NOTICE OF A VINEYARD
CITY COUNCIL MEETING
January 26, 2022 at 6:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, January 26, 2022 at 6:00 p.m. at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our live stream page.

AGENDA

1. **CALL TO ORDER AND ELECTION OF A 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 elected mayor pro tempore.

2. **INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE – *to be announced.***

3. **WORK SESSION**
   No items were submitted.

REGULAR SESSION

4. **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.

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

6. **STAFF, COMMISSION, AND COMMITTEE REPORTS** *(3 minutes each)*
   6.1. Interim City Manager George Reid
   6.2. Planning Commission Chair Jeff Knighton

7. CONSENT ITEMS

7.1. Approval of the January 12, 2022 City Council Minutes
7.2. Approval of a Special Event Permit for Layne Thomason

8. APPOINTMENTS

No names were submitted.

9. PRESENTATIONS/RECOGNITIONS/AWARDS

No items were submitted.

10. BUSINESS ITEMS

10.1 DISCUSSION AND ACTION – City Administration (Resolution 2022-01)

In accordance with the Vineyard Municipal Code 2.08.010 (c) the mayor and City Council will appoint a new city manager, who shall be appointed on the basis of experience, and administrative and executive abilities and qualifications". This appointment will be done by resolution.

10.2 DISCUSSION AND ACTION – Holdaway Farms Development (Ordinances 2022-01, 02, and 03)

(A public hearing was held on this item during the December 8, 2021 City Council meeting.) (This item was continued from the January 12, 2022 City Council meeting)
Community Development Director Morgan Brim will present a General Plan Land Use Map Amendment (Ordinance 2022-01), Zoning Text Amendment (Ordinance 2022-02), Zoning Map Amendment (Ordinance 2022-03), 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.

11 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;

12 ADJOURNMENT

The next meeting is on Wednesday, February 9, 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: January 25, 2022

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
January 12, 2022 at 6:00 PM

Present	Absent
Mayor Julie Fullmer	
Councilmember Tyce Flake	
Councilmember Amber Rasmussen	
Councilmember Mardi Sifuentes	
Councilmember Cristy Welsh	

Staff Present: Interim City Manager George Reid, City Attorney Jayme Blakesley, City Engineer Naseem Ghandour, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Public Works Director Chris Wilson, Community Development Director Morgan Brim, City Planner Briam Amaya Perez, Finance Director David Mortensen, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady, Planning Commissioners Tim Blackburn, and Christopher Bramwell

Others Speaking: Bronson Tatton with Anderson Gevena; Jeff Speck with Jeff Speck LLC; Residents Stuart Lewis, Aubrey Bills, Christopher Bramwel; Ryan Hales with Hales Engineering;

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

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

2. WORK SESSION

2.1 Vineyard Connector - Pedestrian Bridge

City Engineer Naseem Ghandour will lead a discussion about the pedestrian bridge's alignment, wall design, and use. There will be no action taken at this time.

Mr. Ghandour explained that this was a two-lane roadway project expanding the Vineyard Connector to 1600 North with a pedestrian crossing. He reviewed the Utah Department of Transportation's (UDOT) schedule and the direction given by the council at a November work session. He then presented updates to the roadway layout and the pedestrian bridge. He turned the time over to Bronson Tatton with Flagship Homes/Anderson Geneva.

Councilmember Sifuentes asked why they decided to go with a two-lane road. Mayor Fullmer explained that it was a state decision, and to get the funding, they had to reduce the project.

DRAFT

Mr. Tatton reviewed their suggested layout of the road alignment and the bridge. The bridge would be a two-lane road with the bike and pedestrian lanes, with minimal landscaping along the edges.

Jeff Speck with Jeff Speck LLC reviewed the layout of the Downtown Vineyard development and the Vineyard Connector expansion. He expressed concerns about the Connector separating the development. He reviewed the different connections over the Connector and explained the need for a road going over the Connector to the lakefront.

Mayor Fullmer called for questions from the council. She asked Mr. Ghandour what direction he was looking for from the council. He said that he was looking for guidance on what type of crossings they wanted to see. Mayor Fullmer asked Mr. Speck if it mattered where the greenspace was located. Mr. Speck replied that the ideal plan was to have a sociable greenspace near the crossing. He felt that if they could not landscape it, it would have to be a paved plaza and it would be rarely used. Mr. Ghandour noted that the landscaping would be up to the council and would depend on water use. Mr. Speck gave an example from the Georgia Institute of Technology (Georgia Tech). There was a discussion about the options for the bridge.

Mr. Tatton reviewed the recommended grade change and design. There was a discussion about adding amenities and how to grade the slope. Mayor Fullmer stated that she favored a two-way road, keeping it slow and pedestrian-friendly.

Councilmember Welsh felt that the plan made sense. She liked having the green space on one side and favored bike and pedestrian lanes and wanted to see the extra forty-foot width now. Mayor Fullmer wanted to see concept drawings of the total span. Councilmember Welsh expressed concern with the cost of redesigning the roads on the west side and how they would fund them. There was a discussion about greenspace.

Councilmember Flake agreed that they needed to have the road. He felt that adding greenery would be difficult and expressed concern with the width of the pedestrian section. He wanted to see more concept drawings. There was a discussion about the bike and pedestrian lanes.

Councilmember Rasmussen felt they needed the road but would like to see more designs.

Councilmember Sifuentes agreed with the road.

Mr. Ghandour stated that he would bring back additional designs for review.

2.2 <u>Tuition Reimbursement</u>

Interim City Manager George Reid will a lead discussion on funding for tuition reimbursement.

Mr. Reid explained that the tuition reimbursement program the council adopted in August of 2021 had been unfunded, and the budget adjustment was scheduled for the next council meeting. He reviewed the program and mentioned that seven employees were currently pursuing additional education. The amount in the budget amendment was $7,500 for the remainder of this fiscal year, and next year it would rise to $14,000.

DRAFT

Council was in support of the project.

There was a discussion about how the reimbursement would work.

REGULAR SESSION

3. PUBLIC COMMENTS

Mayor Fullmer opened the public comments session.

Stuart Lewis, living in the Parkside subdivision, felt that the city did not need additional affordable housing and expressed concerns with the density of the Holdaway Farms Development.

Aubrey Bills, living in the Elms subdivision, expressed concerns with traffic mitigation, on-street parking, taking the property owned by the Church of Jesus Christ of Latter-day Saints out of the rezoning, and the phasing plan for the parks. She also expressed concern with the road connections into her neighborhood. There was a discussion about the Main Street connection to the Lakes at Sleepy Ridge subdivision.

Mayor Fullmer called for further comments. Hearing none, she closed the public comments session.

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Mayor Fullmer reported on bills in the legislature that would affect local government. She then gave the city councilmembers their assignments.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1 Interim City Manager George Reid reported on projects starting in Vineyard such as the FrontRunner station, the Vineyard Connector extension, the rail spur removal, etc. He also mentioned that the legislative session would start next week.

5.2 Planning Commission Chair Bryce Brady had no new items to report.

6. CONSENT ITEMS

6.1 Approval of the December 1, 2021 City Council Special Session Minutes
6.2 Approval of the December 8, 2021 City Council Meeting Minutes
6.3 Approval of the December 30, 2021 City Council Special Session Minutes

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER WELSH MOVED TO APPROVE THE CONSENT ITEMS. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

DRAFT

7. APPOINTMENTS

7.1 Vineyard Planning Commission…….....3

With the advice and consent of the City Council, Mayor Fullmer will appoint Christopher Bramwell as a sitting Planning Commissioner and Marcus Jessop and Kristal Price as alternate Planning Commissioners. Their four-year term begins January 2022.

Mayor Fullmer explained the selection process. She said that she would like to appoint Christopher Bramwell as a seated member for a four-year term. Alternate members would be Marcus Jessop, who would be filling the remainder of Amber Rasmussen's term, and Kristal Price, who would be filling the remainder of Jessica Welch's term. Christopher Bramwell introduced himself.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE THE MAYOR'S APPOINTMENTS TO THE PLANNING COMMISSION AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

7.2 Vineyard Youth Council Co-Advisor……...……...1

With the advice and consent of the council, Mayor Fullmer will appoint Katelyn Jensen and Kristal Price as co-advisors for the Vineyard Youth Council.

Mayor Fullmer explained the appointment of Katelyn Jensen and Kristal Price as co-advisors for the Vineyard Youth Council.

Motion: COUNCILMEMBER WELSH MOVED TO APPROVE THE MAYOR'S APPOINTMENTS OF THE VINEYARD YOUTH COUNCIL CO-ADVISORS AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

7.3 Vineyard Bicycle Commission…….....1

With the advice and consent of the City Council, Mayor Fullmer will appoint Martina Huntington to the Vineyard Bicycle Commission. Her four-year term begins January 2022.

Mayor Fullmer explained the appointment of Martina Huntington.

Motion: COUNCILMEMBER WELSH MOVED TO APPROVE THE MAYOR'S APPOINTMENT TO THE BICYCLE COMMISSION AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

8. PRESENTATIONS/RECOGNITIONS/AWARDS

8.1 Finance Director David Mortensen will be recognized for completion of the Certified Government Financial Manager Certification.

Mr. Reid explained the certification and recognized Mr. Mortensen for his accomplishment.

DRAFT

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Holdaway Farms Development (Ordinances 2022-01, 02, and 03)

(A public hearing was held on this item during the December 8, 2021 City Council meeting.)

Community Development Director Morgan Brim will present a General Plan Land Use Map Amendment (Ordinance 2022-01), Zoning Text Amendment (Ordinance 2022-02), Zoning Map Amendment (Ordinance 2022-03), 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.

Mr. Brim reviewed the process. He mentioned that the applicant had updated the traffic impact analysis and that the parking permit program would be approved through the development agreement.

Ryan Bybee with Cadence Homes turned the time over to Ryan Hales with Hales Engineering. Mr. Hales presented the results of the traffic study and the parking requirements.

Mayor Fullmer called for questions or comments from the council.

Councilmember Welsh asked about the estate lots having two-and three-car garages. Mr. Bybee replied that the single-family homes would have three-car garages.

Councilmember Flake applauded the developers for the changes they had made. He felt that the roads were well planned, and that the architecture was delightful. He expressed concerns that this was the last single-family home development and thought it needed to be perfect. He felt that the development needed to be a broadly different community in the form of housing. He explained that there would only be up to seventy half-acre lots in the city and several multi-family units. He said that there was no other place in Vineyard for families to move up. He wanted to see an additional ten half-acre lots added to the development. He stated that he would prefer to continue the discussion and explore alternatives.

Councilmember Sifuentes stated that her views were similar to Councilmember Flake's and felt that Vineyard had done a good job of representing 5,000, 6,000, and 7,000 square foot lots and multi-family homes. She expressed concern about residents leaving Vineyard because they wanted to move up but could not get property. Mr. Bybee stated that this development was less dense than Councilmember Sifuentes had listed. She said that she did not like the alley-loaded homes and did not want to see lots smaller than a quarter acre.

Councilmember Rasmussen asked for a trail cut through a particular section of the development and that they reduce the retirement piece and add one-third and half-acre lots. She wanted four pickleball courts, animal rights for the larger lots, and the church property not rezoned. She added that she liked the alley-loaded homes.

Mayor Fullmer asked about increasing the parking stalls at the trailhead north of the development. Mr. Bybee explained where the parking was. Mayor Fullmer asked about reprograming the Eastside Park for a cemetery. Mr. Brim replied that they could add it to the development agreement. There was a discussion about the use of the parks.

DRAFT

Mayor Fullmer asked about where they would add ten additional half-acre lots. Mr. Bybee replied that the hard part was trying to achieve a balance. He said that they had compared this to other master plans approved in Vineyard. He said that putting in half-acre lots along the shoreline would close access to the lake and make it an exclusive neighborhood. He felt it would be a tricky balance. Mayor Fullmer said they could discuss the compromises now or sit down next week and work them out.

Mr. Bybee stated that this had been worked on for a year and was not their starting point. He felt that they had already cut down the density and needed to know how much more they needed to give up. There was a discussion about what the development should look like.

Mayor Fullmer stated that she was not sure they would reach an agreement tonight. She felt they should meet again this week and bring it back to the council.

Councilmember Welsh stated that she was prepared to make a motion.

Councilmember Rasmussen asked how many third-acre lots there were. Mr. Bybee replied that there were sixteen lots.

COUNCILMEMBER WELSH MOVED TO CONTINUE THE PROPOSED ORDINANCES AND THE HOLDAWAY FARMS NEIGHBORHOOD PLAN TO THE NEXT MEETING. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

10. CLOSED SESSION

Mayor Fullmer called for a motion to go into a closed session.

Motion: COUNCILMEMBER WELSH MOVED TO GO INTO A CLOSED SESSION IMMEDIATELY FOLLOWING THE REDEVELOPMENT AGENCY BOARD MEETING TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

11. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 8:16 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

DRAFT

Motion to Adjourn the Closed Session: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE CLOSED SESSION AT 9:53 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED BY CITY COUNCIL ON: _____

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

DRAFT

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 1/26/2022
Agenda Item: 7.2 Layne Thomason Special Event
Department: Admin
Presenter: Anna Nelson

Background/Discussion:

Layne Thompson has applied for a special event permit for an event at Gammon Park on April 16th from 10:00 AM to 11:00 AM with set up starting at 9:30 AM
They are anticipating 500 participants in attendance.

They would like to use Gammon Park field and pavilion for a client appreciation Easter Egg Hunt.

We are supportive of hosting events like this and have attempted to facilitate this as much as possible. We have met as staff to make sure that we provide this recommendation that will work for each of the staff members involved.

Potential Impacts:

- Youth recreation programs are not scheduled during this time
- All of the parking at the park would be utilities so the applicant is working with Franklin elementary to coordinate additional parking.
- The Vineyard City Easter Egg Hunt is on the same day at Grove Park at 9:00 AM but this event should not interfere because it starts at 10:00 AM

Recommendation:

We are recommending two conditions to the approval.

1. Parking plan

We are recommending that an adequate parking plan is required to ensure enough parking is provided for all participants. This would include approval from Franklin Elementary for use of their parking lot

2. Rental fee

We are recommending a field rental fee of $400 for up to 4 hours with a $300 refundable deposit. And a pavilion rental fee of 80.00 with an 80.00 deposit. For a total rental fee of $480.00 and a 380 refundable deposit. That amount is based off of the city fee schedule.

Sample Motion:
I move to approve the special events permit for Layne Thompson at Gammon Park April 16th. With the two conditions that have been recommended by staff.

Attachments:

See attached Special Event Applications and site plans

DocuSign Envelope ID: FD3F99EF-3DB8-42CB-9F3F-28DFE374CF5E

Special Event Permit Checklist

Who needs to obtain a Special Event Permit?

If you are organizing an event for a group of **fifty or more people** within the boundaries of Vineyard (see the attached Boundary Map page), then you will need a Special Events Permit. If you are planning a block party, you will not need a Special Event Permit. If you are planning a Block Party that will require a road closure, please submit a Block Party Courtesy Notice.

Complete applications must be submitted to the city **no later than thirty (30) days** prior to the event.

Please submit the following with the application:

- ☒ Detailed Event Site Plan. Must include street names, route or boundaries marked on map, placement of any barricades, road/sidewalk closures, fencing, inflatables, tables, vendor booths or portable toilets, etc.
- ☒ Parking Plan
- ☒ Crowd Control Plan
- ☒ Security/Safety Plan
- ☒ Communication Plan
- ☒ Trash collection plan
- ☒ A certificate of insurance evidencing general liability or general liability and umbrella insurance coverage for the applicant in the minimum amount of $1,000,000 per occurrence, and naming Vineyard as additional insured, in effect on the date of the event. (Please see the attached example insurance certificate.)
- ☒ Written authorization from the property owner for Events held on private property
- ☒ If the event has vendors:
  - a list of the vendors (see the attached Vendor Information sheet)
  - Temporary Sales Tax Number for Event and vendors. Forms available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303.
  - Utah County Health Department Permit for vendors selling food
- ☒ If alcoholic beverages will be available at the event, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)
- ☒ Special Event Permit Fee: $50 for events with 50-250 people, $75 for events with vendors, $100 for events with 250+ people. Events with 500+ people gathered for two or more hours will also require a Utah County Health Department Temporary Mass Gathering Permit. Please contact the Utah County Health Department Division of Environmental Health for more details at 801-851-7525.
- ☒ $200 refundable deposit if the event includes the use of a bounce house or inflatable play equipment.
- ☒ Additional fees may apply, based on Vineyard or Sheriff personnel that may be required for your event.

The authority to regulate special events within Vineyard is provided in Chapter 13-500, Articles 13-4 and 13-8 of the Vineyard Municipal Code. Copies of the Code are available online at www.vineyard.utah.gov.

DocuSign Envelope ID: FD3F99EF-3DB8-42CB-9F3F-28DFE374CF5E

Special Events Department
125 South Main St.
(801)226-1929
annan@vineyardutah.org

VINEYARD
STAY CONNECTED

FOR OFFICE USE ONLY
Application Received _____
Fee Paid _____

Special Event Permit Application

The following application must be submitted **30 days prior to the scheduled event**, and the permit must be obtained a minimum of one week prior to the event. This application DOES NOT constitute a valid Special Event Permit until approved by the City.

APPLICANT INFORMATION

Name of Applicant: Layne Thompson			Date of application: 1/12/2022 | 8:30 PM MST
Applying in behalf of (if other than self):			
Email address: layne.thompson@kw.com & jgcoordinating@gmail.com			
Mailing Address: 1951 N Crestwood Blvd.			
City: Pleasant Grove	State: UT	Zip Code: 84045	Phone: 801-592-6049
Name of Event: Layne Thompson Real Estate Egg Hunt			
Date of Event: 4/16/2022			

EVENT INFORMATION

Name of Event: Layne Thompson Real Estate Egg Hunt		
Date of Event: 4/16/2022		Number of people anticipated at event: 500
Setup: Yes	Start time: 9:30 am	End time: 10 am
Cleanup: Yes	Start time: 11 am	End time: 11:30 am

Type of Event

☐ Athletic ☒ Entertainment ☐ Other: _____

Brief Description of Event: This is a client appreciation event put on by Layne Thompson Real Estate Group. We will be holding a family Easter egg hunt. It will last under two hours. The purpose of the event is to show appreciation to our clients and their families. Start for event will be 10 am and end at 11 am.

Will Vineyard streets be used? ☐ Yes ☒ No Will streets need to be closed/blocked to traffic? ☐ Yes ☒ No

If any portion of a street is closed, the event organizer will need to provide barricades. As a consideration for this permit, the applicant agrees to:

1. Rent or secure barricades from a licensed barricade company.
2. Assume all liability of erection and maintenance of barricades.
3. Clean up the area upon termination of the permitted use.
4. Assume all liability for the applicant's use of the street during the specified period.
5. Ensure that barricades will be conspicuously displayed and lighted if the event takes place prior to dawn or after dusk.

DocuSign Envelope ID: FD3F99EF-3DB8-42CB-9F3F-28DFE374CF5E

Will you be using portable toilets? ☐ Yes ☒ No Have you made arrangements for trash disposal? ☒ Yes ☐ No

Will your event include the use of a Vineyard pavilion? ☒ Yes ☐ No If yes, a pavilion reservation is also required.

Will your event include the use of a bounce house or inflatable play equipment? ☐ Yes ☒ No

If yes, a refundable $200 deposit is required. Additional fees may be assessed after the event for any damages on city property due to bounce houses/inflatables.

Vendors/Food/Alcohol

Will there be vendors selling products or services? ☐ Yes ☒ No

If yes, we require the Temporary Sales Tax Numbers from the State of Utah Special Events Tax Division for all vendors. Please complete the attached Vendor Information sheet.

If vendors are selling food, submit a copy of their Utah County Health Department Permit.

If vendors are selling alcohol, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)

Law Enforcement/Security Services

Each special event permit application will be reviewed, and based on event type and number of attendees, the Utah County Sheriff's Department will determine the number of law enforcement personnel required for the event, if any.

We contract with the Utah County Sheriff's Department. If you are in need of any law enforcement services for your event, please contact them at (801)794-3970. See the attached Agreement for Supplemental Law Enforcement Services.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Applicant's Name (please print): Layne Thompson

Applicant's Signature: DocuSigned by: Layne Thompson 9989146290384DB... Date: 1/12/2022 | 8:30 PM MST

CITY APPROVAL

City Personnel for Event _____ Number of Hours ____ Fee Paid $ _____

Utah County Sheriff Personnel for Event _____ Number of Hours ____ Fee Paid $ _____

This application has been reviewed, including verification of required insurance and other information, and required fees have been paid.

_____ _____
Vineyard Public Works Department Date

_____ _____
Utah County Sheriff's Office Date

_____ _____
Vineyard Special Events Department Date

DocuSign Envelope ID: FD3F99EF-3DB8-42CB-9F3F-28DFE374CF5E

VINEYARD
STAY CONNECTED

Vendor Information

Please provide the following information for each vendor. Utah State Temporary Sales Tax Applications are available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303. Those selling food will also need to provide a copy of their Utah County Health Department Permit. Any vendors based in Vineyard will also need to have a Vineyard Business License. Once required documents are received and verified, we will issue each vendor a badge for use during the event.

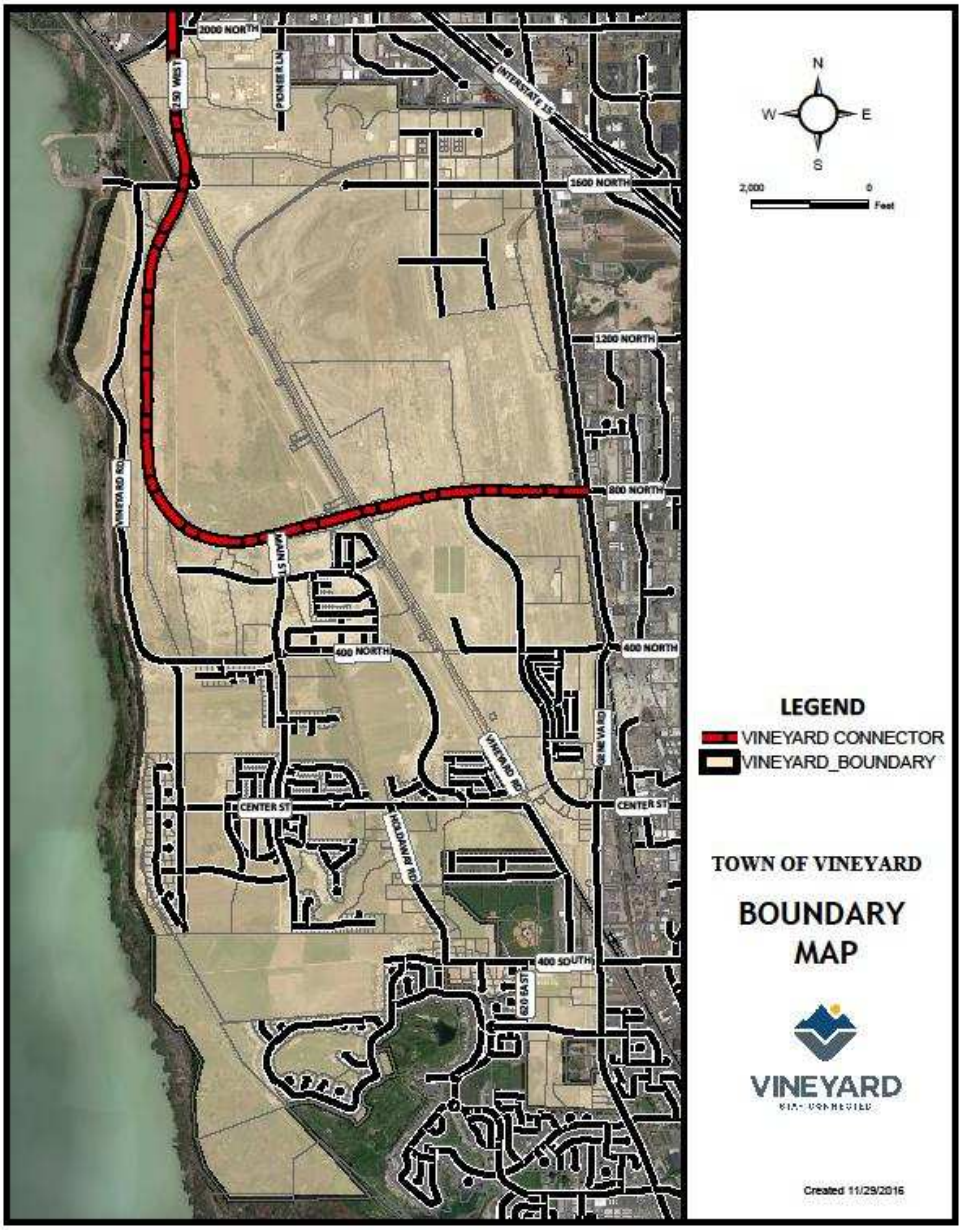
Vendor Name	Vendor Phone Number	Product or Service to be offered at Event	FOR OFFICE USE ONLY		
			Health Dept	State Temp Sales Tax #	Vineyard BL if applicable

DocuSign Envelope ID: FD3F99EF-3DB8-42CB-9F3F-28DFE374CF5E

What are the boundaries of Vineyard?

All areas within the shaded area in the map below are in Vineyard. For special events taking place on the shoreline or on Utah Lake, contact:

Sam Braegger, Outreach Coordinator
Utah Lake Commission
(801)851-2904
sbraegger@utahlakecommission.org



The authority to regulate special events within Vineyard is provided in Chapter 13-500, Articles 13-4 and 13-8 of the Vineyard Municipal Code. Copies of the Code are available online at www.vineyard.utah.gov.

DocuSign Envelope ID: FD3F99EF-3DB8-42CB-9F3F-28DFE374CF5E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Insurance Producer Name Address Phone number	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
Insured name or DBA with address	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	General Liability	X					PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Vineyard, Utah is listed as an additional insured with respect to (NAME OF INSURED) participation in:(NAME, DATE, AND LOCATION OF EVENT). Vineyard, Utah is Primary & Non-Contributory for ongoing & complete operations; a Waiver of Subrogation applies in favor of Vineyard, Utah. A 30-day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER	CANCELLATION
Vineyard 125 S. Main Street Vineyard UT 84058	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

- Detailed Event Site Plan. Must include street names, route or boundaries marked on map, placement of any barricades, road/sidewalk closures, fencing, inflatables, tables, vendor booths or portable toilets, etc. The area for the egg hunt will be clearly marked for all visitors. (see attached map)

- Parking Plan- visitors will use the marked parking at the park and at the adjacent school, Franklin Academy. Parking areas will be clearly marked with signs. Also, invitation will contain parking instructions.

- Crowd Control Plan- there will be helpers on site in special event shirts helping with crowd control, informing guests of walking paths, and event location.

- Security/Safety Plan- There will be event helpers around the border of the event space. There will be a First Aid kit on site. Visitors will receive a site map with their invitation.

- Communication Plan- All site helpers will be given each other's cell phone numbers for quick and easy communication. All helpers will have an event schedule as well.

- Trash collection plan- There will be trash cans available around the event site. All cans will be collected, and all trash disposed of after event.

E Water Ln
Vineyard Mountain Bike Park
50 N
Center St
Center St
Center St
Cen
Vineyard City Library
Vineyard Town Tennis Court
PARKING
S Holdaway Rd
PARKING
Franklin Discovery Academy
J. Rulon Gammon Vineyard Heritage Park
Event Area
S Holdaway Rd
S Holdaway Rd

RESOLUTION 2022-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VINEYARD, UTAH COUNTY, UTAH, APPOINTING EZRA NAIR AS CITY MANAGER OF THE CITY OF VINEYARD, APPROVING A CONTRACT BETWEEN THE CITY OF VINEYARD AND EZRA NAIR, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY.

WHEREAS, pursuant to Section 2.08.010, the council the governing body shall appoint the city manager, who shall be appointed on the basis of experience, and administrative and executive abilities and qualifications. The city manager may also be known as the chief administrative officer of the City;

WHEREAS, following the resignation of Jacob McHargue as City Manager, City Council initiated an extensive search process to find a qualified candidate for the position of City Manager;

WHEREAS, based on the results of the search, the City Council directed staff to pursue negotiations with Ezra Nair ("Mr. Nair") for appointment as City Manager; and,

WHEREAS, following such negotiations, a proposed Employment Agreement ("Contract") was drafted, reviewed, and agreed to by Mr. Nair and the City Council. A copy of the Contract is attached hereto as "Exhibit A" and incorporated herein by reference.

NOW, THEREFORE, be it resolved by the City Council of Vineyard, in the State of Utah, as follows:

Section 1. Appoint. The City Council hereby appoints Ezra Nair as City Manager, with a start date of February 9, 2022.

Section 2. Approval. The City Council of Vineyard City hereby approves the Contract and authorizes the Mayor to execute such contract with Mr. Nair.

Section 3. Severability Clause. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance; and all sections, parts, and provisions of this Ordinance shall be severable.

Section 4. Effective Date. This Resolution shall be in full force and effect from January 26, 2022, and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD CITY COUNCIL ON THIS 26th DAY OF JANUARY 2022.

Presiding Officer	Attest
Julie Fullmer, Mayor, Vineyard	Pamela Spencer, City Recorder

DRAFT

EMPLOYMENT AGREEMENT

THIS AGREEMENT of employment ("Agreement") is made and entered into by and between Vineyard City, a Utah municipal corporation, (hereinafter "City") and Ezra Nair, (hereinafter "Nair") each as signed below and collectively referred to as the Parties. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from the date last signed below, unless terminated by the City or Nair as provided in Section 9, 10, or 12 of this Agreement. Conditions precedent to this Agreement becoming effective are (i) approval of the Agreement by the Vineyard City Council; and (ii) execution of the Agreement by the Mayor of Vineyard City. It is expressly understood and agreed that Nair serves as an at-will employee of City and that subject to the provisions set forth herein, he may be terminated at any time by City with or without cause as more particularly provided herein. It is further acknowledged and understood that the position of City Manager is a full-time position, and that Nair is an "exempt" employee under applicable provisions of the Fair Labor Standards Act.

Section 2: Duties and Authority

City agrees to employ Nair as City Manager to perform the functions and duties of that position as specified in Vineyard City Code (Section 2.08.010), any job description of the City Manager and related employee policies and procedures and to perform other legally permissible and proper duties and functions as may be assigned by the governing body of the City. Nair shall be subject to the general direction of the governing body of City; for purposes of this Agreement "governing body" shall be construed to mean the Mayor and members of the City Council as described in *Utah Code Ann.* § 10-3b-101, *et seq.,* as amended, and in Section 2.02.010, *et seq.*, as amended, of Vineyard City Code.

Section 3: Compensation and Residency

A. Base Salary: City agrees to pay Nair an annual base salary of $108,000. Nair's salary will be payable in installments as are paid to other full-time employees of the City.

B. Six (6) months after the effective date of this Agreement, Nair shall receive a 3% increase to his annual base salary.

C. Thereafter, Nair shall have an annual review performed by the Mayor and the City Council similar to the annual review performed by each employee's supervisor. Based on the annual performance evaluation by the Mayor and/or City Council, consideration shall be given for a merit-based compensation. Merit-based changes in Nair's compensation shall not require an

amendment to this Agreement but must be approved by City at a duly noticed meeting of the City Council.

D. City agrees that Nair will receive the same cost-of-living adjustment to annual salary, if any, granted to other full-time employees of the City.

E. Nothing herein shall be deemed to alter such right of the City to unilaterally alter, amend, except or revoke any policy, practice, procedure, or benefit provided to employees of the City, including Nair, or to amend or alter the City's compensation plan. With respect to Nair, any such change shall be subject to the provisions of Sections 9 and 11, below.

F. City requires that Nair maintain primary residency that allows a response time of thirty (30) minutes or less to City Hall under normal circumstances.

Section 4: Health, Disability and Life Insurance Benefits

A. City agrees to provide to Nair and any dependents the same health, hospitalization, surgical, vision, dental, medical and disability insurance upon the same terms provided to all other full-time employees of Vineyard City.

B. City shall provide term life insurance upon the same terms provided to all other full-time employees of Vineyard City. Nair shall designate the beneficiary(ies) of the life insurance policy(ies).

Section 5: Vacation and Sick Leave

A. The City agrees to provide Nair with the same vacation, sick leave, long-term disability, and other leave benefits upon the same terms provided to all other full-time employees of Vineyard City.

B. Nair's vacation and sick leave accrual shall be set at one week of vacation and two weeks of sick leave, with accrual of vacation leave set at one to ten-year accrual rate of 8 hours per month.

C. In the event this Agreement is terminated, Nair shall be compensated for all accrued vacation time, up to a 240-hour cap, as described in the Vineyard City Employee Policy Manual.

Section 6: Automobile – Motor Vehicle Stipend

The City shall provide Nair with a motor vehicle stipend of three-hundred dollars ($300.00) per month during the term of this Agreement. This stipend shall be in addition to other salary and benefits provided herein. The City and Nair understand significant driving for site visits, handling citizen complaints, and other coordination meetings is necessary for the performance of the job of City Manager. The City's sole obligation regarding any vehicle chosen by Nair shall be the allowance set forth herein. All costs for repairs, maintenance, insurance, and gas shall be the responsibility of Nair.

DRAFT

Section 7: Retirement

The City shall make retirement contributions to the Utah Retirement System ("URS") on Nair's behalf. Such contribution shall be at the same percentage and intervals as the City provides to its other employees.

In addition to the amount the City shall contribute to URS, the City shall contribute an amount equal to 6.2% of Nair's base salary to a 401k retirement account. In accordance with federal and state law, this contribution shall be in lieu of contributing the same percentage to social security.

Section 8: General Business Expenses

A. City shall budget for and pay professional dues and subscriptions of Nair necessary for continuation and full participation in national, regional, state, and local associations, and organizations determined by the Mayor to be necessary and desirable for Nair's continued professional participation, growth, and advancement, and for the benefit of the City.

B. The City shall budget for and pay travel and subsistence expenses of Nair for professional and official travel, meetings, and occasions to adequately continue Nair's professional development and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the meetings and training conferences of the Utah City/County Management Association, the Utah League of Cities and Towns, and such other national, regional, state, and local governmental groups and committees approved by the Mayor in which Nair serves or joins as a member.

C. The City also shall budget for and pay travel and subsistence expenses of Nair for short courses, institutes, and seminars that are necessary, as determined by the Mayor, for Nair's professional development and for the benefit of the City.

D. The City recognizes that certain expenses of a non-personal but job-related nature will regularly be incurred by Nair; and City shall reimburse or pay said general expenses. Such expenses may include meals where City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

E. The City will provide Nair a cellular telephone allowance at the rate and upon the terms provided to other employees (currently fifty dollars ($50.00) per month). Use of the cellular telephone is subject to the rules and regulations of the City.

Section 9: Termination Without Cause

A. Termination of Nair without cause shall occur when:

1. The parties mutually agree to terminate this Agreement.

DRAFT

2. For reasons other than those described in Section 10, a majority of the city council votes to terminate this Agreement at a duly authorized public meeting.

3. If the City, citizens, or legislature acts to amend any provisions of the enabling legislation pertaining to the role, powers, duties, authority, and responsibilities of Nair's position that substantially changes the form of government, Nair may elect to declare that such amendments constitute a termination.

4. If the City reduces the base salary, compensation, or any other financial benefit of the Nair in a greater percentage than the average reduction of all department heads, Nair may elect to declare that such action constitutes a termination.

5. If the City fails to cure a material breach of any of the provisions of this Agreement after having been provided with written notice of such in accordance with the provisions of Section 19.

6. If Nair is terminated without cause by the City during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time Nair is willing and able to perform his duties under this Agreement, then Nair shall be entitled to the severance benefits described in paragraph 11, below.

Section 10: Termination for Cause

If the Nair either resigns in lieu of termination of this Agreement or is terminated for cause, Nair shall not be entitled to receive severance pay under Section 11. For purposes of this Agreement, "cause" shall be defined as follows: (i) conduct which, if criminally charged, would be a Class B misdemeanor or higher; (ii) conduct which is a violation of the Utah Municipal Officers and Employees Ethics Act; (iii) conduct that violates the provisions of the City's personnel policies and procedures; (iv) documented refusal or failure to perform the duties of his position; or (v) any other conduct a reasonable person would find unethical or dishonest.

Section 11: Severance

Severance shall be paid to Nair when his employment is terminated as defined in Section 9. If Nair is terminated under any circumstance described in Section 9, the City shall provide a lump sum severance payment equal to six (6) months': (i) salary at Nair's current rate of pay; (ii) medical premiums at the then current rate; and (iii) dental premiums at the then current rate. If Nair is terminated within his first six (6) months of employment, then the lump sum severance shall not equal six (6) months' salary, medical, and dental, but shall instead be one (1) months' salary, medical, and dental payment for each full month worked. If Nair is terminated after working for more than one year, then Nair shall receive an additional month of severance pay for each year of service up to a maximum of twelve (12) months. The calculation of monthly severance pay shall not include amounts for medical and dental premiums. In return for severance pay, Nair shall be available for consultation and assistance for such time as may be needed by the new City Manager or other appointee of the City Council.

DRAFT

Section 12: Resignation

If Nair voluntarily resigns his position with the City, Nair shall provide a minimum of 60 days' notice unless the parties agree otherwise. In the event of resignation, Nair foregoes any right to severance pay as provided herein but shall be paid accrued vacation leave at his current rate of pay.

Section 13: Confidentiality

Upon termination or resignation, the Nair shall not disclose or use trade secrets, proprietary business information, or confidential information obtained during or because of his employment relationship with the City.

Section 14: Location and Hours of Work

Nair shall maintain an office in the Vineyard City Hall or at such other location as the City may direct and shall spend such time in the performance of his duties as is necessary or may reasonably be required from time to time by City consistent with the discharge of his duties specified under this Agreement. The Parties acknowledge and agree the nature of the position of City Manager will regularly require evening work meetings and will occasionally require weekend, holiday, special event, and emergency response duties. Considering the foregoing, the City and Nair shall establish an appropriate work schedule under which Nair may be away from work duties in amounts of time approximately equal to the evening and other after-hours duties described herein.

Section 15: Outside Activities

The employment provided for by this Agreement shall be Nair's primary employment. The Parties acknowledge that due to his experience and expertise in local government operations and affairs, Nair may have opportunities for outside education, consulting, teaching or other work, any of which are likely to provide indirect benefits to the City and the community. Considering the foregoing, Nair is entitled to accept limited opportunities for education, teaching, consulting, or other business, provided that he notifies the City Council of such opportunities and that the Mayor or City Council decide that such opportunities shall not interfere with nor create a conflict of interest with his duties and responsibilities to the City.

Section 16: Indemnification

The City agrees to defend and indemnify Nair in any action brought against Nair arising out of an act or omission occurring during the performance of Nair's duties, within the scope of his employment, or under color of authority, in accordance with and subject to the provisions of the Governmental Immunity Act of Utah, *Utah Code Ann.* § 63G-7-101, et seq., as amended. This section is not intended to provide rights beyond those provided in state law and the Governmental Immunity Act of Utah.

DRAFT

Section 17: Bonding

City shall bear the full cost of any fidelity or other bonds required of Nair under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The City, only upon agreement with Nair, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Nair's duties hereunder, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Vineyard Code, or any other law. Any such amendments to this Agreement shall be in writing and approved by the City Council.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY: Vineyard City Mayor
Vineyard City
125 South Main Street
Vineyard, Utah 84059

(2) NAIR: Ezra Nair
447 East 320 North
Vineyard, Utah 84059

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or two (2) days after the date of deposit of such written notice with the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Nair relating to his employment by the City. Any prior discussions or representations by or between the parties are merged into this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Nair as well as their heirs, assigns, executors, personal representatives, and successors in interest. This Agreement is personal in nature and shall not be assigned by the parties.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have

DRAFT

been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

D. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than Nair and the City; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity not a party to this Agreement.

E. Waivers. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be construed as a continuing waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other Party from the performance of any of its other obligations under this Agreement. No waiver will be binding unless executed in writing by the Party making the waiver.

F. Construction. This Agreement will be interpreted and construed according to the laws of the State of Utah. Any litigation brought for claims that arise from this Agreement shall be commenced in the Fourth District Court located in Utah County, Utah. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party. Both Parties have participated in the drafting of this Agreement, and it shall not be construed against either Party because of authorship. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

[*Signature page follows*]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement individually or by and through their duly authorized representatives as of the day and year indicated below.

Date: _____ Date: _____

VINEYARD CITY CORPORATION EZRA NAIR

By: _____ _____
Julie Fullmer, Mayor Ezra Nair

Attest:

_____
Pamela Spencer, City Recorder

State of Utah)
: ss.
County of Utah)

On this_____ day of _____ 2022, before me personally appeared Ezra Nair, known to me to be the person who executed the Employment Agreement**,** and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

_____

DRAFT

Community Development

Date: January 26, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 10.2 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 Holdaway Farms (aka Clegg Farm)
Applicant: Cadence Homes and Goodboro Homes

OVERVIEW

The Holdaway Farms proposal seeks consideration of a residential development located on the property known as the 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 subdivisions to the north, Holdaway Road neighborhood and portions of The Lakes at Sleepy Ridge community to the east and south.

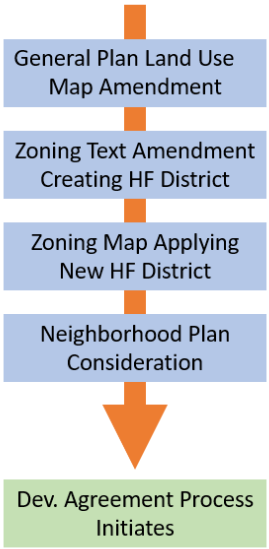
PROCESS

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 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 City Council may then consider the new HF District, zoning map amendment and lastly the Neighborhood Plan. The applicant has indicated upon approval by the city council, 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 public hearings before the Planning Commission and the City Council. The Planning Commission, following consideration of public comments and staff reviews, provided a recommendation to the City Council to not approve the applications as submitted. Planning Commission comments are provided further in the report. The City Council is authorized to make a final determination. The public notices for these applications provided meeting details as to the times, dates, locations, and general applicant requests. 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. Per the December 1, 2021, Planning Commission meeting, the Planning Commission prefers to have the SFD's designated as low density and the age-restricted, cottage homes as 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 primally 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 WELLMAINTAINED, 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 3.20 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 295 residential units: 168 traditional single-family homes (150 estate lots and 18 village lots) and 127 age restricted homes. The lots labeled as Estate and Village in the Neighborhood Plan range in size from 20,906 sf at the largest and 8,288 sf at the smallest. The lots labeled as Estate Lots have all been brought up to a minimum 10,000 sf size, while the new 18 Village Lots range from 8,288 sf to 9,441 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
    - Four (4) pickleball courts

- 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 THE DECEMBER 1, 2021, PLANNING COMMISSION MEETING REGARDINNG THIS PROJECT:

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 Knighten 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 the Planning Commissioners' Preferences Regarding the Project:

Chair Brady: Keep the 55+ houses, all SFD's should, on average, 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 brings 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.

SUMMARY OF COMMENTS FROM CITY COUNCIL MEETING ON JANUARY 12, 2022.

The project lost 3 total lots (295 is the new lot total down from 298); the project picked up 6 half acre lots and kept 14 third acre lots; all other estate lots are 10,000 SF or greater. The applicant attempted to retain as many third acre lots as possible. The applicant sought to balance unit count with the desires expressed by each council member. The applicant has identified areas throughout the project where lots could be combined. This is represented on the Character and Theme Plan (pg. 2 of Neighborhood Plan) by the shaded lots. In total, the Neighborhood Plan now presents four (4) different dwelling types:

1. Estate Lots
    a. 19,000+ SF (6)
    b. 13,000+ SF (14)
    c. 10,000+ SF (130)
2. Cottage (127)
3. Village (18)
4. Combination lots—shaded (potential to combine 26 Estate lots into 13 larger lots)

PROPOSED POTENTIAL MOTIONS:
If the City Council chooses to approve the applicant's proposal for Holdaway Farms, staff recommends the following motion:

"I move to approve the proposed Ordinances 2021-15, 16, & 17 and the Holdaway Farms Neighborhood Plan with the following conditions:"

1. Adequate parking shall be added to the Entrance Park.
2. Additional parking shall be added to accommodate site visitors and club house users.
3. An access plan shall be provided for approval by the City Engineer to eliminate possible traffic cut throughs from the Holdaway Farms Development into the Elms Neighborhood.
4. The phasing plan shall be updated to ensure park space and amenities are provided toward the beginning or middle stages of the development.
5. The phasing plan shall prioritize the installation of 400 South and Main Street within phase one of the development.
6. The Preliminary Transportation Network and Street Plan shall clarify the location and landscape details of the street median for trail crossings.
7. All plans within the Neighborhood Plan shall be consistent in terms of layout and lot number.
8. At minimum a three-car garage shall be provided for each estate lot.
9. Conditions 1-8 shall be established and detailed through the forthcoming Development Agreement.

ATTACHMENTS:
Proposed ordinances, neighborhood plan and application materials as of 01-24-2022.

ORDINANCE NO. 2022-01

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

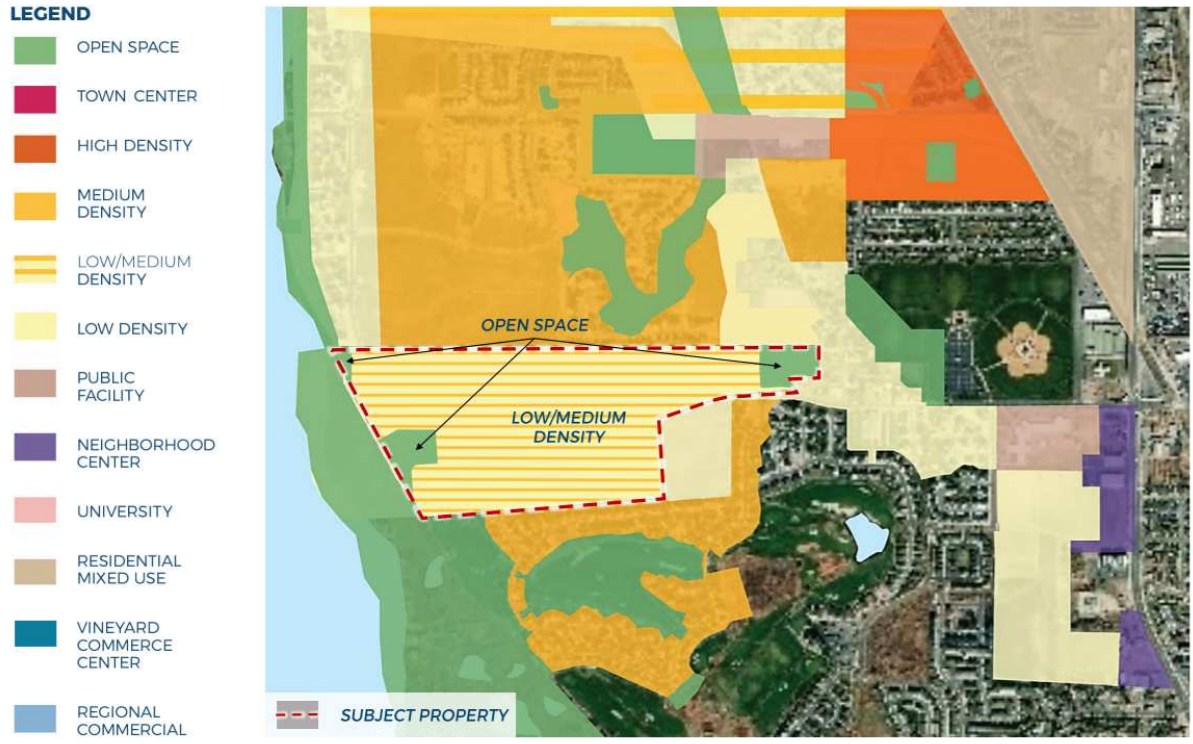
WHEREAS, the Planning Commission held a public hearing on November 3 & 17, 2021 and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and,

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 SERVERABILITY 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 _____ 2022.

_____
Julie Fullmer, Mayor

ATTEST:

_____
Pam Spencer, City Recorder

ORDINANCE NO. 2022-02

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 SERVERABILITY 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

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

ORDINANCE NO. 2022-03

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

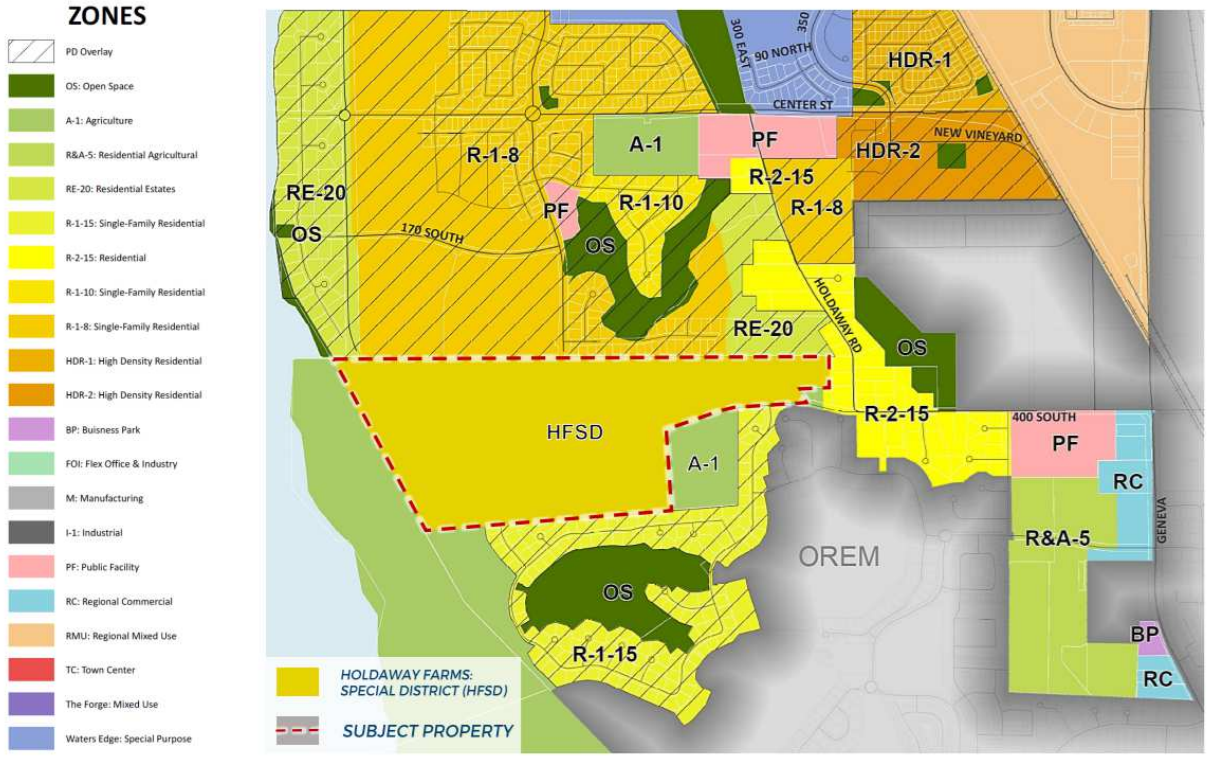
WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on December 8, 2021; and

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 SERVERABILITY 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 _____ 2022.

_____
Julie Fullmer, Mayor

ATTEST:

_____
Pam Spencer, City Recorder

Holdaway Farms Neighborhood Plan

Exhibit

VINEYARD

STAY CONNECTED

Holdaway Farms District
Neighborhood Plan: Application Exhibits

Submitted: October 1, 2021

REVISED: November 1, 2021

REVISED: November 15, 2021

REVISED: January 21, 2022

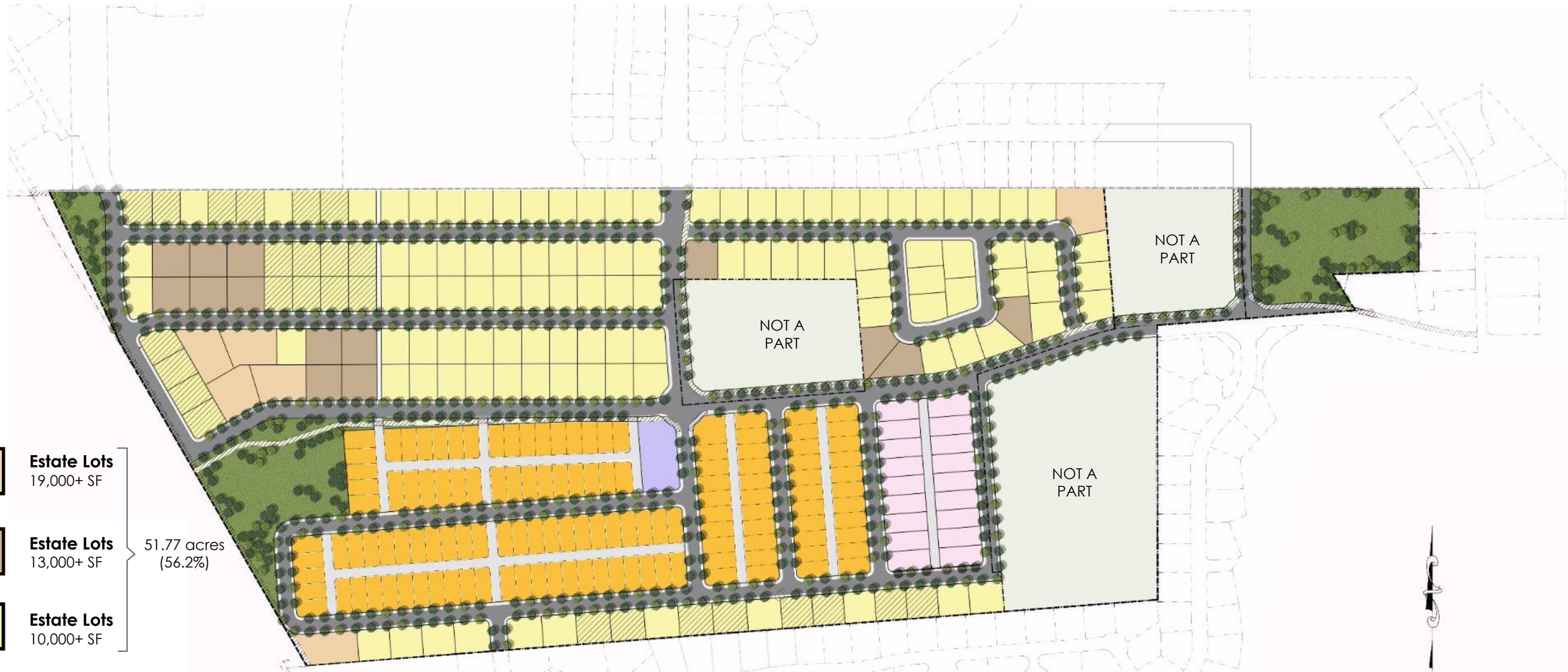
CADENCE HOMES

GOODBORO DEVELOPMENT

Re-submittal Date: 11-15-2021

CHARACTER AND THEME PLAN

HOLDAWAY FARMS NEIGHBORHOOD



Estate Lots
19,000+ SF

Estate Lots
13,000+ SF

Estate Lots
10,000+ SF

51.77 acres (56.2%)

Village Lots
5.13 acres (5.6%)

Cottage Lots
25.96 acres (28.2%)

Open Space Areas
9.28 acres (10.0%)

Total Project Area
92.14 acres (100%)

Description	Acres	Units	Units/Acre	%
Estate Lots	51.77	150	2.90	56.2%
Village Lots	5.13	18	3.51	5.6%
Cottage Lots	25.96	127	4.89	28.2%
Open Space	9.28	-	-	10.0%
Total	92.14	295	3.20	100.0%

Re-submittal Date: 11-15-2021

CHARACTER AND THEME PLAN: GENERAL ARCHITECTURE

ESTATE LOTS

Re-submittal Date: 11-15-2021

CHARACTER AND THEME PLAN: GENERAL ARCHITECTURE

COTTAGE LOTS

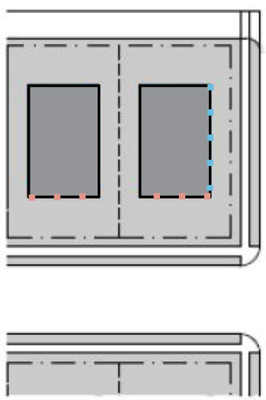
COTTAGE STREET ELEVATION

HOLDAWAY FARM
COTTAGE COLLECTION
VINEYARD ~ UTAH

Re-submittal Date: 11-15-2021

CHARACTER AND THEME PLAN: ARCHITECTURAL FRONTAGE PLAN

NOTE: This exhibit is provided solely to present the CHARACTER AND THEME PLAN: ARCHITECTURAL FRONTAGE PLAN for this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.



Primary Frontage (façade)

Secondary Frontage (elevation)

Re-submittal Date: 11-15-2021

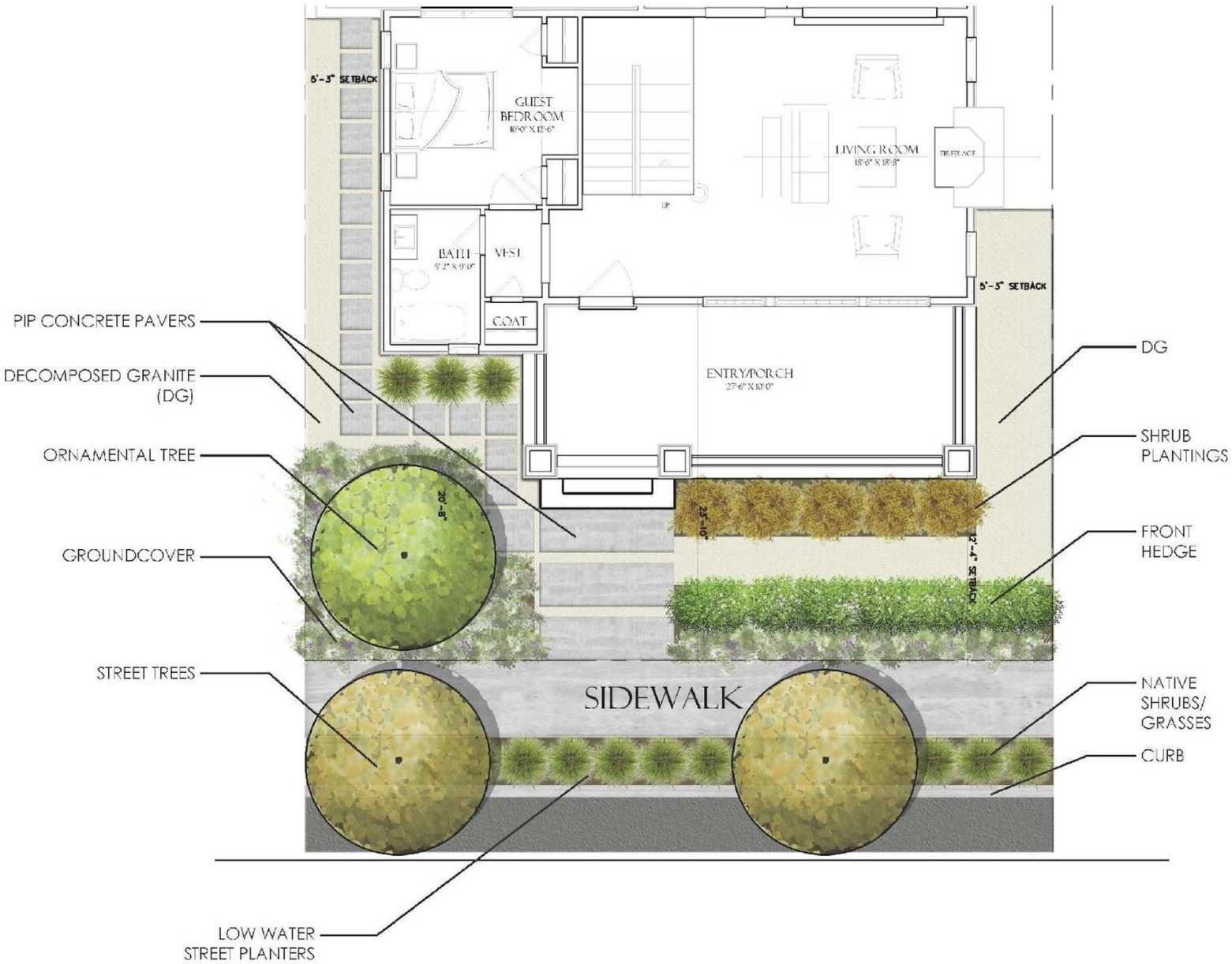
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

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



Re-submittal Date: 11-15-2021

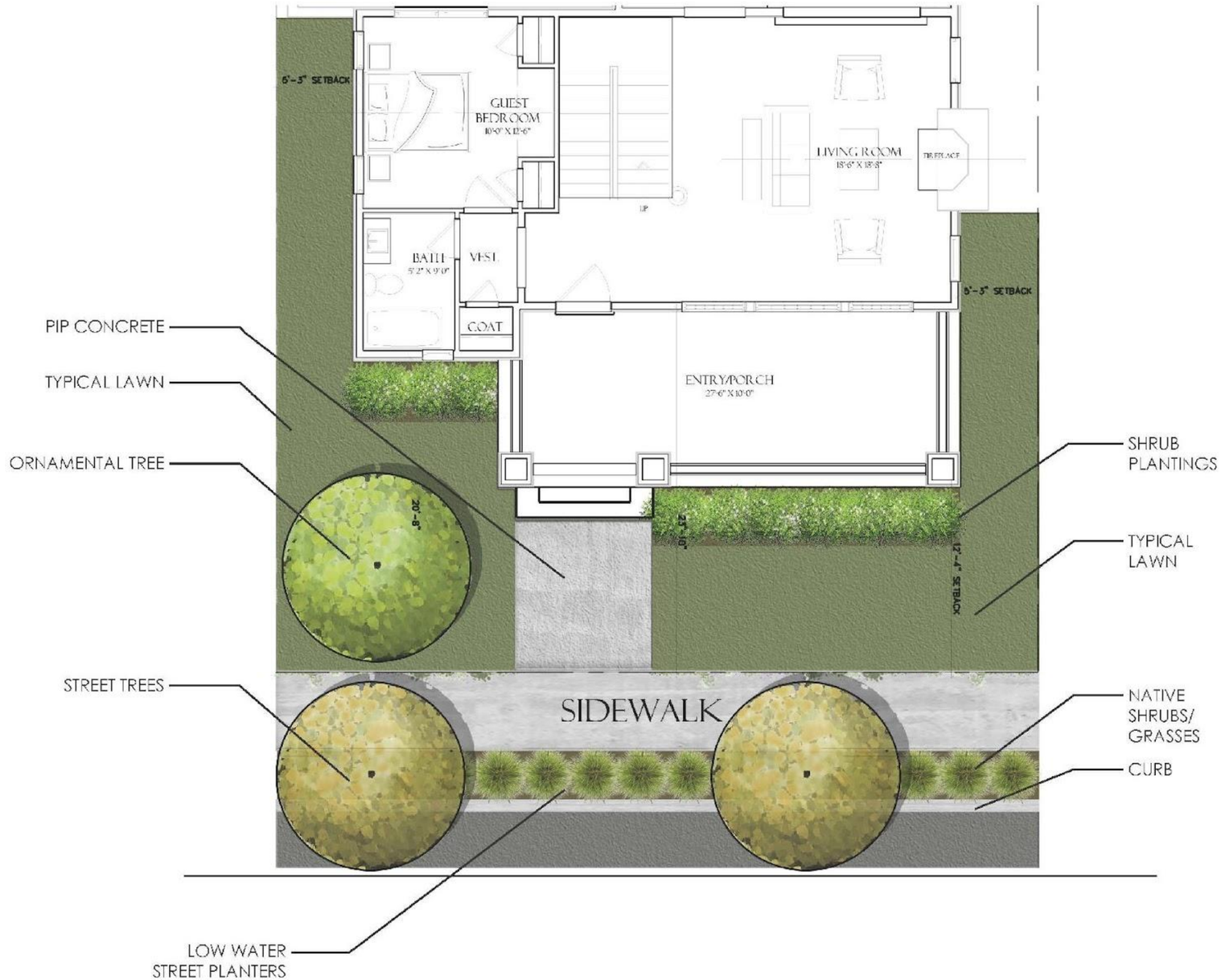
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

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



Re-submittal Date: 11-15-2021

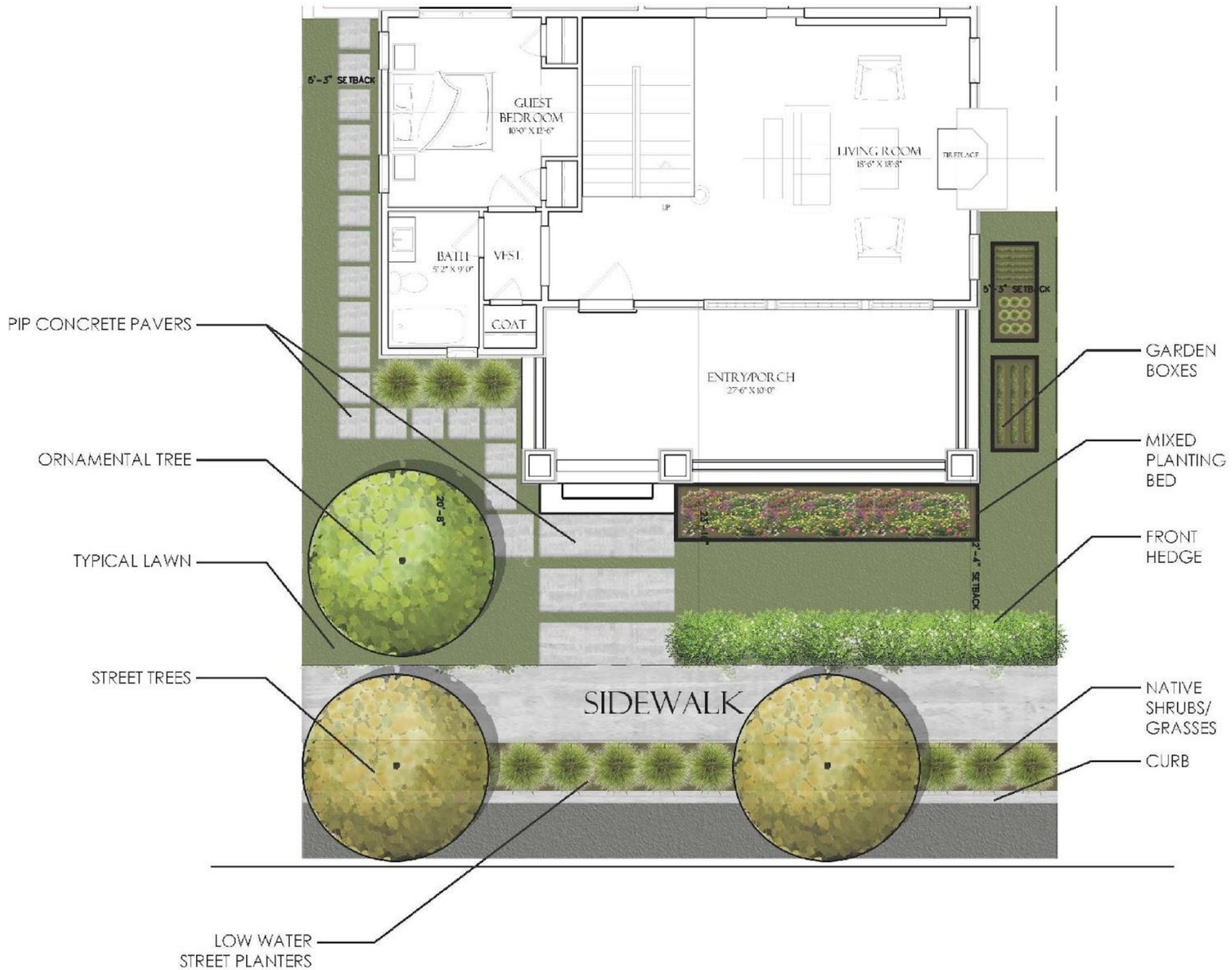
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

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

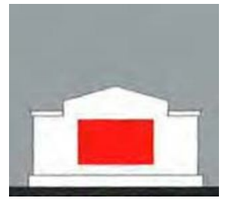


Re-submittal Date: 11-15-2021

CHARACTER AND THEME PLAN: COMMUNITY SIGNAGE

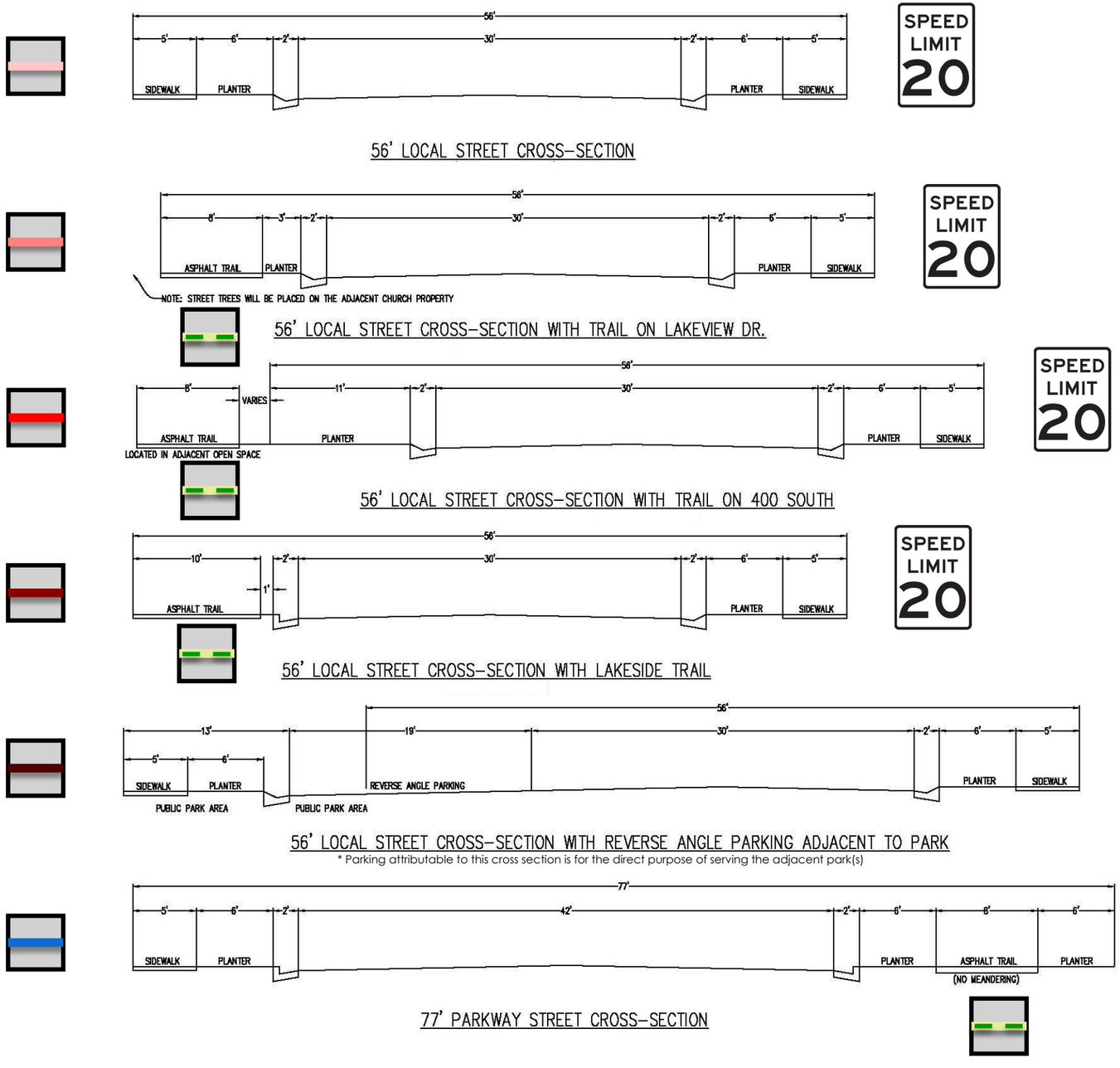
SIGNAGE TYPE	SPECIFICATIONS	
ADDRESS SIGN	Quantity	1 per address
	Area	2 sqft max
	Width	24 inch max
	Height	12 inch max
	Depth / Projection	3 inch max
	Clearance	4.5 ft min
	Apex	N/A
	Letter Height	6 inch max

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



Re-submittal Date: 11-15-2021

PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



LANE
LN-30-20

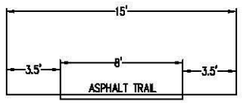
TYPE	Lane/Alley
MOVEMENT	Yield
DESIGN SPEED	15 MPH
R.O.W. WIDTH	30'
PAVEMENT WIDTH	20' (TBD)
TRAFFIC FLOW	2-way
NO. OF PARKING LANES	None
CURB TYPE	Flat
CURB RADIUS	5'
PLANTER WIDTH	5'
PLANTER TYPE	Continuous
PLANTING PATTERN	N/A
TREE TYPE	N/A
STREETLIGHT TYPE	TBD
STREETLIGHT SPACING	TBD
BIKEWAY TYPE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

Rear Lane

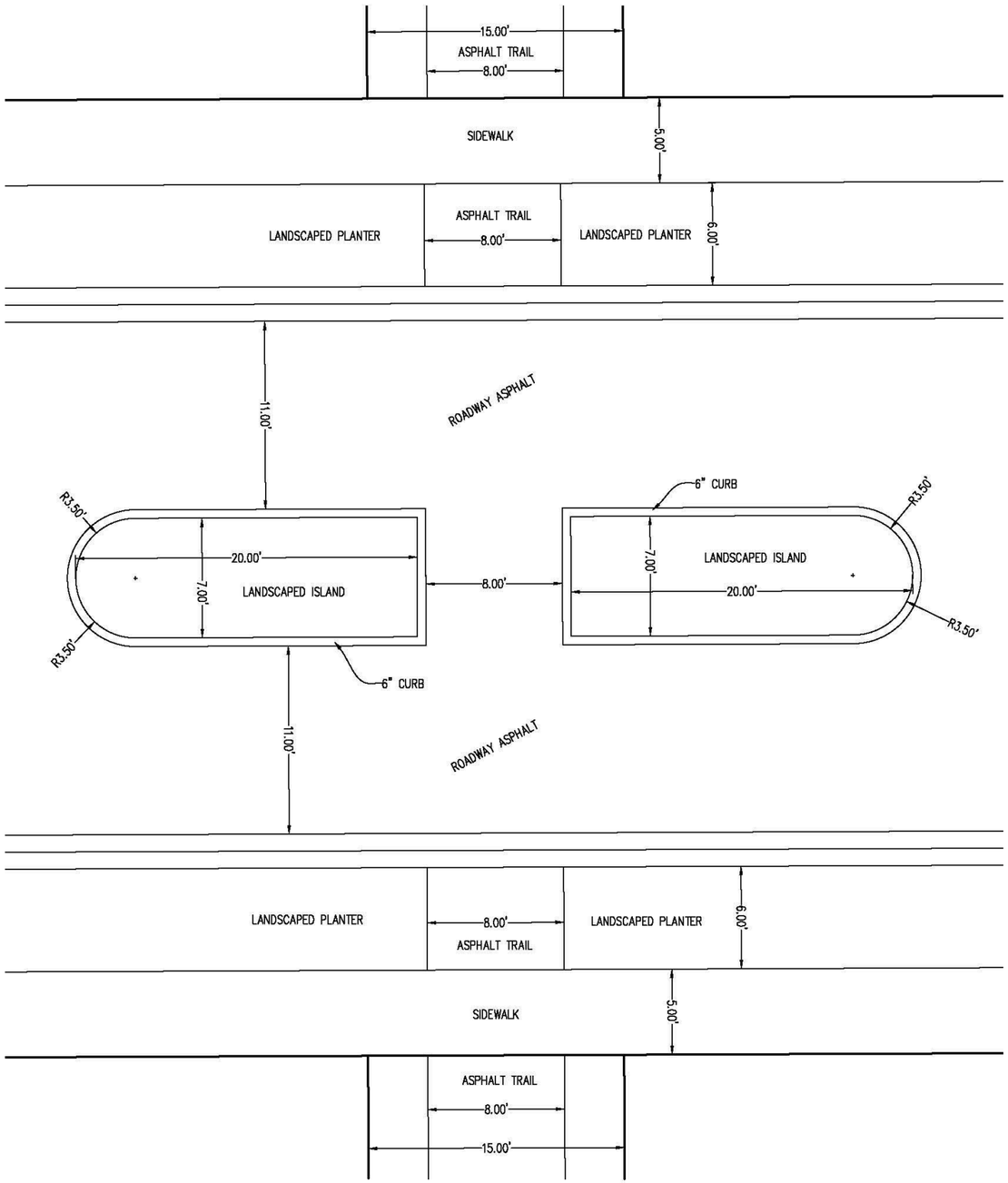
SPEED LIMIT 15

Re-submittal Date: 11-15-2021

PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



TRAIL CROSS-SECTION

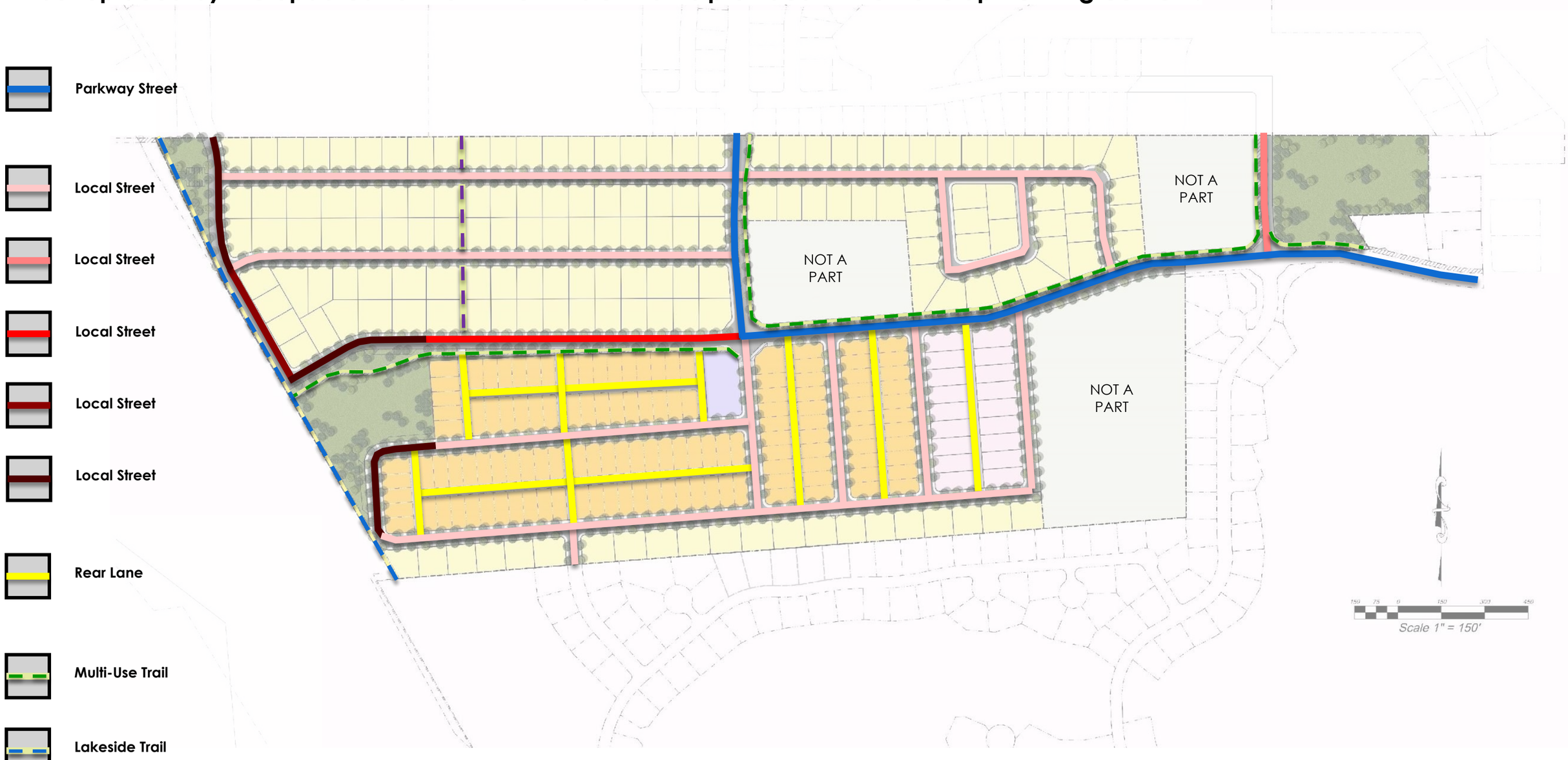


TRAIL CROSSING DETAIL

Re-submittal Date: 11-15-2021

PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

NOTE: This exhibit is provided solely to present the PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN for this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.



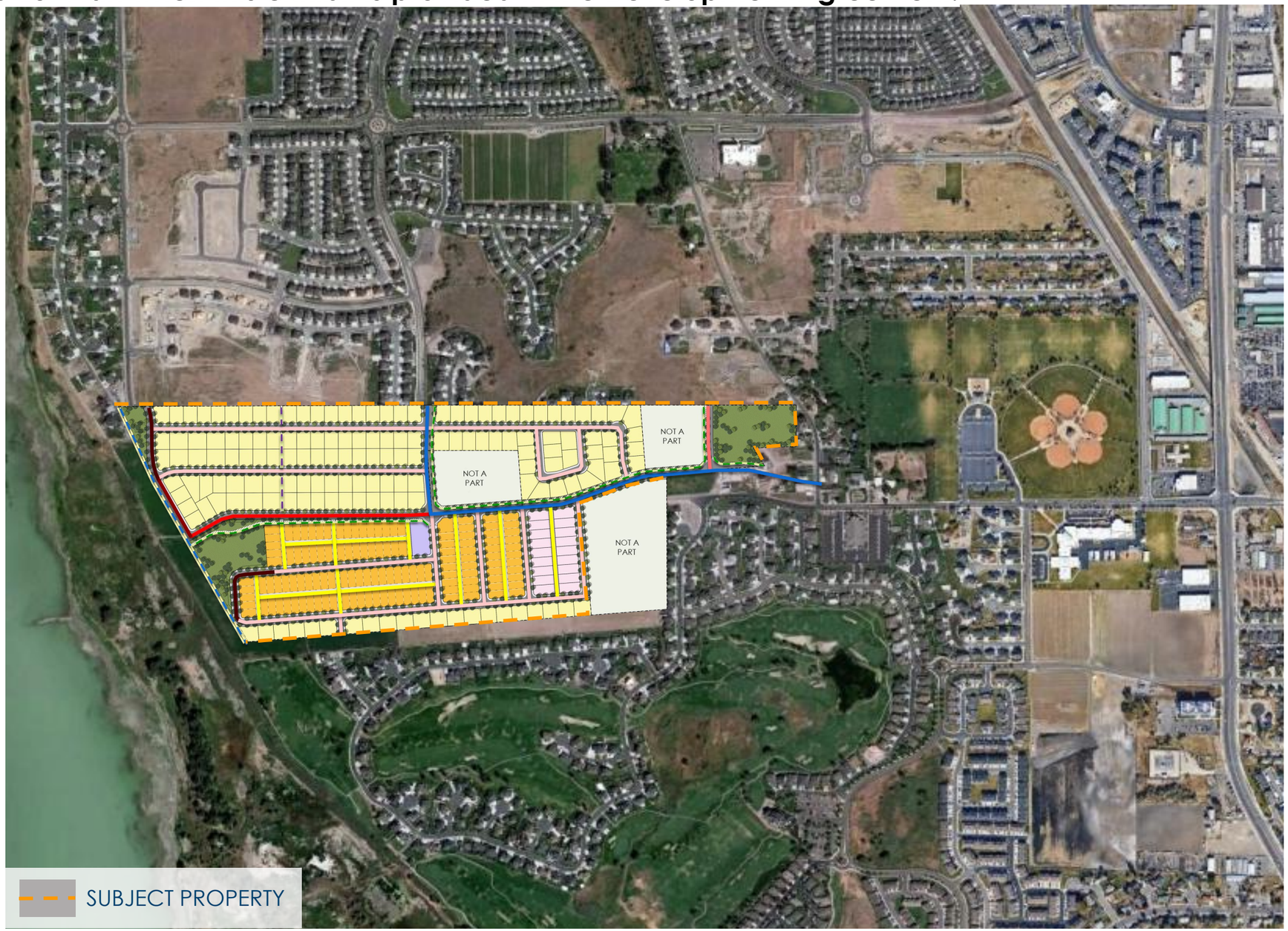
* On-street public parking is allowed on all streets except for Rear Lanes.

Re-submittal Date: 11-15-2021

PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

NOTE: This exhibit is provided solely to present the PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN for this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.

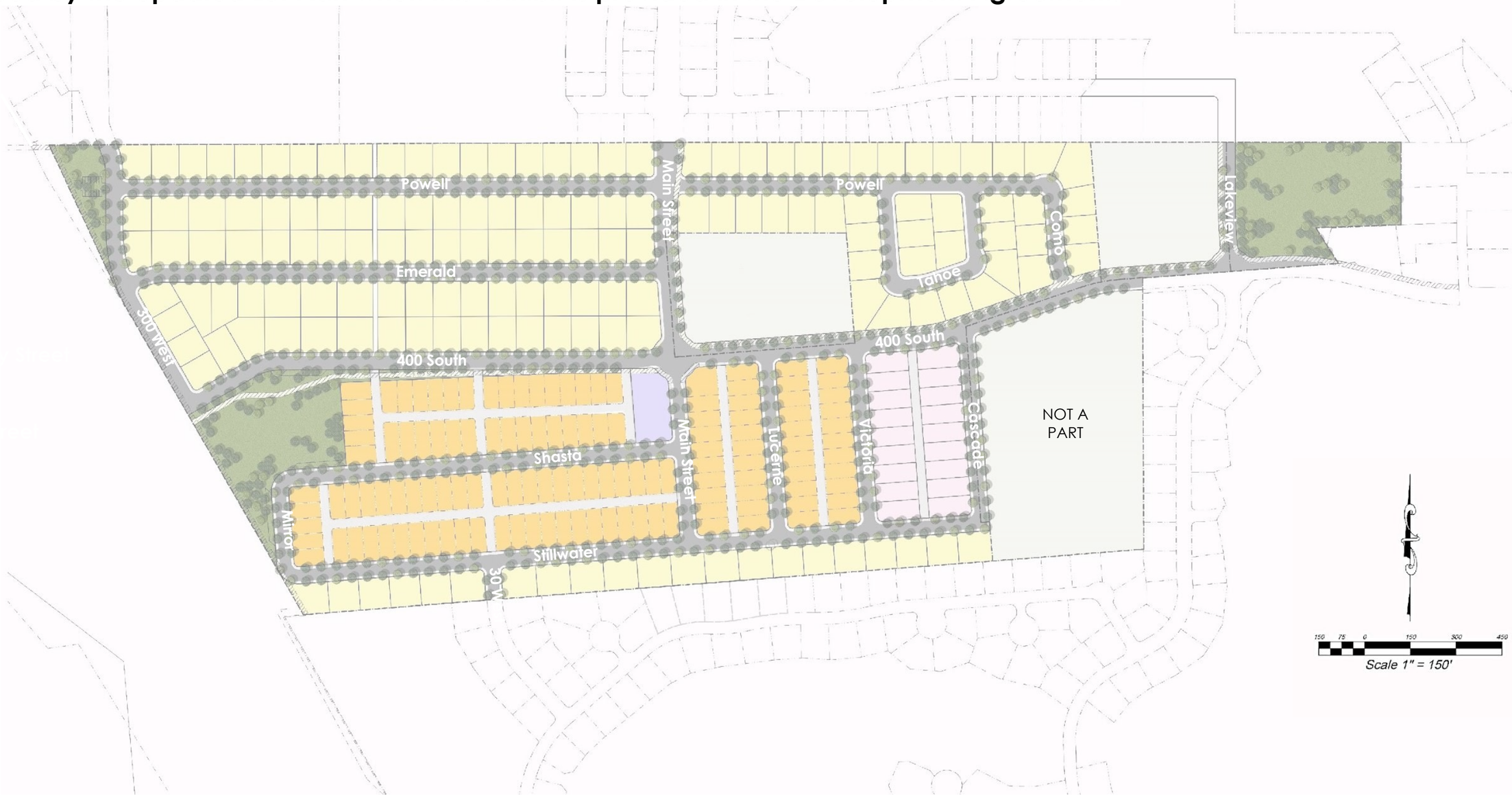
- Parkway Street
- Local Street
- Local Street
- Local Street
- Local Street
- Local Street
- Rear Lane
- Multi-Use Trail
- Lakeside Trail
- Neighborhood Trail



Re-submittal Date: 11-15-2021

CHARACTER AND THEME PLAN: STREET NAMING PLAN

NOTE: This exhibit is provided solely to present the CHARACTER AND THEME PLAN: STREET NAMING PLAN for this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.

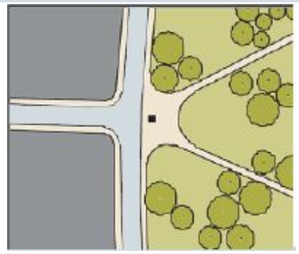
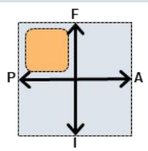


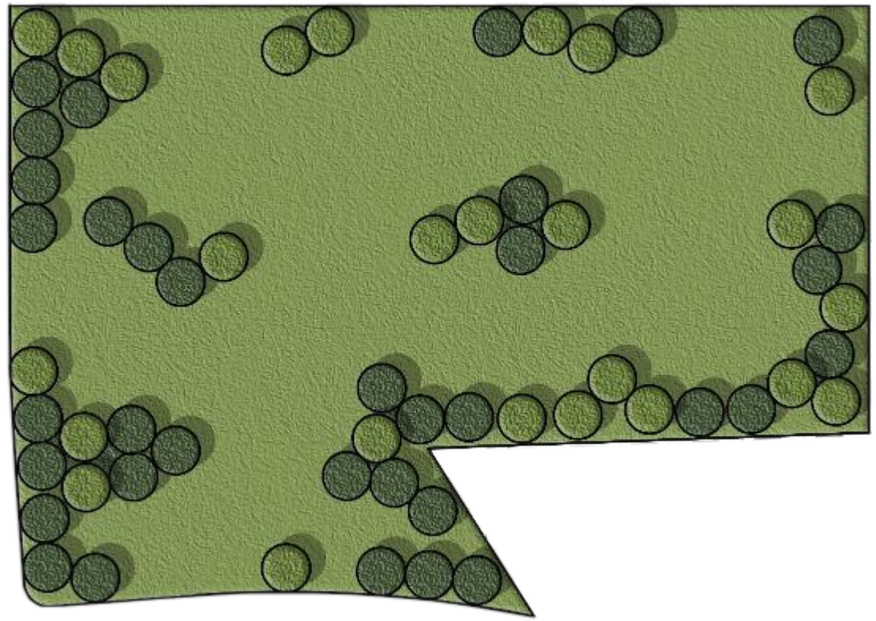
Re-submittal Date: 11-15-2021

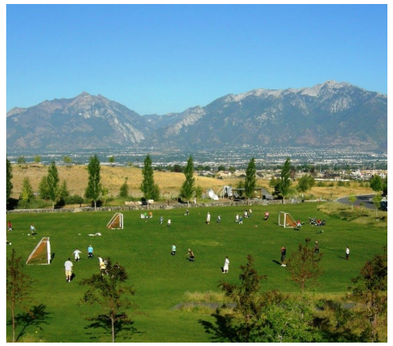
PRELIMINARY PHASING PLAN

NOTE: This exhibit is provided solely to present the PRELIMINARY PHASING PLAN for this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.

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 



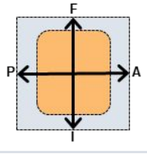


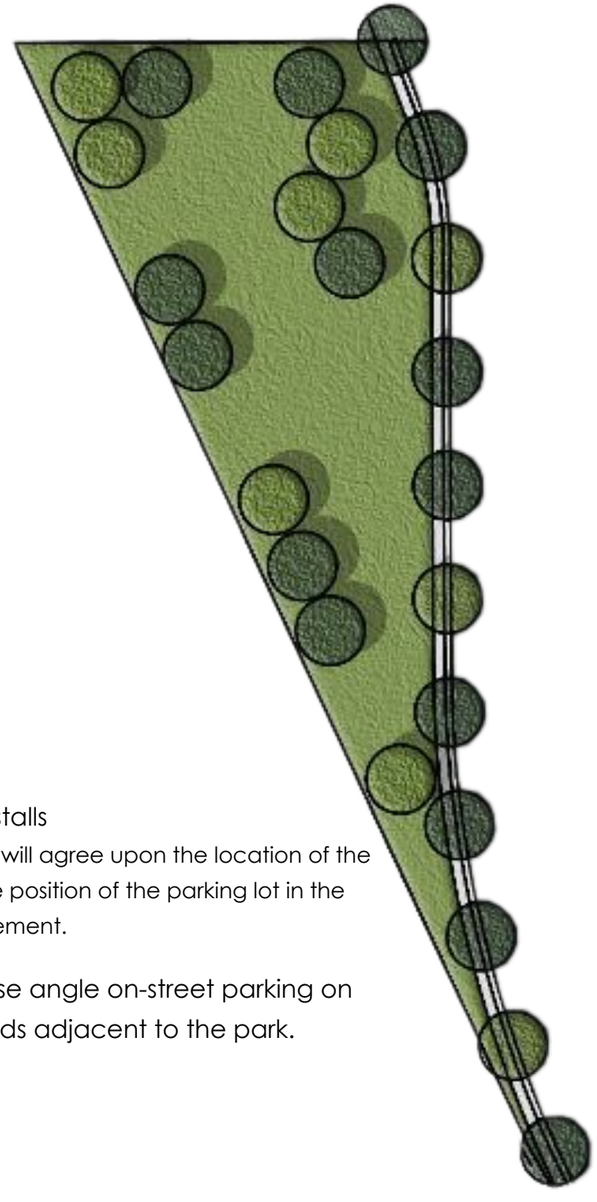
Park Programming

- Recreation play fields
- Maintenance and restroom facility
- Bike station and inverted U bike racks

Re-submittal Date: 11-15-2021

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 

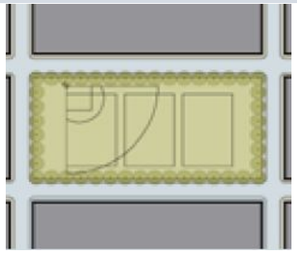
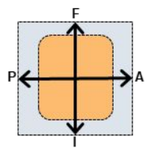


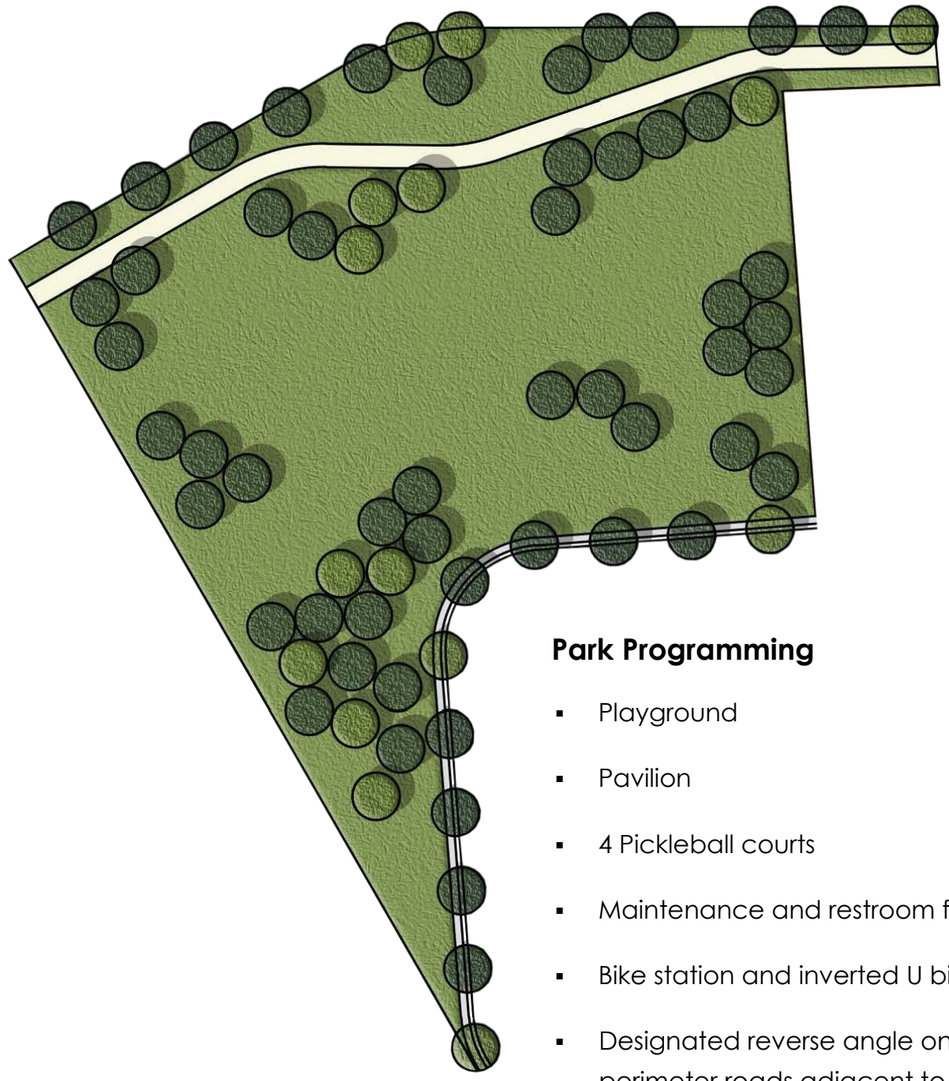
Park Programming

- 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 reverse angle on-street parking on the perimeter roads adjacent to the park.

Re-submittal Date: 11-15-2021

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

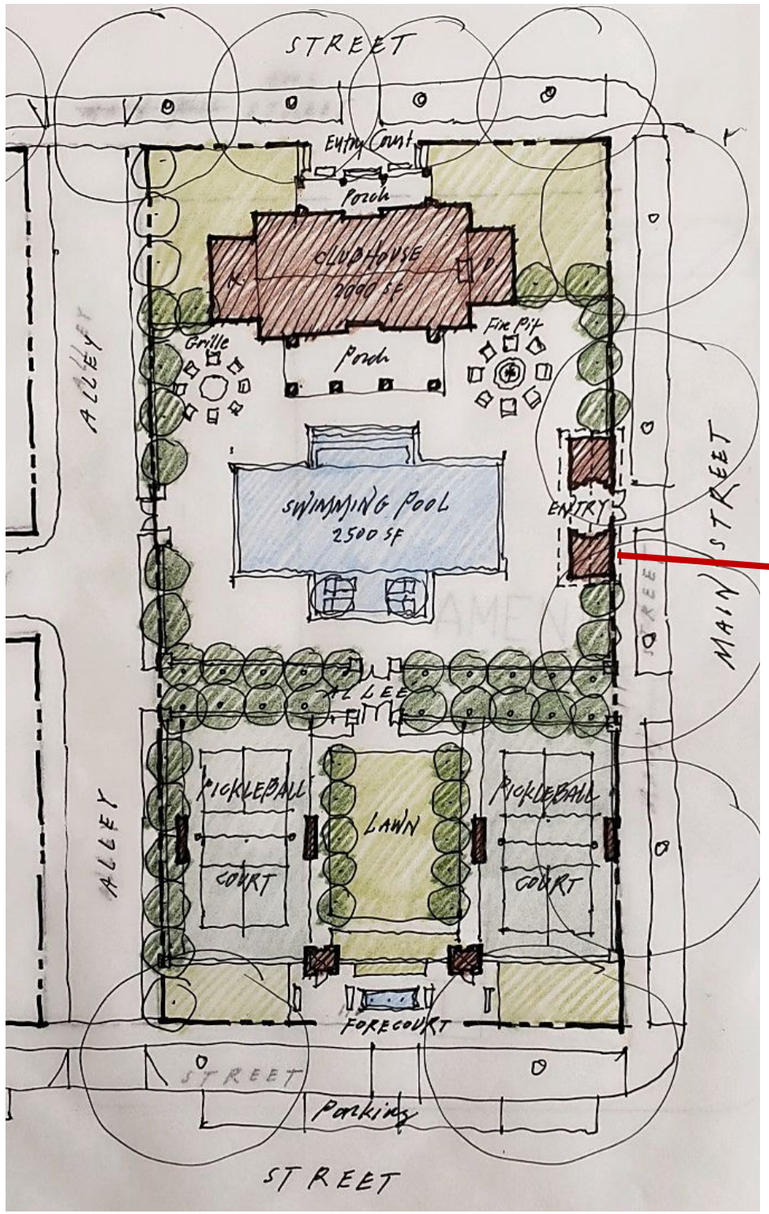
- Playground
- Pavilion
- 4 Pickleball courts
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated reverse angle on-street parking on the perimeter roads adjacent to the park.

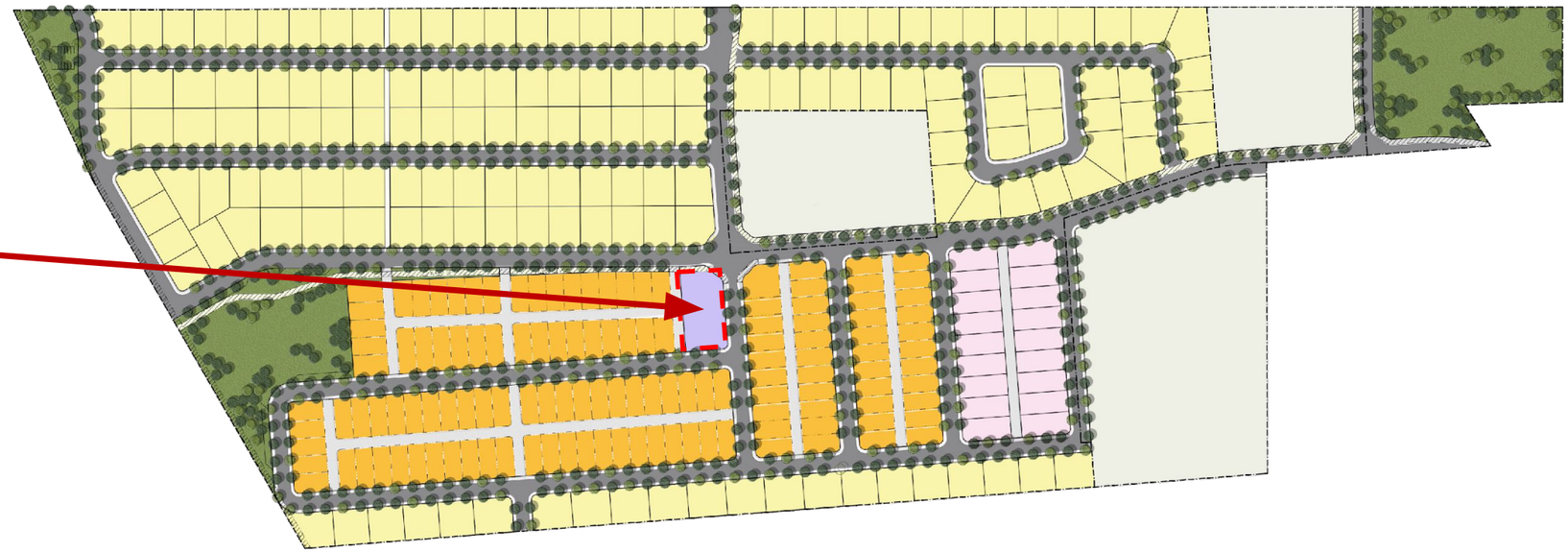
Re-submittal Date: 11-15-2021

PRELIMINARY NEIGHBORHOOD AMENITIES

COTTAGE LOTS

NOTE: This exhibit is provided solely to present the PRELIMINARY NEIGHBORHOOD AMENITIES for the COTTAGE LOTS in this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.



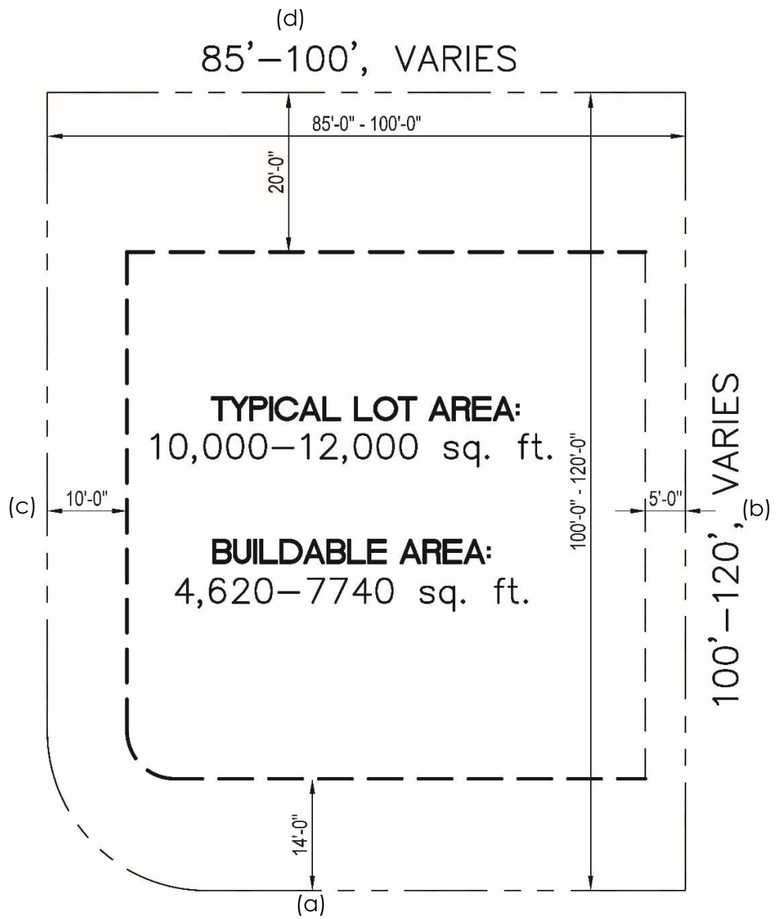


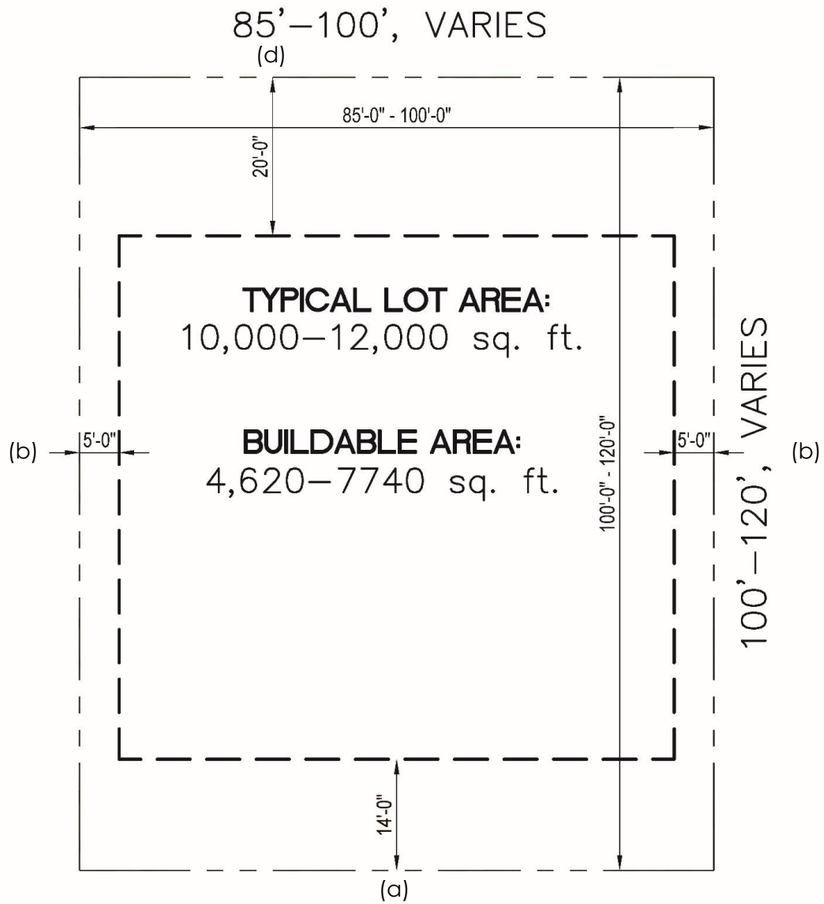
The City and Developer will agree in the Development Agreement upon the type, location and quantity of parking for the Neighborhood Amenities for the Cottage Lots.

Re-submittal Date: 11-15-2021

LOTTING PLAN: ESTATE LOTS

ESTATE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	60% max.
Lot Frontage	85 – 207 ft.
Lot Depth	100 - 205 ft.
Off-Street Parking	4 - 6 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.





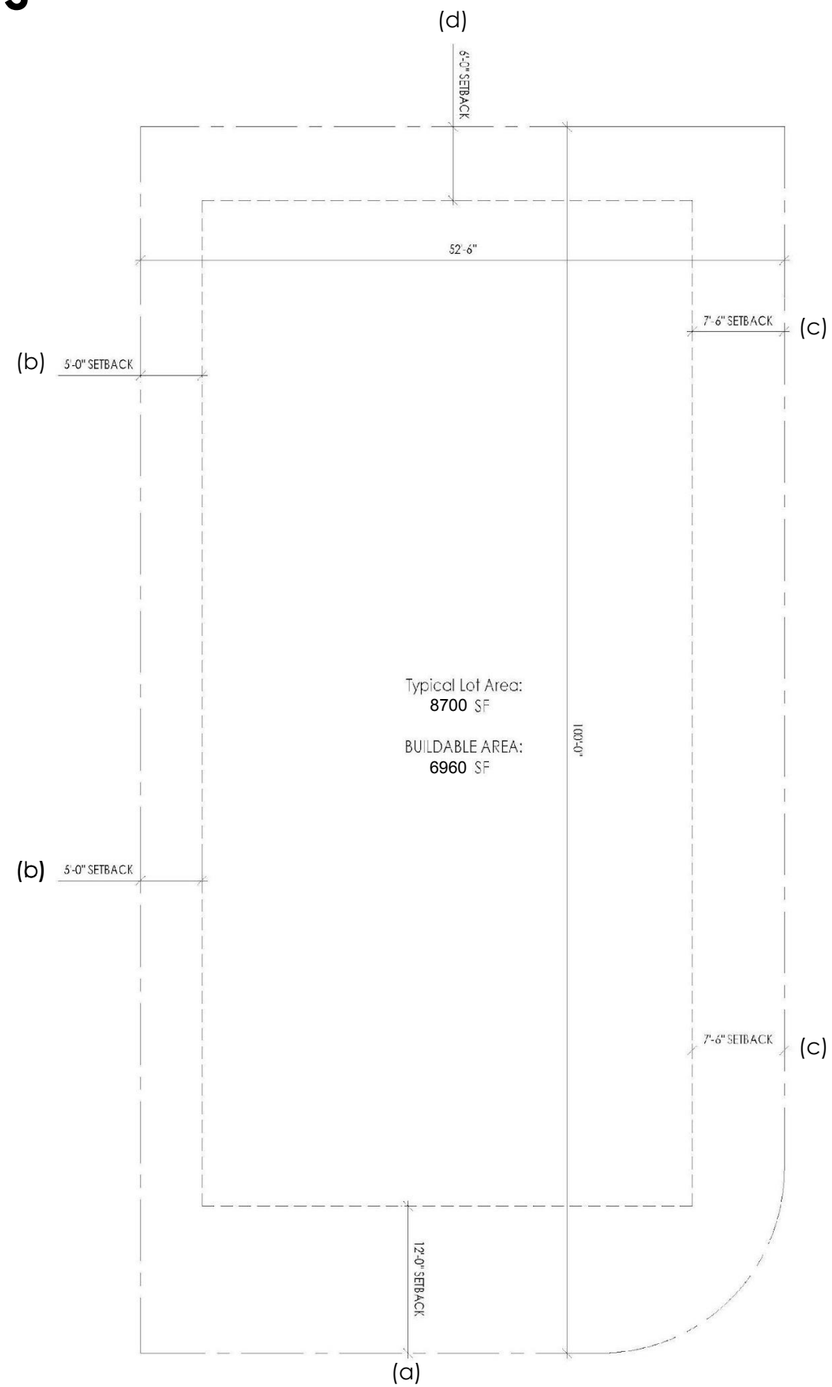
CORNER LOT

INTERIOR LOT

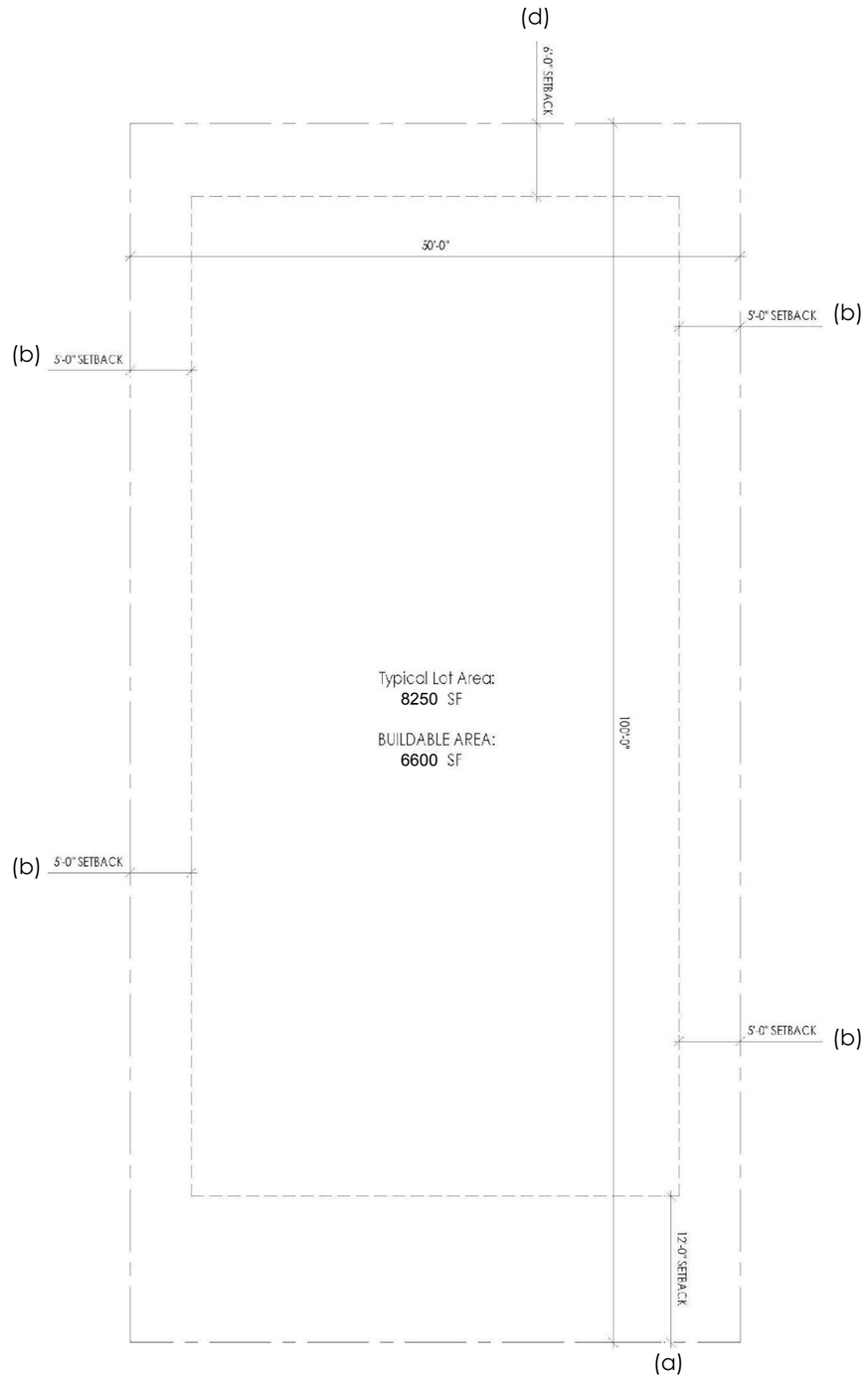
Re-submittal Date: 11-15-2021

LOTTING PLAN: VILLAGE LOTS

VILLAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	60 - 64 ft.
Lot Depth	135 - 145 ft.
Off-Street Parking	4 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

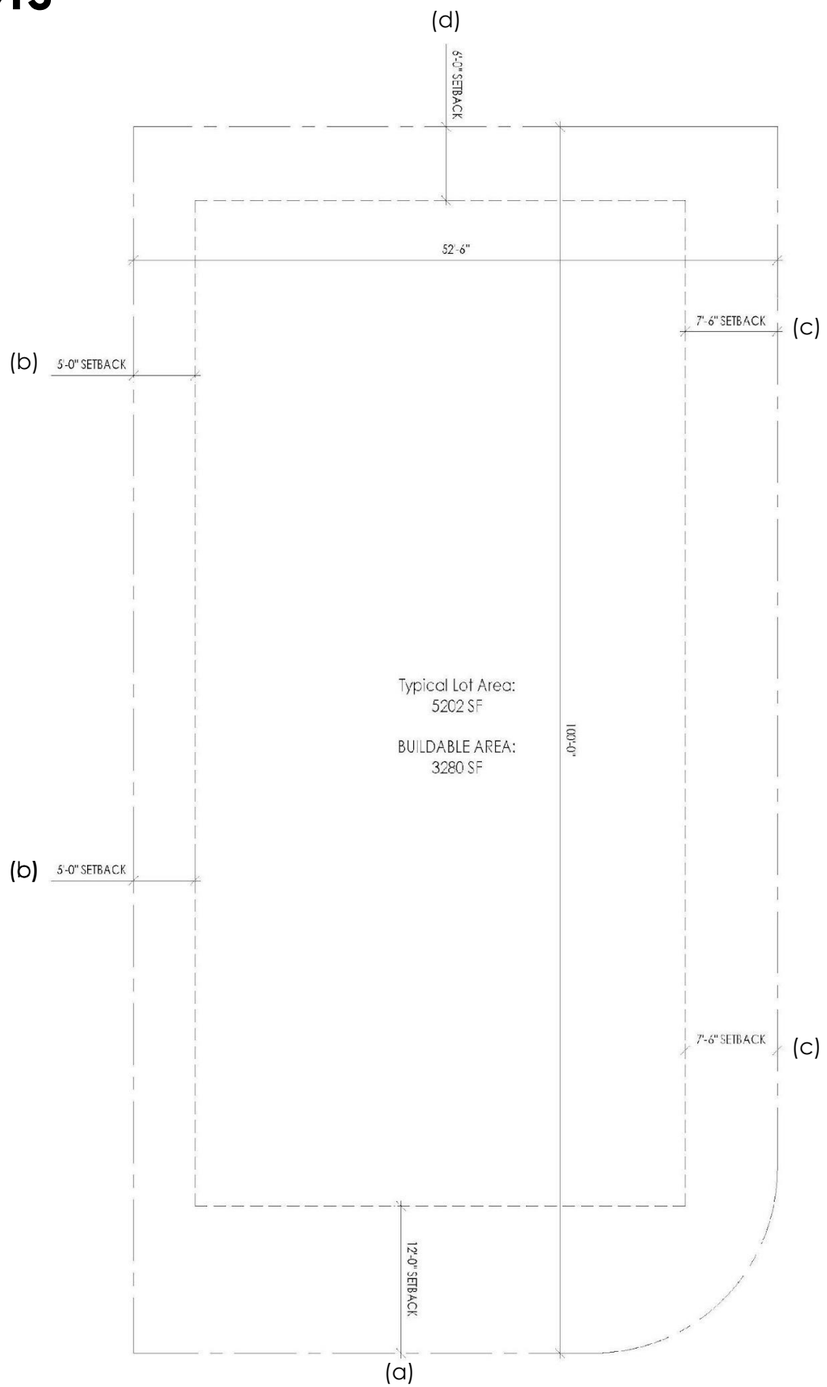


INTERIOR LOT

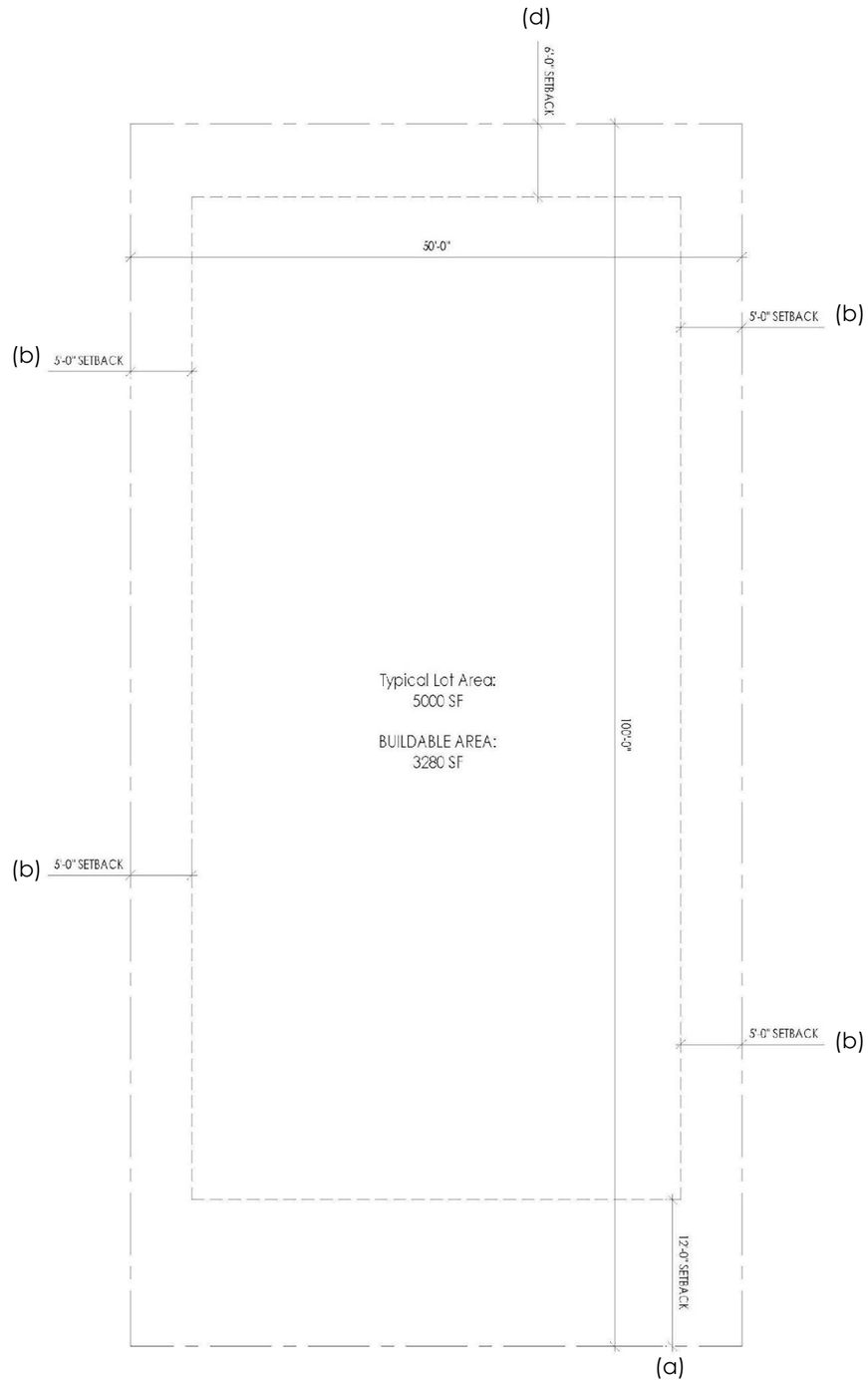
Re-submittal Date: 11-15-2021

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.



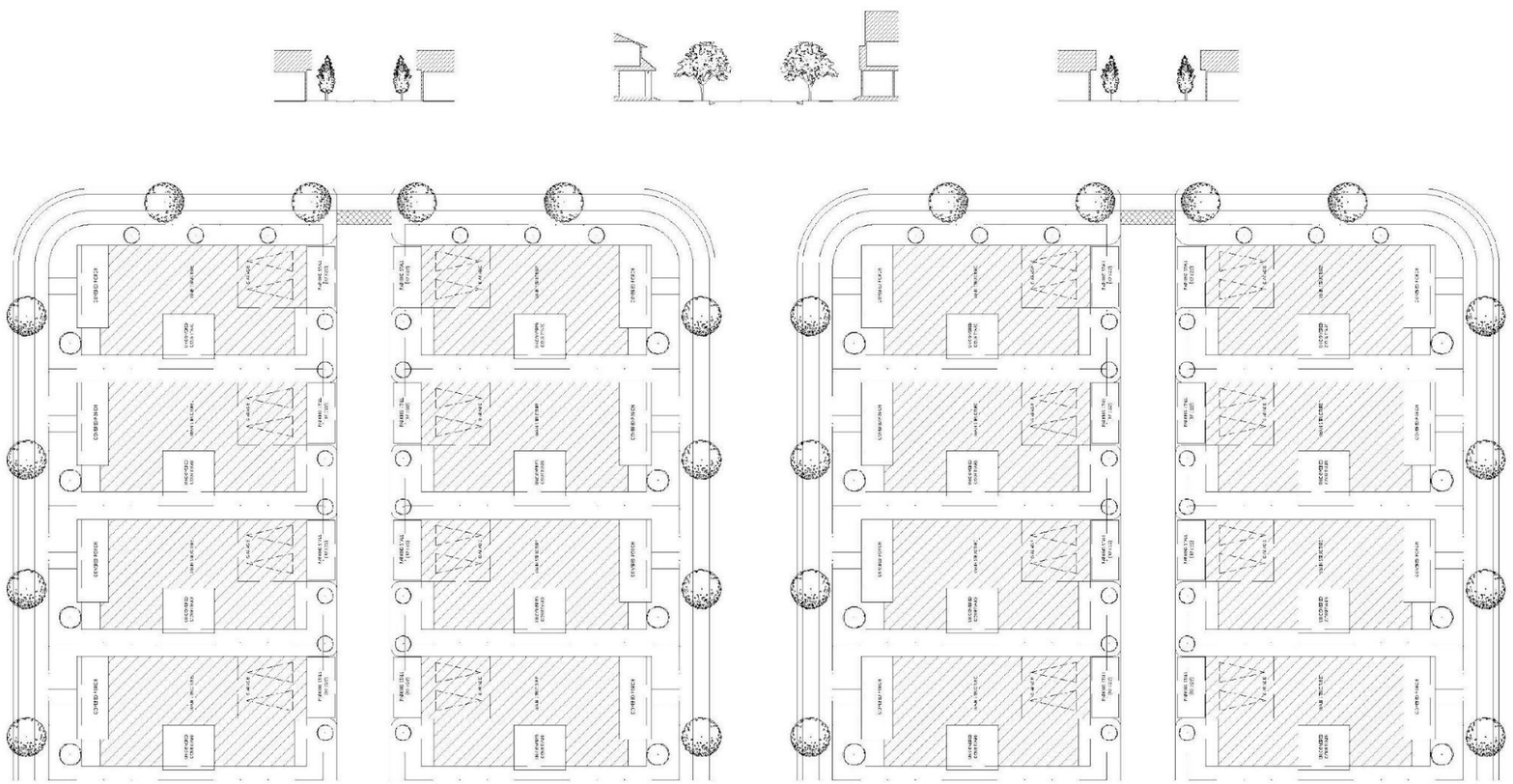
CORNER LOT



INTERIOR LOT

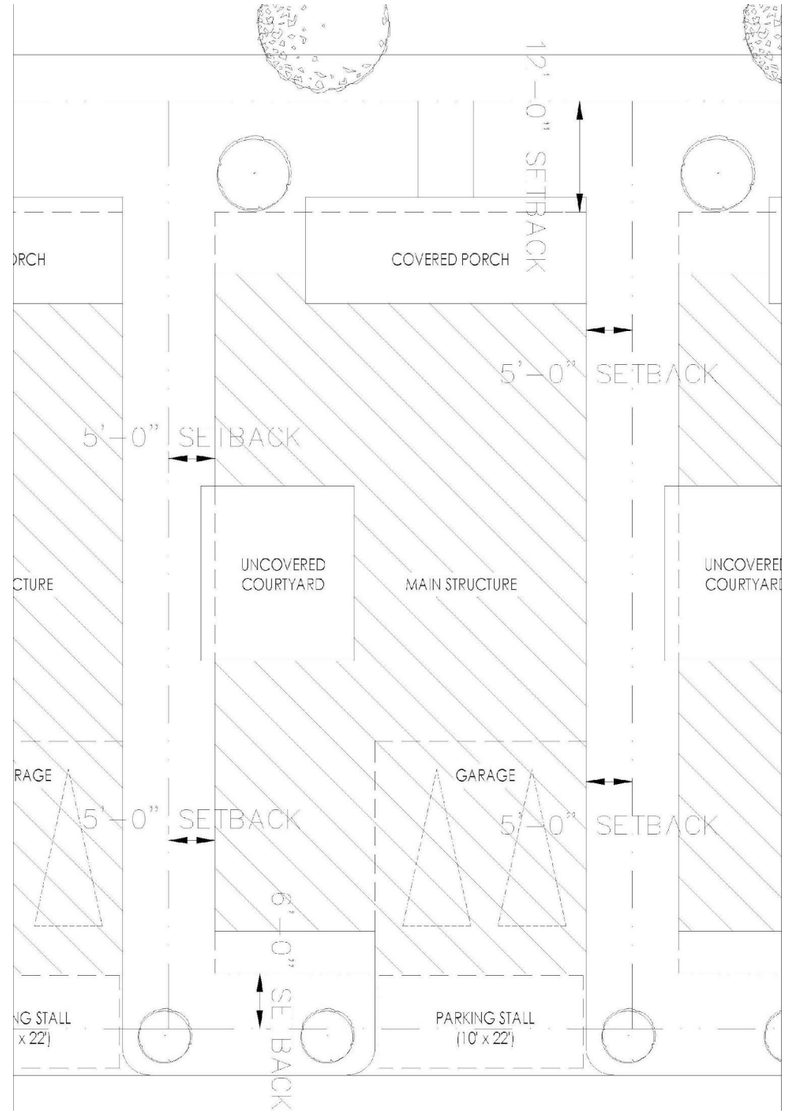
Re-submittal Date: 11-15-2021

PARKING PLAN: COTTAGE LOTS



BLOCK 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



LOT LAYOUT

Re-submittal Date: 11-15-2021

CONCEPTUAL UTILITY PLAN

NOTE: This exhibit is provided solely to present the CONCEPTUAL UTILITY PLAN for this Neighborhood Plan. The underlying lot plan in this exhibit has been superseded by the lot plan on Page 2 herein (the "Updated Lot Plan") and will be replaced by the Updated Lot Plan when this exhibit is provided in the Development Agreement.

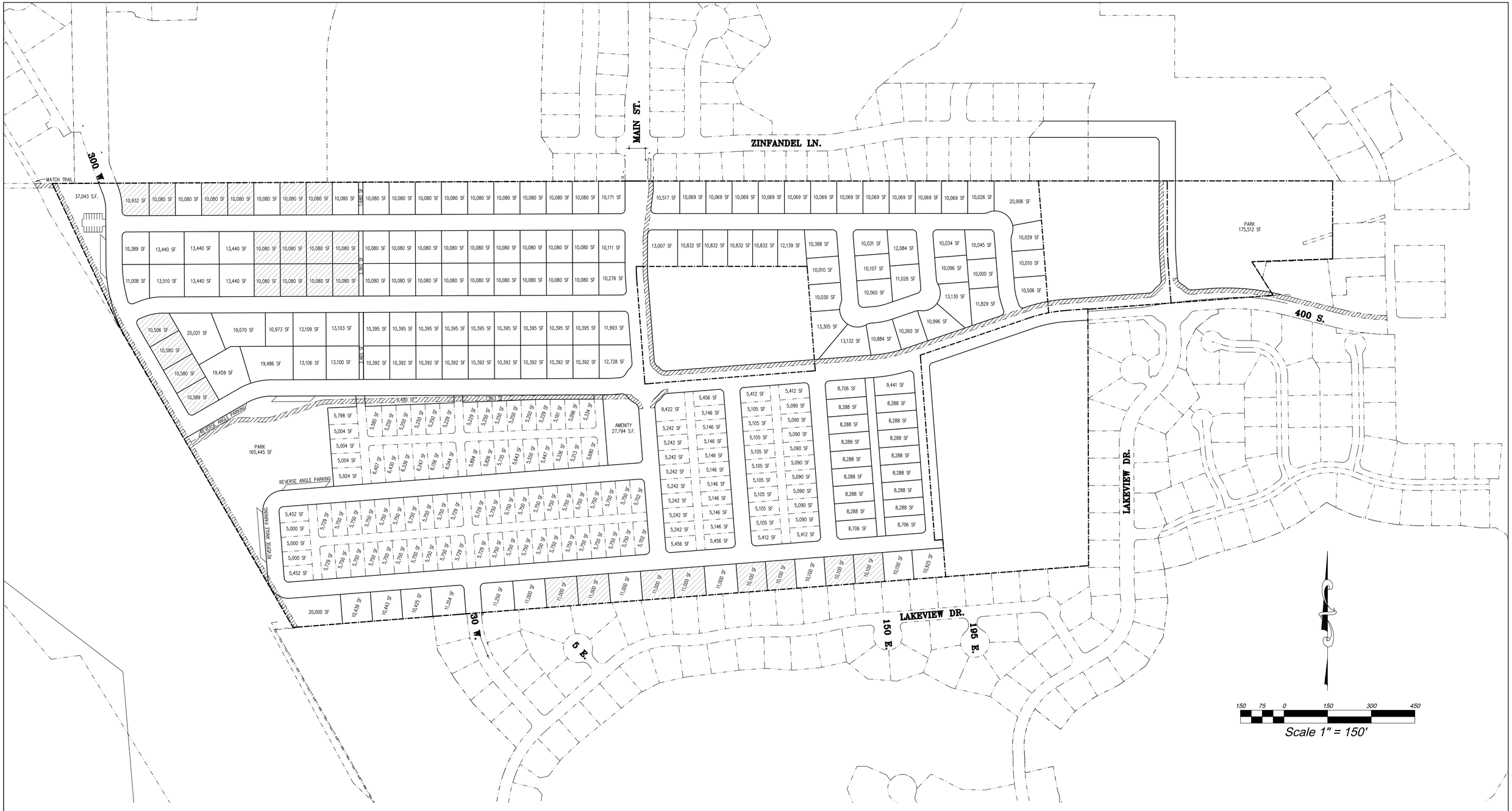
(SS) SEWER

(SD) STORM DRAIN

(W) WATER

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

Re-submittal Date: 11-15-2021



REVISIONS		
Rev.	Date	Description

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

HOLDAWAY FARMS

VINEYARD UTAH

Drawn by: D.W.P.	CONCEPT PLAN	Scale: 1"=150'
Designed by: D.W.P.		Date: 01/19/22
Checked by: D.W.P.		C1