



**NOTICE OF A WORK SESSION AND REGULAR  
MEETING OF THE VINEYARD CITY COUNCIL**  
**April 12, 2017 at 6:00 PM**

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Public Notice is hereby given that the Vineyard City Council will hold a Work Session, and Regular meeting on Wednesday, April 12, 2017, at 6:00 pm in the Vineyard City Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

**AGENDA**

**WORK SESSION**

**1. CALL TO ORDER**

**2. INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE**

- 3. OPEN SESSION – Citizens’ Comments** *(15 minutes)*  
*“Open Session” is defined as time set aside for citizens to express their views. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.*

**4. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE COUNCIL – Planning Commission Chair Chris Judd**

**5. COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS**

**Julie Fullmer – Mayor Pro-tem – April - June**

- Youth Council
- Branding Committee
- City Special Events
- Orem Community Hospital Board

**Dale Goodman – Mayor Pro-tem – July - September**

- Timpanogos Special Service District - Board Member

**Tyce Flake – Mayor Pro-tem – October - December**

- ULCT Legislative Policy Committee

**Nate Riley – Mayor Pro-tem – January - March**

- Economic Advisory Committee
- Utah Lake Technical Committee

**6. MAYOR’S REPORT**

- North Pointe Solid Waste Special Service District - Board Member
- Mountainland Association of Governments
- Council of Governments
- Utah Lake Commission

**7. STAFF REPORTS**

- City Manager/Finance Director – Jacob McHargue
- Public Works Director/Engineer – Don Overson
- Attorney – David Church
- Utah County Sheriff’s Department – Deputy Collin Gordon
- Community Development Director – Morgan Brim
- City Recorder – Pamela Spencer
- Building Official – George Reid

**8. DISCUSSION ITEMS**

- Homesteads Development Agreement

City Council will discuss the staff’s and Planning Commission’s recommendations for amending the Homesteads Development Agreement.

**9. ITEMS REQUESTED FOR FUTURE AGENDAS**

*(Requests for future agenda items are to be submitted to the City Clerk/Recorder the Friday before a City Council meeting. If there will be a cost to the city, project and event requests must be submitted with a fiscal impact analysis or report.)*

| <b><i>Item</i></b>                                      | <b><i>Requested by</i></b>                              |
|---------------------------------------------------------|---------------------------------------------------------|
| • <i>Municipal Code Amendments</i>                      | <i>City Recorder Pamela Spencer</i>                     |
| • <i>2017-2018 FY Budget</i>                            | <i>City Manager/Finance Director Jacob McHargue</i>     |
| • <i>Pressure Irrigation Pump Station and Reservoir</i> | <i>Public Work’s Director/City Engineer Don Overson</i> |

**REGULAR SESSION**

**10. MAYOR’S APPOINTMENTS**

No appointments were submitted.

**11. CONSENT ITEMS**

- a) Approval of the January 26 & 27 City Council Retreat minutes
- b) Approval of the February 22, 2017 City Council meeting minutes

- c) Approval of the March 8, 2017 City Council meeting minutes
- d) Approval of the March 22, 2017 City Council meeting minutes
- e) Final approval of the Bridgeport at WatersEdge Plat “B”

## 12. BUSINESS ITEMS

### 12.1 DISCUSSION AND ACTION – 2016 Municipal Wastewater Planning Program Self-Assessment (15 minutes)

Water/Sewer Operator Sullivan Love will present the 2016 Municipal Wastewater Planning Program Self-Assessment. The mayor and City Council may act to approve (or deny) this request by resolution.

### 12.2 DISCUSSION AND ACTION – Homesteads Reimbursement Agreement (15 minutes)

City Attorney David Church will present the Homesteads Reimbursement Agreement for the New Vineyard Road. The mayor and City Council will take appropriate action.

## 13. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

## 14. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is April 26, 2017.

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

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

**AGENDA NOTICING COMPLETED ON:** April 11, 2017

**CERTIFIED (NOTICED) BY:** /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER

## COMMUNITY DEVELOPMENT

**DATE:** April 12, 2017  
**FROM:** Elizabeth Hart, Community Development Technician  
**TO:** City Council  
**ITEM:** Bridgeport at Waters Edge Final Plat B  
**ADDRESS:** 410 East and about 200 North  
**APPLICANT:** Flagship Vineyard 241, LLC / Flagship Development



### BACKGROUND

The proposed application for final plat approval is part of phase 6B Bridgeport of the Waters Edge development. The subject property is located just north of the Le Cheminant subdivision.

The City Council approved a preliminary plat which included the subject property in April of 2016. The preliminary subdivision application was approved with 113 lots and a final plat for phase one of 6B was approved in June of 2016 with 34 lots.

This item is before the City Council for a determination of whether the proposal is consistent with the standards of the Waters Edge zoning ordinances and Vineyard's subdivision and zoning ordinances.

### ANALYSIS:

This final plat includes approximately 6.60 acres of land with 39 buildable lots. The subdivision includes a 41,761 square feet of open space. A trail system exists along the eastern border and a planned trail along the northern border.

In comparison to the preliminary plat, lot sizes have increased on the final plat. Lot sizes are shown to be 4500 SF and above, the preliminary plat has lot sizes as low as 4200 SF. Also, lot 669 of the preliminary plat has been divided into two lots and the final plat shows these lots as number 46 and 47. In addition, two parcels that allow access to

open space have been added. Parcel A is 1800 SF and connects into a planned pocket park. Parcel B is 2414 SF and connects into the existing trail system along the eastern border. The proposed final plat does meet the standards of the zoning district and staff has approved the changes listed above.

Discrepancies have also been found between the staff approved construction plans and the proposed final plat. Lot sizes in the civil plans do not match what is on the proposed final plat. It has been made a condition by staff that the construction plans be resubmitted prior to the recording of the proposed final plat.

The fencing master plan shows fencing along the northern, eastern, and western lots. A 6' precast concrete wall is planned along the eastern border which includes lots 52, 51, 50, 49, 48 and parcel B, as well as lots 69,68,67,66 and 65. A 6' clear view fence is planned along the trail that will be located along the northern lots 71, 72 and 73. A 6' foot split rail is planned along portions of lot 70.

A final landscaping plan will be submitted with the final phase of 6B.

| Zoning Standards |                                                                |                       |                                            |
|------------------|----------------------------------------------------------------|-----------------------|--------------------------------------------|
| Compliant        | Category                                                       | Standard              | Staff Comments                             |
| YES              | Zoning                                                         | SFD-4500              | Part of the Waters Edge Zoning District    |
| YES              | Minimum Lot Area                                               | 4200 SF               | Lots are 4500 SF and above                 |
| YES              | Minimum Width at Front setback line                            | 45 feet               |                                            |
| YES              | Minimum width at the front setback line for corner lots        | 55 feet               |                                            |
| YES              | Minimum width at the front setback line for cul-de-sac lots    | 40 feet               |                                            |
| YES              | Front yard setback to a side loaded garage                     | 15 feet               |                                            |
| YES              | Front yard setback to living space or front porch              | 15 feet               |                                            |
| YES              | Rear yard setback                                              | 10 feet               |                                            |
| YES              | Side yard setback for interior lots                            | 5 feet                |                                            |
| YES              | Side yard setback for corner lots                              | 15 feet               |                                            |
| YES              | Minimum depth                                                  | 80 feet               |                                            |
| YES              | Visitor Parking                                                | None                  |                                            |
| YES              | The minimum number of covered parking spaces per dwelling unit | 2, garage is required | Will be confirmed during staff plan review |

## FINDINGS

With the proposed conditions, the proposed plat meets the following findings:

- It is in conformance with the General Plan, Preliminary Plat, Waters Edge Zoning District, and Subdivision Regulations.

## RECOMMENDATION:

Staff recommends the Town Council approve the final plat subject to the following conditions:

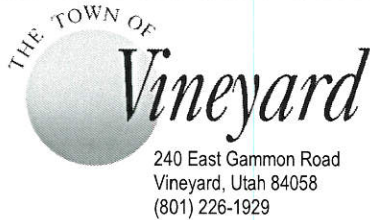
1. The applicant pays any outstanding fees and makes any redline corrections.
2. New construction plans be submitted prior to the recording of the final plat.
3. A final landscaping plan be submitted with the final phase of the subdivision.

**PROPOSED MOTION:**

*"I move to approve the proposed Final Plat for Bridgeport at Waters Edge Plat B with the proposed conditions."*

**ATTACHMENTS:**

Application  
Proposed final plat  
Approved Preliminary Plat  
Fencing Master Plan  
Waters Edge Community Trail Plan



## FINAL SUBDIVISION APPLICATION

Bridgeport Plat B

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: 2/27/17

APPLICANT(S): Flagship Vineyard 241 LLC / Flagship Development

ADDRESS OF APPLICANT: 1250 East 200 South, ste 1D, Lehi UT 84043

BUSINESS PHONE #: 801-766-4442

CELL PHONE #: 435-218-5656

EMAIL ADDRESS: brohson@forsail.com

FAX NUMBER: 801-466-3337

CURRENT ZONING DISTRICT DESIGNATION: Waters Edge Zone

NUMBER OF PROPOSED NEW LOTS: 39

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 410 East and about  
200 North

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: 6.6 acres

NAME OF PROPERTY OWNER(S): same as applicant

### CHECK APPLICABLE PERMIT ATTACHMENT:

|                          |                            |                                     |                         |
|--------------------------|----------------------------|-------------------------------------|-------------------------|
| <input type="checkbox"/> | CONDITIONAL USE PERMIT     | <input checked="" type="checkbox"/> | FINAL PLAT              |
| <input type="checkbox"/> | GENERAL MAP/PLAT AMENDMENT | <input type="checkbox"/>            | LAND DISTURBANCE PERMIT |
| <input type="checkbox"/> | MINOR PLAT AMENDMENT       | <input type="checkbox"/>            | PERMITTED USE SITE PLAN |
| <input type="checkbox"/> | PRELIMINARY SUBDIVISION    | <input type="checkbox"/>            | ROAD CUT PERMIT         |
| <input type="checkbox"/> | TEMPORARY USE PERMIT       | <input type="checkbox"/>            | VARIANCE APPLICATION    |

SIGNATURE OF APPLICANT(S):

Rebecca Sympel  
Applicant Signature

2/27/17  
Date

Co-Applicant Signature

Date

| <b>OFFICE USE ONLY</b>     |                    |                          |              |
|----------------------------|--------------------|--------------------------|--------------|
| <b>DATE RECEIVED</b>       |                    | <b>DATE OF APPROVALS</b> |              |
| Initial Submittal          | Complete Submittal | Planning Commission      | Town Council |
| Type of Request            | Staff Comments:    |                          |              |
| <b>PAYMENT INFORMATION</b> |                    |                          |              |
| Amount Due                 | Date Paid          | Amount Paid              | Check #      |

Only fully completed submittals may be accepted in office. If the submittal is incomplete in any way, it must be returned to the applicant.

**PROPERTY OWNER AFFIDAVIT**

STATE OF UTAH       }  
                              }ss  
COUNTY OF UTAH}

I, the undersigned, Nathan Hutchinson, as owner(s) of the property identified in the attached application, depose that the statements herein contained in this application and the information provided in the attached plans and exhibits are in all respects true and correct to the best of my knowledge.

Flagship Development, Inc.  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn before me, Nathan Hutchinson, a Notary Public, on this 3 day of March, 2017.



Summermaulof F. Doyle  
(Notary Public)  
My commission expires: 10-23-2020

**AGENT AUTHORIZATION AFFIDAVIT**

I, the undersigned, \_\_\_\_\_, as owner(s) of the real property described in the attached application, do authorize the following: \_\_\_\_\_, as agent(s) and designated representative(s) regarding the attached application, to appear on my behalf before any administrative or legislative body in the Town of Vineyard considering this application, and to act in all respects as agent(s) in matters pertaining to the attached application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me, \_\_\_\_\_, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

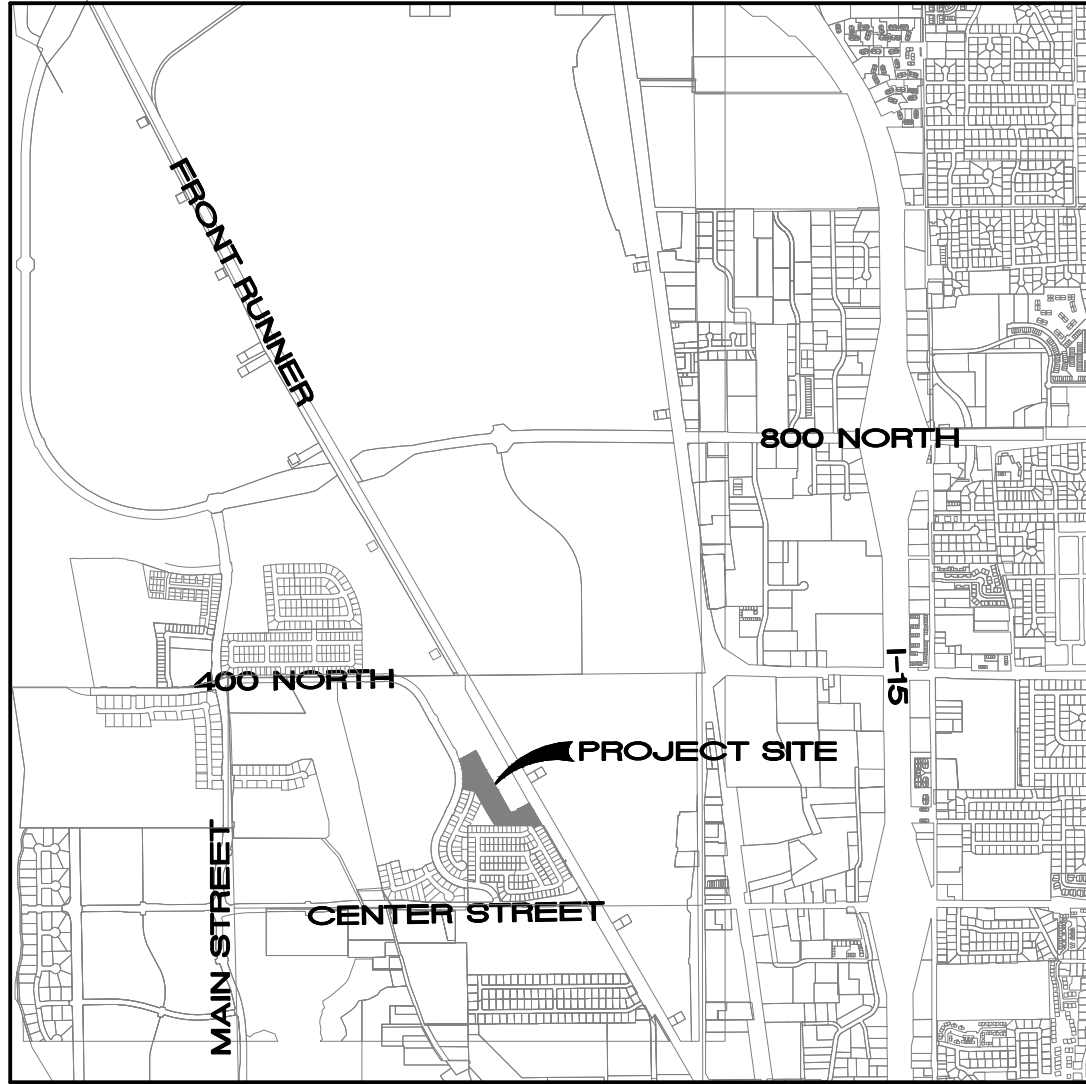
BRIDGEPORT AT WATERS EDGE PLAT "B"  
LOCATED IN THE NORTH HALF OF SECTION 17, TOWNSHIP 6  
SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

| CURVE TABLE |        |        |            |         |        |               |
|-------------|--------|--------|------------|---------|--------|---------------|
| CURVE       | LENGTH | RADIUS | DELTA      | TANGENT | CHORD  | CHORD BEARING |
| C1          | 73.69  | 270.00 | 15°38'12"  | 37.07   | 73.46  | N75°58'03"E   |
| C2          | 23.73  | 15.00  | 90°38'59"  | 15.17   | 21.33  | N22°49'28"E   |
| C3          | 344.12 | 640.50 | 30°47'00"  | 176.32  | 340.00 | N5°30'26"W    |
| C4          | 305.34 | 758.50 | 23°03'54"  | 154.77  | 303.28 | N1°35'18"W    |
| C5          | 43.84  | 43.00  | 58°25'07"  | 24.04   | 41.97  | N59°15'46"W   |
| C6          | 156.75 | 298.00 | 30°08'16"  | 80.23   | 154.95 | N74°55'52"E   |
| C7          | 15.72  | 303.00 | 2°58'24"   | 7.86    | 15.72  | N21°12'24"W   |
| C8          | 53.83  | 300.00 | 10°16'48"  | 26.99   | 53.75  | S24°51'36"E   |
| C9          | 111.41 | 758.50 | 8°24'57"   | 55.81   | 111.31 | N5°44'10"E    |
| C10         | 193.93 | 758.50 | 14°38'56"  | 97.50   | 193.40 | N5°47'47"W    |
| C11         | 25.68  | 300.00 | 4°54'18"   | 12.85   | 25.68  | S22°10'22"E   |
| C12         | 28.14  | 300.00 | 5°22'29"   | 14.08   | 28.13  | S27°18'45"E   |
| C13         | 242.15 | 730.50 | 18°59'33"  | 122.19  | 241.04 | N0°23'24"E    |
| C14         | 8.46   | 15.00  | 32°18'00"  | 4.34    | 8.34   | N25°15'23"W   |
| C15         | 133.36 | 58.00  | 131°44'40" | 129.49  | 105.87 | S24°27'58"W   |
| C16         | 7.80   | 15.00  | 29°46'32"  | 3.99    | 7.71   | N75°27'02"E   |
| C17         | 18.68  | 15.00  | 71°21'59"  | 10.77   | 17.50  | S24°52'47"W   |
| C18         | 127.06 | 786.50 | 9°15'22"   | 63.67   | 126.92 | N6°10'31"W    |
| C19         | 22.76  | 15.00  | 86°55'29"  | 14.22   | 20.64  | S45°00'34"E   |
| C20         | 5.97   | 15.00  | 22°49'22"  | 3.03    | 5.94   | N80°07'00"E   |
| C21         | 108.01 | 58.00  | 106°42'11" | 77.96   | 93.07  | N5°56'35"W    |
| C22         | 6.67   | 15.00  | 25°27'43"  | 3.39    | 6.61   | S17°19'21"E   |
| C23         | 74.05  | 786.50 | 5°23'39"   | 37.05   | 74.02  | N7°18'02"E    |
| C24         | 22.76  | 15.00  | 86°55'29"  | 14.22   | 20.64  | S48°03'57"W   |
| C25         | 15.29  | 15.00  | 58°25'06"  | 8.39    | 14.64  | N59°15'46"W   |
| C26         | 7.38   | 15.00  | 28°11'07"  | 3.77    | 7.30   | N15°57'39"W   |
| C27         | 108.14 | 58.00  | 106°49'24" | 78.13   | 93.14  | S55°16'48"E   |
| C28         | 4.89   | 15.00  | 18°41'30"  | 2.47    | 4.87   | S80°39'15"W   |
| C29         | 15.69  | 15.00  | 59°56'47"  | 8.65    | 14.99  | S60°01'36"E   |
| C30         | 29.28  | 270.00 | 6°12'52"   | 14.66   | 29.27  | N86°53'34"E   |
| C31         | 128.89 | 326.00 | 22°39'14"  | 65.30   | 128.06 | N78°40'23"E   |
| C32         | 21.64  | 15.00  | 82°39'14"  | 13.19   | 19.81  | N71°19'37"W   |
| C33         | 18.10  | 331.00 | 3°08'01"   | 9.05    | 18.10  | N21°17'13"W   |
| C34         | 48.80  | 272.00 | 10°16'48"  | 24.47   | 48.74  | S24°51'36"E   |
| C35         | 102.97 | 270.00 | 21°51'03"  | 52.12   | 102.35 | N79°04'28"E   |
| C36         | 57.04  | 730.50 | 4°28'26"   | 28.53   | 57.03  | N7°38'57"E    |
| C37         | 57.04  | 730.50 | 4°28'26"   | 28.53   | 57.03  | N3°10'31"E    |
| C38         | 57.04  | 730.50 | 4°28'26"   | 28.53   | 57.03  | N1°17'55"W    |
| C39         | 57.04  | 730.50 | 4°28'26"   | 28.53   | 57.03  | N5°46'21"W    |
| C40         | 13.99  | 730.50 | 1°05'49"   | 6.99    | 13.99  | N8°33'28"W    |
| C41         | 29.93  | 58.00  | 29°33'43"  | 15.30   | 29.59  | S26°37'31"E   |
| C42         | 39.19  | 58.00  | 38°42'49"  | 20.38   | 38.45  | S7°30'44"W    |
| C43         | 40.85  | 58.00  | 40°21'23"  | 21.31   | 40.01  | S47°02'50"W   |
| C44         | 23.40  | 58.00  | 23°06'47"  | 11.86   | 23.24  | S78°46'55"W   |
| C45         | 50.01  | 640.50 | 4°28'25"   | 25.02   | 50.00  | N7°38'51"E    |
| C46         | 50.01  | 640.50 | 4°28'25"   | 25.02   | 50.00  | N3°10'26"E    |
| C47         | 50.01  | 640.50 | 4°28'25"   | 25.02   | 50.00  | N1°17'59"W    |
| C48         | 50.01  | 640.50 | 4°28'25"   | 25.02   | 50.00  | N5°46'25"W    |
| C49         | 55.56  | 640.50 | 4°58'12"   | 27.80   | 55.54  | N10°29'43"W   |
| C50         | 88.52  | 640.50 | 7°55'08"   | 44.33   | 88.45  | N16°56'23"W   |
| C51         | 63.50  | 786.50 | 4°37'33"   | 31.77   | 63.48  | N8°29'26"W    |
| C52         | 55.59  | 786.50 | 4°03'00"   | 27.81   | 55.58  | N4°09'10"W    |
| C53         | 7.97   | 786.50 | 0°34'50"   | 3.98    | 7.97   | N1°50'15"W    |
| C54         | 39.82  | 58.00  | 39°20'14"  | 20.73   | 39.04  | S88°22'27"W   |
| C55         | 56.06  | 58.00  | 55°22'35"  | 30.44   | 53.90  | N44°16'09"W   |
| C56         | 12.14  | 58.00  | 11°59'22"  | 6.09    | 12.11  | N10°35'10"W   |
| C57         | 42.26  | 58.00  | 41°44'57"  | 22.12   | 41.33  | S22°44'34"E   |
| C58         | 43.81  | 58.00  | 43°16'40"  | 23.01   | 42.78  | S65°15'23"E   |
| C59         | 22.06  | 58.00  | 21°47'47"  | 11.17   | 21.93  | N82°12'24"E   |
| C60         | 21.81  | 326.00 | 3°50'01"   | 10.91   | 21.81  | N88°04'59"E   |
| C61         | 50.58  | 326.00 | 8°53'21"   | 25.34   | 50.53  | N81°43'18"E   |
| C62         | 56.50  | 326.00 | 9°55'51"   | 28.32   | 56.43  | N72°18'42"E   |
| C63         | 16.45  | 272.00 | 3°27'57"   | 8.23    | 16.45  | S28°16'01"E   |
| C64         | 32.35  | 272.00 | 6°48'50"   | 16.19   | 32.33  | S23°07'37"E   |

NOTES:  
1- THIS AREA HAS HISTORICALLY HAD A HIGH WATER TABLE, AND THE TOWN OF VINEYARD WILL HAVE NO LIABILITY FOR ANY DAMAGES DUE TO THE HIGH WATER TABLE. A LAND DRAIN FOR EACH LOT WILL BE REQUIRED AND MAINTAINED BY THE PROPERTY OWNER.  
2- PROPERTY OWNERS SHOULD BE AWARE THAT THIS AREA IS LOCATED IN THE VICINITY OF A RAILROAD SYSTEM.  
3- ALL ROADS TO BE DEDICATED TO VINEYARD CITY, 1.72 ACRES.  
4- OPEN SPACE TO BE DEDICATED TO VINEYARD CITY.  
5- DEVELOPER SHALL EXCEPT FROM ANY PUBLIC UTILITY EASEMENT SHOWN THEREON, AND RESERVE TO ITSELF AND ITS DESIGNEE, THE RIGHT TO DESIGN, ENGINEER, CONSTRUCT, INSTALL, TEST, OPERATE, MAINTAIN, REPAIR, REPLACE, RELOCATE, REMOVE AND MANAGE COMMUNICATIONS FACILITIES.

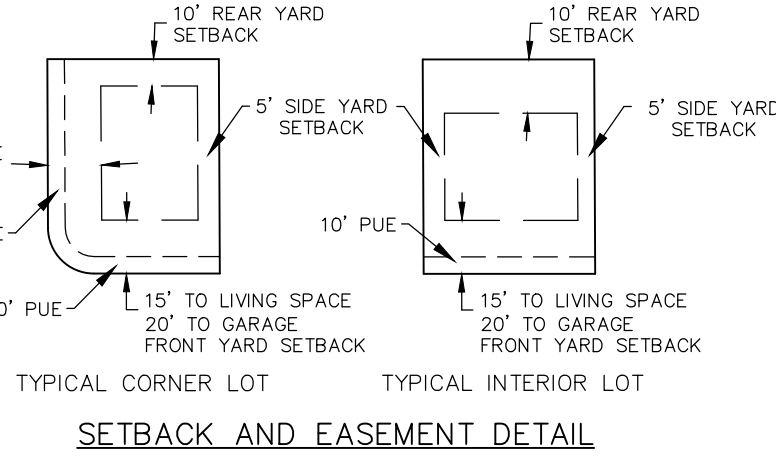
FOUND BRASS CAP  
NORTHWEST CORNER OF SECTION 17,  
TOWNSHIP 6 SOUTH, RANGE 2 EAST,  
SALT LAKE BASE AND MERIDIAN

FOUND BRASS CAP 1989  
NORTH QUARTER OF SECTION 17,  
TOWNSHIP 6 SOUTH, RANGE 2 EAST,  
SALT LAKE BASE AND MERIDIAN



VICINITY MAP  
NTS

LAND USE  
TOTAL ACREAGE: 6.60 acres  
OPEN SPACE: 43,268 sq ft  
TOTAL LOTS: 34 LOTS  
NO. LOTS / ACRE: 4.83  
ZONING: SFD-4,500



SETBACK AND EASEMENT DETAIL

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as BRIDGEPORT AT WATERS EDGE PLAT "B" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°25'01" East 2650.71 feet along the section line and South 962.39 feet from the Northwest Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian thence North 60°33'46" East 215.70 feet; thence South 29°26'14" East 90.00 feet; thence South 20°55'20" East 56.62 feet; thence South 30°03'13" East 669.86 feet; thence Easterly 73.69 feet along the arc of a non-tangent 270.00 foot radius curve to the left, through a central angle of 15°38'12", the chord of which bears North 75°58'03" East 73.46 feet; thence Northeasterly 23.73 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 90°38'59", the chord of which bears North 22°49'28" East 21.33 feet; thence North 65°24'47" East 56.03 feet; thence North 59°56'06" East 92.61 feet; thence South 30°03'13" East 300.12 feet; thence West 43.76 feet; thence South 60°00'00" West 62.10 feet; thence North 30°00'00" West 35.85 feet; thence West 424.27 feet; thence North 33°56'13" West 71.20 feet; thence North 30°03'13" West 385.39 feet; thence North 78°32'50" West 56.02 feet; thence North 80°06'50" West 90.03 feet; thence Northerly 344.12 feet along the arc of a non-tangent 640.50 foot radius curve to the left, through a central angle of 30°47'00", the chord of which bears North 05°30'26" West 340.00 feet to the point of beginning.

6.60 acres

Basis of Bearing: the line between the Northwest Corner of Section 17 and the North Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian Which bears North 89°25'01" East

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as BRIDGEPORT AT WATERS EDGE PLAT "B" and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_

ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF UTAH ) S.S.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY \_\_\_\_\_ NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN UTAH

PLAT "B"

BRIDGEPORT AT  
WATERS EDGE

A RESIDENTIAL SUBDIVISION

RECORDING INFORMATION

VINEYARD, UTAH COUNTY, UTAH  
SCALE: 1"= 60 FEET

SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEAL

MAYOR APPROVAL

APPROVED BY THE MAYOR ON THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MAYOR

PLANNING COMMISSION  
APPROVAL

APPROVED BY PLANNING COMMISSION ON THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CHAIRMAN, PLANNING COMMISSION

VINEYARD ENGINEER  
APPROVAL

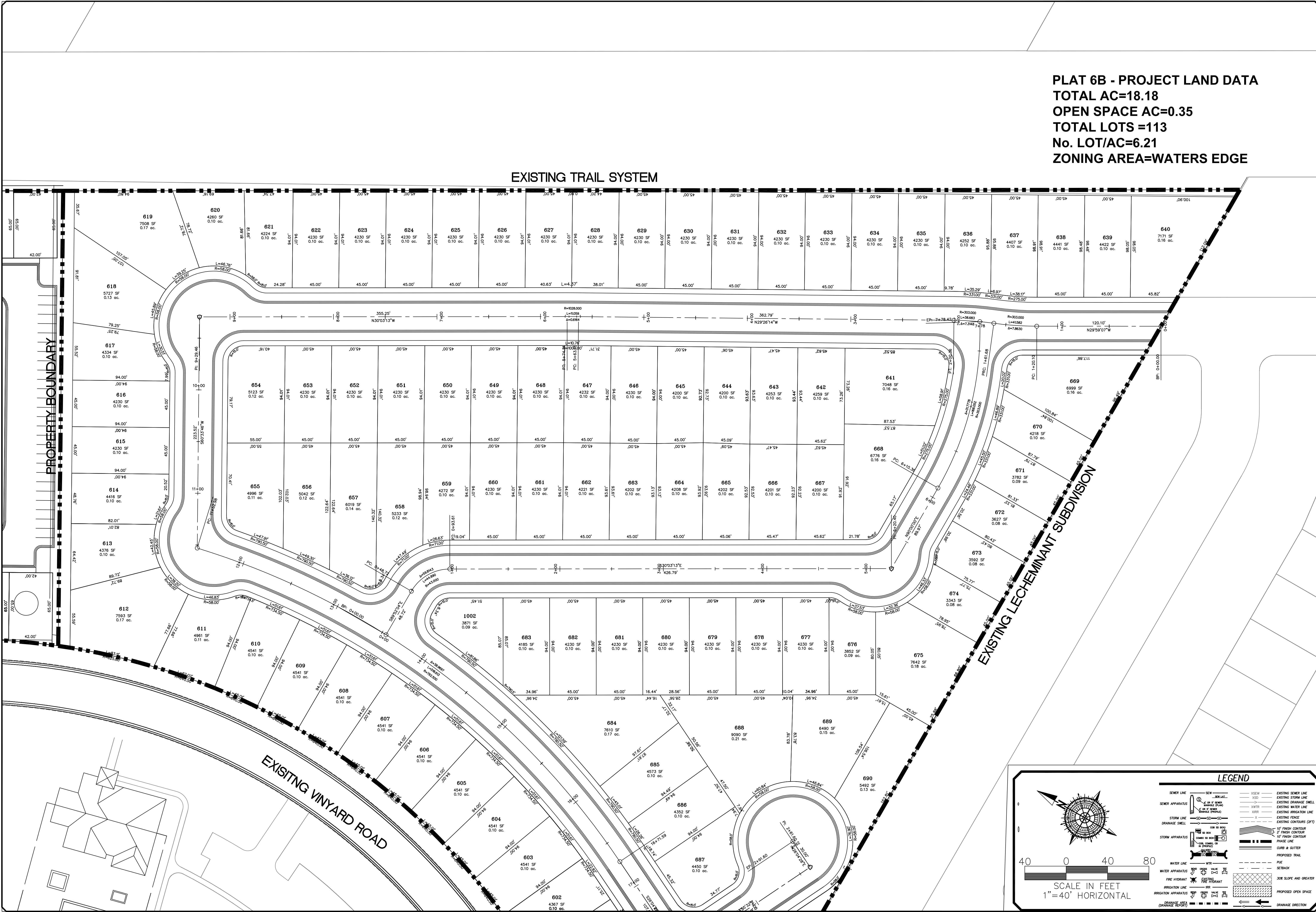
APPROVED BY VINEYARD ENGINEER ON THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

VINEYARD ENGINEER

VINEYARD ATTORNEY

APPROVED BY VINEYARD ATTORNEY ON THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

VINEYARD ATTORNEY



PLAT 6B - PROJECT LAND DATA  
TOTAL AC=18.18  
OPEN SPACE AC=0.35  
TOTAL LOTS =113  
No. LOT/AC=6.21  
ZONING AREA=WATERS EDGE

| NO. | DESCRIPTION | DATE | APP'D. |
|-----|-------------|------|--------|
|     |             |      |        |
|     |             |      |        |
|     |             |      |        |
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|     |             |      |        |

|                    |  |
|--------------------|--|
| ORIG. DATE: 7-1-15 |  |
| SURVEY BY: GPW     |  |
| DRAWN BY: GPW      |  |
| DESIGNED BY: GPW   |  |
| CHECKED BY: GPW    |  |
| SCALE: 1"=40'      |  |



**GATEWAY CONSULTING, Inc.**  
P.O. BOX 951005 SOUTH JORDAN, UT 84095  
PH: (801) 604-5848 FAX: (801) 432-7050  
paul@gatewayconsultingllc.com

CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT

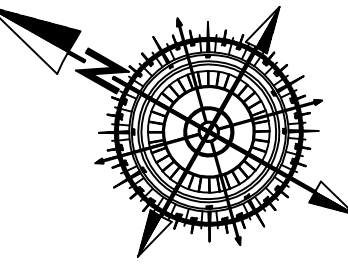
WATERS EDGE PHASE 6B-BRIDGEPORT  
FLAGSHIP  
VINEYARD PHASE 6B  
LOT INFORMATION SHEET

3-21-16

TOWN OF VINEYARD

PRELIMINARY  
NOT FOR CONSTRUCTION

SHEET NO. 3A

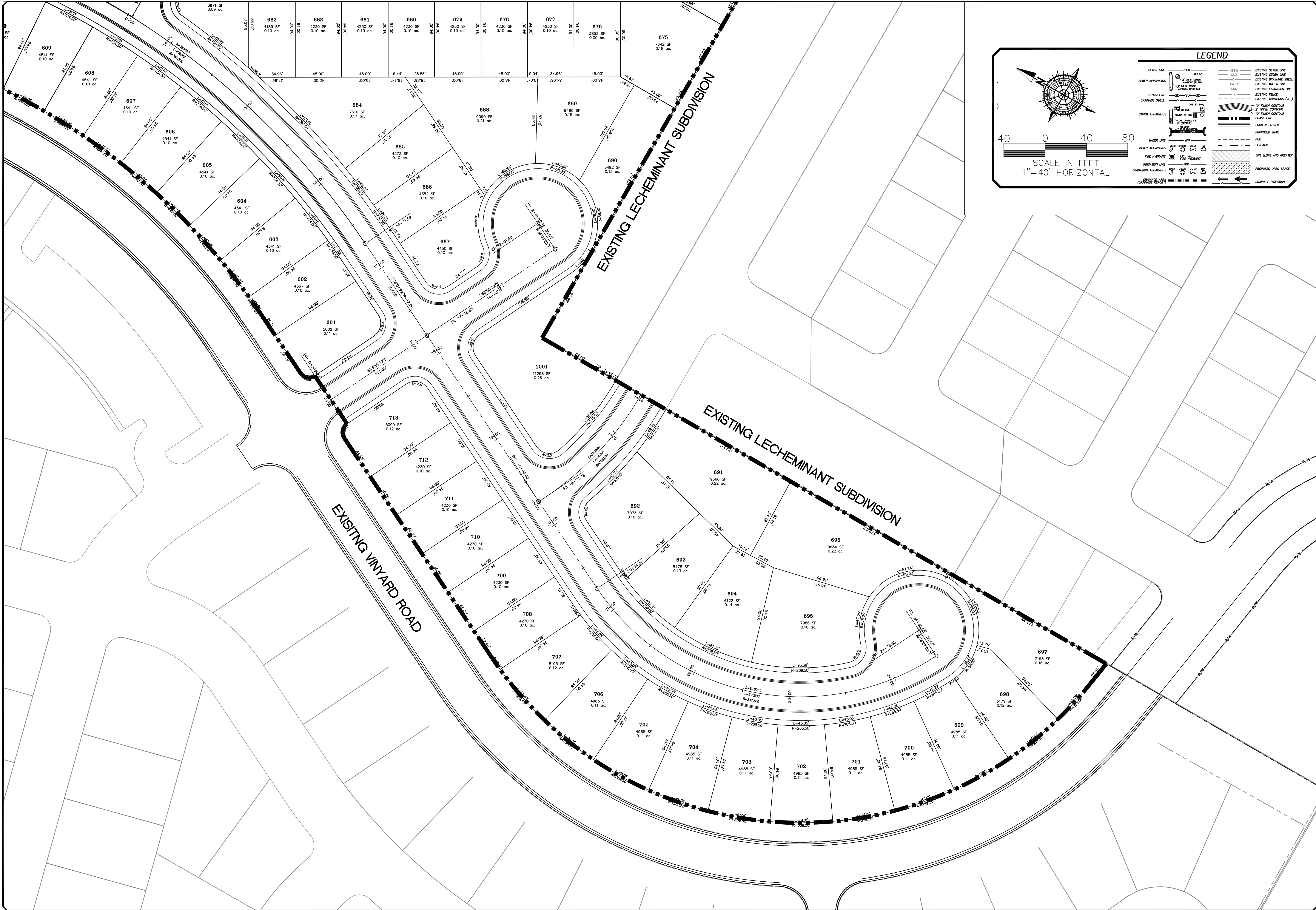


40 0 40 80

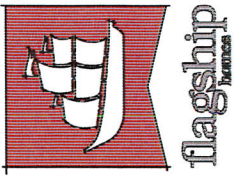
SCALE IN FEET  
1"=40' HORIZONTAL

**LEGEND**

|                      |               |                          |
|----------------------|---------------|--------------------------|
| SEWER LINE           | SEW - 12" S&L | EXISTING SEWER LINE      |
| SEWER APPARATUS      | 12" S&L       | EXISTING STORM LINE      |
| STORM LINE           | 12" S&L       | EXISTING DRAINAGE SHEL   |
| STORM APPARATUS      | 12" S&L       | EXISTING WATER LINE      |
| WATER LINE           | 12" S&L       | EXISTING IRRIGATION LINE |
| WATER APPARATUS      | 12" S&L       | EXISTING FENCE           |
| FIRE HYDRANT         | 12" S&L       | EXISTING CONTOURS (PT)   |
| IRRIGATION APPARATUS | 12" S&L       | 10' FINISH CONTOUR       |
| IRRIGATION APPARATUS | 12" S&L       | 10' FINISH CONTOUR       |
| IRRIGATION APPARATUS | 12" S&L       | PHASE LINE               |
| IRRIGATION APPARATUS | 12" S&L       | CURB & GUTTER            |
| IRRIGATION APPARATUS | 12" S&L       | PROPOSED TRAIL           |
| IRRIGATION APPARATUS | 12" S&L       | PUE                      |
| IRRIGATION APPARATUS | 12" S&L       | SETBACK                  |
| IRRIGATION APPARATUS | 12" S&L       | JOE SLOPE AND GREATER    |
| IRRIGATION APPARATUS | 12" S&L       | PROPOSED OPEN SPACE      |
| IRRIGATION APPARATUS | 12" S&L       | DRAINAGE DIRECTION       |



|                                                |  |                                        |  |                                        |  |                               |  |
|------------------------------------------------|--|----------------------------------------|--|----------------------------------------|--|-------------------------------|--|
| WATERS EDGE PHASE 6B-BRIDGEPORT FLAGSHIP       |  | TOWN OF VINEYARD                       |  | PRELIMINARY NOT FOR CONSTRUCTION       |  | SHEET NO. 3B                  |  |
| VINEYARD PHASE 6B                              |  | LOT INFORMATION SHEET                  |  | 3-21-16                                |  | DATE                          |  |
| GATEWAY CONSULTING, Inc.                       |  | P.O. BOX 951005 SOUTH JORDAN, UT 84095 |  | PH: (801) 694-5848 FAX: (801) 432-7050 |  | mail@gatewayconsultingllc.com |  |
| CIVIL ENGINEERING * CONSULTING * LAND PLANNING |  | CONSTRUCTION MANAGEMENT                |  | 7-1-15                                 |  | DATE                          |  |
| SURVEY BY:                                     |  | GFW                                    |  | GFW                                    |  | GFW                           |  |
| DRAWN BY:                                      |  | GFW                                    |  | GFW                                    |  | GFW                           |  |
| DESIGNED BY:                                   |  | GFW                                    |  | GFW                                    |  | GFW                           |  |
| CHECKED BY:                                    |  | GFW                                    |  | GFW                                    |  | GFW                           |  |
| SCALE:                                         |  | 1"=40'                                 |  | 1"=40'                                 |  | 1"=40'                        |  |



170 South Interstate Plaza, Suite 2  
Lehi | Utah | 8404

preliminary plan  
not for construction

call 811 or visit [www.bluestakes.com](http://www.bluestakes.com)  
before you dig to have all utilities  
located and marked

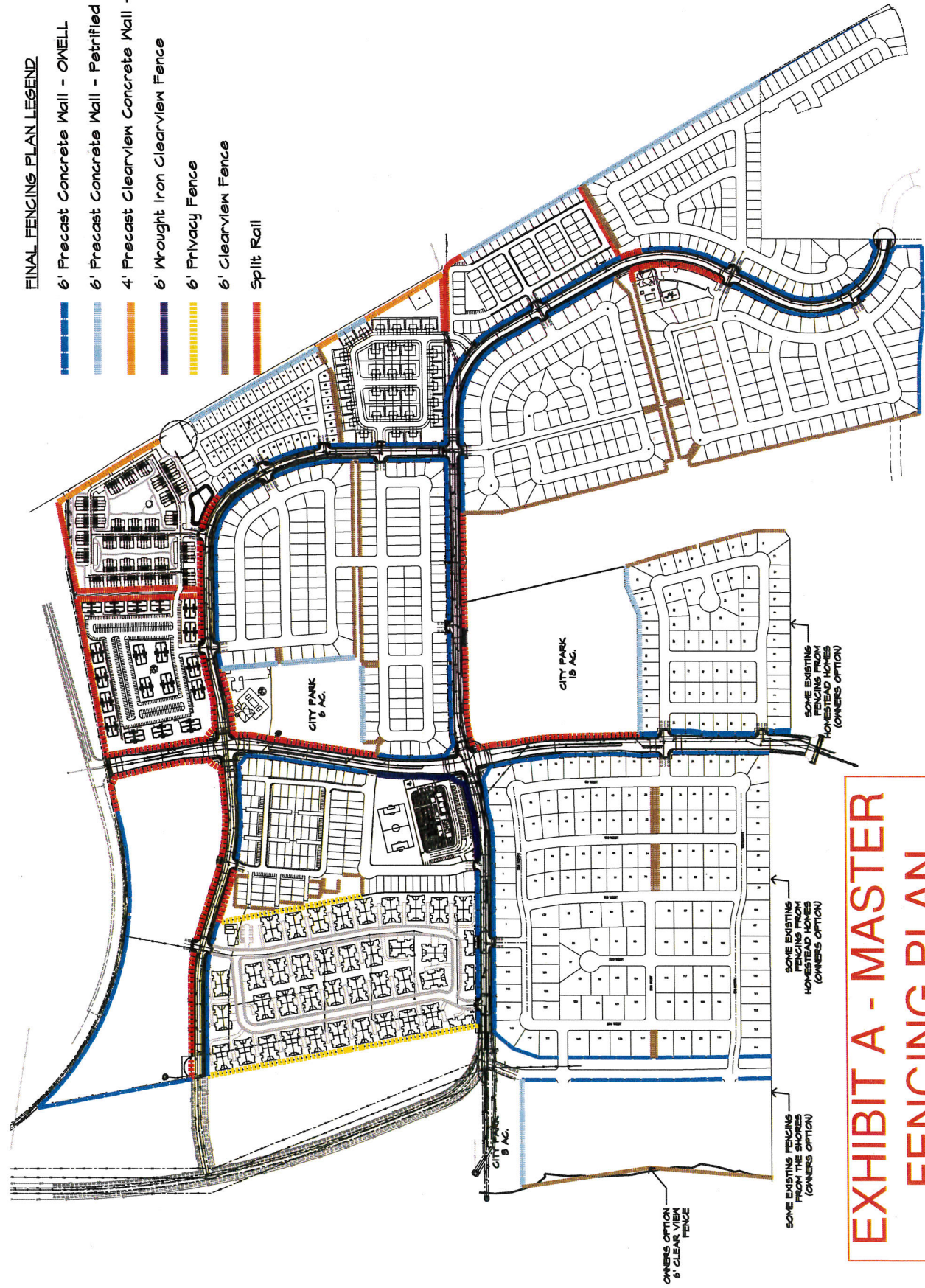
# WATERS EDGE ZONE DISTRICT ZONING PLAN AMENDMENT Vineyard, Utah

MARCH 7, 201

APPROVED  
fence & water  
master plan

## FINAL FENCING PLAN LEGEND

- 6' Precast Concrete Wall - OWELL
- 6' Precast Concrete Wall - Petrified
- 4' Precast Clearview Concrete Wall - Petrified
- 6' Wrought Iron Clearview Fence
- 6' Privacy Fence
- 6' Clearview Fence
- Split Rail



## EXHIBIT A - MASTER FENCING PLAN

## EXHIBIT B - FENCING TYPES

### 6' PRE-CAST CONCRETE WALL ON STREETS

Manufacture: Olympus Pre-Cast

Style: Custom Column/Post (Image not available)

Color: Grey



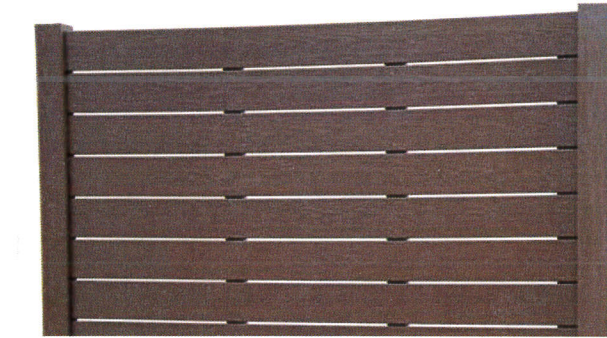
### 6' PRE-CAST CONCRETE WALL ALONG RAIL TRAIL

Manufacture: Petrified Fence

Style: Horizontal

Color: Weathered Cedar (Grey, not pictured)

Website: [www.petrifiedfence.com](http://www.petrifiedfence.com)



### 6' PRIVACY FENCE

Manufacture: Enduris

Brand: Mirage

Style: Custom Horizontal

Color: Sequoia (not pictured)

Website: [www.enduris.com](http://www.enduris.com)



### 6' CLEARVIEW/SEMI-PRIVATE FENCE

Manufacture: Enduris

Brand: Mirage

Style: Custom Horizontal

Color: Sequoia

Website: [www.enduris.com](http://www.enduris.com)



### 3' SPLIT RAIL FENCE

Manufacture: Enduris

Brand: Mirage

Style: Custom Horizontal

Color: Sequoia

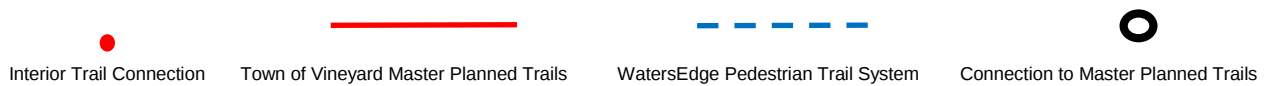
Website: [www.enduris.com](http://www.enduris.com)

## WATERS EDGE | FENCING OPTIONS

These photos are representative but the not exact color or design. Physical samples will be available at the City Council meeting.

# WatersEdge – Community Trails

Figure 10





**Date:** April 12, 2017

**Agenda Item:** Work Session

**From:** Morgan Brim, Community Development Director

**Department:** Planning, Building & Public Works

**Subject:** Homestead Development Agreement

---

**Background/Discussion:**

The Homestead Development is required to maintain compliance with the development agreement that was approved with the establishment of the Planned Development Overlay District. In past meetings, the council discussed an amendment to the agreement to eliminate restrictions regarding solid white vinyl fences for separation between private building lots. However, staff found that issues with the development agreement were not isolated to private fencing but affected building design, layout, landscaping and the public right-of-way.

The building, planning and public works departments have now reviewed the agreement and provided their recommendations for discussion at the April 5, 2017 planning commission meeting. Furthermore, the planning commission reviewed staff recommendations and provided their feedback. The attached table illustrates staff recommendations with the planning commission's comments listed in red and items they identified for further discussion highlighted in yellow.

The attached table includes four columns which categorize the development agreement review standards into four groups: not enforceable, discard, keep and amend. Comments and justification is provided in the column on the far right. Many of the requirements of the development agreement are not enforceable because they are not well defined or use words like "encourage" or "should" instead of "shall." Additionally, staff has noted items that are enforceable, but due to the amount of work or other factors are recommended to be eliminated.

**Recommendation:**

Staff and the planning commission's recommendations are noted in the attached table. Items that need further consideration are highlighted in yellow. Staff is seeking feedback from the council in order to draft an amendment to the Homestead Development Agreement. Following this, a public hearing will be noticed before the planning commission and an ordinance will be brought before the city council for adoption.

**Attachments:**

- Homestead Development Agreement Standards Table

Homesteads Development Agreement Checklist

|       |                       |                                                                                                                                                                                                             | Enforceable |         |       | Notes                                                                                                                                                                                                                                                                                                                              |
|-------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic | Standard              | Non Enforceable                                                                                                                                                                                             | Keep        | Discard | Amend |                                                                                                                                                                                                                                                                                                                                    |
| 1     | Plat Note             | Plat Note: To include a notation , provided by the Town, on all final plats and property titles identifying that the Town accepts no responsibility for any property damage cause by ground water flooding. | X           |         |       |                                                                                                                                                                                                                                                                                                                                    |
| 2     | Streets               | Street improvements are to receive approval from the DRC. However, the DRC is deleted later on . See section 23                                                                                             | X           |         |       | No DRC                                                                                                                                                                                                                                                                                                                             |
| 3     | Impact Fee            | Town to adopt and maintain a parks, open space and recreational facilities impact fee.                                                                                                                      |             | X       |       | The City Council has eliminated parks fees. This is no longer needed.                                                                                                                                                                                                                                                              |
| 4     | Common fencing        | 26,328 linear feet of common area ROW fencing required. Fencing must be consistent between pods and shall not be concrete or vinyl.                                                                         |             |         | X     | Fencing is required at time of CO and is the responsibility of the individual contractors. Remove concrete.                                                                                                                                                                                                                        |
| 5     | ROW landscaping       | Approximately 888,091 sf of common area ROW landscaping 55 light poles required.                                                                                                                            | X           |         |       |                                                                                                                                                                                                                                                                                                                                    |
| 6     | Home size             | Min net floor area footprint of 1,620 sf and total net floor area of 2,250 sf above grade.                                                                                                                  |             |         | X     | <div>Recommendations:</div> <ul style="list-style-type: none"><li>• Sub-Area 1: Minimum net floor area of 900 square feet.</li><li>• Sub-Areas 5 &amp; 11: Minimum net floor area of 2,250 square feet above grade.</li><li>• Sub-Areas 2, 3, 4, 6, 7, &amp; 8: Minimum net floor area of 1,260 square feet above grade.</li></ul> |
| 7     | Home size             | W/o basement: Min net floor area of 1,800 sf above grade with a min net floor area footprint of 1,200 sf.                                                                                                   |             |         | X     |                                                                                                                                                                                                                                                                                                                                    |
| 8     | Home size             | W/basements: Min net floor area of 1,260 sf above grade, a min net floor area footprint of 1,000 sf and a total net floor area of 2,520 sf.                                                                 |             |         | X     |                                                                                                                                                                                                                                                                                                                                    |
| 9     | Home size             | W/basements: 60% of all units shall provide a min net floor area of 1,260 sf above grade, a min net floor area footprint of 1,000 sf and a min total net floor area of 2,520.                               |             |         | X     |                                                                                                                                                                                                                                                                                                                                    |
| 10    | Home size             | W/basements: 25% of all units shall provide a min net floor area of 1,260 sf above grade, a min net floor area footprint of 800 sf and a min total net floor area of 2,070 sf.                              |             |         | X     |                                                                                                                                                                                                                                                                                                                                    |
| 11    | Home size             | W/ basements: 15% of all units shall provide a min net floor area of 1,260 sf above grade, a min net floor area footprint of 800 sf and a min total net floor area of 1,800 sf.                             |             |         | X     |                                                                                                                                                                                                                                                                                                                                    |
| 12    | Home size             | Min net floor area footprint of 1,800 sf or a total net floor area of 2,500 sf above grade, not including porches and garages.                                                                              |             |         | X     |                                                                                                                                                                                                                                                                                                                                    |
| 13    | Home size             | Min net floor area of 900 sf.                                                                                                                                                                               | X           |         |       |                                                                                                                                                                                                                                                                                                                                    |
| 14    | Rentals               | Rental units allowed through a conditional use permit.                                                                                                                                                      |             | X       |       | The zoning code should establish uses.                                                                                                                                                                                                                                                                                             |
| 15    | Exterior Elevations   | No dwelling shall have the same exterior elevations within three building lots along a street from the nearest dwelling design that matches another.                                                        | X           |         |       |                                                                                                                                                                                                                                                                                                                                    |
| 16    | Exterior Elevations   | 40% brick, stone or (natural or synthetic) required on the front elevation.                                                                                                                                 |             |         | X     | Requirement should exclude fenestration (windows, doors and garages).                                                                                                                                                                                                                                                              |
| 17    | Exterior Elevations   | Dwellings shall incorporate a masonry wainscot return measuring a distance of 2-5 ft along the sides of the dwelling from the front facing elevation.                                                       | X           | X       |       | Difficult to inspect.                                                                                                                                                                                                                                                                                                              |
| 18    | Agricultural-Heritage | Development provided by the project plan enhances and promotes an "agricultural-heritage" theme and promotes community values of quality, attractiveness and desirability.                                  | X           |         |       | Agricultural heritage is not defined.                                                                                                                                                                                                                                                                                              |
| 19    | Site Plan Ordinance   | All requirements of Chapter 18 apply.                                                                                                                                                                       | X           |         |       |                                                                                                                                                                                                                                                                                                                                    |
| 20    | 2006 Items Deleted    | Exhibits regarding Major Road & Street Plan, Will Mill Project & Community Entry Feature and Streetscape Detail are deleted.                                                                                | X           |         |       |                                                                                                                                                                                                                                                                                                                                    |
| 21    | Exterior Elevations   | No Repetition of the exterior of any approved dwelling within the RE-20 zone will be permitted.                                                                                                             |             | X       |       | The same standard should be used requiring a different elevation every third lot.                                                                                                                                                                                                                                                  |
| 22    | Exterior Elevations   | Near repetitions of dwelling designs will be allowed, but exterior materials and color scheme shall be changed to encourage variety.                                                                        | X           |         |       | "Near repetition" is not defined.                                                                                                                                                                                                                                                                                                  |

Homesteads Development Agreement Checklist

| Homesteads Development Agreement Checklist |                     |                                                                                                                                                                                                                                                                                                                                                     | Enforceable |         |       | Notes                                                                                                                                                                                                                                           |
|--------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic                                      | Standard            | Non Enforceable                                                                                                                                                                                                                                                                                                                                     | Keep        | Discard | Amend |                                                                                                                                                                                                                                                 |
| 23                                         | Exterior Elevations | No dwelling will be allowed to have the same exterior elevations within three building lots located along a street from the nearest dwelling design that similarly matches another.                                                                                                                                                                 | X           |         |       |                                                                                                                                                                                                                                                 |
| 24                                         | Exterior Elevations | Near repetitions of dwelling designs are allowed but no dwelling will be allowed to have the same exterior elevations within five building lots located along a street from the nearest dwelling design that similarly matches another.                                                                                                             | X           |         |       | The same standard should be used requiring a different elevation every third lot.                                                                                                                                                               |
| 25                                         | Forms and Massing   | Min floor areas are exclusive of garages, porches, balconies, patios or decks.                                                                                                                                                                                                                                                                      |             |         | X     | Amending to say "Buildings shall meet minimum square footage requires as provided in the development agreement." The development agreement uses net floor area which already excludes porches and garages. It is unnecessary to state it again. |
| 26                                         | Forms and Massing   | Front elevations shall contain at least on alternating form found along different plans to create shadows; including multiple vertical and horizontal breaks.                                                                                                                                                                                       |             | X       |       | Subjective                                                                                                                                                                                                                                      |
| 27                                         | Forms and Massing   | The front elevation forms shall include features such as at least exposed gable perpendicular to the street.                                                                                                                                                                                                                                        |             | X       |       | Many do not comply                                                                                                                                                                                                                              |
| 28                                         | Rooflines and Pitch | Front elevations shall contain a min of two rooflines designed at different heights.                                                                                                                                                                                                                                                                | X           |         |       |                                                                                                                                                                                                                                                 |
| 29                                         | Rooflines and Pitch | Majority of roof pitch elements should be a minimum of 6:12 slope.                                                                                                                                                                                                                                                                                  |             | X       |       | Produces very tall structures                                                                                                                                                                                                                   |
| 30                                         | Rooflines and Pitch | Long continuous rooflines parallel to the street should not be permitted.                                                                                                                                                                                                                                                                           | X           |         |       | "Should"                                                                                                                                                                                                                                        |
| 31                                         | Rooflines and Pitch | Eaves and overhangs shall be 12 inches to 18 inches in size <del>and be large enough to create noticeable shadows.</del>                                                                                                                                                                                                                            | X           | X       |       | Very difficult to inspect and enforce                                                                                                                                                                                                           |
| 32                                         | Rooflines and Pitch | Two story front elevations divided by a first story partial roof or similar feature are encouraged.                                                                                                                                                                                                                                                 | X           |         |       | "encouraged"                                                                                                                                                                                                                                    |
| 33                                         | Design Elements     | All buildings shall incorporate an agricultural heritage architectural theme and provide varying design elements that may include cornices, pop-outs, boxed window openings, covered walkways, verandahs, porches, trellises and other design features to add visual interest, attractiveness, and avoid repetition of building styles and designs. | X           |         |       | subjective                                                                                                                                                                                                                                      |
| 34                                         | Entries             | Entries and front door areas shall be readily distinguishable from the street.                                                                                                                                                                                                                                                                      | X           |         |       | Subjective, however, I think the intent is that homes have an identifiable entrance.                                                                                                                                                            |
| 35                                         | Entries             | Wood or wood-like trim shall be used around front entry doors.                                                                                                                                                                                                                                                                                      | X           | X       |       |                                                                                                                                                                                                                                                 |
| 36                                         | Windows             | Windows shall be used to divide large surface areas.                                                                                                                                                                                                                                                                                                | X           |         |       | define large                                                                                                                                                                                                                                    |
| 37                                         | Windows             | One or more of the additional wood or wood-like window elements such as a header accent trim, pot shelves and/or shutters are encouraged to be used on the front elevation.                                                                                                                                                                         | X           |         |       | "encouraged"                                                                                                                                                                                                                                    |
| 38                                         | Windows             | Windows should not be highly reflective.                                                                                                                                                                                                                                                                                                            | X           |         |       | "Should"                                                                                                                                                                                                                                        |
| 39                                         | Windows             | Bay windows on the first floor windows and other accent windows are highly encouraged.                                                                                                                                                                                                                                                              | X           |         |       | "encouraged"                                                                                                                                                                                                                                    |
| 40                                         | Garages             | Two car enclosed garages are required.                                                                                                                                                                                                                                                                                                              |             |         | X     | Pod 1 has (8) townhouses with a 1 car garage. A small percentage of Pod 1 could be allowed to have a one car garage but still require an additional dedicated space within the development.                                                     |
| 41                                         | Garages             | Garages are encouraged to be located on the side or rear of the house if possible.                                                                                                                                                                                                                                                                  | X           |         |       | Lots are not big enough to accommodate                                                                                                                                                                                                          |
| 42                                         | Garages             | If facing the street, the design and materials used should be complementary to the structure.                                                                                                                                                                                                                                                       | X           |         |       | "Should"                                                                                                                                                                                                                                        |

| Homesteads Development Agreement Checklist |                                  |                                                                                                                                                                      | Enforceable |         |       | Notes                                                                                           |
|--------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|-------|-------------------------------------------------------------------------------------------------|
| Topic                                      | Standard                         | Non Enforceable                                                                                                                                                      | Keep        | Discard | Amend |                                                                                                 |
| 43                                         | Garages                          | Sectional garage door design shall complement the architectural style of the house.                                                                                  |             | X       |       | Difficult to inspect and enforce                                                                |
| 44                                         | Garages                          | For three car garages, the front of the third garage space shall be on a different plan of a min three foot offset of the main garage entrance.                      |             |         | X     | Change to two feet.                                                                             |
| 45                                         | Garages                          | Sectional garage doors with windows are encouraged.                                                                                                                  |             | X       |       | "encouraged"                                                                                    |
| 46                                         | Lighting                         | Wall mounted or recessed ceiling house lighting shall be used to highlight entry elements.                                                                           |             | X       |       | Why limit lighting design and options.                                                          |
| 47                                         | Lighting                         | All home lighting shall be adequately shielded to not directly shine on an adjacent property or street.                                                              |             | X       |       | This would require a lighting plan submitted with each permit. Plus it is difficult to inspect. |
| 48                                         | Lighting                         | Yard light is encouraged to highlight driveway and walkways.                                                                                                         | X           |         |       | "encouraged"                                                                                    |
| 49                                         | OpenSpace Fencing                | Black wrought iron required along the perimeters of open spaces.                                                                                                     |             |         | X     | Amend to require around wetlands trails.                                                        |
| 50                                         | Private Fencing                  | Wrought iron, brick, masonry, or wood may be used.                                                                                                                   |             | X       |       |                                                                                                 |
| 51                                         | Private Fencing                  | Solid white vinyl, chain link, or other wire fencing is prohibited.                                                                                                  |             |         | X     | Amend to prohibit wire and chain link fencing.                                                  |
| 52                                         | Private Fencing                  | Shall be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.                                                    | X           |         |       |                                                                                                 |
| 53                                         | Front Yard Landscaping           | Automotive irrigation system shall be installed within nine months of occupancy.                                                                                     |             | X       |       | Very difficult to enforce, bonding would be a solution                                          |
| 54                                         | Front Yard Landscaping           | Shall include a mix of turf, groundcovers, shrubs or trees.                                                                                                          |             | X       |       | Added inspections                                                                               |
| 55                                         | Front Yard Landscaping           | Street trees shall be from the approved list. The developer shall be responsible for ensuring that the street tree assigned to the specific neighborhood is planted. |             | X       |       | Tree types have never been enforced.                                                            |
| 56                                         | Front Yard Landscaping           | Lots less than 60 feet in width shall have two street trees planted in the park strip.                                                                               |             | X       |       | City already has ROW standards. There is no need to duplicate standards.                        |
| 57                                         | Front Yard Landscaping           | Lots greater than 60 feet in width shall have one tree per 30 feet.                                                                                                  |             | X       |       |                                                                                                 |
| 58                                         | Front Yard Landscaping           | The developer is required to provide a bond for two years for park strip trees.                                                                                      | X           |         |       |                                                                                                 |
| 59                                         | Exterior Materials               | Exterior should generally consist of natural materials that blend and are compatible with the surrounding area.                                                      |             | X       |       | "should"                                                                                        |
| 60                                         | Exterior Materials               | Colors shall be grays, browns, greens, tans and other similar earth tones.                                                                                           |             | X       |       | Would require a paint, stucco top coat permitting process.                                      |
| 61                                         | Exterior Materials               | The front elevation shall contain a min of 40% brick or stone.                                                                                                       |             |         | X     | Define front elevation (exclude fenestrations)                                                  |
| 62                                         | Exterior Materials               | A consistent level of detail and finish on all sides of a building shall be provided.                                                                                |             | X       |       | What is consistent?                                                                             |
| 63                                         | AC Units and Evaporative Coolers | roof mounted units shall be out of view from the street in front of the home.                                                                                        |             | X       |       | Hard to enforce                                                                                 |
| 64                                         | AC Units and Evaporative Coolers | Window units are not permitted.                                                                                                                                      |             | X       |       |                                                                                                 |
| 65                                         | AC Units and Evaporative Coolers | Ground level units shall be outside of the front yard.                                                                                                               |             | X       |       |                                                                                                 |
| 66                                         | Antennas and Satellite Dishes    | Antennas and small satellite dishes should be placed out of view from the street.                                                                                    |             | X       |       |                                                                                                 |
| 67                                         | Antennas and Satellite Dishes    | Large ground mounted satellite dishes are not permitted.                                                                                                             |             | X       |       |                                                                                                 |

Resolution Number 2017-

MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

RESOLVED that VINEYARD, Utah informs the Water Quality Board of the following actions taken by the City County.

Reviewed the attached Municipal Wastewater Planning Program Report for 2016.

Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (if applicable).

Passed by a (majority) (unanimous) vote on

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest: City Recorder

# Municipal Wastewater Planning Program (MWPP) Financial Evaluation Section for 2016

Owner Name: VINEYARD, Utah

Jacob M<sup>c</sup>Hargue

Finance Director

Phone: 801.226.1929

E-mail: [jacobm@vineyardutah.org](mailto:jacobm@vineyardutah.org)

## SUBMIT BY APRIL 15, 2017

Electronic

submission: [http://deq. utah.gov/ProgramsServices/services/submissions/index.htm](http://deq.utah.gov/ProgramsServices/services/submissions/index.htm)

Mail to: MWPP - Department of Environmental Quality  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone: (801) 536-4300

*NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. If you received financial assistance from the Water Quality Board, annual submission of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call John Mackey, Utah Division of Water Quality. (80a) 536-4300.*

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater collection and treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

## Part I: OPERATION AND MAINTENANCE

Complete the following table:

| Question                                                                                                                                           | Points Earned                    | Total |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------|
| Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <u>at this time</u> ?                               | YES = 0 points<br>NO = 25 points | 0     |
| Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <u>next live five years</u> ? | YES = 0 points<br>NO = 25 points | 0     |
| Does the facility have sufficient staff to ensure proper OM&R?                                                                                     | YES = 0 points<br>NO = 25 points | 0     |
| Has a dedicated sinking fund been established to provide for repair & replacement costs?                                                           | YES = 0 points<br>NO = 25 points | 25    |
| Is the repair & replacement sinking fund adequate to meet anticipated needs?                                                                       | YES = 0 points<br>NO = 25 points | 25    |
| What was the average User Charge fee for 2016?                                                                                                     | \$ <u>17.25</u> per month        |       |
| TOTAL PART I =                                                                                                                                     |                                  | 50    |

## Part II: CAPITAL IMPROVEMENTS

Complete the following table:

| Question                                                                                                                     | Points Earned                    | Total |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------|
| Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?                   | YES = 0 points<br>NO = 25 points | 0     |
| Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next five years</u> ?   | YES = 0 points<br>NO = 25 points | 0     |
| Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next ten years</u> ?    | YES = 0 points<br>NO = 25 points | 0     |
| Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next twenty years</u> ? | YES = 0 points<br>NO = 25 points | 0     |
| Has a dedicated sinking fund been established to provide for future capital improvements?                                    | YES = 0 points<br>NO = 25 points | 25    |
| TOTAL PART II =                                                                                                              |                                  | 25    |

### Part III: GENERAL QUESTIONS

Complete the following table:

| Question                                                                         | Points Earned                    | Total |
|----------------------------------------------------------------------------------|----------------------------------|-------|
| Is the wastewater treatment fund a separate enterprise fund/account or district? | YES = 0 points<br>NO = 25 points | 0     |
| Are you collecting 95% or more of your sewer billings?                           | YES = 0 points<br>NO = 25 points | 0     |
| Is there a review, at least annually, of user fees?                              | YES = 0 points<br>NO = 25 points | 0     |
| Are bond reserve requirements being met if applicable?                           | YES = 0 points<br>NO = 25 points | 0     |
| TOTAL PART III =                                                                 |                                  | 0     |

### Part IV: PROJECTED NEEDS

Estimate as best you can the following:

|                                                       | 2017 | 2018 | 2019 | 2020  | 2021  |
|-------------------------------------------------------|------|------|------|-------|-------|
| Cost of projected capital improvements (in thousands) | 30   | 250  | 350  | 2,500 | 1,000 |

### Point Summation

Fill in the point totals from Parts I through III in the blanks provided in the Points column. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

| Part  | Points |
|-------|--------|
|       | 50     |
|       | 25     |
|       | 0      |
| Total | 75     |

# Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: VINEYARD, Utah

Name and Title of Contact Person:

Sullivan Love

Wastewater System Manager

Phone: 801.376.0419

E-mail: [sullivanl@vineyardutah.org](mailto:sullivanl@vineyardutah.org)

## SUBMIT BY APRIL 15, 2017

Electronic

submission: <http://deq.utah.gov/ProgramsServices/services/submissions/index.htm>

Mail to: MWPP - Department of Environmental Quality  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone: (801) 536-4300

Form completed by:

Sullivan Love

May Receive Continuing Education Units (CEUs)

## Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 2007

B. What is the oldest part of your present system?

Oldest part 9.5 years

## Part II: BYPASSES

A. Please complete the following table:

| Question                                                                                                                                              | Number | Points Earned                                                                                                                         | Total Points |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------|--------------|
| How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?              | 0      | 0 times = 0 points<br>1 time = 5 points<br>2 times = 10 points<br>3 times = 15 points<br>4 times = 20 points<br>5 or more = 25 points | 0            |
| How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals) | 0      | 0 times = 0 points<br>1 time = 5 points<br>2 times = 10 points<br>3 times = 15 points<br>4 times = 20 points<br>5 or more = 25 points | 0            |
| TOTAL PART II =                                                                                                                                       |        |                                                                                                                                       | 0            |

B. The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs). Below include the number of SSOs that occurred in 2016.

*Class 1*- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Part II: BYPASSES (cont.)

*Class 2* — a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Number of Class 1 SSOs in Calendar year 2016 0

Number of Class 2 SSOs in Calendar year 2016 0

- C. Please indicate what caused the SSO(s) in B. If needed attach the additional information to this report.

N/A

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- D. Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

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### Part III: NEW DEVELOPMENT

A. Please complete the following table:

| Question                                                                                                                                                                                                                 | Points Earned                    | Total Points |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------|
| Has an industry or other development moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)? | No = 0 points<br>Yes = 10 points | 10           |
| Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD, loadings to the sewerage system could significantly increase (25%)?     | No = 0 points<br>Yes = 10 points | 10           |
| TOTAL PART III =                                                                                                                                                                                                         |                                  | 20           |

### Part III: NEW DEVELOPMENT (cont.)

B. Approximate number of new residential sewer connections in the last year

308 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

37 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

970 new people served

E. Total number of effective residential connections (ERC) served

\_\_\_\_\_ total ERC served

Part IV: OPERATOR CERTIFICATION

- A. How many collection system operators are currently employed by your facility?

1 collection system operators employed

- B. You are required to have the chief direct responsible charge (DRC) operator(s) certified at COLLECTION ~~I~~ II

What is the current grade of the collection DRC operator(s)? II

- C. What is/are the name(s) of your wastewater treatment DRC operator(s)?

Sullivan Love  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. State of Utah Administrative Rules requires all operators, of public systems, considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class. Attach additional pages if necessary.

|                |          |
|----------------|----------|
| Not Certified  | _____    |
| Small Lagoons  | _____    |
| Collection I   | _____    |
| Collection II  | <u>1</u> |
| Collection III | _____    |
| Collection IV  | _____    |

Part IV: OPERATOR CERTIFICATION (cont.)

E. Please complete the following table:

| Question                                                                                             | Points Earned                                   | Total Points |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------|
| Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)  | Yes = 0 points<br>No = 50 points                | 0            |
| How many continuing education units has each of the DRC operator(s) completed over the last 3 years? | 3 or more = 0 points<br>less than 3 = 10 points | 0            |
| TOTAL PART IV =                                                                                      |                                                 | 0            |

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

| Question                                                  | Points Earned                    | Total Points |
|-----------------------------------------------------------|----------------------------------|--------------|
| Do you follow an annual preventative maintenance program? | Yes = 0 points<br>No = 30 points | 0            |
| Is it written?                                            | Yes = 0 points<br>No = 20 points | 20           |
| Do you have a written emergency response plan?            | Yes = 0 points<br>No = 20 points | 20           |
| Do you have an updated operations and maintenance manual  | Yes = 0 points<br>No = 20 points | 20           |
| Do you have a written safety plan?                        | Yes = 0 points<br>No = 20 points | 20           |
| TOTAL PART V =                                            |                                  | 80           |

## Part VI: SSMP EVALUATION

- A. Has your system completed its Sewer System Management Plan (SSMP)?  
No \_\_\_\_\_ Yes   X
- B. If the SSMP has been completed, has the SSMP been public noticed?  
No \_\_\_\_\_ Yes (include date of public notice)   10/26/16
- C. Has the SSMP been approved by the permittee's governing body at a public meeting?  
No \_\_\_\_\_ Yes   X
- D. During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?  
No   X   Yes \_\_\_\_\_ If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)?  
\_\_\_\_\_  
\_\_\_\_\_
- E. During 2016 was any part of the SSMP audited as part of the five year audit?  
No   X   Yes \_\_\_\_\_ If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Has your system completed its *System Evaluation and Capacity Assurance Plan* (SECAP) as defined by the Utah Sewer Management Program?  
No   X   Yes \_\_\_\_\_

The following are dates that the SSMP and SECAP are required to be completed, based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

| Requirement         | Population      |                    |                    |                 |                    |
|---------------------|-----------------|--------------------|--------------------|-----------------|--------------------|
|                     | Less than 2,000 | 2,000 - 3,500      | 3,501 — 15,000     | 15,001 — 50,000 | More than 50,000   |
| Completion of SSMP  | March 31, 2016  | March 31, 2016     | September 30, 2016 | March 31, 2016  | September 30, 2016 |
| Completion of SECAP | Optional        | September 30, 2017 | September 30, 2016 | March 31, 2016  | September 30, 2016 |

Part VII: SUBJECTIVE EVALUATION

*This section should be completed with the system operators.*

- A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

The sewer collection system is in excellent shape. Lift stations are inspected and maintained on a regular basis. Any needed repairs are completed in a timely manner.

- B. What sewerage system improvements does the community plan to have under consideration for the next 10 years?

There is on-going subdivision construction with new infrastructure being installed. There is a possibility of construction of a new lift station and extension of additional main lines to serve future growth areas.

- C. Explain problems, other than plugging, that you have experienced over the last year

There have been no problems this past year.

- D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

Yes. We are continually planning, engineering and reviewing our system needs, for future expansion and growth.

## Part VII: SUBJECTIVE EVALUATION (cont.)

- G. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS \_\_\_\_\_ SOMETIMES X NO \_\_\_\_\_

If they do, what percentage is paid?

approximately 100 %

- H. Is there a written policy regarding continuing education and training for wastewater operators?

YES \_\_\_\_\_ NO X

- I. Any additional comments? (Attach additional sheets if necessary.)

[illegible]

## POINT SUMMATION

Fill in the point totals from Parts II through V in the blanks provided in the Points column. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

| Part  | Points |
|-------|--------|
| II    | 0      |
| III   | 20     |
| IV    | 0      |
| V     | 80     |
| Total | 100    |

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
Signature of Signatory Official

\_\_\_\_\_  
Date

G. Sullivan Love  
Print Name of Signatory Official

Wastewater System Manager  
Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

## REIMBURSEMENT AGREEMENT

(Allocating Costs - New Vineyard Road)

An agreement by and between VINEYARD, UTAH (hereinafter referred to as "City") and VINEYARD HOMESTEADS 2012, LLC ("Developer") entered into this \_\_\_\_ day of \_\_\_\_\_, 2017.

### RECITALS:

WHEREAS, the City previously entered into the Development Agreement referred to below with the predecessors in interest of Developer. All rights as the developer under the Development Agreement were assigned to Developer.

WHEREAS, certain of the remaining System Improvements referred to in the Development Agreement which have not yet been constructed have been the subject of discussion between Developer and the City. Developer and the City now desire to clarify the responsibilities of the parties and agree on certain improvements to be paid for or reimbursed by the City and/or paid for by Developer in regard to improvements to Vineyard Road within the City; and

WHEREAS, the and Developer have worked together to finalize plans for the extension of Vineyard Road, creation of a public park and to provide for payment for System Improvements; and

WHEREAS, Developer has offered to donate to the City certain property which City has agreed to accept, including a public park, the extended portion of Vineyard Road, and two parcels of property which will be added to the City trail system.

NOW THEREFORE, in consideration of the foregoing recitals, and the terms and conditions herein, City and Developer agree as follows:

1. Development Agreement. The Development Agreement shall remain in full force and effect except as set forth herein.

2. Definitions. For the purposes of this agreement the following definitions shall apply:

a. "Developer" shall mean Vineyard Homesteads 2012 LLC, which is the successor in interest to American Federal Credit Union, as the Developer under the Homesteads Development.

b. "Development" shall mean the Homesteads at Vineyard development.

c. "Development Agreement" shall mean that agreement titled "Development Agreement for The Homesteads at Vineyard Located within Vineyard, Utah County, Utah, including The Homesteads at Vineyard Project Plan, dated January 31, 2006", as such Development Agreement was amended, revised or affected pursuant to that "Impact Fee Reimbursement Agreement, dated July 11, 2012".

d. "Existing Impact Fee Agreement" means that "Impact Fee Reimbursement Agreement, dated July 11, 2012" between the City and American Federal Credit Union, a portion of which was assigned to SPT Reimbursements, LLC.

e. "Impact Fee" shall have the same general meaning as set forth in the Existing Impact Fee Agreement.

f. "Project Improvements" means site improvements and facilities that were planned and designed to provide service for and convenience of the occupants or users of a specific Development and not identified or reimbursed as a System Improvement under the Development Agreement.

g. "System Improvements" means existing public facilities or public facilities to be constructed that are designed to provide services to Service Areas within the community at large and which are not Project Improvements.

3. Vineyard Road Widening, Extension and Diversion. Pursuant to the Development Agreement, the City agreed to reroute, extend, and construct the existing public road currently named "Vineyard Road". Exhibit 1, attached hereto, and by reference made a part hereof, provides a pictorial description of Vineyard Road, as it is intended to be extended and modified, together with multiple cost allocations described therein and herein in regard to the various Sections referred to in the map Key. The Section referred to as "Section A" in the map Key, illustrates the expansion of the current Vineyard Road, and the re-routing of Vineyard Road through Pod 1 of the Homesteads Development. Each Section shown on the map Key describes different elements of the Vineyard Road project and other parts of Vineyard Homesteads development affected under this Agreement, and further reflects which party will perform the work or pay for part or all of the work. The City of Vineyard and Developer will perform or pay for work described at Exhibit 1 as follow:

(a) Vineyard Road Widening and Extension by City. City shall, at its cost, undertake to provide all engineering, preparation of plans and specifications, and to construct all improvements shown in Section A, of Exhibit 1, including all underground improvements as are listed in the specific "Schedule A" which is attached as a part of Exhibit 1, according to plans and specifications which have been approved by the City Engineer and attached hereto as Exhibit 2, by reference made a part hereof. City shall initiate the construction of the Section A improvements, and shall complete all such improvements in accordance with the plans and specifications by \_\_\_\_\_, 2017.

(b) Vineyard Road Extension by Developer. Section B of the Key at Exhibit 1 refers to that Section of Vineyard Road which shall be newly constructed by Developer. The parties have agreed that the surface improvements of Section B constitute a System Improvement. The Section B portion of Vineyard Road extends from the termination of Section A extension of Vineyard Road, at the east end, running west through Pod 1 to the intersection of Gammon Road, including the roundabout shown at Exhibit 1, and also connecting to Corona Lane, shown at Section F. The surface improvements for the Section B extension of Vineyard Road shown at Exhibit 1, shall be paid for by City in the

manner provided hereinafter, and shall include all of those costs itemized at Schedule B, plus the sum of \$\_\_\_\_\_ as a partial reimbursement for the costs to be borne by Developer in subparagraph (d) below. The plans and specifications for Section B extension of Vineyard Road have been approved by City and Developer and are attached hereto as Exhibit 3, by reference made a part hereof. Developer shall initiate the construction of the Section B improvements, and shall complete all such improvements in accordance with the plans and specifications by \_\_\_\_\_, 2017.

(c) Park Improvements and Payment of Costs by City. Exhibit 1 illustrates a public park to be known as the "Kelly Boren Memorial Park", shown as Lot A on Exhibit 1 (herein the "Park"), together with a walkway shown as "Section H". Developer shall construct the improvements to the Park and Section H, pursuant to the plans and specifications as are attached hereto as Exhibit 3, by reference made a part hereof. Developer shall initiate the construction of the Park and Section H improvements, and shall complete all such improvements in accordance with the plans and specifications by \_\_\_\_\_, 2017.

(d) Underground Improvements for Vineyard Road Extension by Developer. Section C of the Key for Exhibit 1 refers to the underground infrastructure improvements to be installed within the Section B Vineyard Road extension which shall be newly constructed by Developer. Developer shall undertake to construct all such improvements shown in Section C, including all items that are listed at "Schedule C" which is attached as a part of Exhibit 1, according to plans and specifications which are part of Exhibit 3, which have been approved by the City Engineer. Developer shall initiate the construction of Section C improvements, and shall complete all such improvements concurrent with Section B improvements, by \_\_\_\_\_, 2017. The cost for Section C improvements shall be paid for by Developer at its sole cost.

4. Cost Sharing for Section B of Vineyard Road. In order to facilitate the completion of the Section B portion of Vineyard Road extension, Developer and the City have agreed to share costs and responsibilities as follows:

(a) Cost for Plans and Specifications and Subdivision of Land. Developer shall initially pay for all of the engineering and construction drawings, plans and specifications, and all construction drawings and documents ("Road Plans and Specifications") to complete the Section B portion of Vineyard Road, including as a part thereof the subdivision of the area required for the specific sections of the Road referred to at Exhibit 1 as Section A and Section B, such that upon completion, the property constituting the Section A and Section B portions of Vineyard Road, may be conveyed to the City. The subdivision plat shall be recorded prior to initiating construction of the Sections A and B of Vineyard Road. Section A shall be conveyed to the City upon execution of this Agreement by the parties and as soon thereafter as reasonably possible for recording of the subdivision required to create a separate parcel for the Section A land.

(b) Conveyance of Section B Land to City. Upon completion and acceptance of the Section B portion of Vineyard Road, Section B will be conveyed to the City, together with

any warranties for the work. Any escrow bond shall remain the property of Developer, but shall be applied to warranty claims if necessary for the work.

(c) Payment of Costs by City. The costs described at Section 3(b) of this Agreement for surface improvements to Vineyard Road and other costs described in said Section 3(b), will be paid for by the City in the amount that those costs are described at Schedule B attached hereto and by reference made a part hereof ("City Portion"). Payment of the City Portion by the City will be made as follows:

(i) City Payment of Costs. The City will reimburse Developer for the City Portion for construction costs described in Section 3(b) of this Agreement from its unrestricted Impact Fee account (the "Account") as construction costs are incurred, subject to the Account limitations described in subparagraph (ii) hereafter. Payment for the City Portion will be made by way of reimbursement to Developer, pursuant to that construction agreement to be executed between Developer and its selected contractor for the construction of the Section B and Section C improvements. The construction agreement will be substantially in the form of Exhibit 5, attached hereto and by reference made a part hereof ("Construction Agreement"), and subject to approvals of the City Engineer as set forth in the Escrow Agreement. As construction costs are incurred by Developer pursuant to the Construction Agreement, City will reimburse Developer from the Account and as hereinafter provided in subparagraph (ii), after Developer pays such costs and pursuant to an approved request for reimbursement.

(ii) Disbursement of Funds from City Account. To the extent that the City is without sufficient funds in the Account, pursuant to the Account limitations set forth in Paragraph 5, in amounts sufficient to reimburse Developer for the City Portion as payment becomes due herein, Developer will advance, for the benefit of the City, and will pay the City Portion which is due hereunder, subject to being reimbursed as provided in Paragraph 5.

(d) Developer Payment of Certain Costs. Developer will pay all of those costs described at Schedule C and Schedule H attached hereto and by reference made a part hereof ("Developer Portion"). Developer Portion will be paid by Developer by Developer depositing in escrow the Developer Portion pursuant to the Escrow Agreement, with payments to be released from the Escrow according to the payment requirements of the Construction Agreement and subject to the approvals required under the Escrow Agreement.

5. Account Limitations and Reimbursements. The Account referred to herein is subject to prior commitments entered into by contract or by action of the City Council. The City currently holds approximately \$1,800,000 in the Account which is comprised of unrestricted Impact Fees (meaning the City has made no prior legal or contractual commitments for reimbursement or payment to third parties) ("Unrestricted Funds"). However, the City has also created planned uses for approximately \$1,000,000 from such Unrestricted Funds (herein the "Planned Funds"). Nevertheless the City regularly receives additions to the Account which constitute additions to Unrestricted Funds. City agrees to use any amounts remaining in the Unrestricted Funds (approximately \$800,000 at the date hereof) to reimburse Developer for the City Portion of improvements constructed by Developer pursuant to the foregoing and Section 3(b) of this Agreement. To the extent that the Unrestricted Funds are presently insufficient and Developer advances any costs to pay any part of the City Portion pursuant to this Agreement, the

City shall pay to Developer, as a reimbursement for any advances of the City Portion by Developer, all newly received Unrestricted Funds until the City has fully and finally paid and reimbursed Developer for all amounts advanced by Developer for the City Portion. Developer will be paid no interest on amounts advanced for the City Portion.

6. Right to Assess Impact Fees. The City's responsibility for the reimbursement is limited to its ability to collect Impact Fees. If for any reason the City cannot legally collect any Impact Fee contemplated by this Agreement, the City's obligation for reimbursement that would have been funded by collection of such Impact Fees shall cease. Notwithstanding the foregoing, the City shall take such actions as are reasonably necessary and legally appropriate to assess and collect Impact Fees for the purpose of satisfying its obligations hereunder. In any event, the City's obligations for payment of other reimbursement amounts from the collection of other Impact Fees that have not been made uncollectable shall remain in full force and effect. If the City fails to collect Impact Fees when due in accordance with this Agreement, the City shall immediately and without unreasonable delay take any and all actions necessary to collect the unpaid Impact Fees and remit same to Developer.

7. Further Actions by City. The City hereby covenants and agrees to take all lawful measures to ensure that its Impact Fee enactments remain in force and effect during the term of this Agreement. The City shall promptly adopt any new or modified Impact Fee ordinances or other similar instruments necessary or required to effectuate the purposes of this Agreement if any successful challenge to the City's Impact Fee ordinance, legislative action, or intervening events or circumstances frustrate the purposes of this Agreement

8. Records of Impact Fees. The City shall keep appropriate records of all Impact Fees imposed or collected pursuant to this Agreement (the "Impact Fees Records"). Developer shall have the right to inspect and copy all Impact Fees Records during City's regular business hours after providing the City prior written notice at least 20 days in advance.

9. Effect on Other Agreements. This Agreement will not affect any portion of the Impact Fee reimbursements already payable to AFCU or Developer pursuant to the Existing Impact Fee Agreement.

10. Donation of Land. Developer will donate the following land to City and City will accept the land from City on the terms and conditions as follows:

(a) Park. Upon completion of construction of the Section B and Section H improvements by Developer, and acceptance by City (conditioned upon recording of the plat to create separate land parcels therefore), Developer will dedicate and convey to City all of Lot A, being the Park. Developer will dedicate and convey the Park to City, for no consideration and strictly as a donation to the City. City acknowledges that it has offered no consideration to Developer for the donation of the Park.

(b) Trail Additions. Upon execution of this Agreement, Developer will donate to City, and City will accept, those parcels of land described at Exhibit 6, by reference made a part hereof. Developer will convey the parcels to City, for no consideration and strictly as a donation to the City. City acknowledges that it has offered no consideration

to Developer for the donation of the parcels and acknowledges that such parcels will provide a substantial benefit to the City for its trails system.

(c) Donation of Land. Developer will donate the land constituting portions of Section A and all of Section B to City for construction of the extended and re-routed Vineyard Road. In as much as these donations of land are for System Improvements, Developer would normally be entitled to payment of the fair market value of the land from City.

11. Notices. All notices, demands or other communications must be in writing and are deemed to be duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To City:

Vineyard  
Attn: City Mayor  
125 South Main Street  
Vineyard, Utah 84058

With a copy to:

Blaisdell & Church  
Attn: David Church, Esq.  
5995 South Redwood Road  
Taylorsville, Utah 84123

To Developer:

Vineyard Homesteads 2012 LLC  
Attn: Glen R. Pettit  
2264 West Williamsburg Circle  
West Jordan, Utah 84088

With a copy to:

Dennis M. Astill, Esq.  
7730 S. Union Park Avenue  
Midvale, Utah 84070

If any party changes its address they must give written notice to the other parties. Notice of change of address is deemed effective five (5) days after mailing by the party changing address.

12. Further Action. Each party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purpose 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.

13. Default Remedies. If either party hereto defaults (the “Defaulting Party”) with respect to any of such party’s obligations hereunder, then the other party hereto (the “Non-

Defaulting Party”) shall be entitled to give written notice in the manner prescribed in this Agreement to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have (i) thirty (30) days from the date of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or (ii) sixty (60) days from the date of such notice to cure such default if action other than payment of money is reasonably required, or if any such non-monetary default cannot reasonably be cured within sixty (60) days, then such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and thereafter diligently pursued to completion. If any such default is not cured within the applicable time period(s) set forth in this Section, then the Non-Defaulting Party shall be entitled to commence an action at law or in equity in the Fourth District Court for the State of Utah. The parties hereto agree that due to the size, nature and scope of the project area, and due to the fact that it may not be practical or possible to restore the project area to the condition which existed prior to Developer’s development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law may be inadequate and that specific performance may be appropriate for the enforcement of this Agreement. This Section shall not limit any other rights, remedies, or causes of action that either party may have at law or in equity.

14. Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, agreement or understanding between the parties. Each party shall look solely to the terms of this Agreement to determine the extent of their respective performance and payment obligations hereunder.

15. Assignment. The right of Developer to receive reimbursements as set forth in this Agreement may be assigned, designated or pledged as collateral to one or more other persons or entities by the written assignment of Developer, and upon Developer’s delivery to the City of written notice and a copy of each written assignment, designation or pledge instrument. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors, assigns and pledgees.

16. No Waiver. No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof, and no waiver of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

17. Severability. If any provision of this Agreement is declared invalid by a court having final jurisdiction because of inconsistency with state or federal law, 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.

18. Utah Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal action required to enforce this Agreement shall be brought solely in the Fourth District Court for the State of Utah.

19. Attorney Fees. If either party brings an action or proceeding for failure to observe any of the terms, or provisions of this Agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs and reasonable attorney fees.

20. No Joint Venture. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

21. Authority. The signers for, and the City and Developer both warrant that each of them has the necessary authority to execute this Agreement, and that neither of them has previously assigned its interests in any property or accounts in a manner that impairs their ability to enter into this Agreement and to be bound by the terms hereof.

22. Abandoned Areas of Vineyard Road. Upon completion of the construction of the Section B and Section C improvements, the City will immediately abandon and vacate nearly all of existing Vineyard Road, as shown at Section K of Exhibit 1. The abandonment will occur within sixty days of dedication of the completed Section B and Section C improvements. The area to be abandoned shall be those portions of Section K, as shown at Exhibit 1, which lie west of the 15" trail shown at Section J of Exhibit 1, and extend North to the anticipated bridge at the intersection of the current Vineyard Road and Gammon Road, leaving sufficient area to provide for the construction of the Bridge. Pursuant to Utah law, the portions of the abandoned road will vest in Developer and the City will quitclaim the area of abandonment to Developer. To the extent that further areas of Vineyard Road, south of Gammon Road are thereafter left unused by the City, such additional areas shall be vacated or abandoned by the City and likewise shall be quitclaimed to Developer.

23. Abandoned Areas of Gammon Road. The City will be constructing an overpass extending near the east end of existing Gammon Road, passing over the railroad tracks to the east and extending further east into the existing Geneva development. It is anticipated that there will be land remaining from Gammon Road which lies south of the planned overpass, adjacent to Developer's north property line of Pod 1. Upon completion of the construction of the overpass bridge and dedication or completion of the bridge and highway thereon, the City will, within one hundred twenty (120) days, exercise its right to abandon or vacate the surplus property south of the bridge or overpass. Pursuant to Utah law, such land shall vest in Developer and the City shall convey such land by quitclaim deed to Developer.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties executed this Agreement on the date first written above.

CITY:

**VINEYARD**, a Utah municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEVELOPER

**VINEYARD HOMESTEAD DEVELOPMENT**

**2012 LLC**, a Utah limited liability company

By Pro Management - Utah, LLC,  
Its Manager

By: \_\_\_\_\_  
Glen R. Pettit, Manager

## **LIST OF EXHIBITS**

Exhibit 1 - Schematic showing New Vineyard Road and adjacent parcels, Sections of Old Vineyard Road and Map Key.

Exhibit 2 - Plans and Specifications for Section A improvements.

Exhibit 3 - Plans and Specifications for Sections A, B and H improvements.

Exhibit 4 - Form of Escrow Agreement.

Exhibit 5 - Form of Construction Agreement.

Exhibit 6 - Parcels of Land to be donated for trail system.

DRAFT