



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
December 8, 2021 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, December 8, 2021 at 6:00 p.m., in the City Council Chambers, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

- 1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE – *to be announced*.**
- 2. WORK SESSION**
 - 2.1** No items were submitted.

REGULAR SESSION

- 3. PUBLIC COMMENTS** *(15 minutes)*

“Public Comments” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

Public comments can be submitted ahead of time to pams@vineyardutah.org.
- 4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS**
- 5. STAFF, COMMISSION, AND COMMITTEE REPORTS** *(3 minutes each)*
 - 5.1** Interim City Manager George Reid
 - 5.2** Planning Commission Chair Bryce Brady
 - 5.3** Naseem Ghandour
 - 5.4** Chris Wilson

6. CONSENT ITEMS

- 6.1 Approval of the November 10, 2021 City Council Meeting Minutes
- 6.2 Approval of the November 16, 2021 City Council Special Session Minutes
- 6.3 Approval of the December 1, 2021 City Council Special Session Minutes
- 6.4 Approval of a Water System Design Tasks Budget Amendment No. 2 Request (Pipeline Phase)
- 6.5 Approval of a Vehicle Purchase for Public Works
- 6.6 Approval of the purchase of a Mini Excavator for Public Works
- 6.7 Approval of Fireworks in Vineyard Public Parks one day a year

7. APPOINTMENTS

7.1 Vineyard Planning Commission.....3

With the advice and consent of the City Council, the mayor will appoint Marcus Jessop and Christopher Bramwell and reappoint Jeff Knighton as members of the Vineyard Planning Commission. Their four-year term begins January 1, 2022.

8. DISCUSSION/PRESENTATIONS

8.1 Award Presentation – Center Street Overpass Award

Public Works Director Chris Wilson will present an award from the International Partnering Institute for the 2021 John L. Martin Project of The Year Honorable Mention for the Center Street Overpass.

9. BUSINESS ITEMS

9.1 PUBLIC HEARING – Consolidated Fee Schedule Resolution 2021-23

Treasurer Bayley Deason will present recommended changes to the consolidated fee schedule. The mayor and City Council will act to adopt (or deny) the proposed fee schedule changes by resolution.

9.2 DISCUSSION AND ACTION – Readoption of the 2020 Voter Participation Areas Resolution 2021-24

City Recorder Pamela Spencer will present the Voter Participation Areas to be adopted by January 1 as per Utah Code § 20A-7-401.3. The mayor and City Council act to adopt (or deny) these areas by resolution.

9.3 PUBLIC HEARING – Holdaway Farms Development (Ordinances 2021-15, 16, and 17)

(This item was continued from the November 10, 2021 city council meeting.)

Community Development Director Morgan Brim will present a General Plan Land Use Map Amendment (Ordinance 2021-15), Zoning Text Amendment (Ordinance 2021-16), Zoning Map Amendment (Ordinance 2021-17), and Neighborhood Plan Applications for the site known as Clegg Farm, located west of the current 400 South Main Street termination, Parcel Numbers 18:021:0009 and 18:015:0163. The mayor and City Council will act to adopt (or deny) the proposed amendments by Ordinance.

9.4 PUBLIC HEARING – Development Agreement with Fifty Mill, LLC (Resolution 2021-25)

Community Development Director Morgan Brim will present a proposed development agreement between Vineyard City and Fifty Mill, LLC for the property located in Vineyard, Utah in The Yard Plat “B” Subdivision, Lots 6, 7 and 8, with Serial # 56:037:0006, 56:037:0007, & 56:037:0002 to accommodate the development of a residential/retail building. The mayor and City Council will take appropriate action.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
- (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
- (f) discussion regarding deployment of security personnel, devices, or systems;
- (g) the purpose of considering information that is designated as a trade secret, as defined in Section [13-24-2](#), if the public body's consideration of the information is necessary in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#);

11. ADJOURNMENT

The next meeting is scheduled for Wednesday, January 12, 2022.

This meeting may be held in a way that will allow a councilmember to participate electronically.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: December 7, 2021

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

**MINUTES OF A VINEYARD
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
November 10, 2021 at 6:00 PM

Present

Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd
Councilmember Cristy Welsh

Absent

Mayor Julie Fullmer

Staff Present: Interim City Manager George Reid, City Engineer Naseem Ghandour, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, Planning Technician Cache Hancey, Finance Director David Mortensen, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Other Speaking: Jason Boal with Snell & Wilmer L.L.P.; Steve Hutchings and Eric Towner with X Development; Residents Tim Blackburn, Emily McLean, and Mardi Sifuentes

1. CALL TO ORDER AND ELECTION OF MAYOR PRO TEMPORE

City Recorder Pamela Spencer will call the meeting to order and then call for a nomination and roll call vote from the City Council to elect a mayor pro tempore to preside over the City Council meeting. She will then turn the time over to the newly appointed mayor pro tempore.

Due to Mayor Fullmer's absence, City Recorder Pamela Spencer opened the meeting at 6:00 PM and called for a nomination to elect a mayor pro tempore.

Nomination and motion: COUNCILMEMBER JUDD NOMINATED COUNCILMEMBER EARNEST AS MAYOR PRO TEMPORE. COUNCILMEMBER WELSH SECONDED THE NOMINATION. ROLL CALL WENT AS FOLLOWS: COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED WITH ONE ABSENT.

Ms. Spencer turned the time over to Mayor Pro Tempore John Earnest.

2. INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Councilmember Judd gave the invocation and led the Pledge of Allegiance.



WORK SESSION

3.1 Development Agreement

Community Development Director Morgan Brim will lead a discussion about a proposed development agreement with X Development. No action will be taken at this time.



Mr. Brim explained the reason for the development agreement.



Jason Boal with Snell and Wilmer reviewed the development agreement. He said that time was of the essence and brought forward what he felt was an optimistic timeline that would start today. He mentioned that this development was tied to the Top Golf development.



Mayor Pro Tempore Earnest asked who would be allowed to access the commercial areas. Mr. Boal replied that the retail space had yet to be determined. He said that the purple areas were amenities for residents and the red areas were commercial. There was a discussion about the timeline.



Councilmember Judd asked if the widening of Geneva Road would take away some of the open space. Eric Towner with X Development replied that he did not know what the plans were for Geneva Road. There was a discussion about the open space, trail placement, and emergency and maintenance access.



Councilmember Welsh asked about the residential amenities. Mr. Towner replied that they would have a leasing office, executive office suites, a gym, a pool, hot tub, etc.



There was a discussion about the short-term rental units.



Councilmember Welsh mentioned that she would like to see more retail in this development. There was a discussion about the amount of retail.



Councilmember Welsh asked if they would be willing to allow overnight parking for other residents in the city. Mr. Towner replied that it would have a larger parking requirement. He mentioned that the project would be self-sustaining. There was further discussion about parking.



Councilmember Judd asked about section 6 of the development agreement specific to the processing of development applications and expediting the process. City Attorney Jayme Blakesley replied that the developer would need to follow the standard development process. There was a discussion about the agreement.



Mayor Pro Tempore Earnest asked when Topgolf would be built. Mr. Towner replied that they were working with the general contractors on timing and expected to break ground next summer. They would break ground on Topgolf before the rest of the development.



Councilmember Judd asked about short-term use in Addendum 1 and the option to convert those units. There was a discussion about the addendum for short-term rentals.



Councilmember Judd asked about section 2.4, which referred to the project being included with Topgolf. There was a discussion about tying Topgolf and The Yard developments together. Mr. Towner explained that there would be a significant amount done on Topgolf before they would break ground on the multi-family units.

97  Mr. Brim explained that the parking stalls were the minimum requirements under the code.
98 They would have to have a parking analysis done under the agreement. There was a discussion
99 about having a parking study done.

100
101  Councilmember Welsh asked who would own the residential units and if the owners could
102 use them as short-term rentals. Mr. Hutchings replied that they would maintain ownership of the
103 rental units.

104
105  Councilmember Flake stated that he wanted to see the economic impact. He was interested
106 in the short-term rentals but wanted to see the legal side.

107
108  Mr. Towner reviewed their timeline. Mr. Brim felt that they could be ready for a public
109 hearing in December.

112 **3.2 2022 Summer Celebration**

113 Interim City Manager George Reid will lead a discussion about the 2022 Summer
114 Celebration. No action will be taken at this time.

115
116  Interim City Manager George Reid explained that staff planned to hold a traditional
117 summer celebration on June 2, 3, and 4, 2022. There was a discussion about the entertainment
118 and activities they could have, using the entire park and certain streets. There was also a
119 discussion about the budget. Mr. Reid felt that they needed to make some decisions to determine
120 how they wanted to allocate the funds.

121
122  Resident and Heritage Commission Chair Tim Blackburn, living in The Sleepy Ridge
123 subdivision, asked that the Heritage Commission be allowed to give input on the celebration,
124 focusing on Vineyard's heritage. There was a discussion about what to call the event and where
125 they could hold the heritage portion.

126
127  Resident Emily McLean, living in the Maples, mentioned that she looked forward to having
128 a the headliner and did not want it removed from the event. There was a discussion about
129 available talent.

130
131  There was a discussion about the Heritage Foundation contributing and getting donations to
132 help with the heritage portion of the event. Councilmember Welsh proposed continuing with the
133 Heritage Day, the stage setup, and asking for donations. There was an additional discussion
134 about the budget.

135
136  Resident Mardi Sifuentes, living in The Maples subdivision, stated that she liked the idea
137 of calling the event "Vineyard Heritage Days."

138
139  Council agreed to go ahead with the headliner, increasing the Heritage portion of the
140 budget, and determining the event's name at a later date.

141 142 143 **4. PUBLIC COMMENTS**

144 Mayor Pro Tempore Earnest called for public comments. Hearing none, he closed the public
145 comments session.

146 **5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

147  Councilmember Welsh reported that the redistricting maps were adopted in a special
148 session of the State Legislature and had split Vineyard for the House Representatives but not the
149 Senate.
150
151

152 **6. STAFF, COMMISSION, AND COMMITTEE REPORTS**

153 **6.1**  Interim City Manager George Reid recognized the veterans who worked for the city
154 and thanked them for their service. He then gave his quarterly report for the Building
155 Department. He mentioned that building had slowed while transitioning into the city center
156 phase, but they were still in line with the budgeted amounts.
157

158 **6.2**  Planning Commission Chair Bryce Brady reported that the Planning Commission
159 had approved Conditional Use Permits for a daycare in The Hamptons and CMC Rock, a
160 concrete processing facility. He said that the Planning Commission felt that the Clegg Farm
161 development did not meet the intent of the General Plan and reported that the developer would
162 bring a revised plan to the Planning Commission on November 17.
163

164  Councilmember Welsh asked if a daycare fell under the same code as a preschool. Mr.
165 Brim explained that the code allowed for commercial daycares and that a home-based daycare
166 needed a Conditional Use Permit. There was a discussion about daycares, preschools, and how
167 conditional permitting worked.
168

169 **6.3**  Planning Technician and Code Enforcement Officer Cache Hancey gave a quarterly
170 report on code enforcement. He mentioned that he had the recently attended a conference on
171 code enforcement. Mr. Blakesley explained the state code restrictions for short-term rental
172 enforcement. There was a discussion about short-term rentals.
173

174 **6.4**  City Engineer Naseem Ghandour requested to present at the next city council
175 meeting.
176
177

178 **7. CONSENT ITEMS**

179 **7.1 Approval of the October 27, 2021 City Council Meeting Minutes**

180
181 Mayor Pro Tempore Earnest called for a motion.
182

183  **Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE CONSENT ITEM 7.1.
184 COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR PRO TEMPORE
185 EARNEST, COUNCILMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. MAYOR
186 FULLMER WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.
187

188 **8. APPOINTMENTS**

189 **8.1** No names were submitted.

192 **9. DISCUSSION/PRESENTATIONS**

193 **9.1** No items were submitted.

196 **10. BUSINESS ITEMS**

197 **10.1** **DISCUSSION AND ACTION – 2022 Meeting Schedule**

198 City Recorder Pamela Spencer will present the recommended City Council meeting
199 schedule for the 2022 calendar year. The mayor and City Council will take appropriate
200 action.

201
202 City Recorder Pamela Spencer presented the 2022 schedule. She noted that that if the City
203 Council wanted to change the date and time, it would have to be done by ordinance.

204
205  **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE SCHEDULE AS
206 PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO
207 TEMPORE EARNEST, COUNCILMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE.
208 MAYOR FULLMER WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

209
210 **10.2** **PUBLIC HEARING – Holdaway Farms Development**

211 *(This item is being postponed until the December 8, 2021 meeting.)*

212 General Plan Land Use Map Amendment, Zoning Text Amendment, Zoning Map
213 Amendment, and Neighborhood Plan Applications for the site known as the Clegg
214 Farm, located west of the current 400 South Main Street termination, Parcel Numbers
215 18:021:0009 and 18:015:0163.

216
217 There was a brief discussion about continuing the public hearing.

218
219  **Motion:** COUNCILMEMBER WELSH MOVED TO CONTINUE ITEM 10.2
220 HOLDAWAY FARMS DEVELOPMENT AND THE PUBLIC HEARING TO THE NEXT
221 CITY COUNCIL MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION.
222 ROLL CALL WENT AS FOLLOWS: MAYOR PRO TEMPORE EARNEST,
223 COUNCILMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. MAYOR FULLMER
224 WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

227 **11. CLOSED SESSION**

228 No closed session was held.

230 **12. ADJOURNMENT**

231
232 Mayor Pro Tempore Earnest called for a motion to adjourn the meeting.

233
234  **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT
235 7:46 PM. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR PRO TEMPORE
236 EARNEST, COUNCILMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. MAYOR
237 FULLMER WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

239 MINUTES APPROVED ON: _____
240
241 CERTIFIED CORRECT BY: /s/Pamela Spencer
242 PAMELA SPENCER, CITY RECORDER

DRAFT

**MINUTES OF A SPECIAL SESSION
OF THE VINEYARD CITY COUNCIL**

City Council Chambers
125 South Main Street, Vineyard, Utah
November 16, 2021 at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Cristy Welsh

Absent

Councilmember Chris Judd

Staff Present: Interim City Manager George Reid, City Engineer Naseem Ghandour, Community Development Director Morgan Brim, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Others speaking: Andrew Gwynn and Geoff Dupaix with the Utah Department of Transportation (UDOT), Ryan Wride with Horrocks Engineers

6:00 PM SPECIAL SESSION

1. CALL TO ORDER/ INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Mayor Fullmer opened the meeting at 6:00 PM. Councilmember Earnest gave the invocation and led the Pledge of Allegiance.

2. BUSINESS ITEMS

2.1 DISCUSSION AND ACTION – 2021 Municipal General Election Canvass and Certification

City Recorder Pamela Spencer will present to the mayor and City Council the results of the 2021 Municipal General Election. The mayor and City Council will sit as the Board of Canvassers to certify the results of the 2021 Municipal General Election.

City Recorder Pamela Spencer presented the results of 2021 Municipal General Election. She also gave statistics from the past four elections. There was a discussion about the election results.

Chair Fullmer called for a motion.



Motion: BOARDMEMBER WELSH MOVED TO CERTIFY THE RESULTS OF THE NOVEMBER 2, 2021 MUNICIPAL GENERAL ELECTION, AND TO CERTIFY THE ELECTION OF JULIE FULLMER AS MAYOR AND MARDI SIFUENTES AND AMBER RASMUSSEN AS CITY COUNCILMEMBERS, EACH FOR A FOUR-YEAR TERM. BOARDMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, AND WELSH VOTED AYE. BOARDMEMBER JUDD WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

3. WORK SESSION



3.1 UDOT Betterments for the Vineyard Connector

City Engineer Naseem Ghandour will lead a discussion about desired betterments for the Vineyard Connector expansion.

Andrew Gwynn with the Utah Department of Transportation (UDOT) explained that they would be completing the Vineyard Connector from Main Street to 1600 North to help with the completion of the town center. He added that the Connector would go from Geneva Road in Orem and tie into the American Fork/Lehi area. It would be one lane in each direction with turn lanes and a grade-separated pedestrian crossing. He reviewed the timeline for completion of the expansion and three options for the betterments of the Vineyard Connector.

Baseline

- 16-foot opening
- Roadway going over
- Four-sided box
- Cost – \$1 million (estimate)

Option 1

- 42-foot opening
- Roadway goes over
- Pre-cast arch
- Cost - \$3.1 million (estimate)

Option 2

- 42-foot opening
- Roadway goes under
- Cost – \$3.4 million (estimate)
- Can accommodate future widening at \$100,000 per foot (estimate)

Option 2A

- 42-foot promenade
- Roadway goes under
- Cost \$3 million (estimate)
- Can accommodate future widening at \$80,000 per foot (estimate)

93  There was a discussion about the options. One item of note was that the promenade would
94 be vehicle rated. The council agreed to have the promenade go over the road. Ryan Wride with
95 Horrocks Engineers explained that they needed to take into consideration the width of the
96 promenade and how they would get pedestrians back down to grade.

97
98 There was as discussion about the design. The council wanted the promenade to be 100 feet
99 wide. There was also a discussion about the difference between the arches and a girder structure
100 and the pros and cons of both.

101
102  There was discussion about the phasing of the road. Geoff Dupaix with UDOT explained
103 that there would be some flexibility with the phasing, but not the design. The discussion
104 continued.

105
106 Consensus was:

- 107 • Going over with the promenade
- 108 • Start with 50-foot construction width and expand to the 100-foot in the future
- 109 • Preferred with the arch, with the flexibility to change to the girder if necessary
- 110 • Right-of-way discussion with the developer
- 111 • Road built this next year with the bridge if possible

112
113 Mr. Ghandour mentioned that he would work with UDOT to work out a contract. There was as a
114 discussion about further betterments.

115 116 117 **4. CLOSED SESSION**

118 No closed session was held.

119 120 121 **5. ADJOURNMENT**

122 Mayor Fullmer called for a motion to adjourn the meeting.

123
124  **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT
125 6:44 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER,
126 COUNCILMEMBERS EARNEST, FLAKE, AND WELSH VOTED AYE.
127 COUNCILMEMBER JUDD WAS ABSENT. THE MOTION CARRIED WITH ONE
128 ABSENT.

129
130
131 MINUTES APPROVED ON: _____

132
133 CERTIFIED CORRECT BY: /s/Pamela Spencer
134 PAMELA SPENCER, CITY RECORDER
135



**MINUTES OF A SPECIAL SESSION
OF THE VINEYARD CITY COUNCIL**

City Council Chambers
125 South Main Street, Vineyard, Utah
December 1, 2021 at 5:02 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd
Councilmember Cristy Welsh

Absent

Staff Present: Interim City Manager George Reid, City Recorder Pamela Spencer

Others Speaking: None

1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Mayor Fullmer opened the meeting at 5:02 PM. She gave the invocation and led the Pledge of Allegiance.

2. BUSINESS ITEMS

2.1 No items were submitted.

3. CLOSED SESSION

3.1 The mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of discussing the character, professional competence, or physical or mental health of an individual.

 Motion: COUNCILMEMBER JUDD MOVED TO GO INTO A CLOSED SESSION IN THE CONFERENCE ROOM IMMEDIATELY FOLLOWING THIS MEETING TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL PERTAINING TO CITY MANAGER INTERVIEWS. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTE AYE. THE MOTION CARRIED UNANIMOUSLY.

48 **4. ADJOURNMENT**

49
50  **Motion:** COUNCILMEMBER JUDD MOVED TO ADJOURN THE MEETING AT 5:04
51 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER,
52 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTE AYE. THE
53 MOTION CARRIED UNANIMOUSLY.

54
55 **Motion to adjourn the Closed Session:**

56
57
58 MINUTES APPROVED ON: _____

59
60 CERTIFIED CORRECT BY: /s/Pamela Spencer
61 PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 12-8-2021

Agenda Item: 6.4 Water Tank Pipeline

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

City Staff have been working with engineering consultant Hansen Allen and Luce Engineers (HAL) to design the culinary water system build out phase of our water tank project. We have also been coordinating closely with Central Utah Water Conservancy District (CUWCD) for the required connections to their system to meet the needs of the City. Due to recent water quality concerns found by CUWCD in some of their well developments and additional treatment required to mitigate, CUWCD has requested changes to our connection locations. The location changes have eliminated a RR crossing but have added several thousands of feet of additional pipeline. In addition, to allow for flexibility of pipe material options and availability, we have requested design to incorporate cathodic protection for the use of metal pipe materials. Our soils are more corrosive and require this to prolong the life of the pipe material. Proposed is Amendment 2 to the current Vineyard City Pipelines and Meter Station Designs agreement which addresses the additional services required to complete these tasks. This cost is a “not to exceed” cost to complete the scope as proposed.

Fiscal Impact:

Water Tank Project Funding

Vineyard City Pipelines and Meter Station Designs

Current Contract Price	\$ 468,224.00
<u>Addendum No 2</u>	<u>\$ 55,643.00</u>
New Total	\$ 523,867.00

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve city staff to execute and complete the addendum No. 2 to the Vineyard City Pipelines and Meter Station Designs with Hansen Allen and Luce Engineers as presented to complete the culinary water system build out design as proposed.

Attachments:

Vineyard City Pipelines and Meter Station Designs Amendment No. 2

Mr. Chris Wilson, P.E.
Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

December 2, 2021

RE: Vineyard City Pipelines and Meter Station Designs
Budget Amendment No. 2 - Additional Services

Dear Mr. Wilson:

This document serves as Amendment 2 to Task Order 319.05.300 to Engineering Services Agreement (the Agreement) for the Vineyard City Pipelines and Meter Station Designs, dated the 23rd day of November, 2020.

Due to recent modifications made by Central Utah Water Conservancy District to their proposed system plans, they have indicated that they would like us to relocate our connections to their system to their 800 North meter station and to a revised meter station location along 1600 North (approximately 1400 feet east of the previous proposed connection). These proposed modifications have resulted in increased design requirements for the pipelines. The additional locations of water line design include extending a 24" pipe along Vineyard Connector (800 North) from Mill Road to the existing Central Utah Water Conservancy District Connection Meter Station adjacent to Geneva Road, and extending the 24" tank supply pipe in the alignment of the future 1600 North from the entrance of the CUWCD property to a connection point near the east end of the CUWCD property. The change also includes elimination of the railroad crossing at 400 North.

Due to current volatility in the availability and cost of PVC pipe, Vineyard City has requested that J-U-B bid PVC and ductile iron pipe as alternates. Due to the corrosive nature of the soil, this requires that J-U-B design a cathodic protection system against corrosion of the ductile iron pipes. Thus, included in this Budget Amendment No. 2 is corrosion control design for ductile iron pipe, which is to be included in the ductile iron pipe bidding alternate.

Attached please find Attachment 1 from JUB which provides documentation regarding the modifications to their work and accompanying costs.

We propose a professional "not to exceed" engineering budget amendment of \$55,643 for the extra work. The following table summarizes the estimated engineering fee required to accomplish this extra work.

ITEM	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
1	JUB Additional Costs (See Attachment 1)	\$54,552.00
2	HAL 2% MARKUP [*]	\$1,091.00
	Total Amendment No. 2 Fee	\$55,643.00

- Note: HAL's normal markup on subconsultants is 10%. However, we are only adding 2% to this contract to cover costs associated with Professional Liability Insurance which is based upon our gross billings, including any subconsultant revenues.

Total Contract Price prior to this Amendment = \$468,224.00
Amendment No. 2 Request = \$ 55,643.00
Total Contract Price with Amendment = \$523,867.00

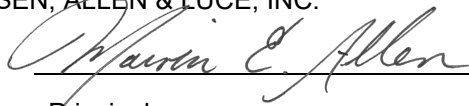
Accepted by:

CLIENT: _____

By: _____

Its: _____

HANSEN, ALLEN & LUCE, INC.

By:  _____

Its: Principal _____



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

CLIENT: Hansen, Allen & Luce (HAL) / Vineyard City

J-U-B PROJECT NUMBER: 50-20-059

CLIENT PROJECT NUMBER: Modification to HAL task order no. 319.50.300

ATTACHMENT TO: AGREEMENT DATED: 11/20/2020

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The changes covered by this modification relate to corrosion protection and water line design in additional locations.

Due to current volatility in the availability and cost of PVC pipe, Vineyard City has requested that J-U-B bid PVC and ductile iron pipe as alternates. Due to the corrosive nature of the soil, this requires that J-U-B design a cathodic protection system against corrosion of the ductile iron pipes.

The additional locations of water line design include extending a 24" pipe along Vineyard Connector from Mill Road to the Central Utah Water Conservancy District Connection Point and extending the 24" pipe in the alignment of the future 1600 North from the entrance of the CUWCD property to a connection point near the east end of the CUWCD property. The change also includes elimination of the railroad crossing at 400 North.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task A (aka Task 100): Project Management

J-U-B anticipates spending time on the following additional subtask:

Subtask 9. Additional Work: Project management related to additional work described in this contract modification:

- a. Scoping, arranging for, and scheduling additional activities
- b. Plan and schedule additional quality control and quality assurance activities
- c. Include additional team members and coordination of additional work
- d. Monitor progress of additional work

B. Task B (aka Task 200): Preliminary Engineering, Permitting, 60% Design

Subtask 20. Additional Work: Preliminary design work related to extension of water lines in 1600 North and Vineyard Connector.

- a. Add 1600 North roadway and utilities design provided by others to the CAD basemap.
- b. Identify possible horizontal alignments of the water line in the future 1600 North; review potential conflicts with Vineyard City
- c. Establish preliminary horizontal and vertical alignment of 1600 North water line
- d. Restore the Vineyard Connector pipeline alignment that was identified earlier in the project; identify potential conflicts and propose means to address them
- e. Perform quality control reviews of the preliminary design and review the 60% design of the water lines in 1600 North and Vineyard Connector with the City and HAL.

C. Task C (aka Task 300): Final Design and Complete Bidding Documents

J-U-B will perform the following additional tasks:

Subtask 14. Remove Subtask: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages.

Subtask 16. Additional Work: Preliminary testing for cathodic protection system design

- a. Review available background information, including geotechnical boring logs and land surveying reports
- b. Perform site visit to:
 - i. Collect deep well soil resistivity data by the Wenner Four Electrode method (ASTM G57) at pin spacing necessary for estimated deep well depth.
 - ii. Identify foreign rectifiers and other sources of possible stray current
- c. Includes travel expenses and equipment for testing (multimeter, grounding pins, current interrupter, 2000 LF of 18ga test wire with reel)

Subtask 17. Additional Work: Cathodic protection system design

- a. Provide a technical specification, mark-up plan and profile sheets, and provide cathodic protection system design details for both ductile iron and PVC pipe designs.
- b. Review and respond to review comments, incorporate comments and changes into plans.
- c. Prepare opinion of probable construction cost

Subtask 18. Additional Work: Final design phase work related to extension of water lines in 1600 North and Vineyard Connector

- a. Incorporate comments from 60% review with City and HAL
- b. Prepare final design plan and profile drawings
- c. Include additional areas in 90% design documents and perform quality control reviews
- d. Address final comments and finalize bidding documents
- e. Include additional areas in quantity takeoff

D. Task D (aka Task 400): Bidding Support Services

J-U-B anticipates spending additional time on the following subtask as a result of the additional work:

Subtask 2. Respond to bidders questions and submit addenda as necessary – address questions related to the cathodic protection system and differences in system design depending on the pipe material type

- a. Assumption: we will not need to issue a separate addendum related to cathodic protection.

E. Task E (aka Task 500): Construction Phase Services

J-U-B will perform the following additional tasks:

Subtask 12. Additional Work: Pre-commissioning corrosion protection testing

- a. Test and record pipe-to-soil potentials at every test station

- Subtask 13. Additional Work: Final testing and commissioning of cathodic protection system
- a. Test and record pipe to soil potentials after pipeline has been allowed to polarize for a minimum of 2 weeks.
 - b. Confirm ductile iron pipeline continuity.
 - c. Work with Contractor to adjust rectifier output after testing potentials.
 - d. Includes travel expenses

Subtask 14. Additional Work: Construction engineering work related to additional volume of construction related to extension of water lines in 1600 North and Vineyard Connector. The change in piping adds about 3,300 linear feet of pipe to the 18,500 previously in the project; it also removes one railroad crossing. The additional length is an increase of between 15% and 20%. We estimate an increase of about 15% in construction engineering.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide access to land as needed through Vineyard City
 2. Review and comment on cathodic protection system design (CLIENT and Vineyard City)
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1.
 - 2.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the additional fees for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A (100)	Project Management	Time and Materials (Estimated Amount Shown)	\$3,802	Concurrent with work progress
B (200)	Preliminary Engineering, Permitting, 60% Design	Time and Materials (Estimated Amount Shown)	\$6,917	Concurrent with work progress
C (300)	Final Design and Complete Bidding Documents	Time and Materials (Estimated Amount Shown)	\$29,514	Concurrent with work progress
D (400)	Bidding Support Services	Time and Materials (Estimated Amount Shown)	\$592	Concurrent with work progress
E (500)	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$13,726	Concurrent with work progress
Total:			\$54,552	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

F. Exhibit 1-B contains the modified anticipated schedule for the remainder of the project, including the services identified in PART 2.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Exhibit 1-B: Anticipated Schedule

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Municipal/Utility Engineering (203)



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Exhibit 1-A

Vineyard Phase 1 Water Transmission Pipeline - Contract Modification 2

Work Breakdown Structure

Last Updated 11/04/2021

Description	Electrical Engineer	Direct Expenses	Total	Total
	(\$)	(\$)	(hrs)	(\$)
Vineyard Phase 1 Water Transmission Pipeline	(\$2,913)	\$6,366	336	\$54,552
Task 100 - Project Management and Progress Meetings			20	\$3,802
009 - Additional Work: Project management time related to contract modification 2			20	\$3,802
Task 200 - Preliminary Engineering, Permitting, 60% Design				\$6,917
020 - Additional Work: Preliminary design work related to extension of water lines in 1600 North and Vineyard Connector.			48	\$6,917
Task 300 - Final Design and Complete Bidding Documents		\$5,846	28	\$29,514
014 - Remove Subtask: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages			-19	(\$2,431)
016 - Additional Work: Preliminary testing for cathodic protection system design		\$5,846	26	\$9,694
017 - Additional Work: Cathodic protection system design			21	\$3,108
018 - Additional Work: Final design phase work related to extension of water lines in 1600 North and Vineyard Connector			135	\$19,143
Task 400 - Bidding Support Services			4	\$592
002 - Additional Time: Respond to questions and issue addenda as necessary			4	\$592
Task 500 - Construction Administration Services	(\$2,913)	\$520	101	\$13,726
012 - Additional Work: Pre-commissioning corrosion protection testing			5	\$525
013 - Additional Work: Final testing and commissioning of cathodic protection system		\$520	26	\$4,110
014 - Additional Work: Construction engineering work related to extension of water lines in 1600 North and Vineyard Connector.	(\$2,913)*		70	\$9,091

* Time in the original agreement for electrical engineering work during the construction phase that is no longer needed

[illegible]



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 8, 2021

Item: 6.5 Purchase of Public Works Truck

Department: Public Works Fleet

Presenter: Chris Wilson

Background/Discussion:

The Public Works Department is looking to purchase a truck.

Fiscal Impact: Total purchase price of the truck is 47,015.00. The funding will come from the Fleet Capital Outlay budget reserved for fleet vehicles.

61-4774	FLEET CAPITAL OUTLAY	\$176,000.00
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PROPOSED PURCHASES:

2022 CHEVY SILVERADO 3500 HD - \$47,015.00

Recommendation: MOTION TO APPROVE

Sample Motion: I move to approve and allow staff to move forward with the purchase of the new fleet vehicle as proposed.

Attachments:

Summary Information

Model Information

Year:	2022	Division:	CHEVROLET TRUCK	Distribution Entity:	FLT Fleet
Allocation Group:	CHDCRW	Model:	CK31043	Order Type:	FNR-Fleet Commercial
Charge To BAC:	185532	Ship to BAC:	185532	Quantity:	1
Requested TPW:	12/27/2021	Primary FAN:	000458707	End-User FAN:	
MSRP w/DFC†:	W/A	Invoice w/DFC†:	W/A		
GMS w/DFC†:	W/A	Supplier w/DFC†:	W/A		

Customer Information

Business Name:
VINYARD CITY
Phone:
Email:

Vehicle Specifications

PEG: 1WT - Work Truck Preferred Equipment Group
Primary Color: GAZ - Summit White
H0U -
Trim: 1WT/1LT/1SP/2LT/1FL/1LS- Cloth, Jet Black, Interior Trim

Additional Options

9J4 - Bumper: Rear Delete	9L7 - Upfitter / Accessory Electrical Switches
AE7 - Seats: Front 40/20/40 Split-Bench, Uplevel	AKO - Glass, Deep Tinted
AQQ - Keyless Remote Entry	AU3 - Power Door Locks
BG9 - Floor Covering: Rubberized Vinyl, Black	DBG - Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator
F60 - Front Spring / Camper Package: Heavy	FE9 - Federal Emissions

Vingard City 0%
\$ 47,015.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: Wednesday December 8, 2021

Agenda Item: 6.6 Purchase of Mini Excavator

Department: Public Works Fleet

Presenter: Chris Wilson

Background/Discussion:

The Public Works Department is looking to purchase a Mini Excavator.

Fiscal Impact: Total purchase price of the equipment is \$83,000.00 to be broken up over 6 Annual Period Payments in the amount of \$13,700.00 with a finance rate of 3.39%. The funding for each period payment will come from the Fleet Capital Outlay budget reserved for fleet vehicles.

61-4774	FLEET CAPITAL OUTLAY	\$176,000.00
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PROPOSED PURCHASES:

2021 CATERPILLAR MODEL 306 C3 TH HYDRAULIC EXCAVATOR

Recommendation:

Staff recommends approval.

Sample Motion: "I move to approve and allow staff to move forward with the purchase of the new fleet vehicle as proposed".

Attachments:

Invoice from Labrum Chevrolet



137146-01

December 6, 2021

VINEYARD CITY

125 S MAIN STREET
OREM, UT84059

Attention: CHRIS WILSON



Machine pictured may not reflect specifications quoted.

Chris Wilson,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 306 C3 PAB Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: BCP00650

SERIAL NUMBER: 06G605003

YEAR: 2021

SMU: 2

Thank you for your interest in Wheeler Machinery and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Trevor Shuman
Machine Sales Representative
tshuman@wheelercat.com
801-209-1882

One (1) New Caterpillar Model: 306 C3 PAB Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

306 07A CR MHE DCA4C	601-3839	TRAVEL PEDALS	541-4573
DRAIN, ECOLOGY	382-8757	FILM, INC. CANADA	552-5984
BELT, SEAT, 3" RETRACTABLE	510-6085	FILM, COUPLER, ISO	555-8731
ALARM, TRAVEL	511-6170	SOFTWARE, PROPORTIONAL CONTROL	557-1709
RADIO	511-6219	SOFTWARE, STICK STEER CONTROL	557-1710
CAT KEY, WITH PASSCODE OPTION	522-6460	SOFTWARE, 2 WAY CONTROL	557-1711
LIGHTS, STANDARD	522-6498	SOFTWARE, CODED START	557-1713
CAMERA, REAR VIEW	522-6505	PRODUCT LINK, CELLULAR PL243	557-5067
306 07A CR MINI EXCAVATOR	523-7568	MONITOR NEXT GEN, CAMERA READY	557-5068
BOOM, SWING	523-7583	HEATER, WATER JACKET	566-0462
ENGINE, EPA TIER 4 FINAL	523-7593	SEAT, MECH SUSP, FABRIC, CAB	569-7627
ELECTRICAL ARR, C2.4 HRC	523-8003	BLADE, ANGLE, BOCE	579-2605
TRACK, 16", RUBBER BELT	527-2800	STICK, LONG, ANGLE BLADE	579-2627
LINES, STICK	532-7890	PACKING, LAST MILE PROGRAM	0P-4299
LINES, BOOM	532-7892	SERIALIZED TECHNICAL MEDIA KIT	421-8926
CONTROL, QUICK COUPLER	532-8607	LANE 2 ORDER	0P-9002
LINES, QC, LNG STK, 3 LINE	532-8634	BUCKET, 24" - BCP00650B	464-9911
INSTRUCTIONS, ANSI	535-8483		
NO EXTRA COUNTERWEIGHT	538-2663	THUMB - BCP00650T	221-9577
LINKAGE BUCKET W/ LIFTING EYE	538-2697	COUPLER, PG, HYDR.D.LOCK, 5T	485-5301

State Contract **MA3383**

SELL PRICE

\$83,000.00

WARRANTY & COVERAGE

Standard Warranty: 2 Year / 2000 Hour Premier

F.O.B/TERMS:

Vineyard

PAYMENT TERMS
Lease Terms

HOUR PER YEAR	TERM	PERIOD PAYMENT	RATE	BUYOUT PRICE
500	6 (Annual)	\$13,700.00	3.39%	\$13,700.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 8, 2021

Agenda Item: 6.7 Fireworks approval

Department: Administration

Presenter: George Reid

Background/Discussion: A resident has requested to have fireworks on New Year's Eve in a city owned park. Vineyard Code 13.12.060 Fireworks, Firearms And Explosives states, "No person shall discharge any firearms, firecrackers, rockets, torpedoes, powder, or any other fireworks or explosives in any public park, trail or playground located in Vineyard City without the prior consent of the municipality."

Staff and the City Council have determined that they want to allow residents to shoot fireworks off in public parks one night a year. That night would be December 31 (New Year's Eve), starting at 7:00 PM until January 1 at 12:30 AM.

Fiscal Impact: N/A

Recommendation: Staff is recommending approval.

Sample Motion: "I move to allow residents to shoot fireworks off in public parks one night a year. That night would be December 31 (New Year's Eve), starting at 7:00 PM until January 1 at 12:30 AM."

Attachments: N/A



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 8, 2021

Agenda Item: 9.1 PUBLIC HEARING – Consolidated Fee Schedule

Department: Finance

Presenter: Bayley Deason, Treasurer

Background/Discussion:

Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date.

Fiscal Impact:

The proposed changes should have minimal fiscal impact as fees are increased and added to assure that the City's costs (supplies, labor, overhead, etc) are covered for the provided services.

Recommendation:

The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:

I move to adopt Resolution 2021-23, the amended FY21-22 Consolidated Fee Schedule as presented.

Attachments:

Resolution 2021-23

Consolidated Fee Schedule – Amended 2021-2022 Fiscal Year

RESOLUTION NO. 2021-23

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and was held on the 8th day of December 2021 on the proposed amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH AS FOLLOWS:

See exhibit A

PASSED BY THE CITY COUNCIL OF VINEYARD, UTAH THIS 8th DAY OF DECEMBER 2021.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder



Consolidated Fee Schedule 2021-2022 Fiscal Year

Administrative	2
Recreation.....	2 4
Utilities	4 53
Sanitation	53
Facilities Rental	5 63
Special Event Permit.....	65
Code Enforcement Fess.....	56-7
Business Licensing	57-8
Land Use Applications	68-9
Building Permit Fees	810-11



Building Inspection Fees

[911](#)

Impact Fees

[1011-12](#)

Pass Through Fees

[1012](#)

Water Department Fees

[1112-13](#)

ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies \$0.10 per page
Returned Checks	\$10.00
Colored Map Copies – 8 1/2 x 11	\$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$35



City Offense Fines	Class B misdemeanor– not to exceed \$1000 Class C misdemeanor or infraction – not to exceed \$750
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RECREATION FEES

3v3 Adult Soccer	Team - \$250 Individual - \$50
3v3 Adult Soccer Tournament	Team - \$80 Individual - \$20
3v3 Basketball Tournament	Team - \$80 \$79 Individual - \$20 \$29
Adult Flag Football Team Registration	Team - \$500 \$350 Individual - \$50
Adult Kickball Tournament	Team - \$129 \$100 Individual - \$19 \$20
Adult Pickleball	\$50
Adult Soccer Team Registration	Spring - \$350 Team - \$500 Fall - \$400 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50
Adult Tennis Tournament	\$30
Adult Volleyball Team Volleyball	Team - \$350 250 Individual - \$50
Adult Volleyball Tournament	Team - \$120 Individual - \$20
Adult Ultimate Frisbee	Team - \$350 Individual - \$50
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100

Formatted Table



E-Sports	\$50
Exercise Class	\$50
Pickleball Tournament Team	Team - \$30 Individual - \$15
Race Registration	Regular 5k/10k - \$20 25 Kids 1k - \$10 12 Family Rate \$45 30 per household Group Rate – \$15 per person
Race T-Shirts	\$10
Senior Program	\$50
Spikeball Tournament	Team - \$30 Individual - \$15
Sports Trivia/Fantasy Class	\$50
Toddler Sports Clinic	\$50 49
Virtual Races	\$25
Youth Arts	\$50
Youth Baseball Clinic	\$50
Youth Basketball Clinic	\$50
Youth Coach Pitch Registration	\$50 49
Youth Flag Football Registration	\$50 49
Youth Jr Jazz Basketball	\$80 79
Youth Kickball	\$50 49
Youth Machine Pitch	\$70
Youth Pickleball Programs Clinic	\$50 49
Youth Soccer Programs	\$50 49
Youth T-Ball Registration	\$50 49
Youth Tennis Clinic	\$50
Youth Ultimate Frisbee	\$50
Youth Volleyball Programs	\$50 49
Youth Wrestling	\$50 49
Additional Non-Resident Adult Soccer Fee	Team - \$50 Individual - \$10
Late Registration	\$50 - Team \$10 – Individual



<u>Late Team Registration</u>	<u>\$50</u>
<u>Cancellation Fee</u>	<u>Up to 75% of Registration Cost</u>

UTILITY FEES

Water Base Rate ¾" Meter	\$27.09 first 5,000 gallons
Water Base Rate 1" Meter	\$37.93 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$48.76 first 5,000 gallons
Water Base Rate 2" Meter	\$78.56 first 5,000 gallons
Water Base Rate 3" Meter	\$297.99 first 5,000 gallons
Water Base Rate 4" Meter	\$386.48 first 5,000 gallons
Water Base Rate 6" Meter	\$568.89 first 5,000 gallons
Water Base Rate 8" Meter	\$758.52 first 5,000 gallons
Residential Water Usage Rates:	
Tier 1 (5,001 – 15,000)	\$1.77 per 1,000 gallons
Tier 2 (15,001– 30,000+)	\$2.03 per 1,000 gallons
Tier 3 (30,001 – 50,000)	\$2.50 per 1,000 gallons
Tier 4 (50,001+)	\$2.75 per 1,000 gallons
Commercial Water Usage Rates:	
Tier 1 (5,001 – 30,000)	\$1.77 per 1,000 gallons
Tier 2 (30,001 – 100,000)	\$2.50 per 1,000 gallons
Tier 3 (100,001+)	\$2.75 per 1,000 gallons
Sewer Base Rate	\$17.25
Sewer Usage Rate	\$3.50 per 1,000 gallons
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$5 Per ERU

SANITATION FEES

90-Gallon Residential Can	\$13
Second 90-Gallon Residential Can	\$8
Recycling Can	\$6



FACILITIES RENTAL FEES

Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40 for Resident, \$80 for Non-Resident
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Inflatables Fee with Pavilion Rental	\$25
Inflatable Deposit with Pavilion Rental	\$175
Pavilion Rental Cancellation Fee	\$5
Single Soccer 4 Hour Field Rental (Monday – Thursday)	\$300 Deposit + \$150 for Residents, \$300 for Non-Resident
Single Soccer 4 Hour Field Rental (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Residents
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Outdoor Basketball Court Rental	\$25 per hour per ½ court
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$125 1000+ Feet - \$150
Remarketing Line Painting – Per Field	1-499 Feet - \$20 500-999 Feet - \$25 1000+ Feet - \$30

SPECIAL EVENT FEES

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 participants	\$100
Summer Celebration Food Vendor	\$300
Summer Celebration Vendor Booth	\$100



Boo-A-Palooza Vendor Fee	\$50
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CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1 st Offense - \$100 2 nd Offense - \$200 3 rd (or more) Offense - \$400
Civil Penalty Fee	\$25 per day, per violation
Code Violation Fee - Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250

ANNUAL BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee	\$25 per truck
Retail	\$215
Service Related	\$150
Business License Renewal Fee	\$25
Solicitor License	\$30
Transient/Itinerant Merchant (90-day maximum)	\$30



Towing/Parking Enforcement Certificate	\$50
Class A- D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
A or B Liquor License	\$300 + Proof of \$10,000 Bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee	\$25
Penalty Fee for doing business without a Vineyard Business License	Double the license fee

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2663 < 10 acres = \$500
Planned Unit Development	\$1000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663



Site Plan – Non-residential	\$3,756
Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text or Map Amendment	\$1,000
General Plan Map Amendment	\$1000
Land Use Ordinance Text or Map Amendment	\$1,000
Land Use Map Amendment	\$1000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Street and Traffic Control Signs	\$350 per post
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Engineering Inspection Fees – Subdivision Related	3% of bid tabulation placed in escrow before construction begins.
Engineering Inspection Fees – Non-Subdivision Related	\$150 per hour, rounded up to nearest hour
Engineering Re-Inspection Fees	\$150 per hour, 2-hour minimum
Street Light Fee	\$10,000 per light
Street Sign Fee	\$300 per sign
Demolition	Up to \$500 plan review fee
Encroachment Permit	\$150 + \$1 per square foot
Jet Truck Work Request	\$190/hour – Minimum of 2 hours
Fine for Use of Public Right of Way	\$300 + \$150 per hour inspector is



without Approved Permit	onsite past initial hour
Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure	\$50
Use of City Barricades for Road Closure	\$300 refundable deposit per set of barricades
Additional plan review required by changes, additions, or revisions to any land use applications	\$65 per hour, half hour minimum
Special Planning Commission Meeting	\$390 per meeting



BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$48
\$1,301 to \$2,000	\$48 for the first \$1,300; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof



Residential Plan Review	25% of Building Permit Fee
Commercial Plan Review	35% of Building Permit Fee
Duplicate Plan Review	15% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$48 per hour, two-hour minimum
Re-inspection	\$48 per hour
Inspection for which no specific fee is indicated	\$48 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans,	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	Included in Business License Fee
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction

*Fines doubled for each subsequent infraction

IMPACT FEES

(Impact Fee Area Maps are found on the website)

Sewer Facilities	• Area A - \$539 • Area B - \$2,391 • Area C – RDA
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Culinary and Irrigation Water Systems	• Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities	• Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water	• Area A - \$222 • Area B - \$337 • Area C - \$237

PASS THROUGH FEES

Timpanogos Special Service District	Equal to TSSD's impact fee as dictated by their up-to-date Impact Fee Facilities Plan.
Orem Water Reclamation	Equal to Orem City's Water Reclamation as dictated in their up-to-date Consolidated Fee Schedule.
Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule.

All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.

WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	\$363
1" Water Meter & Connection Fee	\$495
1½" Water Meter & Connection Fee	\$775
2" Water Meter & Connection Fee	\$1,206
Water Lateral Inspection Fee	\$50
Water Meter Reconnect Fee	\$50
Utility Application Fee	\$20



Fire Hydrant Meter Rental Deposit	\$1625
Daily Rate – Fire Hydrant Meter	\$10/100 month
Water Rate – Fire Hydrant Meter	\$2 Per 1,000 gallons of water
Residential Construction Water	\$50 minimum
Non-Residential Construction Water	\$50 minimum
Illegal Connection to Water System	\$1,000 per occurrence



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 8, 2021

Agenda Item: 9.2 Voter Participation Areas

Department: Recorder

Presenter: Pamela Spencer

Background/Discussion:

In 2019 the Utah Legislature passed a bill requiring cities and towns to create voter participation area to break up the cities into quadrants. These quadrants are mainly to be used when there is a citizen-sponsored initiative or referendum. This is designed to allow equal participation throughout the entire city. This section of the code can be found in UCA 20A(7)(401.3).

Voter participation areas are to be created by cities with 10,000 or more residents. The participation areas were to be completed by January 1, 2020, then again by January 1, 2022, and then again by January 1 every ten years thereafter. Utah County put together the maps for all of their cities and towns, which I received for Vineyard in October 2019. The recommendation by other cities is to adopt these areas by resolution. The original areas were adopted in January of 2020 and now need to be readopted.

Utah County has been working on creating new areas but was delayed in getting them completed due to the timeframe the census data was completed as a result of COVID. They anticipate having the areas completed by the end of the year. It was recommended by the county that the City Council readopt the current participation areas until the new areas are completed. I have scheduled the adoption of the new areas for the January 12, 2022 City Council meeting.

Fiscal Impact: N/A

Recommendation: The recorder's office recommends that City Council readopt the current Voter Participation Areas by resolution.

Sample Motion:

I move to approve the Voter Participation Areas by Resolution 2021-24, as presented.

Attachments:

Resolution

Voter Participation Areas

RESOLUTION NO. 2021-24

A RESOLUTION OF THE VINEYARD CITY COUNCIL ESTABLISHING VOTER PARTICIPATION AREAS

WHEREASE THE city of Vineyard as required by statue adopted Voter Participation Areas pursuant to Utah Code § 20A-7-401.3; and

WHEREAS the City of Vineyard is required by statute to adopt new Voter Participation Areas pursuant to Utah Code § 20A-7-401.3 by January 1, 2020; and

WHEREAS the City of Vineyard is a city of the fifth class, but having more than 10,000 residents; and

WHEREAS Utah County is delayed in getting these areas created due to the timeframe the census data was completed as a result of COVID; and

WHEREAS Utah County anticipates completing the new areas by the end of December, it becomes necessary to readopt the current Voter Participation Areas that were adopted in 2020, attached as Exhibit A; and

WHEREAS the Vineyard City Council will adopt the new areas at the January 12, 2022 City Council Meeting and hereby finds this action to be in the best interest of the public's health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH, as follows:

1. The Vineyard City Council hereby readopts Exhibit A as the City's Voter Participation Areas.
2. This Resolution shall become effective immediately upon its passage.
3. All other resolutions and policies in conflict herewith in whole or in part are hereby repealed.

PASSED and APPROVED this 8th day of December 2021.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

Exhibit A

Vineyard Quadrants

Utah County GIS Department

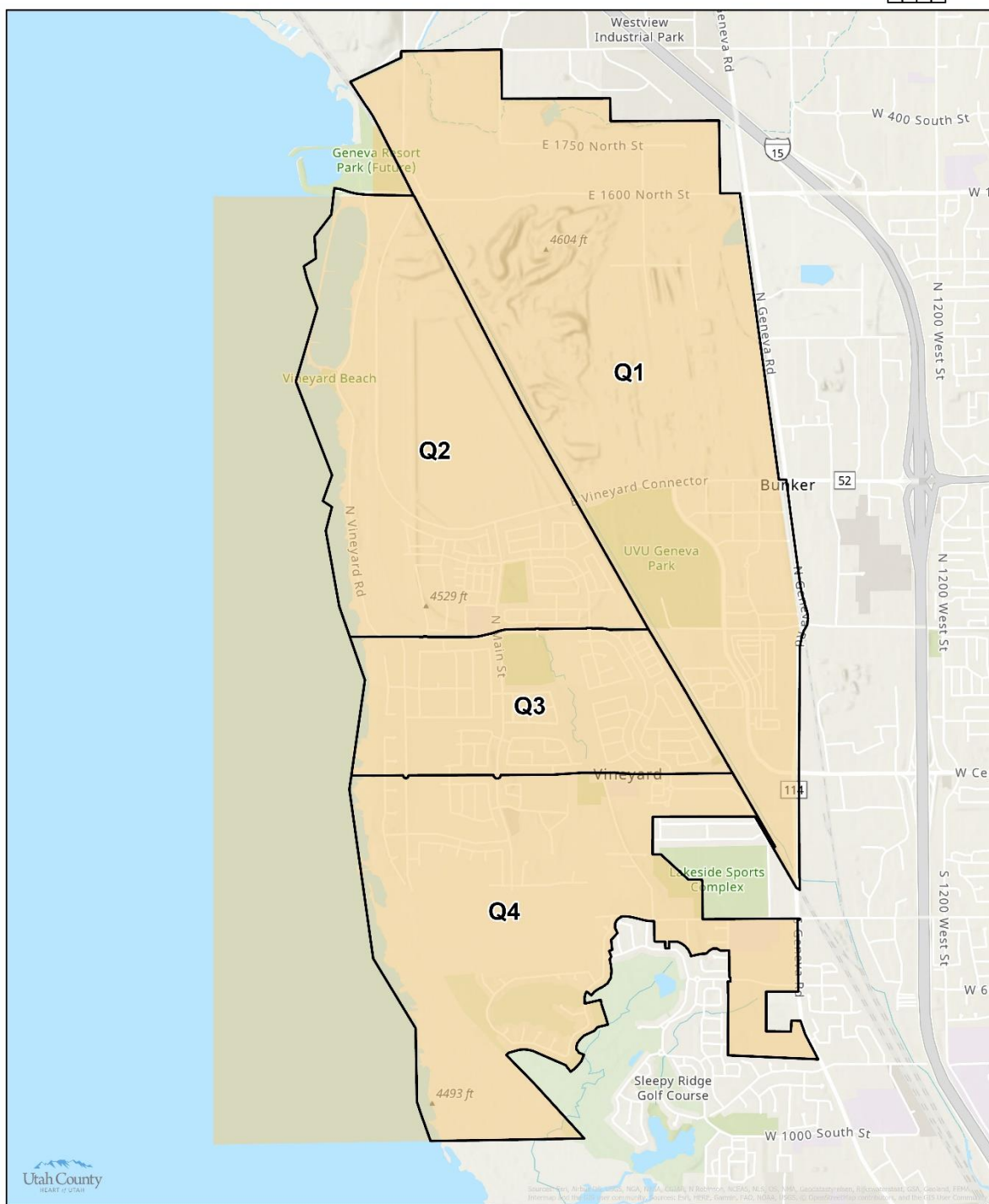
Q1
VI02

Q2
VI01A

Q3
VI01B

Q4
VI01C
VI01S
VI01S2

0 0.1 0.2 Miles





Community Development

Date: December 08, 2021
From: Briam Perez, Planner II
To: City Council
Item: 9.3 Public Hearing and Consideration of Ordinance 2021-15 General Plan, Zoning Text Amendment Ordinance 2021-16, and Zoning Map Amendment Ordinance 2021-17 to accommodate proposed Neighborhood Plan and development of property known as Clegg Farm (aka: Holdaway Farms).
Applicant: Cadence Homes and Goodboro Homes

OVERVIEW

The Holdaway Farms proposal seeks consideration of a residential development located on the property known as Clegg Farm. The project area contains two residential products, traditional single-family homes, and age-restricted detached homes, referred to as active adult living, with a focus on a 55+ age category. Two future church sites are located within the plan. The church sites are not included in the Neighborhood Plan but are contained in the General Plan and Zoning Map Amendment applications. These sites were shown in the plan to provide context to full build-out conditions. Holdaway Farms proposes open space in the form of parks, trails, and private amenities. The site is bounded by Utah Lake shoreline on the west, the Shores, Sycamores, Elms to the north, Holdaway Road neighborhood and portions of The Lakes at Sleepy Ridge to the east and south.



PROCESS

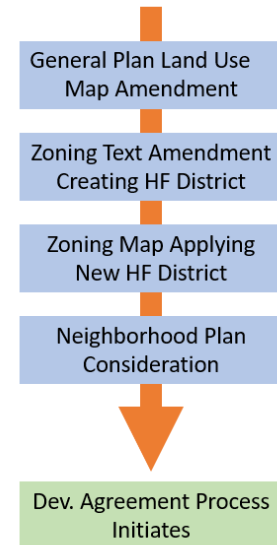
The applicant has proposed four land use applications to accommodate their project as follows:

1. General Plan Amendment to the Future Land Use Map from a Low Density to a Medium/Low Density designation;
2. Zoning Text Amendment to create a new Special Purpose Zoning District: Holdaway Farms (HF) District;
3. Zoning Map Amendment to apply the HF District to the proposed project area, and
4. Neighborhood Plan, which is a new application type created through the HF District.

The order above is the sequence in which the applications will need to be considered. The Vineyard Zoning Ordinance (VZO) Section 15.10 requires zoning ordinance and map changes to be consistent with the General Plan.

No amendment to any Land Use Ordinances, Zoning Districts Maps, or other Official Maps may be recommended by the Commission, or approved by the Council, unless such amendment is found to be consistent with the General Plan.

The proposed General Plan Land Use Map amendment provides a land use category supportive of the proposed HF District. The age-restricted lots as shown in the neighborhood plan, are plan contain lots with a size as low as 5,000 square feet which demonstrates a land use designation not compliant with the current Low-Density map. The VCO policy of general plan conformity necessitates the Planning Commission to consider legislative decisions with alignment to the underlying land use designations. The land use map must be amended prior to other zoning map or ordinance considerations. Following this decision, the Planning Commission may then consider the new HF District, zoning map amendment and lastly the Neighborhood Plan. The applicant has indicated if these applications are approved, they will submit a development agreement for future consideration. The HF requires the Development Agreement to be approved prior to platting or other development permits. The Development Agreement, among other items, will provide further details relating to open space amenities, construction phasing, and infrastructure necessary for the project area and its impacts. However, the city should understand baseline amenities and improvements being provided by the applicant.



All four applications require a public hearing before the Planning Commission. The Planning Commission, following consideration of public comments and staff reviews, will provide a recommendation to the City Council. The City Council is authorized to make a final determination. The public notice for these applications provided meeting details as to the time, date, location and general applicant request. Likewise, this process will be used for the future Development Agreement and for any major modifications to the Neighborhood Plan as outlined in the HF District.

GENERAL PLAN AMENDMENT

The applicant is seeking a General Plan amendment to the Land Use map from Low Density to Low/Medium Density. The Planning Commission has discussed in the past that the General Plan does not provide detailed information regarding density or allowable districts for each of the land use categories of the General Plan. The General Plan, as the name implies provides a general guiding document and framework for making land use decisions. This means we should consider what land use categories mean specifically to Vineyard as delineated in the map. The smaller lots proposed in the age-restricted community are similar in size to those found in the Solstice (3,500-5,500 sf), Providence (5,200-9,500 sf) and Cascade (4,600-7,100 sf) neighborhoods. The HF District age-restricted community proposed lots within the range of 5,000 to 5,800 sf. The Low/Medium Density as opposed to the Low-Density designation appears appropriate for the proposed development. Three planned park spaces are designated as Open Space.

The project area is located in the Southwest Residential Planning District of the General Plan. The purpose of this district is to provide a range of housing types to support multiple age groups and a diverse population. The Walkara Way Conservation Area is located southwest of the project site and is listed as an opportunity for preservation and recreation in the General Plan. The proposed Lakeside Park further implements General Plan objectives by providing access and amenities for the public to enjoy near the lake. This park may also serve as a shoreline gateway to Walkara Way and the regional trail system. The trail plan reflected in the Neighborhood Plan will provide several planned trail segments plus creates trail access from the shoreline up 400 South, then orients north on Lakeside Road into the Elm Neighborhood. City staff is working with Home Center Development to extend this trail into the existing wetlands trail system that connects into Gammon Park. This means the public will be able to travel the full distance from the shoreline into our park system and eventually to the Vineyard Train Station primarily on a dedicated trail.



Road Network

Several road connections will be made possible as this project infills. The collector road of 300 West, 400 South and Main Street will become connected. The Lakes at Sleepy Ridge will receive a critical secondary connection through 30 West into the southern side of this project and the Elms neighborhood will receive a connection through an extension of Lake View. These roadway connections are necessary and will help with traffic flow as the city grows. Additionally, a fully connected road network will assist public safety with maintaining efficient response times.



General Plan Policy Compliance

The following strategies and policies appear supportive of the proposed project:

➤ Land Use Element

GOAL 1: ENHANCE VINEYARD'S IDENTITY AS A COMMUNITY WITH A HIGH STANDARD OF LIVING, A DIVERSE ECONOMY, AND RICH MIXTURE OF HOUSING AND RECREATION OPPORTUNITIES.

STRATEGY 1: Integrate the pattern of land uses and mobility systems in ways that allow for less automobile trips and more choices for transportation.

STRATEGY 2: Allow for a diversity of residential product types to fulfill the needs of the entire community.

STRATEGY 5: Integrate public land uses such as parks, schools and other civic uses to act as the nucleus of neighborhoods and promote community interaction.

➤ Open Space Element

GOAL 2: SUPPORT THE FORMATION AND DEVELOPMENT OF THE WALKARA WAY CONSERVATION AREA.

GOAL 3: INCREASE THE AMOUNT OF PUBLICLY ACCESSED OPEN SPACES PROVIDED THROUGHOUT VINEYARD.

STRATEGY 3: Consider requiring any new development to provide open space as a percentage of development area

GOAL 1: PROVIDE AN APPROPRIATE NUMBER AND SIZE OF PARKS AND OPEN SPACE FOR ALL VINEYARD RESIDENTS AND VISITORS.

STRATEGY 1: Pursue an active park and recreation acquisition and development program.

GOAL 2: ENSURE ALL RESIDENTS HAVE ACCESS TO WELLMANTAINED, CLEAN, AND SAFE OPEN SPACE, PARKS AND RECREATIONAL FACILITIES.

STRATEGY 4: Provide a system of community and neighborhood parks that are within walking distance of all residents and that are connected via a system of safe trails for pedestrians and bicyclists.

GOAL 3: PROVIDE A RANGE OF RECREATION AMENITY TYPES TO APPEAL TO ALL VINEYARD RESIDENTS AND VISITORS.

STRATEGY 4: In partnership with other entities, provide amenities the community desires that are not currently part of Vineyard's offerings

GOAL 1: ENHANCE, IMPROVE AND CONNECT EXISTING BICYCLE AND PEDESTRIAN TRAIL NETWORK THROUGHOUT THE CITY AND TO THE REGIONAL TRAIL NETWORK.

STRATEGY 1: Improve bike and walking access from all areas of Vineyard to the lakefront and the City's parks and open space network.

➤ Lakefront Element

GOAL 1: ENSURE THE LAKEFRONT IS AN ACTIVE, CELEBRATED, AND ENGAGING PLACE THAT RESIDENTS AND VISITORS ENJOY VISITING BY IMPROVING AND DEVELOPING SECTIONS OF THE SHORELINE AND MAKING NEEDED IMPROVEMENTS TO ADJACENT LANDS.

STRATEGY 5: Consider requiring shoreline trail easements for any future shoreline development in City's development guidelines.

ZONING TEXT & MAP AMENDMENT – HOLDAWAY FARMS DISTRICT

The Holdaway Farms (HF) District is proposed as a special zoning district classification. It applies specifically to 92.14 acres of land within the Clegg Farm area as shown in report attachments. This district seeks to accomplish several objectives for the developer by formalizing an allowable overall density of 3.25 units per acre, establishes a process for development approval through a Neighborhood Plan a new application process, and creating a land use category for age restricted housing. The current zoning district for the property is A-1 Agriculture. The property has historically been used for farming purposes.

The HF District provides flexibility through the Neighborhood Plan application by allowing the City Council to approve specific information regarding building setbacks, open space and amenities, phasing and improvements infrastructure and the transportation network. A development agreement is required prior to subdivision platting. The development provides an opportunity for the city to get greater details for the overall project development.

NEIGHBORHOOD PLAN

The HF District creates a new application process called the Neighborhood Plan. The Neighborhood Plan establishes a plan for the proposed development and provides a lotting plan, transitions density, programs park space and trails, and creates a street network. This plan is used to guide the creation of a development agreement which obligates the developer to meet specific benchmarks and includes finer level plan details than may be included in the Neighborhood Plan.

Residential Density

The project area contains 92.14 acres of land. The gross density being proposed is 3.21 units to the acre. The HF District allows for a total density of 3.25 units per acre. The project area contains 92.145 acres and the applicant is proposing 296 residential units: 170 traditional single-family homes and 126 age restricted homes. The traditional single family lots range in size from 16,210 sf at the largest and 9,362 sf at the smallest. There are 19 lots smaller than 10,000 sf. The majority of these lots contain a lot size between 10,000 sf and 11,000 sf. The age-restricted units contain a lot size between 5,000 sf and 6,430 sf.

Street and Trail Network

As described earlier the applicant is proposing street connections to Main Street, 400 South, 300 West, Lakeview and 30 West. These connections insert an important puzzle piece into a large gap in the city's current road network. Additionally, trail connections will run along 400 S, Lakeview, adjacent to the lake and on Main Street.

Parks

The HF District requires 10% of the project area to be dedicated towards open space. For this project, a minimum of 9.21 acres of open space is required to meet this requirement. The plan shows three park spaces and five segments of a trail corridor that would qualify for open space. The total provided is 9.273 acres. The applicant meets the minimum open space requirement providing 10.06%. The Neighborhood Plan indicates the following amenities will be provided by the developer as baseline improvements.

- Community Park (Lakeside Park) 3.79 acres
 - Playground
 - Pavilion
 - Maintenance and restroom facility
 - Bike station and inverted U-bike racks
 - Designated on-street parking on perimeter roads adjacent to the park
- Entrance Park (Eastside Park) 4.02 acres
 - Playground
 - Pavilion
 - Maintenance and restroom facility
 - Bike station and inverted U-bike racks
- Neighborhood Park (Northside 300 West Park) 0.84 acres
 - Up to 14 onsite parking stalls

- On-street parking on the perimeter road adjacent to park
- Trail Corridors (Mid-block and widened trail segment running into Community Park) 0.59 acres

DISCUSSIONS FROM 12.01.2021 PLANNING COMMISSION MEETING:

Discussion 01:

Anthony Jenkins, Planning Commissioner, asked if the lots on the perimeter of the project would be the same size or larger than the adjacent lots beyond the property? Ryan Bybee, applicant, responded, the lots adjacent to the project on the north, on average, measure 7,500 SF. The lots that will abut them will, on average, measure 10,000 SF. Commissioner Jenkins asked about the lots abutting Sleepy Ridge. Nate Birchall, Applicant, responded that, on the south, many of the lots would be wider, but not deeper, in comparison to the Sleepy Ridge lots. Nevertheless, from the public right of way, the lots will feel larger or equivalent in size.

Discussion 02:

Commissioner Jenkins asked if the larger, vacant parcel on the southeast corner of the site would remain zoned for agriculture? Morgan Brim, Community Development Director responded, yes, this parcel would remain zoned for agriculture. Commissioner Jenkins asked if, in the future, could this parcel be zoned for low/medium density residential? Mr. Brim responded, yes, the city could choose to entertain a rezone for low/medium density residential in this area, but, as good practice, the city would engage the LDS Church, the property owner, in any potential rezones of the property.

Discussion 03:

Commissioner Jenkins asked if the active adult portion of this project could be zoned medium density and the rest of the project zoned low density? Mr. Brim responded, yes, but if the city were to desire a mixing of lot sizes, as has been done throughout the WatersEdge development, then the low/medium density zone throughout the site would be the most appropriate; either zoning strategy would work for this project.

Discussion 04:

Commissioner Jenkins pointed out that, if the Commission were to approval all four proposed applications tonight, the developer could hypothetically sell the property the next day to a different developer. Therefore, elements that the Commission likes of the currently proposed applications should be codified in the Neighborhood Plan, such as the level of architectural detail (i.e., four-sided architecture).

Discussion 05:

Commissioner Jenkins pointed out that the proposed Neighborhood Plan stated that new street types could be introduced but would require review by the City Engineer and approval from the City Council. He asked, what new street types would be allowed to be introduced? Naseem Ghandour, City Engineer, responded, our City Code did not outline all possible street types and cross sections. Developers were allowed to propose appropriate street types, cross sections, and speed limits. Commissioner Jenkins also stated that he liked the street cross section of the street where the trail crossings are. These are

desperately needed throughout the city. We have trail connections that do not ramp down and have no safe refuges in the middle of the road for safe crossing. This should be expanded throughout the city.

Discussion 06:

Jessica Welch, Planning Commissioner, spoke in favor of a 55+ Community, because they provided a lot of benefits to the city. Nevertheless, she asked if a 55+ Community truly belonged in this area per the General Plan? She felt that single-family dwellings only would be the most appropriate land use per the General Plan on this site.

Discussion 07:

Jeff Knighton, Planning Commissioner, stated that after personal analysis of this project, it appeared that about 22% of the lots were larger than a 1/4 acre. This may not seem like a lot when you consider that there was an expectation that most, if not all the lots, would be 1/2 acre lots. 100 acres of 1/2 acre lots would produce a considerable amount of multi-million-dollar homes given the real estate economics of Utah Valley. Considering the city's efforts to make moderate income housing more readily available, this type of lot size may not be appropriate in this area. The General Plan shows this area as low density on the land use map. This is a general way to look at it. "Low-density" is not clearly defined in the city's code. There is value in not having monolithic lot sizes. Commissioner Knighton expressed a liking for what the developer had presented. The variations in lot sizes presented by the plan allowed for the diversity that is being called for by Mayor Julie Fullmer. This plan provides an opportunity to bring in a 55+ demographic which brings a lighter impact on traffic, schools, etc. The proposed alley-loaded homes allow for houses that front the street which foster engagement with the public realm. Commissioner Knighton expressed that this is good urban design. Half acre lots will reduce housing affordability in our community. Commissioner Knighton stated he was comfortable with where the plan was now.

Discussion 08:

Commissioner Amber Rasmussen stated that, regarding the 55+ community, yes, this housing type would increase the overall density of the project, but they would bring less impacts on the community regarding traffic and parking. They would bring a lot of positivity to this community because of the reasons that were previously mentioned (service to the community, disposable income, etc.). The increase in density was a worthwhile tradeoff.

Discussion 09:

Planning Commission Chair, Bryce Brady, stated that this zone was zoned for agriculture. The General Plan showed this area was intended for low density. Furthermore, the smallest lot in the city's low-density areas was 13,939 SF. Lot sizes in areas zoned for SFD went as high as 67,000 SF. The city offered a wide variety of lot sizes as it was. This area was not an appropriate location for medium and high-density homes. The General Plan had designated specific areas in the city for such densities. This area did not have the necessary infrastructure to support the traffic impacts that would be brought about from mixing densities. 400 S would get extremely congested. Commissioner Brady asked, does this plan truly provide justifiable benefits that merit us to change our General Plan? Do the benefits outweigh not living up to what the residents hoped for in the future in terms of what would be built here? People expected this to be low density. The average lot size presented in this plan will be at least 40% smaller than the average lot size in other parts of the city zoned for low-density. Moreover, he asked, are we benefitting enough from this plan to make that kind of a sacrifice? That is a big ask--too big of an ask.

Motions:

Motion 01:

Commissioner Jenkins moved to approve Ordinances 15, 16, 17, and the Holdaway Farms Neighborhood Plan application with the following conditions:

1. Within the General Plan, the active adult area should be zoned as medium density and the single-family homes zoned as low density.
2. The Holdaway Farms Neighborhood Plan application should codify the architectural details (i.e., four-sided architecture), the active adult community should be age restricted through codes, covenants, and restrictions (CC&R's), the overnight parking program must be put in place, and the transportation crossings must be required.

"Yay": Anthony Jenkins, Jeff Knighton

"Nay": Bryce Brady, Tay Gudmundson, and Jessica Welch

The motion did not pass. **The Planning Commission voted to not approve a motion of approval. The project shall move forward to the City Council "without recommendation."**

Motion 02:

Following Motion 01, Commissioner Welch moved to recommend approval of the four applications with the recommendation that the lots in the northeast quadrant of the site be increased in size to an average of at least 0.3 to 0.4 acres in size.

The motion did not pass.

"Yay": Jeff Knighton, Jessica Welch

"Nay": Bryce Brady, Tay Gudmundson, Anthony Jenkins

Summary of Planning Commissioners' Preferences:

Chair Brady: Keep the 55+ houses, all SFD's should, on average, should measure 14,500 SF (1/3 acre)

Commissioner Jenkins: The four proposed applications should be approved. Low and medium densities should be reflected in the General Plan Map. Codify architectural details within the Development Agreement. Restrict the cottage homes to 55+ through codes, covenants, and restrictions.

Commissioner Welch: Increase average lot sizes in the northeast quadrant of the site to 0.3-0.4 acres. This would satisfy resident feedback and be more reflective of the General Plan.

Commissioner Knighton: Larger lots would, overall, improve the plan, but I am comfortable with the diversity of the housing types being proposed.

Commissioner Rasmussen: The 55+ community bring with it an increase in density, nevertheless, the benefits of this demographic outweigh other impacts to traffic, parking, etc. Satisfied with the specifics of the SFD's.

Commissioner Gudmundson: I like the 55+ cottage lots; the SFD's should be more adequate reflective of the General Plan, meaning, they should be larger in size than what has been proposed. The lot sizes should reflect an average size of 14,000-16,000 SF.

RECOMMENDATION:

In the last staff report, it was noted more clarification was needed regarding the open space and associated amenities for planned park spaces. The applicant recently provided an update to the neighborhood plan that specifies the baseline park amenities. Greater details are provided earlier in the report under the neighborhood plan section.

The materials provided include recent updates to the Neighborhood Plan and HF District. Staff recommends the Planning Commission open the public hearing and obtain additional feedback from the public. Following the public hearing, the Planning Commission may proceed with issuing a recommendation to the City Council on the four applications. Due to the late update on application material, the Planning Commission may continue the public hearing to the next scheduled meeting to provided additional review time.

PROPOSED MOTIONS:

- Ordinances:
 - "I recommend approval to the City Council of proposed Ordinance 2021-..."
 - "I recommend approval to the City Council of proposed Ordinance 2021-... with the following conditions"
 - "I recommend denial to the City Council of proposed Ordinance 2021-..."
 - "I motion to continue the public hearing and consideration of proposed Ordinance 2021-... to the ... Planning Commission meeting."
- Neighborhood Plan:
 - "I recommend approval to the City Council of the proposed Holdaway Farms Neighborhood Plan."
 - "I recommend approval to the City Council of the proposed Holdaway Farms Neighborhood Plan with the following conditions."
 - "I recommend denial of the proposed Holdaway Farms Neighborhood Plan."
 - "I motion to continue the public hearing and consideration of the proposed Holdaway Farms Neighborhood Plan to the ... Planning Commission Meeting."

ATTACHMENTS:

Proposed ordinances and application materials

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, UPDATING THE CITY'S GENERAL PLAN LAND USE MAP TO AMEND THE LAND USE CATEGORY FOR THE PROPERTY KNOWN AS CLEGG FARM, SERIAL NO. 18:021:0009 AND 18:015:0163, FROM LOW DENSITY TO LOW/MEDIUM DENSITY AND OPEN SPACE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in compliance with Utah State Municipal Land Use, Development, and Management Act (LUDMA), the City adopted a General Plan in 2004; and,

WHEREAS, in accordance with LUDMA 10-9a, an adopted General Plan shall include a Planning Commission recommendation for Land Use for general distribution of land uses; and

WHEREAS, the City of Vineyard, formerly, "Town of Vineyard" grew from a rural farming community of 139 residents in 2010 to over 12,000 residents in 2020 becoming the fastest growing city, in terms of percentage of population growth, in the nation over the past decade; and

WHEREAS, the significant growth experienced by the City requires the addition of housing options to meet a diverse age-growth within Vineyard City; and

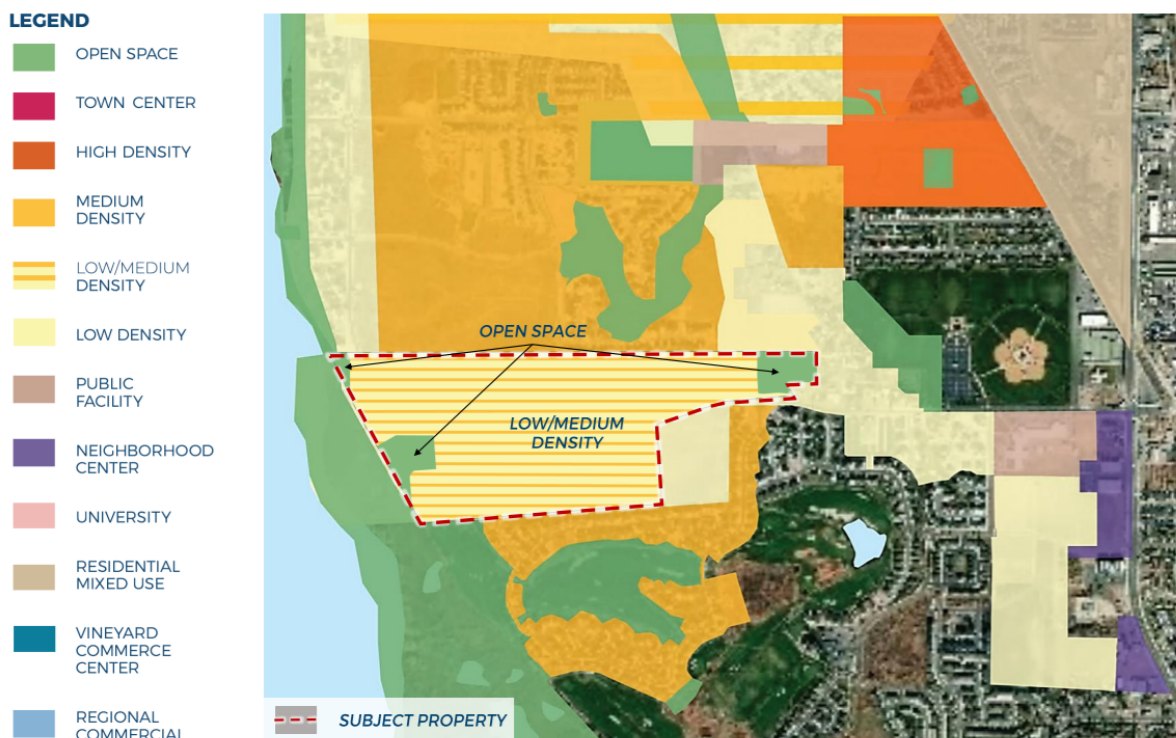
WHEREAS, the Planning Commission held a public hearing on November 3 & 17, 2021 and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and,

WHEREAS, the Vineyard City Council reviewed the proposed General Plan Land Use Map Amendment and considered the recommendation of the Planning Commission, evidence and testimony presented by City staff and other interested parties.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1: UPDATED VINEYARD GENERAL PLAN.

GENERAL PLAN – LAND USE: PROPOSED



Section 2: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 3: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2021.

Julie Fullmer, Mayor

ATTEST:

Pam Spencer, City Recorder

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ADD A NEW ZONING DISTRICT, HOLDAWAY FARMS DISTRICT TO THE SPECIAL PURPOSE ZONING DISTRICTS CHAPTER OF THE VINEYARD ZONING CODE, APPLYING TO A PORTION OF THE PROPERTY KNOW AS CLEGG FARM, SERIAL NO. 18:021:0009 AND 18:015:0163, CREATING A RESIDENTIAL DEVELOPMENT WITH ACTIVE ADULTS AND TRADITIONAL SINGLE FAMILY RESIDENTIAL UNITS, ESTABLISHES MAXIMUM DENSITY ALLOWANCE, PROVIDES A NEW APPLICATION, NEIGHBORHOOD PLAN, ADDS DEVELOPMENT STANDARDS, AND ESTABLISHES PERMITTED, CONDITIONAL AND ACCESSORY USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, Management Act of Utah Municipal Code, permits Vineyard to ensure the health, safety, and welfare of the community through local land use planning and the adoption of land use ordinances; and

WHEREAS, Vineyard is authorized to amend the City's Zoning Ordinance pursuant to Utah Municipal Code Section 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on November 3 & 17, 2021, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on December 8, 2021; and

WHEREAS the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1: Proposed Holdaway Farms Attachment A

Section 2: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 3: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2021.

Julie Fullmer, Mayor

ATTEST:

Pam Spencer, City Recorder

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO AMEND THE VINEYARD ZONING MAP FOR 92.145 ACRES LAND FOR THE PROPERTY KNOWN AS THE CLEGG FARM, SERIAL NO. 18:021:0009 AND 18:015:0163, FROM A-1: AGRICULTURE DISTRICT TO HF: HOLDAWAY FARMS DISTRICT, A NEW SPECIAL ZONING DISTRICT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, Management Act of Utah Municipal Code, permits Vineyard to ensure the health, safety, and welfare of the community through local land use planning and the adoption of land use ordinances; and

WHEREAS, Vineyard is authorized to amend the City's Zoning Ordinance and Map pursuant to Utah Municipal Code Section 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on November 3 & 17, 2021, and after fully considering public comment and staff analysis recommended approval to the City Council; and

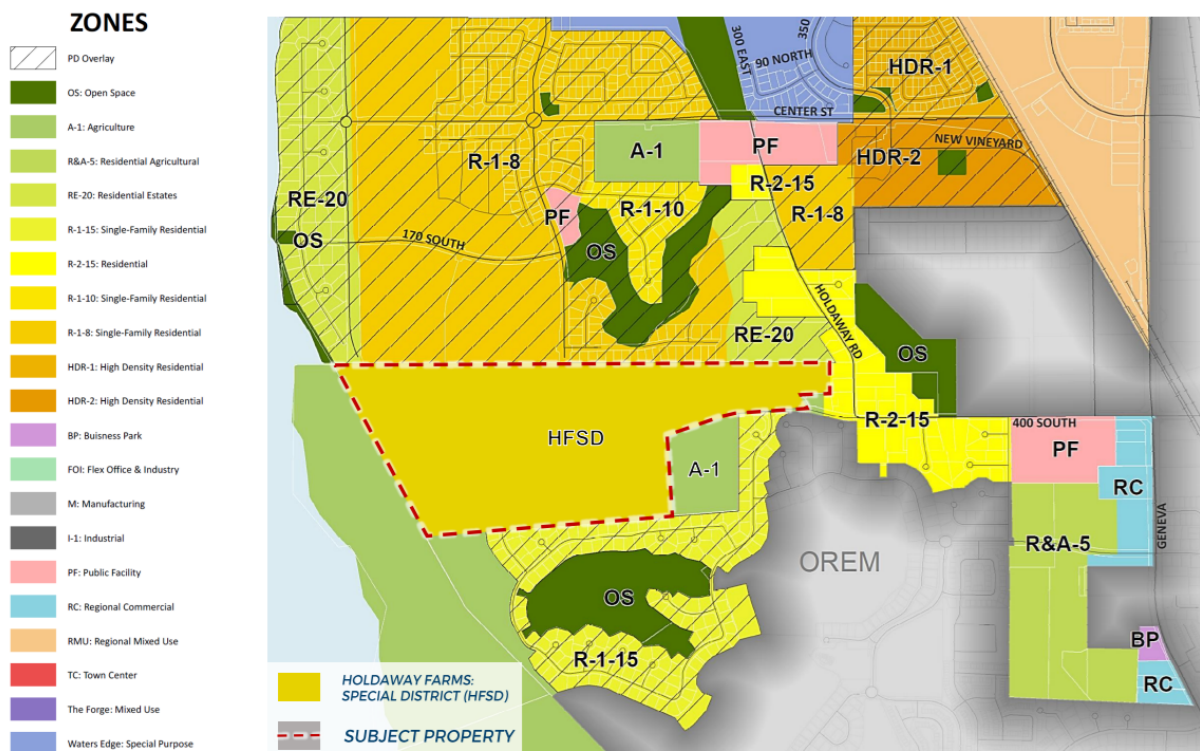
WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on December 8, 2021; and

WHEREAS the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1: Proposed Vineyard Zoning Map

ZONING: PROPOSED



Section 2: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 3: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2021.

Julie Fullmer, Mayor

ATTEST:

Pam Spencer, City Recorder



VINEYARD
STAY CONNECTED

Holdaway Farms District
Neighborhood Plan: Application Exhibits

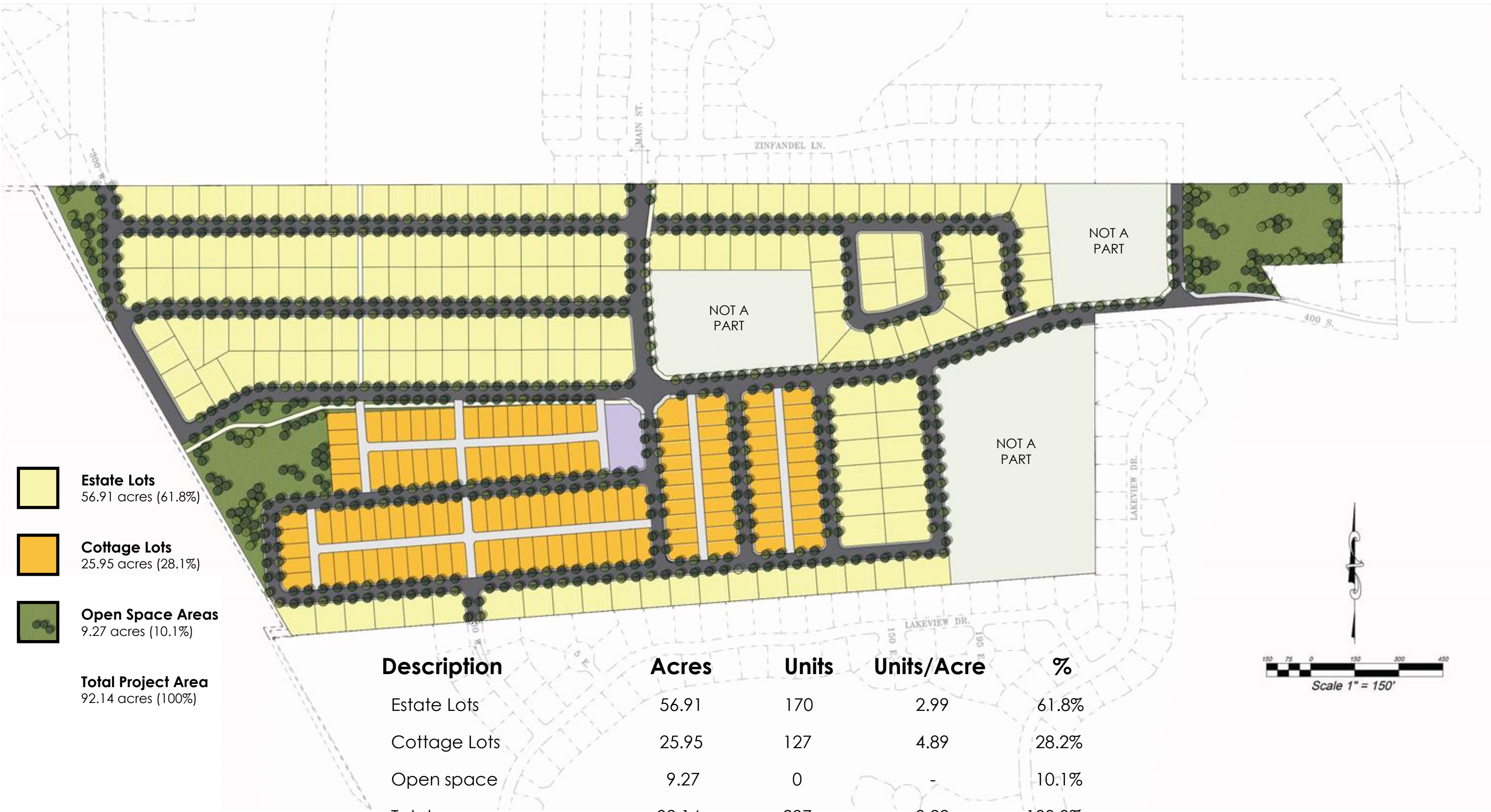
Submitted: October 1, 2021

REVISED: November 1, 2021



CHARACTER AND THEME PLAN

HOLDAWAY FARMS NEIGHBORHOOD



CHARACTER AND THEME PLAN: GENERAL ARCHITECTURE

ESTATE LOTS





COTTAGE STREET ELEVATION

HOLDAWAY FARM
COTTAGE COLLECTION
VINEYARD ~ UTAH

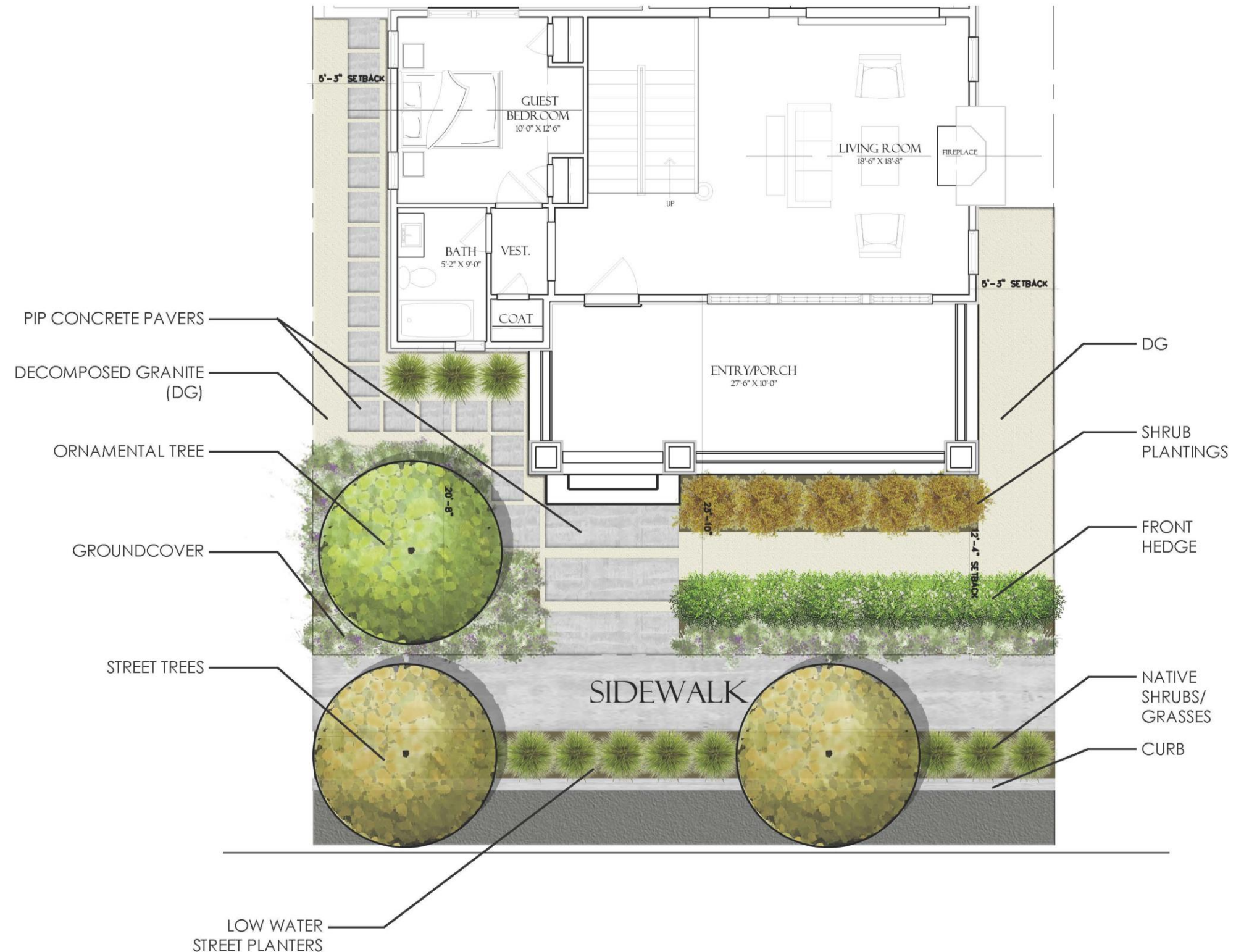
CHARACTER AND THEME PLAN: ARCHITECTURAL FRONTAGE PLAN



Waterwise Landscape

- Utilize native and/or drought tolerant trees, shrubs, grasses, and ground covers.
- Eliminate unnecessary turf, especially in areas with low usage (e.g. under trees, sidewalk strips, etc.).
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Increase permeability wherever possible by hardscape materials such as decomposed granite, pavers, and gravel instead of putting impermeable concrete everywhere.
- Encourage on-site water retention with proper grading and aesthetic elements such as dry creek beds or rain gardens.
- Use proper mulching to retain moisture, prevent site degradation, and add aesthetic appeal.

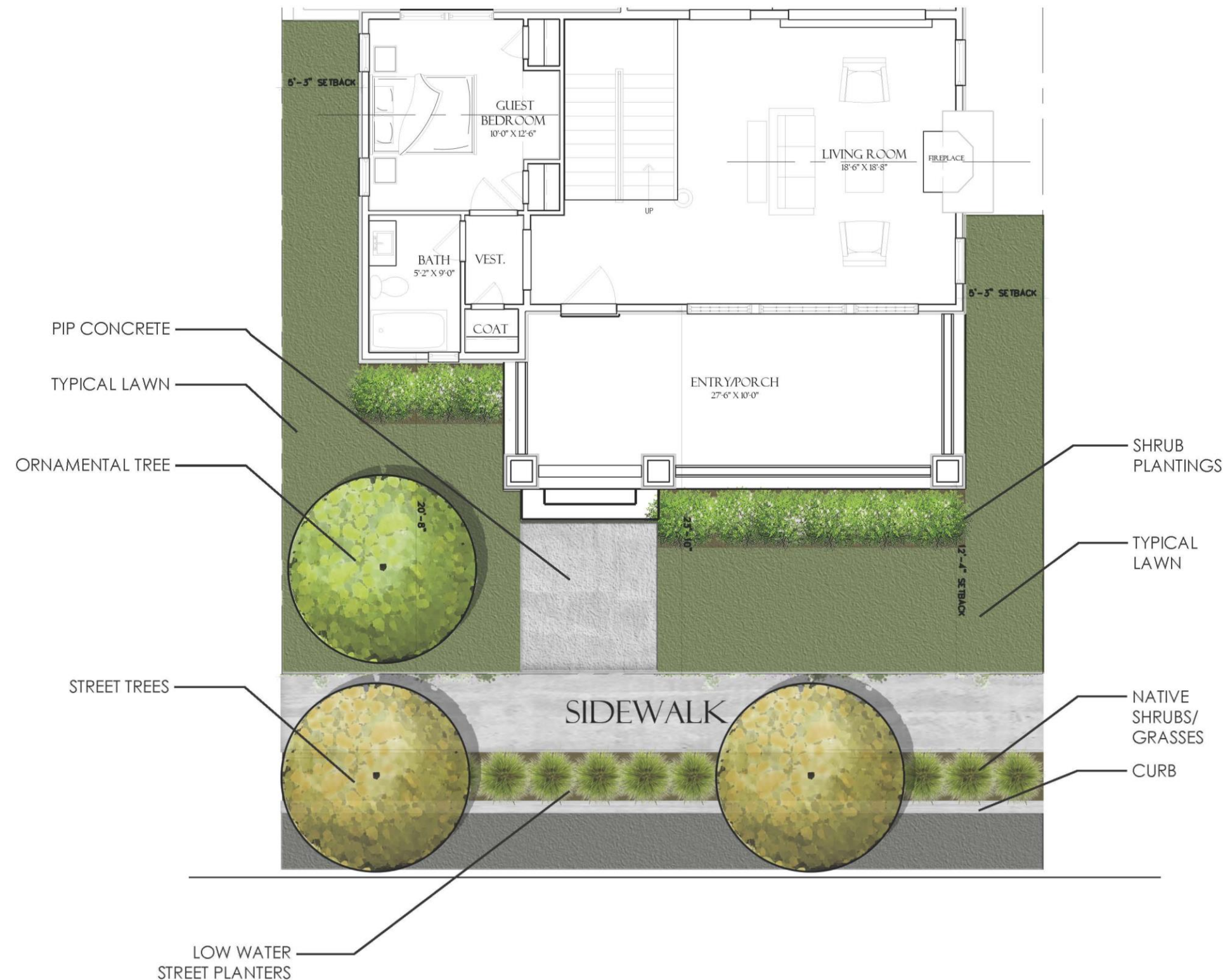
Typical Front Yard Plan w/ Streetscape - Option 1



Traditional, Low Maintenance

- Utilize native, drought tolerant, or low maintenance shrubs for front hedges
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Utilize waterwise principles where possible for plantings.

Typical Front Yard Plan w/ Streetscape - Option 2



Traditional, Gardens

- Utilize waterwise principles where possible for shrubs and hedges.
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Provide elements such as mixed planting beds and raised boxes for homeowners who are more “hands-on” in the garden.

Typical Front Yard Plan w/ Streetscape - Option 3



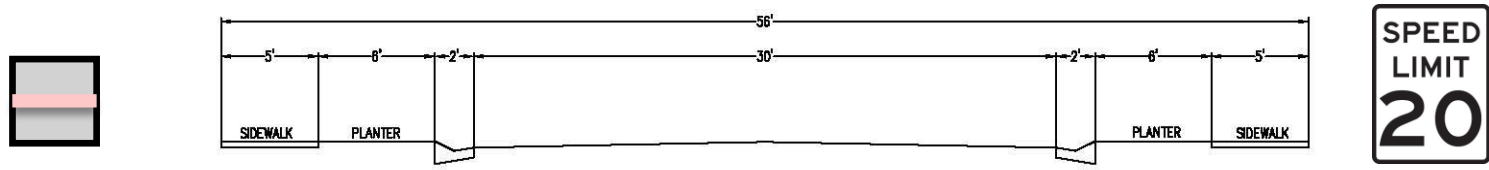
CHARACTER AND THEME PLAN: COMMUNITY SIGNAGE

SIGNAGE TYPE	SPECIFICATIONS	
ADDRESS SIGN 	Quantity	1 per address
	Area	2 sqft max
	Width	24 inch max
	Height	12 inch max
	Depth / Projection	3 inch max
	Clearance	4.5 ft min
	Apex	N/A
	Letter Height	6 inch max

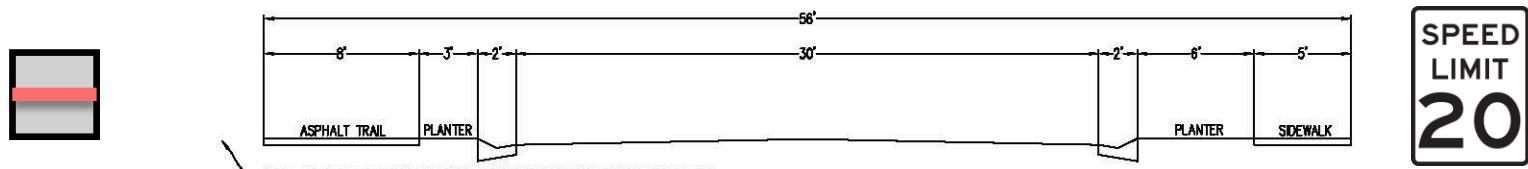
SIGNAGE TYPE	SPECIFICATIONS	
MONUMENT SIGN 	Quantity	1 per vehicular entrance
	Area	Sign - 36 sqft max.
	Width	Sign - 6 foot max.
	Height	Sign - 6 foot max.
	Depth / Projection	N/A
	Clearance	N/A
	Apex	Sign - 8 foot max.
	Letter Height	N/A



PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

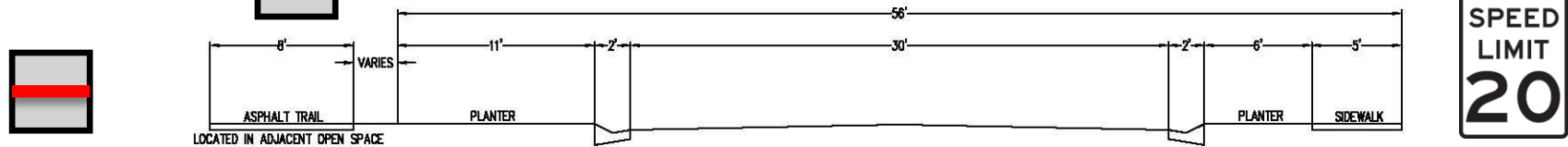


56' LOCAL STREET CROSS-SECTION



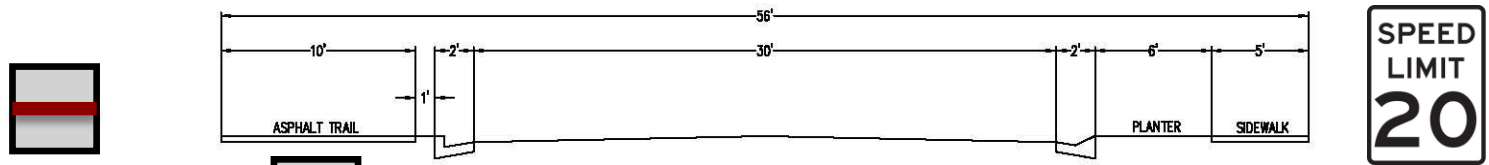
NOTE: STREET TREES WILL BE PLACED ON THE ADJACENT CHURCH PROPERTY

56' LOCAL STREET CROSS-SECTION WITH TRAIL ON LAKEVIEW DR.

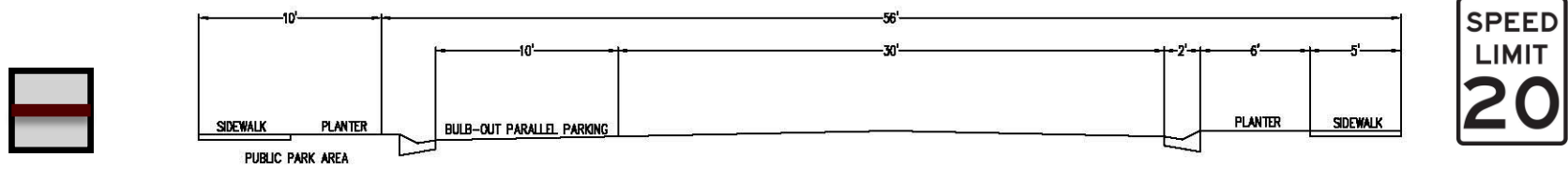


LOCATED IN ADJACENT OPEN SPACE

56' LOCAL STREET CROSS-SECTION WITH TRAIL ON 400 SOUTH



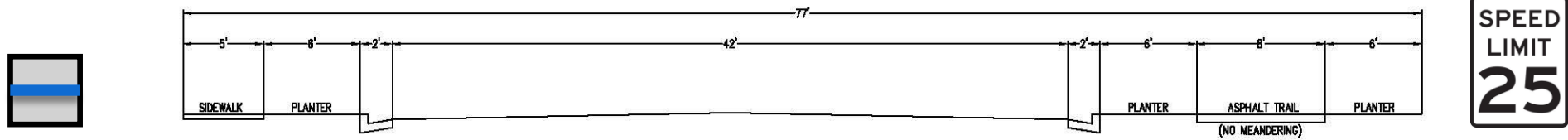
56' LOCAL STREET CROSS-SECTION WITH LAKESIDE TRAIL



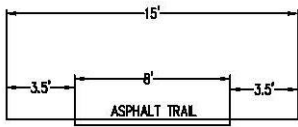
PUBLIC PARK AREA

56' LOCAL STREET CROSS-SECTION WITH BULBOUT PARKING ADJACENT TO PARK

* Parking attributable to this cross section is for the direct purpose of serving the adjacent park(s)



77' PARKWAY STREET CROSS-SECTION



TRAIL CROSS-SECTION



LANE LN-30-20	
TYPE	Lane/Alley
MOVEMENT	Yield
DESIGN SPEED	15 MPH
R.O.W. WIDTH	30'
PAVEMENT WIDTH	20' (TBD)
TRAFFIC FLOW	2-way
NO. OF PARKING LANES	None
CURB TYPE	Flat
CURB RADIUS	5'
PLANTER WIDTH	5'
PLANTER TYPE	Continuous
PLANTING PATTERN	N/A
TREE TYPE	N/A
STREETLIGHT TYPE	TBD
STREETLIGHT SPACING	TBD
BIKEWAY TYPE	N/A
BIKEWAY WIDTH	N/A
SIDEWALKS	N/A
SIDEWALK WIDTH	N/A
SETBACK ENCROACHMENT	Prohibited



Rear Lane



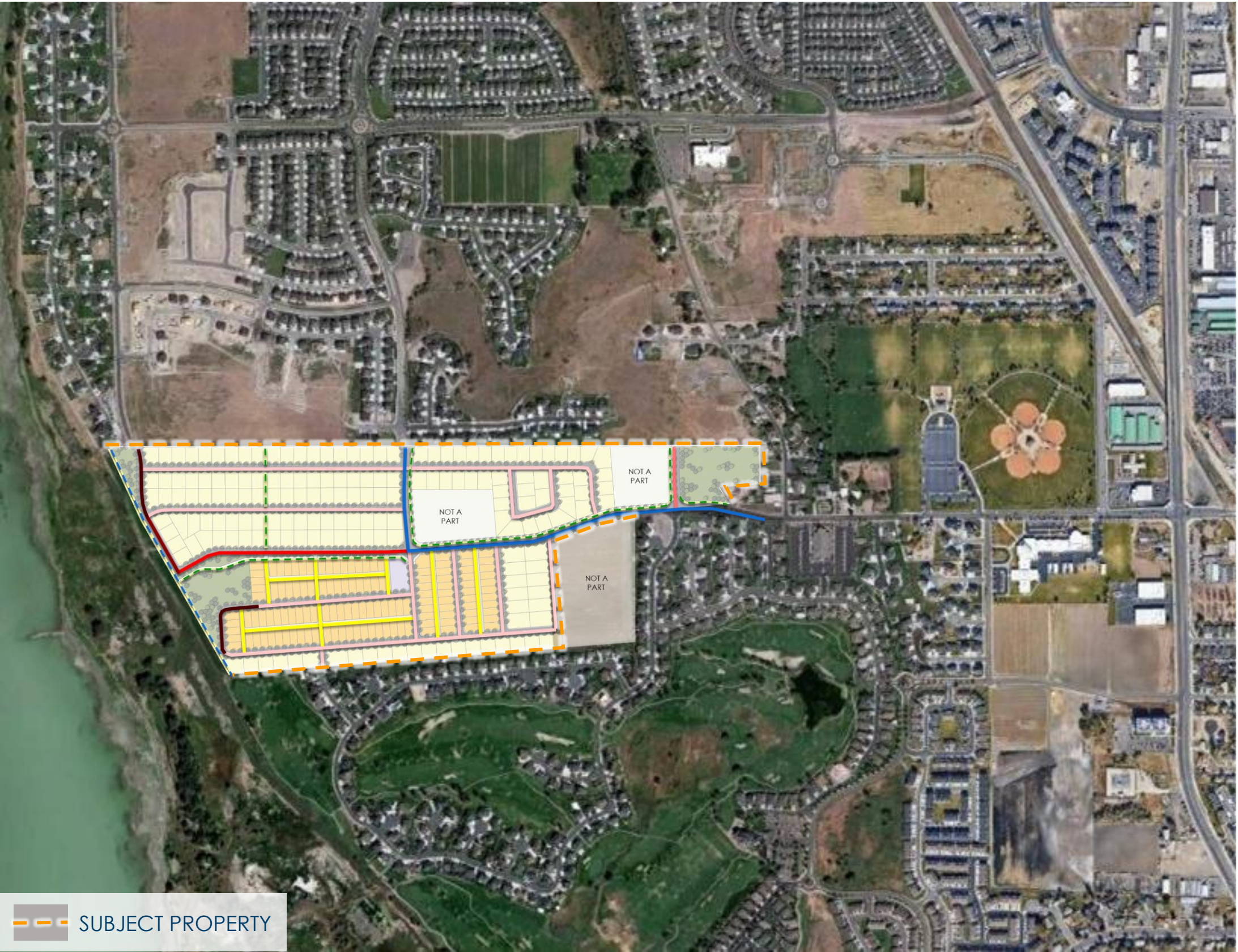
PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



* On-street public parking is allowed on all streets except for Rear Lanes.

PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

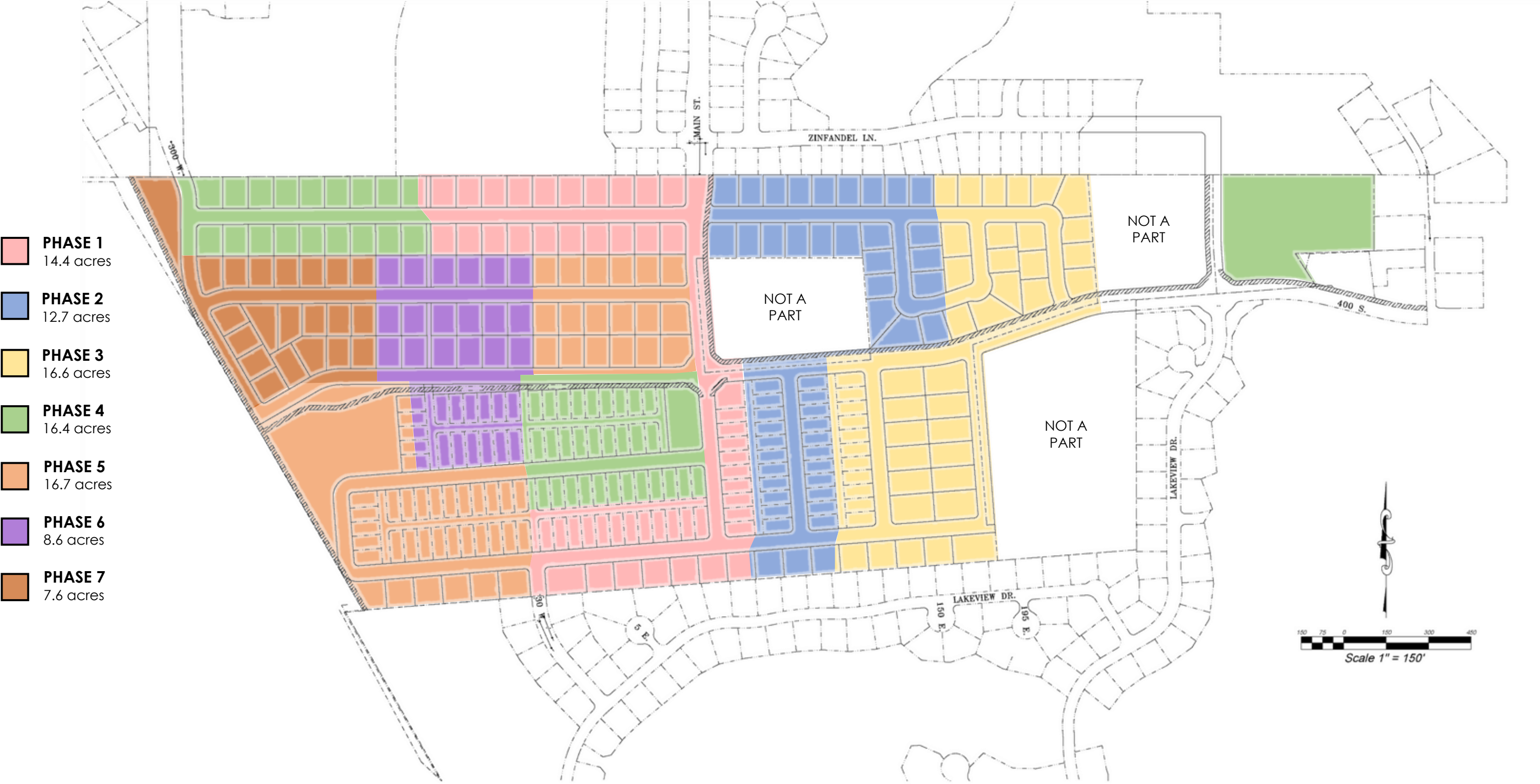
-  Parkway Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Rear Lane
-  Multi-Use Trail
-  Lakeside Trail



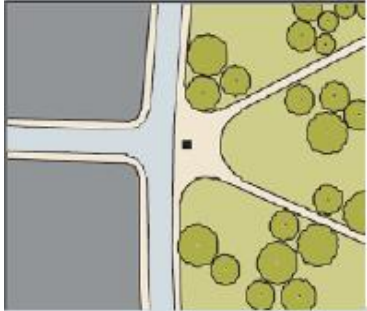
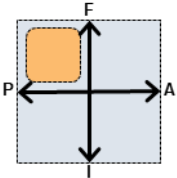
CHARACTER AND THEME PLAN: STREET NAMING PLAN

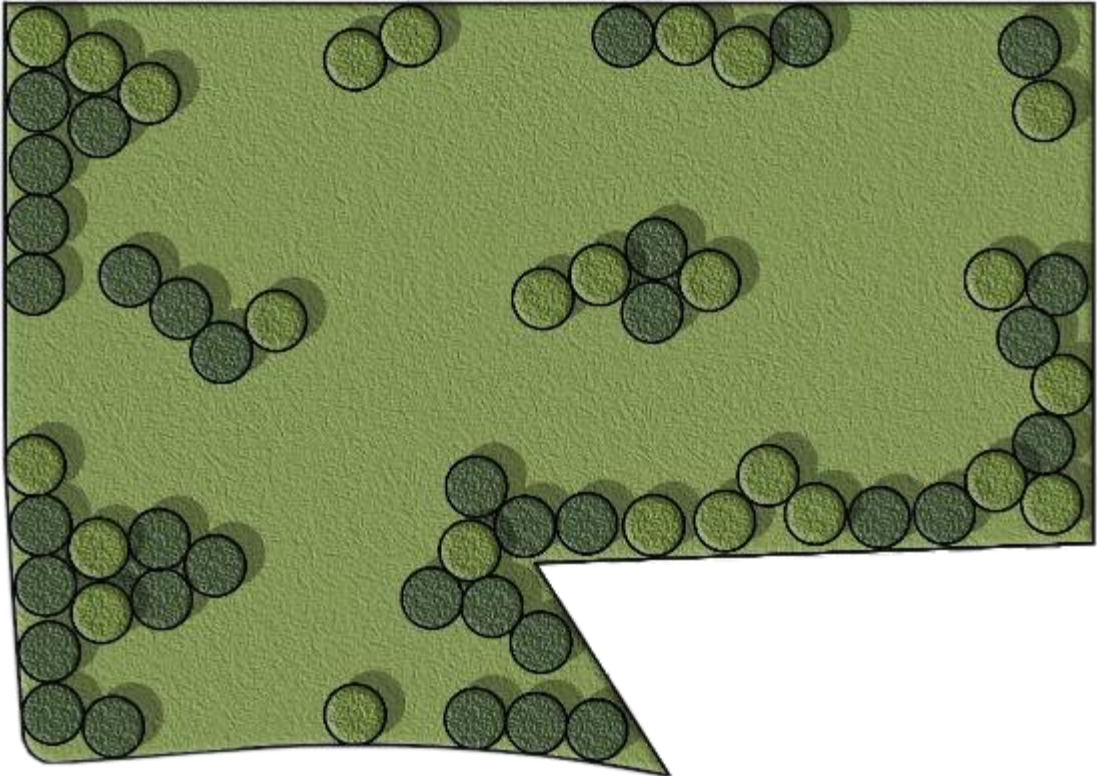


PRELIMINARY PHASING PLAN



OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	ENTRANCE PARK
DIAGRAM	
DESCRIPTION	Formal delineation of a residential community entrance through landscaping and monumentation. It provides passive uses and creates neighborhood identity
SERVICE AREA	1/2 mile to 2 mile radius
SIZE	Up to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structures, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Passive 



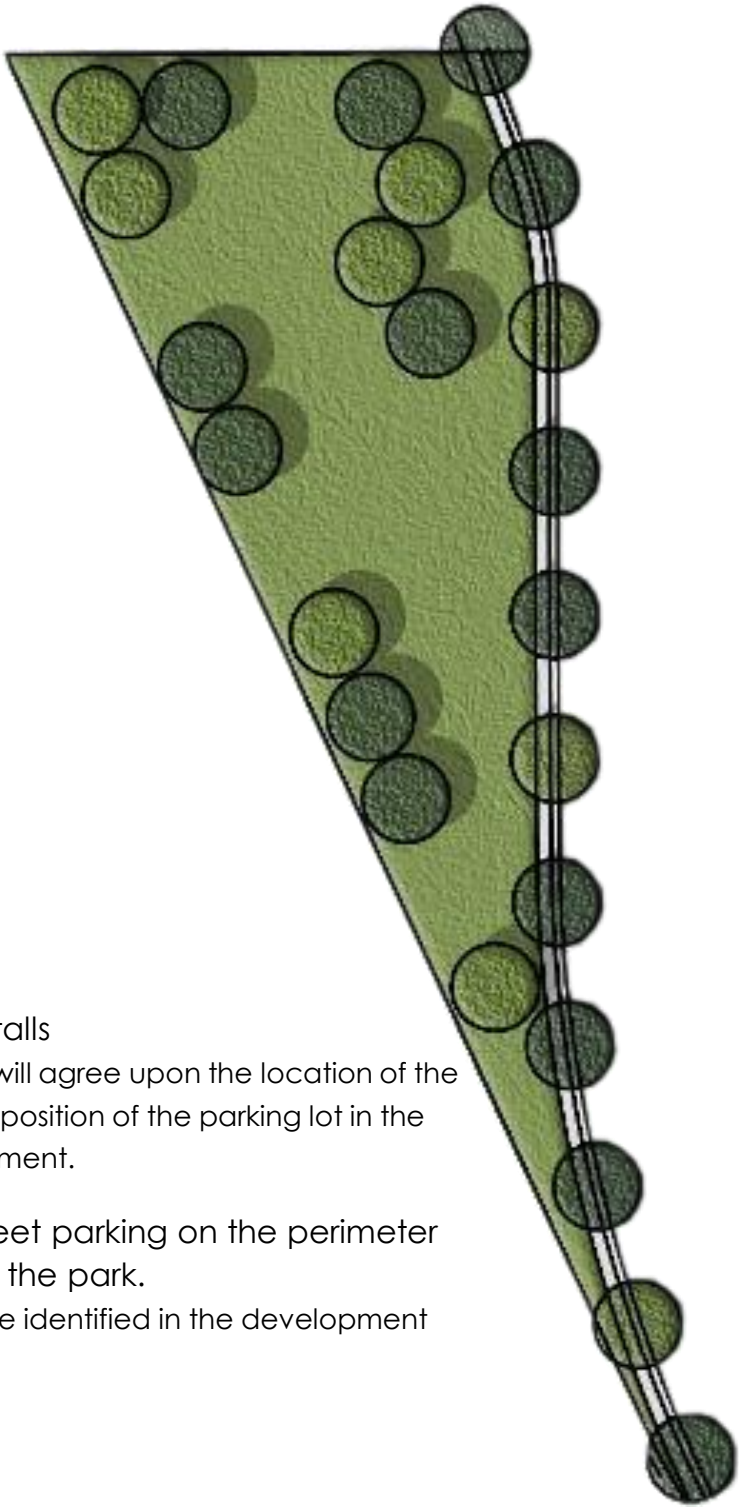
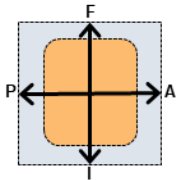
Park Programming

- Playground
- Pavilion
- Maintenance and restroom facility
- Bike station and inverted U bike racks at both parks



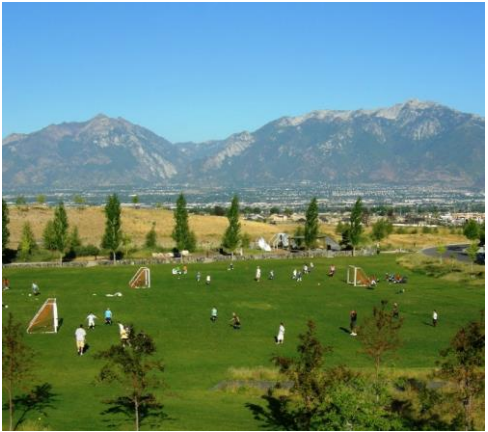
OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	NEIGHBORHOOD PARK
DIAGRAM	
DESCRIPTION	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.
SERVICE AREA	1/4 to 1/2 mile radius
SIZE	0.5 to 2 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive

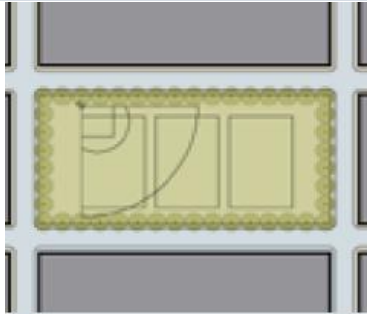


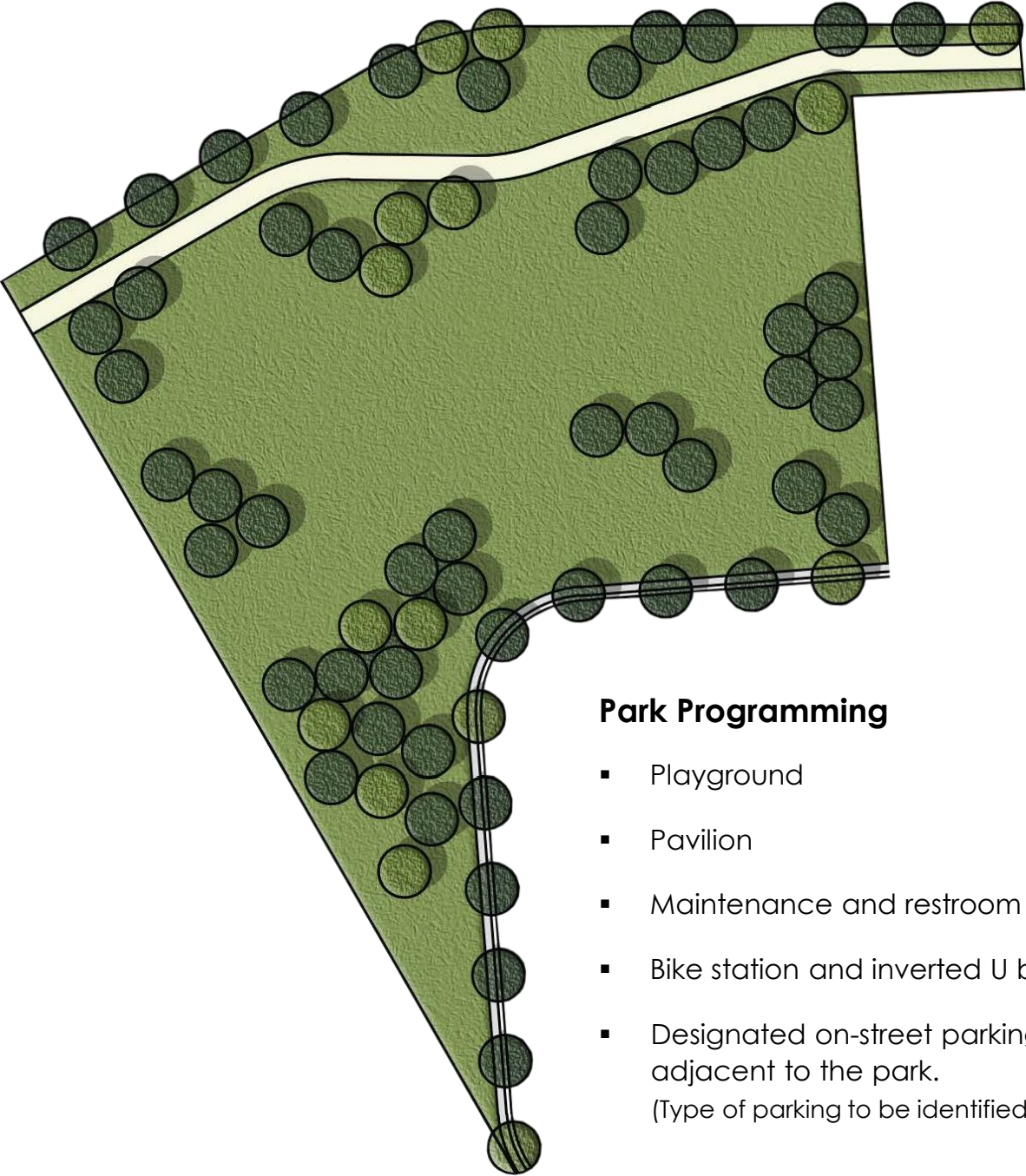
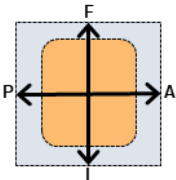
Park Programming

- Up to 14 parking stalls
Developer and City will agree upon the location of the entrance to and the position of the parking lot in the Development Agreement.
- Designated on-street parking on the perimeter roads adjacent to the park.
(Type of parking to be identified in the development agreement)



OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	COMMUNITY PARK
DIAGRAM	
DESCRIPTION	The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods. Regardless of size, parks will be deemed Community Parks if they provide restroom facilities, parking lots, or other amenities that would service patrons who travel to the park.
SERVICE AREA	1/2 to 2 mile radius
SIZE	2 to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive



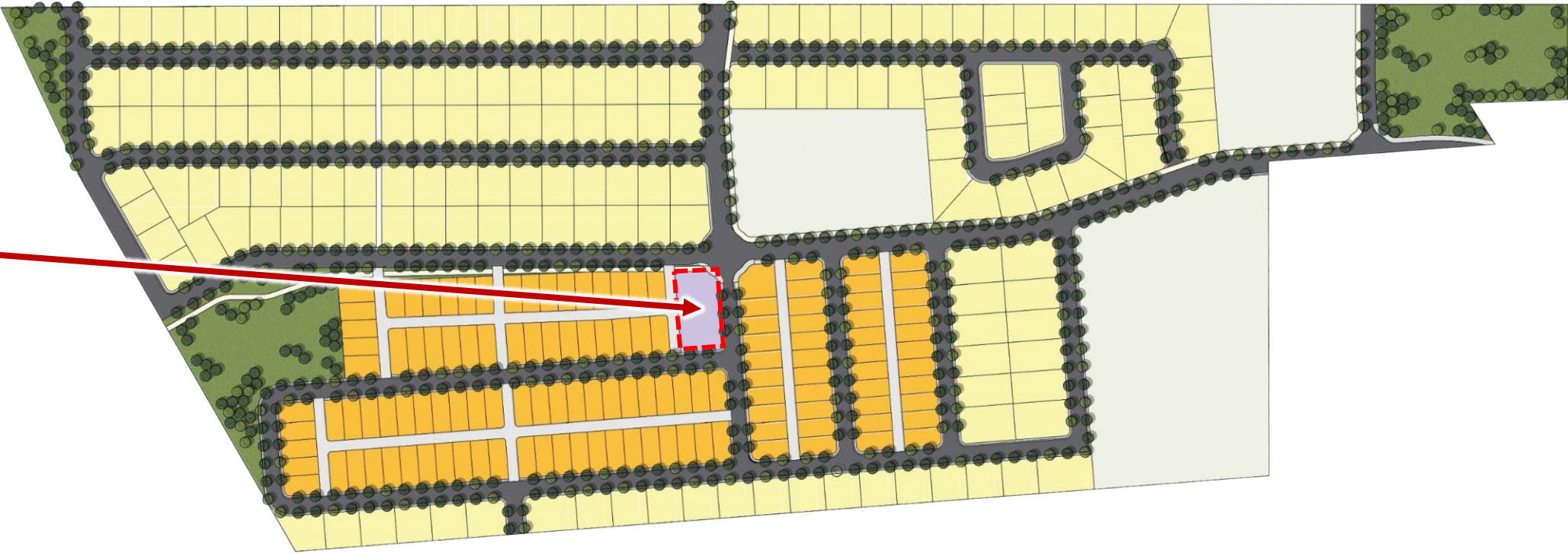
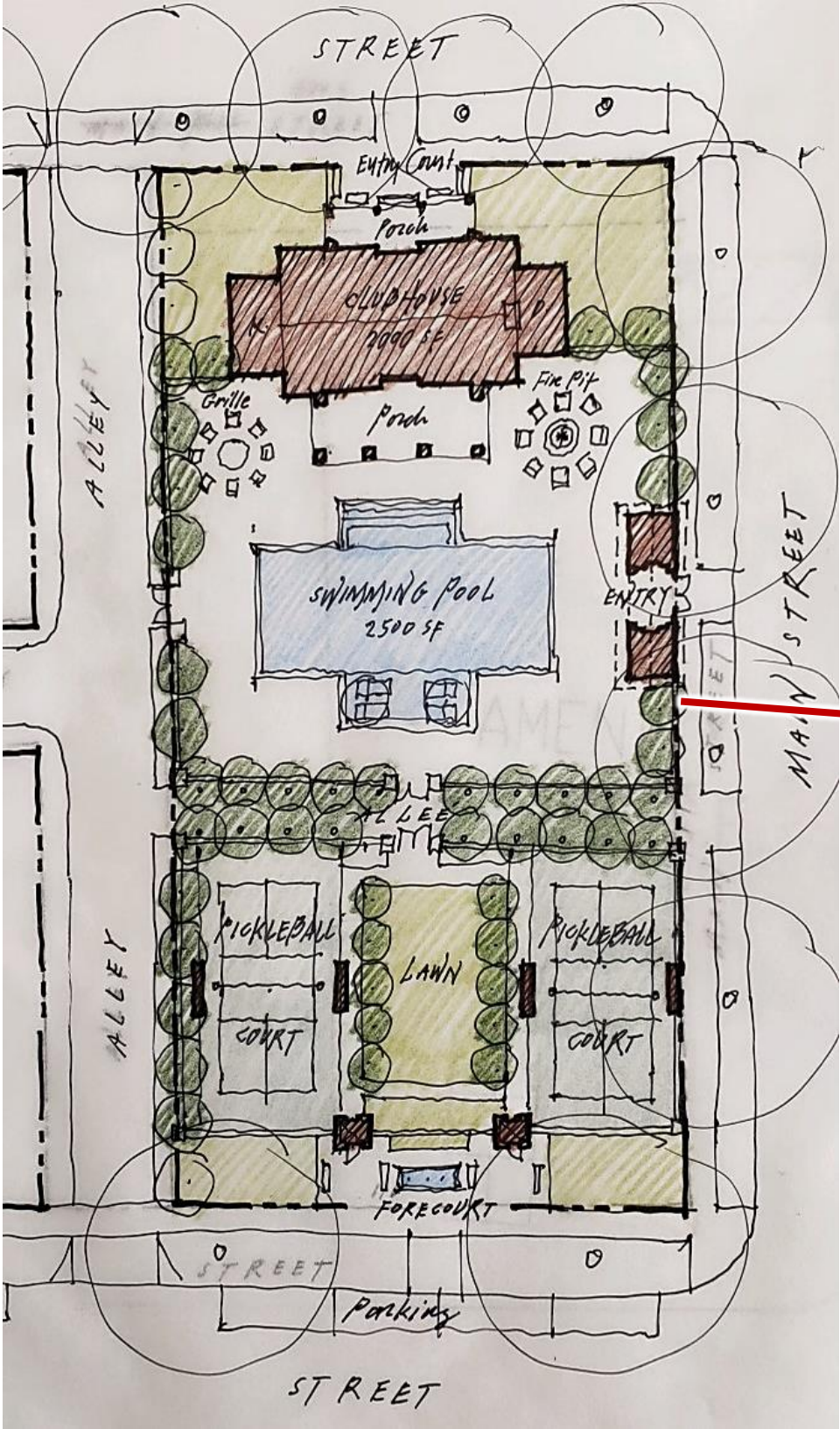
Park Programming

- Playground
- Pavilion
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.
(Type of parking to be identified in the development agreement)



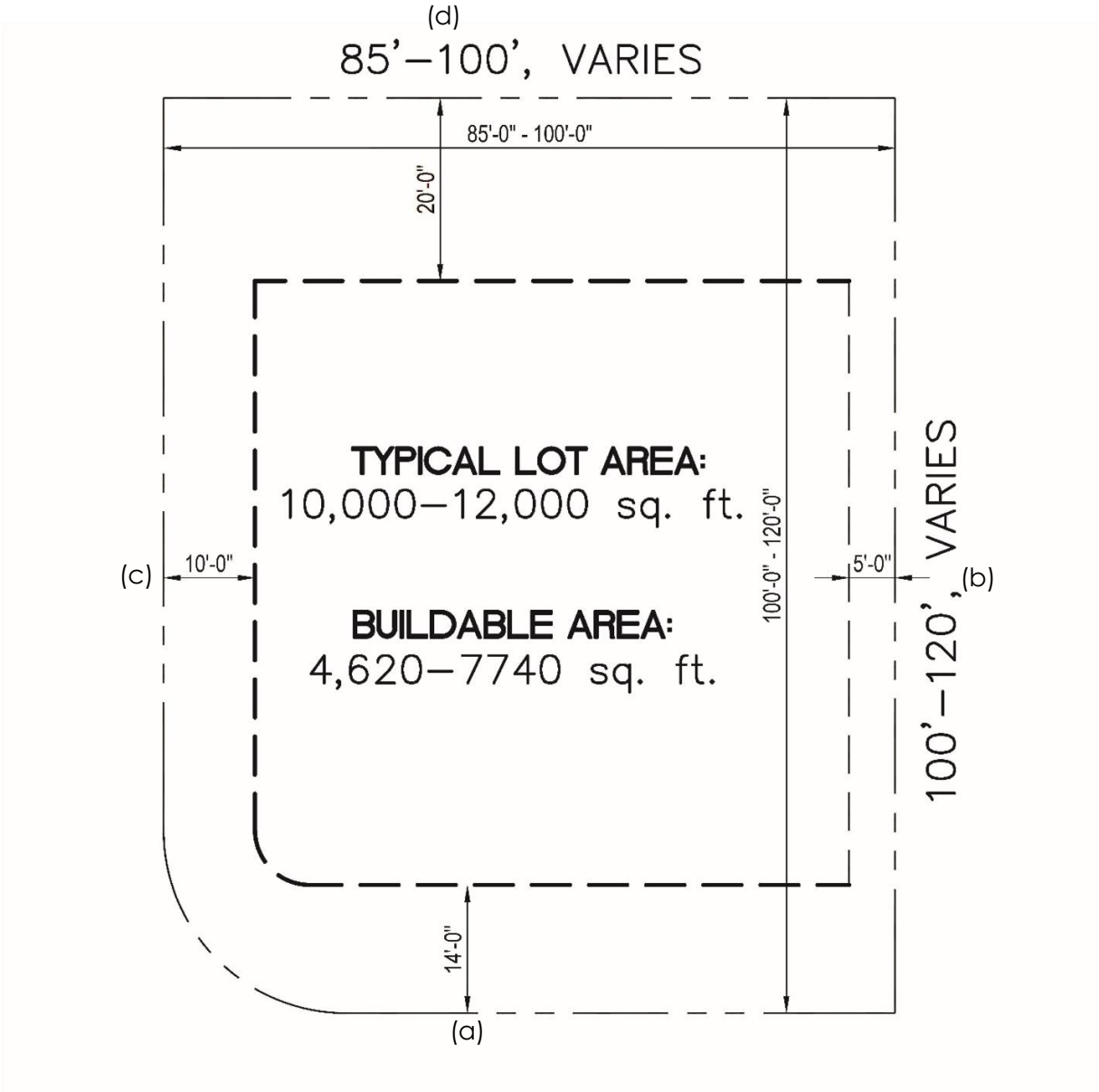
NEIGHBORHOOD AMENITIES

COTTAGE LOTS

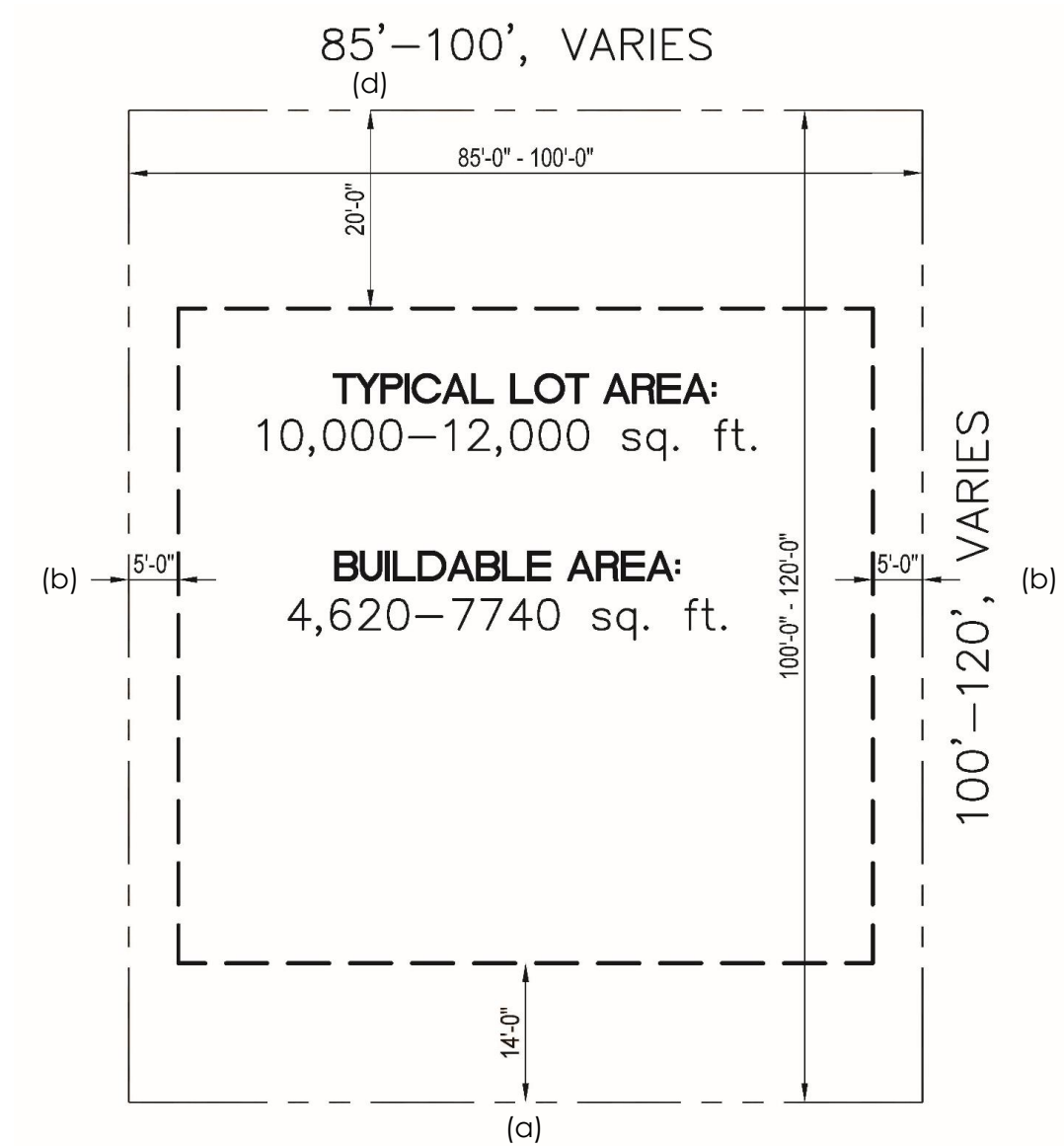


LOTING PLAN: ESTATE LOTS

ESTATE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	60% max.
Lot Frontage	85 – 100 ft.
Lot Depth	100 - 120 ft.
Off-Street Parking	4 stalls
SETBACKS	
(a) Front Setback	14 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	10 ft. min.
(d) Rear Setback	20 ft. min.



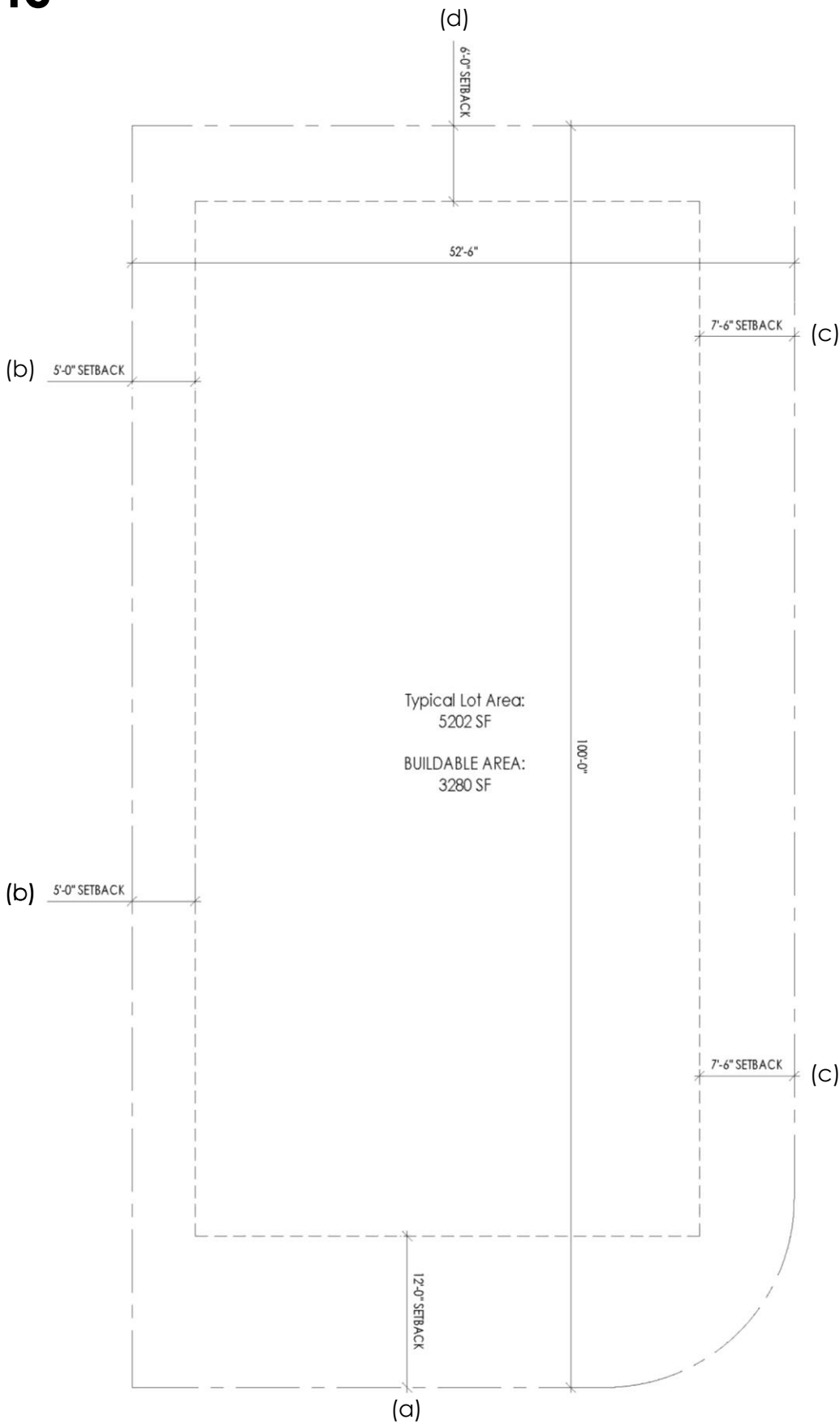
CORNER LOT



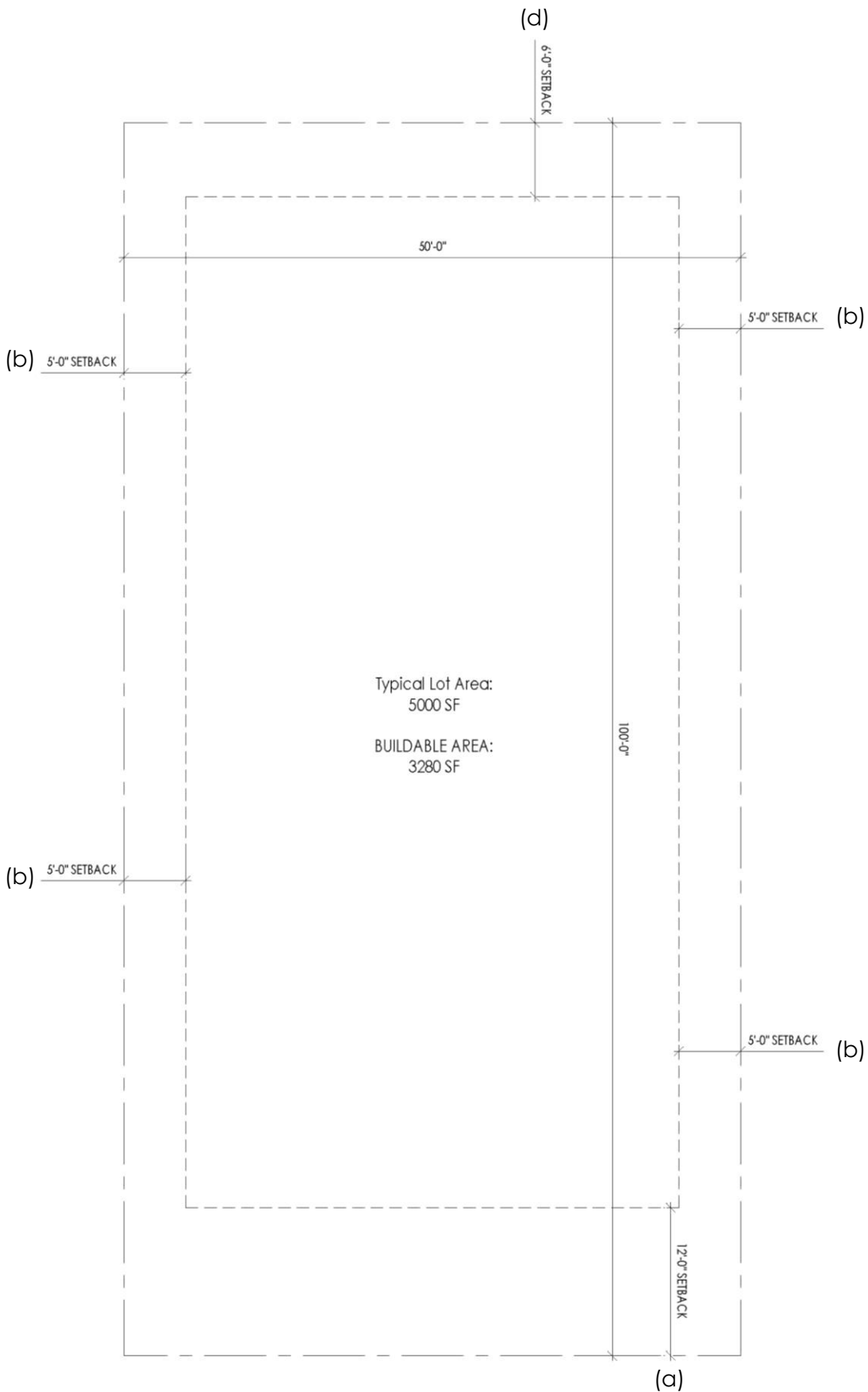
INTERIOR LOT

LOTTING PLAN: COTTAGE LOTS

COTTAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	45 - 61 ft.
Lot Depth	100 - 130 ft.
Off-Street Parking	3 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.

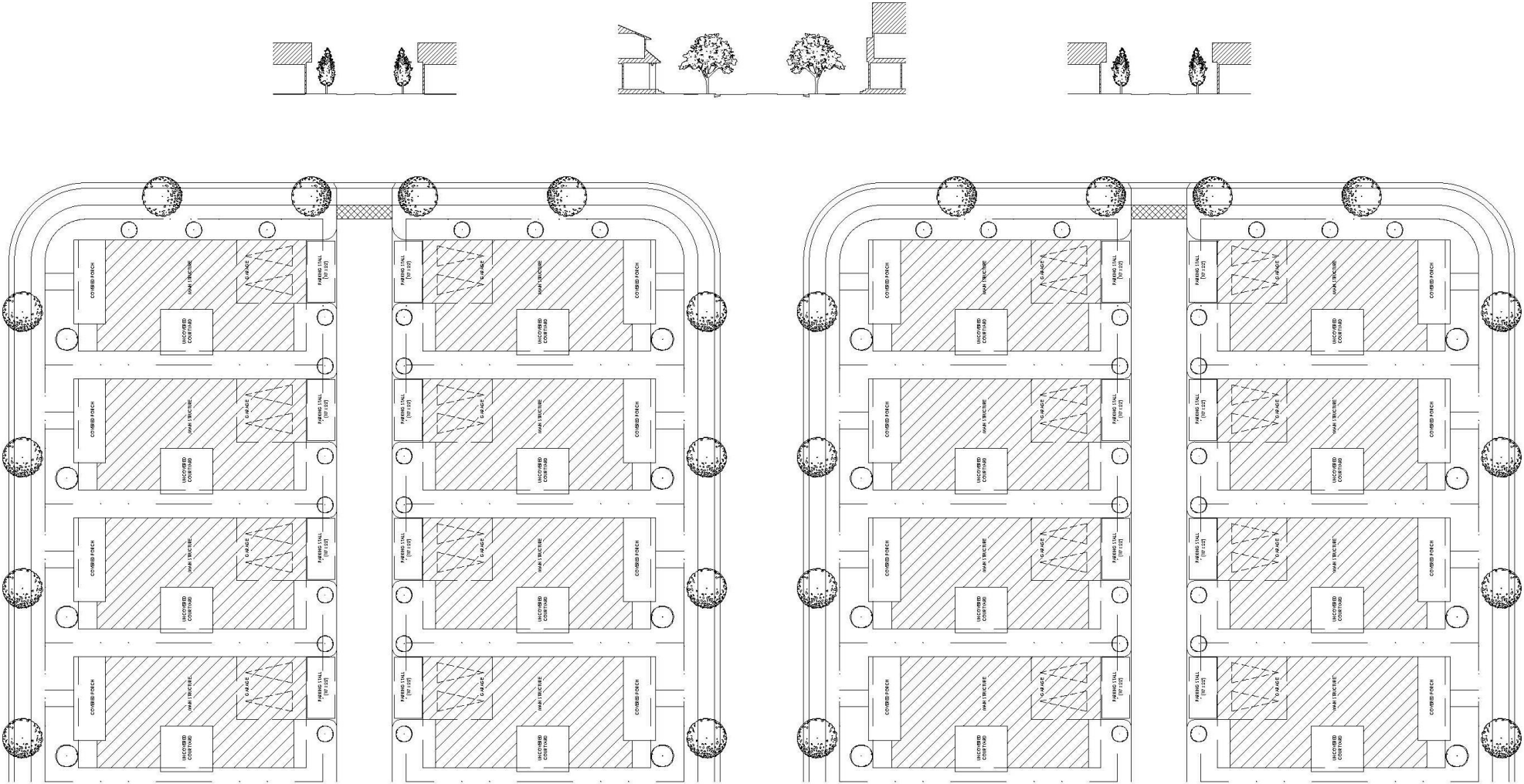


CORNER LOT

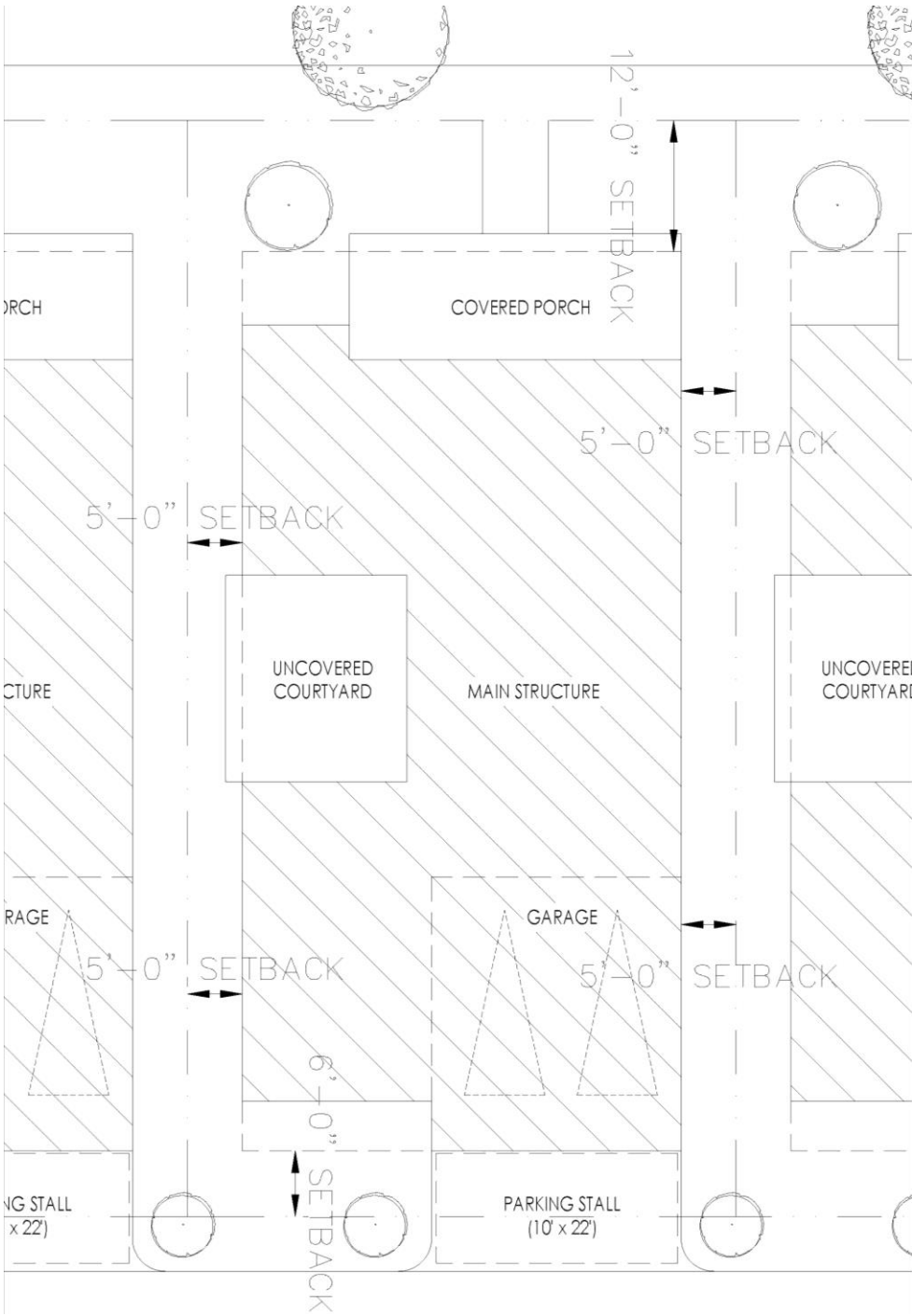


INTERIOR LOT

PARKING PLAN: COTTAGE LOTS



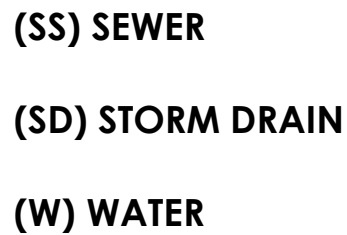
BLOCK LAYOUT



LOT LAYOUT

Description	Units	Stalls/Unit	Total Stalls
Parking provided	127	3.0	381.0
Parking required	127	2.5	317.5
Excess parking		0.5	63.5

CONCEPTUAL UTILITY PLAN



The City and Developer will agree in the Development Agreement upon the detailed phasing and timing of utilities, which phasing shall be consistent with the Phasing Plan in the Neighborhood Plan

Holdaway Farms District

1. **Purpose and Intent.** The purpose of the Holdaway Farms District (HF) is to allow for the establishment of residential neighborhoods, which display a mix of housing and open space types that facilitate lifestyle choices and opportunities for persons from a broad range of demographics and socio-economics. Developments in the HF shall be designed to integrate households for different phases of life into a blended community through the allowable housing mix, which generates more complete and authentic neighborhoods.
2. **District Location.** Refer to EXHIBIT “A”
3. **Neighborhood Plan Required.** A Neighborhood Plan will be required to guide future development in the HF. The submission requirements for a Neighborhood Plan are outlined in Section 7. Neighborhood Plans include the identification and placement of lot types, open space types, and infrastructure, utilities, and other aspects for future construction.
 - a. Neighborhood Plans shall include new streets and trails, ensuring the resulting blocks and the urban fabric are walkable and bikeable.
 - b. Neighborhood Plans identify the overall theme of a community. All elements of the development shall follow a unified theme.
4. **Density.**
 - a. This land use zone recognizes that in order for the City to be a well-rounded community, a variety of different housing styles, types and sizes should be permitted. The overall residential density within the district described in Section 2 shall not exceed 3.25 units per acre.
 - b. Project design should be context-sensitive. Proposed uses adjacent to existing development should be compatible in terms of density and provide an appropriate transition to higher intensity areas when applicable.
5. **Process.** The process for the review and consideration of a Neighborhood Plan in the HF will be as follows, unless otherwise specified:
 - a. The Planning Commission shall conduct a public hearing on a Neighborhood Plan and shall make a recommendation to the City Council.
 - b. The City Council is the Land Use Authority for Neighborhood Plans and authorized to approve, approve with conditions, or deny a proposed Neighborhood Plan.
 - c. The same noticing requirements provided for amending zoning district maps under the Vineyard Zoning Ordinance shall apply to Neighborhood Plan applications and associated amendments.

- d. A Development Agreement, which is compliant with an approved Neighborhood Plan, shall be required and shall meet the relevant provisions of City Code. A Development Agreement may be submitted simultaneously with, or after the approval of, a Neighborhood Plan.
 - e. Preliminary and Final Plats shall meet all requirements set forth under the Vineyard Subdivision Code Title 14. Site Plans shall be in conformance with requirements of Section 15.36 of the Vineyard Zoning Ordinance except as otherwise provided herein.
6. **Amendments to approved Neighborhood Plans.** Modifications to the Neighborhood Plan text or exhibits may occur in accordance with the following amendment process:
- a. Major Amendments: If an amendment is deemed major by the Community Development Director, the required approval process will be the same as that of the original Neighborhood Plan. Major amendments are modifications that change the intent of the Neighborhood Plan such as:
 - i. Those that significantly change the character or architecture of the Neighborhood Plan;
 - ii. Those that decrease the size of parcels;
 - iii. Those that increase or transfer residential density and non-residential intensity; and
 - iv. Those that materially reduce open space amenities or the amount of land dedicated to parks, trails, public use space, natural areas, or public facilities as shown on the approved Neighborhood Plan.
 - b. Minor Amendments. Minor amendments are accomplished administratively by the Community Development Director. Minor amendments include simple modifications to text or exhibits such as:
 - i. Minor changes in the conceptual location of streets, public improvements, or infrastructure;
 - ii. Minor changes in the configuration of parcels;
 - iii. Changes in the Phasing Plan that don't impact the delivery of Open Space and arterial Right of Ways.
 - iv. Minor modifications of land use boundaries; and
 - v. Interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.
7. **Submission Requirements.** Neighborhood Plans shall be required to include the following:
- a. Character and Theme Plan - identifying the organizational design framework, showing a clearly recognizable neighborhood character and theme, while also distinguishing the

neighborhood from others and cohesively unifying the neighborhood through its distinctive design elements. Community character and theme elements may include the following:

- i. General Architecture – Identifying the proposed architectural styles and themes.
 - ii. Architectural Frontage Plan identifying the primary and secondary frontage for each building lot.
 - iii. Open space, landscaping, and recreational design concepts.
 - iv. Conceptual community signage and place identification.
 - v. Street Naming Plan.
- b. Transportation Network and Street Plan that shall include:
- i. Adjacent streets;
 - ii. Modifications to existing streets, if any;
 - iii. A key for the street network;
 - iv. Existing, new, and modified streets, rear lanes, and/or shared drives including:
 1. Centerline radius,
 2. Data table indicating ownership,
 3. Right-of-way width,
 4. Number of vehicular lanes,
 5. Street type; and
 6. Transportation provisions
 - v. Any public existing or proposed bicycle ways, and trails within and adjacent to the Neighborhood Plan area; and
 - vi. Local street network consisting of all new streets within the neighborhood.
- c. Preliminary Phasing Plan - including conceptual phase boundaries, acreages, and sequence of the identified phases. The preliminary phasing plan shall reflect conceptual public infrastructure such as streets, utilities and open space areas. Private amenities and open space shown in the Neighborhood Plan shall be constructed no later than the middle phase of the overall HF development timeline. Specific phase timelines for public amenities and infrastructure will be established in the development agreement.
- d. Open Space Plan - for each area assigned as open space including:

- i. General type, use, and programming concepts of all open spaces;
 - ii. Conceptual landscape treatment, proposed activities; and
 - iii. Recreational amenity concepts (public vs. private and active vs. passive).
- e. Lotting Plan – including a conceptual plan for Lot Types and Parking to include:
 - i. Layout and Description of all lot and unit types.
 - ii. Building configurations including number of buildings per lot, lot dimensions, building height, and parking.
 - iii. Setbacks for principal and accessory buildings.
 - iv. Lot coverage.
 - v. Lot frontage.
 - vi. Off-street parking.
- f. Conceptual Utility Plan – preliminary schematic with existing and conceptual proposed utility alignments to show how property will be served including drainage (land & storm water), sewer, culinary and secondary water connections and any other existing or conceptual proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project. Due to high ground water levels, residential units with a basement level shall require a foundation drain and connection to an approved land drain system, unless such requirements are deemed unnecessary by the City Engineering Department based on geotechnical or other related analysis. All public utilities shall be located in a street or alley sufficiently designed to allow proper spacing and access for maintenance.

8. Development Standards.

- a. Lot Standards - The Lotting Plan shall contain a variety of housing types and shall address the following:
 - i. Lot types, sizes, configurations, and neighborhood compatibility. Transitions should be proposed from uses and development standards on adjacent developments.
 - ii. Lots for neighborhood support uses, including but not limited to churches and schools, if deemed necessary, which are adequate to serve the future population of the neighborhood. In a manner consistent with state and federal law, the applicant will coordinate with applicable organizations (such as the school board) to determine the future demand for such facilities.

b. Transportation and Street Networks. - The street network plan must map streets and intersections as follows:

- i. All streets must connect to other streets with intersections, forming a network.
- ii. New streets must connect wherever possible to streets outside of the neighborhood.
- iii. The right-of-way (ROW) width of new streets is subject to approval by the City Engineer and subject to compliance with all current engineering and public safety standards.
- iv. New street types may be presented but require review by the City Engineer and approval by the City Council as part of a specific Neighborhood Plan.
- v. Rear lanes and shared drives must comply with public safety standards.
- vi. Rear lanes must be accessed by a minimum of two points along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.
- vii. Shared drives are accessed by one point along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.

c. Open Space.

- i. A minimum of ten percent (10%) of the gross area of the proposed neighborhood plan shall be dedicated towards improved and publicly accessible open space.
- ii. Required minimum open space areas shall include amenities serving a public benefit and shall be identified in the Neighborhood Plan and Development Agreement. Amenities provided may include, but are not limited to, pavilions, wayfinding signage, sports courts and fields, bicycle infrastructure, playground facilities, dog parks, public restrooms, maintenance facilities, water features and trail corridors.
- iii. Objectives of open spaces in a Neighborhood Plan shall consist of the following:
 1. Create neighborhood gathering places.
 2. Promote the character and theme of the neighborhood.
 3. Create a comprehensive open space system within the neighborhood based on a hierarchy of activity (active -vs- passive), programming (formal -vs- informal), and users (children, teenagers, and/or adults).
 4. Provide connections to natural open space of the Utah Lake Shoreline and regional trail systems.

5. Provide distribution/proximity of open space within a short walking distance of every home.
 6. May provide dual purpose(s) with ecological functions (when appropriate) within the open space type.
- d. Signage and Entry Features. - All signs shall comply with City Code Sign Regulations with the following exceptions:
- i. In establishing a strong neighborhood theme and character, an architectural entry structure will be permitted. The sign portion of an Entry Structure for a residential development containing fewer than 100 dwelling units shall not exceed 7.5 feet in height; the sign portion of an Entry Structure for a residential development containing 100 or more units shall not exceed 10 feet in height.
 - ii. The architectural structure will require review and approval by the City Council. An artistic feature may be placed above the 10-foot maximum height for signs. The artistic feature will not be allowed to be illuminated.
- e. Architectural Standards.
- i. HF should provide a variety of home styles, textures, and colors on each street to create a diverse and varied street scene. Neighborhoods with minimal visual variation, and homogenous application of the approved architectural styles are not permitted in order to ensure that street scenes are non-repetitive. Variation shall be achieved through a combination of architectural styles, materials, material textures, colors, and floor plans. Guidelines for style and color shall be given equal weight when evaluating compliance with this standard.
 - ii. All facades facing public roadways will be considered a primary frontage requiring architectural detailing.
- f. Landscaping and Fencing. - Landscaping and Fencing must comply with City Code. Exceptions or modifications may be considered at the time of Neighborhood Plan approval if the modification does not result in less landscaping. For example, in some cases, it may be beneficial to slightly reduce plant size in exchange for more plants. Landscaping and fencing definitions may be modified as a part of the Neighborhood Plan, if necessary, for compliance with the Character and Theme Plan. Landscaping options that are drought tolerant and promote low water usage, among other options, shall be included in the neighborhood plan. Trees and landscaping located in public right-of-way or public open space shall comply with the Vineyard Tree and Landscape Manual.
- g. Building Height.
- i. The maximum building height for residences in the HF is 35 feet.

- ii. The maximum building height for private amenity buildings in the HF is 45 feet, if such incremental height is to create architectural interest.
- iii. Building height is measured from the top of the back of curb to the highest point of the building or structure

9. Parking.

- a. The Neighborhood Plan shall comply with the requirements of Chapter 15.38 of the Vineyard Zoning Ordinance with the following exceptions, which are applicable solely to residences in the cottage lots / active adult community:
 - i. Two and one-half (2.5) off-street parking stalls shall be required for each residential unit.
 - ii. The minimum parallel parking stall size shall be eight (8) feet wide by twenty four (24) feet long, provided however, that the front of the parking space may overhang two (2) feet into a landscape strip.

10. District Uses.

- 1. Holdaway Farms District Use Table: The HF district use table lists all use types and whether, in the Holdaway Farms Special District (“HF”), the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
- 2. Prohibited Uses: All uses marked with an “N” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
- 3. [Additional Requirements: In addition to requirements listed at the bottom of the district use table, additional requirements for specific uses are listed in [VZC 15.14 Special Purpose Districts](#), VZC 15.32 General Property Development Standards and VZC 15.34 Supplementary Development Standards of the zoning ordinance.]

Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^x = Additional Standards Below.

Holdaway Farms District Uses		Allowance
	Dwelling, Multiple-Family	N
	Dwelling Single-Family	P

Uses	Dwelling, Two-Family	N
	Model Home or Unit	P
	Residence for Persons with a Disability	P ²
	Residential Facility for Elderly Persons	P ²
	Residential Lease, Short-term	N
	Residential Lease, Long-term	P
	Nursing Home, Convalescent Care	C
	Assembly, Place of	C ¹
	Commuter and Light Rail Facilities and Station	N
	Earth Station (Satellite Dish Farm)	N
	Educational Facility	C
	Emergency Care Facility	N
	Environmental Remediation Activities	N
	Farmers' Market	N
	Heliport	N
	Hospital	N
	Liquor Store (State Owned)	N
	Major Facility of a Public Utility	N
	Minor Facility of a Public Utility	C
	Museum	N
	Open Space and Trails	P
	Parks and Associated Facilities	P

	Park and Ride Facility	N
	Power Plant	N
	Public Use	C
	Recycling Collection Center	N
	Recycling Processing Facility	N
	Transit Passenger Hub (Intermodal)	N
	Wireless Telecommunications Site/Facility	N
	Accessory Building	P ²
	Accessory Dwelling Unit	P ²
	Accessory Use	P
	Home Day Care (one to seven children)	P
	Home Day Care (eight to ten children)	C
	Home Occupation	P ²
	Home Preschool (one to seven children)	P
	Home Preschool (eight to ten children)	C
	Household Pets, Noncommercial	P ²
	Sign - Temporary	T ⁶
	Swimming Pool	P ²
	Temporary Use	T ⁵

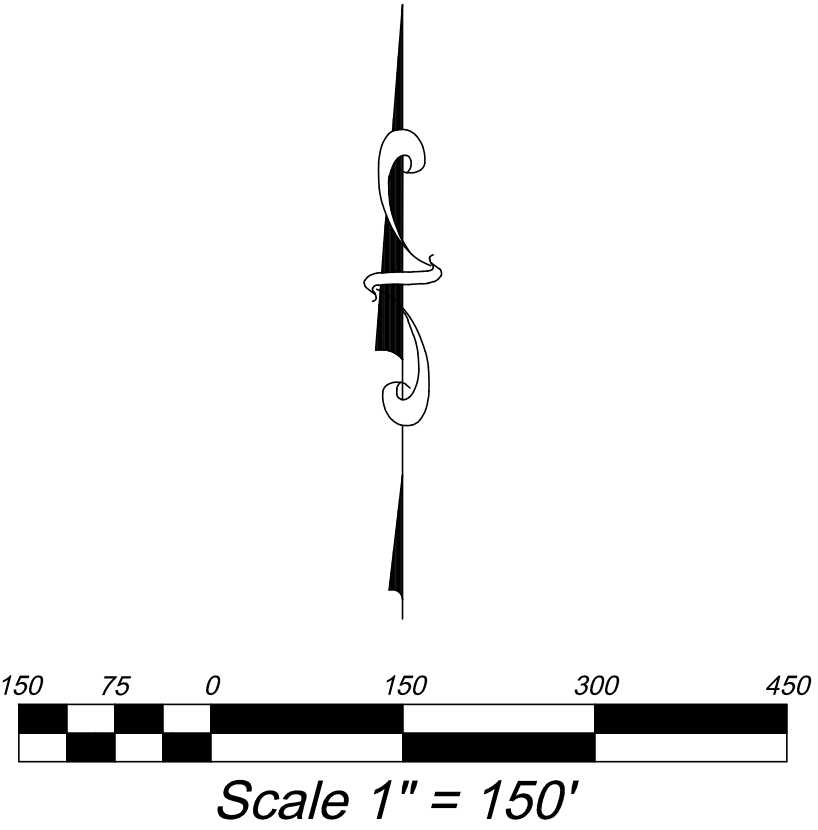
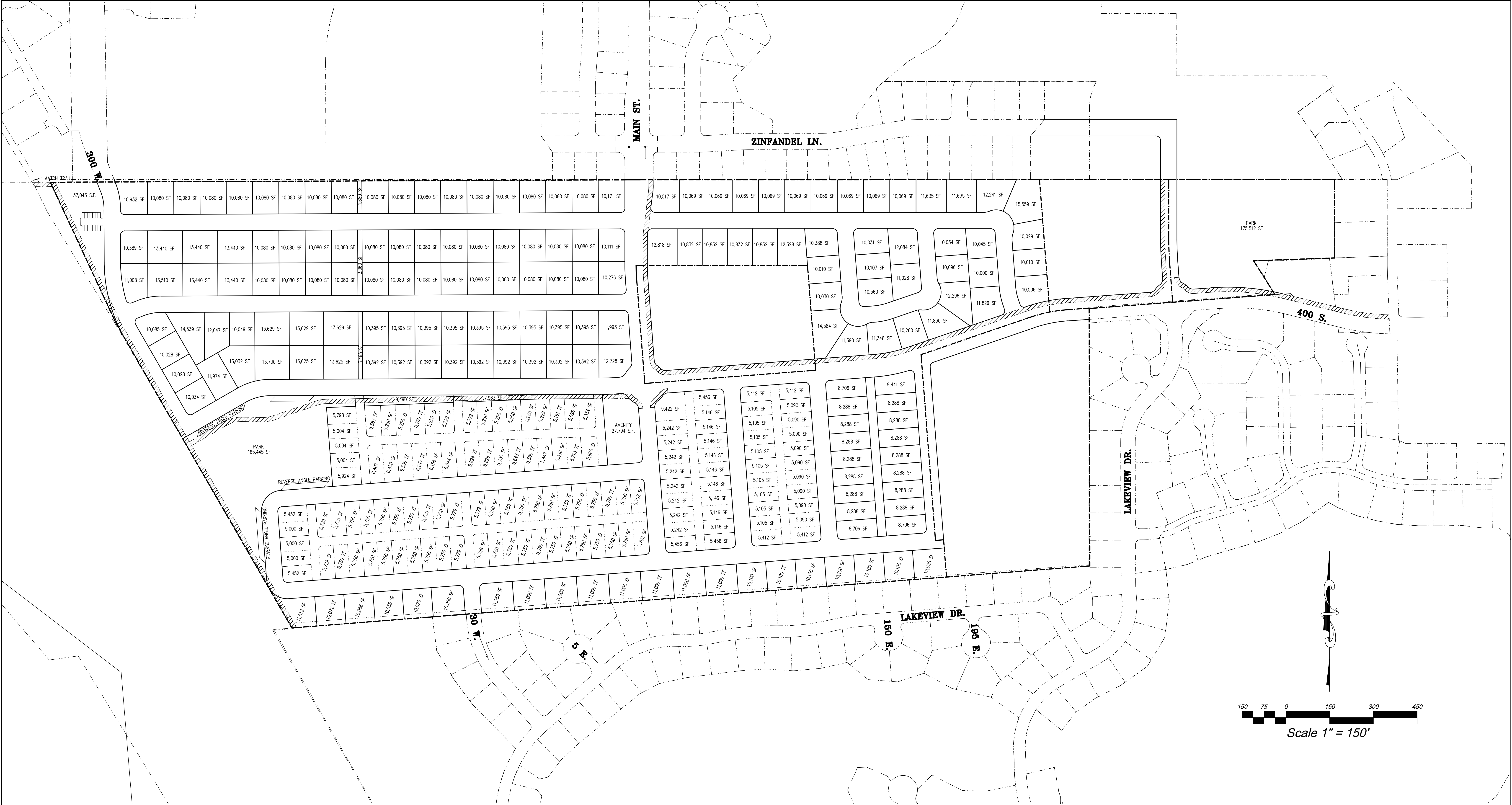
1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.
2. See VZC 15.34 for additional use development standards.
3. Unused.

4. Unused.
5. See VZC 15.26 for additional use standards.
6. See VZC 15.48 for signage requirements.

EXHIBIT "A"

The following is a description of the current Clegg/Holdaway property PRIOR TO the anticipated swap of property currently owned by the Church of Jesus Christ of Latter-day Saints, as such swapped property is reflected in the Holdaway Farms Neighborhood Plan. An updated property description will be provided as soon as it is available.

Beginning at a point located South 89°46'04" West along section line 418.05 feet and North 103.65 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the northerly boundary of The Lakes at Sleepy Ridge Phase 2 - P.R.D. the following four courses and distances: 1) South 85°41'54" West 638.60 feet, 2) South 0°09'34" East 882.33 feet, 3) South 85°34'24" West 2163.44 feet, and 4) South 85°28'50" West 97.10 feet; hence continuing South 85°28'50" West along remnants of a fence line 482.78 feet; thence North 30°00'00" West 1203.25 feet; thence North 25°00'00" West 536.03 feet; thence along a boundary line agreement recorded as Entry 152258:2006 the following two courses and distances: 1) North 89°45'38" East 1975.85 feet, and 2) North 89°59'04" East 46.61 feet; thence South 0°00'10" West 11.36 feet; thence along the arc of a 450.00 foot radius curve to the right 348.21 feet through a central angle of 44°20'09" (chord bears South 22°10'15" West 339.59 feet); thence South 44°20'19" West 45.74 feet; thence along the arc of a 450.00 foot radius curve to the left 348.21 feet through a central angle of 44°20'09" (chord bears South 22°10'15" West 339.59 feet); thence South 0°00'10" West 111.65 feet; thence South 89°59'50" East 668.76 feet; thence along the arc of a 1000.00 foot radius curve to the left 506.10 feet through a central angle of 28°59'50" (chord bears North 75°30'15" East 500.71 feet); thence North 61°00'20" East 153.65 feet; thence North 0°00'10" East 585.18 feet; thence North 89°59'04" East along a boundary line agreement recorded as Entry 152258:2006 a distance of 1380.03 feet; thence South 0°00'16" West 147.79 feet; thence South 0°00'20" West 120.69 feet; thence South 88°00'00" West 277.72 feet; thence South 32°15'00" East 136.80 feet to the point of beginning. Area = 92.145 Acres



REVISIONS		
Rev.	Date	Description

EXCE ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excecivil.com

HOLDAWAY FARMS		
VINEYARD		UTAH
Drawn by: D.W.P.	CONCEPT PLAN	Scale: 1"=150'
Designed by: D.W.P.		Date: 11/12/21
Checked by: D.W.P.		C1

Trip Generation
Vineyard - Holdaway Farms

Land Use ¹	# of Units	Unit Type	Trip Generation			New Trips		
			Total	% In	% Out	In	Out	Total
Weekday Daily								
Single-Family Detached Housing (210)	196	DU	1,876	50%	50%	938	938	1,876
Senior Adult Housing - Single-Family (251)	102	DU	440	50%	50%	220	220	440
TOTAL			2,316			1,158	1,158	2,316
AM Peak Hour								
Single-Family Detached Housing (210)	196	DU	138	26%	74%	36	102	138
Senior Adult Housing - Single-Family (251)	102	DU	40	33%	67%	13	27	40
TOTAL			178			49	129	178
PM Peak Hour								
Single-Family Detached Housing (210)	196	DU	188	63%	37%	118	70	188
Senior Adult Housing - Single-Family (251)	102	DU	46	61%	39%	28	18	46
TOTAL			234			146	88	234

1. Land Use Code from the Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition, 2021.

SOURCE: Hales Engineering, December 2021



Community Development

Date: December 08, 2021
From: Briam Amaya Perez, Planner II
To: City Council
Item: 9.4 Public Hearing and Consideration of Development Agreement Application
Applicant: Jason Boal, Snell and Wilmer Law Firm, representing Fifty Mill LLC



OVERVIEW

Jason Boal, of Snell and Wilmer Law Firm, representing Fifty Mill LLC, seeks approval of a development agreement for a mixed-use, multi-family building located at The Yard Plat B, southwest corner of Geneva Road and 400 North. On October 13, 2021, the Vineyard City Council approved a Zoning Text Amendment regarding Section 15.14.2.08 Development Standards in the Vineyard Special Purpose Zoning District. This amendment modified the language to increase the permitted number of residential units and density located within the regional mixed-use zoning district. The maximum residential density was increased up to 85 units per acre and the number of residential units was increased up to 2,350 through a Development Agreement as provided in Section 15.16 of the Vineyard City Zoning Code.

On November 11, 2021, the Vineyard City Community Development Department received an application for a Development Agreement from Jason Boal, of Snell and Wilmer Law Firm, acting in behalf of Fifty Mill LLC, pursuant to the adopted zoning provisions stated above. The attached development agreement would allow for up to 341 units on 4.87 acres, in conjunction with commercial space onsite and on the separate, adjoining parcel to the north. This development is designed to not only integrate commercial and residential uses, but also focuses on pedestrian access, walkability, and an appropriate utilization of

parking areas. On the eastern edge of the subject property, the regional trail will be extended in a large open space corridor.

Staff has reviewed the development agreement. Our comments are provided below:

ANALYSIS

The development agreement consists of two parties, Vineyard City and Fifty Mill, LLC. The Zoning Code and the Development Agreement would establish and vest the development rights of this project, including the general use, maximum density, and general configuration. The developer, Fifty Mill LLC, is developing the property as a mixed-use development. The property is intended to be used for multi-family residential and commercial uses including short-term rentals, retail, and associated facilities. A concept plan for the property has been attached to this staff report. The project shall include a maximum of three hundred forty-one (341) units.

DISCUSSIONS FROM 12.01.2021 PLANNING COMMISSION MEETING

Phasing and Timing

The developer stated that the entire project will be built all at once, not in separate phases, and shall be leased out as completed.

Retail and Commercial Uses

The city had expressed a desire to see more retail and commercial space on site. The applicant provided an updated concept showing additional retail on the ground floor of the building façade facing 400 North. The concept plan now proposes a total of 13,720 SF dedicated to retail and commercial use.

Short-Term Rentals

Part of what makes this project function as a truly mixed-use building is the short-term rental aspect. Short-term rentals, which are not currently allowed in any parts of the city could be integrated into this project by way of the development agreement (or through a zoning text amendment) to make it a permissible use. Vineyard City could greatly benefit financially from the Transient Room Tax (TRT) that could be imposed for lodgings or stays offered for less than thirty (30) consecutive days. The applicant proposed a minimum of 10, guaranteed STR units and at least 30 units (including the first 10) to be prepared and furnished as STR should they accommodate this use in the future. All STR units must be operated and managed by a single company. These units cannot be sold off individually.

Parking

Reverse, 45-degree angled parking now replaces the 90-degree parking that was initially proposed along 400 S. A bike lane on the north side of 400 S is located between the driving lane and the parking stalls. The applicant has retained the same quantity of parking spaces.

Open Space

The applicant has committed to deed restrict their property in Orem that makes up the eastern portion of the site. This area is to serve *only* as open space and is to count towards fulfilling the minimum open

space requirement in the Vineyard Zoning Code. The Commission recommended that the trail on the east side of the building be moved closer to the building due to future UDOT expansions of Geneva Rd.

Public Utilities and Infrastructure

All infrastructure would need to be 100% completed and connected before the developer can obtain certificates of occupancy. The developer shall complete all required studies prior to any issuances of permits and notices to proceed. The city will determine if any upsizing needs to take place before the fact. If any upsizing is needed on the front end, the city will cover the costs of any required upsizing.

Building Height

The proposed building exceeds the outrightly allowable height in the zoning district. Section 15.14.2.04 'Procedures' outlines a process for major amendments to development plans. Section 6.b states that major amendments to the development plan submitted by the applicant "are those that increase the maximum allowable building height, residential density, non-residential intensity, and/or that exceed ten (10) percent of an individual DP plan element." This section grants the City Council the authority to approve any major amendment of the development plan upon a recommendation from the Planning Commission. The Planning Commission recommended an approval to allow for the building to be built at 66' in height.

RECOMMENDATION:

City Staff and the Planning Commission recommend approval of the proposed Development Agreement with the following conditions:

1. At least 10 units are dedicated for short-term rentals with a minimum of 30 units (including the first 10) to be furnished with the intent for addition short-term rentals.
2. City Council may approve the additional building height per a major amendment permitted in the Special Purpose Zoning Districts code.

PROPOSED MOTIONS:

"I move to approve the proposed Development Agreement, as submitted by Jason Boal, of Snell and Wilmer Law Firm with the proposed conditions."

ATTACHMENTS

1. Development Agreement

WHEN RECORDED, RETURN TO:

Fifty Mill, LLC
Attn: Eric Towner
9537 S 700 E
Sandy, UT 84070

**DEVELOPMENT AGREEMENT
FOR
THE YARD**

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered into by and between VINEYARD CITY, a political subdivision of the State of Utah, and FIFTY MILL, LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS¹

A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.

B. Developer owns the Property.

C. The Property is located within the boundaries of Vineyard City, Utah.

D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.

E. Developer has prepared that certain Concept Plan for the Property, which is attached hereto as Exhibit B.

F. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.

G. The Parties understand and intend that this DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

¹ Note to City: no known existing agreements to incorporate.

| H. The City finds that this DA conforms with the intent of the City's General Plan and the Zoning.

| 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 Parties hereby agree to the following:

|

TERMS

1. **Incorporation of Recitals and Exhibits; Definitions.**

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 Act means the Municipal Land Use, Development, and Management Act, *Utah Code Ann. § 10-9a-101 (2019), et seq.*

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Buildout means the completion of all of the development, both residential and commercial, on the entire Project in accordance with this DA.

1.2.4 City means Vineyard City, Utah, a Utah political subdivision.

1.2.5 City Council means the elected Vineyard City Council.

1.2.6 City's Future Laws means the ordinances, policies, standards, and procedures that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this DA.

1.2.7 City's Vested Laws means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date.

1.2.8 Concept Plan means the graphic depiction of the Project to be developed on the Property as generally shown on Exhibit B attached hereto, and as may be amended or supplemented from time to time

1.2.9 DA means this Development Agreement, including all of its Exhibits.

1.2.10 Default means a material breach of this DA as specified herein.

1.2.11 Denial means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, excluding review comments or “redlines” by City staff.

1.2.12 Developer means Fifty Mill, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA.

1.2.13 Development means the development of all or a portion of the Property pursuant to one (1) or more approved Development Applications.

1.2.14 Development Application means a complete application to the City for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the City required for Development of the Project.

1.2.15 Effective Date means the date this DA is recorded by the City Recorder.

1.2.16 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.17 Final Unit Count means the total number of Units within the Project, which number shall be no more than the Maximum Units.

1.2.18 Intended Uses means the use of all or portions of the Property for multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail, and associated facilities); and all other uses approved by the City in accordance with the City’s Vested Laws.

1.2.19 Maximum Units means the development on the Property of a maximum of three hundred forty-one (341) Units.

1.2.20 Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.

1.2.21 Party/Parties means, in the singular, either Developer or the City; in the plural, Developer and the City.

1.2.22 Planning Commission means the Planning Commission of the City.

1.2.23 Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.24 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.1 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.

1.2.2 Unit means a structure or any portion thereof designed and constructed for multifamily occupancy as a residence or short-term, commercial occupancy, and located in one (1) or more buildings within the Project in the locations set forth on the Concept Plan.

1.2.3 Zoning means the Regional Mixed Use District (RMU) zoning of the Property as further set forth in the City's Vested Laws.

2. **Development of the Project.**

2.1 **Compliance with this DA.** The Zoning and this DA establish and vest the development rights for the Project, including the general use, maximum density, and general configuration for the Project. Pursuant to Vineyard Municipal Code 2.04.3.c., this DA establishes and vests the maximum density for the Project. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Zoning, and this DA. City agrees that Developer shall have the full power and exclusive control of the Property. ~~Nothing~~ Subject to the provisions of Addendum No. 1 attached to this DA, nothing in this DA shall obligate Developer (or its successors) to develop in any particular order or phase and that Developer reserves all discretion to determine whether to develop a particular portion or phase of the Property based upon Developer's business judgment. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City's Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to adjust the Concept Plan including variations to the exact locations and densities of the Units, exact locations of open space and parking, roads and rights-of-way and changes to building size, but in no event shall the Final Unit Count within the Project exceed the Maximum Units.

2.2 **Zoning.** City agrees that the Regional Mixed Use District (RMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the general areas configured in the Concept Plan, as more particularly set forth below.

2.3 **Maximum Units.** Subject to Section 2.1 above, at Buildout Developer shall be entitled to have developed the Project up to the Maximum Units.

2.4 Rescission Option; Condition of Issuance of Building Permits— or Certificates of Occupancy.

2.4.1 If the City has not issued a building permit, and there has not been commencement of horizontal or vertical construction under such building permit, for a golf driving range facility (e.g., “Top Golf”) on that certain real property adjacent to the Property (such adjacent real property is identified as all or a portion of Utah County Parcel No. 56:037:0002 (the “Golf Facility Parcel”); provided, however, such Golf Facility Parcel shall not be encumbered by this DA), on or before **January 1, 2023**, then either Party may deliver notice of rescission to the other Party to terminate this Agreement. Any such rescission must be hand delivered, if at all, no later than thirty-two (32) days after the date in the preceding sentence. Upon a Party’s delivery of notice of rescission pursuant to this subsection, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. ~~Additionally,~~

~~2.3.1~~2.4.2 Developer acknowledges and agrees that City shall have no obligation to issue any building permit for the Project until a building permit is issued for vertical construction of a golf driving range facility (e.g., “Top Golf”) on the Golf Facility Parcel; provided, however, Developer or an Applicant may submit Development Applications, including, without limitation, for Project building permit(s), prior to the City’s issuance of a building permit for vertical construction of a golf driving range facility on the Golf Facility Parcel.

2.4.3 Developer acknowledges and agrees that City shall have no obligation to issue a certificate of occupancy for any portion of the Project until vertical construction (consisting of, at a minimum, above-ground structural supports for the golf driving range facility building or golf simulation facility) of a golf driving range facility (e.g., “Top Golf”) on the Golf Facility Parcel has commenced; provided, however, Developer or an Applicant may submit Development Applications, including, without limitation, for Project building permit(s) or certificate(s) of occupancy, prior to commencement of vertical construction of a golf driving range facility on the Golf Facility Parcel.

3. **Vested Rights.**

3.1 **Vested Rights Granted by Approval of this DA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City’s Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses

and the uses in the RMU Zoning as in effect and made applicable to Property as of the Effective Date. Subject to Section 2.3 above, City further confirms that Developer is vested with the right to locate buildings of the type described and generally depicted, along with contemplated configurations, and densities reflected in the Concept Plan, consistent with City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to assist in the development of the Property.

3.2 **Exceptions.** City's Future Laws with respect to development or use of the Property shall not apply, except as follows:

3.2.1 Developer Agreement. City's Future Laws that Developer agrees in writing apply to the Project;

3.2.2 State and Federal Compliance. City's Future Laws that are generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.2.3 Codes. The City's development standards, engineering requirements, approval, and supplemental specifications for public infrastructure, and any City's 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 otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 Taxes. Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the City, which right is hereby reserved;

3.2.5 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City's jurisdiction (or a portion of the City's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.2.6 Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the City or any other lawful agency, district, or public utility.

3.2.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann. § 10-9a-509(1)(a)(ii)(A)* as proven by the City by clear and convincing evidence, of which jeopardy the City was not reasonably aware of at the time of the execution of this DA.

3.3 **Legal Challenge.** Should any third party not a Party hereto challenge this DA or the related approvals within thirty-one days (31) days of the Effective Date, Developer shall have the right to unilaterally rescind this DA by delivering notice to City no later than one-hundred-eighty (180) days of the Effective Date.

3.4 **Intent Regarding Administration and Amendment of this DA.** The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

4. **Term of Agreement.** The initial term of this DA shall be thirty (30) years beginning on the Effective Date, which term may be extended by written agreement of the Parties.

5. **Addendum No. 1.** Addendum No. 1 contains the provisions of this DA that are specific to the development of the Project. If there is a conflict between this DA and Addendum No. 1, then Addendum No. 1 shall control.

6. **Processing of Development Applications.**

6.1 **Processing of Development Applications; City Denial of a Development Application.** City agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such ~~applications~~Development Applications are submitted in complete form at the time of submittal. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other Development Application. If the City denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the City's Vested Laws (or, if applicable, the City's Future Laws), or any other applicable law. ~~The City agrees to table final decision on a Development Application, rather than issuing a Denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "Meet and Confer" process outlined below. Notwithstanding Vineyard Municipal Code 15.24.110,~~ Developer may resubmit a denied Development ~~Applications~~Application after addressing the reasons for ~~denial~~Denial communicated by the City.

6.2 **Meet and Confer regarding Development Application Denials.** Upon written request by ~~the~~ Developer, the City and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or Denial to discuss how the ~~Development~~Developer may resolve the issues specified in the tabling or Denial of a Development Application.

6.3 **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's Denial of a Development Application is based on the denial of the Development Application by a non-City agency, if Applicant chooses to appeal such Denial, the appeal shall be through the appropriate procedures for such a decision and not through the processes specified ~~below~~herein.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on City's Vested Laws for other Development Applications.

8. **Public Infrastructure and Utilities.**

8.1 **Construction by Developer.** Other than for those elements of Public Infrastructure otherwise specified in this DA that may be constructed by the City or agencies it controls, Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application.

8.2 **Financial Assurances.** If, and to the extent required by the City's Vested Laws, unless otherwise provided by the Act or this DA, if financial assurances for any Public Infrastructure is required by the City or an agency it controls, then Applicant shall provide it in a form acceptable to the City or the agency it controls as specified in the City's Vested Laws. Partial releases of any such required financial assurances shall be made as work progresses based on the City's Vested Laws.

8.3 **Upsizing/Reimbursements to Developer.** The Developer shall complete capacity studies for all City utilities required to serve this Project. The City shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure 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, and the costs of service interruption and incidental property damage directly resulting from such upsizing. The Developer shall not refuse any request from the City to upsize Public Infrastructure if the costs to be paid by the City for such upsizing are within industry standards. Furthermore, if approved on a case-by-case basis by the City Council, Developer shall be eligible to receive credits against impact fees or any other fees that City may assess, as compensation for any such upsizing.

8.4 **Culinary Water and Sanitary Sewer Improvements.** Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development ~~designees~~ designs. City agrees to provide Developer “will serve” commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Project on the Property.

8.5 **Storm Water Improvements.** Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions.

8.6 **Electrical, and Natural Gas, and Telecommunication Utilities.** The City agrees to cooperate with Developer and public utility service providers in their efforts to ensure that sufficient electrical capacity and transmission infrastructure and natural gas capacity and transmission is present to serve the Property.

8.7 **City Services.** City shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, storm water and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the City Council, which rates may not differ materially from those charged to others in the City’s boundaries. City also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

8.8 **Transportation.** The Developer shall maintain transportation infrastructure to City standards and specifications. If the Developer proposes a design that is not within the City standards or specification, the Developer shall provide standards and specifications which are reasonable within industry standards. Deviations from City standards shall be reviewed by the City Engineer and may be approved to be incorporated into the approved Development Application. The City shall allow reasonable access to the City public right of way and public utility easements as applicable for the development of the approved development plans. The Developer shall provide the City applicable access and easements for public transportation within the Development. The City cannot dedicate access to non-city rights-of-way or easements; the Developer shall be responsible for coordination and approval for those requests.

8.9 **Infrastructure Studies.** The Developer shall conduct applicable studies to determine the development requirements for services and its impacts to the City and other public utility infrastructure. These studies shall include water, wastewater, stormwater, electrical, transportation impact studies, parking, and other studies as determined by the Community Development Director or City Engineer.

8.10 **Acceptance of Public Infrastructure and Rights-of-Way.** The City intends to accept public infrastructure and rights-of-ways that ~~serves~~serve the interests of the public. The Developer shall provide to the City public infrastructure and rights-of-way which meet or exceed the City standards and specifications, or which have been conferred as requirements during the Development Application. The Developer shall not transfer dedication of public infrastructure or right-of-way without the direct consent from the City Engineer. ~~The Development~~If the development improvements are within non-city jurisdiction~~—and, then~~ the City cannot guarantee or coordinate approvals and dedication of those improvements not within the City jurisdiction. The Developer shall maintain ownership of landscaping improvements along the property adjacent to its development that are within City jurisdiction.

8.11 **Non-City Coordination.** The Developer shall coordinate with adjacent City agencies, to include City, State, County, local District, and Utility agencies for design reviews, access needs and approvals as required for the Developer's proposed development design. The City shall not coordinate these reviews for the Developer. The City may provide mediation between Developer and non-city agency to resolve issues which may arise.

9. **Default.**

9.1 **Notice.** ~~If Developer,~~ or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

9.2 **Contents of the Notice of Default.** The Notice of Default shall:

9.2.1 **Specific Claim.** Specify the claimed event of Default;

9.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

9.2.3 **Materiality.** Identify why the Default is claimed to be material; and

9.2.4 ~~**Optional Cure.** If the City chooses, in its discretion, it may propose~~Cure.
Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

9.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies, except as specifically limited in 11.8:

9.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

9.3.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

9.3.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

9.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this Agreement shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

9.5 **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

9.7 **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

10. **Notices.** All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Fifty Mill, LLC
9537 S. 700 E.
Sandy, Utah 84070
Attention: Eric Towner; Steve Hutchings
Email: eric@xdevco.com; ~~steve@xdevco.com~~;
steve@xdevco.com

To Vineyard City:
Vineyard City

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: Craig T. Jenson
~~Email: cjenson@swlaw.com~~ Email:
cjenson@swlaw.com

With a Copy to:
Hayes Godfrey Bell, P.C.

125 South Main Street
Vineyard, Utah 84059
Attention: City Manager
Email: ~~Refer~~[refer](#) to ~~city~~[City](#) website:

2118 East 3900 South, Suite 300
Holladay, Utah 84124
Attention: Jayme Blakesley
Email:
~~jblakesey@hgblaw.net~~jblakesey@hgblaw.net

10.1 **Effectiveness of Notice.** Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

10.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

10.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

10.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

10.1.4 Change of Address. Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

11. **Headings.** The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidences of intent.

12. **No Third-Party Rights/No Joint Venture.** This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this DA 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 at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

13. **Assignability.** Except as provided in Section 13.1, the rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer only with the express written consent of the City. The City shall not unreasonably withhold or delay its consent ~~without~~ **reason.**

13.1 **Related Entity.** Developer’s assignment of all or any part of Developer’s rights and responsibilities under this DA to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer’s entry into a joint venture for the development of the Project, or Developer’s pledging of part or all of the Project as security for financing shall be considered pre-approved by the City. Developer shall give the City Notice of any event specified in this

sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

13.2 **Non-Related Entity.** Developer's assignment of all or any part of the Developer's rights and responsibilities under this DA to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. 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. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment. The City may object if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the City or other governmental entities, or any similar reason.

13.3 **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 DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

13.4 **Assignees Bound by DA.** Any assignee of all or any part of Developer's rights and responsibilities under this DA shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

15. **Severability; Invalidity.** If any immaterial provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this Agreement to the extent not precluded by law. In such an event, Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions and which implements the intent of the Parties under this Agreement.

16. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this DA that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic,

quarantine, 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.

17. **Time is of the Essence.** Time is of the essence to this DA and every right or responsibility shall be performed within the times specified.

18. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Eric Towner. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

19. **Applicable Law.** This DA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. **Venue.** Any action to enforce this DA shall be brought only in the Fourth District Court for the State of Utah in Utah County.

21. **Entire Agreement.** This DA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Mutual Drafting.** Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

23. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the City's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable City Recorder and each party shall also have an identical copy.

24. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

25. **Authority.** The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. City is entering into this DA after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this DA, and entering into this DA, are legislative acts allowed and authorized by *Utah Code Ann. § 10-9a-101, et seq.*, including specifically *Utah Code Ann. § 10-9a-102(2)*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

FIFTY MILL, LLC,
a Utah limited liability company

By: _____

Name: _____

Its: - _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH _____)
_____:ss.
COUNTY OF _____)

On the _____ day of _____, 2021, personally appeared before me _____, _____, who being by me duly sworn, did say that he/she is the _____ of Fifty Mill, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

CITY:

~~Approved as to form and legality:~~

~~Jayne Blakesley City Attorney~~

~~Attest:~~

~~a Utah political subdivision~~

~~By: _____~~

~~Name: Julie Fullmer~~

~~Its: Mayor~~

~~Pamela Spencer~~

~~City Recorder~~

Approved as to form and legality:

Jayne Blakesley
City Attorney

Attest:

Pamela Spencer
City Recorder

VINEYARD CITY,
a Utah political subdivision

By: _____
Name: Julie Fullmer
Its: Mayor

CITY ACKNOWLEDGMENT

STATE OF UTAH)
_____:ss.
COUNTY OF UTAH)

On the _____ day of _____, 2021 personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.

NOTARY PUBLIC

|

EXHIBIT A
[Legal Description of the Property]

Exhibit A to Development Agreement

EXHIBIT

Exhibit A to Development Agreement

EXHIBIT B
[Concept Plan]

|

Addendum No. 1
(Project-specific terms)

1. **Development Plan.** The DA, including, without limitation, the Concept Plan, shall be considered the ‘development plan’ for the Project under the Zoning.

2. **Development Standards.** The City agrees that Developer shall be entitled to develop the Project in accordance with dimensional requirements and development standards as allowed by this DA, the Concept Plan, and the City’s Vested Laws. Pursuant to Vineyard Municipal Code 2.04.6.b., the building height standards within the Project may exceed the building height standards provided for in Section 15.12.060 – Dimensional Standards Table – of the Vineyard Municipal Code by up to ten (10%), or up to a total building height of sixty-six feet (66’).

3. **Phasing.** Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. Developer anticipates commencing construction of the Project in Fall 2022 and completing the Project in a single phase.

4. **Listing of Project Features and Facilities to be Provided to the City.**

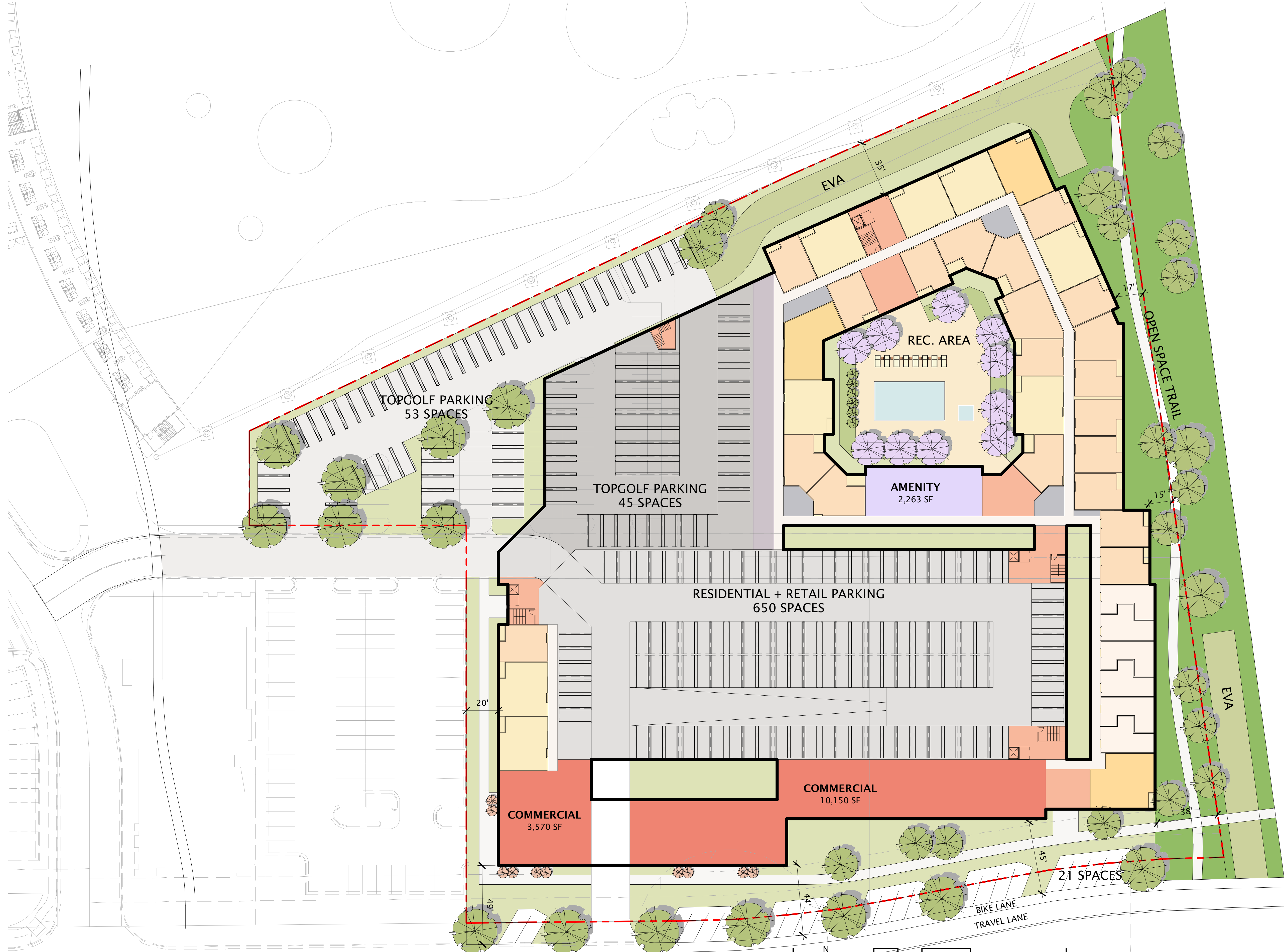
A.4.1. The Project’s ground floor area shall contain a minimum of [] square feet of commercial uses, as depicted in the Concept Plan.

A.4.2. If, prior to Developer’s ~~Option to Convert Units’ Use.~~ The application to the City for a building permit for vertical construction of the Project, the City enacts an amendment to the Zoning ~~allows~~ allowing for the use of the Units as short-term, ~~hotel use as a conditional~~ rentals, also known as short-term residential lease, as a permitted use-, then Developer shall ~~have the option, in its sole discretion, to convert up to sixty (60)~~ a minimum of ten (10) of the Units to short-term, ~~hotel~~ rentals, also known as short-term residential lease, use, ~~managed by means of a Development Application for~~ Developer or a single management company.

~~1. —The City and Developer acknowledge that a portion of the open space or public gathering space, as depicted in the Concept Plan (“Open Space”), is located outside of the City’s current municipal boundaries. Developer agrees to subject such ~~conditional use permit~~ portion of the Open Space to an open space restriction and covenant, in favor of the City, allowing no buildings, structures, parking areas, streets, or roads, and only allowing underground utilities and open space uses in compliance with Vineyard Municipal Code 15.30.~~

~~2. —the City’s Vested Laws, except as approved by the legislative body. The form and content of such restriction and covenant shall be subject to the City’s reasonable approval and such restriction and covenant shall be of record with the Utah County Recorder’s Office. Developer also agrees to cooperate with the City, at no more than minimal cost to Developer and without Developer incurring any liability, in any City action to include such portion of the Open Space into the City’s municipal boundaries, by municipal boundary line adjustment, annexation, or otherwise.~~ **Listing of Project Features and Facilities to be Provided to the City. [Insert, if any].**

A.4.3. , if the City elects to pursue such action.



SITE SUMMARY

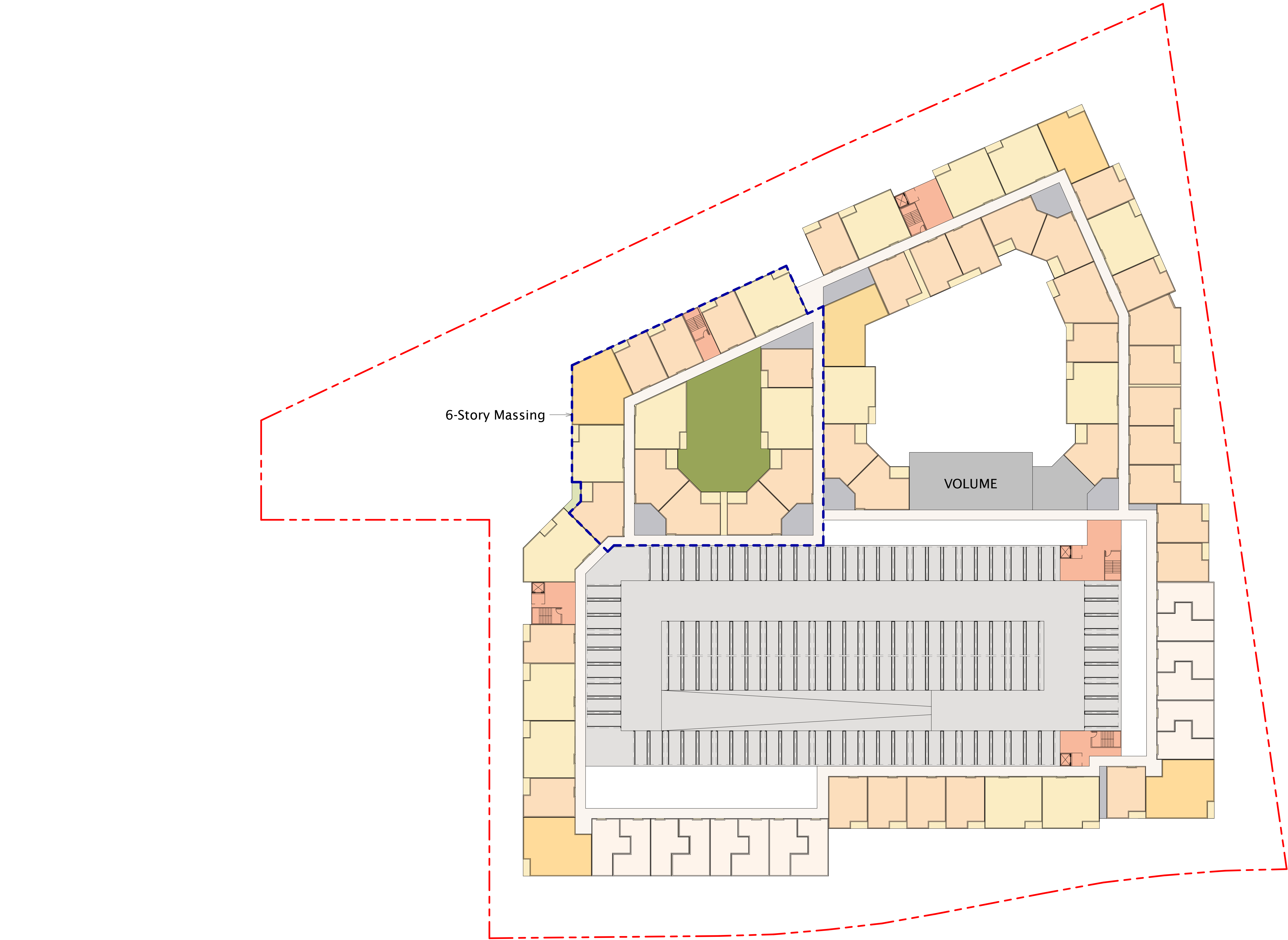
Residential: 341 du
Studio: 22% (600 sf)
1-BR: 50% (722 sf)
2-BR: 23% (1,038 sf)
3-BR: 5% (1,275 sf)
Avg. Unit Size: 792 sf

Parking:
Topgolf: 98 sp
Residential: 711 sp
Commercial: 46 sp
Total Req'd: 855 sp
769 sp*

**Utilizes 10% mixed-use reduction.*

Type III Wrap
Site Area: 4.87 ac
Density: 70 du/ac

Open Space Area: 45,300 sf
Commercial Area: 13,720 sf
Residential Area: 378,000 sf
Building Height: 5 & 6 stories
Residential Parking: 1.83 sp/du



SITE SUMMARY

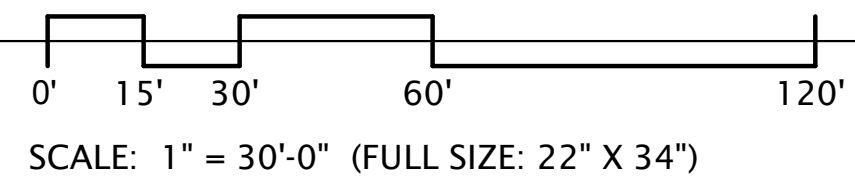
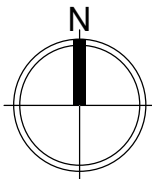
Residential: 341 du
Studio: 22% (600 sf)
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2-BR: 23% (1,038 sf)
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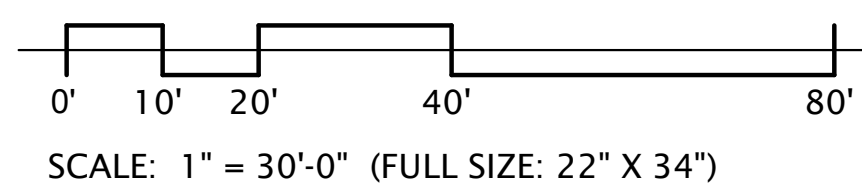
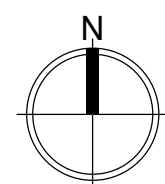
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LEVEL 3 PLAN



SITE SUMMARY

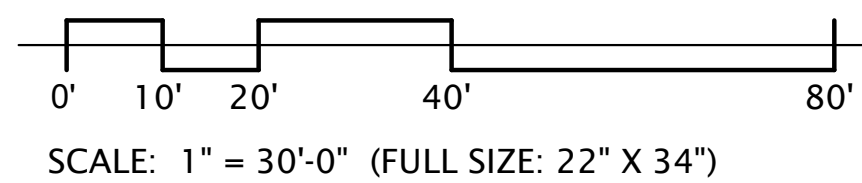
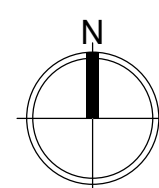
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Residential: 711 sp
Commercial: 46 sp
Total Req'd: 855 sp
769 sp*
**Utilizes 10% mixed-use reduction.*

Type III Wrap
Site Area: 4.87 ac
Density: 70 du/ac

Open Space Area: 45,300 sf
Commercial Area: 13,720 sf
Residential Area: 378,000 sf
Building Height: 5 & 6 stories
Residential Parking: 1.83 sp/du

LEVEL 4 PLAN



SITE SUMMARY

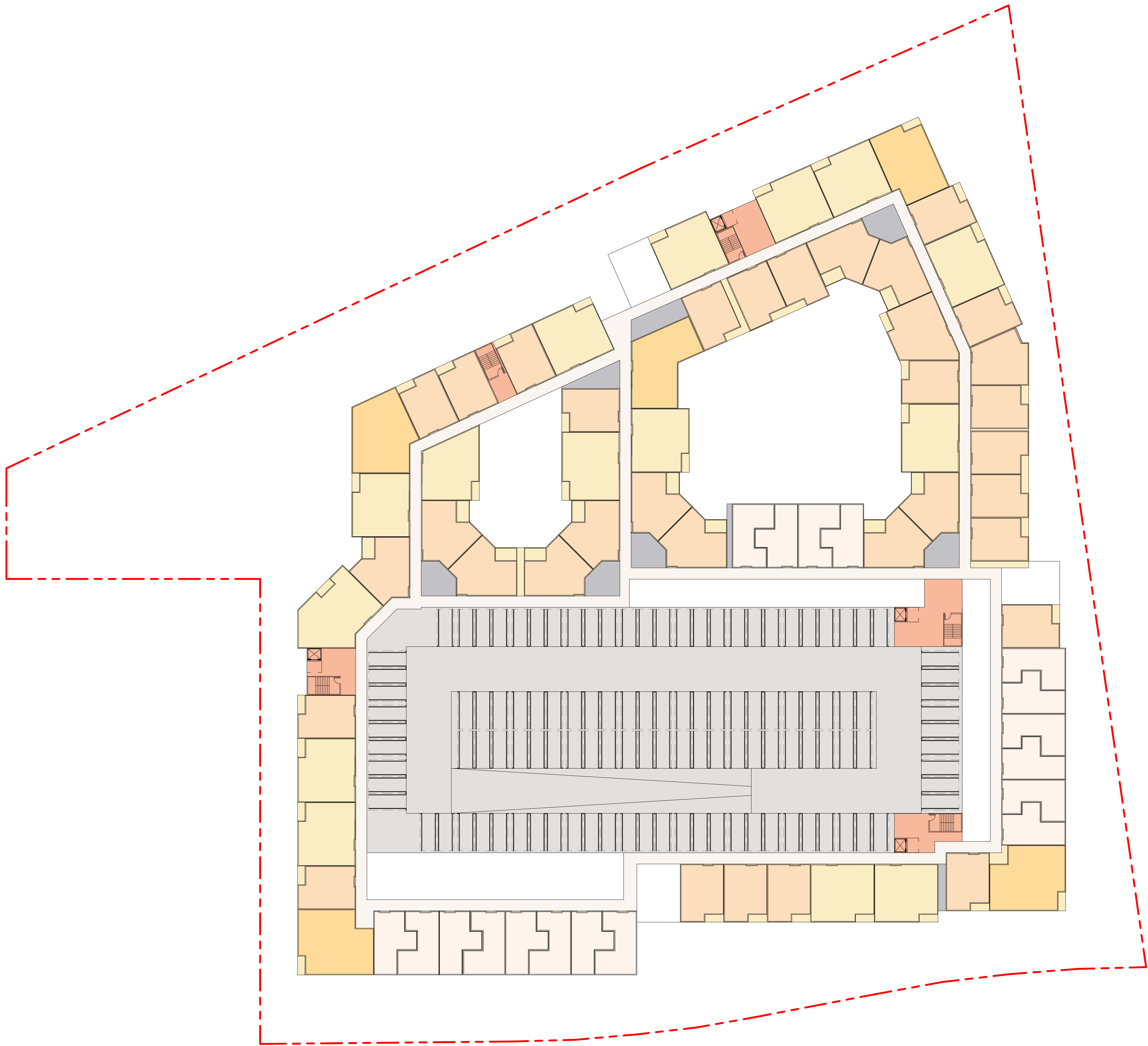
Residential: 341 du
Studio: 22% (600 sf)
1-BR: 50% (722 sf)
2-BR: 23% (1,038 sf)
3-BR: 5% (1,275 sf)
Avg. Unit Size: 792 sf

Parking:
Topgolf: 98 sp
Residential: 711 sp
Commercial: 46 sp
Total Req'd: 855 sp
769 sp*

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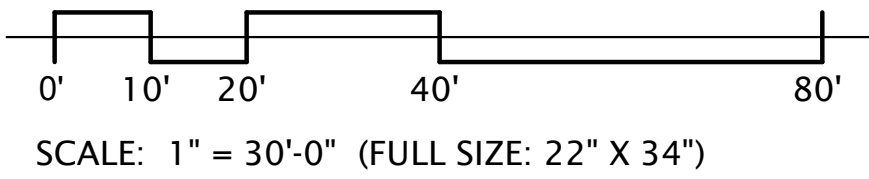
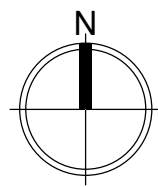
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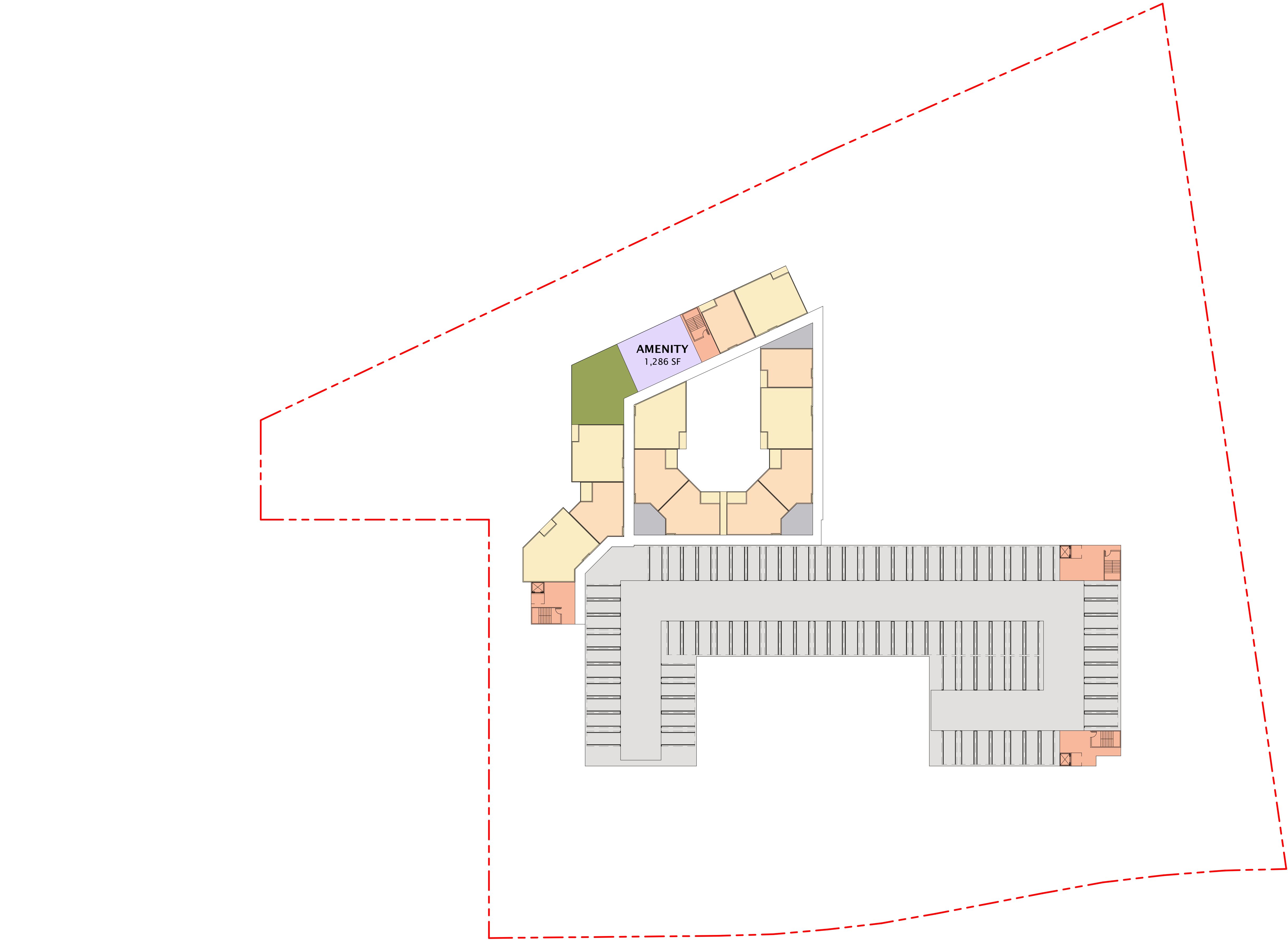
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