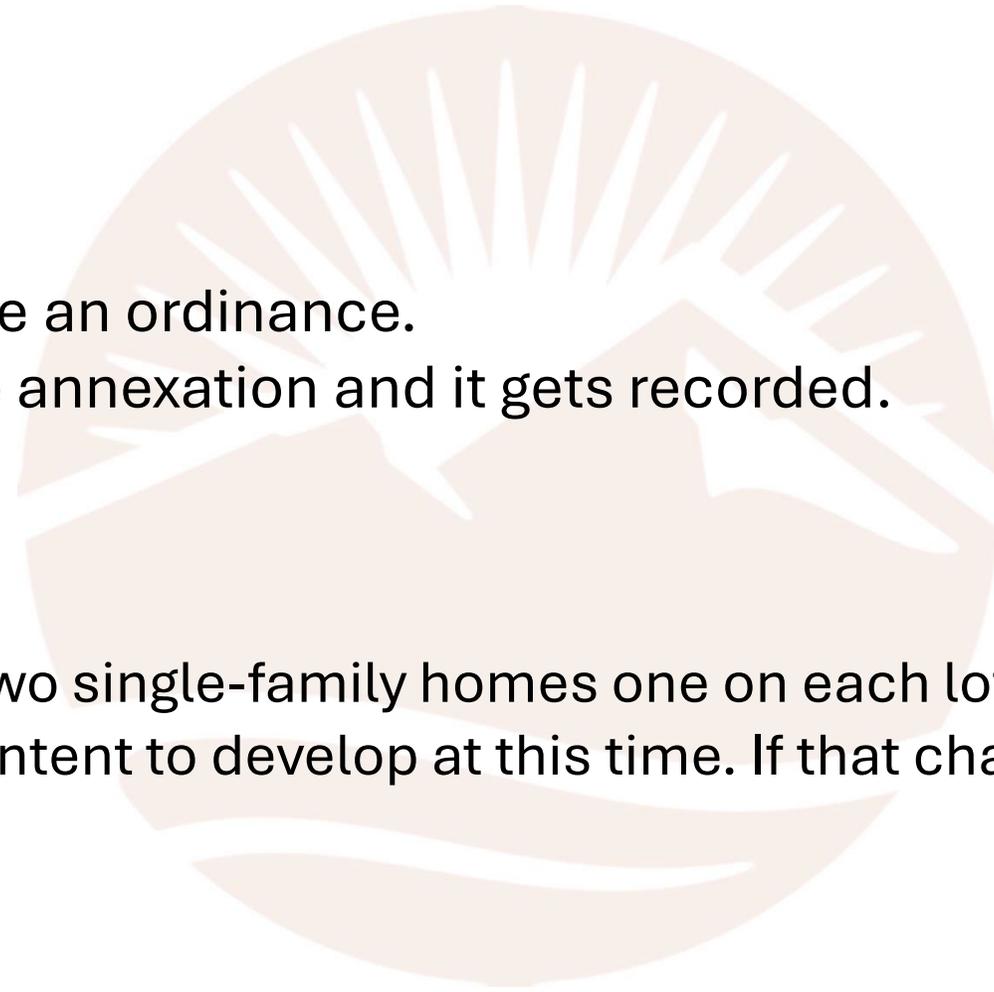
Next Steps

For the Annexation:

- The Council to approve an ordinance.
- The State Certifies the annexation and it gets recorded.

For development:

- There currently exists two single-family homes one on each lot. Neither property owner is annexing in with the intent to develop at this time. If that changes the property will need to be rezoned.



***ITEM 2** Sandra White and Donna Hall request annexation of 1.99 acres of property into Provo City, located at 5480 and 5490 North Canyon Road. North Timpview Neighborhood. Jessica Dahneke (801) 852-6413 jdahneke@provo.org PLANEX20240260

<p>Applicant: WHITE, SANDRA L Sandy White HALL, DEAN B & DONNA R</p> <p>Staff Coordinator: Jessica Dahneke</p> <p>Property Owner: WHITE, SANDRA LHALL, DEAN B & DONNA R</p> <p>Parcel ID#:20:014:0008 20:014:0086</p> <p>Acreage: 1.99</p> <p>Number of Properties: 2</p> <p>Number of Lots: 2</p> <p><u>ALTERNATIVE ACTIONS</u></p> <ol style="list-style-type: none"> Continue to a future date to obtain additional information or to further consider information presented. <i>The next available meeting date is December 10, 2025 at 6:00 P.M.</i> Deny the requested variance. <i>This action <u>would not be consistent</u> with the recommendations of the Staff Report. The Board of Adjustment should <u>state new findings</u>.</i> 	<p>Relevant History: On September 23, 20025, the Municipal Council passed the resolution to accept the petition of the proposed annexation.</p> <p>Neighborhood Issues: This annexation has been presented at one neighborhood meeting; no concerns were raised. No direct comments have been made to staff at the time of the staff report.</p> <p>Summary of Key Issues:</p> <ul style="list-style-type: none"> The proposed area to be annexed is in area 5 of the Annexation Policy Map. The applicant is seeking to be annexed in with the A1.1 zoning An annexation agreement will be expected before final approval of the ordinance. <p>Staff Recommendation: Recommend approval of an ordinance annexing 1.99 acres, located at approximately at 5490 N Canyon Road to the municipal council with the condition that an annexation agreement is signed prior to the ordinance being approved.</p>
--	---

OVERVIEW

Sandra White and Donna Hall are petitioning to annex two parcels, 20:014:0008 and 20:014:0086 located along Canyon Road. The proposed Annexation area is located within Area five of the Annexation Policy Map. The Annexation Map and Policies state the following for Area Five:

“Area Five is bounded on the west and south by existing Provo City limits, and on the east by the Uinta National Forest boundary. Existing water pressure zones can serve this area to an elevation of approximately 4,876 feet. Area Five can be served by gravity wastewater systems, but main lines would have to be extended into the area from existing lines several thousand feet away. Development in a sizeable portion of this area would be subject to the city’s Hillside Development Standards, as well as the Critical Hillside Overlay Zone (CHOZ) . The General Plan Map calls for residential development in a portion of this area; however, any property identified as Agriculture on the map should be included in the OSPR zone upon being annexed. Any future development project requiring a rezone from the OSPR zone would be required to demonstrate a substantial benefit to the city and would be subject to the requirements of the Critical Hillside Overlay Zone. Additionally, Area Five should be expanded to include any properties in Area Six that are privately held.”

While the recommended zoning for the property according to the Annexation Policy Map is Open Space Preservation and Recreation (OSPR) zoning, the applicant is seeking to enter the city with an agricultural zoning of A1.1.

STAFF ANALYSIS

One of the primary purposes of annexing a property as OSPR is to ensure that future development plans undergo the rezone process and are evaluated for potential impacts on the surrounding community and developmentally sensitive areas. The A1.1 zone only allows one single-family dwelling with a minimum lot size of one acre. With these zoning requirements, the A1.1 zone still provides the same requirement of a rezone before the property could be substantially redeveloped. Staff are comfortable recommending approval of the annexation with A1.1 zoning, provided that an annexation agreement acknowledging the developmentally sensitive area and establishing that the property owner will be responsible for impacts to utilities and providing infrastructure for any future development.

This zoning recommendation also aligns with broader planning goals. According to the General Plan Future Land Use Map, the recommended use for the property is residential. Allowing this property to annex with A1.1 zoning respects the historical and current use of the property while still allowing any future rezone to propose a residential zoning that more fully aligns with the General Plan’s recommendations.

FINDINGS OF FACT

1. The proposed annexation area falls within area five of the Provo City Annexation Policy Map.
2. The applicant is seeking to be annexed in with the A1.1 zoning.

3. A1.1 zoning would still require future development to go through a rezone process.
4. An annexation agreement acknowledging the property owner's responsibilities with regards to any future development will need to be signed prior to approval of the ordinance.

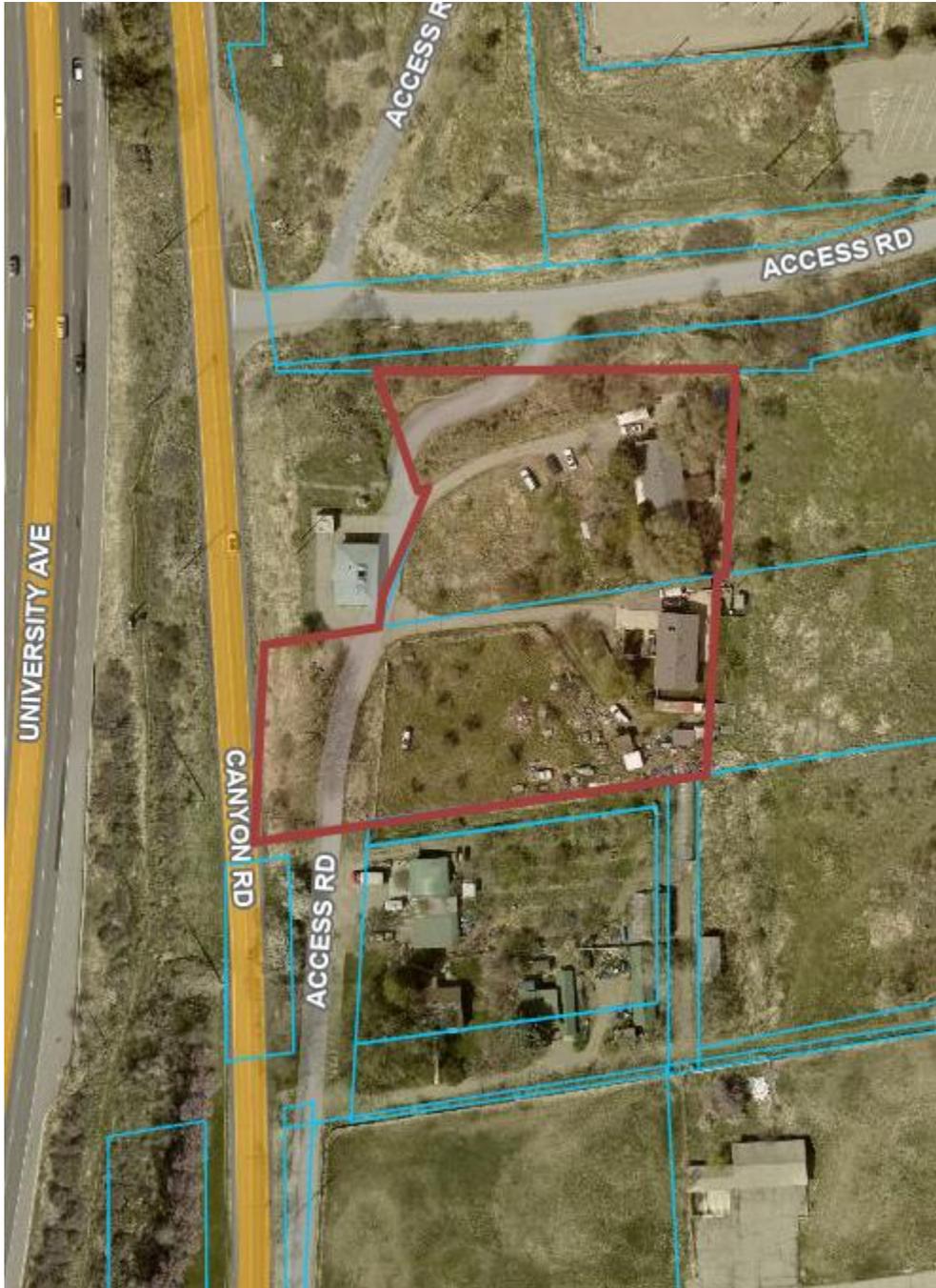
CONCLUSIONS

Staff believe the proposed annexation is consistent with the adopted Annexation Plan and will benefit the city. Given the size and location of the proposed annexation, staff believe that A1.1 zoning appropriately represents the current land use. However, to ensure a clear understanding of the responsibilities associated with possible future development, staff believe an annexation agreement is necessary as a condition of approval.

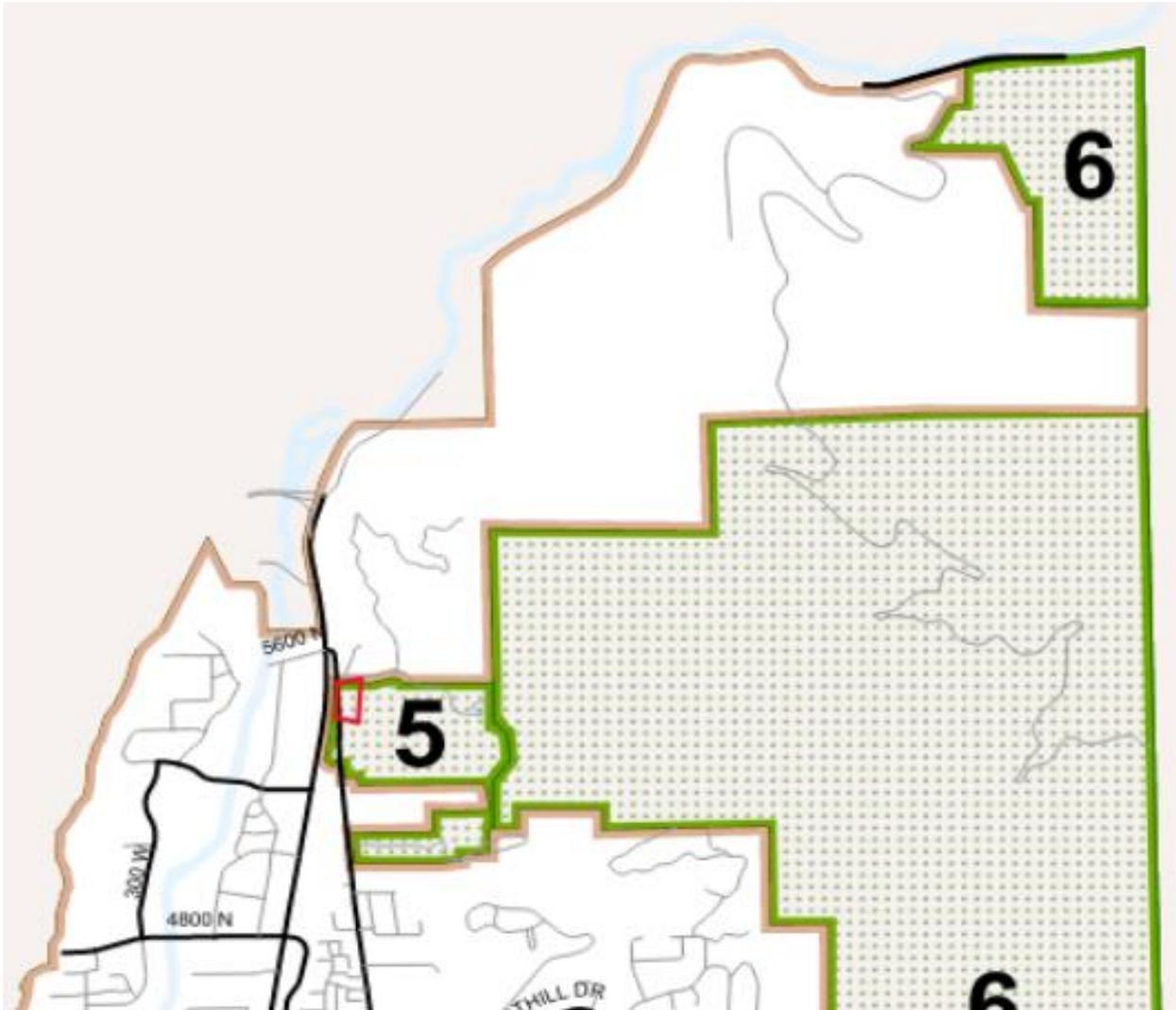
ATTACHMENTS

1. Aerial Image of the property
2. Annexation Plat Map
3. General Plan Annexation Policy Map
4. General Plan Future Land Use Map

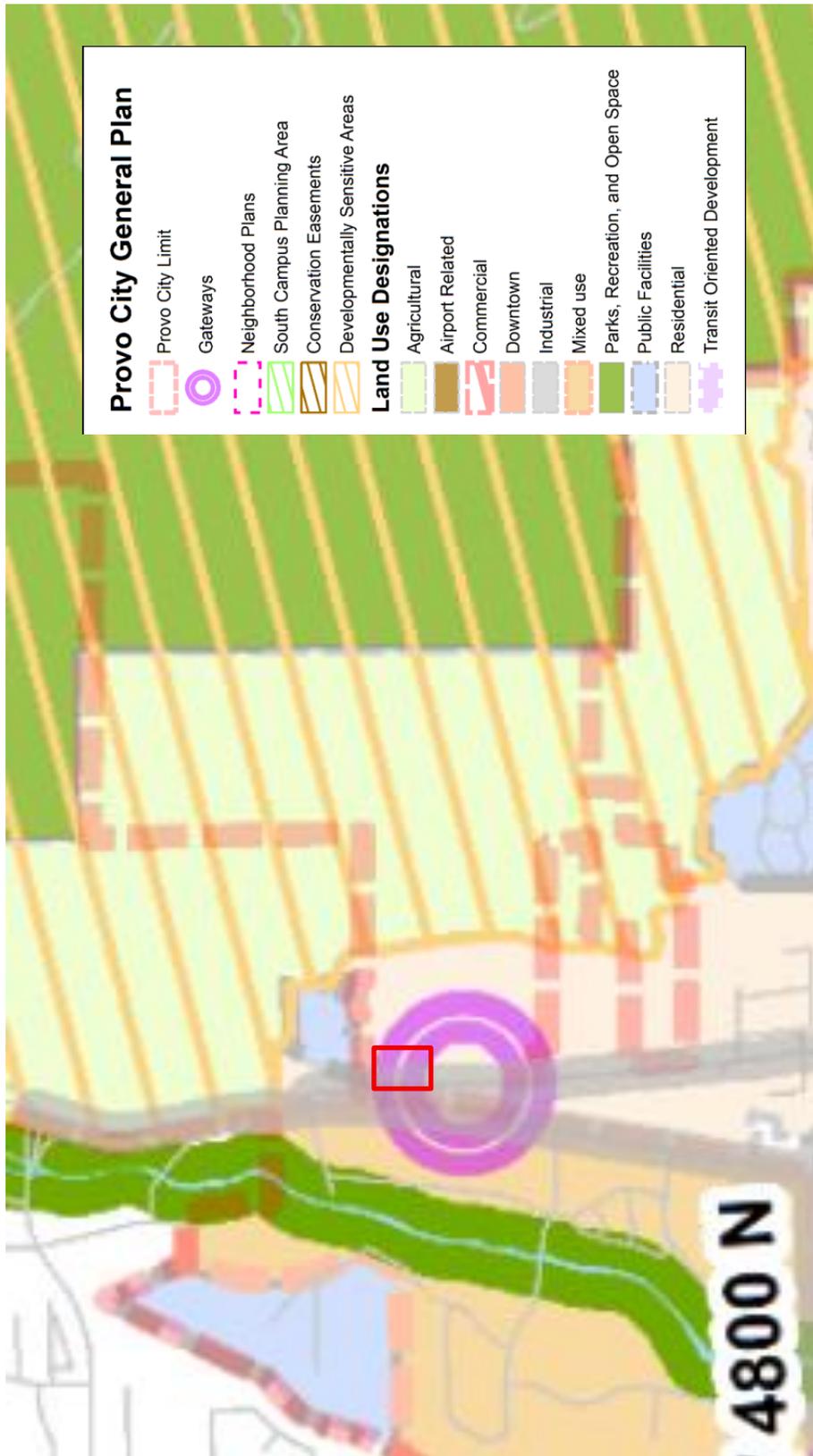
ATTACHMENT 1 – AERIAL IMAGE OF PROPERTY



ATTACHMENT 3 – GENERAL PLAN ANNEXATION POLICY MAP



ATTACHMENT 4 – GENERAL PLAN FUTURE LAND USE MAP



Provo City Planning Commission

Report of Action

November 12, 2025

***ITEM 2** Sandra White and Donna Hall request annexation of 1.99 acres of property into Provo City, located at 5480 and 5490 North Canyon Road. North Timpview Neighborhood. Jessica Dahneke (801) 852-6413 jdahneke@provo.org PLANEX20240260

The following action was taken by the Planning Commission on the above described item at its regular meeting of November 12, 2025:

RECOMMENDED APPROVAL WITH CONDITIONS

On a vote of 8:0, the Planning Commission recommended that the Municipal Council approve the above noted application with the condition that an annexation agreement be signed.

CONDITIONS OF APPROVAL: An annexation agreement being signed prior to the Municipal Council passing an ordinance to accept the annexation.

Motion By: Lisa Jensen

Second By: Matt Wheelwright

Votes in Favor of Motion: Jon Lyons, Joel Temple, Matt Wheelwright, Melissa Kendall, Lisa Jensen, Daniel Gonzales, Anne Allen, Jonathon Hill

Jonathon Hill 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 ANNEXED

The property to be annexed is described in the attached Exhibit A.

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 on the condition that an annexation agreement is signed.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 10/1/2025.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.

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:

- No public comment was made at the meeting.

APPLICANT RESPONSE

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

- The applicant stated they are annexing into the city but have no intentions to develop the property. Annexing in was natural with the other areas annexing in.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Temple asked if annexing in as agricultural is in line with the plan for the area, Staff stated that it is slightly less dense, but still an appropriate fit.
- Commissioner Gonzales asked if the property is part of the Critical Hillside Overlay, Staff stated that it is not currently a part of the overlay.
- Commissioner Hill stated that the standard process for annexations is to have the area come in as OSPR and asked if that is a requirement. Staff explained that it is general practice for this area, but it is not necessary. In this case agriculture respects the history of use at the property.
- Commissioner Hill asked about the annexation agreement and any specific development concerns tied to these two lots. Staff explained that this area does not have specific concerns but wants current and future owners to be aware that if the property develops, the developer will be the one who is responsible for impacts to existing infrastructure and utilities.
- Commissioner Wheelwright asked what an annexation agreement requires the applicants to do differently and what is commonly addressed in an annexation agreement. Staff explained that in this case it is to ensure all parties are informed about who is responsible for infrastructure and utilities and that this is the most common item detailed out in an annexation agreement.
- Commissioner Jensen asked about the difference between area 5 and 6 in the Annexation Policy. Staff explained that the main reason is that area 6 is owned by the federal government and is less likely to be annexed.
- Commissioner Wheelwright asked why this was a separate annexation from the larger one in the same area. Staff stated that the intent of the larger annexation is to develop the area where this one is just seeking to come into the city.
- Commissioner Jensen asked if they needed to be concerned that one lot would be non-conforming in size if it comes in zoned as A1.1. Staff explained that there is no concern with one lot only being .99 acres.
- Commissioner Wheelwright stated that this is in our annexation policy map and that it makes sense to annex it in.



Planning Commission Chair



Director of Development Services

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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, 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

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: HSALZL
Presenter: Hannah Salzl, City Planner
Department: Development Services
Requested Meeting Date: 01-01-2018
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: PLANEX20250603

SUBJECT: 7. An ordinance approving the petition to annex approximately 38.79 acres of property generally located at 620 North Lakeview Parkway. Lakeview South and Fort Utah neighborhoods. (PLANEX20250603)

RECOMMENDATION: The Planning Commission recommended approval 8:0.

BACKGROUND: The proposed annexation includes approximately 38.79 acres of property located between 300 North and 900 North along the east side of Lakeview Parkway as well as a portion of Boat Harbor Drive (see Staff Report Attachment 1).

George Bills is the sponsor of the application to annex, and he has gathered signatures in support from the other landowners in the proposed area. The properties are currently undeveloped, and the area has a high water table.

The Annexation Policy Map includes these properties in Area 4 and advises that if annexed, they should be in the Open Space, Parks and Recreation (OSPR) Zone (see Staff Report Attachment 2).

The General Plan Map shows the southern half of the proposed area to be annexed as Residential and the northern half as Mixed Use (see Staff Report Attachment 3), though development would be difficult and expensive with the high water table.

Staff support the proposed annexation, which is consistent with the Annexation Map and Policies (General Plan Appendix C).

FISCAL IMPACT: N/A

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: Annexation Map and Policies (General Plan Appendix C) includes this land in Area 4 and recommends it come in under the OSPR Zone.

ORDINANCE 2025-____.

AN ORDINANCE APPROVING THE PETITION TO ANNEX APPROXIMATELY 38.79 ACRES OF PROPERTY GENERALLY LOCATED AT 620 NORTH LAKEVIEW PARKWAY. LAKEVIEW SOUTH AND FORT UTAH NEIGHBORHOODS. (PLANEX20250603)

RECITALS:

It is proposed that approximately 38.79 acres of property located between 300 North and 900 North along Lakeview Parkway, as shown in the attached Exhibits A and B, be annexed into Provo City;

Pursuant to Utah Code 10-2-407(6), if no timely protests against the proposed annexation have been filed, the Municipal Council may approve the annexation, and no timely protests have been filed;

On November 12, 2025 the Planning Commission held a duly noticed public hearing to consider the proposal, and after the hearing, the Planning Commission recommended approval to the Municipal Council by a vote of 8:0; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The annexation of approximately 38.79 acres of property located between 300 North and 900 North along Lakeview Parkway, as shown in the attached Exhibits A and B, is approved.

PART II:

The classification on the Provo Zoning Map for the property approved for annexation by this ordinance is the Open Space, Preservation and Recreation (OSPR) Zone.

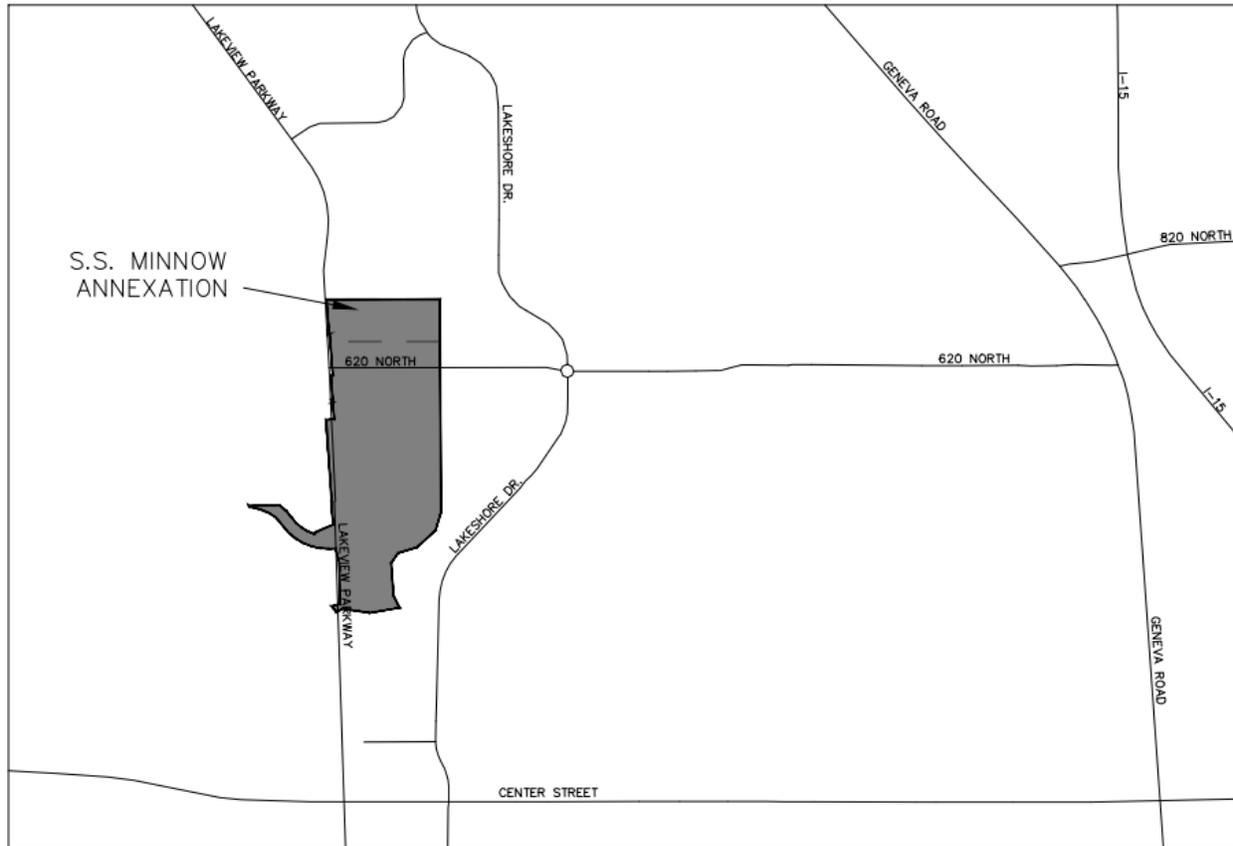
PART III:

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

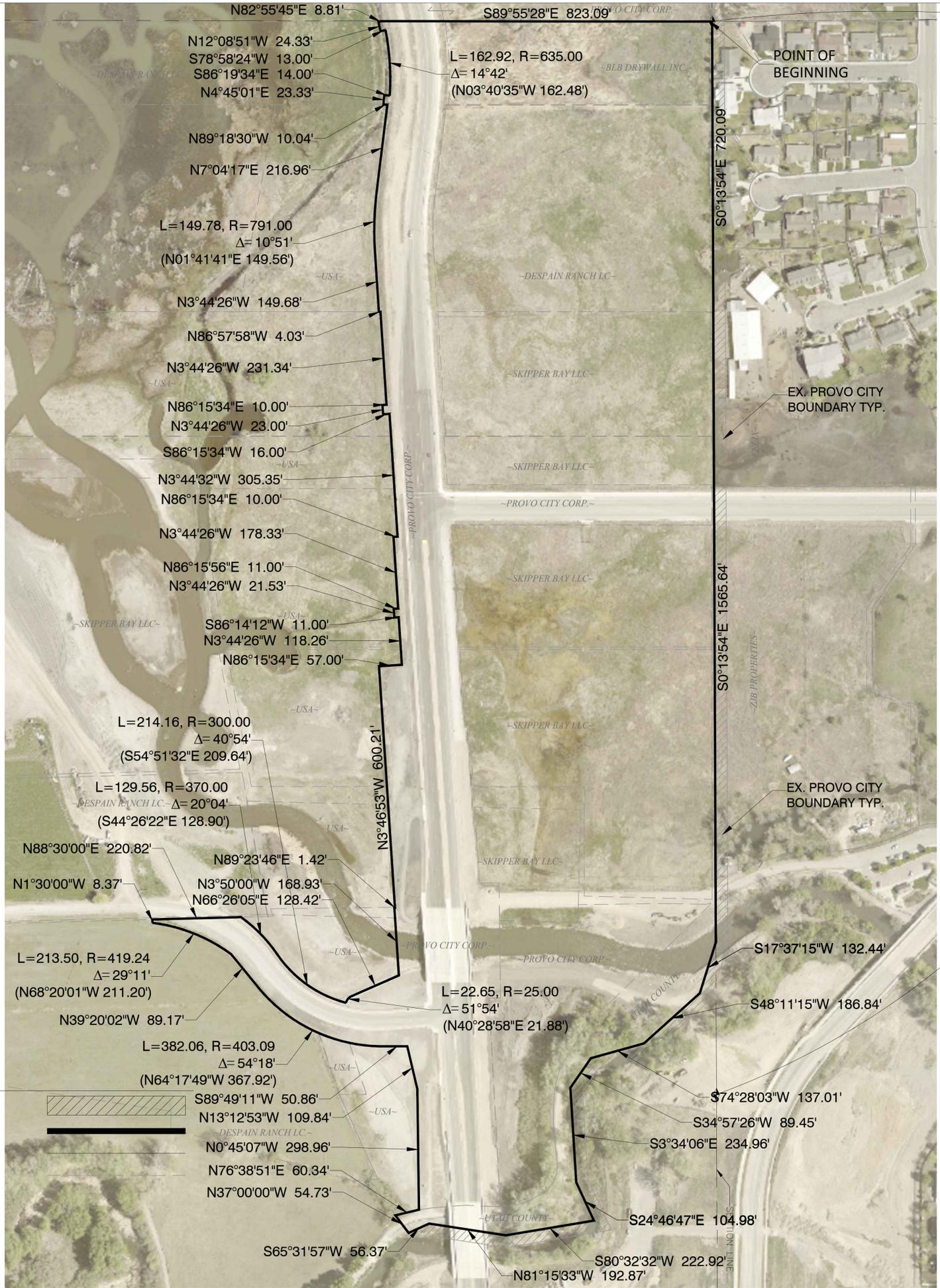
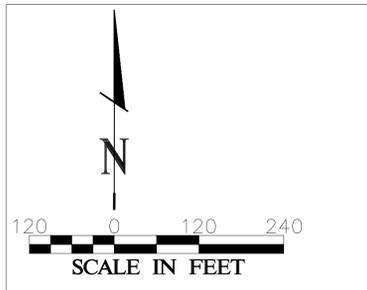
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- B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- D. The Municipal Council directs that this ordinance remain uncodified.

Exhibit A



VICINITY MAP



LEGEND

PROVO CITY CURRENT BOUNDARY

PROVO CITY PROPOSED BOUNDARY

PROVO CITY PARCELS INCLUDED

ADJACENT PARCELS

PREPARED BY:
 CHAD HILL, PLS
 PROVO CITY
 1377 S 350 E
 PROVO, UTAH 84606
 (801) 852-6746

NORTHEAST CORNER SECTION 4, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN FOUND 3" BRASS CAP (54-36)

POINT OF BEGINNING

POINT OF BEGINNING

EAST QUARTER CORNER SECTION 4, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN TRUE CORNER OUT FOUND REFERENCE CONER 3" BRASS CAP (54-37 RC)



SURVEYOR'S CERTIFICATE

I, CHAD J. HILL, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO PROVO CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°13'54"E 720.09 FEET; THENCE S00°13'54"E 1565.64 FEET; THENCE S17°37'15"W 132.44 FEET; THENCE S48°11'15"W 186.84 FEET; THENCE S74°28'03"W 137.01 FEET; THENCE S34°57'26"W 89.45 FEET; THENCE S03°34'06"E 234.96 FEET; THENCE S24°46'47"E 104.98 FEET; THENCE S80°32'32"W 222.92 FEET; THENCE N81°15'33"W 192.87 FEET; THENCE S65°31'57"W 56.37 FEET; THENCE N37°00'00"W 54.73 FEET; THENCE N76°38'51"E 60.34 FEET; THENCE N00°45'07"W 298.96 FEET; THENCE N13°12'53"W 109.84 FEET; THENCE S89°49'11"W 50.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 403.09 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 382.06 FEET, THROUGH THE CENTRAL ANGLE OF 54°18'23" (CHORD BEARS: N64°17'49"W 367.92 FEET; THENCE N89°20'02"W 89.17 FEET; THENCE WESTERLY ALONG THE ARC OF A 419.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 213.50 FEET, THROUGH THE CENTRAL ANGLE OF 29°11' (CHORD BEARS: N68°20'01"W 211.20 FEET); THENCE N39°20'02"W 89.17 FEET; THENCE L=382.06, R=403.09 (N64°17'49"W 367.92') THENCE N64°17'49"W 367.92' THENCE N13°12'53"W 109.84' THENCE N0°45'07"W 298.96' THENCE N76°38'51"E 60.34' THENCE N37°00'00"W 54.73' THENCE N81°15'33"W 192.87' THENCE S80°32'32"W 222.92' THENCE S24°46'47"E 104.98' THENCE S34°57'26"W 89.45' THENCE S74°28'03"W 137.01' THENCE S48°11'15"W 186.84' THENCE S17°37'15"W 132.44' THENCE S00°13'54"E 1565.64' THENCE S00°13'54"E 720.09' TO THE POINT OF BEGINNING.

BASIS OF BEARING: N00°13'54"E 2662.32', ALONG THE SECTION LINE

CHAD J. HILL
 PROFESSIONAL LAND SURVEYOR LICENSE
 NO. 7837685-2201

DEVELOPMENT SERVICES DIRECTOR APPROVAL

APPROVED THIS ___ DAY OF ___, A.D. 2025, BY THE PROVO CITY DEVELOPMENT SERVICES DIRECTOR.

BILL PEPERONE - DEVELOPMENT SERVICES DIRECTOR

PROVO CITY ENGINEER APPROVAL

APPROVED THIS ___ DAY OF ___, A.D. 2025, BY THE PROVO CITY ENGINEER.

GORDON HAIGHT - PROVO CITY ENGINEER

ACCEPTANCE BY MAYOR

THIS IS TO CERTIFY THAT I, MICHELLE KAUFUSI MAYOR OF PROVO CITY, HAVE RECEIVED A REQUEST THAT SAID TRACT OF LAND SHOWN HEREON, BE ANNEXED TO THE CITY OF PROVO AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1979) 10-1-04 AND 10-02-401 THROUGH 423. (AS REVISED) AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

S.S. MINNOW ANNEXATION.

DATED THIS ___ DAY OF ___, 2025.

MICHELLE KAUFUSI - MAYOR

ATTEST:
 RECORDER

ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

ANTHONY CANTO
 UTAH COUNTY SURVEYOR

ANNEXATION PLAT

S.S. MINNOW ANNEXATION

PROVO CITY, UTAH COUNTY, UTAH

SCALE: 1" = 120 FEET

OVERVIEW

The proposed annexation includes approximately 38.79 acres of property located between 300 North and 900 North along the east side of Lakeview Parkway as well as a portion of Boat Harbor Drive (see Attachment 1).

George Bills is the sponsor of the application to annex, and he has gathered signatures in support from the other landowners in the proposed area. The properties are currently undeveloped. They are zone Residential Agricultural (RA-5) in the County.

The Annexation Policy Map includes these properties in Area 4 and advises that if annexed, they should be in the Open Space, Parks and Recreation (OSPR) Zone (see Attachment 2).

The General Plan Map shows the southern half of the proposed area to be annexed as Residential and the northern half as Mixed Use (see Attachment 3).

STAFF ANALYSIS

Staff support the proposed annexation, which is consistent with the long-standing Annexation Map and Policies (General Plan Appendix C).

FINDINGS OF FACT

1. The proposed area to be annexed is in Area 4 of the Annexation Policy Map.
2. The parcels are currently undeveloped.

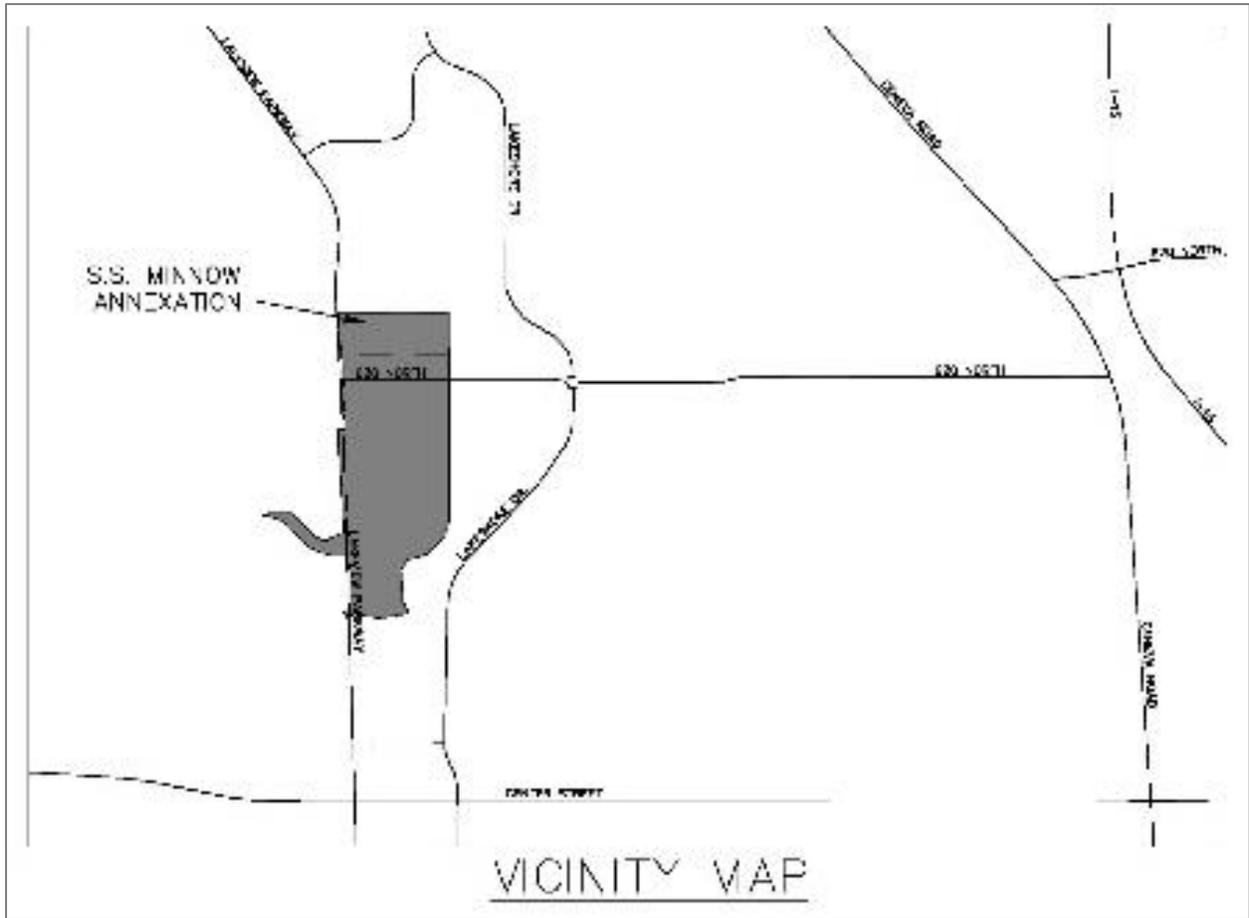
CONCLUSIONS

This proposed annexation is consistent with the Annexation Map and Policies.

ATTACHMENTS

1. Annexation Plat Map
2. General Plan Annexation Policy Map
3. General Plan Map (Excerpt)

Expanded Vicinity Map View



ATTACHMENT 2 – GENERAL PLAN ANNEXATION POLICY MAP



ATTACHMENT 3 – GENERAL PLAN MAP (EXCERPT)



Provo City Planning Commission

Report of Action

November 12, 2025

***ITEM 4** Gardner & Associates request annexation of 38.79 acres of land located along Lakeview Parkway, from approximately 300 North to 880 North. Lakeview South Neighborhood. Hannah Salzl (801) 852-6423 hsalzl@provo.gov PLANEX20250603

The following action was taken by the Planning Commission on the above described item at its regular meeting of November 12, 2025:

RECOMMENDED APPROVAL

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

Motion By: Jon Lyons

Second By: Matt Wheelwright

Votes in Favor of Motion: Jonathon Hill, Melissa Kendall, Lisa Jensen, Joel Temple, Matt Wheelwright, Jon Lyons, Daniel Gonzales, Anne Allen

Jonathon Hill 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 ANNEXED

The property to be annexed is shown in the attached Exhibit A.

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

- No information was received from the Neighborhood District Chair.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.

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:

- Five residents (Elizabeth Meltzer, Mary White, Mindy Gonzales, Natalie King, and Neil Thornock) emailed to say that they wanted the area to be protected wetlands, and they were concerned about the possibility of an annexation leading to development of the parcels.

APPLICANT RESPONSE

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

- George Bills with Gardner and Associates agreed with the staff presentation and said that he does not know of any current plans to develop. When asked why he and the other property owners wanted to annex, Mr. Bills explained

that property owners in the northern portion were interested in potentially developing residential units, but that there were no current plans.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Temple asked what restrictions the City would be able to put on future development in this area. Given that the area has a high water table and is in a designated wetlands area, there would be high mitigation criteria and development standards.
- Commissioner Jensen asked what development would be permitted under the OSPR zone. The zone permits only parks, open spaces, and trails.
- Commission Wheelwright sought clarification that the current County RA-5 zone permits housing that would not have to go through Provo's approval. Staff confirmed that this is correct.
- Commissioner Jensen stated that she had no problem with annexing the parcel so that Provo could screen potential future development and conservation options.
- Commissioner Lyons agreed with Commissioner Jensen. He shared the concerns expressed by the public but thought that annexing the land would give Provo more control over their future.
- Commissioner Hill expressed that annexing the parcels would actually resolve the concerns raised by the public about development in sensitive wetlands.
- Commissioner Wheelwright asked whether an Annexation Agreement would help. Staff replied that the current wetlands delineation already sets any standards that would be recorded in an Annexation Agreement.



Planning Commission Chair



Director of Development Services

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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, 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

*ITEM 4

Gardner & Associates request annexation of 38.79 acres of land located along Lakeview Parkway, from approximately 300 North to 880 North.

Lakeview South Neighborhood

PLANEX20250603

ANNEXATION DECISION POINT

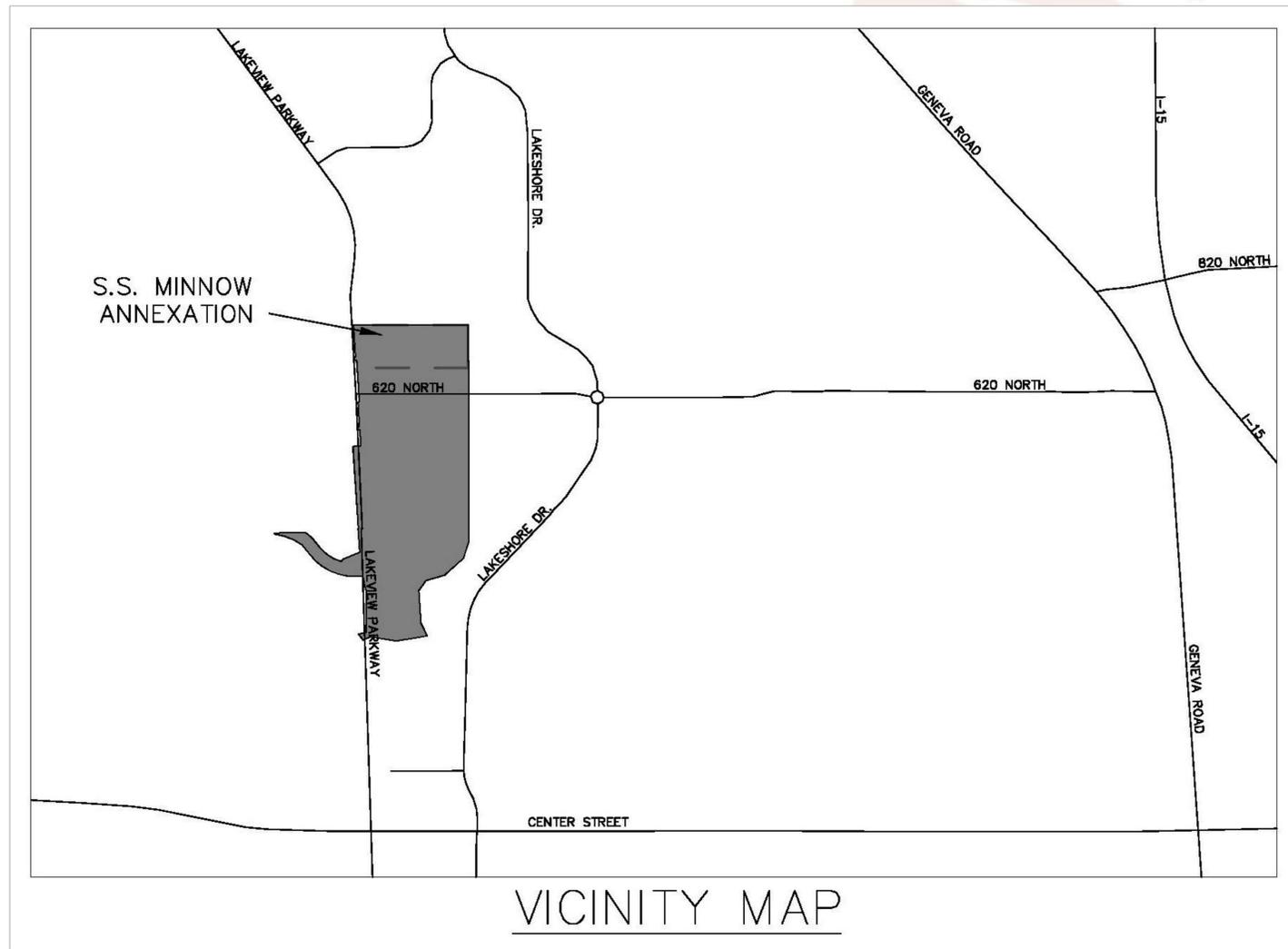


* Public Hearing

Provo City also has robust relationships and is developing policies for formal conservation efforts.

ANNEXATION POLICY AREA

38.79 acres in General Plan Annexation Policy Map Area 4



DETAILS IF ANNEXED

ZONING

Current County Zone

Residential Agricultural 5
(RA-5)



Proposed Provo Zone

Open Space and Preservation
(OSPR)

NEIGHBORHOODS

- Lakeview South
- Fort Utah



*ITEM 4

Gardner & Associates request annexation of 38.79 acres of land located along Lakeview Parkway, from approximately 300 North to 880 North.

Lakeview South Neighborhood

PLANEX20250603

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: DWRIGHT
Presenter: Dustin Wright, City Planner
Department: Development Services
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: PLRZ20250200

SUBJECT: 8. An ordinance amending the zone map classification of real property, generally located at 113 and 191 N Geneva Road, from the general commercial (CG) zone to the medium density residential (MDR) zone. Fort Utah neighborhood. (PLRZ20250200)

RECOMMENDATION: Denial

BACKGROUND: This is a rezone request for property located at 113 and 191 N Geneva Rd. (Attachments 1) to be rezoned from General Commercial (CG) to Medium Density Residential (MDR).

The designation for this area in the General Plan is for Mixed-use development. This would include commercial, residential, and office.

The adjacent property to the west is currently zoned single-family residential (R1.8) and the property to the east, across Geneva Rd., is zoned Open Space, Preservation, and recreation (OSPR), and the property to the north is in the Residential Conservation (RC) zone, and the property to the south is in the General Commercial (CG) zone.

Rezoing to residential does not align with the General Plan. Residents have expressed concerns about losing the existing commercial property for more residential and staff share this concern. Preserving the remaining commercial potential in this area of town is key to helping ensure that needs of surrounding residents are best served. Having commercial opportunities within close travel distance promotes walkability and sustainability.

FISCAL IMPACT: N/A

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

The General Plan shows this area as mixed-use. Changing to just residential is not in alignment with the plan's designation.

While housing units are needed, there is also a need for more commercial on the west side of the city. This location is already zoned commercial, and it would best serve the public to either keep it commercial or change it to a mixed-use zone to ensure that there is a strong commercial presence to help with walkability and nearby opportunities for residents.

Staff does not recommend this amendment because it does not follow the General Plan mixed-use designation. It is hard to add new commercial zones into areas that need it, so keeping it in this location where it already exists is a better option.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 113 AND 191 N GENEVA ROAD, FROM THE GENERAL COMMERCIAL (CG) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (MDR) ZONE. FORT UTAH NEIGHBORHOOD. (PLRZ20250200)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 1.32 acres of real property, generally located at 113 and 191 N Geneva Road (an approximation of which is shown or described in Exhibit A and a more precise description of which will be attached as Exhibit B after the Zone Map has been updated), be amended from the General Commercial (CG) Zone to the Medium Density Residential (MDR) Zone;

On November 12, 2025, 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;

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

On December 2, 2025, 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 proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The classification on the Provo Zoning Map is amended from the General Commercial (CG) Zone to the Medium Density Residential (MDR) Zone for the real property described in this ordinance.

PART II:

- 41 A. If a provision of this ordinance conflicts with a provision of a previously adopted
42 ordinance, this ordinance controls.
43
- 44 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,
45 sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the
46 remainder of the ordinance is not affected by that determination.
47
- 48 C. This ordinance takes effect immediately after it has been posted or published in accordance
49 with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code
50 Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
51
- 52 D. The Municipal Council directs that the Provo Zoning Map be updated and codified to
53 reflect the provisions enacted by this ordinance.

EXHIBIT A

AREA TO BE REZONED

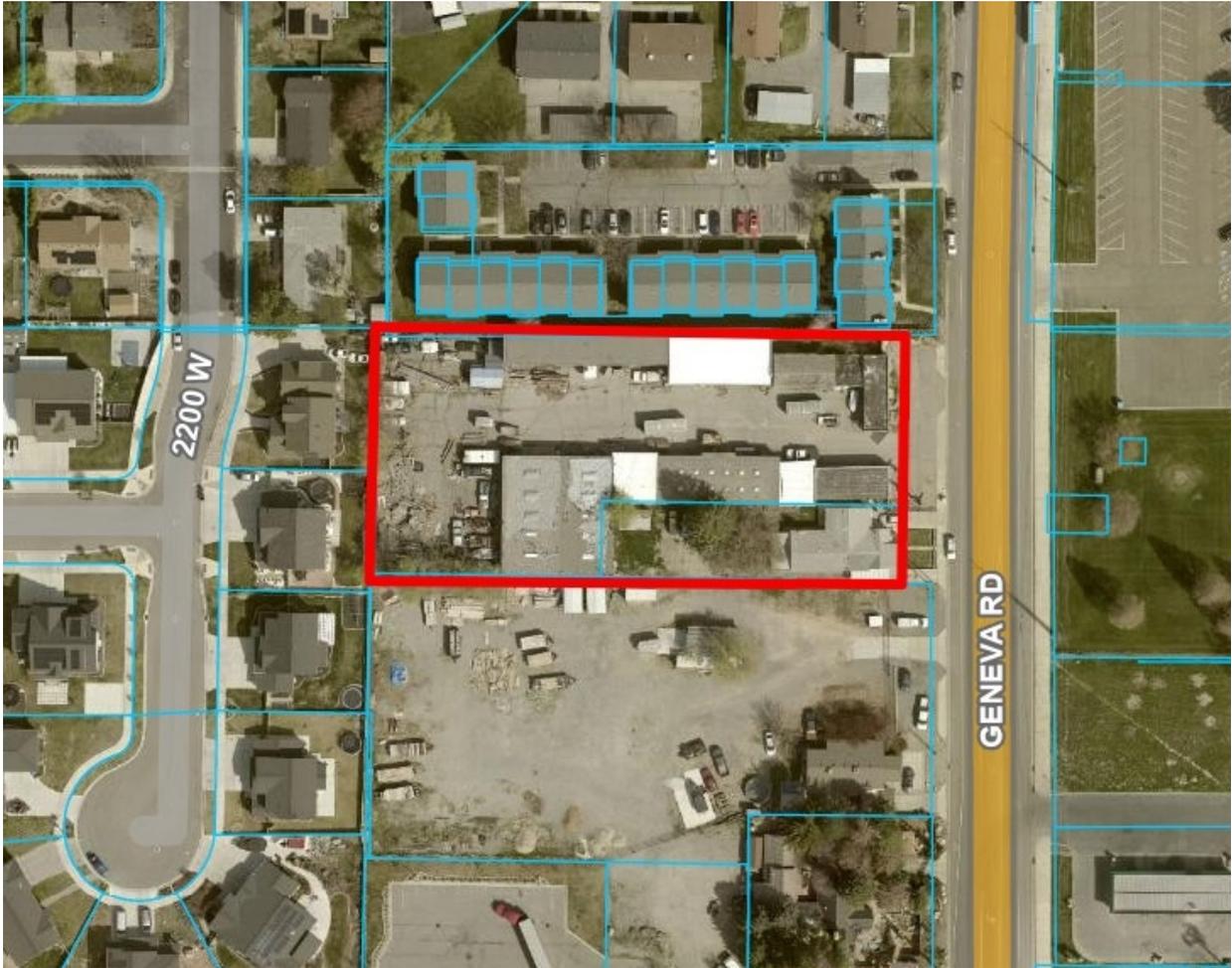


EXHIBIT B

LEGAL DESCRIPTION



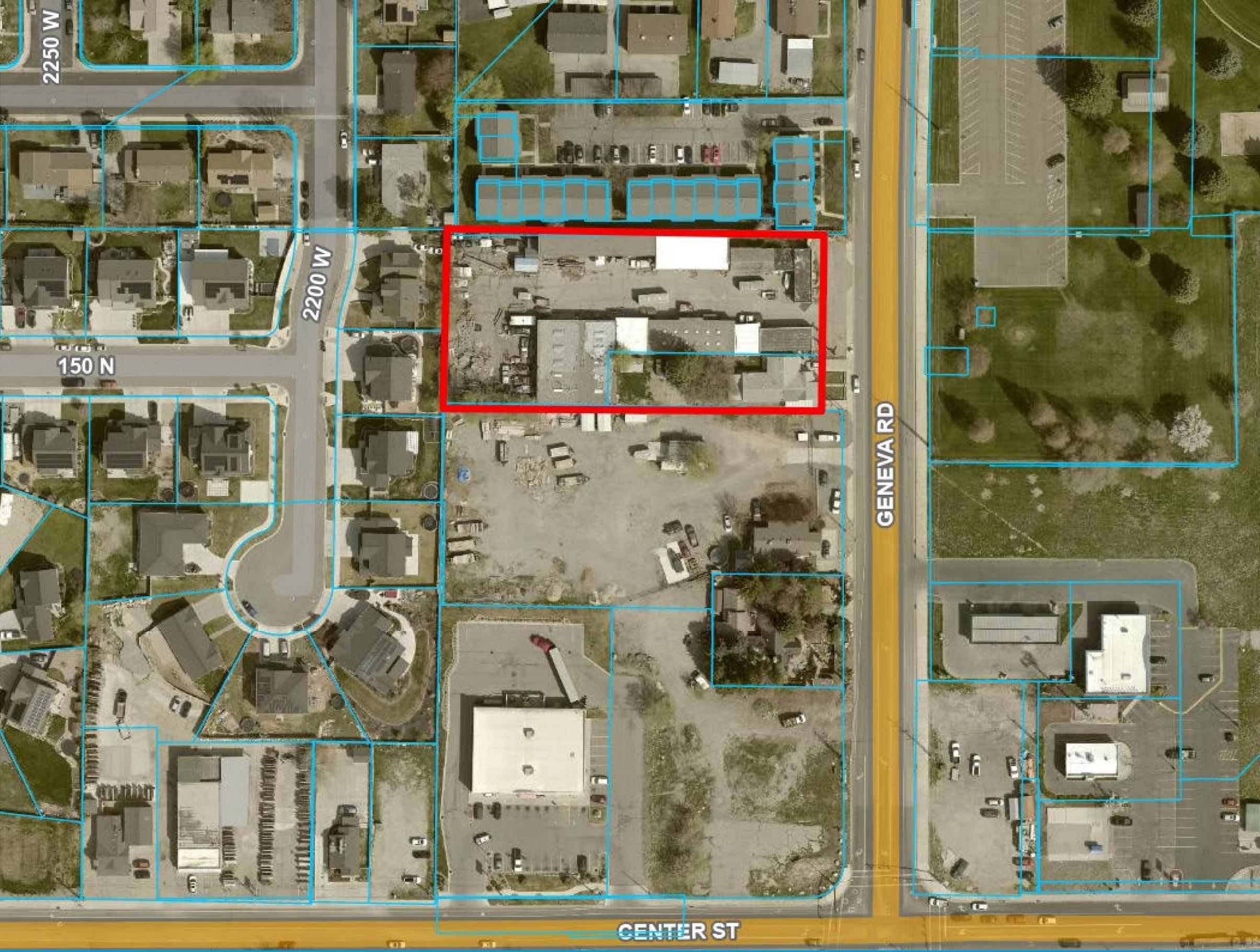
**A Zone Map Amendment for 1.32 acres of land from the
CG (General Commercial) Zone to the MDR (Medium
Density Residential) Zone, located at 113 and 191 N
Geneva Road**

Fort Utah Neighborhood

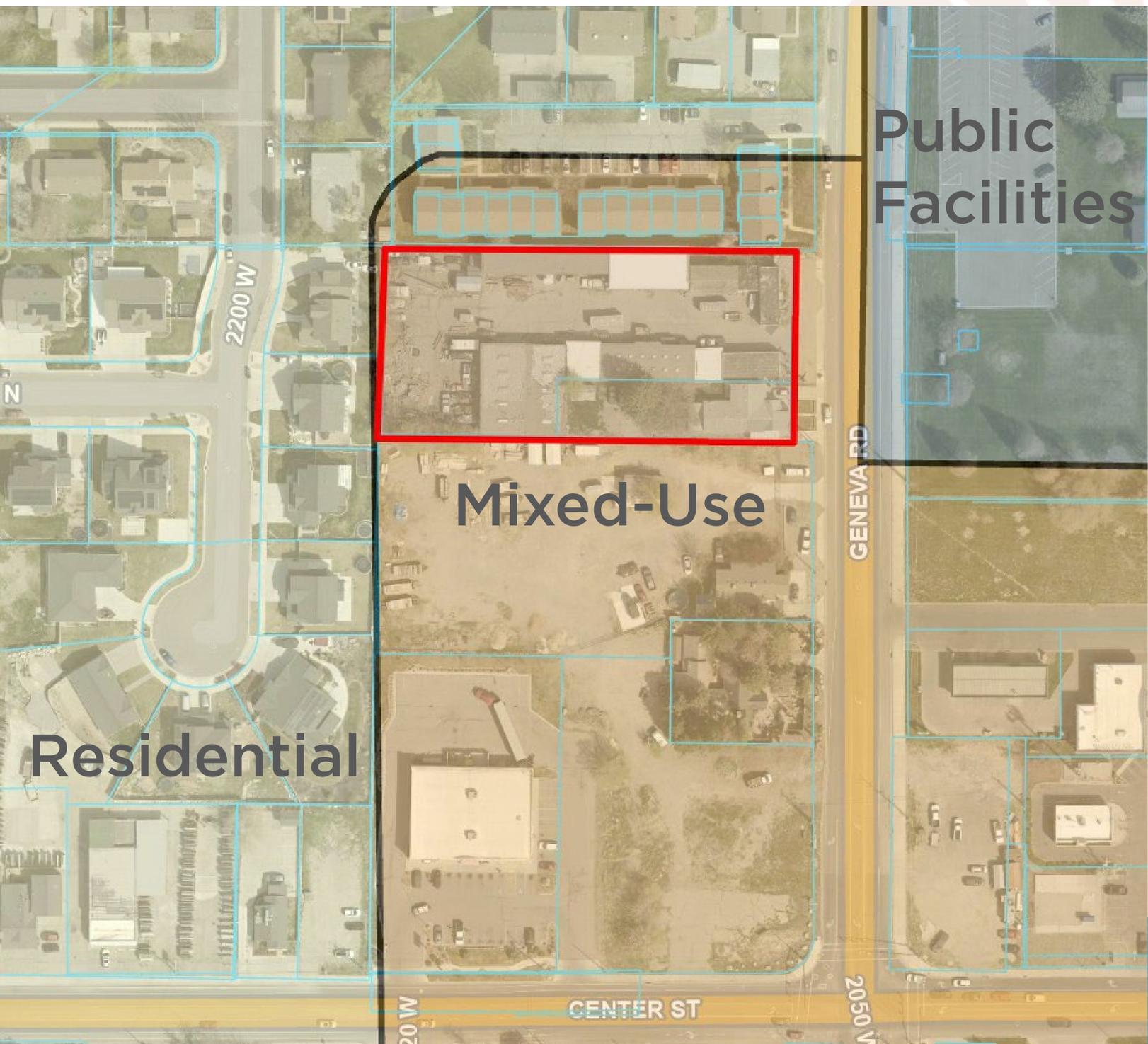
PLRZ20250200



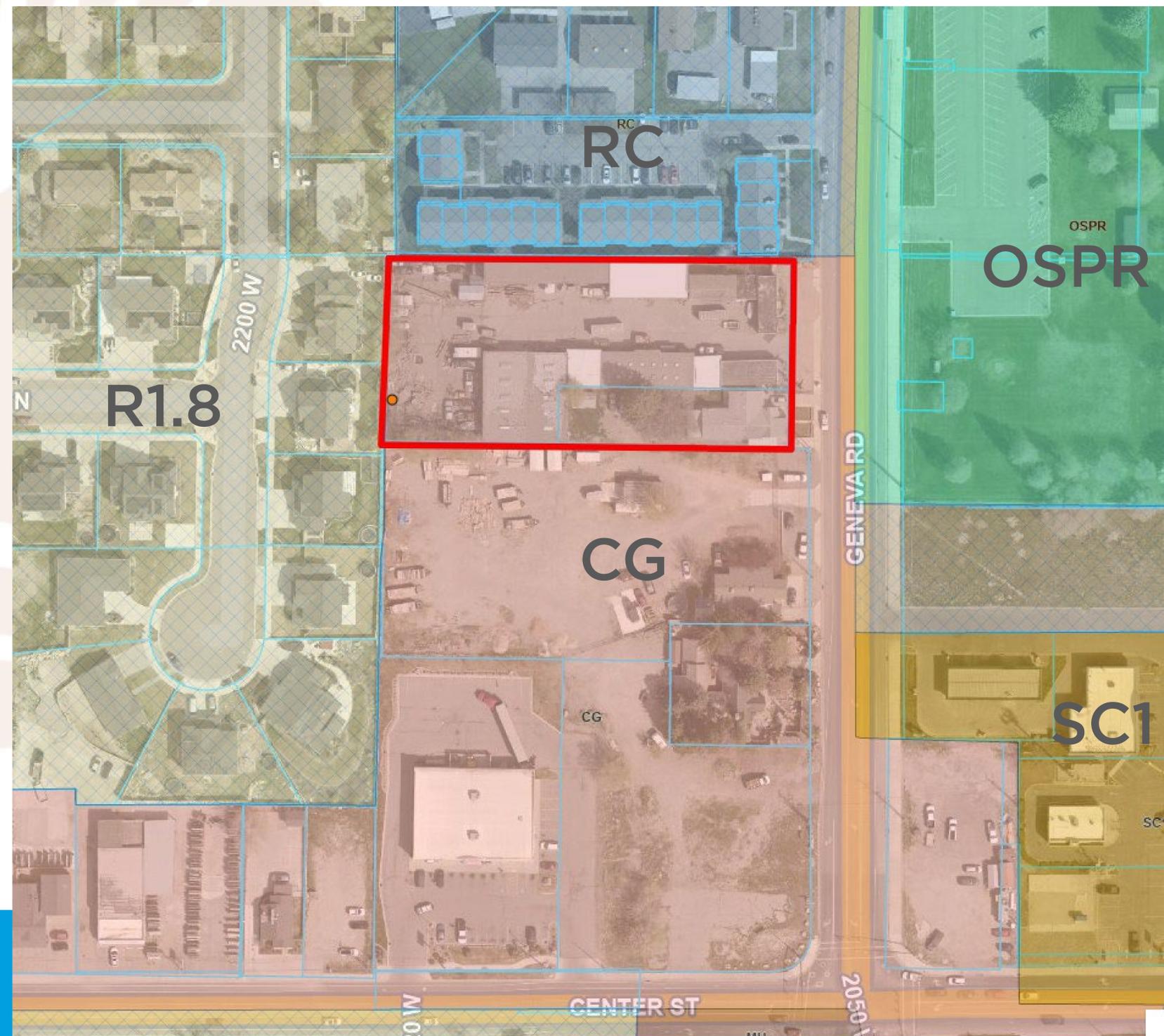
191 N Geneva



General Plan Map



Zoning Map



Provo City Planning Commission

Report of Action

November 12, 2025

***ITEM 6** Jared Morgan requests a Zone Map Amendment for 1.32 acres of land from the CG (General Commercial) Zone to the MDR (Medium Density Residential) Zone in order to develop a 26-unit townhome development, located at 113 and 191 N Geneva Road. Fort Utah Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250200

The following action was taken by the Planning Commission on the above described item at its regular meeting of November 12, 2025:

RECOMMENDED DENIAL

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

Motion By: Lisa Jensen

Second By: Anne Allen

Votes in Favor of Motion: Lisa Jensen, Anne Allen, Jonathon Hill, Melissa Kendall, Joel Temple, Matt Wheelwright, Jon Lyons, Daniel Gonzales.

Jonathon Hill 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 Medium Density Residential (MDR) Zone is:

Parcel 1

COM. 17 CHS S & 2.15 CHS W OF NE COR OF SE1/4 OF SEC 3, T 7 S, R 2 E, SLM; S 1 W 114 FT; W 200 FT; S 1 W 50 FT; N 89 W 150.46 FT; N 1 E 2.48 CHS; S 89 E 5.31 CHS TO BEG. AREA 1.09 ACRES.

And

Parcel 2

COM. 17 CHS S & 2.15 CHS W & S 1 W 114 FT OF NW COR OF SE1/4 OF SEC 3, T 7 S, R 2 E, SLM; S 1 W 50 FT; N 89 W 200 FT; N 1 E 50 FT; S 89 E 200 FT; TO BEG. AREA .23 OF AN ACRE.

RELATED ACTIONS

Planning Commission - November 12, 2025 - Item 5 - Concept Plan - PLCP20250293 - This item was denied.

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.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 08/20/2025.

NEIGHBORHOOD AND PUBLIC COMMENT

- 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:

- The traffic along Geneva Rd. is too fast.
- The commercial property to the south didn't want to sell.
- With a three-story residential building development, there would be less privacy for the surrounding residents.
- There is already a lot of MDR across the street being built now.
- The part of the city west of I-15 needs more commercial development.
- The applicant needs to investigate affordable housing options.

APPLICANT RESPONSE

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

- Infill development is challenging, and they have been working to find a way to make this work.
- The thing that makes mixed-use challenging is the requirement to have ten thousand square foot sites.
- The live-work units would allow for things like small office use, salons, or insurance office.
- The owner would like to control how the property is used and not leave it up to adjacent property owners to join in development. The adjacent property owners did not want to sell the property to this property owner.
- The market for commercial development is not there and that is a reason that residential is the best use for them.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- There is vacant commercial space in this area already. There is growth coming in just across the street, and there will be more in the future. If the commercial is lost now, it would be very difficult to bring it back later once the residential uses are in place.
- Adding rooftops can help encourage commercial, but multi-family doesn't always meet the discretionary income thresholds retailers are looking for.
- There has been a focus on developing centers to better serve communities. The General Plan identified this area as a type of center. Thought has gone into the General Plan, and it identifies how areas should develop in the future.
- Looking at the whole corner that is currently zoned commercial, it would be wise to look at either finding a way to have it developed together or if that is not a possibility, to have this site develop in a way that would be able to tie into the other property in the future. The access to all of that area would be better the further away it is from the busy intersection.
- The 200' lot depth is ideal for commercial development.
- Home ownership is an important goal, but there needs to be more commitment here towards that goal.
- More parking that is not tandem would be nice to see.
- If it is a change from the General Plan, it would need to be something better.



Planning Commission Chair



Director of Development Services

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

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

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, 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

***ITEM 6** Jared Morgan requests a Zone Map Amendment for 1.32 acres of land from the CG (General Commercial) Zone to the MDR (Medium Density Residential) Zone in order to develop a 26-unit townhome development, located at 113 and 191 N Geneva Road. Fort Utah Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250200

BACKGROUND

The applicant has submitted a rezone request for property located at 113 and 191 N Geneva Rd. (Attachments 1) to be rezoned from General Commercial (CG) to Medium Density Residential (MDR).

At the district meeting the applicant indicated that some of the units would be for sale and some would be for rent. The percentages have not been determined for how many units would be for sale and for rent by the applicant and they would be subject to change after approval of the rezone.

The designation for this area in the General Plan is for Mixed-use development. This would include commercial, residential, and office.

The adjacent property to the west is currently zoned single-family residential (R1.8) and the property to the east, across Geneva Rd., is zoned Open Space, Preservation, and recreation (OSPR), and the property to the north is in the Residential Conservation (RC) zone, and the property to the south is in the General Commercial (CG) zone.

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 amendment would provide additional housing units which are needed.

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

Staff response: While housing units are needed, there is also a need for more commercial on the west side of the city. This location is already zoned commercial, and it would best serve the public to either keep it commercial or change it to a mixed-use zone to ensure that there is a strong commercial presence to help with walkability and nearby opportunities for residents.

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

Staff response: The General Plan shows this area as mixed-use. Changing to just residential is not in alignment with the plan's designation.

(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 are not any issues with timing and sequencing.

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

Staff response: Staff does not recommend this amendment because it does not follow the General Plan mixed-use designation. It is hard to add new commercial zones into areas that need it, so keeping it in this location where it already exists is a better option.

(f) Adverse impacts on adjacent landowners.

Staff response: The impacts of MDR compared to the existing zoning would not be different for 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 area.

(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

The proposed plan to develop the site with residential does not align with the General Plan. Residents have expressed concerns about losing the existing commercial property for more residential and staff share this concern. Preserving the remaining commercial potential in this area of town is key to helping ensure that needs of surrounding residents are best served. Having commercial opportunities within close travel distance promotes walkability and sustainability. Mixed-use developments promote these opportunities. Having residential here is not a bad thing, but maintaining the opportunity for commercial use will play an important role as the surrounding area continues to grow.

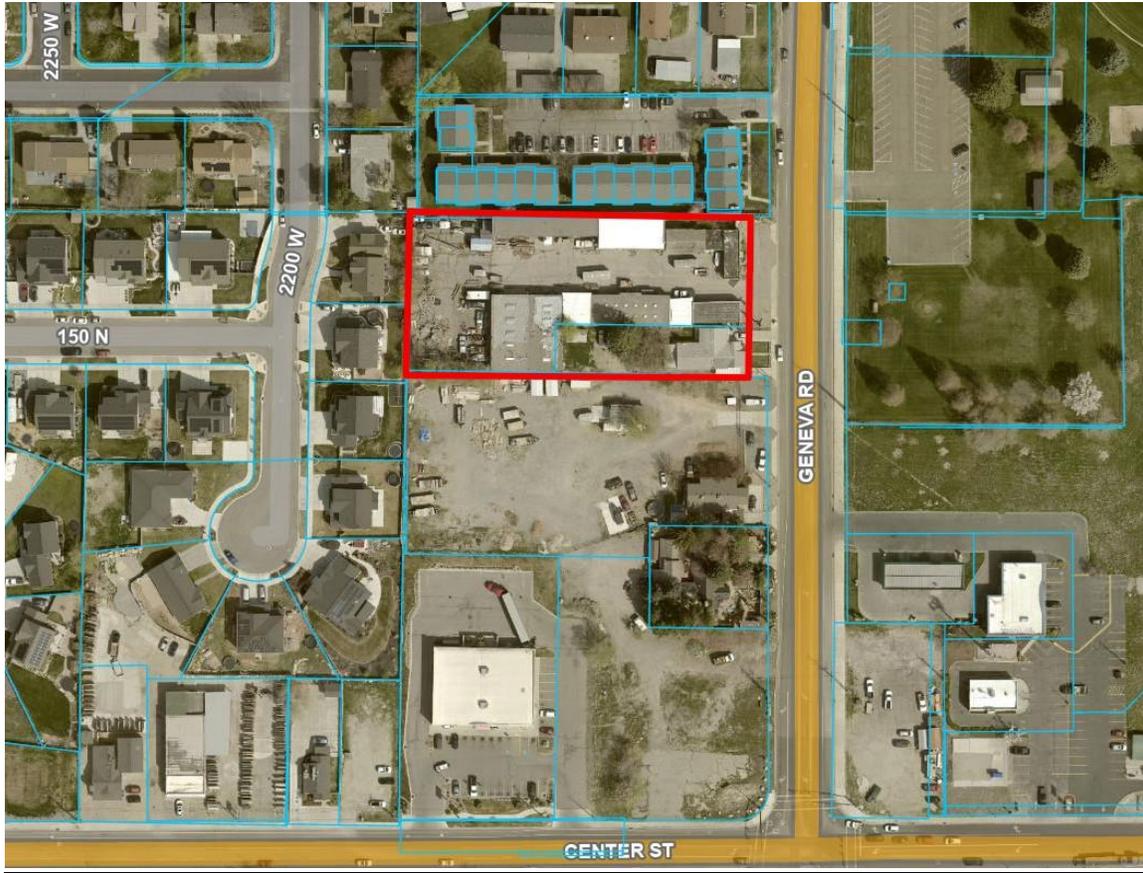
CONCLUSION

Staff are not supportive of the property being rezoned to MDR and losing the commercial opportunities that will help support the growing community. The General Plan designation for mixed-use development will better serve the area now and in the future. Therefore, staff suggest that the Planning Commission recommend denial of the proposed zone change from General Commercial to Medium Density Residential for land located at 191 N Geneva Road.

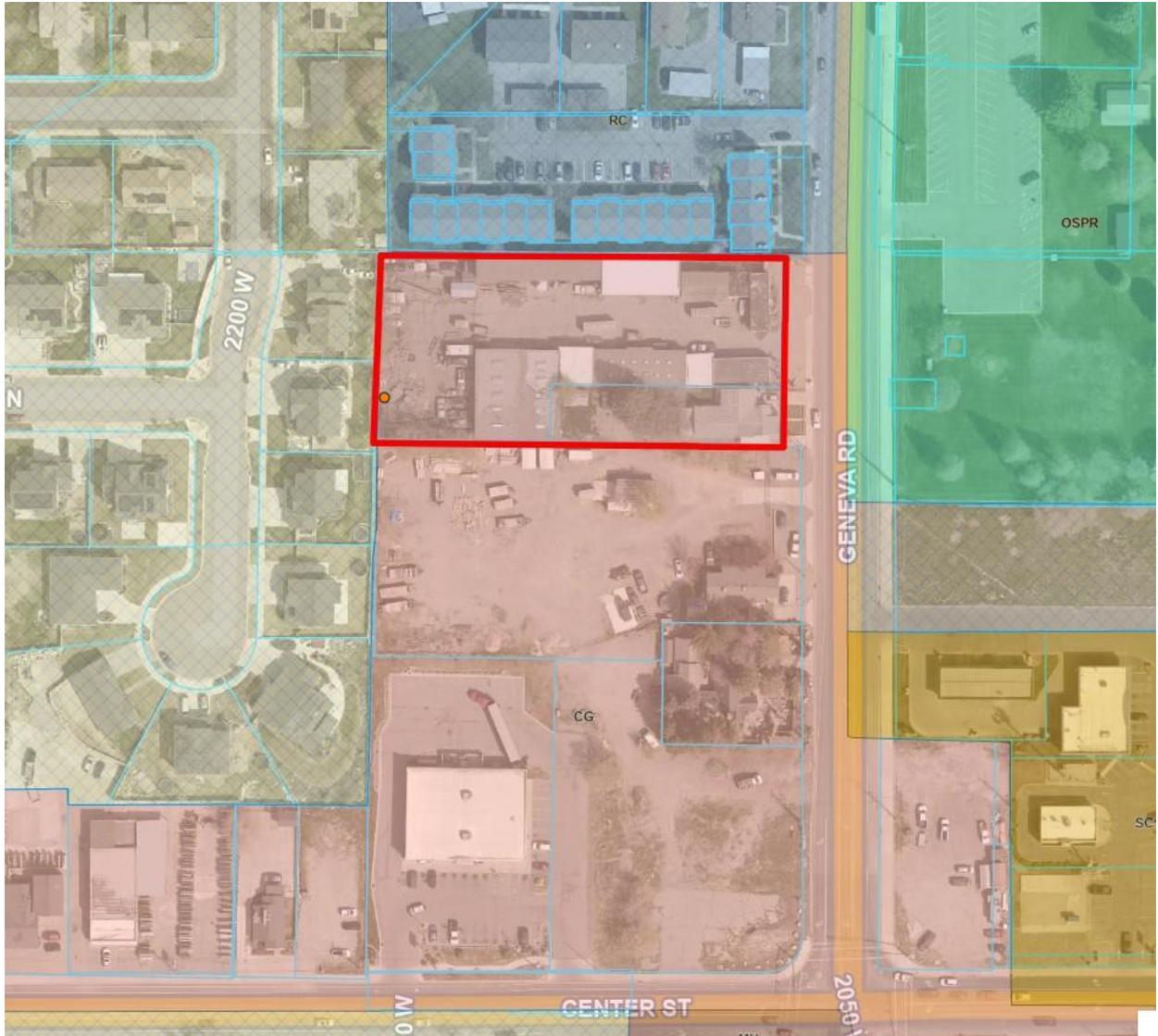
ATTACHMENTS

1. Area to be Rezoned
2. Current Zone Map
3. General Plan Map
4. Neighborhood District 3 Meeting Minutes 8/20/25

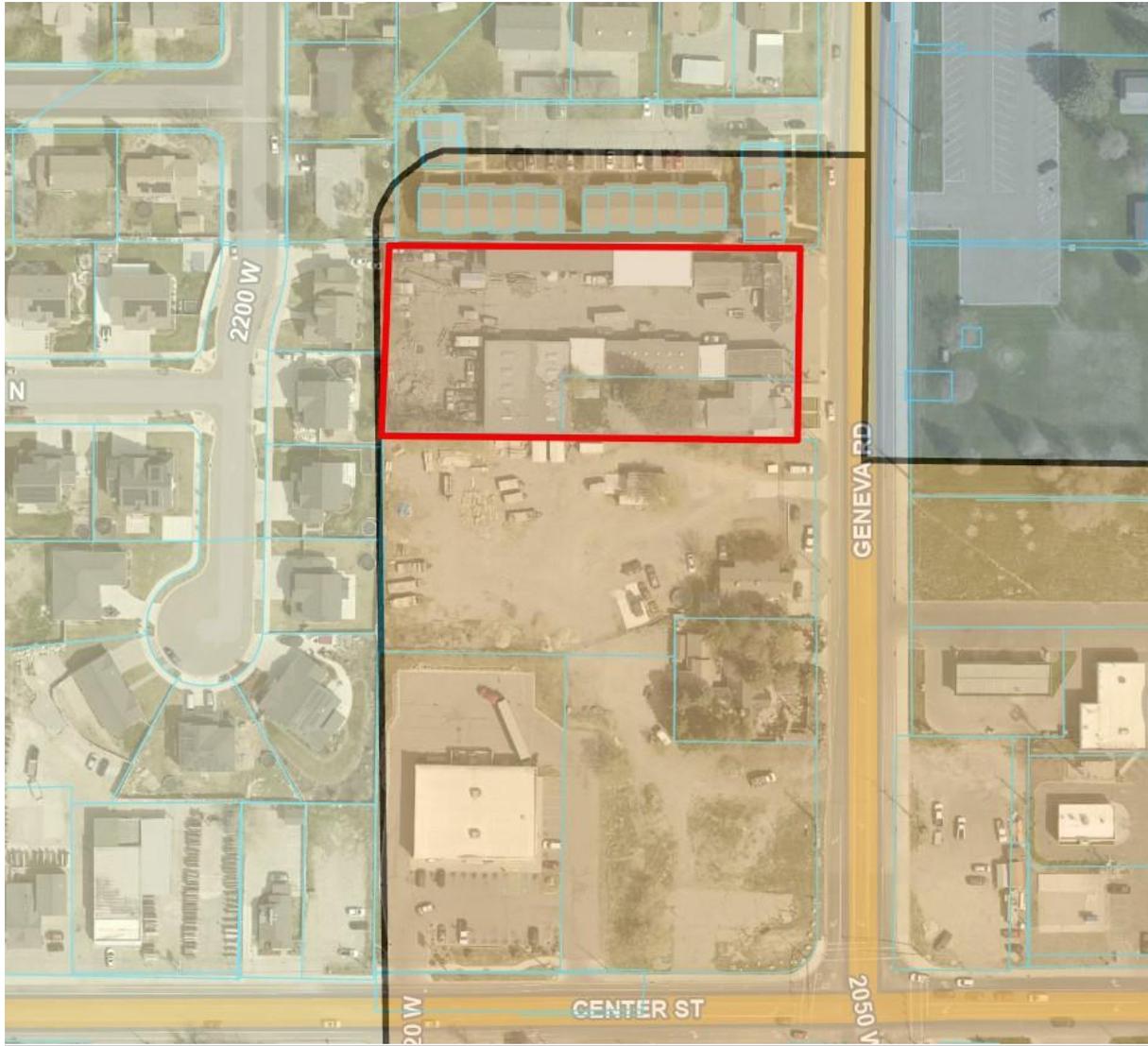
ATTACHMENT 1 - AREA TO BE REZONED



ATTACHMENT 2 – CURRENT ZONE MAP



ATTACHMENT 3 – GENERAL PLAN MAP



ATTACHMENT 4 – NEIGHBORHOOD DISTRICT 3 MEETING MINUTES **8/20/25**

Jared Morgan explained that the property has been in the family since 1963, operating primarily as a cabinet shop. The family approached him to reinvent land use for the property. The proposal consists of two properties totaling approximately an acre and a quarter, located just southwest of Fort Utah Park on Geneva Road. It's a very deep parcel with not a lot of frontage on Geneva Road. They felt that middle housing would be a good use. The development would include both for-sale and for-rent products, with the family intending to hold on to some of the units and have a revenue stream for the family while selling others. Morgan noted that the general plan positions this area for mixed-use. He mentioned he had spoken with neighbors about the plans.

When asked about the number of units, Morgan confirmed it was currently 26, but this may change based on meetings with Planning and Public Works.

An online participant asked if this can stay commercial and that we need to reserve what commercial we can because we don't have the infrastructure to support all the growth. Morgan responded that they need to be wise about the product types and that the family asked him to pursue residential for this property.

When asked about the housing type, Morgan clarified it would be more like a Duplex product.

Regarding existing structures, he noted there was mostly vacant land, but the buildings that are there are commercial use.

A resident expressed concerns about parking, noting similar townhome developments along Geneva Road with 3 or more cars per unit. The resident worried about the impact on Fort Utah Park's parking lot directly across the street and that residents are going to park across the street or along Geneva Road, which is already packed with cars during sporting events. Morgan responded that they can definitely address parking appropriately with Planning.

When asked about the ratio of rental versus for-sale units, Morgan noted they hadn't determined the exact ratio, adding it's difficult to make things pencil right now.

An online question addressed green space requirements and Morgan said that they addressed this last week with Planning and Public Works department and the plan will be modified to meet the green space requirements.

Neighborhood District 3 Chair Andrew Terry asked that the for sale units have CC&Rs requiring owner-occupancy. Morgan acknowledged that comment.

A resident raised concerns about dust during construction. Morgan responded that they're sensitive to dust mitigation and controlling that.

When asked about parking plans for residents, Morgan said that all the units have 2-car garages and driveways, so could park 4 vehicles. He felt that there is ample parking on the site.

**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: TARAR
Presenter: Tara Riddle, Property Administrator
Department: Development Services
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 5 Minutes
CityView or Issue File Number: 25-110

SUBJECT: 9. A resolution authorizing the mayor to dispose of property on the southeast corner of Bulldog Lane and Lakeview Parkway (25-110)

RECOMMENDATION: It is recommended that the Municipal Council approve this resolution to authorize the Mayor to execute the Special Warranty Deed to the Redevelopment Agency of Provo City.

BACKGROUND: On May 6, 2025, the Municipal Council placed the subject property on the surplus property list and authorized the Mayor to negotiate the transfer of the property subject to the conditions in Provo City Code 3.04.030 and the intent to bring the terms of the final agreement with the developer back to the Municipal Council for approval. It has since been determined that it would be more appropriate to have the property deeded to the developer by the Redevelopment Agency. The Redevelopment Agency will bring the terms of the purchase agreement to the Council for final approval.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
The resolution is compatible with the general plans, policies, goals, and objectives of Provo City.

1 RESOLUTION <<Document Number>>

2
3
4 A RESOLUTION AUTHORIZING THE MAYOR TO DISPOSE OF PROPERTY
5 ON THE SOUTHEAST CORNER OF BULLDOG LANE AND LAKEVIEW
6 PARKWAY (25-110)

7
8 RECITALS

9
10 Provo City (the City) owns an 11.136 acre parcel of ground located generally on the
11 southeast corner of Bulldog Lane and Lakeview Parkway and identified as a portion of Utah
12 County Tax ID #s 19-044-0049, 19-044-0051, 19-044-0054 and 19-044-0055, which is further
13 described in the legal description attached to Exhibit 1;

14
15 This property was placed on the surplus property list by the Municipal Council on May 6,
16 2025 (Resolution 2025-23);

17
18 The Mayor has recommended that this parcel be deeded to the Redevelopment Agency of
19 Provo City, which will then execute a Real Estate Purchase Contract with a developer for a
20 residential housing project including work-force housing and market-rate housing;

21
22 On December 2, 2025, the Municipal Council met to consider the facts regarding this
23 matter and receive public comment, which facts and comments are found in the public record of
24 the Council's consideration; and

25
26 After considering the factors presented to the Municipal Council, the Council finds: (i) the
27 proposed action should be approved; and (ii) such action reasonably furthers the health, safety and
28 general welfare of the citizens of Provo City.

29
30 THEREFORE, the Provo Municipal Council resolves as follows:

31
32 PART I:

33
34 The Mayor is authorized to execute the Special Warranty Deed as shown in Exhibit 1 to
35 convey this property to the Redevelopment Agency of Provo City.

36
37 PART II:

38
39 This resolution takes effect immediately.

40
41 END OF RESOLUTION.

43 **EXHIBIT 1 TO THE RESOLUTION**

44
45
46 WHEN RECORDED, RETURN TO:
47 Redevelopment Agency of Provo City Corporation
48 445 W Center
49 Provo, UT 84601

50 **SPECIAL WARRANTY DEED**
51 **(CORPORATE FORM)**

52
53 **PROVO CITY**, a municipal corporation organized and existing under the laws of the state
54 of Utah, with its principal office at 445 West Center, Provo, Utah, 84601, County of Utah,
55 State of Utah, Grantor, hereby **CONVEYS AND WARRANTS** to the **REDEVELOPMENT**
56 **AGENCY OF PROVO CITY**, with their principal place of business at 445 West Center,
57 Provo, Utah, 84601, Grantee, for the sum of TEN DOLLARS and other good and valuable
58 consideration, the following described tract of land in Utah County, State of Utah:

59
60 See attached Exhibit A

61
62 IN WITNESS WHEREOF, the hand of said Grantor, this _____ day of
63 _____, 2025.

64
65 Attest: Provo City Corporation
66 By:
67
68 _____
69 Heidi Allman Michelle Kaufusi, Mayor
70 City Recorder

71
72 [CORPORATE SEAL]

73
74 STATE OF UTAH)
75 : ss.
76 COUNTY OF UTAH)
77

78 On the _____ day of _____, A.D. 2025, personally appeared before me
79 Michelle Kaufusi, who being by me duly sworn did say that she is the Mayor of Provo City,
80 a Municipal Corporation, and that she executed the within instrument on behalf of said
81 corporation by authority of a resolution of City Council and duly acknowledged to me that
82 said corporation executed the same.

83
84 _____
85 NOTARY PUBLIC
86

EXHIBIT A TO THE DEED

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

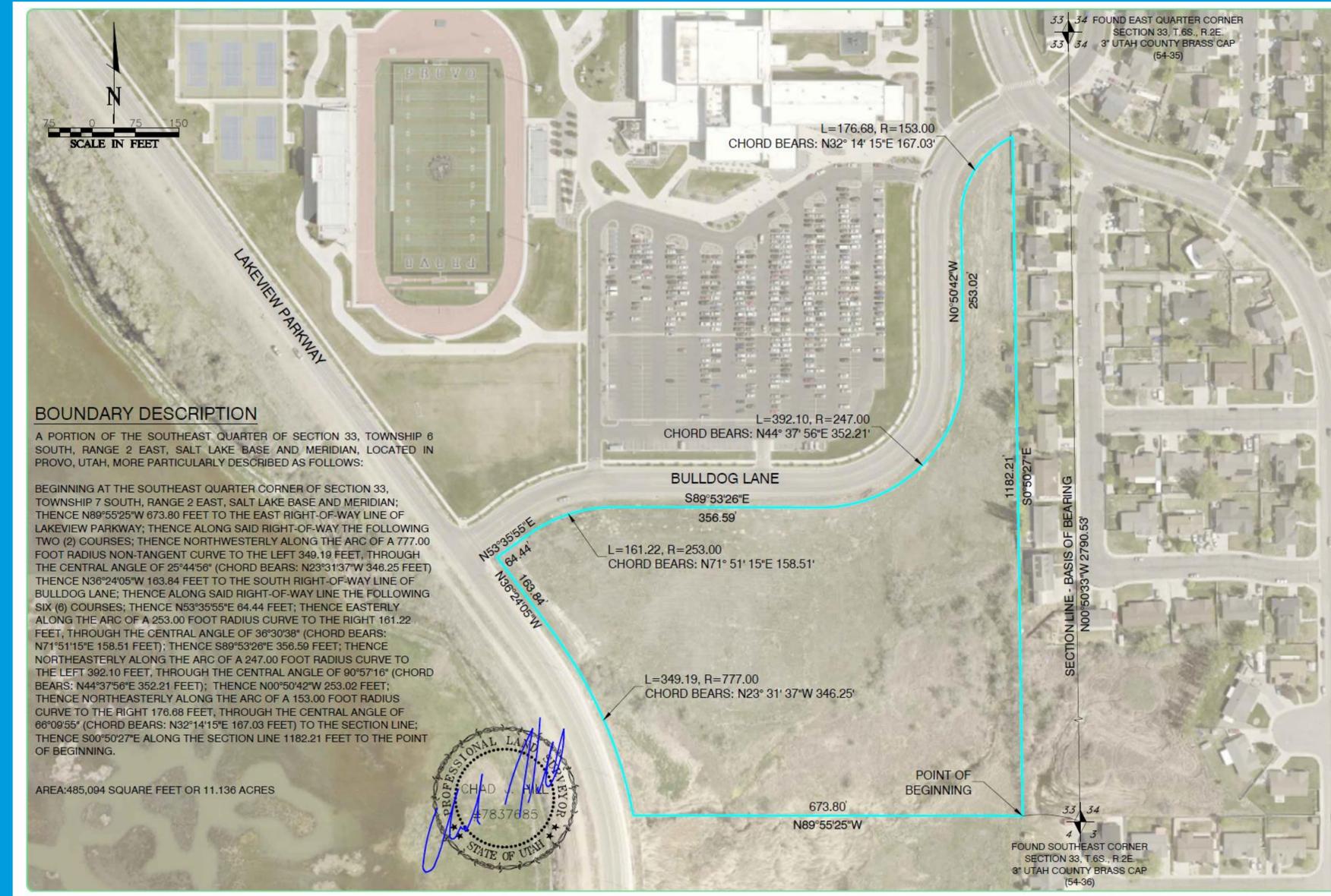
BEGINNING AT THE SOUTHEAST QUARTER CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°55'25"W 673.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; THENCE NORTHWESTERLY ALONG THE ARC OF A 777.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 349.19 FEET, THROUGH THE CENTRAL ANGLE OF 25°44'56" (CHORD BEARS: N23°31'37"W 346.25 FEET) THENCE N36°24'05"W 163.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BULLDOG LANE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES; THENCE N53°35'55"E 64.44 FEET; THENCE EASTERLY ALONG THE ARC OF A 253.00 FOOT RADIUS CURVE TO THE RIGHT 161.22 FEET, THROUGH THE CENTRAL ANGLE OF 36°30'38" (CHORD BEARS: N71°51'15"E 158.51 FEET); THENCE S89°53'26"E 356.59 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 247.00 FOOT RADIUS CURVE TO THE LEFT 392.10 FEET, THROUGH THE CENTRAL ANGLE OF 90°57'16" (CHORD BEARS: N44°37'56"E 352.21 FEET); THENCE N00°50'42"W 253.02 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 153.00 FOOT RADIUS CURVE TO THE RIGHT 176.68 FEET, THROUGH THE CENTRAL ANGLE OF 66°09'55" (CHORD BEARS: N32°14'15"E 167.03 FEET) TO THE SECTION LINE; THENCE S00°50'27"E ALONG THE SECTION LINE 1182.21 FEET TO THE POINT OF BEGINNING.

485,094 SQUARE FEET OR 11.136 ACRES



This description was generated by C.HILL, PLS on 3/11/2025 at 5:11 PM, based on geometry in the drawing file Q:\Public Works\Engineering\CHILL\2025\Provo Property South of Provo High\Provo Property South of Provo High.dwg.

Subject is located on the southeast corner of Bulldog Lane and Lakeview Parkway



The Details

- Parcel contains 11.136 acres of property.
- Parcel is a remnant area remaining from the acquisition in 2014 for the extension of Lakeview Parkway

The Details
continued.....

- Intent is to transfer ownership to the Redevelopment Agency which will then contract with a developer for a project including both workforce and market rate housing. The details of this agreement are still being negotiated and will be brought to the Redevelopment Agency for final approval.



**PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT**



Submitter: MMCNALLEY
Presenter: Melissa McNalley, RDA Director
Department: Development Services
Requested Meeting Date: 12-02-2025
Requested Presentation Duration: 5-10 minutes
CityView or Issue File Number: 25-103

SUBJECT: 10. A resolution of the Redevelopment Agency of Provo City designating a survey area and authorizing related actions for a potential community reinvestment project area. (25-103)

RECOMMENDATION: approval of a resolution authorizing a survey of area north of lakeview parkway in Southwest Provo for a potential CRA

BACKGROUND: The Redevelopment Agency is looking at areas on the west side to incorporate into a CRA to enable tools to attract business to the area.

FISCAL IMPACT: none

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: the survey area takes into account goals in the General plan regarding West Provo and economic development of commercial space in the area.

47 3. The Agency is hereby authorized and directed, as deemed appropriate by the Agency, to
48 prepare a draft Community Reinvestment Project Area Plan, to prepare a draft Community
49 Reinvestment Project Area Budget, and to undertake all such actions as may be required
50 by the Act, or which may otherwise be necessary or desirable to the successful
51 establishment of the proposed community reinvestment project area, including, without
52 limitation, the negotiation of agreements with taxing entities and participants, the
53 preparation for all necessary hearings and the preparation, publication, and/or mailing of
54 statutorily required notices.

55

56 PART II:

57

58 This resolution takes effect immediately.

59

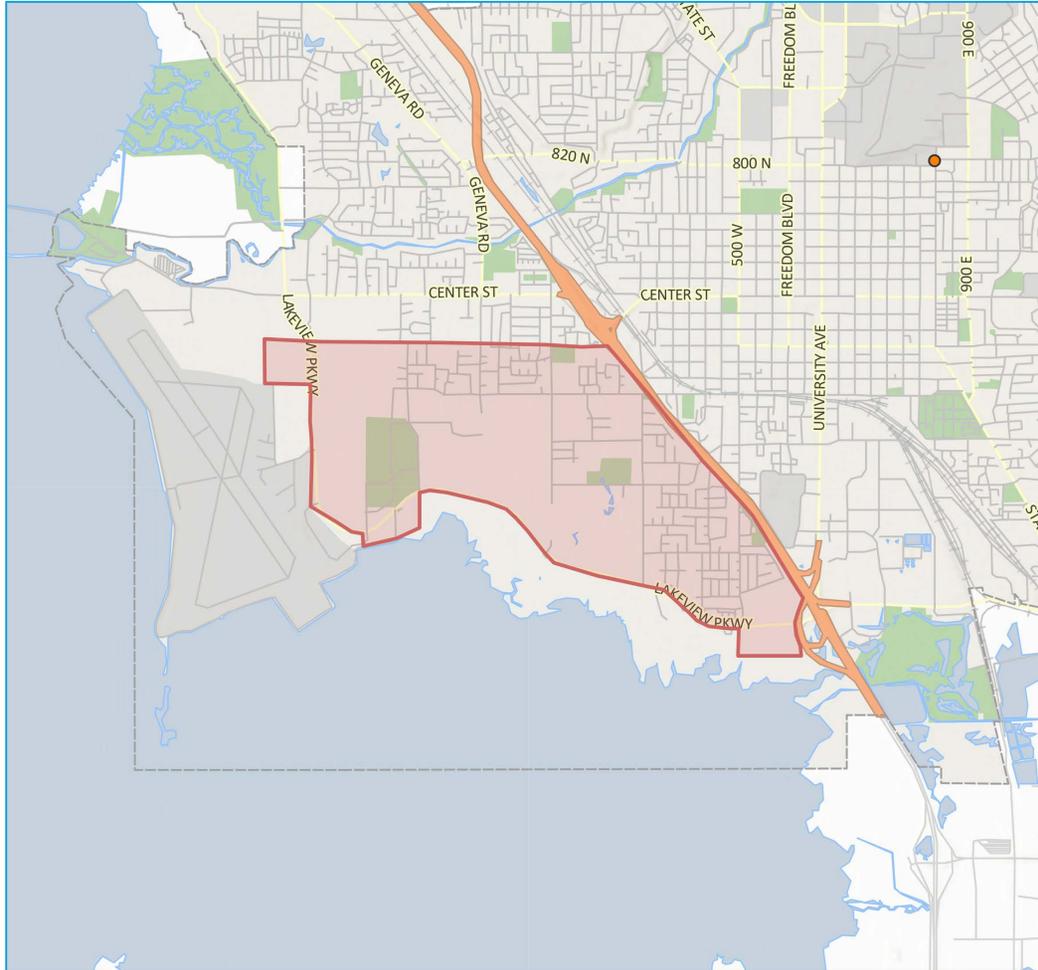
60

61 END OF RESOLUTION.

EXHIBIT A

Survey Area Map

Provo City Lakeview Parkway CRA Survey Map 2



Date: 11/20/2025

This map is for graphical representation only and not for construction or defining feature locations.

