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## **PROVO MUNICIPAL COUNCIL**

### **Redevelopment Agency of Provo**

#### **Regular Meeting Minutes**

5:30 PM, Tuesday, February 20, 2018

Room 200, Municipal Council Chambers

351 West Center, Provo, Utah

### **Opening Ceremony**

#### **Roll Call**

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

Council Member George Handley

Council Member David Knecht

Council Member George Stewart

Council Member Gary Winterton (arrived 5:45 p.m.)

Council Attorney Brian Jones

Mayor Michelle Kaufusi

Council Member David Harding

Council Member David Sewell

Council Member Kay Van Buren

Council Executive Director Clifford Strachan

Chief Administrative Officer Wayne Parker

Conducting: Vice-Chair David Harding until 5:45 p.m. and Chair Winterton for the remainder of the meeting.

**Prayer** – Clifford Strachan

**Pledge of Allegiance** – Clifford Strachan

#### **Approval of Minutes**

- **February 6, 2018 Council Meeting**

The Council Meeting minutes for February 6, 2018 were approved by unanimous consent.

### **Presentations, Proclamations, and Awards**

#### **1 Presentation of the Employee of the Month for February 2018. (0:11:38)**

Brian Jones, Council Attorney, presented Karyn Walker, Legal Executive Office Assistant, as the February 2018 Employee of the Month. Ms. Walker had worked for the City Attorney's Office for four years and had recently graduated from Utah Valley University. Mr. Jones said she had worked many weekends to transition the criminal prosecution software to a new platform. Additionally, Ms. Walker was a Utah Prosecutorial Assistants Association Board member. Ms. Walker was a dedicated employee and joy to be around.

#### **Public Comment (0:16:51)**

Fifteen minutes had been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda. Vice-Chair Harding opened public comment.

Pam Jones, Provo, presented Mayor Kaufusi with an “Easy” button and shared that she had previously given one to former Mayor Curtis. She explained that whenever former Mayor Curtis had questions, people would refer him to Mr. Parker for everything, Mr. Parker was his “Easy” button.

## Consent Agenda

Recess as the Municipal Council and convene as the Redevelopment Agency.

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**Motion:** Council Member Knecht made a motion to adjourn as the Municipal Council and convene as the Redevelopment Agency. Council Member Sewell seconded the motion.

Chair Winterton called for a vote on the motion.

**Roll Call Vote:** The motion Passed 7:0 with Council Members Handley, Harding, Knecht, Sewell, Stewart, Van Buren, and Winterton in favor.

## Redevelopment Agency of Provo

### **2 Resolution 2018-RDA-02-20-1 appropriating \$284,295 in the New Development Fund for funding demolition and construction of Block 90 (R.C. Willey Block) and applying to the fiscal year ending June 30, 2018. (17-106) (0:21:04)**

**Motion:** An implied motion to approve Resolution 2018-RDA-02-20-1, as currently constituted, has been made by council rule.

David Walter, Redevelopment Agency Director, presented. Mr. Walter explained that an additional appropriation of \$284,295 would be needed to complete the demolition and parking lot construction on Block 90, also known as the R.C. Willey Block.

Mr. Harding asked if the city was spending more than anticipated, or if the original request should have been for more money. Mr. Walters explained they probably should have requested more money originally.

Redevelopment Chair Knecht opened public comment. There was no response.

Chair Knecht called for a vote on the implied motion.

**Roll Call Vote:** The motion Passed 7:0 with Board Members Handley, Harding, Knecht, Sewell, Stewart, Van Buren, and Winterton in favor.

### **3 Resolution 2018-RDA-02-20-2 appropriating \$228,670 in the Housing Consortium Fund for funding self-help projects applying to the fiscal year ending June 30, 2018. (18-025) (0:25:32)**

**Motion:** An implied motion to approve Resolution 2018-RDA-02-20-2, as currently constituted, has been made by council rule.

David Walter, Redevelopment Agency Director, presented. Mr. Walters explained in 2016 the Rural Housing Development Corporation had returned \$150,000 to Provo City. Mr. Walters said when the funds were received, they were mistakenly processed as a loan repayment, not a refund, which prevented the funds from being available. He emphasized this was not a request for new funds.

Chair Knecht opened public comment. There was no response.

Chair Knecht called for a vote on the implied motion.

**Roll Call Vote:** The motion Passed 7:0 with Board Members Handley, Harding, Knecht, Sewell, Stewart, Van Buren, and Winterton in favor.

Adjourn as the redevelopment Agency and reconvene as the Municipal Council.

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Chair Knecht Declared the Redevelopment Agency Meeting adjourned by unanimous consent.

## Action Agenda

### 4 Resolution 2018-06 authorizing the Mayor of Provo City to negotiate and execute a post-performance Sales Tax Increment Reimbursement Agreement between Provo City Corporation and Woodside Capital Partners, LLC. (18-021) [\(0:28:29\)](#)

**Motion:** An implied motion to approve Resolution 2018-06, as currently constituted, has been made by council rule.

Dixon Holmes, Economic Development Director, presented. Mr. Holmes explained the proposal was for a post-performance retail sales tax increment agreement with the new developers of the East Bay Shopping Center. Recently, the developers had announced that a Ross retail store would be opening in the shopping center. The incentive was being offered as a way to help with reenergizing the shopping center and associated remodeling expenses. Mr. Holmes believed the incentive would encourage additional retailers to come to the shopping center. The resolution would authorize the mayor to negotiate the terms of the agreement. The basic terms of the agreement were outlined:

- 10-year term
- Post-performance, above the base line sales tax revenue
- Reimbursement for \$1.5 million of actual costs associated with improvement for new retail
- Opportunity to earn back half the actual costs
- If time remains on the 10 years, then all new sales tax dollars above the base and \$750,000 are then split 50/50 up to actual costs

Chair Winterton asked how the base would be determined. Mr. Holmes said they would look back 12 months to see what the annual sales tax revenue had been. He said It would only be Provo's portion of the revenue and estimated the current base was around \$100,000 annually. Mr. Holmes thought the agreement would be an incentive for the developer to have a full and productive shopping center.

Chair Winterton opened public comment.

Julie Strickland, Provo, asked if a simplified explanation could be given for the benefit of the young scouts in attendance. Mr. Holmes provided a simplified explanation of the resolution ([0:35:55](#)).

Mr. Sewell said this was an opportunity to help stimulate East Bay and decrease the vacancy rate.

Mr. Stewart agreed with Mr. Sewell. He thought this would be a positive step forward in revitalizing the area. He said he would be voting in favor of the resolution.

Mr. Harding had general concerns with tax increment incentives. He explained critical public services were funded through sales tax and it was important to be careful about setting baselines at the bottom of an economic cycle. Mr. Harding wanted to be cautious about when and how these agreements were used. He recognized that other cities had been using these types of incentives to attract new business, which had put Provo at a disadvantage. He hoped to reach out to other communities throughout the county to discuss responsible use of this type of incentive.

Chair Winterton called for a vote on the implied motion.

**Roll Call Vote:** The motion Passed 7:0 with Board Members Handley, Harding, Knecht, Sewell, Stewart, Van Buren, and Winterton in favor.

**5 An ordinance amending Provo City Code Chapter 6.18 (Fire Alarm Regulations) and Provo City Consolidated Fee Schedule to prevent over-frequency of false alarms. (17-133) (0:43:10)**

Mr. Parker explained that Chief Miguel was unavailable and asked for the item to be continued.

**Motion:** Council Member Stewart made a motion to continue the item for two weeks. Council Member Harding seconded the motion.

Chair Winterton called for a vote on the motion.

**Roll Call Vote:** The motion Passed 7:0 with Board Members Handley, Harding, Knecht, Sewell, Stewart, Van Buren, and Winterton in favor.

**6 An ordinance amending Provo City Code to increase the minimum number of residential units giving rise to a requirement for recreational amenities in the General Downtown (DT1) Zone. Downtown Neighborhood. (16-000230A) (0:44:25)**

Dustin Wright, Community Development Planner, presented. He explained the request was to modify the requirement for open amenity space in residential developments. Developments with over five residential had been required to provide 10 percent of the gross floor area as amenity space, the applicant hoped to have this increased to 20 units. Planning commission and staff supported the change and thought it would help to fill sites with smaller developments in the downtown area.

Chair Winterton explained that in work meeting there had been questions that still needed to be answered. Therefore, council would not be voting on the ordinance until the next council meeting.

Chair Winterton invited the applicant, Greg Sotor, to comment.

Mr. Sotor hoped to develop a smaller apartment complex in the downtown area. He said because the size of his development would be so little, 10 percent of amenity space would not be large enough to provide anything of significance, he thought the space would go unused.

Chair Winterton opened public comment. There was no response.

In anticipation of the next meeting, Mr. Sewell requested planning staff be prepared to discuss whether this should be broadened to include DT2.

**7 An ordinance amending Provo City Code to allow Dental Laboratories as a permitted use in the Community Shopping Center (SC2) Zone. Citywide Impact. (18-0001OA) (0:57:09)**

Dustin Wright, Community Development Planner, presented. Mr. Wright explained the applicant desired to operate a dental lab in the SC2 zone, this would require a new land use to be permitted in the zone. Mr. Wright thought this would offer another possible use for some of the vacant spaces in the area. The planning commission and staff were supportive.

Chair Winterton said there were several questions that had been raised in work meeting that needed to be answered before the next council meeting.

Chair Winterton opened public comment. There was no response.

Mr. Harding appreciated the conversion during work meeting. He thought there were pros and cons to the proposal. Mr. Harding said the area had been designated for shopping, and the laboratory was not retail, nor did it bring customers to the area. He was concerned that this might dilute the shopping area and decrease the vibrancy of the area. Alternatively, he recognized that vacant spaces were not increasing patronage of the shopping area either.

Mr. Knecht appreciated Mr. Harding's analysis. He said as the economy changes, and more shopping is taking place online, it was important to keep retail shopping centers busy and he wondered if mixed-use would help.

Mr. Van Buren thought it would be good to allow the private market to decide what types of businesses occupy their buildings. He thought if the landlord wanted to fill a vacant space with something other than retail, they should be permitted to make that decision.

Under council rule, the item would be heard again at the next council meeting.

**8 Resolution 2018-07 to place approximate 12.33 acres of real property, generally located at 3278 North Timpview Drive on the surplus property list. (18-018) (1:04:54)**

**Motion:** An implied motion to approve Resolution 2018-07, as currently constituted, has been made by council rule.

Doug Robins, Assistant Parks and Recreation Director, presented. Mr. Robins provided a background history of the park. Over 50 years ago, Provo acquired the property for a park, then several years later, Provo School District built Timpview Highschool. Money from the Land and Water Conservation Fund (LWCF) was used to help acquire the land and develop the park. Mr. Robins explained that when money from the LWCF is used, the land must perpetually be used as an open space. In the event the property is ever sold, a conversion process must take place, Thomas McKenna would describe this process in more detail later.

Over the years, the land had often been used by Timpview for their athletics programs. During a review by an LWCF state representative, city staff were made aware that primary use of the land by the school district was a compliance issue. Further, Timpview High School was facing Title IX compliance issues and needed more space to expand. The school hoped to remedy their issue by acquiring Provo's land and consolidating their athletic programs to a single campus location. Mr. Robins thought this presented an opportunity for both parties to resolve their compliance concerns.

Tara Riddle, Provo City Property Coordinator and Ombudsman, provided a timeline of the park. Ms. Riddle said the park had been known by several names over the years: Bounous Park, Timp-Kiwanis, Timp Bounous Park, and Edgemont Park. She provided a history of the property:

- On January 15, 1967, Provo City was granted money from the LWCF to acquire property for a new park in the Northeast part of Provo.
- Project plans included picnic facilities, tennis courts, tot lot, ball field, two-unit restroom facility, and pavilion.
- On December 12, 1967, Provo acquired 10 acres from Junior and Maxine Bounous for the park.
- Provo City paid just over \$57,000, the agreed value, for the land.
- When the warranty deed was transferred to Provo City there were no deed restrictions.
- On May 29, 1968, the Bounous Family signed an agreement to settle a condemnation action that had been taken against them for the acquisition of a right-of-way for a pedestrian walkway. This was done in an attempt to connect an adjacent neighborhood with the park.
- As part of the settlement, Lawrence Bounous received approximately \$1,500, and Junior and Maxine Bounous received a parcel of city property that helped to straighten the property lines between their home and the park.
- A condition of the settlement was that the park would bear the Bounous name.
- On June 4, 1969, Junior and Maxine Bounous donated a 0.64-acre parcel of property on the hillside for further development of the park. This included the area that had the walkway on it. The value of this donation was just over \$5,300. The deed for this land was assigned to Provo City by way of quit claim deed and had no restrictions.
- In December 1986, Junior and Maxine Bounous deeded an additional 0.74-acre parcel to Provo for future development of the park. This was also transferred by way of quit claim deed and had no revisionary clauses or restrictions.

Thomas McKenna, Park Project Coordinator, shared additional information about the LWCF. Mr. McKenna said the LWCF had significant Federal and State regulations. The law discouraged casual discards of LWCF land; Mr. McKenna did not believe this was a casual discard. He said non-conformity prevented Provo from being able to apply for certain grants. He wanted to be proactive about resolve the compliance issue so Provo could continue to apply for grants.

Mr. McKenna explained under Federal law, conversion was the process to remedy cases of non-compliance. The conversion process required funding qualifications. If sold, it was required to be a financial transaction. The property would be appraised through a Federal process which appraised the property as highest and best use; the appraised value of the property was \$2 million. If sold, the money would be applied as a land purchase to acquire a similar, unsubscribed, parcel. Unsubscribed meant the land was new open space and not part of a master plan. The replacement property would have primary outdoor use and would be in perpetuity.

Mr. McKenna discussed the Section 6(f) Conversion Process and shared a schedule of the process. He said there would be an environmental assessment that would be released for public comment. He assured council it would be a very public process and there would be plenty of opportunity for all stakeholders to comment.

Scott Henderson, Parks and Recreation Director, explained the Interlocal Agreement. He made the following points:

- Sale price would be the appraised value, as required by LWCF.
- The land would be for school and community use only. There would be no programming by Provo City.
- The school purposes would be defined by the agreement.
- The pavilion would be moved closer to the playground.
- The school would maintain the children playground.
- A multi-purpose field would be placed on the lower section of the land.
- The school would be responsible for secure access to the road gate.

- There would be clear easements for existing utilities.
- Any change of use would require both parties to approve the change of use.

Mr. Henderson reviewed the schematic design ([1:21:44](#)). He did not perceive the change in ownership as being a loss of greenspace, but he understood the anxiety it was causing for the neighborhood. Mr. Henderson said as a show of good faith, if the proposal was successful, Parks and Recreation would commit to prioritizing development of the park on Canyon Drive. As part of the development, there would be a neighborhood team assembled to discuss potential amenities in the new park.

McKay Jensen, Provo School District Board Chairman, spoke to council. He encouraged council to be rigorous in looking out for the community. He understood the neighborhood was concerned about losing open space. Mr. Jensen thought there were ways for the school to be a better neighbor ([1:27:01](#)). He said the spirit and character of the park should remain as Bounous Park, he thought the school district would support this. He was open to the idea of allowing the community to schedule the pavilion outside of school hours. Mr. Jensen believed it was important to accommodate the 2,000 plus students who attended Timpview Highschool, not only with classroom space, but with green space too. Mr. Jensen asked the council to vote to in favor of surplusing the property so they could continue the discovery process.

Chair Winterton opened public comment. He explained council would allow people to designate their two minutes to someone else, if they desired to do so.

Marian Monahan, Edgemont Neighborhood Chair, addressed the council. Ms. Monahan said her neighborhood was concerned about the Title IX issues too. She said the neighbors had given the school board many different options, including relocating the baseball field back where it had previously been located, on the school's existing property. She did not believe all practical alternatives to the conversion had been evaluated. Ms. Monahan said the Bounous Family had been pressured to sale the land for a park that would benefit them and their neighbors. She wanted to continue sharing the park with the school, as they had done for many years. The vote in the most recent neighborhood meeting indicated all Edgemont residents who were in attendance were opposed to selling the park. She said there were a few, who did not live in the neighborhood, who were in favor. They did not believe the interlocal agreement was sufficient. Ms. Monahan was opposed to surplusing the park property.

Pam Jones, Provo, said there had been a bond for a second gymnasium at Timpview Highschool that would be available for public events, but she was not aware of it ever being used for public events. Ms. Jones had also noticed many of the facilities in the park had been fenced off and access had been prevented. She felt the park was a value asset for the neighbors. Ms. Jones suggested taking more time for further discussion and research.

Sharron Memmott, Provo, shared her notes from a recent neighborhood meeting. She said the concerns were centered in two areas, trust and the loss of a park in their neighborhood. They did not trust Provo School District would keep their word. She suggested there should be a deed restriction that would allow the property to be converted back to a city park, if the school district did anything other than use it for open space. Ms. Memmott said because the environmental study was not complete, it was too early to consider surplusing the land.

Junior Bounous, Provo, wanted to clarify several points related to how the city obtained land from his family. In 1965 the Bounous family built a new house on their orchard property. He said Provo School District already had enough land to the north to satisfy their needs for a school. He said the school board held a meeting and decided they wanted to purchase the Bounous fruit orchards. Mr. Bounous was not interested and the school district threatened eminent domain, but Mr. Bounous resisted. He hired an attorney to defend his family in court against the school district. The attorney proposed selling the land to Provo City as a park, they decided this was a better solution than going to court. He said they still lived in the neighborhood and appreciated having the park.

Lynn Garner, Provo, spoke to council. He said although Timpview claimed to have Title IX issues, they already had room to build a softball diamond on their existing property. He said if the purchase went through, and they did not

immediately build a field, then they would have a Title IX issue. Mr. Garner believed this demonstrated the school did not have an existing Title IX issue, he felt they were not disclosing the real reason behind wanting the property. He said the only way Provo had been non-compliant was allowing the school exclusive use of the baseball fields. He said because of the disingenuous claims, the public felt they had not been dealt with honestly. Mr. Garner said the fear of losing access to the park was heightened by distrust.

Randi Lindquist, Provo, was a member of the Timpview High softball team. She said for the past two years, the team members had to travel to Harmon park, which was time consuming and costly. If the land were acquired, she looked forward to having a softball field on campus. She said there were often scheduling conflicts with other teams on the fields the school currently had.

Julie Wright, Provo, was in favor of the proposal. Ms. Wright's daughters were both on softball teams and she credited the sport for team building and personal growth. She believed the girls deserved to have their own field.

Arlen Christensen, grew up in Edgemont, attended school at Timpview High School, and played at the park as a child. He said the relationship between the city and school had been harmonious for the past 40 years. He thought the presentation was helpful, but similar to those that had been made in work meetings. He had never heard the counterpoint from concerned individuals be addressed in the work meetings. Mr. Christensen said across the state there were many schools and city with shared property and it worked well. He said the will of the people was to keep things the way they were. He said there had not been an opportunity for the compromises and solutions to be presented to council. Mr. Christensen wanted council to take a step back for closer analysis before they took any action.

Samuel Omen, Provo, said there had been a park in his neighborhood that had been donated to the school district, but then the school district sold the property and the park was lost. He was concerned there was nowhere for the children to play. Mr. Omen wanted to know what the policy was for people to use land owned by the school.

Tanya Nicosia, Provo, recalled a meeting that took place before Mayor Kaufusi had been elected. In the meeting, Mayor Kaufusi spoke about giving the people an opportunity to vote on a controversial matter. Ms. Nicosia appreciated the Mayor's comments. She had been a parent for 20 years and she recognized the value of having parks in the community. Ms. Nicosia mentioned experiences with the school district that had created feelings of distrust. She was opposed to the proposal.

Frank Christensen, Provo, had purchased a home in the Edgemont area so his children could attend Edgemont and Timpview schools. He said Mr. Jensen was trustworthy. Mr. Christensen acknowledged the priority for the school was its students and the priority for the neighborhood was the neighborhood. He did not believe the school had been a bad neighbor for putting up signs restricting access to fields, he trusted that whoever had done this had their reasons. Mr. Christensen said he had not heard any compelling arguments about compliance or non-compliance.

Steve Sandberg, Provo, thanked the school district and council for involving the community in the discussion. Mr. Sandberg said that when each entity does what is in its own best interest, it was putting the other in jeopardy. He did not understand why the school would want to pay \$2 million for the land, when it had other alternatives, such as, building on their existing property. Mr. Sandberg was not convinced an interlocal agreement would secure the playground and open space for the public. He suggested the school district could initiate a conservation easement.

LaDawn Christensen lived in the Edgemont neighborhood. Ms. Christensen was frustrated that those sponsoring the proposal were given more time to promote their agenda, because the public was not allowed to speak in work meeting. She hoped council would consider changing the work meeting process. Ms. Christensen had spoken with Ryan York from the Water Resources division who shared concerns about the well and canal on the property. She wanted the park preserved and did not see a compliance issue for either the city or the school.



Zelda Benson also lived in the Edgemont neighborhood and wanted to echo Ms. Christensen's comments. Ms. Benson read from the Bureau of Outdoor Recreation Manual. The section she read explained cities should forecast for anticipated future demands of outdoor recreation space and special consideration should be given to acquiring outdoor recreation lands adjacent to school sites. The same section also said that Utah County had a great need for more class one and two recreation area facilities. Ms. Benson felt there was already a deficiency of open space and thought this proposal only added to the problem.

Boyd Mammoth had lived in the Edgemont area since 1992. His children had attended the local schools. He said he had seen orchards and pastures in the area be developed and recognized that was part of progress. He thought this was also an opportunity for progress and change. Mr. Mammoth felt many of the possible options were viable and could be considered win-win situations. He asked council to consider that green spaces were scarce and needed to be valued as high as possible. He did not believe \$2 million was sufficient for this property. Mr. Mammoth asked that council consider a replacement park in the Edgemont area.

James Benson lived in the Edgemont Neighborhood. He said the neighborhood loved the park and was willing to share with the school. Mr. Benson did not believe it was in the best interest of all citizens to surplus the park. He thought a better use would be to improve the park and have shared use of it.

Quinn Karpowitz was a Timpview graduate and grew up in the neighborhood. He said he did not realize the girls' softball team had to travel to Harmon field to practice. Mr. Karpowitz suggested that if the football team had to do this, the nature of the comments would be different. He thought the biggest issue was that people loved green spaces. He suggested that council should be more proactive about building more green spaces, but ultimately, he recognized the need for the school to expand.

Jay Goodliffe approached the podium to speak and many of his neighbors indicated their desire to donate their two minutes to Mr. Goodliffe. Chair Winterton agreed he could have the time he needed. Mr. Goodliffe had lived in Provo for over twenty years and his children had attended schools throughout Provo, but more recently, schools in the Edgemont area. He was a supporter of the school bond ballot initiative and believed in public education. Mr. Goodliffe shared a list of neighborhood concerns. He said the current work meeting structure did not allow for citizen involvement, he felt their concerns had not been represented in the work meetings. He added the wording used to characterize the neighborhood sentiment was not accurate. He thought it gave the impression the neighborhood had no objections to the surplus of the land. Mr. Goodliffe shared his experience at a neighborhood meeting where the attendees were asked things like where the pavilion should go, but they were never asked if they were supportive. He felt the main concern was overlooked. Mr. Goodliffe reviewed data from other meetings and various platforms and concluded that 70 percent or more were generally opposed to surplus of the property. He said the concern from the school was a Title IX issue, but he questioned why they got rid of their softball field in the first place if it caused this issue. He recalled the main concern for the city was a compliance issue with LWCF. He said typically when your car does not pass inspection, you would not sell the car, you would look for ways to fix it. Mr. Goodliffe said in his research, he found that Provo cannot give the school exclusive use of the park, but if they allowed public use too, they would be in compliance. He thought selling the park was a drastic reaction. Mr. Goodliffe thought the city should wait until the environmental assessment was complete and replacement land identified before they surplus the land. He hoped the council would take these things into consideration.

Mr. Harding applauded Mr. Goodliffe for making good use of his time.

There were no other comments from the public. Chair Winterton closed public comment ([2:30:38](#)).

Mr. Handley asked for someone from Parks and Recreation to provide further information about the environmental assessment. He wanted to know what had already been completed and what timeframe council had to make their decision. Mr. McKenna said the environmental assessment was required as part of the conversion. He said it would examine the cultural and historic nature of the property, as well as anything on the site that would need to be preserved or resolved before the conversion was approved. Mr. McKenna wanted to

clarify that the sale of the property was contingent on the conversion being approved. He said there would be another opportunity for public comment after the environmental assessment was complete. He explained they had not released anything yet because it was just a portion of a draft and was not reviewable yet. Mr. Handley clarified that the city could not sell the property until the environmental assessment and other requirements had been completed. Mr. McKenna invited Ron Clegg, the city's consultant, to explain further.

Mr. Clegg was working with Provo City and Provo School District to help them through the conversion process. He said the reason the environmental assessment was not available was because it was not complete and would only create confusion. Mr. Clegg said they still needed to collect information about the replacement property. He said it needed to be equal in dollar value. Mr. Clegg said the public would be able to comment on the draft documents that would be made available for 30 days. He agreed it was unfair to make decisions until the draft document had been reviewed. Then, they would review and address the comments, and a final environmental document would be submitted to the National Park Service for review. He said nothing could be purchased until approval had been granted.

Mr. Jensen said it was helpful to be part of a caring community. He said everything the council had heard was true. He explained the reason the school district was interested in this surplus was because it required a longer comment period. Mr. Jensen said they did not know if the transaction would even happen. He wanted a public process.

Mr. Stewart explained that sometimes it is necessary to discuss property matters in closed meetings. If they were to make known the property they intended to purchase, the price could be driven up. Mr. Jones confirmed the criteria for discussing real estate in closed meetings is that doing so in public would either reveal the appraised value or would somehow unfairly impact the terms of the transaction.

Chair Winterton asked Mr. Clegg if all possible options had been explored, as required by the conversion process. He also wanted to know who would decide if all options had been evaluated. Mr. Clegg said the National Parks Service would make the final determination. He added that any new option or idea would need to be disclosed in the document sent to the National Parks Service. Chair Winterton asked if the city was still looking at other property and opportunities for housing the softball fields. Mr. McKenna said the city was looking at all options to find best one. He reminded the council there would be other opportunities for public comment. Mr. McKenna assured council it would not be a casual process and they would strive for the best possible solution.

Mr. Stewart acknowledged that many citizens suggested the city should just continue to share the park with school, but he said it seemed to him that would only further exaggerate the non-compliance issue the city was already facing. Mr. McKenna agreed and said it could also be a liability issue for the school, he invited Mr. Jensen to respond. Mr. Jensen said he knew the baseball field had been built with the best of intentions, but the team wanted to protect it for their use which made sharing problematic. He responded to Mr. Goodliffe's previous comment about why the school removed the field that was on Edgemont's land, he said the field was not regulation size and would not have satisfied the Title IX issue.

Mr. Clegg recognized there may have been other areas throughout the city where it worked to share land, but he said the 6(f) designation required the land to be for public use, not the school's use. Mr. Stewart asked Mr. Clegg if the state had already declared the city as non-compliant. Mr. Clegg said no, because there was a misunderstanding about how often the school actually used the field. He said it was a potential issue.

Mr. Knecht asked why the public was not being allowed access to the field. Mr. Jensen said the school recently had a settlement on a player that was injured on a field that had not been properly maintained. The district wanted to prevent another injury by controlling the use and maintenance of the field. He also said they wanted to keep it in competition condition for the best experience possible. He said if the school was going to indemnify their athletes, they wanted to be in control of the field and be able to produce their own maintenance records as needed.

Mr. Stewart believed there were good reasons why school district may not want to share. He understood it was important to have dedicated field for their athletes. Mr. Jensen explained there were also security concerns. He said because it is a public park, they do not have the right to ask someone to leave. If the school owned the park, they could question people as needed.

Mr. Handley had spoken with many of the neighbors and was willing to continue those conversations. He was impressed with the quality of input he received from the community. Mr. Handley believed the city and school district staff were honest and well intentioned. He wanted to ask for trust from the public. He said this was not being presented as a proposal to lose open space. It was a proposal to change the identity of the open space. Mr. Handley had not heard any comments from the public about the development of the park further north on Canyon Drive. He wanted to know what kind of tools and assurances could be put in place to ensure the land was not built on. He also wanted to know about access and maintenance. Some people believed the school did not maintain their land as well as the city did.

Mr. Jensen said they were concerned about the conversion process and appraisal. They would need to research easements to see how it might impact the process. Mr. Jensen thought Mr. Goodliffe was correct, an interlocal agreement was not a guarantee. He acknowledged the school was 40 years old and said the future footprint of the school would be determined while the current council and school board members were still serving the public, he thought it would be hard for anyone to forget about an interlocal agreement they participated in. He thought changes to the school would happen sooner rather than later and it was unlikely the interlocal agreement would be forgotten. Mr. Jensen thought if an easement were used to protect the property, it would need to be done before the sale of the property. He was worried an easement might affect the sale price, but he felt it was worth investigating.

Mr. Jensen said people were always welcome to ask for access to the school property. He assured council access would not be contingent upon this transaction. He said they were changing the signage right away to be more consistent with other school districts. He explained the school maintained over 200 acres of land and they had a skilled maintenance team. Mr. Jensen noted the district currently maintained a playground where Grandview Elementary was previously located, as well as a soccer fields that were used by city soccer leagues. He was not aware of a family that had ever been asked to leave. Mr. Jensen said they would continue to pursue the best possible facility for their athletes but did not think a shared facility was the best option.

Mr. Harding was also impressed by the quality of public input. Mr. Harding said the procedure for public input was not completely equal, but he felt there had been a number of opportunities to let their opinions be known. He said there had been a comment about the proposal reducing the quality of life. Mr. Harding did not see how it would reduce the quality of life. He appreciated that Mr. Jensen wanted to be a better neighbor and change the history. Mr. Harding said there had been times when the upkeep of the grounds at Dixon Middle School had been an issue. It was hard to encourage neighbors to keep their dandelions pulled when the school did not do the same. Mr. Harding thought the school was currently very aware of how their relationship with their neighbors really mattered. He wondered if it would still be a priority in the future. Mr. Harding was hopeful the interlocal agreement would force the district to improve their relationship with their neighbors. He was grateful for the quality education the school provided.

Mr. Harding responded to a comment about losing green space. He believed this proposal would have a net positive outcome by accelerating the development of the park on north Canyon Road. He was mindful that green space was great, but noted it had to be paid for through taxes or other means.

Lastly, Mr. Harding said if the school planned to allow scheduling, it needed to be done on an equal basis. It could not be done for some but not others. Whether the school planned to manage the scheduling or the city, everyone would need to have equal opportunity to schedule the facilities.

Mr. Van Buren said there was a comment earlier about a well and watershed, he asked for more information. Mr. Henderson said they recognized the site had wells and it would be included as part of the interlocal agreement. It

was a valuable recourse for the community and needed to remain a community asset. Mr. Henderson said they are always mindful of any development around such resources. He thought the site would have very little change which would help maintain the integrity of the resources.

Mr. Sewell asked for the Division of Natural Resources webpage to be displayed. He directed attention to the section regarding LWCF conversion of use. After reading and contemplating the information, he was not prepared to vote in favor of the proposal. Mr. Sewell read aloud from the website. He emphasized that it said the property should be kept in perpetuity (forever) and that conversion of use should be avoided if at all possible. He was not convinced that it could not be avoided. Mr. Sewell added that all practical alternatives must be evaluated and rejected on a sound basis, he did not believe this had happened. He wondered why the city should sell a park, when there had been so much public gratitude for the park. Mr. Sewell said when most people move into a neighborhood and see a park, they expect it will stay there. He said the Bounous family specifically chose to sell their property to the city for the propose of a park. He thought they should look for the strongest tool possible to protect the park before they agreed to surplus the property.

Mr. Knecht said he was not comfortable replacing one permanent agreement with another agreement that was supposed to be permanent. He thought an interlocal agreement would be appropriate if the city retained ownership of the property. Mr. Knecht was under the impression the city performed the maintenance of school district property, as part of an unwritten agreement. When he was on the council 15 years ago, they attempted to get this in writing but could not. His intent was to say both parties could work together to make sure the property was maintained and safe. He preferred to maintain ownership and fulfill the obligation to the LWCF. Mr. Knecht thought it was possible to have the same outcome, while maintaining ownership.

Mr. Handley asked Mr. Henderson to explain why council would need to vote on this right away. He was not inclined to vote without more information. Mr. Henderson thought what Mr. Handley described was part of the process. He said the mitigation process would uncover the desired answers. Part of going through the surplus process was solving the problem. He said the process required some agreement of a purchase and trade. The surplus would not obligate anyone to sell the property, it simply indicated the city was willing to explore the options. Mr. Henderson said it was a complicated process, which was why they had hired Ron Clegg.

Mr. Handley surmised a vote against the proposal would prohibit council from ever having their questions answered. Further, he said if council were to vote in favor and begin exploring their options, he wanted the interested parties, including concerned neighbors, to be involved throughout. He preferred to go through the process thoroughly, rather than abort the process entirely.

Mr. Handley understood the council had two options. The first was to surplus the property, without any obligation to sell the land, and continue exploring possible options. The second was to vote against the proposal and stop the process completely. Mr. Henderson reminded him there was a potential non-compliance issue that could forfeit future LWCF funding.

Mr. Handley invited Mayor Kaufusi and Mr. Parker to comment. Mr. Parker said part of the process was related to the replacement property that the city was already in negotiations on. The city was preparing to invest significant money for the replacement property. He thought if there was a desire to stop the process, the city should not devote funds to the transaction. Mr. Parker cautioned that with the current market conditions, the price would not be lower than it was, and property may not be available in the future.

Mayor Kaufusi agreed with Mr. Parker but would support the decision of the council. She was unwilling to continue to invest tax payer dollars in the procurement of a replacement property if council was not interested in adding the property to the surplus list.

Mr. Stewart said he was looking out for the good of the city a whole. He understood the decision to surplus the property would impact the neighborhood, and for that he was remorseful. But, he thought it was in the best interest city-wide to continue the process and add the property to the surplus list.

Mr. Sewell thought if the other property was important enough, it should warrant its own funding and not be dependent on the sale of Timp-Bounous Park. He would not be voting in favor of the proposal.

Mr. Knecht recognized that if council voted in favor of surplus the property, it would make it more challenging to say no later if things did not work out. He understood it was a serious commitment and likened it to getting engaged. Mr. Knecht thought the city and school should be able to work together to find a solution, regardless of who owned the property.

Mr. Harding liked Mr. Knecht's analogy of engagement. He said it suggested a level of confidence and earnestness in moving forward. He explained there was still a period of time to conduct review and analysis before making a final commitment. Mr. Harding did not think the replacement property should be a determining factor in their decision. He said the question for council was whether it was in the best interest of the community.

Mr. Stewart explained there were two problems that needed to be solved, the city's non-compliance and the school's Title IX issue. He did not believe it would be possible for the city and school to work it out without this transaction, contrary to Mr. Knecht's suggestion. Mr. Knecht was not convinced the school needed exclusive control of the land by the school district. He understood that was what they wanted, but did not think it was the only option.

Mr. Handley said he still had many unanswered questions. He thought by surplus the property the city could continue the exploration process. He said if at any point it appeared the needs of the community were not being met, his support of the proposal would cease. Mr. Handley was optimistic the needs of the school and neighborhood could be met with an interlocal agreement or easement. He did not feel he was being asked to sell the property, instead he thought council was being asked to see if they could meet the needs of the school district and the community simultaneously.

Chair Winterton thanked Mr. Jensen for his willingness to attend the meeting. He then called for a vote on the implied motion.

**Roll Call Vote:** The motion Passed 5:2 with Board Members Handley, Harding, Stewart, Van Buren, and Winterton in favor. Council Members Knecht and Sewell opposed.

### Adjournment

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The meeting was declared adjourned at approximately 9:33 p.m. by unanimous consent.