



**NOTICE OF A SPECIAL SESSION
OF THE VINEYARD CITY COUNCIL
December 6, 2023 at 6:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a Special Session on Wednesday, December 6, 2023, at 6:00 pm, or as soon thereafter following the Planning Commission meeting, in the Vineyard City Council Chambers at 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding - Mayor Julie Fullmer

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

2. CONSENT ITEMS

- 2.1 [Approval of the November 8, 2023, City Council Meeting Minutes](#)
- 2.2 [Approval of an addendum to the Sage Government Solutions](#)

3. APPOINTMENTS

3.1 Planning Commission

Mayor Fullmer, with the advice and consent of the council, will appoint new members to the Planning Commission.

4. BUSINESS ITEMS

4.1 DISCUSSION AND ACTION – 2023 Municipal General Election Canvass and Certification

The City Recorder Pamela Spencer will present the results of the 2023 Municipal General Election. The mayor and City Council will sit as the Board of Canvassers to certify the results of the 2023 Municipal General Election.

4.2 DISCUSSION AND ACTION – Zoning Text Amendment – Medical and Commercial Uses (Ordinance 2023-30) *(A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

The addition of Medical and Commercial uses is proposed for the Flex Office Industry (FOI), Industrial Zone (I-1), Regional Commercial (RC), and Downtown Vineyard – Town Center (TC) Districts. The sections of the Zoning Code under consideration will include:

- VZC15.12.050 District Use Table
- Special Purpose Zoning District 3 – Downtown Vineyard (Town Center)

The mayor and City Council will act to adopt (or deny) this request by ordinance.

4.3 DISCUSSION AND ACTION - Homesteads Pod 1 Live/Work Development

Agreement (Resolution 2023-50) *(This item was postponed from the November 8, 2023, City Council Meeting.) (A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

Community Development Director Morgan Brim will present the Homesteads Pod 1 Live/Work Development Agreement. The Mayor and City Council will act to adopt (or deny) this request by resolution.

4.4 DISCUSSION AND ACTION - East Geneva Land Donation and Development

Agreement (Resolution 2023-51) *(A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

Anderson Geneva, LLC, is requesting approval of a land donation and development agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004. The Mayor and City Council will act to adopt (or deny) this request by resolution.

5. ADJOURNMENT

The next regularly scheduled meeting will be held on December 13, 2023.

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 (385) 338-5183.

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

AGENDA NOTICING COMPLETED ON: December 5, 2023

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
November 8, 2023, at 6:00 PM

Present

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

Absent

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Finance Director David Mortensen, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan Love, Planner Anthony Fletcher, Planning Commission Chair Bryce Brady, and Deputy Recorder Heidi Jackman

Others speaking: Residents Daria Evans, Kim and Karen Cornelius, and Brandon Valley with the Orem Fire Department.

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



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



Councilmember Tyce Flake read a Veteran's Day poem.

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS



Resident Daria Evans, living in the Villas subdivision, said that she really enjoyed the Blizzard Race put on by the city. Ms. Evans stated she saw the Vineyard City Facebook Live and thought the sellers' market looked promising. She asked about the connector road and if sound barriers would be put up before the work was done. Public Works Director Naseem Gandour responded that he was working with the Department of Transportation (UDOT) concerning the sound barriers. Ms. Evans expressed concerns about the repurposing city hall into a fire station and the safety regarding it. Ms. Evans also asked a question about smart cities SRT labs, and the projects they were working on. Ms. Evans also asked if she could comment on consent item 6.2 regarding the Vehicle Leasing Agreement and expressed concerns about prices of fleet vehicles.

City Manager Ezra Nair responded that the city had researched the vehicles and responded to her concerns.

 Resident Kim Cornelius, living in the Villas subdivision, thanked Councilmember Flake for his service in the military. Mr. Cornelius read an email sent from Councilmember Amber Rasmussen regarding the upcoming election. Mayor Fullmer responded that he would need to meet with Councilmember Rasmussen to discuss what the email said.

 Resident Karen Cornelius, living in Villas subdivision, thanked Councilmember Flake for his service in the military. Ms. Cornelius asked for clarification regarding residents sharing their concerns about the hiring of Eric Ellis at the previous City Council meeting. Mayor Fullmer responded to her concerns. City Attorney Jayme Blakesley also responded to her concerns.

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Rasmussen reported on kindness week and the Growth and Prosperity Summit. She said that this month the State Privacy Office would come and do a privacy health check at the city offices.

 Councilmember Sifuentes gave an update on the holiday lighting tree ceremony on November 27, 2023, at Penny Springs Park.

 Councilmember Welsh wanted to address some questions residents had on Comcast coming to the area. Public Works Director Naseem Ghandour gave an update on the project.

 Mayor Fullmer thanked City Manager Ezra Nair for his service.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair thanked everyone for serving as public employees and the residents who take the time to voice their concerns. He said he was grateful to have worked for the city.

5.2  Planning Commission Chair Bryce Brady reported on a work session they held regarding The Homesteads Development.

6. CONSENT ITEMS

6.1 Approval of the October 25, 2023, City Council Meeting Minutes

6.2 Unified Fleet Services Vehicle Leasing Agreement (Resolution 2023-44)

6.3 Deed Acceptance for Penny Springs Park Parcel (Resolution 2023-45)

6.4 Approval of 2 ILAs with CUWCD (Resolution 2023-46)

a) Approval of CWP 1600 North Turnout Vault Funding Agreement

b) Approval of License Agreement for Pipeline

6.5 Approval and Acceptance of Tucker Row Open Space (Resolution 2023-47)

 Mayor Fullmer asked the council if anyone wanted to discuss Consent Item number 6.2.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE CONSENT ITEMS 6.1, 6.3, 6.4, AND 6.5. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer opened the discussion for consent item 6.2. Councilmember Sifuentes wanted clarification on the pricing of the vehicles. Mr. Nair responded with information about the government program they were using, and a discussion ensued.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE CONSENT ITEM 6.2. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7. APPOINTMENTS

7.1 Planning Commission

Mayor Fullmer, with the advice and consent of the council, will appoint new members to the Planning Commission.

 No appointment was made at this time.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

8.1 One Kind Act Presentation

 Presentation was postponed.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – [Adoption of the Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #1 \(Resolution 2023-41\)](#) (A public hearing was held for this item on October 25, 2023.)

Finance Director David Mortensen will present proposed amendments to the Fiscal Year 2023-2024 Budget. The mayor and city council will act to adopt (or deny) this request by resolution. (*This item was continued from the October 25, 2023, City Council Meeting.*)

 Finance Director David Mortensen presented the budget. Mayor Fullmer asked for clarification about the part time library position. Mr. Mortensen explained where the funds came from in the budget and a discussion ensued.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO ADOPT RESOLUTION 2023-41 APPROVING THE VINEYARD CITY FISCAL YEAR 2023-2024 BUDGET AMENDMENT NUMBER ONE AS PRESENTED BY STAFF. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

143 **9.2 PUBLIC HEARING – Homesteads Pod 1 Live/Work Development Agreement**
144 **(Resolution 2023-)** *(This item is being postponed to the 12/13/2023 City Council*
145 *Meeting).*

146 City Manager Ezra Nair will present the Homesteads Pod 1 Live/Work Development
147 Agreement. The Mayor and City Council will act to adopt (or deny) this request by
148 resolution.

149
150  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CONTINUE THE PUBLIC
151 HEARING FOR THE HOMESTEAD POD ONE, LIVE/WORK DEVELOPMENT
152 AGREEMENT TO THE DECEMBER 13, 2023 CITY COUNCIL MEETING.
153 COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS
154 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,
155 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

156
157  Community Development Director Morgan Brim stated that the Planning Commission sent
158 out additional notice for the Public Hearing regarding business item 9.2.

159
160 **9.3 DISCUSSION AND ACTION – Consolidated Fee Schedule Public Hearing**
161 **(Resolution 2023-48)**

162 Finance Director, David Mortensen will present proposed amendments to the
163 Consolidated Fee Schedule. The Mayor and City Council will act to adopt (or deny)
164 this request by resolution.

165
166  **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT
167 6:51 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
168 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
169 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

170
171  Finance Director David Mortensen gave an overview of the amendments. Mr. Mortensen
172 then turned the time over to Brandon Valley from the Orem Fire Department.

173
174  Mr. Valley spoke on the importance of the fire inspections and a discussion ensued.

175
176  **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT
177 6:56 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR
178 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
179 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

180
181  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT RESOLUTION 2023-48
182 APPROVING THE CONSOLIDATED FEE SCHEDULE AS PRESENTED BY STAFF AND
183 THE OREM FIRE DEPARTMENT. COUNCILMEMBER FLAKE SECONDED THE
184 MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES,
185 AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

186
187 **9.3 DISCUSSION AND ACTION – Approval of the 2024 City Council Meeting**
188 **Schedule (Resolution 2023-49)**

189 Deputy Recorder, Heidi Jackman will present the annual calendar for discussion and
190 approval. The Mayor and City Council will act to adopt (or deny) this request by
191 resolution.

193  Deputy Recorder, Heidi Jackman presented dates from the meeting schedule that the council
194 may want to cancel.
195

196  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT RESOLUTION 2023-
197 49, 2024 CITY COUNCIL MEETING SCHEDULE WITH THE NOTED CHANGES OF
198 CANCELLING OUR MEETINGS ON FEBRUARY 14TH AND JULY 24TH.
199 COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER,
200 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
201 THE MOTION CARRIED UNANIMOUSLY.
202
203

204 **10 CLOSED SESSION**

205 No closed session was held.
206
207

208 **11 ADJOURNMENT**

209 Mayor Fullmer called for a motion to adjourn the meeting.
210

211  **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:58
212 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER,
213 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
214 THE MOTION CARRIED UNANIMOUSLY.
215
216

217 **MINUTES APPROVED ON:** _____
218

219 **CERTIFIED CORRECT BY:** /s/Heidi Jackman
220 **HEIDI JACKMAN, DEPUTY RECORDER**



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 6, 2023

Agenda Item: 2.2 Approve Agreement with Sage Government Solutions

Department: City Manager

Presenter: Eric Ellis

Background/Discussion:

The city is decreasing its lobbying budget from last year as a portion of the last years funds completed with the water tank and pipeline projects. Vineyard City has critical projects and policy in process with the state and federal government and continues to work on infrastructure that will support our community.

Fiscal Impact:

\$80,000 expense, revenues from these efforts is anticipated to pay for these expenses.

Recommendation & Additional Options:

Staff recommends the city council approve our agreement with Sage Government Solutions for continued lobbying efforts, there are some big projects that Vineyard needs assistance with. Transportation solutions, primarily, will be critical this year.

Sample Motion:

I move to approve the addendum to the agreement with Sage Government Solutions.

Sage Government Solutions

Lobbying & Government Relations Consulting Agreement

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into effective as of the September 1, 2023 (the "Effective Date") by and between Vineyard City (the "Client") and Sage Government Solutions ("SAGE"). Each of the parties is sometimes referred to herein individually as a "party" or collectively as the "parties."

AGREEMENT

In consideration of the foregoing, and of the mutual covenants and agreements set forth in this Agreement, SAGE and Vineyard City hereby mutually covenant and agree as set forth below.

1. CONSULTING ARRANGEMENT

Vineyard City agrees to retain SAGE as a consultant, and SAGE hereby agrees to provide lobbying and consulting services to Vineyard City on the terms and conditions set forth herein.

2. TERM

SAGE shall be engaged by Vineyard City as a consultant beginning September 1, 2023 and continuing until such time that either SAGE or Vineyard City terminates the engagement in accordance with Section 8 below.

3. PROFESSIONAL SERVICES

SAGE shall perform the following services as requested by Vineyard City:

- a. Provide government relations and public relations consulting and strategy on all projects where such services are requested, or where the interests of Vineyard City are apparent;
- b. Provide lobbying and representation of Vineyard City to legislators, legislative staff, governor's staff, governor's, other government officials, lobbyists, business leaders and the general public regarding the goals and priorities of Vineyard City;
- c. Negotiate solutions to public policy issues when called upon by Vineyard City;
- d. Support efforts to establish regional transportation and transit planning in coordination with other municipalities and municipal planning organizations;
- e. Support efforts to accelerate funding for Vineyard-specific as well as regional transportation.

4. RELATIONSHIP

The parties understand and agree that SAGE is providing services under this Agreement as an independent contractor only and not as an employee, partner, or agent of Vineyard City. The services provided by SAGE to Vineyard City are not exclusive and the Parties agree that SAGE may provide the same or similar consulting services to other individuals, companies, governments or entities, without limitation, except as provided for in Sections 9 and 10 below.

5. COOPERATION

SAGE will perform the services under this Agreement in a professional manner, applying best practices and demonstrating skill and diligence. SAGE Managing Partner Jeff Hartley will direct the services contemplated in this Agreement, but may use the assistance of other partners or employees as appropriate. Vineyard City will provide access to its information and property as it determines is reasonably required in order to permit SAGE to perform its obligations hereunder.

6. COMPENSATION

In consideration for services rendered to Vineyard City as provided herein, Vineyard City will pay SAGE an annual retainer of \$84,000, to be invoiced annually and paid in advance. In subsequent periods of performance (each September-August) the retainer rate shall increase by 10%. SAGE's compensation will not be subject to withholding for federal income taxes, FICA, FUTA and other amounts. SAGE will be responsible for all taxes, fees, and contributions owed governmental authorities.

7. EXPENSES

In the event SAGE anticipates it will incur extra ordinary expenses reasonable and necessary for the performance of services hereunder (e.g. significant travel expenses, lodging or food and beverages for large groups) that exceed Twenty-five Dollars (\$25.00), SAGE shall obtain prior approval by Vineyard City to be eligible for reimbursement.

8. TERMINATION

Written notice is required for termination of this contract. Unless otherwise mutually agreed to through a fully executed Addendum to this contract. If services provided by SAGE hereunder are terminated by Vineyard City prior to September 2025, an early termination fee equal to the total amount of annual payments preceding September 2025 will be immediately due.

9. CONFLICTS OF INTEREST

Although the relationship established by this Agreement is non-exclusive, during the Term, SAGE will not take on a similar advisory or consulting project or services would constitute a "conflict of interest" under Utah Code Ann. § 36-11-306. If either party believes there is a conflict of interest, they shall work together in good faith to resolve the matter.

10. CONFIDENTIAL INFORMATION

To protect Vineyard City's Confidential Information and interests, SAGE agrees that it will not, at any time during the term of this Agreement or for a period of three years after he ceases providing services under the Agreement, reveal, disclose, furnish, make accessible, or disseminate any Confidential Information to any other individual, firm, entity, or organization except as only may be expressly required in properly performing services for Vineyard City. As used in this Agreement, the term "Confidential Information" means all tangible and intangible non-public information regarding Vineyard City or its governmental operations, or that is specifically identified by Vineyard City to SAGE as confidential or proprietary.

11. COMPLIANCE

SAGE agrees that it will comply with all governmental laws, rules and regulations in the performance of services under this Agreement.

12. ENTIRE AGREEMENT

This Agreement and any supporting documents incorporated herein constitute the complete agreement and supersede any prior agreements or understandings written or oral between the parties with respect to the subject matter hereof and will be the subject of modification only by a written amendment hereto.

13. NOTICES

All notices and approvals required under or by reason of this Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative by U.S. Mail or electronic mail as follows:

Vineyard City
125 S. Main Street
Vineyard, UT 84058
Attn. Eric Ellis

Sage Government Solutions
PO Box 1205
Salt Lake City, UT 84110
jeff@sagegov.com

14. GOVERNING LAW

The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State of Utah. If a civil action or other proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred, in addition to any other relief which such party may be entitled, whether incurred before or after the filing of a civil action or the entry of judgment.

15. ASSIGNMENT

SAGE may assign the rights and obligations of this Agreement with the written consent of Vineyard City, which will not be unreasonably withheld.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Electronically delivered copies of signature pages to this Agreement shall be treated between the parties as original signatures for all purposes.

ACCEPTED AND AGREED:



Jeffrey Hartley
Managing Partner
Sage Government Solutions

09/01/2023

(Date)

Julie Fullmer
Mayor
Vineyard City

(Date)



SAGE POLITICS SAGE PUBLIC RELATIONS SAGE GOVERNMENT SOLUTIONS

SAGE SOLUTIONS was founded in 2008 by brothers Greg and Jeff Hartley, both with deep experience in politics, public policy and strategic communications. SAGE has three business verticals: Government Relations, Public Relations and Political Affairs.

Greg Hartley has managed and consulted over 100 campaigns at all levels of government, from presidential campaigns to city council. Greg served as campaign manager and senior staff to former Governor Jon Huntsman, and as senior staff in the Governor's Office of Economic Development under current Governor Gary Herbert. Greg left government briefly and held positions as Director of Government Relations for 1-800-CONTACTS and iSchool Campus. Most recently, Greg spent five years serving as Chief of Staff to two Utah Speakers of the House. No one knows the inner-workings of Utah state government better than Greg Hartley.

Jeff Hartley has 25 years of experience working inside government and working from the outside to improve government. Jeff spent almost a decade on Capitol Hill in Washington working with the media and later as a senior policy advisor. While SAGE clients represent a variety of industries, Jeff has established himself as one of the leading energy lobbyists in Utah. In addition to representing the spectrum of energy interests, Jeff has served on many commissions, task forces and working groups aimed at establishing good public policy on land use, air quality, water quality, endangered species and other environmental concerns.

Suzette Rasmussen spent more than a decade working for the Governor's Office of Economic Development and the World Trade Center Utah. She has strong experience in international relations, trade and business development. Suzette recently returned to private legal practice and partners with SAGE on strategic government relations engagements.

Current & former clients include:

GOVERNMENT

State of Utah
Salt Lake County
Tooele County
Duchesne County
Box Elder County
Draper City
Lehi City
Vineyard City
West Valley City

POLITICAL

Elect Trump Utah
Huntsman for President
McCain for President
Governor Jon Huntsman Jr.
Governor Gary Herbert
Utah Republican Party
House Speaker Greg Hughes
House Republican Election Comm.
Utah Energy PAC
Utah Taxpayers Association
Hundreds of State & Local Races

MEDICAL

Utah Medical Association
Intermountain Healthcare
American Health Insurance Plans
Ashley Regional Medical Center

ENERGY

Rocky Mountain Power
Questar Gas
Energy Solutions
Koch Companies Public Sector
Encana Corporation
Newfield Exploration Company
EnerVest, Ltd.
QEP Resources
AXIA Energy II
EP Energy
TYR Energy Utah
Bill Barrett Corp.
Blue Castle Energy
Red Leaf Resources
Uintah Gateway
Oil Shale Exploration Company
Renewable Energy Development Corp.
Responsible Energy Developers Group
Navitus Sustainable Industries
Integrated Energy Companies

ADVOCACY

Boys & Girls Clubs of Utah
Living Planet Aquarium
American Civil Rights Coalition
American Tort Reform Assoc.
Sportsmen for Fish & Wildlife
Big Game Forever

TRANSPORTATION

Utah Transit Authority
Stadler Rail, N.A.
Salt Lake, Garfield & Western Railway

DEVELOPMENT

Utah Lake Restoration, Inc.
Clyde Companies/ Geneva Rock
Stack Real Estate Development
Boulder Ventures
Corrections Corp. of America
Kimball Investments
Patel Industrial Park
106 ReForestation
Standard Plumbing Supply
The Chenoa Fund
Young Living Farms
National Heritage Academies

TECHNOLOGY

Entertainment Software Alliance
1-800-CONTACTS
iSchool Campus
Kyte Learning
NUVI
Thompson, Inc.
Harris Corporation



VINEYARD CITY COUNCIL STAFF REPORT

Date: 12.06.2023

Agenda Item: 3.1 2023 General Election Certification

From: City Recorder/Election Official Pamela Spencer

Department: City Recorder

Subject: 2023 Municipal General Election Results

Background/Discussion: Pursuant to State law (Section 20A-4-301(2)), the General Election Canvass must be conducted between seven and fourteen days after completion of the election. However, it cannot be held prior to thirteen days if there are outstanding military/overseas ballots. As we hold an all vote by mail election the canvass cannot be held until 14 days after the election. With the change in the election made by the Utah State Legislature, House Bill 2001, this year we are allowed to canvas on December 6, 2023.

Fiscal Impact: N/A

Recommendation: That the City Council complete the canvass and certify the results of the 2023 Municipal General Election as pursuant to State law.

Alternatives: N/A

Sample motion: “I move to certify the results of the November 21, 2023, Municipal General Election and to certify the election of Jacob Holdaway and Sara Cameron as city councilmembers, each for a four-year term.”

Attachments: Certification Form

Notes:

2021 Election there were:
6043 registered voters
1540 votes cast
For 25.48% turnout



Community Development

Date: December 6, 2023
From: Morgan Brim, Community Development Director
To: Planning Commission & City Council
Item: Ordinance 2023-30: Public Hearing and Consideration of proposed Zoning Text Amendment to add medical and commercial uses to the FOI, RC, and TC Zoning Districts
Applicant: City-Initiated

BACKGROUND

Vineyard City is working with several medical uses to locate with the city. Most recently, the Huntsman Cancer Institute announced that a new hospital and research facility would be built in the Village General Subdistrict of the Downtown. These amendments will ensure that zoning uses align with proposed medical and commercial uses for both the Downtown and East Geneva areas of the city.

The vineyard's general plan provides the following supporting language for these amendments:

Land Use Element:

- Goal 1: Strategy 9: Promote the continued development of Eastlake Industrial Park through strategic branding and marketing.
- Goal 2: Participate in larger scale, regional planning to coordinate land uses and to maintain regional networks.
- Strategy 2: Support the location of regional centers, such as major employment and mixed-use areas along regional mobility corridors, like I-15.
- Strategy 3: Coordinate with Orem, along Geneva Road, to co- manage growth, economic development strategies and appropriate development that can benefit both communities.
- Goal 4: Encourage a pattern of growth that reflects the city's ability to efficiently provide necessary services and anticipates the resource needs of future generations.
- Strategy 4: Encourage land uses that contribute to the community character of Vineyard and define the community's identity within the larger region and Utah Valley.
- strategy 3: Consider institutional uses that promote Vineyard as a place for innovation.

Economic Development Element:

- Goal 4: Ensure the city's long-term fiscal health by taking measures to establish a larger tax base of both property and sales tax revenues.
- Strategy 1: take measures to attract retail development that will decrease vineyard's retail leakage and increase sales tax revenues through strategic identification and marketing of parcels that are appropriate for the specialty retail and larger format stores that will serve residents and preserve the integrity of the community.
- Goal 5: Establish zoning that encourages strategic, accessible and centralized economic centers that will integrate appropriately into the community.

- Strategy 2: Encourage the clustering of uses to create and maintain distinctive districts within the community.
- Goal 9: Leverage Utah Valley University's technology assets and human resources to promote economic development in Vineyard.

The Planning Commission held a work session and were supportive of the proposed amendments. This item is on the agenda for a joint work session with the City Council and Planning Commission on December 6, 2023.

PROPOSED CITY COUNCIL AND PLANNING COMMISSION MOTIONS:

Planning Commission:

"Motion to recommend approval of Ordinance 2023-30 Medical and Commercial Zoning Uses to the City Council."

City Council:

"Motion to approve Ordinance 2023-30 Medical and Commercial Zoning Uses."

ATTACHMENTS

- Ordinance 2023-30 Medical and Commercial Uses

**VINEYARD CITY
ORDINANCE 2023-30 MEDICAL AND COMMERCIAL USES**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 15.12 ESTABLISHMENT OF DISTRICTS AND ZONING TABLES
AND SPECIAL PURPOSE ZONING DISTRICT 3 DOWNTOWN VINEYARD (TOWN CENTER) SECTION 3.08
USES TO ADD MEDICAL AND COMMERCIAL USES TO THE FOI, RC, AND VINEYARD DOWNTOWN (TOWN
CENTER SPECIAL PURPOSE DISTRICTS; PROVIDING A REPEALER CLAUSE, PROVIDING A SAVINGS AND
SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, and Management Act of the 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 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on December 6, 2023 and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on December 6, 2023; and

WHEREAS, the Vineyard 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 Council of the Vineyard, in the State of Utah, as follows:

SECTION 1: AMENDMENT "See Exhibit A: 15.12 Establishment of Districts and Zoning Tables"

SECTION 2: AMENDMENT "See Exhibit B: Special Purpose Zoning District 3 Downtown Vineyard (Town Center) Section 3.08 Uses"

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard

EXHIBIT A

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 = Indicates Additional Standards Below

[illegible]

COMMERCIAL	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	P	N
	Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
	Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	P	N
	Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P ⁷	P ⁷	N	P ⁷	N	N	P ⁷	N
	Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	P	N	N
	Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	P	N	N
	Flammable Liquids or Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	C	N
	Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	C	N	N	N
	Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	<u>NC</u>	N	<u>NC</u>	N	N
	Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	<u>NP</u>	N	N
	Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	<u>NC</u>	N	N
	Hybrid Production Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	P	N	N
	Kennel, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P ²	P ²	N
	Kennel, Outdoor Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	C ²	N
	Laundry, Commerical	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	P	P	N
	Laundry, Self Serve	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
	Manufacturing, Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Manufacturing, Light	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	P	N
	Medical and Dental Clinic	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	N	N
	Medical or Dental Laboratory	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
	Motel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	<u>NC</u>	N	N
	Motor Vehicle Fueling Station	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N	N
	Nightclub	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	N	N	N
	Nursing Care Facility	N	N	N	N	N	N	N	N	N	N	C	C	C	<u>NP</u>	N	<u>NP</u>	N	N
	Nursing Home, Convalescent Care	N	C	C	C	C	C	C	C	C	C	N	N	N	<u>NP</u>	N	<u>NP</u>	N	N
	Office	N	N	N	N	N	N	N	N	N	N	P	P	P	<u>NP</u>	P	<u>NP</u>	N	N
	Pawnshop	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N
	Personal Care Services	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N
	Personal Instruction Service	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	C	N	N
	Pharmacy	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	<u>NP</u>	N	N
	Pharmacy, Medical Cannabis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ⁹	N	N
	Private Club	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N
Restaurant	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	
Retail Sales and Services	N	N	N	N	N	N	N	N	N	N	P	P	P ³	P	P	P ³	N	N	
Retail Sales and Services (Community Commercial)	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	N	N	
Retail Sales and Services (Regional)	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N	
Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Sexually Oriented Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Storage - Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	C ²	N	C ²	C ²	C ²	C ²	N	N	
Storage - Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	

	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
	Vehicle and Equipment Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C
	Vehicle and Equipment Repair (Major)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	C
	Vehicle and Equipment Repair (Minor)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	C	C
	Vehicle and Equipment Sale and Rental New or Used (Heavy)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N
	Vehicle and Equipment Sale or Rental New or Used (Light)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	N
	Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	P	N
	Warehouse Club	N	N	N	N	N	N	N	N	N	N	C	N	N	CP	N	N	N	N
	Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	P	P	N
	PUBLIC AND INSTITUTIONAL	Assembly, Place of	N	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C	C	C	NP	C	N	N
Commuter and Light Rail Facilities and Station		N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C	C
Earth Station (Satellite Dish Farm)		N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	P	N
Educational Facility		N	C	C	C	C	C	C	C	C	C	P	P	P	C	P	NC	N	N
Emergency Care Facility		N	N	N	N	N	N	N	N	N	N	P	P	C	NP	N	NP	N	N
Environmental Remediation Activities		N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P
Farmers' Market		N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	N	C
Heliport		N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	NC	C	N
Hospital		N	N	N	N	N	N	N	N	N	N	C	C	N	NC	N	NC	N	N
Liquor Store (State Owned)		N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	C	N	N
Major Facility of a Public Utility		C	C	C	C	C	C	C	C	C	C	C	N	N	C	N	C	C	C
Minor Facility of a Public Utility		P	P	P	P	P	P	P	P	P	P	C	C	P	C	C	P	P	P
Museum		N	N	N	N	N	N	N	N	N	N	P	P	C	C	P	N	N	N
Open Space and Trails		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Parks and Associated Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Park and Ride Facility		N	N	N	N	N	N	N	N	N	N	P	N	C	N	N	P	P	N
Power Plant		N	N	N	N	N	N	N	N	N	N	N	N	N	N	N		C	N
Public Use		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
Recycling Collection Center		N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
Recycling Processing Facility		N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Transit Passenger Hub (Intermodal)		N	N	N	N	N	N	N	N	N	N	P	P	N	C	N	C	C	C
Wireless Telecommunications Site/Facility		N	C ²	C ²	N	N	N	N	N	N	N	N	C ²	C ²	C ²	N	N	C ²	C ²
	Accessory Building	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	NP	p ²	NP	N	N
	Accessory Dwelling Unit	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N	N
	Accessory Dwelling Unit for Owner or Employee	N	P	P	N	N	N	N	N	N	N	N	N	N	N	P	C	C	N
	Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P ²	P ²	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N

ACCESSORY USES	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Home Day Care (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
	Home Occupation	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	P ²	N	N	N
	Home Preschool (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
	Home Preschool (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
	Household Pets, Noncommercial	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	P ²	N	N	N
	Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	C	P	N
	Seasonal Use	T ⁵	N	N	N	N	N	N	N	N	N	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	N	N
	Sign - Temporary	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶
	Swimming Pool	P	C ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	P ²	N	N	N
	Temporary Use	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵⁵	T ⁵	T
	Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	N	C

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. Use is allowed as an accessory use to a principle use.

4. Use shall not exceed 25% of the net square footage of a single building or development.

5. See VZC 15.26 for additional use standards.

6. See VZC 15.48 for signage requirements.

7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in Section 15.34.190 Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See Part 12 of Section 15.34.190 of the VZC.

8. Clinic Support Housing use shall not exceed 80% of the net square footage of a single building or development.

9. Use shall meet all licensing requirements as required by Utah State Code and conform to Section 15.34.210 Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.

EXHIBIT B

Downtown Vineyard (Town Center)

3.08.010 General Requirements (3) Use Table

Use Table. *Table: 3.08.010(1) Uses by District* . Uses by District outlines the permitted uses in each land use district. Each use is given one of the following designations for each zoning district in which that use is permitted.

Permitted ("P"). These uses are permitted by-right in the districts in which they are listed.

Requires a Conditional Use Permit ("C"). These uses require administrative review and approval in order to occur in the districts in which they are listed and must follow any applicable development standards associated with the use, as well as meet the requirements of the Conditional Use.

Listed uses that are not permitted in the district are indicated by "NP".

Table: 3.08.010(1) Uses by District

Uses	Districts				
	Downtown Station	Downtown Mixed Use	Village General	Lake Front Residential	Lake Front Commercial
Mixed Use	P	P	P	NP	P
Single-household Detached	p*	p*	p*	P	p*
Single-household Attached	p*	p*	P	P	p*
Multi-household	P	P	P	P	P
Student Housing	C	C	NP	NP	NP
Lodging	P	P	P	NP	P
Civic Building	P	P	P	NP	NP
Civic Space	P	P	P	P	P
Commercial	P	P	P	NP	P
Food and Beverage (F&B)	P	P	P	NP	P
Entertainment	P	P	P	NP	P
Office	P	P	P	NP	P
<u>Hospital</u>	<u>NP</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>NP</u>
<u>Medical Uses, Offices, Research</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>P</u>
Home occupations	P	P	P	P	P
Parking Structures	P	P	P	P	P

KEY: C - Conditional P - Permitted NP - Not Permitted

4. Prohibited Uses following uses are prohibited in Downtown Vineyard:

Automobile sales and leasing, except where no vehicles are stored outside.

Bail bonds

Billboards

Blood plasma center

Car title loan business

Check cashing/deferred deposit loan

Commercial outdoor recreation, except in the Lake Front Commercial District and events in Geneva Park

Detention facility/jail as a principal use

outdoor gun range

Outside storage of construction material and equipment, refuse outside of an approved container, junk such as inoperable vehicles and appliances, and other items not coincident with sales, seating, or retail display of adjacent businesses. Boat Storage in the Lake Front Commercial District does not

Moving truck rental

Non-stealth wireless communication facilities

Non-stealth radio towers

Indoor/Outdoor kennel as a principal use

Call services and service-oriented escort bureaus

Pawnshop

Sale and/or lease of mobile homes, travel trailers, campers, motorcycles and other recreational vehicles

Secondhand precious metal dealer/processor and/or precious gem dealer

Self-storage facility, excluding boat storage in the Lake Front Commercial District

Sexually-oriented business

Fraternity/sorority houses

Community Development

Date: December 6, 2023
From: Morgan Brim, Community Development Director
To: Planning Commission & City Council
Item: Public Hearing and Consideration of Homestead Development Agreement Amendment, Adding Live-Work Units to Pod 1
Location: Pod 1, Homestead Development
Applicant: Michael Olsen, Home Center Construction



SUMMARY

The applicant is proposing 56 live-work units located in Pod 1 of the Homesteads Community. A live-work unit combines residential living with commercial space operated by the occupant. The combining of both uses under one lease provides a cost-effective way for residents to start businesses without having to lease traditional commercial space. This is a unique opportunity for the city to provide 56 small businesses with an opportunity to efficiently enter the local economy and grow. The proposed development agreement shows the addition of 167 additional parking spaces mixed throughout the project area and within Vineyard Road. The final parking count will be analyzed during the site plan process. The amount of parking on the street may change due to final engineering.

➤ *Traffic-Street Parking*

The project engineer provided two letters, which are attached to this report. The first provides an overview of Gilson Engineering's traffic and parking analysis and indicates no capacity issues will negatively impact New Vineyard Road. The second letter recommends that street parking be oriented in a front pull-in configuration as opposed to a reverse angled orientation. He expresses concerns regarding the safety of erratic movements, and overcorrection to accommodate a new condition of reversed angled parking. The project will add a new trail on the north side of Pod 1 that will travel east-west to the rail trail along the east side of the project area. This trail will accommodate travelers who desire to bypass the New Vineyard Road section located in Pod 1. Additionally, both sides of the road will contain sidewalks.

➤ *Amenities*

The development agreement will provide four courtyard areas that will be programmed with tables, outdoor furniture, play areas and sport courts. A dog run will be located adjacent to the trail along the northern boundary of the project area. The developer will stub water and provide public parking onsite for trail access and for a community garden. The city will have the option to expand the community garden program in this area if the demand increases. Kelly Boren Memorial Park located on the south side of New Vineyard Road will be dedicated back to the HOA. The community HOA will be in a better position to maintain and program this open space than Vineyard City. Residents and employees of the live-work units will enjoy access to the club house and pool.

➤ *Office Building*

The development agreement permits a future office building within Courtyard 2 of about 5,000 sf. This building will architecturally blend in with materials being utilized within the site. This building will provide professional services, meeting space, coworking offices and other professional amenities to complement the live-work businesses onsite. The height of this building will not exceed two stories. The courtyard area will be required to have a finished appearance until the developer decides to construct the office building. A site plan will be required to be approved by the Planning Commission.

➤ *General Plan*

The General Plan is supportive of creating opportunities for new and local business growth. It provides site information regarding Vineyard's central location within the regional metro business area and proximity to Provo Regional Airport, Salt Lake International Airport, and universities. Strategic locations for commercial uses are mentioned to reduce retail leakage and is highlighted as a key opportunity. The use table within the Development Agreement will permit retail/food establishments that will serve residents and the business community. This project will assist with attracting new retail and professional businesses which is called out as a challenge in the General Plan. Goal 2 Strategy 4 states "Consider establishing and providing business incubator systems and assistance." This development provides 56 cost-effective spaces for new business startups.

PROPOSED MOTIONS

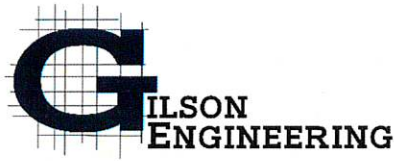
➤ *Planning Commission*

"I motion to recommend approval of Resolution 2023-50 Homesteads Pod 1 Live Work Units Development Agreement Amendment to the City Council."

➤ *City Council*

"I motion to approve Resolution 2023-50 Homesteads Pod 1 Live-Work Units Development Agreement Amendment."

ATTACHMENTS: Letters from Project Engineer, Proposed Resolution and Development Agreement



CONSULTING ENGINEERS AND SURVEYORS

12401 S 450 E, Unit C2

(801) 571-9414

Fax: (801) 571-9449

www.gilsonengineering.com

November 30, 2023

Naseem Ghandour
Public Works Director, City Engineer
Vinyard City

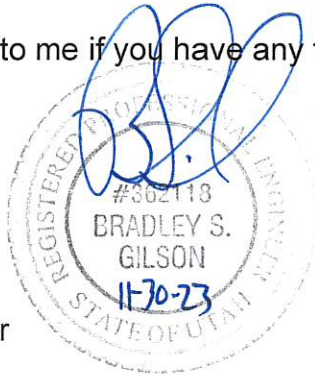
RE: Orchards Phase 7&8: Live/Work Traffic Impact

The proposal for Live/Work Units in Orchards Phase 7&8 will not have a negative impact the capacity of New Vinyard Road. Traffic capacity for New Vinyard road was based on unit count and is set. The number of units has not changed for phase 7&8 since the original plan, only the type of unit has changed. The Live/Work Units will require additional parking locations for potential customers. Additional Parking has been added to the north and south side of New Vinyard Road to mitigate the additional parking needs. But these additional parking needs do not have a negative impact on the capacity of New Vinyard Road.

Please reach out to me if you have any further questions or concerns.

Sincerely,

Brad Gilson, PE
Principal Engineer





CONSULTING ENGINEERS AND SURVEYORS

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Fax: (801) 571-9449

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November 30, 2023

Vinyard City Staff

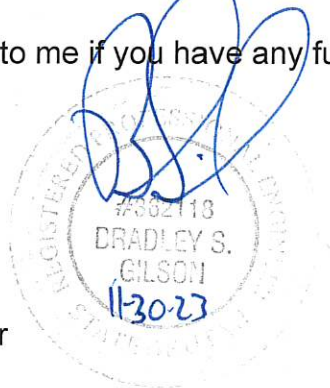
RE: Reverse Parking

I understand the functional benefits of reverse parking and applaud a city that is looking for better ways to utilize our limited space and infrastructure. I, personally, have promoted many new concepts and ideas as a city engineer. I appreciate the city's vision; however, I don't recommend back-in parking, based on my experience of launching new ideas because the public is used to driving and parking with standard loading stalls and backing up will induce different traffic movements then those that they are used to driving. I am concerned about the safety of erratic movements, or overcorrections to accommodate the new conditions which can present safety issues. This is why there is standardization for so many traffic features like geometric design and the size, type, and use of signs.

Please reach out to me if you have any further questions or concerns.

Sincerely,

Brad Gilson, PE
Principal Engineer



RESOLUTION 2023-50

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HOMESTEAD AT VINEYARD CITY, UTAH ADDING LIVE WORK UNITS WITH VINEYARD HOMESTEADS DEVELOPMENT 2012, LLC

WHEREAS, Vineyard Homesteads Development 2012, LLC, is the owner and developer of property (the “Property”) within Vineyard City; and

WHEREAS, the Property is located within the Vineyard City and governed by the current Homestead at Vineyard Development Agreement; and

WHEREAS, the City and the Developer, desire to enter into an agreement to permit the construction of live-work units and an office building to facilitate the growth of small businesses in the City; and

WHEREAS, the Vineyard City Council has reviewed the proposed Agreement and finds it is in the public interest and will promote the public welfare to approve the agreement as proposed, and desires to enter into said Agreement for the benefit of its residents;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. Approval. That certain Agreement with Vineyard Homesteads Development 2012, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. 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 Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this _____ day of _____, 2023.

Mayor

Attest:

Recorder

Exhibit A: Third Amendment to the Homestead at Vineyard Development Agreement

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HOMESTEAD AT VINEYARD CITY, UTAH

This Third Amendment to the Homestead at Vineyard Development Agreement (“Third Amendment”) is entered into this ____ day of _____, 2023 (“Effective Date”), by and between Vineyard City, a Utah Municipal Corporation (“City”, and Vineyard Homesteads Development 2012, LLC (“Developer”). City and Developer are hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. Vineyard City and Anderson Development Services, Inc., and other property owners first entered into this Development Agreement on January 31, 2006 (“Original Agreement”).

B. The Original Agreement has been amended twice since – first on May 9, 2007 (“First Amendment”), and again on July 11, 2012 (“Second Amendment”).

C. The Original Agreement, First Amendment, Second Amendment, and this Third Amendment are hereinafter referred to collectively as the “Development Agreement”).

D. At the time of the Original Agreement, Anderson Development owned and controlled certain real property located within the boundaries of the City, which property was approximately 319 acres, as more particularly described in Exhibits A, B, C, D, E, and F, attached hereto (“Project Area”).

E. Vineyard Homesteads Development 2012, LLC is the successor in interest of Anderson Development, and is the Developer pursuant to the Development Agreement.

F. Developer has entitled the Property referred to as Sub-Area 1, pursuant to the Development Agreement, and has filed the appropriate Plats and made the appropriate dedications necessary to develop multi-family housing within Sub-Area 1.

G. The specific development for Sub-Area 1 is referred to as Orchards at Vineyard – PUD.

H. Developer and City have identified a need for more specific parking and other requirements related to Orchards at Vineyard – PUD, within the Sub-Area 1 development, and desire now to amend the Development Agreement to identify the requirements for Orchards at Vineyard – PUD, within Sub-Area 1.

I. Developer and City have also agreed to amend the requirements for development and use related to Orchards at Vineyard – PUD as set forth in this Third Amendment.

AGREEMENT

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, and to accomplish the mutual goals of the City and Developer, which include the coordinated development of the Project Area, and more specifically Sub-Area 1, to achieve a development of the highest quality, the parties hereby agree and enter into to this Third Amendment to the Development Agreement, with the intent to be legally bound, as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and are explicitly made a part of this Third Amendment to the Development Agreement.

2. Parking Requirements. Developer shall provide parking in each phase of development within Sub-Area 1 consistent with the map shown in Exhibit A, by reference made a part hereof, which map and parking management requirements shall apply to the development known as The Orchards at Vineyard PUD – Phase 1, and all future phases of the project located within Sub-Area 1 as set forth therein. Developer or assignee of Developer shall be required to install, and maintain, as part of the said Project, the minimum number of parking stalls designated for each phase of the said Project and in the locations specified unless otherwise approved by Vineyard City.

Parking spaces shown within the public rights of way on Vineyard Road and Cortona Lane shall be installed by developer concurrent with the Phase of development that is adjacent to the parking spaces shown. For example, upon development of Phase 1, parking spaces shown on Cortona Lane adjacent to Phase 1 shall be installed and developed with the development and construction of Phase 1. Parking spaces adjacent to Phase 2 lying within the right of way for Cortona Lane shall be installed and developed at the time of development and construction of Phase 2 Units. Similarly, parking shown adjacent to Phases 3-8, lying within Vineyard Road shall be installed and developed at the time of development and construction of Units in each respective Phase.

3. Regulation of Parking. Parking located within the public right-of-way will be maintained and managed by the city. Developer may enter into an overnight parking permit program with Vineyard City. The Developer shall be required to receive approval of street parking locations from the City prior to construction.

4. Parking within the Project Area but not located in the public right of way shall be managed by Developer, either directly or by passing control to the Homeowners Association for the Project Area (“Association”). Except for those parking spaces located near the live-work units and marked for public parking by patrons of the businesses contained within those live-work units, all parking within the Orchards at Vineyard - PUD without a permit issued by the Association or the City shall be prohibited. Except for parking in the public rights of ways, the Association shall have power to regulate such parking, including times of use, by posting signs and adopting such enforcement means as the Association shall determine, including but not limited to imposing fines, placing parking “boots” immobilizing unpermitted vehicles, towing and impounding unpermitted vehicles, or taking other enforcement action as the Association may determine. The Association may adopt such rules and regulations for use of unassigned parking as it may

determine. In general, all overnight parking within such areas without a permit issued by the Association and displayed prominently on any vehicle shall be prohibited, to such regulation as the Association may impose.

5. Amenities. In the recorded Covenants, Conditions, and Restrictions for the Orchards at Vineyard – PUD, Developer shall grant the residents and employees of the live-work units access to the Clubhouse. Developer to stub water to the community garden area on the west side, as indicated in Exhibits A. Kelly Boren Park shall be transferred back to Developer and maintained by the Association. Developer shall improve the dog park area including fencing and a dog drink station or fountain.

6. Vineyard Road Crosswalks. Developer shall install crosswalks in compliance with City standards as approved by City Engineer at the locations indicated in Exhibit A.

7. Limitations Related to Occupancy. Occupancy of Units located within Sub-Area 1 and the Orchards at Vineyard – PUD shall be limited such that Units may not be occupied for residential purposes by more than three unrelated persons, whether as Owners, Guests, or Tenants. The Association may regulate such use with fines, assessments and rights of eviction, as determined by the Association. The CCR's and Association bylaws shall be amended as required to provide for these occupancy limitations.

8. Allowed Uses for Phases 7 and 8 of Orchards at Vineyard – PUD. The City of Vineyard has authorized that Phases 7 and 8, located in Pod 1, Sub-Area 1, and within the Orchards at Vineyard-PUD shall be authorized as “Live-Work Units” in which Owners may use the first floor of the Units for commercial purposes and the remainder of the Units shall be limited to use for residential purposes as otherwise allowed and limited within the Orchards at Vineyard – PUD. Exhibits G, H, I and J attached hereto and incorporated herein by reference, sets forth the preliminary designs, unit configurations and anticipated styles and uses of the units in Phases 7 and 8. Non-residential uses shall include the following as allowed businesses and uses (except as indicated below):

- Software Development
- Home Occupations as authorized by Vineyard City Ordinances.
- Professional Office
- Bakery and baked goods (provided a commercial hood is not required unless required building permits are obtained by the City)
- Specialty Retail
- Photographic Services
- Coffee/Soda Shop
- Sandwich Shop
- Personal Care Services
- Advertising Services (office only – no outside storage) Office Services

- Jewelry, Watch & Clock Service and Repair
- Computer and Electronics Repairs
- Pottery/Art Gallery
- Pet Grooming (fully enclosed within building. No Pet Boarding. Daytime Operations – 7a.m. – 6 p.m.)
- Interior Design Services (Office Only)
- Dwelling and Building Services (Office only – no outside storage)
- Building Materials and Design (Office only – no outside storage)
- Daycare – Compliant with State regulations. Only available through Conditional Use Permit

A future phase of the project will include the construction of an office building to be located as shown in Exhibit A. This office building will be for the purpose of providing professional services, meeting/event space, coworking offices and other professional amenities to complement the Live-Work Businesses located on site. This office building will not contain a height above two stories. The proposed courtyard where the future office building will be located shall be constructed in a finished manner until such time the office building is constructed.

5. Effect of Amendments. Except as provided in this Third Amendment to Development Agreement, and except where the amendments herein contradict or modify the Development Agreement, the Development Agreement and subsequent First and Second Amendments shall remain in full force and effect. Any conflicts between the provisions of this Amendment and the Development Agreement and subsequent First and Second Amendments shall be resolved in favor of this Third Amendment. To the extent Exhibits attached hereto shall modify existing Exhibits, the Exhibits attached hereto shall control.

SIGNATURE PAGES FOLLOW:

Signed and Dated this _____ day of _____, 2023.

CITY OF VINEYARD:

JULIE FULLMER, Mayor

ATTEST:

City Clerk/Recorder

APPROVED AS TO FORM:

Vineyard City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this day of _____, 2023, before me, _____, a notary public, personally appeared JULIE FULLMER, as Mayor of THE CITY OF VINEYARD, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same for and on behalf of THE CITY OF VINEYARD.

Notary
Public

DEVELOPER:

Vineyard Homesteads Development 2012, LLC
A Utah limited liability
company By Pro-management
– Utah, LLC Its Manager

Glen R. Pettit, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this day of_____, 2023, before me,_____, a notary public, personally appeared GLEN R. PETTIT, as Manager of Pro Management - Utah, LLC, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same for and on behalf of Vineyard Homesteads Development 2012, LLC, the Developer.

Notary Public

Project Area Exhibits A, B, C, D, E and F

SECTION AREAS

SECTION A	OLD VINEYARD ROAD ADJUSTMENTS
SECTION B	NEW VINEYARD ROAD SURFACE
SECTION C	NEW VINEYARD ROAD UNDERGROUND
SECTION D	UNDERGROUND UTILITIES TO HOLDAWAY
SECTION E	PHASE 1 (47 UNITS)
SECTION F	CORTONA LANE SURFACE
SECTION G	PHASE 2 (20 UNITS)
SECTION H	5' WALKWAY AROUND PARK 3793 SQFT
SECTION I	NORTH PROPERTY FOR FUTURE BRIDGE
SECTION J	10' TRAIL
SECTION K	PROPERTY WEST OF 10' TRAIL

PHASE	# UNITS
PHASE 1	47
PHASE 2	20
PHASE 3	47
PHASE 4	35
PHASE 5	37
PHASE 6	46
PHASE 7	33
-GARAGE	13
PHASE 8	23
-GARAGE	11
TOTAL:	288
- GARAGE	24

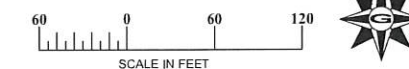
POD 1 SECTIONS A-K EXHIBIT A

B:#-X =
BUILDING
NUMBER AND
TYPE

NEW PARKING COUNTS:

VINEYARD ROAD NORTH:	49
VINEYARD ROAD SOUTH:	47
PHASE 1:	16
PHASE 2:	22
PHASE 7&8:	15
PHASE 8 R.O.W. TRAIL:	18
TOTAL NEW PARKING: FOR POD 1	167
PHASE 5-6 ADD PARALLEL:	22

POD 1: 288 UNITS
28.0 ACRES



NOTE:

DIMENSIONS SHOWN ALONG VINEYARD ROAD ARE NEW BACK OF CURB TO NEW BUILDING FACE OF WALL.

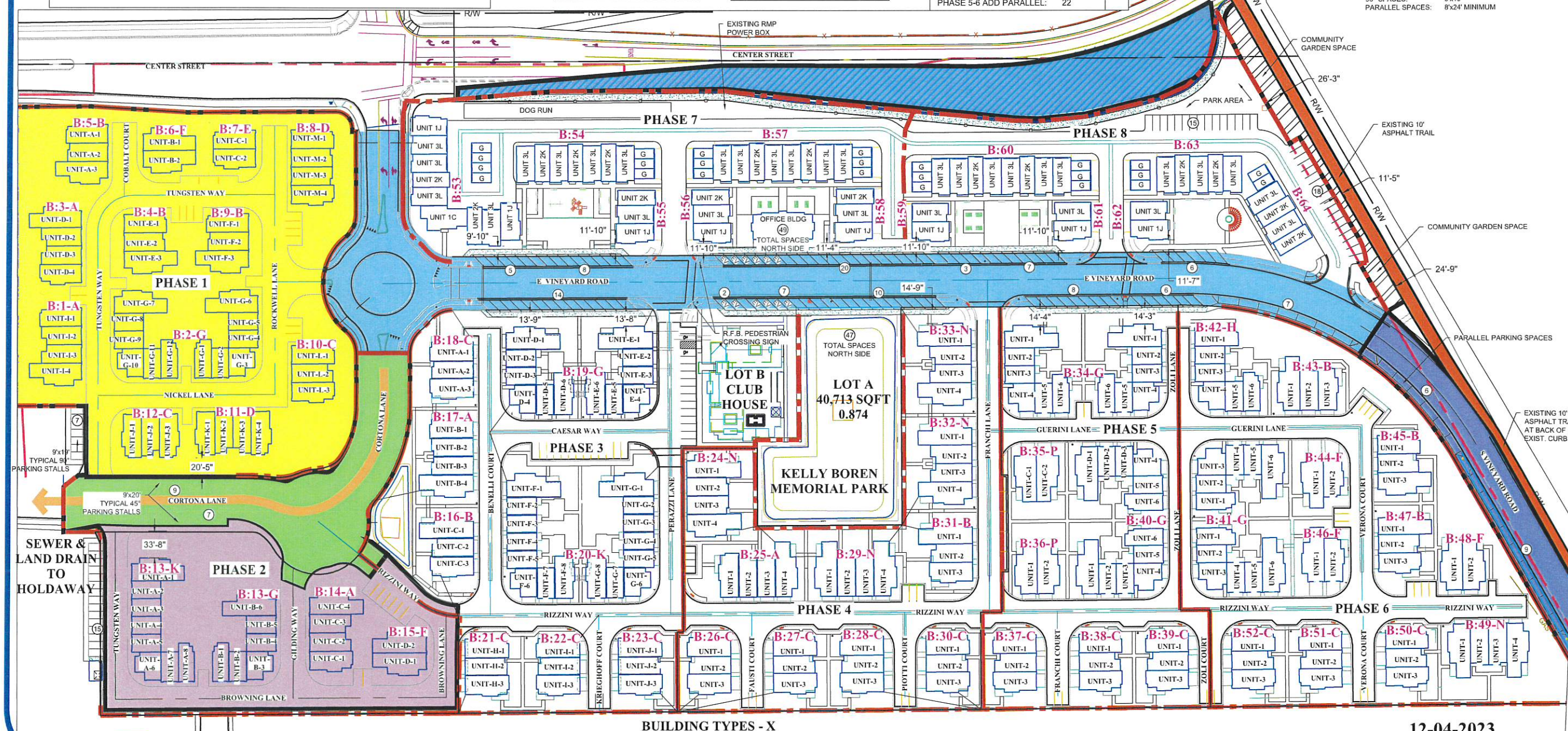
1-2 CLEAN STATIONS PER PHASE TO BE INSTALLED.

EXISTING VINEYARD ROAD STRIPING:

1' SHOULDER
12' DRIVE LANE
12" TWLTL
12' DRIVE LANE
1' SHOULDER

PARKING SPACE DIMENSIONS-STRIPING LENGTH

45' SPACES: 9'x20' MINIMUM
90' SPACES: 9'x19'
PARALLEL SPACES: 8'x24' MINIMUM



BUILDING TYPES - X

12-04-2023



EXHIBIT B
VINEYARD ORCHARDS - HOMESTEADS - POD 1 PHASE 1

	City	Building / Unit	Address	Parcel
1	Vineyard	1.1 / Bldg 1	44 S Tungsten Way	48:553:0030
2	Vineyard	1.1 / Bldg 1	48 S Tungsten Way	48:553:0031
3	Vineyard	1.1 / Bldg 1	52 S Tungsten Way	48:553:0032
4	Vineyard	1.1 / Bldg 1	54 S Tungsten Way	48:553-0033
5	Vineyard	1.1 / Bldg 2	451 E Nickel Ln	48-553-0018
6	Vineyard	1.1 / Bldg 2	453 E Nickel Ln	48-553-0019
7	Vineyard	1.1 / Bldg 2	457 E Nickel Ln	48:553:0020
8	Vineyard	1.1 / Bldg 2	50 S Rockwell Ln	48:553:0021
9	Vineyard	1.1 / Bldg 2	46 S Rockwell Ln	48:553:0022
10	Vineyard	1.1 / Bldg 2	42 S Rockwell Ln	48:553:0023
11	Vineyard	1.1 / Bldg 2	43 S Tungsten Way	48:553:0024
12	Vineyard	1.1 / Bldg 2	45 S Tungsten Way	48:553:0025
13	Vineyard	1.1 / Bldg 2	49 S Tungsten Way	48:553:0026
14	Vineyard	1.1 / Bldg 2	437 E Nickel LN	48:553:0027
15	Vineyard	1.1 / Bldg 2	439 E Nickel LN	48:553:0028
16	Vineyard	1.1 / Bldg 2	441 E Nickel LN	48:553:0029
17	Vineyard	1.1 / Bldg 3	24 S Tungsten Way	48:553:0008
18	Vineyard	1.1 / Bldg 3	28 S Tungsten Way	48:553:0009
19	Vineyard	1.1 / Bldg 3	34 S Tungsten Way	48:553:0010
20	Vineyard	1.1 / Bldg 4	29 S Tungsten Way	48:553:0012
21	Vineyard	1.1 / Bldg 4	31 S Tungsten Way	48:553:0013
22	Vineyard	1.1 / Bldg 4	35 S Tungsten Way	48:553:0014
23	Vineyard	1.1/Bldg 5	8 S Cobalt CT	48:553:0001
24	Vineyard	1.1/Bldg 5	14 S Cobalt CT	48:553:0002
25	Vineyard	1.1/Bldg 5	18 S Cobalt CT	48:553:0003
26	Vineyard	1.1 / Bldg 6	13 S Cobalt CT	48:553:0004
27	Vineyard	1.1 / Bldg 6	17 S Cobalt CT	48:553:0005
28	Vineyard	1.1 / Bldg 7	12 S Rockwell Ln	48:553:0006
29	Vineyard	1.1 / Bldg 7	16 S Rockwell Ln	48:553:0007
30	Vineyard	1.1 / Bldg 8	11 S Rockwell Ln	48:553:0044
31	Vineyard	1.1 / Bldg 8	15 S Rockwell Ln	48:553:0045
32	Vineyard	1.1 / Bldg 8	19 S Rockwell Ln	48:553:0046
33	Vineyard	1.1 / Bldg 8	21 S Rockwell Ln	48:553:0047
34	Vineyard	1.1 / Bldg 9	26 S Rockwell Ln	48:553:0015
35	Vineyard	1.1 / Bldg 9	32 S Rockwell Ln	48:553:0016
36	Vineyard	1.1 / Bldg 9	36 S Rockwell Ln	48:553:0017
37	Vineyard	1.1 / Bldg 10	51 S Rockwell Ln	48:553:0041
38	Vineyard	1.1 / Bldg 10	53 S Rockwell Ln	48:553:0042
39	Vineyard	1.1 / Bldg 10	57 S Rockwell Ln	48:553:0043
40	Vineyard	1.1 / Bldg 11	452 E Nickel Ln	48:553:0037
41	Vineyard	1.1 / Bldg 11	454 E Nickel Ln	48:553:0038
42	Vineyard	1.1 / Bldg 11	458 E Nickel Ln	48:553:0039
43	Vineyard	1.1 / Bldg 11	462 E Nickel Ln	48:553:0040
44	Vineyard	1.1 / Bldg 12	436 E Nickel Ln	48-553-0034
45	Vineyard	1.1 / Bldg 12	438 E Nickel Ln	48:553:0035
46	Vineyard	1.1 / Bldg 12	444 E Nickel Ln	48:553:0036

EXHIBIT C
VINEYARD ORCHARDS - HOMESTEADS - POD 1 PHASE 2

	City	Building / Unit	Address	Parcel
1	Vineyard	Bldg. 13 / A-1	91 S Tungsten Way	48:575:0001
2	Vineyard	Bldg. 13 /A-2	93 S Tungsten Way	48:575:0002
3	Vineyard	Bldg. 13 /A-3	97 S Tungsten Way	48:575:0003
4	Vineyard	Bldg. 13 /A-4	99 S Tungsten Way	48:575:0004
5	Vineyard	Bldg. 13 /A-5	103 S Tungsten Way	48:575:0005
6	Vineyard	Bldg. 13 /A-6	441 E Browning Lane	48:575:0006
7	Vineyard	Bldg. 13 /A-7	443 E Browning Lane	48:575:0007
8	Vineyard	Bldg. 13 /A-8	447 E Browning Lane	48:575:0008
9	Vineyard	Bldg. 13 /B-1	453 E Browning Lane	48:575:0009
10	Vineyard	Bldg. 13 /B-2	457 E Browning Lane	48:575:0010
11	Vineyard	Bldg. 13 /B-3	461 E Browning Lane	48:575:0011
12	Vineyard	Bldg. 13 /B-4	104 S Gilding Way	48:575:0012
13	Vineyard	Bldg. 13 /B-5	98 S Gilding Way	48:575:0013
14	Vineyard	Bldg. 13 /B-6	96 S Gilding Way	48:575:0014
15	Vineyard	Bldg. 14 /C-1	107 S Gilding Way	48:575:0015
16	Vineyard	Bldg. 14 /C-2	103 S Gilding Way	48:575:0016
17	Vineyard	Bldg. 14 /C-3	99 S Gilding Way	48:575:0017
18	Vineyard	Bldg. 14 /C-4	97 S Gilding Way	48:575:0018
19	Vineyard	Bldg. 15 /D-1	106 S Browning Lane	48:575:0019
20	Vineyard	Bldg. 15 /D-2	102 S Browning Lane	48:575:0020

EXHIBIT D
VINEYARD ORCHARDS - HOMESTEADS - POD 1 PHASE 3

	City	Building / Unit	Address	Parcel
1	Vineyard	Bldg. 16 / A-1	50 S Benelli Ct	48:576:0001
2	Vineyard	Bldg. 16 /A-2	54 S Benelli Ct	48:576:0002
3	Vineyard	Bldg. 16 /A-3	58 S Benelli Ct	48:576:0003
4	Vineyard	Bldg. 17 /B-1	64 S Benelli Ct	48:576:0004
5	Vineyard	Bldg. 17 /B-2	66 S Benelli Ct	48:576:0005
6	Vineyard	Bldg. 17 /B-3	72 S Benelli Ct	48:576:0006
7	Vineyard	Bldg. 17 /B-4	74 S Benelli Ct	48:576:0007
8	Vineyard	Bldg. 18 /C-1	82 S Benelli Ct	48:576:0008
9	Vineyard	Bldg. 18 /C-2	86 S Benelli Ct	48:576:0009
10	Vineyard	Bldg. 18 /C-3	90 S Benelli Ct	48:576:0010
11	Vineyard	Bldg. 19 /D-1	49 S Benelli Ct	48:576:0011
12	Vineyard	Bldg. 19 /D-2	53 S Benelli Ct	48:576:0012
13	Vineyard	Bldg. 19 /D-3	55 S Benelli Ct	48:576:0013
14	Vineyard	Bldg. 19 /D-4	509 E Caesar Way	48:576:0014
15	Vineyard	Bldg. 19 /D-5	513 E Caesar Way	48:576:0015
16	Vineyard	Bldg. 19 /D-6	515 E Caesar Way	48:576:0016
17	Vineyard	Bldg. 19 /E-1	48 S Perazzi Ln	48:576:0017
18	Vineyard	Bldg. 19 /E-2	52 S Perazzi Ln	48:576:0018
19	Vineyard	Bldg. 19 /E-3	56 S Perazzi Ln	48:576:0019
20	Vineyard	Bldg. 19 /E-4	525 E Caesar Way	48:576:0020
21	Vineyard	Bldg. 19 /E-5	523 E Caesar Way	48:576:0021
22	Vineyard	Bldg. 19 /E-6	521 E Caesar Way	48:576:0022
23	Vineyard	Bldg. 20 /F-1	75 S Benelli Ct	48:576:0023
24	Vineyard	Bldg. 20 /F-2	77 S Benelli Ct	48:576:0024
25	Vineyard	Bldg. 20 /F-3	81 S Benelli Ct	48:576:0025
26	Vineyard	Bldg. 20 /F-4	85 S Benelli Ct	48:576:0026
27	Vineyard	Bldg. 20 /F-5	87 S Benelli Ct	48:576:0027
28	Vineyard	Bldg. 20 /F-6	508 E Rizzini Way	48:576:0028
29	Vineyard	Bldg. 20 /F-7	512 E Rizzini Way	48:576:0029
30	Vineyard	Bldg. 20 /F-8	514 E Rizzini Way	48:576:0030
31	Vineyard	Bldg. 20 /G-1	76 S Perazzi Ln	48:576:0031
32	Vineyard	Bldg. 20 /G-2	78 S Perazzi Ln	48:576:0032
33	Vineyard	Bldg. 20 /G-3	80 S Perazzi Ln	48:576:0033
34	Vineyard	Bldg. 20 /G-4	84 S Perazzi Ln	48:576:0034
35	Vineyard	Bldg. 20 /G-5	88 S Perazzi Ln	48:576:0035
36	Vineyard	Bldg. 20 /G-6	526 E Rizzini Way	48:576:0036
37	Vineyard	Bldg. 20 /G-7	524 E Rizzini Way	48:576:0037
38	Vineyard	Bldg. 20 /G-8	522 E Rizzini Way	48:576:0038
39	Vineyard	Bldg. 21 /H-1	105 S Browning Ln	48:576:0039
40	Vineyard	Bldg. 21 /H-2	109 S Browning Ln	48:576:0040
41	Vineyard	Bldg. 21 /H-3	113 S Browning Ln	48:576:0041
42	Vineyard	Bldg. 22 /I-1	104 S Kreighoff Ct	48:576:0042
43	Vineyard	Bldg. 22 /I-2	108 S Kreighoff Ct	48:576:0043
44	Vineyard	Bldg. 22 /I-3	112 S Kreighoff Ct	48:576:0044
45	Vineyard	Bldg. 23 /J-1	103 S Kreighoff Ct	48:576:0045
46	Vineyard	Bldg. 23 /J-2	107 S Kreighoff Ct	48:576:0046
47	Vineyard	Bldg. 23 /J-3	111 S Kreighoff Ct	48:576:0047

EXHIBIT E
VINEYARD ORCHARDS – HOMESTEADS – POD 1 PHASES 4,5 & 6
BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT A PER NEW VINEYARD SUBDIVISION RECORDED AS ENTRY NUMBER 129073:2017 IN THE UTAH COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING LOCATED NORTH 89°38'03" EAST 3630.87 FEET AND SOUTH 0°21'57" EAST 297.82 FEET FROM THE UTAH COUNTY BRASS CAP MONUMENT FOUND IN 2023 AND STAMPED "RESET 2013" REPRESENTING THE WEST ¼ CORNER OF SAID SECTION 17. SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS LOCATED NORTH 89°38'03" EAST 3630.91' AND SOUTH 0°21'57" EAST 297.76 FEET FROM THE HISTORIC (PER PREVIOUS PHASES OF THE ORCHARDS @ VINEYARD PUD SUBDIVISIONS AND RELATED DEED DESCRIPTIONS) POSITION OF THE WEST ¼ CORNER OF SAID SECTION 17; AND RUNNING ALONG THE SOUTHERLY LINE OF NEW VINEYARD ROAD THE FOLLOWING THREE COURSES; NORTH 89°38'03" EAST 345.56 FEET TO A POINT OF CURVATURE WITH A 368.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 387.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°17'59" (CHORD SOUTH 60°12'57" EAST 369.67 FEET); THENCE SOUTH 30°03'58" EAST 339.95 FEET; THENCE SOUTH 89°33'46" WEST 1104.83 FEET TO THE SOUTHEAST CORNER OF THE ORCHARDS AT VINEYARD PUD PHASE 3 PER ENTRY NUMBER 44383:2023 AS RECORDED IN THE UTAH COUNTY RECORDERS OFFICE; THENCE ALONG SAID PHASE BOUNDARY THE FOLLOWING THREE COURSES, NORTH 0°27'53" WEST 95.42 FEET; THENCE NORTH 89°33'46" EAST 7.63 FEET; THENCE NORTH 0°26'14" WEST 219.86 FEET TO A POINT ON THE SOUTH LINE OF THE ORCHARDS AT VINEYARD CLUBHOUSE PUD; THENCE EAST 90.01 FEET TO A POINT ON THE WEST LINE OF LOT A PER THE NEW VINEYARD SUBDIVISION; THENCE SOUTH 0°25'21" EAST 93.17 FEET ALONG SAID LOT LINE; THENCE NORTH 89°34'30" EAST 174.23 FEET ALONG THE SOUTH LINE OF SAID LOT A; THENCE NORTH 0°26'19" WEST 260.61 FEET ALONG THE EASTERLY LINE OF SAID LOT A TO THE POINT OF BEGINNING.

CONTAINS APPROX 9.08 ACRES

EXHIBIT F
VINEYARD ORCHARDS – HOMESTEADS – POD 1 PHASES 7 & 8
BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89°38'03" EAST 3062.04 FEET AND SOUTH 00°21'57" EAST 47.29 FEET FROM THE UTAH COUNTY BRASS CAP MONUMENT FOUND IN 2023 AND STAMPED "RESET 2013" REPRESENTING THE WEST ¼ CORNER OF SAID SECTION 17. SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS LOCATED NORTH 89°38'03" EAST 3062.08 FEET AND SOUTH 00°21'57" EAST 47.16 FEET FROM THE HISTORIC (PER PREVIOUS PHASES OF THE ORCHARDS @ VINEYARD PUD SUBDIVISIONS AND RELATED DEED DESCRIPTIONS) POSITION OF THE WEST ¼ CORNER OF SAID SECTION 17; AND RUNNING THENCE NORTH 89°37'39" EAST 356.28 FEET; THENCE SOUTH 82°27'12" EAST 87.74 FEET; THENCE SOUTH 84°36'20" EAST 266.25 FEET; THENCE SOUTH 88°47'47" EAST 28.47 FEET; THENCE NORTH 84°30'49" EAST 58.22 FEET; THENCE NORTH 77°16'14" EAST 61.30 FEET; THENCE NORTH 74°52'20" EAST 45.80 FEET TO A POINT OF CURVATURE WITH A 85.00 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 84.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°45'10" (CHORD BEARS NORTH 46°29'44" EAST 80.79 FEET); THENCE SOUTH 89°59'57" EAST 53.15 FEET; THENCE SOUTH 29°52'16" EAST 337.22 FEET; THENCE SOUTH 60°07'44" WEST 24.43 FEET TO A POINT ON THE NORTHEASTERLY LINE OF NEW VINEYARD ROAD RIGHT OF WAY PER MAP ENTRY # 2017-129073; THENCE CONTINUING 255.93 FEET NORTHWESTERLY ALONG THE ARC OF A 432.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°56'40" (CENTER BEARS SOUTH 33°34'34" WEST) THENCE SOUTH 89°38'03" WEST 886.58 FEET TO A POINT OF CURVATURE WITH A 35 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°13'55" TO A POINT OF REVERSE CURVATURE WITH A 72 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 15.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'51" TO A POINT OF REVERSE CURVATURE WITH A 35 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°13'55"; THENCE NORTH 00°21'57" WEST 115.11 FEET TO A POINT OF CURVATURE WITH A 20 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'36"; THENCE NORTH 89°37'39" EAST 3.62 FEET TO THE POINT OF BEGINNING.

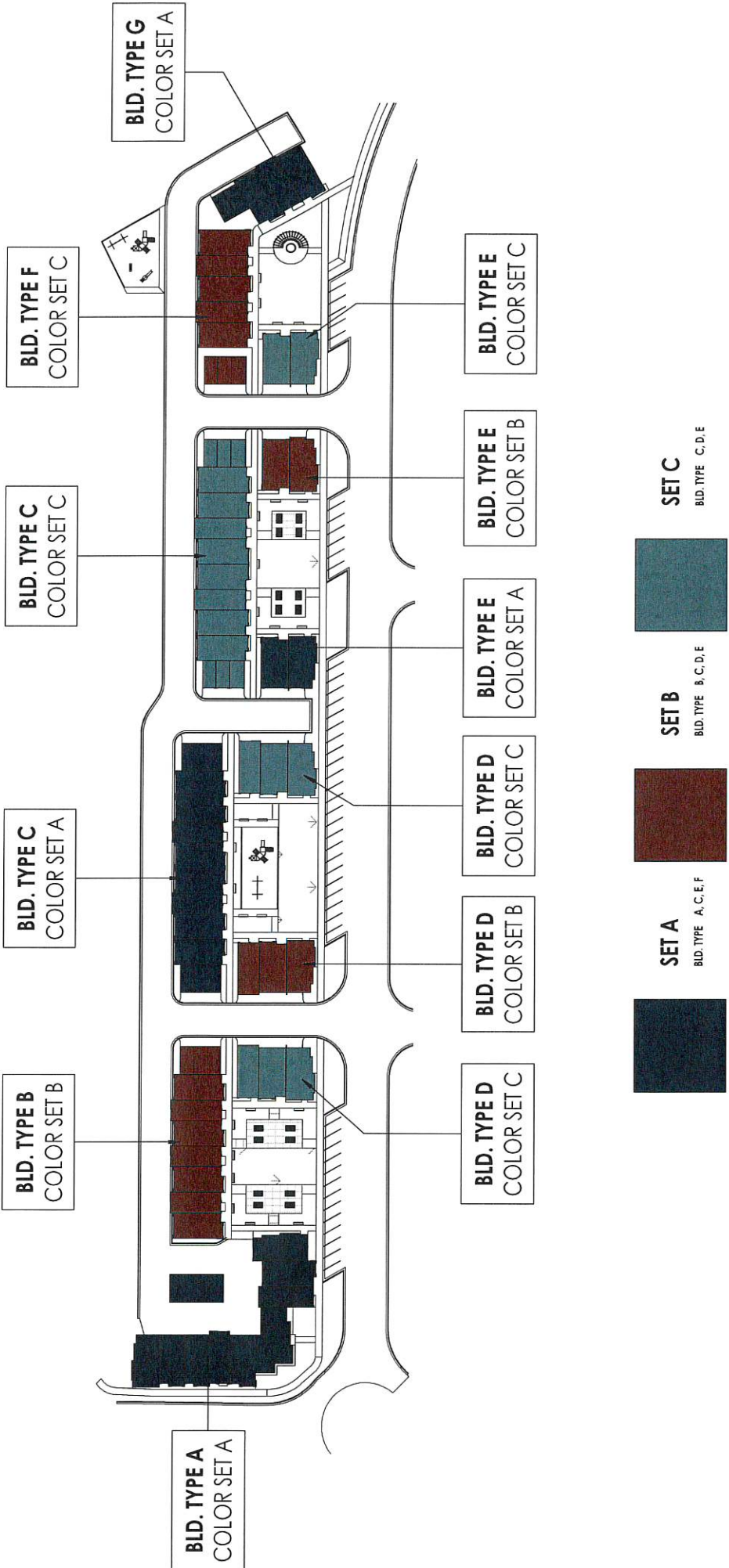
Tax ID: 18-018-0057

Tax ID: 18-018-0065

Preliminary Designs, Unit Configurations & Anticipated Styles Exhibits G, H, I and J

SITE BUILDING COLOR KEY

EXHIBIT G



COLORS ARE REPRESENTATIONAL ONLY

COLOR SET A - MATERIAL BOARD

EXHIBIT H



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



Color 1
Dress Blue
Sherwin Williams
SW 9176



Color 2
Tinsmith
Sherwin Williams
SW 7657



Storefront/ Windows
Dark Bronze
or similar approved color

Color 3
Extra White
Sherwin Williams
SW 7006

COLOR SET B - MATERIAL BOARD

EXHIBIT I



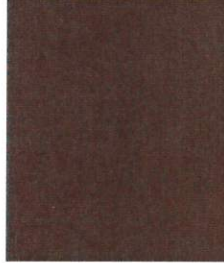
Corrugated Roof
Natural Texture
Jarden Zinc



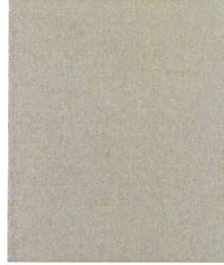
Asphalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



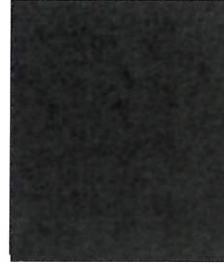
Color 1
Aresting Auburn
Sherwin Williams
SW 6034



Color 2
Balanced Beige
Sherwin Williams
SW 7037



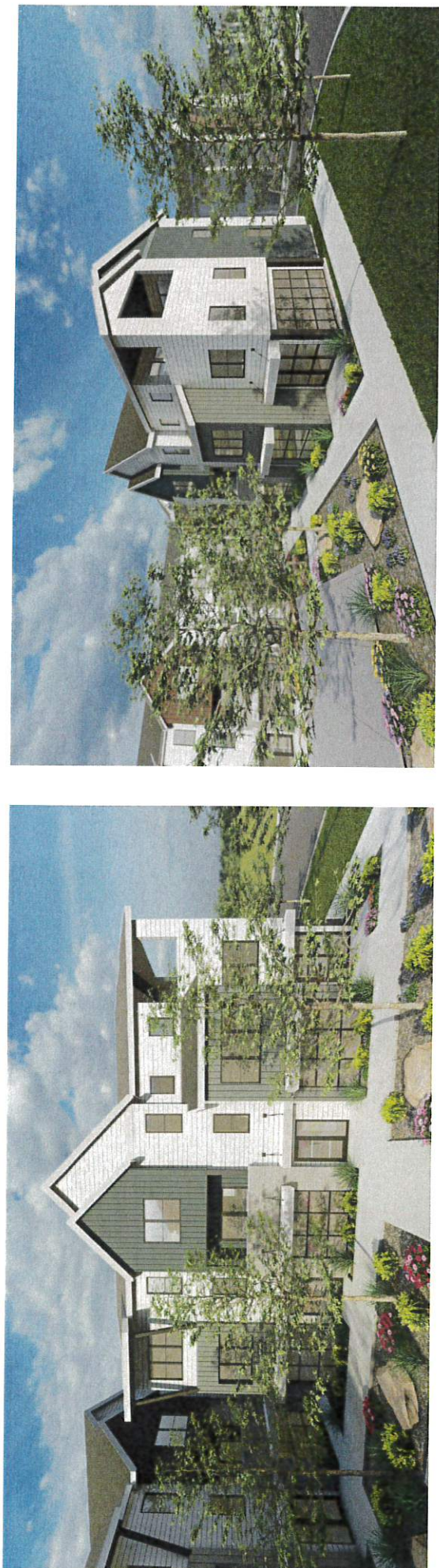
Color 3
Torque White
Sherwin Williams
SW 7003



Storefront/ Windows
Dark Bronze
or similar approved color

COLOR SET C - MATERIAL BOARD

EXHIBIT J



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



Color 1
Still Water
Sherwin Williams
SW 6223



Color 2
Homburg Gray
Sherwin Williams
SW 7622



Color 3
Snowdrop
Sherwin Williams
SW 6511



Storefront/ Windows
Dark Bronze
or similar approved color



THE ORCHARDS, PHASE 7 & 8
VINYARD, UTAH

COLORS ARE REPRESENTATIONAL ONLY



Community Development

Date: December 6, 2023
From: Cache Hancey, Planner
To: Planning Commission & City Council
Item: 2.4 East Geneva Land Donation and Development Agreement Work Session
Location: Parcel Serial #17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004
Applicant: Peter Evans, Anderson Geneva LLC



SUMMARY

Peter Evans with Anderson Geneva LLC is requesting approval of a land donation and development agreement between Vineyard City and Anderson Geneva LLC.

As the East Geneva property is developed, proper transportation infrastructure is required to improve traffic flow and provide access to the properties throughout. Anderson Geneva LLC is requesting to donate the underlying right of way of the Mill Road alignment as currently shown in the City's master transportation plan, as adjusted during final engineering. The donation will require that the parties agree that the donative value will be established by a MAI appraisal for income tax donation purposes. The city will assume full responsibility for the ownership and maintenance of the road and improvements.

Further, the development agreement guarantees vested rights for Anderson Geneva LLC and any of its purchasers, transferees, affiliates, successors, and assigns to own, develop, and construct all portions of the properties in accordance with current city laws and zoning regulations that are in effect as of the date of this agreement.

ATTACHMENTS:

Proposed Development Agreement and Exhibits

RESOLUTION 2023-51

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING A LAND DONATION AND DEVELOPMENT AGREEMENT WITH ANDERSON GENEVA, LLC

WHEREAS, Anderson Geneva, LLC, is the owner and developer of property (the “Property”) within Vineyard City; and

WHEREAS, the Property is located within the Vineyard Town Redevelopment Project Area and is governed by the Geneva Urban Renewal Area Project Area Plan as amended February 9, 2011; and

WHEREAS, the City and Anderson Geneva, LLC, desire to enter into that certain Land Donation and Development Agreement, attached hereto as Exhibit A and incorporated herein by reference, to govern development of the property in accordance with the understanding of the parties;

WHEREAS, the Vineyard City Council has reviewed the proposed Agreement with Anderson Geneva, LLC, finds it is in the public interest and will promote the public welfare to approve the agreement as proposed, and desires to enter into said Agreement for the benefit of its residents;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. Approval. That certain Agreement with Anderson Geneva, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. 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 Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this ____ day of ____, 2023.

Mayor

Attest:

Recorder

LAND DONATION AND DEVELOPMENT AGREEMENT

THIS LAND DONATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered as of the _____ day of _____ 2023 (the “Effective Date”), by and between Vineyard City, a Utah municipal corporation (the “City”), and Anderson Geneva, LLC, a Delaware limited liability company (“AG” or “Developer”), individually a “Party” or collectively the “Parties.”

RECITALS

A. In 2005, Developer acquired approximately 1,700 acres of land located within Vineyard, Utah County, State of Utah that was a steel mill principally operated by the United States Steel Corporation commencing in 1946 and by the Geneva Steel Company commencing in 1989. Operations as a steel mill ceased on the Property in 2002. In addition, Developer acquired approximately 26 adjacent acres formerly used by the Geneva Nitrogen company (taken together, the “Mill Property”).

B. Within the Mill Property is approximate 368.83 acres designated as the Geneva East Side Property (the “Property”). The Property is more particularly described in Exhibit A, attached hereto.

C. The Property lies within the Vineyard Town Redevelopment Project Area and is also governed by the Geneva Urban Renewal Area Project Area Plan as amended February 9, 2011 (the “Plan”).

D. Per the Vineyard City Zoning Code (the “Code”), portions of the Property are currently zoned Flex Office and Industry (“FOI”), Regional Commercial (“RC”) and Industrial (“I”) as shown in the Vineyard City Zoning Code Map as of November 21, 2023.

E. Developer is developing the Property under the Code which allows the Property to be developed in a systematic manner (the “Project”).

F. Developer has and continues to be in the process of marketing and selling portions of the Property for development.

G. The City and Agency, acting pursuant to its authority under Utah Code Annotated, §§10-9a-101, et seq., and in furtherance of the Plan and the Code and its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the Project, and approves this Agreement.

H. Fulfillment of this Agreement is vital to and in the best interests of the City and the RDA, and the health, safety, and welfare of its residents, and in accord with public purposes.

I. The Project and its development are subject to and shall conform with the Code, and all Applicable City Ordinances, rules and regulations to the extent specified in this Agreement,

including, but not limited to, the City's ordinances, regulations and engineering standards and specifications, all as previously adopted by the City as set forth and as otherwise set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals and Exhibits attached hereto are hereby incorporated into this Agreement.

2. Property Affected by This Agreement. The description of the Property contained within the Project boundaries as attached and more specifically described in Exhibit A. No additional property may be added to or deleted from this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the Parties hereto.

3. Land Donation by Developer. As further consideration for this Agreement, Developer agrees to donate to the City the right of way underlying the Mill Road alignment as currently shown on the City's master transportation plan, as adjusted during final engineering. (the "Mill Road Donation"). The Parties agree that the Mill Road Donation's donative value will be established by a MAI appraisal for income tax donation purposes. The City shall assume full responsibility for the ownership and maintenance of the road and all improvements thereon after acceptance of same.

4. Vested Rights.

a. City Approval. City and RDA enter into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code § 10-9a-101, *et seq.*, including specifically Utah Code §10-9a-102(2).

b. Vested Rights. The City and the RDA agree that, to the maximum extent permissible under state and federal law, Developer, and any and all of its purchasers, transferees, affiliates, successors and assigns (collectively, the "Successors and Assigns") shall have the vested right to own, develop and construct any and all portions of the Project in accordance with this Agreement, the Code, and Applicable City Laws (as defined below). For purposes of this Agreement, "Successors and Assigns" also includes the purchasers, transferees and affiliates of any Successor and Assign, at any step removed. These vested development rights are subject to compliance with the terms and conditions of this Agreement, the Code, and Applicable City Laws. For purposes of this Agreement, "Applicable City Laws" means:

i. all laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City in effect as of the date of this Agreement;

ii. only the following laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City which are not in effect as of the date of this Agreement but which are in effect in the future at any time when a development application is submitted ("Future City Laws"):

1. Future City Laws which are generally applicable to all properties in the City's jurisdiction and which are required to comply with State and Federal laws and regulations affecting the Property;

2. Future City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3. Future City Laws that are health and environmental standards based on the City's obligations to comply with Federal or State environmental laws;

4. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5. Changes to the amounts of fees (but not changes to the times provided in the City's existing laws for the imposition or collection of such fees) for the processing of development applications that are generally applicable to all development within City's jurisdiction (or a portion of the City as specified in the lawfully adopted fee schedule) and which are lawfully adopted pursuant to State law; or

6. Impact fees or modifications thereto which are lawfully adopted, imposed and collected, however, no impact fees will be levied or collected to pay for infrastructure that will be paid for by the redevelopment agency.

7. Other Future City Laws which Developer, at its sole discretion, elects to be applicable.

c. Phasing of the Project. City agrees that Developer shall have the full power and exclusive control of the Property. Nothing in this Agreement shall obligate Developer (or its Successors and Assigns) to develop the Property or to develop in any particular order or phase and that Developer reserves all discretion to determine whether to develop a particular portion or phase of the Property based upon Developer's business judgment.

5. Successors and Assigns of Developer in the Ownership or Development of any Portion of the Project.

a. Transfer of Development. It is contemplated that Developer will sell various portions of the Property to one or more Successors and Assigns who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any Successors and Assigns subject to the terms of this Agreement. In the event of any such transfer of Developer's interest in the Property, the Successors and Assigns shall be deemed to be Developer for all purposes under this Agreement but only with respect to that portion of the Property so transferred. Nothing in this Section shall prohibit Developer from selling any portion of the Property to one or more Successors and Assigns for any purpose, and such Successors and assigns may erect, construct, maintain, and operate (or cause to be erected, constructed, maintained, and operated) improvements thereon consistent with the requirements of this Agreement, the Code, and the Plan and Applicable City Laws. The provisions of this Section shall not prohibit the granting of any security interests, liens or mortgages on any portion of the Property for financing the acquisition and development of development parcels within the Project, subject to Developer and any Successors and Assigns complying with this Agreement, the Code, the Plan and Applicable City Laws.

b. Release of the Developer. In the event of a transfer of any portion of the Property to any Successors and Assigns the respective Successor and Assign shall have the same rights and obligations as Developer under this Agreement in relation to that portion of the Property so transferred, and Developer executing this Agreement shall be released from any further obligations with respect to that portion of the Property. Upon any such transfer, Developer shall provide notice of such transfer to City and Agency within thirty (30) days after the transfer occurs.

6. Infrastructure.

a. General. As part of the development of any portion of the Project, Developer and any Successors and Assigns may in the future be required to install or otherwise facilitate certain public improvements in order to provide access, infrastructure and municipal services to the Property, the Project and adjoining properties which public improvements may also benefit the City as a whole and which are in conformity with the Code, the Plan and this Agreement. Any such requirement or exaction shall comply with applicable law.

b. Future Impact Fees. Developer or any Successors and Assigns, who develop portions of the Property, may, in the future, be assessed impact fees calculated by the City in accordance with Applicable City Laws. Nothing contained herein shall exempt, release, or excuse Developer and any Successors and Assigns, who develop portions of the Property from paying validly imposed reasonable future impact fees and other reasonable fees and charges required for development of the Property, or any portion thereof, pursuant to law. Notwithstanding anything herein to the contrary, no impact fees shall be levied or collected to pay for improvements, infrastructure, or facilities which will be paid for by a redevelopment agency.

8. Construction of Mill Road. If the City and Agency elect to fund and construct the Mill Road Roadway and all associated underground and surface improvements and infrastructure from the Vineyard Connector on the south and to the anticipated connection on the north, prior to Developer constructing such road, Developer shall work in good faith on the alignment of Mill Road and donate and dedicate its portion of the required right of way for such roadway construction.

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

To the City: Vineyard City
 Attn.: Mayor
 125 S. Main St.
 Vineyard, UT 84059

To Developer: Anderson Geneva, LLC
 Attn.: Peter Evans
 300 S. 1350 E.
 Floor 2
 Lehi, UT 84043

Any Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this Section.

12. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the Parties hereto rising out of or related to this Agreement, or the Project, the prevailing Party or Parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Remedies. Upon the occurrence of any material breach of this Agreement, the non-breaching party shall have the right to exercise all of the following rights and remedies against the breaching party:

i. Only those remedies available in equity including but not limited to injunctive relief and specific performance are available to the non-breaching party as a remedy. No compensatory damages of any kind shall be available to any Party for a breach of this Agreement no matter the cause of the breach or fault of the party; and

ii. Nothing in this Section or this Agreement shall be construed as providing the City or Agency the right to declare all parties to this Agreement deemed "Developer"

or a “Successor and Assign” to be in breach upon the occurrence of any breach by a single Developer or any single Successor and Assign. All parties shall be responsible for their own material breaches only. To facilitate the enforcement of the rights and obligations set forth in this Agreement when portions of the Property are transferred to a Successor and Assign, Developer may elect to propose that the Successor and Assign enter into a separate agreement with City to govern the construction or development of a particular portion of the Property. City agrees to cooperate with the preparation and execution of any such separate agreement.

c. Integration. This Agreement, together with the Exhibits hereto, integrates all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter hereof any amendments hereto must be in writing and signed by the respective Parties hereto.

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

e. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, and affiliates including, without limitation, Successors and Assigns of Developer.

f. Non-Liability of City and Agency Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City or Agency shall be personally liable to Developer, or any Successors and Assigns for any default or breach by the City or Agency, or for any amount which may become due to Developer, or any Successors and Assigns, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for his or her own individual acts or omissions.

g. No Third Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, Agency, Developer and Successors and Assigns.

h. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

i. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the City, Agency, Developer, Successors and Assigns.

j. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, Successors and Assigns or person and/or entity governed by this Agreement, the development of any portion of the Property.

k. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

l. Construction. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City or Agency shall be promptly given or withheld by the City or Agency in compliance with this Agreement and the Applicable City Laws.

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

o. Termination. If a Party or a Successor and Assign is in material default of this Agreement, another Party may affect a termination of this Agreement by giving written notice of intent to terminate to the defaulting party. Whereupon the defaulting party shall have sixty (60) days during which such party shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to cure any default. Notwithstanding the foregoing, if the default cannot reasonably be cured within that sixty (60) day period, a defaulting party shall not be in default so long as that party commences to cure the default within that sixty (60) day period and diligently continues such cure in good faith until complete.

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

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

r. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, moratoriums, regulations or controls; judicial orders; severe national or regional economic distress or conditions that affect financing markets and real estate development; enemy or hostile government actions; wars, civil commotions; fires, natural disasters, or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder ("Events of Force Majeure") shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

s. Recordation. This Agreement shall be recorded upon the Property.

t. Estoppel Certificate. Within fifteen (15) business days following delivery to any Party of a written request for an estoppel certificate respecting the status of performance under this Agreement and including a proposed form for that estoppel certificate, the party to whom that request was delivered shall deliver to the requesting party a reasonable estoppel certificate respecting such matters. That certificate shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting party. A Party's failure to deliver such estoppel certificate (or make specific written objections to the form thereof) shall be presumed to mean that such party is not aware of any defaults or delinquencies under the Agreement and is later estopped from asserting the same.

u. Amendment. This Agreement may be amended only in writing signed by the Parties hereto. Additionally, amendments impacting specific portions of the Property which have been sold or transferred by Developer shall require the agreement of the Successors and Assigns which own the portion of the Property that is the subject of the amendment.

[Signatures on following pages]

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

VINEYARD CITY

By: _____

Name:

Title: Mayor

ANDERSON GENEVA, LLC

Attest:

By: _____

Secretary

By: _____

Name: Peter Evans

Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this _____ day of _____ 2023, before me, the undersigned notary, personally appeared _____ and _____, the Chair and the Secretary, respectively, of Vineyard City, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this ____ day of _____ 2023, before me, the undersigned notary, personally appeared _____ and _____, the Chair and the Secretary, respectively, of the Vineyard Redevelopment Agency, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

In the County of Salt Lake, State of Utah, on this ____ day of _____ 2023, before me, the undersigned notary, personally appeared Peter Evans, the Manager of Anderson Geneva, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

Notary signature and seal

EXHIBIT A: The Property Description

That certain property comprising the assessor parcel numbers:

APN	Acres
17:019:0047	331.11
38:437:0001	2.06
38:437:0002	2.1
17:022:0006	27.36
46:870:0004	6.2
Total:	368.83

Exhibit B: The Code

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 = Indicates Additional Standards Below

[illegible]

COMMERCIAL	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	P	N
	Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
	Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	P	N
	Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P ⁷	P ⁷	N	P ⁷	N	N	P ⁷	N
	Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	P	N	N
	Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	P	N	N
	Flammable Liquids or Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	C	N
	Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	C	N	N	N
	Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	<u>NC</u>	N	<u>NC</u>	N	N
	Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	<u>NP</u>	N	N
	Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	<u>NC</u>	N	N
	Hybrid Production Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	P	N	N
	Kennel, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P ²	P ²	N
	Kennel, Outdoor Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	C ²	N
	Laundry, Commerical	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	P	P	N
	Laundry, Self Serve	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
	Manufacturing, Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Manufacturing, Light	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	P	P	N
	Medical and Dental Clinic	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	N	N
	Medical or Dental Laboratory	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
	Motel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	<u>NC</u>	N	N
	Motor Vehicle Fueling Station	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N	N
	Nightclub	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	N	N	N
	Nursing Care Facility	N	N	N	N	N	N	N	N	N	N	C	C	C	<u>NP</u>	N	<u>NP</u>	N	N
	Nursing Home, Convalescent Care	N	C	C	C	C	C	C	C	C	C	N	N	N	<u>NP</u>	N	<u>NP</u>	N	N
	Office	N	N	N	N	N	N	N	N	N	N	P	P	P	<u>NP</u>	P	<u>NP</u>	N	N
	Pawnshop	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N
	Personal Care Services	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N
	Personal Instruction Service	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	C	N	N
	Pharmacy	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	<u>NP</u>	N	N
	Pharmacy, Medical Cannabis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ⁹	N	N
	Private Club	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N
Restaurant	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	
Retail Sales and Services	N	N	N	N	N	N	N	N	N	N	P	P	P ³	P	P	P ³	N	N	
Retail Sales and Services (Community Commercial)	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	N	N	
Retail Sales and Services (Regional)	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N	
Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Sexually Oriented Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Storage - Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	C ²	N	C ²	C ²	C ²	C ²	N	N	
Storage - Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	

	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
	Vehicle and Equipment Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C
	Vehicle and Equipment Repair (Major)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	C
	Vehicle and Equipment Repair (Minor)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	C	C
	Vehicle and Equipment Sale and Rental New or Used (Heavy)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N
	Vehicle and Equipment Sale or Rental New or Used (Light)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	N
	Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	P	N
	Warehouse Club	N	N	N	N	N	N	N	N	N	N	C	N	N	CP	N	N	N	N
	Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	P	P	N
	PUBLIC AND INSTITUTIONAL	Assembly, Place of	N	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C	C	C	NP	C	N	N
Commuter and Light Rail Facilities and Station		N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C	C
Earth Station (Satellite Dish Farm)		N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	P	N
Educational Facility		N	C	C	C	C	C	C	C	C	C	P	P	P	C	P	NC	N	N
Emergency Care Facility		N	N	N	N	N	N	N	N	N	N	P	P	C	NP	N	NP	N	N
Environmental Remediation Activities		N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P
Farmers' Market		N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	N	C
Heliport		N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	NC	C	N
Hospital		N	N	N	N	N	N	N	N	N	N	C	C	N	NC	N	NC	N	N
Liquor Store (State Owned)		N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	C	N	N
Major Facility of a Public Utility		C	C	C	C	C	C	C	C	C	C	C	N	N	C	N	C	C	C
Minor Facility of a Public Utility		P	P	P	P	P	P	P	P	P	P	C	C	P	C	C	P	P	P
Museum		N	N	N	N	N	N	N	N	N	N	P	P	C	C	P	N	N	N
Open Space and Trails		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Parks and Associated Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Park and Ride Facility		N	N	N	N	N	N	N	N	N	N	N	P	N	C	N	N	P	N
Power Plant		N	N	N	N	N	N	N	N	N	N	N	N	N	N	N		C	N
Public Use		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
Recycling Collection Center		N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
Recycling Processing Facility		N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Transit Passenger Hub (Intermodal)		N	N	N	N	N	N	N	N	N	N	N	P	P	N	C	N	C	C
Wireless Telecommunications Site/Facility		N	C ²	C ²	N	N	N	N	N	N	N	N	C ²	C ²	C ²	N	N	C ²	C ²
	Accessory Building	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	NP	P ²	NP	N	N
	Accessory Dwelling Unit	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N	N
	Accessory Dwelling Unit for Owner or Employee	N	P	P	N	N	N	N	N	N	N	N	N	N	N	P	C	C	N
	Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P ²	P ²	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N

ACCESSORY USES	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Home Day Care (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
	Home Occupation	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	P ²	N	N	N
	Home Preschool (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
	Home Preschool (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
	Household Pets, Noncommercial	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	P ²	N	N	N
	Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	C	P	N
	Seasonal Use	T ⁵	N	N	N	N	N	N	N	N	N	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	N	N
	Sign - Temporary	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶
	Swimming Pool	P	C ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	P ²	N	N	N
	Temporary Use	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵⁵	T ⁵	T
	Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	N	C

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. Use is allowed as an accessory use to a principle use.

4. Use shall not exceed 25% of the net square footage of a single building or development.

5. See VZC 15.26 for additional use standards.

6. See VZC 15.48 for signage requirements.

7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in Section 15.34.190 Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See Part 12 of Section 15.34.190 of the VZC.

8. Clinic Support Housing use shall not exceed 80% of the net square footage of a single building or development.

9. Use shall meet all licensing requirements as required by Utah State Code and conform to Section 15.34.210 Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.