# PROVO MUNICIPAL COUNCIL
# Redevelopment Agency Governing Board
## Work Meeting

11:30 AM, Tuesday, August 11, 2026
Provo Peaks Conference Room (Room 110)
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 and facebook.com/provocouncil. If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

**To listen to the meeting by phone: August 11 Work Meeting: Dial 346-248-7799. Enter Meeting ID 893 1627 6934 and press #. When asked for a participant ID, press #.**

## Agenda
## Roll Call
## Approval of Minutes

July 8, 2025 Council Meeting
June 9, 2026 Council Meeting
June 17, 2026 Council Meeting
July 14, 2026 Work Meeting
July 14, 2026 Council Meeting
July 22, 2026 Work Meeting

## Business

1 A discussion regarding a request from the Taylor Terrace Homeowners Association for city acceptance, infrastructure upgrades, and financial assistance for its private water system. (26-061)

2 A discussion regarding outdoor lighting standards (26-049)

3 A resolution adopting an Americans with Disabilities Act transition plan. (26-063)

4 A resolution approving the appropriation of $14,171.11 in the general fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036)

5 An ordinance amending the zone map classification of real property, generally located at 1804 North Geneva Road, from the one-family residential zone to the specific development plan - Lakeview Fields zone. Lakeview North. (PLRZ20260092)

6 An ordinance amending the zone map classification of real property, generally located at 313 E 200 N, from the residential conservation (RC) zone to the high density residential (HDR) zone. Joaquin Neighborhood. (PLRZ20250330)

7 A resolution approving an interlocal cooperation agreement between Provo City and Springville City to share net benefits from the Springville Rising development (26-062)

8 An ordinance amending the zone map classification of real property, generally located at 3657 S Sierra Vista Way, from the PIC zone to the medium density residential (MDR) and general commercial (CG) zones. Spring Creek. (PLRZ20260006)

9 An ordinance amending the general plan map designation of real property, generally located at 3657 S Sierra Vista Way, from the industrial (I) designation to the mixed use (M) designation. Spring Creek Neighborhood. (PLGPA20260012)

10 A discussion regarding the Vesper Amphitheater (26-061)

## Redevelopment Agency Governing Board

11 A resolution authorizing the Redevelopment Agency of Provo City to enter into a participation agreement for the Lakeview Parkway Community Reinvestment Area (26-047)

## Closed Meeting

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

## Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.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.

The next Work Meeting will be held on Tuesday, August 25, 2026. 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.

# PENDING APPROVAL - DRAFT MINUTES

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

## PROVO MUNICIPAL COUNCIL

**Regular Meeting Minutes**

5:30 PM, Tuesday, July 08, 2025
Council Chambers (Room 100)
Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or
https://www.youtube.com/provocitycouncil

**Roll Call**

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

| | |
|---|---|
| Councilor Becky Bogdin | Councilor Gary Garrett |
| Councilor George Handley | Councilor Katrice MacKay |
| Councilor Rachel Whipple | Deputy Mayor Isaac Paxman |
| Chief Administrative Officer Scott Henderson | City Attorney Brian Jones |
| Executive Council Director Justin Harrison | City Recorder Heidi Allman |

Conducting: Chair Gary Garrett
Excused: Councilor Craig Christensen and Councilor Travis Hoban

**Prayer** – Foster Watabe

**Pledge of Allegiance** – Councilor Bogdin

**Public Comment**

Chair Garrett opened the public comment period. With none, he moved to the first item.

**Action Agenda**

**1 A resolution approving the Provo Station Area Plans as to form. (25-032) 0:08:37**

**Motion:** An implied motion to approve Resolution 2025-33, as currently constituted, has been made by council rule.

Hannah Salzl, City Planner, presented a resolution approving the four station area plans so they could be submitted to the regional agencies for review. She explained that the resolution does not constitute final adoption of the plans; each plan will return to the Council for a separate vote following review by regional partners. Ms. Salzl noted that both regional agencies had provided preliminary feedback indicating the plans appear to meet applicable requirements. Ms. Salzl stated that the completed plans and supporting appendices are available on the City's planning website for public review. She briefly summarized the four station area plans, explaining that they were developed to satisfy state requirements and cover the designated transit station areas, including the Frontrunner station and University Avenue stations. She reviewed the planning process, noting that staff conducted extensive stakeholder outreach, received input from more than 700 residents, and coordinated with local and state partners. She advised that regional review may occur in October rather than September due to scheduling, but the City remains on track to meet all state deadlines. Ms. Salzl explained that the plans

emphasize increasing housing density and economic opportunities near transit stations, improving services and transportation connections, and providing appropriate transitions to surrounding neighborhoods. Finally, she highlighted revisions made following the Council's work meeting, including the removal of language regarding the Franklin and Franklin South neighborhoods from the affordable housing section. She presented the revised language and asked whether it reflected the Council's direction or if additional revisions were desired.

Chair Garrett thanked Ms. Salzl for her work incorporating resident and council feedback throughout the planning process and noted the significant amount of time and collaboration that had gone into developing the station area plans.

Ms. Salzl responded that the planning effort had been underway for approximately two and a half years and credited the project team's collaborative work throughout the process.

Councilor MacKay commended Ms. Salzl for her work incorporating Council feedback and expressed appreciation for the revisions made throughout the planning process, including improvements related to the Joaquin station area. She stated that she intended to vote against the resolution, not because of the plans themselves, but because she opposed the state's requirement that the plans include zoning changes, expressing concern that the mandate could limit the City's ability to achieve the best long-term development outcomes.

Councilor Bogdin agreed with Councilor MacKay's concerns regarding the state-mandated zoning provisions. She stated that retaining local control over zoning would better support owner-occupied housing and thoughtful development, expressing concern that once zoning standards are established, the City has limited discretion to deny projects that comply with the adopted code.

Councilor Whipple asked how the station area plans would be coordinated with the City's comprehensive zoning code rewrite to ensure consistency between the two efforts.

Ms. Salzl explained that the City retained the same consulting team that prepared the station area plans to also complete the zoning code rewrite. She stated that both efforts have been developed concurrently so the vision and land use concepts identified in the station area plans will be reflected in the new zoning code.

Councilor Whipple expressed appreciation that the two projects are being coordinated to avoid conflicts between the plans and the future zoning code.

Chair Garrett opened public comment. With none, and no council discussion, he called for a vote.

**Vote:** The motions passed 4:1 with Councilors Bogdin, Garrett, Handley, and Whipple in favor and Councilor MacKay opposed. Councilors Christensen and Hoban excused.

**2 A resolution imposing fire restrictions due to hazardous environmental conditions. (25-071) 0:18:19**

**Motion:** An implied motion to approve Resolution 2025-34, as currently constituted, has been made by council rule.

Lynn Schofield, Fire Marshal, presented the proposed fire restriction order and accompanying resolution to ratify the restrictions. He explained that, due to dry vegetation, rising temperatures, and increased wildfire risk, the restrictions are necessary to help protect the Provo City watershed and the wildland-urban interface. Mr. Schofield noted that the fire restriction order became effective on June 15, 2025, and requested Council ratification as required by law. He then invited questions from the Council.

Councilor Whipple asked why the Council ratifies the fire restrictions after their effective date rather than before implementation, questioning whether weather conditions make earlier action impractical.

Mr. Schofield explained that the timing of fire restrictions is based on current conditions, including fuel moisture levels, vegetation dryness, temperature forecasts, wind events, and other weather patterns. He noted that, in this instance, dry grass combined with forecasted Red Flag conditions, higher temperatures, and strong winds across Utah prompted staff to impose the restrictions when the wildfire risk increased. He added that staff then prepared the fire restriction order and brought it to the Council for ratification as soon as practicable.

Councilor Bogdin referenced recent wildland fires in northern Utah County, including the Cedar Hills area, and noted that Provo and neighboring communities had also experienced several brush fires. She expressed support for the fire restrictions as an important measure to protect residents and the City's hillsides. She also asked whether, given the earlier wildfire activity in the region, the restrictions could have been implemented approximately two weeks sooner.

Mr. Schofield explained that the emergency fire restriction order was issued and became effective on June 15, allowing the restrictions to take effect immediately when conditions were warranted. He clarified that the Level One restrictions do not prohibit all fires but limit open fires to designated, improved campgrounds and picnic areas with established fire pits managed by public agencies. He stated that his practice is to delay imposing restrictions until conditions make them necessary, while recognizing that wildfire risk can increase rapidly. Mr. Schofield added that state law authorizes the Fire Marshal to issue an emergency order but requires the governing body to subsequently ratify the restrictions by resolution.

Councilor Bogdin expressed appreciation that the Fire Marshal has authority to implement emergency fire restrictions without waiting for the next Council meeting, noting that this allows the City to respond quickly to wildfire risks while the Council subsequently ratifies the action. She emphasized the importance of residents, particularly those living near the foothills, understanding that the restrictions can take effect immediately when necessary.

Mr. Schofield confirmed that the fire restrictions were publicly noticed through social media, local news outlets, City and Parks websites beginning June 8, with the restrictions becoming effective at 12:01 a.m. on June 15 pursuant to his emergency order.

Chair Garrett opened public comment. With none, and no council discussion, he called for a vote.

**Vote:** The motions passed 5:0 with Councilors Bogdin, Garrett, Handley, MacKay, and Whipple in favor. Councilors Christensen and Hoban excused.

**3 An ordinance amending Provo City Code regarding nuisance abatement and chronic nuisances. (25-068) 0:24:45**

**Motion:** An implied motion to approve Ordinance 2025-40, as currently constituted, has been made by council rule.

Bryce Lewis, Police Sergeant, presented a proposed nuisance property ordinance intended to provide the City with an additional enforcement tool for addressing properties that generate repeated criminal activity. He explained that while officers can respond to individual criminal incidents, the ordinance is designed to hold property owners accountable when they fail to address ongoing problems occurring on their properties. Mr. Lewis explained that a property could be designated a nuisance property if it generates five qualifying calls for service within 90 days or ten qualifying emergency calls within a 12-month period. He stated that the Police Department's Community Oriented Policing Unit would review qualifying cases and determine whether designation is appropriate. Using examples from local hotels and residential properties, Mr. Lewis described the significant police resources required to repeatedly respond to locations with chronic criminal activity, including drug offenses, violent crimes, disturbances, prostitution, and repeated search warrants. He noted that some problem properties have generated recurring calls for decades, affecting neighboring residents and businesses while consuming substantial law enforcement resources. Mr. Lewis emphasized that the ordinance is intended to be used selectively after voluntary efforts to resolve issues have failed. He explained that many property owners cooperate with the Police Department, but some refuse to address ongoing criminal activity or implement reasonable management practices. In those situations, the ordinance would allow the City to require corrective action and provide additional leverage to encourage compliance. He also noted that the ordinance includes exceptions so that calls involving victims of domestic violence, sexual assault, stalking, medical emergencies, or good-faith reports by tenants or cooperative property owners would not count toward a nuisance property designation. Finally, he explained that, when appropriate, the Police Department would prepare a report recommending corrective measures tailored to each property, such as improved security, management practices, tenant screening, or other crime-reduction strategies.

Chair Garrett asked whether the proposed fine would be waived if a property owner submitted a written corrective action plan and implemented the recommended measures.

Mr. Lewis confirmed that it would. He explained that the Police Department's goal is to work collaboratively with property owners to reduce criminal activity and resolve ongoing issues, with enforcement serving as a tool to encourage corrective action rather than simply imposing penalties.

Councilor Whipple asked whether the proposed ordinance could unintentionally make it more difficult for individuals with a criminal history to obtain housing in an already competitive market.
Mr. Lewis responded that the ordinance is not intended to target low-income housing or individuals who are not creating problems. He explained that the Police Department focuses on individuals engaged in

ongoing criminal activity and works with property managers to identify those responsible for repeated offenses, rather than penalizing all tenants at a property. He noted that, in his experience, the majority of tenants are not involved in criminal activity and are often frustrated by the behavior of a small number of individuals causing repeated problems. Mr. Lewis further explained that state law already provides a process for addressing rental properties where drugs or drug paraphernalia are present, allowing landlords to evict tenants engaged in criminal activity. He described examples of residential properties that had become locations for ongoing drug activity and stated that such properties create unsafe and unhealthy conditions for both occupants and neighboring residents.
Finally, Mr. Lewis reviewed the proposed enforcement provisions, explaining that noncompliance could result in civil fines of up to $500 per day, revocation of rental permits or business licenses where applicable, and recovery of municipal costs associated with enforcement. He added that property owners would have the right to appeal a nuisance property designation within 15 days before a designated hearing officer.

Chair Garrett opened public comment.

Lacey Cheney, a Provo resident, asked staff to explain the current process for addressing chronic nuisance properties. Specifically, she requested clarification on what steps the Police Department currently takes to work with property owners after responding to repeated incidents and what limitations exist that prevent lasting corrective action.

Mr. Lewis explained that in the vast majority of cases, the Police Department is able to resolve chronic criminal activity by working with property owners after serving search warrants or investigating incidents. He stated that most property owners take corrective action, such as evicting problem tenants, which effectively ends the criminal activity. However, in a small number of cases, property owners refuse to cooperate, fail to respond, repeatedly defer responsibility, or decline to implement promised corrective measures. Mr. Lewis explained that these are the situations the proposed ordinance is intended to address by providing the City with additional leverage to encourage compliance and lasting corrective action.

Stockton Carter, a Provo resident, asked whether a nuisance property designation would become part of the property's permanent record and expressed concern that a single problem property could negatively affect the reputation of an entire neighborhood. He also asked whether the presence of illegal drugs at a property already provides sufficient legal authority to hold property owners accountable or whether existing law limits the City's ability to take enforcement action against owners who allow ongoing criminal activity on their property.

Mr. Lewis explained that while law enforcement can arrest individuals for drug-related offenses, existing criminal laws do not allow property owners to be charged solely because illegal drugs are found on property they own. He stated that the recurring problem arises when property owners repeatedly allow individuals engaged in criminal activity to return, resulting in ongoing nuisance conditions that existing possession laws do not adequately address.

Chair Garrett closed public comment and invited a council discussion.

Councilor Bogdin invited members of the public with additional questions about the proposed ordinance to speak with Sergeant Lewis in the hallway to answer questions.

Councilor MacKay expressed support for the proposed ordinance, stating that she had heard concerns from residents affected by chronic nuisance properties. She said the ordinance would provide the Police Department with an important tool to address persistent problem properties and thanked Sergeant Lewis for his work on the proposal.

Chair Garrett called for a vote.

**Vote:** The motions passed 5:0 with Councilors Bogdin, Garrett, Handley, MacKay, and Whipple in favor. Councilors Christensen and Hoban excused.

**4 A resolution to submit an opinion question to the residents of Provo City in the November 4, 2025 election regarding authorization to impose a local option sales tax as described in Utah Code Section 59-12-1402. (25-076) 0:50:12**

**Motion:** An implied motion to approve Resolution 2025-35, as currently constituted, has been made by council rule.

Doug Robbins, Director of Parks and Recreation, presented information regarding renewal of the Recreation, Arts, and Parks (RAP) sales tax, explaining that state law requires the tax to be renewed by voters every ten years or it will expire. He emphasized that the proposal is not a new tax or a tax increase, but a continuation of the existing one-tenth of one percent sales tax, which generates approximately $2 million annually for recreation, arts, and parks projects. He noted that the tax is paid not only by Provo residents but also by visitors making purchases in the city. Mr. Robins reviewed past public support for the RAP tax, noting that prior surveys and the original 2015 ballot measure demonstrated strong voter approval. He also stated that the Parks and Recreation Board unanimously recommended placing the renewal measure on the ballot. He explained that Provo's longstanding pay-as-you-go funding strategy relies on RAP tax revenues, together with development impact fees, to leverage state, federal, and local grants while avoiding long-term debt. He highlighted several recent grant awards, including a $750,000 grant for the Fort Utah All-Abilities Park, and emphasized that RAP funding has become a critical source of revenue for maintaining and improving the City's existing recreation and park facilities.

John Bunderson, Parks Projects Manager**,** reviewed numerous park, trail, and recreation improvements made possible in part through RAP funding, including new and renovated playgrounds, trail improvements along the Provo River, park and restroom renovations, sports courts, athletic fields, trailhead improvements, and the Epic Sports Park. He emphasized that RAP funds have leveraged significant outside grant funding to expand and improve recreational facilities throughout the city. Mr. Bunderson also described improvements to the Covey Center for the Arts, including upgrades to carpeting, lighting, sound systems, HVAC equipment, and other facility improvements that help maintain the venue as a competitive regional arts facility.

Mr. Robins explained that RAP revenues also support the City's annual Community Arts Grant Program, which provides funding to local arts organizations through recommendations from the Provo Arts Council. Looking ahead, Mr. Robins outlined potential future uses of renewed RAP funding, including improvements to existing parks and recreation facilities, playground replacements, pickleball courts, dog parks, restroom upgrades, arts programming and facility improvements, trail and pathway enhancements, open space preservation, land acquisition, river and wetland projects, and other minor capital improvements. He noted that future projects would continue to be prioritized through the City's Capital Improvement Plan and guided by adopted master plans, neighborhood plans, survey data, and Council priorities. Mr. Robins concluded by outlining the statutory process for placing the RAP tax renewal on the ballot. He explained that, if the Council approved the resolution, the City would notify the Utah County Commission, obtain the required confirmation from the County, and then submit the necessary resolution to the State before the statutory deadline to place the renewal measure on the November ballot.

Chair Garrett asked if the county would be implementing their own type of RAP tax.

Mr. Robins stated that the City had received no indication that Utah County intended to pursue a countywide RAP tax renewal. He noted that several municipalities within the county already have their own RAP taxes and that the County had previously declined to pursue a countywide measure during the last renewal cycle.

Councilor Whipple noted that while RAP tax funding has produced significant improvements to parks and recreational facilities, she had received feedback from community members who would like to see a greater share of the funding dedicated to public-facing arts programs. She observed that much of the arts funding has supported the Covey Center and expressed support for increasing investments in community arts initiatives. She asked whether the proposed citizen committee supporting the RAP tax renewal would include members interested in expanding arts funding, and Mr. Robins confirmed that it would.

Chair Garrett opened public comment. With none, he closed public comment and invited a council discussion.

Councilor Bogdin expressed support for placing the RAP tax renewal on the ballot, emphasizing that Provo voters should make the decision. She stated that the election would allow residents to determine whether continued funding for parks, recreation, arts, and cultural facilities is valuable to the community and whether they wish to continue the existing tax. She said she supported giving the public the opportunity to make that decision.

Chair Garrett called for a vote.

**Vote:** The motions passed 5:0 with Councilors Bogdin, Garrett, Handley, MacKay, and Whipple in favor. Councilors Christensen and Hoban excused.

**5 An ordinance amending the General Plan Appendix B to include new moderate income housing strategies. (PLGPA20250197)** 1:09:45

**Motion:** An implied motion to approve Ordinance 2025-41, as currently constituted, has been made by council rule.

Melissa McNalley, Community Grant Administrator, presented proposed amendments to the City's Moderate Income Housing Plan to update existing strategies and incorporate additional strategies authorized under Utah law. She explained that some existing language was revised to reflect current City initiatives, while outdated strategies were removed. The proposed additions included participating in or creating a community land trust, implementing a mortgage assistance program for municipal employees, utilizing moderate income housing set-asides through the Community Reinvestment Agency, and creating a housing and transit reinvestment zone. She stated that the proposed amendments align with initiatives the City is already pursuing or plans to pursue and would help satisfy the State's moderate income housing requirements.

Councilor Bogdin asked why the proposed strategies were identified by the letters M, N, P, and X rather than in sequential order.

Ms. McNalley explained that the lettering corresponds to the strategy designations established in Utah State Code, and that the City was adopting those specific state-defined strategies. Councilor Bogdin thanked her for the clarification.

Councilor Whipple asked why the strategy related to allowing single-room occupancy developments was being removed, noting that the Council had previously approved zoning changes permitting a dormitory-style housing project in the downtown area.

Ms. McNalley acknowledged that the City had implemented that strategy through the Taylor project and agreed it should receive credit for that action. She stated that the Moderate-Income Housing Plan could be updated before the State submission deadline to reflect the complete strategy.

Chair Garrett opened public comment. With none, he closed public comment and invited a council discussion.

Councilor Bogdin asked whether the Council needed to include Councilor Whipple's suggestion regarding the previously approved dormitory housing project in its motion.

Ms. McNalley explained that no amendment to the motion was necessary because the project had already been implemented. She stated that the update would simply be reflected in the City's implementation reporting to the State so the City could receive credit for completing the strategy.

Chair Garrett called for a vote.

**Vote:** The motions passed 5:0 with Councilors Bogdin, Garrett, Handley, MacKay, and Whipple in favor. Councilors Christensen and Hoban excused.

**6 An ordinance amending the zone map classification of real property, generally located at**

**1200 North Independence Avenue, from the Manufacturing Park (MP) Zone to the Low Density Residential (LDR) Zone. Grandview South Neighborhood. (PLRZ20250072)** 1:16:08

**Motion:** An implied motion to approve Ordinance 2025-42, as currently constituted, has been made by council rule.

Aaron Ardmore, Planning Supervisor, presented a proposed rezoning of a triangular parcel to Low Density Residential (LDR). He explained that the property's general plan designation supports residential development and that the requested zoning would allow the existing townhouse development pattern along Independence Avenue to continue onto the site. The proposal includes six additional for-sale townhomes, consistent with the adjacent development. Mr. Ardmore noted that the Planning Commission had approved the concept plan following review by City engineering and public works staff, who determined the proposal was feasible. If the rezoning were approved, the applicant would return with a detailed project plan and subdivision application for further review.

Brandon Mills, representing Georgetown Development, presented the proposed townhouse project, describing the development of six for-sale townhomes at the north end of Independence Avenue. He explained that each unit would include a private driveway, two-car garage, approximately 1,650 square feet of living space, and three bedrooms with two-and-a-half bathrooms. The project would provide 26 parking spaces, including guest parking and bicycle parking. Mr. Mills also shared a comparable townhouse project previously completed in Provo to illustrate the proposed design. In response to a question from Chair Garrett, Mr. Mills estimated that the homes would be priced between approximately $460,000 and $500,000, with middle units expected to be around $460,000 and end units closer to $490,000, depending on site preparation costs.

Councilor MacKay expressed appreciation that the proposed townhomes would be offered for sale rather than developed as rental units. She asked whether the project would have its own homeowner's association and whether the HOA would include any owner-occupancy requirements to discourage investor purchases.

Mr. Mills explained that the development would have a standalone HOA that would prohibit nightly rentals but would not require owner occupancy. He stated that the developer intends to sell the homes rather than retain them as investment properties. Councilor MacKay suggested considering an HOA provision requiring initial owner occupancy to discourage institutional investor purchases, and Mr. Mills responded that he would consider the idea.

Councilor Bogdin stated that she would prefer the development included a long-term owner-occupancy requirement to help preserve homeownership opportunities and reduce institutional investor ownership. She also asked about the undeveloped triangular parcel north of the project.

Mr. Mills explained that the developer owns the property and intends to dedicate the northern portion to the City to accommodate the future extension of Independence Avenue. He noted that the City would ultimately complete the roadway extension when that project moves forward.

Councilor Whipple remarked that she wished the site could accommodate additional housing units but expressed support for the proposed development as a continuation of the existing neighborhood. She said the proposal appeared to be a good project and noted that adding more homes would benefit the community.

Mr. Mills explained that the design balances housing with green space and landscaping, and that site topography limits additional development.

Chair Garrett opened public comment. With no comments, or council discussion, he called for a vote.

**Vote:** The motions passed 4:1 with Councilors Garrett, Handley, MacKay, and Whipple in favor. Councilor Bogdin opposed. Councilors Christensen and Hoban excused.

**Adjournment**

The meeting was adjourned by unanimous consent at approximately 6:55 PM.

DRAFT

# PENDING APPROVAL - DRAFT MINUTES

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**PROVO MUNICIPAL COUNCIL**
**Redevelopment Agency Governing Board**
**Stormwater Service District Governing Board**
**Regular Meeting Minutes**
5:30 PM, Tuesday, June 09, 2026
Council Chambers (Room 100)
445 W. Center Street, Provo, UT 84601 or
https://www.youtube.com/provocitycouncil

**Roll Call**

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

| | |
|---|---|
| Councilor Becky Bogdin | Councilor Craig Christensen |
| Councilor Gary Garrett | Councilor Travis Hoban |
| Councilor Katrice MacKay | Councilor Rachel Whipple |
| Councilor Jeff Whitlock | Mayor Marsha Judkins |
| Council Executive Director Justin Harrison | Chief Administrative Officer Scott Henderson |
| City Attorney Brian Jones | City Recorder Heidi Allman |

Conducting: Chair Katrice MacKay

**Prayer** – Grant Pace

**Pledge of Allegiance** – Councilor Jeff Whitlock

**Public Comment**

Chair MacKay read the public comment guidelines and opened the public comment period. No comments were made, and she subsequently closed the public comment period.

**Presentations, Proclamations, and Awards**

**1 A presentation regarding the FY 2027 Provo City Citizens Budget (26-001) 00:03:26**

Britton Johnson, Council Intern, presented an overview of the proposed tentative budget designed to highlight key financial information for the public. He reviewed projected revenues of approximately $334.62 million and expenditures of $341.6 million, noting that utility sales, fees, and sales tax remain the City's primary revenue sources. He highlighted an increase in projected sales tax revenue, major General Fund expenditures, and the Capital Improvement Plan, including the continued construction of the new drinking water treatment plant. Mr. Johnson also reviewed proposed utility rate adjustments, emphasizing that no residential electric rate increase is proposed for Fiscal Year 2027, and outlined available utility rebate and sustainability programs. He highlighted several initiatives to improve fiscal efficiency, including tighter oversight of supplemental appropriations, creation of an annual vehicle fleet budget, reduced fire department overtime through additional staffing, investment in an economic development strategic plan, and improvements to the building permit process. He concluded by reviewing community achievements, the City's long-term vision, opportunities for public participation in

the budget process, and resources for accessing the full tentative budget before inviting questions from the Council.

**Action Agenda**

**2 A resolution to place 5.079 acres of real property generally located to the south of the Epic Sports Park on Lakeview Parkway on the surplus property list (26-012) 00:11:45**

**Motion:** An implied motion to approve Resolution 2026-18, as currently constituted, has been made by council rule.

Cody Hill, Economic Development Division Director, presented a proposal to declare approximately 5.079 acres of City-owned property located south of Epic Sports Park as surplus property. He explained that the parcel was acquired as part of the original Epic Sports Park property purchase and was later zoned SC-2 (Service Commercial) in coordination with the Development Services and Parks and Recreation departments to support future commercial development. Mr. Hill noted that the Council had previously discussed the property and the related request for proposals (RFP) process during work sessions. He explained that declaring the property surplus would allow it to be sold for future development and offered to answer any additional questions.

Chair MacKay opened public comment. With none, she invited a council discussion.

Councilor Whitlock explained that declaring the property surplus was a procedural step necessary to facilitate its future sale and development. He noted that the parcel is located near the airport and Epic Sports Park and referenced plans discussed during the work session for a hotel and restaurant development intended to serve visitors to both facilities.

Chair MacKay called for a vote.

**Vote:** The motion passed 7:0 with Councilors Bogdin, Christensen, Garrett, Hoban, MacKay, Whipple, and Whitlock in favor.

**3 An ordinance amending the zone map classification of real property, generally located at 5568 N Canyon Road, from the medium density residential (MDR) zone to the Arbors on the Avenue (PRO-A10) zone. North Timpview. (PLRZ20260076) 00:14:22**

**Motion:** An implied motion to approve Ordinance 2026-16, as currently constituted, has been made by council rule.

Aaron Ardmore, Planning Supervisor, presented a proposal to amend the previously approved development agreement for the property. He explained that the Council had previously approved a Medium Density Residential zoning designation and a development agreement allowing 16 townhome units. The applicant is now proposing to develop 46 condominium units under the Arbors on the Avenue zone. Mr. Ardmore stated that the proposal had completed staff and Planning Commission review and that the concept plan demonstrates compliance with the proposed zoning. He noted that approval

would also require amending the recorded development agreement to reflect the revised project and offered to answer questions.

Councilor Christensen asked how the proposed development would be accommodated by the existing sewer system, noting that sewer capacity had not been discussed during the work session.

Gordon Haight, Public Works Director, explained that the City's sewer master plan originally allocated capacity for 12 units on the property based on its planned development at the time. Since then, the City has reevaluated available sewer capacity after other anticipated developments did not proceed as originally planned, allowing capacity to be reallocated to support the proposed increase in units. Director Haight acknowledged that sewer capacity in the area remains limited but stated that the City has sufficient capacity for the proposed project under the adopted master plan. He noted that future requests for additional density beyond current planning assumptions could present challenges.

Councilor Whitlock asked about the existing development agreement for the property, including whether it remains in effect and whether it includes an owner-occupancy requirement.

Aaron Ardmore confirmed that the current development agreement remains in effect and that both the existing and proposed agreements require at least 50% of the units to be deed-restricted for owner occupancy.

Councilor Whitlock also asked how the proposed condominium development would address housing affordability and neighborhood concerns about traffic. He also inquired what the former use was for the property.

Mr. Ardmore explained that the smaller condominium units are expected to be more affordable than the previously approved townhomes and noted that the development agreement requires roadway and infrastructure improvements that will enhance the surrounding transportation system. In response to Councilor Whitlock's final question, Mr. Ardmore confirmed that the site is a former gravel pit.

Councilor Bogdin asked whether the proposed development would retain the trail connection required under the existing development agreement and raised questions about whether the development would provide adequate parking.

Aaron Ardmore confirmed that the proposal includes construction of the trail connection to the City's existing trail system and meets the City's parking requirement of 2.25 spaces per unit. In response to questions about potential overflow parking, Mr. Ardmore noted that the proposal complies with City parking standards and that parking is prohibited along the adjacent section of Canyon Road, which he believed would address concerns about on-street parking.

Councilor Whipple expressed support for the revised proposal, noting that it would result in more owner-occupied units than the previously approved townhome development while also providing more affordable homeownership opportunities. She acknowledged the challenges associated with developing the site, including nearby infrastructure constraints, and observed that the earlier proposal had been limited by sewer capacity. She stated that she viewed the revised condominium proposal as an improvement over the previous development plan.

Councilor Christensen expressed concern that, although the proposal meets the City's parking standards, the site's unique location and lack of adjacent on-street parking could create parking challenges. He also questioned whether the proposed density was appropriate given the property's location along Canyon Road and the traffic and access concerns previously discussed.

David Bragonje, Applicant, addressed concerns about parking, explaining that each condominium would include two parking spaces, with a limited number of units having the option to purchase an additional underground space. He noted that visitor parking would also be available on-site but stated that nearby streets and trailhead parking are not intended to accommodate long-term overflow parking. Mr. Bragonje said the parking limitations would naturally restrict the number of vehicles associated with each unit and reduce the likelihood of excessive student parking in the development.

Chair MacKay asked how parking would be managed within the development and requested additional information about the anticipated pricing and target market for the condominiums.

Mr. Bragonje explained that each unit would have two assigned parking spaces, with visitor parking available and limited opportunities for residents to rent additional spaces through the homeowner's association. He stated that the condominiums would be smaller and more affordable than the previously proposed townhomes, although they would not be considered entry-level housing due to their location and amenities, including underground parking. Mr. Bragonje said he anticipates the development will appeal primarily to residents looking to downsize from larger homes and confirmed that the building will include an elevator to improve accessibility.

Councilor Christensen asked how the proposed 50% owner-occupancy requirement would be implemented within the development.

Mr. Bragonje confirmed that the development agreement requires a minimum of 50% owner-occupied units and explained that the threshold also aligns with Federal Housing Administration (FHA) financing requirements for condominium projects. He noted that maintaining owner occupancy supports long-term marketability and financing options for future buyers while allowing sufficient flexibility to market and sell all 46 units during and after construction.

Mr. Bragonje explained that the requested zoning change is intended to accommodate the site's parking layout rather than increase building height. He stated that the proposed building complies with the existing Medium Density Residential height limits and would remain lower in elevation than the adjacent electrical substation. He explained that the design places parking in front of the building and uses the parking structure to help retain the hillside while providing the required parking. Mr. Bragonje also noted that sewer capacity is available for the project and stated that parking, rather than sewer service, is the primary design constraint. He concluded by expressing his belief that the condominium building would provide a more attractive streetscape along Canyon Road than the rear elevations of the previously approved townhomes.

Chair MacKay asked if Mr. Bragonje would entertain the idea of increasing the owner occupancy requirement in the Development Agreement.

Mr. Bragonje responded that he is not opposed to a higher owner-occupancy percentage, including up to 80% or 100%, but requested flexibility during the initial sales process. He also noted that second-home owners would still qualify as owner occupants under the requirement.

Councilor Whitlock asked the applicant to describe how the site's existing terrain, including the former gravel pit and hillside, would be transformed by the proposed development so the Council could better visualize the finished project.

Mr. Bragonje explained that the proposed building would generally occupy the footprint of the existing gravel pit, with limited retaining into the adjacent hillside. He noted that most site modifications would occur near the entrance between Canyon Road and the electrical substation. Mr. Bragonje also described prior coordination with the City to realign property boundaries around the substation, establish a new substation access, and execute an agreement to transfer property needed for a future roadway expansion in exchange for related site improvements by the City.

Councilor Whipple asked how long the applicant anticipated it would take to sell the owner-occupied condominium units compared with leasing any rental units, noting that a developer who presented during the Council work session described challenges selling condominiums despite offering buyer incentives. She questioned whether increasing the owner-occupancy requirement could extend the project's sales timeline given the proposed market and financing considerations.

Mr. Bragonje responded that market conditions, particularly interest rates, would significantly influence the pace of condominium sales. He explained that higher interest rates make purchases more difficult for first-time homebuyers, while buyers who are downsizing and paying with existing home equity may be less affected. He acknowledged that the market could absorb only a limited number of condominium units over time, creating some uncertainty in the sales timeline, but expressed confidence that the Provo location would remain attractive compared with similar housing opportunities elsewhere in the county.

Councilor Whitlock asked whether there were additional features of the existing development agreement that would be helpful for the Council and public to understand, including planned public improvements such as the trail connection to the Indian Trail area.

Mr. Bragonje explained that while the conceptual plan illustrates a future trail connection to the Indian Trail area, he did not propose including the trail as a requirement in the development agreement because its final design and access have not yet been determined. He stated that the trail appears feasible and would provide a valuable amenity for future residents. Mr. Bragonje also highlighted several infrastructure improvements associated with the project, including new looped water, sewer, gas, and fiber utility connections that would improve service to both the development and the surrounding area.

Chair MacKay asked if the renderings were AI generated.

Mr. Bragonje explained that the building rendering is based on architectural plans prepared by a licensed architect and that artificial intelligence was used only to enhance the exterior finishes and appearance of the rendering, not to generate the building design itself.

Councilor Christensen asked whether the project would be constructed in phases.

Mr. Bragonje responded that the development is intended to be built as a single phase, explaining that the underground parking structure represents a substantial portion of the project's cost and must be constructed regardless, making it more practical to complete the entire building at once.

Chair MacKay asked for clarification regarding the development agreement, recalling that it included a trail requirement.

Mr. Ardmore clarified that the development agreement requires the developer to transfer the portion of the Bonneville Shoreline Trail that crosses the property to the City by deed or easement before a building permit is issued, but it does not require construction of the trail itself.

Councilor Garrett asked whether the proposed development has generated any pre-sale interest and inquired about the level of interest from prospective condominium buyers or renters.

Mr. Bragonje responded that the project has not yet generated presale interest from prospective end users, explaining that it is still too early in the process. He noted that marketing efforts would begin after the requested zoning is approved and the project design is finalized.

Chair MacKay asked whether Mr. Bragonje intends to develop the project himself or obtain the necessary land use approvals before selling it.

Mr. Bragonje responded that his plan is to entitle the project and then sell it to an experienced developer while remaining involved as a partner. He explained that, although he has extensive knowledge of the project, he believes it is best completed by a developer with experience constructing similar developments. He added that the property's former configuration, consisting of multiple overlapping parcels, had discouraged experienced developers until the ownership and boundary issues were resolved.

Chair MacKay opened the item for public comment.

David Chappell, a Provo resident, spoke in support of the proposed higher-density development and suggested that incorporating some affordable housing units could improve both affordability and marketability. He recommended requiring 100% owner occupancy rather than the proposed 50%, expressing concern that a lower threshold would be difficult to enforce. Mr. Chappell suggested allowing the developer a limited transition period, such as five years, to rent units before requiring all units to become owner occupied. He also stated that the proposed parking spaces appeared adequate.

With no other comments, Chair MacKay closed public comment and invited a council discussion. With no other council comments or questions, Chair MacKay called for a vote.

**Vote:** The motion passed 7:0 with Councilors Bogdin, Christensen, Garrett, Hoban, MacKay, Whipple, and Whitlock in favor.

**4 An ordinance amending Provo City Code regarding floodplain management and development standards. (PLOTA20260185) 00:46:14**

**Motion:** An implied motion to approve Ordinance 2026-17, as currently constituted, has been made by council rule.

Tommy Scherbel, Floodplain Engineer, explained that the changes are required for Provo City's continued participation in the National Flood Insurance Program (NFIP) and are intended to ensure the City's regulations meet or exceed updated FEMA minimum standards. Mr. Scherbel noted that the ordinance updates definitions, administrative authority, permitting requirements, and floodproofing standards to provide greater clarity for development within flood hazard areas. Mr. Scherbel reviewed updated FEMA floodplain maps, explaining that the revisions expand certain 1% annual chance flood hazard areas and 0.2% annual chance flood hazard areas in portions of the city, including areas near the airport. He clarified that properties within the 1% flood hazard area may be subject to federal flood insurance requirements for federally backed mortgages, while the 0.2% flood hazard areas are identified for informational purposes but do not carry the same insurance requirements. He emphasized that the ordinance changes are the result of updated FEMA mapping and coordination with FEMA, the Utah Division of Emergency Management, and the City's consultant, WSP.

Chair MacKay opened public comment. With none, and no council discussion, she called for a vote.

**Vote:** The motion passed 7:0 with Councilors Bogdin, Christensen, Garrett, Hoban, MacKay, Whipple, and Whitlock in favor.

**5 A public hearing regarding the FY27 budget for Provo City (26-001) 00:52:21**

Kelsey Zarbock, Budget Officer, introduced the first public hearing on the proposed Fiscal Year 2027 budget. She noted that the tentative budget had been presented to the Council and is available on the City's website through the financial transparency portal. Ms. Zarbock highlighted sections of the budget that may be of particular interest to the public, including the Mayor's message, Council priorities, and budget highlights outlining major initiatives and revenue sources. She reminded the public that a second public hearing would be held on **June 23** before the Council considers adoption of the final budget, then invited public comment.

Chair MacKay opened the public hearing. With none, she closed the public hearing.

**6 ***CONTINUED*** A resolution approving property tax rates for Provo City Corporation for the fiscal year beginning July 1, 2026, and ending June 30, 2027 (26-001)**

**7 ***CONTINUED*** An ordinance amending the zone map classification of real property for a residential development with 75 lots and 50 townhomes, located approximately at 5450 N Canyon Rd. North Timpview neighborhood PLRZ20260115**

*With no objections, the Provo Municipal Council adjourned and reconvened as the Redevelopment Agency Governing Board with Chair Christensen conducting.*

**Redevelopment Agency of Provo**

*Although listed later on the agenda, Item 9 was heard prior to Item 8.

**8 A resolution adopting a project area budget for the Lakeview Parkway Community Reinvestment Area (26-005) 00:56:22**

**Motion:** An implied motion to approve Resolution 2026-RDA-06-09-1, as currently constituted, has been made by council rule.

Melissa McNalley, Redevelopment Agency Administrator, presented the proposed Fiscal Year 2027 budget for the Lakeview Parkway Community Reinvestment Project Area. She explained that the budget assumes future retail and commercial development on three project parcels, including a hotel near Epic Sports Park, resulting in projected sales tax, property tax increment, and transient room tax revenues. Ms. McNalley noted that the figures are estimates because the sites have not yet been developed. She also clarified that the parcel adjacent to Epic Sports Park is currently owned by the City and therefore has no taxable value. She added that the budget includes projected increases in property values throughout the project area and anticipated benefits to participating taxing entities and noted that future budget amendments would be brought forward if additional development incentives are approved.

Board Member Bogdin asked whether the budget would be amended to reflect the agreed-upon base property value for the parcel south of Epic Sports Park once the remaining details are finalized.

Ms. McNalley confirmed that any revisions affecting projected property tax increment would be brought back to the Redevelopment Agency Board as a budget amendment. She added that the amendment could potentially be considered at the same time as the related development agreement for the property.

Chair Christensen opened public comment. With none, and no board discussion, he called for a vote.

**Vote:** The motion passed 7:0 with Board Members Bogdin, Christensen, Garrett, Hoban, MacKay, Whipple, and Whitlock in favor.

**9 A public hearing regarding the Redevelopment Agency's FY27 Budget (26-001) 00:55:22**

Ms. Zarbock introduced the public hearing on the proposed Fiscal Year 2027 budget for the Redevelopment Agency (RDA). She explained that although the RDA is a legally separate entity from Provo City, it is financially intertwined with the City and therefore requires a separate public hearing. Ms. Zarbock noted that the proposed RDA budget is included within the City's tentative Fiscal Year 2027 budget document and directed the public to the section containing the RDA budget.

Chair Christensen opened the public hearing. With none, he returned to item 8.

*With no objections, the Redevelopment Agency Governing Board adjourned and reconvened as the Stormwater Service District Governing Board with Chair MacKay conducting.*

**Stormwater Service District**

**10 A public hearing regarding the FY27 Budget for the Stormwater Service District (26-001)** 01:01:02

Ms. Zarbock introduced the public hearing on the proposed Fiscal Year 2027 budget for the Stormwater Service District. She noted that the proposed budget is included in the City's Fiscal Year 2027 budget document and directed the public to its location before opening the public hearing for comment.

Chair MacKay noted that this was the first of two required public hearings on the proposed budgets and opened the public hearing.

David Campbell, a Provo resident, encouraged the City to prioritize funding for water infrastructure improvements. He stated that the proposed budget does not appear to reflect the level of investment previously identified by consultants and acknowledged that future budget amendments and rate increases may be considered. Mr. Campbell urged the City to address water infrastructure needs, noting that such issues are often overlooked because they are not readily visible to the public.

Chair MacKay responded that the Council had discussed the issue during its work meeting earlier that day and had voted to support the consultants' recommended 6% water rate increase, noting that the proposed budget is consistent with that recommendation.

With no other comments, Chair MacKay adjourned the meeting.

**Adjournment**

The meeting was adjourned by unanimous consent at approximately 6:34 PM.

DRAFT

# PENDING APPROVAL - DRAFT MINUTES

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

## PROVO MUNICIPAL COUNCIL

**Regular Meeting Minutes**
5:30 PM, Wednesday, June 17, 2026
Council Chambers (Room 100)
445 W. Center Street, Provo, UT 84601 or
https://www.youtube.com/provocitycouncil

**Roll Call**

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

Councilor Becky Bogdin
Councilor Gary Garrett
Councilor Katrice MacKay
Councilor Jeff Whitlock
City Attorney Brian Jones
City Recorder Heidi Allman
Councilor Craig Christensen
Councilor Travis Hoban
Councilor Rachel Whipple
Council Executive Director Justin Harrison
Chief Administrative Officer Scott Henderson

Conducting: Chair Katrice MacKay

**Prayer** – Councilor Gary Garrett

**Pledge of Allegiance** – Chair Katrice MacKay

**Action Agenda**

**1 A resolution approving property tax rates for Provo City Corporation for the fiscal year beginning July 1, 2026, and ending June 30, 2027 (26-001) 00:07:40**

**Motion:** An implied motion to approve Resolution 2026-19, as currently constituted, has been made by council rule.

Justin Harrison, Council Executive Director, presented the proposed certified property tax rates for Fiscal Year 2027. He explained that Utah law requires fiscal year taxing entities to adopt certified tax rates before June 22, and because the City would not adopt its Fiscal Year 2027 budget until June 23, the Council was required to adopt the certified rates separately. Mr. Harrison noted that the proposed rates do not include a property tax increase and therefore do not require a Truth in Taxation hearing. He reviewed the certified tax rates for the City's general operations, bond repayment, and library funds.

Chair MacKay noted that the certified tax rates are established through the county certification process and do not reflect a discretionary tax increase by the City. Seeing no Council discussion, she called for a vote on the motion.

**Vote:** The motion passed 7:0 with Councilors Bogdin, Christensen, Garrett, Hoban, MacKay, Whipple, and Whitlock in favor.

DRAFT

**Adjournment**

The meeting was adjourned by unanimous consent at 5:35 pm.

DRAFT

*Please note: These minutes have been prepared with a timestamp linking the agenda items to the video discussion.*

# PROVO MUNICIPAL COUNCIL

**Work Meeting Minutes**

1:00 PM | July 14, 2026
Provo Peaks Conference Room (110)
445 W. Center Street, Provo, UT 84601

PENDING MINUTES – AWAITING APPROVAL

## Roll Call

Council Chair Katrice MacKay, conducting
Council Vice-Chair Craig Christensen
Councilor Gary Garrett (Remote)
Councilor Jeff Whitlock
Councilor Becky Bogdin
Councilor Travis Hoban
Councilor Rachel Whipple

## Approval of Minutes

- September 23, 2025 Council Meeting
- December 16, 2025 Council Meeting
- May 26, 2026 Council Meeting
- June 23, 2026 Work Meeting

These Minutes were approved by unanimous consent.

## Business

### 1. A presentation regarding the Mountainland Association of Governments (MAG) (26-055) 00:01:44

LaNiece Davenport, MPO Director; Kevin Feldt, Transportation Planning Manager; and Bob Allen, Transportation Programming Manager, presented on behalf of the Mountain Land Association of Governments (MAG). The presentation provided an overview of MAG's structure, its role as one of Utah's seven associations of governments representing Utah, Summit, and Wasatch Counties, and the programs it administers including the Metropolitan Planning Organization (MPO), the Regional Transportation Plan (RTP), and the Transportation Improvement Program (TIP).

Davenport explained that MAG is governed by local elected officials, including all mayors and county commissioners within Utah County, along with transportation partners such as UDOT, UTA, and the Federal Highway Administration (FHWA). She described MAG's Technical Advisory Committee (TAC), which vets projects before they advance to the MPO board. Provo City's representative on the TAC is Public Works Director Gordon Haight.

Feldt outlined the RTP, which is a long-range transportation plan updated every four years with a current horizon year of 2055. The plan encompasses road, transit, and active transportation projects of regional significance and is governed by fiscal constraint requirements set by the federal government. Projects are scored and phased into three ten-year periods based on anticipated revenues and regional need. Feldt noted that projects requiring federal or state funding must be included in the RTP.

Allen clarified the distinction between the RTP and the TIP, describing the TIP as the short-term implementation arm of the RTP—similar to a capital improvement plan—listing all regionally significant projects with real, assigned funding over a four-to-six-year window. He noted the current TIP reflects approximately $3.6 billion in projects countywide through 2031, of which approximately $500 million is MAG-administered funding.

Council members raised questions regarding the 820 North corridor project. Allen confirmed the project is in the current RTP as a Phase 1 need and that modeling indicated Center Street could absorb approximately 15,000 additional daily trips without the 820 North improvement by 2055. He noted the next TIP selection cycle would begin in late 2027, with funding decisions finalized by August 2028 for projects constructed in approximately 2031–2032. Discussion arose regarding the process for project submission, with Allen confirming that while the mayor is Provo's representative on the MPO board, other entities such as county commissioners may also submit projects, ideally with coordination between parties.

Councilor Hoban requested a future follow-up presentation with updated modeling data specific to the 820 North project to better inform council decision-making. Councilor Whitlock noted interest in reviewing updated data given the changes in travel behavior since the COVID-19 pandemic. Councilor Christensen expressed support for the planning work and emphasized the importance of balancing safety, access, and neighborhood concerns.

Council Member Garrett moved to express the Council's support of the current master transportation plan and the projects currently in common with MAG. Council Member Christensen seconded the motion. The motion Passed 6-1 (Councilor Whitlock opposed).

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## 2. A presentation regarding an update from Intermountain Health Care (26-059)

**00:58:00**

Kyle Hansen, Administrator for Intermountain Health Care's Utah Valley Hospital campus, presented alongside Janet Frank, Community Outreach Leader. Hansen provided an overview of projected growth in healthcare demand within Utah County, driven primarily by population growth and an aging demographic. He noted that the fastest-growing cohort in the county is the population over age 65, which is expected to continue increasing as a percentage over the next 30 years.

Hansen presented projections indicating a roughly 50 percent increase in average daily hospital census over the next ten years, growing from approximately 210 to 312 inpatient beds needed

PENDING MINUTES - AWAITING APPROVAL

countywide, with the majority of that growth occurring at Utah Valley Hospital. On the ambulatory side, the medical group is projected to grow by over 200 providers and 200,000 additional clinic visits within the decade, requiring the equivalent of an additional 250,000 square foot patient tower for clinic space alone. Intermountain currently employs over 4,000 individuals based in Provo, with approximately 3,800 at the hospital campus.

Hansen discussed the hospital's vision for becoming a quasi-academic medical center through a partnership with BYU's new medical school and expanded residency programs. Phase 1 programs include internal medicine (45 total residents over a three-year program) and psychiatry (16 total residents over a four-year program). A partnership with Noorda also exists for medical student training. Hansen also stated that Intermountain intends to pursue Level 1 Trauma Center designation within the next couple of years, noting that Utah Valley Hospital currently functions at that level of care despite holding a Level 2 designation.

Regarding campus development, Hansen indicated that Intermountain has been acquiring and clearing aging properties along the Freedom Boulevard corridor in anticipation of new construction on that parcel, though formal funding approval has not yet been released. He also confirmed plans to redevelop the clinic site on Canyon Road near Days Market, with a design application expected to come before the city in the coming months.

Councilor Hoban asked what Provo City could do to support Intermountain's growth. Hansen cited workforce housing as an emerging focus for the organization and emphasized that improving access to the hospital campus is the most critical need, noting that the front entrance of the hospital was intentionally oriented toward 820 North in anticipation of that corridor becoming a major access route. He expressed strong support for the proposed 820 North interchange connecting to I-15.

Chair MacKay noted that the hospital and BYU together account for Provo's two largest employers and indicated interest in forming a collaborative committee with major economic anchors including Intermountain, BYU, and Noorda to coordinate city support.

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## 3. A resolution amending the HOME-ARP allocation plan (26-025) 01:26:54

Melissa McNalley, RDA Director, presented a proposed amendment to Provo City's HOME-ARP allocation plan. HOME-ARP funding is a one-time federal allocation from HUD designated to assist individuals experiencing or at risk of homelessness. The amendment would allow one recipient, Community Action, to reallocate $260,000 from tenant-based rental assistance to supportive services, providing greater flexibility in eligible uses. The total funding amount remains unchanged. Primary uses of the supportive services funds include eviction prevention and staff salaries directly serving the eligible population, with the administrative cap reduced to five percent.

Because the reallocation amount triggers the threshold for a substantial amendment, a public comment period is required. A public hearing on the amendment is scheduled for August 11.

PENDING MINUTES – AWAITING APPROVAL

## 4. A resolution approving an interlocal agreement between Provo City and Orem City regarding funding for Orem 2000 S storm drain project; and authorizing the mayor to sign that agreement on behalf of the city. (26-056) 01:29:37

Danielle Nixon, Public Works Engineer, presented a proposed interlocal agreement between Provo City and Orem City for the 2000 North storm drain project on the east side of Geneva Road. Nixon explained that under an existing boundary agreement, Provo City owns 2000 North up to the north curb, while Orem City owns the planter strip and sidewalk. Orem City has already awarded the storm drain construction contract to RV Construction. The project will begin just east of Geneva Road, near the Holiday gas station, and extend to just south of the UTA rail tracks.

The agreement establishes a shared facility arrangement. Rather than each city installing separate storm drain infrastructure, Provo agreed to allow Orem to install a larger combined system, with Provo accepting responsibility for inlets and laterals connecting to the main, and Orem taking ownership and maintenance of the main storm drain line. The agreement also includes a limited discharge provision, restricting connections to only street drainage from the Provo-side road until Orem completes its Lakeview Parkway extension and establishes a dedicated outfall, at which point the Orem system will disconnect from Provo's.

Provo City's total cost under the agreement is $16,520.49, covering a connection to an existing sump, replacement of asphalt, and a proportional share of mobilization, traffic control, and SWPPP costs. The two inlets to be placed within the project area and taken over by Provo upon completion are being funded by a private developer under a separate Orem City agreement, at no cost to Provo.

Councilor Whitlock noted the arrangement appeared favorable to Provo. Councilor Bogdin inquired about the timeline for Orem's Lakeview Parkway extension, and Nixon indicated she was not certain but had heard that the new Orem mayor may be working to advance the project. Bogdin noted the topic would be appropriate to raise at a future joint meeting with Orem.

## 5. An ordinance vacating a section of 1600 West to deed back to the adjoining property owners (PLSV20250636) 01:38:13

A city planner presented an ordinance to vacate a portion of right-of-way on 1600 West and deed it back to the adjoining property owners. The right-of-way was originally dedicated by the adjacent landowners as part of a subdivision process. Street improvements in that area have since been completed, leaving approximately a 20-foot strip of excess right-of-way. Under state statute, upon vacation, the property returns to the original dedicating property owners.

PENDING MINUTES - AWAITING APPROVAL

Councilor Whipple sought clarification that no compensation to the city was required, confirming that because the land was dedicated at no cost as a subdivision condition, its return is consistent with state statute requirements for right-of-way vacations.

Councilor Bogdin raised concern about the narrowness of 1600 West in this area and the volume of pedestrian traffic, particularly given the proximity of Sunset View Elementary and a nearby junior high school. Public Works Director Gordon Haight explained that widening the road to the originally intended width would require acquiring approximately nine homes and relocating utility infrastructure, making the project financially impractical for the foreseeable future. He indicated that the preferred approach is to install sidewalks now within the existing right-of-way that will remain dedicated, and to add no-parking signage. Haight confirmed the right-of-way being vacated sits behind the planned sidewalk alignment, and that a straight sidewalk alignment is preferable for safety and drainage management. The parcel to be vacated measures approximately 0.08 acres.

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## 6. An ordinance requiring members of boards and commissions to be Provo residents. (26-057) 01:51:29

Council Policy Analyst Tanner Taguchi presented a proposed ordinance to establish a default residency requirement for members of Provo City boards and commissions. Under current code, there is no default residency requirement unless a specific board's enabling section expressly requires it. The proposed amendment would add a residency requirement to the general boards and commissions chapter, while allowing individual board sections to provide exceptions.

Specific exceptions recommended in the proposal include: allowing the Arts Council to retain up to three non-resident members given its regional impact through the Covey Center; allowing the airport's fixed-base operator representative on the Airport Board to be a non-resident; and exempting the Board of Equalization, which is composed exclusively of city employees. Language was also included to allow any incumbent non-residents currently serving to complete their approved terms.

Chief Administrative Officer Scott Henderson raised the question of whether property or business owners who are not primary residents would qualify. Taguchi and City Attorney Brian Jones confirmed that absent a specific definition in code, "resident" would revert to the common understanding of primary residency within the city. Discussion also addressed the Transportation Management Advisory Committee (TMAC), which includes a seat designated for a business representative. Taguchi confirmed that Public Works Director Haight had reviewed the proposal and was comfortable with the change as applied to TMAC. Jones noted that if experience showed a need for exceptions in specific boards, individual section language could be added later.

Councilor Bogdin noted that as a college city with a large population of professors, business owners, and engaged residents, Provo should have sufficient talent to fill its boards. The item was directed toward a night meeting for formal action.

PENDING MINUTES - AWAITING APPROVAL

## 7. A discussion regarding a proposed text amendment to allow tow truck parking in residential zones. (26-058) 02:02:49

Taguchi presented a discussion item regarding a proposed text amendment to allow tow truck parking on residential parcels. He clarified that the proposal pertains only to the storage and parking of tow trucks on a residential parcel where the operator lives, and not on public streets in residential zones, which would remain prohibited.

Taguchi provided context on how tow trucks operate in Provo, noting that several businesses serve on a rotation list used by the Provo Police Department and other county law enforcement agencies, with a functional response-time expectation of 15 minutes. Current code prohibits most heavy commercial vehicles from being stored on residential lots. Code enforcement records showed approximately five tow truck citations over the past five years, indicating the issue arises infrequently, though it has affected at least one resident who brought the matter to the Council's attention.

The proposal would create a narrow exception to the prohibition on heavy commercial vehicles in residential zones, applicable only to tow trucks under contract with a government entity. The proposal also included changing the vehicle weight threshold in the relevant code section from 18,000 pounds gross vehicle weight to 14,000 pounds, which reflects the upper limit of a Class 3 medium truck under Federal Highway Administration classifications.

Council discussion raised concerns about consistency and fairness, with Councilor Whipple noting that other businesses operating heavy commercial vehicles for the public good—such as food trucks or audio-visual equipment operators—are not afforded similar exceptions. She also raised safety concerns related to sight-line obstructions and wear on residential streets and alleys from heavy vehicles. Councilor Christensen questioned the proportionality of staff time devoted to the issue given the limited number of affected parties. Chair MacKay and Councilor Bogdin, who co-sponsored the item, acknowledged the fairness concerns and indicated they were not strongly committed to the carve-out approach.

Parking Program Manager Sandy Bussio indicated that a weight threshold of 14,000 pounds would be workable from an enforcement standpoint. Taguchi noted that Vern Keeslar, Traffic Manager, had also identified the existing weight language as outdated and suggested the 14,000-pound threshold update be incorporated into a broader code rewrite for consistency rather than acted upon separately at this time. The Council reached consensus to incorporate the 14,000-pound weight threshold update into the ongoing code rewrite and to not advance the tow truck-specific exception.

PENDING MINUTES - AWAITING APPROVAL

## 8. A discussion regarding proposed amendments to Provo City Code § 14.37.050 related to parking requirement reductions. (PLOTA20260080) 02:23:45

Taguchi presented proposed amendments to the parking requirement reduction provisions of the zoning code, following discussion at the June 23, 2026 Work Meeting. The existing code allows the Planning Commission to approve reductions in required parking through two administrative mechanisms: a Transportation Demand Management (TDM) plan supported by a parking study, and an enhanced bicycle parking program. The proposed amendment would remove both of those mechanisms, leaving the Planning Commission without authority to grant parking reductions administratively. Any future reduction would require action by the City Council through a zone change, text amendment, overlay zone, or similar legislative process.

Taguchi noted that only eight TDMs have been approved historically, with six currently active, and that most approved reductions were minor. City Attorney Jones clarified that the change does not give the Council a proactive mechanism to grant reductions, but rather eliminates the existing administrative pathway, such that developers would need to approach the Council through a formal zone-related process if seeking a reduction. Proposed language in the amendment would preserve existing TDM agreements and their associated monitoring and mitigation obligations, which Jones confirmed are contained within the individual agreements themselves rather than solely in the code.

Development Services Director Bill Peperone noted that parking cost and parking ratios are a significant barrier to development, particularly for student housing. He referenced a pending application from Park Plaza that would likely not proceed without a parking reduction. Peperone and Jones discussed the relative merits of overlay zones versus development agreements as future vehicles for granting reductions, with Jones noting that overlay zones are more durable while development agreements require careful structuring to ensure restrictions survive beyond the certificate of occupancy. Peperone suggested that recorded plat language could serve as an additional safeguard.

Councilor Whipple opposed the change, stating her preference for retaining the administrative pathway as an incentive mechanism and expressing concern that requiring council action for every parking reduction would create delays and financial costs for applicants and the city. She acknowledged, however, that the proposed amendment preserves existing programs and noted that she would support a broader policy change applicable to all vehicle types uniformly rather than a selective approach.

Councilor Hoban expressed support for bringing parking reduction decisions to the Council, stating confidence in the body's ability to handle the expected volume of requests. Councilor Christensen emphasized the importance of surgical, case-by-case review to protect neighborhoods from spillover parking impacts. Councilor Whitlock expressed hope that bringing these decisions to the Council would ultimately produce a better long-term policy framework.

Councilor Bogdin moved to advance the proposed amendment to a Council night meeting. Council Vice-Chair Christensen seconded the motion. The motion carried 6-1, with Councilor Whipple voting no.

PENDING MINUTES - AWAITING APPROVAL

## 9. A discussion regarding external accessory dwelling units. (26-038) 02:55:19

Council Policy Analyst Melia Dayley presented a follow-up on the external accessory dwelling unit (ADU) discussion from the June 9, 2026 Work Meeting. Dayley outlined five proposed code changes developed in coordination with Development Services and the City Attorney's Office, incorporating the motions made at the prior meeting as well as updates required by state law.

The first amendment preserves the existing external ADU allowances in the current permitted map and other specified areas while adding compliance language to also allow external ADUs in areas mandated by state code. The second amendment, unchanged from June 9, limits combined parcel coverage of the primary structure and all accessory structures to 40 percent. The third amendment, also unchanged, provides that utility connections—whether tied to the primary dwelling or separate—will be determined administratively by Public Works based on what best serves the city's systems.

The fourth amendment addresses privacy and height concerns raised in prior discussion. For detached ADUs permitted under the new state mandate, a tiered setback requirement applies: for every foot the structure exceeds 16 feet in height, an additional foot of setback is required, up to a maximum of 25 feet and not to exceed the height of the primary dwelling. This requirement applies only to the new state-mandated ADU allowances; existing areas where external ADUs are already permitted under Provo code are not subject to these new requirements, preserving flexibility in pioneer-area and other unique parcels.

The fifth amendment addresses parking, incorporating state code limitations by reference so that any future state changes automatically apply without requiring a local code update. For detached ADUs under the state mandate, the parking maximum is two off-street stalls for units 650 square feet or larger, and one stall for smaller units.

Councilor Whipple expressed appreciation for how the amendments were structured, noting they addressed the council's privacy concerns while preserving existing rights in already-permitted areas. She reiterated her general policy position in favor of making it easier to build detached ADUs throughout the city but acknowledged the structure of the amendment as a reasonable compromise. Councilor Bogdin noted the code changes must be adopted by October 1 and requested that staff prepare a plain-language chart summarizing the various ADU types and requirements for use in community outreach. Dayley confirmed a chart would be developed for public-facing distribution, though not incorporated directly into the code.

The Council reached consensus to forward the proposed amendments to Development Services and the City Attorney's Office for incorporation into the ongoing zoning code rewrite, which is anticipated to go before the Planning Commission the following month and return to the Council in the fall.

## Adjournment

PENDING MINUTES – AWAITING APPROVAL

# PENDING APPROVAL - DRAFT MINUTES

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

# PROVO MUNICIPAL COUNCIL
# Redevelopment Agency Governing Board
## Regular Meeting Minutes

5:30 PM, Tuesday, July 14, 2026
Council Chambers (Room 100)
445 W. Center Street, Provo, UT 84601 or
https://www.youtube.com/provocitycouncil

**Roll Call**

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

| | |
|---|---|
| Councilor Becky Bogdin | Councilor Craig Christensen |
| Councilor Travis Hoban | Councilor Katrice MacKay |
| Councilor Rachel Whipple | Councilor Jeff Whitlock |
| Council Executive Interim Director Rachel Breen | Deputy Mayor Kyle Friant |
| City Attorney Brian Jones | Chief Administrative Officer Scott Henderson |
| City Recorder Heidi Allman | |

Conducting: Chair Katrice MacKay
Excused: Councilor Gary Garrett

**Prayer** – Rhett Collins

**Pledge of Allegiance** – Councilor Katrice MacKay

**Presentations, Proclamations, and Awards**

**1 A ceremony for the badge pinning of 6 new firefighters (26-007) 01:56**

Chief Jeremy Headman introduced new firefighters Rhett Collins, Italo Perdomo, Jacob Johnston, Blake Evans, and Daniel Monson, who recently completed eight weeks of recruit training and have begun serving on shift. He shared brief biographies for each firefighter, highlighting their backgrounds, commitment to public service, and the family members who participated in the badge-pinning ceremony. Chief Headman noted that the department hires one to two recruit classes each year and commended the recruits for their performance during training. He expressed confidence in their ability to serve the Provo community and invited the City Recorder to administer the oath of office.

City Recorder, Heidi Allman, administered the oath of office to the new firefighters.

**Public Comment 13:03**

Chair MacKay read the public comment preamble and opened the public comment period.

Burns Johanson, of Provo, expressed concerns about the impact of a recent legal matter involving a content creator on individuals who create online content in Provo. He stated that he was concerned

about the use of subpoenas based on unverified allegations and the potential effect on privacy and free expression. He urged the Council to consider the concerns of local content creators and to provide public comment or take action to address the issue.

With no other comments, Chair MacKay closed public comment.

**Action Agenda**

**2 An ordinance vacating a section of 1600 West to deed back to the adjoining property owners (PLSV20250636) 17:01**

**Motion:** An implied motion to approve Ordinance 2026-24, as currently constituted, has been made by council rule.

Megan Jensen, City Planner, presented a request to vacate a remaining 20-foot-wide portion of dedicated right-of-way along 1600 West and deed it back to the adjacent property owners, noting that the roadway improvements had been completed. In response to questions raised during the work session, she clarified that the planned roadway would include 36 feet of asphalt, a 6-foot sidewalk, and a variable-width mow strip. She offered to answer any additional questions from the Council.

Councilor Bogdin asked whether the planned 36-foot roadway width reflected the existing condition or the future design.

Gordon Haight, Public Works Director, explained that the 36-foot asphalt width represents the planned roadway configuration once improvements, including curb, gutter, sidewalk, and mow strip, are completed. He noted that this narrower section would extend through the existing developed area before transitioning to the standard roadway width closer to Lakeview Parkway. He confirmed that the minimum roadway width in this section would be 36 feet of asphalt.

Councilor Bogdin expressed concern that 1600 West functions as a collector road but is currently much narrower than intended. She noted that widening the roadway would require acquiring several homes, making such improvements unlikely in the near future. She emphasized the importance of completing sidewalks to provide a safe pedestrian route, particularly for students traveling between the nearby elementary and middle schools and indicated her support for the proposal based on those safety improvements.

Mr. Haight confirmed that the City plans to improve the corridor by working with adjacent property owners to acquire needed right-of-way over time. He explained that the planned improvements include a 36-foot asphalt roadway, variable-width park strips, and 6-foot sidewalks on both sides of the street, emphasizing the City's commitment to improving the corridor for pedestrian safety.

Chair MacKay opened public comment. With no comments received, she closed public comment and invited Council discussion.

Councilor Whitlock expressed support for vacating the unused right-of-way and returning it to the adjacent property owners, noting that the City had no immediate plans to use the property. He also

voiced appreciation for the City's proactive efforts to improve pedestrian safety by constructing sidewalks to provide a safer route for children traveling to school.

Chair MacKay called for a vote.

**Vote:** The motion passed 6:0 with Councilors Bogdin, Christensen, Hoban, MacKay, Whipple, and Whitlock in favor. Councilor Garrett excused.

**3 A resolution attesting to the review of the Municipal Wastewater Planning Program (MWPP) survey for calendar year 2025 in accordance with the Utah Pollutant Discharge Elimination System permit. (26-051) 22:40**

**Motion:** An implied motion to approve Resolution 2026-26, as currently constituted, has been made by council rule.

Dave Torgersen, Wastewater Superintendent, presented the annual wastewater system self-assessment, explaining that the survey had been submitted later than usual after it was initially sent to the wrong City contact. He reviewed the assessment's evaluation of the utility's financial condition, collection system performance, treatment plant capacity and improvements, staffing, and the impacts of new development. Mr. Torgersen also encouraged the public to avoid flushing wipes and disposing of fats, oils, and grease down drains to help prevent sewer backups. He requested Council approval of the resolution acknowledging its review of the annual self-assessment.

Chair MacKay opened public comment. With no comments received, she closed public comment and invited Council discussion.

Councilor Christensen thanked the Wastewater Division for its work, noting that while wastewater operations often go unnoticed, they are essential to the community. He expressed appreciation for the effort required to maintain the system and observed that residents are most aware of its importance when problems occur.

Chair MacKay called for a vote.

**Vote:** The motion passed 6:0 with Councilors Bogdin, Christensen, Hoban, MacKay, Whipple, and Whitlock in favor. Councilor Garrett excused.

**4 A resolution approving Level II fire restrictions within the Provo City watershed (26-048) 26:52**

**Motion:** An implied motion to approve Resolution 2026-27, as currently constituted, has been made by council rule.

Koby Hubbs, Fire Marshal, explained that Utah County enacted Level Two fire restrictions on June 26, but the City delayed implementing matching restrictions after an unexpected snowfall. After dry conditions persisted, he issued an emergency order enacting Level Two fire restrictions on July 2, prior

to the Fourth of July holiday. He stated that current conditions do not support lifting the restrictions and requested Council ratification of the emergency order until conditions improve.

With no public comment or council discussion, Chair MacKay called for a vote.

**Vote:** The motion passed 6:0 with Councilors Bogdin, Christensen, Hoban, MacKay, Whipple, and Whitlock in favor. Councilor Garrett excused.

**5** ***CONTINUED*** Tuscanel Townhomes LLC requests a Zone Map Amendment from the RC (Residential Conservation) Zone to the HDR (High Density Residential) Zone in order to develop a 12-unit townhome project

**6** ***CONTINUED*** Margaret Jensen requests a Zone Map Amendment from the R1.6 (One Family Residential) Zone to the LDR (Low Density Residential) Zone in order to change the use of property to a legal two-family dwelling

**7** ***CONTINUED*** Bryan Bayles requests a General Plan Map Amendment for approximately 100.7 acres of land to move from the Agricultural (A) and (PR&OS) designations to a Commercial (C) designation, located at 6622 N Hwy 189. PLGPA20260220

**8** ***CONTINUED*** Bryan Bayles requests a Zone Map Amendment from the A1.5, PF, and OSPR Zones to the SC3 Zone for approximately 100.7 acres of land, located at 6622 N Hwy 189. North Timpview Neighborhood. PLRZ20260221

**9** ***CONTINUED*** Zone Map Amendment from the R1.20 (One-Family Residential) Zone to the SDP4 (Specific Development Plan - Lakeview Fields) Zone in order to create a 33-35 lot single-family subdivision, located at 1804 N Geneva Road

**10** ***CONTINUED*** Resolution authorizing Provo City to enter into an interlocal agreement with the Redevelopment Agency

**Redevelopment Agency of Provo**

**11** ***CONTINUED*** Resolution Authorizing the RDA to enter into an interlocal agreement with Provo City

**Adjournment**

The meeting was adjourned by unanimous consent at 5:58 pm.

DRAFT

*Please note: These minutes have been prepared with a timestamp linking the agenda items to the video discussion.*

# PROVO MUNICIPAL COUNCIL

**Work Meeting Minutes**

5:30 PM | July 22, 2026
Provo Peaks Conference Room (110)
445 W. Center Street, Provo, UT 84601

PENDING MINUTES - AWAITING APPROVAL

## Agenda

## Roll Call

Council Chair Katrice MacKay, conducting
Council Vice-Chair Craig Christensen
Councilor Gary Garrett
Councilor Jeff Whitlock
Councilor Becky Bogdin
Councilor Travis Hoban
Councilor Rachel Whipple

## Closed Meeting

Councilor Whitlock moved to Close the meeting to discuss the character, professional competence, or physical or mental health of an individual in compliance with Utah Code § 52-4-205(1)(a). Councilor Hoban seconded the motion. The motion passed 7:0

## Adjournment

# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

| | |
|---|---|
| **Submitter:** | JMCKNIGHT |
| **Presenter:** | Lane Peirce, Water Resources Engineer; Mark Doyle, Taylor Terrace HOA Chair |
| **Department:** | Public Works |
| **Meeting Date:** | 8/11/2026 |
| **Requested Duration (Minutes):** | 15 minutes |
| **CityView or Issue File Number:** | 26-061 |

**SUBJECT:** 1 A discussion regarding the upgrade and dedication of private water infrastructure serving Taylor Terrace. (26-061)

**ADMINISTRATIVE RECOMMENDATION:** Taylor Terrace HOA is requesting for the City to aid in the cost of upgrading private water infrastructure to current City standard and dedicate the infrastructure to become part of the public water system.

**ADMINISTRATIVE MEMO:** In winter of 2025 Provo City noticed continual use on a private irrigation meter for the Taylor Terrace townhomes located in a Cul-de-sac across the street from the Rock Canyon Temple. The service comes off a 6" main that is 125' in length. In repairing this irrigation service the contractor noticed the 6" main and other visible services were in need of repair. The Taylor Terrace mainline and service lines are private and the responsibility of repairing and maintaining these lines are the homeowners and HOA. After several meetings with Taylor Terrace residents the HOA/Residents are requesting the following:
1. To upgrade the existing infrastructure to Provo City Standards and have the water utility become a public system operated and maintained by Provo City.
2. Request for funds to aid in the process of upgrading the existing infrastructure to Provo City Standards.

**FISCAL IMPACT:** $116,475

**COUNCIL STAFF MEMO:**

Docusign Envelope ID: 07C85C78-6204-883C-80B6-B17EE1D0D736

Gordon Haight
City Engineer
Provo Public Works

June 3, 2026

Hi Gordon,

Here is the letter that you requested I send to you and your committee regarding our request to have the City adopt the extension from the City main water line into one part of the Taylor Terrace Homeowners property.

Attached is a pdf file for your review. Part of this bid is for the repair to the said extension branching from the City main waterline into the Association. Also included is the expense to the seven homeowners involved, and one other line which is the Association's irrigation line for the sprinkler system - making eight lines total.

Our contractor has been very precise in adhering to City standards, to make this necessary upgrade to the current City requirements.

Please don't hesitate to contact me should you require further details - the Board of the Association appreciate your consideration and efforts to ensure our supply of culinary water, is up to City standards and quality!

Sincerely,

The Taylor Terrace Homeowners Association Board

Signed by:
Mark Doyle 6/3/2026
B07E599B98EB4FE...
Mark Doyle – Chair

Signed by:
T Clayton 6/3/2026
829B1B9A525549E...
Terri Clayton - Vice Chair

Signed by:
Vince Shrader 6/4/2026
DF579320FAAA46D...
Vince Shrader - Treasurer

Signed by:
6/4/2026
D163C3B33C944E...
Beverley Dewsnup - Secretary

Signed by:
Marianne Richardson 6/3/2026
9530C828B9604D5...
Marianne Richardson - Serving Board Member

# MAINLINE

318 West 4620 North
Provo, UT 84604

Estimate #3532

## Taylor Terrace HOA

2218 Temple View Drive / Provo, Utah 84604
801-787-8083

- Sent on

  May 27, 2026

## Scope for Provo City Ownership and Maintenance

This estimate reflects an expanded scope of work required for Provo City to accept ownership and long-term maintenance of the water system serving Taylor Terrace HOA. The work includes installation of a new 8" C900 main from the city system, new 1" domestic meters and a new 2" irrigation meter in the shared drive, new 1" and 2" service lines to the existing meter locations, abandonment of the existing 6" ductile iron main, and all associated testing, sanitation, excavation, boring, export, traffic control, and surface restoration needed to meet current City standards. The overall construction duration for this work is anticipated to be approximately 3–4 weeks from start of excavation through final surface restoration. COMPARISON OF ORIGINAL REPAIR ESTIMATE AND THE CITY TAKEOVER OPTION The original estimate dated January 6, 2026 was developed to address the most critical failures on the existing HOA-owned 6" ductile iron main and laterals, without changing meter sizes or turning the system over to Provo City. That scope focused on replacing the failed end section of the 6" main, installing new laterals from the main to each existing 3/4" meter, and performing limited asphalt restoration in the immediate work area. By contrast, the attached “City takeover” estimate reflects a significantly expanded scope that brings the shared main and services up to Provo City standards so the new 8" C900 main, new 1" domestic meters, and new 2" irrigation meter in the common drive can be accepted and maintained by the City. This option replaces the private main back to a new 8" tap on the city system, adds new 1" and 2" services by boring, abandons the existing 6" ductile iron main, and includes the additional excavation, testing, export, traffic control, and surface restoration required for that higher standard of construction.

## Product / Service
## Qty.PARTS

Includes all 8" C900 pipe, fittings, valves, blow-off parts, 1" and 2" service line materials, and miscellaneous components required to construct the new main, meters, and service laterals to City standards.

$15,524.00

**MATERIALS & AGGREGATES**

Includes imported sand, road base, and gravel for proper bedding and backfill of the new 8" main and service trenches, base preparation beneath restored hard surfaces, and the export, hauling, and disposal of excess excavated material from the site.

$15,774.00

**SURFACE RESTORATION**

Includes sawcutting, removal, and replacement of asphalt and concrete, placement and compaction of road base, and restoration of disturbed drive, curb, gutter, sidewalk, and approach areas.

$24,270.00

**SAFETY**

Includes traffic control, trench safety measures, steel road plates, and related devices needed to maintain safe vehicle and pedestrian access during construction.

$2,969.00

**EQUIPMENT & EXCAVATION**

Includes excavation and trenching for the new main and services, horizontal boring for new 1" and 2" service lines, equipment rental and operation, crew time for digging, boring, and backfilling, and associated fuel and maintenance.

$56,688.00

**SANITATION & TESTING**

Includes temporary blow-off and flushing, chlorination, pressure testing, and third-party bacterial testing required to place the new main and services into operation.

$1,250.00

- Subtotal

$116,475

**LATERALS (HOA/HOMEOWNERS RESPONSIBILTY)**

**1" Service Laterals**

Laterals between the new 8" main and the original 3/4" meter box locations. Inclusive of all parts, labor, materials, horizontal boring, hot taps, reconnection to existing house lines.

$41,088.00

- HOA TOTAL

  $41,088.00

- COMBINED TOTAL

  $157,563.00

UNLESS OTHERWISE STATED ABOVE:

This estimate is valid for 7 days. An initial deposit of 50% is due prior to commencing work, with the balance due upon completion. Payment can be made by cash, check or ACH. Credit card payments are subject to a 3% surcharge. Financing may be available with approved credit (additional fees apply).

The actual cost of permits and other municipal fees will be invoiced separately. Blue Stakes will be called to mark underground utilities. Unforeseen costs related to mismarked or unmarked utilities or buried unknown foreign objects, concrete, asphalt, brick/hardscapes, excessive rock, or bedrock will be invoiced separately. Unforeseen work required to meet the demands of a municipal authority (engineer, inspector, etc.) will be invoiced separately.

For sewer line trenches up to 5 feet deep or 10 feet long, trench safety shoring is included. If we encounter especially unstable soil or are required to dig deeper than anticipated, additional shoring may be required and will be invoiced separately.

This estimate does not include restoration of hard surfaces including asphalt or concrete. We provide basic surface restoration using native material. The Client is responsible for final landscape/surface restoration. Unless expressly stated above, any estimated asphalt patch refers

only to a permanent patch up to 4” thick. If the municipality requires a larger patch, thicker patch, or a temporary winter patch, those will be invoiced separately.

If this estimate includes the repair, replacement, or installation of a sewer line and upon excavating we determine that there is insufficient elevation change to achieve the required slope (at least 2 degrees), an alternate solution may need to be engineered and installed. If this results in additional costs, those will be invoiced separately.

We include a 10-YEAR PARTS AND LABOR GUARANTEE on workmanship. At no cost to you and for a period of 10 years we will repair or replace any failed part that was originally provided and installed by Mainline and where no other party has repaired or attempted to repair. Coverage for concrete, asphalt, and other hard surfaces is limited to 1 year. Living ground cover, plants and trees are excluded. Coverage for mechanical items, such as pumps, is limited to the manufacturer's warranty. Guarantee only valid on work that was completed and paid in full by the due date (upon completion unless otherwise agreed upon in writing). Guarantee period begins on the date of completion.

# TAYLOR TERRACE HOA WATERLINE REQUEST

*August 11, 2026*

provo
PUBLIC WORKS

# CITY CODE 15.23.020 DEDICATION OF PRIVATE STREETS TO PUBLIC OWNERSHIP

**15.23.020 Policy**

(1) Property owners may request that existing private streets and/or utilities be considered for dedication to public ownership, using the following process:

(d) The City's Public Works and Development Services departments will review the request and identify any deficiencies

(e) The identified deficiencies will be communicated to the petitioners.

(f) Upon election by the petitioners, any deficiencies identified through the City's review and uncorrected by the petitioners will be reviewed by the Municipal Council to consider appropriation of the estimated costs necessary to remedy the deficiencies. However, the Council may not appropriate money to correct deficiencies that this Chapter specifically states will not be paid for by the City. If all remaining deficiencies associated with a petition are of this type, the petition will not be sent to the Municipal Council for review and will be deemed rejected.

(e)(i) If the Municipal Council does not authorize the appropriation, the petition shall be deemed rejected and the street or utilities will not be dedicated to public ownership.

(e)(ii) If the Municipal Council authorizes the appropriation, the petition will be forwarded for final approval as provided in Subsection (1)(g) of this Section.

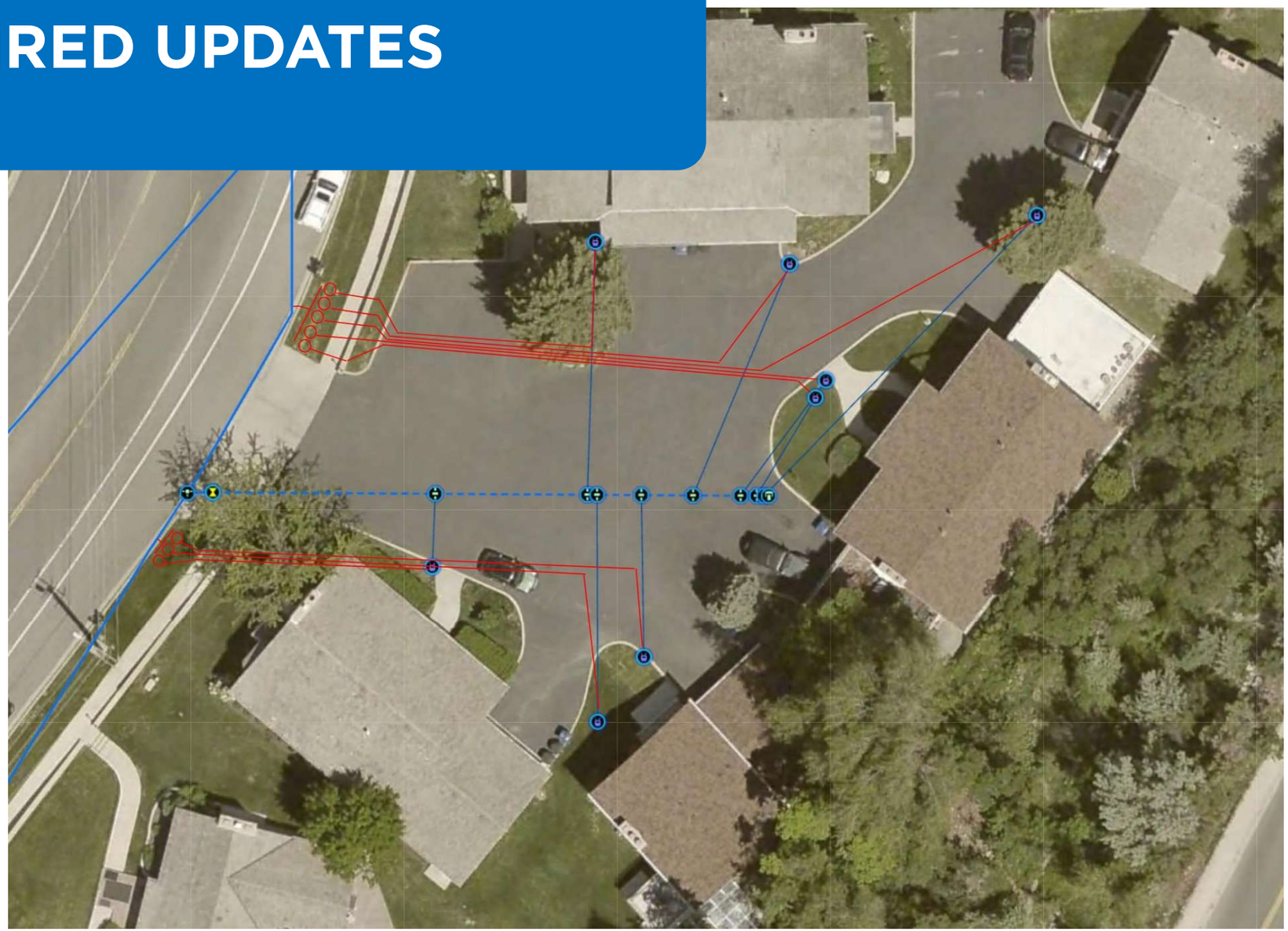
(g) Upon referral under Subsection (1)(d) or (1)(f) of this Section, the petition will be considered by the Coordinators Review Committee (CRC) Executive Committee

(4) (a) Private street property owners may pursue funding options to bring the street and/or utilities into compliance with Subsection (3) of this Section through the City's community development block grant (CDBG), capital improvement program (CIP), or special assessment area (SAA) programs.

## REQUESTED COST SHEARING 15.23 (4) (a)

| | |
|---|---|
| City Portion Requested | $116,475 |
| HOA Cost | $ 41,088 |
| Total Project Cost | $157,563 |

# REQUIRED UPDATES



# THANK YOU!

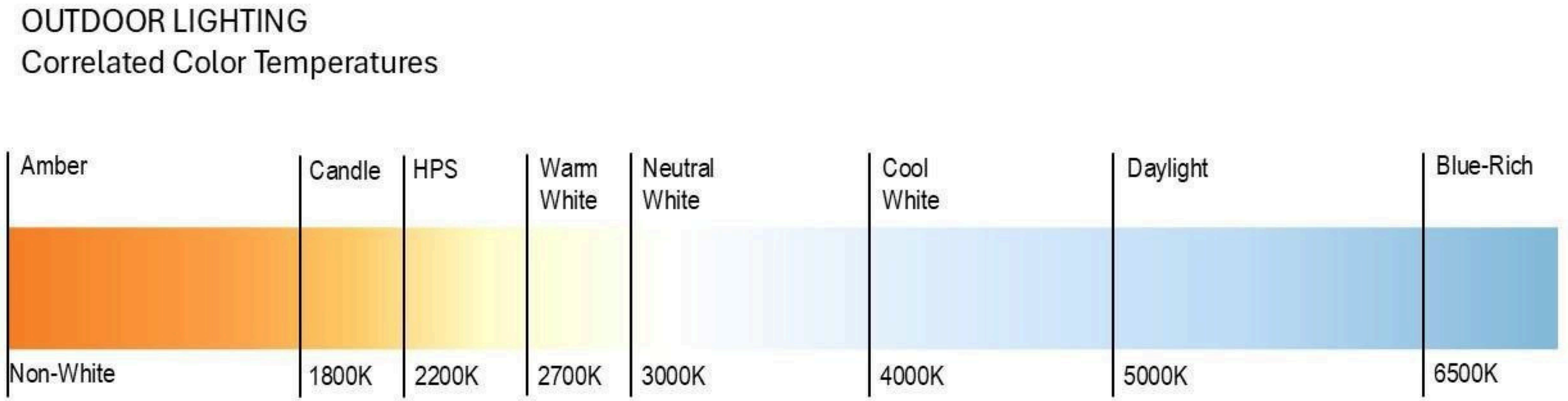
# Dark Sky Updates to Outdoor Lighting Code

Presented By:
Britton Johnson, Council Intern
Council Work Meeting | Tuesday, August 11th, 2026

# Five Principles for Responsible Outdoor Lighting

1. Use light only if needed
2. Distribute light only where it is needed
3. Use light that is no brighter than needed
4. Control light so it is on only when needed
5. Use warmer color light when possible

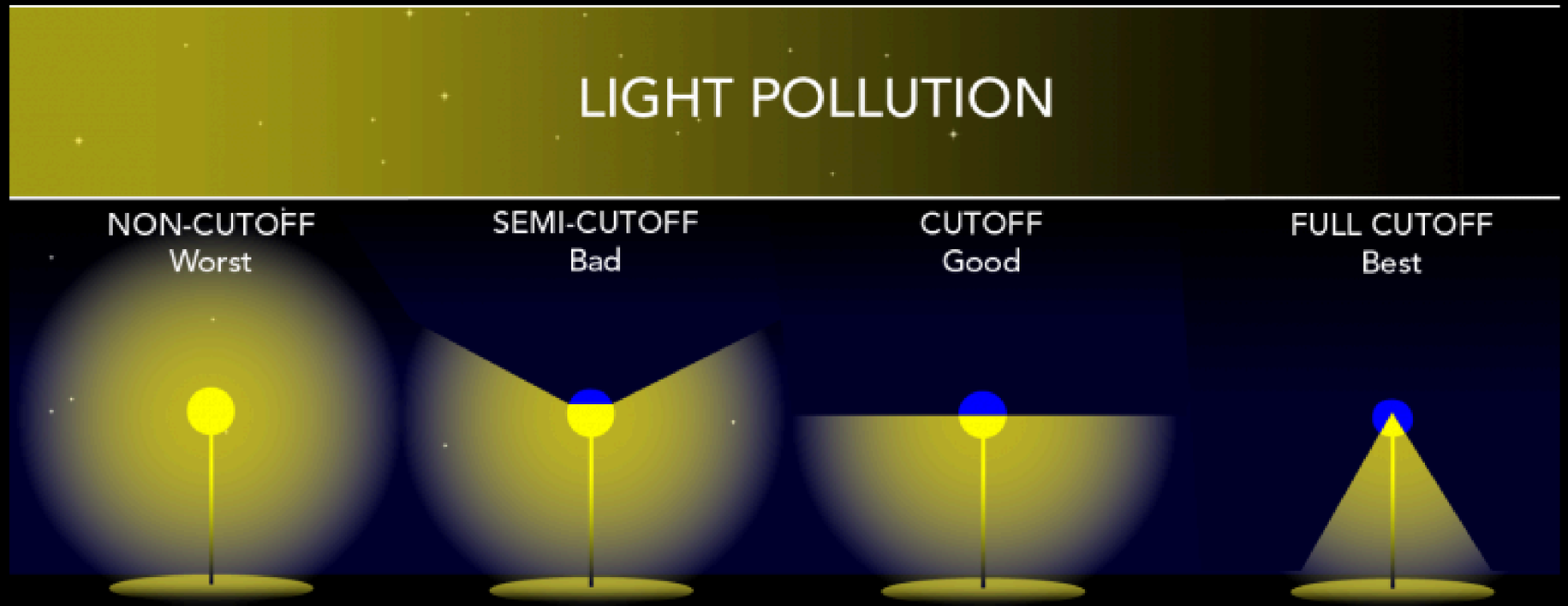
# Significant Proposed Changes: Correlated Color Temperature (CCT)




## Potential Options

- **Require 2700K or less citywide**
- **Require 3000K or less citywide**
- **Require 2700K or less for residential and other uses and 3000K or less for commercial and industrial uses only**

# Significant Proposed Changes: Fully-Shielded Fixtures




**Our current code requires cutoff lighting in new development plans. Fully-shielded lighting takes this a step further and requires that the light be fully recessed in the fixture and not allow any uplight above the horizontal plane.**

# Electronic Billboards

**(c)** All off-premises electronic display signs cannot exceed a maximum illumination of 300 nits during nighttime hours (between dawn and dusk) and a maximum illumination of 5,000 nits during daylight hours.

**Proposed Change to 14.38.170**

## 6.06.030 Brightness.

(1) The following nighttime brightness standards shall apply beginning thirty (30) minutes after sunset and ending thirty (30) minutes before sunrise. No electronic display sign shall exceed a nighttime brightness level of two hundred (200) candelas per square meter (nits) in the LZ2 lighting zone or three hundred (300) candelas per square meter (nits) in the LZ3 lighting zone.

**Current Provo City Code Section 6.06.030**

- **This section is loosely based off of Eagle Mountain, UT Municipal Code 17.80.060.5a, one of several Utah cities that regulate nits on electronic signage.**
- **It also better aligns with Provo Code 6.06.030 that regulates brightness in nits for on-premises electronic display signs.**

# Other Considerations

- None of these requirements will be retroactive; they will only apply to new construction, remodels, and replacements, thus having no immediate fiscal impact

- Exceptions are made for holiday lights, the airport, construction and emergency lighting, temporary event lighting, and outdoor sports and performance facilities

# What Would A Street With Dark-Sky Compliant Lights Look Like?










provo

# Next Steps

1. **Move to vote on this in an upcoming council meeting**
2. **Move to amend the proposal**
3. **Move to continue this discussion in a future work meeting**

# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

| | |
|---|---|
| **Submitter:** | BRJOHNSON |
| **Presenter:** | Britton Johnson, Council Intern |
| **Department:** | Council |
| **Meeting Date:** | 8/11/2026 |
| **Requested Duration (Minutes):** | 25 minutes |
| **CityView or Issue File Number:** | 26-049 |

**SUBJECT:** 2 A discussion regarding outdoor lighting standards (26-049)

**ADMINISTRATIVE RECOMMENDATION:** I recommend the municipal council move that these proposed changes be approved in a future council meeting and that the proposed changes to Provo City Code Section 14.38.170 be incorporated into the upcoming zoning rewrite.

**ADMINISTRATIVE MEMO:** See the attached memo

**FISCAL IMPACT:** 0

**COUNCIL STAFF MEMO:**

ORDINANCE <<Document Number>>

AN ORDINANCE REGARDING OUTDOOR LIGHTING STANDARDS. (26-049)

RECITALS:

It is proposed that Provo City Code Section 14.38.170 and Chapter 15.21 be amended with the aim of reducing atmospheric light pollution;

On August 25, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

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:

Provo City Code Chapter 15.21 is amended as presented in Exhibit A.

PART II:

Provo City Code Section 14.38.170 is amended as presented in Exhibit B.

PART III:

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

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged 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 the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

**Exhibit A**

# Chapter 15.21
# OUTDOOR LIGHTING REGULATIONS

**Sections:**


**15.21.010 Purpose.**
**15.21.020 Outdoor Lighting Plans Required.**
**15.21.030 General Provisions.**
**15.21.040 Exemptions.**
**15.21.050 Parking Lot Lighting.**
**15.21.060 Lighting of Gasoline Station/Convenience Store Canopies.**
**15.21.070 Lighting of Exterior Sales/Display Areas.**
**15.21.080 Lighting of Outdoor Sports or Performance Facilities.**
**15.21.090 Security Lighting.**
**15.21.100 Lighting of Building Facades.**
**15.21.110 Illumination of Signage.**


## 15.21.010
## Purpose.

The purpose of this Chapter is to regulate the placement, orientation, distribution patterns and fixture types of outdoor lighting installed in the City. It is the intent of the City to encourage lighting that provides safety, utility and security while preventing glare on public ways, protecting the enjoyment of private property rights, conserving energy resources and reducing atmospheric light pollution.

## 15.21.020
## Outdoor Lighting Plans Required.

If a proposed development, except developments limited to one- and two-family dwellings, involves the installation or alteration of outdoor lighting fixtures, an outdoor lighting plan shall be submitted and shall include the following information:

(1) A site plan, drawn to a scale of one (1) inch equaling no more than twenty (20) feet, showing the location, height, manufacturer, model, lamp type, lumen output and wattage of each outdoor lighting fixture in relationship to buildings, streets and parking areas.

(2) An iso-lux plan showing the levels of illumination, in foot-candles, that would result at ground level from the lighting installation.

(3) A certification that the lighting fixtures to be installed are fully shielded, full cut off ~~type~~ fixtures, meaning that the lighting element will be fully recessed within the lighting fixture and will not allow light dispersion or direct glare to shine above a ninety (90) degree horizontal plane from the base of the fixture nor allow greater than 10% of emitted light between the eighty (80) and ninety (90) degree plane.

(4) A certification that the exterior lighting will comply with the maintained horizontal illuminance recommendations of the Illuminating Engineering Society of North America.

**15.21.030**
**General Provisions.**

(1) All outdoor lighting shall be turned off after business hours, except for essential security lighting.

(2) Lighting of signs, buildings and displays shall be directed downward using fully shielded fixtures as described in 15.21.020.3. Uplighting shall be prohibited; provided that in landscaped areas uplighting may be allowed if approved by the Design Review Committee.

(3) Unless otherwise specified, the maximum allowable correlated color temperature *(CCT)* for all outdoor lighting, including residential uses, must be 3000K.

(4~~3~~) Electrical service to outdoor lighting fixtures shall be underground unless fixtures are mounted directly on utility poles.

**15.21.040**
**Exemptions.**

The following types of outdoor lighting shall be exempt from the provisions of this Chapter:

(1) Holiday lighting during the months of November, December and January. Such lighting shall not create dangerous glare on adjacent streets or properties.

(2) Temporary lighting, including but not limited to circuses, fairs, carnivals and civic uses, for a period not to exceed thirty (30) days unless otherwise approved by the Development Services Department.

(3) Lighting associated with agricultural operations.

(4) Construction or emergency lighting, provided that such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency circumstances necessitating such lighting.

(5) ~~Roadway and~~ Airport lighting.

(Rep&ReEn 1999-34, Am 2020-57)

**15.21.050**
**Parking Lot Lighting.**

Parking lots should be illuminated adequately for security and safety, but such illumination shall be controlled to prevent glare and avoid decreasing the visibility of neighboring properties. Parking lot lighting shall not be used to draw attention to a business.

(1) The maximum height of parking lot lighting shall be as follows:

(a) twenty (20) feet in a residential zone,

(b) twenty five (25) feet for a commercial, industrial or public facility use abutting a residential use or zone, and

(c) fifty (50) feet for a commercial, industrial, or public facility use not abutting a residential use or zone.

(d) Height shall be measured from the ground surface being illuminated to the bottom of the lighting fixture.

(2) Parking lot lighting fixtures designed to portray an historic period or architectural style are encouraged, provided they utilize fully shielded optical designs that comply with the cutoff, shielding, and correlated color temperature (CCT) requirements of this Chapter. ~~Parking lot lighting fixtures designed to portray an historic period or architectural style are encouraged. If such fixtures are not "cut off" or shielded fixtures, the maximum initial lumens generated by~~

~~each fixture shall not exceed two thousand (2000) (equivalent to a one hundred fifty (150) watt incandescent bulb).~~ The height of such lighting fixtures shall not exceed fifteen (15) feet.

(3) Parking lot lighting shall be designed so the minimum illumination at grade level is between two-tenths (.2) and three-tenths (.3) foot-candles in residential zones and between three-tenths (.3) and five-tenths (.5) foot-candles in commercial, industrial and public facility zones. The ratio of average parking lot illumination to minimum parking lot illumination shall not exceed four to one (4:1).

(4) Except as modified elsewhere in this Subsection, lighting fixtures shall be fully shielded ~~where necessary~~ to prevent direct illumination of adjoining properties, with the exception of light needed to illuminate an adjoining public right-of-way.

**15.21.060**
**Lighting of Gasoline Station/Convenience Store Canopies.**

Gasoline station and convenience store canopies shall provide adequate lighting for customers but lighting shall not be so intense as to be as an attention device for the business, as provided in this Section.

(1) Lighting fixtures in the ceiling of canopies shall be fully recessed in the canopy.

(2) Light fixtures shall not be mounted on the top or fascia of such canopies.

(3) The fascia of such canopies shall not be illuminated, except for approved signage.

(4) Areas around gasoline pump islands and under canopies shall have a minimum illumination at grade level between one (1) and five and one-half (5 1/2) foot-candles. The ratio of average illumination to the minimum illumination at grade in the areas around the gasoline pumps shall not exceed four to one (4:1).

**15.21.070**

**Lighting of Exterior Sales/Display Areas.**

The following provisions apply to businesses such as automobile, heavy equipment and recreational vehicle dealerships and other businesses, such as building material stores, which rely on outdoor display of merchandise.

(1) Areas designed for parking or passive display of merchandise shall be lighted in accordance with the standards for parking lots in Section 15.21.050, Provo City Code, above.

(2) Light fixtures shall be fully shielded, full cut off ~~type~~ fixtures located, mounted and aimed so that direct light is not cast onto adjoining streets or properties.

(3) Light fixtures shall be installed at a height not to exceed twenty-five (25) feet.

(4) Exterior display/sales areas shall be designed so that the minimum illumination at grade level is between one (1) and five (5) foot-candles. The ratio of average sales/display area lighting to minimum sales/display area lighting shall not exceed four to one (4:1).

**15.21.080**
**Lighting of Outdoor Sports or Performance Facilities.**

(1) The lighting plans to be submitted with the development plan shall be prepared by a qualified lighting designer, experienced in lighting such facilities. The plan shall demonstrate that the location, selection, and aiming of the lighting fixtures will focus light on the playing or performing areas, minimize glare and visibility from neighboring areas, minimize sky glow and promote energy efficiency. The maximum CCT for outdoor sports lighting cannot exceed 5700K.

(2) A dual lighting system shall be provided. The primary system shall be adequate for the sports or performing event. The primary system shall be shut off within forty-five (45) minutes of the conclusion of the event. The secondary system shall be designed to facilitate the exiting of patrons, clean up and maintenance.

**15.21.090**

**Security Lighting.**

Adequate lighting shall be provided to protect persons and property and to allow for the proper functioning of surveillance equipment as provided in this Section.

(1) Security lighting plan shall utilize fully shielded fixtures. Floodlights shall not be permitted.

(2) Vertical features, such as walls of a building, may be illuminated for security to a height of eight (8) feet above grade.

(3) Security lighting poles shall not exceed twenty (20) feet in height in residential zones and twenty-five (25) feet in height in commercial, industrial or public facility zones.

(4) Security lights intended to illuminate a perimeter, such as a fence line, shall be allowed only if regulated by a motion detection system that triggers the lighting when an intruder moves to within five feet of the perimeter.

(5) The ~~average horizontal grade level or~~ vertical surface illumination of security lighting in residential zones shall not exceed one-half (1/2) foot-candle. ~~average horizontal grade level illumination of security lighting in commercial, industrial, or public facility zones shall not exceed one and one half (1 ½) foot candles.~~

**15.21.100**
**Lighting of Building Facades.**

(1) Lighting of building facades is discouraged, except for approved security lighting. Government buildings, church buildings, historic buildings and significant or contributing buildings within historic districts shall be exempt from this requirement.

(2) Lighted facades shall not exceed an illumination of five (5) foot-candles on a vertical surface.

(3) Light fixtures shall be fully shielded and directed downward.

**15.21.110**
**Illumination of Signage.**

(1) Externally illuminated signs shall be served by light fixtures that are fully shielded and directed downward. The average level of illumination on the sign face shall not exceed three (3) foot-candles and the ratio of average to minimum illumination shall not exceed two to one (2:1).

(2) Internally illuminated signs should be designed with light lettering or symbols on a darker background. If fluorescent lighting tubes are utilized, they shall be spaced on at least twelve (12) inch centers and be mounted at least three and one-half (3 1/2) inches from the sign face.

**Exhibit B**

## 14.47.170 Off-Premises Signs and Outdoor Advertising Structures (Billboards)

**(1)** ***Prohibition of New Off-Premises Signs.*** Except as permitted in Subsection (2), no permits may be issued for the construction of off-premises signs or outdoor advertising structures. All lawfully existing off-premises signs and outdoor advertising structures are nonconforming uses in all zones of the city.

**(2)** ***Prohibition of Conversion of Off-Premises Signs to Electronic Display Signs.*** Off-premises signs may not be converted into electronic display signs, except as permitted in this Subsection (2).

**(a)** A conversion is ineligible for a permit unless the area of the off-premises electronic display sign will not exceed that of the original sign.

**(b)** The off-premises electronic display sign overlay zone (sign overlay zone) is established to provide areas of the city in which an off-premises sign may be converted into an off-premises electronic display sign. Off-premises signs may not be converted into electronic display signs in any location except those within the sign overlay zone.

**(c**) The sign overlay zone applies only to properties that are not zoned residential and that front the following roads:

**(i)** that portion of I-15 within the boundaries of Provo;

**(ii)** University Avenue, between 680 South and the I-15 interchange generally located at 1860 South;

**(iii)** State Street, between Cougar Boulevard and the boundary line of Provo on the north; and

**(iv)** Center Street, between I-15 and 900 West.

**(d)** Off-premises signs may not be converted unless the application demonstrates how the sign will comply with all the applicable provisions of this Chapter and affirms that the sign will always be operated in compliance with this Chapter.

**(3)** Off-premises electronic display signs must comply with the following standards:

**(a)** at no time may the light level exceed three-tenths (0.3) foot-candle over ambient light, measured at ground level at the distances indicated below:

□

| Size (square feet) | Distance from source |
|---|---|
| 0 to 100 | 100 feet |
| 101 to 350 | 150 feet |
| 351 to 650 | 200 feet |
| Over 650 | 250 feet |

**(b)** signs must be equipped with both a dimmer control and a photocell that automatically adjust brightness based on ambient light levels. A default mechanism must turn off the display within 24 hours of a reported malfunction;

**(c)** All off-premises electronic display signs cannot exceed a maximum illumination of 300 nits during nighttime hours (between dawn and dusk) and a maximum illumination of 5,000 nits during daylight hours.

**(d~~e~~)** messages must be static and displayed for a minimum of eight seconds. No part of the message may flash, scroll, twirl, change color, fade in or out, or simulate movement. Transitions must be instantaneous;

**(e~~d~~)** each message must be complete in itself and may not continue into another message or across multiple signs;

**(f~~e~~)** electronic display signs must be located at least 300 linear feet from any non-electronic off-premises sign; at least 1,200 linear feet from any other electronic display sign on the same side of the street; and at least 500 linear feet from an interstate exchange, measured from any part of the sign to the nearest portion of another sign or to the nearest right-of-way line of the interchange;

**(g~~f~~)** signs must be located at least 1,600 linear feet from any electronic display sign on the opposite side of the street, measured from any part of the signs; and

**(h~~g~~)** signs must be located at least 300 feet from any residence, as measured to the nearest property line. This distance may be reduced to 150 feet if the sign face is not visible from the residence.

**(4)** ***Acquisition of Interests.*** The city may acquire title to nonconforming off-premises signs or outdoor advertising structures by gift, purchase, agreement, exchange, or eminent domain, and may amortize such signs as permitted by state or federal law.

**(5)** ***Public Information and Logo Signs.***

**(a)** Public information signs, as defined in Utah State Code, are permitted to direct the traveling public to points of interest, historical sites, and other notable destinations. These signs must comply with the specifications set forth in the Manual on Uniform Traffic Control Devices as adopted by the city.

**(b**) Off-premises logo signs, as defined in Utah State Code, are permitted to direct the traveling and general public to business establishments that provide lodging, food, camping, gas, or similar services. Referred to by the Utah Department of Transportation as the "Logo Sign Program," these signs must comply with the regulations in this Subsection (b)

**(i)** ***Logo Sign Program.*** The owner and installation contractor must comply with all applicable state and federal laws and regulations, as well as Utah Department of Transportation policy and procedures, when constructing or maintaining logo signs. No logo sign may be placed within the City, except along the Interstate 15 right-of-way, unless approved by the City before installation.

**(ii)** ***Logo Structures.*** All logo structures must conform to the specifications in Utah Department of Transportation–approved drawings or must be approved by the Planning Commission.

**(iii)** ***Directional Signs.*** Directional signs may not exceed forty-two inches by forty-eight inches and may display no more than two businesses.

**(iv)** ***Placement.*** Placement of logo signs within the City must follow the guidelines in Attachment C, Section H of State Contract No. 90-3392. Contractors must obtain all required City approvals and permits before installation.

**(v)** ***Height.*** No sign may exceed twelve feet in height, measured from ground level.

**(vi)** ***Offset.*** Logo signs must match the setback of legally existing signage within the right-of-way. If no signage exists, the setback must be no less than eight feet. All sign locations must be reviewed and approved by the City Traffic Engineer for traffic safety.

**(vii)** ***Design.*** Business logo sign design may only include the business name, trademark, or symbol, and may not resemble any traffic sign, symbol, or device. The logo must be consistent on all signs for that business, may not include supplemental advertising, and must be uniform in size. Each logo plate must measure eighteen inches by twenty-four inches, as specified in State Contract No. 90-3392.

**(viii)** ***Number.*** There may not be more than one directional sign per service type (camping, gas, lodging, food, etc.) per location.

**(ix)** ***Removal.*** Removal of a logo sign, or a business' logo from a sign containing other logos, is required within fifteen days of a business's closure. If a sign is declared a traffic hazard by the City Traffic Engineer, it must be removed regardless of business status. Failure to remove the

sign within the required timeframe is unlawful, constitutes a nuisance, and authorizes the City to remove the sign and recover the cost of removal from the owner.

# PROVO CITY MUNICIPAL COUNCIL

Staff Memorandum

Britton Johnson, City Council Intern

## Dark Sky Lighting Updates

August 11, 2026

Councilors Whitlock, MacKay, and Christensen submitted an issue request to review Provo City's outdoor lighting regulations and consider pursuing go-forward standards that aim to preserve dark skies and reduce light pollution.

**Dark Skies: Background & The Advent of LEDs**

Dark skies legislation originally emerged to combat the growing problem of light pollution in cities and rural areas alike. Low-pressure and high-pressure sodium bulbs, known for their distinctive warm glow, were the standard for outdoor lighting for many decades. With appropriate shielding requirements to reduce glare and direct light downward, these lights were effective at minimizing light pollution while still promoting public safety. However, as many municipalities have transitioned from sodium streetlights to light emitting diodes (LEDs) in recent years, which are more energy efficient and longer lasting than sodium bulbs, light pollution and skyglow have worsened.

Standard LEDs emit a significantly higher concentration of short wavelength blue light compared to the warm, amber glow of legacy sodium lamps. These shorter wavelengths from bluer light collide with particulates in the atmosphere and scatter more easily than longer wavelengths associated with warmer light, causing more light pollution. LEDs can produce lower color temperature light by using a different phosphor coating mix on the diodes, thus lengthening the wavelengths of the emitted light and lowering the light dispersion relative to higher color temperature ones. There is no significant difference in cost between these options.

The Illuminating Engineering Society and DarkSky International have jointly published the Five Principles for Responsible Outdoor Lighting, which have been the guiding tenets used in addressing these proposed updates. The five principles are as follows: 1) use light only if needed, 2) distribute light only where it is needed, 3) use light that is no brighter than needed, 4) control light so it is on only when needed, and 5) use warmer color light when possible.

**Proposed Provo City Code Amendments**

The following proposed code alignments align with the five principles for responsible outdoor lighting while also aligning more directly with the stated purpose of outdoor lighting regulations Provo City Code Chapter 15.21.010: "It is the intent of the city to encourage lighting… [that conserves] energy resources and [reduces] atmospheric light pollution".

Provo City Code Chapter 15.21 regulates all outdoor lighting within the City, with Chapter 14.38.170 regulating lighting for off-premises signs (billboards) and electronic display signs. None of the proposed changes to Chapter 15.21 will apply to existing lighting, as they will now be considered legal but non-conforming uses until they are in need of replacement. However, as recommended by Provo's legal team, the proposed change to Chapter 14.38.170 will apply to all off-premises electronic display signs.

Firstly, the proposed amendments to Chapter 15.21 regulate correlated color temperature (CCT), a metric measured in Kelvin (K) that defines the appearance of light, ranging from warm yellow tones to bluish white. For all outdoor lighting except for those uses that are exempted as written in Chapter 15.21, the CCT cannot exceed 3000K, which can be described as "neutral white" by Dark Sky International. CCT cannot exceed 5700K for outdoor sporting facilities.

Additionally, any language referring to shielding has been updated to require full shielding, which ensures that zero light from applicable fixtures can exceed the 90-degree plane of the fixture, preventing unnecessary light from scattering above the fixture, producing light pollution.

The change to Chapter 14.38.170 adds caps to nits, which measures the surface brightness of electronic display signs. The proposed code amendment caps nits to 5000 during daytime hours and 300 nits during nighttime hours. As per 14.38.170.1 of Provo City Code, no new permits for off-premises signs will be issued, so this will only address existing off-premises electronic display signs and qualifying off-premises billboards that convert in the future to electronic display signs in the off-premises electronic display sign overlay zone as described in 14.38.170.

**Comparing Other Municipal Outdoor Lighting Ordinances**

Other cities I will highlight in this memo are Flagstaff, AZ, Boulder, CO, Eagle Mountain, UT, Spanish Fork, UT, and Heber City, UT. These cities were chosen either due to their similar population and geography to Provo, relatively strict outdoor lighting standards, or proximity to Provo. Flagstaff, AZ, a mountainous college town of approximately 77,000 was the first city in the United States to enact an outdoor lighting ordinance to control light pollution in 1958 and the first official International Dark Sky City in 2001. These ordinances were enacted mainly in response to astronomers wanting to preserve the night sky, as Flagstaff offered the perfect blend of high elevation, clear, dry air, and a small enough population that encroaching light pollution could still be reduced. The results have included skies that are 90% fainter than cities of comparable size and maintained Flagstaff as a global destination for astronomy. Flagstaff's outdoor lighting code has two lighting zones, one that covers the majority of the city and is close to the U.S. Naval Observatory, and the other around the edges of the city. The former has stricter lighter standards than the latter. Lighting is also separated into different lighting classes depending on use with different standards for each, including limits on correlated color temperature and shielding requirements. Their code has more specificity than any other I have seen in my research.

Boulder, CO is of similar population size to Provo (~106,000) and shares some similar demographic and geographic characteristics. Boulder's outdoor lighting code explicitly states one purpose of their code is to "provide an environmentally sensitive nighttime environment that includes the ability to view the stars against a dark sky so that people can see the Milky Way Galaxy from residential and other appropriate viewing areas". The policy was originally enacted in 2003 and gave existing businesses and residences 15 years to replace or retrofit any lights not in compliance. This amortization schedule ensured those affected had ample time to make necessary adjustments while also ensuring that legal non-conforming lighting disappear over time. Their code requires the color temperature of outdoor lighting to be 3000K or less and has different allowances for how many lumens, measurement for visual brightness, can be used for full cutoff, cutoff, and unshielded lighting.

Heber City's outdoor lighting code is one of the best examples of a nearby city that has taken steps to reduce light pollution. Their code requires CCT of 3000K or less citywide, LEDs, full cutoff fixtures, and lumen and light pole height caps. After correspondence with their city Public Works Director and Public Improvement Foreman, they mentioned that they have been active in proactively retrofitting city-owned streetlights to meet these new standards. They also emphasized the importance of public education on light pollution and have also created resources to help educate homeowners to upgrade their residential outdoor lighting to be dark-sky compliant even before replacements are necessary.

Eagle Mountain City has the most detailed and generally most strict outdoor lighting regulations in the county. Eagle Mountain outdoor lighting regulations do not include correlated color temperature, but do require full cutoff fixtures directed downward, even for single-family residential uses. They also regulate lumen output, light fixture mounting heights, and light trespass, which refers to the amount of light that is produced leaving the property it intends to illuminate.

Spanish Fork City does not have any dark sky ordinances, however in 2020, they announced that all city owned streetlights to be installed or replaced would be dark sky compliant. Since Spanish Fork is similar to Provo in that it owns its own electricity utility service, the procurement of dark sky compliant lighting was as simple as changing their internal approved materials list for outdoor streetlights and avoided any ordinance text amendments to their outdoor lighting code.

**Practical Impacts**

When new lights are installed or old ones are replaced according to these proposed code text amendments, instead of seeing exposed cobra head streetlights with bright white LEDs, outdoor streetlights will be fully recessed and be required to not allow any light to shine directly above the fixture. They also will present a warmer color and glow that will make it easy to see what is needed but not interfere as much with the night sky.

When a new residential or commercial development is built, rather than seeing harsh white lights, these changes will ensure neighborhood outdoor lights are warmer, leading to less glare and better visibility, providing light where it is wanted and needed at night while minimizing light pollution in the night sky.

When an existing billboard gets upgraded to an electronic display sign, new nit caps at night will ensure heavy glare from these signs and light pollution is reduced to a minimum. It also modernizes our standards and better aligns them with Provo City Code Chapter 6.06 regarding brightness of on-premises signs.

Over time, these changes will make the stars much more visible within the city and make it easier to sleep as the harsh white lights of the past are phased out.

**Recommendation**

Based on the contents of this memorandum, I recommend that the municipal council move that these proposed changes be approved in a future council meeting and that the proposed changes to Provo City Code Section 14.38.170 be incorporated into the upcoming zoning rewrite according to the language in Exhibit B included in this item.

# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

| | |
|---|---|
| **Submitter:** | JMCKNIGHT |
| **Presenter:** | David Michelsen, Engineer |
| **Department:** | Public Works |
| **Meeting Date:** | 8/11/2026 |
| **Requested Duration (Minutes):** | 20 minutes |
| **CityView or Issue File Number:** | 26-063 |

**SUBJECT:** 3 A resolution adopting an Americans with Disabilities Act transition plan. (26-063)

**ADMINISTRATIVE RECOMMENDATION:** Adopt the transition plan

**ADMINISTRATIVE MEMO:** The Americans with Disabilities Act (ADA) requires public entities with 50 or more employees to develop and maintain an ADA Transition Plan to identify and remove barriers that limit accessibility to public facilities, programs, services, and activities. Provo City's ADA Transition Plan establishes a framework for evaluating existing infrastructure, prioritizing accessibility improvements, and guiding future compliance efforts. The plan includes the City's initial self-evaluation of sidewalks and pedestrian curb ramps and outlines the process for continuing evaluations of City facilities, policies, programs, and practices. Although federal regulations do not specifically require City Council adoption of an ADA Transition Plan, bringing the plan before the Council demonstrates the City's commitment to accessibility, provides transparency to the public, and formally establishes the plan as the City's guiding document for achieving and maintaining ADA compliance.

**FISCAL IMPACT:** None

**COUNCIL STAFF MEMO:**

RESOLUTION <<Document Number>>

A RESOLUTION ADOPTING AN AMERICANS WITH DISABILITES ACT TRANSITION PLAN. (26-063)

RECITALS:

It is proposed that the Municipal Council adopt an American with Disabilities Act Transition Plan and authorize the Mayor to sign the plan;

On August 11, 2026, the Municipal Council met to consider 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 facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

1. The proposed Americans with Disabilities Act Transition Plan, as attached in Exhibit A, is approved.
2. The Mayor is authorized to sign and execute all necessary and appropriate documents in conjunction with this Plan.

PART II:

This resolution takes effect immediately.

PROVO CITY

# AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN




Provo City Corporation
445 W Center St
Provo, UT 84601

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# Acknowledgements


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Council District 2: Jeff Whitlock
Council District 3: Becky Bogdin
Council District 4: Travis Hoban
Council District 5: Rachel Whipple
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*A special acknowledgement to the City's departmental ADA liaisons for their work in the Self-Evaluation data collection.*

# Introduction

### The Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, and amended January 1, 2009, is a civil rights law prohibiting discrimination against individuals on the basis of disability. The ADA consists of five titles outlining protections in the following areas:

- **Title I - Employment:** This title is designed to remove barriers that would deny qualified individuals with disabilities access to the same employment opportunities and benefits available to others without disabilities. Employers must reasonably accommodate the disabilities of qualified applicants or employees.
- **Title II - State and Local Government Services:** This title prohibits public entities (which includes state and local governments, including the City) from operating programs, polices and services that discriminate on the basis of disability. “Programs” is an overly broad term. Examples of “programs” offered by local governments include, having public sidewalks, having public restrooms in city buildings, and employing people to provide public services. While only Title II applies to state and local governments, it incorporates the Title I prohibition from employment discrimination affecting the city’s employees.
- **Title III - Public accommodations:** This title prohibits discrimination based on disability by private entities in places of public accommodation. Examples include hotels, restaurants, and other businesses that offer goods or services to the public.
- **Title IV - Telecommunications:** This title requires telephone companies to have developed interstate and intrastate telephone relay services in every state.
- **Title V - Miscellaneous Provisions:** This title has a variety of provisions relating to the ADA, including its relationship to other laws, its impact on insurance benefits and prohibiting “reverse discrimination” lawsuits.

In the Americans with Disabilities Act (ADA), the term disability is defined, with respect to an individual, as:

- A physical or mental impairment that substantially limits one or more of the major life activities of such individual,
- A record of such an impairment, or
- Being regarded as having such an impairment.

### ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the Architectural Barriers Act (ABA) of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered, or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Public Rights of Way Accessibility Guidelines (PROWAG) is developed by the Access Board and are guidelines that address accessibility in the public right-of-way. Sidewalks, street crossings, and other elements of public rights-of-way are all covered in the PROWAG Guidelines. The City Transition Plan primarily adheres to PROWAG.

## ADA Requirements of Provo City

Under Title II of the ADA, the City must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities (28 CFR Sec. 35.150).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability (28 CFR Sec. 35.130 (a)).
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result (28 CFR Sec. 35.130(b)(7)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective (28 CFR Sec. 35.130(b)(iv) & (d)).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others (29 CFR Sec. 35.160(a)).
- Must designate at least one responsible employee to coordinate ADA compliance (28 CFR Sec. 35.107(a)). This person is typically referred to as the ADA Coordinator. The public entity must provide the ADA Coordinator's name, office address, and telephone number to all interested individuals (28 CFR Sec. 35.107(a)).
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons (28 CFR Sec. 35.106).
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process (28 CFR Sec. 35.107(b)).

### ADA Coordinator

The City has designated the following to serve as ADA Title II Coordinator to oversee the City's policies and procedures:

David Michelsen, ADA Coordinator
Public Works
1377 S 350 E
Provo, UT 84606
Phone: 801-852-6736

Travis Savage, ADA Coordinator
Facilities
445 W Center St
Provo, UT 84601
Phone: 801-852-6633

Thes individuals serve as the primary point of contact on all issues related to ADA program accessibility within the city. They also oversees the requirements outlined in the ADA for effective communication to the public, in the grievance procedure, and in policies and procedures for all the City's programs.

The ADA Title II Coordinator is available to answer questions from both the public and city employees about accommodating persons with disabilities and Title II of the ADA. All written requests shall be sent to the ADA Coordinator at the address above.

Any Provo City Title I Employment Issues will be handled by the City's designated ADA Specialist in the Human Resources department. Currently, the City's HR ADA Specialist is:

Daniel Softley, HR Director
Department of Human Resources
445 W Center St
Provo, UT 84601
Phone: 801-852-6189

### Public Notice and Grievance Procedure

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities with regard to ADA compliance. The City's public notice can be found on the City's Accessibility webpage, and draft of this notice is provided in Appendix B.

If users of Provo City's facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance. The City has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances.

The grievance procedure is available for all interested parties to document a grievance/complaint related to facilities, services, and programs owned and operated by the city. This grievance procedure can be found on the City's Accessibility webpage, and a draft of this procedure is provided in Appendix B.

The City's ADA Coordinator is responsible for ensuring that the grievance procedure is followed and that records are kept for at least three years.

## Self-Evaluation

### Overview

Under Title II of the Americans with Disabilities Act (ADA), Provo City is required to conduct a self-evaluation of its services, programs, activities, policies, practices, and facilities to identify barriers to accessibility and ensure individuals with disabilities have an equal opportunity to participate in and benefit from City services. The self-evaluation process examines both physical infrastructure and operational practices to determine where improvements are needed and establishes the foundation for the City's ADA Transition Plan.

### Process & Findings

In 2022, Public Works partnered with the Utah Local Technical Assistance Program (LTAP) to complete a citywide inventory and accessibility assessment of sidewalks and pedestrian curb ramps within the public rights-of-way. Sidewalks and curb ramps were evaluated using American Public Works Association (APWA) condition assessment criteria and applicable ADA accessibility standards. The assessment documented sidewalk conditions, identified accessibility barriers, evaluated curb ramp compliance, and established a comprehensive GIS-based inventory that serves as the foundation for prioritizing accessibility improvements throughout the City's pedestrian network. The inventory is maintained as a living dataset and is updated through ongoing maintenance activities, capital improvement projects, development, targeted field evaluations, and citizen reports.

In 2025, the Parks and Recreation Department completed accessibility evaluations of its major public facilities, including the Recreation Center, Covey Center for the Arts, Provo Municipal Golf Course, Peaks Ice Arena, and City parks. These assessments evaluated each facility for compliance with current ADA and International Building Code (IBC) accessibility requirements and documented observed accessibility deficiencies and barriers. The evaluations focused exclusively on accessibility and were intended to identify potential improvements necessary to enhance access for individuals with disabilities. The assessments recognize that certain facilities were constructed under earlier accessibility standards and that current requirements may not have been in effect at the time of original construction. As with any comprehensive accessibility assessment, the evaluations represent a professional consultation intended to identify potential barriers and may be supplemented by future reviews as facilities are renovated, expanded, or modified.

The City recognizes that ADA self-evaluation extends beyond the public rights-of-way and Parks and Recreation facilities. Provo City is continuing evaluations of additional municipal facilities, programs, services, policies, communication methods, and operational practices to ensure compliance with Title II of the ADA. As these evaluations are completed, the findings will be incorporated into this ADA Transition Plan and used to guide future accessibility improvements, policy updates, and capital investments. The City views ADA compliance as an ongoing responsibility and will periodically update this Transition Plan to reflect completed improvements, newly identified barriers, evolving accessibility standards, and future self-evaluations.

# Provo City Transition Plan

### Transition Plan Need and Purpose

As required by Title II of the ADA, Provo City (the City) conducted an evaluation of its buildings, parks, and facilities within public rights of way and developed this Transition Plan.

The purpose of this plan is to document the City’s evaluation and develop objectives for eliminating the barriers to access that were found. ADA evaluation, transition planning, and implementation will be a continuous effort for the city. Provo City is committed to updating the ADA Transition Plan annually with oversight of the Mayor. This plan is intended to be a working

document that will be expanded as future evaluations of the programs and services offered by the City are completed.

This document includes the methodology used to assess the programs, services, and activities, including pedestrian facilities on public rights of way, parks, and city buildings, as part of the initial phase of the development of the Plan and establishes a schedule and priorities to complete the Plan.

It is recognized that Provo City was incorporated in 1850 and much of its infrastructure predates the inception of ADA requirements. Thus, with the notable amount of existing non-ADA compliant access, it is understood that the transition from non-ADA compliance to full ADA-Compliance, citywide, is a process requiring a fair amount of time. The Provo City Transition Plan exists to facilitate this on-going transition into full compliance.

## Overview

Requirements of an ADA Transition Plan include the identification of noncompliant items and the methods to remove the barriers. The term “transition plan” comes from the terminology in the 1990 Americans with Disabilities Act (ADA) that describes how public entities would be “transitioning” into compliance. The term “barrier removal” plan is used in addition to the term transition plan when public entities are no longer transitioning into compliance. The transition/barrier removal plan identifies the noncompliant barrier that may deny access to goods and services, the proposed method to remove the barrier, the identity if the responsible person(s) to oversee the implementation of the plan, and the projected schedule for barrier removal of “structural” barriers.

The City recognizes that ADA compliance is an ongoing process. As required by the ADA, noncompliant findings regarding physical barriers are documented in the Provo City Transition Plan. The City will continually update project schedules for barrier removal and will consider a variety of factors to assist with and assign priorities for barrier removal.

## City Parks and Golf Course

### Methodology

In 2019 and 2025, Provo City Parks and Recreation retained West Coast Code Consultants ($WC^3$) to conduct comprehensive accessibility assessments of the Department's major public facilities and park system. The evaluation included the Provo Recreation Center, Covey Center for the Arts, Peaks Ice Arena, Timpanogos Golf Club, and the City's parks, greenways, and trailheads.

The assessments were conducted using the 2010 ADA Standards for Accessible Design, applicable International Building Code (IBC) accessibility provisions, the U.S. Access Board's guidance for recreation facilities, and other applicable federal accessibility standards. The evaluations focused exclusively on accessibility and to identify physical barriers that may limit access for individuals with disabilities. The assessments were not comprehensive building code inspections and did not evaluate other life-safety or building code requirements.

Each facility was evaluated for accessible parking, accessible routes, entrances, interior circulation, restrooms, drinking fountains, recreation amenities, play areas, athletic facilities, seating, signage, and other elements applicable to the specific facility. For park properties, evaluations also included trails, trailheads, picnic areas, playgrounds, sports courts, athletic fields, site furnishings, and other public amenities. Identified deficiencies were documented and compiled into facility-specific assessment reports to support implementation of the City's ADA Transition Plan.

In addition to these accessibility assessments, the Parks and Recreation Department maintains accreditation through the National Recreation and Park Association (NRPA) Commission for Accreditation of Park and Recreation Agencies (CAPRA). As part of the reaccreditation process, the Department conducts periodic self-assessments of its operations, facilities, and maintenance practices. Information obtained through the CAPRA accreditation process will continue to supplement the City's ADA self-evaluation and assist in identifying future accessibility improvements.

The parks self-inventory included the following locations:

| | | |
|---|---|---|
| Bicentennial | Big Springs | Bridal Veil |
| Canyon Glen | Carterville | East Bat Nature Unit |
| Exchange | Harbor Park | Joaquin |
| Kiwanis | Lions Park | Maeser |
| Memorial | Neighborhood | North |
| Paul Ream | Pioneer | Provost |
| Lakewood | Powerline #3 | Powerline #4 |
| The Rivers | Riverside | Roadside |
| Rock Canyon | Sherwood Hillside | Slate Canyon |
| South Fork | Spring Creek | Wells Fargo |
| Shooting Sports Park | | |

For each park location the following was evaluated:

- parking (if applicable) and/or site arrival points
- accessible routes to and through the park
- play areas
- sports courts and athletic fields
- restrooms
- water fountains and other amenities
- signage

**Findings**

The assessments identified accessibility deficiencies ranging from routine maintenance items to larger capital improvements. Many deficiencies can be corrected through ongoing maintenance activities, such as replacing accessibility signage, adjusting hardware, repairing walkways, or improving pavement markings. Other deficiencies, including modifications to accessible parking,

accessible routes, building entrances, restrooms, play areas, athletic facilities, and site amenities, may require design, engineering, and capital construction.

The evaluations were performed using current ADA and accessibility standards. Because many City facilities were constructed before adoption of the current standards, some identified deficiencies reflect changes in accessibility requirements rather than deficiencies that existed at the time of original construction. The assessments represent a professional evaluation of observed accessibility barriers and establish a baseline inventory to guide future accessibility improvements throughout the Parks and Recreation system. The Parks transition plan phasing schedule can be found in Appendix E.

**Implementation Methodology**

The Parks and Recreation Department will implement accessibility improvements using a phased, prioritized approach that balances available funding, operational needs, and community benefit. Accessibility improvements will be incorporated into routine maintenance, facility renovations, park improvements, and Capital Improvement Program (CIP) projects whenever practical, allowing barriers to be removed efficiently as facilities are repaired, renovated, or replaced.

Projects will be prioritized based on factors including public use, severity of the accessibility barrier, safety considerations, program accessibility, project readiness, available funding, and opportunities to coordinate improvements with scheduled maintenance or capital projects. Annual work plans will identify priority accessibility improvements, establish funding and staffing needs, and monitor implementation progress.

Accessibility improvements identified through future facility evaluations, CAPRA self-assessments, citizen requests, or ADA grievances will be incorporated into the Department's ongoing asset management and capital planning process. The Parks and Recreation accessibility inventory will be maintained as a living document and updated periodically to reflect completed improvements, newly identified barriers, and changing accessibility standards.

## City Pedestrian Facilities in the Right of Way

**Methodology**

As part of Provo City's broader ADA self-evaluation, Public Works completed a comprehensive assessment of sidewalks and pedestrian curb ramps within the public rights-of-way in 2022. Conducted in partnership with the Utah Local Technical Assistance Program (LTAP), the assessment established a baseline inventory of pedestrian infrastructure, identified existing accessibility barriers, and provides the foundation for prioritizing future accessibility improvements. This assessment is one component of the City's overall ADA Transition Plan and complements evaluations of other City facilities, programs, services, and operations.

The assessment included a citywide inventory and condition evaluation of sidewalks and pedestrian curb ramps using geospatial data collection methods. Sidewalks were visually inspected by block face using condition assessment criteria developed by the American Public

Works Association (APWA) and evaluated for accessibility in accordance with the Americans with Disabilities Act (ADA). Deficiencies such as deteriorated concrete, vertical displacement, cracking, spalling, and obstructions within the pedestrian access route were documented, and each block face was assigned an overall condition rating.

As part of the inventory, every identifiable pedestrian curb ramp within the public right-of-way was evaluated for ADA compliance. The assessment determined that approximately 50 percent of existing curb ramps did not fully meet current ADA accessibility standards. All inventory, condition, and accessibility data were incorporated into Provo City's Geographic Information System (GIS), providing a centralized resource for tracking infrastructure conditions, identifying barriers, prioritizing improvements, and documenting completed accessibility projects.

The public rights-of-way inventory is maintained as a living dataset and is updated through ongoing maintenance activities, capital improvement projects, development, targeted field evaluations, and citizen reports.

**Findings**

The assessment identified approximately 2,040,489 linear feet of sidewalks, 5,690 pedestrian curb ramps, and 56 signalized intersections within the City's public rights-of-way. Key findings of the assessment are summarized below.

*Sidewalk Network*

- 2,040,489 linear feet of sidewalks inventoried.
- 9,035 sidewalk deficiencies identified.
- 3,558 (40%) require removal and replacement.
- 749 (8%) are candidates for concrete lifting.
- 4,728 (52%) are candidates for grinding to remove vertical displacement.

*Pedestrian Curb Ramps*

- 5,690 curb ramps inventoried.
- 3,121 (54.9%) meet current ADA accessibility standards.
- 1,979 (34.8%) complied with the standards in effect at the time of installation but do not meet current ADA accessibility requirements.
- 590 (10.4%) do not meet ADA accessibility requirements.

*Signalized Intersections*

- 56 signalized intersections inventoried.
- No Accessible Pedestrian Signals (APS) were identified within the existing system.

**Cost Summary**

The ramp inventory identified approximately 5710 possible accessibility ramp locations. Of these, 3393 met ADA accessibility requirements. The remaining 2317 will need some level of repair or replacement to bring them into compliance. The average construction cost is

approximately $5000 in today's dollars. The cost may range as high as $15,000 for a complicated corner ramp. Using $5000 per ramp as an estimate, the approximate cost to bring all ramps into ADA compliance in the PROW is approximately $11,585,000.

Since funding to install all the needed ramps is not immediately available, a determination of priority locations for the expenditure of City funds will continue development. Suggested criteria included pedestrian traffic volume, school routes, bus routes, public buildings, commercial outlets, citizen requests, road maintenance requirements, and coordination with special needs groups. Public feedback can also help determine location priority. The city-wide accessibility plan in conjunction with a robust asset plan is feasible. The table below outlines the budget allocated for ADA compliance upgrades over the next 10 years.

*Table 1 - Fund allocation toward sidewalk and pedestrian ramp ADA improvements*

| Year | Description | Budget | Estimated Qty of Modifications |
|---|---|---|---|
| 2027 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2028 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2029 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2030 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2031 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2032 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2033 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2034 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2035 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2036 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |
| 2037 | Ped Ramps Modifications | $350,000 | 70 ramps |
| | Sidewalk Repairs | $100,000 | 100 improvements |
| | Trip Hazard | $50,000 | 450 trip hazards |

## Progress Monitoring and Transition Plan Management

This document will continue to be updated as conditions within the City evolve.

The appendices in this document will be updated periodically, while the main body of the document will be updated every 3-5 years, with a future update schedule to be developed, as necessary. Any substantive updates that chang ethe method of evaluation and improvement prioritization will include a public comment period to continue the City's public outreach efforts. The ADA Transition Plan will be updated and presented to City Council every five years.

The City recognizes that ADA compliance is an ongoing responsibility, which will require monitoring to identify future accessibility issues that may be encountered. The ADA Coordinators will conduct an annual review of ongoing evaluations, improvements, and compliance. City employees and community stakeholders are encouraged to report any accessibility concerns or deficiencies that are identified.

## Formal Adoption of ADA Transition Plan

This ADA Transition Plan is hereby adopted by Provo City Corporation, effective August of 2026.

Signed:

_____ _____

ADA Title II Coordinator Date

_____ _____

ADA Transition Plan Implementation Coord. Date

_____ _____

Authorizing Official Date

# Appendices

# Appendix A – Public Notice

It is a priority of Provo City Corporation that we are accessible and inclusive to everyone with access needs or disabilities.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), Provo City Corporation will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment**

Provo Corporation does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

**Effective Communication**

Provo City will generally, upon request, provide appropriate aid and services leading to effective communication for qualified persons with disabilities so they can participate equally in Provo City programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to all individuals with access needs and disabilities.

**Modifications to Policies and Procedures**

Provo City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in Provo City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Provo City should contact the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Provo City to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden. Complaints that a program, service, or activity of Provo City is not accessible to persons with disabilities should be directed to accessibility@provo.gov.

# Appendix B - Grievance Procedure

To ensure compliance with the Americans with Disabilities Act (ADA), Provo City has established the following procedure for resolving grievances:

1. **Submit Complaint**. The individual ("Complainant") submits their grievance in writing on the Provo City Accessibility website. Click here for online submission. If a written submission is not feasible, alternative formats such as audio recordings are acceptable and can be submitted to the ADA Coordinator at accessability@provo.gov. The Complainant may also contact Customer Service for assistance at 801-852-6000 or 311 in Provo.

2. **Initial Contact & Response**. Within 15 calendar days of receiving the grievance, the Provo City ADA Coordinator contacts the Complainant to discuss their grievance. A written response (or another accessible format, as requested) outlining the City's findings and decision is provided within 15 calendar days of that discussion.

3. **Appeal (Optional)**. If the Complainant disagrees with the ADA Coordinator's decision, they may file an appeal within 15 calendar days of receiving the city's response to the Provo City Ombudsman at tarar@provo.gov or 801-852-6409.

4. **Final Review**. Within 15 calendar days of receiving the appeal, the Ombudsman schedules a meeting with the Complainant to review the grievance. Within 15 calendar days of that meeting, the Ombudsman will respond in writing (or another accessible format, as requested) with the final decision regarding the complaint.

For any additional questions about accessibility, contact Customer Service at 801-852-6000 or 311 in Provo. Or our ADA coordinator at accessibility@provo.gov.

# Appendix C –ADA Design Standards and Procedures

**ADA Resources and Design Standards**

Provo City adopts the most current edition of the APWA Manual of Standard Plans and Manual of Standard Specifications.

The City has Public Rights-of-Way Accessibility Guidelines (PROWAG), as adopted by the Utah Department of Transportation (UDOT), as its design standard. Information about the PROWAG can be found at: https://www.access-board.gov/prowag/

The City follows the Manual on Uniform Traffic Control Devices (MUTCD) from the Federal Highway Administration with respect to pedestrian signals.

**Design Procedures**
**Intersection Corners**

Every attempt will be made to achieve compliance when constructing or upgrading curb ramps or blended transitions within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted. Regardless of whether full compliance can be achieved or not, each intersection corner installed or retrofitted shall be made as compliant as possible to ADA standards in accordance with the judgement of City staff.

**Sidewalks / Trails**

Every attempt will be made to achieve compliance when constructing sidewalks and trails within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted. Regardless of whether full compliance can be achieved, every sidewalk or trail constructed or upgraded shall be made as compliant as possible to ADA standards in accordance with the judgement of City staff.

**Traffic Control Signals**

Every attempt will be made to achieve compliance when construction new traffic control signals within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted. Regardless of whether full compliance can be achieved or not, each traffic signal control location installed or upgraded shall be made as compliant as possible to ADA standards in accordance with the judgement of City staff.

**Other policies, practices, and programs**

Policies, practices, and programs not identified in this document will follow the applicable ADA standards.

# Appendix D – Glossary of Terms

**Accessible:** A facility that provides access to people with disabilities using the design requirements of the ADA.

**Accessible Pedestrian Signal (APS):** A device that communicates information about the WALK phase in audible and vibrotactile formats.

**Alteration**: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

**Americans with Disabilities Act (ADA):** Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

**Federal Highway Administration (FHWA):** A branch of the U.S. Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

**PROWAG:** An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U.S. Access Board. This guidance addresses roadway design practices, slope and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

**Right-of-Way**: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks and trails creating public pedestrian access within a public entity's jurisdictional limits.

**Section 504:** The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

**United States Access Board:** An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally-funded facilities.

# Appendix E - Parks Transition Plan Phasing Schedule

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Bicentennial | Parking Lot | N | Major Difficiencies | No "Van Accessible" sign, and all less than 60" | Install sign at the proper height. | 1-4 Years |
| Bicentennial | Parking Lot | Y | No issues documented | | | |
| Bicentennial | Parking Lot | N | Major Difficiencies | All Painting of Parking isles are too faded to inspect | Repaint parking lot | 1-4 Years |
| Bicentennial | Parking Lot | N | Major Difficiencies | All Painting of Parking isles are too faded to inspect | Repaint parking lot | 1-4 Years |
| Bicentennial | Parking Lot | N | Major Difficiencies | All Painting of Parking isles are too faded to inspect | Repaint parking lot | 1-4 Years |
| Bicentennial | Parking Lot | N | Major Difficiencies | All Painting of Parking isles are too faded to inspect | Repaint parking lot | 1-4 Years |
| Bicentennial | Routes | Y | N/A | | | |
| Bicentennial | Routes | Y | N/A | | | |
| Bicentennial | Routes | N | Minor Difficiencies | Missing curb ramps | Extend walkway to all amenities. Level cross slopes. Apply curb ramps where applicable. | 7-10 Years |
| Bicentennial | Routes | N | Major Deficiencies | There is no accessible path leading to the wetland trail | | 7-10 Years |
| Bicentennial | Routes | N | Major Deficiencies | Missing curb ramps | | 7-10 Years |
| Bicentennial | Routes | N | Major Deficiencies | Slopes > 1:12 (In wetlands trail) | | 7-10 Years |
| Bicentennial | Routes | N | Minor Deficiencies | Cross slopes >2% | | 3-5 Years |
| Bicentennial | Routes | N | Major Deficiencies | Cross slopes >2% | | 3-5 Years |
| Bicentennial | Routes | N | Major Deficiencies | Missing (wetlands trail) | | 1-4 Years |
| Bicentennial | Routes | N | Major Deficiencies | Missing (wetlands trail) | | 3-5 Years |
| Bicentennial | Pavillion | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Bicentennial | Pavillion | N | Major Deficiencies | Not Provided | Rearrange or remove tables to add space or extend floor space and add seating. | 7-10 Years |
| Bicentennial | Restrooms | N | Major Deficiencies | When providing more than one urinal at least one must be accessible, the privacy dividers are two close together to have ADA access to one urinal | Remodel of the bathroom may be required if turning space cannot be met with current layout. ADA urinal must be installed with dispensers and other items placed at the proper heights. | 3-5 Years |
| Bicentennial | Restrooms | Y | N/A | | | |
| Bicentennial | Restrooms | N | Major Deficiencies | Missing | | 1-4 Years |
| Bicentennial | Restrooms | N | Major Deficiencies | Too high | | 1-4 Years |
| Bicentennial | Restrooms | Y | No issues documented | | | |
| Bicentennial | Restrooms | Y | No issues documented | | | |
| Bicentennial | Restrooms | N | Major Deficiencies | Inadequate <60" turning space | | 7-10 Years |
| Bicentennial | Restrooms | Y | No issues documented | | | |
| Bicentennial | Drinking Fountains | N | Major Deficiencies | 2 Drinking fountains one at bathroom, one at pavilion both are not functioning and both are for standing persons only | Drinking fountains must be adjusted to meet the height requirements. Extend or create floor space to meet criteria. | 3-5 Years |
| Bicentennial | Drinking Fountains | N | Minor Deficiencies | Only 1 height | | 1-4 Years |
| Bicentennial | Drinking Fountains | N | Major Deficiencies | Not Provided | | 1-4 Years |
| Bicentennial | General Signage | Y | N/A | | | |
| Bicentennial | General Signage | N | Major Deficiencies | On Door, not tactile | Install applicable signage. | 1-4 Years |
| Bicentennial | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Bicentennial | Playground(s)/ Slash Pad/ Equipment | Y | No issues documented | | | |
| Bicentennial | Disc Golf | Y | No issues documented | Disc Golf Courses not covered under 2010 ADA Federal guidelines. No requirements required | | |
| Bicentennial | Benches | Y | No issues documented | at least one bench accessible | | |
| Bicentennial | Dog Park | N | Major Deficiencies | No accessible gate/hardware, No Clear Space | Remodel entrance to with appropriate hardware. | 3-5 Years |
| Bicentennial | Fire Pits/BBQ | N | Major Deficiencies | No clear floor space | Extend pad to accommodate floor space. | 3-5 Years |
| Bicentennial | Fire Pits/BBQ | N | Major Deficiencies | Device height too high | Readjust height of BBQ | 1-4 Years |
| Bicentennial | Trail/River Access | N | Major Deficiencies | Wet Lands trail not accessible, Actual wet land trail has curb, guards, slope, etc… issues | Extend walkway to trail. Apply guard rails and edge protection where needed. | 3-5 Years |
| Big Springs | Parking Lot 1 | N | Major Deficiencies | missing | Install applicable signage. | 1-4 Years |
| Big Springs | Parking Lot 1 | N | Minor Deficiencies | >2% cross slope | Level cross slopes. | |
| Big Springs | Parking Lot 1 | Y | No issues documented | | | |
| Big Springs | Parking Lot 1 | N | Major Deficiencies | No van accessible stall | Paint van stall and install proper signage. | 1-4 Years |
| Big Springs | Parking Lot 1 | N | Major Deficiencies | Insufficient Stalls | Provide ADA Stalls | 1-4 Years |
| Big Springs | Parking Lot 1 | N | Major Deficiencies | Stalls not dispersed | | 1-4 Years |
| Big Springs | Parking Lot 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Big Springs | Parking Lot 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 2 | N | Major Deficiencies | Need ADA stall for dispersal requirements | | 1-4 Years |
| Big Springs | Parking Lot 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Big Springs | Parking Lot 3 | N | Major Deficiencies | Need ADA stall for dispersal requirements | | 1-4 Years |
| Big Springs | Routes | Y | N/A | Asphalt need of repair and need redesign | | |
| Big Springs | Routes | Y | N/A | | | |
| Big Springs | Routes | N | Major Deficiencies | No route provided | Repair walkway and extend route to all amenities. | 1-4 Years |
| Big Springs | Routes | N | Major Deficiencies | There is a general Asphalt walkway through the park it does not connect all the amenities and is in need of repair in several places. | | 7-10 Years |
| Big Springs | Routes | Y | N/A | | | |
| Big Springs | Routes | Y | N/A | | | |
| Big Springs | Routes | N | Many Major Deficiencies | Slopes > 5% | | 7-10 Years |
| Big Springs | Routes | N | Many Major Deficiencies | Cross slopes >2% | | 3-5 Years |
| Big Springs | Routes | Y | N/A | | | |
| Big Springs | Routes | Y | N/A | | | |
| Big Springs | Large Pavillion 1 | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Big Springs | Large Pavillion 1 | N | Major Deficiencies | No clear floor spaces | Rearrange or remove tables to add space or extend floor space. | 3-5 Years |
| Big Springs | Large Pavillion 2 | Y | No issues documented | | | |
| Big Springs | Large Pavillion 2 | N | Major Deficiencies | No clear floor spaces | | 3-5 Years |
| Big Springs | Large Pavillion 3 | Y | No issues documented | | | |
| Big Springs | Large Pavillion 3 | N | Major Deficiencies | No clear floor spaces | | 3-5 Years |
| Big Springs | Restrooms | Y | No issues documented | | | |
| Big Springs | Restrooms | Y | N/A | | | |
| Big Springs | Restrooms | N | Major Deficiencies | Missing 18" vert. only | Install applicable grab bars. | 1-4 Years |
| Big Springs | Restrooms | N | Major Deficiencies | Not provided, other dispenser not within ADA ranges | Adjust dispenser heights to compliant heights. | 1-4 Years |
| Big Springs | Restrooms | Y | No issues documented | | | |
| Big Springs | Restrooms | Y | No issues documented | | | |
| Big Springs | Restrooms | N | Major Deficiencies | Currently there is n adequate turning space to enter the restroom main entrance | Remodel of the entrance required. May facilitate a complete remodel of the restroom. | 7-10 Years |
| Big Springs | Restrooms | Y | No issues documented | | | |
| Big Springs | General Signage | Y | N/A | | | |
| Big Springs | General Signage | N | Major Deficiencies | No tactile and on doors | Install applicable signage. | 1-4 Years |
| Big Springs | Picnic Pads | N | Major Deficiencies | | | 7-10 Years |
| Big Springs | Picnic Pads | N | Major Deficiencies | Not on an accessible route | Extend walkway to amenity. | 7-10 Years |
| Big Springs | Benches | N | Major Deficiencies | the only bench has no companion sitting and slope is verry steep, and there's no clear floor space | Level cross slopes. Add compliant bench and add floor space. | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Big Springs | Fire Pits/BBQ | N | Major Deficiencies | no BBQ can be accessed by wheelchair, no clear floor space, or no accessible route | Adjust BBQ height and extend walkway to reach amenity. Create pad under grill to allow for turn space. | 1-4 Years |
| Big Springs | Fire Pits/BBQ | Y | No issues documented | | | |
| Big Springs | Trail/River Access | Y | No issues documented | | | |
| Bridal Veil | Parking 1 | N | Major Deficiencies | missing | Install applicable signage. | 1-4 Years |
| Bridal Veil | Parking 1 | N | Minor Deficiencies | >2% cross slope | Level cross slopes. | 3-5 Years |
| Bridal Veil | Parking 1 | Y | No issues documented | | | |
| Bridal Veil | Parking 1 | N | Major Deficiencies | No van accessible stall | Install sign at the proper height. | 1-4 Years |
| Bridal Veil | Parking 1 | N | Major Deficiencies | Insufficient Stalls | Paint and mark the required number of stalls in the parking lot. | 1-4 Years |
| Bridal Veil | Parking 1 | N | Major Deficiencies | Stalls not dispersed | Spread the stall to the appropriate locations and install the proper signage at the appropriate height. | 1-4 Years |
| Bridal Veil | Parking 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 2 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 2 | N | Major Deficiencies | Need ADA stall for dispersal requirements | | 1-4 Years |
| Bridal Veil | Parking 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Bridal Veil | Parking 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 3 | N | Major Deficiencies | No ADA Stalls provided | | 1-4 Years |
| Bridal Veil | Parking 3 | N | Major Deficiencies | Need ADA stall for dispersal requirements | | 1-4 Years |
| Bridal Veil | Accessible Routes | Y | N/A | Asphalt need of repair and need redesign | | |
| Bridal Veil | Accessible Routes | Y | N/A | | | |
| Bridal Veil | Accessible Routes | N | Major Deficiencies | No route provided | Install a route to amenities. | |
| Bridal Veil | Accessible Routes | N | Major Deficiencies | There is a general Asphalt walkway through the park it does not connect all the amenities and is in need of repair in several places. | Repair and extend the walkway to all amenities to fit standards and requirements. | 7-10 Years |
| Bridal Veil | Accessible Routes | Y | N/A | | | |
| Bridal Veil | Accessible Routes | Y | N/A | | | |
| Bridal Veil | Accessible Routes | N | Many Major Deficiencies | Slopes > 5% | Level cross slopes. | 7-10 Years |
| Bridal Veil | Accessible Routes | N | Many Major Deficiencies | Cross slopes >2% | Level cross slopes. | 7-10 Years |
| Bridal Veil | Accessible Routes | Y | N/A | | | |
| Bridal Veil | Accessible Routes | Y | N/A | | | |
| Bridal Veil | Large Pavillion 1 | Y | No issues documented | | | |
| Bridal Veil | Large Pavillion 1 | N | Major Deficiencies | No clear floor spaces | Either rearrange or remove tables to fit compliance or extend the pavement in the pavilion to meet the requirement. | 3-5 Years |
| Bridal Veil | Large Pavillion 1 | Y | No issues documented | | | |
| Bridal Veil | Large Pavillion 1 | N | Major Deficiencies | No clear floor spaces | | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Bridal Veil | Large Pavillion 2 | Y | No issues documented | | | |
| Bridal Veil | Large Pavillion 2 | N | Major Deficiencies | No clear floor spaces | | 3-5 Years |
| Bridal Veil | Restrooms | Y | No issues documented | | | |
| Bridal Veil | Restrooms | Y | N/A | | | |
| Bridal Veil | Restrooms | N | Major Deficiencies | Missing 18" vert. only | Install the appropriate grab bars. | 1-4 Years |
| Bridal Veil | Restrooms | N | Major Deficiencies | Not provided, other dispenser not within ADA ranges | Provide appropriate dispensers at the proper heights. | 1-4 Years |
| Bridal Veil | Restrooms | Y | No issues documented | | | |
| Bridal Veil | Restrooms | Y | No issues documented | | | |
| Bridal Veil | Restrooms | N | Major Deficiencies | Currently there is n adequate turning space to enter the restroom main entrance | Remodel of the entrance required. May facilitate a complete remodel of the restroom. | 7-10 Years |
| Bridal Veil | Restrooms | Y | No issues documented | | | |
| Bridal Veil | General Signage | Y | N/A | | | |
| Bridal Veil | General Signage | N | Major Deficiencies | No tactile and on doors | Install the appropriate tactile signage on the door. | 1-4 Years |
| Bridal Veil | Picnic Pads | N | Major Deficiencies | | Extend walkways to picnic pads | 3-5 Years |
| Bridal Veil | Picnic Pads | N | Major Deficiencies | Not on an accessible route | Extend walkways to picnic pads | 3-5 Years |
| Bridal Veil | Benches | N | Major Deficiencies | the only bench has no companion sitting and slope is verry steep, and there's no clear floor space | Extend floor space for companion sitting or replace the bench. Level the slopes to an appropriate level. | 3-5 Years |
| Bridal Veil | Fire Pits/BBQ | N | Major Deficiencies | no BBQ can be accessed by wheelchair, no clear floor space, or no accessible route | Extend walkway and extend floor space. Change height to allow for accommodation. | 7-10 Years |
| Bridal Veil | Fire Pits/BBQ | Y | No issues documented | | | |
| Bridal Veil | Trail/River Access | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Canyon Glen | Parking | N | Major Deficiencies | missing | Add the appropriate signage. | 1-4 Years |
| Canyon Glen | Parking | N | Major Deficiencies | >2% cross slope | Level cross slopes. | 3-5 Years |
| Canyon Glen | Parking | N | Major Deficiencies | No access aisle | Paint an access aisle to meet standard. | 1-4 Years |
| Canyon Glen | Parking | N | Major Deficiencies | No van accessible stall | Install a van stall. | 1-4 Years |
| Canyon Glen | Parking | N | Major Deficiencies | Only 1 at the parking lot is marked as ADA accessible | Increase the number of ADA stall to fulfill the standard. | 1-4 Years |
| Canyon Glen | Parking | N | Major Deficiencies | Stalls not on shortest route | Relocate stalls to be on the shortest route to the park. | 1-4 Years |
| Canyon Glen | Parking | Y | N/A | | | |
| Canyon Glen | Parking | Y | N/A | | | |
| Canyon Glen | Parking | N | Major Deficiencies | No route provided, non-compliant ramps | Adapt and fix routes to lead to all amenities with correct slopes. | 3-5 Years |
| Canyon Glen | Accessible Routes | N | Major Deficiencies | In general the site has an asphalt walkway connecting to most amenities, currently the asphalt walkway is in need of repair and has multiple areas and issues not in compliance with chapter 4 of the 2010 ADA compliance law. To say that there is an actual accessible path in this park at all would be false. | Create an appropriate walkway to allow for all persons to access amenities. | 7-10 Years |
| Canyon Glen | Accessible Routes | Y | N/A | | | |
| Canyon Glen | Accessible Routes | N | Major Deficiencies | Slopes > 1:12 | Level slopes to meet ADA requirements. | 3-5 Years |
| Canyon Glen | Accessible Routes | N | Major Deficiencies | Cross slopes >2% | Level slopes to meet ADA requirements. | 3-5 Years |
| Canyon Glen | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Canyon Glen | Accessible Routes | N | Major Deficiencies | Slopes > 1:12 | Level slopes to meet ADA requirements. | 3-5 Years |
| Canyon Glen | Accessible Routes | Y | N/A | | | |
| Canyon Glen | Accessible Routes | Y | N/A | | | |
| Canyon Glen | Pavillion | Y | No issues documented | | | |
| Canyon Glen | Pavillion | N | Major Deficiencies | No clear floor space | Rearrange or remove tables to add space or extend floor space. | 1-4 Years |
| Canyon Glen | Pavillion | Y | No issues documented | | | |
| Canyon Glen | Pavillion | Y | No issues documented | | | |
| Canyon Glen | Pavillion | N | Major Deficiencies | Accessible toilet stalls are provided, in men's restroom there are 2 urinals, at least 1 must be accessible. Currently either one does not meet height requirements. There was another Restroom found on site by the biking trail in the back, but was closed and seems to be abandoned and was not inspected. Possibly under the jurisdiction of Utah county | Install ADA toilet or urinal. Possible redo of the bathroom may be required depending on the situation. | 3-5 Years |
| Canyon Glen | Pavillion | Y | N/A | | | |
| Canyon Glen | Pavillion | N | Major Deficiencies | Missing 18" vert. only | Install appropriate grab bars. | 1-4 Years |
| Canyon Glen | Pavillion | N | Minor Deficiencies | Inadequate | Move amenities to the appropriate height. | 1-4 Years |
| Canyon Glen | Pavillion | Y | No issues documented | | | |
| Canyon Glen | Pavillion | Y | No issues documented | | | |
| Canyon Glen | Pavillion | N | Major Deficiencies | Currently there is not enough clear floor space to adequately enter and exit the bathroom through the main entrances. | Redo of the bathroom is required. | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Canyon Glen | Pavillion | N | Minor Deficiencies | | Move amenities to the appropriate height. | 1-4 Years |
| Canyon Glen | Pavillion | N | Major Deficiencies | Total of 3 on site, none are compliant with either standing or wheelchair compliance | Move amenities to the appropriate height. | 3-5 Years |
| Canyon Glen | Pavillion | N | Major Deficiencies | not within ADA parameters | Move amenities to the appropriate height. | 3-5 Years |
| Canyon Glen | Pavillion | N | Major Deficiencies | Only 1 at the bathroom has clear floor space | Redo of the bathroom is required. | 7-10 Years |
| Canyon Glen | Pavillion | Y | N/A | | | |
| Canyon Glen | Pavillion | N | Major Deficiencies | Not Provided | Construct Restroom that meets ADA. | 7-10 Years |
| Canyon Glen | Pavillion | N | Major Deficiencies | Not on an accessible route | Extend walkway to meet the requirement | 7-10 Years |
| Canyon Glen | Pavillion | N | Major Deficiencies | Not present | Install Playground Guide. | 1-4 Years |
| Canyon Glen | Pavillion | N | Minor Deficiencies | Only 1 entrance on 1 side | Increase the number of entrances and exits to meet the standard. | 7-10 Years |
| Canyon Glen | Pavillion | Y | N/A | | | |
| Canyon Glen | Pavillion | Y | N/A | | | |
| Canyon Glen | Pavillion | N | Major Deficiencies | No Picnic tables outside the pavilions had a path directly to the table | Extend walkways to picnic pads | 3-5 Years |
| Canyon Glen | Pavillion | N | Major Deficiencies | No clear floor space | Either rearrange or remove tables to fit compliance or extend the pavement in the pavilion to meet the requirement. | 3-5 Years |
| Canyon Glen | Pavillion | N | Minor Deficiencies | No turn around space | Either rearrange or remove tables to fit compliance or extend the pavement in the pavilion to meet the requirement. | 3-5 Years |
| Canyon Glen | Pavillion | Y | No issues documented | At least 1 is accessible | | |
| Canyon Glen | Pavillion | Y | No issues documented | At least 1 is accessible | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Canyon Glen | Amphitheater | N | Major Deficiencies | Nothing in this Amphitheater complies with ADA or code there are too many items to list. Please see chapter 8 of 2010 ADA standards for all requirements | Further inspection of the amphitheater needed to fully access the amount of items that need to be completed to make this amenity compliant. Complete reconstruction of the amphitheater may be required. | 7-10 Years |
| Canyon Glen | Amphitheater | N | Major Deficiencies | | | 7-10 Years |
| Canyon Glen | Amphitheater | N | Major Deficiencies | | | 7-10 Years |
| Canyon Glen | Trail/River Access | N | Major Deficiencies | Bike trail technically connected to a path but the slope is extremely sleep outside of ADA parameters | Level the ground leading to the trail. May require significant changes to the trail to make this compliant. | 7-10 Years |
| Carterville | Accessible Routes | Y | N/A | | | |
| Carterville | Accessible Routes | Y | N/A | | | |
| Carterville | Pavillion | Y | No issues documented | | | |
| Carterville | Pavillion | N | Major Deficiencies | No clear floor spaces | Rearrange or remove tables to add space or extend floor space. | 3-5 Years |
| Carterville | Pavillion | Y | No issues documented | | | |
| Carterville | Pavillion | N | Major Deficiencies | No clear floor spaces | Rearrange or remove tables to add space or extend floor space. | 3-5 Years |
| Carterville | Restrooms | N | Major Deficiencies | Inadequate, some elements provided but not all | Complete necessary items to bathroom as needed. If required, a complete remodel of the bathroom may be required to meet compliance. | 7-10 Years |
| Carterville | Restrooms | Y | N/A | | | |
| Carterville | Restrooms | N | Major Deficiencies | Missing 18" vert. only | Install appropriate grab bars. | 1-4 Years |
| Carterville | Restrooms | N | Major Deficiencies | Too high, some not provided | Move amenities to the appropriate height. | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Carterville | Restrooms | N | Major Deficiencies | Knee/Toe Clearance | Move amenities to the appropriate height. If fixture impedes knee toe clearance, replacement will be necessary. | 7-10 Years |
| Carterville | Restrooms | Y | No issues documented | | | |
| Carterville | Restrooms | N | Major Deficiencies | There is not enough clear floor space for an ADA entrance into the restrooms | Remodel of the entrance required. May facilitate a complete remodel of the restroom. | 7-10 Years |
| Carterville | Restrooms | N | Major Deficiencies | Too high | Lower fixtures to the appropriate height. | 7-10 Years |
| Carterville | Drinking Fountains | N | Major Deficiencies | There are 2 drinking fountains, 1 at each pavilion both are not compliant heights for HI or Lo | Raise and lower fountains to the appropriate heights. Increase pad or rearrange fountain to meet the clear floor space requirement. | 7-10 Years |
| Carterville | Drinking Fountains | N | Major Deficiencies | Too high for all types | | 7-10 Years |
| Carterville | Drinking Fountains | N | Major Deficiencies | Not Provided | | 7-10 Years |
| Carterville | Signage | Y | N/A | | | |
| Carterville | Signage | N | Major Deficiencies | No Tactile/Braille | Install appropriate signage. | 1-4 Years |
| Carterville | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not on an accessible route | Extend walkways to amenities. | 3-5 Years |
| Carterville | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |
| Carterville | Sports Fields/Baseball | Y | No issues documented | | | |
| Carterville | Sports Fields/Baseball | Y | N/A | | | |
| Carterville | Sports Fields/Baseball | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Carterville | Sports Fields/Soccer | Y | No issues documented | There is no distinguishable soccer field, only an open grass area | | |
| Carterville | Sports Fields/Soccer | Y | No issues documented | | | |
| Carterville | Sports Fields/Soccer | Y | No issues documented | | | |
| Carterville | Basketball Courts | N | Minor Deficiencies | Only 1 entrance | Create a second entrance to meet requirement. | 3-5 Years |
| Carterville | Basketball Courts | Y | N/A | | | |
| Carterville | Basketball Courts | Y | No issues documented | | | |
| Carterville | Volleyball Court | N | Major Deficiencies | Not on an accessible route | Extend walkway to reach amenity. | 3-5 Years |
| Carterville | Volleyball Court | Y | N/A | | | |
| Carterville | Volleyball Court | Y | N/A | | | |
| Carterville | Picnic Pads | N | Major Deficiencies | Not on an accessible route | Extend walkway to reach amenity. | 3-5 Years |
| Carterville | Picnic Pads | N | Major Deficiencies | No clear floor space | Extend pad to accommodate floor space and seating. | 3-5 Years |
| Carterville | Benches | Y | | | | |
| Carterville | Fire Pits/BBQ | N | Major Deficiencies | Not on an accessible route | Extend pad to accommodate an accessible route and entrance/exit. | 3-5 Years |
| Carterville | Fire Pits/BBQ | Y | No issues documented | | | |
| East Bay Nature Unit | Parking | N | Major Deficiencies | This is an old parking lot is overgrown with vegetation. It is in need of repair and there is no markings placed anywhere. Since there is no infrastructure or trails provided ADA compliance is not required until infrastructure is provided. | Redo of the parking lot may be required if amenities are added. Since East Bay has no plans currently, no action is required to make this compliant. | 7-10 Years |
| East Bay Nature Unit | Parking | Y | No issues documented | | | |
| East Bay Nature Unit | Parking | N | Major Deficiencies | | | 7-10 Years |
| East Bay Nature Unit | Parking | N | Major Deficiencies | | | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| East Bay Nature Unit | Parking | N | Major Deficiencies | | | 7-10 Years |
| East Bay Nature Unit | Parking | N | Major Deficiencies | | | 7-10 Years |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Accessible Routes | Y | N/A | | | |
| East Bay Nature Unit | Trail/River Access | Y | N/A | There was no distinguishable trail | | |
| Exchange | Accessible Routes | Y | N/A | | | |
| Exchange | Accessible Routes | Y | No issues documented | | | |
| Exchange | Accessible Routes | Y | No issues documented | | | |
| Exchange | Accessible Routes | N | Major Deficiencies | There are two walk ways provided from separate parking areas and the walkways do not connect. Amenities do have an | Extend walkway to reach all amenities. | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| | | | | accessible route, but they are not all connected | | |
| Exchange | Accessible Routes | Y | N/A | | | |
| Exchange | Accessible Routes | Y | N/A | | | |
| Exchange | Accessible Routes | N | Minor Deficiencies | Cross slopes >2% | Level cross slopes | 3-5 Years |
| Exchange | Accessible Routes | N | Minor Deficiencies | Cross slopes >2% | Level cross slopes. | 3-5 Years |
| Exchange | Accessible Routes | Y | N/A | | | |
| Exchange | Accessible Routes | Y | N/A | | | |
| Exchange | Pavillion | Y | No issues documented | Not Accessible, but park provides one | | |
| Exchange | Pavillion | Y | No issues documented | | | |
| Exchange | Pavillion 2 | Y | No issues documented | This Pavillion is Accessible | | |
| Exchange | Pavillion 2 | Y | No issues documented | | | |
| Exchange | Pavillion 3 | Y | No issues documented | Not Accessible, but park provides one | | |
| Exchange | Pavillion 4 | Y | No issues documented | | | |
| Exchange | Pavillion 4 | Y | No issues documented | Not Accessible, but park provides one | | |
| Exchange | Pavillion 4 | Y | No issues documented | | | |
| Exchange | Restrooms | N | Many Major Deficiencies | No Accessible toilet stall provided, 2 urinals are provided and 1 is required to be accessible | Install ADA toilet or urinal. Possible redo of the bathroom may be required depending on the situation. | 7-10 Years |
| Exchange | Restrooms | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Exchange | Restrooms | N | Major Deficiencies | Improperly Installed | Correctly install grab bars. | 1-4 Years |
| Exchange | Restrooms | N | Major Deficiencies | Not provided, and too high | Adjust dispenser heights to compliant heights. | 1-4 Years |
| Exchange | Restrooms | N | Minor Deficiencies | Insulated P-trap | Insulate P trap | 1-4 Years |
| Exchange | Restrooms | N | Major Deficiencies | Too high >40" | Adjust mirrors to proper height. | 1-4 Years |
| Exchange | Restrooms | N | Major Deficiencies | Multiple issues of no turning space in bathroom and entry to building | Possible remodel of the bathroom may be required to meet turning space requirements. | 7-10 Years |
| Exchange | Restrooms | N | Major Deficiencies | Too high | Adjust fixture heights to meet compliance. | 7-10 Years |
| Exchange | Drinking Fountains | N | Major Deficiencies | height does not comply with either HI or low | Adjust drinking fountain heights to meet compliance. | 3-5 Years |
| Exchange | Drinking Fountains | N | Major Deficiencies | height does not comply with either HI or low | | 3-5 Years |
| Exchange | Drinking Fountains | Y | No issues documented | | | |
| Exchange | General Signage | Y | N/A | | | |
| Exchange | General Signage | N | Major Deficiencies | No Tactile/Braille | Install applicable signage. | 1-4 Years |
| Exchange | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Exchange | Playground(s)/ Slash Pad/ Equipment | Y | No issues documented | | | |
| Exchange | Volleyball Court | N | Major Deficiencies | Not on an accessible route | Extend walkway to reach amenities. | 3-5 Years |
| Exchange | Volleyball Court | Y | N/A | | | |
| Exchange | Volleyball Court | Y | N/A | | | |
| Exchange | Horseshoe Pits | N | Major Deficiencies | Not on an accessible route | | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Exchange | Benches | N | Major Deficiencies | Not on an accessible route | | 3-5 Years |
| Exchange | Fire Pits/BBQ | Y | No issues documented | at least one is on accessible route | | |
| Exchange | Fire Pits/BBQ | Y | No issues documented | | | |
| Exchange | Trail/River Access | Y | No issues documented | Entrance at one of the parking | | |
| Exchange | Concession | Y | N/A | Did not find a concessions stand at park | | |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Accessible Routes | Y | No issues documented | | | |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Accessible Routes | N | Major Deficiencies | There is a public sidewalk that borders the park, but there is no accessible path connecting amenities | Create walkway to reach all amenities. | 7-10 Years |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Accessible Routes | Y | No issues documented | | | |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Accessible Routes | Y | No issues documented | | | |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Accessible Routes | Y | N/A | | | |
| Harbor Park | Pavilions | N | Major Deficiencies | Not on Accessible route | Extend walkway to reach amenity. Rearrange tables or remove to create clear floor space. | 3-5 Years |
| Harbor Park | Pavilions | N | Major Deficiencies | No clear floor spaces | | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Harbor Park | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Harbor Park | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |
| Harbor Park | Benches | N | Major Deficiencies | No Clear floor space | Expand or create a larger area to create floor space. | 3-5 Years |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Accessible Routes | N | Minor Deficiencies | uneven surfaces | Level public sidewalk. Add entrance to play equipment. Repair path and remove vegetation to meet compliance. | 7-10 Years |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Accessible Routes | N | Minor Deficiencies | uneven surfaces | | 3-5 Years |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Accessible Routes | Y | No issues documented | | | |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Accessible Routes | Y | N/A | | | |
| Joaquin | Pavilions | Y | No issues documented | | | |
| Joaquin | Pavilions | Y | No issues documented | | | |
| Joaquin | Restrooms | Y | No issues documented | | | |
| Joaquin | Restrooms | Y | N/A | | | |
| Joaquin | Restrooms | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Joaquin | Restrooms | N | Minor Deficiencies | Inadequate, some not provided | Adjust dispenser height and add missing items as needed. Install dispensers with either levers or another style to meet ADA requirement. | 1-4 Years |
| Joaquin | Restrooms | N | Major Deficiencies | Knee/Toe Clearance | Adjust so that the knee toe requirement is required. May require retrofit or remodel of the restroom. Adjust bench so that obstruction is removed. | 3-5 Years |
| Joaquin | Restrooms | Y | No issues documented | | | |
| Joaquin | Restrooms | N | Major Deficiencies | Bench installed by Restroom entrances obstructs working space to handle door hardware and enter bathroom | | 3-5 Years |
| Joaquin | Restrooms | Y | No issues documented | | | |
| Joaquin | Drinking Fountains | N | Major Deficiencies | Low Only | Install drinking fountain to meet the high height requirement. | 3-5 Years |
| Joaquin | Drinking Fountains | N | Major Deficiencies | Low drinking fountain in compliance, high also required | | 3-5 Years |
| Joaquin | Drinking Fountains | Y | No issues documented | | | |
| Joaquin | General Signage | Y | N/A | | | |
| Joaquin | General Signage | N | Major Deficiencies | On Door, not tactile | Install applicable signage. | 1-4 Years |
| Joaquin | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Joaquin | Playground(s)/ Slash Pad/ Equipment | N | Major Deficiencies | Not compliant | Install a playground guide. | 1-4 Years |
| Joaquin | Picnic Pads | Y | No issues documented | At least one is accessible | | |
| Joaquin | Picnic Pads | Y | No issues documented | At least one is accessible | | |
| Joaquin | Benches | Y | No issues documented | At least one is accessible | | |
| Joaquin | Fire Pits/BBQ | Y | No issues documented | At least one is accessible | | |
| Joaquin | Fire Pits/BBQ | Y | No issues documented | At least one is accessible | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Kiwanis | Parking | N | Major Deficiencies | missing, painting provided only | Install the appropriate signage. | 1-4 Years |
| Kiwanis | Parking | Y | No issues documented | | | |
| Kiwanis | Parking | N | Major Deficiencies | Not large enough for van accessible | Repaint stalls to the correct widths to meet the requirement. May require that the entire parking lot be repainted and reconfigured. | 1-4 Years |
| Kiwanis | Parking | N | Major Deficiencies | No van accessible stall | Install van stall with applicable signage. | 1-4 Years |
| Kiwanis | Parking | N | Major Deficiencies | 2 required only 1 provided | Increase the number of ADA stall to fulfill the standard. | 1-4 Years |
| Kiwanis | Parking | Y | No issues documented | | | |
| Kiwanis | Accessible Routes | Y | N/A | | | |
| Kiwanis | Accessible Routes | Y | No issues documented | | | |
| Kiwanis | Accessible Routes | Y | No issues documented | | | |
| Kiwanis | Accessible Routes | N | Major Deficiencies | Accessible route is split in two ends of the park and does not connect, not all amenities are connected, route is in need of repair | | 7-10 Years |
| Kiwanis | Accessible Routes | Y | No issues documented | | | |
| Kiwanis | Accessible Routes | Y | No issues documented | Ones that exist are not in compliance, but have alternate accessible route | | |
| Kiwanis | Accessible Routes | N | Major Deficiencies | Cross slopes >2% | Level Cross Slopes. May need extensive grading to meet the requirements. | 3-5 Years |
| Kiwanis | Accessible Routes | Y | No issues documented | | | |
| Kiwanis | Accessible Routes | N | Major Deficiencies | Cross slopes >2% | | 3-5 Years |
| Kiwanis | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Kiwanis | Accessible Routes | Y | N/A | | | |
| Kiwanis | Playground Equipment | Y | No issues documented | | | |
| Kiwanis | Playground Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |
| Kiwanis | Pavillion 1 | Y | No issues documented | | | |
| Kiwanis | Pavillion 1 | N | Major Deficiencies | No clear floor spaces | Extension of the paths to all amenities is needed. Tables either need to be removed or replaced to create floor space or the concrete pad needs to be extended to allow for the requirement. | 7-10 Years |
| Kiwanis | Pavillion 2 | N | Major Deficiencies | Not on accessible route | | 7-10 Years |
| Kiwanis | Pavillion 2 | N | Major Deficiencies | No clear floor spaces | | 7-10 Years |
| Kiwanis | Pavillion 3 | N | Major Deficiencies | Not on accessible route | | 7-10 Years |
| Kiwanis | Pavillion 3 | N | Major Deficiencies | No clear floor spaces | | 7-10 Years |
| Kiwanis | Pavillion 4 | N | Major Deficiencies | Not on accessible route | | 7-10 Years |
| Kiwanis | Pavillion 4 | N | Major Deficiencies | No clear floor spaces | | 7-10 Years |
| Kiwanis | Restrooms | N | Major Deficiencies | Men's Bathroom 2 urinals provided 1 must be accessible | Install an ADA urinal to meet the requirement. Installation of grab bars and dispensers at the appropriate heights is also necessary. Since there isn't adequate turn space, a retro fit may need to be done. If that is not possible, it may require a redo of the restroom. Knee toe clearances need to be adjusted | 3-5 Years |
| Kiwanis | Restrooms | Y | N/A | | | |
| Kiwanis | Restrooms | N | Major Deficiencies | Missing 18" vert. only | | 1-4 Years |
| Kiwanis | Restrooms | N | Major Deficiencies | Some missing, some too high | | 1-4 Years |
| Kiwanis | Restrooms | N | Major Deficiencies | Knee/Toe Clearance | | 3-5 Years |
| Kiwanis | Restrooms | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Kiwanis | Restrooms | N | Major Deficiencies | Inadequate turning space to enter building | requiring the movement of sinks. | 7-10 Years |
| Kiwanis | Restrooms | Y | No issues documented | | | |
| Kiwanis | Drinking Fountains | N | Major Deficiencies | 3 total, 1 at restroom and 2 at pavilions. Only standing persons only | Install drinking fountain to meet the high height requirement. May need to apply more depending on the current location. | 3-5 Years |
| Kiwanis | Drinking Fountains | N | Major Deficiencies | Adequate for standing persons only | | 3-5 Years |
| Kiwanis | Drinking Fountains | N | Major Deficiencies | Adequate for restroom only | | 3-5 Years |
| Kiwanis | General Signage | Y | N/A | | | |
| Kiwanis | General Signage | Y | No issues documented | | | |
| Kiwanis | Sports Fields Soccer | Y | No issues documented | | | |
| Kiwanis | Sports Fields Soccer | Y | N/A | | | |
| Kiwanis | Sports Fields Soccer | Y | N/A | | | |
| Kiwanis | Tennis Courts | Y | No issues documented | Not on an accessible route, No accessible gate hardware | | |
| Kiwanis | Tennis Courts | Y | N/A | | | |
| Kiwanis | Tennis Courts | Y | N/A | | | |
| Kiwanis | Benches | Y | No issues documented | At least one accessible bench is provided | | |
| Kiwanis | Fire Pits/BBQ | N | Major Deficiencies | Not on an accessible route | Extend the route to the amenity. | 3-5 Years |
| Kiwanis | Fire Pits/BBQ | Y | No issues documented | | | |
| Lions Park | Parking 1 | N | Major Deficiencies | This is an asphalt parking lot with no parking stalls or markings. Asphalt is uneven and in need of replacement. | Parking lot may need to be replaced. If it is found that it can be repaired to meet the requirement, the cost would be significantly lower. Repaint stalls and install appropriate signage. | 7-10 Years |
| Lions Park | Parking 1 | N | Major Deficiencies | Asphalt in need of repair uneven surfaces | | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Lions Park | Parking 1 | N | Major Deficiencies | No stalls | | 1-4 Years |
| Lions Park | Parking 1 | N | Major Deficiencies | No stalls | | 1-4 Years |
| Lions Park | Parking 1 | N | Major Deficiencies | No stalls, there are ADA stalls at the other parking, but ADA stalls need to be dispersed evenly between both parking lots | | 1-4 Years |
| Lions Park | Parking 1 | N | Major Deficiencies | Asphalt in need of repair uneven surfaces | | 3-5 Years |
| Lions Park | Parking 2 | N | Major Deficiencies | There is ADA stalls painted on the asphalt, but no sign posts provided | Install appropriate signage. | 1-4 Years |
| Lions Park | Parking 2 | Y | No issues documented | | | |
| Lions Park | Parking 2 | Y | No issues documented | | | |
| Lions Park | Parking 2 | N | Minor Deficiencies | Stall is provided, but no sign post designating the stall as van accessible | Install appropriate signage. | 1-4 Years |
| Lions Park | Parking 2 | Y | No issues documented | | | |
| Lions Park | Parking 2 | Y | No issues documented | | | |
| Lions Park | Accessible Routes | Y | N/A | | | |
| Lions Park | Accessible Routes | N | Major Deficiencies | Public sidewalk at South Parking lot borders stream several feet above with no guardrails or fall protection | Installation of guard rails is needed. | 7-10 Years |
| Lions Park | Accessible Routes | N | Major Deficiencies | Non-compliant ramps at North Parking, South parking is compliant | Redo ramps in the north parking lot. | 3-5 Years |
| Lions Park | Accessible Routes | N | Major Deficiencies | In general there is an adequate sidewalk that connects almost all amenities on an accessible path. There are several bridges on the path that go over the stream and are not adequate with slope, surfaces, railing, guardrails etc. | Installation of guard rails is needed. | 7-10 Years |
| Lions Park | Accessible Routes | Y | No issues documented | Where provided at south parking they are compliant, | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Lions Park | Accessible Routes | N | Minor Deficiencies | Bridges crossing stream are all considered ramps, some surfaces uneven and not ADA compliant | Bridges will need to have a retrofit or be redone to meet the slope standards. Surfaces will need to be fixed to accommodate. | 7-10 Years |
| Lions Park | Accessible Routes | Y | No issues documented | | | |
| Lions Park | Accessible Routes | N | Major Deficiencies | | Level slopes and ramps to fit ADA standard. | 3-5 Years |
| Lions Park | Accessible Routes | N | Major Deficiencies | There are some parts of the accessible path that exceed 1:12 | | 7-10 Years |
| Lions Park | Accessible Routes | Y | N/A | | | |
| Lions Park | Accessible Routes | N | Major Deficiencies | All bridges are of different construction, but not all contain proper edge protection where guardrails are provided. | Guardrails and edge protection will need to be installed on the bridges. | 7-10 Years |
| Lions Park | Pavilions 1 | Y | No issues documented | | | |
| Lions Park | Pavillions1 | Y | No issues documented | | | |
| Lions Park | Pavilions 2 | Y | No issues documented | | | |
| Lions Park | Pavillion 2 | Y | No issues documented | Not accessible, but north pavilion is and that complies with the ADA requirement | | |
| Lions Park | Restrooms 1 | N | Major Deficiencies | 2 urinals are provided in the men's bathroom, 1 must be made accessible | Install an ADA urinal. May require a redo of the restroom. | 3-5 Years |
| Lions Park | Restrooms 1 | Y | N/A | | | |
| Lions Park | Restrooms 1 | N | Major Deficiencies | Missing 18" vert. only | Install the appropriate grab bars. | 1-4 Years |
| Lions Park | Restrooms 1 | Y | No issues documented | | | |
| Lions Park | Restrooms 1 | N | Major Deficiencies | Knee/Toe Clearance | Fixtures need to be adjusted to meet this requirement. | 3-5 Years |
| Lions Park | Restrooms 1 | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Lions Park | Restrooms 1 | N | Major Deficiencies | Turning space to enter the restrooms is not large enough | Extend clear floor space to accommodate. Restroom may need to be redone if turning space cannot be added to the facility. | 7-10 Years |
| Lions Park | Restrooms 1 | Y | No issues documented | | | |
| Lions Park | Restrooms 2 | Y | N/A | City list provided states there is another restroom, but none was found on site | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Restrooms 2 | Y | N/A | | | |
| Lions Park | Drinking Fountains | N | Major Deficiencies | Only Hi drinking fountains provided 1 at north restroom, and 1 at North pavilion | Install low drinking fountains where appropriate. | 3-5 Years |
| Lions Park | Drinking Fountains | N | Major Deficiencies | Only High compliant, %50 must be low | | 3-5 Years |
| Lions Park | Drinking Fountains | N | Major Deficiencies | Adequate at North restroom, but not at north pavilion | Extend clear floor space by either rearranging items in it or extending the pad. | 3-5 Years |
| Lions Park | General Signage | Y | N/A | | | |
| Lions Park | General Signage | N | Minor Deficiencies | No Tactile/Braille, signs are on the door | Install the appropriate signage. | 1-4 Years |
| Lions Park | Playground Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Lions Park | Playground Equipment | N | Major Deficiencies | Not compliant | Install a playground guide. | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Lions Park | Sports Fields/Baseball | N | Major Deficiencies | Not on an accessible route | Extend the route to the amenity. | 3-5 Years |
| Lions Park | Sports Fields/Baseball | N | Major Deficiencies | Not on an accessible route | | 3-5 Years |
| Lions Park | Sports Fields/Baseball | N | Major Deficiencies | Not on an accessible route | | 3-5 Years |
| Lions Park | Sports Fields Soccer | Y | No issues documented | Just an open field there is no markings showing a soccer field | | |
| Lions Park | Sports Fields Soccer | Y | No issues documented | | | |
| Lions Park | Sports Fields Soccer | Y | No issues documented | | | |
| Lions Park | Sports Courts/Volleyball | N | Major Deficiencies | Not on an accessible route | | 3-5 Years |
| Lions Park | Sports Courts/Volleyball | Y | N/A | | | |
| Lions Park | Sports Courts/Volleyball | Y | N/A | | | |
| Lions Park | Picnic Pads | Y | No issues documented | At least 1 picnic pad is accessible | | |
| Lions Park | Picnic Pads | Y | No issues documented | | | |
| Lions Park | Benches | N | Major Deficiencies | No turn around space | Extend the path and pad to create floor space. | 3-5 Years |
| Lions Park | Horseshoe Pits | N | Major Deficiencies | Not on an accessible route | Extend the route to the amenity. | 3-5 Years |
| Lions Park | Bike Racks | Y | No issues documented | Total of 2 provided | | |
| Lions Park | Bike Racks | Y | No issues documented | | | |
| Maeser | Accessible Routes | Y | N/A | | | |
| Maeser | Accessible Routes | Y | No issues documented | Park is only accessible from public side walk surrounding the park two entrance on either end | | |
| Maeser | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Maeser | Accessible Routes | N | Major Deficiencies | Park has a general asphalt walkway that goes around the interior of the park not all amenities are reached by the walkway | Extend the route to all amenities. | 3-5 Years |
| Maeser | Accessible Routes | Y | N/A | | | |
| Maeser | Accessible Routes | Y | N/A | | | |
| Maeser | Accessible Routes | N | Major Deficiencies | Asphalt walkway provided for park is old and in need of repair. Cracking, potholes and slope | Replacement of the route may be necessary if repairs are not feasible. | 7-10 Years |
| Maeser | Accessible Routes | Y | N/A | | | |
| Maeser | Accessible Routes | N | Major Deficiencies | In general Cross slopes >2% | Level cross slopes. | 3-5 Years |
| Maeser | Accessible Routes | Y | N/A | | | |
| Maeser | Accessible Routes | Y | N/A | | | |
| Maeser | Pavilions | Y | N/A | | | |
| Maeser | Pavilions | N | Major Deficiencies | Not identified and no clear floor space to access | Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad. | 3-5 Years |
| Maeser | Restrooms | Y | No issues documented | | | |
| Maeser | Restrooms | Y | N/A | | | |
| Maeser | Restrooms | N | Minor Deficiencies | No vertical grab bar | Install grab bar | 1-4 Years |
| Maeser | Restrooms | Y | No issues documented | | | |
| Maeser | Restrooms | N | Major Deficiencies | Too high | Install toilets that are compliant. | 3-5 Years |
| Maeser | Restrooms | Y | No issues documented | | | |
| Maeser | Restrooms | N | Major Deficiencies | Both bathrooms entrances do not have the turning space to get into the building | A redo of the restroom may be needed in order to fit compliance. | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Maeser | Restrooms | N | Major Deficiencies | Too high | Lower fixtures to the appropriate height. | 3-5 Years |
| Maeser | Drinking Fountains | N | Major Deficiencies | High only | Install a low height drinking fountain. | 3-5 Years |
| Maeser | Drinking Fountains | N | Minor Deficiencies | Standing water fountain in compliance, but low not provided | | 3-5 Years |
| Maeser | Drinking Fountains | Y | No issues documented | | | |
| Maeser | General Signage | Y | | | | |
| Maeser | General Signage | N | Major Deficiencies | Sign states that the bathroom is wheelchair accessible, but clear floor space is too small for that to be true. | A redo of the restroom may be needed in order to fit compliance. | 7-10 Years |
| Maeser | Playground Equipment | N | Minor Deficiencies | Not on an accessible route, no ramped access | Provide ramped access to the equipment. | 3-5 Years |
| Maeser | Playground Equipment | Y | No issues documented | | | |
| Maeser | Sports Courts/Basketball | N | Major Deficiencies | Not on an accessible route | Extend the route to the amenity. | 3-5 Years |
| Maeser | Sports Courts/Basketball | Y | N/A | | | |
| Maeser | Sports Courts/Basketball | Y | N/A | | | |
| Maeser | Picnic Pads | N | Major Deficiencies | All Picnic benches outside the pavilion are on isolated pads, and not accessible to ADA | A endo of outside entrance may to needed in order is fit compliance. | 3-5 Years |
| Maeser | Picnic Pads | N | Major Deficiencies | No clear floor space | | 3-5 Years |
| Maeser | Benches | Y | | | | |
| Maeser | Fire Pits/BBQ | N | Major Deficiencies | Not on an accessible route, No Clear Floor Space. 2 are located within the pavilion and too many picnic benches are preventing ADA access | Extend the access to the amenity. Remove some of the picnic tables for floor space. | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Maeser | Fire Pits/BBQ | Y | No issues documented | | | |
| Maeser | Pavilions | N | Major Deficiencies | There is an accessible route to the pavilion, but the pad is so small and the pavilion is overcrowded with picnic benches that there is no clear way ADA can access any of the amenities or maneuver through the pavilion | Additional accessible ADA access may be needed in order to fit compliance. | 7-10 Years |
| Memorial | Accessible Routes | N | Minor Deficiencies | Bus stop borders park, but concrete path is broken and in need of repair | Partial repair of the path is needed. | 7-10 Years |
| Memorial | Accessible Routes | N | Minor Deficiencies | in minor need of repair, uneven surfaces | | 7-10 Years |
| Memorial | Accessible Routes | Y | N/A | | | |
| Memorial | Accessible Routes | N | Major Deficiencies | Not all amenities are on an accessible route | Extend the path to all amenities. | 3-5 Years |
| Memorial | Accessible Routes | Y | No issues documented | | | |
| Memorial | Accessible Routes | Y | N/A | | | |
| Memorial | Accessible Routes | N | Minor Deficiencies | Cross slopes >2% | Level cross slopes | 3-5 Years |
| Memorial | Accessible Routes | Y | N/A | | | |
| Memorial | Accessible Routes | N | Minor Deficiencies | Cross slopes >2% | Level cross slopes | 3-5 Years |
| Memorial | Accessible Routes | Y | N/A | | | |
| Memorial | Accessible Routes | Y | N/A | | | |
| Memorial | Playground Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Memorial | Playground Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Memorial | Benches | N | Major Deficiencies | Clear floor space | Extend the floor space to meet the requirement by extending the pad. | 3-5 Years |
| Memorial | Interpretive Area | Y | No issues documented | | | |
| Memorial | Interpretive Area | Y | No issues documented | | | |
| Memorial | Picnic Benches | N | Major Deficiencies | Not on accessible route | Extend the path to all amenities. | 3-5 Years |
| Memorial | Picnic Benches | N | Major Deficiencies | No Clear Floor space | Extend the floor space to meet the requirement by extending the pad. | 3-5 Years |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | N | Major Deficiencies | Small Park, The only access is from Public walk approximately 100 ft in length. All amenities are separated by a grass field and have no accessible route to any park feature | Extend the path to all amenities. | 7-10 Years |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | N | Major Deficiencies | No route provided | Extend the path to all amenities. | 7-10 Years |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | Y | N/A | | | |
| Neighborhood | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Neighborhood | General Signage | Y | N/A | | | |
| Neighborhood | General Signage | Y | N/A | | | |
| Neighborhood | Playground Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 7-10 Years |
| Neighborhood | Playground Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |
| Neighborhood | Sports Courts/Basketball | N | Major Deficiencies | Not on an accessible route | Extend the path to all amenities. | 7-10 Years |
| Neighborhood | Sports Courts/Basketball | Y | N/A | | | |
| Neighborhood | Sports Courts/Basketball | Y | N/A | | | |
| Neighborhood | Picnic Pads | N | Major Deficiencies | Not on an accessible route | Extend the path to all amenities. | 7-10 Years |
| Neighborhood | Picnic Pads | N | Major Deficiencies | Not on an accessible route | Extend the path to all amenities. | 7-10 Years |
| Neighborhood | Benches | N | Major Deficiencies | Not on an accessible route or any other ADA provisions provided | Extend the path to all amenities. Benches need to have turning and clear floor space added. | 3-5 Years |
| Neighborhood | Fire Pits/BBQ | N | Major Deficiencies | Not on an accessible route | Extend the path to all amenities. | 3-5 Years |
| Neighborhood | Fire Pits/BBQ | N | Major Deficiencies | No clear floor space | Extend pad to increase floor space. | 3-5 Years |
| North | Pavillion 1 | N | Major Deficiencies | No accessible route | Extend the path to all amenities. | 7-10 Years |
| North | Pavillion 1 | N | Major Deficiencies | No clear floor spaces | Remove tables or rearrange them to allow for clear floor spaces. | 7-10 Years |
| North | Restrooms | N | Major Deficiencies | Men's restroom 2 urinals are provided, currently 1 is required to be accessible | Install an ADA compliant urinal. May need to redo the restroom to accommodate it. | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Paul Ream | Parking | N | Major Deficiencies | Currently there is no ADA Parking provided, signs, stalls, markings, etc.…and the entrance from the parking to the Park/Trail is currently under construction. Cannot inspect | More information is needed in order to create a plan of action. | 1-4 Years |
| Paul Ream | Parking | N | Major Deficiencies | | | 3-5 Years |
| Paul Ream | Parking | N | Major Deficiencies | | | 1-4 Years |
| Paul Ream | Parking | N | Major Deficiencies | | | 1-4 Years |
| Paul Ream | Parking | N | Major Deficiencies | | | 1-4 Years |
| Paul Ream | Parking | N | Major Deficiencies | | | 1-4 Years |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | N | Major Deficiencies | Currently the path from parking to the park/Provo river trail is under construction | Extend path to all amenities | |
| Paul Ream | Accessible Routes | N | Major Deficiencies | There is no accessible path between amenities at the park, occasionally there is an old asphalt walk that is in need of major repair and cannot be considered an actual path. | Extend path to all amenities; apply repairs as needed. | 7-10 Years |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |
| Paul Ream | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Paul Ream | Pavillion 1 | N | Major Deficiencies | Not on accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Pavillion 1 | Y | No issues documented | | | |
| Paul Ream | Pavillion 2 | N | Major Deficiencies | Not on accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Pavillion 2 | N | Major Deficiencies | No clear floor spaces | Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad. | 7-10 Years |
| Paul Ream | Pavillion 3 | N | Major Deficiencies | Not on accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Pavillion 3 | N | Major Deficiencies | No clear floor spaces | Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad. | 7-10 Years |
| Paul Ream | Pavillion 4 | N | Major Deficiencies | Not on accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Pavillion 4 | N | Major Deficiencies | No clear floor spaces | Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad. | 7-10 Years |
| Paul Ream | Restrooms | N | Major Deficiencies | Men's bathroom provides 2 urinals, one must be accessible | Install an ADA compliant urinal. May need to redo the restroom to accommodate it. | 3-5 Years |
| Paul Ream | Restrooms | Y | N/A | | | |
| Paul Ream | Restrooms | N | Many Major Deficiencies | Multiple bars missing | | 1-4 Years |
| Paul Ream | Restrooms | N | Major Deficiencies | Too high | Reinstall dispensers to the appropriate height. | 1-4 Years |
| Paul Ream | Restrooms | Y | No issues documented | | | |
| Paul Ream | Restrooms | Y | N/A | Painted over | | |
| Paul Ream | Restrooms | N | Major Deficiencies | No clear floor space to enter building to access stalls | Restroom needs reconstruction to fit the standards. | 7-10 Years |
| Paul Ream | Restrooms | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Paul Ream | Drinking Fountains | N | Major Deficiencies | Low Only @ restroom | Install high height fountain. | 3-5 Years |
| Paul Ream | Drinking Fountains | N | Major Deficiencies | Low ok, but must provide high also | Install appropriate signage. | 3-5 Years |
| Paul Ream | Drinking Fountains | Y | No issues documented | | | |
| Paul Ream | General Signage | Y | N/A | | | |
| Paul Ream | General Signage | N | Major Deficiencies | On Door, not tactile/braille | Install appropriate signage. | 1-4 Years |
| Paul Ream | Playground Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Paul Ream | Playground Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |
| Paul Ream | Picnic Pads | N | Major Deficiencies | Not on an accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Picnic Pads | N | Major Deficiencies | No clear floor space | Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad. | 3-5 Years |
| Paul Ream | Benches | N | Major Deficiencies | Not on an accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Fire Pits/BBQ | N | Major Deficiencies | Not on an accessible route | Extend path to all amenities | 7-10 Years |
| Paul Ream | Fire Pits/BBQ | Y | No issues documented | | | |
| Paul Ream | Trail/River Access | N | Major Deficiencies | Under Construction | | 1-4 Years |
| Paul Ream | Concession | Y | N/A | Did not find a concession stand at park | | |
| Pioneer | Parking 1 | N | Major Deficiencies | Provo city states that there are 2 parking lots, in reality there is only angled parking around the perimeter of the park. It appears to be regular sidewalk parking not specific to the park. There | | 1-4 Years |
| Pioneer | Parking 1 | N | Major Deficiencies | | | 3-5 Years |
| Pioneer | Parking 1 | N | Major Deficiencies | | | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Pioneer | Parking 1 | N | Major Deficiencies | are painted stalls, but none are accessible and there no route provided from the stalls to the public sidewalk | | 1-4 Years |
| Pioneer | Parking 1 | N | Major Deficiencies | | | 1-4 Years |
| Pioneer | Parking 1 | N | Major Deficiencies | | | 1-4 Years |
| Pioneer | Parking 2 | Y | N/A | | | |
| Pioneer | Parking 2 | Y | No issues documented | | | |
| Pioneer | Parking 2 | N | Major Deficiencies | No route from parking | Extend path to all amenities | 3-5 Years |
| Pioneer | Parking 2 | N | Major Deficiencies | No route connected to parking, sidewalk and general concrete walk connect all other amenities | Extend path to all amenities | 3-5 Years |
| Pioneer | Parking 2 | Y | No issues documented | | | |
| Pioneer | Parking 2 | Y | No issues documented | | | |
| Pioneer | Parking 2 | Y | No issues documented | | | |
| Pioneer | Parking 2 | Y | No issues documented | | | |
| Pioneer | Parking 2 | Y | No issues documented | | | |
| Pioneer | Parking 2 | Y | N/A | | | |
| Pioneer | Parking 2 | Y | N/A | | | |
| Pioneer | Pavillion | Y | No issues documented | | | |
| Pioneer | Pavillion | Y | No issues documented | | | |
| Pioneer | Restrooms | N | Major Deficiencies | 2 urinals are provided in men's restroom, 1 is required to be accessible | Install an ADA compliant urinal. May need to redo the restroom to accommodate it. | 3-5 Years |
| Pioneer | Restrooms | Y | N/A | | | |
| Pioneer | Restrooms | N | Major Deficiencies | Missing 18" vert. only | Install grab bar | 1-4 Years |
| Pioneer | Restrooms | N | Major Deficiencies | Some missing, some too high | Install appropriate dispensers at the appropriate heights. | 1-4 Years |
| Pioneer | Restrooms | Y | No issues documented | | | |
| Pioneer | Restrooms | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Pioneer | Restrooms | N | Major Deficiencies | Currently there is not enough turning space to enter the building | Extend concrete pad to accommodate. If this doesn't fix the problem, reconstruction of the restroom may be needed. | 3-5 Years |
| Pioneer | Restrooms | Y | No issues documented | | | |
| Pioneer | Drinking Fountains | N | Major Deficiencies | Low Only | Install high height fountain. | 3-5 Years |
| Pioneer | Drinking Fountains | N | Major Deficiencies | Need high drinking fountain provided | Install high height fountain. | 3-5 Years |
| Pioneer | Drinking Fountains | Y | No issues documented | | | |
| Pioneer | General Signage | Y | N/A | | | |
| Pioneer | General Signage | N | Minor Deficiencies | No Tactile/Braille | Install appropriate signage. | 1-4 Years |
| Pioneer | Playground Equipment | N | Major Deficiencies | Curb drop from accessible route | Provide ramped access to the equipment. | 3-5 Years |
| Pioneer | Playground Equipment | Y | No issues documented | | | |
| Pioneer | Splashpad Equipment | Y | No issues documented | | | |
| Pioneer | Splashpad Equipment | Y | No issues documented | | | |
| Pioneer | Picnic Pads | Y | No issues documented | at least one is accessible | | |
| Pioneer | Picnic Pads | Y | No issues documented | | | |
| Pioneer | Benches | Y | No issues documented | at least one is accessible | | |
| Pioneer | Interpretive Area | Y | No issues documented | Pioneer memorial | | |
| Pioneer | Interpretive Area | Y | No issues documented | | | |
| Pioneer | Bike Racks | Y | No issues documented | | | |
| Pioneer | Bike Racks | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Provost | Accessible Routes | Y | | This Park borders Provo ST School. Currently there is no way of accessing the park from the public way. East side of Public way has sidewalk currently under construction. The only way of accessing this park is by parking in the rear portion of the School Parking which is not part of the park, but it can be assumed that the Public will use this parking to access the Park. No curb ramps are provided from the rear school parking to the park. Accessible parking is only provided at the front of the school and this parking only access the front entrance of the school and does not lead to the park on an accessible route | | |
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | Accessible Routes | N | Major Deficiencies | No route provided, specifically for the 1 pavilion | Extend path to all amenities. | 3-5 Years |
| Provost | Accessible Routes | N | Missing | | | 7-10 Years |
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Provost | Accessible Routes | Y | N/A | | | |
| Provost | General Signage | Y | N/A | | | |
| Provost | General Signage | Y | N/A | | | |
| Provost | Playground Equipment | Y | N/A | Provo Master sheet states that there is a playground, but according to google maps and inspection playground equipment is clearly on the school property side | | |
| Provost | Playground Equipment | Y | N/A | | | |
| Provost | Pavillion | N | Major Deficiencies | There is only 1 pavilion in the park and is not on an accessible route. Pavillion stands on a concrete pad in the middle of a field | Extend path to all amenities. | 7-10 Years |
| Provost | Pavillion | Y | No issues documented | | | |
| Lakewood | Benches | N | Major Deficiencies | No Clear floor space | Extend clear floor space at the bench sites. | 3-5 Years |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | No issues documented | Park is a small greenspace only bordering the public sidewalk. No infrastructure is provided so ADA compliance is met | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Powerline #3 | Accessible Routes | Y | N/A | Park is a small greenspace only bordering the public sidewalk. No infrastructure is provided so ADA compliance is met | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #3 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | No issues documented | Park is a small greenspace only bordering a steet there is no public sidewalk provided and No infrastructure is provided so ADA compliance is met | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| Powerline #4 | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | No issues documented | It appears to be an alleyway entrance from the public sidewalk to the Lakewood trail there is a closed gated access with no accessible route once you leave the public sidewalk. The natural area has no infrastructure apart from the river trail that is not part of this assessment | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Accessible Routes | Y | N/A | | | |
| The Rivers | Trail/River Access | N | Major Deficiencies | The route from the sidewalk to the river trail is not accessible, multiple issues. It appears that this access was never meant for public use. | | 7-10 Years |
| Riverside | Parking 1 | N | Major Deficiencies | Asphalt parking provided with stalls, none have markings or signage for ADA stalls. Currently Parking for this park does not provide any ADA Parking to inspect. | Repainting of the lot is needed. Add ADA stalls as needed with the proper dimensions, isles, and signage. | 1-4 Years |
| Riverside | Parking 1 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 1 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 1 | N | Major Deficiencies | | | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Riverside | Parking 1 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 1 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 2 | N | Major Deficiencies | Asphalt parking provided with stalls, none have markings or signage for ADA stalls. Currently Parking for this park does not provide any ADA Parking to inspect. | Repainting of the lot is needed. Add ADA stalls as needed with the proper dimensions, isles, and signage. | 1-4 Years |
| Riverside | Parking 2 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 2 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 2 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 2 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Parking 2 | N | Major Deficiencies | | | 1-4 Years |
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Accessible Routes | N | Major Deficiencies | No route provided | Extend path to all amenities. | 7-10 Years |
| Riverside | Accessible Routes | N | Major Deficiencies | There is no accessible route interconnecting the amenities of the park, there is a small non compliant walkway connecting 1 parking lot to the Provo river trail, and one parking lot to the restroom | Extend path to all amenities. | 7-10 Years |
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Accessible Routes | Y | No issues documented | | | |
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Accessible Routes | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Accessible Routes | Y | N/A | | | |
| Riverside | Pavillion 1 | N | Major Deficiencies | Not on accessible route | Extend path to all amenities. | 7-10 Years |
| Riverside | Pavillion1 | N | Major Deficiencies | No clear floor spaces | Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad. | 7-10 Years |
| Riverside | Pavillion 2 | N | Major Deficiencies | Not on accessible route | Extend path to all amenities. | 7-10 Years |
| Riverside | Pavillion 2 | N | Major Deficiencies | No clear floor spaces | Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad. | 7-10 Years |
| Riverside | Restrooms | N | Many Major Deficiencies | Missing 1 accessible toilet stall, and 1 accessible urinal stall | | 7-10 Years |
| Riverside | Restrooms | Y | N/A | | | |
| Riverside | Restrooms | N | Major Deficiencies | Improperly Installed | Reinstall grab bars to appropriate dimensions and location. | 1-4 Years |
| Riverside | Restrooms | N | Major Deficiencies | Not provided, and some are too high | Reinstall reach ranges paper towel toilet paper soap to appropriate dispensers and location. | 1-4 Years |
| Riverside | Restrooms | N | Minor Deficiencies | Insulated P-trap | Insulate P trap | 1-4 Years |
| Riverside | Restrooms | N | Major Deficiencies | Too high >40" | Too high | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Riverside | Restrooms | N | Major Deficiencies | Not enough clear floor space to enter building and/or use bathrooms | Reinstall turning space to appropriate dimensions and location. | 7-10 Years |
| Riverside | Restrooms | N | Major Deficiencies | Too high | Reinstall fixture heights to appropriate dimensions and location. | 3-5 Years |
| Riverside | Drinking Fountains | N | Major Deficiencies | Low Only | Install high height fountain. | 3-5 Years |
| Riverside | Drinking Fountains | N | Major Deficiencies | Height for Low ok, High not provided | Install high height fountain. | 3-5 Years |
| Riverside | Drinking Fountains | Y | No issues documented | | | |
| Riverside | General Signage | Y | N/A | | | |
| Riverside | General Signage | N | Major Deficiencies | No Tactile/Braille | Install proper signage. | 1-4 Years |
| Riverside | Playground Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Riverside | Playground Equipment | Y | No issues documented | | | |
| Riverside | Benches | N | Major Deficiencies | Not on an accessible route | Extend path to all amenities. | 3-5 Years |
| Riverside | Trail/River Access | Y | No issues documented | Entrance to Provo River Parkway trail | | |
| Riverview | Pavillion 1 | N | Minor Deficiencies | Inadequate | Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad. | 7-10 Years |
| Riverview | Pavillion1 | N | Major Deficiencies | No clear floor spaces | | 7-10 Years |
| Riverview | Pavillion 2 | N | Minor Deficiencies | Inadequate | | 7-10 Years |
| Riverview | Pavillion 2 | N | Major Deficiencies | No clear floor spaces | | 7-10 Years |
| Riverview | Restrooms 1 | Y | No issues documented | | | |
| Riverview | Restrooms 1 | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Riverview | Restrooms 1 | N | Major Deficiencies | Missing Vertical Grab bars | Install grab bars. | 1-4 Years |
| Riverview | Restrooms 1 | Y | No issues documented | | | |
| Riverview | Restrooms 1 | Y | No issues documented | | | |
| Riverview | Restrooms 1 | Y | No issues documented | | | |
| Riverview | Restrooms 1 | N | Major Deficiencies | The turning space entering the bathrooms is too small and would not allow a wheelchair to gain access making the entire bathroom not accessible to ADA | Reconstruction of the bathroom is required to make it compliant. | 7-10 Years |
| Riverview | Restrooms 1 | Y | No issues documented | | | |
| Riverview | Restrooms 2 | Y | No issues documented | | | |
| Riverview | Restrooms2 | Y | N/A | | | |
| Riverview | Restrooms 2 | N | Major Deficiencies | Missing Vertical Grab bars | Install grab bars. | 1-4 Years |
| Riverview | Restrooms 2 | Y | No issues documented | | | |
| Riverview | Restrooms 2 | Y | No issues documented | | | |
| Riverview | Restrooms 2 | Y | No issues documented | | | |
| Riverview | Restrooms 2 | N | Major Deficiencies | The turning space entering the bathrooms is too small and would not allow a wheelchair to gain access making the entire bathroom not accessible to ADA | Reconstruction of the bathroom is required to make it compliant. | 7-10 Years |
| Riverview | Restrooms 2 | Y | No issues documented | | | |
| Riverview | Drinking Fountains | N | Major Deficiencies | 4 drinking fountains 1 at each pavilion and 1 at each restroom | Install hi lo provided. | |
| Riverview | Drinking Fountains | N | Major Deficiencies | All Drinking fountains for standing persons were above the 43" Maximum height. | Install heights. | 3-5 Years |
| Riverview | Drinking Fountains | N | Major Deficiencies | Not Provided | Install clear floor spaces. | 3-5 Years |
| Riverview | General Signage | Y | | | | |
| Riverview | General Signage | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Riverview | Benches | N | Minor Deficiencies | No companion seating | Install entrance exit. | 3-5 Years |
| Riverview | Fire Pits/BBQ | N | Major Deficiencies | No clear floor space, All located at pavilions | Install entrance exit. | 3-5 Years |
| Riverview | Fire Pits/BBQ | Y | No issues documented | | | |
| Riverview | Trail/River Access | Y | No issues documented | | | |
| Riverview | Bike Racks | Y | No issues documented | | | |
| Riverview | Bike Racks | N | Major Deficiencies | No Clear floor space | Install service space. | 3-5 Years |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | No issues documented | The Public sidewalk is the only entrance to the park very small. General Sidewalk is old, but maintains proper slope | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Accessible Routes | Y | N/A | | | |
| Roadside | Picnic Pads | N | Major Deficiencies | Total of 3 All Not on an accessible route | Extend route to all amenities. | 3-5 Years |
| Roadside | Picnic Pads | N | Major Deficiencies | No clear floor space | Install seating. | 3-5 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Rock Canyon | Parking NE | N | Major Deficiencies | >2% cross slope | | 7-10 Years |
| Rock Canyon | Parking SE | N | Major Deficiencies | No ADA Stalls, and no ADA elements | | 1-4 Years |
| Rock Canyon | Parking SE | N | Major Deficiencies | >2% cross slope | | 7-10 Years |
| Rock Canyon | Parking SE | N | Major Deficiencies | No Marked ADA stalls | | 1-4 Years |
| Rock Canyon | Parking SE | N | Major Deficiencies | No van accessible stall | | 1-4 Years |
| Rock Canyon | Parking SE | N | Major Deficiencies | Insufficient Stalls | | 1-4 Years |
| Rock Canyon | Parking SE | N | Major Deficiencies | No Stalls | | 1-4 Years |
| Rock Canyon | Parking N | N | Major Deficiencies | No ADA Stalls, and no ADA elements | | 1-4 Years |
| Rock Canyon | Parking N | N | Major Deficiencies | >2% cross slope | | 7-10 Years |
| Rock Canyon | Parking N | N | Major Deficiencies | No Marked ADA stalls | | 1-4 Years |
| Rock Canyon | Parking N | N | Major Deficiencies | No van accessible stall | | 1-4 Years |
| Rock Canyon | Parking N | N | Major Deficiencies | Insufficient Stalls | | 1-4 Years |
| Rock Canyon | Parking N | N | Major Deficiencies | No Stalls | | 1-4 Years |
| Rock Canyon | Parking M | N | Major Deficiencies | No ADA Stalls, and no ADA elements | | 1-4 Years |
| Rock Canyon | Parking M | N | Major Deficiencies | >2% cross slope | | 7-10 Years |
| Rock Canyon | Parking M | N | Major Deficiencies | No Marked ADA stalls | | 1-4 Years |
| Rock Canyon | Parking M | N | Major Deficiencies | No van accessible stall | | 1-4 Years |
| Rock Canyon | Parking M | N | Major Deficiencies | Insufficient Stalls | | 1-4 Years |
| Rock Canyon | Parking M | N | Major Deficiencies | No Stalls | | 1-4 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Rock Canyon | Parking NW | N | Major Deficiencies | No ADA Stalls, and no ADA elements | | 1-4 Years |
| Rock Canyon | Parking NW | N | Major Deficiencies | >2% cross slope | | 7-10 Years |
| Rock Canyon | Parking NW | N | Major Deficiencies | No Marked ADA stalls | | 1-4 Years |
| Rock Canyon | Parking NW | N | Major Deficiencies | No van accessible stall | | 1-4 Years |
| Rock Canyon | Parking NW | N | Major Deficiencies | Insufficient Stalls | | 1-4 Years |
| Rock Canyon | Parking NW | N | Major Deficiencies | No Stalls | | 1-4 Years |
| Rock Canyon | accessible Routes | Y | N/A | | | |
| Rock Canyon | accessible Routes | Y | No issues documented | One entrance located at West side of park to public curb | | |
| Rock Canyon | Accessible Routes | N | Major Deficiencies | Non-compliant slopes | Level slopes. Will require a significant amount of renovation. | 7-10 Years |
| Rock Canyon | Accessible Routes | N | Major Deficiencies | Non-compliant slopes | | 7-10 Years |
| Rock Canyon | Accessible Routes | N | Major Deficiencies | Non-compliant slopes | | 7-10 Years |
| Rock Canyon | Accessible Routes | N | Major Deficiencies | Non-compliant slopes | | 7-10 Years |
| Rock Canyon | Accessible Routes | N | Major Deficiencies | Non-compliant slopes | | 7-10 Years |
| Rock Canyon | accessible Routes | Y | N/A | | | |
| Rock Canyon | accessible Routes | Y | N/A | | | |
| Rock Canyon | Pavillion 1 | Y | N/A | | | |
| Rock Canyon | Pavillion 1 | Y | No issues documented | | | |
| Rock Canyon | Pavillion 2 | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Rock Canyon | Pavillion 2 | Y | No issues documented | | | |
| Rock Canyon | Pavillion 3 | Y | N/A | | | |
| Rock Canyon | Pavillion 3 | Y | No issues documented | | | |
| Rock Canyon | Pavillion 4 | Y | N/A | | | |
| Rock Canyon | Pavillion 4 | Y | No issues documented | | | |
| Rock Canyon | Restroom 1 | N | Major Deficiencies | Men's bathroom contains 2 urinals, one must be made to ADA standards per 213.3.3 & 605.2 | Install an ADA compliant urinal. May need to redo the restroom to accommodate it. | 3-5 Years |
| Rock Canyon | Restroom 1 | Y | N/A | | | |
| Rock Canyon | Restroom 1 | Y | No issues documented | | | |
| Rock Canyon | Restroom 1 | Y | No issues documented | | | |
| Rock Canyon | Restroom 1 | Y | No issues documented | | | |
| Rock Canyon | Restroom 1 | N | Major Deficiencies | Too high >40" | Reinstall mirrors to the proper height. | 3-5 Years |
| Rock Canyon | Restroom 1 | N | Major Deficiencies | The Entry door is less than 36" wide and the door handle is too high, the door swing auto closes into the turning space. Currently this bathroom cannot be accessed by wheelchair, but has ADA signage. | Renovation of this restroom will be required to make the doorway compliant. | 7-10 Years |
| Rock Canyon | Restroom 1 | Y | No issues documented | | | |
| Rock Canyon | Sports Fields Soccer | N | Major Deficiencies | Not on an accessible route | Install dispensers at appropriate height. Install missing dispensers | 7-10 Years |
| Rock Canyon | Sports Fields Soccer | Y | N/A | | | |
| Rock Canyon | Sports Fields Soccer | Y | N/A | | | |
| Rock Canyon | Sports Courts Volleyball | N | Major Deficiencies | Not on an accessible route | Install dispensers at appropriate height. Install missing dispensers | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Rock Canyon | Sports Courts Volleyball | Y | N/A | | | |
| Rock Canyon | Sports Courts Volleyball | Y | N/A | | | |
| Rock Canyon | Disc Golf | Y | No issues documented | Not covered under 2010 ADA | | |
| Rock Canyon | Picnic Pads | N | Major Deficiencies | Not on an accessible route for picnic pads outside of pavilions | Install dispensers on an accessible route for picnic at appropriate height. Install missing dispensers | 3-5 Years |
| Rock Canyon | Picnic Pads | N | Major Deficiencies | No clear floor space | Install at appropriate height. Install missing dispensers | 3-5 Years |
| Rock Canyon | Benches | N | Major Deficiencies | No turn around space, no companion seating | | 3-5 Years |
| Rock Canyon | Horseshoe Pits | N | Major Deficiencies | Not on an accessible route | Reinstall dispensers at appropriate height. Install missing dispensers | 3-5 Years |
| Rock Canyon | Trail/River Access | N | Major Deficiencies | Not on an accessible route | Reinstall dispensers at appropriate height. Install missing dispensers | 3-5 Years |
| Rock Canyon | Fire Pits/BBQ | Y | No issues documented | | | |
| Rock Canyon | Fire Pits/BBQ | N | Major Deficiencies | Not on Accessible Route & Not adequate turning space | Extend route to all amenities. Extend or install concrete pad to create space. | 3-5 Years |
| Sherwood Hillside | Accessible Routes | Y | N/A | | | |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | Slopes too steep | The path needs to be redone to fit compliance. During the process, slopes should be levelled and ramps need to be installed that meet the appropriate guidelines. Hand rails need to be installed where needed. | 7-10 Years |
| Sherwood Hillside | Accessible Routes | Y | N/A | | | |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | The general asphalt path has portions that are very steep and transitions to amenities that are either not possible or obstructed. The path going through the park cannot be considered for ADA use. | | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Sherwood Hillside | Accessible Routes | Y | N/A | Non-compliant slopes | | |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | Slopes > 1:12 | | 7-10 Years |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | Slopes > 5% | | 7-10 Years |
| Sherwood Hillside | Accessible Routes | Y | N/A | Cross slopes >2% | | |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | Slopes > 1:12 | | 7-10 Years |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | Missing | | 7-10 Years |
| Sherwood Hillside | Accessible Routes | N | Major Deficiencies | Inadequate | | 7-10 Years |
| Sherwood Hillside | Pavillion 1 | Y | N/A | | | |
| Sherwood Hillside | Pavillion 1 | N | Major Deficiencies | No clear floor spaces | Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad. | 3-5 Years |
| Sherwood Hillside | Pavillion 2 | Y | N/A | | | |
| Sherwood Hillside | Pavillion 2 | N | Major Deficiencies | No clear floor spaces | | 3-5 Years |
| Sherwood Hillside | Restrooms | Y | No issues documented | | | |
| Sherwood Hillside | Restrooms | Y | N/A | | | |
| Sherwood Hillside | Restrooms | N | Minor Deficiencies | Missing 18" vert. only | Install appropriate grab bars. | 1-4 Years |
| Sherwood Hillside | Restrooms | N | Minor Deficiencies | Too high | Reinstall dispensers to the appropriate range. | 1-4 Years |
| Sherwood Hillside | Restrooms | Y | No issues documented | | | |
| Sherwood Hillside | Restrooms | Y | No issues documented | | | |
| Sherwood Hillside | Restrooms | N | Major Deficiencies | Restroom entrance cannot be accessed by wheelchair with insufficient turn space | Renovation of the building may be required if concrete pad can not be adjusted to meet the requirements. | 7-10 Years |
| Sherwood Hillside | Restrooms | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Sherwood Hillside | Drinking Fountains | N | Major Deficiencies | Low Only | Install high height drinking fountains at the locations where other fountains are found. | 3-5 Years |
| Sherwood Hillside | Drinking Fountains | Y | No issues documented | | | |
| Sherwood Hillside | Drinking Fountains | Y | No issues documented | | | |
| Sherwood Hillside | General Signage | Y | N/A | | | |
| Sherwood Hillside | General Signage | N | Major Deficiencies | On Door, not tactile or Braile | Install appropriate signage. | 1-4 Years |
| Sherwood Hillside | Playground Equipment | N | Major Deficiencies | Not on an accessible route | Extend Walkway to Amenities. | 3-5 Years |
| Sherwood Hillside | Playground Equipment | N | Major Deficiencies | Not present | Install a playground guide. | 1-4 Years |
| Sherwood Hillside | Sports Courts Tennis | N | Major Deficiencies | Not on an accessible route, No accessible gate hardware, cant access both sides | Extend path to all amenities. ADA compliant hardware needs to be installed to make it compliant. | 7-10 Years |
| Sherwood Hillside | Sports Courts Tennis | Y | N/A | | | |
| Sherwood Hillside | Sports Courts Tennis | Y | No issues documented | | | |
| Sherwood Hillside | Picnic Pads | Y | No issues documented | In pavilion | | |
| Sherwood Hillside | Picnic Pads | N | Major Deficiencies | No accessible dinning space | Increase the size of the picnic pads to accommodate space. | 3-5 Years |
| Sherwood Hillside | Benches | N | Missing | | | |
| Sherwood Hillside | Fire Pits/BBQ | N | Major Deficiencies | Not on an accessible route, No Clear floor space | Extend the path to amenity and extend or install pad underneath to meet the requirement. | 3-5 Years |
| Sherwood Hillside | Fire Pits/BBQ | Y | No issues documented | | | |
| Sherwood Hillside | Trail/River Access | Y | N/A | | | |
| Sherwood Hillside | Bike Racks | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Sherwood Hillside | Bike Racks | Y | N/A | | | |
| Slate Canyon | Parking 1 | N | Major Deficiencies | missing | Install the appropriate signage. | 1-4 Years |
| Slate Canyon | Parking 1 | Y | No issues documented | | | |
| Slate Canyon | Parking 1 | Y | No issues documented | | | |
| Slate Canyon | Parking 1 | N | Major Deficiencies | No signage for van accessible stall | | 1-4 Years |
| Slate Canyon | Parking 1 | Y | No issues documented | | | |
| Slate Canyon | Parking 1 | Y | No issues documented | Stalls not on shortest route | | |
| Slate Canyon | Parking 2 | Y | No issues documented | No ADA parking provided other parking lot is sufficient. This parking lot is adjacent to the other and connects to the same trailhead. | | |
| Slate Canyon | Parking 2 | Y | No issues documented | | | |
| Slate Canyon | Parking 2 | Y | No issues documented | | | |
| Slate Canyon | Parking 2 | Y | No issues documented | | | |
| Slate Canyon | Parking 2 | Y | No issues documented | | | |
| Slate Canyon | Parking 2 | Y | No issues documented | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | N | Major Deficiencies | The only amenity is a dirt trail head, there is no clear path from the ADA stall to the trailhead | Path needs to be installed. | 3-5 Years |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Accessible Routes | Y | N/A | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Slate Canyon | Accessible Routes | Y | N/A | | | |
| Slate Canyon | Restrooms | N | Missing | There was no restrooms found on site | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Restrooms | N | Missing | | | |
| Slate Canyon | Trail/River Access | Y | No issues documented | | | |
| South Fork | Parking 1 | Y | No issues documented | Gravel only no parking or signage provided. If parking isn't provided ADA parking is not required | | |
| South Fork | Parking 1 | Y | No issues documented | | | |
| South Fork | Parking 1 | Y | No issues documented | | | |
| South Fork | Parking 1 | Y | No issues documented | | | |
| South Fork | Parking 1 | Y | No issues documented | | | |
| South Fork | Parking 1 | Y | No issues documented | | | |
| South Fork | Parking 2 | Y | No issues documented | Gravel only no parking or signage provided. If parking isn't provided ADA parking is not required | | |
| South Fork | Parking 2 | Y | No issues documented | | | |
| South Fork | Parking 2 | Y | No issues documented | | | |
| South Fork | Parking 2 | Y | No issues documented | | | |
| South Fork | Parking 2 | Y | No issues documented | | | |
| South Fork | Parking 2 | Y | No issues documented | | | |
| South Fork | Accessible Routes | Y | N/A | there is no accessible route provided in the park just a gravel walkway. | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | N | Major Deficiencies | No route provided | Route needs to be paved. | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| South Fork | Accessible Routes | N | Major Deficiencies | here is no accessible route provided in the park just a gravel walkway. | | 7-10 Years |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Accessible Routes | Y | N/A | | | |
| South Fork | Pavillion 1 | N | Major Deficiencies | Not on accessible route | Extend route to the pavilions. | 3-5 Years |
| South Fork | Pavillion 1 | Y | No issues documented | | | |
| South Fork | Pavillion 2 | N | Major Deficiencies | Not on accessible route | | 3-5 Years |
| South Fork | Pavillion 2 | Y | No issues documented | | | |
| South Fork | Restrooms | N | Major Deficiencies | This bathroom is almost 100% not compliant with any ADA requirement. See chapter 6 for all requirements | Restroom will need to be reconstructed to ADA standards. | 7-10 Years |
| South Fork | Restrooms | Y | N/A | | | |
| South Fork | Restrooms | N | Major Deficiencies | | | 7-10 Years |
| South Fork | Restrooms | N | Major Deficiencies | | | 7-10 Years |
| South Fork | Restrooms | N | Major Deficiencies | | | 7-10 Years |
| South Fork | Restrooms | N | Major Deficiencies | | | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| South Fork | Restrooms | N | Major Deficiencies | | | 7-10 Years |
| South Fork | Restrooms | N | Major Deficiencies | | | 7-10 Years |
| South Fork | Picnic Pads | N | Major Deficiencies | Not on accessible route | Extend route to all amenities. | 7-10 Years |
| South Fork | Picnic Pads | N | Major Deficiencies | | Expand pads or install pads to meet requirement. | 3-5 Years |
| South Fork | Benches | N | Major Deficiencies | Not on accessible route | Extend route to all amenities. | 7-10 Years |
| South Fork | Horseshoe Pits | N | Major Deficiencies | Not on accessible route | Extend route to all amenities. | 3-5 Years |
| South Fork | Fire Pits/BBQ | N | Major Deficiencies | Not on accessible route | Extend route to all amenities. | 3-5 Years |
| South Fork | Fire Pits/BBQ | Y | No issues documented | | | |
| South Fork | Amphitheater | N | Missing | Did not find any amphitheater when walking the park | | |
| South Fork | Amphitheater | N | Missing | | | |
| South Fork | Amphitheater | N | Missing | | | |
| South Fork | Trail/River Access | Y | No issues documented | | | |
| South Fork | Bike Racks | N | Missing | | | |
| South Fork | Bike Racks | N | Missing | | | |
| Spring Creek | Parking | Y | No issues documented | | | |
| Spring Creek | Parking | Y | No issues documented | | | |
| Spring Creek | Parking | Y | No issues documented | | | |
| Spring Creek | Parking | Y | No issues documented | 1 Van Accessible Stall | | |
| Spring Creek | Parking | Y | No issues documented | 40 stalls- 1 van 1 accessible | | |
| Spring Creek | Parking | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | N/A | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | N | Major Deficiencies | | Reconstruct ramps to meet compliance standard. | 3-5 Years |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Accessible Routes | Y | No issues documented | | | |
| Spring Creek | Pavilions 1 | Y | No issues documented | | | |
| Spring Creek | Pavilions 1 | Y | No issues documented | | | |
| Spring Creek | Pavilions 2 | Y | No issues documented | | | |
| Spring Creek | Pavilions 2 | Y | No issues documented | | | |
| Spring Creek | Pavilions 3 | Y | No issues documented | | | |
| Spring Creek | Pavilions 3 | Y | No issues documented | | | |
| Spring Creek | Restrooms | Y | Very Minor Deficiencies | The SE Restroom is the only ADA compliant bathroom and should have signage posted as such, currently no sign showing it is for ADA use | | |
| Spring Creek | Restrooms | Y | N/A | | | |
| Spring Creek | Restrooms | Y | No issues documented | | | |
| Spring Creek | Restrooms | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Spring Creek | Restrooms | Y | No issues documented | | | |
| Spring Creek | Restrooms | Y | No issues documented | | | |
| Spring Creek | Restrooms | Y | No issues documented | | | |
| Spring Creek | Restrooms | Y | No issues documented | SE Restroom is the only bathroom that has a 17"-19" toilet height, signage for bathroom showing wheelchair access needs to be posted | | |
| Spring Creek | Drinking Fountains | N | Minor Deficiencies | Low provided but not high only a bottle filler see 211.2 | Install appropriate drinking fountains at the appreciate heights where needed. | 3-5 Years |
| Spring Creek | Drinking Fountains | N | Minor Deficiencies | Correct Height for Wheel chair, secondary higher drinking fountain not provided | | 3-5 Years |
| Spring Creek | Drinking Fountains | Y | No issues documented | | | |
| Spring Creek | General Signage | Y | N/A | Non existent may be required | | |
| Spring Creek | General Signage | N | Minor Deficiencies | Tactile signage is present but SE Restroom needs signage indicating that it is the only wheelchair accessible stall, All signage is on doors | Install the appropriate signage. | 1-4 Years |
| Spring Creek | Playground Equipment | Y | No issues documented | | | |
| Spring Creek | Playground Equipment | Y | No issues documented | | | |
| Spring Creek | Sports Courts Basketball | Y | No issues documented | | | |
| Spring Creek | Sports Courts Basketball | Y | N/A | | | |
| Spring Creek | Sports Courts Basketball | Y | No issues documented | | | |
| Spring Creek | Picnic Pads | Y | No issues documented | Multiple benches not all accessible but enough along accessible route for compliance | | |
| Spring Creek | Picnic Pads | Y | No issues documented | | | |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Spring Creek | Benches | Y | No issues documented | Multiple benches along accessible route | | |
| Spring Creek | Bike Racks | Y | No issues documented | On Accessible route | | |
| Spring Creek | Bike Racks | Y | No issues documented | | | |
| Wells Fargo | Accessible Routes | Y | N/A | Small Green space off University Ave sidewalk access. 2 benches provided. | | |
| Wells Fargo | Accessible Routes | Y | No issues documented | | | |
| Wells Fargo | Accessible Routes | Y | No issues documented | | | |
| Wells Fargo | Accessible Routes | Y | No issues documented | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Accessible Routes | Y | N/A | | | |
| Wells Fargo | Benches | Y | No issues documented | | | |
| Shooting Sports Park | Site Assessment | This site has no accessible features anywhere on site, therefore no specific items were analyzed. In order to be ADA 2010 compliant the following features will need to be added. | | | | |
| Shooting Sports Park | Parking | N | Major Deficiencies | Currently Parking is only a gravel road with no defined parking. No accessible parking is required unless parking is installed. | | 7-10 Years |
| Shooting Sports Park | Accessible Routes | N | Major Deficiencies | 1 Accessible compliant route connecting all amenities at the site | | 7-10 Years |

| Location | Facility/Element | Compliant Y/N | Status: | Notes: | Corrective Action | Timeline |
|---|---|---|---|---|---|---|
| Shooting Sports Park | Routes to Firing Ranges | N | Major Deficiencies | Accessible route connecting a minimum of 1 firing range to each unique type of firing. E.G. Rifle, skeet, etc.… | | 7-10 Years |
| Shooting Sports Park | Restrooms | N | Major Deficiencies | Currently site has only 2 portable restrooms, a minimum of 1 ADA portable restroom on the accessible route will b required | | 7-10 Years |

# Provo City Council
# 8/11/2026 Work Session

## Sales Tax Increment Post Performance Payments to Day's Market

# PROVO MUNICIPAL COUNCIL
# STAFF REPORT

**Submitter:** Cody Hill
**Presenter:** Cody Hill, Economic Development Division Director
**Department:** Development Services
**Requested Meeting Date:** August 11, 2026
**Requested Duration (Minutes):** 10
**CityView or Issue File Number:**

**SUBJECT:** Day's Market Post Performance Sales Tax Reimbursement Agreement – Seventh payment – Budget Appropriation

**RECOMMENDATION:** Budget appropriation approval of $14,171.11 from General Fund. This is for both the Work and Council Meeting.

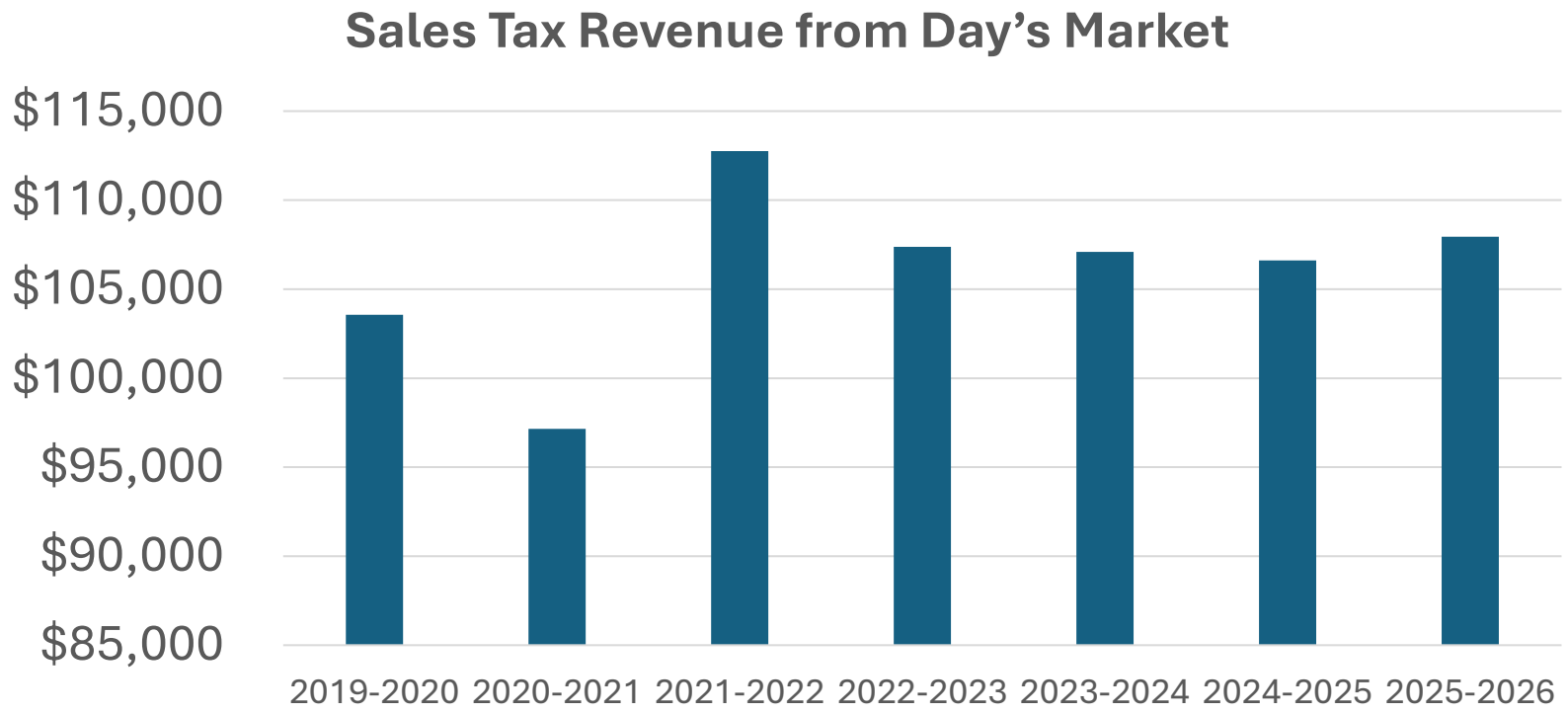
**FISCAL IMPACT:** $14,171.11

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**
Support economic retail growth and mitigate sales tax leakage.

# Overview of Sales Tax Increment Obligations

| Property | Day's Market |
|---|---|
| Resolution Date | 3/8/2019 |
| Term | 5/1/2019 - 2029 |
| Max Reimbursement | $100,000 |
| Total Paid to Date | $78,460 |
| Base Amount | $39,800 |
| 2025 Payment | $13,509 |
| 2026 Payment | $14,171 |

# Growth




Base Sales Tax Revenue Amount: $39,800

Base Sales Tax Revenue Amount Adjusted for Inflation: $51,065

2025-2026 Sales Tax Revenues: $107,942

Total Increase in Sales Tax Revenues to the City: $56,877 or 111%

# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

**Submitter:** JAHILL
**Presenter:** Cody Hill, Economic Development Division Director
**Department:** Development Services
**Meeting Date:** 8/11/2026
**Requested Duration (Minutes):** 5 minutes
**CityView or Issue File Number:** 26-036

**SUBJECT:** 4 A resolution approving the appropriation of $14,171.11 in the general fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036)

**ADMINISTRATIVE RECOMMENDATION:** Budget appropriation approval of $14,171.11 from General Fund. This is for both the Work and Council Meeting.

**ADMINISTRATIVE MEMO:** In March 2019, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Day's Family Market, LLC, the ownership group of Day's Market located at 3121 N Canyon Rd, Provo, UT 84604 for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for half of the costs associated with the remodel of their store, which would retain the grocer in the area and mitigate sales tax leakage. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, $39,800.

Provo City continues to receive this base amount of $39,800. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years. The Commencement Date for this agreement was May 1, 2019. The target reimbursement amount as per the agreement is $100,000 which is one half of the total out-of-pocket expenses. This is the seventh payment in the ten-year agreement and amounts to $14,171.11. The total received in seven years, including this payment will be $92,632.

**FISCAL IMPACT:** $14,171.11

**COUNCIL STAFF MEMO:**

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING THE APPROPRIATION OF $14,171.11 IN THE GENERAL FUND FOR A CONTRACTUAL SALES TAX INCREMENT POST-PERFORMANCE PAYMENT TO DAY'S MARKET. (26-036)

RECITALS:

It is proposed that $14,171.11 be appropriated in the General Fund for a contractual sales tax increment post-performance payment to Day's Market;

In March 2019, Provo City entered into a sales tax increment agreement with Day's Market to offset and incentivize the remodel of their development located in Provo on North Canyon Road;

The funding source for the appropriation is the increased General Fund sales tax revenues received based on performance of Day's Market;

On August 11, 2026, the Municipal Council met to consider 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 facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Mayor is authorized to appropriate $14,171.11 in the General Fund for a contractual sales tax increment post-performance payment to Day's Market.

PART II:

This resolution takes effect immediately.

# PROVO MUNICIPAL COUNCIL STAFF REPORT

**Submitter:** Cody Hill
**Presenter:** Cody Hill, Economic Development Division Director
**Department:** Development Services
**Requested Meeting Date:** August 11, 2026
**Requested Duration (Minutes):** 10
**CityView or Issue File Number:**

**SUBJECT:** Day's Market Post Performance Sales Tax Reimbursement Agreement – Seventh payment – Budget Appropriation

**RECOMMENDATION:** Budget appropriation approval of $14,171.11 from General Fund. This is for both the Work and Council Meeting.

**BACKGROUND:** In March 2019, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Day's Family Market, LLC, the ownership group of Day's Market located at 3121 N Canyon Rd, Provo, UT 84604 for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for half of the costs associated with the remodel of their store, which would retain the grocer in the area and mitigate sales tax leakage. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, $39,800.

Provo City continues to receive this base amount of $39,800. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years. The Commencement Date for this agreement was May 1, 2019. The target reimbursement amount as per the agreement is $100,000 which is one half of the total out-of-pocket expenses. This is the seventh payment in the ten-year agreement and amounts to $14,171.11. The total received in seven years, including this payment will be $92,632.

**FISCAL IMPACT:** $14,171.11

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**
Support economic retail growth and mitigate sales tax leakage.

# Exhibit A

# PARTICIPATION AND REIMBURSEMENT AGREEMENT

Day's Family Market
3121 North Canyon Road, Provo, Utah 84604

THIS PARTICIPATION AND REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 21st day of Mar '19 ("**Effective Date**"), between the City of Provo ("**City**"), and Day's Family Market, LLC, a Utah limited liability company ("Day's"). Day's is referred to herein individually as an "**Owner**". City and Day's are referred to herein individually as a "**Party**", and collectively, as the "**Parties**".

## RECITALS

**A.** This Agreement concerns Day's, located generally at 3121 North Canyon Road, Provo, Utah.

**B.** As of the Effective Date, Day's is the lessee of a building (located on the "**Subject Lot"** The Subject Lot is more particularly described in **Exhibit A and B** to this Agreement.

**C.** A breakdown of the Owner's Costs, estimated as of the Effective Date, is set forth on **Exhibit C** to this Agreement. As of the Effective Date, the Owner's Costs are estimated to be approximately One Million Three Hundred Thousand Dollars ($1,300,000) ("**Owner's Estimated Costs**"), for interior renovations, along with the purchase of necessary equipment for the operation of their business.

**D.** Day's has requested that City provide reimbursement for a portion of the Owner's Actual Costs (defined in **Section 1.5**) and City Approval Fees which are estimated to be up to, but probably less than $100,000.00 (defined in Section 1.3)

**E.** City has determined that the requested reimbursements are necessary to offset the costs of the Project, as described in Section D, for the purpose of retaining a local grocery store and continuing to capture the grocery leakage identified in retail studies and to demonstrate local support for the completion of the upgrades, and to recognize the positive impact that this investment will have on assessed values of Day's, and nearby business properties.

**F.** City has determined that the Project advances the purposes of City by retaining a large grocery store in the Northeast area of the City, continuing to capture the grocery leakage identified in retail studies and providing improvements to Day's.

City is willing to assist the Project by reimbursing Owner a portion of the sales tax increment generated from the Subject Lot to pay for a portion of the Owner's Actual Costs expended to improve Day's as defined in Section A and B.

**G.** Subject to the terms and conditions contained herein, the Owner shall make improvements to Day's particularly the interior of the building.

NOW, THEREFORE, in consideration of the foregoing Recitals, Owner's agreements with City, and the terms and conditions hereby agreed to, and other good and valuable consideration, the Parties hereby agree as follows:

1. **DEFINED TERMS**. The Recitals set forth above, and any exhibits attached hereto, are hereby incorporated as integral parts of this Agreement. As used herein, the following terms shall have the meanings respectively indicated:

**1.1** "**Annual Sales Taxes**" for a particular Tax Year (defined in **Section 1.10**) means the amount of sales taxes received by City upon taxable retail sales generated by the Subject Lot for such Tax Year at Point of Sale (defined in **Section 1.6**), which, as of the Effective Date, is 0.5% (one-half (1/2) of one (1) percent) of such taxable retail sales.

**1.2** "**Base Sales Tax Amount**" means the Annual Sales Tax received by the City for the twelve (12) month period ending March of 2018, which totaled Thirty Nine Thousand, Eight Hundred Dollars ($39,800) associated with as defined in Section A and B.

**1.3** "**City Approval Fees**" means all fees paid by Owner or any entity controlled by Owner, to City in connection with any City approval, entitlement or permit, or application or submittal for any City approval, entitlement or permit, with respect to the Project in the pursuit of accomplishing Section G of the Recitals above. Owner shall pay any City Approval Fees to the City up-front.

Without limitation of the foregoing, City Approval Fees shall include any permit fees, plan check fees, impact or development fees or assessments, traffic mitigation fees, utility connection fees, or comparable fees or charges paid to the City or any department or agency of the City in the pursuit of accomplishing Section G of the Recitals above; provided however, that City Approval Fees shall not include any fees or charges paid to any party other than the City.

**1.4** "**Commencement Date**" shall mean the first (1st) day of the first (1st) full calendar month following the date on which the Project, as defined in **Recital G** above, is completed. For purposes of determining the Commencement Date, the Project shall be deemed to be completed on the date when the Certificate of Completion has been issued.

**1.5** "**Owner's Actual Costs**" means, collectively, the actual amount of Owner's Costs, to be determined after the Commencement Date, plus any City Approval Fees paid by Owners. Owner's Actual Costs shall be cost of construction of the interior store remodel, improvements, demolition, additions, retrofits or otherwise related to improving the interior of the store, estimated to be approximate $1,300,000.00, but shall not include legal fees or broker commissions.

Within a reasonable period following the Commencement Date, City, and Day's shall enter into an agreement, substantially in the form attached as **Exhibit D** to this Agreement ("**Owner's Actual Costs Confirmation Agreement**"), to confirm the amount of the Owner's Actual Costs, including without limitation, the amount of the City Approval Fees paid through the Commencement Date.

**1.6** "**Point of Sale**" with respect to Annual Sales Taxes, refers to sales tax revenues received by City based on all taxable transactions made at the Subject Lot as the geographical point of sale. Point of Sale and/or Annual Sales Taxes do not include any sales tax revenues received by the City based on the City's population as a percentage of the overall population of the State of Utah.

**1.7** "**Reimbursement Payment**" means, with respect to each Tax Year during the Reimbursement Term, a payment to Day's, equal to the Sales Tax Increment (defined below) for the applicable Tax Year, until Owner has collectively become entitled to total Reimbursement Payments during the Reimbursement Term up to the Target Reimbursement Amount (defined in **Section 1.9**).

Notwithstanding the foregoing, once Owner has become entitled to Reimbursement Payments up to the Target Reimbursement Amount, Owners, shall thereafter be entitled to Additional Incentive Payments (defined in **Section 3.1**) in accordance with **Section 3**, until such Owner has become entitled to Reimbursement Payments and Additional Incentive Payments up to the amount of Owner's Actual Costs.

"**Sales Tax Increment**" means the difference between (a) the Annual Sales Tax received by the City from the Subject Lot for the applicable Tax Year, and (b) the Base Sales Tax Amount. If in a given Tax Year the Sales Tax Increment is negative, such negative Sales Tax Increment will be offset against the positive Sales Tax Increment in subsequent Tax Years.

**1.8** "**Reimbursement Term**" shall mean the term of this Agreement, beginning on the Commencement Date, and ending on the date which immediately precedes the tenth ($10^{th}$) anniversary of the Commencement Date ("**Expiration Date**").

**1.9** "**Target Reimbursement Amount**" shall be fifty percent (50%) of the Owner's Actual Costs, including fifty percent (50%) of the amount of any City Approval Fees (as defined in **Section 1.3**) paid by Owner.

**1.10** "**Tax Year**" shall mean the initial twelve (12) month period beginning on the Commencement Date, and ending on the day immediately preceding the first ($1^{st}$) anniversary of the Commencement Date, and each succeeding twelve (12) month period during the Reimbursement Term beginning on each successive anniversary of the Commencement Date.

## 2. ANNUAL REIMBURSEMENT PAYMENTS.

**2.1** **Address for Payments**. For the period commencing on the Commencement Date and continuing through the expiration of the Reimbursement Term, City shall make annual Reimbursement Payments to Owner at the address for Reimbursement Payments to Owner set forth in **Section 7.1**, or such other address as Owner may designate from time to time in accordance with **Section 7.1**; provided however, that the total amount of the Reimbursement Payments shall not exceed the Target Reimbursement Amount.

**2.2** **Timing of Payments & Supporting Documentation**. Reimbursement Payments pursuant to this Agreement shall be made by City within one hundred-twenty (120)

days after the end of each Tax Year and after: (i) Annual Sales Taxes for the Subject Lot for the applicable Tax Year are received by City; and (ii) documentation is received by City from the Utah State Tax Commission providing support for the Annual Sales Taxes received for the Subject Lot for the applicable Tax Year. City shall contemporaneously provide Owner with a written accounting by month, in the aggregate, of the annual Reimbursement Payment, demonstrating the City's determination of the amount of the Annual Sales Taxes (based on Point of Sale) for the Subject Lot for the applicable Tax Year and the amount of such Reimbursement Payment.

**2.3 Confidentiality**. Except for the amount and timing of Reimbursement Payments and any Additional Incentive Payments (defined in **Section 3.1**) made to Owner under this Agreement (if and to the extent such amounts and timing are public information), City and Owner shall keep Annual Sales Tax information confidential, unless disclosure is otherwise required by law.

**2.4 Remedies**. The failure of the City to timely make any Reimbursement Payment or Additional Incentive Payments hereunder in accordance with this Agreement shall constitute a material default by City under this Agreement, unless City pays any such Reimbursement Payment or Additional Incentive Payment to Owners in full in accordance with this Agreement within fifteen (15) days after City's receipt of a notice of non-payment from Owner. Upon the occurrence of a default by City, Owner shall have all remedies available to it in law or equity, including without limitation, specific performance.

## 3. ADDITIONAL INCENTIVE PAYMENTS.

**3.1 Additional Incentive Payments - Examples**. If, on or before the Expiration Date, Owner has become entitled to Reimbursement Payments equal to the Target Reimbursement Amount, then (i) the date on which the total Reimbursement Payments that Owners has become entitled to reaches the Target Reimbursement Amount shall be the "**Target Reimbursement Date**", and (ii) Owner shall be entitled to additional incentive payments equal to fifty percent (50%) of the Sales Tax Increment from the Target Reimbursement Date through the Expiration Date ("**Additional Incentive Payment**"), provided however, that in no event shall the total of all Reimbursement Payments and Additional Incentive Payments received by Owner exceed the Owner's Actual Costs.

The following examples of how the Reimbursement Payments and Additional Incentive Payments would be calculated are set forth below for purposes of illustration only. For each of the following examples, assume that the Owner's Actual Costs, without including any City Approval Fees, are the same as the Owner's Estimated Costs ($1,300,000):

Example: Example #1:

Assume that during the Reimbursement Term, the total Sales Tax Increment is Six Hundred Fifty Thousand Dollars ($650,000), and Day's has paid City Approval Fees totaling One Hundred Thousand Dollars ($100,000).

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $100,000 (owner's actual fees) = $1,400,000.

Step 2: Eligible reimbursable costs:
.50 X 1,400,000 = 700,000

Step 3: Increment calculation
650,000 X 100% = 650,000

Step 4: Total to owner is $650,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #2: *Assume that during the Reimbursement Term, the total Sales Tax Increment is Eight Hundred Thousand Dollars ($800,000), and Day's has paid no City Approval Fees during the Reimbursement Term.*

*Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $0 (owner's actual fees) = $1,300,000.*

*Step 2:*
*Eligible reimbursable costs:*
*.50 X 1,300,000 = 650,000*

*Step 3: Increment calculation*
*650,000 X 100% = 650,000*
*800,000-650,000) X .50 = 75,000*
*650,000 + 75,000 = 725,000*

Step 4: Total to owner is $725,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #3: Assume that during the Reimbursement Term, the total Sales Tax Increment is Nine Hundred Thousand Dollars ($900,000), and Day's has paid Approval Fees totaling One Hundred Thousand Dollars ($100,000) City Approval Fees during the Reimbursement Term.

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $100,000 (owner's actual fees) = $1,400,000.

Step 2:
Eligible reimbursable costs:
.50 X 1,400,000 = 700,000

Step 3: Increment calculation
700,000 X 100% = 700,000
900,000-700,000) X .50 = 100,000
700,000 + 100,000 = 800,000

Step 4: Total to owner is $800,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #4: Assume that during the Reimbursement Term, the total Sales Tax Increment is Two Million Five Hundred Thousand Dollars ($2,500,000), and Day's has paid City Approval Fees during the Reimbursement Term totaling One Hundred Thousand Dollars ($100,000).

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $100,000 (owner's actual fees) = $1,400,000.

Step 2:
Eligible reimbursable costs:
.50 X 1,400,000 = 700,000

Step 3: Increment calculation
700,000 X 100% = 700,000
2,500,000-700,000) X .50 = 900,000
700,000 + 900,000 = 1,600,000

Step 4: Total to owner is $1,400,000 since the amount calculated in step 1 is less than the amount calculated in step 3.

**3.2 Timing of Additional Incentive Payments**. Additional Incentive Payments shall be made by the City within one hundred-twenty (120) days after the end of each Tax Year ending after the Target Reimbursement Date, and after: (i) Annual Sales Taxes for the Subject Lot for the applicable Tax Year are received by City; and (ii) documentation is received by the City from the Utah Department of Revenue verifying the accuracy of the amount of Annual Sales Taxes for the Subject Lot for the applicable Tax Year. The City shall contemporaneously provide Owner with a written accounting with the Additional Incentive Payments, demonstrating the City's determination of the amount of the Annual Sales Taxes

(based on Point of Sale) for the Subject Lot for the Reimbursement Term through the end of the applicable Tax Year, the amounts of all Reimbursement Payments and Additional Incentive Payments during the Reimbursement Term through the end of the applicable Tax Year, and the amount of the applicable Additional Incentive Payment.

**3.3 Cap on Payments**. Notwithstanding anything in this Agreement to the contrary, in no event shall the total amount of the Reimbursement Payments and any Additional Incentive Payments exceed the Owner's Actual Costs.

**3.4 Acknowledgment of the Parties' Intent – Owner Incentive**. The Parties acknowledge that the intent of this Agreement, including without limitation this **Section 3**, is intended to incentivize Owner to invest in the Subject Lot and to cause the Subject Lot to be improved, managed, and operated so as to generate increased Annual Sales Taxes. Accordingly, if Annual Sales Taxes are sufficient to result in a Sales Tax Increment exceeding the Target Reimbursement Amount pursuant to **Section 1.9**, then the Parties intend for City and Owner to share equally in the Sales Tax Increment during the Reimbursement Term above the Target Reimbursement Amount.

**4. TERMINATION.** The Parties acknowledge that any Reimbursement Payments and Additional Incentive Payments are to be made after the end of the applicable Tax Year, in accordance with **Section 2.2**, and **Section 3.2** (if applicable).

This Agreement shall automatically terminate and be of no further force or effect after the latest of the following have occurred: (i) the Expiration Date has occurred, and (ii) Owners have received the full amount of the Reimbursement Payments and Additional Incentive Payments to which Owner are entitled hereunder, for the final Tax Year during the Reimbursement Term and all prior Tax Years; provided however, that the Parties hereby disclaim any representation or warranty that the total Reimbursement Payments and Additional Incentive Payments will equal the amount of Owner's Actual Costs or any particular percentage of Owner's Actual Costs.

This Agreement shall also automatically terminate if construction of the Project has not commenced on or before December 31, 2019.

Upon termination of this Agreement, no Party shall have any further obligations to the other Parties. Following termination of this Agreement, upon request from any Party, the Parties agree to execute any reasonable documentation which may be necessary to confirm expiration and/or termination of this Agreement.

**5. ASSIGNMENT OF AGREEMENT OR PAYMENTS.**

**5.1 Rights of Assignees**. No future owner or tenant of all or any part of the Subject Lot, other than Owner, shall be entitled to claim any right or benefit by, through or under this Agreement, including, but not limited to, the right to receive all or any portion of any Reimbursement Payments or any Additional Incentive Payments, and no future owner or tenant of the Subject Lot, other than Owner, shall be deemed to be a third party beneficiary of this Agreement, unless and until Owner have expressly assigned such right, including any right to receive any portions of any Reimbursement Payments or any Additional Incentive Payments in

writing.

**5.2 Assignment**. Owner shall not have any right to assign this Agreement, in whole or in part, or the right to any Reimbursement Payments or any Additional Incentive Payments, except to Day's, or a successor to Day's as a fee owner of a Subject Lot. A conveyance of a fee ownership interest in the Subject Lot shall not by itself constitute or result in an assignment of this Agreement or the right to any Reimbursement Payment or any Additional Incentive Payments, and neither this Agreement nor the right to payment of any Reimbursement Payment or any Additional Incentive Payments shall run with the land.

An assignment or partial assignment of this Agreement or the right to any Reimbursement Payments or any Additional Incentive Payments may only be effected by a writing executed by Owner. No assignment or partial assignment of this Agreement or any right to any Reimbursement Payments or any Additional Incentive Payments shall be binding on City unless and until City has received (i) a written notice of such assignment, together with a copy of the applicable assignment document, from Owner, (ii) complete contact information and an address for payment of any Reimbursement Payments or any Additional Incentive Payments to any assignee to which any right to any Reimbursement Payments or any Additional Incentive Payments has been assigned, (iii) and the tax or employer identification number of any assignee to which any right to any Reimbursement Payments or any Additional Incentive Payments has been assigned. City shall be entitled to rely on any notice of any assignment or partial assignment of this Agreement and/or right to any Reimbursement Payments or any Additional Incentive Payments which the City receives from Owner.

## 7. NOTICES.

**7.1 Addresses**. Any notice, payment, demand, or communication required or permitted to be given to any Party pursuant to any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service which maintains delivery records and requires a signature upon receipt, addressed as follows:

| | |
|---|---|
| Notices to Day's: | Day's Family Market LLC<br>3121 N Canyon Rd<br>Provo, Utah 84604<br>Attn: Steven Day |
| Reimbursement Payments &<br>Additional Incentive Payment: | Day's Family Market, LLC<br>3121 N Canyon Rd<br>Provo, Utah 84604 |
| Notices to City: | City of Provo<br>351 West Center Street |

Provo, UT 84601
Attn.: Dixon Holmes

**7.2 Receipt**. Notices shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by any Party by written notice to the other Parties. For purposes of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this **Section 8** as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified by this **Section 7**, or (iii) in case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice or refusal or notice of non-delivery by the sending party.

## 8. MISCELLANEOUS.

**8.1 Attorneys' Fees**. If any Party to this Agreement commences a dispute resolution proceeding, whether litigation, arbitration, or otherwise, respecting any question between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof, the prevailing Party in such dispute resolution proceeding shall be entitled to the recovery of a reasonable attorneys' fee and all other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding. The term "dispute resolution proceeding" as used above shall be deemed to include appeals from a lower court judgment or arbitration award and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. For purposes of proceedings in the Federal Bankruptcy Court, the term "prevailing Party" as used above shall be deemed to mean the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt Party which are reasonably necessary to protect its rights.

**8.2 Governing Law**. This Agreement is intended to be performed in the State of Utah, and the laws of Utah shall govern the validity, construction, enforcement and interpretation of this Agreement.

**8.3 Amendments**. This Agreement may be amended or supplemented only by an instrument in writing executed by all of the Parties hereto.

**8.4 Invalid Provisions**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never composed a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

**8.5 Further Acts**. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such

further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

**8.6 Warranty Against Payment of Consideration for Agreement**. Day's represent and warrant that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to an City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

**8.7 Non-liability of City Officials and Employees**. No member, official, or employee of City shall be personally liable to Owner or any of their successors in interest, in the event of any default or breach by City, or for any amount which may become due to Owner or its successor, or on any obligation under the terms of this Agreement.

**8.8 Governmental Immunity**. Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to City under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

**8.9 No Relationship of Principal and Agent**. Nothing contained in this Agreement, nor any acts of the Parties or the City, the City planning director, the Planning Commission (or its designee), shall be deemed or construed to create the relationship of principal and agent, or of limited or general partnership, or of joint venture or of any other similar association between City and Owner.

**8.10 No Presumption**. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party.

**8.11 Captions**. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement.

**8.12 Non-Disclosure**. The Parties agree that the terms of this Agreement are confidential and constitute proprietary information of the respective Parties (collectively, the "**Information**"). Each of the Parties agrees that such Party, and its respective partners, members, managers, officers, directors, employees, advisors, consultants and attorneys, shall not disclose the Information to any other person without the prior written consent of the other Parties except pursuant to an order of a court of competent jurisdiction, or to the extent required as part of any statutory public approval process required for this Agreement and/or any Reimbursement Payments; provided, however, that any Party may disclose the Information to its lenders or

prospective lenders or the accountants who audit its financial statements or prepare its tax returns, to its constituent members, partners, shareholders, to its attorneys and consultants, to any prospective transferee of all or any portions of the Subject Lot, to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Agreement, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the term, "Information", shall not include information which, at the time it is disclosed and through no fault of any Party, is in the public domain or is available or becomes available to the general public. Notwithstanding anything to the contrary contained in this Agreement, City will release information required by Utah Code 63G-2-101 et seq, Government Records and Access Management Act.

**8.13 Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one Agreement. Any Party may effectuate the execution and delivery of this Agreement by sending a signed copy to the other Parties by email (with .pdf attachment) or other form of electronic transmission. Any document sent in the foregoing manner shall be deemed and treated in all respects as an original instrument bearing the original signature of the transmitting party.

*[this space intentionally left blank]*

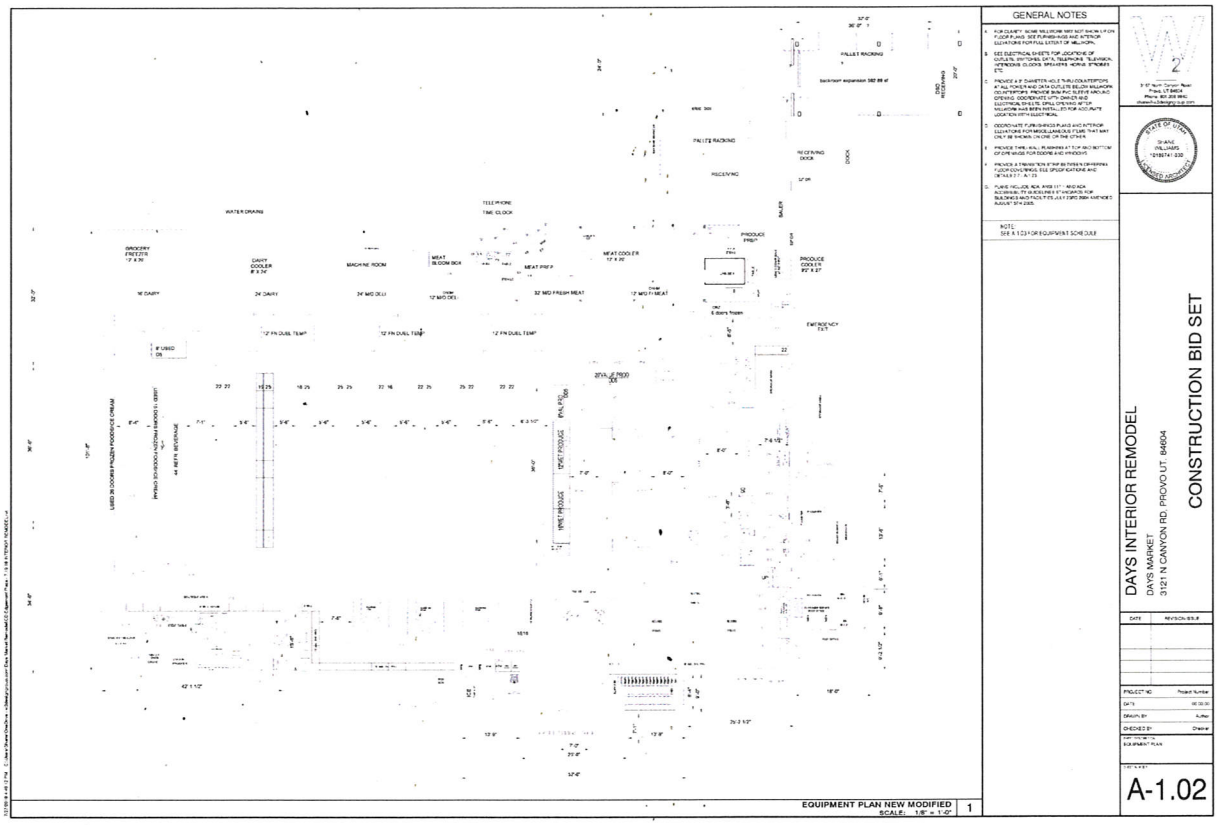
# EXHIBIT A

## Aerial Photo of the Subject Lot



# EXHIBIT B

Remodel Plans



## EXHIBIT C

### Breakdown of Owner's Estimated Costs

**Owners Shopping Center Sales Tax Participation Plan**

| | | |
|---|---|---|
| **City Approval Fees(estimated)** | **$ 100,000** | |
| **Construction, Demolition, Remodel Expenses** | **$1,300,000** | |
| **Total** | **$1,400,000** | |
| | | |
| | | |

## EXHIBIT D

## FORM OF OWNER'S ACTUAL COSTS CONFIRMATION AGREEMENT

## OWNER'S ACTUAL COSTS CONFIRMATION AGREEMENT

This Owner's Actual Costs Confirmation Agreement ("**Confirmation Agreement**") is entered into as of _____, 20__ , by and between the City of Provo ("**City**"), Day's Family Market, LLC, a Utah limited liability company ("**Day's**") ("**Owner"**), pursuant to Section 1.5 of that certain Participation and Reimbursement Agreement, dated_____, 2018 ("**Reimbursement Agreement**").

City, and Day's, hereby acknowledge and agree that the amount of the Owner's Actual Costs (as defined in Section 1.5 of the Reimbursement Agreement) is _____ and ___/100ths Dollars ($_____.___), including City Approval Fees (as defined in Section 1.3 of the Reimbursement Agreement) paid through the Commencement Date (defined in Section 1.4 of the Reimbursement Agreement) totaling _____ and ___/100ths Dollars ($_____.___).

This Confirmation Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one Confirmation Agreement. Any party may effectuate the execution and delivery of this Confirmation Agreement by sending a signed copy to the other parties by email (with .pdf attachment) or other form of electronic transmission. Any document sent in the foregoing manner shall be deemed and treated in all respects as an original instrument bearing the original signature of the transmitting party.

*[this space intentionally left blank – signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Confirmation Agreement as of the date first above written.

Attest: Amanda Ercanbrack
Provo City Recorder, 21-Mar-2019

**CITY OF PROVO**

By: _____

Name: Michelle Kaufusi

Its: Mayor

**"CITY"**

Day's Family Market, LLC

By: _____

Name: Steven L Day

Its: Prisident

**"Day's"**

Signature Page of Day's Family Market, LLC to
Participation and Reimbursement Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

**Day's Family Market, LLC,**
a Utah limited liability corporation

By: _____
Name: Steven Day
Title: President

"**Day's**"

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 3.18.19 by Steven Day President Day's Family Market, LLC.

Witness my hand and official seal

(Seal)

WHITNEY MATHWIG
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 699629
COMM. EXP. 03-21-2022

_____
Notary Public

**CITY OF PROVO**

By: _____
Name: Michelle Kaufusi, Mayor

PROVO CITY SEAL
INDUSTRY AND COMMERCE
UTAH COUNTY, UTAH

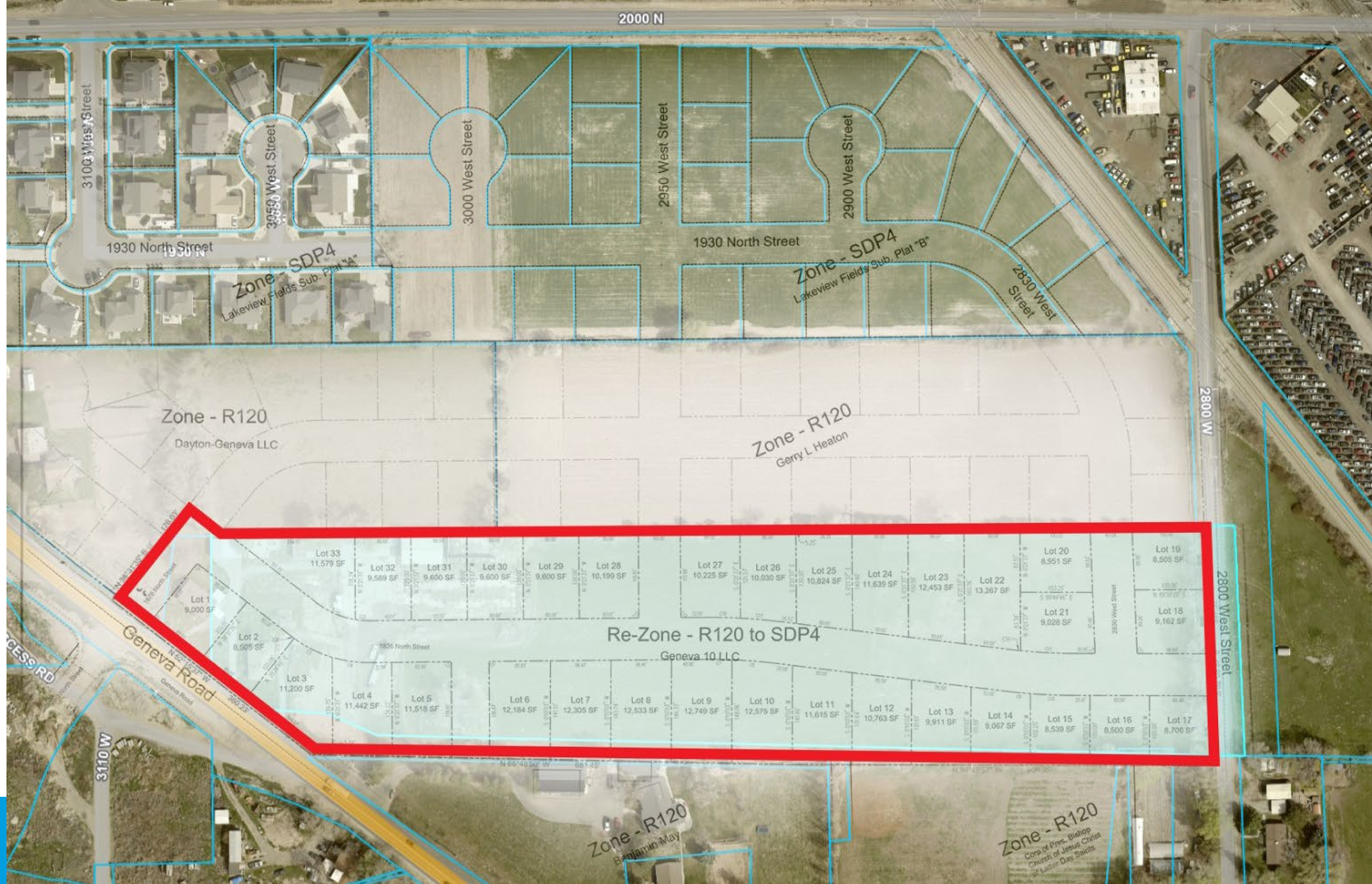
Attest:

By _____

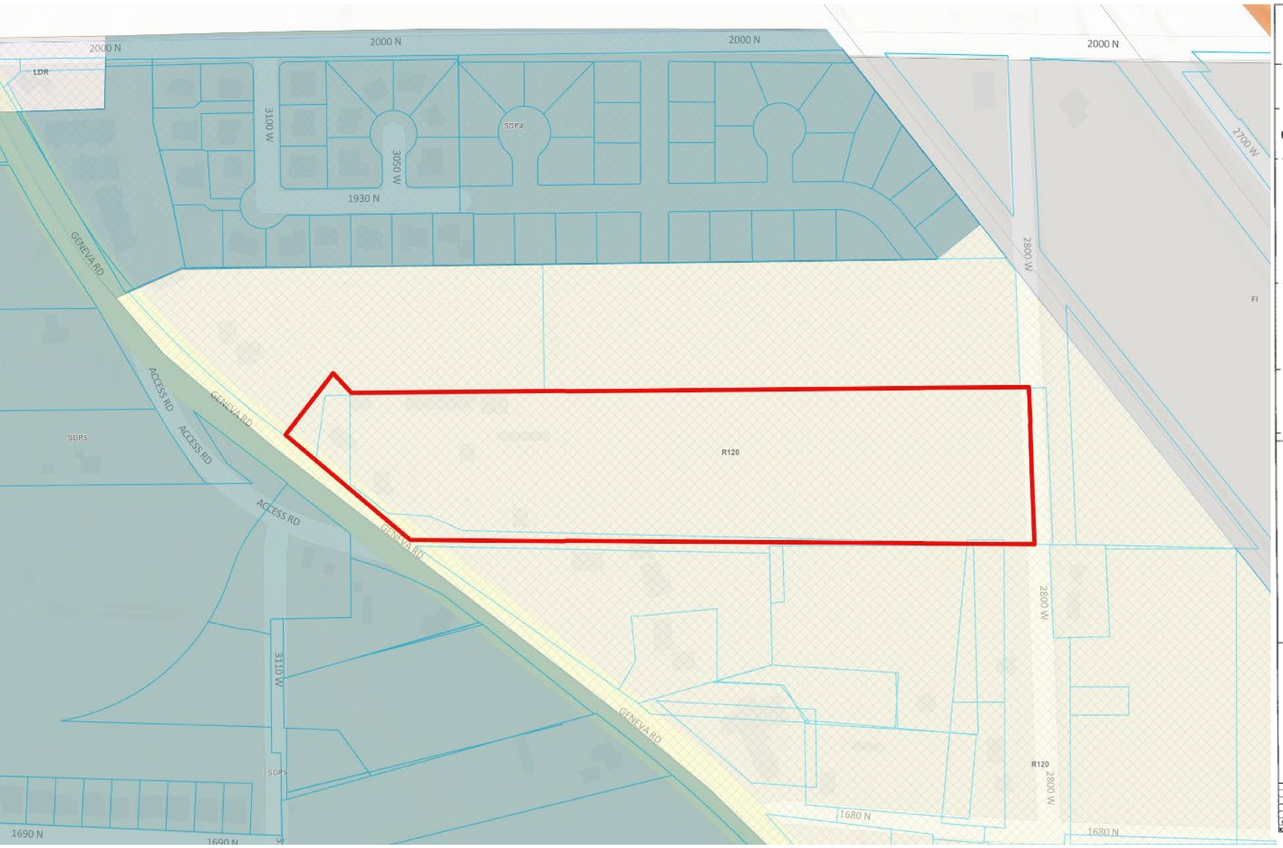
# 1804 N. Geneva Rd.



# Proposed Subdivision Layout



# Existing Zoning Map




# General Plan Map - Appendix N



# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

| | |
|---|---|
| **Submitter:** | DWRIGHT |
| **Presenter:** | Dustin Wright, City Planner |
| **Department:** | Development Services |
| **Meeting Date:** | 8/11/2026 |
| **Requested Duration (Minutes):** | 5 minutes |
| **CityView or Issue File Number:** | PLRZ20260092 |

**SUBJECT:** 9 An ordinance amending the zone map classification of real property, generally located at 1804 North Geneva Road, from the one-family residential zone to the specific development plan - Lakeview Fields zone. Lakeview North. (PLRZ20260092)

**ADMINISTRATIVE RECOMMENDATION:** Planning Commission Recommended Approval with a condition to add pedestrian access to the property to the south.

**ADMINISTRATIVE MEMO:** The property is currently zoned for single-family, but the R1.20 zone requires a minimum 20,000 square foot lot size. The applicant would like to develop smaller single-family lots on this large plot of land, and this is why he is looking to have the property rezoned.
The proposed SDP4 (Lakeview Fields) zone was created for this area and is included in the General Plan Appendix N / C-5.

**FISCAL IMPACT:** N/A

**COUNCIL STAFF MEMO:**

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 1804 NORTH GENEVA ROAD, FROM THE ONE-FAMILY RESIDENTIAL (R1.20) ZONE TO THE SPECIFIC DEVELOPMENT PLAN (SDP4) ZONE. LAKEVIEW NORTH NEIGHBORHOOD. (PLRZ20260092)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 10.81 acres of real property, generally located at 1804 N. Geneva Road (an approximation of which is shown in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the One-family Residential (R1.20) Zone to the Specific Development Plan – Lakeview Fields (SDP4) Zone;

On June 24, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval with conditions** of the proposal to the Municipal Council by a 7:0 vote;

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

On August 11, 2026, 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, and having considered the impact of the proposed ordinance on family health, stability, and formation, 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 One-family Residential (R1.20) Zone to the Specific Development Plan – Lakeview Fields (SDP4) Zone for the real property described in this ordinance.

PART II:

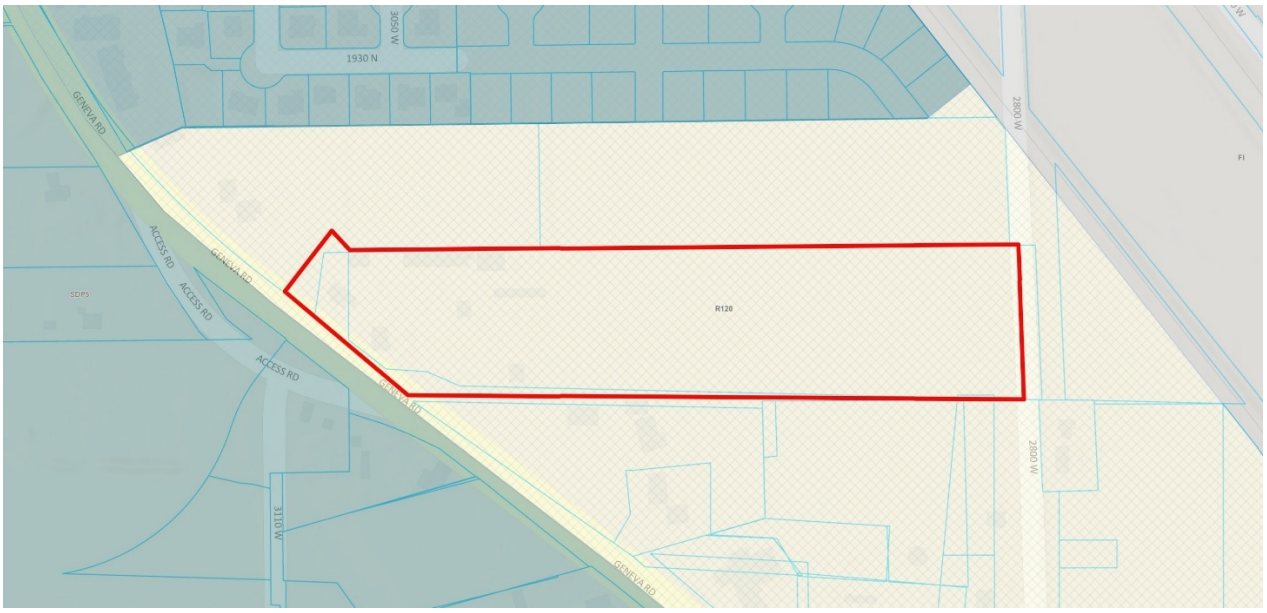
A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially 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 the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

# Exhibit A


1930 N
3050 W
GENEVA RD
ACCESS RD
ACCESS RD
ACCESS RD
GENEVA RD
GENEVA RD
GENEVA RD
R120
2800 W
3100 W

# Exhibit B

Legal Description:
Commencing at a point located South 00°36’37” East along the Section line 873.34 feet and East 72.93 feet from the Northwest corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 08°54’00” East 125.95 feet;  thence North 89°26’23” East 915.35 feet; thence North 89°38’23” East 581.70 feet; thence South 02°08’37” East 337.32 feet; thence North 89°49’57” West 609.85 feet; North 88°48’50” West 681.48 feet; North 52°15’37” West 300.86 feet, to the point of beginning.

AREA=471,092 sq. ft. or 10.81 acres

Provo City Planning Commission

# Report of Action

June 24, 2026

***ITEM 1** R. Jay Henrie requests approval of a Zone Map Amendment from the R1.20 (One-Family Residential) Zone to the SDP4 (Lakeview Fields) Zone in order to create a 33-lot single-family subdivision, located at 1804 N Geneva Road. Lakeview North Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20260092

The following action was taken by the Planning Commission on the above described item at its regular meeting of June 24, 2026:

## RECOMMENDED APPROVAL WITH CONDITIONS

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

Conditions of Approval:

1. That a pedestrian access to the property to the south for future access to the church property near lot 11 is added to the site layout.

Motion By: Lisa Jensen
Second By: Melissa Kendall
Votes in Favor of Motion: Lisa Jensen, Melissa Kendall, Anne Allen, Jon Lyons, Jonathon Hill, Joel Temple, Matt Wheelwright
*Matt Wheelwright 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 SDP4 (Lakeview Fields) Zone is described in the attached Exhibit A.

**APPROVED/RECOMMENDED OCCUPANCY**

- 33-35 Total Units
- Type of occupancy approved: Family

**DEVELOPMENT AGREEMENT**

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

**STAFF PRESENTATION**

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

**CITY DEPARTMENTAL ISSUES**

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

**NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 05/06/2026.

**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:

- Neighbors or other interested parties did not address the Planning Commission.

**APPLICANT RESPONSE**

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

- They have owned the property for about 6 years and did come in the past asking for townhomes, and that was not approved by the city. They have gone back to this layout that is part of the General Plan.
- The property to the northwest will be coming before the city in the coming weeks.
- The property to the southwest will remain as is and don't want to have the stub road provided to them.

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- The reason for the SDP4 request instead of the R1.8 zone is because of the General Plan designation and the existing zoning to the north and the anticipated intervening zone being SDP4.
- The city has seen a lot of townhome applications in recent years and recognized the need for affordable housing. There is also a need for single-family lots of this size, as we have not seen as much of this development type.
- The stub road may help reduce future trips on Geneva. It would help pedestrian walkability to have a stub or pedestrian access to the south. Public Works will look into the option to have a potential access for future use.

Planning Commission Chair

Director of Development Services

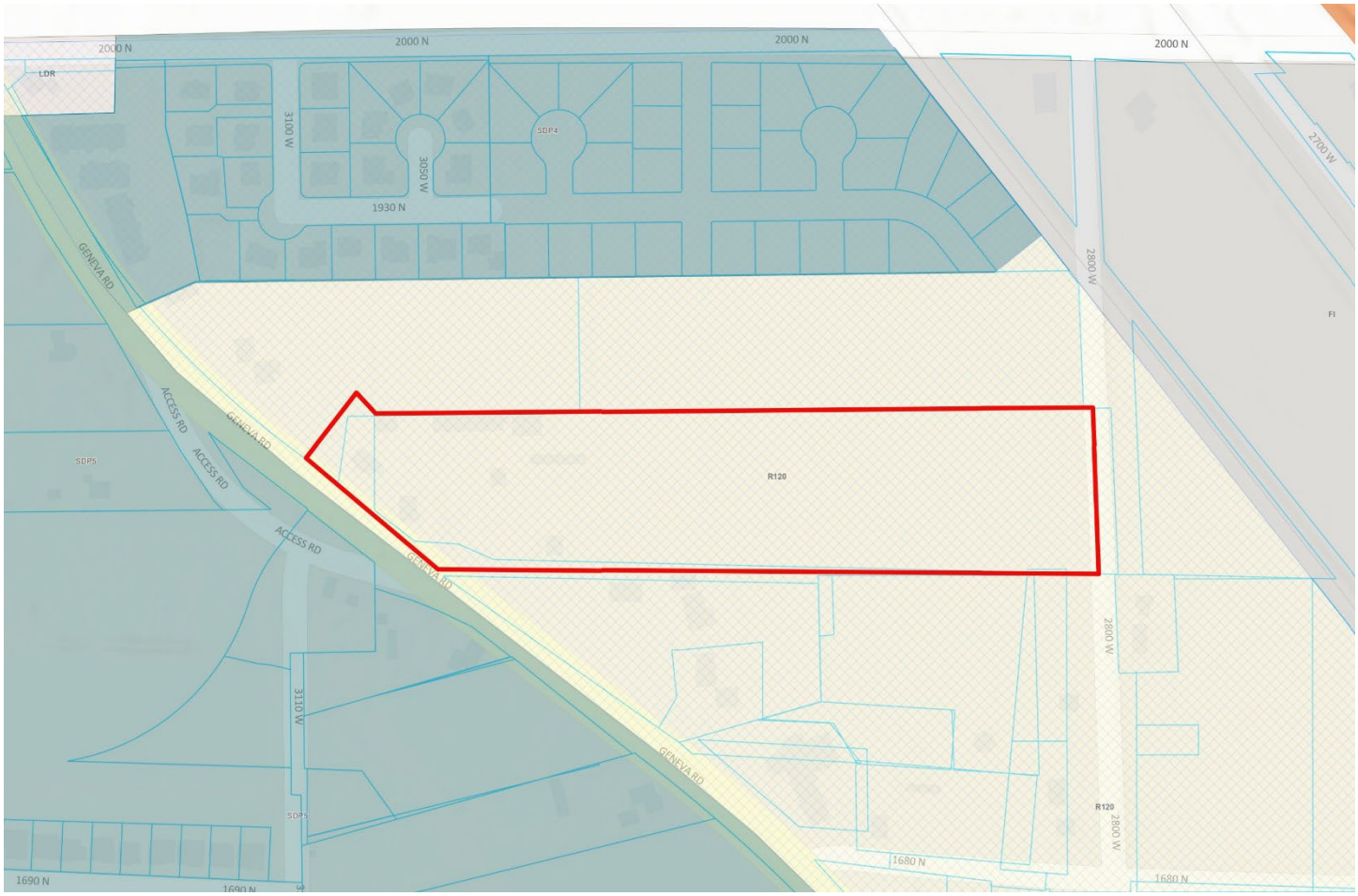
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ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




Legal Description:
Commencing at a point located South 00°36’37” East along the Section line 873.34 feet and East 72.93 feet from the Northwest corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 08°54’00” East 125.95 feet; thence North 89°26’23” East 915.35 feet; thence North 89°38’23” East 581.70 feet; thence South 02°08’37” East 337.32 feet; thence North 89°49’57” West 609.85 feet; North 88°48’50” West 681.48 feet; North 52°15’37” West 300.86 feet, to the point of beginning.

AREA=471,092 sq. ft. or 10.81 acres

DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report
# Hearing Date: June 24, 2026

***ITEM 1** R. Jay Henrie requests approval of a Zone Map Amendment from the R1.20 (One-Family Residential) Zone to the SDP4 (Lakeview Fields) Zone in order to create a 33-lot single-family subdivision, located at 1804 N Geneva Road. Lakeview North Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20260092

| | |
|---|---|
| **APPLICANT:** | R. Jay Henrie |
| **PROPERTY OWNER:** | GENEVA 10 LLC, |
| **PARCEL ID:** | 19:046:0018, 19:046:0046 |
| **ACREAGE:** | 10.81 |
| **CURRENT LEGAL USE:** | Single-family Residential |
| **GENERAL PLAN DESIGNATION:** | Map: Mixed-use<br>General Plan Appendix N / C-5: SDP Residential |
| **CURRENT ZONE:** | R1.20 - Single-family Residential |
| **PROPOSED ZONE:** | SDP4 - Lakeview Fields |
| **APPLICATION TYPE:** | Legislative Decision – Planning Commission will make a recommendation to the City Council. |

## NEIGHBORHOOD FEEDBACK

The West District meeting was held on May 6, 2026, and this item was presented.

Residents had concerns about twin homes in this area, and it was confirmed that there would only be 2,500-3,000 square foot single-family homes. These homes would be without basements due to the high-water table.

## PROJECT SUMMARY

The applicant has submitted this zone map amendment request along with a preliminary plat application showing how the property would be subdivided into single-family, residential lots if the rezone is approved. The property is currently zoned for single-family, but the R1.20 zone requires a minimum 20,000 square foot lot size. The applicant would like to develop smaller single-family lots on this large plot of land, and this is why he is looking to have the property rezoned.

The proposed SDP4 (Lakeview Fields) zone was created for this area and is included in the General Plan Appendix N / C-5. While the General Plan Map designates this area as mixed-use broadly, the appendix provides more detailed information for the development of this specific area. This area is identified, in the appendix, as a location that should be developed as a Specific Development Plan. The Specific Development Plan 4 (SDP4) ordinance was created as a result. The SDP4 zone has been applied to property along 2000 N. There is a parcel, just north of this site, that has also recently applied for rezone to SDP4 too.

The preliminary plat originally showed 35 proposed lots and was reduced to 33 lots to comply with minimum lot size standards of 8,500 square feet in the proposed zone. There is a proposed stub street that would provide future access to the street network for the adjacent property to the south. The property owner to the south has indicated that this stub street, that would potentially benefit him in the future if he desired to subdivide his property, was not desired; so, this stub may be removed with the final plat submittal.

Staff have reviewed the preliminary plat and found that it would be able to comply with minimum lot standards and requirements with the proposed zone if approved.

Single-family subdivisions are an administrative approval by staff, therefore, there is no concept plan or subdivision approval before the Planning Commission.

## STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

**Applicant Response:**
We are requesting a zone change to allow development of an attractive and affordable single-family home community within the neighborhood.
**Staff Response:**
The proposed rezone would allow for the property to develop into a single-family residential subdivision and is consistent with zoning anticipated in the General Plan.
**FINDING:** Complies

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

**Applicant Response:**
Our proposed rezone and concept plan is consistent with the lot size, layout, and design of the “Lake View Fields Specific Development Plan”, Appendix C-5 of the Provo City General Plan.
**Staff Response:**
This zone map amendment would allow for a change that is specifically called for in the General Plan.
**FINDING:** Complies

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

**Applicant Response:**
Our proposed rezone and concept plan is consistent with the lot size, layout, and design of the “Lake View Fields Specific Development Plan”, Appendix C-5 of the Provo City General Plan.
**Staff Response:**
Appendix N / C-5 in the General Plan shows that a resolution was adopted to amend the

land use policies to allow for this site to be developed as a single-family subdivision with the SDP4 zone.
**FINDING:** Complies

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

**Applicant Response:**
N/A
**Staff Response:**
No timing and sequence issues.
**FINDING:** Complies

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

**Applicant Response:**
N/A
**Staff Response:**
What is being proposed aligns with the General Plan and therefore, would not hinder attaining its policies.
**FINDING:** Complies.

(f) Adverse impacts on adjacent landowners; and

**Applicant Response:**
N/A
**Staff Response:**
The applicant has been working with adjacent property owners to develop the site and has received permission from property owners to the north to use a portion of their land to create an entrance into the new subdivision as this will benefit both. He has offered to provide access to adjacent properties so they will be able to develop in the future.
**FINDING:** Complies

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

**Applicant Response:**
N/A
**Staff Response:**
The property is zoned correctly, and the General Plan has a specific outline for this property.
**FINDING:** Complies

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

**Applicant Response:**
N/A
**Staff Response:**
The General Plan map designates this area as mixed-use generally and the appendix further defines this specific area as being single-family residential.
**FINDING:** Complies

## APPLICABLE ZONING CODES

Provo City Code 14.49D - SDP-4 - LAKEVIEW FIELDS SPECIFIC DEVELOPMENT PLAN
https://provo.municipal.codes/Code/14.49D

## POSSIBLE MOTIONS AND FINDINGS

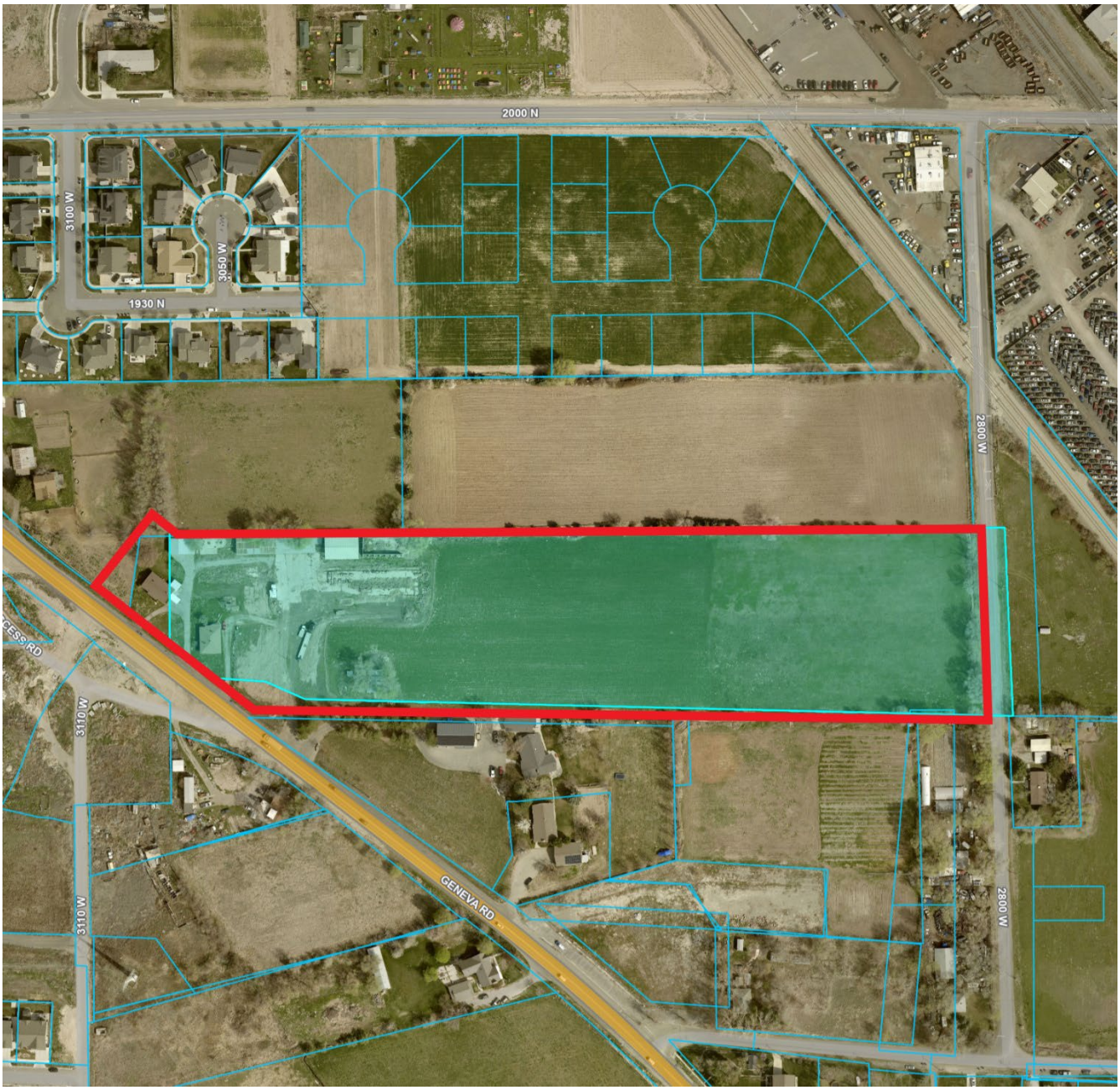
The Planning Commission may make any of the following findings:

1. **Recommend Approval**: Finding that the proposal is consistent with the General Plan. Move to recommend approval of the proposed zone map amendment from the R1.20 zone to the SDP4 zone to the Municipal Council.
2. **Recommend Denial**: Finding that the proposal is not consistent with the General Plan. Move to recommend denial of the proposed zone map amendment from the R1.20 zone to the SDP4 zone to the Municipal Council.
3. **Continue**: New information presented at the public hearing or additional study needs to be done. Move to continue the proposed zone map amendment from the R1.20 zone to the SDP4 zone.

## ATTACHMENTS

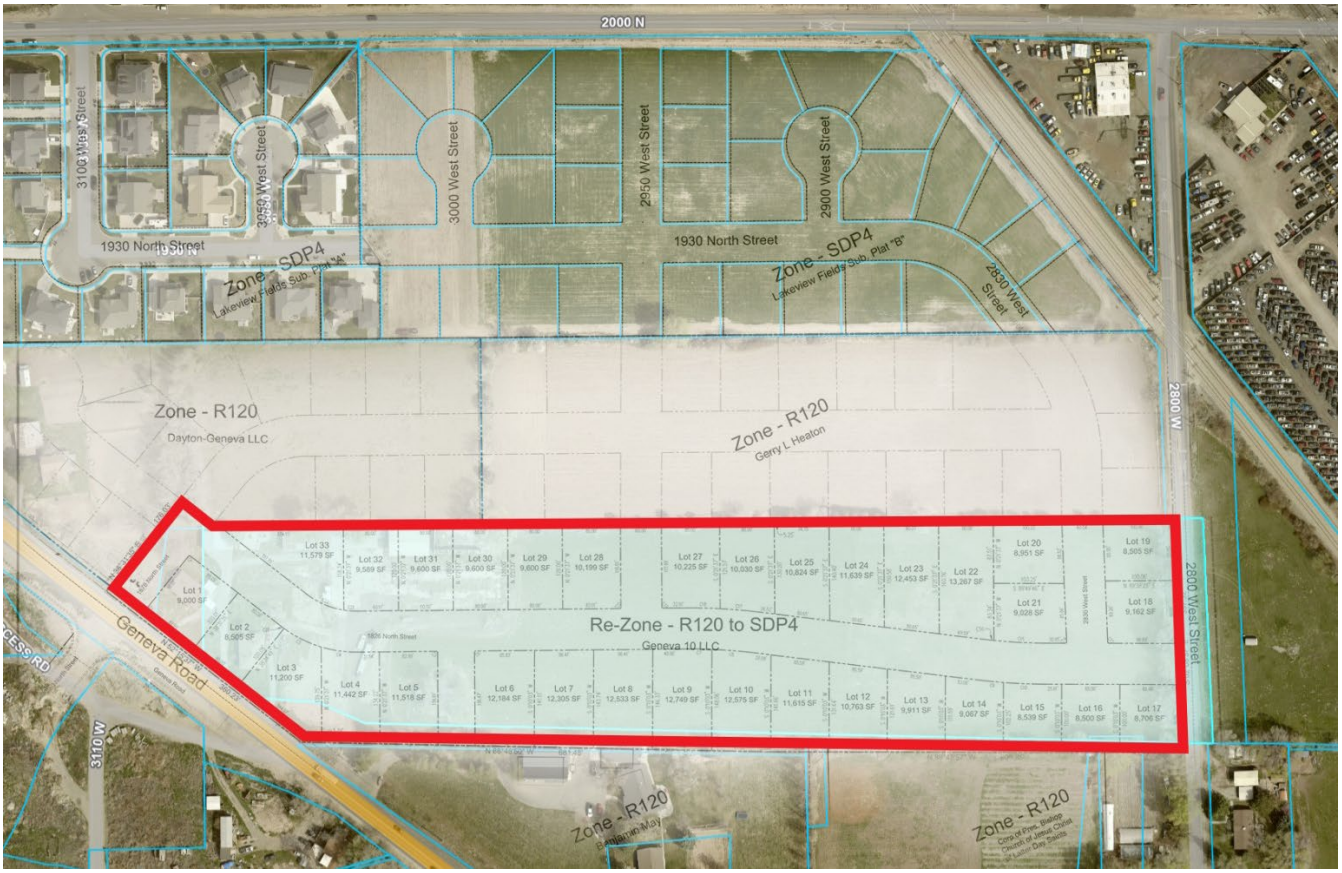
1. Location of Proposed Zone Map Amendment – 1804 N. Geneva Rd.
2. Preliminary Plat
3. Existing Zoning Map
4. General Plan, Appendix N, Map
5. Neighborhood/District Meeting Minutes

# ATTACHMENT 1 - LOCATION OF PROPOSED ZONE MAP AMENDMENT – 1804 N. GENEVA RD.

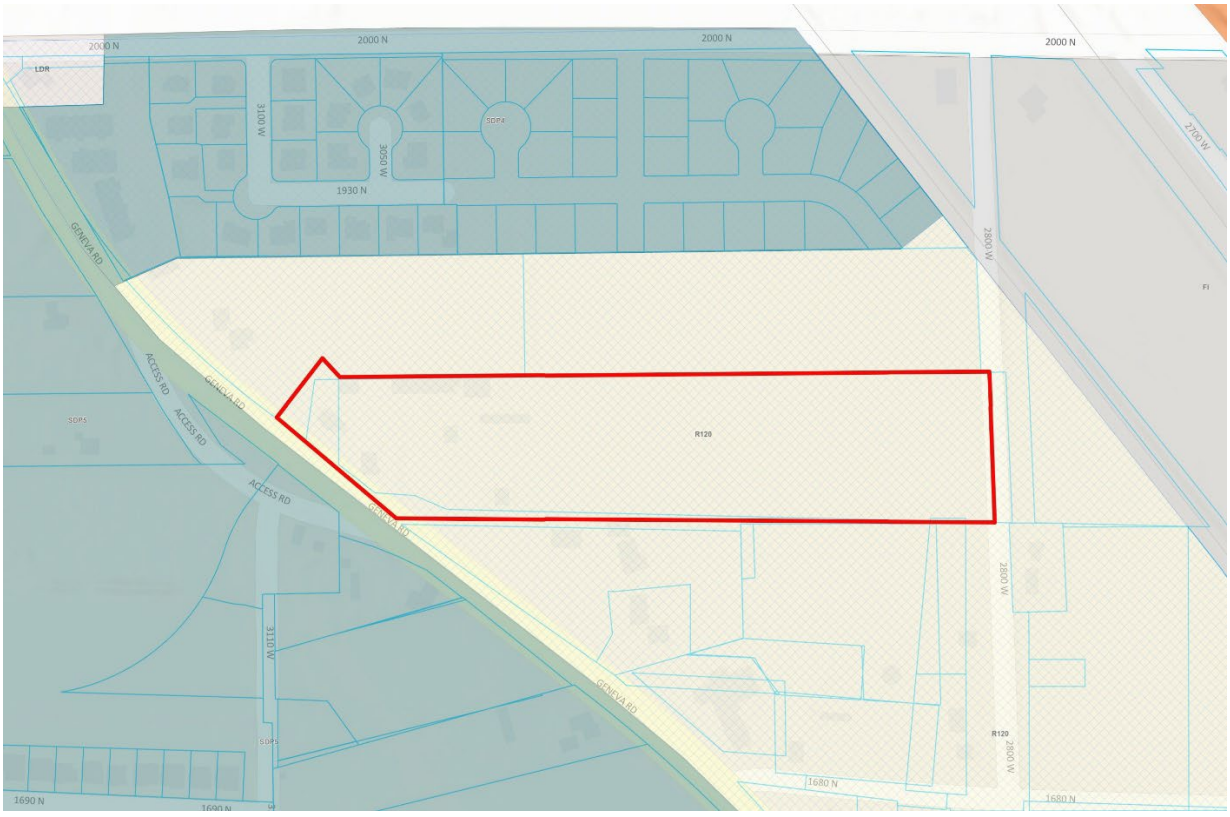


# ATTACHMENT 2 – PRELIMINARY PLAT

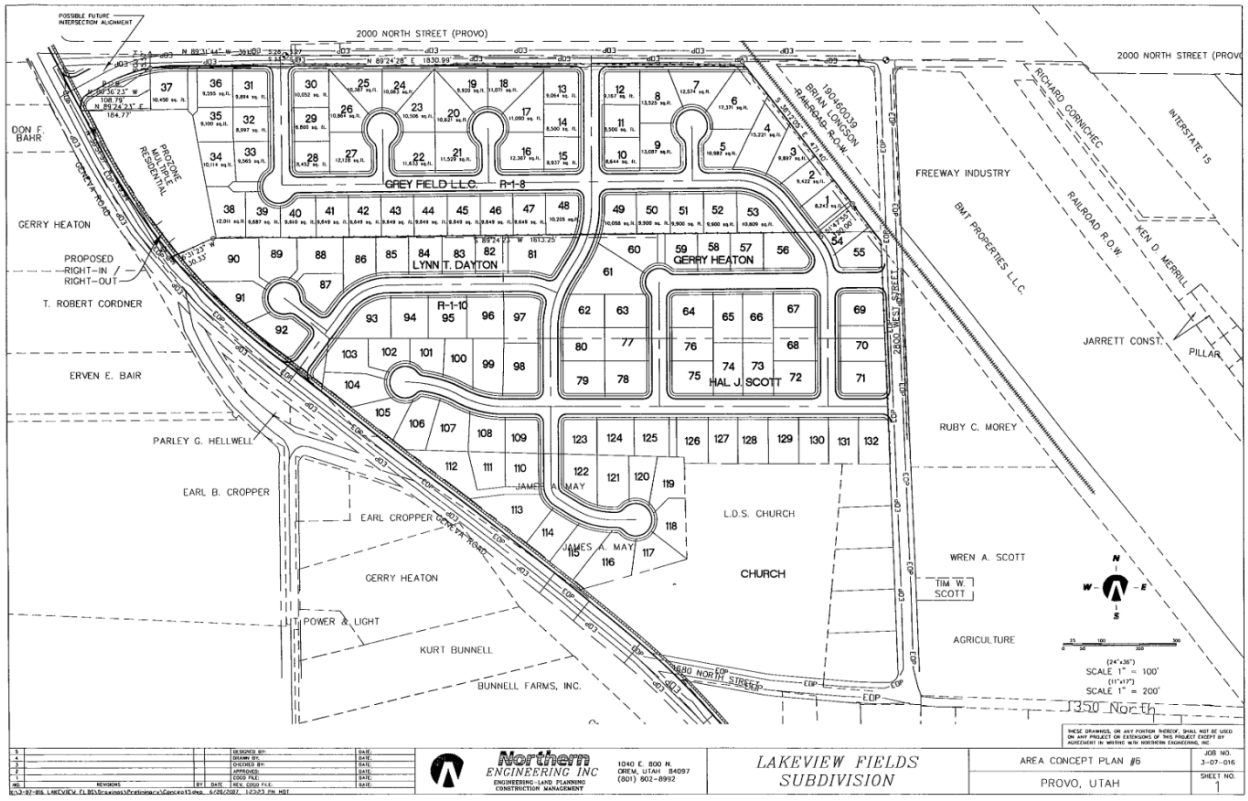


# ATTACHMENT 3 - EXISTING ZONING MAP



# ATTACHMENT 4 - GENERAL PLAN, APPENDIX N, MAP



# ATTACHMENT 5 - NEIGHBORHOOD/DISTRICT MEETING MINUTES

## Presentation on a Proposed Zone Change from R1.20 (One-Family Residential) to SDP4 (Lakeview Fields) to Create a 35-Lot Single-Family Subdivision at 1804 North Geneva Road in the Lakeview North Neighborhood

Developer R. Jay Henrie presented a proposal to rezone an approximately 11-acre parcel at 1804 North Geneva Road from R1.20 to SDP4 (Lakeview Fields) to develop a single-family subdivision. Henrie noted that the property is co-owned with an adjacent parcel owner and that he has resided in the general area for approximately 40 years.

Henrie explained that the Provo City General Plan from 2007 has long identified this area for single-family residential development, consistent with the SDP4 zone that governs neighboring subdivisions already under development. He noted that approximately three and a half years ago, a prior proposal for twin-home development with a neighborhood park and pickleball amenities was submitted to the Planning Commission and City Council but was not approved. Since that time, Henrie stated that the project was delayed pending utility infrastructure improvements, which have since been completed with assistance from nearby development activity.

The current proposal, submitted to the city in late February, calls for 32 single-family lots, reduced from an initial proposal of 35 lots in response to city feedback requiring increased lot sizes. Henrie described the lots as generous in dimension, with most approximately 84 to 85 feet wide and varying in depth. He indicated that the proposed lots are comparable in size to those in adjacent phases of nearby development, and in some cases slightly larger.

Henrie noted that the site plan has been designed to accommodate potential future access for neighboring properties that may eventually subdivide, including stub roads to adjacent parcels. He stated that a geotech study is nearing completion and that resubmission to the city is anticipated within the following week. Henrie expressed hope that the project could advance to the Planning Commission and City Council within the following one to two months.

Resident concerns:

- Twin homes or single-family homes? Henrie confirmed that the proposed homes are intended to be single-family detached residences—not twin homes as in the prior proposal.
- Size and price of homes? Henrie indicated that his son, a general contractor, intends to build the homes, with plans targeting approximately 2,500 to 3,000 square feet in size and an estimated price range around $700,000. He noted that basements are unlikely due to high water table conditions.
- Will there be an HOA? Henrie stated that one would only be formed if a detention basin requiring shared maintenance were required. He noted that an HOA is not otherwise planned.
- What is the SDP4 Zone? Planning staff was not at the meeting, but a West District Board Member stated that the SDP4 is a special zone established specifically for the Lakeview Fields area, running roughly from 1600 North to 2000 North, and that

it includes a minimum lot size requirement of approximately 8,500 square feet.

*Later answer from city planner: Provo City Code 14.49D creates the SDP-4 Lakeview Fields Specific Development Plan Overlay Zone for the area east of Geneva Road between 1680 North and 2000 North. It allows a mostly residential development with single-family detached homes as the main housing type, plus a limited amount of multi-family housing near 2000 North and Geneva Road. The code sets detailed rules for lot size, width, setbacks, building height, parking, landscaping, fencing, architectural design, detention basin maintenance, and homeowner/property owner association responsibilities. It also limits the multi-family portion to 44 units, requires larger single-family homes with two-car garages, and restricts occupancy to family occupancy, with multi-family units limited to no more than three unrelated individuals.*

City staff noted that the project is in the review phase and that the proposal presented may differ from what is ultimately submitted to the Planning Commission and City Council. Attendees were informed that public hearings will be scheduled and noticed via postcard to nearby property owners, a white sign posted at the property, and the West District webpage. Neighborhood Representatives were noted as expected to present at the Planning Commission hearing as well.

# 313 E 200 N



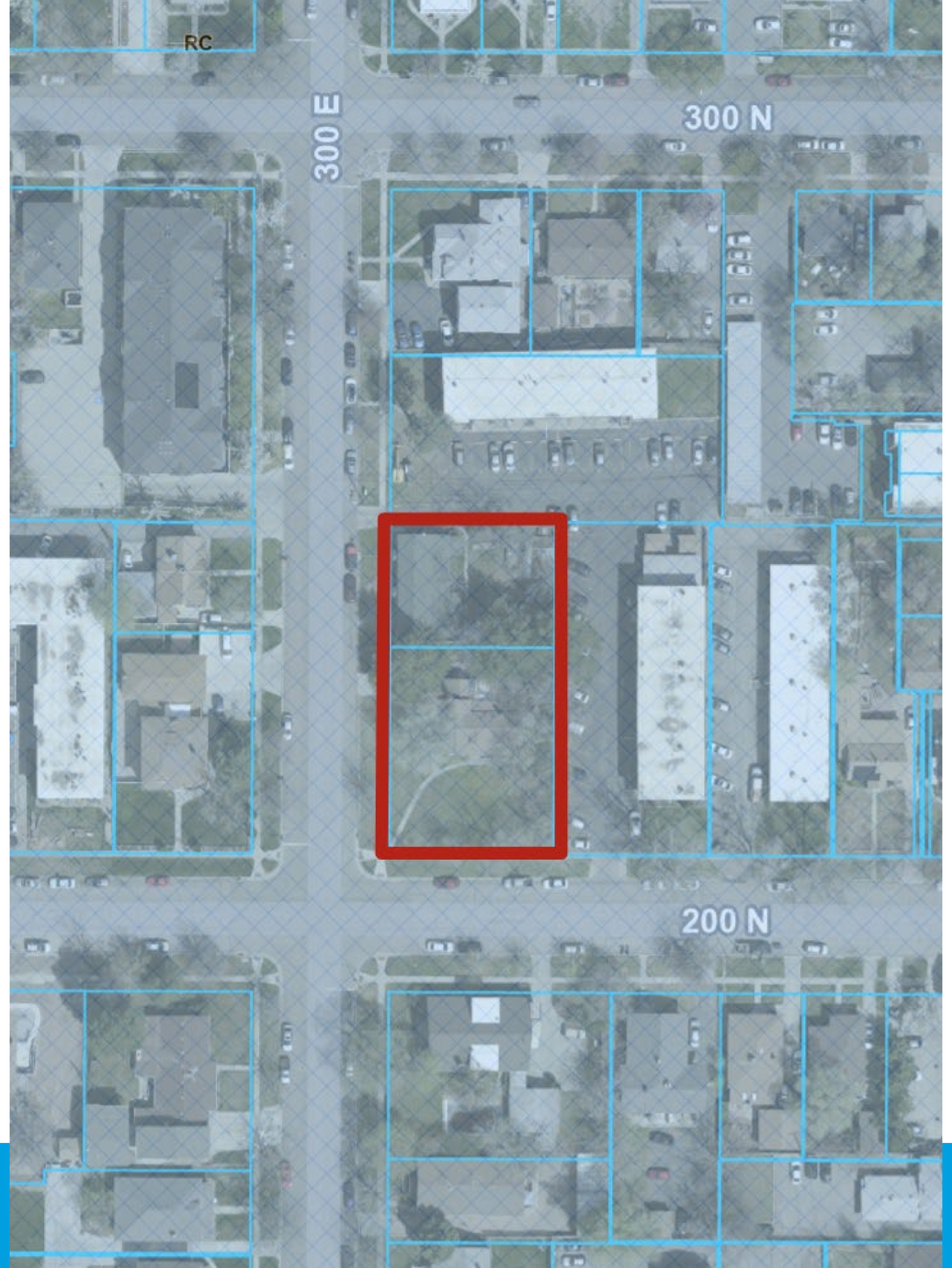
# Zoning

Existing:
Residential Conservation (RC) Zone

- Does not allow new units or lots

Requesting:
High Density Residential (HDR) Zone

- Allows 50 units/acre
- Proposing 27 units/acre



# Joaquin
## Neighborhood Plan

provo



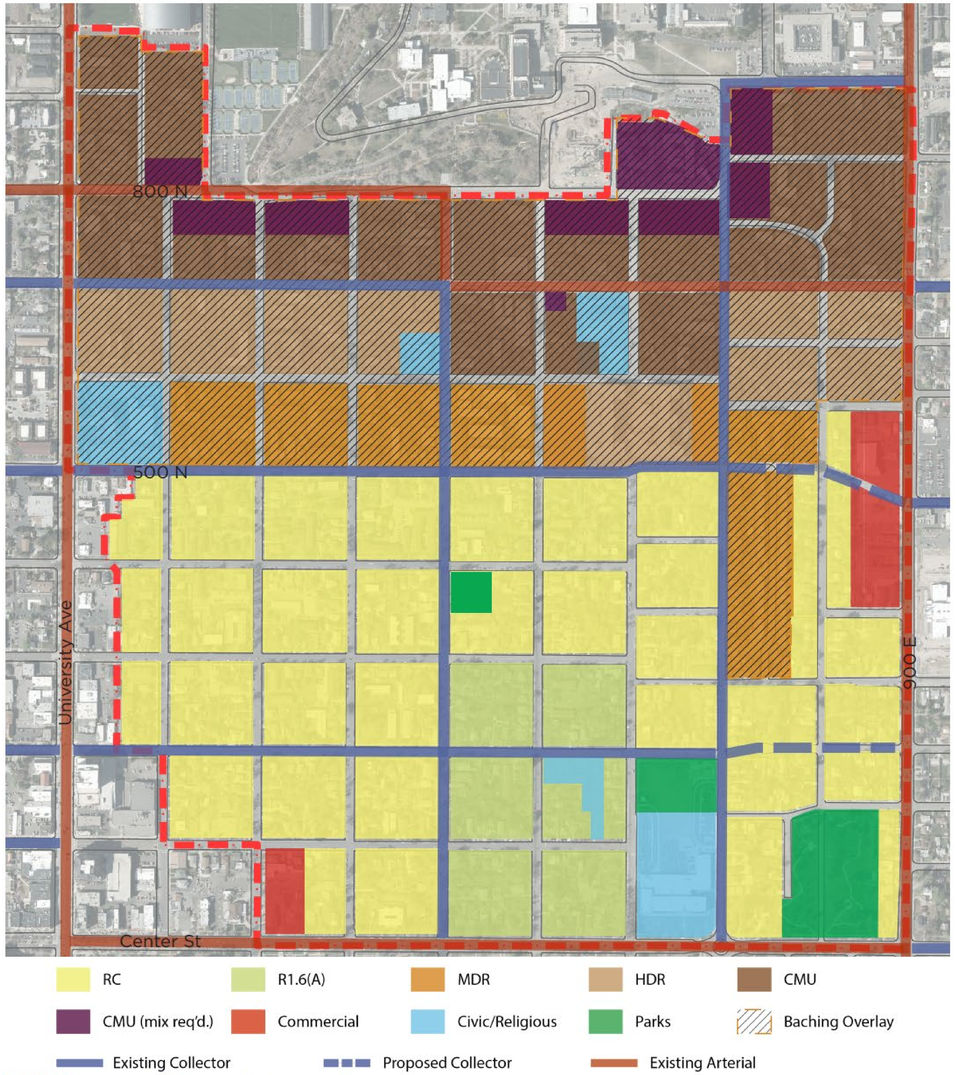
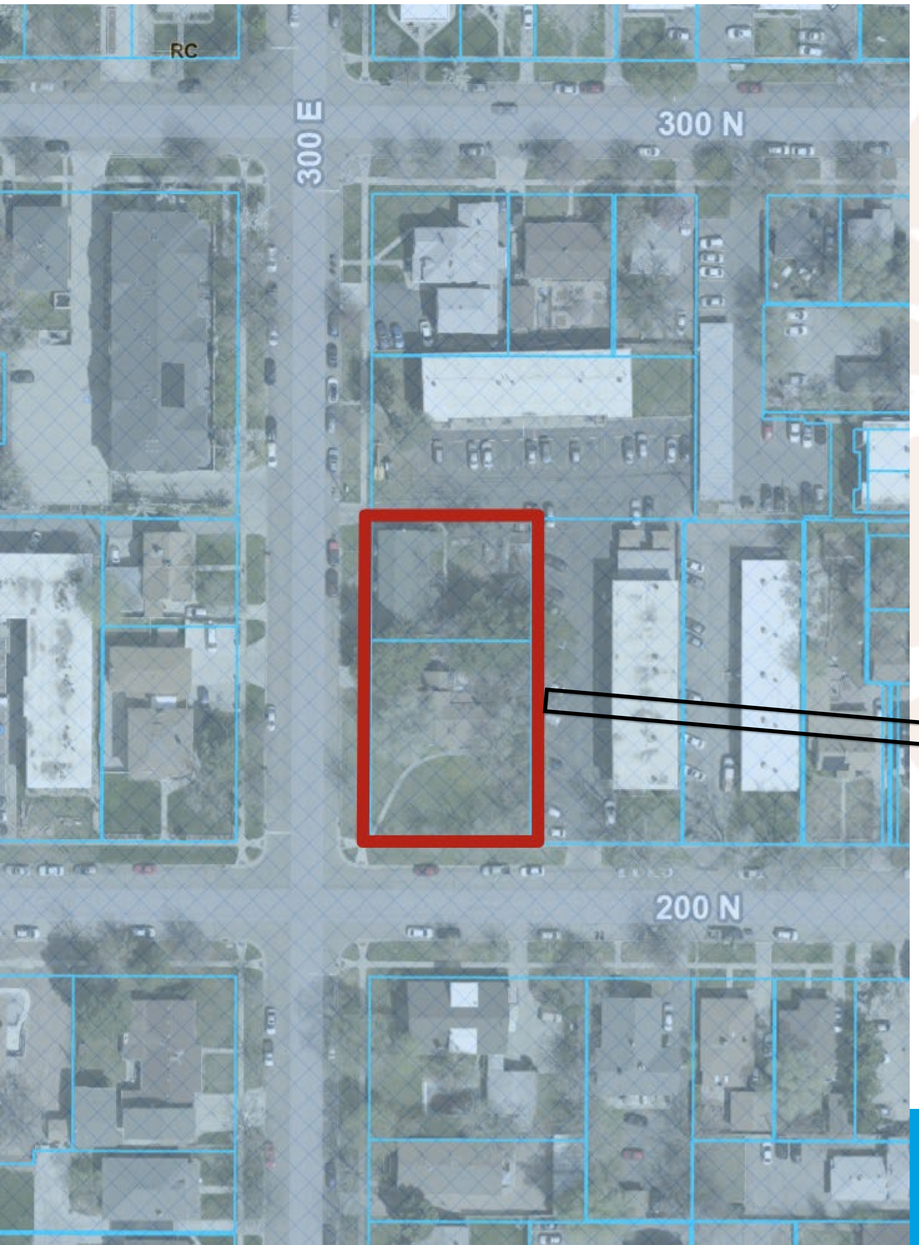



Figure 3.3 - Joaquin Neighborhood Future Land Use

# Zoning




# Future Land Use Map

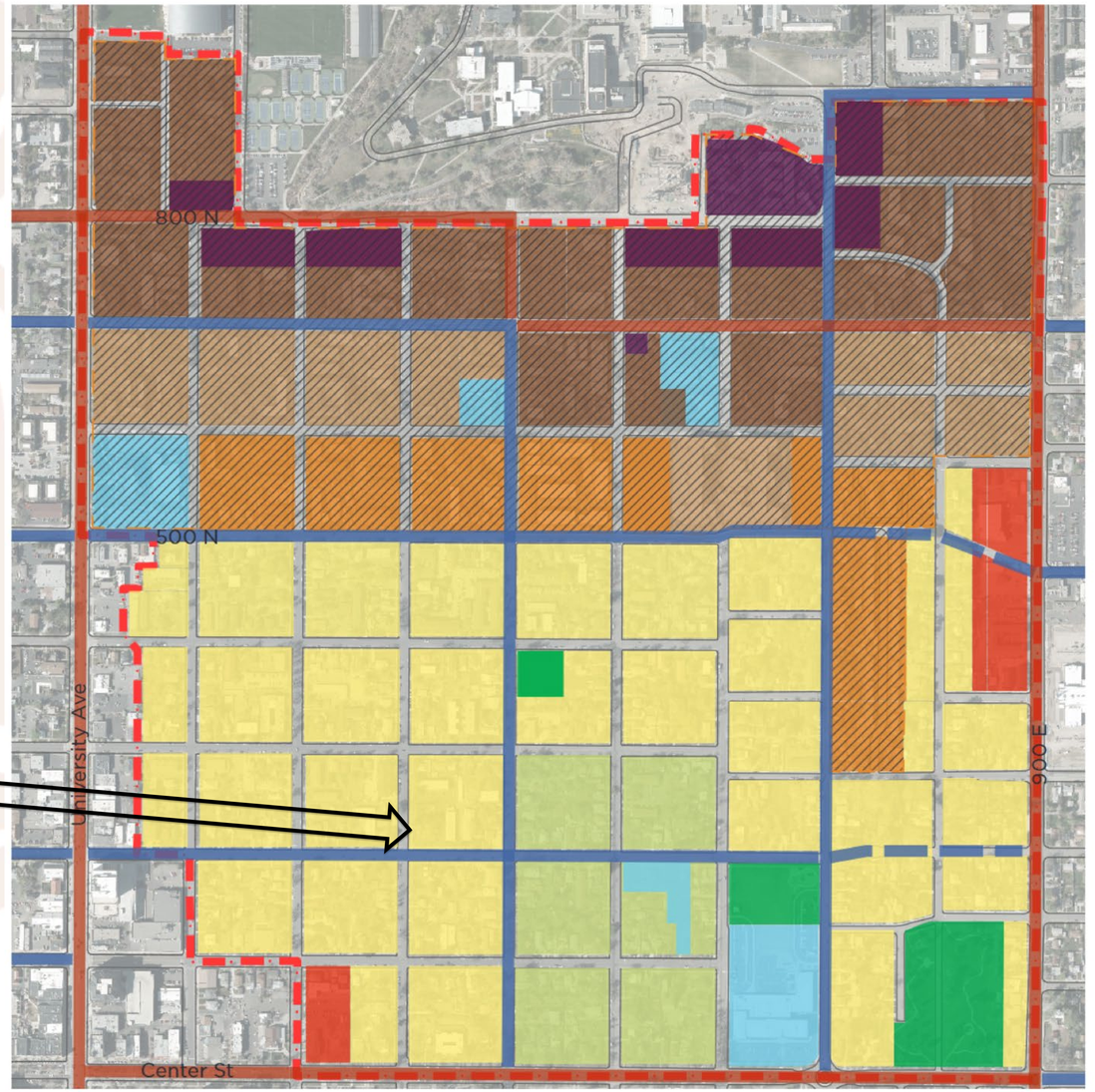
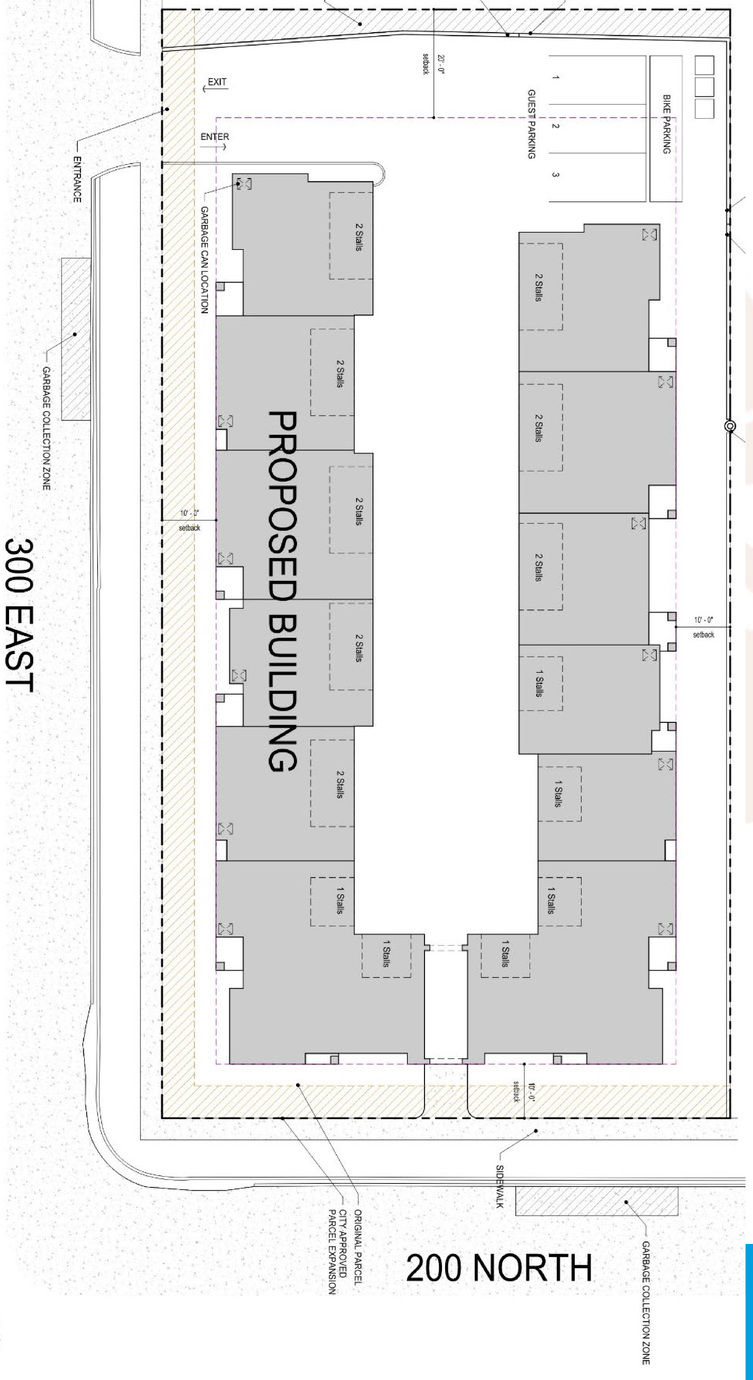



Figure 3.3 - Joaquin Neighborhood Future Land Use

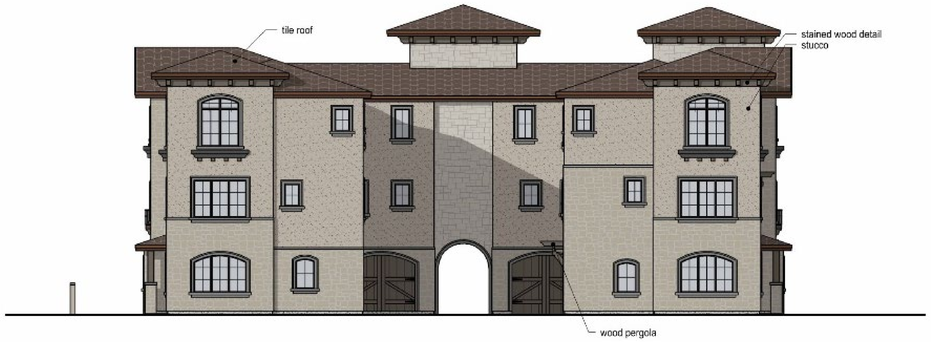
# Concept Plan



# Elevations




WEST ELEVATION




NORTH ELEVATION




EAST ELEVATION




SOUTH ELEVATION

# PROVO MUNICIPAL COUNCIL WORK SESSION STAFF REPORT

**Submitter:** DWRIGHT
**Presenter:** Dustin Wright, City Planner
**Department:** Development Services
**Meeting Date:** 8/11/2026
**Requested Duration (Minutes):** 10 minutes
**CityView or Issue File Number:** PLRZ20250330

**SUBJECT:** 8 An ordinance amending the zone map classification of real property, generally located at 313 E 200 N, from the residential conservation (RC) zone to the high density residential (HDR) zone. Joaquin Neighborhood. (PLRZ20250330)

**ADMINISTRATIVE RECOMMENDATION:** Planning Commission recommended denial.

**ADMINISTRATIVE MEMO:** Zone map amendment for property located at approximately 313 E. 200 N. to allow for the property to be developed for 12 new townhome units. The property is currently zoned as Residential Conservation (RC). This zone does not allow new units to be created, and this is why the applicant is seeking a rezone. The applicant is looking for the property to be rezoned to the High Density Residential (HDR) zone to allow for the proposed development as this zone has the needed setbacks for the proposed development to work.
The future land use designation in the Joaquin plan identifies this location as an area to not allow for increased density. That plan aims to increase density in the northern half of the neighborhood, near BYU campus, and preserve the single-family residential character in the lower half of the neighborhood.
Because the HDR zone allows for more development potential, like density and building height, than what the applicant is proposing to do, they have proffered to do a development agreement. This agreement would aim to limit the density, height, and require owner occupancy for each unit for at least one year after purchase.

**FISCAL IMPACT:** N/A

**COUNCIL STAFF MEMO:**

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 313 E 200 N, FROM THE RESIDENTIAL CONSERVATION (RC) ZONE TO THE HIGH DENSITY RESIDENTIAL (HDR) ZONE. JOAQUIN NEIGHBORHOOD. (PLRZ20250330)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 0.45 acres of real property, generally located at 313 E 200 N (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 Residential Conservation (RC) Zone to the High Density Residential (HDR) Zone;

On July 8, 2026, 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 6:0 vote;

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

On August 11, 2026, 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, and having considered the impact of the proposed ordinance on family health, stability, and formation, 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 Residential Conservation (RC) Zone to the High Density Residential (HDR) Zone for the real property described in this ordinance.

PART II:

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

PART III:

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

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

C. Except as otherwise stated in Part II, 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 the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

E. Notwithstanding any provision or language to the contrary in this ordinance, if the Development Agreement authorized in Part II 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. Because the zone map classification change contemplated in Part I cannot come into effect if the Development Agreement is not executed, neither the applicant nor any successor(s) in interest has any vested rights under this ordinance if it expires.

# Exhibit A



# Exhibit B

## Legal Description

DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report
# Hearing Date: July 8, 2026

***ITEM 2** Tuscanel Townhomes LLC requests a Zone Map Amendment from the RC (Residential Conservation) Zone to the HDR (High Density Residential) Zone in order to develop a 12-unit townhome project, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250330

| | |
|---|---|
| **APPLICANT:** | Tuscanel Townhomes LLC |
| **PROPERTY OWNER:** | S & R TRIPLEX LLC and S & R 313 LLC |
| **PARCEL ID:** | **05:033:0008**<br>**05:033:0009** |
| **ACREAGE:** | 0.45 |
| **CURRENT LEGAL USE:** | Residential |
| **GENERAL PLAN DESIGNATION:** | Residential Conservation |
| **CURRENT ZONE:** | Residential Conservation |
| **APPLICATION TYPE:** | Legislative Decision – Planning Commission will make a recommendation to the City Council. |

## NEIGHBORHOOD FEEDBACK

Multiple neighborhood meetings have been held for the rezoning of this property; on May 26, 2022, another on March 30, 2023, and the most recent was on June 17, 2026. Some comments supported this type of development in this location, while others were opposed to it and referenced the efforts in the Joaquin Neighborhood Plan to protect the single-family designation in this area with a Residential Conservation designation in the future land use map. The project has decreased in density since the earlier neighborhood meetings, where a 17-unit apartment was proposed.
The Chair of the Central Neighborhoods District reached out to remind staff that there was strong opposition to this development as it deviates from the neighborhood plan.

## PROJECT SUMMARY

The applicant has submitted a zone map amendment and concept plan applications for the property located at approximately 313 E. 200 N. to allow for the property to be developed for 12 new townhome units. The property is currently zoned as Residential Conservation (RC). This zone does not allow new units to be created, and this is why the applicant is seeking a rezone. The applicant is looking for the property to be rezoned to the High Density Residential (HDR) zone to allow for the proposed development as this zone has the needed setbacks for the proposed development to work. The Medium Density Residential (MDR) zone would not allow the development to work because of greater setback requirements.

In 2014, Provo City adopted the Joaquin Neighborhood Plan, which is part of the Provo City General Plan. The future land use designation in the Joaquin plan identifies this location as an area to not allow for increased density. That plan aims to increase density in the northern half of

the neighborhood, near BYU campus, and preserve the single-family residential character in the lower half of the neighborhood.

Because the HDR zone allows for more development potential, like density and building height, than what the applicant is proposing to do, they have proffered to do a development agreement. This agreement would aim to limit the density, height, and require owner occupancy for each unit for at least one year after purchase.

The property surrounding this property is zoned Residential Conservation (RC).

## STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

**Applicant Response:**
This amendment allows a long-held family property to transition into a high-quality, owner-occupied residential community that promotes homeownership, long-term residency, and reinvestment in central Provo.
The proposal expands housing opportunities within an established area already served by public infrastructure, schools, parks, transportation networks, and community services. The project is designed to provide housing for individuals and families who intend to live, invest, and contribute to the community, aligning with the General Plan's emphasis on housing availability, complete neighborhoods, and long-term community stability.

**Staff Response:**
A neighborhood plan was created that calls for this area to remain low density to help preserve this historic character and encourage higher density to be in the northern portion of the Joaquin Neighborhood closer to BYU Campus.
The properties are part of the National Register of Historic Places in the East Central Historic District. The home on the corner was built in 1880, and the 3-unit row house was built in 1885. Both properties are listed as contributing to the East Central Historic District and are eligible to be nominated to our local Landmarks Register. Properties on the National Register are not protected from demolition.

**FINDING:**
Does not comply with the Joaquin Neighborhood Plan designation of Residential Conservation.

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

**Applicant Response:**
This proposal represents approximately four years of collaboration with City staff, neighboring property owners, and elected officials. Multiple concepts were evaluated and refined to arrive at a townhome community that balances neighborhood concerns with the City's goals for high-quality ownership housing.
The proposed development introduces a housing type that bridges the gap between detached single-family homes and larger apartment developments, expanding housing

choice within an established neighborhood. The amendment allows the property to contribute meaningfully to the City's housing supply while utilizing existing infrastructure and supporting the General Plan's direction for infill development.

**Staff Response:**
Preserving the historic character of this part of the neighborhood while providing increased density closer to BYU would serve the public. The existing structures would be eligible to receive historic rehabilitation tax credits. The proposed amendment would bring that increased density further south from campus.

**FINDING:**
Does not comply with the Joaquin Neighborhood future land use map that calls for residential conservation zone to remain.

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

**Applicant Response:**
The proposal is consistent with the goals and policies of the General Plan, particularly those related to housing choice, homeownership opportunities, efficient use of infrastructure, and responsible infill redevelopment.
The project provides ownership housing in a central location, promotes long-term community investment through proposed deed restrictions, and reinvests in an established neighborhood. It supports the General Plan's broader vision of accommodating future residents within developed areas while maintaining high-quality design and contributing to complete, well-functioning neighborhoods.

**Staff Response:**
The Joaquin Neighborhood Plan identifies 500 North as the transition line for housing density. Increased density is planned for the area north of this transition line and residential conservation is planned for the areas south of 500 North. The plan aims to reduce development pressure on the homes in the lower half of the neighborhood by allowing much higher density closer to BYU campus where the density makes more sense.

**FINDING:**
Does not comply with the Joaquin Neighborhood future land use map that calls for residential conservation zone to remain.
In section E of chapter 3 in the Joaquin Neighborhood Plan, goal number 2 reads “Require that all future development complies with the future land use map”.

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

**Applicant Response:**
The surrounding area has evolved significantly over time, and the property's current context is substantially different than when earlier planning decisions were made. The amendment allows the site to respond to existing conditions while utilizing established

infrastructure and public services.
The proposal represents logical infill redevelopment within an already urbanized area and does not require expansion into undeveloped portions of the City. As such, it is consistent with the General Plan's principles of orderly, efficient, and fiscally responsible growth.

**Staff Response:**
Public Works looks at the General Plan and Neighborhood Plans as they plan infrastructure needs. Engineering review comment for this development reads:
“Our existing Utilities cannot handle proposed HDR development. If this plan makes it to the project plan phase, then some sort of solution needs be proposed to address deficiency in our existing infrastructures to support this development.”

**FINDING:**
Does not comply with Neighborhood Plan as it is proposing higher density than anticipated at this location.

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

**Applicant Response:**
The proposal is not expected to hinder General Plan objectives. The requested zoning flexibility is intended to achieve a better overall site plan—improving circulation, parking, open space, building placement, and neighborhood compatibility—rather than to maximize density or height.
The project remains below the allowable density and height standards while advancing key General Plan objectives related to housing availability, efficient land use, and infill development. The proposal reflects a balanced approach to growth that supports the City's long-term planning goals.

**Staff Response:**
In section E of chapter 3 in the Joaquin Neighborhood Plan, goal number 2 reads “Require that all future development complies with the future land use map”.

**FINDING:**
Does not comply with the Joaquin Neighborhood future land use map that calls for residential conservation zone to remain, and the request is for High Density Residential.

(f) Adverse impacts on adjacent land owners; and

**Applicant Response:**
Minimizing impacts on surrounding properties has been a central focus throughout the planning process. Over approximately four years, the project has undergone multiple revisions to improve compatibility, site design, circulation, and neighborhood integration. The current proposal incorporates reduced density, reduced height, private garages, enhanced landscaping, and proposed owner-occupancy deed restrictions. There is also a willingness to formalize these commitments through a Development Agreement. These measures are intended to ensure the project integrates well with surrounding properties

and contributes positively to the neighborhood.

**Staff Response:**
The proposed change would allow for higher density housing in the area. There would be an increase in traffic. The existing homes and structures that contribute to the historic district would be demolished and the character of the block would be altered with the new development.

**FINDING:**
There would be impacts from the proposed change on adjacent land owners.

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

**Applicant Response:**
The requested amendment does not suggest that the original zoning or General Plan designation was incorrect at the time it was adopted. Rather, it reflects how the surrounding area has evolved and how the property functions today.
The site is now surrounded by multifamily developments, including Apollo Apartments, Aspenwood Apartments, Fleur de Lis, and Casa Linda, which have substantially changed the character and context of the area. These changes have altered the relationship of the property to its surroundings, including significant impacts on privacy, with approximately 30 Apollo units directly overlooking portions of the property. The proposed amendment recognizes these changes and responds to current conditions and housing needs.

**Staff Response:**
The zoning is correct.

**FINDING:**
No issues.

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

**Applicant Response:**
While portions of the Joaquin Neighborhood Plan contemplate lower-intensity development patterns, this property occupies a unique location within an area that is already characterized by multifamily residential development.
After several years of refinement, the proposal reflects an effort to create the right project for this specific location—not the largest project possible. The project remains below the density and height permitted within the requested zone and utilizes the zoning primarily to achieve improved setbacks, site design, and compatibility.
The proposal also includes proposed owner-occupancy deed restrictions and a willingness to formalize commitments through a Development Agreement. When viewed in the context of the General Plan's broader policies, supporting housing choice, infill redevelopment, efficient use of infrastructure, and sustainable growth, the amendment is consistent with the intent and long-term vision of the General Plan.

**Staff Response:**
No issues with the maps and related policies.

**FINDING:**
No issues.

## APPLICABLE ZONING CODES

Provo City Code 14.14C – High Density Residential (HDR)

## POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Recommend Approval**: The proposal is consistent with the General Plan. Motion to recommend approval to the City Council with the condition that a development agreement restricts the height and density to what has been proposed in the concept plan.

2. **Recommend Denial**: The proposal is not consistent with the General Plan. Motion to recommend denial to the City Council for the proposed zone change.

3. **Continue**: New information presented at the public hearing or additional study needs to be done.
   Motion to continue this item. (State findings/reasons)

## ATTACHMENTS

1. Map of Property Located at Approximately 313 E 200 N
2. Map of Existing Zoning
3. Future Land Use Map of the Joaquin Neighborhood Plan
4. Neighborhood Meeting Minutes – May 26, 2022
5. Neighborhood Meeting Minutes – March 30, 2022
6. Neighborhood Meeting Minutes – June 17, 2026

# ATTACHMENT 1 – MAP OF PROPERTY LOCATED AT APPROXIMATELY 313 E 200 N



# ATTACHMENT 2 – MAP OF EXISTING ZONING



# ATTACHMENT 3 – FUTURE LAND USE MAP FROM THE JOAQUIN NEIGHBORHOOD PLAN

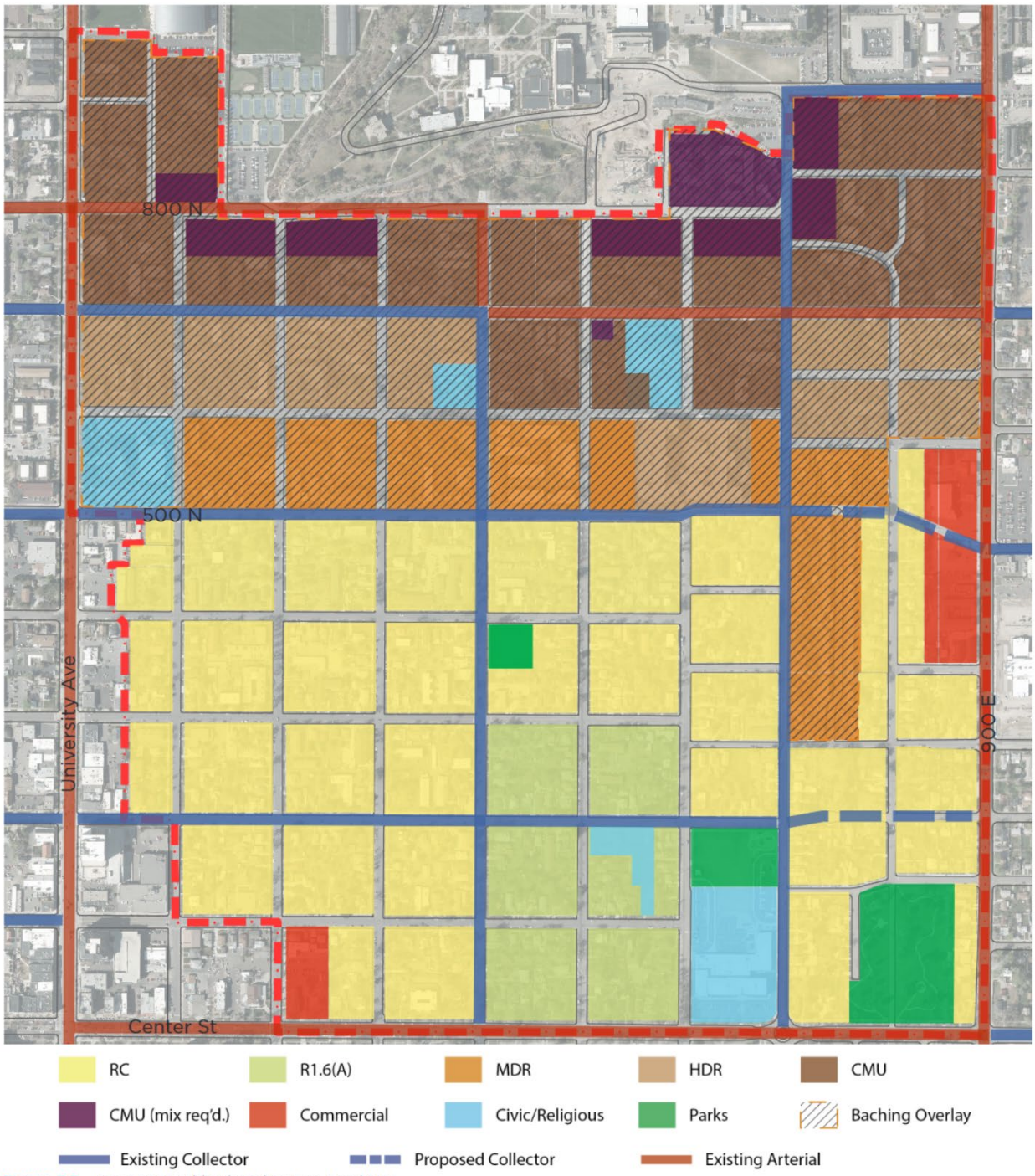



Figure 3.3 - Joaquin Neighborhood Future Land Use

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# ATTACHMENT 4 – NEIGHBORHOOD MEETING MINUTES FROM MAY 26, 2022

provo NEIGHBORHOOD PROGRAM

## Neighborhood Meeting Report

An online version of this form is available at neighborhood.provo.org (on right-hand side of page)

Neighborhood Joaquin Meeting Date 5-26-22

File # PLRZ20220159

**Meeting conducted by (name and title):** Leo Lines Joaquin Neighborhood Chair

**Meeting location:** Library @ the academy Bullock Room 309 **Number in attendance:** 34 3 city council members 1 - staff

**Applicant name or project description:** The Denali multi family Student Housing Project

**Was applicant or their designee in attendance at this meeting?** (Yes) No **Did applicant contact you within 7 days of the notice of application (as required by Provo City Code)?** (Yes) No

**Have other neighborhood meetings been held on this project?** No

**Relevant history of property/area:**
With the growth of BYU & UVU this neighborhood been turned into a multi family student Neighborhood. The Number of full time Residents has rapidly declined.

**Other methods of outreach (note number of residents informed and input received)**

(Facebook group:)
Email:
Phone calls:
(Face-to-face (in person):)
(Fliers:) By the developer

**Overall responses**

Positive/in favor: 1 person was in favor that spoke up
In favor if some changes were made: 5-6
Negative/against: most comments were negative
How many of each type of response came from those who live closest to the project: 90% there were some in attendance that did not speak during the meeting

**Favorable feedback (be specific):**

only build 6 units
couples instead of singles

**Concerns raised (be specific):**

Needs to be north of 700 N or 500 N
will start a bunch of Huge developments
does not fit the Neighborhood plan
Because a former general Authority owned the home previously there should be no changes

doesnt fit the Neighborhood
not enough parking
project to big for the Neighborhood
does not match Neighborhood architecture.

**Has the applicant worked with the neighbors to address their concerns, if any?**

I do not know

**Are there specific parts of the City Code, General Plan, or the neighborhood/area plan that should be considered?**

**Conclusions/summary from Neighborhood Chair:**

The meeting was mainly attended by the residents that live closest to the project. Those attending were overwhelmingly opposed to any development with ~~dev~~ increased density that was not already there. With the students gone for the summer & Landlords feeling like they do not have a say concerning their property's 34 people are not even 1% of the residents of the neighborhood. There were mainly 12 people that made most of the comments.

**Date of this report:** 5-30-2022

Submit this form to neighborhoodprogram@provo.org within five (5) days of the meeting date.

# ATTACHMENT 5 - NEIGHBORHOOD MEETING MINUTES FROM MARCH 30, 2023

## Neighborhood District 5 Meeting, March 30, 2023

21 residents signed in as attending, 1 attended on Zoom. The meeting was held in the council chambers because the police were using the community room.

Executive members in attendance included Quinn Petersen, David Harding, Leo Lines, Sariah Hillam, Jason Ream, Dylan Cindrich and Shannon Bingham. Chair Laura Leavitt conducted. City Council member Rachel Whipple also attended.

### Land Use Items

a. **Denali Project** Taryn Denali requests approval of a Zone Map Amendment from the RC (Residential Conservation) zone to the HDR (High Density Residential) zone in order to build a new **17**-unit apartment building, located at 313 East 200 North. Joaquin Neighborhood.

City Staff mentioned that this project is under staff review and will still need to go up before the Planning Commission.

Taryn made an extensive presentation of the project, focusing on the Italian design inspiration from her parents and the upgrade in style that was made after feedback in a previous Joaquin Neighborhood meeting. She stated that there would be **23** units, 20 of which would be 3 bedrooms and several 1 bedrooms in order to encourage long-term residency. There would be lots of trees, a central courtyard with a fountain, wrought iron flowerboxes, and underground parking for the three-story project. There would be contractual limitations on parking to allow for the parking variance that the project would require. This would all sit on less than an acre of ground, so they are working on updates with public works and are developing an agreement with Provo city to build nothing more, nothing less. She felt that the current residential conservation zoning inhibits restoration of old houses fallen into disrepair, and showed pictures of the rundown triplex and house currently on the property that her family has owned for 40 years. A friend who walked around the area noted that there are already a number of large complexes nearby. She ended with her mother's motto of "siempre familia".

Time was opened up for comments, and for the first few Taryn remained at the front to respond.

David Keller was the first to comment. He lives ½ block from the proposed development and objected that Tayrn had quoted only parts of his statement from the earlier Joaquin meeting, where 70% had been opposed to a building that large on that property. He reminded her that they had been through this before in a long meeting and he was still not convinced because it is too dense for this part of Joaquin. He thought it would be beautiful farther north. He would be okay with a modest increase, but going from the current 4 units to 23 is not what the Joaquin plan says. He was surprised this project keeps coming back. Some things were better but not for the long term.

Sam Oman from Maeser commented next, pointing out that this still looked like it was designed for short term rather than long term student housing. He noted the property has not been maintained by the owners to this point and that the owners will not be changing with the new project.

Spencer near the Bright Building mentioned that it has been hard looking to find a place to live. He thought the project design actually looks nice and was wondering what type of price range they were looking at.

Staff mentioned that this part of the meeting was meant for comments to the board so they could report to the Planning Commission; that if residents had questions for the developer they should talk after the meeting. Taryn sat down and other residents continued with comments.

Zachary Chamberlain mentioned that he lived here in Provo until COVID and is now in Layton. He recently got a job here in Provo and would like to live here but has had a hard time finding a place. He thinks that the design looks like a huge upgrade. He has lived in places in Joaquin where the owners did not upkeep the property and thinks this could help out the community.

Shannon Bingham from Timpanogos spoke strongly that she knows how long Joaquin worked on their neighborhood plan. They drew the line at 500 North for continued building of high density to the north, with the current residential conservation zone to the south of that line. The placement of this type of density is directly counter to that decision. She knows of 20 houses in her neighborhood of that same type that was shown to be dilapidated that have been restored. She asked whether the proposal would really allow residents to live long term while, taking away the opportunity for 3 lots that could be used by longer term residents. She noted that in her neighborhood 9% are homeowners and 91% are rentals, and that they <u>really</u> need the long-term residents.

Dylan Cindritch thought it was a great project, as the cheapest home you can find now in Provo is $400K for a fixer upper.

Kim McIntyre lives a block away from the proposed development. He is concerned with the parking issue, as heavy traffic was responsible for a roundabout crash just this last week at 200 East and 200 South. The cost for each apartment is going to be a lot. Many will not be able to afford to live there, even though it is being sold as more affordable housing. It looks nice, but is not right for the neighborhood.

Leo Lines from Joaquin noted that 20 of the units will have 3 bedrooms, and that it will be possible to rent each to 3 singles. He talked about angled parking out front for visitors, and that you can't control how many cars a tenant will have, since they will bring more and park two blocks away.

(Attendee) mentioned that he owns houses south of campus and in his experience, he can't keep yards nice. The houses are old and will never be a place to keep it up with too many students around. He doesn't think hanging on to the houses makes sense.

It was noted that no floor plans for the apartments in the project were included in the presentation.

An opinion poll of those in attendance showed 15 in support and 8 opposed. This totaled more than the number of residents who signed in as attending, even though Laura mentioned three times that only people currently residing in District 5 were allowed to vote.

Quinn Petersen asked about the setup for these meetings, including topics for neighborhood feedback and feedback polls. Leo proposed that development and staff present and then open up to board members to comment, and then to open to other attendees. Staff responded that the neighborhood executive board is not a legislative body; it is here for feedback. If the project goes forward, it first goes to the Planning Commission and then to the City Council, who makes the actual decision.

# ATTACHMENT 6 NEIGHBORHOOD MEETING MINUTES FROM JUNE 17, 2026

**Update on a proposed Zone Change from RC (Residential Conservation) to HDR (High Density Residential) for a 12-unit townhome project at 313 East 200 North in the Joaquin Neighborhood – Planning Supervisor Aaron Ardmore**

Planning Supervisor Aaron Ardmore presented an update on a proposed zone change at 313 East 200 North in the Joaquin Neighborhood, from RC (Residential Conservation) to HDR (High Density Residential), to accommodate a 12-unit townhome development. Ardmore noted this is a revised iteration of a previously presented project; earlier proposals had sought approval for over 20 apartment units, whereas the current proposal has shifted to townhomes. The HDR zone is being sought primarily to address setback requirements, as the actual density proposed is well below what HDR would allow. The item was previously continued by the Planning Commission due to the applicant's scheduling conflict and will go before the Planning Commission on July 8th and to the City Council in August. A waterline upgrade to an 8-inch main is included as part of the project's infrastructure improvements.

**Resident feedback:**

- A longtime resident offered detailed historical context, noting that the RC zone was established following a City Council moratorium on high-density development in South Joaquin, in direct response to earlier projects that replaced historic single-family homes with multifamily structures. The resident argued that the applicant's characterization of the surrounding area as having "evolved" toward high-density housing was inaccurate, as the developments cited predated the RC zone. Staff's report was cited favorably, noting that it found the proposal non-compliant with the Joaquin Neighborhood Plan and the future land use map on multiple points.
- Several others expressed their disapproval of the proposal based on the grounds that the proposal was incongruent with the Joaquin Neighborhood Plan and the RC zone in South Joaquin.
- A Zoom attendee was in support of the proposal, noting that townhomes seemed like a good fit for the area and expressed support for housing diversity and density.
- One resident questioned the aesthetics of the design, describing it as uniform and unwelcoming.

- A resident called for any future applicants to be required to disclose projected water usage for their developments.
- A non-resident landlord expressed general support for the project's intent, noting the deed restrictions and infrastructure upgrades, while acknowledging the planning concerns raised.
- A question was raised regarding owner-occupancy enforcement, to which Ardmore responded that the city uses deed restrictions and withholds rental licenses for one year following a change of ownership, with the one-year period resetting upon each subsequent conveyance.
- Councilor Whipple addressed water usage concerns, clarifying that indoor water use remains within the municipal system and does not represent a net loss. She further noted the city is currently engaged in a strategic planning process related to water use recommendations and is in the process of selecting a consultant to conduct a comprehensive review of zoning enforcement procedures.
- A question was raised regarding whether the project includes any affordable or replacement housing units for displaced residents; Ardmore confirmed there is no current requirement to that effect.
- Regarding Denali project: Part of the benefit of townhomes over apartments is access to private outdoor space, which I did not see in this project. If we are talking about this being good housing for “families,” families want outdoor space. This project removes several old trees and does not provide much space to support plants. [This comment was submitted later in the suggestion box.]

Attendees were encouraged to submit written comments to the Planning Commission prior to the July 8th hearing and to the City Council prior to any subsequent council action.

Provo City Planning Commission

# Report of Action

July 08, 2026

***ITEM 2** Tuscanel Townhomes LLC requests a Zone Map Amendment from the RC (Residential Conservation) Zone to the HDR (High Density Residential) Zone in order to develop a 12-unit townhome project, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250330

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

## RECOMMENDED DENIAL

On a vote of 6:0, the Planning Commission recommended that the Municipal Council deny the above noted application.

Motion By: Jon Lyons
Second By: Melissa Kendall
Votes in Favor of Motion: Jon Lyons, Melissa Kendall, Matt Wheelwright, Jonathon Hill, Tosh Metzger, Joel Temple
*Matt Wheelwright 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 High Density Residential (HDR) Zone is described in the attached Exhibit A.

**RELATED ACTIONS**

Item 1 – Planning Commission on July 8, 2026 - PLCP20250331– Denied the Concept Plan

**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**

- There are remaining issues from the Coordinator Review Committee (CRC) review that need to be resolved.

**NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 5/26/2022, 3/30/2023 and 06/17/2026.

**NEIGHBORHOOD AND PUBLIC COMMENT**

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

**CONCERNS RAISED BY PUBLIC**

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

- The district chair pointed out that the proposed project does not comply with the requirements.
- There are many apartments in the neighborhood that existed prior to 2002 when the RC zone was put in place.
- There needs to be better buffers between adjacent properties.
- There are needs in the city for homes.

- This does not follow the overall plan that was created for the neighborhood.
- This project will be an improvement to what is there now.
- This doesn't meet the parking requirements.
- On-street parking will be lost to garbage and recycling cans for the 12 units.
- A lot of work went into the Joaquin Plan to improve the neighborhood.
- The RC zone is protecting the single-family housing.
- The applicant has made several changes to the plans to try and meet the feedback from neighbors and the city.
- This will become a gathering space.
- Schools are being lost to a lack of families.
- The design will help it fit into the neighborhood.

**APPLICANT RESPONSE**

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

- The plan is to use the HDR zone because of the setbacks that it allows.
- The applicant expressed a willingness to do a development agreement that would meet the commitments that the applicant has made.
- The applicant expressed a willingness to for a deed restriction to ensure that the properties are owner-occupied for the first year, and is willing to increase this to two years.
- Pick-up trucks would fit in the garages and there would be room for storage.

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- The percentage of units that would be allowed to be rented at any given time should be determined.
- Looking for owner-occupancy for longer than just one year.
- The parking requirement is short one stall form being met.
- The RC zone has frozen the neighborhood.
- The architecture is great and it is good to have more types of housing.
- There is a concern about high density creeping into other parts of the neighborhood if this is approved.
- The neighborhood plan saw this development pressure coming and sought to protect the neighborhood and provide a location for the development.

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

COM. AT SW COR OF BLK 33, PLAT B, PROVO CITY SURVEY; E 6 RODS; N 124.06 FT; W 6 RODS; W 124.06 FT TO BEG. AREA 0.45 OF AN ACRE.

And

COM. AT NW COR OF LOT 3, BLK 33, PLAT B, PROVO CITY SURVEY; S 75 FT; E 6 RODS; N 75 FT; W 6 RODS TO BEG.



DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report Hearing Date: July 8, 2026

**ITEM 1** Tuscanel Townhomes LLC requests Concept Plan approval for a 12-unit townhome project in a proposed HDR (High Density Residential) Zone, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLCP20250331

| | |
|---|---|
| **APPLICANT:** | Tuscanel Townhomes LLC |
| **PROPERTY OWNER:** | S & R TRIPLEX LLC and S & R 313 LLC |
| **PARCEL ID:** | **05:033:0008**<br>**05:033:0009** |
| **ACREAGE:** | 0.45 |
| **CURRENT LEGAL USE:** | Residential |
| **GENERAL PLAN DESIGNATION:** | Residential Conservation |
| **CURRENT ZONE:** | Residential Conservation |
| **APPLICATION TYPE:** | Administrative Decision – must be approved if it meets all city standards. |

## NEIGHBORHOOD FEEDBACK

Multiple neighborhood meetings have been held for the rezoning of this property; on May 26, 2022, another on March 30, 2023, and the most recent was on June 17, 2026. Some comments supported this type of development in this location, while others were opposed to it and referenced the efforts in the Joaquin Neighborhood Plan to protect the single-family designation in this area with a Residential Conservation designation in the future land use map. The project has decreased in density since the earlier neighborhood meetings, where a 17-unit apartment was proposed.
The Chair of the Central Neighborhoods District reached out to remind staff that there was strong opposition to this development as it deviates from the neighborhood plan.

## PROJECT SUMMARY

The applicant has submitted a zone map amendment and concept plan applications for the property located at approximately 313 E. 200 N. to allow for the property to be developed for 12 new townhome units. The property is currently zoned as Residential Conservation (RC). This zone does not allow an increase in housing density, and this is why the applicant is seeking a rezone of the property to allow for the proposed redevelopment of the site. The applicant is looking for the property to be rezoned to the High Density Residential (HDR) zone to allow for the proposed development as this zone has the needed setbacks for the proposed development to work. The Medium Density Residential (MDR) zone would not allow the development to work because of greater setback requirements.

Because the HDR zone allows for more development potential, like density and building height, than what the applicant is proposing to do, they have proffered to do a development agreement.

This agreement would aim to limit the density, height, and require owner occupancy for each unit for at least one year after purchase.

The property surrounding this property is zoned Residential Conservation (RC).

## STAFF ANALYSIS

**Proposed Use**
**12 new residential townhomes.**

**Lot Standards**
Required:
(1) Minimum Lot Area: One-family attached: ten thousand (10,000) sf.
(2) Housing density maximum: fifty (50) units per acre.
(3) Minimum lot frontage: thirty-five (35) feet.
(4) Minimum lot width: fifty (50) feet and Corner lot: seventy (70) feet.
(5) Minimum lot depth: ninety (90) feet.
(6) Maximum lot coverage by structures: seventy-five percent (75%).

Proposed:
(1) Lot Area: 19,600
(2) Housing density: 27 units per acre.
(3) Lot frontage: 100 feet.
(4) Lot width: 100 feet.
(5) Lot depth: 200 feet.
(6) Lot coverage by structures: 44% (8,605 sf).

Finding: Complies

**Setback Requirements**
Required: Front: 10’ min 20’ max; Side: 10’; Rear: 20’
Proposed: Front: 10’, Side: 10’, Rear: over 20’
Finding: Complies

**Building Height and Distance**
Required: 55’ max.
Proposed: 42’
Finding: Complies

**Parking and Access**
Required: 26
Proposed: 25
Finding: Does not Comply. Code requires 25.5 and it up so 26. A parking reduction would be needed at project plan application.

**Landscaping**
Required: 1 tree per 2,000 sf of landscape area.
Proposed: 1,907 sf of landscape provided.
Finding: Complies (at project plan application)

**Design Standards**

Required: 14.34.287
Proposed: Designed to meet standards
Finding: Complies in concept.

## APPLICABLE ZONING CODES

Provo City Code 14.14C – HDR Zone

Provo City Code 14.34.287 – Design Standards

## POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Approve**: The proposal is consistent with city code.
   Motion to approve the proposed concept plan for 12 new townhome units at approximately 313 E 200 N.
2. **Deny**: The proposal is not consistent with city code.
   Motion to deny the proposed concept plan for 12 new townhome units at approximately 313 E 200 N.
3. **Continue**: New information presented at the public hearing or additional study needs to be done.
   Motion to continue this item.

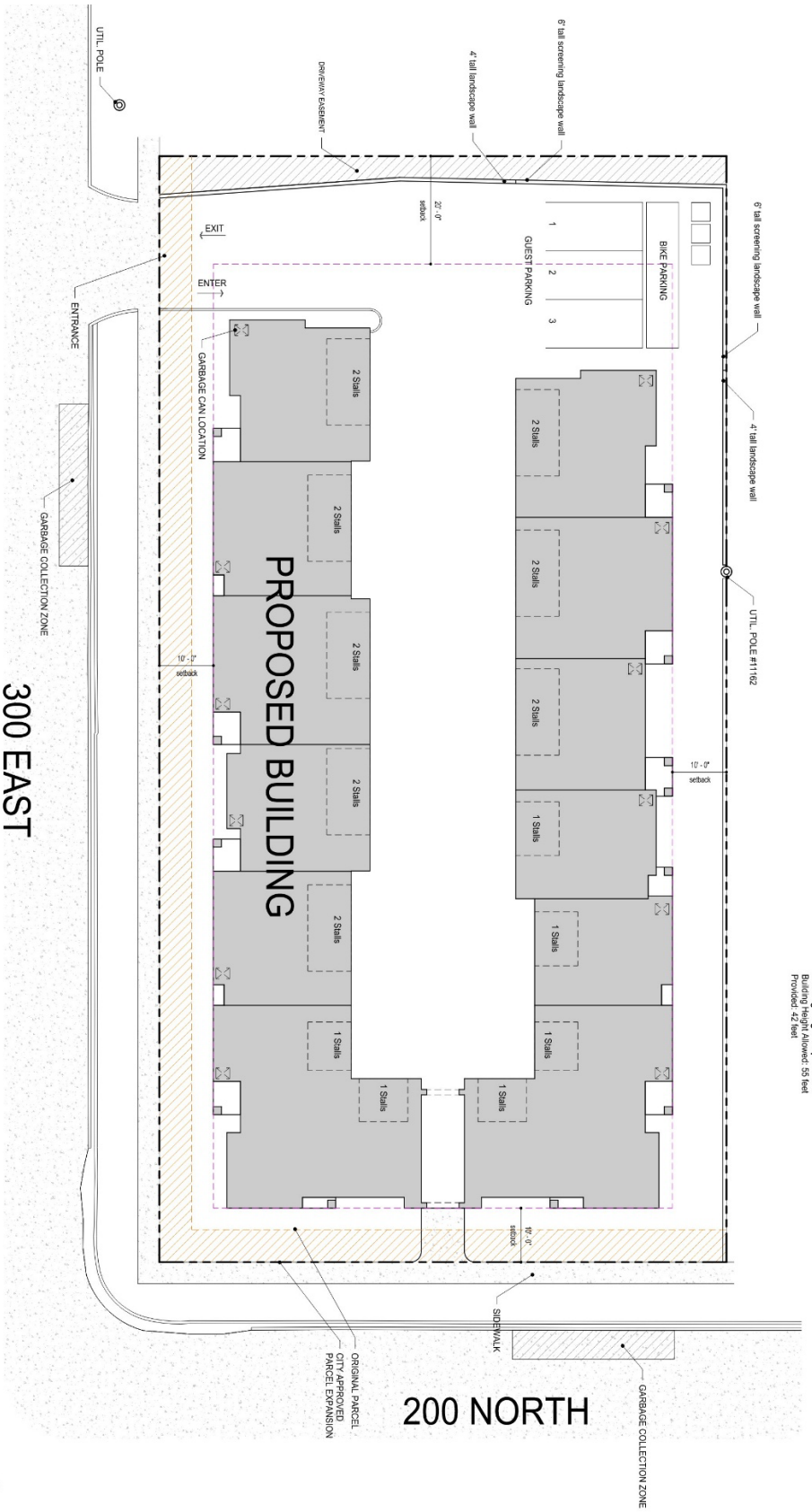
## ATTACHMENTS

1. Area Map
2. Concept Plan
3. Landscape Plan
4. Floor Plans
5. Elevations

# ATTACHMENT 1 – MAP OF PROPERTY LOCATED AT APPROXIMATELY 313 E 200 N



# ATTACHMENT 2 – CONCEPT PLAN




## Tuscanel Townhomes

**PROPOSED MULTI-FAMILY (RESIDENTIAL)**
313 East 200 North
Proposed Subdivision
SUMMARY: 3-Story above grade Multi-Family Housing Building with two (2) 3-bedroom units, eight (8) 2-bedroom units, two (2) 1-bedroom units with private garages.

**SITE DATA**
Parcel No. 05:033:0008 & 05:033:0008 (to be combined)
Zoning Classification: (14.14C)
Current Use: Residential Vacant Lot
Proposed: HDR - High Density Residential Zone
Parcel size: 49 acres (21,517 S.F.). Minimum 20,000 S.F. per HDR zone

**Setback Requirements**
Front: 10 feet setback
Side: 25 feet setback
Rear: 10 feet setback

**Building Height Requirements**
Building Height Allowed: 55 feet
Provided: 42 feet

**Parking Requirements (14.37)**
Multi-Family Residential:
3 stalls per unit = 2 stalls x 10 units = 20 stalls + 0.25 parking stalls for visitors = 2.5 stalls (2 parking stalls + 0.25 parking stalls for visitors.)
1-bedroom units = 1.5 stalls x 2 units = 3 stalls (1 parking stalls + 0.5 parking stalls for visitors.)
Total Parking Required = 25.5 stalls.
Total Parking Provided = 25 stalls.

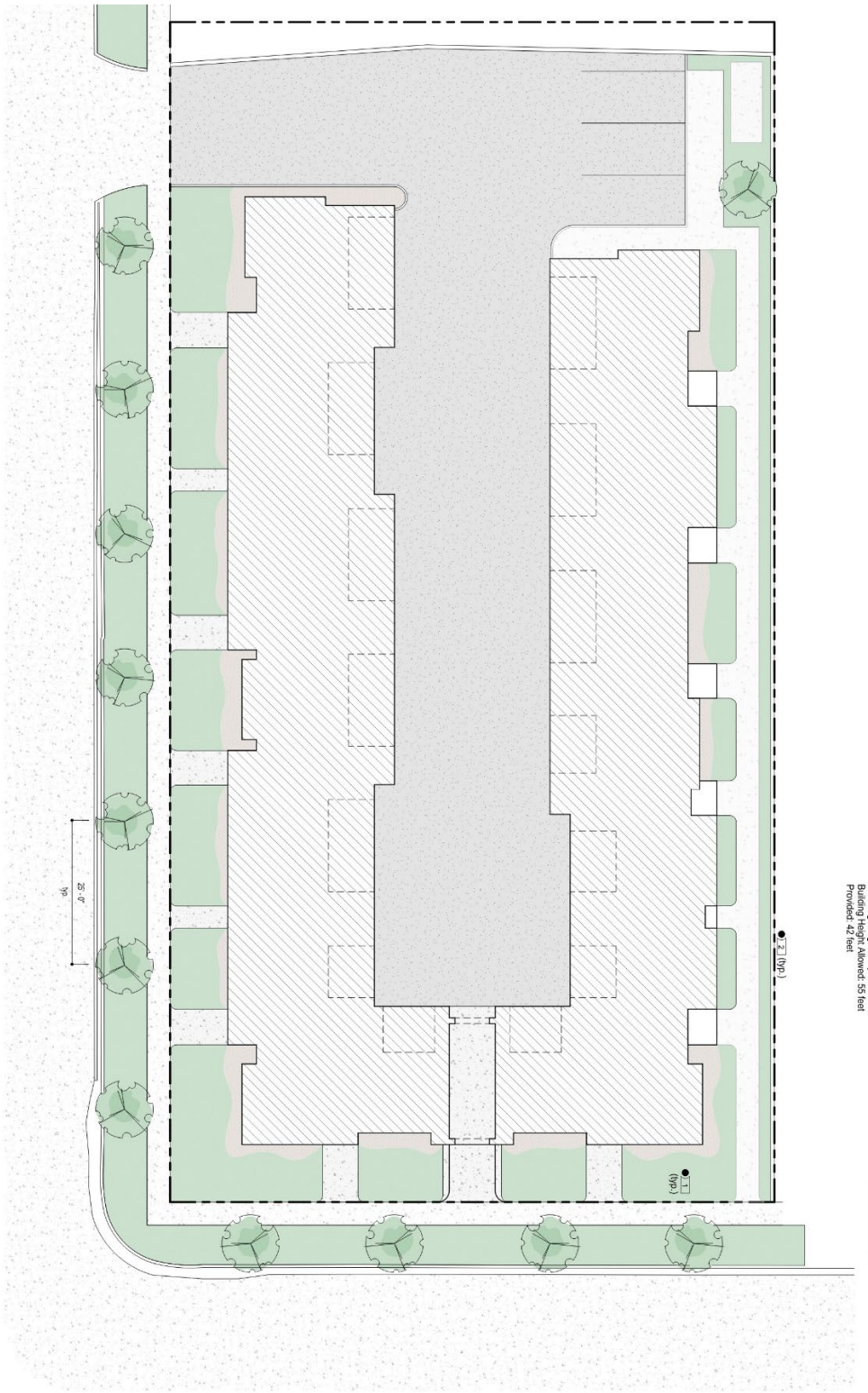
**Bicycle Parking Requirements (14.37.065)**
Bicycle parking provided = 22 stalls

**Landscaping Requirements**
Landscaping required - 1,907 sq. ft.
Landscape provided - 1,907 sq. ft.
Minimum of (1) tree per 2,000 sq. ft. of landscape space.

**Other Requirements:**
Internal Amenity Space (14.14C.010)
None required

**Lot Coverage Requirements:**
Required: 16,138 sq. ft. max (75%)
Provided: 8,605 sq. ft.

# ATTACHMENT 3 – LANDSCAPE PLAN



# ATTACHMENT 4 – FLOOR PLANS




GROUND LEVEL FLOOR PLAN




SECOND FLOOR PLAN




THIRD FLOOR PLAN

# ATTACHMENT 5 – ELEVATIONS




WEST ELEVATION




EAST ELEVATION




NORTH ELEVATION




SOUTH ELEVATION

Provo City Planning Commission

# Report of Action

July 08, 2026

**ITEM 1** Tuscanel Townhomes LLC requests Concept Plan approval for a 12-unit townhome project in a proposed HDR (High Density Residential) Zone, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLCP20250331

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

## DENIED

On a vote of 4:2, the Planning Commission denied the above noted application.

Motion By: Jon Lyons
Second By: Melissa Kendall
Votes in Favor of Motion: Jon Lyons, Melissa Kendall, Matt Wheelwright, Jonathon Hill
Votes opposed to Motion: Tosh Metzger, Joel Temple
*Matt Wheelwright 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.

**RELATED ACTIONS**

Item 2 – Planning Commission on July 8, 2026 - PLRZ20250330 – Recommended Denial of Rezone

**DEVELOPMENT AGREEMENT**

- Applies - referred applicant to Council Attorney.

**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**

- There are remaining issues from the Coordinator Review Committee (CRC) review that need to be resolved.

**NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 5/26/2022, 3/30/2023 and 06/17/2026.

**NEIGHBORHOOD AND PUBLIC COMMENT**

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

**CONCERNS RAISED BY PUBLIC**

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

- The district chair pointed out that the proposed project does not comply with the requirements.
- There are many apartments in the neighborhood that existed prior to 2002 when the RC zone was put in place.
- There needs to be better buffers between adjacent properties.

- There are needs in the city for homes.
- This does not follow the overall plan that was created for the neighborhood.
- This project will be an improvement to what is there now.
- This doesn't meet the parking requirements.
- On-street parking will be lost to garbage and recycling cans for the 12 units.
- A lot of work went into the Joaquin Plan to improve the neighborhood.
- The RC zone is protecting the single-family housing.
- The applicant has made several changes to the plans to try and meet the feedback from neighbors and the city.
- This will become a gathering space.
- Schools are being lost to a lack of families.
- The design will help it fit into the neighborhood.

**APPLICANT RESPONSE**

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

- The plan is to use the HDR zone because of the setbacks that it allows.
- The applicant expressed a willingness to do a development agreement that would meet the commitments that the applicant has made.
- The applicant expressed a willingness to for a deed restriction to ensure that the properties are owner-occupied for the first year, and is willing to increase this to two years.
- Pick-up trucks would fit in the garages and there would be room for storage.

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- The percentage of units that would be allowed to be rented at any given time should be determined.
- Looking for owner-occupancy for longer than just one year.
- The parking requirement is short one stall form being met.
- The RC zone has frozen the neighborhood.
- The architecture is great and it is good to have more types of housing.
- There is a concern about high density creeping into other parts of the neighborhood if this is approved.
- The neighborhood plan saw this development pressure coming and sought to protect the neighborhood and provide a location for the development.

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

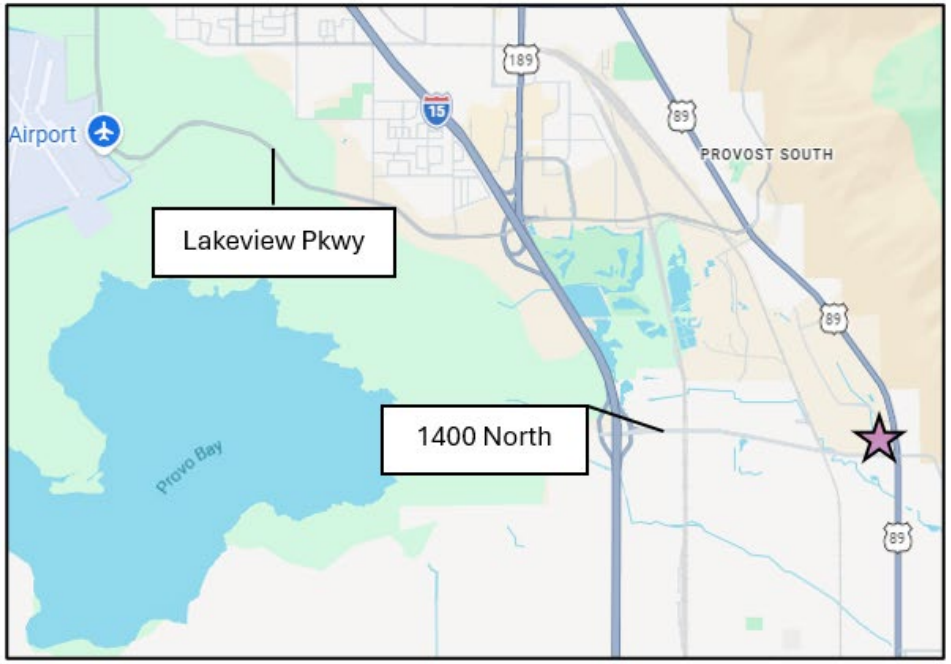
# Provo City Council
# 8/11/2026 Work Session

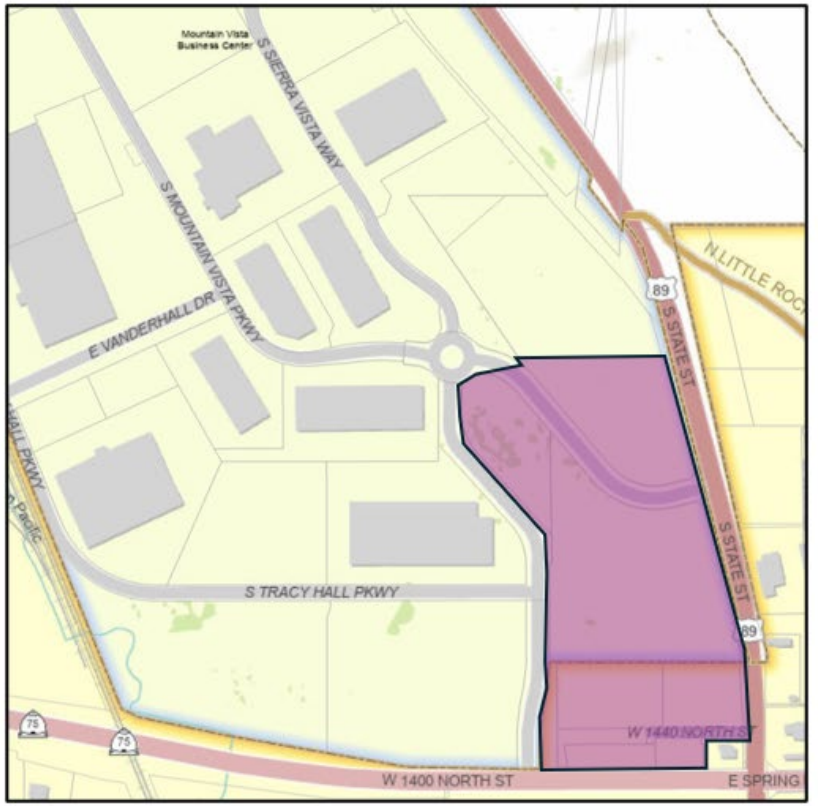
## Springville Rising Development Interlocal Agreement Between Provo City and Springville City

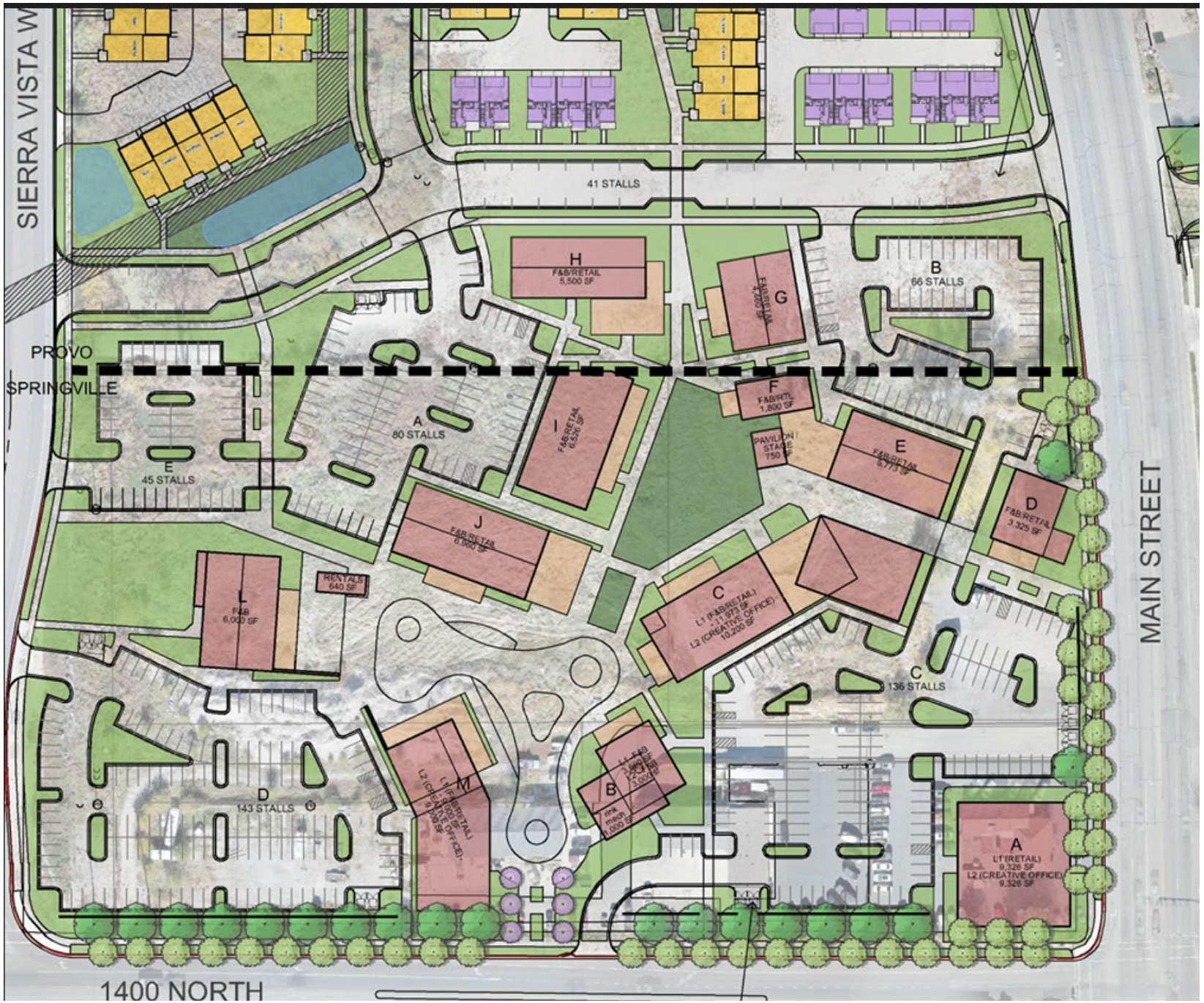
# Background

The Springville Rising Development (the “Development”) spans 31 acres.

- 21.62 acres in Provo City
- 8.57 acres in Springville City






provo

WELCOME HOME

# Background

| | Townhomes | Condos | Food & Beverage / Retail | Office |
|---|---|---|---|---|
| Provo | 167 Units | 90 Units | 9,960 SqFt | 0 SqFt |
| Springville | 0 Units | 0 Units | 67,283 SqFt | 27,526 SqFt |
| **Total** | **165 Units** | **90 Units** | **77,243 SqFt** | **27,526 SqFt** |

# Background

| Rev & Exp Considered | Low | High |
|---|---|---|
| Provo | $ 102,631 | $ 114,809 |
| Springville | $ 64,400 | $ 146,671 |
| | $ 19,115 | $ (15,931) |

Low After Payment $83,515

High After Payment $130,740

# PROVO MUNICIPAL COUNCIL WORK SESSION STAFF REPORT

**Submitter:** JAHILL
**Presenter:** Cody Hill, Economic Development Division Director
**Department:** Development Services
**Meeting Date:** 8/11/2026
**Requested Duration (Minutes):** 15 minutes
**CityView or Issue File Number:** 26-062

**SUBJECT:** 5 A resolution approving an interlocal cooperation agreement between Provo City and Springville City to share net benefits from the Springville Rising development (26-062)

**ADMINISTRATIVE RECOMMENDATION:** Consider entering into an interlocal Agreement with Springville City to share net revenues from the development.

**ADMINISTRATIVE MEMO:** Clyde Companies was founded in Springville, Utah and still has significant operations there. It is planning to return its headquarters to Springville and is planning, in conjunction with its new headquarters, a mixed-use development which straddles the border between Provo and Springville. The Springville Rising Development (the "Development") spans 31 acres. 21.62 of the acres are in Provo City and 8.57 acres are in Springville City. The Development's location is shown on the maps in the staff report.

The Development consists of the 167 residential units and 120,796 square feet of commercial space.

The 21.62 acres in Provo is currently zoned Planned Industrial Commercial ("PIC"). Clyde Companies is requesting Provo City rezone the land from PIC to Medium Density Residential ("MDR") and General Commercial ("CG") Zones. In the Planning Commission Meeting held on 7/8/2026, the Planning Commission voted in favor of recommending the zone change request and associated amendment to the General Plan Map.

Potential Issues
One potential concern for Provo City is the makeup and placement of the mixed-use development. Provo is slated to hold 100% of the project's residential development but only 10% of the commercial development. Residential development generally contributes more towards a city's costs compared to commercial development, which typically provides cities with more revenues relative to costs though higher property values (primary residential is discounted 45% for the assessed taxable value) and sales tax revenues. The layout of the development appears to provide Springville with most of

the benefits, the commercial development, while saddling Provo with more costly residential development.
The second potential concern relates to the request to change the zoning from PIC to mostly MDR with a little CG. The fear is that PIC would be a more beneficial and productive zone for the land for Provo City compared to mostly residential with a little bit of commercial. Under PIC zoning, the City would expect to see nonpolluting light manufacturing uses, commercial uses, and professional office uses develop. These uses would produce more jobs, help diversify and strengthen Provo's economy, and create less in the way of additional costs to the City. This compounds the concern that, by supporting and permitting the development, Provo City will be increasing its costs and reducing its revenues.

Solution
A proposed solution to the potential concerns is for Provo and Springville to share net revenues with each other. Both cities calculate their total revenues from the Development from property taxes and sales taxes. Both cities estimate their costs from the Development from providing public safety. The cities then determine what their net benefit was. The city with the greater benefit divides the difference between their net benefit and the other city's net benefit by 2, keeps one half of the amount, and shares the other half with the other City.

**FISCAL IMPACT:** In a year with low sales tax revenues, Provo would transfer $19,000 to Springville. In a year with high sales tax revenues, Provo would receive $16,000 from Springville.

**COUNCIL STAFF MEMO:**

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN PROVO CITY AND SPRINGVILLE CITY TO SHARE NET BENEFITS FROM THE SPRINGVILLE RISING DEVELOPMENT (26-_____)

RECITALS:

Utah State Code provides in Title 11, Chapter 13, Part 2 for Public Agencies to enter into Interlocal Cooperation Agreements for joint or cooperative undertakings. Section 215 enumerates specifically that a city may, at the discretion of the local governing body, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency;

It is proposed that Provo City enters into an Interlocal Cooperation Agreement with Springville City to share net benefits the cities generated from the Springville Rising Development;

The proposed Interlocal Cooperation Agreement between Provo City and Springville City is a part of the Resolution and attached hereto as **Exhibit A**;

On August 11, 2026, the Municipal Council met to consider 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 facts presented to the Municipal Council, the Council finds that (i) the proposed Interlocal Cooperation Agreement should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Mayor is authorized to enter into the Interlocal Cooperation Agreement between Provo City and Springville City attached to this Resolution as Exhibit A and to authorize staff to administer the Agreement through the term of the Agreement.

PART II:

This resolution takes effect immediately. The Interlocal Cooperation Agreement attached hereto as Exhibit A ~~shall~~ takes effect upon execution by both parties.

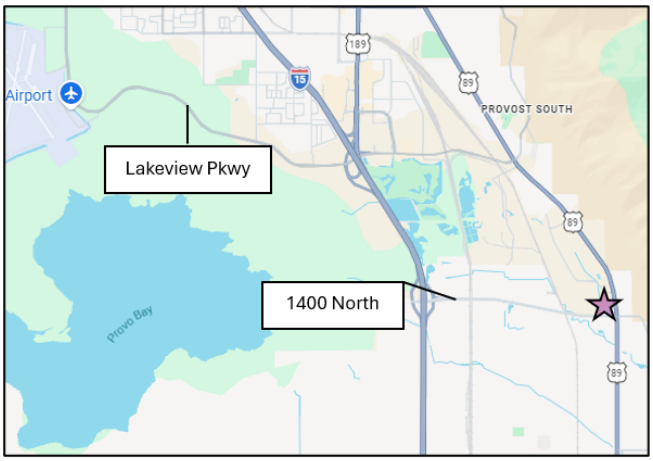
# PROVO MUNICIPAL COUNCIL STAFF REPORT

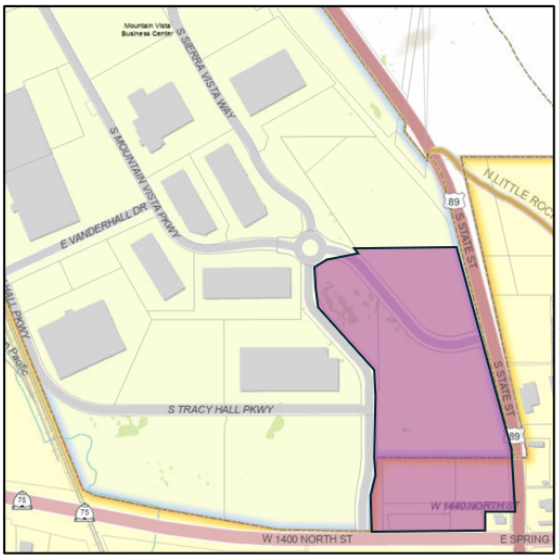
**Submitter:** Cody Hill
**Presenter:** Cody Hill, Economic Development Division Director
**Department:** Development Services
**Requested Meeting Date:** August 11, 2026
**Requested Duration (Minutes):** 20
**CityView or Issue File Number:**

**SUBJECT:** Springville Rising Development Interlocal Agreement Between Provo City and Springville City

**RECOMMENDATION:** Consider entering into an Interlocal Agreement with Springville City to share net revenues from the development.

**BACKGROUND:** Clyde Companies was founded in Springville, Utah and still has significant operations there. It is planning to return its headquarters to Springville and is planning, in conjunction with its new headquarters, a mixed-use development which straddles the border between Provo and Springville. The Springville Rising Development (the "Development") spans 31 acres. 21.62 of the acres are in Provo City and 8.57 acres are in Springville City. The Development's location is shown on the maps below.




The Development consists of the following:

| | Townhomes | Condos | Food & Beverage / Retail | Office |
|---|---|---|---|---|
| Provo | 167 Units | 90 Units | 9,960 SqFt | 0 SqFt |
| Springville | 0 Units | 0 Units | 67,283 SqFt | 27,526 SqFt |
| **Total** | **165 Units** | **90 Units** | **77,243 SqFt** | **27,526 SqFt** |

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**Potential Issues**

One potential concern for Provo City is the makeup and placement of the mixed-use development. Provo is slated to hold 100% of the project’s residential development but only 10% of the commercial development. Residential development generally contributes more towards a city’s costs compared to commercial development, which typically provides cities with more revenues relative to costs though higher property values (primary residential is discounted 45% for the assessed taxable value) and sales tax revenues. The layout of the development appears to provide Springville with most of the benefits, the commercial development, while saddling Provo with more costly residential development.

The second potential concern relates to the request to change the zoning from PIC to mostly MDR with a little CG.  The fear is that PIC would be a more beneficial and productive zone for the land for Provo City compared to mostly residential with a little bit of commercial. Under PIC zoning, the City would expect to see nonpolluting light manufacturing uses, commercial uses, and professional office uses develop. These uses would produce more jobs, help diversify and strengthen Provo’s economy, and create less in the way of additional costs to the City. This compounds the concern that, by supporting and permitting the development, Provo City will be increasing its costs and reducing its revenues.

**Solution**

A proposed solution to the potential concerns is for Provo and Springville to share net revenues with each other. Both cities calculate their total revenues from the Development from property taxes and sales taxes. Both cities estimate their costs from the Development from providing public safety. The cities then determine what their net benefit was. The city with the greater benefit divides the difference between their net benefit and the other city’s net benefit by 2, keeps one half of the amount, and shares the other half with the other City.

**FISCAL IMPACT:** In a year with low sales tax revenues, Provo would transfer $19,000 to Springville. In a year with high sales tax revenues, Provo would receive $16,000 from Springville.

**COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:**
Support economic growth and development

# Exhibit A

# INTERLOCAL COOPERATION AGREEMENT
(Development)

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between SPRINGVILLE CITY, a political subdivision of the State of Utah, with an address at 110 South Main Street, Springville, Utah 84663, and PROVO CITY, a political subdivision of the State of Utah, with an address at 445 W Center Street, Provo, Utah 84601.

## RECITALS

A. Pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including cities of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action and to exchange services that they are each authorized by statute to provide.

B. Provo and Springville want to jointly encourage commercial and residential development along their mutual borders and desire to reduce risk for both cities by sharing in the tax proceeds generated from the development.

C. The governing bodies of Springville City and Provo City have by resolution agreed to adopt this Agreement.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**Section 1. Purpose.**

This Agreement has been established and entered into between Springville City and Provo City for the purpose of agreeing to the terms under which the parties will mutually share in future tax proceeds from a development along the shared border between the cities at a location west of State Route 89 and north of State Route 75. The area consists of approximately 30.19 acres, exclusive of dedicated streets and comprising the following parcel serial numbers:

| | |
|---|---|
| Provo | 23:002:0041, 47:358:0003, 23:014:0013 |
| Springville | 23:015:0042, 23:015:0043, 23:015:0041, 40:465:0002, 40:465:0001, 23:015:0044, 47:417:0006 |

**Section 2. Effective Date and Duration.**

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. The term of this Agreement shall be from January 1, 2027 to December 31, 2042 ("Initial Term").

c. This Agreement shall be reviewed as to proper form and compliance with applicable law by an attorney for each of the parties.

**Section 3. Administration of Interlocal Cooperation Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-207 of the Utah Code Annotated, Springville City's City Administrator, or his or her designee, shall act as the administrator responsible for the administration of this Agreement and shall have all powers provided by Springville City rule, ordinance, or practice, as is necessary to administer and carry out this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties.

**Section 4. Revenue Sharing.**

Springville City and Provo City will not commence sharing revenues until the Springville Rising development is 90% complete as measured by the total developed residential units and commercial square feet. The Springville Rising development plan proposes 120,796 square feet of commercial space and 257 residential units. Based on these estimates, once at least 108,716 square feet of commercial space is developed and 231 residential units, the cities will begin sharing net revenues.

Once at least 90% of the development is completed and within 60 days following the receipt of sales tax information for December of the preceding year, each party shall calculate the sales and local property tax collected on the subject parcels. The difference shall be split equally between the parties with the city receiving more tax revenues remitting payment for half the value to the other city within 30 days after the 60-day reporting period.

To balance the cost of providing police and fire services to the developed properties with the revenues that are coming into the two cities, Springville and Provo will estimate the cost to provide public safety services with the revenues the cities are receiving. These cost assumptions come from Provo City's Business & Rental License Fee Cost of Service Analysis, dated October 2025. The cities will assume each additional residential unit will generate an additional 0.06 calls for both police and fire respectively and each additional commercial pad will produce an additional 1.18 calls for police and 0.59 calls for fire. Table 17 of the Business & Rental License Fee Cost of Service Analysis details estimates for 52 different uses, however, to simplify managing this agreement, all uses will assume the assumptions for Accommodation and Food Services. The cost for a police call is $410.51 and the cost for a fire call is $379.44.

Below is an example of how costs will be calculated:

| | Residential Units | Additional Police Calls per Unit | Cost for Police Call | Total Additional Cost for Police Calls | | Additional Fire Calls per Unit | Cost for Fire Calls | Total Additional Cost for Fire Calls | Total Residential Public Safety Costs |
|---|---|---|---|---|---|---|---|---|---|
| Springville | 0 | 0.06 | $410.51 | $0 | | 0.06 | $379.44 | $0 | $0 |
| Provo | 257 | 0.06 | $410.51 | $6,573 | | 0.06 | $379.44 | $6,104 | $12,677 |

| | Retail Pads | Additional Police Calls per Retail Pad | Cost for Police Calls | Total Additional Cost for Police Calls | | Additional Fire Calls per Retail Pad | Cost for Fire Calls | Total Additional Cost for Fire Calls | Total Commercial Public Safety Costs |
|---|---|---|---|---|---|---|---|---|---|
| Springville | 16.8 | 1.18 | $410 | $8,148 | | 0.59 | $379.44 | $3,766 | $11,914 |
| Provo | 2.5 | 1.18 | $410 | $1,206 | | 0.59 | $379.44 | $577 | $1,764 |

| | Total Residential Public Safety Costs | Plus | Total Commercial Public Safety Costs | Equals | Total Additional Costs |
|---|---|---|---|---|---|
| Springville | $0 | + | $11,914 | = | $11,914 |
| Provo | $12,677 | + | $1,764 | = | $14,441 |

The city that receives more net benefit shares the difference between their net benefit and the other city's net benefit divided by 2.

**Section 5. Definitions.**

Sales Tax shall be calculated as the locally retained point of sale number. The formula shall be local sales tax collected on named parcels times 50%.

Property Tax shall be the sales tax collected under the respective city's total local property taxes for any given year. For the year 2025, the number is 0.001678 for Provo and 0.001079 for Springville.

**Section 6. Termination**

This Agreement shall terminate on December 31, 2042, but the parties expressly agree to make a final revenue sharing payment for calendar year 2042 in 2043.

**Section 7. Indemnification**

The parties to this Agreement are both governmental entities subject to the Governmental Immunity Act. Each party agrees to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts of its own officers or agents in connection with this Agreement. The obligation to indemnify is limited to the damage cap amounts set forth in the Governmental Immunity Act. This paragraph shall not be construed as a waiver of the rights, immunities, defenses or protections of the Governmental Immunity Act, including limitation of judgments.

**Section 8. Filing of Agreement**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

**Section 9. Notice of Default; Corrective Action**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**Section 10. Rights and Remedies**

In the event of any breach hereunder and after the lapse of the cure period as per Section 9 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**Section 11. Governing Law, Jurisdiction, and Venue**

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

**Section 12. Costs of Enforcement**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

**Section 13. Notice**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

**Section 14. Miscellaneous**

**A. Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained, unless the severance of such condition, covenant, or other provision defeats the essential purposes of this Agreement, in which case this Agreement shall be considered invalid or void in its entirety. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**B. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

**C. Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

**D. Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

**E. Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

**F. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**G. Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

**H. Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach

must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

**- SIGNATURES ON FOLLOWING PAGE -**

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

**DATED this ____ day of _____, 2026.**

**SPRINGVILLE CITY**

**By:_____**
**MATT PACKARD, Mayor**

**ATTEST:**

**By:_____**
**KIM CRANE, City Recorder**

**APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:**

**_____**
**JOHN A. PENROD,**
**Springville City Attorney**

**DATED this _____ day of _____, 2026.**

**PROVO CITY**

**By:_____**
**MARSHA JUDKINS, Mayor**

**ATTEST:**

**By:_____**
**HEIDI ALLMAN, City Recorder**

**APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:**

**_____**
**BRIAN JONES**
**Attorney for Provo City**

# Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

## General Plan Map Amendment




Existing General Plan Map




Proposed General Plan Map

# Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

## Zone Map Amendment




Existing Zone Map




Proposed Zone Map

# Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

## Concept Plan

- 168 Townhomes
- 90 Condos
- 9,960 square feet of retail/food
- 9.39 acres of open space




Concept Plan in Context



# Ironton Redevelopment Project – 3657 S Sierra Vista Way

## General Plan Amendment, Zone Map Amendment, Concept Plan

**South State Street Design Corridor and Guidelines.**

(a) *Purpose and Intent*. The Provo City General Plan promotes architectural and design excellence. Many properties fronting South State Street are vacant or underdeveloped. There is substantial development potential and an opportunity to substantially improve the image of this major gateway into Provo City. Design guidelines are essential to assure that new development and property improvements enhance the character and make a positive visual and physical contribution to the State Street corridor and surrounding neighborhoods. Design guidelines will accomplish the following:

•Promote attractive development.

•Enhance the image of this gateway into the City and the City in general.

•Enhance property values.

•Attract customers to businesses.

•Facilitate a more walkable and healthier atmosphere that integrates the needs of the pedestrian with those of drivers.

•Streamline the development approval process.

Well-designed buildings will also enhance the general quality of life and create a "sense of place" along this southern gateway into Provo City that will benefit property owners and residents in the surrounding neighborhoods and the entire City.

(b) *Boundaries*. State Street Design Guidelines encompass all properties fronting State Street between the 900 East intersection and 1860 South.

(c) *Applicability*. The South State Street Design Guidelines will serve as a supplement to the Zoning Ordinance. New construction, additions and exterior alterations to all principal buildings and accessory buildings that are located within one hundred (100) feet of South State Street and any public street that intersects with South State Street for one hundred (100) feet from South State Street shall be subject to these Design Guidelines.

(e) *Building Location*.

(i) Buildings shall be located a minimum of ten (10) feet but no more than twenty (20) feet from the front or street side yard property lines. All areas between the front or street side yard property lines and any principal building shall be landscaped as follows:

(A) One (1) tree shall be provided for every fifty (50) feet of building frontage. Trees may be grouped or spaced evenly.

(B) Foundation plantings shall be used to achieve a minimum fifty percent (50%) coverage at maturity. Layered planting is encouraged.

(C) Landscape should be used to highlight primary entryways.

(ii) Paving in the front or street side yards shall be limited to driveways that lead directly to interior side yard or rear yard parking. All front and street side yard areas that are not used as a driveway shall be landscaped at the same depth as the front or street side yard located between the principal building(s) and the public street.

(iii) All structures shall have at least one (1) primary entry that faces State Street.

(iv) Entryways shall be highlighted (focal point) with design elements and variations that give orientation, transition, and aesthetically pleasing character to the building. Each principal building on site should have clearly defined, highly visible customer entrances. In all cases, entryways should provide protection from the weather by projecting away from the main facade and by utilizing one (1) or more of the following design elements listed below:

(A) Awnings.

(B) Canopies, arcades, or porticos.

(C) Alcoves.

(D) Overhangs/eaves.

Clyde CAPITAL GROUP

# PROVO PLANNING COMMISSION

7.6.2026

# CONCEPT SITE PLAN




IRONTON

CONCEPT PLAN
PROVO REZONE

MAP DATE: 05.30.2025

SCALE: 1"=60'

LDG

CLYDE COMPANIES

Clyde CAPITAL GROUP

# PRECEDENT IMAGERY



# CIRCULATION PLAN



# CONCEPT PARKING PLAN




IRONTON

PARKING PLAN
PROVO REZONE
MAP DATE: 03.20.2025

SCALE: 1"=80'

# TRAFFIC IMPACT STUDY RECOMMENDATIONS



# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

**Submitter:** AARDMORE
**Presenter:** Aaron Ardmore, Planning Supervisor
**Department:** Development Services
**Meeting Date:** 8/11/2026
**Requested Duration (Minutes):** 15 minutes
**CityView or Issue File Number:** PLRZ20260006

**SUBJECT:** 6 An ordinance amending the zone map classification of real property, generally located at 3657 S Sierra Vista Way, from the PIC zone to the medium density residential (MDR) and general commercial (CG) zones. Spring Creek. (PLRZ20260006)

**ADMINISTRATIVE RECOMMENDATION:** Planning Commission recommends approval.

**ADMINISTRATIVE MEMO:** STAFF ANALYSIS
Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:
(a) Public purpose for the amendment in question;

Applicant Response: “The purpose of the requested rezone is to facilitate the development of Springville Rising, a compact, walkable mixed-use district that embodies the principles of sustainable urban design and smart growth.”

Staff Response: The proposed zone changes are needed to facilitate the development plan imagined with the concepts shown in the below attachment and described above.

FINDING: Meets standard.

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

Applicant Response: “The [proposed zoning] will allow for a greater diversity of land uses and housing types while enhancing pedestrian mobility, neighborhood connectivity, and economic vitality. In contrast, the existing Planned Industrial Commercial (PIC) zoning primarily accommodates industrial and large-format commercial uses that do not support the creation of a pedestrian-oriented, mixed-use environment.”

Staff Response: The proposed MDR and CG zones are the best fit to deliver the proposed development.

FINDING: Meets standard.

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

Applicant Response: “The proposed amendment supports and advances the overarching goals and policies of the Provo City General Plan by:
- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents
- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community.”

Staff Response: The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the Southeast Neighborhoods Plan.

FINDING: Meets standard.

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

Applicant Response: No response.

Staff Response: There are no provisions for timing and sequencing articulated for this.

FINDING: Meets standard.

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

Applicant Response: “the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community.”

Staff Response: The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

FINDING: May meet standard, depending on priorities.

(f) Adverse impacts on adjacent landowners; and

Applicant Response: No response.

Staff Response: Adjacent landowners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

FINDING: Meets standard.

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

Applicant Response: No response.

Staff Response: Staff have confirmed the General Plan and Zone Map designations are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.
Applicant Response: No response.

Staff Response: Policies have taken precedence.

FINDING: Meets standard.

In addition to the criteria from Provo City Code 14.02 addressed above, the General Plan has established criteria for any zone change for residential development, found on page 45, as follows: (staff responses in bold)

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

? Promote a mix of home types, sizes, and price points Yes, there are a variety of townhome and condo layouts proposed in the concept plans.

? Support zoning to promote ADUs and infill development No, building types would not permit ADU's and this would not be considered infill development.

? Recognize the value of single-family neighborhoods Possibly, these units may take pressure off of over-occupying or densifying single-family neighborhoods.

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

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

• Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? Yes, UTA route 821 Main St / 1400 N stop is within a half-mile.

• Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? No.

• Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? Maybe, though the concept provides more off-street parking than is required by code.

• Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? Unknown, the applicant has been informed of this priority. Is the applicant willing to guarantee such? Unknown.

• Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI? Is the applicant willing to guarantee such? Unknown, the applicant has been informed of this priority.

**FISCAL IMPACT:** None

**COUNCIL STAFF MEMO:**

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 3657 S SIERRA VISTA WAY, FROM THE PLANNED INDUSTRIAL COMMERCIAL (PIC) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (MDR) AND GENERAL COMMERCIAL (CG) ZONES. SPRING CREEK NEIGHBORHOOD. (PLRZ20260006)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 21.6 acres of real property, generally located at 3657 S Sierra Vista Way (an approximation of which is shown or described in Exhibit A and a more precise description of which is shown in Exhibit B), be amended from the Planned Industrial Commercial (PIC) Zone to the Medium Density Residential (MDR) and General Commercial (CG) Zones;

On July 8, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by a 4:2 vote;

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

On August 11, 2026, 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, and having considered the impact of the proposed ordinance on family health, stability, and formation, 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 Planned Industrial Commercial (PIC) Zone to the Medium Density Residential (MDR) and General Commercial (CG) Zones for the real property described in this ordinance.

PART II:

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

PART III:

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

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

C. Except as otherwise stated in Part II, 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 the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

E. Notwithstanding any provision or language to the contrary in this ordinance, if the Development Agreement authorized in Part II 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. Because the zone map classification change contemplated in Part I cannot come into effect if the Development Agreement is not executed, neither the applicant nor any successor(s) in interest has any vested rights under this ordinance if it expires.

EXHIBIT A

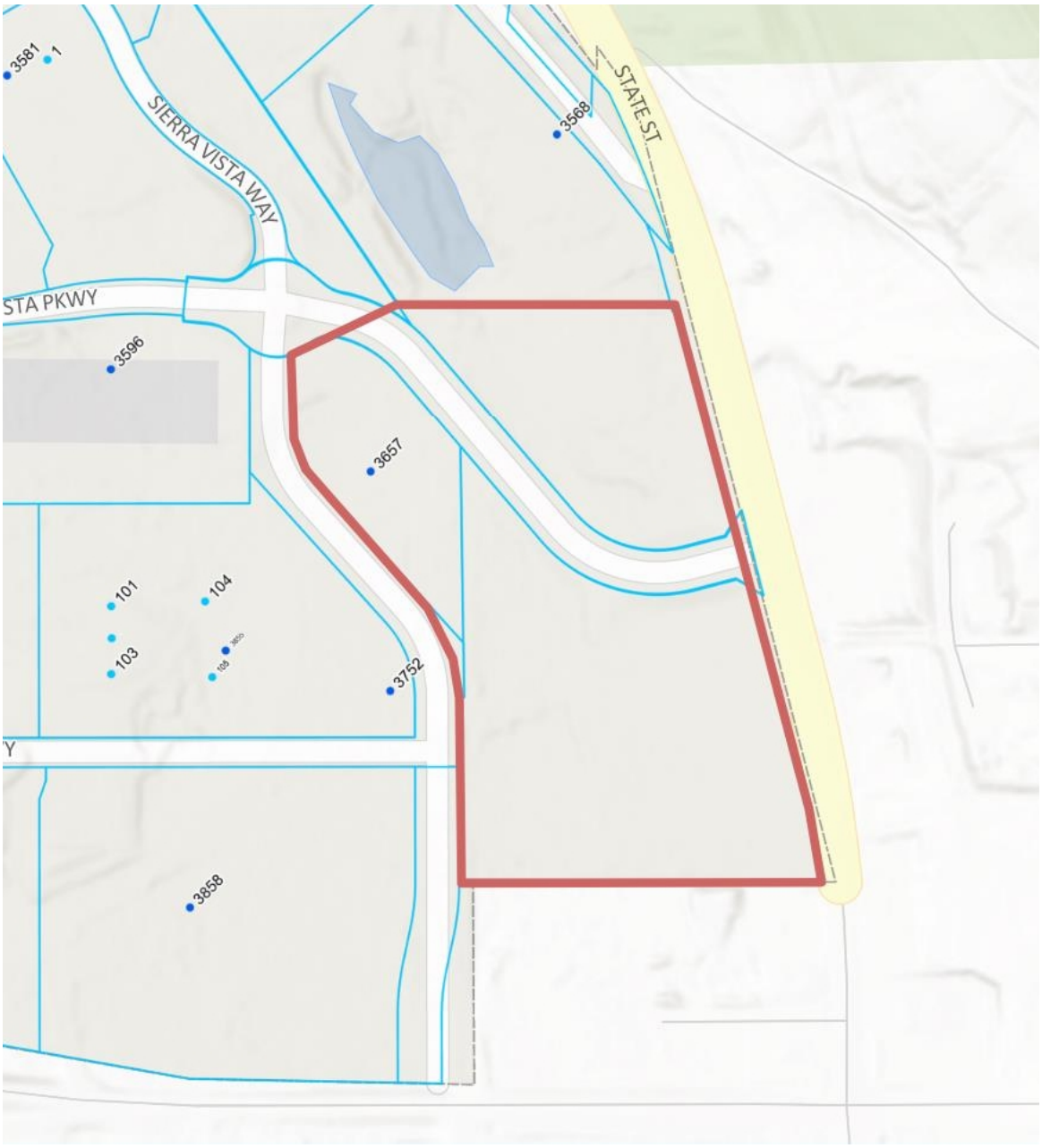

3581
1
SIERRA VISTA WAY
STATE ST
3568
STA PKWY
3596
3657
101
104
103
3752
3858

EXHIBIT B

**MDR (NORTH PARCELS)**

All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET;

THENCE N 75°36'56.00" E, 95.60 FEET; THENCE S 59°23'04.00" E, 31.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 432,621.50 SQUARE FEET OR 9.93 ACRES, MORE OR LESS.

**CG (SOUTH PARCEL)**

BEGINNING AT A POINT SOUTH 56°50'19.39" WEST, 1013.48 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 91.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,116.80 FEET, A DELTA ANGLE OF 01°23'39.75", AND WHOSE LONG CHORD BEARS S 06°12'57.00" E, 75.85 FEET; THENCE N 89°54'40.00" W, 821.78 FEET; THENCE N 00°00'46.51" W, 66.33 FEET; THENCE N 89°57'38.61" E, 113.68 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS N 76°03'19.63" E, 48.06 FEET; THENCE N 62°09'00.64" E, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS N 76°04'30.32" E, 72.20 FEET; THENCE N 89°59'60.00" E, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS N 85°41'15.75" E, 45.12 FEET; THENCE N 81°22'31.49" E, 46.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

**DEVELOPMENT AGREEMENT**
**FOR**
**IRONTON – PROVO RESIDENTIAL**

**(Mountain Vista Parkway and Highway 89/State Street)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as "City," and Springville Rising, 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 21.61 acres of land located within the City of Provo as is more particularly described on EXHIBIT A (the "Property"), attached hereto and incorporated herein by reference.

B. On _____, 2026, the City Council approved Ordinance _____, zoning the Property to be included in the Medium Density Residential (MDR) Zone (including according to the City's zoning map) (the "Vesting Ordinance"), based on the Concept Plan set forth in 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 10-20-508(1) 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., §10-20-101, et seq.

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 Medium Density Residential (MDR) 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 generally in accordance with the Concept Plan, and in accordance with 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 Development Services 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, may not alter 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. Developer agrees that a maximum of 25% of the total residential dwelling units within the Project may be rented or leased to non-owner-occupants. The rental limitation set forth in this subparagraph shall be included in the covenants,

conditions, and restrictions for the Project, recorded prior to the issuance of the first certificate of occupancy issued for a residential dwelling unit in the Project, and administered and/or enforced by the owners association.

b. Developer agrees that all residential dwelling units within the Project shall be subject to an Approved Deed Restriction providing that each such residential dwelling unit shall be owner-occupied for the two (2)-year time period commencing with the issuance of the certificate of occupancy for each such residential dwelling unit. An "Approved Deed Restriction" means the form of deed restriction to demonstrate compliance with the two (2)-year owner-occupancy requirements of this subparagraph, which shall be reasonably approved by the City and Developer prior to the issuance of the first certificate of occupancy issued for a residential dwelling unit in the Project.

c. Developer agrees to work in good faith to incorporate additional landscape buffering between the residential uses within the Project and adjacent industrial uses outside of the Project.

d. Developer agrees to cooperate in good faith with the City and other applicable entities in support of functional pedestrian and other non-automotive crossings of Mountain Vista Parkway within the Project.

e. Developer agrees to work in good faith with the Utah Transit Authority (UTA) and the Utah Department of Transportation (UDOT) in support of pedestrian connection(s) from the Project to public transit in the immediate vicinity of the Project.

5. Construction Standards and Requirements. Except to the extent that this Agreement imposes additional restrictions above and beyond those imposed by City Ordinances, 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., §10-20-902.

i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project is required to comply with future changes to City Ordinances 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 apply to the Project;

2. Compliance with State and Federal Laws. Future laws that are generally applicable to all properties in the City and that 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;

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; or

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" occurs 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: Springville Rising, LLC
c/o Clyde Capital Group
Attn: Adam Ostler
482 W. 800 North, #204
Orem, UT 84057
Phone: (801) 222-3392

With a copy to: Clyde Companies, Inc.
Attn: Brandon Hale, General Counsel
730 N. 1500 W.
Orem, UT 84057
Phone: (801) 802-6900

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, site plans, 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.

e. Permissible Assignment. Notwithstanding anything to the contrary in this Section 10, Developer is authorized to assign this Agreement without the City's consent if (a) Developer assigns the Agreement to an Affiliate in which Developer or its Affiliates holds a direct or indirect interest, or manages and Controls such Affiliate, (b) Developer has already recorded the instruments required by subparagraph (9)(g), (c) the assignee has already complied with the requirements of subparagraph (10)(d), and (d) within five (5) business days of such assignment, Developer delivers written notice thereof to the City, which notice must include proof of compliance with this subparagraph (e). For purposes of this subparagraph (e):

i. the term "Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person,

ii. the term "Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization that is a legal entity, and any governmental authority, and

iii. the term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of

a Person, whether through the ownership of voting securities or general partnership or membership interests or managerial rights, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person is deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

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. Entire Agreement; Interpretation. This Agreement, and all Exhibits hereto, is the entire agreement between the Parties and may be amended only in writing signed by the Parties hereto. If there is a conflict between the Exhibits to this Agreement and a specific provision or the language of this Agreement, then this Agreement's specific provision or language shall control.

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

**CITY:**

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By:_____
Mayor Marsha Judkins

**DEVELOPER:**

SPRINGVILLE RISING, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH )
:ss
COUNTY OF UTAH )

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Springville Rising, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public

**Exhibit A**

**Legal Description of the Property**

ALL OF LOT 3 OF NEW VISTA SOUTH SUBDIVISION LOCATED IN THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, RECORDED AS ENTRY NUMBER 11625-2019 IN MAP BOOK 47, PAGE 358 OF THE UTAH COUNTY RECORDER'S OFFICE.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET; THENCE N 75°36'56.00" E, 95.60 FEET; THENCE S 59°23'04.00" E, 31.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 432,621.50 SQUARE FEET OR 9.93 ACRES, MORE OR LESS.

BEGINNING AT A  POINT SOUTH 56°50'19.39" WEST, 1013.48 FEET,  FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 91.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,116.80 FEET, A DELTA ANGLE OF 01°23'39.75", AND WHOSE LONG CHORD BEARS S 06°12'57.00" E, 75.85 FEET; THENCE N 89°54'40.00" W, 821.78 FEET; THENCE N 00°00'46.51" W, 66.33 FEET; THENCE N 89°57'38.61" E, 113.68 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS N 76°03'19.63" E, 48.06 FEET; THENCE N 62°09'00.64" E, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS N 76°04'30.32" E, 72.20 FEET; THENCE N 89°59'60.00" E, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS N 85°41'15.75" E, 45.12 FEET; THENCE N 81°22'31.49" E, 46.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

**Exhibit B**

**Concept Plan**
**(attached)**




# IRONTON

## CONCEPT PLAN
## PROVO REZONE

MAP DATE: 07.28.2026

Provo City Planning Commission

# Report of Action

July 08, 2026

***ITEM 4** Eric Langvardt requests a Zone Map Amendment from the PIC (Planned Industrial Commercial) Zone to the MDR and CG Zones for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLRZ20260006

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

## RECOMMENDED APPROVAL

On a vote of 4:2, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Tosh Metzger
Second By: Jon Lyons
Votes in Favor of Motion: Tosh Metzger, Jon Lyons, Matt Wheelwright, Melissa Kendall
Votes Not in Favor: Jonathon Hill (believes de-annexing to Springville may be better), Joel Temple
Matt Wheelwright 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 MDR and CG Zones is described in the attached Exhibit A.

**RELATED ACTIONS**

PLGPA20260012, agenda item #3, July 8, 2026, Planning Commission agenda, recommended approval.
PLCP20260011, agenda item #5, July 8, 2026, Planning Commission agenda, approved with conditions.

**APPROVED/RECOMMENDED OCCUPANCY**

*258 Total Units
*Type of occupancy approved: Family
*Standard Land Use Codes 1112, 1151, 5810

**APPROVED/RECOMMENDED PARKING**

*582 residential and 94 commercial total parking stalls required
*659 residential and 146 commercial total parking stalls provided

**DEVELOPMENT AGREEMENT**

- Applies - referred applicant to Council Attorney.

**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. Staff responded to Planning Commission questions regarding code standards, parking, concept site plan details, and adjacent uses during the hearing.

**CITY DEPARTMENTAL ISSUES**

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

**NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 10/15/2025.

**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: None.

**APPLICANT RESPONSE**

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

- Adam Ostler (Clyde Companies) gave an overview of the proposal and answered planning commission questions

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- Transition standards from the adjacent industrial users;
- Annexation or de-annexation of property so development falls entirely in Springville;
- Price points, design of residential units;
- Potential for overflow parking;
- Desire for improved walkability and connectivity within the area;
- Remediation efforts for the soils in the area; and
- Powerline corridor design and setbacks.
- Commissioners directed the applicant to comply with the South State Street design corridor by bringing a structure to the State Street frontage in the proposed CG zone area.
- The Commission deliberated on the proposals, indicating that there is some concern with the adjacent uses, connectivity, and isolated feel of the proposal. There was also some concern regarding the loss of industrial land to residential without a tax benefit to Provo.
- Some commissioners noted that the development fits with the pattern of South State Street and that this would be a good starting point for development in this area.
- The Commission determined that the South State Street design corridor does apply to the entire site and project plans will need to reflect compliance with those standards.

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

**MDR (NORTH PARCELS)**
All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET; THENCE N 75°36'56.00" E, 95.60 FEET; THENCE S 59°23'04.00" E, 31.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 432,621.50 SQUARE FEET OR 9.93 ACRES, MORE OR LESS.

**CG (SOUTH PARCEL)**
BEGINNING AT A POINT SOUTH 56°50'19.39" WEST, 1013.48 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 91.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,116.80

FEET, A DELTA ANGLE OF 01°23'39.75", AND WHOSE LONG CHORD BEARS S 06°12'57.00" E, 75.85 FEET; THENCE N 89°54'40.00" W, 821.78 FEET; THENCE N 00°00'46.51" W, 66.33 FEET; THENCE N 89°57'38.61" E, 113.68 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS N 76°03'19.63" E, 48.06 FEET; THENCE N 62°09'00.64" E, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS N 76°04'30.32" E, 72.20 FEET; THENCE N 89°59'60.00" E, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS N 85°41'15.75" E, 45.12 FEET; THENCE N 81°22'31.49" E, 46.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report Hearing Date: July 8, 2026

***ITEM 4** Eric Langvardt requests a Zone Map Amendment from the PIC (Planned Industrial Commercial) Zone to the MDR and CG Zones for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLRZ20260006

| | |
|---|---|
| **APPLICANT:** | Eric Langvardt |
| **PROPERTY OWNER:** | Springville Rising LLC |
| **PARCEL ID:** | 23:014:0013; 47:358:0003; 23:002:0041 |
| **ACREAGE:** | 21.6 |
| **CURRENT LEGAL USE:** | Vacant |
| **GENERAL PLAN DESIGNATION:** | Industrial (I) |
| **CURRENT ZONE:** | Planned Industrial Commercial (PIC) |
| **APPLICATION TYPE:** | Legislative Decision – Planning Commission will make a recommendation to the City Council. |

## PROPERTY HISTORY

The three properties included in this proposed project make up the southeast point of Provo City and have been zoned PIC since their inclusion into city boundaries. These vacant properties have no history of building permits or legal established uses but have been used for construction storage at times over the past twenty years.

## NEIGHBORHOOD FEEDBACK

This proposal was introduced to the East District Neighborhood (formerly District 2) on October 15, 2025. The minutes of that discussion are attached to this report (attachment #3) and include resident concerns regarding lack of economic/sales tax benefit to Provo, balance of land uses, traffic, amenities, public benefits, and Provo identity.

## PROJECT SUMMARY

The proposed project is a part of the vision from Clyde Companies that flows through Springville City and Provo City attempting to deliver a walkable, mixed-use corridor. The Provo portion of proposal includes approximately 9,960 square feet of retail space across 2.42 acres of proposed General Commercial (CG) Zoning, 90 condominium units and 168 townhome units over 19.2 acres of proposed Medium Density Residential (MDR) Zoning, and associated parking and amenity areas.

This proposal includes the concept plan referred to above, a General Plan Map Amendment to change the designation of the property from the Industrial (I) designation to the Mixed-Use (MU) designation, and this Zone Map Amendment from the PIC Zone to the MDR and CG Zones.

## STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

**Applicant Response: "**The purpose of the requested rezone is to facilitate the development of Springville Rising, a compact, walkable mixed-use district that embodies the principles of sustainable urban design and smart growth."

**Staff Response:** The proposed zone changes are needed to facilitate the development plan imagined with the concepts shown in the below attachment and described above.

**FINDING: Meets standard.**

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

**Applicant Response: "**The [proposed zoning] will allow for a greater diversity of land uses and housing types while enhancing pedestrian mobility, neighborhood connectivity, and economic vitality. In contrast, the existing Planned Industrial Commercial (PIC) zoning primarily accommodates industrial and large-format commercial uses that do not support the creation of a pedestrian-oriented, mixed-use environment."

**Staff Response:** The proposed MDR and CG zones are the best fit to deliver the proposed development.

**FINDING: Meets standard.**

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

**Applicant Response: "**The proposed amendment supports and advances the overarching goals and policies of the Provo City General Plan by:

- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents
- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community."

**Staff Response:** The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the

Southeast Neighborhoods Plan.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** There are no provisions for timing and sequencing articulated for this.

**FINDING: Meets standard.**

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

**Applicant Response: "**the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community."

**Staff Response:** The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

**FINDING: May meet standard, depending on priorities.**

(f) Adverse impacts on adjacent landowners; and

**Applicant Response:** No response.

**Staff Response:** Adjacent landowners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** Staff have confirmed the General Plan and Zone Map designations are

correct.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** Policies have taken precedence.

**FINDING: Meets standard.**

In addition to the criteria from Provo City Code 14.02 addressed above, the General Plan has established criteria for any zone change for residential development, found on page 45, as follows: (staff responses in **bold**)

- Would the rezone promote one of the top 3 housing strategies? **Yes**
  - Promote a mix of home types, sizes, and price points **Yes, there are a variety of townhome and condo layouts proposed in the concept plans.**
  - Support zoning to promote ADUs and infill development **No, building types would not permit ADU's and this would not be considered infill development.**
  - Recognize the value of single-family neighborhoods **Possibly, these units may take pressure off of over-occupying or densifying single-family neighborhoods.**
- Are utilities and streets currently within 300 feet of the property proposed for rezone? **Yes.**
- Would the rezone exclude land that is currently being used for agricultural use? **Yes.**
- Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? **Yes, UTA route 821 Main St / 1400 N stop is within a half-mile.**
- Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? **No.**
- Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? **Maybe, though the concept provides more off-street parking than is required by code.**
- Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? **Unknown, the applicant has been informed of this priority.**
  Is the applicant willing to guarantee such? **Unknown.**

• Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI? Is the applicant willing to guarantee such? **Unknown, the applicant has been informed of this priority.**

## POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Recommend Approval**: The proposal is consistent with the General Plan. (*Planning Commission recommends approval to the City Council of a Zone Map Amendment from the PIC Zone to the MDR and CG Zones for 21.6 acres of land located at 3657 S Sierra Vista Way*)
2. **Recommend Denial**: The proposal is not consistent with the General Plan. (*Planning Commission recommends denial to the City Council of a Zone Map Amendment from the PIC Zone to the MDR and CG Zones for 21.6 acres of land located at 3657 S Sierra Vista Way*)
3. **Continue**: New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons*)

## ATTACHMENTS

1. Current Zone Map
2. Concept Plan
3. Neighborhood Meeting Minutes

# ATTACHMENT 1 – CURRENT ZONE MAP



# ATTACHMENT 2 – CONCEPT PLAN




IRONTON

CONCEPT PLAN
PROVO REZONE
MAP DATE: 05.06.2026

SCALE: 1"=60'

LDG

CLYDE COMPANIES

# ATTACHMENT 3 – NEIGHBORHOOD MEETING MINUTES

Proposed mixed use (residential and commercial) development project at State Street & Mountain Vista Parkway in the Spring Creek Neighborhood – Ryan Christofferson of Clyde Capital Group

Neighborhood Coordinator Rachel Breen noted this project is still in the idea phase.

Ryan Christofferson of Clyde Capital Group presented plans for approximately 40 acres on Provo's southeast corner extending into Springville, with half in each city. The overall vision includes a retail core with amenities like an ice rink and event lawn space to bring community together with retail, connected by pedestrian-friendly design to integrate the community with retail space.

On the Provo side, plans include 123 mid-density residentials (condominiums) in the northeast corner, surrounded by 174 townhomes, all for-sale products rather than rentals, plus 16,000 square feet of commercial space on the south end. The property is currently zoned industrial, and they seek mixed-use designation.

When asked for orientation, Christofferson clarified the location is west of State Street. Regarding retail type, he emphasized heavy food and beverage focus rather than general retail. The ice rink would be located in the area marked "community commons."

A South Provo resident expressed concern that all retail appears on Springville's side, meaning it won't appear in Google searches for South Provo and provides no sales tax benefit to Provo. Christofferson explained market demands drove the location at the busy 1400/State Street intersection, but acknowledged the concern about Provo getting all residential while Springville gets retail. He noted both cities are working on an interlocal tax-share agreement through their economic developers and city managers.

When asked if the ice rink would compete with Provo’s Peaks Ice Arena, Christofferson said they just want an amenity bringing people to the food and beverage retail space for gatherings and events, mentioning possibilities like March Madness viewing on the event lawn.

Multiple residents raised concerns about sales tax revenue, with one directly asking what benefit Provo receives beyond condominiums when residents will shop in Springville and an ice rink might reduce Peaks Ice Arena revenue. Christofferson acknowledged Provo would receive property tax income and emphasized they're asking both cities to work together on tax sharing through the interlocal agreement because the development works better as a whole than separated. Christofferson noted developers have stepped aside to let the cities determine specifics.

A resident asked about likelihood of achieving an interlocal agreement and precedent for Provo-Springville tax revenue sharing. Aaron Ardmore responded that it's a priority for Provo to recommend approval, requiring both rezoning and general plan amendment. Staff support depends on achieving interlocal sales tax sharing. While this is a first-of-its-kind proposal without precedent, Provo's economic development director Cody Hill is working closely with Springville's city manager. Without the agreement, staff support would be impacted.

A Zoom participant asked about grocery store plans given South Provo's lack of nearby grocery options. Christofferson indicated they're looking at neighborhood grocery store possibilities and working through it.

One resident suggested running retail and condominiums parallel rather than stacking them, allowing access from both Main Street and 1400 South so both cities naturally get half of each. Christofferson said they would take it into consideration.

The final question asked about the Clyde headquarters shown on the map, with Christofferson confirming Clyde Companies has broken ground on their new headquarters there, not just a sales office. When asked how much Clyde would make from the development, Christofferson only responded they're "giving a lot back to the community on this one" without providing specific numbers.

# Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

## General Plan Map Amendment




Existing General Plan Map




Proposed General Plan Map

# Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

## Zone Map Amendment




Existing Zone Map




Proposed Zone Map

# Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

## Concept Plan

- 168 Townhomes
- 90 Condos
- 9,960 square feet of retail/food
- 9.39 acres of open space




Concept Plan in Context



# Ironton Redevelopment Project – 3657 S Sierra Vista Way

## General Plan Amendment, Zone Map Amendment, Concept Plan

**South State Street Design Corridor and Guidelines.**

(a) *Purpose and Intent*. The Provo City General Plan promotes architectural and design excellence. Many properties fronting South State Street are vacant or underdeveloped. There is substantial development potential and an opportunity to substantially improve the image of this major gateway into Provo City. Design guidelines are essential to assure that new development and property improvements enhance the character and make a positive visual and physical contribution to the State Street corridor and surrounding neighborhoods. Design guidelines will accomplish the following:

•Promote attractive development.

•Enhance the image of this gateway into the City and the City in general.

•Enhance property values.

•Attract customers to businesses.

•Facilitate a more walkable and healthier atmosphere that integrates the needs of the pedestrian with those of drivers.

•Streamline the development approval process.

Well-designed buildings will also enhance the general quality of life and create a "sense of place" along this southern gateway into Provo City that will benefit property owners and residents in the surrounding neighborhoods and the entire City.

(b) *Boundaries*. State Street Design Guidelines encompass all properties fronting State Street between the 900 East intersection and 1860 South.

(c) *Applicability*. The South State Street Design Guidelines will serve as a supplement to the Zoning Ordinance. New construction, additions and exterior alterations to all principal buildings and accessory buildings that are located within one hundred (100) feet of South State Street and any public street that intersects with South State Street for one hundred (100) feet from South State Street shall be subject to these Design Guidelines.

(e) *Building Location*.

(i) Buildings shall be located a minimum of ten (10) feet but no more than twenty (20) feet from the front or street side yard property lines. All areas between the front or street side yard property lines and any principal building shall be landscaped as follows:

(A) One (1) tree shall be provided for every fifty (50) feet of building frontage. Trees may be grouped or spaced evenly.

(B) Foundation plantings shall be used to achieve a minimum fifty percent (50%) coverage at maturity. Layered planting is encouraged.

(C) Landscape should be used to highlight primary entryways.

(ii) Paving in the front or street side yards shall be limited to driveways that lead directly to interior side yard or rear yard parking. All front and street side yard areas that are not used as a driveway shall be landscaped at the same depth as the front or street side yard located between the principal building(s) and the public street.

(iii) All structures shall have at least one (1) primary entry that faces State Street.

(iv) Entryways shall be highlighted (focal point) with design elements and variations that give orientation, transition, and aesthetically pleasing character to the building. Each principal building on site should have clearly defined, highly visible customer entrances. In all cases, entryways should provide protection from the weather by projecting away from the main facade and by utilizing one (1) or more of the following design elements listed below:

(A) Awnings.

(B) Canopies, arcades, or porticos.

(C) Alcoves.

(D) Overhangs/eaves.

Clyde CAPITAL GROUP

# PROVO PLANNING COMMISSION

7.6.2026

# CONCEPT SITE PLAN




IRONTON

CONCEPT PLAN
PROVO REZONE

MAP DATE: 05.30.2025

SCALE: 1"=60'

LDG

CLYDE COMPANIES

Clyde CAPITAL GROUP

# PRECEDENT IMAGERY



# CIRCULATION PLAN



# CONCEPT PARKING PLAN




IRONTON

PARKING PLAN
PROVO REZONE
MAP DATE: 03.20.2025

SCALE: 1"=80'

# TRAFFIC IMPACT STUDY RECOMMENDATIONS



# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

**Submitter:** AARDMORE
**Presenter:** Aaron Ardmore, Planning Supervisor
**Department:** Development Services
**Meeting Date:** 8/11/2026
**Requested Duration (Minutes):** 15 minutes
**CityView or Issue File Number:** PLRGPA20260012

**SUBJECT:** 7 An ordinance amending the general plan map designation of real property, generally located at 3657 S Sierra Vista Way, from the industrial (I) designation to the mixed use (M) designation. Spring Creek Neighborhood. (PLGPA20260012)

**ADMINISTRATIVE RECOMMENDATION:** Planning Commission recommends approval.

**ADMINISTRATIVE MEMO:** PROJECT SUMMARY
The proposed project is a part of the vision from Clyde Companies that flows through Springville City and Provo City attempting to deliver a walkable, mixed-use corridor. The Provo portion of proposal includes approximately 9,960 square feet of retail space across 2.42 acres of proposed General Commercial (CG) Zoning, 90 condominium units and 168 townhome units over 19.2 acres of proposed Medium Density Residential (MDR) Zoning, and associated parking and amenity areas.

This proposal includes the concept plan referred to above, a Zone Map Amendment from the PIC Zone to the MDR and CG Zones, and this General Plan Map Amendment to change the designation of the property from the Industrial (I) designation to the Mixed-Use (MU) designation.

STAFF ANALYSIS
Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:
(a) Public purpose for the amendment in question;

Applicant Response: “The requested amendment is intended to better align the site’s development potential with the goals and policies outlined in the City’s General Plan and to support a more cohesive land use pattern within the surrounding context.”

Staff Response: The public purpose of providing a mix of uses in the area matches better to the surrounding current and future commercial and residential uses in

Springville than it does with the adjacent industrial uses in Provo. However, amending the General Plan map is needed to advance the proposed zone change and development plans as described by the applicant above.

FINDING: Meets standard.

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

Applicant Response: “The current Planned Industrial Commercial (PIC) zoning district primarily encourages industrial and large-scale commercial uses characterized by auto-oriented site layouts and limited pedestrian connectivity. These development patterns are inconsistent with the projects goals for creating a mixed-use, human-scaled urban environment that supports residential livability and economic diversity. Reclassifying the property to MU will allow for a more compatible land use framework that integrates residential, commercial, and civic spaces, thereby advancing the City’s objectives for sustainable growth, urban vitality, and a higher overall quality of life.”

Staff Response: The current designation would only allow industrial uses to continue to be developed, while the proposed amendment could facilitate what the applicant has described above.

FINDING: Meets standard.

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

Applicant Response: “The proposed amendment supports and advances the overarching goals and policies of
the Provo City General Plan by:
- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents
- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community.”

Staff Response: The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the Southeast Neighborhoods Plan.

FINDING: Meets standard.

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

Applicant Response: No response.

Staff Response: There are no provisions for timing and sequencing articulated for this.

FINDING: Meets standard.

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

Applicant Response: "the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community."

Staff Response: The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

FINDING: May meet standard, depending on priorities.

(f) Adverse impacts on adjacent land owners; and

Applicant Response: No response.

Staff Response: Adjacent land owners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

FINDING: Meets standard.

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

Applicant Response: No response.

Staff Response: Staff have confirmed the General Plan and Zone Map designations are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.
Applicant Response: No response.

Staff Response: This is a map amendment, so policies have taken precedence.

FINDING: Meets standard.

**FISCAL IMPACT:** None

**COUNCIL STAFF MEMO:**

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE GENERAL PLAN MAP DESIGNATION OF REAL PROPERTY, GENERALLY LOCATED AT 3657 S SIERRA VISTA WAY, FROM THE INDUSTRIAL (I) DESIGNATION TO THE MIXED USE (M) DESIGNATION. SPRING CREEK NEIGHBORHOOD. (PLGPA20260012)

RECITALS:

It is proposed that the designation on the Provo General Plan Map for approximately 21.6 acres of real property, generally located at 3657 S Sierra Vista Way (an approximation of which is shown or described in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the Industrial (I) designation to the Mixed Use (M) designation;

On July 8, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by a 5:1 vote;

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

On August 11, 2026, 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, and having considered the impact of the proposed ordinance on family health, stability, and formation, 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 designation on the Provo General Plan Map is amended from the Industrial (I) designation to the Mixed Use (M) designation for the real property described in this ordinance.

PART II:

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

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially 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 the Provo General Plan Map be updated and codified to reflect the provisions enacted by this ordinance.

EXHIBIT A

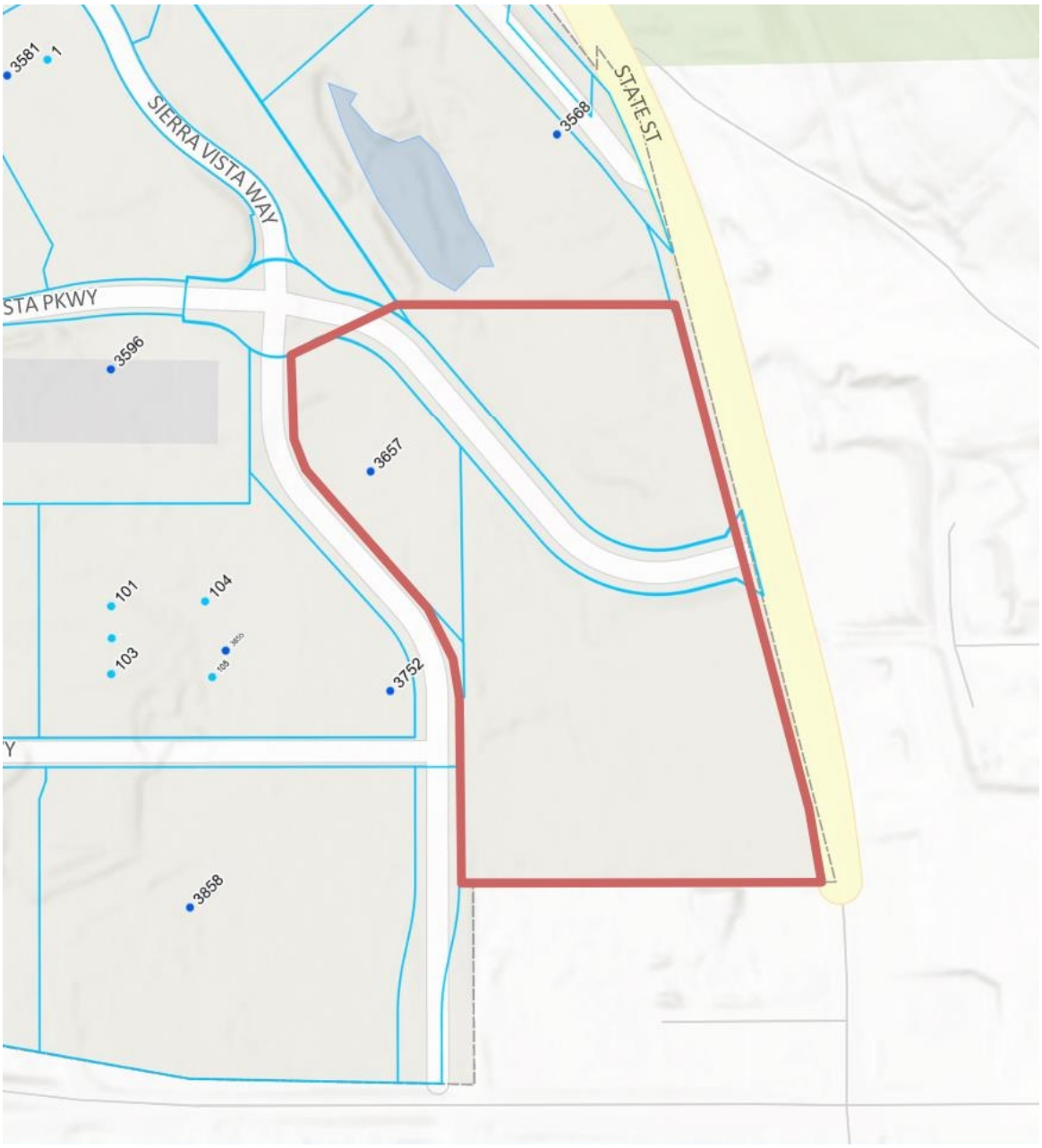

3581
1
SIERRA VISTA WAY
STATE ST
3568
STA PKWY
3596
3657
101
104
103
3752
3858

EXHIBIT B

**MDR (NORTH PARCELS)**

All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET;

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SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

Provo City Planning Commission

# Report of Action

July 08, 2026

***ITEM 3** Eric Langvardt requests an amendment to the General Plan Map to change the classification from Industrial (I) to Mixed-Use (M) for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLGPA20260012

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

## RECOMMENDED APPROVAL

On a vote of 5:1, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Jonathon Hill
Second By: Jon Lyons
Votes in Favor of Motion: Jonathon Hill, Jon Lyons, Melissa, Kendall, Matt Wheelwright, Tosh Metzger
Votes not in Favor: Joel Temple (desires an overall vision before proceeding with this plan)
*Matt Wheelwright 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 AMENDED**

The property to be amended to the Mixed Use (M) designation is described in the attached Exhibit A.

**RELATED ACTIONS**

PLRZ20260006, agenda Item 4, July 8, 2026, Planning Commission agenda, recommended approval.
PLCP20260011, agenda Item 5, July 8, 2026, Planning Commission agenda, approved with conditions.

**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. Staff responded to Planning Commission questions regarding code standards, parking, concept site plan details, and adjacent uses during the hearing.

**CITY DEPARTMENTAL ISSUES**

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

**NEIGHBORHOOD MEETING DATE**

- A neighborhood meeting was held on 10/15/2025.

**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: None.

**APPLICANT RESPONSE**

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

- Adam Ostler (Clyde Companies) gave an overview of the proposal and answered planning commission questions

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- Transition standards from the adjacent industrial users;
- Annexation or de-annexation of property so development falls entirely in Springville;
- Price points, design of residential units;
- Potential for overflow parking;
- Desire for improved walkability and connectivity within the area;
- Remediation efforts for the soils in the area; and
- Powerline corridor design and setbacks.
- Commissioners directed the applicant to comply with the South State Street design corridor by bringing a structure to the State Street frontage in the proposed CG zone area.
- The Commission deliberated on the proposals, indicating that there is some concern with the adjacent uses, connectivity, and isolated feel of the proposal. There was also some concern regarding the loss of industrial land to residential without a tax benefit to Provo.
- Some commissioners noted that the development fits with the pattern of South State Street and that this would be a good starting point for development in this area.
- The Commission determined that the South State Street design corridor does apply to the entire site and project plans will need to reflect compliance with those standards.

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

**MDR (NORTH PARCELS)**
All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

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DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report Hearing Date: July 8, 2026

***ITEM 3** Eric Langvardt requests an amendment to the General Plan Map to change the classification from Industrial (I) to Mixed-Use (M) for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLGPA20260012

| | |
|---|---|
| **APPLICANT:** | Eric Langvardt |
| **PROPERTY OWNER:** | Springville Rising LLC |
| **PARCEL ID:** | 23:014:0013; 47:358:0003; 23:002:0041 |
| **ACREAGE:** | 21.6 |
| **CURRENT LEGAL USE:** | Vacant |
| **GENERAL PLAN DESIGNATION:** | Industrial (I) |
| **CURRENT ZONE:** | Planned Industrial Commercial (PIC) |
| **APPLICATION TYPE:** | Legislative Decision – Planning Commission will make a recommendation to the City Council. |

## PROPERTY HISTORY

The three properties included in this proposed project make up the southeast point of Provo City and have been zoned PIC since their inclusion into city boundaries. These vacant properties have no history of building permits or legal established uses but have been used for construction storage at times over the past twenty years.

## NEIGHBORHOOD FEEDBACK

This proposal was introduced to the East District Neighborhood (formerly District 2) on October 15, 2025. The minutes of that discussion are attached to this report (attachment #3) and include resident concerns regarding lack of economic/sales tax benefit to Provo, balance of land uses, traffic, amenities, public benefits, and Provo identity.

## PROJECT SUMMARY

The proposed project is a part of the vision from Clyde Companies that flows through Springville City and Provo City attempting to deliver a walkable, mixed-use corridor. The Provo portion of proposal includes approximately 9,960 square feet of retail space across 2.42 acres of proposed General Commercial (CG) Zoning, 90 condominium units and 168 townhome units over 19.2 acres of proposed Medium Density Residential (MDR) Zoning, and associated parking and amenity areas.

This proposal includes the concept plan referred to above, a Zone Map Amendment from the PIC Zone to the MDR and CG Zones, and this General Plan Map Amendment to change the designation of the property from the Industrial (I) designation to the Mixed-Use (MU) designation.

## STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

**Applicant Response: "**The requested amendment is intended to better align the site's development potential with the goals and policies outlined in the City's General Plan and to support a more cohesive land use pattern within the surrounding context."

**Staff Response:** The public purpose of providing a mix of uses in the area matches better to the surrounding current and future commercial and residential uses in Springville than it does with the adjacent industrial uses in Provo. However, amending the General Plan map is needed to advance the proposed zone change and development plans as described by the applicant above.

**FINDING: Meets standard.**

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

**Applicant Response: "**The current Planned Industrial Commercial (PIC) zoning district primarily encourages industrial and large-scale commercial uses characterized by auto-oriented site layouts and limited pedestrian connectivity. These development patterns are inconsistent with the projects goals for creating a mixed-use, human-scaled urban environment that supports residential livability and economic diversity. Reclassifying the property to MU will allow for a more compatible land use framework that integrates residential, commercial, and civic spaces, thereby advancing the City's objectives for sustainable growth, urban vitality, and a higher overall quality of life."

**Staff Response:** The current designation would only allow industrial uses to continue to be developed, while the proposed amendment could facilitate what the applicant has described above.

**FINDING: Meets standard.**

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

**Applicant Response: "**The proposed amendment supports and advances the overarching goals and policies of the Provo City General Plan by:

- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents

- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community."

**Staff Response:** The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the Southeast Neighborhoods Plan.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** There are no provisions for timing and sequencing articulated for this.

**FINDING: Meets standard.**

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

**Applicant Response: "**the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community."

**Staff Response:** The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

**FINDING: May meet standard, depending on priorities.**

(f) Adverse impacts on adjacent landowners; and

**Applicant Response:** No response.

**Staff Response:** Adjacent landowners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** Staff have confirmed the General Plan and Zone Map designations are correct.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** This is a map amendment, so policies have taken precedence.

**FINDING: Meets standard.**

## POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Recommend Approval**: The proposal is consistent with the General Plan. (*Planning Commission recommends approval to the City Council of a General Plan Map Amendment from the industrial designation to the mixed-use designation for 21.6 acres of land located at 3657 S Sierra Vista Way*)
2. **Recommend Denial**: The proposal is not consistent with the General Plan. (*Planning Commission recommends denial to the City Council of a General Plan Map Amendment from the industrial designation to the mixed-use designation for 21.6 acres of land located at 3657 S Sierra Vista Way*)
3. **Continue**: New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons*)

## ATTACHMENTS

1. Current General Plan Map
2. Applicant Statement
3. Neighborhood Meeting Minutes

# ATTACHMENT 1 – CURRENT GENERAL PLAN MAP



# ATTACHMENT 2 – APPLICANT STATEMENT

**Springville Rising General Plan Application Written Responses– Provo**

**• Description of the proposed amendment.**

This application requests a zoning map amendment to reclassify the subject property from the existing Planned Industrial Commercial (PIC) designation to the proposed Mixed-Use (MU) zoning district. The requested amendment is intended to better align the site's development potential with the goals and policies outlined in the City's General Plan and to support a more cohesive land use pattern within the surrounding context.

**• Statement on the potential use of the property.**

The proposed development, known as Springville Rising, envisions a pedestrian-oriented, mixed-use district that fosters a compact and walkable environment where residents and visitors can live, work, shop, dine, and recreate within close proximity. The project will include alley-loaded townhomes, medium-density residential housing, and neighborhood-scale commercial uses such as retail and restaurant establishments. An interconnected network of open spaces and pedestrian corridors will serve as the framework for the community, providing access to recreational amenities and natural features for both residents and the broader public. The design intent is to establish a vibrant and sustainable district that enhances connectivity, promotes social interaction, and supports a balanced mix of land uses.

**• Justification for why the existing designation is no longer appropriate.**

The current Planned Industrial Commercial (PIC) zoning district primarily encourages industrial and large-scale commercial uses characterized by auto-oriented site layouts and limited pedestrian connectivity. These development patterns are inconsistent with the projects goals for creating a mixed-use, human-scaled urban environment that supports residential livability and economic diversity. Reclassifying the property to MU will allow for a more compatible land use framework that integrates residential, commercial, and civic spaces, thereby advancing the City's objectives for sustainable growth, urban vitality, and a higher overall quality of life.

# ATTACHMENT 3 – NEIGHBORHOOD MEETING MINUTES

Proposed mixed use (residential and commercial) development project at State Street & Mountain Vista Parkway in the Spring Creek Neighborhood – Ryan Christofferson of Clyde Capital Group

Neighborhood Coordinator Rachel Breen noted this project is still in the idea phase.

Ryan Christofferson of Clyde Capital Group presented plans for approximately 40 acres on Provo's southeast corner extending into Springville, with half in each city. The overall vision includes a retail core with amenities like an ice rink and event lawn space to bring community together with retail, connected by pedestrian-friendly design to integrate the community with retail space.

On the Provo side, plans include 123 mid-density residentials (condominiums) in the northeast corner, surrounded by 174 townhomes, all for-sale products rather than rentals, plus 16,000 square feet of commercial space on the south end. The property is currently zoned industrial, and they seek mixed-use designation.

When asked for orientation, Christofferson clarified the location is west of State Street. Regarding retail type, he emphasized heavy food and beverage focus rather than general retail. The ice rink would be located in the area marked "community commons."

A South Provo resident expressed concern that all retail appears on Springville's side, meaning it won't appear in Google searches for South Provo and provides no sales tax benefit to Provo. Christofferson explained market demands drove the location at the busy 1400/State Street intersection, but acknowledged the concern about Provo getting all residential while Springville gets retail. He noted both cities are working on an interlocal tax-share agreement through their economic developers and city managers.

When asked if the ice rink would compete with Provo’s Peaks Ice Arena, Christofferson said they just want an amenity bringing people to the food and beverage retail space for gatherings and events, mentioning possibilities like March Madness viewing on the event lawn.

Multiple residents raised concerns about sales tax revenue, with one directly asking what benefit Provo receives beyond condominiums when residents will shop in Springville and an ice rink might reduce Peaks Ice Arena revenue. Christofferson acknowledged Provo would receive property tax income and emphasized they're asking both cities to work together on tax sharing through the interlocal agreement because the development works better as a whole than separated. Christofferson noted developers have stepped aside to let the cities determine specifics.

A resident asked about likelihood of achieving an interlocal agreement and precedent for Provo-Springville tax revenue sharing. Aaron Ardmore responded that it's a priority for Provo to recommend approval, requiring both rezoning and general plan amendment. Staff support depends on achieving interlocal sales tax sharing. While this is a first-of-its-kind proposal without precedent, Provo's economic development director Cody Hill is working closely with Springville's city manager. Without the agreement, staff support would be impacted.

A Zoom participant asked about grocery store plans given South Provo's lack of nearby grocery options. Christofferson indicated they're looking at neighborhood grocery store possibilities and working through it.

One resident suggested running retail and condominiums parallel rather than stacking them, allowing access from both Main Street and 1400 South so both cities naturally get half of each. Christofferson said they would take it into consideration.

The final question asked about the Clyde headquarters shown on the map, with Christofferson confirming Clyde Companies has broken ground on their new headquarters there, not just a sales office. When asked how much Clyde would make from the development, Christofferson only responded they're "giving a lot back to the community on this one" without providing specific numbers.

# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

**Submitter:** KMARTINS
**Presenter:** Bryan Bayles, Vesper Project Manager
**Department:** Recorder
**Meeting Date:** 8/11/2026
**Requested Duration (Minutes):** 90 minutes
**CityView or Issue File Number:** 26-061

**SUBJECT:** 10 A discussion regarding the Vesper Amphitheater (26-061)

**ADMINISTRATIVE RECOMMENDATION:** Discussion only

**ADMINISTRATIVE MEMO:** The council will have a discussion regarding the Vesper Amphitheater project.

**FISCAL IMPACT:** tbd

**COUNCIL STAFF MEMO:**

DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report
# Hearing Date: June 24, 2026

***ITEM 3** Bryan Bayles requests a Zone Map Amendment from the A1.5 (Agricultural), PF (Public Facilities), and OSPR (Open Space, Preservation, and Recreation) Zones to the SC3 (Regional Shopping Center) Zone for approximately 100.7 acres of land to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 PLRZ20260221

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| **APPLICANT:** | Bryan Bayles |
| **PROPERTY OWNER:** | Provo Canyon Mining Co LLC; Provo City |
| **PARCEL ID:** | 20:013:0001; 20:013:0016; 20:013:0018; 20:013:0019; 20:013:0020 |
| **ACREAGE:** | 100.7 |
| **CURRENT LEGAL USE:** | Mining / Open Space |
| **GENERAL PLAN DESIGNATION:** | Agricultural; Parks, Recreation, or Open Space |
| **CURRENT ZONE:** | Agricultural (A1.5); Public Facilities (PF); Open Space, Preservation, and Recreation (OSPR) |
| **APPLICATION TYPE:** | Legislative Decision – Planning Commission will make a recommendation to the City Council. |

## NEIGHBORHOOD FEEDBACK

The North Timpview Neighborhood held a neighborhood meeting with the developer to provide information about the proposal on June 1st, 2026. A summary of public feedback shared in that meeting is attached to this staff report (*neighborhood meeting report)*. Additionally, staff have received numerous emails prior to this report that provide opinions and feedback on the proposal. Copies of these public comments received prior to the report are also attached (*public comments - digital version only*).

## PROJECT SUMMARY

The applicant, Mr. Bayles, proposes using the Regional Shopping Center (SC3) zone to allow for the development of a large amphitheater and hospitality project near the mouth of Provo Canyon as shown in the concept site plan attached to this report and detailed in that staff report for that item (*Item 4, June 24, 2026, Planning Commission agenda*). Early discussions with staff raised concerns about many of the permitted uses allowed by-right within the SC3 zone to be established at this site, so the developer has agreed to limit the uses on the property to just those listed in the development agreement (a copy of the development agreement is attached below). If approved as proffered in the agreement, the site would be limited to the following uses:

- outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;
- amusement, public assemblies, filming and production, concert, conventions, artistic performances, theater, and other similar uses and activities;

- plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;
- a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;
- structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and
- temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.

Other approvals and limitations proffered in the development agreement include details on height standards, vested caps on proposed uses and parking, conservation easements for open space areas, and additional developer obligations related to architectural theme/design, dark sky lighting standards, utility infrastructure, noise, and access. All these obligations are listed in sections 5-9 of the attached development agreement. It should also be noted that the development agreement includes hard deadlines for approvals and construction, which if are not met, would result in the reversion to prior zoning and remove any entitlements established by the Vesper development.

## STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

**Applicant Response:** “The current PF / A-15 / OSP zoning does not adequately reflect the type, scale, or integrated character of the proposed project. The requested amendment is needed because the site is being evaluated for a one-of-a-kind regional entertainment and hospitality use that requires a coordinated framework for assembly, access, parking, infrastructure, and site organization. A more appropriate zoning designation is needed to capture that integrated use pattern, to bring the zoning in line with the vision set forth in the General Plan’s Hillside and Canyons Plan, and to provide a workable regulatory framework for the project.”

**Staff Response:** The applicant is correct in that the desired purpose for the property would require a zone map amendment.

**FINDING: Meets standard.**

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

**Applicant Response:** “SC3 is the best fit within Provo’s existing framework because it is specifically intended for commercial and service uses that serve an entire region, are

located near freeways and major arterials, and function as an integrated architectural unit. That framework aligns well with the Vesper project as a coordinated, region-serving hospitality destination at the gateway to Provo Canyon.
SC3 is also more appropriate because the zone already contemplates hospitality and destination-serving commercial uses. The project's amphitheater, hotel, restaurants, commercial uses, parking, and support facilities are intended to function together as one coordinated destination rather than as scattered unrelated uses. The project is not being advanced as piecemeal strip commercial development. It is being advanced as a single integrated district with one overall concept, one circulation structure, and one coordinated identity.
The physical and organizational character of the project is also consistent with the structure of SC3. The zone is intended for large-scale integrated development rather than a small freestanding parcel. That makes it a more appropriate existing zoning tool than narrower commercial districts that do not as naturally accommodate a project of this size, complexity, and regional draw.
SC3 is further justified because it gives the City a familiar and workable regulatory structure while preserving the ability to tailor the final approval package. The intent for the project is to use a commercially and publicly legible base zone while still allowing the City to shape the final list of uses, design commitments, and project-specific obligations through the Development Agreement process."

**Staff Response:** After reviewing available zones in Provo, the SC3 zone was confirmed as the best fit for the overall concept, subject to certain limitations captured in the proposed development agreement.

**FINDING: Meets standard.**

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

**Applicant Response:** "Provo Hillside and Canyons Plan, adopted December 12, 2023, identifies this land for an "outdoor concert venue" [and] the amendment is being requested in a coordinated entitlement package with a General Plan Map Amendment and a Concept Plan."

**Staff Response:** Relevant goals and policies from the Hillside and Canyons Plan specifically mentioned above include (other relevant General Plan goals can be found in the associated General Plan Map amendment staff report - *item #2, June 24, 2026, Planning Commission agenda*):

- Strategy 1a.1.5: monitor and manage visitor use to ensure that recreational activities are sustainable and do not harm the environment. This may include limiting the number of visitors or restricting access during sensitive times.
- Strategy 2a.2.3: Increase the number of pavilions with tables. Consider the addition of larger facilities for events, such as large pavilion structures, amphitheaters, or

educational centers.
- Strategy 2a.2.6: Consider the development of an event facility or amphitheater that would allow for concerts and other events at Provo Canyon.
- Implementation, page 69: Consider the creation of a task force to address gravel pit reclamation. This could include ecological restoration, the creation of an outdoor concert venue, or other recreation amenities.

**FINDING: Primarily Compatible.**

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

**Applicant Response:** "The Concept Plan is intended to identify the project's principal development envelopes while preserving appropriate flexibility for exact layout refinements as engineering, access authorization, utility planning, and feasibility work continue."

**Staff Response:** While there are insufficient services to this property, the development agreement under review commits the developer to provide, at their cost, the required infrastructure for the proposed development.

**FINDING: Does not currently meet standard.**

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

**Applicant Response:** No response.

**Staff Response:** Staff are taking steps to protect against this, specifically with regard to limits of the development, timing of improvements, and reversion clauses in the development agreement of three years to commence construction and seven years for project completion. The development agreement should protect against unanticipated development that could hinder or obstruct the attainment of General Plan policies and goals.

**FINDING: Meets standard.**

(f) Adverse impacts on adjacent landowners; and

**Applicant Response:** No response.

**Staff Response:** There will be impacts to surrounding landowners with new noise, light,

and traffic. The city will protect against these impacts as much as possible if the proposals are approved by enforcing noise and light regulations in code and requiring a traffic study to highlight required improvements. There are additional safeguards from these impacts provided in the attached development agreement.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** Staff have verified the zone and general plan maps are correct.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** Policies have been given precedence, and the map is proposed to be amended.

**FINDING: Meets standard.**

## POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings (state findings):

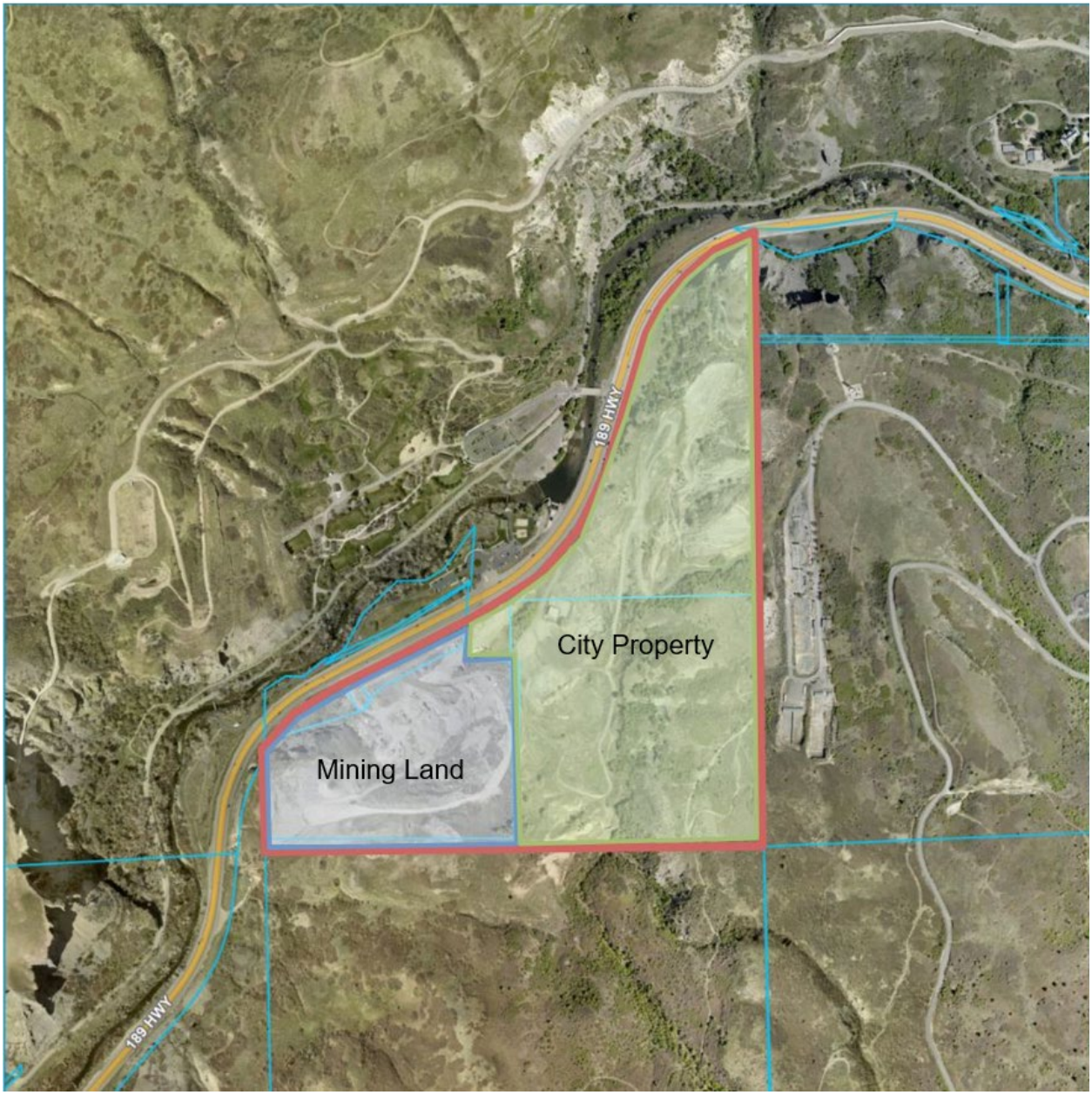
1. **Recommend Approval**: The proposal is consistent with the General Plan policies. (*Planning Commission recommends approval to the City Council of a Zone Map Amendment from the A1, PF, and OSPR Zones to the SC3 Zone for 100.7 acres of land located at 6622 N Hwy 189, subject to approval of a development agreement*)
2. **Recommend Denial**: The proposal is not consistent with the General Plan policies. (*Planning Commission recommends denial to the City Council of a Zone Map Amendment from the A1, PF, and OSPR Zones to the SC3 Zone for 100.7 acres of land located at 6622 N Hwy 189*)
3. **Continue**: New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons*).

## ATTACHMENTS

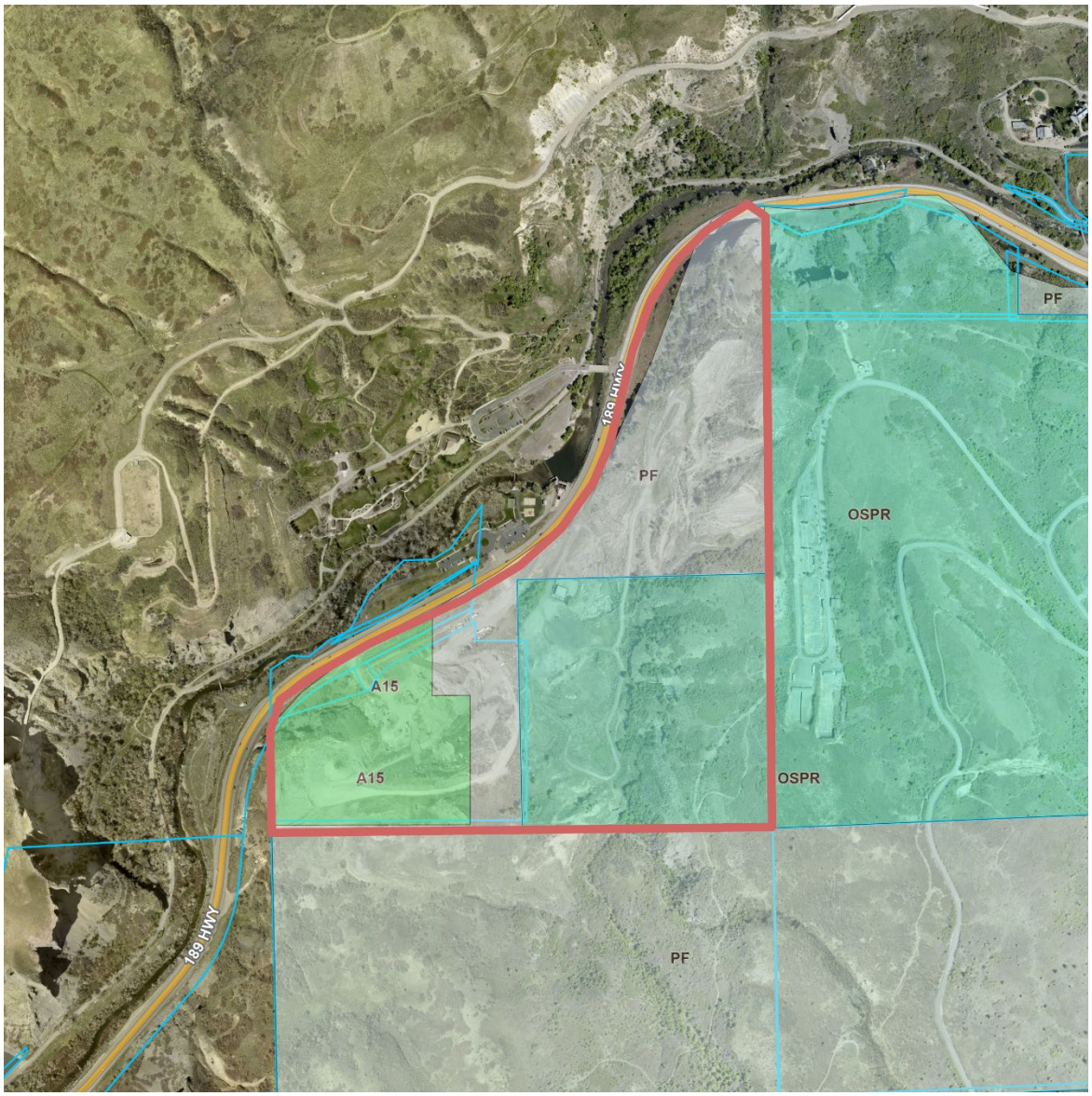
1. Area Map
2. Current Zoning Map

3. Neighborhood Meeting Report
4. Development Agreement
5. Public Comments (*digital version only)*

# ATTACHMENT 1 – AREA MAP



# ATTACHMENT 2 – CURRENT ZONING MAP



# ATTACHMENT 3 – NEIGHBORHOOD MEETING REPORT

## Resident Concerns re: proposed Vesper Amphitheater
## North Timpview Neighborhood Meeting - June 1, 2026

Overall Project Concerns

- Many residents opposed the project or expressed serious reservations about its size, location, and long-term impacts.
- Several speakers said the proposal appears too large and too fast-moving for such a sensitive canyon location.
- Residents repeatedly asked the City to slow down, complete studies first, and allow more public review before any zoning change.
- Some questioned whether a 20,000-seat venue is appropriate at the mouth of Provo Canyon.
- Several comments challenged the framing that the only choices are leaving the gravel pit as-is or approving the Vesper proposal.

Traffic, Parking, and Public Safety

- Traffic was the most repeated concern.
- Residents questioned how 20,000 attendees could safely enter and exit through a constrained canyon corridor.
- Several people compared the situation to BYU game traffic, USANA Amphitheater traffic, and existing congestion during peak canyon use.
- Concerns included:
    - One main road in and out of the canyon
    - Congestion on Highway 189 and Canyon Road
    - Neighborhood cut-through traffic
    - Safety for pedestrians, bikers, runners, pets, and children
    - Existing crashes and accident risks
    - Emergency evacuation during wildfire or other disasters

- Many asked for detailed traffic studies, UDOT projections, ingress/egress plans, and mitigation strategies before approval.
- Parking concerns included whether on-site parking is realistic, whether shuttles would be used, how many vehicles would be accommodated, and whether parking for workers and guests would be sufficient.

Project Scale and Venue Size

- Many residents said the proposed venue is too large for the canyon.
- Several suggested a smaller venue, such as 5,000 seats or something closer in scale to Sundance, Tuacahn, Deer Valley, or Red Rocks.
- Some questioned why a 100-acre footprint is needed for a venue comparable in seating to the Marriott Center.
- Residents raised concerns about the amount of land, paving, parking, and infrastructure required for a 20,000-person venue.
- Some comments questioned whether the business model requires increasingly larger or more frequent events over time.

Zoning, Development Agreement, and Process

- Many residents asked that a formal development agreement be completed before any zone change is considered. Suggested development agreement components included:
    - Clear allowed uses
    - Deed restrictions
    - Required studies
    - Timelines and benchmarks
    - Limits on event size and frequency
    - Enforcement mechanisms
    - Reversion to current zoning if the project becomes infeasible
- Several residents worried that once rezoning occurs, it may be difficult for the City to enforce commitments.
- Some comments said the process feels backwards and that impact studies should come before rezoning.

Environmental and Natural Resource Impacts

- Residents emphasized that Provo Canyon is a major natural and recreational asset for Utah Valley.
- Concerns included:
    - Loss of open space
    - Deforestation and heat from pavement
    - Impacts to wildlife habitat
    - Light pollution and dark-sky impacts
    - Noise impacts
    - Water use
    - Groundwater, aquifers, springs, and flood risk
    - Construction impacts on nearby natural spaces
- Several residents said the canyon should be preserved as open space, not converted to commercial use.
- Some objected to describing the proposal as "restoration," arguing that commercial development is not the same as restoring the gravel pit.

Alternatives to the Proposal

- Many residents asked the City to consider other options besides the Vesper project:
    - Reclaiming the gravel pit as a natural recreation area
    - Restoring wildlife habitat or watershed function
    - Creating a public park
    - Adding mountain bike trails
    - Issuing a call for proposals for lower-impact reuse ideas
    - Purchasing and restoring the gravel pit acreage
- Several residents argued that gravel pit reclamation does not require a large commercial development.

Open Space, Public Land, and Precedent

- Residents expressed support for the current open space preservation and recreation zoning.
- Several warned that approving commercial development at the canyon's mouth could set a precedent for additional canyon development.
- Some raised concerns about public open space being used to support a private developer's financial model.
- Residents asked how public land, nearby natural areas, and conservation commitments would be protected long-term.
- Some urged that city-owned land retain its current open space zoning rather than being rezoned commercial with a later conservation easement.

Noise, Lighting, and Neighborhood Impacts

- Residents raised concerns about amplified sound, decibel levels, and compliance with Orem's noise ordinance.
- Questions included what sound levels would be allowed at adjacent properties and what hours music would be permitted.
- Light pollution was raised as a concern for nearby residents, wildlife, and the night sky.
- Residents with experience living near stadiums or large venues described concerns about trespassing, property damage, crowd behavior, and neighborhood disruption.

Recreation and Trail Impacts

- Several speakers described the area as important for hiking, biking, equestrian use, and access to the Bonneville Shoreline Trail and Indian Road Trailhead.
- Concerns included increased foot traffic into adjacent hillside areas and insufficient controls to protect nearby trails and open space.
- Some residents said Provo Canyon is already heavily used and serves as a vital respite for surrounding communities.

Water, Infrastructure, and Costs

- Residents asked how the project would affect water resources, aquifers, springs, groundwater, and flooding.
- Some questioned whether paving permeable land could increase runoff and flood risk.

- Infrastructure questions included:
    - Who would pay for sewer lines or other needed infrastructure?
    - Whether capital funding is in place
    - Whether the project can be financially viable if it operates mainly seasonally
- Some residents questioned whether the scale of the project is being driven by the cost of land acquisition.

Supportive or Mixed Feedback

- A few residents offered more supportive or open-minded comments.
- Some said they want the gravel pit eliminated and asked opponents to identify a realistic alternative buyer or funding source.
- One resident said an amphitheater may be preferable to residential development because it would not be continuously occupied.
- Another urged residents to respect the private property rights process and allow the applicant to complete due diligence.
- Some supportive or mixed comments still suggested the venue should be smaller or subject to strict conditions.

Key Questions Raised by Residents

- Why does the venue need to be 20,000 seats?
- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?

- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

# ATTACHMENT 4 – DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT**
**FOR**
**VESPER**

**(*Provo Canyon Amphitheater Venue*)**

THIS DEVELOPMENT AGREEMENT FOR VESPER (this "**Agreement**") is made and entered into as of the _____ day of _____, 2026 (the "**Effective Date**"), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as "**City**," and VESPER PROPERTY COMPANY, 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 holds the contractual rights to purchase certain land located within the City of Provo more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**") and to develop a portion of that land as discussed below.

B. On _____, 2026, the City Council approved Ordinance _____ (the "**Vesting Ordinance**"), based on the Concept Plan set forth on Exhibit B (the "**Concept Plan**"), attached hereto and incorporated herein by reference. The Concept Plan 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 10-20-508 (2026) 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 Concept Plans within the Property are subject to and must 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., §10-20-508.

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. Approval of any portion of this Agreement that grants exceptions to current City code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement vests only if the Provo City Council, in the independent exercise of its legislative authority, approves a zoning change of the Property, or any portion thereof, to the SC3, Regional Shopping Center Zone, and approves this Agreement. The requested zoning change and this Agreement will be processed and reviewed concurrently by the City. If the City grants such legislative approvals, then the City and Developer will execute this Agreement, and development of the Property will be governed by this Agreement, the approved Concept Plan, and applicable provisions of the City Code.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the permitted use, maximum densities, intensity and general configuration for the Project. The Project must 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 may be approved by the City's Development Services Director without City Council or Planning Commission approval. For purposes of this provision, "non-material" variations include alterations to building footprint locations and pedestrian walkways, adjustments to accommodate engineering specifications, locations of open space and parking, updated architectural designs and features of similar quality, and other such modifications so long as such variations do not materially change the permitted uses or the overall design and development standards of the Project.

4. Permitted Uses.

a. The Parties agree that pursuant to this Agreement the proposed indoor/outdoor amphitheater venue and related uses on a year-round basis, as shown in the Concept Plan and Vesting Ordinance, are approved uses for this Property.

b. Notwithstanding additional uses permitted in the SC3 Zone, the land uses for the Property in the SC3 Zone are limited to:

i. outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;

ii. amusement, public assemblies, filming and production, concert, conventions, artistic performances, theater, and other similar uses and activities;

iii. plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;

iv. a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;

v. structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and

vi. temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.

5. Height Standards. Structures in the Project must comply with applicable SC3 height standards, except as provided in this section. However, the Parties agree that specialized, non-occupied stage-support and roof-related elements, including theatrical rigging, fly-loft, set-operation, and roof/sightline elements may exceed the SC3 height restrictions, but may not exceed a height of 125 feet.

6. Vested Caps. The amphitheater capacity may include up to 20,000 seats. Commercial uses including retail and operations may include up to 150,000 square feet in the aggregate. The Project must include an adequate number of parking stalls to serve the Project and to meet City Code requirements, but in no event more than 8,000 parking stalls in the aggregate at the Property.

7. Conservation Easement on Undeveloped Property. If the City Council, in its legislative discretion, approves this Agreement and rezones the Property, then the entirety of the Property will be rezoned to the SC3 zone. In connection with the final Project approvals, those portions of the Property that will not be developed for the uses described in Section 4 above (the

"Undeveloped Property") will be clearly delineated. The City shall then have the unilateral right to rezone the Undeveloped Property to the OSPR zone, and Developer hereby consents to the same. Furthermore, as part of the Project, the Developer must do the following:

a. Improve the Undeveloped Property in accordance with the approved construction plans for the Project, including revegetation and trail improvement and creation; and

b. Upon completion of the improvements described in Section 7(a), place the Undeveloped Property in a conservation easement that is held by a third party that specializes in the preservation of open space and that prohibits commercial, industrial, or residential development of the Undeveloped Property. The conservation easement shall allow the owner/operator of the Project to implement appropriate measures and safety protocols to protect the venue and other improvements that are developed within the acreage rezoned to the SC3 zone. The conservation easement shall also allow for the use and maintenance of public trails, as approved by the City.

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

a. The Project must be designed and constructed in a manner generally consistent with a high-quality canyon-integrated destination environment. Natural materials and natural design elements must be substantially incorporated into the finished Project, including meaningful use of materials such as wood, stone, glass, and other materials of similar quality and character. Buildings, plazas, open spaces, and support areas must be designed to respond to the site's topography, views, and mountain setting. Design expression, architectural treatment, and material allocation may evolve through later design development. No provision of this Section may be interpreted to require any fixed architectural style or to prevent reasonable changes in final design so long as the Project remains generally consistent with the character standards set forth herein.

b. Project lighting must be designed to be Dark Sky compliant to the extent reasonably possible. Signage and wayfinding must be limited in scale and character and must be designed as a coordinated, canyon-sensitive system generally consistent with the Project and its natural setting. Such signage and wayfinding may include reasonable project identification, directional, parking, pedestrian, trail, safety, and event-operation signage customarily needed to support the approved Project, provided that the final signage program remains visually compatible with the canyon environment and does not materially detract from the surrounding natural setting.

c. Maintenance, loading, storage, and back-of-house areas must be screened or otherwise designed so as to reasonably minimize visual impacts from public areas and surrounding viewpoints.

d. Structured parking and related support improvements must be integrated into the site topography and visually softened through design, grading, landscaping, screening, or a combination thereof, to the extent commercially reasonable and feasible.

e. Developer must comply with all applicable standards and requirements for utility services and coordination, infrastructure layout, and access (ingress and egress) for vehicles and pedestrians. Pedestrian trails must be designed and installed in a manner designed to protect pedestrian safety and minimize interface with vehicular traffic.

f. Developer must comply with applicable standards and requirements for sewer connection, culinary and fire-flow service, stormwater planning, and power-service planning. Any City infrastructure, or County infrastructure connected to City infrastructure, damaged or disrupted by construction by Developer of infrastructure required for the Project, must be repaired or replaced to the satisfaction of the City at Developer's cost. For example, any roadways or trails excavated in order to install utilities must be repaired or replaced as indicated in this paragraph.

g. Developer must use commercially reasonable efforts to incorporate current and evolving sound-attenuation and noise-mitigation technologies into the design and operation of the Project in order to reduce off-site sound and noise impacts to the extent reasonably practicable.

h. Unless specifically designated otherwise in the final Project approvals, all roads in the Project are private roads and the owner or operator of the Property is responsible for all maintenance and snow plowing for such roads. If, subject to this paragraph, it is decided that any road in the Project will be public, the owner or operator of the Project is still responsible for snow plowing of that road.

9. City Obligations. As an integral part of the consideration of this Agreement and the success of the Project, the City agrees as follows:

a. To the extent that the final Project approvals require Developer to construct or install improvements or facilities that benefit or provide services to other properties (such as a water tank and water service lines the provide water to other property(ies), potential roadway connections to other development(s), or sewer facilities that service other property(ies), Developer will front the payment of the costs of such improvement but shall have the right to be reimbursed for the share of such costs that are proportionately allocated to the other property(ies) that benefit from the improvements for a period of ten years after the costs are incurred. The City will cooperate in good faith with Developer to facilitate appropriate reimbursements to Developer through cost-sharing agreements, impact fee credits, or other reimbursement mechanisms consistent with Utah law. After the ten-year period mentioned above, Developer will not be entitled to any more reimbursement or credits.

b. The City shall not require Developer to upsize any future public infrastructure items (i.e., to construct infrastructure improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing.

c. The City will cooperate with Developer in preparing, reviewing and implementing event-specific traffic management plans for the Project and its events. The City will make good faith efforts to support traffic management with services from the City's police department; provided, however, that Developer must reimburse the City for the actual costs incurred by the City (without markup) in providing such services, and any standby fire and emergency medical services, to support the Project's events, consistent with the City's standard practice for comparable events and venues. The event-specific traffic management plan will require coordination with, and approval by, UDOT.

d. To the extent reasonably practicable, as so long as no undue financial or administrative burdens are imposed on the City, the City will consider and, where appropriate, support and administer public financing mechanisms to assist in financing the infrastructure and improvements required for the Project, including, without limitation, the following:

    i. community reinvestment areas, tax increment financing, and other project area revenues, including property tax increment, sales and use tax revenue sharing, and other revenues lawfully available through such project areas;

    ii. public infrastructure districts and similar district-based financing mechanisms;

    iii. infrastructure financing districts, dedicated infrastructure districts, assessment areas, assessment bonds, and similar district or assessment-based financing structures;

    iv. reimbursement agreements, reimbursement districts, cost-sharing arrangements, and other lawful repayment or recapture mechanisms for Project-serving improvements;

    v. public-private partnership structures, lease-revenue structures, revenue bonds, or other public financing tools; and

    vi. county tourism funds.

For clarification, each of the above-referenced financing mechanisms will be evaluated by the City on a case-by-case basis, when requested by Developer, according to the improvement and funding needs of the Project; provided, however, that the City has no obligation to implement or approve any of them unless and until the City Council, in the independent exercise of its legislative and

policy-making authority, elects to approve one or more of these financing and funding mechanisms for the Project.

Following approval of the Project, the City and Developer will work in good faith to process later-stage implementation items, including civil plans, grading permits, building permits, utility approvals, inspections, and related administrative approvals, in a coordinated and timely manner. The City may not unreasonably withhold, condition, or delay such approvals where the applicable submittal is consistent with this Agreement and applicable law. The parties further acknowledge that later-stage documentation may be required to implement the Project and will cooperate in good faith in the preparation, review, and approval of such documentation.

10. Grading and Site Adaptation. Substantial portions of the Property consist of previously mined and disturbed gravel-pit terrain rather than intact undisturbed hillside. Construction and final site configuration for the Project may therefore require continued refinement of grading, retaining, drainage, revegetation, pad creation, parking layout, utility placement, and related site-adaptation measures. Such refinements and grading activities are permitted within the vested framework established by this Agreement in order to prepare the site for the intended development of the Project. Developer must comply with the City's hillside development ordinances and may not disturb any slope greater than 30% that has not been previously disturbed without first obtaining approval through the applicable City variance process as part of project plan approval before the Planning Commission.

11. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the uses, maximum caps, 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., §10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).

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 that are generally applicable to all properties in the City and that 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 that are adopted pursuant to State law.

6. Impact Fees. Impact Fees or modifications thereto that 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 may not modify the Developer's vested right as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Section 10-20-101 et seq. 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.

12. Default. An "Event of Default" occurs under this Agreement if any party fails to perform a material obligation expressly required hereunder when due and the defaulting party

has not performed or cured the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party is not 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 uncured Event of Default, the non-defaulting party has the right to exercise 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; provided, however, that termination is available only for a material uncured Event of Default that substantially frustrates the essential purpose of this agreement as to the affected portion of the Property or Project.

2. The right to withhold 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; provided, however, that any such withholding must be reasonably and directly related to the specific obligation that remains in uncured default and may not be used to withhold, delay, or impair unrelated approvals, licenses, permits, inspections, or rights associated with other portions of the Project.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party; provided, however, that any such draw is limited to security specifically posted to secure the obligation that remains in uncured default and is limited to the amount reasonably necessary to cure such default.

The rights and remedies set forth herein are cumulative, subject to the limitations expressly set forth in this Section.

13. Notices. Any notices, requests and demands required or desired to be given hereunder must be in writing and must 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: Vesper Property Company
Attn: Spencer Shumway
135 N. 1400 E.
Pleasant Grove, Utah 84062
Phone: (801) 372-5722

To the City: City of Provo
Attention: City Attorney
351 W Center
Provo, UT 84601

Phone: (801) 852-6140

14. 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. Property Acquisition Contingency. Notwithstanding any other provision to the contrary in this Agreement, this Agreement does not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property within one (1) year after the date of approval of this Agreement by the Provo City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.

c. Binding Effect. Subject to the other provisions hereof, this Agreement inures 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.

a. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is 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 that 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.

b. 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 does 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

c. 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.

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

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

f. Performance. Each party, person and/or entity governed by this Agreement must 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 Concept Plans, certificates of occupancy or other approvals associated therewith.

g. 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.

h. 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 is construed against the drafting party applies to the interpretation or enforcement of this Agreement.

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

j. 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.

k. Deadlines.

    a. Developer has a period of up to three (3) years following final approval of the Project to commence construction. Delay in commencement during such two-year period does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project implementation. The parties acknowledge that additional time may

reasonably be required during such period for financing, regulatory approvals, agency coordination, engineering refinement, utility coordination, third-party approvals, market conditions, business terms, operational planning, and related implementation matters.

b. Developer has a period of up to seven (7) years following final approval of the Project to achieve Substantial Completion. During that period, lack of Substation Completion does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project completion. For purposes of this Agreement, "Substantial Completion" means that the principal venue improvements of the Project have been completed and are available for their intended use, notwithstanding minor or immaterial variations from the Concept Plan. By way of example, completion of not less than 90% of the approved commercial square footage constitutes Substantial Completion of the commercial requirement. The five-year period may be extended by mutual written agreement of the Parties.

l. Zoning Reversion. If Developer fails to achieve either of the deadlines described in Subsection 13(k), the City has the right, but not the obligation, in the sole discretion of the City Council, to revert the zoning designation of the Property to the zoning designation in effect immediately prior to the rezoning approved in connection with this Agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Concept Plan 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 has 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 terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited in any manner.

15. 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 must 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 must 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 must 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 is released from any future obligations as to those obligations that are assigned but remains responsible for the performance of any obligations that were not assigned.

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

d. Assignee Bound by this Agreement. Any assignee must 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.

16. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed 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 that sale may only occur if this Agreement is assigned to the buyer in accordance with this Agreement.

17. No Waiver. Any party's failure to enforce any provision of this Agreement does 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 may not be construed as a waiver of any succeeding breach of the same or other provisions.

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

19. 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 excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

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

**CITY:**

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By:_____
Mayor Marsha Judkins

**DEVELOPER:**

VESPER PROPERTY COMPANY, LLC, a Utah limited liability company

By:

_____

Name:

_____

Title:

_____

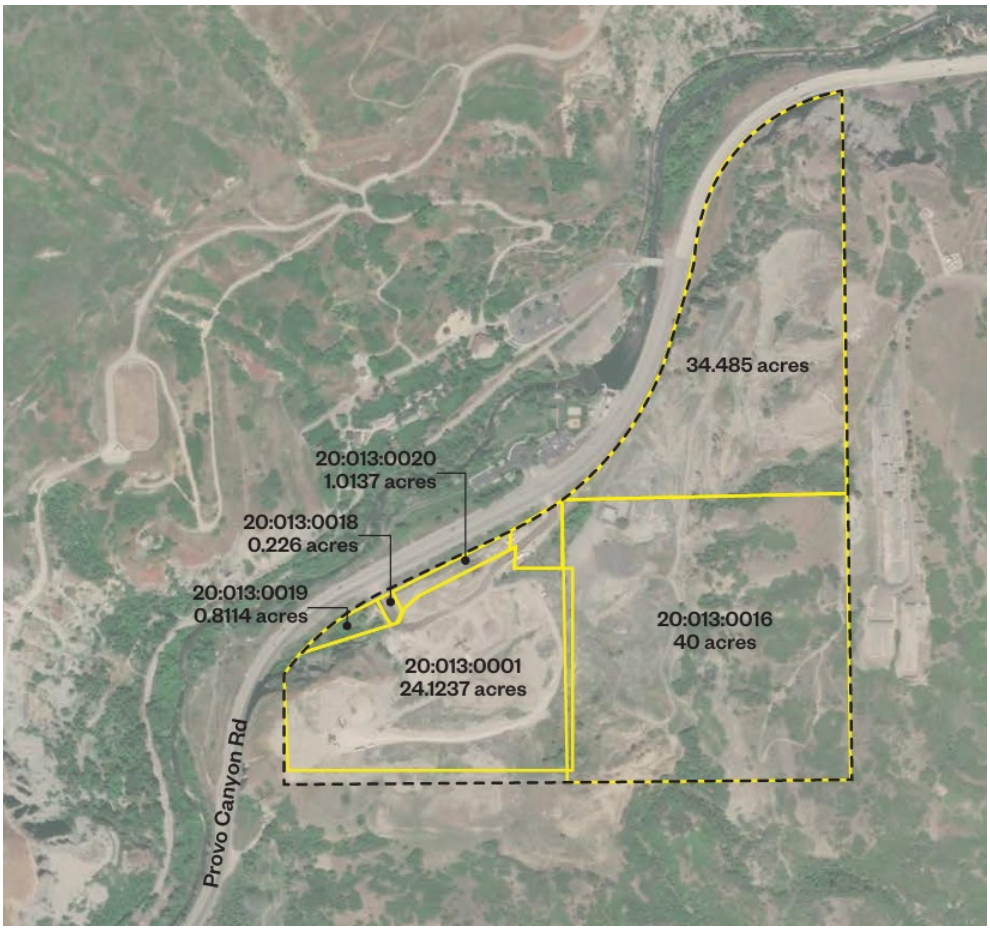
STATE OF UTAH )
:ss
COUNTY OF UTAH )

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____

Notary Public
Residing at:

**Exhibit A**
**Legal Description of the Property**




**Legal Descriptions**

The following legal description is from the Utah County Parcel Map and will be replaced with the boundary legal description that is in the process of being prepared.

**Serial Number:** 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA 24.124 AC.

**Serial Number:** 20:013:0020

**Taxing Description:** COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS =

164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB. AREA 1.014 AC.

**Serial Number:** 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB. AREA 0.226 AC.

**Serial Number:** 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB. AREA 0.811 AC.

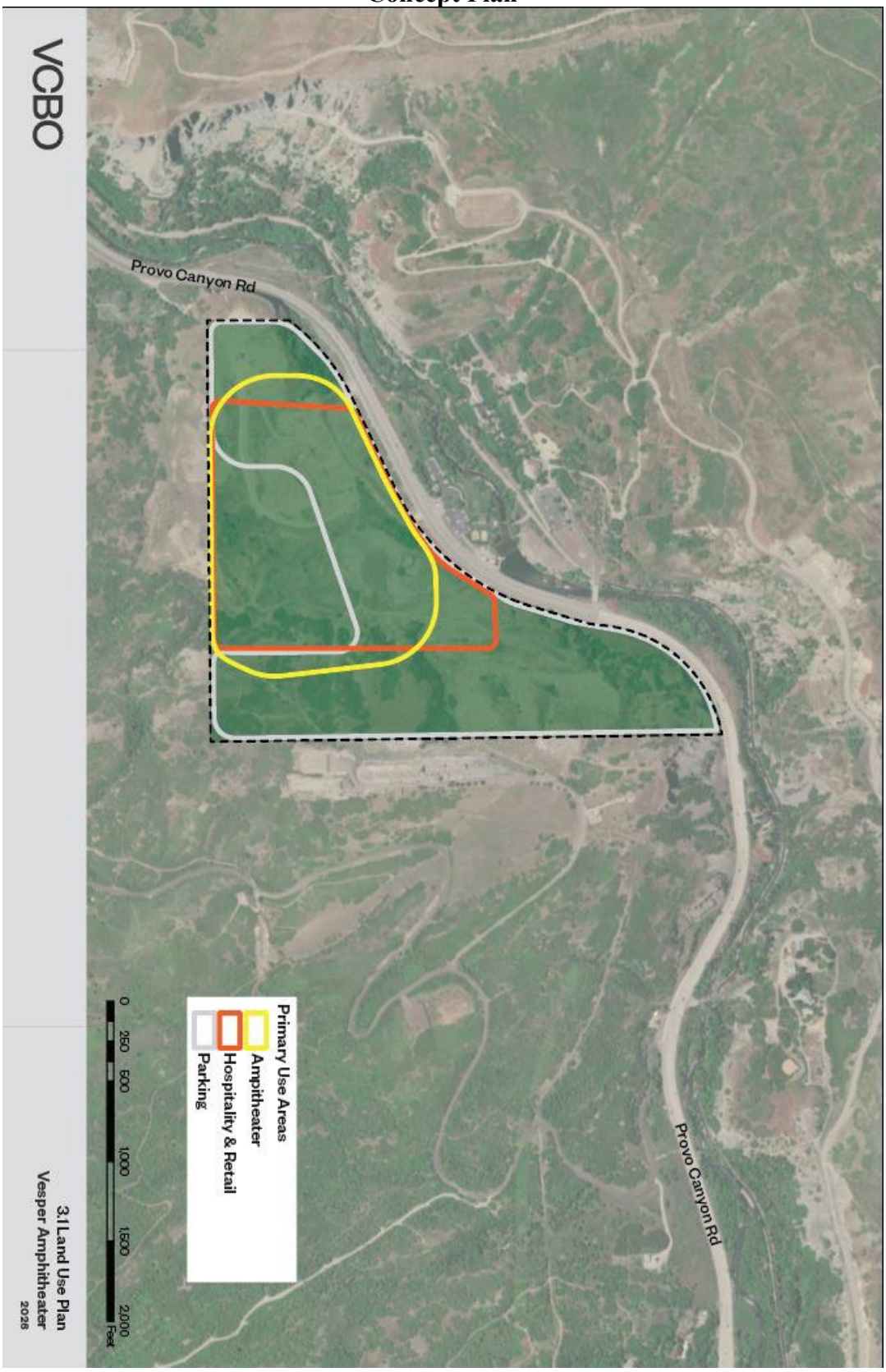
**Serial Number:** 20:013:0016

SE 1/4 OF SE 1/4 OF SEC. 6, T6S, R3E, SLB&M. AREA 39.837 AC.

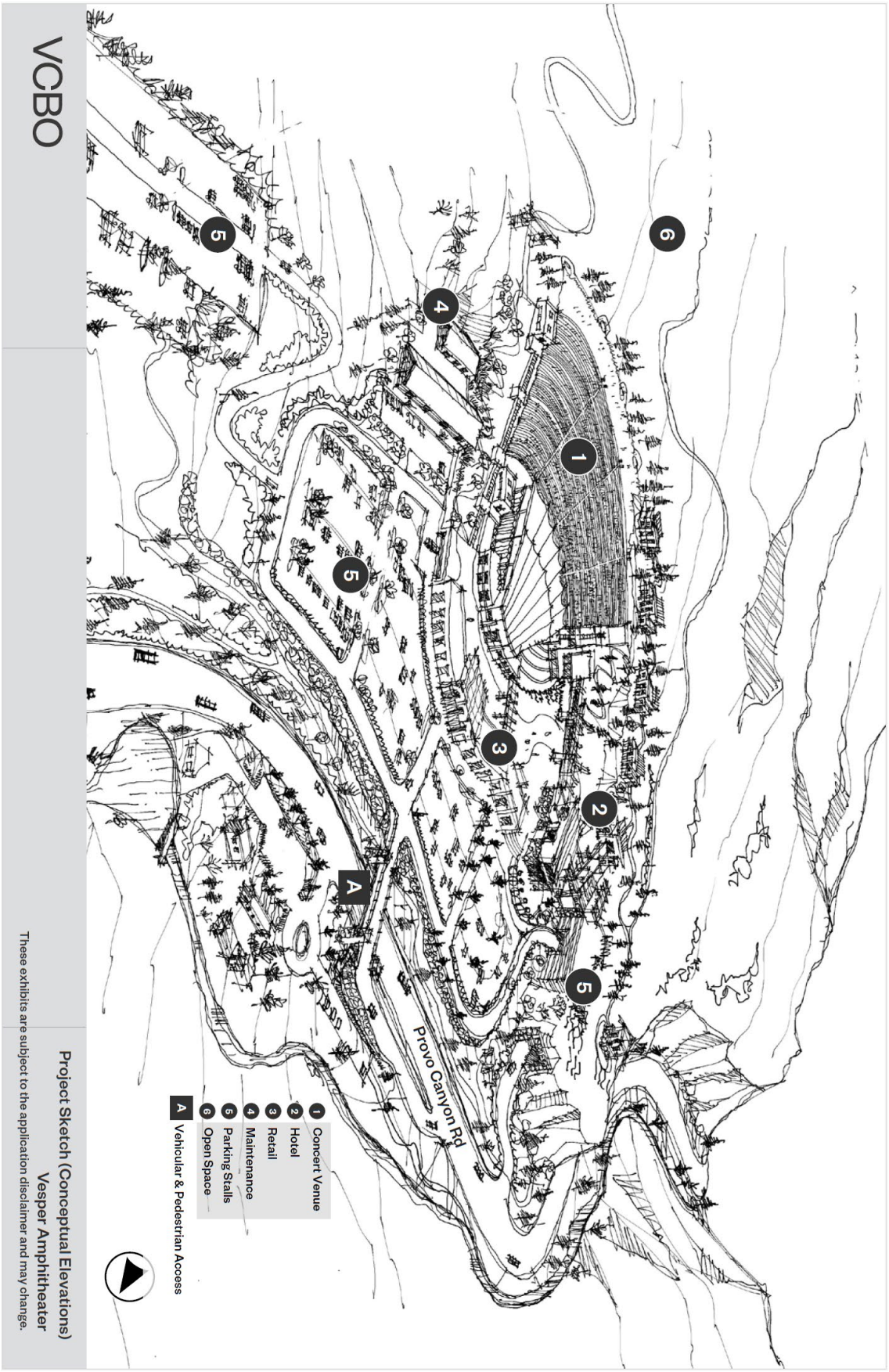
Note regarding 34.485-acre parcel

Title review has confirmed that the additional 34.485-acre area is part of a larger parcel owned by Provo City. Because that area is a portion of a larger property, a separate survey-based legal description will need to be prepared by a licensed surveyor. That work is planned as part of the project’s ongoing due diligence, and the application materials will be supplemented with the final legal description when it becomes available.

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




VCBO
Provo Canyon Rd
Provo Canyon Rd
Legend
1 CONCERT VENUE
2 HOTEL
3 RETAIL
4 MAINTENANCE
5 PARKING
6 VEHICULAR & PEDESTRIAN ACCESS
0
200
400
800
1,200
1,600
Feet
3.1 Concept Site Plan
Vesper Amphitheater
2026


VCBO
Project Sketch (Conceptual Elevations)
Vesper Amphitheater
These exhibits are subject to the application disclaimer and may change.
Provo Canyon Rd
1 Concert Venue
2 Hotel
3 Retail
4 Maintenance
5 Parking Stalls
6 Open Space
A Vehicular & Pedestrian Access

# ATTACHMENT 5 – PUBLIC COMMENTS

## Vesper Public Comments (May 13 – June 16)

### Eric Luna – May 13

I received the email below from Conserve Utah Valley.

I imagine there will be opposition to the Vesper Amphitheater Rezone & Concept & General Plan Amendment; there is for every project these days.

It looks like a wonderful project that will enhance the quality of life for area residents and eliminate a blight, so I wanted to voice my personal support for the project. I am not speaking for either group I run, as neither has taken a position on the project.

Thank you.

*I have gathered a few emails of fishermen and women concerned with protecting Provo River and Canyon. The following is a statement from my organization, Conserve Utah Valley, about an application for a change in zoning for land inside the canyon on the lower Provo River. We are educating people so they will come to the Provo North Division meeting on July 29. Feel free to forward this information to anyone interested:*

*Earlier this week a few Conserve Utah Valley board members met with Provo Mayor Marsha Judkins and a developer, Spencer Shumway. His partnership has requested the rezoning of 101 acres of land just inside the mouth of Provo Canyon. Forty acres of the land is currently owned by Steve Turley, who operates a gravel pit there. The planned resort would include a 20,000 seat concert amphitheater and a cluster of hotels and shops. Most of the parking would be underground to the west of the resort. The developer touted having access to trails for bikes and hikers. He said the benches would be wooden and the pathways would be rock and it would be a lovely natural area. He said that it would only be used 10 times a year for the full 20,000 seats and 120 times a year total, however, there would be a smaller amount of daily traffic for patrons of the hotels, eateries and shops.*

*In our meeting, we talked about what Provo Canyon is known for—outdoor recreation. It is a Blue Ribbon Flyfishing river, and the Provo and Jordan River Parkway Trail follows the river. We have hikers, walkers, bikers, skateboarders, e-bike riders, cross country and down-hill skiers, snowshoers, and horse riders. It has half a dozen parks where people camp and picnic. The river also gives pleasure to rafters, tubers, and kayakers. Part of the pleasure is the possibility of seeing wildlife. We owe it to the people who enjoy the canyon to take supreme care before we undertake any development that threatens the known identity of the canyon. We also talked with the developer about traffic and sound, light, and vehicle pollution. He said they would mitigate these problems by having subdued lighting and a modern sound system.*

*Below find the announcement of the application for rezoning. We've also attached t material from the developer. The developer will tentatively make a presentation at the Provo District meeting on 29 July 2026. Meetings start at 6:00 PM at City Hall and over Zoom. This will also go before the Planning Commission and City Council (dates not yet scheduled.)*

## Joy Patten – May 20

Dear Provo City Council Members,

I live in the neighborhood at the mouth of Provo Canyon. I have a couple of questions about the Vesper Amphitheater project in Provo Canyon that I am hoping you will address.

First, I am hoping the Council has requested sound studies to be done. I live right next to Palisade Park. The noise level in our neighborhood has grown significantly over the last 10 years due to the park, two helicopters and the traffic along 800 north. How will the sound of the Amphitheater affect our neighborhood? Am I going to be listening to concerts that I didn't choose to attend?

Second, the traffic at the mouth of the canyon can become very congested, particularly at peak travel times. I've also witnessed a multitude of accidents at the mouth of the canyon and as from people entering traffic on Provo Canyon Road from the canyon parks and South Fork. How does the developer plan to mitigate traffic congestion and the potential for accidents due to the considerable increase in traffic this project will create near the mouth of the canyon?

I respectfully request you address these questions prior to approving this project.

Respectfully,

Joy Patten

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## Jared Toone – May 20

Dear Provo Planning Commission,

I am writing to express my strong opposition to the proposed 20,000-seat Vesper Amphitheater in Provo Canyon. While restoring the gravel pit is a positive goal, a massive commercial entertainment venue is entirely inappropriate for this location.

I urge the Commission to deny the requested zone and General Plan changes based on the following critical impacts:

- Severe Traffic and Safety Risks: US-189 is already a heavily congested, two-lane canyon road. Adding up to 20,000 attendees at peak times will create severe traffic gridlock. This will gridlock regular commuters and dangerously delay emergency vehicles responding to canyon accidents.

- Environmental and Wildlife Degradation: The canyon is a vital ecological corridor. The intense light pollution, late-night noise, and litter generated by massive concerts will disrupt local wildlife patterns and degrade the natural peace of the canyon. A peace that I enjoy throughout the year in the canyon.

• Overburdened Infrastructure: A project of this scale will strain local infrastructure, including parking, trash management, and emergency services, without providing a clear, long-term benefit to the daily lives of Provo residents.

Provo Canyon should be preserved for low-impact recreation, open space, and natural beauty, not high-density commercial entertainment. Please protect our canyon and vote against this proposal.

Sincerely,

Jared Toone

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**Courtney Johnston – May 20**

Dear Planning Commission,

While I welcome more opportunities for the arts in our community, the recent announcement about Vesper Amphitheatre in Provo Canyon has left me more concerned than excited. I live off of Canyon Road and frequently travel the intersection at Orem's 800 North and Provo's University Avenue at the mouth of the Canyon. At commute times, this intersection gets clogged going in all directions. Even more frustrating is the time it takes to get to the I-15 on ramp on 800 North. The traffic has a domino effect and can cause extremely slow travel that entire length of road.

Speaking of traffic concerns, there are safety concerns with the proposed number of cars in the canyon. Left turns across oncoming traffic is especially dangerous at night when visibility is so low. In order to support the amount of traffic, the infrastructure would have to be improved. This would likely mean widening University Avenue, 800 North, and even the lanes of the highway heading into the canyon. This is an expensive and environmentally irresponsible move to make.

There are environmental concerns as well. Light pollution, sound pollution, and the disturbance of animal life. The canyon is a refuge for nature lovers and should not be seen as another frontier to develop.

Tuacahn seats 2,500 people. Red Rocks Amphitheatre seats 9,525. An amphitheatre that seats 20,000 people is just a ridiculous idea in this location.

Please require the developer to do a deep environmental assessment of their proposed project. I think you will find that this is not the appropriate location for a venue of this size and scope.

I support protecting the peace and beauty of Provo Canyon and strongly oppose the Vesper Amphitheatre in its current plans.

Thank you for taking the time to hear my concerns. I know you have a difficult task of balancing the needs of the private citizens and the city of Provo.

Kind regards,

Courtney Johnston

Provo resident

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## Joy Patten – May 21

Thank you both for your replies!

I am grateful for the information and thank you for addressing the noise and traffic.

I don't recall hearing any noise specific to the gravel pit. We do hear some noise from the gun range depending on the type of gun being used. Another noise issue: PLEASE don't give them a permit for helicopter access. The Losee's have a conditional use permit for a helicopter and I understand that they purchased the property with the conditional use permit in place, but there are others in the area that land their helicopters nearby (frequently), they do not have permits and Orem City does nothing about it. The noise from helicopters is very disruptive. It would be unfortunate to have the canyon, which is a peace and solitude for many, disrupted by increased helicopter use.

Also, I'm not thrilled at the added traffic that will result from this project. It actually makes me kind of sick. I hope UDOT does a major revision at the mouth of the canyon regardless of whether this project receives a permit. It would also be be helpful to have an intersection or on and off ramps for the project.

Thank you for your consideration,

Joy Patten

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## Samuel Bloomfield – May 21

To the Utah County & Provo City Planning Commissions and City Councils,

I am writing to formally state my opposition to the proposed Vesper Amphitheater project and its associated commercial re-zoning at the mouth of Provo Canyon. I urge the Planning Commissions and City Councils to vote NO on the commercial re-zoning request and deny any associated conditional use permits. This massive development fundamentally conflicts with the preservation mandates outlined in our local General Plans.

I write this as a Utah County resident, a biology major with academic training in local ecology, and an active researcher in water cycle education. During my early college years, I was entirely transit-dependent and relied strictly on public transit, accessing the mouth of the canyon on foot. This canyon gateway served as my only reasonably accessible sensory and psychological sanctuary from the intense rigors of academic training.

While proponents frame this project as a "harmonious hillside restoration" of a century-old gravel pit, a rigorous ecological, logistical, and socio-historical analysis reveals severe, unmitigated flaws in the proposal that violate the spirit of our city and county planning guidelines:

1. Cumulative Environmental Impact and False Restoration

Provo Canyon has been progressively degraded by heavy industrial and transit projects—from utility plants to massive highway expansions. Each has historically been approved under the guise of "mitigation," but the cumulative result is the fragmentation of a vital ecological corridor. Replacing a mining scar with a high-density, 20,000-seat commercial amphitheater and resort villas is not ecological restoration; it is permanent urbanization. True restoration should look like a low-impact conservation easement and re-vegetation, aligning with the critical lands and open space elements of our General Plans, not a massive commercial venue.

2. Disruption of Hydrological and Riparian Systems

Introducing massive impervious surfaces (roofs, paved gathering spaces, and resort infrastructure) directly adjacent to the Provo River corridor poses an unmitigated risk to a delicate riparian buffer zone. It alters local hillside absorption dynamics and introduces urban runoff directly into a vital watershed at a time when water preservation and watershed protection are chief priorities explicitly stated in our county’s long-term planning goals.

3. The Myth of the "Harmonious" Hillside Choke Point

Developers have compared this design to open-air desert venues like Tuacahn or Red Rocks. However, unlike those expansive, isolated landscapes, the mouth of Provo Canyon is a narrow geographical bottleneck directly adjacent to a major university town. Replicating a stadium layout here fundamentally traps noise and gridlocks traffic. Furthermore, the proposed enclosed winter configuration eliminates the seasonal window of absolute silence that local wildlife and residents rely on for winter seasonal respite.

4. Transit Equity and Sensory Accessibility

The developers’ promise of "free public trail access" ignores the reality of transit-dependent, low-income, and neurodivergent community members. The mouth of Provo Canyon represents a vital, low-barrier trailhead that is uniquely accessible to those who cannot easily travel deeper into the canyon. Developing this specific choke point creates a physical and sensory blockade.

For a pedestrian stepping off the bus to access the nearby trails at Canyon View or Timpanogos Park, a massive influx of venue crowds effectively destroys the pedestrian-safe buffer zone. Vulnerable pedestrians cannot peacefully or safely navigate stadium-level crowd densities, security blockades, and intense sensory pollution on foot just to reach a public trailhead. This project effectively gentrifies the canyon gateway, walling off nature from the very people who rely on it for well-being, directly contradicting our community goals for equitable transit and recreational access.

Conclusion

An objective, systemic look at this project reveals that it simply replaces industrial pollution with intense sensory, traffic, and environmental pollution. I urge the Commission and City Council to protect the integrity of our General Plan, reject the commercial re-zoning for this massive venue, and instead preserve the mouth of Provo Canyon as a quiet, public, and genuinely accessible sanctuary for the environment and the community alike.

Sincerely,

Samuel B.

Utah County Resident and Ecological Researcher

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## Katy Gidney – May 22

To the Utah County & Provo City Planning Commissions and City Councils,

I am writing to formally state my opposition to the proposed Vesper Amphitheater project and its associated commercial re-zoning at the mouth of Provo Canyon. I urge the Planning Commissions and City Councils to vote NO on the commercial re-zoning request and deny any associated conditional use permits. This massive development fundamentally conflicts with the preservation mandates outlined in our local General Plans.

I write this as a concerned Utah resident.

While proponents frame this project as a “harmonious hillside restoration” of a century-old gravel pit, a rigorous ecological, logistical, and socio-historical analysis reveals severe, unmitigated flaws in the proposal that violate the spirit of our city and county planning guidelines:

1. Cumulative Environmental Impact and False Restoration

Provo Canyon has been progressively degraded by heavy industrial and transit projects—from utility plants to massive highway expansions. Each has historically been approved under the guise of “mitigation,” but the cumulative result is the fragmentation of a vital ecological corridor. Replacing a mining scar with a high-density, 20,000-seat commercial amphitheater and resort villas is not ecological restoration; it is permanent urbanization. True restoration should look like a low-impact conservation easement and re-vegetation, aligning with the critical lands and open space elements of our General Plans, not a massive commercial venue.

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Sincerely,

Katy Gidney

Utah resident

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## **Douglas Oldham – May 23**

I found this email address in a comment from Rachel Breen recommending that citizens send their opinions about this proposed development.

I would like to express the opinion that, while I am not opposed to the general idea of developing this site as an amphitheater, this proposal is failing to share one of the most important impacts it will have.

Based on 20,000 seats, there will be a requirement for something like 5,000 parking spots. Each parking spot requires approximately 350 sq. ft. of paved surface. This will total 1,750,000 sq. ft., or 40 acres, of parking. The property being discussed is only 24 acres. So I assume that the developer is proposing to develop the 40 acres of city adjacent city owned land for parking. Unless you plan to allow them to use all of the city property for parking (which would be a really bad idea not allowing for storm water retention), this will probably required a parking structure. Now add to that that this venue can only possibly have (2) points of entry and 90% of the traffic will be coming from the valley, the traffic this will create will be a serious problem for the people who use the canyon for commuting and recreation travel. I would oppose a proposal that has this level of impact on the canyon.

So, I could see myself in supporting an amphitheater of 2,000 seats that puts in real effort to make it integrate with the landscape. But 20,000 seats is just outrageous for this location.

Thank you for reading my opinion.

Doug Oldham

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## Marlene Esplin – May 25

To the council and commissioners,

I'm writing to express my grave concern about the proposed amphitheater in Provo Canyon. I love the arts and support the idea of small-scale venue in the canyon that is not hugely disruptive to traffic flow or the local natural environment. What is proposed is not small or low-impact by any means.

I'm concerned about the large footprint of this facility and the certain impacts to traffic, air and water quality, noise and light pollution, and disruption to local wildlife. The stated choice between a gravel pit and a large-scale development that will use inordinate amounts of scarce resources and clog our roads--is patently false.

Please don't support this development in our canyon!

Marlene Hansen Esplin

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## Mark Allen – May 25

Subject: Formal Request to Suspend Decision Timeline Pending Full Baseline Studies, Jurisdictional Review, Alternatives Analysis, and Public Impact Disclosure – Proposed Provo Canyon Development

To: Dspublichearings@provo.gov

Provo Planning Commission

Dear Members of the Planning Commission,

I am submitting this formal public comment regarding the proposed development in Provo Canyon and requesting that no approvals, entitlements, or construction authorizations proceed until a complete, transparent, and fully substantiated evidentiary record has been established and reviewed in the public forum.

Recent indications of near-term groundbreaking raise serious procedural concerns, particularly given the absence of completed baseline studies in the public record and the lack of a structured, meaningful public review period proportional to the scale and risk profile of this proposal.

This matter has also generated significant public attention, including engagement from multiple community stakeholders, outdoor recreation users, and conservation-minded groups, all of whom have expressed concerns regarding transportation safety, wildfire risk, canyon congestion, environmental impacts, and long-term taxpayer burden. These concerns should be formally addressed within the planning record before any decisions proceed.

1. REQUEST FOR COMPLETE BASELINE STUDIES AND PUBLIC DISCLOSURE

The Planning Commission must require and obtain the full set of baseline studies necessary for informed decision-making, including:

- Traffic modeling and peak event impact analysis
- Emergency evacuation and canyon clearance timing studies
- Wildland-Urban Interface (WUI) Fire Marshal-reviewed fire behavior analysis
- Hydrology, stormwater, and watershed impact studies
- Geotechnical and slope stability evaluations
- Wildlife corridor and habitat connectivity studies
- Full fiscal impact analysis, including infrastructure and taxpayer burden exposure
- Utility, sewer, and water rights and capacity assessments

If these studies have not yet been completed, they must be initiated prior to any further approvals. The cost of such studies should appropriately be borne by the developer consistent with standard practice for high-impact developments.

2. FIRE MARSHAL / WILDLAND-URBAN INTERFACE (WUI) SAFETY REQUIREMENTS

Given steep, dry, and heavily vegetated canyon terrain adjacent to wildland fuel sources, a full Fire Marshal-reviewed WUI analysis is required.

This must include:

- Evacuation clearance time modeling at peak occupancy

- Canyon ingress/egress failure and gridlock scenarios
- Fire apparatus access compliance under applicable fire codes
- Wildfire behavior modeling (slope-driven spread, canyon wind effects, ember transport)
- Structure ignition risk and defensible space requirements
- Emergency evacuation thresholds and shelter-in-place criteria
- Multi-agency wildfire response coordination planning

In canyon environments, the dominant life-safety risk is evacuation failure under rapidly evolving wildfire conditions combined with constrained access corridors, not simply structural fire protection.

3. TRANSPORTATION, HIGHWAY IMPACTS, AND PUBLIC MAINTENANCE BURDEN

US-189 is a federally designated highway corridor eligible for federal-aid funding participation, with maintenance administered primarily through Utah Department of Transportation.

The proposed development introduces repeated high-intensity traffic loading conditions including:

- 120+ large-scale annual events
- 8,000–20,000 vehicles per event
- Severe peak-direction canyon congestion
- Emergency response interference during surge conditions
- Increased winter crash risk and roadway stress

This raises a critical fiscal question:

Who bears the long-term cost of accelerated highway wear and event-driven infrastructure degradation?

While baseline maintenance is publicly funded, repeated peak-load events can significantly accelerate:

- Pavement deterioration
- Winter maintenance burden
- Accident response and traffic control costs
- Intersection and signalization upgrades

Unless explicitly conditioned, these costs are effectively socialized onto taxpayers while benefits are privatized to the venue operator.

A full cumulative transportation impact analysis must include:

- Event-based pavement wear modeling
- Lifecycle maintenance cost projections
- Peak-load structural degradation analysis
- Full public cost allocation assumptions

4. PUBLIC INFRASTRUCTURE AND TAXPAYER LIABILITY

The record must clearly establish:

- Road widening and canyon infrastructure expansion funding sources
- Utility, sewer, and water system upgrade responsibility
- Emergency services expansion funding obligations
- Long-term maintenance liabilities for canyon infrastructure
- Whether any public subsidy is required for project viability

5. FEDERAL LAND ADJACENCY AND NEPA JURISDICTIONAL REVIEW

The project abuts federally managed National Forest land, creating a sensitive interface between private development and federal land systems.

The Planning Commission must determine whether any federal nexus exists that could trigger review under the National Environmental Policy Act (NEPA), including:

- U.S. Forest Service permitting or access requirements
- U.S. Army Corps of Engineers permits involving waterways
- Federal Highway Administration involvement through funding or approvals
- Endangered Species Act consultation requirements

If a federal nexus exists, an Environmental Assessment (EA) or Environmental Impact Statement (EIS) may be required, including alternatives analysis and cumulative impact review.

No final decision should proceed until this jurisdictional determination is completed and entered into the public record.

6. PROVO RIVER CLAIMS AND ENFORCEABILITY OF “FISHERY PROTECTION” STATEMENTS

The applicant has stated that the development will “protect fly fishing” in the Provo River. However:

- River ecology and fisheries are managed by state and federal agencies
- Private developers do not control fish populations or river access outcomes
- Stormwater compliance does not equate to ecological control

The Planning Commission must require clarification of:

- Specific legally enforceable mitigation measures
- Responsible oversight agencies
- Whether binding agreements exist with Utah Division of Wildlife Resources or related agencies
- Measurable environmental performance standards
- Monitoring and enforcement mechanisms
- Remedies if degradation occurs despite compliance

Absent enforceable agreements, such claims must be treated as non-binding promotional statements rather than regulatory commitments.

7. SITE SUITABILITY AND ALTERNATIVES ANALYSIS (HIERARCHY REQUIRED)

A complete alternatives analysis is required to determine whether safer and more appropriate locations exist.

The following hierarchy of alternatives must be formally evaluated:

Tier 1 – Preferred (Lowest Risk / Highest Infrastructure Capacity)

- Airport-adjacent development corridors near Provo Airport
  - Existing transportation infrastructure
  - Industrial/commercial zoning compatibility
  - Lower wildfire and slope risk
  - Reduced canyon evacuation constraints
  - Established emergency response access

Tier 2 – Secondary Urban/Infrastructure Corridors

- Existing commercial and mixed-use zones within Provo/Orem urban footprint

Tier 3 – Transitional Development Areas

- Utah Lake shoreline and adjacent lower-risk expansion corridors

- Greater evacuation redundancy
- Lower wildfire exposure
- Scalable infrastructure capacity
- Reduced canyon and slope hazards

Tier 4 – Canyon Corridor (Not Preferred for High-Capacity Assembly Use)

- Provo Canyon location
- Severe evacuation constraints
- Wildfire interface exposure
- Single-corridor ingress/egress
- High geotechnical and infrastructure risk

Failure to meaningfully evaluate these alternatives results in an incomplete and procedurally insufficient record.

8. PROCEDURAL CONCERN: PREMATURE TIMELINE AND INCOMPLETE PUBLIC PROCESS

Indications of near-term groundbreaking raise serious concern that construction timelines may be advancing prior to completion of:

- Baseline technical studies
- Alternatives analysis
- Public comment process
- Jurisdictional determinations

For a project of this magnitude, the public is entitled to a complete evidentiary record before any irreversible decisions are made.

9. REQUIRED PLANNING COMMISSION ACTION

I respectfully request that the Planning Commission:

- Suspend any approval or entitlement timeline
- Require completion and public release of all baseline studies
- Mandate full alternatives analysis including airport-adjacent and Utah Lake corridors
- Require Fire Marshal-reviewed WUI evacuation modeling
- Require full fiscal impact disclosure including transportation lifecycle costs

- Complete NEPA jurisdictional determination where applicable
- Ensure meaningful public comment after full disclosure
- Make formal site suitability findings only after full record completion

CLOSING STATEMENT

This submission is not a request for delay without justification. It is a request that decisions be made on a complete, transparent, and verifiable evidentiary record consistent with public safety, fiscal responsibility, environmental stewardship, and lawful planning procedure.

A high-capacity development in a constrained canyon wildfire corridor cannot be responsibly evaluated without full baseline studies, jurisdictional clarity, and meaningful alternatives analysis.

For these reasons, I respectfully request that the Planning Commission obtain all necessary data, complete the public record, and defer any decision until a fully informed evaluation is possible. Multiple public hearings should be held over the next two years while baseline data is gathered for a project of this scope with significant negative impact on taxpayers and the canyon corridor.

Thank you for your time and consideration.

Respectfully,

Mark Allen

Founder, Protect and Preserve American Fork Canyon

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## **Matt Peterson – May 26**

It was with shock and great alarm that I read the headlines in several papers last weekend, announcing the planned construction of a 20,000-seat amphitheater across from Canyon View and Timpanogos Parks in the mouth of Provo Canyon!

A snarling congested "Los Angeles-type" gridlock immediately came to mind (caused by the thousands of cars needed to transport 20,000 theater goers, many, if not most of whom would be converging on the parking lots just minutes before showtime).

Then my mind shot to the size of parking lot that would have to be provided for that size of a theater!

Assuming in the best possible circumstances that people would be thoughtful enough to car-pool, the likely maximum number of passengers per vehicle would be 4. (More likely, the number of passengers would be 2)! Either way, the math boils down to this: to transport 20,000 people in private vehicles would require from 5,000-10,000 separate vehicles (which would require a corresponding number of parking spaces).

Out of curiosity, I asked AI to tell me more about the number of parking spots at SLC airport (to get a visual idea for how big the parking lot would have to be to accommodate that many vehicles). What I learned astounded me! (See first attached screenshot)

According to AI, in order to provide parking for approximately 6,000 vehicles, SLC airport has dedicated 1.8 million square feet of uncovered + covered parking (in the terrace). This could be calculated/confirmed as 1.8 million sq ft (calculated by multiplying 300 sq ft….the typical space required for one parking place and associated driving lanes…. times 6,000 vehicles = 300 x 6,000 = 1.8 million), which is equivalent to 31.3 football fields!!!

The number of football fields needed to park 7,000 vehicles would be (7,000 vehicles x 300 sq ft per vehicle divided by 57,600 sq ft per football field = 36 football fields). So, unless the plan is to bus the patrons for the megatheater in… what will be the environmental impact of driving and parking between 5,000-10,000 vehicles in the mouth of Provo canyon?

Out of curiosity I searched the internet to see how traffic created by the Osmond Megatheater would compare to traffic in Big Cottonwood Canyon during ski season. According to info shown in the second attached screenshot, peak traffic in Big Cottonwood maxes out (ideally) at 1,000 cars per hour!!

At the rate of 1,000 cars per hour, it would take up to at least 5 hours to get 5,000 cars carrying 4 passengers each in order to fill the 20,000 foot theater!! Then, given that it is more likely that people will travel in pairs of 2, it is much more likely to require up to 10,000 vehicles to transport 20,000 passengers (2 per vehicle) (which would require 10 hours at 1,000 cars per hour…the Big Cottonwood Canyon maximum rate on peak season snow days!!)

Dialing those figures down a bit, if we assume 3 passengers per vehicle, it would require between 6,000-7,000 vehicles to transport 20,000 people (3 per car), and require 6-7 hours at the maximum Big Cottonwood Canyon rate of 1,000 cars per hour!!!

The environmental impact of this many vehicles on the road at the mouth of Provo must be astronomical, not to mention the impact of covering 36 football fields of canyon land with asphalt or concrete for parking!

Of equal concern to me is the possibility that in order to accommodate that many people, while reducing the need for on-site parking, a parking hub somewhere in Orem or Provo would need to be built (similar to the one proposed for Big Cottonwood Canyon).

As you can see in the attached screenshot that shows info regarding the proposed parking hub for Big Cottonwood Canyon (BCC), they are suggesting that busses will depart every 7-15 minutes in order to deliver the passengers of 1750 vehicles to ski resorts further on up the canyon. But if you do the math for the proposed Osmond Megatheater, even if all 1750 vehicles had only 2 passengers, it would take a typical BCC-size bus (total capacity 60 including standees), 58 trips to transport 1750x2 passengers (3500 passengers). And that's only about 1/6 as many patrons as the proposed 20,000 megatheater seats!!!

If you think about even those numbers for a few minutes: approx 60 bus trips would be needed to transport 3600 people from a central Orem or Provo based parking hub, either one trip per

each of the 60 buses, or 10 trips for each of 6 buses. If we go with the latter figure (6 buses making 10 trips), all 6 buses would have to do each single trip in 6 minutes (so each bus would be able to make 10 trips per hour). If we change the math, and use 10 buses, each bus would need to make the trip 6 times ( 6 trips per hour x 10 buses x 60 passengers per busload = 3600 passengers delivered per hour).

At that rate, it would take 10 buses a total of approximately 5 hours to transport all 20,000 people to the megatheater.

These numbers may not take into consideration algorithms that UDOT has for taking into account private vehicle traffic, but even if they are only approximate, they illustrate the enormous problem associated with moving 20,000 people up that canyon…perhaps on a biweekly basis!!!

According to info on the internet, the rate of traffic on I-15 during peak rush hour traffic is 1500-1900 vehicles per hour per lane. If we assume each private vehicle transporting people to the Megatheater carries 3 passengers, we can calculate the amount of time needed to transport 20,000 people via private vehicles using the same rate ( 20,000/3 x 1/1900 x 1/2 lanes = 1.8 hours)(this assumes a maximum rate of 3800 vehicles per hour, on the existing 2 lanes of highway and 3 passengers per vehicle). If we assume only 1500 per hour per lane (x 2 lanes), the total time changes to 2.2 hours. And the numbers increase if we assume the more realistic occupancy of 2 passengers per vehicle to 2.7 to 3.3 hours!!! (And at least 36 football fields of either concrete or asphalt to park them…36 if we assume only approx. 7000 vehicles, but more if the plan is to provide parking for 10,000 )!!!

For all of the above reasons (and more), I strongly feel that building this megatheater is NOT in Utah Valley's best interest! It is bad for Provo, bad for Orem, and bad for Utah Valley! (Not to mention the Canyon…which according to some world-views has a Spirit that should be respected, cared for, protected, and nurtured)!

Please, please, please….for the sake of Utah Valley residents and the beautiful Canyon itself, do not allow this mismanagement of one of our most beautiful natural resources to go unchallenged!! We will be reaping the very negative rewards of a very near-sighted decision for decades to come if we proceed with building this Megatheater!

Matt A. Peterson

Concerned Orem City Resident

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## **Kaye Nelson – May 27**

Hello commission members - I'm sure you've heard about the Vesper project in the mouth of Provo Canyon. We met earlier this month with developer Spencer Shumway and Mayor Judkins and today we met with developer Bryan Bayles.

In theory, this sounds like a great project that many would love having available in Utah County, possibly even in Provo and other venues could definitely be considered. In reality, it is totally the wrong location. CUV posted on FB and IG about our concerns. The responses have been overwhelmingly negative with questions and concerns relating to traffic, sound and light and vehicle pollution, parking for 5,000 - 10,000 vehicles, impact to wildlife, impact to the shooting range, fly fishing, recreating, trails, affordability and tax increases for local residents, etc.

Back when Conserve Utah Valley was just starting out, one of the tenets of our foundation was, and is, "just because you can, doesn't mean you should." You know we are not against development. We are happy to finally have a great plan with Reza Fakhrieh for new housing in the NE foothills. We have been so happy to have a mayor and council members who treasure open space and have worked with us to protect valuable, natural areas. (The conservation easement on the acreage at Slate Canyon is getting close!)

Please listen to your constituents on this issue. Please do the research and require the developers to do crucial studies, see what the impacts will be and, most importantly, don't bend to pressure to see this through. We will lose the unique treasure that Provo Canyon is - that we have fought to maintain.

Senator Keven Stratton told us when we were working to get Bridal Veil Falls into state monument status that he would be protective about the whole Provo Canyon corridor. It's that kind of thinking and determination that will leave a beautiful, natural canyon for many of our progeny for generations to come.

You are the gatekeepers of this decision. Please, please choose wisely!

Kaye Nelson

Conserve Utah Valley Leadership Team members

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## **John Moss – May 27**

Good morning,

I appreciate the opportunity to write you and express my concern about the announced development. As a long time resident of Utah County and having grown up in Orem, near the mouth of Provo Canyon, I am deeply troubled by the recent announcement about Vesper Amphitheater.

Imagine a few years from now – you’re stuck in backed-up traffic at one of the several stoplights that now sits at the base of Provo Canyon. Instead of having your gaze drawn to Mount Timpanogos and the beautiful scenery in front of you that used to grab your attention, you are now met with the view of massive development - amphitheater, hotels, restaurants, parking lots, a bridge, heavy traffic that is dangerous and unmanageable, noise and light pollution. The gateway to the natural sanctuary of Provo Canyon is gone forever. Further up the canyon, additional development is in works – due to the flood gates being opened from this

project. That is the reality of Provo Canyon if the Vesper Amphitheater development project is allowed to move forward.

Just as the owners of Vesper (Spencer Schumway) and David Osmond sought to expand Splash Summit Water Park in Provo, to the base of Slate Canyon (which was shut down, largely thanks to Provo Mayor Kaufusi and public input) , they are now seeking to have another venture that will encroach on a different canyon – this time Provo Canyon. Regardless of their spin or who they put in front of a microphone, this is not primarily about the arts – this is simply about development and profit. Same cast of characters – just a different location, a different narrative they are pushing and a different canyon that would be ruined.

The recent announcement of this project has nothing to do with concepts like 'preserve', 'protect', 'restoration', 'conservation', 'stewardship', being 'caretakers', etc. The fact that words like this are mentioned in the same breath of announcing this project is not only disingenuous, but laughable. It is nothing more than exploitation of the natural beauty of Provo Canyon for the sake of a business venture, resulting in a massive development project that will literally destroy the canyon we know and love.

The gravel pit? Nobody even really notices it, because they just drive by it in a matter of seconds, as their gaze is drawn forward to Mount Timpanogos, the canyon walls and the trees in front of them. The quarry does not bring in thousands of additional cars/ traffic, noise and light pollution, and development. The 'eyesore' of a gravel pit barely noticed is nothing compared to the damage this development project will cause.

For many of us, Provo Canyon represents a natural sanctuary and a sacred space. I grew up near the mouth of Provo Canyon and have spent countless hours up this precious canyon personally, with my wife and with my family – hiking, skiing, fishing, working at Bridal Veil Falls, mountain biking, picnicking, taking walks, and just basking in the beauty of it's canyon walls. Places like Squaw (Khyv) Peak, Canyon Glenn, Bridal Veil, Nunns Park, Sundance, Alpine Loop, etc. will be heavily impacted by this development project. If it is allowed to go through, the peace and serenity of this canyon sanctuary will simply disappear all too quickly.

There are plenty of music venues in Utah – but there is only one Provo Canyon. There really is no place like it in the world. Because of that, let us preserve this canyon - not exploit it for the sake of economic gain for a handful of those that will benefit financially. The arts are extremely important and great venues contribute to an amazing experience – but Provo Canyon is absolutely not the place for a massive development project like this.

I urge you to please do all you can to oppose this project and help ensure it gets shut down. Help us preserve this amazing canyon – for us and for future generations.

Thank you very much!

John Moss

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**Angie Lee – May 28**

Please don't ruin the accessibility of Provo canyon. The traffic problem alone would be enough reason to nix the idea. I love going up the canyon on at least a weekly based for quiet time in nature with my family, not to mention using the canyon for private rafting and access to the unitah mountains. Please don't clog up the canyon with concert goers. Let those of us the crave the quiet, natural beauty have a place to escape!

Please think very carefully about how negative this will impact our valley. There is no amount of money worth the price of paving Provo canyon. I'd rather have the gravel pit than the concert venue.

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**Angela Ricks – May 28**

Hi, I just wanted to let you know I'm concerned about the proposed Provo Canyon outdoor stadium the Osmond's plan to build. That canyon does not always seem to have good traffic flow as of now. ( Especially around the Vivian Park area. I do not think it could hold the traffic that a concert venue would bring in.

If this project moves forward, please consider doing something about the Provo canyon road to ease all of the traffic it would bring.

Thank you

Angela Ricks

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**Shirl Finch – May 29**

Planning Commission and City Council,

Today I spoke with Shirl Finch (Orem resident) on the phone about the proposed amphitheater at the mouth of Provo Canyon.

His concerns:

- Will look like the Deer Valley East Village development across from Jordanelle
- The Deer Valley East Village has too many big buildings (hotel, houses, condos, retail, businesses)
- Doesn't want tall buildings visible from the road
- Wants the shooting range to stay where it is
- Concerned about the deer and elk that winter in that area

When I talked with him more, he said that he's okay if the amphitheater and associated buildings stay within the boundaries of the current gravel pit.

He suggests that the Planning Commission and City Council drive by the Deer Valley East Village development across from Jordanelle before making decisions on this proposed amphitheater.

Thank you

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**Brandon Barnes – May 29**

My name is Brandon Barnes, and I would like to express my opposition to the proposed zone map amendment (Item #5 and #6) for the entertainment and hospitality development in Provo Canyon.

I want to be clear that this is not simply a proposal to redevelop an existing gravel pit. The narrative being presented suggests that a disturbed industrial site will be transformed into something more productive. However, the application before you goes far beyond the footprint of the existing gravel site, which is a mere 24 acres.

The developers are requesting that approximately 100 additional acres be rezoned to support this project. Those acres are not a gravel pit. They consist of foothills, open space, and recreational land currently enjoyed by residents and visitors. This proposal would convert land that belongs to the public realm into land serving a private commercial enterprise.

That distinction matters.

If a private landowner wishes to develop land already zoned and designated for that purpose, that is one discussion. What is being requested here is different. The public is being asked to surrender open space, recreational value, and the character of the canyon in order to facilitate a private profit-making venture.

I am also deeply concerned about transportation and public safety.

For comparison, Utah First Credit Union Amphitheatre occupies roughly 90 acres and is served by major multi-lane transportation corridors. Even with that infrastructure, traffic congestion before and after events is substantial.

This proposal contemplates a venue of similar scale at the entrance to a canyon served by a single four-lane highway that functions as a regional recreation corridor. Thousands of additional vehicles attempting to enter and exit a 20,000-seat venue through this bottleneck would create predictable congestion, safety concerns, emergency access challenges, and significant impacts on nearby communities and canyon users.

The question before the Council is not whether concerts are enjoyable or whether economic development is valuable. The question is whether this particular location is appropriate for a project of this scale.

Provo Canyon is one of the most iconic natural and recreational resources in Utah County. Once open space is rezoned and developed, it is effectively gone forever. Future generations will not have the opportunity to reclaim it.

I urge the Council to look beyond the gravel pit narrative and evaluate the full scope of what is being requested: the conversion of over 100 acres of open and recreational land, the introduction of a massive regional entertainment venue into a canyon environment, and the long-term impacts that decision will have on residents, recreation, transportation, and the character of the area.

Not every valuable piece of land must be converted into a commercial venture. Directly across the highway, Orem City has demonstrated another approach by preserving a similar property for public recreation and trail access. Decades from now, I believe residents will be far more grateful for protected open space than for additional parking lots and traffic congestion.

For those reasons, I respectfully ask you to deny the requested zone amendment. Thank you.

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## Denise McGuire – May 30

Please take your time in considering this new proposed development and zoning changes.

Right now, I am very much against a 20,000 person venue in Provo Canyon. It is too big. The impact on the ecology and resources would be devastating. I cannot even begin to imagine the nightmare that would be caused by traffic.

Please do not rush into this. The consequences will be dire and permanent.

Thank you,

Denise McGuire

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## Cassilynn Post – May 30

I would like to voice my concerns about the Vesper Development for the event amphitheater!

Have you considered what it will do to the wildlife?

Has there been a study done?

Have we looked into the migration of different wildlife and the impact it will cause?

Have you considered what the light pollution will do to that area?

How greatly will it disrupt the wildlife?

What are they going to do for parking?? Tuacahn only seats 2,500 The Maverick center seats 12,000 Both of which have many more streets to get you out of the area! Except both still take forever to leave.

At 20,000 seats I don't see how Provo Canyon can handle that without a major upgrade which would have to destroy more of the beautiful canyon.

The Real Salt Lake Stadium seats 20,000 and even Sandy can't handle it. If you have ever been you will know the pain. The stadium alone can't handle all the parking and you had to pay to park all over or walk a very long walk. People can ride the train and the buses. Provo canyon has none of this to even try to support an event center of this size.

With the parking infrastructure needed that will have to be more than is in any drawing they have shown.

How much more are they going to be cutting into the mountain to obtain this?

They keep saying they are going to bring back the beauty of the area, but that will do the opposite. The beauty of going into the mountains is the nature. If we keep adding more to it we will just keep destroying our beautiful surroundings.

Have we thought of in an emergency what would be the evacuation time?

Getting in and out of the canyon already has a bottleneck and I don't see how it could handle that kind of traffic.

Have we thought about the pollution from the cars on inversion days?

Has there been a study done about the effects of building in that area?

Sediment run off?

Floodplain alteration?

Erosion?

Aquifer contamination?

What will be the impact on the provo river water shed?

Has there been any studies done to show it can safely be built there?

I know it can be exciting to have something new close by but is it worth the trade off. Just because someone wants to build doesn't mean it's a great idea.

I mean look at west provo the warehouses being built look awful! Completely have taken away from the beauty of the river trail. It also cut down a ton of trees which was a habitat to so many different wildlife in the area.

We really need to start thinking about what the impact will be for the future generations. Do we really want our future to be a real life Walle situation? I feel at some point we have to protect the land the God gave us!

I hope you really consider all of this,

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**Scott Ferrin – May 30**

This is old thinking. We need no more major development in the canyon and no more traffic congestion at its mouth and the owners and developers are not reputable and their communication is not honest and credible. I'm very opposed. Get out of the business of upzoning land for developers. Please grow up and more sophisticated in planning Provo.

Scott Ferrin, Esq.

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**Tamela Blake – May 31**

I would like to share my thoughts on this proposed project.

I feel that the current site proposed for this huge development poses many risks to our community. First the size of the project is way too large for the canyon and the safety for all travels in the canyon. Even with the proposed bridge and access at the site the huge increase in cars on the hwy would be so dangerous.

Also the size of parking for a venue this large would make environmentally damage the area.

The zoning change that would be required for this project only increases developers interest in using up our limited lands in the canyon. And where do they stop.

The hotel and restaurants and shops proposed are unnecessary. There are plenty of restaurants and shopping 5 minutes from this location in already zoned areas.

The current BST trail goes through this area and proposal to put land into protected space is always more of a mask to give developers allowance to build what they want. Don’t be fooled. Usually the land protected is land that could not be developed anyways.

Please do not approve this project!

If they wanted to create a Tuacahn feeling with a theater seating 2400 and no hotels that would feel way better than this huge project!

The cost to us environmentally is too great for something of this size. Stop the nonsense! And I don’t care if it has the Osmond name behind it.

You will never be able to get this land back.

Tamela Blake

Provo Resident

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**Willie Holdman – May 31**

My name is Willie Holdman. I'm a professional nature and landscape photographer here in Utah. Many city governments, including Provo, have used my work over the years for various media outlets. I grew up at the base of slate canyon in South Provo, then moved to North orem in 1978. I was thrilled to see a conservation easement set in place by Provo City for the foothills near my old stomping grounds. I've spent many a days hiking up that canyon as a kid and riding my bike in its foothills. As we grow as a city it's paramount we Preserve such places where one can escape into nature to get rejuvenated. Now let's turn our attention to Provo Canyon and the Vesper application for a zone change.

On the county map, it shows Provo Canyon Mining Company owns 24.12 acres.

Vesper proposes 110 acre. Does this mean Provo City will sell or give away land that is zoned Open space, preservation, and recreation? It seems to be bordered by Provo City land and Forest land on all sides.

The vesper website says it will restore 110 acres. But the gravel pit only contains 24 acres.

Restoration means to restore it back the way it was. Plant native plants and trees that were there before the mining operations took place, not to replace it with a commercial venue that creates a permanent eye sore from miles away including from the 189 highway. We all know this will be a traffic nightmare! The highway is backed up past Timpanogos park on a summer's afternoon as it is. You don't even see or notice the gravel pit from the road. The Vesper website says Stewardship: "We treat the land as a legacy to restore. preserve, and honor". The land needs to be restored as it was, and preserved after it is restored to its original condition.

How can there be 20 miles of new nature trails on 110 acres? Who wants nature trails around a shopping center?

8,000 indoor seating, 20,000 outdoor seating. The SLC airport has about 6600 parking spaces. Let's say there are 2 people per car coming to a concert. That's 10,000 parking spaces. That's 65-80 acres as a surface lot, or 15-25 in a multi-level structure.

Everyone knows where the mouth of Provo Canyon is. It's when you drive through the steep limestone cliffs. The proposed shopping center and amphitheater is far removed from its peers. This is the gateway to nature. It's where people escape the city, commercialism, concrete, man made structures, and head to a park with trees, fishing the provo river, riding their bikes along the bike path, visiting bridal veil falls, photographing the natural wonders that make up the canyon. It IS NOT a place for another shopping center and concert hall, which are the exact things people go up the canyon to get away from. Don't Vegas our canyon.

Bryan Bayles proposes a zone change from A1.5) Agricultural, PF (Public Facilities), and OSPR (Open Space, Preservation and Recreation) Zones to the SC3 (Regional Shopping Center) Zone for approximately 100.7 acres. The vesper website states 50 acres will be in a conservation easement. How is this possible when they are asking to rezone 100.7 acres when the project seems to be 110 acres? Why not just ask to put 60 into this SC3 zone?

Looking on the county map, I see the provo mining company owns 24.12 acres. The rest is PUBLIC LAND, zoned for open space, preservation and recreation. These are our lands to enjoy open space and outdoor recreation. It would not be right to sell OUR land to a private party so they can develop it for a pay to play experience.

I, as many others, grew up taking my family on bike rides, rafting trips, sightseeing park visits, etc up the canyon. There is already entertainment here, just of a different type than what Vesper proposes. build it in the city!

I suggest Provo City buy the 24 acres from the Provo Mining Company, and put in a park similar to canyon glen or nuns park. Keep Provo Canyon, named after the city you all work for, in a natural state where families can recreate and make memories together as they spend time in nature away from shopping centers and pay to play models. In other words, keep the city in the city and out of our mountains and natural retreats. It truly is an escape from such. Don’t change the zoning to SC3, (Regional Shopping Center). There is a reason Provo City has a general plan and zoning laws in place. It's to stop out of place developments such as this that do not belong in the existing zones. Lets not open the door for development in our canyon, the peoples sanctuary.

Willie

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**Julie Hollingworth – May 31**

To whom it may concern;

As a resident in North Edgemont I am concerned about the proposed Vesper Development project. It is to big to handle the current infrastructure and would cause serious traffic problems in that area!

The Amphitheatre itself is too big. Tuacahn seats 2400

BYU Marriott center seats 20000

This new proposal is for 20000 seats. They are also proposing large parking structures, hotels, restaurants, condos. All of which would come out at the same very small space requiring traffic lights and other changes not fitting to the area. Development in this area should go west not into our beautiful canyon! We don’t want more development there. We have said it over and over and do not want rezoning to happen or the high density development will never stop. Please do not let this item pass!

Thank you,

Julie Hollingworth

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## Karen Todd – June 1

I'm writing to say that I oppose this new development proposal in Provo Canyon for the following reasons:

- It will increase traffic congestion on an already narrow and often dangerous road.
- It will have a negative impact on the natural beauty of the canyon, which is one of the most valuable aspects of the canyon and of living in this area.
- It will have a negative impact on wildlife in the area.
- It will create more pollution from increased traffic. Utah Valley already has the worst air in the nation every winter; we don't need more traffic.
- It will show that Provo government really values money for the already wealthy more than a good quality of life for all current residents. This gap is part of what's ruining our entire country right now. The wealthy should not be the only ones who have the power to make decisions like this. The will of the people must be considered.
- If we must have a huge facility like this amphitheatre, build it somewhere else. The beautiful mountains here are for hiking, skiing, and other low-impact recreation, not for huge commercial ventures.

Please do not allow the wealthy to ruin one of our best natural resources and lower the quality of life for all who live in this area.

Phyllis Todd

Long-time resident of Provo 84604

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## Debra Biser – June 1

Hello Provo City Leadership,

I want to share some concerns about the proposed Vesper development in Provo Canyon. My initial reaction based on the initial proposal and location is that a much smaller venue would be more appropriate.

Before this project moves forward, I hope it receives a thorough review of its potential impacts on traffic, the environment, and taxpayers. The canyon already sees heavy traffic and it's important to understand how a development of this size would affect congestion, safety, and access.

I also think there should be a clear understanding of any public costs tied to infrastructure, services, or ongoing maintenance so taxpayers aren't left covering expenses that weren't fully considered upfront.

I'm not necessarily opposed to development, but I believe a project of this scale should be carefully vetted and its long-term impacts (Will they want to expand in the future? Will it cut off access to nearby trails? Etc.) fully understood before any decisions are made.

Thank you for your time.

Debra Biser

Provo Resident

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**Riley Tucker – June 1**

To whom it may concern,

Leave the canyon how it is, the last thing anyone wants is more traffic and congestion in Provo Canyon. These developers who claim they are restoring its natural beauty are absolute crooks. This project would ruin the canyon.

LEAVE IT ALONE. PLEASE DO NOT LET THIS PASS.

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**Amber Benson – June 1**

Please vote no to redistrict the area in Provo canyon proposed for a shopping district. We have many shopping districts in Orem and Provo that are underutilized. We even have great arts/production venues close by that are underutilized. The new play theater The Ruth in Pleasant Grove is not to capacity yet. Rarely do I see overcrowding at the Riverwoods, very close to the mouth of the canyon. I grew up just north of 800 North and now live just off of 400 South in Orem. 800 North is becoming filled with traffic many hours of the day. It takes twice as long to get through the heart of Orem as it did when I was a teenager. How will Orem roads be able to sustain the traffic that the vesper venue will ensure? Will you be widening 800 North, losing valuable businesses and already shrunken home lots? I love a great concert as much as the next person. But this location is not wanted by me or my family. Not in this location. I go to the canyon for quite and the absence of cement. Not the opposite. Please vote no.

Thank you.

Amber Benson

Resident of Orem

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## Elliott Nelson – June 1

Thank you for your service to our community.

My wife and I heard about the Vesper Amphitheater and want to understand more about the scope and impact of this project. We will attend the meeting this evening at 5:30 at City Hall to learn more.

At first glance, I am surprised that Provo City is opening up public land inside Provo Canyon for development. Since we moved here a few years ago, I bike 4-5x a week up Provo Canyon, often up to the end of South Fork. We take our grandkids up that Canyon and go on hikes and walks there. It's amazing to have such a beautiful natural space being preserved for all. I'm happy that for now we have decided to preserve these lands and keep development in the valleys, as they could so easily be overrun by development.

This project is being billed as a ''Restoration Project' creating the Crown Jewel of Provo Canyon. An 'Amphitheater in an old gravel pit' that 'honors our mountains'.

Provo Canyon does not need 'restoring' and development is not an improvement on Mother Nature.

Upon closer examination, the project is 100 acres - 10x the footprint of the Marriott Center and its parking lots.

So what are the other 90 acres going for? That is why I want to attend the hearing. We hear of a 'regional shopping center' and 'resort-style villas'. Sounds like a high-end residential area with upscale shops. And who wouldn't want to live with that view of Timp up in the trees?

In reality, the Wasatch Mountains are a very thin row of mountains that are quite fragile in terms of snowpack, water and vegetation. We need to do all we can to preserve these canyons which in reality, are the reason WHY we live here.

As such, I am opposed to ANY development of our canyon. And I am saddened that the Osmonds choose to leave this as their legacy.

Of course, at this point, I know only the information that is offered to the public.

If granted time tonight, I would like to ask the following questions:

The Osmonds & Bryan Bayles are asking for 100 acres to be re-zoned for Commercial development INSIDE Provo Canyon. 100 acres is 10x more than what is needed for an amphitheater of this size – this project spreads FAR beyond the narrative of ‘Rehabilitating a gravel pit’ and spills over to both sides of the road to Khyv Peak. Next time you go up Provo Canyon – look to your right up the vast forested valley and imagine homes and ‘resort-style villas’ on the right half of that valley.

I have a few questions about the size & scope of this development, and the traffic & environmental impact on what is now very pristine public land:

- What is the specific Master Plan for development of these 100 acres? By comparison, the Marriott Center with parking is under 10 acres. What are the other 90 acres for?

- Is Provo City now saying that Provo Canyon, Vivian Park and South Fork are up for grabs by Developers?

- Do we really need a 'Regional Shopping Center' inside our canyon? Where does this stop??

- Do we really need another entertainment venue more than the joy we derive from our beautiful natural surroundings?

- What is the plan for traffic management during events? This canyon is already packed at rush hour and dangerous for anyone trying to enter/exit Hwy 189.

- What will developers do to mitigate the heat from deforestation and blacktop paving of large surface areas? How much water will this development use?

- How is this project being funded? How much is public funding and what is our ROI vs. what developers receive?

If the Osmonds truly wanted to 'honor these mountains', wouldn't the best course of action be preservation - like Robert Redford did with Sundance vs. ‘developing’ it for vast personal gain?

This is not simply about placing an amphitheater in a gravel pit. Provo Canyon does not need this100 acres of commercial Real Estate development. We need to preserve our canyon for future generations.

Thank you for listening to my viewpoint.

Kind regards,

Elliott

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## Todd Franks – June 1

Hi Sharon, it was good to see you on Saturday at Angela’s. Here are some questions I have ahead of tonight’s neighborhood meeting.

Thanks!

Todd

1. t seems like this is moving quickly. Is this proposed development getting a fast track toward approval and possibly skipping key process steps?

2. What is the typical process for a proposed development of this scope and size? Are there standard required studies that must be done before any planning commission or city council hearings are held such as traffic impact, parking requirements for a venue of this size,

environmental impact, economic impact, geo tech analysis, infrastructure (such as sewer, water, power) sound & light pollution, etc.?

3. If so, has the developer completed these studies and where are the results? Have they been vetted for accuracy by expert neutral reviewers?

4. Even though this proposed development falls within Provo's jurisdiction, it's really more than a "Provo" issue. It will affect parts of Provo Canyon that are in Orem's boundaries, fall under Utah County areas, and likely Forest Service or BLM land. Is the proper process being followed for all entities?

5. Additionally, it's not just a "Provo" issue because Provo Canyon is used and enjoyed by people from all over the state, especially the two most populous counties — Utah County and Salt Lake County. Are these Utah residents being given an opportunity to weigh in on an issue that affects them as well?

6. Why has there been no public hearing on this yet, especially considering its potential impact on a treasured local natural resource?

7. What is the current zoning for this parcel and what does that allow for?

8. What do the developers want it to be rezoned to, and what would that allow both now and in the future should the current plans change or the parcel get sold to another developer?

9. Is this parcel currently in Provo City boundaries, or does Provo plan to annex it? If they are planning on annexing, why the change in position since Provo City stated a year ago that they had no desire to annex that parcel because of the infrastructure difficulties it presents?

10. North Provo is currently at maximum sewer capacity. How will this proposed development impact this current problem? Will it create possible sewer backups down the line, and would Provo City would be legally liable for damages caused by those backups?

11. How will this proposed development affect nearby hiking trails, biking trails, parks including Canyon View and Timpanogos parks that are literally across the street from this site? Will families, hikers, mountain bikers, anglers, etc. looking for a pleasant evening in beautiful Provo Canyon be bombarded by concert music all summer long and sit in hour-long traffic lines before they can get out of the canyon?

12. Bridal Veil Falls has been designated as a state monument, and the intention of the state legislature and Utah residents is to protect and preserve Provo Canyon as well as all of Utah's beautiful canyons. Does this proposed development meet the letter and spirit of the guidelines defined in Utah's canyon protection plan?

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## **Talon Patten – June 1**

Dear Members of the City Council and Planning Commission,

I am writing to express my concerns regarding the proposed Vesper Amphitheater development at the mouth of Provo Canyon.

While I understand the desire to redevelop the existing gravel pit site, I believe this project raises serious questions about traffic, noise, environmental impacts, watershed protection, commercialization of the canyon, and the long term character of one of Utah County's most important recreational areas.

My first concern is traffic. I work at BYU and regularly experience the effects of large events on local transportation. Even events with attendance around 5,000 people can create severe congestion for hours before and after an event. The difference is that BYU and central Provo have an extensive network of roads and alternate routes that allow traffic to disperse in multiple directions.

Provo Canyon does not have that advantage.

The canyon effectively operates on a single road corridor. A venue designed for 20,000 attendees could potentially generate thousands of vehicles arriving and departing within a relatively short period of time. If traffic becomes gridlocked, there are very few alternative routes available. I am concerned that residents, emergency services, recreation users, and visitors could all be negatively impacted by recurring congestion during concert events.

As for the residents that live in the canyon, and the residents that live on both sides of the canyon like Orem and Provo and Heber, I dont see how they will be able to make it home during these hours of activity.

My second concern is noise.

I currently live in Springdell, and despite being nearly a mile from the gun range, it is common to hear gunshots echoing through the canyon, particularly during quiet evening hours. If a few shotgun blasts can be heard at that distance, it is reasonable to ask how far amplified concert sound carrying tens of thousands of watts of audio equipment will travel.

Provo Canyon is valued because it provides an escape from the city. Many people visit the canyon for hiking, biking, camping, fishing, wildlife viewing, and simply enjoying a natural environment. Introducing large-scale concert noise into the canyon environment seems fundamentally incompatible with those uses.

The issue of noise in recreational landscapes is not a new one. National parks such as the Grand Canyon have spent decades addressing concerns over noise pollution because visitors value natural quiet. I question whether Utah County should knowingly create a similar conflict in one of its most heavily used recreation corridors.

I am also concerned about the watershed implications of the broader development plan.

The project materials discuss hotels, cafes, restaurants, retail spaces, and other commercial development. Given the importance of Provo Canyon as a watershed area, I believe the public deserves detailed answers regarding water quality protection, runoff management, stormwater infrastructure, and long-term environmental impacts.

Parking is another major concern.

A 20,000-seat venue requires a tremendous amount of parking. Even conservative estimates suggest thousands of vehicles would need to be accommodated. That means large areas of pavement, parking lots, access roads, lighting, and associated infrastructure. I worry that what is currently a natural canyon entrance will gradually be transformed into a sea of asphalt.

Beyond the immediate project, I am concerned about the precedent this development could establish.

If one developer is allowed to build hotels, restaurants, retail spaces, and entertainment venues in the canyon, what prevents future developments from requesting similar treatment? What begins as one project could gradually lead to further commercialization of the canyon.

Many residents have watched places such as Park City become increasingly dominated by tourism oriented development, rising costs, and private interests. I worry that Provo Canyon could begin moving in the same direction. This canyon should remain a place that is accessible and enjoyable for everyone, not just those who can afford expensive lodging, entertainment, or commercial recreation.

I am also troubled by the accuracy of the project's public renderings. Some renderings appear to misrepresent the size, scale, or alignment of existing roads and surrounding features. If the public is being asked to evaluate a project of this magnitude, the materials presented should accurately reflect existing conditions. If basic elements are not represented correctly, it raises concerns about what other impacts may be underestimated or overlooked.

I believe there are better alternatives for this site.

If redevelopment is desired, I would encourage consideration of a more limited project focused on public recreation and open space rather than large-scale commercial development. For example:

• Eliminate the proposed hotels, retail spaces, and shopping areas.

• Preserve as much open space as possible.

• Create public parks similar to Timpanogos Park.

• Develop trail connections and recreational amenities.

• Consider mountain biking facilities, outdoor recreation infrastructure, or other low-impact uses.

• If an amphitheater is pursued, significantly reduce its scale and separate it from extensive commercial development.

Provo Canyon is one of Utah County's greatest natural assets. Decisions made today will shape the canyon for generations. I respectfully ask that city leaders carefully consider whether a 20,000-seat entertainment complex, combined with hotels, retail development, and extensive parking infrastructure, is truly consistent with the character, environmental value, and recreational purpose of the canyon.

Most importantly, once a natural resource like this is gone, it is gone forever. Think of all the natural wonders of the world that have disappeared, never to come back again, due to the greed of humans. Don't be on the wrong side of history on this subject.

Thank you for your time and consideration.

Sincerely,

FREDERICK TALON PATTEN

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## Sandy Tidwell – June 1

Provo Planning Commission & Provo City Council,

RE: Vespers Amphitheatre concerns

Our primary concern about the Vespers Amphitheatre Project is about traffic. An engineer, after the meeting, explained how the egress from the venue would happen. However, people wanting to go the other direction, up to Heber, would have to cross traffic. Right now, the egress from KYHV Peak Road, Springdell Circle, Nun's Park/Bridal veil Falls Trail and Picnic Area & Vivian Park is ok for people heading north, but it is very dangerous for people wanting to go back to Provo as they have to cross speeding traffic coming from the opposite direction and have to merge into speeding traffic already headed to Provo. This is already a traffic challenge. With added traffic from this venue and even during the construction of such a facility, would be a huge safety concern.

At the meeting, the Vespers people explained that the proposed venue would attract from 5-8,000 people for most events and a few times a year would attract up to 20,000 people! With one road leading in and one out, it would be a traffic congestion nightmare to move that many people and their cars up to the venue and home again.

We are in favor of the city funding restoration of the part of the gravel pit area that belongs to Provo City.

Richard & Sandy Tidwell

Provo Edgemont

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## Scott Sorensen – June 2

Dear Provo Planning Commission and City Council Members,

My name is Scott Sorensen, and I Live near the mouth of Provo Canyon. I am writing to formally express my opposition to the proposed Vesper Amphitheater project.

While I appreciate the economic vision behind this project, I am deeply concerned about its traffic impact. U.S. 189 at the mouth of Provo Canyon is already a heavily congested corridor, and a 20,000-seat venue would generate traffic volumes that the current road infrastructure simply cannot accommodate. The result would be severe and chronic disruption to canyon access for the thousands of residents, commuters, and recreationists who rely on that route daily.

I urge the Planning Commission and City Council to carefully evaluate whether adequate traffic mitigation is feasible before approving any rezoning or general plan amendments for this development. In the absence of a credible and fully funded traffic solution, I ask that you deny approval of this project.

Thank you for your time and public service.

Sincerely,

Scott Sorensen

Provo, Utah

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## Sharon Hiatt – June 2

I oppose making the mouth of Provo Canyon into an entertainment venue. This proposal would cheapen the natural look and create traffic congestion that would then call for tax dollars to build more roads at a choke point there at the mouth of the canyon. Don’t try to make Provo Canyon into Branson.

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## Dan Moss – June 2

To the Provo City Mayor, City Council, and Utah County Commissioner,

I am writing to express my strong opposition to the proposed Vesper Amphitheatre development in Provo Canyon.

I understand that the site has previously been used as a gravel pit, and I support thoughtful efforts to reclaim and improve disturbed land. However, a large entertainment venue that could bring thousands of people, vehicles, lights, and noise into the canyon is not restoration. It is a major development project in one of the most sensitive and beloved natural areas in our community.

Provo Canyon is already a constrained transportation corridor. Adding a venue of this size raises serious concerns about traffic congestion, public safety, emergency access, parking, evacuation, and the potential need for expensive road and infrastructure improvements. Before any approval is given, the city should require a full traffic impact analysis, including event-night

congestion, winter conditions, emergency response, downstream bottlenecks, and who would pay for any required improvements.

I am also deeply concerned about the environmental impacts. Provo Canyon is an important recreation area, wildlife corridor, watershed, and natural refuge. A development of this scale could affect wildlife movement, increase vehicle-wildlife collisions, harm dark-sky conditions, create noise that carries through the canyon, and increase runoff, erosion, and pollution risks near the Provo River watershed. These impacts should not be minimized or rushed through.

The public deserves a meaningful voice in any decision that would permanently change Provo Canyon. This canyon belongs to the broader community, and decisions about its future should prioritize long-term public safety, environmental protection, recreation access, and responsible stewardship over private entertainment development.

I respectfully ask Provo City to oppose this proposal unless and until these serious concerns are fully studied, publicly reviewed, and satisfactorily addressed. In my view, this land would be better suited for lower-impact reclamation, habitat restoration, open-use recreation, or wildlife connectivity improvements rather than a large amphitheatre that could create permanent and recurring impacts on the canyon.

Thank you for your time and service to our community.

Sincerely,

Dan Moss

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## **Elliott Nelson – June 2**

Greetings,

Thank you for your service to our community.

The meeting last evening with the City Council and Bryan Bayles was very informative. I appreciate the process the city goes through to listen to all sides. I came away with some helpful new insights and changed my thinking on some issues. The value of such a forum is that so many different aspects of a project like this are brought to the surface and we get to hear many different views of how people value this land – more on that later.

For me, two things stood out from Mr. Bayles' presentation:

1. The size of this project – a 20,000 seat amphitheater was pitched as the only way to make this a viable project and repurpose the gravel pit. Despite many raising the examples of Red Rocks, Tuacahn and other venues with great outdoor experience (more intimate), the developers say that Vesper only works if it has a 20K capacity. And certain artists will only play a venue that size. More thought needs to go into what kind of experience we want and whether there might be different options for size. The 'size urgency' seems pressured. And if their finances are dependent on that condition, the project seems less tenable.

2. The project is not realistic in how it addresses additional traffic flow and safety on Hwy 189 or parking for events of different sizes. This highway is already crowded and dangerous and the venue sits between 2 blind curves. And it is a major throughway to Heber, Park City and beyond. Bayles went from saying they would have mostly small events to saying they would pack it full as often as possible. And where to put parking and the ingress and egress for 8,000 spaces was never fully addressed.

I came to the meeting hoping to hear how problems are being addressed to gain confidence in the development team. I wanted to give this project a chance. I felt Bayles pandered somewhat to the audience – by bringing up the kind of care they would take to the site and general categories of problems – but then saying essentially that we need to 'trust them' to do the right thing.

The site images shared seemed unrealistic. We saw a site map overlay on the gravel pit and an artists' conception that both showed around 500 parking spaces whereas according to the plan, there will be at least 8,000 spaces. There was talk of a parking structure partially underground, but this raises questions about cost and feasibility given the rock and groundwater issues.

Here is where I feel we need more details on how it would look & operate and perhaps some working models of the site:

Parking for 8,000 spaces takes up 55-65 acres. Parking garages of this size are found at major US airports (link) and theme parks like Disney and Universal. DFW has a garage holding 8,100 cars that is 8 levels spread over approx. 9 acres. What is the size of the parking structure this site needs at a minimum to accommodate 8,000 cars? The 5-level parking garage at SLC holds 3,600 cars and is 900 feet long.

The key difference between structures of a similar size and the proposed parking structure for Vesper is that these airport facilities fill and empty one car at a time over a day – a trickle of cars. And they make money 24-7. Whereas Vesper guests would want to enter or leave as quickly as possible, and the structure would only be able to charge when a concert came along. Imagine how long it would take SLC or DFW garages to empty if everyone were asked to leave at the same time! What level of traffic control manning this garage would be required to expedite filling and emptying for large events?

How would a structure of that size fit on this property and how would the financials work if it were empty most of the time? Would we want a garage of this size at this site in Provo Canyon?

Does it make sense to have that much parking for the limited number of events that would require it? This gets back to the 'size urgency'. There are several important financial and environmental questions around this issue to be resolved before the project is viable.

I'm an ardent conservationist. I want to see Provo Canyon preserved. But I am also pragmatic and if this project is what the city wants to do, these issues would have to be resolved before any change in zoning is granted. I feel the developers are pushing this as a big sales job and asking us to take their expertise on 'faith'.

There is one unifying reason why so many people came last night opposed to this project: this canyon, like all our mountain environs – is why we live here and indeed what makes life possible in this valley. It is the source of our water supply, it provides a close-by refuge of cool and shade in the summer. We can get to skiing in 20 minutes in the winter.

Our ‘crown jewels’ are already there and the hand of man cannot ‘restore’ it or make it better than what it is. Once we start developing inside the canyon at scale, we cannot reclaim that treasure. Maybe Provo and this valley do need a venue of this size and the revenue it brings, but why does it need to be inside Provo Canyon, especially given these complex, unanswered questions?

Thank you for your consideration of these thoughts & questions.

Best regards,

Elliott

Provo

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**Michael McClellan – June 2**

Dear people who can truly make a difference,

PLEASE do NOT allow the land use zoning change for the Vesper project at the mouth of Provo Canyon. I understand that the land use is coming to a close as a mine/quary. However a large million or billion dollar ampitheatre does not serve the general plan. Please do not allow a development that would incrementally worsen traffic patterns at an already horribly busy intersection of the valley.

Also a development that would take much of natural, altough disturbed land, and converting it into a paved/developed area isn't compatible with adjacent land uses. This type of development would distract from the natural scenic ammenities that all the surrounding land uses currently benefit from. The vast majority of surrounding land uses are recreation and preservation areas.

A theatre isn't a needed amenity in this area of the valley. There is already Sundance theatre just up the canyon as well as the Hale center Theatre in Pleasant Grove. The surrounding university sports arenas also serve as amenities for large gatherings we don't need another large gathering spot in this corner of the valley.

Again, Please do not allow this general plan ammendment, land use change or zoning change.This is not what Utah valley needs

Sincerely,

Mike McClellan,

Local recreator and huge supporter of the arts, just not in this proposed development.

**Carol Heineman – June 2**

Hello,

I attended the meeting on the Vesper Proposal yesterday by way of Zoom. There were many well thought out, legitimate, researched and articulate comments made objecting to this huge Entertainment Proposal at the mouth of Provo Canyon. I agree wholeheartedly with those objections and concerns. They are so very real and relevant that I am surprised that:

1. The owners of the gravel pit agreed to sell the property for the Osmond Entertainment Proposal. Is it all about money, profit, fame, power, status, influence, ego...? Who are the owners of this gravel pit? Did they not take into consideration all the realistic logistics of such a ridiculous proposal? Why were they not at the hearing or speak about the proposed purchase?

2. How is it that the city of Provo can not see before thousands or millions of dollars are spent on this Entertainment Proposal's feasibility that this is not in the best interest or logical and practical use of the land, due to traffic congestion, safety of congested crowds, noise pollution, light pollution and wilderness protection?

For these reasons and others, the vast majority of people don't want this huge Entertainment Venue desecrating Provo Canyon's Pristine Nature.

Why even give the Osmond Proposal any consideration when it should have been stopped in its tracks before it even got to a public hearing? Listening to Donny Osmond's televised comments regarding the announcement of the Vesper Entertainment Center he stated that, "there were many hurdles and obstacles they had to overcome to get this project launched for the public announcement". What were those hurdles and obstacles? Was there some wheeling and dealing that was premature or unethical to get this project to this point? Why didn't David or Donny Osmond speak at the hearing since it was their Entertainment Proposal? If this Entertainment Proposal continues to go forward I believe there will be more wheeling and dealing "behind closed doors" (unethical practices) to push this project forward. Maybe more than unethical, maybe even fraud!

But if nothing else, there will be a total disregard for what the People of North Provo and surrounding communities want for reasons stated above in #1.

Now a comment about it being zoned as a "shopping center"? That is even more ridiculous! We don't need another shopping center!! Riverwoods struggles to stay vibrant. It almost went under in recent years due to lack of people interested in spending money at a high end shopping center. Provo Mall is on life support as a shopping center and is struggling to stay alive due to changing spending habits of the general public.

Also, about Riverwoods: when they have events at their facilities it is loud and obnoxious to the neighborhoods all around. Even miles away neighbors are affected by their noise pollution. What happened to the Orem noise pollution ordinance? Will Provo ignore such ordinances if passed?

FYI: When Provo has their 5K ... runs that starts at Canyon Crest Elementary School Early Saturday morning, they have obnoxious loud music and bullhorns blasting not taking into consideration the neighbors or pets in the immediate area that are offended by such a rude disturbance of peace.

If I can get any of my above questions addressed and answered it would help continue the dialog that needs to be discussed and resolved.

Thank you for your consideration.

Carol Heineman

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**Brandon Barnes – June 2**

I am writing to urge you to oppose the proposed rezoning associated with the planned amphitheater development in Provo Canyon. Before looking at site plans, traffic studies, or economic projections, I would ask you to do something much simpler:

Drive up Squaw Peak Road (now Kyhv) and stop near the first crest where the view opens to the west. Or hike the Bonneville Shoreline Trail above the site. Take a moment to look across those foothills and open space. Then imagine them gone, or at best heavily distorted. Not the 24-acre gravel pit. Most people can agree that disturbed industrial land should be improved and put to better use. Imagine everything surrounding it.

Imagine roads cut into the hillsides. Imagine acres of parking. Imagine lighting, fencing, utility infrastructure, traffic controls, and all of the other elements required to support a venue designed for 20,000 people, along with the proposed hospitality and commercial development. Because that is the reality of what a project of this scale requires.

The gravel pit itself is only 24 acres. Yet the proposal seeks to rezone approximately 100 acres of land. More than 75 percent of the land involved in this project is not the gravel pit. It is open space, foothills, and recreational land. That distinction matters. The public discussion has focused heavily on the redevelopment of a gravel pit, but a 20,000 seat amphitheater, hotel villas, restaurants and shopping are not a 24 acre project. They cannot be.

For comparison, UFCU Amphitheatre (formerly USANA) in West Valley accommodates approximately 25,000 guests. The venue occupies a massive developed site and is surrounded by extensive parking. Roughly 50 acres of that property are dedicated to parking alone. Even with major transportation infrastructure, including multiple arterial roadways and direct regional access, traffic entering and leaving events is typically frustrating and time-consuming.

Now imagine attempting to accommodate nearly the same number of guests at the entrance to Provo Canyon. Not in the middle of an urban commercial district. Not adjacent to multiple four and six-lane roadways. At a canyon bottleneck served primarily by a highway with only two lanes in each direction. The transportation challenge seems obvious. More importantly, the physical footprint required to support that number of attendees has to go somewhere.

Another comparison worth considering is Tuacahn in St. George. Tuacahn sits on just about 20 acres, including its amphitheater and parking areas, and accommodates roughly 2,500 guests. It is a destination venue that fits the scale and character of its surroundings. This proposal seeks to place a venue roughly eight times larger in one of the most scenic and heavily used recreational gateways in Utah County.

I am not opposed to improving the gravel pit parcel. If private owners wish to purchase and develop that land, there are many possibilities that could fit within its footprint while respecting the character of the canyon. What I struggle to understand is why a 24 acre gravel pit requires 100 acres of rezoning and development.

Across the highway, Orem City has demonstrated a different vision. Similar canyon-adjacent land has been preserved for recreation, trail access, and public enjoyment. Those decisions continue to benefit residents every day.

As a Planning Commision member, you are not simply deciding whether an amphitheater should be built. You are deciding whether more than 100 acres of open space, foothills, and recreational land should be converted to support a private commercial venture. Once these foothills are developed, they will never return to what they are today.

I respectfully ask that you look beyond the renderings and marketing materials and focus on the long-term consequences of this rezoning request.

Please vote no.

Thank you for your time and consideration.

Sincerely,

A Very Concerned Resident

Brandon Barnes

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## **Emma Morrison – June 3**

Dear Provo City Leadership,

I am writing to submit a public comment regarding the proposed Vesper Amphitheater applications at 6622 US-189.

From Provo City's own public materials, I understand that this project is not yet approved and that it requires both General Plan and Zone Map amendments before it could proceed. I also understand that the City has identified unresolved issues related to traffic mitigation, infrastructure, sound, environmental effects, and lighting.

My concern is that these unresolved issues are not minor details and instead go to the heart of whether this location is appropriate for a project of this scale. Public reporting indicates that the current land-use designations and zoning include agriculture, public facilities, and open

space/preservation/recreation, while the applicant is seeking commercial land-use and SC3 Regional Shopping Center zoning for entertainment and hospitality uses.

Because this request would materially change the long-term land-use framework for the mouth of Provo Canyon, I respectfully ask the City to apply a very high standard of scrutiny before recommending or approving any amendment. In particular, I ask the City to require clear, public, and technically supported analyses of:

- traffic circulation, queuing, parking, and emergency access

- infrastructure and public-service demands

- sound, lighting, and visual impacts

- environmental impacts on the canyon recreation experience and surrounding natural resources

- whether the proposed rezoning is consistent with Provo's adopted planning goals for open space, recreation, scenic enjoyment, and long-term public benefit.

After living in Provo for seven years, frequently visiting family who still live there, frequently visiting for outdoor recreation, and conducting small geology field trips in Provo Canyon, I feel personally invested in the outcome of this project and the future of Provo as a whole. I recognize the desire for projects that can positively impact the community; however, in this case, I do not believe the mouth of Provo Canyon is an appropriate location.

Thank you for considering my comment and for your continued service to the Provo community.

Sincerely,

Emma Morrison

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## **Abigail Morrison – June 3**

Dear Provo City Leadership,

I am writing to submit a public comment regarding the proposed Vesper Amphitheater applications at 6622 US-189.

From Provo City's own public materials, I understand that this project is not yet approved and that it requires both General Plan and Zone Map amendments before it could proceed. I also understand that the City has identified unresolved issues related to traffic mitigation, infrastructure, sound, environmental effects, and lighting.

My concern is that these unresolved issues are not minor details and instead go to the heart of whether this location is appropriate for a project of this scale. Public reporting indicates that the current land-use designations and zoning include agriculture, public facilities, and open

space/preservation/recreation, while the applicant is seeking commercial land-use and SC3 Regional Shopping Center zoning for entertainment and hospitality uses.

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- traffic circulation, queuing, parking, and emergency access

- infrastructure and public-service demands

- sound, lighting, and visual impacts

- environmental impacts on the canyon recreation experience and surrounding natural resources

- whether the proposed rezoning is consistent with Provo's adopted planning goals for open space, recreation, scenic enjoyment, and long-term public benefit.

After living in Provo for most of my adult life and owning a home in the heart of this city, I feel personally invested in the outcome of this project. It would greatly affect access to one of our most beautiful natural assets on a road that already groans from the weight of the increasing traffic up Provo Canyon. I would ask that public leaders not fall into a potential trap of spending public funds (again, I feel this personally as one who pays taxes in this city) to subsidise the vision of wealthy individuals and developers in a guise that promises to increase the city general fund. Your duty is to the public -- we matter. I don't want my taxes to fund the necessary road work and traffic mitigation this proposed project will surely require. I recognize the desire for projects that can positively impact the community; however, in this case, I do not believe the mouth of Provo Canyon is an appropriate location as it will increase traffic where there is lacking infrastructure, hinder access to the canyon, and create safety issues for citizens.

Thank you for considering my comment and for your continued service to the Provo community.

Sincerely,

Abigail Morrison

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## **Amy Bates – June 3**

My name is Amy Bates. I am a wife, mother of 7, former educator, person of faith, and a concerned citizen. I'm emailing regarding the proposed Vesper Amphitheater. From the things I have read, it sounds like the development group and Provo City have the best interests of the area, the wildlife, and the citizens involved in mind. I wanted to email to make my thoughts and feelings known as a citizen of Provo, as the rezoning request is being considered and as any process beyond that occurs.

I have concerns about the location and its geological suitability to host such a large development. The size alone does not seem appropriate for Provo Canyon. A 20,000-seat amphitheater, hotel, surrounding buildings, shops for fast food, memorabilia, and parking (both underground and surface level) will take away from the natural beauty and purposes the people of Utah Valley have come to know and love Provo Canyon for. I've been to Tuachan many times, and I would support more of a Tuachan approach to a venue that complements the area instead of detracts from or overwhelms it. I've lived in Provo for 27 out of the last 29 years. We have visited Provo Canyon more times than I can count. I don't want it to become another Sundance-type location. That brings me to my next concern: the need for a venue so similar to others (BYU, Covey, SCERA, Ruth, and Sundance). We already have many options in Utah Valley, and I don't know if this is truly needed or wanted by the residents of Utah Valley. Another large concern I have is the potential future sale of the facilities to Live Nation Entertainment, which controls the entire music industry, or another company that may or may not stay true to what is best for Utah Valley. Lastly, I'm concerned about the environmental impact. There is a threat to the wildlife and the effect on outdoor recreation in the area. The light, sound, vehicle pollution, and traffic will all have an effect. I live 2 miles from Lavelle Edwards Stadium. When there is an event, traffic, sound, and light can be seen, heard, and have an effect on the area I live in. We will plan outings around when games start or end because it is so disruptive to the area. I would hate to have that happen up in the canyon. University and 9th East have traffic problems that are expected in a city of this size. Provo Canyon is not a place where the people who frequent it want to be caught in hours-long traffic jams.

Thank you for your time and consideration in reading my concerns.

Sincerely,

Amy Bates

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**Chris Livingston – June 3**

Hi there,

I own a home in provo canyon (1530 springdell circle)...and the second I heard this proposal I was in shock. I have 9 years living in that home and you don't have to be a resident to know how the infrastructure of the canyon's roads would not support this project. I see why some people would be interested in maybe having a new concert venue...but we don't need another one right at the base of the canyon. The location is just a poor choice.

That doesn't even touch other concerns like keeping our wild environments untouched for exploration & relaxation. Provo canyon is a respite for the valley...let's not turn it into a concert venue. There's other locations for that.

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**Winston Lee – June 3**

Yes

Build the amphitheater

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**A M – June 3**

As a lifelong Orem resident, I am very concerned about the proposed Vesper development that is being considered for Provo Canyon. The location that is being proposed is not the right place for something like this.

This development would take space away from the variety of wildlife that live there who have already sacrificed too much, and the traffic congestion that would occur at 800 north would be a disaster for this area. It is already much too overcrowded as it is, and adding even more traffic would end up a nightmare for the people there. Why not just simply choose a different location?

Provo Canyon has already been carved up and changed way too much. I remember the days as a child when driving on the canyon road, the mountain was so close to the road that you could almost touch it. You would see people fishing along the road. We need to be good stewards of this place we call home so it can be preserved for the future.

There are many local residents who are not happy with this proposal. Think of future generations and how once changed, it can never go back to how it was. I am very concerned that a few people who have a little power can make a decision like this. You represent the people of this area. Please listen to the voices of the people who live here, and consider how you would want your own hometowns protected, if something similar was being considered there.

Do the right thing, hear the voices of the people who live there, and make the right choice for the future of Orem and Provo Canyon. Do not change the zoning for the canyon, that is the right thing to do.

Let this development be built somewhere else, and leave our beautiful canyon how it was intended to be.

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**Michele Zadrozny – June 4**

As a resident who lives in Orem off of 800N we are very upset about ask of this. We do not have the infrastructure to accommodate this venue. 800n and university are always busy and backed up. Can we stop cramming things into Provo/Orem ! The streets can handle any more traffic. The residents do not need or want this

Concerned citizen

Michele Zadrozny

## Elizabeth Meltzer – June 4

To whom it may concern -

As of June 4, 2026, Vesper claims on its website that it has 94% community support. I don't know where they got those numbers, but when I saw that I was incredibly upset. It's what pushed me over the edge to actually send an email.

I am always in support of preserving open spaces, so naturally I would choose to NOT have the amphitheatre in Provo Canyon. However, I understand the economic impact and that it would be a really memorable location. If they actually do what they claim they will do, and value what they claim they will value, maybe it actually can be a benefit.

My biggest concern, up until today, has been traffic. Anyone trying to come in and out of the canyon on a weekend knows how far the lanes get backed up and how dangerous it can be. I'm extremely skeptical that the traffic and volume of people they are projecting could be adequately managed.

Today, as a Provo resident, seeing the Vesper website felt like a slap in the face, and I am no longer on the fence about how I feel about this project.

I don't know where Vesper gets its boast of 94% community support. I'd love to see something to back that up. Whether that is a correct number or not, I would like to add to the record that I am part of the 6% that is not in support of this project. At this point I am not even sure my voice as a resident matters - I want to believe that it does, but I certainly don't think Vesper cares. They say they do, but they're words feel deceptive and are nothing more than empty flattery.

I hope that in the end, the decision makers do what is best for the city, but also find a way to listen to what the residents actually want. I know it's really complicated and perfect balance is impossible. I just wanted to add my voice, however small, to the conversation.

Elizabeth Meltzer

Provo 84606

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## Kevin Pferdner – June 4

I recognize there is a strong push from those who are opposed to this project and often times they can appear to be a bigger group than reality because they are the most vocal. Please take my comments from someone who lives in Salt Lake County - I am not a UT County or Provo City resident.

- I love this project idea. Having concerts near the mouth of this canyon in a mountain setting sounds absolutely stunning. The experience would be nothing short of spectacular.

- This sounds like such a win over the current gravel pit. Adding this venue with parking and trail access makes a ton of sense.

- Traffic - I think this is likely the biggest and legitimate concern that is on most people's mind and will need to have a solution. As one who battles traffic on certain days and times for both of the Cottonwood Canyons, I am sympathetic to this issue.

- I would travel to this venue as I think many from other counties and cities would do the same.

Seeing as how you are likely being bombarded with negative comments and emails - I want to make sure you get some positive feedback.

Cheers!

Kevin Pferdner Zip Code: 84117

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## Jack Donaldson – June 4

Dear Commissioner(s),

I am writing in strong opposition to the proposed Vesper Amphitheater development at the mouth of Provo Canyon. I'm a longtime Orem resident and a regular user of the canyon — for hiking, biking, and the kind of quiet, restorative experience that Provo Canyon uniquely provides along the Wasatch Front.

I understand the appeal of ambitious development, and I don't doubt that some people are excited about this project. But I believe the vast majority of residents and canyon users would be negatively affected by it — and I'd ask that you weigh their interests heavily in your deliberations.

The scale is simply incompatible with this location. A 20,000-seat outdoor venue is roughly twelve times larger than Tuacahn and twice the size of Red Rocks. For comparison, the Marriott Center at BYU — which holds events of similar size — requires an enormous dedicated parking infrastructure surrounded by an entire university campus. The mouth of Provo Canyon has none of that. A single canyon road serving 20,000 concertgoers isn't a traffic inconvenience — it's a public safety crisis. Emergency access, evacuation routes, and the basic flow of canyon traffic would all be severely compromised.

The environmental harm would be permanent. This is the opposite of a “restoration.” Light pollution from a venue of this scale would fundamentally alter the character of a canyon that has, until now, remained largely undeveloped. Noise pollution and water aquifer risks compound those concerns. Wildlife would be displaced. These aren't speculative worries — they are the predictable consequences of Commercializing a narrow canyon environment.

I'll note a small irony that isn't lost on me: across the highway from Timpanogos View Park sits a gravel pit — not ideal, but at least contained. The Vesper Amphitheater would be many times

more disruptive and far more permanent. Whatever one thinks of the gravel pit, at least it doesn't draw 20,000 people on a Friday night.

Provo Canyon belongs to all of us. It is one of the most accessible and beloved natural spaces along the entire Wasatch Front. I strongly urge you to reject this proposal and protect the canyon from a development that serves the few at the expense of the many.

Thank you for your time and public service.

Sincerely,

Jack Donaldson, PhD

Long-time Orem Resident

Regular User of Provo Canyon

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## Janell Tuttle – June 4

Hello Provo City Planning Commission:

I appreciate your service to the people of Provo. I am writing because I am concerned by the size and impact of the proposed Vesper Amphitheater at the base of Provo Canyon and the zoning changes proposed. This is a massive proposal including a hotel, indoor and outdoor concert venues, and dining options. The scale of this project will overwhelm the current infrastructure of the canyon and the roads leading into the canyon as well as put a strain on our already limited water supply. The Vesper amphitheater is proposing a 20,000 seat concert venue. To give you some perspective, the Sandy Amphitheater has a capacity of 2,750 and Tuacahn has a combined capacity of 3,000 between their indoor and outdoor venues. These smaller venues attract world class entertainment and are a destination venue without being massive. I understand from the developers that the size proposed is necessary for the project to be profitable. That is a red flag to me. Provo Canyon is not the place for a venue of this size. The developers should realize this and look to other, more suitable places for their proposal.

While this site is currently a gravel pit, there is still wildlife that will be displaced due to the construction of such a massive project. And what about the water needed to run a hotel and the other services proposed? We are in a drought and water is not an unlimited resource. In addition to the resources needed, the dining options will actually take revenue away from the restaurants at the nearby Riverwoods.

The Mayor said the City has tried to purchase the gravel pit and been unsuccessful and she is in favor of this proposal. I believe there are other solutions that do not involve building a massive venue at the gravel pit. Once this land is turned over to development, it will never be the same. Thank you for listening to my concerns. I appreciate your time.

Sincerely,

Janell Tuttle

Provo Resident

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**Miles Welch – June 4**

Hello Provo Planning Commission,

I am a local avid trail runner, mountain biker, and enjoyer of all parts of Provo Canyon. In light of the recent announcement of the Vesper Amphitheater, I have several major concerns about the feasibility and reality of this project. Here are some of the main questions that I would like to see thoroughly answered and given to the public before any further action is taken on this project.

- The Zone Change, Concept Plan, and General Plan Map Amendment says you ask that Provo City rezone 100.7 acres, but Steve Turley only owns 24 acres at his gravel pit. Where will the other acres come from?

- Additionally, using Google Earth and the current renderings, the entire project will take up about 64 acres, yet the project is claiming to have "50+ conservation easement acres".

- What easements will you need from the Forest Service? Have you begun the process with them?

- Where are those acres located, and how will the transition of property ownership happen?

Alongside this, currently, the shooting range affects where people like me can hike, run, and bike. Will the city need to move the shooting range?

- Construction is planned on an area with steep slopes and an underground parking garage that may compromise slope stability (rockfall, landslides, slope creep, freeze -thaw instability, earthquake amplification, avalanche). What engineering firm has been contacted or hired, and what have they told you about this project? I encourage the city to require a full geotechnical study before the planning commission or the city council considers rezoning.

- A 20,000-person venue could create multi-hour exit times, gridlock extending miles downstream, air pollution inversion effects, and emergency response delays. The public may ultimately subsidize hundreds of millions in road widening and traffic mitigation for a private entertainment development.

- Additionally, will the UTA ski bus service to Sundance be affected by traffic in the winter due to the year-round nature of at least 8,000 seats in the amphitheater?

- What taxpayer-funded improvements are anticipated for the area?

- What are the long-term maintenance costs for necessary highway improvements in Provo Canyon?

- Who will pay for snow removal during events? Will this be managed by the city?

- What studies have been requested from UDOT for traffic issues in the canyon? I will encourage the city to require such studies, as the canyon is already very crowded at peak times, and this will likely only increase congestion.

- The architectural drawing and renderings are preliminary and thus, not detailed. What plans has your architect made for emergency staging areas, ride-share queues, bus loading/unloading, ADA overflow, and fire evacuation? Additionally, how can the public trust the renderings generated by AI to be accurate in terms of how this project will turn out?

Foremost, I strongly and highly encourage the city to require a complete environmental impact study before the planning commission and the city council consider rezoning. I hope that any such study will include consideration of how the resort will affect wildlife migration, breeding, and genetic connectivity. Has the DWR modeled these displacement effects? How much will wildlife vehicle collisions increase? What effect will the increased impervious surfaces have on water flow? How will this affect the wildlife of the area with noise pollution?

- What is the estimate for the peak decibels during concerts? How much will this affect migratory bird orientation?

- What is your estimate for peak and average light pollution? How will the loss of dark sky conditions disrupt nocturnal wildlife behavior?

- How much do you estimate air pollution will increase from vehicles and buildings (heating and cooling), not just the 120 days for concert traffic, but the daily traffic of visitors to the hotels, restaurants, and shops?

Because this development will profoundly affect the identity of both Provo and the canyon, I ask what feasibility studies you've completed, as Provo already has concert venues at BYU, Covey Center for the Arts, SCERA, the Ruth, and Sundance summer theaters. What economic analysis have you conducted to measure the need for another concert venue and resort?

Vesper's promotional materials state that "94%" of Provo residents support the plan. How did they calculate that number? What public surveys has the city conducted, or will it conduct?

What other areas have been considered for this project?

Thank you for your time and consideration,

Miles Welch

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## Jordan Sloan – June 4

Just writing in to voice my support for the Vesper Amphitheater project. I think it's an excellent opportunity to bring some sorely needed culture to the area. I look at venues like Red Rocks and the Gorge and i have always wondered why Utah doesn't have something like them.

Please dont let the "activists" take this away from everyone.

**Sue Lau – June 5**

Regarding the venue the Osmonds would like to build, I would prefer it not be built in our canyon. I like the natural state of the canyon to remain as much as possible. And the traffic that would bring to this area will be immense on a regular basis. Sure it would bring money into the town and local businesses, and it is a scenic back drop for the venue, but I feel it would be better suited in a different location. Provo Canyon's character and beauty would be forever altered by that and the subsequent businesses that would emerge around it within the canyon. The peaceful environment would change.

Thank you,

Provo Resident Sue Lau

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**Jennifer Lane – June 6**

Dear Planning Commission,

I am a resident of Canyon Road near Provo Canyon and I am writing in opposition to the development of the Vesper Ampitheater and complex. The proposal to take 100 acres at the mouth of a State Memorial and carve it out for entertainment, shopping, and a hotel is completely at odds with the natural beauty of this area and the value that it provides to people throughout Utah County and beyond.

The increasing population in the Riverbottoms and along Canyon Road is another reason why this kind of development is completely out of place. We have an increasingly dense population, one that would be widely affected by the noise and traffic involved in a venue that would be hosting 20,000 people per event. We already see the impact of that kind of attraction when it's game day at the BYU football stadium. It ties up traffic and makes roads almost unusable for hours. No one in Provo needs this in their backyard, especially a backyard that is so extraordinarily beautiful, scenic, and an important resource for our community. The mouth of the canyon is very narrow and people commute to and from Heber already quite a bit keeping the Provo Canyon Highway and the roads that lead to it already very full.

Thank for considering the needs of the people of Provo for development that is proportional to the location, population, and natural resources around it.

Best wishes,

Jennifer Lane

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**David Fullwod – June 7**

Dear Provo Planning Committee,

As HOA President for the Springdell Community, I express my strongest objections for the rezoning of the gravel pit and surrounding city land to enable commercialization of our beautiful canyon by Vesper or any other entity. For decades our community has lived within strict zoning requirements to restrict development of new homes and safeguard the beauty and peace of the canyon that allows Provo residents to quickly escape what has rapidly become an overcrowded and congested metropolis.

While the gravel pit is not the ideal neighbor, it does not detract significantly from the feel of the canyon, and does not contribute heavily to the traffic. Allowing Provo's retail space to creep up the canyon is emphatically the wrong decision. Thank goodness the proposal to commercialize Bridal Veil Falls was refused, despite arguments by the developer that mirror those currently being used by Vesper.

While there should be no need for further reasons to prevent such a proposal, there are various subsidiary reasons why the proposal is a terrible idea.

Traffic regularly backs up beyond the gravel pit with commuters from Heber, and pleasure seekers accessing deer creek reservoir, or the alpine loop. Even if the intersection with 800N were improved, the congestion on 800N and University Avenue would become a further choke point. Traffic is already terrible during rush hours in the morning and evening. And there are many dangerous intersections down the canyon already, including Kyhv Peak Rd and Vivian, with many accidents and fatalities each year. Adding more traffic and intersections would be unfathomable.

Other issues include air pollution from vehicle and building exhausts, noise and light pollution, destruction of animal habitats, temperature rises due to more pavement and buildings, potential conflict with the local gun club, and yet more water usage. We plead with you to preserve our canyon and wilderness areas. They are essential for giving Provo balance and preserving its charm.

Sincerely,

David Fullwood

President, Springdell HOA

Provo Canyon

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## **Staci O – June 7**

I saw the Provo Walmart is back on the agenda. I was so happy to hear Walmart was coming to the south end after Tax Hawk went in (which none of us in the area wanted), we wanted a grocery store there. So much high density housing has gone in between the cemetery and the Springville border on State St as well as the Buckley Draw development. Allen's wasn't great, but we could get produce. Both the 300 S and Speingville went out. Dollar General doesn't sell

fresh produce. South End Market, Mercado Cinco de Mayo, Tatget, and Creamery on 9th are so expensive. We need a place on the southern end. I know the west wants one and are mad because they are equidistance to 2 Walmarts. For us on the south end, none of the major grocery stores are close. The Walmart Neighborhood Market isn't convenient, and they don't except all returns nor do they have a full Walmart availability of products. I heard the new Mayor doesn't want the Walmart, but the people who love on this end do wTarget, I really hope this Walmart gets approved.

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**John Bingham – June 8**

Dear Provo City Planning Commission:

I am writing regarding the proposed Vesper Amphitheater applications: PLGPA20260220, PLRZ20260221, and PLCP20260222. I appreciate the opportunity to comment, and I recognize that the existing gravel-pit condition at the mouth of Provo Canyon is not ideal. I am not opposed to responsible reclamation of disturbed land, improved public access, or thoughtful trail connections. However, I do not support the proposed General Plan amendment, rezoning, and concept plan in their current form.

My concern is not simply with the idea of an amphitheater. My concern is with the scale, location, zoning implications, and sequencing of the public decision. A 20,000-seat outdoor venue, an 8,000-seat indoor/winter configuration, hotel facilities, restaurants, shops, parking structures, and related commercial uses would represent a major intensification of use at one of the most sensitive and constrained locations in Provo: the mouth of Provo Canyon. This is not a routine redevelopment parcel. It is a gateway to a canyon that serves as a transportation corridor, recreation corridor, wildlife area, river corridor, and defining natural feature for Provo and Utah Valley.

For that reason, I respectfully urge the Planning Commission and City Council not to approve the requested rezoning and General Plan amendment at this stage.

The central issue is sequencing. The city and the public should not be asked to approve broad commercial zoning before the full impacts of the project are independently studied, publicly disclosed, and meaningfully evaluated. Once land is rezoned to SC3, the public has already conferred substantial land-use value and political momentum on the project. It would be difficult, as a practical matter, to return to a neutral decision posture after that entitlement is granted. The studies should precede the entitlement, not follow it.

Before any rezoning or General Plan amendment is approved, I believe the city should require and publish independent analyses of at least the following issues:

Traffic and evacuation. The proposed venue could place thousands of vehicles into a narrow canyon corridor before and after events. The city should require a rigorous traffic analysis, coordinated with UDOT and neighboring jurisdictions, that evaluates ingress, egress, downstream intersection failure, emergency access, evacuation time, pedestrian and bicycle

conflicts, transit feasibility, rideshare staging, winter conditions, and event overlap with canyon recreation traffic.

Public safety and emergency response. A high-capacity venue at the canyon mouth creates serious questions about fire response, ambulance access, police staffing, crowd movement, and emergency evacuation. The city should not rely on general assurances. It should require a detailed public-safety plan and an estimate of recurring public costs.

Geotechnical and hydrologic risk. The site includes steep slopes and a history of disturbance. Before rezoning, the city should require a geotechnical and hydrologic analysis addressing slope stability, rockfall, landslide risk, stormwater, groundwater, freeze-thaw conditions, seismic considerations, underground parking feasibility, and effects on the Provo River corridor.

Wildlife and environmental impact. The canyon is not merely a scenic backdrop. It is part of a larger ecological system. The city should require formal wildlife and habitat analysis, including review by appropriate state wildlife officials, before approving a commercial zone change. The analysis should address migration, breeding, nocturnal behavior, light pollution, sound propagation, vehicle-wildlife collisions, and cumulative impacts.

Noise and lighting. Sound and light behave differently in canyon environments than in ordinary urban sites. The city should require enforceable standards for decibel levels, hours of operation, sound directionality, lighting design, dark-sky compliance, monitoring, penalties, and event curfews before any approval is granted.

Water, wastewater, utilities, and infrastructure costs. The public should know what infrastructure is required, who will pay for it, who will maintain it, and whether Provo taxpayers will assume direct or indirect costs for a private entertainment and hospitality development.

Public land and long-term land control. The proposal appears to involve more than the privately owned gravel-pit parcel. If city-owned land, public-facility land, open-space land, shooting-range land, easements, or land exchanges are involved, those details should be disclosed before any land-use approval. The public should know exactly which parcels are affected, who owns them, what will be sold or exchanged, what restrictions will be attached, and what happens if the amphitheater is not built.

I am also concerned about the breadth of the proposed SC3 zoning. If the stated public benefit is reclamation, conservation, and a specific amphitheater concept, then the city should not grant broad commercial zoning that could later support materially different development. Any approval, if considered at all, should be narrowly conditioned on the specific project represented to the public. It should not become a general commercial entitlement at the mouth of Provo Canyon.

If the city proceeds despite these concerns, I respectfully ask that any approval include binding, enforceable conditions, including:

1. Reversion of zoning if the amphitheater project proves infeasible, is abandoned, is materially altered, or is not constructed within a defined time period.

2. Prohibition on unrelated commercial development if the amphitheater does not proceed.

3. Preservation of existing OSPR land wherever possible, rather than rezoning land to commercial status only to later place some portion of it in a conservation easement.

4. Binding limits on maximum attendance, event frequency, event hours, sound levels, lighting levels, parking capacity, and commercial uses.

5. Public release and review of all traffic, environmental, geotechnical, hydrologic, sound, lighting, public-safety, utility, and fiscal-impact studies before final approval.

6. Clear allocation of all infrastructure, policing, fire, emergency, traffic-control, maintenance, snow-removal, and utility costs to the project rather than to Provo taxpayers, unless explicitly approved through a transparent public process.

7. Conservation easements or equivalent legal protections that are recorded, enforceable, and not dependent on future discretionary promises.

8. Independent monitoring and enforcement mechanisms, not merely developer assurances.

The mouth of Provo Canyon is a public-interest location, even where portions of the land are privately owned. The canyon's recreational, ecological, transportation, and scenic value extends far beyond the boundaries of the project site. Because the consequences of this decision could last for generations, the burden of proof should be high.

I therefore respectfully ask the Planning Commission to recommend denial of the proposed General Plan amendment and rezoning at this time. I also ask the City Council not to approve any legislative land-use change until the necessary studies have been completed, reviewed publicly, and incorporated into enforceable conditions.

A better process would begin with full disclosure of the land ownership and transfer structure, independent technical studies, clear public-cost accounting, and a narrower land-use proposal tied to specific, enforceable commitments. Reclamation of the gravel pit may be desirable, but broad commercial rezoning at the mouth of Provo Canyon is not justified without that level of analysis.

Thank you for your service to Provo and for considering this comment.

Respectfully,

John Bingham

Provo City resident of 21 years

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## **Hannah Bonner – June 8**

Hi Provo City Planning Commission,

My name is Hannah Bonner and I live in the Riverbottoms neighborhood. I attended last Monday's informational neighborhood meeting about the proposed Vesper Amphitheatre, and I appreciated the city's effort to provide residents with an opportunity to learn more and ask questions.

After further thought and research, I am reaching out to urge you not to support the requested zone change or general plan amendment, and to decline the concept plan for this proposal. I appreciate your consideration of the following concerns.

The size and footprint of the proposed project are staggering. A 101-acre, 20,000 seat amphitheatre and commercial development is not, in my view, an appropriate scale for Provo Canyon. While mitigation efforts may reduce some impacts, they cannot eliminate the traffic, noise, light pollution, and broader change in character that a venue of this size would bring to the canyon. Further studies are not necessary to recognize that fact.

I am especially concerned about the request to change land currently zoned as Open Space, Preservation, and Recreation Zone land into commercial zoning. This designation exists to protect public lands for outdoor recreation, education, scenic enjoyment, and visual enjoyment. Opening this land to commercial development would set a troubling precedent.

The inclusion of shops, dining, and hotel amenities alongside the amphitheatre is also deeply concerning. In my opinion, that aspect of the proposal runs even more counter to the vision many residents have for Provo Canyon as an open-space and outdoor-recreation area than the existing gravel pit does.

I believe many Provo residents would be open to a much smaller, amphitheatre-only proposal limited to the existing gravel pit acreage. In conversations with neighbors, I have heard a strong preference for keeping the gravel pit over accepting the much larger commercial development currently being proposed.

If you would like to hear more from residents on this issue, I would be happy to help facilitate a listening meeting with neighbors who are interested in sharing their perspectives.

Thank you for your engagement on this issue and for your representation.

Sincerely,

Hannah Bonner

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## **Christian Olivetti – June 8**

Hello Provo Council & Planning Commission,

I am writing to express my concerns regarding the proposed Vesper Amphitheater project in Provo Canyon.

This is not a question of whether Utah should have live music, entertainment, or economic development. The question is whether one of the Wasatch Front's most valuable natural recreation corridors is the appropriate location for a large-scale entertainment venue and the development that may follow.

Provo Canyon is one of the few remaining places where residents can quickly escape the noise, traffic, and pace of urban life. Families come here to picnic, fish, hike, bike, camp, climb, and spend time together in nature. It is a place where people reconnect with each other, find peace, and enjoy a landscape that has remained largely undeveloped despite the rapid growth surrounding it.

Its value comes from what it is today, not from what it could become.

Before approving a project of this magnitude, the community should carefully consider whether the benefits outweigh the permanent changes that would be required to transform a natural canyon environment into a major entertainment destination.

Utah already has numerous venues capable of hosting large concerts and events:

- LaVell Edwards Stadium (Provo) – Capacity: 62,073 – Approx. 25-35 acres
- Marriott Center (Provo) - Capacity: ~19,000 - Approx. 3 acres
- Rice-Eccles Stadium (Salt Lake City) – Capacity: 51,444 – Approx. 20-30 acres
- America First Field (Sandy) – Capacity: 20,213+ – 23 acres
- Delta Center (Salt Lake City) – Capacity: Approximately 20,000 for concerts – Approx. 10 acres
- Utah First Credit Union Amphitheatre (West Valley City) – Capacity: 20,000 – Approx. 60 acres

These facilities already exist in locations specifically designed to support large crowds, parking demand, traffic management, emergency access, lighting, and noise associated with major events. Provo Canyon serves a fundamentally different purpose.

Unlike urban entertainment districts, the canyon provides a public resource that cannot be recreated elsewhere. If another concert venue is needed, it can be built in many locations throughout the valley. Provo Canyon, however, exists in only one place.

For this reason, residents deserve clear and transparent answers to several important questions:

- What demonstrated need exists for another venue of this size?
- How frequently are existing venues operating at or near capacity?
- Why are current facilities insufficient to meet projected demand?

- If existing venues can accommodate 20,000 to 60,000 attendees on significantly smaller and already-developed sites, why is it necessary to transform a natural canyon environment into another large entertainment destination?

- How much land will be permanently altered through grading, excavation, roads, parking lots, utilities, and supporting infrastructure?

- What wildfire risk assessments have been conducted for the project, and how will large events, increased vehicle traffic, electrical infrastructure, and human activity affect wildfire ignition risks in a canyon environment that is already vulnerable to fire? Studies throughout the western United States have shown that human activity is responsible for the vast majority of wildfire ignitions. How have these risks been incorporated into emergency response planning, evacuation procedures, and long-term mitigation strategies?

- What impacts will increased traffic have on canyon visitors, public safety, emergency response, and recreational access during peak seasons?

- How will noise, lighting, and event traffic affect residents, recreation users, and the natural character of the canyon? Numerous studies have found that chronic noise and artificial nighttime lighting can disrupt wildlife behavior, migration patterns, feeding, breeding, and habitat use. Research published by the National Park Service and peer-reviewed ecological studies has documented that noise pollution can alter bird communication, reduce wildlife occupancy in otherwise suitable habitat, and increase stress responses in animals. Artificial lighting has similarly been shown to affect nocturnal species, insects, birds, and other wildlife that depend on natural light cycles. What analysis has been conducted regarding impacts to the Provo River ecosystem, local fish populations, and the recreational fishing experience? Will anglers, hikers, campers, cyclists, and other canyon users still be able to enjoy the quiet natural environment that makes Provo Canyon unique, or will frequent large-scale events fundamentally alter that experience?

- What studies have been conducted regarding habitat fragmentation, wildlife displacement, water quality, erosion, and long-term environmental impacts?

- How will a development of this scale address the urban heat island effect created by large parking lots, roads, buildings, and other paved surfaces? On hot summer days, expansive paved areas can become significantly hotter than surrounding natural landscapes, increasing temperatures for visitors, nearby recreation areas, and local wildlife. What mitigation measures, such as shade trees, landscape buffers, reflective materials, permeable surfaces, or other cooling strategies, are being considered to offset these impacts?

- What future development pressures will accompany the venue? Will supporting infrastructure eventually lead to additional commercial, retail, lodging, or residential development in areas that are currently undeveloped? Public statements surrounding the project have led some residents to question whether the venue is intended to serve as an anchor for broader development that could include luxury accommodations, villas, shopping areas, or other commercial uses. Residents deserve a clear understanding of the long-term vision for the area before irreversible changes are made.

- How will average Provo families benefit from sacrificing a portion of the canyon that is currently available to everyone for recreation, solitude, and enjoyment of nature?

Many residents are concerned that projects of this scale rarely remain isolated. Large entertainment venues often become catalysts for additional infrastructure and development. Roads, parking lots, retail centers, lodging, and residential projects frequently follow. The public deserves to understand the full long-term vision before any irreversible decisions are made.

This proposal also raises important questions about who benefits from the transformation of public natural spaces.

Provo Canyon currently belongs to everyone. Families of all income levels can access it for little or no cost. People come to walk, fish, picnic, ride bicycles, hike trails, enjoy scenic views, and spend time outdoors. These experiences are available every day and are not dependent on purchasing tickets or attending events.

How will this project improve access to nature for ordinary residents?

How will it preserve the experiences that make Provo Canyon special today?

How will future generations benefit if portions of the canyon are converted from natural open space into a large commercial entertainment destination?

The decision before the city is not simply whether to approve a venue. The decision is whether a unique natural resource should be transformed to accommodate a use that can already be accommodated elsewhere.

A concert venue can be built in many places.

Provo Canyon exists in only one.

Thank you for your consideration.

Christian Olivetti

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## Jayden Milne – June 9

I am writing to express my deep opposition about the proposed strip mall and condos in Provo Canyon. I am more open to the amphitheater - if done tastefully, and with a less enormous parking lot, since events are spaced apart or would only be on weekends it would have in aggregate a low impact on the canyon.

But looking at the proposed site map on the developer's website, and going by how the land is actually going to be used, I think this is actually an attempt to build a strip mall and condos being sold to the public as an amphitheater project. I strongly oppose any commercial use other than for the ampitheater itself.

Provo Canyon is a sanctuary and refuge from the hustle and bustle of the cramped Utah Valley. I am up that canyon every week biking, hiking, or enjoying nature. I think putting in a strip mall is highly inappropriate and violates the sanctity of this special place. If they need to have a limited license to sell T-Shirts or food during events, fine, but putting a strip mall and condos in desecrates a special place.

I also think that the highway is dangerous enough, and if they want to put in this development there should be limited to no on-site parking. If it is for events as the developer claims, it seems reasonable that there would be some sort of shuttle up the canyon instead of building a giant eyesore of a parking lot in the prettiest parts of Provo.

If they do insist on having a large parking lot, the developer should be required to plant enough trees (like most of the parks up the canyon) so that the entire thing is eventually in shade and to hide the sea of pavement.

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## Cardell Jacobson – June 9

I write in opposition to the proposed use.

Have the planners of the new Vesper amphitheater never driven Provo Canyon and highway 189 thru the canyon? I have! And the news is not good. I have seen the canyon backed three miles or more from the mouth of the canyon on fall days. I have seen accidents because it gets so congested.

And who will bear the highway costs of the new venue? An overpass at the mouth of the canyon to accommodate traffic wanting to go to Provo? Extra lanes to go to Orem where the traffic is sometimes backed up from the canyon to the I-15 freeway? Will UDOT widen 8th north even more in Orem? They are already widening 1600 north to accommodate more traffic there. Will the Vesper developers pay any of these improvement costs?

Lights will need to be installed at intersections in the canyon to allow access from housing in the canyon. That will slow travel through the canyon and more accidents will occur.

Rumors are often false or overestimate events. But we are hearing runors that the cost to bring sufficient culinary water to the proposed site will run $100 million alone. Who will bear that cost? Will the Vesper folks provide that? I think not. What about the sewage treatment? Has anyone estimated that cost?

Oh what folly lies ahead if this Vesper development is allowed to go forward! Please vote NO! There are just too many problems with the proposed use of that site.

Cardell Jacobson

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## Jerri Nielson – June 9

While unable to attend the public meeting on the Osmond venue in Provo Canyon we did watch it on Zoom. We wish to express our deep disappointment in these plans.

We've lived in Springdell for 56 years. Here we raised our family while enjoying the natural canyon surroundings. We've loved seeing the wild animals and birds as well as the mountain beauty. This winter we watched bald eagles in the trees across the highway. We've seen Ospreys there as well. Wild ducks land in the pond. Moose visit frequently and wild turkeys roam the hills and strut through our little community.

Our children loved growing up here and enjoy visits back home. They spent many hours hiking and playing in the hills.

What was a quiet two-laned road in 1970 has become a very busy highway-often with traffic backed up two or three miles in the evenings as people are leaving the canyon. We try to time our comings and goings when it's less busy but that's not always possible.

We strongly feel that the venue is way over the top for Provo Canyon and hope the plans will be rejected.

Thank you, Keith and Jerri Nielson

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## **Kristina Karalic – June 9**

Dear Members of the Planning Commission,

I am writing regarding the proposed Vesper Amphitheater at the mouth of Provo Canyon (6622 US-189). I have lived in Utah Valley for eight years. When I first moved here, I lived in close proximity to the canyon and spent days exploring it. Provo Canyon is where I fell in love with this place. Today I bring my children there to hike and to experience what makes this area special. My husband regularly uses the gun range near the proposed site. This canyon is part of our family's daily life, not an abstraction.

I support restoring the gravel pit. That land should be healed. However, what is being requested goes far beyond gravel pit restoration, and the public deserves to understand the actual scope.

The rezoning application covers approximately 74 acres of city-owned land currently zoned as Open Space, Preservation and Recreation (OSPR), Public Facilities (PF), and Agricultural (A1.5). The developers are requesting a rezone to SC3, Regional Shopping Center Zone, as defined in Provo City Code Chapter 14.20. The project boundary map shows this rezone extending well beyond the disturbed gravel pit into intact forested canyon hillside. Reclassifying public forest and open space as a Regional Shopping Center is not restoration.

The city's own Development Services Director, Bill Peperone, stated at the June 2 neighborhood meeting that 95% of the commercial uses permitted under SC3 are uses the city would not want at this location. A development agreement may limit uses today, but development agreements can be amended. The zone classification itself is what grants the legal rights, and it outlasts any agreement.

I have two primary concerns:

First, traffic and emergency access. US-189 already experiences daily mile-long backups heading west at the 800 North interchange, documented by residents on June 3, 2026, on a normal Tuesday afternoon. There is one road in and out of Provo Canyon. During a 20,000-person event, how will emergency vehicles reach canyon residents, hikers, families, and recreationists? What is the evacuation plan if a wildfire ignites during a sold-out event? These are not hypothetical risks in a fire-prone canyon corridor. No independent traffic or evacuation study has been completed.

Second, the transfer of public land. The developers own only 24 to 26 of the approximately 110 acres involved. They are asking Provo City to hand over public forest and open space land for private commercial use. Has an independent appraisal been conducted? What are taxpayers giving up, and what are they getting in return?

The developer's own spokesperson acknowledged on June 2 that studies on traffic, emergency access, parking, sound, lighting, water, wildlife, geology, drainage, and architecture remain incomplete. I respectfully ask: why would the city rezone public land to SC3 before this work is done?

Communities across the country have restored quarries and gravel pits into public parks and conservation land without large-scale commercial development. Three Oaks Recreation Area in Crystal Lake, Illinois restored a 450-acre gravel quarry into a public recreation area for $14.37 million. Shalersville, Ohio permanently conserved 550 acres of former gravel mine with $2.9 million in state and federal grants. Provo Canyon deserves the same consideration.

I request that the Planning Commission recommend denial of the zone change and General Plan amendment until independent, publicly reviewed studies are completed on traffic, emergency access, evacuation, noise, lighting, water quality, wildlife, and taxpayer costs. The burden of proof belongs on the project, not on residents asking reasonable questions about a permanent change to one of Utah Valley's most important natural corridors.

Thank you for your service and for receiving my comment.

Respectfully,

Kristina Karalic

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## **Edin Karalic – June 9**

Dear Members of the Planning Commission,

I am writing regarding the proposed Vesper Amphitheater at the mouth of Provo Canyon (6622 US-189). I have lived in Utah Valley for 8 years. I regularly use the gun range near the proposed site and my family hikes and recreates in Provo Canyon frequently. We have young children and this canyon is where we take them to be outdoors.

I support restoring the gravel pit. I do not support rezoning 74 acres of public land from Open Space, Public Facilities, and Agricultural to SC3, Regional Shopping Center Zone, without independent studies.

The gun range near this site serves the community and could be directly affected by this development. Beyond that, I am concerned about two things.

First, safety. There is one road in and out of Provo Canyon. It already backs up a mile daily. During a 20,000-person event, how do emergency vehicles get through? If a wildfire starts during a sold-out show, how do 20,000 people evacuate on the same road fire crews need to enter? The developer has admitted these studies are not done.

Second, the scope of what is being asked. The city's own Development Services Director said 95% of the commercial uses SC3 allows are uses the city would not want at this location. If that is true, why is SC3 the zone being requested?

I ask the Planning Commission to recommend denial until independent traffic, emergency access, and environmental studies are completed and publicly reviewed.

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## Lori Buss – June 9

Council members,

As a long-time resident of Provo Canyon, I am adamantly opposed to the proposed rezoning to accommodate the Vesper Amphitheater development.

While the project promises commercial and recreational benefits, those potential gains must be carefully weighed against the very real risks to Provo Canyon’s environment, character, and quality of life. The canyon’s unique ecology, geology, and identity could be permanently affected by increased traffic congestion, infrastructure demands, environmental impacts, and light and noise pollution. The studies that Vesper and Mayor Judkins have committed to conducting may ultimately confirm these concerns.

Anyone who regularly travels through Provo Canyon already knows that the transportation infrastructure is stretched to its limits. On many weekends, traffic backs up from 800 North to Canyon Glen Park, creating long delays on the canyon’s narrow roads. Adding thousands of additional vehicles for concerts and large events would likely turn an already strained situation into chronic gridlock. Beyond the inconvenience, increased vehicle traffic would result in higher levels of air pollution, negatively affecting both residents and visitors while also degrading habitat and threatening the health of the wildlife that depend on this canyon ecosystem.

I agree that the existing gravel mine is not an ideal long-term use for this area. However, replacing one incompatible use with another is not the answer. We should be exploring solutions that preserve and enhance the natural character of Provo Canyon rather than further commercializing it.

Conserve Utah Valley has urged the Provo City Planning Commission and City Council to protect this shared natural resource. Both Mr. Bayles and Mayor Judkins have stated that any rezoning approval would include provisions requiring the property to revert to its current zoning if the amphitheater project is ultimately found to be unfeasible. That commitment is important, but additional protections are needed.

It also makes little sense to remove land from Open Space, Preservation, and Recreation (OSPR) zoning and convert it to commercial zoning if portions of the property may later be protected through a conservation easement. Even if the final footprint of the amphitheater has not yet been determined, significant portions of the property could and should remain in OSPR status.

Provo Canyon is a special place that deserves thoughtful stewardship. Once open space is lost, it is rarely recovered. Any decision on rezoning should prioritize protecting the canyon's natural heritage, scenic beauty, and livability for future generations rather than introducing a development that could fundamentally and permanently alter the character of the canyon.

I am asking you to deny the change of zoning in the Provo Canyon area to accommodate the amphitheater.

Sincerely,

Lori Buss

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## Jennifer Lund – June 9

Please do not change our zoning in the canyon to become a commercial area!

I live in the community of Springdell at the mouth of the canyon just past Kyhv (Squaw) Peak Road. We and our six kids have enjoyed our historic home here for the past 13 years. Our neighborhood is quiet, peaceful, and beautiful. We are just one of many residents in the canyon whose lives would be negatively affected by a zoning change and a giant entertainment venue built just after the bottleneck of the canyon's mouth.

Our entire community in Springdell and our many neighbors in the canyon and on Canyon Road are extremely worried about the negative effects of building such a large structure where the current gravel pit is. An amphitheater in that location would severely impact our quality of life.

One of the main reasons we moved to the canyon and why people retreat to the canyon for recreation and enjoyment is because it is nearby, but outside of the city. It is peaceful, quiet, dark at night, and is a beautiful mountain retreat… as long as the city stays in the city, and the canyon stays a quiet, beautiful canyon. We really want to keep the traffic, noise, and light pollution out of the canyon. We already have such a severe drought that our springs might not be enough to support our small community here. Building large structures would endanger that even more. The traffic nightmare would not be solved by the current proposals and is already a problem without adding tens of thousands of cars to the bottleneck of the mouth of the canyon.

An amphitheater would deteriorate everyone's experience in Provo Canyon. For those who live full-time in the canyon, and for those who visit the canyon to recreate and vacation, and who drive through the canyon to reach Heber, Park City and beyond, this amphitheater will destroy our experience.

Our community was established in Springdell just inside the mouth of Provo Canyon in 1904. Families from Provo built, tense on platforms to start with and Later, homes or cabins where they could enjoy the mountains in the canyon away from city life. Our home was the first one built here in 1906. This was the place of retreat for families from Provo to enjoy the mountains and the coolness of the canyon and the fresh air without the busyness, noise, lights, and commotion of a city. We have many historic homes who have been here since Springdell's inception. The quality of our community would be degraded severely by this amphitheater and the proposed trails and increased in traffic and people here not to enjoy the canyon but to participate in a loud concert or show. That is the opposite of what the canyon is all about. The canyon is to enjoy nature and beauty and peace and solitude. Building the amphitheater needs to be stopped

Please, please, please, do not allow the zoning to change. Please let me know if there is someone else we should be contacting so our voices can be heard from the canyon. This would be such a blow to every resident in the canyon and nearby the canyon. It would only benefit the investors. Please encourage them to make their money elsewhere and not ruin our peaceful canyon.

Sincerely,

Jon and Jennifer Lund

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## Tom Buss – June 10

Council Members,

I am a long-time resident of Provo Canyon, and I respectfully urge you to reject the proposed rezoning request for the Vesper Amphitheater project.

I understand the desire to improve the current use of the property and create new opportunities for recreation and economic activity. However, I believe this proposal asks the community to accept significant and potentially irreversible impacts to one of the most unique and treasured areas in our region.

Provo Canyon is far more than a potential venue site. It is a scenic gateway, a recreational destination, a wildlife corridor, and home to residents who value its natural beauty and peaceful character. The canyon's appeal comes from its open space, dark skies, and relatively undeveloped landscape. Rezoning land currently designated for preservation and recreation purposes would move us in the opposite direction.

One of my greatest concerns is traffic. Anyone who regularly drives through Provo Canyon knows the existing transportation system is already struggling to handle current demand. During many weekends and peak recreation periods, traffic routinely backs up from 800 North all the way to Canyon Glen Park, creating long delays and frustrating congestion. Introducing thousands of additional vehicles for concerts and special events would place even greater strain on roads that have limited capacity and few alternatives. This raises concerns not only about convenience, but also about emergency access, public safety, air quality, and the overall visitor experience.

I appreciate that studies have been proposed to evaluate transportation, environmental impacts, and project feasibility. However, those studies should be completed before any zoning changes are approved, not afterward. Once land is rezoned, the pressure to move a project forward often increases, regardless of what subsequent studies reveal.

While I agree that the existing gravel mining operation is not necessarily the best long-term use for this property, replacing it with a large-scale commercial entertainment venue is not the only option. We should be looking for solutions that better align with the canyon's natural setting and preserve its unique character for future generations.

I am also concerned about removing land from Open Space, Preservation, and Recreation zoning before it is clear how much of the property may ultimately remain undeveloped or be protected through conservation measures. If portions of the property are worthy of long-term preservation, they should remain protected rather than being converted to commercial zoning.

Provo Canyon is one of Utah Valley's most valuable natural assets. Decisions affecting its future should be made with caution and with an emphasis on conservation, stewardship, and the long-term interests of residents and visitors alike. Once open space is developed, it is rarely restored to its original condition.

For these reasons, I respectfully ask that you deny the proposed rezoning request for the Provo Canyon amphitheater project.

Sincerely,

Tom Buss

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## **Jean Marchall – June 10**

I am concerned about such a big footprint at the mouth of the canyon, the traffic, parking, the pollution as well as whether it benefits our community since "big name" acts mean big ticket prices, far beyond what local people would be willing or able to pay.

I truly miss the early days of Sundance Summer Theater when it was run by locals very expertly and we saw cast members in different roles from year to year. But I am not saying that should be content of this proposed theater. I just don't want a commercial venture with the ecological and geographic footprint at the mouth of or in the canyon.

## Lauren Zanatta – June 10

Dear planning committee,

Thank you for all you do to help our city! I am very concerned about the noise, traffic and light pollution of the proposed amphitheater. It's already a mess to get in and out of the canyon in the fall, during the summer and on the weekends.

For this to work I believed the size and scope and, frequency and traffic patterns will be need to be changed he'd substantially.

Thank you,

Lauren Zanatta

## Linda Tyler – June 10

As a resident of Provo Canyon, I strongly oppose the vespers project. It would limit our access in and out of our home.

Linda Tyler

## Cynthia Scott – June 11

The question is not whether the gravel pit should be restored. The question is whether the proposed Vesper Amphitheater project will adversely affect the important ecosystems unique to the bottom of Provo Canyon as a transition point from the canyon to the valley and other canyons and benches. We might question the validity of it being a "restoration project".

The presence of an amphitheater will amplify noise, lighting, traffic, dust and runoff. It will increase the disturbance of wildlife movement, produce light that will confuse nocturnal birds and animals, and the effects of dust and dirt will create murkiness in the river making it harder for aquatic plants to flourish and harder for delicate fish eggs to be hatched and thrive.

Canyons act like funnels and pinch points. Ecological impacts are not measured only by how many acres they are built on. They are measured by how wildlife, water, and natural systems respond to construction, heat, noise and increased traffic . The proposed Vesper Amphitheater would introduce thousands of visitors, heavy traffic, lighting, and amplified sound to the entrance of Provo Canyon, not to mention intensify traffic to an already clogged road.

Ecologists know that habitat loss extends beyond the land directly developed. The boundary between developed and natural land creates "edge effects"—changes in noise, light, temperature, human presence, and predator behavior that can degrade habitat adjacent natural areas. A large venue does not just affect the site itself; it changes the ecological conditions of

the surrounding landscape. Once these ecological functions are lost, they are extremely difficult to restore.

Many years ago I conducted surveys for the US Fish and Wildlife Service for proposed construction sites and am familiar with how vulnerable and irreversible construction can affect sensitive areas such as the entrance of Provo Canyon, even with a mitigation measures. I'm asking the public and the council to consider many questions specific to environmental impacts. I will be sending an email to the council today to ask these questions. If anyone is interested, I can edit this post to include them.

## Jason White – June 11

Sorry if the swearing bothers you, but this is the one time I think I will invoke some NIMBY-ism. Simply NO on this Vesper thing (boondoggle for y'all?). You could, at a minimum, acknowledge it's about money and luxury entertainment branding instead of 'restoration'. Don't be like the corrupt folks pushing for the data center with no independent data or public comment/input (which I know is 'the Utah Way', but let's not in this case).

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## Elliott Nelson – June 11

Hello Development Services,

Thank you for reply to my concerns. I have been visiting and studying the site and have a more focused set of questions/concerns around the size/practicality of parking proposed for the site and the lack of furnished details.

The main issue is that 8,000 parking spaces take up too large an area for this site - either with or without a parking garage. Extrapolations from similar sized parking show the parking area could range from 41 to 75 acres. The developers have not yet provided site plans that show how parking would fit on the site, with 8,000 planned parking stalls.

Vesper developers are planning a mix of parking – a multi-level parking garage plus surface parking. A more precise site map of the parking would be helpful to demonstrate how it would work in practice for a capacity event. Current renderings do not clearly show how 8,000 spaces would be allocated over the site and how cars would enter and leave the site.

I believe more details are needed to show how parking and traffic will work before the City of Provo grants any permits.

Here are several problems with the size of this venue and the required parking.

- 8,000 spaces would occupy at least 41 acres of the 100-acre site, using SLC airport as a model (with a garage). The SLC lots (garage + surface parking) occupy 35 acres with a total of 6,800 spaces - 17.6% smaller than the proposed 8K for Vesper (35 acres x 1.176 = 41 acres).

- Imagine a parking garage the size of SLC's garage on the Vesper site. It would occupy a significant amount of space and be a very visible structure on the site, viewed from the highway as well as from within Vesper

- The developers claim that they would bury a large portion of the Vesper garage to reduce the profile on the site. SLC's garage cost $165 million to build (all above ground). City Creek in Salt Lake City has 5,000 underground spaces and cost $178 million to construct in 2012.

- Entering and leaving a parking structure of this scale will take a long time. It is for this reason that parking garages are not typically used for events. The largest multi-level parking structures in the U.S. primarily serve airports and theme parks, rather than traditional sports and event venues, which typically rely on sprawling, open-air surface lots.

- The financials don't work for such an infrequently used parking garage. Airport and theme park garages are used 365 days a year.

- If Vesper chooses to go to less expensive all-surface parking, standard surface parking for 8,000 stalls would require 70-75 acres (assumes ~110-120 spaces per acre, with two-way driving aisles), or 55-60 acres (assumes smaller spaces and tighter turning radiuses, yielding up to 140 spaces per acre). Will Vesper go for high or low density?

- Either way – with a garage or all-surface – the developers need to show how parking of this scale will fit on the site as it will take more than the above area estimates given the hilly topography of the site.

On top of the parking questions, there is the issue of accessing the site from only 2 entrances/exits, situated between 2 blind curves on a high-speed highway, the only artery between Provo and Heber Valley. The City of Provo should also ask the City of Heber and commuters what they think of the proposed location.

Vesper amphitheater would undoubtedly bring great economic benefit to the city of Provo, but these important questions need to be addressed before the city settles on this site as being the best place for the venue. An alternative would be to build a much smaller venue with parking that better fits the site and doesn't require a parking structure. If developers insist on a 20K person amphitheater, it would be best to locate it elsewhere.

Best regards,

Elliott

Provo

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## **Debra Holbrook – June 12**

Dear Planning Commission and City Council Members,

I am writing to express my strong opposition to the proposed General Plan and Zone Map amendments required for the Vesper Amphitheater project at the mouth of Provo Canyon. While transforming the old gravel pit is a worthy goal, a commercial development of this scale is completely unfeasible for this location.

A 20,000-seat entertainment venue is entirely inappropriate for a sensitive canyon environment for several structural reasons:

- Infrastructure Bottlenecks: Funneling up to 20,000 people onto US-189 and 800 North in Orem will create severe traffic gridlock. In the event of a wildfire or emergency canyon evacuation, this single bottleneck poses a critical public safety hazard.

- Environmental Degradation: The severe noise and light pollution will heavily disrupt local wildlife habitats and ruin the tranquil nature of the Provo River corridor. This area should be restored as low-impact public open space, not commercialized.

- Impact on Local Recreation: The overwhelming volume of visitors will crowd out local residents who rely on the canyon for quiet recreation, fly fishing, trail use, and access to Timpanogos Park.

I urge the Planning Commission to issue a negative recommendation on this zoning change, and I ask the City Council to vote against it. Please protect the natural sanctuary of Provo Canyon. Once it is gone, we will never get it back. There are some things more important than what some consider "progress". There are some things that should be left for everyone to enjoy, not just the rich.

Sincerely,

Debra Holbrook

Lifelong Beneficiary of Provo Canyon's Peaceful Beauty

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## **Debra Holbrook – June 12 (2nd email)**

Dear Provo City Officials,

Please include my voice in the public record opposing the proposed Vesper Amphitheater in Provo Canyon.

A commercial venue built for 20,000 people is simply not feasible or safe for the mouth of the canyon. The infrastructure cannot support this massive influx of vehicles without causing severe gridlock on US-189 and nearby residential corridors. Furthermore, the environmental toll—including light, noise, and traffic pollution—will permanently degrade the Provo River ecosystem and displace local wildlife. Once you destroy this beautiful place, you will never get it back.

I ask that you deny the requested zoning map and general plan amendments. Let us focus on lower-impact restoration efforts for the gravel pit rather than expanding commercial development into our cherished natural spaces.

Thank you for your time and for protecting our community.

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## Tiffany Blake – June 12

Dear Provo City Council and Provo Planning Commission,

As a local resident, I am writing to express my strong opposition to the proposed Zone Map and General Plan Amendment for the Vesper Amphitheater project (Items 5-7 on the June 24 Planning Commission agenda).

While I agree that transitioning the current gravel pit away from industrial mining is a positive goal, the sheer scale of a 20,000-seat venue is entirely incompatible with the ecology, safety, and identity of Provo Canyon. Funneling that volume of people and vehicles into a narrow canyon corridor will cause unprecedented gridlock, strain city infrastructure, and create severe acoustic and light pollution that threatens local wildlife.

I want to state clearly that I fully support Conserve Utah Valley (CUV) in their stance on this project, and I echo every single question and concern they have officially submitted regarding location, infrastructure, and environmental impact. The city must demand answers to these critical inquiries before moving forward.

I am not opposed to smart, canyon-sensitive development, but 20,000 seats is simply too much. If the goal is to build an entertainment venue that is truly "organic to the canyon," we should look to Utah's own highly successful precedent: the Tuacahn Center for the Arts in Ivins.

Tuacahn proves that a venue does not need stadium-sized crowds to be a world-class, economically viable cultural destination. Consider the following points of comparison:

Appropriate Scale: While Tuacahn feels grand against its red-rock backdrop, its outdoor amphitheater actually caps capacity at just 2,500 seats. A sold-out night at Tuacahn is one-eighth the size of the 20,000-person crowd proposed for Provo Canyon.

Proven Environmental Safeguards: Because Tuacahn was built in a sensitive habitat, it required strict, upfront environmental accountability, including wildlife underpasses to protect migration. Provo Canyon—a crucial corridor for local wildlife—deserves an even more rigorous, upfront ecological review before any rezone is granted.

Harmonious Design: Tuacahn's architecture blends into the canyon rather than dominating it, utilizing the natural cliffs as a backdrop rather than blocking the landscape with massive concrete stadium tiers.

A downscaled venue modeled after Tuacahn’s modest footprint would achieve the goals of restoration, trail connectivity, and economic investment without completely overwhelming the natural sanctuary that hundreds of thousands of Utah Valley residents enjoy every year.

I urge the Planning Commission and City Council to reject the current Shopping Center (SC3) rezone request unless the developers commit to a vastly reduced, canyon-appropriate capacity. Furthermore, I ask that any approvals be strictly conditional, requiring full, public-facing traffic and wildlife migration studies before any zoning changes take effect.

Thank you for your time, your service, and your dedication to protecting the natural heritage of Utah Valley

Tiffany Blake

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## **Todd Jepperson – June 12**

Hello,

I believe that many of the points have already been raised, but I'd like to add my voice to my community's cry to halt this project.

My concerns, like many of my fellow community members' concerns, are not based on the Amphitheater itself. It's the location.

For the previously noted reasons (traffic, infrastructure, irrepairable damage to natural resources, light and sound pollution, disruption of wildlife, safety, etc.) this project should not be approved for this location, nor for Utah county.

In addition to these reasons, I'd like to add that the proposed "benefits" won't really benefit the average community member. Instead, an elite class of wealthy developers, business owners, and entertainers will draw a benefit at the expense of the local community. The local residents, even those that occasionally attend the events or shop casually at any retail venues, will constantly be taxed with the burden of supporting this venture. The infrastructure of Utah county is already being stressed to breaking by our own current needs and the needs of the mass of people moving here from out of town.

I'd also like to mention that many of the residents of Heber and the surrounding cities depend on the corridor between Wasatch and Utah county for a big part of their needs, including employment, and this project would effectively close that to them in a way that could not be reasonably mitigated. I personally know families that would lose their livelihoods if this project were to move forward.

The Amphitheater might be a good thing at some point, but only if it is built somewhere else.

Please don't allow this project to move forward. The benefits will be grossly outweighed by the everyday cost to all of us living here.

Thank you.

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## Kevin Twitchell – June 13

Hello,

My name is Kevin, I work and live in Provo and frequently go up Provo Canyon for recreation, to travel, and to simply take in the beautiful views.

If there's one thing that makes Utahns mad, it's threatening our public lands.

To be clear, I'm not opposed to an amphitheater project in general, but I believe Provo Canyon to be the wrong choice. We are already cramped in Provo and have eaten far too much into the beautiful nature around us with other developments.

Provo Canyon is a unique oasis of plant and animal life, and a beautiful corridor and recreation area. We can't afford to disrupt such a key area for the sake of profit. Businesses and legislators in Utah have already put profit over the good of the people and the land - which is why our air quality is often poor, why we're facing water management issues, and why Utahns are stepping up against people like Mike Lee and Spencer Cox.

Please do not proceed with this project. Profit isn't worth destroying something so precious. We've spent too long as a people considering short term profit over future generations. I was so glad to hear the city council reject the recent proposal for a data center in Provo and I hope to see more, similar decisions in the future.

Thank you for your time and consideration,

Kevin

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## Becca Ogden – June 13

Hello my name is Becca Ogden and I live in Provo, UT. I'm writing to express my concern about the Vespers amphitheater project.

My first concern is the use of public lands. From what I've read, the developers will need to acquire public land in order to complete this project. I'm firmly against using public lands for private ventures. Public lands need to be preserved—for our use, and for future generations. Special treatment should not be given to big developers here. Public lands are protected for a reason—we need to stick to our commitments to the land and to future generations.

My next concern is traffic. The scale of this venue is staggering—our canyon can't accommodate that many cars. I worry about the strain of traffic on our local roads, but also on the pollution (both air and noise) brought by a venue of this nature. Hundreds of thousands of

people enjoy Provo Canyon already—just not all at once! We don't need to increase traffic to this beloved outdoor space.

My next concern is how this would change the overall feel of Provo Canyon. Right now, much of it is protected and preserved in public spaces. Me and my kids can go there at any time of year to escape the city, to get out into nature and enjoy a kind of natural respite from our busy lives.

This plan would bring lots of commerce to an area that should be commerce-free. It's a sacred place, and it shouldn't be turned into a moneychanging venue. Provo city has a lot to offer in the areas that are appropriately zoned for commerce—we have a great downtown with lots of beloved commercial spaces. This includes our music venues, our hotels, our restaurants and shops. One of the appeals of Provo is the ability to easily leave the city behind. From most areas, the canyon is a mere 15-20 minute drive away. It's a necessary respite from the world. If this project went forward, that escape would be gone from Provo for good. I'm concerned that this would take away one of the best things about living in this city: the division of city and nature that already exists.

The project also posits itself as this huge restoration effort, but there are other ways to restore this gravel pit that would bring back the natural landscape more efficiently and effectively, without cutting into public lands. I'm concerned that this project would dramatically reshape the way people—both locals and visitors—experience Provo Canyon. It feels like exploiting Provo's natural beauty, rather than protecting it.

I do not support the developer's vision and I hope this area can be restored in less invasive ways, ways that all Provo citizens can agree on.

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## **John Moss – June 13**

Please see attached and take Provo City residents feedback into consideration when weighing the Vesper situation:

Provo City ‘Community Engagement Summary’ - 2023

• Provo engaged Y2 Analytics to administer a city-wide, random sample survey that ran between January 28 and February 12, 2023. Survey invitations were sent via email and mailed postcards. Survey interviews were completed online. Respondents were required to be over the age of 18 and live in Provo.

▪ 1,031 responses received, enough to meet the threshold for statistical validity.

▪ All five Districts were approximately equally represented with between 211-255 responses, except for District 2 with 82 responses.

▪ Age ranges - 18 to 65 years of age

▪ Time lived in Provo –3 to 41 years

Key Findings – Summary

• Of all of Provo's Natural Features, Provo Canyon is the most heavily used and visited

• Nearly all residents (91%) have visited Provo Canyon during the past year and nearly half consider it the feature they visit most often. In addition, Provo Canyon is the feature most considered by respondents to be the busiest and most iconic for visitors to Provo.

• When it comes to Provo's Canyons and Foothills, residents largely want to see the areas preserved as they are, with limited additional development - and are most enthusiastic about improvements to basic amenities.

• Nearly all residents (92%) use Provo City trails at least once a year, many of which use the trails as regularly as a several times a month. The Provo River trail is most heavily visited

Provo City Leaders Responsibility

• This survey was done in 2023 – less than 3 years ago – the same year the 'Provo Hillside and Canyons' plan was adopted by the city – residents from each district participated

• If Provo City residents felt this way 3 years ago – with the additional growth in the Provo/ Orem area and the additional use and traffic in Provo Canyon, these findings have likely just compounded since that time

• When deciding whether or not to move forward with the Vesper amphitheater, Provo City leaders should take this survey into account - as well as the many challenges outlined in the 'Provo Hillside and Canyons' plan – and obviously the massive traffic challenge/ danger

• Provo Canyon is simply not the right location for this massive development complex – we urge you to listen to the residents and vote NO on this project

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## Tim Tincher – June 14

Dear Decision Makers,

I am writing to express my opposition to the proposed Vesper Amphitheater development in Provo Canyon.

Development of this magnitude would fundamentally change the character of Provo Canyon, impact its unique ecosystem, and alter a natural landscape and wildlife habitat into a major commercial destination.

I am particularly concerned about the impacts on wildlife, migration, air quality, traffic congestion, noise, light pollution, and the long-term preservation of Mount Timpanogos and Provo Canyon's unique ecosystem. Provo Canyon is treasured wilderness that should be protected for future generations.

I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon.

Thank you for your time and consideration.

Sincerely,

Tim Tincher

Lehi, UT

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## **Stephen Done – June 14**

Please read the following and decide: is the Vesper Amphitheater proposal really "restoration" and a "need", or is it a thneed?

# A Cautionary Canyon Tale

### *(told in the bouncing spirit of a certain mustachioed warning — but written fresh)*

Down where the Provo runs cold through the stone, where the canyon keeps quiet and leaves you alone, where Timpanogos wears snow like a crown, and the evening slips gentle and easy on down —

one morning I climbed up the cool canyon air, and the beauty! The beauty was just sitting there:

the aspens, the pines, and the ridgelines of gold, and a hush so enormous it never gets told.

The deer moved like dancers through meadow and fern.

A canyon wren sang where the switchbacks all turn.

The river kept time with a ripple and hum, and I thought, *"Oh, what wonderful country I've come*

*—to adore! To be smitten! I LOVE it!"* I cried.

*"I love every aspen and every hillside!* *And I'll prove that I love it — yes, that's what I'll do!* *I know the exact perfect thing to pursue."*

So I unrolled my blueprints. I sent for a crane.

I poured a great parking lot, big as a plain.

With masterful skill and remarkable speed, I bulldozed a stage. (It was something I'd need.)

I hoisted the speakers. I aimed every light straight up at the mountain I loved, through the night.

I printed the tickets. I jammed every lane.

I called it a marvel. I named it — how vain —

**VESPER.** A *gift* to the canyon, I said, while the quiet that lived here for ages lay dead, for a hush can't be heard over ten thousand cars, or a bassline that buries the song of the stars.

The deer? They moved off. And the wren? She withdrew.

The stillness packed up, having nothing to do.

*"But I LOVE it!"* I hollered above the loud crush.

*"I treasure this place!"* I announced to the hush.

And THAT is the danger of loving this way:

you can love a thing flat. You can love it away.

You can pave what you praise, you can drown what you prize, and still call it *"love"* with a tear in your eyes.

So if anyone tells you, all earnest and grand, *"It's BECAUSE the view's gorgeous I'm clearing this land;* *it's BECAUSE that I love it I'm flooding the night"* — go down to the river while still it sounds right.

Go stand by the water. Go breathe the cold pine.

Go listen while listening is still something fine.

For a canyon that's floodlit and ticketed and crammed isn't *loved.* It's just *used* — and then quietly damned.

There's a kinder way, friend, if your love is sincere:

let the canyon stay canyon. Just… **leave it right here.**

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## Tanei Henry – June 14

The lack of development in Provo Canyon is a gift to each individual who enters the canyon. Whether you live in Provo or are visiting for a short time, the absence of billboards, disturbances, and artificial visuals serves our brains and our hearts. In an ever changing society, it is a wonder to be surrounded by geology that is millions of years old. Let us each continue to be students of what Provo Canyon has to offer us just as she is.

My name is Tanei Atagi Henry. In 2016,when my husband and I decided we were going to live in Provo long term, I decided to get to know the nature around us. That decision has changed

everything for the better. I learned to ski at Sundance. I took my daughters on weekly adventures to South Fork Park, Big Springs, or Cascade Springs. They developed their own way of moving among the trees and in and around the rivers. We hiked a bit and stopped to play as they felt compelled. When their brothers were born, they passed their favorite games and rituals on to them. Much of our family culture revolves around these beautiful and easy to access parks. As a young mom then, these parks helped me by providing a place for my kids to be free and to learn about themselves. They crossed the big logs at South Fork, taking on age-appropriate challenges. They played in the water at Big Springs, looked at the bugs, and identified the birds. They learned to care for nature as we packed out our garbage. As they have grown, we have hiked Stewart Falls, Primrose Overlook, and have a plan with my brother and his kids to hike Mt. Timpanogos in the future.

We are still in Provo Canyon a lot, building more and more memories. We started camping at Nunn's Park with our closest friends. We take every visitor into the canyon; Bridal Veil for the short visitors, Big Springs if we have a few hours, Stewart Falls with a quick stop at the Sundance Deli for when we have a full day. And we finally, just last summer, learned how to float Provo River. What a magical time together! I have told my husband for years that "My retirement plan is to start fly fishing on the Provo River." Everytime I see a fly fisherman out there, I am jealous of what they are seeing. Provo Canyon, in its current state, provides for the mental and emotional health of all of us. Whether we recognize it or not. I now live on Canyon Road with the best access to the canyon I could afford. I love it immensely.

All this to say, an amphitheater can go somewhere else, but this nature cannot. An amphitheater is not a necessity in Provo Canyon, so I don't even feel the need to provide solutions for where it might go. I am a regular concert attendee. I am so happy to drive to Delta Center (yay, Brandi Carlile!) for the biggest shows, where they already have traffic and parking sorted. Every summer, for years, I have driven to Utah First Amphitheater for a show or two (I have tickets to Jack Johnson later this year). And the beauty at the Red Butte Garden Summer series is an absolute treat (I scored tickets to two shows there later this summer).

As I am typing this, I am realizing, it is my pleasure and delight to have my love of concerts and my love of nature separate. I did not choose to live near a giant amphitheater for many reasons (traffic, noise, extra garbage). Logistically, Provo is not prepared for the type of amphitheater Vesper has proposed. Where would the traffic go and parking? What about the extra garbage? How would local liquor and marijuana laws be enforced with the crowd an amphitheater brings?

It is inevitable that there would be nights where Timpview football has a game, BYU Football has an event, Vesper Amphitheater has an event and BYU Marriot Center all on the same night. How are we prepared for that...we are not!

The amphitheater proposed by Vesper would inherently change Provo Canyon. It brings to mind Joni Mitchell's lyrics from Big Yellow Taxi, "They paved paradise to put up a parking lot." Let's just don't do it. Vesper can figure out a new project elsewhere.

Please let me know if you have any questions or would like any clarifications. Happy to chat.

Thank you, Tanei Atagi Henry

## Kaylee Bigler – June 15

To Whom It May Concern,

I am writing to express my opposition to the proposed Vesper Amphitheater development in Provo Canyon.

Development of this magnitude would fundamentally change the character of Provo Canyon, impact its unique ecosystem, and alter a natural landscape and wildlife habitat into a major commercial destination.

I am particularly concerned about the impacts on wildlife, migration, air quality, traffic congestion, noise, light pollution, and the long-term preservation of Mount Timpanogos and Provo Canyon's unique ecosystem. Provo Canyon is treasured wilderness that should be protected for future generations.

I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon.

Thank you for your time and consideration.

Sincerely,

Kaylee Bigler

Provo

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## Joshua Peay – June 15

Dear Decision Makers,

I am writing to express my immense opposition to the proposed Vesper Amphitheater development in Provo Canyon.

Development of this magnitude would fundamentally change the character of Provo Canyon, impact its unique ecosystem, and alter a natural landscape and wildlife habitat into a major commercial destination.

As a hunter, hiker, camper, backpacker and avid outdoorsman, I am particularly concerned about the impacts on wildlife, migration, air quality, traffic congestion, noise, light pollution, and the long-term preservation of Mount Timpanogos and Provo Canyon's unique ecosystem. Provo Canyon is treasured wilderness that should be protected for future generations.

I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon. I am tired of individuals thinking they have the right to build something like this on public land such as Provo Canyon. Please, put a stop to this.

Thank you for your time and consideration.

Sincerely,

Joshua Peay

Orem, Utah

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## Clarissa Chipman – June 15

Dear Provo Planning Commission,

I am writing to oppose the Vesper Amphitheater development in Provo Canyon. This is a bad decision for wildlife, for natural areas, and for transit through the canyon.

Highway 189 is already a dangerous road. The additional cars and congestion Vesper Amphitheater would bring will increase the risk of driving up the canyon.

Provo Canyon is an incredible place and an amazing natural area. It's been one of my favorite hiking areas my entire life.

People over profit. Provo citizens deserve better.

Thank you,

Clarissa Chipman

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## Matt Peterson – June 16

Out of curiosity, I decided to see if AI could predict impact of moving 7,000 vehicles into (and out of) Provo Canyon. Here are the prompts I used, and corresponding answers.

Under the current road configuration, we are looking at a minimum of 2 hours disruption of normal traffic on Highway 89 and all 8 major "feeder" streets that I identified in the prompt.

I will be attending the open house tomorrow, and assume I will be able to talk with some of you personally about the time-line involved in getting UDOT traffic engineers assessment of what needs to happen in order to diffuse the likely traffic gridlock that will occur in Provo and Orem on each evening of a Vesper Theater performance. (Attached answer are provided in Tabular format).

Entrance Prompt:

Can you create a model for how long it would take 7,000 vehicles to park in a parking lot located 1 mile up Provo Canyon on Highway 189? Assume that all 7,000 vehicles are coming from Utah Valley and slow down to 40 mph as soon as they exit I-15. In the model, assume that the parking lot has four entrances and is 48 acres flat parking lot. Assume that the 7,000 vehicles

are distributed equally along feeder streets: Orem Center Street, Orem 800 N, Orem 800 S, Provo E University Parkway, Provo West Cougar Blvd, Provo 800 N, Provo East Center St, and exit ramp from I-15 to Provo East Bay Blvd. Assume that when the first cars enter the parking lot, they immediately slow to 5 mph.

Exit Prompt:

Can you do a similar calculation for exiting the parking lot and essentially doing the "reverse trip"? Make the same assumptions regarding number of vehicles, and main East-West Orem City and Provo City Roads. Assume that the 7,000 cars all start their engines at t = 0, and then leave the parking lot at about 5 mph. Assume that the maximum speed exiting the canyon, once out of the parking lot, would be about 40 mph, since speed limits are 35 mph on the East-West roads that feed out of Highway 189.

Food for thought!

(Also, if any of you have more up to date hard data on this, I would love to see it!!!)

Matt A. Peterson

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## Jes Scoville – June 16

Dear Provo City Planning Commission:

I live in Provo, Utah, and I love it.

It’s not a town on most people’s list of must-see places, but, let me explain my raging love for this place.

It has roots in Colorado, where I had a charmed childhood, spending hours after school on my pink and purple Huffy bike endlessly exploring — watching birds and bugs and streams. Heading for a certain copse of trees and pretending I was in Terabithia with my loyal Keeshond. I learned to ride horses, fly over jumps, look forward to the smell of oats mixed with oil. I didn’t have to pretend to be a mountain girl by wearing a lot of Patagonia: I was a girl and I was in the mountains. The mountains raised me.

When I left home to attend college in Provo — my first introduction to the place was the mountains, they jut straight up without any preamble, but their peace had a familiar homecoming. If my studies got overwhelming, I headed for the hills, just like back home. Usually Provo Canyon, but sometimes the back road around Utah Lake to watch the pelicans.

Life rolled on, I married, left the west for Cleveland then Ann Arbor, Michigan, followed by San Antonio and Alexandria, Virginia.

I found little wild refuges in each place, but I missed the mountains with a fierceness that I’m not sure how to describe. It’s that itch in your soul you just can’t reach, where you know something is off, but you can’t fix it, can’t satisfy it.

When I had a chance to move back west, I turned in notice and packed up in two weeks. Could not get here fast enough.

I live close enough to Rock Canyon to head there every morning. The sun slides out from behind the peak, glancing off the top of nearby Mt. Timpanogos. I brush my fingers along the rocks, hear the calls of the world waking. The mountains are prayer, they are divinity made corporeal.

I spent childhood summers up Provo Canyon, college nights and weekends, and now the canyon is the conduit from the mess of life to the peace of wild things, as Wendell Berry writes.

I want to call Provo Canyon one of my heart's arteries, but you might think me dramatic. If anything, it would be understatement.

This is one of my favorite spots near Kamas, Utah. To get here from Provo, your only option is the road through Provo Canyon.

What do I do when a place I love like part of my body, part of my family, part of my ability to stay sane on earth, is threatened?

I don't know! And that's what's happening!

I'm devastated by this Vesper Project and how enthusiastic my local officials are about it.

I'm a huge live music fan, but this is the wrong place for a mega-amphitheater, hotel, and shopping complex. There is only one road in and out of Provo Canyon, and it's miles from a freeway. All I can see from this project is loss. Losing birds, plants, insects to pavement. Losing the sounds of the earth to traffic. Losing access to the Uintahs for the weekend because of the difficulty getting through the canyon.

I'm not calling myself any kind of expert on gravel pits or city planning or amphitheaters, but I am calling myself a person who loves the canyon. This project (which is much more moveable and scalable than a canyon) is not the right thing for the single road from Provo to the wild spaces to the east. Any time I think about it, I get sick to my stomach. I get depressed for me and my kids and all the kids and people in this area who won't be able to get to the mountains when they need to.

I just finished Hank Lentfer's memoir Faith of Cranes this week. I think he wrote it for me. He chronicles his devastation at the devastation of the natural places around him and across the world to his arrival at a kind of equilibrium, realizing that the most important thing he can do is love the places that mean something to him.

Here are my attempts to grope for hope in times like these: where the people we've elected to protect not just the city, but the natural world that interweaves and surrounds it, put profit over any other consideration. (A phenomenon that certainly isn't limited to my beloved canyon.) Many thanks to Hank Lentfer for this inspiration:

- Is the world going to be eclipsed by the gears of the Industrial Revolution that remain hell-bent on processing beauty into a money-making venture?

- What can I do when the wild places around me are threatened by commercial development without regard to environmental impact?

- A lot gets buried underneath the pavement.

- How do we notice and love what's already there before deciding it should be a hotel?

- "I [Hank Lentfer] have been motivated, like so many people, by what Scott Russell Sanders calls the 'bite of conscience.' But what happens when the cries swell beyond our ability to respond? How do we keep from being buried by a swelling sense of failure?"

- Or what happens when the people we elect to steward the earth can no longer hear the bite of conscience?

- Insanity often passes for progress.

- How do you live a life so that joy remains when all else fades?

- "Hope, however feeble its foundation, bespeaks allegiance to every unlikely beauty that remains on earth." — David James Duncan

- "The only spiritually responsible way I know to be a citizen, artist, or activist, is by giving little or no thought to things such as saving the planet, achieving world peace, or stopping neocon greed. Great things seem undoable things. Small things, lovingly done, are always within our reach." — David James Duncan

So, dear Mayor Judkins, the Provo City Planning Commission, the Provo City Council, Vesper Project Planners, here's my question: Are you pushing for the Vesper Amphitheater out of love? Love for this place, for Provo Canyon, for the mountains and the countless living things that call that place home?

- If you feel like this is a project born of love, can you show me what you love?

- I have a feeling that the things you love most about this project are money, money, development, and cash.

- Why do you want your legacy in office to be the development of a natural Provo treasure?

I cannot express how utterly disappointed, heartbroken, and disgusted I will be if this project goes through.

But, I also pledge to continue in the spirit of Hank Lentfer, no matter the outcome on this project and countless projects that will likely threaten this same space in the future, to do small acts with great love.

Who knows where those small seeds of love will plant themselves?

The story of the earth can still be a story of beauty and love, as long as the individuals who still respect wild places continue to show their love for that wild beauty.

Please reconsider the location of this project. It doesn't belong at the mouth of our only canyon.

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## Mitzi Collins – June 16

Often the only citizens that give input are those against a proposed action. I want you to know I am in favor of pursuing the proposed development. Go through the process and see where it takes us as a community.

The gravel pit is not pristine wilderness needing preservation. And the proposed development includes conservation easements that will enhance the canyon and its beauty for citizens who enjoy recreating in Provo Canyon rather than taking away from anything currently there. Communities need places to gather and recreate. Having developments like the one proposed creates bonds and makes people want to stay home, spend their dollars here, and be a part of our community. In addition, the proposed development will generate taxes that allow the city to fund needed projects. Last, the amphitheater will create jobs. The economic benefits seem positive at this point.

It is difficult to get tickets to many of the events at Sundance because the demand is so high. This is a good indicator that there is a need and desire to support arts and entertainment venues in this part of the Valley.

Please pursue this proposal with an open, positive mind and be careful of the loud naysayers. It seems there is always a negative thing to be said, and fear mongering rules the day when it comes to public proposals. Wise, careful (but not neverending oversight or studies) stewardship will get us all the information we need to make a good decision.

That said, please consider expanding the ramp going over the highway to include cars and pedestrians so exiting the development will be safer and faster.

Thank you.

Mitzi Collins

Provo Citizen

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## Jack Perri – June 16

Greetings,

This proposed amphitheater worries me; it feels like individuals of large financial interests are having an outsized impact on this project's existence and continuance. I feel deeply that the interests of the 1% do not align with those of the 99%. Moreover, this will not benefit the average Provo citizen, but it will greatly benefit the private investors and the Osmond family and the wealthy clientèle who will be able to afford to attend events at this venue. I find their claims on their website dubious and believe they should be validated completely before action is taken

to approve this project. Lastly, please make sure to require their proposed environmental restoration so it actually happens and isn't just a promise that falls through in their chase after profits first and foremost.

Thank you for your time.

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## J. Nelson – June 16

To the members of the City Council and Planning Commission:

I would like to respectfully express my opposition to the proposed Vesper Amphitheater and associated developments in Provo Canyon.

These developments will have large effects on the ecology and character of Provo Canyon. I am concerned about the impacts this would have on natural processes that affect the beauty and integrity of Provo Canyon as a place that is important for both people and wildlife. I believe these developments will worsen air quality, noise and light pollution, traffic congestion, and negatively impact the ecology of Provo Canyon due to the scale of the project and it's proximity to the wilderness, including Provo River and Mount Timpanogos.I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon.

Thank you for your time and consideration.

Sincerely,

J. Nelson. Provo, UT.

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## Mary Reesor – June 16

As Orem residents we are asking that you please have the Osmonds find another area to build their entertainment venue, someplace other then Provo Canyon.

The Canyon needs to be left more natural and the venue would make traffic a nightmare, not to mention the noise and major problems if there were a fire, ect.

There are many other more suitable places to build their venue.  Please consider that. Thank you.

Mary Reesor (concerned citizen)

Provo City Planning Commission

# Report of Action

June 24, 2026

***ITEM 3** Bryan Bayles requests a Zone Map Amendment from the A1.5 (Agricultural), PF (Public Facilities), and OSPR (Open Space, Preservation, and Recreation) Zones to the SC3 (Regional Shopping Center) Zone for approximately 100.7 acres of land to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 PLRZ20260221

The following action was taken by the Planning Commission on the above described item at its regular meeting of June 24, 2026:

## RECOMMENDED DENIAL

On a vote of 5:2, the Planning Commission recommended that the Municipal Council deny the above noted application.

Motion By: Joel Temple
Second By:
Votes in Favor of the Motion: Joel Temple, Anne Allen, Lisa Jensen, Melissa Kendall, Matt Wheelwright
Votes Not in Favor of the Motion: Jonathon Hill, Jon Lyons
*Matt Wheelwright 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 SC3 Zone is described in the attached Exhibit A.

**RELATED ACTIONS**

Pending actions on a general plan map change application (PLGPA20260220) and Concept Plan approval (PLCP20260222).

**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**

- The North Timpview neighborhood held a meeting on June 1, 2026. A report of that meeting and feedback presented is attached to this Report of Action.

**NEIGHBORHOOD AND PUBLIC COMMENT**

- The Neighborhood District Chair was present and expressed a desire for a PRO zone that could be tailored to this unique proposal.

**CONCERNS RAISED BY PUBLIC**

Prior to the Planning Commission public hearing, over 200 responses to this project were received by the Development Services Department. During the public comment, 50 citizens spoke, not all Provo residents. There were residents and comments in support of the project, but the vast majority of the public comments were not in favor. The following concerns were raised:

- That a venue of 20,000 seats would create too great a traffic burden in the mouth of Provo Canyon;
- That traffic currently stacks at Hwy 189 and Orem 800 N, entering and exiting for venue events will add to the problem;
- That 8,000 parking stalls would overwhelm the site and impact parking lots at nearby parks;
- That it would be too difficult to control noise impacts of venue functions;
- That Provo Canyon should be preserved as open space;
- That a venue of this size would be too great of impact on Provo Canyon;
- That this proposal contradicts a 2020 Provo City Resolution that calls for preservation of Provo Canyon;
- That there are statements in the Hillside and Canyons Master Plan that call for be being sensitive to impacts of development on Provo Canyon;
- That the canyons are invaluable for quality of life and should be actively protected;
- That is gravel pit is not active, or only occasionally active, so its impact on the Canyon is minimal;
- That the gun range will likely have to be relocated and there is no plan for that at this time;
- That Utah County needs more cultural venues;
- That the county needs a large venue, like USANA in Salt Lake County;
- That Vesper will be economically beneficial to the city and county;
- That this location, at the mouth of Provo Canyon, has little impact on the canyon, and
- That the gravel pit needs to be reclaimed and this is a good use to accomplish that.

**APPLICANT RESPONSE**

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

- It is the setting and surrounding mountains that will make the venue special and successful.
- The view of surrounding mountains during venue events is what will make for an exceptional experience.
- The existing gravel pit is a detriment to the Canyon and to Provo City. It does not allow public access in or around it.
- Vesper will be designed to minimize impact on the environment.
- Vesper will maintain public trails and open space around the venue,
- Forty acres of the city's property will be placed in a conservation easement.
- That the venue will only be used for maximum occupancy a handful of times each year.
- That the Development Agreement includes rezoning back to previous zoning if defined timeframes are not met. This is unusual on zone changes and it is a high bar.
- That UDOT will have to approve a traffic plan and mitigation plans. More details will be known on traffic as part of the Project Plan approval review.

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- The PC debated the size of the proposed venue verses the location; the idea that this location is on the border of being in the canyon; it's not Provo Canyon.
- However, the traffic impacts of a 20,000-seat amphitheater were a significant concern and point of discussion. Highway 189 is an arterial road, but it would be the only access to the site.
- Parking of 8,000 vehicles was of significant concern.
- The PC was uncomfortable with the vagueness of "the venue would only be used for maximum occupancy a handful of times each year." They recommended that this be tied down specifically in the Development Agreement.
- The 125' height of the amphitheater was questioned and if it would be visible from the south, down the canyon.
- There was concern related to granting the zone change with so many unanswered questions; that the city would be giving up too much leverage.
- The PC understood that details come with the project plan application but given the sensitive nature of this site, it was uncomfortable to grant zoning.
- There seemed to be more acceptance of a smaller venue but this was not formally voted on.

Planning Commission Chair

Director of Development Services

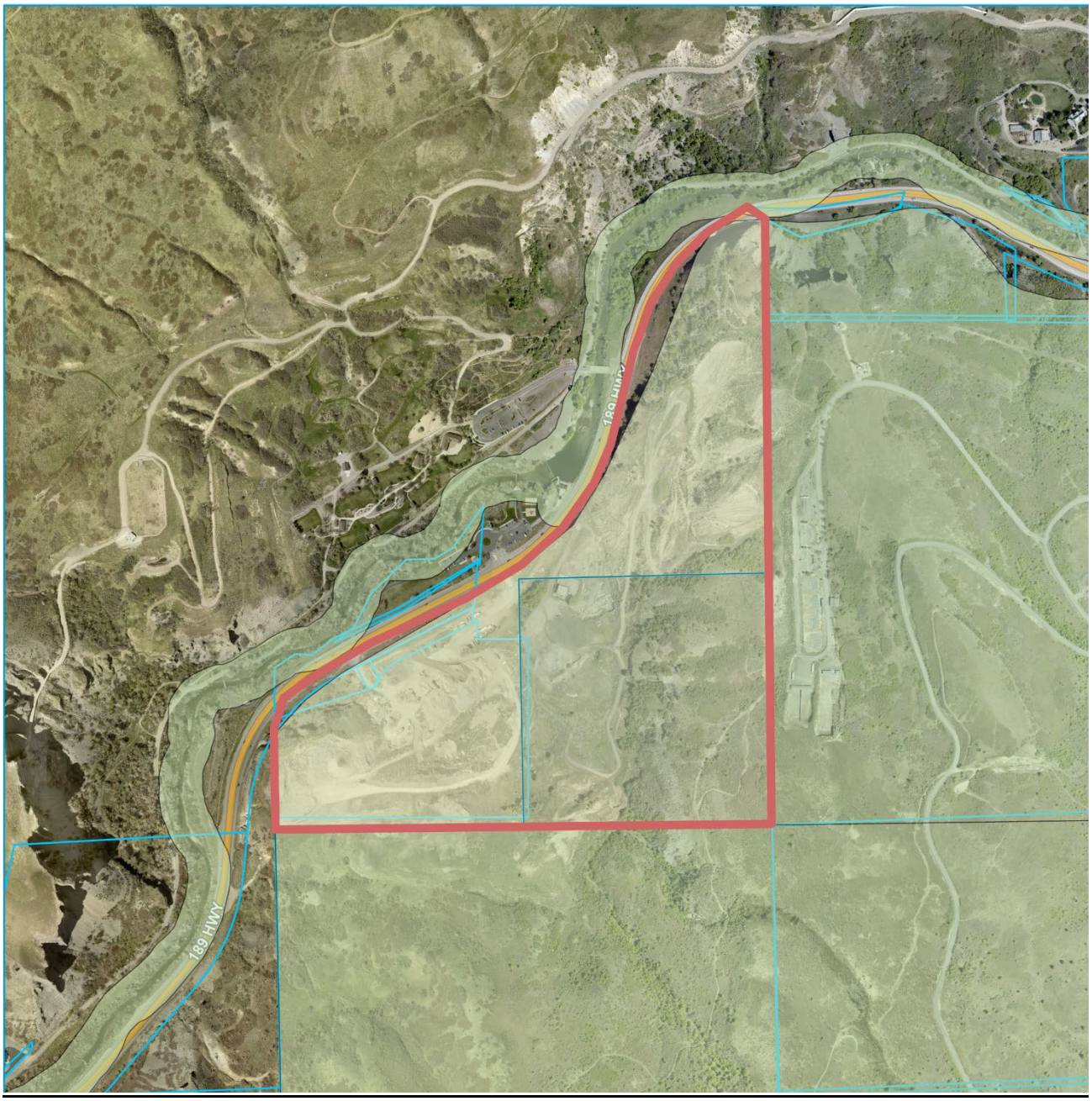
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ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




**Serial Number: 20:013:0001**

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 F T; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA: 24.124 AC.

**Serial Number: 20:013:0020**

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG

A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB.

AREA 1.014 AC.

**Serial Number: 20:013:0018**

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB.

AREA 0.226 AC.

**Serial Number: 20:013:0019**

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB.

AREA 0.811 AC.

**A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE

OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING

OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES

# EXHIBIT B

# Resident Concerns re: proposed Vesper Amphitheater
# North Timpview Neighborhood Meeting - June 1, 2026

**Overall Project Concerns**

- Many residents opposed the project or expressed serious reservations about its size, location, and long-term impacts.
- Several speakers said the proposal appears too large and too fast-moving for such a sensitive canyon location.
- Residents repeatedly asked the City to slow down, complete studies first, and allow more public review before any zoning change.
- Some questioned whether a 20,000-seat venue is appropriate at the mouth of Provo Canyon.
- Several comments challenged the framing that the only choices are leaving the gravel pit as-is or approving the Vesper proposal.

**Traffic, Parking, and Public Safety**

- Traffic was the most repeated concern.
- Residents questioned how 20,000 attendees could safely enter and exit through a constrained canyon corridor.
- Several people compared the situation to BYU game traffic, USANA Amphitheater traffic, and existing congestion during peak canyon use.
- Concerns included:
    - One main road in and out of the canyon
    - Congestion on Highway 189 and Canyon Road
    - Neighborhood cut-through traffic
    - Safety for pedestrians, bikers, runners, pets, and children
    - Existing crashes and accident risks
    - Emergency evacuation during wildfire or other disasters
- Many asked for detailed traffic studies, UDOT projections, ingress/egress plans, and mitigation strategies before approval.

- Parking concerns included whether on-site parking is realistic, whether shuttles would be used, how many vehicles would be accommodated, and whether parking for workers and guests would be sufficient.

**Project Scale and Venue Size**

- Many residents said the proposed venue is too large for the canyon.
- Several suggested a smaller venue, such as 5,000 seats or something closer in scale to Sundance, Tuacahn, Deer Valley, or Red Rocks.
- Some questioned why a 100-acre footprint is needed for a venue comparable in seating to the Marriott Center.
- Residents raised concerns about the amount of land, paving, parking, and infrastructure required for a 20,000-person venue.
- Some comments questioned whether the business model requires increasingly larger or more frequent events over time.

**Zoning, Development Agreement, and Process**

- Many residents asked that a formal development agreement be completed before any zone change is considered. Suggested development agreement components included:
    - Clear allowed uses
    - Deed restrictions
    - Required studies
    - Timelines and benchmarks
    - Limits on event size and frequency
    - Enforcement mechanisms
    - Reversion to current zoning if the project becomes infeasible
- Several residents worried that once rezoning occurs, it may be difficult for the City to enforce commitments.
- Some comments said the process feels backwards and that impact studies should come before rezoning.

**Environmental and Natural Resource Impacts**

- Residents emphasized that Provo Canyon is a major natural and recreational asset for Utah Valley.
- Concerns included:
    - Loss of open space
    - Deforestation and heat from pavement
    - Impacts to wildlife habitat

    - Light pollution and dark-sky impacts
    - Noise impacts
    - Water use
    - Groundwater, aquifers, springs, and flood risk
    - Construction impacts on nearby natural spaces
- Several residents said the canyon should be preserved as open space, not converted to commercial use.
- Some objected to describing the proposal as "restoration," arguing that commercial development is not the same as restoring the gravel pit.

**Alternatives to the Proposal**

- Many residents asked the City to consider other options besides the Vesper project:
    - Reclaiming the gravel pit as a natural recreation area
    - Restoring wildlife habitat or watershed function
    - Creating a public park
    - Adding mountain bike trails
    - Issuing a call for proposals for lower-impact reuse ideas
    - Purchasing and restoring the gravel pit acreage
- Several residents argued that gravel pit reclamation does not require a large commercial development.

**Open Space, Public Land, and Precedent**

- Residents expressed support for the current open space preservation and recreation zoning.
- Several warned that approving commercial development at the canyon's mouth could set a precedent for additional canyon development.
- Some raised concerns about public open space being used to support a private developer's financial model.
- Residents asked how public land, nearby natural areas, and conservation commitments would be protected long-term.
- Some urged that city-owned land retain its current open space zoning rather than being rezoned commercial with a later conservation easement.

**Noise, Lighting, and Neighborhood Impacts**

- Residents raised concerns about amplified sound, decibel levels, and compliance with Orem's noise ordinance.

- Questions included what sound levels would be allowed at adjacent properties and what hours music would be permitted.
- Light pollution was raised as a concern for nearby residents, wildlife, and the night sky.
- Residents with experience living near stadiums or large venues described concerns about trespassing, property damage, crowd behavior, and neighborhood disruption.

**Recreation and Trail Impacts**

- Several speakers described the area as important for hiking, biking, equestrian use, and access to the Bonneville Shoreline Trail and Indian Road Trailhead.
- Concerns included increased foot traffic into adjacent hillside areas and insufficient controls to protect nearby trails and open space.
- Some residents said Provo Canyon is already heavily used and serves as a vital respite for surrounding communities.

**Water, Infrastructure, and Costs**

- Residents asked how the project would affect water resources, aquifers, springs, groundwater, and flooding.
- Some questioned whether paving permeable land could increase runoff and flood risk.
- Infrastructure questions included:
    - Who would pay for sewer lines or other needed infrastructure?
    - Whether capital funding is in place
    - Whether the project can be financially viable if it operates mainly seasonally
- Some residents questioned whether the scale of the project is being driven by the cost of land acquisition.

**Supportive or Mixed Feedback**

- A few residents offered more supportive or open-minded comments.
- Some said they want the gravel pit eliminated and asked opponents to identify a realistic alternative buyer or funding source.
- One resident said an amphitheater may be preferable to residential development because it would not be continuously occupied.
- Another urged residents to respect the private property rights process and allow the applicant to complete due diligence.
- Some supportive or mixed comments still suggested the venue should be smaller or subject to strict conditions.

**Key Questions Raised by Residents**

- Why does the venue need to be 20,000 seats?
- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?
- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

Provo City Planning Commission

# Report of Action

June 24, 2026

***ITEM 2** Bryan Bayles requests a General Plan Map Amendment for approximately 100.7 acres of land to move from the Agricultural (A) and Parks, Recreation, or Open Space (PR&OS) designations to a Commercial (C) designation to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLGPA20260220

The following action was taken by the Planning Commission on the above-described item at its regular meeting of June 24, 2026:

## RECOMMEND DENIAL

On a vote of 2:5, the Planning Commission recommended that the Municipal Council approve the above noted application. **The motion failed by a vote of 2 to 5**.

Motion By: Jonathan Hill
Second By: Jon Lyons
Votes in Favor of the Motion: Jonathan Hill, Jon Lyons.
Votes Not in Favor of the Motion: Anne Allen, Lisa Jensen, Melissa Kendall, Matt Wheelwright and Joel Temple
*Matt Wheelwright 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 Staff analysis and determination.

**RELATED ACTIONS**

Pending actions on a zone change application (PLRZ20260221) and Concept Plan approval (PLCP20260222).

**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**

- The North Timpview neighborhood held a meeting on June 1, 2026. A report of that meeting and feedback presented is attached to this Report of Action.

**NEIGHBORHOOD AND PUBLIC COMMENT**

- The Neighborhood District Chair was present and expressed a desire for a PRO zone that could be tailored to this unique proposal.

**CONCERNS RAISED BY PUBLIC**

Prior to the Planning Commission public hearing, over 200 responses to this project were received by the Development Services Department. During the public comment, 50 citizens spoke, not all Provo residents. There were residents and comments in support of the project, but the vast majority of the public comments were not in favor. The following concerns were raised:

- That a venue of 20,000 seats would create too great a traffic burden in the mouth of Provo Canyon;
- That traffic currently stacks at Hwy 189 and Orem 800 N, entering and exiting for venue events will add to the

problem;
- That 8,000 parking stalls would overwhelm the site and impact parking lots at nearby parks;
- That it would be too difficult to control noise impacts of venue functions;
- That Provo Canyon should be preserved as open space;
- That a venue of this size would be too great of impact on Provo Canyon;
- That this proposal contradicts a 2020 Provo City Resolution that calls for preservation of Provo Canyon;
- That there are statements in the Hillside and Canyons Master Plan that call for be being sensitive to impacts of development on Provo Canyon;
- That the canyons are invaluable for quality of life and should be actively protected;
- That is gravel pit is not active, or only occasionally active, so its impact on the Canyon is minimal;
- That the gun range will likely have to be relocated and there is no plan for that at this time;
- That Utah County needs more cultural venues;
- That the county needs a large venue, like USANA in Salt Lake County;
- That Vesper will be economically beneficial to the city and county;
- That this location, at the mouth of Provo Canyon, has little impact on the canyon, and
- That the gravel pit needs to be reclaimed and this is a good use to accomplish that.

**APPLICANT RESPONSE**

Key points addressed in the applicant's presentation to the Planning Commission included the following:
- It is the setting and surrounding mountains that will make the venue special and successful.
- The view of surrounding mountains during venue events is what will make for an exceptional experience.
- The existing gravel pit is a detriment to the Canyon and to Provo City. It does not allow public access in or around it.
- Vesper will be designed to minimize impact on the environment.
- Vesper will maintain public trails and open space around the venue,
- Forty acres of the city's property will be placed in a conservation easement.
- That the venue will only be used for maximum occupancy a handful of times each year.
- That the Development Agreement includes rezoning back to previous zoning if defined timeframes are not met. This is unusual on zone changes and it is a high bar.
- That UDOT will have to approve a traffic plan and mitigation plans. More details will be known on traffic as part of the Project Plan approval review.

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:
- The PC debated the size of the proposed venue verses the location; the idea that this location is on the border of being in the canyon; it's not Provo Canyon.
- However, the traffic impacts of a 20,000-seat amphitheater were a significant concern and point of discussion. Highway 189 is an arterial road, but it would be the only access to the site.
- Parking of 8,000 vehicles was of significant concern.
- The PC was uncomfortable with the vagueness of "the venue would only be used for maximum occupancy a handful of times each year." They recommended that this be tied down specifically in the Development Agreement.
- The 125' height of the amphitheater was questioned and if it would be visible from the south, down the canyon.
- There was concern related to granting the zone change with so many unanswered questions; that the city would be giving up too much leverage.
- The PC understood that details come with the project plan application but given the sensitive nature of this site, it was uncomfortable to grant zoning.
- There seemed to be more acceptance of a smaller venue but this was not formally voted on.

Planning Commission Chair

Director of Development Services

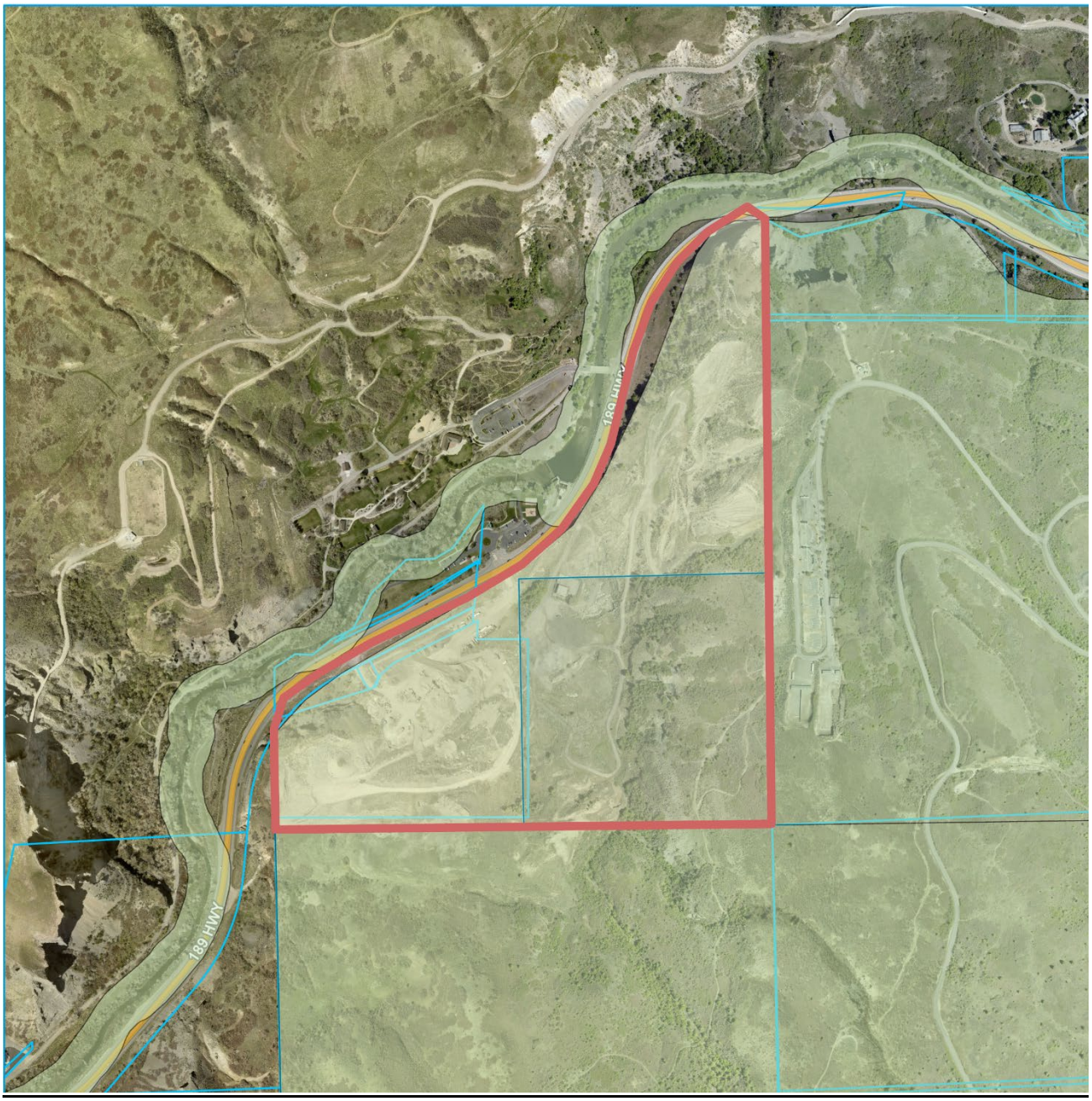
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ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




**Serial Number: 20:013:0001**

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 F T; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA: 24.124 AC.

**Serial Number: 20:013:0020**

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG

A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB.

AREA 1.014 AC.

**Serial Number: 20:013:0018**

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB.

AREA 0.226 AC.

**Serial Number: 20:013:0019**

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB.

AREA 0.811 AC.

**A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE

OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING

OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES

# EXHIBIT B

# Resident Concerns re: proposed Vesper Amphitheater
# North Timpview Neighborhood Meeting - June 1, 2026

**Overall Project Concerns**

- Many residents opposed the project or expressed serious reservations about its size, location, and long-term impacts.
- Several speakers said the proposal appears too large and too fast-moving for such a sensitive canyon location.
- Residents repeatedly asked the City to slow down, complete studies first, and allow more public review before any zoning change.
- Some questioned whether a 20,000-seat venue is appropriate at the mouth of Provo Canyon.
- Several comments challenged the framing that the only choices are leaving the gravel pit as-is or approving the Vesper proposal.

**Traffic, Parking, and Public Safety**

- Traffic was the most repeated concern.
- Residents questioned how 20,000 attendees could safely enter and exit through a constrained canyon corridor.
- Several people compared the situation to BYU game traffic, USANA Amphitheater traffic, and existing congestion during peak canyon use.
- Concerns included:
    - One main road in and out of the canyon
    - Congestion on Highway 189 and Canyon Road
    - Neighborhood cut-through traffic
    - Safety for pedestrians, bikers, runners, pets, and children
    - Existing crashes and accident risks
    - Emergency evacuation during wildfire or other disasters
- Many asked for detailed traffic studies, UDOT projections, ingress/egress plans, and mitigation strategies before approval.

- Parking concerns included whether on-site parking is realistic, whether shuttles would be used, how many vehicles would be accommodated, and whether parking for workers and guests would be sufficient.

**Project Scale and Venue Size**

- Many residents said the proposed venue is too large for the canyon.
- Several suggested a smaller venue, such as 5,000 seats or something closer in scale to Sundance, Tuacahn, Deer Valley, or Red Rocks.
- Some questioned why a 100-acre footprint is needed for a venue comparable in seating to the Marriott Center.
- Residents raised concerns about the amount of land, paving, parking, and infrastructure required for a 20,000-person venue.
- Some comments questioned whether the business model requires increasingly larger or more frequent events over time.

**Zoning, Development Agreement, and Process**

- Many residents asked that a formal development agreement be completed before any zone change is considered. Suggested development agreement components included:
    - Clear allowed uses
    - Deed restrictions
    - Required studies
    - Timelines and benchmarks
    - Limits on event size and frequency
    - Enforcement mechanisms
    - Reversion to current zoning if the project becomes infeasible
- Several residents worried that once rezoning occurs, it may be difficult for the City to enforce commitments.
- Some comments said the process feels backwards and that impact studies should come before rezoning.

**Environmental and Natural Resource Impacts**

- Residents emphasized that Provo Canyon is a major natural and recreational asset for Utah Valley.
- Concerns included:
    - Loss of open space
    - Deforestation and heat from pavement
    - Impacts to wildlife habitat

    - Light pollution and dark-sky impacts
    - Noise impacts
    - Water use
    - Groundwater, aquifers, springs, and flood risk
    - Construction impacts on nearby natural spaces
- Several residents said the canyon should be preserved as open space, not converted to commercial use.
- Some objected to describing the proposal as "restoration," arguing that commercial development is not the same as restoring the gravel pit.

**Alternatives to the Proposal**

- Many residents asked the City to consider other options besides the Vesper project:
    - Reclaiming the gravel pit as a natural recreation area
    - Restoring wildlife habitat or watershed function
    - Creating a public park
    - Adding mountain bike trails
    - Issuing a call for proposals for lower-impact reuse ideas
    - Purchasing and restoring the gravel pit acreage
- Several residents argued that gravel pit reclamation does not require a large commercial development.

**Open Space, Public Land, and Precedent**

- Residents expressed support for the current open space preservation and recreation zoning.
- Several warned that approving commercial development at the canyon's mouth could set a precedent for additional canyon development.
- Some raised concerns about public open space being used to support a private developer's financial model.
- Residents asked how public land, nearby natural areas, and conservation commitments would be protected long-term.
- Some urged that city-owned land retain its current open space zoning rather than being rezoned commercial with a later conservation easement.

**Noise, Lighting, and Neighborhood Impacts**

- Residents raised concerns about amplified sound, decibel levels, and compliance with Orem's noise ordinance.

- Questions included what sound levels would be allowed at adjacent properties and what hours music would be permitted.
- Light pollution was raised as a concern for nearby residents, wildlife, and the night sky.
- Residents with experience living near stadiums or large venues described concerns about trespassing, property damage, crowd behavior, and neighborhood disruption.

**Recreation and Trail Impacts**

- Several speakers described the area as important for hiking, biking, equestrian use, and access to the Bonneville Shoreline Trail and Indian Road Trailhead.
- Concerns included increased foot traffic into adjacent hillside areas and insufficient controls to protect nearby trails and open space.
- Some residents said Provo Canyon is already heavily used and serves as a vital respite for surrounding communities.

**Water, Infrastructure, and Costs**

- Residents asked how the project would affect water resources, aquifers, springs, groundwater, and flooding.
- Some questioned whether paving permeable land could increase runoff and flood risk.
- Infrastructure questions included:
    - Who would pay for sewer lines or other needed infrastructure?
    - Whether capital funding is in place
    - Whether the project can be financially viable if it operates mainly seasonally
- Some residents questioned whether the scale of the project is being driven by the cost of land acquisition.

**Supportive or Mixed Feedback**

- A few residents offered more supportive or open-minded comments.
- Some said they want the gravel pit eliminated and asked opponents to identify a realistic alternative buyer or funding source.
- One resident said an amphitheater may be preferable to residential development because it would not be continuously occupied.
- Another urged residents to respect the private property rights process and allow the applicant to complete due diligence.
- Some supportive or mixed comments still suggested the venue should be smaller or subject to strict conditions.

**Key Questions Raised by Residents**

- Why does the venue need to be 20,000 seats?
- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?
- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

DEVELOPMENT SERVICES

# Planning Commission Hearing Staff Report
# Hearing Date: June 24, 2026

***ITEM 2** Bryan Bayles requests a General Plan Map Amendment for approximately 100.7 acres of land to move from the Agricultural (A) and Parks, Recreation, or Open Space (PR&OS) designations to a Commercial (C) designation to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 PLGPA20260220

| | |
|---|---|
| **APPLICANT:** | Bryan Bayles |
| **PROPERTY OWNER:** | Provo Canyon Mining Co LLC; Provo City |
| **PARCEL ID:** | 20:013:0001; 20:013:0016; 20:013:0018; 20:013:0019; 20:013:0020 |
| **ACREAGE:** | 100.7 |
| **CURRENT LEGAL USE:** | Mining / Open Space |
| **GENERAL PLAN DESIGNATION:** | Agricultural; Parks, Recreation, or Open Space |
| **CURRENT ZONE:** | Agricultural (A1.5); Public Facilities (PF); Open Space, Preservation, and Recreation (OSPR) |
| **APPLICATION TYPE:** | Legislative Decision – Planning Commission will make a recommendation to the City Council. |

## NEIGHBORHOOD FEEDBACK

The North Timpview Neighborhood held a neighborhood meeting with the developer to provide information about the proposal on June 1st, 2026. A report of that meeting and feedback presented is attached to this staff report. Additionally, staff have received several emails prior to this report that provide opinions and feedback on the proposal. Copies of these public comments received prior to the report are attached to the rezone staff report (Item 3, June 24th, 2026, Planning Commission, PLRZ20260221).

## PROJECT SUMMARY

The applicant, Mr. Bayles, proposes using the Regional Shopping Center (SC3) zone to accomplish this vision. Information on the rezone request is contained in the rezone staff report (Item 3, June 24, 2026, Planning Commission, PLRZ20260221).

This request is to amend the General Plan map to be in line with the proposed development concept. Currently, the General Plan map designates the project area as agricultural and parks, recreation, or open space. While some of the land would stay open for trails and natural open space; the majority of the property would be improved for commercial uses. Therefore, the applicant has proposed amending the General Plan to the commercial designation, which helps to justify the requested zone change and concept plan (Items 3 and 4).

## STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

**Applicant Response:** “The current General Plan designation does not adequately reflect the type, scale, or public-facing character of the proposed project The requested amendment is needed because the site is being evaluated for a one-of-a-kind regional entertainment and hospitality use that requires a coordinated framework for assembly, access, infrastructure, and site organization.”

**Staff Response:** Amending the General Plan map is needed to advance the proposed zone change and development plans as described by the applicant above.

**FINDING: Meets standard.**

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

**Applicant Response:** “The site is uniquely situated for a gateway destination use. Its location at the mouth of Provo Canyon gives it regional visibility and access characteristics that are materially different from a typical infill or neighborhood property.”

**Staff Response:** The current designation would allow the mining activity to continue, while the proposed amendment could facilitate what the applicant has described above.

**FINDING: Meets standard.**

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

**Applicant Response:** “The project will provide and enhance access to public trails and open space, which is consistent with current General Plan goals. The Provo Hillside and Canyons Plan, adopted December 12, 2023, recommended to “address the gravel pit reclamation” and “the creation of an outdoor concert venue.”

**Staff Response:** The applicant has pointed to goals surrounding improved trails and open space, which are specifically noted in the following sections:

- GP, chapter 8, goal 1a: Increase opportunities for recreation through development of passive spaces, active design, and educational opportunities.
- GP, chapter 8, goal 2a: Create a strategic plan that includes tools and funding opportunities in order to conserve, connect, and protect vulnerable lands and open space.
- GP, chapter 8, goal 4: Increase active and passive parks and recreational amenities.
- Conservation and Resiliency Plan, chapter 3, *Urban Nature* goal 4: Increase and preserve open space as appropriate.

Additionally, because the applicant mentions the Hillside and Canyons Plan specifically above, staff have found the following relevant sections in response:

- Strategy 1a.1.5: monitor and manage visitor use to ensure that recreational activities are sustainable and do not harm the environment. This may include limiting the number of visitors or restricting access during sensitive times.
- Strategy 2a.2.3: Increase the number of pavilions with tables. Consider the addition of larger facilities for events, such as large pavilion structures, amphitheaters, or educational centers.
- Strategy 2a.2.6: Consider the development of an event facility or amphitheater that would allow for concerts and other events at Provo Canyon.
- Implementation, page 69: Consider the creation of a task force to address gravel pit reclamation. This could include ecological restoration, the creation of an outdoor concert venue, or other recreation amenities.

**FINDING: Compatible in some areas.**

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

**Applicant Response:** "The amendment better aligns the General Plan with the type of policy and infrastructure questions the City will actually need to evaluate, including access, sewer feasibility, water service, floodplain and river corridor constraints, and event-based circulation.

**Staff Response:** While there are insufficient services to this property, the development agreement under review commits the developer to provide, at their cost, the required infrastructure for the proposed development.

**FINDING: Does not currently meet standard.**

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

**Applicant Response:** No response.

**Staff Response:** Staff are taking steps to protect against this, specifically with regard to limits of the development, timing of improvements, and reversion clauses in the development agreement of two years to commence construction and five years for project completion. The development agreement should protect against unanticipated development that could hinder or obstruct the attainment of General Plan policies and goals.

**FINDING: Meets standard.**

(f) Adverse impacts on adjacent landowners; and

**Applicant Response:** “The amendment supports a project that can generate regional visitation, tourism activity, and economic spillover that would not be expected from a lower-intensity or less specialized land use pattern.”

**Staff Response:** There will be impacts to surrounding landowners with new noise, light, and traffic. The city will protect against these impacts as much as possible if the proposals are approved by enforcing noise and light regulations and requiring a traffic study to highlight required improvements.

**FINDING: Meets standard.**

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

**Applicant Response:** No response.

**Staff Response:** Staff have verified the zone and general plan maps are correct.

**FINDING: Meets standard.**

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

**Applicant Response:** “The requested General Plan amendment is appropriate and will better align City policy with the site’s location, the project’s destination-oriented program, and the integrated entitlement path being requested by the applicant.”

**Staff Response:** Policies have been given precedence.

**FINDING: Meets standard.**

## POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings (state findings):

1. **Recommend Approval**: The proposal is consistent with the General Plan policies. (*Planning Commission recommends approval to the City Council of a General Plan Map Amendment from the agricultural and parks, recreation and open space designations to the commercial designation for 100.7 acres of land located at 6622 N Hwy 189*)
2. **Recommend Denial**: The proposal is not consistent with the General Plan policies. (*Planning Commission recommends approval to the City Council of a*

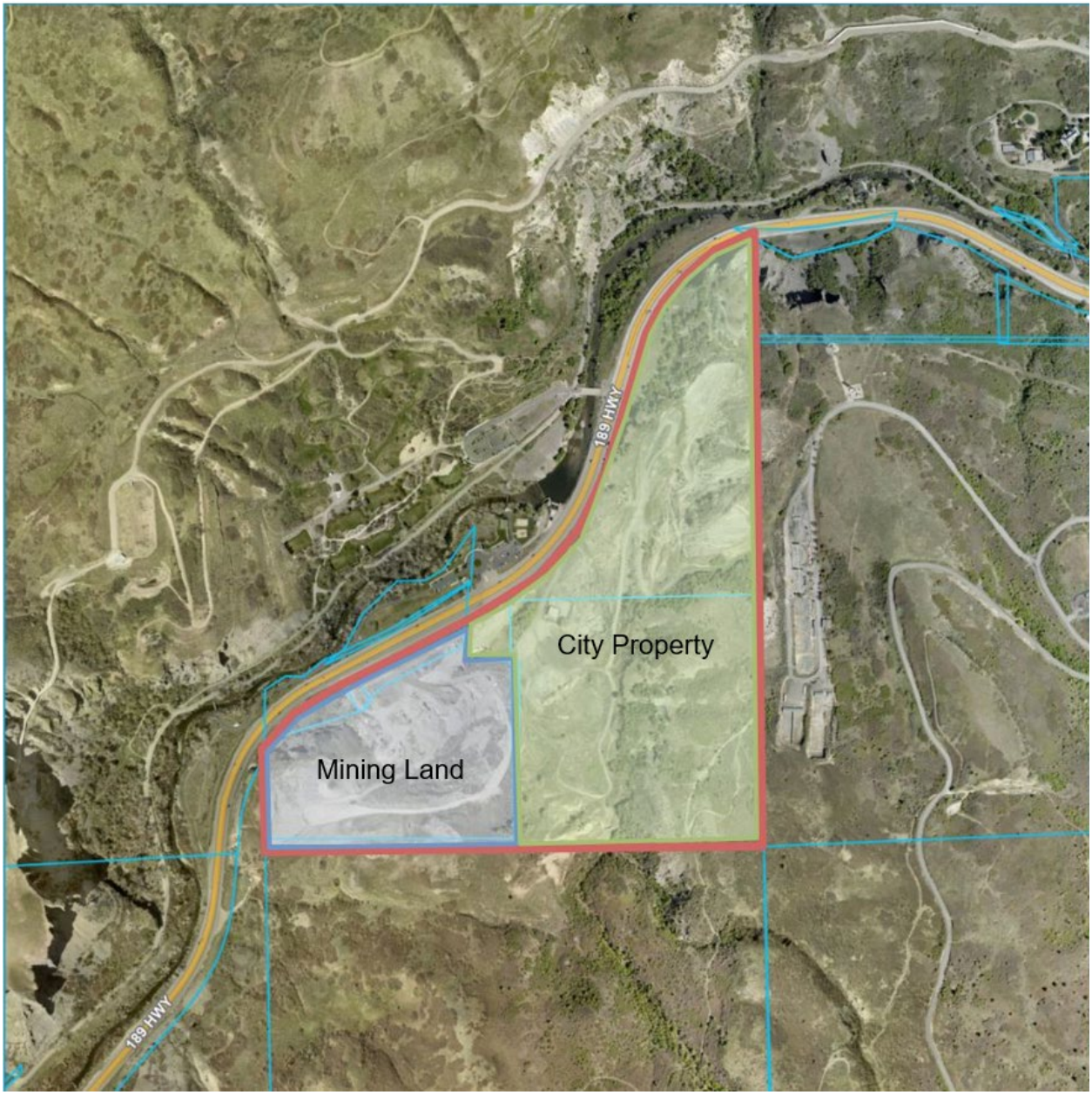
*General Plan Map Amendment from the agricultural and parks, recreation and open space designations to the commercial designation for 100.7 acres of land located at 6622 N Hwy 189*)

3. **Continue**: New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons*).

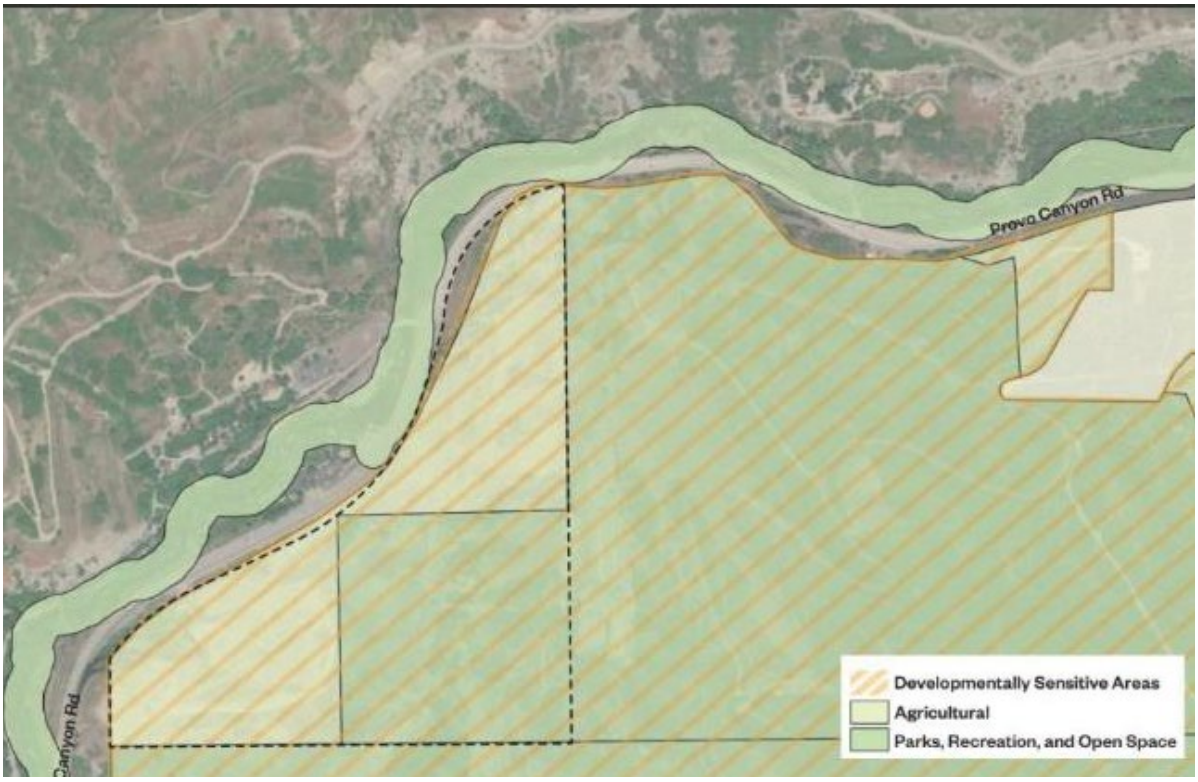
## ATTACHMENTS

1. Area Map
2. Current General Plan Map
3. Neighborhood Meeting Report

# ATTACHMENT 1 – AREA MAP



# ATTACHMENT 2 – CURRENT GENERAL PLAN MAP



# ATTACHMENT 3 – NEIGHBORHOOD MEETING REPORT

## Resident Concerns re: proposed Vesper Amphitheater North Timpview Neighborhood Meeting - June 1, 2026

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Key Questions Raised by Residents

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- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?

- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

**DEVELOPMENT AGREEMENT**
**FOR**
**VESPER**

**(*Provo Canyon Amphitheater Venue*)**

THIS DEVELOPMENT AGREEMENT FOR VESPER (this "**Agreement**") is made and entered into as of the _____ day of _____, 2026 (the "**Effective Date**"), by and between the city of PROVO, a Utah municipal corporation, hereinafter referred to as "**City**," and VESPER PROPERTY COMPANY, 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 holds the contractual rights to purchase certain land located within the City of Provo more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**") and to develop a portion of that land as discussed below.

B. On _____, 2026, the City Council approved Ordinance _____ (the "**Vesting Ordinance**"), based on the Concept Plan set forth on Exhibit B (the "**Concept Plan**"), attached hereto and incorporated herein by reference. The Concept Plan 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 10-20-508 (2026) 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 Concept Plans within the Property are subject to and must 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., §10-20-508.

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. Approval of any portion of this Agreement that grants exceptions to current City code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement vests only if the Provo City Council, in the independent exercise of its legislative authority, approves a zoning change of the Property, or any portion thereof, to the SC3, Regional Shopping Center Zone, and approves this Agreement. The requested zoning change and this Agreement will be processed and reviewed concurrently by the City. If the City grants such legislative approvals, then the City and Developer will execute this Agreement, and development of the Property will be governed by this Agreement, the approved Concept Plan, and applicable provisions of the City Code.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the permitted use, maximum densities, intensity and general configuration for the Project. The Project must 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 may be approved by the City's Development Services Director without City Council or Planning Commission approval. For purposes of this provision, "**non-material**" variations include alterations to building footprint locations and pedestrian walkways, adjustments to accommodate engineering specifications, locations of open space and parking, updated architectural designs and features of similar quality, and other such modifications so long as such variations do not materially change the permitted uses or the overall design and development standards of the Project.

4. Permitted Uses.

   a. The Parties agree that pursuant to this Agreement the proposed indoor/outdoor amphitheater venue and related uses on a year-round basis, as shown in the Concept Plan and Vesting Ordinance, are approved uses for this Property.

b. Notwithstanding additional uses permitted in the SC3 Zone, the land uses for the Property in the SC3 Zone are limited to:

i. outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;

ii. public assemblies, filming and production, concerts, conventions, artistic performances, theater, and other similar uses and activities;

iii. plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;

iv. a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;

v. structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and

vi. temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.

c. For purposes of this Section 4, "**Ancillary Use**" means such use is incidental, subordinate, integrated with, or supportive of the amphitheater venue, hotel, hospitality, guest-service, food and beverage, event, trail, open-space, or destination-venue functions of the Project (the "Principal Uses"). Such uses are only permitted if the primary amphitheater venue has been completed and is in active use. Such uses are only permitted insofar as they are clearly operating in support of the Principal Uses. Ancillary Uses may be constructed concurrently with construction of the amphitheater venue and hotel.

d. The restrictions on uses in Section 4 survive the termination of this Agreement. Developer must, prior to receiving certificates of occupancy for any structure, record a deed restriction with the Utah County Recorder on the Property that limits use of the Property to those uses listed in this Section, provides notice of such limitation, and acknowledges that the City may enforce violations of the permitted uses through the same criminal and civil penalties with which it enforces violations of the uses permitted in City's Zoning Ordinances.

5. Height Standards. Structures in the Project may not exceed 3 stories or 50 feet in height, except as provided in this section. The Parties agree that specialized, non-occupied stage-support and roof-related elements, including theatrical rigging, fly-loft, set-operation, and roof/sightline elements may exceed the 50 foot height restriction, but may not exceed a height of 125 feet.

6. Vested Caps.

a. The amphitheater capacity may include up to 20,000 seats.

b. Hotel use may include up to 75 hotel rooms.

c. The Aggregate Square Footage of commercial uses, including retail and operations, may not exceed150,000 square feet, subject to the definition and exclusions set forth in this Agreement.

i. For purposes of this Section, "**Aggregate Square Footage**" means the total gross floor area of merchandise, restaurant, food and beverage, guest-service, event-support, administrative, operations, and other project-serving building areas within the Project that are not otherwise regulated by the separate amphitheater seat cap or hotel room cap set forth in this Agreement.

Aggregate Square Footage does not include the amphitheater or other amphitheater-related facilities; the hotel or hotel-related structures and facilities; parking facilities, including structured parking, underground parking, covered parking, and related parking-management improvements; or outdoor venue and site improvements, including unenclosed site improvements.

The amphitheater seat cap, hotel room cap, parking stall cap, and Aggregate Square Footage cap are separate limitations and shall not be interpreted to duplicate or limit one another.

d. The Project must include an adequate number of parking stalls to serve the Project and to meet City Code requirements, but in no event may the number of parking stalls exceed 8,000 in the aggregate at the Property. Additionally:

i. The numbers of parking stalls may not exceed two-fifths of the number of amphitheater seats in the finished amphitheater venue; and

ii. No more than 15 acres of the Property may be used for surface parking.

7. Conservation Easement on Undeveloped Property. If the City Council, in its legislative discretion, approves this Agreement and rezones the Property, then the entirety of the Property will be rezoned to the SC3 zone. In connection with the final Project approvals, those portions of the Property that will not be developed for the uses described in Section 4 above (the "**Undeveloped Property**") will be clearly delineated and will constitute at least 50% of the portion of the Property that was purchased from the City. The City shall then have the unilateral right to rezone the Undeveloped Property to the OSPR zone, and Developer hereby consents to the same. Furthermore, as part of the Project, the Developer must do the following:

a. Improve the Undeveloped Property in accordance with the approved construction plans for the Project, including revegetation and trail improvement and creation; and

b. Upon completion of the improvements described in Section 7(a), place the Undeveloped Property in a conservation easement that is held by a third party that specializes in the preservation of open space and that prohibits commercial, industrial, or residential development of the Undeveloped Property. The conservation easement shall allow the owner/operator of the Project to implement appropriate measures and safety protocols to protect the venue and other improvements that are developed within the acreage rezoned to the SC3 zone. The conservation easement shall also allow for the use and maintenance of public trails, as approved by the City.

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

a. The Project must be designed and constructed in a manner generally consistent with a high-quality canyon-integrated destination environment. Natural materials and natural design elements must be substantially incorporated into the finished Project, including meaningful use of materials such as wood, stone, glass, and other materials of similar quality and character. Buildings, plazas, open spaces, and support areas must be designed to respond to the site's topography, views, and mountain setting. Design expression, architectural treatment, and material allocation may evolve through later design development. No provision of this Section may be interpreted to require any fixed architectural style or to prevent reasonable changes in final design so long as the Project remains generally consistent with the character standards set forth herein.

b. Project lighting must be designed to be Dark Sky compliant to the extent reasonably possible. Signage and wayfinding must be limited in scale and character and must be designed as a coordinated, canyon-sensitive system generally consistent with the Project and its natural setting. Such signage and wayfinding may include reasonable project identification, directional, parking, pedestrian, trail, safety, and event-operation signage customarily needed to support the approved Project, provided that the final signage program remains visually compatible with the canyon environment and does not materially detract from the surrounding natural setting. Furthermore, all signage is subject to Provo City Code 14.38.010 and 14.38.075, including any future renumbering of those sections.

c. Maintenance, loading, storage, and back-of-house areas must be screened or otherwise designed so as to reasonably minimize visual impacts from public areas and surrounding viewpoints.

d. Structured parking and related support improvements must be integrated into the site topography and visually softened through design, grading, landscaping, screening, or a combination thereof.

e. Developer must comply with all applicable standards and requirements for utility services and coordination, infrastructure layout, and access (ingress and

egress) for vehicles and pedestrians. Pedestrian trails must be designed and installed in a manner designed to protect pedestrian safety and minimize interface with vehicular traffic.

f. Developer must comply with applicable standards and requirements for sewer connection, culinary and fire-flow service, stormwater planning, and power-service planning. Any City infrastructure, or County infrastructure connected to City infrastructure, damaged or disrupted by construction by Developer of infrastructure required for the Project, must be repaired or replaced to the satisfaction of the City at Developer's cost. For example, any roadways or trails excavated in order to install utilities must be repaired or replaced as indicated in this paragraph.

g. Developer must use commercially reasonable efforts to incorporate current and evolving sound-attenuation and noise-mitigation technologies into the design and operation of the Project in order to reduce off-site sound and noise impacts to the extent reasonably practicable. Sound-related design, mitigation, and operational measures may be further evaluated and refined through later-stage Project approvals, including site planning, building design, venue design, operations planning, and applicable City review processes. Outdoor events shall terminate no later than 11 PM Sunday through Thursday and 12 AM (midnight) Friday through Saturday.

h. Before commencement of large-scale public amphitheater operations, Developer must submit and obtain all required City and agency approvals for a traffic and parking operations plan for the Project. The plan must address, as applicable, ingress, egress, internal circulation, event parking, ADA parking, employee and vendor parking, rideshare, shuttle operations, bus access, pedestrian circulation, traffic-control staffing, emergency access, public-safety coordination, guest communication, and overflow parking prevention. The traffic and parking operations plan may classify events by expected attendance level and may establish different traffic, parking, public-safety, shuttle, rideshare, staffing, and communication measures for different event categories. Events requiring UDOT approval may not occur unless the applicable traffic management plan has been coordinated with and approved by UDOT.

i. Unless specifically designated otherwise in the final Project approvals, all roads in the Project are private roads and the owner or operator of the Property is responsible for all maintenance and snow plowing for such roads. If, subject to this paragraph, it is decided that any road in the Project will be public, the owner or operator of the Project is still responsible for snow plowing of that road.

9. City Obligations. As an integral part of the consideration of this Agreement and the success of the Project, the City agrees as follows:

a. To the extent that the final Project approvals require Developer to construct or install improvements or facilities that benefit or provide services to other

properties (such as a water tank and water service lines that provide water to other property(ies), potential roadway connections to other development(s), or sewer facilities that service other property(ies)), Developer will front the payment of the costs of such improvement but shall have the right to be reimbursed for the share of such costs that are proportionately allocated to the other property(ies) that benefit from the improvements for a period of ten years after the costs are incurred. The City will cooperate in good faith with Developer to facilitate appropriate reimbursements to Developer through cost-sharing agreements, impact fee credits, or other reimbursement mechanisms consistent with Utah law. After the ten-year period mentioned above, Developer will not be entitled to any more reimbursement or credits.

b. The City shall not require Developer to upsize any future public infrastructure items (i.e., to construct infrastructure improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing.

c. The City will cooperate with Developer in preparing, reviewing and implementing event-specific traffic management plans for the Project and its events. The City will make good faith efforts to support traffic management with services from the City's police department; provided, however, that Developer must reimburse the City for the actual costs incurred by the City (without markup) in providing such services, and any standby fire and emergency medical services, to support the Project's events, consistent with the City's standard practice for comparable events and venues. The event-specific traffic management plan will require coordination with, and approval by, UDOT.

d. To the extent reasonably practicable, so long as no undue financial or administrative burdens are imposed on the City, the City will consider and, where appropriate, support and administer public financing mechanisms to assist in financing the infrastructure and improvements required for the Project, including, without limitation, the following:

    i. community reinvestment areas, tax increment financing, and other project area revenues, including property tax increment, sales and use tax revenue sharing, and other revenues lawfully available through such project areas;

    ii. public infrastructure districts and similar district-based financing mechanisms;

    iii. infrastructure financing districts, dedicated infrastructure districts, assessment areas, assessment bonds, and similar district or assessment-based financing structures;

iv. reimbursement agreements, reimbursement districts, cost-sharing arrangements, and other lawful repayment or recapture mechanisms for Project-serving improvements;

v. public-private partnership structures, lease-revenue structures, revenue bonds, or other public financing tools; and

vi. county tourism funds.

For clarification, each of the above-referenced financing mechanisms will be evaluated by the City on a case-by-case basis, when requested by Developer, according to the improvement and funding needs of the Project; provided, however, that the City has no obligation to implement or approve any of them unless and until the City Council, in the independent exercise of its legislative and policy-making authority, elects to approve one or more of these financing and funding mechanisms for the Project.

Following approval of the Project, the City and Developer will work in good faith to process later-stage implementation items, including civil plans, grading permits, building permits, utility approvals, inspections, and related administrative approvals, in a coordinated and timely manner. The City may not unreasonably withhold, condition, or delay such approvals where the applicable submittal is consistent with this Agreement and applicable law. The parties further acknowledge that later-stage documentation may be required to implement the Project and will cooperate in good faith in the preparation, review, and approval of such documentation.

10. Grading and Site Adaptation. Substantial portions of the Property consist of previously mined and disturbed gravel-pit terrain rather than intact undisturbed hillside. Construction and final site configuration for the Project may therefore require continued refinement of grading, retaining, drainage, revegetation, pad creation, parking layout, utility placement, and related site-adaptation measures. Such refinements and grading activities are permitted within the vested framework established by this Agreement in order to prepare the site for the intended development of the Project. Developer must comply with the City's hillside development ordinances and may not disturb any slope greater than 30% that has not been previously disturbed without first obtaining approval through the applicable City variance process as part of project plan approval before the Planning Commission.

11. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the uses, maximum caps, 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., §10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).

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 that are generally applicable to all properties in the City and that 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, AASHTO 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 that are adopted pursuant to State law.

    6. Impact Fees. Impact Fees or modifications thereto that 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 may not modify the Developer's vested right as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Section 10-20-101 et seq. 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.

12. Default. An "**Event of Default**" occurs under this Agreement if any party fails to perform a material obligation expressly required hereunder when due and the defaulting party has not performed or cured the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party is not 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 uncured Event of Default, the non-defaulting party has the right to exercise 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; provided, however, that termination is available only for a material uncured Event of Default that substantially frustrates the essential purpose of this agreement as to the affected portion of the Property or Project.

2. The right to withhold 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; provided, however, that any such withholding must be reasonably and directly related to the specific obligation that remains in uncured default and may not be used to withhold, delay, or impair unrelated approvals, licenses, permits, inspections, or rights associated with other portions of the Project.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party; provided, however, that any such draw is limited to security specifically posted to secure the obligation that remains in uncured default and is limited to the amount reasonably necessary to cure such default.

The rights and remedies set forth herein are cumulative, subject to the limitations expressly set forth in this Section.

13. Notices. Any notices, requests and demands required or desired to be given hereunder must be in writing and must 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: Vesper Property Company
Attn: Spencer Shumway
135 N. 1400 E.
Pleasant Grove, Utah 84062
Phone: (801) 372-5722

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

14. 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. Property Acquisition Contingency. Notwithstanding any other provision to the contrary in this Agreement, this Agreement does not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property within one (1) year after the date of approval of this Agreement by the Provo City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.

c. Binding Effect. Subject to the other provisions hereof, this Agreement inures 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. Unless this Agreement is terminated pursuant to the provisions herein, the terms of this Agreement shall remain in effect in perpetuity.

d. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is 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 that 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.

e. 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 does 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

f. 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.

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

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

i. Performance. Each party, person and/or entity governed by this Agreement must 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 Concept Plans, certificates of occupancy or other approvals associated therewith.

j. 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.

k. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguity is construed against the drafting party applies to the interpretation or enforcement of this Agreement.

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

m. Approval and Authority to Execute. Each of the Parties represents and warrants that, 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.

n. Deadlines.

i. Developer has a period of up to three years from the date of closing on the purchase of the portion of the Property intended to be purchased from the City to commence construction. Delay in commencement during such three-year period does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project implementation. The parties acknowledge that additional time may reasonably be required during such period for financing, regulatory approvals, agency coordination, engineering refinement, utility coordination, third-party approvals, market conditions, business terms, operational planning, and related implementation matters. For purpose of this Section, "commence construction" means that the footings and foundation for the amphitheater venue have been poured and have passed inspection.

ii. Developer has a period of up to seven years from the date of closing on the purchase of the portion of the Property intended to be purchased from the City to achieve Substantial Completion. During that period, lack of Substantial Completion does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project completion. For purposes of this Agreement, "**Substantial Completion**" means that the principal venue improvements, the venue parking, the hotel, at least 75% of the commercial uses shown on the Concept Plan, and all infrastructure necessary to allow all the above listed uses to operate as intended have been completed and are available for their intended use, notwithstanding minor or immaterial variations from the Concept Plan. The seven-year period may be extended by mutual written agreement of the Parties.

o. Zoning Reversion. If Developer fails to achieve either of the deadlines described in Subsection 14(n), the City has the right, but not the obligation, in the sole discretion of the City Council, to revert the zoning designation of the Property to the zoning designation in effect immediately prior to the rezoning approved in connection with this Agreement.

p. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Concept Plan 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 has 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 terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited in any manner.

15. 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 must 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 must 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 must 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 is released from any future obligations as to those obligations that are assigned but remains responsible for the performance of any obligations that were not assigned.

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

d. Assignee Bound by this Agreement. Any assignee must 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.

16. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed 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 that sale may only occur if this Agreement is assigned to the buyer in accordance with this Agreement.

17. No Waiver. Any party's failure to enforce any provision of this Agreement does 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 may not be construed as a waiver of any succeeding breach of the same or other provisions.

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

19. 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 excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

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

**CITY:**

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By:_____
Mayor Marsha Judkins

**DEVELOPER:**

VESPER PROPERTY COMPANY, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

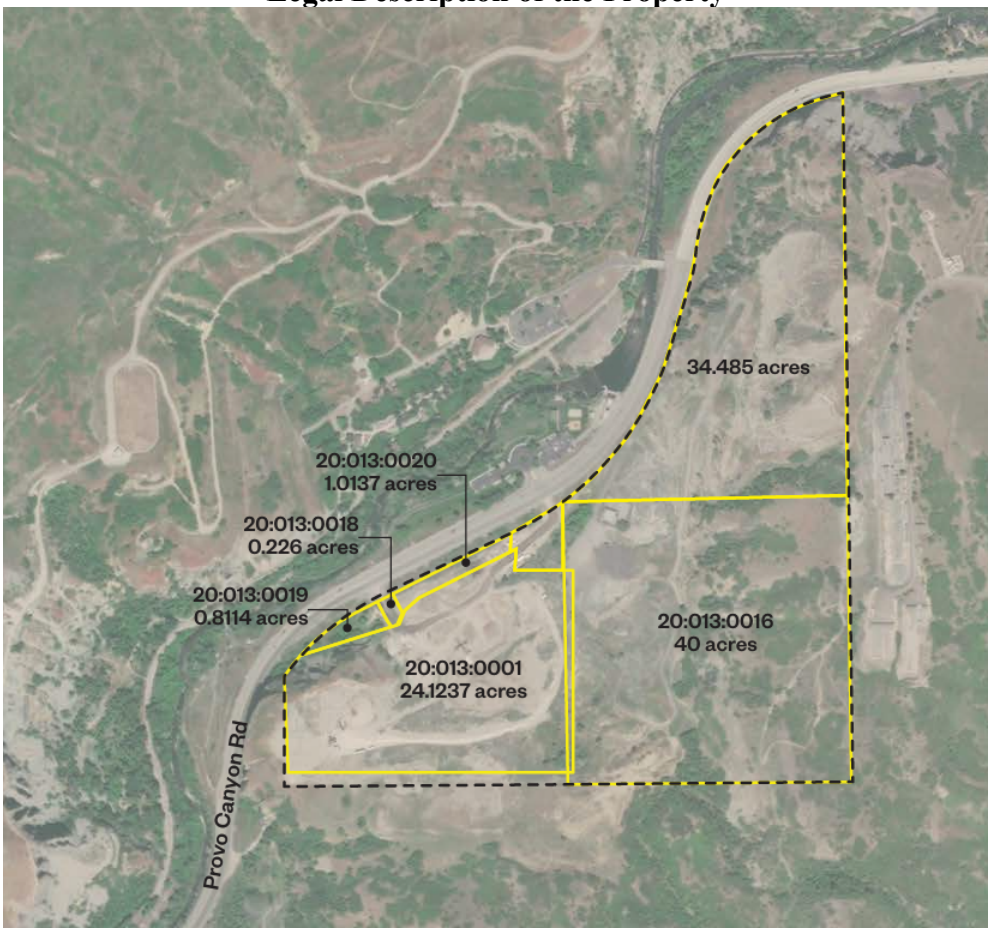
STATE OF UTAH )
:ss
COUNTY OF UTAH )

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____

Notary Public
Residing at:

**Exhibit A**
**Legal Description of the Property**




**Legal Descriptions**

The following legal description is from the Utah County Parcel Map and will be replaced with the boundary legal description being prepared.

**Serial Number:** 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA 24.124 AC.

**Serial Number:** 20:013:0020

**Taxing Description:** COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4

FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB. AREA 1.014 AC.

**Serial Number:** 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB. AREA 0.226 AC.

**Serial Number:** 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB. AREA 0.811 AC.

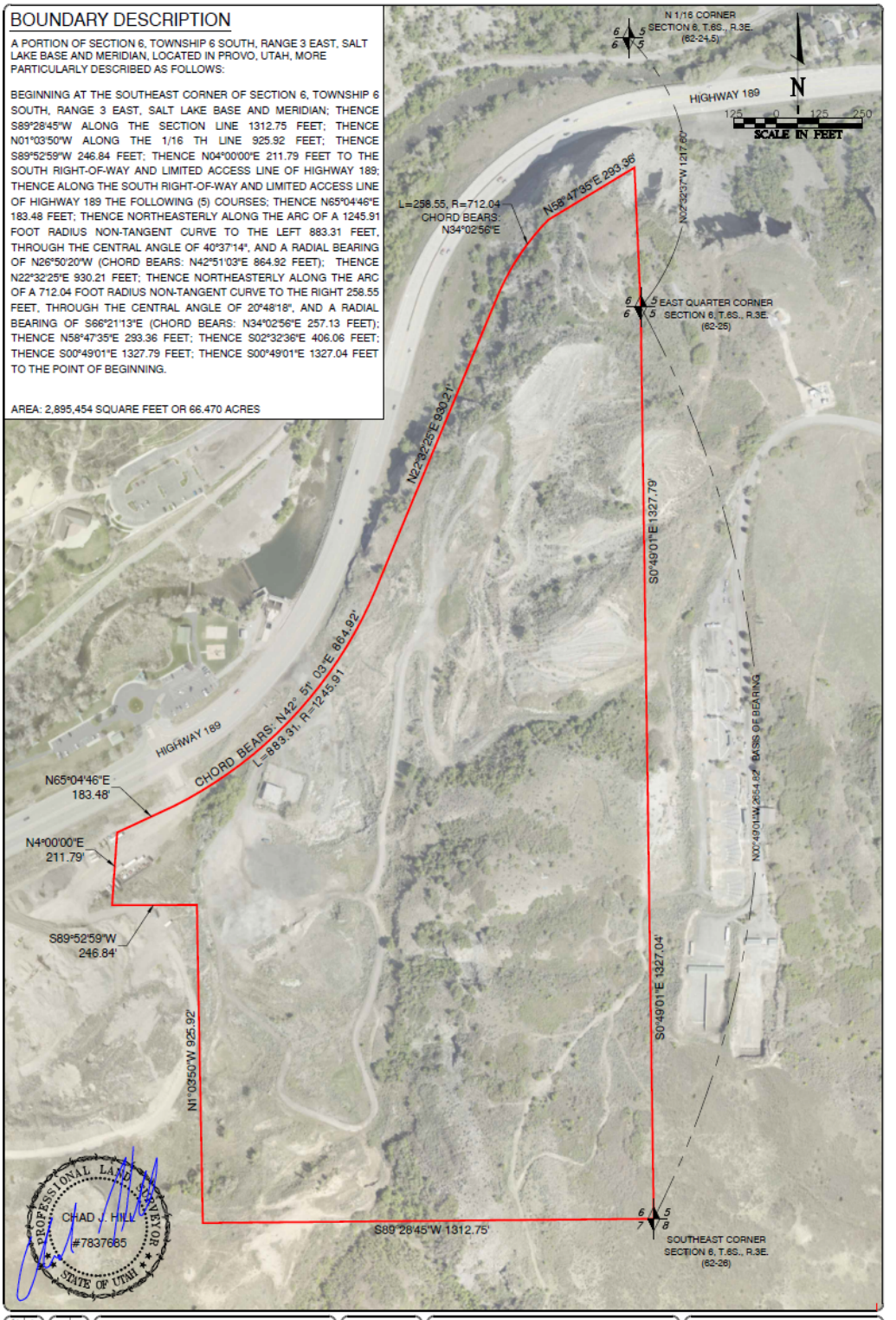
**Serial Number:** 20:013:0016 and the 34.485-acre parcel is as follows:

## BOUNDARY DESCRIPTION

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

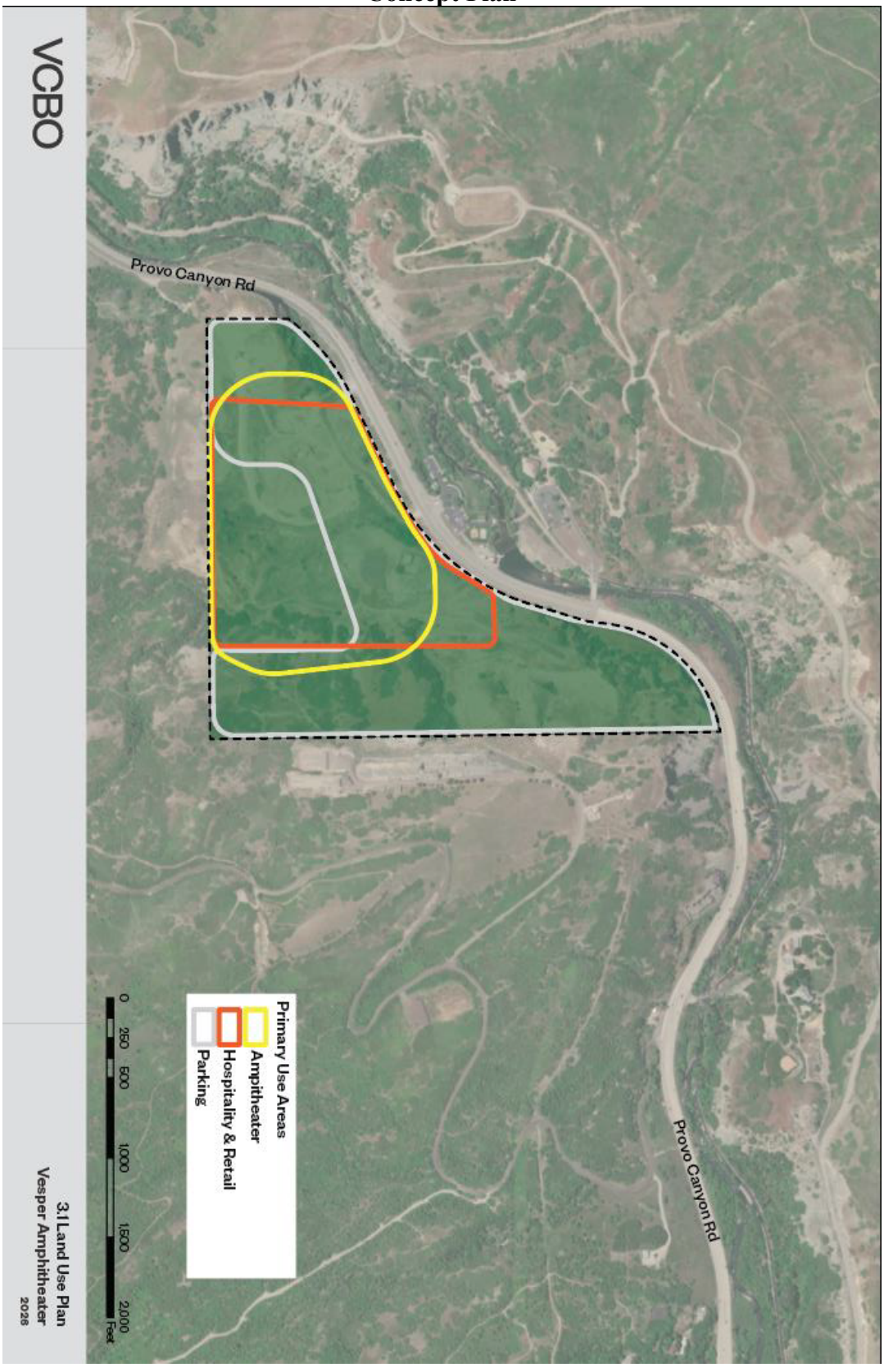
AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES

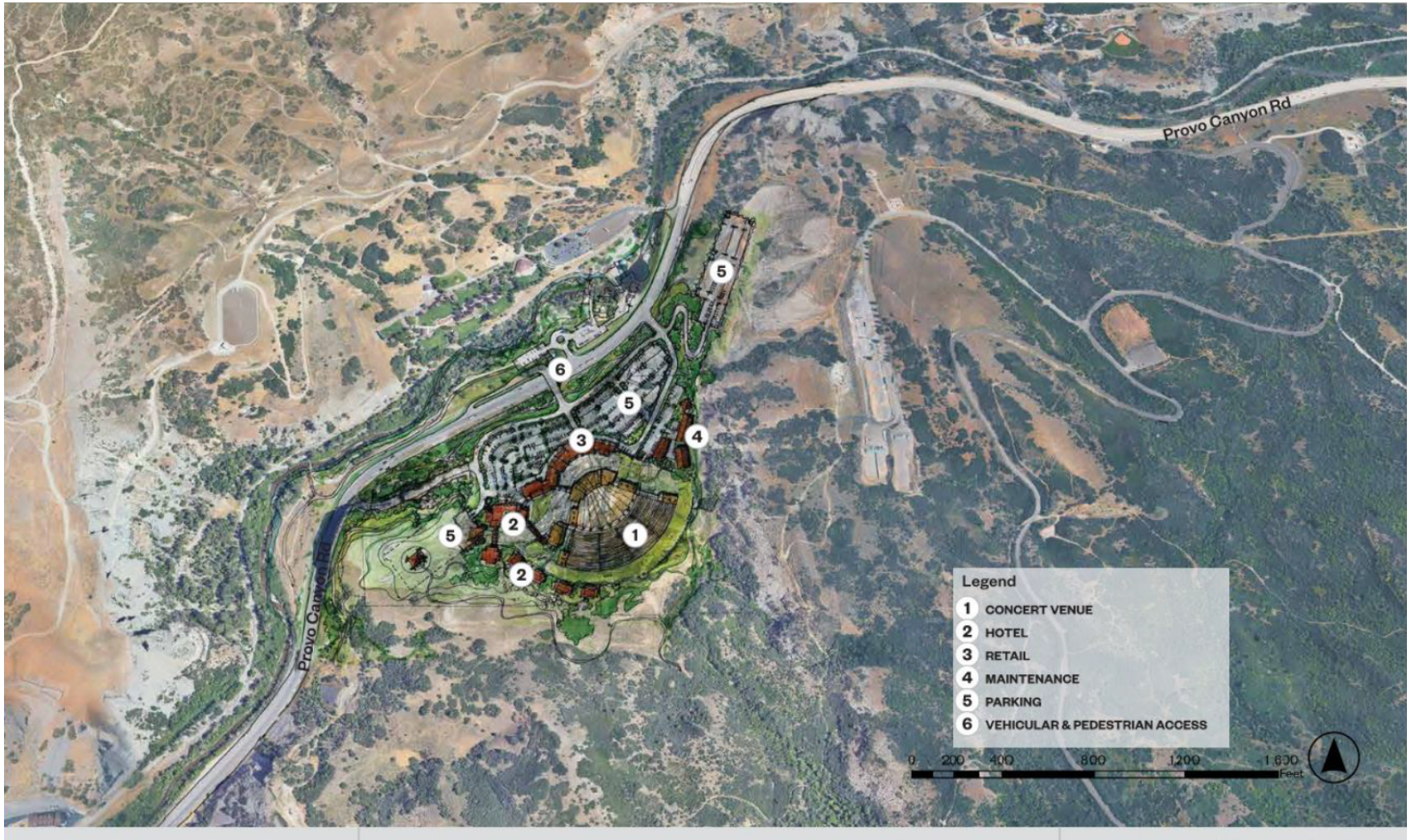



| Drawing | Engineering File Number | PROVO CITY<br>PROVO CANYON PROPERTY<br>MAY 2026<br>PROVO CITY ZONE CHANGE | | REMARKS<br>1. |
|---|---|---|---|---|
| Sheet 1 of 1 | - | | | |

provo PUBLIC WORKS ENGINEERING

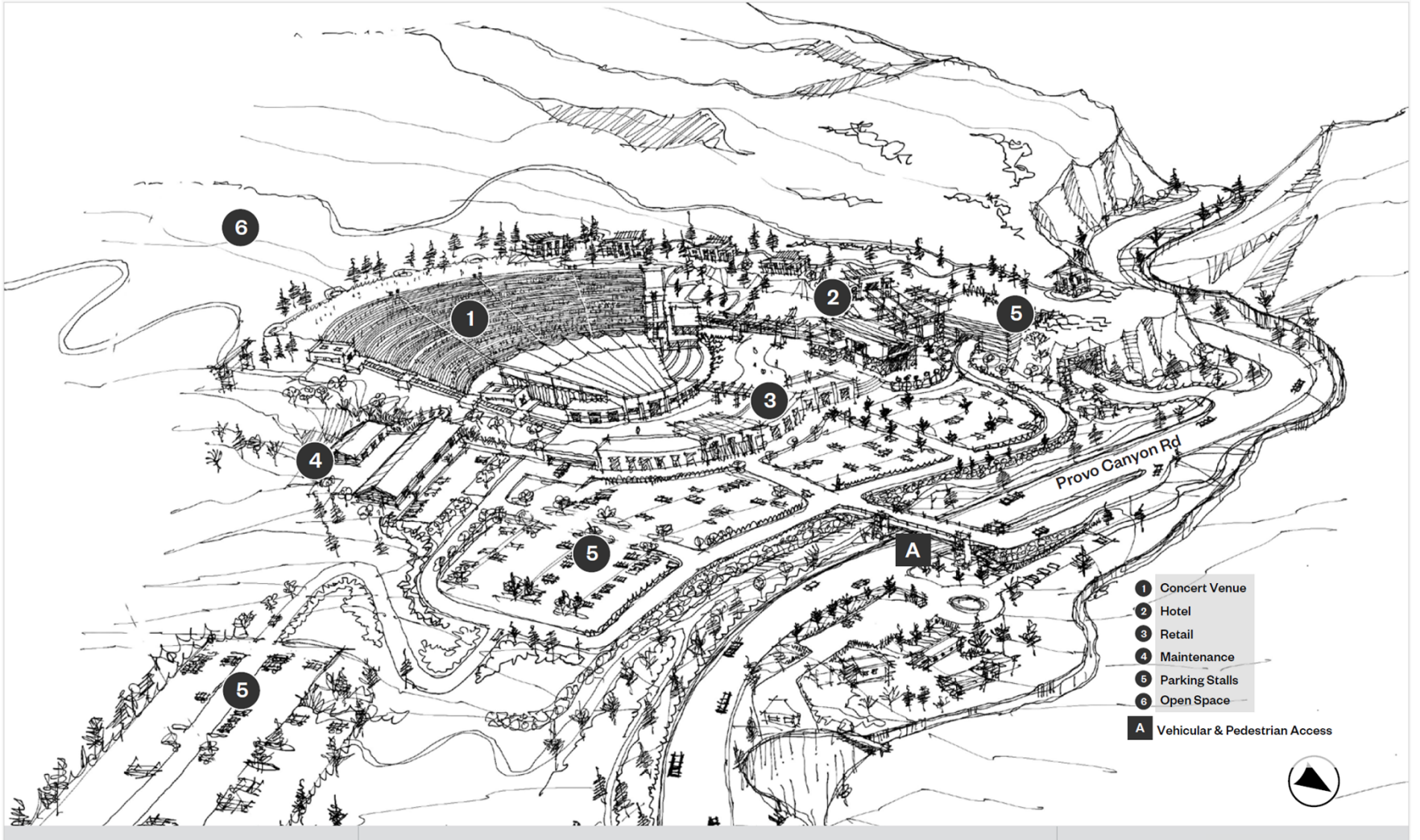
**Exhibit B**
**Concept Plan**






VCBO

3.1 Concept Site Plan
Vesper Amphitheater
2026




VCBO

**Project Sketch (Conceptual Elevations)**
**Vesper Amphitheater**
These exhibits are subject to the application disclaimer and may change.

# ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT

## Provo City / Vesper Property Company Framework Addendum

This Addendum No. 2 ("Addendum") is attached to and incorporated into the Real Estate Purchase Contract ("REPC") between **City of Provo**, a Utah municipal corporation ("City" or "Seller"), and **Vesper Property Company, LLC and/or assigns** ("Vesper" or "Buyer"), regarding the property depicted on Exhibit A to the REPC (the "City Property"). To the extent this Addendum conflicts with the REPC or any prior addendum or counteroffer, this Addendum controls. This Addendum supersedes and replaces in its entirety the prior Addendum No. 1 submitted by Buyer.

### 1. Nature of This Agreement; Framework Transaction

The parties acknowledge that this transaction involves a proposed exchange of real property between the City and Vesper, the terms of which cannot be fully determined as of the date of this Addendum. Material terms, as outlined in the provisions below, remain to be finalized and mutually agreed upon. This Addendum and the REPC together establish a framework under which the parties will work in good faith toward a definitive exchange transaction, with milestones ("Gates"), explained below, that must each be satisfied by mutual written agreement before the parties become obligated to close. Either party may terminate the REPC, including all Addenda that are part of the final agreement, (the "Complete REPC") if any Gate described below is not satisfied, without liability to the other party.

### 2. Council Approval as Condition Precedent to Formation

Notwithstanding the Mayor's execution of the REPC and this Addendum, no contract exists between the parties, and neither party has any binding obligation hereunder, unless and until the Provo City Municipal Council ("Council") approves the REPC, including all relevant Addenda, by formal action. The Mayor's signature constitutes a recommendation to Council and a willingness to proceed subject to Council approval. It does not constitute a binding commitment by the City. The Council has until the date of its final approval of the rezone to agree in writing to the final terms of this transaction; otherwise the Complete REPC will be of no force or effect, no party will have any liability to the other, and any deposits or payments made will be returned. Nothing in this Addendum may be construed to limit, condition, or pre-commit the Council's legislative discretion regarding any rezone, general plan amendment, development agreement, or other legislative approval related to the Vesper project, nor the Planning Commission's discretion regarding any administrative approval.

### 3. Transaction Gates

Simultaneous with, or following, Council approval of the REPC and this Addendum under Section 2, the parties will proceed through any of the following Gates that have not already been completed. Although the Gates are numbered for convenience, they need not be satisfied strictly in sequence, and certain Gates may be pursued and satisfied concurrently to the extent practicable. Each Gate requires mutual written agreement of the parties. If the parties fail to reach mutual written agreement at any Gate, either party may terminate the Complete REPC by written notice to the other, with no liability and no damages of any kind, and any deposits or payments shall be returned. With respect to determinations to be made by the City, satisfaction of the Gates will be determined as follows:

a. the City Council will determine by means of formal Council resolution or ordinance:

    i. the exact description of the city property to be conveyed, the Vesper property to be conveyed in exchange, the valuation of each, and the equalization of the consideration, all as described in Gates 1 and 3 through 5. This action will be done

via a resolution approving the terms of the surplusing of the City property to be conveyed; and

ii. any legislative approval required by Gate 2, including approval of zone map amendments, general plan amendments, and any development agreement; and

b. all other City determinations shall be made by the Mayor as evidenced by her written approval of each such determination.

**3.1 Gate One — Definition of the City Property to Be Conveyed.** The parties must determine and agree in writing on the precise extent of the City Property to be conveyed to Buyer, including whether the conveyance comprises (a) the entire parcel depicted on Exhibit A, with Buyer developing a portion of the parcel and dedicating the remainder to trail and open-space use and a conservation easement, or (b) only the portion of the parcel to be developed, with the City retaining the balance of the parcel. The parties must also agree on the corresponding legal description, acreage, and configuration of the City Property to be conveyed and on the intended treatment of any retained, trail, open-space, or conservation-easement areas. This Gate is satisfied when both parties have agreed in writing to the definition and legal description of the City Property to be conveyed.

**3.2 Gate Two — Project Approvals.** Buyer will pursue, and the parties will cooperate as appropriate, regarding the approvals necessary for the Vesper project, including the legislative approvals of any rezone, general plan amendment, and development agreement. Nothing in this Addendum obligates the City, the Council, the Planning Commission, or any other City body to approve any legislative, administrative, or quasi-judicial application, and any such approvals remain wholly within the discretion of the applicable decision-making body. This Gate is satisfied when all such approvals necessary for the Vesper project have been granted to Buyer's reasonable satisfaction.

**3.3 Gate Three — Vesper Exchange Property Identification.** The parties will identify and legally describe any real property that Vesper will convey to the City as part of the exchange. This Gate is satisfied when both parties have agreed in writing to the legal description, acreage, configuration, and condition of the Vesper exchange property.

**3.4 Gate Four — Valuation.** The parties will agree in writing on the methodology for valuing the City Property and the Vesper exchange property, complete the valuations, and agree in writing on the resulting values. Valuation shall be conducted consistent with applicable Provo City ordinances governing the disposal or exchange of City real property, including Provo City Code Chapter 3.04 to the extent applicable. This Gate is satisfied when both parties have agreed in writing to the values of both properties.

**3.5 Gate Five — Equalizing Consideration.** If the values of the properties to be exchanged are not equal, the parties will agree in writing on the equalizing consideration, which may include cash, credits, valuation adjustments, infrastructure-related credits, or other lawful consideration. This Gate is satisfied when both parties have agreed in writing to the form and amount of equalizing consideration.

**3.6 Gate Six — Survey, Title, and Final Legal Descriptions.** Each party will obtain a survey and title commitment for the property it is acquiring, and the parties will agree in writing on the final legal descriptions and title condition of both properties. This Gate is satisfied when both parties have agreed in writing that the survey, title, and final legal description matters are acceptable.

**3.7 Gate Seven — UDOT Approvals and Access.** Buyer will obtain such UDOT approvals, access rights, and written feedback regarding the City Property as Buyer deems material to its intended use. This Gate is satisfied when Buyer has confirmed in writing that UDOT-related matters are acceptable to Buyer. This Gate may be satisfied or waived at Buyer's sole discretion.

**3.8 Gate Eight — Due Diligence.** Buyer has a due diligence period of 150 days from the Council approval of the Complete REPC to investigate the City Property. Buyer's due diligence is subject to Section 5 (As-Is Conveyance) below. This Gate is satisfied when Buyer has confirmed in writing that due diligence is complete and acceptable or has waived the due diligence period, or any remaining period of it. If Buyer does not take the action necessary to satisfy this Gate within the due diligence period, or any mutually agreed extension of it, City may terminate the Complete REPC.

**3.9 Gate Nine — Definitive Closing Documents.** The parties will agree in writing on the form of all closing documents, including deeds, the repurchase option instruments described in Sections 6 and 7 below, and any other instruments necessary to consummate the exchange. This Gate is satisfied when both parties have agreed in writing to the form of all closing documents.

**3.10 Closing.** Closing shall occur within 30 days after satisfaction of all Gates, or such longer period as the parties may agree in writing.

## 4. No Implied Obligation to Reach Agreement

The parties acknowledge that the Gates require mutual written agreement and that neither party is obligated to agree to any particular term, condition, value, or document at any Gate. Failure to reach mutual written agreement is not a default and does not give rise to any claim, damages, or remedy of any kind. Each party's right to terminate at any Gate is absolute, except where a Gate explicitly contemplates satisfaction or termination only by a specific party, and may be exercised for any reason or no reason.

## 5. As-Is Conveyance; Environmental; Release

**5.1 As-Is, Both Parcels.** The City Property and the Vesper exchange property will each be conveyed strictly "as-is, where-is, with all faults," with no representations or warranties of any kind, express or implied, regarding environmental condition, suitability for any particular use, or any other matter, except for the warranty of title contained in the deed. Environmental conditions on either property will not reduce the agreed value of that property, will not be the basis for any valuation adjustment or remediation credit, and will not be the basis for any termination right other than a party's general right to terminate at a Gate.

**5.2 Buyer's Acceptance of City Property and Adjacent Conditions.** Buyer acknowledges that the City Property is adjacent to the Provo Gun Club, that the Gun Club has historically operated on adjacent City-owned land, and that materials including but not limited to shotgun shells, lead, clay target fragments, and other debris associated with Gun Club operations may have migrated onto the City Property. Buyer accepts the City Property subject to all such historical and existing conditions, including any migration that has occurred prior to closing, and waives any and all claims against the City arising from or related to such conditions, whether known or unknown, including claims under CERCLA, Utah environmental statutes, common law nuisance, trespass, negligence, or any other theory. Buyer further acknowledges that the Gun Club may continue to operate on adjacent City-owned land through and beyond closing, and Buyer waives any nuisance, trespass, or similar claim arising from the Gun Club's lawful operation prior to its closure.

**5.3 Reciprocal Release.** The City likewise accepts the Vesper exchange property subject to all environmental and physical conditions existing as of closing and waives any claim against Buyer arising from such pre-closing conditions, whether known or unknown.

**5.4 Post-Closing Indemnification.** Buyer will indemnify, defend, and hold harmless the City from any third-party claim arising from environmental conditions on the City Property after closing, except to the extent caused by the City's post-closing acts or omissions on adjacent City-owned property. The City will indemnify, defend, and hold harmless Buyer from any third-party claim arising from

environmental conditions on the Vesper exchange property after closing, except to the extent caused by Buyer's post-closing acts or omissions.

**5.5 Survival.** This Section 5 survives closing and any termination of this Addendum.

## 6. Repurchase Option — Failure to Commence Construction

If Buyer does not commence construction of the Vesper project on the City Property within three years after closing on the City Property, the City shall have an option to repurchase the City Property as follows:

**6.1 Notice and Cure.** Before exercising the option, the City must give Buyer written notice. Buyer has 60 days after such notice to commence construction or demonstrate that construction has commenced.

**6.2 Commencement of Construction Defined.** "Commencement of construction" means Buyer has (a) obtained all permits required to begin material site work on the City Property, (b) commenced material site work, grading, infrastructure installation, utility work, access improvements, or vertical construction on the City Property, and (c) is thereafter pursuing construction continuously and in good faith. Preliminary engineering, design work, permit applications, planning approvals, and similar pre-construction activities do not constitute commencement of construction.

**6.3 Exercise and Closing.** If the option is triggered and not cured under Section 6.1, the City may exercise the option by written notice within 90 days after expiration of the cure period. Repurchase closing must occur within 30 days after exercise.

**6.4 Repurchase Price.** The repurchase price will equal the agreed value of the City Property as established at Gate Four, adjusted for any cash equalization, valuation adjustments, or other closing adjustments made in the original exchange, plus documented carrying costs. No amount will be paid for improvements, permits, design work, planning approvals, or other pre-construction costs.

**6.5 Termination of Option.** This option terminates automatically upon commencement of construction as defined in Section 6.2.

## 7. Repurchase Option — Failure to Complete Construction

If Buyer commences construction of the Vesper project but fails to complete the project within seven years after closing on the City Property, the City has an option to repurchase the City Property as follows:

**7.1 Notice and Cure.** Before exercising the option, the City must give Buyer written notice. Buyer has 120 days after such notice to achieve completion or to enter into a written remediation agreement acceptable to the City providing a reasonable schedule for completion.

**7.2 Completion of Construction Defined.** "Completion of construction" means substantial completion of the Vesper project on the City Property as defined in the Development Agreement.

**7.3 Exercise and Closing.** If the option is triggered and not cured under Section 7.1, the City may exercise the option by written notice within 90 days after expiration of the cure period. Repurchase closing must occur within 90 days after exercise.

**7.4 Repurchase Price.** The repurchase price will equal the agreed value of the City Property as established at Gate Four, adjusted for any cash equalization, valuation adjustments, or other closing adjustments made in the original exchange, plus the reasonable cost of usable improvements placed on the City Property by Buyer. "Usable improvements" means improvements that have residual functional or

economic value to the City as the City determines in good faith, but does not include work done that does not have functional value absent the unfinished portions of the project. For avoidance of doubt, completed surface parking, structured parking, infrastructure improvements, etc. do not have functional value if the amphitheater venue they were intended to serve is not completed. Carrying costs, financing costs, design and engineering costs, abandoned or unusable work, demolition costs, and lost-opportunity costs are excluded from the repurchase price.

**7.5 Termination of Option.** This option terminates automatically upon completion of construction as defined in Section 7.2.

## 8. Treatment of Repurchase Options With Respect to Financing

The treatment of the repurchase options in Sections 6 and 7 in relation to project financing, lender rights, and possible subordination remains subject to further review and mutual agreement before closing.

## 9. Recordation of Repurchase Options

The repurchase options in Sections 6 and 7 must be memorialized in a recordable instrument agreed upon at Gate Ten and recorded against the City Property at closing.

## 10. Assignment

**10.1 Assignment to Affiliated Entity.** Buyer may assign the REPC and this Addendum to a subsidiary, parent, affiliate, or other entity under common control or common ownership with Buyer or Vesper, upon written notice to the City and subject to the City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

**10.2 Other Assignment.** Any other assignment requires the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion.

**10.3 No Release.** No assignment relieves Buyer of any obligations accrued before assignment.

## 11. Remedies and Damages

**11.1 Exclusive Remedies.** The parties' exclusive remedies under this Addendum and the REPC are (a) termination at any Gate as provided herein, with no liability, and (b) the City's repurchase options under Sections 6 and 7. The default and remedy provisions of the REPC, including Sections 8.3(b)(iii), 16, and any liquidated damages or specific performance remedies, do not apply to this transaction and are superseded by this Addendum.

**11.2 No Specific Performance Against City.** Buyer may not seek and is not entitled to specific performance against the City under any circumstance. Buyer's sole remedy for any City non-performance is termination.

**11.3 No Consequential Damages.** Neither party may recover consequential, special, punitive, speculative, or lost-opportunity damages.

**11.4 No Brokerage.** No broker is involved, and no brokerage commission is owed by either party.

## 12. REPC Provisions Not Applicable

To the extent any provision of the REPC requires residential disclosures, personal-property disclosures, appliance disclosures, HOA disclosures, lead-based paint disclosures, financing contingencies, appraisal

contingencies as ordinarily understood, or other items not applicable to this land exchange between a municipality and a developer, such provisions do not apply. The earnest money provisions of the REPC do not apply; no earnest money is required or deposited.

## 13. Post-Closing Project Matters

Post-closing obligations related to the Vesper project, including water tank, transmission line, road, sewer, infrastructure, trail and conservation easements, use restrictions, public-access rights, and other project obligations, are governed by the Development Agreement, Concept Plan, vesting ordinance, or other applicable project approvals adopted by the City. Such obligations are not expanded, modified, or limited by implication under the REPC or this Addendum.

## 14. Miscellaneous

**14.1 Closing Costs.** Each party must pay its own closing costs, title policy costs for the property it is acquiring, and survey costs. Escrow fees will be split equally. Each party must pay any rollback taxes or similar charges applicable to the property it conveys.

**14.2 Governing Law.** This Addendum is governed by Utah law.

**14.3 Authority.** Each signatory represents authority to sign, subject to Section 2 (Council Approval).

**14.4 Exhibits.** Exhibit A (City Property Legal Description) is attached, subject to changes made pursuant to Gate One. Exhibit B (Vesper Exchange Property Legal Description) shall be attached when finalized at Gate Three.

**14.5 Entire Agreement.** The REPC, as modified by this Addendum, constitutes the entire agreement of the parties regarding this transaction and supersedes all prior negotiations, proposals, and drafts, including any prior Addendum No. 1.

**CITY:**

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By:_____
Mayor Marsha Judkins

**DEVELOPER:**

VESPER PROPERTY COMPANY, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

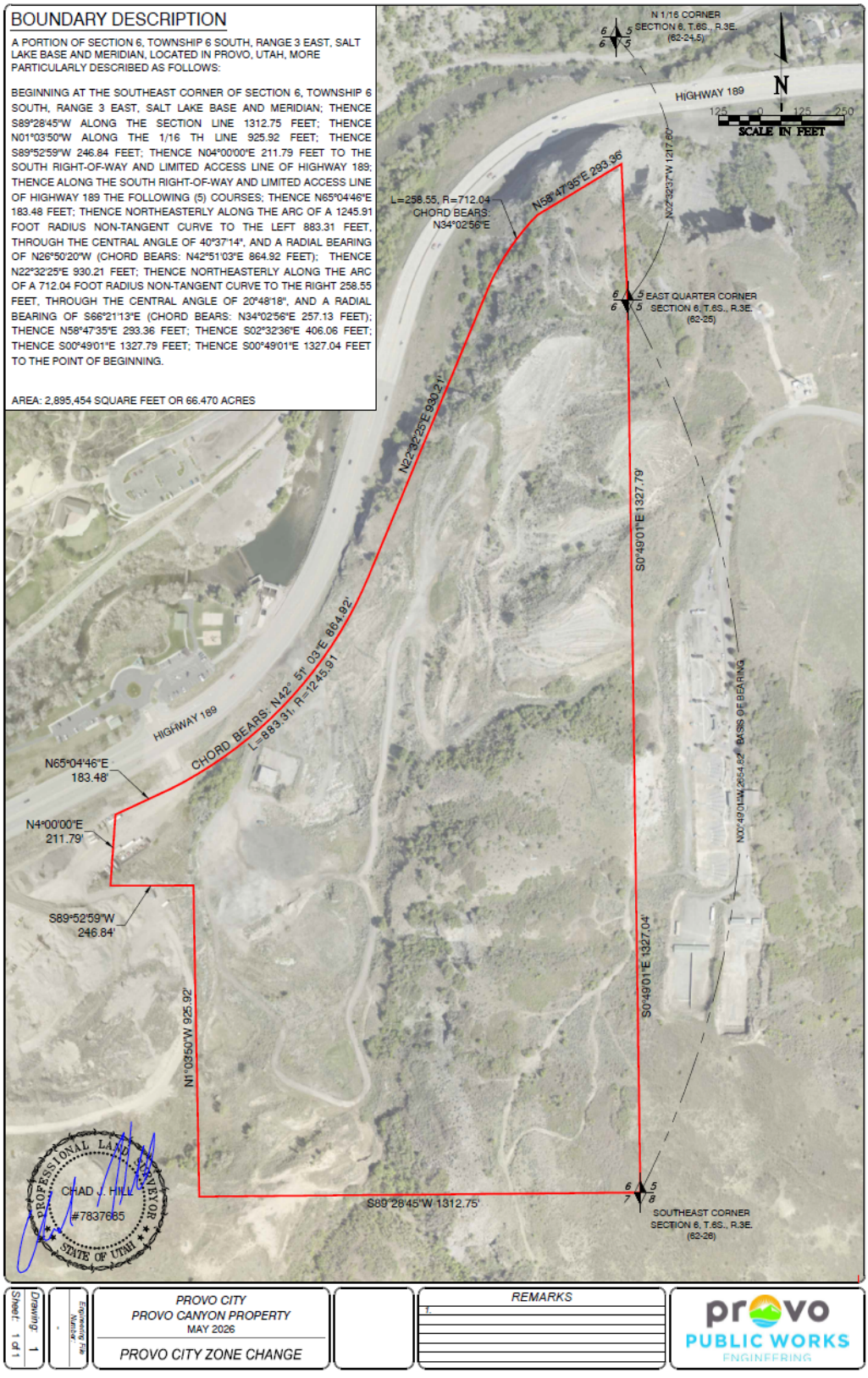

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BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'16", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.
AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES
N 1/16 CORNER SECTION 6, T.6S., R.3E. (62-24.5)
HIGHWAY 189
N
125 0 125 250'
SCALE IN FEET
L=258.55, R=712.04
CHORD BEARS: N34°02'56"E
N58°47'35"E 293.36'
N2°32'25"W 1217.60'
EAST QUARTER CORNER SECTION 6, T.6S., R.3E. (62-25)
N22°32'25"E 930.21'
S0°49'01"E 1327.79'
CHORD BEARS: N42° 51' 03"E 864.92'
L=883.31, R=1245.91'
HIGHWAY 189
N65°04'46"E 183.48'
N4°00'00"E 211.79'
S89°52'59"W 246.84'
N0°49'01"W 2654.82' BASIS OF BEARING
N1°03'50"W 925.92'
S0°49'01"E 1327.04'
PROFESSIONAL LAND SURVEYOR
CHAD J. HILL
#7837685
STATE OF UTAH
S89°28'45"W 1312.75'
SOUTHEAST CORNER SECTION 6, T.6S., R.3E. (62-26)
Sheet 1 of 1
Drawing 1
Engineering File Number
PROVO CITY
PROVO CANYON PROPERTY
MAY 2026
PROVO CITY ZONE CHANGE
REMARKS
provo
PUBLIC WORKS
ENGINEERING

**Exhibit B**

**Vesper Exchange Property Legal Description**

Parcel ID: 15:019:0001

Legal Description:

SW 1/4 OF NW 1/4 SEC. 25, T5S, R3E, SLB&M.

# PROVO MUNICIPAL COUNCIL
# WORK SESSION
# STAFF REPORT

| | |
|---|---|
| **Submitter:** | MMCNALLEY |
| **Presenter:** | Melissa McNalley, Redevelopment Agency Director |
| **Department:** | Development Services |
| **Meeting Date:** | 8/11/2026 |
| **Requested Duration (Minutes):** | 30 minutes |
| **CityView or Issue File Number:** | 26-047 |

**SUBJECT:** 11 A resolution authorizing the Redevelopment Agency of Provo City to enter into a participation agreement for the Lakeview Parkway Community Reinvestment Area (26-047)

**ADMINISTRATIVE RECOMMENDATION:** A resolution allowing the Redevelopment Agency to enter into a point of sales tax participation agreement with Foulger Pratt/Walmart Corp.

**ADMINISTRATIVE MEMO:** This is a resolution allowing the RDA to enter a participation agreement with Foulger Pratt/Walmart. The agreement will be contingent on RDA Board approving this item and the RDA receiving Point of Sales tax from Provo City.

**FISCAL IMPACT:** 50% of Provo's portion of Point of Sales tax for Lakeview Parkway parcel

**COUNCIL STAFF MEMO:**

RESOLUTION <<Document Number>>

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO A PARTICIPATION AGREEMENT FOR THE LAKEVIEW PARKWAY COMMUNITY REINVESTMENT AREA (26-047)

RECITALS:

It is proposed that the Governing Board of the Redevelopment Agency of Provo City (the Agency Governing Board) approve and enter into the attached Participation Agreement (EXHIBIT A);

The Agreement provides that the Agency consents to Walmart Corp receiving certain point of sale tax increment from sales generated at the store location within the Lakeview Parkway Community Reinvestment Area (the "Project Area") attributable to the Point of Sales tax generated at the parcel indicated in the attached EXHIBIT B;

On August 11, 2026, the Governing Board of the Redevelopment Agency met to consider 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 facts presented to the Governing Board, the Council finds that (i) the Agreement attached as Exhibit A should be approved; and (ii) the Chief Executive Officer, or her designee, should be authorized to execute the Agreement; and (iii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Agency Governing Board resolves as follows:

PART I:

The Agency Governing Board consents to entering the Participation Agreement for the Lakeview Parkway Community Reinvestment Project Area attached as Exhibit A and authorizes the Agency Executive Director to execute the Agreement.

PART II:

This resolution takes effect immediately.