



**NOTICE OF A REGULAR  
PLANNING COMMISSION MEETING  
November 5, 2025, at 6:00 PM**

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PUBLIC NOTICE is hereby given that the Vineyard Planning Commission will hold a regularly scheduled Planning Commission meeting on Wednesday, November 5, 2025, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

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

**2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

**2.1. 400 South Bike Lane & Restriping Project**

Orem City and Vineyard City are coordinating a restriping project on 400 South to add bike lanes on both sides of the corridor, improving regional connectivity and aligning with Vineyard's Active Transportation Plan. The project will be implemented by Orem City later this season, with Vineyard contributing its proportional share of costs from the existing striping budget.

**3. PUBLIC COMMENTS PC**

Time dedicated for public comment. Comments will be limited to three (3) minutes. No actions may be taken by the Planning Commission due to the need for proper public noticing.

**4. CONSENT ITEMS**

**4.2. Approval of the October 1st, 2025 Planning Commission Meeting Minutes**

**5. BUSINESS ITEMS**

**5.3. PLAN25-0026: Site Plan Application- Temporary District Energy Plant**

Bronson Tatton with Flagborough is requesting approval for a site plan application for a district energy plant located at 1155 N Main Street (Parcel ID:57:114:0009).

**6. WORK SESSION**

**6.4. Massage and Energy Therapy Establishments, Sexually-oriented Businesses, and Business License Appeals Text Amendments**

Update to City Ordinances: Massage Establishments, Sexually-oriented Businesses, and Business License Appeals

**6.5. Vineyard City Bike Park Location & Material**

Vineyard City Staff is proposing an alternative location and material for the construction of a Vineyard Bike Park.

**6.6. Utah Lake Shoreline Trail Amenities**

**6.7. First Amendment to the Holdaway Fields Development Agreement (Ordinance 2025-16)**

The applicants (Cadence Homes & Goodboro) will present their proposed amendments to the Holdaway Fields development agreement.

**7. STAFF AND COMMISSION REPORTS**

**8. ADJOURNMENT**

The next regularly scheduled meeting is on November 19th, 2025

The public is invited to participate in all Planning Commission meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this public meeting should notify Madison Reed, Planning Technician, at least 24 hours prior to the meeting by calling (801) 226-1929 or email at [madisonr@vineyardutah.org](mailto:madisonr@vineyardutah.org).

The foregoing notice and agenda were posted on the Utah Public Notice Website and Vineyard Website, posted at Vineyard City Hall, and delivered electronically to city staff and each member of the Planning Commission.

AGENDA NOTICING COMPLETED ON:

November 5th, 2025

CERTIFIED (NOTICED) BY:

/s/. Madison Reed

Madison Reed, Planning Technician



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** November 5, 2025

**Agenda Item:** 400 South Bike Lane & Restriping Project

**Department:** Public Works

**Presenter:** Patrick James

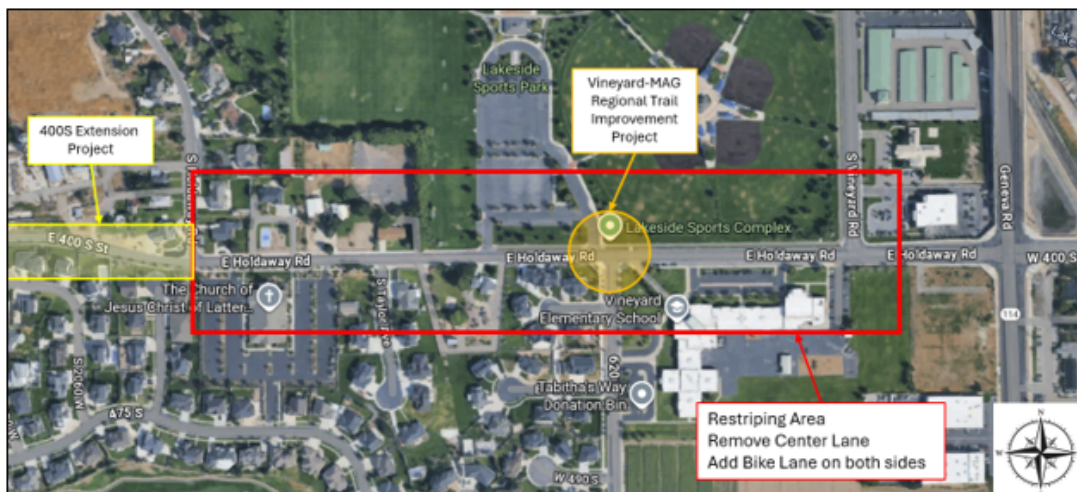
### Background/Discussion:

On October 7, 2025, Vineyard City met with Orem City to discuss opportunities for corridor improvements along 400 South, from Geneva Road west to the S Holdaway Road (see **Figure 1**).

Orem City has developed a restriping plan (see **attached**) that incorporates bike lanes on both sides of the roadway. Implementation is anticipated within the next 2 months, utilizing Orem's pavement marking contractor. Vineyard City would reimburse Orem for its proportional share of the project cost, funded through Vineyard's existing striping budget.

This plan supports multiple ongoing initiatives:

- **Aligns with the 400 South Extension Design now underway from S. Holdaway Road to Main Street.**
- **Advances Vineyard's Active Transportation Plan by creating continuous east-west bicycle connectivity.**
- **Compliments the Regional Trail Enhancement Project scheduled for construction next season, which realigns the Lakeside Park Parking Entrances and adds a Traffic Signal.**
- **At the Geneva Road intersection, shared use ("sharrow") markings to guide cyclists safely through the transition area.**



**Figure 1:** Aerial of 400 South. The Red Box denotes the approximate location of the 400

South restriping project. The Yellow Box denotes the 400 South Extension project. The Orange Box denotes the Regional Trail Project.

### **CROSSWALK COORDINATION**

The intersection of S. Vineyard Road and 400 South (see **Figure 2**), shared between Orem and Vineyard, was also discussed as a location for a future pedestrian crosswalk. Vineyard City has initiated a traffic analysis in preparation for coordination with UDOT. Upon approval, installation of this crossing is anticipated to coincide with the Regional Trail Enhancement Project and Lakeside Park signalized intersection improvements, pending approval of a MAG funding increase.



**Figure 2:** Aerial of 400 S and South Vineyard Road. The approximate location of the Pedestrian Crossing is denoted by the Red Box.

### **STAKEHOLDER OUTREACH**

**Bike (lanes) facilities along 400S were discussed at the Active Transportation Commission and Planning Commission meetings during the presentation of the Regional Trail Enhancement Project.**

Staff is coordinating with the LDS Church located at 400 South. The site's multiple access points are expected to prevent operational impacts. Once Orem finalizes the design and schedule, Vineyard's Communications Team will issue a public information update.

### **NEXT STEPS**

- **Finalize comments and confirm design with Orem City.**
- **Receive updated implementation schedule.**
- **Coordinate with UDOT and MAG regarding the future 400 South crosswalk.**
- **Communicate project information to the public once construction timing is confirmed**

**Fiscal Impact:**

The Vineyard portion of the work will be covered under the City's FY25 striping budget. Orem City will complete the restriping and bill Vineyard for its proportional share.

**Recommendation:**

None

**Sample Motion:**

None

**Attachments:**

1. 25-042 400 South Striping Plan

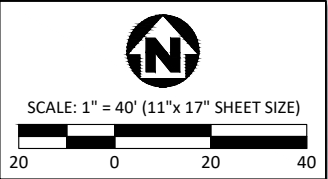












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| XX#                                                                         | PROJECT NAME                   |  | CITY OF OREM         |  |  |  | DESIGN        |  |            |  | APPROVAL RECOMMENDED          |  |
|                                                                             | PROJECT NUMBER: PROJECT NUMBER |  | DEVELOPMENT SERVICES |  |  |  | NAME INITIALS |  | MONTH YEAR |  | DATE                          |  |
| 25-042-MISC VINEYARD REGIONAL TRAIL ENHANCEMENTS\DESIGN\DWG\CONCEPT MAP.DWG |                                |  | ENGINEERING DIVISION |  |  |  | NAME INITIALS |  | MONTH YEAR |  | CITY ENGINEER                 |  |
| SHEET DESCRIPTION                                                           |                                |  | BY                   |  |  |  | REV           |  | DATE       |  | APPROVED                      |  |
|                                                                             |                                |  |                      |  |  |  |               |  |            |  | DATE                          |  |
|                                                                             |                                |  |                      |  |  |  |               |  |            |  | DEVELOPMENT SERVICES DIRECTOR |  |









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| SS5<br>JUL 25 2025 | PROJECT NAME                                                                | <div>CITY OF OREM<br/>DEVELOPMENT SERVICES<br/>ENGINEERING DIVISION<br/>250 W. 1000 N. SUITE 100<br/>OREM, UT 84057</div> |  |  |  |  |  |  |  |  |      | APPROVAL RECOMMENDED |               |                               |             |
|                    | PROJECT NUMBER: PROJECT NUMBER                                              |                                                                                                                           |  |  |  |  |  |  |  |  |      | DESIGN               | NAME INITIALS | MONTH YEAR                    |             |
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| SS6<br>JUL 25 2025 | PROJECT NAME                                                                | <div>CITY OF OREM</div> <div>DEVELOPMENT SERVICES</div> <div>ENGINEERING DIVISION</div> <div>350 WOODHUTCH BLVD</div> <div>PO BOX 1000000</div> <div>OREM, UT 84057</div> |  |  |  |  |  |  |  |  |                                    | <div></div> |  |  |  | APPROVAL RECOMMENDED |  |  |  |
|                    | PROJECT NUMBER: PROJECT NUMBER                                              |                                                                                                                                                                           |  |  |  |  |  |  |  |  |                                    | DESIGN NAME INITIALS MONTH YEAR                                                                 |  |  |  |                      |  |  |  |
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|                    | SHEET DESCRIPTION                                                           |                                                                                                                                                                           |  |  |  |  |  |  |  |  |                                    | CHECKED NAME INITIALS MONTH YEAR                                                                |  |  |  |                      |  |  |  |
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|                    |                                                                             |                                                                                                                                                                           |  |  |  |  |  |  |  |  | DATE DEVELOPMENT SERVICES DIRECTOR |                                                                                                 |  |  |  |                      |  |  |  |

CITY OF OREM

DEVELOPMENT SERVICES

ENGINEERING DIVISION

25-042-MISC VINEYARD REGIONAL TRAIL ENHANCEMENTS\DESIGN\DWG\CONCEPT MAP.DWG

OREM, UT 84057









**MINUTES OF A REGULAR  
PLANNING COMMISSION MEETING  
October 1, 2025, at 6:00 PM**

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**ATTENDANCE:**

**COMMISSIONERS PRESENT:** Chair Nathan Steele, David Pearce, Graden Ostler, Brad Fagg

**STAFF PRESENT:** Cache Hancey, Senior Planner; Madison Reed, Planning Technician; Morgan Brim, Community Development Director; Naseem Ghandour, City Engineer and Public Works Director.

**OTHERS PRESENT:** Daria Evans, Terry Ewing, David Lauret, Karen Cornelius, Bronson Tatton, Craig Cannon, Ryan Wallace, Isaac Hipple, Darleen Price, Steve Borup, and Ted Skeen

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

 Chair Nathan Steele called the meeting to order at 6:00pm and led the invocation. He led the pledge of allegiance.

**2.  PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

There were no comments.

**3.  PUBLIC COMMENTS PC**

 Resident Daria Evans asked about the Planning Commission member on Development Review Committee (DRC). She asked about the project selection process.

 Planner Anthony Fletcher entered at 6:03pm. Chair Steele closed the public hearing and prompted the questions to staff.

 Senior Planner Cache Hancey provided a background of DRC and the process for applications and projects. He added that DRC approves plats.

**4.  CONSENT ITEMS**



#### 4.1. Approval of the September 3rd, 2025 Planning Commission Meeting Minutes

Naseem Ghandour, City Engineer and Public Works Director, entered at 6:05pm.

 **Motion:** COMMISSIONER DAVID PEARCE MOTIONED TO APPROVE THE SEPTEMBER 3<sup>RD</sup>, 2025 PLANNING COMMISSION MEETING MINUTES AT 6:05PM. COMMISSIONER GRADEN OSTLER SECONDED. ALL IN FAVOR VOTED YES: FAGG, PEARCE, STEELE, AND PEARCE. THE VOTE CARRIED UNANIMOUSLY.

#### 5. BUSINESS ITEMS

##### 5.2. Public Hearing: District Energy Zoning Text Amendment

 Senior Planner Hancey shared a video for background and clarified the intent of the item. He introduced the applicant.

 Commissioner Ostler asked about the existing buildings that are not using this right now.

 Craig Cannon with flagship discussed the timeline of the process.

Discussion ensued about which buildings would use it.

 Commissioner Pearce asked about the number of plants.

Mr. Cannon noted yes and explained the equipment.

 Commissioner Pearce asked about the percentage of energy they will provide for the area.

Mr. Cannon discussed the energy usage from the district energy system.

 Commissioner Ostler asked about cost savings.

Mr. Cannon noted they want to do something to save money, is more resilient, and is more sustainable. He described the intent.

 Commissioner Pearce asked about the conversations with Rocky Mountain Power.

Mr. Cannon noted that they have been having discussions, but that they do not have anything in writing.

 Commissioner Brad Fagg asked if it was a boiler system.

Mr. Cannon discussed the pipes and circulation.



91 Discussion ensued.

92  
93  Chair Steele reiterated what the discussion is about tonight.

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95  
96  Senior Planner Hancey discussed the edits suggested in the zoning text.

97  
98  Chair Steele asked if there was a reason why the language is so specific.

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100 Discussion ensued.

101  
102  Chair Steele asked if there were definitions added. He also asked about the sizing.

103  
104 Mr. Cannon discussed the structure of the plants.

105  
106  Chair Steele asked if this application still holds to the remaining code requirements.

107  
108 Community Development Director Morgan Brim noted that it would be held to the  
109 architectural requirements.

110  
111  Chair Steele opened the public comments.

112  
113  Ms. Evans asked about the DRC item scheduled tomorrow. She asked about the  
114 timeline of the process. Ms. Evans asked about conversations had and retrofitting  
115 buildings. She asked logistical questions to understand the system better.

116  
117  Resident David Lauret asked about how it is supposed to work. He also asked about  
118 how it will be controlled on an individual basis. Mr. Lauret asked about coordination for  
119 the specialized equipment.

120  
121  Resident Terry Ewing asked about maintenance and asked about the inclusion of  
122 specialized equipment in plans. She asked about parking and noted that there is already  
123 job postings.

124  
125  Ms. Evans called out a Bill for staff to review.

126  
127  Chair Steele closed the public hearing. He prompted the questions.

128  
129  Senior Planner Hancey noted that DRC will not be approving anything, just for  
130 initial conversation.

131  
132 Discussion ensued.

133  
134  Mr. Cannon responded to that status of the process currently. He discussed where the  
135 source of the energy and heat can come from. Mr. Cannon noted that there have been  
136 conversations with Enbridge.

 Bronson Tatton with Flagborough added his understanding of the conversations with Enbridge.

 Mr. Cannon discussed the cost breakdown and outlined the ability to have individual thermostats.

Discussion ensued.

 Chair Steele asked for the city attorney's opinion on the house bill.

Mr. Cannon explained the change in that bill. He discussed how the system works.

Chair Steele asked if this is going to be sufficient.

 Mr. Cannon discussed scale and the included buildings for the system. He described the transfer system and specialized equipment. Mr. Cannon noted that the utility would own and maintain the pipes.

Discussion ensued about attendance and parking.

 Chair Steele encouraged conversations with staff.

 Chair Steele noted that a lot of the comments were a business topic, not legislative. He suggested to make the language more broad and to add definitions.

Director Brim noted that there is time to get the code written and then review again.

Discussion ensued.

Senior Planner Hancey discussed the process of adding definitions.

Chair Steele noted that the recommendation should include conditions to modify language in the ordinance.

 Commissioner Pearce noted his opinion and agreed to the chair's suggested condition.

 **Motion:** CHAIR STEELE MOTIONED TO RECOMMEND APPROVAL WITH THE NOTED CONDITIONS AT 6:58PM. COMMISSIONER OSTLER SECONDED. ROLL CALL WENT AS FOLLOWS: BRAD, YES; DAVID, YES; NATHAN, YES; GRADEN, YES. THE VOTE CARRIED UNANIMOUSLY.

## 6. WORK SESSION



### 6.3. The Forge Development Agreement Amendment

 Director Brim discussed the background of the development agreement and highlighted what it does and doesn't do.

 Steve Borup, the applicant, discussed the agreement and the changes requested.

 Commissioner Pearce clarified changes.

Mr. Borup clarified.

Commissioner Ostler asked about the intent of the amendment.

 Chair Steele asked if he believed the retail would need incentive.

Mr. Borup discussed the retail demand.

Discussion ensued.

 Chair Steele asked about the status of the retail before the housing.

Director Brim discussed how they work with a development agreement.

 Commissioner Fagg asked if they have a bond.

Director Brim and Chair Steele discussed performance bonds.

 Chair Steele made a recommendation on language.

Discussion ensued.

Commissioner Ostler discussed his understandings.

 IHC representative, Ryan Wallace, briefed the status of the plan and discussed the demand for this type of use.

Chair Steele asked about the zoning.

Director Brim noted that it is The Forge Special Purpose Zoning District and discussed steps forward.

 Chair Steele recommended language.

Discussion ensued.

Chair Steele opened up to the public

 Ms. Evans appreciated this negotiation.

 Chair Steele noted that he is in favor with the suggested changes. He asked about the necessity for residential versus more retail.

Chair Steele summarized discussion and added feedback.

There were no further comments.

## 7. STAFF AND COMMISSION REPORTS

 Director Ghandour reported on the pedestrian enhancements progress.

## 8. ADJOURNMENT

Chair Steele adjourned the meeting at 7:31pm.

**MINUTEE CERTIFIED COMPLETE ON:**

**CERTIFIED (NOTICED) BY:** /s/. Madison Reed  
Madison Reed, Planning Technician



## VINEYARD PLANNING COMMISSION STAFF REPORT

**Meeting Date:** November 5, 2025  
**Agenda Item:** PLAN25-0026: Site Plan Application- Temporary District Energy Plant  
**Department:** Community Development Department  
**Presenter:** Cache Hancey

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### **Background/Discussion:**

#### **Scope of Work:**

"As we strive to create a sustainable community, we have partnered with Corix who is bringing district energy to Utah City. District Energy is a very efficient heating and cooling alternative to individual cooling condensers and furnaces for each residential unit and commercial tenants. This reduces energy consumption and increases reliability and efficiency. This site plan application represents the first district energy plant to service buildings for the next several years. This plant is modular so it can move from one site to another until a permanent plant is constructed once the demand gets high enough.

The plant will consist of 4 modular containers that will house boiler systems and control systems. From this plant hot and cold water will be distributed throughout Utah City to heat and cool the buildings. The district piping has already begun on Buildings 8a and 14d. The resort pool will also be serviced from this plant. Pools will be heated with district energy as well as the Wellness Center. Perimeter water-wise landscaping will provide a buffer to the street and surrounding edges. The north side will remain serviceable from a future parking lot."

#### **Zoning Analysis:**

As district energy plants do not require building standard review, analysis has been conducted on the site plan, landscaping, parking, and screening. The submitted plan meets all the requirements set forth in the Special Purpose Zoning District with minor conditions. The parking directly to the north of the building must either be eliminated or labeled/signed to prevent resident parking.

Any signage will be submitted and reviewed through a separate permit.

#### **Fiscal Impact:**

N/A

#### **Recommendation:**

Staff recommends approval of the site plan.

#### **Sample Motion:**

"I move to approve the site plan as presented..."

#### **Attachments:**

1. District Energy Plant 1 Landscaping

## 2. District Energy Plant 1



SITE NOTES:

- OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PORTIONS OF SHOP DRAWINGS OR CONSTRUCTION AND PLACEMENT OF ELEMENTS NOT IN COMPLIANCE WITH DESIGN INTENT OR STANDARDS OUTLINED IN DESIGN DRAWINGS WITHOUT PRIOR APPROVAL AT CONTRACTORS EXPENSE.
- CRACKING SHIFTING OR DAMAGED CONCRETE SHALL BE REPLACED AT CONTRACTORS EXPENSE PRIOR TO ACCEPTANCE OF WORK.
- CONTRACTOR SHALL PROVIDE ALL GUARANTEES IN WRITING AND WORDED AS APPROVED BY OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
- PROJECT MANAGER SHALL INSTRUCT CONTRACTOR WITH RESPECT TO THE QUANTITY TYPE AND FREQUENCY OF SITE INSPECTIONS TO BE MADE ON WORKMANSHIP, PERFORMANCE AND QUALITY OF WORK, PRODUCTS AND MATERIALS PRIOR, DURING AND AFTER TO PLACEMENT. OWNER SHALL PAY THE COST OF INITIAL INSPECTIONS. IF ANY INSPECTION IDENTIFIES FAILURES OR DEFICIENCIES TO MEET SPECIFICATIONS. RE-INSPECTIONS OR SUPPLEMENTAL TESTS OR REJECTIONS SHALL BE REQUIRED. SUCH INSPECTIONS, INCLUDING RE-TESTING OF REJECTED MATERIALS OR REPLACEMENT OF PRODUCTS MATERIALS OR WORKMANSHIP FOR INSTALLED WORK SHALL BE DONE AT CONTRACTORS EXPENSE.

GENERAL NOTES:

- CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT & MATERIAL QUANTITIES. THE SCHEDULES SHOWN ON THIS SHEET ARE INTENDED AS REFERENCES ONLY. SEE GROUNDCOVER PLAN FOR GRAVEL MULCH LAYOUT AND BOULDER PLACEMENT. SEE PLANTING PLANS FOR SHRUB AND PLANT LOCATIONS. QUANTITIES IN SCHEDULES ARE ESTIMATES ONLY.
- OWNER AND/OR LANDSCAPE ARCHITECT IS TO APPROVE ALL LANDSCAPE MATERIALS PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS. OWNER AND OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT LANDSCAPE MATERIALS INCLUDING PLANTS THROUGHOUT THE CONSTRUCTION PERIOD.
- APPLY TOPSOIL IN ALL PLANTING AREAS. CONTRACTOR TO IMPORT TOPSOIL. TOPSOIL DEPTH IS 24 INCHES IN ALL PLANTING BED AREAS. NO TOPSOIL NEEDED IN DECOMPOSED GRANITE OR CRUSHER FINE AREAS. CONTRACTOR TO PROVIDE TOPSOIL REPORT OF PROPOSED MATERIAL. OWNER HAS THE RIGHT TO TEST SOIL TO VERIFY QUALITY.
- THE LANDSCAPE & IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THEY OBTAIN ANY & ALL DRAWINGS, SPECIFICATIONS, CHANGE ORDERS & AS-BUILDS APPLICABLE TO CONTRACTORS SCOPE OF WORK PRIOR TO & DURING CONSTRUCTION ON SITE. CONFLICTING OR VAGUE INFORMATION SHALL BE NOTED AND SUBMITTED TO OWNER AND LANDSCAPE ARCHITECT FOR CLARIFICATION.
- CONTRACTOR IS RESPONSIBLE TO REPLACE ALL DAMAGED NEW & EXISTING LANDSCAPE, INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, CURBING, WALKS, ETC.
- CONTRACTOR SHALL TIE ALL PROPOSED LANDSCAPE MATERIALS WITH EXISTING INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, CURBING, WALKS, ETC.
- CONTRACTOR TO REVIEW COMPLETE CONSTRUCTION DOCUMENTS FOR THE ENTIRE PROJECT INCLUDING, BUT NOT LIMITED TO, PROGRAM SPECIFICATIONS, GEOTECHNICAL REPORTS, CIVIL PLAN SET, ARCHITECTURAL PLAN SET (INCLUDING STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL PLANS), AND ANY OTHER SHOP DRAWINGS OR SUBMITTALS PERTINENT TO, OR THAT IMPACTS, THE CONTRACTORS SCOPE OF WORK. DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE GENERAL CONTRACTOR TO GENERATE A REQUEST FOR CLARIFICATION/INFORMATION TO BE DISTRIBUTED TO THE ENGINEER/ARCHITECT OF RECORD.
- CONTRACTOR SHALL CAREFULLY STUDY AND INSPECT CIVIL AND ARCHITECTURAL PLANS AS-BUILT DRAWING AND VISUALLY INSPECT. MAKE ON-SITE ADJUSTMENTS TO LANDSCAPE BASED OF FINAL DIMENSIONS AND LAYOUTS OF SITE AND BUILDINGS. PROVIDE A UNIT PRICE CREDIT FOR ANY PLANTS, AREA, OR PORTIONS OF THE LANDSCAPE OMITTED.
- ANY PORTIONS OF THE LANDSCAPE NOT SHOWN OR CLEARLY IDENTIFIED BY THE LANDSCAPE CONSTRUCTION DOCUMENTS SHALL BE IDENTIFIED, AND A REQUEST FOR INFORMATION AND OR CHANGE ORDER SHALL BE SUBMITTED TO OWNERS REPRESENTATIVE TO ADDRESS.

PLAN SET NOTES:

- ALL PLANS IN THIS SET SHALL REFER TO THIS SHEET FOR SUCH INFORMATION.
- SEE CIVIL PLAN SET AND CONSTRUCTION DOCUMENTS FOR FURTHER SITE DESIGN, LAYOUT, GRADING AND UTILITY LOCATIONS.
- SEE ARCHITECTURAL PLAN SET AND CONSTRUCTION DOCUMENTS FOR EXACT DIMENSIONS, SIZE, BUILDING LAYOUTS, ELEVATIONS AND ARCHITECTURAL DETAILS AND STRUCTURAL ELEMENTS AND EXACT BUILDING FOOTPRINTS.
- SEE PROJECT MANUAL FOR ADDITIONAL SPECIFICATIONS FOR CONTRACTORS SCOPE OF WORK. IT IS ALSO CONTRACTORS RESPONSIBILITY THAT ALL APPLICABLE CHANGE ORDERS ADDENDUMS DIRECTIVES REVISIONS ETC ARE OBTAINED AND ADHERED TO.
- NO IMPROVEMENTS OVER 3 FT HIGH, AS MEASURED FROM TOP BACK OF CURB ARE ALLOWED WITHIN SIGHT TRIANGLE AS DESCRIBED IN CITY CODE
- 3:1 MAXIMUM SLOPE IN LANDSCAPED AREAS SHALL BE ADHERED TO.

GENERAL CONSTRUCTION NOTES:

- CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
- CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATION OF UNDERGROUND SERVICES AND IMPROVEMENTS.
- THE CONTRACTOR SHALL EXAMINE THE SITE AND FULLY DETERMINE THE CONDITIONS UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR FAILURE OF BIDDERS TO ASCERTAIN ALL ASPECTS OF THE PROJECT.
- PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
- CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE SHALL BE RE-INSPECTED DURING FINAL INSPECTION. ANY DAMAGED AREAS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE OWNER/LANDSCAPE ARCHITECT ACTUAL AMOUNTS REQUIRED FOR FINISHED INSTALLATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
- THE CONTRACTOR SHALL FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EMPLOYEE AND SUBCONTRACTOR SUPERVISION FOR IT'S PORTION OF THE PROJECT TO IMPLEMENT PLANS AND SPECIFICATIONS.
- THE CONTRACTOR ASSUMES ALL RISKS IN THE PERFORMANCE OF THE WORK AND RESPONSIBILITY FOR LOSS AND EXPENSE RESULTING FROM ON-SITE INJURY.
- THE CONTRACTOR IS RESPONSIBLE FOR SUPERVISION, SAFETY, ADMINISTRATION, SCHEDULING, COORDINATION AND MANAGEMENT OF SUBCONTRACTORS.
- THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAGMEN OR OTHER NECESSARY SAFEGUARD.
- OWNER / LANDSCAPE ARCHITECT INSPECTIONS SHALL NOT BE DEEMED SUPERVISION OF CONTROL OF CONSTRUCTION BY CONTRACTOR OR SUBCONTRACTORS.
- ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND OWNER. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES.
- OWNER / LANDSCAPE ARCHITECT SHALL REVIEW SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SUBMITTED BY THE CONTRACTOR FOR THE SOLE PURPOSE OF COMPLIANCE WITH THE DESIGN CONCEPT AND WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. OWNER AND LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR CHANGES THAT HAVE NOT BEEN REVIEWED AND AUTHORIZED IN WRITING.
- WHERE TWO OR MORE REQUIREMENTS CREATE OVERLAPPING CONDITIONS, CONFLICTING MINIMUMS OR LEVELS OF QUALITY, ALL OR THE MORE STRINGENT REQUIREMENTS OR THE HIGHER QUALITY LEVEL IS INTENDED, AND SHALL BE ENFORCED. CONFLICTING REQUIREMENTS SHALL BE REFERRED TO THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE WHOSE INTERPRETATION WILL BE FINAL.
- WALKS AND PLANTERS SHOWN ON LANDSCAPE PLANS ARE FOR LAYOUT REFERENCE ONLY. REFER TO CIVIL PLANS FOR HORIZONTAL AND VERTICAL CONTROL
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MOST CURRENT PLANS & SPECIFICATIONS ARE USED & CONVEYED TO ALL SUB-CONTRACTORS AS APPLICABLE.

ADDITIONAL NOTES:

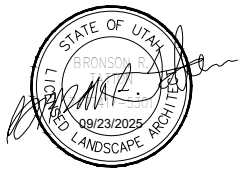
- 24" OF SPECIFIED IMPORTED TOPSOIL TO BE USED IN ALL PLANTING AREAS (TYP.)
- WEED BARRIER FABRIC TO BE DEWITT PRO-5 WEED BARRIER FABRIC. STAPLED.
- CONTRACTOR TO PROVIDE PLANT LIST WITH SIZES, PHOTOS, AND GUARANTEE STATING THAT THE SPECIFIED PLANTS HAVE BEEN SECURED FOR THE PROJECT AND WILL BE WARRANTIED AS OUTLINED IN THE SPECIFICATIONS.
- CONTRACTOR TO LEAVE A 3" RING AROUND ALL PLANT MATERIAL FREE FROM BARK OR MINERAL MULCH.
- INSTALL ROOT BARRIER WHERE TREES ARE PLANTED WITHIN 48" OF PAVING OR OTHER HARDSCAPE ELEMENTS, SUCH AS WALLS, CURBS, AND WALKWAYS AND ALONG EACH SIDE OF TREE GRATE LOCATIONS AS SHOWN IN THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR SUBMITTING SUBMITTAL ITEMS AS STATED ON THE PLANS AND IN THE SPECIFICATIONS.
- NO PLANT REPLACEMENT IS ALLOWED WITHOUT LANDSCAPE ARCHITECTS WRITTEN APPROVAL.

PLANT SCHEDULE

| <u>SYMBOL</u>                                                                         | <u>BOTANICAL / COMMON NAME</u>                                                                                             | <u>CONT</u> | <u>CAL</u> | <u>QTY</u> |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------|------------|------------|
| <u>TREES</u>                                                                          |                                                                                                                            |             |            |            |
|    | Acer platanoides 'Parkway' / Parkway Maple<br>Mature Size: H40' W25'                                                       | B & B       | 2\"Cal     | 2          |
|    | Carpinus betulus 'Franz Fontaine' / Franz Fontaine Hornbeam<br>Mature Size: H35' W15'                                      | B & B       | 2-3\"Cal   | 10         |
|    | Cercis canadensis / Eastern Redbud<br>Mature Size: H20-30' W25-35'                                                         | B & B       | 2\"Cal     | 5          |
|    | Pyrus calleryana 'Chanticleer' / Chanticleer Pear<br>Mature Size: H35' W15'                                                | B & B       | 2\"Cal     | 3          |
|    | Ulmus x 'Morton' / Accolade<br>Mature Size: H50-60' W30-40'                                                                | B & B       | 2\"Cal     | 5          |
| <u>SYMBOL</u>                                                                         | <u>BOTANICAL / COMMON NAME</u>                                                                                             | <u>SIZE</u> | <u>QTY</u> |            |
| <u>SHRUBS</u>                                                                         |                                                                                                                            |             |            |            |
|    | Cotoneaster lucidus / Pecking Cotoneaster                                                                                  | 5 gal       | 6          |            |
|    | Hydrangea arborescens 'NCHA5' / Invincibelle? Wee White Hydrangea<br>Mature Size: H3' W3'                                  | 5 gal       | 15         |            |
|    | Physocarpus opulifolius 'ZLEMichael' / Lucky Devil? Ninebark<br>Mature Size: H3-4' W3-4'                                   | 5 gal       | 21         |            |
|   | Prunus laurocerasus / English Laurel<br>Mature Size: H12' W8'                                                              | 5 gal       | 12         |            |
|  | Salix purpurea 'Nana' / Dwarf Arctic Willow<br>Mature Size: H3-5' W3-5'                                                    | 1 gal       | 18         |            |
|  | Syringa vulgaris 'Ludwig Spaeth' / Ludwig Spaeth Lilac<br>Mature Size: H10-12' W6'                                         | 5 gal       | 9          |            |
| <u>ORNAMENTAL GRASS</u>                                                               |                                                                                                                            |             |            |            |
|  | Bouteloua gracilis 'Honeycomb' / Honeycomb Blue Grama Grass<br>Mature Size: H1-2' W1-2'                                    | 1 gal       | 32         |            |
|  | Pennisetum alopecuroides 'Tift PA17' / Etouffee? Fountain Grass<br>Mature Size: H4-5' W4-5'                                | 1 gal       | 35         |            |
| <u>GRASSES</u>                                                                        |                                                                                                                            |             |            |            |
|  | Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass<br>Mature Size: H3-5' W2-3'                                | 1 gal       | 50         |            |
| <u>PERENNIALS</u>                                                                     |                                                                                                                            |             |            |            |
|  | Agastache aurantiaca 'Apricot Sprite' / Apricot Sprite Hyssop                                                              | 1 gal       | 36         |            |
|  | Echinacea purpurea 'Kim's Knee High' TM / Purple Coneflower<br>Mature Size: H20-24\" W18\"                                 | 1 gal       | 14         |            |
|  | Nepeta x faassenii 'Walkers Low' / Walkers Low Catmint<br>Mature Size: H24-30\" W36\"                                      | 1 gal       | 17         |            |
| <u>SYMBOL</u>                                                                         | <u>BOTANICAL / COMMON NAME</u>                                                                                             | <u>CONT</u> | <u>QTY</u> |            |
| <u>GROUND COVERS</u>                                                                  |                                                                                                                            |             |            |            |
|  | Rock Mulch - Crusher Fine<br>Geneva crusher fine rock mulch at 3\" depth, compacted to 95%.<br>Submit sample for approval. | mulch       | 2,936 sf   |            |
|  | Shredded Bark Mulch (3\" Depth).<br>Submit samples for approval.                                                           | mulch       | 1,213 sf   |            |



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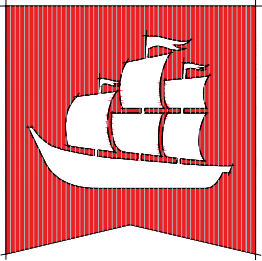
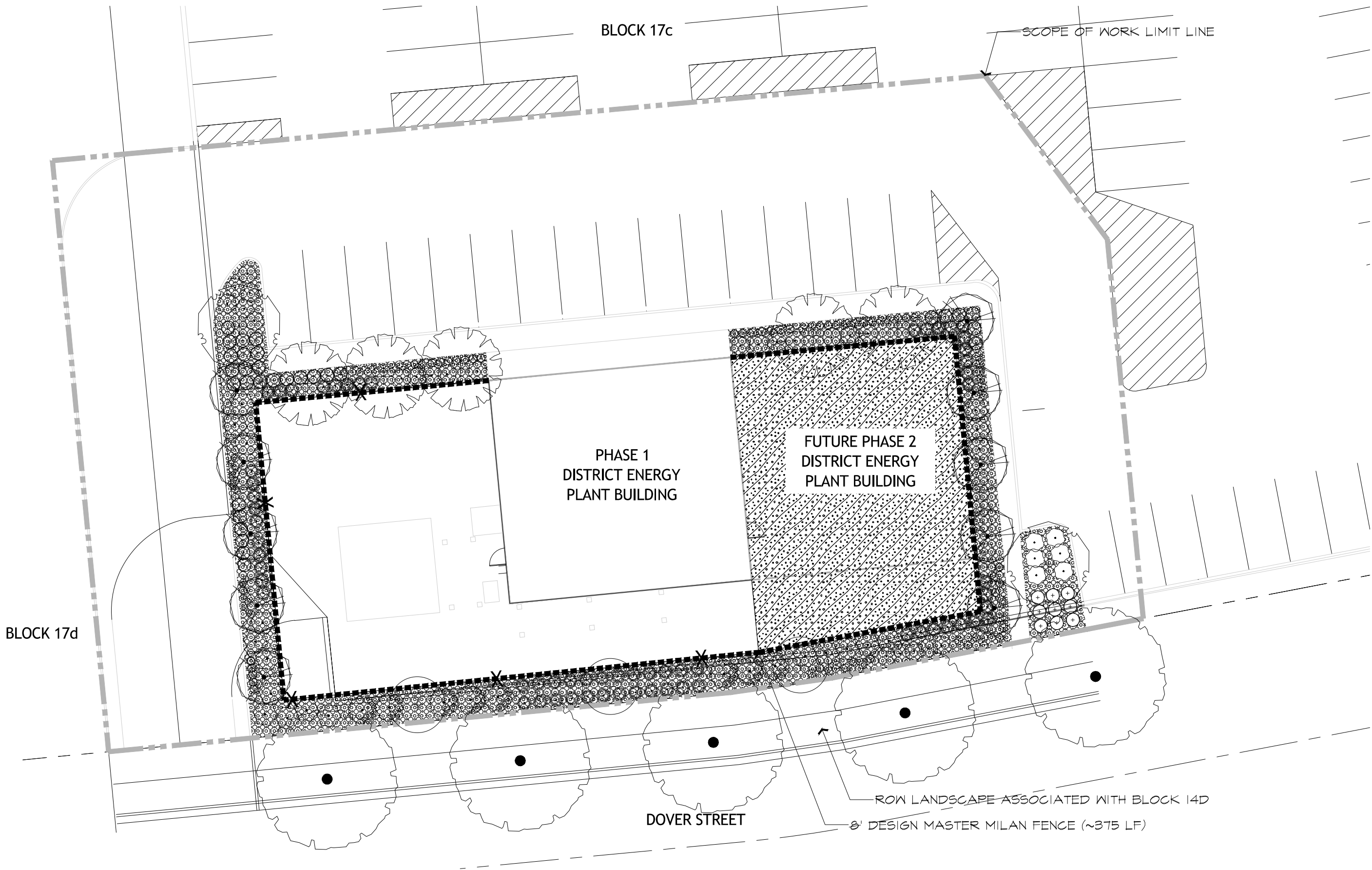
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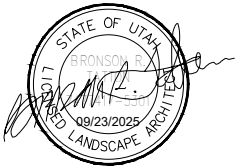
LANDSCAPE  
planting notes &  
schedule

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flagship  
homes

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before you dig to have all utilities  
located and marked

# DISTRICT ENERGY PLANT

LANDSCAPE PLANS

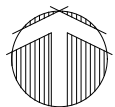
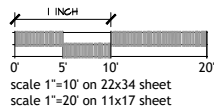
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LANDSCAPE  
planting plan

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## 1.1 COMPLIANCE

1. ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING: INTERNATIONAL BUILDING CODE (IBC), THE INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, ADA ACCESSIBILITY GUIDELINES.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE, CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK REQUIRED TO CORRECT DISCREPANCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION. IF ANY DISCREPANCIES ARE NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.

THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO LANDSCAPE PLANS, SITE ELECTRICAL, SITE LIGHTING PLANS AND ELECTRICAL SERVICE TO THE BUILDINGS, MECHANICAL PLANS FOR LOCATION OF SERVICES AND UTILITIES, INCLUDING BUT NOT LIMITED TO ARCHITECTURAL, SITE PLANNING AND CIVIL SERVICES, ACCORDING TO THE REQUIREMENTS SHOWN ON CHANGING PLANS.

CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, WATER SERVICE, BUILDING AND SITE UTILITIES, AND ALL OTHER SERVICES TO BE PROVIDED BY CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION,
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS

3. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF EXISTING AND ADJACENT PUBLIC UTILITIES.
4. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS, DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE FULL DEPTH OF THE EXISTING IMPROVEMENTS.
5. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO: VEHICLE AND EQUIPMENT STAGING, STORAGE, AND TRAFFIC CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND USE OF ITS CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
6. CONTRACTOR SHALL PROTECT ALL UTILITIES, STRUCTURES, OTHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADES, AND TRAFFIC DELINEATION SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
7. CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
8. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
9. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH THE CONSTRUCTION, SURFACE EROSION, AND/OR SLOPE FAILURE.
10. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
11. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
12. NATURAL VEGETATION SHALL BE PROTECTED AND PRESERVED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE CONTRACTOR OR GIVING AGENCY.
13. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR REPLACED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

1. SITE CONCRETE SHALL BE A MINIMUM 6" 5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5% CR - 1% AIR ENTRAINMENT. UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION FOR CONCRETE. ALL ON-GRADE WORK SHALL BE PLACED TO A MINIMUM 12" BELOW FINISHED GRADE. EXCEED THIS WIDTH BY 0.12 TIMES THEIR WIDTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE NECESSARY, CHANGES IN DIRECTION AND AT EQUAL INTERVALS TO EXTERIOR CORNERS.
2. CONCRETE WATERWAYS, CURBWAYS, MOWSTRIPS, CURBS AND GUTTER, ETC. WILL TYPICALLY BE SCORING (1/4" THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND FULL DEPTH EXPANSION JOINTS SHALL BE PLACED AT INTERVALS NOT TO EXCEED 10 FEET).
3. UNLESS OTHERWISE NOTED, ALL SLABS ON-GRADE WILL HAVE A MINIMUM 6" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
4. UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRADE OR OVER A 4" MINIMUM (6%) SUBGRADE. CONCRETE SHALL BE NOTED.
5. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH. RUBBED OR BROOMED; ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
6. ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.
7. ASPHALTIC CONCRETE PAVEMENT SHALL BE A MINIMUM 5" OVER OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE. UNLESS NOTED OTHERWISE. SEE SPECIFICATIONS, AND DETAIL "D1" SHEET 5301.
8. ASPHALTIC IMPACT SHALL BE 1" MINIMUM (SEE DETAIL "D1" SHEET 5301).
9. SURFACE COURSE SHALL BE 1/2" MIN. MIX DESIGN BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
10. ALL PAVEMENT TO BE 1/2" ABOVE UP OF ALL GUTTER AFTER COMPLETION.
11. THICKNESS OVER 3" WILL BE LAD IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MIN. DESIGN.

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, UNDESIRABLE OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
3. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.
4. CONTRACTOR SHALL SUBMIT A COMPECTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING AND AREA AREAS TO BE PAVED, HAVE BEEN COMPACTION IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
5. SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, ETC.
6. ALL EXISTING WALLS, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

1. THE LOCATION OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEY DATA. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL FACILITIES AND BE RESPONSIBLE TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH LOCAL STATE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POT-HOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL FACILITIES. THE LOCATION OF ALL FACILITIES SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
3. CONTRACTOR SHALL START AT END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWEST POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORKING UNDER EXISTING FACILITIES.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIMETERS OF UTILITY INFORMATION IN THE FIELD BY POT-HOLING A MINIMUM OF 300 FEET AHEAD, PIPELINE CONSTRUCTION SHALL BE PAID TO THE CONTRACTOR WITHIN THE CITY AND TOWN OF EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROPRIATE, REQUIRING FIELD VERIFICATION.
5. CULINARY WATER AND SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
6. SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
7. SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
8. ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND PROTECTIVE COATINGS.
9. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINKING GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
11. ALL EXISTING UNDERGROUND FACILITIES SHALL BE CLEANED AND FREE OF DEBRIS, ROOTS, AND OTHER CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

1. CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND/OR FACILITY AS SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
3. CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

1. PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:  
"ROUTES SHALL HAVE A 2.08% (1:48) MAXIMUM CROSS SLOPE."  
"ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM SIDE SLOPE."  
"RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE."
2. ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.08% (1:48) MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

|      |      |
|------|------|
| X    | X    |
| ATMS | atms |
| TV   | tv   |
| C    | C    |
| FO   | fo   |
| F    | f    |
| IRR  | irr  |
| G    | g    |
| OHC  | ohc  |
| OHP  | ohp  |
| OHT  | oht  |
| OHTV | ohtv |
| P    | p    |
| PI   | pi   |
| PIT  | pit  |
| PITC | pitc |
| RD   | rd   |
| SW   | sw   |
| S    | s    |
| ST   | st   |
| SD   | sd   |
| T    | t    |
| TC   | tc   |
| UD   | ud   |
| UGC  | ugc  |
| UGP  | ugp  |
| UGT  | ugt  |
| UGTV | ugtv |
| W    | w    |

MONUMENT LINE  
CENTER LINE  
SUBJECT PROPERTY LINE  
ADJACENT PROPERTY LINE  
EASEMENT LINE  
DITCH FLOWLINE  
FENCE LINE  
ATMS CABLE  
CABLE TV LINE  
COMMUNICATIONS LINE  
FIBER-OPTIC CABLE  
FIRE LINE  
IRRIGATION LINE  
NATURAL GAS LINE  
OVERHEAD COMMUNICATIONS LINE  
OVERHEAD POWER LINE  
OVERHEAD TELEPHONE LINE  
OVERHEAD TELEVISION LINE  
POWER LINE  
POWER/COMMUNICATIONS LINE  
POWER/TELEPHONE LINE  
POWER/TELECOMM LINE  
ROOF DRAIN LINE  
SECONDARY WATER LINE  
SANITARY SEWER LINE  
STEAM LINE  
STORM DRAIN LINE  
TELEPHONE LINE  
TELEPHONE/COMM LINE  
UNDERDRAIN  
UNDERGROUND COMMUNICATIONS LINE  
UNDERGROUND POWER LINE  
UNDERGROUND TELEPHONE LINE  
UNDERGROUND TELEVISION LINE  
WATER LINE  
CONTOUR LINE  
CURB & GUTTER (STD)  
CURB & GUTTER (OUTFALL)

Figure 1 displays 30 symbols used in the study. The symbols are arranged vertically and include various geometric shapes, letters, and icons. The last two symbols are a sun-like shape and a pie chart, both labeled '44.00 TOC'.

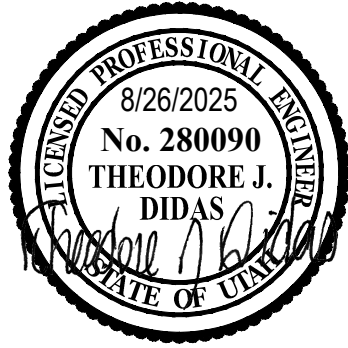
|  |                            |
|--|----------------------------|
|  | SECTION CORNER (FOUND)     |
|  | SECTION CORNER (NOT FOUND) |
|  | STREET MONUMENT            |
|  | BRASS CAP MONUMENT         |
|  | POWER POLE                 |
|  | UTILITY POLE               |
|  | GUY ANCHOR                 |
|  | POWER TRANSFORMER          |
|  | TRAFFIC SIGNAL CABINET     |
|  | LIGHT POLE                 |
|  | TELEPHONE RISER            |
|  | TELEPHONE MANHOLE          |
|  | TRAFFIC SIGNAL BOX         |
|  | WATER MANHOLE              |
|  | WATER VALVE                |
|  | WATER METER                |
|  | FIRE HYDRANT               |
|  | SANITARY SEWER MANHOLE     |
|  | SANITARY SEWER CLEANOUT    |
|  | STORM DRAIN MANHOLE        |
|  | STORM DRAIN CURB INLET     |
|  | STORM DRAIN CATCH BASIN    |
|  | STORM DRAIN CLEANOUT       |
|  | STORM DRAIN COMBO BOX      |
|  | MAILBOX                    |
|  | SIGN                       |
|  | FLOW DIRECTION             |
|  | SPOT ELEVATION             |
|  | CONIFEROUS TREE            |
|  | DECIDUOUS TREE             |

|       |                                  |       |                           |      |                           |       |                            |          |                             |
|-------|----------------------------------|-------|---------------------------|------|---------------------------|-------|----------------------------|----------|-----------------------------|
| ADA   | ACRE                             | DIP   | DUTCH                     | GM   | GM                        | PCC   | T                          | TOWNSHIP |                             |
| ADA   | AMERICANS WITH DISABILITIES ACT  | DTHRE | DECIDUOUS TREE            | GM   | GAS MANHOLE               | PI    | POINT OF INTERSECTION      | TB       | TOP BACK OF CURB            |
| BAC   | ADVANCED TRAFFIC MGMT. SYSTEM    | E     | DOUBLE YELLOW LINE        | GM   | GLV WIRE                  | PI    | PARKING SPOT               | TB       | TOP BACK OF CURB            |
| B&C   | BAR & CAR                        | E     | EAST                      | GM   | GAS VALVE                 | PP    | POWER POLE                 | TFC      | TOP FACE OF CURB            |
| B&C   | BUILDING CORNER                  | EB    | ELECTRIC BOX              | HOPE | HIGH DENSITY POLYETHYLENE | PRC   | POINT OF REVERSE CURVE     | TFG      | TOP FINISH GRADE            |
| B&C   | BOTTOM FINISH GRADE              | EL    | BOTTOM FINISH GRADE       | HGL  | HEADGATE                  | PRC   | PARKING STRIPE             | TFC      | TOP FINISH GRADE            |
| BLUO  | BLUE STAKED ELECTRIC             | ELEV  | ELEVATION                 | HGL  | HYDRAULIC GRADE LINE      | POC   | POINT OF CONNECTION        | TMA      | TELEPHONE MANHOLE           |
| BLUO  | BLUE STAKED FIRE OPTIC           | EM    | ELECTRIC METER            | HP   | HIGH POINT                | PT    | POINT OF TANGENCY          | TOH      | TOP OF ASPHALT              |
| BLUO  | BLUE STAKED NATURAL GAS          | EAH   | ELECTRIC ALARM            | HWY  | HEADWATER OR HIGH WATER   | POW   | POWER POLE                 | TOH      | TOP OF CONCRETE             |
| BLURR | BLUE STAKED IRRIGATION           | EOA   | EDGE OF ASPHALT           | HWY  | HIGHWAY                   | PVC   | POLYVINYL CHLORIDE PIPE    | TOF      | TOP OF FOOTING              |
| BLUSD | BLUE STAKED STORM DRAIN          | EOC   | EDGE OF CONCRETE          | ICC  | IRRIGATION CLEANOUT       | R     | RANGE                      | TOG      | TOP OF GRATE                |
| BLUSD | BLUE STAKED SANITARY SEWER       | EOD   | EDGE OF GRAVEL            | ICV  | IRRIGATION CONTROL VALVE  | RCP   | REINFORCED CONCRETE PIPE   | TOE      | TOP OF SLOPE                |
| BLUSS | BLUE STAKED TELEPHONE            | EOL   | EDGE OF LAWN              | ICV  | INVERT ELEVATION          | RCP   | ROOF DRAIN                 | TOE      | TOP OF SLOPE OR TOP OF PIPE |
| BLUSS | BLUE STAKED WATER                | EX    | EXISTING                  | IRR  | IRRIGATION                | REV   | REVISION                   | TOW      | TOP OF WALL                 |
| BM    | BENCHMARK                        | F     | FIRE                      | LF   | LINE FEET                 | ROW   | RIGHT-OF-WAY               | TR       | TELEPHONE RISER             |
| BO    | BOTTOM OF FOOTING                | FC    | FOUNDATION CORNER         | LP   | LOW POINT                 | R     | RAILROAD                   | TV       | TOP OF CURB                 |
| BOB   | BOTTOM OF BOX                    | FD    | FOUND OR FOUNDATION DRAIN | LP   | LOW POINT OR LIGHT POLE   | S     | SOUTH                      | TV       | FINISH GRADE AT TOP OF WALL |
| BOB   | BOLLARD                          | FDC   | FIRE DET. CONNECTION      | MAX  | MAXIMUM                   | SAD   | SEE ARCHITECTURAL DRAWINGS | TRANS    | TRANSFORMER                 |
| BOB   | BOTT                             | FDM   | FOUND MOUND               | MIN  | MINIMUM                   | SAD   | STORM DRAIN                | TRANS    | TRANSFORMER                 |
| BOV   | BLOW-OFF VALVE                   | FDS   | FOUND SECTION CORNER      | MON  | MONUMENT                  | SCDB  | STORM DRAIN CATCH BASIN    | TSB      | TRAFFIC SIGNAL BOX          |
| BOV   | BACK OF WALK                     | FF    | FINISHED FLOOR ELEVATION  | MP   | METAL PIPE                | SDCO  | STORM DRAIN CLEOUNOUT BOX  | UGD      | UNDERDRAIN                  |
| BOW   | FINISHED GRADE AT BOTTOM OF WALL | FI    | FINISHED FLOOR            | MON  | MONITORING WELL           | SEC   | SECTION                    | UGC      | UNDERGROUND COMMUNICATIONS  |
| C     | CENTERLINE                       | FH    | FIRE HYDRANT              | N    | NORTH                     | SEC   | SECTION                    | UGP      | UNDERGROUND POWER           |
| C     | CABLE TELEVISION                 | FL    | FLOW LINE                 | NG   | NATURAL GROUND            | SPEC  | SPECIFICATIONS             | UGT      | UNDERGROUND TELEPHONE       |
| C&V   | CONCRETE BARRIER                 | FNC   | FENCE                     | NGRT | NO AT RETAINING WALL      | SLBM  | SALT LAKE BASE & MERIDIAN  | UGTV     | UNDERGROUND TELEVISION      |
| COL   | CURB CUT                         | NCOL  | CHAIN LINK FENCE          | NH   | NAIL & RISE               | SQ    | SQUARE                     | UO       | UNLESS NOTED OTHERWISE      |
| COM   | COMBINATION                      | FNCRN | IRON FENCE                | NW   | NAIL & WASHER             | SOFT  | SQUARE FEET                | UT       | UTILITY POLE                |
| COMM  | COMMUNICATIONS                   | NCVIL | VINYL FENCE               | NTS  | NOT TO SCALE              | SOYD  | SQUARE YARD                | VCP      | VERTICAL CLAY PIPE          |
| CNC   | CONCRETE                         | NF    | WOOD FENCE                | NTS  | NOT TO SCALE              | SP    | SANITARY SEWER             | VP       | VERTICAL CAST IRON          |
| CNC   | CORRUGATED METAL PIPE            | FNCRW | WIRE FENCE                | OH   | OVERHANG                  | SSCO  | SANITARY SEWER MANHOLE     | W        | WEST OF WATER               |
| CONST | CONSTRUCTION                     | FO    | FIBER OPTIC               | OH   | OVERHEAD COMMUNICATIONS   | SSMH  | SANITARY SEWER CLEANOUT    | WM       | WATER METER                 |
| CP    | CORNER                           | OW    | OVERHEAD POWER            | OH   | OVERHEAD POWER            | STEAM | STEAM                      | WM       | WATER MANHOLE               |
| CP    | CONTROL POINT                    | FT    | FEET                      | OHT  | OVERHEAD TELEPHONE        | STA   | STATION                    | WS       | WATER SURFACE               |
| CTREE | CONCRETE TREE                    | G     | NATURAL GAS               | OHT  | OVERHEAD TELEVISION       | STD   | STANDARD                   | WTR      | WATER WATER                 |
| CUB   | CUBIC FOOT                       | GA    | GARAGE                    | LP   | LOW POINT                 | STN   | STORM                      | WV       | WATER VALVE                 |
| CUB   | CUBIC YARD                       | GB    | GROUND BREAK              | LP   | LOW POINT                 | SV    | SOLD YELLOW LINE           | WW       | WATERWAY                    |
| DEL   | DELIVER                          | GL    | GROUND LIGHT              | PC   | POINT OF CURVATURE        | SVL   | SOLD WHITE LINE            |          |                             |
| DIA   | DIAMETER                         |       |                           |      |                           |       |                            |          |                             |

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# DISTRICT ENERGY

**DOVER STREET  
VINEYARD, UT**

[illegible]

**PROJECT NO: 23067.G**

DRAWN BY: C

CHECKED BY: TJD

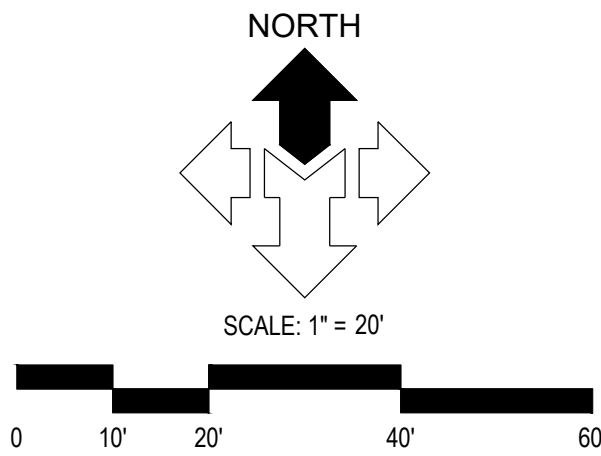
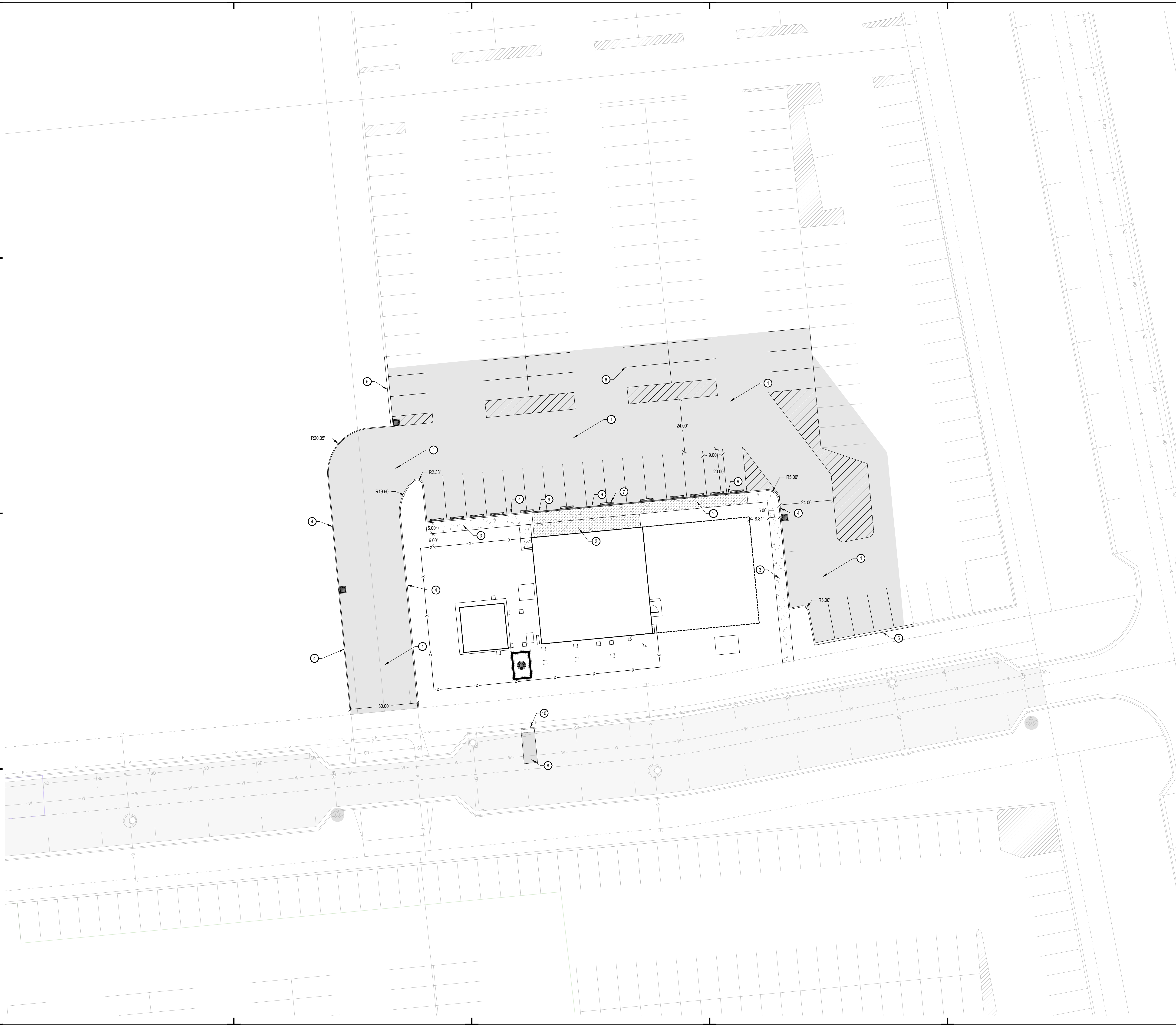
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## GENERAL NOTES, LEGEND AND ABBREVIATIONS

# C0.01



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**GENERAL NOTES:**  
ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.  
SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.  
SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.  
ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.  
ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

- KEYED NOTES:**  
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- ① STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
  - ② CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
  - ③ CONCRETE SIDEWALK, PER TOWN OF VINEYARD STANDARD DETAIL 4.
  - ④ CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
  - ⑤ 12" WIDE, 6" TALL ASPHALT CURB.
  - ⑥ 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
  - ⑦ CONCRETE WHEEL STOP. SEE DETAIL 'B1', SHEET C5.01.
  - ⑧ ASPHALT T-PATCH, PER APWA PLAN NO. 255.
  - ⑨ ASPHALT FLUSH WITH CONCRETE
  - ⑩ REPLACE 30" CURB AND GUTTER, MATCH EXISTING.



**NOTICE!**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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DISTRICT ENERGY

DOVER STREET VINEYARD, UT

| REVISIONS |      | DESCRIPTION |
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| REV       | DATE |             |
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PROJECT NO: 23067.G  
DRAWN BY: GBL  
CHECKED BY: TJD  
DATE: 08/26/25

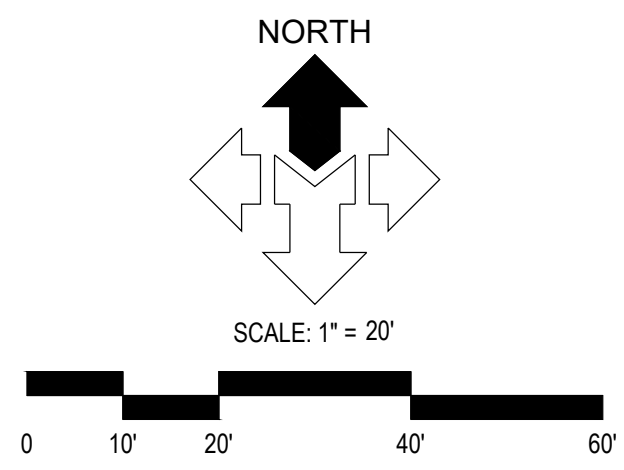
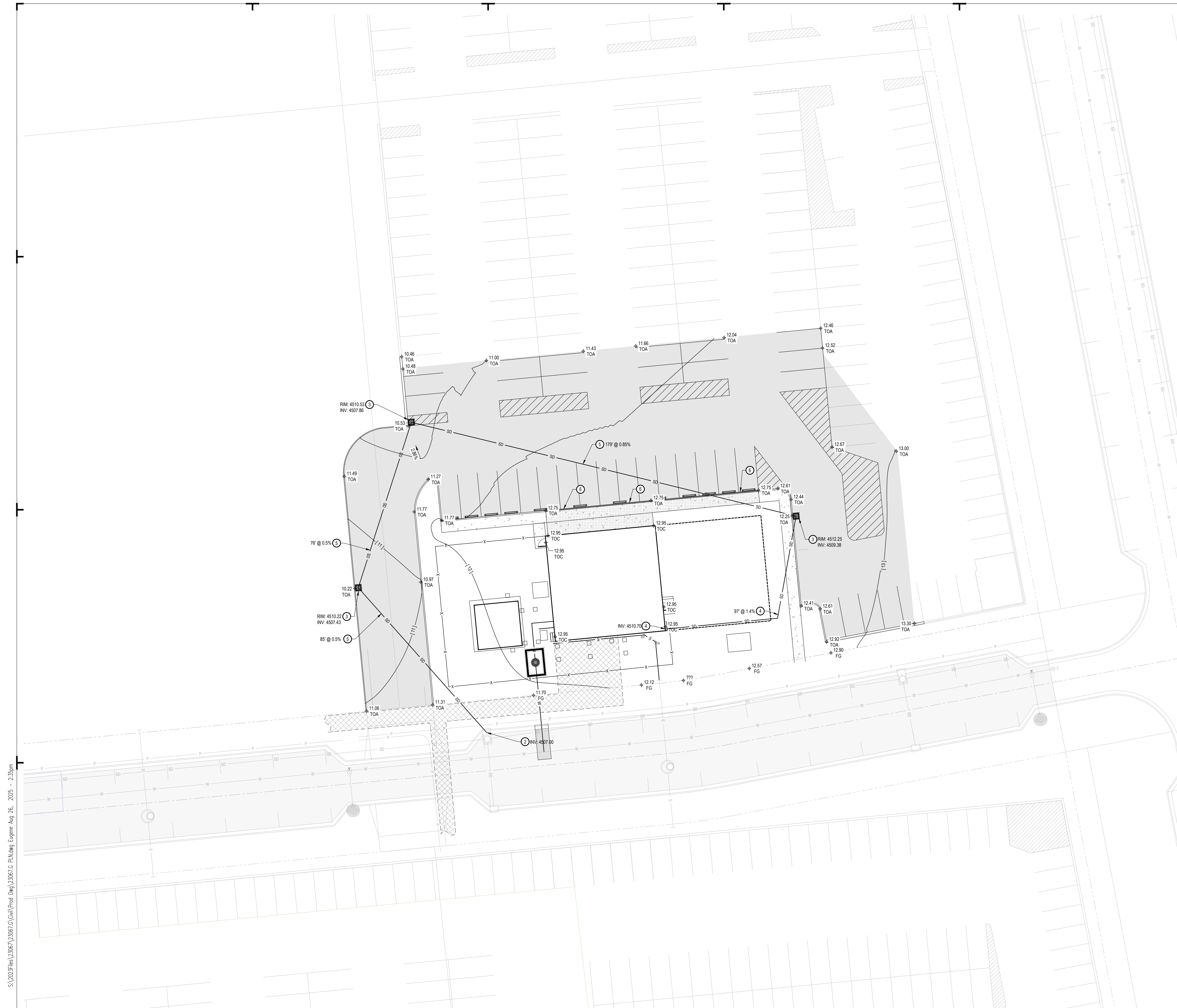
CIVIL

SITE PLAN

C1.01

Page 24 of 113





GENERAL NOTES:

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT (IF AVAILABLE). THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOIL, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT, ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 80% OF THE PROPOSED PROXIMUM MAXIMUM DENSITY PER ASTM TEST D-1557 OR 95% UNDER LABORATORY CONDITIONS. THERE SHALL BE 98% FIRM OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS & SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS SHOWN ON SHEET C2.10 SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S ERRORS OR OMISSIONS BY LOCATING UTILITIES SHALL BE PAID BY CONTRACTOR. THE LOCATION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

ALL ELEVATIONS SHOWN AT TOP AND BOTTOM OF WALL(S), IF ANY, ARE ELEVATIONS AT FINISH GRADE, UNLESS OTHERWISE NOTED.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1 GRADE SITE TO ELEVATIONS AND CONTOURS SHOWN ON PLAN.
- 2 CORE-CONNECT NEW STORM DRAIN LINE TO EXISTING STORM DRAIN STRUCTURE.
- 3 STORM DRAIN CATCH BASIN WITH HEAVY DUTY BICYCLE SAFE GRATE. SEE DETAIL 'A1', SHEET CS.01.
- 4 6" DIAMETER HDPE STORM DRAIN LINE. SEE TOWN OF VINEYARD STANDARD 13 FOR TRENCHING DETAIL.
- 5 12" DIAMETER HDPE STORM DRAIN LINE. SEE TOWN OF VINEYARD STANDARD 13 FOR TRENCHING DETAIL.
- 6 ASPHALT FLUSH WITH CONCRETE

### COMMON GRADING ABBREVIATIONS:

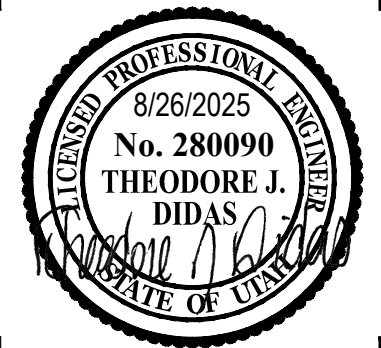
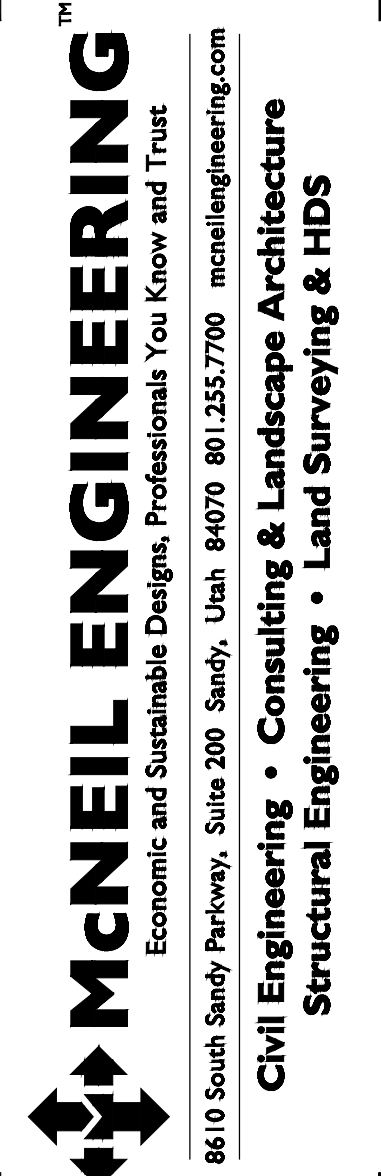
SEE SHEET C0.01 FOR ADDITIONAL ABBREVIATIONS

- |        |                                |
|--------|--------------------------------|
| - BFE  | BASEMENT FLOOR ELEVATION       |
| - BW   | FINISH GRADE AT BOTTOM OF WALL |
| - EX   | EXISTING                       |
| - EXA  | EDGE OF ASPHALT                |
| - FFE  | EDGE OF CONCRETE               |
| - FFG  | FINISH FLOOR ELEVATION         |
| - FG   | FINISH GRADE                   |
| - FL   | FLOW LINE                      |
| - GB   | GRADE BREAK                    |
| - HP   | HIGH POINT                     |
| - LP   | LOW POINT                      |
| - NG   | NATURAL GROUND                 |
| - SDOB | STORM DRAIN CATCH BASIN        |
| - SDOC | STORM DRAIN CLEANOUT BOX       |
| - SDOB | STORM DRAIN BASIN              |
| - SDMH | STORM DRAIN MANHOLE            |
| - TBC  | TOP BACK OF CURB               |
| - TOA  | TOP OF ASPHALT                 |
| - TOC  | TOP OF CONCRETE                |
| - TOG  | TOP OF GRATE                   |
| - TOW  | TOP OF WALL                    |
| - TW   | FINISH GRADE AT TOP OF WALL    |
| - WW   | WATERWAY                       |



**NOTICE!**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



# DISTRICT ENERGY

**DOVER STREET  
VINEYARD, UT**

| REV                 |   | DATE     | DESCRIPTION |
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| DRAWN BY:           |   | GBL      |             |
| CHECKED BY:         |   | TJD      |             |
| DATE:               |   | 08/26/25 |             |

## GRADING AND DRAINAGE PLAN

## C2.01

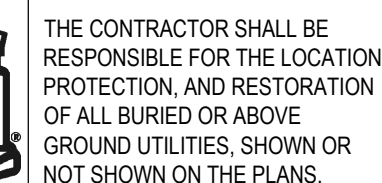






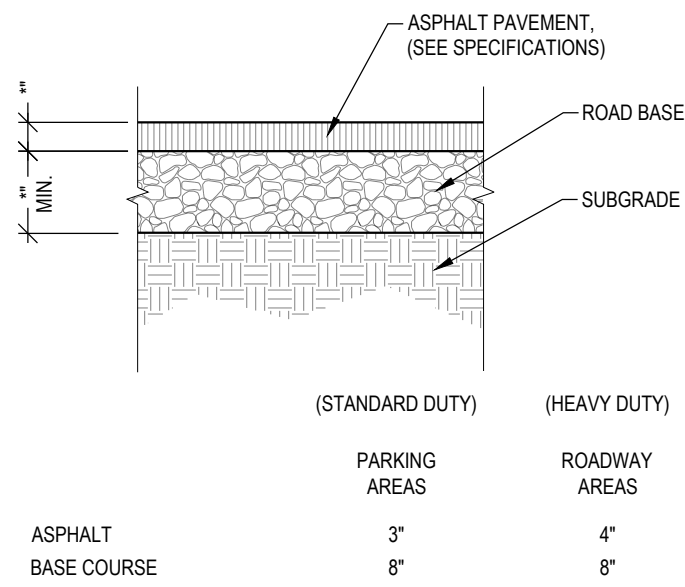


11 APPROXIMATE WIDTH AND LOCATION OF DOMINION ENERGY TRENCH. CONTRACTOR TO COORDINATE DESIGN AND INSTALLATION OF UTILITIES THAT CROSS THE TRENCH WITH DOMINION ENERGY.

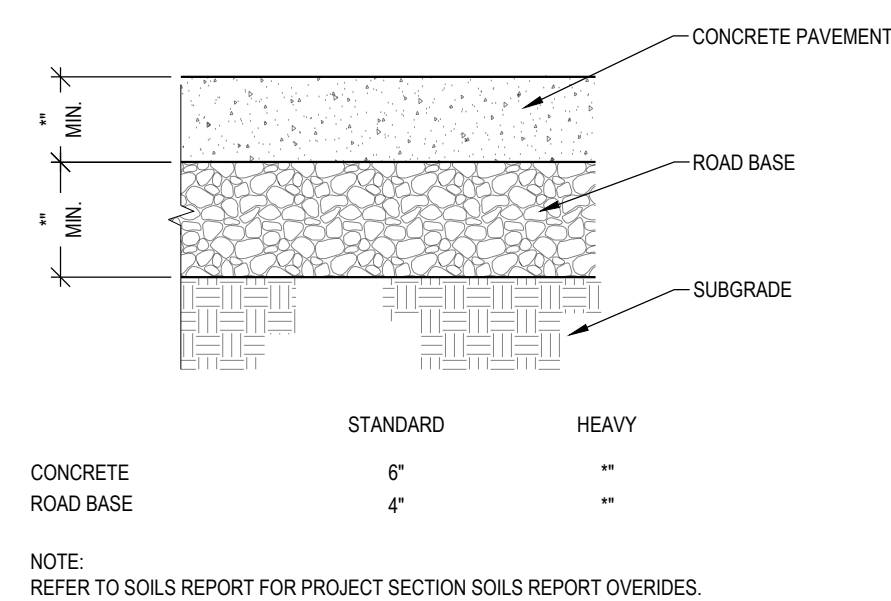


## C4.01

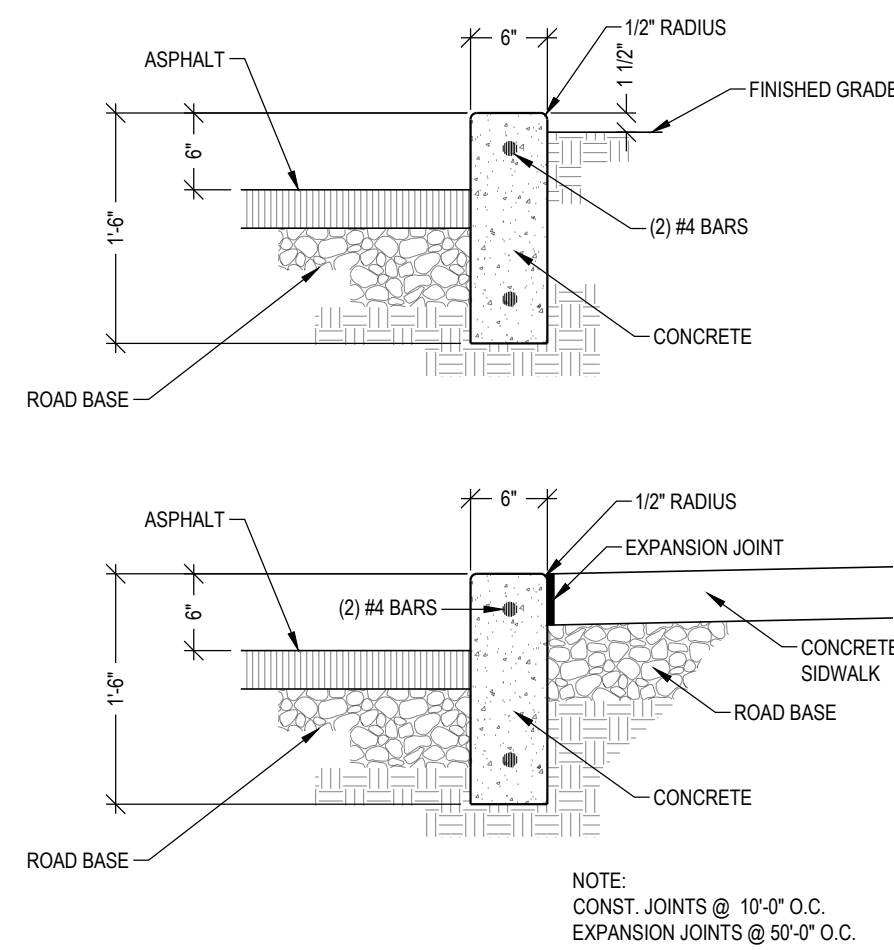




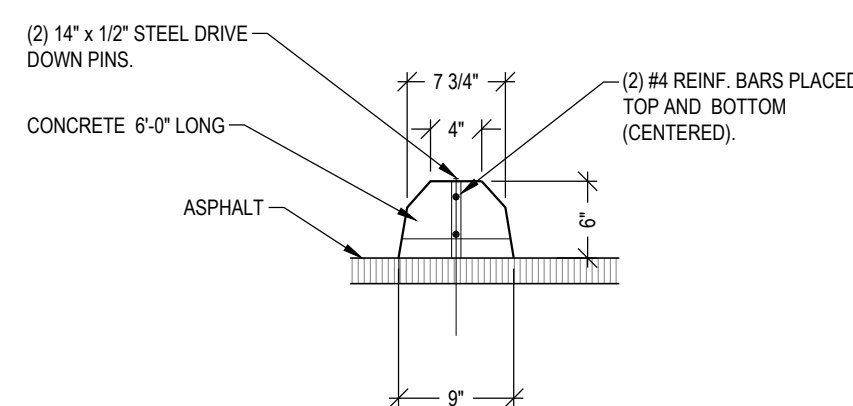
D1



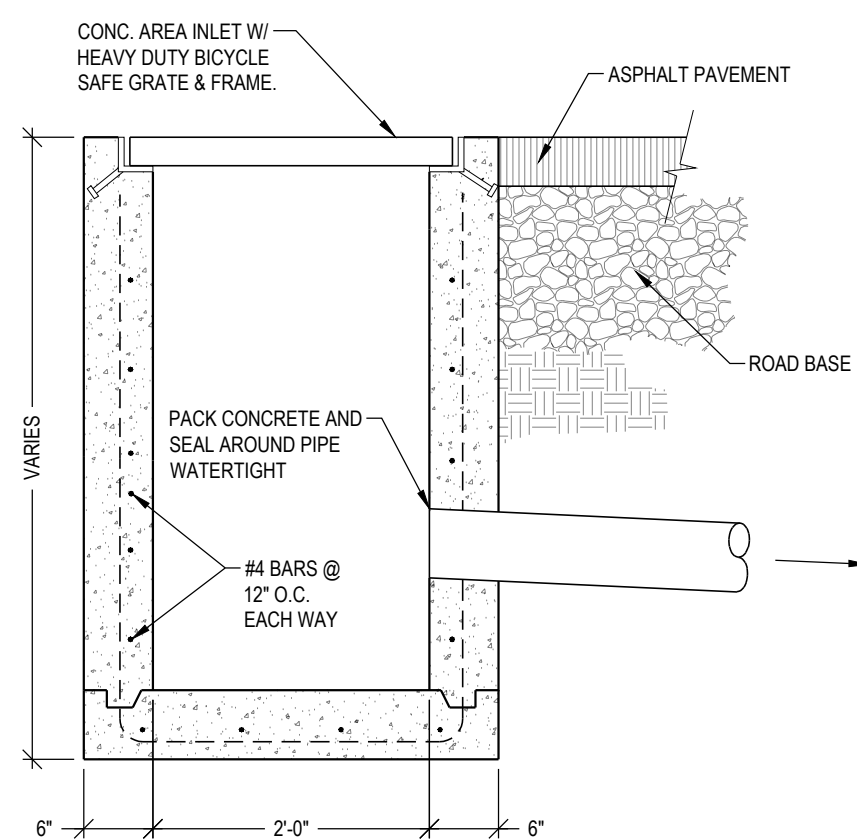
C1



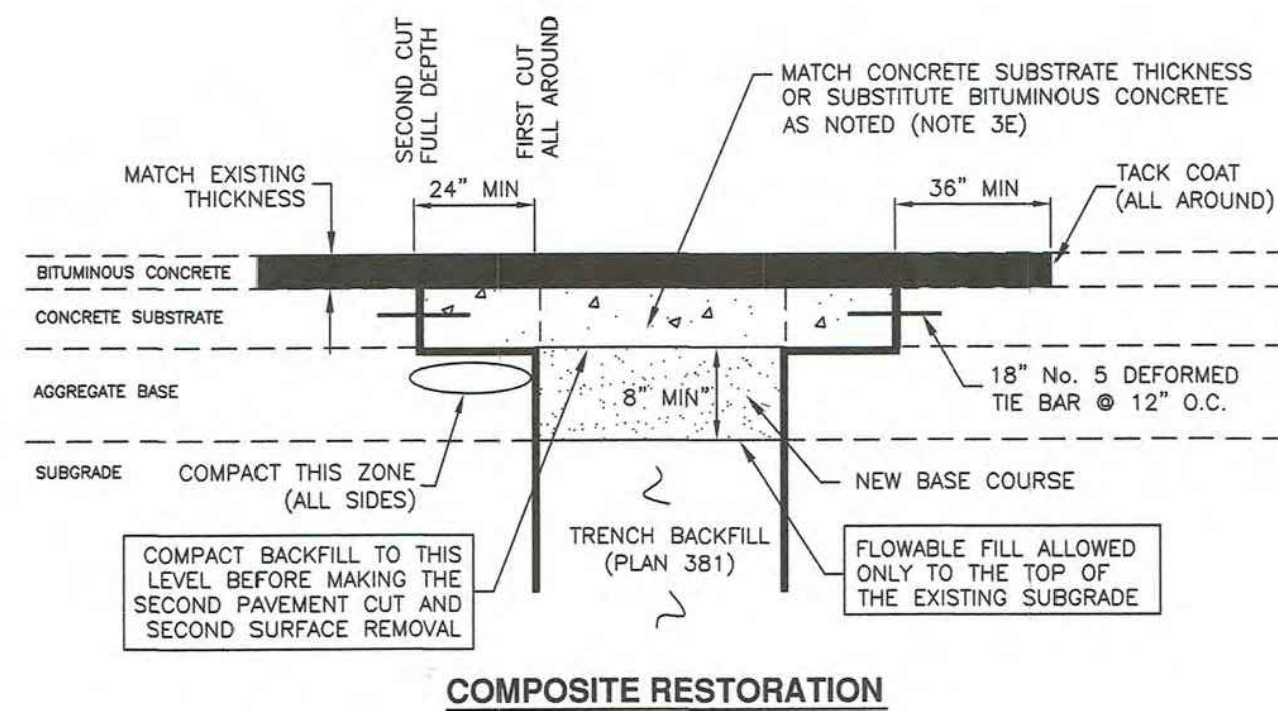
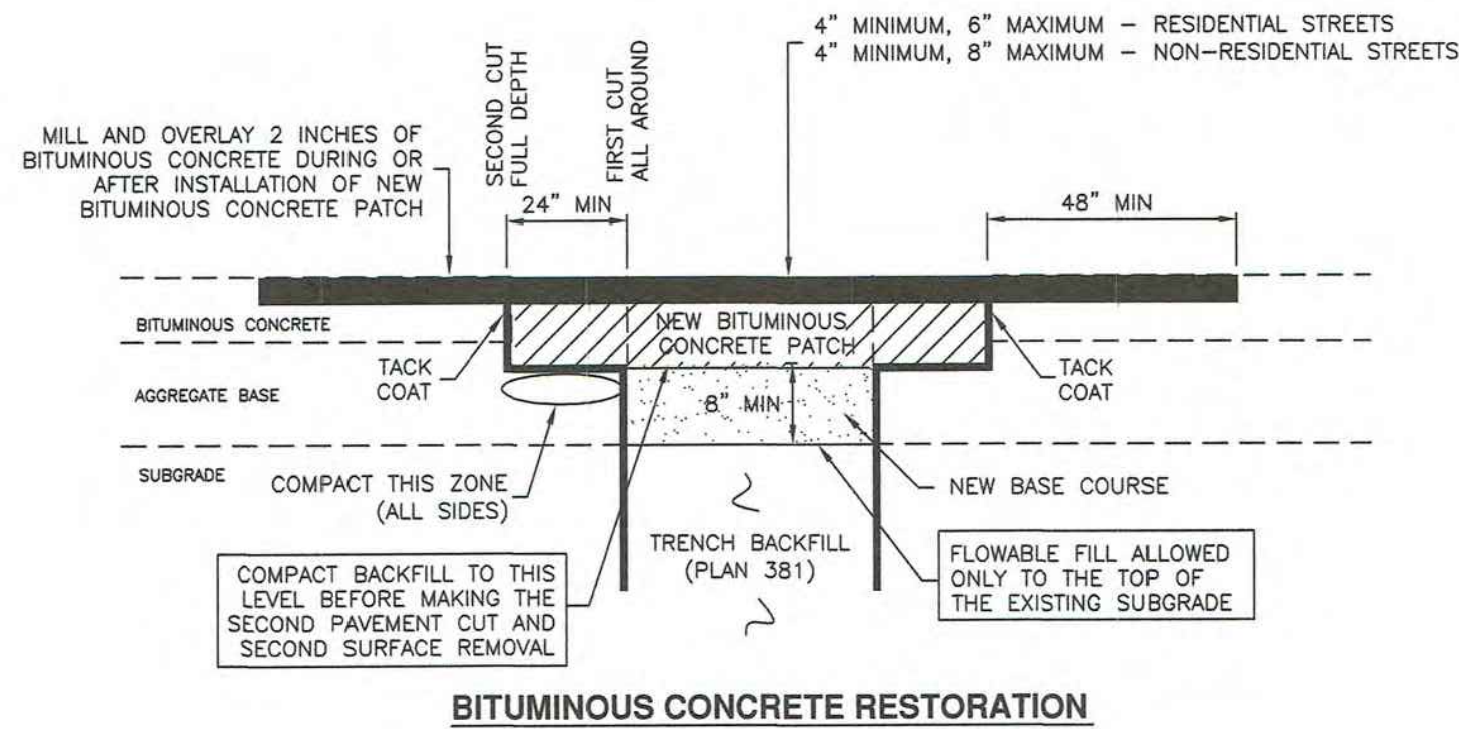
C2



B1



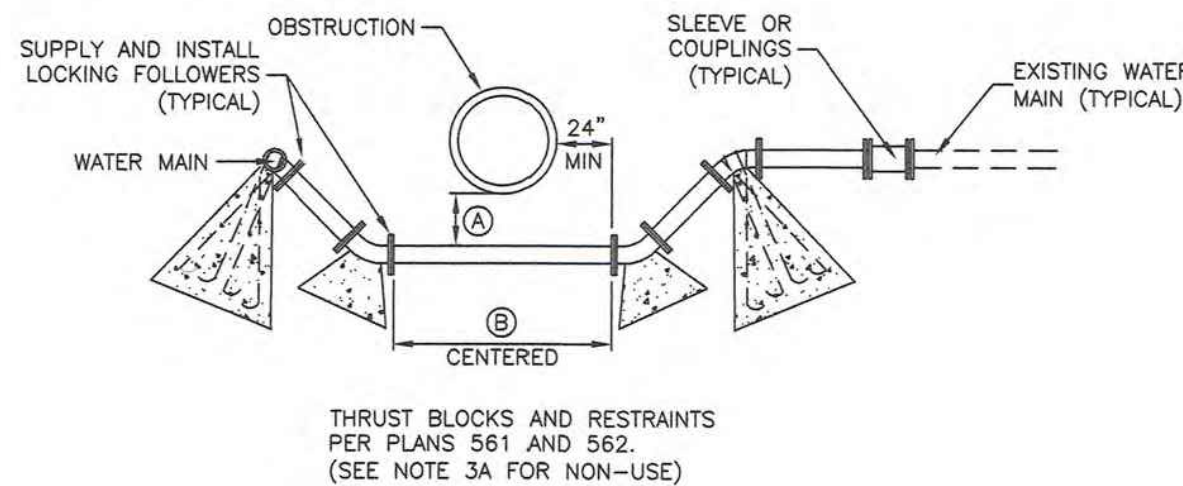
A1



Bituminous pavement T-patch

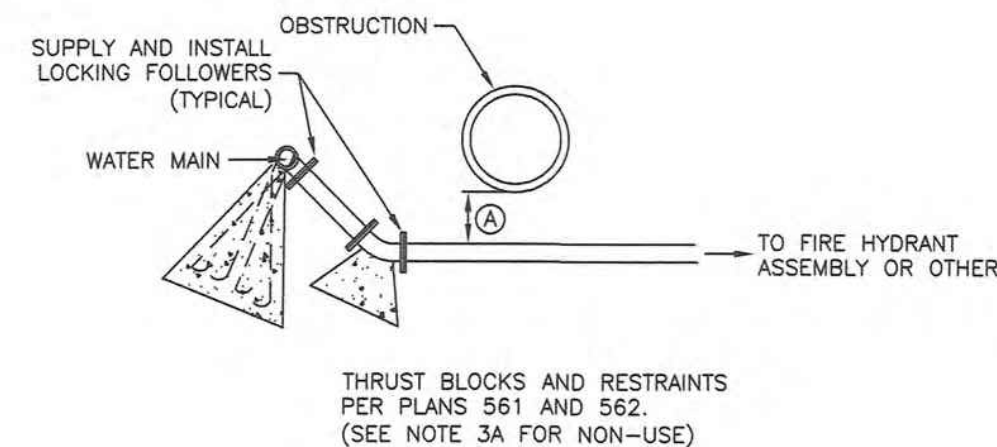
Plan  
255  
November 2015

STYLE B AND C



| TABLE OF DIMENSIONS |         |            |
|---------------------|---------|------------|
| OBSTRUCTION         | Ⓐ       | Ⓑ          |
| SEWER               | 18" MIN | 20' MIN    |
| OTHER               | 12" MIN | O.D. + 48" |

STYLE B

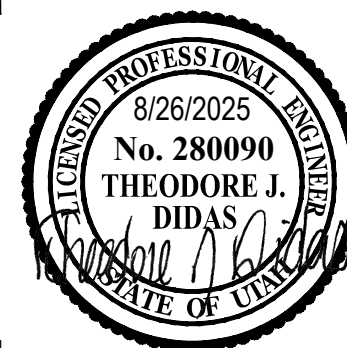


| TABLE OF DIMENSIONS |         |
|---------------------|---------|
| OBSTRUCTION         | Ⓐ       |
| SEWER               | 18" MIN |
| OTHER               | 12" MIN |

STYLE C

Water main line loop

Plan  
543.2  
March 2011



DISTRICT ENERGY

DOVER STREET  
VINEYARD, UT

REVISIONS

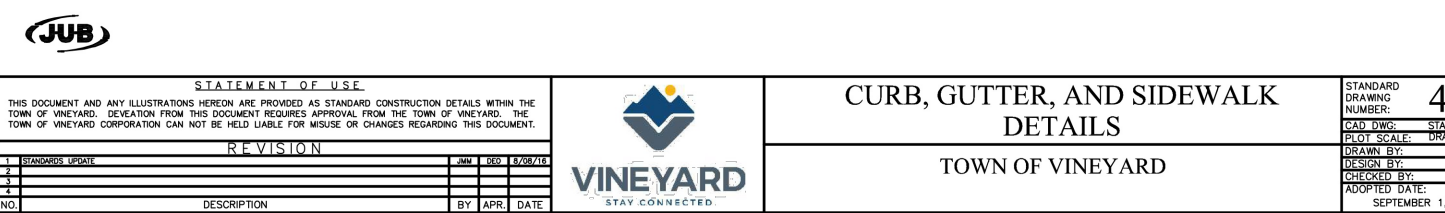
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PROJECT NO: 23067.G  
DRAWN BY: GBL  
CHECKED BY: TJD  
DATE: 08/26/25

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DETAILS

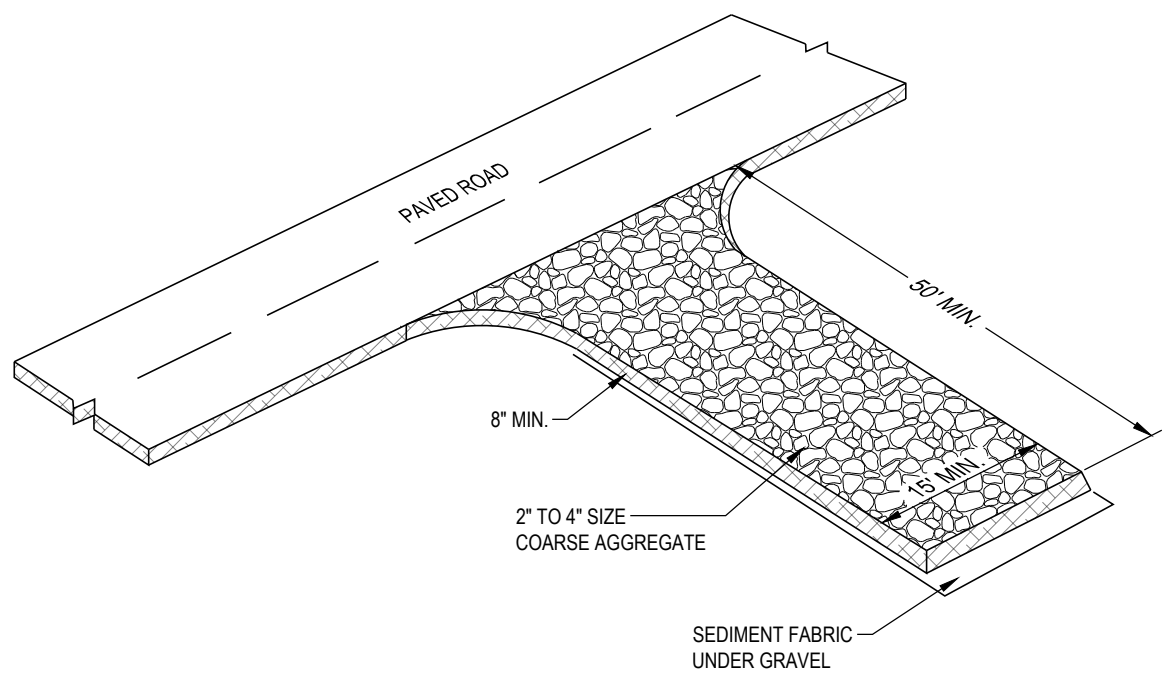
C5.01







S:\2023files\23067\23067-01 Civil Prod Dwg\23067-01 PLN.dwg Engineer Aug 26, 2025 - 2:15pm



DESCRIPTION:  
A STABILIZED PAD OF CRUSHED STONE LOCATED WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES THE SITE FROM OR TO PAVED SURFACE.

APPLICATIONS:  
AT ANY POINT OF INGRESS OR EGRESS AT A CONSTRUCTION SITE WHERE ADJACENT TRAVELED WAY IS PAVED. GENERALLY APPLIES TO SITES OVER 2 ACRES UNLESS SPECIAL CONDITIONS EXIST.

INSTALLATION/APPLICATION CRITERIA:  
• CLEAR GRUB AREA AND GRADE TO PROVIDE MAXIMUM SLOPE OF 2%.  
• COMPACT SUB GRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN FOR MORE THAN 3 MONTHS).  
• PLACE COARSE AGGREGATE, 1 TO 2-1/2 INCHES IN SIZE, TO A MINIMUM DEPTH OF 8 INCHES.

LIMITATIONS:  
• REQUIRES PERIODIC TOP DRESSING WITH ADDITIONAL STONES.  
• SHOULD BE USED IN CONJUNCTION WITH STREET SWEEPING ON ADJACENT PUBLIC RIGHT-OF-WAY.

MAINTENANCE:  
• INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.  
• INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.  
• REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.  
• EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC AND PREVENT EROSION AT DRIVEWAYS.

#### OBJECTIVES

- HOUSEKEEPING PRACTICES
- CONTAIN WASTE
- MINIMIZE DISTURBED AREA
- STABILIZE DISTURBED AREA
- PROTECT SLOPES/CHANNELS
- CONTROL SITE PERIMETER
- CONTROL INTERNAL EROSION

#### TARGETED POLLUTANTS

- SEDIMENT
- NUTRIENTS
- TOXIC MATERIALS
- OIL & GREASE
- FLOATABLE MATERIALS
- OTHER WASTE

- HIGH IMPACT
- MEDIUM IMPACT
- LOW OR UNKNOWN IMPACT

#### IMPLEMENTATION REQUIREMENTS

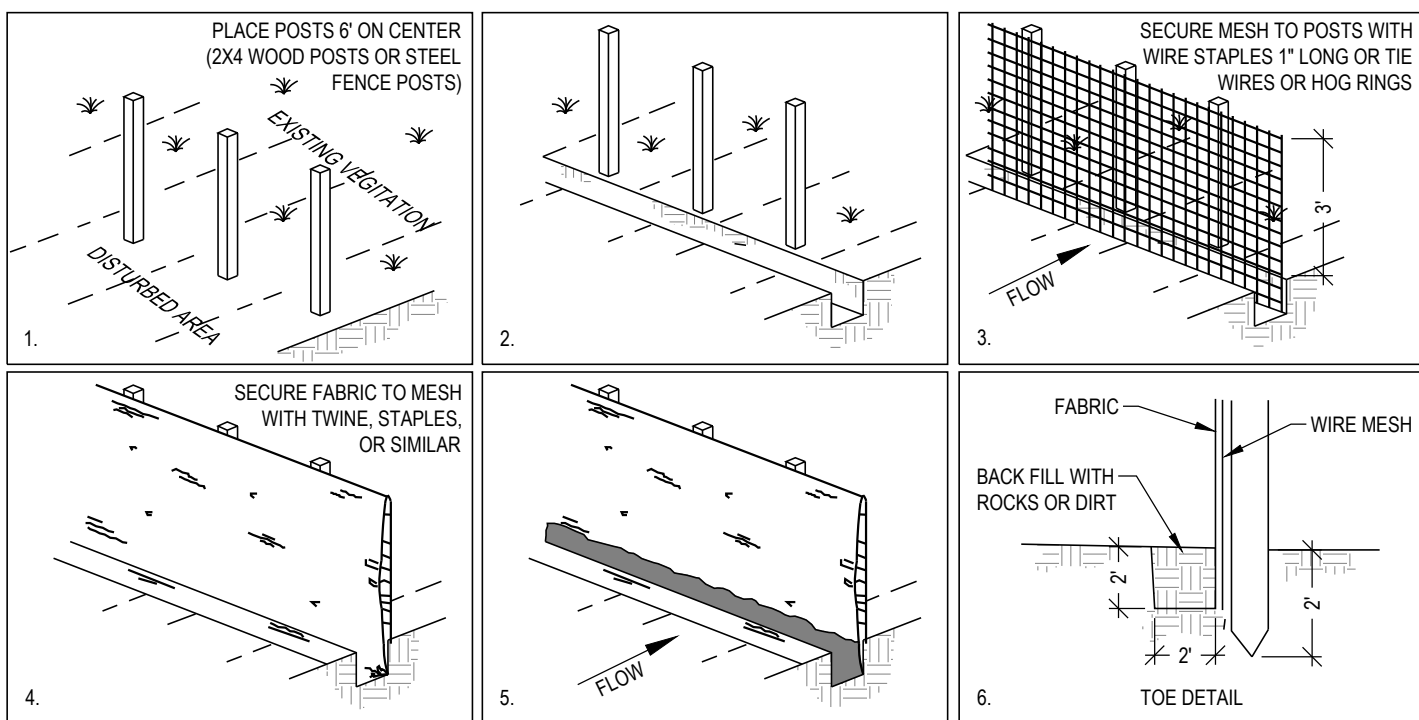
- CAPITAL COSTS
- O & M COSTS
- MAINTENANCE
- TRAINING

- HIGH
- MEDIUM
- LOW

### STABILIZED CONSTRUCTION ENTRANCE

SCALE: N.T.S.

C1



DESCRIPTION:  
A TEMPORARY SEDIMENT BARRIER CONSISTING OF ENTRENCHED FILTER FABRIC STRETCHED ACROSS AND SECURED TO SUPPORTING POSTS.

APPLICATIONS:  
• PERIMETER CONTROL: PLACE BARRIER AT DOWNGRADE LIMITS OF DISTURBANCE.  
• SEDIMENT BARRIER: PLACE BARRIER AT TOE OF SLOPE OR SOIL STOCKPILE.  
• PROTECTION OF EXISTING WATERWAYS: PLACE BARRIER AT TOP OF STREAM BANK.  
• INLET PROTECTION: PLACE FENCE SURROUNDING CATCH BASINS.

INSTALLATION/APPLICATION CRITERIA:  
• PLACE POSTS 6 FEET APART ON CENTER ALONG CONTOUR (OR USE PRE-ASSEMBLED UNIT) AND DRIVE 2 FEET MINIMUM INTO GROUND. EXCAVATE AN ANCHOR TRENCH IMMEDIATELY UPGRADIENT OF POSTS.  
• SECURE WIRE MESH (1/4 GAGE MIN. WITH 6 INCH OPENINGS) TO UPSLOPE SIDE OF POSTS. ATTACH WITH HEAVY DUTY 1 INCH LONG WIRE STAPLES, TIE WIRES OR HOG RINGS.  
• CUT FABRIC TO REQUIRED WIDTH. UNROLL ALONG LENGTH OF BARRIER AND DRAPE OVER BARRIER. SECURE FABRIC TO MESH WITH TWINE, STAPLES, OR SIMILAR, WITH TRAILING EDGE EXTENDING INTO ANCHOR TRENCH.  
• BACKFILL OVER FILTER FABRIC TO ANCHOR.

LIMITATIONS:  
• RECOMMENDED MAXIMUM DRAINAGE AREA OF 0.5 ACRE PER 100 FEET OF FENCE.  
• RECOMMENDED MAXIMUM UPGRADIENT SLOPE LENGTH OF 150 FEET.  
• RECOMMENDED MAXIMUM UPHILL GRADE OF 2:1 (50%).  
• RECOMMENDED MAXIMUM FLOW RATE OF 0.5 CFS.  
• PONDING SHOULD NOT BE ALLOWED BEHIND FENCE.

MAINTENANCE:  
• INSPECT IMMEDIATELY AFTER ANY RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.  
• LOOK FOR RUNOFF BYPASSING ENDS OF BARRIERS OR UNDERCUTTING BARRIERS.  
• REPAIR OR REPLACE DAMAGED AREAS OF THE BARRIER AND REMOVE ACCUMULATED SEDIMENT.  
• REANCHOR FENCE AS NECESSARY TO PREVENT SHORTCUTTING.  
• REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE FENCE.

#### OBJECTIVES

- HOUSEKEEPING PRACTICES
- CONTAIN WASTE
- MINIMIZE DISTURBED AREA
- STABILIZE DISTURBED AREA
- PROTECT SLOPES/CHANNELS
- CONTROL SITE PERIMETER
- CONTROL INTERNAL EROSION

#### TARGETED POLLUTANTS

- SEDIMENT
- NUTRIENTS
- TOXIC MATERIALS
- OIL & GREASE
- FLOATABLE MATERIALS
- OTHER WASTE

- HIGH IMPACT
- MEDIUM IMPACT
- LOW OR UNKNOWN IMPACT

#### IMPLEMENTATION REQUIREMENTS

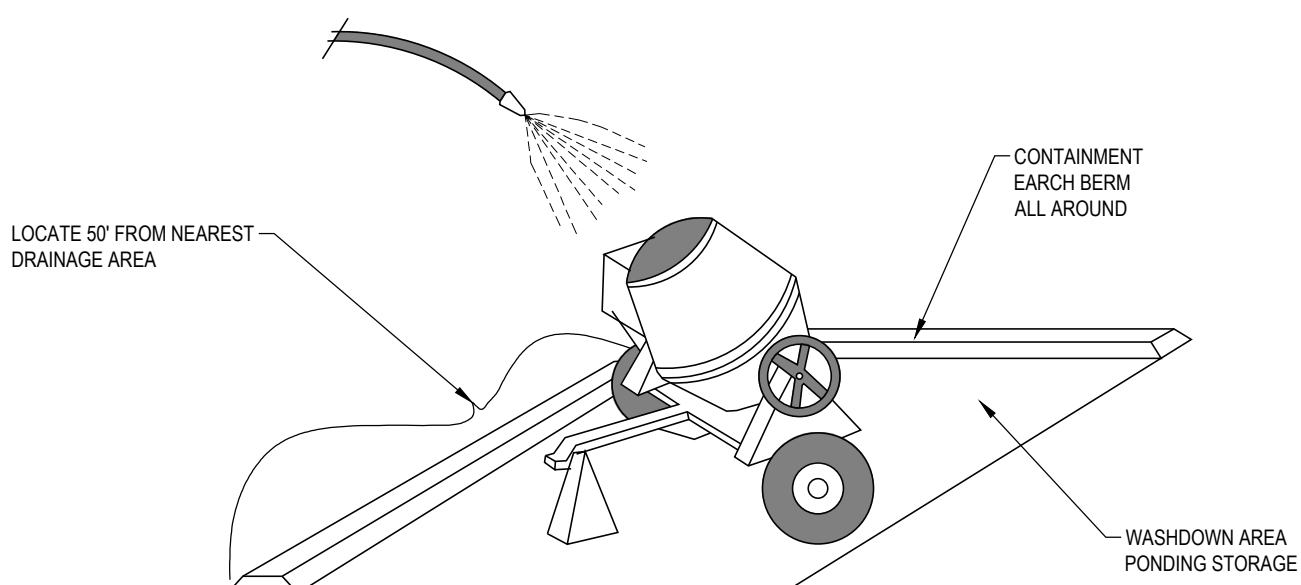
- CAPITAL COSTS
- O & M COSTS
- MAINTENANCE
- TRAINING

- HIGH
- MEDIUM
- LOW

### SILT FENCE

SCALE: N.T.S.

C3



#### OBJECTIVES

- HOUSEKEEPING PRACTICES
- CONTAIN WASTE
- MINIMIZE DISTURBED AREA
- STABILIZE DISTURBED AREA
- PROTECT SLOPES/CHANNELS
- CONTROL SITE PERIMETER
- CONTROL INTERNAL EROSION

#### TARGETED POLLUTANTS

- SEDIMENT
- NUTRIENTS
- TOXIC MATERIALS
- OIL & GREASE
- FLOATABLE MATERIALS
- OTHER WASTE

- HIGH IMPACT
- MEDIUM IMPACT
- LOW OR UNKNOWN IMPACT

#### IMPLEMENTATION REQUIREMENTS

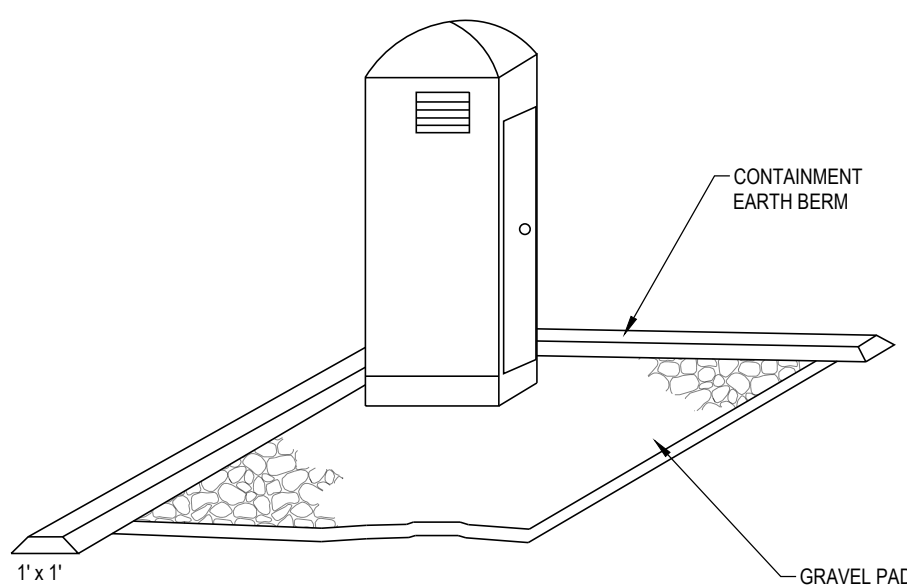
- CAPITAL COSTS
- O & M COSTS
- MAINTENANCE
- TRAINING

- HIGH
- MEDIUM
- LOW

### CONCRETE WASTE MANAGEMENT

SCALE: N.T.S.

A3



DESCRIPTION:  
TEMPORARY ON-SITE SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL.

APPLICATIONS:  
• ALL SITES WITH NO PERMANENT SANITARY FACILITIES OR WHERE PERMANENT FACILITY IS TO FAR FROM ACTIVITIES.

INSTALLATION/APPLICATION CRITERIA:  
• LOCATE PORTABLE TOILETS IN CONVENIENT LOCATIONS THROUGHOUT THE SITE.  
• PREPARE LEVEL GRAVEL SURFACE AND PROVIDE CLEAR ACCESS TO THE TOILETS FOR SERVICING AND FOR ON-SITE PERSONNEL.  
• CONSTRUCT EARTH BERM PERIMETER (SEE EARTH BERM BARRIER INFORMATION SHEET), CONTROL FOR SPILL/PROTECTION LEAK.

LIMITATIONS:  
• NO LIMITATIONS

MAINTENANCE:  
• PORTABLE TOILETS SHOULD BE MAINTAINED IN GOOD WORKING ORDER BY LICENSED SERVICE WITH DAILY OBSERVATION FOR LEAK DETECTION.  
• REGULAR WASTE COLLECTION SHOULD BE ARRANGED WITH LICENSED SERVICE.  
• ALL WASTE SHOULD BE DEPOSITED IN SANITARY SEWER SYSTEM FOR TREATMENT WITH APPROPRIATE AGENCY APPROVAL.

#### OBJECTIVES

- HOUSEKEEPING PRACTICES
- CONTAIN WASTE
- MINIMIZE DISTURBED AREA
- STABILIZE DISTURBED AREA
- PROTECT SLOPES/CHANNELS
- CONTROL SITE PERIMETER
- CONTROL INTERNAL EROSION

#### TARGETED POLLUTANTS

- SEDIMENT
- NUTRIENTS
- TOXIC MATERIALS
- OIL & GREASE
- FLOATABLE MATERIALS
- OTHER WASTE

- HIGH IMPACT
- MEDIUM IMPACT
- LOW OR UNKNOWN IMPACT

#### IMPLEMENTATION REQUIREMENTS

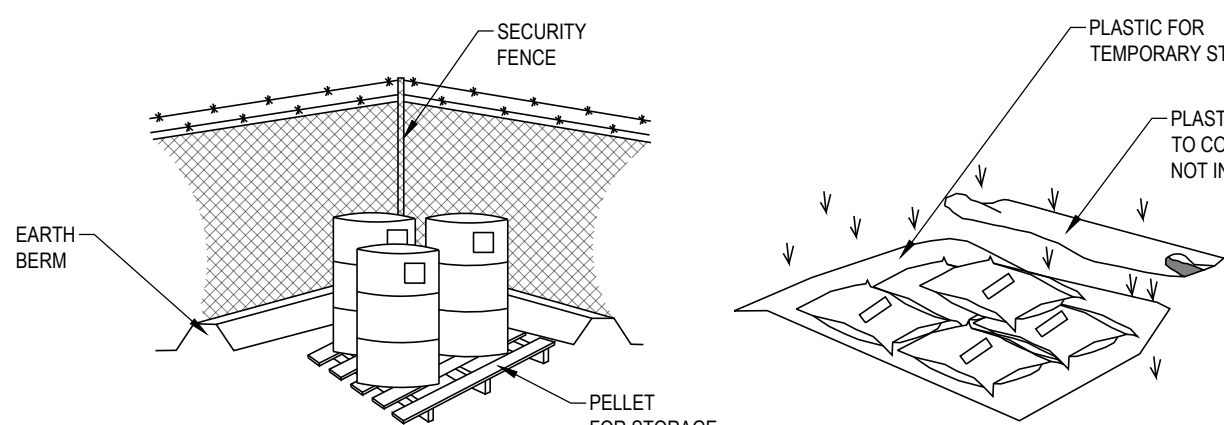
- CAPITAL COSTS
- O & M COSTS
- MAINTENANCE
- TRAINING

- HIGH
- MEDIUM
- LOW

### PORTABLE TOILETS

SCALE: N.T.S.

C5



#### OBJECTIVES

- HOUSEKEEPING PRACTICES
- CONTAIN WASTE
- MINIMIZE DISTURBED AREA
- STABILIZE DISTURBED AREA
- PROTECT SLOPES/CHANNELS
- CONTROL SITE PERIMETER
- CONTROL INTERNAL EROSION

#### TARGETED POLLUTANTS

- SEDIMENT
- NUTRIENTS
- TOXIC MATERIALS
- OIL & GREASE
- FLOATABLE MATERIALS
- OTHER WASTE

- HIGH IMPACT
- MEDIUM IMPACT
- LOW OR UNKNOWN IMPACT

#### IMPLEMENTATION REQUIREMENTS

- CAPITAL COSTS
- O & M COSTS
- MAINTENANCE
- TRAINING

- HIGH
- MEDIUM
- LOW

### MATERIALS STORAGE

SCALE: N.T.S.

A5



### SEDIMENT BARRIER / FILTER SOCK PROTECTION

SCALE: N.T.S.

C REPLENISH

A1

#### REVISIONS

| REV | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

PROJECT NO: 23067.G

DRAWN BY: GBL

CHECKED BY: TJD

DATE: 08/26/25

#### CIVIL DETAILS

**C5.03**



## VINEYARD PLANNING COMMISSION STAFF REPORT

**Meeting Date:** November 5, 2025

**Agenda Item:** Massage and Energy Therapy Establishments, Sexually-oriented Businesses, and Business License Appeals Text Amendments

**Department:** Community Development

**Presenter:** Kelly Kloepper

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### **Background/Discussion:**

On August 6, 2025, Business License Specialist Kelly Kloepper presented the initial report to the Vineyard Planning Commission regarding these amendments.

Massage Establishments are currently addressed in Municipal Code 6.10; however, this chapter is inadequate and needs to be made more robust. In addition, the city attorney has also advised zoning updates for this use.

Sexually-Oriented Businesses defined in VZC 15.60.020 as "A business which depicts, portrays, or describes "specified sexual activities" or "specified anatomical areas," or instruments, devices, or paraphernalia which are designated or used in connection with specified sexual activities, including but not limited to adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or nude or seminude model studio."

The First Amendment to the U.S. Constitution protects freedom of speech and expression, which extends to sexually oriented businesses. Therefore, a city may not outright prohibit this use, but is allowed to address it through zoning ordinances. In Vineyard, this use is currently listed in the District Use Table (VZC 15.12.050) as a Conditional Use in the Manufacturing Zone.

Most city codes, including Vineyard's, have centralized processes for land-use decisions but not for business license decisions, despite business licenses constituting property interests triggering due process rights. As part of this amendment, City Attorney Jayme Blakesley has recommended that the city adopt a consolidated appeals process for business license denials, suspensions, revocations, and other deprivations, like with land-use decisions.

The proposed amendments will affect the Vineyard Zoning Code and will also delete the current Chapter 6.10 and create three new chapters in Title 5 Business Licenses and Regulations in the Vineyard Municipal Code.

The Vineyard Planning Commission will hold a public hearing and vote to make recommendations to City Council on the zoning text amendments for Massage and Energy Therapy Establishments at the November 19, 2025 Planning Commission meeting; however, they will not make a recommendation on the Municipal Code amendments. The information on the Municipal Code amendments is presented to provide context.

These amendments will constitute Ordinance 2025-22 and will be attached prior to the posting of

the agenda of the November 5, 2025 Planning Commission meeting.

**Fiscal Impact:**

None.

**Recommendation:**

N/A - Discussion only.

**Sample Motion:**

N/A - Discussion only.

**Attachments:**

1. 2025-11-04 Vineyard MB Code (draft)
2. 2025-11-05 Vineyard SOB Code (draft)



# **Vineyard Municipal Code**

## **Chapter 5.22**

### **MASSAGE AND ENERGY THERAPY ESTABLISHMENTS**

#### **ARTICLE I. GENERAL PROVISIONS**

5.22.010: Purpose; Administration; Enforcement

5.22.020: Definitions

5.22.030: Summary Criminal History Information

5.22.040: Legal Conflicts; Severability

#### **ARTICLE II. LICENSE**

5.22.050: License Requirements; Exemptions

5.22.060: Application for License

5.22.070: Application Review; Required Bond; Issuance of License

5.22.080: Facility Requirements

5.22.090: Employees, Independent Contractors, and Lessees

5.22.100: Operating Requirements and Prohibited Acts

5.22.110: Suspension, Revocation, and Nonrenewal of License

#### **ARTICLE III. FEES**

5.22.120: Fees

#### **ARTICLE IV. ENFORCEMENT**

5.22.130: Notice of Violation

5.22.140: Hearings and Appeals

5.22.150: Violations and Administrative Penalties

5.22.160: Civil Enforcement

5.22.170: Compliance by Current Businesses; Grace Period

5.22.180: Cooperation with Law Enforcement

5.22.190: Undertaking for the General Welfare

## ARTICLE I. GENERAL PROVISIONS

### 5.22.010: Purpose; Administration; Enforcement

- A. Purpose.** Across the United States, illicit massage businesses have been used to harbor criminal activities, such as prostitution and human trafficking. The city's goal for this Chapter is to provide a framework for regulating massage businesses, thereby preventing their use for illicit purposes and protecting both legitimate businesses and the public welfare.
- B. Administration and Enforcement.** This chapter shall be administered through the business license administrator for Vineyard City. Enforcement may include all administrative, civil, and criminal remedies allowed by local, state, and federal law.

### 5.22.020: Definitions

**APPLICANT:** An individual or entity applying for a license under this Chapter. Any person—or coalition of owners—with a controlling ownership interest that meets all requirements of 5.22.0(A) is an eligible applicant.

**BUSINESS LICENSE ADMINISTRATOR:** The city's business license administrator or their designee.

**BUSINESS PREMISES:** The real property a sexually oriented business is located on, regardless of ownership. This includes (1) all indoor and outdoor areas within the parcel; and (2) any adjacent parking areas, walkways, or other features used in connection with the business.

**CONVICTED:** Having (1) pled guilty; (2) received a verdict of guilty, including a verdict following a plea of nolo contendere or no contest to a crime; or (3) entered a plea in abeyance, diversion, or other similar judicial agreement.

**DOPL:** The Utah Division of Occupational and Professional Licensing.

**ENERGY THERAPY:** A field of alternative medicine that claims "healing energy" may be channeled through a patient's body by another individual to yield positive results. The practice includes two variants relevant to this Chapter: (1) a "hands-on" variant involving physical contact, including through the use of instruments; and (2) a "hands-off" or "distant" variant which involves no physical contact except for (a) from the neck up, and (b) on the hands, forearms, and feet.



**HANDS-OFF ENERGY THERAPY ESTABLISHMENT:** Any location, place, area, structure, or business used for providing, practicing, or teaching the hands-off or distant variant of energy therapy.

**HANDS-ON ENERGY THERAPY ESTABLISHMENT:** Any location, place, area, structure, or business used for providing, practicing, or teaching the hands-on variant of energy therapy.

**ESTABLISHMENT:** A massage establishment, sole massage therapist establishment, or hands-on energy therapy establishment.

**LICENSE:** A business license issued by the city per this Chapter enabling the licensee to operate a massage establishment, outcall message service, or energy therapy establishment. This definition is not to be confused with (1) a massage establishment registration issued by DOPL per [Utah Code § 58-47b-301.1](#), as amended, authorizing massage establishments to provide massage therapy services; (2) a massage license issued by DOPL per [Utah Code § 58-47b-301](#), as amended, authorizing practitioners to administer massage therapy; or (3) a practitioner identification badge.

**LICENSEE:** Any person or entity who holds a license.

**MASSAGE:** The systematic manual or mechanical manipulation of the soft tissue of the body via physical contact—using the hands, mechanical instruments, or any other modality—including (1) any range of motion movements or movements without adjustment or articulation of the spinal column; (2) the use of oil rubs, heat lamps, salt glows, hot and cold packs, or tub, shower, steam, and cabinet baths; (3) manual traction and stretching exercise; (4) activities and modality techniques similar or related to the foregoing; and (5) providing, offering, or advertising a paid service using the term "massage" or a derivative of the word "massage" regardless of whether the service includes physical contact. This definition includes hands-on energy therapy and excludes hands-off energy therapy.

**MASSAGE ESTABLISHMENT:** A place where massage services are performed, excluding massage schools, outcall locations, and locations owned, rented, or leased by a sole practitioner.

**OUTCALL MESSAGE SERVICE:** Any business other than a massage establishment or sole massage therapist establishment that provides massage for compensation at a location designated by the patron rather than on the business premises.

**PATRON:** Any person who contracts with or employs any outcall services, or the client or customer of any business licensed pursuant to this Chapter.

**PRACTITIONER:** A person licensed and registered by DOPL as a Massage Therapist, Massage Apprentice, Massage Assistant, or Massage Assistant In-Training. This definition does not include hands-off energy therapy practitioners.

**PRACTITIONER IDENTIFICATION BADGE:** The badge issued by the city to a licensed massage therapist that will provide massage services in a massage establishment.

SOLE MESSAGE THERAPIST ESTABLISHMENT: A fixed place of business owned and operated by a sole practitioner.

SOLE PRACTITIONER: A DOPL-licensed Massage Therapist who provides massage for compensation without any partners, associates, employees, or business relationships with a massage establishment.

#### **5.22.030: Summary Criminal History Information**

- A. Required Submissions; Format.** The business license administrator may require the submission of local, state, or federal criminal history information for (1) licensing or certifying massage establishments; and (2) suspending or revoking licenses or certifications. This information shall be submitted in form of a summary report.
- B. Information Recency; Required Updates.** The business license administrator (1) may not accept a summary report that is older than three months at the time of submission; and (2) may require a summary report to be updated at any time.
- C. Dissemination Prohibited.** The information described in this section may not be publicly disseminated.

#### **5.22.040: Legal Conflicts; Severability**

Nothing in this Chapter shall be interpreted to permit (1) any action that violates any local, state, or federal law concerning obscenity; or (2) any lewd act prohibited by Utah Code § 76-5-419, as amended. Any portion that creates such a conflict shall be severed and preempted by the conflicting law. If any portion of this Chapter is held to be invalid, the remaining portions shall remain valid and effective.

### **ARTICLE II. LICENSE**

#### **5.22.050: License Requirements; Exemptions**

##### **A. Required License.**

##### **1. Establishments.**

- a. Massage; Hands-On Energy Therapy.** It is unlawful for any person or entity to operate, conduct, carry on, or maintain a hands-on energy therapy, massage, outcall massage service, or sole massage therapist establishment in the city without first obtaining (1) a license per this Chapter; and (2) DOPL registration per [Utah Code § 58-47b-301.1](#), as amended.



- B. Exemptions.** The following establishments may provide massage services without a license:

- C. Transfer of Business License or Controlling Interest.**

- ### 5.22.060: Application for License

1. Be at least 21 years old.
2. Obtain any license or registration required by and otherwise comply with the Massage Therapy Practice Act (Utah Code Title 58, Chapter 47b).
3. Comply with all rules promulgated by the Utah State Board of Massage Therapy.
4. Complete and submit the application form provided by the business license administrator.
5. Pay the non-refundable application fee provided in the city's consolidated fee schedule.
6. License inspection of any massage facilities proposed to be operated under the license by all relevant city departments, including the building, planning, and fire departments.

**C. Application Form Requirements.** The application form shall require the applicant to provide the following information under penalty of perjury:

1. **Address; Proof of Ownership Interest.** The address of the prospective massage establishment. If the applicant owns the business premises, the applicant must provide a copy of the deed and disclose any shared ownership interests. If the applicant leases the business premises, the applicant must provide a copy of the lease agreement which identifies all interested parties to the agreement.
2. **Identification.** The name, address, government-issued photo identification, and any other identifying information of the applicant requested by the business license administrator. If the applicant is a business, such information shall be provided for (1) each executive officer or managing member of the business; and (2) every person with a 10% or greater ownership interest in the business.
3. **DOPL Registration.** The DOPL-issued massage services registration of the prospective massage establishment.
4. **Services.** A description of all services to be rendered by the business.
5. **Floor Plan.** A floor plan of the prospective establishment indicating the location of massage treatment rooms, massage tables, massage chairs, and employee areas.
6. **Summary Criminal History Information.** If requested by the business license administrator, summary criminal history information per Section 5.22.030.
7. **Additional Businesses.** A list of the names and addresses of all other massage establishments which the applicant currently operates or has operated in the previous five years.



8. **Past Suspensions/Revocations.** A sworn statement as to whether the applicant has ever had a license to operate a massage establishment revoked or suspended and the reasons for such.
  9. **Practitioner Information.** The name and DOPL-issued massage services license of each practitioner to be employed by the business.
  10. **Contact.** Contact information for the responsible owner and/or operator who may be reached during business hours.
  11. **Insurance.** A certificate of insurance against general liability and liability for workers' compensation—or proof of self-insurance per the Utah Labor Code—in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  12. **Sole Massage Therapist – DOPL Licensure.** If applying for a sole massage therapist establishment license, proof of DOPL licensure as a Massage Therapist.
  13. **Miscellaneous.** Any other information requested by the business license administrator as permitted by law.
- D. Information Change.** Any change in the information required by Subsection (C) shall be reported in writing to the business license administrator by the licensee within 14 calendar days of the change, even if the license has already been issued. Failure to do so is grounds for license suspension or revocation.
- E. Preliminary Review; Notifying Applicant.** Within seven calendar days of receiving the application, the business license administrator shall review the application and notify the applicant in writing whether the application is complete and has been accepted for further review or is incomplete. If incomplete, the applicant has 30 calendar days from the date of the notification to amend and resubmit the application to correct the deficiencies identified in the notice
- F. Referral; Inspection.**
1. **Referral.** If the business license administrator accepts the application for further review, the business license administrator shall within 14 calendar days of receiving the application refer the application to the city's building, police, health, fire, and planning departments.
  2. **Inspection; Interference.** Within 45 calendar days of referral, each department shall inspect the business premises and facilities for compliance with the department's regulations and relay the findings to the business license administrator. The applicant and its agents shall not interfere with these inspections.
- G. Notifying Applicant.** After reviewing the application, the business license administrator shall notify the applicant in writing whether the application has been accepted for further review or is incomplete. If incomplete, the applicant has 30 calendar days from the date of the notification to correct the deficiencies identified in the notice.

- H. Notifying Police Department.** The business license administrator shall notify the police department of all approved and denied applications.

#### **5.22.070: Application Review; Required Bond; Issuance of License**

- A. Formal Review.** Within 90 calendar days of receiving a completed application or 30 calendar days of receiving the Section 5.22.060(F)(2) inspection findings, whichever is sooner, the business license administrator shall review the application and inspection findings to decide whether to approve or deny the application.

1. **Acceptance.** If approved, the business license administrator shall notify the applicant of the approval and request that the applicant post the required bond per Subsection (B).
2. **Denial.** If denied, the business license administrator shall issue to the applicant a written statement of denial detailing the reasons for the denial. If no action is taken within this timeframe, the license shall be deemed denied. The business license administrator may deny the application if:
  - a. Any of the reasons listed in Section 5.02.100 apply.
  - b. The applicant:
    - i. has had any business license suspended or revoked within the 36 months preceding submission of the application.
    - ii. has had any license or issued under this Chapter revoked.  
has been convicted of an offense involving (1) coercion, force, or violence upon another; (2) misdemeanor sexual battery; (3) sexual misconduct with a minor; (4) prostitution, pimping, or pandering; (5) human trafficking.
    - iii. has not fully complied with this Chapter.
  - c. The business premises and facilities do not comply with all applicable local, state, and federal requirements.
  - d. The business—or any other business owned by the applicant—is operating illegally in another jurisdiction at the time of application.
  - e. The business license administrator or any inspecting department reasonably believes that the business premises or management thereof poses a safety hazard to persons thereon.
  - f. The City Manager—or their designee—has suspended or revoked any license as provided for herein and the City Manager or the City Manager’s designee finds that at least three separate violations of this Chapter have occurred



(based on a preponderance of the evidence) at a particular massage establishment within any rolling twelve month period, no application for a massage establishment license shall be accepted or approved for the same location for a period of one year after the date of the suspension or revocation

**B. Required Bond.**

1. **Posting.** Within \_\_ calendar days following application approval, the applicant must post with the business license administrator a cash or corporate surety bond, payable to the city, in the amount specified in the city's consolidated fee schedule.
2. **Payment for Violations.** Fines imposed for violations of this Chapter or other laws concerning sexually oriented businesses that are not paid within 10 calendar days of imposition shall be deducted from the posted bond, which shall be replenished by the poster to its original amount within 15 calendar days of the dated notice of deduction

**C. Issuance of License.** Following application approval and the applicant's posting of the required bond, the business license administrator shall issue to the applicant the license applied for.

**5.22.080: Facility Requirements**

All massage facilities must comply with the rules adopted by the business license administrator per 5.22.0(B) (Purpose, Administration, and Enforcement – Administration and Enforcement) and the following requirements:

**A. Restrooms and Other Water Facilities.**

1. Restrooms shall be provided for patrons ~~in convenient locations~~.
2. Laundry facilities shall be located on-site and equipped with washers, dryers, detergents, and all other provisions required to adequately wash and sanitize linens, such as sheets, towels, and apparel. Smooth, cleanable, and appropriately labeled receptacles for the storage of soiled linens and towels shall be provided.
3. Restrooms, laundry rooms, mop sinks, saunas, showers, or other facilities involving wet conditions shall be made of waterproof materials installed per applicable city, state, and federal building requirements.
4. Plumbing fixtures shall be installed per the International Plumbing Code.
5. Handwashing facilities shall be (1) equipped with hot and cold water, a standing or wall-mounted liquid-soap dispenser, and a sanitary hand-drying method; (2) provided in all restrooms; and (3) readily accessible to massage practitioners.

**B. Lighting, HVAC, and Electrical Systems.**

1. **Lighting.** The business premises must be provided with adequate lighting via windows, skylights, artificial lighting, or a combination thereof.
  2. **HVAC.** The business premises must be equipped with an adequate HVAC system.
  3. **Electrics.** All electrical equipment shall be installed per the National Electric Code.
- C. Changing Rooms.** Private, enclosed spaces where patrons may change and store their clothing shall be provided on the business premises.
- D. Employee Areas.** Designated areas where employees may store their personal belongings shall be provided on the business premises. These areas shall be furnished with lockers and inaccessible to patrons or the public.

#### **5.22.090: Employees, Independent Contractors, and Lessees**

- A. Owner Responsibility.** The owner and operator of a massage establishment shall be responsible for all activities and services provided in or on the business premises, regardless of whether a massage therapist, massage apprentice, massage assistant, or massage assistant in-training is an employee, independent contractor, or third-party lessee who has rented space within the massage establishment. A violation of this Chapter by any of the foregoing shall constitute a violation by the owner and operator of the massage establishment.
- A. Maintaining Information.** The owner and operator of a massage establishment shall be responsible for maintaining the current contact information—including residential addresses—and proof of licensure by the state of Utah for all employees, independent contractors, or lessees who provide massages or other services for the massage establishment.

#### **5.22.100: Operating Requirements and Prohibited Acts**

- A. Operating Hours.** Energy Therapy and Massage Establishments may not operate between 10:00 p.m. and 7:00 a.m.
- B. Cleanliness.** Establishments shall be kept clean and operations shall be carried out in a sanitary manner. This includes the following:
1. Soiled linens—such as sheets, towels, and apparel—shall be (1) stored in the dedicated containers required by Section 5.22.080; and (2) washed and sanitized using the on-site laundry facilities required by Section 5.22.080. A clean linen is considered soiled after a single use.
  2. Clean linens shall be stored in a sanitary manner.
  3. Soiled refuse shall be appropriately bagged and disposed of.



4. Wet and dry heat rooms, shower compartments, and toilet rooms shall be thoroughly cleaned each business day.
5. The facility shall be free of vermin, such as cockroaches, mice, rats, and other pests that carry disease.

**C. Facility Requirements.** The facilities shall be kept complaint with the requirements of Section 5.22.080.

**D. Employment of Minors Prohibited.** Establishments shall not employ any individual less than 18 years old.

**E. Practitioner Licenses.**

1. **Required Display.** Regardless of the type of license or establishment, practitioners shall always display their practitioner identification badge during business hours, administering massage, or otherwise meeting with a patron.
2. **Required Register.** The establishment shall (1) maintain a register of its practitioners that includes each practitioner's DOPL certificate number and a copy of their practitioner identification badge; and (2) ensure these certificates and badges remain valid during employment.
3. **Provision to Law Enforcement and Patrons.** The foregoing shall be provided to law enforcement upon request.

**F. Attire.**

1. **Full Clothing Required.** Practitioners, patrons, and all other persons on the premises shall remain fully clothed unless changing clothing in a private changing room. To be fully clothed, practitioners must be covered from at least the center of the kneecap to the base of the neck, excluding the hands and arms.
2. **Prohibited Clothing.** Practitioner clothing shall not include (1) attire that is transparent, is see-through, or substantially exposes the practitioner's undergarments; (2) swim attire unless the massage therapist is providing a water-based massage modality that has been approved by DOPL; or (3) attire that exposes the individual's areolas, breasts, buttocks, or genitals.
3. **Sanitary Coverings.** If the business provides patrons or practitioners with clothing or other coverings, the clothing or coverings shall be kept clean per Section 5.22.100(B)(2).
4. **Private Residences.** The foregoing requirements apply to private residences serviced by outcall massage services.

**G. Lewd Conduct.**

1. **Lewd Acts Prohibited.** Massage practitioners shall not engage in lewd conduct (1) on the business premises, including locations designated by the patron through an outcall massage service; (2) when administering massage; or (3) when otherwise interacting with patrons.
2. **Lewd Acts Defined.** Lewd acts include (1) the performance of acts or simulated acts of sexual intercourse, masturbation, bestiality, copulation (oral, anal or vaginal), or flagellation; (2) the actual or simulated caressing or fondling by one adult human being of the anus, genitals or breasts, of another adult human being; (3) the actual or simulated displaying of the pubic hair, anus, vagina, penis, vulva, buttocks, areola, or any other external genitalia of the human body; or (4) any other act classified as lewd by local or state law.
3. **Irrelevance of Attire.** Any clothing or other covering on the massage practitioner or patron does not validate the foregoing prohibited conduct and is not a defense to such conduct.

**H. Alcohol.** Alcohol is not allowed to be carried, consumed, sold, or otherwise present on the business premises.

**I. Locks.** Interior doors that permit entry into a treatment room may not be equipped with locks or any device designed to prevent, impede, or delay entry into a room. Exterior doors may be equipped with locks but shall remain unlocked during business hours unless there is no more than one person on the business premises, excluding the owner of the premises.

**J. Required Displays.**

1. **Business License.** Every business licensed under this Chapter shall display its license in a conspicuous manner on the business premises.
2. **Practitioner Badges.** Practitioners shall display their practitioner identification badges per Section 5.22.100(E)(1).
3. **Human Trafficking Notice.** Massage establishments shall display the following notice in a conspicuous manner near the entrance of the establishment and in full view of the public and employees:

*If you or someone you know is being forced to engage in any activity and cannot leave—including sex or labor—text 233733 ("Be Free") or call the National Human Trafficking Hotline at 888-373-7888 or the Utah Human Trafficking Tipline at 801-200-3443 to get help.*

**K. Residential Use Restriction.** Excluding residential homes serviced by outcall massage services, it is unlawful for the business premises to be used for housing, sheltering, harboring, sleeping, or any other residential purpose. Such a use shall be presumed if any of the following items are present on the business premises: (1) bedding, such as pillows, blankets, and sheets, other than those used for professional massage table; (2) sleepwear, including pajamas, nightgowns, and lingerie; (3) groceries that require cooking, such as raw meats, poultry, fish,



and grains; and (4) more than one change of clothing for each employee or independent contractor who is present on the premises.

**L. Advertising.** No business licensed under this Chapter shall publish or distribute any advertisement for services that would violate this Chapter.

**M. Operation of Massage School Prohibited.** No business licensed under this Chapter shall operate a massage school or otherwise provide instruction in massage on the business premises.

#### **5.22.110: Suspension, Revocation, and Nonrenewal of License**

**A. Grounds for License Suspension, Revocation, or Nonrenewal.** Subject to Subsection (C), the business license administrator may suspend, revoke, or refuse to renew any license of this Chapter if any of the following apply:

1. The business license administrator discovers facts sufficient to support denial on the grounds set forth in Section 5.22.070(A)(2).
2. The licensee or its agents interfere with the lawful inspection of the establishment's operations or business premises.
3. The licensee or its agents have been convicted of an offense involving (1) coercion, force, or violence upon another; (2) sexual battery; (3) sexual misconduct with a minor; (4) prostitution, pimping, or pandering; or (5) human trafficking.
4. The licensee or its agents violate any ordinance regulating or governing the establishment, including the provisions of this Chapter.
5. The business license administrator or any inspecting department reasonably believes the business premises or management thereof pose a safety threat to individuals thereon.
6. The licensee or its agents have not fully complied with this Chapter and all other applicable local, state, and federal laws.

**B. Other Grounds Not Precluded.** The scenarios justifying suspension, revocation, or nonrenewal detailed in Subsection (A) do not limit the business license administrator's ability to suspend, revoke, or refuse to renew a license per any law not specified therein.

**C. Hearing Required.** Prior to the suspension, revocation, or nonrenewal of any license, the business license administrator must issue a notice of the applicable violation and provide the licensee an opportunity to be heard as provided in Section 5.22.140.

## ARTICLE III: FEES

### 5.22.120: Fees

- A. Application Fee.** Applicants must pay the accompanying application fee provided in the city's consolidated fee schedule.
- B. Annual Licensing Fee.** Licensees must pay the applicable annual licensing fee provided in the city's consolidated fee schedule upon renewal per Section [5.02.040](#).
- C. Sole Practitioner Exemption.** Sole massage therapist establishments applying for an outcall service license are exempt from application and annual licensing fees for an outcall massage service license.
- D. Reinspection Fees.** Within 30 calendar days of a Section 5.22.0(B) (Notice of Violation – Time to Cure) reinspection, the licensee shall pay the reinspection fee provided in the city's consolidated fee schedule.
- E. Non-Payment.** Failure to timely pay fees may result in license denials or harsher suspension, revocation, or reapplication bar penalties.

## ARTICLE IV: ENFORCEMENT

### 5.22.130: Notice of Violation

- A. Notice; Requirement.** Upon discovery of a violation of this Chapter or any applicable local, state, or federal law, the business license administrator may issue a notice of violation to the alleged violator, the massage establishment involved, licensee of such establishment, owner of the business premises, and any other person(s) implicated in the violation. This notice is required prior to the enforcement of any penalty or punishment against the noticed individual or entity.
- B.** Following receipt of a notice of violation, the city shall afford the licensee a reasonable time—as determined by the City Council or its designee(s)—to correct the violation. At the end of this period, the city shall reinspect the establishment to ensure the violation has been cured. The licensee is responsible for paying any reinspection fees levied per Section 5.22.0(D) (fees).
- C. Contents of Notice.** The violation notice shall specify:
  - 1. The business license administrator has determined a violation has occurred.
  - 2. The alleged acts or omissions that constitute the basis for the business license administrator's determination.
  - 3. The business license administrator intends to take enforcement action against the business, licensee, owner of the business premises, and/or person(s) who committed the violation.

4. The nature of the enforcement action, including the administrative penalty and enforcement costs to be imposed per Section 5.22.0(A) (Violations and Administrative Penalties).
5. The receiver's right to request a hearing before the administrative hearing officer per Section 5.22.0 (Hearings and Appeals, right below), and that such request must be filed, in writing, within 10 calendar days of the notice's issuance (as dated on the notice).

**D. Service of Notice.** The notice shall be issued per Section [2.26.020\(G\)](#).

**E. Failure to Request a Hearing.** If the receiver fails to request a hearing within the 10-day timeframe, the business license administrator shall issue to all persons served the notice of violation per Subsection (A) an order imposing the enforcement action.

#### **5.22.140: Hearings and Appeals**

Per Chapter 5.04, any person adversely affected by a business licensing decision that denies, suspends, revokes, or refuses to renew a sexually oriented business license or sexually oriented business employee license authorized by this Chapter may appeal the decision.

#### **5.22.150: Violations and Administrative Penalties**

**A. General.** Any person or entity who violates the provisions of this Chapter or any law concerning the business, employee, or other regulations implicated by this Chapter may be subject to the following administrative penalties after being provided notice of the violation and given an opportunity to be heard.

**B. Governance.**

a. **Administrative Code Enforcement.** Unless otherwise specified herein, these penalties shall be governed by [Section 2.26](#).

b. **Violation Descriptions.** The following descriptions for each violation are for organizational purposes only. The full description of each violation is provided in the accompanying Section or Utah Code reference, the enabling authorities.

**C. Fines.** The following fine amounts are applicable to (1) each incident of violation; or (2) for ongoing violations, each day of the violation.

**D. Vicarious Liability.** Licensees are liable for violations committed by their agents, including their employees.

**E. Violations; Fines; License Penalties.**



| <b>Violation</b>                                                                                               | <b>Fine</b>                                                                                                          | <b>License Penalty</b>                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating without a license<br>(Section 5.22.0)                                                                | Up to \$1,000                                                                                                        | 180-day application bar                                                                                                                           |
| Employing a minor<br>(Section 5.22.0)                                                                          | Up to \$1,000                                                                                                        | Mandatory revocation and<br>180-day reapplication bar                                                                                             |
| Solicitation citations, charges,<br>or convictions<br>(Section 5.22.0 or Utah Code §<br>00__)                  | \$5,000                                                                                                              | <b>First Offense:</b> 60–120-day<br>suspension<br><br><b>Subsequent Offenses:</b><br>License revocation and two-<br>year reapplication bar        |
| Trafficking charges or<br>convictions<br>(Section 5.22.0)                                                      | None                                                                                                                 | Mandatory revocation and<br>permanent reapplication bar                                                                                           |
| Employing (or continuing to<br>employ) massage practitioners<br>without DOPL certification<br>(Section 5.22.0) | <b>First Offense:</b> \$1,000<br><b>Second Offense:</b> \$2,500<br><b>Third and Subsequent<br/>Offenses:</b> \$5,000 | <b>First Offense:</b> None<br><b>Second Offense:</b><br>15-30-day suspension<br><b>Third and Subsequent<br/>Offenses:</b> 30-60-day<br>suspension |
| Facilities used for residential<br>sleeping purposes<br>(Section 5.22.0)                                       | <b>First Offense:</b> \$1,000<br><b>Second Offense:</b> \$2,500<br><b>Third and Subsequent<br/>Offenses:</b> \$5,000 | <b>First Offense:</b> None<br><b>Second Offense:</b> 15-30-day<br>suspension<br><b>Third and Subsequent<br/>Offenses:</b> 30-60-day<br>suspension |
| Facility contains (residential)<br>equipment not specialized for<br>massage services<br>(Section 5.22.0)       | <b>First Offense:</b> \$1,000<br><b>Second Offense:</b> \$2,500<br><b>Third and Subsequent<br/>Offenses:</b> \$5,000 | <b>First Offense:</b> None<br><b>Second Offense:</b> 15-30-day<br>suspension<br><b>Third and Subsequent<br/>Offenses:</b> 30-60-day<br>suspension |
| Improper attire<br>(Section 5.22.0)                                                                            | <b>First Offense:</b> \$500 per<br>instance                                                                          | <b>First Offense:</b> 60-day<br>suspension per instance                                                                                           |

|                                                                          |                                                                                                                  |                                                                                                                                                         |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                          | <b>Subsequent Offenses:</b> \$1,500 per instance                                                                 | <b>Subsequent Offenses:</b> 180-day suspension per instance                                                                                             |
| Sanitation violations<br>(Section 5.22.0)                                | <b>First Offense:</b> None<br><b>Subsequent Offenses:</b> \$250                                                  | <b>First Offense:</b> None<br><b>Subsequent Offenses:</b> 60-day suspension                                                                             |
| Operating during restricted business hours<br>(Section 5.22.0)           | <b>First Offense:</b> \$1,000<br><b>Second Offense:</b> \$2,500<br><b>Third and Subsequent Offenses:</b> \$5,000 | <b>First Offense:</b> 15-30-day suspension<br><b>Second Offense:</b> 30-60-day suspension<br><b>Third and Subsequent Offenses:</b> 60-90-day suspension |
| Lewd conduct<br>(Section 5.22.0)                                         | \$2,500                                                                                                          | License revocation and five-year reapplication bar                                                                                                      |
| Failure to post human trafficking notice<br>(Section 5.22.0)             | <b>First Offense:</b> None<br><b>Subsequent Offenses:</b> \$250                                                  | <b>First and Second Offenses:</b> None<br><b>Third and Subsequent Offenses:</b> 30-day suspension                                                       |
| Failure to display practitioner identification badge<br>(Section 5.22.0) | <b>First Offense:</b> \$250<br><b>Second Offense:</b> \$2,500<br><b>Third and Subsequent Offenses:</b> \$5,000   | <b>First Offense:</b> None<br><b>Second Offense:</b> 30-60-day suspension<br><b>Third and Subsequent Offenses:</b> 60-90-day suspension                 |
| Publishing a Prohibited Advertisement<br>(Section 5.22.0)                | \$1,000                                                                                                          | <b>First Offense:</b> None<br><b>Second and Subsequent Offenses:</b> 30-day suspension                                                                  |
| Interfering with a city inspection<br>(Section 5.22.0)                   | <b>First Offense:</b> \$1,000<br><b>Subsequent Offenses:</b> \$2,500                                             | <b>First Offense:</b> None<br><b>Second Offense:</b> 30-day suspension<br><b>Third and Subsequent Offenses:</b> Revocation                              |
| Locking violations<br>(Section 5.22.0)                                   | <b>First Offense:</b> \$1,000<br><b>Second Offense:</b> \$2,500                                                  | <b>First Offense:</b> 15-30-day suspension                                                                                                              |

|                                                         |                                                                                                                  |                                                                                                                                                      |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | <b>Third and Subsequent Offenses:</b> \$5,000                                                                    | <b>Second Offense:</b> 30-60-day suspension<br><b>Third and Subsequent Offenses:</b> 60-90-day suspension                                            |
| Other violations not specified here<br>(Section 5.22.0) | <b>First Offense:</b> \$1,000<br><b>Second Offense:</b> \$2,500<br><b>Third and Subsequent Offenses:</b> \$5,000 | <b>First and Second Offenses:</b> Discretionary suspension or revocation<br><b>Third and Subsequent Offenses:</b> Mandatory suspension or revocation |

**F. Notice to Property Owner.** Notice of administrative penalties that involve license suspension or revocation shall be delivered—in the same manner as [Section 5.22.0](#) violation notices—to the owner of the property on which the establishment is located.

**G. Fine Payments.**

1. **Indebtedness.** Any administrative fine issued for a violation of this Chapter or any other applicable law constitutes a debt to the city.
2. **Payment Deadline.** All administrative fines must be paid within 14 calendar days of the business license administrator's issuance of the order imposing the enforcement action. This deadline (1) pauses when any person affected by the administrative hearing officer's final decision petitions the District Court for judicial review of the decision per Section 5.22.0(D) (Hearing and Appeals); and (2) resumes when the District Court dismisses the petition or affirms the decision.
3. **Failure to Pay.** Failure to pay any administrative fine by the foregoing deadline will result in an additional 10% late fee. The unpaid fine and late fee shall accrue interest of 1% per month from the deadline until the full amount has been paid. Partial payments shall first be applied to accrued interest. The city may pursue a civil action to recover (1) any fines not paid by the deadline; (2) the accompanying late fee and accrued interest; and (3) reasonable court costs and attorney fees incurred from the action.

**H. Liens.** For violations involving the business premises, the business license administrator may place a lien on the premises, and assess attorney fees and other enforcement costs.

**I. Criminal Prosecution.** Administrative punishments—including those provided herein—do not preclude criminal prosecution of the person or entity punished.



#### **5.22.160: Civil Enforcement**

The city may assess civil penalties, fines, and fees per Section [2.26.040](#), in addition to abatements, citations, and all other administration enforcement remedies provided therein.

#### **5.22.170: Compliance by Current Businesses; Grace Period**

Any business governed by and operating prior to the adoption of this Chapter shall have 90 calendar days from the date of adoption to apply for licensure under this Chapter before its operations are considered unlawful. These businesses are required to otherwise comply with the provisions of this Chapter during this grace period.

#### **5.22.180: Cooperation with Law Enforcement**

The business license administrator shall work with the chief of police on issues of common concern affecting the massage and energy therapy industries, such as protections against violence in massage establishments, crimes against massage practitioners, forced labor, and human trafficking.

#### **5.22.190: Undertaking for the General Welfare**

The regulation of massage businesses and services via this Chapter is to preserve the general welfare. The city is not assuming—nor imposing on its officers or employees—an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

# **Vineyard Municipal Code**

## **Chapter 5.20**

### **SEXUALLY ORIENTED BUSINESSES AND EMPLOYEES**

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## **ARTICLE I. GENERAL PROVISIONS**

### **5.20.010: Purpose and Administration**

The city's goal for this Chapter is to establish reasonable and uniform regulations governing the establishment and operation of sexually oriented businesses and their employees within the city. These regulations shall be construed to protect the governmental interests recognized herein in a manner consistent with local, state, and federal law. Unless otherwise specified, this Chapter does not supersede or nullify any related ordinances.

### **5.20.020: Definitions**

**ADULT ARCADE:** A commercial establishment that features arcade games—such as video games, pinball machines, electromechanical games, redemption games, and merchandisers—specifically designed for adults, meaning the games or establishment contain adult themes, such as depictions of or references to specified anatomical areas or sexual acts.

**ADULT STORE:** A commercial establishment where more than 15% of sales-floor merchandise consists of sexually oriented media, paraphernalia, and other products, such as pornographic books, magazines, and videos; lingerie and other sexually oriented clothing; and sexual stimulation devices.

**ADULT MOVIE THEATER:** A commercial establishment whose primary business is showing films or other media depicting sexual acts or specified anatomical areas, excluding media that has been rated "G," "PG," "PG-13," "R," or "NC-17" by the Motion Picture Association of America.



**APPLICANT:** A person, coalition of owners, or entity applying for a license under this Chapter.

**BUSINESS LICENSE ADMINISTRATOR:** The city's business license administrator or their designee.

**BUSINESS PREMISES:** The real property a sexually oriented business is located on, regardless of ownership. This includes (1) all indoor and outdoor areas within the parcel; and (2) any adjacent parking areas, walkways, or other features used in connection with the business.

**CONVICTED:** Having (1) pled guilty; (2) received a verdict of guilty, including a verdict following a plea of no contest; or (3) entered a plea in abeyance, diversion, or other similar judicial agreement.

**MINOR:** A person less than 18 years old.

**NUDE MODEL:** A person who engages in nude modeling.

**NUDE MODELING:** The act of posing nude for visual artists as part of the creative process, providing a reference for the human body in a work of art.

**NUDE OR SEMINUDE DANCING AGENCY:** A commercial establishment that provides dancing, modeling, performing, or other appearances—excluding sexual acts or other acts prohibited by this Chapter or applicable local, state, or federal law—however characterized, in a state of nudity or seminudity.

**NUDE OR SEMINUDE PERFORMER:** A sexually oriented business employee who dances, models, appears, or otherwise performs in a state of nudity or seminudity for a nude or seminude entertainment agency, including on the business premises and at locations other than the business premises in connection with outcall services.

**NUDITY OR STATE OF NUDITY:** A state of dress that covers less than what is required to meet the definition of seminudity.

**OBSCENE ACTS OR OBSCENE MATERIALS:** Acts or materials that (1) appeal to the prurient interest of the average person applying contemporary community standards; (2) depict sexual conduct—as defined by law—in a patently offensive way; and (3) lack serious literary, artistic, political, or scientific value.

**OUTCALL SERVICES:** Sexually oriented services provided by a nude or seminude dancing agency separately licensed and authorized to provide these services at a location other than the business premises, such as a patron's residence.

**PATRON:** A person who purchases or otherwise receives the services provided by sexually oriented businesses or performed by sexually oriented business employees.

**SEMINUDE PERFORMER:** A sexually oriented business employee who dances, models, or otherwise performs in a state of seminudity for a seminude dancing agency, including on the business premises and at locations other than the business premises in connection with outcall services.

SEMINUDITY: A state of dress where (1) opaque clothing covers no more or less than specified anatomical areas; and (2) the pubic region and intergluteal cleft are covered by opaque clothing that (a) is no narrower than four inches wide in the front and five inches wide in the back; and (b) does not taper to less than one inch wide at its narrowest point.

SEXUALLY ORIENTED SERVICES: Services provided by a sexually oriented business and performed by a sexually oriented business employee, including dancing, serving food or beverages, modeling, posing, wrestling, singing, reading, talking, listening, or other performances or activities conducted by a nude or partially denuded individual for compensation. This does not include (1) sexual counseling performed by licensed therapists; (2) medical procedures performed by physicians, nurses, or other licensed medical professionals; (3) nude modeling; or (4) sexual acts.

SEXUALLY ORIENTED BUSINESS: Any business licensed under this Chapter to provide sexually oriented services as categorized in Section 5.20.050(A).

SEXUALLY ORIENTED BUSINESS EMPLOYEE: A person licensed under this Chapter to (1) perform sexually oriented services for a sexually oriented business; or (2) participate in any sexually oriented portion of a sexually oriented business. This includes dancers; nude and seminude performers; escorts; models; managers, supervisors, guards, or transporters of the foregoing; and related employees, regardless of classification as an employee, independent contractor, volunteer, or other designation. This requirement does not apply to janitors, bookkeepers, cooks, servers, bartenders, or other employees performing work unrelated to the sexually oriented portion of the business.

SPECIFIED ANATOMICAL AREAS: The (1) genitals and anus of a male or female; and (2) nipples of a female, including the areolae.

SPECIFIED CRIME: Any criminal offense (1) listed in [Utah Code Title 76, Chapter 5, Part 4](#) (Sexual Offenses), as amended; (2) involving coercion, force, or violence upon another, including human trafficking.

SEXUAL ACTS: Any act of (1) sexual intercourse, including oral, vaginal, or anal sex; (2) masturbation of oneself or another; (3) touching specified anatomical areas, the buttocks, or female breasts; (4) bestiality; (5) erotic roleplay involving bondage, discipline, dominance and submission, or sadomasochism; or (6) bodily excretion in connection with any of the foregoing.

### **5.20.030: Legitimate Artistic Modeling**

- A. General Rule; Intent.** A person may appear before another in a state of nudity for the artistic purpose of nude modeling. The city does not intend to unreasonably prohibit this legitimate practice. Rather, the city seeks to ensure that artistic nude modeling is not used to disguise illicit sexual services.

## **B. Requirements.**

1. **Contract.** A nude model and individual must execute a nude modeling services contract at least 24 hours prior to the modeling session.
  2. **Prohibited Acts.** The nude model and any other person present during a nude modelling session shall not (1) appear nude or seminude in the presence of a minor; (2) allow for the touching of the nude model by any other person; (3) solicit or engage in sexual acts; (4) allow any person to come within five feet of the nude model while nude.
- C. License Exemption.** Nude models are exempt from the licensing requirements of this Chapter but may not perform sexually oriented services unless licensed as a sexually oriented business employee.
- D. Exclusion – Erotic Materials.** This section does not apply to erotic photography, filming, or any other recording or performance of nude persons for prurient purposes.

### **5.20.040: Legal Conflicts; Severability**

Nothing in this Chapter shall be interpreted to permit (1) any action that violates any local, state, or federal law concerning obscenity; or (2) any lewd act prohibited by Utah Code § 76-5-419, as amended. Any portion that creates such a conflict shall be severed and preempted by the conflicting law. If any portion of this Chapter is held to be invalid, the remaining portions shall remain valid and effective.

## **ARTICLE II. LICENSING AND REGULATION**

### **5.20.050: License Requirements – Classifications and Services; Limitations; Exemptions**

- A. Business License Requirement; Classifications and Services.** A person may not operate a sexually oriented business without first obtaining a sexually oriented business license per this Article. The following are licensable sexually oriented businesses:
1. Adult Arcade.
  2. Adult Store.
  3. Adult Movie Theater.
  4. Nude or Seminude Dancing Agency.
  5. Outcall Services.



**B. Employee License Requirement.** A person may not perform sexually oriented services or otherwise participate in the sexually oriented portion of a sexually oriented business without first obtaining a sexually oriented business employee license per this Article.

**C. Limitations.**

1. **Businesses.** A sexually oriented business may not be licensed as more than one type of sexually oriented business, except for nude or seminude dancing agencies separately licensed to provide outcall services.
2. **Employees.** A sexually oriented business employee may perform sexually oriented services for or be retained by any sexually oriented business.

**D. Exemptions.** The following are exempt from these licensing requirements:

1. Sex therapists or other individuals licensed by the state to provide sexual counseling.
2. Physicians, nurses, psychologists, psychiatrists, and other licensed medical practitioners.
3. Nude models as described in Section 5.20.030.

#### **5.20.060: Application for License**

**A. Governance.** Notwithstanding the requirements of Section [5.02.060](#), application for a sexually oriented business or sexually oriented business employee license is governed by the following provisions.

**B. Applicant Requirements.** To apply for a license under this Chapter, the applicant must:

1. Be at least 21 years old for a sexually oriented business license and at least 18 years old for a sexually oriented business employee license.
2. Have or be authorized by a person or entity with a controlling interest in the prospective business.
3. Complete and submit the application form provided by the business license administrator.
4. Pay the non-refundable application fee provided in the city's consolidated fee schedule.
5. License inspection of the business premises and any facilities proposed to be operated under the license by all relevant city departments, including the building, planning, and fire departments.
6. Not have been convicted of a specified crime.

**C. Application Form Requirements.** Notwithstanding Section 5.02.060, the application form shall require the applicant to provide the following information under penalty of perjury:

**1. License Type.**

- a. **Business.** If applying for a Section 5.20.050(A) sexually oriented business license, the applicant shall specify the classification of license and a description of all services to be rendered by the business. This description must include (1) hours of operation; (2) how the business intends to (a) ensure the safety of employees and patrons and (b) prevent either from engaging in illegal activities; (3) methods of supervision to ensure employees and patrons comply with applicable laws; and (4) methods of screening employees and customers to promote their safety and prevent illegal activities.
- b. **Employee.** If applying for a Section 5.20.050(B) sexually oriented business employee license, the applicant shall specify such.

**2. Address.**

- a. **Business.** If applying for a sexually oriented business license, the applicant shall provide the address of the prospective business premises. If the applicant owns the premises, the applicant must provide a copy of the deed and disclose any shared ownership interests. If the applicant leases the premises, the applicant must provide a copy of the lease agreement which identifies all interested parties to the agreement.
- b. **Employee.** If applying for a sexually oriented business license, the applicant shall provide the applicant's home address.

- 3. **Identification.** The name, address, government-issued photo identification, and any other identifying information of the applicant requested by the business license administrator. If the applicant is a corporation, partnership, or other business entity, such information must be provided for (1) each executive officer or managing member of the business; and (2) every person with a 10% or greater ownership interest in the business. The entity must also identify on the application form all persons authorized by the entity to sign checks for the business.
- 4. **Proof of Age.** Valid government-issued identification verifying the applicant's age and showing the applicant's face, such as a passport or Utah driver's license.
- 5. **Insurance Certificate.** A certificate of insurance against general liability and liability for workers' compensation—or proof of self-insurance per the Utah Labor Code—in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 6. **Work History.** The work history of the applicant for three years preceding the application date.

7. **License and Permit History.** The license and permit history of the applicant for five years preceding the application date, including (1) the type of license or permit issued to the applicant; (2) the jurisdiction that issued the license or permit; (3) any administrative, civil, or criminal penalties implicating the license or permit, such as fines, suspensions, revocations, civil liabilities, or criminal charges for violations of local, state, or federal laws regulating the license or permit; and (4) any license or permit application denials, including the reasons for such.
    - a. **Copies of Orders or Denials.** If (3) is applicable, a copy of the enforcement order must be included. If (4) is applicable, a copy of the written denial must be included.
    - b. **Sworn Statements.** If (3) is not applicable, a sworn statement that the applicant has not received administrative, civil, or criminal penalties implicating the license or permit within the past five years. If (4) is not applicable, a sworn statement that the applicant has not been denied a license or permit application within the past five years.
  8. **Background Check.** A copy of a background check dated no more than 60 calendar days preceding the application date from the Utah Department of Public Safety's State Bureau of Investigation. If the applicant is applying for a sexually oriented business employee license, such application constitutes (1) a waiver of confidentiality of any criminal conviction, plea of no contest, or pleas held in abeyance that have not been dismissed; and (2) consent for verification of the background check by the police department, State Bureau of Investigation, and Federal Bureau of Investigation.
  9. **Websites.** The name and URL of any websites owned or operated by the applicant or prospective business.
  10. **Floor Plan.** If applying for a sexually oriented business license, a floor plan, drawn to scale, of the business premises. The diagram is not required to be professionally made but must illustrate the requirements of Section 5.20.100, including marked internal dimensions, overhead lighting fixtures, and ratings for illumination capacity,.
  11. **Miscellaneous.** Any other information requested by the business license administrator.
- D. Preliminary Review; Notifying Applicant.** Within seven calendar days of receiving the application, the business license administrator shall review the application and notify the applicant in writing whether the application is complete and has been accepted for further review or is incomplete. If incomplete, the applicant has 30 calendar days from the date of the notification to amend and resubmit the application to correct the deficiencies identified in the notice.



#### **E. Referral; Inspection.**

1. **Referral.** If the business license administrator accepts the application for further review, the business license administrator shall within 14 calendar days of receiving the application refer the application to the city's building, police, health, fire, and planning departments.
2. **Inspection; Interference.** Within 45 calendar days of referral, each department shall inspect the business premises and facilities for compliance with the department's regulations and relay the findings to the business license administrator. The applicant and its agents shall not interfere with these inspections.

#### **5.20.070: Application Review; Required Bond; Issuance of License**

**A. Formal Review.** Within 90 calendar days of receiving a completed application or 30 calendar days of receiving the Section 5.20.060(E)(2) inspection findings, whichever is sooner, the business license administrator shall review the application and inspection findings to decide whether to approve or deny the application.

1. **Acceptance.** If approved, the business license administrator shall notify the applicant of the approval and request that the applicant post the required bond per Subsection (B).
2. **Denial.** If denied, the business license administrator shall issue to the applicant a written statement of denial detailing the reasons for the denial. If no action is taken within this timeframe, the license shall be deemed denied. The business license administrator may deny the application if:
  - a. Any of the reasons listed in Section [5.02.100](#) apply.
  - b. The applicant:
    - i. has had any business license denied, suspended, or revoked within the 36 months preceding submission of the application.
    - ii. has had any license issued under this Chapter revoked.
    - iii. has been convicted of a specified crime.
    - iv. has not fully complied with this Chapter.
  - c. The business premises and facilities do not comply with all applicable local, state, and federal requirements.
  - d. The business—or any other business owned by the applicant—is operating illegally in another jurisdiction at the time of application.

- e. The business license administrator or any inspecting department reasonably believes that the business premises or management thereof poses a safety hazard to persons thereon.

**B. Required Bond.**

1. **Posting.** Within    calendar days following application approval, the applicant must post with the business license administrator a cash or corporate surety bond, payable to the city, in the amount specified in the city's consolidated fee schedule.
2. **Payment for Violations.** Fines imposed for violations of this Chapter or other laws concerning sexually oriented businesses that are not paid within 10 calendar days of imposition shall be deducted from the posted bond, which shall be replenished by the poster to its original amount within 15 calendar days of the dated notice of deduction.

- C. Issuance of License.** Following application approval and the applicant's posting of the required bond, the business license administrator shall issue to the applicant the license applied for.

**5.20.080: Term and Renewal**

The term and renewal of licenses issued under this Chapter are governed by Section [5.02.040](#).

**5.20.090: Location Restrictions**

- A. Zoning.** A sexually oriented business may operate within the zoning districts specified in the city's [district use table](#).
- B. Proximity.** A sexually oriented business shall not operate within 330 feet of (1) a business licensed to sell, furnish, or allow the consumption of alcohol; (2) a school; (3) a daycare center; (4)    [\[etc.\]](#).
- C. Outcall Services – Exception.** The foregoing restrictions do not apply to outcall services so long as the services are not visible to persons outside of the outcall services location.

**5.20.100: Design of Premises**

- A. Conformity.** The premises of the business must conform with the requirements of this section. These requirements must be illustrated in the diagram required by Section 5.20.060(C)(10).

## **B. General Requirements.**

1. **Manager Stations.** The premises must contain at least one area from which the manager always has an unobstructed view of the interior premises excluding restrooms. No patron shall have access to these “manager stations,” which must be reflected by signs posted on or near the entrances. The licensee and business employees have a duty to ensure these requirements remain satisfied.
2. **Restrooms.**
  - a. **Recording Equipment.** Restrooms shall not contain any equipment capable of taking images or recording video or audio.
  - b. **Stalls – Occupation; Signs.** Restroom stalls may only be occupied by one person at a time, which shall be reflected by signs posted on or near restroom entrances and on restroom stalls.
3. **Views.**
  - a. **Exterior.** Exterior windows must be tinted to the extent that outside persons may not view any sexually oriented services performed or explicit material contained within the building.
  - b. **Interior.** Areas within the building that prohibit minors—such as rooms where sexually oriented services are visibly performed—must not be viewable from areas that permit minors—such as reception areas.
4. **Lighting Fixtures.** The premises shall be equipped in all areas with overhead lighting fixtures with an intensity of at least one foot-candle measured at floor-level. These fixtures must remain on during business hours except for in areas not regularly trafficked by patrons or employees, such as storage closets. The licensee and business employees have a duty to ensure these requirements remain satisfied.

## **C. Nude or Seminude Dancing Agencies; Additional Requirements.** In addition to the requirements of Subsection (B), nude or seminude dancing agencies are subject to the following requirements:

1. **Beds.** Except for sofas placed in public lobbies and reception areas, the premises shall not contain beds, sofas, mattresses, or similar items.
2. **Locks.** Doors shall not be lockable from the inside except for exterior doors, single-person restroom doors, and doors to areas closed to patrons.
3. **Public Showrooms – Stages.** Any stage used by sexually oriented business employees to dance, model, or otherwise perform in a state of nudity or seminudity shall be separated from patrons by a solid barrier that (1) is elevated at least three feet; and (2) leaves at least three feet of empty space between the performing employee and patrons.



4. **Private Showrooms – Barriers.** Any room in which a patron and sexually oriented business employee are alone must be equipped with a solid barrier at least three feet high and six inches wide. The employee and patron shall remain separated by the barrier while alone in the room.

#### **5.20.110: Specific Licensing Regulations; Criminal Penalties**

**A. Change of Information – Reporting Requirements.** Any change in the information required by Section 5.20.060(C) shall be reported in writing to the business license administrator by the licensee within 14 calendar days of the change, even if the license has already been issued. Failure to do so is grounds for license suspension or revocation.

**B. Transfer of Business License or Controlling Interest.**

1. **License Transfer Prohibited.** Per Section [5.02.090](#), licenses granted under this Chapter are non-transferable.
2. **Controlling-Interest Transfer.** Transfer of the controlling interest in a sexually oriented business voids the license.

**C. Display Requirements.**

1. **Businesses.** A sexually oriented business shall display its sexually oriented business license per Section [5.02.080](#).
2. **Employees.** A sexually oriented business employee shall carry their sexually oriented business employee license on their person while performing sexually oriented services. If such is infeasible because of the employee's state of dress, the employee shall keep the license within the same room as the employee.
3. **Provision.** Upon request by law enforcement or city authorities, sexually oriented businesses and sexually oriented business employees shall furnish their licenses for inspection.

**D. Advertisements.** All advertisements for a sexually oriented business or sexually oriented business employee shall (1) indicate that the business or employee is licensed by the city; (2) include the business' or employee's license number; (3) not express or imply to a reasonably prudent person that sexual acts or illicit activities may be performed as part of the services; (4) not contain any obscene materials; and (5) comply with all applicable local, state, and federal advertising laws.

**E. Criminal Penalties.** The following are punishable by a fine not exceeding \$1,000 and/or imprisonment not exceeding six months:

1. Attempting to transfer a license issued under this Chapter.
2. Aiding or abetting the attempted transfer of a license issued under this Chapter.

3. Managing or supervising an unlicensed sexually oriented business employee.
4. Purposefully, knowingly, recklessly, or negligently facilitating—by any means—the provision of sexually oriented services by a person not licensed as a sexually oriented business employee. This includes introducing the person to a patron; transporting the person to an outcall services location; referring a patron to the person; and otherwise facilitating the person's provision of sexually oriented services to a patron.

#### **5.20.120: General Business and Employee Regulations**

- A. Obscenity.** Nothing in this Chapter shall be interpreted to permit obscene acts or obscene materials prohibited by local, state, or federal law.
- B. Business Location; Outcall Services Exception.** A sexually oriented business shall only be conducted on the business premises. Any location that phone calls are forwarded to by the business requires a separate license. This requirement does not preclude the provision of outcall services at a location other than the business premises.
- C. Operating Hours.** A sexually oriented business may not operate between 1:00 a.m. and 8:00 a.m.
- D. Business Name.** A sexually oriented business may not operate under any name other than the name listed on the business' license.
- E. Performances.**
  1. **Nude.** Nude performers may only perform (1) on a stage that meets the requirements of Section 5.20.100(C)(3); or (2) in a private showroom that meets the requirements of Section 5.20.100(C)(4).
  2. **Seminude.** Seminude performers may only perform (1) on a stage that meets the requirements of Section 5.20.100(C)(3); (2) in a private showroom that meets the requirements of Section 5.20.100(C)(4); or (3) at an outcall services location.

#### **5.20.130: Prohibited Activities**

- A. General.** A sexually oriented business or sexually oriented business employee shall not solicit, allow, provide, or otherwise facilitate:
  1. The presence of minors in any area on the business premises or at the outcall services location where sexually oriented services are provided.
  2. Sexually oriented services, including outcall services, for minors.

3. The possession, distribution, or consumption of alcoholic beverages or controlled substances on the business premises. A sexually oriented business or sexually oriented business employee is not liable for patrons who voluntarily provide and consume their own alcohol at their private residence during outcall services.
4. Gambling on the business premises or at the outcall services location.
5. The touching of a patron by a sexually oriented business employee or vice versa on the business premises. A sexually oriented business employee may touch a patron in non-specified anatomical areas at an outcall services location.
6. Sexual acts on the business premises or at the outcall services location.
7. A specified crime.
8. Outcall services where a sexually oriented business employee or patron is in a state of nudity.
9. The locking of exterior doors during business hours unless a single, non-patron person or no person is present in the building.

**B. Employees.** While performing sexually oriented services, a sexually oriented business employee shall not:

1. Touch another person.
2. Allow another person to touch the employee.
3. Throw any clothing or other object.
4. Accept money or other objects from another person except for money placed on the stage, which the employee may only pick up with their hands.
5. Be in a state of nudity or otherwise show any specified anatomical areas unless performing for a nude or seminude dancing agency per the requirements of this Chapter.
6. Perform any act prohibited by this Chapter or applicable local, state, or federal laws.

**C. Patrons.** While a sexually oriented business employee is performing sexually oriented services, a patron shall not:

1. Touch the sexually oriented business employee.
2. Offer or provide money or other objects—valuable or not—to sexually oriented business employees, except for money placed on a performance stage.
3. Perform any act prohibited by this Chapter or applicable local, state, or federal laws.



## 5.20.140: Outcall Services

### A. Contracts.

1. **Requirement.** Outcall services shall be provided per written contract, which must be executed before the services are rendered.
2. **Contents.** An outcall services contract shall contain:
  - a. A description of the services.
  - b. The length of time for which the services will be provided.
  - c. The cost of the services.
  - d. The office address or telephone number required by Subsection (C).
  - e. A prohibition on the consumption of alcohol or illicit substances at the outcall services location.
  - f. A termination provision requiring the sexually oriented business and sexually oriented business employee(s) to refuse service to the patron if the patron violates any law or provision of the contract.
  - g. Any special terms or conditions concerning the services to be provided.
3. **Provision; Maintenance; Recordation.**
  - a. The business executing an outcall services contract shall provide the business license administrator with a copy of the contract within seven days of its execution.
  - b. The business license administrator shall (1) maintain the copy for at least one year from the date of the contract's execution; and (2) enter the copy into a register listing the contract's internal reference number, date of execution, type and amount of pecuniary compensation, and all employees involved in the contract.

**B. Location.** Outcall services may only be performed at [authorized venue locations, such as the personal residence of a patron; consider requirements such as (1) private property; (2) indoors; (3) out of public view; and (4) excluding office space, educational institutions, etc.].

**C. Office or Telephone.** A business providing outcall services shall maintain an open office or telephone line where the licensee or licensee's dedicated agency may be contacted during business hours.

**D. Advertisements – Office or Telephone.** In addition to the requirements of 5.20.110(D), advertisements for outcall services shall include the address of the office location or number of the telephone line required by Subsection (C).

**E. Minors – Restrictions.** The following are unlawful:

1. Performing outcall services as a minor or allowing, soliciting, or otherwise facilitating such.
2. Performing outcall services for a minor or allowing, soliciting, or otherwise facilitating such.
3. Hiring a minor as an employee for a sexually oriented business in any capacity, including for outcall services.

**F. Legal or Contractual Violation – Service Refusal.** If the outcall services patron violates any law or provision of the contract, the sexually oriented business and sexually oriented business employee(s) shall terminate the contract and refuse service per the contractual provision required by Subsection A(2)(f).

**5.20.150: Nudity; Defenses to Prosecution**

Appearing in a state of nudity in a modeling class operated by a public or private university as allowed by law is a defense against prosecution for a violation of this Chapter.

**5.20.160: Alcohol Prohibition**

A sexually oriented business shall not solicit, allow, provide, or otherwise facilitate the possession, distribution, or consumption of alcoholic beverages on the business premises or at an outcall services location.

**ARTICLE III. FEES**

**5.20.170: Fees**

- A. Application Fee.** Applicants must pay the accompanying application fee provided in the city's consolidated fee schedule.
- B. Annual Licensing Fee.** Sexually oriented businesses and sexually oriented business employees must pay the applicable annual licensing fee provided in the city's consolidated fee schedule upon renewal per Section [5.02.040](#).
- C. Reinspection Fees.** Within 30 calendar days of a Section 5.20.180(B) reinspection, the licensee shall pay the reinspection fee provided in the city's consolidated fee schedule.
- D. Non-Payment.** Failure to timely pay fees may result in (1) late-payment penalties—including interest—per Section [2.26.040\(H\)\(3\)](#); or (2) license denials or harsher suspension, revocation, or reapplication bar penalties.

## ARTICLE IV. ENFORCEMENT

### 5.20.180: Notice of Violation

- A. Notice; Requirement.** Upon discovery of a violation of this Chapter or any applicable local, state, or federal law, the business license administrator may issue a notice of violation to the alleged violator, the sexually oriented business involved, licensee of such business, owner of the business premises, and any other person(s) implicated in the violation. This notice is required prior to the enforcement of any penalty or punishment against the noticed individual or entity.
- B. Time to Cure.** Following receipt of a notice of violation, the city shall afford the licensee a reasonable time—as determined by the City Council or its designee(s)—to correct the violation. At the end of this period, the city shall reinspect the establishment to ensure the violation has been cured. The licensee is responsible for paying any reinspection fees levied per Section 5.20.170(C).
- C. Contents of Notice.** The violation notice shall specify:
1. The business license administrator's determination that a violation has occurred.
  2. The alleged acts or omissions that constitute the basis for the above determination.
  3. The business license administrator's intent to take enforcement action against the business, employee, licensee, owner of the premises, and/or person(s) implicated in the violation.
  4. The nature of the enforcement action, including the administrative penalty and enforcement costs to be imposed per Section 5.20.200.
  5. The receiver's right to request a hearing before the administrative hearing officer per Section 5.20.190, and that such request must, per Chapter 5.04, be filed in writing with the city manager within 10 calendar days of the notice's issuance (as dated on the notice).
- D. Service of Notice.** The notice shall be issued per Section [2.26.020\(G\)](#).
- E. Failure to Request a Hearing; Enforcement Order.** If the receiver fails to request a hearing within the 10-day timeframe, the business license administrator shall issue to all persons served the notice of violation per Subsection (A) an order imposing the enforcement action.

### 5.20.190: Hearings and Appeals

Per Chapter 5.04, any person adversely affected by a business licensing decision that denies, suspends, revokes, or refuses to renew a sexually oriented business license or sexually oriented business employee license authorized by this Chapter may appeal the decision.

### 5.20.200: Violations and Administrative Penalties

**A. General.** Any person or entity who violates the provisions of this Chapter or any law concerning the business, employee, or other regulations implicated by this Chapter may be subject to the following administrative penalties after being provided notice of the violation and given an opportunity to be heard.

**B. Governance.**

1. **Administrative Code Enforcement.** Unless otherwise specified herein, these penalties shall be governed by [Section 2.26](#).
2. **Violation Descriptions.** The following descriptions for each violation are for organizational purposes only. The full description of each violation is provided in the accompanying Section or Utah Code reference, the enabling authorities.

**C. Fines.** The following fine amounts are applicable to (1) each incident of violation; or (2) for ongoing violations, each day of the violation.

**D. Vicarious Liability.** Licensees are liable for violations committed by their agents, including their employees.

**E. Violations; Fines; License Penalties.**

| Violation                                                                                 | Fine          | License Penalty                                                                                                                 |
|-------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------|
| Interfering with Inspection<br>Section 5.20.060(E)                                        | Up to \$1,000 | <b>First Offense:</b> Denial and 1-year reapplication bar<br><b>Subsequent Offenses:</b> Denial and permanent reapplication bar |
| Failing to Replenish Cost Bond<br>Section 5.20.070(B)(2)                                  | Up to \$1,000 | Revocation and 1-year reapplication bar                                                                                         |
| Giving False or Misleading Information During Application<br>Section 5.20.070(A)(2)(a)(i) | Up to \$1,000 | Denial or revocation                                                                                                            |
| Failure to Report a Change in<br>Section 5.20.060(C) Information<br>Section 5.20.110(A)   | Up to \$1,000 | Suspension or revocation                                                                                                        |



|                                                                                                                              |                                                                                  |                                                       |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------|
| Operating a sexually oriented business without a valid license<br>Section 5.20.050(A)                                        | Up to \$1,000                                                                    | Application bar                                       |
| Working as a sexually oriented business employee without a valid license<br>Section 5.20.050(B)                              | Up to \$1,000                                                                    | Application bar                                       |
| Committing an act as a licensee that would be grounds for denial during the application process<br>Section 5.20.070(A)(2)(a) | Up to \$1,000                                                                    | Revocation and 1-year reapplication bar               |
| Failing to pay ad valorem or sales taxes concerning a sexually oriented business<br>Section 5.20.____                        | Up to \$1,000                                                                    | Suspension or revocation                              |
| Facilitating/allowing the possession, distribution, or consumption of alcohol<br>Section 5.20.160                            | Up to \$1,000                                                                    | Suspension or revocation and 1-year reapplication bar |
| Specific licensing regulations<br>Section 5.20.110(A)–(D)                                                                    | Up to \$1,000                                                                    | Suspension or revocation                              |
| Criminal penalties (Licensing)<br>Section 5.20.110(E)                                                                        | Up to \$1,000                                                                    | Revocation and permanent reapplication bar            |
| General business and employee violations<br>Section 5.20.120                                                                 | Up to \$1,000                                                                    | Suspension or revocation and 1-year reapplication bar |
| Prohibited activities<br>Section 5.20.130                                                                                    | Up to \$10,000 for activities classified as first-degree felonies under Utah law | Revocation and permanent reapplication bar            |
| Patron violations<br>Section 5.20.130(C)                                                                                     | Up to \$1,000                                                                    | N/A                                                   |
| Outcall services – general violations                                                                                        | Up to \$1,000                                                                    | Suspension or revocation and 1-year reapplication bar |

|                                                                                                                              |                                                                            |                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 5.20.140(A)–(D), (F)                                                                                                 |                                                                            |                                                                                                                                                                                                                                             |
| Outcall services – violations involving minors                                                                               | Up to \$10,000 for acts classified as first-degree felonies under Utah law | Revocation and permanent reapplication bar                                                                                                                                                                                                  |
| Facilitating/allowing gambling<br><a href="#">Utah Code § 76-9-1401 et seq.</a>                                              | Up to \$10,000                                                             | Revocation and permanent reapplication bar                                                                                                                                                                                                  |
| Facilitating/allowing the viewing, production, or distribution of prostitution/CSAM<br><a href="#">Utah Code § 76-5b-201</a> | Up to \$10,000                                                             | Revocation and permanent reapplication bar                                                                                                                                                                                                  |
| Facilitating/allowing prostitution<br><a href="#">Utah Code § 76-5d-201 et seq.</a>                                          | Up to \$10,000                                                             | Revocation and permanent reapplication bar                                                                                                                                                                                                  |
| Other violations not specified here<br><a href="#">Utah Code § 10-3-703</a>                                                  | Up to \$1,000                                                              | <p><b>First and Second Offenses:</b> Suspension or revocation and <span style="background-color: yellow;">   </span>-year reapplication bar</p> <p><b>Third and Subsequent Offenses:</b> Suspension or revocation and reapplication bar</p> |

#### 5.20.210: Civil Enforcement

The city may assess civil penalties, fines, and fees per Section [2.26.040](#), in addition to abatements, citations, and all other administration enforcement remedies provided therein

#### 5.20.220: Compliance by Current Businesses; Grace Period

Any business operating as a sexually oriented business or person working as a sexually oriented business employee prior to the adoption of this Chapter shall have 90 calendar days from the date of adoption to apply for their respective licenses under this Chapter before their operations or work are considered unlawful. Such businesses and employees are required to otherwise comply with the provisions of this Chapter during this grace period.

**5.20.230: Cooperation with Law Enforcement**

The business license administrator shall work with law enforcement on issues of common concern affecting the sexually oriented services industry, such as protections against violence in sexually oriented businesses, crimes against sexually oriented business employees, forced labor, and human trafficking.

**5.20.240: Undertaking for the General Welfare**

The regulation of sexually oriented businesses, sexually oriented business employees, and sexually oriented services via this Chapter is to preserve the general welfare. The city is not assuming—nor imposing on its officers or employees—an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

## VINEYARD PLANNING COMMISSION STAFF REPORT

**Meeting Date:** November 5, 2025  
**Agenda Item:** Vineyard City Bike Park Location & Material  
**Department:** Parks & Recreation  
**Presenter:** Brian Vawdrey

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### **Background/Discussion:**

In the Vineyard City Central Corridor Plan, there is an area across the street from Gammon Park designated for a Dirt Bike Park. There is currently \$74,250 allocated for the project, consisting of \$1500 from the Vineyard City Special Project Budget, \$14,250 from the ARCH Grant, and \$58,500 from the RAP Tax Fund.

Vineyard City is working with Hunger Skateparks to edit the potential Skate Park Design so that it's ready to go for the UORG Grant Application at the beginning of 2026. To make the grant application stronger, Vineyard City Staff is recommending that the potential Bike Park be built alongside the potential Vineyard City Skatepark. Additional benefits include:

- Asphalt pump track instead of a dirt track (an asphalt track should last longer and require less maintenance)
- Closer parking stalls to the bike park
- Vineyard already owns the land where the potential Skate Park location is proposed

### **Fiscal Impact:**

It's likely that the potential \$1,000,000 Skate Park would need to be shared with the proposed Bike Park if it were an asphalt pump track alongside the Skate Park. The Skate Park project would only occur if we get the UORG Grant (\$500,000 would need to be paid from Vineyard's RAP Tax fund and \$500,000 would be awarded from UORG).

### **Recommendation:**

N/A

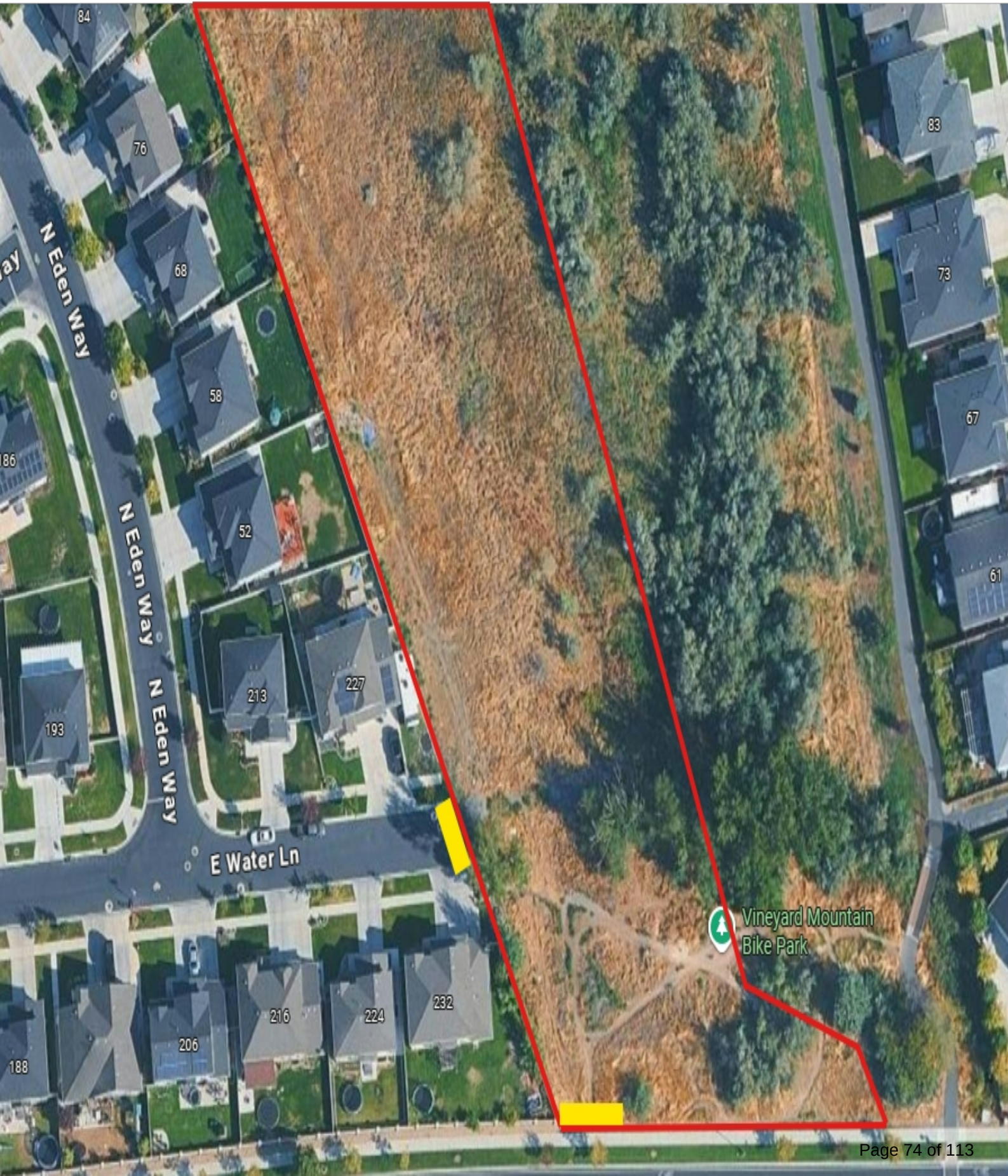
### **Sample Motion:**

N/A

### **Attachments:**

1. Bike Park Outline
2. Skate Park









# VINEYARD, UTAH

CONCEPTUAL RENDERING





## STAFF REPORT

Meeting        November 5, 2025  
Date:  
**Agenda**        Utah Lake Shoreline Trail Amenities  
**Item:**  
**Department:** Parks & Recreation  
**Presenter:**    Brian Vawdrey

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### **Background/Discussion:**

The Utah Lake Shoreline Trail within Vineyard City often gets a lot of pedestrian traffic. Due to there not being many resources available to the public along the trail for items such as bike racks, bike repair stations, and shaded benches, Vineyard City partnered with the Utah Lake Authority to obtain grant funding. We were fortunate to receive an \$18,560 grant from the Utah Department of Natural Resources to install four Utah Lake-themed bike racks, three shaded benches, and three bike repair stations, along the Utah Lake Shoreline Trail in Vineyard! Vineyard City staff would like to propose specific items and locations to the Vineyard Planning Commission for the amenities to be installed. With the Utah Lake Shoreline trail being owned by the State, we are subject to their approval on installation of the items and locations for the trail amenities.

### **Fiscal Impact:**

0, budget has already been allocated in the current fiscal year for this project to occur. The grant is a reimbursement-based grant.

### **Recommendation:**

Vineyard City Staff recommends that the following trail amenities be purchased and installed at the following locations, pending FFSL approval:

- Shaded Bench at Vineyard Beach (See Attachment A, red rectangle). 40.31648 N, 111.76433 W.
- Shaded Bench approximately 1/4 mile south of Vineyard Beach (See Attachment B, red rectangle). 40.31290 N, 111.76343 W.
- Shaded Bench approximately 1/4 mile south of Sunset Beach Park (See Attachment C1 & C2, red rectangle). 40.30006 N, 111.76182 W.
- Two Bike Racks at Vineyard Beach (See Attachment D, yellow rectangles)
- Two Bike Racks at Center Street (See Attachment E, yellow rectangles)
- Bike Repair Station at Vineyard Beach (See Attachment D, blue circle)
- Bike Repair Station at Center Street (See Attachment E, blue circle)
- Bike Repair Station at 170 S (See Attachment F, blue circle)

### **Sample Motion:**

N/A

### **Attachments:**

1.     Attachment A

2. Attachment B
3. Attachment C1
4. Attachment C2
5. Attachment D
6. Attachment E
7. Attachment F































## VINEYARD PLANNING COMMISSION STAFF REPORT

**Meeting Date:** November 5, 2025

**Agenda Item:** First Amendment to the Holdaway Fields Development Agreement (Ordinance 2025-16)

**Department:** Community Development

**Presenter:** Anthony Fletcher

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### **Background/Discussion:**

The developers of Holdaway Fields have submitted a proposed amendment to the existing Development Agreement. The intent of this amendment is to align the agreement more closely with their current build strategy and implementation schedule. The proposal introduces updates to the phasing plan, park dedication timing, and lot frontage standards.

### **Proposed Amendments**

1. **Phasing Plan Revisions** - The applicant is proposing to adjust the sequence of several development phases to better reflect the construction strategy and market conditions. An updated phasing exhibit has been provided for reference. For context, the currently approved phasing plan is also included in the packet.
2. **Park Completion and Dedication Timing** - The applicant seeks to modify the timing of park construction and dedication to coordinate with the updated phasing plan and the issuance of Certificates of Occupancy. The intent is to ensure park improvements are delivered in a manner consistent with the revised buildout sequence.
3. **Lot Frontage Adjustment (Cottage Lots)** - The amendment includes a revision to the allowed lot frontage range for the Cottage Lot product type. This change does not alter the total number of lots but would introduce flexibility in lot widths to accommodate a more varied streetscape and housing mix.

### **Next Steps**

The purpose of this work session is to introduce the proposed amendments and gather feedback from the Planning Commission, City Council, and the public. Comments received during this discussion will help staff and the applicant refine the final Development Agreement amendment before it proceeds to formal public hearing and consideration for approval.

### **Fiscal Impact:**

N/A

### **Recommendation:**

No action Required

### **Sample Motion:**

No action Required

**Attachments:**

1. Proposed D.A. Amendment
2. HF\_PHASING\_08.01.25 - \_GOODBORO\_UPDATE-  
HF\_PHASING\_PROPOSAL\_08.01.25
3. Updated Holdaway fields Phasing Plan 09.16.25 - Administratively Approved Final
4. DA\_Amendment\_Narrative



**When recorded, return to:**

Vineyard City  
125 South Main Street  
Vineyard, Utah 84059  
Attention: Ezra Nair

**Parcel ID:** [\_\_\_\_\_]

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**DEVELOPMENT AGREEMENT**  
(Cadence / Goodboro Vineyard Project)

This Development Agreement (the “**Agreement**”) is entered into the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), by and between Vineyard City, a Utah municipal corporation (the “**City**”), and Cadence Vineyard 400, LLC, a Utah limited liability company (“**Cadence**”), and Goodboro Vineyard Holdaway, LLC, a Utah limited liability company (“**Goodboro**,” and together with Cadence, “**Developer**”). Each of the City and Developer are sometimes referred to in this Agreement as a “**Party**,” or collectively as the “**Parties**.”

**RECITALS**

A. Developer owns approximately 92 acres of land located within the boundaries of the City, as more particularly described in **Exhibit “A-1”** attached hereto (the “**Developer Property**”), and has rights to develop certain portions of real property adjacent to the Developer Property owned by The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, which real property is more particularly described in **Exhibit “A-2”** (such portions, the “**Church ROW Property**” and together with the Developer Property, the “**Properties**”).

B. Developer desires to develop the Properties in accordance with the neighborhood plan attached hereto as **Exhibit “B”** and incorporated herein by this reference, which has been approved by the City (as the same may be revised, amended or modified the “**Neighborhood Plan**”), including all future improvements to be located therein (the Properties, together with all such improvements, is referred to as the “**Project**”), which Neighborhood Plan, for purposes of clarity, does not include the church-owned properties located within or adjacent to the Project, other than the Church ROW Property.

C. The Properties are subject to the City’s Laws, including without limitation the City’s Zoning Code (section 15.02 et seq.), and specific provisions on Development Agreements (section 15.16 et seq.), pursuant to which this Agreement may control over certain provisions of the City’s Laws with respect to matters set forth herein.

D. The lots associated with the Project will be developed into (i) 295 single-family detached residences, of which approximately 127 single-family detached units will be in an age-restricted community (depicted as those lots colored orange on page 2 of the attached

Neighborhood Plan), and (ii) one or more parks, trails, alleys, local amenities, and other uses, all as more particularly described and depicted in the Neighborhood Plan and in this Agreement.

E. The City Council has reviewed this Agreement and determined that it is consistent with the Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, *et seq.* (the “*Act*”), the Ordinances (defined below), and the City of Vineyard General Plan, and that this Agreement provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. This Agreement does not contradict, and specifically complies with, and is governed by the Act. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties agree are contractual in nature and are not merely recitals, and the goals of the City and Developer, which include the coordinated development of the Project to achieve a development of the highest quality, the Parties agree to be legally bound as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the development of the Project and implementation of the Neighborhood Plan. To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the City and Developer that this Agreement incorporates the uses and density rights granted to Developer and the Project pursuant to the Neighborhood Plan, including Developer’s “vested rights” pursuant to the Act as reflected in the Neighborhood Plan. All Plats (defined below) for the Project are subject to the ordinances, regulations and policies of the City governing the development of real property within the City as of the Effective Date, including the Zoning Ordinance (defined below) (collectively, the “*Ordinances*”), provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement.

3. Definitions. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

(a) “City’s Laws” means, collectively, all City ordinances, rules, and regulations, including the provisions of the City’s General Plan, the City’s Zoning Code, the City’s engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

4. Allowed Uses and Approval.

(a) The uses allowed within the Project, as specified in the Neighborhood Plan, are incorporated into this Agreement. All Plats shall be reviewed, and approved or denied by the City, in accordance with the procedures of the Ordinances in effect when the application for the respective Plat is determined to be complete, provided that any conflict between the Ordinances

and the provisions of this Agreement shall be controlled by this Agreement. Upon the approval of the Neighborhood Plan by the City, Developer received a vested right to develop the Project as described herein and in accordance with the Neighborhood Plan, subject to Developer's compliance with the Zoning Ordinance and other Ordinances not inconsistent with this Agreement.

(b) In accordance with the Ordinances, Developer will submit preliminary and final subdivision plats (each a "**Plat**" and collectively the "**Plats**"), consistent with the Neighborhood Plan and this Agreement, whether in one submission or a series of submissions associated with phased development, and all other documentation required and deemed necessary by the City for compliance of the Project with the Ordinances. The Plats shall include all improvements required by this Agreement, in accordance with the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the Ordinances to obtain City approval. In the event that the City rejects or requests modifications to a Plat due to inconsistency between such Plat and the Neighborhood Plan or this Agreement, Developer shall cause a new or corrected Plat to be prepared and submitted to the City. All portions of the Project must be developed in accordance with the approved Plats, the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), and those specific approvals that Developer may request and the City may hereafter approve.

(c) Developer shall provide all documents and information necessary for the issuance of building permits by the City, including specific construction plans and specifications for all required Project improvements. Developer agrees to provide appropriate and complete applications to the City for review. If Developer provides an incorrect or incomplete application, the City shall notify Developer that such application is incorrect or incomplete in accordance with the City's Zoning Code after Developer provides such application. Upon receipt of a complete application, the City agrees to process application(s) in accordance with City's Zoning Code and policy. The City has no obligation to review incomplete or non-conforming applications.

##### 5. Description of Project; Zoning; Density.

(a) The Developer Property, is identified on **Exhibit "A-1"** attached hereto, and the Church ROW Property is identified on **Exhibit "A-2"**. Any further changes to the legal description of the Properties shall be authorized only upon written amendment to this Agreement, in accordance with the terms hereof. The Neighborhood Plan is identified on **Exhibit "B"** attached hereto, which includes the locations, uses, density, and other specifications of the Project, including approximate location of parks, trails, open space, amenities, road and street systems, alleys and other improvements and uses designated therein.

(b) Developer intends to develop the Project in accordance with the City's Holdaway Farms Special District residential zone, which zoning ordinance is set forth on the attached **Exhibit "C"** (the "**Zoning Ordinance**") and applies to the Properties. The Zoning Ordinance permits the development of the Project, in terms of allowed uses and allowed densities, consistent with this Agreement, including without limitation the Neighborhood Plan.



(c) Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the City and Developer agree to comply with the Ordinances or the requirements of the applicable service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Plat is determined complete.

(d) The Neighborhood Plan and the Zoning Ordinance shall provide the density basis for all Plats presented to the City. The maximum total base residential dwelling units allowed within the Project are set forth in the Zoning Ordinance and the Neighborhood Plan.

(e) To avoid confusing the Project with other neighborhoods in the City, Developer agrees the name of the Project shall not include the word "Park."

6. Phase Development. The Project will be developed in phases as set forth in Exhibit ~~F~~D, as the same may be modified by the Plats, (the "Phasing Plan") as approved by the City Staff. The Phasing Plan in Exhibit ~~F~~D has been updated from the Phasing Plan contained in the Neighborhood Plan and Exhibit D. For purposes of this Agreement, the Phasing Plan in Exhibit ~~F~~D and the contents of this Development Agreement shall control. Phasing of the Project shall take into account and be accomplished so as to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future road and utility capacity needs, availability of access to all portions of the Project and related considerations. The phasing of the Project shall be constructed as presented in the approved neighborhood plan, except for those changes reflected in the Phasing Plan. Developer may adjust the Phasing Plan and/or develop Phases out of numerical order, provided however that public infrastructure, street, and park improvements must be constructed as outlined in Section 6(a), 6(b), and 6(c) of this Agreement. At a minimum, open space and park areas shall be constructed with the amenities, parking, and infrastructure that are indicated in the Neighborhood Plan. A site plan for each park space shall be approved by the Planning Commission and City Council. Within each phase of the Development, the Developer must complete the public infrastructure, street, and park improvements (excluding planter trees and vegetation) within that phase before the City shall be obligated to issue a certificate of occupancy for any lot constructed within that same phase.

(a) Park spaces shall be completed and receive final approval from the City as follows:

(i) Park labeled as ~~Holdaway-East~~ Park on the Phasing Plan shall be ~~platted with Phase 3 and completed~~ dedicated prior to issuance of ~~the 114th~~ certificate of occupancy for ~~the community any of the lots developed within the same phase~~;

(ii) Parks labeled as Bike Trail Park and ~~HoldawayEast~~ Park on the Phasing Plan shall be ~~platted with Phase 7 and completed~~ dedicated prior to the issuance of ~~the 214th~~ certificate of occupancy for ~~the community any of the lots developed within the same phase~~;

(b) The club house, pool, and associated private amenities of the age-restricted community shall be platted with Phase 4 and constructed and completed prior to the issuance of a certificate of occupancy for the 54<sup>th</sup> unit within such age restricted community.

(c) Street improvements, including sidewalks, planters (excluding planter trees and vegetation), curbs, gutters, trails, and roadways, shall be completed and receive final approval from the City as follows:

(i) Main Street Connection, and Sleepy Ridge Connection to 30 West, via Main Street, to Stillwater shall be platted with Phase 1 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase; and

(ii) 400 South to the eastern terminus at Holdaway Road shall be platted with Phase 2 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase, with the condition that if Developer does not submit Phase 2 for approval by the City prior to receiving a certificate of occupancy for the twenty-fourth (24<sup>th</sup>) lot in Phase 1, then, upon the City's request, the Developer and/or the Church shall dedicate to the City those portions of the full-width right-of-way for 400 South from Main Street to the eastern terminus that are owned by Developer or Church.

(iii) 400 South to the western terminus shall be platted with Phase ~~73~~ and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase.

If planter trees and vegetation are not installed on any street fronting a lot or lots prior to issuance of a certificate of occupancy for that lot or lots, then the Developer shall furnish to the City a bond sufficient to cover the cost of installing such trees and vegetation on that lot or lots. The City shall not apply the bond until one hundred-eighty days (180 days) have passed since the City issued the certificate of occupancy for that lot or lots and the Developer has not installed the required planter trees or vegetation.

7. Dedication and Easements. All dedications and easements required as part of Plat approval in favor of the City or other service provider or agency under the terms of this Agreement shall be provided to the City or other service provider or agency at the time of Plat recordation or at an earlier time as may be agreed to by the City and Developer and/or other service provider or agency.

8. Public Utilities. Developer shall pay for the construction and installation of utilities within the Project as may be required to service the Project under applicable law, including all municipal water and sewage services to the Project, and all electrical lines, natural gas lines, telecommunication and cable television lines, and so forth (collectively, the "**Utilities**"). With respect to those Utilities already in place and adjacent to the Properties, the Developer shall make all connections at similar or corresponding sizes; provided however, that if any connection is larger than that which would be required to service the Project under applicable law and as established by an engineering study approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, or to the extent the City otherwise requires any enlargement of the Utilities in excess of the minimum requirements to service the project under applicable law, the City shall bear the incremental cost of such upsizing. The City agrees to allow Developer to connect the Project to the City's municipal water systems, the City's off-site wastewater lines and mains, and sewer lines, lift stations, and other facilities in conformance with applicable design,

construction and engineering standards and requirements and to provide the Utilities services to the Project with sufficient capacity to service the Project. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the Utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. All impact fees charged by the City in connection with the development of the Project and the approval of Plats shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9. Storm Water Detention. Developer acknowledges and agrees that it shall be responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. To the extent that storm water detention facilities or other storm water infrastructure improvements are required by the City to be sized to accommodate storm water runoff generated off-site from the Project, the City agrees to pay for the additional costs necessary to create sufficient excess capacity to handle storm water runoff generated off-site, the improvements for which shall be located within the areas designed by Developer and approved by the City. The final design and configuration of the detention facilities shall be subject to approval, as applicable, by the City, Utah County, the applicable flood control board, and Developer as part of the Plats. The storm water detention facilities shall be dedicated and transferred to the City upon completion, except for those storm water detention facilities that are located within that portion of the Project affected and maintained by a private homeowners' association, as reasonably determined by the City Engineer and submitted to the City Council for approval with the Plats. Storm water facilities dedicated to the City shall not be considered as open space or park space, either fully or partially; provided however, that underground storm water facilities may be located beneath open space and park space with approval by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, assuming such siting won't interfere with other uses of said open space or park space.

10. Roads. Except as otherwise provided below, Developer agrees to improve, dedicate and convey to the City, at no charge to the City, such land and rights-of-way (including temporary construction easements) as necessary for the roads, sidewalks, and curbs and gutters located on the Properties as set forth on the Neighborhood Plan (collectively, the "**Roads**"). Developer agrees that it shall be responsible for financing and construction of Roads within the Properties of an adequate size to handle traffic generated by the Project itself as reasonably determined by the City Engineer and in conformance with the City's Laws. The final design and configuration of the Roads shall be consistent with the Neighborhood Plan and shall be subject to approval, which approval shall not be unreasonably withheld, conditioned or delayed, by the City and Developer as part of the Plats. Upon satisfactory completion of construction, inspection, and acceptance by the City of any Roads that are constructed by Developer, such Roads situated on the Developer Property shall be transferred to the City. Notwithstanding the foregoing, (a) to the extent the City requires the Developer to "upsized" any Roads beyond the size required to provide an adequate level of service to the Project or that which is designated and described in the approved Neighborhood Plan, the City shall be responsible for all construction costs related to such upsized Roads in excess of the construction costs that would otherwise be expended if such Roads were developed to the size necessary to achieve an acceptable level of service or to be consistent with the approved Neighborhood Plan, which level of service shall be determined by a Traffic Impact Study (TIS) submitted to and approved by the City Engineer, which approval shall not be



unreasonably withheld, conditioned or delayed; and (b) in the event the City requires any of the Roads to be constructed earlier than indicated in the attached Phasing Plan, (i) the City shall fund the construction activities and all such construction costs that result directly from changing the Phasing Plan, and (ii) Developer will reimburse the City for its share of approved construction costs, excluding costs attributed to upsizing such Roads, through impact fees, assessments, or payments of money, as agreed to between the City and Developer. Prior to incurring any additional costs due to upsizing Roads, the Developer shall provide itemized costs estimate to the City Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, to enter into an agreement between the City and Developer. Such construction costs shall include, without limitation, any design, engineering, labor, materials, and other associated costs and expenses, but shall exclude internal costs of Developer and City personnel. The City shall not be obligated to pay any costs for which it did not receive and approve a cost estimate in advance.

(a) With the exception of the approximately four-hundred and forty foot (440') segment of 400 South between the Developer's property line and Holdaway Road (the "Holdaway Segment"), which Holdaway Segment shall be sixty-five feet (65') wide, Developer shall construct all roadway improvements on 400 South (from Lake View Drive west to Main Street) and on Main Street (from 400 South north to the northern border of the Project) as a seventy-seven-foot (77') Parkway Street (collectively, the "Parkway Streets") according to the specifications, cross section, and other descriptions of such roadway improvements in the Neighborhood Plan. The City recognizes that, according to the May 2, 2022 Cross Section Analysis performed by Hales Engineering, a copy of which is attached hereto as **Exhibit "E"** and incorporated herein by reference, seventy-seven feet is wider than would be necessary to provide an adequate level of service for traffic impacts resulting from the Project directly. Developer estimates the cost of upsizing the Parkway Streets to be approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000). To pay for the increased cost of upsizing the Parkway Streets, the City agrees to reimburse Developer for its actual costs of constructing the roadway portion of the Parkway Streets up to a not-to-exceed cost of Two Hundred-Fifty Thousand Dollars (\$250,000). Developer shall bear any actual costs in excess of this not-to-exceed amount. For all roadways except the Holdaway Segment, the Developer shall be solely responsible for the cost of all sidewalk, planter, curb, gutter, and trail portions of the Parkway Streets. For the Holdaway Segment, the Developer shall bear any and all costs for installing curb, gutter, and ensuring there is at least thirty feet (30') of roadway width, including the existing roadway; the City shall reimburse Developer for the actual costs of upsizing the roadway width greater than thirty feet (30'), and the sidewalk, planter, and trail portions of the Holdaway Segment. The City and Developer shall coordinate with the adjacent landowner to design the Holdaway Segment at the reduced width of sixty-five feet (65') but with trail and sidewalk connections of similar width to the Parkway Street Cross-Section contained in the Neighborhood Plan.

(b) An "Alley" is defined as a paved road section that that is dedicated as a secondary means of access to an abutting property. Alleys constructed as part of the Project shall be dedicated to a private homeowners' association and maintained by the same. In the event that a private homeowners' association is unable to maintain the Alleys, then the Plats shall be recorded with each Alley dedicated to the homeowner directly abutting each Alley. The City shall not accept dedication of any Alley of the Project.

(c) The City shall approve on-street parking along the public roads of the Project if such parking does not encroach into the established travel lanes. Developer shall enter into the City's overnight street parking program and, accordingly, shall limit on-street parking to roads as defined by the terms of that program. This overnight, on-street parking shall not be considered as approved parking towards applicable City parking requirement standards.

(d) The Developer shall coordinate with the City and the developer of the property adjacent to the Project's northern border (Home Center) to stub a Road connection to East Zinfandel Lane from the Project prior to the City's issuance of the 103<sup>rd</sup> certificate of occupancy in the overall Project. This connection shall be paid for by the developers of the respective properties.

(e) The Developer shall conduct a traffic calming study and provide engineering recommendations to the City Engineer for East Zinfandel Lane, to include the street section within the City's maintained section. The Developer shall incorporate traffic impacts from and due to the Project when evaluating and providing recommendations.

11. Reimbursement. Developer agrees to construct the upsized public utilities and roadway improvements required by this Agreement according to the timeframes contained in the Phasing Plan. Developer will furnish, or cause to be furnished, all labor, equipment, materials, manpower, and supplies which are necessary to adequately and completely construct these improvements. No materials, supplies, labor, or equipment will be furnished by the City unless agreed to in writing by the City. Developer shall construct or cause the improvements to be constructed in a workmanlike manner. The Developer shall have the responsibility to pay its contractor(s). Payment will be made to the Developer from the City in a lump sum payment at the end of constructing the improvements for each phase and acceptance by the City. The Developer shall be paid within sixty (60) days following the day in which a billing statement is received by the City from the Developer. To mitigate against disputes over the cost of the public utility improvements, the Developer shall submit the contractor's estimate for the cost of the Work to the City for pre-approval, which pre-approval shall not be unreasonably withheld, conditioned or delayed. The City shall reimburse the actual cost, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment of 400 South, and the roadway improvements along all of the Parkway Streets that exceed the width of the Local Street Cross-Section. Under no circumstance shall the City be responsible for any costs for roadway improvements exceeding TWO-HUNDRED-FIFTY-THOUSAND DOLLARS (\$250,000.00). The cap in the preceding sentence shall not apply to the sidewalk and trail improvements along the Holdaway Segment; the City shall reimburse Developer for the actual costs, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment. For public utility work, the Developer may add five percent (5%) to the engineered estimate as a contingency. To avoid any disputes about eligible expenses, the City will review and approve—which review and approval shall not be unreasonably withheld, conditioned or delayed—an estimate provided by Developer prior to constructing the improvements for which the City is responsible for costs. Reimbursement will be for actual costs and shall not include Developer's profits. If costs remain within the pre-approved amount, including contingency, then the City shall reimburse such costs without question or delay. Payment of the costs shall be non-refundable.

12. Municipal Services. The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project as required by applicable law and at the same levels of services, and on the same terms and rates as provided to other residents and properties in the City. Service levels and availability shall be determined by the City during its review and approval of the Phasing Plan. The City may choose not to provide services to any areas outside the approved Phasing Plan unless accepted and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall not construct any areas in which emergency services cannot obtain reasonable access to provide services. The parties acknowledge and agree that Developer may be required to provide secondary emergency access over a temporary construction road during the first phase of the Project.

13. Parks and Open Space. Developer agrees to provide the parks, open space, trails and buffer areas generally as set forth in the Neighborhood Plan. The City agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined in the Plats, but shall be as generally identified in the Neighborhood Plan. The open space may include recreational areas, pedestrian and bicycle trails, neighborhood parks, and commonly maintained natural or landscaped areas, as approved by the City, which approval shall not be unreasonably withheld. Upon complete construction of such open space, Developer shall convey, dedicate, and/or donate to the City, at no cost to the City, and the City agrees to accept and receive such completed open space areas, in accordance with the City code, as shown on the Plats, after which the City shall be responsible for the maintenance of such dedicated open space and any improvements thereto. As part of the Plats and as applicable under the City Ordinances, Developer agrees to submit an open space plan to the City for its review and approval in connection with the Plats. The developer shall coordinate with Home Center Construction to extend the planned mid-block crossing into the Sycamores neighborhood as shown in the Neighborhood Plan. The Parties acknowledge and agree that the park depicted in the Neighborhood Plan in the northeast area of the Project shall be developed as a park or public use as determined by the city, that the names for the parks used in this agreement are temporary, and that the City shall have the right to rename the parks following its usual processes for assigning names to parks and public places.

14. City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the approved Plats; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by the Act, applicable Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Before commencement of construction or development of any improvements on the Properties, Developer shall, at its expense secure any and all permits which may be required by any other governmental or quasi-governmental agency having jurisdiction over the work or affected by its construction or development. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Properties or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications



and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

(a) Environmental Permits. The Developer understands there may be environmental permits required to develop the Properties and shall coordinate with the appropriate state and federal agencies regarding construction activities which may impact the adjacent protected lands (e.g., wetlands). The Developer shall be responsible for all costs associated with environmental study, permits, and additional construction costs as determined by the cognizant state and federal agencies. The Developer shall provide the City with all applicable forms, permits, documentation from those state and federal agencies establishing its work in accordance with those agencies. The Developer understands that any buffers established by those state and federal agencies along protected areas shall be at the expense of the Developer and shall not be reduced from the open space or park areas established in the Neighborhood Agreement, City Laws, or this Development Agreement.

15. Developer Easement and Restrictive Covenants. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, if any, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following: (a) record any restrictive covenants on the Project as provided in the Plats, in form and content consistent with the Neighborhood Plan and reasonably satisfactory to the City; and (b) record any easement on the Project as provided in the Plats, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements. Developer shall provide the City with a proposed form of each of the foregoing easements and restrictive covenants at least thirty (30) days prior to the submission of the Plats to the City. The City shall provide comments within ten (10) business days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this section will also be subject to the review and consent of the lender providing construction financing for the Project, if any, and the City agrees that the City's consent to changes requested by such lender will not be unreasonably withheld. No Accessory Dwelling Units ("ADU"), internal or external, shall be permitted in the age-restricted community on any lot smaller than six-thousand (6,000) square feet.

16. Construction and Inspection. The Project shall be developed by Developer in accordance with the City's Laws, the development standards of the City, and the Neighborhood Plan. Developer shall construct, or cause to be constructed, all improvements on the Project in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. "As built" drawings of public infrastructure improvements for the Project shall be provided to the City without cost and shall include GIS information. The City shall perform periodic inspections of the public improvements to ensure conformance to the Engineer of Record's requirements and the City Engineer's drawings stamped "For Construction", which are installed and constructed by Developer. The City shall hold a preconstruction meeting with Developer, prior to Developer's construction of public infrastructure improvements, to review the requirements for construction operations. The Developer shall not proceed with public infrastructure construction activities of the Project until a Notice-To-Proceed (NTP) is issued by the City Engineer.

17. Model Homes. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have the right to, pursuant to Section 4(c), apply for and obtain a building permit for and construct up to two (2) model homes (the “Model Homes”) in conjunction with and before completion of Developer’s construction the first phase of infrastructure improvements (the “Phase 1 Improvements”; provided however, that the Phase 1 Improvements must be complete before Developer may obtain certificates of occupancy for the Model Homes. The parties acknowledge and agree that Developer may be required to provide adequate emergency access over a temporary construction road during this phase of the Project.

18. Mortgagee Protections. The City recognizes Developer will be receiving construction financing from a private Lender or its successor and assigns (the “**Lender**”). The City will provide the Lender with thirty (30) days prior written notice of the City’s intent to declare a default by Developer under this Agreement. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this section or by separate agreement. In the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Developer Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender’s lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make necessary extensions of deadlines under this Agreement. This section shall not limit or subordinate the City’s interests, including but not limited to the rights to collect taxes or impose fines, fees, or remedies against Developer or subsequent owners of property developed pursuant to this Agreement.

19. Default. Neither Party shall be in default under this Agreement unless such Party fails to cure a breach under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, which notice shall set forth the details of such breach in reasonable detail. If the nature of the defaulting Party’s obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

20. Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such

courier service for delivery on the next business day; or (d) if by e-mail transmission, on the day of transmission so long as the sender receives no evidence reasonably indicating delivery was unsuccessful, to the addresses set forth on the signature pages, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

21. Conveyances. All dedications and conveyances of property to the City, as contemplated herein, shall be made by special warranty deed, free and clear of all financial liens and encumbrances, such as mortgages, deeds of trust, mechanic or materialmen's liens, but otherwise subject to all matters of record except as the Parties may otherwise reasonably agree.

22. Governing Law; Attorneys' Fees. 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. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

23. Time. Time is of the essence with respect to all time periods contained in this Agreement.

24. Interpretation; Incorporation. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

25. Further Assurances. Each Party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each Party hereto as allowed by law.

26. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by the Neighborhood Plan or this Agreement. Developer understands that it is required to comply with future changes, amendments, or revisions to City ordinances and regulations that do not change the allowed uses or densities for the Project, as identified by this Agreement. If the City, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the City.

27. State and Federal Law – Invalidity. Both the City and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the City and Developer further agree that if any provision of this Agreement



becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the City's approval of the Neighborhood Plan or any Plat is determined to be invalid by a court of competent jurisdiction, then, at Developer's option, this Agreement shall also be null and void.

28. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Developer of any or all of its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

29. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Utah County Recorder against the Developer Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Developer Property, senior to any debt security instruments encumbering the Developer Property except as provided in Section 18. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Developer Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 28 above.

30. Relationship of Parties; No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

31. Amendments; Waivers. This Agreement may be amended, waived or enforced only by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may be amended only in a writing signed by all of the Parties hereto.

32. Force Majeure. The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting

construction that is caused by (a) fire, flood, war, earthquake or other acts of God, (b) strikes, acts of public enemy, riot or insurrection, (c) unanticipated environmental testing or remediation, (d) governmental regulation of the sale or transportation of materials, supplies or labor, (e) disruptions in the availability of labor or materials, (f) plague, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other governmental restrictions in response thereto, (g) unanticipated delays in obtaining Lender approvals due to characteristics of the Project, (h) changes in applicable building codes or interpretations thereof or (i) delays caused by the City in the reviewing and approving Developer's submittals in excess of the City's normal practices (each a "***Force Majeure***").

33. Entire Agreement; Counterparts. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

34. Term of Agreement. This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement; provided, however, that upon the expiration of such initial twelve (12)-year term, if this Agreement has not been previously terminated and if Developer has substantially complied with the terms of this Agreement, Developer shall have the option, exercisable by written notice to the City, to extend the term of this Agreement for an additional five (5) years.

35. Severability. If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

36. Approval of Agreement. The Parties hereby represent and warrant, as applicable, as follows: (a) Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer; and (b) the City certifies that the execution and delivery hereof has been approved at a duly convened meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

*[Signature pages follows]*

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**EXHIBIT A-1**

(Legal Description of Developer Property)



**EXHIBIT A-2**

(Legal Description of Church ROW Property)

**EXHIBIT B**  
(Neighborhood Plan)

**EXHIBIT C**  
(Zoning Ordinance)



## **EXHIBIT D**

(Phasing plan of the Project)

## EXHIBIT E

(Cross Section Analysis)

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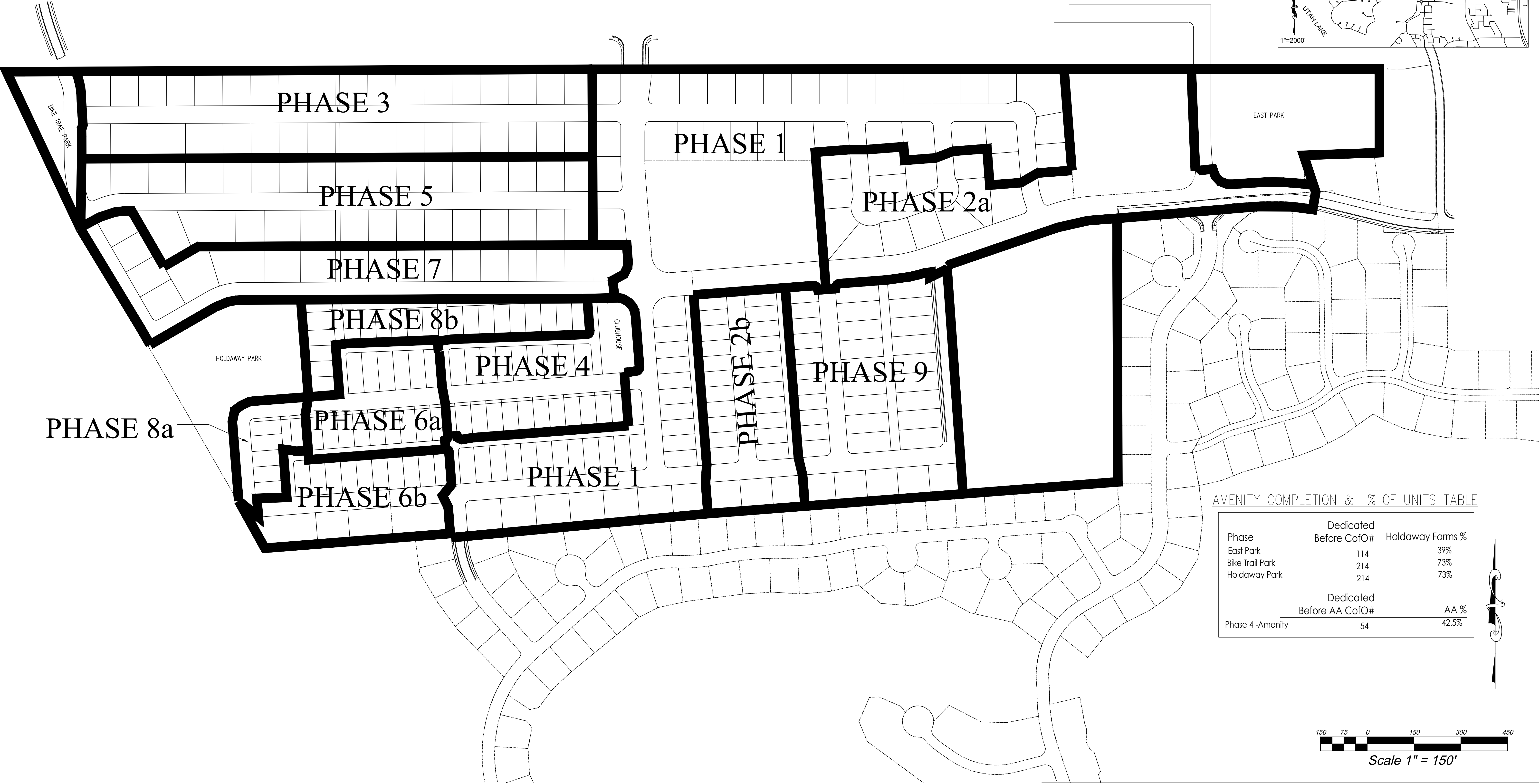
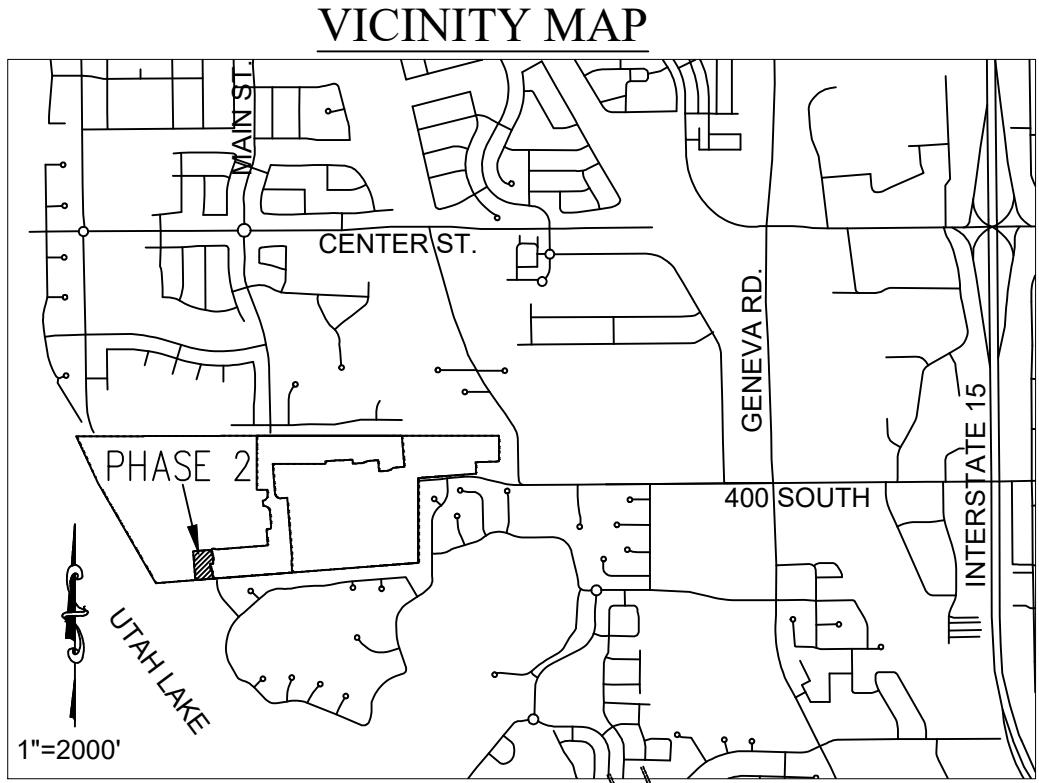
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EXHIBIT F  
(Updated Phasing Plan)



# HOLDAWAY FIELDS



AMENITY COMPLETION & % OF UNITS TABLE

| Phase                     | Dedicated Before CofO# | Holdaway Farms % |
|---------------------------|------------------------|------------------|
| East Park                 | 114                    | 39%              |
| Bike Trail Park           | 214                    | 73%              |
| Holdaway Park             | 214                    | 73%              |
| Dedicated Before AA CofO# |                        |                  |
| Phase 4 -Amenity          | 54                     | 42.5%            |



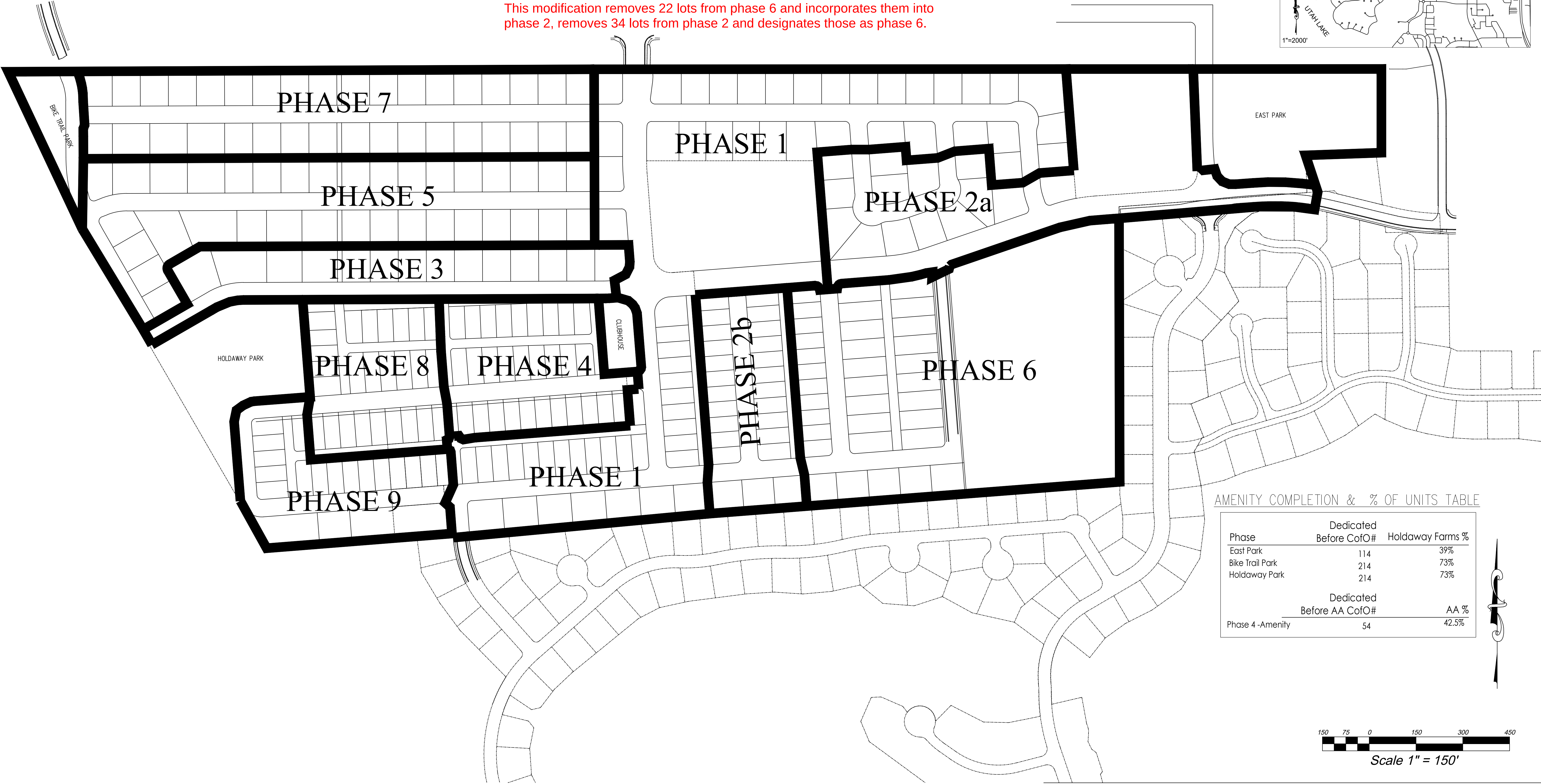
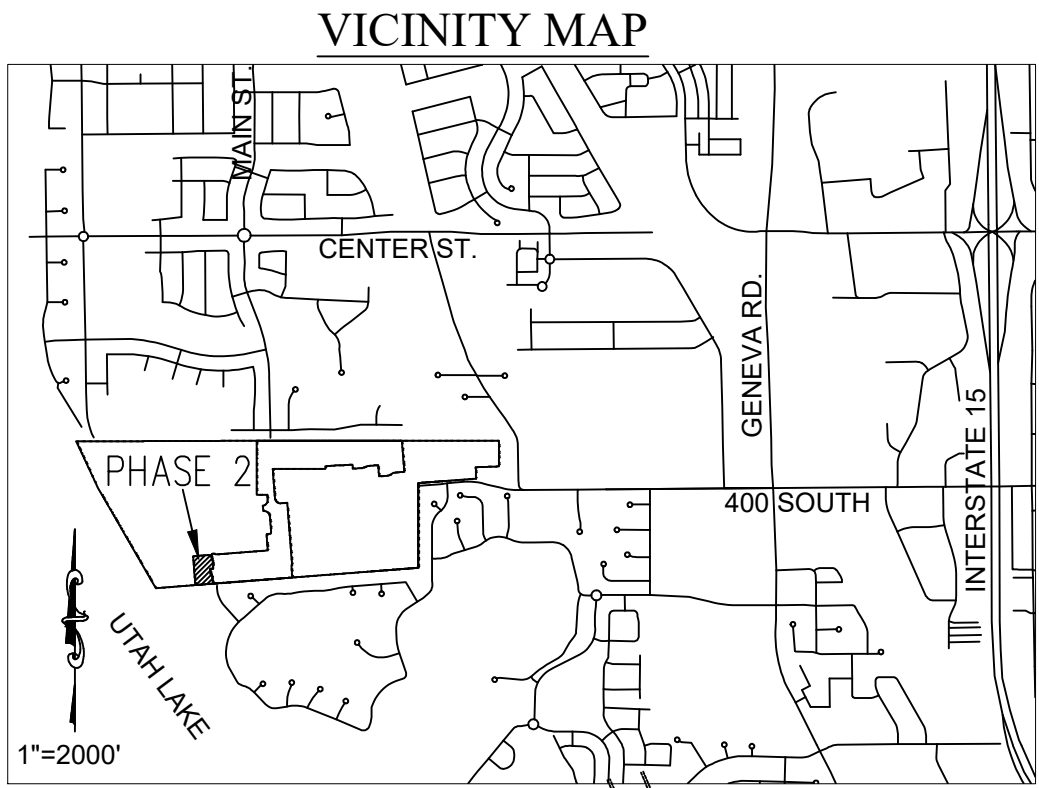


# HOLDAWAY FIELDS

## UPDATED PHASING PLAN

Administratively Approved 9/16/2025

This modification removes 22 lots from phase 6 and incorporates them into phase 2, removes 34 lots from phase 2 and designates those as phase 6.



AMENITY COMPLETION & % OF UNITS TABLE

| Phase                     | Dedicated Before CofO# | Holdaway Farms % |
|---------------------------|------------------------|------------------|
| East Park                 | 114                    | 39%              |
| Bike Trail Park           | 214                    | 73%              |
| Holdaway Park             | 214                    | 73%              |
| Dedicated Before AA CofO# |                        |                  |
| Phase 4 -Amenity          | 54                     | 42.5%            |



We are requesting to amend the Development Agreement for the Holdaway Fields Project. This amendment is primarily to improve the flexibility of the phasing plan to allow for more efficient phasing of the community and modify the neighborhood plan to allow for narrower lots in the active adult portion of the community. The specific areas to be amended are listed below.

- Section 6 of the Development Agreement: To reference new phasing plan exhibit as Exhibit F. Also, to allow phases to be constructed out of numerical order to accommodate efficiency and the need for additional lots.
  - Section 6(a)(i): Adjust dedication of the parks to match CofO count listed on the phasing plan. Also, to change the first park being dedicated to the East Park instead of Holdaway park. This makes sense with our current development being located next to the East Park, while Holdaway park will not have housing around it until later phases.
  - Section 6(a)(ii): Adjust dedication of the parks to match CofO count listed on the phasing plan. Also, to adjust Holdaway Park to be developed when surrounding residential development occurs. This will allow more efficient development of the community.
- Include Exhibit F as the new phasing plan.
- Amend the “Lot Frontage” range reflected on the “Lotting Plan: Cottage Lots” page of the Neighborhood Plan in Exhibit B to say, “40-70 ft.” This amendment DOES NOT change the overall lot count for the Project. Rather, the amendment increases lot size, home plan and home price diversity and options for potential buyers in the age-restricted community in response to market feedback.